



A G E N D A

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



OCTOBER 21, 2009

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

**CLOSED SESSION MEETING – 5:30 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 REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: 800 Seacoast Dr., Imperial Beach, CA 91932, APN No. 625-262-01-00

Agency Negotiator: City Attorney and City Manager

Negotiating Parties: Imperial Coast Limited Partnership

Under Negotiation: Instruction to Negotiators will concern price and/or 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 REIMBURSEMENT DISCLOSURE/COMMUNITY ANNOUNCEMENTS/
REPORTS ON ASSIGNMENTS AND COMMITTEES**

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.*

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

PRESENTATIONS (1.1 - 1.2)

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 Nidge Lange.

1.2* PRESENTATION ON "SAVE YOUR CITY." (0460-20)

* No staff report.

CONSENT CALENDAR (2.1 - 2.5) - *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 MINUTES.

City Manager's Recommendation: Approve the minutes of the regular City Council Meetings of September 2, 2009 and September 23, 2009.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 69664 through 69736 with the subtotal amount of \$96,887.03; and Payroll Checks 41749 through 41807 for the pay period ending 09/24/09 with the subtotal amount of \$151,280.88; for a total amount of \$248,167.91.

2.3 RESOLUTION NO. 2009-6812 – APPROVING A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH. (0340-90)

City Manager's Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2009-6813 – AMENDING FY 2009-2011 SALARY AND COMPENSATION PLAN TO ADD THE POSITION DESCRIPTION AND SALARY RANGE FOR DEPUTY BUILDING OFFICIAL. (0510-20 & 0520-75)

City Manager's Recommendation: Adopt resolution.

2.5 RESOLUTION NO. 2009-6817 – AMENDING FY 2009-2011 SALARY AND COMPENSATION PLAN TO ADD THE POSITION DESCRIPTION AND SALARY RANGE FOR ANIMAL CONTROL/COMMUNITY SERVICES OFFICER. (0510-20 & 0520-75)

City Manager's Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

3.1 ORDINANCE NO. 2009-1092 – AMENDING TITLE 4 OF THE IMPERIAL BEACH MUNICIPAL CODE BY AMENDING SECTION 4.04.090 AND CHAPTER 4.28, PERTAINING TO MASSAGE. (0390-95)

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2009-1092, "An Ordinance of the City Council of the City of Imperial Beach, California, amending Title 4 – Business Taxes, Licenses and Regulations to amend Section 4.04.090 – Business License Fee Schedule and amend Chapter 4.28 – Massage Establishments and Technicians";
3. City Clerk to read Ordinance No. 2009-1092; and
4. Motion to waive further reading and dispense with the introduction of Ordinance No. 2009-1092 by title only and set the matter for adoption at the next regularly scheduled City Council meeting.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1 - 5.2)

5.1 PROPOSED PROJECT PROPOSALS FOR THE FISCAL YEAR 2010-2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM. (0650-33)

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report and public testimony; and
3. Continue the public hearing to the next regularly scheduled City Council meeting of November 4, 2009 at 6:00 p.m.

5.2 RESOLUTION NO. 2009-6815 – APPROVING A BOUNDARY CHANGE TO THE EXISTING UNDERGROUND UTILITY DISTRICT – 600 BLOCK OCEAN LANE (600 BLOCK OCEAN LANE UNDERGROUND UTILITY DISTRICT). (0810-20)

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report and public testimony;
3. Close the public hearing; and
4. Adopt Resolution No. 2009-6815.

REPORTS (6.1 - 6.4)

6.1 RESOLUTION NO. 2009-6816 – REJECTING ALL BIDS FOR A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – STATE ROUTE 75 MEDIAN LANDSCAPE MAINTENANCE PROGRAM. (0940-10)

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolution.

6.2 ANALYSIS OF NON-HOUSING TAX INCREMENT FUNDS. (0340-90)

City Manager's Recommendation: Receive report and provide comment.

6.3 RESOLUTION NOS. 2009-6814 AND R-09-197 – AWARDING A CONTRACT AND AUTHORIZING A BUDGET AMENDMENT FOR CERTAIN PUBLIC WORKS PROJECT – VETERANS PARK MASTER PLAN – RDA – YOUTH SOCCER FIELD (CIP P03-502). (0920-70)

City Manager's Recommendation: Adopt resolutions.

6.4 PROPOSED ARMY CORPS OF ENGINEERS NEARSHORE SAND DEPOSIT. (0220-70)

City Manager's Recommendation: Receive report, comment and provide input as necessary and support the project, subject to the EPA conditions referenced in the staff report.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

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

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

www.cityofib.com.

Copies of this notice were provided on October 16, 2009 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

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

AFFIDAVIT OF POSTING

I, Jacqueline M. Hald, City Clerk of the City of Imperial Beach, hereby certify that the Agenda for the Regular Meeting as called by the City Council, Redevelopment Agency, Planning Commission, and Public Financing Authority of Imperial Beach was provided and posted on October 16, 2009. Said meeting to be held at 5:30 p.m. October 21, 2009, in the Council Chambers, 825 Imperial Beach Boulevard, Imperial Beach, California. Said notice was posted at the entrance to the City Council Chambers on October 16, 2009 at 2:30 p.m.

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: OCTOBER 21, 2009
ORIGINATING DEPT.: PUBLIC WORKS *Hat*
SUBJECT: RECYCLE ALL-STAR AWARD PRESENTATION

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 October 6, 2009, City inspectors canvassed the 1200 block of 14th St. in search of a Recycle All-Star. The following resident was selected as the Recycle All-Star for the month of October, 2009: Nidge Lange.

The above resident has been notified of his/her award by telephone and letter and invited to accept the Recycle All-Star award at the October 21, 2009 City Council meeting.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Not a project as defined by CEQA.

FISCAL ANALYSIS:

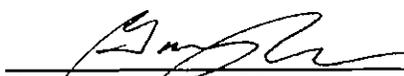
None

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 Nidge Lange.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

DRAFT

MINUTES

Item No. 2.1

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

SEPTEMBER 2, 2009

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

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

MAYOR JANNEY called the Regular Meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers present: McCoy, King, Rose
Mayor present: Janney
Mayor Pro Tem present: Bragg

Staff present: City Manager Brown; City Attorney Lough;
City Clerk Hald

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

In response to City Manager Brown's request to remove Item No. 6.1 from the agenda, City Council consensus was to keep the item on the agenda.

**MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE/COMMUNITY ANNOUNCEMENTS/
REPORTS ON ASSIGNMENTS AND COMMITTEES**

COUNCILMEMBER MCCOY recognized Serge Dedina, Executive Director of Wildcoast, for being named one of the 2009 Coastal Heroes by *Sunset* magazine and the California Coastal Commission; she gave a status report on the secondary treatment waiver under section 301(h) of the Clean Water Act; she expressed concern about the City of San Diego not conferring with the small cities who make up 35% of the joint powers authority agreement.

COUNCILMEMBER KING announced a celebration for the Chula Vista Park View All-Stars, winners of the Little League World Series.

MAYOR JANNEY asked staff to prepare a proclamation in honor of the Park View Little League All-Stars; and he reported on a tour he took of the brand new sewage treatment plant in Tijuana.

COMMUNICATIONS FROM CITY STAFF

Discussion ensued regarding the member cities of the Metro Wastewater JPA and the need for approval of the waiver.

PUBLIC COMMENT

ALBERT KNECHT, representing Imperial Beach Chapter of the Community Commission for Better Government, stated that staff has not responded to his previous concerns raised regarding the demolition of the former North Island Credit Union building; he requested that the asbestos and inspector reports be made available to himself and the public; he also requested contact information for the staff person who will be overseeing the demolition of the shopping center at Palm Ave. and 9th Street.

ORDINANCES/PRESENTATIONS (1.1)

1.1 PRESENTATION OF PROCLAMATION IN HONOR OF NATIONAL PREPAREDNESS MONTH. (0410-30)

MAYOR JANNEY presented the proclamation in honor of National Preparedness Month to Public Safety Director Sotelo.

Discussion ensued regarding protection against the H1N1 virus.

CONSENT CALENDAR (2.1 - 2.5)

COUNCILMEMBER ROSE had a remote interest on Item No. 2.5 and therefore disqualified herself from voting on the item.

MOTION BY MCCOY, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.4. MOTION CARRIED UNANIMOUSLY.

WITH REGARD TO ITEM NO. 2.5, MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	MCCOY, KING, BRAGG, JANNEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
DISQUALIFIED:	COUNCILMEMBERS:	ROSE (DUE TO A REMOTE CONFLICT OF INTEREST)

2.1 MINUTES.

Approved the minutes of the regular City Council Meeting of July 15, 2009.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 69322 through 69419 with the subtotal amount of \$447,871.14; and Payroll Checks 41528 through 41588 for the pay period ending 08/13/09 with the subtotal amount of \$172,904.05; for a total amount of \$620,775.19.

2.3 RATIFICATION OF LETTERS OF SUPPORT – AMERICAN RECOVERY AND REINVESTMENT ACT: TIGER DISCRETIONARY GRANT PROGRAM SUBMITTALS. (0140-40)

Ratified letters of support to the Department of Transportation, dated August 4, 2009.

2.4 RATIFICATION OF LETTERS OF SUPPORT – SANDAG SUPPORT FOR CALTRANS DIVISION OF RAIL GRANT APPLICATION FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT AND HIGH SPEED AND INTERCITY PASSENGER RAIL FUNDS FOR THE PACIFIC SURFLINER CORRIDOR. (0140-40)

Ratified letter of support to Caltrans, dated August 3, 2009.

2.5 RESOLUTION NO. 2009-6802 – SALE OF SURPLUS PROPERTY AND APPROVAL OF USED EQUIPMENT DONATION AGREEMENT WITH CAMP SURF. (0130-70 & 0380-45)

Adopted resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1 - 5.3)

5.1 RESOLUTION NO. 2009-6803 – APPROVAL OF THE FISCAL YEAR 2008-09 ANNUAL REPORT FOR THE JURISDICTIONAL URBAN RUNOFF MANAGEMENT PLAN (JURMP). (0770-65)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

MAYOR JANNEY closed the public hearing.

MOTION BY MCCOY, SECOND BY KING, TO ADOPT RESOLUTION NO. 2009-6803 – APPROVING THE FISCAL YEAR 2008-09 ANNUAL REPORT FOR THE JURMP INCLUDING CORRECTIONS, ADDITIONS OR DELETIONS AS DIRECTED. MOTION CARRIED UNANIMOUSLY.

5.2 RESOLUTION NO. 2009-6800 – DESIGN REVIEW (DRC 080009), SITE PLAN REVIEW (SPR 080010), MITIGATED NEGATIVE DECLARATION, AND CALIFORNIA COASTAL DEVELOPMENT PERMIT (CDP 6-09-030) FOR THE EXPANSION OF THE PUBLIC WORKS YARD LOCATED AT 495 10TH STREET IN THE PUBLIC FACILITY (PF) ZONE. MF 950. (0910-30)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

CITY PLANNER NAKAGAWA gave a PowerPoint presentation on the item.

MAYOR JANNEY closed the public hearing.

MOTION BY KING, SECOND BY ROSE, TO ADOPT RESOLUTION NO. 2009-6800 – APPROVING DESIGN REVIEW (DRC 080009) AND SITE PLAN REVIEW (SPR 080010), AND MITIGATED NEGATIVE DECLARATION (SCH# 2009071093) FOR THE EXPANSION OF THE PUBLIC WORKS YARD (MF 950), WHICH MAKES THE NECESSARY FINDINGS AND PROVIDES CONDITIONS OF APPROVAL IN COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS. MOTION CARRIED UNANIMOUSLY.

In response to Mayor Janney's concerns about lack of funding, CITY MANAGER BROWN stated that Public Works Director Levien is looking into grant funding opportunities to move the project along.

5.3 RESOLUTION NO. 2009-6799 – ADOPTION OF THE 2005-2010 IMPERIAL BEACH HOUSING ELEMENT (GPA 04-01) AND ITS NEGATIVE DECLARATION. MF 692. (0660-95)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE gave a PowerPoint presentation on the item.

City Council expressed their pleasure with the Housing Element being completed since it will allow IB to become more competitive for Smart Growth funds; they requested the next housing element include the mixed use development located at the 100 block of Palm Ave.

BRIAN JONES questioned the amount of money available from SANDAG.

Discussion ensued regarding the type and typical amount of funds available; and the ability to now compete competitively for funds.

MAYOR JANNEY closed the public hearing.

MOTION BY MCCOY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2009-6799 – AMENDING THE GENERAL PLAN/LOCAL COASTAL PROGRAM (GPA 04-01) BY ADOPTING THE 2005-2010 IMPERIAL BEACH HOUSING ELEMENT AND ADOPTING ITS NEGATIVE DECLARATION. MOTION CARRIED UNANIMOUSLY.

REPORTS (6.1 - 6.4)

6.1 SEACOAST INN UPDATE. (0660-43)

MAYOR PRO TEM BRAGG announced she had an indirect conflict of interest on the item due to the location of her place of employment and left Council Chambers at 7:10 p.m.

MAYOR JANNEY announced Pacifica was not in attendance tonight to give an update on the Seacoast Inn; he spoke about a disappointing meeting he and Councilmember McCoy had with the owner; he also spoke about a letter he submitted to the community about the meeting held.

COUNCILMEMBER MCCOY concurred with the comments made by Mayor Janney.

CITY MANAGER BROWN stated staff has been exploring other financing options since Mayor Janney's meeting with Pacifica.

COUNCILMEMBER MCCOY stated the City and community went above and beyond to accomplish what they have, especially the near unanimous vote of approval by the Coastal Commission of the project is a rare accomplishment.

COUNCILMEMBER KING spoke about the community's disappointment with the lack of progress in the development of the hotel, he encouraged staff to take a good look at the poor condition of the current hotel; and expressed surprise that with the quality plans that were submitted for the new hotel that the owners would back away from the project at this juncture.

MAYOR PRO TEM BRAGG returned to Council Chambers at 7:26 p.m.

6.2 RESOLUTION NO. 2009-6804 – ELECTING EXEMPTION FROM STATE CONGESTION MANAGEMENT PROGRAM (CMP) – “OPT OUT” OPTION. (0140-40)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a report on the item.

MOTION BY MCCOY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2009-6804 – ELECTING EXEMPTION FROM STATE CONGESTION MANAGEMENT PROGRAM (CMP) – CMP “OPT OUT” OPTION. MOTION CARRIED UNANIMOUSLY.

6.3 ECO BIKEWAY AT PALM AND 7TH TO SEACOAST PROJECT CIP S05-104; CHANGE ORDER NUMBER 4 AND BUDGET AMENDMENT. (0680-20 & 0750-90)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a report on the project; currently there are no funds for the construction of the project but will seek a grant that will be submitted no later than December 1, 2009.

BRIAN JONES expressed concern about traffic routes and impacts.

COUNCILMEMBER KING expressed concern about traffic on Palm Ave. and traffic impacts on neighboring streets.

MAYOR PRO TEM BRAGG spoke in opposition to the project and expressed concern about the cost.

COUNCILMEMBER MCCOY spoke in support of the project, and in support of applying for a grant.

PUBLIC WORKS DIRECTOR LEVIEN stated that routes were identified with the recently adopted BTP; he reviewed the different routes that run east to west.

COUNCILMEMBER ROSE gave a historical perspective; she commented that with the failing of the bike spur, 7th Street provides the closest access to the Bayshore Bike Path; she commented

the project will work well with the project at 13th Street and sees it is an economic stimulus by bringing people into Imperial Beach.

City Council discussion ensued regarding potentially the need to apply for funding that is due at the end of September; and moving forward with the additional funding for purposes of applying for the grant.

MOTION BY ROSE, SECOND BY MCCOY , TO ADOPT RESOLUTION NO. R-09-192 – AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 4 TO KOA CORPORATION CONTRACT FOR THE ADDITIONAL COST OF \$22,325.50 (NEW TOTAL CONTRACT COST OF \$324,379.50) AND TO ADOPT RESOLUTION NO. R-09-193 – AUTHORIZING THE TOTAL BUDGET FOR THE ECO BIKEWAY AT PALM AND 7TH TO SEACOAST CIP S05-104 AT \$405,000 (A BUDGET INCREASE OF \$45,000 FROM THE RDA TAX INCREMENT – NON-HOUSING FUND). MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	MCCOY, ROSE, JANNEY
NOES:	COUNCILMEMBERS:	KING, BRAGG
ABSENT:	COUNCILMEMBERS:	NONE

COUNCILMEMBER KING stated that he is not in opposition to the bicycle component but rather the transportation portion.

MAYOR JANNEY called a recess at 7:51 p.m. and reconvened the meeting to opens session at 7:58 p.m.

6.4 RESOLUTION NO. R-09-191 – PROPOSED DRAFT EXCLUSIVE NEGOTIATION AGREEMENT WITH SUDBERRY PROPERTIES, INC. (0640-10)

COUNCILMEMBER KING announced he may have a conflict of interest on the item and left Council Chambers at 7:51 p.m.

The following items were submitted as Last Minute Agenda Information:

- Revised draft Exclusive Negotiation Agreement with site map (Exhibit A)
- Site plan
- Elevations
- Cross sections
- PowerPoint presentation presented by Sudberry at August 26, 2009 Community Workshop
- Letter from Jeffrey Rasak of Imperial Beach Promenade, LLC/Sterling Development Corp., dated August 27, 2009
- Email correspondence from Jeffrey Rasak, dated September 2, 2009

CITY MANAGER BROWN introduced the item; he noted a community workshop was held last week.

REDEVELOPMENT COORDINATOR SELBY gave a report on the item; he reviewed the proposed changes to the ENA and he announced the next workshop is scheduled for September 30; he anticipates the project's completion by 2012.

City Council expressed a desire for completion prior to 2012.

TRAVIS BRAZIL indicated support for the project, did not wish to speak.

BRIAN JONES stated that he attended the recent workshop; he thanked staff for collecting names and e-mail addresses for communicating with the community; he stated there was a misunderstanding by Mr. Rasak; he spoke positively about Sudberry representatives and their dealings with the public; and he spoke in support of the item.

MOTION BY JANNEY, SECOND BY MCCOY, TO ADOPT RESOLUTION NO. R-09-191, WHICH AUTHORIZES THE CITY MANAGER/EXECUTIVE DIRECTOR TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT WITH SUDBERRY PROPERTIES, INC. MOTION CARRIED UNANIMOUSLY.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 8:24 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, CMC
City Clerk

DRAFT

MINUTES

Item No. 2.1

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

SEPTEMBER 23, 2009

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

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

MAYOR JANNEY called the Regular Meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers present: McCoy, King, Rose
Mayor present: Janney
Mayor Pro Tem present: Bragg

Staff present: City Manager Brown; City Attorney Lough;
City Clerk Hald

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

None.

**MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE/COMMUNITY ANNOUNCEMENTS/
REPORTS ON ASSIGNMENTS AND COMMITTEES**

COUNCILMEMBER KING reported on a recent SANDAG meeting where there were reports on a multimodal transportation study between E Street and Main Street in Chula Vista and a third border crossing east of the existing border crossing that would accommodate commercial trucks.

COUNCILMEMBER ROSE announced she was recently sworn in to the SAFE Board and is honored to serve the south county.

MAYOR PRO TEM BRAGG reported she, along with Mayor Janney, attended the League of California Cities Conference in San Jose; she will bring forward a "Save Your City Campaign"; and she offered her condolences to Mayor Janney for the loss of his father-in-law.

MAYOR JANNEY reported he attended the League of California Cities Conference in San Jose and spoke about the conference; and he announced his recent return from Washington D.C. where he represented the San Diego Regional Chamber of Commerce.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

RINA KELLEY expressed concern about traffic and speeding on Carnation Ave. and adjacent streets.

JOHN CARR questioned the property tax reappraisal process; spoke in opposition to placing a crosswalk between City Hall and Veterans Park and questioned if a crosswalk could be placed within 150 feet of another crosswalk or street end; he expressed concern about the markings for parking spaces being too long, too many red zones and not enough handicap parking along the beach; and questioned if a ticket could be written for a vehicle crossing the line if the spot is not metered; and raised questions regarding funds designated for the skate park.

ED KRAVITZ requested that he be allowed to install a splitter in order to play video of the City Council meetings on his website; he requested that the Consent Agenda be taken at the end of the agenda and a member of the Council read every entry on the Warrant Register; he expressed concern about the appointment process of Councilmember Rose and the appointment process that is taking place in the City of Chula Vista.

PRESENTATIONS (1.1)

1.1 EAGLE PROJECT AWARD. (0410-30)

PUBLIC WORKS DIRECTOR LEVIEN introduced the item.

CHRIS MADAFFER, Eagle Scout, gave a PowerPoint presentation on the item.

MAYOR JANNEY presented plaques to Chris Madaffer and the following Eagle Scout candidates in recognition of their efforts on the City Hall xeriscape project:

- Austin Allen
- Eddie Moser
- Alex Niknejad
- Jessie Scott

PUBLIC WORKS DIRECTOR LEVIEN recognized Pat O'Connor, of Parterre, for creating the design of the project.

CONSENT CALENDAR (2.1 - 2.5)

With regard to Item No. 2.4, two letters addressed to the California Coastal Commission (one from City of Coronado Mayor Casey Tanaka; the other from Metro Wastewater JPA/Metro Commission Chair Ernie Erwin) were submitted as Last Minute Agenda Information.

With regard to Item No. 2.2, MAYOR JANNEY explained the large expenses on the Warrant Register and the City's financial obligations.

ED KRAVITZ indicated opposition to Item No. 2.2 (was not available to speak).

MOTION BY MCCOY, SECOND BY ROSE, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.5. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES.

Approved the minutes of the regular City Council Meeting of August 5, 2009.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 69420 through 69553 with the subtotal amount of \$1,736,282.65; and Payroll Checks 41589 through 41683 for the pay period ending 08/27/09 with the subtotal amount of \$222,017.04; for a total amount of \$1,958,299.69.

2.3 RESOLUTION NO. 2009-6805 – AUTHORIZING STAFF TO RECEIVE SUMMARY BACKGROUND REPORTS. (0390-05)

Adopted resolution.

2.4 LETTER IN SUPPORT OF THE REISSUANCE OF SECONDARY TREATMENT WAIVER FOR POINT LOMA WASTEWATER TREATMENT PLANT. (0620-75)

Authorized the Mayor to sign and send the yet to be written JPA letter supporting the waiver and the letter attached to the staff report or a similar one when and if the Metro Commission/Metro Wastewater JPA requests letters of support.

2.5 RESOLUTION NO. 2009-6806 – AUTHORIZING SALE OF CERTAIN SURPLUS CITY EQUIPMENT. (0380-45)

Adopted resolution.

ORDINANCES – PUBLIC HEARING/INTRODUCTION/FIRST READING (3.1)

3.1 ORDINANCE NO. 2009-1091 – AN INTERIM ORDINANCE EXTENDING AN URGENCY MEASURE PROHIBITING COOPERATIVE, COLLECTIVE, OR OTHER FORMS OF MARIJUANA DISPENSARIES DURING A SPECIAL STUDY PERIOD DURING A 45-DAY SPECIAL STUDY PERIOD FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS. (0610-95)

MAYOR JANNEY declared the public hearing open.

CITY ATTORNEY LOUGH gave a report on the item; and announced materials from Brad Bernhard were submitted as Last Minute Agenda Information.

COUNCILMEMBER MCCOY gave City Manager Brown a copy of an article that recently appeared in Harper's Magazine regarding this issue.

JERRY MASON submitted a recent article from Fortune Magazine entitled, "How Marijuana Became Legal"; and he spoke in support of medical marijuana dispensaries.

DANIEL GREEN spoke in support of medical marijuana dispensaries.

DUSTIN VOGEL spoke in support of medical marijuana dispensaries.

RON MOODY spoke in opposition to medical marijuana dispensaries and expressed concern about the medical marijuana dispensary advertisements that appeared in the San Diego Reader.

RINA KELLEY spoke about making laws more strict in the need of safety or welfare, and the need to do everything possible for the City to keep its good reputation.

BRAD BERNHARD, of the C.A.R.E. Collective, suggested the formation of a peer review committee and spoke in support of medical marijuana dispensaries (additional speaking time donated by Cephas Mason).

Discussion ensued regarding the oversight required on this type of business; the need to respect the State's law governing medical marijuana dispensaries; and staff taking time to prepare a well-written ordinance that strikes a balance between accommodating those who need help and coordinating with law enforcement.

MAYOR JANNEY closed the public hearing, and called for the reading of the title of interim Ordinance No. 2009-1091.

CITY CLERK HALD read the title of interim Ordinance No. 2009-1091, "AN INTERIM ORDINANCE EXTENDING AN URGENCY MEASURE PROHIBITING COOPERATIVE, COLLECTIVE, OR OTHER FORMS OF MARIJUANA DISPENSARIES DURING A SPECIAL STUDY PERIOD DURING A 45-DAY SPECIAL STUDY PERIOD FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS."

MOTION BY KING, SECOND BY MCCOY, TO DISPENSE INTRODUCTION, WAIVE FURTHER READING OF ORDINANCE NO. 2009-1091, AND ADOPT, BY AT LEAST A FOUR-FIFTHS VOTE, ORDINANCE NO. 2009-1091 BY TITLE ONLY. MOTION CARRIED UNANIMOUSLY.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1 - 6.3)

6.1 RESOLUTION NOS. 2009-6807 AND R-09-194 – APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM. (0390-88)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a report on the item.

MOTION BY MCCOY, SECOND BY ROSE, TO ADOPT RESOLUTION NOS. 2009-6807 AND R-09-194 – APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM. MOTION CARRIED UNANIMOUSLY.

6.2 COMMERCIAL ZONING REVIEW. (0610-95)

CITY MANAGER BROWN introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE gave a report on the item.

Council discussion ensued regarding the recommendations; community outreach; presenting the information to and obtaining feedback from the public and Council; whether to have more community workshops and Council meetings.

MICHAEL CAREY, representing IB Concerned Citizens, expressed disappointment that this meeting was not communicated to the community; he spoke in support of community involvement; suggested an ad hoc committee be formed to discuss matters on an ongoing basis (additional speaking time donated by Ruth Cole).

BRIAN JONES stated that the public is concerned about height and density; he expressed concern that the current document is unworkable.

WIN HEISKALA concurred with previously made comments (did not speak).

Discussion ensued regarding holding a meeting on the substantive issues and process; City Manager Brown will coordinate with Council to schedule a date.

RON MOODY spoke of the need to heed the consultants' recommendations.

TERESA IRISH agreed with Mr. Jones; and requested more public notification of meetings.

CITY MANAGER BROWN spoke to the community outreach by saying that staff sends notices to individuals who have requested to be placed on the email notification list; also Mr. Carey has a distribution list; display ads have been published in the IB Eagle newspaper; and public announcements have been made on the City's information channel and website.

Additional discussion ensued regarding holding a meeting to identify recommendations for further discussion and review.

Staff to coordinate with Council to determine a date for a special meeting.

6.3 A REPORT RECOMMENDING THE ESTABLISHMENT OF A NEW ANIMAL CONTROL SERVICE. (0200-05)

CITY MANAGER BROWN introduced the item.

PUBLIC SAFETY DIRECTOR SOTELO gave a report on the item; he explained that due to the increase in the City of Chula Vista rates, he is proposing a new City Animal Control Officer and utilizing the City of Chula Vista for its kennel and intake services. This would result in lower

intake costs, the ability to enforce our local regulations, and promote programs such as spay and neuter.

TIM O'NEAL spoke in support of the item and offered his assistance.

Consensus of City Council to create a new position for an Animal Control Officer to authorize staff to work with the City of Chula Vista in negotiating an agreement for kennel services and emergency afterhours call-out.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 8:47 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, CMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: October 21, 2009

ORIGINATING DEPT.: Michael McGrane *mmg*
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.

ENVIRONMENTAL IMPACT
Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

WARRANT # DATE AMOUNT

Accounts Payable

69664-69697	10/02/09	42,159.28
69698-69736	10/08/09	54,727.75
		96,887.03

Payroll Checks:

41749-41807	P.P.E. 09/24/09	151,280.88
		151,280.88
TOTAL	\$	248,167.91

FISCAL IMPACT:

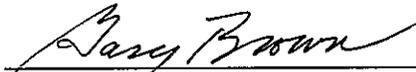
Warrants are issued from budgeted funds.

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

PREPARED 10/12/2009, 14:24:37
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 10/02/2009 TO 10/08/2009

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/02/2009	69664	AFLAC	120				440.65
101-0000-209.01-13	10/01/2009	PR AP PPE 092409 -AFLAC	092409		04/2010		440.65
10/02/2009	69665	AMERICAN CANCER SOCIETY	1				75.00
101-1010-411.29-04	09/29/2009	DONATION IN MEMORY -	09-23-2009		03/2010		75.00
10/02/2009	69666	AT&T/MCI	1270				14.64
601-5060-436.27-04	09/28/2009	C60-222-1236-444	T9923479		02/2010		14.64
10/02/2009	69667	BANANA PLACE	2				2,124.05
408-1920-519.20-06	09/23/2009	REESTABLISHMENT & MOVING	09-23-2009		03/2010		2,124.05
10/02/2009	69668	BDS ENGINEERING INC	372				1,005.50
101-0000-221.01-02	09/03/2009	AUGUST 2009 PLAN CHECK	09-02G		03/2010		480.00
101-0000-221.01-02	09/03/2009	AUGUST 2009 PLAN CHECK	09-02G		03/2010		383.00
101-0000-221.01-02	09/03/2009	AUGUST 2009 PLAN CHECK	09-02G		03/2010		142.50
10/02/2009	69669	CALIFORNIA AMERICAN WATER	612				259.69
405-1260-413.27-02	09/23/2009	05-0536450-5 03/26-05/11	06-03-2009		01/2010		259.69
10/02/2009	69670	COLONIAL LIFE & ACCIDENT	941				147.74
101-0000-209.01-13	10/01/2009	PR AP PPE 092409COLONIAL	9498114-0902595		04/2010		147.74
10/02/2009	69671	CREATIVE BENEFITS INC FSA	1108				309.18
101-0000-209.01-11	10/01/2009	PR AP PPE 092409	092409		04/2010		309.18
10/02/2009	69672	CULLIGAN WATER CO. OF SAN	1112				18.00
101-1230-413.30-02	09/17/2009	OCTOBER 2009	04303939	010138	03/2010		18.00
10/02/2009	69673	D3 EQUIPMENT	1124				2,827.86
101-6040-454.28-01	09/08/2009	BUCKET LOCK CYLINDERS	S73132	010227	03/2010		2,561.07
501-1921-419.28-15	09/18/2009	HYDRAULIC OIL	S74079	010090	03/2010		266.79
10/02/2009	69674	EAGLE NEWSPAPER	1204				80.00
101-6010-551.20-06	08/27/2009	SOCCER FIELD	50536	010079	02/2010		80.00
10/02/2009	69675	EL TAPATIO INC	1407				145.67
101-1130-412.30-02	09/07/2009	MORNING REFRESHMENTS FOR	5096	F01024	03/2010		82.05
101-1010-411.30-02	09/07/2009	CITY COUNCIL MTG DINNER O	5097	F01025	03/2010		63.62
10/02/2009	69676	FASTENAL	909				58.49
601-5060-436.30-02	09/03/2009	LITHIUM GREASE/SHOVELS	CACHU20325	010062	03/2010		58.49
10/02/2009	69677	FEDERAL EXPRESS CORP.	911				17.78
101-1130-412.28-09	07/24/2009	DONNOE \$ ASSOC	9-272-82276	F01021	01/2010		17.78
10/02/2009	69678	FOUR GRANGER LLC	2				1,237.00
101-0000-221.01-05	09/29/2009	TEP 09-24 BOND REFUND	09-29-2009		03/2010		1,237.00
10/02/2009	69679	GCR TIRE CENTERS	1702				3,261.99
501-1921-419.28-16	09/04/2009	TIRES	45132	010102	03/2010		1,143.93

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501-1921-419.28-16	08/19/2009	TIRES-FS400 TUST	45130	010102 02/2010 764.65
501-1921-419.28-16	09/08/2009	TIRES-	48827	010102 03/2010 403.08
501-1921-419.28-16	09/21/2009	TIRES-	52275	010102 03/2010 572.18
501-1921-419.28-16	09/21/2009	TIRES-	52278	010102 03/2010 378.15
10/02/2009 69680	GOOGLE, INC.	2009		128.26
503-1923-419.20-06	09/05/2009	WEB COMPLETE MTHLY	843808	010226 03/2010 128.26
10/02/2009 69681	GRINDLINE SKATEPARKS, INC.	2141		6,875.00
101-6010-551.20-06	08/31/2009	SKATEPARK DESIGN	3680	010310 02/2010 6,875.00
10/02/2009 69682	I B FIREFIGHTERS ASSOCIATION	214		242.00
101-0000-209.01-08	10/01/2009	PR AP PPE 092409	092409	04/2010 242.00
10/02/2009 69683	ICMA RETIREMENT TRUST 457	242		5,565.62
101-0000-209.01-10	10/01/2009	PR AP PPE 092409	092409	04/2010 5,565.62
10/02/2009 69684	IMPERIAL BEACH CHAMBER OF COMM	1505		250.00
101-1920-419.29-04	09/22/2009	2009 BEACHFRONT BBQ SPONS	5247	03/2010 250.00
10/02/2009 69685	IMPERIAL BEACH TROPHIES	319		106.58
101-1130-412.30-02	09/01/2009	RETIREMENT AWARD FOR MARY	2742	F01023 03/2010 106.58
10/02/2009 69686	JOSE RAMOS	2162		776.16
101-0000-209.01-03	09/28/2009	EMP COMP PURCHASE/LOAN	401336	03/2010 776.16
10/02/2009 69687	ON Q SYSTEMS LLC.	2156		3,000.00
601-5060-436.20-06	08/31/2009	WASTE WATER SYS SUPPORT	IB-2009-01	010408 02/2010 3,000.00
10/02/2009 69688	ONE SOURCE DISTRIBUTORS	1071		130.50
101-6020-452.30-02	09/04/2009	LAMP ENCLOSURE	S3162755.001	010066 03/2010 130.50
10/02/2009 69689	PBOP/QUESTYS SOLUTIONS	1148		1,000.00
503-1923-519.50-04	06/18/2009	REMOTE QUESTYS CONFG		13/2009 1,000.00
10/02/2009 69690	SAM & SONS PLUMBING	1981		3,220.00
248-1920-519.20-06	09/03/2009	CLEAN&GREEN-1104 FLORENCE	1454	010421 03/2010 2,800.00
248-1920-519.20-06	09/08/2009	CLEAN&GREEN 1104 FLORENCE	1460	010421 03/2010 210.00
248-1920-519.20-06	09/09/2009	CLEAN&GREEN-533 EMERY	1461	010421 03/2010 210.00
10/02/2009 69691	SAN DIEGO CHAPTER - IAAP	1		70.00
101-1110-412.28-04	09/30/2009	IAAP Sep 09 Dinner Mgt	09-18-2009	03/2010 35.00
101-1110-412.28-04	09/30/2009	IAAP Octobe 09 Dinner Mgt	09-18-2009	03/2010 35.00
10/02/2009 69692	SD COUNTY SYMPOSIUM FUND	1		100.00
101-1210-413.28-04	10/02/2009	WORKSHOP - E.BUANGAN/MMCGRA		04/2010 100.00
10/02/2009 69693	SEIU LOCAL 221	1821		1,411.81
101-0000-209.01-08	10/01/2009	PR AP PPE 092409	092409	04/2010 1,411.81
10/02/2009 69694	SUNGARD PUBLIC SECTOR INC.	1370		2,420.00
101-1210-413.28-04	09/15/2009	WEB CONFRENCE	7802	010169 03/2010 120.00

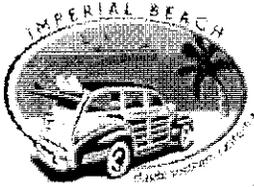
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101-1210-413.28-04	08/31/2009	WEB CONFERENCE	6623	010169	02/2010	200.00
101-1210-413.28-04	08/31/2009	ASSEST MANAGEMENT TRAIING	6573		02/2010	2,100.00
10/02/2009	69695	THE HILITE GROUP INC.	2145			1,449.40
248-1920-519.20-06	08/26/2009	CLEAN&GREEN-951 4TH STREE	2009481	010331	02/2010	221.00
248-1920-519.20-06	08/27/2009	963 FLORENCE ST	2009482	010329	02/2010	1,228.40
10/02/2009	69696	U.S. BANK	1873			3,320.71
101-1130-412.28-04	08/07/2009	LUNCHEON MEETING	00021	010366	02/2010	33.57
101-3040-424.28-04	08/12/2009	BLDG INTERVIEW PANEL LNCH	008857	010366	02/2010	66.61
101-0000-209.01-03	08/05/2009	CEJA, E - EMP COMP LOAN	H108073959		02/2010	423.29
101-3035-423.30-02	07/16/2009	JRLG RESCUE TUBES	15076	010269	02/2010	551.75
101-3035-423.30-02	07/28/2009	JRLG PROGRAM ITEMS	011020	010269	02/2010	48.90
408-5020-432.30-01	07/01/2009	LETTER SIZED PAPER	2545915	010286	02/2010	560.07
408-5020-432.30-01	07/21/2009	INK CARTRIDGE-HP	481915714-001	010286	02/2010	258.81
101-3035-423.28-04	08/05/2009	JRLG COMP REFRESHMENTS	6785010335103	010269	02/2010	63.06
101-3035-423.30-02	08/06/2009	JG UNIFORM STORAGE BAGS	8150921	010269	02/2010	67.32
101-3035-423.30-02	08/07/2009	JRLG BANQUET ITEMS	095496	010269	02/2010	35.76
101-3035-423.30-02	08/07/2009	JRLG CAPTAINS AWARDS	117178	010269	02/2010	960.00
405-1260-513.20-06	08/04/2009	SOCCER FIELD PLANS	5673119	010286	02/2010	86.57
101-3035-423.30-02	09/22/2009	JRLG KAYAKING DAY FEES	CCAC-W 080309	010269	03/2010	165.00
10/02/2009	69697	UNITED WAY OF SAN DIEGO COUNTY	1483			70.00
101-0000-209.01-09	10/01/2009	PR AP PPE 092409	092409		04/2010	70.00
10/08/2009	69698	ARROWHEAD MOUNTAIN SPRING	WATE 1340			142.01
101-1010-411.30-02	09/23/2009	MISC. NOT CLASSIFIED	0910025324922	010037	03/2010	85.98
101-5020-432.30-02	09/23/2009	WATER	0910026726646	010046	03/2010	56.03
10/08/2009	69699	AT&T MOBILITY	1866			590.95
503-1923-519.20-06	09/24/2009	287015635717 AUG/SEP 09	X09232009		03/2010	336.60
503-1923-419.27-05	09/24/2009	287015635717 AUG/SEP 09	X09232009		03/2010	254.35
10/08/2009	69700	AVENET, LLC	1510			1,140.00
503-1923-419.20-06	10/07/2009	12 MTH SVC MAIT/CUST SUPP	19273	010428	04/2010	1,140.00
10/08/2009	69701	BANABA PLACE	1			2,100.00
101-1920-532.20-06	09/30/2009	PARTIAL RE-ESTABLISHMENT	09-30-2009		03/2010	2,100.00
10/08/2009	69702	CA BUILDING STANDARDS COMMISSI	2127			16.20
101-0000-221.01-07	10/02/2009	STATE GREEN FEES 3RD QTR	09-30-09		04/2010	16.20
10/08/2009	69703	CLEAN HARBORS	913			579.86
101-5040-434.21-04	09/01/2009	PER. CAR RATE	6Y0926922	010121	03/2010	579.86
10/08/2009	69704	COX COMMUNICATIONS	1073			600.00
503-1923-419.21-04	09/21/2009	09/25-10/24 INTERNET SERV	10-16-2009	010309	03/2010	600.00
10/08/2009	69705	DEPT. OF CONSERVATION	1158			20.80
101-0000-211.01-01	10/05/2009	SMIPS 2009 3RD QTR FEES	09-30-09		04/2010	20.80

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10/08/2009	69706	DESIGN BUILD TENANT IMPROVEMEN	2119			12,144.33	
101-1910-419.28-01	08/25/2009	FIRE STATION REMODEL	12384-REV	010057	02/2010	740.61	
101-3020-422.50-04	08/25/2009	FIRE STATION REMODEL	12384-REV	010057	02/2010	4,221.00	
210-1235-513.20-06	08/25/2009	FIRE STATION REMODEL	12384-REV	010057	02/2010	7,182.72	
10/08/2009	69707	DOJ/OFFICE OF JUSTICE PROGRAMS	2			187.01	
213-0000-222.00-00	10/05/2009	REIMBURSEMENT GRANT 2005	10-02-2009		04/2010	187.01	
10/08/2009	69708	DOJ/OFFICE OF JUSTICE PROGRAMS	2			3,684.40	
213-0000-361.80-01	10/05/2009	REIMBURSEMENT GRANT 2005	10-02-2009		04/2010	3,684.40	
10/08/2009	69709	ALLIANT INSURANCE SERVICES, IN	1194			857.22	
101-0000-221.01-04	10/05/2009	SPECIAL EVENT INSURANCE			04/2010	857.22	
10/08/2009	69710	DRUG TESTING NETWORK INC	1195			59.95	
101-1130-412.20-06	09/14/2009	DMV EXAMINATION FOR CRAIG	45094	F01022	03/2010	59.95	
10/08/2009	69711	EDAW, INC	1804			1,274.54	
405-1260-513.20-06	09/17/2009	CONSULTING SVCS	1457029	080317	03/2010	1,274.54	
10/08/2009	69712	ENVIRO MATRIX ANALYTICAL INC	1691			435.00	
601-5050-436.21-04	09/28/2009	DRY WEATHER MONTERING	9090682	010120	03/2010	435.00	
10/08/2009	69713	FASTENAL	909			22.87	
501-1921-419.30-02	09/14/2009	BOLTS STOCK	CACHU20383	010062	03/2010	22.87	
10/08/2009	69714	FIRST RESPONSE SERVICES	2158			625.35	
101-1910-419.21-04	09/10/2009	EXHAUST FAN REPAIR LG STA	3611	010420	03/2010	625.35	
10/08/2009	69715	GENE'S AUTOMOTIVE	1014			402.60	
501-1921-419.28-01	09/22/2009	#600 SMOG	69918	010092	03/2010	49.75	
501-1921-419.28-01	09/22/2009	SMOG #119	69923	010092	03/2010	50.00	
501-1921-419.28-01	09/23/2009	SMOG #A2	69915	010092	03/2010	40.00	
501-1921-419.28-01	09/23/2009	SMOG #113	69916	010092	03/2010	40.00	
501-1921-419.28-01	09/24/2009	SMOG #616	69911	010092	03/2010	40.00	
501-1921-419.28-01	09/24/2009	SMOG #617	69913	010092	03/2010	40.00	
501-1921-419.28-01	10/01/2009	STRATUS SMOG	69876	010092	04/2010	40.00	
501-1921-419.28-01	09/29/2009	A/C SVCS/ O2 RAM	69889	010092	03/2010	102.85	
10/08/2009	69716	GO-STAFF, INC.	2031			1,249.43	
101-1020-411.21-01	09/15/2009	ROCHER, J W/E 09/13/09	65176	010027	03/2010	305.63	
601-5060-436.21-01	09/22/2009	TRONCOSO, L W/E 09/20/09	65333	010148	03/2010	943.80	
10/08/2009	69717	GRAINGER	1051			381.34	
101-6040-454.30-02	09/08/2009	CABLE	9072961494	010076	03/2010	12.10	
101-6040-454.30-02	09/09/2009	SLEEVES, ALUMINUM	9073740590	010076	03/2010	7.89	
101-6020-452.30-02	09/10/2009	DUCT TAPE	9074576118	010076	03/2010	37.88	
101-1910-419.30-02	09/14/2009	LAMP, MVR175/U	9077011824	010076	03/2010	86.13	
101-1910-419.30-02	09/22/2009	FIXTURE, WALL	9083129651	010076	03/2010	237.34	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/08/2009 601-5050-436.30-02	69718 10/05/2009	GUY NELSON	2				142.66
		WOOK BOOTS PURCHASED	208385		04/2010		142.66
10/08/2009 601-5060-436.30-02	69719 09/08/2009	HAGEMEYER NO. AMERICA, INC	30				70.55
		SPLASH RESISTANT SUNGLASS	I9-35769-11	010109	03/2010		70.55
10/08/2009 248-1920-519.20-06	69720 09/10/2009	HENDERSON'S HEATING & AIR COND	2063				4,980.00
		CLEAN&GREEN-1104 FLORENCE	10821	010422	03/2010		4,980.00
10/08/2009 101-1920-532.20-06	69721 09/30/2009	J & T NAILS	1				2,706.00
		PARTIAL MOVE & PARTIAL	09-30-2009		03/2010		2,706.00
10/08/2009 405-1260-513.20-06	69722 09/15/2009	LAWRENCE J MARTIN	1832				66.00
		MILEAGE REIMBURSMET	09-15-2009		03/2010		66.00
10/08/2009 501-1921-419.28-16	69723 09/17/2009	LIGHTHOUSE, INC	787				61.88
		BACK-UP ALARM/LAMP/RELAY	2284226	010094	03/2010		61.88
10/08/2009 101-5010-431.20-06	69724 10/02/2009	MICHAL PIASECKI CONSULTING	1795				7,020.00
		CONSULTING SERVICES	116	010074	04/2010		337.50
101-6020-452.20-06	10/02/2009	CONSULTING SERVICES	116	010074	04/2010		67.50
405-1260-513.20-06	10/02/2009	CONSULTING SERVICES	116	010074	04/2010		90.00
405-1260-513.20-06	10/02/2009	CONSULTING SERVICES	116	010074	04/2010		2,475.00
601-5050-436.20-06	10/02/2009	UPDATES/STORM DRAIN	117	010074	04/2010		4,050.00
10/08/2009 408-5020-432.25-01	69725 09/23/2009	MOBILE HOME ACCEPTANCE CORPORA	1533				299.06
		10/7-11/06/09 PW TRAILER	148094	010146	03/2010		299.06
10/08/2009 101-5020-432.28-04	69726 09/15/2009	PACIFIC SAFETY COUNCIL	1275				8.70
		SAFETY VIDEO RENTAL	66519	010412	03/2010		8.70
10/08/2009 101-6040-454.30-02	69727 09/18/2009	PADRE JANITORIAL SUPPLIES	1430				478.92
		URINAL TOSS BLK/CLEAN BRE	292316	010080	03/2010		108.96
101-6040-454.30-02	09/29/2009	URINALS DISINFECTANT	292862	010080	03/2010		369.96
10/08/2009 501-1921-419.28-16	69728 09/17/2009	RANCHO AUTO & TRUCK PARTS	1685				573.81
		PICKUP PARTS #143	7693-2023	010072	03/2010		190.99
501-1921-419.28-16	09/22/2009	CREDIT RETURN	7693-2460	010072	03/2010		110.35
501-1921-419.28-16	09/23/2009	AIR FILTERS	7693-2577	010072	03/2010		22.40
501-1921-419.28-16	09/21/2009	OIL FILTER	7693-2305	010072	03/2010		16.88
501-1921-419.28-16	09/21/2009	BRAKE LIGHT SWITCH	7693-2307	010072	03/2010		6.08
501-1921-419.28-16	09/22/2009	BRAKE ROTOR/INNER SEAL/ST	7693-2426	010072	03/2010		110.35
501-1921-419.28-16	09/22/2009	BRAKE ROTOR/INNER SEAL	7693-2441	010072	03/2010		89.95
501-1921-419.28-16	10/01/2009	FILTERS/FLUIDS	7693-3517	010072	04/2010		109.17
501-1921-419.28-16	10/01/2009	OIL FILTERS	7693-3527	010072	04/2010		16.57
501-1921-419.28-16	10/05/2009	S-10 METRO HOT RUN	7693-3772	010072	04/2010		44.20
501-1921-419.28-16	09/21/2009	WIX FILTERS	7693-2389	010072	03/2010		72.71
501-1921-419.28-16	09/28/2009	ADAPTER HI SIDE	7693-3151	010072	03/2010		4.86
10/08/2009 101-0000-121.00-00	69729 10/06/2009	RICHARD BELL	2				50.00
		PT 49476 OVERTURNED AT HE	MR Refund		04/2010		50.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/08/2009	69730	SDGE	289				466.72
101-6020-452.27-01	09/28/2009	6921 003 2109 07/31-08/31	09-26-2009		03/2010		466.72
10/08/2009	69731	SHARP REES-STEALY MEDICAL CNTR	390				1,284.00
101-6040-454.21-04	09/12/2009	WAMBERG, MARTHA	216	010035	03/2010		69.00
101-6040-454.21-04	09/12/2009	WELSCH, APRIL	216	010035	03/2010		69.00
101-6040-454.21-04	09/12/2009	GASTELUM, MARIO ALBERT	216	010035	03/2010		124.00
101-6040-454.21-04	09/12/2009	GOMEZ, LETICIA	216	010035	03/2010		69.00
101-6040-454.21-04	09/12/2009	HOLLOWAY, BERNARDO	216	010035	03/2010		124.00
101-6040-454.21-04	09/12/2009	KING, BRYAN	216	010035	03/2010		69.00
101-6040-454.21-04	09/12/2009	KING, BRYAN	216	010035	03/2010		39.00
101-6040-454.21-04	09/12/2009	MANNING, RICHARD	216	010035	03/2010		80.00
101-6040-454.21-04	09/12/2009	EAST, MARK	216	010035	03/2010		39.00
101-6040-454.21-04	09/12/2009	FRANCO, CARLOS	216	010035	03/2010		69.00
101-6040-454.21-04	09/12/2009	GARCIA, CHRISTOPHER	216	010035	03/2010		69.00
101-6040-454.21-04	09/12/2009	TORRES, JOSE	216	010035	03/2010		124.00
101-6040-454.21-04	09/12/2009	EAST, MARK	216	010035	03/2010		69.00
601-5060-436.21-04	09/12/2009	AGUIRRE, JOSE	216	010035	03/2010		94.00
101-1130-412.21-04	09/12/2009	MCKEE, ANDREW	216	010041	03/2010		39.00
101-1130-412.21-04	09/12/2009	MCKEE, ANDREW	216	010041	03/2010		69.00
101-1130-412.21-04	09/12/2009	SALGADO, ROBERT	216	010041	03/2010		69.00
10/08/2009	69732	SKS INC.	412				6,450.75
501-1921-419.28-15	09/17/2009	1000 G REG/134 G DIESEL	1228743-IN	010101	03/2010		3,071.42
501-1921-419.28-15	09/24/2009	150G DIESEL/1100 G REG	1228869-IN	010101	03/2010		3,379.33
10/08/2009	69733	STANDARD ELECTRONICS	504				297.50
101-1910-419.28-01	09/15/2009	9/04 & 09/11 LABOR-CALL	13033	010130	03/2010		212.50
101-1910-419.20-23	09/17/2009	09/04 FD CHECK-LABOR	13045	010130	03/2010		85.00
10/08/2009	69734	VIC'S BARBER SHOP	1				1,159.87
101-1920-532.20-06	09/30/2009	SEARCH EXP & RE-ESTABLISH	09-30-2009		03/2010		1,159.87
10/08/2009	69735	VICKY'S HAIR SALON	1				900.83
101-1920-532.20-06	09/30/2009	SEARCH EXP & RE-ESTABLISH	09-30-2009		03/2010		900.83
10/08/2009	69736	WAXIE SANITARY SUPPLY	802				1,196.64
601-5060-436.30-02	09/18/2009	MULTIFOLD TOWEL	71517619	010069	03/2010		206.80
101-6040-454.30-02	09/29/2009	RESTROOM SUPPLIES	71536394	010069	03/2010		989.84

DATE RANGE TOTAL * 96,887.03 *



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: October 21, 2009

ORIGINATING DEPT.: City Attorney

SUBJECT: ADOPT RESOLUTION NO. 2009-6812 APPROVING A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

BACKGROUND:

Proposition 1A Suspension: Proposition 1A was passed by California voters in 2004 to ensure local property tax and sales tax revenues remain with local government thereby safeguarding funding for public safety, health, libraries, parks, and other local services. Provisions can only be suspended if the Governor declares a fiscal necessity and two-thirds of the Legislature concur.

DISCUSSION:

The emergency suspension of Proposition 1A was passed by the Legislature and signed by the Governor as ABX4 14 and ABX4 15 as part of the 2009-10 budget package on July 28, 2009. Under the provision, the State will borrow 8% of the amount of property tax revenue apportioned to cities, counties and special districts. The state will be required to repay those obligations plus interest by June 30, 2013.

The legislature is currently reviewing a clean-up bill, SB67 which would provide for a few critical changes to the enacted legislation, including but not limited to providing for: financing to occur in November; county auditor certification of amount of Prop 1A receivable; tax-exempt structure; California Communities as the only issuer; more flexibility on bond structure (interest payments, state payment date and redemption features); sales among local agencies; and revision to the hardship mechanism. While SB 67 has not yet been passed and signed into law, California Communities expects that to occur prior to funding the Program. If for any reason SB 67 is not enacted and the bonds cannot be sold by December 31, 2009, all approved documents placed in escrow with Transaction counsel will be of no force and effect and will be destroyed.

Proposition 1A Securitization Program:

Authorized under ABX4 14 and ABX4 15, the Proposition 1A Securitization Program was instituted by California Communities to enable Local Agencies to sell their respective Proposition 1A Receivables to California Communities. Currently, SB67 is being considered to clarify specific aspects of ABX4 14 and ABX4 15. Under the Securitization Program, California Communities will simultaneously purchase the Proposition 1A Receivables, issue bonds ("Prop 1A Bonds") and provide each local agency with the cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010 (to coincide with the dates that the State will be shifting property tax from local agencies). The purchase price paid to the local agencies will equal 100% of the amount of the property tax reduction. All transaction costs of issuance and interest will be paid by the State of California. Participating local agencies will have no obligation on the bonds and no credit exposure to the State.

If the City sells its Proposition 1A Receivable under the Proposition 1A Securitization Program, California Communities will pledge the City's Proposition 1A Receivable to secure the repayment of a corresponding amount of the Prop 1A Bonds. The City's sale of its Proposition 1A Receivable will be irrevocable. Bondholders will have no recourse to the City if the State does not make the Proposition 1A Repayment.

Proposition 1A Program Sponsor:

California Statewide Communities Development Authority ("California Communities") is a joint powers authority sponsored by the California State Association of Counties and the League of California Cities. The member agencies of California Communities include approximately 230 cities and 54 counties throughout California.

Benefits of Participation in the Proposition 1A Securitization Program:

The benefits to the City of participation in the Proposition 1A Securitization Program include:

- Immediate cash relief – the sale of the City's Proposition 1A Receivable will provide the City with 100% of its Proposition 1A Receivable in two equal installments, on January 15, 2010 and May 3, 2010.
- Mitigates impact of 8% property tax withholding in January and May – Per ABX4 14 and ABX4 15 and the proposed clean-up legislation SB 67, the State will withhold 8% of property tax receivables due to Cities, Counties, and Special Districts under Proposition 1A. The financing outlines bond proceeds to be distributed to coincide with the dates that the State will be shifting property tax from local agencies.
- All costs of financing borne by the State of California. The City will not have to pay any interest cost or costs of issuance in connection with its participation.
- No obligation on Bonds. The City has no obligation with respect to the payment of the bonds, nor any reporting, disclosure or other compliance obligations associated with the bonds.

Proceeds of the Sale of the City of Imperial Beach's Proposition 1A Receivable:

Upon delivery of the Proposition 1A Bonds, California Communities will make available to the City its fixed purchase price, which will equal 100% of the local agency's Proposition 1A Receivable. These funds may be used for any lawful purpose of the City and are not restricted by the program.

Proposed Proposition 1A Receivables Sale Resolution:

The proposed Proposition 1A Receivables Sale Resolution:

- (1) Authorizes the sale of the City's Proposition 1A Receivable to California Communities for 100% of its receivable;
- (2) Approves the form, and directs the execution and delivery, of the Purchase and Sale Agreement with California Communities and related documents;
- (3) Authorizes and directs any Authorized Officer to send, or to cause to be sent, an irrevocable written instruction required by statute to the State Controller notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement of the Proposition 1A Receivable to the Proposition 1A Bond Trustee;
- (4) Appoints certain City officers and officials as Authorized Officers for purposes of signing documents; and
- (5) Authorizes miscellaneous related actions and makes certain ratifications, findings and determinations required by law.

Proposed Purchase and Sale Agreement

The proposed Purchase and Sale Agreement:

- (1) Provides for the sale of the Proposition 1A Receivable to California Communities;
- (2) Contains representations and warranties of the City to assure California Communities that the Proposition 1A Receivable has not been previously sold, is not encumbered, that no litigation or other actions is pending or threatened to disrupt the transaction and the this is an arm's length "true sale" of the Proposition 1A Receivable.
- (3) Provides mechanics for payment of the Purchase Price
- (4) Contains other miscellaneous provisions.

Proposed Purchase and Sale Agreement Exhibits:

The proposed Proposition 1A Purchase and Sale Agreement Exhibits:

- (B1) Opinion of Counsel: This is an opinion of the counsel to the local agency covering basic approval of the documents, litigation, and enforceability of the document against the Seller. It will be dated as of the Pricing date of the bonds (currently expected to be November 10, 2009).

- (B2) Bringdown Opinion: This simply "brings down" the opinions to the closing date (currently expected to be November 19, 2009).
- (C1) Certificate of the Clerk of the Local Agency: A certificate of the Clerk confirming that the resolution was duly adopted and is in full force and effect.
- (C2) Seller Certificate: A certification of the Seller dated as of the Pricing Date confirming that the representations and warranties of the Seller are true as of the Pricing Date, confirming authority to sign, confirming due approval of the resolution and providing payment instructions.
- (C3) Bill of Sale and Bringdown Certificate: Certificate that brings the certifications of C2 down to the Closing Date and confirms the sale of the Proposition 1A Receivable as of the Closing Date.
- (D) Irrevocable Instructions to the Controller: Required in order to let the State Controller know that the Proposition 1A Receivable has been sold and directing the State to make payment of the receivable to the Trustee on behalf of the Purchaser.
- (E) Escrow Instruction Letter: Instructs Transaction Counsel (Orrick) to hold all documents in escrow until closing, and if closing does not occur by December 31, 2009 for any reason, to destroy all documents.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

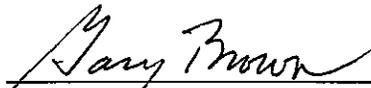
The State has declared that they will take the maximum allowable amount under Prop 1A, \$344,863.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2009-6812

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary R. Brown, City Manager

Attachments:

1. Resolution No. 2009-6812 APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY FOR A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH
2. Appendix A – Authorized Officers
3. Purchase and Sales Agreement

RESOLUTION NO. 2009-6812CITY COUNCIL
OF THE
CITY OF IMPERIAL BEACH

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies within the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, the City of Imperial Beach, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital;

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require;

WHEREAS, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable;

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by and between the Seller and the Purchaser in the form presented to this City Council (the "Sale Agreement") for the purposes set forth herein;

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely

from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds;

WHEREAS, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by City of Imperial Beach to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser;

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds;

WHEREAS, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable;

WHEREAS, the Seller will use the proceeds received from the sale of the Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State;

NOW THEREFORE, the City Council of the City of Imperial Beach hereby resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and this City Council hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of the Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County auditor pursuant to the Act. The form of Sale Agreement presented to the City Council is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this meeting.

Section 3. Any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the "Irrevocable Written Instruction") notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this meeting.

Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of the Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this City Council, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The City Council acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell the Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations thereunder.

Section 7. This Resolution shall take effect from and after its adoption and approval.

PASSED AND ADOPTED by the City Council of the City of Imperial Beach, State of California, this _____ day of _____, 2009, by the following vote:

AYES:

NOES:

ABSENT:

Mayor

Attest:

City Clerk

Approved as to form :

SELLER'S COUNSEL

By _____

Dated: _____

APPENDIX A

CITY OF IMPERIAL BEACH

Authorized Officers: Gary Brown, City Manager

Michael McGrane, Finance Director

any designee of any of them, as appointed in a written certificate of such Authorized Officer delivered to the Trustee.

CITY OF IMPERIAL BEACH, CALIFORNIA,
as Seller

and

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,
as Purchaser

PURCHASE AND SALE AGREEMENT

Dated as of November 1, 2009

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of November 1, 2009 (this "Agreement"), is entered into by and between:

(1) CITY OF IMPERIAL BEACH, a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code (the "Seller"); and

(2) CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Purchaser").

RECITALS

A. Pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, local agencies within the meaning of Section 6585(f) of the California Government Code are entitled to receive certain payments to be made by the State of California (the "State") on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year, which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code.

B. The Seller is the owner of the Proposition 1A Receivable (as defined below) and is entitled to and has determined to sell all right, title and interest in and to the Proposition 1A receivable, namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund any lawful purpose as permitted under the applicable laws of the State.

C. The Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require.

D. The Purchaser, a joint exercise of powers authority organized and existing under the laws of the State, has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable.

E. The Seller is willing to sell, and the Purchaser is willing to purchase, the Proposition 1A Receivable upon the terms specified in this Agreement.

F. Pursuant to its Proposition 1A Receivable Financing Program (the "Program"), the Purchaser will issue its bonds (the "Bonds") pursuant to an Indenture (the "Indenture"), between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and will use a portion of the proceeds thereof to purchase the Proposition 1A Receivable from the Seller.

G. The Purchaser will grant a security interest in such Proposition 1A Receivable to the Trustee and each Credit Enhancer to secure the Bonds.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions and Interpretation.

(a) For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Exhibit A attached hereto and which is incorporated by reference herein.

(b) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section and exhibit references contained in this Agreement are references to sections and exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(c) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time may be amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments and exhibits thereto and instruments incorporated therein; and any references to a Person are also to its permitted successors and assigns.

2. Agreement to Sell and Purchase; Conditions Precedent.

(a) The Seller agrees to sell, and the Purchaser agrees to purchase, on the Closing Date, for an amount equal to the Purchase Price, all right, title and interest of the Seller in and to the “Proposition 1A receivable” as defined in Section 6585(g) of the California Government Code (the “Proposition 1A Receivable”), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code. The Purchase Price shall be paid by the Purchaser to the Seller in two equal cash installment payments, without interest (each, an “Installment Payment” and, collectively, the “Installment Payments”), on January 15, 2010, and May 3, 2010 (each a “Payment Date” and, collectively, the “Payment Dates”). The Purchaser shall pay the Purchase Price by wire transfer pursuant to wire instructions provided by the Seller to the Trustee by e-mail to john.delaray@wellsfargo.com or by facsimile to 213-614-3355, Attention: John Deleray. If wire instructions are not provided to the Trustee (or if such wire instructions are invalid) payment will be made by check mailed to the Seller’s Principal Place of Business.

(b) The performance by the Purchaser of its obligations hereunder shall be conditioned upon:

- (i) Transaction Counsel receiving on or before the date the Bonds are sold (the “Pricing Date”), to be held in escrow until the Closing Date and then delivered to the Purchaser on the Closing Date, the following documents

duly executed by the Seller or its counsel, as applicable: (1) an opinion of counsel to the Seller dated the Pricing Date in substantially the form attached hereto as Exhibit B1, (2) certificates dated the Pricing Date in substantially the forms attached hereto as Exhibit C1 and Exhibit C2, (3) irrevocable instructions to the Controller dated as of the Closing Date in substantially the form attached hereto as Exhibit D, (4) this Agreement, (5) a certified copy of the resolution of the Seller's City Council approving this Agreement, the transactions contemplated hereby and the documents attached hereto as exhibits, and (6) an escrow instruction letter in substantially the form attached hereto as Exhibit E;

- (ii) Transaction Counsel receiving on or before the Pricing Date, (1) a bringdown opinion of counsel to the Seller dated as of the Closing Date in substantially the form attached hereto as Exhibit B2, and (2) a bill of sale and bringdown certificate of the Seller (the "Bill of Sale") in substantially the form attached hereto as Exhibit C3; provided that the Purchaser may waive, in its sole discretion, the requirements of Section 2(b)(ii)(1);
- (iii) the Purchaser issuing Bonds in an amount which will be sufficient to pay the Purchase Price; and
- (iv) the receipt by the Purchaser of a certification of the County Auditor confirming the Initial Amount of the Proposition 1A Receivable pursuant to the Act.

(c) The performance by the Seller of its obligations hereunder shall be conditioned solely upon the Purchaser's issuance of the Bonds and its execution and delivery of this Agreement, pursuant to which it is legally obligated to pay the Installment Payments to the Seller on the Payment Dates as set forth in this Agreement, and no other act or omission on the part of the Purchaser or any other party shall excuse the Seller from performing its obligations hereunder. Seller specifically disclaims any right to rescind this Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make Installment Payments in the requisite amounts on the Payment Dates.

3. Purchase Price, Conveyance of Proposition 1A Receivable and Payment of Purchase Price.

(a) Upon pricing of the Bonds by the Purchaser, the Purchaser will inform the Seller that it will pay the Purchase Price in Installment Payments on the Payment Dates.

(b) In consideration of the Purchaser's agreement to pay and deliver to the Seller the Installment Payments on the Payment Dates, the Seller agrees to (i) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided herein, and the Purchaser agrees to purchase, accept and receive, the Proposition 1A Receivable, and (ii) assign to the Purchaser, to the extent permitted by law, all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other

applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. This is the statement referred to in Sections 6588.6(b) and (c) of the California Government Code.

4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller, as of the date hereof, as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the State of California.

(b) The Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder and has duly authorized such purchase and assignment of the Proposition 1A Receivable by the Purchaser by all necessary action.

(c) Neither the execution and delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations hereunder, shall conflict with or result in a breach or default under any of its organizational documents, any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party.

(d) To the best of the knowledge of the Purchaser, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Purchaser affecting the existence of the Purchaser or the titles of its commissioners or officers, or seeking to restrain or to enjoin the purchase of the Proposition 1A Receivable or to direct the application of the proceeds of the purchase thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Purchaser contemplated by any of said documents, or in any way contesting the powers of the Purchaser or its authority with respect to the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Purchaser contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Purchaser from purchasing the Proposition 1A Receivable or which if determined adversely to the Purchaser would have an adverse effect upon the Purchaser's ability to purchase the Proposition 1A Receivable, nor to the knowledge of the Purchaser is there any basis therefor.

(e) This Agreement, and its execution, delivery and performance hereof have been duly authorized by it, and this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with the terms hereof, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(f) The Purchaser is a separate legal entity, acting solely through its authorized representatives, from the Seller, maintaining separate records, books of account, assets, bank accounts and funds, which are not and have not been commingled with those of the Seller.

(g) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the purchase by the Purchaser of the Proposition 1A Receivable or the performance by the Purchaser of its obligations under the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(h) Insofar as it would materially adversely affect the Purchaser's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Purchaser, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the execution and delivery by the Purchaser of the Transaction Documents to which it is a party, and compliance by the Purchaser with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Purchaser a breach of or default under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Purchaser is subject.

5. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser, as of the date hereof, as follows:

(a) The Seller is a local agency within the meaning of Section 6585(f) of the California Government Code, with full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) The Seller has full power, authority and legal right to sell and assign the Proposition 1A Receivable to the Purchaser and has duly authorized such sale and assignment to the Purchaser by all necessary action; and the execution, delivery and performance by the Seller of this Agreement has been duly authorized by the Seller by all necessary action.

(c) This Agreement has been, and as of the Closing Date the Bill of Sale will have been, duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery of this Agreement by the Purchaser, each of this Agreement and the Bill of Sale constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(d) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the sale by the Seller of the Proposition 1A Receivable or the performance by the Seller of its

obligations under the Resolution and the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(e) Insofar as it would materially adversely affect the Seller's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Seller is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Seller, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the adoption of the Resolution and the execution and delivery by the Seller of the Transaction Documents to which it is a party, and compliance by the Seller with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Seller a breach of or default under any agreement or other instrument to which the Seller is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Seller is subject.

(f) To the best of the knowledge of the Seller, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller affecting the existence of the Seller or the titles of its City Council members or officers to their respective offices, or seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents, or in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Seller contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Seller from selling the Proposition 1A Receivable or which if determined adversely to the Seller would have an adverse effect upon the Seller's ability to sell the Proposition 1A Receivable, nor to the knowledge of the Seller is there any basis therefor.

(g) Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller was the sole owner of the Proposition 1A Receivable, and has such right, title and interest to the Proposition 1A Receivable as provided in the Act. From and after the conveyance of the Proposition 1A Receivable by the Seller to Purchaser on the Closing Date, the Seller shall have no right, title or interest in or to the Proposition 1A Receivable. Except as provided in this Agreement, the Seller has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor has the Seller created, or to the best knowledge of the Seller permitted the creation of, any lien, pledge, security interest or any other encumbrance (a "Lien") thereon. Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller held title to the Proposition 1A Receivable free and clear of any Liens. As of the Closing Date, this Agreement, together with the Bill of Sale, constitutes a valid and absolute sale to the buyer of all of the Seller's right, title and interest in and to the Proposition 1A Receivable.

(h) The Seller acts solely through its authorized officers or agents.

(i) The Seller maintains records and books of account separate from those of the Purchaser.

(j) The Seller maintains its respective assets separately from the assets of the Purchaser (including through the maintenance of separate bank accounts); the Seller's funds and assets, and records relating thereto, have not been and are not commingled with those of the Purchaser.

(k) The Seller's principal place of business and chief executive office is located at 825 Imperial Beach Blvd, Imperial Beach, CA 91932.

(l) The aggregate amount of the Installment Payments is reasonably equivalent value for the Proposition 1A Receivable. The Seller acknowledges that the amount payable to or on behalf of the Purchaser by the State with respect to the Proposition 1A Receivable will be in excess of the Purchase Price and the Initial Amount of the Proposition 1A Receivable and confirms that it has no claim to any such excess amount whatsoever.

(m) The Seller does not act as an agent of the Purchaser in any capacity, but instead presents itself to the public as an entity separate from the Purchaser.

(n) The Seller has not guaranteed and shall not guarantee the obligations of the Purchaser, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Purchaser; and the Seller has not received nor shall the Seller accept any credit or financing from any Person who is relying upon the availability of the assets of the Purchaser in extending such credit or financing. The Seller has not purchased and shall not purchase any of the Bonds or any interest therein.

(o) All transactions between or among the Seller, on the one hand, and the Purchaser on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space), whether existing on the date hereof or entered into after the date hereof, shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by each such party thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.

(p) The Seller has not, under the provisions of Section 100.06(b) of the California Revenue and Taxation Code, received a reduction for hardship or otherwise, nor has it requested, made arrangements for, or completed a reallocation or exchange with any other local agency, of the total amount of the ad valorem property tax revenue reduction allocated to the Seller pursuant to Section 100.06(a) of the California Revenue and Taxation Code.

6. Covenants of the Seller.

(a) The Seller shall not take any action or omit to take any action which adversely affects the interests of the Purchaser in the Proposition 1A Receivable and in the proceeds thereof. The Seller shall not take any action or omit to take any action that shall adversely affect

the ability of the Purchaser, and any assignee of the Purchaser, to receive payments of the Proposition 1A Receivable.

(b) The Seller shall not take any action or omit to take any action that would impair the validity or effectiveness of the Act, nor, without the prior written consent of the Purchaser or its assignees, agree to any amendment, modification, termination, waiver or surrender of, the terms of the Act, or waive timely performance or observance under the Act. Nothing in this agreement shall impose a duty on the Seller to seek to enforce the Act or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the Act.

(c) Upon request of the Purchaser or its assignee, (i) the Seller shall execute and deliver such further instruments and do such further acts (including being named as a plaintiff in an appropriate proceeding) as may be reasonably necessary or proper to carry out more effectively the purposes and intent of this Agreement and the Act, and (ii) the Seller shall take all actions necessary to preserve, maintain and protect the title of the Purchaser to the Proposition 1A Receivable.

(d) On or before the Closing Date, the Seller shall send (or cause to be sent) an irrevocable instruction to the Controller pursuant to Section 6588.6(c) of California Government Code to cause the Controller to disburse all payments of the Proposition 1A Receivable to the Trustee, together with notice of the sale of the Proposition 1A Receivable to the Purchaser and the assignment of all or a portion of such assets by the Purchaser to the Trustee. Such notice and instructions shall be in the form of Exhibit D hereto. The Seller shall not take any action to revoke or which would have the effect of revoking, in whole or in part, such instructions to the Controller. Upon sending such irrevocable instruction, the Seller shall have relinquished and waived any control over the Proposition 1A Receivable, any authority to collect the Proposition 1A Receivable, and any power to revoke or amend the instructions to the Controller contemplated by this paragraph. Except as provided in Section 2(c) of this Agreement, the Seller shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The Seller shall cooperate with the Purchaser or its assignee in giving instructions to the Controller if the Purchaser or its assignee transfers the Proposition 1A Receivable. In the event that the Seller receives any proceeds of the Proposition 1A Receivable, the Seller shall hold the same in trust for the benefit of the Purchaser and the Trustee and each Credit Enhancer, as assignees of the Purchaser, and shall promptly remit the same to the Trustee.

(e) The Seller hereby covenants and agrees that it will not at any time institute against the Purchaser, or join in instituting against the Purchaser, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States or state bankruptcy or similar law.

(f) The financial statements and books and records of the Seller prepared after the Closing Date shall reflect the separate existence of the Purchaser and the sale to the Purchaser of the Proposition 1A Receivable.

(g) The Seller shall treat the sale of the Proposition 1A Receivable as a sale for regulatory and accounting purposes.

(h) From and after the date of this Agreement, the Seller shall not sell, transfer, assign, set over or otherwise convey any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor shall the Seller create, or to the knowledge of the Seller permit the creation of, any Lien thereon.

7. The Purchaser's Acknowledgment. The Purchaser acknowledges that the Proposition 1A Receivable is not a debt or liability of the Seller, and that the Proposition 1A Receivable is payable solely by the State from the funds of the State provided therefor. Consequently, neither the taxing power of the Seller, nor the full faith and credit thereof is pledged to the payment of the Proposition 1A Receivable. No representation is made by the Seller concerning the obligation or ability of the State to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any representation made with respect to the ability of the State to enact any change in the law applicable to the Transaction Documents (including without limitation Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). The Purchaser acknowledges that the Seller has no obligation with respect to any offering document or disclosure related to the Bonds.

8. Notices of Breach.

(a) Upon discovery by the Seller or the Purchaser that the Seller or Purchaser has breached any of its covenants or that any of the representations or warranties of the Seller or the Purchaser are materially false or misleading, in a manner that materially and adversely affects the value of the Proposition 1A Receivable or the Purchase Price thereof, the discovering party shall give prompt written notice thereof to the other party and to the Trustee, as assignee of the Purchaser, who shall, pursuant to the Indenture, promptly thereafter notify each Credit Enhancer and the Rating Agencies.

(b) The Seller shall not be liable to the Purchaser, the Trustee, the holders of the Bonds, or any Credit Enhancer for any loss, cost or expense resulting from the failure of the Trustee, any Credit Enhancer or the Purchaser to promptly notify the Seller upon the discovery by an authorized officer of the Trustee, any Credit Enhancer or the Purchaser of a breach of any covenant or any materially false or misleading representation or warranty contained herein.

9. Liability of Seller; Indemnification. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement. The Seller shall indemnify, defend and hold harmless the Purchaser, the Trustee and each Credit Enhancer, as assignees of the Purchaser, and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the Seller's breach of any of its covenants contained herein or any materially false or misleading representation or warranty of the Seller contained herein. Notwithstanding anything to the contrary herein, the Seller shall have no liability for the payment of the principal of or interest on the Bonds issued by the Purchaser.

10. Limitation on Liability.

(a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action regarding the Act that is unrelated to its specific obligations under this Agreement.

(b) No officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.

11. The Seller's Acknowledgment. The Seller hereby agrees and acknowledges that the Purchaser intends to assign and grant a security interest in all or a portion of (a) its rights hereunder and (b) the Proposition 1A Receivable, to the Trustee and each Credit Enhancer pursuant to the Indenture. The Seller further agrees and acknowledges that the Trustee, the holders of the Bonds, and each Credit Enhancer have relied and shall continue to rely upon each of the foregoing representations, warranties and covenants, and further agrees that such Persons are entitled so to rely thereon. Each of the above representations, warranties and covenants shall survive any assignment and grant of a security interest in all or a portion of this Agreement or the Proposition 1A Receivable to the Trustee and each Credit Enhancer and shall continue in full force and effect, notwithstanding any subsequent termination of this Agreement and the other Transaction Documents. The above representations, warranties and covenants shall inure to the benefit of the Trustee and each Credit Enhancer.

12. Notices. All demands upon or, notices and communications to, the Seller, the Purchaser, the Trustee or the Rating Agencies under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to such party at the appropriate notice address, and shall be deemed to have been duly given upon receipt.

13. Amendments. This Agreement may be amended by the Seller and the Purchaser, with (a) the consent of the Trustee, (b) the consent of each Credit Enhancer, and (c) a Rating Agency Confirmation, but without the consent of any of the holders of the Bonds, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

Promptly after the execution of any such amendment, the Purchaser shall furnish written notification of the substance of such amendment to the Trustee and to the Rating Agencies.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. The Seller may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser. Except as specified herein, the Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.

15. Third Party Rights. The Trustee and each Credit Enhancer are express and intended third party beneficiaries under this Agreement. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person, other than the parties hereto, the Trustee, and each Credit Enhancer, and their permitted successors and assigns hereunder, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.

16. Partial Invalidity. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

17. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

18. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

CITY OF IMPERIAL BEACH, as Seller

By: _____
Authorized Officer

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY, as Purchaser

By: _____
Authorized Signatory

**EXHIBIT A
DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings set forth below.

“Act” means Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended.

“Bill of Sale” has the meaning given to that term in Section 2(b)(ii) hereof.

“Closing Date” means the date on which the Bonds are issued. The Closing Date is expected to be November 19, 2009, but the Purchaser may change the Closing Date by providing e-mail notification to mmcgrane@cityofib.org not later than one day prior to the Closing Date.

“Controller” means the Controller of the State.

“County Auditor” means the auditor or auditor-controller of the county within which the Seller is located.

“Credit Enhancer” means any municipal bond insurance company, bank or other financial institution or organization which is performing in all material respects its obligations under any Credit Support Instrument for some or all of the Bonds.

“Credit Support Instrument” means a policy of insurance, a letter of credit, a stand-by purchase agreement, a revolving credit agreement or other credit arrangement pursuant to which a Credit Enhancer provides credit or liquidity support with respect to the payment of interest, principal or purchase price of the Bonds.

“Initial Amount” means, with respect to the Proposition 1A Receivable, the amount of property tax revenue reallocated away from the Seller pursuant to the provisions of Section 100.06 of the Revenue and Taxation Code, as certified by the County Auditor pursuant to the Act.

“Installment Payments” have the meaning set forth in Section 2(a).

“Payment Dates” have the meaning set forth in Section 2(a).

“Pricing Date” means the date on which the Bonds are sold. The Pricing Date is expected to be November 10, 2009, but the Purchaser may change the Pricing Date by providing e-mail notification to mmcgrane@cityofib.org not later than one day prior to the Pricing Date.

“Principal Place of Business” means, with respect to the Seller, the location of the Seller’s principal place of business and chief executive office located at 825 Imperial Beach Blvd, Imperial Beach, CA 91932.

“Proposition 1A Receivable” has the meaning set forth in Section 2(a).

“Purchase Price” means an amount equal to the Initial Amount.

“Rating Agency” means any nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Purchaser.

“Rating Agency Confirmation” means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Bonds.

“Resolution” means the resolution adopted by the City Council approving the sale of the Proposition 1A Receivable.

“State” means the State of California.

“Transaction Counsel” means Orrick, Herrington & Sutcliffe LLP.

“Transaction Documents” mean this Agreement, the Bill of Sale, the Indenture, the Bonds and the Irrevocable Instructions For Disbursement of Proposition 1A Receivable of City of Imperial Beach, dated as of the Closing Date.

**OPINION OF COUNSEL
to
CITY OF IMPERIAL BEACH**

Dated: Pricing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable

Ladies & Gentlemen:

[I have/This Office has] acted as counsel for the City of Imperial Beach (the “Seller”) in connection with the adoption of that certain resolution (the “Resolution”) of the City Council of the Seller (the “Governing Body”) pursuant to which the Seller authorized the sale to the California Statewide Communities Development Authority (the “Purchaser”) of the Seller’s “Proposition 1A Receivable”, as defined in and pursuant to the Purchase and Sale Agreement dated as of November 1, 2009 (the “Sale Agreement”) between the Seller and the Purchaser. In connection with these transactions, the Seller has issued certain Irrevocable Instructions For Disbursement of the Seller’s Proposition 1A Receivable to the Controller of the State of California (the “Disbursement Instructions”) and a Bill of Sale and Bringdown Certificate of the Seller (the “Bill of Sale” and, collectively with the Sale Agreement and the Disbursement Instructions, the “Seller Documents”).

Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sale Agreement. [I/We] have examined and are familiar with the Seller Documents and with those documents relating to the existence, organization, and operation of the Seller, the adoption of the Resolution, and the execution of the Seller Documents, and have satisfied ourselves as to such other matters as [I/we] deem necessary in order to render the following opinions. As to paragraphs numbered 3 and 4 below, [I/we] have relied as to factual matters on the representations and warranties of the Seller contained in the Sale Agreement.

Based upon the foregoing, and subject to the limitations and qualifications set forth herein, [I/we] are of the opinion that:

1. The Seller is a local agency, within the meaning of Section 6585(f) of the California Government Code. The Governing Body is the governing body of the Seller.

2. The Resolution was duly adopted at a meeting of the Governing Body, which was called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

3. To the best of [my/our] knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller (i) affecting the existence of the Seller or the titles of its Governing Body members or officers to their respective offices; (ii) seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or materially adversely affecting the sale of the Proposition 1A Receivable; (iii) in any way contesting or affecting the validity or enforceability of the Resolution, Seller Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents; or (iv) in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Seller Documents or any other applicable agreement, or any action on the part of the Seller contemplated by any of said documents.

4. To the best of [my/our] knowledge, prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller had not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Seller's Proposition 1A Receivable, nor had the Seller created, or permitted the creation of, any Lien thereon.

5. The Seller has duly authorized and executed the Seller Documents and, assuming the due authorization execution and delivery of the Sale Agreement by the Purchaser, each Seller Document will be legal, valid and binding against the Seller and enforceable against the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or laws relating to or affecting creditors' rights, and the application of equitable principles and the exercise of judicial discretion in appropriate areas.

No opinion is expressed concerning the obligation or ability of the State of California to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any opinion expressed with respect to the ability of the State to enact any change in the law applicable to the Seller Documents (including, without limitation, Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). Furthermore, [I/we] express no opinion as to the value of the Proposition 1A Receivable or as to any legal or equitable remedies that may be available to any person should the Proposition 1A Receivable have little or no value. No opinion is expressed with respect to the sale of Bonds by the Purchaser.

The legal opinion set forth herein is intended for the information solely of the addressees hereof and for the purposes contemplated by the Sale Agreement. The addressees may not rely on it in connection with any transactions other than those described herein, and it is not to be relied upon by any other person or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or administrative agency other than the Purchaser or with any other person or entity for any purpose without [my/our] prior written consent. In addition to the addressees hereof, each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. [I/We] do not undertake to advise you of matters that may come to [my/our] attention subsequent to the date hereof that may affect the opinions expressed herein.

Very truly yours,

By: _____
Seller's Counsel

OPINION OF COUNSEL
to
CITY OF IMPERIAL BEACH

Dated: Closing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable (Bringdown Opinion)

Ladies & Gentlemen:

Pursuant to that certain Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the City of Imperial Beach (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), this Office delivered an opinion (the "Opinion") dated the Pricing Date as counsel for the Seller in connection with the sale of the Seller's Proposition 1A Receivable (as defined in the Sale Agreement), the execution of documents related thereto and certain other related matters.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

I confirm that you may continue to rely upon the Opinion as if it were dated as of the date hereof. Each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. This letter is delivered to you pursuant to Section 2(b)(ii)(1) of the Sale Agreement.

Very truly yours,

By: _____
Seller's Counsel

**EXHIBIT C1
CLERK'S CERTIFICATE**

**CERTIFICATE OF THE
CITY CLERK OF
CITY OF IMPERIAL BEACH, CALIFORNIA**

Dated: Pricing Date

The undersigned City Clerk of the City of Imperial Beach (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, does hereby certify that the foregoing is a full, true and correct copy of Resolution No. _____ duly adopted at a regular meeting of the City Council of said Seller duly and legally held at the regular meeting place thereof on the _____ day of _____, 2009, of which meeting all of the members of said City Council had due notice and at which a quorum was present and acting throughout, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I do hereby further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes and that said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in the [City / Town / County] of Imperial Beach, California freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement, dated as of November 1, 2009, between the Seller and the California Statewide Communities Development Authority.

WITNESS by my hand as of the Pricing Date.

By: _____
City Clerk of the City of Imperial Beach,
California

**EXHIBIT C2
SELLER CERTIFICATE**

SELLER CERTIFICATE

Dated: Pricing Date

We, the undersigned officers of the City of Imperial Beach (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, holding the respective offices herein below set opposite our signatures, do hereby certify that on the date hereof the following documents (the "Seller Transaction Documents") were officially executed and delivered by the Authorized Officer or Officers whose names appear on the executed copies thereof, to wit:

Document

1. Purchase and Sale Agreement, dated as of November 1, 2009 (the "Sale Agreement"), between the Seller and the California Statewide Communities Development Authority (the "Purchaser").
2. Irrevocable Instructions For Disbursement of Seller's Proposition IA Receivable to the Controller of the State of California, dated the Closing Date.
3. Bill of Sale, dated the Closing Date.

Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Sale Agreement.

We further certify as follows:

1. At the time of signing the Seller Transaction Documents and the other documents and opinions related thereto, we held said offices, respectively, and we now hold the same.
2. The representations and warranties of the Seller contained in the Seller Transaction Documents are true and correct as of the date hereof in all material respects.
3. The City Council duly adopted its resolution (the "Resolution") approving the sale of the Seller's Proposition IA Receivable at a meeting of the City Council which was duly called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolution was adopted, and such Resolution is in full force and effect and has not been amended, modified, supplemented or rescinded.

Name, Official Title _____

Signature

Gary Brown, City Manager

Michael McGrane, Finance Director

I HEREBY CERTIFY that the signatures of the officers named above are genuine.

Dated: Pricing Date

By: _____
City Clerk of the City of Imperial Beach,
California

EXHIBIT C3
BILL OF SALE AND BRINGDOWN CERTIFICATE

BILL OF SALE AND BRINGDOWN CERTIFICATE

Pursuant to terms and conditions of the Purchase and Sale Agreement (the "Sale Agreement"), dated as of November 1, 2009, between the undersigned (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), and in consideration of the obligation of the Purchaser to pay and deliver to the Seller the Purchase Price (as defined in the Sale Agreement), in two equal installment payments to be made on January 15, 2010, and May 3, 2010 (collectively, the "Payment Dates"), the Seller does hereby (a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided in the Sale Agreement, the Proposition 1A Receivable as defined in the Sale Agreement (the "Proposition 1A Receivable"), and (b) assign to the Purchaser, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. Seller specifically disclaims any right to rescind the Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make the installment payments in the requisite amounts on the Payment Dates.

The Seller hereby certifies that the representations and warranties of the Seller set forth in the Certificate of the City Clerk dated the Pricing Date, the Seller Certificate dated the Pricing Date and in the Transaction Documents to which the Seller is a party are true and correct in all material respects as of the date hereof (except for such representations and warranties made as of a specified date, which are true and correct as of such date). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

Dated: Closing Date

CITY OF IMPERIAL BEACH

By: _____
Authorized Officer

EXHIBIT D

IRREVOCABLE INSTRUCTIONS TO CONTROLLER

IRREVOCABLE INSTRUCTIONS FOR DISBURSEMENT
OF PROPOSITION 1A RECEIVABLE OF
CITY OF IMPERIAL BEACH

Dated: Closing Date

Office of the Controller
State of California
P.O. Box 942850
Sacramento, California 94250-5872

Re: Notice of Sale of Proposition 1A Receivable by the City of Imperial
Beach and Wiring Instructions Information Form

Dear Sir or Madam:

Pursuant to Section 6588.6(c) of the California Government Code, City of Imperial Beach (the "Seller") hereby notifies you of the sale by Seller, effective as of the date of these instructions written above, of all right, title and interest of the Seller in and to the "Proposition 1A Receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

By resolution, the Seller's City Council authorized the sale of the Proposition 1A Receivable to the California Statewide Communities Development Authority (the "Purchaser") pursuant to a Purchase and Sale Agreement, dated as of November 1, 2009 (the "Purchase and Sale Agreement") and a Bill of Sale, dated the Closing Date (as defined in the Purchase and Sale Agreement). The Proposition 1A Receivable has been pledged and assigned by the Purchaser pursuant to an Indenture, dated as of November 1, 2009 (the "Indenture") between the Purchaser and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

The Seller hereby irrevocably requests and directs that, commencing as of the date of these instructions written above, all payments of the Proposition 1A Receivable (and documentation related thereto) be made directly to Wells Fargo Bank, National Association, as Trustee, in accordance with the wire instructions and bank routing information set forth below.

Please note that the sale of the Proposition 1A Receivable by the Seller is irrevocable and that: (i) the Seller has no power to revoke or amend these instructions at any time; (ii) the Purchaser shall have the power to revoke or amend these instructions only if there are no notes of the Purchaser outstanding under the Indenture and the Indenture has been discharged; and (iii) so long as the Indenture has not been discharged, these instructions cannot be revoked or amended by the Purchaser without the consent of the Trustee. Should

the Purchaser, however, deliver a written notice to the Office of the Controller stating that: (a) the Seller failed to meet the requirements set forth in the Purchase and Sale Agreement; (b) the Purchaser has not waived such requirements; and (c) the Purchaser has not purchased the Proposition 1A Receivable as a result of the circumstances described in (a) and (b) above, then these instructions shall be automatically rescinded and the Seller shall again be entitled to receive all payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

Bank Name: Wells Fargo Bank, N.A.
Bank ABA Routing #: 121000248
Bank Account #: 0001038377
Bank Account Name: Corporate Trust Clearing
Further Credit To: CSCDA Proposition 1A Bonds
Bank Address: 707 Wilshire Blvd., 17th Floor
MAC E2818-176
Los Angeles, CA 90017
Bank Telephone #: (213) 614-3353
Bank Contact Person: Robert Schneider

Please do not hesitate to call the undersigned if you have any questions regarding this transaction. Thank you for your assistance in this matter.

Very truly yours,

CITY OF IMPERIAL BEACH

By: _____
Authorized Officer

EXHIBIT E
ESCROW INSTRUCTION LETTER

ESCROW INSTRUCTION LETTER

_____, 2009

California Statewide Communities Development Authority
1100 K Street
Sacramento, CA 95814

Re: Proposition 1A Receivable Financing

Dear Sir or Madam:

The City of Imperial Beach (the "Seller") hereby notifies you of its agreement to participate in the California Statewide Communities Development Authority Proposition 1A Receivable Financing. By adoption of a resolution (the "Resolution") authorizing the sale of its Proposition 1A Receivable, the Seller's City Council has agreed to sell to the California Statewide Communities Development Authority (the "Purchaser"), for a purchase price that meets the conditions set forth in the Resolution, all of its right, title and interest in the Proposition 1A Receivable.

Enclosed herewith are the following documents which have been duly approved and executed by the Seller and which are to be held in escrow by Orrick, Herrington & Sutcliffe LLP, as transaction counsel ("Transaction Counsel"), as instructed below:

1. certified copy of the Resolution, together with a certificate of the City Clerk, dated the Pricing Date;
2. the Seller Certificate, dated the Pricing Date;
3. the Opinion of Seller's Counsel, dated the Pricing Date;
4. the Opinion of Seller's Counsel (bringdown opinion), dated the Closing Date;
5. the Purchase and Sale Agreement, dated as of November 1, 2009;
6. the Bill of Sale and Bringdown Certificate, dated the Closing Date; and
7. the Irrevocable Instructions to Controller, dated the Closing Date.

The foregoing documents are to be held in escrow by Transaction Counsel and shall be delivered on the Closing Date (as defined in the Purchase and Sale Agreement), provided that such Closing Date occurs on or before December 31, 2009.

Should (i) the Closing Date not occur on or before December 31, 2009, or (ii) Transaction Counsel receive prior to the Closing Date written notification from Seller or Seller's Counsel stating, respectively and in good faith, that the representations made in the Seller's Certificate are not true and accurate, or the opinions set forth in the Opinion of Seller's Counsel are not valid, in each case as of the Closing Date and provided that the Purchaser may, in its sole discretion, choose to waive receipt of such representations or opinions, then this agreement shall terminate and Transaction Counsel shall destroy all of the enclosed documents.

Very truly yours,

CITY OF IMPERIAL BEACH

By: _____
Authorized Officer

Enclosures

cc: Orrick, Herrington & Sutcliffe LLP

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
REVENUE BONDS
(STATE OF CALIFORNIA PROPOSITION 1A RECEIVABLES PROGRAM)
SERIES 2009

CERTIFICATE OF THE SELLER RE:
COMPONENTS OF PROPOSITION 1A RECEIVABLES

The undersigned, an Authorized Officer of the City of Imperial Beach (the "Seller") hereby certifies as follows with respect to that certain Purchase and Sale Agreement, dated as of November 1, 2009 (the "Agreement"), by and between the Seller and the California Statewide Communities Development Authority (the "Purchaser") as follows (all capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement):

1. The components (the "Components") of the Proposition 1A Receivable listed in Schedule I, attached hereto and incorporated herein by reference, belong to the Seller;

2. The Components are listed as they appear on the certification of the County Auditor pursuant to Section 100.06 of the Revenue and Taxation Code;

3. By entering into the Agreement, the Seller is selling the Proposition 1A Receivable, including all Components thereof listed in Schedule I;

4. The Seller acknowledges that the Purchase Price of the Proposition 1A Receivable will be equal to aggregate the Initial Amounts of each Component as each such Component is separately certified by the County Auditor; and

5. The funds or other entities listed as Components in Schedule I (other than the Seller itself) are not independent legal entities with the power to enter into contracts.

Dated: Pricing Date

CITY OF IMPERIAL BEACH

By: _____
Authorized Officer

ACKNOWLEDGEMENT OF SELLER'S COUNSEL

The undersigned, counsel to the Seller hereby acknowledges and confirms that the statements in paragraphs 1 and 5 of this certificate are legally correct.

By: _____
Seller's Counsel

SCHEDULE I

COMPONENTS OF PROPOSITION 1A RECEIVABLE

Names of Components
City of Imperial Beach



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: October 21, 2009
ORIGINATING DEPT.: CITY MANAGER
SUBJECT: ADOPT RESOLUTION NO. 2009-6813 AMENDING FY 09-11 SALARY AND COMPENSATION PLAN POSITION DESCRIPTION AND SALARY RANGE FOR DEPUTY BUILDING OFFICIAL

BACKGROUND:

It is the responsibility of the City Manager to recommend to the Council revisions to the City's Classification and Salary Schedule as necessitated for the efficient and effective operation of the City. Our previous Building Official has recently retired but he has agreed to serve on a part-time basis within the salary range of the Deputy Building Official. The new Building Official has started work, but we believe it's worthwhile to employ the former Building Official during a transition period and for complex plan reviews and other tasks that otherwise would be sent to consultants for review and assistance.

DISCUSSION:

As part of the evaluation of the Building Division, staff reviewed the job description and salary range for the Deputy Building Official. Based on that evaluation and comparison with other jurisdictions, staff recommends that the Deputy Building Official job description and salary range be revised and updated.

With these changes staff believes we should be able to provide a higher level of customer service as compared to the option of contracting out plan check services.

ENVIRONMENTAL IMPACT

None.

FISCAL IMPACT:

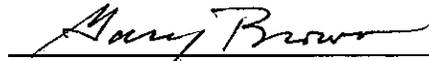
If necessary, approximately \$20,000 in additional funding for the Deputy Building Official will be brought forward as part of the mid-year budget adjustment.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2009-6813 amending the FY 09-11 Salary and Compensation Plan positions description and salary range for Deputy Building Official.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2009-6813
2. Deputy Building Official position description
3. Salary And Compensation Plan

RESOLUTION NO. 2009-6813

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING THE FY 2009-11 SALARY AND COMPENSATION PLAN POSITION DESCRIPTION AND SALARY RANGE FOR DEPUTY BUILDING OFFICIAL

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 and position descriptions of the employees of the City of Imperial Beach may be amended by the City Council from time to time by resolution; and

WHEREAS, the City Manager is recommending to the Council revisions to the City's Classification and Salary Schedule as necessitated for the efficient and effective operation of the City; 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. Amend the FY 09-11 Salary and Compensation Plan by adding the position description for Deputy Building Official effective October 1, 2009.
3. Amend the FY 09-11 Salary and Compensation with Range 74 and Monthly Salary of \$6,679 – \$8,525 for Deputy Building Official effective October 1, 2009.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of October, 2009, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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

City of Imperial Beach
POSITION DESCRIPTION

Title:	Deputy Building Official	Job Number:	6060
Department:	Community Development	Worker's Comp Number:	9410
Division:	Building & Planning	Employee Labor Group:	SEIU
Location:	City of Imperial Beach		

GENERAL PURPOSE

Performs a variety of routine and complex administrative and technical work in administering and enforcing building and related codes.

SUPERVISION RECEIVED

Works under the general supervision of the Community Development Director.

SUPERVISION EXERCISED

Exercises supervision over building inspectors, plan and other part-time or temporary staff, as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.

Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.

Provides technical building code advice to supervisors; makes presentations to supervisors, boards, commissions, civic groups and the general public.

Communicates official programs, policies and procedures to staff and the general public.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

Prepares a variety of studies, reports and related information for decision-making purposes.

Prepares and administers the annual operating budget of the building department.

Enforces a variety of codes, including Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, Uniform Electrical Code, Uniform Fire Code, Uniform Housing Code, Uniform Abatement of Dangerous Buildings Code, and local codes such as sprinkling, nuisance, clearing, grading, filling, and zoning, etc.

Explains, interprets, and provides guidance regarding all applicable codes to architects, engineers, contractors, developers, and other interested parties.

Reviews current trends and developments in the field of construction, and prepares revisions to codes, ordinances and local regulations. Supervises the examination of building plans of all types to determine compliance with code requirements and related regulations.

Researches problems and complaints regarding commercial and residential buildings, building construction and code compliance. Responds to complex and sensitive building issues.

Resolves complex and sensitive customer service issues, either personally, by telephone or in writing. Maintains records and documents of customer service issues and resolutions.

Administers the permitting function, including application, fee assessment and collection, permit issuance, inspection, and occupancy.

Coordinates plan reviews, inspections, and enforcement actions.

PERIPHERAL DUTIES

Review proposed subdivisions for code compliance.

Performs the duties of a plans examiner or inspector, as needed.

DESIRED MINIMUM QUALIFICATIONS

Education & Experience

- (A) Graduation from a standard senior high school or GED equivalent, supplemented by two (2) years of post-secondary college or technical instruction in building technology, construction management, mechanical, electrical, plumbing or building construction, and
- (B) Four (4) years of experience in general construction and related fields.
- (C) Any equivalent combination of education and experience on a year for year basis.

KNOWLEDGE OF

Thorough knowledge of uniform building codes and electrical codes, plumbing codes, mechanical codes, general construction codes, and a thorough knowledge of carpentry. Considerable knowledge in electrical work, carpentry work, cement work, or plumbing, and skill in applying knowledge of national uniform building codes, zoning and land use applications. Skill in the operation of the listed equipment.

ABILITY TO

Ability to establish effective working relationships with contractors, developers, architects, engineers, owners, and the general public; Ability to read and understand complicated plans and blueprints; Ability to communicate effectively orally and in writing;

SPECIAL REQUIREMENTS

A valid state driver's license, or ability to obtain one by start of employment. One or more I.C.B.O certifications, including but not limited to plans examiner, combination inspector.

TOOLS AND EQUIPMENT

Personal computer, including Microsoft for word and permitting software; motor vehicle; 10-key calculator; portable radio; phone; ladder or scaffolding; tape measure.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, or risk of electrical shock.

The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
City Manager

Approval: _____
Personnel Administrator

Effective Date: November 18, 1998

Revision History:

Resolution No. 1998-4987

Approval Date: November 18, 1998

Resolution No. 1999-5105

Approval Date: July 21, 1999

Resolution No. 2000-5298

Approval Date: July 19, 2000

Resolution No. 2001-5518

Approval Date: November 7, 2001

Resolution No. 2003-5832

Approval Date: September 3, 2003

Resolution No. 2009-6813

Approval Date: October 21, 2009

CITY OF IMPERIAL BEACH
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2009 - JUNE 30, 2011
(Revised October 21, 2009).

Job No.	Miscellaneous Employees	Range	Monthly Salary	
			LOW	HIGH
5010	ACCOUNT/CLERK TECHNICIAN	32	2,569	3,278
5015	ADMINISTRATIVE ASSISTANT (CIP)	41	3,063	3,909
5020	ADMINISTRATIVE INTERN	29	2,335	2,982
5025	ADMINISTRATIVE INTERN-GIS	29	2,335	2,982
5030	ADMINISTRATIVE SECRETARY I	39	2,949	3,764
5040	ADMINISTRATIVE SECRETARY II	43	3,185	4,064
5045	ANIMAL CONTROL OFFICER/COMMUNITY SERVICES OFFICER	46	3,382	4,316
5050	ASSISTANT PLANNER	46	3,382	4,316
5065	ASSISTANT PROJECT MANAGER	52	3,916	4,998
5060	ASSOCIATE PLANNER	52	3,916	4,998
8010	BEACH LIFEGUARD I	30	2,427	3,098
8020	BEACH LIFEGUARD II	37	2,809	3,585
8030	BEACH LIFEGUARD LIEUTENANT	50	3,821	4,876
8040	BEACH LIFEGUARD SERGEANT	49	3,649	4,659
9010	BEACH MAINTENANCE WORKER	18	1,747	2,231
5068	BUILDING/CODE COMPLIANCE SPECIALIST	32	2,569	3,278
5070	BUILDING & PLANNING TECHNICIAN	42	3,100	3,958
5080	BUILDING/HOUSING INSPECTOR I	51	3,858	4,925
5090	BUILDING/HOUSING INSPECTOR II	55	4,240	5,411
9015	CAPITAL IMPROVEMENT PROGRAM MANAGER	56	4,346	5,547
6010	CLERK TYPIST	29	2,335	2,982
6020	CODE COMPLIANCE OFFICER	48	3,560	4,545
6030	COPIER CLERK	9	1,416	1,808
6040	CRAFT INSTRUCTOR	9	1,416	1,808
9020	CUSTODIAN	24	2,051	2,618
6050	CUSTOMER SERVICE SPECIALIST	41	3,063	3,909
6060	DEPUTY BUILDING OFFICIAL	74	6,679	8,525
4010	DEPUTY CITY CLERK (Records Technician)	43	3,185	4,064
9000	ENVIRONMENTAL PROGRAM SPECIALIST	46	3,382	4,316
4020	FINANCIAL SERVICES ASSISTANT	48	3,560	4,545
6065	FIRE SAFETY INSPECTOR II	55	4,240	5,411
6060	FIRE SAFETY INSPECTOR II (PT)	64	5,216	6,657
9030	FLEET SUPERVISOR	52	3,916	4,998
9040	GRAFFITI PROGRAM COORDINATOR	44	3,258	4,159
9050	GROUND & FACILITIES SUPERVISOR	56	4,346	5,547
9060	HEAVY EQUIPMENT OPERATOR	41	3,063	3,909
6067	HUMAN RESOURCES TECHNICIAN	41	3,063	3,909
6070	JUNIOR CLERK TYPIST	19	1,796	2,293
9070	MAINTENANCE WORKER	33	2,615	3,339
9080	MAINTENANCE WORKER I	36	2,776	3,544
9090	MAINTENANCE WORKER II	41	3,063	3,909
11110	MECHANIC HELPER	15	1,618	2,064
11120	MECHANIC I	40	2,983	3,808
11130	MECHANIC II	45	3,287	4,196
6073	NETWORK SYSTEMS TECHNICIAN	38	2,901	3,701
6075	OFFICE SPECIALIST	29	2,335	2,982
4030	PERSONNEL SERVICES ASSISTANT	51	3,858	4,925
11140	PIER/BEACH MAINTENANCE WORKER	32	2,569	3,278
6080	PROGRAM AIDE	10	1,451	1,852
11153	PUBLIC WORKS INSPECTOR	50	3,821	4,876

CITY OF IMPERIAL BEACH
CLASSIFICATION AND COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2009 - JUNE 30, 2011
(Revised October 21, 2009)

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
6090	PROGRAM COORDINATOR	30	2,427	3,098
11150	PROJECT MANAGER TECHNICIAN	45	3,287	4,196
7000	RECREATION LEADER	17	1,700	2,169
7010	RECREATION PROGRAM AIDE	10	1,451	1,852
7020	RECREATION PROGRAM COORDINATOR	34	2,642	3,372
7025	RESIDENTIAL FIRE/SAFETY INSPECTOR	39	2,949	3,764
7030	SENIOR ACCOUNT/CLERK TECHNICIAN	38	2,901	3,701
11155	SENIOR PUBLIC WORKS SUPERVISOR	64	5,216	6,657
11160	SEWER SUPERVISOR	50	3,821	4,876
11170	STREET SUPERVISOR	50	3,821	4,876
11180	TIDELANDS SUPERVISOR	50	3,821	4,876

<u>Job No.</u>	<u>Fire Department (sworn)</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
8080	FIREFIGHTER	6	3,769	4,811
8090	FIREFIGHTER/PARAMEDIC	FP6	4,195	5,354
8060	FIRE ENGINEER	7	4,195	5,354
8070	FIRE ENGINEER/PARAMEDIC	FP7	4,509	5,755
8050	FIRE CAPTAIN	8	4,964	6,336

<u>Job No.</u>	<u>Management and Mid-management</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
2020	ASSISTANT CITY MANAGER	BAND	5,807	10,452
6000	BUILDING OFFICIAL	BAND	5,757	8,496
2030	CITY CLERK	BAND	5,807	10,452
3010	CITY PLANNER	BAND	4,646	6,388
2040	COMMUNITY DEVELOPMENT DIRECTOR	BAND	5,807	10,452
3025	ENVIRONMENTAL PROGRAM MANAGER	BAND	4,646	6,388
2010	FINANCE DIRECTOR	BAND	5,807	10,452
3040	FINANCE SUPERVISOR	BAND	4,646	6,388
3050	LIFEGUARD CAPTAIN	BAND	4,646	6,388
3060	MANAGEMENT ANALYST	BAND	4,065	5,227
6071	NETWORK ADMINISTRATOR	BAND	4,646	6,388
2050	PUBLIC SAFETY DIRECTOR/FIRE CHIEF	BAND	5,807	10,452
2060	PUBLIC WORKS DIRECTOR	BAND	5,807	10,452
3070	PUBLIC WORKS SUPERINTENDENT	BAND	4,646	6,388
3080	REDEVELOPMENT COORDINATOR	BAND	5,757	7,347

<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	



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: October 21, 2009
ORIGINATING DEPT.: Public Safety
SUBJECT: ADOPT RESOLUTION NO. 2009-6817 AMENDING FY 09-11 SALARY AND COMPENSATION PLAN TO ADD THE POSITION DESCRIPTION AND SALARY RANGE FOR ANIMAL CONTROL/COMMUNITY SERVICES OFFICER

BACKGROUND:

On September 23rd of 2009 the City Council approved moving forward with the City of Imperial Beach Animal Control Program. The program includes the addition of an Animal Control/Community Services Officer classification in the City's Classification and Salary Plan. This resolution formally approves this full-time position and salary range. The position is eligible for benefits and is represented under the miscellaneous group M.O.U.

DISCUSSION:

Staff therefore recommends the City Council approve the addition to the City's Classification and Salary Plan the position of a full-time animal control/community services officer position at a salary band of \$3,382 - 4,316 per year. The revised contract with the City of Chula Vista will be brought before council in the month of November. Staff is requesting approval of this position now in order to begin the recruitment process.

ENVIRONMENTAL IMPACT

None.

FISCAL IMPACT:

Including benefits, this position will cost approximately \$73,160. The Fiscal Year Budgets 2009-2011 list the cost for Animal Control Services at \$209,700.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2009-6817 amending the FY 09-11 Salary and Compensation Plan to add the position description and salary range for Animal Control/Community Services Officer.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2009-6817
2. Animal Control/Community Services Officer- Job Description
3. Salary Compensation Plan- Effective July 1, 2009 – June 30, 2011

RESOLUTION NO. 2009-6817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING FY 09-11 SALARY AND COMPENSATION PLAN BY ADDING THE POSITION DESCRIPTION AND SALARY RANGE FOR ANIMAL CONTROL/COMMUNITY SERVICES OFFICER

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

WHEREAS, the City Manager is recommending revisions to the City's Classification and Salary Schedule as necessary for the efficient and effective operation of the City.

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

1. That the above recitations are true and correct.
2. Amend the FY 09-11 Salary and Compensation Plan creating the position description for Animal Control/Community Services Officer and establishing the salary range at \$40,584 to \$51,792 per year.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 21st day of October 2009, by the following roll call vote:

AYES: COUNCILMEMBERS: NONE
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

ANIMAL CONTROL/COMMUNITY SERVICES OFFICER	CITY OF IMPERIAL BEACH
CLASS SPECIFICATION	Approved:

ANIMAL CONTROL/COMMUNITY SERVICES OFFICER

DEFINITION

To perform duties related to the enforcement of municipal ordinances governing the control of animals and assist with parking enforcement.

DISTINGUISHING CHARACTERISTICS

This is a single-position class in the Public Safety Department responsible for enforcing animal regulatory codes, reporting to and receiving supervision/direction from the Public Safety Director.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Public Safety Director.

ESSENTIAL FUNCTIONS

Animal Control-

- Enforce State, City and local animal control laws and codes by patrolling City streets and picking up live and/or dead animals; transporting animals to the shelter.
- Explain ordinances relating to keeping and caring for animals to the public; issue citations for violations of the animal control ordinance; appear in court on cases involving violation of animal regulations/State Humane Laws; places animals in quarantine in cases of suspected rabies.
- Respond to calls of injured and stray animals, barking dogs, off-leash and sanitation violations; take appropriate action; respond to animals locked in cars without proper ventilation, food, or water.
- Investigate complaints of cruelty to animals, stolen animals, disturbing the peace and animal bites.
- Develop, coordinate and conduct animal control related events and programs such as rabies clinics, presentations to local groups, schools and citizens pertaining to proper guardianship and care of animals, and animal control laws and ordinances; and licensing programs.
- Issue dog licenses; receive and record payment for licenses, adoptions, relinquishment of ownership, and quarantine.
- Maintain records and prepare comprehensive reports; respond to emergency calls during off-duty time.
- Assist in hand injection euthanasia of diseased and/or unclaimed animals. Feed and water animals; clean kennels; assist in the disposal of diseased and unclaimed animals.
- Assist in providing information, capture and impoundment of sick, injured, trapped, or vicious domestic and wild animals; tranquilize aggressive and stray animals; return wild animals to their natural habitat.
- Quarantine animals involved in biting incidents; euthanize sick and injured animals. Transport animals to the County animal shelter; assign kennels; return licensed animals to their owners.

Parking Enforcement-

- Conduct parking enforcement including patrolling, and issuing citations as appropriate.
- Prepare and maintain a variety of records and reports; prepare reports and records of daily activities.
- Maintain vehicle and equipment in proper working condition; clean and repair vehicle and equipment as necessary.
- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Animal behavior
- Various breeds of dogs and the methods of handling small animals
- Techniques and procedures for the safe, humane, and efficient handling of animals
- Principles and practices of customer service and conflict resolution
- Applicable laws, codes, ordinances and regulations governing the licensing,
- Proper care and treatment, and impounding of animals.
- English usage, spelling, grammar, and punctuation
- Computer equipment and software applications related to assignment

Ability to:

- Learn to enforce animal regulations and parking ordinances.
- Use tools to capture, restrain and transport animals.
- Keep records and prepare reports.
- Administer animal first aid and lethal injections.
- Ability to learn parking enforcement and related laws and city ordinances.
- Operate computer equipment and software applications related to assignment.
- Read and interpret street maps.
- Communicate clearly and concisely, both orally and in writing.
- To manage irate customers and difficult situations in an effective manner.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Learn to perform self defense techniques.

EXPERIENCE AND TRAINING

Any combination of education and/or experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience-

- One year of responsible experience in the care and handling of animals.

Training-

- Equivalent to the completion of the twelfth grade.

LICENSE OR CERTIFICATE

- Possession of a valid California driver's license.
- PC 832 Certificate must be obtained within 12 months of employment.

PHYSICAL DEMANDS

- On a continuous basis walk, stand, bend, crouch or stoop, sit for varying periods of time; drive a pick-up truck; use hands and fingers to grasp and use various types of animal restraint and capture equipment tools; make repetitive hand and body motions; twist and reach below and above shoulder.
- Must be able to maneuver in tight places such as crawl spaces or under a building and be able to climb ladders, step and climb over obstacles to catch animals.
- Communicate over a radio, or telephone; hear communications via radio, telephone or in person; respond to inquiries; use a computer keyboard; re-interpret and write simple and complex reports; testify in court and respond to emergencies.
- Must be able to lift and carry injured or dead animal weighing over 100 lbs.
- See in the normal vision range with or without correction; hear in the normal range with or without correction.
- Must be able to perform self defense techniques.

WORKING ENVIRONMENT

- Work is performed outdoors with exposure to wet, cold, windy, hot and/or humid conditions.
- Job requires frequent exposure to loud animal noises, odors, pet dander, diseases and dangerous animals.
- Daily contact with to a variety of domestic and wild animals that can result in exposure to potentially hazardous or volatile situations; may be exposed to animal body fluids in caring for animal needs.
- Entails daily contact with the public while performing both animal control and parking enforcement.

CITY OF IMPERIAL BEACH
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2009 - JUNE 30, 2011
(Revised October 21, 2009)

Job No.	Miscellaneous Employees	Range	Monthly Salary	
			LOW	HIGH
5010	ACCOUNT/CLERK TECHNICIAN	32	2,569	3,278
5015	ADMINISTRATIVE ASSISTANT (CIP)	41	3,063	3,909
5020	ADMINISTRATIVE INTERN	29	2,335	2,982
5025	ADMINISTRATIVE INTERN-GIS	29	2,335	2,982
5030	ADMINISTRATIVE SECRETARY I	39	2,949	3,764
5040	ADMINISTRATIVE SECRETARY II	43	3,185	4,064
5045	ANIMAL CONTROL OFFICER/COMMUNITY SERVICES OFFICER	46	3,382	4,316
5050	ASSISTANT PLANNER	46	3,382	4,316
5065	ASSISTANT PROJECT MANAGER	52	3,916	4,998
5060	ASSOCIATE PLANNER	52	3,916	4,998
8010	BEACH LIFEGUARD I	30	2,427	3,098
8020	BEACH LIFEGUARD II	37	2,809	3,585
8030	BEACH LIFEGUARD LIEUTENANT	50	3,821	4,876
8040	BEACH LIFEGUARD SERGEANT	49	3,649	4,659
9010	BEACH MAINTENANCE WORKER	18	1,747	2,231
5068	BUILDING/CODE COMPLIANCE SPECIALIST	32	2,569	3,278
5070	BUILDING & PLANNING TECHNICIAN	42	3,100	3,958
5080	BUILDING/HOUSING INSPECTOR I	51	3,858	4,925
5090	BUILDING/HOUSING INSPECTOR II	55	4,240	5,411
9015	CAPITAL IMPROVEMENT PROGRAM MANAGER	56	4,346	5,547
6010	CLERK TYPIST	29	2,335	2,982
6020	CODE COMPLIANCE OFFICER	48	3,560	4,545
6030	COPIER CLERK	9	1,416	1,808
6040	CRAFT INSTRUCTOR	9	1,416	1,808
9020	CUSTODIAN	24	2,051	2,618
6050	CUSTOMER SERVICE SPECIALIST	41	3,063	3,909
6060	DEPUTY BUILDING OFFICIAL	74	6,679	8,525
4010	DEPUTY CITY CLERK (Records Technician)	43	3,185	4,064
9000	ENVIRONMENTAL PROGRAM SPECIALIST	46	3,382	4,316
4020	FINANCIAL SERVICES ASSISTANT	48	3,560	4,545
6065	FIRE SAFETY INSPECTOR II	55	4,240	5,411
6060	FIRE SAFETY INSPECTOR II (PT)	64	5,216	6,657
9030	FLEET SUPERVISOR	52	3,916	4,998
9040	GRAFFITI PROGRAM COORDINATOR	44	3,258	4,159
9050	GROUNDS & FACILITIES SUPERVISOR	56	4,346	5,547
9060	HEAVY EQUIPMENT OPERATOR	41	3,063	3,909
6067	HUMAN RESOURCES TECHNICIAN	41	3,063	3,909
6070	JUNIOR CLERK TYPIST	19	1,796	2,293
9070	MAINTENANCE WORKER	33	2,615	3,339
9080	MAINTENANCE WORKER I	36	2,776	3,544
9090	MAINTENANCE WORKER II	41	3,063	3,909
11110	MECHANIC HELPER	15	1,618	2,064
11120	MECHANIC I	40	2,983	3,808
11130	MECHANIC II	45	3,287	4,196
6073	NETWORK SYSTEMS TECHNICIAN	38	2,901	3,701
6075	OFFICE SPECIALIST	29	2,335	2,982
4030	PERSONNEL SERVICES ASSISTANT	51	3,858	4,925
11140	PIER/BEACH MAINTENANCE WORKER	32	2,569	3,278
6080	PROGRAM AIDE	10	1,451	1,852
11153	PUBLIC WORKS INSPECTOR	50	3,821	4,876

**CITY OF IMPERIAL BEACH
CLASSIFICATION AND COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2009 - JUNE 30, 2011
(Revised October 21, 2009)**

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
6090	PROGRAM COORDINATOR	30	2,427	3,098
11150	PROJECT MANAGER TECHNICIAN	45	3,287	4,196
7000	RECREATION LEADER	17	1,700	2,169
7010	RECREATION PROGRAM AIDE	10	1,451	1,852
7020	RECREATION PROGRAM COORDINATOR	34	2,642	3,372
7025	RESIDENTIAL FIRE/SAFETY INSPECTOR	39	2,949	3,764
7030	SENIOR ACCOUNT/CLERK TECHNICIAN	38	2,901	3,701
11155	SENIOR PUBLIC WORKS SUPERVISOR	64	5,216	6,657
11160	SEWER SUPERVISOR	50	3,821	4,876
11170	STREET SUPERVISOR	50	3,821	4,876
11180	TIDELANDS SUPERVISOR	50	3,821	4,876

<u>Job No.</u>	<u>Fire Department (sworn)</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
8080	FIREFIGHTER	6	3,769	4,811
8090	FIREFIGHTER/PARAMEDIC	FP6	4,195	5,354
8060	FIRE ENGINEER	7	4,195	5,354
8070	FIRE ENGINEER/PARAMEDIC	FP7	4,509	5,755
8050	FIRE CAPTAIN	8	4,964	6,336

<u>Job No.</u>	<u>Management and Mid-management</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
2020	ASSISTANT CITY MANAGER	BAND	5,807	10,452
6000	BUILDING OFFICIAL	BAND	5,757	8,496
2030	CITY CLERK	BAND	5,807	10,452
3010	CITY PLANNER	BAND	4,646	6,388
2040	COMMUNITY DEVELOPMENT DIRECTOR	BAND	5,807	10,452
3025	ENVIRONMENTAL PROGRAM MANAGER	BAND	4,646	6,388
2010	FINANCE DIRECTOR	BAND	5,807	10,452
3040	FINANCE SUPERVISOR	BAND	4,646	6,388
3050	LIFEGUARD CAPTAIN	BAND	4,646	6,388
3060	MANAGEMENT ANALYST	BAND	4,065	5,227
6071	NETWORK ADMINISTRATOR	BAND	4,646	6,388
2050	PUBLIC SAFETY DIRECTOR/FIRE CHIEF	BAND	5,807	10,452
2060	PUBLIC WORKS DIRECTOR	BAND	5,807	10,452
3070	PUBLIC WORKS SUPERINTENDENT	BAND	4,646	6,388
3080	REDEVELOPMENT COORDINATOR	BAND	5,757	7,347

<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	



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE CITY COUNCIL

FROM: CITY MANAGER

MEETING DATE: OCTOBER 21, 2009

ORIGINATING DEPT.: CITY ATTORNEY

SUBJECT: Ordinance No. 2009-1092 Amending Title 4 of the Imperial Beach Municipal Code by Amending Section 4.04.090 and Chapter 4.28, Pertaining to Massage

BACKGROUND:

This Ordinance is for the purpose of conforming the City's massage regulations to new State law. For more than 20 years, the City of Imperial Beach has regulated the practice of massage within city limits. The City's ordinance currently requires massage practitioners to first obtain a license, in a process that requires payment of additional fees, a background check conducted by the Sheriff's office, and documentation of the practitioner's proposed activities. The current ordinance also requires businesses providing massage services to apply for separate licenses and provide similar information. The City also imposes other regulations designed to help reduce the risk that massage practitioners will engage in other, illicit activities and to generally improve the health and safety aspects of massage practice both for the masseuse and the customer.

The City's massage regulations have historically not applied to holistic health practitioners. Holistic health providers are an unregulated group of people who have received education on a variety of alternative health treatments, including massage, and who have passed a certification exam administered by a national non-profit organization. Cities have, however, experienced problems with certain holistic health providers practicing massage; some cities recently have seen some holistic health practitioners engage in prostitution or conduct sexual battery upon their patients, raising concerns that they ought to receive more regulatory oversight.

Until recently, the state has granted cities the exclusive authority to regulate the practice of massage. However, on September 27, 2008, the Governor signed Senate Bill 731, which created a new state regulatory scheme for massage. That bill, codified at Business and Professions Code section 4600 et seq., created a non-profit organization,

the California Massage Therapy Council, which has been placed in charge of overseeing massage schools, and also created a voluntary certification program for massage professionals. Under this voluntary certificate program, practitioners who pass a background check, complete a minimum number of hours of coursework, and pass an industry-administered examination receive a certificate entitling them to practice massage anywhere in the state.

State certificate holders are exempt from most local regulations. Specifically, local governments may not make them pay any fee over the normal business licenses, may not zone their practices any differently than for other professional or personal services, may not require them to keep doors unlocked, and may not impose building code or similar requirements more strictly on them than on other professional or personal services. Local governments retain the authority to enact "reasonable" health and safety regulations, but the legislation does not define what health and safety regulations are considered reasonable.

DISCUSSION

SB 731 took effect September 1, 2009. The proposed Ordinance amends the Imperial Beach Municipal Code to ensure that it complies with SB 731, and also provides that holistic health practitioners must comply with the same requirements as other massage professionals, to the extent that they provide massage services.

Specifically, the ordinance treats massage businesses as business services for determining their business license fees, slightly reducing the cost for practitioners. The ordinance exempts massage professionals who possess state certification from the zoning restrictions applicable to other massage practitioners, and allows those certificate holders to practice wherever other business services are permitted. Certificate holders are also made exempt from certain regulations limiting privacy and others setting higher building code standards.

In addition, administration of massage licenses is changed from the City Clerk to the Finance Department, to conform to the City's current practice. The educational requirements for massage technicians have also increased to more closely conform to those required by the state.

Holistic health providers will now be required to undergo the same permit processes required by other massage technicians. However, those who are currently registered or licensed by the City will be "grandfathered" out of the new requirements as long as they remain with the same business and at the same location.

ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) because it is not a project as defined in Section 15378.

FISCAL IMPACT:

According to City staff, given the small number of licensed massage technicians in the City of Imperial Beach, regardless of whether licensees obtain state certificates or remain licensed under this Ordinance, the anticipated fiscal impact should be no more than \$200.

DEPARTMENT RECOMMENDATION:

City Attorney Recommends the Mayor and City Council:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2009-1092, an Ordinance Amending Title 4 of the Imperial Beach Municipal Code to amend Section 4.04.090 and Chapter 4.28 pertaining to massage
3. City Clerk to read Ordinance 2009-1092; and
4. Motion to dispense the first reading and introduce Ordinance No. 2009-1092 by title only.

CITY MANAGER RECOMMENDATION:

To approve Staff Recommendation:



Gary Brown, City Manager

Attachments:

1. Ordinance 2009-1092, **Amending Title 4 of the Imperial Beach Municipal Code by Amending Section 4.04.090 and Chapter 4.28, Pertaining to Massage**

ORDINANCE NO. 2009-1092**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING TITLE 4 – BUSINESS TAXES, LICENSES AND REGULATIONS TO AMEND SECTION 4.04.090 – BUSINESS LICENSE FEE SCHEDULE AND AMEND CHAPTER 4.28 - MASSAGE ESTABLISHMENTS AND TECHNICIANS**

WHEREAS, the Legislature has adopted Senate Bill 731, which became effective September 1, 2009, pertaining to massage practice; and

WHEREAS, Senate Bill 731 creates a voluntary licensing scheme to be administered by the California Massage Therapy Council, a non-profit organization largely run by representatives of the massage industry; and

WHEREAS, any person who obtains a certificate from the California Massage Therapy Council is made exempt from local special licenses and certain local regulations by Senate Bill 731; and

WHEREAS, it is necessary for the City of Imperial Beach to amend its massage ordinances to conform with Senate Bill 731; and

WHEREAS, in the process of amending the ordinance, the City of Imperial Beach has also decided to regulate holistic health providers who practice massage, as they are an otherwise unregulated group of practitioners, some of whom have caused problems in other cities such as prostitution or sexual battery; and

WHEREAS, the City of Imperial Beach finds it necessary to incorporate other technical amendments to the ordinance.

NOW, THEREFORE, it is ordained by the City Council for the City of Imperial beach as follows:

SECTION 1: Section 4.04.090 is amended to read as follows:

4.04.490. Business license and permit fee schedule.

A. The business license/certification fees are set as follows:

Business	License/Certification Fee
Contractor (general)	\$210 plus \$6 per employee
Contractor (sub)	\$125 plus \$6 per employee
Retail Outlets	\$53 plus \$6 per employee

Business	License/Certification Fee
Wholesale Outlets	\$53 plus \$6 per employee
Secondhand Stores/Pawn Brokers	\$420 plus \$6 per employee
Dwelling Units/Hotel/Motel	\$40 plus \$20 per unit (1 to 20 units)
	\$40 plus \$15 per unit (21 to 50 units)
	\$40 plus \$13 per unit (51 and above)
RV and Mobile Home Park	\$40 plus \$12 per unit (1 to 20 units)
	\$40 plus \$9 per unit (21 to 50 units)
	\$40 plus \$8 per unit (51 and above)
(Housing inspection fees waived for RV and Mobile Home Park per state regulation.)	
Taxicab/Limousine	\$160 per owner or lessee
Advertising, Billposting, Benches	\$105 per board/\$21 per bench
Sound Trucks	\$53 plus \$6 per employee
Parades and Special Events	\$53 per parade or event
Circuses, Carnivals	\$53 plus \$105 per day
Peddlers, Telemarketing, Solicitors and Itinerant Merchants Generally (company fee)	\$105 plus \$6 per employee
Non-state-certified Massage Establishment/Permit	\$250 fee plus \$6 fee per employee (first year), \$75 fee plus \$6 fee per employee (after first year)
Cabaret/Dancehalls	\$160 plus \$6 per employee
Teenage Dance	\$53 plus \$6 per employee
Poolroom or Billiard Room	\$53 plus \$20 per table
Consultants & Other Non-licensed Professionals	\$53 plus \$105 per professional plus \$6 per other employee
Junkyards, Wrecking Yards or Automotive Dismantling Operation	\$160 plus \$6 per employee
Private Patrol Service	\$53 per quarter per vehicle or employee
Ice Cream Vendors	\$53 per quarter per vehicle or employee
Garage Sale	No fee (permit required)
Tattoo Parlors/Palm Readers	\$150 plus \$50 investigation fee per employee

Business	License/Certification Fee
Manufacturing	\$53 plus \$6 per employee
Automotive Dealers, Gasoline Stations	\$53 plus \$6 per employee
Eating and Drinking Establishments	\$53 plus \$6 per employee
Coin-operated Viewers	\$53 per machine \$6 per employee
Coin-operated Machines (i.e., video, music, pinball, pool)	\$20 per machine
Check Cashing Services	\$105 plus \$6 per employee
Credit Agencies	\$105 plus \$6 per employee
Business Services	\$53 plus \$6 per employee
Repair Services	\$53 plus \$6 per employee
Amusement and Recreation	\$53 plus \$20 per machine plus \$6 per employee
Health Service/Other Professional Services	\$53 plus \$6 per employee plus \$105 for each person engaged in a profession in a particular business that is required as a condition precedent to engaging in such profession to have a license from a government or nongovernmental agency. A licensed professional is employed or engaged in a particular occupation requiring long and intensive academic preparation in a specific field or endeavor.
Non-state certified Massage	\$75

B. Fees which shall be paid contemporaneously with the filing of a live entertainment permit application are set as follows:

Cocktail Waitress Servers	\$2
Dancers	\$5
Topless and/or Bottomless Dancers	\$10

C. Alarm system fees are set as follows:

All alarm systems must obtain a City alarm permit from the City Finance Department and the cost of the permit shall be thirty dollars.

D. All home-based businesses are subject to the requirements of this section, and shall pay fees appropriate for the type of business operated.

All fees which are currently in place but not set forth by this section shall continue at the existing rate. The ordinance codified in this section shall be effective immediately pursuant to California Government Code Section 36937(d).

SECTION 2. Chapter 4.28 is amended to read as follows:

Chapter 4.28. MASSAGE ESTABLISHMENTS AND TECHNICIANS

4.28.010. Purpose.

A. It is the purpose of this chapter to provide for the orderly regulation of massage businesses.

B. It is unlawful for any person (including without limitation, a corporation, partnership, group or association) to commence, conduct, own, manage, operate, be in charge of, participate in, or sponsor a massage business in violation of any of the requirements of this chapter. (Ord. 2005-1031 § 1 (part), 2005)

4.28.020. Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings ascribed to them in this section:

"Applicant" means, in the case of:

1. Sole proprietor: the individual;
2. Partnership: each individual partner;
3. Association: each individual member;
4. Corporation: each officer, director, and holder of five percent or more of the corporation's stock.

"Certificate holder" means a person possessing a valid, non-expired certificate to practice massage pursuant to Business & Professions Code section 4600 et seq., or a business where only certificate holders administer massage, per Business & Professions Code section 4612.

"Educational credentials for massage technicians" means the following:

1. Written proof of graduation from a school or institution of learning which is approved by the California Massage Therapy Council; and which requires a residence course of study that is not less than five hundred hours; and which issues a diploma or certificate upon graduation, except that those continuously possessing valid, non-expired licenses from the City of Imperial Beach do not need to meet this requirement; and

"Health Department" means the Department of Environmental Health of the

County of San Diego, which serves as the City's Health Department.

"Health officer" means the Health Officer of the County of San Diego, or his/her designees that serves as the City's Health Officer.

"License" means the business license to operate a "massage establishment" required by this chapter. "License" and "permit" are sometimes used interchangeably in this Ordinance.

"Massage" means any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating the external parts of the human body with the hands or other parts of the body, with or without the aid of any mechanical or electrical apparatus or appliances, or with or without supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations commonly used in this practice.

"Massage business" means a commercial activity involving, in whole or in part, the recurring giving or administering of massages. A massage business includes a certificate holder except where otherwise provided. A massage business may involve, among other things:

1. "Massage establishment" means a fixed location at which a massage business engages in or carries on a commercial activity involving, in whole or in part, the recurring giving or administering of massages on the premises.
2. "Off-premises massage service" means the business of providing massage services by appointment at a location other than premises licensed as a massage establishment. It includes massage technicians who provide off-premise massage services and who are self-employed and/or who contract with or work for a business other than a massage establishment.

"Massage technician" means any individual who, for commercial purposes, gives or administers, or offers to give or administer, a massage to another individual. "Massage technician" includes a holistic health provider. A massage technician includes a certificate holder unless otherwise provided.

"Patron" means an individual who is seeking or receiving a massage.

"Recognized school of massage" means any school or institution of learning, which has for its purposes the teaching of the theory, method, profession, or work of massage, which school or institution has been approved by the California Massage Therapy Council, and which requires a resident course of study of not less than five hundred hours to be given in not less than six calendar months before the student shall be furnished with a diploma or a certificate of graduation. A school offering a correspondence course, but not requiring attendance, is not a "recognized school of massage."

"Sheriff" means the Sheriff of the County of San Diego, which serves as the

City's law enforcement agency.

"Specified anatomical areas" mean pubic region, human genitals, perineum, anal region and the area of the female breast that includes the areola and the nipple. (Ord. 2005-1031 § 1

4.28.030. Issuing authority and requirements.

The Director of Finance is the issuing authority for business licenses, massage establishment permits, and massage technician permits.

4.28.040. Exemptions.

A. An exempt individual may commence, conduct, own, manage, operate, be in charge of, participate in, or sponsor a massage business without having a massage establishment permit and without complying with the regulations of the other sections of this chapter, so long as all massages that are part of the individual's massage business comply with each of the following requirements:

1. Are administered under the control and direction of such exempt individual;
2. Are part of the performance of the exempt individual's profession or activity; and
3. Are administered by a person who possesses a valid massage technician permit or is exempt from such requirement.
4. No person involved in the activities of the individual has been convicted of a crime within five years, which would allow the City to deny an application for a massage establishment license.

B. Exempt individuals: so long as the requirements of subsection A of this section are being met, for purposes of this chapter, an "exempted individual" is one who is within one or more of the following categories:

1. Physicians, surgeons, chiropractors, osteopaths, psychiatrists, psychologists, clinical social workers, family counselors and acupuncturists who are licensed to practice their respective professions in the State or who are permitted to practice temporarily under the auspices of an associate or business duly licensed in the State;
2. Registered nurses, practical nurses, and licensed vocational nurses who possess a current and valid license from the State of California to practice their respective profession in this State, and who administer a massage in the normal course of nursing duties;
3. Trainers employed by any amateur, semi-professional or professional athlete or athletic team, and who administer a massage in the normal course of training duties;
4. Barbers and beauticians who possess a current and valid license from the

State of California to practice their respective profession in this State, and who administer a massage in the normal course of their duties;

5. Any duly licensed business in which the above-described persons are the only ones who practice their respective professions;
6. Hospitals, nursing homes, sanitariums, persons holding an unrevoked certificate to practice the healing arts under the laws of the State, or persons working under the direction of any such person or in any of such businesses;

C. Renting office or workspace at an otherwise exempt location does not provide the renter with an exemption from this chapter.

D. The exemptions described in this section do not relieve any massage technicians who are employed by an exempt individual from the requirements of this chapter.

E. No holistic health provider (as defined in this section) needs to obtain a massage technician permit if (1) that person has either been registered with the City of Imperial Beach as of the initial reading of October 8, 2009; (2) maintains the same employer; and (3) maintains the same business location.

No business employing a holistic health provider needs to obtain massage establishment permit if: (1) the holistic health provider has been registered in or has a business license from the City of Imperial Beach as of October 8, 2009; (2) the business does not employ any person to practice massage who is not such a holistic health provider or certificate holder; (3) the business does not change ownership; and (4) the business location does not change.

A "holistic health practitioner" is a nonmedical health care technician who uses massage in a therapeutic approach to carrying for patrons. The practice of such health care technician may include other services such as nutritional assistance or counseling as long as all massage activities are directed toward health care. To qualify for this exemption, the person, prior to initiating the conduct of a massage business within the City, must first present themselves to the issuing authority to be registered and provide proof of:

1. Satisfactory completion of no less than one thousand hours of instruction in such specialty and therapeutic approach at a school whose curriculum is accredited by the State of California;
2. Evidence of passing a qualified written examination prepared by the Health Department and administered by the Sheriff establishing competency and ability of the applicant to engage in the practice of massage;
3. Proof of membership in a State or nationally chartered organization devoted to the practitioner's specialty or therapeutic approach whose members are subject to a code of behavior that is effectively enforced against members by the organization and which requires participation in continuing education; and

4. Evidence of passing an examination prepared and conducted by the Health Department wherein the applicant shall be required to demonstrate a basic knowledge of anatomy, physiology, hygiene and manual and mechanical massage.

(Ord. 2005-1031 § 1 (part), 2005)

4.28.050. Massage establishment permit required.

No person other than a certificate holder shall maintain or allow a massage establishment on any premises within the City of Imperial Beach without an annual permit license for the operation of a massage establishment issued by the issuing authority, which remains in effect in conformity with the provisions of this chapter.

4.28.060. Massage establishment permit application.

The application for a permit to operate a massage establishment shall set forth the exact nature of the massage to be administered, the proposed place of business and facilities therefor, and the name and address of each applicant.

In addition to the foregoing, any applicant for a license shall furnish the following information:

- A. The two previous addresses of the applicant immediately prior to the present address of the applicant;
- B. Written proof satisfactory to the Sheriff that the applicant is over the age of eighteen years;
- C. Applicant's height, weight, color of eyes and hair;
- D. Four portrait photographs, at least two inches by two inches. The Sheriff shall retain one photograph and one photograph shall be affixed to the license;
- E. Business, occupation, or employment history of the applicant for the five years immediately preceding the date of application;
- F. The business license or permit history of the applicant: whether such person, in previously operating in this or another country, City or State, under license or permit, has had such license or permit suspended or revoked, the reason therefor, and the business activity or occupation subsequent to such suspension or revocation;
- G. Whether such person has ever been convicted of any crime, including those dismissed pursuant to Penal Code Section 1203.4, except misdemeanor traffic violations. If any person mentioned in this subsection has been so convicted, a statement must be made giving the place and court in which such conviction was had, the specific charge under which the conviction was obtained, the sentence imposed as a result of such conviction, and the circumstances surrounding the crime for which he was convicted;
- H. Such other identification and information reasonably necessary for the City to discover the truth of the matters required to be set forth in this section;

I. The applicant will obtain his/her own livescan finger prints from a law enforcement agency or other person or agency which may properly administer livescan screenings under California and federal law;

J. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its article of incorporation, together with the names and residence addresses of each of its current officers, directors, and each stockholder holding more than five percent of the stock of the corporation. If the applicant is a partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one or more of the partners is a corporation, the provisions of this section pertaining to corporate applicant apply.

4.28.070. Processing an application.

Upon receipt of the application, the issuing authority shall collect the authorized permit fee. The issuing authority shall retain one photograph of the applicant to be attached to the permit. Then, the issuing authority shall deliver a copy of the application to the following:

A. To the Health Department to conduct an inspection of the premises of any proposed massage establishment and report on compliance with health related regulations.

B. To the Planning Department:

1. To determine the proposed activity's conformance to the City's land use regulations; and
2. To conduct an inspection of the premises of any proposed massage establishment and report on compliance with the facilities requirements of this chapter.

C. To the Sheriff's Department to conduct a review and background check and report on the applicant's suitability under this chapter. The issuing authority shall send one photograph of the permittee to the Sheriff. Upon receipt of such application, the Sheriff's Department shall have a reasonable time, not to exceed thirty days, to investigate the applicant and background of the applicant. This investigation period may be extended for good cause by the City Manager.

4.28.080. Massage establishment permit application fee.

A. The City Council, by resolution, shall establish application fees to cover the cost of processing applications and conducted pre-issuance inspections and investigations; and permit issuance fees for post issuance inspections and the enforcement of the provisions of this chapter.

B. The amount of the fees shall include the charges fixed by the Sheriff's Department, or any other outside person or agency for providing services to the City in the administration of this chapter.

C. The fee described in this section does not apply to certificate holders

4.28.090. Issuance of massage establishment permit.

A. A permit shall be issued within thirty days of receipt of the application to any applicant who has furnished all the information required by this section in the application for such license provided that all of the following requirements are met:

1. The applicant has not knowingly made a material false statement in the application for the license;
2. The applicant, if an individual, or in the case of an applicant which is a corporation or partnership, any of its officers, directors, holders of five percent or more of the corporation's stock, or partners, has not within five years immediately preceding the date of the filing of the application been convicted in a court of competent jurisdiction of all criminal convictions, including those dismissed pursuant to Penal Code Section 1203.4, except traffic, and a statement of the dates and places of such convictions;
3. The massage establishment proposed by the applicant complies with all applicable laws including, but not limited to, health, zoning, fire and safety requirements and standards;
4. The applicant is at least eighteen years of age;
5. The applicant has not had a massage establishment, adult massage technician, escort service, sexual encounter studio, nude photo studio, or similar type of license or permit suspended or revoked for good cause within the three years immediately preceding the date of the filing of the application, unless the applicant can show a material change in circumstances since the revocation or suspension;
6. The applicant has fulfilled the requirements of Section 4.28.150 of this chapter;
7. The application includes payment of a nonrefundable annual fee, which shall be set periodically by resolution of the City Council; and
8. The City Manager has not extended the investigation period for the license application.

B. The massage establishment license shall:

1. Identify the applicant;
2. Identify the place of business;
3. Identify the massage establishment, if any, and state:
 - a. The maximum number of patrons for which the massage establishment can render on-site, simultaneous massages;
 - b. Whether the massage establishment permit allows male and female patrons to be served simultaneously;

- c. The number of employees needed to serve the maximum number of patrons for which the massage establishment can render on-site simultaneous massages; and
 - d. Whether the massage establishment permit allows for male and female employees to be on premises simultaneously.
4. Specifically permit off-premises massage service, if appropriate;
 5. Impose conditions that are reasonably necessary to the businesses compliance with the regulations of this chapter;
 6. Specify a permit expiration date, one year from the date of issuance; and
 7. Expressly state that while the massage establishment permit authorizes the business to be conducted, each person who gives or administers a massage as part of that business is required to have a massage technician permit.

C. A massage establishment permit shall not be issued until the Health Department, the Sheriff, and the Planning Department have notified the issuing authority in writing that the applicant has fulfilled the requirements of this chapter.

D. The permit must be renewed on a year-to-year basis. Renewal fees are due and payable one year from the issuance date. Application for renewal shall be on the same application form as required by Section 4.28.060 of this chapter. (Ord. 2005-1031 § 1 (part), 2005)

4.28.100. Records of treatment.

Except for certificate holders, every massage establishment shall keep for a period of ninety days a record of the date and hour of each treatment, fee charged for services and the name of the technician administering such treatment. Such record shall be open to inspection by officials charged with the enforcement of the provisions of this chapter. The information furnished or secured as a result of any such inspection shall be confidential.

4.28.110. Inspection by officials.

The investigating officials of the City, the Sheriff, and the San Diego County health officer shall have the right as otherwise provided for by law to enter the premises of a massage establishment from time to time during regular business hours for the purpose of making reasonable inspection to enforce compliance with building, fire, electrical, plumbing, and health regulations, or any other provision of this chapter. This section shall not restrict or limit the right of entry vested in any law enforcement agency to enter for a law enforcement purpose.

4.28.120. Transfer of massage establishment permit.

No massage establishment permit shall be transferable to another person.

4.28.130. Change of location.

Except for certificate holders, the change of location of a massage establishment is prohibited, unless application for a new location is made pursuant to Section 4.28.060 of this chapter.

4.28.140. Sale or transfer.

A. Upon the sale or transfer of any interest in a massage establishment, any permit issued under this chapter shall be null and void.

B. Any application for an extension, or expansion of the building or other place of business of the massage establishment shall require an inspection and shall require compliance with Section 4.28.060 of this chapter.

4.28.150. Massage establishment operating requirements.

No person, association, partnership or corporation shall engage in, conduct, or permit the operation of a massage establishment unless each and all of the following requirements are met:

A. Each person employed or acting as an adult massage technician shall be a certificate holder or have a valid permit issued pursuant to the provisions of this chapter, and it is unlawful for any owner, operator, responsible managing employee, manager, certificate holder, permittee or licensee in charge of or in control of a massage establishment to employ or permit any person to act as an adult massage technician who is not in possession of a valid and current certificate or permit.

B. The possession of a valid massage establishment permit does not authorize the possessor to perform work for which a massage technician permit is required.

C. Massage operations shall be carried on and the premises shall be open only between the hours of seven a.m. and nine p.m.

D. A list of services available and the cost of such services shall be available for inspection upon request of the public or any official authorized to make any inspection of the premises. The service shall be described in readily understandable language. No owner, operator, responsible managing employee, manager, permittee or licensee in charge of or in control of the massage establishment shall permit and no adult massage technician shall offer to perform, nor shall perform, any service other than those listed and available for inspection. This subsection does not apply to certificate holders.

E. The massage establishment permit, public health permit, and a copy of the permit or certificate of each and every adult massage technician employed by or working in the establishment shall be kept in one place, readily available for inspection. This section does not supersede any other requirement concerning the display of licenses and permits.

F. Clean and sanitary towels, sheets and linens shall be provided for each patron receiving massage services. No common use of towels or linens shall be permitted, and reuse is prohibited unless linens have been first laundered. Heavy white paper may be

substituted for sheets, provided that such paper is used once for each person, and then discarded into a sanitary receptacle.

G. Disinfecting agents and sterilizing equipment sufficient to assure cleanliness and safe conditions shall be provided for any instruments used in performing any massage.

H. Pads used on massage tables shall be covered with durable, washable plastic or other waterproof material.

I. Each massage establishment shall provide to all patrons clean, sanitary and opaque coverings capable of covering the patron's specified anatomical areas. Such coverings shall be used for one customer only and shall not be reused without first being cleaned.

J. No owner, operator, responsible managing employee, manager, certificate holder, permittee or licensee in charge of or in control of a massage establishment shall permit a massage to be given unless the patron's specified anatomical areas are covered during the entire massage by the covering referred to in subsection I of this section.

K. With the exception of bathrooms or dressing rooms not open to public view, no owner, operator, responsible managing employee, manager, certificate holder, permittee or licensee in charge of or in control of any massage establishment shall permit any person in any area within the massage establishment which is used in common by the patrons or which can be viewed by patrons from such an area, unless such person's specified anatomical areas are fully covered.

L. No owner, operator, responsible managing employee, manager, certificate holder, permittee or licensee in charge of or in control of massage establishment shall permit any adult massage technician or certificate holder to perform any service or task while in the presence of a patron or to be on the premises of a massage establishment during its hours of operation unless the adult massage technician is fully covered from a point not to exceed four inches above the center of the kneecap to the base of the neck. Such covering shall be of an opaque material and shall be maintained in a clean and sanitary condition.

M. No owner, operator, responsible managing employee, manager, certificate holder, permittee or licensee in charge of or in control of a massage establishment shall permit any person to massage or intentionally touch the specified anatomical areas of another person while performing the services of an adult massage technician.

N. A massage establishment shall not be operated as a school of massage, or use the same facilities as that of a school of massage. This subsection does not apply to certificate holders.

O. Alcohol or Drugs.

1. No massage business operator shall permit a person to be or remain in any part of a massage establishment while such person is in the possession of, consuming, using or under the influence of any alcoholic beverage or drug, except pursuant to a doctor's prescription.

2. It is unlawful for any person to be or remain in any part of a massage

establishment while in the possession of, consuming, using or under the influence of any alcoholic beverage or drug, except pursuant to a doctor's prescription.

P. Access to Establishment.

1. Each entrance to the massage establishment, regularly used by the public for ingress or egress to such establishment, shall remain unlocked during business hours. This subsection does not apply to certificate holders.
2. The massage business operator shall allow City Officials to enter the massage establishment from time to time for the purpose of making reasonable inspections to observe and enforce compliance with the applicable regulations, laws, and the provisions of this chapter.

Q. Facilities to Serve Patron. Except for certificate holders, based on the maximum number of patrons for which the massage establishment can simultaneously render on-premises massages, there shall be:

1. One or more dressing rooms for the exclusive use of patrons with sufficient capacity to serve the maximum number of patrons.
2. A minimum of one separate locker available for each patron, capable of being locked by the patron, with sufficient size and strength to protect the clothing and valuables of the patron.
3. A minimum of one shower or tub for each six patrons, or portion thereof.
4. For every six patrons, or portion thereof: one toilet and one wash basin located together, within or as close as practicable to the area devoted to giving or administering the massage.
 - a. The operator must control the toilet area to insure that it is not accessible by both sexual genders at the same time.
 - b. The provision of each required wash basin shall include, at all times: (1) hot and cold running water provided through a mixing faucet; (2) hand washing soap or detergent immediately available in a permanent, wall mounted dispenser; and (3) sanitary towels immediately available in a permanent, wall mounted dispenser.
5. A separate massage room for each patron.
6. In those establishments where steam room or sauna baths are provided, if the massage establishment permit allows male and female patrons to be served simultaneously, each steam room and sauna room shall be posted and directly controlled to insure that neither is accessible by both sexual genders at the same time.

R. Signs.

1. At the main entrance of the massage establishment, in compliance with the sign regulations of this chapter, a recognizable and legible sign shall be posted which identifies the premises as a massage establishment.
2. Within the massage establishment, in an open and conspicuous public place

on the premises, the massage business operator shall post and at all times maintain a list of services available and the cost of such services. The services shall be described in readily understandable language. This subsection does not apply to certificate holders.

4.28.160. Massage technician permit required.

Except for certificate holders, it is unlawful for any person to act as a massage technician without a permit. Except for certificate holders, any person desiring to engage in off-premise massage must obtain an off-premise massage business permit.

4.28.170. Massage technician permit and off-premise massage business permit application contents.

Each applicant for a massage technician permit or an off-premise massage business permit shall furnish the following information to the Sheriff's Department:

- A. The full true name and any other names ever used by the applicant;
- B. The current residential address and telephone number of the applicant;
- C. Each residential and business address of applicant for the five years immediately preceding the date of the application, and the inclusive dates of each such address;
- D. Written proof that the applicant is at least eighteen years of age;
- E. Applicant's height, weight, color of eyes and hair;
- F. Photographs of the applicant as specified by the Sheriff's Department;
- G. Applicant's business, occupation and employment history for the five years immediately preceding the date of application;
- H. Whether the applicant has ever had any license or permit issued by any agency or board, or any City, County, State or Federal agency revoked or suspended, or has had any professional or vocational license or permit revoked or suspended within five years immediately preceding the application, and the reason for the suspension or revocation;
- I. All criminal convictions, including those dismissed pursuant to Penal Code Section 1203.4, except traffic, and a statement of the dates and places of such convictions;
- J. The massage establishment at which the applicant expects to be employed, or a business address for the off-premise massage business;
- K. Proof of the satisfactory completion of five hundred hours of instruction from any state-approved school in a massage specialty and a therapeutic approach in caring for clients. The applicant must provide the Sheriff's Department with proof that the school(s) attended by the applicant was a state-approved school;
- L. Proof of successful completion of a national certification exam administered by a national professional certification organization approved by the California Massage

Therapy Council;

M. Each applicant shall obtain a Livescan fingerprint analysis;

N. Such other identification and information as may be required in order to discover the truth of the matters specified in this section. (Ord. 2005-1031 § 1 (part), 2005)

4.28.180. Investigation of application for massage technician permit.

A. Each application for a massage technician permit shall be accompanied by a nonrefundable investigation fee in an amount to be determined periodically by resolution of the City Council. Such fee shall be in addition to any business tax required to be paid by the terms of this chapter.

B. Upon receipt of an application, the Sheriff's Department shall have a reasonable time, not to exceed thirty days, to investigate the application and background of the applicant. The investigation period may be extended for good cause by the City Manager.

C. A person who holds a valid massage establishment permit and who applies for a massage technician permit pursuant to Section 4.28.170 may be issued a permit without paying the fee required in subsection A of this section. (Ord. 2005-1031 § 1 (part), 2005)

4.28.190. Issuance of massage technician permit.

A. A massage technician permit shall be issued within thirty days of receipt of the application to any applicant who has furnished all of the information required by Section 4.28.170 of this chapter in the application for such license, provided that all of the following requirements are met:

1. The applicant has not knowingly made a material false statement in the application for the permit;
2. Whether such person has ever been convicted of any crime, including those dismissed pursuant to Penal Code Section 1203.4, except misdemeanor traffic violations. If any person mentioned in this subsection has been so convicted, a statement must be made giving the place and court in which such conviction was had, the specific charge under which the conviction was obtained, the sentence imposed as a result of such conviction, and the circumstances surrounding the crime for which he was convicted;
3. The applicant has not had a massage establishment, adult massage technician, escort service, sexual encounter studio, adult modeling studio or similar type of license or permit suspended (for one year or more) or revoked for good cause within the three years immediately preceding the date of the filing of the application, unless the applicant can show a material change in circumstances since the revocation or suspension;
4. The applicant has otherwise complied with all other applicable provisions of this chapter; and

5. The City Manager has not extended the investigation period for the permit application.
- B. An application for a massage technician permit must be accompanied by the first annual nonrefundable fee for adult massage technicians, in an amount to be set periodically by resolution of the City Council.
- C. The permit must be renewed on a year-to-year basis. Application for renewal shall be on the same application form as required by Section 4.28.170 of this chapter, and shall be accompanied by the annual fee described in subsection B of this section.

4.28.200. Transfer of massage technician permit.

No massage technician permit shall be transferable to another person.

4.28.210. Regulations for off-premises massage business.

It is unlawful for a massage business operator other than a certificate holder to provide, or offer to provide an off-premises massage service unless:

- A. The massage technician is in possession of, and is in full compliance with the terms of, a validly issued, unexpired, and unrevoked massage technician permit;
- B. The massage technician is working as part of a massage business which is in possession of, and is full compliance with the terms of, a validly issued, unexpired, and unrevoked massage technician permit;
- C. The massage is offered to be given or administered in full compliance with the regulations of this chapter;
- D. The massage is given or administered in full compliance with the regulations of this chapter; and
- E. Before the massage is given or administered, the massage technician shall present to the patron a written document which lists the services available and the cost of such services. The services shall be described in readily understandable language.

4.28.220. Denial, suspension or revocation of license.

- A. Denial. Within ten days of the denial by the issuing authority of an application for any license or permit described in this chapter, the applicant may file with the City Manager a written request for hearing. At such hearing, evidence shall be received for the purpose of determining whether or not such denial shall be upheld. Following the hearing, notification of and reasons for the determination shall be set forth in writing and sent to the applicant by means of registered or certified mail, or hand delivery.
- B. Suspension or Revocation. Any license or permit described in this chapter may be suspended or revoked by the issuing authority for any violation of a permit, any violation of any provision of this chapter, or any violation of any other article, ordinance, or law relating to or regulating the massage establishment, adult massage technician, or alternative health care practitioner. The issuing authority or his or her designee shall

serve a notice of intent to suspend or revoke a permit of the massage establishment, adult massage technician or alternative health care practitioner at least three days prior to the date of suspension or revocation. Such notice shall be served personally on the manager or owner of the massage establishment, on the adult massage technician, or on the alternative health care practitioner.

C. Within three days of receiving a notice of intent to suspend or revoke a license, the aggrieved party may appeal the notice to the City Manager by delivering a written explanation to the City Manager regarding why the revocation or suspension is being contested. The suspension or revocation shall not be enforced pending the appeal.

D. Within ten days of receiving the notice of appeal, the City Manager shall set the matter for hearing before an administrative officer or board, at which the hearing officer or board shall consider the reasons for the revocation or suspension, and at which the aggrieved party shall be entitled to appear and contest the reasons for the revocation or suspension. Notice of the hearing shall be provided to all parties at least three days prior to the hearing.

E. Within three days of the hearing, the City Manager shall issue a written decision regarding the suspension or revocation. The decision of the City Manager shall be final.

F. Nothing in the procedures for suspension or revocation set forth in this section shall prohibit the issuing authority from taking immediate action to suspend any license or permit described in this chapter if there is an urgency of immediate action to protect the public from injury or harm, or where a license or permit has been issued based on material misrepresentations in the application and but for the material misrepresentations, the license or permit would not have been issued. In such cases, the suspension or revocation shall be effective immediately upon service of the notice by the issuing authority, and the aggrieved party may pursue a subsequent hearing by following the procedures set forth in subsection B and following of this section.

4.28.230. Violations.

Any person, firm or corporation violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine in an amount not to exceed one thousand dollars or imprisonment in the county jail not to exceed six months, or both.

4.28.240. Injunctive relief.

In addition to the legal remedies provided for in this code, the violation of any provision of this chapter shall be deemed a public nuisance, and may be enjoined by the City of Imperial Beach.

4.28.250. Constitutionality.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. The Council hereby declares that it would have adopted the division and

each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

4.28.260. Massage parlor.

"Massage parlor" means a massage establishment as defined in Section 4.28.020.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 21, 2009

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT
GREG WADE, DIRECTOR *GW*
GERARD SELBY, REDEVELOPMENT COORDINATOR

SUBJECT: PROPOSED PROJECT PROPOSALS FOR THE FISCAL YEAR
2010-2011 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM

BACKGROUND:

The Community Development Block Grant Program ("CDBG") is funded through the Department of Housing and Urban Development Department ("HUD"). The County of San Diego's Department of Housing and Community Development allocates funds to participating cities based on a formula that considers factors such as population, income level, and overcrowded housing.

The Draft Fiscal Year ("FY") 2010-2011 Annual Funding Plan Strategy ("Strategy") was presented to the Board of Supervisors in September 2009. The approval of the Strategy marks the start of the annual CDBG cycle that culminates in the funding of community development projects in FY 2010-2011. The final approval by the Board of Supervisors for submitted projects is expected to take place in May 2010. The HUD funding levels in FY 2010-2011 are still uncertain; therefore the Strategy assumes the same level of funding as 2009-2010 (\$137,000). Adjustments will be made when HUD issues the entitlement figures.

The purpose of this meeting is to provide comment and directions on the presented projects for funding in the FY 2010-2011 (CDBG) program.

DISCUSSION

CDBG funded activities are intended to primarily benefit low-income and moderate-income residents of Imperial Beach. The CDGB program activities are expected to improve communities and/or neighborhoods by creating suitable living environments. One of the expected outcomes of CDGB activities is to increase and improve the accessibility of public infrastructure and buildings. Staff has evaluated the different projects for benefits to low-income and moderate-income residents of the community, the viability and timeliness of the proposed projects, impacts to the livability on the community, and the likelihood of completing the project within one fiscal year. Each of the following projects will meet these requirements:

- Louden Lane Pedestrian Safety and Traffic Calming: The Louden Lane Project would include the installation of a Median on Imperial Beach Boulevard to provide a safe island for pedestrians while crossing the street. The project would also include the installation of pop-outs on the east and west corners of Louden Lane to give pedestrians (students) better visibility. Staff is working on an estimated budget for this project.
- Marina Vista Center Project – The Project at the Marina Vista Center is an unfunded project. The Center needs the following upgrades to bring the buildings up to current levels of energy efficiency and to make the center more habitable. The work to be done at the Marina Vista Center includes the following:
 - Install energy efficient lighting and new windows throughout all facilities. Replace wood framing, walls and siding around and under window on east side of the senior center office.

The estimated budget for the Marina Vista Center is as follows:

<u>Tasks</u>	<u>Estimated Costs</u>
Construction	128,000
Project Management	<u>9,000</u>
TOTAL	\$137,000

- Veteran's Park Restroom Remodel - The remodel of the bathroom at Veteran's Park is an unfunded project in the Capital Improvement Program. The remodel would replace sanitary fixtures and stalls; replace the floor and floor drains, replace faucets, doors, vents, and install a new roof and downspouts. The remodel would improve the accessibility of the bathrooms. Accessibility is an intended outcome of the CDGB program. The remodel of the Veterans Park bathroom will have a positive impact on the quality of life for the Imperial Beach community. A wide range of ages and a diverse mix of community members extensively use the park. The improvements will enhance access and the efficiency of park operations.

The estimated budget for the Veterans Park Restroom Remodel is as follows:

<u>Tasks</u>	<u>Estimated Costs</u>
Construction	128,000
Project Management	<u>9,000</u>
TOTAL	\$137,000*

*Final estimate will be provided at the November 4, 2009 City Council meeting.

The Marina Vista Center project will have a positive impact on the quality of life for the Imperial Beach community. A wide range of ages and a diverse mix of the community extensively use the Marina Vista facilities. Staff recommends this project as the design for the Marina Vista Center Master Plan is 100% complete and includes a full set of plans and specifications. The improvements will considerably increase energy efficiency in these buildings. For this reason, staff recommends allocating all of the FY 2010-2011 CDBG funds to this project.

FISCAL IMPACT:

While the actual amount of CDBG funds will not be determined until the County receives all CDBG funding requests and receives HUD notification of available funds, the estimated FY 2010-2011 CDBG allocation is approximately \$137,000.

DEPARTMENT RECOMMENDATION:

That the City Council:

1. Open the public hearing, receive testimony, consider staff report, provide direction, and continue the public hearing to Wednesday, November 4, 2009.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 21, 2009

ORIGINATING DEPT.: PUBLIC WORKS *Ho L*

SUBJECT: PUBLIC HEARING APPROVING A BOUNDARY CHANGE TO THE EXISTING UNDERGROUND UTILITY DISTRICT – 600 BLOCK OCEAN LANE (600 BLOCK OCEAN LANE UNDERGROUND UTILITY DISTRICT)

BACKGROUND: On September 1, 1999 City Council adopted resolution 99-5123 which established the 600 Block Ocean Lane Underground Utility District. The District was established to have the overhead utilities in the 600 Block of Ocean Lane and the Carnation Avenue street-end placed underground coincident with the construction of the Carnation Avenue street-end street enhancement project funded through the Port of San Diego. One hundred sixty seven thousand seven hundred twenty five dollars (\$167,725) was set aside in the 20-A undergrounding utility conversion fund to complete this District.

In calendar year 2000, the Camation Avenue street-end street enhancement project was placed on hold pending the conclusion of an agreement between the Port of San Diego, U.S. Navy, and the City of Imperial Beach to expand the width of Carnation Avenue an additional 20 feet into Camp Surf and the completion of the Camation Avenue street-end street enhancement project construction drawings by the Port of San Diego. After nearly 10 years of obtaining no progress on reaching an agreement with the U.S. Navy for the use of the additional 20-feet to the north into Camp Surf, staff approached SDG&E and the other utility companies with a request to restart the 600 Block Ocean Lane Underground Utility District project leaving out the Carnation Avenue street-end underground utility section of the project.

DISCUSSION: SDG&E and the other utilities have stated that the District, as currently configured, includes Camation Avenue with the extended 20-feet into Camp Surf and thus is not consistent with the request to restart the project. They have asked that the project boundaries be formally changed to exclude the Carnation Avenue street-end. This staff report and resolution is submitted in support of the utility companies' request to redefine the 600 Block Ocean Lane Underground Utility District boundaries.

City of Imperial Beach Municipal Code, Chapter 13.08 establishes the regulations and procedures for the removal of overhead utility facilities and the installation of underground facilities in underground utility districts. Chapter 13.08 provided that Council may from time to time call public hearings to ascertain whether the public health, safety, or general welfare requires the removal of poles, overhead wires, and associated overhead structures within designated areas of the City.

If after any such public hearing, the Council finds the public health, safety, or general welfare requires such removal and such underground installation within a designated area, the Council shall by resolution declare such area an Underground Utility District and order such removal and such underground installation.

This public hearing is to determine whether the public health, safety, or general welfare requires the adjustment to the boundaries of the underground utility district - 600 Block Ocean Lane Underground Utility District – Revision 1.

The proposed resolution makes the required findings and determinations pursuant to Chapter 13.08 of the Imperial Beach Municipal Code and designates the area shown in Exhibit A to the resolution as the 600 Block Ocean Lane Underground Utility District – Revision 1.

ENVIRONMENTAL DETERMINATION:

The project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301(b) entitled Existing Facilities of both investor and publicly owned utilities used to provide power, natural gas, sewerage, or other public utility services.

FISCAL IMPACT:

Expenditure of an estimated \$200,000 to \$250,000 of SDG&E 20-A funds for undergrounding the 600 block of Ocean Lane. The project will also require the replacement of three streetlights currently existing on the 600 block of Ocean Lane. The street lights will cost approximately \$6,000 from City funds.

DEPARTMENT RECOMMENDATION:

1. Conduct the public hearing and hear public testimony concerning the revision to the boundaries of the 600 Block Ocean Lane Underground Utility District - 600 Block Ocean Lane Underground Utility District – Revision 1.
2. Approve and adopt the proposed resolution.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2009-2815
2. Exhibit A to Resolution No. 2009-6815

RESOLUTION NO. 2009-6815

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, REGARDING THE PUBLIC HEARING APPROVING A BOUNDARY CHANGE TO THE EXISTING UNDERGROUND UTILITY DISTRICT – 600 BLOCK OCEAN LANE (600 BLOCK OCEAN LANE UNDERGROUND UTILITY DISTRICT

WHEREAS, on September 1, 1999 City Council adopted resolution 99-5123 which established the 600 Block Ocean Lane Underground Utility District; and

WHEREAS, the District was established to have the overhead utilities in the 600 Block of Ocean Lane and the Carnation Avenue street-end placed underground coincident with the construction of the Carnation Avenue street-end street enhancement project funded through the Port of San Diego; and

WHEREAS, in calendar year 2000, the Carnation Avenue street-end street enhancement project was placed on hold pending the conclusion of an agreement between the Port of San Diego, U.S. Navy, and the City of Imperial Beach to expand the width of Carnation Avenue an additional 20 feet into Camp Surf and the completion of the Carnation Avenue street-end street enhancement project construction drawings by the Port of San Diego; and

WHEREAS, after nearly 10 years of obtaining no progress on reaching an agreement with the U.S. Navy for the use of the additional 20-feet to the north into Camp Surf, staff approached SDG&E and the other utility companies with a request to restart the 600 Block Ocean Lane Underground Utility District project leaving out the Carnation Avenue street-end underground utility section of the project; and

WHEREAS, SDG&E and the other utilities have stated that the District as currently configured includes Carnation Avenue with the extended 20-feet into Camp Surf and thus is not consistent with the request to restart the project; and

WHEREAS, SDG&E and the other utilities have asked that the project boundaries be formally changed to exclude the Carnation Avenue street-end; and

WHEREAS, Imperial Beach Municipal Code, Chapter 13.08 provided that Council may from time to time call public hearings to ascertain whether the public health, safety, or general welfare requires the removal of poles, overhead wires, and associated overhead structures within designated areas of the City; and

WHEREAS, if after any such public hearing, the Council finds the public health, safety, or general welfare requires such removal and such underground installation within a designated area, the Council shall by resolution declare such area an Underground Utility District and order such removal and such underground installation; and

WHEREAS, this public hearing is to determine whether the public health, safety, or general welfare requires the adjustment to the boundaries of the underground utility district - 600 Block Ocean Lane Underground Utility District – Revision 1; and

WHEREAS, this resolution makes the required findings and determinations pursuant to Chapter 13.08 of the Imperial Beach Municipal Code and designates the area shown in Exhibit A to the resolution as the 600 Block Ocean Lane Underground Utility District – Revision 1.

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

1. The City Council does hereby find and determine that the public health, safety and general welfare requires the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, community antennae television or similar or associated service within the area set forth above, and that pursuant to Chapter 13.08 of the Imperial Beach Code, is hereby declared to be an underground utility district as revised in the City of Imperial Beach and is designated as the 600 Block Ocean Lane Underground Utility District – Revision 1. Attached hereto is marked Exhibit "A", and hereby incorporated as a part of this resolution is a map delineating the boundaries of said District.
2. The City Council further shall, by subsequent resolution, fix the date upon which the property in the District must be ready to receive underground service, and shall, by subsequent resolution, order the removal of all poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, community antennae television or similar or associated service.
3. The City Clerk is hereby instructed to notify all affected utilities and all persons owning real property within the 600 Block Ocean Lane Underground Utility District – Revision 1, of the adoption of this resolution within ten (10) days after effective date of this resolution. The City Clerk shall further notify said property owners of the necessity that if they, or any person occupying such property, desire to continue to receive electric, communication, community antennae television or similar or associated service they shall provide at their own expense all necessary facility changes on their premises so as to receive underground service from the lines located underground of the supplying utility company subject to applicable rules, regulations, and tariffs of the respective utility company on file with the Public Utilities Commission of the State of California (as of the date adoption of this resolution) and subject to all applicable requirements of State law and City Ordinances. Such notification shall be made in the manner prescribed by Chapter 13.08, Section 08.110 of the Imperial Beach Municipal Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of October 2009, by the following vote:

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

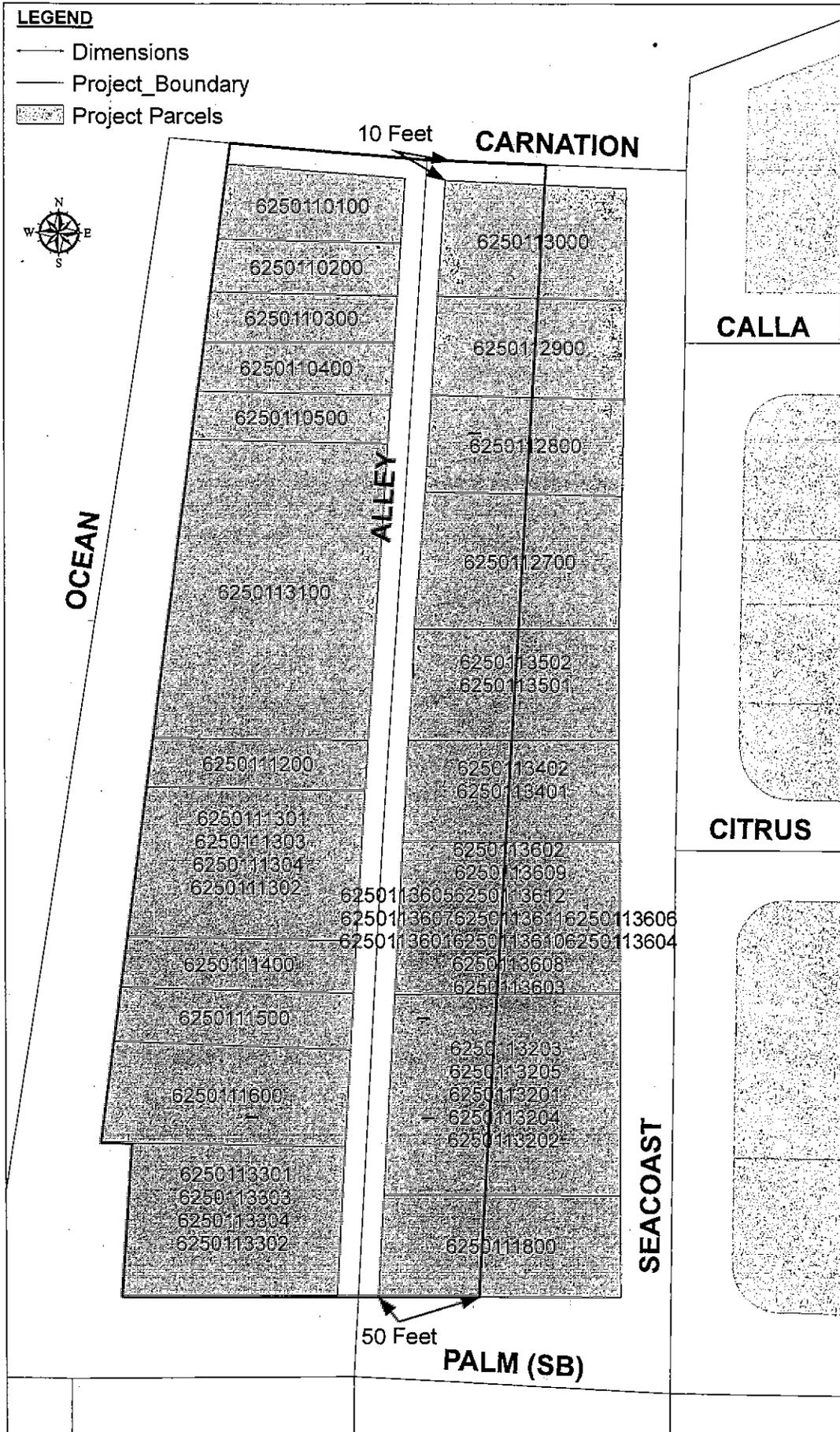
JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

600 Block Ocean Lane Underground Utility District Revision 1

ATTACHMENT 2
Exhibit A to
Resolution
2009-6815





**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: OCTOBER 21, 2009
ORIGINATING DEPT.: PUBLIC WORKS *Hal*
SUBJECT: RESOLUTION REJECTING ALL BIDS FOR A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – STATE ROUTE 75 MEDIAN LANDSCAPE MAINTENANCE PROGRAM

BACKGROUND: In 1999 the City completed the State Route 75 (SR 75) median landscape construction project and advertised for a maintenance contract for the landscape maintenance of the 1.1 mile stretch of SR 75 between the City of San Diego border and the City of Coronado border. The contract was valid for five years as extended. In 2004, another request for proposals was initiated for the ongoing SR 75 median landscape maintenance project. A contract was awarded for a new five year period. In September 2009, staff advertised for another request for proposals. The scheduled bid opening date was Thursday, October 8, 2009 at 2:00 p.m.

DISCUSSION: SR 75 Median Landscape Maintenance Program was advertised for bids September 17, 2009; September 24, 2009; October 1, 2009 and October 8, 2009. On October 8, 2009, the bids were opened and evaluated. Subsequent to the bid opening, the bid was challenged by Executive Landscape, Inc. in that they alleged that there had been inconsistent information provided to the bidders. Upon investigation, it has been confirmed that even though the bid specifications called for the Mexican Fan Palms to be trimmed by the successful bidder, the low bidder had been told verbally that these were not to be trimmed as part of the contract. Thus, it is necessary to reject all bids and re-advertise the project.

The four contractors who submitted proposals are listed below along with their proposal amounts:

- | | |
|-----------------------------|-------------------|
| ○ Aztec Landscaping, Inc. | \$1,010 per month |
| ○ DG Landscape, Inc. | \$1,745 per month |
| ○ Brewer Lawn Maintenance | \$2,084 per month |
| ○ Executive Landscape, Inc. | \$2,600 per month |

The budget estimate was \$2,000 per month.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

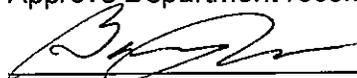
No fiscal impact due to the rejection of all bids

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution rejecting all bids

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2009-6816

RESOLUTION NO. 2009-6816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, REJECTING ALL BIDS FOR A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – STATE ROUTE 75 MEDIAN LANDSCAPE MAINTENANCE PROGRAM

WHEREAS, in 1999 the City completed the State Route 75 (SR 75) median landscape construction project and advertised for a maintenance contract for the landscape maintenance of the 1.1 mile stretch of SR 75 between the City of San Diego border and the City of Coronado border; and

WHEREAS, the contract was valid for five years as extended; and

WHEREAS, in 2004 an another request for proposals was initiated for the ongoing SR 75 median landscape maintenance project; and

WHEREAS, a contract was awarded for a new five year period; and

WHEREAS, in September 2009, staff advertised for another request for proposals; and

WHEREAS, on October 8, 2009, the bids were opened and evaluated; and

WHEREAS, subsequent to the bid opening, the bid was challenged by Executive Landscape, Inc. in that they alleged that there had been inconsistent information provided to the bidders; and

WHEREAS, upon investigation it has been confirmed that even though the bid specifications called for the Mexican Fan Palms to be trimmed by the successful bidder, the low bidder had been told verbally that these were not to be trimmed as part of the contract; and

WHEREAS, it is necessary to reject all bids and re-advertise the project.

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

1. The above recitals are true and correct.
2. The legislative body hereby rejects all bids.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of October 2009, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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: OCTOBER 21, 2009
SUBJECT: ANALYSIS OF NON-HOUSING TAX INCREMENT FUNDS

BACKGROUND & DISCUSSION:

Please see the attached memorandum from Finance Director McGrane.

CITY MANAGER'S RECOMMENDATION:

Receive report, provide comment and direction as needed.



Gary Brown, City Manager

Attachments:

1. Memorandum from Michael McGrane, Finance Director

Memorandum

To: Gary Brown, City Manager
From: Michael McGrane, Finance Director
Date: 10/16/2009
Re: Analysis of Non-Housing Tax Increment Funds

Background

This memo updates you on the status of the Non-Housing Tax Increment Fund and provides a five year projection with potential projects that the City Council may choose to fund.

As you recall, the Approved CIP included projects that were to be funded from our second tax increment bond issue. This bond would have provided \$5 million for street improvements as well as \$10 million for other redevelopment projects. Given unfavorable interest rates last January, the issuing of the bonds was postponed until a change in the bond market.

Since the release of the CIP, the Non-Housing TI Fund has been impacted by the State. The State intends to divert \$3.2 million of City tax increment funds to offset their deficit. To address this hit and potential other capital priorities, staff recommended the Non-Housing TI Fund borrow up to \$2 million from the General Fund. This debt was to be repaid over the following 3 years. It was further recommended that \$900,000 of capital projects be suspended for at least two years or until a favorable legal ruling prohibiting the State from taking redevelopment funds.

Five Year Tax Increment Projection

Each year approximately \$1.4 million (\$1.0 million in current year) of tax increment funding is available to: (1) cash fund redevelopment projects; or (2) pay new debt service for a new bond issue. However, the \$2.6 million first year State hit causes a deficit in this fund. The following chart highlights the impact of the first year of the State budget hit as well as potential high priority redevelopment projects. Without corrections, this fund would have a \$2.2 deficit.

In August, the City took corrective action to offset the State imposed deficit by suspending \$900,000 of

previously approved capital projects, approved borrowing from the General Fund and now further recommending that the storm drainage diverter at 9th and Calla be suspended. This brings the fund

Figure 1: State Induced Imbalance

	FY 2009-10
Resources:	
FY 2009-10 Net Available	\$1,000,000
Additional Requirements:	
State Hit	(\$2,665,000)
Additional Projects:	
Airport Property	(\$200,000)
Bikeway Access Project	(\$50,000)
Eco-Bikeway Grant Match	(\$200,000)
Soccer Fields	(\$200,000)
Skate Park Phase I+2	(\$200,000)
Subtotal Res less Reqs	(\$2,515,000)

Figure 2: Fixes

	FY 2009-10
Imbalance	(\$2,515,000)
Additional Resources:	
Suspended CIP Savings	\$900,000
Add savings from S/D Calla	\$251,000
General Fund Loan	\$1,364,000
Total	\$0

into balance. Figure 3 below shows the projection of the annual balances over the next five years with the State hit, the suspension of certain capital projects, and the repayment of the General Fund loan.

Figure 3: Five Year Projection with General Fund Repayment

	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
Resources:					
FY 2009-10 Net Available	\$1,000,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000
Additional Requirements:					
State Hit	(\$2,665,000)	(\$549,000)	\$0	\$0	\$0
Additional Projects:					
Airport Property	(\$200,000)	\$0	\$0	\$0	\$0
Bikeway Access Project	(\$50,000)				
Eco-Bikeway Grant Match	(\$200,000)				
Soccer Fields	(\$200,000)	\$0	\$0	\$0	\$0
Skate Park Phase I+2	(\$200,000)	\$0	\$0	\$0	\$0
Subtotal Res less Reqs	(\$2,515,000)	\$851,000	\$1,400,000	\$1,400,000	\$1,400,000
Additional Resources:					
Suspended CIP Savings	\$900,000	\$0	\$0	\$0	\$0
Add savings from S/D Calla	\$251,000	\$0	\$0	\$0	\$0
General Fund Loan	\$1,364,000	\$0	\$0	\$0	\$0
General Fund Repayment	\$0	(\$498,000)	(\$498,000)	(\$498,000)	\$0
Total	\$0	\$353,000	\$902,000	\$902,000	\$1,400,000

If the City wishes to proceed with a new bond issue to fund a variety of redevelopment projects such as land purchases or ocean development, the fund would be fully committed for the foreseeable future. The following chart details the financial results of the State impact, funding high priority projects, and bonding to provide additional resources for other high priority redevelopment projects

Figure 4: Five Year Projection with New Bond Issue Debt Service

	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
Resources:					
FY 2009-10 Net Available	\$1,000,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000
Additional Requirements:					
State Hit	(\$2,665,000)	(\$549,000)	\$0	\$0	\$0
Additional Projects:					
Airport Property	(\$200,000)	\$0	\$0	\$0	\$0
Bikeway Access Project	(\$50,000)				
Eco-Bikeway Grant Match	(\$200,000)				
Soccer Fields	(\$200,000)	\$0	\$0	\$0	\$0
Skate Park Phase I+2	(\$200,000)	\$0	\$0	\$0	\$0
Subtotal Res less Reqs	(\$2,515,000)	\$851,000	\$1,400,000	\$1,400,000	\$1,400,000
Additional Resources:					
Suspended CIP Savings	\$900,000	\$0	\$0	\$0	\$0
Add savings from S/D Calla	\$251,000	\$0	\$0	\$0	\$0
General Fund Loan	\$1,364,000	\$0	\$0	\$0	\$0
Other Operating Savings	\$0	\$97,000	\$98,000	\$98,000	\$0
General Fund Repayment	\$0	(\$498,000)	(\$498,000)	(\$498,000)	\$0
Subtotal	\$0	\$450,000	\$1,000,000	\$1,000,000	\$1,400,000
New Bond Debt Service		(\$550,000)	(\$1,100,000)	(\$1,100,000)	(\$1,100,000)
Total per Year	\$0	(\$100,000)	(\$100,000)	(\$100,000)	\$300,000

The imbalances would be adjusted by either extending the General Fund loan repayment from or increased operating budget savings.

The following chart lists projects that there is no identified funding source given the commitments above. Funding could be available if: (1) there is a favorable legal decision relative to the State hit; or (2) a change in the economy that increases tax increment revenues; or (3) we do not bond to our maximum capacity.

Figure 5: Unfunded List

	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
Total per Year	\$0	(\$100,000)	(\$100,000)	(\$100,000)	\$300,000
Unfunded					
Street Improvements	(\$1,000,000)	(\$1,000,000)	(\$1,000,000)	(\$1,000,000)	(\$1,000,000)
Storm Drain Calla	(\$251,000)				
SCOUP			(\$39,000)		
Eco Tourism			(\$55,000)		
Marina Vista Maste Plan			(\$121,000)		
PW Admin/Bay Access			(\$286,000)		
Sports Park Master Plan			(\$180,000)		
Bayside maste Plan			(\$171,000)		
Total	(\$1,251,000)	(\$1,000,000)	(\$1,852,000)	(\$1,000,000)	(\$1,000,000)

Summary

The Non-Housing Tax Increment Fund has several demands on this fund. We need to be aware of our priorities and the timing of projects to assure financial stability.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL / CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GARY BROWN, CITY MANAGER / RDA EXECUTIVE DIRECTOR

MEETING DATE: OCTOBER 21, 2009

ORIGINATING DEPT.: PUBLIC WORKS

SUBJECT: RESOLUTIONS AWARDDING A CONTRACT AND AUTHORIZING A BUDGET AMENDMENT FOR CERTAIN PUBLIC WORKS PROJECT – VETERANS PARK MASTER PLAN – RDA – YOUTH SOCCER FIELD (CIP P03-502)

BACKGROUND: The Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-2008-6574 - included Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502). The project includes the replacement of the natural grass turf with artificial turf. The project consists of a new shock absorbcency synthetic turf field system that is proposed for installation at Veterans Park at 847 Encina Avenue east of the Boys and Girls Club. The project was initially funded from a Prop 40 grant at a grant cost of \$220,000.

On September 17, 2008, City Council adopted resolution no. 2008-6677 approving a purchase order with BDS Engineering to develop the plans and specifications for construction of the Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502) at a cost of \$31,400. BDS Engineering, Inc. completed the construction plans and specifications for the project in the summer of 2009. The project was advertised for requests for proposals in the Imperial Beach Eagle Times and on the Construction E-Bid board August 27, 2009, September 3, 2009, and September 10, 2009. The project bid opening was scheduled for Thursday, September 17, 2009.

DISCUSSION: The Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502) public bid opening was held September 17, 2009 at 2:00 p.m. in the City Council Chambers. The lowest responsive and qualified bidder for the "Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502" project was from Hellas Construction, Inc. for \$300,000 (three hundred thousand dollars). The lowest dollar valued bid was disqualified because of conflicting and irreconcilable differences in the bid proposal contrary to the 2006 Green Book regulations.

The fourteen (14) contractors who submitted proposals are listed below along with their proposal amounts:

1. USS CAL BUILDERS, INC.	\$279,175
2. HELLAS CONSTRUCTION, INC.	\$300,000
3. VALLEY COAST CONSTRUCTION	\$319,928
4. WATKINS LANDMARK CONSTRUCTION	\$330,937.40
5. HEFFLER COMPANY, INC.	\$331,020
6. TEAM C CONSTRUCTION	\$346,008.50
7. 3-D ENTERPRISES	\$349,683
8. PARK WEST LANDSCAPE, INC	\$351,950.45
9. A.B. HASHMI, INC	\$356,038.50
10. NEW CENTURY CONSTRUCTION, INC	\$363,925
11. HTA ENGINEERING & CONSTRUCTION, INC	\$372,070
12. ASPHALT, FABRIC & ENGINEERING, INC	\$390,756.50
13. PALM ENGINEERING CONSTRUCTION COMPANY, INC	\$396,600
14. SCHEIDEL CONSTRUCTION & ENGINEERING, INC	\$405,399.55

The engineer's estimate was \$318,448.

Given that the total project cost exceeds the budget total, staff recommends that the Chair and members of the Redevelopment Agency approve a budget amendment for \$180,000 to cover the cost of the project above the Prop 40 grant allocation.

ENVIRONMENTAL DETERMINATION:

The project is exempt from CEQA pursuant to CEQA Guidelines Section 15302.c: Replace or Reconstruction of Existing Utility Systems and Facilities.

FISCAL IMPACT:

Sources:

Funds Available	\$220,000 Prop 40 Grant
<u>Approve a budget amendment</u>	<u>\$180,000</u>
	\$400,000

Expenditures:

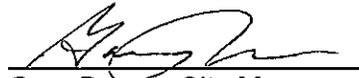
Engineering (regular turf design)	\$ 13,250
Engineering (artificial turf design)	\$ 31,400
Construction	\$ 300,000
Staff Project Delivery Cost	<u>\$ 40,000</u>
TOTAL	<u>\$384,650</u>

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Authorize the City Manager to execute a contract with the lowest responsive and qualified bidder – Hellas Construction, Inc.
3. Adopt the attached resolution authorizing the City Manager to execute a construction contract and purchase order with the lowest responsive and qualified bidder in the amount bid by the lowest responsive and qualified bidder – Hellas Construction, Inc.
4. Adopt the attached resolution authorizing the budget amendment to the Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 project Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502) for an additional \$180,000.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2009-6814
2. Resolution No. R-09-197

RESOLUTION NO. 2009-6814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – VETERANS PARK MASTER PLAN – RDA – YOUTH SOCCER FIELD (CIP P03-502)

WHEREAS, the Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-2008-6574 - included Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502); and

WHEREAS, the project includes the replacement of the natural grass turf with artificial turf; and

WHEREAS, on September 17, 2008, City Council adopted resolution no. 2008-6677 approving a purchase order with BDS Engineering to develop the plans and specifications for construction of the Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502) at a cost of \$31,400; and

WHEREAS, the project was advertised for requests for proposals in the Imperial Beach Eagle Times and on the Construction E-Bid board August 27, 2009, September 3, 2009, September 10, 2009 and September 17, 2009; and

WHEREAS, the Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502) public bid opening was held September 17, 2009 at 2:00 p.m. in the City Council Chambers; and

WHEREAS, the lowest responsive and qualified bidder for the “Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502)” project was from Hellas Construction, Inc. for \$300,000 (three hundred thousand dollars); and

WHEREAS, the lowest dollar valued bid was disqualified because of conflicting and irreconcilable differences in the bid proposal contrary to the 2006 Green Book regulations; and

WHEREAS, the engineer’s estimate was \$318,448.

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

1. The above recitals are true and correct.
2. The legislative body hereby rejects all proposals for bids except that identified as the lowest responsive and qualified bid. The bid of the lowest, responsive qualified bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as contract no.2368.
3. The legislative body hereby approves the disqualification of the lowest cost bidder due to conflicting and irreconcilable differences in the bid proposal contrary to the 2006 Green Book Regulations.
4. The City Manager is authorized to enter into an agreement with the lowest, responsive qualified bidder.
5. The Contractor shall not commence construction or order equipment until he has received a Notice to Proceed.
6. The works of improvement shall be constructed in the manner and form and in compliance with the requirements as set forth in the plans and specifications for the project.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on 21st day of October 2009, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

RESOLUTION NO. R-09-197

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING A BUDGET AMENDMENT FOR CERTAIN PUBLIC WORKS PROJECT – VETERANS PARK MASTER PLAN – RDA – YOUTH SOCCER FIELD (CIP P03-502

WHEREAS, the Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-2008-6574 - included Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502); and

WHEREAS, the project includes the replacement of the natural grass turf with artificial turf; and

WHEREAS, on September 17, 2009, City Council adopted resolution no. 2008-6677 approving a purchase order with BDS Engineering to develop the plans and specifications for construction of the Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502) at a cost of \$31,400; and

WHEREAS, the project was advertised for requests for proposals in the Imperial Beach Eagle Times and on the Construction E-Bid board August 27, 2009, September 3, 2009, September 10, 2009 and September 17, 2009; and

WHEREAS, the Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502) public bid opening was held September 17, 2009 at 2:00 p.m. in the City Council Chambers; and

WHEREAS, the lowest responsive and qualified bidder for the “Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502” project was from Hellas Construction, Inc. for \$300,000 (three hundred thousand dollars); and

WHEREAS, the engineer’s estimate was \$318,448; and

WHEREAS, the total project cost exceeds the budget by nearly \$180,000; and

WHEREAS, sufficient undesignated reserve RDA Tax Increment (non-housing) funds exist that could be allocated to the Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502).

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

1. The above recitals are true and correct.
2. The City Manager is authorized to transfer \$180,000 of undesignated reserve RDA Tax Increment (non-housing) funds to the Veterans Park Master Plan – RDA – Youth Soccer Field (P03-502) project.

PASSED, APPROVED, AND ADOPTED by the Redevelopment Agency of the City of Imperial Beach at its meeting held on the 21st day of October 2009, by the following vote:

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

JAMES C. JANNEY
CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, CMC
SECRETARY



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: OCTOBER 21, 2009
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*

SUBJECT: PROPOSED ARMY CORPS OF ENGINEERS NEARSHORE SAND DEPOSIT

BACKGROUND:

On January 14, 2009, City staff received a phone call from the Los Angeles District of the Army Corps of Engineers advising us of an impending San Diego Bay maintenance dredging project. Included as part of the project was the proposal to deposit up to 330,000 cubic yards of beach compatible sand in the nearshore just south of the Imperial Beach pier. Subsequently, staff requested that the Army Corps attend the February 4th City Council meeting so that the project could be presented to the City Council. On February 4, 2009, the City Council received a presentation of and supported implementation of the proposed project. On October 7, 2009, the City Council received an update on the proposed and impending project. At that meeting, staff advised the City Council that the item would return to them on Wednesday, October 21, 2009, to provide an update on the project and the outcome of various project meetings scheduled since October 7th.

At the City Council meeting on October 7th, staff reported that two other local projects currently underway may be impacted by the proposed placement of sediment in the near- or offshore disposal sites (the Scripps Institution of Oceanography Pollutant Transport and Dilution Experiment and the Fate and Transport Study). A pre-construction meeting originally scheduled for October 13, 2009, will now take place on Monday, October 19, 2009, and will include representatives for those projects so that any potential impacts on these projects can be discussed and avoided. Staff will attend this meeting and will report back to the City Council at their meeting on October 21, 2009, with information regarding impacts to these projects as well as any other new or additional information.

On Monday, October 12, 2009, the project was presented to the Tidelands Advisory Committee (TAC). At that meeting, the TAC provided general support for the project. The TAC also raised the following issues or concerns:

- 1) A long-term approach is needed that addresses more permanent solutions for our beach erosion problem.
- 2) A more collaborative effort should be pursued for such projects with all agencies including the EPA.

- 3) If we are going to be pursuing and taking advantage of opportunistic projects in the near term, more lead time is needed to allow for important public/community, TAC and City Council input.
- 4) For any such project the quality and suitability of the material should be scrutinized and, for this project, a debris management plan should be implemented.
- 5) Given the quality of the sediment proposed to be dredged for this project, every effort should be made to place as much of the material in the nearshore (within the depth of closure) to maximize the potential benefits for beach renourishment.

DISCUSSION:

The project is currently scheduled to commence on October 23, 2009, and last for approximately 17 days. As reported to the City Council on October 7th, because the dredge may have difficulty depositing the dredged sand in the nearshore within the depth of closure (approximately 30 foot ocean depth), the Army Corps has been working in coordination with the Environmental Protection Agency (EPA) to determine a suitable alternative for the disposal of the material. The Army Corps has proposed and the EPA has agreed to allow the project to be considered a "pilot beneficial reuse project" that would effectively create two proposed nearshore placement areas. When conditions do not allow placement of the sediment in the nearshore (i.e., at a depth of 30 feet or less in the original disposal site), the material would be placed between the 30 and 40 foot contours in a new disposal site just north of the Imperial Beach Pier and then monitored (see Attachment 1). This new disposal site has been identified to avoid impacts to an established kelp field just outside the nearshore disposal site.

This flexible approach is being allowed based on the possibility that the closure depth (lower limit for sand transport) may be deeper than previously reported for this area. Rather than 30 feet, it is reasonably believed by the Army Corps that the closure depth is variable and dependent upon oceanographic conditions. It is hoped that a well planned pilot project, therefore, could be designed to answer this question for the Imperial Beach area.

The conditions required by the EPA under which this pilot project may proceed are as follows:

- 1) When dredging the approach and entrance channels, the Essayons will focus on the "high spots" above the channel design depth necessary to allow the Navy to use the channel.
- 2) The amount of sediment deposited beyond the identified depth of closure (30 feet) off Imperial Beach cannot exceed 100,000 cubic yards. The rest of the sediment must be placed within the depth of closure.
- 3) Any material placed at 30 feet or shallower would be considered beneficial reuse and not count against the 100,000 cubic yard pilot project, however no material shall be placed in the borrow site (Borrow Site B) or deeper than 40 feet.
- 4) A Debris Management Plan shall also be prepared and implemented. In correspondence between the staff and the EPA, the EPA has advised that the dredge's 9" x 9" drag arm inlet grates should effectively satisfy this requirement. Additionally, the Army Corps is proposing to visually monitoring the dredge material when it is released into the dredge and to evaluate and monitor the post-project surveys to identify and, if necessary, remove any large debris.
- 5) A proposed monitoring/study plan shall be prepared for review and comment by the Coastal Sediment Management Work Group, the EPA, the California Coastal

Commission (CCC) and the Regional Water Quality Control Board (RWQCB) prior to implementation.

- 6) The monitoring/study plan shall include an up-to-date high resolution pre-project bathymetric survey, a follow-up post project survey, and another survey to be taken one year after project completion.
- 7) Monitoring shall also be required to include sediment grain size and other samples necessary to assist in the analysis of sediment transport.
- 8) A public report of the study must be prepared to document the conclusions of the study. A draft of the report must be provided to the Coastal Sediment Management Work Group, as well as the EPA, the CCC, and RWQCB, for review and comment prior to finalizing.
- 9) If the study shows that the new closure depth is greater than 30 feet, the Army Corps will be able to propose dredging of the remaining material (including advance maintenance material) in a future project, with placement of the new material above that new depth.

Additionally, the EPA has advised the Army Corps that it must coordinate with the Coastal Commission to determine whether it will be necessary to modify its consistency determination for this demonstration project. At the time of the writing of this staff report, the Coastal Commission had not yet determined if the revised project would be issued a Negative Determination or would require a new Federal Consistency Determination. The EPA has also advised the Army Corps that they should coordinate with the RWQCB about any requirements they may have regarding this demonstration project.

ENVIRONMENTAL IMPACTS:

An Environmental Assessment (EA) was prepared for this project and finalized after receipt of public comment. The EA found the project was been designed and scheduled to avoid, minimize and mitigate the probable effects on the environment. Minimization measures will be implemented to avoid an adverse effect on water quality and threatened and endangered species. The newly proposed construction schedule will avoid occur outside the nesting season for Least Tern (April 1 to September 15) and outside of critical habitat for the Western Snowy Plover. Non-compatible sediment (unsuitable for placement on the beach) will not be dredged. A categorical exclusion is currently being prepared for the use of the pilot study disposal site.

FISCAL IMPACT:

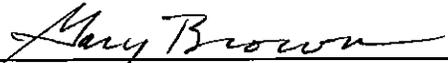
There is no direct fiscal impact to the City.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council receive the report, comment and provide input as necessary and support the project, subject to the above-referenced EPA conditions.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments: 1. Proposed Pilot Project Sand Deposit Site



● SI 01

● SI 02

● FRAME 01
 ● FRAME 02
 ● FRAME 05
 ● FRAME 06

● PAROS 01
 ● FRAME 03

● VERTICAL STICK
 ● AQUADOPP
 ● PAROS 02

SURVEY AREA

PT	LATITUDE	LONGITUDE
A	32° 34' 51.44"	117° 09' 09.26"
B	32° 35' 39.35"	117° 09' 09.75"
C	32° 35' 39.80"	117° 08' 06.98"
D	32° 34' 51.89"	117° 08' 06.50"

SURVEY AREA
 CA STATE ZONE 6, NAD83 METERS

PT	EASTING	NORTHING
A	E 1 915 253	N 546 313
B	E 1 915 253	N 547 789
C	E 1 916 890	N 547 789
D	E 1 916 890	N 546 313