



A G E N D A

IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PLANNING COMMISSION PUBLIC FINANCING AUTHORITY



JULY 16, 2008

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: 776 10th Street, Imperial Beach, CA 91932, APN 626-282-13

Agency Negotiator: City Manager

Negotiating Parties: Andy & Catherine Borgia

Under Negotiation: Instruction to Negotiator will concern price and terms of payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a)

Name of Case: Nadine G. Braudaway vs. City of Imperial Beach

Case No. 37-2007-00076449-CU-EI-SC

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

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 - 1.3)

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

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

1.2* PRESENTATION ON VISUAL SIMULATIONS OF PALM AVENUE AND OLD PALM AVENUE BY SUSAN B. BALDWIN, SENIOR REGIONAL PLANNER, SANDAG. (0140-40)

1.3* PRESENTATION ON SAN DIEGO COUNTY'S LOCAL BANKING INITIATIVE AND AN UPDATE ON PROPERTY TAXES BY DAN MCALLISTER, SAN DIEGO COUNTY TREASURER-TAX COLLECTOR. (0150-30)

* 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 Meeting of June 18, 2008.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 66543 through 66712 with the subtotal amount of \$825,635.40; and Payroll Checks 39736 through 39784 for the pay period ending 06/05/08 with the subtotal amount of \$147,270.41 and Payroll Checks 39785 through 39855 for the pay period ending 06/19/08 with the subtotal amount of \$181,543.98; for a total amount of \$1,154,449.79.

2.3 RESOLUTION NO. 2008-6656 – PROFESSIONAL SERVICES AGREEMENT WITH MME EVENT PRODUCTIONS, INC. (MME) FOR PLANNING OF CITY CONCERT EVENT AND RESOLUTION NO. 2008-6658 – APPROVING AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FINANCIAL ASSISTANCE FOR THE 2008 ANNUAL CONCERT EVENT. (0150-70 & 1040-10)

City Manager's Recommendation: Adopt resolutions.

2.4 RATIFICATION OF A LETTER OF SUPPORT FOR SENATE BILL 1685 (KEHOE) – REGIONAL COMPREHENSIVE PLAN: SAN DIEGO COUNTY. (0460-20)

City Manager's Recommendation: Ratify letter of support for SB 1685.

2.5 RESOLUTION NO. 2008-6654 – AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL BEACH AND SWEETWATER UNION HIGH SCHOOL DISTRICT FOR SERVICES OF A SPECIAL PURPOSE SCHOOL RESOURCE OFFICER. (0260-45 & 1010-20)

City Manager's Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

3.1 ORDINANCE NO. 2008-1073 – AMENDING CHAPTER 2.12 (CITY COUNCIL PROCEDURES). (0410-95)

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1073, an Ordinance of the City Council of the City of Imperial Beach, California, amending Chapter 2.12 of the Imperial Beach Municipal Code (City Council Procedures) to make technical and clarifying changes;
3. City Clerk to read title of the Ordinance No. 2008-1073; and
4. Motion to dispense the first reading of Ordinance No. 2008-1073, set the matter for adoption at the next regularly scheduled City Council meeting, and authorize the publication of the Ordinance in a newspaper of general circulation.

ORDINANCES – SECOND READING & ADOPTION (4.1 - 4.2)

4.1 ORDINANCE NO. 2008-1071 – REPEALING CHAPTER 9.28 KNOWN AS THE “LOITERING ORDINANCE” AND ADDING CHAPTER 9.28 NOW KNOWN AS THE “OBSTRUCTING FREE MOVEMENT ORDINANCE.” (0240-27)

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1071, an Ordinance of the City Council of the City of Imperial Beach, California, repealing Chapter 9.28 known as the “Loitering Ordinance” and Sections 9.28.010 and 9.28.020 of Chapter 9.28 and adding Chapter 9.28 now known as the “Obstructing Free Movement Ordinance” with the Chapter and Section numbers to remain the same;
3. City Clerk to read title of the Ordinance No. 2008-1071; and
4. Motion to dispense the second reading and adopt Ordinance No. 2008-1071 by title only.

4.2 ORDINANCE 2008-1072 – AMENDING SECTION 9.04.035 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATING TO CONSUMPTION OF ALCOHOL ON THE MUNICIPAL PIER. (0240-07 & 0220-45)

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1072, an Ordinance of the City Council of the City of Imperial Beach, California, amending Section 9.04.035 of the Imperial Beach Municipal Code relating to consumption of alcohol on the Municipal Pier;
3. City Clerk to read title of the Ordinance No. 2008-1072; and
4. Motion to dispense the second reading and adopt Ordinance No. 2008-1072 by title only.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1 - 6.7)

6.1 UPDATE ON THE FINANCIAL STATUS OF THE CITY'S GENERAL FUND. (0330-30)

City Manager's Recommendation: Receive and file report.

6.2 PROPOSED EXCLUSIVE NEGOTIATION AGREEMENT FOR THE REDEVELOPMENT OF SITES LOCATED ON THE SOUTH SIDE OF STATE ROUTE (“SR”) 75/PALM AVENUE AND BETWEEN DELAWARE AND 7TH STREETS. (0640-20)

City Manager's Recommendation: There is no action required by the Agency related to this item.

6.3 UTILITY UNDERGROUND PROJECT REPORT. (0810-20)

City Manager's Recommendation:

1. Receive report;
2. Discuss alternative utility underground street sections, focusing on the list provided in Administrative Policy B-9; and
3. Provide City staff direction on street section to do further study.

6.4 NEIGHBORHOOD REVITALIZATION – CLEAN AND GREEN PROGRAM. (0640-20)

City Manager's Recommendation: Provide comments and direction.

(Continued on Next Page)

REPORTS (Continued)

6.5 RESOLUTION NO. 2008-6657 – AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH NASLAND ENGINEERING FOR THE PREPARATION OF CONSTRUCTION DRAWINGS FOR THE DATE AVENUE STREET END. (0720-25)
City Manager’s Recommendation: Adopt resolution.

6.6 ECO-BIKEWAY 7TH & SEACOAST CIP PROJECT (S05-104); BUDGET CORRECTION. (0680-20 & 0750-90)

City Manager’s Recommendation:

1. Receive report; and
2. Adopt Resolution No. R-08-156, which:
 - Approves Change Order #3 as authorized in Resolution No. R-08-137;
 - Rescinds Resolution No. R-08-137;
 - Affirms Change Order #3 with KOA Corporation for \$19,850; and
 - Authorizes a budget amendment and page change to 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 by Resolution No. 2005-6253 and February 6, 2008 by Resolution No. 2008-6574 for CIP project S05-104 of \$107,031 from the undesignated RDA Tax Increment (non-housing) fund.

6.7 PROPOSED COLOR CHANGE/PAINTING OF BEACH LIFEGUARD TOWERS AND STREET END AND PIER STRUCTURES COLOR PALETTE CONCEPT. (0150-70 & 0910-40)

City Manager’s Recommendation: Receive the presentation and decide on a recommendation to the Port on painting the lifeguard towers. Options include:

- Leaving the lifeguard towers their existing, light-blue color
- Painting the towers in the color palette proposed by the Port
- Recommending a modified or different color palette

The last option is recommended and that proposed colors be reviewed more carefully with Lifeguards and brought back to City Council with a color scheme that is bright, varied, attractive and considers lifeguard working conditions, as well as the public’s safety.

It is further recommended that no action be taken on the street ends, the pier lifeguard tower, and the pier bathrooms until City Council discusses this in relationship to its other priorities. A discussion of priorities is planned for late this year or early next year.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

MAYOR/COUNCIL REPORTS ON ASSIGNMENTS AND COMMITTEES

ADJOURNMENT

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

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

Copies of this notice were provided on July 11, 2008 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

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

AFFIDAVIT OF POSTING

I, Jacqueline M. Hald, City Clerk of the City of Imperial Beach, hereby certify that the Agenda for the Regular Meeting as called by the City Council, Redevelopment Agency, Planning Commission, and Public Financing Authority of Imperial Beach was provided and posted on July 11, 2008. Said meeting to be held at 5:30 p.m. July 16, 2008, in the Council Chambers, 825 Imperial Beach Boulevard, Imperial Beach, California. Said notice was posted at the entrance to the City Council Chambers on July 11, 2008 at 9:30 a.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: JULY 16, 2008
ORIGINATING DEPT.: PUBLIC WORKS *HCB*
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 June 30, 2008, City inspectors canvassed the 100 block of Dahlia and the 200 block of 2nd St. in search of a Recycle All-Star. The following residents were selected as the Recycle All-Stars for the month of June, 2008: John and Jill Jongeward.

The above residents have been notified of their award by telephone and letter and invited to accept the Recycle All-Star award at the July 16, 2008 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 John and Jill Jongeward.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

City of Imperial Beach

and

EDCO DISPOSAL CORPORATION

*Wish to present to
John and Jill Jongeward
the month of June, 2008*

RECYCLING ALL-STAR AWARD

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



WE THANK YOU!

James C. Janney, Mayor



DRAFT

MINUTES

Item No. 2.1

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

JUNE 18, 2008

**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:	Winter, McLean, Bragg
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	McCoy

Staff present:	City Manager Brown; City Attorney Lough; City Clerk Hald
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PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

None.

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE & COMMUNITY ANNOUNCEMENTS

COUNCILMEMBER WINTER announced that she and Councilmember Bragg and Mayor Pro Tem McCoy attended the League of California Cities Mayor and Councilmember Forum in Squaw Valley on behalf of the City.

COUNCILMEMBER MCLEAN reported on the First Friday Breakfast in Chula Vista where there was a presentation on South Bay Pioneers; he attended the Mar Vista High School graduation, the I.B. Elementary School's music program called, "Dig It," and the Tijuana River Estuary Clean-up event; he announced that the Relay for Life Event will be held at Sports Park on June 21 and the Bike the Bay event is scheduled for September 7; he requested Council recognize Gaidi Finnie for his efforts on the Port Art Committee.

COUNCILMEMBER BRAGG also announced she attended the League of California Cities Mayor and Councilmember Forum in Squaw Valley on behalf of the City.

MAYOR PRO TEM MCCOY also announced she attended the League of California Cities Mayor and Councilmember Forum in Squaw Valley on behalf of the City; and she announced that she and Councilmembers Bragg, Winter and McLean attended the Mar Vista High School graduation where they observed 515 students graduate.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

ALBERT KNECHT requested City Council consider on a future agenda his request for support to complete the construction of his driveway.

MAYOR JANNEY referred Mr. Knecht's request to City Manager Brown.

PRESENTATION/REPORT (1.1 - 1.2)

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

MAYOR JANNEY presented the Recycle All-Star Award Certificate to the son of Mary Quinones.

Marco Topete, of EDCO, presented the \$100 check and used oil-recycling premiums to the son of Ms. Quinones.

1.2 NOAA NATIONAL WEATHER SERVICE PRESENTATION – RECOGNITION OF THE CITY OF IMPERIAL BEACH AS THE FIRST COMMUNITY IN SAN DIEGO COUNTY TO BE DECLARED "TSUNAMI AND STORM READY." (0220-05)

JIM PURPURA, of the National Oceanic and Atmospheric Administration, presented Public Safety Director Sotelo, Lifeguard Captain Stabenow, and Lifeguard Sergeant Hidalgo with a certificate declaring the City of Imperial Beach as "Tsunami and Storm Ready."

CONSENT CALENDAR (2.1 - 2.11)

MOTION BY MCCOY, SECOND BY MCLEAN, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 - 2.11. MOTION CARRIED UNANIMOUSLY.

CITY ATTORNEY LOUGH noted for the record that City Manager Brown had a conflict on Item No. 2.10.

2.1 MINUTES.

Approved the minutes of the Regular City Council Meeting of May 21, 2008, the Adjourned Regular Meeting of May 28, 2008, and the City Council Workshop Meeting of May 28, 2008.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 66399 through 66542 with the subtotal amount of \$880,002.11; and Payroll Checks 39630 through 39735 for the pay period ending 05/22/08 with the subtotal amount of \$284,583.50; for a total amount of \$1,164,585.61.

- 2.3 RESOLUTION NO. 2008-6648 – AUTHORIZATION TO RENEW THE PARTNERSHIPS WITH INDUSTRY GROUP SERVICES AGREEMENT. (0920-20)**
1. Received report; and
2. Adopted resolution.
- 2.4 RESOLUTION NO. 2008-6649 – AFFIRMATION OF LETTER OF AUTHORIZATION FOR FY 2008-09 USED OIL BLOCK GRANT (UBG14). (0390-86)**
1. Received report; and
2. Adopted resolution.
- 2.5 ANNUAL FINANCIAL REPORT OF THE CITY OF IMPERIAL BEACH FOR THE YEAR ENDED JUNE 30, 2007. (0310-10)**
Received and filed the audited City of Imperial Beach Financial Statements for the year ending June 30, 2007.
- 2.6 RESOLUTION NO. 2008-6650 – SALE OF SURPLUS PROPERTY. (0380-45)**
Adopted resolution.
- 2.7 RESOLUTION NO. 2008-6646 – APPROVING THE FY 2008-09 SALARY AND COMPENSATION PLAN FOR CITY EMPLOYEES. (0520-75)**
Adopted resolution.
- 2.8 RESOLUTION NO. 2008-6647 – APPROVING REVISIONS TO THE JOB DESCRIPTION FOR ENVIRONMENTAL PROGRAM SPECIALIST. (0510-20)**
Adopted resolution.
- 2.9 RESOLUTION NO. 2008-6652 – APPROVING RENEWAL OF MICHAL PIASECKI CONSULTING CONTRACT FOR FISCAL YEAR 2008-09. (1110-05)**
1. Received report; and
2. Adopted resolution.
- 2.10 RESOLUTION NO. 2008-6653 – AMENDMENT TO CITY MANAGER’S CONTRACT. (0530-60)**
1. Received report; and
2. Adopted resolution.
- 2.11 NOVEMBER 4, 2008 GENERAL MUNICIPAL ELECTION RESOLUTIONS. (0430-40)**
Adopted the following resolutions in connection with the November 4, 2008 General Municipal Election:
1. Resolution No. 2008-6642 - calling and giving notice of the holding of a General Municipal Election on Tuesday, November 4, 2008 for the election of certain officers of said city as required by the provisions of the laws of the State of California relating to general law cities;
2. Resolution No. 2008-6643 - requesting the Board of Supervisors of the County of San Diego to conduct and consolidate a General Municipal Election to be held on Tuesday, November 4, 2008, with the Statewide General Election to be held on the same date pursuant to §10403 of the Elections Code and authorizes the Registrar of Voters to provide services;
3. Resolution No. 2008-6644 - adopting regulations for candidates for elective office pertaining to candidate’s statements submitted to the voters at an election to be held on Tuesday, November 4, 2008; and
4. Resolution No. 2008-6645 - adopting a procedure to resolve tie votes by lot.

ITEMS PULLED FROM THE CONSENT CALENDAR

None.

ORDINANCES – INTRODUCTION/FIRST READING (3.1 - 3.2)

3.1 ORDINANCE NO. 2008-1071 – REPEALING CHAPTER 9.28 KNOWN AS THE “LOITERING ORDINANCE” AND ADDING CHAPTER 9.28 NOW KNOWN AS THE “OBSTRUCTING FREE MOVEMENT ORDINANCE.” (0240-27)

CITY MANAGER BROWN introduced the item.

CITY CLERK HALD announced that no speaker slips were submitted.

COUNCILMEMBER BRAGG stated that the Chamber of Commerce had furnished “No Loitering” placard signs at various businesses and suggested that Councilmember McLean speak to the Chamber of Commerce about changing the signs to reflect the new ordinance.

MAYOR JANNEY called for the reading of the title of Ordinance No. 2008-1071.

CITY CLERK HALD read the title of Ordinance No. 2008-1071, an Ordinance of the City Council of the City of Imperial Beach, California, repealing Chapter 9.28 known as the “Loitering Ordinance” and Sections 9.28.010 and 9.28.020 of Chapter 9.28 and adding Chapter 9.28 now known as the “Obstructing Free Movement Ordinance” with the Chapter and Section numbers to remain the same.

MOTION BY WINTER, SECOND BY MCCOY, TO DISPENSE THE FIRST READING OF ORDINANCE NO. 2008-1071, SET THE MATTER FOR ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING, AND AUTHORIZE THE PUBLICATION OF THE ORDINANCE IN A NEWSPAPER OF GENERAL CIRCULATION. MOTION CARRIED UNANIMOUSLY.

MAYOR JANNEY announced a speaker slip was submitted on Item No. 1.2 and would take comments at this time.

ALBERT KNECHT congratulated staff for their efforts on becoming “Tsunami and Storm Ready”; he expressed concern about the future plans for traffic calming on one of the evacuation routes and questioned if readiness would be affected.

MAYOR JANNEY referred Mr. Knecht’s comments to City Manager Brown.

CITY ATTORNEY LOUGH noted that the certification is for three years, allowing for a review and update of disaster preparedness plans.

3.2 ORDINANCE NO. 2008-1072 – AMENDING SECTION 9.04.035 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATING TO CONSUMPTION OF ALCOHOL ON THE MUNICIPAL PIER. (0240-07 & 0220-45)

CITY MANAGER BROWN introduced the item.

Discussion ensued regarding problem individuals taking large quantities of their own alcohol and drinking it in the westernmost 155 ft of the pier when the intent was to allow only drinking of beverages purchased from the restaurant; the designated area for drinking alcohol that is under control of the restaurant would be clearly marked; beverage cups would be unique and not available by retail, and the receipt of purchase would be the overriding proof of purchase; staff to discuss with the owner of the restaurant to clearly define the area for consumption of alcohol as stated in the ABC permit and discuss with the Port installation of "no drinking" signs.

CITY CLERK HALD announced no speaker slips were submitted.

MAYOR JANNEY called for the reading of the title of Ordinance No. 2008-1072.

CITY CLERK HALD read the title of Ordinance No. 2008-1072, an Ordinance of the City Council of the City of Imperial Beach, California, amending Section 9.04.035 of the Imperial Beach Municipal Code relating to consumption of alcohol on the Municipal Pier.

MOTION BY MCCOY, SECOND BY BRAGG, TO DISPENSE THE FIRST READING OF ORDINANCE NO. 2008-1072, SET THE MATTER FOR ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING, AND AUTHORIZE THE PUBLICATION OF THE ORDINANCE IN A NEWSPAPER OF GENERAL CIRCULATION. MOTION CARRIED UNANIMOUSLY.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1 - 5.3)

5.1 RESOLUTION NO. 2008-6640 – APPROVING TENTATIVE MAP (TM 070078) FOR THE PROPOSED CONVERSION OF FIVE (5) ATTACHED RESIDENTIAL UNITS TO CONDOMINIUM OWNERSHIP AT 1044, 1046, 1048, 1050, 1052 FERN AVENUE (PREVIOUSLY 1192 11TH STREET), IN THE R-2000 (MEDIUM-DENSITY RESIDENTIAL) ZONE. MF 960 (REF. MF 832). (0620-20)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

ASSISTANT PLANNER FOLTZ gave a PowerPoint presentation on the item.

CITY CLERK HALD announced no speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

MOTION BY MCCOY, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2008-6640 – APPROVING TENTATIVE MAP (TM 070078) FOR THE PROPOSED CONVERSION OF FIVE (5) ATTACHED RESIDENTIAL UNITS TO CONDOMINIUM OWNERSHIP AT 1044, 1046, 1048, 1050, 1052 FERN AVENUE (PREVIOUSLY 1192 11TH STREET), IN THE R-2000 (MEDIUM-DENSITY RESIDENTIAL) ZONE. MOTION CARRIED UNANIMOUSLY.

5.2 RESOLUTION NO. 2008-6641 – APPROVING REGULAR COASTAL PERMIT (CP 060434) AND TENTATIVE MAP (TM 060435) FOR THE PROPOSED SEPARATION OF EIGHT (8) SHOPKEEPER UNITS (RESIDENTIAL UNIT ABOVE COMMERCIAL SPACE) INTO SIXTEEN (16) SEPARATE CONDOMINIUM OWNERSHIP UNITS (8 RESIDENTIAL UNITS ABOVE 8 COMMERCIAL SPACES) AT 700-708 SEACOAST DRIVE, IN THE C-2 (SEACOAST COMMERCIAL) ZONE. MF 882 (REF. MF 381; MF 435; MF 491). (0620-20)

MAYOR PRO TEM MCCOY announced that she had a potential conflict of interest as her property is within 500 feet of the item and COUNCILMEMBER WINTER announced that she had a potential conflict of interest as the location is her place of business and they left Council Chambers at 6:44 p.m.

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

ASSISTANT PLANNER FOLTZ gave a PowerPoint presentation on the item.

JERRY BICE II, applicant for the homeowner's association (Pacific Legacy Property Management), stated that the trash containers are maintained within a locked enclosure whereas the recycling containers have been moved outside of the recycling enclosure due to difficulty with accessing all of the containers; in response to Council's concerns regarding the requirement to have the recycling containers enclosed, he stated he would contact EDCO for other bin options/sizes to ensure that they would be properly enclosed.

COMMUNITY DEVELOPMENT DIRECTOR WADE recommended that the recycling enclosure and/or the recycling bins be modified so that they may be maintained within the enclosure.

MAYOR JANNEY closed the public hearing.

MOTION BY BRAGG, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2008-6641 – APPROVING REGULAR COASTAL PERMIT (CP 060434) AND TENTATIVE MAP (TM 060435) FOR THE PROPOSED SEPARATION OF EIGHT (8) SHOPKEEPER UNITS (RESIDENTIAL UNIT ABOVE COMMERCIAL SPACE) INTO SIXTEEN (16) SEPARATE CONDOMINIUM OWNERSHIP UNITS (8 RESIDENTIAL UNITS ABOVE 8 COMMERCIAL SPACES) AT 700-708 SEACOAST DRIVE, IN THE C-2 (SEACOAST COMMERCIAL) ZONE.

MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	MCLEAN, BRAGG, JANNEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
DISQUALIFIED:	COUNCILMEMBERS:	WINTER, MCCOY (DUE TO POTENTIAL CONFLICTS OF INTEREST)

MAYOR PRO TEM MCCOY and COUNCILMEMBER WINTER returned to Council Chambers at 7:01 p.m.

5.3 RESOLUTION NO. 2008-6639 -- IB3D BY THE SEA/HARMON NELSON III (OWNER)/JANINE ROCELLE, WHITAKER INC. (APPLICANT/ARCHITECT); APPROVING REGULAR COASTAL DEVELOPMENT PERMIT (CP 070034), DESIGN REVIEW CASE (DRC 070035), SITE PLAN REVIEW (SPR 070036), AND TENTATIVE PARCEL MAP (TPM 070089) TO CONSTRUCT THREE NEW ATTACHED CONDOMINIUM UNITS LOCATED AT 1008 OCEAN LANE, IN THE R-1500/MU-2 (HIGH DENSITY RESIDENTIAL/SEACOAST MIXED USE OVERLAY) ZONE. MF 924. (0620-20)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item and announced that a revised resolution was submitted as Last Minute Agenda Information.

ASSISTANT PLANNER FOLTZ gave a PowerPoint presentation on the item.

CITY CLERK HALD announced no speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

MOTION BY MCLEAN, SECOND BY BRAGG, TO ADOPT REVISED RESOLUTION NO. 2008-6639 AS SUBMITTED AS LAST MINUTE AGENDA INFORMATION -- APPROVING REGULAR COASTAL DEVELOPMENT PERMIT (CP 070034), DESIGN REVIEW CASE (DRC 070035), SITE PLAN REVIEW (SPR 070036), AND TENTATIVE PARCEL MAP (TPM 070089) TO CONSTRUCT THREE NEW ATTACHED CONDOMINIUM UNITS LOCATED AT 1008 OCEAN LANE, IN THE R-1500/MU-2 (HIGH DENSITY RESIDENTIAL/SEACOAST MIXED USE OVERLAY) ZONE.

Council discussion ensued regarding an appreciation for the design of the project and incorporation of green elements; Council viewed a model prepared by the applicant.

VOTES WERE NOW CAST ON MOTION BY MCLEAN, SECOND BY BRAGG, TO ADOPT REVISED RESOLUTION NO. 2008-6639 AS SUBMITTED AS LAST MINUTE AGENDA INFORMATION -- APPROVING REGULAR COASTAL DEVELOPMENT PERMIT (CP 070034), DESIGN REVIEW CASE (DRC 070035), SITE PLAN REVIEW (SPR 070036), AND TENTATIVE PARCEL MAP (TPM 070089) TO CONSTRUCT THREE NEW ATTACHED CONDOMINIUM UNITS LOCATED AT 1008 OCEAN LANE, IN THE R-1500/MU-2 (HIGH DENSITY RESIDENTIAL/SEACOAST MIXED USE OVERLAY) ZONE. MOTION CARRIED UNANIMOUSLY.

Consensus of City Council to take Item No. 6.5 at this time.

REPORTS (6.1 - 6.8)

6.5 DESIGN REVIEW BOARD APPOINTMENT. (0120-30)

CITY MANAGER BROWN introduced the item.

MAYOR JANNEY recommended HAROLD PHELPS be appointed to fill the one (1) vacancy on the Design Review Board with a term expiring on December 31, 2008.

MOTION BY MCLEAN, SECOND BY WINTER, TO APPOINT HAROLD PHELPS, TO FILL THE ONE (1) VACANCY ON THE DESIGN REVIEW BOARD WITH A TERM EXPIRING ON DECEMBER 31, 2008.

MAYOR JANNEY called a recess at 7:19 p.m. and reconvened the meeting to Open Session at 7:30 p.m.

Item No. 6.3 – TIME SPECIFIC FOR 7:30 P.M.

6.3 INITIATIVE ENTITLED “THE PORT OF SAN DIEGO MARINE FREIGHT PRESERVATION AND BAYFRONT REDEVELOPMENT INITIATIVE.” (0150-70 & 0460-20)

CITY MANAGER BROWN introduced the item announced that a Union-Tribune article was presented as Last Minute Agenda Information.

ADRIAN KWAITKOWSKI, representing the Working Waterfront Group, encouraged City Council to oppose the initiative.

PORT CHAIRMAN BIXLER introduced the Port of San Diego Senior Management staff; spoke in opposition to the initiative; and requested City Council’s support in opposition to the initiative.

MOTION BY JANNEY, SECOND BY MCLEAN, TO OPPOSE THE INITIATIVE ENTITLED “THE PORT OF SAN DIEGO MARINE FREIGHT PRESERVATION AND BAYFRONT REDEVELOPMENT INITIATIVE.” MOTION CARRIED UNANIMOUSLY.

6.1 SEWER SYSTEM MASTER PLAN/CAPACITY STUDY CIP; CONSULTANT’S REPORT. (0830-90)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a report on the item.

MARK HILL, of RBF Consulting, gave a PowerPoint presentation on the report findings.

SESSILE REIL, RBF Consulting, continued with the PowerPoint presentation and reported on recommendations for pump station modifications.

CITY CLERK HALD announced no speaker slips were submitted.

CONSENSUS OF CITY COUNCIL TO ACCEPT THE STUDY AND DIRECT STAFF TO USE THE REPORT FOR FUTURE CAPITAL IMPROVEMENTS AND COMPLIANCE WITH THE WATER DISCHARGE REQUIREMENTS (WDR).

6.2 PAVEMENT CONDITION ASSESSMENT ANALYSIS PROJECT REPORT. (0720-90)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a report on the item.

DAVID BUTLER, of IMS, gave a PowerPoint presentation on the pavement condition in I.B.

PUBLIC WORKS DIRECTOR LEVIEN gave a PowerPoint presentation on the pavement condition assessment analysis with respect to a 5-year rehabilitation and budget CIP plan.

CONSENSUS OF CITY COUNCIL TO ACCEPT THE STUDY AND DIRECT STAFF TO USE THE REPORT FOR GASB 34 PURPOSES AND FOR FUTURE CAPITAL STREET IMPROVEMENTS.

6.4 DISCUSSION ON PET CHICKENS. (0200-95)

CITY MANAGER BROWN introduced the item.

CODE COMPLIANCE OFFICER GARCIAS gave a PowerPoint presentation on the item.

Letters in support and opposition were submitted as Last Minute Agenda Information.

IAN BLAKE and LAUREN GIARDINA spoke in support for amending the code to allow chickens as pets.

City Council discussion ensued regarding conditions to allow for chickens, such as a minimum 5,000 sq. ft. lot size requirement, limiting the number of chickens to four or five per lot, allowing chickens only, and requiring certificate of vaccinations. Reasons for opposition were also discussed, including I.B. being an urban area, potential for disease, noise concerns, and concerns regarding the need for neighbor approval.

CITY MANAGER BROWN stated that Code Compliance Officer Garcias has made great strides in the City and that there is already plenty for staff to do; he recommended that this matter not be addressed at this time.

**MOTION BY MCLEAN, SECOND BY JANNEY, TO MAINTAIN THE CURRENT ORDINANCE.
MOTION FAILED BY THE FOLLOWING VOTE:**

AYES:	COUNCILMEMBERS:	MCLEAN, JANNEY
NOES:	COUNCILMEMBERS:	WINTER, BRAGG, MCCOY
ABSENT:	COUNCILMEMBERS:	NONE

CITY MANAGER BROWN stated that staff will return with a recommendation with factors for a new ordinance.

MAYOR PRO TEM MCCOY suggested that the proponents provide staff with some recommendations for a new ordinance.

COUNCILMEMBER MCLEAN left Council Chambers at 9:30 p.m.

MOTION BY MCCOY, SECOND BY WINTER, TO ACCEPT CHICKENS AS PART OF THE COMPANION ANIMAL ORDINANCE, SET A LIMIT TO NO MORE THAN 4 OR 5 CHICKENS, AND HAVE REASONABLE CONDITIONS FOR HEALTH AND SAFETY. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: WINTER, BRAGG, MCCOY
NOES: COUNCILMEMBERS: JANNEY
ABSENT: COUNCILMEMBERS: MCLEAN**

COUNCILMEMBER MCLEAN returned to Council Chambers 9:32 p.m.

6.6 RESOLUTION NOS. 2008-6651 AND R-08-154 – APPROVING ADOPTION OF ADJUSTMENTS TO FISCAL YEAR 2007-2009 OPERATING BUDGETS FOR THE CITY OF IMPERIAL BEACH AND THE IMPERIAL BEACH REDEVELOPMENT AGENCY, ADOPT CITY’S APPROPRIATION LIMIT, AND ADOPT BUDGET POLICES. (0330-30)

CITY MANAGER BROWN introduced the item.

FINANCE DIRECTOR MCGRANE reported on the item.

CITY CLERK HALD announced no speaker slips were submitted.

MOTION BY MCLEAN, SECOND BY BRAGG, TO ADOPT RESOLUTION NOS. 2008-6651 AND R-08-154 – APPROVING ADOPTION OF ADJUSTMENTS TO FISCAL YEAR 2007-2009 OPERATING BUDGETS FOR THE CITY OF IMPERIAL BEACH AND THE IMPERIAL BEACH REDEVELOPMENT AGENCY, ADOPT CITY’S APPROPRIATION LIMIT, AND ADOPT BUDGET POLICES. MOTION CARRIED UNANIMOUSLY.

6.7 UPDATE ON THE FINANCIAL STATUS OF THE CITY’S GENERAL FUND. (0330-30)

MAYOR JANNEY suggested that the item be moved to the next agenda.

MOTION BY MCCOY, SECOND BY WINTER, TO MOVE THIS ITEM TO THE NEXT AGENDA. MOTION CARRIED UNANIMOUSLY.

6.8 RESOLUTION NO. R-08-155 – APPROVING AUTHORIZATION TO SIGN A CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING FOR ADDITIONAL WORK ON THE PUBLIC WORKS FACILITY MASTER PLAN (CIP F05-101). (0910-30)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a report on the item.

MOTION BY MCCOY, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. R-08-155 – APPROVING AUTHORIZATION TO SIGN A CHANGE ORDER TO THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING FOR ADDITIONAL WORK ON THE PUBLIC WORKS FACILITY MASTER PLAN (CIP F05-101). MOTION CARRIED UNANIMOUSLY.

MAYOR/COUNCIL REPORTS ON ASSIGNMENTS AND COMMITTEES

COUNCILMEMBER WINTER spoke about an article that appeared in the 1961 Coronado Journal regarding sewage issue disposal dilemmas of that time which are extremely similar to the issues that are currently faced by the Metro Wastewater JPA; she reported that she and Mayor Pro Tem McCoy met with South Bay Union School District Superintendent Carol Parrish regarding shared interest in facilities and quality of life in I.B.

COUNCILMEMBER MCLEAN reported that the bikeway section connecting 13th Street to Main Street is scheduled for construction in October 2008 with completion in February 2009; he reported on the SCEDC meeting, the MTS Board meeting and the San Diego Regional Sediment Management workshop meeting, he attended the Imperial Beach Chamber of Commerce Installation Dinner; and he announced a sundowner will be held at the North Island Credit Union tomorrow from 6:00 p.m. to 8:00 p.m.

COUNCILMEMBER BRAGG spoke about the League of California Cities Mayor and Councilmember Forum where water conservation was a major focus.

MAYOR PRO TEM MCCOY also reported on the League of California Cities Mayor and Councilmember Forum noting that one city reported on how they achieved substantial water savings, the SANDAG meeting where it was reported that fares have to be raised due to the increase in fuel rates and an independent panel will look into combining SANDAG and MTS; and she reported on the Borders meeting where they received a presentation on the third border crossing.

MAYOR JANNEY reported that he and City Manager Brown will meet with the President of Cal Am Water to discuss water conservation programs in I.B.

CITY MANAGER BROWN announced that Assemblymember Saldaña will hold a discussion on the State's budget tomorrow.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 9:53 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: July 16, 2008

ORIGINATING DEPT.: Michael McGrane
Finance Director

SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

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

Vendor	Warrant	Amount	Explanation
Valley Coast Construction	66709	\$175,347.99	Teeple/Reama/Sports Park Progress Payment

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

WARRANT # DATE AMOUNT

Accounts Payable:

66543-66581	06/13/08	88,315.19
66582-66633	06/19/08	299,389.74
66634-66678	06/27/08	83,061.95
66679-66712	07/03/08	354,868.52
		\$ 825,635.40

Payroll Checks:

39736-39784	P.P.E.06/05/08	147,270.41
39785-39855	P.P.E.06/19/08	<u>181,543.98</u>
		<u>328,814.39</u>
	TOTAL	<u>\$ 1,154,449.79</u>

FISCAL IMPACT:

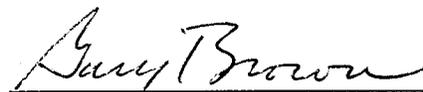
Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation



Gary Brown, City Manager

Attachments:

1. Warrant Registers

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/13/2008	66543	AFLAC	120				434.35
101-0000-209.01-13	06/12/2008	PPE 6/5/08	20080612		12/2008		434.35
06/13/2008	66544	ALL PHASE RESTORATION	1948				1,132.06
101-6040-454.28-01	05/19/2008	WATER DAMAGE SERVICE	L5758W	081114	11/2008		1,132.06
06/13/2008	66545	AMERICAN EXPRESS	1895				50.63
101-6010-451.30-02	05/29/2008	CLEANING SUPPLIES	06-18-2008	080587	11/2008		50.63
06/13/2008	66546	AMERICAN MESSAGING	1759				98.37
601-5060-436.27-04	06/11/2008		L1252241ID		12/2008		65.58
101-1910-419.27-04	04/01/2008		L1252241ID		12/2008		32.79
06/13/2008	66547	SOUTHCOAST HEATING & A/C	1554				100.00
101-1910-419.21-04	05/30/2008	DIAG A/C UNIT CHECK	256294	080099	11/2008		100.00
06/13/2008	66548	ARC ERGONOMICS	1678				549.31
502-1922-419.30-02	04/10/2008	ERGONOMIC CHAIR/MARTIN, L	22207	081160	10/2008		549.31
06/13/2008	66549	AT&T	291				859.89
101-3020-422.27-04	04/13/2008	030 290 1325 001	05-08-2008		10/2008		60.13
101-3030-423.27-04	04/13/2008	030 290 2293 001	05-08-2008		10/2008		124.31
101-0000-221.02-01	04/21/2008	030 326 8685 001	05-16-2008		10/2008		24.46
101-1010-411.27-04	04/25/2008	030 357 0352 001	05-20-2008		10/2008		24.67
101-1230-413.27-04	04/25/2008	030 357 0356 001	05-20-2008		10/2008		85.93
101-1130-412.27-04	04/25/2008	030 357 0371 001	05-20-2008		10/2008		50.96
101-1110-412.27-04	04/01/2008	030 480 7968 001	04-26-2008		10/2008		43.60
101-6010-451.27-04	04/13/2008	030 485 6799 001	05-08-2008		10/2008		22.58
101-1920-419.27-04	04/01/2008	030-480-7925-001	04-26-2008		10/2008		6.90
101-3070-427.27-04	04/01/2008	030-480-7925-001	04-26-2008		10/2008		4.73
101-1210-413.27-04	04/01/2008	030-480-7925-001	04-26-2008		10/2008		67.55
101-5020-432.27-04	04/01/2008	030-480-7925-001	04-26-2008		10/2008		78.20
101-1020-411.27-04	04/01/2008	030-480-7925-001	04-26-2008		10/2008		11.03
101-6030-453.27-04	04/01/2008	030-480-7925-001	04-26-2008		10/2008		2.98
101-1920-419.27-04	05/01/2008	030 480 7925 001	05-27-2008		11/2008		7.68
101-3070-427.27-04	05/01/2008	030 480 7925 001	05-27-2008		11/2008		15.42
101-1210-413.27-04	05/01/2008	030 480 7925 001	05-27-2008		11/2008		77.19
101-5020-432.27-04	05/01/2008	030 480 7925 001	05-27-2008		11/2008		85.37
101-1020-411.27-04	05/01/2008	030 480 7925 001	05-27-2008		11/2008		19.16
101-6030-453.27-04	05/01/2008	030 480 7925 001	05-27-2008		11/2008		4.10
101-1110-412.27-04	05/01/2008	030 480 7968 001	05-27-2008		10/2008		42.94
06/13/2008	66550	AT&T/MCI	1270				2,862.27
503-1923-419.27-04	03/31/2008	339-343-1504-722	T7800273		10/2008		174.10
101-1110-412.27-04	03/28/2008	619-423-0314-978	T7776620		10/2008		116.92
101-5040-434.27-04	03/28/2008	619-423-1074-808	T7776621		10/2008		16.06
101-5040-434.27-04	03/28/2008	619-423-1675-711	T7776623		10/2008		16.06
601-5060-436.27-04	03/28/2008	619-423-2231-354	T7776625		10/2008		15.54
101-3030-423.27-04	03/31/2008	619-423-7246-659	T7781688		10/2008		115.42

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-3020-422.27-04	03/28/2008	619-423-8222-631	T7776631		10/2008	19.71	
101-3020-422.27-04	03/28/2008	619-423-8225-961	T7776632		10/2008	148.46	
101-1920-419.27-04	03/28/2008	619-423-8300-961	T7776633		10/2008	261.71	
101-5020-432.27-04	03/28/2008	619-423-8311-961	T7776634		10/2008	368.44	
101-3030-423.27-04	03/28/2008	619-423-8322-961	T7776635		10/2008	258.06	
101-1130-412.27-04	03/28/2008	619-423-8617-292	T7776636		10/2008	75.24	
503-1923-419.27-04	04/15/2008	619-424-3481-707	T7871973		10/2008	30.24	
101-6030-453.27-04	04/15/2008	619-424-7077-649	T7871977		10/2008	79.43	
101-3020-422.27-04	03/31/2008	619-424-7359-120	T7781689		10/2008	89.62	
101-6010-451.27-04	04/01/2008	619-575-0336-809	T7805494		10/2008	81.01	
101-3020-422.27-04	04/01/2008	619-575-0361-562	T7805495		10/2008	16.06	
101-1010-411.27-04	03/31/2008	619-628-1352-133	T7781799		10/2008	71.05	
101-1230-413.27-04	03/31/2008	619-628-1356-945	T7781800		10/2008	190.89	
101-3040-424.27-04	03/31/2008	619-628-1357-365	T7781801		10/2008	82.17	
101-3070-427.27-04	03/31/2008	619-628-1359-498	T7781802		10/2008	46.11	
101-1210-413.27-04	03/31/2008	619-628-1361-670	T7781803		10/2008	228.78	
101-6010-451.27-04	03/31/2008	619-628-1385-573	T7781805		10/2008	44.08	
101-0000-221.02-01	03/31/2008	619-628-1419-917	T7781806		10/2008	23.50	
101-3010-421.27-04	03/24/2008	619-628-1485-961	T7766219		10/2008	42.68	
101-1920-419.27-04	03/31/2008	619-628-2018-437	T7781807		10/2008	24.76	
601-5060-436.27-04	03/28/2008	C60-222-1236-444	T7779593		10/2008	226.17	
06/13/2008	66551	BDS ENGINEERING INC	372			3,622.50	
101-0000-221.01-02	06/10/2008	APRIL 08 PLAN CHECK	08-02C		11/2008	130.00	
101-0000-221.01-02	05/16/2008	APRIL 08 PLAN CHECK	08-02C		11/2008	130.00	
101-0000-221.01-02	05/16/2008	APRIL 08 PLAN CHECK	08-02C		11/2008	627.50	
101-0000-221.01-02	05/16/2008	APRIL 08 PLAN CHECK	08-02C		11/2008	510.00	
101-0000-221.01-02	05/16/2008	APRIL 08 PLAN CHECK	08-02C		11/2008	1,035.00	
101-0000-221.01-02	05/16/2008	APRIL 08 PLAN CHECK	08-02C		11/2008	750.00	
101-0000-221.01-02	05/16/2008	APRIL 08 PLAN CHECK	08-02C		11/2008	440.00	
06/13/2008	66552	COLONIAL LIFE & ACCIDENT	941			128.43	
101-0000-209.01-13	06/12/2008	PPE 6/5/08	20080612		12/2008	128.43	
06/13/2008	66553	COOPERATIVE PERSONNEL SERVICES	1488			315.00	
101-1130-412.21-04	04/30/2008	EMPLOYMENT TESTING BOOKS	SOP24655	081157	10/2008	315.00	
06/13/2008	66554	COUNTY OF SAN DIEGO	1055			3,938.43	
210-0000-334.50-01	06/10/2008	REIMBURSE CHARGES TO PROJ	1678		12/2008	3,938.43	
06/13/2008	66555	COUNTY RECORDER	1818			50.00	
101-0000-221.01-02	06/05/2008	NOE 254/256 ELM AVENUE	06-05-2008		12/2008	50.00	
06/13/2008	66556	CREATIVE BENEFITS INC FSA	1108			353.84	
101-0000-209.01-11	06/12/2008	PPE 6/5/08	20080612		12/2008	353.84	
06/13/2008	66557	GB'S FENCE COMPANY	1949			2,059.00	
248-1920-519.20-06	06/05/2008	REMOVE/REPLACE FENCING	909	081171	12/2008	2,059.00	
06/13/2008	66558	HORIZON HEALTH EAP	90			380.97	
101-1130-412.20-06	06/09/2008	JUNE 2008	029104	080017	12/2008	380.97	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/13/2008	66559	I B FIREFIGHTERS ASSOCIATION	214				222.00
101-0000-209.01-08	06/12/2008	PPE 6/5/08	20080612		12/2008		222.00
06/13/2008	66560	ICMA RETIREMENT TRUST 457	242				6,118.55
101-0000-209.01-10	06/12/2008	PPE 6/5/08	20080612		12/2008		6,118.55
06/13/2008	66561	IN LINE PLUMBING CO.	1957				2,600.00
248-1920-519.20-06	05/29/2008	CLEAN & GREEN-BINGHAM	05-29-2008	081164	11/2008		2,600.00
06/13/2008	66562	JULIANNE CHARLAND	1963				96.95
101-3030-423.25-03	05/02/2008	REIMBURSE LG UNIFORM COST	001-082-938-383		12/2008		96.95
06/13/2008	66563	KANE, BALLMER & BERKMAN	1828				145.00
245-1240-413.20-06	06/01/2008	CHELSEA APTS/PROF SRVS/LO	12564	F08124	12/2008		145.00
06/13/2008	66564	KEYSER MARSTON ASSOC INC	620				4,228.14
405-1260-413.20-06	06/09/2008	05/01/08-05/30/08	0018028	080320	12/2008		4,228.14
06/13/2008	66565	KIM A MIKHAEL	1680				175.00
101-3010-421.20-06	06/11/2008	06/09/08 APPEAL HEARINGS/	06-11-2008	080484	12/2008		175.00
06/13/2008	66566	MICHAL PIASECKI CONSULTING	1795				7,200.00
101-5010-431.20-06	06/01/2008	MAY 2008 PW DEPARTMENT	55	080178	12/2008		22.50
101-5010-431.20-06	06/01/2008	MAY 2008 PW DEPARTMENT	55	080178	12/2008		900.00
101-5020-432.20-06	06/01/2008	MAY 2008 PW DEPARTMENT	55	080178	12/2008		90.00
201-5015-531.20-06	06/01/2008	MAY 2008 PW DEPARTMENT	55	080178	12/2008		315.00
405-1260-513.20-06	06/01/2008	MAY 2008 PW DEPARTMENT	55	080178	12/2008		3,645.00
601-5060-436.20-06	06/01/2008	MAY 2008 PW DEPARTMENT	55	080178	12/2008		22.50
601-5060-536.20-06	06/01/2008	MAY 2008 PW DEPARTMENT	55	080178	12/2008		1,980.00
408-5020-432.20-06	06/01/2008	MAY 2008 CIP DIVISION	56	080178	12/2008		225.00
06/13/2008	66567	NASLAND ENGINEERING	1656				3,217.25
408-1920-519.20-06	05/31/2008	MAY 2008	85975	070522	11/2008		3,217.25
06/13/2008	66568	NEXTEL COMMUNICATIONS INC	1465				1,152.10
101-1010-411.27-05	06/12/2008	896132755-008 MARCH 08	896132755-008		10/2008		66.80
101-5020-432.27-05	03/29/2008	896132755-008 MARCH 08	896132755-008		10/2008		265.38
101-5020-432.21-25	03/29/2008	896132755-008 MARCH 08	896132755-008		10/2008		722.45
101-3020-422.27-05	03/29/2008	896132755-008 MARCH 08	896132755-008		10/2008		97.47
06/13/2008	66569	SAN DIEGO GAS & ELECTRIC	1399				14,569.73
101-5010-431.27-01	05/07/2008	08831546949 04/01-04/30	05-23-2008		11/2008		22.86
101-3020-422.27-01	05/07/2008	10087869371 03/31-04/29	05-23-2008		11/2008		69.92
101-1910-419.27-01	05/07/2008	10087869371 03/31-04/29	05-23-2008		11/2008		135.31
101-5010-431.27-01	05/07/2008	10088604389 03/27-04/25	05-23-2008		11/2008		546.28
101-3020-422.27-01	05/07/2008	19807697764 03/31-04/29	05-23-2008		11/2008		2,374.51
601-5060-436.27-01	05/07/2008	52635219238 03/27-04/25	05-23-2008		11/2008		6.93
101-6020-452.27-01	05/07/2008	56497714749 04/01-04/30	05-23-2008		11/2008		9.10
101-5010-431.27-01	05/07/2008	56497714749 04/01-04/30	05-23-2008		11/2008		6,608.23

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-5010-431.27-01	05/07/2008	85075178464 04/01-04/30	05-23-2008		11/2008	121.25	
601-5060-436.27-01	05/07/2008	85075178464 04/01-04/30	05-23-2008		11/2008	56.30	
101-6020-452.27-01	05/07/2008	85075178464 03/31-04/30	05-23-2008		11/2008	816.42	
601-5060-436.27-01	05/07/2008	85417701270 04/01-04/30	05-23-2008		11/2008	2,886.23	
101-5020-432.27-01	05/07/2008	91692992261 03/27-04/25	05-23-2008		11/2008	916.39	
06/13/2008	66570	SDGE 289				4,734.65	
101-6020-452.27-01	05/01/2008	0175 275 3776 04/01-04/30	05-16-2008		11/2008	245.68	
101-5010-431.27-01	04/30/2008	0646 753 1938 03/31-04/29	05-15-2008		11/2008	9.10	
101-5010-431.27-01	04/30/2008	1694 231 2432 03/31-04/29	05-15-2008		11/2008	22.86	
101-5010-431.27-01	04/28/2008	1912 409 2723 03/27-04/25	05-13-2008		11/2008	9.10	
101-6020-452.27-01	05/01/2008	2081 689 1273 04/01-04/30	05-16-2008		11/2008	204.94	
101-6010-451.27-01	05/01/2008	2081 689 7619 04/01-04/30	05-16-2008		11/2008	251.88	
101-6010-451.27-01	05/01/2008	2081 692 3399 04/01-04/30	05-16-2008		11/2008	9.59	
101-6020-452.27-01	05/01/2008	2083 847 9032 04/01-04/30	05-16-2008		11/2008	57.40	
101-5010-431.27-01	05/01/2008	2741 969 9359 03/31-04/30	05-16-2008		11/2008	129.79	
215-6026-452.27-01	05/01/2008	2819 871 6315 03/31-04/30	05-16-2008		11/2008	1,830.54	
101-5010-431.27-01	04/30/2008	3062 843 3719 03/31-04/29	05-15-2008		11/2008	11.12	
101-6010-451.27-01	05/01/2008	3206 700 9265 04/01-04/30	05-16-2008		11/2008	54.68	
101-5010-431.27-01	04/30/2008	3448 930 9646 03/31-04/29	05-15-2008		11/2008	9.10	
101-5010-431.27-01	04/29/2008	5280 340 6641 03/27-04/25	05-14-2008		11/2008	112.09	
101-6020-452.27-01	05/01/2008	5456 692 8951 04/01-04/30	05-16-2008		11/2008	35.14	
101-5010-431.27-01	04/29/2008	5576 188 0541 03/27-04/25	05-14-2008		11/2008	9.10	
101-6020-452.27-01	05/01/2008	6921 003 2109 04/01-04/30	05-16-2008		11/2008	337.25	
101-5010-431.27-01	05/01/2008	7706 795 7872 04/01-04/30	05-16-2008		11/2008	10.72	
601-5060-436.27-01	04/30/2008	8773 823 6424 03/31-04/29	05-15-2008		11/2008	1,028.66	
101-6020-452.27-01	05/01/2008	9327 898 1346 04/01-04/30	05-16-2008		11/2008	271.29	
101-6010-451.27-01	05/01/2008	9956 693 6272 04/01-04/30	05-16-2008		11/2008	84.62	
06/13/2008	66571	SEIU LOCAL 221 1821				1,299.92	
101-0000-209.01-08	06/12/2008	PPE 6/5/08	20080612		12/2008	1,299.92	
06/13/2008	66572	STRADLING YOCCA CARLSON & RAUTH 1374				867.63	
405-1260-413.20-06	04/28/2008	MARCH 08 CONTINUING DISCL	239547-0002	081166	10/2008	867.63	
06/13/2008	66578	U.S. BANK 1873				23,096.22	
101-1230-413.30-01	03/19/2008	OFFICE SUPPLIES	424074183-001	080938	09/2008	73.57	
405-1260-413.30-01	03/19/2008	OFFICE SUPPLIES	424074183-001	080938	09/2008	16.28	
101-1230-413.28-04	03/20/2008	COMM DEV LUNCHEON	061847	080938	09/2008	145.24	
101-1230-413.28-12	11/09/2007	ASBPA MEMBERSHIP G WADE	210518901	080938	09/2008	100.00	
101-1020-411.28-14	02/21/2008	LAW/ELECTION SEMINAR MATE	02334	080932	09/2008	34.00	
101-1020-411.29-02	02/28/2008	AGENDA DAY LUNCH FOR STAF	053054	080933	09/2008	22.37	
101-1230-413.30-01	02/22/2008	OFFICE SUPPLIES	420924906-001	080938	09/2008	24.75	
101-3040-424.30-01	02/22/2008	OFFICE SUPPLIES	420924906-001	080938	09/2008	25.15	
101-3070-427.30-01	02/22/2008	OFFICE SUPPLIES	420924906-001	080938	09/2008	20.65	
405-1260-413.30-01	02/22/2008	OFFICE SUPPLIES	420924906-001	080938	09/2008	37.72	
101-1020-411.21-06	03/09/2008	BINDER/DISPLAY CUBE	TRN3510	080932	09/2008	17.16	
101-3020-422.21-04	03/04/2008	DATAQUICK	T198F80	080934	09/2008	28.12	
101-5020-432.21-04	03/04/2008	DATAQUICK	T198F80	080934	09/2008	93.32	
101-3070-427.28-11	03/17/2008	PRINTED CITATION FORMS-CE	16000	080934	09/2008	349.55	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-3070-427.28-12	03/17/2008	2008CACEO DUES, D GARCIAS	475255364664614	080934	09/2008	75.00
101-3040-424.28-04	03/17/2008	CALBO PROF DEVELOPMENT/CE	03-17-2008	080935	09/2008	450.00
101-3040-424.28-14	03/20/2008	CALBO GUIDE BOOK	03-20-2008	080935	09/2008	43.05
101-1230-413.28-04	02/25/2008	NAKAGAWA, J APA CONF REGI	023499	080939	09/2008	695.00
101-1230-413.28-04	03/03/2008	NAKAGAWA, J APA CONF LODG	122929547375	080939	09/2008	522.42
405-1260-513.20-06	02/25/2008	PALM AVE COMM CORR PW1	010009	080940	08/2008	15.99
101-1020-411.28-11	03/05/2008	1472 IRIS/MICROFICHE PRNT	16729	080940	09/2008	75.43
101-1020-411.28-11	03/07/2008	455 PALM/MICROFICHE PRNTS	40540	080940	09/2008	145.46
101-1010-411.28-04	03/05/2008	COUNCIL DINNER 03/06/08	014570	080941	09/2008	12.48
101-1010-411.28-04	03/05/2008	COUNCIL DINNER 03/06/08	019734	080941	09/2008	95.36
101-1010-411.28-04	03/28/2008	RECEPTION DINNER	03-28-2008	080941	09/2008	30.00
101-1010-411.28-04	03/11/2008	WINTER, M TRANSPORTATION	KQH2VW	080950	09/2008	323.00
405-1260-513.20-06	02/26/2008	PALM AVE COMM CORR WKSPI	080800	080940	08/2008	120.00
101-1010-411.30-02	02/25/2008	CITY CAR WASH	065451	080941	08/2008	8.99
101-1110-412.28-04	02/21/2008	TRENNIS WRIGHT RE RDA BON	034050	080944	08/2008	34.63
101-1010-411.29-04	02/22/2008	COUNCILMEMBER BRAGG PORTR	080812	080948	08/2008	130.99
101-5010-431.30-02	02/25/2008	CONCRETE BATCH PLANT MIX	71870091-001	080915	09/2008	273.28
101-5030-433.30-02	03/06/2008	5 GALLON PAINT	073311	080912	09/2008	53.61
101-5010-431.30-02	03/13/2008	SAFETY BOOTS	925944	080915	09/2008	150.00
101-5010-431.30-02	03/13/2008	SAFETY BOOTS	925945	080915	09/2008	114.19
501-1921-419.28-15	03/20/2008	FUEL	023050	080916	09/2008	10.01
101-5020-432.30-01	03/18/2008	OFFICE SUPPLY	2493	080930	09/2008	12.90
101-5010-431.28-01	12/03/2007	ROOT CUTTER TEETH	45556	080928	08/2008	113.54
101-5010-431.30-02	02/26/2008	STOCK PAINT CANS	014841/4083152	080909	08/2008	16.33
101-5010-431.30-02	02/27/2008	CONCRETE	70929006-001	080909	08/2008	184.47
101-1020-411.28-04	02/20/2008	SEMINAR/BLAIR, M-WOLFSON,	297427	080926	08/2008	40.00
101-5020-432.28-04	02/20/2008	SEMINAR/BLAIR, M-WOLFSON,	297427	080926	08/2008	40.00
101-5020-432.28-04	02/27/2008	TRAINING/ LEVIEN-KEIR	PW29443304750/1	080926	08/2008	200.00
101-5020-432.30-01	02/22/2008	DAILY PLANNER REFILLS	61353279	080930	08/2008	51.67
101-5020-432.28-04	02/29/2008	BUILDING OFFICER CERT COU	02-12-2008	080930	08/2008	1,095.00
501-1921-419.30-22	03/07/2008	AXLE SOCKET	180747	080928	08/2008	31.88
601-5060-436.28-01	02/22/2008	REPLACEMENT RADIO	14696	080908	09/2008	55.00
101-6040-454.30-22	02/23/2008	5" SANDER	023718/7022710	080919	09/2008	63.57
101-6040-454.30-02	02/25/2008	JANITORIAL SUPPLIES	272357	080919	09/2008	274.72
501-1921-419.30-02	02/28/2008	STOCK PARTS & SUPPLIES	050753/2583893	080929	09/2008	25.33
101-6020-452.28-01	02/28/2008	4 YDS MULCH	93235	080931	09/2008	254.29
601-5060-436.30-02	03/06/2008	OPERATING SUPPLIES	080306/5590019	080908	09/2008	12.87
601-5060-436.21-04	03/10/2008	PS #9 SERVICE CALL	0053361	080908	09/2008	187.50
601-5060-436.28-12	03/13/2008	RAMOS,JOSE CWEA RENEWAL	0602-2008	080908	09/2008	110.00
101-5040-434.30-02	03/05/2008	08 CITY WIDE GARAGE SALE	697373	080914	09/2008	38.54
601-5050-436.30-02	03/12/2008	PAPER FOR JURMP	1554	080914	09/2008	6.47
101-5040-434.30-02	03/19/2008	08 CITY GARAGE SALE AD	704721	080914	09/2008	38.54
101-6040-454.30-02	03/06/2008	PAPER TOWELS/LINERS	M53NW-00	080919	09/2008	368.43
101-6040-454.30-02	03/06/2008	PINE OIL/TP	272857	080919	09/2008	274.55
101-6040-454.30-02	03/14/2008	FAUCET INSERT/STRAINER/CA	125332	080919	09/2008	70.91
501-1921-419.28-15	03/20/2008	SHOP SUPPLY OF GASES	067325	080929	09/2008	59.57
501-1921-419.28-16	03/20/2008	SEWER HOSES-PARKS TRAILER	964787	080929	09/2008	22.61
101-6020-452.30-02	03/03/2008	IRRIGATION SUPPLIES	15894590	080931	09/2008	175.61
101-6020-452.28-01	03/06/2008	SOIP STAPLES, 1/2 CAPS	15924782	080931	09/2008	69.15
101-6020-452.30-02	03/10/2008	BUBBLERS-HAND TOOLS	15956835	080931	09/2008	220.80

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-6020-452.30-22	03/10/2008	BUBBLERS-HAND TOOLS	15956835	080931	09/2008	83.58
101-6010-451.30-02	03/07/2008	PARENTS NIGHT OUT-PIZZA	03-07-2008	080942	09/2008	40.00
101-6010-451.30-02	03/07/2008	PARENTS NIGHT OUT-SODA	03-07-2008	080942	09/2008	14.87
101-6010-451.30-02	03/03/2008	CLEANING SUPPLIES	001419/8562275	080946	09/2008	89.85
101-6010-451.28-01	03/12/2008	KEY FOR DOOR	058112	080946	09/2008	3.00
101-6010-451.30-22	03/18/2008	CITY TRUCK SEAT COVERS	016126	080946	09/2008	192.65
101-6010-451.30-02	03/18/2008	PROGRAM EASTER CANDY	1357433	080946	09/2008	22.59
101-6010-451.30-01	03/18/2008	PRINTER INK	5409	080946	09/2008	36.61
101-1210-413.28-04	03/15/2008	DEPOSIT-LODGING HUG CONFE	380757266941	080962	09/2008	153.00
501-1921-419.28-16	04/01/2008	TIRES-SHERIFF'S/CITY QUAD	40556116	080929	09/2008	322.04
101-6020-452.28-01	02/27/2008	MULCH IB BLVD	93174	080913	09/2008	381.44
101-6020-452.28-01	02/28/2008	MULCH-IB BLVD	93208	080913	09/2008	381.44
101-1910-419.28-01	03/03/2008	BUILDING SUPPLIES	009972/8011186	080913	09/2008	45.55
101-1910-419.28-01	03/20/2008	SUPPLIES - PW	049923/1013627	080913	09/2008	165.70
408-5020-432.30-02	02/19/2008	PAPER	1409790	080911	09/2008	201.49
408-5020-432.30-01	02/19/2008	PRINT CARTRIDGE/OFC SUPPL	420442932-001	080911	09/2008	202.96
408-5020-432.30-01	02/20/2008	TONER CARTRIDGE/TOTE	420557449-001	080911	09/2008	183.16
408-5020-432.30-02	02/20/2008	DIGITAL CAMERA	420557697-001	080911	09/2008	183.16
405-1260-513.20-06	02/21/2008	ELECTRICAL, VETERANS PRK	5182234	080911	09/2008	109.31
408-5020-432.30-02	02/22/2008	CA CONTRACTORS LAW/REFERE	6T-00051711	080911	09/2008	39.69
408-5020-432.30-02	02/29/2008	RETURNED PAPER CREDIT	1441559	080911	09/2008	287.91-
408-5020-432.30-02	03/10/2008	PAPER	1466263	080911	09/2008	339.95
408-5020-432.30-02	03/11/2008	PAPER	1466913	080911	09/2008	150.85
101-1910-419.28-01	02/13/2008	GAS LEAK REPAIR	55892	080910	10/2008	300.65
101-6020-452.30-02	02/28/2008	SOD STAPLES/PRUNING SAW	15861623	080910	10/2008	28.23
101-6040-454.30-02	02/20/2008	LIGHTING BALLASTS	1050801552	080918	10/2008	400.51
101-6040-454.30-02	02/22/2008	HPS LIGHT BULBS	1051673469	080918	10/2008	270.41
101-6040-454.30-22	02/22/2008	PALM SANDER	968040	080918	10/2008	32.31
101-6040-454.30-22	02/26/2008	WIRE WHEEL/ARBOR	CACHU16040	080918	10/2008	42.40
101-6040-454.30-02	02/26/2008	PLAZA UP-LIGHTS	S2872907	080918	10/2008	956.99
101-6040-454.30-02	02/26/2008	VARATHANE	054336-4574663	080918	10/2008	48.26
101-6040-454.30-22	02/26/2008	RETURNED PALM SANDER	970048	080918	10/2008	32.31-
101-5010-431.21-23	02/28/2008	UPLIGHT KITS FOR PALM ISL	1069-561584	080924	10/2008	342.43
101-6020-452.30-22	03/04/2008	WEED TRIMMER	121997	080910	10/2008	383.28
101-1910-419.28-01	03/10/2008	DRAIN OPERNER/CLEANER	050592/1562743	080910	10/2008	20.43
101-1910-419.28-01	03/13/2008	LOCK REPAIR @ SHERIFF STA	5105	080910	10/2008	142.28
101-5030-433.30-02	03/18/2008	GRAFFITI GEL REMOVER	15386	080910	10/2008	284.46
101-6040-454.30-02	03/03/2008	DEADBOLT ASSEMBLY/DUMPSTE	004086	080918	10/2008	156.00
101-6040-454.30-02	03/03/2008	IRRIGATION PARTS	05371621-00	080918	10/2008	156.77
101-6040-454.30-02	03/03/2008	FOOTWASH RPLCMNT VALVES	125004	080918	10/2008	159.47
101-6040-454.30-02	03/04/2008	PROTECTIVE GLOVES	0130487	080918	10/2008	182.36
101-6040-454.30-02	03/04/2008	BRUSHES/LIGHT TUBES/CAULK	039676/7584108	080918	10/2008	4.30
101-6040-454.30-02	03/04/2008	BRUSHES/LIGHT TUBES/CAULK	039676/7584108	080918	10/2008	18.50
101-6040-454.30-22	03/04/2008	BRUSHES/LIGHT TUBES/CAULK	039676/7584108	080918	10/2008	34.94
101-6040-454.30-02	03/04/2008	GRAFFITI REMOVER	15369	080918	10/2008	208.89
101-6040-454.30-02	03/06/2008	ZIP TIES FOR PIER GREEN S	038001	080918	10/2008	17.40
101-6040-454.30-02	03/06/2008	BROOMS/VARITHANE/HOSE/HAM	045843/5091552	080918	10/2008	193.82
101-6040-454.30-02	03/06/2008	BROOMS/VARITHANE/HOSE/HAM	045843/5091552	080918	10/2008	48.26
101-6040-454.30-22	03/06/2008	BROOMS/VARITHANE/HOSE/HAM	045843/5091552	080918	10/2008	39.12
101-6040-454.30-02	03/06/2008	BROWN PAINT	656344	080918	10/2008	180.89

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101-6040-454.30-02	03/10/2008	LOCK FOR DUMPSTER ENCLOSU	087932	080918 10/2008 140.04
101-6040-454.30-22	03/13/2008	TAMPER SCREW WRENCHES	109576	080918 10/2008 32.86
101-6040-454.30-02	03/13/2008	SINK VALVE-PLAZA MRR	125013	080918 10/2008 731.11
101-6040-454.30-02	03/13/2008	VARATHANE-PLAZA RR'S	5607	080918 10/2008 117.14
101-6040-454.30-02	03/17/2008	SAFETY CENTER/FG SIGN	S2881632.003	080918 10/2008 116.10
101-6040-454.30-02	03/19/2008	CEMENT THINNER/LITE BULBS	086297/2570837	080918 10/2008 3.15
101-6040-454.30-02	03/19/2008	CEMENT THINNER/LITE BULBS	086297/2570837	080918 10/2008 17.20
101-6040-454.30-02	03/19/2008	FOOTWASH REPLACEMENT VALV	125432	080918 10/2008 155.16
101-6040-454.30-02	03/21/2008	DUNES PARK PAINT & SUPPLI	091017/0193675	080918 10/2008 135.27
101-5010-431.30-02	03/06/2008	ANCHOR BOLTS	011742-5024432	080924 10/2008 6.72
101-5010-431.30-02	03/07/2008	W-D 40 LUBRICANT FOR STOC	1052575752	080924 10/2008 31.94
101-5010-431.30-22	03/10/2008	ASPHALT LUTES (RAKES)	T01005413	080924 10/2008 107.12
101-5010-431.30-02	03/10/2008	TOGGLE WALL ANCHORS/GLOVE	1052727760	080924 10/2008 55.53
101-5010-431.30-02	03/10/2008	BOLTS FOR LUMBAR RACK	109508-00	080924 10/2008 28.76
405-1260-513.20-06	03/20/2008	CONCRETE CITY HALL W ENTR	72402867-001	080924 10/2008 266.69
503-1923-419.20-06	02/28/2008	GAS & FOOD QUESTYS TRNG	062461	080963 10/2008 5.47
503-1923-419.20-25	02/28/2008	GAS & FOOD QUESTYS TRNG	092304	080963 10/2008 4.28
503-1923-419.20-06	02/28/2008	GAS & FOOD QUESTYS TRNG	417121	080963 10/2008 22.74
503-1923-419.20-06	02/28/2008	FOOD	02-28-2008	080963 10/2008 7.16
503-1923-419.20-06	03/03/2008	CD DRIVE	03-03-2008	080963 10/2008 169.48-
101-1020-411.30-01	02/25/2008	OFFICE SUPPLIES	421156858-001	080943 10/2008 38.96
101-1130-412.30-01	02/25/2008	OFFICE SUPPLIES	421156858-001	080943 10/2008 90.84
502-1922-419.30-02	02/25/2008	OFFICE SUPPLIES	421156858-001	080943 10/2008 28.09
101-1020-411.30-01	02/25/2008	CHARGER	421156858-002	080943 10/2008 19.20
101-1020-411.30-01	03/05/2008	OFFICE SUPPLIES	422358571-001	080943 10/2008 35.86
101-1110-412.30-01	03/05/2008	OFFICE SUPPLIES	422358571-001	080943 10/2008 23.77
502-1922-419.30-02	03/05/2008	OFFICE SUPPLIES	422358571-001	080943 10/2008 3.11
101-1010-411.30-02	03/11/2008	CARD FOR BRENDA SCHAFER	2-8071-0204-007	080943 10/2008 3.87
101-1130-412.30-02	03/12/2008	COFFEE FOR CITY HALL	03-12-2008	080943 10/2008 6.99
101-1110-412.30-01	03/12/2008	LAMINATE REFILL ROLL	4417-3551506	080943 10/2008 64.63
101-3030-423.28-01	03/21/2008	SHOWER HEAD	075387/0585046	080954 10/2008 49.74
101-3020-422.21-02	03/20/2008	MTG-SPECIAL EVENT FILM FE	041612	080955 10/2008 19.87
405-1260-513.20-06	03/20/2008	FLOORING/SUPPLIES	0671-209862	080956 10/2008 419.00
101-3030-423.28-04	08/29/2007	EMS II SCUBA TRAINING	11512	080960 10/2008 132.00
502-1922-419.30-02	02/25/2008	ERGONOMIC SUPPLIES/SHOUSE	0128246-IN	080949 10/2008 98.98
101-3020-422.28-11	02/13/2008	BLANKET PURCHASE ORDER	15990	080957 10/2008 224.12
101-3050-425.30-02	02/19/2008	8MM TO DVD	134774	080957 10/2008 16.16
405-1260-513.20-06	02/22/2008	BLANKET PURCHASE ORDER	0089-16-88948-2	080957 10/2008 77.52
405-1260-513.20-06	02/22/2008	BLANKET PURCHASE ORDER	6069	080957 10/2008 8.05
405-1260-513.20-06	02/29/2008	SHOWER HOOKS	02-29-2008	080957 10/2008 5.37
101-3030-423.28-04	02/23/2008	USLA MEETING/HOTEL DEPOSIT	138899	080960 10/2008 360.00
502-1922-419.30-02	03/06/2008	ERGONOMIC RISER/SHOUSE, P	128773-IN	080949 10/2008 17.03
502-1922-419.30-02	03/07/2008	CREDIT ERGONOMIC RISER	0302628	080949 10/2008 8.57-
502-1922-419.30-02	03/14/2008	ERGONOMIC FOOT REST/SHOUS	0129157-IN	080949 10/2008 61.37
405-1260-513.20-06	03/05/2008	WOOD BLINDS	0671-208980	080957 10/2008 822.13
101-3020-422.28-11	03/07/2008	BLANKET PURCHASE ORDER	15997	080957 10/2008 112.06
101-3020-422.30-01	03/07/2008	BLANKET PURCHASE ORDER	1762	080957 10/2008 19.36
101-3030-423.30-02	03/01/2008	CAMP SURF KEY DUPLICATION	21271	080960 10/2008 37.71
101-3030-423.30-02	03/01/2008	PWC BATTERY	6363	080960 10/2008 81.34
101-3030-423.30-02	03/05/2008	91 OCTANE PWC FUEL	061793	080960 10/2008 32.14

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101-3030-423.30-02	03/05/2008	91 OCTANE PWC FUEL	099167	080960	10/2008	35.62	
101-0000-209.01-03	02/22/2008	RAMOS, J COMP LOAN	011477341-001		10/2008	102.30	
101-0000-209.01-03	02/22/2008	RAMOS, J COMP LOAN	011477341-002		10/2008	763.32	
101-3030-423.28-01	03/03/2008	MATERIAL -BATTERY MOUNTIN	40137	080958	10/2008	21.75	
101-3030-423.28-01	03/06/2008	TOOLS FOR LG'S	9999	080958	10/2008	48.16	
101-3030-423.28-01	03/07/2008	PVC CAPS FOR GEAR HANGER	013855/4562610	080958	10/2008	2.07	
101-3030-423.30-02	03/07/2008	JANITORIAL SUPPLIES	272860	080958	10/2008	223.71	
101-3030-423.28-01	03/10/2008	HARDWARE FOR SGT.'S SHELF	062389/1570250	080958	10/2008	13.36	
101-3030-423.30-02	03/11/2008	NIGHT RESCUE LIGHT	5862	080958	10/2008	107.35	
101-3030-423.30-02	03/11/2008	91 OCTANE FUEL FOR PWC	595356	080958	10/2008	33.75	
101-3030-423.28-01	03/15/2008	TOOL FOR LG'S	006642/6025678	080958	10/2008	33.68	
101-3030-423.30-02	03/26/2008	PIER TOWER SHELIVING	31108	080958	10/2008	25.86	
101-3020-422.30-01	02/23/2008	SECURE TOP SHEET	039293	080959	10/2008	11.83	
101-3020-422.30-02	02/29/2008	SHELF HOOKS/TOILET BRUSHE	011823/1573211	080959	10/2008	13.32	
101-3020-422.30-02	02/29/2008	VACUUM BAGS/SHOWER HOOKS	018336	080959	10/2008	11.68	
101-3030-423.30-02	02/22/2008	BRASS LOCKS	005865/8594668	080961	10/2008	30.08	
101-3030-423.28-01	02/27/2008	WASH COMMAND VEHICLE	062105	080961	10/2008	8.99	
101-3030-423.30-02	02/27/2008	USER BOOK/CELL PHONE	104-5390564-000	080961	10/2008	15.54	
101-3030-423.30-02	02/27/2008	NEW CELL PHONE ACCESSORIE	114782	080961	10/2008	89.68	
101-3030-423.30-02	02/28/2008	CELLULAR HANDS FREE	WQ2174-0	080961	10/2008	78.77	
101-3020-422.30-02	03/08/2008	TILE FOR UPSTARIS	099098/3110198	080959	10/2008	77.46	
101-3020-422.30-02	03/10/2008	ELECTRICAL CONNECTION	071767/1590253	080959	10/2008	18.21	
101-3020-422.30-02	03/22/2008	STATION SUPPLIES	166144	080959	10/2008	118.21	
101-3030-423.25-03	03/03/2008	LG PATCHES SEWING	004595	080961	10/2008	10.00	
101-3030-423.28-01	03/06/2008	PIER PA SPEAKER DRIVER RE	087295	080961	10/2008	141.38	
101-3030-423.28-01	03/10/2008	PORTABLE PHONE PEDESTAL	932614191	080961	10/2008	97.02	
101-3030-423.28-01	03/11/2008	WASH COMMAND VEHICLE	041921	080961	10/2008	9.99	
101-3030-423.30-02	03/11/2008	WETSUIT HANGER RACK PARTS	092492/0192935	080961	10/2008	60.74	
101-3030-423.28-01	03/12/2008	PHONE PEDESTAL/FREIGHT	932675213	080961	10/2008	19.68	
06/13/2008	66579	UNITED WAY OF SAN DIEGO COUNTY	1483			25.00	
101-0000-209.01-09	06/12/2008	PPE 6/5/08	20080612		12/2008	25.00	
06/13/2008	66580	VAVRINEK, TRINE, DAY & CO. LLP	1961			975.00	
101-1210-413.20-06	04/30/2008	MILLER, B APRIL 08	0054389-IN	081167	10/2008	487.50	
405-1260-413.20-06	04/30/2008	MILLER, B APRIL 08	0054389-IN	081167	10/2008	487.50	
06/13/2008	66581	VICTORIA GONZALEZ-RIVERA	2			657.00	
101-0000-221.01-03	05/27/2008	REFUND MV RENTAL DEPOSITS	05-27-2008		12/2008	657.00	
06/19/2008	66582	AFFORDABLE PRINTER CARE	116			786.31	
101-1210-413.30-02	05/05/2008	TONER CARTRIDGES	58071	081071	11/2008	786.31	
06/19/2008	66583	AT&T	291			179.16	
101-1920-419.27-04	06/16/2008	030 480 7925 001 MAY 2008	06-26-2008		12/2008	11.77	
101-3070-427.27-04	06/01/2008	030 480 7925 001 MAY 2008	06-26-2008		12/2008	13.66	
101-1210-413.27-04	06/01/2008	030 480 7925 001 MAY 2008	06-26-2008		12/2008	51.93	
101-5020-432.27-04	06/01/2008	030 480 7925 001 MAY 2008	06-26-2008		12/2008	80.10	
101-1020-411.27-04	06/01/2008	030 480 7925 001 MAY 2008	06-26-2008		12/2008	15.47	
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06/19/2008	66584	AT&T TELECONFERENCE SERVICES	1827			41.42	
408-1920-519.20-06	06/01/2008	55037702-00001 9TH & PAL	06-01-2008	F08126	12/2008	41.42	
06/19/2008	66585	AT&T/MCI	1270			3,137.81	
503-1923-419.27-04	04/30/2008	337-257-1583-442	T7923337		10/2008	348.18	
503-1923-419.27-04	04/30/2008	339-343-1504-722	T7924536		10/2008	174.10	
101-1110-412.27-04	04/25/2008	619-423-0314-978	T7900849		10/2008	123.63	
101-5040-434.27-04	04/25/2008	619-423-1074-808	T7900850		10/2008	16.12	
101-5040-434.27-04	04/25/2008	619-423-1675-711	T7900852		10/2008	16.12	
601-5060-436.27-04	04/25/2008	619-423-2231-354	T7900854		10/2008	15.60	
101-3030-423.27-04	04/28/2008	619-423-7246-659	T7905924		10/2008	104.68	
101-3020-422.27-04	04/25/2008	619-423-8222-631	T7900860		10/2008	19.83	
101-3020-422.27-04	04/25/2008	619-423-8225-961	T7900861		10/2008	156.83	
101-1920-419.27-04	04/25/2008	619-423-8300-961	T7900862		10/2008	263.12	
101-5020-432.27-04	04/25/2008	619-423-8311-961	T7900863		10/2008	376.20	
101-3030-423.27-04	04/25/2008	619-423-8322-961	T7900864		10/2008	262.59	
101-1130-412.27-04	04/25/2008	619-423-8617-292	T7900865		10/2008	74.19	
101-3020-422.27-04	04/28/2008	619-424-7359-120	T7905925		10/2008	98.38	
101-6010-451.27-04	05/01/2008	619-575-0336-809	T7929775		10/2008	81.08	
101-3020-422.27-04	05/01/2008	619-575-0361-562	T7929776		10/2008	16.13	
101-1010-411.27-04	04/28/2008	619-628-1352-133	T7906035		10/2008	70.91	
101-1230-413.27-04	04/28/2008	619-628-1356-945	T7906036		10/2008	188.51	
101-3040-424.27-04	04/28/2008	619-628-1357-365	T7906037		10/2008	85.49	
101-3070-427.27-04	04/28/2008	619-628-1359-498	T7906038		10/2008	48.41	
101-1210-413.27-04	04/28/2008	619-628-1361-670	T7906039		10/2008	235.70	
101-6010-451.27-04	04/28/2008	619-628-1385-573	T7906041		10/2008	43.46	
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101-3010-421.27-04	04/22/2008	619-628-1485-961	T7890404		10/2008	42.72	
101-1920-419.27-04	04/28/2008	619-628-2018-437	T7906043		10/2008	24.84	
601-5060-436.27-04	04/25/2008	C60-222-1236-444	T7903824		10/2008	229.38	
06/19/2008	66586	BDS ENGINEERING INC	372			1,987.50	
101-6010-551.20-06	05/16/2008	SOCCER FIELD-VETERANS PK	08-14	081162	11/2008	1,987.50	
06/19/2008	66588	CALIFORNIA AMERICAN WATER	612			12,718.74	
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101-6020-452.27-02	05/12/2008	05-0106336-6 03/06-05/07	06-02-2008		11/2008	51.93	
101-6020-452.27-02	05/12/2008	05-0106337-4 03/06-05/07	06-02-2008		11/2008	18.42	
101-6020-452.27-02	05/14/2008	05-0109756-2 03/11-05/09	06-02-2008		11/2008	504.03	
101-5010-431.27-02	05/15/2008	05-0110529-0 03/12-05/12	06-03-2008		11/2008	90.25	
101-6020-452.27-02	05/15/2008	05-0111454-0 03/12-05/12	06-03-2008		11/2008	23.21	
101-1910-419.27-02	05/15/2008	05-0111478-9 03/12-05/12	06-03-2008		11/2008	123.25	
101-6020-452.27-02	05/15/2008	05-0111479-7 03/12-05/12	06-03-2008		11/2008	3,632.87	
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101-6020-452.27-02	05/19/2008	05-0114612-0 03/14-05/14	06-09-2008		11/2008	56.73	
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101-6020-452.27-02	05/16/2008	05-0115205-2 03/13-05/13	06-04-2008		11/2008	2,354.01	

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101-1910-419.27-02	05/16/2008	05-0115210-2	03/13-05/13	06-04-2008	11/2008	36.94	
101-3020-422.27-02	05/16/2008	05-0115211-0	03/13-05/13	06-04-2008	11/2008	207.07	
101-5010-431.27-02	05/16/2008	05-0115214-4	03/13-05/13	06-04-2008	11/2008	20.80	
601-5060-436.27-02	05/16/2008	05-0115249-0	03/13-05/13	06-04-2008	11/2008	13.62	
101-5010-431.27-02	05/19/2008	05-0115949-5	03/14-05/14	06-09-2008	11/2008	23.21	
101-5010-431.27-02	05/19/2008	05-0115950-3	03/14-05/14	06-09-2008	11/2008	32.78	
101-5010-431.27-02	05/19/2008	05-0116368-7	03/14-05/14	06-09-2008	11/2008	30.39	
101-6020-452.27-02	05/19/2008	05-0117419-7	03/14-05/14	06-09-2008	11/2008	13.62	
101-5020-432.27-02	05/16/2008	05-0424056-5	03/13-05/13	06-04-2008	11/2008	44.13	
101-6020-452.27-02	05/16/2008	05-0477133-8	03/13-05/13	06-04-2008	11/2008	235.70	
101-6040-454.27-02	05/06/2008	05-0092998-9	03/03-05/01	05-27-2008	11/2008	298.08	
101-3030-423.27-02	05/06/2008	05-0093917-8	03/03-05/01	05-27-2008	11/2008	139.91	
101-5010-431.27-02	05/06/2008	05-0094000-2	03/03-05/01	05-27-2008	11/2008	44.13	
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101-5010-431.27-02	05/06/2008	05-0094076-2	03/03-05/01	05-27-2008	11/2008	63.29	
101-5010-431.27-02	05/06/2008	05-0094163-8	03/03-05/01	05-27-2008	11/2008	41.73	
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101-5010-431.27-02	05/06/2008	05-0094268-5	03/03-05/01	05-27-2008	11/2008	70.47	
101-5010-431.27-02	05/06/2008	05-0094293-3	03/03-05/01	05-27-2008	11/2008	58.50	
101-5010-431.27-02	05/06/2008	05-0094304-8	03/03-05/01	05-27-2008	11/2008	238.20	
101-5010-431.27-02	05/06/2008	05-0094973-0	03/03-05/01	05-27-2008	11/2008	266.86	
601-5060-436.27-02	05/09/2008	05-0101092-0	03/05-05/06	05-28-2008	11/2008	20.80	
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101-6020-452.27-02	05/09/2008	05-0102503-5	03/05-05/06	05-28-2008	11/2008	413.04	
101-5010-431.27-02	05/09/2008	05-0102729-6	03/05-05/06	05-28-2008	11/2008	1,833.11	
601-5060-436.27-02	05/13/2008	05-0155649-2	04/11-05/12	06-02-2008	11/2008	101.55	
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601-5050-436.27-02	05/13/2008	05-0392478-9	04/11-05/12	06-02-2008	11/2008	17.27	
215-6026-452.27-02	05/08/2008	05-0402959-6	03/04-05/05	05-27-2008	11/2008	175.84	
601-5060-436.27-02	05/13/2008	05-0505362-9	04/11-05/12	06-02-2008	11/2008	101.55	
06/19/2008	66589	CDW GOVERNMENT INC	725			3,544.50	
101-1020-411.50-04	06/04/2008	FUJITSU FI-4340C SHTFEDSC	KQF8138	081152	12/2008	3,544.50	
06/19/2008	66590	CHULA VISTA ELECTRIC CO	1859			959.78	
405-1260-513.50-04	05/31/2008	INSTALL QUAD LOCATION OF	201726	081074	11/2008	959.78	
06/19/2008	66591	COLE OFFICE PRODUCTS INC	1400			251.11	
101-5020-432.30-01	05/29/2008	PAPER	278273-0	080595	11/2008	251.11	
06/19/2008	66592	CORPORATE EXPRESS OFFICE	1038			120.06	
101-1210-413.30-01	05/01/2008	OFFICE SUPPLIES	87062021	080095	11/2008	103.67	
101-1210-413.30-01	04/17/2008	10 ROLL PAPER	86713425	080095	10/2008	16.39	
06/19/2008	66593	COUNTY OF SAN DIEGO	1046			1,270.00	
501-1921-419.28-13	05/12/2008	06/30/08-06/30/09 HAZ MAT	HK07-120490	081174	11/2008	1,270.00	
06/19/2008	66594	COX COMMUNICATIONS	1073			179.00	
601-5050-436.21-04	05/31/2008	06/04/08-07/03/08 INTERNE	06-25-2008	080034	11/2008	179.00	

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06/19/2008	66595	D.A.R. CONTRACTORS	1122	347.00
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06/19/2008	66596	DATAQUICK	1134	900.00
101-3020-422.20-06	06/05/2008	JUNE 08 - MAY 09	B1-1273532	081168 12/2008 300.00
101-3070-427.21-04	06/05/2008	JUNE 08 - MAY 09	B1-1273532	081168 12/2008 300.00
101-5020-432.21-04	06/05/2008	JUNE 08 - MAY 09	B1-1273532	081168 12/2008 300.00
06/19/2008	66597	DEPARTMENT OF CORRECTIONS AND	169	2,965.11
101-6020-452.21-04	06/06/2008	APRIL 2008	2798	080386 12/2008 2,965.11
06/19/2008	66598	DESIGNER BOTANICALS	1792	3,141.84
408-1920-519.20-06	06/01/2008	VFW LANDSCAPE PROJECT	2211	081177 12/2008 3,141.84
06/19/2008	66599	DRUG TESTING NETWORK INC	1195	59.95
101-1130-412.21-04	05/30/2008	DMV RECERT FOR MANUEL CAS	36714	F08125 11/2008 59.95
06/19/2008	66600	EAGLE NEWSPAPER	1204	186.25
405-1260-513.20-06	04/10/2008	APRIL 2008 ADVERTISING	39269	080447 10/2008 91.25
504-1924-519.20-06	04/10/2008	APRIL 2008 ADVERTISING	39269	080447 10/2008 95.00
06/19/2008	66601	EHREN KAHLE	1209	70.00
101-3020-422.25-03	06/18/2008	REIMBURSEMENT	167391	12/2008 70.00
06/19/2008	66602	ENVIRO MATRIX ANALYTICAL INC	1691	1,490.00
601-5050-436.21-04	06/02/2008	DRY WEATHER PROGRAM	8060046	080175 12/2008 71.00
601-5050-436.21-04	06/02/2008	DRY WEATHER PROGRAM 05/08	8060047	080175 12/2008 142.00
601-5050-436.21-04	05/23/2008	DRY WEATHER PROGRAM	8050324	080175 11/2008 848.00
601-5050-436.21-04	05/23/2008	DRY WEATHER PROGRAM	8050325	080175 11/2008 429.00
06/19/2008	66603	FABULOUS INVESTMENTS	4	2,025.00
101-0000-221.01-05	06/17/2008	BOND REFUND 169 ELKWOOD	TEP 08-16	12/2008 2,025.00
06/19/2008	66604	FASTENAL	909	218.92
501-1921-419.30-02	05/29/2008	FLEET SUPPLIES	CACHU16724	080073 11/2008 218.92
06/19/2008	66605	FIRE ETC	924	312.48
101-3020-422.25-03	06/10/2008	REDBACK USFBF 9" ZIP-UP	6832	080362 12/2008 182.10
101-3020-422.25-03	01/24/2008	6" SCREEN 69006	1567	080362 10/2008 107.75
101-3020-422.25-03	04/29/2008	AKRON HANDLE/ROLL PINS	5139	080362 10/2008 22.63
06/19/2008	66606	FABRICATION ARTS	900	1,019.38
405-1260-413.20-06	01/31/2008	IB BANNER MOUNT DESIGN	20621	081169 10/2008 1,019.38
06/19/2008	66607	IN LINE PLUMBING CO.	1957	125.00
248-1920-519.20-06	06/12/2008	BINGHAM-CLEAN & GREEN-UPG	06-12-2008	F08127 12/2008 125.00
06/19/2008	66608	INTELLICEPT	1959	6,653.09
101-6040-454.28-01	06/11/2008	CAST BRONZE SEALIFE	10028	081165 12/2008 6,653.09

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT	
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
06/19/2008	66609	KIM A MIKHAEL	1680	135.00	
101-3070-427.20-06	06/14/2008	6/12/08 2ND LEVEL ADMIN C	06-14-2008	F08128 12/2008	135.00
06/19/2008	66610	KIWANIS INTERNATIONAL	639	1,401.46	
245-1240-513.20-06	06/13/2008	1249 8TH ST WINDOWS/REVIT	1249-8TH	081175 12/2008	1,401.46
06/19/2008	66611	KOA CORPORATION	611	1,971.18	
408-1920-519.20-06	04/30/2008	03/17/08-04/13/08	JA64F9XX15	070860 10/2008	1,971.18
06/19/2008	66612	LSW ENGINEERS CALIFORNIA INC	1608	1,275.01	
504-1924-519.20-06	03/31/2007	MARCH 2007	0008640	12/2008	25.01
504-1924-519.20-06	05/31/2007	MAY 2007	0008799	12/2008	1,250.00
06/19/2008	66613	MARIA SMAY-PARKS	4	2,390.00	
101-0000-221.01-05	06/17/2008	BOND REFUND 608 THORN ST	TEP 08-20	12/2008	2,390.00
06/19/2008	66614	MARLOWE & COMPANY	893	3,350.00	
405-1260-413.20-06	06/10/2008	MAY 2008	08-229-06	080887 12/2008	3,350.00
06/19/2008	66615	MCDUGAL LOVE ECKIS &	962	9,093.84	
405-1260-413.20-01	05/30/2008	MAY 2008	05-30-2008	11/2008	535.86
405-1260-413.20-01	05/30/2008	MAY 2008	05-30-2008	11/2008	44.45
101-1220-413.20-01	05/30/2008	MAY 2008	05-30-2008	11/2008	1,122.03
101-1220-413.21-04	05/30/2008	MAY 2008	05-30-2008	11/2008	3,200.68
101-1220-413.21-04	05/30/2008	MAY 2008	05-30-2008	11/2008	260.10
502-1922-419.20-01	05/30/2008	MAY 2008	05-30-2008	11/2008	1,770.13
502-1922-419.20-01	05/30/2008	MAY 2008	05-30-2008	11/2008	590.75
101-1220-413.21-04	05/30/2008	MAY 2008	05-30-2008	11/2008	43.35
101-1220-413.21-04	05/30/2008	MAY 2008	05-30-2008	11/2008	1,526.49
06/19/2008	66616	MIG	1881	2,522.50	
405-1260-413.20-06	05/29/2008	APRIL 2008	0024648	081159 11/2008	560.00
101-1230-562.20-08	05/29/2008	APRIL 2008	0024647	080423 11/2008	1,471.88
405-1260-513.20-06	05/29/2008	APRIL 2008	0024647	080423 11/2008	490.62
06/19/2008	66617	NEXTEL OF CALIFORNIA	1465	1,021.18	
101-1010-411.27-05	04/29/2008	896132755-009 APRIL 08	896132755-009	11/2008	1.67
101-5020-432.27-05	04/29/2008	896132755-009 APRIL 08	896132755-009	11/2008	266.71
101-5020-432.21-25	04/29/2008	896132755-009 APRIL 08	896132755-009	11/2008	655.12
101-3020-422.27-05	04/29/2008	896132755-009 APRIL 08	896132755-009	11/2008	97.68
06/19/2008	66618	NICHOLAS BEST	1876	1,018.93	
101-3020-422.30-02	06/18/2008	STRIKE TEAM EXPENSES	06-13-2008	12/2008	1,018.93
06/19/2008	66619	NICOLE ADAMS	2	25.00	
101-0000-221.01-03	06/12/2008	AIR JUMP DEPOSIT REFUND	5788	12/2008	25.00
06/19/2008	66620	PALOMAR GRADING & PAVING, INC.	1928	171,946.35	
202-5016-531.20-06	04/30/2008	S SEACOAST DR OVERLAY	1	080991 10/2008	171,946.35

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/19/2008	66621	PARTNERSHIP WITH INDUSTRY	1302				1,046.76
101-6040-454.21-04	05/30/2008	PERIOD ENDING 05/31/08	SBG01327	080185	11/2008		1,046.76
06/19/2008	66622	PERVO PAINT CO.	8				601.25
101-5010-431.21-23	06/16/2008	PAINT/SUPPLIES	14516	080136	12/2008		333.81
101-5010-431.21-23	05/28/2008	H/CAP BACKGROUND FOR PAIN	14398	080136	11/2008		267.44
06/19/2008	66623	RBF CONSULTING	1756				136.00
405-1260-513.20-06	05/30/2008	04/01/08-05/02/08	8040511	070418	11/2008		136.00
06/19/2008	66624	SAN DIEGO GAS & ELECTRIC	1399				16,676.39
101-5010-431.27-01	06/06/2008	08831546949 04/30-05/30	06-24-2008		12/2008		30.63
101-3020-422.27-01	06/06/2008	10087869371 04/29-05/29	06-24-2008		12/2008		80.70
101-1910-419.27-01	06/06/2008	10087869371 04/29-05/29	06-24-2008		12/2008		128.34
101-5010-431.27-01	06/06/2008	10088604389 04/25-05/27	06-24-2008		12/2008		91.93
101-3020-422.27-01	06/06/2008	19807697764 04/29-05/29	06-24-2008		12/2008		2,875.54
601-5060-436.27-01	06/06/2008	52635219238 04/25-05/27	06-24-2008		12/2008		5.63
101-6020-452.27-01	06/06/2008	56497714749 04/30-05/30	06-24-2008		12/2008		9.62
101-5010-431.27-01	06/06/2008	56497714749 04/30-05/30	06-24-2008		12/2008		7,235.48
101-5010-431.27-01	06/06/2008	85075178464 04/30-05/30	06-24-2008		12/2008		146.28
601-5060-436.27-01	06/06/2008	85075178464 04/30-05/30	06-24-2008		12/2008		75.34
101-6020-452.27-01	06/06/2008	85075178464 04/30-05/30	06-24-2008		12/2008		1,025.11
601-5060-436.27-01	06/06/2008	85417701270 04/30-05/30	06-24-2008		12/2008		3,907.28
101-5020-432.27-01	06/06/2008	91692992261 04/25-05/27	06-24-2008		12/2008		1,064.51
06/19/2008	66625	SBC DATA COMM	329				4,825.15
101-1920-532.50-04	05/22/2008	CATALYST 3560	276-306765	080993	11/2008		4,825.15
06/19/2008	66626	SMART STAFF	427				1,134.00
101-3020-422.21-01	06/05/2008	ROCHER, J W/E 06/01/08	2839	081000	12/2008		256.50
101-3020-422.21-01	06/10/2008	ROCHER, J W/E 06/08/0	2857	081000	12/2008		330.75
101-3020-422.21-01	05/19/2008	ROCHER, J W/E 05/18/08	2811	081000	11/2008		290.25
101-3020-422.21-01	05/29/2008	ROCHER J W/E 05/25/08	2828	081000	11/2008		256.50
06/19/2008	66627	SONIA GALAVIZ	1786				11.28
101-5020-432.28-04	06/16/2008	MILEAGE REIMBURSMET	2008		12/2008		11.28
06/19/2008	66628	SOUTH BAY COMMUNITY SVCS	472				4,005.00
248-1920-519.20-06	06/11/2008	1360 HEMLOCK/CASA ESTABLE	1	081176	12/2008		4,005.00
06/19/2008	66629	SOUTHWESTERN COLLEGE	492				89.00
101-1020-411.21-01	06/10/2008	DE LOS REYES, 05/05-06/08	0708JUNDELOR	080532	12/2008		89.00
06/19/2008	66630	SWC - CROWN COVE AQUATIC CENTE	1595				45.00
101-3020-422.20-06	04/25/2008	HEARTSAVER AED CARD PROCS	CCAC042408	080329	10/2008		10.00
101-3020-422.20-06	04/25/2008	HEARTSAVER AED CARD PROCS	CCAC042408	080329	10/2008		35.00
06/19/2008	66631	SPRINT	497				505.32
101-1020-411.27-05	04/26/2008	0626824596-7 03/26-04/25	04-26-2008		10/2008		72.77

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101-1230-413.27-05	04/26/2008	0626824596-7	03/26-04/25	04-26-2008	10/2008	82.64
101-3020-422.27-05	04/26/2008	0626824596-7	03/26-04/25	04-26-2008	10/2008	72.16
101-3020-422.27-05	04/26/2008	0626824596-7	03/26-04/25	04-26-2008	10/2008	72.16
503-1923-419.30-02	04/26/2008	0626824596-7	03/26-04/25	04-26-2008	10/2008	133.23
101-5020-432.27-05	04/26/2008	0626824596-7	03/26-04/25	04-26-2008	10/2008	72.36
06/19/2008	66632	STANFORD SIGN & AWNING	1532			4,923.00
408-1920-519.20-06	04/01/2008	MANUFCTR/INSTL CHNNL LETT	08118	080980	10/2008	4,923.00
06/19/2008	66633	VALLEY COAST CONSTRUCTION, INC	1920			24,551.73
210-1235-513.20-06	04/30/2008	TEEPLE/REAMA/SPORTS PKS	00012725	081082	10/2008	22,487.42
210-1235-513.20-06	04/30/2008	TEEPLE/REAMA/SPORTS PKS	00012725	081082	10/2008	2,064.31
06/27/2008	66634	AFLAC	120			434.35
101-0000-209.01-13	06/26/2008	PPE 6/19/08	20080626		12/2008	434.35
06/27/2008	66635	AGRICULTURAL PEST CONTROL	123			95.00
101-6020-452.21-04	05/27/2008	MAY 2008	90990	080156	11/2008	95.00
06/27/2008	66636	ALLIANT INSURANCE SERVICES	1193			2,419.62
101-0000-209.01-13	05/29/2008	PPE 05/22/08	20080529		11/2008	327.20
101-0000-209.01-14	05/29/2008	PPE 05/22/08	20080529		11/2008	538.90
101-0000-209.01-13	06/12/2008	PPE 6/5/08	20080612		12/2008	327.20
101-0000-209.01-14	06/12/2008	PPE 6/5/08	20080612		12/2008	539.71
101-1010-411.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	17.55
101-1020-411.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	36.50
101-1110-412.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	91.27
101-1130-412.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	22.11
101-1210-413.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	53.35
101-1230-413.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	26.33
101-3070-427.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	.70
101-3080-428.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	.70
101-1910-419.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	7.02
101-3010-421.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	12.10
101-3020-422.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	49.51
101-3030-423.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	42.67
101-3040-424.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	24.57
101-5020-432.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	56.16
101-5010-431.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	17.55
101-5040-434.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	3.16
101-6020-452.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	7.02
101-6010-451.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	7.02
101-6040-454.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	17.55
245-1240-413.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	7.02
405-1260-413.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	127.77
405-5030-433.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	7.02
601-5060-436.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	17.55
601-5050-436.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	17.90
501-1921-419.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	7.02
502-1922-419.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	6.63

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
503-1923-419.11-04	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	23.16
101-0000-209.01-14	06/01/2008	JUNE 2008 LIFE/VOULNTARY	06-01-2008		12/2008	20.30-
06/27/2008	66637	CALIFORNIA REDEVELOPMENT ASSO	658			4,140.00
405-1260-413.28-12	06/23/2008	CRA ANNUAL DUES	2338 2008-09	081185	12/2008	4,140.00
06/27/2008	66638	CHULA VISTA ELECTRIC CO	1859			3,303.22
405-1260-513.50-04	06/13/2008	INSTALL ONE QUAD WATER TR	201741	081074	12/2008	303.22
601-5060-536.20-06	06/13/2008	INSTALL ONE QUAD WATER TR	201741	081074	12/2008	3,000.00
06/27/2008	66639	CITY OF CHULA VISTA	823			11,608.16
101-3050-425.21-04	06/12/2008	MAY 2008 ANIMAL CONTROL	AR124924	081181	12/2008	11,608.16
06/27/2008	66640	CLEAN HARBORS	913			1,431.00
101-5040-434.21-04	06/03/2008	JUNE 2008	6Y0838892	080172	12/2008	1,431.00
06/27/2008	66641	COLONIAL LIFE & ACCIDENT	941			128.43
101-0000-209.01-13	06/26/2008	PPE 6/19/08	20080626		12/2008	128.43
06/27/2008	66642	CONSTRUCTION RESIDUE RECYCLING	1009			160.00
101-5010-431.29-04	05/31/2008	BOBTAIL	2016	080149	11/2008	120.00
101-5010-431.29-04	05/31/2008	BOBTAIL	2017	080149	11/2008	40.00
06/27/2008	66643	CORPORATE EXPRESS OFFICE	1038			428.58
101-1210-413.30-01	04/15/2008	OFFICE SUPPLIES	86646854	080095	10/2008	428.58
06/27/2008	66644	CREATIVE BENEFITS INC FSA	1108			310.50
101-0000-209.01-11	06/26/2008	PPE 6/19/08	20080626		12/2008	310.50
06/27/2008	66645	CULLIGAN WATER CO. OF SAN DIEG	1112			18.95
101-1210-413.30-02	06/17/2008	JULY 2008	00662037	080186	12/2008	18.95
06/27/2008	66646	DATA CAREERS PERSONNEL SERVICE	1839			225.00
503-1923-419.21-01	06/09/2008	ALLISON, R W/E06/08/08	8833	080183	12/2008	225.00
06/27/2008	66647	DLA PRINTING & PROMO'S	1178			288.47
101-1210-413.28-11	06/18/2008	AP VOUCHERS	5753	080370	12/2008	288.47
06/27/2008	66648	EYE/COMM	1891			1,367.80
101-1920-419.21-04	06/27/2008	POSTAGE-SUMMER '08	30593		12/2008	683.90
405-1260-413.20-06	06/25/2008	POSTAGE - SUMMER '08	30593		12/2008	683.90
06/27/2008	66649	FABRICATED CONCEPTS	1853			2,889.68
408-1920-519.20-06	06/23/2008	FACADE IMPVMNT-VFW SIGNS	IB-1003	080880	12/2008	2,669.50
408-1920-519.20-06	06/23/2008	VFW BUILDING MODIFICATION	IB-1004	081182	12/2008	220.18
06/27/2008	66650	I B FIREFIGHTERS ASSOCIATION	214			222.00
101-0000-209.01-08	06/26/2008	PPE 6/19/08	20080626		12/2008	222.00
06/27/2008	66651	ICMA RETIREMENT TRUST 457	242			6,098.57
101-0000-209.01-10	06/26/2008	PPE 6/19/08	20080626		12/2008	6,098.57

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
06/27/2008	66652	IMPERIAL BEACH CHAMBER OF COMM	1505		350.00
101-1110-412.29-04	05/19/2008	2008 GOLD CHAMBER SPONSOR	4937	081156 11/2008	350.00
06/27/2008	66653	IMS INFRASTRUCTURE MANAG. SERV	1954		4,665.00
101-5010-431.20-06	06/13/2008	PAVEMENT CONDITION ASSESS	13107-5	081151 12/2008	4,665.00
06/27/2008	66654	INTERSTATE BATTERY OF SAN DIEG	388		250.61
501-1921-419.28-16	06/16/2008	31-MHD	680017958	080081 12/2008	97.55
501-1921-419.28-16	06/04/2008	MT-59	680017812	080081 12/2008	76.53
501-1921-419.28-16	06/19/2008	MT-75	649000728	080081 12/2008	76.53
06/27/2008	66655	JANET L. MIGUEL	1970		53.33
101-3030-423.25-03	06/13/2008	UNIFORM REIMBURSMENT	001-083-950-484	12/2008	53.33
06/27/2008	66656	LLOYD PEST CONTROL	814		286.00
101-1910-419.20-22	05/08/2008	MAY 2008 SPORTS PARK	1585274	080174 11/2008	45.00
101-1910-419.20-22	05/09/2008	MAY 2008 CITY HALL	1599487	080174 11/2008	31.00
101-1910-419.20-22	05/09/2008	MAY 2008 FIRE DEPARTMENT	1599488	080174 11/2008	31.00
101-1910-419.20-22	05/09/2008	MAY 2008 SHERIFF DEPT	1599766	080174 11/2008	31.00
101-1910-419.20-22	05/09/2008	MAY 2008 SENIOR CTR	1599860	080174 11/2008	47.00
101-1910-419.20-22	05/12/2008	MAY 2008 PW DEPT	1588123	080174 11/2008	47.00
101-1910-419.20-22	05/13/2008	MAY 2008 LG STATION	1588601	080174 11/2008	54.00
06/27/2008	66657	MCDUGAL LOVE ECKIS &	962		8,227.00
101-1220-413.20-01	05/30/2008	MAY 08 RETAINER	05-30-2008	080167 11/2008	8,227.00
06/27/2008	66658	MYERS TIRE SUPPLY DIST.	1095		201.27
501-1921-419.30-02	06/13/2008	CEMENT/OIL/WEIGHTS COATED	83803467	080088 12/2008	201.27
06/27/2008	66659	NEXTEL OF CALIFORNIA	1465		1,044.00
101-1010-411.27-05	05/29/2008	896132755 04/26-05/25/08	896132755-010	11/2008	125.72
101-5020-432.27-05	05/29/2008	896132755 04/26-05/25/08	896132755-010	11/2008	265.51
101-5020-432.21-25	05/29/2008	896132755 04/26-05/25/08	896132755-010	11/2008	555.33
101-3020-422.27-05	05/29/2008	896132755 04/26-05/25/08	896132755-010	11/2008	97.44
06/27/2008	66660	PACIFIC SAFETY COUNCIL	1275		8.89
101-5020-432.28-04	06/16/2008	SAFETY VIDEOS	65012	080706 12/2008	8.89
06/27/2008	66661	PARTNERSHIP WITH INDUSTRY	1302		1,120.71
101-6040-454.21-04	06/13/2008	PERIOD ENDING 06/15/2008	SBG01335	080185 12/2008	1,120.71
06/27/2008	66662	PERVO PAINT CO.	8		646.07
101-5010-431.21-23	06/19/2008	PAINT	14557	080136 12/2008	646.07
06/27/2008	66663	PREFERRED BENEFIT INS ADMIN IN	37		2,214.39
101-0000-209.01-12	05/29/2008	PPE 05/22/08	20080529	11/2008	1,116.70
101-0000-209.01-12	06/12/2008	PPE 6/5/08	20080612	12/2008	1,107.31
101-0000-209.01-12	06/01/2008	JUNE 08 PREMIUM	CP5168	12/2008	9.62-
06/27/2008	66664	PROTECTION SERVICE IND	69		264.18
601-5060-436.20-23	05/14/2008	JUNE 2008	67242213	080181 11/2008	264.18

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
06/27/2008	66665	PRUDENTIAL OVERALL SUPPLY	72	705.09	
101-5020-432.25-03	06/04/2008	06/04/08 PW UNIFORMS	8254138	080180 12/2008	168.86
101-5020-432.25-03	06/11/2008	06/11/08 PW UNIFORMS	8280120	080180 12/2008	198.51
101-5020-432.25-03	06/18/2008	UNIFORMS 06/18/08	8306172	080180 12/2008	168.86
101-5020-432.25-03	06/25/2008	UNIFORMS 06/25/08	8332097	080180 12/2008	168.86
06/27/2008	66666	RANCHO AUTO & TRUCK PARTS	1685	650.85	
501-1921-419.28-16	06/05/2008	BRAKE PARTS	11468	080152 12/2008	37.07
501-1921-419.28-16	06/05/2008	FILTERS/MOTOR OIL	11489	080152 12/2008	60.02
501-1921-419.28-16	06/05/2008	WIX FILTERS	11511	080152 12/2008	11.38
501-1921-419.28-16	06/11/2008	BW CBE7 MODULE	12315	080152 12/2008	63.94
501-1921-419.28-16	06/11/2008	TRANSMISSION FILTER	12324	080152 12/2008	15.85
501-1921-419.28-16	06/13/2008	WIX FILTERS	12622	080152 12/2008	63.84
501-1921-419.28-16	06/16/2008	MINI BLADE 5PK CARD	12906	080152 12/2008	6.66
501-1921-419.28-16	06/16/2008	321-689A	12954	080152 12/2008	285.05
501-1921-419.30-02	06/19/2008	ANTIFREEZE/FILTERS/SPARK	13370	080152 12/2008	107.04
06/27/2008	66667	RECON NATIVE PLANTS, INC.	1944	1,159.26	
601-5060-436.30-02	05/01/2008	PLANTS FOR SEACOAST PROJE	3075	081059 11/2008	1,498.21
601-5060-436.30-02	05/15/2008	RTD PLANTS SEACOAST PROJE	3075C	081059 11/2008	338.95-
06/27/2008	66668	AUDITOR AND CONTROLLER-COUNTY	279	801.00	
101-3010-421.21-04	06/23/2008	PARKING PENALTY ASSESSMNT	05/06	12/2008	801.00
06/27/2008	66669	SEA BREEZE ELECTRIC	1969	1,650.00	
248-1920-519.20-06	06/24/2008	CLEAN & GREEN/KELLY TRACE	06-24-2008	081184 12/2008	1,650.00
06/27/2008	66670	SEIU LOCAL 221	1821	1,517.11	
101-0000-209.01-08	06/26/2008	PPE 6/19/08	20080626	12/2008	1,517.11
06/27/2008	66671	SKS INC.	412	17,566.35	
501-1921-419.28-15	06/04/2008	1,067 GALLONS REG FUEL	1219147-IN	080151 12/2008	4,860.28
501-1921-419.28-15	06/09/2008	800 GALLONS REG FUEL	1219227-IN	080151 12/2008	3,654.85
501-1921-419.28-15	06/13/2008	1,003 GALLONS REG FUEL	1219371-IN	080151 12/2008	4,547.66
501-1921-419.28-15	06/18/2008	999.2 GALLONS REG FUEL	1219466-IN	080151 12/2008	4,503.56
06/27/2008	66672	SOUTH WEST SIGNAL	488	150.00	
101-5010-431.21-04	05/31/2008	MAY 2008	48231	080148 11/2008	150.00
06/27/2008	66673	SOUTHWESTERN COLLEGE	492	100.94	
601-5050-436.21-04	06/10/2008	AGUIRRE, C 05/05-06/08/08	0708JUNAGUIC	081078 12/2008	100.94
06/27/2008	66674	SPRINT	1966	499.20	
101-1020-411.27-05	05/29/2008	527638813 04/26-04/25	527638813-006	11/2008	72.59
101-1230-413.27-05	05/29/2008	527638813 04/26-04/25	527638813-006	11/2008	88.64
101-3020-422.27-05	05/29/2008	527638813 04/26-04/25	527638813-006	11/2008	72.59
101-3020-422.27-05	05/29/2008	527638813 04/26-04/25	527638813-006	11/2008	72.59
503-1923-419.30-02	05/29/2008	527638813 04/26-04/25	527638813-006	11/2008	119.66
101-5020-432.27-05	05/29/2008	527638813 04/26-04/25	527638813-006	11/2008	73.13

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
06/27/2008	66675	UNITED WAY OF SAN DIEGO COUNTY	1483				25.00
101-0000-209.01-09	06/26/2008	PPE 6/19/08		20080626		12/2008	25.00
06/27/2008	66676	VISION PLAN OF AMERICA	785				213.46
101-0000-209.01-18	05/29/2008	PPE 05/22/08		20080529		11/2008	101.78
101-0000-209.01-18	06/12/2008	PPE 6/5/08		20080612		12/2008	101.78
101-1920-419.29-04	06/01/2008	JULY 2008 PREMIUM VISION		06-20-2008		12/2008	10.00
101-0000-209.01-18	06/01/2008	JULY 2008 PREMIUM VISION		06-20-2008		12/2008	.10-
06/27/2008	66677	YMCA CAMP SURF	867				600.00
101-1110-412.29-04	05/07/2008	SPONSOR CITY TABLE		05-07-2008	081173	11/2008	600.00
06/27/2008	66678	ZUMAR INDUSTRIED INC.	875				2,522.91
101-5010-431.21-23	06/10/2008	SCHOOL ZONE SIGNS		0105818	080141	12/2008	84.05
101-5010-431.21-23	06/24/2008	CREDIT FOR OVER PAYMENT		0106141	080141	12/2008	1,923.07-
101-5010-431.21-23	06/25/2008	STREET SIGNS		0106193	080141	12/2008	1,034.40
101-5010-431.21-23	05/20/2008	PARKING SIGNS		0105337	080141	11/2008	67.88
101-5010-431.21-23	04/18/2008	STREET SIGNS		0104507	080141	10/2008	112.06
101-5010-431.21-23	04/29/2008	STREET SIGNS		0104746	080141	10/2008	3,147.59
07/03/2008	66679	ADT SECURITY SERVICES, INC.	103				66.07
101-6010-451.21-04	06/07/2008	JULY 2008		73492658	080021	12/2008	66.07
07/03/2008	66680	ALTERNATIVE ENERGY TECHNOLOGIE	1971				9,427.86
248-1920-519.20-06	06/27/2008	SPR225 SOLAR SYS DESIGN/E		7022955CI	090001	01/2009	9,427.86
07/03/2008	66681	ARROWHEAD MOUNTAIN SPRING WATE	1340				89.30
101-1010-411.30-02	06/24/2008	05/21/08-06/20/08		08F0025324922	080018	12/2008	74.60
101-5020-432.30-02	06/24/2008	JUNE 2008		08F0026726646	080213	12/2008	14.70
07/03/2008	66682	BDS ENGINEERING INC	372				14,552.50
202-5016-531.20-06	06/19/2008	05/01-05/27/08 S SEACOAST		07-38D	080618	12/2008	3,802.50
202-5016-531.20-06	06/19/2008	4/30-5/14 '08 SLURRY SEAL		08-20	081109	12/2008	10,750.00
07/03/2008	66683	CALIFORNIA CD IMAGING CTR	621				518.00
101-1020-411.21-04	06/02/2008	COPIED CD'S		2008039	081248	12/2008	518.00
07/03/2008	66684	CDW GOVERNMENT INC	725				631.57
503-1923-419.30-02	06/30/2008	ULTRIUM13 CLEANING CART		LDS1010	081244	12/2008	72.27
503-1923-419.28-13	06/30/2008	SYM GHOST		LDS0734	081245	12/2008	559.30
07/03/2008	66685	CITI BANK	1				400.36
101-0000-209.01-03	06/27/2008	5424180744108298 MCGRANE,		88750B		12/2008	400.36
07/03/2008	66686	COX COMMUNICATIONS	1073				179.00
503-1923-419.21-04	06/22/2008	JUNE 08 CITYWIDE INTERNET		07-16-2008	080034	12/2008	179.00
07/03/2008	66687	DESIGNER BOTANICALS	1792				5,282.58
408-1920-519.20-06	06/27/2008	RDA EBONY PLAZA-FINAL PYM		2213	080982	12/2008	5,282.58

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07/03/2008	66688	DG LANDSCAPE	1167	10,446.24	
101-5010-431.21-04	06/01/2008	MAY 2008	838	080258 12/2008	1,875.00
101-5010-431.21-04	07/01/2008	JUNE 2008	849	080258 12/2008	1,875.00
101-5010-431.21-04	05/01/2008	APRIL 2008	824	080258 11/2008	1,875.00
101-5010-431.29-04	01/25/2008	PLANT MATERIAL/LABOR	795	080298 10/2008	434.46
101-5010-431.29-04	01/01/2008	PLANT MATERIAL/LABOR	794	080437 10/2008	434.46
101-5010-431.29-04	01/01/2008	PLANT MATERIAL/LABOR	796	080437 10/2008	352.32
101-5010-431.21-04	04/01/2008	MARCH 2008	818	080258 10/2008	1,875.00
101-6020-452.21-01	04/26/2008	WEED CONTROL PARKS	823	080303 10/2008	1,725.00
07/03/2008	66689	EDAW, INC	1804	4,534.61	
405-1260-513.20-06	06/19/2008	04/26/2008-05/23/2008	1457014	080317 12/2008	4,534.61
07/03/2008	66690	EDCO DISPOSAL CORPORATION	1205	319.26	
206-6025-552.20-06	04/30/2008	ACCT # 16-MI 270802	04-30-2008	081243 10/2008	319.26
07/03/2008	66691	FASTSIGNS	1847	9,594.10	
408-1920-519.20-06	06/30/2008	600 PALM FACADE IMPRVMT	NC237-15797	081155 12/2008	4,859.06
408-1920-519.20-06	06/30/2008	600 PALM FACADE IMPRVMTS	NC237-15798	081155 12/2008	4,735.04
07/03/2008	66692	FIRST ELECTRONIC BANK	1	1,023.61	
101-0000-209.01-03	06/07/2008	5049261011325313 GARCIAS,	16636059	12/2008	1,023.61
07/03/2008	66693	GREGORY J SMITH, COUNTY ASSESS	1064	125.00	
101-1920-419.29-04	04/01/2008	JAN-MAR 08 MPR EXTRACT FE	2008002	080433 10/2008	125.00
07/03/2008	66694	JESSOP & SON LANDSCAPING	479	2,960.90	
101-6010-451.21-04	06/23/2008	JUNE 2008	388310	080201 12/2008	2,960.90
07/03/2008	66695	KOA CORPORATION	611	16,285.64	
408-1920-519.20-06	05/31/2008	04/14/08-05/25/05 ECO BIK	JA64F9XX16	070860 11/2008	16,285.64
07/03/2008	66696	MICHAL PIASECKI CONSULTING	1795	450.00	
101-1210-413.20-06	07/01/2008	JUNE 2008 FINANCE DEPT	61	080178 12/2008	180.00
101-3060-426.20-06	01/31/2008	JAN 08 PS DEPT	37	080178 10/2008	90.00
101-3020-422.20-06	03/04/2008	FEB 08 PS DEPT	43	080178 10/2008	180.00
07/03/2008	66697	MIKE MCGRANE	1939	296.37	
101-0000-209.01-03	06/05/2008	COMPUTER LOAN PROGRAM	88750B	12/2008	201.00
101-1210-413.28-04	06/25/2008	CITY QUARTERLY POTLUCK	07-02-2008	12/2008	95.37
07/03/2008	66698	PERVO PAINT CO.	8	1,326.83	
101-5010-431.21-23	06/26/2008	PAINT & SUPPLIES	14611	080136 12/2008	310.21
101-5010-431.21-23	06/27/2008	PAINT SUPPLIES	14614	080136 11/2008	1,016.62
07/03/2008	66699	POSTINI, INC	1646	1,509.02	
503-1923-419.20-06	06/05/2008	JUNE 2008	474065	080247 12/2008	294.00
503-1923-419.28-13	06/05/2008	JUNE 2008	474065	080247 12/2008	440.91
503-1923-419.20-06	05/05/2008	MAY 2008	454625	080247 11/2008	294.00

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503-1923-419.28-13	05/05/2008	MAY 2008	454625	080247 11/2008 480.11
07/03/2008 66700	PROTECTION ONE	69		264.18
601-5060-436.20-23	06/15/2008	JULY 2008	67731302	080181 12/2008 264.18
07/03/2008 66701	QWIK PRINTS	1622		200.00
101-1130-412.21-04	06/03/2008	MAY 2008	081551547	080022 12/2008 200.00
07/03/2008 66702	AUDITOR AND CONTROLLER-COUNTY	279		1,726.00
101-3010-421.21-04	07/01/2008	JULY 2006 PARKING PENALTY	07/06	12/2008 1,726.00
07/03/2008 66703	AUDITOR AND CONTROLLER-COUNTY	279		1,277.50
101-3010-421.21-04	07/01/2008	JUNE 2006 PARKING PENALTY	06/06	12/2008 1,277.50
07/03/2008 66704	SHARP REES-STEALY MEDICAL CNTR	390		522.00
101-1130-412.21-04	06/14/2008	CONDON, D	201	080029 12/2008 69.00
101-3030-423.21-04	06/14/2008	SYLVIA, H	201	080256 12/2008 39.00
101-3030-423.21-04	06/14/2008	MIGUEL, J	201	080256 12/2008 69.00
101-3030-423.21-04	06/14/2008	HOLMES, R	201	080256 12/2008 69.00
101-3030-423.21-04	06/14/2008	HERNANDEZ, EDGAR	201	080256 12/2008 69.00
101-3030-423.21-04	06/14/2008	FIERO, DUSTIN	201	080256 12/2008 69.00
101-3030-423.21-04	06/14/2008	DODDS, LEE	201	080256 12/2008 69.00
101-3030-423.21-04	06/14/2008	ARIZALA, JENNIFER	201	080256 12/2008 69.00
07/03/2008 66705	SIMPLEX GRINNELL LP	408		7,512.00
504-1924-519.20-06	05/14/2008	5 YEAR REPAIRS	63474298	080883 11/2008 7,512.00
07/03/2008 66706	SUNGARD PUBLIC SECTOR INC.	1370		1,200.00
101-1920-419.20-06	06/20/2008	PT 2008-2910 MOD 50%	882564	081247 12/2008 1,200.00
07/03/2008 66707	UNDERGROUND SERVICE ALERT OF	731		46.50
601-5060-436.21-04	07/01/2008	JUNE 2008	620080306	080189 12/2008 46.50
07/03/2008 66708	UNION TRIBUNE	738		335.60
101-1130-412.28-07	06/05/2008	MAY 2008	06-05-2008	080217 11/2008 335.60
07/03/2008 66709	VALLEY COAST CONSTRUCTION, INC	1920		175,347.99
210-1235-513.20-06	06/13/2008	TEEPLE/REAMA/SPORTS PKS	00012730	081082 12/2008 31,269.27
210-1235-513.20-06	06/13/2008	TEEPLE/REAMA/SPORTS PKS	00012730	081082 12/2008 137,098.51
210-1235-513.20-06	06/13/2008	TEEPLE/REAMA/SPORTS PKS	00012730	081082 12/2008 6,980.21
07/03/2008 66710	WEST GROUP CTR	826		118.63
101-1020-411.28-14	06/01/2008	MAY 2008 INFO CHARGES	816094043	080434 12/2008 118.63
07/03/2008 66711	ZONDIROS CORPORATION	1390		85,299.30
601-5060-536.20-06	06/18/2008	PUMP STATION 3 UPGRADES	1	080992 12/2008 85,299.30
07/03/2008 66712	CRAIG WEAVER	1088		1,000.00
101-3020-422.30-02	07/03/2008	STRIKE TEAM TRVL EXPENSES	07-03-2008	01/2009 1,000.00

DATE RANGE TOTAL * 825,635.40 *



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: JULY 16, 2008
ORIGINATING DEPT.: JACQUELINE M. HALD, CITY CLERK

SUBJECT: RESOLUTION NO. 2008-6656 – PROFESSIONAL SERVICES AGREEMENT WITH MME EVENT PRODUCTIONS, INC. (MME) FOR PLANNING OF CITY CONCERT EVENT AND RESOLUTION NO. 2008-6658 – APPROVING AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FINANCIAL ASSISTANCE FOR THE 2008 ANNUAL CONCERT EVENT

BACKGROUND:

Through the Port of San Diego's Financial Assistance Program, the Port of San Diego gives back to the community and supports the many activities and organizations that make San Diego Bay vibrant and thriving. The goal of the Financial Assistance Program is to provide funding to organizations that promote recreation, commerce, navigation and fisheries along the tidelands of San Diego Bay and the five member cities.

On January 16, 2008, the City Council of the City of Imperial Beach authorized the City Manager to execute an application for the 2008-2009 Port of San Diego Financial Assistance Program in the amount of \$30,000 for the City's 2008 Annual Concert event. On April 8, 2008, the San Diego Unified Port District Board approved the funding request.

DISCUSSION:

In order to receive the approved funding for the 2008 Annual Concert event, it is necessary to execute and submit the attached agreement between the San Diego Unified Port District and the City of Imperial Beach.

In preparing for this year's concert event, a professional event coordinator is needed to plan and execute the City's annual concert event due to the ever-increasing complexity and magnitude of the event and staff's workload. With a proven track record in event planning, staff recommends MME Event Productions, Inc. for planning and coordination of this year's concert event. An agreement to secure and book talent was previously executed due to the limited time frame, as there was an urgent need to secure the bands.

FISCAL ANALYSIS:

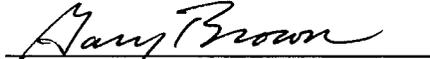
Funding for this event, including the cost of obtaining the services of MME, is being provided by the Port of San Diego through their financial assistance program. This assistance will be supplemented by donations to be solicited from local businesses. The net impact on the general fund is expected to be negligible.

DEPARTMENT RECOMMENDATION:

1. Adopt Resolution No. 2008-6658 authorizing the City Manager to execute an agreement with the San Diego Unified Port District for financial assistance in the amount of \$30,000 for the 2008 Annual Concert.
2. Adopt Resolution No. 2008-6656 authorizing the City Manager to execute an agreement for professional services between the City of Imperial Beach and MME Event Productions, Inc. for an amount not to exceed \$30,455.00, plus certain, incidental expenses, with prior authorization from the City and ratifying the agreement authorization to book talent.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6658
2. Resolution No. 2008-6656
3. Agreement with Port of San Diego
4. Agreement with MME

RESOLUTION NO. 2008-6658

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FUNDING ASSISTANCE FOR THE 2008 ANNUAL CONCERT EVENT

WHEREAS, on January 16, 2008, the City Council of the City of Imperial Beach authorized the City Manager to execute an application for the 2008-2009 Port of San Diego Financial Assistance Program in the amount of \$30,000 for the City's 2008 Annual Concert event. ; and

WHEREAS, on April 8, 2008, the San Diego Unified Port District Board approved the funding request; and

WHEREAS, in order to receive the approved funding for the 2008 Annual Concert event, it is necessary to execute and submit an agreement between the San Diego Unified Port District and the City of Imperial Beach; and

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

1. The City Manager is authorized to execute an agreement with the San Diego Unified Port District for financial assistance in the amount of \$30,000 for the 2008 Annual Concert.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of July 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2008-6658 – A Resolution of the City Council of the City of Imperial Beach, California, AUTHORIZING AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FUNDING ASSISTANCE FOR THE 2008 ANNUAL CONCERT EVENT.

CITY CLERK

DATE

RESOLUTION NO. 2008-6656

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MME EVENT PRODUCTIONS, INC. (MME) FOR PLANNING OF CITY CONCERT EVENT

WHEREAS, on January 16, 2008, the City Council of the City of Imperial Beach authorized the City Manager to execute an application for funding assistance from the Port of San Diego in the amount of \$30,000; and

WHEREAS, on April 8, 2008, the Board of Port Commissioners approved the funding request; and

WHEREAS, based on the ever-increasing complexity and magnitude of the event and staff's workload, a professional event coordinator is needed to plan and execute the City's annual concert event; and

WHEREAS, with a proven track record in event planning, MME Event Productions, Inc. is recommended for planning and coordination of this year's concert event; and

WHEREAS, an agreement to secure and book talent was previously executed due to the limited time frame, as there was an urgent need to secure the bands

WHEREAS, funding for this event, including the cost of obtaining the services of MME, is being provided by the Port of San Diego through their financial assistance program. This assistance will be supplemented by donations to be solicited from local businesses. The net impact on the general fund is expected to be negligible.

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

1. the City Manager is authorized to execute an agreement for professional services between the City of Imperial Beach and MME Event Productions, Inc. for an amount not to exceed \$30,455.00, plus certain incidental expenses, with prior written authorization from the City and
2. the agreement authorization to book talent is ratified.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of June 2007, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Resolution No. 2008-6656 – A Resolution of the City Council of the City of Imperial Beach, California, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MME EVENT PRODUCTIONS, INC. FOR ONGOING PLANNING OF CITY CONCERT EVENT.

CITY CLERK

DATE

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CITY OF IMPERIAL BEACH
for
ANNUAL CONCERT EVENT**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT (District), a public corporation and CITY OF IMPERIAL BEACH, (Service Provider) a municipal corporation located in Imperial Beach, California.

Whereas, the District desires to enter into a service agreement (Agreement) with Service Provider to promote the District at Service Provider's event as set forth below.

The parties agree to the following:

1. **SCOPE OF SERVICES:** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services as requested by District. Service Provider shall keep the Executive Director of the District or his designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT:** This Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2009, subject to earlier termination as provided below.
3. **COMPENSATION:** For performance of promotional services rendered pursuant to this Agreement, District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - 3.1 **Maximum Expenditure.** District shall pay Service Provider a lump sum fee of \$30,000.00 for a maximum expenditure under this Agreement not to exceed \$30,000.00. Said expenditure shall include without limitation all

sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended.

4. **RECORDS:** In accordance with generally accepted accounting principles, Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.

Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS:** It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE:** In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply

with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

Service Provider shall comply with all Federal and State laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS:** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.

8. **ASSIGNMENT:** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance.

9. **INDEMNIFICATION:**

9.1 **Indemnification for Non-Professional Services:** To the fullest extent provided by law with respect to all liability except liability for Professional Services, covered under Section 9.2, the Service Provider agrees to defend, indemnify, protect and hold harmless District, its agents, officers and employees, from and against any claim, demand, action, proceeding, suit or liability for damages, costs (including reasonable attorneys' fees) or expenses for damages to property or the loss of use thereof or injuries or death to any person (including Service Provider's employees), caused by, arising out of or related to the performance of, Service Provider as provided in the Scope of Services, or failure to act by Service Provider, its officers, agents, and employees. The Service Provider's duty to defend,

indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of District, its agents, officers, or employees.

The Service Provider further agrees that the indemnification, including the duty to defend District, requires the Service Provider to pay reasonable attorneys' fees and costs District incurs that are associated with enforcing the indemnification provision, and defending any claims, demands, or liabilities arising from the services of the Service Provider performed pursuant to this Agreement.

District may, at its own election, conduct its defense, or participate in the defense of any claim demand related in any way to the Agreement. If District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any claim, demand or liability related to Service Provider's Scope of Services, the Service Provider agrees to pay the reasonable value of attorneys' fees and all of District's costs associated with its defense.

- 9.2 Indemnification for Professional Services:** To the fullest extent provided by law, the Service Provider agrees to defend, indemnify, protect and hold harmless District, its agents, officers and employees from and against any and all claims, demands, liability for any damages, costs (including reasonable attorneys' fees and costs), or expenses, arising from the actions or omissions of the Service Provider as provided in the Scope of Services. The Service Provider's duty to defend, indemnify, protect, and hold harmless shall not include any claims or liabilities arising from the active negligence, sole negligence or willful misconduct of District, its agents, officers, or employees.

The Service Provider further agrees that the indemnification, including the duty to defend District, requires the Service Provider to pay reasonable attorneys' fees and costs District incurs that are associated with enforcing the indemnification provision, and defending any claims, demands, or liabilities arising from the services of the Service Provider performed pursuant to this Agreement.

District may, at its own election, conduct its defense, or participate in the defense of any claim or demand related in any way to the Agreement. If District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any claim, demand or liability related to the Scope of Services, the Service Provider agrees to pay the reasonable value of attorneys' fees and all of District's costs associated with its defense.

10. INSURANCE REQUIREMENTS: Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

10.1 Commercial General Liability (including, without limitation, Contractual Liability, Personal and Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001 with limits no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.

A. The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.

- B. The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance).

- C. The coverage provided to the District, as an additional insured, shall be primary.

Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than two million dollars (\$2,000,000) per accident for bodily injury and property damage.

Worker's Compensation in statutory required limits and Employer's Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. This policy shall be endorsed to include a waiver of subrogation endorsement.

Professional Liability Insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

- A. At the end of the agreement period, Consultant shall maintain, at it's own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement

- B. Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.

- C. All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in the form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such certificates shall indicate that the insurer must notify District in writing at least 30 days in advance of any change in, or cancellation of, coverage. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the fact of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

- 11. ACCURACY OF SERVICES:** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.

- 12. INDEPENDENT CONTRACTOR:** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

- 13. ADVICE OF COUNSEL:** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation

and performance of this Agreement shall be governed by the laws of the State of California.

- 14. INDEPENDENT REVIEW:** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
- 15. INTEGRATION AND MODIFICATION:** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
- 16. OWNERSHIP OF RECORDS:** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person

or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.

- 17. TERMINATION:** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.
- 18. DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.

If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration

Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

- 19. PAYMENT BY DISTRICT:** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the

Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. CAPTIONS: The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

21. EXECUTIVE DIRECTOR'S SIGNATURE: It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

21.1 Submit all correspondence, including invoices, regarding this Agreement, including Insurance Certificates and Endorsements to:

Irene McCormack, Director
Communications and Governmental Affairs
San Diego Unified Port District
P.O. Box 120488

San Diego, CA 92112-0488
Tel: 619-686-6551
Fax: 619-686-6373
Email: thunter@portofsandiego.org

21.2 The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Gary Brown, CEO
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Tel: 619-423-8616
Fax:619-628-1395
Email: jhald@cityofib.org

21.3 Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

NAME OF FIRM

Irene McCormack, Director
Communications and Governmental Affairs

Gary Brown, CEO
City of Imperial Beach

PORT ATTORNEY

ATTACHMENT A
SCOPE OF SERVICES
San Diego Unified Port District

Service Provider - through its program or event – will promote District and/or commerce, navigation, recreation, fisheries and tenant businesses on the District tidelands. This will be accomplished in the following manner:

- Conduct the Annual Concert Event at Pier Plaza on September 6, 2008
- Recognize District as a sponsor of the Annual Concert Event through:
 - Mention in the City of Imperial Beach newsletter and website as well as on calendar releases, event releases, media advisory, display ads, and post-event stories that are sent to the media promoting the event
 - Logo display on event posters displayed throughout Imperial Beach and other areas of the South Bay
 - Logo display and mention on a banner at the Dempsey Holder Safety Center adjacent the event venue

**EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District**

ONLY THIS CERTIFICATE OF INSURANCE WILL BE ACCEPTED

By signing this form, the authorized agent or broker *certifies* the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's Agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage noted on page 2 of this certificate.
- (3) Signed copies of *all* endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

**Return this form to: San Diego Unified Port District
Attn: Linda Wikstrom, Audit, Risk Management & Safety
P. O. Box 120488, San Diego, CA 92112-0488
FAX: 866-875-1993**

Name and Address of Insured (Contractor or Vendor)			SDUPD Agreement Number _____ This certificate applies to all operations of named insureds property in connection with all Agreements between the District and Insured.		
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS	
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____	
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____	
	Workers Compensation – Statutory Employer's Liability		Commencement Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____	
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: _____ Expiration Date: _____	Each Claim \$ _____	
	Excess/Umbrella Liability		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____	
CO LTR	COMPANIES AFFORDING COVERAGE			BEST'S RATING	
A					
B					
C					
D					
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or Better unless Approved in Writing by the District.					
Name and Address of Authorized Agent(s) or Broker(s)			E-Mail Address: _____		
			Phone: _____ Fax Number: _____		
			Signature of Authorized Agent(s) or Broker(s) _____		
			Date: _____		

**SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written Agreements, contracts and leases with the San Diego Unified Port District and/or any and all activities or work performed on district premises		

All written Agreements, contracts, and leases with the San Diego Unified Port District and/or any and all activities or work performed on District owned premises.

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
4. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation, change in coverage, reduction of limits or non-renewal. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, Agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION,
LIMIT REDUCTIONS, AND CHANGES IN COVERAGE TO:**

**San Diego Unified Port District
Audit, Risk Management & Safety
P.O. Box 120488
San Diego, CA 92112-0488**

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF IMPERIAL BEACH AND
MME Event Productions, Inc. (MME) FOR CONTRACT SERVICES

ATTACHMENT 4

AGREEMENT MADE this _____ day of _____, 2008, by and between the CITY OF IMPERIAL BEACH, hereinafter referred to as "CITY," and MME Event Productions, Inc. (MME), hereinafter referred to as "CONSULTANT";

WHEREAS, CITY desires to employ a CONSULTANT to furnish professional services; and

WHEREAS, CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

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

Section 1. EMPLOYMENT OF CONSULTANT.

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

Section 2. SCOPE OF SERVICES.

CONSULTANT will perform services as set forth in the attached Exhibit "A" (Event Planning Proposal).

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

Section 3. PROJECT COORDINATION AND SUPERVISION.

The City Clerk, Jacqueline M. Hald is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement. CONSULTANT shall have overall responsibility for the progress and execution of this Agreement for CONSULTANT.

Section 4. TOTAL COST.

The total cost for all work described in Exhibit "B" shall not exceed \$30,455.00, plus certain incidental expenses, with prior written authorization from CITY.

Section 5. LENGTH OF CONTRACT.

The contract between CONSULTANT and CITY will be terminated upon completion of the work as set forth in Exhibit "A".

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

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

Section 6. CHANGES.

CITY may order changes in the services within the general scope of this Agreement consisting of additions, deletions, or other revisions, and the contract sum and the contract time shall be adjusted accordingly. All such changes shall be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services shall be determined in accordance with Exhibit "A".

Section 7. OWNERSHIP OF DOCUMENTS.

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

Section 8. STANDARD PROVISIONS.

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

Section 9. TERMINATION.

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

CONSULTANT may terminate this Agreement, with the mutual consent of CITY, at any time by giving written notice of same and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

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

Section 10. HOLD HARMLESS.

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

Section 11. ASSIGNABILITY.

This Agreement shall not be assigned by either party without the prior written approval of the other.

Section 12. INDEPENDENT CONTRACTOR.

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

Section 13. AUDIT OF RECORDS.

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

Section 14. INSURANCE/WORKER'S COMPENSATION.

CONSULTANT shall maintain general liability insurance to a limit of \$1,000,000 for all work performed under this Agreement in accordance with CITY requirements.

Section 15. ARBITRATION.

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

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

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

Section 16. ATTORNEY'S FEES.

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

Section 17. NOTICES.

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

Jacqueline M. Hald
City Clerk
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

Don Brennan, President
MME Event Productions, Inc.
PO Box 900851
San Diego, CA 92190

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

Section 18. ENTIRE AGREEMENT.

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

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

CITY OF IMPERIAL BEACH, a
municipal corporation

City Manager

APPROVED AS TO CONTENT:

City Clerk

APPROVED AS TO FORM:

City Attorney

Don Brennan, President
MME Event Productions, Inc.



Event Productions, Inc.

P.O. Box 900851 San Diego, CA 92190
Office: (619) 583-6050 Fax: (619) 583-4746

Authorization to Book Talent

This letter will serve as the agreement between **MME Event Productions Inc.** and **City of Imperial Beach** to book Talent for Annual concert held September 6th, 2008. This agreement will be considered accepted by both parties upon mutual signatures returned. This agreement is not a booking, but consists of an authorization to identify, locate and contact talent to be booked for said party, pursuant to the following details.

Entertainment: 5:00pm to 7:00pm - Surf City All Stars

Entertainment: 7:30pm to 9:30pm - Rockola

Date(s) of Performance: September 6th 2008

Location: Pier Plaza - Imperial Beach, CA

Concert Time: 5:00pm to 9:30pm

Please sign where indicated and return a signed copy to our office **via fax at (619) 583-4746**

MME Event Productions Inc. Representative

(date)

Amy Brown

7/7/08

City of Imperial Beach Authorized Representative

(date)



Proposed Production and Entertainment for:
The City of Imperial Beach
Concert at Pier Plaza
September 6th 2008
EVENT PLANNING PROPOSAL
Prepared for: **Jacquie Hald, City Clerk**

The following is the proposed agreement between MME Event Productions, Inc. (MME) and the City of Imperial Beach (CIB) for the above stated event(s). CIB shall retain the services of Don Brennan, MME, commencing on March 7, 2008 through September 7, 2008 for the above-referenced event.

MME Services consist of general on-going planning of community concert. MME will design coordinate and secure vendor arrangements to include staging, sound, lighting, entertainment, and portable power.

CIB will arrange for any permits needed, Advertising i.e. (Banners and publicity), Police presents during event, Funding, and attendance during V.I.P reception.

Additional Services

If any additional service needs regarding the events subject to this agreement arise, MME is given first opportunity to bid on and provide such services.

Non-Coordinated Contractors

If contractors or subcontractors hired directly by CIB are unable to meet their commitments and/or obligations to CIB, or unsatisfactorily fulfill their obligations, MME will not be held responsible or liable for such non-performance or actions by said contractors / subcontractors.

Reimbursable Costs

MME will provide estimates to CIB of all costs reasonably incurred in connection with the services rendered, and obtain approval before committing expenditures, making efforts to keep such costs at a minimum. Reimbursable costs typically consist of, but are not limited to, materials, copies, delivery, etc. that are attributable to the event. MME will pay all invoices directly with reimbursement to be made by CIB within 30 days.

Init: _____

Confidentiality

All non-public information gained the course of this event will be kept strictly confidential by MME and CIB, as long as the information does not become public, except for use in the normal course of business while working with potential vendors of CIB.

Total Event Pricing for listed event components: \$30,455

CIB to provide MME the following:

Special recognition on all advertisements, mailers, banners, press releases and emails promoting the event.

Insurance

CIB to name MME Event Productions, Inc. as an additionally insured on insurance riders obtained for concert. Copies of insurance riders to be provided to MME for filing as soon as possible, and no later than August 20th, 2008.

PAYMENT TERMS: To secure the date and vendors, required retainer is \$15,000.

Second payment of \$10,000 is due to MME on August 28th, 2008.

Final payment of \$5,445 is due on September 6th, 2008.

Final payment is due prior to event start.

Reviewed and accepted:

Jacquie Hald, City Clerk
City of Imperial Beach

Date

Don Brennan, President
MME Event Productions, Inc.

Date

**** As this communication contains proprietary information, we request that the information be kept in confidence. In the event that this proposal is not accepted, this communication is to be returned to MME Event Productions, Inc. This proposal is deemed null if not accepted within 14 days of delivery****

Init: _____

City of Imperial Beach Concert

Exhibit B

Sept 6, 2008 from 5:00pm to 9:30pm

Sponsored by Port Commission

Park

MME Event Productions Inc.

P.O. Box 900851 San Diego, CA 92190

Contact: Don Brennan President (619) 583-6050 Cell

<u>Total Units</u>	<u>Unit Cost</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Bands				
1	Rockola (7:30pm to 9:30pm)			\$ 5,000.00
1	Surf City Allstars (5:00pm to 7:00pm)			\$ 4,000.00
Stage				
1	SL250			\$ 3,600.00
Concert Sound System				
1				\$ 3,000.00
Generators / Power Distrobution				
1	70 KVA Gererator			\$ 1,235.00
5	100' 2 ot Cam Cables			
5	25' 2 ot Cam Cables			
5	Tapping Tees			
1	Edison 200 amp power box			
Lighting				
	Truss			\$ 4,000.00
6	Par bars			
4	Studio spots			
4	Techno beam			
1	2.4k Dimmer			
Lazer Show				
				\$ 3,000.00
Game prizes				
	Stuffed Animals	Total count	6	\$ 250.00
Giveaway Items				
12	Glow Neclasas	Total count	600	\$ 420.00
Event Planning				
				\$ 2,500.00
Labor				
4	\$ 1,260.00	Install & Strike I	14	\$ 45 \$ 2,520.00
2	\$ 495.00	Day of Tec	9	\$ 55 \$ 650.00
Rentals				
1				
Security				
2	Security Stage area bothsides			\$ 280.00
				\$ 30,455.00

A Signature states acceptance of this proposal so far, and gives the go ahead to proceed with scheduling

City of Imperial Beach _____ Date
 Stage arrival at 8:00am on the 6th of September



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: JULY 16, 2008
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR

SUBJECT: RATIFICATION OF A LETTER OF SUPPORT FOR SENATE
BILL 1685 (KEHOE) – REGIONAL COMPREHENSIVE PLAN:
SAN DIEGO COUNTY

BACKGROUND:

Existing law authorizes SANDAG to impose up to a one-percent sales tax for transportation infrastructure improvements. State Senate Bill (SB) 1685 would provide SANDAG with the flexibility to broaden the eligible uses of sales tax revenues beyond transportation, including habitat conservation, water quality and shoreline preservation.

DISCUSSION:

This legislation is in keeping with the SANDAG Board's support of regional "quality of life" measures, including shoreline preservation, that were discussed at the SANDAG Board retreat earlier this year.

ENVIRONMENTAL IMPACT:

This is not a project as defined by CEQA.

FISCAL IMPACT:

No direct fiscal impact to the City of Imperial Beach, however passage of this legislation could result in funds being allocated to shoreline preservation in the City of Imperial Beach.

DEPARTMENT RECOMMENDATION:

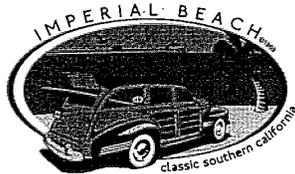
City staff recommends that the City Council ratify the attached letter of support for SB 1685.



Gary Brown, City Manager

Attachments:

1. Letter of Support for SB 1685



City of Imperial Beach, California

www.cityofib.com

OFFICE OF THE MAYOR

June 26, 2008

The Honorable Christine Kehoe
State Capitol Building, Room 4038
Sacramento, CA 95814

Via Facsimile (916) 651-4039

Dear Senator Kehoe:

RE: Support for Senate Bill 1685 (Kehoe) – Regional Comprehensive Plan: San Diego County

On behalf of the City of Imperial Beach, we are please to support Senate Bill 1685 and, thank you for introducing this important legislation. Existing law authorizes SANDAG to impose up to one-percent sales tax for transportation infrastructure improvements. SB 1685 would provide SANDAG with the flexibility to broaden the eligible uses of sales tax revenues beyond transportation, including habitat conservation, water quality, and shoreline preservation.

As you know, the San Diego region's beaches are one of our most important environmental and economic assets. The beaches provide wonderful recreational opportunities to residents and visitors and are a vital component of the important tourism and recreation sectors of our economy. The shoreline of the City of Imperial Beach has been steadily eroding for the past several decades and, therefore, our City is at risk of losing this vital recreational, environmental and economic asset. Senate Bill 1685 will provide yet another mechanism by which our city and the entire San Diego region can help to ensure preservation of our shoreline.

Over the past two decades, the region's shoreline has experienced chronic and continuing erosion. Our region's beaches require periodic sand replenishment, and to accomplish this, a reliable, dedicated source of funding is needed. Funding mechanisms such as local sales tax measures can enable areas to make regional infrastructure improvements during times when federal and state revenues are limited. SB 1685 would allow local voters to decide what kinds of infrastructure investments are needed to maintain the quality of life for our growing San Diego region.

Prior efforts like the Regional Beach Sand Project of 2001 show that SANDAG has experience in creating consensus and effectively using state and local funding to improve and enhance the region's natural resources.

For these reasons, we support SB 1685. If you have any questions, please feel free to contact Greg Wade, Director of Community Development, at (619) 628-1354.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Janney', with a long horizontal stroke extending to the right.

Mayor Jim Janney
City of Imperial Beach

Cc: Deanna Spehn, Policy Director, Senator Christine Kehoe's Office
Kim Kawada, SANDAG Policy and Legislative Affairs Manager
Imperial Beach City Council



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: JULY 16, 2008

ORIGINATING DEPT.: PUBLIC SAFETY *xs.*

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL BEACH AND SWEETWATER UNION HIGH SCHOOL DISTRICT FOR SERVICES OF A SPECIAL PURPOSE SCHOOL RESOURCE OFFICER

BACKGROUND:

The City and Sweetwater Union High School District ("SUHSD") first entered into a shared-cost agreement for a Special Purpose School Resource Officer in September 1994. This officer was intended to alleviate time and manpower previously expended for school campus response calls by regular contracted law enforcement officers. In summary, the officer duties are the following:

- Provide/schedule campus security
- Be the first response to all law enforcement related matters during school hours
- Assist with the investigation of criminal activity within affected schools
- Present law related information targeted at the students and the faculty
- Participate on the Student Attendance Review Board and attend Student Attendance Review Board meetings
- Document all incidents of crime
- Work with the SUHSD, parent/teacher groups, community agencies, and the City on mutual concerns such as, alcohol and drug use on campus, vandalism, student safety, and other criminal activities.

The Special Purpose School Resource Officer also assists the School District with training and development for violence prevention methods in schools and for crisis response planning.

DISCUSSION:

The Memorandum of Understanding between the City of Imperial Beach and SUHSD for a Special Purpose School Resource Officer services expired June 30, 2008. The SUHSD and the City desire to renew the MOU at the anticipated cost to each agency of \$58,930 for school year 2008/2009. The 2008/2009 school year begins September 4, 2007 and ends June 13, 2008.

This MOU does not include the summer session or any other events outside of the regular school day where additional costs are incurred by the City. All costs for additional SRO or Sheriff Deputy manpower is the exclusive responsibility of SUHSD and will be charged, according to Sheriff contract costs, to SUHSD. The 2008/2009 budgets adopted by the Imperial Beach City Council incorporated the continuation of a Special Purpose School Resource Officer.

ENVIRONMENTAL IMPACT:

Not a project as defined by CEQA.

FISCAL IMPACT:

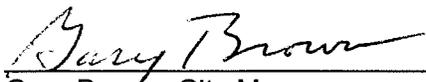
The annual cost for a Special Purpose School Resource Officer is \$152,078. The school year consists of 0.775 of a calendar year, thus the cost for a Special Purpose School Resource Officer for a school year is \$117,860. According to the MOU this cost is divided evenly between the City and SUHSD; each is responsible for \$58,930. SUHSD will make quarterly payments to the City of \$14,733. The current Public Safety Department budget approved by the Imperial Beach City Council provides for the City's share of this cost.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2008-6654 authorizing the City Manager to execute the Memorandum of Understanding with Sweetwater Union High School District for the purpose of sharing the costs of a Special Purpose School Resource Officer.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6654
2. Memorandum of Understanding

**MEMORANDUM OF AGREEMENT BETWEEN
SWEETWATER UNION HIGH SCHOOL DISTRICT AND
CITY OF IMPERIAL BEACH**

Ensuring the safety of students and staff on school campuses in Imperial Beach is a priority of the school administration. Campus security will be increased by the presence of a Special Purpose Officer who will interact with the students in both a positive and proactive manner. Relations between the police department and the youth of the community will be enhanced by the employment of a contracted Special Purpose Officer deployed as a School Resource Officer ("SRO").

As a result SUHSD and the City agree to undertake the following responsibilities and expectations to achieve these mutual objectives:

A. SUHSD'S ROLE AND RESPONSIBILITY

1. To ensure student welfare portal to portal.
2. To develop procedures to handle campus safety issues.
3. To establish and follow procedures for referring police involvement.
4. To cooperate with and support in a proactive manner the City's Department of Public Safety to ensure the success of progress involving students, school personnel, parents and the community.
5. Provide adequate space for the School Resource Officer to carry out non -classroom duties.
6. Provide regular feedback to the law enforcement agency concerning the performance of the School Resource Officer.
7. Permit the School Resource Officer access to the grounds and cafeteria to allow for informal interaction with the students.
8. Provide audiovisual equipment for social skills / conflict resolution instruction, drug education and other law enforcement related educational presentations.
9. Report all criminal activity occurring on or about school campuses and all criminal activity involving students to the Sheriff's Department.
10. Coordinate with the Sheriff's Department, other public and private agencies, community and civic groups to develop a community partnership in support of crime reduction, traffic safety and other police programs.

B. CITY'S ROLE AND RESPONSIBILITY

1. Provide general law enforcement services throughout the City through a contract with the San Diego County Sheriff's Department ("Sheriff's Department").
2. Provide, through its contract with the Sheriff's Department a Special Purpose Officer to be deployed as a School Resource Officer ("SRO").
3. Pay contract costs charged by the Sheriff's Department for the SRO and recover fifty percent (50%) of the cost from SUHSD.
4. Ensure that the officer assigned as the School Resource Officer receive all required training and any additional training deemed beneficial to their tasks.
5. Abstain from calling upon the School Resource Officer for enforcement duties while they are involved in classroom presentations except in emergencies.
6. Collaborate with the Sheriff's Department to ensure that the SRO provide prevention/intervention support to schools including, but not limited to:
 - Providing high visibility of uniformed officer presence on the campuses of the Sweetwater Union School District that are located in Imperial Beach
 - Being the first response in all law enforcement related matters as they occur during regular school hours
 - Conduct home visits with site and/or District Administration
 - Participate on the district S.A.R.B. (Student Attendance Review Board)
 - Attending various sporting events and school activities as needed for proactive enforcement and interaction
 - Developing classroom and faculty presentations related to the youth and law
 - Attending parent conferences/meetings on an as needed basis; to provide safety information
 - Scheduling security activities as needed
 - Documenting all incidents of crime as per department regulations

7. To continue to work with community agencies and parent/teacher groups as needed throughout the affected schools.
8. To assist investigative personnel of the Sheriff's Department who are assigned to the various school sites with continuing and ongoing investigation and preliminary investigations of criminal activity within the affected schools.
9. To work with school staff and district personnel in matters of mutual concern, such as:
 - Alcohol and drug use on campus
 - Safety of students and staff on campus
 - Gang related violence and crime
 - Campus intrusion
 - Loss and/or damage of property
10. Provide a quarterly crime reports accounting for the arrests conducted by the School Officer, during school hours (7:00-18:00) at MVH and CDS. Quarterly reports as follows: **July – September; October – December; January – March; April – June.**
11. Participate on the school safety committee.
12. Review, update and approve/inspect the current school safety plan and crisis response boxes.
13. Write policy and procedure for the police department covering tips received from Sweetwater School District, Campus Crime Stoppers Protocol for 200-2009 school years.
14. Enforce SD County Daytime loitering within City limits.
15. Attend school based disciplinary hearings and intervention programs as requested.
16. Co-ordinate multi-agency Truancy/Daytime Loitering Sweeps within city Limits.
17. Attend quarterly south county SRO meeting with SUHSD.

C. TIME FRAME

This Memorandum of Agreement shall remain in effect for the 2008 – 2009 regular public school year, not including summer school sessions, and may be extended for such length of time as both parties mutually agree to continue this Memorandum of Agreement. However, either party shall have the right to cancel this Memorandum of Agreement, with or without cause upon 90 days advance written notice during the term of this agreement.

D. SPAN OF CONTROL/JURISDICTION

The SRO's prevention/education/training/proactive activities will take place at Mar Vista High School and at public meeting places within the respective community as it relates to the Sweetwater Union High School District activities. The Sheriff's Department will directly supervise the SRO. Request for work assignments will be issued from the Superintendent's office to the Administrative Sergeant of the Sheriff's Department assigned to the Imperial Beach substation, who will thereafter direct the School Resource Officer to respond appropriately to the request.

E. RESOURCE

Resource and local management will be coordinated at:

Sweetwater Union High School District
1130 5th Avenue
Chula Vista, CA 91911
(619) 585-6265

City of Imperial – Public Safety Dept.
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 423-8300

F. COST

The anticipated total annual cost for fiscal year 2008 – 2009 for one Special Purpose Officer (SPO) and associated logistical equipment will be \$152,078. The school year consist of 0.775 of a calendar year, thus the cost for a Special Purpose School Resource Officer for a school year is \$117,860. According to the MOA this is divided evenly between the City and SUHSD. Each is responsible for \$58,930. SUHSD will make quarterly payments to the City of \$14,733. totaling their portion of the school year cost of \$58,930. Any additional costs or expenses (i.e., salary increases) shall be the responsibility of SUHSD. SUHSD shall reimburse the City in the following manner: The City shall bill SUHSD quarterly (i.e., September 15, December 15, March 15, and June 15) by

invoice of the anticipated amount of \$14,515. The SRO will be funded by SUHSD with campus security funds and SUHSD shall reimburse the City within 30 days of the received date of each invoice.

This Memorandum of Agreement will be effective August 15, 2008. If the memorandum is canceled as herein permitted, the City shall forthwith return to the District the portion of such payment allowable to the period of the term subsequent to the effective date of cancellation.

G. NO INDEPENDENT BASIS FOR LIABILITY

Nothing herein shall create, by this or other Agreements between the parties, an independent basis for liability of the City of either the District or to a third party for failing to respond or for responding to a call for police services in a dilatory or negligent manner. The City's liability and the Sheriff's Department liability, if any, shall be that as determined by law without regard to the existence of this memorandum.

H. GENERAL TERMS AND CONDITIONS

It is expressly understood and agreed by the CITY and DISTRICT that the law of the State of California shall govern the parties and the interpretation of this AGREEMENT shall be initiated exclusively in the Courts of the State of California.

All terms, conditions and provisions hereof shall insure to and shall bind the parties hereto, their respective successors in interest and assigns.

The DISTRICT agrees to hold harmless and indemnify the CITY, its employees, officers, agents, and representatives, from any and all costs, losses, damages, and/or attorney fees for the injury and/or death of any person or property damage caused or claimed to be caused by any active or passive negligent acts or omissions, misconduct, or criminal acts by the DISTRICT, its employees, officers, agents, and representatives.

The CITY agrees to hold harmless and indemnify the DISTRICT, its employees, officers, agents, and representatives, from any and all costs, losses, damages, and/or attorney fees for the injury and/or death of any person or property damage caused or claimed to be caused by any active or passive negligent acts or omissions, misconduct, or criminal acts by the CITY, its employees, officers, agents, and representatives.

IN WITNESS WHEREOF, the CITY and DISTRICT have caused the AGREEMENT to be signed on their behalf by duly authorized representative on _____ of 2008, authorizing the City Manager to sign same

SWEETWATER UNION
HIGH SCHOOL DISTRICT

CITY OF IMPERIAL BEACH

By: _____

By: _____

Date: _____

Date: _____



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: July 16, 2008
ORIGINATING DEPT.: CITY ATTORNEY
**SUBJECT: ORDINANCE NO. 2008-1073 AMENDING CHAPTER 2.12
(CITY COUNCIL PROCEDURES)**

BACKGROUND:

Over the years, the procedures regarding the manner and method in which Council meetings are conducted have increasingly come in need of updating. Many of these updates relate to Brown Act and other changes in the law over the last several years. Additional changes are needed to keep up with new Fair Political Practices Commission rules. Finally, clarification of numerous policy matters is undertaken with these amendments.

DISCUSSION:

The amendments to Chapter 2.12 begin under Section 2.12.010, dealing with applicability. Language has been inserted to clarify that any legal body formed by the City Council that does not have procedural rules will follow Chapter 2.12.

Sections 2.12.020, 2.12.040(C), and 2.12.160 have amendments to ensure consistency with the Ralph M. Brown Act. These issues deal with quorum matters, the setting of meetings and disruption of commission or Council meetings.

Under Section 2.12.020(G), a clarification is made regarding the establishment of a quorum with the participation of a Councilmember who is voting under the "rule of necessity" exception to the conflict of interest rule. This clarifying language is placed in the code to cover situations where more than two Councilmembers are disqualified, but one is needed to establish a quorum to allow a matter to proceed. This language is consistent with the Political Reform Act and its underlying regulations.

Under Section 2.12.080 (Presiding Officer), some clarifying language is added to conform the code to regular practice under the routine conduct of meetings in Imperial Beach.

One of the substantive changes made to this Chapter deals with voting under Section 2.12.100. Under this amendment, all ordinances, resolutions for the expenditure of City funds or related to elections must be adopted by at least three members of the City Council. All other matters may be approved by a majority of the quorum. This is a departure from previous practice where situations arise where three members of the Council sitting cannot take an action on a majority vote. This amendment clarifies the situations in a manner which is consistent with the practice in most general law cities.

Finally, Section 2.12.140 (Rules of Order) allows a majority of the quorum to rule on procedural matters. While this procedure has been the practice in Imperial Beach, this clarification in the code is intended to address establishing procedural rules. A similar clarification is made to the section dealing with group communications at Council meetings and speaker time limits under 2.12.150.

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:

None.

DEPARTMENT RECOMMENDATION:

Staff Recommends the Mayor and City Council:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1073;
3. City Clerk reads the title of Ordinance No. 2008-1073 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING CHAPTER 2.12 OF THE IMPERIAL BEACH MUNICIPAL CODE (CITY COUNCIL PROCEDURES) TO MAKE TECHNICAL AND CLARIFYING CHANGES; and
4. Motion to dispense the First Reading of Ordinance No. 2008-1073, set the matter for adoption at the next regularly scheduled City Council meeting, and authorize the publication of the Ordinance in a newspaper of General Circulation.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Ordinance No. 2008-1073

ORDINANCE NO. 2008-1073

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING CHAPTER 2.12 OF THE IMPERIAL BEACH MUNICIPAL CODE (CITY COUNCIL PROCEDURES) TO MAKE TECHNICAL AND CLARIFYING CHANGES

WHEREAS, Chapter 2.12 establishes Council procedures for the City Council of the City of Imperial Beach; and

WHEREAS, the City Council desires to clarify that these procedures apply to all committees and commissions established under the Municipal Code, who do not have separate procedures independently adopted; and

WHEREAS, the City Council desires to adopt various clarifying and technical changes to update Chapter 2.12 (City Council Procedures) to bring into closer compliance with State laws and City procedures and practices; and

WHEREAS, the City Council desires to make these policy and procedural changes applicable to all its meetings upon adoption of this ordinance.

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

SECTION 1. Chapter 2.12 of the Imperial Beach Municipal Code (City Council Procedures) is hereby amended to read as shown in Exhibit "A," which is attached here to and incorporated herein by reference as though fully set forth at this point.

SECTION 2. The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast.

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

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 16th day of July 2008; and thereafter **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, held on the ___ day of ___ 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**JAMES P. LOUGH
CITY ATTORNEY**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2008-1073 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING CHAPTER 2.12 OF THE IMPERIAL BEACH MUNICIPAL CODE (CITY COUNCIL PROCEDURES) TO MAKE TECHNICAL AND CLARIFYING CHANGES.

CITY CLERK

DATE

2.12.010. Applicability.

This chapter establishes City Council procedures. It applies to all regular and special meetings of the City Council, while sitting as the City Council or as another legal body that does not have independent procedural rules. In addition, Sections 2.12.020, 2.12.030, 2.12.050, and 2.12.070 through 2.12.160 apply to all meetings and public hearings before all City boards and commissions created pursuant to this Municipal Code. The meanings of the terms "Mayor," "City Council," "Councilmember," and "City Clerk," include the corresponding positions of other boards and commissions when this chapter applies to them.

2.12.020. Meeting defined.

A. For purposes of this chapter, "meeting" means the gathering together of three or more members of the City Council, or a majority of the total members of a board or commission, at the time and place established by ordinance, resolution, or motion for regular or adjourned meetings, or at such other time and place authorized by law for special-special or emergency meetings, so that the members may act in their official capacities to make decisions, commitments, or promises. The term also includes all meanings given to it by legislative or final appellate court definitions.

B. All meetings must be open and public, with the exception that the City Council may hold closed sessions from which the public may be excluded when specifically authorized by the laws of the State of California. This Chapter incorporates the Ralph M. Brown Act (Government Code Section 54950 et. seq.) by reference and all provisions herein shall be construed in a manner consistent with its terms.

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C. "Quorum" means three or more members of the City Council or a majority of the total members of a board or commission. If a quorum is present, regular business may be transacted.

D. Councilmembers are expected to attend all City Council meetings. If, without permission, a Councilmember fails to attend all regular City Council meetings for sixty consecutive days after the last regular meeting the Councilmember attended, that office becomes vacant and will be filled as any other vacancy.

E. If less than a quorum is gathered at the time and place and for the purpose of conducting a meeting, the Councilmembers who are present must adjourn under Section 2.12.050.

F. A Councilmember who is present at a meeting but abstains from one or more votes will be counted for purposes of constituting a quorum.

G. A Councilmember who is disqualified from voting by law will not be counted for purposes of constituting a quorum. If a Councilmember with a disqualifying interest is legally required to vote under the rule of necessity, their participation shall be counted towards the quorum.

2.12.030. Effect of nonobservance of chapter.

The failure to observe the procedures in this chapter does not invalidate any action that is otherwise lawful and is defective only for failure to follow the procedure.

2.12.040. Time and place of meetings.

A. Unless otherwise specified by resolution, the City Council must hold regular meetings on the first and third Wednesdays of each month at an hour to be set by resolution. Regular meetings will be held in the council chambers at City Hall, 825 Imperial Beach Boulevard, Imperial Beach, or at another place within the City limits to which the meeting may be adjourned.

B. When the day for any regular meeting falls on a legal holiday, no meeting will be held that day.

C. The Mayor or any three members of the City Council may call a special meeting at any time by delivering written notice to each Councilmember and to each local newspaper of general circulation, radio, and television station that requests notice. The delivery must be made at least twenty-four hours before the meeting time specified in the notice. The notice must be posted at least twenty-four hours prior to the special meeting in a location that is freely accessible to members of the public.

1. The notice must specify the time and place of the special meeting and the business to be transacted.
2. No business other than the business specified in the notice may be considered at the special meeting.
3. Written notice to any Councilmember may be dispensed with if, at or prior to the time the meeting convenes, the Councilmember files with the City Clerk a written waiver of notice.
4. Proper notice is deemed received by any Councilmember who is actually present at the meeting at the time it convenes.

2.12.050. Adjournment.

A. A meeting may be terminated or continued to another time, place, or date by adjournment, regardless of whether or not all matters on the agenda or under discussion have been acted on or concluded. No meeting may be terminated before all public hearings for that meeting are closed or continued to another time, place, and date. A motion to adjourn is always in order and must be decided without debate.

B. No meeting may be adjourned to a date beyond the next regular meeting. When a meeting is continued to a future date, if either the time or place is not stated in the order of adjournment, it is deemed to be at the time or place specified for regular meetings of the Council.

C. If less than a quorum appears at a regular meeting, the present Councilmembers must adjourn the meeting to a stated day and time. If no Councilmembers are present, the City Clerk must adjourn the meeting to a stated day and time. The City Clerk must deliver written notice of an adjournment to each Councilmember at least three hours before the adjourned meeting is held and must post the notice within twenty-four hours after the adjournment.

D. Once adjourned, a meeting may not be reconvened.

2.12.060. Agenda--Order of business.

A. All agenda items must be filed with the City Clerk by noon on the Wednesday preceding the regular meeting. All reports, communications, ordinances, contract documents, and other matters to be submitted to the City Council must be delivered to the City Clerk by five o'clock p.m. on the Wednesday preceding the regular meeting. Whenever feasible, each item on the agenda must contain a staff recommendation and the specific action requested of the City Council. The agenda must be made available to the public when it is made available to the City Council.

B. No matters other than those listed on the agenda may be finally acted upon by the City Council. However, matters not on the agenda may be submitted for City Council consideration and action pursuant to state law or under any of the following conditions:

1. Upon a determination by a majority vote of the City Council that an emergency situation exists, as defined in Government Code Section 54956.5;
2. Upon a determination by a two-thirds vote of the City Council, or if less than two-thirds of the Councilmembers are present, a unanimous vote of those Councilmembers present, that there is an immediate need to take action and that the need to take action came to the City's attention after the agenda was posted; or

3. The item was posted for a prior meeting of the City Council, which occurred not more than five calendar days before, and at that prior meeting, the item was continued to the meeting at which action is being taken.

C. The regular order of business may be changed or suspended for any purpose at any meeting by majority vote.

2.12.070. Minutes.

A. The minutes are a clear and concise statement of each and every City Council action, including the motions made and the votes on them. The reasons for a motion, voting, Council debate, and audience comments and reactions are generally irrelevant for purposes of the minutes. The City Clerk determines the scope and format for the minutes of all meetings, including those of boards and commissions, and has exclusive responsibility for preparing the minutes. Changes in the minutes may be made only by action of the City Council.

B. Minutes may be approved without a reading if the City Clerk has previously furnished each Councilmember with a copy.

C. Records of each closed session of the City Council must be kept as required by state law.

2.12.080. Presiding officer.

A. The Mayor is the presiding officer at all City Council meetings. In the absence of the Mayor, the Mayor pro tempore is the presiding officer and shall perform all duties of the Mayor under this Chapter in the Mayor's absence. In the absence of the Mayor and the Mayor pro tempore, the City Clerk will call the council to order, and the Councilmembers who are present will elect a temporary presiding officer, who will serve until the arrival of the Mayor or Mayor pro tempore or until adjournment.

B. The Mayor ~~or the Mayor's designee~~ must sign all ordinances and, resolutions, ~~and other documents requiring a signature.~~ All other documents shall be signed by the Mayor or the Mayor's designee as determined by the action of the City Council. The Mayor must preserve strict order and decorum at all regular and special meetings of the Council. The Mayor must state, or call upon the Clerk to state, every question before the City Council, call for the vote, and announce the decision of the City Council on all subjects. The Mayor decides all questions of order; however, if any Councilmember appeals a decision, a majority vote of the City Council will govern and conclusively determine that question of order.

C. The Mayor has the power, authority, and discretion to do the following without a vote of the City Council:

1. Set time limits on City Council discussions of any matter;
2. Set time limits on communications from members of the public to the City Council. No member of the public may address the City Council for more than three minutes on any agenda item without the consent of the Mayor;
3. Declare the opening of public hearings;
4. Rule that any motion on a subject not on the agenda is out of order, in which case the motion becomes void;
5. Table any motion on any matter until the next regular or special City Council meeting, whenever the City Attorney advises that there is a question as to the validity or constitutionality of a proposed course of action;
6. Require that any witness testifying to facts at any public hearing be sworn before proceeding further with testimony;
7. Rule any speaker out of order, terminate any person's communication with the City Council, or declare a recess in order to establish order at any meeting;
8. Move, second, and debate, subject only to the limitations of debate that are imposed on all Councilmembers.

- D. The Mayor may not be deprived of any of the rights and privileges of a Councilmember by reason of being Mayor or acting as the presiding officer.
- E. The Mayor has and may exercise all other powers and duties as are authorized by law.

2.12.090. Hearings.

- A. The term "hearing" includes all public hearings required by federal, state or local law, employee disciplinary proceedings, and proceedings for the revocation, suspension, or reinstatement of permits, licenses, and franchises.
- B. Public hearings are conducted in the following order:
 1. Hearing opened by the Mayor;
 2. Staff reports presented;
 3. Public comments received;
 4. Hearing closed by majority vote;
 5. Deliberation by the City Council; and
 6. Action taken by majority vote.
- C. At the time and place designated in the notice, the City Council must afford any interested person or that person's authorized representative, or both, the opportunity to present witnesses, documentary evidence, statements, arguments, or contentions, orally or in writing, subject to the rules in this chapter.
- D. All statements, documents, exhibits, communications, petitions, maps, and other items submitted at the hearing may be considered by the City Council as evidence and, in that event, retained as part of the record. Whenever practical, a written staff report must be prepared and presented as part of the staff presentation. Evidence may not be taken outside the Council chambers and may not be considered by the City Council, except when, during the hearing, the meeting is adjourned to a particular place and time for the purpose of taking visual or demonstrative evidence.
- E. If a Councilmember is absent for a hearing that is continued to a subsequent meeting, that Councilmember may participate in the matter at the subsequent meeting, if otherwise qualified, upon stating for the record that the Councilmember has listened to the tape recording of the prior portions of the hearing, reviewed the written record and is prepared to participate.
- F. Any hearing may, by minute action, be continued to any subsequent regular or adjourned meeting of the City Council in compliance with the laws of the State of California.

2.12.100. Voting.

- A. When a motion is made, a vote on the motion must be taken by voice, roll call, or voting device and entered in full upon the record.
- B. A Councilmember's vote may be changed only upon a timely request to do so immediately following the announcement of the vote by the City Clerk and before the next item in the order of business is taken up.
- C. ~~All Ordinances, and any resolutions, and other matters for the expenditure of City funds or matters relating to elections submitted to the City Council~~ must be adopted by a majority vote of the full City Council, unless a greater number of votes is required by law.
- D. ~~When a majority vote cannot be obtained and one or more Councilmembers is absent, that matter will automatically be added to a future agenda so that it can be considered at least once by the City Council with all Councilmembers present.~~
- E. ~~All other resolutions and motions may be approved by a majority vote of the quorum, unless law requires a greater number. The term "majority vote" means three votes.~~

2.12.110. Speaking rights of members.

- A. Every Councilmember desiring to speak must address the Mayor and, upon recognition by the Mayor, must confine comments to the question under debate and avoid personal and indecorous language.
- B. A Councilmember, once recognized, may not be interrupted when speaking, except for a call to order. If called to order while speaking, a Councilmember must cease speaking until the question of order is determined. If the Councilmember is determined to be in order, the Councilmember may proceed.
- C. The Councilmember moving the adoption of an ordinance, resolution, or Council action has the privilege of closing the debate.

2.12.120. Motions.

- A. No motion may be debated or voted upon unless it has received a second. Only one motion may be considered by the City Council at any time.
- B. A motion to reconsider an action by the City Council may only be made at the meeting at which that action was taken. ~~Such a motion must be made by a Councilmember on the prevailing side.~~ A Councilmember on the prevailing side must make such a motion. The motion may be made whenever no other motion is pending. The motion takes precedence over all other motions and is subject to debate. If the action to be reconsidered was a public hearing item, it must be re-noticed as originally required and considered at a future meeting, unless a finding is made by a majority vote that all of the interested members of the public who were present are still present in the council chambers.
- C. Any Councilmember may make or remake a motion at a City Council meeting, except when the subject matter of the motion has been tabled.
- D. A motion to table takes precedence over all other motions and is subject to debate. When a motion to table is passed, the matter may not be considered by the City Council again unless the matter is removed from the table by a majority vote.
- E. Once tabled, a matter may not be placed on the agenda or discussed unless a Councilmember who voted to table the matter requests that the matter be removed from the table or requests the City Clerk to place the matter on the agenda for the purpose of determining whether or not the matter should be removed from the table.

2.12.130. Reasons for dissent.

Any Councilmember may have the reasons for that Councilmember's dissent from or protest against any action of the City Council entered in the record and the minutes.

2.12.140. Rules of order.

- A. Except as otherwise provided in this chapter, proceedings of the City Council are governed by common sense and good taste. If a dispute concerning procedural matters is not specifically covered in this chapter, the majority vote of the quorum prevails. Any procedural decision of the Mayor may be overruled by a majority vote of the quorum.
- B. Rules adopted to expedite the transaction of the City Council's business in an orderly fashion are deemed to be procedural only, and the failure to strictly observe those rules does not affect the jurisdiction of the City Council or invalidate any action taken at a meeting that is otherwise held in conformity with the law.

2.12.150. Addressing the council.

A. Any person desiring to address the City Council must first obtain permission from the Mayor. Unless the Mayor rules otherwise, any person may address the City Council upon obtaining permission from the Mayor, subject to the following:

1. Public Hearings. Interested persons and their authorized representatives may address the City Council orally or in writing regarding matters which are then subject to a public hearing under Section 2.12.090.
2. Non Hearing Matters. Interested parties and their authorized representatives may address the City Council orally or in writing regarding matters with which they are concerned and which are then the subject of City Council discussion. When copies of written communications are furnished to each Councilmember present, the communications will not be read aloud at the meeting unless so ordered by a majority vote. Written communications from the administrative staff will not be read aloud unless requested by a Councilmember.
3. Public Comment. A person may address the City Council during public comment regarding any matter with which the person is concerned. The City Council may not discuss any matter not on the agenda or take any action except to refer that matter to a future agenda.
4. Written Notice. All speakers must give written notice to the City Clerk, in a form approved by the City Council, which will be entered in the meeting minutes.
5. Addressing the Council. Each person addressing the City Council must speak into the microphone at the speaker's podium, state his or her name and address in an audible tone for the record, and, unless further time is granted by the Mayor, limit the address to three minutes. All remarks must be addressed to the City Council as a body and not to any individual Councilmember. No person other than the City Council and the person having the floor may enter into any discussion, either directly or through a Councilmember, without the permission of the Mayor.
6. Limitation to Agenda Item. Except during public comment, the Mayor may not permit any communication, written or oral, to be made or submitted unless the communication addresses the agenda item then under discussion.
7. Consent Required. No person may address or question a Councilmember, the staff, or any other person without the prior consent of the Mayor.
8. Anonymous Communications. Anonymous communications may not be considered or placed on the agenda.
9. Group Communications. When an identifiable group of persons, as opposed to the public at large, wishes to address the City Council on the same agenda item, the Mayor may request that a spokesperson be chosen by the group to address the City Council. If additional issues are to be presented at the hearing by any other member of the group, the Mayor may limit the number of persons and the speaking time, so as to avoid the unnecessary repetition of issues. The amount of time given to the spokespersons of any group shall be determined by the Mayor based on the numbers of persons present that the spokesperson is representing, the complexity of the issue and the time constraints of the Council's meeting agenda.
10. Time Limits. The Mayor may limit a person's speaking time to a reasonable period (typically three minutes for individuals) so that the business of the City Council is performed expeditiously and unnecessary repetition is avoided.
11. Additional Opportunity to Address the Council. Subject to the needs of the City Council to expeditiously perform its business and to avoid repetitive testimony, a person may be permitted by the Mayor to address the City Council more than once on any particular item. No person may address the City Council more than once on an item until all persons present and wishing to address the City Council have been provided the opportunity to do so. The Mayor may limit a person's additional speaking time and may not permit repetitive testimony from any person.

2.12.160. Rules of decorum—Enforcement.

A. While the City Council is in session, all persons must preserve the order and decorum of the session. A Councilmember may not delay or interrupt the proceedings or the peace

of the City Council, disturb any Councilmember while speaking, or refuse to obey the orders of the City Council or the Mayor, except as otherwise provided in this chapter.

B. Any person who disrupts or impedes the orderly conduct of a City Council meeting by making personal, impertinent, or slanderous remarks, by becoming boisterous while addressing the City Council, or by engaging in any other disorderly conduct will be immediately barred from further audience before that session of the City Council by the Mayor, unless permission to continue is granted by a majority vote.

C. Any person who disrupts or impedes the orderly conduct of a City Council meeting by acting in a disorderly, contemptuous, or insolent manner toward, or by becoming boisterous while addressing the City Council, a Councilmember, or a staff member is subject to the criminal penalties of this code. Any person who fails, on demand of the Mayor, to comply with any lawful order is subject to the criminal penalties of this code.

When any person acts to disrupt the meeting or impedes the orderly conduct of the meeting, the City Council may recess the meeting until order can be restored.

D. The City Manager may designate one or more appropriate persons to act as sergeants at arms to carry out all orders and instructions given by the Mayor for the purpose of maintaining order and decorum at the City Council meeting. Upon instruction from the Mayor, it is the duty of the sergeant at arms to place any person who violates the order and decorum of the meeting under arrest and cause that person to be prosecuted under this code. The complaint must be signed by the Mayor or another appropriate person who is present.

2.12.170. Attendance may be compelled by subpoena.

If less than a quorum is present at a meeting, the attendance of absent Councilmembers may be compelled by a subpoena that is signed by the Councilmember presiding over the Councilmembers constituting less than a quorum. A subpoena may issue only upon a majority vote of the Councilmembers convening for the purpose of issuing the subpoena. A Councilmember must obey a subpoena and participate in good faith in the meeting to which the Councilmember is subpoenaed, so that the essential business of the City Council may be conducted. A Councilmember who fails to obey a subpoena or to participate in the meeting is subject to the criminal penalties of this code.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: July 16, 2008

ORIGINATING DEPT.: CITY ATTORNEY

SUBJECT: ORDINANCE NO. 2008-1071 – REPEALING CHAPTER 9.28 KNOWN AS THE “LOITERING ORDINANCE” AND ADDING CHAPTER 9.28 NOW KNOWN AS THE “OBSTRUCTING FREE MOVEMENT ORDINANCE.”

BACKGROUND:

Imperial Beach has been enforcing its loitering ordinance since its enactment in 1987. However, since that time the courts have rendered decisions instructing many California cities to revise their loitering ordinances. There have been questions as to Imperial Beach’s loitering ordinance and so it is recommended that it be repealed and replaced with an ordinance reflecting current law. The proposed ordinance is known as the “Obstructing Free Movement Ordinance” and it will narrowly focus on preventing the dangerous behavior associated with loitering and ensure Imperial Beach can enforce its loitering ordinance.

DISCUSSION:

In 1987, the City Council introduced Chapter 9.28 of the Imperial Beach Municipal Code known as the “Loitering Ordinance” which included Section 9.28.010 discussing the generally prohibited acts and 9.28.020 which defined loitering. Since that time the courts have provided further guidance on drafting and enforcing loitering ordinances. Many cities have now revised their loitering ordinances to ensure compliance with courts decisions and avoid unnecessary litigation.

Problems of loitering have been reported in commercial areas such as Seacoast Drive. There have been questions as to the enforceability of Imperial Beach’s current loitering ordinance and it is recommended that it be repealed and replaced with an ordinance reflecting current law.

The majority of cities involved in litigation over their loitering ordinances have revised their ordinances to mirror Penal Code section 647, subdivision (c), which prohibits willfully and maliciously obstructing persons on streets, sidewalks and other public places. This narrowly focused prohibition on willfully and maliciously obstructing persons has survived judicial scrutiny and prohibits the annoying, harassing and possible injurious conduct that many loiterers subject people to in Imperial Beach.

The proposed "Obstructing Free Movement Ordinance" will emulate Penal Code section 647, subdivision (c). This will remove the term "loitering" and remove the focus on stopping behavior that is generally protected as freedom of speech and assembly. Instead, the obstruction ordinance will narrowly focus on preventing the dangerous behavior associated with loitering and will ensure law enforcement can lawfully cite or arrest those persons who willfully and maliciously obstruct the free movement of persons in Imperial Beach.

City Council conducted a first reading of the ordinance at the meeting of June 18, 2008.

CEQA DETERMINATION:

Not a project under the California Environmental Quality Act.

FISCAL IMPACT:

None.

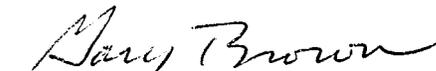
DEPARTMENT RECOMMENDATION:

Staff Recommends the Mayor and City Council:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1071;
3. City Clerk reads the title of Ordinance No. 2008-1071 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, REPEALING CHAPTER 9.28 KNOWN AS THE "LOITERING ORDINANCE" AND SECTIONS 9.28.010 AND 9.28.020 OF CHAPTER 9.28 AND ADDING CHAPTER 9.28 NOW KNOWN AS THE "OBSTRUCTING FREE MOVEMENT ORDINANCE" WITH THE CHAPTER AND SECTION NUMBERS TO REMAIN THE SAME; and
4. Motion to dispense the second reading and adopt Ordinance No. 2008-1071 by title only.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachment:

1. Ordinance 2008-2071

ORDINANCE NO. 2008-1071

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, REPEALING CHAPTER 9.28 KNOWN AS THE "LOITERING ORDINANCE" AND SECTIONS 9.28.010 AND 9.28.020 OF CHAPTER 9.28 AND ADDING CHAPTER 9.28 NOW KNOWN AS THE "OBSTRUCTING FREE MOVEMENT ORDINANCE" WITH THE CHAPTER AND SECTION NUMBERS TO REMAIN THE SAME.

WHEREAS, Article XI, Section 7 of the California Constitution authorizes cities to use their police powers to protect the public health, safety and welfare of its citizens; and

WHEREAS, a city not only has the power to keep its streets and other public property safe for the purposes for which they are dedicated, it has a duty to do so; and

WHEREAS, California Penal Code section 647, subdivision (c), authorizes cities to regulate conduct obstructing the free movement of persons upon a street, sidewalk, or other public place or on or in any place open to the public; and

WHEREAS, the regulation of the obstruction of free movement is rationally related to the City of Imperial Beach's legitimate objective to ensure all citizens can safely travel public property free from individuals who may willfully and maliciously obstruct their travel and likely injure and/or harass them.

THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 9.28, which is known as the loitering ordinance and Sections 9.28.010 and Section 9.28.020 of Chapter 9.28 are hereby repealed.

SECTION 2. Chapter 9.28 of Title 9 of the Imperial Beach Municipal Code, consisting of sections 9.28.010 and 9.28.020, inclusive, are hereby added to read as follows:

9.28. Title.

This chapter shall be known as the "Obstructing Free Movement" Ordinance.

Section 9.28.010. OBSTRUCTING ANY STREET, SIDEWALK, OR OTHER PUBLIC PLACE OR ON OR IN ANY PLACE OPEN TO THE PUBLIC PROHIBITED; PENALTY; EXCEPTIONS.

(A) No person shall willfully and maliciously obstruct the free movement of any person on any street, sidewalk, or other public place or on or in any place open to the public.

(B) Penalty. Any person who violates any provisions of this Chapter shall, upon conviction thereof, be punished as specified in Section 1.12.010 of the Imperial Beach Municipal Code.

(C) Exceptions. (1) It is not intended that this Section shall apply where its application would result in an interference with or inhibition of any exercise of the constitutionally protected right of freedom of speech or assembly; (2) the provisions of this subsection shall not apply to persons sitting on the curb portion of any sidewalk or street while attending or viewing any parade permitted under the provisions the Imperial Beach Municipal Code; and (3) nor shall the

provisions of this subsection apply to persons sitting upon benches or other seating facilities provided for such purpose by municipal authority or permitted under the provisions of the Imperial Beach Municipal Code.

Section 9.28.020. DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply:

The word "willfully," when applied to the intent with which an act is done or omitted, implies simply a purpose or willingness to commit the act, or make the omission referred to. It does not require any intent to violate law, or to injure another, or to acquire any advantage.

The word "maliciously" imports a wish to vex, annoy, or injure another person, or an intent to do a wrongful act, established either by proof or presumption of law.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, held the 18th day of June 2008; and thereafter **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, held on the ___ day of ____ 2008, by the following roll call vote:

AYES:
NOES:
ABSENT:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

APPROVED AS TO FORM:

JAMES P. LOUGH
CITY ATTORNEY



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: July 16, 2008

ORIGINATING DEPT.: CITY ATTORNEY

SUBJECT: ORDINANCE NO. 2008-1072 – AMENDING SECTION 9.04.035 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATING TO CONSUMPTION OF ALCOHOL ON THE MUNICIPAL PIER

BACKGROUND:

Title 9, chapter 9.04 of the Imperial Beach Municipal Code (“IBMC”) sets forth the ordinances regulating consumption of alcohol in public within the City. In general, the consumption of alcohol and the possession of open containers of alcoholic beverages on public property are both prohibited. (See IBMC section 9.04.010.) There is an exception for restaurants or other commercial establishments that have a state-issued license permitted on sale consumption of alcohol, or at concessions authorized by the City Manager and in conjunction with a special event for which the sponsoring organization has a proper state-issued license. (See id.) Public places as used in the ordinance includes private parking lots and parking structures open for public use, as well as public property such as streets, sidewalks, the municipal pier, and the beach.

Notwithstanding the text and structure of IBMC section 9.04.010, which sets forth a general prohibition and then provides a specific exception, section 9.04.035 specifically permits consumption of alcoholic beverages and possession of open containers of alcoholic beverages, excluding bottles and glass containers, in the westerly 155 feet of the pier, if such area has been authorized by the San Diego Unified Port District (“District”) as a concession for such purpose.

The current text of section 9.04.035 was enacted in 1994 by Ordinance 94-889. The previous version of the code section, which was enacted in 1993 by Ordinance No. 93-874, permitted alcohol consumption only within the westerly 75 feet of the pier.

Public Safety staff has experienced problems with intoxicated and unruly persons causing disturbances at the end of the pier. Individuals are apparently aware of the

provision in the IBMC that permits consumption of alcohol at the end of the pier and are taking advantage of that code section, perhaps to an extent greater than was intended or contemplated when the original ordinance was enacted.

DISCUSSION:

While there is no inconsistency or conflict between IBMC section 9.04.010 and section 9.04.035, the manner in which they are phrased could and in fact may have led to some confusion and misunderstanding as to what is permitted regarding alcohol consumption at the end of the pier.

IBMC section 9.04.010 generally proscribes consumption of alcohol in public places, including the municipal pier, but provides for a narrow exception. That exception is for restaurants, commercial establishments, or certain concessions that have state-issued licenses permitting on sale consumption of alcohol. In contrast, IBMC section 9.04.035 specifies that the consumption of alcoholic beverages or possession of open containers of alcoholic beverages "*shall be permitted* as hereinafter provided." (Italics added.) The specific provisions are the limitation of the permissible area to the westerly 155 feet of the pier and that the area must have been authorized by the District as a concession "for such purpose."

Section 9.04.035 is potentially confusing because it could be interpreted as permitting alcohol consumption and possession of open containers *anywhere* on the westerly 155 feet of the pier (i.e. the pier end) rather than being a limited exception confined to the *premises of the restaurant* that is located on the westerly 155 feet of the pier. The broader interpretation would be inconsistent with section 9.04.010.

Therefore, in order to clarify section 9.04.035 and ensure it is interpreted consistently with the intent and rest of the text of chapter 9.04 of the IBMC, amending the section as indicated in the attached ordinance is recommended.

The proposed ordinance would provide a limited exception to section 9.04.010's general prohibition against consumption and possession of alcohol in public places by permitting it within the westerly 155 feet of the pier, but only if the alcoholic beverages were purchased from the District-authorized concession located on the end of the pier. The authorized concession would also have to possess a state-issued on-sale alcohol license. Bottles and other glass containers would still be prohibited.

In order to facilitate enforcement of the ordinance, the District-authorized concession would be required to sell alcoholic beverages in distinctive or distinguishable containers in order to enable enforcement officers to quickly determine that alcohol being consumed or possessed by persons at the end of the pier was purchased from the concession.

City Council conducted a first reading of the ordinance at the meeting of June 18, 2008.

ENVIRONMENTAL DETERMINATION:

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

FISCAL IMPACT:

No fiscal impact.

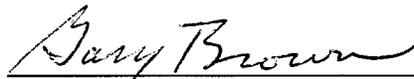
DEPARTMENT RECOMMENDATION:

Staff Recommends the Mayor and City Council:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1072;
3. City Clerk reads the title of Ordinance No. 2008-1072 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING SECTION 9.04.035 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATING TO CONSUMPTION OF ALCOHOL ON THE MUNICIPAL PIER; and
4. Motion to dispense the second reading and adopt Ordinance No. 2008-1072 by title only.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Ordinance No. 2008-1072

ORDINANCE NO. 2008-1072

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING SECTION 9.04.035 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATING TO CONSUMPTION OF ALCOHOL ON THE MUNICIPAL PIER

THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 9.04.035 of Chapter 9.04 of Title 9 of the Imperial Beach Municipal Code is hereby repealed.

SECTION 2. A new section 9.04.035 is hereby added to Chapter 9.04 of Title 9 of the Imperial Beach Municipal Code to read as follows:

9.04.035. Consumption or possession of alcoholic beverages on municipal pier.

Notwithstanding section 9.04.010, consumption of alcoholic beverages or possession of open containers of alcoholic beverages, excluding glass or plastic bottles or glass containers, shall be permitted within the westerly one hundred fifty-five (155) feet of the municipal pier, but only if all of the following conditions are satisfied:

- A. The alcoholic beverages shall be purchased from a restaurant or similar commercial establishment, within the westerly one hundred fifty-five (155) feet of the municipal pier, that is a concession authorized by the San Diego Unified Port District and licensed by the state of California for the on-sale consumption of alcohol;
- B. The alcoholic beverage shall be in a clear plastic cup or distinctive container indicating it was purchased from the concession; and
- C. The person consuming or possessing the alcoholic beverage shall maintain possession of the receipt of purchase, and shall produce the receipt upon request by any person authorized to enforce the provisions of this section, including but not limited to a peace officer, code enforcement officer, or lifeguard; and
- D. The person consuming or possessing the alcoholic beverage pursuant to the provisions of this section shall be 21 years of age or older, and shall produce valid photographic identification bearing proof of identity and age upon request by any person authorized to

enforce the provisions of this section, including but not limited to a peace officer, code enforcement officer, or lifeguard.

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason declared to be void, unconstitutional or invalid for any reason by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The city council hereby declares that it would have enacted this ordinance regardless of the invalid or proscribed section, subsection, sentence, clause or phrase.

SECTION 4. The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast.

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

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 18th day of June 2008; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 16th day of July 2008, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

APPROVED AS TO FORM:

**JAMES P. LOUGH
CITY ATTORNEY**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2008-1072 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING SECTION 9.04.035 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATING TO CONSUMPTION OF ALCOHOL ON THE MUNICIPAL PIER.

CITY CLERK

DATE

AGENDA ITEM NO. 6.1



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: JULY 16, 2008

ORIGINATING DEPT.: MICHAEL MCGRANE, FINANCE DEPARTMENT 

SUBJECT: UPDATE ON THE FINANCIAL STATUS OF THE CITY'S
GENERAL FUND

At the meeting of June 18, 2008, City Council took action to continue this item to the next City Council meeting.

Please see the attached Staff Report from June 18, 2008.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: JUNE 18, 2008
ORIGINATING DEPT.: FINANCE DEPARTMENT
SUBJECT: UPDATE ON THE FINANCIAL STATUS OF THE CITY'S
GENERAL FUND

BACKGROUND:

The City Council has requested that staff provide quarterly financial updates. This report is a summary of the status of the City's General Fund as of June 1, 2008. More comprehensive reports will be developed for the Council's review for the first fiscal quarter of 2008-2009.

FISCAL ANALYSIS:

Attached are a series of financial reports that recap the financial condition of the City's General Fund. In summary, the current year is relatively in balance in that savings in expenditures will offset lower revenue collections. The five year forecast projects that inflationary expense growth will outpace tax rate growth and will erode current operating margins within 3 years. State Budget hits would further strain General Fund resources.

Attachment 1 General Fund Expenditures: This report compares the current Fiscal Year 2007-2008 Budget with all expenditures posted into the accounting system as of June 1, 2008. The report shows the potential of savings relative to labor costs. Approximately 89% of the labor year has elapsed whereas actual labor costs represent only 85.2% of the budget. The City is running slightly under budget and it is projected that there will be a potential savings of \$0.2 million.

All other non-labor costs are at 58% of the current budget as of June 1. Additional costs will be posted in June. The largest posting will be for law enforcement services (\$2.5 million, 6 months). It is projected that a savings in other costs could total \$1.0 million.

Attachment 2 General Fund Revenues: This report compares the current Fiscal Year 2007-2008 Revenue Budget with actual booked revenue as of June 1, 2008. This report

states that actual revenues total 84% of the revenue budget. Additional posting will be made in June. The largest of the postings will be for the final quarter of service billings to the Port of San Diego (\$0.8 million) and the General Funds portion of the Property Tax pass-thru revenues (\$0.4 million). It is projected that the General Fund revenues will be under budget by approximately \$1.0 million. This is due to primarily to an unrealistic budget for transfers from the Gas Tax and Prop A funds to offset General Fund costs related to Street Maintenance (\$0.6 million).

Attachment 3 General Fund Expenditures by Department: This report compares operating department budgets with actual expenses through June 1, 2008.

Attachment 4 General Fund 5 Year Forecast: This report provides an estimate of the financial status of the General Fund over the next five years. The purpose of this projection is to identify trends and an "order of magnitude" to fund existing levels of service. It is based on a set of assumptions, some of which will assuredly change in the future. Thus, the forecast should be used as a guide as to the financial direction the City is headed and not as an absolute prediction.

This projection assumes limited tax growth potential. This is due to the fact that our General Fund Property Tax is frozen (due to the formation of the RDA) and sales tax per capita is one of the lowest in the state. Two tax sources have the potential for some growth: VLF in Lieu and Transient Occupancy Tax. Growth in the VLF in Lieu revenues is dependent on assessed value growth. Later this month we will know the actual change in assessed value. The County Assessor has projected a 3.5% growth for Imperial Beach. Given today's housing market, it is difficult to project what will be the growth in assessed value in the future years. Transient Occupancy Tax will grow with the new hotel.

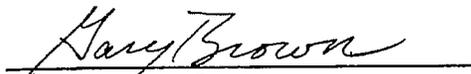
The forecast projects that the General Fund tax revenues will not be sufficient to keep up with inflationary increases in expenditures. Law enforcement costs are projected to increase at a faster pace than tax revenues. This projection is also before any potential "hits" due to the State budget problems. This will further exacerbate the problem.

DEPARTMENT RECOMMENDATION:

It is respectfully requested that the City Council receive and file this report.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

- Attachment 1: General Fund Expenditures
- Attachment 2: General Fund Revenues
- Attachment 3: General Fund Expenditures by Department
- Attachment 4: General Fund 5 Year Forecast

General Fund Expenditures

Transactions Entered Into H.T.E as of June 1, 2008, 89.3% Labor Year Elapsed

Fiscal YR

Fund Description

Fund	Expense Type	Object Description	Budget	Actual	Difference	% Used	
101	Employee Costs	SALARIES FULL-TIME	2,839,424	2,437,877	401,547	86%	
		SALARIES PART-TIME	745,200	617,210	127,990	83%	
		COUNCIL/RDA BOARD PAY	13,800	14,034	(234)	102%	
		OVERTIME	108,350	92,579	15,771	85%	
		PERS-CITY PORTION	496,616	401,795	94,821	81%	
		PERS-EMPLOYEE PORTION	121,246	114,155	7,091	94%	
		SECTION 125 CAFETERIA	424,783	361,334	63,449	85%	
		FICA	305,728	246,980	58,748	81%	
		FLSA WAGES	-	13,673	(13,673)	#DIV/0!	
		LIFE INSURANCE	5,600	5,611	(11)	100%	
		MGT MEDICAL REIMBURSEMENT	2,940	2,580	350	88%	
		AUTO ALLOWANCE	20,283	18,384	1,899	91%	
		CELL PHONE ALLOWANCE	2,800	1,903	898	68%	
		UNEMPLOYMENT INSURANCE	51,583	46,934	4,649	91%	
		WORKER'S COMP INSURANCE	12,480	12,480	-	100%	
	Employee Costs Total		5,150,833	4,387,538	763,295	85%	89.3% Labor Year Elapsed
	Other Costs	ABC-CHARGES	1,869,523	1,869,523	-	100%	
		ADMINISTRATION CHARGES	2,742	218	2,524	8%	
		ADVERTISING	23,200	8,742	14,458	38%	
		ATTORNEY SERVICES	100,250	90,545	9,705	90%	
		ATTORNEY SERVICES-OTHER	100,000	-	100,000	0%	No cost, County pays
		BOOKING FEES	102,324	(14,172)	116,496	-14%	
		BUILDING CONSTRUCTION	6,000	5,527	474	92%	
		COMMUNITY PROGRAMS	5,100	5,000	100	98%	
		CONTRACTS-ELECTIONS	1,000	531	469	53%	
		CONTRACTS-POSTAGE MACHINE	7,000	-	7,000	0%	
		COPIER LEASES	11,700	15,476	(3,776)	132%	
		COROVAN STORAGE	1,500	-	1,500	0%	
		DESIGN SERVICES	468	-	468	0%	
		EMPLOYEE RECOGNITION AWRD	8,700	7,124	1,576	82%	
		EQUIPMENT	108,451	53,096	55,355	49%	
		FEES & LICENSES	1,600	354	1,246	22%	
		FIRE EXTINGUISHER SERVICE	1,750	25	1,725	1%	
		GAS & ELECTRIC (SDG&E)	190,900	144,312	46,588	76%	
		INSURANCE PREMIUM/DEPOSIT	41,475	-	41,475	0%	
		JURMP COSTS	(25)	(25)	-	100%	
		MAINTENANCE & REPAIR	74,020	38,628	35,392	52%	
		MEMBERSHIP DUES	37,480	21,798	15,682	58%	
		MILEAGE REIMBURSEMENT	1,950	607	1,343	31%	
		NUISANCE ABATEMENT CHARGE	1,500	-	1,500	0%	
		OES/DOJ FEDERAL PROGRAM	15,000	128	14,872	1%	
		OFFICE SUPPLIES	31,964	23,662	8,302	74%	
		OPERATING SUPPLIES	195,948	127,723	68,225	65%	
		OTHER SERVICES & CHARGES	130,250	23,075	107,175	18%	
		PEST CONTROL SERVICE	4,525	2,714	1,811	60%	
		PLAN CHECK SVCRCIES	8,000	410	7,590	5%	
		POSTAGE & FREIGHT	8,700	13,256	(4,556)	152%	
		PRINTING SERVICES	22,044	9,942	12,102	45%	
		PROFESSIONAL SERVICES	5,565,640	2,685,600	2,880,040	48%	1/2 yr Law Enf. billings posted
		PUBLIC WORKS ADMIN	142,001	142,001	-	100%	
		RCS PROGRAM	122,821	89,543	33,278	73%	
		REIMBURSE JURMP COSTS	(426,115)	(426,115)	-	100%	
		RENT-EQUIPMENT	5,200	612	4,588	12%	
		RENT-FACILITIES	-	2,264	(2,264)	#DIV/0!	
		RENT-UNIFORMS	32,075	17,441	14,634	54%	
		SECURITY & ALARM	1,600	2,335	(735)	146%	
		SMALL TOOLS/NON-CAPITAL	8,100	2,617	5,483	32%	
		STREET SWEEPING SERVICE	2,100	-	2,100	0%	
		SUBSCRIBE & PUBLICATIONS	8,946	3,781	5,165	42%	
		TECHNICAL SERVICES	752,451	366,909	385,542	49%	Animal Control, Fire Communications
		TEMPORARY STAFFING	154,188	133,936	20,252	87%	
		THIRD PARTY ADMIN (W/C)	-	1,733	(1,733)	#DIV/0!	
		TRAFFIC CONTROL	27,500	25,136	2,364	91%	
		TRAINING & EDUCATION-MOU	20,200	6,061	14,139	30%	
		TRANSFER OUT	(15,168)	(2,096)	(13,072)	14%	
		TRAVEL, TRAINING, MEETING	65,590	43,083	22,507	66%	
		UTILITIES-CELL PHONES	14,955	9,987	4,968	67%	
		UTILITIES-SEWER	3,600	-	3,600	0%	
		UTILITIES-TELEPHONE	45,840	25,146	20,694	55%	
		UTILITIES-WATER	43,975	43,599	376	99%	
		VEHICLE ABATEMENT CHARGES	1,500	-	1,500	0%	
		VEHICLE OPERATE-FUEL/OIL	25,000	-	25,000	0%	
		WORKORDER MATERIALS	-	-	-	#DIV/0!	
		DOT-CALTRANS	-	64,353	(64,353)	#DIV/0!	Grant Related
		PROP 50 COASTAL NON POINT	150,000	83	149,917	0%	Grant Related
		B and WW Sand Replen	-	54,000	(54,000)	#DIV/0!	Grant Related
		WORKORDER EQUIPMENT	-	-	-	#DIV/0!	Grant Related
		PARK CIP	17,865	-	17,865	0%	
	Other Costs Total		9,884,903	5,740,227	4,144,676	58%	
101	Total General Fund Expenses		15,035,736	10,127,765	4,907,971	67%	

City of Imperial Beach
General Fund Revenue

ATTACHMENT 2

Transactions Entered Into H.T.E.as of June 1, 2008, 89.3% Labor Year Elapsed

Fiscal Year 2008
Fund D GENERAL FUND REVENUE

Fund	Balance Sheet	Account	Budget	Actual	Difference	% Used	
101	Revenue	311.60-01 1% GENERAL PURPOSE TAX	(1,803,048)	(1,721,487)	(81,561)	95%	Add'l amount will be received
		311.60-02 AB1290 RDA PASS-THRU	(363,024)	-	(363,024)	0%	Will be received at yr end
		311.60-03 TIJUANA SLOUGH	(7,000)	-	(7,000)	0%	Will be received at yr end
		311.60-04 VLF ADJ- R & T CODE 97.70	(2,100,000)	(2,190,075)	90,075	104%	
		311.60-05 SALES TAX ADJ-PROP 57	(179,742)	(208,869)	29,127	116%	
		313.40-01 7.75% SALES TAX (1% CITY)	(680,300)	(551,632)	(128,668)	81%	Additional month to be posted
		313.60-02 PROP 172: .5% SALES TAX	(126,700)	(109,300)	(17,400)	86%	
		315.60-03 DOCUMENTARY TRANSFER TX	(105,000)	(32,564)	(72,436)	31%	Will not make budget
		316.70-49 TRANSIENT OCCUPANCY TAX	(254,800)	(163,993)	(90,807)	64%	Will not make budget
		318.10-05 SOLID WASTE (EDCO)	(197,700)	(185,948)	(11,752)	94%	
		318.10-10 GAS & ELECTRIC (SDG&E)	(159,300)	(149,628)	(9,672)	94%	
		318.10-15 CABLE (COX CABLE)	(285,800)	(292,139)	6,339	102%	
		318.10-20 WATER (CAL AMERICAN)	(74,300)	(70,383)	(3,917)	95%	
		318.10-25 SEWER (I.B. ENTERPRISE)	(212,400)	(212,400)	-	100%	
		321.72-10 BUSINESS LICENSE	(265,200)	(268,192)	2,992	101%	
		322.73-01 BUILDING PERMITS	(204,300)	(124,642)	(79,658)	61%	
		322.73-02 PLUMBING PERMITS	(18,400)	(15,544)	(2,856)	84%	
		322.73-03 ELECTRICAL PERMITS	(22,500)	(16,528)	(5,972)	73%	
		322.73-04 MECHANICAL PERMITS	(6,700)	(5,678)	(1,022)	85%	
		323.71-01 INSPECTION FEE	(165,000)	(181,007)	16,007	110%	
		324.72-20 ANIMAL LICENSES	(13,000)	(12,774)	(226)	98%	
		324.72-30 BICYCLE LICENSES	-	(40)	40	#DIV/0!	
		324.73-01 MISCELLANEOUS PERMITS	-	(12,649)	12,649	#DIV/0!	
		324.73-05 BUILDING-GRADING PERMITS	(800)	-	(800)	0%	
		325.73-06 SPECIAL EVENT PERMIT FEES	(50,000)	(28,078)	(21,922)	56%	
		332.40-01 VLF REVENUE	(180,000)	(111,744)	(68,256)	62%	State will pay in September
		333.40-01 OFF-HIGHWAY VEHICLE LIC	(700)	-	(700)	0%	
		334.40-01 STATE OF CALIFORNIA GRANT	(14,989)	(81,791)	66,802	546%	
		334.40-02 DEPT OF BOATING/WATERWAYS	-	(54,000)	54,000	#DIV/0!	
		334.40-05 CLEAN BEACH GRANT	-	-	-	#DIV/0!	
		334.40-06 CALTRANS	-	(24,162)	24,162	#DIV/0!	
		335.40-01 STATE MANDATED COST REIMB	(60,000)	(55,595)	(4,405)	93%	
		336.40-01 BOOKING FEES	(70,000)	-	(70,000)	0%	County now receives State funding
		337.50-01 FEDERAL GRANTS	(152,815)	(77,701)	(75,114)	51%	
		338.60-02 VEHICLE ABATEMENT (AVA)	(51,000)	(32,606)	(18,394)	64%	
		338.60-03 VEHICLE IMPOUND FEE	(25,000)	(8,172)	(16,828)	33%	
		341.74-01 BUILDING PLAN CHECK	(102,490)	(67,125)	(35,365)	65%	
		341.74-02 PLANNING PLAN CHECK FEE	(2,034)	-	(2,034)	0%	
		341.74-03 PLANNING & ZONING	(119,101)	(172,412)	53,311	145%	
		342.20-01 OTHER PORT REIMBURSE	(30,000)	(30,430)	430	101%	
		342.20-02 LAW ENFORCEMENT (21%)	(1,223,117)	(917,338)	(305,779)	75%	one more quarterly billing
		342.20-03 FIRE SERVICES (8%)	(167,424)	(125,568)	(41,856)	75%	one more quarterly billing
		342.20-04 OCEAN BEACH (100%)	(1,192,668)	(899,778)	(292,890)	75%	one more quarterly billing
		342.20-05 TIDELANDS (100%)	(802,000)	(636,983)	(165,017)	79%	one more quarterly billing
		342.20-06 ANIMAL CONTROL (12.7%)	(25,616)	(19,212)	(6,404)	75%	one more quarterly billing
		343.30-02 SWEETWATER (SUHSD)	(68,616)	(43,545)	(25,071)	63%	
		344.75-02 CITY CLERK MAPS/PUB.	(300)	(694)	594	298%	
		344.75-03 BUILDING MAPS/PUBLICATION	(1,030)	(621)	(409)	60%	
		344.75-04 COMM DEV MAPS/PUB.	(100)	(50)	(50)	50%	
		344.76-01 COMM DEV ADMIN FEES	(500)	-	(500)	0%	
		344.76-03 FINANCE ADMIN FEES	(12,528)	(6,907)	(5,622)	55%	
		344.76-04 BUILDING ADMIN FEES	(867)	(2,025)	1,158	234%	
		344.77-01 PICNIC SHELTER FEE	(900)	(835)	(65)	93%	
		344.77-02 BALL FIELD RENTAL FEES	-	(3,350)	3,350	#DIV/0!	
		344.77-03 AIR JUMP FEES	(1,722)	(1,296)	(426)	75%	
		344.77-04 AFTER-SCHOOL RECREATION	-	(25)	25	#DIV/0!	
		344.77-05 ADULT SPORTS PROGRAMS	(1,632)	(840)	(792)	51%	
		344.77-06 SPORTS PARK PROGRAM FEES	(1,407)	(1,044)	(363)	74%	
		344.77-07 BEVERAGE VENDOR SERVICES	(122)	-	(122)	0%	
		345.77-01 SENIOR CENTER PROGRAMS	(442)	(442)	-	100%	
		351.78-01 PARKING CITATIONS	(148,000)	(122,249)	(25,751)	83%	
		351.78-02 ORDINANCE CIVIL PENALTY	(114,094)	(57,263)	(56,831)	50%	
		352.78-01 TRAFFIC FINES	(139,672)	(133,447)	(6,225)	96%	
		353.78-01 FALSE ALARMS	-	(1,625)	1,625	#DIV/0!	
		361.80-01 ALLOCATED INTEREST	(187,000)	(214,452)	27,452	115%	
		361.80-02 NON-ALLOCATED INTEREST	(448,572)	(448,572)	-	100%	
		362.82-01 RENT LAND	(240,500)	(135,280)	(105,220)	56%	
		362.82-02 RENT BUILDINGS	(32,600)	(47,635)	15,035	146%	
		371.83-01 CASH OVER/SHORT	-	(6)	6	#DIV/0!	
		371.83-02 CONTRIBUTIONS	(20,000)	(7,500)	(12,500)	38%	
		371.83-03 MISCELLANEOUS REVENUE	(14,000)	(5,667)	(8,333)	40%	
		371.83-06 SKATEPARK ELEMENT CONTRIB	-	(437)	437	#DIV/0!	
		371.83-07 SENIOR CENTER MEMBERSHIPS	(895)	(930)	35	104%	
		371.83-08 MERCHANDISE SALES 50 ANNI	-	(1,954)	1,954	#DIV/0!	
		374.85-01 OTHER COST REIMBURSEMENT	(35,000)	(40,201)	5,201	115%	
		374.85-02 DUI COST REIMBURSEMENT	(20,000)	(5,829)	(14,171)	29%	
		374.85-03 A.I.S. PARAMEDIC BILLING	-	(7,471)	7,471	#DIV/0!	
		374.85-04 AMR PARAMEDIC BILLING	(140,000)	(145,250)	5,250	104%	
		375.88-01 SALES OF I.B. T-SHIRTS	-	(1,116)	1,116	#DIV/0!	
		376.88-02 PAYMENT IN LIEU OF TAX	(64,100)	(64,100)	-	93%	
		381.90-01 ABC CHARGES	(1,988,077)	(1,854,290)	(133,787)	93%	
		391.90-02 TRANSFER IN-GAS TAX FUND	(561,800)	(242,000)	(319,800)	43%	Transfers match Street Mnt.
		391.90-03 TRANSFER IN-PROP "A" FUND	(714,092)	(442,913)	(271,179)	62%	Transfers match Street Mnt.
101	Total General Fund		(16,472,536)	(13,910,229)	(2,562,307)	84%	

City of Imperial Beach

General Fund Expenditures by Department

Transactions Entered into H.T.E as of June 1, 2008, 89.3% Labor Year Elapsed

ATTACHMENT 3

Fiscal YR	2008
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Fund Dept	Budget	Actual	Difference	% Used
101-1010 GENERAL FUND MAYOR/CITY COUNCIL	83,600	75,611	7,989	90%
101-1020 GENERAL FUND CITY CLERK	235,377	199,515	35,862	85%
101-1110 GENERAL FUND CITY MANAGER	266,900	220,302	46,598	83%
101-1130 GENERAL FUND PERSONNEL	226,970	194,611	32,359	86%
101-1210 GENERAL FUND ADMINISTRATIVE SERVICES	625,600	576,893	48,707	92%
101-1220 GENERAL FUND CITY ATTORNEY	268,125	100,669	167,456	38%
101-1230 GENERAL FUND COMMUNITY DEVELOPMENT	267,772	204,448	63,324	76%
101-1260 GENERAL FUND RDA CIP/OPERATIONS PA#1	-	1,321	(1,321)	#DIV/0!
101-1910 GENERAL FUND FACILITIES MAINTENANCE	248,049	198,395	49,654	81%
101-1920 GENERAL FUND NON DEPARTMENTAL	254,546	141,795	112,751	104%
101-3010 GENERAL FUND LAW ENFORCEMENT CONTRACT	5,932,318	2,823,750	3,108,568	48%
101-3020 GENERAL FUND FIRE PROTECTION	1,856,573	1,588,128	268,445	86%
101-3030 GENERAL FUND OCEAN/BEACH SAFETY	1,192,668	956,451	236,217	80%
101-3040 GENERAL FUND BUILDING AND HOUSING INSP	310,676	238,147	72,529	77%
101-3050 GENERAL FUND ANIMAL CONTROL	201,700	110,068	91,632	55%
101-3060 GENERAL FUND DISASTER PREPAREDNESS	46,722	39,492	7,230	85%
101-3070 GENERAL FUND CODE ENFORCEMENT	45,890	41,610	4,280	91%
101-3080 GENERAL FUND AVA	36,761	31,285	5,476	85%
101-5010 GENERAL FUND STREET MAINTENANCE	694,913	541,837	153,076	78%
101-5020 GENERAL FUND ADMINISTRATION	421,864	316,091	105,773	75%
101-5030 GENERAL FUND GRAFFITI REMOVAL	-	6,771	(6,771)	#DIV/0!
101-5040 GENERAL FUND SOLID WASTE MANAGEMENT	107,824	81,144	26,680	75%
101-5060 GENERAL FUND GRANTS	150,000	83	149,917	0%
101-6010 GENERAL FUND RECREATION	296,679	205,260	91,419	70%
101-6020 GENERAL FUND PARK MAINTENANCE	385,294	286,883	98,411	75%
101-6030 GENERAL FUND SENIOR SERVICES	27,431	22,484	4,947	82%
101-6040 GENERAL FUND TIDELANDS MAINTENANCE	851,484	676,154	175,330	79%
101-xxxx GENERAL FUND CAPITAL EXPENSES*	-	248,568	(248,568)	#DIV/0!*
Grand Total	15,035,736	10,427,765	4,907,971	67%

* Funding for Capital spending is reflected in the CIP Project Budget

City of Imperial Beach
General Fund Five Year Forecast
 As of 6-01-08

ATTACHMENT 4

Fund	101
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Type	Category	Group	Fiscal Year									
			2005	2006	2007	2008	2009	2010	2011	2012	2013	
Revenue	Taxes	PROPERTY TAX	1,656,294	1,733,670	1,839,079	1,803,048	1,875,200	1,875,200	1,875,200	1,875,200	1,875,200	
		PROPERTY TAX RELATED	237,029	313,549	392,617	363,024	363,024	370,284	377,690	385,244	392,949	
		SALES TAX	897,583	877,876	891,141	986,742	1,016,300	1,016,300	1,016,300	1,016,300	1,016,300	
		TRANSIENT OCCUPANCY TAX	279,826	265,355	236,136	254,800	249,700	249,700	249,700	249,700	249,700	
		OTHER TAXES	180,445	108,423	65,292	176,100	139,300	139,300	139,300	139,300	139,300	
		VLF PROPERTY TAX	1,485,732	1,884,683	2,009,955	2,100,000	2,163,000	2,163,000	2,163,000	2,163,000	2,163,000	
	Taxes Total			4,736,909	5,183,555	5,434,221	5,683,714	5,806,524	5,813,784	5,821,190	5,828,744	5,836,449
	Other Revenues	FRANCHISE FEES	836,367	709,394	882,758	929,500	943,900	972,217	1,001,384	1,031,425	1,062,368	
		INTEREST INCOME	173,558	140,389	108,859	635,572	635,572	635,572	629,216	622,924	616,695	
		RENTAL INCOME	149,142	199,758	153,046	273,100	277,900	277,900	277,900	277,900	277,900	
		FINE REVENUE	372,655	350,562	530,471	401,766	409,900	409,900	409,900	409,900	409,900	
		OTHER REVENUE	68,553	38,335	16,912	34,000	34,000	34,000	34,000	34,000	34,000	
		VLF REVENUE	648,992	180,850	150,046	180,700	186,100	186,100	186,100	186,100	186,100	
	Other Revenues Total			2,249,267	1,619,289	1,842,092	2,454,638	2,487,372	2,515,689	2,538,500	2,562,249	2,586,963
	Cost Reimburse	PORT DISTRICT REVENUE	2,978,285	3,019,877	3,225,856	3,440,825	3,595,960	3,703,839	3,814,954	3,929,403	4,047,285	
		ABC REVENUE	2,367,403	2,399,843	2,499,088	1,988,077	1,988,077	2,067,600	2,150,304	2,236,316	2,325,769	
		TRANSFERS IN	980,800	917,625	970,000	1,275,892	723,575	745,282	767,641	790,670	814,390	
		BUILDING/DEVELOPMENT FEES	437,425	773,020	850,818	644,122	642,600	655,452	668,561	681,932	695,571	
		BUSINESS LICENSE	252,976	291,840	296,369	265,200	275,800	281,316	286,942	292,681	298,535	
		LICENSE/PERMITS/FEES	146,846	112,172	103,079	151,311	83,200	85,696	88,267	90,915	93,642	
		GRANT REVENUE	(1,925)	39,098	145,233	167,804	-	-	-	-	-	
		COST OFFSET REVENUE	60,522	91,455	69,211	111,000	112,000	115,360	118,821	122,385	126,057	
		SCHOOL DISTRICT REIMBURSE	131,036	73,183	55,894	68,616	58,000	59,740	61,532	63,378	65,280	
OTHER REIMBURSEMENTS		279,272	195,183	367,072	220,000	220,000	220,000	220,000	220,000	220,000		
Cost Reimbursement Total			7,632,639	7,913,297	8,582,620	8,332,847	7,699,212	7,934,285	8,177,022	8,427,681	8,686,528	
Revenue Total			14,618,815	14,716,141	15,858,932	16,471,199	15,993,108	16,263,759	16,536,712	16,818,674	17,109,940	
Expense	Employee Costs	SALARIES	3,524,589	3,747,221	3,705,179	3,729,857	3,952,346	4,110,440	4,274,857	4,445,852	4,623,686	
		FRINGE BENEFITS	1,001,304	1,130,384	1,123,032	996,193	1,073,011	1,115,931	1,160,569	1,206,991	1,255,271	
		HEALTH BENEFIT	321,779	369,612	384,628	424,783	481,563	515,272	551,341	589,935	631,231	
	Employee Costs Total			4,847,672	5,247,217	5,212,839	5,150,833	5,506,920	5,741,644	5,986,768	6,242,779	6,510,188
	Other Costs	SHERIFF CONTRACT	4,462,045	4,534,088	4,636,329	5,201,560	5,461,700	5,734,785	6,050,198	6,382,959	6,734,022	
		INTER-DEPT CHARGES	1,928,096	1,753,661	2,153,426	2,052,999	2,091,014	2,174,655	2,261,641	2,352,106	2,446,191	
		CONTRACT SERVICES	830,295	793,772	656,659	854,573	592,226	609,993	628,293	647,141	666,556	
		TECHNICAL SERVICES	672,325	549,131	508,453	758,051	768,201	791,247	814,984	839,434	864,617	
		SUPPLIES AND SERVICES	561,233	438,910	513,659	623,300	596,779	614,682	633,123	652,117	671,680	
		UTILITIES	268,981	289,976	313,337	299,270	301,009	310,039	319,340	328,921	338,788	
		MAINTENANCE	75,525	60,939	50,434	74,020	81,341	83,781	86,295	88,884	91,550	
		LEGAL SERVICES	248,457	178,041	141,582	200,250	200,250	206,258	212,445	218,819	225,383	
		CAPITAL	107,901	48,528	35,219	260,851	132,695	136,676	140,776	144,999	149,349	
		JURMP	(335,200)	-	(350,700)	(426,140)	(406,745)	(423,015)	(439,935)	(457,533)	(475,834)	
		TRANSFERS OUT	1,327,502	151,132	538,280	593,000	593,000	18,720	19,469	20,248	21,057	
		Other Costs Total			10,147,163	8,798,178	9,196,677	10,491,734	10,411,470	10,257,821	10,726,629	11,218,094
Expense Total			14,994,835	14,045,395	14,409,516	15,642,567	15,918,390	16,999,464	16,713,396	17,460,873	18,243,647	
Net Balance			(376,020)	670,746	1,449,416	828,632	74,718	264,294	(176,684)	(642,199)	(1,133,607)	



AGENDA ITEM 6.2

**STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY**

TO: CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GARY BROWN, EXECUTIVE DIRECTOR

MEETING DATE: JULY 16, 2008

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

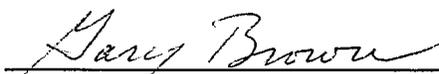
**SUBJECT: PROPOSED EXCLUSIVE NEGOTIATION AGREEMENT FOR
THE REDEVELOPMENT OF SITES LOCATED ON THE SOUTH
SIDE OF STATE ROUTE ("SR") 75/PALM AVENUE AND
BETWEEN DELAWARE AND 7TH STREETS.**

BACKGROUND

Staff met with the Sterling Development team of Jeff Rasak and Dan Malcolm on Thursday, July 10, 2008. Sterling has decided not to pursue an Exclusive Negotiation Agreement with the Agency. Sterling stated that they will explore other possible development opportunities.

RECOMMENDATION

There is no action required by the Agency related to this item.



Gary Brown, Executive Director

****Please see corresponding Staff Report attached hereto.****



AGENDA ITEM 6.2

**STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY**

TO: CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GARY BROWN, EXECUTIVE DIRECTOR

MEETING DATE: JULY 16, 2008

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

SUBJECT: PROPOSED EXCLUSIVE NEGOTIATION AGREEMENT FOR THE REDEVELOPMENT OF SITES LOCATED ON THE SOUTH SIDE OF STATE ROUTE ("SR") 75/PALM AVENUE AND BETWEEN DELAWARE AND 7TH STREETS.

BACKGROUND

On April 2, 2008, the Agency authorized staff to negotiate an Exclusive Negotiation Agreement ("ENA") with the Sterling Development Team ("Sterling") comprised of Jeffrey Rasak and Dan Malcolm.

On May 15, 2008 Staff provided a draft ENA to Sterling for comments.

On June 12, 2008 Staff received a revised ENA from Mr. Dan Malcolm. Sterling requested numerous changes to ENA, including the inclusion of language that would commit the Agency to the use of Eminent Domain.

On June 19, 2008 Staff provided a revised version of the Draft ENA that incorporated many of the changes requested by the Sterling. The revised draft ENA was accompanied by a cover letter explaining the changes and staff's reasons for the exclusion of some of the requested changes.

On June 26, 2008, staff received a letter signed by Mr. Jeff Rasak that outlined problems Sterling had with the newly revised ENA. Mr. Rasak's letter also included a reference to other issues that Sterling had with the ENA, but these issues were not described in the letter. The letter also stated that Sterling had decided not to proceed with the ENA as proposed.

On July 3, 2008 Staff sent a response dated to Mr. Rasak's letter. The July 3rd letter again addressed the reasons for the exclusion of many of the requested changes to the ENA by Sterling. The following is an excerpt from staff's letter and summarizes the primary concerns of Sterling.

1. It is inappropriate to mention eminent domain in an ENA.
2. Agency staff was willing to include and recommend to the Board another 30 days to the ENA negotiating period.
3. Agency staff was willing to include and recommend to the Board a reduction to \$150,000 from \$250,000 as the maximum amount for which the Developer would have been responsible if a breach occurs.
4. The provision on green building standards remains because it reflected Agency staff's hopes that Sterling could do something to reduce the affects of global warming.
5. The language showing no Agency financial participation simply reflected what Sterling has described repeatedly to staff and the Agency Board. If, during the on-going review of the project, staff believed financial assistance was justified, Agency staff would have to consider recommending it to the Board.
6. Agency staff recommended the indemnity provision related to prevailing wage matters because Agency staff cannot recommend the Board accept the associated risks.

DISCUSSION

Staff will meet with the Sterling Development team of Jeff Rasak and Dan Malcolm on Thursday, July 10, 2008. Staff will provide an update as a last minute agenda item.

ENVIRONMENTAL

After the execution of any Disposition and Development Agreement or Owner Participation Agreement, the appropriate environmental documentation will be prepared concurrent with the implementation phase of the project.

RECOMMENDATION

Staff will provide a recommendation as last minute information after the July 10th meeting with Sterling.



Gary Brown, Executive Director



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: JULY 16, 2008
ORIGINATING DEPT.: PUBLIC WORKS
SUBJECT: UTILITY UNDERGROUND PROJECT REPORT

BACKGROUND:

At the May 28, 2008, City Council meeting, staff presented a report with the recommendation to set the time and place for a public hearing to consider the formation of a utility underground district in Elm Avenue between 9th Street and the eastern city limits. As part of the presentation, staff discussed the possible impacts on private properties with the placement of utilities underground in this section of Elm Avenue. City Council did not adopt the resolution to set the time and place for a public hearing to consider the formation of an underground utility district. Rather, City Council directed staff to survey other street segments for possible utility undergrounding that might have less impact on residential properties.

DISCUSSION:

City of Imperial Beach Administrative Procedures No. B-9 adopted by City Council in resolution 2003-5864 established the following street segments for future utility undergrounding in priority order:

1. Elm Avenue (between 3rd Street and 13th Street, and including Encina Avenue).
2. 2nd Street (between Palm Avenue and Imperial Beach Boulevard)
3. 3rd Street (between north city limits and Imperial Beach Boulevard)
4. 7th Street (between north city limits and Elm Avenue)
5. Calla Avenue (between 7th Street and 13th Street)
6. Donax Avenue (between 7th Street and 13th Street)

At the June 6, 2007, City Council meeting, City Council directed staff to initiate a utility underground district with the utility companies for Elm Avenue (between 9th Street and east City limits) street section for the first phase of placing utilities underground on Elm Avenue. With the direction provided at the May 28, 2008, City Council meeting, staff has revisited the above list of street sections with the intent of providing the additional feedback to City Council on other street sections that would have less impact on residences if the street section utilities were placed underground.

Staff submits the following for City Council consideration:

- Place utilities underground on Elm Avenue between 3rd Street to 7th Street and additionally on 7th Street between Palm Avenue and Elm Avenue (priority 1 and 4 above); or alternatively
- Place utilities underground on 2nd Street between Palm Avenue and Imperial Beach Boulevard (priority 2 above).

Neither of these options will cause new utility poles or guy wires in the side yards or back yards of private residences. They also will not require aerial guy wires extending across the newly undergrounded street section.

ENVIRONMENTAL DETERMINATION:

Project is exempt per CEQA article 15252 "Feasibility and Planning Studies."

FISCAL IMPACT:

Expenditure of Gas Tax funds approved with CIP Project S08-901 for Staff's initial study work. CIP S08-901 approved limited funds to study and initiate a utility underground district on Elm Avenue - \$20,000

Future expenditures would be:

1. 20A Fund allocation necessary for the underground conversion (estimate \$2M to \$3M); and
2. New street lights from City funds (RDA and/or General Fund) – estimate \$150,000

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Discuss alternative utility underground street sections, focusing on the list provided in Administrative Policy B-9 discussed above.
3. Provide City staff direction on street section to do further study.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager



AGENDA ITEM NO. 6.4

**STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY**

TO: CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GARY BROWN, EXECUTIVE DIRECTOR *GB*

MEETING DATE: JULY 16, 2008

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

SUBJECT: NEIGHBORHOOD REVITALIZATION – CLEAN AND GREEN PROGRAM

BACKGROUND

On June 27, 2001 the City Council and Imperial Beach Redevelopment Agency (the "Agency") adopted the Redevelopment Plan for the Palm/Commercial Redevelopment Project. In 2003 Tax Allocation Bonds ("Bond") were issued yielding approximately \$22 million. A series of Community Workshops were held to determine community priorities for the Bond proceeds. In summer of 2004, the Agency held a Focus Discussion based on the Community Workshops' results and established allocation priorities for the Bond proceeds. During the Focus Discussion, the Agency was in agreement with the recommendations of the Community Workshops that a Residential Rehabilitation Loan Program was a priority.

In September 2005, the City Council approved a Residential Rehabilitation Loan Program funded by Community Development Block Grant ("CDBG") funds. In October 2006, after a year of administering the program and completing only three (3) homes, staff recommended terminating the program. Staff determined that the approval processes required by the CDBG program did not allow staff to respond to applicants or proceed in a timely manner. In addition, the maximum \$10,000 forgivable loan did not allow for a sufficient amount of improvements to be made, and therefore make a noticeable impact on revitalizing the individual properties. However, the goal and objective to revitalize the City's neighborhoods remained a priority.

In December 2007, the Agency approved the "Clean and Green Program" as a pilot project and allocated \$180,000 for this effort. The Clean and Green Program is a Neighborhood Revitalization Program for qualified single-family homeowners. The Program provides loans to qualified single-family homeowners to install energy efficient and water conservation improvements, and exterior (aesthetic) and interior health & safety improvements.

DISCUSSION

The Clean and Green program was a pilot program. Staff had stated that the program would be evaluated after six applicants were enrolled and an update would be provide to the Agency Board on the progress of the program.

In January 2008, the Clean and Green program was advertised in the Eagle and Times newspaper. Staff received several inquiries and requests for applications. In response to the advertisement and subsequent story in the Eagle and Times, staff distributed 8 applications. The Agency has received those 8 applications and Staff has signed an agreement with 7 applicants. With each advertisement and notice, the staff received additional inquiries about the program. There has also been some positive "word of mouth" dissemination of the Clean and Green program's merits.

The Clean and Green Program has completed two projects and a third is in process. The remaining four are in various stages of the process either soliciting bids or waiting for contractors to begin work. A significant percentage of the improvements have been related to energy and/or water efficiency. By the early fall, the Clean and Green will have provided two homeowners with photovoltaic systems. The response from homeowners has been very positive.

Staff anticipates that in FY08-09, the Clean and Green Program will use the remainder of the initial allocation. At that time, Staff will again evaluate the program and make recommendation to the Agency Board, whether to continue, revise, or terminate the program.

ENVIRONMENTAL IMPACT

While individual projects are not subject to California Environmental Quality Act review, it is expected that a beneficial impact to the environment will be realized as a result of this program.

FISCAL IMPACT

The allocated budget amount is currently \$180,000. The Clean and Green program has expended less than \$60,000. There are sufficient funds to continue the program.

DEPARTMENT RECOMMENDATION

Staff recommends that the Redevelopment Agency Board receive and comment upon the report.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, Executive Director



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: JULY 16, 2008
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*

SUBJECT: ADOPTION OF RESOLUTION NO. 2008-6657 – AUTHORIZING
A PROFESSIONAL SERVICES CONTRACT WITH NASLAND
ENGINEERING FOR THE PREPARATION OF CONSTRUCTION
DRAWINGS FOR THE DATE AVENUE STREET END

BACKGROUND:

During the review and approval of the Seacoast Inn Hotel project, City staff proposed the improvement of the Date Avenue Street End as a separate part of the overall Seacoast Inn redevelopment effort. The City Council approved this proposal and the Redevelopment Agency included the Date Avenue Street End Improvements as a part of its Capital Improvement Program with an estimated budget of \$500,000. City staff retained Parterre Landscape Architecture and Urban Design to prepare a concept plan for the Date Avenue Street End and that plan was incorporated into the plans for the project as well as its environmental impact report (EIR).

DISCUSSION:

Having received final approval from the Coastal Commission on April 10, 2008, the Seacoast Inn is now moving forward. As such, City staff is proposing to enter into a consultant agreement with Nasland Engineering and Parterre Landscape Architecture and Urban Design to prepare the construction drawings for the Date Avenue Street End improvements. The contract proposal, draft contract and scope of work are attached. The total contract amount for this effort is estimated at \$45,346.

ENVIRONMENTAL IMPACT:

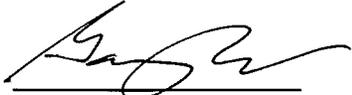
The Environmental Impact Report (EIR) prepared and certified for the Seacoast Inn included the improvement of Date Avenue as part of the project. Any impacts associated with this portion of the project have been identified and will be mitigated as required under the EIR.

FISCAL IMPACT:

The Consultant has provided a fee proposal to complete the requested services in the amount of \$45,346. This project has been included in the City's Capital Improvement Program. A total of \$500,000 has been budgeted for this purpose.

DEPARTMENT RECOMMENDATION:

City staff recommends that the City Council adopts Resolution No. 2008-6657 authorizing the City Manager to enter into a professional services contract with Nasland Engineering for \$45,346 to prepare the construction drawings for the Date Avenue Street End Improvements.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6657
2. Contract Proposal/Scope of Work
3. Draft Contract

RESOLUTION NO. 2008-6657

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH NASLAND ENGINEERING TO PREPARE CONSTRUCTION DRAWINGS FOR THE IMPROVEMENT OF THE DATE AVENUE STREET END

WHEREAS, the City of Imperial Beach desires to improve the Date Avenue Street End in coordination with the redevelopment of the Seacoast Inn located directly north of and adjacent to Date Avenue; and

WHEREAS, on November 21, 2007, the City Council of the City of Imperial Beach approved the specific plan and coastal development permit and certified the Final Environmental Impact Report (FEIR) for the proposed redevelopment of the Seacoast Inn; and

WHEREAS, on April 10, 2008, the California Coastal Commission, on appeal, approved the Coastal Development Permit for the proposed redevelopment of the Seacoast; and

WHEREAS, the City of Imperial Beach now desires to enter into a professional services contract to prepare the construction drawings for the improvements to the Date Avenue Street End; and

WHEREAS, the Imperial Beach Redevelopment Agency has authorized the use of Redevelopment Agency funds for this purpose.

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

1. The City Council hereby adopts Resolution No. 2008-6657, which authorizes the City Manager to enter into a contract with Nasland Engineering for professional services to prepare construction drawings for the improvement of the Date Avenue Street End.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of July 2008, by the following roll call vote:

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

James C. Janney

JAMES C. JANNEY, MAYOR

ATTEST:

Jacqueline M. Hald

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2008-6657 – A Resolution of the City Council of the City of Imperial Beach, California, AUTHORIZING THE CITY TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH NASLAND ENGINEERING TO PREPARE CONSTRUCTION DRAWINGS FOR THE DATE AVENUE STREET END IMPROVEMENTS

CITY CLERK

DATE



NE Job No. 108-107.1

DATE STREET END

SCOPE OF SERVICES

TASK 1 – FIELD SURVEYING

Perform field surveying of Date Street from Seacoast Drive to the seawall including necessary design elevations, topographic features, right-of-way, and utilities. Obtain City record drawings and utility company record drawings for use in depiction of as-built underground utility locations. Survey shall be utilized as the basis of design.

TASK 2 -- DESIGN DEVELOPMENT

Design Development Plans

In conjunction with Parterre Landscape Architecture, prepare design development drawings for the Date Street End Schematic including proposed improvements, hardscape, and amenities. Coordinate design with input from City staff and proposed Seacoast Inn improvements.

Meetings and Coordination

Coordinate design and attend meetings with City Staff, consultants, and Seacoast Inn design team during the Design Development Phase. This task will be provided on an hourly basis based on an assumption of 10 hours.

Cost Estimates

Provide an estimate of costs at final Design Development Phase.

TASK 3 -- CONSTRUCTION DOCUMENTS

Nasland Engineering shall prepare construction documents to be submitted at 60%, 90% and 100% completion. Coordination and inclusion of landscape architects plan and the lighting plans are included. The final construction documents will include the following:

- **Street Improvement Plans**
Street improvement plans will be prepared at 1"=20' scale in accordance with the City of Imperial Beach requirements. Plans will indicate new curb and gutters, drainage, sidewalks, and proposed elevations of the streets fronting the project. Proposed water laterals, fire service laterals, water meters, sewer laterals and storm drain points of connection for the Seacoast Inn will be included, but sized by the Seacoast Inn design team.
- **Construction Detail Plans**
Various construction details will be prepared and included in the plans to indicate design of special paving and other detail design items.
- **Paving Finishes Plans**
Prepared by Parterre Landscape Architecture



- **Planting and Irrigation Plans**
Prepared by Parterre Landscape Architecture
- **Street Light Improvement Plan**
For the inclusion of specialty 'Sheppard's hook' style lighting.

Meetings and Coordination

Coordinate design and attend meetings with City Staff, consultants, and Seacoast Inn design team during the Construction Document Phase. This task will be provided on an hourly basis based on an assumption of 20 hours.

Cost Estimates

Provide an estimate of costs at the 90% Design and Final Design Phase.

REIMBURSABLES

Printing, deliveries, mileage, etc.

Exclusions

The following items are specifically **excluded** from the Scope of Work:

- Structural Engineering, Geotechnical Engineering, Shoring Design or Plans
- Permit Fees
- Environment Studies
- Plans for any improvements not specifically described as in the Scope of Work
- Construction Inspection or Surveying
- Any Easement Plat Preparation
- SWPPP or erosion control plans
- Discretionary Permit Processing
- Sewer, Drainage, or Water Lift Stations
- Off-site Sewer, Water, or Storm Drain Design
- Fire Protection Design
- Franchise Utility Design and Coordination
- Specifications, Bid Assistance
- Construction Consultation
- As-builts

Mr. Larry Thornburgh
Nasland Engineering
4740 Ruffner Street
San Diego, CA. 92111

Subject: Proposal for Landscape Architectural Services – City of Imperial Beach, Date Street Improvement Plans

Date: May 12, 2008

Dear Larry,

The following scope of services and fees include the refinement of Schematic Design Plans, design and preparation of Landscape Public Improvement Plans. Construction administration and observation is not included in the scope of services. The project limits are:

- Date Street extending from Seacoast Drive to one block west.

SCOPE OF SERVICES

The following Scope of Services is based on the Parterre, Seacoast Inn Public Open Space Concept Plan (Schematic Design Plan), dated 6/15/06.

A. Design Development Phase

Prior to beginning the Design Development Phase review current schematic design concepts with the Client and city staff. Prepare Design Development Plan for review based on Client and city staff comments.

B. Construction Documentation Phase (Public Improvement Plans)

Following review and refinement of the Design Development Plan, construction plans, details and specifications will be prepared. Progress review submittals for this phase of work are anticipated. The Construction Documents will include the following:

1. Paving Finishes Plan - Layout and identification of landscape and hardscape (pedestrian pavement and planters) areas for construction purposes. Include construction details required to install the pedestrian pavement and at grade planter work.
2. Planting Plans and Details - Graphically locate and identify planting material to be used, including specific quantities, sizes and varieties. Include necessary planting details and planting legend required to install plant materials.
3. Irrigation Plans and Details - Diagrammatically layout landscape irrigation piping, valves, control equipment, sprinkler heads, and related irrigation equipment for the irrigation of planting areas; specifically calling out pipe and equipment sizing and types, and include necessary details required to install the irrigation systems.

1221 Hayes Avenue
San Diego California 92103
619 296-3713 fax 619 296-3702

PARTERRE

Landscape Architecture
Urban Design
Planning

4. Specifications - Identify the types, manufacturer and/or qualities of materials to be used or incorporated into the work, setting forth methods of installation and establishing the quality and workmanship of the finished work.
5. Probable Cost Opinion - Prepare one (1) Final Landscape Cost Opinion based on the proposed Construction Documents. The cost opinion will reflect current prices for materials and installation as known to Parterre.
6. Team meetings and coordination - coordinate design review and submittals with the client, city staff and consultants. Attend coordination and/ or presentation meetings as required.

SCOPE OF SERVICES EXCLUDED

The Client shall provide the following information or services as required for performance of work including: Topographic and boundary surveys, legal descriptions of the property, soil testing, infrastructure and base information.

The following items are excluded from the scope of services:

- Vertical and horizontal control for sidewalks, curbs and gutters.
- Waterproofing.
- Hydraulic calculations for drainage of paving and landscape areas.
- Subsurface drainage systems.
- Circuitry and photometric studies for street lighting fixtures.
- Structural design for walks, ramps, steps and walls if required.
- Mechanical / plumbing / electrical plans and details for landscape related work.
- Encroachment Removal Agreements.
- As built record drawings.

The following additional services have also been excluded from the proposal: Design Guidelines or reports, preparation of site models, special presentation drawings such as colored perspective renderings in addition to those proposed in the Scope of Services.

FEES FOR PROFESSIONAL SERVICES

Described herein, are as follows:

• Design Development Phase	\$5,160
• Construction Documentation (Public Improvement Plans)	\$8,800
• Expenses	<u>\$800</u>
TOTAL	\$14,760

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San Diego California 92103
619 296-3713 fax 619 296-3702

PARTERRE
Landscape Architecture
Urban Design
Planning

Hourly Rates

Fees for additional services shall be based on the following rates:

Principal	\$120.00 per hour
Project Landscape Architect	\$100.00 per hour

Upon acceptance of the above proposal for services, we will provide you with an agreement for Landscape Architectural Services. If you have any questions, please do not hesitate to contact me.

Sincerely,



Patrick O'Connor, Principal

1221 Hayes Avenue
San Diego California 92103
619 296-3713 fax 619 296-3702

PROPOSAL: Date Street End				
Scope of Services	Nasland	Parterre	Kanrad	Totals
Task 1 -- Field Surveying	3,980			3,980
Task 2 -- Design Development	4,820	5,160		9,980
Task 3 -- Construction Documents	12,710	8,800	6,000	27,510
Reimbursables	1,000	800		1,800
				0
				0
				0
SUBTOTAL:	22,510	14,760	6,000	43,270
Nasland 10% Markup		1,476	600	2,076
TOTAL	22,510	16,236	6,600	45,346



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES
WITH NASLAND ENGINEERING

This agreement is entered into the ___ day of **July, 2008**, by the City of Imperial Beach (“City”) and Nasland Engineering (“Consultant”).

Section 1. RECITALS.

City desires to prepare construction drawings for the proposed improvements to the Date Avenue Street End. The Consultant team prepared the conceptual design for the proposed improvements to the Date Avenue Street End. As such, the Consultant is uniquely qualified to prepare the construction drawings for the proposed improvements to the Date Avenue Street End. The Consultant has the experience and knowledge necessary to assist City in securing the necessary permits.

Section 2. EMPLOYMENT OF CONSULTANT.

City agrees to engage Consultant to perform and Consultant agrees to perform the services outlined in Section 4 and Exhibit A. Consultant represents that all professional services will be performed directly by Consultant or under Consultant’s direct supervision.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The Community Development Director is the Project Coordinator for City and will monitor the progress and execution of this agreement.

Section 4. SCOPE OF SERVICES.

Consultant will prepare construction documents for the improvement of the Date Avenue Street End in the City of Imperial Beach from Seacoast Drive westerly to the terminus of the street end at the beach. Those services are further described in Exhibit A, which is attached to this agreement and incorporated by reference.

Any professional services performed by Consultant before Consultant receives written authorization to proceed will be treated as having been done at Consultant’s own risk and on a volunteer basis.

Consultant will, in a professional manner, furnish all of the labor and the technical, administrative, professional, and other personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by City, that are necessary or proper to complete the work and provide the required professional services.

Consultant will meet the deadlines imposed by the Project Coordinator. When a delay occurs, Consultant must immediately notify the Project Coordinator in writing of the cause and the extent of the delay. The Project Coordinator will ascertain the facts and the extent of the delay and, when justified by the circumstances, may grant an extension of time for the

completion of the professional services. A delay caused by circumstances beyond Consultant's control will be reason for granting an extension of time for completing services.

Section 5. PAYMENT.

City will pay Consultant a total of \$45,346 for its services. Consultant will send City an invoice every month, documenting all services performed and amounts due. The invoices will be payable within thirty (30) days of receipt.

Section 6. LENGTH OF CONTRACT.

This agreement is effective as of the date on which a Notice to Proceed is given to the Consultant by the City. It is estimated by the Consultant that project scope can be completed within twelve (12) months from the date of the Notice to Proceed. The agreement will terminate upon completion of the work, unless terminated earlier under Section 10.

Section 7. CHANGES.

City may change the requested services within the general scope of this agreement. Changes may consist of additions, deletions, or other revisions; and the contract sum and the contract time will be adjusted accordingly. All changes must be authorized in writing and executed by Consultant and City.

Section 8. OWNERSHIP OF DOCUMENTS.

All documents, data, studies, drawings, maps, models, photographs, reports, and other materials prepared by Consultant under this agreement will be the property of City. Consultant may retain copies of such materials as desired but must deliver all original materials to City.

Section 9. STANDARD PROVISIONS.

Consultant will not discriminate against, harass, or allow the harassment of an employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant also will not discriminate against, harass, or allow the harassment of any qualified individual with a disability. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin and will make reasonable accommodation to qualified individuals with disabilities. Affirmative action includes, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant will post in conspicuous places accessible to employees and applicants for employment all notices provided by City that describe the provisions of this non-discrimination clause.

Section 10. TERMINATION.

Either party may terminate this agreement at any time, by giving the other party at least thirty (30) days' written notice to specifying the effective date of the termination.

Attachment 3

Consultant must provide the originals of all finished or unfinished documents, data, studies, surveys, drawings, maps, reports, or other materials prepared under this agreement to City by the effective date of termination. Consultant is entitled to receive equitable compensation for any work satisfactorily completed on those materials, up to the effective date of notice of termination. Compensation may not exceed the total costs authorized in Section 5.

Section 11. ASSIGNABILITY.

This agreement may not be assigned by either party without the prior written approval of the other.

Section 12. INDEPENDENT CONTRACTOR.

Consultant and any subconsultants employed by Consultant are independent contractors and not agents of City. Under any provision in this agreement that may appear to give City the right to direct Consultant or subconsultants regarding the details of the work or to exercise a measure of control over the work, Consultant will follow City's direction only regarding the end results of the work.

Section 13. AUDIT OF RECORDS.

At any time during normal business hours and as often as necessary, Consultant must make available to City all records pertinent to this agreement and must permit City to audit, examine, and reproduce those records. Consultant will retain financial and program service records for at least four (4) years after termination of or final payment under this agreement, whichever is later.

Section 14. INSURANCE/WORKER'S COMPENSATION.

Consultant will maintain Worker's Compensation insurance for all work performed under this agreement. The insurance must meet levels required by the State of California and comply with requirements for City employees.

Section 15. ARBITRATION.

Claims or disputes that arise out of this agreement and cannot be settled through negotiation must be submitted to mediation, unless both parties agree otherwise in writing. City and Consultant agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute.

If mediation is unsuccessful, claims and disputes must be decided by arbitration conducted in accordance with the current rules of the American Arbitration Association. Arbitration may not include a person not a party to this agreement, unless a written consent that contains a specific reference to this agreement and to the specific dispute is signed by Consultant, City, and the person sought to be included.

Notice of the demand for arbitration must be filed in writing with the other party and with the American Arbitration Association. The demand is to be made within sixty (60) days after a dispute or claim arises or mediation fails or is waived, whichever is later. A demand for arbitration may not be made after the date when legal or equitable proceedings based on the

Attachment 3

claim or dispute would be barred by the applicable statute of limitations. The award rendered by the arbitrators is final, and judgment may be entered upon it in accordance with applicable law.

This agreement to arbitrate and any agreement to arbitrate with an additional person is specifically enforceable under the prevailing arbitration law. Mediation and arbitration fees will be divided equally, unless the parties agree otherwise in writing.

Section 16. NOTICES.

All communication to a particular party is deemed made when received by that party at the following name and address:

Gregory Wade
Community Development Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

Steve Nasland
Nasland Engineering
4740 Ruffner Street
San Diego, CA 92111

Written communication is conclusively deemed to have been received by the addressee five (5) days after it is deposited in the United States Mail, postage prepaid and properly addressed.

Section 17. TIME IS OF THE ESSENCE.

Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the Project Coordinator.

Section 18. HOLD HARMLESS.

The parties indemnify and hold each other harmless for their performance under this agreement.

Section 19. SEVERABILITY.

If a portion of this agreement is determined to be invalid or unenforceable, the rest of the agreement is not affected and remains valid and enforceable.

Section 20. BINDING.

This agreement is binding upon and inures to the benefit of each party's heirs and successors.

Section 21. GOVERNING LAW.

This agreement is governed by and must be construed in accordance with the laws of the State of California.

Section 22. ENTIRE AGREEMENT.

This document sets forth the entire understanding of the parties regarding the rendering of professional services. There are no other understandings, terms, or agreements of any kind.

APPROVED AS TO CONTENT:

CITY OF IMPERIAL BEACH

City Manager

APPROVED AS TO FORM:

City Attorney

Nasland Engineering

Steve Nasland

EXHIBIT A

SCOPE OF SERVICES

Consultant will perform the following professional services:

SCOPE OF SERVICES

TASK 1 – FIELD SURVEYING

Perform field surveying of Date Street from Seacoast Drive to the seawall including necessary design elevations, topographic features, right-of-way, and utilities. Obtain City record drawings and utility company record drawings for use in depiction of as-built underground utility locations. Survey shall be utilized as the basis of design.

TASK 2 -- DESIGN DEVELOPMENT

Design Development Plans

In conjunction with Parterre Landscape Architecture, prepare design development drawings for the Date Street End Schematic including proposed improvements, hardscape, and amenities. Coordinate design with input from City staff and proposed Seacoast Inn improvements.

Meetings and Coordination

Coordinate design and attend meetings with City Staff, consultants, and Seacoast Inn design team during the Design Development Phase. This task will be provided on an hourly basis based on an assumption of 10 hours.

Cost Estimates

Provide an estimate of costs at final Design Development Phase.

TASK 3 -- CONSTRUCTION DOCUMENTS

Nasland Engineering shall prepare construction documents to be submitted at 60%, 90% and 100% completion. Coordination and inclusion of landscape architects plan and the lighting plans are included. The final construction documents will include the following:

- **Street Improvement Plans**
Street improvement plans will be prepared at 1"=20' scale in accordance with the City of Imperial Beach requirements. Plans will indicate new curb and gutters, drainage, sidewalks, and proposed elevations of the streets fronting the project. Proposed water laterals, fire service laterals, water meters, sewer laterals and storm drain points of connection for the Seacoast Inn will be included, but sized by the Seacoast Inn design team.
 - **Construction Detail Plans**
Various construction details will be prepared and included in the plans to indicate design of special paving and other detail design items.
 - **Paving Finishes Plans**
Prepared by Parterre Landscape Architecture
- 1
- **Planting and Irrigation Plans**
Prepared by Parterre Landscape Architecture
 - **Street Light Improvement Plan**
For the inclusion of specialty 'Sheppard's hook' style lighting.

Attachment 3

The following scope of services and fees include the refinement of Schematic Design Plans, design and preparation of Landscape Public Improvement Plans. Construction administration and observation is not included in the scope of services. The project limits are:

- Date Street extending from Seacoast Drive to one block west.

SCOPE OF SERVICES

The following Scope of Services is based on the Parterre, Seacoast Inn Public Open Space Concept Plan (Schematic Design Plan), dated 6/15/06.

A. Design Development Phase

Prior to beginning the Design Development Phase review current schematic design concepts with the Client and city staff. Prepare Design Development Plan for review based on Client and city staff comments.

B. Construction Documentation Phase (Public Improvement Plans)

Following review and refinement of the Design Development Plan, construction plans, details and specifications will be prepared. Progress review submittals for this phase of work are anticipated. The Construction Documents will include the following:

1. Paving Finishes Plan - Layout and identification of landscape and hardscape (pedestrian pavement and planters) areas for construction purposes. Include construction details required to install the pedestrian pavement and at grade planter work.
2. Planting Plans and Details - Graphically locate and identify planting material to be used, including specific quantities, sizes and varieties. Include necessary planting details and planting legend required to install plant materials.
3. Irrigation Plans and Details - Diagrammatically layout landscape irrigation piping, valves, control equipment, sprinkler heads, and related irrigation equipment for the irrigation of planting areas; specifically calling out pipe and equipment sizing and types, and include necessary details required to install the irrigation systems.
4. Specifications - Identify the types, manufacturer and/or qualities of materials to be used or incorporated into the work, setting forth methods of installation and establishing the quality and workmanship of the finished work.
5. Probable Cost Opinion - Prepare one (1) Final Landscape Cost Opinion based on the proposed Construction Documents. The cost opinion will reflect current prices for materials and installation as known to Parterre.
6. Team meetings and coordination - coordinate design review and submittals with the client, city staff and consultants. Attend coordination and/ or presentation meetings as required.

SCOPE OF SERVICES EXCLUDED

The Client shall provide the following information or services as required for performance of work including: Topographic and boundary surveys, legal descriptions of the property, soil testing, infrastructure and base information.

The following items are excluded from the scope of services:

- Vertical and horizontal control for sidewalks, curbs and gutters.
- Waterproofing.
- Hydraulic calculations for drainage of paving and landscape areas.
- Subsurface drainage systems.
- Circuitry and photometric studies for street lighting fixtures.
- Structural design for walks, ramps, steps and walls if required.
- Mechanical / plumbing / electrical plans and details for landscape related work.
- Encroachment Removal Agreements.
- As built record drawings.

The following additional services have also been excluded from the proposal: Design Guidelines or reports, preparation of site models, special presentation drawings such as colored perspective renderings in addition to those proposed in the Scope of Services.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: JULY 16, 2008
ORIGINATING DEPT.: PUBLIC WORKS *Hol*
SUBJECT: ECO-BIKEWAY 7TH & SEACOAST CIP PROJECT (S05-104);
BUDGET CORRECTION

BACKGROUND:

On February 6, 2008, staff presented a status report on the Eco-Bikeway 7th & Seacoast CIP Project (S05-104). The staff report recommended authorization to approve KOA Corporation change order #3 for \$19,850 and recommended a budget transfer from the undesignated RDA Tax Increment – Non-Housing funds to the Eco-Bikeway 7th & Seacoast CIP Project (S05-104) in the amount of \$30,710. The Redevelopment Agency adopted Resolution R-08-137 authorizing change order #3 to the professional services agreement with KOA Corporation and for a budget transfer as requested.

Resolution R-08-137 authorized a total budget allocation for Eco-Bikeway 7th & Seacoast CIP Project (S05-104) of \$360,000. However, the staff report incorrectly identified (over stated) the RDA Bond funds allocated to the project; thus, incorrectly identified (overstated) the total funds allocated to the project. This staff report is presented to correct this administrative error and to ensure the City Council has given its approval of the estimated cost of the project and of the allocated funds for the CIP project.

DISCUSSION:

The February 6, 2008, staff report incorrectly identified RDA Bond funds budgeted to the Eco-Bikeway 7th & Seacoast CIP Project at \$223,316. The actual RDA Bond funds budgeted to the Eco-Bikeway 7th & Seacoast CIP Project is \$142,419. The estimated funds needed to complete the environmental reviews, design and bid plans and specifications for the Eco-Bikeway 7th & Seacoast CIP project remains at \$360,000. Thus, RDA Resolution R-08-137 is not a valid accounting of the Project funds allocated or available. RDA Resolution R-08-137 should be rescinded and replaced with a new and corrected resolution.

Undesignated RDA Tax Increment - Non-Housing funds are available to replace the reduced RDA Bond funds should City Council chose to fund the remainder of this project.

The City Manager has approved KOA Corporation Change Order #3 as authorized in Resolution R-08-137. This staff report and attached resolution recommends the change order authorization from Resolution R-08-137 be affirmed herewith and that the budget transfer of \$107,031 undesignated RDA Tax Increment - Non-Housing funds to CIP S05-104 project be approved.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The corrected budget allocated to the ECO-Bikeway 7th to Seacoast CIP Project (S05-104) is shown in the table below.

BUDGET	PROJECT DESCRIPTION	AUTHORIZATION
\$58,000	Initial Feasibility Studies with KTU+A and KOA Corporation	Amendments Approved December 7, 2005 – Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009
\$142,419	Additional funds transferred from Streets Phase I and II	Resolution 2006-6435
\$52,550	Contract for CEQA preparation	Resolution 2007-6472
\$30,710	Additional funds transferred for Change Order # 3	Resolution R-08-137 (and reaffirmed with attached resolution)

TOTAL BUDGET AUTHORIZED - \$283,679

The encumbrances for this project to date are:

ENCUMBERED	WORK DESCRIPTION	STATUS
\$27,243	Initial Feasibility Studies	Studies completed
\$218,854	BTP plus Construction Drawings	Contract awarded to KOA Corporation
\$52,550	Change Order # 1 - CEQA Study	Contract awarded to KOA Corporation
\$893	Study presentation support	Purchase Order for services from KOA Corporation
\$9,900	Change Order # 2 – Engineering design for Signal Light at Rainbow Drive and Palm Avenue	Change Order approved by City Manager.
\$19,850	Change Order # 3 – Additional Environmental work for Coastal Permit and LCP Amendment	Resolution R-08-137

TOTAL ENCUMBRANCES - \$329,290

The funds for this project are all RDA Bond - Non-Housing and RDA Tax Increment Non-Housing). The funding breakdown if Resolution R-08-156 is approved:

- | | |
|--|------------------|
| • RDA Bond – non-housing – previously approved | \$142,419 |
| • RDA Tax Increment – Non-Housing – previously approved | \$110,550 |
| • RDA Tax Increment – Non-housing - proposed increase
(includes affirmed \$30,710 from resolution R-08-137) | <u>\$107,031</u> |
| ○ TOTAL | \$360,000 |

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Approval of change order #3 as authorized in Resolution R-08-137 be affirmed herewith.
3. Rescission of RDA Resolution R-08-137.
4. Approval of attached resolution affirming Change Order #3 with KOA Corporation for \$19,850; and
5. Approval of attached resolution authorizing a budget amendment to 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. 2008-6574 for CIP project S05-104 of \$107,031 from the undesignated RDA Tax Increment (non-housing) fund.
6. Approval of the page change to 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. 2008-6574 for CIP project S05-104. (See Attachment 2)

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. R-08-156
2. Exhibit A to Resolution No. R-08-156 (Revised CIP Project Number: S05-104 – Streets, Page 14 of 36)

RESOLUTION NO. R-08-156

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING ECO-BIKEWAY 7TH & SEACOAST CIP PROJECT (S05-104); BUDGET CORRECTION

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

WHEREAS, on February 6, 2008, staff presented a status report on the Eco-Bikeway 7th & Seacoast CIP Project (S05-104); and

WHEREAS, on February 6, 2008, City Council adopted Resolution R-08-137 approving KOA Corporation change order #3 for \$19,850 and authorizing a budget transfer from the undesignated RDA Tax Increment – Non-Housing funds to the Eco-Bikeway 7th & Seacoast CIP Project (S05-104) in the amount of \$30,710; and

WHEREAS, Resolution R-08-137 authorized a total budget allocation for Eco-Bikeway 7th & Seacoast CIP Project (S05-104) of \$360,000; and

WHEREAS, resolution R-08-137 incorrectly identified RDA Bond funds budgeted to the Eco-Bikeway 7th & Seacoast CIP Project at \$223,316; and

WHEREAS, the actual RDA Bond funds budgeted to the Eco-Bikeway 7th & Seacoast CIP Project is \$142,419; and

WHEREAS, the estimated funds needed to complete the environmental reviews, design and bid plans and specifications for the Eco-Bikeway 7th & Seacoast CIP project remains at \$360,000; and

WHEREAS, RDA resolution R-08-137 is not a valid accounting of the Project funds allocated or available; and

WHEREAS, RDA resolution R-08-137 should be rescinded and replaced with a new and corrected resolution; and

WHEREAS, Undesignated RDA Tax Increment - Non-Housing funds are available to replace the reduced RDA Bond funds; and

WHEREAS, the City Manager has approved KOA Corporation Change Order #3 as authorized in Resolution R-08-137.

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. Resolution R-08-137 is rescinded.
3. Approval of KOA Corporation Change Order #3 as authorized in Resolution R-08-137 is affirmed.
4. The budget transfer of \$107,031 undesignated RDA Tax Increment - Non-Housing funds to CIP S05-104 project is approved.

- 5. The funding breakdown for CIP S05-104 is approved as follows:
 - RDA Bond – non-housing – previously approved \$142,419
 - RDA Tax Increment – Non-Housing – previously approved \$110,550
 - RDA Tax Increment – Non-housing - proposed increase (includes affirmed \$30,710 from resolution R-08-137)
- | | |
|---------|------------------|
| | <u>\$107,031</u> |
| ○ TOTAL | \$360,000 |
- 6. Approve the revised page change to 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. 2008-6574 for CIP project S05-104 as found in Exhibit A.

PASSED, APPROVED, AND ADOPTED by the Redevelopment Agency of the City of Imperial Beach at its meeting held on the 16th day of July 2008, by the following roll call vote:

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

JAMES C. JANNEY
CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, CMC
SECRETARY

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Resolution No. R-08-156 – A Resolution of the Redevelopment Agency of the City of Imperial Beach, California, Approving Eco-Bikeway 7th & Seacoast CIP Project (S05-104) Budget Correction

CITY CLERK

DATE

Eco Bikeway 7th & Seacoast
Streets Project

ACTIVE
Project Number: **S05-104**

PROJECT DESCRIPTION

Eco Bikeway - design and implement the Eco-Bikeway as identified in the City's General Plan. Path is from 7th and Bayshore bikeway, Palm west to Seacoast, IB Blvd west to Tijuana Visitor's Center, through Sports Park, south to Iris Ave and north on Connecticut and continuing north on 7th to Bayshore bikeway, per General Plan. The funded section of the bikeway is from Bayshore Bikepath at 7th Street to 3rd Street at Palm Avenue.

FUNDED & COMPLETED

Awarded contract for development of Bicycle Transportation Plan (BTP) to KTU+A

Awarded contract for development of Bicycle Route & Traffic Calming Plan on Palm Avenue between 3rd and 7th Streets

FUNDED & PENDING

Completion of drawing/plans for Bicycle Route
Completion of environmental studies
Completion of BTP

UNFUNDED

Construction of Bicycle Route
Implementation of BTP

EXPENDED as of June 30, 2007 \$ 235,507

Project Delivery (30%) \$ 37,348
Construction (70%) \$ 87,145
UNEXPENDED \$ 124,493

ESTIMATE \$ 562,000

FUNDING SOURCES (Adopted 12/7/05)	Y1 04/05 Budget	Y2 05/06 Budget	Y3 06/07 Budget	Y4 07/08 Budget	Y5 08/09 Budget	Total Budget	Total Expenditures	Balance
RDA Tax Increment (Non-Housing) [405-1260-513-xxxx]	\$ -	\$ 58,000	\$ -	\$ -	\$ -	\$ 58,000	\$ 124,151	\$ (66,151)
TOTAL FUNDING	\$ -	\$ 58,000	\$ -	\$ -	\$ -	\$ 58,000	\$ 124,151	\$ (66,151)
FUNDING SOURCES (Adopted Subsequent to 12/7/05)								
RDA Bond (Non-Housing) [408-5010-531-xxxx] (Reso 2006-6435)	\$ -	\$ 142,419	\$ -	\$ -	\$ -	\$ 142,419	\$ 99,692	\$ 42,727
RDA Tax Increment (Non-Housing) [405-1260-513-xxxx] (Reso 2007-6472)	\$ -	\$ -	\$ 52,550	\$ -	\$ -	\$ 52,550	\$ 11,664	\$ 40,886
RDATINH [405-1260-513-xxxx] (Reso R-08-156)	\$ -	\$ -	\$ -	\$ 107,031	\$ -	\$ 107,031	\$ -	\$ 107,031
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADJUSTED TOTAL FUNDING	\$ -	\$ 200,419	\$ 52,550	\$ 107,031	\$ -	\$ 360,000	\$ 235,507	\$ 124,493

Budget current as of 7/16/08. Expenditures current as of 6/1/08

NOTES

Resolution 2006-6435 authorized the transfer of all remaining funding from the completion of Streets 1 (S04-105, \$53,769) and Streets 2 (S04-107, \$88,944). The resolution estimated residual funds available \$223,316; however, subsequent expenditure analysis shows the net amount to be \$20,000.

Resolution 2007-6472 increased the budget by \$52,550 (RDATINH) for environmental review.

Resolution R-08-137 increased the budget by \$20,710 (in relation to KOA change order #3 for Coastal Permit and LCP Amendment preparation). **R-08-137 rescinded 7/16/08; superseded by R-08-156**

Resolution R-088-156 increased the budget by \$107,031 to bring total budget to \$360K.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: JULY 16, 2008
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *ew*

SUBJECT: PROPOSED COLOR CHANGE/PAINTING OF BEACH
LIFEGUARD TOWERS AND STREET END AND PIER
STRUCTURES COLOR PALETTE CONCEPT

BACKGROUND:

At the request of Port of San Diego Chairman Mike Bixler, Port staff has proposed recommendations for the color enhancement of the seasonal lifeguard towers on the tidelands of Imperial Beach. These proposed color recommendations have been prepared for review and are included as attachments to this staff report. The intent of this proposal is, through enhanced and more vibrant color, to both "energize" and provide more visual interest along the City's shoreline in order to create a more welcoming environment to the City's beach.

DISCUSSION:

In response to this request, Port staff took into consideration the existing color palette found in Pier Plaza including colors introduced by the Malcolm Jones "Surfhenge" project and Mary Lynn Dominguez "Illuminations" project at Pier Plaza. These colors have previously been used in marketing materials focused on this area.

There are four colors for the lifeguard towers provided by the Port's consultant. The idea is to use the entire palette of colors, however, different colors could also be supported. If the City council so chooses, they may recommend other color choices, however the proposed colors provided in this staff report have been reviewed and are supported by Commissioner Bixler. The proposed colors are intended to match the "pier plaza" lettering on the postcards that were developed for that project (see attached).

The four proposed colors are "Acapulco Cliffs" (turquoise), "Sheffield" (green), "Yellow Coneflower" and "Cranberry ice." The intent is to paint all the seasonal beachfront lifeguard towers on the IB tidelands property.

City staff has reviewed the color options provided. This included a review by our Public Safety Department including Lifeguard personnel. It should be noted they have significant concerns about painting the lifeguard towers a color other than their existing and commonly-used light blue color. Some of the concerns raised by the Public Safety Department include the assurance that, if the tower color changes are implemented, that the lifeguard towers remain easily identifiable as lifeguard towers, that the tower numbers and safety warnings are clearly legible, that the new colors are not so dark as to generate excessive heat within the towers, and that the colors are appropriately applied (preferably baked in during manufacture) and maintained. For

the most part, planning staff both defers to and concurs with the recommendations of the Public Safety and Lifeguard Departments as this issue falls primarily under the purview of public safety.

The Tidelands Advisory Committee (TAC) reviewed this proposal at their meeting on June 9, 2008. The TAC was in support of the concept of painting the lifeguard towers to match that of the color palette used in Pier Plaza. The TAC, however, also shared some of the concerns raised by the Public Safety Department specifically wishing to ensure that the towers and their warning advisories are readily identifiable and ensuring the comfort of the lifeguards within the towers (i.e., concern with heat generating colors). The TAC was also given a brief presentation by Chairman Bixler regarding the idea for the new color enhancement of the all the City's unimproved street ends as well as the pier lifeguard tower and bathroom buildings. The TAC recommended that the staff seek direction from the City Council on this part of the proposal and, if so directed, return to the TAC with a more detailed proposal.

ENVIRONMENTAL IMPACT:

This is not a project as defined by CEQA and only environmentally safe materials and procedures would be implemented.

FISCAL IMPACT:

There is no fiscal impact to the City of Imperial Beach. Port funds, however, have not been allocated or budgeted for this project at this time. The Port is only asking for a recommendation and/or approval of the color scheme. Should there be support from the City Council, the project would have to go to the Board of Port commissioners as a funding request.

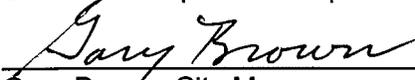
DEPARTMENT RECOMMENDATION:

City staff recommends that the City Council receive the presentation and decide on a recommendation to the Port on painting the lifeguard towers. Options include:

- Leaving the lifeguard towers their existing, light-blue color
- Painting the towers in the color palette proposed by the Port
- Recommending a modified or different color palette

Staff recommends the last option and that proposed colors be reviewed more carefully with Lifeguards and brought back to City Council with a color scheme that is bright, varied, attractive and considers lifeguard working conditions as well as the public's safety.

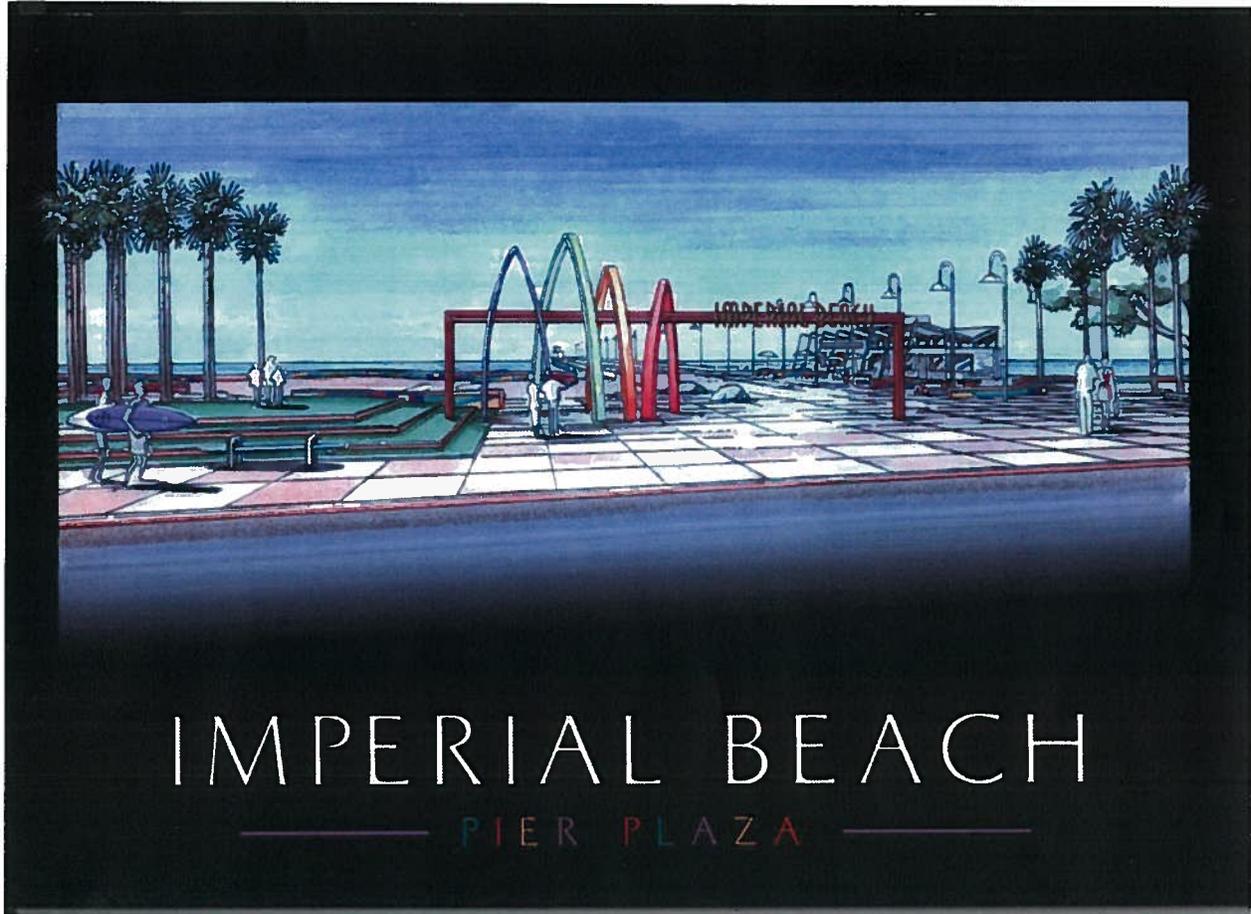
Staff further recommends that no action be taken on the street ends, the pier lifeguard tower and the pier bathrooms until City Council discusses this in relationship to its other priorities. A discussion of priorities is planned for late this year or early next year.



Gary Brown, City Manager

Attachments:

1. Pier Plaza Postcard
2. Lifeguard Tower Color Proposal



IMPERIAL BEACH

— PIER PLAZA —



Sheffield (Green)



Yellow Coneflower



Cranberry Ice



Acapulco Cliffs (Turquoise)



Existing Tower Color (Recommended by Public Safety/Lifeguards)

