



# AMENDED AGENDA



CITY OF IMPERIAL BEACH  
CITY COUNCIL  
PLANNING COMMISSION  
PUBLIC FINANCING AUTHORITY  
HOUSING AUTHORITY

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

OCTOBER 2, 2013

Council Chambers  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932

**REGULAR MEETING – 6:00 P.M.**

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

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

**REGULAR MEETING CALL TO ORDER**

**ROLL CALL BY CITY CLERK**

**PLEDGE OF ALLEGIANCE**

**AGENDA CHANGES**

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

**COMMUNICATIONS FROM CITY STAFF**

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

**PRESENTATIONS (1)**

None.

**CONSENT CALENDAR (2.1-2.8)** - *All matters listed under Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember/Boardmember 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.**

Recommendation: Approve the Regular City Council Meeting Minutes of September 4, 2013.

**2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)**

Recommendation: Ratify the following registers: Accounts Payable Numbers 83157 through 83256 for a subtotal amount of \$829,074.56 and Payroll Checks/Direct Deposit 45481 through 45510 for a subtotal of \$154,252.28 for a total amount of \$983,326.84.

***Continued on Next Page***

Any writings or documents provided to a majority of the City Council/Planning Commission/Public Financing Authority/Housing Authority/I.B. Redevelopment Agency Successor Agency 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.

**CONSENT CALENDAR (Continued)**

- 2.3 **ADOPTION OF RESOLUTION NO. 2013-7395 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAN DIEGO SPORTS MEDICINE TO CONTINUE THE IMPERIAL BEACH FIRE DEPARTMENT WELLNESS PROGRAM. (0520-60)**  
Recommendation: Adopt resolution.
- 2.4 **ADOPTION OF RESOLUTION NO. 2013-7397 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SOUTHWESTERN COMMUNITY COLLEGE FOR THE PURPOSE OF CONTINUING THE MARINE SAFETY SERVICE TRAINING PROGRAM. (0220-10)**  
Recommendation: Adopt resolution.
- 2.5 **ADOPTION OF RESOLUTION NO. 2013-7396 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH SOUTHWESTERN COLLEGE TO CONTINUE THE FIRE-RESCUE TRAINING PROGRAM. (0250-10)**  
Recommendation: Adopt resolution.
- 2.6 **ADOPTION OF RESOLUTION NOS. 2013-7398 & 2013-7399 AUTHORIZING THE ACCEPTANCE OF THE FISCAL YEAR 2011 & 2012 STATE HOMELAND SECURITY PROGRAM ALLOCATIONS OF \$29,081 TO REIMBURSE THE CITY FOR THE PURCHASE OF PROJECT 25 COMPLIANT RADIOS FOR THE FIRE-RESCUE DEPARTMENT; AND APPROPRIATING \$29,081 TO FUND THE EXPENDITURES RELATED TO THE PURCHASE OF SAID RADIOS. (0390-86 & 0800-30)**  
Recommendation: Adopt resolutions.
- 2.7 **ADOPTION OF RESOLUTION NO. 2013-7400, AUTHORIZING THE CITY MANAGER TO EXPEND UP TO \$17,305 ABOVE THE ADOPTED FISCAL YEAR 2013/14 BUDGET FOR THE ACQUISITION OF THE REQUIRED EQUIPMENT FOR A PORTABLE INCIDENT COMMAND CENTER, AND TO ACCEPT THE FISCAL YEAR 2013 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) AWARD TO REIMBURSE UP TO THE ALLOCATION OF \$17,305 FROM THE COUNTY OF SAN DIEGO OFFICE OF EMERGENCY SERVICES. (0390-86 & 0210-10)**  
Recommendation: Adopt resolution.
- 2.8 **RESOLUTION NO. 2013-7401 AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE MONTH AGREEMENT WITH AZTEC LANDSCAPE, INC. FOR LANDSCAPE MAINTENANCE IN CITY PARKS AND LANDSCAPE ROADWAYS. (0940-10)**  
Recommendation: Receive report and adopt resolution

**ORDINANCES – INTRODUCTION/FIRST READING/PUBLIC HEARING (3)**

None.

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

None.

**PUBLIC HEARINGS (5)**

See Item No 7.1.

**REPORTS (6.1-6.2)**

- 6.1 **UPDATE REPORT ON CONSTRUCTION OF THE PIER SOUTH HOTEL. (0660-43)**  
Recommendation: Receive the update report on the Pier South Hotel project and provide comment and input as necessary.

*Continued on Next Page*

**REPORTS (Continued)**

**6.2 RESOLUTION 2013-7394 APPROVING THE FISCAL YEAR 2013/14 CAPITAL IMPROVEMENT PROGRAM PROJECTS AND APPROPRIATE THE FUNDS FOR THESE PROGRAMS. (0330-35)**

Recommendation:

1. Consider staff recommendation of “funded” CIP projects, budgets, and funding sources as presented in the \$10,464,030 Fiscal Year 2013/2014 Capital Improvement Program of projects and
2. Adopt Resolution 2013-7394 approving the total \$10,464,030 Fiscal Year 2013/2014 Capital Improvement Program projects budget with annual appropriations consistent with the Fiscal Year 2013/2014 Capital Improvement Program projects plan.

**JOINT PUBLIC HEARING OF CITY COUNCIL & I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY (7.1)**

**7.1 RESOLUTION NO. 2013-7402 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH (I) APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AND SADBERRY-PALM AVENUE LLC FOR THE SALE OF LAND, AND CONFIRMING THE USE OF TAX ALLOCATION BOND PROCEEDS, FOR THE DEVELOPMENT OF THE 9<sup>TH</sup> & PALM AVENUE RETAIL/COMMERCIAL SPACE DEVELOPMENT PROJECT LOCATED AT 735-849 PALM AVENUE (APN 626-250-03, 04, 05 & 06) AND MAKING CERTAIN FINDINGS RELATING THERETO, (II) APPROVING THE COMMITMENT LETTER FOR THE USE AND EXPENDITURE OF PUBLIC IMPROVEMENT FUNDS AND ASSIGNMENT OF PLANS PURSUANT TO THE PURCHASE AND SALE AGREEMENT, AND (III) APPROVING OTHER RELATED ACTIONS. (0418-50)**

**RESOLUTION NO. SA-13-32 A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY (I) APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AND SADBERRY-PALM AVENUE LLC FOR THE SALE OF LAND, AND CONFIRMING THE USE OF TAX ALLOCATION BOND PROCEEDS, FOR THE DEVELOPMENT OF THE 9<sup>TH</sup> & PALM AVENUE RETAIL/COMMERCIAL SPACE DEVELOPMENT PROJECT LOCATED AT 735-849 PALM AVENUE (APN 626-250-03, 04, 05 & 06) AND MAKING CERTAIN FINDINGS RELATING THERETO, AND (II) APPROVING OTHER RELATED ACTIONS. (0418-50)**

Recommendation: Adopt resolutions.

**I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7.2)**

**7.2 ADOPTION OF RESOLUTION NO. SA-13-33 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5. (0418-50)**

Recommendation: Adopt resolution.

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

**ADJOURNMENT**

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

FOR YOUR CONVENIENCE, A COPY OF THE AGENDA AND COUNCIL MEETING PACKET MAY BE VIEWED IN THE OFFICE OF THE CITY CLERK AT CITY HALL OR ON OUR WEBSITE AT [www.ImperialBeachCA.gov](http://www.ImperialBeachCA.gov).

\_\_\_\_\_/s/  
Jacqueline M. Hald, MMC  
City Clerk

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

**SEPTEMBER 4, 2013**

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

**CLOSED SESSION MEETING – 5:00 P.M.  
REGULAR MEETING – 6:00 P.M.**

**CLOSED SESSION CALL TO ORDER**

MAYOR JANNEY called the Meeting to order at 5:07 p.m.

**ROLL CALL BY CITY CLERK**

Councilmembers present: Patton, Bilbray, Spriggs  
Councilmembers absent: None  
Mayor present: Janney  
Mayor Pro Tem present: Bragg  
Staff present: City Manager Hall; City Attorney Lyon; City Clerk Hald

**CLOSED SESSION**

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADJOURN TO CLOSED SESSION UNDER:**

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

Initiation of Litigation pursuant to Govt. Code section 54956.9(d)(4) (1 case)

**MOTION CARRIED UNANIMOUSLY.**

MAYOR JANNEY recessed the meeting to Closed Session at 5:08 p.m. and he reconvened the meeting to Open Session at 6:00 p.m.

Reporting out of Closed Session, CITY ATTORNEY LYON announced City Council discussed Item No. 1, City Council gave direction and no reportable action was taken.

**ADJOURN CLOSED SESSION**

The Closed Session Meeting was adjourned at 6:01 p.m.

**REGULAR MEETING CALL TO ORDER**

MAYOR JANNEY called the Regular Meeting to order at 6:02 p.m.

**ROLL CALL BY CITY CLERK**

Councilmembers present: Patton, Bilbray, Spriggs  
Councilmembers absent: None  
Mayor present: Janney  
Mayor Pro Tem present: Bragg

Staff present: City Manager Hall, City Attorney Lyon, City Clerk Hald, Assistant City Manager Wade, Public Works Director Levien, Public Safety Director Clark, City Planner Nakagawa

**PLEDGE OF ALLEGIANCE**

MAYOR JANNEY led everyone in the Pledge of Allegiance.

**AGENDA CHANGES**

**MOTION BY SPRIGGS, SECOND BY PATTON, TO TAKE ITEM NO. 2.5 OFF THE CONSENT CALENDAR FOR DISCUSSION AT THE END OF THE AGENDA. MOTION CARRIED UNANIMOUSLY.**

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

COUNCILMEMBER PATTON announced the Fiesta del Rio event is scheduled for Sunday, September 8 at Pier Plaza.

**COMMUNICATIONS FROM CITY STAFF**

None.

**PUBLIC COMMENT**

COUNTY SUPERVISOR COX invited the community to a public workshop for the new Imperial Beach library. It will be held on September 10 at 6:00 p.m. in the Marina Vista Center, located at 1075 8th Street.

MAYOR JANNEY thanked County Supervisor Cox for supporting a new facility in Imperial Beach.

**PRESENTATIONS (1.1-1.3)**

**1.1\* DEBUT OF NEW SAN DIEGO COUNTY LIBRARY BOOKMARKS FEATURING IMPERIAL BEACH LIFEGUARDS. (0150-20)**

JUNE ENGEL, Imperial Beach Branch Manager, along with DONNA OHR, San Diego County Library Deputy Director, presented Lifeguard Captain Stabenow with a poster commemorating the new library bookmarks featuring Imperial Beach Lifeguards.

**1.2\* PRESENTATION ON SOUTH COUNTY ECONOMIC VISIONING PROJECT BY CINDY GOMPPER GRAVES, EXECUTIVE DIRECTOR. (0140-45)**

CINDY GOMPPER GRAVES gave a PowerPoint presentation on the item.

**1.3\* PRESENTATION ON SERIES 13 REGIONAL GROWTH FORECAST: DRAFT SUBREGIONAL FORECAST BY KIRBY BRADY, RESEARCH ANALYST, SANDAG. (0140-40)**

KIRBY BRADY gave a PowerPoint presentation on the item.

**PUBLIC COMMENTS**

ALLISON ROLFE, Planning Director for Pacifica Hotels, gave a PowerPoint presentation on the progress of the Pier South Hotel. She reviewed the completion schedule and noted that although the deadline for completion of the hotel is November 1<sup>st</sup>, the Marriott will need an additional couple of weeks to allow for training and certification of associates. She apologized about the employment e-mail address not working and suggested that jobseekers go to PierSouthResort.com where there is an option to submit resumes. In response to Councilmember Bragg's request for a community open house prior to the SCEDC Elected Official's Reception, she expressed apprehension as Pacifica will be working up to the day of the event to get the site ready.

COUNCILMEMBER SPRIGGS encouraged Pacifica to consider creative ways in which to communicate to the community on how to apply for jobs at the new hotel.

**CONSENT CALENDAR (2.1-2.4 & 2.6)**

**MOTION BY BRAGG, SECOND BY BILBRAY, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.4 AND 2.6. MOTION CARRIED UNANIMOUSLY.**

**A. CITY COUNCIL CONSENT CALENDAR:**

**2.1 MINUTES.**

Approved the minutes of the Regular City Council Meeting of August 21, 2013.

**2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)**

Ratified the following registers: Accounts Payable Numbers 82954 through 83071 for a subtotal amount of \$784,482.24 and Payroll Checks/Direct Deposit 45424 through 45450 for a subtotal of \$145,342.93 for a total amount of \$929,825.17.

**2.3 ADOPTION OF RESOLUTION NO. 2013-7381 APPROVING AN AGREEMENT WITH UTILITY COST MANAGEMENT TO COMPLETE A REVIEW OF THE CITY'S UTILITY BILLS. (0375-90)**

Adopted resolution.

**2.4 RESOLUTION NO. 2013-7380 APPROVING A TWO YEAR AGREEMENT WITH LANCE, SOLL & LUNGHARD TO PERFORM THE CITY'S FINANCIAL AUDIT. (0310-95)**

Adopted resolution.

**B. I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY CONSENT CALENDAR:**

**2.6 ADOPTION OF RESOLUTION NO. SA-13-28 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE AN AGREEMENT WITH LANCE, SOLL & LUNGHARD FOR AUDIT SERVICES. (0310-95)**

Adopted resolution.

**ORDINANCES – INTRODUCTION/FIRST READING/PUBLIC HEARING (3)**

None.

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

None.

**PUBLIC HEARINGS (5.1)**

**5.1 RESOLUTION NO. 2013-7383 AMENDMENT TO THE CIRCULATION ELEMENT OF THE GENERAL PLAN/LOCAL COASTAL PLAN (LCPA/GPA 130032) TO ACCOMMODATE BIKE LANES ON 13<sup>TH</sup> STREET. MF 1120. (0620-20 & 0720-55)**

MAYOR JANNEY declared the public hearing open.

CITY MANAGER HALL introduced the item.

CITY PLANNER NAKAGAWA gave a PowerPoint presentation on the item.

CITY CLERK HALD announced no public speaker slips were submitted.

In response to questions from Councilmember Spriggs, ARNOLD TORMA, Senior Engineer with KOA Corporation, stated that there would be no change in traffic impacts by going from 4 lanes (2 lanes in each direction) to 3 lanes (one lane in each direction with a two way left turn lane in the center). He explained that currently left hand turns are made from the inside number 1 lane, lessening the effectiveness of the inside through lane. He asked City Council to consider the following: a similar 3 lane configuration was installed at Palm Ave. between 3<sup>rd</sup> and 7<sup>th</sup> Streets and it appears to be functioning well, it is safer and easier for pedestrians to deal with one oncoming lane of traffic in each direction, it is easier for a driver to yield to the traffic, and the approaches adjacent to the signals at the north end and south end will retain the present striping.

COUNCILMEMBER SPRIGGS stated that to say the capacity is unaffected when changing from a 4 lane road to a 3 lane road is not perfectly accurate. He stressed that there is going to be a difference and there will be a reduction in capacity. To not say so undermines the credibility of the technical analysis. He also stated that the street can be returned to its original configuration if there are problems as a result of population growth or increased traffic since the project only involves striping.

In response to questions of City Council, MR. TORMA stated that there should be no need to change the timing of the traffic signals since the striping reverts back to the current configuration in the last block leading up to the traffic signals. With regard to impacts to the cross streets, he stated that at 10,000 to 11,000 ADT (average daily weekday traffic) should not be a problem. He noted that similar cross sections are being applied to vital urban areas with more traffic such as Adams Ave. and North Park and they function fine.

MAYOR JANNEY closed the public hearing.

In response to questions of City Council, CITY MANAGER HALL stated that with regard to changing the street back to its original configuration, the physical work is simple however staff needs to review the parameters if the bike lanes are removed since a majority of the funding for the project is being provided by another entity. With regard to linkages going east and west, he stated that staff is actively seeking funding for projects and making sure that these type of facilities are being considered as future road improvements are made.

MAYOR JANNEY suggested that Public Works Director Levien present the concept for Elm Ave. at a future City Council meeting.

**MOTION BY SPRIGGS, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2013-7383 APPROVING AN AMENDMENT TO THE CITY'S CIRCULATION ELEMENT OF THE GENERAL PLAN/LOCAL COASTAL PROGRAM (GPA/LCPA 130032) THAT REDESIGNATES 13<sup>TH</sup> STREET FROM A 4-LANE COLLECTOR TO A 3-LANE COLLECTOR AND WHICH MAKES THE NECESSARY FINDINGS IN COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS. MOTION CARRIED UNANIMOUSLY.**

**REPORTS (6.1)**

**6.1 DISCUSSION ON WATER REUSE AS A STRATEGY TO SECURE SECONDARY EQUIVALENCY AT POINT LOMA WASTEWATER TREATMENT PLANT. (0620-75)**

CITY MANAGER HALL introduced the item.

SCOTT TULLOCH, representing the Metro Wastewater JPA and joined by City of San Diego staff (who will address concerns regarding the South Bay Ocean Outfall) reviewed the presentation he gave to City Council on August 7, 2013. He noted that there are two issues that need to be addressed:

1. the need for additional water supply for the region and
2. the increased pressure to pay for the upgrade of the Point Loma Wastewater Treatment Plant (PLWTP).

He reported that the JPA is proposing the use of potable reuse of wastewater, treating it further and placing it into a drinking water reservoir. This would offload the PLWTP to the point that it is equivalent to secondary, saving the region billions of dollars. He emphasized that there is an urgency to address the issues now as the current permit expires in July of 2015 and the process to put together an application is very time consuming.

STEVE MEYER, Deputy Public Utilities Director for the Environmental Monitoring Division for the City of San Diego, gave an overview of the South Bay Ocean Outfall. He noted that there is no reason to have concern about the South Bay Ocean Outfall having impacts to nearby beaches and recreational waters. He offered to work with City staff on a detailed basis by providing them with data obtained by the City of San Diego as well as from regional scientists.

DR. TIM STEBBINS, Senior Marine Biologist for the City of San Diego, stated that the City of San Diego's ocean monitoring program is one of the largest in the world. He reported that during the last three years bacterial levels of sites within 1000 meters of the outfall had only a single elevated bacterial count in both 2011 and 2012 and none in 2013. The wastewater plume surfaces 27% of the year and only during the wet season. He stressed that the plume is highly diluted by the time it surfaces. He also stated that there is a 0 % chance for the plume to surface during the dry season. In the 18 years that the plume has been monitored, it has not been seen to approach recreational waters.

City Council discussion ensued. Concern was raised regarding the effects of increased outflow from the outfall on water quality. There was a request for additional studies on the plume for when it surfaces and when it is below surface. It was stressed that there needs to be assurance that the additional outflow isn't going to increase pollution problems in IB. There was also concern that if the recycle plan runs into delays, that there might be diversion of more wastewater to the South Bay Ocean Outfall in order to bring the PLTWP down by 100 mgd per day. More research showing that an increased outflow isn't going to have an impact on the marine environment was encouraged.

STEVE MYER stated that he will work with staff on City Council's questions and concerns. He stated that he can provide City Council with confidence that there is adequate capacity at the

South Bay Ocean Outfall to handle increased flows without an adverse impact on water quality. He stated that if there were impacts to recreational waters, they could be directed to disinfect.

SCOTT TULLOCH stated the “whereas” in the Resolution stating IB would be opposed to any increasing flow of secondary treated effluent from the South Bay Ocean Outfall is problematic. He encouraged consideration and adoption of a resolution before the end of the calendar year.

MAYOR JANNEY stated that there has not been enough information presented to City Council in order to make a decision.

City Council made suggestions and raised questions to be answered. They requested the following information be brought back for their consideration:

- more monitoring on a frequent basis;
- information showing that the increased capacity to the South Bay Ocean Outfall will not have a negative impact on IB;
- what it means to the ratepayers;
- more data on the South Bay Ocean Outfall, e.g., the information that was originally presented to IB and what was it going to be used for when it was originally constructed;
- historical data on what is known as the Big Moleta: What was told to us then and what holds up now:
- historical data on bacterial levels;
- information on the plume for 2011 and 2012;
- pictures/graphics of the plume and how it moves;
- a video clip of the pipes showing what goes out;
- hold discussions with the lifeguards and other staff that have experienced smell from the water.

CITY ATTORNEY LYON stated that the City Council can individually contact the City Manager and provide him with topics or questions for consideration.

MAYOR JANNEY suggested that the information be presented to City Council at the 2<sup>nd</sup> meeting in October. He announced that he would like to take Item No. 7.1 following a recess. He called a recess at 8:24 p.m. and called the meeting back to order at 8:31 p.m.

**ROLL CALL BY CITY CLERK**

Councilmembers present:	Patton, Bilbray, Spriggs
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	Bragg
Staff present:	City Manager Hall, City Attorney Lyon, City Clerk Hald, Assistant City Manager Wade, Public Works Director Levien, Public Safety Director Clark, City Planner Nakagawa

**I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7.1)**

**7.1 ADOPTION OF CITY COUNCIL RESOLUTION NO. 2013-7382 APPROVING THE ISSUANCE BY THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY OF TAX ALLOCATION REFUNDING BONDS RELATING TO THE PALM AVENUE/COMMERCIAL REDEVELOPMENT PROJECT; ADOPTION OF RESOLUTION NO. FA-13-04 APPROVING REFUNDING INSTRUCTIONS IN CONNECTION WITH TAX ALLOCATION REFUNDING BONDS RELATING TO THE PALM AVENUE/COMMERCIAL REDEVELOPMENT PROJECT AND AUTHORIZING OFFICIAL ACTIONS AND EXECUTION OF DOCUMENTS RELATED THERETO; AND ADOPTION OF SA-13-27 AUTHORIZING THE ISSUANCE OF AND OTHER ACTIONS RELATING TO THE PALM AVENUE/COMMERCIAL REDEVELOPMENT PROJECT TAX ALLOCATION REFUNDING BONDS, SERIES 2013. (0340-90 & 0410-05)**

CITY MANAGER HALL introduced the item.

ASSISTANT CITY MANAGER WADE gave a brief overview of the item.

MIKE KREMER, Senior Vice President of First Southwest, reviewed the financing schedule and gave a PowerPoint presentation on the item (attachment 4 of the staff report).

ASSISTANT CITY MANAGER WADE noted that staff is recommending the 3-year upfront savings option in order to realize the greatest impact in the near term and that the City's share is approximately \$194,000. In response to Councilmember Spriggs' question regarding the fees of the consultants, he stated that staff solicited proposals from several financial advisors. The contracts were brought before the Successor Agency and the Oversight Board and sent to the Department of Finance for review. He also stated that the non-contingent amount for the consultants totals \$44,500. If the bond refunding does not proceed, staff will seek reimbursement through RPTTF.

**MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2013-7382 APPROVING THE ISSUANCE BY THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY OF TAX ALLOCATION REFUNDING BONDS RELATING TO THE PALM AVENUE/COMMERCIAL REDEVELOPMENT PROJECT. MOTION CARRIED UNANIMOUSLY.**

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. FA-13-04 APPROVING REFUNDING INSTRUCTIONS IN CONNECTION WITH TAX ALLOCATION BONDS RELATING TO THE PALM AVENUE/COMMERCIAL REDEVELOPMENT PROJECT AND AUTHORIZING OFFICIAL ACTIONS AND EXECUTION OF DOCUMENTS RELATED THERETO. MOTION CARRIED UNANIMOUSLY.**

**MOTION BY PATTON, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. SA-13-27 AUTHORIZING THE ISSUANCE AND PRESCRIBING THE TERMS, CONDITIONS AND FORM OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY PALM AVENUE/COMMERCIAL REDEVELOPMENT PROJECT TAX ALLOCATION REFUNDING BONDS, SERIES 2013; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL INDENTURE OF TRUST AND A BOND PURCHASE AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT; APPROVING THE RETENTION OF AN UNDERWRITER; AUTHORIZING PAYMENT OF COSTS OF ISSUANCE;**

**AND AUTHORIZING AND APPROVING NECESSARY ACTIONS IN CONNECTION THEREWITH. MOTION CARRIED UNANIMOUSLY.**

**REPORTS (6.2-6.5)**

**6.2 CONSIDERATION OF AND AUTHORIZATION TO ISSUE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR SPECIALIZED SERVICES TO OPERATE AND MANAGE THE IMPERIAL BEACH SPORTS PARK. (0920-40)**

ASSISTANT CITY MANAGER WADE reported on the item. He noted that staff met with the Ad Hoc Committee and the Sports Park Task Force and the red-lined version of the draft RFP contains the group's recommended comments and edits. He clarified that the intent from City staff would be to request a proposal for an operator to take over all operations and maintenance of the Sports Park. The respondents would also be operating, maintaining and providing oversight of the Skate Park. He stressed that the respondents may choose to provide more oversight of the Skate Park such as electing to run facilities, programs and charge fees whereas another respondent may choose to have less oversight of the Skate Park. He also stated that the RFP is a framework by which the respondents can shape and form their proposal and that the City is able to negotiate items with the selected operator. He announced two items were submitted as last minute agenda information.

TIM O'NEAL welcomed City Manager Hall to Imperial Beach. He encouraged Mr. Hall to review all information, including all staff reports, e-mail and communications regarding the management of Sports Park before the RFP is released to the public. He questioned if there was bias by the City to promote selection of the YMCA.

COUNCILMEMBER PATTON reported on the efforts of the Ad Hoc Subcommittee and the Task Force. He said that the process was positive, there was good feedback, everyone had a voice and there was good listening. The RFP is only a framework that can be shaped and molded.

COUNCILMEMBER BILBRAY reiterated that the the RFP is only a framework to start from and he stated that he was pleased with process.

ASSISTANT CITY MANAGER WADE responded to questions of City Council stating that the final decision about who to release the RFP to rests with the City Council. It was the recommendation of the Ad Hoc Subcommittee, the Sports Park Task Force and staff to limit the RFP to the Boys and Girls Club and the YMCA. With regard to insurance indemnification, the "preferred amounts" were recommendations by SANDPIPA and there is flexibility for setting sufficient coverage amounts for liability, damage and loss.

With regard to Citizen Input (Page 4, item i), COUNCILMEMBER PATTON stated that it is up to the operator to come up with a process.

ASSISTANT CITY MANAGER WADE added that the intent is to have citizen input directly to the operator. He also stated that there would be an annual performance evaluation of the operator by the City Council.

MAYOR JANNEY spoke in support for the item.

CITY ATTORNEY LYON stated that the City is seeking an operator who is going to provide special services that are not provided by the City. This situation is best characterized as a professional services arrangement which is governed by the municipal code and she reviewed the process.

With regard to the procedure for reviewing the proposals, MAYOR JANNEY was confident that the Ad Hoc Subcommittee and Task Force can come up with a recommendation to City Council.

COUNCILMEMBER SPRIGGS spoke in support for a level playing field where the process is as objective as possible.

ASSISTANT CITY MANAGER WADE stated that he will accept the redline changes in the draft RFP. He will make it clear that the services requested are to operate and manage Sports Park.

**6.3 NO ITEM.**

**6.4 ADOPT RESOLUTION NO. 2013-7384 APPROVING AND ADOPTING A LETTER OF INTENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION LOCAL 4692. (0540-20)**

ASSISTANT CITY MANAGER WADE reported on the item. He recognized both the SEIU and IBFA for taking on a larger share of pension costs well ahead of pension reform. He noted that it was a pleasure working with the IBFA bargaining unit and commended them for their efforts.

JASON BELL, speaking on behalf of the Imperial Beach Firefighters' Association, thanked City Council and the City's negotiating team for a fair agreement. It was a productive and professional negotiation process and they were happy to take progressive steps in pension reform.

ASSISTANT CITY MANAGER WADE thanked Public Safety Director Clark, Human Resources Analyst Cortez and Deputy Attorney Michelli for their participation on the City's negotiating team.

**MOTION BY BILBRAY, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2013-7384 APPROVING AND ADOPTING A LETTER OF INTENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION LOCAL 4692. MOTION CARRIED UNANIMOUSLY.**

**6.5 RESOLUTION NO. 2013-7386 APPROVING AMENDMENT NO. 9 TO THE 2012 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM REVISING FUNDING PROJECTIONS AND AUTHORIZING CARRY OVER TO FY 2014 FUNDING TO WIT: TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2013 THROUGH 2017. (0680-80)**

CITY MANAGER HALL introduced the item.

**MOTION BY JANNEY, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2013-7386 APPROVING AMENDMENT NO. 9 TO THE 2012 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM REVISING FUNDING PROJECTIONS AND AUTHORIZING CARRY OVER TO FY 2014 FUNDING TO WIT: TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2013 THROUGH 2017 AND AUTHORIZING STAFF TO DRAW DOWN CARRYOVER FUNDS AND TO REPROGRAM THE \$18,000 OF REVENUE PROJECTION REDUCTION. MOTION CARRIED UNANIMOUSLY.**

**ITEMS PULLED FROM THE CONSENT CALENDAR**

**2.5 RESOLUTION NO. 2013-7379 ACCEPTING THE DEPARTMENT OF HOMELAND SECURITY PROGRAM FY 2011 PORT SECURITY GRANT PROGRAM AWARD OF \$125,000 AND AUTHORIZING THE INSTALLATION OF A COASTAL SURVEILLANCE CAMERA SYSTEM. (0220-20 & 0390-88)**

CITY MANAGER HALL introduced the item.

PUBLIC SAFETY DIRECTOR CLARK reported on the item. He noted that the cameras are a water focused system that assists staff in their ability to see during times when there is glare off the ocean and to help staff see at night.

COUNCILMEMBER SPRIGGS stated that he pulled the item from the Consent Calendar because it is a substantial enhancement of the surveillance system and it could raise concern about privacy. He questioned if it were possible to view residences from the cameras that will be placed on the pier and at the end of Seacoast Drive.

PUBLIC SAFETY DIRECTOR CLARK stated that video monitoring software will limit where the cameras can scan. When the camera on South Seacoast scans northward, the range of motion can be controlled and stopped before it reaches the residences. The camera on the pier will have software that will stop the camera from rising above the rip rap or the arc will be restricted to the water area so that it will not look into the yards or homes of the residences. Additionally, there will be a system in place regarding privacy and supervisors will review and monitor the system to verify that it is being used properly. He noted that the system can assist staff with both rescues and enforcement of border security.

CAPTAIN STABENOW stated that there will be monitors in the Supervisor's office where they will be able to see what staff is viewing.

COUNCILMEMBER PATTON said that as a lifeguard, he spent many hours in the tower and noted that there are some blind spots that can only be seen by use of cameras. Concerns can be eased if City Council is given the opportunity to see what is visible through the cameras.

PUBLIC SAFETY DIRECTOR CLARK commended Captain Stabenow for working with the Port of San Diego on obtaining the grant.

**MOTION BY PATTON, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2013-7379 ACCEPTING THE DEPARTMENT OF HOMELAND SECURITY PROGRAM FY 2011 PORT SECURITY GRANT PROGRAM AWARD OF \$125,000 AND AUTHORIZING THE INSTALLATION OF A COASTAL SURVEILLANCE CAMERA SYSTEM. MOTION CARRIED UNANIMOUSLY.**

**ADJOURNMENT**

Mayor Janney adjourned the meeting at 9:52 p.m.

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James C. Janney, Mayor

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Jacqueline M. Hald, MMC  
City Clerk



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: OCTOBER 2, 2013  
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *ES*  
SUBJECT: RATIFICATION OF WARRANT REGISTER

**EXECUTIVE SUMMARY:**

Approval of the warrant register in the amount of \$829,074.56 and the payroll checks in the amount of \$154,252.28.

**BACKGROUND:**

None

**ANALYSIS:**

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

<u>Vendor:</u>	<u>Check:</u>	<u>Amount:</u>	<u>Description:</u>
SD County Sheriff	83236	\$497,688.91	July 2013 Enf Services

The following registers are submitted for Council ratification:

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
83157	09/11/13	\$ 20.00
83158-83202	09/13/13	\$ 78,364.90
83203-83256	09/18/13	750,689.66
	<b>Sub-total</b>	<b>\$ 829,074.56</b>
<u>Payroll Checks/Direct Deposit</u>		
45481-45510	P.P.E. 9/05/13	\$ 154,252.28
	<b>Sub-total</b>	<b>\$ 154,252.28</b>
	<b>TOTAL</b>	<b>\$ 983,326.84</b>

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

Warrants are issued from budgeted funds and there is no additional impact on reserves.

**RECOMMENDATION:**

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

Attachments:

1. Warrant Register

PREPARED 09/19/2013, 8:53:12  
 PROGRAM: GM350L  
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR  
 FROM 09/06/2013 TO 09/19/2013

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
09/11/2013	83157	CMRTA	2530				20.00
101-1210-413.28-04	09/11/2013	WEISMANN, K-QUARTERLY MTG		09-12-2013		03/2014	20.00
09/13/2013	83158	A/G GENERAL CONTRACTING & PAIN	1858				4,885.00
504-1924-519.20-06	09/03/2013	COMM ROOM CARPETING		2013078	140211	03/2014	4,885.00
09/13/2013	83159	AGRICULTURAL PEST CONTROL	123				95.00
101-6020-452.21-04	08/27/2013	AUG 2013		312317	140106	02/2014	95.00
09/13/2013	83160	AMERICAN MESSAGING	1759				132.84
101-3020-422.27-05	09/01/2013	SEP 2013		L1074045NI	140093	03/2014	132.84
09/13/2013	83161	SOUTHCOAST HEATING & A/C	1554				3,441.25
101-1910-419.21-04	08/16/2013	LABOR/DIAG FAN BLOWER		292413	140105	02/2014	150.25
101-1910-419.21-04	08/27/2013	PREVENTATIVE MAINT		C51801	140105	02/2014	470.00
504-1924-519.20-06	08/26/2013	UNIT RPLCD W/C COIL COAT		J10866	140172	02/2014	2,647.00
101-1910-419.21-04	08/29/2013	EVAPORATOR COIL CLEANING		292954	140105	02/2014	174.00
09/13/2013	83162	AZTEC LANDSCAPING INC	310				1,540.00
101-5010-431.21-04	08/31/2013	AUG 2013		0025217-IN	140099	02/2014	1,540.00
09/13/2013	83163	BARRETT ENGINEERED PUMPS	356				4,942.64
601-5060-436.28-01	08/20/2013	KROSH SEAL GLAND STATION8		086537	140062	02/2014	1,134.00
601-5060-436.28-01	08/20/2013	GR T6 CLASSIC IMPELLER		086538	140062	02/2014	543.08
601-5060-436.28-01	08/20/2013	GRT6 SUPER T IMPELLER		086539	140062	02/2014	605.22
601-5060-436.28-01	08/20/2013	GR T6 SUPER T IMPELLER		086540	140062	02/2014	605.22
601-5060-436.28-01	08/20/2013	ROTATING ASSEMBLY REBUILD		086541	140062	02/2014	896.96
601-5060-436.28-01	08/20/2013	ROTATING ASSEMBLY REBUILD		086543	140062	02/2014	1,158.16
09/13/2013	83164	CALIFORNIA AMERICAN WATER	612				1,499.39
101-6040-454.27-02	09/06/2013	05-0092998-9 08/01-09/03		09-25-2013		02/2014	456.09
101-3030-423.27-02	09/06/2013	05-0093917-8 08/01-09/03		09-25-2013		02/2014	136.19
101-5010-431.27-02	09/06/2013	05-0094000-2 08/01-09/03		09-25-2013		02/2014	44.65
101-5010-431.27-02	09/06/2013	05-0094041-6 08/01-09/03		09-25-2013		02/2014	21.22
101-5010-431.27-02	09/06/2013	05-0094076-2 08/01-09/03		09-25-2013		02/2014	21.22
101-5010-431.27-02	09/06/2013	05-0094163-8 08/01-09/03		09-25-2013		02/2014	21.22
101-5010-431.27-02	09/06/2013	05-0094234-7 08/01-09/03		09-25-2013		02/2014	21.22
101-5010-431.27-02	09/06/2013	05-0094268-5 08/01-09/03		09-25-2013		02/2014	30.60
101-5010-431.27-02	09/06/2013	05-0094293-3 08/01-09/03		09-25-2013		02/2014	25.91
101-5010-431.27-02	09/06/2013	05-0094304-8 08/01-09/03		09-25-2013		02/2014	207.61
101-5010-431.27-02	09/06/2013	05-0094973-0 08/01-09/03		09-25-2013		02/2014	513.46
09/13/2013	83165	CDW GOVERNMENT INC	725				594.78
503-1923-419.30-22	08/15/2013	CREDIT FOR ERGORTON DUAL		FD92119		02/2014	524.43
503-1923-419.20-06	08/22/2013	HP MEDIA TRAY/FEEDEE		FH70150	140085	02/2014	171.18
503-1923-419.20-06	08/22/2013	LCD MONITORS/LIFT STANDS		FJ05653	140085	02/2014	948.03
09/13/2013	83166	COLE OFFICE PRODUCTS INC	1400				1,219.42
101-1920-419.30-01	01/11/2013	WALL CALENDAR		312391-1		02/2014	14.57

*[Handwritten signature]*  
 9/19/13

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
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101-1920-419.30-01	05/23/2013			COPY PAPER	315202-0		02/2014	1,204.85
09/13/2013	83167	COUNTY RECORDER	1818					50.00
101-0000-221.01-02	09/03/2013			NOE 1030 10TH STREET	MF 1114		03/2014	50.00
09/13/2013	83168	COX COMMUNICATIONS	1073					816.60
503-1923-419.21-04	08/26/2013			08/25-09/24 3110039780701	09-15-2013	140162	02/2014	600.00
503-1923-419.29-04	09/02/2013			09/01-09/30 3110015533201	09-22-2013	140162	03/2014	37.60
601-5050-436.21-04	09/05/2013			09/04-10/03 3110091187001	09-25-2013	140162	03/2014	179.00
09/13/2013	83169	CYNTHIA TITGEN CONSULTING, INC	2340					1,350.00
101-1130-412.20-06	08/25/2013			08/23-09/03/2013	201315	140082	02/2014	1,350.00
09/13/2013	83170	D.A.R. CONTRACTORS	1122					347.00
101-3050-425.20-06	09/01/2013			AUG 2013	811301229	140103	03/2014	347.00
09/13/2013	83171	DATAQUICK	1134					149.00
101-1210-413.21-04	09/09/2013			AUG 2013	B1-2196729	140197	03/2014	24.50
101-3020-422.21-04	09/09/2013			AUG 2013	B1-2196729	140197	03/2014	9.00
101-3070-427.21-04	09/09/2013			AUG 2013	B1-2196729	140197	03/2014	115.50
09/13/2013	83172	EHREN KAHLE	1209					217.00
101-3020-422.29-01	08/28/2013			REIMBURSE EMT FEES	015645		02/2014	17.00
101-3020-422.29-01	08/28/2013			REIMBURSE CA EMT LICENSE	P17847		02/2014	200.00
09/13/2013	83173	FASTENAL	909					31.78
101-5010-431.21-23	08/19/2013			VARIOUS NUTS & BOLTS	CACHU32333	140007	02/2014	31.78
09/13/2013	83174	FEDERAL EXPRESS CORP.	911					21.48
101-1210-413.28-09	08/30/2013			SHIPPING TO ACOM	2-386-12944	140113	02/2014	21.48
09/13/2013	83175	GO-STAFF, INC.	2031					3,762.52
101-3020-422.21-01	08/20/2013			W/E 08/18/13 MEDLEY, A	112150	140164	02/2014	464.83
601-5060-436.21-01	08/27/2013			W/E 08/25/13 JERMYN, C	112496	140116	02/2014	672.03
101-3020-422.21-01	08/27/2013			W/E 08/25/13 MEDLEY, A	112495	140164	02/2014	383.99
101-1210-413.21-01	09/03/2013			W/E 09/01/13 FERGUSON, N	112848	140089	03/2014	978.12
601-5060-436.21-01	09/03/2013			W/E 09/01/13 JERMYN, C	112847	140116	03/2014	647.14
101-3020-422.21-01	09/03/2013			W/E 09/01/13 MEDLEY, A	112846	140164	03/2014	616.41
09/13/2013	83176	GRAINGER	1051					663.95
101-5010-431.30-02	08/26/2013			DRUM FAUCET	9227552693	140008	02/2014	7.76
101-5010-431.30-02	08/26/2013			MULTI PURPOSE OIL	9227552701	140008	02/2014	8.19
601-5060-436.30-02	08/30/2013			DIAMOND GRIP GLOVES--SEWER	9232282724	140008	02/2014	648.00
09/13/2013	83177	GREGORY HUGHES	2367					1,000.00
217-5000-532.20-06	08/12/2013			CC&G-190 CALLA AVE	08-12-2013	140261	02/2014	1,000.00
09/13/2013	83178	HINDERLITER DELLAMAS & ASSOCIA	111					303.29
101-1210-413.20-06	08/15/2013			JUL-SEP 2013 SALES TAX/AU	0021095-IN	140155	02/2014	303.29
09/13/2013	83179	HOME ENERGY SYSTEMS, INC	2527					1,000.00
217-5000-532.20-06	08/28/2013			C&G -1134 14TH ST	HABIBI #1	140257	02/2014	1,000.00



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101-3020-422.30-02	09/15/2011	MCKAY,C-CLASS B RENEWAL	821819		03/2014	66.00		
101-3020-422.30-02	10/08/2011	FD OPEN HOUSE SUPPLIES	2		03/2014	4.31		
101-3020-422.28-09	01/06/2012	PRIORITY MAILING W/CONF	617044		03/2014	11.65		
101-3020-422.30-02	07/11/2012	CHAIN FOR DISCHG CAP E39	06711249762		03/2014	2.33		
101-3020-422.30-02	10/20/2012	FD OPEN HOUSE DECORATION	23383800039894		03/2014	5.38		
09/13/2013	83191	PITNEY BOWES INC	271			207.36		
101-1920-419.25-02	09/03/2013	OCT-DEC 2013 POSTAGE MTR	404015	140156	03/2014	207.36		
09/13/2013	83192	PROTECTION ONE ALARM MONITORIN	69			578.60		
601-5060-436.20-23	08/21/2013	SEP 2013	94226836	140073	02/2014	289.30		
601-5060-436.20-23	06/20/2013	JUL 2013	93426463	140073	01/2014	289.30		
09/13/2013	83193	RCP BLOCK & BRICK INC	115			387.07		
101-5010-431.30-02	08/28/2013	ASPHALT PATCH	1287976	140033	02/2014	387.07		
09/13/2013	83194	ROBERT STABENOW	199			54.00		
101-3030-423.28-04	08/29/2013	REIMBURSE EMT FEES	015675		02/2014	54.00		
09/13/2013	83195	SDGE	289			5,078.04		
101-5010-431.27-01	09/03/2013	0646 753 1938 07/31-08/29	09-18-2013		02/2014	10.36		
101-5010-431.27-01	09/03/2013	1694 230 1484 07/31-08/29	09-18-2013		02/2014	20.34		
101-5010-431.27-01	08/29/2013	1912 409 2723 07/29-08/27	09-13-2013		02/2014	10.36		
101-6010-451.27-01	09/04/2013	2081 689 7619 08/01-08/30	09-19-2013		02/2014	245.05		
101-5010-431.27-01	09/04/2013	2741 969 9359 07/31-08/31	09-19-2013		02/2014	138.54		
215-6026-452.27-01	09/04/2013	2819 871 6315 07/31-08/31	09-19-2013		02/2014	1,847.83		
101-5010-431.27-01	09/03/2013	3062 843 3719 07/31-08/29	09-18-2013		02/2014	12.74		
101-5010-431.27-01	08/29/2013	5280 340 6641 07/29-08/27	09-13-2013		02/2014	75.65		
101-5010-431.27-01	08/29/2013	5576 188 0541 07/29-08/27	09-13-2013		02/2014	10.15		
601-5060-436.27-01	08/30/2013	8773 823 6424 07/30-08/28	09-14-2013		02/2014	696.99		
101-5010-431.27-01	09/03/2013	9476 001 6989 07/31-08/29	09-18-2013		02/2014	877.69		
101-6020-452.27-01	09/04/2013	0175 275 3776 08/01-08/30	09-19-2013		02/2014	130.31		
101-5010-431.27-01	09/04/2013	0824 329 2041 08/01-08/30	09-19-2013		02/2014	199.94		
101-6010-451.27-01	09/04/2013	2081 692 3399 08/01-08/30	09-19-2013		02/2014	12.28		
101-6020-452.27-01	09/04/2013	2083 847 9032 08/01-08/30	09-19-2013		02/2014	71.43		
101-6010-451.27-01	09/04/2013	3206 700 9265 08/01-08/30	09-19-2013		02/2014	123.32		
101-5010-431.27-01	09/03/2013	3448 930 9646 07/31-08/29	09-18-2013		02/2014	9.96		
101-5010-431.27-01	09/03/2013	5153 272 6717 07/31-08/29	09-18-2013		02/2014	13.29		
101-6020-452.27-01	09/04/2013	5456 692 8951 08/01-08/30	09-19-2013		02/2014	28.13		
101-6020-452.27-01	09/04/2013	6921 003 2109 08/01-08/30	09-19-2013		02/2014	162.21		
101-5010-431.27-01	09/04/2013	7706 795 7872 08/01-08/30	09-19-2013		02/2014	11.95		
101-6010-451.27-01	09/04/2013	9956 693 6272 08/01-08/30	09-19-2013		02/2014	149.65		
101-6020-452.27-01	09/04/2013	2081 689 1273 08/01-08/30	09-19-2013		02/2014	104.95		
101-6020-452.27-01	09/04/2013	9327 898 1346 08/01-08/30	09-19-2013		02/2014	114.92		
09/13/2013	83196	SKS INC.	412			3,880.24		
501-1921-419.28-15	08/29/2013	1092.6 GAL REG FUEL	1257405-IN	140046	02/2014	3,880.24		
09/13/2013	83197	SONIA GALAVIZ	2221			48.82		
101-5020-432.28-04	08/19/2013	MILEAGE REIMBURSEMENT	08-19-2013		02/2014	48.82		

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
09/13/2013	83198	SOUTH WEST SIGNAL	488				160.00
101-5010-431	21-04	08/31/2013		AUG 2013	51253	140035 02/2014	160.00
09/13/2013	83199	UNDERGROUND SERVICE ALERT OF	731				48.00
601-5060-436	21-04	09/01/2013		AUG 2013	820130323	140074 03/2014	48.00
09/13/2013	83200	US MOBILE WIRELESS COMMUNICATI	1983				1,236.00
101-3030-423	28-01	08/27/2013		LG RADIO MANIT CONTRACT	64538	140194 02/2014	1,236.00
09/13/2013	83201	WAXIE SANITARY SUPPLY	802				900.64
101-6040-454	30-02	08/27/2013		JANITORIAL SUPPLIES	74126265	140013 02/2014	900.64
09/13/2013	83202	WEST COAST ARBORISTS	820				800.00
101-6020-452	21-04	08/26/2013		PALM TREE \$ STUMP REMOVAL	89339-A	140107 02/2014	800.00
09/19/2013	83203	ASBURY ENVIRONMENTAL SERVICES	277				91.80
101-5040-434	21-04	09/04/2013		30 GAL DRUM	130428969	140004 03/2014	91.80
09/19/2013	83204	AZTEC LANDSCAPING INC	310				1,203.63
101-5010-431	21-04	09/12/2013		PLANTING @ MEDIAN-GEORGIA	13001L-IN	140100 03/2014	1,203.63
09/19/2013	83205	CALIFORNIA AMERICAN WATER	612				1,996.58
101-3030-423	27-02	09/09/2013		05-0155019-8 08/05-09/04	09-30-2013	02/2014	25.38
101-5010-431	27-02	09/09/2013		05-0155037-0 08/05-09/04	09-30-2013	02/2014	21.22
601-5060-436	27-02	09/09/2013		05-0392478-9 08/05-09/04	09-30-2013	02/2014	16.53
101-5010-431	27-02	09/10/2013		05-0402959-6 08/06-09/05	09-30-2013	02/2014	33.06
601-5060-436	27-02	09/09/2013		05-0505362-9 08/05-09/04	09-30-2013	02/2014	235.14
601-5060-436	27-02	09/11/2013		05-0101092-0 08/07-09/06	09-30-2013	02/2014	20.69
101-5020-432	27-02	09/11/2013		05-0102217-2 08/13-09/06	09-30-2013	02/2014	106.13
101-6020-452	27-02	09/11/2013		05-0102503-5 08/07-09/06	09-30-2013	02/2014	540.47
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101-5010-431	27-02	09/11/2013		05-0102729-6 08/07-09/06	09-30-2013	02/2014	536.91
101-6020-452	27-02	09/12/2013		05-0106225-1 08/08-09/09	10-01-2013	02/2014	6.62
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09/19/2013	83206	CCH	2528				321.88
101-1210-413	28-14	08/22/2013		2014 GVRNMNTL GAAP GUIDE	4800380983	140259 02/2014	321.88
09/19/2013	83207	CLEAN HARBORS	913				1,984.00
101-5040-434	21-04	09/05/2013		AUG 2013	1000126135	140026 03/2014	1,244.00
101-5040-434	21-04	08/06/2013		JUL 2013	1000091738	140026 02/2014	740.00
09/19/2013	83208	CORODATA MEDIA STORAGE, INC.	2334				137.38
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09/19/2013	83209	DOGBAGSANDMORE.COM	2517				2,745.00
101-5040-434	29-04	08/19/2013		WASTE BAGS-BIODEGRADABLE	7737	140250 02/2014	2,745.00

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09/19/2013 101-1210-413.28-09	83211 28-09	FEDERAL EXPRESS CORP. 09/13/2013	911 UNION BANK SERVICES	2-400-25605	140113 03/2014	21.68 21.68		
09/19/2013 101-3020-422.30-02	83212 30-02	FIRE ETC 08/20/2013	924 HOLDING STRAP	52024	140251 02/2014	26.24 26.24		
09/19/2013 101-5010-431.30-02	83213 30-02	HANSON AGGREGATES INC. 09/05/2013	48 4 YDS CONCRETE-SPORTS PK	529563	140037 03/2014	566.26 566.26		
09/19/2013 217-5000-532.20-06	83214 20-06	HOME ENERGY SYSTEMS, INC 09/16/2013	2527 C&G-1134 14TH STREET	HABIBI #2	140257 03/2014	22,516.00 22,516.00		
09/19/2013 101-5010-431.21-23	83215 21-23	HUDSON SAFE-T LITE RENTALS 08/28/2013	2382 U BOLTS	00018143	140069 02/2014	130.80 130.80		
09/19/2013 101-0000-209.01-08	83216 01-08	I B FIREFIGHTERS ASSOCIATION 09/12/2013	214 PAYROLL AP PPE 9/05/13	20130912	03/2014	300.00 300.00		
09/19/2013 101-0000-209.01-10	83217 01-10	ICMA RETIREMENT TRUST 457 09/12/2013	242 PAYROLL AP PPE 9/05/13	20130912	03/2014	5,332.41 5,332.41		
09/19/2013 501-1921-419.28-16	83218 28-16	INTERSTATE BATTERY OF SAN DIEG 08/28/2013	388 REPLACEMENT BATTERY	930007018	140009 02/2014	284.49 103.83		
501-1921-419.28-16		09/03/2013	#601 BATTERY REPLACEMENT	680037076	140009 03/2014	95.19		
501-1921-419.28-16		09/09/2013	#600 BATTERY REPLACEMENT	579010028	140009 03/2014	85.47		
09/19/2013 101-1910-419.21-04	83219 21-04	JANI-KING OF CALIFORNIA, INC. 09/01/2013	2042 SEP 2013	SDO09130618	140104 03/2014	3,470.64 3,470.64		
09/19/2013 101-3035-423.30-02	83220 30-02	JIM SULLIVAN 09/18/2013	2004 2013 JRLG PHOTO PRINTS	046987010084	02/2014	182.37 182.37		
09/19/2013 101-6040-454.30-02	83221 30-02	JOHN DEERE LANDSCAPES 09/05/2013	1986 SOD KNIFE	65969149	140028 03/2014	311.89 6.88		
101-6020-452.30-02		08/28/2013	IRRIGATION PARTS	65887742	140028 02/2014	96.70		
101-6040-454.30-02		08/28/2013	SOIL/POTTING MIX	65891383	140028 02/2014	131.87		
101-6020-452.30-02		08/30/2013	CONTROLLER	65918933	140028 02/2014	29.01		
101-6040-454.30-02		08/30/2013	2 CYCLE OIL	65919213	140028 02/2014	47.43		
09/19/2013 101-3020-422.29-01	83222 29-01	JOHN FRENCH 08/28/2013	534 REIMBURSE EMT CERT FEES	015651	02/2014	54.00 54.00		
09/19/2013 101-3030-423.28-04	83223 28-04	JONATHAN NICOLOFF 08/23/2013	2533 REIMBURSE TRAINING FEES	00364Z	02/2014	43.00 43.00		
09/19/2013 501-1921-419.28-16	83224 28-16	LIGHTHOUSE, INC 09/10/2013	787 LAMPS -STOCK	0905123	140040 03/2014	39.37 39.37		

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09/19/2013	83226	MCDUGAL LOVE ECKIS &	962					8,227.00
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09/19/2013	83227	NASLAND ENGINEERING	1656					7,330.00
101-5020-432.20-06	06/30/2013	JUN 2013 -SEACOAST AESTHE	93452	140183	01/2014	6,370.00		
101-5020-432.20-06	07/31/2013	JUL 2013 SEACOAST AESTHET	93543	140183	01/2014	960.00		
09/19/2013	83228	PAL GENERAL ENGINEERING INC.	2411					74,241.92
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09/19/2013	83229	PITNEY BOWES	1369					2,518.99
101-1920-419.28-09	09/06/2013	POSTAGE MACHINE REFILL	09-06-2013	140253	03/2014	2,518.99		
09/19/2013	83230	RANCHO AUTO & TRUCK PARTS	1685					337.28
501-1921-419.28-16	08/28/2013	OIL/AIR FILTERS	7693-168243	140016	02/2014	26.46		
501-1921-419.28-16	08/29/2013	#606 ROTORS/STOP PAD SET	7693-168325	140016	02/2014	114.47		
501-1921-419.28-16	08/29/2013	#630 ROTEX	7693-168344	140016	02/2014	123.29		
501-1921-419.28-16	08/29/2013	RETURN CORE #630	7693-168361	140016	02/2014	41.04		
501-1921-419.28-16	09/04/2013	OIL FILTERS	7693-168850	140016	03/2014	12.59		
501-1921-419.28-16	09/05/2013	COTTER PIN	7693-168958	140016	03/2014	3.54		
501-1921-419.28-16	09/05/2013	TOP/SIDE TERM PROT	7693-168971	140016	03/2014	11.99		
501-1921-419.28-16	09/11/2013	STOP PAD SET	7693-169499	140016	03/2014	19.71		
501-1921-419.28-16	09/11/2013	#602 CARLSON	7693-169510	140016	03/2014	11.04		
501-1921-419.28-16	09/11/2013	OIL/AIR FILTERS	7693-169562	140016	03/2014	55.23		
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101-1230-413.28-01	09/04/2013	SEP 2013	90727661	140182	03/2014	289.28		
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101-3030-423.28-01	09/04/2013	SEP 2013	90727661	140182	03/2014	289.29		
101-5020-432.28-01	09/04/2013	SEP 2013	90727661	140182	03/2014	289.29		
101-6010-451.28-01	09/04/2013	SEP 2013	90727661	140182	03/2014	289.29		
09/19/2013	83232	ROBERT BACKER & ASSOCIATES	1620					7,275.00
402-5000-532.20-06	09/11/2013	BREAKWATER COMM SITE	09-11-2013	111164	03/2014	7,275.00		
09/19/2013	83233	ROBERT HALF TECHNOLOGY	1826					1,850.00
503-1923-419.10-02	08/29/2013	08/23/13 WAHSINGTON, E	38639306	140098	02/2014	812.50		
503-1923-419.10-02	09/05/2013	08/30/13 WASHINGTON, E	38684082	140098	03/2014	675.00		
503-1923-419.10-02	09/12/2013	09/06/13 WASHINGTON, E	38731940	140098	03/2014	362.50		
09/19/2013	83234	SAFETY-KLEEN SYSTEMS	246					273.47
501-1921-419.29-04	08/28/2013	BRAKE CLEANER	61482354	140044	02/2014	273.47		
09/19/2013	83235	SAN DIEGO GAS & ELECTRIC	1399					16,170.63
101-3020-422.27-01	09/09/2013	1008 786 9371 07/31-08/29	09-25-2013		02/2014	33.67		

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101-3020-422.27-01	09/09/2013	1980 769 7764 07/30-08/28	09-25-2013		02/2014	3,083.90		
601-5060-436.27-01	09/09/2013	5263 521 9238 07/29-08/27	09-25-2013		02/2014	10.00		
101-6020-452.27-01	09/09/2013	5649 771 4749 08/01-08/30	09-25-2013		02/2014	10.15		
101-5010-431.27-01	09/09/2013	5649 771 4749 08/01-08/30	09-25-2013		02/2014	6,553.00		
101-5010-431.27-01	09/09/2013	8507 517 8464 08/01-08/30	09-25-2013		02/2014	112.90		
601-5060-436.27-01	09/09/2013	8507 517 8464 08/01-08/30	09-25-2013		02/2014	71.62		
101-6020-452.27-01	09/09/2013	8507 517 8464 07/31-08/30	09-25-2013		02/2014	958.34		
601-5060-436.27-01	09/09/2013	8541 770 1270 08/01-08/30	09-25-2013		02/2014	4,217.57		
101-5020-432.27-01	09/09/2013	9169 299 2261 07/28-08/26	09-25-2013		02/2014	948.23		
09/19/2013	83236	SAN DIEGO COUNTY SHERIFF	882			497,688.91		
101-3010-421.20-06	08/22/2013	JUL 2013 LAW ENF SERVICES	08-22-2013		01/2014	498,321.43		
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09/19/2013	83237	SEIU LOCAL 221	1821			1,691.23		
101-0000-209.01-08	09/12/2013	PAYROLL AP PPE 9/05/13	20130912		03/2014	1,691.23		
09/19/2013	83238	SIERRA PACIFIC WEST, INC.	2512			29,563.97		
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402-5000-532.20-06	08/31/2013	AUG 2013 BIKEPATH IMPRVMN	1	140264	02/2014	963.52		
09/19/2013	83239	SKS INC.	412			11,099.75		
501-1921-419.28-15	09/05/2013	500G DIESEL/1086.6 G REG	1257511-IN	140046	03/2014	5,840.02		
501-1921-419.28-15	09/12/2013	1385.3 GAL REG FUEL	1257669-IN	140046	03/2014	5,259.73		
09/19/2013	83240	SPARKLETTS	2341			45.79		
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09/19/2013	83241	STANDARD ELECTRONICS	504			190.00		
101-1910-419.20-23	08/16/2013	07/25/13 LABOR	18914	140254	02/2014	95.00		
101-1910-419.20-23	08/26/2013	07/25/13 PANEL CHECK	18974	140254	02/2014	95.00		
09/19/2013	83242	THE MERCER GROUP, INC.	2529			8,031.58		
101-1110-412.20-06	08/28/2013	RECRUITMNT ADMIN DIRECTOR	08-28-2013	140260	02/2014	8,031.58		
09/19/2013	83243	THOMAS KRENBEN	2			191.00		
101-0000-321.72-10	08/19/2013	REFUND OVERPAYMENT OF BL	1169		02/2014	191.00		
09/19/2013	83244	TRAFFIC SAFETY MATERIALS, LLC.	2369			345.60		
101-5010-431.21-23	08/28/2013	DRIVE RIVET/BREAK AWAY NU	3144	140065	02/2014	345.60		
09/19/2013	83251	U.S. BANK	1873			31,996.44		
503-1923-419.30-22	07/29/2013	PC DIAGNOSTIC	218631	140229	02/2014	49.00		
503-1923-419.30-22	07/30/2013	TERRABYTE EXT DRIVE	218659	140229	02/2014	85.32		
503-1923-419.28-04	07/31/2013	LOPEZ,H-BUSINESS LNCH-COX	94	140229	02/2014	14.96		
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503-1923-419.20-06	08/05/2013	MEMORY MPC	218976	140229 02/2014 117.71
503-1923-419.30-22	08/06/2013	CABLES	108-1651323-274	140229 02/2014 37.76
503-1923-419.20-06	08/06/2013	PC FOR MEMORY	219032	140229 02/2014 34.55
503-1923-419.30-22	08/07/2013	CABLES	002-3924169-840	140229 02/2014 38.55
503-1923-419.30-22	08/07/2013	HUB	002-4440182-921	140229 02/2014 10.98
503-1923-419.30-22	08/08/2013	CABLES	002-6655576-173	140229 02/2014 6.99
503-1923-419.30-22	08/13/2013	PAYPAL TEST	08-13-13 1:07	140229 02/2014 .01
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503-1923-419.30-22	08/13/2013	PAYPAL TEST	08-13-13 2:31	140229 02/2014 .01
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503-1923-419.30-22	08/14/2013	PAYPAL TEST	08-14-13 10:49	140229 02/2014 .01
503-1923-419.30-22	08/14/2013	PAYPAL TEST	16113	140229 02/2014 .02
503-1923-419.20-06	08/16/2013	MICROSOFT SUPPORT	1380422198	140229 02/2014 99.00
101-3020-422.28-12	07/23/2013	FRENCH,J-CFCA	2568-5958-0271-	140223 02/2014 375.00
101-3020-422.30-01	07/15/2013	CABINET ORGANIZER	899101908105	140224 02/2014 38.01
101-3020-422.30-02	07/19/2013	COFFEE DECANTER/FILTER	9242490921	140224 02/2014 28.07
101-3020-422.30-02	07/29/2013	STATION SUPPLIES	064100	140224 02/2014 138.21
101-3020-422.30-02	07/29/2013	2013 AD PROTOCOL HANDBOOK	07-29-2013	140224 02/2014 153.00
101-3020-422.30-02	07/29/2013	CARWASH SOAP	29982	140224 02/2014 56.70
101-3030-423.30-02	07/18/2013	DISPATCH TOWER CHAIR	667961928-001	140225 02/2014 323.99
101-3030-423.28-01	07/26/2013	PWC TRAILER PARTS &ANCHOR	3791	140225 02/2014 83.13
101-6030-453.30-02	08/05/2013	FANS FOR SR CENTER	037540	140222 02/2014 43.07
101-3020-422.30-02	08/07/2013	FD OPEN HOUSE -HATS	W3833	140223 02/2014 864.00
101-3020-422.30-02	08/09/2013	ICS FIELD OP GUIDE	20130132	140224 02/2014 79.44
101-3020-422.30-02	08/13/2013	CHAIN SAW FUEL CAP	283995	140224 02/2014 7.83
101-3020-422.30-02	08/19/2013	2013 CA CODES	100181826	140224 02/2014 65.08
101-3030-423.30-02	08/01/2013	PWC TRAILER LIGHTS/BRUSH	4234	140225 02/2014 76.93
101-3030-423.28-01	08/02/2013	PWC SERVICE	46882	140225 02/2014 153.62
101-3030-423.30-02	08/07/2013	DIVE COMPUTER BAND	6671	140225 02/2014 149.25
101-3030-423.30-02	05/29/2013	MEDICAL SUPPLIES	634679	140227 02/2014 491.94
101-3030-423.30-02	06/18/2013	MEDICAL SUPPLIES	636493	140227 02/2014 105.89
101-3030-423.30-02	06/26/2013	MEDICAL SUPPLIES	637209	140227 02/2014 68.98
101-3030-423.30-02	07/22/2013	MEDICAL SUPPLIES	639520	140227 02/2014 123.84
101-3030-423.28-04	07/23/2013	CORONADO POOL-DIVE TRNG	021037	140227 02/2014 50.00
101-3030-423.30-02	07/23/2013	BATTERIES	4429	140227 02/2014 6.47
101-3030-423.30-02	07/26/2013	PADLOCKS	0311781-IN	140227 02/2014 411.09
101-3030-423.30-02	07/31/2013	BAGS FOR RD UNITS	1575176	140227 02/2014 156.07
101-3030-423.25-03	07/31/2013	REPAIR UNIFORM JACKET	176584	140227 02/2014 19.44
101-3030-423.28-01	08/05/2013	CLEANING SUPPLIES	065126/7293908	140227 02/2014 32.35
101-3030-423.30-02	08/06/2013	SWIM FINS	402147	140227 02/2014 35.59
101-3030-423.30-02	08/06/2013	CARDBOARD BIRD CAGES	52726237	140227 02/2014 78.86
101-3030-423.30-02	08/07/2013	BLUE & YELLOW CARDS	085871	140227 02/2014 286.18
101-3030-423.30-02	08/07/2013	OFFICE SUPPLIES	9495	140227 02/2014 37.05
101-3030-423.30-02	08/12/2013	LG WORKOUT EQUIPMENT	063381	140227 02/2014 110.11
101-3030-423.30-02	08/12/2013	KEY COPIES	096921	140227 02/2014 11.88
101-3030-423.30-02	08/14/2013	SS HARNESS CLIP	7501	140227 02/2014 54.50
101-3030-423.30-02	08/21/2013	ABC EXTINGUISHER	E083	140227 02/2014 209.98
101-1020-411.21-04	02/19/2013	SHREDDING SERVICES	17355	140213 02/2014 198.00

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101-1020-411.21-04	07/24/2013	HALD, J SEMINAR REGISTRATI	636616	140213 02/2014 183.19
101-3040-424.30-02	07/24/2013	BUILDING INSPECTOR TOOLS	011359/9016369	140215 02/2014 230.45
101-1230-413.30-01	07/22/2013	MISC OFFICE SUPPLIES	668233196-001	140217 02/2014 226.69
101-1020-411.28-04	08/06/2013	PUBLIC RECORDS CD & MANUA	2726893-2	140213 02/2014 116.59
101-1130-412.29-02	08/15/2013	EMP RECOGNITION AWARD	009762	140213 02/2014 80.00
101-1230-413.28-04	08/14/2013	NAKAGAWA, J-PLANNING SEMIN	08-27-2013	140216 02/2014 10.00
101-1230-413.28-04	08/16/2013	NAKAGAWA, J-CLIMATE SEMINA	10-01-2013	140216 02/2014 35.00
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101-1230-413.28-09	08/02/2013	RETURN MAILING COSTS	3957B43B5SM	140217 02/2014 6.96
101-3040-424.30-01	08/08/2013	MISC OFFICE SUPPLIES	670689033001	140217 02/2014 108.12
101-6010-451.30-02	08/09/2013	CABLE TIE UPS/TAPE/CLEANE	084766/3571079	140221 02/2014 67.48
101-6010-451.29-04	08/14/2013	NEW CAFE CASH REGISTER	1487	140221 02/2014 144.32
101-6010-451.30-02	08/14/2013	SPORTS PARK CAFE FOOD	256588827	140221 02/2014 612.03
101-3035-423.28-04	07/27/2013	JRLG BANQUET REFRESHMENTS	07-27-2013	140226 02/2014 130.48
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101-3030-423.30-02	07/23/2013	BATTERIES/TIE DOWNS	019599/0575683	140228 02/2014 51.71
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101-3030-423.28-01	07/25/2013	DIVE GEAR/EQ	6570	140228 02/2014 391.84
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101-6040-454.30-02	08/13/2013	KNIVES/TERRY TOWELS	075053/9593258	140239 02/2014 89.05
101-6040-454.30-02	08/14/2013	TAPE/SEALER/BUCKET	007426/8023456	140239 02/2014 51.75
101-6040-454.30-02	08/16/2013	STEELSTIK/EPOXY	063012/6572038	140239 02/2014 37.39
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101-6020-452.30-02	07/23/2013	FENCE PAINT	063158/0590818	140233 02/2014 56.20
101-6040-454.30-02	07/24/2013	SERRANO, A-SAFETY BOOTS	18/1205/50973	140233 02/2014 136.06
101-6040-454.30-02	07/24/2013	STATE FLAGS	58937	140233 02/2014 221.40
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501-1921-419.28-16	08/21/2013	#115 GLASS ASSEMBLY	5037785	140246 02/2014 77.11
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101-5010-431.30-02	07/23/2013	SETTING TOOL/BOLTS/ANCHOR	013277/0265552	140232 02/2014 30.01
101-5010-431.30-02	07/29/2013	GUERRERO, A-SAFETY SHOES	013583445271	140232 02/2014 134.97
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101-5010-431.30-02	08/01/2013	1.5 YARD CONCRETE	113021689-001	140232 02/2014 267.30
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101-6040-454.30-02	07/27/2013	LIGHT POLE PAINT		020879/6581839	140240	02/2014	5.38
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101-6040-454.30-02	08/10/2013	SIGN STENCILS PAINT		072941/2564559	140240	02/2014	16.14
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101-5010-431.30-02	08/16/2013	SCREWS/PAINT		075505/6571986	140244	02/2014	13.33
101-5010-431.30-02	08/16/2013	CEDAR FLAT TOP		269039	140244	02/2014	4.89
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303-1260-413.28-04	08/07/2013	BERKEY, K AIR TRAVEL		A32COU	140214	02/2014	373.80
303-1260-413.28-04	08/07/2013	WADE, G PARTIAL CREDIT		A4MEGH	140214	02/2014	234.90
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09/19/2013	83253	VERIZON WIRELESS	2317				1,787.83
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101-3020-422.27-05	09/08/2013	08/09/2013-09/08/2013		9711206638		02/2014	159.52
101-3030-423.27-05	09/08/2013	08/09/2013-09/08/2013		9711206638		02/2014	235.89
101-3070-427.27-05	09/08/2013	08/09/2013-09/08/2013		9711206638		02/2014	41.87
101-1230-413.27-05	09/08/2013	08/09/2013-09/08/2013		9711206638		02/2014	101.49
503-1923-419.27-05	09/08/2013	08/09/2013-09/08/2013		9711206638		02/2014	580.98
503-1923-419.27-05	09/08/2013	08/09/2013-09/08/2013		9711206638		02/2014	12.32
09/19/2013	83254	WAGE WORKS INC.	2210				113.00
101-1920-419.21-04	09/16/2013	SEP 2013		125AI0265281	140161	03/2014	113.00
09/19/2013	83255	WALKSANDIEGO	1551				2,500.00
202-5016-531.20-06	09/06/2013	AUG 2013		179-2	130885	03/2014	2,500.00
09/19/2013	83256	WEST GROUP CTR	826				128.52
101-1020-411.28-14	09/01/2013	AUG 2013		827906790	140187	03/2014	128.52
DATE RANGE TOTAL *							829,074.56 *





AGENDA ITEM NO. 2.3

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: OCTOBER 2, 2013

ORIGINATING DEPT.: PUBLIC SAFETY *JL*

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7395 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAN DIEGO SPORTS MEDICINE TO CONTINUE THE IMPERIAL BEACH FIRE DEPARTMENT WELLNESS PROGRAM

**EXECUTIVE SUMMARY:**

The City of Imperial Beach has worked with the San Diego Sports Medicine & Family Health Center (SDSMFHC) for provision of medical services including the Wellness Program for Imperial Beach Fire Fighters and for executive physical examinations. This action is to authorize the City Manager to sign an agreement to continue the Fire Department Wellness Program with San Diego Sports Medicine through June 30, 2014, with the option for three (3) extensions through June 30, 2017. There is no fiscal impact with this action as the expenses and the corresponding reimbursement via the EMS fees are included in the adopted Fiscal Year 2013/14 and 2014/15 budgets.

**BACKGROUND:**

The City of Imperial Beach has worked with the San Diego Sports Medicine & Family Health Center (SDSMFHC) for provision of medical services including the Wellness Program for Imperial Beach Fire Fighters and for executive physical examinations. The firefighter wellness services include five components:

- Medical
- Fitness
- Injury Prevention and Rehabilitation
- Behavioral Health
- Data Collection

This Wellness Program is in compliance with the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) Health and Wellness Initiative guidelines as described in the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative.

**ANALYSIS:**

The San Diego Sports Medicine Wellness Program in Imperial Beach is an essential element of firefighter health and safety. The program is included in the Memorandum of Understanding with the Imperial Beach Firefighters Association for available participation of all fire-rescue personnel in the Wellness Program services. To that end, Public Safety and SDSMFHC have negotiated a new agreement for continuation of the Imperial Beach Wellness Program. This program promotes healthy living, provides early diagnosis of dangerous health conditions, and provides ongoing education for Imperial Beach Firefighters relevant to injury and illness avoidance.

The proposed one (1) year contract ends June 30, 2014, and allows for three (3) additional one (1) year extensions. The rates for services are outlined in the chart in section 4.3 of the agreement, and will remain the same during the course of the contract and extensions unless changes are agreed upon by both parties.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no fiscal impact with this action, as the adopted Fiscal Year 2013/14 and 2014/15 budgets already include the amount for these services, and the corresponding revenue from the City's EMS share.

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2013-7395 authorizing the City Manager to enter into an agreement with San Diego Sports Medicine to continue the Imperial Beach Fire-Rescue Department Wellness Program.

Attachments:

1. Resolution No. 2013-7395
2. Agreement with San Diego Sports Medicine

**RESOLUTION NO. 2013-7395****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAN DIEGO SPORTS MEDICINE TO CONTINUE THE IMPERIAL BEACH FIRE-RESCUE DEPARTMENT WELLNESS PROGRAM**

**WHEREAS**, the City will participate in the San Diego Firefighters Regional Wellness Program (SDFFRWP) which is in compliance with the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) Health and Wellness Initiative guidelines; and

**WHEREAS**, the City has determined SDSMFHC has the expertise, experience, and personnel necessary to provide Wellness Program services required by the Imperial Beach Fire Department and described in the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) (<http://www.iaff.org/safe/wellness2.html>). The program described in IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) shall henceforth be described as the "Wellness Program" or "IBFD's Wellness Program"; and

**WHEREAS**, SDSMFHC desires to enter into a contractual relationship which makes SDSMFHC the health provider agency of the IBFD's Wellness Program; and

**WHEREAS**, adequate funding exists in the Fiscal Year 2013/14 budget to cover the expenses associated with the IBFD Wellness Program.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach authorizes the City Manager to enter into an agreement with San Diego Sports Medicine to continue the Imperial Beach Fire-Rescue Department Wellness Program.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of October 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

**AGREEMENT BETWEEN THE  
CITY OF IMPERIAL BEACH  
AND SAN DIEGO SPORTS MEDICINE AND FAMILY HEALTH CENTER  
FOR WELLNESS PROGRAM SERVICES**

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**THIS AGREEMENT** is made, entered into, and effective as of the latest date set forth on the signature page hereto, by and between the City of Imperial Beach("City"), with its principal place of business located at 825 Imperial Beach Blvd., Imperial Beach, CA 91932 and San Diego Sports Medicine & Family Health Center (SDSMFHC), A Medical Corporation, with its principal place of business located at 6699 Alvarado Road, Suite 101, San Diego, CA 92120.

**RECITALS**

WHEREAS, the City will participate in the San Diego Firefighters Regional Wellness Program (SDFFRWP) which is in compliance with the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) Health and Wellness Initiative guidelines; and

WHEREAS, the City has determined SDSMFHC has the expertise, experience, and personnel necessary to provide Wellness Program services required by the Imperial Beach Fire Department and described in the IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) (<http://www.iaff.org/safe/wellness2.html>). The program described in IAFF/IAFC Fire Service Joint Labor Management Wellness-Fitness Initiative (IAFF, 1999, ISBN# 0-942920-36-8) shall henceforth be described as the "Wellness Program" or "IBFD's Wellness Program"; and

WHEREAS, SDSMFHC desires to enter into a contractual relationship which makes SDSMFHC the health provider agency of the IBFD's Wellness Program;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Section 1. Compensation.**

**1.1** The City and SDSMFHC agree to pay and bill respectively in accordance with the rates, fees and restrictions set forth in Item 1.2, 4.1, 4.2,4.3, and 4.4 of this agreement.

**1.2. SDSMFHC shall provide an invoice** for services rendered during a calendar month to the City by the 10<sup>th</sup> day of the next month. Services will be itemized, and presented in the following categories:

**1.1.1.** Clinical services

**1.1.2.** Consultation services

### 1.1.3. Lecture and workshop services

## Section 2. Term.

**2.1. Term.** The term of this Agreement shall be for a period of one (1) year from the effective date hereof.

**2.2. Options to Renew.** By mutual consent, this agreement may be renewed for three (3) one (1) year options, each for a period of one (1) year after the expiration of the original term, or the preceding one-year option term. Each option term shall be renewed on the same terms as this Agreement, except that the rates in section 4.1, 4.3, and 4.4 may be increased or decreased by mutual written agreement of the parties. Any rate changes shall be made at the time of exercise of the option, to take effect at the beginning of the new one year period unless otherwise agreed to in writing by the parties.

**2.3. Exercise of Option to Renew.** The City shall give notice in writing of their intention to renew at least sixty (60) days prior to the expiration of the Agreement, or of the prior option term. If notice is provided by the City to SDSMFHC, such notice shall be sent by mail addressed to:

Katie Rusk, Project Manager  
San Diego Sports Medicine & Family Health Center  
6699 Alvarado Road, Suite 101  
San Diego, CA 92120

## Section 3. City Obligations.

**3.1 Administration.** The Chief of the IBFD or designated representative shall administer this Agreement on behalf of the City and represent the City in all matters pertaining to the Agreement.

## Section 4. SDSMFHC Obligations.

**4.1. Wellness Program Services IAFF Wellness Exam.** SDSMFHC agrees to provide services rendered at the location identified in Item 4.2 below, to IBFD employees participating in the Wellness Program (hereinafter "IBFD Employees"), at the fees for service identified in Item 4.3. SDSMFHC agrees to perform and/or coordinate all services identified in the Fire Service Joint Management Wellness-Fitness Initiative. The five components are Medical, Fitness, Injury Prevention and Rehabilitation, Behavioral Health and Data Collection. SDSMFHC agrees to provide the following services and/or collection of information:

- a. Prior to Medical Evaluation**  
SDSMFHC agrees to provide all the necessary forms, reports, and documentation for the requested information listed below:

Introductory letter describing the Firefighter Initiative  
Health history/Lifestyle questionnaire  
Health risk assessment  
Exercise risk assessment  
Participant information  
HIPAA information and acknowledgment  
Nutrition and diet analysis  
Arbitration agreement  
Explanation of testing procedures  
Instructions for participation  
Laboratory requisition (participant will have labs drawn at least one week prior to evaluation)  
Respiratory fit clearance form  
Directions to facilities

SDSMFHC will coordinate and provide staff to have blood drawn for lab analysis at designated fire stations at least one week prior to the participants' Wellness evaluation. The cost of this mobile service is included in the package price for the Medical Fitness Evaluations listed in section 4.3.

**b. Medical Evaluation**

Each participant will receive the following evaluations and follow up at the SDFFRWP Wellness Center:

Vitals: height, weight, blood pressure, pulse, temperature and respirations  
Complete hands-on physical examination by a Physician or Physicians Assistant (PA).

Blood profile including a CBC, chemistry panel and lipid panel.

TSH screening (cardiovascular risk screening) is optional and at an additional cost in accordance with the fee schedule.

Chest x-ray

Pulmonary Function Test, including lung volume and flow rate

12 lead EKG

Lifestyle Questionnaire and Nutritional Risk Assessment

Hearing and Vision screening

Cancer screening, as appropriate, at an additional cost, including PSA, Hemocult, Pap Smear, Mammogram, CA-125.

DOT/DMV physical form

**c. Fitness Evaluation**

Maximal/Sub-Maximal (age determined) Exercise Test monitored by a

12 lead EKG

Body Composition

Abdominal Endurance Crunch Test

Push-up Evaluation of Upper Body Strength and Endurance

Grip Strength utilizing a hand dynamometer

Functional Movement Screening

Flexibility evaluation

In addition to the requested evaluations, assessment of low back muscular endurance at initial fitness evaluation using the Biering-Sorensen

Test will be performed at no additional cost

**d. Schedule for Medical and Fitness Evaluations**

For each individual participating in the program:

45-60 minutes with Physician: physical exam, review labs and other test results

45-60 minutes with Exercise Physiologist: treadmill test, exercise consult

45 minutes with Strength and Conditioning Personnel: strength, flexibility, body composition, FMS

45 minutes with Medical Assistant: vitals, vision, blood draw, hearing, pulmonary function, chest x-ray, review history and immunizations

20 minutes Nutrition Consult

**e. Follow-up Consultation with Physician at time of initial appointment.**

Follow-up on findings from annual examinations will be reviewed by the physician at time of evaluation.

Abnormal findings on the annual physical will be addressed with specific recommendations to control or remedy the abnormality, and with recommendations for follow up or referral.

Referrals will be made as appropriate for non-service connected issues, using the participants Primary Care Provider.

**f. Personalized feedback from Exercise Physiologist and Athletic Trainer/Peer Fitness Trainer:**

Individual's level of fitness

Level of improvement since past assessments

Realistic evaluation of the individual's physical capacity to safely perform assigned jobs

Suggested exercise program

Comprehensive wellness/fitness program recommendations

Firefighter Physical Performance Standard Score

Physical Fitness Age Assessment

**g. Personalized written Health and Wellness Report**

Each firefighter will receive an individual packet of the medical and fitness evaluation that outlines his/her results. The report will outline recommendations for each individual to improve and maintain fitness, as

well as recommend treatment or follow up for any medical condition. Educational material regarding various health topics will be included in the packet.

**h. Reporting and Recommendations**

SDSMFHC agrees to incorporate the current criteria used in Respiratory Fitness Clearance and Department of Motor Vehicles medical evaluations with regard to findings and risks. It is not the intention of the Wellness Program to re-define the existing fitness-for-duty criteria. Strict confidentiality and maintenance of records will be adhered to throughout any reporting and/or referral procedures.

**i. Data Collection**

SDSMFHC will provide scientific and technical support related to data collection and analysis. Data shall be collected and stored on the electronic database designed by SDSMFHC specifically for the Services to be performed under this agreement. Data Collection services shall include the following:

- a. Storage of past, current and future data on a secure server. Data shall be backed up weekly and kept at a remote location.
- b. Analysis of data for errors, omissions and outliers. Statistical analysis shall be performed to summarize the demographic medical fitness outcomes on each individual as well as the group as a whole.
- c. Development of an annual report which shall be presented to Senior IBFD Staff which identifies health trends and concerns.
- d. Development of new strategies for data collection and reporting.
- e. Evaluating and analyzing data for individual and group disease management.
- f. Integrating data with other fire departments in a confidential manner in compliance with all federal and state law.

**j. Education Program**

SDSMFHC will provide educational hours over the year for Wellness participants. The Education component will be multifaceted in its delivery. The intent of the Education Component is to address those areas of interest and concern for the health and fitness of the Imperial Beach Firefighters. The Education Component shall include the following:

- a. Nutrition station as part of the annual physical;
- b. Website updates;
- c. Stations visits which will include, but not be limited to educational sessions on exercise, fitness, nutrition and health related topics.
- d. Individual counseling for high risk individuals and those with specific nutrition and exercise needs;
- e. Development of educational material for Personal Profile and group education projects (i.e. Fiber challenge, Big Burn Challenge, Body Blast workout, Health Fire Fighter recipes;

- f. Providing resources and Consultant staff on health and fitness related issues (i.e. return to work issues, training issues, Cross Fit, medical advice regarding injury treatment and more)
- g. Providing a Registered Dietician to help those individuals with high risk nutritional/health related problems.
- h. Providing an Athletic Trainer to help those individuals with specific injury related problems identified by Physician.

The Education Program consists of initial education, as well as recurrent education. Fees for the initial portion of the Educational Program are included in the set fee for Medical and Fitness Exams for Wellness Participants.

**k. Immunizations**

SDFFRWP agrees to offer City, at City discretion, employees on-duty influenza immunization and PPD (Tuberculosis) testing at strategic locations throughout the IBFD, as identified by the IBFD and agreed upon with the Wellness Officer, and charged according to the fee schedule in 4.3. These services are mobilized and can accommodate 30 participants at one time. Each participant will complete a consent form describing risk and benefits of vaccines and PPD placement. Each participant will receive the immunization and/or PPD. A licensed individual will be present to administer or supervise administration of the immunization or PPD. The PPD will be read within 48 to 72 hours by a certified individual. Scheduling will be determined by the City and agreed upon with the Wellness Officer.

**l. Other Immunizations**

All immunization records and history of immunizations (that Participants provide) will be kept in patients chart. Review of immunizations will be made at the time of Wellness physical or respiratory fit exam. Necessary immunizations including Hepatitis B will be given at that time and charged according to the fee schedule in 4.3. Additional immunizations as part of a series will be administered on an individual basis at the Wellness Center, scheduled by the Wellness Officer. All immunizations will be preauthorized by the City.

**4.2. SDFFRWP Wellness Program Facilities.**

**4.2.1. Wellness Program Locations.** SDFFRWP agrees to provide Wellness Program services to IBFD Employees at the following location:

SAN DIEGO FIREFIGHTERS REGIONAL WELLNESS CENTER  
*(Hosted by San Diego Sports Medicine and Family Health Center)*  
6699 Alvarado Road, Suite 101, San Diego, CA 92120

**4.2.2. Staffing and Hours of Operation.** SDSMFHC shall maintain a medical facility staffed by licensed physicians and technicians during

business hours. In agreement with the City, SDSMFHC shall commit to the days and hours of operation to comply with the goals of the Wellness Program and the Wellness Initiative.

**4.2.3. Priority Appointments.** SDSMFHC shall maintain a licensed physician or physician assistant available to examine and treat IBFD Employees that have arrived for their appointment.

**4.2.4. Medical Specialists.** SDSMFHC shall have “on call” medical specialists to examine patients either at the facilities listed above or at the specialist’s office, for medical emergencies and follow-up care.

**4.2.5. Medical Consultants.** SDSMFHC shall maintain a list of medical specialty consultants for referral to IBFD Employees.

**4.2.6. Other Medical Services.** SDSMFHC shall provide radiological facilities on-site at the Wellness Center to facilitate comprehensive examinations.

**4.2.7. Weekend and Evenings.** The Wellness Center will not operate on weekends or evenings.

**4.2.8. Cancelled/Delayed appointments.** The City is engaged in “All-Risk” emergency services, 24-hours a day. Due to unforeseen emergencies (fires, major incidents, disasters, etc.), it may be possible that an emergency crew and/or support personnel are otherwise engaged in emergency operations and unable to keep their appointment at the Wellness Center. All efforts will be made to provide personnel that are ready for their Wellness Center evaluation. The days of operation and the number of personnel to receive the services will be determined based on an annual schedule and the need of City and will be in consultation with the Wellness Officer.

**4.2.9. Vacancy Fee.** Despite the best efforts of the City and/or appointed personnel assisting in scheduling Wellness activities, there may be occurrence that scheduled IBFD employees are NOT present for evaluation. The City will pay a vacancy fee of \$100 for any occurrence after two occurrences in any calendar month applicable only to days of operation.

**4.3. Pricing of Services.** The following prices have been established at the initiation of this agreement. The fees for all services excluding labs and vaccinations shall be increased at a rate of 5% of the cost from the prior fiscal year. Influenza Vaccinations, PPD testing and Labs will be priced based on the current market value.

<b>CLINICAL SERVICES</b>	<b>COST</b>
<b>Bi-Annual Wellness Exam and Education</b>	\$1269.45 per participant
<b>Administration</b>	Included
<b>Facilities and Maintenance</b>	Included
<b>Individual Tests and Wellness Exams</b>	
<b>DMV exam and paperwork only</b>	\$105.00 per participant
<b>Respiratory Fit Exam only</b>	\$131.25 per participant
<b>Influenza Vaccinations</b>	\$21.00 per participant*
<b>PPD testing</b>	\$23.10 per participant*
<b>Immunizations as Requested</b>	
<b>Hepatitis A Vaccine</b>	\$109.20 x 2 per participant*
<b>Hepatitis B Vaccine</b>	\$80.85 x 3 per participant*
<b>Hepatitis B Titer</b>	\$109.25 per participant*
<b>Tetanus/Adacel</b>	\$52.50 per participant*
<b>MMR</b>	\$1049.20 x 2 per participant*
<b>Varicella</b>	\$115.50 x 2 per participant*
<b>Labs</b>	<b>COST</b>
<b>General Labs (No MedFit Eval)</b>	\$46.20 per participant
<b>Hearing (No MedFit Eval)</b>	\$46.20 per participant
<b>PSA</b>	\$46.20 per participant
<b>Hemocult</b>	\$21 per participant
<b>Pap Smear</b>	\$78.75 per participant
<b>Mammogram</b>	\$183.75 per participant
<b>Chest Xray ( No MedFit Eval)</b>	\$68.25 per participant
<b>Cholinesterase</b>	\$69.30 per participant
<b>Resting EKG (No MedFit Eval)</b>	\$57.75 per participant
<b>Treadmill (No MedFit Eval)</b>	\$257.25 per participant
<b>Heavy Metals Testing</b>	\$206.85 per participant
<b>CONSULTATION SERVICES</b>	<b>COST</b>
<b>Physician Consultation</b>	\$315.00 per hour
<b>Physical Therapy Consultation</b>	\$105.00 per hour
<b>Physical Therapy Services</b>	\$86.10 per hour
<b>LECTURE &amp; WORKSHOP SERVICES</b>	<b>COST</b>
<b>Back Workshop</b>	\$630.00 per lecture
<b>Nutritional and health related lectures</b>	\$210.00 per lecture to \$525.00 per lecture

\* Fees may be adjusted during the term of this agreement based on changes in current market price and availability of the vaccines. The adjusted fee will be determined by the average price of the vaccine or PPD through other local providers, plus 10% for administration. The decision to provide these services rests with the City.

**4.3.1. Pre-Paid Fees for Services.** Any pre-paid fees for service will be reimbursed back to the City upon dissolution of this agreement.

#### **4.4. Safety/Preventive Services.**

**4.4.1.** SDSMFHC agrees to make available consulting/training in the area of safety/prevention services at the following rates:

- a. Physician time billed at \$300 an hour.
- b. Non-physician time billed at \$100 an hour.

**4.5. Prescriptions.** It is not the intention of this Agreement or the City that medications shall be dispensed during the scope of the Wellness Program. If the consulting physician identifies a need to prescribe a medication, he/she can provide a prescription at no additional cost, until the employee can follow-up with his/her own physician, or make a referral to the employee's own physician. The City shall not reimburse either the employee or SDSMFHC for prescription or non-prescription medications.

**4.6. Vision and Audiometric Examinations.** SDSMFHC agrees to provide vision and audiometric examinations to IBFD Employees as referenced by guidelines published by the California Department of Motor Vehicles (DMV).

**4.7. Respiratory Examinations.** SDSMFHC agrees to provide respiratory examinations to IBFD Employees as referenced by guidelines published by the Occupational Safety and Health Administration (OSHA).

**4.8. Performance Standards.** It is the intent of SDSMFHC and the City to provide quality medical care and other Wellness services for IBFD Employees. To maintain and improve the quality, access, availability, and cost-effectiveness of the services provided under this Agreement, SDSMFHC and the City each agree to use their best efforts to develop means and standards for measuring the performance of IBFD under the Agreement, including, but not limited to the following:

**4.8.1.** Measurement of Key Performance Indicators, including Workers' Compensation savings, vital signs, cholesterol levels, and subjective surveys of participant's satisfaction.

**4.8.2.** Comparison of these indicators with other fire Departments as available through the International Association of Fire Fighters (IAFF) Wellness Initiative database.

**4.8.3.** Comparison of these indicators with other fire Departments as available through the San Diego County Fire Chief's Association (to be determined).

**4.8.4.** Other factors to be established by SDSMFHC and the City.

**4.9. SDSMFHC Representative.** SDSMFHC shall designate Richard Parker, D.O, FAOASM, to represent SDSMFHC in all matters pertaining to this Agreement.

## **Section 5. Administrative Services**

**5.1. Periodic Meetings.** Subject to any state and federal privacy laws, SDSMFHC agrees to meet with the IBFD's staff as scheduled to confidentially discuss program issues, utilization of medical specialties, utilization of physical therapy, trends and any topic of interest pertaining to the Wellness Program.

**5.2. Work-Related Injuries: Initial Medical Reporting.** While it is not the intent of the Wellness Program to diagnose or otherwise treat any suspected work-related injuries, in the course of a Wellness/Fitness evaluation a suspected work-related injury or illness may be discovered. SDSMFHC shall refer all IBFD employees, with a suspected work-related injury or illness, to the IBFD for coordination of medical care, unless a life threatening medical emergency exists that requires medical treatment. SDSMFHC will direct the employee to follow all IBFD procedures for reporting a work related injury or illness. Following any emergency medical treatment, SDSMFHC shall report the treatment to the IBFD for the purposes of follow-up medical treatment. In the case of emergency medical treatment, SDSMFHC shall provide the IBFD with a Doctors First Report of Work Injury or Illness (form 5020) within two days of initial treatment and all billing. SDSMFHC is not authorized to determine causation of any suspected work related injury or illness.

**5.3. Work-Related Injuries: Medical Reports and Billings.** SDSMFHC shall use those reports, billings and associated forms in a format approved by the City for any and all work related injuries reported.

**5.4. Maintenance of Medical Reports.** SDSMFHC shall accurately maintain, store and retrieve employee medical files during the period of this Agreement in accordance with all applicable laws and regulations.

**5.5. Confidentiality.** SDSMFHC shall ensure security of the medical records for all Wellness Program participants and shall ensure compliance with all State and

Federal Privacy Laws. At no time shall SDSMFHC release confidential medical records to the City without written authorization from the employee.

**5.6. Testimony.** SDSMFHC shall, upon reasonable notice, submit to depositions and testify at court if requested by the City at the contracted physician consulting rate in 4.3.

**5.7. Return-to-Work Consulting.** SDSMFHC shall provide consulting services by working with IBFD staff on returning injured IBFD employees, when appropriate, to modified duty at the contracted physician consulting rate in 4.3.

**5.8. Special Treatment Consulting.** SDSMFHC shall provide recommendations to Wellness Participants regarding surgical options, special medical treatments, or other special medical procedures identified during the Wellness exam as requiring such treatment or services at the contracted physician consulting rate in 4.3.

**5.9. Authorization for Patient Referral.** SDSMFHC shall insure that the employee is instructed that any referral made to a specialist or hospital will NOT be reimbursed by the Wellness Program unless authorized by both the Medical Director and the Project Manager.

## **Section 6. Indemnification and Hold Harmless.**

To the fullest extent permitted by law, SDSMFHC shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of SDSMFHC, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. SDSMFHC's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. SDSMFHC's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

## **Section 7. Termination.**

This Agreement shall renew annually as set forth in Item 2. This Agreement may be terminated for any reason by either party giving ninety (90) days written notice to the other party's designated representative, provided that the Indemnification and Duty to Defend provisions in Item 6 shall survive such termination, for a period of one year.

Notice under this provision shall be communicated in writing in person or by certified mail, return receipt requested as follows:

If to SDSMFHC: Richard Parker, D.O., FAOASM  
6699 Alvarado Road, Suite 101  
San Diego, CA 92120

If to City: Fire Chief  
Imperial Beach Fire Department  
34884 Lilac Extension Road  
Imperial Beach, CA 92059

**Section 8. Equal Opportunity.**

SDSMFHC shall comply with the City's Equal Opportunity Program.

**Section 9. Drug-Free Workplace.**

Upon execution of this Agreement and all subsequent extensions, SDSMFHC agrees to comply with any requirements set forth in City's policy regarding drug-free workplace.

**Section 10. Americans with Disabilities Act Statement.**

SDSMFHC shall be responsible for complying with the 1990 Americans with Disabilities Act (ADA). (For specific services and public accommodations, SDSMFHC may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. District of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.)

**Section 11. Compliance with HIPAA**

SDSMFHC shall be responsible for complying with the Standards for Privacy of Individually Identifiable Health Information set forth in the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160, 164).

**Section 12. Integration.**

This Agreement, and all rights and obligations created by this Agreement, shall be in full force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

**Section 13. Compliance with Controlling Law.**

SDSMFHC shall comply with all laws, ordinance, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, SDSMFHC shall comply within a reasonable time after receiving written notice by City with all directives issued by the City or its authorized representatives under authority of any laws, statutes,

ordinance, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**Section 134 Jurisdiction and Venue.**

The venue for any suit or proceeding concerning the Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.

**Section 15. No Waiver.**

No failure of either the City or SDSMFHC to insist upon the strict performance by the other of any covenant, term or condition of the Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of the Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**Section 16. Severability.**

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**Section 17. Drafting Ambiguities.**

The Parties agree that they are aware they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. 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 this Agreement.

**Section 18. Signatures–Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed by the City, acting by and through its Fire Chief and by SDSMFHC, acting by and through its Wellness Director.

CITY OF IMPERIAL BEACH

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Andy Hall  
City Manager  
Imperial Beach, CA

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Parker, D.O., F.A.O.A.S.M.  
Wellness Director  
San Diego Sports Medicine & Family Health Center





AGENDA ITEM NO. 2.4

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AA*

MEETING DATE: OCTOBER 2, 2013

ORIGINATING DEPT.: PUBLIC SAFETY *je*

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7397 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SOUTHWESTERN COMMUNITY COLLEGE FOR THE PURPOSE OF CONTINUING THE MARINE SAFETY SERVICE TRAINING PROGRAM

**EXECUTIVE SUMMARY:**

Lifeguard personnel are required to engage in new and continuing education efforts to maintain their credentials and skills for the job. Several lifeguard agencies partner with Southwestern Community College to provide the mandatory safety training sessions and to ensure proper credit for the lifeguards. This renews the agreement between Southwestern College and the City of Imperial Beach, providing the funding to hire certified instructors to teach the training curriculum. There is no fiscal impact with this action as both the revenues and expenditures are included in the adopted Fiscal Year 2013/14 and 2014/15 budgets.

**BACKGROUND:**

Southwestern College provides in-service public safety training programs to various lifeguard agencies located in the South Bay Region. These training programs are focused on providing the contracting agency's personnel recurring mandatory safety training curriculum. The program provides money to the contracting agency to hire certified instructors to teach the training curriculum. These instructors are trained staff of the participating agencies, including the City of Imperial Beach Lifeguard Division.

**ANALYSIS:**

Southwestern College has agreed to enter into a Marine Safety Service Training Program with the City of Imperial Beach's Ocean/Beach Safety Lifeguard Department for the purposes of providing a funding mechanism for ongoing and required marine job-related training for the City's lifeguard personnel. This is a three (3) year agreement, ending on June 30, 2016. The Agreement provides that the City will receive \$2.20 per participant hour up to a maximum amount of \$15,280 annually. The money will be utilized for paying for instructional costs associated with conducting training for the City's lifeguards.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no fiscal impact with this action as the expenses and corresponding revenues are included in the adopted Fiscal Year 2013/14 and 2014/15 budgets.

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2013-7397 authorizing the City Manager to renew the agreement between the City and Southwestern Community College for the purpose of continuing the Marine Safety Service Training Program.

Attachments:

1. Resolution No. 2013-7397
2. Agreement with Southwestern College District

**RESOLUTION NO. 2013-7397**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT BETWEEN THE CITY AND SOUTHWESTERN COMMUNITY COLLEGE FOR THE PUPOSE OF CONTINUING THE MARINE SAFETY SERVICE TRAINING PROGRAM**

**WHEREAS**, the City Council desires that the Lifeguard Division maintain a high level of training for its lifeguards; and

**WHEREAS**, the City Council desires to remain in compliance with federal and state mandated training for its firefighters; and

**WHEREAS**, the City Council desires to participate in a cooperative training program to achieve and maintain the above stated goals; and

**WHEREAS**, local agencies and Southwestern Community College have partnered for continuing education of fire-rescue personnel in the South Bay portion of San Diego County.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach authorizes the City Manager to execute an agreement for education and training services with Southwestern Community College District per the terms of the agreement for a period of five (5) years, ending on March 13, 2018.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of October 2013, by the following vote:

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

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

**ATTEST:**

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

STANDARD INTER-AGENCY SERVICES AGREEMENT

THIS AGREEMENT is entered into this 11<sup>th</sup> day of July, 2013, by and between the Southwestern Community College District (“District”), 900 Otay Lakes Road, Chula Vista, California 91910 and the City of Imperial Beach (“Agency”), 825 Imperial Beach Blvd, Imperial Beach, California 91932, for the Marine Safety Service Training Program.

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the District desires to contract with the Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public interest, convenience and general welfare will be served by this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, Agency and District agree as follows:

1. Services – Agency shall diligently furnish to the District the services set forth in Attachment A, hereby incorporated in this Agreement by reference.
2. The term of this Agreement shall commence on July 12, 2013 and terminate on June 30, 2016, unless terminated earlier by either party upon thirty days written notice to the other party.
3. Agency Fee and Expenses – The fee to be paid by the District for the services and materials to be supplied hereunder is \$2.20 per student per contact hour in a total amount not to exceed \$15,840. The Agency shall invoice the District at the end of each semester, supplying mutually-acceptable documentation of student contact hours.

4. No student, instructor or employee of District shall receive any compensation or benefits from Agency under this Agreement. No student, instructor or employee of District shall become an employee of the Agency under this Agreement.

5. Insurance Requirements. Without limiting the indemnification obligations of this Agreement, each party to this Agreement shall provide and maintain during the term, insurance as specified below:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability, Occurrence form, Insurance Services, Office form CG0001 or equivalent.
- (2) Automobile Liability covering all owned, non owned and hired auto, Insurance Services Office form CA0001 or equivalent.

B. Minimum Limits of Insurance. Each party shall maintain limits no less than:

- (1) Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- (2) Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.
- (3) Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of the other party.

C. Evidence of Insurance

Prior to commencement of this Agreement, but in no event later than the effective date of the Agreement, each party shall furnish certificates of insurance or

evidence of self-insurance. Copies of renewal certificates shall be furnished within thirty days of the expiration of the term of any required insurance policy.

D. Self-Insurance

Parties may fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance.

E. District shall carry necessary Workers' Compensation Insurance covering students in the Marine Safety Service Training Program and employees of District at District's own cost and expense. Agency shall carry necessary Workers' Compensation Insurance covering employees of Agency at Agency's own cost and expense.

6. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students and agents against and from any and all loss, liability, damage, claim, cost, charge, demand or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of District, and damage to property including property of District, caused by the acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's sole negligence or sole willful misconduct.

7. District agrees to defend, hold harmless, and indemnify Agency and its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of Agency, and damage to property including property of Agency, caused by the acts or omissions of District, its employees and students in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss,

liability, damage, claim, cost, charge, demand, or expense resulting from Agency's sole negligence or sole willful misconduct.

8. The District may terminate this Agreement upon thirty days (30) notice and be relieved of any consideration to Agency from the date of termination should Agency fail to perform the covenants herein at the time and in the manner provided in this Agreement. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid to the Agency.

9. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

10. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

11. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto on

Date \_\_\_\_\_

Date 8/19/13

CITY OF IMPERIAL BEACH

SOUTHWESTERN COMMUNITY  
COLLEGE DISTRICT

Signature on file

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

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

Name: Andy Hall

Name: Melinda Nish, Ed.D.

Title: City Manager

Title: Superintendent/President

Originator: Christine Perri, Dean

Higher Education Center – National City & CCAC

Account No. 1-45110-089905-000

Approved as to form by the office of the  
Purchasing, Contracting & Central Services  
Director

Approval No.: A3770-13

Date: 6/25/13

ATTACHMENT A  
INTER-AGENCY SERVICES  
TO BE PROVIDED BY:  
**City of Imperial Beach for Marine Safety Service Training Program**

1. **Teaching Approved Curriculum:** All students contact hours submitted by the City of Imperial Beach for Marine Safety Service Training Program to Southwestern Community College District shall be part of a course of instruction that has either been approved by the District's Curriculum Committee, or has been accepted as a topics course and approved by the District's Vice President for Academic Affairs.
2. **Instructor Qualifications:** All student contact hours submitted by the City of Imperial Beach for Marine Safety Service Training Program to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Science and/or Recreation Leadership Instructors. This expertise is furnished at the expense of the City of Imperial Beach. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full time equivalent students (FTES) under courses through the Fire Science Department and/or Recreation Leadership through the School of Health, Exercise Science and Athletics of Southwestern Community College District and the City of Imperial Beach for Marine Safety Service Training Program certifies that no student contact hours will be submitted to the District which also have been or will be submitted for California Joint Apprenticeship Committee and/or JPTA funding.
4. **Enrollment of Students:** The District will supply current student enrollment forms to the City of Imperial Beach for Marine Safety Service Training Program. The Agency will return properly completed enrollment forms and enrollment fees to the District prior to beginning instruction. The Agency recognizes that out-of-state tuition fees will be charged for students

who are not California residents. Student attendance and achievement records will be maintained by the Agency and be available for review during normal business hours.

5. **Instructional Activities:** The Administrators of Southwestern Community College District and the City of Imperial Beach for Marine Safety Service Training Program and/or their designees will meet at mutually agreed intervals to plan, review class hours to meet performance objectives, schedule and budget for instructional activities; the joint consensus of the District and the Agency shall precede any instructional activity and include supervision and evaluation of students and student withdrawal prior to completion of a course.
6. **List of Course(s) or course topics:** The District will make available to the Agency all courses listed in the course catalog and additional topics classes consistent with District standards for curriculum adoption.
7. **Services:** The District and the Agency will ensure that ancillary and support services such as counseling, guidance and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the District's colleges and has met applicable pre-requisites.

SOUTHWESTERN COMMUNITY COLLEGE  
INSTRUCTIONAL AGREEMENT FOR SERVICES

Southwestern Community College District ("District") is authorized by Title 5 of the California Administrative Code to enter into a written contract with Mike Francis, the instructor who is employed by the City of Imperial Beach. The instructor agrees to participate in the delivery of approved District curriculum, and acknowledges that the District shall have the primary right to control and direct the instructor's activities related to the delivery of the curriculum during the time that the instructor's employer has an "Instructional Agreement" with the District.

The delivery of the curriculum will be in compliance with the provisions of the signed Instructional Agreement and the faculty handbook and catalog for the District.

The District will not be obligated to make any payment to the instructor for services delivered under the Agreement and will not be responsible for benefits including, but not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue to faculty members. All salary and benefits payable or owing to the instructor are solely the responsibility and liability of the Agency who has signed the Instructor Agreement.

INSTRUCTOR

CITY OF IMPERIAL BEACH FOR MARINE SAFETY  
SERVICE TRAINING PROGRAM

BY \_\_\_\_\_

BY \_\_\_\_\_

Print Name \_\_\_\_\_

Robert Stabenow, Supervisor  
Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ANDY HALL, CITY MANAGER *AH*

**MEETING DATE:** OCTOBER 2, 2013

**ORIGINATING DEPT.:** PUBLIC SAFETY *JC*

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2013-7396 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH SOUTHWESTERN COLLEGE TO CONTINUE THE FIRE-RESCUE TRAINING PROGRAM

**EXECUTIVE SUMMARY:**

Fire Department personnel are required to engage in new and continuing education efforts to maintain their credentials and skills for the job. In the South Bay, Fire Departments partner with Southwestern Community College to provide the required training sessions and to ensure proper credit for their firefighters. This action renews the agreement between Southwestern Community College and the City of Imperial Beach. There is no fiscal impact with this action as both the revenues and expenditures are included in the adopted Fiscal Year 2013/14 and 2014/15 Budgets.

**BACKGROUND:**

Fire Department personnel are required to engage in new and continuing education efforts to maintain their credentials and skills for the job. Prior to 2006, this was done via the Regional Occupational Program (ROP) at Southwestern College for agencies in the South Bay. Changes to the ROP program resulted in that program being discontinued, so the college developed a new program in collaboration with the fire agencies to utilize qualified instructors from the departments to provide ongoing classes and training as required. The college provides the infrastructure, required reporting, and collection of records, while the agencies provide the instructors, training and locations through a regional In-Service-Training (IST) program.

**ANALYSIS:**

The college receives state funding of \$5,000 for each student, which is computed based on the total training hours, and pays 30% of those funds, equating to \$1,500 per full-time equivalent student, less enrollment fees, to each agency based on it's own student training hours. These funds provide reimbursement for the trainers to work overtime to keep themselves qualified, and to provide regional on-going training. The agreement for these services has lapsed, and they have been continuing month-to-month. This action will renew the agreement for a five-year term ending on March, 13, 2018. This is the regional program for these training services, and the department is satisfied with the arrangement.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no fiscal impact to this action because these revenues and expenditures are included in the adopted Fiscal Year 13/14 and 14/15 budgets.

**RECOMMENDATION:**

That the City Council adopt Resolution Number 2013-7396 authorizing the City Manager to renew the agreement with Southwestern College to continue the Fire Training Program.

Attachments:

1. Resolution No. 2013-7396
2. Standard Inter-Agency Services Agreement

**RESOLUTION NO. 2013-7396**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH SOUTHWESTERN COMMUNITY COLLEGE DISTRICT TO CONTINUE THE FIRE-RESCUE TRAINING PROGRAM**

**WHEREAS**, the City Council desires that the fire department maintain a high level of training for its firefighters; and

**WHEREAS**, the City Council desires to remain in compliance with federal and state mandated training for its firefighters; and

**WHEREAS**, local agencies and Southwestern Community College have partnered for continuing education of fire-rescue personnel in the South Bay portion of San Diego County; and

**WHEREAS**, the agreement with Southwestern Community College provides reimbursement for the City of Imperial Beach for providing qualified instructors.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach authorizes the City Manager to execute an agreement for fire-rescue education and training services with Southwestern Community College District per the terms of the agreement for a period of five (5) years, ending on March 13, 2018.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of October 2013, by the following vote:

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

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

**ATTEST:**

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

**STANDARD INTER-AGENCY SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 14th day of March, 2013, by and between Southwestern Community College District, 900 Otay Lakes Road, Chula Vista, California 91910 ("District") and the City of Imperial Beach ("Agency").

**RECITALS**

WHEREAS, fire safety personnel can best serve the public in emergency situations when personnel receives continuing education in fire science and technology and are to take continuing education fire science courses; and

WHEREAS, the needs of the public are best served when participating agencies are trained in the same firefighting techniques to facilitate mutual aid; and

WHEREAS, the public interest, convenience and general welfare will be served by coordinating the educational needs of the participating Agencies; and

WHEREAS, under Education Code section 78021, Southwestern Community College District desires to contract Agency as an independent contractor to the District to provide for the educational services required; and

WHEREAS, Agency, has the personnel, expertise and equipment to provide the educational services required by this Agreement.

**TERMS AND CONDITIONS**

NOW THEREFORE, Agency and District agree as follows:

1. Services: Agency shall provide classroom and practical education courses to District as set forth in Attachment A, which is incorporated in this Agreement by reference as though set forth in full.
2. This Agreement shall become effective on March 14, 2013 and terminate on March 13, 2018 unless terminated earlier pursuant to paragraph three (3) below. The Agreement's initial term shall run for a period of five (5) years from the Effective Date.
3. Termination: Notwithstanding the paragraph above, District or Agency may terminate this Agreement at any time and for any reason, by giving specific written notice to the other party of the intent to terminate and specifying the effective date of the termination, at least thirty (30) days before the effective date of the termination.

4. Fees and Expenses:

- a. The Agreement provides Agency with tuition reimbursement for services provided by Agency.
- b. Tuition cost per unit will apply each semester. Standard Off-Campus student health fee will be paid also.
- c. Reimbursement will be paid for one unit per semester (54 hours) or 1.5 units per semester (80 hours). Students will be required to meet the required number of hours. Reimbursement will not be made for reduced hours. Reimbursement to Agency by District will be split 70% to the District and 30% to the Agency for all Full Time Equivalent Students (FTES) earned for student hours.
- d. Registration fees will be paid at the end of each semester, and be deducted from the FTES earned. The Agency shall supply mutually acceptable documentation of the number of student contract hours provided by Agency.
- e. All documentation must be received by the District within thirty (30) days after the semester ends, or reimbursement will not be paid to Agency.

5. Claims Arising From Sole Acts or Omissions of the District: District agrees to defend and indemnify the Agency, and its agents, officers and employees, from any claim, action or proceeding against Agency, arising solely out of the acts or omissions of District in the performance of this Agreement. At its sole discretion, Agency may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve District of any obligation imposed by this Agreement. Agency shall promptly notify District of any claim, action or proceeding and cooperate fully in the defense.

6. Claims Arising From Sole Acts or Omissions of Agency: Agency agrees to defend and indemnify District, and its respective agents, officers and employees, from any claim, action or proceeding against District, arising solely out of the acts or omissions of Agency in the performance of this Agreement. At its sole discretion, District may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Agency of any obligation imposed by this Agreement. District shall promptly notify Agency of any claim, action or proceeding and cooperate fully in the defense.

7. Claims Arising From Concurrent Acts or Omissions: Agency agrees to defend itself and District agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of Agency and District. In such cases, Agency and District agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subsection 9 below.
8. Joint Defense: Notwithstanding subsection seven (7) above, in cases where Agency and the District agree in writing to a joint defense, Agency and District may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Agency and District. Joint defense counsel shall be selected by mutual agreement of the parties. The parties further agree that no party may bind the other party to a settlement agreement without the written consent of the other party.
9. Reimbursement and/or Reallocation: Where a final judgment of a court award allocates or determines the comparative fault of the parties, Agency and District may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.
10. Termination for Cause: District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the services required by this Agreement at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District for obtaining an alternative service provider shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid to the Agency.
11. Non-Assignment: The Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.
12. Defined Services: The services, work and deliverables required in the Inter-Agency Services described in Attachment A shall be referred to as the "Defined Services." Failure to complete the Defined Services by the times indicated does not, except at the option of Agency, operate to terminate this Agreement.
13. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by this Agreement, embody the entire Agreement and understanding between the parties relating to the subject matter of the Agreement. Neither this Agreement nor any provision of the Agreement may be amended, modified, waived or discharged

except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

City of Imperial Beach

Southwestern Community  
College District

Signature on file

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

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

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

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

Name: Andy Hall

Name: Melinda Nish, Ed.D.

Title: City Manager

Title: Superintendent/President

Approved as to form by the office of the  
Purchasing, Contracting & Central Services  
Director  
Approval No.: AR 3701.13  
Date: 3/13/13

Originator: Silvia Cornejo, Dean  
SWC Higher Education Center at Otay Mesa  
Phone: (619) 216-6754

## ATTACHMENT A

### INTER-AGENCY SERVICES TO BE PROVIDED BY: City of Imperial Beach

1. **Teaching Approved Curriculum.** All student contract hours submitted by Agency to District shall be instruction that has either been approved by the District's Curriculum and Instructional Council, or has been accepted as a topics course and approved by the District's Chief Instructional Officer.
2. **Instructor Qualifications.** All instructors from Agency are required to meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors.
3. **Equipment.** Agency will provide line-of-sight supervision for instructors. Instruction will include the use of Agency's specialized equipment, facilities, all handouts, and instructors with specific expertise.
4. **Non-overlap With Other Funding Sources.** Instructional hours are conducted as full time equivalent students ("FTES") under courses through the Fire Technology Department at Southwestern College, which also have been or will be submitted for California Joint Apprenticeship Committee and/or JPTA funding.
5. **Enrollment of Students.** District will supply current student enrollment forms to Agency. Agency will return properly completed enrollment forms and enrollment fees to District prior to the beginning of instruction. Agency recognizes that out-of-state tuitions fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by District and be available for review by students and instructors at normal business hours.
6. **Instructional Activities.** The Administrators of District and Agency (or their designees) will meet at mutually agreed upon intervals to plan curriculum and review class hours to insure performance objectives are met, and to schedule and budget for instructional activities. The joint consent of District and Agency shall be required before any instructional activity is approved. Instructional activity will include supervision and evaluation of students and student withdrawal prior to completion of a course.

7. **List of Course(s) or Course Topics.** District will make available to Agency a list of all courses included in the course catalog and additional topics classes consistent with college standards for curriculum adoption.
  
8. **Services.** District and Agency will insure that ancillary and support services such as counseling, guidance, and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the college and has met applicable prerequisites.





STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: OCTOBER 2, 2013

ORIGINATING DEPT.: PUBLIC SAFETY

SUBJECT: ADOPTION OF RESOLUTION NOS. 2013-7398 & 2013-7399 AUTHORIZING THE ACCEPTANCE OF THE FISCAL YEAR 2011 & 2012 STATE HOMELAND SECURITY PROGRAM ALLOCATIONS OF \$29,081 TO REIMBURSE THE CITY FOR THE PURCHASE OF PROJECT 25 COMPLIANT RADIOS FOR THE FIRE-RESCUE DEPARTMENT; AND APPROPRIATING \$29,081 TO FUND THE EXPENDITURES RELATED TO THE PURCHASE OF SAID RADIOS

**EXECUTIVE SUMMARY:**

Project 25 (P25) is the new communications protocol for two-way radios utilized by public safety agencies nationwide. San Diego County is in the process of converting to the new protocol, which all agencies will be required to use by around 2016. Adoption of Resolution Nos. 2013-7398 and 2013-7399 authorizes the City Manager to accept SHSGP grant awards in the form of reimbursements for purchase of P25 compliant radios for the Fire-Rescue Department. With the purchase of these radios anticipated department needs will be met.

**BACKGROUND:**

The County of San Diego has been identified by the State Office of Emergency Services as the grantee and administrator of the State Homeland Security Grant Program. The program provides financial assistance to address the unique equipment, training, planning and exercise needs of large, high-threat urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to and recover from emergency situations. The Unified Disaster Council, of which Imperial Beach is a voting member, then determines the formula for distribution of the funds among the various entities. The total discretionary funds allocated to the City of Imperial Beach for Fiscal Year 2010/11 is \$22,343, and for Fiscal Year 2011/2012 is \$6,738.

**ANALYSIS:**

One of the major outcomes of the large-scale emergencies experienced since 2000 has been the realization that communications were the one of the weakest links in emergency incident response. Not only were the various agencies using their own communication protocols that did not cross over to other agencies, but problems existed within each related to bandwidth and availability. Project 25 (P25) is collaborative project to ensure that emergency response two-way radios are interoperable. The goal of P25 is to enable public safety responders to communicate with each other and, thus, achieve enhanced coordination, timely response, and efficient and effective use of communications equipment.

This radio standard for emergency services has now been adopted and is in the process of being implemented. This includes acquiring the infrastructure, programming and radio equipment needed to ensure that all agencies are able to connect via the new protocol. The Imperial Beach cost-share of the infrastructure is expected to be approximately \$800,000. To address this future funding need, the City of Imperial Beach is currently budgeting \$100,000 annually in the General Fund Strategic Capital Improvement Reserve dedicated for the replacement of the RCS backbone. Additionally, on June 19, 2013, City Council adopted Resolution 2013-7346 committing another \$72,311 from San Diego Service Authority for Free Emergencies (SAFE) excess reserve funds to the RCS Replacement Reserve. There is currently no budget for the acquisition of the required replacement radios needed for the new system.

This action addresses acquisition of the proper radios for the new protocol. These radios are designed to work with both the existing and new protocols so that money isn't spent on replacement of radios that will become obsolete. To that end, the Public Safety Department submitted a spending plan to the county, which was approved, to expend the Imperial Beach allocation of the Fiscal Year 2011 and 2012 State Homeland Security Grant funds to purchase Project 25 (P25) compliant radios for the new fire engine and to equip command/incident response vehicles and personnel, thus ensuring that Imperial Beach Fire-Rescue personnel are outfitted with radios that meet the new communications standard. This will avoid the expense and inefficiency of refitting the engine and any other vehicles for the new radios shortly after going into service. This action will satisfy the anticipated radio requirements of the Fire-Rescue Department. Lifeguard Division radios are being replaced by means of a replacement program in conjunction with the Port of San Diego reimbursement agreement.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

This action will result in total expenditures of \$29,081 to be fully reimbursed by the Fiscal Year 2011 & 2012 State Homeland Security Grants totaling the same amount.

**RECOMMENDATION:**

That the City Council adopt Resolution Nos. 2013-7398 & 2013-7399 authorizing the acceptance of the Fiscal Year 2011 & 2012 State Homeland Security Grant Program allocations of \$23,343 and \$6,738 respectively to reimburse the City for the purchase of Project 25 compliant radios for the Fire-Rescue Department; and appropriating a total amount of \$29,801 to account 101-3020-422-5004 to fund the expenditures related to the purchase of said radios..

Attachments:

1. Resolution No. 2013-7398
2. Resolution No. 2013-7399
3. Fiscal Year 2011 and 2012 Award Allocations

**RESOLUTION NO. 2013-7398**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING ACCEPTANCE OF THE FISCAL YEAR 2011 STATE HOMELAND SECURITY GRANT PROGRAM ALLOCATION OF \$22,343 TO REIMBURSE THE CITY FOR THE PURCHASE OF PROJECT 25 COMPLIANT RADIOS FOR THE FIRE-RESCUE DEPARTMENT; AND APPROPRIATING \$22,343 TO ACCOUNT 101-3020-422-5004 TO FUND THE EXPENDITURES FOR THE PURCHASE OF SAID RADIOS.**

**WHEREAS, the County of San Diego has been identified as the grantee and administrator of the State Homeland Security Grant Program (SHSGP); and**

**WHEREAS, the SHSGP grant is dedicated to providing cities funding for equipment and training to strengthen emergency preparedness regionally; and**

**WHEREAS, the County of San Diego has allocated \$22,343 to the City of Imperial Beach for the Fiscal Year 2011 SHSGP Award; and**

**WHEREAS, the Imperial Beach Fire-Rescue Department must upgrade all two-way radio devices prior to 2016 to comply with the Project 25 protocol.**

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

1. Authorizes acceptance of the Fiscal Year 2012 State Homeland Security Grant Program allocation of \$22,343 as reimbursement for the purchase of Project 25 compliant radios for the Fire-Rescue Department.
2. Authorizes appropriation of \$22,343 to account 101-3020-422-5004 to fund the purchase of said radios

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup>) day of October 2013, by the following vote:

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

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

**ATTEST:**

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

## RESOLUTION NO. 2013-7399

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING ACCEPTANCE OF THE FISCAL YEAR 2012 STATE HOMELAND SECURITY GRANT ALLOCATION OF \$6,738 TO REIMBURSE THE CITY FOR THE PURCHASE OF PROGRAM 25 COMPLIANT RADIOS FOR THE FIRE-RESCUE DEPARTMENT, AND TO APPROPRIATE \$6,738 TO ACCOUNT 101-3020-422-5004 TO FUND THE EXPENDITURES FOR THE PURCHASE OF SAID RADIOS.**

**WHEREAS**, the County of San Diego has been identified as the grantee and administrator of the State Homeland Security Grant Program (SHSGP); and

**WHEREAS**, the SHSGP grant is dedicated to providing cities funding for equipment and training to strengthen emergency preparedness regionally; and

**WHEREAS**, the County of San Diego has allocated \$6,738 to the City of Imperial Beach for the Fiscal Year 2011 SHSGP Award; and

**WHEREAS**, the Imperial Beach Fire-Rescue Department must upgrade all two-way radio devices prior to 2016 to comply with the Project 25 protocol..

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

1. Authorizes the acceptance of the Fiscal Year 2012 State Homeland Security Grant Program allocation of \$6,738 as reimbursement for the purchase of Project 25 compliant radios for the Fire-Rescue Department.
2. Authorizes the appropriation of \$6,738 to account 101-3020-422-5004 to fund the expenditures related to purchasing said radios.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup>) day of October 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

## List of Jurisdictions under Each Grant by Year

Jurisdiction	FY11 SHSPG & MMRS Allocations	FY12 SHSPG Allocations
<b>CITIES</b>		
Carlsbad	147,319	50,339
Chula Vista	170,867	64,078
Coronado	53,974	19,418
Del Mar	19,937	6,012
El Cajon	37,780	16,848
El Cajon (Heartland)	61,788	28,467
Encinitas	64,156	14,823
Escondido	215,462	76,487
Imperial Beach	22,343	6,738
La Mesa	23,783	9,026
Lemon Grove	4,641	2,591
National City	64,291	23,526
Oceanside	110,061	47,414
San Diego	550,621	379,856
San Marcos	94,995	24,671
Santee	33,361	9,537
Solana Beach	13,062	6,841
Vista	72,188	21,250
<b>FIRE DISTRICTS &amp; OTHER</b>		
Alpine Fire	2,829	1,772
Borrego Springs Fire	6,617	3,545
Deer Springs		3,165
Julian Cuyamaca	6,800	7,216
North County Fire	19,644	13,419
Port of San Diego - HPD	33,347	15,722
Rancho Santa Fe Fire	9,512	6,330
San Miguel Fire	25,227	13,925
<b>COUNTY DEPTS</b>		
Fire Authority	134,000	61,905
HHSA - EMS (FY11 MMRS & FY12 SHSPG)	281,693	65,000
Sheriff	538,997	257,238
<b>SPECIAL PROJECTS</b>		
Regional - COSD DEH (HazMat Callback Drills)	35,000	47,000
Regional - SDFD (HazMat Callback Drills)	70,000	58,000
Regional - CBRNE - MCI Exercise	60,000	
Regional - Wildland Readiness Exercise	20,000	
Regional - Tactical Medical Exercise	38,920	
Regional - RACES Planning project	250,000	
2012 San Diego Regional Rescue Drill, all jurisdictions that participated	80,000	





STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AA*

MEETING DATE: OCTOBER 2, 2013

ORIGINATING DEPT.: PUBLIC SAFETY *JC*

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7400, TO AUTHORIZE ACCEPTANCE OF THE FISCAL YEAR 2013 STATE HOMELAND SECURITY GRANT PROGRAM AWARD ALLOCATION OF \$17,305 AS REIMBURSEMENT FOR EXPENDITURES RELATED TO THE PURCHASE OF COMPUTER AND PERIPHERAL EQUIPMENT TO ESTABLISH A PORTABLE INCIDENT COMMAND CENTER, AND TO APPROPRIATE \$17,305 TO ACCOUNT 101-3020-422-5004 TO FUND THE EXPENDITURES FOR THE PURCHASE OF SAID EQUIPMENT.

**EXECUTIVE SUMMARY:**

Resolution No. 2013-7399 authorizes the City Manager to accept and expend the SHSGP award of \$17,305 for the purpose of purchasing computer equipment for a portable incident command center. This includes acquiring twelve laptops, one wireless printer, one workstation and one plotter. This will allow us to create scaled incident command centers based on the nature of the incidents. It also adds the capability of generating large usable maps for incidents as needed by emergency personnel. This action results in \$17,305 in expenditures and revenue as reimbursement from state grant monies.

**BACKGROUND:**

The County of San Diego has been identified by the State Office of Emergency Services as the grantee and administrator of the State Homeland Security Grant Program. The program provides financial assistance to address the unique equipment, training, planning and exercise needs of large, high-threat urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to and recover from emergency situations. The Unified Disaster Council, of which Imperial Beach is a voting member, then determines the formula for distribution of the funds among the various entities. The total discretionary funds allocated to the City of Imperial Beach for Fiscal Year 2012/2013 is \$17,305.

Currently the City of Imperial Beach works from an Emergency Operations Center plan, with outdated equipment that is not capable of accessing county resources and software used today. It also is tied to locations at City Hall and Public Safety, which do not always address the requirements in the field, which often is the need within the City during incidents in more confined locations. An example is the recent Sheriff's action involving a suspect that forced his way into a home and held deputies at bay until they captured him. This required systematic

evacuation and search of the nearby neighboring homes until the suspect was located and apprehended. Imperial Beach Fire Department provided old, large planning maps of the area for Sheriff's to use for strategic purposes, but they were dated, and were just line drawings of the homes and streets. The workstation and plotter identified in this grant will allow the City to produce more up-to-date, large-scale satellite maps with much greater accuracy for these kinds of incidents or others that could involve disasters or other emergency incidents where being able to pinpoint targeted locations or have a detailed view of the surrounding environment is critical to safe and successful operations.

**ANALYSIS:**

The Public Safety Department submitted a spending plan to the county to expend these funds to purchase computer equipment consisting of laptops, a wireless printer, and a GIS workstation, including a plotter. This will enable the City to stand up a portable incident command center whenever and wherever needed, and to quickly generate large maps and satellite images for emergency operations. The system would be scalable depending on the nature of the incident, from discrete actions involving only public safety divisions, up to the full scope of City management, department heads, elected officials and public safety divisions. This ability to create portable incident command centers fits the needs of Imperial Beach better, and allows the City to have access to communications and information county-wide as needed depending on the scope of the incident.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

This action will result in total expenditures of \$17,305 to be fully reimbursed by the Fiscal Year 2013 State Homeland Security Grant of the same amount.

**RECOMMENDATION:**

That City Council adopt Resolution No. 2013-7400 to authorize acceptance of the Fiscal Year 2013 State Homeland Security Grant Program allocation of \$17,305 as reimbursement for expenditures related to the purchase of computer and peripheral equipment to establish a Portable Incident Command Center, and to appropriate of \$17,305 to account 101-3020-422-5004 to fund the expenditures for the purchase of said equipment.

Attachments:

1. Resolution No. 2013-7400
2. Fiscal Year 2013 Award Allocation

**RESOLUTION NO. 2013-7400**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, TO AUTHORIZE ACCEPTANCE OF THE FISCAL YEAR 2013 STATE HOMELEAND SECURITY GRANT PROGRAM ALLOCATION OF \$17,305 AS REIMBURSEMENT FOR EXPENDITURES RELATED TO THE PURCHASE OF COMPUTER AND PERIPHERAL EQUIPMENT TO ESTABLISH A PORTABLE INCIDENT COMMAND CENTER, AND TO APPROPRIATE \$17,305 TO ACCOUNT 101-3020-422-5004 TO FUND THE EXPENDITURES FOR THE PURCHASE OF SAID EQUIPMENT.**

**WHEREAS**, the County of San Diego has been identified as the grantee and administrator of the State Homeland Security Grant Program (SHSGP); and

**WHEREAS**, the SHSGP grant is dedicated to providing cities funding for equipment and training to strengthen emergency preparedness regionally; and

**WHEREAS**, the County of San Diego has allocated \$17,305 to the City of Imperial Beach for the Fiscal Year 2013 SHSGP Award; and

**WHEREAS**, the Imperial Beach Public Safety Department desires to establish a Portable Incident Command Center.

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

1. Authorizes acceptance of the Fiscal Year 2013 State Homeland Security Grant Program allocation of \$17,305 as reimbursement for expenditures related to the purchase of computer and peripheral equipment to establish a Portable Incident Command Center.
2. Authorizes the appropriation of \$17,305 to account 101-3020-422-5004 to fund the expenditures for the purchase of said equipment.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup>) day of October 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

**FY 2013 STATE HOMELAND SECURITY PROGRAM GRANT (SHSPG)  
APPROVED ALLOCATION**

JURISDICTION	FY2013 - APPROVED ALLOCATION		
	CITIES	LE - 25% of FY13 Allocation	Non-LE
CARLSBAD	16,271	54,791	71,062
CHULA VISTA	29,687	120,321	150,008
CORONADO	5,994	15,722	21,716
DEL MAR	-	6,939	6,939
EL CAJON	17,127	51,503	68,630
ENCINITAS	-	32,906	32,906
ESCONDIDO	21,409	78,828	100,237
IMPERIAL BEACH	-	17,305	17,305
LA MESA	9,563	31,958	41,521
LEMON GROVE	-	16,840	16,840
NATIONAL CITY	11,561	33,004	44,565
OCEANSIDE	28,830	83,298	112,128
POWAY	DECLINED FY13		
SAN DIEGO	261,042	-	261,042
SAN MARCOS	-	51,168	51,168
SANTEE	-	32,375	32,375
SOLANA BEACH	-	11,012	11,012
VISTA	-	58,539	58,539
<b>TOTAL CITIES</b>	<b>401,484</b>	<b>696,509</b>	<b>1,097,993</b>
<b><u>FIRE DISTRICTS/OTHER</u></b>			
PORT OF SAN DIEGO	17,841	-	17,841
ALPINE	-	11,954	11,954
BONITA/SUNNYSIDE	-	11,152	11,152
BORREGO SPRINGS	-	6,726	6,726
DEER SPRINGS	-	10,567	10,567
ELFIN FOREST	DECLINED FY13		
JULIAN/CUYAMACA	-	6,647	6,647
LAKESIDE	DECLINED FY13		
NORTH COUNTY	-	28,321	28,321
RANCHO SANTA FE	-	19,427	19,427
SAN MIGUEL	-	61,607	61,607
VALLEY CENTER	-	12,737	12,737
<b>TOTAL FIRE DISTRICTS</b>	<b>17,841</b>	<b>169,138</b>	<b>186,979</b>
<b><u>COUNTY DEPTS</u></b>			
EMS	-	-	-
FIRE AUTHORITY	-	-	-
OES	-	1,365,558	1,365,558
SHERIFF	324,410	-	324,410
<b>TOTAL COUNTY DEPTS</b>	<b>324,410</b>	<b>1,365,558</b>	<b>1,689,968</b>
<b>HIRT TRUST FUND</b>	-	-	-
<b>TOTAL ALLOCATIONS</b>	<b>743,735</b>	<b>2,231,205</b>	<b>2,974,940</b>

**Notes:**

\***Personnel Cap:** Each jurisdiction's allocation has a personnel cap of 50%.

\***San Diego Sheriff includes:** Unincorporated San Diego County and the contracted cities of Del Mar, Encinitas, Imperial Beach, Lemon Grove, Poway, San Marcos, Santee, Solana Beach and Vista.



AGENDA ITEM NO. 2.8

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: OCTOBER 2, 2013  
ORIGINATING DEPT.: PUBLIC WORKS *CA*  
SUBJECT: RESOLUTION NO. 2013-7401 AUTHORIZING THE CITY  
MANAGER TO ENTER INTO A THREE MONTH AGREEMENT  
WITH AZTEC LANDSCAPE, INC. FOR LANDSCAPE  
MAINTENANCE IN CITY PARKS AND LANDSCAPE  
ROADWAYS

**EXECUTIVE SUMMARY:**

City staff is recommending that the contract with State Department of Corrections for Inmate Community Work Crew Services not be renewed when the current agreement expires September 30, 2013. The monthly cost for the Inmate Community Work Crew Services is approximately \$4,500 per month. Staff recommends that the City enter into a short term agreement effective October 1, 2013 with Aztec Landscaping, Inc. for landscape services for \$4,410 per month. Additionally staff proposes to immediately prepare a request for proposals to advertise for landscape services effective in January 2014. Staff anticipates having a long term contract from the solicited bids within 4 months for City Council consideration and approval.

**BACKGROUND:**

The City has had a contract with the State Department of Corrections for Inmate Community Work Crew services for approximately 20 years. The services provided have been generally beneficial to the basic landscape maintenance within the City; however their reliability and professional skills are limited. The cost of this service is currently at \$4,500 per month and expected to increase with a new contract. Staff recommends that the City contract for a more reliable skilled landscape service while maintaining the costs approximately equivalent to that provided by the State.

Aztec Landscape, Inc. has been providing landscape maintenance service on State Route 75 median for the past 8 years at a monthly payment of \$1,540. Aztec Landscape, Inc. work performance on the median has been very satisfactory and responsive. Staff invited Aztec Landscape, Inc. to provide the City a monthly cost estimate to perform landscape services on other landscape areas within the City on a temporary basis pending selection of a landscape firm through a formal advertisement and bidding process. The City Council is authorized under IBMC 3.04.160 G to waive the bid requirements for professional services by resolution when it is necessary or convenient for the management of the city's affairs.

**ANALYSIS:**

Aztec Landscape, Inc. submitted a cost for performing landscape maintenance in the City at the following locations:

- Elm Avenue/Encina Avenue between 9<sup>th</sup> Street and Mar Vista High School
- Sports Park
- Teeple Park
- Palm Avenue (Seacoast Drive to Delaware Avenue)
- Marina Vista Center
- Veterans Park
- Civic Center complex
- Reama Park

The services include litter removal, weed removal, plant pruning, fertilization, mowing and aerating. The cost for these services per month is \$4,410. The Fiscal Year 2013/14 O&M budget included the cost for maintaining the City landscape facilities at a cost of \$4,580 per month thus there are sufficient funds to cover this agreement.

Staff believes the Aztec Landscape, Inc. proposed services and costs are a substantial benefit to the City and an appropriate cost for the services provided.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The O&M Revenue budgeted for contract landscape maintenance is \$4,580 per month.

The proposed cost for Aztec Landscape, Inc. landscape maintenance is \$4,410 per month.

There is sufficient budget to pay for the contracted services of Aztec Landscape, Inc.

**RECOMMENDATION:**

1. Receive this report.
2. Approve the attached resolution authorizing the City Manager to sign a 3-month agreement with Aztec Landscape, Inc. for landscape services on City parks and landscaped streets at a monthly cost of \$4,410.

Attachments:

1. Resolution No. 2013-7401

## RESOLUTION NO. 2013-7401

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE MONTH AGREEMENT WITH AZTEC LANDSCAPE, INC. FOR LANDSCAPE MAINTENANCE OF SELECTED CITY PARKS AND LANDSCAPE ROADWAYS**

**WHEREAS**, the City has a contract with the State Department of Corrections for Inmate Community Work Crew services which expires September 30, 2013; and

**WHEREAS**, the monthly cost for the Inmate Community Work Crew Services is approximately \$4,500 per month; and

**WHEREAS**, staff recommends that effective October 1, 2013, the City contract for a more reliable skilled landscape service while maintaining the costs approximately equivalent to that provided by the State; and

**WHEREAS**, IBMC 3.04.160 G authorizes the city council to waive the bid requirements for professional services by resolution when it is necessary or convenient for the management of the city's affairs; and

**WHEREAS**, staff invited Aztec Landscape, Inc. to provide the City a monthly cost estimate to perform landscape services on other landscape areas within the City on a temporary basis pending selection of a landscape firm through a formal advertisement and bidding process; and

**WHEREAS**, Aztec Landscape, Inc. has been providing landscape maintenance service on State Route 75 median for the past 8 years; and

**WHEREAS**, Aztec Landscape, Inc. work performance on the median has been very satisfactory and responsive; and

**WHEREAS**, Aztec Landscape, Inc. submitted a cost for performing landscape maintenance in the City at the following locations:

- Elm Avenue/Encina Avenue between 9th Street and Mar Vista High School
- Sports Park
- Teeple Park
- Palm Avenue (Seacoast Drive to Delaware Avenue)
- Marina Vista Center
- Veterans Park
- Civic Center complex
- Reama Park; and

**WHEREAS**, the services include litter removal, weed removal, plant pruning, fertilization, mowing and aerating; and

**WHEREAS**, the cost for these services per month is \$4,410; and

**WHEREAS**, there is sufficient O&M budget to pay for the contracted services of Aztec Landscape, Inc.

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

1. The above recitals are true and correct.
2. The legislative body approves the short term agreement with Aztec Landscape, Inc. for the purpose of providing landscape maintenance in selected City parks and landscape roadways. The agreement will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. \_\_\_\_\_.
3. The City Manager is authorized to sign a purchase order with Aztec Landscape, Inc for \$4,410 per month.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of October 2013, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ANDY HALL, CITY MANAGER *AH*  
**MEETING DATE:** OCTOBER 2, 2013  
**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT *AW*  
**SUBJECT:** UPDATE REPORT ON CONSTRUCTION OF THE PIER SOUTH HOTEL

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**EXECUTIVE SUMMARY:**

This is a monthly update report on the progress of construction of the Pier South Hotel. This is expected to be the final update report prior to project completion. As such, Pacifica ownership and their construction manager are expected to attend this City Council meeting.

**BACKGROUND:**

At the City Council meeting on Wednesday, April 21, 2010, the City Council approved a Memorandum of Understanding (MOU) between the City/Redevelopment Agency and the Developer/Property Owners of the Seacoast Inn (Imperial Coast Limited Partnership) outlining financial and other commitments for the redevelopment of the Seacoast Inn. Also approved as part of the MOU was a Project Schedule detailing important project milestones for the project's development. At the meeting on April 21, 2010, the City Council also requested a monthly update report be made to advise the Council on progress made and compliance with the approved MOU and Project Schedule.

At the City Council meeting on May 19, 2010, City staff and Pacifica presented the first of the requested monthly updates. The City Council has received monthly updates at the second meeting of each month since that time. At the July 6, 2011, City Council meeting, the City Council elected to receive updates on a quarterly rather than a monthly basis and scheduled the next update for October 5, 2011. Since that time, regular updates have been provided to the City Council on the progress of the hotel's construction and its schedule.

**ANALYSIS:**

During public comment at the City Council meeting on April 17, 2013, Pacifica provided its last update report on the status of the project construction as well as the construction schedule. During that meeting it was reported the construction was expected to be completed sometime in the fall of 2013.

At the City Council meeting on August 7, 2013, Pacifica advised the City Council of the progress made towards the expected opening date of November 1, 2013. Pacifica presented a photographic update of the progress made on various elements of the

project. During this meeting, it was requested that Pacifica provide monthly updates on construction of the project until its completion.

At the City Council meeting on September 4, 2013, Pacifica again provided a photographic update on construction progress. Pacifica further advised that the, although the date of completion would still be November 1, 2013, the actual date to open for business would be mid-November.

At the City Council meeting of October 2, 2013, it is expected that the several members of Pacifica, including Pacifica's owners and their construction manager will provide the construction update of the hotel.

**ENVIRONMENTAL DETERMINATION:**

This update presentation is not a project as defined by CEQA.

**FISCAL IMPACT:**

Although there is no direct fiscal impact with this report, completion and operation of the hotel is expected to generate significant property, transient occupancy and retail sales tax for the City.

**RECOMMENDATION:**

That the City Council receives the update report on the Pier South Hotel project and provide comment and input as necessary.

Attachments: None.



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ANDY HALL, CITY MANAGER *AH*  
**MEETING DATE:** OCTOBER 2, 2013  
**ORIGINATING DEPT.:** PUBLIC WORKS *CH*  
**SUBJECT:** RESOLUTION 2013-7394 APPROVING THE FISCAL YEAR 2013/14 CAPITAL IMPROVEMENT PROGRAM PROJECTS AND APPROPRIATE THE FUNDS FOR THESE PROJECTS.

**EXECUTIVE SUMMARY:**

This report provides the Fiscal Year 2013/2014 Capital Improvement Program projects proposed for the current fiscal year. This is the final year of the Five-Year Capital Improvement Program (CIP) projects for fiscal years 2009-2010 through 2013/2014 adopted April 1, 2009. There are three (3) Community Development Department projects currently ongoing. There are eleven (11) Public Works Department projects currently ongoing. There are ten (10) additional projects proposed to commence during FY 2013/2014. Total recommended capital budget for FY 2013/2014 for the identified 24 projects is \$10,464,030. Staff recommends adoption of resolution 2013-7394 approving the FY 2013-2014 CIP projects and authorizing the City Manager to expend the funds necessary to complete the projects.

**BACKGROUND:**

Resolution No. 2009-6732 adopted the \$27,042,583 Five-Year Capital Improvement Program (CIP) projects budget for Fiscal Years 2009/2010 through 2013/2014. Over the course of the first four years of the adopted CIP budget, funding for some of the approved projects was eliminated (i.e. Redevelopment Agency) or modified (i.e. grants, CDBG and RTIP) causing adjustments and / or defunding of approved projects. Several months ago, City Council directed staff to report the status of the current list of the Five Year CIP projects. Some projects scheduled in specific years of the Five-Year CIP were not accomplished in the scheduled year due to a variety of reasons, including shortage of staff time, insufficient funding, grant contract awards and change of priorities. Some projects were added to the CIP program at the direction of City Council. Attachment 2 is the list of projects that staff recommends be continued (currently ongoing) and / or initiated during Fiscal Year 2013-2014.

**ANALYSIS:**

The projects currently in the work plan, shown as ongoing, are identified in the individual project sheet in the "Project Name:" row (see Attachment 2). Attachment 3 provides a spread sheet representing the projects proposed by fund source. The funds for the proposed projects for Fiscal Year 2013-2014 are listed below:

- |  |             |
|--|-------------|
| • 2010 Bond Funding                            | \$5,539,797 |
| • Sewer Enterprise Fund                        | \$1,410,000 |
| • Grants (from various sources)                | \$1,200,233 |
| • New Strategic Capital Improvement GF Reserve | \$ 380,000  |

• TransNet	\$ 725,000
• Gas Tax	\$ 969,000
• Port of San Diego CIP	\$ 150,000
• In Kind Services (staff support)	\$ 45,000
• P.W. Admin O&M	\$ 35,000
• <u>Public Works Projects Previous GF Reserve</u>	<u>\$ 10,000</u>
<b>TOTAL</b>	<b>\$10,464,030</b>

The proposed projects not listed in the original Five-Year Capital Improvement Program (CIP) projects budget for Fiscal Years 2009/2010 through 2013/2014 are:

- Date Avenue Street End
- Bikeway Village
- 10<sup>th</sup> Street (700 block) Design
- Seacoast Drive Aesthetics Project
- Demonstration Roundabout
- 13<sup>th</sup> Street Class 2 Bikeway (BTA Grant)
- Sports Park Mansard Roof
- Sports Park Gym Floor
- ADA Ramps at 13<sup>th</sup> Street and NOLF Entrance
- Alley Paving (listed in previous CIP as unfunded)

On May 15, 2013, City Council adopted Resolution No. 2013-7333, "A Resolution of the City Council of the City of Imperial Beach, California, adopting the [operating and maintenance] budgets for fiscal years 2013-2014 and 2014-2015, and amending the general fund appropriations for fiscal years 2012-13" which resolved that resources from the General Fund's unassigned fund balance was committed by the City Council for fiscal year 2012-13 in the amount of \$1,700,000 for the New Strategic Capital Improvement GF Reserve, pursuant to Council Policy 420. Also resources from the General Fund's assigned fund balance reserve during FY 2011-12 was committed by the City Council for fiscal year 2012-13 in the amount of \$1,841,000 for the Public Works Projects Previous GF Reserve, pursuant to Council Policy 420. Additionally the May 15, 2013, City Council meeting presentation of the budget reported that there was an estimated prior fund balance of Gas Tax funds of \$1,800,000 available for capital street projects. This report also represented that there was an estimated \$5,370,000 dedicated for street and transportation projects and \$3,541,000 for other capital needs over the six (6) year period FY 2014 through FY 2020. Attachment 4 provides the relevant slide from the May 15, 2013 presentation outlining these funds.

The proposed project funding from the "New Strategic Capital Improvement GF Reserve" for FY 2013-2014 is \$380,000 from a total available \$1,700,000. The proposed project funding from the "Public Works Projects Previous GF Reserve" is \$10,000 from a total available \$1,841,000 for FY 2014.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The proposed expenditures and available funds by fund type for FY 13/14 are listed below:

	Fund Type	Proposed Expenditure	Available funds
1.	2010 Bond	\$5,539,797	
2.	RTIP/ Prop A	\$ 725,000	\$ 40,000
3.	Gas Tax	\$ 969,000	\$1,800,000
4.	Grants	\$1,200,233	\$1,200,233
5.	Port of San Diego	\$ 150,000	\$ 150,000
6.	Strategic Capital Improvement GF Reserve	\$ 380,000	\$1,700,000
7.	In Kind Services (Grant Support)	\$ 45,000	\$ 45,000
8.	Public Works Project Previous GF Reserve	\$ 10,000	\$1,841,230
9.	Sewer Enterprise Fund	\$1,410,000	\$1,600,000
10.	PW Admin O&M Budget	\$ 35,000	

**TOTAL                      \$10,464,030**

**RECOMMENDATION:**

1. Consider staff recommendation of "funded" CIP projects, budgets, and funding sources as presented in the attached \$10,464,030 Fiscal Year 2013/2014 Capital Improvement Program of projects
2. Adopt Resolution 2013-7394 approving the total \$10,464,030 Fiscal Year 2013/2014 Capital Improvement Program projects budget with annual appropriations consistent with the Fiscal Year 2013/2014 Capital Improvement Program projects plan.

Attachments:

1. Resolution No. 2013-7394
2. Fiscal Year 2013/2014 Capital Improvement Program Projects and Budgets
3. FY 2013/14 CIP Projects by Fund Source
4. City of Imperial Beach, California, City Council Meeting May 15, 2013 briefing slide

**RESOLUTION NO. 2013-7394****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FISCAL YEAR 2013/14 CAPITAL IMPROVEMENT PROGRAM PROJECTS AND APPROPRIATING THE FUNDS FOR THESE PROJECTS**

**WHEREAS**, Resolution No. 2009-6732 adopted the \$27,042,583 Five-Year Capital Improvement Program (CIP) projects budget for Fiscal Years 2009/2010 through 2013/2014; and

**WHEREAS**, over the course of the first four years of the adopted CIP budget, funding for some of the approved projects were eliminated (i.e. Redevelopment Agency) or modified (i.e. grants, CDBG and RTIP) causing adjustments and / or defunding of approved projects; and

**WHEREAS**, some projects were added to the CIP program at the direction of City Council; and

**WHEREAS**, City Council desires that certain projects be undertaken during the final year of the Five-Year Capital Improvement Program (CIP) of projects; and

**WHEREAS**, the proposed projects and proposed funding sources are listed in the Fiscal Year 2013/2014 CIP program budget document attached hereto and made part thereof; and

**WHEREAS**, the fund sources for the proposed projects for Fiscal Year 2013-2014 are as follows:

• 2010 Bond Funding	\$5,539,797
• Sewer Enterprise Fund	\$1,410,000
• Grants (from various sources)	\$1,200,233
• New Strategic Capital Improvement GF Reserve	\$ 380,000
• TransNet	\$ 725,000
• Gas Tax	\$ 969,000
• Port of San Diego CIP	\$ 150,000
• In Kind Services (staff support)	\$ 45,000
• P.W. Admin O&M	\$ 35,000
• Public Works Projects Previous GF Reserve	\$ 10,000
<b>TOTAL APPROPRIATION</b>	<b>\$10,464,030; and</b>

**WHEREAS**, the total CIP budget appropriation is \$10,464,030.

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

1. The above recitals are true and correct.
2. This legislative body approves the \$10,464,030 Fiscal Year 2013-2014 budget funded through various funds within the Capital Improvement budget for programmed projects listed in the attached Fiscal Year 2013-2014 CIP Budget document.
3. For the appropriations shown in the attached Fiscal Year 2013-2014 CIP Budget document, the City Manager is authorized to transfer funding among approved CIP projects in the CIP funds as shown in the Five-Year CIP Budget document and in accordance with the restrictions on the use of these funds.
4. The City Manager may extend the appropriations into subsequent years for those projects not completed within Fiscal Year 2013-2014.
5. The expenditures in the CIP Funds cannot exceed the appropriated total amount without City Council approval, even though individual projects may be modified by the City Manager

for projects duly authorized by City Council within the attached Five-Year CIP Budget document.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of October 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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











City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	Palm Ave Mixed Use and Commercial Corridor Master Plan (Smart Growth Grant)	
Project Number:	R05-201	
Project Location:	Commercial corridor along S.R. 75 from Georgia Street west to Rainbow Drive	
Department Responsible:	Community Development	
Project Intents:	Develop a master plan to improve the commercial use of the business properties and create a "main street" commercial transit corridor along Palm Avenue / S.R. 75	
Project Description:	Proposed street scape improvements and urban design strategies that will create a vibrant, safe pedestrian and bicycle-friendly commercial hub along S.R. 75. Priorities include transformation of the six-lane highway to a "Main Street" environment based on CALTRANS' Main Street Design Guidelines, that promote new mixed-use developments that provide amenities and services for the community, connections to surrounding residential neighborhoods, and a reinforcement of the small-scale beach-town feel of the area.	
Location Description:	The corridor is defined as the one block area north and south of Palm Avenue / S.R. 75 and extending from Georgia Street to Rainbow Drive.	
Justification:	To create a new mixed-use commercial corridor that promotes new mixed use development that provides amenities and services to the community, connections to surrounding residential neighborhoods, and a reinforcement of small-scale beach-oriented feel of the area.	
Total Estimated Costs:	\$495,000	
Estimated Operations and Maintenance Costs:	\$50,000 / year for striping, landscaping and general street maintenance.	Project Type: Streets
Source of Funding		
Account No.	Fund Name	FY 13/14    FY 14/15    FY 15/16    FY 16/17    FY 17/18    FY 18/19
303-1250-413-XXXX	Smart Growth Grant	400,000
	New Strategic Capital Improvement GF Reserve	50,000
	In Kind Services (staff support)	45,000



City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	10th Street (700 Block) Design						
Project Number:							
Project Location:	10th Street (700 Block)						
Department Responsible:	Community Development & Public Works						
Project Intents:	Hire consultant to prepare a minimum of 3 concepts for improving 10th Street (700 block) to be consistent with the Palm Avenue Commercial Corridor Master Plan and provide a pleasing transition between the commercial and residential zones						
Project Description:	10th Street (700 Block) is without curb, gutter and paved streetside parking along a majority of the block. There are two major private party improvements in the planning stage for construction that need direction on how to provide for parking for their residents or customers. These improvements need to be consistent with the development of the entire block. This project will work towards providing that direction and possible future right of way improvements. (Design Only)						
Location Description:	10th Street between Palm Avenue (State Route 75) and Donax Avenue to the south						
Justification:	This block on 10th Street has never been improved to provide a consistent sidewalk, curb & gutter or street plan. It is important to have a street design concept that all adjacent property owners can build to and comply with.						
Total Estimated Costs:	\$20,000 for three concept drawings						
Estimated Operations and Maintenance Costs	\$300 for signage and striping maintenance	Project Type: Streets					
Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
303-1250-413-XXXX	2010 Bonds	20,000					



City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	Bikeway Village						
Project Number:	R11-106 / S11-106						
Project Location:	13th Street, north end at Bayshore Bikeway						
Department Responsible:	Community Development						
Project Intents:	Convert the two warehouse buildings at the north side of Cypress Avenue between 13th Street and Florence Street to retail and visitor serving facilities with a focus on users of the Bayshore Bikeway including cyclists and pedestrians. This project will provide for increased on street parking for public use along 13th Street and bicycle and pedestrian street scape improvements.						
Project Description:	Bikeway Village project proposes the conversion/adaptive reuse of two approximate 15,000 square foot ware house structures on two combined parcels totaling 42,340 square feet. The two existing warehouse structures are legal non-conforming uses located at 535 Florence and 536 13th Streets within the jurisdictional boundary of the City of Imperial Beach. A patio and accessory uses customarily incidental to any permitted use including ramps, an observation deck, seating and landscaping improvements are propose on the adjacent 1.15 acre (560,094 square-foot) northern parcel . The City will provide on-street parking improvements on 13th Street as well as adjacent walkway and bikeway on 13th Street.						
Location Description:	Immediately adjacent to the Bayshore Bikeway at 13th Street						
Justification:	To create retail and visitor serving amenities to generate property and sales tax.						
Total Estimated Costs:	\$1,700,000						
Estimated Operations and Maintenance Costs:	\$300 per year for signage and striping and general street repair.	Project Type:	Private construction project with assistance from the City.				
Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
303-1250-413-XXXX	2010 Bond Funds	1,700,000					









City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	Bayshore Bikeway Access & PW Yard Renovations - ( <b>ONGOING</b> )	
Project Number:	S12-101 / F05-101	
Project Location:	495 10th Street	
Department Responsible:	Public Works	
Project Intents:	Create a new access to the Bayshore Bikeway with public parking	
Project Description:	Construct a bikeway spur from 10th Street end onto the Bayshore Bikeway. Provide public parking for the Bayshore Bikeway. Relocate the industrial yard from the west side of 10th Street end to the east side of 10th Street onto the existing railroad right-of-way. Create new native landscape habitat with nature walk and stormwater (water runoff) detention basin.	
Location Description:	North end of 10th Street adjacent to San Diego Bay and the Bayshore Bikeway	
Justification:	The project provides for improved access to and use of the Bayshore Bikeway. It provides for improved access to the future bird watching walkway being constructed by USF&WLS	
Total Estimated Costs:	638,482	
Estimated Operations and Maintenance Costs:	\$200 / year	Project Type: Streets

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
101-5000-532-XXXX	RTP Grant	348,482					
402-5000-532-XXXX	City Match 2010 Bond	47,520					
402-5000-532-XXXX	2010 Bonds	242,480					



City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	RTIP FY 11-12 (Street Improvements) - ( <b>ONGOING</b> )		
Project Number:	S12-104		
Project Location:	Various Locations		
Department Responsible:	Public Works		
Project Intents:	Repair damaged and deteriorated street surfaces, adjacent sidewalk, curb, gutter, cross-gutter, and / or non-compliant ADA intersections; Storm Water Interface hardening in 400 & 500 blocks of Grove Avenue.		
Project Description:	<p>Street overlay; replace damaged, missing or not-compliant curb, gutter, cross-gutter, intersection ramps to the following street blocks:</p> <ul style="list-style-type: none"> <li>- 12th Street (Grove Ave to IB Blvd)</li> <li>- Oneonta Ave (10th Street to Adelfa Court)</li> <li>- Granger Street (Grove Ave to IB Blvd)</li> <li>- Grove Ave (California Street to 5th Street);</li> </ul> <p>Sewer - Storm Water interface hardening in 400 &amp; 500 blocks of Grove Avenue (at these locations the sewer main crosses through the stormwater main which poses a significant danger to the Tijuana Estuary should the sewer main pipe burst or leak within the storm drain main. The purpose of this projet is to harden the sewer main in a manner that will reduce the risk of leakage of waste water into the storm drain system.</p>		
Location Description:	As Noted Above		
Justification:	Roads are in degraded condition and Sewer Storm Drain interface poses serious environmental issue.		
Total Estimated Costs:	1,140,000		
Estimated Operations and Maintenance Costs:	N.A.	Project Type:	Streets

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
202-5016-531-XXXX	TransNet (RTIP)	600,000					
	Gas Tax	400,000					
601-5060-5436-XXXX	Sewer Enterprise Fund	140,000					







City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	Seacoast Drive Aesthetic Project - (ONGOING)						
Project Number:	SP1-310						
Project Location:	Seacoast Drive						
Department Responsible:	Public Works						
Project Intents:	To improve pedestrian scale lighting and other aesthetic street improvements						
Project Description:	This is a two or more phase project. Those being: 1. A demonstration study to select the type and location of pedestrian scale lighting. 2. Design and installation of pedestrian scale lighting along some or all of Seacoast Drive. 3. Additional aesthetic improvements such as benches, artwork, etc.						
Location Description:	Seacoast Drive between Imperial Beach Blvd and Palm Ave						
Justification:	Improve business climate and walkability at night						
Total Estimated Costs:	\$300k for all Phases						
Estimated Operations and Maintenance Costs:	\$1000/year	Project Type:	Streets				
Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
101-5020-432-XXXX	Public Works Admin O&M Budget (TRANSFERRED FROM GF RESERVE)	35,000					
Strategic Capital	Strategic Capital Improvement GF Reserve - Full Scale Design	50,000					
Strategic Capital	Strategic Capital Improvement GF Reserve - Construct Phase 2	100,000	115,000				
Unfunded	Additional aesthetic Improvements						





City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	Utility Undergrounding Project (600 Block Ocean Lane) - <b>(ONGOING)</b>		
Project Number:	SP2-013		
Project Location:	600 Block of Ocean Lane		
Department Responsible:	Public Works		
Project Intents:	Placement of aerial utilities underground		
Project Description:	This is an SDG&E project that will place the aerial utilities between Palm Ave and Carnation Ave underground with the utilities returning to aerial on Camp Surf. The City will need to install a new replacement light at the west end of Carnation Avenue.		
Location Description:	Ocean Lane from Palm Ave north to Carnation Ave		
Justification:	Remove light pole hazards from vehicle traffic, and to make the street more pleasing in appearance. The replacement street light at Carnation Avenue is needed since SDG&E will not be supplying electrical power to the streetend and the City needs the street-end illuminated.		
Total Estimated Costs:	10,000		
Estimated Operations and Maintenance Costs:	\$100/year	Project Type:	Streets

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
101-5020-432-XXXX	Public Works Projects Previous GF Reserve	10,000					
Project paid by SDG&E, not City funds	20 A Funds (Approx. \$500,000)						



City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	Street Improvements Phase 3B - ( <b>ONGOING</b> )		
Project Number:	S04-108		
Project Location:	Seacoast Drive (Palm Avenue to Imperial Beach Blvd.)		
Department Responsible:	Public Works		
Project Intents:	To complete the project started in 2011. There remains a drainage system problem at the Date Avenue storm water Diverter.		
Project Description:	This was a \$2,000,000 project was to improve street lighting, improve street drainage, overlay the street, decorative intersections, improve sidewalks, make intersections ADA compliant and other pedestrian enhancements		
Location Description:	Seacoast Drive (Palm Avenue to Imperial Beach Blvd.)		
Justification:	Improve aesthetics, improve commercial corridor, improve visitor accommodations, reduce vehicle speeds, improve street drainage.		
Total Estimated Costs:	100000		
Estimated Operations and Maintenance Costs:	\$3000 / year	Project Type:	Streets

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
402-5000-532-XXXX	2010 Bond	\$100,000					







City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	FY 12-13 RTIP (Street Improvements) Elm Avenue		
Project Number:	S13-309		
Project Location:	Elm Ave (Seacoast Drive to 7th Street)		
Department Responsible:	Public Works		
Project Intents:			
Project Description:	Overlay the deteriorated street; replace rolled curb and gutter with standard G-curb; add underground drainage from alley east of MVHS to 5th Street; increase the elevation of the access to the underground lift station to reduce flooding; other enhancements to be determined		
Location Description:	Elm Avenue west of 7th Street		
Justification:	Deteriorated street and unsafe conditions for pedestrians, bicyclists, and vehicles		
Total Estimated Costs:	\$625,000 plus possible grants		
Estimated Operations and Maintenance Costs:	\$1000/year	Project Type:	Streets

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
202-5016-531-XXXX	Transnet	125,000	500,000				
	Grant (to be determined)		250,000				
601-5060-436-XXXX	Sewer Enterprise for raised median @ 5th		50,000				





City of Imperial Beach  
**2013-2014 Capital Improvement Program**  
 Project Description Report

Project Name:	Alley Improvements						
Project Number:							
Project Location:	Remaining Dirt Alleys within the City						
Department Responsible:	Public Works						
Project Intents:	Pave the remaining dirt alleys in the City						
Project Description:	Investigate Options for improvements to existing dirt alleys and with City Council approval start a program for paving exiting dirt alleys as approved by City Council. There are 51 dirt alley blocks within the City. It is the City's intent to find a funding mechanism to commence paving alleys in FY 2014 (or as soon thereafter as possible) with an intent of completing the all alley improvements within 20 years.						
Location Description:	In FY 2014, improvements to alley location numbers as follows: <ul style="list-style-type: none"> <li>• Alley 14 (West of Emory Street, between Imperial Beach Blvd. and Ebony Ave.)</li> <li>• Alley 15 (West of Ivy Street, between Imperial Beach Blvd. and Ebony Ave.)</li> <li>• Alley 16 (West of 11th Street, between Imperial Beach Blvd. and Ebony Ave.)</li> <li>• Alley 18 (West of Florida Street, between Imperial Beach Blvd. and Ebony Ave.)</li> <li>• Alley 19 (West of 12th Street, between Imperial Beach Blvd. and Ebony Ave.)</li> <li>• Alley 35 (West of Florida Street, between Imperial Beach Blvd. and Fern Ave.)</li> <li>• Alley 37 (South of Imperial Beach Blvd., between Georgia Street and 13th Street)</li> </ul> Alleys not listed are not funded at this time.						
Justification:	The dirt alleys within the City create an unsightly, dust and mud environment in the City neighborhoods. Paving of these alleys will improv						
Total Estimated Costs:	200000						
Estimated Operations and Maintenance Costs:	Minimal annual maintenance for the first 15-20 years.	Project Type:	Streets				
Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
	Gas Tax Balance	200,000	300,000				



## CIP Projects / Funding Staff Report

<u>Fund Name</u>	<u>Project</u>	<u>Dept</u>	<u>FY 13/14</u> <u>Amt</u>	<u>Total</u>	<u>Dept Breakout</u>
2010 Bond Fund	Date Ave St. End	CD	\$ 885,797		
2010 Bond Fund	Clean & Green Pgm	CD	\$ 344,000		
2010 Bond Fund	9th & Palm/SR 75 Improvements	CD	\$ 2,160,000		
2010 Bond Fund	Bikeway Village	CD	\$ 1,700,000		
2010 Bond Fund	Façade Imperovements	CD	\$ 40,000		
2010 Bond Fund	10th Street (700 Block) Design	CD	\$ 20,000		\$ 5,149,797 CD
2010 Bond Fund	Bayshore Bikeway PW Yard (City Match)	PW	\$ 47,520		
2010 Bond Fund	Bayshore Bikeway PW Yard	PW	\$ 242,480		
2011 Bond Fund	Street Improvements Ph. 3B	PW	\$ 100,000		\$ 390,000 PW
				\$ 5,539,797	
Sewer Enterprise Fund	No 2 FY 10-11 Annual Main Line Rep	PW	\$ 320,000		
Sewer Enterprise Fund	FY 10-11 PS No 10 Rehabilitation	PW	\$ 400,000		
Sewer Enterprise Fund	No 3 FY 11-12 Annual Main Line Rep	PW	\$ 400,000		
Sewer Enterprise Fund	RTIP FY 11-12 Street Impv.	PW	\$ 140,000		
Sewer Enterprise Fund	No. 4 FY 12-13 Annual Main Line Rep	PW	\$ 100,000		
Sewer Enterprise Fund	FY 12-13 RTIP - Elm Ave	PW	\$ 50,000		\$ 1,410,000 PW
				\$ 1,410,000	
Grants	Palm Ave Mixed Use & Commercial (Smart Growth Grant)	CD	\$ 400,000		\$ 400,000 CD
Grants	Bayshore Bikeway & PW Yard (RTP Grant)	PW	\$ 348,482		
Grants	CDBG FY 12-13 IB Blvd Ped. Crosswalk(CDBG Grant)	PW	\$ 134,251		
Grants	13th St Class 2 Bikeway (BTA Grant)	PW	\$ 67,500		
Grants	FY 12-13 RTIP - Elm Ave	PW	\$ 250,000		\$ 800,233 PW
				\$ 1,200,233	

<u>Fund Name</u>	<u>Project</u>	<u>Dept</u>	<u>Amt</u>	<u>Total</u>	<u>Dept Breakout</u>
New Strategic Capital Improvement GF Reserve	Palm Ave Mixed Use & Commercial MP	CD	\$ 50,000		\$ 50,000 CD
New Strategic Capital Improvement GF Reserve	Sports Park Mansard Roof	PW	\$ 120,000		
New Strategic Capital Improvement GF Reserve	Sports Park Gym Floor	PW	\$ 60,000		
New Strategic Capital Improvement GF Reserve	Seacoast Drive Aesthetic Proj (Design)	PW	\$ 50,000		
New Strategic Capital Improvement GF Reserve	Seacoast Drive Aesthetic Proj (Construction)	PW	\$ 100,000		\$ 330,000 PW
				\$ 380,000	
TransNet	RTIP FY 11-12 Street Impv	PW	\$ 600,000		
TransNet	FY 12-13 RTIP - Elm Ave	PW	\$ 125,000		\$ 725,000 PW
				\$ 725,000	
Gas Tax	CDBG FY 12-13 IB Blvd Ped Crosswalk	PW	\$ 4,500		
Gas Tax	RTIP FY 11-12 Street Imprv.	PW	\$ 400,000		
Gas Tax	13th St Class 2 Bikeway	PW	\$ 7,500		
Gas Tax	Demonstration Roundabout	PW	\$ 29,000		
Gas Tax	ADA Ramps at 13th St & NOLF Ent (Design)	PW	\$ 8,000		
Gas Tax	ADA Ramps at 13th St & NOLF Ent (Construct)	PW	\$ 20,000		\$ 969,000 PW
Gas Tax	Alley Improvements	PW	\$ 500,000		
				\$ 969,000	
Port of San Diego CIP	Date Ave St End	CD	\$ 150,000		\$ 150,000 CD
				\$ 150,000	
In Kind Services (Staff support)	Palm Ave Mixed Use & Commercial MP	CD	\$ 45,000		\$ 45,000 CD
				\$ 45,000	
PW Admin O&M Budget	Seacoast Drive Aesthetic Proj	PW	\$ 35,000		\$ 35,000 PW
				\$ 35,000	
General Fund	Utility Undergrounding Proj (600 Ocean Lane)	PW	\$ 10,000		\$ 10,000 PW
				\$ 10,000	

\$ 10,464,030 \$ 10,464,030

# Identified Capital Funding Sources - 6 Yrs.

Funding Source	Amount
Public Works Projects Previous GF Reserve	\$1,841,000
New Strategic Capital Improvement GF Reserve	1,700,000
Est. Available Prior Fund Balances of Gas Tax funds	1,800,000
TransNet – Major Project Funding \$475K per year	2,850,000
Gas Tax – Major Projects Funding \$120K per year	720,000
<b>TOTAL IDENTIFIED CAPITAL FUNDING SOURCES - 6 Years</b>	<b>\$8,911,000</b>
<b>or annually \$1.585 million</b>	
Dedicated for street and transportation projects =	\$5,370,000
Funds for other capital needs =	\$3,541,000

## **Item No. 7.1**

Staff Report and supporting documents to be provided at or prior to the City Council Meeting





**STAFF REPORT  
IMPERIAL BEACH  
REDEVELOPMENT AGENCY  
SUCCESSOR AGENCY**

**TO:** CHAIR AND MEMBERS OF THE SUCCESSOR AGENCY

**FROM:** ANDY HALL, CITY MANAGER/EXECUTIVE DIRECTOR *AH*

**MEETING DATE:** OCTOBER 2, 2013

**ORIGINATING DEPT.:** SUCCESSOR AGENCY STAFF  
GREGORY WADE, DEPUTY DIRECTOR *GW*

**SUBJECT:** ADOPTION OF RESOLUTION NO. SA-13-33 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5

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**EXECUTIVE SUMMARY:**

Successor Agency staff is recommending and seeking approval of the Amended Long Range Property Management Plan ("Amended LRPMP") and authorization to submit it to the Oversight Board for consideration. The Amended LRPMP involves three (3) real properties owned by the Successor Agency and described as follows: (1) 741-849 Palm Avenue; (2) 735 Palm Avenue; and (3) 800 Seacoast Drive. The original LRPMP ("Original LRPMP") approved by the Successor Agency and Oversight Board last February 2013 was not approved by the Department of Finance ("DOF") by letter dated July 30, 2013, in part, because of the proposed sale of the Successor Agency-owned properties at 9<sup>th</sup> Street and Palm Avenue ((1) and (2) above, collectively referred to as the "Palm Avenue Properties") to Sudberry-Palm Avenue LLC ("Sudberry") for \$1.00 pursuant to the City, Successor Agency and Oversight Board-approved Disposition and Development Agreement ("DDA"). The DOF directed the Successor Agency to revise the Original LRPMP and return it to the Oversight Board for reconsideration. Staff has prepared a Purchase and Sale Agreement ("Agreement") directly between the Successor Agency and Sudberry as the "Purchaser" and updated the appraisal of the Palm Avenue Properties which appraised the value of the Palm Avenue Properties at \$213,000. The Purchase Price for the Palm Avenue Properties includes a cash payment of \$213,000 at the Close of Escrow, which will be remitted after the Close of Escrow to the San Diego County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act.

**BACKGROUND:**

A. Statutory Requirements for the LRPMP:

On June 28, 2011, Assembly Bill No. X1 26 ("AB 26") was signed into law by the Governor of California which called for the dissolution of redevelopment agencies throughout the state and

established the procedures by which this was to be accomplished. On December 29, 2011, AB 26 was largely upheld by the California State Supreme Court with some of the dates by which certain dissolution actions were to occur pushed back by four months. As a result of the Supreme Court's decision, and on February 1, 2012, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies, and successor agencies are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the affairs of the former redevelopment agencies.

On June 27, 2012, the State Legislature passed and the Governor signed Assembly Bill No. 1484 ("AB 1484", Chapter 26, Statutes 2012) as a trailer bill for the Fiscal Year 2012-2013 State budget package. Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 also imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind-down process of former redevelopment agencies, including the preparation of a LRPMP. On September 29, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1585 ("AB 1585"), which further amended certain provisions of AB 26 as amended by AB 1484 (AB 26, AB 1484, and AB 1585 are collectively referred to herein as the "Dissolution Act").

Pursuant to Health and Safety Code ("H&S") Section 34191.5 of the Dissolution Act, upon the DOF's issuance of the Finding of Completion to the Successor Agency, a Community Redevelopment Property Trust Fund ("Trust") will be established to serve as the repository of certain real properties of the former Redevelopment Agency ("Former RDA") that are identified in the Due Diligence Reviews ("DDR's") by H&S Code Section 34179.5(c)(5)(C) of the Dissolution Act. In addition, the Successor Agency shall prepare a LRPMP that addresses the disposition and use of certain of the Former RDA's real properties. The LRPMP shall be submitted to the Oversight Board and the DOF for approval no later than 6 months following the issuance of the Finding of Completion to the Successor Agency.

Upon the approval of the LRPMP by the DOF, all real property and interests in real property identified in the DDRs by Health and Safety Code Section 34179.5(c)(5)(C) of the Dissolution Act shall be transferred to the Trust, unless such a property is subject to the requirements of any existing enforceable obligation.

H&S Code Section 34191.5(c) of the Dissolution Act requires specific information to be included in the LRPMP. Specifically, the LRPMP shall include an inventory of all properties in the Trust and the inventory shall consist of all of the following information for each property:

- 1) The date of the acquisition of the property and the value of the property at that time and an estimate of the current value of the property;
- 2) The purpose for which the property was acquired;
- 3) Parcel data, including address, lot size, and current zoning in the Former RDA's redevelopment plan or specific, community or general plan;
- 4) An estimate of the current value of the parcel including, if available, any appraisal information;
- 5) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds;
- 6) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts;

- 7) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency; and
- 8) A brief history of the previous development proposals and activity, including the rental or lease of the property.

Further, the LRPMP must address the use or disposition of all of the properties in the Trust. Permissible uses include (i) the retention of the property for governmental use pursuant to H&S Code Section 34181(a) of the Dissolution Act, (ii) the retention of the property for future development, (iii) the sale of the property, or (iv) the use of the property to fulfill an enforceable obligation. The LRPMP shall separately identify and list properties in the Trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties (i.e. retention of property for future development or property for sale), all of the following shall apply:

- 1) If the LRPMP directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the City;
- 2) If the LRPMP directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in (1) above, the proceeds from the sale shall be distributed as property tax to the taxing entities; and
- 3) Property shall not be transferred to the Successor Agency or to the City, unless the LRPMP has been approved by the Oversight Board and the DOF.

B. Original LRPMP:

On April 12, 2013, the Successor Agency received its Finding of Completion from the DOF, clearing the statutory hurdle for approval of the LRPMP by the DOF. However, before receiving the Finding of Completion, the Successor Agency prepared the Original LRPMP and submitted it to the Successor Agency, Oversight Board, and DOF for approval in February 2013. In accordance with the Dissolution Act, the Original LRPMP included three (3) real properties ("Properties") previously owned by the Former RDA and now owned in fee by the Successor Agency. These properties are described as: (1) 741-849 Palm Avenue; (2) 735 Palm Avenue; and (3) 800 Seacoast Drive, all of which are located in the City of Imperial Beach. The first two properties are described above as the "Palm Avenue Properties" and the third property is described as the "Seacoast Inn Property".

After issuance of the Finding of Completion to the Successor Agency, the DOF issued a letter to the Successor Agency dated July 30, 2013, stating that the DOF did not approve the Original LRPMP because of the manner in which the Successor Agency proposed to dispose of the Palm Avenue Properties to Sudberry under the terms of the DDA. The DOF's denial of the Original LRPMP was primarily based, among other things, upon the DOF's assertion that the proposed sale of the Palm Avenue Properties to Sudberry for \$1.00, though based upon an appraisal which found the subject property to have "nominal value," was not aimed at maximizing value. The DOF further stated that it was returning the Original LRPMP to the Oversight Board for reconsideration. In its denial, the DOF suggested, based on the proposed disposition of the Palm Avenue Properties pursuant to the DDA, that the Successor Agency transfer the Palm Avenue Properties to the City of Imperial Beach ("City") for development in accordance with the DDA upon the Successor Agency negotiating compensation agreements with each of the affected taxing entities. No other suggestions were provided by the DOF. Notwithstanding several subsequent discussions and an in-person meeting with representatives of the DOF, the DOF's determination set forth in its July 30, 2013 letter on the Original LRPMP

remained unchanged. Further, the DOF had no comment in its July 30, 2013 letter on the Original LRPMP's discussion of the Seacoast Inn Property.

### **ANALYSIS:**

In light of the DOF's July 30, 2013 letter and its determination not approving the Original LRPMP, the Successor Agency has prepared the proposed Amended LRPMP, attached to this report, for consideration by the Successor Agency and then for consideration by the Oversight Board and the DOF. The Amended LRPMP includes the Properties originally included in the Original LRPMP; namely, the Palm Avenue Properties and the Seacoast Inn Property (discussed above). Each of these Properties were identified in the Non-Housing DDR by H&S Code Section 34179.5(c)(5)(C) of the Dissolution Act (i.e. Procedure 7 of the DOF's Guidelines for the DDRs). No real property assets were identified in the Housing DDR by H&S Code Section 34179.5(c)(5)(C) of the Dissolution Act (i.e. Procedure 7 of the DOF's Guidelines for the DDRs).

The above-described information required by H&S Code Section 34191.5(c) of the Dissolution Act is provided in the Amended LRPMP for each of these Properties. All three Properties and their respective dispositions in accordance with the Dissolution Act are discussed in detail in the Amended LRPMP and summarized below:

#### **A. Palm Avenue Properties:**

Pursuant to H&S Code Section 34191.5(c)(2) of the Dissolution Act, the two Palm Avenue Properties are proposed to be sold by the Successor Agency to Sudberry, a private third party developer, pursuant to a proposed Purchase and Sale Agreement ("Agreement") that will have been considered for approval by the Successor Agency at the same meeting but prior to the Successor Agency's consideration of the Amended LRPMP. The Agreement will likewise be considered for approval by the Oversight Board and submitted to the DOF for review concurrently with the Amended LRPMP. The Palm Avenue Properties are discussed jointly and together in the Amended LRPMP as they relate to the same proposed development project and will be sold to Sudberry pursuant to the same proposed Agreement.

Pursuant to the proposed Agreement, the Palm Avenue Properties (in addition to certain City public rights-of-way to be vacated by the City) (collectively, the "Site"), will be sold from the Successor Agency directly to Sudberry as the Purchaser for development of the "Project", as defined in the proposed Agreement. In accordance with the appraised value of the Site as set forth in the appraisal dated September 10, 2013, and attached to the Amended LRPMP, and pursuant to Section 201 of the proposed Agreement, the "Purchase Price" (the monetary consideration payable to the Successor Agency by Sudberry as the Purchaser) for the Site includes the following two components: (a) the payment of the sum of \$213,000, in cash, at the Close of Escrow; and (b) payment of the Participation Component in accordance with the proposed Payment Agreement (attached to the proposed Agreement), equal to one and one-half percent (1.5%) of the gross sales price from the first arm's-length sale of each Parcel or Parcels of the Site (or any portion thereof) by Purchaser in any number of transactions which is completed within the first Fifty-Five (55) years from the Effective Date of the Agreement, if any.

The anticipated sale proceeds from the Successor Agency's sale of the Palm Avenue Properties (in addition to certain City public rights-of-way to be vacated by the City) to Sudberry pursuant to the proposed Agreement in the amount of \$213,000 will be remitted after the Close of Escrow to the San Diego County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act. In addition, any funds received by the Successor Agency pursuant to the Participation Component of the Purchase Price (described above), pursuant to a qualifying sale in accordance with the proposed Payment Agreement, will likewise be remitted to the San Diego County Auditor-

Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act.

The proposed Agreement pertains to the development of the Site comprising of approximately 4.75 acres located generally on the south side of Palm Avenue (State Route 75), between 7<sup>th</sup> Street and 9<sup>th</sup> Street, in the City of Imperial Beach, California. The proposed Agreement involves the sale of the Site from the Successor Agency directly to Sudberry as the Purchaser and Sudberry's associated development of (i) a "Town Center" of new construction combining retail with commercial space in a pedestrian-friendly environment, consisting of approximately 46,200 square feet of building area in seven (7) buildings (designated in the proposed Agreement as Parcels "A" through "G"), surface parking consisting of approximately 238 parking stalls, landscaping, hardscaping, lighting, driveways, and related improvements (collectively defined in the proposed Agreement as the "Private Improvements"), and (ii) certain off-site public improvements, including without limitation intersection improvements at Delaware Avenue, Palm Avenue and State Route 75, and all associated improvements, curb, gutter, landscaping, traffic signal, alley and undergrounding improvements required for the "Town Center" Project, and any other Cal-Trans requirements (collectively defined in the proposed Agreement as the "Public Improvements"), (the Private Improvements and the Public Improvements are collectively defined in the proposed Agreement as the "Project"). The proposed Agreement further contemplates the City's ownership of the Public Improvements to be constructed on and off the Site pursuant to the Agreement.

The Palm Avenue Properties were the subject of an Exclusive Negotiation Agreement ("ENA") entered into by and between the Former RDA and Sudberry Properties, Inc. on September 23, 2009 (and subsequently amended on March 17, 2010, January 4, 2011 and June 1, 2011) and have been the subject of on-going and continuous discussions and negotiations with Sudberry since execution of the ENA. Having received a Finding of Completion from the DOF dated April 12, 2013, the Successor Agency now intends, upon the DOF's approval of the Amended LRPMP, to dispose of the Palm Avenue Properties by selling them directly to Sudberry as the "Purchaser", pursuant to H&S Code Section 34191.5(c)(2) under the terms of the proposed Agreement, to be submitted to and reviewed by the DOF concurrently with the Amended LRPMP.

Upon approval of the proposed Agreement and the Amended LRPMP by the Successor Agency, the proposed Agreement and the Amended LRPMP will be submitted to the Oversight Board on October 9, 2013 for consideration. Specifically, prior to considering the adoption of a Resolution approving the Amended LRPMP, the Oversight Board will be asked to consider adopting a Resolution approving, among other actions, (i) the terms of the proposed Agreement between the Successor Agency and Sudberry as the Purchaser, (ii) the sale and conveyance of the Palm Avenue Properties to Sudberry as the Purchaser pursuant to the terms of the proposed Agreement for development of the Project; (iii) the City's ownership of the Public Improvements that will be constructed as part of the Project; and (iv) the Successor Agency's distribution of the anticipated sale proceeds in the amount of \$213,000, plus any other proceeds received by the Successor Agency pursuant to the Participation Component of the "Purchase Price" as defined in the proposed Agreement, from the Successor Agency's sale of the Palm Avenue Properties (in addition to certain City public rights-of-way to be vacated by the City) to Sudberry pursuant to the proposed Agreement, to the San Diego County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act.

Attached to the Amended LRPMP is the "Fiscal Impact Analysis" for the Palm Avenue Properties prepared by Keyser Marston Associates, Inc. ("KMA"). This Analysis describes the significant fiscal impacts/economic benefits that will result from the development of the "Town Center" Project by Sudberry pursuant to the proposed Agreement, including the various tax generation benefits to the State and other taxing entities.

B. Seacoast Inn Property:

Pursuant to H&S Code Section 34191.5(c)(2) of the Dissolution Act, the Seacoast Inn Property is being used to fulfill an enforceable obligation (including completion of the current development of a full-service beachfront hotel and appurtenant parking facilities (the "Hotel Project")) pursuant to a development agreement and a ground lease between the Former RDA and a third party developer/lessee, Seacoast Inn, L.P., a California limited partnership ("Seacoast Inn").

Specifically, the Seacoast Inn Property is the subject of that certain Disposition and Development Agreement ("DDA") dated December 16, 2010, and entered into by and between the Former RDA and Imperial Coast, L.P., a California limited partnership. The DDA was subsequently assigned by Imperial Coast, L.P. to its successor and related entity Seacoast Inn. The DDA provides for (i) the Former RDA's acquisition of fee title of the Seacoast Inn Property and the Former RDA's subsequent ground lease of the Seacoast Inn Property to Seacoast Inn for its development of the Hotel Project, (ii) the payment by the Former RDA to Seacoast Inn for the cost of certain off-site Public Improvements and Plans, and (iii) the grant of an option to Seacoast Inn or its assignee to purchase fee title of the Seacoast Inn Property from the Former RDA (now the Successor Agency) for one dollar (\$1.00) upon the complete satisfaction of certain performance standards by Seacoast Inn or its assignee, in accordance with the terms of the DDA. Pursuant to the DDA, the Seacoast Inn Property has been ground leased to Seacoast Inn for one dollar (\$1.00) per year pursuant to the terms of a Fifty-Five (55) year term Ground Lease ("Ground Lease") dated March 15, 2011, and entered into by and between the Former RDA and Seacoast Inn. The DDA and the Ground Lease each constitute an enforceable obligation of the Former RDA and now the Successor Agency pursuant to the Dissolution Act. As of this date, the Hotel Project provided for under the DDA is nearing completion of construction.

In accordance with both the DDA and the Ground Lease, Seacoast Inn has the option to purchase fee title of the Seacoast Inn Property from the Successor Agency for one dollar (\$1.00) after certain conditions precedent are fully and completely met. Seacoast Inn's right to exercise the option to purchase fee title of the Seacoast Inn Property is conditioned upon the following events:

- Commencing upon completion of the Hotel Project until on or before Operating Year 10, the City's receipt of transient occupancy taxes ("TOT") from the operation of the Hotel, in the amount of at least \$3,202,000; and
- Commencing upon completion of the Hotel Project and after Operating Year 10, the City's receipt of TOT from the operation of the Hotel, in the amount of at least \$2,351,000.

It should be noted that the receipt of TOT was not intended to benefit then and would not benefit now either the Former RDA or the Successor Agency. Other than the total amount of lease revenue under the Ground Lease (a total maximum of \$55.00 for the 55-year term) and the total amount of sale proceeds received upon Seacoast Inn's exercise of its option to purchase fee title of the Seacoast Inn Property (a total of \$1.00), there is no direct financial benefit to the Successor Agency expected through the Successor Agency's ownership and disposition of the Seacoast Inn Property to Seacoast Inn or its successor.

The use of the Seacoast Inn Property for the purposes provided in the DDA and the Ground Lease constitute enforceable obligations under the Dissolution Act as the Seacoast Inn Property is contractually obligated to Seacoast Inn, a private third party, through the underlying DDA that

was executed on December 16, 2010. The Successor Agency intends, therefore, to honor the obligations and requirements of the DDA and all related documents executed by the Former RDA and continue to lease the Seacoast Inn Property to Seacoast Inn pursuant to the Ground Lease, provided for under the terms of the DDA, for one dollar (\$1.00) per year. Further, pursuant to the DDA, Ground Lease and related documents executed by the Former RDA, upon completion of the Hotel Project and ending upon expiration of the term of the Ground Lease, Seacoast Inn has the right to purchase fee title of the Seacoast Inn Property from the Successor Agency for one dollar (\$1.00) upon meeting certain conditions precedent. If and when Seacoast Inn exercises this Option to purchase fee title of the Seacoast Inn Property and upon complete satisfaction of the conditions precedent, the Successor Agency similarly intends to honor the obligations and requirements of the DDA, Ground Lease and related documents executed by the Former RDA and sell the Seacoast Inn Property to Seacoast Inn or its successor.

**ENVIRONMENTAL DETERMINATION:**

The approval of the Amended LRPMP is not a project as defined by the California Environmental Quality Act ("CEQA"). The projects associated with the properties identified in the Amended LRPMP, along with their respective contractual agreements, have been reviewed and analyzed pursuant to CEQA and their required environmental documents have been prepared, circulated and approved/certified by the appropriate lead agency.

**FISCAL IMPACT:**

Approval of the Amended LRPMP does not, in itself, obligate the Successor Agency to any additional financial obligations beyond those already considered and approved by and/or assigned to the Successor Agency as outlined in each respective contractual agreement. The Purchase Price to be received by the Successor Agency for the proposed sale of the Palm Avenue Properties pursuant to the proposed Agreement will be remitted to the San Diego County Auditor-Controller's Office for distribution to the affected taxing entities pursuant to H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act.

**RECOMMENDATION:**

Staff recommends that the Imperial Beach Redevelopment Agency Successor Agency adopt Resolution Number SA-13-33 approving the Amended Long Range Property Management Plan required pursuant to H&S Code Section 34191.5 of the Dissolution Act.

Attachments:

1. Resolution No. SA-13-33
2. Amended Long Range Property Management Plan

## RESOLUTION NO. SA-13-33

**A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE AMENDED LONG RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5**

**WHEREAS**, the Imperial Beach Redevelopment Agency (“Redevelopment Agency”) was a redevelopment agency in the City of Imperial Beach (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

**WHEREAS**, Assembly Bill No. X1 26 (2011-2012 1<sup>st</sup> Ex. Sess.) (“AB 26”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the California Health and Safety Code (“H&S Code”), including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

**WHEREAS**, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

**WHEREAS**, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency under AB 26 (“Successor Agency”); and

**WHEREAS**, on February 15, 2012, the Board of Directors of the Successor Agency, adopted Resolution No. SA-12-01 naming itself the “Imperial Beach Redevelopment Agency Successor Agency,” the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of AB 26, and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

**WHEREAS**, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484 (“AB 1484”, Chapter 26, Statutes 2012). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies, including the preparation of a Long Range Property Management Plan (“LRPMP”); and

**WHEREAS**, on September 29, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1585 (“AB 1585”), which further amended certain provisions of AB 26 as amended by AB 1484 (AB 26, AB 1484, and AB 1585 are collectively referred to herein as the “Dissolution Act”); and

**WHEREAS**, H&S Code Section 34179 of the Dissolution Act establishes a seven (7) member local entity with respect to each successor agency and such entity is titled the “oversight board.” The oversight board has been established for the Successor Agency (hereinafter referred to as the “Oversight Board”) and all seven (7) members have been

appointed to the Oversight Board pursuant to H&S Code Section 34179 of the Dissolution Act. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Act; and

**WHEREAS**, pursuant to H&S Code Section 34191.5(a) of the Dissolution Act, upon the issuance of the Finding of Completion to the Successor Agency, a Community Redevelopment Property Trust Fund ("Trust") will be established to serve as the repository of certain real properties of the former Redevelopment Agency that are identified in the Due Diligence Reviews ("DDR's") by H&S Code Section 34179.5(c)(5)(C) of the Dissolution Act (i.e. Procedure 7 of the DOF's Guidelines for the DDRs). The Trust shall be administered by the Successor Agency; and

**WHEREAS**, pursuant to H&S Code Section 34191.5(b) of the Dissolution Act, once the California Department of Finance ("DOF") issues a Finding of Completion to the Successor Agency, the Successor Agency shall prepare a LRPMP that addresses the disposition and use of certain real properties of the former Redevelopment Agency. The LRPMP shall be submitted to the Oversight Board and the DOF for approval no later than 6 months following the issuance of the Finding of Completion to the Successor Agency; and

**WHEREAS**, pursuant to H&S Code Section 34191.4(a) of the Dissolution Act, upon the approval of the LRPMP by the DOF, all real property and interests in real property identified in the DDRs by H&S Code Section 34179.5(c)(5)(C) of the Dissolution Act shall be transferred to the Trust, unless such a property is subject to the requirements of any existing enforceable obligation; and

**WHEREAS**, H&S Code Section 34191.5(c) of the Dissolution Act requires that the LRPMP (1) include an inventory of all properties in the Trust, which inventory shall consist of specific information relating to each such property including, without limitation, the date of and purpose for acquisition, value of property, applicable zoning, any property revenues and contractual requirements for disposition of same, history of environmental issues and any related studies and remediation efforts, potential for transit-oriented development and advancement of planning objectives of the Successor Agency, and history of previous development proposals and activity; and (2) address the use or disposition of all properties in the Trust, including (i) the retention of such property for governmental use pursuant to H&S Code Section 34181(a) of the Dissolution Act, (ii) the retention of such property for future development, (iii) the sale of such property, or (iv) the use of such property to fulfill an enforceable obligation; and

**WHEREAS**, on April 12, 2013, the Successor Agency received its Finding of Completion. However, before receiving the Finding of Completion, the Successor Agency prepared the original LRPMP ("Original LRPMP") and submitted it to the Successor Agency, Oversight Board, and DOF for approval in February 2013; and

**WHEREAS**, in accordance with the Dissolution Act, the Original LRPMP included three (3) real properties ("Properties") previously owned by the former Redevelopment Agency and now owned in fee by the Successor Agency. These properties are described as: (1) 741-849 Palm Avenue; (2) 735 Palm Avenue; and (3) 800 Seacoast Drive, all of which are located in the City of Imperial Beach. The first two properties are referred to herein as the "Palm Ave. Properties" and the third property is referred to herein as the "Seacoast Inn Property"; and

**WHEREAS**, after issuance of the Finding of Completion to the Successor Agency, the DOF issued a letter to the Successor Agency dated July 30, 2013, stating that the DOF did not approve the Original LRPMP because of the manner in which the Successor Agency proposed

to dispose of the Palm Ave. Properties. The DOF had no comment in its July 30, 2013 letter on the Original LRPMP's discussion of the Seacoast Inn Property. The DOF further stated that it was returning the Original LRPMP to the Oversight Board for reconsideration; and

**WHEREAS**, in light of the DOF's July 30, 2013 letter and its determination not approving the Original LRPMP, the Successor Agency has prepared the proposed amended LRPMP ("Amended LRPMP") for consideration by the Successor Agency and then for consideration by the Oversight Board and the DOF. The Amended LRPMP includes the Properties originally included in the Original LRPMP; namely, the Palm Ave. Properties and the Seacoast Inn Property. Each of these Properties were identified in the Non-Housing DDR by H&S Code Section 34179.5(c)(5)(C) of the Dissolution Act (i.e. Procedure 7 of the DOF's Guidelines for the DDRs). No real property assets were identified in the Housing DDR by H&S Code Section 34179.5(c)(5)(C) of the Dissolution Act (i.e. Procedure 7 of the DOF's Guidelines for the DDRs); and

**WHEREAS**, the proposed Amended LRPMP is attached as Attachment No. 2 to the Staff Report prepared for this Agenda Item, and is presented to the Successor Agency for review and approval; and

**WHEREAS**, for each of the Properties, the Amended LRPMP includes all of the information required by H&S Code Section 34191.5(c) of the Dissolution Act and their respective use and disposition are in accordance with the Dissolution Act; and

**WHEREAS**, pursuant to H&S Code Section 34191.5(c)(2) of the Dissolution Act, the two Palm Ave. Properties are proposed to be sold by the Successor Agency to Sudberry-Palm Avenue LLC ("Sudberry"), a private third party developer, pursuant to a proposed Purchase and Sale Agreement ("Agreement") that will have been considered for approval by the Successor Agency at the same meeting but prior to the Successor Agency's consideration of the Amended LRPMP. The Agreement will likewise be considered for approval by the Oversight Board and submitted to the DOF for review concurrently with the Amended LRPMP; and

**WHEREAS**, in accordance with the appraised value of the Palm Ave. Properties (in addition to certain City public rights-of-way to be vacated by the City) (collectively, the "Site"), as set forth in the appraisal dated September 10, 2013, attached to the Amended LRPMP, and pursuant to Section 201 of the proposed Agreement, the "Purchase Price" (the monetary consideration payable to the Successor Agency by Sudberry as the Purchaser) for the Site includes the following two components: (a) the payment of the sum of \$213,000, in cash, at the Close of Escrow; and (b) payment of the Participation Component in accordance with the proposed Payment Agreement (attached to the proposed Agreement), equal to one and one-half percent (1.5%) of the gross sales price from the first arm's-length sale of each Parcel or Parcels of the Site (or any portion thereof) by Purchaser in any number of transactions which is completed within the first Fifty-Five (55) years from the Effective Date of the Agreement, if any; and

**WHEREAS**, the anticipated sale proceeds from the Successor Agency's sale of the Palm Ave. Properties (in addition to certain City public rights-of-way to be vacated by the City) to Sudberry pursuant to the proposed Agreement in the amount of \$213,000 will be remitted after the Close of Escrow to the San Diego County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act. In addition, any funds received by the Successor Agency pursuant to the Participation Component of the Purchase Price, pursuant to a qualifying sale in accordance with the proposed Payment Agreement, will likewise be remitted to the San Diego County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act; and

**WHEREAS**, pursuant to H&S Code Section 34191.5(c)(2) of the Dissolution Act, the Seacoast Inn Property is being used to fulfill an enforceable obligation (including completion of the current development of a full-service beachfront hotel and appurtenant parking facilities (the "Hotel Project")) pursuant to a development agreement and a ground lease between the Redevelopment Agency and a third party developer/lessee, Seacoast Inn, L.P., a California limited partnership ("Seacoast Inn"); and

**WHEREAS**, the Seacoast Inn Property is the subject of that certain Disposition and Development Agreement ("DDA") dated December 16, 2010, and entered into by and between the Redevelopment Agency and Imperial Coast, L.P., a California limited partnership. The DDA was subsequently assigned by Imperial Coast, L.P. to its successor and related entity Seacoast Inn. Pursuant to the DDA, the Seacoast Inn Property has been ground leased to Seacoast Inn for one dollar (\$1.00) per year pursuant to the terms of a Fifty-Five (55) year term Ground Lease ("Ground Lease") dated March 15, 2011, and entered into by and between the Redevelopment Agency and Seacoast Inn. In accordance with both the DDA and the Ground Lease, Seacoast Inn has the option to purchase fee title of the Seacoast Inn Property from the Successor Agency for one dollar (\$1.00) after certain conditions precedent are fully and completely met. The DDA and the Ground Lease each constitute an enforceable obligation of the former Redevelopment Agency and now the Successor Agency pursuant to the Dissolution Act; and

**WHEREAS**, if the Amended LRPMP is approved by the Successor Agency, the Amended LRPMP shall thereafter be submitted to the Oversight Board for review and approval, pursuant to H&S Code Section 34191.5(b). In this regard, H&S Code Section 34180(j) of the Dissolution Act requires the Successor Agency to also submit a copy of the Amended LRPMP to the San Diego County Administrative Officer, the San Diego County Auditor-Controller, and the DOF at the same time that the Successor Agency submits it to the Oversight Board for approval; and

**WHEREAS**, pursuant to H&S Code Section 34191.3 of the Dissolution Act, once the Amended LRPMP is approved by the DOF, the Amended LRPMP shall govern, and supersede all other provisions of the Dissolution Act relating to, the disposition and use of the Properties; and

**WHEREAS**, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

**WHEREAS**, the activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines. In this regard, the projects associated with the Properties identified in the Amended LRPMP, along with their respective contractual agreements, have been reviewed and analyzed pursuant to CEQA and their required environmental documents have been prepared, circulated and approved/certified by the appropriate lead agency; and

**WHEREAS**, all of the prerequisites with respect to the approval of this Resolution have been met.

**NOW, THEREFORE, BE IT RESOLVED** by the Imperial Beach Redevelopment Agency Successor Agency, as follows:

- Section 1.** The foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The Successor Agency hereby approves the Amended Long Range Property Management Plan ("Amended LRPMP"), substantially in the form attached as Attachment No. 2 to the Staff Report prepared for this Agenda Item.
- Section 3.** The Executive Director, or designee, of the Successor Agency is hereby authorized and directed to remit to the San Diego County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act the proceeds of the Purchase Price that are received by the Successor Agency from the Successor Agency's sale of the Palm Ave. Properties (in addition to certain City public rights-of-way to be vacated by the City) to Sudberry pursuant to the proposed Purchase and Sale Agreement including (i) the cash in the amount of \$213,000 to be received by the Successor Agency at the Close of Escrow and (ii) any funds received by the Successor Agency pursuant to the Participation Component of the Purchase Price, pursuant to a qualifying sale in accordance with the proposed Payment Agreement.
- Section 4.** The Executive Director, or designee, of the Successor Agency is hereby authorized and directed to: (i) provide the Amended LRPMP to the Oversight Board for review and approval and concurrently submit a copy of the Amended LRPMP to the San Diego County Administrative Officer, the San Diego County Auditor-Controller ("County Auditor-Controller"), and the California Department of Finance ("DOF"); (ii) submit the Amended LRPMP, as approved by the Oversight Board, to the DOF (electronically in PDF format) and the County Auditor-Controller; (iii) post a copy of the Amended LRPMP, as approved by the Oversight Board, on the Successor Agency's internet website; (iv) revise the Amended LRPMP and make such changes and amendments as necessary, before official submittal of the Amended LRPMP to the DOF, in order to complete the Amended LRPMP in the manner provided by the DOF and to conform the Amended LRPMP to the form or format as prescribed by the DOF; (v) make non-substantive changes and amendments to the Amended LRPMP deemed necessary and as approved by the Executive Director of the Successor Agency and its legal counsel; and (vi) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.
- Section 5.** The Successor Agency determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.
- Section 6.** The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any

administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issue, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

**Section 7.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 8.** This Resolution shall take effect upon the date of its adoption.

**PASSED, APPROVED, AND ADOPTED** by the Imperial Beach Redevelopment Agency Successor Agency at its meeting held on the 2<sup>nd</sup> day of October 2013, by the following vote:

<b>AYES:</b>	<b>BOARD MEMBERS:</b>
<b>NOES:</b>	<b>BOARD MEMBERS:</b>
<b>ABSENT:</b>	<b>BOARD MEMBERS:</b>

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**JAMES C. JANNEY**  
**CHAIRPERSON**

**ATTEST:**

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**JACQUELINE M. HALD, MMC**  
**SECRETARY**



## LONG-RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

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**Instructions:** Please use this checklist as a guide to ensure you have completed all the required components of your Long-Range Property Management Plan. Upon completion of your Long-Range Property Management Plan, email a PDF version of this document and your plan to:

Redevelopment\_Administration@dof.ca.gov

The subject line should state "[Agency Name] Long-Range Property Management Plan". The Department of Finance (Finance) will contact the requesting agency for any additional information that may be necessary during our review of your Long-Range Property Management Plan. Questions related to the Long-Range Property Management Plan process should be directed to (916) 445-1546 or by email to [Redevelopment\\_Administration@dof.ca.gov](mailto:Redevelopment_Administration@dof.ca.gov).

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Pursuant to Health and Safety Code 34191.5, within six months after receiving a Finding of Completion from Finance, the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency.

### GENERAL INFORMATION:

Agency Name: **Imperial Beach Redevelopment Agency Successor Agency**

Date Finding of Completion Received: **April 12, 2013**

Date Oversight Board Approved LRPMP: **Original Plan approved on February 13, 2013. Amended Plan approved on October 9, 2013**

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### Long-Range Property Management Plan Requirements

For each property the plan includes the date of acquisition, value of property at time of acquisition, and an estimate of the current value.

Yes  No

For each property the plan includes the purpose for which the property was acquired.

Yes  No

For each property the plan includes the parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

Yes  No

For each property the plan includes an estimate of the current value of the parcel including, if available, any appraisal information.

Yes  No

For each property the plan includes an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

Yes  No

For each property the plan includes the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

Yes  No

For each property the plan includes a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

Yes  No

For each property the plan includes a brief history of previous development proposals and activity, including the rental or lease of the property.

Yes  No

For each property the plan identifies the use or disposition of the property, which could include 1) the retention of the property for governmental use, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

Yes  No

The plan separately identifies and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

Yes  No

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## ADDITIONAL INFORMATION

- If applicable, please provide any additional pertinent information that we should be aware of during our review of your Long-Range Property Management Plan.

There are three (3) real properties ("Properties") previously owned by the former Imperial Beach Redevelopment Agency ("Redevelopment Agency") that are included in the Amended Long-Range Property Management Plan ("Plan") and that were identified in the Non-Housing Due Diligence Review by California Health and Safety Code ("H&S Code") Section 34179.5(c)(5)(C) of the Dissolution Act (i.e. Procedure 7 of the Department of Finance's Guidelines for the DDR). These Properties are all currently owned by the Imperial Beach Redevelopment Agency Successor Agency ("Successor Agency") and are located in the City of Imperial Beach, County of San Diego, State of California, and described as follows: (1) 741-849 Palm Avenue; (2) 735 Palm Avenue; and (3) 800 Seacoast Drive. No real property assets were identified in the Housing Due Diligence Review by H&S Code Section 34179.5(c)(5)(C) of the Dissolution Act (i.e. Procedure 7 of the Department of Finance's Guidelines for the DDR).

For each of the Properties, the Plan includes all of the information required by H&S Code Section 34191.5(c) of the Dissolution Act. All three Properties and their respective dispositions in accordance with the Dissolution Act are discussed in detail in the Plan and summarized below:

**1. Properties Located at 741-849 Palm Avenue and 735 Palm Avenue (APN 626-250-03, 04, 05 and 06) – “Palm Avenue Properties”:**

Pursuant to H&S Code Section 34191.5(c)(2) of the Dissolution Act, the two Palm Avenue Properties are proposed to be sold by the Successor Agency to a private third party developer, Sudberry-Palm Avenue LLC, a California limited liability company (“Sudberry”), pursuant to a proposed Purchase and Sale Agreement (“Agreement”) that will be considered for approval by the Successor Agency and the Oversight Board and submitted to the Department of Finance (“DOF”) for review concurrently with the Plan. The Palm Avenue Properties will be discussed jointly and together in the Plan as they relate to the same proposed development project and will be sold to Sudberry pursuant to the same proposed Agreement. The anticipated sale proceeds from the Successor Agency’s sale of the Palm Avenue Properties (in addition to certain City of Imperial Beach (“City”) public rights-of-way to be vacated by the City) to Sudberry pursuant to the proposed Agreement in the amount of \$213,000 will be remitted after the Close of Escrow to the San Diego County Auditor-Controller’s Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act.

The Palm Avenue Properties were the subject of an Exclusive Negotiation Agreement (“ENA”) entered into by and between the Redevelopment Agency and Sudberry Properties, Inc. on September 23, 2009 (and subsequently amended on March 17, 2010, January 4, 2011 and June 1, 2011) and have been the subject of on-going and continuous discussions and negotiations with Sudberry since execution of the ENA. Having received a Finding of Completion from the DOF dated April 12, 2013, the Successor Agency now intends, upon the DOF’s approval of the Plan, to dispose of the Palm Avenue Properties by selling them directly to Sudberry as the “Purchaser”, pursuant to H&S Code Section 34191.5(c)(2) under the terms of the proposed Agreement, to be submitted to and reviewed by the DOF concurrently with the Plan.

The proposed Agreement pertains to the development of the Palm Avenue Properties and additional land (certain City public rights-of-way) to be vacated by the City, comprising of approximately 4.75 acres located generally on the south side of Palm Avenue (State Route 75), between 7<sup>th</sup> Street and 9<sup>th</sup> Street, in the City of Imperial Beach, California, (collectively defined in the proposed Agreement as the “Site”). The proposed Agreement involves the sale of the Site from the Successor Agency directly to Sudberry as the Purchaser and Sudberry’s associated development of (i) a “Town Center” of new construction combining retail with commercial space in a pedestrian-friendly environment, consisting of approximately 46,200 square feet of building area in seven (7) buildings (designated in the proposed Agreement as Parcels “A” through “G”), surface parking consisting of approximately 238 parking stalls, landscaping, hardscaping, lighting, driveways, and related improvements (collectively defined in the proposed Agreement as the “Private Improvements”), and (ii) certain off-site public improvements, including without limitation intersection improvements at Delaware Avenue, Palm Avenue and State Route 75, and all associated improvements, curb, gutter, landscaping, traffic signal, alley and undergrounding improvements required for the “Town Center” Project, and any other Cal-Trans requirements (collectively defined in the proposed Agreement as the “Public Improvements”), (the Private Improvements and the Public Improvements are collectively defined in the proposed Agreement as the “Project”). The proposed Agreement further contemplates the City’s ownership of the Public Improvements to be constructed on and off the Site pursuant to the Agreement.

On October 9, 2013, concurrently with consideration of adopting a Resolution approving the Plan, the Oversight Board to the Successor Agency will consider adopting a Resolution approving, among other actions, (i) the terms of the proposed Agreement between the Successor Agency and Sudberry as the Purchaser, (ii) the sale and conveyance of the Palm Avenue Properties to Sudberry as the Purchaser pursuant to the terms of the proposed Agreement for development of the Project; (iii) the City’s ownership of the Public Improvements that will be constructed as part of the Project; and (iv) the Successor Agency’s distribution of the anticipated sale proceeds in the amount of \$213,000, from the

Successor Agency's sale of the Palm Avenue Properties (in addition to certain City public rights-of-way to be vacated by the City) to Sudberry pursuant to the proposed Agreement, to the San Diego County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act.

## **2. Property Located at 800 Seacoast Drive (APN 625-262-02) – “Seacoast Inn Property”:**

Pursuant to H&S Code Section 34191.5(c)(2) of the Dissolution Act, the Seacoast Inn Property is being used to fulfill an enforceable obligation (including completion of the current development of a full-service beachfront hotel and appurtenant parking facilities (the “Hotel Project”)) pursuant to a development agreement and a ground lease between the Redevelopment Agency and a third party developer/lessee, Seacoast Inn, L.P., a California limited partnership (“Seacoast Inn”).

Specifically, the Seacoast Inn Property is the subject of that certain Disposition and Development Agreement (“DDA”) dated December 16, 2010, and entered into by and between the Redevelopment Agency and Imperial Coast, L.P., a California limited partnership. The DDA was subsequently assigned to its successor and related entity Seacoast Inn. The DDA provides for (i) the Redevelopment Agency's acquisition of fee title of the Seacoast Inn Property and the Redevelopment Agency's subsequent ground lease of the Seacoast Inn Property to Seacoast Inn for its development of the Hotel Project, (ii) the payment by the Redevelopment Agency to Seacoast Inn for the cost of certain off-site Public Improvements and Plans, and (iii) the grant of an option to Seacoast Inn or its assignee to purchase fee title of the Seacoast Inn Property from the Redevelopment Agency (now the Successor Agency) for one dollar (\$1.00) upon the complete satisfaction of certain performance standards by Seacoast Inn or its assignee, in accordance with the terms of the DDA. Pursuant to the DDA, the Seacoast Inn Property has been ground leased to Seacoast Inn for one dollar (\$1.00) per year pursuant to the terms of a fifty-five (55) year term Ground Lease (“Ground Lease”) dated March 15, 2011, and entered into by and between the Redevelopment Agency and Seacoast Inn. The DDA and the Ground Lease each constitute an enforceable obligation of the Redevelopment Agency and now the Successor Agency pursuant to the Dissolution Act. As of this date, the Hotel Project provided for under the DDA is nearing completion of construction. In accordance with both the DDA and the Ground Lease, Seacoast Inn has the option to purchase fee title of the Seacoast Inn Property from the Successor Agency for one dollar (\$1.00) after certain conditions precedent are fully and completely met. Seacoast Inn's right to exercise the option to purchase fee title of the Seacoast Inn Property is conditioned upon the following events:

- Commencing upon completion of the Hotel Project until on or before Operating Year 10, the City's receipt of transient occupancy taxes (“TOT”) from the operation of the Hotel, in the amount of at least \$3,202,000; and
- Commencing upon completion of the Hotel Project and after Operating Year 10, the City's receipt of TOT from the operation of the Hotel, in the amount of at least \$2,351,000.

It should be noted that the receipt of TOT was not intended to benefit then and would not benefit now either the former Redevelopment Agency or the Successor Agency. Other than the total amount of lease revenue under the Ground Lease (a total maximum of \$55.00 for the 55-year term) and the total amount of sale proceeds received upon Seacoast Inn's exercising its option to purchase fee title of the Seacoast Inn Property (a total of \$1.00), there is no direct financial benefit to the Successor Agency expected through the Successor Agency's ownership and disposition of the Seacoast Inn Property to Seacoast Inn or its successor.



- 8) A brief history of previous development proposals and activity, including the rental or lease of the property

The Long-Range Property Management Plan shall address the use or disposition of all of the properties in the trust. Permissible uses include the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

- A. If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county
- B. If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph A (above), the proceeds from the sale shall be distributed as property tax to the taxing entities
- C. Property shall not be transferred to a successor agency, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and the Department of Finance

**Property:** **Palm Avenue Properties: 741-849 Palm Avenue and 735 Palm Avenue (APN 626-250-03, 04, 05 and 06)**

**Dates of Acquisition:** February 11, 2009 (741-849 Palm Avenue)  
February 13, 2009 (735 Palm Avenue)

**Value at Acquisition:** \$9,679,454 (741-849 Palm Avenue)  
\$1,608,827 (735 Palm Avenue)

**Estimate of Current Value:** \$213,000 (see attached appraisal dated September 10, 2013, and description below)

**Purpose of Acquisition:** To facilitate/effectuate the development and economic development of the Palm Avenue Properties and surrounding area

**Parcel Data:**

**Property Address:** 735-849 Palm Avenue, Imperial Beach, CA 91932

**Assessor Parcel No.** 626-250-03, 04, 05, 06

**Lot Size:** 207,000 square feet (4.75 acres, inclusive of public rights-of-way)  
170,320 square feet (3.91 acres, exclusive of public rights-of-way)

**Current Zoning:** C-1 General Commercial Zone (C/MU-1 per recent Zoning Code Amendment) per the City's Zoning Code, General Plan/Local Coastal Program and Sections 210

and 230 of the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project

**Estimate of Current Value:** \$213,000 (see attached appraisal)

**Appraisal Date:** September 10, 2013

**Estimated Revenues:** Pursuant to the proposed Purchase and Sale Agreement ("Agreement") with Sudberry-Palm Avenue LLC, a California limited liability company ("Sudberry"), to be considered by the Successor Agency and the Oversight Board and reviewed by the DOF concurrently with this Plan, the Palm Avenue Properties (in addition to certain City public rights-of-way to be vacated by the City) (collectively, the "Site"), will be sold from the Successor Agency directly to Sudberry as the Purchaser for development of the "Project", as defined in the proposed Agreement. In accordance with the appraised value of the Site as set forth in the appraisal dated September 10, 2013 and pursuant to Section 201 of the proposed Agreement, the "Purchase Price" (the monetary consideration payable to the Successor Agency by Sudberry as the Purchaser) for the Site includes the following two components: (a) the payment of the sum of \$213,000, in cash, at the Close of Escrow; and (b) payment of the Participation Component in accordance with the proposed Payment Agreement (attached to the proposed Agreement), equal to one and one-half percent (1.5%) of the gross sales price from the first arm's-length sale of each Parcel or Parcels of the Site (or any portion thereof) by Purchaser in any number of transactions which is completed within the first Fifty-Five (55) years from the Effective Date of this Agreement, if any.

The anticipated sale proceeds from the Successor Agency's sale of the Palm Avenue Properties (in addition to certain City public rights-of-way to be vacated by the City) to Sudberry pursuant to the proposed Agreement in the amount of \$213,000 will be remitted after the Close of Escrow to the San Diego County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act. In addition, any funds received by the Successor Agency pursuant to the Participant Component of the Purchase Price (described above), pursuant to a qualifying sale in accordance with the proposed Payment Agreement, will likewise be remitted to the San Diego County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act.

**Environmental Contamination History:**

**Studies Conducted:** October 22, 1991 & March 16, 2009 – Asbestos Surveys (735 Palm Avenue)  
September 10, 2007 – Asbestos and Lead Survey  
April 3, 2009 – Phase I and Phase II Site & Subsurface Site Assessments  
March 10, 2011 – Hazardous Building Materials Survey (741-849 Palm Avenue)

**Remediation:** June 2009 – Asbestos abated prior to demolition (735 Palm Avenue)  
October 21, 2010 – Underground Storage Tank removed  
December 1, 2011 – Asbestos abated prior to demolition (741-849 Palm Avenue)

**Brownfield Status:** N/A

**Transit-Oriented Development Potential:** The Palm Avenue Properties are located along a Mixed Use Transit Corridor as designated by the San Diego Regional Association of Governments ("SANDAG") in SANDAG's

Smart Growth Concept Map. The Palm Avenue/State Route 75 corridor is the major transit corridor within the City providing access to many transit modes including buses, bicycles and automobiles. This corridor has several bus stops along the Palm Avenue/State Route 75 transit corridor including one bus stop within 100 feet and two within 300 feet of the Palm Avenue Properties. Although there is no residential component to the proposed development "Town Center" Project pursuant to the proposed Agreement, there is significant residential development directly south of the Palm Avenue Properties, making the overall development proposal for the "Town Center" Project and its surrounding area a transit-oriented development.

**Planning Objectives of the Successor Agency:** The planning objectives for the Palm Avenue Properties are contained in the City's Zoning Code, General Plan/Local Coastal Plan and the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project, including Amendment No. 1 to this Redevelopment Plan. The Zoning, General Plan and Redevelopment Plan designation for this area is C-1 General Commercial. The General Commercial land use designation provides for land to meet the local demand for commercial goods and services, as opposed to the goods and services required primarily by the tourist population. It is intended that the dominant type of commercial activity in this designation will be community and neighborhood serving retail and office uses such as markets, specialty stores, professional offices, personal services, department stores, restaurants, liquor stores, hardware stores, etc. The proposed use of the Palm Avenue Properties conforms in every respect with the General Commercial land use designation. The Successor Agency, therefore, is seeking to have developed the Palm Avenue Properties in compliance with the planning objectives of these applicable land use plans. Additionally, both the Economic Development Plan and the Five-Year Implementation Plan adopted by the Redevelopment Agency and now administered by the Successor Agency contain specific goals to facilitate development of the Palm Avenue Properties, including the development of such large commercial properties along Palm Avenue to stimulate further improvements and economic development in the area.

#### **Development Proposal History of Palm Avenue Properties:**

- December 2004 – The 1<sup>st</sup> of 3 Requests for Proposals ("RFP") was issued for development of the Palm Avenue Properties. The City Council of the City authorized the Redevelopment Agency to issue a "Statement of Interest and/or Development Proposals" to property owners, tenants, and businesses located on the south side of Palm Avenue, between 7<sup>th</sup> Street and 9<sup>th</sup> Street.
- October 2005 – Lennar and D.R. Horton presented development proposals to the Redevelopment Agency for consideration. D.R. Horton was selected by the Redevelopment Agency as the preferred developer.
- December 2005 – D.R. Horton presented its development proposal to the City, Redevelopment Agency, and the community.
- January 12, 2006 – The Redevelopment Agency authorized staff to negotiate an Exclusive Negotiation Agreement ("ENA") with D.R. Horton.
- March 22, 2006 – The Redevelopment Agency entered into an ENA with D.R. Horton for a Mixed-Use development consisting of approximately 70,000 square feet of retail and 203 market-rate condominiums on the Palm Avenue Properties.
- November 16, 2006 – Due to the economic downturn/recession, D.R. Horton withdrew from all new development proposals nation-wide and, therefore, allowed the term of the ENA to expire.
- April 18, 2007 – The 2<sup>nd</sup> of 3 RFPs was issued for development of the Palm Avenue Properties. The Redevelopment Agency authorized staff to issue a "Request for Qualifications/Proposals for Real Estate Development in Imperial Beach" for the Palm Avenue Properties.

- July 2007 – The Redevelopment Agency received two responses to its “Request for Qualifications/Proposals for Real Estate Development in Imperial Beach” – “The Imperial Beach Gateway” by Sterling Development Corporation and Dan Malcolm of Lee & Associates and “The Shops at Palm Avenue” by Arnel Hopkins.
- February 2007 – The Redevelopment Agency authorized staff to negotiate and enter into an ENA with Arnel Hopkins.
- March 2008 – Arnel Hopkins withdrew from the project.
- April 2008 – The Redevelopment Agency directed staff to negotiate an ENA with the Imperial Beach Gateway team but, after several months of discussions, staff was unable reach an agreement with the developer.
- December 2008 – The Redevelopment Agency authorized staff to negotiate Purchase and Sale Agreements for the Redevelopment Agency’s acquisition of the North Island Credit Union and Miracle Shopping Center properties which comprised the Palm Avenue Properties and most of the Project Site.
- February 4, 2009 – The Redevelopment Agency entered into an agreement with Epic Land Solutions, Inc. for relocation services to relocate existing tenants at the Miracle Shopping Center.
- February 11, 2009 – The Redevelopment Agency completed the purchase of the Miracle Shopping Center property.
- February 13, 2009 – The Redevelopment Agency completed the purchase of the North Island Credit Union property.
- February 18, 2009 – The 3<sup>rd</sup> and last RFP was issued for development of the Palm Avenue Properties. The Redevelopment Agency authorized staff to issue another Request for Qualifications/Proposals for development of the Palm Avenue Properties.
- June 17, 2009 – The Redevelopment Agency approved the relocation plan for relocation of existing tenants from the Palm Avenue Properties.
- June 2009 – Epic Land Solutions and staff initiated relocation of the existing tenants from the Palm Avenue Properties.
- July 15, 2009 – The Redevelopment Agency authorized staff to negotiate an ENA with Sudberry Development Inc. for development of the proposed Project on the Palm Avenue Properties.
- September 23, 2009 – The Redevelopment Agency entered into an ENA with Sudberry.
- March 17, 2010, January 4, 2011, and June 1, 2011 – The ENA with Sudberry was amended by the parties.
- October 2011 – Demolition of the Miracle Shopping Center on the Palm Avenue Properties was initiated.
- December 14, 2011 – The City entered into a Disposition and Development Agreement (“DDA”) with Sudberry-Palm Avenue LLC (“Sudberry”) for development of the Palm Avenue Properties with the tax generating retail/commercial “Town Center” Project.

- May 2012 – Notice of Completion was recorded for demolition of the Miracle Shopping Center on the Palm Avenue Properties.
- January 17, 2013 – Quitclaim Deed was recorded transferring fee title of the Palm Avenue Properties from the City to the Successor Agency.

**Use or Disposition of the Property:** Pursuant to H&S Code Section 34191.5(c)(2) of the Dissolution Act, the two Palm Avenue Properties are proposed to be sold by the Successor Agency directly to a private third party developer, Sudberry-Palm Avenue LLC, a California limited liability company (“Sudberry”), pursuant to a proposed Purchase and Sale Agreement (“Agreement”) that will be considered for approval by the Successor Agency and the Oversight Board and submitted to the DOF for review concurrently with this Plan. The anticipated sale proceeds from the Successor Agency’s sale of the Palm Avenue Properties (in addition to certain City public rights-of-way to be vacated by the City) to Sudberry pursuant to the proposed Agreement in the amount of \$213,000 will be remitted after the Close of Escrow to the San Diego County Auditor-Controller’s Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act. The Palm Avenue Properties will be developed by Sudberry with a tax generating retail/commercial “Town Center” Project as described in the proposed Agreement.

In addition to the Successor Agency remitting the sale proceeds in the amount of \$213,000 to the San Diego County Auditor-Controller’s Office after the Close of Escrow for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act, any funds received by the Successor Agency pursuant to the Participant Component of the “Purchase Price” (as described above under “Estimated Revenues”), pursuant to a qualifying sale in accordance with the proposed Payment Agreement (attached to the proposed Agreement), will likewise be remitted to the San Diego County Auditor-Controller’s Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act.

The Palm Avenue Properties are located within the geographical area of the Palm Avenue/Commercial Redevelopment Project (“Project Area”). The sale, disposition, development, and use of the Palm Avenue Properties pursuant to the proposed Agreement complies with and furthers the goals and objectives of the Redevelopment Plan for the Project Area approved and adopted by the City Council of the City on February 6, 1996 by Ordinance No. 96-901, as subsequently amended (“Redevelopment Plan”) and also furthers municipal and other public purposes.

**APPRAISED VALUE OF PALM AVENUE PROPERTIES:**

An appraisal of the Palm Avenue Properties was conducted on behalf of the Successor Agency. A copy of the appraisal dated September 10, 2013 is attached to this Plan. The results of the appraisal, dated September 10, 2013, took into consideration the approved entitlements for the Palm Avenue Properties, the physical constraints of the Palm Avenue Properties, and the conditions upon which the Palm Avenue Properties could be developed in accordance with local and State laws, policies and procedures. Given this information, the Palm Avenue Properties were appraised collectively at a value of \$213,000. Specifically, due to the significant required on- and off- site improvement costs necessary to prepare the Palm Avenue Properties for development, together with the costs necessary to provide adequate access to the Palm Avenue Properties, the value of the Palm Avenue Properties “as is” is greatly reduced. It is clear from the appraisal that the Successor Agency disposing of the Palm Avenue Properties to Sudberry as the Purchaser under the proposed Agreement for \$213,000 would benefit not only the Successor Agency but also the State and other affected taxing entities as further detailed below, and is the best viable option for long-term economic benefits to all taxing entities.

Further, as indicated in the appraisal, San Diego County’s retail market is still experiencing the impact of the market recession. Although a few projects are moving forward, and retail and office rents remain soft. Additionally, as indicated in the appraisal, experts have agreed that San Diego County’s office market will likely continue at a slow pace over the next few years as recovery from the recession occurs. Therefore, it is a

tremendous benefit to the State and other affected taxing entities for the Successor Agency to sell the Palm Avenue Properties, which are currently vacant with no tax generation, to Sudberry, a ready and willing developer, for their immediate development into the economically productive "Town Center" Project as described in the proposed Agreement.

**FISCAL IMPACTS/ECONOMIC BENEFITS:**

In order to assess the economic benefits to be derived by the State and other taxing entities as a result of the proposed "Town Center" Project to be developed on the Palm Avenue Properties by Sudberry as described in the proposed Agreement, KMA carried out a detailed analysis of the "Town Center" Project. The analysis resulted in the following tax generation projections:

**Sudberry Develops "Town Center" Project Per Agreement**

	<b>State of California</b>	<b>County of San Diego</b>	<b>City of Imperial Beach</b>	<b>TransNet</b>	<b>K-14 School Districts</b>	<b>Total</b>
<b>Annual Sales Tax</b>	\$700,000	-	\$112,000	\$56,000	-	\$868,000
<b>Annual Property Tax</b>	-	\$32,000	\$26,000	-	\$63,000	\$121,000
<b>Total Annual Sales &amp; Property Tax</b>	<b>\$700,000</b>	<b>\$32,000</b>	<b>\$138,000</b>	<b>\$56,000</b>	<b>\$63,000</b>	<b>\$989,000</b>

It should be noted that the above table includes only the largest affected taxing entities and does not include those receiving less than 0.50% of the 1.0% property tax. According to the KMA analysis, if the "Town Center" Project is developed on the Palm Avenue Properties by Sudberry as the Purchaser under the terms of the proposed Agreement, the "Town Center" Project would have an overall assessed value of approximately \$12,290,000 and would generate estimated annual taxable sales of approximately \$11,196,000. This, in turn, would generate annual property tax of approximately \$121,000, with more than 50% (\$63,000) going to the South Bay Union, Sweetwater Union and Southwestern Community College Districts and would generate approximately \$868,000 of annual sales tax, with over 80% (\$700,000) going to the State.

Beyond the direct economic benefits of the Project, KMA also analyzed the potential impacts to employment if the "Town Center" Project is constructed on the Palm Avenue Properties under the terms of the proposed Agreement. Based upon this analysis, it is estimated that the development of the "Town Center" Project on the Palm Avenue Properties would create both short-term construction and long-term permanent employment opportunities as follows:

<b>Sudberry Develops "Town Center" Project Per Agreement</b>		
	<b>Direct Impacts of Construction</b>	<b>Total Impact of Construction Including Direct, Indirect and Induced Impacts</b>
<b>Economic Impacts of Construction:</b>  Economic Output Payroll Employment (during one year construction period)	\$12.5 million \$3.9 million 68 workers	\$17.0 million \$5.3 million 98 workers
<b>Permanent Employment:</b>  Project Description Employment @ Total Permanent Jobs (FTEs)	46,200 square feet of development 3.00 jobs/1,000 square feet 139 jobs	

A more detailed description and analysis of these employment impacts are attached to this Plan. Generally speaking, the analysis provided by KMA determined that, assuming a one-year construction period, the development of the "Town Center" Project on the Palm Avenue Properties under the terms of the proposed Agreement would generate approximately 68 construction jobs with another 30 construction-related positions for a total of 98 short-term jobs during construction. The analysis further determined that development of the "Town Center" Project on the Palm Avenue Properties under the terms of the proposed Agreement, consisting of approximately 46,200 square feet of commercial/retail development, would yield approximately 139 full-time jobs. It is also important to note that these employment impacts would create additional economic benefits to both the State and Federal governments in the form of income and other taxes. Additional analysis by KMA estimates the resulting State Income Tax generation during construction of the "Town Center" Project as follows:

#### Estimate of State Income Tax From Construction Employment

	Direct Construction	Indirect Construction	Total
Average Annual Construction Employment (person years)	56	12	68
Average Pay	\$52,000	\$83,000	
Total Income Tax Rate	\$2,910,000	\$968,000	\$3,878,000
California Income Tax Rate	9.3%	9.3%	9.3%
Number of Years to Construct	1.0 Year	1.0 Year	1.0 Year
<b>Total State Income Tax During Construction Period</b>	<b>\$271,000</b>	<b>\$90,000</b>	<b>\$361,000</b>

Additionally, beyond these economic benefits, at today's rates, the "Town Center" Project would also generate school fees in the estimated amount of \$22,236 to the Sweetwater Union High School District and in the estimated amount of \$6,930 to the South Bay Union School District.

Based upon this analysis, the State would receive the greatest benefit both during construction (approx. \$361,000 in State Income Tax) and during operation of the "Town Center" Project (approx. \$700,000 in annual retail Sales Tax). The State would also benefit from State Income Tax generated from the estimated 139 full-time workers employed at the new shopping center. These figures, however, have not been calculated.

**Seacoast Inn Property**  
**800 Seacoast Drive (APN 625-262-02)**

- Purpose:** To address the disposition and use of real properties of the former redevelopment agency
- Due:** No later than six (6) months following the issuance to the successor agency of the Finding of Completion
- Contents:** The Long Range Property Management Plan shall include an inventory of all properties in the trust. The inventory shall consist of all of the following information:
- 1) The date of the acquisition of the property and the value of the property at that time and an estimate of the current value of the property
  - 2) The purpose for which the property was acquired
  - 3) Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan
  - 4) An estimate of the current value of the parcel including, if available, any appraisal information
  - 5) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds
  - 6) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts
  - 7) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency
  - 8) A brief history of previous development proposals and activity, including the rental or lease of the property

The Long-Range Property Management Plan shall address the use or disposition of all of the properties in the trust. Permissible uses include the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:

- A. If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county
- B. If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in subparagraph A (above), the proceeds from the sale shall be distributed as property tax to the taxing entities

- C. Property shall not be transferred to a successor agency, city, county, or city and county, unless the long-range property management plan has been approved by the oversight board and the Department of Finance

**Property:** Seacoast Inn Property (Pier South Hotel): 800 Seacoast Drive (APN 625-262-02)

**Date of Acquisition:** March 9, 2011; Transferred to Successor Agency on December 28, 2012

**Value at Acquisition:** \$5,760,000

**Estimate of Current Value:** \$5,760,000 (this value is solely an estimate based on the appraisal dated October 15, 2010. Since the appraisal is over two years old, the value of the Seacoast Inn Property may likely have fluctuated).

**Purpose of Acquisition:** To facilitate/effectuate redevelopment of a dilapidated 38-room hotel/motel into a four-story, 78-room, full-service hotel and restaurant

**Parcel Data:**

**Property Address:** 800 Seacoast Drive, Imperial Beach, CA 91932

**Assessor Parcel No.** 625-262-02

**Lot Size:** 49,400 square feet (1.134 acres)

**Current Zoning:** C-2 Seacoast Commercial Zone (C/MU-2 per recent Zoning Amendment) per the City's Zoning Code, General Plan/Local Coastal Program and Sections 210 and 230 of the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project (Amendment No. 1). The Seacoast Inn Property is also subject to a Specific Plan & General Plan Amendment approved by the City Council on December 5, 2007 which specifies the development of the site as a full-service, four-story hotel with restaurant and conference facilities (Ordinance No. 2007-1060).

**Estimate of Current Value:** \$5,760,000 (this value is solely an estimate based on the appraisal dated October 15, 2010. Since the appraisal is over two years old, the value of the Seacoast Inn Property may likely have fluctuated).

**Appraisal Date:** October 15, 2010

**Estimated Revenues:** Per Disposition and Development Agreement dated December 16, 2010 – maximum of \$55.00 of lease revenue for 55-year term (\$1.00 per year) to Successor Agency over 55-years, and maximum of \$1.00 for sale of Seacoast Inn Property to Seacoast Inn or successor if the Option to purchase fee title of the Seacoast Inn Property is timely and properly exercised.

**Environmental Contamination History:**

**Studies Conducted:** Geotechnical, Soils Report and Site Assessment

**Remediation:** No contaminants identified, no remediation required

**Brownfield Status:** N/A

**Transit-Oriented Development Potential:** The Seacoast Inn Property is currently under construction and nearing completion. The Seacoast Inn Property is located on Seacoast Drive, the first main-street and prime transit corridor running parallel to the coast of the Pacific Ocean. The Seacoast Inn Property and the adjacent properties are zoned as Seacoast Commercial and Mixed-Use (C/MU-2) under the City's General Plan and Zoning Ordinance. Additionally, the San Diego Regional Association of Governments ("SANDAG") has designated the entire segment of Seacoast Drive within the C/MU-2 Zone as a "Mixed-Use Transit Corridor" on SANDAG's Smart Growth Concept Map. Bus stops are located throughout this corridor including one directly across the street and less than 70 feet from the newly-developed Hotel on the Seacoast Inn Property. As such, the Seacoast Inn Property easily meet the objectives of a transit-oriented development.

**Planning Objectives of the Successor Agency:** The planning objectives for the Seacoast Inn Property are contained in the City's Zoning Code, General Plan/Local Coastal Plan and the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project (Amendment No. 1). The Zoning, General Plan and Redevelopment Plan designation for this area is "C-2 Seacoast Commercial" which is intended to provide for land to meet the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area. It is intended that the dominant type of commercial activity in this area will be visitor serving retail such as specialty stores, surf shops, restaurants, hotels and motels. The use of the Seacoast Inn Property conforms in every respect with the C-2 Seacoast Commercial land use designation. Additionally, both the Economic Development Plan and the Five-Year Implementation Plans adopted by the Redevelopment Agency and now administered by the Successor Agency contain specific goals to increase visitor serving uses and promote recreation, hotel and resort oriented uses within the Seacoast Drive corridor.

**Development Proposal History of Seacoast Inn Property:**

- November 21, 2007 – The City Council approved the Development Agreement, Coastal Development Permit, Specific Plan and certified the Environmental Impact Report ("EIR") for the Hotel Project.
- December 5, 2007 – The City Council of the City conducted the Second Reading of the Ordinances approving the Development Agreement and Specific Plan.
- April 10, 2008 – Approval by the Coastal Commission (on appeal) of Coastal Development Permit A-6-IMB-07-131.
- December 11, 2008 – Approval by the Coastal Commission of revised findings for Coastal Development Permit A-6-IMB-07-131.
- September-October 2010 – Demolition of existing structures.
- December 1, 2010 – The Redevelopment Agency approved the Disposition and Development Agreement ("DDA") between the Redevelopment Agency and Imperial Coast, L.P. and Addendum to the EIR. The DDA was subsequently assigned by Imperial Coast, L.P. to its successor and related entity Seacoast Inn.
- December 16, 2010 – The Redevelopment Agency and Imperial Coast, L.P. executed the DDA.
- March 9, 2011 – The Seacoast Inn Property was acquired pursuant to the terms of the DDA.
- March 10, 2011 – The Ground Lease between the Redevelopment Agency and Seacoast Inn was executed pursuant to the terms of the DDA. Other closing documents required by the terms of the DDA were executed by the Redevelopment Agency and Seacoast Inn.
- March 28, 2011 – Construction of the Hotel Project commenced by Seacoast Inn.

**Use or Disposition of the Property:** Pursuant to H&S Code Section 34191.5(c)(2) of the Dissolution Act, the Seacoast Inn Property is being used to fulfill an enforceable obligation (including completion of the current development of a full-service beachfront hotel and appurtenant parking facilities (the "Hotel Project")) pursuant to a development agreement and a ground lease between the Redevelopment Agency and a third party developer/lessee, Seacoast Inn, L.P., a California limited partnership ("Seacoast Inn").

Specifically, the Seacoast Inn Property is the subject of that certain Disposition and Development Agreement ("DDA") dated December 16, 2010, and entered into by and between the Redevelopment Agency and Imperial Coast, L.P., a California limited partnership. The DDA was subsequently assigned to its successor and related entity Seacoast Inn. The DDA provides for (i) the Redevelopment Agency's acquisition of fee title of the Seacoast Inn Property and the Redevelopment Agency's subsequent ground lease of the Seacoast Inn Property to Seacoast Inn for its development of the Hotel Project, (ii) the payment by the Redevelopment Agency to Seacoast Inn for the cost of certain off-site Public Improvements and Plans, and (iii) the grant of an option to Seacoast Inn or its assignee to purchase fee title of the Seacoast Inn Property from the Redevelopment Agency (now the Successor Agency) for one dollar (\$1.00) upon the complete satisfaction of certain performance standards by Seacoast Inn or its assignee, in accordance with the terms of the DDA. Pursuant to the DDA, the Seacoast Inn Property has been ground leased to Seacoast Inn for one dollar (\$1.00) per year pursuant to the terms of a fifty-five (55) year term Ground Lease ("Ground Lease") dated March 15, 2011, and entered into by and between the Redevelopment Agency and Seacoast Inn.

The DDA and the Ground Lease, and all documents required by the DDA and the Ground Lease, constitute an enforceable obligation of the Redevelopment Agency (now the Successor Agency) pursuant to H&S Code Sections 34167(d) and 34171(d)(1) of the Dissolution Act. As of this date, the Hotel Project provided for under the DDA is nearing completion of construction. In accordance with both the DDA and the Ground Lease, Seacoast Inn has the option to purchase fee title of the Seacoast Inn Property from the Successor Agency for one dollar (\$1.00) after certain conditions precedent are fully and completely met.

In light of the above, the Seacoast Inn Property must be retained by the Successor Agency to fulfill an enforceable obligation pursuant to H&S Code Sections 34167(d) and 34171(d)(1) of the Dissolution Act. Specifically, the Successor Agency's retention of fee title of the Seacoast Inn Property is required pursuant to the terms of the DDA and the Ground Lease. At any time commencing upon completion of the Hotel Project and ending upon expiration of the term of the Ground Lease, Seacoast Inn may purchase fee title of the Seacoast Inn Property for one dollar (\$1.00) upon meeting certain conditions precedent.

The use of the Seacoast Inn Property for the purposes provided in the DDA and the Ground Lease constitute enforceable obligations as the Seacoast Inn Property is contractually obligated to Seacoast Inn, a private third party, through the underlying DDA that was executed on December 16, 2010. The Successor Agency intends, therefore, to honor the obligations and requirements of the DDA and all related documents executed by the Redevelopment Agency and continue to lease the Seacoast Inn Property to Seacoast Inn pursuant to the Ground Lease, provided for under the terms of the DDA, for one dollar (\$1.00) per year. Further, pursuant to the DDA, Ground Lease and related documents executed by the Redevelopment Agency, upon completion of the Hotel Project and ending upon expiration of the term of the Ground Lease, Seacoast Inn may purchase fee title of the Seacoast Inn Property from the Successor Agency for one dollar (\$1.00) upon meeting certain conditions precedent. If and when Seacoast Inn exercises this Option to purchase fee title of the Seacoast Inn Property and upon complete satisfaction of the conditions precedent, the Successor Agency similarly intends to honor the obligations and requirements of the DDA, Ground Lease and related documents executed by the Redevelopment Agency and sell the Seacoast Inn Property to Seacoast Inn or its successor.

**ATTACHMENTS:**

1. Purchase and Sale Agreement for Palm Avenue Properties
2. Quitclaim Deed – Conveyance of Palm Avenue Properties to Successor Agency

3. Appraisal of Palm Avenue Properties Dated September 10, 2013
4. Keyser Marston Associates, Inc.'s Fiscal Impact Analysis for Palm Avenue Properties
5. Disposition and Development Agreement dated December 16, 2010 for Seacoast Inn Property
6. Ground Lease dated March 15, 2011 per DDA for Seacoast Inn Property
7. Oversight Board Agenda Report for Plan – OB Meeting on October 9, 2013
8. Oversight Board Resolution No. OB-13-?? Approving Plan – OB Meeting on October 9, 2013