



A G E N D A

IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PLANNING COMMISSION PUBLIC FINANCING AUTHORITY



OCTOBER 5, 2011

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

CLOSED SESSION MEETING – 5:15 P.M.
REGULAR MEETING – 6:00 P.M.

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

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

CLOSED SESSION CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(b)(1) (1 case)

2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code §54956.9(c) (1 case)

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code §54957

Title: City Manager

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: Unimproved site of 1.15 acres with a paved Class I bike path, Imperial Beach, CA 91932, APN 616-021-10

Agency Negotiator: City Manager and City Attorney

Negotiating Parties: San Diego County Regional Airport Authority

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

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

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

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 (1.1-1.2)

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

City Manager's Recommendation: Present the Recycle All-Star award certificate, \$100 check, and other premiums to Eugene Bondoch.

1.2* PRESENTATION OF PROCLAMATION IN RECOGNITION OF FIRE PREVENTION MONTH. (0410-30)

*No Staff Report.

CONSENT CALENDAR (2.1-2.5) - All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.

2.1 MINUTES.

City Manager's Recommendation: Approve the minutes of the Regular City Council Meeting August 17, 2011 and the Special meeting of August 24, 2011.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 78957 through 79176 with the subtotal amount of \$1,757,455.12 and Payroll Checks 44138 through 44168 for the pay period ending 08/25/11, Payroll Checks 44169 through 44200 for pay period ending 09/08/11 and Payroll Checks 44201 through 44232 for pay period ending 09/22/11 for a subtotal amount of \$513,544.31, for a total amount of \$2,270,999.43.

2.3 RESOLUTION NO. 2011-7088 APPROVING THE FISCAL YEAR 2011-12 AND FISCAL YEAR 2012-13 SALARY AND COMPENSATION PLAN FOR ALL EMPLOYEES AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC AND THE IMPERIAL BEACH FIREFIGHTERS ASSOCIATION. (0520-75)

City Manager's Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2011-7087 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC. (0540-20)

City Manager's Recommendation: Adopt resolution.

2.5 ADOPT RESOLUTION NO. 2011-7089 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION LOCAL 4692. (0540-20)

City Manager's Recommendation: Adopt resolution.

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

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1-5.5)

5.1 CONSIDER FINAL APPROVAL OF THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ANNUAL REPORT AND AUTHORIZE THE LEVYING OF THE 2011/2012 FISCAL YEAR ASSESSMENT FOR THE DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989. (0465-20)

City Manager's Recommendation:

1. Declare public hearing open;
2. Receive public testimony;
3. Close public hearing; and
4. Adopt Resolution No. 2011-7096 approving the Report from the BID Advisory Board for FY 2010/2011 and the budget and proposed activities for FY 2011/2012 and levying the assessment for properties within the BID for FY 2011/2012.

5.2 HITZKE CONSULTING (APPLICANT)/AMERICAN LEGION POST, BARBARA JACOBS (PROPERTY OWNER); ADMINISTRATIVE COASTAL PERMIT (ACP 110016), CONDITIONAL USE PERMIT (CUP 110017), DESIGN REVIEW (DRC 110018), SITE PLAN REVIEW (110019), AND TENTATIVE PARCEL MAP (TPM 110020) FOR THE DEMOLITION OF A SINGLE FAMILY RESIDENCE, 6 ATTACHED RESIDENTIAL UNITS, AND AMERICAN LEGION POST, AND CONSTRUCTION OF A NEW MIXED-USE PROJECT THAT WOULD PROVIDE 30 RESIDENTIAL UNITS (29 AFFORDABLE UNITS, 1 MANAGER UNIT) AND 3,600 SQUARE FOOT AMERICAN LEGION POST AT 1252 1268 PALM AVENUE AND 655 FLORENCE STREET (APNS 626-242-09-00, 626-242-23-00, 626-242-24-00). MF 1072. (0640-20)

City Manager's Recommendation:

1. Declare the public hearing open and receive report;
2. Receive public testimony;
3. Close the public hearing; and
4. Adopt Resolution No. 2011-7098 approving Administrative Coastal Permit (110016), Conditional Use Permit (CUP 110017), Design Review Case (DRC 110018), Site Plan Review (SPR 110019), and Tentative Parcel Map (TPM 110020) which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

5.3 NUISANCE ABATEMENT – ADOPTION OF RESOLUTION NO. 2011-7097 FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 741 HICKORY COURT IS APPROPRIATE AND AUTHORIZING STAFF TO CONTINUE TO MONITOR THE PROPERTY FOR COMPLIANCE WITH THE IMPERIAL BEACH MUNICIPAL CODE, AND TO RECORD A NOTICE OF VIOLATION WITH THE OFFICE OF THE COUNTY RECORDER. (0470-20)

City Manager's Recommendation:

1. Declare the public hearing open and receive report;
2. Entertain any objections or protests;
3. Close the Public Hearing; and
4. Consider adoption of Resolution No. 2011-7097 finding and declaring the notice and order to eliminate substandard and public nuisance condition(s) is appropriate and authorizing staff to monitor the property for compliance with the Imperial Beach Municipal Code, and to record a Notice of Violation with the office of the County Recorder.

Continued on Next Page

PUBLIC HEARINGS (Continued)

5.4 RESOLUTION NO. 2011-7091 ABATEMENT OF SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S) AT 1257 EAST LANE. (0470-20)

City Manager's Recommendation:

1. Declare the public hearing open and receive report;
2. Entertain any objections or protests;
3. Close the Public Hearing; and
4. Consider adoption of Resolution No. 2011-7091 finding and declaring that the notice and order to eliminate substandard and public nuisance condition(s), regarding the property at 1257 East Lane is appropriate and assessing a \$500.00 administrative fee for nuisance abatement proceedings and \$12,600.00 in accrued civil penalties, and authorize staff to obtain an inspection warrant to determine conditions inside the property, and seek legal action to either compel the property owner to clean up the property or to obtain an abatement warrant to cause the abatement to be completed by city forces or private contract.

5.5 RESOLUTION NO. 2011-7094 REQUESTING ALLOCATION OF THE FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH THE COUNTY OF SAN DIEGO. (0650-34)

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive public comment;
3. Close the public hearing; and
4. Adopt Resolution No. 2011-7094 which approves the submittal of CDBG application for the 5th Street and Imperial Beach Boulevard Crosswalk Project and authorizes the City Manager to execute the appropriate agreement with the County of San Diego for the use of CDBG funds for the 5th Street and Imperial Beach Boulevard Crosswalk Project.

REPORTS (6.1-6.5)

6.1 QUARTERLY UPDATE REPORT ON THE REDEVELOPMENT OF THE SEACOAST INN HOTEL. (0660-43)

City Manager's Recommendation: Receive the update report on the Seacoast Inn project and provide comment and input as necessary.

6.2 RESOLUTION NO. 2011-7095 RATIFYING SCHOOL RESOURCE OFFICER CONTRACT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT. (0260-10)

City Manager's Recommendation: Adopt resolution.

6.3 RESOLUTION NO. 2011-7092 AWARDED TRAFFIC ENGINEER SERVICES CONTRACT TO KOA CORPORATION. (0750-05)

City Manager's Recommendation: Receive report and adopt resolution.

6.4 RESOLUTION 2011-7093 AWARDED SEWER ENGINEER SERVICES CONTRACT TO TRAN CONSULTING ENGINEERS. (0830-05)

City Manager's Recommendation: Receive report and adopt resolution.

6.5 PROCLAMATION FOR TIJUANA RIVER ACTION MONTH – OCTOBER 2011. (0410-30 & 0770-87)

City Manager's Recommendation: Receive report and issue Proclamation.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

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

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

/s/
Jacqueline M. Hald, MMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: 10/5/2011
ORIGINATING DEPT.: PUBLIC WORKS *Hof*
SUBJECT: RECYCLE ALL-STAR AWARD PRESENTATION

BACKGROUND:

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

DISCUSSION:

On 9/6/2011, City inspectors canvassed the 500-600 block of 12th St. in search of a Recycle All-Star. The following resident was selected as the Recycle All-Star for the month of October: Eugene Bondoch and Family.

The above resident has been notified of his/her award by telephone and letter and invited to accept the Recycle All-Star award at the 10/5/2011 City Council meeting.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Not a project as defined by CEQA.

FISCAL ANALYSIS:

None

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

DRAFT

MINUTES

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

AUGUST 17, 2011

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

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

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

ROLL CALL BY CITY CLERK

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

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

None.

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

None.

COMMUNICATIONS FROM CITY STAFF

PUBLIC SAFETY DIRECTOR CLARK introduced incoming Sheriff's Captain Roy Heringer.

PUBLIC COMMENT

MARCUS BOYD presented twenty-four (24) letters in support for medical marijuana dispensaries and he urged City Council to form a committee comprised of Imperial Beach residents, patients and key stakeholders to discuss how medical marijuana should be regulated in Imperial Beach.

ED SORRELS spoke in support for the publication of an Imperial Beach business phone directory.

ROBERT BRIANS questioned why staff took photos of residential backyards.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1 - 2.6)

COUNCILMEMBER BRAGG requested Item No. 2.3 be removed from the Consent Calendar for discussion.

MOTION BY BRAGG, SECOND BY KING, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1, 2.2 AND 2.4 THRU 2.6. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

2.1 MINUTES.

Approved the minutes of the Regular City Council Meetings of June 1, June 15 and July 6, 2011.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 78784 through 78870 with the subtotal amount of \$328,430.73 and Payroll Checks 44058 through 44094 for the pay period ending 07/28/11 with the subtotal amount of \$191,062.07 for a total amount of \$519,492.80.

2.4 RESOLUTION NO. 2011-7069 – AUTHORIZING AND RATIFYING THE CITY MANAGER’S EXECUTION OF AN AMENDED AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS REALLOCATING \$4.2 MILLION OF PUBLIC BEACH RESTORATION FUNDS FROM THE ARMY CORPS SILVER STRAND SHORELINE BEACH REPLENISHMENT PROJECT TO THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) REGIONAL BEACH SAND PROJECT (RBSP) II PROJECT. (0220-70)

Adopted resolution.

2.5 RATIFY MAYOR’S LETTER REGARDING ASSEMBLY BILL AB 1248. (0460-20)

Ratified the Mayor’s letter to Assembly Member Hueso and State Senator Vargas.

2.6 RESOLUTION NO. 2011-7073 – AFFIRMING CITY MANAGER’S PAYMENT TO ARRIETA CONSTRUCTION FOR AUTHORIZED SEWER INFRASTRUCTURE WORK PERFORMED AT THE DIRECTION OF THE PUBLIC WORKS DIRECTOR. (0830-10)

Adopted resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR

2.3 RESOLUTION NO. 2011-7071 – AUTHORIZING SALE OF SURPLUS SIGNS. (0380-45)

CITY MANAGER BROWN reported on the item.

COUNCILMEMBER BRAGG stated Candace Unger, a local resident, offered to help sell the street signs.

MOTION BY BRAGG, SECOND BY SPRIGGS, RESOLUTION NO. 2011-7071 – AUTHORIZING SALE OF SURPLUS SIGNS. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

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

3.1 ORDINANCE 2011-1122 – AMENDING IMPERIAL BEACH MUNICIPAL CODE CHAPTER 12.56 RELATING TO THE USE OF THE SKATEBOARD PARK. (0920-40 & 0920-95)

CITY MANAGER BROWN introduced the item.

COUNCILMEMBER SPRIGGS expressed concern about possible confusion and potential problems associated with using the word “dusk” as the closure time for the Skateboard Park.

CITY ATTORNEY LYON read into the record the following changes to Section 12.56.055(G) of Ordinance No. 2011-1122:

- On page 2, line 2, remove “or Dusk (which ever is earlier)”; and
- On page 2, line 4, remove “or Dusk (which ever comes earlier)”

MAYOR JANNEY called for the first reading of the title of Ordinance No. 2011-1122.

CITY CLERK HALD read the title of Ordinance No. 2011-1122, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING IMPERIAL BEACH MUNICIPAL CODE CHAPTER 12.56 RELATING TO USE OF SKATEBOARD PARK.”

MOTION BY KING, SECOND BY BRAGG, TO DISPENSE FIRST READING OF ORDINANCE NO. 2011-1122, SET THE MATTER FOR ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING OF SEPTEMBER 7, 2011, AND TO AMEND THE ORDINANCE AS STATED BY THE CITY ATTORNEY. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY**

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1 - 6.4)

6.1 UPDATE ON TIJUANA RIVER WATERSHED FROM THE INTERNATIONAL BOUNDARY AND WATER COMMISSION (IBWC). (0770-87)

CITY MANAGER BROWN introduced the item.

STEVE SMULLEN, Operations Manager for the IBWC, gave a Power Point presentation on the item.

MAYOR JANNEY spoke about sending letters to the appropriate agencies regarding the City’s position/concerns relating to Barrett Lake, Pump Station 1 (owned by CESPT), and the Recovery Team’s plan.

6.2 RESOLUTION NO. 2011-7068 – DECLARING THAT THE WEEDS, BRUSH, RUBBISH, AND REFUSE UPON OR IN FRONT OF PROPERTIES LOCATED AT 715 HOLLY AVENUE, 822 GEORGIA STREET, 642 CORVINA STREET, 1106 7TH STREET, AND 885 ENCINA AVENUE/902 9TH STREET CONSTITUTE A PUBLIC NUISANCE AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF AND SCHEDULE A WEED AND RUBBISH ABATEMENT PUBLIC HEARING TO HEAR OBJECTIONS ON SEPTEMBER 7, 2011. (0680-20)

CITY MANAGER BROWN introduced the item.

CODE ENFORCEMENT OFFICER GARCIAS gave a Power Point presentation on the item and noted that progress has been made in the cleanup of 642 Corvina Street.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2011-7068 – DECLARING THAT THE WEEDS, BRUSH, RUBBISH, AND REFUSE UPON OR IN FRONT OF PROPERTIES LOCATED AT 715 HOLLY AVENUE, 822 GEORGIA STREET, 642 CORVINA STREET, 1106 7TH STREET, AND 885 ENCINA AVENUE/902 9TH STREET CONSTITUTE A PUBLIC NUISANCE AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF AND SCHEDULE A WEED AND RUBBISH ABATEMENT PUBLIC HEARING TO HEAR OBJECTIONS ON SEPTEMBER 7, 2011. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY**

6.3 DUE PROCESS HEARING, TO WIT: CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – VETERANS PARK TOT-LOT RESURFACING PROJECT (CIP P03-50B) (0920-70)

The following items were submitted as Last Minute Agenda Information:

- a. Letter from Rafael Alzaga, Vice President, Play Smart Surfacing, Inc.
- b. 9 Photos
- c. Letter of recommendation from Rialto Unified School District.

CITY MANAGER BROWN introduced the item.

CITY ATTORNEY LYON stated documents submitted by the lowest value bidder were provided as Last Minute Agenda Information and she explained the procedure for the due process hearing.

PUBLIC WORKS DIRECTOR LEVIEN reported staff found the lowest value bidder (Play Smart Surfacing, Inc.) to be “nonresponsible” since the company acquired their contractor’s license two days prior to submitting their bid for the project and they were unable to provide references; he further stated that the company provided three (3) references yesterday however the work was performed by a business of a different name and that the projects were smaller in size.

RAFAEL ALZAGA, Vice President for Play Smart Surfacing, Inc., submitted five (5) additional reference letters for the record; he stated that although the company is new, he has many years of experience in managing similar projects; he responded to questions of City Council and stated that he is capable of completing the project, he will be using the same installers from his previous company; he spoke about the his workmanship and offered a five-year warranty.

City Council expressed support for not approving the resolution and providing Play Smart Surfacing, Inc. the opportunity to work on the project.

**MOTION BY JANNEY, SECOND BY KING, TO REJECT RESOLUTION NO. 2011-7070.
MOTION CARRIED BY THE FOLLOWING VOTE:**

AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

6.4 RESOLUTION NO. 2011-7072 – AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT - VETERANS PARK TOT-LOT RESURFACING PROJECT (CIP P03-50B) AND AUTHORIZING THE TRANSFER OF \$40,000 RISK MANAGEMENT FUNDS TO CIP P03-50B. (0920-70)

CITY MANAGER BROWN reported the item.

MOTION BY KING, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2011-7072 – AWARDING THE PUBLIC WORKS CONTRACT FOR THE VETERANS PARK TOT-LOT RESURFACING (P03-50B) TO PLAY SMART SURFACING, INC. AND AUTHORIZING THE TRANSFER OF \$40,000 RISK MANAGEMENT FUNDS TO CIP P03-50B. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 8:06 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk

DRAFT

MINUTES

IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PLANNING COMMISSION PUBLIC FINANCING AUTHORITY

AUGUST 24, 2011

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

SPECIAL MEETING - 5:00 P.M.

SPECIAL MEETING CALL TO ORDER

CITY CLERK HALD called the Special Meeting to order at 5:00 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Spriggs, Bragg, King
Councilmembers absent:	None
Mayor present:	Janney (arrived at 5:07 p.m.)
Mayor Pro Tem absent:	Bilbray
Staff present:	City Manager Brown; City Attorney Lyon; City Clerk Hald

CITY ATTORNEY LYON announced pursuant to Imperial Beach Municipal Code 2.12.080, in the absence of the Mayor and Mayor Pro Tem, the City Clerk calls the meeting to order and the remaining Councilmembers can elect a temporary presiding officer to run the meeting until the Mayor or Mayor Pro Tem arrives.

MOTION BY SPRIGGS, SECOND BY KING, TO ELECT COUNCILMEMBER BRAGG AS THE TEMPORARY PRESIDING OFFICER TO RUN THE MEETING UNTIL THE MAYOR ARRIVES. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: SPRIGGS, BRAGG, KING
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: JANNEY, BILBRAY**

PUBLIC COMMENTS

None.

REPORTS

- 1. RESOLUTION NO. R-11-265 IMPERIAL BEACH REDEVELOPMENT AGENCY REDUCING ITS ALLOCATION TO THE LOW AND MODERATE INCOME HOUSING FUND FOR THE 2011-12 FISCAL YEAR AND MAKING CERTAIN FINDINGS AND DETERMINATIONS. (0640-05)**

CITY MANAGER BROWN reported the State Legislature approved AB 26, eliminating redevelopment agencies and AB 27, allowing cities that desire to continue to operate their redevelopment agency to do so with a remittance payment to the State; if the Supreme Court rules that the laws are constitutional and the City is required to make a payment, the proposed resolution finds it necessary to use Housing funds for the payment; and under the remittance agreement it allows for the Agency to reimburse the City; and he announced a letter from Susan Tinsky, Executive Director for San Diego Housing Federation, was distributed as last minute agenda information.

MOTION BY BRAGG, SECOND BY KING, THAT THE CITY COUNCIL APPROVE THE REMITTANCE AGREEMENT. MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

MOTION BY KING, SECOND BY BRAGG, THAT THE REDEVELOPMENT AGENCY APPROVE THE REMITTANCE AGREEMENT. MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

MOTION BY KING, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. R-11-265 OF THE REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, REDUCING ITS ALLOCATION TO THE LOW AND MODERATE INCOME HOUSING FUND FOR THE 2011-12 FISCAL YEAR AND MAKING CERTAIN FINDINGS AND DETERMINATIONS. MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

2. RESOLUTION NO. R-11-266 TO APPROVE AND ADOPT AN ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (EOPS). (0640-05)

CITY MANAGER BROWN introduced the item.

CITY ATTORNEY LYON reported on the item.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. R-11-266 APPROVING AND ADOPTING AN ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (EOPS). MOTION CARRIED BY THE FOLLOWING VOTE:
AYES: COUNCILMEMBERS: JANNEY, SPRIGGS, BRAGG, KING
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 5:44 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: October 5, 2011
ORIGINATING DEPT.: Michael McGrane *md*
Finance Director
SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

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

Vendor	Check	Amount	Description
City of San Diego	78964	\$596,736.00	1 st Qtr FY2012 Metro Sewer System
SD County Sheriff	79118	\$466,461.96	July 2011 Law Enforcement Svcs

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
78957-78995	08/25/11	\$ 764,315.14
78996-78998	09/01/11	10,658.14
78999-79054	09/02/11	152,101.19
79055-79084	09/08/11	137,094.49
79085-79134	09/16/11	570,747.93
79135-79176	09/22/11	122,538.23
	Sub-Total	\$ <u>1,757,455.12</u>

PAYROLL CHECKS:

44138-44168	P.P.E. 08/25/11	\$ 169,112.99
44169-44200	P.P.E 09/08/11	\$ 168,559.62
44201-44232	P.P.E 09/22/11	\$ 175,871.70
		\$ <u>513,544.31</u>
	TOTAL	\$ <u>2,270,999.43</u>

FISCAL IMPACT:

Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Warrant Registers

PREPARED 09/29/2011, 12:49:58
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 08/25/2011 TO 09/22/2011

PAGE 1
 BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
08/25/2011	78957	A.E. CHARLES CONSTRUCTION	2306			1,000.00
248-1920-519.20-06	08/12/2011	C&G-1176 GEORGIA AVE	081211A	120248	02/2012	1,000.00
08/25/2011	78958	ADVANCED PROCESSING & IMAGING	2139			6,000.00
503-1923-419.20-26	08/01/2011	SEP 11-AUG 12 SOFTWARE	33291	120241	02/2012	6,000.00
08/25/2011	78959	AGRICULTURAL PEST CONTROL	123			95.00
101-6020-452.21-04	07/26/2011	JULY 2011	250402	120242	01/2012	95.00
08/25/2011	78960	ARRIETA CONSTRUCTION INC	267			9,213.67
601-5060-536.20-06	07/31/2011	JULY 2011	2011314	120225	01/2012	9,213.67
08/25/2011	78961	BOYCE INDUSTRIES INC	486			11,513.95
101-6040-454.30-02	08/02/2011	50' PRESSURE WASHER HOSE	54236	120017	02/2012	204.67
501-1921-419.28-16	08/02/2011	REG VOLTAGE	54237	120017	02/2012	96.92
101-6040-454.30-02	08/16/2011	TRIGGER GUN/PRS WASHER	54457	120017	02/2012	167.98
405-5030-433.50-04	08/16/2011	HOT WATER PRESSURE WASHER	54456	120114	02/2012	11,044.38
08/25/2011	78962	CASE POWER & EQUIPMENT	2379			250.91
501-1921-419.28-15	07/20/2011	OIL/FILTERS	A10275	120050	01/2012	250.91
08/25/2011	78963	CCAC	714			200.00
101-1020-411.28-04	08/17/2011	CORTEZ, NORA-WKSHP REG	2011 NUTS&BOLTS		02/2012	200.00
08/25/2011	78964	CITY OF SAN DIEGO	896			596,736.00
601-5060-436.21-04	07/27/2011	FY 2012 1ST QUARTER	1000033631		02/2012	596,736.00
08/25/2011	78965	COPY POST PRINTING	1371			405.52
101-1210-413.28-11	08/03/2011	LEAVE SLIP/OT RPT PRINTIN	21825		02/2012	405.52
08/25/2011	78966	CORODATA MEDIA STORAGE, INC.	2334			128.91
503-1923-419.20-06	07/31/2011	TAPE PICK UP SVCS 07/11	DS1245094	120105	01/2012	128.91
08/25/2011	78967	COUNTY OF SAN DIEGO	1055			3,043.20
101-3010-421.21-04	07/31/2011	JULY 2011 PARKING PENALTY	07/11		01/2012	3,043.20
08/25/2011	78968	COX COMMUNICATIONS	1073			125.89
101-6010-451.29-04	08/14/2011	08/13-09/12 3110015531401	09-02-2011	120188	02/2012	125.89
08/25/2011	78969	EAGLE NEWSPAPER	1204			265.00
101-1020-411.28-07	07/06/2011	PUBLIC HEARING NOTICE	65973	120219	01/2012	70.00
101-1020-411.28-07	07/13/2011	ORDINANCE POSTING	66096	120219	01/2012	95.00
101-1020-411.28-07	07/27/2011	LEGAL ADVERTISING	66369	120219	01/2012	100.00
08/25/2011	78970	ESGIL CORPORATION	1225			889.49
101-3040-424.20-16	07/31/2011	JULY 2011	08112659	120245	01/2012	889.49
08/25/2011	78971	FEDERAL EXPRESS CORP.	911			39.45
101-1130-412.28-09	08/05/2011	07/28/11-CINDY TITGEN	7-585-49108	120239	02/2012	39.45

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
08/25/2011	78972	GRAINGER	1051			547.56
601-5060-436.28-01	08/15/2011	PS9 DRIVE FANS	9611132680	120020	02/2012	156.46
101-6020-452.30-02	08/16/2011	GATORADE COOLER	9611958407	120020	02/2012	121.76
101-6020-452.30-02	08/16/2011	SPRAY PAINT	9611958415	120020	02/2012	69.95
101-1910-419.30-02	08/17/2011	LAMPS	9612784554	120020	02/2012	25.50
101-1910-419.28-01	06/08/2011	LAMPS	9556559699	120020	01/2012	173.89
08/25/2011	78973	HORIZON HEALTH EAP	90			415.83
101-1130-412.20-06	08/02/2011	AUGUST 2011	43172	120097	02/2012	415.83
08/25/2011	78974	JETER SYSTEMS	483			168.87
101-1210-413.30-01	07/29/2011	FILING FOLDERS/NUMBER STI	2833049	F12008	01/2012	168.87
08/25/2011	78975	DBA HOSE-CONNECT & TOOLS	2381			23.65
501-1921-419.28-16	08/22/2011	#117 TRUCK PARTS	1619		02/2012	23.65
08/25/2011	78976	KENNEY ROOFING	2087			21,760.00
248-1920-519.20-06	08/22/2011	C&G-1131 CONNECTICUT	08-22-2011	120200	02/2012	10,800.00
248-1920-519.20-06	08/22/2011	C&G-606 SPRUCE AVE	08-22-2011	120201	02/2012	10,960.00
08/25/2011	78977	KOA CORPORATION	611			3,870.20
210-1235-513.20-06	05/31/2011	IB BLVD/LOUDEN LN CRSWALK	JB04102X9	110660	12/2011	441.75
101-5000-532.20-06	07/31/2011	06/20-07/17/2011	JB14094X1	120250	01/2012	3,428.45
08/25/2011	78978	LANCE, SOLL & LUNGHARD LLP	716			10,000.00
101-1210-413.20-06	06/30/2011	2012 AUDIT ENGAGEMENT	1742	120234	01/2012	10,000.00
08/25/2011	78979	MCDUGAL LOVE ECKIS &	962			38,334.35
405-1260-413.20-01	07/31/2011	JULY 2011	07-31-2011		01/2012	8,594.76
101-5000-532.20-06	07/31/2011	JULY 2011	07-31-2011		01/2012	72.25
101-1220-413.20-01	07/31/2011	JULY 2011	07-31-2011		01/2012	4,238.78
101-1220-413.21-04	07/31/2011	JULY 2011	07-31-2011		01/2012	262.49
101-1220-413.21-04	07/31/2011	JULY 2011	07-31-2011		01/2012	2,709.43
101-1220-413.20-01	07/31/2011	JULY 2011	07-31-2011		01/2012	767.68
101-1220-413.20-01	07/31/2011	JULY 2011	07-31-2011		01/2012	470.42
101-1220-413.20-01	07/31/2011	JULY 2011	07-31-2011		01/2012	6,793.07
101-1220-413.20-01	07/31/2011	JULY 2011	07-31-2011		01/2012	3,026.87
101-1220-413.20-01	07/31/2011	JULY 2011	07-31-2011		01/2012	.20-
101-1220-413.21-04	07/31/2011	JULY 2011	07-31-2011		01/2012	3,171.80
101-1220-413.20-02	07/31/2011	JULY 2011 RETAINER	07-31-2011	120240	01/2012	8,227.00
08/25/2011	78980	PITNEY BOWES	1369			5,019.00
101-1920-419.28-09	08/07/2011	MAIL MACHINE POSTAGE	08-07-2011	120214	02/2012	5,019.00
08/25/2011	78981	PRAXAIR DISTRIBUTION INC	1652			285.92
501-1921-419.30-02	07/28/2011	VISOR/HEADGEAR/WIRE	40329871	120002	01/2012	119.79
501-1921-419.28-15	08/02/2011	PETROLEUM GAS FRKLIFT 103	40388941	120002	02/2012	36.99
101-3020-422.30-02	08/04/2011	BREATHING AIR	40402473	120002	02/2012	129.14
08/25/2011	78982	PROTECTION ONE	69			300.49
601-5060-436.20-23	06/21/2011	BATTERY	6813414	120086	01/2012	27.19

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
601-5060-436.20-23	06/21/2011	JULY 2011	83402781	120086	01/2012	273.30
08/25/2011	78983	PRUDENTIAL OVERALL SUPPLY	72			557.92
101-5020-432.25-03	07/27/2011	07/27/11 PW UNIFORMS	30197149	120092	01/2012	142.03
101-5020-432.25-03	08/03/2011	08/03/11 PW UNIFORMS	30198664	120092	02/2012	133.93
101-5020-432.25-03	08/10/2011	08/10/2011 PW UNIFORMS	30200227	120092	02/2012	149.03
101-5020-432.25-03	08/17/2011	08/17/11 PW UNIFORMS	30201713	120092	02/2012	132.93
08/25/2011	78984	SAN DIEGO GAS & ELECTRIC	1399			17,305.04
101-3020-422.27-01	08/09/2011	10087869371 06/30-08/01	08-25-2011		01/2012	38.73
101-1910-419.27-01	08/09/2011	10087869371 06/30-08/01	08-25-2011		01/2012	141.58
101-5010-431.27-01	08/09/2011	10088604389 06/28-07/28	08-25-2011		01/2012	52.22
101-3020-422.27-01	08/09/2011	19807697764 06/30-08/01	08-25-2011		01/2012	3,238.84
601-5060-436.27-01	08/09/2011	52635219238 06/28-07/28	08-25-2011		01/2012	10.00
101-6020-452.27-01	08/09/2011	56497714749 07/01-08/02	08-25-2011		01/2012	10.14
101-5010-431.27-01	08/09/2011	56497714749 07/01-08/01	08-25-2011		01/2012	7,452.40
101-5010-431.27-01	08/09/2011	85075178464 07/01-08/01	08-25-2011		01/2012	98.36
601-5060-436.27-01	08/09/2011	85075178464 06/02-08/02	08-25-2011		01/2012	93.65
101-6020-452.27-01	08/09/2011	85075178464 07/01-08/02	08-25-2011		01/2012	937.05
601-5060-436.27-01	08/09/2011	85417701270 07/01-08/02	08-25-2011		01/2012	4,332.62
101-5020-432.27-01	08/09/2011	91692992261 06/28-07/28	08-25-2011		01/2012	899.45
08/25/2011	78985	SANDPIPA	321			24,000.00
502-1922-419.20-07	07/14/2011	AUG 2011-JUL 2012 W/C CLA	WC2012-2	120233	01/2012	24,000.00
08/25/2011	78986	SCAN C/O CITY OF TORRANCE	2386			25.00
101-1020-411.28-12	07/25/2011	FY 2011/2012 MEMBERSHIP	2011/2012		02/2012	25.00
08/25/2011	78987	SHARP REES-STEALY MEDICAL CNTR	390			892.00
101-1130-412.21-04	08/13/2011	DAVIS, DONALD	239	120100	02/2012	39.00
101-1130-412.21-04	08/13/2011	GONZALEZ, JESUS ESTEBA	239	120100	02/2012	94.00
101-1130-412.21-04	08/13/2011	HANSEN, BRITTANY M	239	120100	02/2012	69.00
101-1130-412.21-04	08/13/2011	LANGE, TODD J	239	120100	02/2012	69.00
101-1130-412.21-04	08/13/2011	LANGE, TODD J	239	120100	02/2012	39.00
101-1130-412.21-04	08/13/2011	LANGE, TODD J	239	120100	02/2012	39.00
101-1130-412.21-04	08/13/2011	WRAIGHT, ADAM	239	120100	02/2012	69.00
101-1130-412.21-04	08/13/2011	ROBERTS, DEAN	239	120100	02/2012	220.00
101-1130-412.21-04	07/09/2011	HUBBARD, AARON	238	120100	01/2012	39.00
101-1130-412.21-04	07/09/2011	NELSON, GUY R	238	120100	01/2012	38.00
101-1130-412.21-04	07/09/2011	RACHER, JOCELYNE	238	120100	01/2012	69.00
101-1130-412.21-04	07/09/2011	SPENCER, STACY	238	120100	01/2012	39.00
101-1130-412.21-04	07/09/2011	SPENCER, STACY	328	120100	01/2012	69.00
08/25/2011	78988	STANDARD ELECTRONICS	504			90.00
101-1910-419.20-23	08/04/2011	JUL-SEP 2011	15704	120080	02/2012	90.00
08/25/2011	78989	TERRA BELLA NURSERY, INC.	1946			279.76
101-6020-452.30-02	08/05/2011	PLANTS	58081	120043	02/2012	120.68
101-6020-452.30-02	08/10/2011	PLANTS	58354	120043	02/2012	51.59
101-6020-452.30-02	07/28/2011	PLANTS	57610	120043	01/2012	107.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
08/25/2011	78990	TRANSWORLD SYSTEMS INC.	2160			668.74
101-1920-419.21-04	07/31/2011	JULY 2011	361684		01/2012	933.74
101-0000-321.72-10	07/31/2011	JULY 2011	361684		01/2012	265.00-
08/25/2011	78991	WAGE WORKS INC.	2210			97.25
101-1920-419.21-04	08/15/2011	AUGUST 2011	125AI0166924	120126	02/2012	97.25
08/25/2011	78992	WALKSANDIEGO	1551			8,328.40
101-5020-432.20-06	05/31/2011	MAY 2011	131-3	110859	12/2011	4,332.40
101-5020-432.20-06	06/30/2011	JUNE 2011	131-4	110859	12/2011	3,996.00
08/25/2011	78993	WEST GROUP CTR	826			120.36
101-1020-411.28-14	08/01/2011	JULY 2011	823232276	120204	02/2012	120.36
08/25/2011	78994	WHITE CAP CONSTRUCTION SUPPLY	1434			139.51
101-5010-431.30-02	07/11/2011	TRIPOXY INDUSTRIAL SPRAYR	15054320	120027	01/2012	96.96
101-1910-419.30-02	08/03/2011	CAULK/GATORADE	15055193	120027	02/2012	28.00
101-1910-419.30-02	08/08/2011	CAULK BRIGADE	15055363	120027	02/2012	14.55
08/25/2011	78995	XEROX CORPORATION	861			1,178.30
101-1920-419.20-17	08/01/2011	JULY 2011	056458115	120235	02/2012	924.15
101-1920-419.20-17	08/01/2011	JULY 2011	056512393	120235	02/2012	254.15
09/01/2011	78996	AT&T	2052			3,076.63
503-1923-419.27-04	08/20/2011	3372571583448	2601351		02/2012	355.01
503-1923-419.27-04	08/20/2011	3393431504727	2599742		02/2012	177.51
503-1923-419.27-04	08/20/2011	3393439371447	2602441		02/2012	177.51
503-1923-419.27-04	08/20/2011	3393442323406	2602750		02/2012	177.51
101-1110-412.27-04	08/15/2011	6194230314983	2588323		02/2012	85.71
101-5040-434.27-04	08/15/2011	6194231074813	2588324		02/2012	15.72
101-5040-434.27-04	08/15/2011	6194231675716	2588325		02/2012	15.72
601-5060-436.27-04	08/15/2011	6194232231359	2588326		02/2012	13.12
101-1210-413.27-04	08/17/2011	6194235034	2592252		02/2012	16.05
101-3020-422.27-04	08/17/2011	6194237246664	2591468		02/2012	53.72
101-3020-422.27-04	08/15/2011	6194238222636	2588327		02/2012	22.99
101-3020-422.27-04	08/15/2011	6194238225966	2588328		02/2012	243.30
101-1920-419.27-04	08/15/2011	6194238300966	2588329		02/2012	206.10
101-5020-432.27-04	08/15/2011	6194238311966	2588330		02/2012	316.12
101-3030-423.27-04	08/15/2011	6194238322966	2588331		02/2012	177.15
101-1130-412.27-04	08/15/2011	6194238617297	2588332		02/2012	68.06
503-1923-419.27-04	08/11/2011	6194243481712	2571350		02/2012	15.57
101-6030-453.27-04	08/11/2011	6194247077654	2571351		02/2012	77.39
101-3020-422.27-04	08/17/2011	6194247359125	2591469		02/2012	75.24
101-6010-451.27-04	08/22/2011	6195750336814	2603926		02/2012	16.09
101-3020-422.27-04	08/22/2011	6195750361567	2603927		02/2012	16.09
601-5060-436.27-04	08/17/2011	6195751351887	2592013		02/2012	14.32
101-1010-411.27-04	08/17/2011	6196281352138	2591470		02/2012	16.73
101-1230-413.27-04	08/17/2011	6196281356950	2591471		02/2012	164.38
101-3040-424.27-04	08/17/2011	6196281357370	2591472		02/2012	64.83

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-3070-427.27-04	08/17/2011		6196281359503	2591473	02/2012	44.35
101-1210-413.27-04	08/17/2011		6196281361675	2591474	02/2012	179.98
101-6010-451.27-04	08/17/2011		6196281385578	2591475	02/2012	55.55
101-3010-421.27-04	08/13/2011		6196281485966	2581021	02/2012	16.50
101-1920-419.27-04	08/17/2011		6196282018442	2591477	02/2012	.10
601-5060-436.27-04	08/15/2011		C602221236777	2588322	02/2012	198.21
09/01/2011	78997	DKC ASSOCIATES, INC.	2187			3,940.00
101-1110-412.20-06	08/25/2011		08/16-08/25/11	231	120117 02/2012	1,339.60
405-1260-413.20-06	08/25/2011		08/16-08/25/11	231	120117 02/2012	1,300.20
502-1922-419.20-06	08/25/2011		08/16-08/25/11	231	120117 02/2012	1,300.20
09/01/2011	78998	VERIZON WIRELESS	2317			3,641.51
101-5020-432.27-05	07/08/2011		06/09/2011-07/08/2011	0993050250	01/2012	323.40
101-3040-424.27-05	07/08/2011		06/09/2011-07/08/2011	0993050250	01/2012	.27
101-3020-422.27-05	07/08/2011		06/09/2011-07/08/2011	0993050250	01/2012	21.44
101-3030-423.27-05	07/08/2011		06/09/2011-07/08/2011	0993050250	01/2012	404.34
101-3070-427.27-05	07/08/2011		06/09/2011-07/08/2011	0993050250	01/2012	82.47-
101-1230-413.27-05	07/08/2011		06/09/2011-07/08/2011	0993050250	01/2012	14.57
503-1923-419.27-05	07/08/2011		06/09/2011-07/08/2011	0993050250	01/2012	178.20
503-1923-419.27-05	07/08/2011		06/09/2011-07/08/2011	0993050250	01/2012	996.60-
101-5020-432.27-05	08/08/2011		07/09/2011-08/08/2011	1001966029	02/2012	521.58
101-3040-424.27-05	08/08/2011		07/09/2011-08/08/2011	1001966029	02/2012	58.46
101-3020-422.27-05	08/08/2011		07/09/2011-08/08/2011	1001966029	02/2012	107.81
101-3030-423.27-05	08/08/2011		07/09/2011-08/08/2011	1001966029	02/2012	771.28
101-3070-427.27-05	08/08/2011		07/09/2011-08/08/2011	1001966029	02/2012	82.92
101-1230-413.27-05	08/08/2011		07/09/2011-08/08/2011	1001966029	02/2012	101.15
503-1923-419.27-05	08/08/2011		07/09/2011-08/08/2011	1001966029	02/2012	1,201.95
503-1923-419.27-05	08/08/2011		07/09/2011-08/08/2011	1001966029	02/2012	933.21
09/02/2011	78999	A.E. CHARLES CONSTRUCTION	2306			6,000.00
248-1920-519.20-06	08/12/2011		C&G-1176 GEORGIA AVE	081211B	120248 02/2012	6,000.00
09/02/2011	79000	AFLAC	120			1,069.56
101-0000-209.01-13	08/18/2011		PR AP PPE 08/11/2011	20110818	02/2012	534.78
101-0000-209.01-13	09/01/2011		PR PPE 08/25/2011	739378	03/2012	534.78
09/02/2011	79001	ALTERNATIVE ENERGY TECHNOLOGIE	1971			12,879.14
248-1920-519.20-06	08/29/2011		C&G-740 ONEONTA AVE	7023449CI	111367 02/2012	12,879.14
09/02/2011	79002	SOUTHCOAST HEATING & A/C	1554			470.00
101-1910-419.21-04	08/05/2011		JULY 2011 QUARTERLY MAINT	C46679	120082 02/2012	470.00
09/02/2011	79003	AT&T TELECONFERENCE SERVICES	1827			62.79
101-1110-412.28-04	08/01/2011		TELECONFERENCE RE REDEVEL	08-01-2011	F12010 02/2012	62.79
09/02/2011	79004	CALIF ELECTRIC SUPPLY	609			2,173.54
402-5000-532.20-06	08/03/2011		720/730 HWY 75-FACADE IMP	1069-626305	120293 02/2012	2,173.54
09/02/2011	79005	CALIFORNIA REDEVELOPMENT ASSO	658			3,820.00
405-1260-413.28-12	05/31/2011		AUG 11-JUL 12 AGENCY DUES	25980	01/2012	3,820.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
09/02/2011	79006	COLONIAL LIFE & ACCIDENT	941			266.88	
101-0000-209.01-13	08/18/2011	PR AP PPE 08/11/2011	20110818		02/2012	133.44	
101-0000-209.01-13	09/01/2011	PR PPE 08/25/2011	9498114-0802236		03/2012	133.44	
09/02/2011	79007	COOK CONSTRUCTION AND DESIGN,	2387			1,000.00	
248-1920-519.20-06	08/03/2011	C&G-898 5TH STREET	417	120255	02/2012	1,000.00	
09/02/2011	79008	CTE INC, CLARK TELECOM & ELECT	2316			5,779.73	
101-5020-532.20-06	07/08/2011	JULY 2011 ST LIGHT UPGRAD	00000891	110874	01/2012	525.43	
101-5020-532.20-06	08/11/2011	AUG 2011-ELM AVE LIGHTS	00000937	110874	02/2012	5,254.30	
09/02/2011	79009	D.A.R. CONTRACTORS	1122			347.00	
101-3050-425.20-06	08/01/2011	JULY 2011	0000729	120252	02/2012	347.00	
09/02/2011	79010	DELTA SOLAR ELECTRIC	2350			18,380.00	
248-1920-519.20-06	07/09/2011	C&G-792 7TH STREET	1233	111197	01/2012	18,380.00	
09/02/2011	79011	ENVIRO MATRIX ANALYTICAL INC	1691			475.00	
601-5050-436.21-04	08/03/2011	JULY 11-DRY WEATHER PROG	1080058	120231	02/2012	475.00	
09/02/2011	79012	ESGIL CORPORATION	1225			784.65	
101-3040-424.20-16	05/31/2011	PLAN CHECK	06112598	120244	01/2012	784.65	
09/02/2011	79013	EVELYN BUANGAN	892			180.54	
101-1210-413.28-04	08/24/2011	REIMBURSE PARKING FEES	08-24-2011		02/2012	5.00	
101-1210-413.28-04	08/25/2011	REIMBURSE PARKING FEES	000387552		02/2012	5.00	
101-1210-413.28-04	08/25/2011	REIMBURSE MILEAGE	09-01-2011		02/2012	170.54	
09/02/2011	79014	FASTENAL	909			263.95	
601-5060-436.30-22	08/02/2011	HACKSAW BLADES	CACHU25191	120019	02/2012	17.62	
101-6040-454.30-02	08/04/2011	SCREWS/HACKSAW BLADES	CACHU25213	120019	02/2012	101.21	
501-1921-419.30-02	08/05/2011	METAL CUTTING BLADES	CACHU25233	120019	02/2012	108.27	
501-1921-419.30-02	08/16/2011	GRINDING WHEELS	CACHU25302	120019	02/2012	36.85	
09/02/2011	79015	GEOSOILS, INC.	2368			470.00	
402-5000-532.20-06	08/09/2011	JULY 2011-	6802	111374	02/2012	470.00	
09/02/2011	79016	GREGORY HUGHES	2367			7,500.00	
248-1920-519.20-06	08/25/2011	C&G-822 CAROLINA ST	081103	120202	02/2012	7,500.00	
09/02/2011	79017	GROUND SERVICE TECHNOLOGY, INC	2255			104.00	
101-3020-422.30-02	07/29/2011	BLACK MOUNT SHELVES	22744	F12009	01/2012	104.00	
09/02/2011	79018	GTC SYSTEMS INC	1910			1,012.45	
503-1923-419.20-06	08/03/2011	SERVER UPGRADE-DISK	32022	120210	02/2012	1,012.45	
09/02/2011	79019	HELLO DIRECT INC	1708			415.53	
101-1210-413.28-09	08/04/2011	A/P HEADSET & LIFTER	HD01622361	120218	02/2012	7.80	
101-1210-413.30-02	08/04/2011	A/P HEADSET & LIFTER	HD01622361	120218	02/2012	407.73	

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09/02/2011	79020	HOWARD H. WAYNE JR.	2228			2,295.00
101-3030-423.30-02	08/10/2011	INSTALL RADIO SYSTEM	1200	110947	02/2012	1,530.00
101-3030-423.30-02	08/10/2011	RCS RADIO INSTALLATION	1201	110947	02/2012	765.00
09/02/2011	79021	I B FIREFIGHTERS ASSOCIATION	214			216.50
101-0000-209.01-08	09/01/2011	PR PPE 08/25/2011	20110901		03/2012	216.50
09/02/2011	79022	ICMA RETIREMENT TRUST 457	242			5,483.69
101-0000-209.01-10	09/01/2011	PR PPE 08/25/2011	20110901		03/2012	5,483.69
09/02/2011	79023	JOHN DEERE LANDSCAPES	1986			442.46
101-6040-454.30-02	08/03/2011	GRO-POWER	58805647	120040	02/2012	45.90
101-6020-452.30-02	08/09/2011	OIL	58870227	120040	02/2012	89.77
101-6020-452.30-02	08/18/2011	BASE UNIT CONTROL	58969455	120040	02/2012	306.79
09/02/2011	79024	KANE, BALLMER & BERKMAN	1828			2,606.75
101-1920-419.20-06	07/11/2011	JUNE 2011-REDEV ISSUES	16699	111163	01/2012	1,448.75
101-1920-419.20-06	08/09/2011	THRU 07/31/11 RDA ISSUES	17048	120297	02/2012	1,158.00
09/02/2011	79025	KENNEY ROOFING	2087			400.00
248-1920-519.20-06	08/22/2011	C&G-606 SPRUCE AVE	08-22-2011	120291	02/2012	400.00
09/02/2011	79026	KEYSER MARSTON ASSOC INC	620			900.01
101-5000-532.20-06	08/05/2011	JULY 2011-MIXED USE/AM LE	0024194	111162	02/2012	515.63
245-1240-513.20-06	08/05/2011	JULY 2011-MIXED USE/AM LE	0024194	111162	02/2012	384.38
09/02/2011	79027	KOA CORPORATION	611			3,811.43
405-1260-513.20-06	07/31/2011	JULY 2011-ECO BIKEWAY	JA64F9XX32	090735	01/2012	2,551.43
402-5000-532.20-06	07/31/2011	06/20-07/17/11-IB AS NEED	J99475XX79	120294	01/2012	1,260.00
09/02/2011	79028	MOBILE HOME ACCEPTANCE CORPORA	1533			296.31
408-5020-432.25-01	08/24/2011	09/07-10/06/11	160551	120205	02/2012	296.31
09/02/2011	79029	NASLAND ENGINEERING	1656			1,600.00
402-5000-532.20-06	08/15/2011	TO 08/15/11 9TH/PALM AVE	90908	111165	02/2012	800.00
405-1260-513.20-06	07/31/2011	JULY 2011-DATE ST END	90867	090544	01/2012	445.00
402-5000-532.20-06	07/31/2011	9TH/PALM-JULY 2011	90868		01/2012	355.00
09/02/2011	79030	NEXUS IS, INC.	2371			2,276.30
503-1923-419.20-06	08/17/2011	VIRUS PROTECTION SOFTWARE	DS0016934NG	120107	02/2012	2,276.30
09/02/2011	79031	OFFICE DEPOT, INC	1262			862.77
101-1010-411.29-04	08/09/2011	SPOONS/BOWLS/PLATES/DIVDR	574338044001	120001	02/2012	105.47
101-5020-432.30-01	08/10/2011	WIRELESS MOUSE-PW INSP	1373647604	120001	02/2012	40.93
101-1210-413.30-01	08/10/2011	COPY PAPER/FOLDERS	574464971001	120001	02/2012	26.00
101-3070-427.28-11	08/08/2011	GUEVARRA, S BUSINESS CRDS	574283108001	120001	02/2012	36.82
101-5020-432.30-01	08/12/2011	NOTEPADS	574931221001	120001	02/2012	8.74
101-1110-412.30-02	08/18/2011	MISC OFFICE SUPPLIES	575555163001	120001	02/2012	39.98
101-1130-412.30-02	08/18/2011	MISC OFFICE SUPPLIES	575555163001	120001	02/2012	26.96

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101-3020-422.30-01	08/19/2011	MISC OFFICE SUPPLIES	575834542001	120001 02/2012 52.01
101-3020-422.30-01	08/19/2011	LEGAL PADS	575834636001	120001 02/2012 17.65
101-5020-432.30-01	08/16/2011	CARD, OD, MATTE	575232372001	120001 02/2012 10.06
101-3040-424.28-11	08/18/2011	BUSINESS CRDS-GUEVARA,S	575700649001	120001 02/2012 36.82
101-3020-422.30-01	08/11/2011	PENCILS	574600841001	120001 02/2012 6.99
101-3020-422.30-01	08/11/2011	MISC OFFICE SUPPLIES	574600858001	120001 02/2012 349.54
101-1210-413.30-01	08/23/2011	FILING FOLDERS/LABELS	576162711001	120001 02/2012 31.16
101-1130-412.28-11	08/25/2011	LANE,JOSH-BUSINESS CARDS	575568012001	120001 02/2012 36.82
101-3020-422.30-01	08/25/2011	ROBERTS,DEAN BUSINESS CRD	575573000001	120001 02/2012 36.82
09/02/2011	79032	ONE SOURCE DISTRIBUTORS	1071	1,433.25
101-6040-454.28-01	08/11/2011	HPS BELOW GRAD FIXTURE	S3555650.001	12/2011 1,299.45
101-1910-419.30-02	08/11/2011	AIPHONE LE-D DOOR STATION	S3589363.001	120023 02/2012 50.64
101-6040-454.30-02	08/17/2011	HPS LAMP -CASEQ	S3593955.001	120023 02/2012 83.16
09/02/2011	79033	PADRE JANITORIAL SUPPLIES	1430	896.34
101-1910-419.30-02	08/08/2011	JANITORIAL SUPPLIES	318664	120034 02/2012 449.58
101-6040-454.30-02	08/22/2011	JANITORIAL SUPPLIES	319250	120034 02/2012 131.11
101-1910-419.30-02	06/22/2011	JANITORIAL SUPPLIES	317183	120034 01/2012 315.65
09/02/2011	79034	QUALITY CODE PUBLISHING, LLC	1955	2,135.60
101-1020-411.21-04	08/08/2011	IB MUNI CODE SUPPLMNT	2011-290	120243 02/2012 2,135.60
09/02/2011	79035	RANCHO AUTO & TRUCK PARTS	1685	694.62
501-1921-419.28-15	08/03/2011	MOTOR OIL	7693-85747	120028 02/2012 32.20
501-1921-419.28-16	08/04/2011	OIL FILTERS	7693-85812	120028 02/2012 16.82
501-1921-419.28-16	08/04/2011	MOTOR OIL/MET PADS	7693-85818	120028 02/2012 74.27
501-1921-419.28-16	08/10/2011	#606-BRAKE SHOES	7693-86560	120028 02/2012 66.93
501-1921-419.28-16	08/11/2011	#624 MODULE ASSEMBLY	7693-86747	120028 02/2012 255.70
501-1921-419.28-16	08/11/2011	OIL FILTERS	7693-89705	120028 02/2012 17.22
501-1921-419.30-02	08/15/2011	#606 RUBBERIZED UNDERCOAT	7693-87181	120028 02/2012 12.51
501-1921-419.28-16	08/18/2011	COPPPER PLUS SPRK PLG	7693-87608	120028 02/2012 18.88
501-1921-419.28-16	08/18/2011	OIL FILTERS/CABLE	7693-87609	120028 02/2012 33.95
501-1921-419.28-16	08/25/2011	#147 WATER PUMP	7693-88489	120028 02/2012 146.40
501-1921-419.28-16	08/25/2011	STOCK	7693-88502	120028 02/2012 19.74
09/02/2011	79036	RECON ENVIROMENTAL, INC.	2300	4,787.00
409-1230-519.20-06	07/14/2011	BIKWY VILLAGE-THRU 7/8/11	43639	110731 01/2012 4,787.00
09/02/2011	79037	RODRIGO RODRIGUEZ	2067	3,200.00
248-1920-519.20-06	06/20/2011	C&G-606 SPRUCE ST	062111	120192 01/2012 3,200.00
09/02/2011	79038	SAN DIEGO COUNTY - ASSESSOR	264	358.78
101-5020-432.28-11	08/22/2011	ANNUAL ASSMNT ROLL	12391	02/2012 191.89
101-1230-413.20-06	08/22/2011	ANNUAL ASSMNT ROLL	12391	02/2012 166.89
09/02/2011	79039	SEA BREEZE ELECTRIC	1969	3,675.00
402-5000-532.20-06	08/01/2011	720 730 HWY 75-FACADE IMP	741	120254 02/2012 3,675.00
09/02/2011	79040	SEIU LOCAL 221	1821	1,559.52
101-0000-209.01-08	09/01/2011	PR PPE 08/25/2011	20110901	03/2012 1,559.52

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
09/02/2011	79041	SKS INC.	412	9,384.40
501-1921-419.28-15	08/18/2011	1090.5G REG/379 G DIESEL	1242218-IN	120058 02/2012 5,215.30
501-1921-419.28-15	08/25/2011	1152 G REG FUEL	1242370-IN	120058 02/2012 4,169.10
09/02/2011	79042	SOUTH BAY COMMUNITY SVCS	472	5,423.54
248-1920-519.20-06	07/11/2011	CASA ESTABLE	12	081176 01/2012 5,423.54
09/02/2011	79043	SPARKLETTS	2341	21.86
101-1210-413.30-01	08/27/2011	AUG 2011 WATER DELIVERY	10552239 082711	120127 02/2012 21.86
09/02/2011	79044	SPRINT	2040	300.82
101-3030-423.30-02	08/15/2011	LG AIRAVE UNIT	699898810-045	F12011 02/2012 150.85
101-3020-422.27-05	08/29/2011	07/26/2011-08/25/2011	594768811-045	02/2012 149.97
09/02/2011	79045	STANFORD SIGN & AWNING	1532	3,360.00
402-5000-532.20-06	08/04/2011	IB PIER-FACADE IMPRVMNTS	11217	120292 02/2012 2,100.00
402-5000-532.20-06	06/30/2011	20 730 HWY 75-FACADE IMPR	11167	111282 13/2011 1,260.00
09/02/2011	79046	THOMAS SANTOS	2209	20.00
101-3020-422.28-04	06/08/2011	REIMBURSE LUNCHEON MEETIN	06-08-2011	02/2012 20.00
09/02/2011	79047	WALKSANDIEGO	1551	8,792.80
101-5020-432.20-06	08/29/2011	APRIL 2011 ENVRNMNTL GRNT	2	02/2012 1,556.00
101-5020-432.20-06	08/29/2011	COMMITTEE FORMAITON/TRNG	1	02/2012 4,800.00
101-5020-432.20-06	07/31/2011	JULY 2011	131-5	110859 01/2012 2,436.80
09/02/2011	79048	WAXIE SANITARY SUPPLY	802	585.07
101-6040-454.30-02	08/18/2011	JANITORIAL SUPPLIES	72806825	120025 02/2012 585.07
09/02/2011	79049	WHITE CAP CONSTRUCTION SUPPLY	1434	86.39
101-1910-419.30-02	08/10/2011	CAULK BRIGADE	15055472	120027 02/2012 19.40
101-1910-419.30-02	08/04/2011	CAULK	15055281	120027 02/2012 19.40
101-1910-419.30-02	08/29/2011	OPEN CELL BACKER ROD	15056058	120027 02/2012 47.59
<i>VOIDED CHECKS 79050-79053</i>				
09/02/2011	79054	U.S. BANK	1873	20,740.22
101-1920-419.21-04	05/12/2011	05/12-06/11/2011 AUTO ATT	23868	120139 01/2012 300.00
101-1920-419.21-04	06/01/2011	06/12-07/11/2011 AUTO ATT	24031	120139 01/2012 300.00
101-1130-412.21-04	06/14/2011	EMPLOYMENT EXAM-FIRE ENGR	110126	120139 01/2012 400.00
101-1010-411.28-04	06/29/2011	06/29/11 COUNCIL DINNER	032791	120139 01/2012 57.00
101-1210-413.28-12	06/07/2011	BUANGAN, E-GFOA MEMBERSHIP	0164001	120158 01/2012 225.00
101-1210-413.28-12	06/27/2011	BUANGAN, E-CMTA MEMBERSHIP	2610751	120158 01/2012 155.00
101-6040-454.30-02	06/23/2011	EYE BOLTS	036434/1560295	120171 01/2012 6.39
101-6040-454.30-02	06/27/2011	WATER FLEX LINE/PAINT BRU	054374/7560895	120171 01/2012 34.14
101-1010-411.28-04	07/06/2011	07/06/11 COUNCIL DINNER	07-06/2011	120139 01/2012 50.60
101-1010-411.28-04	07/07/2011	SPRIGGS, E-2011 CONFERENCE	07-07-2011	120139 01/2012 525.00
101-1010-411.30-02	07/10/2011	E-NEWSPAPER	07-10-2011	120139 01/2012 7.92
101-6040-454.30-02	07/05/2011	SILICONE	044615/9570825	120171 01/2012 12.87
101-1910-419.30-02	07/11/2011	FLOOR CLEANER/SCREWS	009743/3562679	120171 01/2012 17.20
101-6040-454.30-02	07/11/2011	FLOOR CLEANER/SCREWS	009743/3562679	120171 01/2012 22.47

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-5010-431.30-02	04/14/2011	SAFETY VESTS/GLASSES	FF33220	120178	01/2012	162.30
101-6040-454.30-02	06/23/2011	VEHICLE & ACCESS KEYS	072603	120172	01/2012	180.53
101-6040-454.30-02	06/27/2011	BIO-D GRAFFITI REMOVER	16242	120172	01/2012	231.27
101-5010-431.30-02	06/21/2011	BANNER FABRIC	016758	120178	01/2012	79.02
101-6020-452.30-02	06/22/2011	PORTI POTTY HOSES	036913	120182	01/2012	20.85
501-1921-419.28-16	06/27/2011	#694 HYDRAULIC HOSE	C42706-001	120182	01/2012	94.18
501-1921-419.30-02	06/28/2011	SHOP SUPPLIES	062926/6561101	120182	01/2012	49.93
501-1921-419.28-16	06/29/2011	E239-ALTERNATOR	12-010272	120182	01/2012	141.32
101-6040-454.30-02	07/01/2011	FOAMER QUICK DISCONNECT	29207	120172	01/2012	68.23
101-6040-454.30-02	07/11/2011	EZ REACHERS	06699639-00	120172	01/2012	180.94
101-6040-454.30-02	07/12/2011	DISINFECTANT/SOAP/TISSUE	317865	120172	01/2012	422.04
101-6040-454.30-02	07/14/2011	BEE REMOVAL	2313	120172	01/2012	275.00
601-5060-436.30-02	07/06/2011	CASAS, M-SAFETY BOOTS	021073	120177	01/2012	131.57
101-5010-431.25-02	07/08/2011	ASPHALT PLANER RENTAL	R06979	120178	01/2012	294.38
101-5010-431.30-02	07/14/2011	GROMMET KIT	013944/0120167	120178	01/2012	8.58
101-1110-412.29-04	06/17/2011	AUTO ATTENDANT	24197	120148	01/2012	159.38
101-6040-454.30-02	06/30/2011	27G STEEL LINERS	S10458S	120174	01/2012	436.41
101-1110-412.29-04	07/19/2011	WEBSITE PHOTOS	14566927	120148	01/2012	39.50
101-1010-411.29-04	07/20/2011	AUTO ATTENDANT	042726	120148	01/2012	45.24
101-3030-423.30-02	07/05/2011	EMERGENCY LIGHT MOUNTS-LG	31990	120157	01/2012	125.01
101-3030-423.30-02	07/05/2011	SUNSCREEN	396749	120157	01/2012	264.00
101-3030-423.30-02	07/06/2011	OFFICE FAN	091758/8591936	120157	01/2012	64.61
101-3030-423.30-02	07/07/2011	RETURN POSTAGE	055547	120157	01/2012	6.90
101-3030-423.30-02	07/08/2011	RADIO BRACKET/PLATE	67987	120157	01/2012	58.35
101-3030-423.30-02	07/11/2011	LG TRUCK TOW RECEIVER	I-7378	120157	01/2012	33.94
101-3030-423.30-02	07/11/2011	CREDIT-TRK EMERGENCY LIGH	31990-1	120157	01/2012	89.76-
101-3030-423.30-02	07/12/2011	PRINTER TONER	1762	120157	01/2012	124.92
101-3035-423.28-04	07/18/2011	JG WATER PARK ENTRY FEES	045155111994547	120157	01/2012	1,339.33
101-6040-454.30-02	07/06/2011	SAFETY GLASSES/GLOVES	045264/8592022	120174	01/2012	87.79
101-6040-454.30-02	07/10/2011	SCRUBBER/HANDLE/SPR BOTTL	011479/4592505	120174	01/2012	21.80
101-3030-423.30-02	06/24/2011	KEY BOUYS FOR LG KEYS	22322	120156	01/2012	47.22
101-3030-423.30-02	06/26/2011	REFUND-AMAZON PRIME	06-26-2011	120156	01/2012	72.68-
101-3035-423.30-02	06/27/2011	JG AIRHORNS	050192	120156	01/2012	55.43
101-3030-423.30-02	06/27/2011	BED LINER 603	63811	120156	01/2012	575.00
101-3030-423.28-01	06/27/2011	PRKG BOLLARD FIBERGLASSIN	844433	120156	01/2012	70.00
101-3030-423.28-01	06/28/2011	BATTERIES/HOOKS/HINGES	052815/6124440	120156	01/2012	42.30
101-3030-423.28-01	06/28/2011	BEACH TOWER HINGES	6609	120156	01/2012	17.55
101-3030-423.30-02	07/05/2011	BOLLARD MATERIAL	005828/9023449	120156	01/2012	17.60
101-3030-423.30-02	07/05/2011	TOWER CHAIRS	1733-7030	120156	01/2012	536.60
101-3030-423.28-01	07/06/2011	GARAGE VAC PLUG SPARE	039393/8581068	120156	01/2012	20.36
101-3030-423.30-02	07/07/2011	MEDICAL SUPPLIES	570821	120156	01/2012	57.10
101-3030-423.30-02	07/13/2011	DISPATCH RADIO	F323242000016	120156	01/2012	95.88
101-3030-423.25-03	07/13/2011	ALVAREZ, O-SUNGLASSES	INV077205	120156	01/2012	90.00
101-3030-423.30-02	07/13/2011	LG SHOWER-SHAMPOO	000815	120156	01/2012	10.76
101-3030-423.30-02	07/13/2011	LAUNDRY SOAP/HAND SOAP	073772	120156	01/2012	50.61
101-3030-423.30-02	07/18/2011	JANITORIAL SUPPLIES	318042	120156	01/2012	91.74
248-1920-519.20-06	06/28/2011	C&G-APP INVESTIGATION	201133371	120132	01/2012	9.95
101-1230-413.28-04	06/29/2011	WADE, G-LUNCH MEETING	355582978	120133	01/2012	33.71
101-1110-412.29-04	06/23/2011	BROWN, G-LUNCH MEETING	025945	120141	01/2012	83.42
101-6030-453.30-02	06/26/2011	COFFEE MAKER-SENIOR CTR	2-1177-0203-007	120145	01/2012	23.91

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101-6040-454.30-02	06/24/2011	LAWN AERATOR RENTAL	94081686-001	120173	01/2012	406.80
101-6040-454.30-02	06/24/2011	CREDIT FOR OVERCHARGE	94081686-002	120173	01/2012	135.60-
101-6010-451.30-02	07/06/2011	SNACKS	226368368	120140	01/2012	277.98
101-6010-451.30-02	07/06/2011	CREDIT	57313	120140	01/2012	21.27-
101-6010-451.30-02	07/18/2011	SNACKS	227138818	120140	01/2012	375.53
101-1010-411.28-04	07/18/2011	BRAGG,L-2011 LEAGUE CONF	2011	120141	01/2012	525.00
101-3035-423.30-02	07/14/2011	JG SPONSOR BANNERS	5440	120155	01/2012	120.71
101-3030-423.28-04	07/18/2011	CPR INSTRUCTOR MATERIAL	52339230	120155	01/2012	503.25
601-5050-436.30-02	06/30/2011	LAPTOP X STRAP	61183941	120169	01/2012	38.05
101-5010-431.30-02	06/22/2011	KEY COPIES	002391	120179	01/2012	25.00
101-1010-411.28-04	07/18/2011	KING,J-LUNCH MTG RE TOWN	081448	120144	01/2012	49.44
101-3020-422.30-02	07/14/2011	STATION SUPPLIES	091703	120152	01/2012	130.41
101-3020-422.30-02	07/18/2011	STATION SUPPLIES	056428	120152	01/2012	68.54
101-5020-432.30-01	07/07/2011	GREEN PAPER	4320718	120169	01/2012	55.58
101-5040-434.28-13	07/08/2011	MANIFEST FEES-CAL EPA NO	07-08-2011	120169	01/2012	230.00
601-5050-436.30-02	07/13/2011	NELSON,G-WORK BOOTS	029580	120169	01/2012	132.12
601-5060-436.30-02	07/13/2011	PS2 RAIL REPAIR	046600/1572100	120176	01/2012	33.10
101-3030-423.28-04	04/05/2011	CPR CARDS	CCAC032611	120154	01/2012	72.00
101-3030-423.28-04	06/07/2011	CPR CARDS	CCAC041611	120154	01/2012	42.00
101-3030-423.28-04	06/10/2011	CPR CARDS	CCAC052111	120154	01/2012	78.00
101-3030-423.30-02	06/21/2011	LG TRUCK LOGOS	1314	120154	01/2012	185.96
101-3030-423.28-04	06/26/2011	CPR CARDS	CCAC032611	120154	01/2012	176.00
503-1923-419.28-04	06/30/2011	LOPEZ,H-FOOD WORK LATE	020445	120159	01/2012	2.38
405-5030-433.30-02	06/21/2011	RUST REMOVER	16236	120167	01/2012	249.84
405-5030-433.30-02	06/30/2011	GRAFFITI SUPPLIES	004767/4193446	120167	01/2012	193.42
101-3030-423.30-02	07/08/2011	JG PAPER	0857	120154	01/2012	15.08
503-1923-419.30-22	07/06/2011	LAPTOP REPAIR	GFQ317-01	120159	01/2012	52.80
503-1923-419.30-22	07/14/2011	PHONE CHARGER	34335707	120159	01/2012	6.78
101-6020-452.30-02	07/05/2011	PAINT PROJECT-SPORTS PK	071150/9194414	120167	01/2012	47.69
101-6020-452.30-02	07/18/2011	PAINT/CLEANER-SPORTS PK	025078/6120383	120167	01/2012	91.04
501-1921-419.29-04	07/08/2011	CAR WASH	029794	120170	01/2012	10.99
101-6020-452.28-01	06/27/2011	PAINT PLAYGROUND	035631/7585426	120165	01/2012	75.97
101-1910-419.21-04	06/27/2011	BEE REMOVAL	2282	120165	01/2012	275.00
405-5030-433.30-02	06/28/2011	GRAFFITI PAINT	014059/6590880	120165	01/2012	82.95
101-1910-419.30-02	06/29/2011	LANDSCAPE PLANTS	023961/5193116	120165	01/2012	58.46
101-3035-423.28-04	07/01/2011	JG ICE CREAM-END OF SESSI	563419	120153	01/2012	153.00
101-3035-423.28-04	07/08/2011	JG ICE CREAM-END OF SESSI	563417	120153	01/2012	100.00
101-3030-423.28-04	07/13/2011	CPR INSTRUCTOR MATERIALS	2031065	120153	01/2012	182.95
101-3030-423.28-04	07/14/2011	CPR INSTRUCTOR MATERIALS	5203468	120153	01/2012	150.00
101-3030-423.28-04	07/15/2011	CPR INSTRUCTOR MATERIALS	5203913	120153	01/2012	30.00
101-6020-452.30-02	07/07/2011	PARK SIGN PAINT	067542/7124975	120165	01/2012	56.94
101-6020-452.30-02	07/08/2011	GATE CAPS	259747	120165	01/2012	26.97
101-1910-419.28-01	07/14/2011	POWER COATING	103376	120165	01/2012	650.00
101-1910-419.28-01	07/15/2011	SIGN LETTERS	103689	120165	01/2012	258.60
101-6020-452.30-02	07/18/2011	TRASH CAN LIDS	0167263	120165	01/2012	420.23
405-5030-433.30-02	07/20/2011	SPRAY GUN	038558/4593804	120165	01/2012	29.98
101-5020-432.30-02	07/19/2011	DIGITAL CAMERA/BATTER-PW	100043974	120183	01/2012	199.05
601-5060-436.28-01	06/29/2011	VECTOR FILTER S/S PLATE	15393	120161	01/2012	180.53
101-1910-419.28-01	06/23/2011	TILES/DROP CLOTH/BLADES	091336/1020584	120168	01/2012	247.46
101-1910-419.28-01	06/24/2011	CITY HALL DOORS	081299/0560473	120168	01/2012	113.10

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101-1910-419.28-01	06/28/2011	FACILITIES SUPPLIES	047083/6561033	120168	01/2012	327.22
101-1910-419.28-01	06/29/2011	SPORTS PARK PAINT	070550/5580011	120168	01/2012	371.93
101-3020-422.30-01	07/05/2011	ERGOTRON NEO FLEX DUAL LC	XWH5824	120150	01/2012	149.26
601-5060-436.28-13	07/06/2011	AGUIRRE,J-CWEA RENEWAL	07-06-2011	120161	01/2012	71.00
601-5060-436.28-01	07/12/2011	PS8 VENTILATION PARTS	IN000069681	120161	01/2012	295.80
101-1910-419.30-02	07/07/2011	SUNSCREEN	0128	120168	01/2012	11.95
405-5030-433.30-02	07/07/2011	SUNSCREEN	0128	120168	01/2012	11.73
101-1910-419.30-02	07/08/2011	SHELF DOWELS	077867/6015021	120168	01/2012	15.86
101-1910-419.30-02	07/13/2011	SANDPAPER	005395/1592950	120168	01/2012	16.13
101-1910-419.30-02	07/18/2011	DOOR CLEAR COAT	085801/6563672	120168	01/2012	53.84
101-1910-419.30-02	07/19/2011	SANDER PARTS	16783335	120168	01/2012	24.96
101-6020-452.30-02	07/20/2011	CAULK	068732/4593768	120168	01/2012	8.12
101-1230-413.30-01	06/20/2011	LABELER MACHINE	568822950-001	120136	01/2012	140.58
101-1230-413.30-01	06/22/2011	SHIPPING LABELS	569067369-001	120136	01/2012	49.36
101-1910-419.30-02	06/29/2011	PLANT MATERIAL/XERISCAPE	008756/5193135	120184	01/2012	22.69
101-6020-452.30-02	06/29/2011	STATION DOUBLER	4655612-A-1	120184	01/2012	135.15
101-1910-419.30-02	06/29/2011	PLANT MATERIAL	55864	120184	01/2012	56.46
101-1910-419.30-02	06/30/2011	PLANT MATERIAL	036020/4193331	120184	01/2012	12.96
101-1910-419.30-02	06/30/2011	PLANT MATERIAL	55910	120184	01/2012	39.06
101-1020-411.28-04	07/18/2011	CORTEZ,N-DEP CC LUNCHEON	015786	120129	01/2012	13.51
101-1230-413.30-01	07/18/2011	FOLDERS/TAPE	571706136-001	120136	01/2012	43.15
101-6020-452.30-02	07/13/2011	TOP SOIL	56687	120184	01/2012	96.94
101-6020-452.30-02	07/13/2011	GRASS SEED	58574252	120184	01/2012	45.97
101-6020-452.30-02	07/19/2011	SPRAY PAINT/SUPPLIES	077035/5570005	120184	01/2012	50.28
101-0000-209.01-03	06/30/2011	EMP COMP LOAN/LEICHTLE,L	2011063010035		01/2012	557.73
101-0000-209.01-03	06/23/2011	EMP COMP LOAN/LEICHTLE,L	W224225530		01/2012	548.66
101-1020-411.28-04	06/30/2011	ACROBAT TRAINING-LEARNSOF	144810		13/2011	727.50
101-1020-411.28-04	06/30/2011	ACROBAT TRAINING/CORTEZ,N	144806		13/2011	242.50
101-1020-411.28-04	06/30/2011	ACROBAT TRAINING/CORTEZ,N	144806		13/2011	242.50
09/08/2011	79055	ACE UNIFORMS & ACCESSORIES INC	1571			8,872.73
101-3030-423.25-03	08/12/2011	LIFEGUARD UNIFORMS	86481	120253	02/2012	8,462.28
101-3020-422.25-03	08/04/2011	SANTOS,T-UNIFORMS	85296	120287	02/2012	410.45
09/08/2011	79056	ALTERNATIVE ENERGY TECHNOLOGIE	1971			11,143.92
248-1920-519.20-06	09/02/2011	C&G-735 IRIS AVE	7023451CI	111368	03/2012	11,143.92
09/08/2011	79057	AMERICAN MESSAGING	1759			9.95
101-5020-432.28-09	09/01/2011	PAGER SHIPPING	L1252241LI	F12012	03/2012	9.95
09/08/2011	79058	ARROWHEAD MOUNTAIN SPRING WATE	1340			133.46
101-5020-432.30-02	08/23/2011	AUG 2011-WATER DELIVERY	01H0026726646	120222	02/2012	92.53
101-1010-411.30-02	08/23/2011	AUG 2011	01H0031149578	120098	02/2012	40.93
09/08/2011	79059	AZTEC LANDSCAPING INC	310			1,540.00
101-5010-431.21-04	08/31/2011	AUGUST 2011	0022189-IN	120093	02/2012	1,540.00
09/08/2011	79060	BARRETT ENGINEERED PUMPS	356			2,109.21
601-5060-436.28-01	08/30/2011	PACO PUMP CAT/BACKPLATE	077388	120232	02/2012	2,109.21
09/08/2011	79061	BDS ENGINEERING INC	372			2,627.50
101-0000-221.01-02	08/11/2011	JULY 2010 PLAN CHECK	11-02D		02/2012	1,462.50

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205-5017-531.20-06	08/11/2011	JULY 2011- ST IMPRVMENTS	10-41H	110675 02/2012	1,165.00
09/08/2011	79062	CDW GOVERNMENT INC	725		332.63
503-1923-419.20-06	07/26/2011	SERVER MEMORY	ZCP6620	120085 01/2012	2,542.90
503-1923-419.20-06	08/10/2011	CREDIT - SERVER MEMORY	ZHD0020	120085 02/2012	2,542.90-
503-1923-419.20-06	08/18/2011	COMPUTER MONITORS	ZKB0765	120085 02/2012	332.63
09/08/2011	79063	CHICK'S ELECTRIC MOTOR SV	783		301.82
601-5060-436.28-01	08/11/2011	PS8 VENT MOTOR	141792	120066 02/2012	301.82
09/08/2011	79064	CVA SECURITY	797		60.00
101-1910-419.20-23	09/01/2011	SEP 2011 - EOC	19637	120079 03/2012	30.00
101-1910-419.20-23	09/01/2011	SEP 2011 PW	19719	120079 03/2012	30.00
09/08/2011	79065	CLEAN HARBORS	913		3,173.22
101-5040-434.21-04	08/03/2011	JULY 2011	6Y1111372	120038 02/2012	1,778.88
101-5040-434.21-04	09/06/2011	AUGUST 2011	6Y1146749	120038 03/2012	1,394.34
09/08/2011	79066	COOK CONSTRUCTION AND DESIGN,	2387		21,285.77
248-1920-519.20-06	08/03/2011	C&G-898 5TH AVENUE	417A	120255 02/2012	21,285.77
09/08/2011	79067	COX COMMUNICATIONS	1073		610.95
503-1923-419.21-04	08/27/2011	3110039780701 08/25-09/24	09-15-2011	120188 02/2012	600.00
503-1923-419.29-04	09/02/2011	3110015533201 09/01-09/30	09-22-2011	120188 03/2012	10.95
09/08/2011	79068	CYNTHIA TITGEN	2340		800.00
101-1130-412.20-06	09/01/2011	08/17/11-08/31/11	09-01-2011	120101 03/2012	800.00
09/08/2011	79069	DKC ASSOCIATES, INC.	2187		2,080.00
101-1110-412.20-06	09/02/2011	08/30-09/01/2011	232	120117 03/2012	707.20
405-1260-413.20-06	09/02/2011	08/30-09/01/2011	232	120117 03/2012	686.40
502-1922-419.20-06	09/02/2011	08/30-09/01/2011	232	120117 03/2012	686.40
09/08/2011	79070	EAGLE NEWSPAPER	1204		429.00
101-1010-411.28-07	07/06/2011	DISPLAY AD-MAYOR'S BFAST	65973	120286 01/2012	143.00
101-1010-411.28-07	07/12/2011	DISPLAY AD-MAYOR'S BFAST	66096	120286 01/2012	143.00
101-1010-411.28-07	07/20/2011	DISPLAY AD-MAYOR'S BFAST	66240	120286 01/2012	143.00
09/08/2011	79071	EPIC LAND SOLUTIONS, INC.	2105		648.17
101-5000-532.20-06	07/31/2011	PAL AVE RELOCATION-07/11	0711-0190	120290 01/2012	648.17
09/08/2011	79072	KANE, BALLMER & BERKMAN	1828		7,617.52
101-5000-532.20-06	08/04/2011	JULY 2011-9TH/PALM	17094	111163 02/2012	595.84
245-1240-513.20-06	08/04/2011	JUL 2011-AMERICAN LEGION	17095	111163 02/2012	3,620.84
101-1920-419.20-06	08/04/2011	JUL 2011-PALM AVE COM RDV	17096	111163 02/2012	3,400.84
09/08/2011	79073	PARTNERSHIP WITH INDUSTRY	1302		808.08
101-6040-454.21-04	08/18/2011	P/E 08/15/2011	GS03733	120012 02/2012	808.08
09/08/2011	79074	PMI	23		855.19
101-6040-454.30-02	08/15/2011	PROTECTIVE GLOVES	0309087	120024 02/2012	593.82

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101-6040-454.30-02	08/30/2011	PROTECTIVE GLOVES	0311852	120024	02/2012	261.37
09/08/2011	79075	PROJECT DESIGN CONSULTANT	65			7,000.00
402-5000-532.20-06	08/15/2011	06/20-07/24/11-9TH/PALM A	80263		02/2012	7,000.00
09/08/2011	79076	PROTECTION ONE	69			273.30
601-5060-436.20-23	08/21/2011	SEPTEMBER 2011	84284365	120086	02/2012	273.30
09/08/2011	79077	QWIK PRINTS	1622			40.00
101-1130-412.21-04	09/01/2011	AUG 2011	11244948	120099	03/2012	40.00
09/08/2011	79078	RAMONA PAVING & CONSTRUCTION C	2359			50,919.74
201-5000-532.20-06	07/19/2011	LOUDEN LANE CROSSWALK	1766	111268	01/2012	19,907.72
210-1235-513.20-06	07/19/2011	LOUDEN LANE CROSSWALK	1766	111268	01/2012	31,012.02
09/08/2011	79079	RECON ENVIROMENTAL, INC.	2300			4,589.17
409-1230-519.20-06	08/16/2011	THRU 08/12/11-BIKEWAY VIL	43834	110731	02/2012	4,589.17
09/08/2011	79080	SDGE	289			1,782.92
101-6020-452.27-01	09/02/2011	0175 275 3776 08/02-08/31	09-17-2011		02/2012	127.10
101-5010-431.27-01	09/02/2011	0824 329 2041 08/02-08/31	09-17-2011		02/2012	313.08
101-6020-452.27-01	09/02/2011	2081 689 1273 08/02-08/31	09-17-2011		02/2012	281.76
101-6010-451.27-01	09/02/2011	2081 692 3399 08/02-08/31	09-17-2011		02/2012	14.65
101-6020-452.27-01	09/02/2011	2083 847 9032 08/02-08/31	09-17-2011		02/2012	52.85
101-6010-451.27-01	09/02/2011	3206 700 9265 08/02-08/31	09-17-2011		02/2012	48.81
101-5010-431.27-01	09/01/2011	3448 930 9646 08/01-08/31	09-16-2011		02/2012	9.95
101-6020-452.27-01	09/02/2011	5456 692 8951 08/02-08/31	09-17-2011		02/2012	37.40
101-6020-452.27-01	09/02/2011	6921 003 2109 08/02-08/31	09-17-2011		02/2012	328.92
101-5010-431.27-01	09/02/2011	7706 795 7872 08/02-08/31	09-17-2011		02/2012	11.87
101-6020-452.27-01	09/02/2011	9327 898 1346 08/02-08/31	09-17-2011		02/2012	298.37
101-6010-451.27-01	09/02/2011	9956 693 6272 08/02-08/31	09-17-2011		02/2012	258.16
09/08/2011	79081	SIERRA WINDOW CONCEPTS, LTD	2011			6,000.00
248-1920-519.20-06	06/27/2011	C&G-850 EMORY ST	MV0473-37887	111090	01/2012	6,000.00
09/08/2011	79082	UNDERGROUND SERVICE ALERT	OF 731			43.50
601-5060-436.21-04	09/01/2011	AUG 2011	820110325	120106	03/2012	43.50
09/08/2011	79083	UNION BANK OF CALIFORNIA	735			875.00
101-1920-419.29-04	08/11/2011	MAY-JUN 2011 QTRLY FEES	698294	120251	02/2012	875.00
09/08/2011	79084	VALLEY INDUSTRIAL SPECIALTIES,	767			131.74
101-1910-419.30-02	07/19/2011	ACORN HOSE BIBB SILLCOCK	179145	120042	01/2012	131.74
09/16/2011	79085	ADT SECURITY SERVICES, INC.	103			85.32
101-6010-451.21-04	08/13/2011	SEPTEMBER 2011	53307200	120227	02/2012	85.32
09/16/2011	79086	AGRICULTURAL PEST CONTROL	123			95.00
101-6020-452.21-04	08/23/2011	AUG 2011	253015	120242	02/2012	95.00
09/16/2011	79087	ALPHA FORMA, LLC	2375			5,545.27
101-5050-535.20-06	07/19/2011	GPS CONSULTING/EQUIPMENT	IB0001	120301	01/2012	5,545.27

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09/16/2011	79088	AMERICAN MESSAGING	1759				368.77
101-3020-422.21-04	09/01/2011	SEP 2011 PAGING SVCS	L1074045LI	120300	03/2012		125.71
101-3020-422.21-04	08/01/2011	JUL-AUG 2011 PAGING SVCS	L1074045LH	120300	02/2012		243.06
09/16/2011	79089	AZTEC LANDSCAPING INC	310				611.72
101-5010-431.21-04	09/06/2011	PLAM AVE PLANTING	12109L-IN	120094	03/2012		611.72
09/16/2011	79090	CALIFORNIA AMERICAN WATER	612				1,700.54
101-6040-454.27-02	09/09/2011	05-0092998-9 07/07-09/06	09-28-2011		02/2012		91.07
101-3030-423.27-02	09/09/2011	05-0093917-8 07/07-09/06	09-28-2011		02/2012		224.74
101-5010-431.27-02	09/09/2011	05-0094000-2 07/07-09/06	09-28-2011		02/2012		27.60
101-5010-431.27-02	09/09/2011	05-0094041-6 07/07-09/06	09-28-2011		02/2012		31.05
101-5010-431.27-02	09/09/2011	05-0094076-2 07/07-09/06	09-28-2011		02/2012		34.51
101-5010-431.27-02	09/09/2011	05-0094163-8 07/07-09/06	09-28-2011		02/2012		58.74
101-5010-431.27-02	09/09/2011	05-0094234-7 07/07-09/06	09-28-2011		02/2012		31.05
101-5010-431.27-02	09/09/2011	05-0094268-5 07/07-09/06	09-28-2011		02/2012		55.28
101-5010-431.27-02	09/09/2011	05-0094293-3 07/07-09/06	09-28-2011		02/2012		44.91
101-5010-431.27-02	09/09/2011	05-0094304-8 07/07-09/06	09-28-2011		02/2012		315.97
101-5010-431.27-02	09/09/2011	05-0094973-0 07/07-09/06	09-28-2011		02/2012		636.55
101-3030-423.27-02	09/08/2011	05-0155019-8 08/03-09/01	09-27-2011		02/2012		20.43
601-5060-436.27-02	09/08/2011	05-0505362-9 08/03-09/02	09-27-2011		02/2012		128.64
09/16/2011	79091	CPACINC.COM	2148				1,260.00
503-1923-419.21-04	08/23/2011	SOFTWARE RENEWAL	SI-1260062	120247	02/2012		1,260.00
09/16/2011	79092	D.A.R. CONTRACTORS	1122				347.00
101-3050-425.20-06	09/01/2011	AUGUST 2011	0000829	120252	03/2012		347.00
09/16/2011	79093	DEPARTMENT OF CORRECTIONS AND	169				7,940.88
101-6020-452.21-04	08/17/2011	JULY 2011	1800108818	120115	02/2012		7,940.88
09/16/2011	79094	EAGLE NEWSPAPER	1204				735.00
101-5020-432.28-07	07/06/2011	RFP ADVERTISING	65973	120031	01/2012		75.00
101-5020-432.28-07	07/13/2011	RFP ADVERTISING/TOT LOT	66096	120031	01/2012		150.00
502-5000-532.20-06	07/13/2011	RFP ADVERTISING/TOT LOT	66096	120031	01/2012		95.00
101-5020-432.28-07	07/20/2011	RFP ADVERTISING/TOT LOT	66240	120031	01/2012		150.00
502-5000-532.20-06	07/20/2011	RFP ADVERTISING/TOT LOT	66240	120031	01/2012		95.00
101-5020-432.28-07	07/27/2011	RFP/TOT LOT	66369	120031	01/2012		75.00
502-5000-532.20-06	07/27/2011	RFP/TOT LOT	66369	120031	01/2012		95.00
09/16/2011	79095	EDCO DISPOSAL CORPORATION	1205				141.05
101-5000-532.20-06	08/31/2011	AUGUST 2011	08-31-2011	120215	02/2012		141.05
09/16/2011	79096	EL TAPATIO INC	1407				80.00
101-1010-411.28-04	08/16/2011	08/17/11 COUNCIL DINNER	6769	F12013	02/2012		80.00
09/16/2011	79097	GCR TIRE CENTERS	1702				154.25
501-1921-419.28-16	09/07/2011	#605 TIRE	832-5938	120059	03/2012		154.25
09/16/2011	79098	GOMEZ CRANE SERVICE	1039				750.00
201-5015-531.20-06	08/08/2011	UNDERGROUND LIGHTPOLES	0935		02/2012		750.00

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09/16/2011	79099	GRAINGER	1051			1,532.92
601-5060-436.28-01	08/23/2011	PS#8 SUMP PUMP	9618731864	120020	02/2012	665.90
601-5060-436.30-02	09/07/2011	EAR PLUGS/PAIN STOPPER	9629527194	120020	03/2012	96.87
601-5060-436.30-02	09/07/2011	PADLOCKS & EARPLUGS	9630207794	120020	03/2012	292.77
101-6020-452.30-02	08/30/2011	SPRAY PAINT	9623762573	120020	02/2012	34.97
101-6020-452.30-02	08/31/2011	SPRAY PAINT	9624698461	120020	02/2012	46.42
101-1910-419.28-01	08/31/2011	EMERGENCY EXIT FIXTURE	9624698479	120020	02/2012	395.99
09/16/2011	79100	HANSON AGGREGATES INC.	48			696.72
101-5010-431.30-02	08/17/2011	CONCRETE	508702	120049	02/2012	622.53
101-5010-431.30-02	08/19/2011	CLASS II BASE	1194276	120049	02/2012	74.19
09/16/2011	79101	HARLAN CONSTRUCTION	2074			7,575.00
248-1920-519.20-06	08/31/2011	C&G-965 HOLLY AVE	08-31-2011	120196	02/2012	7,575.00
09/16/2011	79102	HINDERLITER, DE LLAMAS & ASSOC	111			2,025.00
101-1920-419.20-06	08/22/2011	JUL-SEP 2011 PROPERTY TAX	0017119-IN	120206	02/2012	2,025.00
09/16/2011	79103	I B FIREFIGHTERS ASSOCIATION	214			216.50
101-0000-209.01-08	09/15/2011	PR AP PPE 9/08/2011	20110915		03/2012	216.50
09/16/2011	79104	ICMA RETIREMENT TRUST 457	242			5,504.87
101-0000-209.01-10	09/15/2011	PR AP PPE 9/08/2011	20110915		03/2012	5,504.87
09/16/2011	79105	J. SIMMS AGENCY	1883			1,250.00
101-1920-419.20-06	09/01/2011	SEPTEMBER 2011	3054	120096	03/2012	1,250.00
09/16/2011	79106	JASON BELL	1432			1,000.00
101-1920-419.29-01	09/12/2011	2011/2012 TUITION RMBSMT	BOS3640	120305	03/2012	600.00
101-1920-419.29-01	09/12/2011	2011/2012 TUITION RMBSMT	09-12-2011	120305	03/2012	400.00
09/16/2011	79107	JESSOP & SON LANDSCAPING	479			3,052.83
101-6010-451.21-04	09/12/2011	AUGUST 2011	388349	120228	03/2012	3,052.83
09/16/2011	79108	JOHN FRENCH	534			54.00
101-3020-422.29-01	08/22/2011	REIMBURSEMENT-EMT RECERT	004768		03/2012	54.00
09/16/2011	79109	LLOYD PEST CONTROL	814			300.00
101-1910-419.21-04	08/11/2011	AUG 2011 CITY HALL	3121713	120083	02/2012	33.00
101-1910-419.21-04	08/11/2011	AUG 2011 FIRE DEPT	3121714	120083	02/2012	33.00
101-1910-419.21-04	08/11/2011	AUG 2011 SHERIFF DEPT	3121912	120083	02/2012	33.00
101-1910-419.21-04	08/12/2011	AUG 2011 SENIOR CENTER	3121997	120083	02/2012	49.00
101-1910-419.21-04	08/16/2011	AUG 2011 SPORTS PARK	3106924	120083	02/2012	47.00
101-1910-419.21-04	08/22/2011	AUG 2011 PUBLIC WORKS	3109081	120083	02/2012	49.00
101-1910-419.21-04	08/24/2011	AUG 2011 DEMPSEY CTR	3109435	120083	02/2012	56.00
09/16/2011	79110	MARK CISNEROS	891			54.00
101-3020-422.29-01	08/18/2011	REIMBURSEMENT-EMT RECERT	004745		03/2012	54.00
09/16/2011	79111	MCBREATHY CONSTRUCTION CORP.	2389			1,000.00
248-1920-519.20-06	08/31/2011	C&G-1029 4TH STREET	515	120306	02/2012	1,000.00

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09/16/2011	79112	MCDUGAL LOVE ECKIS &	962				8,227.00
101-1220-413.20-02	08/31/2011	AUG 2011 MONTHLY RETAINER	08-31-2011	120240	02/2012		8,227.00
09/16/2011	79113	MIRELES LANDSCAPING	2107				1,120.00
245-1240-413.20-06	08/31/2011	AUG 2011 -DONAX/10TH ST	1088	120226	02/2012		120.00
405-1260-413.28-01	08/31/2011	AUG 2011-9TH/PALM	1089	120236	02/2012		1,000.00
09/16/2011	79114	OFFICE DEPOT, INC	1262				436.18
101-3030-423.30-02	08/25/2011	ARCHBOARD/OFFICE SUPPLIES	576655991001	120001	02/2012		69.04
101-5020-432.30-01	09/01/2011	BATTERIES/KLEENEX/CLIPS	577492161001	120001	03/2012		17.76
101-6010-451.30-01	08/22/2011	INK REPLACEMENT	575930919001	120001	02/2012		43.01
101-6010-451.30-01	08/22/2011	MULIT GLOSS PAPER	575931163001	120001	02/2012		15.83
101-6010-451.30-02	07/08/2011	PRINTER TONER	570688766001	120001	01/2012		184.23
101-6010-451.30-02	07/11/2011	COLOR INK	570688687001	120001	01/2012		77.54
101-1110-412.30-01	09/07/2011	PENS/WALL FILES	578082483001	120001	03/2012		28.77
09/16/2011	79115	PRO LINE PAINT COMPANY	52				699.06
601-5060-436.30-02	08/04/2011	WHITE BLUE PAINT/RUST CON	3473-3	120030	02/2012		149.97
101-1910-419.30-02	08/16/2011	PAINT	9888-1	120030	02/2012		363.82
601-5060-436.30-02	08/23/2011	PS#9-PAINT	2572-9	120030	02/2012		86.18
101-1910-419.30-02	09/09/2011	4002 HAZE GRY 1G KIT	4531-7	120030	03/2012		99.09
09/16/2011	79116	RECLAIMED AGGREGATES, INC.	2137				300.00
101-5010-431.29-04	08/14/2011	2 BOBTAIL	12558	120048	02/2012		100.00
101-5010-431.29-04	08/21/2011	3 BOBTAIL/1 TEN WHEELER	12584	120048	02/2012		200.00
09/16/2011	79117	SAN DIEGO GAS & ELECTRIC	1399				16,612.24
101-3020-422.27-01	09/08/2011	10087869371 08/01-08/30	09-24-2011		02/2012		38.84
101-1910-419.27-01	09/08/2011	10087869371 08/01-08/30	09-24-2011		02/2012		141.58
101-5010-431.27-01	09/08/2011	10088604389 07/28-08/26	09-24-2011		02/2012		46.15
101-3020-422.27-01	09/08/2011	19807697764 08/01-08/30	09-24-2011		02/2012		2,994.87
601-5060-436.27-01	09/08/2011	52635219238 07/28-08/26	09-24-2011		02/2012		10.00
101-6020-452.27-01	09/08/2011	56497714749 08/02-08/31	09-24-2011		02/2012		10.14
101-5010-431.27-01	09/08/2011	56497714749 08/01-08/31	09-24-2011		02/2012		7,438.43
101-5010-431.27-01	09/08/2011	85075178464 08/01-08/31	09-24-2011		02/2012		97.02
601-5060-436.27-01	09/08/2011	85075178464 08/02-08/31	09-24-2011		02/2012		86.90
101-6020-452.27-01	09/08/2011	85075178464 08/02-08/31	09-24-2011		02/2012		911.55
601-5060-436.27-01	09/08/2011	85417701270 08/02-08/31	09-24-2011		02/2012		3,849.36
101-5020-432.27-01	09/08/2011	91692992261 07/28-08/26	09-24-2011		02/2012		987.40
09/16/2011	79118	SAN DIEGO COUNTY SHERIFF	882				466,461.96
101-3010-421.20-06	08/25/2011	JULY 2011 SHERIFF SVCS	08-25-2011		01/2012		467,463.45
101-0000-338.60-03	08/25/2011	JULY 2011 TWO FEE CRDEIT	08-25-2011		01/2012		1,001.49-
09/16/2011	79119	SDGE	289				4,325.13
405-1260-413.27-01	09/01/2011	0440 533 7641 08/01-08/30	09-16-2011		02/2012		226.28
101-5010-431.27-01	09/01/2011	0646 753 1938 08/01-08/30	09-16-2011		02/2012		10.14
101-5010-431.27-01	09/01/2011	1694 231 2432 08/01-08/30	09-16-2011		02/2012		25.98
101-5010-431.27-01	08/30/2011	1912 409 2723 07/28-08/26	09-14-2011		02/2012		10.33

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT	
101-6010-451.27-01	09/07/2011	2081 689 7619 08/02-08/31	09-22-2011	02/2012 411.65	
101-5010-431.27-01	09/01/2011	2741 969 9359 07/31-08/31	09-16-2011	02/2012 144.11	
215-6026-452.27-01	09/01/2011	2819 871 6315 07/31-08/31	09-16-2011	02/2012 1,882.76	
101-5010-431.27-01	09/01/2011	3062 843 3719 08/01-08/30	09-16-2011	02/2012 12.84	
101-5010-431.27-01	08/30/2011	5280 340 6641 07/28-08/26	09-14-2011	02/2012 69.72	
101-5010-431.27-01	08/30/2011	5576 188 0541 07/28-08/26	09-14-2011	02/2012 10.14	
601-5060-436.27-01	09/06/2011	8773 823 6424 08/01-08/30	09-21-2011	02/2012 930.07	
405-1260-413.27-01	09/01/2011	8774 937 7894 08/01-08/30	09-16-2011	02/2012 50.16	
405-1260-413.27-01	09/01/2011	9424 632 2704 08/01-08/31	09-16-2011	02/2012 24.66	
101-5010-431.27-01	09/12/2011	9476 001 6989 08/02-08/31	09-27-2011	02/2012 516.29	
09/16/2011 79120	SEIU LOCAL 221	1821			1,496.16
101-0000-209.01-08	09/15/2011	PR AP PPE 9/08/2011	20110915	03/2012	1,496.16
09/16/2011 79121	SKS INC.	412			4,220.86
501-1921-419.28-15	09/01/2011	1100 GAL REG FUEL	1242531-IN	120058 03/2012	4,220.86
09/16/2011 79122	TAMARA KEENE	2			657.00
101-0000-221.01-03	09/07/2011	REFUND MARINA VISTA DEP/	6966	02/2012	657.00
09/16/2011 79123	THOMAS SANTOS	2209			15.00
101-3020-422.29-01	09/08/2011	REIMBURSEMENT-SEMINAR FEE	09-01-2011	03/2012	15.00
09/16/2011 79124	US MOBILE WIRELESS COMMUNICATI	1983			587.54
101-3020-422.30-02	09/13/2011	RADIO REPAIRS/REPLACMNTS	547319	03/2012	587.54
09/16/2011 79125	VORTEX INDUSTRIES, INC.	786			904.51
101-1910-419.28-01	08/29/2011	ROLLING DOOR REPAIRS	11-617527-1	120081 02/2012	904.51
09/16/2011 79126	WAXIE SANITARY SUPPLY	802			1,075.33
101-6040-454.30-02	08/30/2011	JANITORIAL SUPPLIES	72828208	120025 02/2012	1,075.33
09/16/2011 79127	WHITE CAP CONSTRUCTION SUPPLY	1434			69.77
101-5010-431.30-02	08/22/2011	RAINGUARD/GLUE	15055815	120027 02/2012	69.77
09/16/2011 79128	XEROX CORPORATION	861			1,348.25
101-1920-419.20-17	09/01/2011	AUG 2011-COPY MACHINE/CH	057035025	120235 03/2012	1,054.84
101-1920-419.20-17	09/01/2011	AUG 2011 LG COPIER	057035026	120235 03/2012	293.41
09/16/2011 79129	ZUMAR INDUSTRIED INC.	875			30.06
101-1910-419.30-02	08/31/2011	PARKING SIGNS	0133058	120026 02/2012	30.06
<i>VOIDED CHECKS # 79130-79133</i>					
09/16/2011 79134	U.S. BANK	1873			18,085.24
503-1923-419.28-04	07/27/2011	LOPEZ, H-FOOD WORK LATE	096528	120256 02/2012	8.28
503-1923-419.30-22	07/27/2011	SHIPPING HARDWARE-IT	295752LFGQO	120256 02/2012	6.57
405-1260-413.20-06	07/26/2011	RDA PROPERTY KEYS/RINGS	094487	120258 02/2012	12.39
101-1010-411.28-04	07/25/2011	SB MAYOR LUNCHEON	0114/061246	120265 02/2012	162.03
101-1010-411.28-04	07/25/2011	ICE FOR LUNCHEON	015559	120265 02/2012	5.00
503-1923-419.30-22	08/03/2011	EXCHANGE SVR REBUILD	32022	120256 02/2012	449.14
405-1260-413.20-06	08/18/2011	RDA PROPERTY KEYS	054457	120258 02/2012	2.96

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101-1230-413.28-04	08/11/2011	WADE, G-PRKNG FEES/SANDAG	097554	120259	02/2012	4.00
101-1010-411.29-04	08/03/2011	WASH CITY VEHICLES	077412	120265	02/2012	18.99
101-1110-412.29-04	08/03/2011	FAREWELL CARD/WRAPPING-	3396	120265	02/2012	10.20
101-1010-411.28-04	08/03/2011	08/03/11 COUNCIL DINNER	35329	120265	02/2012	64.65
101-1110-412.29-04	08/05/2011	LUNCH MEETING-DH	024409	120265	02/2012	40.22
101-1110-412.29-04	08/15/2011	POSADA, M-IAAP MEETING	09-14-2011	120265	02/2012	35.00
101-1010-411.28-04	07/22/2011	BRAGG, L-CONF TRNSPTION	W8KRXL	120263	02/2012	179.40
101-1230-413.29-02	08/05/2011	NAKAGAWA, J-BDAY RECOG	083391	120260	02/2012	13.12
101-1230-413.30-01	08/05/2011	OFFICE PENS & CD'S	574131654-001	120260	02/2012	50.08
101-1020-411.28-11	08/09/2011	RECORDS REQUEST	20860	120260	02/2012	37.71
101-1010-411.30-02	08/03/2011	NEWSPAPER E-VERSION	07-10-2011	120261	02/2012	7.92
101-1130-412.28-04	08/05/2011	RFP MEETING/CONSULTANT-	08-05-2011	120261	02/2012	43.71
101-1010-411.28-04	08/11/2011	SPRIGGS, E-CONF TRNSPTION	EDRWFL	120263	02/2012	139.40
101-1010-411.28-04	08/11/2011	SPRIGGS, E-CONF LODGING	17307292405	120263	02/2012	884.87
101-3020-422.30-02	08/10/2011	AA BATTERIES	067059/3192333	120266	02/2012	35.46
101-3020-422.30-02	08/12/2011	C BATTERIES	091341/1560823	120266	02/2012	24.98
101-0000-209.01-03	08/16/2011	POSADA, M-EMP COMP LOAN	W248406667		02/2012	1,351.80
101-0000-209.01-03	08/19/2011	MARTINEZ, H-EMP COMP LOAN	W296372997		02/2012	543.67
101-6010-451.30-02	08/03/2011	SPORTS PARK CAFE ITEMS	228079240	120262	02/2012	388.02
101-6010-451.30-02	06/21/2011	WOOD FOR SP CRAFT PROJ	055129/3010047	120143	01/2012	112.26
101-6010-451.30-02	07/07/2011	TRASH BAGS/LOCK	071648/7571204	120143	01/2012	87.19
101-6010-451.29-04	07/18/2011	BRUSHES FOR REPAIR PROJ	036084/6197222	120143	01/2012	31.10
101-6010-451.29-04	07/19/2011	BRUSHES FOR REPAIR PROJ	020667/5197431	120143	01/2012	39.15
101-6010-451.30-02	07/19/2011	CLEANING SUPPLIES/BATTERY	087111/5197497	120143	01/2012	40.82
101-6010-451.30-02	07/20/2011	DEAD BOLT LOCK/DRILL KIT	078792/4570174	120143	01/2012	85.09
101-3030-423.30-02	07/05/2011	FREIGHT CHARGES	396749	120269	02/2012	12.36
101-3035-423.30-02	07/20/2011	JG CARGO CONTAINER RENTAL	07-20-2011	120269	02/2012	100.00
101-3030-423.30-02	07/25/2011	HOOKS&ROD-BCH WTHR SIGN	038830/9564555	120269	02/2012	4.47
101-3030-423.30-02	07/25/2011	PADDLE BRDS TRACTION PADS	735	120269	02/2012	271.17
101-3035-423.30-02	07/27/2011	12JG CAPTAIN GIFT CERTS	889356	120269	02/2012	1,034.40
101-3030-423.30-02	07/28/2011	THERMOMETERS/HOSE COUPLNG	035298/6199339	120269	02/2012	59.05
101-3030-423.28-04	08/08/2011	ARC CARD PROCESSING	CCAC032611B	120267	02/2012	80.00
101-3030-423.28-01	08/01/2011	REPAIR TRK SIREN PARTS	68151	120269	02/2012	60.40
101-3030-423.30-02	08/04/2011	RCS RADIO VEHICLE CHARGER	547080	120269	02/2012	341.87
101-3030-423.30-02	08/12/2011	2 DIGITAL CAMERAS-LG TRKS	034817	120269	02/2012	315.38
101-3035-423.20-06	08/12/2011	JG WEB SITE HOSTING	6X65009970W3439	120269	02/2012	120.00
101-3030-423.30-02	08/19/2011	CELL PHONE CHRNG CRADLE	000091834001	120269	02/2012	32.31
101-3030-423.30-02	07/25/2011	SIGN HARDWARE/BUNGEEES	085809/9583578	120268	02/2012	8.78
101-3030-423.30-02	07/25/2011	HOT&COLD PACK	572526	120268	02/2012	57.10
101-3030-423.28-01	07/25/2011	T-9 LUBE/PROTECTANT	9105	120268	02/2012	92.32
101-3030-423.30-02	07/26/2011	INNER TUBE/ZIP TIES/HOOKS	097657/8199000	120268	02/2012	55.04
101-3030-423.30-02	07/26/2011	RTN SIGN HARDWARE	8233810	120268	02/2012	6.13-
101-3030-423.30-02	07/26/2011	RTN INNER TUBE	8233835	120268	02/2012	11.84-
101-3030-423.30-02	08/01/2011	SHOWERMAT BRSH/MISC HRDWR	015928/2190333	120268	02/2012	58.77
101-3030-423.30-02	08/01/2011	STREET SIGN POST	1034754	120268	02/2012	14.99
101-3030-423.30-02	08/01/2011	DOLLY WHEEL	865015	120268	02/2012	6.45
101-3030-423.30-02	08/02/2011	PROTECTIVE GLOVES	0307128	120268	02/2012	109.14
101-3030-423.30-02	08/02/2011	VHF RADIO REPLACEMENT	9324	120268	02/2012	238.64
101-3030-423.30-02	08/08/2011	JANITORIAL SUPPLIES	318742	120268	02/2012	125.18
101-3030-423.28-11	08/09/2011	BLUE/YELLOW CARDS	085085	120268	02/2012	219.23

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-3030-423.30-02	08/10/2011	REFUND OVERCHARGE	22322	120268	02/2012	19.50-
101-3030-423.30-02	08/10/2011	HOT&COLD PACKS	573938	120268	02/2012	103.70
101-3030-423.30-02	08/16/2011	BIOHAZARD BAGS	4213753	120268	02/2012	46.62
101-3030-423.30-02	08/17/2011	SHOWER CURTAIN/ANCHORS	004808/6121894	120268	02/2012	24.42
101-6020-452.30-02	07/21/2011	TRIANGLE PARK LIGHTS	9591134847	120274	02/2012	154.66
101-1910-419.30-02	07/22/2011	UMBRELLA STAND FOR FLAGS	024711/2198085	120274	02/2012	19.25
101-1910-419.30-02	07/26/2011	TENSION BARS/LIGHT BOXES	033115/8012103	120274	02/2012	11.40
101-1910-419.30-02	07/26/2011	TENSION BARS/LIGHT BOXES	033115/8012103	120274	02/2012	11.63
101-1910-419.30-02	07/26/2011	TENSION BARS/LIGHT BOXES	033115/8012103	120274	02/2012	10.83
101-1910-419.30-02	07/26/2011	SANDER REPAIR PARTS	16791596	120274	02/2012	14.61
101-1910-419.30-02	08/01/2011	ROOF CAPS FOR MVC	9051903-00	120274	02/2012	69.88
101-1910-419.30-02	08/03/2011	STREET GARAGE LIGHTS	001415/0590031	120274	02/2012	43.01
101-1910-419.30-02	08/03/2011	ROOF CAPS FOR MVC	9072562-00	120274	02/2012	69.88
101-1910-419.30-02	08/09/2011	NEW DOOR FOR SEWER	RS-G16433	120274	02/2012	271.53
101-1910-419.30-02	08/09/2011	SEWER GARAGE LIGHTS	009417/4560335	120274	02/2012	67.75
101-1910-419.30-02	08/10/2011	EOC R/R LIGHTS	57483184	120274	02/2012	126.64
101-6020-452.30-02	08/15/2011	GROUT	023096/8972396	120274	02/2012	33.66
101-1910-419.30-02	08/16/2011	SP PK LIGHTS/BULBS FOR CH	024039/7591678	120274	02/2012	16.32
101-1910-419.30-02	08/16/2011	SP PK LIGHTS/BULBS FOR CH	024039/7591678	120274	02/2012	22.79
101-1910-419.30-02	08/16/2011	LOCK/PRIMER/SM TOOLS	063259/7591593	120274	02/2012	9.43
101-1910-419.30-02	08/16/2011	LOCK/PRIMER/SM TOOLS	063259/7591593	120274	02/2012	17.32
101-1910-419.30-02	08/16/2011	LOCK/PRIMER/SM TOOLS	063259/7591593	120274	02/2012	6.82
101-1910-419.30-02	08/17/2011	PAINT SUPPLIES	011634/6580160	120274	02/2012	14.96
101-1910-419.30-02	08/19/2011	MISC SUPPLIES/PW & FD	053085/4580551	120274	02/2012	20.61
101-1910-419.30-02	08/19/2011	MISC SUPPLIES/PW & FD	053085/4580551	120274	02/2012	29.75
101-6020-452.30-02	07/21/2011	R/R FLOOR PAINT/SPORTS PK	005514/3593922	120272	02/2012	164.81
101-6020-452.30-02	07/27/2011	SUNSCREEN	8815	120272	02/2012	45.20
101-6020-452.30-02	07/28/2011	CELL PHONE BATTERIES	709842	120272	02/2012	107.72
405-5030-433.30-02	07/28/2011	CELL PHONE BATTERIES	709842	120272	02/2012	53.85
201-5015-531.20-06	08/11/2011	CONCRETE BATCH PLANT MIX	94928150-001	120271	02/2012	222.24
101-6020-452.30-02	08/02/2011	PLAYGROUND PAINT/POWERAID	022488/1584622	120272	02/2012	32.21
101-5000-532.20-06	08/03/2011	SAFETY TAPE	073876-00	120272	02/2012	139.00
101-1910-419.28-01	08/04/2011	GAS RANGE-SAFETY CENTER	S00029259	120272	02/2012	427.77
101-6020-452.30-02	08/04/2011	PLAYGROUND PAINT	000513/9585005	120272	02/2012	51.22
405-5030-433.30-02	08/05/2011	GRAFFITI PAINT/BRUSHES	004357	120272	02/2012	107.73
405-5030-433.30-02	08/18/2011	PAINT	078673/5591931	120272	02/2012	42.98
101-6040-454.30-02	08/20/2011	BATTERIES FOR PLANTERS	2588	120279	02/2012	11.84
601-5060-436.30-02	08/11/2011	WORK BOOTS-AGUIRRE,J	54002	120280	02/2012	149.78
405-5030-433.28-01	07/25/2011	PRESSURE WASHER HOSE	JKL9-4355	120273	02/2012	106.62
402-5000-432.30-02	07/22/2011	WORK BOOTS-MARTIN,L	004797	120284	02/2012	150.00
101-1110-412.28-04	07/24/2011	LAU, P-TRNSPTN @ TRAINING	TL4W33	120284	02/2012	25.00
101-1110-412.28-04	07/24/2011	LAU, P-TRNSPTN @ TRAINING	00504949	120284	02/2012	20.00
101-1110-412.28-04	07/24/2011	LAU, P-MEALS AT TRAINING	029279	120284	02/2012	33.57
101-1110-412.28-04	07/26/2011	LAU, P-MEALS AT TRAINING	071800	120284	02/2012	35.00
101-1110-412.28-04	07/29/2011	LAU, P-MEALS AT TRAINING	070976	120284	02/2012	19.45
101-1110-412.28-04	07/30/2011	LAU, P-TRNSPRTN @ TRAINING	TL4W33	120284	02/2012	25.00
101-1110-412.28-04	07/30/2011	LAU, P-LODGING AT TRAINING	48119	120284	02/2012	898.62
405-5030-433.30-02	08/05/2011	PRIMER/PAINT	021852/8191241	120273	02/2012	50.57
405-5030-433.30-02	08/17/2011	WATER FILTER	SR8-3216	120273	02/2012	31.19
405-5030-433.30-02	08/17/2011	PAINT/TAPE	076161/6193574	120273	02/2012	24.99

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-5020-432.30-01	08/10/2011	CREDIT RTN CAMERA BATTERY	502476	120284	02/2012	27.95-
501-1921-419.28-01	08/11/2011	LG TRUCK LEAF SPRING	C8028	120284	02/2012	150.00
101-5020-432.30-01	08/11/2011	CAMERA BATTERY	286190	120284	02/2012	15.04
101-5040-434.30-02	07/27/2011	CERTIFIED MAIL-CITATION	066350	120275	02/2012	5.59
101-6040-454.30-02	07/27/2011	BROOMS/TOWELS/SCRAPPER	050672/7199274	120278	02/2012	60.07
101-6040-454.30-02	07/27/2011	BROOMS/TOWELS/SCRAPPER	050672/7199274	120278	02/2012	11.93
501-1921-419.30-02	07/22/2011	BUG SPRAY - CITY VEHICLES	043646	120283	02/2012	4.08
501-1921-419.28-16	07/28/2011	#612 TURN SIGNAL LENS	467852	120283	02/2012	17.28
101-6020-452.30-02	08/02/2011	TRASH CAN LINERS	S10474S	120278	02/2012	216.20
101-6040-454.30-02	08/02/2011	TRASH CAN LINERS	S10474S	120278	02/2012	432.40
101-1910-419.30-02	08/02/2011	PLANTS/SCREWS/HANDLES	074343/1190547	120278	02/2012	2.11
101-6040-454.30-02	08/02/2011	PLANTS/SCREWS/HANDLES	074343/1190547	120278	02/2012	35.69
101-6040-454.30-02	08/02/2011	PLANTS/SCREWS/HANDLES	074343/1190547	120278	02/2012	58.03
101-6040-454.30-02	08/03/2011	BOLTS AND NUTS	130967-00	120278	02/2012	42.53
101-6040-454.30-02	08/08/2011	TIDELANDS TEE-SHIRTS	56541	120278	02/2012	814.59
501-1921-419.30-02	08/09/2011	LOCK HASPS	072408/4572206	120283	02/2012	8.23
601-5060-436.28-01	07/21/2011	LIGHT FIXTURE-PS #10	004754/3198009	120270	02/2012	24.97
601-5060-436.30-02	07/21/2011	4D MAGLITE	086342/3027576	120270	02/2012	19.36
101-6020-452.30-02	07/21/2011	PVC FITTINGS	071517/3583068	120285	02/2012	4.78
101-6020-452.30-02	07/27/2011	PLANT MATERIALS	014139/7199136	120285	02/2012	10.75
601-5060-436.30-02	08/03/2011	2 TUBES CAULKING	013098/0590001	120270	02/2012	8.38
601-5060-436.28-12	08/10/2011	BENNETT,E-CWEA DUES	178897	120270	02/2012	132.00
601-5060-436.28-13	08/10/2011	BENNETT,E-CWEA EXAM FEE	178899	120270	02/2012	135.00
601-5060-436.30-02	08/17/2011	CELL PHONE BELT CLIPS	713644	120270	02/2012	48.46
101-5020-432.30-01	08/06/2011	2012 DAYTIMER PLANNER	7141	120276	02/2012	22.62
501-1921-419.29-04	08/09/2011	CAR WASH	097506	120276	02/2012	8.99
501-1921-419.28-16	08/11/2011	#612 RADIATOR	22733234	120282	02/2012	85.12
501-1921-419.30-02	08/16/2011	KING,M-SAFETY GLASSES	08-16-2011	120282	02/2012	379.00
101-6020-452.28-01	08/15/2011	BACKFLOW PREVENTER/FITTIN	4918021-A-1	120285	02/2012	261.11
101-6040-454.30-02	07/21/2011	TOWELS/NUTS/BOLTS/WASHERS	043311/3027630	120277	02/2012	26.50
101-6040-454.30-02	07/21/2011	DEWALT DUAL CHARGER	097949/3273002	120277	02/2012	91.11
101-6040-454.30-02	07/26/2011	ROUTER BIT	000553/8012055	120277	02/2012	32.29
101-5000-532.20-06	07/21/2011	CHAIN-9TH/PALM SHPNG CTR	6334	120281	02/2012	359.69
101-5010-431.21-23	07/28/2011	CAP SCREWS	130873-00	120281	02/2012	37.40
101-1910-419.30-02	08/01/2011	DISPOSAL CLEANER	848963	120277	02/2012	23.72
101-6040-454.30-02	08/03/2011	SOAP DISPENSER VALVE	1407	120277	02/2012	65.77
101-6040-454.30-02	08/04/2011	BALLASTS	26587	120277	02/2012	249.33
101-6040-454.30-02	08/15/2011	5GAL PIER GRAY PAINT	020056617	120277	02/2012	178.81
101-6040-454.30-02	08/17/2011	WD40/BROOM/CONNECTORS	021516/6591756	120277	02/2012	17.62
101-1910-419.30-02	08/18/2011	SPRAY TEXTURE/TAPE	007779/5591941	120277	02/2012	13.87
101-6040-454.30-02	08/18/2011	SPRAY TEXTURE/TAPE	007779/5591941	120277	02/2012	12.78
101-6040-454.30-02	08/19/2011	SILICONE	009319/4592115	120277	02/2012	4.19
101-1910-419.30-02	08/19/2011	5GAL PAINT	089769/4561665	120277	02/2012	43.10
101-6040-454.30-02	08/19/2011	SLEDGE HAMMERS/EAR MUFFS	877841	120277	02/2012	23.66
101-5000-532.20-06	08/04/2011	REFLECTORS FOR 9TH/PALM	037428/9171800	120281	02/2012	36.37
101-5000-532.20-06	08/04/2011	POST CAPS/REFLECTORS	096613/9121186	120281	02/2012	50.49
101-5010-431.30-02	08/18/2011	POST DRIVERS W/SHANKS	50519	120281	02/2012	336.80
101-1210-413.29-02	07/26/2011	EMP APPRECIATION BDAY CKE	082723	120257	02/2012	16.79
101-1210-413.28-04	08/02/2011	BUANGAN/MCGRANE-CRA WKSP	08-24-2011	120257	02/2012	990.00
09/22/2011	79135	AIMEE WILLIAMS	2235			120.23
101-3030-423.25-03	09/12/2011	REIMBURSE SWIMSUIT LG	595611		03/2012	120.23

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
09/22/2011	79136	AMERICAN EXPRESS	1895				762.24
101-0000-209.01-03	09/19/2011	EMP COMP LOAN-BELL, J	229905952		03/2012		762.24
09/22/2011	79137	AT&T	291				4.15
101-5020-432.27-04	09/01/2011	SEPT 2011 PW FAX	09-26-2011		03/2012		2.76
101-3020-422.27-04	09/01/2011	SEPT 2011 PS	09-26-2011		03/2012		1.39
09/22/2011	79138	BDS ENGINEERING INC	372				12,741.00
101-0000-221.01-02	09/07/2011	AUG 2011 PLAN CHECK	11-02E		03/2012		1,450.00
101-0000-221.01-02	09/07/2011	AUG 2011 PLAN CHECK	11-02E		03/2012		728.50
101-0000-221.01-02	09/07/2011	AUG 2011 PLAN CHECK	11-02E		03/2012		362.50
205-5017-531.20-06	09/07/2011	AUG 2011-ST IMPRVMNTS 4/5	10-41I	110675	03/2012		1,320.00
202-5016-531.20-06	09/07/2011	JUL/AUG 2011 ST IMPRVMNTS	11-19A	111151	03/2012		8,880.00
09/22/2011	79139	BJ'S RENTALS, INC.	1591				158.07
101-1910-419.25-02	09/08/2011	FLOOR GRINDER RENTAL	367697	F12014	03/2012		158.07
09/22/2011	79140	CALIFORNIA AMERICAN WATER	612				3,007.62
601-5060-436.27-02	09/13/2011	05-0101092-0 07/11-09/08	10-03-2011		02/2012		26.94
101-5020-432.27-02	09/13/2011	05-0102217-2 07/11-09/08	10-03-2011		02/2012		325.07
101-6020-452.27-02	09/13/2011	05-0102503-5 07/11-09/08	10-03-2011		02/2012		738.07
101-6020-452.27-02	09/13/2011	05-0102504-3 07/11-09/08	10-03-2011		02/2012		13.11
101-5010-431.27-02	09/13/2011	05-0102729-6 07/11-09/08	10-03-2011		02/2012		733.42
101-6020-452.27-02	09/14/2011	05-0106225-1 07/12-09/09	10-03-2011		02/2012		47.70
101-6020-452.27-02	09/14/2011	05-0106249-1 07/12-09/09	10-03-2011		02/2012		16.56
101-6020-452.27-02	09/14/2011	05-0106336-6 07/12-09/09	10-03-2011		02/2012		9.65
101-6020-452.27-02	09/14/2011	05-0106337-4 07/12-09/09	10-03-2011		02/2012		9.65
101-6020-452.27-02	09/16/2011	05-0109756-2 07/13-09/13	10-05-2011		02/2012		803.82
215-6026-452.27-02	09/12/2011	05-0402959-6 07/08-09/07	10-03-2011		02/2012		48.27
405-1260-413.27-02	09/16/2011	05-0536450-5 07/13-09/13	10-05-2011		02/2012		235.36
09/22/2011	79141	CITY OF CHULA VISTA	823				34,927.00
101-3050-425.21-04	09/01/2011	JULY 2011 A/C SERVICES	AR131205		02/2012		17,571.00
101-3050-425.21-04	09/01/2011	AUG 2011 A/C SERVICES	AR131206		02/2012		17,356.00
09/22/2011	79142	CORODATA MEDIA STORAGE, INC.	2334				129.63
503-1923-419.20-06	08/31/2011	AUGUST 2011 DATA STORAGE	DS1245601	120105	02/2012		129.63
09/22/2011	79143	COUNTY OF SAN DIEGO	1055				4,461.50
101-3010-421.21-04	08/31/2011	AUG 2011 PARKING PENALTY	08/11		02/2012		4,461.50
09/22/2011	79144	COX COMMUNICATIONS	1073				179.00
601-5050-436.21-04	09/05/2011	3110091187001 09/04-10/03	09-25-2011	120188	03/2012		179.00
09/22/2011	79145	DATAQUICK	1134				170.25
101-1210-413.21-04	09/01/2011	AUGUST 2011	B1-1969680	120189	03/2012		44.00
101-3020-422.21-04	09/01/2011	AUGUST 2011	B1-1969680	120189	03/2012		25.50
101-3070-427.21-04	09/01/2011	AUGUST 2011	B1-1969680	120189	03/2012		100.75
09/22/2011	79146	DEPARTMENT OF JUSTICE	1155				64.00
101-1130-412.21-04	09/08/2011	AUGUST 2011	866902	120112	03/2012		64.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
09/22/2011	79147	ENVIRO MATRIX ANALYTICAL INC	1691			475.00
601-5050-436.21-04	09/06/2011	DRY WEATHER PROGRAM	1090078	120231	03/2012	475.00
09/22/2011	79148	GTC SYSTEMS INC	1910			2,800.00
503-1923-419.20-06	08/31/2011	IT CONSULT HRS	32154	120210	02/2012	2,800.00
09/22/2011	79149	HORIZON HEALTH EAP	90			415.83
101-1130-412.20-06	09/02/2011	SEP 2011	43912	120097	03/2012	415.83
09/22/2011	79150	HUDSON SAFE-T LITE RENTALS	2382			522.00
101-3020-422.30-02	07/25/2011	NO PARKING BARRICADES	00006150		03/2012	600.00
101-3020-422.30-02	08/09/2011	CR FOR RTND BARRICADES	00006233		03/2012	78.00-
09/22/2011	79151	JOHN DEERE LANDSCAPES	1986			256.01
101-6020-452.30-02	08/31/2011	CONT VALVE/PIPE/CUTTTER	59068778	120040	02/2012	256.01
09/22/2011	79152	MCDUGAL LOVE ECKIS &	962			28,116.98
405-1260-413.20-01	08/31/2011	AUGUST 2011	08-31-2011		02/2012	8,275.92
101-5000-532.20-06	08/31/2011	AUGUST 2011	08-31-2011		02/2012	108.38
101-1220-413.20-01	08/31/2011	AUGUST 2011	08-31-2011		02/2012	1,921.48
101-1220-413.21-04	08/31/2011	AUGUST 2011	08-31-2011		02/2012	15.81
101-1220-413.21-04	08/31/2011	AUGUST 2011	08-31-2011		02/2012	5,030.37
101-1220-413.21-04	08/31/2011	AUGUST 2011	08-31-2011		02/2012	4,657.30
101-1220-413.20-01	08/31/2011	AUGUST 2011	08-31-2011		02/2012	1,423.33
101-1220-413.20-01	08/31/2011	AUGUST 2011	08-31-2011		02/2012	4,969.86
101-1220-413.20-01	08/31/2011	AUGUST 2011	08-31-2011		02/2012	1,714.53
09/22/2011	79153	ONE SOURCE DISTRIBUTORS	1071			373.58
601-5060-436.28-01	09/01/2011	3 WATT STOPPERS PS#9	S3596355.001	120023	03/2012	278.29
601-5060-436.30-02	09/13/2011	SLOW BURNING FUSES	S3614197.001	120023	03/2012	95.29
09/22/2011	79154	PADRE JANITORIAL SUPPLIES	1430			139.30
101-6040-454.30-02	08/31/2011	JANITORIAL SUPPLIES	319665	120034	02/2012	139.30
09/22/2011	79155	PARTNERSHIP WITH INDUSTRY	1302			1,219.74
101-6040-454.21-04	09/01/2011	P/E 08/31/2011	GS03749	120012	03/2012	1,219.74
09/22/2011	79156	PITNEY BOWES INC	271			206.88
101-1920-419.25-02	09/03/2011	OCT-DEC 2011 POSTAGE METE	509534	120104	03/2012	206.88
09/22/2011	79157	PRUDENTIAL OVERALL SUPPLY	72			552.92
101-5020-432.25-03	08/24/2011	08/24/11 PW UNIFORMS	30203226	120092	02/2012	146.03
101-5020-432.25-03	08/31/2011	08/31/11 PW UNIFORMS	30204875	120092	02/2012	132.93
101-5020-432.25-03	09/07/2011	09/07/2011 PW UNIFORMS	30206292	120092	03/2012	141.03
101-5020-432.25-03	09/14/2011	09/14/11 PW UNIFORMS	30207813	120092	03/2012	132.93
09/22/2011	79158	SASE COMPANY, INC	327			1,498.81
101-5010-431.28-01	09/06/2011	DRUM/CUTTTER SET	IN98429	120289	03/2012	1,498.81
09/22/2011	79159	SHARP REES-STEALY MEDICAL CNTR	390			30.00
101-1130-412.21-04	09/10/2011	HANSEN, BRITTANY	240	120100	03/2012	30.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
09/22/2011	79160	SKS INC.	412			6,000.51
501-1921-419.28-15	09/08/2011	350.1 G DIESEL/1000 G REG	1242704-IN	120058	03/2012	5,123.86
501-1921-419.28-15	09/13/2011	220.6 GAL DIESEL FUEL	1242846-IN	120058	03/2012	876.65
09/22/2011	79161	SOUTH WEST SIGNAL	488			160.00
101-5010-431.21-04	08/31/2011	AUGUST 2011 MONTHLY MAINT	50444	120047	02/2012	160.00
09/22/2011	79162	SUNGARD PUBLIC SECTOR INC.	1370			7,800.00
503-1923-419.20-25	08/31/2011	TECH MAINT OCT '11-OCT 12	40342	120303	02/2012	7,800.00
09/22/2011	79163	TELEVISION EQUIPMENT ASSOCIATE	607			2,028.10
101-3030-423.50-04	08/26/2011	LG DIVER'S KIT	0023735-IN	120208	02/2012	2,028.10
09/22/2011	79164	TERRA BELLA NURSERY, INC.	1946			77.41
101-6020-452.30-02	08/17/2011	PLANTS	58804	120043	02/2012	77.41
09/22/2011	79165	TRAFFIC CONTROL SERVICE INC.	684			381.15
101-5010-431.21-23	08/25/2011	MARKER	1038332	120032	02/2012	83.74
101-5010-431.30-02	09/02/2011	ADHESIVE PAD	1039555	120032	03/2012	161.39
101-5010-431.21-23	09/08/2011	ADHESIVE PADS-RSED MARKRS	1040112	120032	03/2012	136.02
09/22/2011	79166	TRAFFIC SAFETY MATERIALS, LLC.	2369			1,849.12
101-5010-431.21-23	08/26/2011	OBJECT MARKER/SIGN POSTS	1145	120203	02/2012	1,849.12
09/22/2011	79167	TRANSWORLD SYSTEMS INC.	2160			835.62
101-1920-419.21-04	08/31/2011	AUGUST 2011 COLLECTION	377805		03/2012	835.62
09/22/2011	79168	VERIZON WIRELESS	2317			1,453.70
101-5020-432.27-05	09/08/2011	08/09/2011-09/08/2011	1010864483		03/2012	483.54
101-3040-424.27-05	09/08/2011	08/09/2011-09/08/2011	1010864483		03/2012	138.42
101-3020-422.27-05	09/08/2011	08/09/2011-09/08/2011	1010864483		03/2012	108.00
101-3030-423.27-05	09/08/2011	08/09/2011-09/08/2011	1010864483		03/2012	272.89
101-3070-427.27-05	09/08/2011	08/09/2011-09/08/2011	1010864483		03/2012	84.66
101-1230-413.27-05	09/08/2011	08/09/2011-09/08/2011	1010864483		03/2012	99.38
503-1923-419.27-05	09/08/2011	08/09/2011-09/08/2011	1010864483		03/2012	257.12
503-1923-419.27-05	09/08/2011	08/09/2011-09/08/2011	1010864483		03/2012	9.69
09/22/2011	79169	WAGE WORKS INC.	2210			97.25
101-1920-419.21-04	09/19/2011	SEPT 2011	125AI0169161	120126	03/2012	97.25
09/22/2011	79170	WEST GROUP CTR	826			124.44
101-1020-411.28-14	09/01/2011	AUGUST 2011	823416472	120204	03/2012	124.44
09/22/2011	79171	WESTERN HOSE & GASKET	836			686.81
601-5060-436.28-01	09/07/2011	10' & 15' HYDL HOSE	256372	120068	03/2012	573.43
601-5060-436.28-01	08/25/2011	KANAFLEX SUCTION HOSE	255949	120068	02/2012	113.38
VOIDED CHECK # 79172						
09/22/2011	79173	ALLIANT INSURANCE SERVICES	1193			2,846.69
101-0000-209.01-13	09/01/2011	PR PPE 08/25/2011	20110901		03/2012	488.40

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
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101-0000-209.01-14	09/15/2011	PR AP PPE 9/08/2011	20110915		03/2012	500.69
101-1010-411.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	27.14
101-1020-411.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	29.43
101-1110-412.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	113.27
101-1130-412.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	46.65
101-1210-413.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	63.22
101-1230-413.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	24.63
101-3070-427.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	3.49
101-3080-428.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	.87
101-1910-419.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	8.72
101-3010-421.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	9.11
101-3020-422.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	59.16
101-3030-423.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	54.80
101-3040-424.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	30.52
101-3050-425.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	3.88
101-3060-426.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	7.76
101-5020-432.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	82.84
101-5010-431.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	21.80
101-5040-434.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	5.67
101-6020-452.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	8.72
101-6010-451.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	4.36
101-6040-454.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	17.44
245-1240-413.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	14.39
402-5000-432.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	8.72
405-1260-413.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	191.86
405-5030-433.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	8.72
601-5060-436.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	21.80
601-5050-436.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	24.85
501-1921-419.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	8.72
502-1922-419.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	10.42
503-1923-419.11-04	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	28.35
101-0000-209.01-13	09/01/2011	SEP 2011 DISABILITY/LIFE/	09-01-2011		03/2012	58.80-
09/22/2011	79174	BARROWS CONSTRUCTION	2062			2,180.00
248-1920-519.20-06	08/24/2011	C&G-850 EMORY ST	62	120365	02/2012	1,380.00
248-1920-519.20-06	09/07/2011	C&G-850 EMORY ST	66	120366	03/2012	800.00
09/22/2011	79175	PREFERRED BENEFIT INS ADMIN IN	37			2,521.87
101-0000-209.01-12	08/18/2011	PR AP PPE 08/11/2011	20110818		02/2012	1,188.59
101-0000-209.01-12	09/01/2011	PR PPE 08/25/2011	20110901		03/2012	1,188.59
101-0000-209.01-12	09/15/2011	PR AP PPE 9/08/2011	20110915		03/2012	1,206.85
101-0000-209.01-12	09/01/2011	SEP 2011 - DENTAL	EIA3751		03/2012	1,188.59-
101-0000-209.01-12	09/01/2011	SEP 2011 - DENTAL	EIA3751		03/2012	18.44
101-0000-209.01-12	09/01/2011	SEP 2011 - DENTAL	EIA3751		03/2012	107.99
09/22/2011	79176	VISION PLAN OF AMERICA	785			163.82
101-0000-209.01-18	08/18/2011	PR AP PPE 08/11/2011	20110818		02/2012	76.96
101-0000-209.01-18	09/01/2011	PR PPE 08/25/2011	20110901		03/2012	76.96

PREPARED 09/29/2011, 12:49:58
PROGRAM: GM350L
CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
FROM 08/25/2011 TO 09/22/2011

PAGE 26
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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-0000-209.01-18	09/15/2011	PR AP PPE 9/08/2011	20110915		03/2012	76.96	
101-0000-209.01-18	09/01/2011	OCTOBER 2011 - VISION	09-01-2011		03/2012	76.96-	
101-1920-419.29-04	09/01/2011	OCTOBER 2011 - VISION	09-01-2011		03/2012	9.90	
DATE RANGE TOTAL *						1,757,455.12 *	



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER *G.R.*

MEETING DATE: October 5, 2011

ORIGINATING DEPT.: City Manager

SUBJECT: ADOPT RESOLUTION NO. 2011-7088 APPROVING THE FISCAL YEAR 2011-12 AND FISCAL YEAR 2012-13 SALARY AND COMPENSATION PLAN FOR ALL EMPLOYEES AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC AND THE IMPERIAL BEACH FIREFIGHTERS ASSOCIATION

BACKGROUND:

The City Council authorizes and approves all salary and benefit plans for employees and establishes salary ranges pursuant to the recommendation by the City Manager. The City Council must approve a Salary and Compensation Plan for all employees including Appointive Management, Confidential, Classified Service and Temporary/Part-time employees.

The City completed negotiations with the Service Employees International Union Local 221, CTW, CLC ("SEIU") and the Imperial Beach Firefighters Association Local 4692 ("Firefighters Association") for two (2) year Memorandums of Understanding ("MOU") for Fiscal Years 2011-2012 and 2012-2013. As part of the process to implement the new (MOUs) with (SEIU and the Firefighters Association staff has updated the Salary and Compensation Plan for FY 2011-12 & FY 2012-13 for City Council's approval. The Salary and Compensation Plan also includes changes for unrepresented employees, including Appointive Management and Confidential employees. In addition staff is requesting that the Council approve an updated listing of those employee classes represented by SEIU and Firefighters Association.

DISCUSSION:

The changes to the Salary and Compensation Plan are those specified in the new MOU with SEIU and the Firefighters Association. The Salary and Compensation Plan attached as Exhibit "A" contains three sections that memorialize 1) Position classification; 2) Salary Ranges; 3) Employee benefit summaries by group.

The adopted Salary and Compensation Plan for FY 2011-13 will be used to implement the compensation and benefit increases negotiated with SEIU and the Firefighters Association as well as the changes to salary and benefits for unrepresented Appointive Management and Confidential employees. In addition, attached as Exhibits "B and C" is an updated listing of those positions represented by SEIU and the Firefighters' Association for Council's approval. Finally pursuant to negotiations with the Firefighters Association attached is the job description for the new Firefighter/Paramedic Recruit classification.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

The Salary and Compensation Plan is effective through June 30, 2013. The current budget was presented as a status quo budget. The City will adjust the department budgets to reflect costs associated with the agreement with SEIU and the Firefighter Association and for costs associated with providing stipends and benefits to the unrepresented groups.

Stipend and benefit increases for SEIU will cost approximately \$63,268 in FY 2011-12 and \$20,143 in FY 2012-13 and are currently budgeted in the existing budget. Stipend and benefit increases for the Firefighters Association will cost approximately \$63,268 in FY 2011-12 and \$20,143 in FY 2012-13 and are currently budgeted in the existing budget. Increased employee contributions towards pensions, reduced health care expenditures, and a second tier for retirement will present significant long term savings for the City.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2011-7088 approving FY 2011-12 & FY 2012-13 Salary and Compensation Plan for certain employee groups and recognizing those classifications represented by the Service Employees International Union Local 221, CTW, CLC and the City of Imperial Beach Firefighter Association.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary R. Brown, City Manager

Attachments:

1. Resolution 2011-7088
2. Exhibit "A" Imperial Beach Salary and Compensation Plan for FY 2011-12 and FY 2012-13 effective July 1, 2011.
3. Exhibit "B" SEIU Local 221 Miscellaneous Service Recognized classifications
4. Exhibit "C" Firefighters Association Recognized Classifications
5. Exhibit "D" Firefighter/Paramedic Recruit Job Description..

RESOLUTION NO. 2011-7088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FISCAL YEAR 2011-12 AND FISCAL YEAR 2012-13 SALARY AND COMPENSATION PLAN FOR ALL EMPLOYEE AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC AND THE IMPERIAL BEACH FIREFIGHTERS ASSOCIATION.

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, ("City)) are governed by California Government Code section 3500 through 3511 know as the Meyers-Milias-Brown Act, and

WHEREAS, the Service Employees International Union Local 221, CTW, CLC (hereinafter, ("SEIU")), is the exclusive bargaining agent for the employees in the City's Miscellaneous Classified Service and

WHEREAS, the Imperial Beach Firefighter's Association Local 4692 ("Firefighters' Association") is the exclusive bargaining agent and representative of the City's sworn Fire employees; and

WHEREAS, the City held "meet and confer" sessions with SEIU and the Firefighters' Association and reached agreement with each of the groups for new Memorandums of Understanding ("MOUs") for Fiscal Years 2011-2013; and

WHEREAS, pursuant to Resolution 2011-7087 the City Council approved an MOU for Fiscal Years 2011-2013 for employees represented by SEIU, and

WHEREAS, pursuant to Resolution 2011-7089, the City Council approved an MOU for Fiscal years 2011-2013 for employees represented by the Firefighters' Association; and

WHEREAS, the City's Salary and Compensation Plan has been updated as part of the process to implement the terms of the new (MOU's) with SEIU and Firefighters' Association; and

WHEREAS, the City Council must approve a salary and compensation plan for all employees including Appointive Management, Confidential, Classified Service and Temporary/Part-time employees; and

WHEREAS, the list of Recognized Represented Classifications for Fiscal Year 2011-12 and Fiscal Year 2012-13 for SEIU and the Firefighters Association employees has been updated as part of the process to implement the terms of the new MOUs with SEIU and the Firefighters' Association; and

WHEREAS, pursuant to the negotiated terms with the Firefighters' Association the City will create a new classification of Firefighters/Paramedic Recruit, and

WHEREAS, the City Council has reviewed and considered the City Manager's recommendations for the Salary and Compensation Plan (attached hereto as Exhibit A), changes to the City's list of recognized classifications for SEIU and Firefighters' Association employees (attached hereto as Exhibits B and C, respectively), and the job description for the new Firefighter/Paramedic Recruit classification (Attached hereto as Exhibit D) and is prepared to adopt the changes for Fiscal Year 2011-2012 and Fiscal Year 2012-2013 as recommended.

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

1. That the foregoing recitations are true and correct.
2. The attached Salary and Compensation Plan for Fiscal Year 2011-12 and Fiscal Year 2012-13 adopted by the City Council of the City of Imperial Beach and is retroactive to July 1, 2011.
3. The attached City of Imperial Beach Recognized Represented Classifications for Fiscal Year 2011-12 and Fiscal Year 2012-13 and the Firefighters Association employees is hereby adopted by the City Council of the City of Imperial Beach, and is retroactive to July 1, 2011.
4. The attached job description for Firefighter/Paramedic Recruit is hereby adopted by the City Council of the City of Imperial Beach
5. The City Manager is empowered, authorized, and instructed to place the present classifications in the appropriate step of the established standard salary rate in accordance with length of service and meritorious service.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 5th day of October, 2011, by the following roll call vote:

AYES:

NOES:

ABSENT:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

Exhibit "A"



City of Imperial Beach

**FY 2011-2013
SALARY & COMPENSATION SCHEDULE**

Adopted by Resolution No. 2011-7074

City of Imperial Beach

SECTION 1
POSITION CLASSIFICATIONS
AND MONTHLY COMPENSATION SCHEDULE

FY 2011-2013

Exhibit "B"

FY 2011-2013

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

ADMINISTRATIVE, CLERICAL AND FISCAL GROUP

1. Administrative Assistant (CIP)
2. Administrative Secretary I
3. Administrative Secretary II
4. Account Clerk/Technician
5. Administrative Intern
6. Building/Code Compliance Specialist
7. Clerk Typist
8. Copier Clerk
9. Craft Instructor
10. Customer Service Specialist
11. Junior Clerk Typist
12. Office Specialist
13. Senior Account/Clerk Technician

MAINTENANCE GROUP

1. Beach Maintenance Worker
2. Custodian
3. Graffiti Program Coordinator
4. Heavy Equipment Operator
5. Pier/Beach Maintenance Worker
6. Maintenance Worker II
7. Maintenance Worker I
8. Maintenance Worker
9. Mechanic II
10. Mechanic I
11. Mechanic Helper

PROFESSIONAL, SERVICE, AND TECHNICAL GROUP

1. Animal Control/Community Services Officer
2. Assistant Planner
3. Assistant Project Manager
4. Associate Planner
5. Building/Housing Inspector II
6. Building Inspector I
7. Building and Planning Technician
8. Capital Improvement Program Manager
9. Code Compliance Officer
10. Deputy Building Official
11. Environmental Program Specialist
12. Fire Safety Inspector II
13. Network Systems Technician
14. Program Coordinator
15. Program Aide

FY 2011-2013

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS

(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

16. Project Management Technician
17. Public Works Inspector
18. Recreation Leader
19. Recreation Program Coordinator
20. Recreation Program Aide
21. Residential Fire/Safety Inspector

PUBLIC SAFETY GROUP

1. Beach Lifeguard II
2. Beach Lifeguard I

SUPERVISORY GROUP

1. Beach Lifeguard Lieutenant
2. Beach Lifeguard Sergeant
3. Grounds & Facilities Supervisor
4. Fleet Supervisor
5. Senior Public Works Supervisor
6. Sewer Supervisor
7. Street Supervisor
8. Tidelands Supervisor

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2011 - June 30, 2013

SWORN FIRE EMPLOYEES

FIRE RANGE 06-40 HRS							
Hourly	06/01	06/02	06/03	06/04	06/05	06/06	06/07
	21.7460	22.8320	23.9740	25.1740	26.4320	27.7540	29.1417
BI-WEEKLY	1739.68	1826.56	1917.92	2013.92	2114.56	2220.32	2331.30
ANNUAL	45231.68	47490.56	49865.92	52361.92	54978.56	57728.32	60614.74
FIRE RANGE 07-40 HRS							
Hourly	07/01	07/02	07/03	07/04	07/05	07/06	07/07
	24.2000	25.4100	26.6810	28.0150	29.4160	30.8870	32.43135
BI-WEEKLY	1936.00	2032.80	2134.48	2241.20	2353.28	2470.96	2594.508
ANNUAL	50336.00	52852.80	55496.48	58271.20	61185.28	64244.96	67457.208
FIRE RANGE 08-40 HRS							
Hourly	8/01	8/02	8/03	8/04	8/05	8/06	8/07
	28.6410	30.0730	31.5760	33.1560	34.8130	36.5540	38.3817
BI-WEEKLY	2291.28	2405.84	2526.08	2652.48	2785.04	2924.32	3070.536
ANNUAL	59573.28	62551.84	65678.08	68964.48	72411.04	76032.32	79833.936
FIRE RANGE 6P-40 HRS							
Hourly	06P/01	06P/02	06P/03	06P/04	06P/05	06P/06	06P/07
	24.2030	25.4130	26.6840	28.0180	29.4190	30.8900	32.4345
BI-WEEKLY	1936.24	2033.04	2134.72	2241.44	2353.52	2471.20	2594.76
ANNUAL	50342.24	52859.04	55502.72	58277.44	61191.52	64251.20	67463.76
FIRE RANGE 7P-40 HRS							
Hourly	07P/01	07P/02	07P/03	07P/04	07P/05	07P/06	07P/07
	26.0160	27.3170	28.6820	30.1170	31.6220	33.2040	34.8642
BI-WEEKLY	2081.28	2185.36	2294.56	2409.36	2529.76	2656.32	2789.136
ANNUAL	54113.28	56819.36	59658.56	62643.36	65773.76	69064.32	72517.536
FIRE RANGE 9P-40 HRS							
Hourly	23.0504						
BI-WEEKLY	1844.03						
ANNUAL	47944.83						
FIRE RANGE F06-56 HRS							
Hourly	F06/01	F06/02	F06/03	F06/04	F06/05	F06/06	F06/07
	15.5320	16.3100	17.1250	17.9810	18.8800	19.8240	20.8152
BI-WEEKLY	1739.58	1826.72	1918.00	2013.87	2114.56	2220.29	2331.30
ANNUAL	45229.18	47494.72	49868.00	52360.67	54978.56	57727.49	60613.86
FIRE RANGE F07-56 HRS							
Hourly	F07/01	F07/02	F07/03	F07/04	F07/05	F07/06	F07/07
	17.2860	18.1500	19.0580	20.0100	21.0120	22.0620	23.1651
BI-WEEKLY	1936.03	2032.80	2134.50	2241.12	2353.34	2470.94	2594.487
ANNUAL	50336.83	52852.80	55496.90	58269.12	61186.94	64244.54	67456.767
FIRE RANGE F08-56 HRS							
Hourly	F08/01	F08/02	F08/03	F08/04	F08/05	F08/06	F08/07
	20.4580	21.4800	22.5550	23.6820	24.8670	26.1100	27.4155
BI-WEEKLY	2291.30	2405.76	2526.16	2652.38	2785.10	2924.32	3070.536
ANNUAL	59573.70	62549.76	65680.16	68961.98	72412.70	76032.32	79833.936
FIRE RANGE FP6-56 HRS							
Hourly	FP6/01	FP6/02	FP6/03	FP6/04	FP6/05	FP6/06	FP6/07
	17.2880	18.1520	19.0590	20.0130	21.0140	22.0640	23.1672
BI-WEEKLY	1936.26	2033.02	2134.61	2241.46	2353.57	2471.17	2594.7285
ANNUAL	50342.66	52858.62	55499.81	58277.86	61192.77	64250.37	67462.889
FIRE RANGE FP7-56 HRS							
Hourly	FP7/01	FP7/02	FP7/03	FP7/04	FP7/05	FP7/06	FP7/07
	18.5830	19.5120	20.4870	21.5120	22.5870	23.7160	24.9018
BI-WEEKLY	2081.30	2185.34	2294.54	2409.34	2529.74	2656.19	2788.9995
ANNUAL	54113.70	56818.94	59658.14	62642.94	65773.34	69060.99	72514.04
FIRE RANGE FP9-56 HRS							
Hourly	16.4648						
BI-WEEKLY	1844.03						
ANNUAL	47944.83						

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	09/01	09/02	09/03	09/04	09/05	09/06
RANGE 09						
Hourly	8.1680	8.5780	9.0110	9.4630	9.9370	10.4320
BI-WEEKLY	653.44	686.24	720.88	757.04	794.96	834.56
ANNUAL	16989.44	17842.24	18742.88	19683.04	20668.96	21698.56
RANGE 10						
Hourly	8.3690	8.7870	9.2270	9.6870	10.1740	10.6830
BI-WEEKLY	669.52	702.96	738.16	774.96	813.92	854.64
ANNUAL	17407.52	18276.96	19192.16	20148.96	21161.92	22220.64
RANGE 11						
Hourly	8.5780	9.0110	9.4630	9.9370	10.4320	10.9540
BI-WEEKLY	686.24	720.88	757.04	794.96	834.56	876.32
ANNUAL	17842.24	18742.88	19683.04	20668.96	21698.56	22784.32
RANGE 12						
Hourly	8.7940	9.2330	9.6940	10.1810	10.6900	11.2270
BI-WEEKLY	703.52	738.64	775.52	814.48	855.20	898.16
ANNUAL	18291.52	19204.64	20163.52	21176.48	22235.20	23352.16
RANGE 13						
Hourly	9.0180	9.4700	9.9440	10.4390	10.9620	11.5120
BI-WEEKLY	721.44	757.60	795.52	835.12	876.96	920.96
ANNUAL	18757.44	19697.60	20683.52	21713.12	22800.96	23944.96
RANGE 14						
Hourly	9.2410	9.7000	10.1890	10.6970	11.2340	11.7980
BI-WEEKLY	739.28	776.00	815.12	855.76	898.72	943.84
ANNUAL	19221.28	20176.00	21193.12	22249.76	23366.72	24539.84
RANGE 15						
Hourly	9.3350	9.7980	10.2860	10.8010	11.3450	11.9100
BI-WEEKLY	746.80	783.84	822.88	864.08	907.60	952.80
ANNUAL	19416.80	20379.84	21394.88	22466.08	23597.60	24772.80
RANGE 16						
Hourly	9.5680	10.0490	10.5510	11.0800	11.6380	12.2230
BI-WEEKLY	765.44	803.92	844.08	886.40	931.04	977.84
ANNUAL	19901.44	20901.92	21946.08	23046.40	24207.04	25423.84
RANGE 17						
Hourly	9.8050	10.2930	10.8090	11.3520	11.9160	12.5150
BI-WEEKLY	784.40	823.44	864.72	908.16	953.28	1001.20
ANNUAL	20394.40	21409.44	22482.72	23612.16	24785.28	26031.20
RANGE 18						
Hourly	10.0810	10.5850	11.1150	11.6730	12.2580	12.8710
BI-WEEKLY	806.48	846.80	889.20	933.84	980.64	1029.68
ANNUAL	20968.48	22016.80	23119.20	24279.84	25496.64	26771.68
RANGE 19						
Hourly	10.3640	10.8850	11.4290	12.0000	12.5990	13.2260
BI-WEEKLY	829.12	870.80	914.32	960.00	1007.92	1058.08
ANNUAL	21557.12	22640.80	23772.32	24960.00	26205.92	27510.08
RANGE 20						
Hourly	10.6200	11.1500	11.7070	12.2930	12.9050	13.5540
BI-WEEKLY	849.60	892.00	936.56	983.44	1032.40	1084.32
ANNUAL	22089.60	23192.00	24350.56	25569.44	26842.40	28192.32
RANGE 21						
Hourly	10.8850	11.4290	12.0000	12.5990	13.2260	13.8890
BI-WEEKLY	870.80	914.32	960.00	1007.92	1058.08	1111.12
ANNUAL	22640.80	23772.32	24960.00	26205.92	27510.08	28889.12
RANGE 22						
Hourly	11.1570	11.7140	12.3000	12.9130	13.5610	14.2380
BI-WEEKLY	892.56	937.12	984.00	1033.04	1084.88	1139.04
ANNUAL	23206.56	24365.12	25584.00	26859.04	28206.88	29615.04

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RANGE 23						
Hourly	11.4360	12.0070	12.6060	13.2340	13.8960	14.5930
BI-WEEKLY	914.88	960.56	1008.48	1058.72	1111.68	1167.44
ANNUAL	23786.88	24974.56	26220.48	27526.72	28903.68	30353.44
RANGE 24	24/01	24/02	24/03	24/04	24/05	24/06
Hourly	11.8350	12.4250	13.0450	13.7000	14.3830	15.1010
BI-WEEKLY	946.80	994.00	1043.60	1096.00	1150.64	1208.08
ANNUAL	24616.80	25844.00	27133.60	28496.00	29916.64	31410.08
RANGE 25	25/01	25/02	25/03	25/04	25/05	25/06
Hourly	12.1320	12.7390	13.3730	14.0420	14.7460	15.4850
BI-WEEKLY	970.56	1019.12	1069.84	1123.36	1179.68	1238.80
ANNUAL	25234.56	26497.12	27815.84	29207.36	30671.68	32208.80
RANGE 26	26/01	26/02	26/03	26/04	26/05	26/06
Hourly	12.4390	13.0600	13.7140	14.3970	15.1150	15.8680
BI-WEEKLY	995.12	1044.80	1097.12	1151.76	1209.20	1269.44
ANNUAL	25873.12	27164.80	28525.12	29945.76	31439.20	33005.44
RANGE 27	27/01	27/02	27/03	27/04	27/05	27/06
Hourly	12.7520	13.3940	14.0630	14.7660	15.5050	16.2790
BI-WEEKLY	1020.16	1071.52	1125.04	1181.28	1240.40	1302.32
ANNUAL	26524.16	27859.52	29251.04	30713.28	32250.40	33860.32
RANGE 28	28/01	28/02	28/03	28/04	28/05	28/06
Hourly	13.0730	13.7280	14.4190	15.1360	15.8960	16.6890
BI-WEEKLY	1045.84	1098.24	1153.52	1210.88	1271.68	1335.12
ANNUAL	27191.84	28554.24	29991.52	31482.88	33063.68	34713.12
RANGE 29	29/01	29/02	29/03	29/04	29/05	29/06
Hourly	13.4730	14.1460	14.8570	15.6030	16.3830	17.2060
BI-WEEKLY	1077.84	1131.68	1188.56	1248.24	1310.64	1376.48
ANNUAL	28023.84	29423.68	30902.56	32454.24	34076.64	35788.48
RANGE 30	30/01	30/02	30/03	30/04	30/05	30/06
Hourly	14.0020	14.7040	15.4420	16.2160	17.0250	17.8750
BI-WEEKLY	1120.16	1176.32	1235.36	1297.28	1362.00	1430.00
ANNUAL	29124.16	30584.32	32119.36	33729.28	35412.00	37180.00
RANGE 31	31/01	31/02	31/03	31/04	31/05	31/06
Hourly	14.3560	15.0730	15.8260	16.6200	17.4490	18.3210
BI-WEEKLY	1148.48	1205.84	1266.08	1329.60	1395.92	1465.68
ANNUAL	29860.48	31351.84	32918.08	34569.60	36293.92	38107.68
RANGE 32	32/01	32/02	32/03	32/04	32/05	32/06
Hourly	14.8210	15.5610	16.3420	17.1570	18.0140	18.9130
BI-WEEKLY	1185.68	1244.88	1307.36	1372.56	1441.12	1513.04
ANNUAL	30827.68	32366.88	33991.36	35686.56	37469.12	39339.04
RANGE 33	33/01	33/02	33/03	33/04	33/05	33/06
Hourly	15.0890	15.8470	16.6410	17.4710	18.3410	19.2610
BI-WEEKLY	1207.12	1267.76	1331.28	1397.68	1467.28	1540.88
ANNUAL	31385.12	32961.76	34613.28	36339.68	38149.28	40062.88
RANGE 34	34/01	34/02	34/03	34/04	34/05	34/06
Hourly	15.2410	16.0000	16.8010	17.6450	18.5300	19.4560
BI-WEEKLY	1219.28	1280.00	1344.08	1411.60	1482.40	1556.48
ANNUAL	31701.28	33280.00	34946.08	36701.60	38542.40	40468.48
RANGE 35	35/01	35/02	35/03	35/04	35/05	35/06
Hourly	15.6230	16.4040	17.2270	18.0910	18.9960	19.9450
BI-WEEKLY	1249.84	1312.32	1378.16	1447.28	1519.68	1595.60
ANNUAL	32495.84	34120.32	35832.16	37629.28	39511.68	41485.60
RANGE 36	36/01	36/02	36/03	36/04	36/05	36/06
Hourly	16.0140	16.8160	17.6580	18.5430	19.4700	20.4460
BI-WEEKLY	1281.12	1345.28	1412.64	1483.44	1557.60	1635.68
ANNUAL	33309.12	34977.28	36728.64	38569.44	40497.60	42527.68

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RANGE 37						
Hourly	16.2050	17.0180	17.8670	18.7590	19.7000	20.6820
BI-WEEKLY	1296.40	1361.44	1429.36	1500.72	1576.00	1654.56
ANNUAL	33706.40	35397.44	37163.36	39018.72	40976.00	43018.56
RANGE 38						
Hourly	16.7340	17.5680	18.4460	19.3660	20.3350	21.3520
BI-WEEKLY	1338.72	1405.44	1475.68	1549.28	1626.80	1708.16
ANNUAL	34806.72	36541.44	38367.68	40281.28	42296.80	44412.16
RANGE 39						
Hourly	17.0160	17.8670	18.7590	19.7000	20.6820	21.7140
BI-WEEKLY	1361.28	1429.36	1500.72	1576.00	1654.56	1737.12
ANNUAL	35393.28	37163.36	39018.72	40976.00	43018.56	45165.12
RANGE 40						
Hourly	17.2120	18.0760	18.9830	19.9300	20.9270	21.9720
BI-WEEKLY	1376.96	1446.08	1518.64	1594.40	1674.16	1757.76
ANNUAL	35800.96	37598.08	39484.64	41454.40	43528.16	45701.76
RANGE 41						
Hourly	17.6700	18.5500	19.4780	20.4530	21.4770	22.5510
BI-WEEKLY	1413.60	1484.00	1558.24	1636.24	1718.16	1804.08
ANNUAL	36753.60	38584.00	40514.24	42542.24	44672.16	46906.08
RANGE 42						
Hourly	17.8870	18.7800	19.7210	20.7100	21.7500	22.8360
BI-WEEKLY	1430.96	1502.40	1577.68	1656.80	1740.00	1826.88
ANNUAL	37204.96	39062.40	41019.68	43076.80	45240.00	47498.88
RANGE 43						
Hourly	18.3760	19.2970	20.2580	21.2680	22.3340	23.4490
BI-WEEKLY	1470.08	1543.76	1620.64	1701.44	1786.72	1875.92
ANNUAL	38222.08	40137.76	42136.64	44237.44	46454.72	48773.92
RANGE 44						
Hourly	18.7950	19.7350	20.7250	21.7630	22.8500	23.9930
BI-WEEKLY	1503.60	1578.80	1658.00	1741.04	1828.00	1919.44
ANNUAL	39093.60	41048.80	43108.00	45267.04	47528.00	49905.44
RANGE 45						
Hourly	18.9660	19.9170	20.9130	21.9590	23.0590	24.2090
BI-WEEKLY	1517.28	1593.36	1673.04	1756.72	1844.72	1936.72
ANNUAL	39449.28	41427.36	43499.04	45674.72	47962.72	50354.72
RANGE 46						
Hourly	19.5100	20.4880	21.5130	22.5860	23.7140	24.8990
BI-WEEKLY	1560.80	1639.04	1721.04	1806.88	1897.12	1991.92
ANNUAL	40580.80	42615.04	44747.04	46978.88	49325.12	51789.92
RANGE 47						
Hourly	20.0000	21.0030	22.0560	23.1570	24.3130	25.5260
BI-WEEKLY	1600.00	1680.24	1764.48	1852.56	1945.04	2042.08
ANNUAL	41600.00	43686.24	45876.48	48166.56	50571.04	53094.08
RANGE 48						
Hourly	20.5390	21.5680	22.6480	23.7840	24.9760	26.2230
BI-WEEKLY	1643.12	1725.44	1811.84	1902.72	1998.08	2097.84
ANNUAL	42721.12	44861.44	47107.84	49470.72	51950.08	54543.84
RANGE 49						
Hourly	21.0520	22.1050	23.2130	24.3760	25.5960	26.8780
BI-WEEKLY	1684.16	1768.40	1857.04	1950.08	2047.68	2150.24
ANNUAL	43788.16	45978.40	48283.04	50702.08	53239.68	55906.24
RANGE 50						
Hourly	22.0470	23.1500	24.3070	25.5190	26.7940	28.1320
BI-WEEKLY	1763.76	1852.00	1944.56	2041.52	2143.52	2250.56
ANNUAL	45857.76	48152.00	50558.56	53079.52	55731.52	58514.56

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RANGE 51	51/01	51/02	51/03	51/04	51/05	51/06
Hourly	22.2570	23.3720	24.5440	25.7710	27.0590	28.4110
BI-WEEKLY	1780.56	1869.76	1963.52	2061.68	2164.72	2272.88
ANNUAL	46294.56	48613.76	51051.52	53603.68	56282.72	59094.88
RANGE 52	52/01	52/02	52/03	52/04	52/05	52/06
Hourly	22.5900	23.7210	24.9060	26.1530	27.4640	28.8360
BI-WEEKLY	1807.20	1897.68	1992.48	2092.24	2197.12	2306.88
ANNUAL	46987.20	49339.68	51804.48	54398.24	57125.12	59978.88
RANGE 53	53/01	53/02	53/03	53/04	53/05	53/06
Hourly	23.1570	24.3130	25.5260	26.8010	28.1400	29.5470
BI-WEEKLY	1852.56	1945.04	2042.08	2144.08	2251.20	2363.76
ANNUAL	48166.56	50571.04	53094.08	55746.08	58531.20	61457.76
RANGE 54	54/01	54/02	54/03	54/04	54/05	54/06
Hourly	23.7350	24.9200	26.1670	27.4770	28.8510	30.2920
BI-WEEKLY	1898.80	1993.60	2093.36	2198.16	2308.08	2423.36
ANNUAL	49368.80	51833.60	54427.36	57152.16	60010.08	63007.36
RANGE 55	55/01	55/02	55/03	55/04	55/05	55/06
Hourly	24.4600	25.6870	26.9690	28.3210	29.7360	31.2200
BI-WEEKLY	1956.80	2054.96	2157.52	2265.68	2378.88	2497.60
ANNUAL	50876.80	53428.96	56095.52	58907.68	61850.88	64937.60
RANGE 56	56/01	56/02	56/03	56/04	56/05	56/06
Hourly	25.0730	26.3270	27.6450	29.0250	30.4740	32.0000
BI-WEEKLY	2005.84	2106.16	2211.60	2322.00	2437.92	2560.00
ANNUAL	52151.84	54760.16	57501.60	60372.00	63385.92	66560.00
RANGE 57	57/01	57/02	57/03	57/04	57/05	57/06
Hourly	25.7000	26.9830	28.3340	29.7490	31.2330	32.7940
BI-WEEKLY	2056.00	2158.64	2266.72	2379.92	2498.64	2623.52
ANNUAL	53456.00	56124.64	58934.72	61877.92	64964.64	68211.52
RANGE 58	58/01	58/02	58/03	58/04	58/05	58/06
Hourly	26.3420	27.6580	29.0380	30.4880	32.0140	33.6170
BI-WEEKLY	2107.36	2212.64	2323.04	2439.04	2561.12	2689.36
ANNUAL	54791.36	57528.64	60399.04	63415.04	66589.12	69923.36
RANGE 59	59/01	59/02	59/03	59/04	59/05	59/06
Hourly	27.0030	28.3550	29.7700	31.2610	32.8220	34.4670
BI-WEEKLY	2160.24	2268.40	2381.60	2500.88	2625.76	2757.36
ANNUAL	56166.24	58978.40	61921.60	65022.88	68269.76	71691.36
RANGE 60	60/01	60/02	60/03	60/04	60/05	60/06
Hourly	27.6790	29.0660	30.5220	32.0490	33.6510	35.3310
BI-WEEKLY	2214.32	2325.28	2441.76	2563.92	2692.08	2826.48
ANNUAL	57572.32	60457.28	63485.76	66661.92	69994.08	73488.48
RANGE 61	61/01	61/02	61/03	61/04	61/05	61/06
Hourly	28.3690	29.7910	31.2820	32.8440	34.5020	36.2300
BI-WEEKLY	2269.52	2383.28	2502.56	2627.52	2760.16	2898.40
ANNUAL	59007.52	61965.28	65066.56	68315.52	71764.16	75358.40
RANGE 62	62/01	62/02	62/03	62/04	62/05	62/06
Hourly	29.0800	30.5370	32.0620	33.6650	35.3520	37.1220
BI-WEEKLY	2326.40	2442.96	2564.96	2693.20	2828.16	2969.76
ANNUAL	60486.40	63516.96	66688.96	70023.20	73532.16	77213.76
RANGE 63	63/01	63/02	63/03	63/04	63/05	63/06
Hourly	29.3590	30.8300	32.3700	33.9860	35.6870	37.4700
BI-WEEKLY	2348.72	2466.40	2589.60	2718.88	2854.96	2997.60
ANNUAL	61066.72	64126.40	67329.60	70690.88	74228.96	77937.60
RANGE 64	64/01	64/02	64/03	64/04	64/05	64/06
Hourly	30.0910	31.5950	33.1780	34.8360	36.5780	38.4040
BI-WEEKLY	2407.28	2527.60	2654.24	2786.88	2926.24	3072.32
ANNUAL	62589.28	65717.60	69010.24	72458.88	76082.24	79880.32

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RANGE 65						
Hourly	30.8430	32.3830	34.0000	35.7000	37.4850	39.3590
BI-WEEKLY	2467.44	2590.64	2720.00	2856.00	2998.80	3148.72
ANNUAL	64153.44	67356.64	70720.00	74256.00	77968.80	81866.72
RANGE 66						
Hourly	31.6160	33.1990	34.8570	36.6000	38.4320	40.3560
BI-WEEKLY	2529.28	2655.92	2788.56	2928.00	3074.56	3228.48
ANNUAL	65761.28	69053.92	72502.56	76128.00	79938.56	83940.48
RANGE 67						
Hourly	32.4040	34.0280	35.7280	37.5130	39.3870	41.3590
BI-WEEKLY	2592.32	2722.24	2858.24	3001.04	3150.96	3308.72
ANNUAL	67400.32	70778.24	74314.24	78027.04	81924.96	86026.72
RANGE 68						
Hourly	33.2120	34.8710	36.6130	38.4460	40.3690	42.3910
BI-WEEKLY	2656.96	2789.68	2929.04	3075.68	3229.52	3391.28
ANNUAL	69080.96	72531.68	76155.04	79967.68	83967.52	88173.28
RANGE 69						
Hourly	34.0630	35.7630	37.5540	39.4280	41.4010	43.4700
BI-WEEKLY	2725.04	2861.04	3004.32	3154.24	3312.08	3477.60
ANNUAL	70851.04	74387.04	78112.32	82010.24	86114.08	90417.60
RANGE 70						
Hourly	34.9130	36.6620	38.4950	40.4180	42.4390	44.5640
BI-WEEKLY	2793.04	2932.96	3079.60	3233.44	3395.12	3565.12
ANNUAL	72619.04	76256.96	80069.60	84069.44	88273.12	92693.12
RANGE 71						
Hourly	35.7840	37.5750	39.4560	41.4280	43.4980	45.6730
BI-WEEKLY	2862.72	3006.00	3156.48	3314.24	3479.84	3653.84
ANNUAL	74430.72	78156.00	82068.48	86170.24	90475.84	94999.84
RANGE 72						
Hourly	36.6760	38.5080	40.4320	42.4530	44.5790	46.8080
BI-WEEKLY	2934.08	3080.64	3234.56	3396.24	3566.32	3744.64
ANNUAL	76286.08	80096.64	84098.56	88302.24	92724.32	97360.64
RANGE 73						
Hourly	37.5950	39.4770	41.4500	43.5190	45.6930	47.9790
BI-WEEKLY	3007.60	3158.16	3316.00	3481.52	3655.44	3838.32
ANNUAL	78197.60	82112.16	86216.00	90519.52	95041.44	99796.32
RANGE 74						
Hourly	38.5360	40.4660	42.4880	44.6130	46.8430	49.1840
BI-WEEKLY	3082.88	3237.28	3399.04	3569.04	3747.44	3934.72
ANNUAL	80154.88	84169.28	88375.04	92795.04	97433.44	102302.72
RANGE 75						
Hourly	39.4980	41.4700	43.5470	45.7210	48.0060	50.4050
BI-WEEKLY	3159.84	3317.60	3483.76	3657.68	3840.48	4032.40
ANNUAL	82155.84	86257.60	90577.76	95099.68	99852.48	104842.40
RANGE 76						
Hourly	40.4880	42.5160	44.6410	46.8710	49.2120	51.6720
BI-WEEKLY	3239.04	3401.28	3571.28	3749.68	3936.96	4133.76
ANNUAL	84215.04	88433.28	92853.28	97491.68	102360.96	107477.76
RANGE 77						
Hourly	41.4980	43.5750	45.7560	48.0420	50.4460	52.9680
BI-WEEKLY	3319.84	3486.00	3660.48	3843.36	4035.68	4237.44
ANNUAL	86315.84	90636.00	95172.48	99927.36	104927.68	110173.44
RANGE 78						
Hourly	42.5360	44.6620	46.8920	49.2330	51.6930	54.2790
BI-WEEKLY	3402.88	3572.96	3751.36	3938.64	4135.44	4342.32
ANNUAL	88474.88	92896.96	97535.36	102404.64	107521.44	112900.32

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2011 - June 30, 2013

MISCELLANEOUS EMPLOYEES

	79/01	79/02	79/03	79/04	79/05	79/06
RANGE 79						
Hourly	43.6030	45.7840	48.0770	50.4810	53.0030	55.6520
BI-WEEKLY	3488.24	3662.72	3846.16	4038.48	4240.24	4452.16
ANNUAL	90694.24	95230.72	100000.16	105000.48	110246.24	115756.16
RANGE 80						
Hourly	44.6900	46.9270	49.2750	51.7420	54.3270	57.0450
BI-WEEKLY	3575.20	3754.16	3942.00	4139.36	4346.16	4563.60
ANNUAL	92955.20	97608.16	102492.00	107623.36	113000.16	118653.60
RANGE 81						
Hourly	45.8050	48.0980	50.5020	53.0240	55.6730	58.4530
BI-WEEKLY	3664.40	3847.84	4040.16	4241.92	4453.84	4676.24
ANNUAL	95274.40	100043.84	105044.16	110289.92	115799.84	121582.24
RANGE 82						
Hourly	46.9480	49.2960	51.7640	54.3480	57.0660	59.9160
BI-WEEKLY	3755.84	3943.68	4141.12	4347.84	4565.28	4793.28
ANNUAL	97651.84	102535.68	107669.12	113043.84	118697.28	124625.28
RANGE 83						
Hourly	48.3110	50.7240	53.2610	55.9230	58.7180	61.6520
BI-WEEKLY	3864.88	4057.92	4260.88	4473.84	4697.44	4932.16
ANNUAL	100486.88	105505.92	110782.88	116319.84	122133.44	128236.16
RANGE 84						
Hourly	49.5190	51.9930	54.5920	57.3240	60.1880	63.1980
BI-WEEKLY	3961.52	4159.44	4367.36	4585.92	4815.04	5055.84
ANNUAL	102999.52	108145.44	113551.36	119233.92	125191.04	131451.84
RANGE 85						
Hourly	50.7600	53.2960	55.9580	58.7590	61.7010	64.7870
BI-WEEKLY	4060.80	4263.68	4476.64	4700.72	4936.08	5182.96
ANNUAL	105580.80	110855.68	116392.64	122218.72	128338.08	134756.96
RANGE 86						
Hourly	52.5440	55.1710	57.9300	60.8290	63.8680	67.0590
BI-WEEKLY	4203.52	4413.68	4634.40	4866.32	5109.44	5364.72
ANNUAL	109291.52	114755.68	120494.40	126524.32	132845.44	139482.72
RANGE 87						
Hourly	53.7470	56.4320	59.2540	62.2160	65.3240	68.5930
BI-WEEKLY	4299.76	4514.56	4740.32	4977.28	5225.92	5487.44
ANNUAL	111793.76	117378.56	123248.32	129409.28	135873.92	142673.44
RANGE 88						
Hourly	55.0870	57.8400	60.7320	63.7700	66.9610	70.3070
BI-WEEKLY	4406.96	4627.20	4858.56	5101.60	5356.88	5624.56
ANNUAL	114580.96	120307.20	126322.56	132641.60	139278.88	146238.56
RANGE 89						
Hourly	56.4670	59.2890	62.2510	65.3650	68.6340	72.0630
BI-WEEKLY	4517.36	4743.12	4980.08	5229.20	5490.72	5765.04
ANNUAL	117451.36	123321.12	129482.08	135959.20	142758.72	149891.04
RANGE 90						
Hourly	57.8810	60.7730	63.8120	67.0030	70.3550	73.8740
BI-WEEKLY	4630.48	4861.84	5104.96	5360.24	5628.40	5909.92
ANNUAL	120392.48	126407.84	132728.96	139366.24	146338.40	153657.92
RANGE 91						
Hourly	59.3300	62.3000	65.4140	68.6830	72.1180	75.7210
BI-WEEKLY	4746.40	4984.00	5233.12	5494.64	5769.44	6057.68
ANNUAL	123406.40	129584.00	136061.12	142860.64	150005.44	157499.68

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Fire and Miscellaneous Employee Groups
EFFECTIVE July 1, 2011 - June 30, 2013

MISCELLANEOUS EMPLOYEES

	92/01	92/02	92/03	92/04	92/05	92/06
RANGE 92						
Hourly	60.8160	63.8530	67.0450	70.3970	73.9170	77.6100
BI-WEEKLY	4865.28	5108.24	5363.60	5631.76	5913.36	6208.80
ANNUAL	126497.28	132814.24	139453.60	146425.76	153747.36	161428.80
RANGE 93						
Hourly	62.3340	65.4490	68.7250	72.1600	75.7700	79.5610
BI-WEEKLY	4986.72	5235.92	5498.00	5772.80	6061.60	6364.88
ANNUAL	129654.72	136133.92	142948.00	150092.80	157601.60	165486.88
RANGE 94						
Hourly	63.8960	67.0870	70.4390	73.9580	77.6580	81.5390
BI-WEEKLY	5111.68	5366.96	5635.12	5916.64	6212.64	6523.12
ANNUAL	132903.68	139540.96	146513.12	153832.64	161528.64	169601.12
RANGE 95						
Hourly	65.1980	68.4600	71.8820	75.4770	79.2540	83.2190
BI-WEEKLY	5215.84	5476.80	5750.56	6038.16	6340.32	6657.52
ANNUAL	135611.84	142396.80	149514.56	156992.16	164848.32	173095.52
RANGE 96						
Hourly	66.8290	70.1740	73.6860	77.3730	81.2400	85.3030
BI-WEEKLY	5346.32	5613.92	5894.88	6189.84	6499.20	6824.24
ANNUAL	139004.32	145961.92	153266.88	160935.84	168979.20	177430.24
RANGE 97						
Hourly	68.5020	71.9300	75.5260	79.3030	83.2680	87.4290
BI-WEEKLY	5480.16	5754.40	6042.08	6344.24	6661.44	6994.32
ANNUAL	142484.16	149614.40	157094.08	164950.24	173197.44	181852.32
RANGE 98						
Hourly	70.2150	73.7280	77.4150	81.2820	85.3450	89.6090
BI-WEEKLY	5617.20	5898.24	6193.20	6502.56	6827.60	7168.72
ANNUAL	146047.20	153354.24	161023.20	169066.56	177517.60	186386.72
RANGE 99						
Hourly	71.9720	75.5670	79.3450	83.3100	87.4770	91.8530
BI-WEEKLY	5757.76	6045.36	6347.60	6664.80	6998.16	7348.24
ANNUAL	149701.76	157179.36	165037.60	173284.80	181952.16	191054.24
100 RANGE						
Hourly	73.7700	77.4560	81.3300	85.4010	89.6720	94.1530
BI-WEEKLY	5901.60	6196.48	6506.40	6832.08	7173.76	7532.24
ANNUAL	153441.60	161108.48	169166.40	177634.08	186517.76	195838.24

**CITY OF IMPERIAL BEACH
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2011 - JUNE 30, 2013
Reso. 2011-7074**

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
5010	ACCOUNT/CLERK TECHNICIAN	32	2,569	- 3,278
5015	ADMINISTRATIVE ASSISTANT (CIP)	41	3,063	- 3,909
5020	ADMINISTRATIVE INTERN	29	2,335	- 2,982
5025	ADMINISTRATIVE INTERN-GIS	29	2,335	- 2,982
5030	ADMINISTRATIVE SECRETARY I	39	2,949	- 3,764
5040	ADMINISTRATIVE SECRETARY II	43	3,185	- 4,064
5045	ANIMAL CONTROL/COMMUNITY SERVICES OFFICER	46	3,382	- 4,316
5050	ASSISTANT PLANNER	46	3,382	- 4,316
5065	ASSISTANT PROJECT MANAGER	52	3,916	- 4,998
5060	ASSOCIATE PLANNER	52	3,916	- 4,998
8010	BEACH LIFEGUARD I	30	2,427	- 3,098
8020	BEACH LIFEGUARD II	37	2,809	- 3,585
8030	BEACH LIFEGUARD LIEUTENANT	50	3,821	- 4,876
8040	BEACH LIFEGUARD SERGEANT	49	3,649	- 4,659
9010	BEACH MAINTENANCE WORKER	18	1,747	- 2,231
5068	BUILDING/CODE COMPLIANCE SPECIALIST	32	2,569	- 3,278
5070	BUILDING & PLANNING TECHNICIAN	42	3,100	- 3,958
5080	BUILDING INSPECTOR I	51	3,858	- 4,925
5090	BUILDING/HOUSING INSPECTOR II	55	4,240	- 5,411
9015	CAPITAL IMPROVEMENT PROGRAM MANAGER	56	4,346	- 5,547
6010	CLERK TYPIST	29	2,335	- 2,982
6020	CODE COMPLIANCE OFFICER	48	3,560	- 4,545
6030	COPIER CLERK	9	1,416	- 1,808
6040	CRAFT INSTRUCTOR	9	1,416	- 1,808
9020	CUSTODIAN	24	2,051	- 2,618
6050	CUSTOMER SERVICE SPECIALIST	41	3,063	- 3,909
6060	DEPUTY BUILDING OFFICIAL	74	6,679	- 8,525
9000	ENVIRONMENTAL PROGRAM SPECIALIST	46	3,382	- 4,316
6065	FIRE SAFETY INSPECTOR II	55	4,240	- 5,411
6060	FIRE SAFETY INSPECTOR II (PT)	64	5,216	- 6,657
9030	FLEET SUPERVISOR	52	3,916	- 4,998
9040	GRAFFITI PROGRAM COORDINATOR	44	3,258	- 4,159
9050	GROUNDS & FACILITIES SUPERVISOR	56	4,346	- 5,547
9060	HEAVY EQUIPMENT OPERATOR	41	3,063	- 3,909
6070	JUNIOR CLERK TYPIST	19	1,796	- 2,293
9070	MAINTENANCE WORKER	33	2,615	- 3,339
9080	MAINTENANCE WORKER I	36	2,776	- 3,544
9090	MAINTENANCE WORKER II	41	3,063	- 3,909
11110	MECHANIC HELPER	15	1,618	- 2,064
11120	MECHANIC I	40	2,983	- 3,808
11130	MECHANIC II	45	3,287	- 4,196
6073	NETWORK SYSTEMS TECHNICIAN	38	2,901	- 3,701
6075	OFFICE SPECIALIST	29	2,335	- 2,982
11140	PIER/BEACH MAINTENANCE WORKER	32	2,569	- 3,278
6080	PROGRAM AIDE	10	1,451	- 1,852
11153	PUBLIC WORKS INSPECTOR	50	3,821	- 4,876
6090	PROGRAM COORDINATOR	30	2,427	- 3,098
11150	PROJECT MANAGER TECHNICIAN	45	3,287	- 4,196
7000	RECREATION LEADER	17	1,700	- 2,169
7010	RECREATION PROGRAM AIDE	10	1,451	- 1,852
7020	RECREATION PROGRAM COORDINATOR	34	2,642	- 3,372
7025	RESIDENTIAL FIRE/SAFETY INSPECTOR	39	2,949	- 3,764

Exhibit "C"

**CITY OF IMPERIAL BEACH
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2011 - JUNE 30, 2013
Reso. 2011-7074**

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
7030	SENIOR ACCOUNT/CLERK TECHNICIAN	38	2,901	3,701
11155	SENIOR PUBLIC WORKS SUPERVISOR	64	5,216	6,657
11160	SEWER SUPERVISOR	50	3,821	4,876
11170	STREET SUPERVISOR	50	3,821	4,876
11180	TIDELANDS SUPERVISOR	50	3,821	4,876
<u>Job No.</u>	<u>Fire Department (sworn)</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
8080	FIREFIGHTER	6	3,769	4,811
8085	FIREFIGHTER/PARAMEDIC RECRUIT	FP9	3,995	-
8090	FIREFIGHTER/PARAMEDIC	FP6	4,195	5,354
8060	FIRE ENGINEER	7	4,195	5,354
8070	FIRE ENGINEER/PARAMEDIC	FP7	4,509	5,755
8050	FIRE CAPTAIN	8	4,964	6,336
<u>Job No.</u>	<u>Confidential</u>	<u>Range</u>	<u>Monthly Salary</u>	
5040	ADMINISTRATIVE SECRETARY II (CM Office)	43	3,185	4,064
4010	DEPUTY CITY CLERK (Records Technician)	43	3,185	4,064
4020	FINANCIAL SERVICES ASSISTANT	48	3,560	4,545
6067	HUMAN RESOURCES TECHNICIAN	41	3,063	3,909
4030	PERSONNEL SERVICES ASSISTANT	51	3,858	4,925
<u>Job No.</u>	<u>Management and Mid-management</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
2020	ASSISTANT CITY MANAGER	BAND	10,833	12,916
6000	BUILDING OFFICIAL	BAND	5,757	8,496
2030	CITY CLERK	BAND	5,807	10,452
3010	CITY PLANNER	BAND	4,646	6,388
2040	COMMUNITY DEVELOPMENT DIRECTOR	BAND	5,807	10,452
3025	ENVIRONMENTAL PROGRAM MANAGER	BAND	4,646	6,388
2010	FINANCE DIRECTOR	BAND	5,807	10,452
3040	FINANCE SUPERVISOR	BAND	4,646	6,388
9035	GIS ADMINISTRATOR	BAND	4,646	6,388
3045	HUMAN RESOURCES MANAGER	BAND	4,646	6,388
3047	INFORMATION SYSTEMS MANAGER	BAND	4,646	6,388
3050	LIFEGUARD CAPTAIN	BAND	4,646	6,388
3060	MANAGEMENT ANALYST	BAND	4,065	5,227
6071	NETWORK SYSTEMS ADMINISTRATOR	BAND	4,646	6,388
2050	PUBLIC SAFETY DIRECTOR/FIRE CHIEF	BAND	5,807	10,452
2060	PUBLIC WORKS DIRECTOR	BAND	5,807	10,452
3070	PUBLIC WORKS SUPERINTENDENT	BAND	4,646	6,388
3080	REDEVELOPMENT COORDINATOR	BAND	5,757	7,347
<u>Job No.</u>	<u>Elected and City Manager</u>	<u>Range</u>	<u>Monthly Salary</u>	
1010	CITY COUNCILMEMBER	N/A	300	
1020	CITY MANAGER	N/A	Contract	
1030	MAYOR	N/A	1,100	

BENEFITS SUMMARIES:

Appointive Management

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

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

As of July 1, 2011, the following positions have been so designated:

Department Head

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

Mid-Management

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

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

1. **Salary Adjustment:** All designated Department Heads and Mid-Management shall receive salary adjustments to be set at any point within the salary band for each classification based on the performance of the incumbent. All designated management employees, except the Public Safety Director/Fire Chief will also receive the same stipend as Miscellaneous

Employees for FY 2011-12 and FY 2012-13. The Public Safety Director/Fire Chief will receive the same stipend as the Firefighters for FY 2011-12 and FY 2012-13.

2. Administrative Leave: On July 1, 2012, all designated Department Heads may receive up to sixty (60) hours of "Administrative Leave"; effective upon adoption of Resolution No. 2011-7088. Department Heads will receive 20 hours Administrative Leave in addition to what they received on July 1, 2011 to be used by June 30, 2012 or lost thereafter on July 1, 2012. Mid-Management may receive up to forty (40) hours and Confidential may receive up to 30 hours terminating June 30 of each year. Carryover of Administrative Leave hours or cash payments are not permitted.
3. Use of City Vehicle or Auto Allowance: The City Manager shall set the terms of use of City vehicles and may provide auto allowances to designated Appointive Management personnel. Department Heads will receive \$440 dollars a month in lieu of using City vehicles for local business travel.
4. Cellular Telephone Allowance: The City Manager shall set the terms of use and may provide a cellular telephone allowance of fifty (\$50) dollars to certain appointive management personnel.
5. Health Care Benefits: All Management classifications shall receive City payment of the employee's health care benefits and other cafeteria plan selection benefits to a maximum payment of \$875 per month per employee (\$10,500 per year) effective January 1, 2012, and \$905 per month per employee (\$10,860 per year) effective January 1, 2013. A Department Head who elects not to be covered under the city's health plan may cash out as a taxable cash benefit a maximum of \$460 dollars per month, January 1, 2012. Mid-management and Confidential employees may cash out a maximum of \$450 dollars per month. If a person elects to take single health coverage and dental they would still receive up to \$460 cash out per month for Department Heads and \$450 for Mid-Management and Confidential employees.
6. Term Life Insurance: All designated Appointive Management personnel shall receive City paid term life insurance equivalent to salary rounded to the next higher \$1,000 up to a maximum of \$60,000 of coverage.
7. Annual Physical Examination: All designated Department Head personnel, shall receive City payment for an annual physical examination by the City's selected health care provider or up to \$420 dollars that would otherwise qualify under IRS regulations for Flexible Spending Accounts or for approved health club membership fees and/or dues. The Public Safety Director/Fire Chief may elect to participate in the Wellness Program at San Diego Sports Medicine along with the Firefighters rather than receive the physical examination or \$420 mentioned in the first sentence of this paragraph.
8. Vacation Sell Back: As determined by the City Manager, Department Heads shall have the option to sell back accumulated vacation at a maximum of 80 hours per calendar year contingent on a minimum of 80 hours of vacation being maintained by the employee as of the pay period designated for the sell back. Mid-management and Confidential employees have

hours of vacation being maintained by the employee as of the pay period designated for the sell back.

9. Severance Agreement: The City Manager may negotiate and set the terms to provide severance pay compensation for Appointive Management personnel.
10. Relocation Assistance: The City Manager may negotiate and set the terms to provide relocation assistance for certain Appointive Management personnel.
11. Uniform Allowance: The City Manager may negotiate and set the terms to provide uniform allowance for certain Appointive Management personnel.

Appointive Confidential

Confidential employees are those employees designated by the City Manager, based on responsibilities which are considered confidential to management with regard to labor relations, personnel services or complex payroll functions. All designated confidential positions receive all benefits that presently accrue to regular miscellaneous classified full-time or permanent part-time employees. All existing salary and fringe benefits remain in force unless re-designated by the City Manager. All Confidential employees are subject to the Personnel Rules, but just are not represented by SEIU.

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

As of July 1, 2011, the following appointive confidential positions have been so designated:

- Administrative Secretary II (City Manager's Office)
- Financial Services Assistant
- Human Resources Technician

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

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

Miscellaneous Classified Service / Public Safety Service

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

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

and dental insurance plan must demonstrate proof of alternative medical and dental coverage (i.e. spouse coverage).

Effective January 1, 2012 and January 1, 2013.

Effective July 1, 2012

Miscellaneous Classified Service:
\$825 per month (\$9,900 per plan year)

Public Safety Service (Fire):
\$825 per month (\$9,900 per plan year)

Effective July 1, 2013

Miscellaneous Classified Service
\$855 per month (\$10,260 per plan year)

Public Safety Service (Fire)
\$855 per month (\$10,260 per plan year)

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

- a. Health and Dental Payroll Deductions Treated as Pre-Tax: All payroll deductions for health and dental care are treated by the CITY on a pre-tax basis in order for the City to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the Employee's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the Employee as taxable income.
- b. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An Employee may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.
- c. Health and Welfare FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.
- d. Dependent Care FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a

combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

- e. FSA Administration: The City reserves the right to contract with a Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.
- f. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the City significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

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

- At the next open enrollment
 - Marriage, birth, and/or adoption
 - Subsequent to proof of loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
 - The City shall not be liable for any medical costs resulting to the employee as part of this election.
3. Life Insurance: All city employees are provided City-provided life insurance policy coverage in the amount of \$10,000.00.
 4. Federal Social Security Administration: The City also participates in the Federal Social Security Administration program.
 5. Miscellaneous Classified Service Retirement: All regular full-time and permanent part-time Miscellaneous Classified Service employees are covered by the California State Public Employees Retirement System (PERS) pursuant to labor agreements.
 6. Public Safety Service (Fire) Retirement: All regular full-time and permanent part-time Public Safety Service (Fire) employees are covered by the California State Public Employees Retirement System (PERS) at the 3% at 50 formula pursuant to existing labor agreement.

7. Public Safety Service (Fire) Firefighter Paramedic Special Pay: All Firefighters who are certified as a Paramedic in accordance with established rules and regulations set forth as a San Diego County Paramedic shall receive an eleven and a third (11.3%) percent increase in pay above the incumbent's current merit step.
8. Public Safety Service (Fire) Engineer Paramedic Special Pay: All Fire Engineers who are certified as a Paramedic in accordance with established rules and regulations set forth as a San Diego County Certified Paramedic shall receive a seven and one-half (7.5%) percent increase in pay above the incumbent's current merit step.

Public Safety Service (Fire) Captain Paramedic Special Pay: All Fire Captains who are certified as a Paramedic in accordance with established rules and regulations set forth as a San Diego Certified Paramedic shall receive a five (5%) percent increase in pay above the incumbent's current merit step.

FLOATING HOLIDAYS

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

Public Safety Service (Fire) employees receive 24 hours of Floating Holiday and twelve (12) regular holidays modified to the Firefighters 56-hour workweek per fiscal year.

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

HOLIDAY FURLOUGH PROGRAM

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

VACATION ACCRUAL

Appointive Management, Confidential, and Miscellaneous Classified Service employees receive vacation credits earned on a monthly basis.

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

<u>0-5 Year's Service</u> 12 days/year	<u>Over 5 to 10 yrs</u> 15 days/year	<u>Over 10 to 15 yrs</u> 20 days/year	<u>Over 15 yrs</u> 25 days/year
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Public Safety Service (Fire) employees receive modified vacation credits in accordance with the 56-hour workweek, as follows:

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

SICK LEAVE ACCRUAL

Appointive Management/ Confidential /Miscellaneous Classified Service Employees:

Sick Leave credits are accrued at the rate of one day for each full month of service for a total of 12 days of service per year. Sick leave credits accrue on a bi-weekly basis beginning on hire date. A maximum of 1,000 hours may be accumulated for department heads, mid-management and confidential. Before December 31, 2011, Appointive Management and Confidential employees will receive payment for all hours over 1,000. Miscellaneous employees may only accumulate 800 hours. There will be no more payoffs and no more accumulated hours after the maximum hours are reached.

Public Safety Service (Fire):

Sick Leave accrual is modified for the Firefighter's 56-hour workweek. Firefighters accrue sick leave at the rate of 11.67 hours for each full month of service for a total of 140 hours for each twelve months of service with a maximum of 1,400 hours accumulation. New employees hired after July 1, 2011 a maximum of 1120 hours may be accumulated.

EDUCATIONAL REIMBURSEMENT

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

Appointive Management, Confidential are eligible for \$1,500.00 if they are working towards a Baccalaureate or Masters Degree, provide the City Manager and the employee receives a grade of "B" or better, or successful completion of courses that do not assign grades.

Miscellaneous Classified are eligible for \$1,000.00, of tuition reimbursement. Miscellaneous classified employees must receive pre-approval from the department head and earn a grade of "B" or better or successful completion of courses that do not assign grade, in addition to the terms in the Memorandum of Understanding.

Public Safety Service (Fire) employees are eligible for up to \$1,000.00 of tuition reimbursement. Fire employees must receive pre-approval from the department head and earn a grade of "B" or better, or successful completion of courses that do not assign grades, in addition to the terms in the Memorandum

of Understanding Fire employees will be allowed to exceed the \$1,000.00 for tuition reimbursement if they are working towards a Baccalaureate or Masters Degree in Public or Business Administration, Associates in Fire Science, Fire Officer Certificate, or other job related degree or certificate, provided that the department head re-approves a Career Plan submitted by the employee. An approved Career Plan is required in order for an employee to exceed \$1,000.00 in reimbursements.

RETENTION INCENTIVE

City Manager shall have the authority to provide retention incentive stipends to department heads for their continued City service, in an effort to retain long-term qualified personnel. Each department head is eligible for a retention incentive stipend up to \$500 per department head per fiscal year, not to exceed a total of \$3,000 per fiscal year as long as such stipend is within previously budgeted available funds. No department head shall receive more than \$500 retention incentive stipend in any fiscal year.

City of Imperial Beach
POSITION DESCRIPTION

Title:	Firefighter/Paramedic Recruit	Job Number:	
Department:	Public Safety	Worker's Comp Number:	
Division:	Fire	Employee Labor Group:	Fire Association
Location:	City of Imperial Beach		

GENERAL PURPOSE

Firefighter/Paramedic Recruit is the entry-level firefighter position in the City of Imperial Beach. This classification is solely for those engaged in the initial Fire Department Training Program, which consists of training conducted either through a formal Fire Recruit Academy setting, and/or a Fire Captain in a station environment.

SUPERVISION RECEIVED

Works under the direct supervision of a Fire Training Officer and designees.

SUPERVISION EXERCISED

None.

DUTIES AND RESPONSIBILITIES

Firefighter/Paramedic Recruit is a classification characterized by assignment to fundamental firefighter training assignments for a training period of six months. During the training period the Recruit must gain a working understanding of firefighting, lifesaving and other emergency duties by participating in drills, engaging in academic studies, and being tested to determine proficiency in each. Firefighter/Paramedic Recruits perform some duties similar to, or the same as, Firefighter/Paramedics, but are distinguished from them in that they perform these duties under close supervision and guidance to learn to effectively function in the position of a Firefighter/Paramedic in accordance with applicable local, state and federal regulations and standards as practiced in the Imperial Beach Fire Department. Upon completion of the training program, it is anticipated that successful incumbents will advance to the first step in the classification of Firefighter/Paramedic.

A Firefighter/Paramedic Recruit with the City of Imperial Beach will be required to perform a wide variety of tasks. The following are representative of the duties performed by employees in this classification. Other duties may be required that are not specified below. Each individual in the classification does not necessarily perform all duties listed.

- Participates in academic studies, manipulative exercises, and skills-development drills to gain proficiency in the duties and responsibilities of a Firefighter/Paramedic and how they relate to emergency operations and preparedness
- Studies and completes homework assignments and physical conditioning
- Participates in various methods of evaluation of progress and development
- Assists with maintaining the fire station and equipment
- Participates in drills and training classes to assure proper state of emergency readiness.
- Engages in emergency and preparation activities, including:
 - Rescues of victims

- Firefighting activities
- Emergency medical services
- Fire prevention activities
- Apparatus and equipment operation
- Community service.

MINIMUM REQUIREMENTS

1. Must be 21 years of age.
2. Must possess a valid California State Motor Vehicle Operator's License.
3. Must possess of a Candidate Physical Ability Test (CPAT) certificate issued within twelve months of the application deadline date.
4. Must possess and maintain Certification by the National Registry of Emergency Medical Technicians as a condition of employment.
5. Must possess and maintain EMTP accreditation with the County of San Diego EMS office as a condition of employment.
6. Must possess and maintain Advanced Cardiac Life Support Accreditation as a condition of employment.
7. Must successfully pass a thorough background investigation.
8. Must successfully pass medical and psychological examinations.
9. Must pass an initial employment drug screen, and submit to and pass random drug screens thereafter as a condition of continued employment.
10. Must be able to speak, read, and write the English language.
11. Must refrain from the use of any tobacco products at the time of appointment and on as a condition of employment.

NOTE: The above Minimum Qualifications may be modified in the announcement of a given examination.

ABILITIES

The following abilities are typical of what will be required in the performance of duties associated with the Firefighter/Paramedic Recruit position, this list is not exhaustive.

- Comprehend, remember, interpret and apply written materials and instruction including material which may be complex and technical in nature.
- Follow oral and written instructions promptly and accurately.
- Communicate clearly both orally and in writing.
- Work and deal effectively and cooperatively with the public and to work as a member of an organized team.
- Use good judgment in emergency or critical situations.
- Remain calm and work effectively in stressful situations.
- Adapt to changes in work assignments and duties.
- Perform physical tasks that require coordination, strength, dexterity and stamina.
- Work at various heights, confined areas and low visibility conditions.

- Climb ladders, fences and other structures.
- Learn the use of specialized tools and equipment.
- Learn to understand and act in accordance with Imperial Beach Fire Department policies, rules and instructions.
- Learn to apply firefighting techniques and procedures.

SELECTION GUIDELINES

Potential guidelines may include, but are not limited to any or all of the following:

- Formal Application
- Rating of education and experience
- Demonstrated abilities and criteria as outline in NFPA 1001
- Written examination and assessment center results
- Physical ability test
- Oral interview results
- Background investigation results
- Driver's license verification
- Post offer physical examinations, including drug screen

TOOLS AND EQUIPMENT USED

- Fire apparatus
- Fire pumps
- Fire hoses
- Ladders
- Emergency medical equipment
- Firefighting and EMS training props
- Radios
- Pagers
- Personal Computers
- Telephones
- Other standard firefighting equipment

PHYSICAL DEMANDS

While performing the duties of this job, the employee is frequently required to stand; sit; walk; talk or hear; use hands to handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must frequently lift and/or move up to 100 pounds and occasionally heavier lifting. Specific vision abilities required by this job include close, distance, color, and peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

Work is performed primarily in classroom, office, vehicle, and outdoor settings; in all weather conditions, including temperature extremes; during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to sirens and hazards associated with fighting fires and rendering emergency medical assistance, including infectious substances, smoke noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils. The employee occasionally works near moving mechanical parts and in high, precarious places, as well as cramped, confined spaces, and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic

chemicals, radiation, risk of electrical shock, and vibration. The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

EXPECTED BEHAVIOR

The incumbent is expected to embrace, support, and promote the Fire Department's values, beliefs, and culture, which include but are not limited to the following:

- High ethical standards
- Active participation in teamwork
- Strong safety principles and safety awareness
- Provide outstanding customer service to internal and external customers

These traits are not basic job requirements but are expected behavior and are subject to disciplinary actions.

SELECTION GUIDELINES

The selection process for the position may include any/or all of the following components: Formal applications, rating of education and experience, ability to meet the physical demands and work conditions, written examination; oral interview; management interview and reference check.

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

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

Approval _____
City Manager

Approval _____
Personnel Administrator

Effective Date: _____

Approval Date: _____

Resolution No. _____

Approval Date: _____



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: October 5, 2011

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: ADOPT RESOLUTION NO. 2011-7087 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC

DISCUSSION:

The Memorandum of Understanding ("MOU") between the City and the employees in the City's Miscellaneous Classified Service ("bargaining unit") for fiscal years 2009-2011 expired on June 30, 2011. The bargaining unit is formally represented by the Service Employees International Union Local 221, CTW, CLC ("SEIU"), as the exclusive bargaining agent for the bargaining unit.

The City's Negotiation Team and representatives of the bargaining unit held "meet and confer" meetings in an effort to reach agreement on a new Memorandum of Understanding. The City and the bargaining unit signed a Letter of Intent on July 22, 2011 agreeing to the terms contained in the attached MOU. Council approved the Letter of Intent on August 3, 2011, implementing the terms agreed upon between the parties. The MOU before Council for approval codifies the terms previously approved and agreed upon between the parties.

The changes from the previous MOU are as follows:

- 1.) The parties agree to a new MOU for the period of July 1, 2011 through June 30, 2013, with the provisions of the MOU to be retroactive to July 1, 2011, except where specifically stated otherwise; and
- 2.) Full-time Miscellaneous employees hired prior to July 1, 2011, will receive a 3% stipend effective July 1, 2011, and a 2.5% stipend effective July 1, 2012. Full-time lifeguards hired prior to July 1, 2011 will receive a 5.5% stipend effective July 1, 2011, and a 9.5% stipend effective July 1, 2012. Part-time employees will not receive any stipends during the term of this MOU. Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU; and
- 3.) There will be no COLAs or salary adjustments during the term of this MOU; and

- 4.) Effective July 1, 2011, Miscellaneous employees hired prior to July 1, 2011, shall pay the entire employee portion of the CalPERS retirement contribution. Effective July 1, 2011, Lifeguard employees hired prior to July 1, 2011, shall pay 4.5% of the employee portion of the CalPERS retirement contribution. Effective July 1, 2012, lifeguard employees shall pay the entire employee portion of the CalPERS retirement contribution; and
- 5.) The CalPERS formula for Miscellaneous employees hired on or after July 1, 2011, will be 2% @ 60 with the use of the average of the employee's highest-three-year salary. The CalPERS formula for Lifeguard employees hired on or after July 1, 2011, will be 2% @ 50 with the use of the average of the employee's highest-three-year salary. All employees hired on or after July 1, 2011 will pay the entire employee portion of the CalPERS retirement contribution, and they will not be permitted to convert unused sick leave to CalPERS service credit; and
- 6.) Part-time employees will be moved to PARS and will no longer pay into Social Security. Once implemented through December 31, 2011, employees will contribute 2.10% into PARS and the City will contribute 5.40%. Beginning January 1, 2012, employees and the City will split the contribution equally at 3.75% each; and
- 7.) Effective July 1, 2011, the City shall increase by \$30 from \$795 to \$825 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30 from \$825 to \$855 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. For July 1, 2011, through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$795 per month. Effective January 1, 2012, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$400 per month. Employees hired on or after July 1, 2011, who elect not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$150 per month. Employees who elect not to be covered under the City's health plan must demonstrate proof of alternative medical and dental insurance; and
- 8.) An Insurance Committee will be established to investigate and review health related matters and insurance options; and
- 9.) Effective July 1, 2011, the maximum accrual of sick leave will be reduced from 1000 hours to 800 hours of sick leave. Employees hired prior to July 1, 2011 with more than 800 accrued sick leave hours shall receive a cash payment for accrued sick leave in excess of 800. Thereafter, no cash payments will be given for accrued sick leave in excess of 800 hours. Employees hired on or after July 1, 2011, will not be permitted to receive a cash payment for any accrued sick leave, and their unused sick leave cannot be converted to CalPERS service credit; and
- 10.) Fire inspectors shall be issued uniforms consisting of up to three pairs of pants, three shirts, and one jacket when necessary due to normal wear and tear. Fire inspectors shall be responsible for the cleaning and maintenance of the uniforms, and will receive a \$250 stipend for cleaning and maintenance of the uniforms in the first pay period after July 1 of each year; and
- 11.) For those employees designated by the City as a Public Notary, effective the first full pay period in July 2011, the City will provide \$50 per month to employees who maintain a public notary; and

- 12.) Clarifying language will be added to Article 9.0 "Hours of Work" related to the work week, overtime and required out-of-town travel; and
- 13.) Clarifying language will be added to Article 11 "Holiday and Vacation Benefits" related to Saturday holidays and prorating floating holidays for new employees; and
- 14.) All employees will be encouraged to sign up for direct deposit. If the need arises to replace a payroll check for any employee that does not utilize direct deposit, the check will be reissued with the next regularly scheduled payroll distribution; and
- 15.) All references of "Personnel Officer" will be changed to "Human Resources Manager" throughout the MOU; and
- 16.) There will be no strikes, sympathy strikes, slowdowns, sickouts or concerted stoppage of work during the term of this MOU.

The MOU has been ratified and approved by the membership of the bargaining unit. Upon approval of the Resolution before the City Council, the MOU shall reflect the sole agreement of the parties and supersede all prior agreements whether written or oral.

ENVIRONMENTAL IMPACT

This activity is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).

FISCAL IMPACT:

This MOU, when combined with similar changes with the unrepresented group, saves \$70,000 over the 2 year period. This savings results from the combination of: increased employee retirement pickup, the reduction of health insurance cash out, the elimination of sick leave cash outs, part-time employee social security savings, and the creation of a different retirement formula for new employees. The savings is partially offset by stipends, one-time payoff of excess sick leave balances, and \$30/month increase in the health contribution. Long term savings will continue to grow over time as new employees enter City employment. It is estimated that savings could reach over \$200,000 per year within 5 years.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 2011-7087 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC.



Gary R. Brown, City Manager

Attachment:

1. Resolution 2011-7087
2. MOU

RESOLUTION NO 2011-7087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act; and

WHEREAS, the employees in the City's Miscellaneous Classified Service (hereinafter, "bargaining unit") are formally represented by the Service Employees International Union Local 221, CTW, CLC (hereinafter, "SEIU"), as the exclusive bargaining agent for the bargaining unit; and

WHEREAS, the Memorandum of Understanding ("MOU") between the City and SEIU for fiscal years 2009-2011 expired on June 30, 2011; and

WHEREAS, the parties held "meet and confer" sessions in an effort to reach an agreement on a new MOU; and

WHEREAS, the City's Negotiating Team and SEIU tentatively agreed upon provisions for a new MOU for Fiscal Years 2011-2013, attached hereto and incorporated herein; and

WHEREAS, Council approved a Letter of Intent to enter into an MOU with SEIU via Resolution 2011-7065 outlining the agreed upon provisions to be included in a successor MOU; and

WHEREAS, the attached MOU for Fiscal Years 2011-2013 has been ratified and approved by the membership of the SEIU; and

WHEREAS, upon approval of the Resolution by City Council, the MOU shall reflect the sole agreement of the parties and supersede all prior agreements whether written or oral;

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The above recitals are true and correct.

Section 2: The attached MOU between the City and SEIU is hereby adopted.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 5th day of October, 2011, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK



MEMORANDUM OF UNDERSTANDING

Between

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

And

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 221
4004 Kearny Mesa Road
San Diego, CA. 92111

TERM:

July 1, 2011 – June 30, 2013

FINAL

* * * * *

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Exhibits:

Exhibit "A"	Article X – Grievance Procedure
Exhibit "B"	Article IX – Disciplinary Procedure
Exhibit "C"	Article VII, Section 4 – Vacation Leave
Exhibit "D"	SEIU Recognition of Miscellaneous Service Classifications – FY 11-12 & 12-13
Exhibit "E"	City's Salary & Compensation Plan, Effective July 1, 2011
Exhibit "F"	City Section 125 Election Documents
Exhibit "G"	City Manager Memorandum – Stand by Pay Authorization
Exhibit "H"	Alternative 9/80 Work Schedule Side Letter & Policy

Preamble

Representatives of the City of Imperial Beach and the Service Employees International Union (SEIU) Local 221, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as “M.O.U” is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties.

This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the SEIU Local 221 hereinafter referred to as “UNION”, and it supersedes all prior agreements, commitments, and practices.

It is understood by the parties that part-time seasonal employees continue to be entitled to the benefits that they were receiving as of the effective date of this agreement. It is further understood that those benefits which the part-time seasonal employees are not currently receiving will not apply to them for the duration of this agreement, with the exception of benefits contained in this agreement.

This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing July 1, 2011, and ending June 30, 2013.

The CITY recognizes that the UNION is the sole and exclusive bargaining agent and representative of the City’s Miscellaneous Classified Service which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. All UNION representative classifications are referenced in Exhibit “D” of this agreement.

Article 1.0 Management Rights

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

The exercise of such rights shall be reasonable and shall not preclude employees of the SEIU Local 221 hereafter to be referred to as the “UNION”, from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

Article 2.0 Employee Rights

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

- a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized UNION representative.

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

Article 3.0 Responsibilities of the Union

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

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

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

Article 4.0 Unfair Employee Relations Practices

1. It is agreed that it shall be unfair employee relations practice for the City and its management representatives:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.

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

Article 5.0 Grievance Procedure

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

It is agreed that the Grievance Procedure shall be as outlined in the attached Exhibit “A” and made part of this M.O.U. Refer to Article X – Grievance Procedure, of the City of Imperial Beach Personnel Rules for additional information.

Article 6.0 Discharge or Other Disciplinary Action

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

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

Article 7.0 General Provisions

- 1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the initial twelve (12) month probationary period. Such discharge shall not be subject to the Grievance Procedure or to the Discipline Procedure of the City of Imperial Beach Personnel Rules.

2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the UNION by reason of age, sex, creed, color, national origin, UNION membership or non-UNION membership.
3. Bulletin Boards: It is agreed that the CITY shall provide bulletin boards in the following locations which may be used by UNION in posting appropriate UNION notices and announcements and related material.
 - a. City Hall
 - b. Fire Department
 - c. Public Works Facility
 - d. Lifeguard Station
4. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of the Human Resources Manager or designee. Access shall be scheduled at the convenience of the employee and Human Resources Manager or designee. Copies of all materials to be included in personnel folders shall be provided to individual employees.
5. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hours operations or cause unnecessary loss of time to the CITY.
6. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the M.O.U. by attempting to contact the employee through the last address of record.
7. Supervisory Meetings: Any Supervisor covered by this agreement who is required to attend any meeting on CITY business either before or after scheduled work hours shall receive compensatory time exclusive of travel time.
8. Training Sessions: In addition, all other departmental personnel shall be required to attend an established number of training sessions necessary to job indoctrination and performance, which will be on CITY time.
9. New Employees: The CITY will provide the UNION President and UNION Field Representative with names and departments of newly hired employees.
10. Human Resources Manager: Where questions arise as to the benefits employees may receive under the CITY's rules, the employee should direct those questions to the CITY's Human Resources Manager.
11. Mileage Reimbursement: Employees shall be reimbursed at the current rate allowed by the Internal Revenue Service for the authorized use of their private vehicle on City business. Employees shall also be reimbursed for parking fees paid while using their vehicle on City business.

An employee who uses his/her automobile for City business must provide the minimum automobile insurance coverage required by the State of California. Evidence of current insurance must be on file with the City.

12. Salary Increases: Salary increases that are based on a known date, such as longevity pay and step increase, shall be paid from the first day of the pay period in which the anniversary occurs.
13. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5 percent higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher in base salary than the highest step of the pay range of the classification to which they are being promoted.
14. Inoculations: Employees who in the course of their regular duties are exposed to raw sewage will receive inoculations as medically necessary at City expense. Those employees who in the course of their regular duties may be exposed to sewage contaminated water will be offered inoculations as medically appropriate at City expense.
15. Outsource: The City shall notify the Union prior to issuance of any solicitation of work traditionally performed by regular employees of the City. The CITY shall notify the UNION in writing thirty (30) days prior to the effective date of any services contract which will require the performance of labor previously provided by CITY employees. In such an event, the UNION may request in writing the discussion of alternatives to such subcontracting. A request to this effect must be received by the City Manager within seven (7) days from receipt by the UNION of the aforementioned notice from the CITY. The CITY shall forestall, for a reasonable period of time, the implementation of any such services contract to allow for a period of negotiation between the CITY and UNION on such alternatives to subcontracting out work previously provided by CITY employees.
16. Bi-lingual Pay Differential: When an employee possesses competent bi-lingual skills, that full-time employee shall be granted \$50.00 a month for use of this skill, with part-time employees receiving \$.40 cents per hour, not to exceed \$50 per month. Competence shall be determined by an oral and written test mutually agreed to by the CITY and UNION.
17. Skin Cancer Prevention: The CITY shall make available sunscreen for all employees that spend the majority of the workday in an outside environment. The CITY shall provide an annual education session on skin cancer, and how to prevent it.
18. Pay Differential: As designated by the Public Works Director a maximum of two (2) employees with Backflow Certification and a maximum of three (3) employees with Hazardous Materials Labeling & Packaging Standards Certification shall receive an additional \$40 per month to maintain and utilize said Certifications for the benefit of the CITY. In addition, as designated by the Public Works Director, a maximum of five (5) employees with Collection System Maintenance Grade Certification shall receive either \$20 per month for Grade 1, \$30 per month for Grade 2, \$40 per month for Grade 3, or \$50 per month for Grade 4.
19. Ergonomics: The City will offer ergonomic equipment to meet the reasonable individual needs of employees at a reasonable cost.

20. Direct Deposit: All employees are encouraged to sign up for direct deposit. If the need arises to replace a payroll check for any employee that does not utilize direct deposit, the check will be reissued with the next regularly scheduled payroll distribution.
21. Notary Pay Differential: Effective the first full pay period in July 2011, the City will provide \$50.00 per month to employees who maintain a public notary and who are designated by the City as a Public Notary.

Article 8.0 Out-of-Classification Pay

An employee who is assigned in writing to work in a higher classification during the fiscal year for five (5) or more cumulative working days within two (2) consecutive pay periods will be paid at the salary schedule for the higher classification at the lowest step or 5 percent above the current salary, whichever is higher.

Article 9.0 Hours of Work

1. Work Week: Eight (8) hours per day for not more than five (5) days per week, forty (40) hours, shall constitute a normal workweek for employees of the CITY covered by this agreement. A schedule other than eight (8) hours per day, five (5) days per week may be established with mutual agreement by both the affected employees and management.

The work day will include a minimum thirty (30) minute lunch period and two, fifteen (15) minute rest periods in compliance with State regulations.

Section 1 does not apply to the lifeguard employees' work week schedule.

2. Alternative 9/80 Schedule: The City and the Union will continue to study the impact and feasibility of an alternate 9/80 workweek schedule subject to budget and operational constraints, approval of the City Council and vote of the Union membership. Ongoing implementation of program is subject to an annual review by City Council of program merits for continued consideration subject to operational and financial impacts. (See Exhibit "H")
3. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department provided; however, that leave without pay shall not be considered to be work time.

Lifeguards shall receive overtime only when authorized and approved to work over 40 hours in a workweek, provided, however, that leave without pay shall not be considered to be work time.

4. Overtime Compensation: This overtime shall be compensated by cash payment or by compensatory time off at one and one-half (1-1/2) times the regular established rate. The smallest unit of time to be used in computing overtime shall be one-quarter (1/4) hour. Pursuant to the Fair Labor Standards Act, overtime will be calculated using the regular rate of pay and will include all legally required specialty pays.

Method of compensation shall be determined by the department head. In compliance with the Fair Labor Standards Act, the maximum accrual of compensatory time is 240 hours and may be carried forward from year to year.

5. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than three (3) hours at one and one half (1-1/2) times his/her regular range for such call-back work, even if less service is required.
6. Holidays (Overtime Compensation): Employees required to work on holidays as enumerated in this agreement shall be compensated at a rate of two (2) times the regular salary in addition to the regular salary for the number of hours worked.
7. Stand-by Pay: An employee may be required to be on “stand-by” subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by pay shall have a communication device (i.e. cell phone, pager, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates, as follows:
 - a. For a normal work day stand-by shift, pay shall be two (2) hours per day.
 - b. For a normal weekend stand-by shift (Saturday or Sunday), pay shall be three (3) hours per day.
 - c. For a holiday stand-by shift observed in accordance with an employee M.O.U., pay shall be four (4) hours per day.
8. Building inspections on closed Fridays: The position of Building Official and Building and Housing Inspector (I or II) will be required to work alternative 9/80 closed Fridays providing building inspections. These inspections will be scheduled 24 hours in advance beginning at 7:30 a.m. in appropriate increments and shall not be scheduled past 11:30 a.m. The position(s) providing these inspections shall work a minimum of three (3) hours (or up to five (5) hours as warranted by the number of inspections scheduled) performing inspections or office work to earn a minimum of three (3) hours of over-time or a maximum of five (5) hours of overtime. If no inspections are requested on a 9/80 closed Friday then no hours shall be worked. If all field inspection work is completed prior to the three-hour minimum, the employee shall have the option to work less than the three (3) hours (and be paid for actual over-time hours worked) or continue to work in the office to earn the minimum three-hours of overtime.
9. Travel Time: If an employee is required to attend an out-of-town event at the request of the department head, the employee’s time spent traveling to and from the event will be counted as work time. Travel time is defined as time spent driving, or as a passenger, or time spent waiting to purchase a ticket, check baggage, or get on board. Time spent taking a break from travel in order to eat a meal, sleep, or engage in purely personal pursuits not connected with traveling or making necessary travel connections will not be counted as time worked. Any travel time in excess of the normal working hours will be paid overtime if the employee works more than 40 hours in a workweek.

c. Washington’s Birthday	3 rd Monday in February
d. Cesar Chavez Day	31 st of March
e. Memorial Day	Last Monday in May
f. Independence Day	July 4
g. Labor Day	1 st Monday in September
h. Veteran’s Day	November 11
i. Thanksgiving	4 th Thursday in November
j. Friday after Thanksgiving	4 th Friday in November
k. Christmas Eve (One-full day preceding Christmas except when Christmas falls on Sunday or Monday in which case the holiday will be on the Friday preceding)	December 24
l. Christmas Day	December 25
m. New Year’s Eve (One-full day preceding New Year’s Day except when New Year’s Day falls on Sunday or Monday in which case the holiday will be on the Friday preceding)	December 31

2. Sunday Holiday: City Hall will be closed on holidays a. through m. above. When a holiday listed herein falls on a Sunday, the following Monday shall be observed as a holiday on which City Hall will be closed.
3. Saturday Holiday: When a holiday listed herein falls on a Saturday, the preceding Friday will be observed as a Holiday.
4. Floating Holidays: Employees shall receive two (2) floating holiday paid absences from work annually to be taken on a day mutually agreeable to the employee and the department head. When an employee is hired, floating holidays will be prorated for the year. Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. All floating holidays to be taken on days mutually agreeable to the employee and the Department head.
5. Vacation Accrual: Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit “C” and made a part of this M.O.U.

Article 12.0 Holiday Furlough Program

1. Furlough Hours: The parties agree to a maximum 40 hour per fiscal year Holiday Work Furlough to be calculated by City prior to start of ensuing calendar year period (i.e. January 1). The Work Furlough will take effect during the otherwise normal workweek between the Hard Holidays of December 25 and January 1 only.

In classifications where staffing of positions will be necessary (as determined by City Manager) during the subject workweek, the affected employees shall have added the number of furlough hours worked.

In an effort to minimize the financial impact of the Work Furlough on employees, the employees' bi-weekly pay shall be reduced by an amount reflecting the designated Work Furlough. The adjustment will commence upon the first full pay period of the calendar year, effective January 1, 2010. The work furlough will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law.

2. Overtime during furlough period: Employees on furlough time who are subsequently called in to work will be paid callback in accordance with SEIU MOU Article 9.0, Section 5, Call-Back Overtime. Overtime will be paid in accordance with SEIU MOU Article 9.0, Section 4, Overtime, only for overtime worked outside the employees' normal work shift.
3. Employees who, through no fault of their own, are not allowed to take their furlough hours within the fiscal year will have the remaining hours carried over for use during the next fiscal year. To be eligible for the carryover, employees must demonstrate that they have made every effort to use their allotted furlough hours.
4. Furlough hours will be prorated for new hires, terminating employees and permanent part-time employees who have an established work schedule of 30 hours or less (3/4 time) and those temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis who want to participate in the program.
5. The City will make every effort to notify employees of furlough scheduling by August 1st. In cases where decisions relating to who within a classification will work during the furlough period, seniority should not be the sole determining factor. Consideration should be given to employee preferences, equity, etc.
6. Employees scheduled to be off during the furlough period, who are called in to work due to operational necessity, will have the appropriate number of hours of furlough leave credited to their furlough leave bank.
7. Employees scheduled to be off during the furlough period who, at that time, do not have adequate furlough leave hours, will be required to use vacation or floating holiday leave or compensatory time. Sick leave will not be approved to offset furlough leave hours during the furlough period. If there are not sufficient hours in the aforementioned categories, the time will be recorded as Leave Without Pay.

Article 13.0 Insurance Benefits

1. Health Insurance Flexible Benefit Plan

Effective July 1, 2011, the CITY shall increase by \$30 from \$795 to \$825 per month (\$9900 per plan year) the maximum the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30, from \$825 to \$855 per month (\$10,260 per plan year), the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits.

All CITY health insurance carriers are provided through the California Public Employees Retirement System (CalPERS). Each employee who elects health insurance shall have \$16 (or the amount required by CalPERS) of the monthly amount paid by the City to PERS for that benefit, with the remaining balance available for other cafeteria selections.

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

For July 1, 2011 through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$795 per month. Effective January 1, 2012, an EMPLOYEE hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan, may cash out as a taxable cash benefit a maximum of \$400 per month. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse coverage).

Employees hired on or after July 1, 2011, who elect not to be covered under the City's Health insurance plan, may cash out as a taxable cash benefit a maximum of \$150 per month. Those EMPLOYEES who elect not to be covered under the City's Health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse coverage).

2. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax: All payroll deductions for health, dental care and vision are treated by the CITY on a pre-tax basis in order for the CITY to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the EMPLOYEE as taxable income.
3. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Health and Welfare FSA

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

b. Dependent Care FSA

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

c. FSA Administration

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

4. State Disability Insurance and Individual Term Life Insurance: Each employee will be provided by City State Disability Insurance and Individual Term Life Insurance, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.
5. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

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

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

6. Seasonal Employees Benefit: The CITY shall make a good faith effort to seek a health insurance plan for seasonal employees to participate in at EMPLOYEE's expense.
7. An Insurance Committee shall be established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. Matters subject to the duty to bargain may be discussed, however, the Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The City and SEIU may reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee if agreed to by both parties.

If any legally mandated changes to health insurance should occur during the term of this MOU, both parties agree to re-open negotiations to meet and confer over any related mandatory subjects of bargaining.

Article 14.0 Uniforms

1. The CITY shall assume full cost for the rental and cleaning of uniforms when required by the Department of Public Works. CITY shall issue to all designated employees five (5) work t-shirts per year per employee at no cost to employee.
2. The CITY shall reimburse designated employees an amount not to exceed \$150.00 per employee per year for safety shoes.
3. The CITY shall issue all lifeguards the following personal wear: one (1) pair of trunks, two (2) shirts, one (1) sweatpants, one (1) hat and duck feet swim fins. Lifeguards shall be responsible for cleaning and maintenance of personal wear. The CITY shall make available for lifeguard use the following: sun screen, pocket mask (CPR), extra thick gloves (rubber), wet suits for winter guards, and jacket. Jackets will be replaced when necessary due to normal wear and tear. Expected life of a jacket is three seasons. If jacket is lost, stolen, or abused the lifeguard must purchase a new one.

CITY shall reimburse all lifeguards one (1) pair safety sunglasses not to exceed \$90.00 per year per employee subject to CITY administrative procedures.

All lifeguards shall adhere to a standard of personal grooming and appearance. Such standards shall be developed in consultation with lifeguard personnel.

4. The City shall assume full costs for the purchase of uniforms for the employees in the Fire Prevention Division. Fire inspectors shall be issued three (3) pairs of pants, (3) shirts and one (1) jacket, when necessary, due to normal wear and tear. Fire inspectors shall be responsible for cleaning and maintenance of the uniforms. If the uniform is lost, stolen or abused, the fire inspector shall purchase a new one. In the first payperiod after July 1 of each year, the City will provide a \$250.00 stipend to Fire Inspectors for cleaning and maintenance of the City issued uniforms.

Article 15.0 Salaries

1. All represented employees shall receive the following stipend amount during the term of this agreement, as follows:
 - a. Miscellaneous Employees- Effective July 1, 2011, full-time employees will receive a 3% stipend for those employed prior to July 1, 2011. Effective July 1, 2012, full-time employees will receive a 2.5% stipend for those employed prior to July 1, 2011.

Part time employees will not receive any stipends during the term of this MOU.
 - b. Lifeguards- Effective July 1, 2011, full-time lifeguards will receive a 5.5% stipend for those employed prior to July 1, 2011. Effective July 1, 2012, full-time lifeguards will receive a 9.5% stipend for those employed prior to July 1, 2011.

Part time lifeguards will not receive any stipends during the term of this MOU.

Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU.
2. No cost of living salary adjustments or general salary increases shall be provided for the duration of the term of this MOU.

Article 16.0 Retirement Benefits

1. For employees hired prior to July 1, 2011:
 - Miscellaneous Employees- Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution.
 - Lifeguard Employees- Effective July 1, 2011, employees shall pay 4.5% of the employee portion of the CalPERS retirement contribution. Effective July 1, 2012, employees shall pay the entire employee portion of the CalPERS retirement contribution.
2. The CITY will continue to provide the following CalPERS retirement benefit for employees hired prior to July 1, 2011:
 - a. Miscellaneous Employees- The City shall provide CalPERS 2.7% at 55 retirement.
 - b. Lifeguards- The CITY shall provide full-time lifeguards CalPERS 2% at 50 retirement.
3. Full-time Employees hired on or after July 1, 2011:
 - a. Miscellaneous- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 60 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire portion of the CalPERS retirement contribution.

b. Lifeguards- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution.

c. Employees hired on or after July 1, 2011, will not be allowed to convert unused sick leave to CalPERS service credit.

4. Part-time employees: All part time employees will be moved to PARS and will no longer pay into Social Security. Once implemented through December 31, 2011, employees will contribute 2.10% into PARS and the City will contribute 5.40%. Beginning January 1, 2012, employees and the City will split the contribution equally at 3.75% each.

Article 17.0 State Disability Insurance

The CITY shall make available State Disability Insurance coverage to those employees who elect to participate, provided that all research and preparation necessary for implementation shall be accomplished by the UNION. Payment for said plan shall be made by the individual employee at no cost to the City.

Article 18.0 Re-negotiation

In the event either party desires to meet and confer on the provisions of a successor M.O.U., it shall serve upon the other its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor Memorandum of Understanding.

Article 19.0 Implementation

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

Article 20.0 Emergency

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

Article 21.0 Savings Clause

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

Article 22.0 Agreement Review

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

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

Article 23.0 Safety Program

A City-wide Safety Program shall be developed and implemented in accordance with federal and state mandated requirements. A Safety Officer shall be appointed among management personnel to develop implement and maintain a City-wide safety awareness program.

Article 24.0 Smoking

No smoking is allowed in City buildings when employees are present.

Article 25.0 Educational Benefits

1. The CITY shall maintain a program providing for the partial refund of tuition and fees for all job related classes or training. The CITY agrees to pay up to \$1,000 per employee per fiscal year for fees, books, and/or tuition for such classes. Classes would require prior approval of the department head and subject to established criteria for reimbursement approval through administrative policy by City Manager, effective July 1, 2001. The educational benefit is designed to reimburse representative employees for fees, books, tuition, software, and valid parking fees (associated with the course only) upon conclusion of each individual course.
2. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
3. The CITY shall reimburse lifeguards whom, while at the service to the CITY, successfully complete training and receive a certificate as an Emergency Medical Technician. Such reimbursement shall not exceed \$400 and shall be limited to costs incurred for tuition, fees, books, and lab fees. If any lifeguard who has been the recipient of the above reimbursement should leave the lifeguard service before completing three (3) seasons after being reimbursed, he/she shall refund the full reimbursement to the CITY.

Expenses for EMT certificates of renewal shall be reimbursed to Lifeguard Sergeant, Lifeguard II and Lifeguard I classifications. Reimbursement is limited to actual cost of classes, fees and books.

4. CITY agrees to the continuation of an Employee Personal Computer Purchase Program available to all CITY employees during the term of this agreement subject to budgetary constraints and City Council approval.

Article 26.0 Employee Assistance Program

City continues to implement and fund an Employee Assistance Program for all City employees.

Article 27.0 Service Fee

I. Implementation

City of Imperial Beach shall cause the City Auditor to deduct a bi-weekly “Service fee” from the pay warrants of those employees in SEIU Local 221 – represented Bargaining Units who fail to become UNION members within thirty days of employment with the CITY or who terminate UNION membership during City employment. Such fee shall be the equivalent to a Fair Share Fee (proportionate share of the Union’s cost of legally authorized representational services) as determined yearly by a CPA. Remittance of the aggregate amount of all dues, fees and other proper deductions made from salaries of employees covered hereunder shall be made to the UNION by the CITY.

- A. UNION agrees to keep an adequate itemized record of its financial transactions and shall make available annually to the CITY, within sixty days after the end of its fiscal year, a written financial statement in the form of a balance sheet and an operating statement certified as to accuracy by the SEIU Local 221221 President and a Certified Public Accountant.
- B. Union further agrees to hold such disputed fees in their entirety in an escrow account to be maintained at the San Diego County Credit Union, 555 Mildred Street, San Diego, California pending resolution of the dispute pursuant to the Service Fee Complaint Procedure.
- C. Hold Harmless: The UNION hereby agrees to indemnify and hold the CITY harmless from any and all liability arising out of such Service Fees pursuant to this Agreement.

II. Service Fee Complaint Procedure

- A. This Complaint Procedure shall be utilized solely to resolve disputes arising out of the deduction of Service fee by the CITY pursuant to a negotiated agreement.
 1. Issues subject to this complaint shall be limited to the following:
 - a. That a portion of the Service Fee deduction is being utilized for non-representation activities.
 - b. That the non-member is a member of a bona-fide religion, body or sect which has historically held a conscientious objections to joining or financially supporting public employee organizations.

In the event that it is determined pursuant to this procedure that such non-member is a member of a religion or body pursuant to this Section, he or she may designate a charitable fund exempt from

taxation under Section 501, Paragraph C, Subsection 3 of the Internal Revenue Code chosen from the following:

Muscular Dystrophy
United Way
American Cancer Society
American Red Cross

City agrees to Cause Auditor to deduct and to remit fees so designated in behalf of one of the above charitable organizations to said organization.

- B. Any non-member employee who objects to the deduction of the Service Fee by the CITY shall file a complaint with the Union. The complaint shall be in writing and shall specify the reason(s) for the objection to the deduction. The complaint need not be formal, but shall clearly state the basis for the objection.
1. Any employee who objects to the deduction of the Service Fee shall forward his or her written complaint to the UNION within forty-five (45) calendar days after the fee is initially deducted.
 2. Upon receipt of the written complaint, UNION shall place the entire Service Fee Deduction into escrow pending resolution of the dispute, and shall request a list of arbitrators from the State conciliation Service or the American Arbitration Union.
- C. Informal Mediation: Notwithstanding Step B, Subsection 2, above, either the UNION or the complainant may request the services of a State Conciliation mediator in a preliminary effort to resolve the dispute prior to arbitration. Following such non-binding informal advisory mediation, if either complainant or UNION is dissatisfied, either party may request arbitration.
- D. Selection of Arbitrator: The arbitrator shall be selected by mutual agreement between the SEIU Local 221221 and the grievant or his/her representative. If the UNION and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of (5) qualified arbitrators. The UNION and the grievant or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.
1. Date for Complaint Hearing - - The UNION shall contact the selected Arbitrator within ten (10) calendar days from the date of the completion of the Mediation process, or in the event that Mediation is not utilized, within (10) working days of receipt of the complaint. Upon confirmation by the Arbitrator, the UNION will forthwith contact the complainant by certified mail indicating the date, time and place of the complaint hearing.
- E. Payments of Costs: In the event that the UNION prevails in said arbitration, the cost of arbitration shall be shared equally between the UNION and complainant. Should complainant prevail, UNION shall pay the entire cost of the arbitration.
- F. Effect of Arbitrator's Decision: The decision of the arbitrator shall be final and binding. Upon receipt of arbitrator's decision, fees being held in escrow shall be disbursed by the UNION in accordance with said decision. In the event that the UNION prevails, the CITY shall continue to deduct the service fees and to remit them to the UNION as determined by the arbitration.

Article 28.0 Labor Management Committee

The CITY and the UNION agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter, or amend this agreement. It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations.

The Committee shall be composed of the President of the UNION or his/her designee and two (2) other Employee representatives and one (1) staff representative from the UNION. In addition, the CITY shall appoint the Human Resources Manager or his /her designee and two (2) other management employees.

Meetings shall be held quarterly and additionally when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed. Release time will be provided to UNION representatives for the purpose of serving on the Committee.

It is the intention of the UNION to meet with CITY in the context of Labor Management Committee as soon as possible after the adoption of a new M.O.U., to discuss workload and staffing issues throughout the City.

Article 29.0 Term

The term of this Memorandum shall be for a two (2) year period commencing July 1, 2011, and ending June 30, 2013. All provisions of this MOU shall apply retroactively to July 1, 2011, except where specifically stated herein.

Article 30.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 40 hours of leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

Article 31.0 Actuarial

CITY agrees to provide to the UNION the actuarial from CalPERS requested via letter dated April 28, 2011, for the 3% @ 50 enhanced retirement benefit for Lifeguards.

Article 32.0 Payroll Policies

The CITY will strive to notify employees in advance of any change in deductions from their paychecks and make any corrections within the next pay period.

The CITY will implement a policy regarding final paycheck deductions and notify employees of these procedures.

Article 33.0 Other Miscellaneous Provisions

The City will add to Article IV Section 6.0 (Appointments) of the Personnel Rules as follows:

Permanent Part-time: Permanent Part-time employees must work at least 30 hours per week on a continuous basis in order to be eligible for prorated benefits.

The City will modify the first paragraph of Article VI Section Section 5.0 (Salary Adjustments) of the Personnel Rules to read:

Every employee who holds a permanent appointment to a full-time position, upon a written recommendation of the department head and approval of the City Manager, and who receives a competent or better evaluation, shall advance to the next step within the salary range for the class. The advancement will become effective on the first day of the succeeding pay period after completing 2,080 hours at the previous step with the exception of Step A. An employee in a temporary part-time position would be eligible for a step increase effective on the first day of the succeeding pay period after their hire date anniversary if they have complete 780 hours in the previous 12 months (for part-time temporary Lifeguards the anniversary date will be September 1 of each year). Part-time temporary employees will automatically be eligible for a step increase on their anniversary date every 24 months, if they have not otherwise been eligible due to the annual 780-hour requirement.

The City will clarify Article VII Section 4.0 (Vacation Leave) of the Personnel Rules to read:

- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:
- (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
 - (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.
 - (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.
 - (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.

The City will update Article VII Section 3.0 (Holidays With Pay) of the Personnel Rules to read:

Section 3 – Holidays With Pay: An eligible employee shall be entitled to the holidays set forth in the current Memorandum of Understanding.

Employees may request time off to attend religious services or other religious activities on recognized religious holidays during the year. Such time off shall be charged to the employee's accumulated vacation leave, holiday bank, or compensatory time off. If the employee has no accumulated vacation leave, holiday bank, or compensatory time off, such time off shall be without pay.

The method for compensating employees who are required to work on a holiday or whose normal day off falls on a holiday shall be given holiday bank hours to use at a time convenient to the department head and the employee. An employee may accrue a maximum of 80 hours of holiday bank time. Any holiday bank hours beyond 80 hours shall be paid in the pay period incurred.

When an employee is absent on vacation leave, holiday bank leave, sick leave or compensatory time off, a holiday immediately preceding, following, or wholly within such leave period shall be recorded as a holiday and not as a day of leave.

If a holiday falls on Saturday, the preceding Friday will be observed as a holiday. If the holiday falls on Sunday, the following Monday will be observed as a holiday.

Classification Recognition: The positions of Building Official and Management Analyst will be considered part of mid-management (a non-represented group) and not be represented by UNION as part of the City of Imperial Beach miscellaneous employee group.

Article 34.0 Strikes and other Concerted Activities

During the term of this MOU, it is agreed that there will be no strikes, including sympathy strikes, slowdowns, concerted stoppage of work, or sickouts.

IN WITNESS WHEREOF, the parties hereto have executed this M.O.U. on the ___th day of September 2011.

CITY OF IMPERIAL BEACH

Gary R. Brown
City Manager

Tom Clark
Public Safety Director/Fire Chief

Linda Leichtle
Human Resources Manager

Jessica Falk Michelli
Lead Negotiator/Deputy City Attorney

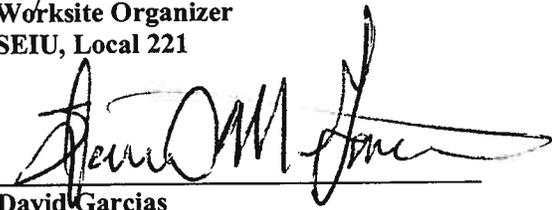
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 221



Executive Director
SEIU, Local 221



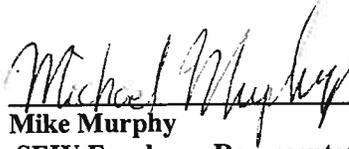
Mike S. O'Connor
Worksite Organizer
SEIU, Local 221



David Garcias
SEIU President



Jack Cellano
SEIU Employee Representative



Mike Murphy
SEIU Employee Representative

Art Ayala
SEIU Employee Representative

Exhibit "A"

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 - Purpose of Grievance Procedure

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

Section 2 – Definitions

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

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

Section 3 – Grievance Procedure Exclusions

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

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

Section 4 - Specifics of the Grievance:

1. Procedure for Presentation:

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

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

2. Prescribed Form:

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

3. Employee Representative:

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

4. Handled During Working Hours:

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

5. Extension or Waiver of Time:

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

6. Consolidation of Grievances:

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

Section 5 - Grievance Procedure Steps

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

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

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

Exhibit "B"

ARTICLE IX -DISCIPLINARY PROCEDURE

Section 1 Kinds of Disciplinary Actions

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

Kinds of disciplinary action may include the following:

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

Section 2 Cause for Disciplinary Action

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

- (a) Violations of these rules;
- (b) Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and responsible manner;

- (c) Willful disobedience or insubordination; or violation of any lawful or official regulation or order; or failure to obey any lawful and reasonable direction given by a superior officer;
- (d) Refusal, neglect, or failure to perform;
- (e) Excessive use or misuse of sick leave;
- (f) Any form of dishonesty, including but not limited to lying, fraud, cheating, deceit, or trickery;
- (g) Intoxication while on duty;
- (h) Fighting or disorderly conduct;
- (i) Discourteous or offensive treatment to the public or other employees;
- (j) Absence without leave, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked by the appointing authority;
- (k) Conviction of a felony or misdemeanor which is job-related. Conviction includes a plea of guilty or no contest;
- (l) Abuse, gross negligence, or willful misconduct in the care or operation of City tools or equipment; causing damage to public property or waste of public supplies;
- (m) Soliciting or accepting for personal use a fee, gift, or other item of value in the course of or in connection with work when such fee, gift, or other item of value so solicited or given by any person in the hope or expectation of receiving an advantage, a favor, or better treatment than that accorded other persons;
- (n) Failure to obey an order from the department head or the City Manager to terminate or desist from outside employment or enterprise that has been determined to be incompatible with City employment or detrimental to the efficiency of regular City work;

- (o) Fraud in securing initial employment or subsequent appointment to higher position in City service;
- (p) Violation of safety procedures;
- (q) Immoral conduct while on duty or other failure of good behavior either during or outside of duty hours which does or could discredit the City;
- (r) Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment;
- (s) The use, sale, or possession of illegal narcotics, not prescribed by a physician while on duty;
- (t) Working overtime without authorization.

Section 3 Written Reprimand

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

Section 4 Notice of Intent

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

- (a) The intended disciplinary action;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (d) A copy of all written materials, reports, or documents upon which the discipline is based;
- (e) Notice of the employee's right to respond to the charges, either orally or in writing, to the City Manager or other impartial designee;

- (f) The date, time and person before whom the employee may respond in no more than ten (10) business days;
- (g) Notice that failure to respond by the specified time shall constitute a waiver of the right to respond prior to final discipline being imposed.

Section 5 Response by Employee

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

Section 6 Final Notice

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

- (a) The disciplinary action taken;
- (b) The effective date of the disciplinary action taken;
- (c) Specific charges upon which the action based;
- (d) A factual summary of the based; upon which the charges disciplinary documents upon which written materials, reports, based; action the Personnel appeal employee's right

Section 7 Appeal Hearing

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

1. Request for Hearing

Within seven (7) working days after final notice of suspension, reduction in pay, demotion, or dismissal, the employee or the employee's representative may file an appeal in writing to the City Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless goof cause for the failure is

shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:

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

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

2. Scheduling of Hearing

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

3. Private or Public Hearings

All hearings shall be private provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date, or the hearing will be closed.

4. Pre-Hearing Procedure

a. Subpoenas

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

b. Exhibits and Witness Lists

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

5. Submission to the Personnel Board

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

6. Record of Proceedings and Costs

a. Court Reporter

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

b. Employee Witness Compensation

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

7. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- d. Irrelevant and unduly repetitious evidence may be excluded.
- e. The Personnel Board shall determine the relevancy, weight, and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
- f. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

8. Burden of Proof

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

9. Proceed with Hearing or Request for Continuance

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

10. Testimony under Oath

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

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

11. Presentation of the Case

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

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

12. Procedure for the Parties

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

13. Right to Control Proceedings

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

14. Hearing Demeanor and Behavior

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

15. Deliberation Upon the Case

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

16. Written Findings and Decision

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

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

The City Council sits as the Personnel Board.

17. Judicial Review

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

Section 8 - Failure of Employee to Appear at Hearing

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

Section 9 - Releasing of Information

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

Exhibit "C"

City of Imperial Beach - Personnel Rules (New version to be updated in Personnel Rules per MOU)

Article VII – Leaves of Absence Section 4 - Vacation Leave

The purpose of annual vacation leave is to enable each eligible employee to return to work mentally refreshed

- (a) Waiting Period: All employees in the Competitive Service shall be entitled to use annual vacation leave with pay following the successful completion of his/her probationary period. However, an employee who is still in their probationary status may, after at least six months of service and with at least a satisfactory job performance rating, request vacation leave or compensatory leave if the employee has accrued compensatory leave, with the approval of the department head or designee. Additionally, a new employee who has not successfully completed his/her probationary period will be allowed to take, with the approval of the department head or designee, any Floating Holiday time off that they have accrued during their probationary period.
- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:
 - (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
 - (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.
 - (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.

- (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.
- (c) When to be Taken. Vacation schedules shall be set by the department head or designee with regard to the needs of the service and, as far as possible, with the wishes of the employee. Vacation shall not be deemed authorized until the employee's eligibility is verified by the City Manager or designee. If the employee cannot take part or all of his/her annual vacation in a calendar year, vacation shall be taken during the following calendar year.
- (d) How it May Be Taken: An eligible employee may take earned vacation leave in any increment of one (1) hour or more with the consent of the department head and the approval of the City Manager or designee.
- (e) Vacation Accumulation: As of January 1st of each year, the maximum vacation balance of an employee shall be no more than twice his/her annual vacation accrual. If an employee has accumulated two years worth of vacation leave during the calendar year, the maximum amount of leave can be no more than two years worth on January 1st, or the employee will cease to accrue any additional vacation leave until the amount of vacation leave is brought to the (two) 2 year maximum of vacation leave. Exception: If an employee was administratively precluded from taking excess vacation by management cancellation of an approved scheduled vacation or the employee was administratively precluded from taking excess vacation by denial of a primary and at least two (2) alternate requests for vacation leave requested by the employee at least ninety (90) days prior to January 1, there will be a grace period provided to the employee as follows: The employee shall continue to accrue their vacation leave and will not lose any excess vacation accrual and will be allowed to use the excess leave during the next three (3) month period, January 1 – March 31. If for any reason, management does not allow the employee to use their excess vacation accrual during this three (3) month period of time, the employee will be granted additional three (3) month period(s) of time, until at which time, the employee is allowed to utilize his/her excess vacation leave accrual.
- (f) Vacation Pay at Termination: Upon separation from services for any cause, an eligible employee who has completed at least one (1) year of active service shall be entitled to pay for the number of accumulated vacation days. A lump sum payment will be made as part of final paycheck. Vacation pay shall be at the employee's current rate of pay.

- (g) Part-Time Employees: Temporary part-time employees shall not be eligible for vacation leave. Permanent part-time employees working more than twenty (20) hours a week are entitled to prorated vacation.
- (h) Military Leave: An employee who interrupts City employment because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective, if requested by the employee. This is governed by all applicable state and federal laws.
- (i) Double Compensation Prohibited: Employees shall not work for the City during their vacations.

EXHIBIT D

SEIU Recognition of Miscellaneous Service Classifications – FY 11-12 & 12-13

**Please see Resolution 2011-7088 with exhibits on
the City of Imperial Beach Council Agenda for
October 5, 2011**

EXHIBIT E

City's Salary & Compensation Plan, Effective July 1, 2011

**Please see Resolution 2011-7088 with exhibits on
the City of Imperial Beach Council Agenda for
October 5, 2011**



CITY OF IMPERIAL BEACH
MISCELLANEOUS UNIT

Flexible Benefit Plan
1/1/2012 to 12/31/2012 Election Form

Employee _____ Social Security Number _____

Address _____

The City of Imperial Beach Flexible Benefit Plan will provide a credit in the amount of \$9,900 per plan year that can be used for the purchase of qualified benefits or received as a taxable cash benefit under certain circumstances. The credit is available to plan participants in equal amounts on a monthly basis. Employees can make an elective contribution if the Flexible Benefit Plan Election total exceeds the Flexible Benefit Plan Credit. Employees and Dependents do not have to be enrolled for medical, dental or vision coverage to participate in the Health Care Spending Account. Dependents do not have to be enrolled in medical coverage to participate in the dental or vision plans.

	Total Monthly
Medical () _____ Code Plan Name	
Dental () _____ Code Plan Name	<small>Single employee coverage is required if medical insurance is elected.</small>
Vision () _____ Code Vision Plan of America Plan Name	
Dependent Care Spending Account <i>Maximum election is \$5,000 per calendar year, or \$416.67 monthly</i>	
Health Care Spending Account <i>Maximum election is \$1,040 for the plan year, or \$86.67 monthly</i>	
Total Flexible Benefit Plan Election	
Taxable Flexible Benefit Plan Credit (Maximum In-Lieu)	<\$400.00>
Flexible Benefit Plan Credit	<\$875.00>
PRE-TAX CONTRIBUTION (Election is more than Credit)	
TAXABLE CASH BENEFIT (Credit is more than Election)	

Authorization Required (See Reverse Side)

ELECTION AUTHORIZATION

I understand that my election as a participant in the City of Imperial Beach Flexible Benefit Plan cannot be changed during the plan year unless I have a change in the status of my family. These are defined under IRS regulations and the City of Imperial Beach Flexible Benefit Plan as circumstances such as, but not limited to, death, divorce, birth of a child, marriage, or change in spouse's employment. I also understand that any contribution I am required to make for coverages that I have elected will be taken from my earnings prior to the deduction of qualified payroll taxes.

Additionally, I understand that if I change my election or cease to be a participant in the City of Imperial Beach Flexible Benefit Plan, and have received reimbursements from the Health Care Reimbursement Account that exceed my year-to-date deposit (leaving my account in a deficit position), I will be asked to reimburse the City of Imperial Beach Flexible Benefit Plan for the amount of the deficit.

Employee Signature

Date

WAIVER OF COVERAGE

I hereby certify that I have been given the opportunity to elect group insurance benefits that are available to me through the City of Imperial Beach Flexible Benefit Plan. After careful consideration, I have decided ***not*** to enroll in the following coverage(s) through the Flexible Benefit Plan. I understand that I am required to show proof of other coverage if I am waiving medical insurance for myself.

Employee Medical
 Employee and Dependent Medical

Spouse Medical
 Child(ren) Medical
 Family Medical

Employee Dental
 Employee and Dependent Dental

Spouse Dental
 Child(ren) Dental
 Family Dental

Employee Vision
 Employee and Dependent Vision

Spouse Vision
 Child(ren) Vision
 Family Vision

Health Care Reimbursement Account

*Dependent Care Reimbursement Account

It is my understanding that in the event that I desire such coverage(s) hereafter, I may not be able to enroll until the next plan year.

Participant Signature

Date

CITY OF IMPERIAL BEACH

MEDICAL PLANS	MONTHLY RATES JANUARY 1, 2012
BLUE SHIELD	
3041 Single Employee	583.60
3042 Employee with One Dependent	1,167.20
3043 Employee with Multiple Dependents	1,517.36
BLUE SHIELD NET VALUE	
0641 Single Employee	501.93
0642 Employee with One Dependent	1,003.86
0643 Employee with Multiple Dependents	1,305.02
KAISER	
3081 Single Employee	512.76
3082 Employee with One Dependent	1,025.52
3083 Employee with Multiple Dependents	1,333.18
PERS SELECT	
0821 Single Employee	446.68
0822 Employee with One Dependent	893.36
0823 Employee with Multiple Dependents	1,161.37
PERS CHOICE	
3231 Single Employee	526.19
3232 Employee with One Dependent	1,052.38
3233 Employee with Multiple Dependents	1,368.09
PERS CARE	
3281 Single Employee	943.26
3282 Employee with One Dependent	1,886.52
3283 Employee with Multiple Dependents	2,452.48

DENTAL PLAN <i>(Single Employee coverage is required if Medical insurance is elected)</i>	MONTHLY RATES JANUARY 1, 2012
DENTAL HMO PLAN	
11 Single Employee	20.26
12 Employee with One Dependent	36.53
13 Employee with Multiple Dependents	52.89
TRADITIONAL PPO PLAN	
21 Single Employee	37.61
22 Employee with One Dependent	68.14
23 Employee with Multiple Dependents	107.99

VISION PLANS	MONTHLY RATES JANUARY 1, 2012
VISION PLAN OF AMERICA	
31 Single Employee	9.73
32 Employee with One Dependent	18.84
33 Employee with Multiple Dependents	25.13

EXHIBIT "G"
City Manager Memorandum Stand-By Pay Authorization

**City of Imperial Beach
City Manager**

Memo

To: Department Directors and Supervisors
From: Marcia Raskin, Interim Assistant City Manager
Date: 8/10/2009
Re: STAND-BY PAY PROCEDURES AND AUTHORIZATION

On, July 1, 2001, the City Manager authorized changes to stand-by procedures and gave authorization to designated represented classifications assigned to the Miscellaneous Classified Service employee labor group.

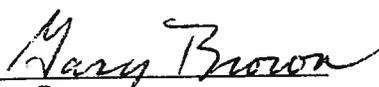
Procedure and Compensation:

Pursuant to Article 9.0 of the SEIU MOU, stand-by pay authorization for designated employees shall be subject to Department Director recommendation and City Manager approval. An employee may be required to be on "stand-by" subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by shall have a communication device (i.e. cell phone, pager, radio, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates:

- a. For a normal workday stand-by shift, pay shall be two (2) hours per day.
- b. For a normal weekend stand-by shift (Saturday and Sunday), pay shall be three (3) hours per day.
- c. For a holiday stand-by shift observed in accordance with an SEIU M.O.U. pay shall be four (4) hours per day.

Should you have any questions regarding this procedure, please contact Linda Leichtle at 423-8617.

City Manager Authorization:



Gary Brown
City Manager

Date: 8/10/09

cc: Finance Director
SEIU MOU Exhibit G

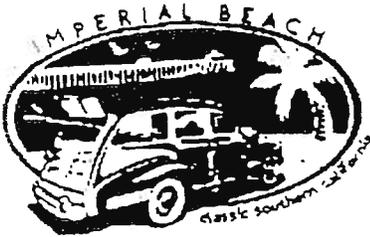


EXHIBIT H

**SIDE LETTER TO
MEMORANDUM OF UNDERSTANDING
BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 2028, AFL-CIO AND THE CITY OF IMPERIAL BEACH**

ARTICLE 9.0 Hours of Work
Subpart 2.0

ALTERNATIVE 9/80 WORK SCHEDULE

Effective March 8, 2001, subject to vote of Union membership and adoption of Reso. No. 2001-5384 by the City Council on February 7, 2001, the CITY shall execute an administrative policy for implementation of an alternative 9/80 work schedule for affected Miscellaneous Classified Service employees in designated City operations and facilities. Although the administrative policy is as specific as possible, the City and SEIU, Local 2028, AFL-CIO understand that there are aspects of such a work schedule that cannot be fully anticipated, and that the parties may need to meet and discuss specifics as they arise. Ongoing implementation of program is also subject to an effective public education campaign and an annual review of program for continued consideration subject to operational and financial impacts.

Payroll implementation of the alternative 9/80 work schedule may cause a one-time impact to work schedules and a change to employee pay dates for City employees in the Miscellaneous Classified Service to ensure timely payroll processing and compliance with the FLSA 40-hour workweek. Affected City employees will be eligible to choose appropriate level of compensation of one (1) nine-hour floating holiday, or nine (9) hours of compensation or comp time to be used prior to June 30, 2001.

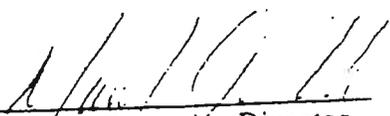
Certification:



Barry Johnson, City Manager

DATE

3/7/01



Mary Grillo, Executive Director
SEIU, Local 2028, AFL-CIO

DATE

3/7/01

RESOLUTION NO. 2001-5384

A RESOLUTION OF THE CITY COUNCIL/REDEVELOPMENT AGENCY BOARD OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING AN ALTERNATIVE 9/80 WORK SCHEDULE - CITYWIDE ENERGY AND COST REDUCTION MEASURE

WHEREAS, California faces unprecedented energy challenges and severe electricity shortages; and

WHEREAS, the City of Imperial Beach has already implemented energy curtailment strategies endorsed by the League of California Cities, as appropriate, and will continue to formalize further protocols and energy reduction programs to meet the Governor's 7% energy conservation goal; and

WHEREAS, the employee labor association representing the Miscellaneous Classified Service has previously desired and communicated with City staff the implementation of an alternative 9/80 work schedule in previous labor negotiations; and

WHEREAS, the City further acknowledges the benefits of an alternative 9/80 work schedule as an energy and cost reduction measure to curtail energy consumption, reduce City's general fund expenditures, and stabilize future expenditures to meet limited projected revenues; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Imperial Beach, Hereby authorizes the City Manager to implement the feasibility of an alternative 9/80 work schedule in applicable City Departments as a City-wide energy and cost reduction measure in all City facilities; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to seek approval by the Miscellaneous Classified Service Employee Association (I.e. SEIU, Local 2028, AFL-CIO); and

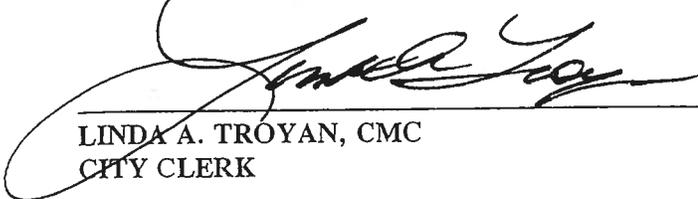
BE IT FURTHER RESOLVED, that the City Manager is authorized to execute an administrative policy for implementation in the next 30-45 days, with a public education campaign on extended City service hours.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 7th day of February 2001, by the following roll call vote:

AYES: ROSE, BENDA, WINTER, ROGERS, McCOY
NOES: NONE
ABSENT: NONE


DIANE ROSE, MAYOR

ATTEST:


LINDA A. TROYAN, CMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: October 5, 2011

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: ADOPT RESOLUTION NO. 2011- 7089 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION LOCAL 4692

DISCUSSION:

The Imperial Beach Firefighters' Association Local 4692 ("Firefighters' Association") is the exclusive bargaining agent and representative of the City's sworn Fire employees ("bargaining unit"). The Memorandum of Understanding ("MOU") between the City and Firefighters' Association for fiscal years 2009-2011 expired on June 30, 2011.

The City's Negotiation Team and representatives of the bargaining unit held "meet and confer" meetings in an effort to reach agreement on a new Memorandum of Understanding. The City and the bargaining unit signed a Letter of Intent on August 17, 2011 agreeing to the terms contained in the attached MOU. Council approved the Letter of Intent on September 7, 2011, implementing the terms agreed upon between the parties. The MOU before Council for approval codifies the terms previously approved and agreed upon between the parties.

The changes from the previous MOU are as follows:

- 1.) The parties agree to a new MOU for the period of July 1, 2011 through June 30, 2013, with the provisions of the MOU to be retroactive to July 1, 2011, except where specifically stated otherwise; and
- 2.) Employees hired prior to July 1, 2011, will receive a 4% stipend effective July 1, 2011, and a 4% stipend effective July 1, 2012. Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU; and
- 3.) Effective July 1, 2011, employees hired prior to July 1, 2011, shall pay the entire employee portion of the CalPERS retirement contribution and the EPSC will be eliminated; and
- 4.) The CalPERS formula for employees hired on or after July 1, 2011, will be 2% @ 50 with the use of the average of the employee's highest-three-year salary. Employees hired on or after July 1, 2011 will pay the entire employee portion of the CalPERS retirement contribution, and will not be permitted to convert unused sick leave to CalPERS service credit; and

- 5.) Part-time employees will be moved to PARS and will no longer pay into Social Security; and
- 6.) Effective July 1, 2011, the City shall increase by \$50 from \$775 to \$825 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30 from \$825 to \$855 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. For July 1, 2011, through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$775 per month. Effective January 1, 2012, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$400 per month. Employees hired on or after July 1, 2011, who elect not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$150 per month. Employees who elect not to be covered under the City's health plan must demonstrate proof of alternative medical and dental insurance; and
- 7.) Employees hired prior to July 1, 2011 shall accrue a maximum of 1400 hours of sick leave, and on June 30 each year, these employees will receive cash payment for accrued sick leave in excess of 1400 hours. Employees hired on or after July 1, 2011, shall accrue a maximum of 1120 hours of sick leave, and on June 30 each year, these employees will receive cash payment for accrued sick leave in excess of 1120 hours. For all employees, upon separation in good standing after 5 years of completed City service, employees will receive a cash payment for 50% of up to 1120 accrued sick leave hours, with a maximum cash payment for no more than 560 accrued sick leave hours.
- 8.) Engineers that maintain a Paramedic License will receive 7.5% of base pay.
- 9.) Overtime for work in a lower classification will be paid at the top step rate for the position being filled. This will not apply to force-backs; and
- 10.) Employees hired on or after July 1, 2011 must be non-smokers and remain non-smokers and cannot use tobacco of any kind as a condition of continued employment. Effective January 1, 2012, employees are prohibited from smoking and using tobacco of any kind while on duty; and
- 11.) A new article has been created providing for a minimum staffing of 3 full-time fire suppression personnel for all shifts; and
- 12.) A new article has been created related to personal appearance and visible tattoos, earrings, punches and piercings; and
- 13.) The City will create new classifications of Fire Captain/Paramedic and Firefighter/EMT. Once the two Captains who have not held the rated position of Engineer retire from City employment, the classification of Firefighter will be eliminated; and
- 14.) The City will create a new classification of Firefighter/Paramedic Recruit for new hires at 5% lower than the first step Firefighter/Paramedic with a six month time frame before a Firefighter/Paramedic Recruit is eligible to advance to the first step Firefighter/Paramedic. Probation for a new hire will remain at one year. The City will modify the Salary and Compensation Plan to add one step (5%) to the Firefighter/Paramedic, Engineer, Engineer/Paramedic, Captain and Captain/Paramedic

classifications to be implemented on a graduated basis consistent with an employee's anniversary date of hire or promotion; and

- 15.) Changes have been made to Article 9.0 "Hours of Work" related to the Daily Shift Schedule and work to be performed; and
- 16.) Changes have been made to Article 12.0 "Educational Benefits" related to tuition reimbursement; and
- 17.) Changes have been made to Article 15.0 "Physical Examinations" requiring that all new employees provide a CPAT certificate six months prior to date of hire, and outlining requirements for all employees to participate in all portions of the Wellness Program at San Diego Sports Medicine; and
- 18.) An Insurance Committee will be established to investigate and review health related matters and insurance options; and
- 19.) All current and new employees will sign up for direct deposit; and
- 20.) Clarifying language has been added to Article 8.0 "Out of Classification Pay" that only one Fire Engineer or Engineer/Paramedic and one Captain or Captain/Paramedic will serve each shift; and
- 21.) Clarifying language has been added to Article 11.0 "Holiday and Vacation Benefits" related to prorating floating holidays for new employees; and
- 22.) Clarifying language has been added to Article 13.0 "Insurance Benefits" related to the pre-tax payroll deductions for vision care; and
- 23.) Minimum qualifications has been added for the Captain and Engineer positions; and
- 24.) No changes will be made to the uniform allowance for Fiscal Year 2011-2012, and the parties agree to reopen negotiations during the term of the MOU for changes to Article 14.0- Uniform Replacement Allowance.

The MOU has been ratified and approved by the membership of the bargaining unit. Upon approval of the Resolution before the City Council, the MOU shall reflect the sole agreement of the parties and supersede all prior agreements whether written or oral.

ENVIRONMENTAL IMPACT

This activity is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).

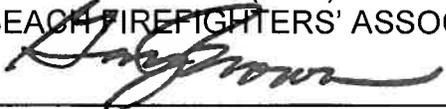
FISCAL IMPACT:

This MOU saves \$52,200 over the 2 year period. This savings results from the combination of: increased employee retirement pickup, the elimination of EPMC, the reduction of health insurance cash out, the creation of the Firefighter/Paramedic Recruit position, and the creation of a different retirement formula for new employees. The savings is partially offset from stipends, modifications to the salary and compensation plan, and increases to monthly health contributions. Since the Firefighters are a smaller workgroup, long term savings will continue to grow over time as new employees enter City employment. It is estimated that savings could

reach over \$28,000 per year within 5 years.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 2011-7089 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION LOCAL 4692



Gary R. Brown, City Manager

Attachment:

1. Resolution 2011 -7089 _____
2. MOU

RESOLUTION NO 2011-7089

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH
APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY AND THE MEMBERS OF IMPERIAL BEACH FIREFIGHTERS'
ASSOCIATION LOCAL 4692**

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act; and

WHEREAS, the Imperial Beach Firefighters' Association Local 4692 ("Firefighters' Association") is the exclusive bargaining agent and representative of the City's sworn Fire employees ("bargaining unit"); and

WHEREAS, the Memorandum of Understanding ("MOU") between the City and Firefighters' Association for fiscal years 2009-2011 expired on June 30, 2011; and

WHEREAS, the parties held "meet and confer" sessions in an effort to reach an agreement on a new MOU; and

WHEREAS, the City's Negotiating Team and the Firefighters' Association tentatively agreed upon provisions for a new MOU for Fiscal Years 2011-2013, attached hereto and incorporated herein; and

WHEREAS, Council approved a Letter of Intent to enter into an MOU with the Firefighters' Association via Resolution 2011-7074 outlining the agreed upon provisions to be included in a successor MOU; and

WHEREAS, the attached MOU for Fiscal Years 2011-2013 has been ratified and approved by the membership of the Firefighters' Association; and

WHEREAS, upon approval of the Resolution by City Council, the MOU shall reflect the sole agreement of the parties and supersede all prior agreements whether written or oral;

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The above recitals are true and correct.

Section 2: The attached MOU between the City and the Firefighters'

Association is hereby adopted.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 5th day of October, 2011, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK



MEMORANDUM OF UNDERSTANDING

Between

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

And

IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) Local 4692
845 Imperial Beach Boulevard
Imperial Beach, CA. 91932

TERM:

July 1, 2011 – June 30, 2013

FINAL

* * * * *

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Exhibits:

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

Preamble

Representatives of the City of Imperial Beach and the Imperial Beach Firefighters' Association Local 4692 have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as "M.O.U" is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties. This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the Imperial Beach Firefighters' Association Local 4692 hereinafter referred to as "ASSOCIATION", and it supersedes all prior agreements, commitments, and practices. This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing July 1, 2011 through June 30, 2013.

Article 1.0 Management Rights

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

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

Article 2.0 Employee Rights

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

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

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

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

Article 3.0 Responsibilities of the Imperial Beach Firefighters' Association

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

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

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

Article 4.0 Unfair Employee Relations Practices

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

- c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

Article 5.0 Grievance Procedure

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

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

Article 6.0 Discharge or Other Disciplinary Action

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

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

Article 7.0 General Provisions

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

employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hour operations or cause unnecessary loss of time to the CITY.

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

Article 8.0 Out-of-Classification Pay

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

Article 9.0 Hours of Work

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

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

4. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than two (2) hours at one and half (1-1/2) times his rate of pay based on a 56 hour workweek for such call-back, even if less service is required. Employees on vacation when called back remain on vacation for pay to the employee, and vacation usage purposes, but get time and one-half pay for all time served with the minimum pay requirement applicable.
5. Salary Increases: Salary increases that are based on a known date such as longevity pay and step increases shall be paid from the first day of the pay period in which the anniversary occurs.
6. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5.0% (five percent) higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher than the highest step of the pay range of the classification to which they are being promoted.
7. Mileage Reimbursement: Employees using their own car on authorized CITY business shall receive the per mileage fee set by the CITY.
8. Overtime for work in a lower classification will be paid at the top step rate for the position being filled. This will not apply to force-backs. Example- a Captain filling an Engineer's position will be paid 1.5 pay for hours worked at the Engineer's top step rate. Captains cannot fill Firefighter/Paramedic vacancies unless they are a currently licensed paramedic. Engineers/Paramedics working as Firefighter/Paramedics will be paid at the Firefighter/Paramedic top step rate.
9. Work Hours: When not engaged in emergency activity, the Daily Shift Schedule will be as follows:
 - o Morning Work Period- 0730-1100 hours
 - o 1 Hour Lunch Break between 1100-1300 hours
 - o Afternoon Work Period from 1300-1700hours
 - o Work to be performed during the Daily Shift Schedule will include but not be limited to: Station and Apparatus Maintenance; Fire Operations and EMS Training; Pre-Fire Planning; Fire Prevention Inspections which include Residential and Commercial Rentals, Commercial Properties, Weed Abatement and Alley Inspections; Parking Citations on the street and private property while in the course of normal outside activities (red curb, disabled parking, hydrant); Community Education Programs; City CPR Instructor/Trainer, and other duties as assigned.

Employees may begin their physical fitness program at 0730 provided that they are available to respond, if necessary, and as long as the employee finishes the workout, showers and is in uniform by 0930. Captains are responsible for ensuring that their crews utilize this time for working out. Otherwise, all physical training will be performed after the end of the afternoon work period. Employees may begin their physical fitness program at 1630 if they are unable to workout in the morning.

There will be one designated CPR Instructor/Trainer on each shift.

In the event of operational needs, this section can be modified at any time at the direction of the Fire Chief to meet the needs of the City.

The Fire Department Policy and Procedures Manual will be updated to comply with this section.

Article 10.0 Sick Leave

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

1. Sick Leave Accrual:

a. Employees hire prior to July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1400 hours may be accumulated.

b. Employees hired on or after July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1120 hours may be accumulated.

2. Sick Leave Permitted: Sick leave shall not be considered as a privilege which an employee may use at his own discretion but shall be granted only upon the recommendation of the department head. Employees may use accrued sick leave with pay for absences necessitated as follows:

a. Actual personal sickness or disability;

b. Medical or dental treatment; or

c. In case of emergency illness, including contagious disease, or injury in the immediate family.

3. Sick Leave Payoff:

a. Employees hired prior to July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1,400 hours. Upon separation in good standing after five (5) years of completed City service, regular employees shall receive a cash payment for 50% of up to 1120 accrued sick leave hours, with a maximum cash payment for no more than 560 accrued sick leave hours. Upon retirement from CITY service, regular employees shall receive cash payment for 50 percent of their accrued hours of sick leave to a maximum of 700 hours. . Upon the death of a regular employee his/her beneficiary shall receive a sick leave cash payment for no more than 700 accrued sick leave hours.

b. Employees hired on or after July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1120 hours. Upon separation in good standing after five (5) years of completed City service, regular employees shall receive a cash payment for 50% of up to 1120 accrued sick leave hours, with a maximum cash payment for no

more than 560 accrued sick leave hours. Unused sick leave cannot be converted to CalPERS service credit.

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

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

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

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

Article 11.0 Holiday and Vacation Benefits

1. HOLIDAYS: It is agreed that twelve (12) regular holidays at 11.2 hours each and two (2) floating holidays at 12 hours each shall be granted to each probationary and regular sworn fire employee that works a shift in the CITY service to these provisions shall be authorized.

For probationary fire employees that work a shift, an allowance of two (2) twelve (12) hour floating holiday time periods will be credited to their holiday account in proportion to the months remaining in the fiscal year at the time of employment, i.e.,

$$\frac{24 \text{ hours} \times \text{months remaining}}{12}$$

For example, an employee hired in October would receive:

$$\frac{24 \times 9}{12} = 18 \text{ hours of floating Holiday Time}$$

2. FLOATING HOLIDAYS: Employees shall receive two (2) twelve (12) hour floating holiday paid absences from work annually to be taken on a day mutually agreeable to the employee and the department head. When an employee is hired, floating holidays will be prorated for the year.

3. REGULAR HOLIDAY CREDIT: Sworn fire employees who are shift workers will receive a guaranteed twelve (12) regular holiday credits at 11.2 hours each per holiday for a total of 134.4 hours per year.

$$\frac{8 \times 56 (\text{Firefighters workweek})}{40} = 11.2 \text{ hours}$$

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

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

greater than 15 yrs of service: $\frac{160 \times \text{Firefighter's workweek}}{40} + 134.4 \text{ hours}$

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

Article 12.0 Educational Benefits

1. The CITY, as employer shall maintain a program providing for the partial refund of tuition and fees for all courses taken by employees when such courses are included in the courses required to obtain or maintain a job related certificate, Associates in Fire Science or Baccalaureate Degree in Public Administration or any other course previously approved by the department head. The CITY agrees to budget for \$1,000 per employee per year for fees and/or tuition for such firefighting classes, seminars, etc. The program will allow individuals to exceed \$1000 for tuition reimbursement if they are working towards a Baccalaureate or Masters Degree in Public or Business Administration, Associates in Fire Science, Fire Officer Certificate, or other job related degree or certificate, provided that the department head pre-approves a Career Plan submitted by the employee. An approved Career Plan is required in order for an employee to exceed \$1000 in reimbursements. All classes would require prior approval of the department head for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual with a grade of "B" or better, or successful completion of courses that do not assign grades.
2. CITY agrees to the continuation of an Employee Personal Computer Purchase Program available to all CITY employees during the term of this agreement subject to budgetary constraints and City Council approval.

Article 13.0 Insurance Benefits

1. Heath Insurance Flexible Benefit Plan

Effective July 1, 2011, the CITY shall increase by \$50, from \$775 to \$825 per month (\$9900 per plan year) the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30, from \$825 to \$855 per month, the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Employees may not cash out as a taxable cash benefit the above stated increases.

All CITY health insurance carriers are provided through the California Public Employees Retirement System (CalPERS). The City shall pay the mandatory minimum employer contribution to retiree health lawfully required by CalPERS.

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

From July 1, 2011 through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan may cash out as a taxable cash benefit a maximum of \$775 per month. Effective January 1, 2012, an EMPLOYEE hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan, may cash out as a taxable cash benefit a maximum of \$400 per month. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical and dental coverage insurance. (i.e. spouse or independent insurance coverage).

Employees hired on or after July 1, 2011 who elect not to be covered under the City's health insurance plan, may cash out as a taxable cash benefit a maximum of \$150 per month. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse or independent insurance coverage).

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

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

a. Health and Welfare FSA

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

b. Dependent Care FSA

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

c. FSA Administration

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

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

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

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

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

6. An Insurance Committee shall be established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. Matters subject to the duty to bargain may be discussed, however, the Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The City and the Firefighters agree to reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee.

If any legally mandated changes to health insurance should occur during the term of this MOU, both parties agree to re-open negotiations to meet and confer over any related mandatory subjects of bargaining.

Article 14.0 Uniform Replacement Allowance

The uniform allowance will remain as status quo for July 1, 2011 through June 30, 2012. The parties agree to reopen negotiations during the term of the MOU for changes to Article 14.0- Uniform Replacement Allowance.

Existing employees will receive a uniform maintenance allowance in the amount of \$600 per fiscal year on a separate check. For new firefighter employees, the City will purchase two pair of nomex uniform shirts and two pair of nomex uniform pants. Beginning January 1, 2006 only nomex uniforms will be permitted.

Article 15.0 Physical Examinations

1. The CITY will provide comprehensive physical examinations bi-annually for all firefighting personnel. This medical exam shall include vision screening, a pulmonary function test, lumbar and chest x-rays, an electrocardiogram (EKG), and medical examiners certificate as required by the Department of Motor Vehicle for Class "B" license.
2. New employees must provide a CPAT certificate six months prior to date of hire.
3. If sufficient funds are available, employees are required to participate bi-annually in all portions of the Wellness Program at San Diego Sports Medicine. If the funds are available, but the employee elects not to participate in the complete Wellness Program, the employee must annually submit a CPAT certificate.

If sufficient funds are not available for the employees to participate in all portions of the Wellness Program at San Diego Sports Medicine, the City will continue to provide the current level of physical examinations that are provided through San Diego Sports Medicine.

All employees will attend San Diego Sports Medicine activities during a scheduled or assigned shift.

In keeping with the intent of the Fire Service Joint Labor Management Wellness-Fitness Initiative, participation in the complete wellness program shall be non-punitive.

Article 16.0 Prevailing Benefits

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

Article 17.0 Service to the Public

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

Article 18.0 Term

The term of this M.O.U. shall be for a two (2) year period commencing July 1, 2011, and ending June 30, 2013, All provisions of this MOU shall apply retroactively to July 1, 2011, except where specifically stated herein. This M.O.U. shall remain in effect and shall not expire prior to June 30, 2013.

Article 19.0 Salaries

1. Salary – There shall be no salary increase or cost of living adjustments for the duration of the term of this MOU.

2. Stipend –

Effective July 1, 2011, employees will receive a 4 % stipend for those employed prior to July 1, 2011. These stipends will not be considered compensation in regards to PERS.

Effective July 1, 2012, employees will receive a 4% stipend for those employed prior to July 1, 2011. These stipends will not be considered compensation in regards to PERS.

Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU.

Article 20.0 Retirement Benefits

1. For employees hired prior to July 1, 2011:

Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution.

2. Report of Employer Paid Member Contribution (EPMC): CITY agrees by resolution only to report the employer's value of EPMC in accordance with established rules and regulations set for by the CalPERS and under Government Code Section 20636 (c). Annual reporting of the EPMC by resolution only is subject to annual review and economic analysis by CITY of City's financial condition. Effective July 1, 2011, the EPMC will no longer be reported to CalPERS and will not be included in an employee's final compensation for employees hired prior to July 1, 2011.

3. CalPERS Retirement Formula:

a. Employees hired prior to July 1, 2011-The City will continue the 3% @ 50 service retirement benefit for fire public safety members.

b. Employees hired on or after July 1, 2011- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution. Employees hired on or after July 1, 2011, will not be allowed to convert unused sick leave to CalPERS service credit. Because the City will not be paying the employee portion of the CalPERS contribution, the EPMC will not be reported to CalPERS, and will not be included in an employee's final compensation.

4. PERS 1957 Survivor Benefit: Pursuant to California Public Employees Retirement Law Section 21546 (1957 Survivor Allowance) (i) On and after April 1, 1972 this section shall apply to all contracting agencies and to the employees of those agencies with respect to deaths occurring after April 1, 1972, whether or not the agencies have previously elected to be subject to this section.
5. Part-time employees: All part time employees will be moved to PARS and will no longer pay into social security.

Article 21.0 Recognition

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

1. Fire Captain
2. Fire Captain/Paramedic
3. Engineer/Paramedic
4. Fire Engineer
5. Firefighter/Paramedic
6. Firefighter
7. Firefighter/EMT (part-time/Seasonal)
8. Firefighter/Paramedic Recruit

Once the two Captains who have not held the rated position of Engineer retire or leave City employment, the classification of Firefighter will be eliminated.

Article 22.0 Payroll Deduction of Dues

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

Article 23.0 Rules and Regulations

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

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

Article 24.0 Re-negotiation

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

Article 25.0 Implementation

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

Article 26.0 Emergency

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

Article 27.0 Smoke Free Work Environment

The CITY and Association recognize that smoking, second hand smoke and tobacco use are one of the leading causes of death and disease in the United States. As a condition of employment with the City, employees hired on or after July 1, 2011, must be non-smokers and remain non-smokers, and cannot use tobacco of any kind as a condition of continued employment.

Effective January 1, 2012, employees are prohibited from smoking and using tobacco of any kind while on duty.

To ensure the health and welfare of the employees, the Fire Station and Fire Department work areas shall be designated smoke free zones and tobacco-free zones.

Smoke and Tobacco Free Zones include:

Fire Station:

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

Fire Apparatus:

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

Fire Department Response:

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

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

Article 28.0 Employee Assistance Program

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

Article 29.0 Savings Clause

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

Article 30.0 Agreement Review

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

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

Article 31.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 56 hours of leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

Article 32.0 Re-opener Provisions

1. If or when the City desires to implement a change to the current ambulance transportation service, the CITY and ASSOCIATION agree to meet and confer with the other party on such service.

Article 33.0 Miscellaneous Provisions

1. City agrees to request an actuarial from CalPERS, six months prior to the contract expiration, on enhanced survivor benefit option(s).

Article 34.0 Personal Appearance

Current and new employees shall not have visible tattoos showing during the course of the employee's assigned shift while in Class A, Class B or Class C uniforms. During workouts or physical fitness outside of the fire station, employees must wear long-sleeve shirts and are not permitted to wear a long-sleeve shirt under a Class B uniform shirt. During workouts or physical fitness inside the fire station, employees will be permitted to wear shorts and t-shirts that display visible tattoos.

Employees may wear one set of stud earrings per earlobe. The earrings shall be plain, less than ¼ inch in diameter, and cannot interfere with proper donning of Personal Protective Equipment. All other visible earrings, punches, and piercings are prohibited.

Article 35.0 Paramedic Specialty Pay

A Firefighter/Paramedic will receive a paramedic specialty pay of 11.30% of base pay, and is required to retain a Paramedic License as a condition of employment with the City. Captains that maintain a Paramedic License will receive 5% of base pay. Engineers that maintain a Paramedic License will receive 7.5% of base pay. Captains and Engineers are not required to maintain a Paramedic license as a condition of employment, but must be current with all the required continued education and quarterly trainings to work down as a Firefighter/Paramedic.

Article 36.0 Minimum Staffing

For all shifts, on all days, a minimum of three full-time fire suppression personnel shall be on duty per 24 hour shift.

Exhibit "A"

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 - Purpose of Grievance Procedure

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

Section 2 – Definitions

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

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

Section 3 – Grievance Procedure Exclusions

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

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

Section 4 - Specifics of the Grievance:

1. Procedure for Presentation:

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

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

2. Prescribed Form:

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

3. Employee Representative:

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

4. Handled During Working Hours:

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

5. Extension or Waiver of Time:

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

6. Consolidation of Grievances:

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

Section 5 - Grievance Procedure Steps

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

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

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

Exhibit "B"

ARTICLE IX -DISCIPLINARY PROCEDURE

Section 1 Kinds of Disciplinary Actions

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

Kinds of disciplinary action may include the following:

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

Section 2 Cause for Disciplinary Action

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

- (a) Violations of these rules;
- (b) Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and responsible manner;

- (c) Willful disobedience or insubordination; or violation of any lawful or official regulation or order; or failure to obey any lawful and reasonable direction given by a superior officer;
- (d) Refusal, neglect, or failure to perform;
- (e) Excessive use or misuse of sick leave;
- (f) Any form of dishonesty, including but not limited to lying, fraud, cheating, deceit, or trickery;
- (g) Intoxication while on duty;
- (h) Fighting or disorderly conduct;
- (i) Discourteous or offensive treatment to the public or other employees;
- (j) Absence without leave, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked by the appointing authority;
- (k) Conviction of a felony or misdemeanor which is job-related. Conviction includes a plea of guilty or no contest;
- (l) Abuse, gross negligence, or willful misconduct in the care or operation of City tools or equipment; causing damage to public property or waste of public supplies;
- (m) Soliciting or accepting for personal use a fee, gift, or other item of value in the course of or in connection with work when such fee, gift, or other item of value so solicited or given by any person in the hope or expectation of receiving an advantage, a favor, or better treatment than that accorded other persons;
- (n) Failure to obey an order from the department head or the City Manager to terminate or desist from outside employment or enterprise that has been determined to be incompatible with City employment or detrimental to the efficiency of regular City work;

- (o) Fraud in securing initial employment or subsequent appointment to higher position in City service;
- (p) Violation of safety procedures;
- (q) Immoral conduct while on duty or other failure of good behavior either during or outside of duty hours which does or could discredit the City;
- (r) Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment;
- (s) The use, sale, or possession of illegal narcotics, not prescribed by a physician while on duty;
- (t) Working overtime without authorization.

Section 3 Written Reprimand

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

Section 4 Notice of Intent

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

- (a) The intended disciplinary action;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (d) A copy of all written materials, reports, or documents upon which the discipline is based;
- (e) Notice of the employee's right to respond to the charges, either orally or in writing, to the City Manager or other impartial designee;

- (f) The date, time and person before whom the employee may respond in no more than ten (10) business days;
- (g) Notice that failure to respond by the specified time shall constitute a waiver of the right to respond prior to final discipline being imposed.

Section 5 Response by Employee

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

Section 6 Final Notice

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

- (a) The disciplinary action taken;
- (b) The effective date of the disciplinary action taken;
- (c) Specific charges upon which the action based;
- (d) A factual summary of the based; upon which the charges disciplinary documents upon which written materials, reports, based; action the Personnel appeal employee's right

Section 7 Appeal Hearing

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

1. Request for Hearing

Within seven (7) working days after final notice of suspension, reduction in pay, demotion, or dismissal, the employee or the employee's representative may file an appeal in writing to the City Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless goof cause for the failure is

shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:

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

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

2. Scheduling of Hearing

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

3. Private or Public Hearings

All hearings shall be private provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date, or the hearing will be closed.

4. Pre-Hearing Procedure

a. Subpoenas

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

b. Exhibits and Witness Lists

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

5. Submission to the Personnel Board

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

6. Record of Proceedings and Costs

a. Court Reporter

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

b. Employee Witness Compensation

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

7. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- d. Irrelevant and unduly repetitious evidence may be excluded.
- e. The Personnel Board shall determine the relevancy, weight, and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
- f. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

8. Burden of Proof

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

9. Proceed with Hearing or Request for Continuance

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

10. Testimony under Oath

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

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

11. Presentation of the Case

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

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

12. Procedure for the Parties

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

13. Right to Control Proceedings

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

14. Hearing Demeanor and Behavior

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

15. Deliberation Upon the Case

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

16. Written Findings and Decision

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

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

The City Council sits as the Personnel Board.

17. Judicial Review

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

Section 8 - Failure of Employee to Appear at Hearing

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

Section 9 - Releasing of Information

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

EXHIBIT C

City's Salary & Compensation Plan,

**Please see Resolution 2011-7088 with exhibits on
the City of Imperial Beach Council Agenda for
October 5, 2011**



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 5, 2011

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: PUBLIC HEARING TO CONSIDER FINAL APPROVAL OF THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ANNUAL REPORT AND TO AUTHORIZE THE LEVYING OF THE 2011/2012 FISCAL YEAR ASSESSMENT FOR THE DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989

BACKGROUND:

The Imperial Beach Business Improvement District was established in 1997. The purpose of the BID, as outlined in the original Ordinance, was to raise money to defray costs for any of the following:

- (1) Acquisition, construction, and/or maintenance of parking facilities;
- (2) Decoration of any public place;
- (3) Promotion of public events in public places;
- (4) Provision of music or entertainment in public places; and
- (5) Promotion of business activities.

On September 7, 2011, the City Council considered and approved the Fiscal Year 2010/2011 Annual Report of the Business Improvement District Board. The Report also included a Budget for Fiscal Year 2011/2012. A resolution was adopted scheduling a public hearing for October 7, 2011 to consider final approval of the Annual Report and to authorize the levying of the annual assessment for Fiscal Year 2011/2012. The law governing Parking and Business Improvement Districts requires that oral and written protests be heard at the public hearing.

DISCUSSION:

Budgeted BID expenditures for FY 2010/2011 are estimated at \$56,015. Total revenues are projected to be \$30,500. The BID has accumulated a reserve of approximately \$35,000. The

proposed budget anticipates a projected carryover of \$15,000 at the end of the Fiscal Year 2011-2012.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL ANALYSIS:

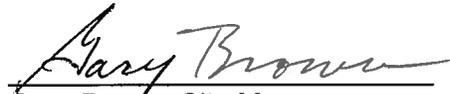
Minimal costs associated with the collection/disbursement of the BID assessment by the City.

DEPARTMENT RECOMMENDATION:

1. Declare public hearing open;
2. Receive public testimony;
3. Close public hearing; and,
4. Adopt Resolution No. 2011-7096 approving the Report from the BID Advisory Board for FY 2010/2011 and the budget and proposed activities for FY 2011/2012 and levying the assessment for properties within the BID for FY 2011/2012.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. BID Annual Report for FY 10-11
2. Proposed Budget for FY 11-12
3. Resolution No. 2011-7096



Annual report, fiscal year 01 July 2010 to 30 June 2011, and proposed budget, 01 July 2011 to 30 June 2012, for the Imperial Beach Business Improvement District Association (Association).

- 1) There are no proposed changes in the boundaries of the parking and business improvement area or in any benefit zones within the area. The association does not propose to include excluded areas of the City of Imperial Beach (City) this fiscal year.
- 2) Improvement and activities with costs of providing improvements and activities (July 1, 2010 to June 30, 2011): See Attachment A
- 3) The BID accomplished (Jun 2010 – Jul 2011):
 - A) Promoting bring people into the district by:
 1. Conducting the Taste of IB.
 2. Funding the Banner Pole Flags (along with the City) along commercial roads.
 3. Supporting the 4th of July concert and Fireworks.
 4. Conducting Sunset Celebration concerts on Saturday afternoons and sound for the Beachfront BBQ.
 5. Funding the new street signs with the City logo (along with the City) along commercial roads.
 6. Conducting a Business Expo.
 - 4) Proposed improvements and activities with the estimate of the cost of providing the improvements and the activities proposed (July 1, 2011 to June30, 2012): See Attachment B
 - 5) The BID plans on (for Jun 2011- Jul 2012):
 - A) Promoting bringing people into the district by:
 1. Conducting the Taste of IB, showcasing local businesses.
 2. Holding Sunset Celebrations (including support of the 4th of July fireworks) during the summer months.
 3. Supporting the 4th of July Fireworks.
 4. Providing music for Christmas Comes to IB and the Beachfront BBQ.
 - B) Helping the district beautification by:
 1. Providing the Paint the Box program. Emphasis this year to catch up on maintenance due to corrosion and graffiti.
 2. Providing Holiday decorations.
 - C) Promoting the establishment of new businesses and helping existing businesses with the Business Exposition.
 - D) Promoting the District by helping the City advertise special projects such as ground breakings and news worthy city projects helping the image of the District.
- 6) It is proposed to keep the assessment the same as last fiscal year.
- 7) Surplus from last fiscal year is \$35,324.19 down from 39,322.61 the previous year.

8) Contributions (July 1, 2010 to June 30, 2011) from sources other than assessments levied included:

A) City of Imperial Beach Grant for Taste of IB	\$ 384.00
B) Taste of IB (ticket sales)	\$ 943.00
C) 4 th of July Concert Sponsors	\$ 300.00

Attachment A

Business Improvement District

Budget Jul 2010- Jul 2011

Income	Budget	Actual	Difference (\$)	%		
BID Fees	\$27,500.00	\$26,427.00	-\$1,073.00	-4%		
07/19/10		\$5,158.00				
11/08/10		\$5,265.00				
01/10/11		\$8,794.00				
04/28/11		\$7,210.00				
Taste of IB	\$2,000.00	\$1,327.00	-\$673.00	-34%		
Grant Funds City of IB		\$384.00				
Ticket Sales		\$906.00				
Raffle Sales		\$37.00				
Grants (Port for Taste of IB)	\$1,000.00	\$0.00	-\$1,000.00	-100%		
4 th July Concert Sponsors	\$0.00	\$300.00	\$300.00			
Bizz Buzz	\$500.00	\$0.00	-\$500.00	-100%		
Reconciliation	\$0.00	\$0.00	\$0.00	0%		
Balance Forward	\$39,322.61	\$39,322.61	\$0.00	0%		
Total Income	\$70,322.61	\$67,376.61	-\$2,946.00	-4%		
Expense	Budget	Subset	Actual	Subset Cost	Difference (\$)	%
Administration/Operations	\$15,100.00		\$14,463.50		\$636.50	4%
Banking		\$100.00				
½ Fees to IB CoC		\$13,750.00		\$13,213.50		
08/02/10				\$2,579.00		
11/09/10				\$2,632.50		
01/10/11				\$4,397.00		
04/29/11				\$3,605.00		
Annual Audit		\$1,250.00		\$1,250.00		
Parking Improvements	\$0.00		\$0.00			
Beautification/Special Project	\$12,000.00		\$350.00		\$11,650.00	97%
Paint the Box		\$7,500.00		\$0.00		
Holiday Decorations		\$4,500.00		\$350.00		
Light Up IB Winners				\$350.00		
General Promotions	\$7,100.00		\$1,710.91		\$5,389.09	76%
Taste of IB		\$2,800.00		\$910.91		
City of IB Permits				\$111.00		
Printing				\$199.91		
Raffle Prizes and Supplies				\$500.00		
Music				\$100.00		
Sunset Celebration June		\$700.00		\$300.00		
4 th July Concert		\$1,200.00		\$0.00		
Sunset Celebrations Aug		\$700.00		\$0.00		
Sunset Celebrations Sept		\$700.00		\$0.00		
Music – Christmas Comes to IB		\$500.00		\$0.00		
Music – Beachfront BBQ		\$500.00		\$500.00		
Special Events Promotions/	\$18,950.00		\$13,862.72		\$5,087.28	27%
4 th July Fireworks (actually Firework)		\$10,000.00		\$10,000.00		
4 th July Advertising		\$1,200.00		\$0.00		
Business Exposition		\$2,000.00		\$192.41		
Flyer				\$42.41		
Raffles/Supplies				\$150.00		
Sunset Celebrations Banners		\$250.00				

Attachment A

Business Improvement District

Budget Jul 2010- Jul 2011

Advertising – City of IB Projects	\$3,000.00						
City of IB Banners				\$3,670.31			
Event Promotion	\$1,500.00			\$0.00			
Postage	\$500.00			\$0.00			
Printing & Reproduction	\$500.00			\$0.00			
Reserves/Miscellaneous	\$2,100.00		\$1,665.29			\$434.71	21%
Miscellaneous		\$2,000.00					
City of IB Street Signs				\$1,665.29			
Website		\$100.00		\$0.00			
Total Expenses	\$55,250.00		\$32,052.42			\$23,197.58	42%
Total Expenses							\$32,052.42
Cash Reserves Carried Over							\$35,324.19
Total							\$67,376.61
Notes:							
	1. Port Grant for Taste of IB did not arrive until Jul 2011 – will be reported in 2011-2012 report.						
	2. Advertising for Taste of IB 2010-2011 will be reported on 2011-2012 report.						
	Bill did not come in before Jul 2011.						
	3. Sunset Celebrations for July, August, and September were paid by the Chamber of Commerce in 2010. The events in 2011 will be reported in the 2011-2012 budget.						
	4. Paint the Box Program was put on hold while the committee researches appropriate paints and painters for the project.						
	5. Advertising for the 4 th of July and 4 th of July Concert will be reported in the 2011-2012 budget.						
	6. Expenses for the Christmas Comes to IB music were all funded by the Chamber of Commerce.						

Attachment B

Business Improvement District

Budget Jul 2011 - Jun 2012

Income		Budget	
BID Fees		\$27,500.00	
Taste of IB		\$2,000.00	
Taste of IB 2010-2011 Grant Money from Port		\$1,000.00	
Total Income		\$30,500.00	
Cash Reserves Carried Over from Jun 2010- Jul 2011		\$35,349.19	
Total Income Plus Cash Reserves		\$65,849.19	
Budgeted Expense		Budget	Subset Cost
Administration/Operations		\$15,100.00	
	Banking		\$100.00
	½ Fees to IB CoC		\$13,750.00
	Annual Audit		\$1,250.00
Parking Improvements		\$0.00	
Beautification/Special Projects		\$13,500.00	
	Paint the Box		\$7,500.00
	Holiday Decorations		\$1,000.00
	Banners		\$5,000.00
General Promotions		\$7,766.00	
	Taste of IB 2012		\$2,800.00
	Taste of IB Advertising 2011		\$566.00
	Sunset Celebration June 2012		\$500.00
	4 th July Concert 2011		\$1,900.00
	Sunset Celebrations Aug 2011		\$500.00
	Sunset Celebrations Sept 2011		\$500.00
	Sound – Christmas Comes to IB		\$500.00
	Music – Beachfront BBQ		\$500.00
Special Events Promotions/Advertising		\$17,950.00	
	4 th July Fireworks (actually Fireworks) 2012		\$10,000.00
	4 th July Advertising 2011		\$1,200.00
	Business Exposition		\$1,250.00
	Advertising – City of IB Projects		\$3,000.00
	Event Promotion		\$1,500.00
	Postage		\$500.00
	Printing & Reproduction		\$500.00
Reserves/Miscellaneous		\$2,100.00	
	Miscellaneous		\$2,000.00
	Website		\$100.00
Budgeted Total Expenses		\$56,416.00	
Budgeted Cash Reserves to Be carried over		\$9,433.19	
Total Budgeted		\$65,849.19	

RESOLUTION NO. 2011-7096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FISCAL YEAR 2010/2011 IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT REPORT AND LEVYING THE FISCAL YEAR 2011/2012 ANNUAL ASSESSMENT FOR THE DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989

WHEREAS, by Ordinance No. 96-907, adopted by the Imperial Beach City Council on January 2, 1997, the "Imperial Beach Business Improvement District" (the "District") was formed, pursuant to the provisions of the Parking and Business Improvement Area Law of 1989, codified as California Streets and Highways Code Section 36500 et seq. (the "Law"); and

WHEREAS, the Advisory Board for the District has caused a report to be prepared and said report is on file with the City Clerk; and

WHEREAS, the City Council considered said report from the advisory board at a meeting on September 7, 2011; and

WHEREAS, the City Council adopted Resolution No. 2011-7075 at a meeting on September 7, 2011, approving the Report of the BID and setting a public hearing for October 5, 2011, to receive public testimony and to levy the assessments for Fiscal Year 2011/2012.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AS FOLLOWS:

Section 1. The City Council gives final approval to the 2010/2011 Fiscal Year Report of the BID Advisory Board and declares its intention to levy and collect Fiscal Year 2011/2012 assessments within the Imperial Beach Business Improvement District as set forth in **Section 2.**

Section 2. The area included in the District includes the Imperial Beach business community within the following address ranges:

Sub-District #1/Highway 75 – Palm Avenue

<u>STREET</u>	<u>ADDRESS SERIES</u>
1. 7 th Street	600-800
2. Delaware	600-800
3. 9 th Street	600-800
4. 10 th Street	600-800
5. 11 th Street	450-500
6. 12 th Street	500-800
7. 13 th Street	500-810
8. Emory Street	600-800
9. N. Emory Street	600-700
10. Florence Street	500-600
11. Florida Street	500-600
12. Highway 75	500-1360
13. Palm Avenue	700-1360

Sub-District #2/Old Palm Avenue

<u>STREET</u>	<u>ADDRESS SERIES</u>
1. Palm Avenue	200-699
2. 3 rd Street	500-700

Sub-District #3/Seacoast Drive

<u>STREET</u>	<u>ADDRESS SERIES</u>
1. Seacoast Drive	600-1099
2. Palm Avenue	000-200
3. Dahlia Avenue	000-200
4. Donax Avenue	000-200
5. Daisy Avenue	000-200
6. Date Avenue	000-200
7. Elm Avenue	000-200
8. Evergreen Avenue	000-200
9. Elder Avenue	000-200
10. Elkwood Avenue	000-200
11. Ebony Avenue	000-200
12. Imperial Beach Boulevard	000-200

Sub-District #4/13th Street Business Corridor

<u>STREET</u>	<u>ADDRESS SERIES</u>
1. Imperial Beach Boulevard	1000-1400
2. 9 th Street	801-1100
3. 13 th Street	801-1100
4. Emory Street	801-1100

Sub-District #5/Bayside Businesses

<u>STREET</u>	<u>ADDRESS SERIES</u>
1. Cherry Avenue	700-1100
2. Boulevard Avenue	700-1300
3. Basswood Avenue	700-1000

The assessments for the BID in Fiscal Year 2011/2012 are as follows and remain the same as first established in Ordinance No. 96-907:

Zone 1 – Highway 75/Palm Avenue, Old Palm Avenue, and Seacoast Drive

Zone 2 – 13th Street Business Corridor and around Imperial Beach Boulevard and side streets and Bayside Businesses

<u>Category</u>	<u>Zone 1</u>	<u>Zone 2</u>
1. Financial/Entertainment	\$600	\$600
2. General Retail	\$120	\$100
3. Service and Professional	\$100	\$85
4. Industrial/Manufacturing	\$85	\$65

Section 3. The report of the advisory board is on file with the City Clerk. Said report contains a full and detailed description of the improvements and activities provided and those to be provided in the 2011/2012 Fiscal Year.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 5th day of October 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL AND CHAIR AND MEMBERS OF THE HOUSING AUTHORITY

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 5, 2011
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR *GW*
JIM NAKAGAWA, AICP, CITY PLANNER
TYLER FOLTZ, ASSOCIATE PLANNER *TF*

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SUBJECT: PUBLIC HEARING: HITZKE CONSULTING (APPLICANT)/AMERICAN LEGION POST, BARBARA JACOBS (PROPERTY OWNER); ADMINISTRATIVE COASTAL PERMIT (ACP 110016), CONDITIONAL USE PERMIT (CUP 110017), DESIGN REVIEW (DRC 110018), SITE PLAN REVIEW (110019), AND TENTATIVE PARCEL MAP (TPM 110020) FOR THE DEMOLITION OF A SINGLE FAMILY RESIDENCE, 6 ATTACHED RESIDENTIAL UNITS, AND AMERICAN LEGION POST, AND CONSTRUCTION OF A NEW MIXED-USE PROJECT THAT WOULD PROVIDE 30 RESIDENTIAL UNITS (29 AFFORDABLE UNITS, 1 MANAGER UNIT) AND 3,600 SQUARE FOOT AMERICAN LEGION POST AT 1252 1268 PALM AVENUE AND 655 FLORENCE STREET (APNS 626-242-09-00, 626-242-23-00, 626-242-24-00). MF 1072.

PROJECT DESCRIPTION/BACKGROUND:

This is an application (Master File 1072) for an Administrative Coastal Permit (110016), Conditional Use Permit (CUP 110017), Design Review Case (DRC 110018), Site Plan Review (SPR 110019), and Tentative Parcel Map (TPM 110020) for the redevelopment of an existing American Legion Post and single-family residence located at 1252 and 1268 Palm Avenue and 655 Florence Street (APN 626-242-09-00, 626-242-23-00, 626-242-24-00). The redevelopment will include the demolition of a single family



WEST BUILDING ELEVATION



SOUTH BUILDING ELEVATION

residence, six attached residential units, and American Legion Post, and construction of a new mixed-use project that will provide 30 residential units (29 affordable units, 1 manager unit) and a 3,600 square foot American Legion Post. The property is designated C-1 (General Commercial) on the Zoning Map.

PROJECT EVALUATION/DISCUSSION:

The project site includes three separate lots that will be subdivided into two ground lots and two air space lots that front along Palm Avenue and Florence Street. The four-story project proposes a 3,600 square foot American Legion veteran organization lounge, bar, kitchen, and patio on the ground floor on the southeast portion of the site, and 30 residential dwelling units (29 affordable units, and one manager unit) that will locate above the first floor on the southern portion of the site and on the ground floor on the northern portion of the site. Parking for 49 vehicles will be accommodated within an at-grade parking lot surrounding the building on the northern and eastern portions of the site.

The properties to the north, south, east, and west are located in the C-1 Zone; however, residential uses currently occupy the properties to the north and west. An AT&T utility building occupies the property to the east, and a car repair business occupies the property to the west along Palm Avenue.

The proposed project design will contribute positively in making an architectural statement along this commercial corridor, as many of the existing buildings in the area are older structures. It is staff's opinion that the proposed design does conform to the intent and purpose of the design standards outlined in Imperial Beach Municipal Code (IBMC) Section 19.83.010 and in the City's General Plan. The applicant's design provides varied rooflines and architectural relief through the incorporation of building pop-outs. In addition, the project will provide architectural interest on all elevations with varied building



materials such as corrugated siding, stucco in alternate colors, stained wood siding/fascia, welded wire trellising, and decorative steel.

Landscaping will be provided along the north and south property lines and will also be provided within the parking areas, courtyard, and public right-of-way. The proposed landscaping will include shrubs and groundcover along the northern property line, and vines will be provided that will cover a six-foot high screening wall proposed for this area. Shrubs will be located in front of the building along Palm Avenue, and vines will be provided to cover green walls with a wire trellising system on the south, west, and east facades. Various trees will be provided in the parking lot and courtyard. In addition, the applicant proposes to provide Mexican Fan Palms in the Palm Avenue right-of-way and Gold Medallion, Eastern Redbud, Chinese Flame, and Southern Magnolia trees in the Florence Street right-of-way. All landscaping will be required to be drought tolerant (xeriscape).

Vehicular ingress and egress for the project site will occur via one curb cut on Florence Street and from the alley on the east side of the property. One existing curb cut on Palm Avenue will be removed. There will be 18 parking spaces provided for the commercial space and Legion Hall and 31 spaces provided for the residential units.

The building itself will provide pedestrian access to the commercial space from Florence Street and from the parking areas. Pedestrian access to the residential units will be provided from Florence Street and also from the parking area. The proposed building will locate on the south and west property lines and oriented towards Palm Avenue and Florence Street, providing optimal pedestrian access.

General Plan/ Zoning Consistency

The proposed development is subject to C-1 (General Commercial) zoning requirements. The purpose of the C-1 Zone is to provide areas for business to meet the local demand for commercial goods and services. It is intended that the dominant type of commercial activity in the C-1 Zone will be community and neighborhood serving retail and office uses (IBMC 19.26.010). Veteran organizations and affordable housing developments may be allowed in the C-1 Zone with the approval of a Conditional Use Permit (IBMC 19.26.020.B and IBMC 19.67.020). A Reciprocal Easement Agreement will need to be approved by the City to ensure mapping, zoning, and building code requirements are met.

Standards	Provided
There are no front, side and rear yard setbacks in the C-1 zone (Section 19.26.040)	The primary structure maintains a 40 foot setback from the north property line, 28 foot setback from the east property line, and 0 setback on the south and west property lines.
Minimum lot size of 3,000 square-feet (Section 19.26.050)	The project proposes two ground lots (7,400 square feet and 17,250 square feet), and two air lots (5,881 square feet and 6,098 square feet).

<p>Minimum street frontage of 30 feet (Section 19.26.060).</p>	<p>The northern ground lot provides a frontage of 50 feet on Florence Street. The southern ground lot provides a frontage of 115 feet on Florence Street and 150 feet on palm Avenue.</p>
<p>One residential unit per 1,000 square feet of lot area (Section 19.26.020).</p>	<p>The 24,750 square foot lot will allow for 24 residential units. IBMC 19.65.030 allows for a 25% density bonus for affordable housing. The density bonus will allow for a total of 30 residential units, which is what is being proposed.</p>
<p>Maximum building height of four stories or 40 feet (Section 19.26.070)</p>	<p>40 feet. The elevator roof structure will extend 4 feet above the height limit (44 feet height overall), which may be allowed per IBMC 19.40.020.A - Building Height Exceptions.</p>
<p>Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (Section 19.50.040).</p>	<p>Total landscaping = 3,480 square-feet (14%). Though 15% landscaping is required, the applicant is requesting a 7% administrative adjustment, which may be provided per IBMC 19.84.150, Administrative Adjustments.</p>
<p>Required parking spaces for veteran organizations: one space for each one hundred square feet of net floor area, plus one space per two employees minimum (IBMC 19.48.050.H).</p> <p>Minimum parking standards for affordable housing developments are not specifically discussed in the Imperial Beach Municipal Code.</p>	<p>18 parking spaces are being provided for the American Legion component of the project. The project provides 2,448 square feet of net floor area for the veteran organization, which will require 25 parking spaces (2,448/100 = 24, plus one employee space). The applicant is requesting a deviation from the commercial parking requirements as an incentive for the project.</p> <p>California Government Code Section 65915p allows for a parking ratio of one parking space for units with zero to one bedrooms, and two parking spaces for units of two to three bedrooms. The project proposes 29 one-bedroom units, and one two-bedroom unit, which will require 31 parking spaces for the residential units. 31 parking spaces are proposed for the residential units.</p>

Density Bonus and Incentives

Affordable housing projects are allowed to request density bonuses for housing developments that consist of five or more units, and also may be granted deviations from required provisions of a local zoning ordinance as incentives as provided by California Government Code Section 65915.

Density Bonus: Imperial Beach Municipal Code 19.26.020 allows for a maximum of one residential unit per 1,000 square feet of lot area. The project proposes 24,750 square feet of ground lot area, which allows for 24 residential units. IBMC 19.65.030 allows for a 25% density bonus for affordable housing projects. The density bonus will allow for a total of 30 residential units, which is what is being proposed (29 affordable residential units and one manager unit). California Government Code Section 65915 allows up to a 35% density bonus depending upon the percentages of low income, very low income, or moderate income units being proposed.

California Government Code Provision: California Government Code Section 65915p requires that cities shall not require a vehicular parking ratio exceed one parking space for units with zero to one bedrooms, and two parking spaces for units of two to three bedrooms for affordable housing projects. The project proposes 29 one-bedroom units, and one two-bedroom unit, which requires 31 parking spaces for the residential units. Thirty-one (31) of the 49 proposed parking spaces will be provided for the residential units. This provision is specifically required in California Government Code Section 65915p and will not be considered an additional incentive or concession provided by the City.

Incentive (1): Per IBMC 19.48.050.H, veteran organizations require one parking space for each one hundred square feet of net floor area, plus one space per two employees. The proposed net floor area for the veteran organization is 2,448 square feet, and the organization will have one employee at each shift, which typically requires a total of 25 parking spaces. The project is proposing 18 parking spaces for the American Legion portion of the project, and the applicant is requesting a reduction of the parking requirement by 7 parking spaces as an incentive for the affordable housing project, which may be allowed pursuant to California Government Code Section 65915. Eighteen (18) of the 49 parking spaces will be provided for the American Legion veteran organization.

Incentive (2): IBMC 19.26.020.20 requires that residential dwelling units in the C-1 Zone locate above the first floor. The project proposes three residential units on the ground floor, which will locate within the northern portion of the building. The applicant is requesting that residential use be allowed on the ground floor as an additional incentive for the project, which may be allowed pursuant to California Government Code Section 65915.

Incentive (3): IBMC 19.26.060 requires that every new lot create in the C-1 Zone shall have a minimum width along a street of thirty feet. The project proposes two ground lots that meet this requirement, and two air lots that will not meet this requirement because the lots will be above grade and not adjacent to the street. The applicant is requesting that the air lots be allowed as an incentive for the project which may be allowed pursuant to California Government Code Section 65915.

Storm Water/Landscaping/Open Space

The 24,750 square foot site requires 3,713 square feet of landscaping to meet the 15% on-site landscaping requirement. The project proposes 3,480 square feet of landscaping, which totals 14% of on-site landscaping (a 7% deviation). The applicant is requesting an administrative adjustment for the landscaping requirements, as provided for in IBMC 19.84.15, which allows for an adjustment of up to 10% of any development standard listed in the Municipal Code, excluding density, parking and height requirements. Staff recommends approval of the administrative adjustment because the project is proposing to effectively utilize landscaping for both aesthetics and stormwater control.

Per IBMC 19.50.030.B, there shall be a five-foot-wide landscape area between any parking area and any public street right-of-way. The project proposes no less than 7 feet of landscaping between the parking area and the public right-of-way. In addition, in accordance with IBMC 19.50.030.C, all portions of the property not being used for buildings, parking, walkways, loading or storage areas are proposed to be landscaped.

The City requires new development to conform to the state water quality/urban runoff requirements. This is a priority project subject to SUSMP regulations because the parking lot surpasses 5,000 square feet, and provides more than fifteen parking spaces. The applicant has submitted the required report and the City Engineer has determined that the project is in substantial compliance with all requirements. The plans provide drainage patterns that demonstrate storm water will be directed to landscaped areas (bioswales) or to filters before it is discharged into the city’s storm drain system.

Imperial Beach Municipal Code 19.50.010 requires that every residential development shall provide a minimum of 300 square feet of usable open space per dwelling unit with minimum dimensions of 10 feet in every direction, which may also include patios with minimum dimensions of 6’ x 10’. Because the project is providing a mixed-use development in a commercial zone, it is staff’s recommendation that the project be considered a mixed-use rather than residential development where these open space requirements would not apply. Additionally, the project proposes private patios for each residential unit with a minimum dimension of approximately 4’ x 8’ and 5’ x 10’. Staff believes this satisfies the open space requirement.

Surrounding Land Use and Zoning

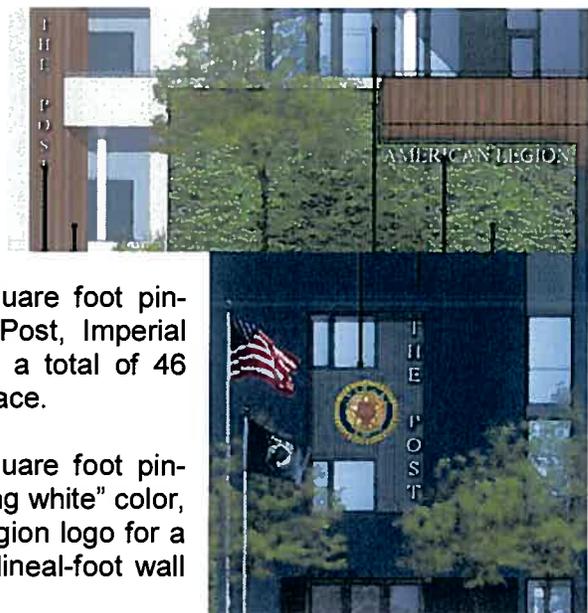
	Surrounding Zoning	Surrounding Land Use
North	C-1	Residential
South	C-1	Commercial
East	C-1	Commercial
West	C-1	Commercial/Residential

Signage

Building signs for the commercial portion of the project are proposed for the east, south, and west facades. IBMC 19.52 allows one square foot of signage per one lineal foot of wall face.

West: The west elevation will provide a 17.9 square foot pin-mounted sign that will read “The Post” in “cascading white” color, and a 28.1 square foot pin-mounted sign that will read “American Legion Post, Imperial Beach, Post 820” in “cascading white color” for a total of 46 square feet of signage for the 121 lineal-foot wall face.

East: The east elevation will provide a 22.5 square foot pin-mounted sign that will read “The Post” in “cascading white” color, and a 12.6 square foot pin-mounted American Legion logo for a total of 35.1 square feet of signage for the 108 lineal-foot wall face.



South: The south elevation will provide a 93.7 square foot pin-mounted sign that will read "American Legion Post, Imperial Beach, Post 820" in "cascading white" color, and a 12.6 square foot pin-mounted American Legion logo for a total of 106.3 square feet of signage for the 128 lineal-foot wall face.



The proposed signs meet the requirements of the Imperial Beach Municipal Code and General Plan.

ENVIRONMENTAL IMPACT:

This project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 as a Class 32 project (In-Fill Development Projects).

COASTAL JURISDICTION:

This project is located in the coastal zone as defined by the California Coastal Act of 1976. The City Council public hearing will serve as the required coastal permit hearing and the City Council will consider the findings under the California Coastal Act. Pursuant to the City of Imperial Beach Zoning Ordinance Section 19.87.050, review of the proposal will consider whether the proposed development satisfies the required findings prior to the approval and issuance of a Coastal Development Permit. The project is not located in the Appeal Jurisdiction of the California Coastal Commission as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map and, as such, is not appealable to the California Coastal Commission under Section 30603(a) of the California Public Resources Code.

FISCAL ANALYSIS:

The applicant has deposited \$10,500.00 in Project Account Number (110016) to fund the processing of this application.

DESIGN REVIEW BOARD (DRB) RECOMMENDATION:

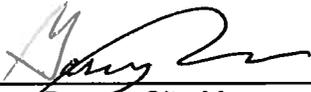
At the Design Review Board meeting of July 21, 2011, the Board recommended approval of the project with a vote of 4-0 (1 absent).

DEPARTMENT RECOMMENDATION:

1. Consider public testimony at the advertised public hearing.
2. Consider adoption of Resolution No. 2011-7098, approving Administrative Coastal Permit (110016), Conditional Use Permit (CUP 110017), Design Review Case (DRC 110018), Site Plan Review (SPR 110019), and Tentative Parcel Map (TPM 110020) which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution 2011-7098
 2. Plans
 3. Color renderings
- c: File MF 1072
Hitzke Development Corporation, 251 Autumn Drive, Suite 100, San Marcos, CA 92069
American Legion Imperial Beach, Post 820, 1268 Palm Avenue, Imperial Beach, CA
91932
Barbara Jacobs, 655 Florence Street, Imperial Beach, CA 91932
Greg Wade, Community Development Director
Jim Nakagawa, City Planner
Hank Levien, Public Works Director
Rafael Adame, Building Official
Jacque Hald, City Clerk
Diana Lilly, California Coastal Commission

Return to Agenda

RESOLUTION NO. 2011-7098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING ADMINISTRATIVE COASTAL PERMIT (110016), CONDITIONAL USE PERMIT (CUP 110017), DESIGN REVIEW CASE (DRC 110018), SITE PLAN REVIEW (SPR 110019), AND TENTATIVE PARCEL MAP (TPM 110020) FOR THE REDEVELOPMENT OF AN EXISTING AMERICAN LEGION POST AND SINGLE-FAMILY RESIDENCE LOCATED AT 1252 AND 1268 PALM AVENUE AND 655 FLORENCE STREET (APN 626-242-09-00, 626-242-23-00, 626-242-24-00), AND DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT AND NEW AMERICAN LEGION POST IN THE C-1 (GENERAL COMMERCIAL) ZONE. MF 1072.

WHEREAS, on October 5, 2011, the City Council of the City of Imperial Beach held a duly advertised and noticed public hearing to consider the merits of approving or denying an application for an Administrative Coastal Permit (110016), Conditional Use Permit (CUP 110017), Design Review Case (DRC 110018), Site Plan Review (SPR 110019), and Tentative Parcel Map (TPM 110020) for the redevelopment of an existing American Legion Post and single-family residence located at 1252 and 1268 Palm Avenue and 655 Florence Street (APN 626-242-09-00, 626-242-23-00, 626-242-24-00). The redevelopment will include the demolition of a single family residence, six attached residential units, and American Legion Post, and construction of a new mixed-use project that will provide 30 residential units (29 affordable units, 1 manager unit) and a 3,600 square foot American Legion Post. The property is designated C-1 (General Commercial) on the Zoning Map on a site legally described as follows:

Parcel A: APN 626-242-09

The east 50 feet of Lots 15 to 19, inclusive, of Block 20, excepting the southerly 10 feet of said Lot 19, of South San Diego, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 133, filed in the Office of the County Recorder of San Diego County, July 5, 1887.

Parcel B: 626-242-24

Lots 15 to 19 inclusive in Block 20 of South San Diego, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 133, filed in the Office of the County Recorder of San Diego County, July 5, 1887.

Together with that portion of the easterly 10 feet of Florence Street adjoining said lots on the west as closed and vacated by the City Council of the City of Imperial Beach, by Resolution No. 1439, on September 17, 1968 and recorded as File No. 193034, in the Office of the County Recorder of San Diego County on November 4, 1968 of Official Records.

Excepting therefrom the easterly 50 feet of said Lots 15, 16, 17, 18, and 19.

Also excepting therefrom the southerly 10 feet of said Lot 19.

Parcel B1:

An easement and right of way for the installation, construction, operating, maintenance and repair of a sewer pipe line over the northerly 6 feet of the easterly 50 feet of Lot 15 in Block 20 of South San Diego, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 133, filed in the Office of the County Recorder of San Diego County, July 5, 1887, as said easement is described in deed to W.H. Greenwell, et ux, recorded December 29, 1954 in Book 5478, Page 318 of Official Records.

Parcel C: APN 626-242-23

Lots 13 and 14 in Block 20 of South San Diego, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 133, filed in the Office of the County Recorder of San Diego, July 5, 1887.

Together with that portion of the easterly 10 feet of Florence Street, vacated and closed to public use by Resolution Number 1439 of City Council of the City of Imperial Beach, recorded as File No. 1439 on November 4, 1968 as File No. 193024 of Official Records; and

WHEREAS, the City of Imperial Beach hereby grants a density bonus for applicant's housing development that proposes 96% of the units to be affordable pursuant to Government Code Section 65915 subject to the applicant and owners of the Property entering into density bonus agreement with the City pursuant to Chapter 19.65 of the Imperial Beach Municipal Code; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), it was determined that the project is categorically exempt from the requirements of the CEQA as a Class 32 project pursuant to CEQA Guidelines Section 15332 (In-Fill Development Projects); and

WHEREAS, the City Council further offers the following findings in support of its decision to conditionally approve the project:

ADMINISTRATIVE COASTAL PERMIT:

- 1. The proposed development conforms to the certified local coastal plan including coastal land use policies.**

The General Plan/Local Coastal Plan designates the site as General Commercial (C-1 Zone), providing for the development of veteran organizations and affordable housing projects. The project site is located in a non-appealable coastal zone and complies with the land use designation of the General Plan/Local Coastal Plan.

- 2. The proposed development meets the minimum criteria set forth in the City of Imperial Beach Zoning Ordinance, the City's Minimum Landscape Planting and Irrigation Standards, and the City's Design Guidelines, as applicable.**

The project complies with the setback requirements, landscaping requirements and building height limitation specified in the Zoning Ordinance.

- 3. This project complies with the California Environmental Quality Act.**

This project is categorically exempted from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article 19 Section 15332 (In-fill Projects). The City has prepared a Categorical Exemption per the CEQA requirements for this project and the Notice of Exemption will be filed with the County Clerk in compliance with CEQA.

- 4. Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, of the Coastal Development Project have been satisfied.**

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on

September 22, 2011, and a public hearing notice was published in the South County Eagle & Times newspaper on September 22, 2011.

CONDITIONAL USE PERMIT:

5. **That the proposed use is necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood or community;**

The proposed mixed-use building will provide a veteran organization building (American Legion) and affordable residential units. The use is necessary and desirable as it will provide a community-based service to the entire community.

6. **That the use will not, under the circumstances of the particular use, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;**

The proposed use will not be detrimental to the public, as there will be no hazardous materials, fumes, or operations at the facility, nor will there be any noxious odors, loud noises, or excessive traffic generated at the site. The proposed use is compatible with other uses in the neighborhood and would function in a low intensity manner. The parking impacts would be mitigated with the provision of parking spaces in the parking lot provided off of Florence Street and the alley.

7. **That the proposed use will comply with the regulations and conditions specified in this title for the use and for other permitted uses in the same zone; and**

The C-1 (General Commercial) Zone allows for veteran organizations and affordable housing projects subject to the approval of a conditional use permit. The proposed project is consistent with the zoning for this area and will comply with all of the regulations and conditions for these uses.

8. **That the granting of the conditional use permit will be in harmony with the purpose and intent of the zoning code, the adopted General Plan and the adopted Local Coastal Program**

The C-1 (General Commercial) Zone allows for veteran organizations and affordable housing projects subject to the approval of a conditional use permit. The proposed project is in compliance with the General Plan and Local Coastal program and is in harmony with the purpose and intent of the zoning code.

DESIGN REVIEW/SITE PLAN REVIEW:

9. **The proposed use does not have any detrimental effect upon the general health, safety and convenience of persons residing or working in the neighborhood, or is not detrimental or injurious to the value of the property and improvements in the neighborhood.**

The proposed mixed-use project will provide a veteran organization commercial use and affordable housing residential uses and would provide services to residents of the City of Imperial Beach. The project would not have a detrimental effect on the general health, welfare, safety and convenience of persons residing or working in the neighborhood because it is consistent with the development standards and zoning designation of the site. The development would not be injurious to the value of the property and improvements in the neighborhood because the proposed building represents an improvement of the existing conditions of the lot. This could improve property values and stimulate growth in the area.

10. The proposed use does not adversely affect the General Plan or the Local Coastal Plan.

The General Plan/Local Coastal Plan designates the site as General Commercial (C-1 Zone), providing for the development of veteran organizations and affordable housing projects. The project site is located in a non-appealable coastal zone and complies with the land use designation of the General Plan/Local Coastal Plan.

11. The proposed use is compatible with other existing and proposed uses in the neighborhood.

The site is bordered by commercially zoned properties. The development is compatible with the surrounding uses in the neighborhood.

12. The location, site layout and design of the proposed use orients the proposed structures to streets, driveways, sunlight, wind and other adjacent structures and uses in a harmonious manner.

The proposed building will locate on the south and west property lines and oriented towards Palm Avenue and Florence Street, providing optimal access and is compatible with the surrounding structures and uses in the neighborhood.

13. The combination and relationship of one proposed use to another on the site is properly integrated.

The mixed-use building proposes commercial and residential uses that are properly integrated. The design style and the choice of building materials properly integrate the building with surrounding uses.

14. Access to and parking for the proposed use does not create any undue traffic problem.

Vehicular ingress and egress for the project site will occur via one curb cut on Florence Street and from the alley on the east side of the property, and one existing curb cut on Palm Avenue will be removed. The ingress and egress for the project should not create undue traffic problems.

15. All other applicable provisions of the Zoning Code are complied with.

The project is consistent with the General Plan and the Zoning development standards for the site. Because the project is an affordable housing project, it is being granted deviations from required provisions of a local zoning ordinance as incentives as provided by California Government Code Section 65915.

16. Any other considerations as the Community Development Department deem necessary to preserve the health, safety and convenience of the City in general.

Standard and applicable conditions of approval have been included with the Resolution to further ensure that the health, safety, welfare, and convenience of the City in general is preserved.

17. Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, have been satisfied.

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on September 22, 2011, and a public hearing notice was published in the South County Eagle & Times newspaper on September 22, 2011.

ADMINISTRATIVE SIGN PERMIT:

- 18. The proposed project is consistent with the Design Element of the General Plan.**

The proposed pin-mounted wall signs relate to the design and color of the building and are consistent with the Design Element and General Plan.

- 19. The proposed project is consistent with Chapter 19.52 of the City of Imperial Beach Municipal Code, entitled "Signs".**

The purpose of the sign regulations is to encourage the effective use of signs as a means of communication in the City and to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth. One square foot of signage is allowed for every lineal foot of wall face. The project proposes 46 square feet of signage for a 121 lineal foot wall face on the west elevation, 35.1 square feet of signage for the 108 lineal foot wall face on the east elevation, and 106.3 square feet of signage for the 128 lineal foot wall face on the south elevation. The proposed signs are consistent with Chapter 19.52 of the City of Imperial beach Municipal Code.

- 20. The proposed project will not have a detrimental effect upon the general health, welfare, safety or convenience of persons residing or working in the neighborhood, and will not be detrimental or injurious to the value of property and improvements in the neighborhood.**

The proposed signs will not adversely impact adjacent businesses because the signage does not exceed the allowance limits provided for commercial uses.

TENTATIVE MAP FINDINGS:

- 21. The proposed tentative tract map is consistent with the General Plan/Local Coastal Plan.**

The proposed subdivision for two ground lots and two airspace lots is consistent with the General Plan and zoning designation (C-1 General Commercial Zone) because the new lots exceed the minimum lot size requirements (two ground lots at 7,400 square feet and 17,250 square feet, and two air lots at 5,881 square feet and 6,098 square feet) and will receive deviations from required provisions of the local zoning ordinance as an incentive as provided by California Government Code Section 65915. For the purposes of this subdivision, "airspace lots" are defined as a division of the space above or below a lot, or partially above and below a lot, having finite width, length, and upper and lower elevations, occupied by a building or portion thereof. An airspace lot shall have access to appropriate public rights-of-way by means of one or more easements. Legal agreements recorded with the subdivision define how the lots and uses will function once individual components are sold. An airspace lot shall be identified on a final map or a parcel map recorded in the office of the County Recorder with a separate and distinct number or letter.

- 22. The design or improvement of the proposed subdivision is consistent with the General Plan/Local Coastal Plan.**

The General Plan/Local Coastal Plan designates the site as General Commercial (C-1 Zone), providing for the development of veteran organizations and affordable housing projects. The project site is located in a non-appealable coastal zone and complies with the land use designation of the General Plan/Local Coastal Plan.

23. The site is physically suitable for the type of development.

The subject site is relatively flat and the proposed grading and drainage for the development of the mixed-use project has been reviewed so that no adverse impacts would occur.

24. The design of the subdivision will not cause substantial environmental damage or substantial and avoidable injury to fish or wildlife, or their habitat.

The project involves new construction in a developed urban area that will not affect fish or wildlife habitat.

25. The design of the subdivision will not cause serious public health problems.

The development will be served by municipal water and sewer service and would not result in public health problems.

26. The design of the subdivision will not conflict with any easement of record.

A design of the subdivision will not conflict with any easement of record.

27. All requirements of the California Environmental Quality Act (CEQA) have been fulfilled.

The project is exempt from the requirements of the CEQA under CEQA Guidelines Section 15332 (In-Fill Development Projects).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the above-listed findings and recitals are true and correct and are incorporated by reference; and

BE IT FURTHER RESOLVED by the City Council of the City of Imperial Beach that Administrative Coastal Permit (110016), Conditional Use Permit (CUP 110017), Design Review Case (DRC 110018), Site Plan Review (SPR 110019), and Tentative Parcel Map (TPM 110020) for the redevelopment of an existing American Legion Post and single-family residence located at 1252 and 1268 Palm Avenue and 655 Florence Street (APN 626-242-09-00, 626-242-23-00, 626-242-24-00) in the C-1 (General Commercial) Zone, to include the construction of a new mixed-use project that will provide 30 residential units (29 affordable units, 1 manager unit) and a 3,600 square foot American Legion Post, are hereby approved subject to the following:

CONDITIONS OF APPROVAL:

A. PLANNING:

1. The site shall be developed in accordance with the plans dated September 21, 2011, on file at the Community Development Department, or as otherwise amended and approved, and the conditions contained herein.
2. All drainage must be in compliance with approved Major Stormwater Management Plan and Drainage Study dated September 21, 2011, on file at the Community Development Department, or as otherwise amended and approved.
3. For the purposes of this subdivision, "airspace lots" are defined as a division of the space above or below a lot, or partially above and below a lot, having finite width, length, and upper and lower elevations, occupied by a building or portion thereof. An airspace lot shall have access to appropriate public rights-of-way by means of one or more easements. Legal agreements recorded with the subdivision define how the lots and uses will function once individual components are sold. An airspace lot shall be

identified on a final map or a parcel map recorded in the office of the County Recorder with a separate and distinct number or letter.

4. All owners shall sign a Reciprocal Easement Agreement that will provide for access through and among all subdivided ground and air lots and shall provide for pedestrian and vehicular access to all common and parking areas. This legal agreement shall be recorded with the County Recorder and is subject to prior approval by the City.
5. Prior to issuance of the final Certificate(s) of Occupancy the applicant shall obtain approval of the Reciprocal Easement Agreement and the Final Map. The Final Map shall include a graphic representation of the lots within the subdivision along with corresponding legal descriptions for each lot. The submittal shall represent the lots on horizontal and vertical planes.
6. Approval of the Administrative Coastal Permit (110016), Conditional Use Permit (CUP 110017), Design Review Case (DRC 110018), Site Plan Review (SPR 110019), and Tentative Parcel Map (TPM 110020) is valid for three years from the date of final action by the City Council to expire October 5, 2014, unless vested with substantial construction pursuant to an approved building permit. Approvals of the Administrative Coastal Permit (110016), Conditional Use Permit (CUP 110017), Design Review Case (DRC 110018), and Site Plan Review (SPR 110019) shall run coterminous with the tentative parcel map.
7. Applicant shall provide an updated Title Report dated within 60 days of the Final Map submittal.
8. All building permits required for the project must be obtained from the Imperial Beach Building Department.
9. Signage shall comply with Section 19.52.080 of the Imperial Beach Municipal Code (IBMC).
10. Per Section 19.48.150 of the IBMC, parking areas that abut properties zoned for residential uses shall be separated from such property by a solid fence, wall or building six feet in height; provided, that in the required front yard the fence or wall shall not exceed four feet in height.
11. The projections above the forty-foot height limit allowed for mechanical equipment, stairwells, and elevator housing shall not be used for storage or converted to any habitable use.
12. All landscaped areas shall be maintained in a healthy condition, free from weeds, trash, and debris.
13. Drought tolerant landscaping shall be required and shall be subject to staff approval.
14. All improvements proposed within the public right-of-way including paving, street trees, irrigation shall be subject to submittal of public improvement drawings (D-Sheets) and a Temporary Encroachment Permit (TEP) application to the City of Imperial Beach for review and approval by the Community Development Department and Public Works Department.
15. Residential units (particularly those facing south) shall incorporate noise attenuation methods and materials including the use of double-pane windows.
16. A permanent irrigation system shall be installed to serve all landscaped areas.

17. An encroachment permit from the City and/or CALTRANS shall be required for all improvements within the public right-of-way.
18. The applicant or applicant's representative shall read, understand, and accept the conditions listed herein and shall, within 30 days, return a signed statement to the Community Development Department accepting said conditions.
19. The applicant shall pay off any deficits in his project account (110016) prior to building permit issuance and prior to final inspection.
20. The applicant/Developer/property owner shall sign a binding agreement with the City which sets forth the conditions and guidelines to be met in the implementation of the density bonus law requirements pursuant to Imperial Beach Municipal Code Chapter 19.65. The agreement will also establish specific compliance standards and remedies available to the City upon failure by the developer/property owner to make units accessible to intended residents. To ensure compliance, the City shall require security in an amount and in a form acceptable to the city manager, city attorney, and the community development department. This condition must be fulfilled prior to issuance of any building permits.

B. BUILDING:

PRE-CONSTRUCTION/DESIGN:

21. PRE-CONSTRUCTION CONFERENCE - prior to issuance of a building permit or commencement of any site work a pre-construction conference shall be held at a time and location agreed upon by the City and applicant for the purpose of review and approval of construction procedures. The City will be represented by departments having conditions of approval on the project. Attendance shall be mandatory for the building owner and/or developer, designer of record and construction staff:
 - a. Building Owner/Developer or authorized representative approved by Building Official.
 - b. Project Design Professional of record (Architect, Engineer, Designer, etc.).
 - c. Contractor of record and responsible Project Manager
 - d. Fire Sprinkler Contractor of record
 - e. Attendance of other sub-contractors is voluntary

Pre-construction meeting shall be required a maximum of two weeks after permit issuance or two weeks before issuance.

22. A legal agreement or instrument must be properly recorded between the property owners and the City of Imperial Beach to insure that creation of air lots parcels will comply with all laws, including addressing Current Building Code Requirements to the satisfaction of the Building Official. Approval of the agreement/ instrument shall rest in the sole discretion of the City. This agreement/instrument would allow for the creation and continued use of a building designed per the current Building Codes provided that all the proper fire and life safety requirements for a building located on one property with property lines within parts of the building are met to the full satisfaction of the City. This agreement must provide reciprocal easements as needed to insure compliance with the current Building Code requirements including, but not limited to, fire separations, egress and ingress requirements, disabled access, sub-adjacent support, ventilation, utilities, parking, emergency access and other matters as required by the City Building Official. The agreement/instrument must also require proper maintenance of all systems as approved under the current Building Code. This agreement/instrument must prohibit any

changes/additions/alterations to the Buildings /Properties without review and approval by the City. This recorded legal agreement/instrument must ultimately provide notice to all current or prospective owners of the Building Code requirements for this project.

All Building Code, Fire Code and other legal compliance requirements shall also be set forth in a set of covenants, conditions and restrictions (CC&Rs) to be reviewed and approved by the City.

DURING CONSTRUCTION:

23. **BUILDING CODES** – Improvements (including, but not limited to, new framing, electrical, mechanical, plumbing) shall obtain all required building permits (including Building, Plumbing, Mechanical, Grading etc.) for this project. All construction and design shall comply with the most recent adopted City and State Building Codes. January 1, 2011 the new California Building Code became effective, along with City amendments:
 - a. 2010 California Building Code
 - b. 2010 California Green Building Code
 - c. 2010 California Electrical Code
 - d. 2010 California Mechanical Code
 - e. 2010 California Plumbing Code
 - f. California Energy Code
 - g. 2010 California Fire Code
24. **FOOD SERVICE FACILITIES AND PUBLIC POOLS AND SPAS** - All projects including food service or public pools or spas shall be checked and approved by the County Health Department prior to issuance of a building permit.
25. **HOURS OF CONSTRUCTION** - No work for which a building permit is required shall be performed within the hours of 7:00 P.M. - 7:00 A.M. Monday - Friday, nor prior to 8:00 A.M. or after 5:00 P.M. on Saturday. Construction work on Sundays must be approved by the City.

POST CONSTRUCTION:

26. Prior to issuance of the Certificate of Occupancy, the project designers including civil, structural, and geotechnical engineers shall provide statements of compliance attesting that they have reviewed the completed project and that it was constructed in conformance with their recommendations and plans.

C. PUBLIC WORKS:

27. Ensure that the hot water tank P.T. discharge pipe is piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order R9-2007-0001.
28. Any roof drain that does not go through a bioswale must include an inline downspout filter before discharging to an impermeable surface. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order R9-2007-0001.
29. Install landscape-watering system to tree planters in the right-of-way per I.B.M.C. 19.50.040.F.
30. Require the building foundation elevation be at least 1 foot above gutter line to minimize flooding during storm conditions. An alternate methods and design request may be

applied for demonstrating adequate drainage flow away from the building and adequately conveying water from the site.

31. Irrigation system installed must use a combination of bubblers and/or drip (netafim). Sprinkler heads are not to be used in landscape areas.
32. Reconstruct pedestrian access ramp on southwest corner of Florence Street and SR-75 to be in compliance with San Diego Regional Standard Drawings G-27 (Curb Ramp, Type A), G-30 and G-32, with truncated domes at the base of ramp.
33. Remove existing curb cuts on Florence Street and SR-75, and replace with new curb, gutter and ADA sidewalk in accordance with Regional Standard Drawings G2 and G7.
34. The minimum continuous and unobstructed clear width of a pedestrian access route on sidewalk shall be 4-feet. The existing fire hydrant located on the southwest corner of Florence Street and SR-75 may need to be relocated to accommodate this requirement.
35. Construct ADA compliant driveway approach per San Diego County Regional Standard Drawing G-14A (Concrete Driveway - Contiguous Sidewalk). Concrete shall be a minimum of 6-inches in thickness. Curb & Gutter shall be removed and replaced per San Diego County Regional Standard drawing G-2. The curb & Gutter shall be poured separately from the driveway approach and sidewalk.
36. If it is necessary to cut into the alley pavement as part of this project, all concrete cuts in the alley must be replaced with #4 rebar dowels positioned every 1 foot on center. Concrete specification must be 560-C-3250. Concrete cuts must also comply with item 7 above and cuts parallel to the alley drainage must be at least 1-foot from the alley drain line.
37. For alley, sidewalk or curb & gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 in that, the "Area to be removed [must be] 5' or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5-feet. Where the distance from "Area to be removed", to existing joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge or score mark.
38. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or CALTRANS Traffic Control Manual.
39. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in the street trench. Asphalt shall be AR4000 ½ mix (hot).
40. For any project that proposes work within the City's public right-of-way (i.e., driveway removal/construction, sidewalk removal/construction, street or alley demolition/reconstruction, landscaping and irrigation, fences, walls within the public right-of-way, etc.), a Temporary Encroachment Permit (TEP) shall be applied for and approved either prior to or concurrent with issuance of the building permit required for the project. Application for a Temporary Encroachment Permit shall be made on forms available at the Community Development Department Counter.
41. Construct trash/refuse enclosure and a recycling enclosure to comply with IBMC 19.74.090. Trash and recycling enclosures are to be enclosed by a 6'-0" high masonry wall and locking gate. The minimum size trash/refuse enclosure shall be 6'-0" by 9'-0"

and the minimum recycling enclosure shall be 4'-0" by 8'-0". The enclosure doors/gates must not be designed to swing into the adjacent alley.

42. Any disposal/transportation of solid waste / construction waste in roll off containers must be contracted through the City's waste removal and recycling provider unless the hauling capability exists integral to the prime contractor performing the work.
43. Existing parcel impervious surfaces shall not increase beyond the current impervious services as a post-conversion condition in order to maximize the water runoff infiltration area on the parcel in compliance with Municipal Storm Water Permit – Order R9-2007-0001. All landscape areas, including grass and mulch areas, must be improved to consist of at least 12-inches of loamy soil or as required in the soils report (whichever provides the greater infiltration potential) in order to maximize the water absorption during wet weather condition and minimize irrigation runoff.
44. Install survey monuments on the northwest, southwest, and southeast property lines in or adjacent to the sidewalk. Record same with county office of records.
45. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
46. Applicant must provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and / or Conditional Use Permit. Agreement is provided through the Community Development Department
47. Property owner must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant BMP practices shall include but are not limited to:
 - Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.
 - All recyclable construction waste must be properly recycled and not disposed in the landfill.
 - Water used on site must be prevented from entering the storm drain conveyance system (i.e. streets, gutters, alley, storm drain ditches, storm drain pipes).
 - All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
 - Erosion control - All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system.
48. Applicant shall underground all utilities in accordance with I.B.M.C. 13.08.030 - Subdivisions – Undergrounding Required (All privately owned public utility distribution systems and service facilities with the boundaries of any subdivision shall henceforth be placed underground.) and 13.08.040 Subdivision – Responsibility of subdivider to underground – Exempted facilities.

- a. The subdivider shall be responsible for the requirements of this chapter and shall make the necessary arrangements with each of the public utility companies for the installation of underground facilities and the relocation of existing facilities. The subdivider shall provide the city with letters signed by said public utilities indicating that such arrangements have been made with the public utilities companies stipulating that the undergrounding of utilities facilities will be accomplished concurrent with the filing of the final map of any subdivision as required by this code and the state Subdivision Map Act and subject to the approval of the City....”

D. PUBLIC SAFETY

49. Project shall be in compliance with the California Fire Code (CFC) 2010 edition or CFC in effect at time of permit issuance and the most current National Fire Protection Association (NFPA) Standards.

Appeal Process under the California Code of Civil Procedure (CCP): The time within which judicial review of a City Council decision must be sought is governed by Section 1094.6 of the CCP. A right to appeal a City Council decision is governed by CCP Section 1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

PROTEST PROVISION: The 90-day period in which any party may file a protest, pursuant to Government Code Section 66020, of the fees, dedications or exactions imposed on this development project begins on the date of the final decision.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 5th day of October 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

10-05-11 City Council Meeting Agenda

Item 5.2

[Attachment #2 \(Click here to view\)](#)

KEY NOTES - COLOR SITE PLAN/
 ROOF PLAN

- 1 AMERICAN LEGION ENTRY
- 2 STAIRS
- 3 MEMBER'S PATIO
- 4 PARKING AREA PER PLAN
- 5 ELEVATOR
- 6 LANDSCAPING PER PLAN
- 7 RESIDENTIAL ENTRY
- 8 REFUSE & RE-CYCLING AREA PER PLAN



SITE PLAN



The Post

Affordable housing and facilities for the American Legion Post 820
 1252 & 1268 Palm Avenue, Imperial Beach, CA 91932

1ST SUBMITTAL	6.16.11
2ND SUBMITTAL	8.29.11
3RD SUBMITTAL	9.21.11

PROJECT # 1007



SITE PLAN

COLOR 1

THE REGIONAL AND GRAPHIC EXPRESSIONS DISPLAYED WITH THIS WORK ARE COPYRIGHTED UNDER THE LAWS OF THE UNITED STATES, TITLE 17, U.S. CODE. UNDER SECTION 106 OF THE COPYRIGHT ACT, THE ARCHITECT SHALL MAINTAIN THE EXCLUSIVE RIGHT OF REPRODUCTION, DISPLAY OR ANY DERIVATION OF THIS WORK.



WEST BUILDING ELEVATION



SOUTH BUILDING ELEVATION



KEY NOTES - COLOR ELEVATIONS

- A** STUCCO FELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: MIDNIGHT HAZE
- B** STUCCO FELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: HAMILTON BLUE
- C** STUCCO FELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: REDWOOD CITY
- D** STUCCO FELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: FOGGY DAY
- E** FLAT KYNAR COATED METAL PANELING AND STOREFRONT
COLOR: RHINOCEROS
- F** SOUTHWEST VINYL WINDOWS WITH MIKRON COLOR COATING
COLOR: SIERRA
- G** STEEL KYNAR COATED BOX BEAM CORRUGATED SIDING
COLOR: RHINOCEROS
- H** PAINTED STEEL SUPPORT COULMS AND DECORATIVE STEEL
COLOR: CASCADING WHITE
- J** SMOOTH CEMENTITIOUS VERTICAL SIDING AND ROOF FASCIAS
COLOR: CHESTNUT
- K** STUCCO FELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: RHINOCEROS
- M** 3-DIMENSIONAL PLANTED SCREEN WALL
COLOR: MATTE WRINKLE GREEN
- N** PIN-MOUNTED SIGNAGE
COLOR: CASCADING WHITE

Architect
FOUNDATION OF FORM
 ARCHITECTURE
 407 7th Street, Suite 200 San Diego, CA 92101
 phone: 619.594.0066

Developer
Hitzke Development Corporation
 281 Autumn Drive | Suite 100 | San Marcos, CA 92069

The Post

Affordable housing and facilities for the American Legion Post 820
 1252 & 1268 Palm Avenue, Imperial Beach, CA 91932

1ST SUBMITTAL	6.16.11
2ND SUBMITTAL	8.29.11
3RD SUBMITTAL	9.21.11

PROJECT # 1007



BUILDING ELEVATIONS

COLOR 2

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EAST BUILDING ELEVATION



NORTH BUILDING ELEVATION



KEY NOTES - COLOR ELEVATIONS

- A** STUCCO FIELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: MIDNIGHT HAZE
- B** STUCCO FIELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: HAMILTON BLUE
- C** STUCCO FIELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: REDWOOD CITY
- D** STUCCO FIELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: FOGGY DAY
- E** FLAT KYMAR COATED METAL PANELING AND STOREFRONT
COLOR: RHINOCEROS
- F** SOUTHWEST VINYL WINDOWS WITH MKRON COLOR COATING
COLOR: SIERRA
- G** STEEL KYMAR COATED BOX BEAM CORRUGATED SIDING
COLOR: RHINOCEROS
- H** PAINTED STEEL SUPPORT COULMS AND DECORATIVE STEEL
COLOR: CASCADING WHITE
- J** SMOOTH CEMENTITIOUS VERTICAL SIDING AND ROOF FASCIAS
COLOR: CHESTNUT
- K** STUCCO FIELD COLOR - OMEGA ACRYLIC STUCCO
TEXTURE: SEMI-SMOOTH
COLOR: RHINOCEROS
- M** 3-DIMENSIONAL PLANTED SCREEN WALL
COLOR: MATTE WRINKLE GREEN
- N** PIN-MOUNTED SIGNAGE
COLOR: CASCADING WHITE

Architect
FOUNDATION OF FORM ARCHITECTURE
400 7th Street, Suite 200 | San Marcos, CA 92069

Developer
Hitzke Development Corporation
281 Autumn Drive | Suite 100 | San Marcos, CA 92069

The Post

Affordable housing and facilities for the American Legion Post 820
1252 & 1268 Palm Avenue, Imperial Beach, CA 91932

1ST SUBMITTAL	6.16.11
2ND SUBMITTAL	8.29.11
3RD SUBMITTAL	9.21.11

PROJECT # 1007



BUILDING ELEVATIONS

COLOR 3



STAFF REPORT CITY OF IMPERIAL BEACH

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

MEETING DATE: OCTOBER 5, 2011
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*
DAVID GARCIAS, CODE COMPLIANCE OFFICER *DG*

SUBJECT: NUISANCE ABATEMENT – ADOPTION OF RESOLUTION NO. 2011-7097 FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 741 HICKORY COURT IS APPROPRIATE AND AUTHORIZING STAFF TO CONTINUE TO MONITOR THE PROPERTY FOR COMPLIANCE WITH THE IMPERIAL BEACH MUNICIPAL CODE, AND TO RECORD A NOTICE OF VIOLATION WITH THE OFFICE OF THE COUNTY RECORDER.

BACKGROUND:

The property at 741 Hickory Court has been the subject of an ongoing Code Compliance Case since March 17, 2010 when staff received two citizen complaints regarding property conditions. The violations of the following sections of the Imperial Beach Municipal Code were identified on the property:

1. **IBMC 1.16.010.U.** "Visual Blight".
2. **IBMC 1.16.010.R.** Property maintenance constituting a public nuisance (roof in disrepair).
3. **IBMC 8.44.020.** Inoperable or abandon vehicles may not be stored on property.

Despite repeated notices and the issuance of Administrative Citations (beginning May 13, 2010 through May 9, 2011), there was no response from the property owner and no abatement of the violations.

On May 9, 2011, staff posted and served the property owner with a notice to eliminate substandard and public nuisance conditions on the property by May 18, 2011. The owner was notified by mail that a public hearing was scheduled for the same date.

On May 18, 2011, at the City Council meeting, the Council voted to continue the public hearing to the June 15, 2011, City Council meeting and to temporarily suspend the accrual of civil penalties.

On June 15, 2011, at the City Council meeting, the City Council voted to continue the public hearing to October 5, 2011, to allow the owner additional time to correct the violations.

DISCUSSION:

On September 26, 2011, staff conducted a drive-by inspection and observed that the roof has not been repaired and continues to be covered by a blue tarp, and that the inoperable vehicle in the driveway is covered by a shredded unsightly car cover. Staff also noted that there is a trash bag in the driveway. These violations are continued from March 2010.

On September 27, 2011, staff contacted the property owner, Miguel Del Rosal. Mr. Del Rosal advised staff that his wife has been patching sections of the roof. Staff left a message for Donna Musick-Del Rosal, but at the time of this staff report she had not returned staff's call.

By the time of the October 5, 2011, City Council Meeting staff may have additional items to report.

FISCAL ANALYSIS:

Pursuant to IBMC 1.12.020 accrual of civil penalties at \$50.00 per day per violation from May 9, 2011 to May 18, 2011, accrued as follows:

1. May 9, 2011 to May 18, 2011 – 9 days (3 violations) @ \$50.00 per day per violation = **\$1,350.00**

DEPARTMENT RECOMMENDATION:

As an alternative, staff is recommending a modified enforcement by recording a Notice of Violation with the office of the County Recorder, and allowing the property owner time to correct the violations when they are financially able to. Staff will monitor the property for compliance. When the violations are corrected staff shall remove the recorded Notice of Violation. Staff is further recommending the civil penalties that have accrued not be assessed.

Staff Recommends the Mayor and City Council:

1. Declare the public hearing open, and receive the report.
2. Entertain any objections or protests.
3. Close the Public Hearing.
4. Consider adopting Resolution No. 2011-7097 finding and declaring the notice and order to eliminate substandard and public nuisance condition(s) is appropriate and authorizing staff to monitor the property for compliance with the Imperial Beach Municipal Code, and to record a Notice of Violation with the office of the County Recorder.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Draft Resolution No. 2011-7097

RESOLUTION NO. 2011-7097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 741 HICKORY COURT IS APPROPRIATE AND DIRECTING STAFF TO CONTINUE TO MONITOR THE PROPERTY FOR COMPLIANCE WITH THE IMPERIAL BEACH MUNICIPAL CODE, AND TO RECORD A NOTICE OF VIOLATION WITH THE OFFICE OF THE COUNTY RECORDER

WHEREAS, The property at 741 Hickory Court has been the subject of an ongoing Code Compliance Case since March 17, 2010 when staff received two citizen complaints regarding property conditions. The violations of the following sections of the Imperial Beach Municipal Code were identified on the property:

1. **IBMC 1.16.010.U.** "Visual Blight".
2. **IBMC 1.16.010.R.** Property maintenance constituting a public nuisance (roof in disrepair).
3. **IBMC 8.44.020.** Inoperable or abandon vehicles may not be stored on property; and

WHEREAS, On May 9, 2011, staff posted and served the property owner with a notice to eliminate substandard and public nuisance conditions on the property by May 18, 2011. The owner was notified by mail that a public hearing was scheduled for the same date; and

WHEREAS, On May 18, 2011, at the City Council meeting, the Council voted to continue the public hearing to the June 15, 2011, City Council meeting and to temporarily suspend the accrual of civil penalties; and

WHEREAS, On June 15, 2011, at the City Council meeting, the City Council voted to continue the public hearing to October 5, 2011, to allow the owner additional time to correct the violations; and

WHEREAS, On September 26, 2011, staff conducted a drive-by inspection and observed that the roof has not been repaired and continues to be covered by a blue tarp, and that the inoperable vehicle in the driveway is covered by a shredded unsightly car cover. Staff also noted that there is a trash bag in the driveway. These violations are continued from March 2010; and

WHEREAS, On September 27, 2011, staff contacted property owner. Miguel Del Rosal, Mr. Del Rosal, advised staff that his wife has been patching sections of the roof. Staff left a message for Donna Musick-Del Rosal, but at the time of this staff report she had not returned staff's call; and

WHEREAS, testimony was presented to the City Council at the public hearing on October 5, 2011 regarding conditions at 741 Hickory Court; and

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

SECTION 1: The foregoing recitals are true and correct, and the City Council hereby concurs with the Finding and Declaring the Notice and Order to Eliminate Substandard and Public Nuisance Condition(s) is appropriate.

SECTION 2: The City Council authorizes staff to continue to monitor the property for compliance with the sections of the Imperial Beach Municipal Code, and to record a Notice of Violation with the office of the County Recorder.

SECTION 3: The City Manager may cause a copy or copies of this Resolution to be conspicuously posted, as the City Manager may deem necessary.

SECTION 4: The City Clerk is hereby directed to:

1. Mail a copy or copies of this Resolution, by first class mail, to the owner(s) of the above-described property as shown in the last equalized assessment roll;
2. Inform the property owner, by copy of this Resolution, that the time within which judicial review of this decision must be sought is governed by §1094.6 of the California Code of Civil Procedure. The property owner's right to appeal this decision is governed by California Code of Civil Procedure §1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 5th day of October 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

Jacqueline M. Hald

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2011-7097 – A Resolution of the City Council of the City of Imperial Beach, California, FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 741 HICKORY COURT IS APPROPRIATE AND DIRECTING STAFF TO CONTINUE TO MONITOR THE PROPERTY FOR COMPLIANCE WITH THE IMPERIAL BEACH MUNICIPAL CODE, AND TO RECORD A NOTICE OF VIOLATION WITH THE OFFICE OF THE COUNTY RECORDER.

CITY CLERK

DATE



STAFF REPORT CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 5, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*
DAVID GARCIAS, CODE COMPLIANCE OFFICER *DG*

SUBJECT: ADOPTION OF RESOLUTION NO. 2011-7091 FOR THE ABATEMENT OF SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S) AT 1257 EAST LANE

BACKGROUND:

Between 1997 and 2011, staff has received numerous citizen complaints reporting violations of the Imperial Beach Municipal Code at 1257 East Lane. The property was the subject of Nuisance Abatement proceedings before the City Council in 1999, 2009, 2010, and 2011.

Most recently, on July 21, 2010, the City Council adopted Resolution No. 2010-6919 directing staff to seek legal action to either compel the property owner to clean up the property at 1257 East Lane, or to obtain an abatement warrant to cause the abatement to be completed by City staff or private contract.

On November 18, 2010, staff obtained an abatement warrant from the Superior Court to allow entry onto the property by City personnel and contractors to abate the violations, and on December 1, 2010, staff executed the abatement warrant to abate the violations.

On March 16, 2011, the City Council adopted resolution No. 2011-7015 assessing One Hundred Forty dollars (\$140.00) in abatement costs, and Six Thousand Four Hundred Eighty-One dollars and ninety-three cents (\$6,481.93) in enforcement expenses.

DISCUSSION:

In September 2011, staff received numerous citizen complaints regarding code violations on the property.

On September 7, 2011, staff conducted an inspection and permit investigation of the property and observed:

- Junk, trash, and debris stored in the yards, garbage, discarded equipment, discarded toilets, appliances, clothing, and furniture, inoperable and dismantled vehicles stored on the property, vehicles parked on the unpaved areas such as grass and dirt, overgrown

weeds and unsightly vegetation, a bed and sofa stored on the sidewalk, and an illegally converted property line plumbing clean out, beside the alleyway, that was converted to an outdoor drain.

- A garage sale being conducted without a garage sale license.
- In 2009, a notice was issued for the installation of a new water heater and shower. Building permit # 09-303 was later issued for the installation of that new water heater and shower. The permit expired December 15, 2009 with no inspections. The construction of the new water heater and shower remains unpermitted.
- The garage conversion is not permitted. In 2007, a permit was issued; permit #07-276, to legalize a garage conversion of the garage facing Grove Avenue. The permit expired on December 18, 2009 due to lack of inspections. The construction of the garage conversion remains unpermitted.
- The 2007, a permit was issued, permit #07-209, for the construction of a front deck. The permit expired on December 18, 2009 due to lack of inspections. The construction of the deck remains unpermitted.

The following sections of the Imperial Beach Municipal Code were in violation:

1. **IBMC 1.16.010.U. "Visual Blight".**
2. **IBMC 8.36.040. Solid Waste – Declared Public Nuisance.**
3. **IBMC 8.50.050.K. Vehicles must be parked on a paved roadway or driveway.**
4. **IBMC 8.44.020. Inoperable or abandon vehicles may not be stored on property.**
5. **IBMC 1.16.010.G. Overgrown Vegetation.**
6. **IBMC 8.50.040.D. Hazardous Plumbing.**
7. **IBMC 8.50.040.E. Hazardous Mechanical Equipment.**
8. **IBMC 8.50.040.H. Improper Occupancy.**
9. **IBMC 15.06.010. Building Permits Required.**
10. **IBMC 12.40.010. Displays in the Public Right of Way – Prohibited ***
11. **IBMC 4.06.030. Garage Sales Permits Required ***

On September 7, 2011, staff served the property owner via regular and certified mail a notice to eliminate substandard and public nuisance conditions and initiating the accrual of civil penalties in the amount of \$50.00 per day per violation. However, violation of IBMC 12.40.010 is not accruing civil penalties because the violations were removed from the public right-of-way and violation of IBMC 4.06.030 is not accruing civil penalties because Garage Sales Permits are typically no fee permits. On September 8, 2011, staff posted on the property a copy of the notice to eliminate substandard and public nuisance conditions. The violations were to be corrected by September 22, 2011. The notice also notified the owner of the public hearing scheduled for October 5, 2011.

On September 26, 2011, staff conducted a drive-by inspection and observed the sidewalks were clear and unobstructed. Staff observed the remainder of the violations remain unabated. Staff also observed a "For Sale" sign on the property. Staff contacted the realtor. The realtor advised staff that the bank has recommended a "Short Sale" of the property. The realtor also advised staff that he is going to discuss with the owners possible solutions, such as eviction of the occupants, and abatement of all the violations.

By the time of the October 5, 2011 City Council Meeting staff may have additional items to report.

FISCAL ANALYSIS:

Civil Penalties have accrued pursuant to Imperial Beach Municipal Code section 1.12.020. Accrual of Civil Penalties in the amount of \$50.00 per day per violation is as follows:

1. September 7, 2011 to October 5, 2011 – 28 days (9-violations) @ \$50.00 per day per violation = **\$12,600.00**

An Administrative fee in the amount of \$500.00 for nuisance abatement proceedings has also been assessed pursuant to Imperial Beach Municipal Code Sections 1.16.240.

2. Administrative Fee: **\$500.00**

	Civil Penalties:	\$12,600.00
	<u>Administrative Costs:</u>	+ 500.00
Total administrative fees and civil penalties:		\$13,100.00

DEPARTMENT RECOMMENDATION:

Staff is recommending the City Council authorize staff to obtain an inspection warrant to determine conditions inside of the property and to adequately assess long-term abatement options. Staff also recommends considering other legal action to compel the property owner to abate the violations and to obtain another abatement warrant to cause the abatement to be completed by City forces or private contract.

Staff Recommends the Mayor and City Council:

1. Declare the public hearing open, and receive the report.
2. Entertain any objections or protests.
3. Close the Public Hearing.
4. Consider a motion to adopt Resolution No. 2011-7091 finding and declaring that the notice and order to eliminate substandard and public nuisance condition(s), regarding the property at 1257 East Lane is appropriate and assessing a \$500.00 administrative fee for nuisance abatement proceedings and \$12,600.00 in accrued civil penalties, and authorize staff to obtain an inspection warrant to determine conditions inside the property, and seek legal action to either compel the property owner to clean up the property or to obtain an abatement warrant to cause the abatement to be completed by city forces or private contract.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Draft Resolution No. 2011-7091
2. Public Nuisance Notice, dated September 7, 2011
3. Declaration of Service, dated September 8, 2011

cc:

Joseph L. Ender-Palmer
18019 E. Citrus Edge St
Azusa, CA 91702

John Paul Ender-Palmer
1257 East Lane
Imperial Beach, CA 91932

Theodore D. Ender-Palmer
8975 Haveteur Way
San Diego, CA 92123-2316

RESOLUTION NO. 2011-7091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 1257 EAST LANE IS APPROPRIATE AND ASSESSING AN ADMINISTRATIVE FEE FOR NUISANCE ABATEMENT PROCEEDINGS AND CIVIL PENALTIES, AND AUTHORIZE STAFF TO OBTAIN AN INSPECTION WARRANT TO DETERMINE CONDITIONS INSIDE THE PROPERTY, AND SEEK LEGAL ACTION TO EITHER COMPEL THE PROPERTY OWNER TO CLEAN UP THE PROPERTY OR TO OBTAIN AN ABATEMENT WARRANT TO CAUSE THE ABATEMENT TO BE COMPLETED BY CITY FORCES OR PRIVATE CONTRACT

WHEREAS, Between 1997 and 2011, staff has received numerous citizen complaints reporting violations of the Imperial Beach Municipal Code at 1257 East Lane. The property was the subject of Nuisance Abatement proceedings before the City Council in 1999, 2009, 2010, and 2011; and

WHEREAS, Most recently, on July 21, 2010, the City Council adopted Resolution No. 2010-6919 directing staff to seek legal action to either compel the property owner to clean up the property at 1257 East Lane, or to obtain an abatement warrant to cause the abatement to be completed by City staff or private contract; and

WHEREAS, On November 18, 2010, staff obtained an abatement warrant from the Superior Court to allow entry onto the property by City personnel and contractors to abate the violations, and on December 1, 2010, staff executed the abatement warrant to abate the violations; and

WHEREAS, On March 16, 2011, the City Council adopted resolution No. 2011-7015 assessing One Hundred Forty dollars (\$140.00) in abatement costs, and Six Thousand Four Hundred Eighty-One dollars and ninety-three cents (\$6,481.93) in enforcement expenses; and

WHEREAS, In September 2011, staff received numerous citizen complaints regarding code violations on the property; and

WHEREAS, On September 7, 2011, staff conducted an inspection and permit investigation of the property and observed:

- Junk, trash, and debris stored in the yards, garbage, discarded equipment, discarded toilets, appliances, clothing, and furniture, inoperable and dismantled vehicles stored on the property, vehicles parked on the unpaved areas such as grass and dirt, overgrown weeds and unsightly vegetation, a bed and sofa stored on the sidewalk, and an illegally converted property line plumbing clean out, beside the alleyway, that was converted to an outdoor drain.
- A garage sale being conducted without a garage sale license.
- In 2009, a notice was issued for the installation of a new water heater and shower. Building permit # 09-303 was later issued for the installation of that new water heater and shower. The permit expired December 15, 2009 with no inspections. The construction of the new water heater and shower remains unpermitted.
- The garage conversion is not permitted. In 2007, a permit was issued; permit #07-276, to legalize a garage conversion of the garage facing Grove Avenue. The permit expired on December 18, 2009 due to lack of inspections. The construction of the garage conversion remains unpermitted.

- The 2007, a permit was issued, permit #07-209, for the construction of a front deck. The permit expired on December 18, 2009 due to lack of inspections. The construction of the deck remains unpermitted: and

WHEREAS, The following sections of the Imperial Beach Municipal Code were in violation:

1. **IBMC 1.16.010.U. "Visual Blight".**
2. **IBMC 8.36.040. Solid Waste – Declared Public Nuisance.**
3. **IBMC 8.50.050.K. Vehicles must be parked on a paved roadway or driveway.**
4. **IBMC 8.44.020. Inoperable or abandon vehicles may not be stored on property.**
5. **IBMC 1.16.010.G. Overgrown Vegetation.**
6. **IBMC 8.50.040.D. Hazardous Plumbing.**
7. **IBMC 8.50.040.E. Hazardous Mechanical Equipment.**
8. **IBMC 8.50.040.H. Improper Occupancy.**
9. **IBMC 15.06.010. Building Permits Required.**
10. **IBMC 12.40.010. Displays in the Public Right of Way – Prohibited ***
11. **IBMC 4.06.030. Garage Sales Permits Required; and ***

WHEREAS, On September 7, 2011, staff served the property owner via regular and certified mail a notice to eliminate substandard and public nuisance conditions and initiating the accrual of civil penalties in the amount of \$50.00 per day per violation. However, violation of IBMC 12.40.010 is not accruing civil penalties because the violations were removed from the public right-of-way and violation of IBMC 4.06.030 is not accruing civil penalties because Garage Sales Permits are typically no fee permits. On September 8, 2011, staff posted on the property a copy of the notice to eliminate substandard and public nuisance conditions. The violations were to be corrected by September 22, 2011. The notice also notified the owner of the public hearing scheduled for October 5, 2011; and

WHEREAS, On September 26, 2011, staff conducted a drive-by inspection and observed the sidewalks were clear and unobstructed. Staff observed the remainder of the violations remain unabated. Staff also observed a "For Sale" sign on the property. Staff contacted the realtor. The realtor advised staff that the bank has recommended a "Short Sale" of the property. The realtor also advised staff that he is going to discuss with the owners possible solutions, such as eviction of the occupants, and abatement of all the violations; and

WHEREAS, testimony was presented to the City Council at the public hearing on October 5, 2011 regarding conditions at 1257 East Lane; and

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

SECTION 1: The foregoing recitals are true and correct, and the City Council hereby concurs with the Finding and Declaring the Notice and Order to Eliminate Substandard and Public Nuisance Condition(s) is appropriate and assessing an administrative fee and civil penalties.

SECTION 2: The assessment of civil penalties and an administrative fee for nuisance abatement proceedings is approved as follows:

Any work performed by the City shall be done at the expense of the owner and the expense of such abatement shall constitute a lien against the property and a personal obligation of the person(s) causing and creating the substandard and nuisance conditions.

Civil Penalties have accrued pursuant to Imperial Beach Municipal Code section 1.12.020. Accrual of Civil Penalties in the amount of \$50.00 per day per violation is as follows:

1. September 7, 2011 to October 5, 2011 – 28 days (9-violations) @ \$50.00 per day per violation = **\$12,600.00**

An Administrative fee in the amount of \$500.00 for nuisance abatement proceedings has also been assessed pursuant to Imperial Beach Municipal Code Sections 1.16.240.

2. Administrative Fee: **\$500.00**

Civil Penalties:	\$12,600.00
<u>Administrative Costs:</u>	<u>+ 500.00</u>
Total administrative fees and civil penalties:	\$13,100.00

SECTION 3: The Twelve Thousand Six Hundred dollars (\$12,600.00) in current civil penalties, and the Five Hundred dollars (\$500.00) administrative fee are hereby assessed and to be remitted to the City within 30 days of adoption of this Resolution. The total amount of **\$13,100.00** constitutes a special assessment against the lot or parcel of land to which it relates. Upon recording a notice of lien in the office of the county recorder, the cost is a lien on the property for the amount of the assessment. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected and, in case of delinquency, is subject to the same penalties and procedures as provided for ordinary municipal taxes. All laws of the state applicable to the levy, collection, and enforcement of municipal assessments apply. The assessment is also a personal obligation of the property owner.

SECTION 4: The City Council authorize staff to obtain an inspection warrant to determine conditions inside the property, and seek legal action to either compel the property owner to clean up the property or to obtain an abatement warrant to cause the abatement to be completed by city forces or private contract.

SECTION 5: The City Manager may cause a copy or copies of this Resolution to be conspicuously posted, as the City Manager may deem necessary.

SECTION 6: The City Clerk is hereby directed to:

1. Mail a copy or copies of this Resolution, by first class mail, to the owner(s) of the above-described property as shown in the last equalized assessment roll;
2. Inform the property owner, by copy of this Resolution, that the time within which judicial review of this decision must be sought is governed by §1094.6 of the California Code of Civil Procedure. The property owner's right to appeal this decision is governed by California Code of Civil Procedure §1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 5th day of October 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

Jacqueline M. Hald

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2011-7091 – A Resolution of the City Council of the City of Imperial Beach, California, FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 1257 EAST LANE IS APPROPRIATE AND ASSESSING AN ADMINISTRATIVE FEE FOR NUISANCE ABATEMENT PROCEEDINGS AND CIVIL PENALTIES, AND AUTHORIZE STAFF TO OBTAIN AN INSPECTION WARRANT TO DETERMINE CONDITIONS INSIDE THE PROPERTY, AND SEEK LEGAL ACTION TO EITHER COMPEL THE PROPERTY OWNER TO CLEAN UP THE PROPERTY OR TO OBTAIN AN ABATEMENT WARRANT TO CAUSE THE ABATEMENT TO BE COMPLETED BY CITY FORCES OR PRIVATE CONTRACT.

CITY CLERK

DATE

NOTICE TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS

The City Manager has determined that a condition exist which constitutes substandard and public nuisance conditions, pursuant to Chapters 8.44 Nuisance Vehicles, Chapter 1.16 Property Maintenance, Chapter 8.36 Solid Waste, Chapter 8.50 Substandard Buildings and Property, Chapter 15.06 Building Code, and Chapter 12.40 Displays in the Public Right of Way, of the Imperial Beach Municipal Code.

PROPERTY OWNER(S): JOSEPH L. ENDER-PALMER, 18019 E. CITRUS EDGE ST, AZUSA, CA 91702-4628

ASSESSOR'S RECORD(S): Lot (s) 14 & 15, Block 10, as found on Map 1107 – Seaside Point or, Property located at 1257 East Lane, Imperial Beach, CA 91932, also known as Assessor's Parcel No. **632-152-14.**

**ON SEPTEMBER 7, 2011, THE CONDITIONS DETERMINED TO CREATE A SUBSTANDARD AND PUBLIC NUISANCE ARE AS FOLLOWS.
THESE ARE THE VIOLATIONS IDENTIFIED AT 1257 East Lane:**

1. **IBMC 1.16.010.U. "Visual Blight".**
 - Remove all of the stored lumber, junk, trash, or debris; abandoned, discarded, or unused appliances, equipment, vehicles, cans, or containers; excavations; or any device, decoration, design, or unsightly fence, structure, clothesline, or unsightly vegetation from the property and in the front, rear, and side yards.
2. **IBMC 8.36.040. Solid Waste – Declared Public Nuisance.**
 - Remove all of the garbage, discarded equipment, appliances, clothing, and furniture on the property and from the front, rear, and side yards.
3. **IBMC 8.50.050.K. Vehicles must be parked on a paved roadway or driveway.**
 - Remove the Vehicles that are parked on the unpaved surfaces. Vehicles must be parked on a paved roadway or driveway.
4. **IBMC 8.44.020. Inoperable or abandon vehicles may not be stored on property.**
 - Remove all the inoperable, wrecked, and dismantled vehicles from the property and from the front, rear, and side yards.
5. **IBMC 1.16.010.G. Overgrown Vegetation.**
 - Cut down and remove all of the overgrown weeds and unsightly vegetation in the front and side yards.
6. **IBMC 8.50.040.D. Hazardous Plumbing.**
 - Remove the illegally converted property line clean out, beside the alleyway, that was converted to an outdoor drain. The clean out must be restored to a clean out drain, and a clean out drain cap must be installed
7. **IBMC 8.50.040.E. Hazardous Mechanical Equipment.**
 - In 2009, a notice was issued for the installation of a new water heater and shower. A building permit # 09-303 was later issued for the installation of that new water heater and shower. The permit expired December 15, 2009 with no inspections. The construction of the new water heater and shower remains unpermitted. Either obtain a building permit to remove or install the water heater and shower.
8. **IBMC 8.50.040.H. Improper Occupancy.**
 - The garage conversion is not permitted. In 2007, a permit was issued; permit #07-276, to legalize a garage conversion of the garage facing Grove Avenue. The permit expired on December 18, 2009 due to lack of inspections. The construction of the garage conversion remains unpermitted. Either obtain a building permit to convert the garage or restore the garage to a garage.
9. **IBMC 15.06.010. Building Permits Required.**
 - The 2007, a permit was issued, permit #07-209, for the construction of a front deck. The permit expired on December 18, 2009 due to lack of inspections. The construction of the deck remains unpermitted. Either obtain a building permit to construct the front deck or remove the deck and restore the 2nd story windows facing Grove Avenue.

10. IBMC 12.40.010. Displays in the Public Right of Way – Prohibited

- Remove all of the junk, furniture, and garage sale items from the sidewalk and alleyways. These items are partially or fully obstruction the public access to the sidewalks and alleyways.

11. IBMC 4.06.030. Garage Sales Permits Required

- You do not have a garage sale permit to have outdoor sales. Immediately remove the furniture, toilet fixtures, and junk from the yards. You are not permitted to store junk in the yards.

Pursuant to Imperial Beach Municipal Code Chapters 1.12, 1.16, and 8.50, all buildings, structures, properties, or portions thereof which are determined by Authorized personnel to be substandard or unsafe are declared to be unsafe or substandard and are declared to be a public nuisance, and be abated be repair, rehabilitation, demolition, removal or cleaning.

The property located at the 1257 East Lane, Imperial Beach, CA 91932 must be cured of all violations on or before September 22, 2011. The City may also continue Public Nuisance Abatement proceedings against you and your property and will secure payment of such expense by assessment and lien, as provided by Imperial Beach Municipal Code Chapters 1.12, 1.16 and 8.50. Administrative fees of up to \$500.00 may be assessed. In addition to an administrative fee, beginning on the date of this notice, civil penalties of \$50.00 per day per violation will be imposed upon the nuisance property for each day the violations exist.

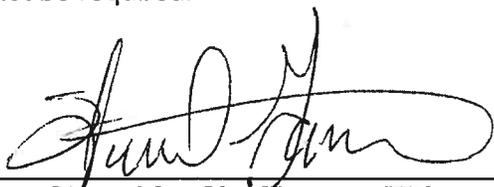
Pursuant to Imperial Beach Municipal Code Chapter 1.16 if a nuisance is not completely abated by the property owner within the designated abatement period, then the City Manager or the City Manager's designee must cause the abatement to be completed by City forces or private contract. The City Manager or the City Manager's designee is expressly authorized to enter the premises on which the nuisance exists for abatement purposes.

The cost for abating a nuisance, as confirmed by the City Council, is a special assessment against the lot or parcel of land to which it relates. Upon recording a notice of lien in the office of the county recorder, the cost is a lien on the property for the amount of the assessment. The assessment will be collected at the same time and in the same manner as ordinary municipal taxes are collected and, in case of delinquency, is subject to the same penalties and procedures as provided for ordinary municipal taxes. All laws of the state applicable to the levy, collection, and enforcement of municipal assessments apply. The assessment is also a personal obligation of the property owner.

The City of Imperial Beach City Council will consider this matter at its hearing on October 5, 2011, 6:00 PM at 825 Imperial Beach Boulevard, at which time the owner(s) of said property may appear and present reason why civil penalties and administrative costs may not be assessed, and why clearing or repair should not be required.

CITY OF IMPERIAL BEACH

Mailed: SEP 7 2011 / Date Posted: 9/8/11
Date Posted: _____

By: _____

Signed for City Manager/Title CITY OF IMPERIAL BEACH
CODE COMPLIANCE DIVISION



City of Imperial Beach, California

COMMUNITY DEVELOPMENT DEPARTMENT - CODE COMPLIANCE DIVISION

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 628-1358/1359 Fax: (619) 424-4093

DECLARATION OF SERVICE

September 8, 2011

I, **DAVID GARCIAS**, hereby certify on penalty of perjury, that on September 7, 2011, at approximately 4:30 pm, Pacific Daylight Time, I served a Notice to Eliminate Substandard and Public Nuisance Conditions to Joseph L. Ender-Palmer, the Property Owner for the Property located at 1257 East Lane (APN. # 632-152-14-00), **Imperial Beach, CA, 91932** in the following manner:

- Personally Served Signed: _____ Refused: _____ Other: _____
- Mailed Regular Mail - 9/7/2011
- Mailed Certified Mail, Return Receipt - 9/7/2011
- Posted at Property - 9/8/2011

In accordance with Chapters 8.50, 1.12, 1.16, and 1.22 of the Imperial Beach Municipal Code.

DAVID GARCIAS
CODE COMPLIANCE OFFICER
CITY OF IMPERIAL BEACH

State of California
County of San Diego ss:

On Sept. 8, 2011 **DAVID GARCIAS**, personally appeared before me, **Jacqueline Hald**, City Clerk, known to me to be the person, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal:

Signature  (Seal)
JACQUELINE M. HALD, CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 5, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT
GREG WADE, DIRECTOR *GW*
ELIZABETH CUMMING, ASSISTANT PROJECT MANAGER *EC*

SUBJECT: ADOPTION OF RESOLUTION NO. 2011-7094 REQUESTING ALLOCATION OF THE FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH THE COUNTY OF SAN DIEGO

BACKGROUND:

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

The Draft Fiscal Year ("FY") 2012-2013 Annual Funding Plan Strategy ("Strategy") was presented to the Board of Supervisors in September 2011. The approval of the Strategy marks the start of the annual CDBG cycle that culminates in the funding of community development projects in FY 2012-2013. The final approval by the Board of Supervisors for submitted projects is expected to take place in May 2012. The HUD funding levels in FY 2012-2013 are still uncertain; therefore the Strategy assumes the same level of funding as 2011-2012 (\$137,000). Adjustments will be made when HUD issues the entitlement figures.

CDBG funded activities are intended to primarily benefit low-income and moderate-income residents of Imperial Beach. The CDBG program activities are expected to improve communities and/or neighborhoods by creating suitable living environments.

At the September 7, 2011, City Council meeting, the proposed projects were discussed and City Council appeared to support the 5th Street and Imperial Beach Boulevard Crosswalk Project to the County of San Diego for FY 2012-2013 CDBG funding cycle.

Council also directed staff to look into the installation of sidewalks on 10th Street from Palm Avenue to Donax Avenue. The County's response to this project was that it would not be eligible

Council also directed staff to look into the installation of sidewalks on 10th Street from Palm Avenue to Donax Avenue. The County's response to this project was that it would not be eligible for funding. However staff's response responded to the 10th Street sidewalk inquiry is that:

- This is a project that is much more than adding a sidewalk as it is a very wide right of way and parkways and driveways play an important part of this street
- Public improvements need to be considered as there is potential for mixed-use development
- This project should be considered for future inclusion in the City's Capital Improvement Program. A conceptual design for the street could be prepared if City funding is available. Traffic calming and pedestrian safety design features might include diagonal parking, medians, landscaping and pedestrian islands.

DISCUSSION:

The intention of this meeting is to hold a public hearing on the potential uses of CDBG funds and to decide on a project or projects to submit to the County of San Diego for funding.

One of the expected outcomes of CDBG activities is to increase and improve the accessibility of public infrastructure and buildings. The 5th Street and Imperial Beach Boulevard crosswalk project will improve the accessibility of the community and enhance pedestrian safety on this heavily traveled City corridor. The improvements in the vicinity of the 5th Street & Imperial Beach Boulevard will have a positive impact on the quality of life for the Imperial Beach community, and will complete a series of pedestrian safety and traffic calming projects constructed on Imperial Beach Boulevard, including the Civic Center Crosswalk and the crosswalk construction at Loudon Lane and Imperial Beach Boulevard.

FISCAL IMPACT:

While the actual amount of CDBG funds will not be determined until the County receives all CDBG funding requests and receives HUD notification of available funds, the estimated FY 2012-20123 CDBG allocation is approximately \$137,000.

DEPARTMENT RECOMMENDATION:

That the City Council:

1. Declare the public hearing open;
2. Receive public comment;
3. Close the public hearing; and
4. Adopt Resolution No. 2011-7094, which
 - approves the submittal of CDBG application for the 5th Street and Imperial Beach Boulevard Crosswalk Project; and
 - authorizes the City Manager to execute the appropriate agreement with the County of San Diego for the use of CDBG funds for the 5th Street and Imperial Beach Boulevard Crosswalk Project.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7094
2. Staff Report from 9/7/2011

RESOLUTION NO. 2011-7094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, REQUESTING ALLOCATION OF THE FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENTS WITH THE COUNTY OF SAN DIEGO

WHEREAS, the City Council of the City of Imperial Beach conducted one public hearing to consider project proposals for the Fiscal Year 2012-2013 Community Development Block Grant ("CDBG") Program; and

WHEREAS, the City Council received testimony from staff and offered the community the opportunity to identify projects that would benefit and enhance the livability of the community; and

WHEREAS, the City Council has recognized that the 5th Street & Imperial Beach Boulevard Crosswalk Project would benefit and improve the accessibility of the community; and

WHEREAS, the improvements to the 5th Street & Imperial Beach Boulevard area will have a direct impact on the quality of life for the Imperial Beach community; and

WHEREAS, the City acknowledges that the improvement of the community's crosswalks enhances safety and improve accessibility to the City of Imperial Beach's residents;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that it desires to utilize its 2012-2013 CDBG funds for the 5th Street and Imperial Beach Crosswalk Project.

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

1. the City Council approves the submittal of CDBG application for the 5th Street and Imperial Beach Boulevard Crosswalk Project;
2. the City Manager is authorized to execute an agreement with the County of San Diego for the use of CDBG funds for 5th Street and Imperial Beach Boulevard Crosswalk Project; and

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 5th day of October 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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

AGENDA ITEM NO. 6.3

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: SEPTEMBER 7, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT
GREG WADE, DIRECTOR
ELIZABETH CUMMING, ASSISTANT PROJECT MANAGER

SUBJECT: PROPOSED PROJECT PROPOSALS FOR THE FISCAL YEAR
2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM

BACKGROUND:

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

The Draft Fiscal Year ("FY") 2012-2013 Annual Funding Plan Strategy ("Strategy") will be presented to the Board of Supervisors in September 2011. The approval of the Strategy marks the start of the annual CDBG cycle that culminates in the funding of community development projects in FY 2012-2013. The final approval by the Board of Supervisors for submitted projects is expected to take place in May 2012. The HUD funding levels in FY 2012-2013 are still uncertain; therefore the Strategy assumes the same level of funding as 2011-2012. Adjustments will be made when HUD issues the entitlement figures.

The purpose of this meeting is to provide comment and directions on the list of projects for consideration for the FY 2012-2013 (CDBG) Program.

DISCUSSION

CDBG funded activities are intended to primarily benefit low-income and moderate-income residents of Imperial Beach. The CDGB program activities are expected to improve communities and/or neighborhoods by creating suitable living environments. One of the expected outcomes of CDGB activities is to increase and improve the accessibility of public infrastructure and buildings. Staff has evaluated different projects for benefits to low-income and moderate-income residents of the community, the viability and timeliness of the proposed projects, and impacts to the livability of the community.

The following are proposed projects:

- Sports Park Restroom Remodel – The remodel of the bathroom at Sports Park Restroom Remodel is an unfunded project in the Capital Improvement Program. The remodel would include the replacement of sanitary fixtures and stalls; the floor and floor drains, faucets, doors, vents, and installation of new roof and downspouts.

The budget for the Sports Park Restroom Remodel is as follows:

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

- Veteran’s Park Restroom Remodel – The remodel of the Veteran’s Park restroom is an unfunded project in the Capital Improvement Program. The remodel would include the replacement of sanitary fixtures and stalls; replacement of the floor and floor drains, replacement of faucets, doors, vents, and install a new roof and downspouts.

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

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

- 5th Street & Imperial Beach Boulevard Crosswalk – Install a median on Imperial Beach Boulevard to provide a safe island for pedestrians while crossing the street, and pop-outs on the east and west corners of 5th Street to provide pedestrians better visibility and safety.

The budget for the 5th Street & Imperial Beach Boulevard Crosswalk is as follows:

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

- Eco-Bikeway Improvement – 5th Street & Palm Avenue Crosswalk – Install a median on Palm Avenue at 5th Street to provide a safe island for pedestrian crossing, and pop-outs on all corners of 5th Street and Palm Avenue and shift bus stop to the west. There will be no landscape in the median.

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

- Eco-Bikeway Improvement – 5th Street & Rainbow Avenue Turn Pockets – Install turn pockets on Palm Avenue at 5th Street and Rainbow intersections to provide safer and more efficient vehicular movements

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

- Traffic Calming Measures & ADA Ramps on Imperial Beach Blvd. at 2nd, 3rd, and/or Connecticut Street Intersections – Install traffic calming measures (pop-outs) and ADA ramps at several intersections to provide safer pedestrian crossings.

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

- Sidewalk Infill, New Curbs & Gutters on Citrus Avenue (300, 400 & 500 blocks), Bonito Avenue and Delaware Street (700 & 800 blocks, east side of street) – Install new sidewalks, curbs and gutters at several street locations to provide safer pedestrian access and better storm water conveyance.

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

- Graffiti Abatement Program – Graffiti would be removed through application of graffiti resistant materials and coatings, power washing, or paint application. This program would continue to be funded should current funding source be eliminated.

<u>Tasks</u>	<u>Estimated Costs</u>
Labor	109,000
Supplies & Material	<u>28,000</u>
TOTAL	\$137,000

All the above proposals meet the requirements to benefit low-income and moderate income residents of the community and would provide positive impacts to the livability of the community. The 5th Street & Imperial Beach Boulevard Crosswalk Pedestrian Safety/Traffic Calming project was awarded CDBG funds in the amount of \$21,094.00 in the fiscal year 2011-2012. This project is currently in the design stage making it a project that could be completed with the additional funding of approximately \$137,000 in the fiscal year 2012-13.

In the past two years the Civic Center Crosswalk and the Loudon Lane Crosswalk projects have been completed on Imperial Beach Boulevard. The Civic Center and Loudon Lane projects have

In the past two years the Civic Center Crosswalk and the Loudon Lane Crosswalk projects have been completed on Imperial Beach Boulevard. The Civic Center and Loudon Lane projects have created greater pedestrian visibility and traffic calming between City Hall and Mar Vista High School. The proposed project at 5th and Imperial Beach Boulevard will be an effective measure to continue traffic calming and pedestrian safety along this heavily impacted corridor. and therefore is highly recommended by staff as the preferred project for FY 2012-13.

FISCAL IMPACT:

While the actual amount of CDBG funds will not be determined until the County receives all CDBG funding requests and receives HUD notification of available funds, the estimated FY 2012-2013 CDBG allocation is approximately \$137,000.

DEPARTMENT RECOMMENDATION:

That the City Council review the list of proposed CDBG projects, provide input and direction on selecting a project. Staff highly recommends that City Council consider the 5th Street and Imperial Beach Boulevard Crosswalk to be the project funded for FY 2012-2013 and that a public hearing be scheduled on October 5, 2011, to consider this recommended project.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

**ATTACHMENT 1: Proposed Project Site for
Community Development Block Grant Proposal FY 2012/2013**





AGENDA ITEM NO. 6.1

**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

FROM: GARY BROWN, CITY MANAGER/EXECUTIVE DIRECTOR

MEETING DATE: OCTOBER 5, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR *GW*

SUBJECT: QUARTERLY UPDATE REPORT ON THE REDEVELOPMENT OF THE SEACOAST INN HOTEL

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.

DISCUSSION:

The last monthly update was provided to the City Council on July 6, 2011. On July 6, 2011, Pacifica provided an update report on the status of the project construction as well as the construction schedule. At that time, the City Council requested that updates on the project be provided quarterly and scheduled the next update for October 5, 2011. City staff is continuing to meet with Pacifica, their general contractor and Project Manager to review issues pertaining to the building permit plans, inspections and construction of the hotel.

At the October 5th City Council meeting, Pacifica will update the City Council on construction activities to date and in the coming months and will specifically discuss the mat slab concrete pour that occurred on September 15, 2011.

FISCAL ANALYSIS:

No fiscal impact with this report.

ENVIRONMENTAL REVIEW

None required with this report.

DEPARTMENT RECOMMENDATION:

That the City Council/Redevelopment Agency receive the update report on the Seacoast Inn project and provide comment and input as necessary.

CITY MANAGER'S RECOMMENDATION

Approve Department recommendation.



Gary Brown, City Manager/Executive Director

Attachments: None.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: OCTOBER 5, 2011
ORIGINATING DEPT.: PUBLIC SAFETY *RB*
SUBJECT: SCHOOL RESOURCE OFFICER CONTRACT WITH
SWEETWATER UNION HIGH SCHOOL DISTRICT

BACKGROUND:

Since 1995, the Sweetwater Union High School District has contracted with the City of Imperial Beach for a School Resource Officer (SRO), which is a Sheriff's Deputy assigned to Mar Vista High School. This position is a full-time Sheriff's deputy, as the Sheriff's Department only staffs whole full-time equivalent (FTE) positions for contract services. The deputy serves for a total of nine months in the SRO position during the school year. The school year is year-round with intermittent two-week breaks. During the breaks, the deputy's duties shift to other juvenile-based investigations, including graffiti identification and control activities.

DISCUSSION:

Historically, the city has paid 100% of the expense for the Sheriff's deputy position during school breaks. The City and District have shared the cost of the position while the deputy is assigned to the SRO role at Mar Vista High School during the school year.

Prior to the 2010/2011 school year, the City and District equally shared the expense of the Sheriff's Deputy during the assignment to the SRO position. In 2009/2010 for instance, the total cost for the SRO related expenses of the deputy was \$160,544 and the city and the district each paid \$80,272.

During the 2010/2011 school year, the District paid \$60,000 for the SRO position. The actual equal share would have been \$78,578. The City therefore subsidized the District share for an additional \$18,578.

Initially, the District indicated that they would only be able to pay \$40,000 for the 2011/2012 school year. This would have added an additional expense of \$41,000 to the City's budget. After the City pursued further negotiations, the District has again agreed to pay \$60,000 for the SRO position. The actual 50% share for a full service SRO would be \$80,927. To address the resulting funding disparity, the City and the District have agreed to prorate the service level to align with the funding level. An

agreement that now calls for the prorated hours of weekly coverage for the SRO position during the school year has been signed by both the District and the City. The balance of the deputy's weekly time will be allocated to staffing vacancies due to vacations, sick leave, and training that are currently being covered by overtime.

During this school year, the overall Sheriff's contract costs will be monitored to ensure that no additional cost is incurred by the City, and adjustments will be made, most likely to the Community Service Officer staffing level, if necessary. Looking toward the 2012/2013 school year, the District has indicated that their fiscal circumstances will potentially be worse, which could result in there being no available funds for the SRO.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact to the City with this action.

DEPARTMENT RECOMMENDATION:

The Public Safety Department recommends that City Council ratify the agreement with the Sweetwater Union High School District for the School Resource Officer position during the 2011/2012 school year, as signed by the City Manager on September 14, 2011.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2010-7095
2. SRO Memorandum of Understanding

RESOLUTION NO. 2011-7095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND THE SWEETWATER UNION HIGH SCHOOL DISTRICT FOR THE PURPOSE OF PROVIDING THE SERVICES OF A SHERIFF'S DEPUTY IN THE ROLE OF THE SCHOOL RESOURCE OFFICER AT MAR VISTA HIGH SCHOOL.

WHEREAS, The parties agree that the safety of the children and staff members of Mar Vista High School are of highest importance; and

WHEREAS, The parties entered into an agreement on September 16, 2011 wherein the City of Imperial Beach agreed to provide, via its contract with the San Diego Sheriff's Office, a Sheriff's Deputy to serve in the role of the School Resource Officer at Mar Vista High School during the 2011/2012 School Year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the Agreement between the City of Imperial Beach and the Sweetwater Union High School District for the provision of a School Resource Officer, as signed by the City Manager is hereby ratified and in effect per the terms of said agreement.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 5th day of October 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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

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

MISSION STATEMENT: It is the mission of the Sweetwater Union High School District in concert with the Imperial Beach Public Safety Department to provide a safe, secure, orderly teaching and learning environment for all students and staff within the Sweetwater Union High School District and the City of Imperial Beach by protecting life and property.

Ensuring the safety of students and staff on school campuses in Imperial Beach is a priority to the school administration and the Sheriff's Department. Campus security will be increased by the presence of a Special Purpose Officer (deployed as a School Resource Officer (SRO) who will interact with the students in both a positive and proactive manner. A Special Purpose Officer on campus will help improve relations between the Sheriff's Department and the youth of the community. As a result, the Sweetwater Union High School District and the Imperial Beach Sheriff's Department agree to undertake the following responsibilities and expectations to achieve these mutual objectives:

A. SCHOOL DISTRICT'S ROLE AND RESPONSIBILITY:

1. Ensure student welfare portal to portal;
2. Develop procedures to handle campus safety issues;
3. Establish and follow procedures for referring School Resource Officer involvement; and
4. Cooperate with and support in a proactive manner with the Imperial Beach Public Safety Department School Resource Officer's efforts to work with students, school personnel, parents and the community

B. SCHOOL RESOURCE OFFICERS' ROLE AND RESPONSIBILITY:

1. To provide prevention/intervention by:
 - a. Providing a highly visible uniform sheriff's deputy presence on the campuses of the Sweetwater Union High School District that are located in Imperial Beach.
 - b. Developing classroom and faculty presentations related to the youth and the law.
 - c. Attending parent conferences/meetings when requested.
 - d. Attending Student Attendance Review Board (S.A.R.B.) meetings.
 - e. Scheduling security activities as needed.
 - f. Being the first response in all law enforcement related matters as they occur during regular school hours.
 - g. Attending various sporting events and school activities as needed for proactive enforcement and interaction.
 - h. Documenting all incidents of crime as per department regulations.

2. To continue to work with:
 - a. Community agencies; and
 - b. Parent/teacher groups as needed throughout the affected schools.
3. To assist investigative personnel of the Imperial Beach Sheriff's Department who are assigned to the various school sites with continuing an ongoing investigation and preliminary investigations of criminal activity within the affected schools.
4. Continue to work with school staff and District personnel in matters of mutual concern such as:
 - a. Education.
 - b. Prevention and intervention in the areas of alcohol and drug use on campus.
 - c. Safety of students and staff on campus.
 - d. Gang-related violence and crime.
 - e. Campus intrusion, and loss and/or damage to property.

C. TIME FRAME

This Memorandum of Understanding shall remain in effect for 12 months commencing July 1, 2011 and ending June 30, 2012. Either party shall have the right to cancel this Memorandum of Understanding upon 90 days advance written notice during the term of this agreement.

D. SPAN OF CONTROL/JURISDICTION

Prevention/education/training/proactive activities will take place at Mar Vista High School and at public meeting places within the respective community as it relates to the Sweetwater Union High School District activities. The officer will remain under the direction and control of the Imperial Beach Sheriff's Department.

E. RESOURCE

Resource and local management will be coordinated at:

Sweetwater Union High School District
Attn: Dianne Russo, Chief Financial Officer
1130 Fifth Avenue
Chula Vista, CA 91911
(619) 585-6265

City of Imperial Beach – Public Safety Department
Attn: Tom Clark, Public Safety Director/Fire Chief
865 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 423-8323

F. COST

One Officer will be funded jointly by the City of Imperial Beach Public Safety Department and the Sweetwater Union High School District.

The Sweetwater Union High School District will contribute to this effort, an amount not to exceed \$60,000.

This Memorandum of Understanding will be effective July 1, 2011. Upon execution of this Memorandum, the Sweetwater Union High School District, upon invoicing, will pay the City of Imperial Beach, the agreed amount of \$60,000 in quarterly installments of \$15,000. If the agreement is canceled as herein permitted, the City shall return forthwith to the District the portion of such payment allocable to the period of the term subsequent to the effective date of cancellation.

The school district will receive 66% of the full-time SRO or 3.75 days which equals 28 hours per week. The remaining time will be utilized by the Imperial Beach Sheriff Department for city related enforcement activities.

This MOU does not include any events outside of the regular school day where additional costs are incurred by the City. All costs for additional SRO or Sheriff Deputy staffing is the exclusive responsibility of SUHSD and will be charged, according to Sheriff's contract costs as specified in the contract for services between the San Diego Sheriff's Department and the City of Imperial Beach.

G. NO INDEPENDENT BASIS FOR LIABILITY

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

SWEETWATER UNION
HIGH SCHOOL DISTRICT

By: *Dianne Russo*
Dianne Russo, Chief Financial Officer

Date: 09/14/11

CITY OF IMPERIAL BEACH

By: *Gary Brown*
Gary Brown, City Manager

Date: 9/16/11



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: OCTOBER 5, 2011
ORIGINATING DEPT.: PUBLIC WORKS *HGB*
SUBJECT: RESOLUTION TO AWARD TRAFFIC ENGINEER SERVICES CONTRACT TO KOA CORPORATION.

BACKGROUND: Over the past twelve years, the City has generally advertised for Traffic Engineer Services as the need for services has occurred. In 1999 City staff advertised for traffic engineer services and in 2000, City Council awarded Katz Okitzu and Associates a contract for miscellaneous traffic engineer services. Katz Oktizu and Associates (now KOA Corporation) served as an expert consultant for routine traffic related issues. For larger design projects, staff generally issued request for qualifications (RFQs) for individual projects. This was very time consuming and sometimes lead to inconsistencies or loss of continuity between City projects. An alternative is to have a consultant under contract for a designated period of time that is available for traffic engineer services across multiple traffic issues, problems or tasks. It is staff's belief that the City would be better served to have an "on-call" traffic engineer to address the needs of the City over the next 3 to 5 years thus creating greater continuity and reduce the time to bring capital projects to construction.

DISCUSSION: Keeping with the above consideration, staff prepared and advertised a RFQ from firms that could perform the following tasks for the City:

- Traffic striping plans
- Signal design, modifications and timing
- Traffic impact studies
- Traffic operations analysis
- Worksite traffic control and operations
- Speed surveys
- Review recent and historical speed studies
- Research and review accident reports and calculate accident rates
- Attend meetings at City Hall or in field
- Presentations at City Council meetings and Public Safety meetings
- Lead neighborhood traffic management meetings
- Circulation Element updates
- Congestion management
- Traffic calming and bicycle facility design
- Traffic Engineering Peer Review
- Miscellaneous traffic safety and / or engineering consulting services as necessary

Ten proposals were received. All ten proposals were independently evaluated and ranked relative to the criteria found in the RFQ by 5 members of City staff. The top three ranked firms

of the five staff members were invited to a formal interview with three City Department Heads. Through this process, it was recommended that KOA Corporation be contracted to provide Traffic Engineering Services for the City on an "as needed" basis to perform the above listed tasks.

Staff has met with KOA Corporation representative and agreed to the terms of the agreement as shown in Attachment 2.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

All expenses to be incurred for Traffic Engineer Services will be included as part of the individual Department O&M budgets approved by City Council, as part of an approved Capital Improvement Program (CIP) budget or as further approved by City Council with an adopted or approved budget. Without a task or project assigned to the Traffic Engineer for services, there would be no expenses. This is an "on call" agreement.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Approve an Agreement with KOA Corporation for Traffic Engineer Services as shown in Attachment 2.
3. Authorize the City Manager to sign the Agreement as shown in Attachment 2.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7092
2. Traffic Engineer Services Agreement – Exhibit A to Resolution No. 2011-7092

RESOLUTION NO. 2011-7092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDING A TRAFFIC ENGINEER SERVICES CONTRACT TO KOA CORPORATION

WHEREAS, over the past twelve years, the City has generally advertised for Traffic Engineer Services as the need for services has occurred; and

WHEREAS, in 1999 City staff advertised for traffic engineer services and in 2000, City Council awarded Katz Okitzu and Associates a contract for miscellaneous traffic engineer services; and

WHEREAS, Katz Oktizu and Associates (now KOA Corporation) served as an expert consultant for routine traffic related issues; and

WHEREAS, for larger design projects, staff generally issued request for qualifications (RFQs) for individual projects; and

WHEREAS, this was very time consuming and sometimes lead to inconsistencies or loss of continuity between City projects; and

WHEREAS, an alternative is to have a consultant under contract for a designated period of time that is available for traffic engineer services across multiple traffic issues, problems or tasks; and

WHEREAS, it is staff's belief that the City would be better served to have an "on-call" traffic engineer to address the needs of the City over the next 3 to 5 years thus creating greater continuity and reduce the time to bring capital projects to construction; and

WHEREAS, keeping with the above consideration, staff prepared a RFQ from firms that could perform the necessary Traffic Engineer Services tasks for the City; and

WHEREAS, through an independent evaluation of the ten proposals received and an interview of the top three firms identified through the independent evaluations it was recommended that KOA Corporation be contracted to provide Traffic Engineering Services for the City on an "as needed" basis; and

WHEREAS, all expenses to be incurred for Traffic Engineer Services will be included as part of the individual Department O&M budgets approved by City Council, as part of an approved Capital Improvement Program (CIP) budget or as further approved by City Council with an adopted or approved budget.

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 agreement with KOA Corporation for Traffic Engineer Services is approved.
3. The City Manager is authorized to sign the agreement with KOA Corporation for Traffic Engineer Services as shown in Exhibit A.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 5th day of October 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES

For
TRAFFIC ENGINEER SERVICES

This Agreement, entered into this _____ day of _____, 2011, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires to hire an Engineer to provide as needed services in traffic engineering; and

WHEREAS, CITY desires to hire the most qualified responsive proposal; and

WHEREAS, CONSULTANT is a(n) Engineering firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

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

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Request for Qualifications/Proposals", attached hereto and made a part hereof. Pursuant to Exhibit A, CONSULTANT scope of services shall include, but not be limited to, providing CITY staff with timely updates on regulations, legislation and grant funding opportunities related to traffic, circulation, transportation and other like matters. Said updates shall occur at regular Traffic Safety Technical Committee meetings between CITY and CONSULTANT or via more frequent telephonic or written communication, depending upon the urgency and importance of the update.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be

furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.

- D. CONSULTANT shall be compensated for work completed, not to exceed _____ for basic services rendered under this Section 2, as more particularly described in Exhibit A. CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.
- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.
- F. On January 1, 2013, and each year on that date thereafter, CONSULTANT hourly billing rate, provided in Attachment "B", shall adjust in an amount not to exceed the All Urban Consumer-San Diego Area Consumer Price Index (CPI). The CPI adjustment shall be based upon the most recent 12 month CPI from July 1 through June 30 of the previous year. If the most recent CPI is negative, there shall be no adjustment. Notwithstanding the foregoing, in no event shall the adjustment exceed five (5) percent.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The Public Works Director, currently H. A. Levien, is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The contract between CONSULTANT and CITY will be terminated upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

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

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

Section 5. CHANGES.

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed by both parties before performance of such services or CITY will not be required

to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

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

Section 7. AUDIT OF RECORDS.

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

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which Agency, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the

CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession.

Section 13. INSURANCE.

CONSULTANT shall maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law. Upon request, CITY shall be provided with satisfactory evidence that premiums have been paid and shall deliver to CITY certificates of insurance and endorsements as to each policy. Each certificate of insurance shall provide that the policy will not be materially altered or cancelled without first giving 10 days written notice to the CITY by certified mail. Coverage shall include appropriate waivers of subrogation as to the City. CONSULTANT agrees to this requirement irrespective of any other similar obligation imposed on others and CONSULTANT agrees to do so in conformity with the requirements set forth herein including those requirements set forth for certificates of insurance.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and sub Contractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

Section 15. INDEMNITY.

To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT, its employees, agents, and subcontractors in the performance of

services under this AGREEMENT. CONSULTANT'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. CONSULTANT'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 16. TERMINATION.

CITY may terminate this Agreement at any time by giving ten (10) days' written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

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

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

Consultant shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If both Parties agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

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

H.A. Levien
Public Works Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

[CONSULTANT INFORMATION]
[CONSULTANT ADDRESS]

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

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Attachments and Exhibits, set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. The following attachments are a part of this Agreement: **Request for Qualifications/Proposal and Proposal dated June 30, 2011**. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

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

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of 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 the Agreement.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" through "B" are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

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

CITY OF IMPERIAL BEACH,
A municipal corporation

CONSULTANT/CONSULTANT:

City Manager

Name/Title of Signatory

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

Public Works Director

Exhibit A – Request for Qualifications/Proposals

See following page

Exhibit B – Billing Rate

See following page

CITY OF IMPERIAL BEACH



REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
CONSULTANT SERVICES
FOR
TRAFFIC ENGINEER SERVICES

Public Works Department
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 424-2214

JUNE 30, 2011

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Attachments:

1. Professional Services Agreement

**CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA
REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
TRAFFIC ENGINEER SERVICES**

NOTICE ADVERTISING FOR QUALIFICATIONS / PROPOSALS

Sealed proposals will be received at the office of the Administrative Services Department, 825 Imperial Beach Boulevard, Imperial Beach, California, up to the hour of **4:00 p.m.**, on the **28th** day of **JULY, 2011** for performing work as follows:

**CITY OF IMPERIAL BEACH
REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
TRAFFIC ENGINEER SERVICES**

The proposal shall be enclosed in a sealed envelope addressed to the City of Imperial Beach, California, or if sent by messenger, shall be delivered to the Administrative Services Department, City Hall, 825 Imperial Beach Boulevard, Imperial Beach, California. **The envelope shall be plainly marked on the upper left hand corner with the name and address of the bidder and bear the words "Proposal For" followed by the name of the item and the date and hour of the bid closing.**

Copies of the RFQ/P may also be acquired (1) from the City's website (www.cityofib.com), (2) from Construction Bidboard (www.ebidboard.com), or (3) via email (send requests to vmadrid@cityofib.org).

The City Council reserves the right to reject any or all proposals and to waive any irregularity or informality in any proposal to the extent permitted by law.

No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of Division 3, Chapter 9 of Business and Professions Code. In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the City of Imperial Beach. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

INTRODUCTION

Imperial Beach is the “Most Southwesterly City in the Continental United States,” and was incorporated as a General Law City in 1956. It is bordered on the north by a U.S. Naval Communication Station within the City of Coronado’s jurisdiction and the southern shore of San Diego Bay, on the east by the City of San Diego, on the south by the U.S./Mexican border, and on the west by the Pacific Ocean.

The City’s population is 26,337 based on 2010 U.S. Census, and is 4.5 square miles in area, 40 percent of which is open space. The terrain is generally flat to gently sloping. The highest ground elevation is 45 feet above sea level; however, the major portion of the City is below 30 feet in elevation. Located between the discharge of two drainage basins and close to the ocean, the City has a high ground water table, which tends to fluctuate with tidal conditions. Its coastal setting and Mediterranean climate provided a unique and attractive living environment. The community enjoys a variety of excellent views and recreational opportunities. Imperial Beach is a destination for surfing, walking, bird watching, bicycling, fishing, and other beach and ocean recreational activities. Currently there are a total of 9,783 housing units, of which 5,944 are multi-family units within the City.

SANDAG projects housing and population increased as follows:

	<u>2020</u>	<u>2030</u>
Population	30,026	32,797
Housing Units	10,260	10,919

SCOPE OF WORK

The City of Imperial Beach has ongoing Capital Improvement Projects (CIPs), both redevelopment and private land development applications and projects, traffic and civil design needs and public safety issues that periodically require traffic engineering services. The City is issuing this Request for Qualifications/Proposals (RFQ/P) to seek and retain a traffic engineering firm for as-needed services. The City anticipates an initial 3-year agreement with a budget of \$20,000 per year (capital project additional), with an option to renew the agreement annually for an additional twenty-four (24) months, for a maximum total of five (5) years.

The following is a list of services that the Consultant should be able to provide. The consultant’s proposal should confirm these capabilities, as well as other additional expertise in traffic engineering:

- Traffic striping plans
- Signal design, modifications and timing
- Traffic impact studies
- Traffic operations analysis
- Worksite traffic control and operations
- Speed surveys
- Review recent and historical speed studies
- Research and review accident reports and calculate accident rates
- Attend meetings at City Hall or in field
- Presentations at City Council meetings and Public Safety meetings

- Lead neighborhood traffic management meetings
- Circulation Element updates
- Congestion management
- Traffic calming and bicycle facility design
- Traffic Engineering Peer Review
- Miscellaneous traffic safety and / or engineering consulting services as necessary

GENERAL REQUIREMENTS

- A. Consultant's firm shall include California registered Traffic Engineer(s) and Civil Engineer(s).
- B. Consultant shall pay employees in accordance with California State Labor Code, Department of Industrial Relations, and/or California Code of Regulations, "prevailing wage," for position classifications that require prevailing wage compensation. When Consultant is required to pay prevailing wage compensation (as prescribed by the California Labor Code), Consultant shall submit certified payroll records with each invoice submitted for payment.
- C. Consultant shall be responsible for submitting plans to all the utilities when plans reach 60% of completion and include the utility reviews as part of the final plans ready for advertisement for bid.
- D. Mileage, material, equipment, permits, copies and faxes are not separately reimbursable expenses, but shall be provided as an individual item in the project bid cost.
- E. This Proposal shall be made part of the Contract Documents.

PUBLIC DISCLOSURE

As a general rule, all documents prepared for and/or received by the City are considered property of the City and are public records that must be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than ten (10) days prior to the due date of your response. If you do not obtain a determination of confidentiality prior to the submission deadline, any document(s) submitted will be subject to public disclosure.

SUBMISSION FORMAT AND CONTENT

All respondents are required to follow the format specified below. The contents of the submission must be clear, concise, and complete. Each section of the submission shall be tabbed according to the numbering system shown below to aid in expedient information retrieval (NOTE: Respondents shall base their submission on the "Scope of Work.")

Submission Cover – Include the Request for Qualifications/Proposal's title and submission date, the name, address, fax number, and the telephone number of the principal firm. The contact name and e-mail address of the Project Manager must also be included.

Table of Contents – Include a complete and clear listing of headings and pages to allow easy reference to key information.

- I. Cover Letter – The cover letter should be brief (two pages maximum), and any changes to the format or deletions of requested materials should be explained in the cover letter. Describe how the delivery of services will be provided to the City, including the location of the firm’s offices and the response time to the City’s requests. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Identify the team members (i.e., joint partners and sub-consultants); and include the title and signature of the firm’s contact person for this procurement. The signatory shall be a person with official authority to bind the company.
- II. Qualifications and Experience – Describe the team’s experience in providing traffic engineer services and civil drawings. The firms’ experiences in the past three (3) years specifically related to the scope of work shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the firm’s project manager and the client’s project manager for each listing. When listing sub-consultants, describe the listed experience and the exact tasks that each firm will perform.
- III. Project Personnel – Identify the contact person with primary responsibility for these services, other projects personnel, including partners and/or sub-consultants, and their individual areas of responsibility. The persons listed will be considered as committed to the services requested. A resume of each professional and technical person assigned to provide these services, including partners and/or sub-consultants, shall be submitted. The resumes shall include at least two references from recent previous assignments.
- IV. Task and deliverables – Describe consultants’ typical protocol for the assigned tasks and deliverables to administer, manage, and deliver projects. A project’s planning is critical to the City. In order to maintain control of project schedules from design through the end of an assigned project, this protocol is an essential consultant attribute. However the City acknowledges that tasks and deliverables will vary according to the Scope of Work.
- V. Insurance and Other Information – Describe the insurance coverage of the firms and any other pertinent information regarding this procurement.
- VI. Schedule of Rates – Provide a Schedule of Rates in a sealed envelope.

SUBMISSION SCHEDULE

The advertisement, receipt, and evaluation of the submission, and the selection of the provider of consultant services will conform to the following schedule (Note: These dates are provided for planning purposes and may be altered by the City as necessary to meet project goals):

Advertisement of RFQ/P	<u>June 30, 2011</u>
Proposal Due Date	<u>July 28, 2011</u>
Proposal Review	<u>August 1 – 5, 2011</u>
Interviews	<u>Week of August 23, 2011 (if needed)</u>
City Approval	<u>September 7, 2011</u>
Notice to Proceed	<u>September 12, 2011</u>

Two (2) original (one unbound and suitable for reproduction) and six (6) copies of the submission shall be delivered no later than 5:00 p.m. on the Proposal Due Date listed above to:

Mr. H.A. (Hank) Levien, Director of Public Works
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Copies received by FAX shall not be deemed received.

PROPOSAL REVIEW PROCESS

The City's Selection Committee will review submissions that meet the outlined requirements stated herein. The Committee will "short-list" the most qualified firms, utilizing the selection criteria listed below. In the event that the Selection Committee requires an interview, it is mandatory that all principals' firms and the designated project managers attend.

PROPOSAL EVALUATION CRITERIA

Proposals received by the City will be evaluated according to the criteria listed below:

- Conformance to the specified RFQ/P format;
- Organization, presentation, and content of the submission;
- Specialized experience of the firm(s), (including principal firms, joint venture-partners, and sub-consultants), considering the types of services required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project;
- Proposed tasks and deliverables protocol to accomplish the work in a timely and professional manner; and
- Ability to meet the insurance requirements as stated in the Terms and Conditions of the RFQ/P unless the City, at its sole discretion, decides to modify or wave the insurance requirements.

TERMS AND CONDITIONS

Issuance of this RFQ/P does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFQ/P is dependent upon the approval of the City.

The City retains the right to reject all submissions. Selection is also dependent upon the negotiation of a mutually acceptable agreement with the successful respondent. Each submission shall be valid for not less than one hundred twenty (120) days from the date of receipt.

INSURANCE

The firm(s) selected to perform the work described in this RFQ/P will be required to provide evidence of public liability and property damage insurance with limits of not less than \$1 million for injury to, or death of, one or more persons and/or property damage arising out of a single accident or occurrence insuring against all liability of the City of Imperial Beach, selected consultants, its subcontractor(s), and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the City. Professional liability insurance (errors and omissions) shall be required of said firm in the minimum amount of \$1 million. Said insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waived by the City.

DUE DILIGENCE

The information provided in this RFQ/P, including the description of the requested services and planning/project requirements, is to assist respondents with information the City has assembled in this stage of the consultant selection process. Any respondent selected will be expected to conduct its own due diligence in these and all matters prior to commencement of any services requested under an approved Scope of Services. The City makes no representations or warranties with respect to these matters.

CONFLICT OF INTEREST

Please note that California Law makes it illegal for public officials or their employees to participate in the making of a contract in which he or she is financially interested. The law defines the making of a contract to include responding to Requests for Qualifications/Proposals. The law further defines a public official very broadly to include members of an advisory board that are not actual parties to a contract. Prospective respondents who are aware of circumstances that could create a conflict of interest if a proposal is submitted are urged to contact the City immediately.

CITY CONTACT

The City looks forward to receiving a submission from you. If you have any questions regarding this RFQ/P, please contact the Project Manager Technician identified below:

Vicki Madrid
CIP Manager
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone (619) 424-2214
FAX (619) 429-4861
Email vmadrid@cityofib.org

Professional Services Contract

Attachment 1 to this RFQ/P is a copy of the City of Imperial Beach's standard Professional Services Contract. Please review this document carefully and note in your proposal any exceptions or alterations to the contract that you are requesting. Alterations or changes to the contract that were not included in the proposal will not be made after the selection of the consultant.



CITY OF IMPERIAL BEACH
STATEMENT OF QUALIFICATIONS / PROPOSAL FOR
TRAFFIC ENGINEERING SERVICES

SECTION VI – SCHEDULE OF RATES

KOA CORPORATION BILLING RATES

Employee Title	Rate
Project Manager / Principal Engineer	\$ \$195.00/hr
Senior Engineer / Senior Planner	\$ \$175.00/hr
Associate Transportation Engineer	\$ 135.00/hr
Assistant Engineer	\$ 100.00/hr
Assistant Designer	\$ 95.00/hr
CAD	\$ 90.00/hr
Technician	\$ 80.00/hr
Administrative Assistant	\$ 65.00/hr

GENERAL PROVISIONS

Telephone, equipment and fax are included in the above hourly costs. Direct expenses including blacklining, commercial CAD plotting, subconsultant expense, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal. Mileage is charged at the federally allowed rate.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: OCTOBER 5, 2011

ORIGINATING DEPT.: PUBLIC WORKS *HAL*

SUBJECT: RESOLUTION TO AWARD SEWER ENGINEER SERVICES CONTRACT TO TRAN CONSULTING ENGINEERS

BACKGROUND: Over the past four to five years, the City has generally advertised for Sewer Engineer Services as the need for services has occurred. Previously the City had used the contracted City Engineer consultant for Sewer Engineering Services. The process of advertising for Sewer Engineer Services for every task or project necessary to maintain the Sewer Enterprise system operating as designed was very time consuming and sometimes lead to inconsistencies or loss of continuity between City projects. An alternative is to have a consultant under contract for a designated period of time that is available for sewer engineer services across multiple sewer issues, problems or tasks. It is staff's belief that the City would be better served to have an "on-call" sewer engineer to address the needs of the City over the next 3 to 5 years thus creating greater continuity and reduce the time to bring capital projects to construction.

DISCUSSION: Keeping with the above consideration, staff prepared and advertised a RFQ from firms that could perform the following scope of work for the City:

The City is soliciting Request for Qualifications from a qualified Engineering Firm for design engineering services on sewer and storm drain projects for a period of five years. Projects will range in size from small project (under \$10,000) to large Capital Improvement Project (approx. \$500,000).

A qualified Engineering Firm shall have the technological and experiential skills to provide technical and field level advice and recommendation for sewer and storm water problems or questions as needed.

A qualified Engineering Firm shall have the capacity to design and complete several medium size (\$250,000) sewer Projects a year for the City simultaneously.

The scope of work includes but is not limited to sewer system repairs and improvements identified in the City's "Five-Year Capital Improvement Program Projects Budget for Fiscal Years 2009-2010 through 2013-2014" and other unscheduled sewer projects authorized by City Council.

Capital Improvement Projects shall include the preparation of contract bid documents/specifications, bid form, engineers estimate, and project plans to comply with

the City's Public Bid requirement. The Public Bid requirements apply to all Public Works projects exceeding \$5,000.

The Project schedule shall consist of 12 months from design to end of construction. There shall be a six month time frame for project design of a medium size project (\$250,000). Smaller/larger projects are expected to have a timelines commensurate with their complexity. Project design shall included City staff review of plans at intervals of 30%, 60%, 90% and 100% of completion. Contract documents and engineers estimate shall be submitted at 90% plan review. City turnaround time for staff review is 2 weeks. Engineer turnaround time is also estimated at 2 weeks for each plan revision/update. On large projects the review and update of bid documents turnaround time may increase to a maximum of three weeks. Plans are to be submitted to the underground utility agencies for review and comments no later than the 60% submittal. The consultant will be responsible to submit to and include comments for the underground agencies in their plans and specifications.

Seven proposals were received. All seven proposals were independently evaluated and ranked relative to the criteria found in the RFQ by 5 members of City staff. The top four ranked firms by the five staff members were invited to a formal interview with three City supervisory staff. Through this process, it was recommended that Tran Consulting Engineers be contracted to provide Sewer Engineering Services for the City on an "as needed" basis to perform the above listed tasks.

Staff has met with Tran Consulting Engineers representative and agreed to the terms of the agreement as shown in Attachment 2.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

All expenses to be incurred for Sewer Engineer Services will be included as part of the Sewer Division O&M budget approved by City Council, as part of an approved Capital Improvement Program (CIP) budget or as further approved by City Council with an adopted or approved budget. Without a task or project assigned to the Sewer Engineer for services, there would be no expenses. This is an "on call" agreement.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Approve an Agreement with Tran Consulting Engineers for Sewer Engineer Services as shown in Attachment 2.
3. Authorize the City Manager to sign the Agreement as shown in Attachment 2.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7093
2. Sewer Engineer Services Agreement – Exhibit A to Resolution No. 2011-7093

RESOLUTION NO. 2011-7093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDING A SEWER ENGINEER SERVICES CONTRACT TO TRAN CONSULTING ENGINEERS

WHEREAS, over the past four to five years, the City has generally advertised for Sewer Engineer Services as the need for services has occurred; and

WHEREAS, previously the City had used the contracted City Engineer consultant for Sewer Engineering Services; and

WHEREAS, the process of advertising for Sewer Engineer Services for every task or project necessary to maintain the Sewer Enterprise system operating as designed was very time consuming and sometimes lead to inconsistencies or loss of continuity between City projects; and

WHEREAS, an alternative is to have a consultant under contract for a designated period of time that is available for sewer engineer services across multiple sewer issues, problems or tasks; and

WHEREAS, it is staff's belief that the City would be better served to have an "on-call" sewer engineer to address the needs of the City over the next 3 to 5 years thus creating greater continuity and reduce the time to bring capital projects to construction; and

WHEREAS, keeping with the above consideration, staff prepared a RFQ from firms that could perform the necessary Sewer Engineer Services tasks for the City; and

WHEREAS, through an independent evaluation of the seven proposals received and an interview of the top four firms identified through the independent evaluations it was recommended that Tran Consulting Engineers be contracted to provide Sewer Engineering Services for the City on an "as needed" basis; and

WHEREAS, all expenses to be incurred for Sewer Engineer Services will be included as part of the Sewer Division O&M budget approved by City Council, as part of an approved Capital Improvement Program (CIP) budget or as further approved by City Council with an adopted or approved budget.

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 agreement with Tran Consulting Engineers for Sewer Engineer Services is approved.
3. The City Manager is authorized to sign the agreement with Tran Consulting Engineers for Sewer Engineer Services as shown in Exhibit A.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 5th day of October 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES

For
SEWER ENGINEER SERVICES

This Agreement, entered into this _____ day of _____, 2011, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires to hire an Engineer to provide as needed services in sewer engineering; and

WHEREAS, CITY desires to hire the most qualified responsive proposal; and

WHEREAS, CONSULTANT is a(n) Engineering firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

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

Section 2. SCOPE OF SERVICES AND COMPENSATION.

A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Request for Qualifications/Proposals For Sewer Engineering Services" (including Addendum 1 and Addendum 2), attached hereto and made a part hereof. Pursuant to Exhibit A, CONSULTANT scope of services shall include, but not be limited to, providing CITY staff with timely updates on regulations, legislation and grant funding opportunities related to sewer system, flooding, storm drain system and other like matters. Said updates shall occur they are known by the consultant and considered relevant to the City. Additionally CONSULTANT shall provide the 100% facilities design to the City in a "Geodatabase" format for inclusion in the city GIS. All point (Manhole, cleanout, etc.) or line (Gravity sewer, Forcemain) facilities that are affected by the design should be included. An attribute named "Status" will be added to each facility indicating whether it is "New", "Modified", "Abandoned in Place", or "Removed". Basic descriptive attributes for the facilities should be complete. These include the following:

Point Facility:

- 1. Unique ID
2. Node Type: Manhole; Cleanout; Drop Manhole; Pump; Valve with type: GateValve, ButterflyValve, etc.

3. Diameter: In inches
4. Ground Elevation
5. Invert Elevation
6. Material

Line Facility

1. Unique ID
2. Line Type: Gravity Main; Forcemain
3. Diameter
4. Material
5. Downstream Invert Elevation
6. Upstream Invert Elevation

When construction is complete on the project, a new submittal will be provided that includes the same information as above, but revised to reflect the As-Built condition. This GIS format is in addition to the format specified in Exhibit A.

- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.
- D. CONSULTANT shall be compensated for work completed, not to exceed _____ for basic services rendered under this Section 2, as more particularly described in Exhibit A. CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.
- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.
- F. On January 1, 2013, and each year on that date thereafter, CONSULTANT hourly billing rate, provided in Attachment "B", shall adjust in an amount not to exceed the All Urban Consumer-San Diego Area Consumer Price Index (CPI). The CPI adjustment shall be based upon the most recent 12 month CPI from July 1 through June 30 of the previous year. If the most recent CPI is negative, there shall be no adjustment. Notwithstanding the foregoing, in no event shall the adjustment exceed five (5) percent.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The Public Works Director, currently H. A. Levien, is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The contract between CONSULTANT and CITY will be terminated upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

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

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

Section 5. CHANGES.

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed by both parties before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

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

Section 7. AUDIT OF RECORDS.

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

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which Agency, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession.

Section 13. INSURANCE.

CONSULTANT shall maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law. Upon request, CITY shall be provided with satisfactory evidence that premiums have been paid and shall deliver to CITY certificates of insurance and endorsements as to each policy. Each certificate of insurance shall provide that the policy will not be materially altered or cancelled without first giving 10 days written notice to the CITY

by certified mail. Coverage shall include appropriate waivers of subrogation as to the City. CONSULTANT agrees to this requirement irrespective of any other similar obligation imposed on others and CONSULTANT agrees to do so in conformity with the requirements set forth herein including those requirements set forth for certificates of insurance.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and sub Contractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

Section 15. INDEMNITY.

To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT'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. CONSULTANT'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 16. TERMINATION.

CITY may terminate this Agreement at any time by giving ten (10) days' written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified

individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

Consultant shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT

by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If both Parties agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

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

H.A. Levien
Public Works Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

[CONSULTANT INFORMATION]
[CONSULTANT ADDRESS]

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

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Attachments and Exhibits, set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. The following attachments are a part of this Agreement: **Request for Qualifications/Proposal and Proposal dated July 14, 2011**. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of

the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

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

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of 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 the Agreement.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" through "B" are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

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

CITY OF IMPERIAL BEACH,
A municipal corporation

CONSULTANT/CONSULTANT:

City Manager

Name/Title of Signatory

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

Public Works Director

Exhibit A – Request for Qualifications/Proposals

See following page

Exhibit B – Billing Rate

See following page

CITY OF IMPERIAL BEACH



REQUEST FOR QUALIFICATIONS/PROPOSAL FOR SEWER ENGINEERING SERVICES

Public Works Department
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 424-2214

JULY 14, 2011

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Attachments:

1. Sample Professional Services Agreement

**CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA
REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
SEWER ENGINEERING SERVICES**

NOTICE ADVERTISING FOR QUALIFICATIONS / PROPOSALS

Sealed proposals will be received at the office of the Administrative Services Department, 825 Imperial Beach Boulevard, Imperial Beach, California, up to the hour of 3:00 P.M., on August 4, 2011 for performing work as follows:

**CITY OF IMPERIAL BEACH
REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
SEWER ENGINEERING SERVICES**

The proposal shall be enclosed in a sealed envelope addressed to the City of Imperial Beach, California, or if sent by messenger, shall be delivered to the Administrative Services Department, City Hall, 825 Imperial Beach Boulevard, Imperial Beach, California. **The envelope shall be plainly marked on the upper left hand corner with the name and address of the bidder and bear the words "Proposal For" followed by the name of the item and the date and hour of the bid closing.**

Copies of the RFQ/P may also be acquired (1) from the City's website (www.cityofib.com), (2) from Construction Bidboard (www.ebidboard.com), or (3) via email (send requests to vmadrid@cityofib.org).

The City Council reserves the right to reject any or all proposals and to waive any irregularity or informality in any proposal to the extent permitted by law.

No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of Division 3, Chapter 9 of Business and Professions Code. In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the City of Imperial Beach. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

INTRODUCTION

Imperial Beach is the “Most Southwesterly City in the Continental United States,” and was incorporated as a General Law City in 1956. It is bordered on the north by a U.S. Naval Communication Station within the City of Coronado’s jurisdiction and the southern shore of San Diego Bay, on the east by the City of San Diego, on the south by the U.S./Mexican border, and on the west by the Pacific Ocean.

The City’s population is 26,337 based on 2010 U.S. Cnsus, and is 4.5 square miles in area, 40-percent of which is open space. The terrain is generally flat to gently sloping. The highest ground elevation is 45 feet above sea level; however, the major portion of the area is below 30 feet in elevation. Located between the discharge of two drainage basins and close to the ocean, the City has a high ground water table, which tends to fluctuate with tidal conditions. It’s coastal setting and Mediterranean climate provided a unique and attractive living environment. The community enjoys a variety of excellent views and recreational opportunities. Imperial Beach is a destination for surfing, walking, bird watching, bicycling, fishing, and other shore and marine activities. Currently there are a total of 9,783 housing units, of which 5,944 are multi-family units within the City.

The City of Imperial Beach is essentially a residential community. It is served by two independent sewerage systems which drain in opposite directions. The western portion of the City drains to the south, while the eastern portion drains to the north. Both systems deliver flow to the City of San Diego Metropolitan Sewerage System through pump stations and force main connections. There are 39.5 miles of sewer lines and 5 miles of storm drain lines throughout the City.

The City Sewer System Master Plan was updated 2007.
The City Storm Drain Master Plan was updated in 2010.

SCOPE OF WORK

The City is soliciting Request for Qualifications from a qualified Engineering Firm for design engineering services on sewer and storm drain projects for a period of five years. Projects will range in size from small project (under \$10,000) to large Capital Improvement Project (approx. \$500,000).

A qualified Engineering Firm shall have the technological and experiential skills to provide technical and field level advice and recommendation for sewer and storm water problems or questions ad needed.

A qualified Engineering Firm shall have the capacity to design and complete several medium size (\$250,000) sewer Projects a year for the City simultaneously.

The scope of work includes but is not limited to sewer system repairs and improvements identified in the City’s “Five-Year Capital Improvement Program Projects Budget for Fiscal Years 2009-2010 through 2013-2014” and other unscheduled sewer projects authorized by City Council.

Capital Improvement Projects shall include the preparation of contract bid documents/specifications, bid from, engineers estimate, and project plans to comply with the

City's Public Bid requirement. The Public Bid requirements apply to all Public Works projects exceeding \$5,000.

The Project schedule shall consist of 12 months from design to end of construction. There shall be a six month time frame for project design of a medium size project (\$250,000). Smaller/larger projects are expected to have a timelines commensurate with their complexity. Project design shall included City staff review of plans at intervals of 30%, 60%, 90% and 100% of completion. Contract documents and engineers estimate shall be submitted at 90% plan review. City turnaround time for staff review is 2 weeks. Engineer turnaround time is also estimated at 2 weeks for each plan revision/update. On large projects the review and update of bid documents turnaround time may increase to a maximum of three weeks. Plans are to be submitted to the underground utility agencies for review and comments no later than the 60% submittal. The consultant will be responsible to submit to and include comments for the underground agencies in their plans and specifications.

PROJECT PROPOSALS

The City will send a letter to the successful Engineer requesting a proposal and schedule for individual projects to initiate a project.

GOVERNING CONSTRUCTION DOCUMENTS

- The City's CIP governing documents include the 2009 Greenbook with 2011 Cumulative Supplement
- 2010 MUTCD traffic control
- 2009 San Diego Regional Standard Drawing

CONTRACT DOCUMENTS

The City will provide the Engineer with a current copy of the "Contract Document" template for each project. The Engineer shall add the bid items and specifications to the contract template along with the construction duration, and engineers estimate. Each bid item shall have a specification that clearly delineates the scope of work and correlates' to a bid line item. Each specification shall also include a standard paragraph at the end modified for each specification.

SAMPLE SPECIFICATION

5. PIPE SYSTEM REHABILITATION

The contract unit paid price per linear foot of 8-inch diameter pipe and by lump sum for 12-inch diameter pipe for Pipeline Rehabilitation shall be considered as full compensation for providing required submittals, cleaning and preliminary inspection, television inspection, sampling, testing, and installation (with the exception of addressing infiltration and Service Connections, which will be paid as separate items), sewer bypass as required, end seals, and other incidental work as required for a fully functioning lining system and no additional compensation will be made therefore.

The contract unit price per LF for Pipe System Rehabilitation shall be considered the full compensation for furnishing all labor, materials, tools, and equipment, and for all work involved in Pipe System Rehabilitation and no additional compensation will be made therefore.

Bid item shall be formatted as follows including the quantity, unit of measure and title which matches the specification. Bid item amount shall be in writing as well as figures.

SAMPLE BID ITEM

<u>Item</u>	<u>Quantity</u>	<u>Item with Unit Price Written in Words</u>	<u>Unit Price Written in Figures</u>	<u>Item Total Price</u>
1	1,488 LF	Pipe System Rehabilitation (8" Pipe) at _____ _____ _____ per LF	\$ _____ per LF	\$ _____

PROJECT PLANS

The Engineer shall submit 3 full size sets of paper plans to the City for review at 30%, 60% 90% & 100% intervals (or as otherwise directed). Engineer shall also submit a full size set of paper plans to each Utility for review at the 60% plan submittal. The City will provide the Utility contact information. The final 100% plans must be signed and submitted to the City in PDF and AutoCAD format.

ENGINEERS ESTIMATE

Engineers estimate shall be submitted with the 90% & 100% plan submittals.

GENERAL REQUIREMENTS

- A. Engineer shall possess an Engineers license valid with the State of California.
- B. Engineer shall provide an email, monthly project status report due on the 15th, to the Public Works Director, Hank Levien and send a courtesy copy to the CIP Manager, Vicki Madrid.
- C. Engineer shall be responsible for submitting plans to all the utilities when plans reach 60% of design.
- D. Mileage, material, equipment, permits, copies and faxes are not separately reimbursable expenses, but shall be provided as an individual item in the project bid cost.
- E. This Proposal shall be made part of the Professional Services Agreement.

PUBLIC DISCLOSURE

As a general rule, all documents received by the City are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than ten (10) days prior to the due date of your response. If you do not obtain a determination of confidentiality prior to the submission deadline, any document(s) submitted will be subject to public disclosure.

SUBMISSION FORMAT AND CONTENT

All respondents are required to follow the format specified below. The contents of the submission must be clear, concise, and complete. Each section of the submission shall be tabbed according to the numbering system shown below to aid in expedient information retrieval (NOTE: Respondents shall base their submission on the "Scope of Work.")

Submission Cover- Include the Request For Proposal's title and submission date, the name, address, fax number, and the telephone number of the principal firm. Also the contact name and e-mail address of the Project Manager should be included.

Table of Contents – Include a complete and clear listing of headings and pages to allow easy reference to key information.

- I. Cover Letter- The cover letter should be brief (two pages maximum), and any changes to the format or deletions of requested materials should be explained in the cover letter. Describe how the delivery of services will be provided to the City, including the location of the firm's offices and the response time to the City's requests. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Identify the team members (i.e., joint partners and sub-Engineers); and include the title and signature of the firm's contact person for this procurement. The signatory shall be a person with official authority to bind the company.
- II. Qualifications and Experience- Describe the team's experience in providing Sewer System Design work as identified in the scope of work. The firms' experiences in the past three (3) years specifically related to the scope of work shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the firm's project manager and the client's project manager for each listing. When listing subs, describe the listed experience and the exact tasks that each firm will perform.
- III. Project Personnel- Identify the contact person with primary responsibility for this project, other projects personnel, including partners and/or subs, and their individual areas of responsibility. The persons listed will be considered as committed to the project. A resume of each professional and technical person assigned to the project, including partners and/or subs, shall be submitted. The resumes shall include at least two references from recent previous assignments.
- IV. Task and deliverables – Describe the tasks and deliverables to administer, manage, and produce the design work including the preparations of the contract documents, project plans, bid forms and engineers estimate. Project planning is critical to the City. In order to maintain control of project schedules from design through the end of construction the City is providing a table, which outlines a design schedule by calendar days. Your tasks and deliverables may vary according to the scope of work.

Invoices shall be submitted upon completion of deliverables.

- V. Insurance and Other Information- Describe the insurance coverage of the firms and any other pertinent information regarding this procurement.
- VI. Schedule of Rates – Provide a Schedule of Rates in a sealed envelope.

SUBMISSION SCHEDULE

The advertisement, receipt, and evaluation of submission, and the selection of the provider of Engineer services will conform to the following schedule. (Note: These dates are provided for planning purposes. And may be altered by the City as necessary to meet project goals.)

Advertisement of RFP	<u>July 14, 2011</u>
Proposal Due Date	<u>August 4, 2011</u>
Proposal Review	<u>August 15-19, 2011</u>
Interviews	<u>Week of September 6, 2011 (if needed)</u>
City Approval	<u>October 5, 2011</u>
Notice to Proceed	<u>October 12, 2011</u>

Two (2) original (one unbound and suitable for reproduction) and six (6) copies of the submission shall be delivered no later than 5:00 p.m. on the Proposal Date listed above to:

Mr. H.A. (Hank) Levien, Director of Public Works
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Copies received by FAX shall not be deemed received.

PROPOSAL REVIEW PROCESS

The City's Selection Committee will review submissions that meet the outlined requirements stated herein. The Committee will "short-list" the most qualified firms, utilizing the selection criteria listed below. In the event that the Selection Committee requires an interview, it is mandatory that all principals firms and the designated project managers attend.

PROPOSAL EVALUATION CRITERIA

Proposals received by the City will be evaluated according to the criteria listed below:

- Conformance to the specified RFP format;
- Organization, presentation, and content of the submission;
- Specialized experience of the firm(s), (including principal firms, joint venture-partners, and subs), considering the types of service required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project;
- Proposed tasks and deliverables to accomplish the work in a timely and professional manner;
- Timeliness of Project Schedule;
- Ability to meet the insurance requirements as stated in the Terms and Conditions of the RFP unless the City, at its sole discretion, decides to modify or wave the insurance requirements; and

TERMS AND CONDITIONS

Issuance of this RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the City.

The City retains the right to reject all submissions. Selection is also dependent upon the negotiation of a mutually acceptable agreement with the successful respondent. Each submission shall be valid for not less than one hundred twenty (120) days from the date of receipt.

INSURANCE

The firm(s) selected to perform the work described in this RFP will be required to provide evidence of public liability and property damage insurance with limits of not less than \$1 million for injury to, or death of, one or more persons and/or property damage arising out of a single accident or occurrence insuring against all liability of the City of Imperial Beach, selected Engineers, its subcontractor(s), and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the City. Professional liability insurance (errors and omissions) shall be required of said firm in the minimum amount of \$1 million. Said insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waived by the City.

DUE DILIGENCE

The information provided in this RFP, including site description and planning requirements, is to assist respondents with information the City has assembled in this preliminary stage of the project. Any respondent selected will be expected to conduct its own due diligence in these and all matters prior to commencement of this development. The City makes no representations or warranties with respect to these matters.

CONFLICT OF INTEREST

Please note that California Law makes it illegal for public officials or their employees to participate in the making of a contract in which he or she is financially interested. The law defines the making of a contract to include responding to Requests for Proposals. The law further defines a public official very broadly to include members of the advisory board that are not actual parties to contract. Prospective respondents who are aware of circumstances that could create a conflict of interest if a proposal is submitted are urged to contact the City immediately.

CITY CONTACT

The City looks forward to receiving a submission from you. If you have any questions regarding this RFP, please contact the CIP Manager identified below:

Vicki Madrid
CIP Manager
825 Imperial Beach Blvd.

Imperial Beach, CA 91932
Phone (619) 424-2214
FAX (619) 429-4861
Email vmadrid@cityofib.org

Professional Services Contract

Attachment 1 to this RFQ/P is a (sample) copy of the City of Imperial beach's standard Professional Services Contract. Please review this document carefully and note in your proposal any exceptions or alterations to the contract that you are requesting. Alteration or changes to the contract that were not included in the proposal will not be made after the selection of the consultant.

ADDENDUM NO. 1
TO THE BID DOCUMENTS FOR
Sewer Engineering Services

City of Imperial Beach
Imperial Beach California

Amendment No. 1 addresses changes to the following items:

- Page 6 of 10, General Requirements items A and E shall be changed to read as follows:
 - A. Engineer shall possess an Engineers License valid with the State of California.
 - E. This Proposal shall be made part of the "Professional Services Agreement".

Electronic copies of the bid package may be acquired at no cost, from the City's website at www.cityofib.com.

The Notice Advertising for RFQ/P is not being revised. Sealed proposals will be received at the office of the Administrative Services Department, 825 Imperial Beach Boulevard, Imperial Beach, California, up to the hour of: 3:00 p.m. on the 4th day of August, 2011, for performing work as follows:

All other provisions of the contract documents remain as published. This ADDENDUM is to be incorporated in and become part of the bid. This addendum no. 1 must be acknowledged and attached to the bid when submitted. Acknowledgement shall also be made by faxing back to the City of Imperial Beach this addendum signed and dated in the below shown signature and date blocks. (Fax number: 619-429-4861 ATTN: Vicki Madrid)



H. A. (Hank) Levien

Dated 7-25-11

Acknowledged:

Bidder's Signature

Date

Business/Agency

ADDENDUM NO. 2
TO THE BID DOCUMENTS FOR
Sewer Engineering Services

City of Imperial Beach
Imperial Beach California

Amendment No. 2 addresses changes to the following items:

- Page 8 of 10, paragraph under the submission schedule shall be change. The time for the RFQ submission shall be changed to **3:00 PM** on August 4, 2011.

Electronic copies of the bid package may be acquired at no cost, from the City's website at www.cityofib.com.

The Notice Advertising for RFQ/P is being revised throughout the RFQ/P. Sealed proposals will be received at the office of the Administrative Services Department, 825 Imperial Beach Boulevard, Imperial Beach, California, up to the hour of: 3:00 p.m. on the 4th day of August, 2011, for performing work as follows:

All other provisions of the contract documents remain as published. This ADDENDUM is to be incorporated in and become part of the bid. This addendum no. 2 must be acknowledged and attached to the bid when submitted. Acknowledgement shall also be made by faxing back to the City of Imperial Beach this addendum signed and dated in the below shown signature and date blocks. (Fax number: 619-429-4861 ATTN: Vicki Madrid)



H. A. (Hank) Levien

Dated 8-2-11

Acknowledged:

Bidder's Signature

Date

Business/Agency

Exhibit B – Billing Rate

See following page

Section 6 - Schedule of Rates

Standard Hourly Billing Rates

DISCIPLINE	RATE (\$/HR)
Project/QA-QC Manager	135
Project/Principal Engineer	120
Senior Engineer	100
Associate Engineer	90
Draft Person/CADD	80
Secretary	40

Billing rates include the following costs:

- Printing for project reviews and submittals
- Computer time, hardware, and software required for the project
- Long distance telephone calls inside the United States
- All office supplies required to complete the project

Billing rates exclude the following costs:

- A large number of reproduction copies such as bid documents to be sold to the contractor(s), etc.
- Travel outside of San Diego area





**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: OCTOBER 5, 2011
ORIGINATING DEPT.: PUBLIC WORKS DEPARTMENT *HAL*
SUBJECT: MAYOR PROCLAMATION FOR TIJUANA RIVER ACTION MONTH – OCTOBER 2011

BACKGROUND:

The 2nd Annual Tijuana River Action Month consists of a series of stewardship, public education, and cleanup activities during September and October 2011 to benefit the Tijuana River Watershed. This time period is critical since there is a very small window of opportunity between the end of bird nesting season and the start of the rainy season to enter the river valley and remove as much ocean-bound trash as possible. The efforts by multiple agencies and community groups over the month of September and October will help raise public awareness and involvement to cleanup and restore the Tijuana River valley.

DISCUSSION:

The City is actively involved on cleanup and restoration efforts in the Tijuana River valley and this proclamation is one additional way to show the City's support.

The following is a list of activities and cleanups that have either already occurred or are planned for the months of September and October:

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| September 11 | Fiesta del Rio Event |
| September 21 | Digging in: Workshop on Community Based Restoration |
| September 17 | Coastal Cleanup Day (23 sites in the TRW) |
| September 24 | Tijuana River Tour in Tijuana
Volunteer Planting Event Tijuana Estuary
Moving Planet Forum Museo del Tromo
Binational Garden Tour with Border Encuentro |
| October 1 | Cleanup at Effie May's Trail (WILD Coast & ILCSD)
Rio Alamar Tour with Calidad de Vida |
| October 8 | Cleanup at Dairy Mart Road (Surfrider SD & WILD Coast)
Volunteer Planting Event Tijuana Estuary |
| October 12 | South Bay Water Quality Workshop: When is it Safe to Swim |

October 15 Cleanup in Los Laureles (Calidad de Vida)
Cleanup at Dairy Mart (SD Coastkeeper & WILDCOAST)
Tijuana Estuary Speaker Series (Doug Liden EPA, TBC)

October 16 Suzies Farm Tour, Closing Ceremony, Press Conference

October 19 Border 2012 Conference in National City

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None

DEPARTMENT RECOMMENDATION:

1. Receive presentation from City staff.
2. Issue the Proclamation for Tijuana River Action Month - October 2011

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager