



A G E N D A



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

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

OCTOBER 16, 2013

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

REGULAR MEETING – 6:00 P.M.

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

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

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

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

COMMUNICATIONS FROM CITY STAFF

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

PRESENTATIONS (1)

None.

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

2.1 MINUTES.

Recommendation: Approve the Regular City Council Meeting Minutes of September 18, 2013.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: Ratify the following registers: Accounts Payable Numbers 83257 through 83292 for a subtotal amount of \$183,167.17 and Payroll Checks/Direct Deposit 45511 through 45537 for a subtotal of \$132,953.53 for a total amount of \$316,120.70.

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

CONSENT CALENDAR (Continued)

2.3 REQUEST BY A MEMBER OF THE CITY COUNCIL TO PLACE ITEMS ON A CITY COUNCIL AGENDA – DISCUSSION ON CITY BOARDS AND COMMISSIONS. (0410-10)

Recommendation:

1. Consider Councilmember Bilbray's request to place item on a City Council agenda and
2. Decide if the City Manager should place the item on a future meeting agenda after staff work, if any, is completed.

2.4 ADOPTION OF RESOLUTION NO. 2013-7406 AUTHORIZING EXECUTION OF AN EMERGENCY SERVICES MUTUAL AID AGREEMENT TO RECEIVE AND PROVIDE BUILDING INSPECTIONS IN THE EVENT OF AN EMERGENCY OR NATURAL DISASTER WITHIN SAN DIEGO COUNTY. (0710-05)

Recommendation: Adopt resolution.

2.5 RESOLUTION NO. 2013-7405 ACCEPTING A STATE WATER RESOURCES CONTROL BOARD GRANT IN THE AMOUNT OF \$40,000 FOR A PROJECT IN THE TIJUANA RIVER WATERSHED FOR THE DETECTION, MAPPING, AND COMMUNICATION OF SOLID WASTE POLLUTION SOURCES AND APPROPRIATING THE \$40,000 TO FY 2013-14 BUDGET ACCOUNT NUMBER 101-5050-535-XXXX. (0250-10)

Recommendation:

1. Receive report and
2. Adopt resolution.

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

None.

ORDINANCES – SECOND READING/ADOPTION (4)

None.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1-6.4)

6.1 ADOPTION OF RESOLUTION NO. 2013-7403 APPROVING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT (BID) ANNUAL REPORT FOR FISCAL YEAR 2012-2013 AND SETTING A PUBLIC HEARING TO CONSIDER LEVYING THE BID ASSESSMENT FOR FISCAL YEAR 2013-2014. (0465-20)

Recommendation:

1. Receive public testimony and accept or accept as modified the written and verbal report from the BID Advisory Board on the Fiscal Year 2012-2013 Annual Report and Fiscal Year 2013-2014 budget and proposed activities;
2. Request that the BID seek to meet its budget goals for Fiscal Year 2013-2014; and
3. Adopt Resolution 2013-7403 setting a public hearing for November 7, 2012 to consider levying the Fiscal Year 2012/2013 assessment for the BID.

Continued on Next Page

REPORTS (Continued)

- 6.2 RESOLUTION NO. 2013-7404 AWARDING A CONTRACT TO GRAPHIC SOLUTIONS, INC. FOR THE DESIGN AND CONSTRUCTION OF A HISTORIC RAILWAY INTERPRETIVE SIGN FOR BAYSHORE BIKEWAY ACCESS PROJECT (S12-101) AND AUTHORIZING THE USE OF RECREATIONAL TRAILS GRANT PLUS CITY MATCH FUNDS FOR THIS PURPOSE. (0680-20 & 0680-50)**

Recommendation:

1. Receive report and
2. Approve the Resolution No. 2013-7404 authorizing the City Manager to accept the proposal from Graphics Solutions for design and construction of the Bayshore Bikeway Access Improvement Project Railroad Interpretive Sign at an estimated cost of \$ 14,715.00 and authorizing the City Manager to sign a purchase order using RTP Grant plus City Match for the payment of this work.

- 6.3. RESOLUTION NO. 2013-7408 GRANTING THE CITY MANAGER AUTHORIZATION TO APPROVE CHANGE ORDERS NO. 2 AND 3 FOR PUBLIC WORKS PROJECT, TO WIT: PUBLIC WORKS YARD RENOVATIONS (F05-101). (0910-30)**

Recommendation:

1. Receive report and
2. Adopt Resolution No. 2013-7408 authorizing the additional expenditure of appropriated funds (402-5000-532-2006) for Change Orders 2 and 3 and authorizing the City Manager to sign Change Orders 2 and 3 not to exceed \$40,000.

- 6.4 RESOLUTION NO. 2013-7407 APPROVING THE FIRST PHASE OF A TWO PHASED LIST OF PROJECTS FOR FISCAL YEAR 2013/14 CAPITAL IMPROVEMENT PROGRAM AND APPROPRIATING THE FUNDS FOR THESE PROJECTS. (0330-35)**

Recommendation:

1. Receive report;
2. Consider staff recommendation of “funded” CIP projects, budgets, and funding sources for the first phase of a two phased list of projects as presented in the attached \$9,237,030 Fiscal Year 2013/2014 Capital Improvement Program; and
3. Adopt Resolution 2013-7407 approving the total \$9,237,030 for projects in the first phase of a two phased Fiscal Year 2013/2014 Capital Improvement Program budget with annual appropriations consistent with the Fiscal Year 2013/2014 Capital Improvement Program projects plan.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7)

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

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

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

www.ImperialBeachCA.gov.

/s/
Jacqueline M. Hald, MMC
City Clerk

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

SEPTEMBER 18, 2013

**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 6:01 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Patton
Councilmembers absent:	Spriggs, Bilbray
Mayor present:	Janney
Mayor Pro Tem present:	Bragg
Staff present:	City Manager Hall, Deputy City Attorney Park, City Clerk Hald, Assistant City Manager Wade, Public Safety Director Clark, Public Works Director Levien, Interim Administrative Services Director Wellcome, Environmental Program Manager Helmer

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

MAYOR JANNEY announced that staff requested Item No. 2.2 be removed from the agenda.

MOTION BY JANNEY, SECOND BY BRAGG, TO TAKE ITEM NO. 2.2 RESOLUTION NO. 2013-7393 APPROVING A CONTRACT WITH CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) FOR CITY GROUNDS MAINTENANCE WORK OFF THE AGENDA. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	PATTON, BRAGG, JANNEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	SPRIGGS, BILBRAY

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

COUNCILMEMBER PATTON reported on his attendance at the successful Fiesta del Rio event.

COMMUNICATIONS FROM CITY STAFF

CITY MANAGER HALL announced that there will be a Fire Station Open House on Saturday, October 5th.

PUBLIC COMMENT

STEPHANIE MONTES, representing South Bay Youth for Change, asked City Council to revise the Social Host Ordinance as it conflicts with new laws.

GABRIEL MATEUS asked City Council to revise the Social Host Ordinance to make the

definition more clear and to prevent underage drinking at house parties.

MARIA MORRA, with South Bay Youth for Change, asked City Council to revise the current Social Host Ordinance because the current wording makes it difficult to apply the law.

MAYOR JANNEY referred the issue to Public Safety Director Clark.

ED KRAVITZ asked City Manager Hall to publish the entire agenda in the I.B. Eagle and Times prior to City Council meetings, to allow him to place a splitter on City equipment so that he can stream the City Council meeting videos and to have agenda items written in one sentence and in plain English.

PRESENTATIONS (1.1)

1.1 PRESENTATION ON BORDER FIELD STATE PARK ENTRANCE IMPROVEMENT PROJECT BY STEVEN WRIGHT, EXECUTIVE DIRECTOR OF 4WALLS INTERNATIONAL. (0920-80)

STEVEN WRIGHT, Executive Director of 4Walls International, gave a PowerPoint presentation on the item.

CONSENT CALENDAR (2.1)

MOTION BY PATTON, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NO. 2.1. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: SPRIGGS, BILBRAY

2.1 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 83072 through 83156 for a subtotal amount of \$754,238.79 and Payroll Checks/Direct Deposit 45451 through 45480 for a subtotal of \$193,253.87 for a total amount of \$947,492.66.

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

None.

ORDINANCES – SECOND READING/ADOPTION (4)

None.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1-6.6)

6.1 MAYOR PROCLAMATION FOR TIJUANA RIVER ACTION MONTH FOR OCTOBER. (0230-70)

ENVIRONMENTAL PROGRAM MANAGER HELMER introduced the item.

PALOMA AGUIRRE gave a PowerPoint presentation on the item.

MAYOR JANNEY presented Ms. Aguirre with a proclamation and recognized Wildcoast for bringing the various groups together to form the Tijuana River Action Network.

6.2 INVESTMENT REPORT FOR THE PERIOD ENDING AUGUST 31, 2013. (0350-90)

CITY MANAGER HALL introduced the item.

INTERIM ADMINISTRATIVE SERVICES DIRECTOR WELLCOME reported on the item.

TED PIORKOWSKI, Senior Vice President for Chandler Asset Management, reviewed the investment plan, account profile and portfolio holdings.

CITY MANAGER HALL announced an investment report will be presented to City Council twice a year.

MR. PIORKOWSKI recommended that City Council consider minor changes to the Investment Policy at a future City Council meeting.

6.3 RESOLUTION 2013-7390 AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN AND FORWARD THE CITY'S JURISDICTIONAL URBAN RUNOFF MANAGEMENT PROGRAM (JURMP) ANNUAL REPORT FOR FISCAL YEAR 2012-13 TO THE REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION. (0770-65)

CITY MANAGER HALL introduced the item.

CHRIS HELMER gave a PowerPoint presentation on the item and reviewed the updates to the JURMP.

COUNCILMEMBER BRAGG was hopeful that with the proposed changes, the program will be more manageable and more effective.

COUNCILMEMBER PATTON asked staff to keep the permit process for residential construction and businesses simplified.

MR. HELMER stated that the new storm water permit requires the City to reevaluate how everything is done across the whole City. Therefore, staff will reevaluate the storm water permitting process.

MOTION BY PATTON, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2013-7390 AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN AND FORWARD THE CITY'S JURISDICTIONAL URBAN RUNOFF MANAGEMENT PROGRAM (JURMP) ANNUAL REPORT FOR FISCAL YEAR 2012-13 TO THE REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION. MOTION CARRIED BY THE FOLLOWING VOTE:

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

6.4 RESOLUTION NO. 2013-7389 AWARDED A PUBLIC WORKS CONTRACT TO WIT: REPLACE THE RECREATION CENTER MANSARD ROOF CIP F14-001 AND APPROPRIATING \$120,000 FROM THE NEW STRATEGIC CAPITAL IMPROVEMENT GF RESERVE TO CIP PROJECT F14-001. (0330-35 & 0920-40)

CITY MANAGER HALL introduced the item and announced staff is recommending that the bid be awarded to the lowest qualified bidder, "A Good Roofer, Inc.," and that \$120,000 from the Strategic Capital Improvement Fund Reserve is appropriated to allow for the reroof of the Sports

Park building.

In response to Councilmember Bragg's question about the warranty for the current roof, PUBLIC WORKS DIRECTOR LEVIEN stated that the warranty was only for one year. The warranty offered by the lowest qualified bidder is for 20-years and there is a no-cost repair to the City.

MOTION BY BRAGG, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2013-7389 AUTHORIZING THE CITY MANAGER TO TRANSFER \$120,000.00 FROM THE STRATEGIC CAPITAL IMPROVEMENT RESERVE FUND TO THE "REPLACE THE RECREATION CENTER MANSARD ROOF (CIP – F14-001)" AND AUTHORIZING THE CITY MANAGER TO APPROVE A PURCHASE ORDER TO THE LOW BIDDER FOR THE AMOUNT OF THE BID PRICE. MOTION CARRIED BY THE FOLLOWING VOTE:

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

6.5 INFORMATION REPORT SEEKING DIRECTION REGARDING POLICY FOR DOGS ON THE BEACH BETWEEN PALM AVENUE AND IMPERIAL BEACH BOULEVARD. (0220-90)

CITY MANAGER HALL introduced the item.

PUBLIC SAFETY DIRECTOR CLARK stated that this item was brought forward by the Public Safety Department to provide more access to people with their animals to go on to the beach throughout the year between Imperial Beach Blvd. and Palm Ave.

COUNCILMEMBER PATTON complimented the Public Safety Department for bringing the item forward. He stated that it is taxing for lifeguards to get out of the tower, walk down and ask dog owners to exit the beach. He stated that staff's proposal is a good start, he supported the regular fines, he was in favor of installing bag stations at street ends and he spoke in support of the item.

PUBLIC SAFETY DIRECTOR CLARK stated that the bag stations would be installed between Palm Ave. and Imperial Beach Blvd.

COUNCILMEMBER BRAGG spoke in opposition to the item. She supported the demarcation of Palm Ave. to Imperial Beach Blvd. as a dog-free zone and for the safety of the public. She noted that this particular area is the most populated area of the beach. She preferred that the lifeguards focus on saving lives and not worry so much about dogs.

PUBLIC SAFETY DIRECTOR CLARK stated that there is congestion of people on sidewalks and adding dogs makes for more congestion. Allowing the dogs on the beach will alleviate the congestion during the off-season and staff will be freed-up to focus on the water.

MAYOR JANNEY asked for more information on the hours of the beach and of Pier Plaza. He suggested that the item be brought back for City Council's consideration at a future meeting when the other Councilmembers are in attendance.

6.6 ADOPTION OF CITY COUNCIL RESOLUTION NO. 2013-7392 CALLING THE OUTSTANDING PRINCIPAL DUE ON A CITY LOAN MADE TO THE FORMER REDEVELOPMENT AGENCY PURSUANT TO A COOPERATION AGREEMENT DATED JUNE 7, 1995 AND FURTHER MEMORIALIZED BY AN AGREEMENT DATED MAY 17, 2006. (0640-05)

CITY MANAGER HALL introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE reported on the item.

MOTION BY JANNEY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2013-7392 CALLING THE OUTSTANDING PRINCIPAL DUE ON A CITY LOAN MADE TO THE FORMER REDEVELOPMENT AGENCY PURSUANT TO A COOPERATION AGREEMENT DATED JUNE 7, 1995 AND FURTHER MEMORIALIZED BY AN AGREEMENT DATED MAY 17, 2006. MOTION CARRIED BY THE FOLLOWING VOTE:

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

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7.1-7.3)

7.1 ADOPTION OF RESOLUTION NO. SA-13-29 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2014 THROUGH JUNE 30, 2014 (ROPS 13-14B). (0418-50)

CITY MANAGER HALL introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE reported on the item.

MOTION BY PATTON, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. SA-13-29 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JANUARY 1, 2014 THROUGH JUNE 30, 2014 (ROPS 13-14B). MOTION CARRIED BY THE FOLLOWING VOTE:

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

7.2 ADOPTION OF RESOLUTION NO. SA-13-30 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2014 THROUGH JUNE 30, 2014 AND RELATED ACTIONS. (0418-50)

COMMUNITY DEVELOPMENT DIRECTOR WADE reported on the item.

MOTION BY JANNEY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. SA-13-30 OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2014 THROUGH JUNE 30, 2014 AND RELATED ACTIONS. MOTION CARRIED BY THE FOLLOWING VOTE:

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

7.3 ADOPTION OF CITY COUNCIL RESOLUTION NO. 2013-7391 AND SUCCESSOR AGENCY RESOLUTION NO. SA-13-31 APPROVING AN EXTENSION OF VARIOUS DATES AND DEADLINES IN THE DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY (SUCCESSOR AGENCY) AND SUDBERRY-PALM AVENUE LLC (SUDBERRY) BY LETTER AGREEMENT. (0418-50 & 0600-20)

COMMUNITY DEVELOPMENT DIRECTOR WADE reported on the item.

COUNCILMEMBER BRAGG thanked Estean Lenyon of Sudberry for being in attendance and she reported on the history of Sudberry's commitment to the project and thanked them for being a partner with the City of Imperial Beach.

MOTION BY PATTON, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2013-7391 APPROVING AN EXTENSION OF VARIOUS DATES AND DEADLINES IN THE DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AND SUDBERRY-PALM AVENUE LLC BY LETTER AGREEMENT. MOTION CARRIED BY THE FOLLOWING VOTE:

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

MOTION BY PATTON, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. SA-13-31 APPROVING AN EXTENSION OF VARIOUS DATES AND DEADLINES IN THE DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AND SUDBERRY-PALM AVENUE LLC BY LETTER AGREEMENT. MOTION CARRIED BY THE FOLLOWING VOTE:

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

MAYOR JANNEY announced Tom Sudberry expressed his thanks to City Council and City staff for their efforts in keeping the project moving forward.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURNMENT

Mayor Janney adjourned the meeting at 7:39 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: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: OCTOBER 16, 2013
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *ES*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$183,167.17 and the payroll checks in the amount of \$132,953.53.

BACKGROUND:

None

ANALYSIS:

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: _____

The following registers are submitted for Council ratification:

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
83257-83281	09/25/13	\$ 167,130.26
83282-83288	09/27/13	\$ 10,890.05
83289-83291	09/30/13	\$ 1,643.62
83292	10/01/13	\$ 3,503.24
	Sub-total	\$ 183,167.17
<u>Payroll Checks/Direct Deposit</u>		
45511-45537	P.P.E. 9/19/13	\$ 132,953.53
	Sub-total	\$ 132,953.53
	TOTAL	\$ 316,120.70

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

RECOMMENDATION:

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

Attachments:

1. Warrant Register

PREPARED 10/07/2013, 11:24:24
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 09/20/2013 TO 10/06/2013

PAGE 1

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #			BANK CODE	*ALL*	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR			TRN AMOUNT
09/25/2013	83257	CALIFORNIA AMERICAN WATER	612					7,799.80
101-5010-431.27-02	09/16/2013	05-0110529-0	08/13-09/11	10-07-2013	02/2014			447.31
101-6020-452.27-02	09/16/2013	05-0111454-0	08/13-09/11	10-07-2013	02/2014			53.49
101-1910-419.27-02	09/16/2013	05-0111478-9	08/13-09/11	10-07-2013	02/2014			57.59
101-6020-452.27-02	09/16/2013	05-0111479-7	08/13-09/11	10-07-2013	02/2014			2,951.53
101-5010-431.27-02	09/16/2013	05-0111480-5	08/13-09/11	10-07-2013	02/2014			263.87
101-5020-432.27-02	09/17/2013	05-0424056-5	08/14-09/12	10-07-2013	02/2014			49.35
101-6020-452.27-02	09/17/2013	05-0477133-8	08/14-09/12	10-07-2013	02/2014			304.98
101-6020-452.27-02	09/19/2013	05-0114612-0	08/15-09/16	10-08-2013	03/2014			72.25
101-5010-431.27-02	09/17/2013	05-0114717-7	08/14-09/12	10-07-2013	03/2014			6.62
101-5010-431.27-02	09/17/2013	05-0115202-9	08/14-09/12	10-07-2013	03/2014			16.00
101-6020-452.27-02	09/17/2013	05-0115205-2	08/14-09/12	10-07-2013	03/2014			2,656.17
101-1910-419.27-02	09/17/2013	05-0115206-0	08/14-09/12	10-07-2013	03/2014			563.91
101-1910-419.27-02	09/17/2013	05-0115208-6	08/14-09/12	10-07-2013	03/2014			132.59
101-1910-419.27-02	09/17/2013	05-0115210-2	08/14-09/12	10-07-2013	03/2014			21.22
101-3020-422.27-02	09/17/2013	05-0115211-0	08/14-09/12	10-07-2013	03/2014			95.09
101-5010-431.27-02	09/17/2013	05-0115214-4	08/14-09/12	10-07-2013	03/2014			11.31
601-5060-436.27-02	09/17/2013	05-0115249-0	08/14-09/12	10-07-2013	03/2014			6.62
101-5010-431.27-02	09/19/2013	05-0115949-5	08/15-09/16	10-08-2013	03/2014			11.31
101-5010-431.27-02	09/19/2013	05-0115950-3	08/15-09/16	10-08-2013	03/2014			16.00
101-5010-431.27-02	09/19/2013	05-0116368-7	08/15-09/16	10-08-2013	03/2014			39.44
101-6020-452.27-02	09/19/2013	05-0117419-7	08/15-09/16	10-08-2013	03/2014			6.62
303-1264-413.27-02	09/20/2013	05-0546597-1	08/19-09/17	10-09-2013	03/2014			16.53
09/25/2013	83258	CALIFORNIA DENTAL	2480					619.88
101-0000-209.01-12	08/29/2013	PAYROLL AP PPE 8/22/13		20130829	02/2014			309.94
101-0000-209.01-12	09/12/2013	PAYROLL AP PPE 9/05/13		20130912	03/2014			309.94
101-1130-412.28-02	08/28/2013	OCT 2013 INS PREMIUM		08-28-2013	01/2014			28.00
101-0000-209.01-12	08/28/2013	OCT 2013 INS PREMIUM		08-28-2013	01/2014			28.00
09/25/2013	83259	CDW GOVERNMENT INC	725					349.83
503-1923-419.20-06	09/09/2013	LED MONITOR		FQ89156	140085	03/2014		349.83
09/25/2013	83260	CITY OF CHULA VISTA	823					17,950.00
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09/25/2013	83261	CITY OF CHULA VISTA	823					1,272.83
101-3050-425.20-06	09/09/2013	JUL 2013 A/C AFTER HOURS		09-09-2013	140249	03/2014		1,272.83
09/25/2013	83262	CITY OF SAN DIEGO	896					62,405.49
601-5060-436.40-01	08/30/2013	PALM CITY TRUNK SEWER		1000085912		02/2014		60,878.51
601-5060-436.40-02	08/30/2013	PALM CITY TRUNK SEWER		1000085912		02/2014		1,526.98
09/25/2013	83263	COUNTY OF SAN DIEGO	1055					1,768.00
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09/25/2013	83264	COUNTY OF SAN DIEGO RCS	1065					3,650.50
101-3010-421.21-25	09/01/2013	AUG 2013		14CTOFIBN02	140165	03/2014		2,378.50
101-3020-422.21-25	09/01/2013	AUG 2013		14CTOFIBN02	140165	03/2014		371.00

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09/25/2013	83266	CPACINC.COM	2148					1,692.50
503-1923-419.20-06		08/21/2013	ANTIVIRUS 1YR RENEWAL	SI-1269478	140203	02/2014		1,692.50
09/25/2013	83267	DEPARTMENT OF CORRECTIONS AND	169					3,050.46
101-6020-452.21-04		09/11/2013	AUG 2013	1800211226	140169	03/2014		2,542.05
101-6040-454.21-04		09/11/2013	AUG 2013	1800211226	140169	03/2014		508.41
09/25/2013	83268	EAGLE NEWSPAPER	1204					255.00
402-5000-532.20-06		08/08/2013	AUG 2013 PUBLIC NOTICE	78131	140019	02/2014		85.00
402-5000-532.20-06		08/15/2013	AUG 2013 PUBLIC NOTICE	78235	140019	02/2014		85.00
402-5000-532.20-06		08/22/2013	AUG 2013 PUBLIC NOTICE	78333	140019	02/2014		85.00
09/25/2013	83269	GO-STAFF, INC.	2031					3,006.96
101-1210-413.21-01		09/10/2013	W/E 09/08/13 FERGUSON,N	113166	140089	03/2014		600.21
601-5060-436.21-01		09/10/2013	W/E 09/08/13 JERMYN,C	113165	140116	03/2014		448.02
101-3020-422.21-01		09/10/2013	W/E 09/08/13 MEDLEY,A	113164	140164	03/2014		333.47
101-1210-413.21-01		09/17/2013	W/E 09/15/13 FERGUSON,N	113476	140089	03/2014		978.12
601-5060-436.21-01		09/17/2013	W/E 09/15/13 JERMYN,C	113475	140116	03/2014		647.14
09/25/2013	83270	GOOGLE, INC.	2009					206.50
503-1923-419.20-06		09/05/2013	JUL/AUG 2013	7297881	140267	03/2014		206.50
09/25/2013	83271	JACQUELINE SUE STENZEL	2491					160.00
101-6030-453.20-06		08/26/2013	08/02-08/23/2013 SR. YOGA	3		02/2014		160.00
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101-1211-413.21-01		09/06/2013	AUG 2013 ADMIN SVCS DIR	188917	140206	03/2014		940.90
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503-1923-419.21-01		09/06/2013	AUG 2013 ADMIN SVCS DIR	188919	140206	03/2014		1,571.40
09/25/2013	83273	MCDUGAL LOVE ECKIS &	962					31,231.26
101-1220-413.20-01		08/31/2013	AUG 2013	84456		02/2014		2,525.60
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303-1250-413.20-01		08/31/2013	AUG 2013	84462		02/2014		3,222.41
101-1220-413.20-01		08/31/2013	AUG 2013	84495		02/2014		3,101.00
101-1220-413.20-01		08/31/2013	AUG 2013	84463		02/2014		108.38
101-1220-413.20-01		08/31/2013	AUG 2013	84464		02/2014		25.50
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09/25/2013	83274	OFFICE DEPOT, INC	1262			421.34		
101-1110-412.30-01	08/02/2013	BUSINESS CARDS- HALL, A	669257754001	140001	02/2014	36.90		
101-1110-412.30-02	08/07/2013	WIRELESS MOUSE	670439921001	140001	02/2014	41.03		
101-1110-412.30-01	08/26/2013	CREDIT FOR FOLDERS	671742753001	140001	02/2014	45.99		
101-1110-412.30-01	07/01/2013	CREDIT FOR FOLDERS	663702652001	140001	01/2014	13.06		
101-1110-412.30-01	07/01/2013	CREDIT FOR TRAY	663703003001	140001	01/2014	9.72		
101-1110-412.30-01	07/02/2013	TRAY/FOLDERS	663703851001	140001	01/2014	19.63		
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101-1110-412.30-01	07/05/2013	TRAYS	664000181001	140001	01/2014	32.08		
101-1010-411.30-02	07/05/2013	BANQUET CHAIRS	664128801001	140001	01/2014	195.61		
101-1110-412.30-01	07/10/2013	DIVIDERS/TAPE	664571750001	140001	01/2014	67.53		
101-1110-412.30-01	07/14/2013	CD/DVD SPINDLES	664934955001	140001	01/2014	27.67		
101-1110-412.30-01	07/18/2013	ENVELOPES	665095781001	140001	01/2014	75.59		
09/25/2013	83275	PRUDENTIAL OVERALL SUPPLY	72			383.85		
101-5020-432.25-03	09/04/2013	09/04/13 PW UNIFORMS	30364442	140094	03/2014	130.65		
101-5020-432.25-03	09/11/2013	09/11/13 PW UNIFORMS	30365958	140094	03/2014	122.55		
101-5020-432.25-03	09/18/2013	09/18/13 PW UNIFORMS	30367445	140094	03/2014	130.65		
09/25/2013	83276	SAFEGWAY SIGN COMPANY	2309			1,598.40		
101-5010-431.21-23	09/10/2013	STOP SIGNS	95269	140068	03/2014	1,598.40		
09/25/2013	83277	SOUTHWEST PIPELINE & TRENCHLES	2531			1,750.00		
601-5060-436.21-04	09/17/2013	EMERG TOP HAT INSTALL	692	140266	03/2014	1,750.00		
09/25/2013	83278	WAXIE SANITARY SUPPLY	802			1,153.31		
101-6040-454.30-02	09/03/2013	JANITORIAL SUPPLIES	74137259	140013	03/2014	589.41		
101-6040-454.30-02	09/13/2013	JANITORIAL SUPPLIES	74159969	140013	03/2014	563.90		
09/25/2013	83279	WESTERN RIM CONSTRUCTORS, INC.	2481			8,556.73		
401-5020-432.20-06	09/12/2013	ECO BIKEWAY	8	130656	03/2014	8,556.73		
09/25/2013	83280	BRYAN WIDLUND	2150			54.00		
101-3030-423.28-04	07/01/2013	REIMBURSE EMT FEES	014683		01/2014	54.00		
09/25/2013	83281	ZOLL MEDICAL CORPORATION	1976			384.75		
101-3020-422.30-02	09/03/2013	LITHIUM ION BATTERY PACK	2046676	140163	03/2014	384.75		
09/27/2013	83282	AFLAC	120			714.30		
101-0000-209.01-13	09/12/2013	PAYROLL AP PPE 9/05/13	20130912		03/2014	357.15		
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09/27/2013	83283	COLONIAL LIFE & ACCIDENT	941			236.28		
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101-0000-209.01-08	09/26/2013	PAYROLL AP PPE 9/19/13		20130926		03/2014	300.00
09/27/2013	83285	ICMA RETIREMENT TRUST 457	242				5,319.50
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09/27/2013	83286	PRINCIPAL FINANCIAL GROUP	2428				1,075.46
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101-0000-209.01-13	09/26/2013	PAYROLL AP PPE 9/19/13		20130926		03/2014	532.23
101-0000-209.01-13	09/24/2013	OCT 13 VOLUNTARY LIFE		09-24-2013		03/2014	11.00
09/27/2013	83287	SEIU LOCAL 221	1821				1,433.11
101-0000-209.01-08	09/26/2013	PAYROLL AP PPE 9/19/13		20130926		03/2014	1,433.11
09/27/2013	83288	US BANK	2458				1,811.40
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09/30/2013	83289	PRINCIPAL FINANCIAL GROUP	2525				822.99
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09/30/2013	83290	PRINCIPAL FINANCIAL GROUP	2414				714.04
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09/30/2013	83291	PRINCIPAL FINANCIAL GROUP	2525				106.59
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10/01/2013	83292	PRINCIPAL FINANCIAL GROUP	2414				3,503.24
101-0000-209.01-14	09/12/2013	PAYROLL AP PPE 9/05/13		20130912		03/2014	552.07
101-0000-209.01-16	09/12/2013	PAYROLL AP PPE 9/05/13		20130912		03/2014	458.11
101-0000-209.01-21	09/12/2013	PAYROLL AP PPE 9/05/13		20130912		03/2014	659.06
101-0000-209.01-14	09/26/2013	PAYROLL AP PPE 9/19/13		20130926		03/2014	555.37
101-0000-209.01-16	09/26/2013	PAYROLL AP PPE 9/19/13		20130926		03/2014	458.11
101-0000-209.01-21	09/26/2013	PAYROLL AP PPE 9/19/13		20130926		03/2014	663.16
101-0000-209.01-14	09/24/2013	OCT 13 LIFE INSURANCE		09-24-2013		03/2014	3.30
101-0000-209.01-16	09/24/2013	OCT 13 LIFE INSURANCE		09-24-2013		03/2014	149.96
101-0000-209.01-21	09/24/2013	OCT 13 LIFE INSURANCE		09-24-2013		03/2014	4.10

DATE RANGE TOTAL *

183,167.17 *



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *ah*
MEETING DATE: OCTOBER 16, 2013
ORIGINATING DEPT.: CITY MANAGER
SUBJECT: REQUEST BY A MEMBER OF THE CITY COUNCIL TO PLACE
ITEMS ON A CITY COUNCIL AGENDA – DISCUSSION ON
CITY BOARDS AND COMMISSIONS

EXECUTIVE SUMMARY:

Consider Councilmember Bilbray's request to have a discussion on City boards and commissions on a City Council agenda. If a majority of the City Council wishes to discuss the matter at a future meeting, the City Manager will place the item on a future agenda after staff work, if any, is completed.

BACKGROUND:

On January 18, 2012, City Council approved City Council Policy No. 116, which established guidelines for how a member of the City Council may place an item on a City Council agenda. City Council Policy 116 states:

"For any item to be placed on the agenda by any member of the City Council

- a. Submit a written request to the City Manager stating the matter to be discussed.*
- b. City Manager places the item on the City Council agenda to see if a majority of the City Council wishes to discuss the matter at a future meeting.*
- c. If a majority of the City Council wishes to discuss the matter at a future meeting, the City Manager will place it on a future agenda after staff work, if any, is completed."*

ANALYSIS:

On October 1, 2013, Councilmember Bilbray submitted a written request to the City Manager to have the City Council consider items on a future agenda. On October 11, 2013, the topic was broadened to allow for a discussion on City boards and commissions.

ENVIRONMENTAL DETERMINATION:

This is not a project as defined by CEQA.

FISCAL IMPACT:

There is no direct fiscal impact with this report.

RECOMMENDATION:

It is recommended that the City Council:

1. Consider Councilmember Bilbray's request to place an item on a City Council agenda and
2. Decide if the City Manager should place the items on a future meeting agenda after staff work, if any, is completed.

Attachments:

1. Request from Councilmember Bilbray requesting consideration Council agenda item
2. City Council Policy 116 – Request by Member of the City Council to Place an Item on a City Council Agenda

From: Pat Bilbray [mailto:pbilbray@gmail.com]
Sent: Friday, October 11, 2013 8:40 AM
To: Andy Hall
Subject: Re: Roundabout

All of it sounds good to me thank you

Sent from my iPhone

On Oct 11, 2013, at 8:26 AM, Andy Hall <ahall@imperialbeachca.gov> wrote:

When we talk about your item (Youth Council and Planning Commission), would you be opposed to broadening the discussion to include "city boards and commissions" rather than just youth and planning? I think we could have a more complete discussion if you are willing to do so.

Thanks again and have a great weekend.

Andy

-----Original Message-----

From: Pat Bilbray [mailto:pbilbray@gmail.com]
Sent: Tuesday, October 01, 2013 1:41 PM
To: Andy Hall
Subject: Agenda request

Andy,

I would like to request two items be placed on an upcoming agenda.

First I would like an update by staff on the youth council,, And second I would like a report on the feasibility and process of re establishing a volunteer planning committee.

Thanks,
Brian pat

Sent from my iPhone

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: REQUEST BY MEMBER OF THE CITY COUNCIL TO PLACE AN ITEM ON A CITY COUNCIL AGENDA	POLICY NUMBER: 116	PAGE 1 OF1
ADOPTED BY: Resolution No. 2012-7142	DATED: January 18, 2012	

PURPOSE

To provide guidelines on placing items on the City Council agenda by members of the City Council.

POLICY

1. Any member of the City Council may request that an item be placed on a future City Council agenda for discussion and possible action.
2. For any item to be placed on the agenda by any member of the City Council
 - a. Submit a written request to the City Manager stating the matter to be discussed.
 - b. City Manager places the item on the City Council agenda to see if a majority of the City Council wishes to discuss the matter at a future meeting.
 - c. If a majority of the City Council wishes to discuss the matter at a future meeting, the City Manager will place it on a future agenda after staff work, if any, is completed.



AGENDA ITEM NO. 2.4

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: OCTOBER 16, 2013

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT/BUILDING & SAFETY DIVISION *BW*

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7406 AUTHORIZING EXECUTION OF AN EMERGENCY SERVICES MUTUAL AID AGREEMENT TO RECEIVE AND PROVIDE BUILDING INSPECTIONS IN THE EVENT OF AN EMERGENCY OR NATURAL DISASTER WITHIN SAN DIEGO COUNTY

EXECUTIVE SUMMARY:

The County of San Diego Office of Emergency Services, the County of San Diego Planning and Development Services, and twelve cities within the County have proposed that a mutual aid agreement be established to provide mutual resources including building inspections in the event of a disaster. This Mutual Aid Agreement is limited to providing building inspection services.

BACKGROUND:

The San Diego County Emergency Services has taken the lead in coordinating an effort to establish a mutual aid structure to provide the sharing of resources in preparation of a disaster response. One element of a disaster response is the inspection of structures prior to search and rescue operations and, after an emergency, prior to allowing occupancy of any structure. Providing these inspections would exceed the ability of many building departments. This proposed Mutual Aid Agreement would provide the ability to request building inspectors through the County Emergency Services system to assist Imperial Beach in evaluating structures and protecting our citizens from the dangers of unsafe buildings.

ANALYSIS:

Imperial Beach has only two staff members capable of performing the task of inspections after an event that could have caused damage to buildings and displaced the occupants. Having the Mutual Aid Agreement in place would allow the Community Development Department to request aid from surrounding communities. Those communities often have a much larger staff that could aid in the process of inspecting buildings and allowing the owners to return to the building.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Entering into this Mutual Aid Agreement would have no immediate fiscal impact to the City. In the event of a disaster, Imperial Beach would be responsible to reimburse the mutual aid communities for the services provided. But these costs would also be offset by FEMA if a disaster was officially declared.

RECOMMENDATION:

That the City Council adopt Resolution No. 2013-7406 authorizing the City to enter into a Mutual Aid Agreement to provide and receive emergency building inspection services in the event of an emergency or natural disaster.

Attachments:

1. Resolution No. 2013-7406
2. Mutual Aid Agreement from San Diego County

RESOLUTION NO. 2013-7406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE VARIOUS JURISDICTIONS OF SAN DIEGO COUNTY PROVIDING BUILDING INSPECTIONS SUPPORT IN THE EVENT OF AN EMERGENCY SITUATION OR NATURAL DISASTER.

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

WHEREAS, County of San Diego Office of Emergency Services, County of San Diego Planning and Development Services, and twelve (12) cities within the County have expressed a mutual aid interest in the establishment of a plan to facilitate and encourage Building Safety Inspection Mutual Aid Agreements throughout the County of San Diego; and

WHEREAS, the parties hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the parties whenever emergency personnel, equipment, and facility assistance is provided from another party's building inspectors and engineers to the other; and

WHEREAS, no party should be in a position of depleting unreasonably its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Article 14 (Section 8630 et seq.) of the Act; and

WHEREAS, all parties must use the Standardized Emergency Management System (SEMS) in order to be eligible for possible state funding of response-related personnel costs pursuant to activities identified in the California Code of regulation;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Imperial Beach as follows: that the City of Imperil Beach is hereby authorized to enter into an agreement as described in the attached Mutual Aid Agreement to provide and request emergency inspection services.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 16th day of October, 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

County of San Diego Operational Area Building Safety Inspection Mutual Aid Agreement

This Mutual Aid Agreement is made and entered into by those parties who have adopted and signed this agreement.

WHEREAS, County of San Diego Office of Emergency Services, County of San Diego Planning and Development Services, and twelve (12) cities within the County have expressed a mutual aid interest in the establishment of a plan to facilitate and encourage Building Safety Inspection Mutual Aid Agreements throughout the County of San Diego; and

WHEREAS, the parties hereto have determined that it would be in their best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the parties whenever emergency personnel, equipment, and facility assistance is provided from another party's building inspectors and engineers to the other; and

WHEREAS, no party should be in a position of depleting unreasonably its own resources, facilities, or services providing such mutual aid; and

WHEREAS, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Article 14 (Section 8630 et seq.) of the Act; and

WHEREAS, all parties must use the Standardized Emergency Management System (SEMS) in order to be eligible for possible state funding of response-related personnel costs pursuant to activities identified in the California Code of regulation;

In consideration of the conditions and covenants contained herein, the parties agree as follows:

1. For this Agreement, the following terms shall be ascribed the following meanings:
 - a. "Coordinator" shall mean the person designated by each party to act on behalf of that party on all matters relative to mutual aid, to include but not be limited to requests, responses, and reimbursement.
 - b. "Local Emergency" shall mean the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons or property within the territorial limits of one of the parties caused by human or natural conditions such as air pollution, fire, flood, storm, wind, earthquake, explosion, transportation accident, hazardous material problem, tsunami, sudden or severe energy shortage, epidemic, riot or other occurrences, other than conditions resulting from a labor controversy, which occurrences, or the immediate threat thereof, are likely to be beyond the control of the personnel, equipment, or facilities of that party to this Agreement and which personnel, equipment or facilities of the other party are therefore desired to combat.

- c. An "Operational Area" for the coordination of Building Safety Inspection Mutual Aid shall normally be a County and all the jurisdictions within the County that are parties to this Agreement. A different building safety inspection operational area may be established by the parties in some unique cases.
2. Coordinators designated by each party shall be designated by Title, Name, Address and Phone Number, and if said Coordinator changes, the other parties of the Agreement shall be notified in writing as soon as practical after the appointment has been made through the Agreement Coordinator designated in Paragraph 17 hereinafter.

For the Purpose of this agreement the Imperial Beach Coordinator shall be:

Gregory Wade, Community Development Director
825 Imperial Beach Blvd
Imperial Beach, CA 91932
619-628-1354 or

John Holden, Building Official
825 Imperial Beach Blvd
Imperial Beach, CA 91932
619-628-1357

3. When a local emergency has been proclaimed by a party's governing body or authorized official, the Coordinator may request assistance.
4. When request for assistance is received, the assisting Coordinator shall promptly advise of the extent of response, provide whatever personnel, equipment, and/or facilities are available without jeopardizing the safety of persons or property within their jurisdiction. No party receiving a request for assistance shall be under any obligation to provide assistance or incur any liability for not complying with the request.
5. When the assisting Coordinator's personnel, equipment, and/or facilities are no longer required or when the assisting Coordinator advises that the resources are required within their own jurisdiction, the requesting Coordinator shall immediately arrange for the return of those resources.
6. Requesting party shall be responsible for the safekeeping of the resources provided by the assisting party. The requesting Coordinator shall remain in charge of the incident or occurrence and shall maintain control and direction of the resources provided by the assisting party. The request may include providing supervisory personnel to take direct charge of the resources under the general direction of the requesting Coordinator. The requesting Coordinator shall make arrangements for feeding, assisting personnel, fueling, servicing, and repair of equipment if such support is requested by the assisting Coordinator. Assisting party's personnel shall not be deemed employees of requesting party and vice versa.

7. The requesting party agrees to pay all direct, indirect, administrative and contracted costs of assisting party incurred as a result of providing assistance pursuant to this Agreement, based upon standard rates applicable to assisting party's internal operations. Payment shall be made within sixty (60) days after receipt of a detailed invoice. Payment may be delayed if agreed upon by both parties. Requesting party shall not assume any liability for the direct payment of any salary or wages to any officer or employee of the assisting party.

8. DEFENSE AND INDEMNIFICATION

8.1 Claims Arising from Sole Acts or Omissions of a Party

Each Party to this MOU hereby agrees to defend and indemnify the other Parties to this MOU, their agents, officers and employees, from any claim, action or proceeding against another Party, arising solely out of its own acts or omissions in the performance of this MOU. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this MOU. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

8.2 Claims Arising From Concurrent Acts or Omissions

The Parties hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 4 below.

8.3 Joint Defense

Notwithstanding paragraph 8.2 above, in cases where Parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of said Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 8.4 below. Parties further agree that no Party may bind the others to a settlement agreement without the written consent of the others.

8.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties: Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

9. This agreement shall in no way abrogate or waive any of the immunities available under Federal, State and local law and regulations, including

but not limited to the California Emergency Services Act, Government Code sections , et, seq.

10. When mutual aid is provided, the requesting and assisting agencies, will keep account records of the personnel, equipment, mileage, and materials provided as required by Federal and State law, the California Disaster Assistance Act, and FEMA guidelines to maximize the possibility of Federal and State disaster reimbursement. Each Party shall have access to another Party's records for this purpose.
11. This agreement shall take effect immediately upon its execution and shall remain in effect until terminated.
12. Any party may withdraw from this agreement without cause upon delivery of ninety (90) days prior written notice to the Agreement Coordinator designated in Paragraph 17 below.
13. To the extent that they are inconsistent with this agreement all prior agreements for Building Safety Inspection Mutual Aid between the parties are hereby null and void.
14. Requests for mutual aid assistance under this agreement when more than one city is impacted by a disaster will be channeled through the County of San Diego Office of Emergency Services to ensure maximum effectiveness in allocating resources to the highest priority needs.
15. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
16. This agreement in no way acts to abrogate or waive any immunity available under the Tort Claims Act.
17. The County of San Diego Planning and Development Services shall act as the initial Agreement Coordinator of this program for the purpose of:
 - a. Receipt of new members to the agreement.
 - b. Maintaining a current list of signatory parties and representatives.
 - c. Circulating annually a list of all parties and representatives to all signatory parties.
 - d. Arranging for amendments to agreement as may be necessary.

The party acting as Agreement Coordinator may transfer these responsibilities to another party with the consent of that party and upon notification of the other parties to the agreement

18. All signatory parties agree that any other qualified public agency or quasi-public agency may become a party to this agreement by executing a

duplicate copy of this agreement and sending same to the Agreement Coordinator, initially the County of San Diego Department of Planning and Development Services, addressed as follows:

The San Diego County Planning and Development Services
County of San Diego
5510 Overland Ave, Suite 110
San Diego, California 92123
Attention: Mutual Aid Coordinator

IN WITNESS THEREOF, the parties hereto have executed this agreement by their duly authorized officers on the dates hereinafter indicated.

This Mutual Aid Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Attest

Holly Crawford
Director, Office of Emergency Services
County of San Diego

By: _____ Date: _____

Mark Wardlaw
Director, Department Planning and Development Services
County of San Diego

By: _____ Date: _____

Gregory Wade
Community Development Director
City of Imperial Beach

By: _____ Date: _____

Approved as to form:
Office of County Counsel
County of San Diego

By: _____

Date: _____



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: OCTOBER 16, 2013

ORIGINATING DEPT.: PUBLIC WORKS *AH*

SUBJECT: RESOLUTION NO. 2013-7405 ACCEPTING A STATE WATER RESOURCES CONTROL BOARD GRANT IN THE AMOUNT OF \$40,000 FOR A PROJECT IN THE TIJUANA RIVER WATERSHED FOR THE DETECTION, MAPPING, AND COMMUNICATION OF SOLID WASTE POLLUTION SOURCES AND APPROPRIATING THE \$40,000 TO FY 2013-14 BUDGET ACCOUNT NUMBER 101-5050-535-XXXX

EXECUTIVE SUMMARY:

On June 19, 2013 City Council provided authorization to receive Cleanup and Abatement grant funds from the State Water Resources Control Board for a research project in the Tijuana River Watershed to identify and map illegal trash sites in Mexico hereby referred to for City accounting purposes as "Trash Study FY13-14". This current resolution is a procedural step that is necessary in order to receive and appropriate these grant funds into the FY 2013-14 budget.

BACKGROUND:

On June 19, 2013 the City Council passed Resolution 2013-7349 authorizing the Public Works Director to sign a grant agreement with the State Water Resources Control Board (SWRCB) to receive grant funds up to \$40,000 for a project in the Tijuana River Watershed for the Detection, Mapping, and Communication of Solid Waste Pollution Sources. This research project is being performed by Oscar Romo from the University of California San Diego and Alpha Forma LLC. The grant agreement in Attachment 2 was signed by the Public Works Director on June 28, 2013. The effective date for the grant is June 1, 2013 through May 1, 2014.

The purpose of this grant project is to produce a comprehensive record of dump sites in Tijuana that pollute the receiving waters in the Tijuana River Valley. This record will serve as a technical implementation tool that will be used to affect policy change toward the eventual eradication of illegal dumping practices in Tijuana; thereby reducing the volume of solid waste that impairs and endangers valuable natural and cultural resources in the Tijuana River Valley. The research strategy for this project includes direct observation in the field and GIS spatial analysis of dumpsite locations, including the geography and hydrology of coastal canyons. Data collected will be shared with stakeholders and decision makers on both sides of the U.S.-Mexico international border. This project was designed in accordance with the implementation component of the Tijuana River Valley Recovery Strategy and builds upon the results of Alpha Forma's 2010-2011 Trash-Tracking Study conducted in the Los Laureles/Goat Canyon for the City of Imperial Beach.

ANALYSIS:

To receive these funds into the City's financial system City Council must formally accept these grant funds from SWRCB and appropriate these funds towards the scope of work outlined in the grant.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The State Water Resources Control Board has awarded up to \$40,000 from the Cleanup and Abatement Account fund, which includes \$4,000 to cover City expenses for grant administration.

RECOMMENDATION:

1. Receive this report.
2. Adopt Resolution No. 2013-7405 accepting the \$40,000 in Cleanup and Abatement Account grant funds from the SWRCB for the Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley and appropriating the \$40,000 into the FY 2013-14 budget account number 101-5050-535-XXXX for the Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley (Trash Study FY13-14) project grant number GRT037

Attachments:

1. Resolution No. 2013-7405
2. SWRCB Agreement No. 13-404-550 (C/A 363)

RESOLUTION NO. 2013-7405

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, ACCEPTING A STATE WATER RESOURCES CONTROL BOARD GRANT IN THE AMOUNT OF \$40,000 FOR A PROJECT IN THE TIJUANA RIVER WATERSHED FOR THE DETECTION, MAPPING, AND COMMUNICATION OF SOLID WASTE POLLUTION SOURCES AND APPROPRIATING THE \$40,000 TO FY 2013-14 BUDGET ACCOUNT NUMBER 101-5050-535-XXXX

WHEREAS, the Tijuana River Valley is increasingly threatened by storm water flows that contain trash and high concentrations of other urban, agricultural and industrial pollutants carried from Mexico by the Tijuana River and its tributaries; and

WHEREAS, the City previously administered the Los Laurels Trash Tracking Study completed in 2011 funded by the State Water Resources Control Board's (SWRCB) Cleanup and Abatement Account; and

WHEREAS, the work on the Los Laureles Trash Tracking Study was completed by Oscar Romo from UCSD and Alpha Forma LLC which brought bi-national attention to the problem of illegal trash dump sites in Los Laureles Canyon and helped facilitate important policy actions on solid waste management in Tijuana; and

WHEREAS, the State Water Resources Control Board would like to build upon the success of the Los Laurels Trash Tracking Study and continue solid waste management efforts into Los Sauces (Yogurt Canyon) and Matadero (Sumugger's Gulch); and

WHEREAS, the State Water Resource Control Board has provided a \$40,000 grant from the Cleanup and Abatement Account fund for these efforts; and

WHEREAS, the City Council authorized the Public Works Director in Resolution No. 2013-7341 to sign a grant agreement with the State Water Resource Control Board to receive \$40,000 in Cleanup and Abatement Account grant funds for the Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley project; and

WHEREAS, the grant agreement has been signed and delivered to the City of Imperial Beach.

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 City accepts the \$40,000 in Cleanup and Abatement Account grant funds from the SWRCB for the Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley
3. The \$40,000 is appropriated into the FY 2013-14 budget account number 101-5050-535-XXXX for the Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley (Trash Study FY13-14) project grant number GRT037.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of October 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

FOR STATE USE ONLY
DGS REGISTRATION NO. EP1296032

**CLEANUP AND ABATEMENT ACCOUNT
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"
AND**

City of Imperial Beach, hereinafter called "Grantee"

Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley, hereinafter called "Project"

AGREEMENT NO. 13-404-550 [C/A 363]

WHEREAS:

1. The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Water Code §13440 et seq

2. The Grantee has applied for funding from the State Water Pollution Cleanup and Abatement Account (CAA) and has been determined by the State Water Board to be eligible for funding of cleanup and abatement activities pursuant to California Water Code, Division 7, Chapter 6, Article 3, sections 13440 et seq. This funding shall be used to cleanup waste or abate the effects of waste on waters of the state. Pursuant to these provisions of the Water Code the Grantee may obtain funding for reasonable and necessary costs of cleanup and abatement activities incurred on or after July 1, 2013 with all work to be completed by May 1, 2014; and

- A. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

State Water Board	Grantee: City of Imperial Beach
Name: Mark Magtoto, Grant Manager	Name: Hank Levien, Project Director
Address: 1001 I Street 16 th Floor	Address: 825 Imperial Beach Boulevard
City, Zip: Sacramento, CA 95814	City, Zip: Imperial Beach, CA 91932
Phone: (916) 341-5481	Phone: (619) 628-1369
Fax: (916) 341-5707	Fax: (619) 429-4861
e-mail: mmagtoto@waterboards.ca.gov	e-mail: hlevien@imperialbeachca.gov

- B. Direct all inquiries to:

State Water Board	Grantee: City of Imperial Beach
Section: Division of Financial Assistance	Section:
Attention: Lola Barba, Program Analyst	Name: Chris Helmer, Grant Contact
Address: 1001 "I" Street, 17th Floor	Address: 825 Imperial Beach Boulevard
City, Zip: Sacramento, CA 95814	City, Zip: Imperial Beach, CA 91932
Phone: (916) 341-5638	Phone: (619) 628-1370
Fax: (916) 341-5296	Fax: (619) 429-4861
e-mail: lbarba@waterboards.ca.gov	e-mail: chelmer@imperialbeachca.gov

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes should not require an amendment to this Grant agreement.
- D. The maximum amount payable under this agreement shall not exceed FORTY THOUSAND DOLLARS (\$40,000.00).

City of Imperial Beach
State Water Board Grant Agreement No. 13-404-550
[C/A 363]
Page 2 of 13

E. In the event the Grantee receives or will receive funds from other sources for work completed under this Grant Agreement, the State Water Board reserves the right to request repayment of funds.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL CONDITIONS

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

Signature on File
By: _____
Grantee Signature

Signature on File
By: _____
Elizabeth L. Haven, Deputy Director
State Water Resources Control Board,
Division of Financial Assistance

HANK LEUIEN
Grantee Typed/Printed Name

7/3/13
Date

Public Works Director 6/28/13
Title and Date

Reviewed by: [Signature]
Office of Chief Counsel 6-26-13
Date:

EXHIBIT A
SCOPE OF WORK

BACKGROUND:

The Tijuana River Valley is increasingly threatened by storm water flows that contain trash and high concentrations of other urban, agricultural and industrial pollutants carried from Mexico by the Tijuana River and its tributaries. The purpose of this project is to implement a strategy for the reduction of solid waste pollution sources in Tijuana, Mexico that threaten water quality, affecting human life and aquatic plant and animal life in the Tijuana River Valley; this includes the National Estuarine Research Reserve (TRNRR) located in Imperial Beach. The reserve encompasses beach, dune, mud flat, salt marsh, riparian, coastal sage and upland habitats and is home to eight threatened and endangered species, including the Light-footed clapper rail, California least tern, Least Bell's vireo, salt marsh bird's beak, cordgrass, white and brown pelicans, and numerous shorebirds.

A. WORK TO BE PERFORMED BY GRANTEE

1. Produce Comprehensive Record of Uncontrolled Open Dump Sites that drain into the Tijuana River Valley Flood Plain
 - Conduct field observations, scout and record locations and attributes of illegal open dumpsites that drain trash into the Tijuana River Valley
 - Produce Geographic Information System (GIS) mapping of dumpsites in Los Sauces/Yogurt and Matadero/Smuggler's Gulch Canyons
 - Create database of dumpsite attributes including Geo-location, Land-use, Soil conditions, Siting and drainage, Trash attributes (ex: industrial, commercial, household, hospital) and Estimated volumes
2. Coordinate and Host Community Outreach and Public Agency Meetings
 - Publish and distribute maps and reports to stakeholders and decision makers
 - Address issue of trash problem with municipal agencies
 - Discuss alternatives to illegal dumping and Best Management Practice's (BMP's) with community members
3. Facilitate Implementation of Public Policies
 - Host meetings with municipal agencies
 - Share information with community
 - Provide solutions
 - Advise agencies on policy development
 - Public presentations (Border 2020, Tijuana River Valley Recovery Team (TRVRT) Quarterly Workshops)
 - Media coverage

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	WORK TO BE PERFORMED BY GRANTEE		
1.	Produce Comprehensive Record of Uncontrolled Open Dump Sites that drain into the Tijuana River Valley		
	Photo documentation of dumpsites		10/01/2013
	GIS map of dumpsites		10/01/2013
	Database updates		Quarterly
	Copy of Final Database		12/01/2013
2.	Coordinate and Host Community Outreach and Public Agency Meetings		
	Published Maps and Reports		Quarterly
3.	Facilitate Implementation of Public Policies		
	Presentation and Meeting Materials		As Needed
	Summary of public policies implemented or developed		4/01/2014
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	INVOICE PACKAGES		
1.	Invoices		Quarterly Accompanies Progress Report
E.	REPORTS		
1.	Progress Reports		Quarterly Accompanies Invoice
2.	Draft Project Report	4/01/2014	
3.	Final Project Report	5/01/2014	

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICE PACKAGES

1. No disbursement under this Grant Agreement will be made except upon receipt of an acceptable Standard Form Payment Request duly executed by or on behalf of the Grantee. The Grantee's duly authorized representative, who has been approved by the State Water Board, must execute all Payment Request forms. A Payment Request form must accompany all invoice packages. The original invoice packages shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Line E (1) of this exhibit. The address for submittal is:

Mark Magtoto, Grant Manager
State Water Resources Control Board
Division of Financial Assistance
P. O. Box 944212
Sacramento, CA 94244-2120
2. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by the State Water Board that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board's Grant Manager.
3. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
4. Grantee shall provide proof of payment to the consultant or contractor for each invoice submitted for payment under this Grant. If the grantee is not able to demonstrate proof of payment, the State Water Board, at its discretion, may issue two-party checks for the payment of costs identified in Exhibit B, Budget. The two-party checks will require the endorsement of both Grantee and the company providing the services.
5. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain ten percent (10%) of the grant amount specified in this Agreement until "Notice of Completion/Final Inspection" from local regulatory agency of the Project is received.
6. The invoice shall contain the following information:
 - a. The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);
 - b. The date of the invoice and the time period covered by the invoice, i.e., the term "from" and "to";
 - c. Printed name of the consultant or contractor;
 - d. Business address of the consultant or contractor, including P.O. Box, City, State, and Zip Code;
 - e. Printed name of the Grantee;
 - f. The number of the Agreement upon which the invoice is based;
 - g. The site address (location) where the work was performed.

- h. All subcontractor(s) invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the consultant/contractors invoice. All subcontractor(s) must have current and active license with California State Contractors License Board;
 - i. Original signature and date (in ink) of Grantee or its authorized representative.
 - j. An itemized account of the work for which the Grantee is seeking payment:
 - A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
 - The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the tasks specified in the Budget.
 - The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this Agreement; and
7. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN May 15, 2014.
8. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2013-14 fiscal year ending June 30, 2014 shall not exceed FORTY THOUSAND DOLLARS (\$40,000.00).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

C. LINE ITEM BUDGET

Personnel Services

Grant Administrator

\$ 4,000

Professional and Consultant (Data Collection/Field work/GIS mapping/Database Development, Principal Investigator, and Research Assistant)	\$36,000
TOTAL	\$40,000

D. BUDGET LINE ITEM FLEXIBILITY

1. **Line Item Adjustment(s).** Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.
2. **Procedure to Request an Adjustment.** Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. **Remaining Balance.** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

E. REPORTS

1. **PROGRESS REPORT.** Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager by the twentieth (20th) of the month following the end of the calendar quarter (March, June, September, and December).
 - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.
 - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. **DRAFT PROJECT REPORT.** Prepare and submit to the Grant Manager a draft Project Report for review and comment.
3. **FINAL PROJECT REPORT.** Prepare a final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft final Project Report. Submit one (1) reproducible master, and an electronic copy of the final.

4. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

F. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

G. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§1572-1573; Pen. Code, §§470, 489-490.)

EXHIBIT C
THE STATE WATER BOARD GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State Water Board.
4. **AUDIT:** Grantee agrees that the State Water Board, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the use of grant funds or performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
5. **CHILD SUPPORT COMPLIANCE ACT:** Grantee acknowledges that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
6. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. This includes, but is not limited to, compliance with any applicable requirements contained in directives or orders issued pursuant to Division 7 of the Water Code.
7. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
10. **DISPUTES:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Grantee shall submit to the Deputy Director of the DFA a written demand for a final decision. The decision of the Division, or his or her authorized representative, shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days of the date of the Division decision, the State Water Board's Executive Director receives a written appeal. The Grantee's written appeal shall be fully supported by any factual information Grantee desires to be considered in the decision. The

Executive Director's decision shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

11. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (commencing with Section 8350 of the Government Code) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace,
 - 2) the organization's policy of maintaining a drug-free workplace,
 - 3) any available counseling, rehabilitation, and employee assistance programs, and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed project will:
 - 1) receive a copy of the organization's drug-free workplace policy statement, and
 - 2) agree to abide by the terms of the statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments or termination of the grant or both, and Grantee may be ineligible for award of any future state grants if it is determined that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above.

12. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
13. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **GRANT MODIFICATIONS:** The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the State Water Board a written statement setting forth the disagreement with the change.
15. **GRANTEE'S RESPONSIBILITIES FOR WORK:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

16. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
17. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the state.
18. **INSPECTION:** Throughout the term of this Agreement, the State Water Board shall have the right to inspect the project area to ascertain compliance with this Agreement.
19. **INSURANCE:** Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days' prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
20. **NONDISCRIMINATION:** During the performance of this Project, the Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, or denial of family-care leave. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work at this Project.
21. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaken established herein.
22. **NOTICE:** The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State Water Board's representatives. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
23. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the

purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

24. PAYEE DATA RECORD FORM (Std. 204). The Grantee must complete the Payee Data Record Form.
25. PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT: The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code § 4477.) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
26. PREVAILING WAGES AND LABOR COMPLIANCE: If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code are being met.
27. RELATED LITIGATION: Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
28. TERMINATION, IMMEDIATE REPAYMENT, INTEREST: This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.

29. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
30. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
31. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.
32. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Personnel Administration. These rates may be found at <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: OCTOBER 16, 2013

ORIGINATING DEPT.: CITY MANAGER'S DEPARTMENT
GREGORY WADE, ASSISTANT CITY MANAGER *GW*

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-7403 APPROVING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT (BID) ANNUAL REPORT FOR FISCAL YEAR 2012-2013 AND SETTING A PUBLIC HEARING TO CONSIDER LEVYING THE BID ASSESSMENT FOR FISCAL YEAR 2013-2014

EXECUTIVE SUMMARY:

City staff is requesting adoption of Resolution No. 2013-7403 approving the Annual Report of the Imperial Beach Business Improvement District (the "BID") and setting a public hearing to consider levying the annual BID Assessment for Fiscal Year 2013-2014. State law requires a two-step process during which the BID's Annual Report is considered (approved or approved as modified) at a City Council meeting (the first step) a time is set for a noticed public hearing at which another resolution is adopted levying the annual assessment for the fiscal year (the second step). This meeting is the first step in this two-step process.

BACKGROUND:

The Imperial Beach Business Improvement District (BID) 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.

The City collects annual assessments for the benefit of the District. The Parking and Business Improvement Area Law of 1989 requires the Advisory Board of the BID to submit an annual report to the City Council that includes the following:

1. Any proposed changes in the boundaries of the parking and business improvement area or in any benefit zones within the area.
2. The improvements and activities to be provided for that fiscal year.
3. An estimate of the cost of providing the improvements and the activities for that fiscal year.
4. The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
5. The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
6. The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

The attached Annual Report is included in Attachment 2 and addresses and outlines the BID's goals and budgets for Fiscal Year 2012-2013 and Fiscal Year 2013-2014. An annual Fiscal Report is also required which has been prepared and submitted again this year by Nakawatse & Company, CPA, and submitted to the city (see Attachment 3).

State law requires a two-step process. At this first meeting, the Annual Report is considered (approved or approved as modified) and a time is set for a future noticed public hearing to adopt a resolution to levy the annual assessment for the fiscal year. This meeting is the first step in following this two-step process.

ANALYSIS:

The BID Annual Report is in compliance with State Law and covers the issues required. The annual BID Agreed Upon Procedures Engagement for Fiscal Year 2012-2013 (the "Review Report") was, once again, prepared by Nakawatase and Company, CPA. It is specifically noted that the Review Report is not a full audit but rather a compliance review by a CPA of the items contained in an Agreement with the BID from 2005. The cover letter to the Review Report, dated August 22, 2012, stated that they "found no material exceptions" but also stated that "some items of note are detailed in the Review Report." This Review Report was provided to City staff on Friday, October 4, 2013, and, therefore, there was insufficient time for staff to comprehensively fully review the report prior to the drafting of this staff report.

The Review Report contains a list of comments and recommendations under the Agreed Upon Procedures. Among the noted procedures, is the requirement to Compare Assessment Fees deposited with the City's record of checks issued. The Review Report makes the following comments under this procedure:

- a) There are 2 deposits recorded for this reporting period from the City of Imperial Beach. The report from the City of Imperial Beach shows a 3rd check that they have dated 6/30/13. There is usually a difference of about a week between the date the check is written by the city and the date the deposit is recorded. The July bank statement was not provided to verify the deposit.

- b) There is a deposit of \$13,642.50 made on 11/20/12. It is notated BID fees, but it did not come from the City of Imperial Beach. It looks like it came from the Chamber of Commerce. The BID budget shows a BID deposit of \$27,285 and a corresponding check for \$13,643 payable to the Chamber of Commerce. These are not on the City of Imperial Beach report provided for the BID activity. While the result is the same, the deposit of \$27,285 and the check for \$13,643 entered are not the actual transactions that took place. We recommend the data entered be exactly the same as the actual transactions for cleaner accounting of funds.

Staff notes that this is discussed in BID's Annual Report and believes this was simply an oversight as the BID splits the fees provided to them with the Chamber of Commerce. City staff is satisfied that, as noted in the Review Report, the end result was the same and that no further action is required.

In the past, concerns have been raised about the BID's accumulation of a fairly large reserve. This appears to be the case again this year with an increase in the carryover reserve of over \$10,000. Since the purpose of a BID is to benefit the businesses being assessed, the accumulation of a large reserve is not consistent with the intent of a Business Improvement District and, therefore, should be discouraged. According to the Review Report, at the end of last fiscal year the reserve carryover was \$20,484 (the budget provided by the BID indicates the carry-over as \$20,460). At the end of Fiscal Year 2012-2013, the reported reserve carryover increased to \$30,524 (the budget provided by the BID indicates a \$30,499 carry-over). It appears that this was due, in part, to unexpended but budgeted items including Holiday Flags (\$5,000), Business Exposition (\$1,250), and Event Promotion (\$3,700) and other unexpected but budgeted items totaling another \$6,209.

As has been encouraged in past years, the BID is again encouraged to make every effort to expend funds for their intended purpose. As noted above, several budgeted programs in the last fiscal year were not undertaken. The BID Fiscal Year 2013-2014 Budget anticipates total expenses of \$53,275 against income plus cash reserves of \$58,999 for a projected carry-over into Fiscal Year 2014-2015 of only \$5,724. Staff recommends that the City Council encourage the BID to meet these budget goals.

The assessments for the BID will not change this Fiscal Year. They have not changed since adoption of the District and were described as follows in the original Ordinance (96-907) as follows:

Zone 1 – Highway 75/Palm Ave, Old Palm Ave and Seacoast

Zone 2 – Thirteenth St. Business Corridor and around Imperial Beach Blvd and side streets, and Bayside Business Area

<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

Please note that, this year, City staff has made some minor clean-up changes in the adopting resolution to more accurately list property addresses that are within and are assessed for the BID. Those changes are clerical in nature, not substantive, and are included in Resolution No. 20130-7403.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

RECOMMENDATION:

That the City Council:

1. Receive public testimony and accept or accept as modified the written and verbal report from the BID Advisory Board on the Fiscal Year 2012-2013 Annual Report and Fiscal Year 2013-2014 budget and proposed activities;
2. Request that the BID seek to meet its budget goals for Fiscal Year 2013-2014; and
3. Adopt Resolution 2013-7403 setting a public hearing for November 7, 2012 to consider levying the Fiscal Year 2012/2013 assessment for the BID.

Attachments:

1. Resolution No. 2013-7403
2. Fiscal Review by Nakawatase and Company, CPA
3. BID Fiscal Year 2012-2013 Annual Report and Fiscal Year 2013-2014 Budget

RESOLUTION NO. 2013-7403

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT REPORT AND DECLARING ITS INTENTION TO LEVY AN 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 has considered said report from the advisory board.

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

Section 1. Pursuant to the Law, the City Council hereby declares its intention to levy and collect assessments within the 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	600-799
2.	Delaware Street	600-799
3.	8 th Street	600-799
4.	9 th Street	600-799
5.	10 th Street	600-799
6.	11 th Street	500-799
7.	12 th Street	500-799
8.	13 th Street	500-799
9.	Emory Street	600-799
10.	Florence Street	500-799
11.	Florida Street	500-799
12.	Highway 75	500-1373
13.	Palm Avenue	700-1373

Sub-District #2/Old Palm Avenue

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

Sub-District #3/Seacoast Drive

	<u>STREET</u>	<u>ADDRESS SERIES</u>
1.	Seacoast Drive	600-1099
2.	Palm Avenue	000-199
3.	Dahlia Avenue	000-199
4.	Donax Avenue	000-199
5.	Daisy Avenue	000-199
6.	Date Avenue	000-199
7.	Elm Avenue	000-199
8.	Evergreen Avenue	000-199
9.	Elder Avenue	000-199
10.	Elkwood Avenue	000-199
11.	Ebony Avenue	000-199
12.	Imperial Beach Blvd.	000-199

Sub-District #4/13th Street Business Corridor

	<u>STREET</u>	<u>ADDRESS SERIES</u>
1.	Imperial Beach Blvd.	900-1489
2.	9 th Street	801-1099
3.	13 th Street	801-1099
4.	Emory Street	801-1099

Sub-District #5/Bayside Businesses

	<u>STREET</u>	<u>ADDRESS SERIES</u>
1.	Cherry Avenue	700-1099
2.	Boulevard Avenue	700-800
3.	Boulevard Avenue	1100-1199
4.	Basswood Avenue	700-799

The assessments for the District in Fiscal Year 2012-2013 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

<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 in Fiscal Year 2012-2013 and those to be provided for Fiscal Year 2013-2014.

Section 4. The purpose of forming the District as a parking and business improvement area under the Law, and continuing to levy and collect assessments, is to provide revenue to defray the costs of services and programs as authorized by Ordinance No. 96-907 establishing the District and which will benefit businesses in the area, including any of the following:

- A. The acquisition, construction, or maintenance of parking facilities for the benefit of the area;
- B. The decoration of any public place in the area;
- C. Promotion of public events which are to take place on or in public places in the area;
- D. Furnishing of music or entertainment in any public place in the area;
- E. The general promotion of business activities in the area.

Section 5. Pursuant to Streets & Highways Code Section 36534, notice is hereby given that **November 6, 2013 at the hour of 6:00 p.m., in the City Council Chambers of the Civic Center, 825 Imperial Beach Boulevard, Imperial Beach, California is fixed as the time and place when the City Council shall conduct a public hearing** where any and all persons having any desire to be heard may appear and state their views on the levy of the proposed assessment.

Written and oral protests may be made at the public hearing. The form and manner of protests shall comply with Sections 36524 and 36525 of the California Streets and Highways Code.

Section 6. The Clerk is hereby directed to give notice of the public hearing by causing this resolution of intention to be published once in a newspaper of general circulation in the city not less than seven days before the public hearing.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 16th day of October, 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**Imperial Beach Chamber of Commerce
Business Improvement District**

Agreed Upon Procedures Engagement

For the

Fiscal Period Ended

June 30, 2013

Nakawatase & Co, CPAs

923 Seacoast Drive

Imperial Beach, CA 91932

619-423-7093

www.BeachCPAs.com

NAKAWATASE & COMPANY

Certified Public Accountants

923 Seacoast Drive • Imperial Beach, CA 91932-2401

(619) 423-7093 • FAX 423-8857

Chamber of Commerce
Imperial Beach Business Improvement District Association
702 Seacoast Drive
Imperial Beach, CA 91932

October 3, 2013

We have performed the procedures described below, which were agreed to by the Imperial Beach Business Improvement District Association, a division of the Imperial Beach Chamber of Commerce (the BID) and the City of Imperial Beach (the City), solely to assist you in evaluating the complying with the agreed upon procedures for the fiscal period ended June 30, 2013, in the areas addressed. The BID's Board is responsible for its financial records, internal controls and compliance with the City's Agreement dated July 6, 2005. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified parties in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and the associated findings are as follows:

1. Cash Receipts and Revenues

- We inspected all of the recorded receipts to determine if these receipts were properly described and classified in the accounting records in accordance with the BID's policies and procedures and City's requests.
- We inspected all of the recorded receipts to determine if these receipts were recorded in the proper fiscal year.
- We made inquiries and performed substantive procedures to determine if revenue collection and retention or remittances were supported by budget.
- We investigated changes in the budget and actual funds to ensure that revenues were classified properly in the BID's accounting records.

- We made inquiries of management pertaining to the BID's policies for accountability and security over documents issued for money.
- We found no material exceptions as a result of the procedures; however some items of note are detailed in the Review Report.

2. Disbursements and Expenditures

- We inspected all of the disbursements to determine if these disbursements were properly described and classified in the accounting records in accordance with the BID's policies and procedures and regulations, were bona fide disbursements of the BID, and were paid in conformity with the Agreement dated July 6, 2005 (partial copy of said agreement following).
- We inspected all of the disbursements to determine if these disbursements were recorded in the proper fiscal year.
- We compared current year expenditures to those of the Budget.
- We found no material exceptions as a result of the procedures; however some items of note are detailed in the Review Report.

3. Reconciliations

- We obtained monthly reconciliations prepared by the BID for the periods ended July 1, 2012 through June 30, 2013 and inspected selected reconciliations of balances in the BID's accounting records to those actual bank statements.
- We found no material exceptions as a result of the procedures.

4. Schedule of City of Imperial Beach Assistance

- We obtained a copy of the schedule of the City's assessments to the BID for the period ended June 30, 2013. These amounts agreed to the receipts deposited into the BID's checking account.
- We found no exceptions as a result of the procedures. There is however a timing difference at the end of the fiscal year whereas the City of Imperial Beach sends a check to the BID who records and deposits it in the next fiscal year.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Imperial Beach Business Improvement District and the City of Imperial Beach and is not intended to be and should not be used by anyone other than these specified parties.

Nakawatase & Co, CPAs

Nakawatase & Co, CPAs

**Agreed Upon Procedures of the Imperial Beach Business Improvement
District/The Imperial Beach Chamber of Commerce and the City of
Imperial Beach**

*Consistent with the purpose of the Imperial Beach Business Improvement District and with the approved annual budget, the Association shall:

1. Implement the activities as specified in the BID Ordinance, such activities may include:
 - a. The acquisition, construction or maintenance of parking facilities for the benefit of the District.
 - b. Decoration of any public place in the District.
 - c. Promotion of public events, which are to take place on or in public places in the District.
 - d. Furnishing of music in any public place in the District.
 - e. The general promotion of business activities in the District.
2. Stimulate demand for goods and services available within the District.
3. Facilitate the beautification of public places within the District.
4. Facilitate cultural enhancement within the District.
5. Prepare an annual budget for submission to, review and approval by the City as specified in the Agreement.
6. Open an account in a financial establishment to deposit and transact all Association financial business consistent with the implementation of the District. All interest generated on the deposit of such funds shall be expended by the Association for the purposes herein specified.
7. Submit annual activity and progress reports to the City on or before the 1st of August, and provide the City with other information as requested.
8. Consult the City Council concerning changes in assessments, boundaries of the BID Ordinance.
9. Retain the records relative to this agreement for three years. Upon termination of this agreement, said records shall be turned over to the City; copies of the records may be kept by the Association.

*Excerpts from the Agreement dated July 6, 2005

**Agreed Upon Procedures – City of Imperial Beach “Audit Provisions”
Business Improvement District (BID) Operating Agreement
Period July 1, 2012 through June 30, 2013**

1. Review the check register for review period.

All checks listed on the register have cleared the bank statements with the following exceptions:

a) Checks #3211, 3220 and 3227 are noted VOID on the check register. They have not cleared the bank in this reporting period.

2. Review supporting documentation for all checks written.

Expenditures fall within the *Agreed Upon Procedures* with the following exceptions where more information is needed:

a) Check #3212 was dated and reported in June of last period. The supporting documents were not available for #3212 at that time. Those documents were included with this reporting period paperwork.

b) Checks #3208 & 3213 were reported in the prior period although cleared in the current reporting period. There is a single invoice which is duplicated and used for two payments to Art Kids of San Diego. We recommend paying unique invoices.

3. Compare Assessment Fees deposited with the City’s record of checks issued.

a) There are 2 deposits recorded for this reporting period from the City of Imperial Beach. The report from the City of Imperial Beach shows a 3rd check that they have dated 6/30/13. There is usually a difference of about a week between the date the check is written by the city and the date the deposit is recorded. The July bank statement was not provided to verify the deposit.

b) There is a deposit of \$13,642.50 made on 11/20/12. It is notated BID fees, but it did not come from the City of Imperial Beach. It looks like it came from the Chamber of Commerce. The BID budget shows a BID deposit of \$27,285 and a corresponding check for \$13,643 payable to the Chamber of Commerce. These are not on the City of Imperial Beach report provided for the BID activity. While the net result is the same, the deposit of \$27,285 and check for \$13,643 entered are not the actual transactions that took place. We recommend the data entered be exactly the same as the actual transactions for cleaner accounting of funds.

4. Scan Reports for anything else that might need clarification.

a) Nothing requiring clarification was noted this reporting period.

5. Compare budget to actual.

The budget period and review period are both 7/1/12 through 6/30/13.

- a) The budget spreadsheet does not have specific dates on the heading. It simply has 2012-2013.
- b) The budget spreadsheet has one small error. The \$100 for Website is in the Subset column, but not the Budget column and therefore is not included in the total expense calculation.

6. Review the Meeting Minutes.

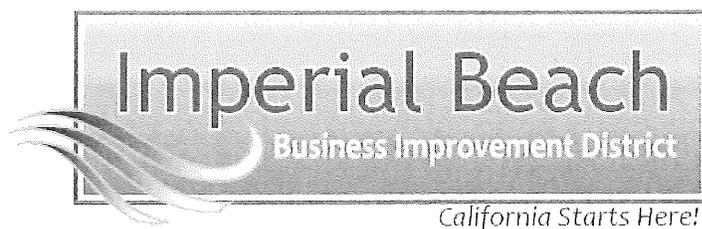
Upon review of the BID meeting minutes one discovery was made:

- a) In referencing the minutes to be approved, the group should motion for the minutes of the prior meeting, not the current one. (See July – November 2012 minutes)

Budget Review Report
 Business Improvement District
 Budget Comparison to Review Period

Budget Period: 2012 - 2013
 Review Period: 7/1/12 - 6/30/13

<u>INCOME</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>DIFFERENCE (\$)</u>
Carry Over from Prev Year	20,484		
BID Fees	27,500	21,245	(6,255)
Taste of IB	1,000	1,768	768
Grants	0	0	0
BID Fees from Chamber		13,643	13,643
Total Income	28,500	36,656	8,156
<u>EXPENSE</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>DIFFERENCE (\$)</u>
Bank Fees	0	0	0
BID Fees			
1/2 to IB CoC	13,750	10,623	3,128
Annual Audit	1,375	1,375	0
Paint the Box	8,000	7,230	770
Holiday Decorations	2,500	3,703	(1,203)
Holiday Flags	5,000	0	5,000
Taste of Imperial Beach	1,500	1,792	(292)
Taste of IB Advertising	0	0	
Sunset Celebration July	300	300	0
Sunset Celebration August	300	300	0
Sunset Celebration September	500	300	200
Sound-Christmas Comes to IB	500	250	250
Music-Beachfront BBQ	500	0	500
Sunset Celebration June	500	300	200
Business Exposition	1,250	0	1,250
Event Promotion	3,700	0	3,700
Postage	500		500
Printing & Reproduction	500		500
Miscellaneous	2,000	444	1,556
Website	100		100
Unbudgeted Line Items			
Light up IB Winners		0	0
Total Expenses	42,775	26,616	16,159
Net Income	(14,275)	10,040	
Reserve to Carry Over		30,524	



The Business Improvement District Association (BID) has promoted Imperial Beach as an active business community and visitor destination during the fiscal year of July 2012 to June 2013. The Paint the Box was progressively pursued to help beautify the Business Improvement District, including repainting boxes with corrosion or graffiti. The Sunset Concert Series was moved to the pavilion by the pier to run concurrently with the Farmer's Market, which was voted as the number 1 Entertainment in Imperial Beach, to bring more patronage to our city. Funds were spent to promote decorations during the Holiday Season at businesses, giving out awards for First, Second and Third place. The Season's Greetings sign was funded to replace the current sign on the Dempsey Center. The Taste of IB was held to promote businesses in Imperial Beach residents and visitors. While 2012-2013 was a busy year, the BID is excited about the prospects for our city going forward. With the completion of Pier South and Ocean 180, we expect more visitors to patronize our city and its businesses. The BID will be promoting Imperial Beach, producing over 100,000 visitor's brochures that will be distributed throughout Southern California and beyond, as a destination city.

Mike Osborne
Business Improvement District Chairperson



Annual report, fiscal year 01 July 2012 to 30 June 2013, and proposed budget, 01 July 2013 to 30 June 2014, 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, 2012 to June 30, 2013): See Attachment A
 - A) Per the accounting review a discrepancy was noted by the CPA. As noted there were only 2 deposits from the City of Imperial Beach instead of 3 that was dated 6/30/13 and given to the Chamber (BID) in November 2013. The missing deposit from the City of Imperial Beach for \$27,285 was actually incorrectly deposited by staff members into the Chamber of Commerce Account, then a check for \$13,643 was issued to the BID from the Chamber of Commerce instead of vice versus. The net affect was the same, however since that was what actually occurred that is how the transaction was recorded, rather than recording how it should have happened.
- 3) The BID accomplished (Jun 2012 – Jul 2013):
 - A) Promoting bring people into the district by:
 1. Continued the Paint the Box Program as part of our Beautification Project.
 2. Provided rewards for Light up IB business winners to promote visitors to Imperial Beach under the Beautification Project.
 3. Conducting a 4th of July concert.
 4. Conducting Sunset Celebration concerts. The Farmer's Market was voted the number 1 Entertainment in Imperial Beach in part due to the concert being conducted at the same facility.
 5. Providing music and promotion for Christmas Comes to IB.
 6. Paid for the new Season's Greetings sign on the Dempsey Center.
 7. Continuing to work with the City of Imperial Beach Public Works and CalTrans since March 2012 to find a suitable display of our National Colors along our business corridors.
- 4) Proposed improvements and activities with the estimate of the cost of providing the improvements and the activities proposed (July 1, 2013 to June30, 2014): See Attachment B
- 5) The BID plans on (for Jun 2013- Jul 2014):
 - A) Promoting bringing people into the district by:
 1. Conducting the Taste of IB, showcasing local businesses.
 2. Holding Concerts at the Pier (formerly Sunset Celebrations) during the summer months, possibly expanding the concert to 2 times a month due to popular demand.
 3. Producing a visitor's brochure for Imperial Beach, and plan on distributing an initial 50,000 brochures promoting Imperial Beach as a destination city throughout Southern

California and beyond, with another 50,000 brochures in reserve. These brochures are to be placed in Visitor's Centers, Hotels, Airports, Chambers of Commerce and more.

4. Providing music for Christmas Comes to IB.
- B) Helping the district beautification by:
 1. Providing the Paint the Box program.
 2. Providing Holiday Flags.
- 6) It is proposed to keep the assessment the same as last fiscal year.
- 7) Surplus from last fiscal year is \$30,499.
- 8) Contributions (July 1, 2011 to June 30, 2012) from sources other than assessments levied included:
 - A) Taste of IB Tickets \$1768

Mike Osborne
Business Improvement District Chairperson

Attachment A

BID Budget 2012-2013

Income		Budget		Actual		Difference (\$)	%
BID Fees		\$27,500		\$48,530		\$21,030	76%
	11/20/12			\$27,285			
	01/25/12			\$14,460			
	04/24/13			\$6,785			
Taste of IB		\$1,000		\$1,768		\$768	77%
	Ticket Sales			\$1,726			
	Ticket Sales			\$42			
Reconciliation		\$0		\$0		\$0	0%
Balance Forward		\$20,460		\$20,460		\$0	0%
Total Income		\$48,960		\$70,758		\$21,798	76%
Expense		Budget	Subset	Actual	Subset Cost	Difference (\$)	%
Administration/Operations		\$15,125		\$25,640		-\$10,515	-70%
	½ Fees to IB CoC		\$13,750				
11/20/12					\$13,643		
01/28/13	3233 IB Chamber				\$7,230		
04/18/13	3237 IB Chamber				\$3,392		
	Annual Audit		\$1,375				
08/29/12	3221 Nakawatase				\$1,375		
Parking Improvements		\$0		\$0			
Beautification/Special Projects		\$15,500		\$11,158		\$4,342	28%
	Paint the Box		\$8,000	\$7,230			
07/26/12	3214 D Williams				\$1,170		
08/06/12	3217 D Williams				\$535		
08/28/12	3219 D Williams				\$770		
03/12/13	3235 D Williams				\$685		
03/25/13	3236 D Williams				\$2,255		
04/22/13	3238 D Williams				\$1,815		
	Holiday Decorations		\$2,500	\$3,928			
10/10/12	3228 Dekra-Lite				\$2,087		
01/07/13	3230 Caldwell Banker	Lightup IB			\$250		
01/07/13	3231 Market to Market	Lightup IB			\$100		
01/07/13	3232 IB Forum	Lightup IB			\$50		
03/04/13	3234 Dekra-Lite				\$1,441		
	Holiday Flags		\$5,000				
General Promotions		\$4,100		\$3,242		\$858	21%
	Taste of IB 2012		\$1,500	\$1,792			
08/03/12	3216 JH Design	Advertising			\$175		
08/17/12	3218 Athena Hohenberg				\$509		
08/29/12	3222 JH Design				\$465		
08/30/12	3223 Athena Hohenberg				\$29		
09/18/12	3224 IB Printing				\$54		
09/18/12	3225 Eagle & Times				\$560		
	Sunset Celebration July 2012		\$300				
07/03/12	3205 Barry Ferrar				\$300		
	Sunset Celebrations Aug 2012		\$300				
08/03/12	3215 Tim Taylor				\$300		
	Sunset Celebrations Sept 2012		\$500				
09/18/12	3226 Bayou Borthers				\$300		
	Music – Christmas Comes to IB		\$500				

Attachment A

BID Budget 2012-2013

12/11/12	3229 Rich Reil				\$250			
	Music – Beachfront BBQ		\$500					
	Sunset Celebrations Jun 2013		\$500					
	3241 Bayou Brothers				\$300			
Special Events Promotions/Advertising		\$5,950		\$0			\$5,950	100%
	Business Exposition		\$1,250					
	Event Promotion		\$3,700					
	Xmas IB							
	Postage		\$500					
	Printing & Reproduction		\$500					
Reserves/Miscellaneous		\$2,000		\$444			\$1,556	78%
	Miscellaneous		\$2,000					
05/08/13	3239 City IB	Sunset Ce			\$300			
05/08/13	3240 City of IB	Sunset Cel Permits			\$144			
	Website		\$100					
Total Expenses		\$42,675		\$53,432			\$2,192	5%
Total Expenses								\$53,432
Cash Reserves Carried Over								\$30,499
Total								\$83,932
Notes:	Started the year with	\$20,460						
	and finished with	\$30,499						

Attachment B

BID Budget 2013-2014

Income		Budget	
BID Fees		\$27,500	
Taste of IB		\$1,000	
Total Income		\$28,500	
Cash Reserves Carried Over from Jun 2012- Jul 2013		\$30,499	
Total Income Plus Cash Reserves		\$58,999	
Budgeted Expense		Budget	Subset Cost
Administration/Operations		\$15,125	
	½ Fees to IB CoC		\$13,750
	Annual Audit		\$1,375
Parking Improvements		\$0	
Beautification/Special Projects		\$14,500	
	Paint the Box		\$8,000
	Holiday Decorations		\$1,500
	Holiday Flags		\$5,000
General Promotions		\$14,950	
	Brochure Distribution		\$10,000
	Taste of IB 2013		\$1,500
	Sunset Celebrations Permits		\$450
	Sunset Celebration Jul 2012		\$500
	Sunset Celebrations Aug 2012		\$500
	Sunset Celebrations Sept 2012		\$500
	Sound – Christmas Comes to IB		\$500
	Music – Beachfront BBQ		\$500
	Sunset Celebration June 2013		\$500
Special Events Promotions/Advertising		\$6,700	
	Event Promotion		\$3,700
	Postage		\$500
	Printing & Reproduction		\$2,500
Reserves/Miscellaneous		\$2,000	
	Miscellaneous		\$2,000
Budgeted Total Expenses		\$53,275	
Budgeted Cash Reserves to Be carried over		\$5,724	
Total Budgeted		\$58,999	



AGENDA ITEM NO. 6.2

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: OCTOBER 16, 2013

ORIGINATING DEPT.: PUBLIC WORKS *AH*

SUBJECT: RESOLUTION NO. 2013-7404 AWARDING A CONTRACT TO GRAPHIC SOLUTIONS, INC. FOR THE DESIGN AND CONSTRUCTION OF A HISTORIC RAILWAY INTERPRETIVE SIGN FOR BAYSHORE BIKEWAY ACCESS PROJECT (S12-101) AND AUTHORIZING THE USE OF RECREATIONAL TRAILS GRANT PLUS CITY MATCH FUNDS FOR THIS PURPOSE

EXECUTIVE SUMMARY:

This report recommends a contract be awarded to Graphic Solutions Inc. for the design and construction of an interpretive sign recognizing San Diego Arizona rail line that traverses the Bayshore Bikeway Access Project area. The proposed contract is not to exceed \$15,000.

BACKGROUND:

At the March 2, 2005, City Council/Redevelopment Agency meeting, City Council/Redevelopment Agency adopted Resolution No. 2005-6089 allocating \$41,080,700 to initiate city-wide physical improvements under a Five-Year Capital Improvement Program. Several projects within the Five-Year CIP addressed improvements to existing City facilities. In particular, one of the projects addressed was miscellaneous improvements to the Public Works Facility. The adopted Public Works Facility Project budget was \$676,000.

Over the course of the succeeding 8 years, the scope of the project was redefined from a Public Works facility upgrade with a new access to the Bayshore Bikeway to primarily a Bayshore Bikeway access project and associated enhancements. In 2009, due to the reduced Redevelopment Agency (RDA) income from the economic down turn and the threat of the State taking of RDA funds to balance the State budget, the construction money originally allocated for this project was withdrawn. In September 2009 City Council authorized the application for a Recreational Trails Program (RTP) grant for the construction of the project at a cost of \$518,166. While the RTP program manager thought this was a worthy project, they could not fund the project as proposed because the relocation of the refuse ramp was not an authorized expenditure under the grant parameters. The RTP program manager encouraged the City to reapply in a subsequent year but to exclude the relocation of the refuse ramp. In October 2010, City Council authorized staff to submit a new application for the RTP grant with the City paying for the refuse ramp relocation. On October 31, 2011, the City received notification that the Bayshore Bikeway Access Improvement project grant was funded at \$348,482. The City's

match was \$47,520. In September, 2012, the City and State signed an Agreement for the use of the grant funds for the period between June 1, 2012 through June 30, 2018.

On July 17, 2013, City Council awarded a construction contract with Sierra Pacific for the construction of the Bayshore Bikeway Access and Public Works Yard Renovation projects for \$413,456.00 (resolution no. 2013-7357). The preconstruction conference with the contractor and all other interested parties was held on Tuesday, July 30, 2013. The contractor estimates the construction will be complete about November 1, 2013. The landscape work by Urban Corps San Diego is expected to be complete by December 31, 2013. The remaining task is to design, construct and install the San Diego Arizona Railroad interpretive sign.

ANALYSIS:

A portion of the former San Diego Arizona Railroad traverses the project site's southern boundary. Currently a 45-foot wide railroad right-of-way exists extending from the east end to the west end of the project site. One of the conditions for the project's approval was the placement of an interpretive sign describing the history of the tracks. The constructed sign is to be positioned adjacent to the new Bayshore Bikeway spur currently under construction. The sign is to include photographs and text providing a brief description of this historic rail line.

For design and construction of the sign, staff requested a proposal from Graphic Solutions, Inc. because Graphic Solutions has designed and built similar signs in the area including one already in place on the Bayshore Bikeway north of Imperial Beach. See the attached photos (attachment 3) representing previous work in and around Imperial Beach. The proposed sign would be no larger than 36" X 48" and have a core-ten steel base with a porcelain enamel graphic panel. Attachment 2 contains the proposal from graphic solutions. Their proposed cost for the sign is \$14,715.00. Questions by staff and responses from Graphic Solutions are included as attachment 4. (Note: staff questions are shown in black. Graphic Solutions responses are shown in red.)

This portion of the project is being considered a "work of art" under Imperial Beach Municipal Code Section 3.04.250.E.

ENVIRONMENTAL DETERMINATION:

Resolution 2009-6800 approved the Mitigated Negative Declaration *SCH# 2009071093) for the expansion of the Public Works Yard at 495 10th Street (Bayshore Bikeway Access Improvement Project). Notice of Determination was filled September 4, 2009.

FISCAL IMPACT:

Revenue:

Bayshore Bikeway Access Project (RTP Grant)	\$348,482.00
Bayshore Bikeway Access Project (City Match)	<u>\$ 47,520.00</u>
TOTAL	\$396,002

Public Works Yard Renovation (City Fund)	\$242,480.00
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Expenditure:

<u>Bayshore Bikeway Access Project (RTP Grant)</u>	
Sierra Pacific West, Inc. (bid – Bikeway Access and change orders)	\$250,671.00

Urban Corps Landscape Installation	\$ 25,864.80
RBF (consultant engineer)	\$ 10,547.05
RBF (SWPPP Development & Monitoring)	\$ 17,000.00
Graphic Solutions (Railroad Interpretive Sign)	\$ 14,715.00
Jill Gardener Archeological Consultant	\$ 3,383.25
City Staff Administration/Inspection	<u>\$ 12,451.00</u>
TOTAL	\$334,632.10

<u>Public Works Yard Renovation (City Fund – 402 Account)</u>	
Sierra Pacific West, Inc. (bid – refuse ramp and change orders)	\$172,105.00
RBF (consultant engineer)	\$ 10,547.05
RBF+ CO addition of sidewalk on Cherry	\$ 5,900.00
City Staff Administration / Inspection	<u>\$ 8,222.00</u>
TOTAL	\$196,774.05

There is sufficient RTP Grant plus City Match to cover the costs of this interpretive railroad sign.

RECOMMENDATION:

1. Receive this report.
2. Approve the attached resolution.
3. Authorize the Manager to accept the proposal from Graphics Solutions for design and construction of the Bayshore Bikeway Access Improvement Project Railroad Interpretive Sign at an estimated cost of \$ 14,715.00.
4. Authorize the City Manager to sign a purchase order using RTP Grant plus City Match for the payment of this work.

Attachments:

1. Resolution No. 2013-7404
2. Proposal from Graphic Solutions
3. Photos of previous work by Graphic Solutions, Inc.
4. Questions to and Responses from Graphic Solutions, Inc.

RESOLUTION NO. 2013-7404

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED A CONTRACT TO GRAPHIC SOLUTIONS, INC. FOR THE DESIGN AND CONSTRUCTION OF A HISTORIC RAILWAY INTERPRETIVE SIGN FOR BAYSHORE BIKEWAY ACCESS PROJECT (S12-101) AND AUTHORIZING THE USE OF RECREATIONAL TRAILS GRANT PLUS CITY MATCH FUNDS FOR THIS PURPOSE

WHEREAS, in October 2010, City Council authorized staff to submit an application for the Recreational Trails Program (RTP) grant; and

WHEREAS, on October 31, 2011, the City received notification that the Bayshore Bikeway Access Improvement project grant was funded at \$348,482 with the City's match of \$47,520; and

WHEREAS, in September, 2012, the City and State signed an Agreement for the use of the grant funds for the period between June 1, 2012 through June 30, 2018; and

WHEREAS, on July 17, 2013, City Council awarded a construction contract with Sierra Pacific for the construction of the Bayshore Bikeway Access and Public Works Yard Renovation projects for \$413,456.00 (Resolution No. 2013-7357); and

WHEREAS, one of the conditions of the project was the placement of a railroad interpretive sign in the project area adjacent to the existing San Diego Arizona Railroad tracks; and

WHEREAS, now that the project has been funded and the construction contract is awarded, it is necessary for the City to procure the design and construction of a railroad interpretive sign; and

WHEREAS, Graphics Solutions has designed and constructed other high quality signs along the Bayshore Bikeway and throughout the San Diego region and;

WHEREAS, Graphics Solutions has submitted a proposal for the railroad interpretive sign at a cost of \$14,715.00; and

WHEREAS, Graphic Solutions, Inc. has proposed sign that would be no larger than 36" X 48" and have a core-ten steel base with a porcelain enamel graphic panel; and

WHEREAS, there is sufficient RTP Grant plus City Match to cover the cost of the design, construction and installation of the Historic Railway Interpretive Sign within the Bayshore Bikeway Access project area.

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

1. The above recitals are true and correct.
2. This legislative body approves the proposal from Graphics Solutions in the amount of \$14,715.00.
3. This legislative body authorizes the City Manager to accept the proposal from Graphics Solutions and to approve a purchase order for design and construction of an interpretive railroad sign to be placed along the Bayshore Bikeway Access using the RTP Grant plus City Match funds for this work.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of October 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

PROPOSAL & CONTRACT

DATE: September 9, 2013

TO: City of Imperial Beach
Public Works Department
495 10th Street
Imperial Beach, CA 91932

ATTENTION: Mr. Guy Nelson
gnelson@imperialbeachca.gov

RE: RAILROAD INTERPRETIVE SIGN

A. Design services for concept, scaled drawings and camera-ready art for use in fabrication

B. Fabricate and Deliver:

(1) Interpretive Sign: Core-ten steel base with porcelain enamel graphic panel (maximum 3 colors). Assumes client to provide photographs sufficient for reproduction.

PRODUCTION SCHEDULE: Approximately eight to twelve weeks from receipt of acceptance, artwork files and 50% deposit.

TERMS:
50% Deposit With Order
Balance Due on Completion

SUBTOTAL: \$ 14,715.00
SALES TAX: Included
TOTAL: \$ 14,715.00
LESS DEPOSIT: \$ 7,357.50
BALANCE DUE ON COMPLETION: \$ 7,357.50

All agreements are contingent upon strikes, accidents, delays of carriers, acts of God, and other delays unavoidable or beyond our control. All quotations are made for prompt acceptance and are subject to change without notice after 30 days. No charges for labor or material furnished by the purchaser shall be allowed as a credit on this agreement, unless authorized in writing by Graphic Solutions, Ltd. Designs furnished by Graphic Solutions remain our property and are not to be reproduced in any form in part or as a whole without written permission by us. Title to all work provided by us shall remain in the Seller until all payments are made as stipulated. All payments are payable at the office of Graphic Solutions, LTD., 2952 Main Street., San Diego, CA 92113. Should default be made in payment of any installment, the whole sum shall become due at option of Seller. In the event Seller shall employ an attorney to recover work provided, or collect on sums due under this agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee. All overdue payments under this agreement shall be subject to a service charge at the rate of one and one-half percent (1-1/2%) per month. This proposal, when signed by the purchaser or his duly authorized representative, implies on acceptance of the above conditions and terms, and the proposal becomes a contract in full force and effect, when accepted by an officer of Graphic Solutions, Ltd.

THE ABOVE SPECIFICATIONS AND PRICE ARE HEREBY ACCEPTED:

BY: _____

BY: _____
Simon Andrews

FOR: _____

FOR: _____
Graphic Solutions

DATE: _____

DATE: _____



On a prominent overlook, this park connects the residential community of Mira Mesa with a major canyon system. Durable signs, incorporating cast concrete, and CorTen steel identify the park, and interpret native plant and animal species.





As a popular pedestrian and bikeway between the Pacific Ocean and San Diego Bay, the Silver Strand connects Coronado with Imperial Beach to the south. Sturdy signs, suitable for this marine environment, help to interpret the visitor's experience of the Strand's unique and dramatic natural setting.



QUESTIONS TO AND RESPONSES FROM GRAPHIC SOLUTIONS, INC.
REGARDING THEIR PROPOSAL

We have some questions regarding the proposal. (Note: staff questions are shown in black. Graphic Solutions responses are shown in red.)

1. What are the size options for the sign? For estimating purposes, we assumed a sign panel no larger than approx 36"X48"
2. Do you have some examples using these particular materials? We have samples of these. The images (attached again) of the existing interpretive signs on the Strand (Bayside) have been in place for probably at least eight years, and utilize the same materials we are proposing for the railroad sign.
3. We have had issues with rusting and staining in the past using core-ten steel. Are there alternatives that may be less costly or equivalent that would prevent these issues? We have had better luck with brushed stainless steel. Again, the existing Strand examples drain into DG at their bases: staining is a non-issue. Stainless steel is also subject to rusting in certain environments, and would not be less costly.
4. We have issues with graffiti in our area. A concern was raised that the porcelain graphic enamel could be easily etched and permanently damaged. Would it be possible to have a lexan cover or some alternative that prevents permanent damage from graffiti? Porcelain enamel is proposed because it IS the most durable, color-fast material. {See website for this product: <http://www.pgbell.com/ETBenefits.html>.} A lexan cover is not only unnecessary, but would have to be replaced every time IT gets scratched, and would trap condensation, making the interpretive panel beneath unreadable.

Let us know if you have any other questions.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *WA*
MEETING DATE: OCTOBER 16, 2013
ORIGINATING DEPT.: PUBLIC WORKS *ALL*
SUBJECT: RESOLUTION NO. 2013-7408 GRANTING THE CITY
MANAGER AUTHORIZATION TO APPROVE CHANGE
ORDERS NO. 2 AND 3 FOR PUBLIC WORKS PROJECT, TO
WIT: PUBLIC WORKS YARD RENOVATIONS (F05-101)

EXECUTIVE SUMMARY:

This resolution requests that City Council approve change order no. 2 and change order no. 3 for the Public Works Yard Renovations CIP project (F05-101) for a change order total of \$40,000. These change orders are necessary to construct an ADA compliant driveway and sidewalk along the north side of the 1000 block of Cherry Avenue and for other project area improvements not considered in the project design 9 years ago.

BACKGROUND: The Capital Improvement Program project for the 1) Bayshore Bikeway Access S12-101; 2) Public Works Yard Renovations F05-101 was awarded Sierra Pacific West, Inc. for construction by Resolution No. 2013-7357 in July 2013. The contract consisted of two separate but inter-related CIP projects each separately funded. The Public Works Yard Renovations project was funded by 2010 bonds to relocate the refuse ramp on the west side of the project area to the east side of the project area, adjacent to the 1000 block of Cherry Avenue. A vehicle access gate to this eastern section was designed to come off Cherry Avenue near 11th Street. Currently there is no sidewalk along the north side of Cherry Avenue in the vicinity of the new vehicle gate (see attachment 2) and no sidewalk was designed into the project at this location. In recent years, school officials, Bayside Elementary school parents and neighborhood residents have voiced concerns about school children crossing the street at the intersection of Cherry Avenue and 11th Street because of the poor visibility up and down the street from that intersection and because of vehicle speeds approaching this intersection. City staff has had the Traffic Engineer study this intersection. Based on the Engineers recommendation additional signage has been posted and red curbs have been extended at the curb returns. Sheriff's personnel have monitored this intersection and adjacent streets for excessive speeds but have found little evidence of speeding. However, there are a number of elementary school children who cross this intersection before and after school hours attending Bayside Elementary School.

ANALYSIS: The pedestrian crossing at the intersection of Cherry Avenue and 11th Street is necessary since there is no sidewalk along the north side of Cherry. Pedestrian / children sidewalk access is only available on the south side of Cherry Avenue. If the sidewalk were continuous along the north side of Cherry Avenue pedestrians / children would have a safer route to and from Bayside Elementary School because they would not need to cross at the

Cherry Avenue and 11th Street intersection, an uncontrolled intersection. Additionally the loading dock bin pads need to be enlarged for trash pick-up service. The cost for this installation is \$30,508. There are additional site improvements necessary that were omitted in the project design and should be corrected before construction is complete such as the finish work between the new ramp and the removed block wall foundation and installation of better non-tracking driving surfaces within the loading dock area (to improve storm water pollution prevention methods). The cost for this additional work is estimated at \$9,492.

Imperial Beach Municipal Code (I.B.M.C.) section 3.04.220. which governs change order procedures provides:

- A. Change orders for an amount of less than five thousand dollars shall be approved by the department director overseeing the project.
- B. The city manager may approve any change order for five thousand dollars or more with the following limitations: ten percent of the project contract value provided sufficient project appropriations exist.
- C. The city council shall approve any change order for amounts that exceed any of the limitations described in subsection B of this section

The contract award for the Public Works Yard Renovation CIP project was \$164,435. Per the above I.B.M.C. requirement, 10% of the contract value would be \$16,443 which exceeds the City Manager's authorization to approve these two change orders triggering the need for City Council approval. The amount appropriated for the Public Works Yard Renovation project was \$242,480. The total contract award with current approved change orders is \$172,105. The total estimated expenses or encumbered funds (counting consultants and City administration) is \$196,774. If approved, the additional \$40,000 in change orders increases the project total to \$236,774 which is still below the appropriated budget of \$242,480.

ENVIRONMENTAL DETERMINATION:

Resolution 2009-6800 approved the Mitigated Negative Declaration (SCH# 2009071093) for the expansion of the Public Works Yard at 495 10th Street (Bayshore Bikeway Access Improvement Project). Notice of Determination was filed September 4, 2009.

FISCAL IMPACT:

Revenue (City Fund – 402 Account):	
Public Works Yard Renovation (2010 Bond Fund)	\$242,480.00
Expenditures:	
Sierra Pacific West, Inc. (bid plus existing change order)	\$172,105.00
RBF (consultant engineer)	\$ 10,547.05
RBF change order (design of sidewalk on Cherry Avenue)	\$ 5,900.00
City Staff Administration / Inspection	\$ 8,222.00
Total Expenditures	\$196,774.05
Approval of Change Orders No. 2 and 3	\$ 40,000.00
Total expenditures with Change Orders No. 2 and 3	\$236,774.05

RECOMMENDATION:

1. Receive this report.
2. Adopt Resolution No. 2013-7408
3. Authorize the additional expenditure of appropriated funds (402-5000-532-2006) for Change Orders 2 and 3.
4. Authorize the City Manager to sign Change Orders 2 and 3 not to exceed \$40,000.

Attachments:

1. Resolution No. 2013-7408
2. Aerial photo of project site at the intersection of Cherry Avenue and 11th Street

RESOLUTION NO. 2013-7408

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, GRANTING THE CITY MANAGER AUTHORIZATION TO APPROVE CHANGE ORDERS NO. 2 AND 3 FOR PUBLIC WORKS PROJECT, TO WIT: PUBLIC WORKS YARD RENOVATIONS (F05-101)

WHEREAS, the Capital Improvement Program project for the 1) Bayshore Bikeway Access S12-101; 2) Public Works Yard Renovations F05-101 was awarded to Sierra Pacific West, Inc. for construction by Resolution No. 2013-7357 in July 2013; and

WHEREAS, the contract consisted of two separate but inter-related CIP projects each separately funded; and

WHEREAS, the Public Works Yard Renovations project was funded by 2010 bonds to relocate the refuse ramp on the west side of the project area to the east side of the project area, adjacent to the 1000 block of Cherry Avenue; and

WHEREAS, a vehicle access gate to this eastern section was designed to come off Cherry Avenue near 11th Street; and

WHEREAS, currently there is no sidewalk along the north side of Cherry Avenue in the vicinity of the new vehicle gate and no sidewalk was designed into the project at this location; and

WHEREAS, school officials, Bayside Elementary school parents and neighborhood residents have voiced concerns about school children crossing the street at the intersection of Cherry Avenue and 11th Street because of the poor visibility up and down the street from that intersection and because of vehicle speeds approaching this intersection; and

WHEREAS, pedestrian crossing at the intersection of Cherry Avenue and 11th Street is necessary since there is no sidewalk along the north side of Cherry; and

WHEREAS, If the sidewalk were continuous along the north side of Cherry Avenue pedestrians / children would have a safer route to and from Bayside Elementary School because they would not need to cross at the Cherry Avenue and 11th Street intersection, an uncontrolled intersection; and

WHEREAS, the loading dock bin pads need to be enlarged for trash pick-up service; and

WHEREAS, the cost for this installation is \$30,508.00; and

WHEREAS, there are additional site improvements necessary that were omitted in the project design and should be corrected before construction is complete such as the finish work between the new ramp and the removed block wall foundation and installation of better non-tracking driving surfaces within the loading dock area (to improve storm water pollution prevention methods); and

WHEREAS, the cost for this additional work is estimated at \$9,492; and

WHEREAS, to effect these repairs, a change order(s) must be approved; and

WHEREAS, Imperial Beach Municipal Code (I.B.M.C.) section 3.04.220. which governs change order procedures provides that change order procedures for contracts covering public works construction projects greater than ten percent of the project contract value must be approved by City Council; and

WHEREAS, change orders No. 2 and No. 3, if approved, would total \$40,000 which is greater than 10% of the project contract value; and

WHEREAS, the additional \$40,000 in change orders increases the project total to \$236,774 which is still below the appropriated budget of \$242,480.

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

1. The above recitals are true and correct.
2. This legislative body authorizes the City Manager to approve change order no. 2 and 3 to the Sierra Pacific West, Inc. contract for the Public Works Yard Renovations Project – CIP F05-101.
3. This legislative body authorizes the City Manager to increase the contract price with Sierra Pacific West, Inc. by change orders no. 2 and no. 3 for \$40,000 to \$236,774 for the additional work specified under change orders no. 1 through 3.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of October 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK





AGENDA ITEM NO. 6.4

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: OCTOBER 16, 2013
ORIGINATING DEPT.: PUBLIC WORKS *AHL*
SUBJECT: RESOLUTION NO. 2013-7407 APPROVING THE FIRST PHASE OF A TWO PHASED LIST OF PROJECTS FOR FISCAL YEAR 2013/14 CAPITAL IMPROVEMENT PROGRAM AND APPROPRIATING THE FUNDS FOR THESE PROJECTS.

EXECUTIVE SUMMARY:

This report provides the list of the first phase of a two phased Fiscal Year 2013/2014 Capital Improvement Program proposed for work during this fiscal year. This is the final year of the Five-Year Capital Improvement Program (CIP) projects for fiscal years 2009-2010 through 2013/2014 adopted April 1, 2009. There are two (2) Community Development Department projects and eleven (11) Public Works Department projects currently ongoing. There are six (6) additional projects proposed to commence during Phase One of the FY 2013/2014 list of projects. Total recommended capital budget for the Phase One FY 2013/2014 list of projects is \$9,237,030. Staff recommends adoption of resolution 2013-7407 approving the Phase One FY 2013-2014 CIP projects.

BACKGROUND:

Resolution No. 2009-6732 adopted the \$27,042,583 Five-Year Capital Improvement Program (CIP) projects budget for Fiscal Years 2009/2010 through 2013/2014. Over the course of the first four years of the adopted CIP budget, funding for some of the approved projects was eliminated (i.e. Redevelopment Agency) or modified (i.e. grants, CDBG and RTIP) causing adjustments and / or defunding of approved projects. Several months ago, City Council directed staff to report the status of the current list of the Five Year CIP projects. Some projects scheduled in specific years of the Five-Year CIP were not accomplished in the scheduled year due to a variety of reasons, including shortage of staff time, insufficient funding, grant contract awards and change of priorities. Some projects were added to the CIP program at the direction of City Council. Attachment 2 is the list of projects in the first of two phases of the FY2013/2014 CIP that staff recommends be continued (currently ongoing) and / or initiated during Fiscal Year 2013-2014.

ANALYSIS:

Phase I of the FY2013/2014 CIP represents ongoing or routine projects that have already been discussed by the City Council and no further direction is necessary. Those projects currently in the work plan (shown as ONGOING) are identified in the individual project sheet in the "Project Name:" row. See Attachment 2. Attachment 3 provides a spread sheet representing the projects proposed by fund source. The funding sources for the proposed projects for FY 2013-2014 are listed below:

• 2010 Bond Funding	\$5,499,797
• Sewer Enterprise Fund	\$1,360,000
• Grants (from various sources)	\$ 950,233
• New Strategic Capital Improvement GF Reserve	\$ 170,000
• TransNet	\$ 600,000
• Gas Tax	\$ 452,000
• Port of San Diego CIP	\$ 150,000
• In Kind Services (staff support)	\$ 45,000
• Public Works Projects Previous GF Reserve	\$ 10,000
TOTAL	\$9,237,030

For clarification purposes, staff has identified the proposed projects in the first phase of the FY 13-14 CIP that were not listed in the original Five-Year Capital Improvement Program (CIP) which include:

- Date Avenue Street End
- Bikeway Village
- 10th Street (700 block) Design
- Demonstration Roundabout
- 13th Street Class 2 Bikeway (BTA Grant)
- Sports Park Mansard Roof
- ADA Ramps at 13th Street and NOLF Entrance

Phase Two

Phase Two of the FY 2013/2014 CIP identifies potential capital projects that need additional direction from the City Council. Staff anticipates obtaining this direction during discussion at the October 23, 2013 City Council Workshop, or at a subsequent City Council Meeting. Phase Two projects include:

- Façade Improvements (waiting for updated information about available bond proceeds that fund the improvements)
- Seacoast Drive Aesthetic project (more accurate cost estimations and implementation information will be available following the scheduled demonstration)
- RTIP 12-13 (Street Improvements) Elm Avenue (waiting to update City Council about the outcome of recent community meetings)
- Alley Improvements (the subcommittee is working toward a recommendation for consideration by the City Council)
- Sports Park Gym Floor (waiting to work with the entity selected to provide recreational services)

On May 15, 2013, City Council adopted Resolution No. 2013-7333, "A Resolution of the City Council of the City of Imperial Beach, California, adopting the [operating and maintenance] budgets for fiscal years 2013-2014 and 2014-2015, and amending the general fund appropriations for fiscal years 2012-13." The resolution included a revenue set aside from the General Fund's unassigned fund balance in the amount of \$1,700,000 for the New Strategic Capital Improvement GF Reserve, pursuant to Council Policy 420; And a set aside from the General Fund's assigned fund balance reserve in the amount of \$1,841,000 for the Public Works Projects Previous GF Reserve, pursuant to Council Policy 420. Additionally the May 15, 2013, City Council meeting presentation of the budget reported that there was an estimated prior fund balance of Gas Tax funds of \$1,800,000 available for capital street projects. This report also represented that there was an estimated \$5,370,000 dedicated for street and

transportation projects and \$3,541,000 for other capital needs over the six (6) year period FY 2014 through FY 2020. Attachment 4 provides the relevant slide from the May 15, 2013 presentation outlining these funds.

The proposed project funding from the “New Strategic Capital Improvement GF Reserve” for FY 2013-2014 is \$170,000 from a total available \$1,700,000. The proposed project funding from the “Public Works Projects Previous GF Reserve” is \$10,000 from a total available \$1,841,000 for FY 2014.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

	Fund Type	Proposed Expenditure	Available funds
1.	2010 Bond	\$ 5,499,797	
2.	RTIP/ Prop A	\$ 600,000	\$ 840,000
3.	Gas Tax	\$ 452,000	\$ 1,800,000
4.	Grants	\$ 950,233	\$ 1,200,233
5.	Port of San Diego	\$ 150,000	\$ 10,000
6.	Strategic Capital Improvement GF Reserve	\$ 170,000	\$ 1,700,000
7.	In Kind Services (Grant Support)	\$ 45,000	\$ 45,000
8.	Public Works Project Previous GF Reserve	\$ 10,000	\$ 1,841,230
9.	Sewer Enterprise Fund	\$ 1,360,000	\$ 1,600,000

TOTAL \$9,237,030

RECOMMENDATION:

1. Receive this report.
2. Consider staff recommendation of “funded” CIP projects, budgets, and funding sources for the first phase of a two phased list of projects as presented in the attached \$9,237,030 Fiscal Year 2013/2014 Capital Improvement Program.
3. Adopt Resolution 2013-7407 approving the total \$9,237,030 for projects in the first phase of a two phased Fiscal Year 2013/2014 Capital Improvement Program budget with annual appropriations consistent with the Fiscal Year 2013/2014 Capital Improvement Program projects plan.

Attachments:

1. Resolution No. 2013-7407
2. List of projects in the first of two phases of the Fiscal Year 2013/2014 Capital Improvement Program with associated Budgets.
3. FY 2013/14 CIP Projects by Fund Source
4. City of Imperial Beach, California, City Council Meeting May 15, 2013 briefing slide
5. Responses to Council questions or inquiries (to be provided separately)

RESOLUTION NO. 2013-7407

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FIRST OF A TWO PHASED LIST OF PROJECTS FOR FISCAL YEAR 2013/14 CAPITAL IMPROVEMENT PROGRAM AND APPROPRIATING THE FUNDS FOR THESE PROJECTS

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

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

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

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

WHEREAS, staff proposes to seek approval of the list of projects for Fiscal Year 2013/2014 Capital Improvement Program in two phases with this resolution representing Phase One; and

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

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

• 2010 Bond Funding	\$5,499,797
• Sewer Enterprise Fund	\$1,360,000
• Grants (from various sources)	\$ 950,233
• New Strategic Capital Improvement GF Reserve	\$ 170,000
• TransNet	\$ 600,000
• Gas Tax	\$ 452,000
• Port of San Diego CIP	\$ 150,000
• In Kind Services (staff support)	\$ 45,000
• Public Works Projects Previous GF Reserve	\$ 10,000

WHEREAS, the total CIP budget appropriation is \$9,237,030.

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

1. The above recitals are true and correct.
2. This legislative body approves \$9,237,030 for the Phase One list of projects for the Fiscal Year 2013-2014 CIP budget funded through various funds within the Capital Improvement budget for programmed projects listed in Exhibit A, Phase One Fiscal Year 2013-2014 CIP Budget document.
3. For the appropriations shown in the attached Fiscal Year 2013-2014 CIP Budget document, the City Manager is authorized to transfer funding among approved CIP projects in the CIP funds as shown in the Five-Year CIP Budget document and in accordance with the

restrictions on the use of these funds.

4. The City Manager may extend the appropriations into subsequent years for those projects not completed within Fiscal Year 2013-2014.
5. The expenditures in the CIP Funds cannot exceed the appropriated total amount without City Council approval, even though individual projects may be modified by the City Manager for projects duly authorized by City Council within the attached Fiscal Year 2013/2014 CIP Budget document.

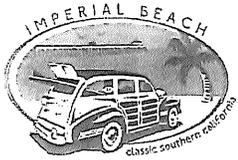
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16nd day of October 2013, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



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

Project Name:	Clean & Green Program (ONGOING)	
Project Number:	H03-103	
Project Location:	Various in residential neighborhoods	
Department Responsible:	Community Development	
Project Intents:	Provide residential revitalization services	
Project Description:	The Clean & Green Program provides a grant for very low, low and moderate-income individuals and families to improve energy and water efficiency, health and safety, and/or enhance the physical appearance of their property. One (1) grant is allowed to an owner or property in a ten year period. The applicant's income must not exceed 120% of the area median income, adjusted by family size, as determined by the U.S. Department of HUD.	
Location Description:	Various single family residential properties	
Justification:	Improve the appearance of residential neighborhoods for those property owners who otherwise would not have the means to effect these improvements.	
Total Estimated Costs:		\$344,000
Estimated Operations and Maintenance Costs:	Not Applicable	Project Type: City Grant

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
217-5000-532-XXXX	2010 Bond Funds	344,000					



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

Project Name:	9th & Palm Avenue / State Route 75 Public Improvements	
Project Number:	R05-201	
Project Location:	South side of S.R. 75/Palm Avenue between 9th Street on the east and 7th Street on the west	
Department Responsible:	Community Development	
Project Intents:	Construct new public improvements adjacent to a new commercial development project at the properties west of 9th Street, south of State Route 75 / Palm Avenue and east of Delaware Street.	
Project Description:	This project proposes public improvements associated with the construction of a new commercial center that would provide seven commercial buildings on the south side of Stater Route 75 / Palm Avenue between 9th and 7th Streets.	
Location Description:	S.R. 75 / Palm Avenue, 9th Street, and paved alley adjacent to the propoerty south of Palm /S.R. 75 between 7th and 9th Streets.	
Justification:	Development of current vacant commercial property; improve property tax and sales tax base within the City; improve the appearance of the of commercial corridor within the City and improve traffic, vehiclar access and pedestrian areas.	
Total Estimated Costs:	\$2,160,000	
Estimated Operations and	Minimal Public Costs	Project Type: Commercial Development and adjacent public improvements

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
303-1250-413-XXXX	2010 Bond Funds	2,160,000					



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

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

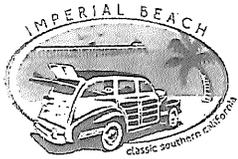


City of Imperial Beach
2013-2014 Capital Improvement Program
 Project Description Report

Project Name:	10th Street (700 Block) Design		
Project Number:			
Project Location:	10th Street (700 Block)		
Department Responsible:	Community Development & Public Works		
Project Intents:	Hire consultant to prepare a minimum of 3 concepts for improving 10th Street (700 block) to be consistent with the Palm Avenue Commercial Corridore Master Plan and provide a pleasing transition between the commercial and residential zones		
Project Description:	10th Street (700 Block) is without curb, gutter and paved streetside parking along a majority of the block. There are two major private party improvements in the planning stage for construction that need direction on how to provide for parking for their residents or customers. These improvements need to be consistent with the development of the entire block. This project will work towards providing that direction and possible future right of way improvements.		
Location Description:	10th Street between Palm Avenue (State Route 75) and Donax Avenue to the south		
Justification:	This block on 10th Street has never been improved to provide a consistent sidewalk, curb & gutter or street plan. It is important to have a street design concept that all adjacent property owners can build to and comply with.		
Total Estimated Costs:	\$20,000 for three concept drawings		
Estimated Operations and Maintenance Costs	\$300 for signage and striping maintenance	Project Type:	Design Only

Source of Funding

Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
303-1250-413-XXXX	2010 Bonds	20,000					

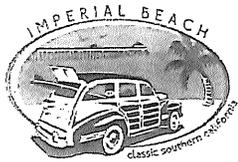


City of Imperial Beach
2013-2014 Capital Improvement Program
 Project Description Report

Project Name:	Bikeway Village	
Project Number:	R11-106 / S11-106	
Project Location:	13th Street, north end at Bayshore Bikeway	
Department Responsible:	Community Development	
Project Intents:	Convert the two warehouse buildings at the north side of Cypress Avenue between 13th Street and Florence Street to retail and visitor serving facilities with a focus on users of the Bayshore Bikeway including cyclists and pedestrians. This project will provide for increased on street parking for public use along 13th Street and bicycle and pedestrian street scape improvements.	
Project Description:	Bikeway Village project proposes the conversion/adaptive reuse of two approximate 15,000 square foot ware house structures on two combined parcels totaling 42,340 square feet. The two existing warehouse structures are legal non-conforming uses located at 535 Florence and 536 13th Streets within the jurisdictional boundary of the City of Imperial Beach. A patio and accessory uses customarily incidental to any permitted use including ramps, an observation deck, seating and landscaping improvements are propose on the adjacent 1.15 acre (560,094 square-foot) northern parcel . The City will provide on-street parking improvements on 13th Street as well as adjacent walkway and bikeway on 13th Street.	
Location Description:	Immediately adjacent to the Bayshore Bikeway at 13th Street	
Justification:	To create retail and visitor serving amenities to generate property and sales tax.	
Total Estimated Costs:	\$1,700,000	
Estimated Operations and Maintenance Costs:	\$300 per year for signage and striping and general street repair.	Project Type: Private construction project with assistance from the City.

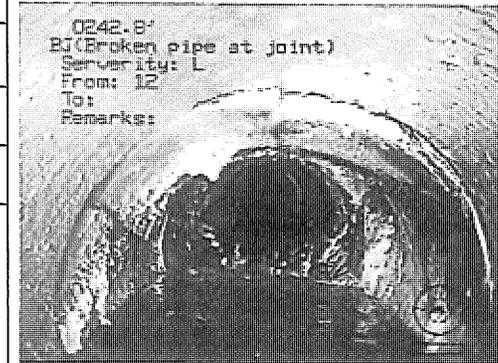
Source of Funding

Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
303-1250-413-XXXX	2010 Bond Funds	1,700,000					



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

Project Name:	No. 2 FY 10-11 Annual Main Line Repairs - ONGOING		
Project Number:	W11-201		
Project Location:	Dunes Park, Donax (100 Bk), South Seacoast, 8th St., 9th St., Cypress Alley between 10th & 11th		
Department Responsible:	Public Works		
Project Intents:	Repair Sewer Lines and Manholes that are experiencing infiltration		
Project Description:	Repairs include Pipe 99 CIPP Patch & Open Trench, Pipe 286, 410, 547, & 548 CIPP Patching, MH 228 replace, MH 50 repair (photo pipe 99)		
Justification:	High priority sewer repairs due to broken pipes, and water infiltration		
Total Estimated Costs:	\$320,000		
Estimated Operations and Maintenance Costs:	Will reduce costs	Project Type:	Sewer



Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
601-5060-536-XXXX	Sewer Enterprise Funds	\$320,000					



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

Project Name:	FY 10-11 Pump Station No. 10 Rehabilitation - ONGOING		
Project Number:	W13-101		
Project Location:	814 Cypress Avenue		
Department Responsible:	Public Works		
Project Intents:	Design and construct improvements within P.S. 10		
Project Description:	Upgrade Pump Station Systems to include: or open up the wall between the two wet wells suction lines 4. Install new air lines emergency generator barrel switch due to obstructions		
	1. Remove 2. Replace pump 3. Seal new wet well 5. Replace 6. Replace on/off auto		
Location Description:	Cypress Ave between 8th and 9th Streets		
Justification:	Systems are old and hard to maintain. Station wet well configuration causing system failures		
Total Estimated Costs:	400,000		
Estimated Operations and Maintenance Costs:	Will reduce maintenance and customer costs	Project Type:	Design and Construction

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
601-5060-536-XXXX	Sewer Funds	400,000					



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

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

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



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

Project Name:	RTIP FY 11-12 (Street Improvements) - ONGOING		
Project Number:	S12-104		
Project Location:	Various Locations		
Department Responsible:	Public Works		
Project Intents:	Repair damaged and deteriorated street surfaces, adjacent sidewalk, curb, gutter, cross-gutter, and / or non-compliant ADA intersections; Storm Water Interface hardening in 400 & 500 blocks of Grove Avenue.		
Project Description:	Street overlay; replace damaged, missing or not-compliant curb, gutter, cross-gutter, intersection ramps to the following street blocks: - 12th Street (Grove Ave to IB Blvd) - Oneonta Ave (10th Street to Adelfa Court) - Granger Street (Grove Ave to IB Blvd) - Grove Ave (California Street to 5th Street); Sewer - Storm Water interface hardening in 400 & 500 blocks of Grove Avenue (at these locations the sewer main crosses through the stormwater main which poses a significant danger to the Tijuana Estuary should the sewer main pipe burst or leak within the storm drain main. The purpose of this projet is to harden the sewer main in a manner that will reduce the risk of leakage of waste water into the storm drain system.		
Location Description:	As Noted Above		
Justification:	Roads are in degraded condition and Sewer Storm Drain interface poses serious environmental issue.		
Total Estimated Costs:	1,140,000		
Estimated Operations and Maintenance Costs:	N.A.	Project Type:	Design and Construct

Source of Funding

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



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

Project Name:	CDBG FY 12-13 Imperial Beach Blvd Pedestrian Crosswalk - ONGOING		
Project Number:	S13-101		
Project Location:	Imperial Beach Blvd between 4th and 5th		
Department Responsible:	Public Works		
Project Intents:	Provide safe crossing between MVHS and Sports Park		
Project Description:	Construct a mid-block crosswalk with landscape median across IB Blvd between MVHS and Sports Park		
Location Description:	400 Block of Imperial Beach Blvd		
Justification:	Improve safety for pedestrians crossing IB Blvd		
Total Estimated Costs:	138,751.00		
Estimated Operations and Maintenance Costs:	\$1,500	Project Type:	Construct

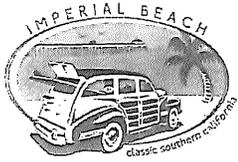
Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
210-1235-513-XXXX	CDBG Funds	134,251.00					
201-5000-532-XXXX	Gas Tax	4,500.00					



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

Project Name:	13th Street Class 2 Bikeway (BTA Grant) ONGOING		
Project Number:	S13-202		
Project Location:	13th Street (Bayshore Bikeway to Iris Ave)		
Department Responsible:	Public Works		
Project Intents:	Create Class 2 Bikeway and provide traffic calming on 13th Street		
Project Description:	With the support of a BTA grant, 13th Street will be converted through a road diet from 4 lanes to 3 lanes (center lane and left turn only) with the addition of Class 2 bike lane striping outside the traffic lanes. 13th Street will be crack sealed, slurry sealed, and restriped.		
Location Description:	13th Street from Bayshore Bikeway south to NOLF entrance		
Justification:	To calm traffic speeds and provide improved bicycling on 13th Street		
Total Estimated Costs:	75,000		
Estimated Operations and Maintenance Costs:	1,000	Project Type:	Design and Construction

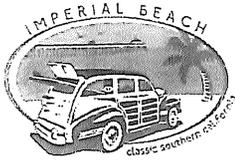
Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
101-5010-531-XXXX	BTA Grant	67,500					
201-5000-532-XXXX	City Match Gas Tax	7,500					



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

Project Name:	Demonstration Roundabout - ONGOING		
Project Number:			
Project Location:	9th Street & Donax		
Department Responsible:	Public Works		
Project Intents:	Install a temporary roundabout at an appropriate intersection within the City to determine the suitability and acceptability of roundabouts within the City		
Project Description:	Design and install a temporary roundabout at the 9th Street and Donax Ave intersection as a demonstration to determine the viability of roundabouts within Imperial Beach		
Location Description:	Intersection of 9th Street and Donax Ave		
Justification:	To help vehicle traffic flow and reduce green house gases		
Total Estimated Costs:	12,000		
Estimated Operations and Maintenance Costs:	\$300/year	Project Type:	Design and Install

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
201-5015-531-XXXX	Gas Tax undesignated reserve funds	12,000					



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

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

Source of Funding

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

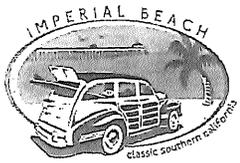


City of Imperial Beach
2013-2014 Capital Improvement Program
 Project Description Report

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

Source of Funding

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



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

Project Name:	Sports Park Mansard Roof - ONGOING		
Project Number:	F14-001		
Project Location:	425 Imperial Beach Blvd		
Department Responsible:	Public Works		
Project Intents:	Replace the deteriorated asphalt roofing tiles on the mansard roof		
Project Description:	Contract for the replacement of the mansard roof asphalt tile with a metal roofing system.		
Location Description:	Sports Park Recreation Center building roof		
Justification:	The existing asphalt shingles are ripping and falling off, leaving the roof exposed to leaking and also presents and unsightly appearance		
Total Estimated Costs:	120,000		
Estimated Operations and Maintenance Costs:	Should reduce maintenance costs	Project Type:	Construction - roofing

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
420-5000-532-XXXX	Strategic Cap Imp Gen Fund	120,000					



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

Project Name:	No. 4 FY 12-13 Annual Main Line Repairs		
Project Number:			
Project Location:	Various Locations		
Department Responsible:	Public Works		
Project Intents:	Repair damaged sewer mains		
Project Description:	Infiltration repairs to pipe facility numbers 98, 99, 55, 401, 5, 10, 19, 60, 127, 147, 197, 231, 238, 251, 463, 756, and 796		
Location Description:	Within the various sewer mains		
Justification:	Infiltration causes additional treatment costs and potential sewer spills		
Total Estimated Costs:	100,000		
Estimated Operations and Maintenance Costs:	Should reduce treatment and maintenance costs	Project Type:	Design and construction

Source of Funding							
Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
601-5060-536-2006	Sewer Enterprise Fund	100,000	300,000				



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

Project Name:	ADA Ramps at 13th Street and NOLF Entrance		
Project Number:	SP1-401		
Project Location:	13th & Iris Ave		
Department Responsible:	Public Works		
Project Intents:	Improve ADA accessibility from/to bus stops on Iris Ave to NOLF		
Project Description:	Design and construct an accessibility route from Iris Ave bus stops to the NOLF entrance		
Location Description:	Vicinity of Iris Ave and 13th St intersection		
Justification:	Comply with the Federal ADA regulations		
Total Estimated Costs:	28,000		
Estimated Operations and Maintenance Costs:	NA	Project Type:	Design and Construct

Source of Funding

Account No.	Fund Name	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
201-5015-531-XXXX	Gas Tax - Design	8,000					
201-5015-531-XXXX	Gas Tax - Construct	20,000					

CIP Projects / Funding Staff Report

<u>Fund Name</u>	<u>Project</u>	<u>Dept</u>	<u>FY 13/14</u>		<u>Dept Breakout</u>
			<u>Amt</u>	<u>Total</u>	
2010 Bond Fund	Date Ave St. End	CD	\$ 885,797		
2010 Bond Fund	Clean & Green Pgm	CD	\$ 344,000		
2010 Bond Fund	9th & Palm/SR 75 Improvements	CD	\$ 2,160,000		
2010 Bond Fund	Bikeway Village	CD	\$ 1,700,000		
2010 Bond Fund	10th Street (700 Block) Design	CD	\$ 20,000		\$ 5,109,797 CD
2010 Bond Fund	Bayshore Bikeway PW Yard (City Match)	PW	\$ 47,520		
2010 Bond Fund	Bayshore Bikeway PW Yard	PW	\$ 242,480		
2011 Bond Fund	Street Improvements Ph. 3B	PW	\$ 100,000		\$ 390,000 PW
				\$ 5,499,797	
Sewer Enterprise Fund	No 2 FY 10-11 Annual Main Line Rep	PW	\$ 320,000		
Sewer Enterprise Fund	FY 10-11 PS No 10 Rehabilitation	PW	\$ 400,000		
Sewer Enterprise Fund	No 3 FY 11-12 Annual Main Line Rep	PW	\$ 400,000		
Sewer Enterprise Fund	RTIP FY 11-12 Street Impv.	PW	\$ 140,000		
Sewer Enterprise Fund	No. 4 FY 12-13 Annual Main Line Rep	PW	\$ 100,000		
				\$ 1,360,000	
Grants	Palm Ave Mixed Use & Commercial (Smart Gr	CD	\$ 400,000		\$ 400,000 CD
Grants	Bayshore Bikeway & PW Yard (RTP Grant)	PW	\$ 348,482		
Grants	CDBG FY 12-13 IB Blvd Ped. Crosswalk(CDBG	PW	\$ 134,251		
Grants	13th St Class 2 Bikeway (BTA Grant)	PW	\$ 67,500		
				\$ 950,233	

<u>Fund Name</u>	<u>Project</u>	<u>Dept</u>	<u>Amt</u>	<u>Total</u>	<u>Dept Breakout</u>
New Strategic Capital Improvement GF Reserve	Palm Ave Mixed Use & Commercial MP	CD	\$ 50,000		\$ 50,000 CD
New Strategic Capital Improvement GF Reserve	Sports Park Mansard Roof	PW	\$ 120,000		
				\$ 170,000	
TransNet	RTIP FY 11-12 Street Impv	PW	\$ 600,000		
				\$ 600,000	
Gas Tax	CDBG FY 12-13 IB Blvd Ped Crosswalk	PW	\$ 4,500		
Gas Tax	13th St Class 2 Bikeway	PW	\$ 7,500		
Gas Tax	RTIP FY 11-12 Street Improvement	PW	\$ 400,000		
Gas Tax	Demonstration Roundabout	PW	\$ 12,000		
Gas Tax	ADA Ramps at 13th St & NOLF Ent (Design)	PW	\$ 8,000		
Gas Tax	ADA Ramps at 13th St & NOLF Ent (Construct)	PW	\$ 20,000		\$ 452,000 PW
				\$ 452,000	
Port of San Diego CIP	Date Ave St End	CD	\$ 150,000		\$ 150,000 CD
				\$ 150,000	
In Kind Services (Staff support)	Palm Ave Mixed Use & Commercial MP	CD	\$ 45,000		\$ 45,000 CD
				\$ 45,000	
Public Works Projects Previous GF Reserve	Utility Undergrounding Proj (600 Ocean Lane)	PW	\$ 10,000		\$ 10,000 PW
				\$ 10,000	
			\$ 9,237,030	\$ 9,237,030	

Identified Capital Funding Sources - 6 Yrs.

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