



# A G E N D A

## IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PLANNING COMMISSION PUBLIC FINANCING AUTHORITY HOUSING AUTHORITY



NOVEMBER 2, 2011

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 REDEVELOPMENT AGENCY, PLANNING COMMISSION, PUBLIC FINANCING AUTHORITY, AND HOUSING AUTHORITY

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

#### **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 (2.1-2.6)** - *All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.*

#### **2.1 MINUTES.**

City Manager's Recommendation: Approve the minutes of the Regular City Council Meeting of September 7, 2011, the Special RDA and Housing Authority Meeting of September 28, 2011, and the Special Housing Authority Meeting of October 19, 2011.

**Continued on Next Page**

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

**CONSENT CALENDAR (Continued)**

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

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 79253 through 79332 with a subtotal amount of \$679,916.46 and Payroll Checks 44233 through 44262 for the pay period ending October 6, 2011 for the subtotal amount of \$155,625.52 for a total amount of \$835,541.98.

**2.3 NO ITEM.**

**2.4 RESOLUTION NO. 2011-7110 AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN A REGIONAL WASTE TIRE ENFORCEMENT PROGRAM. (0270-30)**

City Manager's Recommendation: Adopt resolution.

**2.5 RESOLUTION NO. 2011-7111 APPROVING THE FIRST ADDENDUM TO TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT WITH NEXTG NETWORKS OF CALIFORNIA, INC. (0800-50)**

City Manager's Recommendation: Adopt resolution.

**2.6 RESOLUTION NO. 2011-7112 AUTHORIZING THE PURCHASE OF A ZOLL AUTOPULSE BATTERY POWERED NON-INVASIVE CARDIAC SUPPORT PUMP. (0250-20)**

City Manager's Recommendation: Adopt resolution.

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

None.

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

None.

**PUBLIC HEARINGS (5.1)**

**5.1 RESOLUTION NO. 2011-7109 APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR A LIMITED PARTNERSHIP TO BE ESTABLISHED BY HITZKE DEVELOPMENT CORPORATION, WITH RESPECT TO THE RESIDENTIAL HOUSING COMPONENT OF THE AMERICAN LEGION POST PROJECT. (0640-20)**

City Manager's Recommendation:

1. Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code"); and
2. Adopt Resolution No. 2011-7109 authorizing the issuance of Tax-Exempt Bonds by the California Municipal Finance Authority for a Limited Partnership to be established by Hitzke Development Corporation, with respect to the Residential Housing Component of the American Legion Post Project.

**REPORTS (6.1)**

**6.1 RESOLUTION NO. HA-11-05 APPROVING AN AMENDMENT TO THE CLEAN & GREEN PROGRAM BUDGET IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) AND AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000) OF THE BUDGETED AMOUNT. (0640-95)**

City Manager's Recommendation: Adopt resolution.

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

**ADJOURNMENT**

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

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

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

**DRAFT**

**MINUTES**

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

**SEPTEMBER 7, 2011**

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

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

**CALL TO ORDER**

MAYOR JANNEY called the Closed Session Meeting to order at 5:00 p.m.

**ROLL CALL**

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

**CLOSED SESSION**

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

- 1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**  
Initiation of litigation pursuant to Government Code §54956.9(c) (2 cases)
- 2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to Government Code §54956.9(b)(3)(A)  
(1 case)
- 3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
Pursuant to Government Code §54957  
Title: City Manager

**MOTION CARRIED UNANIMOUSLY.**

MAYOR JANNEY adjourned the meeting to Closed Session at 5:01 p.m. and he reconvened the meeting to Open Session at 6:00 p.m.

Reporting out of Closed Session, City Attorney Lyon announced City Council considered Closed Session Items 1 (1 case), 2 and 3, direction was given and no reportable action was taken; With regard to the other Closed Session Item 1 (1 case), City Council voted unanimously to provide direction to legal counsel to initiate legal action; Once the City has filed the legal action, the details of the action would be disclosed to the public upon inquiry.

**REGULAR MEETING CALL TO ORDER**

MAYOR JANNEY called the Regular Meeting to order at 6:01 p.m.

**ROLL CALL**

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

**PLEDGE OF ALLEGIANCE**

MAYOR JANNEY led everyone in the Pledge of Allegiance.

**AGENDA CHANGES**

**MOTION BY KING, SECOND BY BILBRAY, TO REMOVE ITEM NO. 6.2 – LEAGUE OF CALIFORNIA CITIES RESOLUTIONS FOR THE SEPTEMBER ANNUAL CONFERENCE FROM THE AGENDA. MOTION CARRIED UNANIMOUSLY.**

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

None.

**COMMUNICATIONS FROM CITY STAFF**

CITY MANAGER BROWN reported that over 400 cement trucks will be entering and leaving Imperial Beach on September 14<sup>th</sup> to deliver cement for the foundation of the new hotel located on Seacoast Drive.

**PUBLIC COMMENT**

None.

**PRESENTATIONS (1)**

None.

**CONSENT CALENDAR (2.1-2.7)**

**MOTION BY BILBRAY, SECOND BY KING, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.7. MOTION CARRIED UNANIMOUSLY.**

**2.1 MINUTES.**

Approved the minutes of the Housing Authority meeting of June 1, 2011, the City Council Workshop Meeting of July 13, 2011 and the Regular City Council Meetings of July 20 and August 3, 2011.

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

Ratified the following registers: Accounts Payable Numbers 78871 through 78956 with the subtotal amount of \$738,092.54 and Payroll Checks 44095 through 44137 for the pay period ending 08/11/11 with the subtotal amount of \$299,020.49 for a total amount of \$1,037,113.03.

**2.3 RESOLUTION NO. 2011-7074 – APPROVING AND ADOPTING A LETTER OF INTENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MEMBERS OF THE IMPERIAL BEACH FIREFIGHTERS’ ASSOCIATION LOCAL 4692. (0540-20)**

Adopted resolution.

**2.4 RATIFICATION OF RESOLUTION AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT; TO WIT – SPORTS PARK SKATE PARK ELEMENT PERIMETER FENCE (CIP P07-10A). (0920-40)**

Ratified resolution.

- 2.5 RESOLUTION NO. 2011-7082 – AMENDING THE MASTER FEE SCHEDULE TO INCLUDE AN ONLINE PAYMENT FEE AND AMENDING THE FISCAL YEAR 2011-12 BUDGET. (0330-30 & 0390-55)**  
Adopted resolution.
- 2.6 RESOLUTION NO. 2011-7083 – ADOPTING THE PUBLIC AGENCY RETIREMENT SERVICES (PARS) ALTERNATIVE RETIREMENT PLAN FOR PART TIME EMPLOYEES, DESIGNATING THE CITY MANAGER AS THE PLAN ADMINISTRATOR AND AUTHORIZING THE PLAN ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATED TO PARS. (0520-70)**  
Adopted resolution.
- 2.7 RESOLUTION NO. 2011-7084 – APPROVING A FIVE-YEAR LEASE AGREEMENT FOR SIX COPY MACHINES WITH IKON/RICOH OFFICE SOLUTIONS. (1110-05)**  
Adopted resolution.

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

None.

**ORDINANCES – SECOND READING & ADOPTION (4.1)**

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

CITY MANAGER BROWN reported on the item.

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

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

**MOTION BY BRAGG, SECOND BY BILBRAY, TO WAIVE FURTHER READING AND ADOPT ORDINANCE NO. 2011-1122 BY TITLE ONLY. MOTION CARRIED UNANIMOUSLY.**

**PUBLIC HEARINGS (5.1-5.3)**

- 5.1 CODE ENFORCEMENT – WEED & RUBBISH ABATEMENT PUBLIC HEARING TO HEAR AND CONSIDER ALL OBJECTIONS TO THE PROPOSED REMOVAL OF WEEDS, RUBBISH, REFUSE, AND DIRT FROM 715 HOLLY AVENUE, 822 GEORGIA STREET, 1106 7<sup>TH</sup> STREET. (0680-20)**

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

CODE ENFORCEMENT OFFICER GARCIAS gave a Power Point presentation on the item and noted that the violations for the following properties were abated:

- 885 Encina Ave./902 9<sup>th</sup> Street
- 822 Georgia Street
- 642 Corvina Street

MAYOR JANNEY closed the public hearing.

CITY CLERK HALD announced no public speaker slips were submitted.

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2011-7079 APPROVING AND ALLOWING FOR THE ABATEMENT OF 715 HOLLY AVENUE, AND AUTHORIZING STAFF TO PROCEED WITH AND PERFORM THE NECESSARY ABATEMENT OF THE NUISANCE AND AUTHORIZING THE STAFF TO SIGN ANY AGREEMENTS OR TAKE ANY OTHER STEPS NECESSARY TO REMOVE THE WEEDS, RUBBISH, REFUSE, AND DIRT FROM 715 HOLLY AVENUE. MOTION CARRIED UNANIMOUSLY.**

**MOTION BY BILBRAY, SECOND BY KING, TO ADOPT RESOLUTION NO. 2011-7081 APPROVING AND ALLOWING FOR THE ABATEMENT OF 1106 7<sup>TH</sup> STREET, AND AUTHORIZING STAFF TO PROCEED WITH AND PERFORM THE NECESSARY ABATEMENT OF THE NUISANCE AND AUTHORIZING THE STAFF TO SIGN ANY AGREEMENTS OR TAKE ANY OTHER STEPS NECESSARY TO REMOVE THE WEEDS, RUBBISH, REFUSE, AND DIRT FROM 1106 7<sup>TH</sup> STREET. MOTION CARRIED UNANIMOUSLY.**

COUNCILMEMBER KING encouraged property owners to maintain their properties.

**5.2 PLANNING COMMISSION INTERPRETATION (PCI 110029) THAT DETERMINES THAT CERTAIN VENDING MACHINES ARE ALLOWED TO OPERATE OUTDOORS IN COMMERCIAL ZONES – MF 1048. (0610-95)**

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

ASSOCIATE PLANNER FOLTZ gave a Power Point presentation on the item.

CITY CLERK HALD announced no public speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

**MOTION BY BILBRAY, SECOND BY KING, TO ADOPT RESOLUTION NO. 2011-7078 APPROVING THE PLANNING COMMISSION INTERPRETATION 110029, WHICH MAKES THE NECESSARY FINDINGS AND PROVIDES PARAMETERS FOR THESE USES. MOTION CARRIED UNANIMOUSLY.**

**5.3 RESOLUTION NO. 2011-7076 – APPROVAL OF THE FISCAL YEAR 2010-11 ANNUAL REPORT FOR THE JURISDICTIONAL URBAN RUNOFF MANAGEMENT PLAN (JURMP). (0770-65)**

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

ENVIRONMENTAL PROGRAM MANAGER HELMER gave a Power Point presentation on the item.

No speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

**MOTION BY BILBRAY, SECOND BY KING, TO ADOPT RESOLUTION NO. 2011-7076 AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN AND FORWARD THE CITY'S JURISDICTIONAL URBAN RUNOFF MANAGEMENT PROGRAM (JURMP) ANNUAL REPORT FOR FISCAL YEAR 2010-11 TO THE REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION. MOTION CARRIED UNANIMOUSLY.**

**REPORTS (6.1-6.7)**

**6.1 PROPOSED TERMS AND CONDITIONS OF THE PROPOSED OWNER PARTICIPATION AGREEMENT (OPA) WITH HITZKE DEVELOPMENT CORPORATION FOR THE AMERICAN LEGION AFFORDABLE HOUSING PROJECT AT 1268 PALM AVENUE. (0640-20)**

CITY MANAGER BROWN introduced the item.

REDEVELOPMENT COORDINATOR SELBY noted the developer fee listed on page 3 of the staff report should be corrected to read \$818,000 not \$199,000; and he reported that 9 residential units were added, increasing total costs by \$12,000.

COMMUNITY DEVELOPMENT DIRECTOR WADE reviewed the incentives/development regulation concessions for the project.

SUSAN COLA, Redevelopment Counsel, responded to questions of the Authority relating to the structure of the loan.

COUNCILMEMBER SPRIGGS requested an income statement or balance sheet for the project and he questioned who would manage the property.

GINGER HITZKE, developer, stated the apartments will be managed by a third party management company, the American Legion will manage their own property, there will be a reciprocal easement agreement and the Conditions Covenants and Restrictions will speak to how each property will be managed and maintained; she also stated that the City will review and approve the property management company as well as the management plan.

Consensus of the Housing Authority to direct staff to develop an Owner Participation Agreement for the development of an affordable mixed-use project at 1268 Palm Ave.

**6.2 LEAGUE OF CALIFORNIA CITIES RESOLUTIONS FOR THE SEPTEMBER ANNUAL CONFERENCE. (0140-10)**

Item removed from the agenda by prior City Council action.

**6.3 PROPOSED PROJECT PROPOSALS FOR THE FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM. (0650-34)**

CITY MANAGER BROWN introduced the item and noted that the Graffiti Abatement Program is not a viable choice based on discussions with San Diego County staff.

COMMUNITY DEVELOPMENT DIRECTOR WADE gave a Power Point presentation on the item and recommended support for the 5<sup>th</sup> Street & Imperial Beach Boulevard Crosswalk project.

MIKE OSBORNE expressed concern about safety on Palm Ave. and 5<sup>th</sup> Street.

City Council discussion ensued. A majority of City Council expressed support for the crosswalk at 5<sup>h</sup> Street and Imperial Beach Blvd.

**6.4 RESOLUTION 2011-7075 – APPROVING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT (BID) ANNUAL REPORT FOR FY 10/11 AND SET A PUBLIC HEARING TO CONSIDER LEVYING THE BID ASSESSMENT FOR FISCAL YEAR 11/12. (0465-20)**

CITY MANAGER BROWN introduced the item.

In response to Councilmember Bragg's questions, MIKE OSBOURNE stated the Chamber of Commerce is looking into printing an Imperial Beach business directory; her requests for a business directory map and her suggestion for tourism events will be brought up at a future BID meeting; he spoke of the difficulties in establishing quorum at BID meetings; and he was in support for a Christmas Tree Lane to bring people into Imperial Beach.

COUNCILMEMBER SPRIGGS spoke in support for an Imperial Beach business brochure for placement at the new hotel and for an improved Chamber of Commerce website.

COUNCILMEMBER BRAGG encouraged Mr. Osbourne to consider ways to directly improve businesses in Imperial Beach such as a map of businesses, a business directory, hosting seminars that are beneficial to the local business community, cleaning streets and sidewalks in front of businesses and purchasing additional trashcans.

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2011-7075, APPROVING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ANNUAL REPORT AND DECLARING ITS INTENTION TO LEVY AN ANNUAL ASSESMENT FOR THE DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989 AND SETTING A PUBLIC HEARING FOR OCTOBER 5, 2011. MOTION CARRIED UNANIMOUSLY.**

**6.5 FIRE ACT GRANT APPLICATION – FIRE/RESCUE PUMPER. (1120-05)**

CITY MANAGER BROWN introduced the item.

PUBLIC SAFETY DIRECTOR CLARK reported on the grant review process and spoke of the need for a new apparatus.

Consensus of City Council to authorize the City Manager to sign and submit the Assistance to Firefighters Grant requesting consideration for acquisition of one replacement rescue-pumper apparatus.

**6.6 RESOLUTION NO. 2011-7077 – AUTHORIZING AGREEMENTS WITH URBAN SYSTEM ASSOCIATES, DUDEK & ASSOCIATES, AND POWER PLUS FOR CONSULTANT SERVICES FOR THE STATE ROUTE 75/DELAWARE AND 7<sup>TH</sup> STREETS INTERSECTION PROJECT. (0640-05)**

CITY MANAGER BROWN introduced the item.

REDEVELOPMENT DIRECTOR SELBY reported on the item.

**MOTION BY KING, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2011-7077 AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH URBAN SYSTEM ASSOCIATES, DUDEK & ASSOCIATES, AND POWER PLUS FOR WORK RELATED TO THE CITY/AGENCY COOPERATION AGREEMENT. MOTION CARRIED UNANIMOUSLY.**

**6.7 RESOLUTION NO. 2011-7086 – AWARDED CONTRACT FOR 9<sup>TH</sup> AND PALM CENTER DEMOLITION - MIRACLE SHOPPING CENTER PROPERTY CIP R05-20A. (0640-10)**

CITY MANAGER BROWN introduced the item and stated the second lowest bidder is the most responsible bidder.

CITY ATTORNEY LYON reported that the lowest value bid was determined non responsive because they did not acknowledge a bid addendum; the action tonight will deem the lowest value bid as non responsive and will accept the second lowest value bid; she recommended that the City Council consider the original staff report and resolution that was provided in the agenda packet rather than the revised staff report and resolution that was provided as last minute information; she removed the 9<sup>th</sup> and 10<sup>th</sup> recitals from the original resolution as the funds to pay for the demolition contract is already in the City's general fund and the City will not be utilizing funds under the cooperation agreement with the Redevelopment Agency.

**MOTION BY JANNEY, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2011-7086, APPROVING THE AWARD OF CONTRACT FOR 9<sup>TH</sup> & PALM CTR DEMOLITION – MIRACLE SHOPPING CENTER PROPERTY – CIP R05-20A AS MODIFIED BY THE CITY ATTORNEY. MOTION CARRIED UNANIMOUSLY.**

**ITEMS PULLED FROM THE CONSENT CALENDAR**

None.

**ADJOURNMENT**

Mayor Janney adjourned the meeting at 8:06 p.m.

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James C. Janney, Mayor

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Jacqueline M. Hald, MMC  
City Clerk

# DRAFT

## MINUTES

### REDEVELOPMENT AGENCY HOUSING AUTHORITY

SEPTEMBER 28, 2011

Council Chambers  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932

Special Meeting – 6:00 p.m.

#### **SPECIAL MEETING CALL TO ORDER**

CHAIRPERSON JANNEY called the Special Meeting to order at 6:00 p.m.

#### **ROLL CALL**

Boardmembers/Commissioners present: Spriggs (arrived at 6:02 p.m.), Bragg, King (arrived at 6:05 p.m.)

Boardmembers/Commissioners absent: None

Chairperson present: Janney

Vice Chair present: Bilbray

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

#### **AGENDA CHANGES**

None.

#### **COMMUNICATIONS FROM CITY STAFF**

None.

#### **PUBLIC COMMENT**

None.

#### **REPORTS (1 & 2)**

1. **RESOLUTION NO. R-11-267 APPROVING THE PRELIMINARY DRAFT OF THE INITIAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE. (0640-05)**

CITY MANAGER BROWN reported on the item.

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. R-11-267 APPROVING THE PRELIMINARY DRAFT OF THE INITIAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE. MOTION CARRIED BY THE FOLLOWING VOTE:**

**AYES: BOARDMEMBERS: JANNEY, BILBRAY, BRAGG**

**NOES: BOARDMEMBERS: NONE**

**ABSENT: BOARDMEMBERS: SPRIGGS, KING**

2. **RESOLUTION NO. HA-11- 02 RECEIVING AND APPROVING THE REPORT OF THE HOUSING AUTHORITY'S ACTIVITIES FOR THE PRECEDING FISCAL YEAR IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTIONS 34328 AND 34328.1; AND DIRECTING THE EXECUTIVE DIRECTOR TO FILE THE REPORT WITH THE CLERK OF THE CITY OF IMPERIAL BEACH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ON OR BEFORE OCTOBER 1, 2011. (0412-20 & 0640-05)**

CITY MANAGER BROWN introduced the item.

REDEVELOPMENT COORDINATOR SELBY reported on the item and responded to questions of the Housing Authority.

**MOTION BY BILBRAY, SECOND BY KING, TO ADOPT RESOLUTION NO. HA-11- 02 RECEIVING AND APPROVING THE REPORT OF THE HOUSING AUTHORITY'S ACTIVITIES FOR THE PRECEDING FISCAL YEAR IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTIONS 34328 AND 34328.1; AND DIRECTING THE EXECUTIVE DIRECTOR TO FILE THE REPORT WITH THE CLERK OF THE CITY OF IMPERIAL BEACH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ON OR BEFORE OCTOBER 1, 2011. MOTION CARRIED UNANIMOUSLY.**

**ADJOURNMENT**

CHAIRPERSON JANNEY adjourned the meeting at 6:24 p.m.

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James C. Janney, Chairperson

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Jacqueline M. Hald, MMC  
Secretary

**DRAFT**

**MINUTES**

**HOUSING AUTHORITY**

**OCTOBER 19, 2011**

**COUNCIL CHAMBERS  
825 IMPERIAL BEACH BOULEVARD  
IMPERIAL BEACH, CA 91932**

**SPECIAL MEETING – 6:00 P.M.**

**SPECIAL MEETING CALL TO ORDER**

CHAIRPERSON JANNEY called the Special Meeting to order at 6:00 p.m.

**ROLL CALL**

Commissioners present: Spriggs, Bragg, King

Commissioners absent: None

Chairperson present: Janney

Vice Chair present: Bilbray

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

**AGENDA CHANGES**

None.

**COMMUNICATIONS FROM CITY STAFF**

None.

**PUBLIC COMMENT**

None.

**REPORTS (1)**

1. **RESOLUTION NO. HA-11-04 AMENDING THE TIME AND PLACE OF HOLDING REGULAR MEETINGS OF THE HOUSING AUTHORITY. (0640-20)**

CITY MANAGER BROWN reported on the item.

**MOTION BY BRAGG, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. HA-11-04 AMENDING THE TIME AND PLACE OF HOLDING REGULAR MEETINGS OF THE HOUSING AUTHORITY. MOTION CARRIED UNANIMOUSLY.**

**ADJOURNMENT**

CHAIRPERSON JANNEY adjourned the meeting at 7:41 p.m.

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James C. Janney, Chairperson

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Jacqueline M. Hald, MMC  
Secretary



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER  
  
MEETING DATE: November 2, 2011  
  
ORIGINATING DEPT.: Michael McGrane *MM*  
Finance Director  
SUBJECT: RATIFICATION OF WARRANT REGISTER

**BACKGROUND:**

None

**DISCUSSION:**

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

Vendor	Check	Amount	Description
SD County Sheriff	79317	\$468,046.45	August 2011 Law Enforcement Services

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
79253-79293	10/14/11	\$ 102,733.73
79294-79332	10/20/11	577,182.73
	<b>Sub-Total</b>	<b><u>\$ 679,916.46</u></b>

**PAYROLL CHECKS:**

44233-44262	P.P.E. 10/06/11	\$ 155,625.52
		\$ <u>155,625.52</u>
	<b>TOTAL</b>	<b><u>\$ 835,541.98</u></b>

**FISCAL IMPACT:**

Warrants are issued from budgeted funds.

**DEPARTMENT RECOMMENDATION:**

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

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

 FOR  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

1. Warrant Registers

PREPARED 10/24/2011, 9:52:13  
 PROGRAM: GM350L  
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR  
 FROM 10/14/2011 TO 10/20/2011

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/14/2011	79253	AGRICULTURAL PEST CONTROL	123			95.00	
101-6020-452.21-04	09/27/2011	SEPTEMBER 2011	255586	120242	03/2012	95.00	
10/14/2011	79254	AMERICAN MESSAGING	1759			206.23	
601-5060-436.27-04	10/01/2011	OCT-DEC 2011 SEWER PGNG	L1252241LJ	120187	04/2012	80.42	
101-3020-422.21-04	10/01/2011	OCTOBER 2011	L1074045LJ	120300	04/2012	125.81	
10/14/2011	79255	SOUTHCOAST HEATING & A/C	1554			373.00	
101-1910-419.21-04	09/30/2011	REMVE/REPLCE CIRCUIT BRD	280749	120082	03/2012	373.00	
10/14/2011	79256	AZTEC LANDSCAPING INC	310			1,540.00	
101-5010-431.21-04	09/30/2011	SEPTEMBER 2011	0022290-IN	120093	03/2012	1,540.00	
10/14/2011	79257	BDS ENGINEERING INC	372			820.00	
101-0000-221.01-02	09/29/2011	SEP 2011-PLAN CHECK	11-02F		03/2012	820.00	
10/14/2011	79258	CALIFORNIA COMMERCIAL ASPHALT	590			275.58	
101-5010-431.30-02	09/20/2011	ASPHALT GLUE	107745	120046	03/2012	32.33	
101-5010-431.30-02	09/20/2011	3.01 TONS ASPHALT	107746	120046	03/2012	243.25	
10/14/2011	79259	CA BUILDING STANDARDS COMMISSI	2127			27.00	
101-0000-221.01-07	10/04/2011	JUL-SEP 2011 STATE GREEN	10-05-2011		03/2012	27.00	
10/14/2011	79260	CVA SECURITY	797			60.00	
101-1910-419.20-23	10/01/2011	OCT 2011-EOC	19918	120079	04/2012	30.00	
101-1910-419.20-23	10/01/2011	OCT 2011- PW	20012	120079	04/2012	30.00	
10/14/2011	79261	CLEAN HARBORS	913			541.62	
101-5040-434.21-04	09/30/2011	SEPT 2011	6Y1175299	120038	03/2012	541.62	
10/14/2011	79262	COUNTY OF SAN DIEGO RCS	1065			3,571.00	
101-3010-421.21-25	08/01/2011	JULY 2011	12CTFIBN01	120368	02/2012	2,325.50	
101-3020-422.21-25	08/01/2011	JULY 2011	12CTFIBN01	120368	02/2012	53.00	
101-3030-423.20-06	08/01/2011	JULY 2011	12CTFIBN01	120368	02/2012	1,192.50	
10/14/2011	79263	CYNTHIA TITGEN	2340			440.00	
101-1130-412.20-06	10/10/2011	09/16-10/08/2011	10-10-2011	120101	04/2012	440.00	
10/14/2011	79264	DEPT. OF CONSERVATION	1158			11.87	
101-0000-221.01-01	10/04/2011	JUL-SEP 2011 SMIP FEES	10-05-2011		03/2012	11.87	
10/14/2011	79265	EAGLE NEWSPAPER	1204			110.00	
101-0000-221.01-02	09/21/2011	PUBLIC NOTICE AD-MF 1072	67271		03/2012	110.00	
10/14/2011	79266	FEDERAL EXPRESS CORP.	911			49.84	
101-1110-412.28-09	09/30/2011	SEPT 2011 OVERNIGHT SHPNG	7-646-56817	120239	03/2012	20.62	
101-3040-424.20-16	09/30/2011	SEPT 2011 OVERNIGHT SHPNG	7-646-56817	120239	03/2012	29.22	
10/14/2011	79267	GB'S FENCE COMPANY	1949			3,903.00	
248-1920-519.20-06	09/28/2011	C&G-935 FLORENCE ST	1364	120384	03/2012	3,903.00	

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10/14/2011	79268	GCR TIRE CENTERS	1702			648.38
501-1921-419.28-16	09/23/2011	STOCK TIRES	6313	120059	03/2012	648.38
10/14/2011	79269	GRAINGER	1051			919.19
101-6040-454.30-02	09/19/2011	SAFETY GLASSES	9639437897	120020	03/2012	94.70
101-5010-431.21-23	09/19/2011	BATTERIES	9639437905	120020	03/2012	100.08
101-1910-419.30-02	09/21/2011	BALLASTS/LAMPS	9641292462	120020	03/2012	274.97
101-6020-452.28-01	09/22/2011	PAINT/SANITIZER/GREASE	9642677091	120020	03/2012	78.64
101-1910-419.30-02	09/22/2011	HID LAMP	9642879184	120020	03/2012	51.13
101-1910-419.30-02	09/22/2011	FLUORESCENT FIXTURE/LAMPS	9642879192	120020	03/2012	177.58
101-1910-419.30-02	09/29/2011	UNDERCABINET FIXTURE	9648473495	120020	03/2012	36.85
101-1910-419.30-02	09/29/2011	DRILL BIT/LAMPS	9648473503	120020	03/2012	15.44
101-6020-452.30-02	09/28/2011	SPORTS DRINK MIX	9647669051	120020	03/2012	74.13
501-1921-419.28-16	10/05/2011	AIR COMPRESSOR	9653292392	120020	04/2012	15.67
10/14/2011	79270	GREGORY HUGHES	2367			4,998.11
248-1920-519.20-06	10/04/2011	C&G-1029 4TH STREET	101101	120246	04/2012	4,800.00
248-1920-519.20-06	10/04/2011	CLEAN&GREEN-822 CAROLINA/	101103	F12022	04/2012	131.11
248-1920-519.20-06	10/04/2011	CLEAN&GREEN-1029 4TH-PERM	101102	F12023	04/2012	67.00
10/14/2011	79271	HANSON AGGREGATES INC.	48			1,525.93
101-5010-431.30-02	09/15/2011	CLASS 2 BASE & DG	1202152	120049	03/2012	373.04
101-5010-431.30-02	09/15/2011	9.75 YARDS CONCRETE	509726	120049	03/2012	1,152.89
10/14/2011	79272	I B FIREFIGHTERS ASSOCIATION	214			216.50
101-0000-209.01-08	10/13/2011	PR AP PPE 10/06/2011	20111013		04/2012	216.50
10/14/2011	79273	ICMA RETIREMENT TRUST 457	242			5,509.10
101-0000-209.01-10	10/13/2011	PR AP PPE 10/06/2011	20111013		04/2012	5,509.10
10/14/2011	79274	IMPERIAL BEACH CHAMBER OF COMM	1505			200.00
101-1920-419.29-04	09/14/2011	BEACHFRONT BBQ SPONSORSHI	5988	F12020	03/2012	200.00
10/14/2011	79275	INTERSTATE BATTERY OF SAN DIEG	388			135.85
501-1921-419.28-16	09/30/2011	MT-58	680034564	120021	03/2012	82.00
101-5010-431.28-01	09/30/2011	REPLACEMENT BATTERY	680034565	120021	03/2012	53.85
10/14/2011	79276	J. SIMMS AGENCY	1883			1,250.00
101-1920-419.20-06	10/01/2011	OCTOBER 2011	3069	120096	04/2012	1,250.00
10/14/2011	79277	JOHN DEERE LANDSCAPES	1986			414.21
101-5010-431.30-02	09/19/2011	IRRIGATION BOX	59268006	120040	03/2012	18.86
101-6020-452.30-02	09/28/2011	1" GLOBE VLV FLOW CNTRL	59377924	120040	03/2012	395.35
10/14/2011	79278	KAMAN INDUS TECHNOLOGIES	583			614.85
101-5010-431.28-01	09/16/2011	10FT ROLLER CHAIN	I848557	120022	03/2012	352.94
101-5010-431.28-01	09/19/2011	TRIPLE SPROCKET	K962894	120022	03/2012	118.75
101-5010-431.28-01	09/26/2011	#133 REBORE LABOR	A256380	120022	03/2012	71.75
101-5010-431.28-01	09/26/2011	CONNECTING LINKS	O448046	120022	03/2012	15.70

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101-5010-431.28-01	09/30/2011	#133 LINKS	B361065	120022	03/2012	55.71	
10/14/2011	79279	KOA CORPORATION	611			1,484.40	
101-1230-413.20-06	08/31/2011	7/18-8/14/11 BIKE VILLAGE	J99475XX80	120388	03/2012	1,484.40	
10/14/2011	79280	MIRELES LANDSCAPING	2107			1,120.00	
245-1240-413.20-06	09/30/2011	SEP 2011-DONAX/10TH	1124	120226	03/2012	120.00	
405-1260-413.28-01	09/30/2011	SEP 2011-9TH/PALM	1138	120236	03/2012	1,000.00	
10/14/2011	79281	MPC OUTLET	2157			689.14	
503-1923-419.30-22	09/07/2011	2GB KINGSTON	181095	120298	03/2012	113.14	
503-1923-419.30-22	09/21/2011	V7 PROF 16" MESSENGER	181801	120370	03/2012	576.00	
10/14/2011	79282	PACIFIC SAFETY COUNCIL	1275			9.24	
101-5020-432.28-04	09/12/2011	SAFETY VIDEO RENTAL	68465	120382	03/2012	9.24	
10/14/2011	79283	PRAXAIR DISTRIBUTION INC	1652			163.83	
101-3020-422.30-02	09/21/2011	BREATHING AIR	40828636	120002	03/2012	163.83	
10/14/2011	79284	RODRIGO RODRIGUEZ	2067			3,250.00	
248-1920-519.20-06	07/11/2011	C&G-278 DATE AVENUE	071111	120387	01/2012	3,250.00	
10/14/2011	79285	SEIU LOCAL 221	1821			1,414.70	
101-0000-209.01-08	10/13/2011	PR AP PPE 10/06/2011	20111013		04/2012	1,414.70	
10/14/2011	79286	SKS INC.	412			7,350.65	
501-1921-419.28-15	09/29/2011	1101 GAL REG FUEL	1243238-IN	120058	03/2012	3,914.49	
501-1921-419.28-15	10/06/2011	950 GAL REG FUEL	1243385-IN	120058	04/2012	3,436.16	
10/14/2011	79287	SOUTH WEST SIGNAL	488			4,861.10	
101-5010-431.21-04	09/30/2011	SEPT 2011 SIGNAL MAINT	50477	120047	03/2012	160.00	
101-5010-431.21-23	09/30/2011	ADA PUSH BUTTON INSTALL	50483	120047	03/2012	221.10	
101-5010-431.21-23	09/30/2011	COUNTDOWN PED MODULES	50484	120047	03/2012	4,480.00	
10/14/2011	79288	TERRA BELLA NURSERY, INC.	1946			40.88	
101-6020-452.30-02	08/02/2011	TREES	57891	120043	02/2012	40.88	
10/14/2011	79289	TRAFFIC CONTROL SERVICE INC.	684			268.95	
601-5060-436.30-02	09/20/2011	18" TRAFFIC CONES	1041788	120032	03/2012	173.18	
101-5010-431.21-23	09/22/2011	RTN SIGN POSTS/ANCHORS	CR1028848	120032	03/2012	269.63	
101-5010-431.21-23	09/26/2011	BARRICADE LIGHTS	1042564	120032	03/2012	365.40	
10/14/2011	79290	WAXIE SANITARY SUPPLY	802			545.74	
101-6020-452.30-02	09/28/2011	JANITORAIL SUPPLIES	72881816	120025	03/2012	362.03	
101-6040-454.30-02	09/28/2011	JANITORAIL SUPPLIES	72881816	120025	03/2012	183.71	
10/14/2011	79291	WESTERN HOSE & GASKET	836			107.75	
601-5060-436.28-01	09/20/2011	HOSE CUT/NEW FITTING	256772	120068	03/2012	53.06	
601-5060-436.28-01	09/21/2011	VACTOR SPLICE	256842	120068	03/2012	54.69	
10/14/2011	79292	WESTON SOLUTIONS INC.	2016			52,567.09	
101-5050-535.20-06	08/10/2011	JULY 2011-TJ RIVER QUALTY	AUG2011-01715	011171	02/2012	17,182.95	

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101-5050-535.20-06	07/15/2011	MAY/JUN 2011-TJ RIVER QLT	JUL2011-02243	011171	01/2012	35,384.14
10/14/2011	79293	SWRCB	2397			404.00
101-5000-532.20-06	10/14/2011	PRD-9TH & PALM DEMO	419390		04/2012	404.00
<i>VOID CHECK # 79294</i>						
10/20/2011	79295	ALLIANT INSURANCE SERVICES	1193			2,897.68
101-0000-209.01-13	09/29/2011	PE 09/22/2011	20110929		03/2012	474.40
101-0000-209.01-14	09/29/2011	PE 09/22/2011	20110929		03/2012	506.00
101-0000-209.01-13	10/13/2011	PR AP PPE 10/06/2011	20111013		04/2012	474.40
101-0000-209.01-14	10/13/2011	PR AP PPE 10/06/2011	20111013		04/2012	501.57
101-1010-411.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	27.14
101-1020-411.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	29.43
101-1110-412.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	113.27
101-1130-412.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	46.65
101-1210-413.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	63.22
101-1230-413.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	24.63
101-3070-427.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	3.49
101-3080-428.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	.87
101-1910-419.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	8.72
101-3010-421.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	9.11
101-3020-422.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	59.16
101-3030-423.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	54.80
101-3040-424.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	30.52
101-3050-425.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	3.88
101-3060-426.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	7.76
101-5020-432.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	82.84
101-5010-431.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	21.80
101-5040-434.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	5.67
101-6020-452.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	8.72
101-6010-451.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	4.36
101-6040-454.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	17.44
245-1240-413.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	14.39
402-5000-432.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	8.72
405-1260-413.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	191.86
405-5030-433.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	8.72
601-5060-436.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	21.80
601-5050-436.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	24.85
501-1921-419.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	8.72
502-1922-419.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	10.42
503-1923-419.11-04	10/01/2011	OCT 2011 DISABILITY/LIFE/	10-01-2011		04/2012	28.35
10/20/2011	79296	ARRIETA CONSTRUCTION INC	267			23,157.00
601-5060-536.20-06	09/28/2011	IB BLVD/9TH ST SEWER RPLC	2011314.100	120185	03/2012	23,157.00
10/20/2011	79297	ASBURY ENVIRONMENTAL SERVICES	277			1,189.13
101-5040-434.21-04	09/19/2011	WASTE PICK-UP	130380353	120016	03/2012	946.13
101-5040-434.21-04	09/26/2011	HAZARDOUS RECYCLING	130380803	120016	03/2012	243.00
10/20/2011	79298	CHICAGO TITLE INSUR CO	779			500.00
248-1920-519.20-06	09/23/2011	474 CITRUS AVENUE	737119868 P14	120383	03/2012	500.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10/20/2011 101-1920-419.30-01	79299 10/06/2011	COLE OFFICE PRODUCTS INC	1400 COPY PAPER	304880-0	120385 04/2012	1,271.45 1,271.45
10/20/2011 601-5050-436.29-04	79300 10/05/2011	COUNTY OF SAN DIEGO (PW)	1440 IB STORMWATER PROG	PWCP-1009	120386 04/2012	25,818.00 25,818.00
10/20/2011 503-1923-419.29-04 601-5050-436.21-04	79301 10/02/2011 10/05/2011	COX COMMUNICATIONS	1073 10/01-10/31 3110015533201 10/04-11/03 3110091187001	10-22-2011 10-25-2011	120188 04/2012 120188 04/2012	189.95 10.95 179.00
10/20/2011 101-1210-413.21-04 101-3020-422.21-04 101-3070-427.21-04	79302 10/03/2011 10/03/2011 10/03/2011	DATAQUICK	1134 SEPT 2011 SEPT 2011 SEPT 2011	B1-1972705 B1-1972705 B1-1972705	120189 04/2012 120189 04/2012 120189 04/2012	101.50 6.50 26.00 69.00
10/20/2011 101-1130-412.21-04	79303 10/05/2011	DEPARTMENT OF JUSTICE	1155 SEPTEMBER 2011	872201	120112 04/2012	32.00 32.00
10/20/2011 601-5050-436.21-04	79304 09/28/2011	DOWNSTREAM SERVICES, INC.	1593 SEPT 2011 MAINT-STORM DRN	70265	120037 03/2012	800.00 800.00
10/20/2011 101-1130-412.20-06 101-1130-412.20-06	79305 09/28/2011 10/12/2011	DRUG TESTING NETWORK INC	1195 HAIR FOLICLE TEST DRUG SCREEN-DMV RECERT	57278 57561	120113 03/2012 120113 04/2012	210.95 150.00 60.95
10/20/2011 101-1010-411.28-04	79306 10/11/2011	EDWARD SPRIGGS	2354 REIMBURSE-CONF EXPENSES	10-11-2011	04/2012	150.69 150.69
10/20/2011 601-5050-436.21-04	79307 10/03/2011	ENVIRO MATRIX ANALYTICAL INC	1691 SEPT 2011-DRY WEATHER PRG	1100003	120231 04/2012	475.00 475.00
10/20/2011 101-1210-413.30-01	79308 10/06/2011	JETER SYSTEMS	483 A/P COLOR FILING LABELS	2053520	F12021 04/2012	32.73 32.73
10/20/2011 101-5000-532.20-06 245-1240-513.20-06 101-1920-419.20-06	79309 10/10/2011 10/10/2011 10/10/2011	KANE, BALLMER & BERKMAN	1828 SEP 2011-9TH/PALM DDA SEP 2011-AMERICAN LEGION SEP 2011-PALM AV COMM RDA	17291 17292 17293	111163 04/2012 111163 04/2012 111163 04/2012	19,875.85 1,851.67 16,200.01 1,824.17
10/20/2011 101-3020-422.29-04	79310 10/07/2011	MARK CISNEROS	891 FD OPEN HOUSE REFRESHMNTS	0781120370128	04/2012	52.97 52.97
10/20/2011 501-1921-419.30-02	79311 09/23/2011	MYERS TIRE SUPPLY DIST., INC.	1095 BRAKE BAND	11430061	120055 03/2012	68.83 68.83
10/20/2011 402-5000-532.20-06	79312 09/30/2011	NASLAND ENGINEERING	1656 SEP 2011 9TH/PALM	91094	111165 03/2012	320.00 320.00
10/20/2011 101-6040-454.21-04	79313 09/19/2011	PARTNERSHIP WITH INDUSTRY	1302 P/E 09/15/2011	GS03781	120012 03/2012	2,097.24 986.36

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101-6040-454.21-04	10/03/2011	P/E 09/30/2011	GS03804	120012	04/2012	1,110.88	
10/20/2011	79314	PREFERRED BENEFIT INS ADMIN IN	37			2,521.87	
101-0000-209.01-12	09/29/2011	PE 09/22/2011	20110929		03/2012	1,206.85	
101-0000-209.01-12	10/13/2011	PR AP PPE 10/06/2011	20111013		04/2012	1,206.85	
101-0000-209.01-12	10/01/2011	OCT 2011 - DENTAL	EIA3938		04/2012	108.17	
10/20/2011	79315	PRUDENTIAL OVERALL SUPPLY	72			548.92	
101-5020-432.25-03	09/21/2011	09/21/11 PW UNIFORMS	30209314	120092	03/2012	141.03	
101-5020-432.25-03	09/28/2011	09/28/11 PW UNIFORMS	30210815	120092	03/2012	132.93	
101-5020-432.25-03	10/05/2011	10/05/11 PW UNIFORMS	30212314	120092	04/2012	142.03	
101-5020-432.25-03	10/12/2011	10/12/11 PW UNIFORMS	30213823	120092	04/2012	132.93	
10/20/2011	79316	RUTH CARTIER	2			53.00	
101-0000-121.00-00	10/14/2011	57821	MR Refund		04/2012	53.00	
10/20/2011	79317	SAN DIEGO COUNTY SHERIFF	882			468,046.45	
101-3010-421.20-06	09/23/2011	AUGUST 2011-SHERIFF SVCS	09-23-2011		03/2012	468,837.10	
101-0000-338.60-03	09/23/2011	AUGUST 2011-TWO FEE CRDT	09-23-2011		03/2012	790.65-	
10/20/2011	79318	SDGE	289			5,262.73	
405-1260-413.27-01	10/03/2011	0440 533 7641 08/30-08/29	10-18-2011		03/2012	238.00	
101-5010-431.27-01	10/03/2011	0646 753 1938 08/30-08/29	10-18-2011		03/2012	10.14	
101-5010-431.27-01	10/03/2011	1694 231 2432 08/30-09/29	10-18-2011		03/2012	25.87	
101-5010-431.27-01	09/29/2011	1912 409 2723 08/26-09/27	10-14-2011		03/2012	10.34	
101-6010-451.27-01	10/03/2011	2081 689 7619 08/31-09/30	10-21-2011		03/2012	437.36	
101-5010-431.27-01	10/03/2011	2741 969 9359 08/31-09/30	10-18-2011		03/2012	143.90	
215-6026-452.27-01	10/03/2011	2819 871 6315 08/31-09/30	10-18-2011		03/2012	1,882.20	
101-5010-431.27-01	10/03/2011	3062 843 3719 08/30-09/29	10-18-2011		03/2012	12.85	
101-5010-431.27-01	09/29/2011	5280 340 6641 08/26-09/27	10-14-2011		03/2012	77.97	
101-5010-431.27-01	09/29/2011	5576 188 0541 08/26-09/27	10-14-2011		03/2012	9.95	
601-5060-436.27-01	10/10/2011	8773 823 6424 08/30-09/29	10-25-2011		03/2012	1,842.61	
405-1260-413.27-01	10/03/2011	8774 937 7894 08/30-09/29	10-18-2011		03/2012	52.33	
405-1260-413.27-01	10/03/2011	9424 632 2704 08/30-09/29	10-18-2011		03/2012	24.44	
101-5010-431.27-01	10/06/2011	9476 001 6989 08/31-09/30	10-21-2011		03/2012	494.77	
10/20/2011	79319	SEVILLA, YOLANDA	2			40.00	
101-0000-321.72-10	10/12/2011	OL REFUNDS	0002452		04/2012	40.00	
10/20/2011	79320	SOUTH BAY FOUNDRY INC	477			560.30	
601-5060-436.30-02	09/22/2011	MANHOLE FRAME COVERS	0118622-IN	120035	03/2012	560.30	
10/20/2011	79321	TRAFFIC CONTROL SERVICE INC.	684			391.50	
101-5010-431.21-23	10/03/2011	BARRICADES & FLASHERS	1043662	120032	04/2012	391.50	
10/20/2011	79322	TRAN CONSULTING ENGINEERS	2033			4,080.00	
601-5060-536.20-06	10/03/2011	SEALING/REPAIRING WETWELL	7315	090745	04/2012	4,080.00	
10/20/2011	79323	TYRA HIDALGO	2170			343.90	
101-3020-422.29-04	10/11/2011	REIMBURSE-FD OPEN HOUSE	10-11-2011		04/2012	343.90	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
10/20/2011	79324	VISION PLAN OF AMERICA	785			163.82
101-0000-209.01-18	09/29/2011	PE 09/22/2011	20110929		03/2012	76.96
101-0000-209.01-18	10/13/2011	PR AP PPE 10/06/2011	20111013		04/2012	76.96
101-1920-419.29-04	10/01/2011	NOVEMBER 2011 - VISION	10-01-2011		04/2012	9.90
10/20/2011	79325	WAGE WORKS INC.	2210			97.25
101-1920-419.21-04	10/17/2011	OCT 2011	125AI0171416	120126	04/2012	97.25
10/20/2011	79326	WAXIE SANITARY SUPPLY	802			972.30
101-6040-454.30-02	10/12/2011	JANITORIAL SUPPLIES	72909920	120025	04/2012	972.30
10/20/2011	79327	ZUMAR INDUSTRIED INC.	875			220.17
101-5010-431.21-23	10/06/2011	STREET SIGNS	0133769	120026	04/2012	220.17
<i>VOID CHECKS NO 79328-79331</i>						
10/20/2011	79332	U.S. BANK	1873			14,639.55
503-1923-419.20-06	09/06/2011	WEBSITE DOMAIN RENEWAL	2745-9262-3018-	120340	03/2012	25.00
503-1923-419.28-04	09/07/2011	FOOD GENE KONIKA	037345	120340	03/2012	29.52
503-1923-419.30-22	09/20/2011	POWER CHARGER	034250	120340	03/2012	14.00
503-1923-419.30-22	09/25/2011	POWER CHARGER IPHONE	084409	120340	03/2012	26.93
101-3035-423.25-03	07/26/2011	JRLG CARGO BOX RENTAL	1295478	120338	03/2012	57.64
101-3030-423.28-04	08/22/2011	TRIATHALON REFRESHMENTS	203627	120337	03/2012	135.93
101-3030-423.30-02	08/26/2011	JANITORIAL SUPPLIES	319458	120337	03/2012	100.25
101-3030-423.30-02	08/26/2011	JANITORIAL SUPPLIES	319502	120337	03/2012	161.30
101-3030-423.30-02	08/22/2011	SUNSCREEN	5898	120338	03/2012	29.06
101-3030-423.30-02	08/26/2011	PWC RADIO BAG HEADSET	0023736-IN	120338	03/2012	48.26
101-3030-423.30-02	08/26/2011	WATERPROOF RANGE FINDER	10282485	120338	03/2012	349.95
101-3035-423.25-03	08/26/2011	JRLG CARGO BOX RENTAL	1299880	120338	03/2012	72.30
101-3030-423.30-02	09/04/2011	CONTAINERS/TOOL-LG HQ	013615/8204043	120337	03/2012	27.62
101-3030-423.30-02	09/04/2011	DIVE MASK REPLACEMENT	073429	120337	03/2012	16.15
101-3030-423.30-02	09/06/2011	HANDSOAP DISPENSER REFILL	6133	120337	03/2012	19.36
101-3030-423.28-01	09/07/2011	ELECTRICAL OUTLET HARDWRE	035589/5191892	120337	03/2012	15.73
101-3030-423.30-02	09/07/2011	VHF RADIO POWER UNIT	41-206042	120337	03/2012	107.70
101-3030-423.30-02	09/12/2011	PIER BARRICADES	15056490	120337	03/2012	138.37
101-3030-423.30-02	09/14/2011	WIRING MATERIAL/HARDWARE	091999/8583616	120337	03/2012	60.25
101-3030-423.30-02	09/19/2011	JANITORIAL SUPPLIES	320142	120337	03/2012	75.43
101-3030-423.25-03	09/07/2011	LG SUNGLASSES	889361	120338	03/2012	21.55
101-3030-423.28-01	09/20/2011	RADIO CONTROL HEADSETS	017871	120338	03/2012	452.55
101-1110-412.28-04	08/08/2011	LUNCH-LAND LINE INTERVIEW	6737	120320	03/2012	47.14
101-1010-411.28-04	08/29/2011	BRAGG, L-CONF LODGING	3434865753	120320	03/2012	276.24
101-1010-411.28-14	08/31/2011	E NEWSPAPER	08-31-2011	120320	03/2012	7.92
101-1010-411.28-04	09/21/2011	SPRIGGS, E-CONF TRNSPRTION	5128085	120319	03/2012	20.00
101-1010-411.28-04	09/07/2011	BRAGG, L-CONF TRAVEL	W8KRXL	120320	03/2012	20.00
101-1010-411.28-04	09/21/2011	BRAGG, L-CONF TRNSPRTION	5128083	120328	03/2012	19.00
101-1130-412.28-04	08/17/2011	LUNCH-BROKER INTERVIEWS	6775	120320	02/2012	47.14
101-1130-412.28-04	08/29/2011	LUNCH-INTERVIEWS	6809	120320	02/2012	47.14
101-6010-451.30-02	08/24/2011	COSTCO	22921289*3	120321	03/2012	368.67
101-1010-411.28-04	08/29/2011	BRAGG, L-CONF TRAVEL	W8KRXL	120322	03/2012	43.00
101-1010-411.29-04	08/25/2011	COFFEE & CUPS FOR MTINGS	002820	120329	03/2012	105.95
101-6010-451.30-02	09/12/2011	COSTCO	230294121	120321	03/2012	274.47

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1130-412.28-04	09/01/2011	CORTEZ,E-IFEBP MEMBERSHIP	INV-154924-B4JA	120322	03/2012	145.00
101-1110-412.28-04	09/19/2011	BROWN-LNCH W CPT LINDSEY	051263	120322	03/2012	32.69
101-1010-411.28-04	09/06/2011	09/07/11 COUNCIL DINNER	083639	120329	03/2012	45.00
101-1110-412.29-04	09/06/2011	IMAGES FOR WEBSITE/FLYER/	14981787	120329	03/2012	75.00
101-1110-412.28-14	09/07/2011	SD BUSINESS JOURNAL RNWL	5142984	120329	03/2012	69.00
101-1010-411.28-04	09/08/2011	SODA FOR COUNCIL MEETINGS	023053	120329	03/2012	222.77
101-1010-411.28-04	09/13/2011	SUPPLIES -CC MEETING	044732	120329	03/2012	100.66
101-6010-451.30-02	08/24/2011	JUMPERS-FAMILY DAY	019225	120324	03/2012	200.00
101-6010-451.30-02	08/26/2011	SMART&FINAL-FAMILY DAY	005612	120324	03/2012	167.80
101-6010-451.30-02	08/26/2011	CAFE FOOD-FAMILY DAY	032645	120324	03/2012	146.39
101-6010-451.30-02	08/27/2011	ALBERTSONS-FAMILY DAY	096749	120324	03/2012	39.10
101-3020-422.30-02	08/31/2011	BATTERIES-DOOR OPENER	045427/2571234	120331	03/2012	4.28
101-3020-422.30-02	08/31/2011	ELECTRODES, DEFIBRILLATIO	1420927	120331	03/2012	147.14
101-3020-422.28-09	08/23/2011	SCBA -MAILING/INSURANCE	098720	120333	03/2012	33.25
101-3020-422.30-02	08/31/2011	BROOM HANDLE	001342/2020666	120333	03/2012	6.97
101-3020-422.30-02	08/31/2011	STATION SUPPLIES	035034	120333	03/2012	208.27
101-6010-451.30-02	09/19/2011	YARD BAGS/LYSOL	072302/3573526	120324	03/2012	83.41
101-3020-422.28-09	09/15/2011	SHIPPING-'BA' FOR REPAIRS	082577	120331	03/2012	27.35
101-3020-422.30-02	09/06/2011	PLYMOVENT PART	14039	120333	03/2012	346.62
101-3020-422.30-02	09/11/2011	SHOP RAGS	080013	120333	03/2012	12.92
101-3020-422.30-02	09/16/2011	MAILING EXPIRED VERSED	043486	120333	03/2012	30.15
101-0000-209.01-03	08/31/2011	POSADA,M-EMP COMP LOAN	1281747		03/2012	583.37
405-1260-413.28-12	09/13/2011	CUMMING,E-SEMINAR REG	09-13-2011	120312	03/2012	30.00
405-1260-413.28-12	09/13/2011	SELBY,J-SEMINAR REGISTRN	09-13-2011	120313	03/2012	30.00
101-1230-413.28-04	09/15/2011	WADE,G-MEETING PRKNG FEES	176544	120314	03/2012	2.00
101-5000-532.20-06	09/14/2011	MICROFICHE REPRODUCTION	0890	120317	03/2012	193.95
101-1020-411.28-11	09/19/2011	RECORDS REQUEST	10519	120317	03/2012	19.50
101-3040-424.30-01	08/23/2011	SAFETY BOOTS/GARCIAS-LANE	18/896/42488	120311	02/2012	106.89
101-3070-427.30-01	08/23/2011	SAFETY BOOTS/GARCIAS-LANE	18/896/42488	120311	02/2012	222.76
101-1210-413.28-04	08/31/2011	BUANGAN,E-CALPERS REGTRN	7459	120341	03/2012	300.00
101-1210-413.28-04	09/20/2011	BUANGAN,E-RGSTRTRION GAAP	2675576	120339	03/2012	135.00
101-1210-413.28-04	08/31/2011	SHOUSE,P-CALPERS REGTRN	7458	120341	03/2012	300.00
601-5060-436.30-02	08/23/2011	MOELLER,A-WORK BOOTS	18/738/42484	120342	03/2012	149.95
601-5050-436.30-02	08/23/2011	MOUNTING TABS	6435	120349	03/2012	4.30
101-6040-454.30-02	08/26/2011	IRRIGATION SOLENOID	4982589-A-1	120353	03/2012	56.14
501-1921-419.30-02	08/23/2011	KING,M-WORK BOOTS	18/738/42490	120361	03/2012	147.38
501-1921-419.28-16	08/29/2011	#103 TIRE TUBE	517279	120361	03/2012	19.51
501-1921-419.30-02	08/24/2011	SHOP SUPPLIES	008124/9570329	120362	03/2012	14.31
601-5060-436.30-02	09/19/2011	AERO KROLL CASE	77970490	120342	03/2012	138.50
101-5010-431.30-02	09/05/2011	GALLEGOS,A-WORK BOOTS	013585514520	120343	03/2012	150.00
101-1910-419.30-02	09/15/2011	AMPLIFIER AUDIO EQUIPMENT	026171	120349	03/2012	19.59
101-6040-454.30-02	09/13/2011	SPRINKLER HEADS	5063187-A-1	120353	03/2012	44.18
101-6040-454.30-02	09/13/2011	HUNTER SPRINKLERS	5063229-A-1	120353	03/2012	117.34
501-1921-419.28-16	09/08/2011	#605 REAR SPRING	30122	120362	03/2012	174.50
101-6040-454.30-02	08/23/2011	PLAZA STATE FLAGS	122476A	120352	03/2012	223.83
101-1910-419.30-02	08/29/2011	AMERICAN FLAGS	5689	120352	03/2012	105.00
101-5020-432.25-03	08/30/2011	P/W TEE-SHIRTS	56721	120363	03/2012	1,246.13
101-6040-454.30-02	09/02/2011	BARBER,J-WORK BOOTS	045099	120352	03/2012	150.00
101-6040-454.30-02	09/12/2011	HYDRO COUPLER	29613	120352	03/2012	84.98
101-1910-419.30-02	09/14/2011	MOP/DRILL BITS/TOOLS	088651/8192974	120352	03/2012	14.12

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-6040-454.30-02	09/14/2011	MOP/DRILL BITS/TOOLS	088651/8192974	120352	03/2012	39.08
101-6040-454.30-02	09/14/2011	MOP/DRILL BITS/TOOLS	088651/8192974	120352	03/2012	91.13
101-6040-454.30-22	09/14/2011	MOP/DRILL BITS/TOOLS	088651/8192974	120352	03/2012	75.47
101-6040-454.30-02	09/19/2011	LOAD STOPS	70431	120352	03/2012	82.86
101-6040-454.30-02	09/20/2011	PAINT AND SUPPLIES	021846/2590029	120352	03/2012	188.86
101-1910-419.30-02	09/02/2011	TIMER	023011/0582327	120363	03/2012	5.26
101-5020-432.28-04	09/02/2011	MARTIN,L-QSP EXAM FEE	330129	120363	03/2012	125.00
101-5020-432.25-03	09/08/2011	P/W TEE-SHIRTS	56758	120363	03/2012	72.73
101-5020-432.30-01	09/09/2011	PLOTTER PAPER	09-09-2011	120363	03/2012	28.78
101-1910-419.30-02	08/23/2011	SERRANO,T-WORK BOOTS	18/738/42491	120345	03/2012	135.74
101-6020-452.30-02	08/31/2011	PAINT GRAFFITI	045533/2593485	120345	03/2012	49.88
405-5030-433.30-02	08/23/2011	MARTINEZ, D & H WORK BOOT	013585218588	120347	03/2012	231.62
405-5030-433.30-02	09/02/2011	PAINT LIQUID GEL	010165	120345	03/2012	18.65
405-5030-433.30-02	09/13/2011	PAINT/GRAFFITI	09-13-2011	120345	03/2012	22.54
101-6020-452.30-02	09/15/2011	BRUSHES, PAINT	094434/7564921	120345	03/2012	42.84
101-6020-452.30-02	09/16/2011	US/CA FLAGS	49662	120345	03/2012	220.40
405-5030-433.30-02	09/08/2011	SAFETY GLOVES	15056367	120347	03/2012	27.98
405-5030-433.30-02	09/15/2011	GRAFFITI SUPPLIES	010011/7193098	120347	03/2012	48.06
405-5030-433.30-02	09/21/2011	GRAFFITI SUPPLIES	JKL9-4616	120347	03/2012	99.11
101-6040-454.30-02	08/24/2011	JOINT KNIFE/JOINT TAPE	027646/9592735	120351	03/2012	20.42
101-1910-419.30-02	08/29/2011	SEALANT	035656/4020084	120351	03/2012	27.99
101-1910-419.30-02	08/30/2011	SEALANT	063939/3593371	120351	03/2012	19.33
101-5010-431.30-02	08/23/2011	60LB CONCRETE MIX	039419/0273451	120359	03/2012	180.89
101-1910-419.30-02	09/02/2011	SEALANT	020286/0571440	120351	03/2012	57.99
101-1910-419.30-02	09/02/2011	COMPOUND/DRYWALL	087568/0011403	120351	03/2012	23.96
501-1921-419.30-02	09/04/2011	LUMBER/BATTERIES/STAPLES	066328/5022295	120351	03/2012	57.88
101-1910-419.30-02	09/06/2011	SPRAY TEXTURE	036740/6564016	120351	03/2012	13.87
101-6040-454.30-02	09/12/2011	50W LAMPS	035663/0594770	120351	03/2012	38.73
101-1910-419.30-02	09/16/2011	PRIMER & PAINT	3561-1	120351	03/2012	309.67
101-6040-454.30-02	09/19/2011	2GAL BUCKET/LID-PAINT BR	032031/3595532	120351	03/2012	22.63
101-5010-431.30-02	09/02/2011	CEMENT COLOR	031573/0582319	120359	03/2012	5.57
101-5010-431.30-02	09/08/2011	PROPANE TANK EXCHANGE	004796/4191990	120359	03/2012	19.20
101-6020-452.30-02	08/23/2011	ENTRY SIGN SUPPLIES	023785/0592603	120348	03/2012	43.77
101-1910-419.30-02	08/23/2011	COLAHAN,D-WORK BOOTS	5876623	120348	03/2012	126.05
101-6020-452.30-02	08/25/2011	ADHESIVE/PAINT	040580/8592815	120348	03/2012	15.19
101-6040-454.30-02	08/25/2011	ADHESIVE/PAINT	040580/8592815	120348	03/2012	17.47
101-1910-419.30-02	08/30/2011	SEWER DOOR PAINT	040833/3581972	120348	03/2012	19.35
101-1910-419.30-02	08/31/2011	PAINT/CURTAIN HANGER	093586/2582073	120348	03/2012	10.74
101-1910-419.30-02	08/31/2011	PAINT/CURTAIN HANGER	093586/2582073	120348	03/2012	9.58
101-6030-453.30-02	08/31/2011	PROPANE EXCHANGE-SR CTR	096988/2190413	120348	03/2012	19.20
101-1910-419.30-02	08/31/2011	DOOR HINGE SCREWS	111896	120348	03/2012	10.34
101-1910-419.30-02	09/06/2011	PAINT & ADHESIVE RMVAL	093659/6571965	120348	03/2012	142.20
101-1910-419.30-02	09/08/2011	FLEET FLOOR SUPPLIES	013854/4594504	120348	03/2012	15.32
101-1910-419.30-02	09/08/2011	PAINT SUPPLIES-FLEET	091579/4012975	120348	03/2012	51.44
101-1910-419.30-02	09/09/2011	OUTLET COVER/WIRENUTS	009906/3013193	120348	03/2012	5.28
101-1910-419.30-02	09/09/2011	OUTLET COVER/WIRENUTS	009906/3013193	120348	03/2012	.90
101-5010-431.25-02	07/08/2011	BOBCAT RENTAL	356828	120358	03/2012	296.59
101-5010-431.25-02	07/25/2011	WATER TRUCK RENTAL	4968694-001	120358	03/2012	364.20
601-5060-436.30-02	08/23/2011	BENNETT,E-WORK BOOTS	18/896/42487	120356	03/2012	145.44
101-5010-431.30-02	08/22/2011	PRESSURE TREATED LOGS	155753	120358	03/2012	180.48

PREPARED 10/24/2011, 9:52:13  
 PROGRAM: GM350L  
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR  
 FROM 10/14/2011 TO 10/20/2011

PAGE 10  
 BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR		TRN AMOUNT
101-5010-431.30-02	08/23/2011	CORRALES, L-WORK BOOTS	18/896/42486	120358	03/2012		135.74
101-6020-452.30-02	08/23/2011	TAYLOR, T-WORKS BOOTS	18/738/42489	120364	03/2012		135.72
101-6020-452.30-02	08/24/2011	SPRAY PAINT	071605/9562397	120364	03/2012		17.16
601-5060-436.30-02	09/07/2011	RAMOS, JOSE M-WORK BOOTS	3/577/50976	120356	03/2012		145.44
601-5060-436.28-01	09/20/2011	CLEANERS/TELEPHONE JACKS	030920/2565558	120356	03/2012		16.04
601-5060-436.30-02	09/20/2011	CLEANERS/TELEPHONE JACKS	030920/2565558	120356	03/2012		11.82
101-6040-454.30-02	09/19/2011	GALVANIZING SPRAY	015851/3595550	120358	03/2012		34.07
101-6020-452.30-02	09/14/2011	PLANT MATERIAL	060260/8192942	120364	03/2012		77.38
DATE RANGE TOTAL *							679,916.46 *

**Item No. 2.3**

**No Item**





**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER  
**MEETING DATE:** NOVEMBER 2, 2011  
**ORIGINATING DEPT.:** PUBLIC WORKS *HAL*  
**SUBJECT:** ADOPTION OF RESOLUTION NO. 2011-7110 AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN A REGIONAL WASTE TIRE ENFORCEMENT PROGRAM

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**BACKGROUND:** The City of Imperial Beach, along with the participating cities of Chula Vista and El Cajon, were invited by the City of San Diego to partner on a regional Waste Tire Enforcement Grant application. This Waste Tire Enforcement Grant for FY 2011/12 is offered by the Department of Resources Recycling and Recovery (CalRecycle) and is currently in its 19<sup>th</sup> grant cycle. The City of San Diego will be the Primary Collaborative Jurisdiction submitting the grant application and implementing the Waste Tire Enforcement Program. Imperial Beach will be one of the Participating Collaborative Jurisdictions in the grant that will benefit from the program. The City of Imperial Beach has participated on this Waste Tire Enforcement grant application with the City of San Diego on numerous grant cycles in the past.

**DISCUSSION:** As in previous years, the inspection activities allowed by this grant will be conducted by City of San Diego Local Enforcement Agency (LEA) staff and reimbursed by State grant funds. The Waste Tire inspection activities have been beneficial to the region and to the partnering cities. The City of San Diego LEA will be implementing the Waste Tire Enforcement Program in accordance with the grant application. The City of San Diego LEA staff performs initial inspections and follow-up inspections for all waste tire facilities and sites including the facilities and sites located with the partnering jurisdictions. Violations as the result of the inspections will be reported to CalRecycle and to the local jurisdiction. There is no financial obligation of resources from Imperial Beach to participate in this program.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

None

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2011-7110 authorizing the City of Imperial Beach to participate in a Regional Waste Tire Enforcement Program.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

 FOR  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7110

**RESOLUTION NO. 2011-7110**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN A REGIONAL WASTE TIRE ENFORCEMENT PROGRAM**

**WHEREAS**, funds are allocated and available from the Department of Resources Recycling and Recovery (CalRecycle) for Grants to local governments to perform enforcement, compliance, and surveillance activities of entities involved with the waste tire industry; and

**WHEREAS**, the City of San Diego will be the Primary Collaborative Jurisdiction and the cities of Chula Vista, El Cajon, and Imperial Beach will be the Participating Collaborative Jurisdictions for the Waste Tire Enforcement Grant application for FY 2011/12; and

**WHEREAS**, the City of San Diego Local Enforcement Agency (LEA) would be conducting the inspection and enforcement at businesses that sell tires, generate tire waste, or transport waste tires; and

**WHEREAS**, partnering in a regional program would provide an assurance that tire selling and disposal facilities within the City of Imperial Beach are properly manifested and reported without any direct costs to the City of Imperial Beach; and

**WHEREAS**, the application process for this grant established by the State and CalRecycle requires the governing body for each applicant to certify by resolution its approval of the submittal of Grant Application to CalRecycle.

**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 of San Diego to submit a collaborative application to CalRecycle for the Waste Tire Enforcement Grant for FY 2011/12 on its behalf.
3. The City Manager is authorized and directed to send a letter of support to the City of San Diego to partner in the Waste Tire Enforcement grant application for FY 2011/12

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of November 2011, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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





**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**MEETING DATE:** November 2, 2011

**ORIGINATING DEPT.:** City Manager

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2011-7111  
APPROVING THE FIRST ADDENDUM TO  
TELECOMMUNICATION NETWORK LICENSE AND  
ENCROACHMENT AGREEMENT WITH NEXTG  
NETWORKS OF CALIFORNIA, INC.

---

**BACKGROUND:**

In 2009 NextG Networks of California submitted a request for an Agreement with the City to encroach upon and occupy portions of the public right-of-way for the purposes of installing their wireless facilities. The City approved the NextG request based on the terms, conditions and other considerations set forth in the original Agreement.

NextG possesses a certificate of public convenience and necessity (PCN) from the California Public Utilities Commission, making the company different from most other telecommunications companies. NextG's facilities are used to transmit phone calls by multiple wireless networks, making them different from cell towers which typically serve one company's clientele. Their facilities also differ from the usual cell tower because they are usually installed on light poles/traffic signals and are typically a maximum of two feet in height (see Exhibit A-1 to the Addendum Agreement).

NextG has requested an Addendum to the 2009 Agreement to add an additional node on an existing light pole at the Southwest corner of 13<sup>th</sup> Street and Elm Avenue (see Exhibit A-1). The First Addendum also makes changes to the original agreement as outlined below. These changes are the result of practical experience in implementing the original Agreement. The Addendum simplifies and streamlines the process for both the City and NextG for the review and approval of future proposed NextG facilities.

**DISCUSSION:**

Staff has had discussions with representatives from NextG to process the additional node and to improve the original Agreement. The following are the main points of the proposed First Addendum:

1. The provisions of the original Agreement remain in effect except for those specifically amended.
2. Future Addenda and minor field modifications will be processed administratively by the City Manager or a designee.

3. The original compensation provisions remain in effect except for the Annual Adjustment to the Infrastructure Use Fee. The Addendum establishes a flat 4% per year adjustment. The original agreement used the Consumer Price Index (CPI) for the San Diego Metropolitan area with a minimum 3% increase. The City has recently changed other agreements with wireless providers to use a flat increase of 4% per year for ease of administration, consistency, and certainty for both parties.

### **ENVIRONMENTAL IMPACT**

The Project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(b) (Existing Facilities – Negligible expansion).

### **FISCAL IMPACT:**

The original Agreement required compensation for the use of City infrastructure. This annual Infrastructure Use Fee is the greater of 5% Revenue Sharing or \$500.00 for use of each City facility located within the City's Right-of-Way. This Fee remains the same except for the Annual Adjustment being changed to a flat 4% per year.

### **DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2011-7111 approving the First Addendum to the Telecommunication Network License and Encroachment Agreement between the City of Imperial Beach and NextG Networks of California, Inc.

### **CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



\_\_\_\_\_  
Gary R. Brown, City Manager

Attachments:

1. Resolution No. 2011-7111
2. First Addendum to Telecommunication Network License And Encroachment Agreement

**RESOLUTION NO. 2011-7111**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST ADDENDUM TO THE TELECOMMUNICATION NETWORK LICENSE AND ENCROACHMENT AGREEMENT WITH NEXTG NETWORKS OF CALIFORNIA, INC**

**WHEREAS**, NextG is a telecommunication service provider with a Certificate of Public Convenience and Necessity from the Public Utilities Commission, with legal authority to install its facilities in the public right-of-way; and

**WHEREAS**, the City of Imperial Beach entered into an Agreement with NextG in October 2009 that established procedures for installation of new facilities (nodes), and

**WHEREAS**, the City of Imperial Beach and NextG have agreed to the Addendum attached to this Resolution to improve and simplify the administration of the original Agreement.

**NOW, THEREFORE**, the City Council of the City of Imperial Beach, California, does hereby resolve as follows:

1. The City Council hereby authorizes the City Manager to execute the First Addendum to the Agreement between the City of Imperial Beach and NextG regarding installation of telecommunications facilities.

2. The City Council hereby delegates to the City Manager the ability to take all steps necessary to implement the purpose and intent of this Resolution.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2nd day of November 2011, by the following roll call vote:

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

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

**ATTEST:**

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

**FIRST ADDENDUM TO TELECOMMUNICATION NETWORK  
LICENSE AND ENCROACHMENT AGREEMENT  
WITH NEXTG NETWORKS OF CALIFORNIA, INC.**

This agreement is made and entered into as of the date signed by the City (“Effective Date”), and shall be identified as the First Addendum to Telecommunications Network License and Encroachment Agreement (“First Addendum”), entered into by and between the **City of Imperial Beach**, a California municipal corporation (the “City”) and **NextG Networks of California, Inc.**, a Delaware corporation (“NextG,” collectively, the “Parties”).

**RECITALS**

A. **WHEREAS**, the Parties entered into an agreement (on file with the Clerk of the City of Imperial Beach) dated September 2, 2009 (hereinafter “Agreement”), whereby NextG acquired a license to occupy portions of the public rights-of-way upon City owned infrastructure for providing telecommunication services for its customers;

B. **WHEREAS**, the Agreement provides in Section 4 that the deployment of any new nodes beyond the original two (2) Nodes (“Original Nodes”) will be processed as an addendum to the Agreement.

C. **WHEREAS**, NextG and the City hereby agree to amend the Agreement as more particularly described herein, which consists of the deployment of one (1) new node (the “Additional Node”) and Addendum Work, as defined in section 5 below. In the event of any conflict between the Agreement and the First Addendum, the terms of this First Addendum shall control.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the Recitals stated above, and incorporated herein by this reference and the mutual obligations of the Parties expressed herein, the City and NextG agree as follows:

1. **SCOPE OF FIRST ADDENDUM.** That all the terms and conditions of the original Agreement between the City and NextG are of full force and effect except as expressly and specifically amended herein. All terms and conditions of the Agreement, including the Waiver of Rights in Section 5, shall apply to the Additional Node.

2. **FUTURE ADDENDA.** Section 4 of the Agreement shall be deleted in its entirety and amended to read as follows:

“In the initial deployment, City agrees to permit Licensee to place the Original Nodes described in Exhibit A, attached hereto to this Agreement. Any additional permits that are required for new nodes beyond the one (1) Additional Node contemplated herein with this First Addendum shall be administratively processed by the City Manager or his/her designee. The City Manager or his/her designee shall be authorized to make additional Addenda to the

Agreement on behalf of the City and City Council. NextG shall continue to pay all application processing fees, including, but not limited to, any encroachment permit fees.

Node antenna and supporting Node equipment for the Original Nodes, Additional Node and any new nodes shall be placed by Licensee at its lowest point on the Streetlight pole or comparable facility located in the Public Way, but must be placed at a minimum height of eight feet (8) above the ground. Licensee shall ensure that all of its Facilities are placed in a manner so as to interfere as little as possible with the use of the Public Right of Way and other City property, and Licensee shall take all necessary steps to ensure that its Facilities do not present a dangerous condition or are located where members of the public may foreseeably injure themselves.”

3. DESCRIPTION OF NEW DEPLOYMENT. That Exhibit A-1, attached hereto, represents the new deployment planned by NextG in the City. The City Community Development, Public Works and other Department review has not taken place at the time this First Addendum was entered into. Thus, City reserves all rights to require NextG to adjust and relocate its proposed Additional Node location.

4. FIELD MODIFICATIONS ALLOWED. NextG will call for inspections by City inspectors pursuant to City’s standard practices for installation inspections. The Parties understand that adjustments may need to be made from time-to-time in the field related to the location of the Original Nodes and Additional Node described in Exhibit A-1. Although the location of the Additional Node will be substantially as described in A-1, the City Manager or his/her designee and NextG may make reasonable adjustments to the deployment plan in order to accomplish the Parties’ objectives. Notwithstanding the foregoing sentence, the City Manager or his/her designee will have the final decision in the placement of any node on any City infrastructure.

5. WORK COMPLETION. All work contemplated under this First Addendum, including, but not limited to, any construction, fiber work, trenching, modifications, maintenance, or boring located in the public right-of-way (the “Addendum Work”), shall be completed by NextG within 45 days after City approval of this First Addendum. Any subsequent addendum and related work must be approved in writing by the City Manager or his/her designee.

6. COMPENSATION AND PERFORMANCE BOND. NextG agrees to compensate the City for the Additional Node described in Exhibit A-1 as specified in Section 6 of the Agreement. This shall include the Processing Fee, Infrastructure Use Fee, Right of Way Use Fee, and the requisite City permitting fees. NextG shall be required to post a performance bond for all work contemplated under this First Addendum.

7. MINIMUM ANNUAL FEE ADJUSTMENT. Section 6(e) of the Agreement is hereby deleted in its entirety and amended to read as follows:

“The Infrastructure Use Fee will be increased annually on the anniversary of the Commencement Date by four percent (4%).”

8. OTHER REGULATIONS. Section 34. of the Agreement, labeled Other Regulations, shall be deleted in its entirety and amended to read as follows:

“All Licensee’s use of the Public Rights-of-Way and Municipal Facilities under this Agreement shall be in accordance with the laws of the United States of America, the State of California, and in accordance with all applicable rules and regulations, and ordinances of the City of Imperial Beach now in force, or hereinafter prescribed or promulgated by resolution or ordinance, or by State or Federal Law. Licensee shall also comply with all City-issued permits and approvals, including, but not limited to, any encroachment permit.”

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

CITY: **THE CITY OF IMPERIAL BEACH**

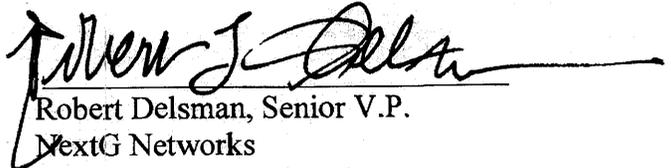
DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Brown, City Manager

LICENSEE:

**NEXTG NETWORKS OF CALIFORNIA, INC.**

DATE: \_\_\_\_\_

By:   
Robert Delsman, Senior V.P.  
NextG Networks

APPROVED AS TO FORM:

Approved as to Form and Legal Sufficiency:

Signature/Initials
Date: <u>10</u> / <u>21</u> / <u>2011</u>

By: \_\_\_\_\_  
Jennifer M. Lyon, City Attorney

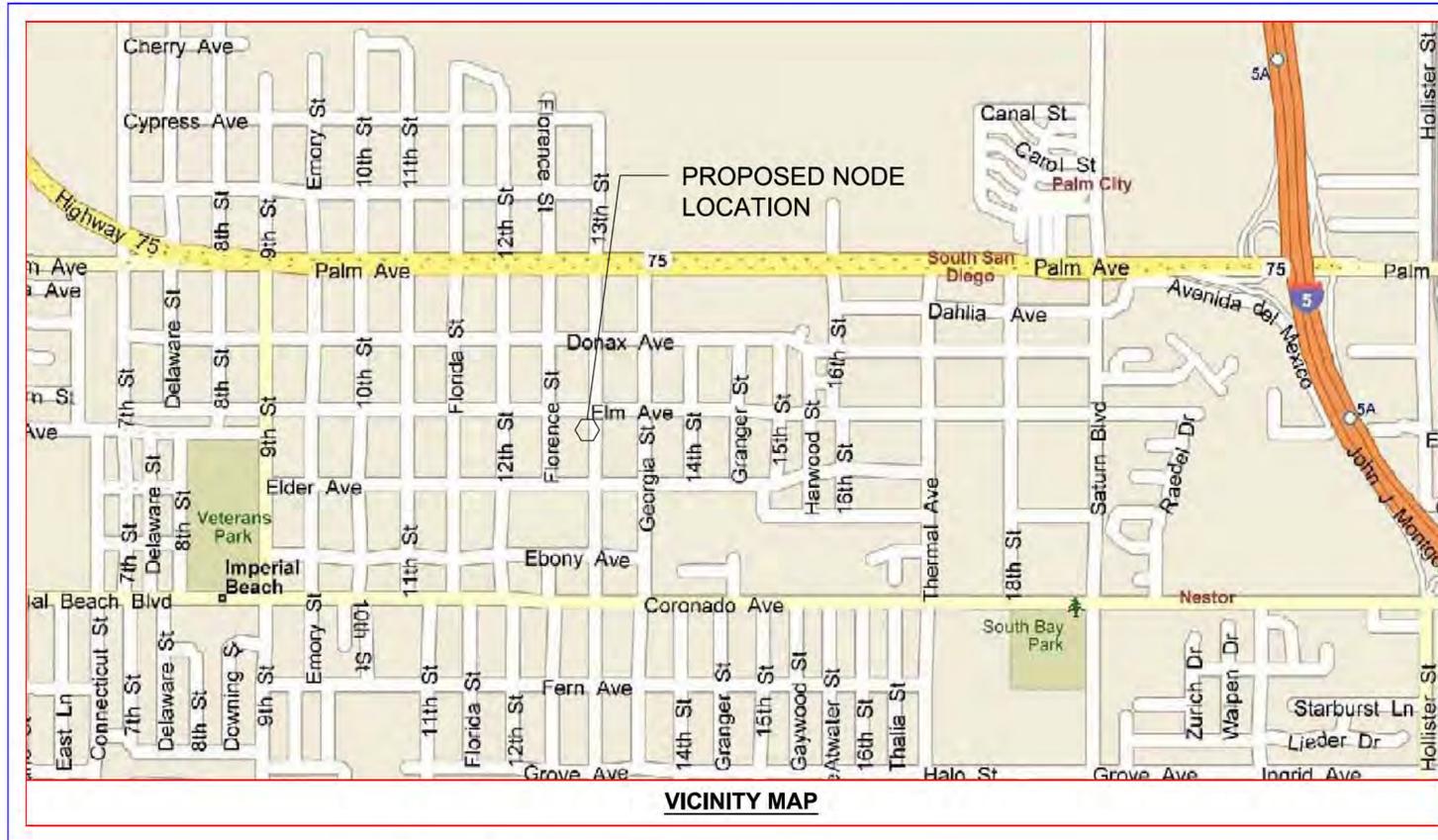
Exhibit:

Exhibit A-1: Location of Node to be deployed as part of this First Addendum



# CBM1017CA-SD-SAN901-F

ROW ADJACENT TO  
1291 ELM AVE  
CITY OF IMPERIAL BEACH, CA



**GENERAL NOTES**

- INDEMNIFICATION CLAUSE: THE CONTRACTOR AGREES AND SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY OF THE JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTIES. THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONDITIONS. THE CONTRACTOR FURTHER AGREES TO DEFEND INDEMNITY AND HOLD CRICKET REPRESENTATIVES, AND ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT
- PRIOR TO THE BEGINNING OF ANY CONSTRUCTION AND THROUGHOUT THE COURSE OF CONSTRUCTION WORK, THE CONTRACTOR SHALL FULLY COMPLY WITH "CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT OF 1973 INCLUDING ALL REVISIONS AND AMENDMENTS THERETO.
- ALL WORK SHALL CONFORM TO THE LATEST EDITION OF GO 95, 128, AND THE STANDARD "SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", AS ADOPTED BY THE CITY, COUNTY, OR STATE AS MODIFIED BY STANDARDS PLANS AND ADDENDUMS.
- THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCIES FACILITIES AS SHOWN HEREON ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST, THE CONTRACTOR SHALL VERIFY PRIOR TO THE START OF CONSTRUCTION AND SHALL USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY OR AGENCY FACILITIES WITHIN THE LIMITS OF WORK, WHETHER THEY ARE SHOWN ON THIS PLAN OR NOT.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (800) 227-2600, AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY EXCAVATION.
- THE CONTRACTOR SHALL NOTIFY THE CITY, COUNTY, OR STATE ENGINEER INSPECTION DEPARTMENT, AT LEAST TWO DAYS BEFORE START OF ANY WORK REQUIRING THEIR INVOLVEMENT.
- ALL WORK AREA AND STREET TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE WORK AREA TRAFFIC CONTROL HANDBOOK AND SPECIFICATIONS FROM THE CITY, COUNTY OR STATE.
- THE CITY, COUNTY OR STATE SHALL SPECIFY THE EXPIRATION PERIOD OF THE PERMIT FOR THE FINISHED GRADE AT ALL TIMES.
- THE MINIMUM COVER FOR ALL CONDUITS PLACED UNDERGROUND SHALL BE 24 INCHES TO THE FINISHED GRADE AT ALL TIMES.
- THE CONTRACTOR SHALL TUNNEL ALL CURB AND GUTTERS AND BORE ALL CONCRETE DRIVEWAYS AND WALKWAYS AT THE DIRECTION OF THE CITY, COUNTY, OR STATE INSPECTOR.
- ALL AC. AND / OR CONCRETE PAVEMENT SHALL BE REPLACED AT THE DIRECTION OF THE CITY, COUNTY, OR STATE ENGINEERS.
- ALL SHRUBS, PLANTS OR TREES THAT HAVE BEEN DAMAGED OR DISTURBED DURING THE COURSE OF THE WORK, SHALL BE REPLANTED AND / OR REPLACED SO AS TO RESTORE THE WORK SITE TO ITS ORIGINAL CONDITION.
- IF DAMAGE OCCURS TO THE CITY OR COUNTY FACILITIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY TRAFFIC CONTROL LIGHTING, AND STREET LIGHTING.
- AT LEAST TWO DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK, NOTIFY THE POLICE TRAFFIC BUREAU AND THE FIRE DEPARTMENT.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROCESSING OF ALL APPLICATION PERMIT FORMS ALONG WITH THE REQUIRED LIABILITY INSURANCE FORMS, CLEARLY DEMONSTRATING THAT CRICKET, THE CITY, COUNTY OR STATE IS ALSO INSURED WITH THE REQUIRED LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000.00 FOR THIS CONSTRUCTION PROJECT.
- VAULTS, PEDESTALS, CONDUITS AND OTHER TYPES OF SUBSTRUCTURE ARE EITHER SPECIFIED ON THIS PLAN OR WILL BE SPECIFIED BY THE CONSTRUCTION ENGINEER. ANY AND ALL DEVIATIONS FROM THE SPECIFIED TYPES OF MATERIAL MUST BE APPROVED BY THE SYSTEM ENGINEER IN WRITING BEFORE INSTALLATION THEREOF.
- ALL U.G. CONDUIT MUST BE SCHEDULE 40 OR BETTER.
- CONDUIT REQUIREMENTS:  
UG-SCHEDULE 40 EXCEPT ALL RADIUS CONDUITS TO BE SCH. 80 RISERS-SCHEDULE 80  
ALL CONDUIT MANDRELED & EQUIPPED WITH 3/8" PULL ROPE & MEASURING TAPE
- GROUND REQUIREMENTS:  
58" ROD-10' LENGTH  
#2 GROUND WIRE  
WOOD MOLDING, STAPLED EVERY 3' AND AT EACH END GROUNDS 2' FROM POLE
- POWER REQUIREMENT FOR 3 WIRE SERVICE 120/240V
- CONTRACTOR SHALL NOTIFY POWER COMPANY THREE DAYS PRIOR TO TRENCH EXCAVATION FOR CONDUIT INSPECTION.

REV	DATE	DESCRIPTION	BY



1-800-227-2600  
CALL AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT  
TICKET # \_\_\_\_\_

**SHEET INDEX:**

TITLE SHEET	SHEET 1 OF 6
SITE PLAN	SHEET 2 OF 6
POLE PROFILE	SHEET 3 OF 6
DETAIL SHEET	SHEET 4 OF 6
DETAIL SHEET	SHEET 5 OF 6
DETAIL SHEET	SHEET 6 OF 6

**CCI TELECOMMUNICATIONS CONSULTANTS**

COASTAL COMMUNICATIONS  
3355 Mission Ave Ste. 234  
Oceanside, Ca 92058  
(760) 754-9240

CODE COMPLIANCE	
1. CALIFORNIA ADMINISTRATIVE CODE (INCL TITLES 24 & 25)	5. ANSI/DIA-222-F LIFE SAFETY CODE NEPA-101
2. 2007 CALIFORNIA BUILDING CODE WHICH ADOPTS THE 1997 UBV, 200 UMC, 2000 UPC AND THE 1999 NEC.	6. UNIFORM PLUMBING CODE
3. BUILDING OFFICIALS AND CODE ADMINISTRATORS (BOCA)	7. NATIONAL ELECTRIC CODE
4. UNIFORM MECHANICAL CODE	8. LOCAL BUILDING CODE
	9. CITY/COUNTY ORDINANCES

**GENERAL CONTRACTOR NOTES**

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

**PROJECT DESCRIPTION**

THIS PROJECT CONSISTS OF THE INSTALLATION OF ANTENNAS AND AUXILIARY EQUIPMENT IS TO BE MOUNTED ON STREETLIGHTS, TRAFFIC SIGNALS, WOOD POLES AND / OR STEEL POLES.

**PROJECT MANAGER**

NAME: NEXTG NETWORKS OF CALIFORNIA, INC.  
ADDRESS: 2125 WRIGHT AVE STE C9  
CITY, STATE, ZIP: LA VERNE, CA 91750  
CONTACT: ERICKA CHONG  
PHONE: (909) 593-9700  
EMAIL: ECHONG@NEXTGNETWORKS.NET

**CONSTRUCTION MANAGER**

NAME: HP COMMUNICATIONS INC.  
ADDRESS: 10400 TREENA ST  
CITY, STATE, ZIP: SAN DIEGO, CA 92131  
CONTACT: CHRIS DOTINGA  
PHONE: (951) 538-7656  
EMAIL: CHRIS.DOTINGA@HPCOMMINC.COM

**FIBER MANAGER**

NAME: NEXTG NETWORKS OF CALIFORNIA, INC.  
ADDRESS: 2125 WRIGHT AVE STE C9  
CITY, STATE, ZIP: LA VERNE, CA 91750  
CONTACT: CHAD RASMUSSEN  
PHONE: (703) 349-5585  
EMAIL: CRASMUSSEN@NEXTGNETWORKS.NET

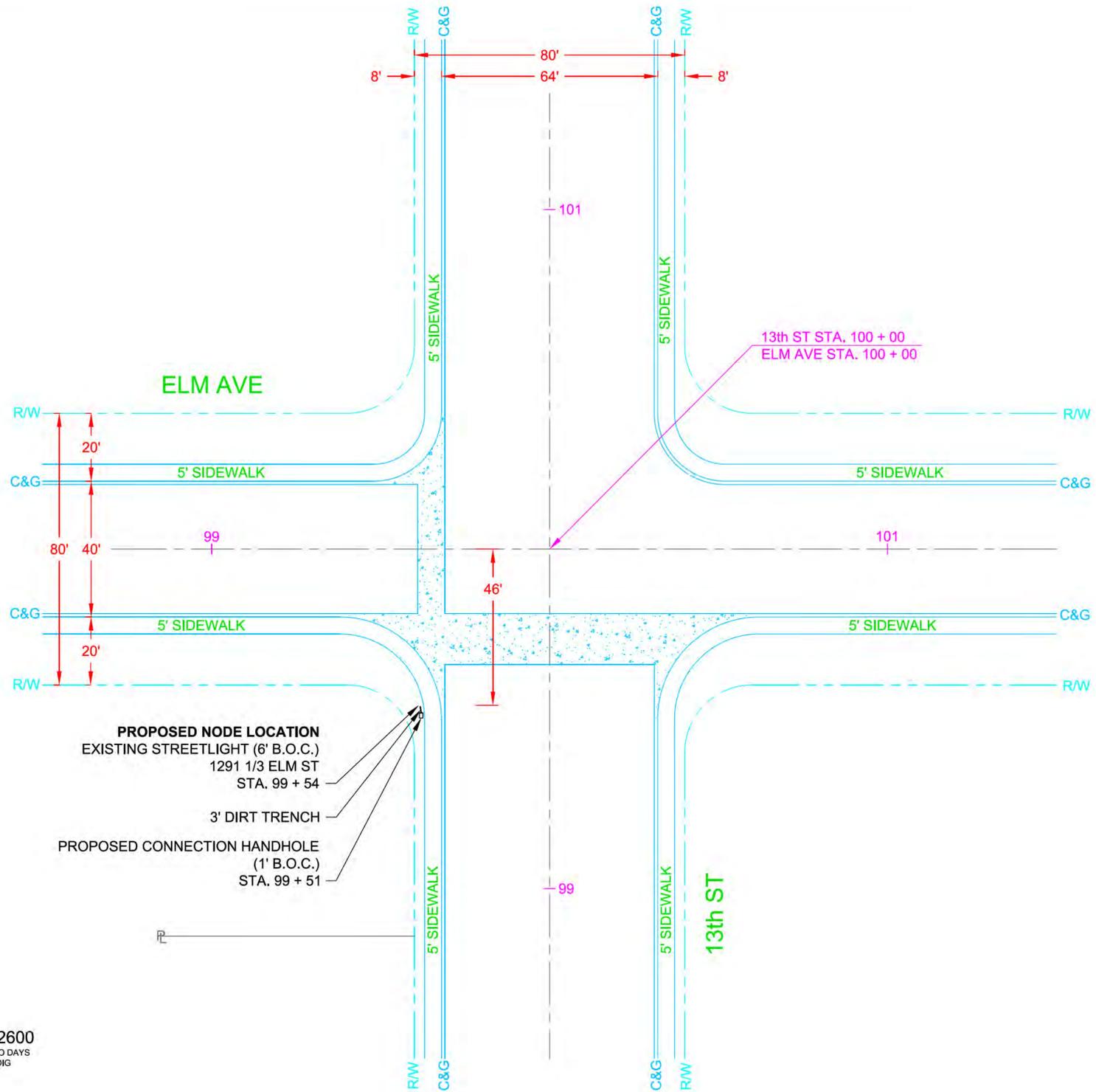
**NODE ENGINEER**

NAME: COASTAL COMMUNICATIONS  
ADDRESS: 3355 MISSION AVE STE. 234  
CITY, STATE, ZIP: OCEANSIDE, CA 92058  
CONTACT: TODD THREWE  
PHONE: (760) 754-9240 ext. 101  
EMAIL: TODD@COASTALCOMMINC.COM

PROJECT NAME: CRICKET  
DESIGN TYPE: NODE DESIGN  
T.B.G. MAP NO.: 1329-H7  
APN: 6264621700  
ENGINEERED BY: CCI DATE: 06/21/10  
DRAFTED BY: ANTHONY RANDALL REVISED DATE:  
ELECTRONIC FILE NAME: CBM1017CA-SD-SAN901-F

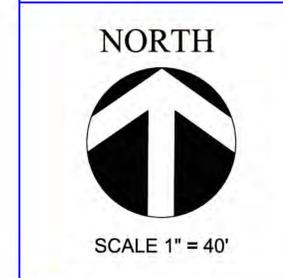
LATITUDE: 32.58056  
LONGITUDE: -117.10584  
HEADEND: HUB 4, 6, 10, 13  
BASE STATION ID: NA  
CASCADE ID: NA  
SITE NO.: CBM1017CA-SD-SAN901-F  
LOCATION:  
ROW ADJACENT TO  
1291 ELM AVE  
CITY OF IMPERIAL BEACH, CA  
PLAN No.: SHEET 1 OF 6

**TITLE SHEET**



FOOTAGE TOTALS	
DIRT TRENCH	3'
TOTAL	3'

EQUIPMENT LEGEND	
	= STREETLIGHT
	= RIGHT OF WAY
	= CENTERLINE
	= PROPERTY LINE
	= CURB & GUTTER
	= CONNECTION HANDHOLE



**PROPOSED NODE LOCATION**  
 EXISTING STREETLIGHT (6' B.O.C.)  
 1291 1/3 ELM ST  
 STA. 99 + 54

3' DIRT TRENCH

PROPOSED CONNECTION HANDHOLE  
 (1' B.O.C.)  
 STA. 99 + 51

**DIGALERT**



1-800-227-2600  
 CALL AT LEAST TWO DAYS  
 BEFORE YOU DIG

UNDERGROUND SERVICE ALERT

TICKET # \_\_\_\_\_



COASTAL COMMUNICATIONS  
 3355 Mission Ave Ste. 234  
 Oceanside, Ca 92058  
 (760) 754-9240

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS ARE TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- |   |   |
|---|---|
| 1. CALIFORNIA ADMINISTRATIVE CODE (INCL TITLES 24 & 25)   | 5. ANSI/DIA-222-F LIFE SAFETY CODE NEPA-101 |
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|   | 9. CITY/COUNTY ORDINANCES                   |

CODE COMPLIANCE

**GENERAL CONTRACTOR NOTES**

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

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**PROJECT TEAM**

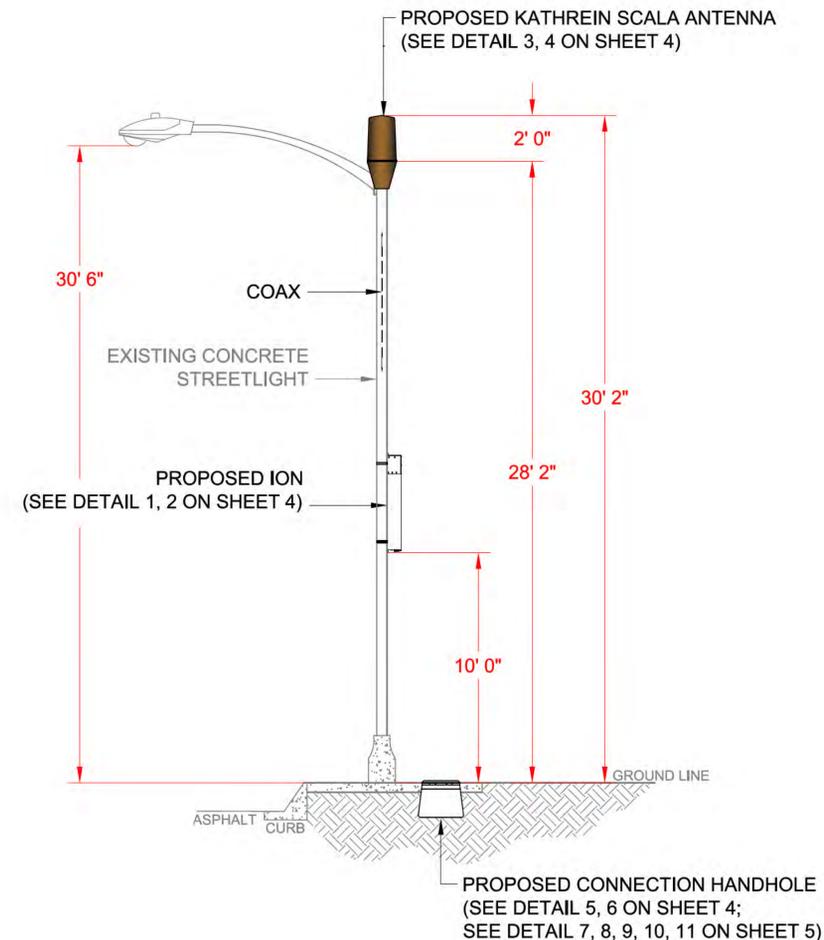
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 EMAIL: CRASMUSSEN@NEXTGNETWORKS.NET

**NODE ENGINEER**

NAME: COASTAL COMMUNICATIONS  
 ADDRESS: 3355 MISSION AVE STE. 234  
 CITY, STATE, ZIP: OCEANSIDE, CA 92058  
 CONTACT: TODD THREWE  
 PHONE: (760) 754-9240 ext. 101  
 EMAIL: TODD@COASTALCOMMINC.COM

PROJECT NAME: CRICKET	LATITUDE: 32.58056
DESIGN TYPE: NODE DESIGN	LONGITUDE: -117.10584
T.B.G. MAP NO.: 1329-H7	HEADEND: HUB 4, 6, 10, 13
APN: 6264621700	BASE STATION ID: NA
ENGINEERED BY: CCI DATE: 06/21/10	CASCADE ID: NA
DRAFTED BY: ANTHONY RANDALL REVISED DATE:	SITE NO.: CBM1017CA-SD-SAN901-F
ELECTRONIC FILE NAME: CBM1017CA-SD-SAN901-F	LOCATION: ROW ADJACENT TO 1291 ELM AVE CITY OF IMPERIAL BEACH, CA
<b>SITE PLAN</b>	
PLAN No.:	SHEET 2 OF 6



**A STREETLIGHT**      **9 O'CLOCK VIEW**      SCALE N.T.S.



**B DIGITAL PHOTO**      **9 O'CLOCK VIEW**      SCALE N.T.S.

**MAKE READY**

CONCRETE STREETLIGHT

**NEW CONSTRUCTION**

NEXTG TO MOUNT KATHREIN SCALA ANTENNA ON TOP OF EXISTING CONCRETE STREETLIGHT.  
 NEXTG TO MOUNT ION @ 10' 0" ABOVE GROUND LEVEL.  
 NEXTG TO PLACE CONNECTION HANDHOLE @ 3' 0" SOUTH OF EXISTING CONCRETE POLE.  
 SDG&E TO PROVIDE SECONDARY SERVICE.

**NOTES:**

TOP OF POLE: 28' 2"  
 TOP OF ANTENNA: 30' 2"  
 ANTENNA TYPE: KATHREIN SCALA ANTENNA

SCALE  
N.T.S.



UNDERGROUND SERVICE ALERT  
TICKET # \_\_\_\_\_

**SERVICE EQUIPMENT POLE PROFILE**

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Oceanside, Ca 92058  
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<b>CODE COMPLIANCE</b>	

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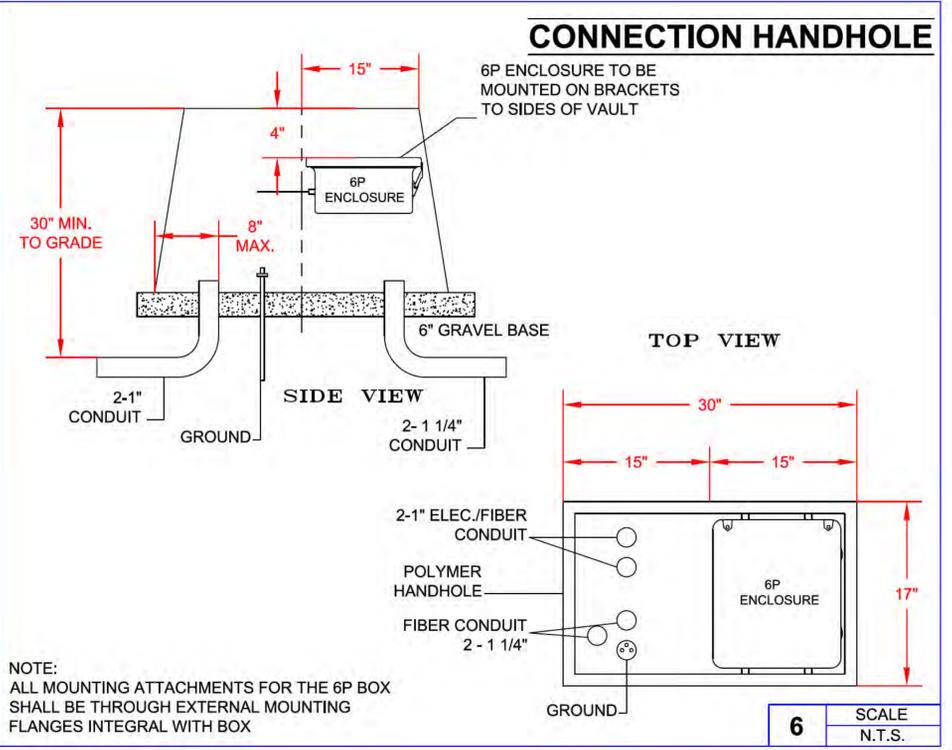
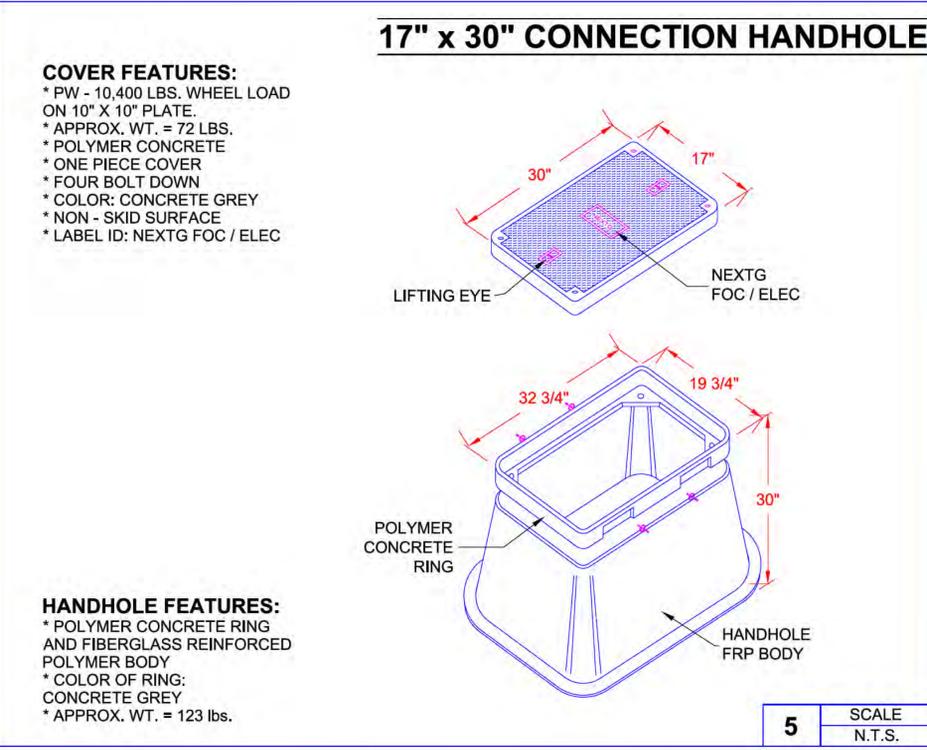
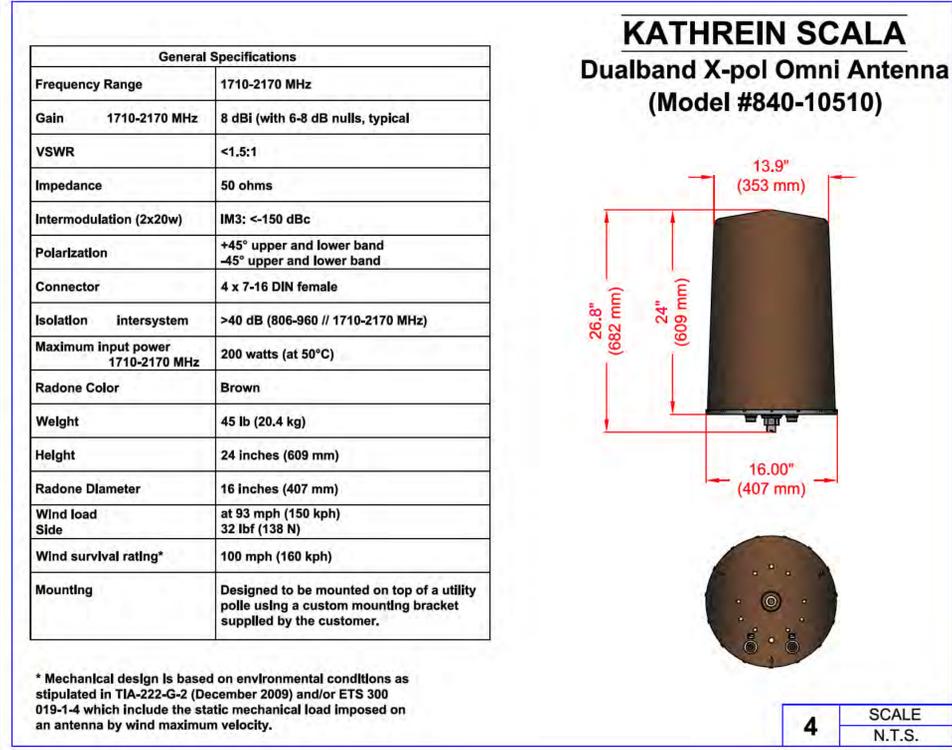
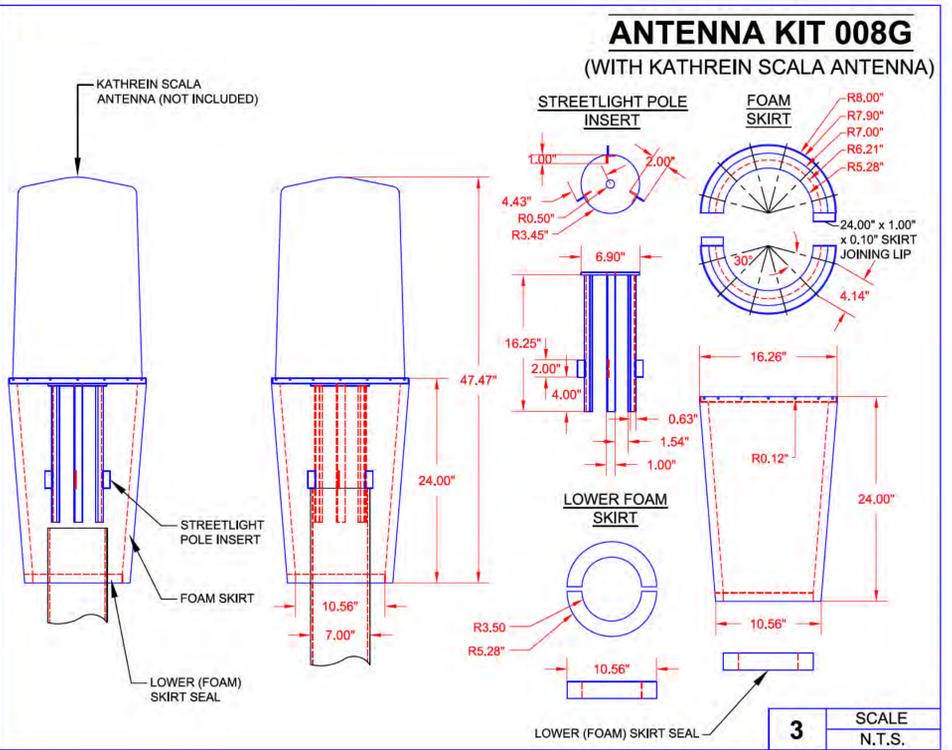
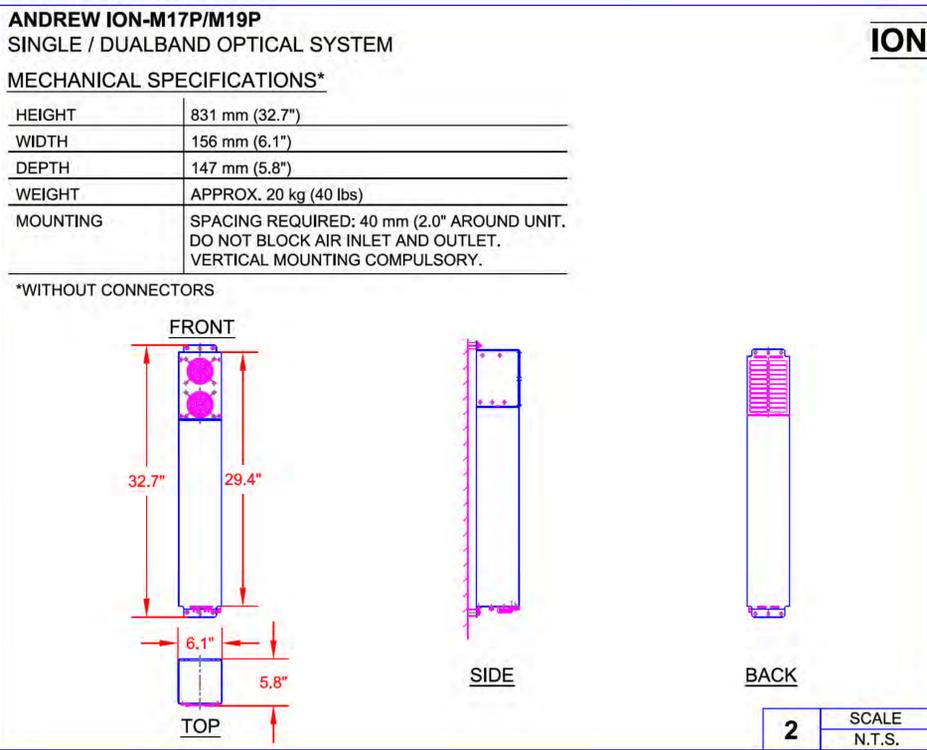
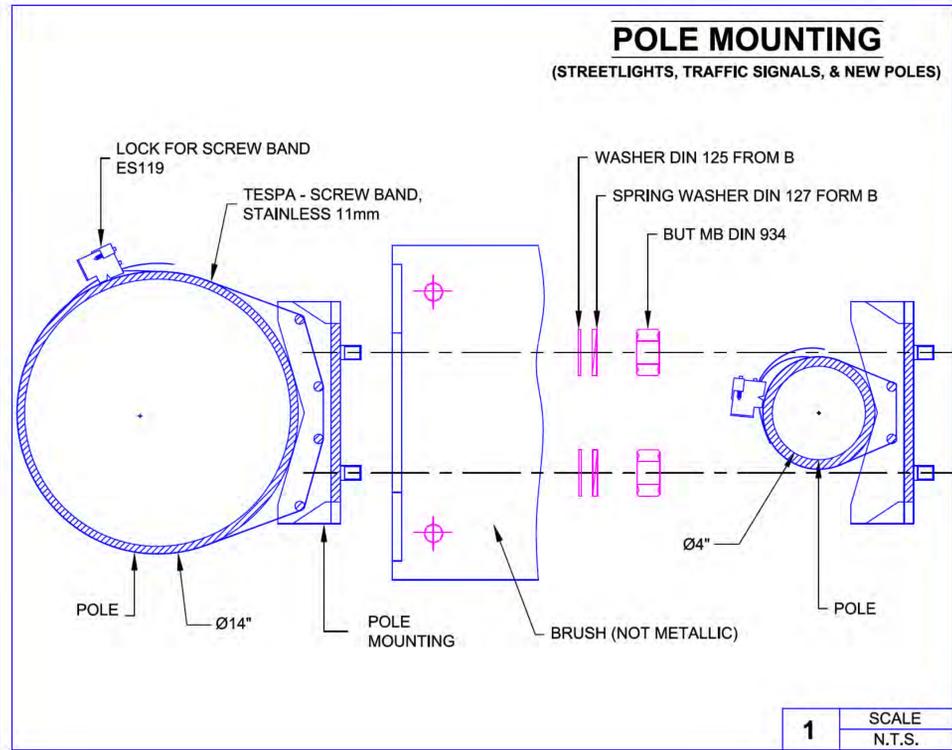
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 EMAIL: CRASMUSSEN@NEXTGNETWORKS.NET

**NODE ENGINEER**

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 ADDRESS: 3355 MISSION AVE STE. 234  
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 CONTACT: TODD THREW  
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<b>POLE PROFILE</b>	
PLAN No.:	SHEET 3 OF 6



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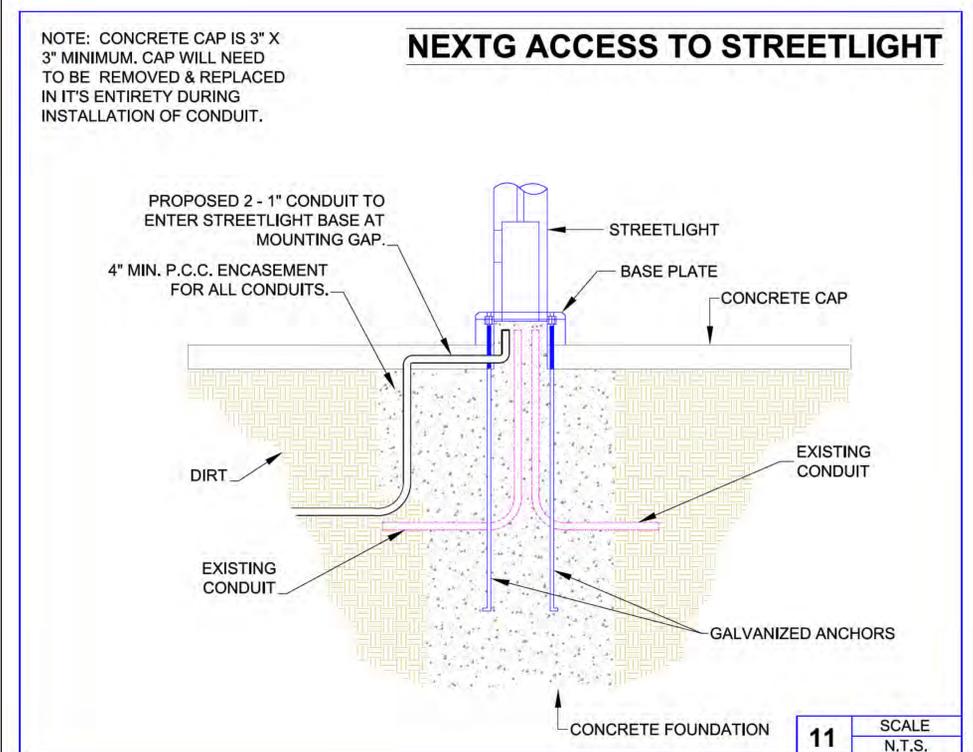
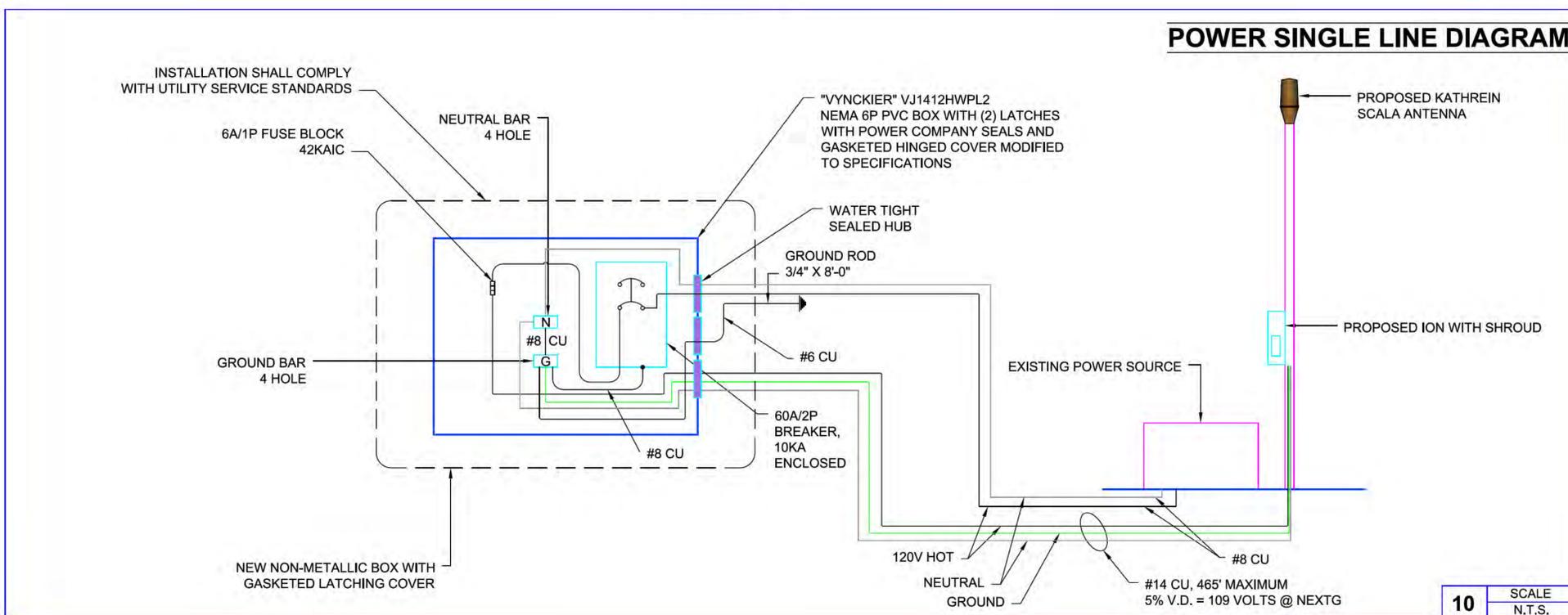
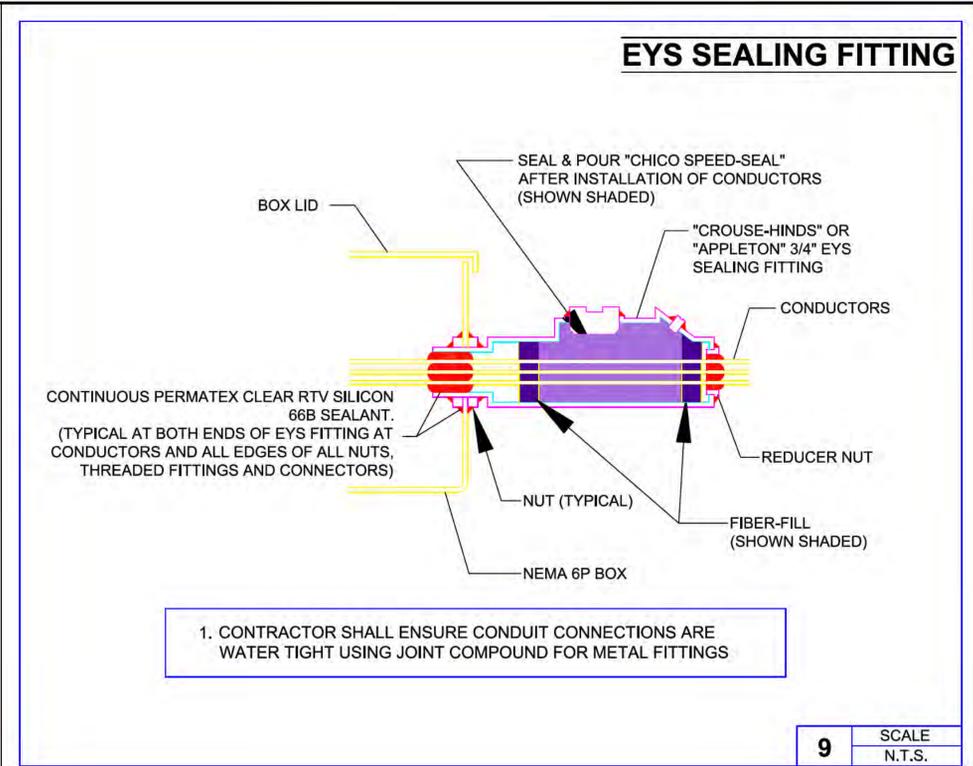
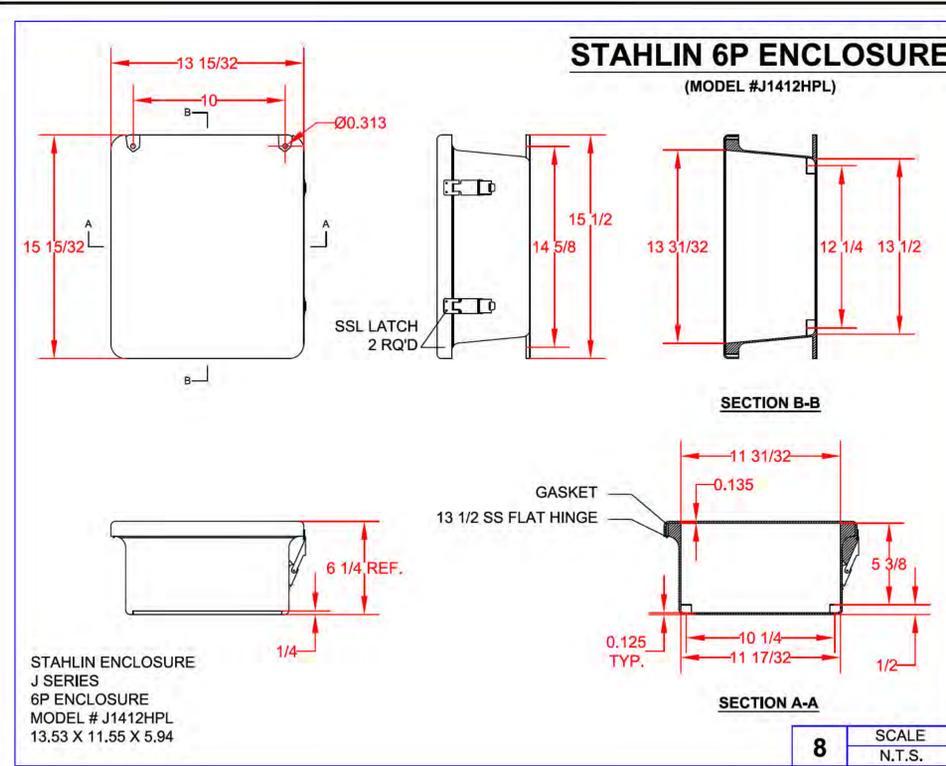
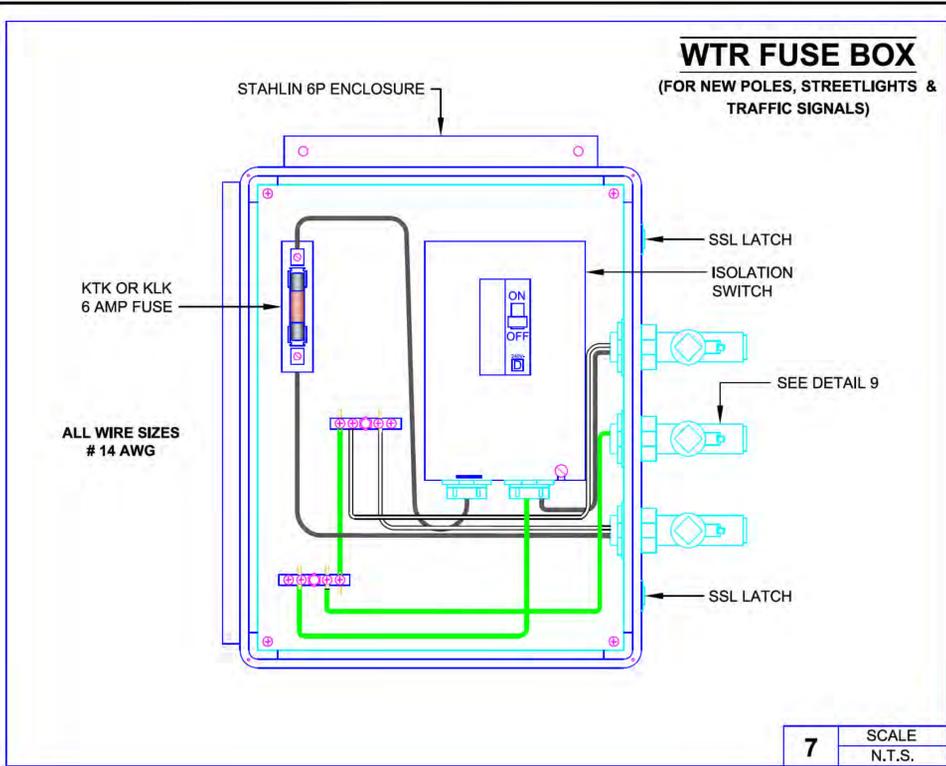
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## DETAIL SHEET

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BASE STATION ID:	NA
CASCADE ID:	NA
SITE NO.:	CBM1017CA-SD-SAN901-F
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PLAN No.:	SHEET 4 OF 6



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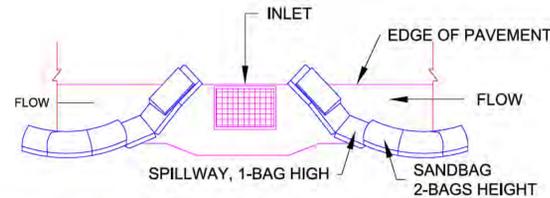
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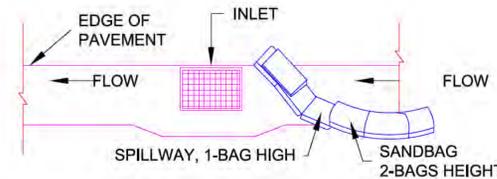
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PLAN No.:	SHEET 5 OF 6

## STORMDRAIN INLET PROTECTION



**TYPICAL PROTECTION FOR INLET WITH OPPOSING FLOW DIRECTIONS**



**TYPICAL PROTECTION FOR INLET WITH SINGLE FLOW DIRECTION**

**NOTES:**

1. INTENDED FOR SHORT - TERM USE.
2. USE TO INHIBIT NON - STORM WATER FLOW.
3. ALLOW FOR PROPER MAINTENANCE AND CLEANUP.
4. BAGS MUST BE REMOVED AFTER ADJACENT OPERATION IS COMPLETED.
5. NOT APPLICABLE IN AREAS WITH HIGH SILTS AND CLAYS WITHOUT FILTER FABRIC.

<b>12</b>	SCALE
	N.T.S.



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<b>DETAIL SHEET</b>	PLAN No.: SHEET 6 OF 6

**SIGNS**

	W20-2		W1-3(LT)
	W20-5(RT)		W13-1
	W20-5(LT)		G20-2
	W20-1		R9-9
	W20-4		R9-11
	W21-5		R9-11a
	W3-4		R9-10
	W4-2(RT)		R4-7a
	W1-4(LT)		C9A(CA)
	W1-4(RT)		C30(CA)
	W20-5(BIKE)		C30A(CA)
	R3-4		C30(BIKE)
			C12(CA)

**LEGEND**

	DIRECTION OF TRAVEL		PORTABLE FLASHING BEACON (SEE SIGNAGE NOTE #3)
	PORTABLE SIGN		K-RAIL (TYPE 50 CONCRETE BARRIER)
	TRAFFIC CONE/DELINEATOR		CHANGEABLE MESSAGE SIGN
	TYPE II BARRICADE		FLASHING ARROW SIGN
	FLAGGER		WORK AREA
	FLAG TREE		

**TABLE 1: TAPER LENGTHS, L<sub>1</sub>**

APPROACH SPEED (M.P.H.)	MINIMUM TAPER LENGTH L <sub>1</sub> *	MINIMUM NUMBER OF CONES FOR TAPER *	MAXIMUM SPACING OF CONES ALONG TAPER (FEET) <sup>‡</sup>	MAXIMUM SPACING OF CONES ALONG TANGENT (FEET) <sup>‡</sup>
25	125	6	25	50
30	180	7	30	60
35	245	8	35	70
40	320	9	40	80
45	540	13	45	90
50	600	13	50	100
55	660	13	55	110
60	720	13	60	120

\* BASED ON 12 FOOT WIDE LANE. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTHS LESS THAN 12 FEET.

**SIGNAGE NOTES**

- AT LEAST ONE PERSON SHALL BE ASSIGNED TO FULL TIME MAINTENANCE OF TRAFFIC CONTROL DEVICES ON ALL NIGHT LANE CLOSURES.
- ALL WARNING SIGNS FOR NIGHT LANE CLOSURES SHALL BE ILLUMINATED OR REFLECTORIZED AS SPECIFIED IN THE SPECIFICATIONS.
- ALL ADVANCE WARNING SIGN INSTALLATIONS SHALL BE EQUIPPED WITH FLAGS FOR DAYTIME CLOSURES OF ALL MAJOR AND PRIME ARTERIALS. FLASHING BEACONS SHALL BE USED DURING NIGHT LANE CLOSURES.
- A G20-2 "END ROAD WORK" SIGN SHALL BE PLACED AT THE END OF THE LANE CLOSURE UNLESS THE END OF THE WORK AREA IS OBVIOUS, OR ENDS WITHIN A LARGER PROJECT LIMITS.
- ALL CONES USED FOR NIGHT LANE CLOSURES SHALL BE ILLUMINATED TRAFFIC CONES OR FITTED WITH 13" REFLECTIVE SLEEVES.
- FLASHING ARROW SIGNS SHALL BE USED PER FHWA MUTCD 2007 EDITION AS AMENDED BY THE MUTCD 2007 CALIFORNIA SUPPLEMENT. SILENT TYPE SHALL BE USED IN RESIDENTIAL AREAS.
- THE MAXIMUM SPACING BETWEEN CONES IN A TAPER OR A TANGENT SHALL BE APPROXIMATELY AS SHOWN IN TABLE 1.
- ADDITIONAL ADVANCE FLAGGERS SHALL BE REQUIRED WHEN TRAFFIC QUEUES DEVELOP. FLAGGER STATIONS FOR WORK AT NIGHT SHALL BE ILLUMINATED AS NOTED IN SECTION 6G.20 OF THE MUTCD.
- PLACE C30 (CA) "LANE CLOSED" SIGN AT 500'-1000' INTERVALS THROUGHOUT EXTENDED WORK AREAS.
- ALL REQUIRED SIGNS THAT ARE TO BE LEFT IN PLACE OVER A WEEKEND OR HOLIDAY SHALL BE POSTED MOUNTED.
- CONSTRUCTION AREA TRAFFIC CONTROL DEVICES SHALL MEET THE PROVISIONS OF SECTION 12 OF THE MOST RECENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.

**TRAFFIC CONTROL NOTES**

- WORK TO BE RESTRICTED TO TO UNLESS APPROVED OTHERWISE.
- PEDESTRIAN CONTROLS WILL BE PROVIDED AS SHOWN.
- PEDESTRIANS SHALL BE PROTECTED FROM ENTERING THE EXCAVATION BY PHYSICAL BARRIERS DESIGNED, INSTALLED, AND MAINTAINED TO THE SATISFACTION OF THE CITY ENGINEER.
- TEMPORARY "NO PARKING/TOW AWAY" SIGNS STATING THE DATE AND TIME OF PROHIBITION WILL BE POSTED 72 HOURS PRIOR TO COMMENCING WORK. CALL POLICE DISPATCH TO VALIDATE POSTING.
- ACCESS WILL BE MAINTAINED TO ALL DRIVEWAYS UNLESS OTHER ARRANGEMENTS ARE MADE.
- TRENCHES MUST BE BACKFILLED OR PLATED DURING NON WORKING HOURS UNLESS K RAIL BARRIERS ARE PROVIDED. K RAIL IS APPROVED ONLY WHEN SPECIFICALLY SHOWN ON THE APPROVED TRAFFIC CONTROL PLAN. PLATES SHALL HAVE CLEATS AND COLD MIX AT THE EDGES AS APPROVED BY THE CITY INSPECTOR.
- STRIPING WILL BE REPLACED BY THE CONTRACTOR WITHIN 24 HOURS, IF REMOVED OR DAMAGED.
- WORK THAT DISTURBS NORMAL TRAFFIC SIGNAL TIMING OPERATIONS SHALL BE COORDINATED WITH CITY OF IMPERIAL BEACH. CONTACT STREETS DIVISION.
- TRAFFIC SIGNALS SHALL REMAIN FULLY ACTUATED AT ALL TIMES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVE. IF TRAFFIC SIGNAL LOOP DETECTORS ARE RENDERED INOPERATIVE BY THE PROPOSED WORK, VIDEO DETECTION SHALL BE USED TO PROVIDE ACTUATION.
- FLAGGERS SHALL BE EQUIPPED WITH A WHITE HARD HAT, AN ORANGE VEST, AND A "STOP/SLOW" PADDLE ON A 5 FOOT STAFF.
- ALL TRAFFIC CONTROL DEVICES MUST BE MAINTAINED 24 HOURS A DAY, 7 DAYS PER WEEK, BY THE COORDINATOR.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2007 EDITION AS AMENDED BY THE MUTCD 2007 CALIFORNIA SUPPLEMENT.
- TRAFFIC CONTROL PLAN SUBMITTALS ARE REQUIRED FOR EACH PHASE OF THE WORK IN THE DETAIL, FORMAT, AND QUALITY ILLUSTRATED ON THIS SHEET.
- ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM VIEW OR COVERED WHEN NOT IN USE.
- THE CITY ENGINEER OR HIS REPRESENTATIVE HAS THE AUTHORITY TO INITIATE FIELD CHANGES TO INSURE PUBLIC SAFETY.
- ALL WORK AFFECTING BUS STOPS SHALL BE COORDINATED WITH LOCAL TRANSIT DISTRICT. CONTRACTOR SHALL CALL TRANSIT AT LEAST 72 HOURS IN ADVANCE OF STARTING WORK.
- CHANGEABLE MESSAGE SIGNS SHALL BE USED IN ADVANCE OF TRAFFIC CONTROL ON MAJOR AND PRIME ARTERIALS, UNLESS OTHERWISE APPROVED. THESE SIGNS SHALL BE SHOWN ON THE TRAFFIC CONTROL PLAN.

**TABLE 2: BUFFER SPACE, L<sub>2</sub>**

APPROACH SPEED (M.P.H.)	LONGITUDINAL BUFFER SPACE L <sub>2</sub> (FEET) †
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570

† SEE MUTCD TABLE 6E-101 FOR SUSTAINED DOWN-GRADERS STEEPER THAN 3% AND LONGER THAN 1 MILE

**TABLE 3: SIGN SPACING, L<sub>3</sub>**

APPROACH SPEED (M.P.H.)	MINIMUM DISTANCE IN FEET L <sub>3</sub>	
	BETWEEN SIGNS	FROM LAST SIGN TO TAPER
LESS THAN 25	100'	100'
25 TO 40	350'	350'
GREATER THAN 40	500'	500'

\* EXACT SPACING MAY VARY DUE TO FIELD CONDITIONS

CITY STAMP

**DIGALERT**  
  
 1-800-227-2600  
 CALL AT LEAST TWO DAYS BEFORE YOU DIG  
 UNDERGROUND SERVICE ALERT  
 TICKET #

TRAFFIC CONTROL PLANS FOR:  
**CBM1017CA-SD-SAN901-F**  
 1291 ELM AVE

CITY OF IMPERIAL BEACH, CALIFORNIA  
 DEVELOPMENT SERVICES DEPARTMENT

NextG Networks

DRAWN BY: COASTAL COMMUNICATIONS INC. 3155 MISSION AVE SUITE 234 OCEANSIDE CA 92058  
 TELE (760) 754 9243 FAX (760) 754 9299

DRAFTED BY: RANDY DIMACALU  
 TS PAGE: 1329 HZ  
 DATE: 24 JUNE 20 10

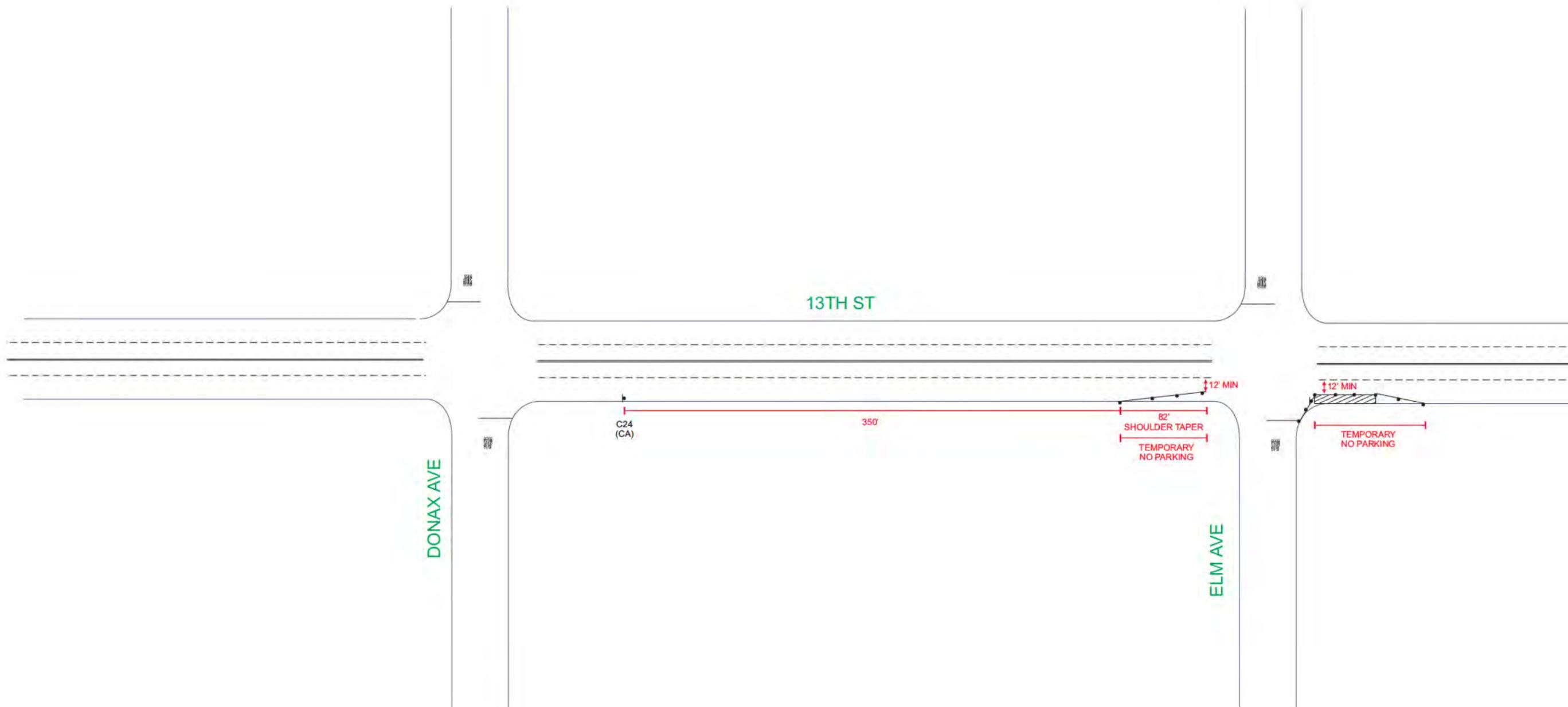
FOR CITY ENGINEER	DATE
DESCRIPTION	BY
APPROVED	DATE
FILED	

AS BUILT: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_ DATE STARTED: \_\_\_\_\_  
 INSPECTOR: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

CHRIS DOTY  
 CONSTRUCTION SUPERVISOR

SANJOE F. TRAFFIC CONTROL  
 FILENAME

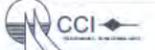
1 OF 2



**NOTE:** CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES

**NOTE:** W20-1 & G20-2 SHALL BE PLACED ON AFFECTED CROSS STREETS ACCORDING TO THE SPEED LIMIT OF THE CROSS STREET



	TRAFFIC CONTROL PLANS FOR:																											
	<b>CBM1017CA-SD-SAN901-F</b> <b>1291 ELM AVE</b>																											
CITY OF IMPERIAL BEACH, CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT																												
<small>         DRAWN BY:          COASTAL COMMUNICATIONS, INC.          3355 MISSION AVE. SUITE 234          OCEANSIDE, CA 92058       </small>		<small>         TELE (760) 754 9240          FAX (760) 754 9299       </small>	<small>         DRAFTED BY: RANDY DIMACALI          TS PAGE: 1329 HZ          DATE: 24 JUNE 2010       </small>																									
<table border="1"> <thead> <tr> <th>FOR CITY ENGINEER</th> <th>DATE</th> <th>APPROVED</th> <th>DATE</th> <th>FILED</th> </tr> </thead> <tbody> <tr> <td>ORIGINAL</td> <td>CCI</td> <td></td> <td></td> <td></td> </tr> <tr> <td>AS BUILT</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	FOR CITY ENGINEER	DATE	APPROVED	DATE	FILED	ORIGINAL	CCI				AS BUILT					<table border="1"> <thead> <tr> <th>CONTRACTOR</th> <th>DATE STARTED</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>		CONTRACTOR	DATE STARTED			<table border="1"> <thead> <tr> <th>CONSTRUCTION SUPERVISOR</th> <th>RELEASE NAME</th> </tr> </thead> <tbody> <tr> <td>CHRIS DOTINGA</td> <td></td> </tr> <tr> <td>SAMUEL F. TRAFFIC CONTROL</td> <td></td> </tr> </tbody> </table>	CONSTRUCTION SUPERVISOR	RELEASE NAME	CHRIS DOTINGA		SAMUEL F. TRAFFIC CONTROL	
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CONTRACTOR INSPECTOR: _____ DATE COMPLETED: _____		<b>2 OF 2</b>																										

**ENGINEERING SERVICES DEPARTMENT  
RIGHT-OF-WAY CONSTRUCTION PERMIT  
STANDARD CONDITIONS**

SGIARRVSTD\_CONDOC01.05.00  
THE FOLLOWING STANDARD CONDITIONS ARE A PART OF PERMIT NO. \_\_\_\_\_.

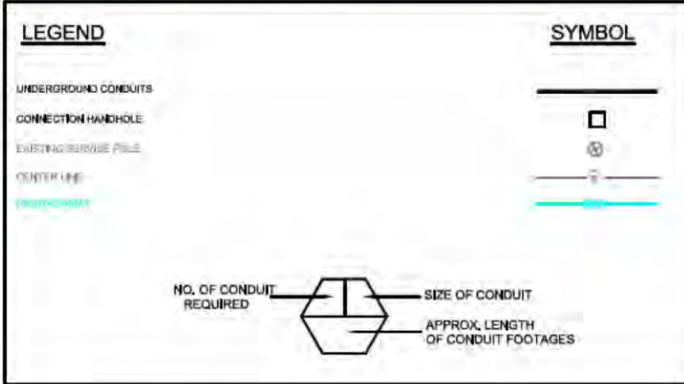
- NO ACCESS OR WORK SHALL BE PERFORMED WITHIN THE CITY RIGHT-OF-WAY WITHOUT THE FULL KNOWLEDGE OF THE ASSIGNED CITY INSPECTOR WHO SHALL BE GIVEN NOT LESS THAN 48 HOURS ADVANCE NOTICE OF THE INITIATION OF PERMITTED USE AS STATED ON THE PERMIT.
- AT LEAST 48 HOURS PRIOR TO STARTING WORK, UNDERGROUND SERVICE ALERT (USA) SHALL BE NOTIFIED FOR LOCATION OF UNDERGROUND UTILITIES AT 1-800-422-4133. THE PROPOSED DIG AREA MUST BE PREMARKED IN WHITE PAINT PRIOR TO CONTACTING (USA).
- ALL WORK COVERED BY THIS PERMIT SHALL BE PERFORMED BY A CONTRACTOR POSSESSING A VALID CALIFORNIA CONTRACTOR'S LICENSE OF THE APPROPRIATE CLASS.
- ALL TRAFFIC CONTROL WITHIN THE CONSTRUCTION AREA SHALL BE SUBJECT TO AN APPROVED TRAFFIC CONTROL PLAN AND SHALL BE FLAGGED AND BARRICADED TO THE SATISFACTION OF THE CITY INSPECTOR IN COMPLIANCE WITH THE "WORK AREA TRAFFIC CONTROL HANDBOOK", LATEST EDITION PUBLISHED BY BUILDING NEWS, INC. IN THE EVENT THAT THE INSPECTOR DETERMINES PROPER TRAFFIC CONTROL IS NOT IN PLACE, ALL WORK SHALL CEASE AND PERMITTEE AUTHORIZES THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE TO ORDER, ON THE RENTAL BASIS, SUCH TRAFFIC CONTROL DEVICES AS SHALL BE NECESSARY AND PROPER TO PROTECT THE PUBLIC SAFETY AND FURTHER AGREES TO PAY ANY AND ALL COSTS AND CHARGES THAT THE CITY MAY INCUR IN PROVIDING SAID TRAFFIC CONTROL.
- APPLICANT AGREES THAT IT SHALL BE HIS RESPONSIBILITY TO PROVIDE THE CONTRACTOR, SUBCONTRACTOR OR ANY OTHER AGENT RESPONSIBLE FOR CONSTRUCTION OF PERMITTED WORKS WITHIN THE CITY RIGHT-OF-WAY, WITH A COPY OF THE PERMIT INCLUDING THESE STANDARD CONDITIONS AND A COMPLETE SET OF APPROVED PLANS. THE PERMIT, PLANS AND WORK AREA TRAFFIC CONTROL HANDBOOK SHALL BE AVAILABLE AT THE PERMIT SITE WHENEVER WORK IS IN PROGRESS.
- PERMITTED WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY SPECIFICATIONS AND APPROVED PLANS SUBJECT TO INSPECTION AND APPROVAL BY THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE. CERTIFICATION FOR ALL MATERIALS AND WORK, INCLUDING COMPACTION TESTS, SHALL BE FURNISHED BY THE APPLICANT UPON REQUEST BY THE CITY INSPECTOR. ANY COMPACTION TESTING SHALL BE PAID FOR BY THE PERMITTEE. CERTIFICATION SHALL BE MADE BY A CERTIFIED TESTING AGENCY OR FIRM ACCEPTABLE TO THE CITY.
- NO WORK WITHIN THE PUBLIC RIGHT-OF-WAY IS PERMITTED ON SATURDAYS, SUNDAYS, OR HOLIDAYS. ANY DEVIATION FROM THE WORK SCHEDULE PRESENTED IN THESE CONDITIONS MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE.
- NO WORK ON ANY PUBLIC ROADWAY, EXCLUDING PRIME ARTERIALS AND MAJOR ROADS, SHALL BE STARTED BEFORE 7:30 A.M. OR CONTINUE AFTER 5:00 P.M. ON WEEKDAYS.
- NO WORK SHALL BEGIN BEFORE 9:00 A.M. OR CONTINUE AFTER 3:00 P.M. ON PRIME ARTERIALS AND MAJOR ROADS UNLESS AUTHORIZED ON THE PERMIT BY THE DIRECTOR OF ENGINEERING SERVICES. ALL WORK ON PRIME ARTERIALS AND MAJOR ROADS WILL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN BY THE CITY TRAFFIC ENGINEER.
- THE ROADWAY SHALL BE CLEAN AND FREE OF ALL OBSTRUCTIONS AND COMPLETELY OPEN TO TRAFFIC AT THE END OF EACH WORKING DAY. (NO LATER THAN 3:00 P.M. ON PRIME ARTERIALS AND MAJOR ROADS.)
- TWO-WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES. IF STREET WIDTH PREVENTS MAINTAINING TWO-WAY TRAFFIC, PERMITTEE AND DIRECTOR OF ENGINEERING SERVICES SHALL AGREE ON AN ADEQUATE TRAFFIC CONTROL PLAN PRIOR TO STARTING WORK.
- ALL EXCAVATIONS IN EXISTING PAVEMENT SHALL BE SAW CUT TO NEAT LINES AND AC REPLACEMENT SHALL BE MADE TO THE SATISFACTION OF THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE.
- OPEN TRENCH MUST BE BACKFILLED AND CARPED WITH AT LEAST 2" OF COLD MIX ASPHALT OR METAL PLATED ACCORDING TO CITY SPECIFICATIONS DURING NON-WORKING HOURS. 1.5" METAL PLATES ARE REQUIRED TO BE AT GRADE LEVEL ON ALL (4) SIDES AND MUST BE MAINTAINED.
- NATIVE MATERIAL MAY BE USED UPON APPROVAL OF THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE.
- TWO SACK SAND-CEMENT SLURRY BACKFILL SHALL BE REQUIRED WHEN TUNNELING UNDER CURB AND GUTTER OR OTHER IMPROVEMENTS NOT DESIGNATED FOR REMOVAL.
- TWO SACK SAND-CEMENT SLURRY MIX SHALL BE REQUIRED AS BACKFILL ON ALL LATERAL EXCAVATIONS WITHIN PRIME ARTERIALS, MAJOR ROADS AND COLLECTORS AS WELL AS ALL LOCATIONS WHERE THE INSPECTOR DEEMS THE NATIVE MATERIAL TO BE UNACCEPTABLE FOR USE AS BACKFILL.
- CARE SHALL BE EXERCISED TO PREVENT WATER, SOIL AND DEBRIS FROM DEPOSITING IN GUTTERS, STREETS AND STORM DRAINS. NO WASHING OUT OF MIXERS OR CONCRETE PUMPS WILL BE ALLOWED ON CITY STREETS.
- ANY ROADWAY STRIPING DAMAGED OR REMOVED DURING THE OPERATIONS OF THIS PERMIT SHALL BE MATCHED AND REPLACED BY THE APPLICANT USING THE LATEST EDITION OF CAL-TRANS SPECIFICATIONS FOR PAINT TO THE SATISFACTION OF THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE.
- ALL CONCRETE WORK SHALL BE TRANSPORT MIXED AND CONFORMING TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION, SECTION 201, AND APPROVED BY THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE.
- TRENCHING FOR INSTALLATIONS ACROSS ANY INTERSECTING ROADWAY OPEN TO TRAFFIC SHALL BE PROGRESSIVE. NOT MORE THAN HALF OF THE WIDTH OF A TRAVELED ROADWAY SHALL BE DISTURBED AT ONE TIME AND THE REMAINING WIDTH SHALL BE KEPT OPEN TO TRAFFIC BY BRIDGING OR BACKFILLING.
- WHERE STREET DIMENSIONS AND STATE HEALTH SERVICES DEPARTMENT REGULATIONS ALLOW, ALL PIPES AND CONDUITS LAID PARALLEL TO THE ROADWAY SHALL BE PLACED AT LEAST FIVE (5) FEET FROM THE EDGE OF THE PAVEMENT OR GRADED TRAVELED ROADWAY, UNLESS OTHERWISE AUTHORIZED IN WRITING BY THE DIRECTOR OF ENGINEERING SERVICES. THE SHALLOWEST PORTION OF ANY PIPELINE OR OTHER FACILITY SHALL BE INSTALLED NOT LESS THAN THIRTY (30) INCHES BELOW THE ROADWAY SURFACE.
- (A) WHERE STREET DIMENSIONS AND STATE HEALTH SERVICES DEPARTMENT REGULATIONS ALLOW, ALL PIPES AND CONDUITS LAID PARALLEL TO EXISTING UTILITIES SHALL MAINTAIN A MINIMUM SEPARATION OF THREE FEET MEASURED FROM THE NEAREST EDGE OF THE FACILITY. ANY DEVIATION FROM THIS REQUIREMENT IS NOT ALLOWED UNLESS APPROVED BY THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE.
- ALL EXCAVATED MATERIAL SHALL BE CAST AWAY FROM THE IMPROVED PORTION OF THE HIGHWAY. AFTER THE WORK HAS BEEN COMPLETED, ALL EXCESS MATERIAL, INCLUDING EXCESS EXCAVATION, SHALL BE REMOVED FROM THE RIGHT-OF-WAY. THE ROADWAY SHALL BE LEFT IN NEAT AND ORDERLY CONDITION.
- ALL ROADSIDE DRAINAGE DITCHES SHALL BE RESTORED TO TRUE GRADES AND THE INTAKE AND OUTLET ENDS AT ALL CULVERTS SHALL BE LEFT FREE FROM ALL EXCESS MATERIALS AND DEBRIS.
- ALL APPROACHES TO PRIVATE DRIVEWAYS AND INTERSECTING ROADS AND STREETS SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, UNLESS OTHERWISE APPROVED BY THE DIRECTOR OF ENGINEERING SERVICES.
- CLAY AND EARTH WHICH ADHERE TO THE PAVED SURFACE OF THE ROADWAY SHALL BE REMOVED BY HAND SCRAPING, WASHING AND SWEEPING, OR BY ANY OTHER METHOD WHICH WILL LEAVE A CLEAN NON-SKID SURFACE WITHOUT IMPAIRING, INJURING OR LOOSENING THE SURFACE.
- PERMITTEE SHALL COMPLY WITH ANY AND ALL DIRECTIVES ISSUED BY THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE IN ORDER TO PREVENT DUST OR OTHER MATERIALS FROM BECOMING A NUISANCE OR ANNOYANCE.
- TEMPORARY PATCHING OF TRENCH IS REQUIRED ON LATERAL CUTS IN SURFACED STREETS IMMEDIATELY AFTER BACKFILLING. AFTER COMPLETION OF THE REFILLING AND COMPACTION OF THE BACKFILL MATERIAL IN THE EXCAVATION AS SPECIFIED AND THE REMOVAL OF THE OBSTRUCTION, THE PERMITTEE SHALL PROMPTLY REPLACE WITH TEMPORARY OR PERMANENT PATCHING MATERIAL OR REPAIR ANY PORTION OF THE HIGHWAY SURFACE REMOVED OR DAMAGED BY THE EXCAVATION, OBSTRUCTION OR CONSTRUCTION OPERATIONS TO THE SATISFACTION OF THE DIRECTOR OF ENGINEERING SERVICES, AND AS SPECIFIED ELSEWHERE HEREIN, OR THE DIRECTOR OF ENGINEERING SERVICES MAY, AT HIS OPTION, ELECT TO DO THE SURFACING OR REPAIRING HIMSELF WITH THE PERMITTEE BEARING THE COST OF SUCH WORK. TEMPORARY PATCHING MATERIAL MAY BE LEFT IN PLACE FOR UP TO 30 DAYS, BUT MUST BE CONTINUALLY MAINTAINED.
- WHERE THE PAVEMENT, EXCEPT PORTLAND CONCRETE CEMENT PAVEMENT, OR SURFACE HAS BEEN REMOVED BY OTHERS, THE PERMITTEE SHALL REPLACE IT WITH A STANDARD REPAIR OF FOUR (4) INCHES AC OVER APPROVED BACKFILL OR REPAIR SECTION SHALL BE ONE (1) INCH AC GREATER THAN EXISTING STRUCTURAL SECTION, WHICHEVER IS GREATER.
- IF, AFTER THE REFILLING OF AN EXCAVATION THE PERMITTEE FAILS OR REFUSES TO RESURFACE OR REPAIR THAT PORTION OF THE SURFACE OF THE ROADWAY DAMAGED BY HIM, OR IF THE DIRECTOR OF ENGINEERING SERVICES HAS ELECTED TO DO SUCH RESURFACING OR REPAIRING THE DIRECTOR OF ENGINEERING SERVICES SHALL CAUSE THE REPAIR TO OCCUR AND THE PERMITTEE SHALL BE CHARGED WITH THE COST THEREOF COMPUTED BY THE DIRECTOR OF ENGINEERING SERVICES.
- WHEN SHORING IS REQUIRED, AN ENGINEERED DETAIL DRAWING WILL BE REQUIRED FOR APPROVAL BY THE DIRECTOR OF ENGINEERING SERVICES. ALL OSHA REGULATIONS SHALL BE MET.
- THIS PERMIT MAY BE IMMEDIATELY REVOKED FOR REASONS IN THE BEST INTEREST OF THE CITY FOR VIOLATION OF PERMIT CONDITIONS OR FOR THE CREATION OF A NUISANCE UPON NOTICE GIVEN BY THE DIRECTOR OF ENGINEERING SERVICES OR HIS AUTHORIZED REPRESENTATIVE. IN THE EVENT OF SUCH REVOCATION, APPLICANT SHALL IMMEDIATELY CEASE ALL OPERATIONS AND RESTORE CITY RIGHT-OF-WAY AS DIRECTED BY THE DIRECTOR OF ENGINEERING SERVICES OR HIS DULY AUTHORIZED REPRESENTATIVE. AFTER NOTIFICATION, CITY MAY TAKE FULL POSSESSION OF THE AREA. APPLICANT SHALL PAY TO THE CITY ANY AND ALL COSTS INVOLVED IN THE EVENT RESTORATION OF CITY PROPERTY OR REMOVAL OF ANY ITEMS INSTALLED BY THE APPLICANT ARE NECESSARY BY THE CITY.
- THIS PERMIT MAY BECOME VOID IN THE EVENT THE USE PERMITTED IS NOT STARTED WITHIN SIXTY (60) CALENDAR DAYS FROM THE DATE OF ISSUANCE OR IN THE EVENT THE PERMITTED USE IS ABANDONED FOR A PERIOD EXCEEDING SIXTY (60) CALENDAR DAYS AFTER CONSTRUCTION HAS BEGUN. IN SUCH EVENT, IT SHALL BE NECESSARY TO OBTAIN A NEW PERMIT AND PAY ADDITIONAL FEES, UPON COMMENCEMENT OF WORK, ALL OPERATIONS, INCLUDING CLEANUP AND RESTORATION OF CITY RIGHT-OF-WAY, SHALL BE COMPLETED WITHIN THE TIME LIMIT SPECIFIED BY THE PERMIT.
- THE PERMITTEE GUARANTEES TO SAVE, INDEMNIFY AND HOLD HARMLESS THE CITY OF IMPERIAL BEACH AND ALL ITS AGENTS, OFFICERS, EMPLOYERS AND OFFICIALS AGAINST ALL LIABILITIES, JUDGMENTS, COSTS AND EXPENSES WHICH MAY IN ANY MANNER OR FORM ARISE IN CONSEQUENCE OF THE ISSUE OF THIS PERMIT OR ANY WORK PERFORMED IN CONSEQUENCE THEREOF.
- THE PERMITTEE GUARANTEES ALL WORK CONSTRUCTED, INSTALLED AND EFFECTED UNDER THIS PERMIT FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL INSPECTION. ANY REPAIRS REQUIRED DURING THE GUARANTEE PERIOD SHALL BE MADE AT THE EXPENSE OF THE PERMITTEE. AT THE OPTION OF THE DIRECTOR OF ENGINEERING SERVICES, REPAIR WORK MAY BE PERFORMED BY EITHER THE PERMITTEE OR THE CITY.
- PERMITTEE HAS READ, UNDERSTANDS AND AGREES TO COMPLY WITH ALL CONSTRUCTION PERMIT PROVISIONS AND STANDARD CONDITIONS.

**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF IMPERIAL BEACH IS CONFIRMED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

**CBM1017CA-IBUFC001  
ELM AVE @ 13th ST**



**SHEET INDEX:**

TITLE SHEET	SHEET 1 OF 4
IMPROVEMENT PLAN	SHEET 2 OF 4
TRAFFIC CONTROL COVERSHEET	SHEET 3 OF 4
TRAFFIC CONTROL PLAN	SHEET 4 OF 4

**SPECIAL NOTES:**

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK. THE CITY ENGINEER'S SIGNATURE ON THESE PLANS DOES NOT CONSTITUTE APPROVAL OF THESE NOTES AND THE CITY WILL NOT BE RESPONSIBLE FOR THEIR ENFORCEMENT.

- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES INCLUDING SEWER LATERALS & WATER SERVICES TO INDIVIDUAL LOTS BOTH VERTICAL AND HORIZONTAL PRIOR TO COMMENCING IMPROVEMENT OPERATIONS.
- CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS OF PLANS IF REVISION IS NECESSARY BECAUSE OF LOCATION OF EXISTING UTILITIES.
- LOCATION AND ELEVATIONS OF IMPROVEMENTS, TO BE MET BY WORK, SHALL BE CONFIRMED BY FIELD MEASUREMENT PRIOR TO CONSTRUCTION OF NEW WORK.
- GRADES SHOWN ARE FINISH GRADES. CONTRACTOR SHALL DETERMINE NECESSARY SUB GRADE ELEVATIONS AND SHALL CONSTRUCT SMOOTH TRANSITION BETWEEN FINISH GRADES SHOWN.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE RESPONSIBILITY FOR JOB SITE CONDITION DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS EQUIPMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- THE CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR COMPLIANCE WITH THE PROVISIONS OF THE STATE OF CALIFORNIA SAFETY ORDERS.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE FROM EXISTING RECORDS AND CORROBORATED, WHERE POSSIBLE WITH FIELD TIES. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE LOCATIONS SHOWN, BOTH HORIZONTALLY AND VERTICALLY, PRIOR TO CONSTRUCTION. IF EXISTING LOCATIONS VARY SUBSTANTIALLY FROM THE PLANS, THE ENGINEER SHOULD BE NOTIFIED TO MAKE ANY CONSTRUCTION CHANGES REQUIRED.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY SUPPORT FOR ALL SEWER AND WATER MAIN UNDER CROSSINGS IN ACCORDANCE PART 1 SECTION 5-2 OF THE STANDARD SPECIFICATION.
- THE CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNAL LOOPS, CONDUITS, AND LANE STRIPING DAMAGED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT WORK PLANS FOR ALL BORE OPERATIONS TWO WEEKS PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE POTHOLE AND LOCATING OF ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH LINE AND MUST MAINTAIN MINIMUM VERTICAL CLEARANCE.

PROJECT TEAM	
<b>PROJECT MANAGER</b>	NEXTG NETWORKS OF CALIFORNIA, INC. 2125 WRIGHT AVE STE C9 LA VERNE, CA 91750 CONTACT: ERICKA CHONG (619) 733-4694 EMAIL: ECHONG@NEXTGNETWORKS.NET
<b>CONTRACTOR</b>	HP COMMUNICATIONS INC. 10400 TREEINA ST SAN DIEGO, CA 92131 CONTACT: CHRIS DOTINGA (951) 538-7656 EMAIL: CHRIS.DOTINGA@HPCOMMINC.COM
<b>FIBER MANAGER</b>	NEXTG NETWORKS OF CALIFORNIA, INC. 2125 WRIGHT AVE STE C9 LA VERNE, CA 91750 CONTACT: CHAD RASMUSSEN (703) 349-5565 EMAIL: CRASMUSSEN@NEXTGNETWORKS.NET
<b>ENGINEER</b>	COASTAL COMMUNICATIONS 3355 MISSION AVE STE. 234 OCEANSIDE, CA 92058 CONTACT: JEFF THREWE (760) 754-9240 EXT. 102 EMAIL: JEFF@COASTALCOMMINC.COM

NOTE:  
IF A CITY OF IMPERIAL BEACH TRAFFIC DETECTOR LOOP IS TO BE CUT, NOTICE IS TO BE PROVIDED TO THE CITY TRAFFIC ENGINEERING DEPARTMENT 2 WORKING DAYS PRIOR TO CUTTING THE LOOP. LOOP MUST BE REPAIRED WITHIN 5 CALENDAR DAYS.

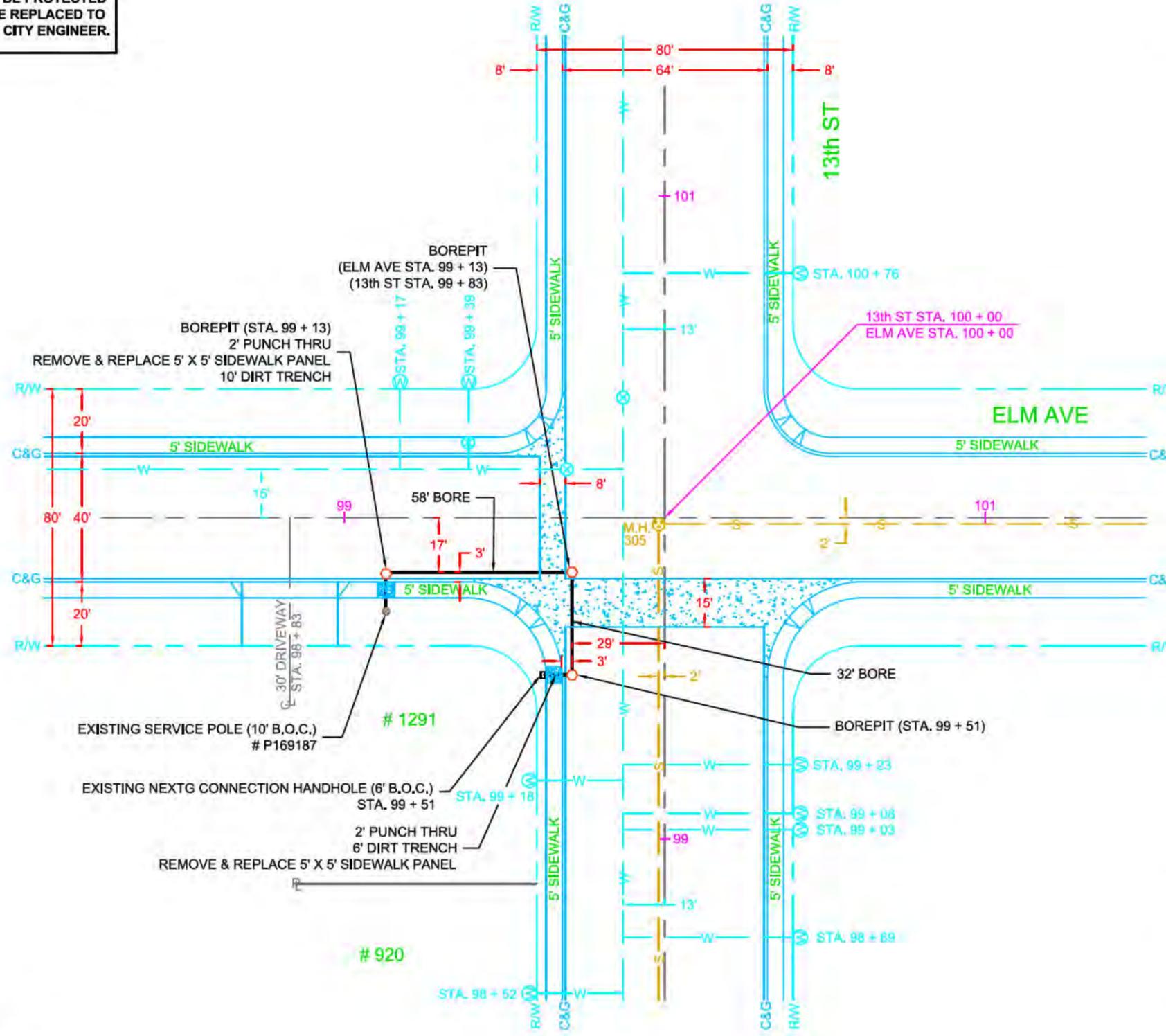
	TITLE SHEET FOR:	
	<b>CBM1017CA-IBUFC001 ELM AVE @ 13th ST</b>	
CITY OF IMPERIAL BEACH, CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT		
DRAWN BY: COASTAL COMMUNICATIONS 3355 Mission Ave Ste. 234 Oceanside, Ca 92058		Tel: (760) 754-9240 Fax: (760) 754-9299
FOR CITY ENGINEER _____ DATE _____	GRANTED BY: GUADALUPE A. _____ T.S. PAGE: 132617 DATE: 08/19/10	ERICKA CHONG CONSTRUCTION SUPERVISOR CBM1017CA-IBUFC001 ELM AVE @ 13th ST FILE #448
DESCRIPTION BY APPROVED DATE FILED	ORIGINAL CCI _____ _____ _____ _____	AS-BUILTS _____ _____ _____ _____
CONTRACTOR _____ DATE STARTED _____ INSPECTOR _____ DATE COMPLETED _____	1 OF 4	

"CONTRACTOR TO REPAIR DAMAGED PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY RESIDENT ENGINEER"

NOTE: CURB & GUTTER TO BE PROTECTED IN PLACE. SIDEWALK TO BE REPLACED TO THE SATISFACTION OF THE CITY ENGINEER.

BILL OF MATERIALS		
VAULTS (PVT)	DESCRIPTION	QUANTITY
	17" X 30"	1
	2' X 3'	0
CONDUIT (PVT)	DESCRIPTION	QUANTITY
	1" PVC	0
	1/ 1/4" PVC	2
	2" PVC	0
	MICRO DUCT	0

MISC.	
CL	CENTERLINE
R/W	RIGHT-OF-WAY
C&G	CURB & GUTTER (EX)
SP	STATION POINTS (100' INCREMENTS)
EX.	EXISTING



EXISTING STRUCTURES	
⊗	SERVICE POLE
⊗	WATER VALVE
↘	CURB RAMP
W	WATER
W	WATER LATERAL
S	SEWER

PROPOSED WORK	
—	UNDERGROUND FIBER
□	CONNECTION HANDHOLE STANDARD
CONDUIT COUNT	SIZE OF CONDUIT
	APPROX. LENGTH OF FOOTAGES

FOOTAGE TOTALS	
ASPHALT TRENCH	0
PUNCH THRU	4'
DIRT TRENCH	16'
BORE	90'
TOTAL	0
R&R SWP TOTAL	50 SQ.FT.



**DIGALERT**  
 1-800-227-2600  
 CALL AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT  
 TICKET # \_\_\_\_\_

**NextG Networks of California, Inc.**

TITLE SHEET FOR:  
**CBM1017CA-IBUFC001  
 ELM AVE @ 13th ST**

CITY OF IMPERIAL BEACH, CALIFORNIA  
 DEVELOPMENT SERVICES DEPARTMENT

DRAWN BY: COASTAL COMMUNICATIONS  
 3355 Mission Ave Ste. 234  
 Oceanside, Ca 92058

Tel: (760) 754-9240  
 Fax: (760) 754-9299

DRAFTED BY: GUADALUPE A. DATE: 08/19/10  
 T.B. PAGE: 1320-17  
 DATE: 08/19/10

DESCRIPTION	BY	APPROVED	DATE	FILED
ORIGINAL	CCI			
AS-BUILTS				

CONTRACTOR: \_\_\_\_\_ DATE STARTED: \_\_\_\_\_  
 INSPECTOR: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

ERICKA CHONG  
 CONSTRUCTION SUPERVISOR  
 CBM1017CA-IBUFC001  
 ELM AVE @ 13th ST  
 PLS. SHAW

**2 OF 4**

### SIGNS

	C9A(CA)		R3-4		W3-4
	C30(CA)		R3-1B		W4-2(RT)
	C30A(CA)		R4-2A		W11-1
	C30(BIKE)		R9-3A		W13-1
	C12(CA)		R5-1		W16-1
	C24(CA)		R5-1A		W20-1
	C27(CA)		R9-9		W20-2
	G20-2		R9-11		W20-4
	M4-10		R9-10		W20-5(BIKE)
	SC 3		R11-2		W20-5(LT)
	R3-1		R11-4		W20-5(RT)
	R3-2		W1-3(LT)		W21-5
			W1-4(LT)		
			W1-4(RT)		

## DIG ALERT



**1-800-227-2600**  
CALL AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT  
TICKET # \_\_\_\_\_

### SIGNAGE NOTES

- AT LEAST ONE PERSON SHALL BE ASSIGNED TO FULL TIME MAINTENANCE OF TRAFFIC CONTROL DEVICES ON ALL NIGHT LANE CLOSURES.
- ALL WARNING SIGNS FOR NIGHT LANE CLOSURES SHALL BE ILLUMINATED OR REFLECTORIZED AS SPECIFIED IN THE SPECIFICATIONS.
- ALL ADVANCED WARNING SIGNS INSTALLATIONS SHALL BE EQUIPPED WITH FLAGS FOR DAY TIME CLOSURES OF ALL MAJOR AND PRIMETIME ARTERIALS. FLASHING BEACONS SHALL BE USED DURING NIGHT LANE CLOSURES.
- A G20-2 "END OF ROAD WORK" SIGN SHALL BE PLACED AT THE END OF THE WORK AREA IS OBVIOUS, OR ENDS WITHIN A LARGER PROJECT LIMITS.
- ALL CONES USED FOR NIGHT LANE CLOSURES SHALL BE ILLUMINATED TRAFFIC CONES OR FITTED WITH 13" REFLECTIVE SLEEVES.
- FLASHING ARROW SIGNS SHALL BE USED PER FHWA MUTCD 2007 EDITION AS AMENDED BY THE MUTCD 2007 CALIFORNIA SUPPLEMENT. SILENT TYPE SHALL BE USED IN RESIDENTIAL AREAS.
- THE MAXIMUM SPACING BETWEEN CONES IN A TAPER OR A TANGENT SHALL BE APPROXIMATELY AS SHOWN IN A TABLE 1.
- ADDITIONAL ADVANCE FLAGGERS SHALL BE REQUIRED WHEN TRAFFIC QUEUES DEVELOP. FLAGGER STATIONS FOR AT NIGHT SHALL BE ILLUMINATED AS NOTED IN SECTION 6G.20 OF THE MUTCD.
- PLACE C30 (CA) "LANE CLOSED" SIGN AT 500'-1000' INTERVALS THROUGHOUT EXTENDED WORK AREAS.
- ALL REQUIRED SIGNS THAT ARE TO BE LEFT IN PLACE OVER A WEEKEND OR HOLIDAY SHALL BE POSTED MOUNTED.
- CONSTRUCTION AREA TRAFFIC CONTROL DEVICES SHALL MEET THE PROVISIONS OF SECTION 12 OF THE MOST RECENT EDITION OF THE CALTRANS STANDARD SPECIFICATIONS.

### TRAFFIC CONTROL NOTES

- WORK TO BE RESTRICTED TO \_\_\_\_\_ TO \_\_\_\_\_ UNLESS APPROVED OTHERWISE.
- PEDESTRIAN CONTROLS WILL BE PROVIDED AS SHOWN.
- PEDESTRIANS SHALL BE PROTECTED FROM ENTERING THE EXCAVATION BY PHYSICAL BARRIERS DESIGNED, INSTALLED, AND MAINTAINED TO THE SATISFACTION OF THE ENGINEER.
- TEMPORARY "NO PARKING/TOW AWAY" SIGNS STATING THE DATE AND TIME OF PROHIBITION WILL BE POSTED 72 HOURS PRIOR TO COMMENCING WORK. CALL POLICE DISPATCH TO VALIDATE POSTING.
- ACCESS WILL BE MAINTAINED TO ALL DRIVEWAYS UNLESS OTHER ARRANGEMENTS ARE MADE.
- TRENCHES MUST BE BACKFILLED OR PLATED DURING NON-WORKING HOURS UNLESS K-RAIL BARRIERS ARE PROVIDED. K-RAIL IS APPROVED ONLY WHEN SPECIFICALLY SHOWN ON THE APPROVED TRAFFIC CONTROL PLAN. PLATES SHALL HAVE CLEATS AND COLD MIX AT THE EDGES AS APPROVED BY THE CITY INSPECTOR.
- STRIPING WILL BE REPLACED BY THE CONTRACTOR WITHIN 24 HOURS. IF REMOVED OR DAMAGED.
- WORK THAT DISTURBS NORMAL TRAFFIC SIGNAL TIMING OPERATIONS SHALL BE COORDINATED WITH CITY OF IMPERIAL BEACH. CONTACT STREET DIVISION.
- TRAFFIC SIGNALS SHALL REMAIN FULLY ACTUATED AT ALL TIMES. UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR HIS REPRESENTATIVE. IF TRAFFIC SIGNAL LOOP DETECTORS ARE RENDERED INOPERATIVE BY THE PROPOSED WORK, VIDEO DETECTION SHALL BE USED TO PROVIDE ACTUATION.
- FLAGGERS SHALL BE EQUIPPED WITH A WHITE HARD HAT, AN ORANGE VEST, AND A "STOP/SLOW" PADDLE ON A 5 FOOT STAFF.
- ALL TRAFFIC CONTROL DEVICES MUST BE MAINTAINED 24 HOURS A DAY, 7 DAYS PER WEEK, BY THE COORDINATOR.
- ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2007 EDITION AS AMENDED BY THE MUTCD 2007 CALIFORNIA SUPPLEMENT.
- TRAFFIC CONTROL PLAN SUBMITTALS ARE REQUIRED FOR EACH PHASE OF THE WORK IN THE DETAIL, FORMAT, AND QUALITY ILLUSTRATED ON THIS SHEET.
- ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM VIEW OR COVERED WHEN NOT IN USE.
- THE CITY ENGINEER OR HIS REPRESENTATIVE HAS THE AUTHORITY TO INITIATE FIELD CHANGES TO INSURE PUBLIC SAFETY.
- ALL WORK AFFECTING BUS STOPS SHALL BE COORDINATED WITH LOCAL TRANSIT DISTRICT. CONTRACTORS SHALL CALL TRANSIT AT LEAST 72 HOURS IN ADVANCE OF STARTING WORK.
- CHANGEABLE MESSAGE SIGNS SHALL BE USED IN ADVANCE OF THE TRAFFIC CONTROL ON MAJOR AND PRIME ARTERIALS, UNLESS OTHERWISE APPROVED. THESE SIGNS SHALL BE SHOWN ON THE TRAFFIC CONTROL PLAN.

**TABLE 1: TAPER LENGTHS, L<sub>1</sub>**

APPROACH SPEED (M.P.H)	MINIMUM TAPER LENGTH L <sub>1</sub> *	MINIMUM NUMBERS OF CONES FOR TAPER *	MAXIMUM SPACING OF CONES ALONG TAPER (FEET) ±	MAXIMUM SPACING OF CONES ALONG TANGENT (FEET) ±
25	125	6	25	50
30	180	7	30	60
35	245	8	35	70
40	320	9	40	80
45	540	13	45	90
50	600	13	50	100
55	660	13	55	110
60	720	13	60	120

\* BASED ON 12 FOOT WIDE LANE. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTHS LESS THAN 12 FEET.

**TABLE 2: BUFFER SPACE, L<sub>2</sub>**

APPROACH SPEED (M.P.H)	LONGITUDINAL BUFFER SPACE L <sub>2</sub> (FEET) ±
25	55
30	85
35	120
40	170
45	220
50	280
55	335+
60	335+

**TABLE 3: SIGN SPACING, L<sub>3</sub>**

APPROACH SPEED (M.P.H)	MINIMUM DISTANCE IN FEET L <sub>3</sub>	
	BETWEEN SIGNS	FROM LAST SIGN TO TAPER
25	150'	150'
30	200'	200'
35	250'	250'
40	350'	350'
45	500'	500'
50+	500'	500'

\* EXACT SPACING MAY VARY DUE TO FIELD CONDITIONS

CITY STAMP

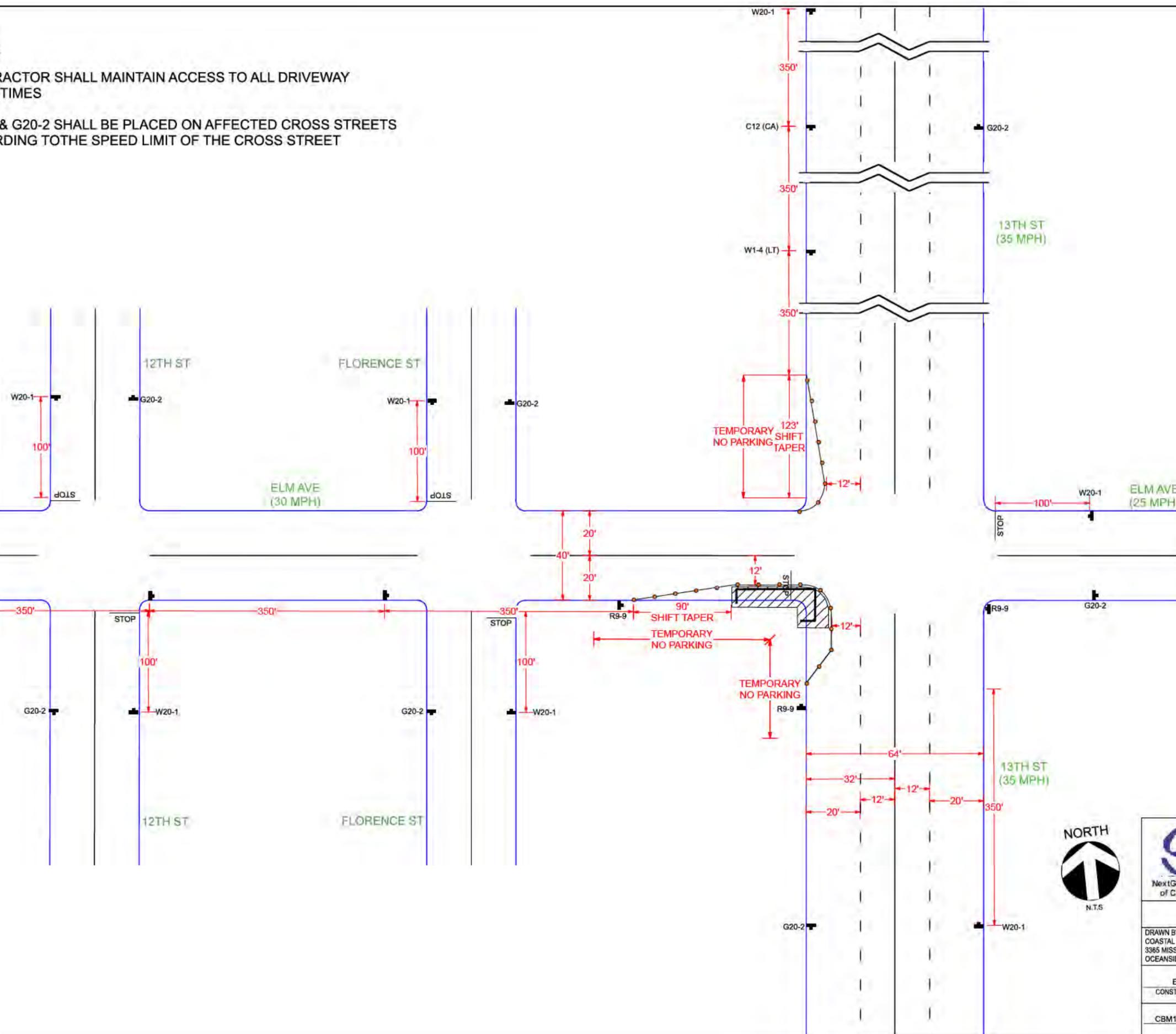
#### LEGEND

	DIRECTION OF TRAVEL		PORTABLE FLASHING BEACON <small>(SEE SIGNAGE NOTE #5)</small>
	PORTABLE SIGN		K-RAIL <small>(TYPE 99 CONCRETE BARRIER)</small>
	TRAFFIC CONE/DELINEATOR		CHANGEABLE MESSAGE SIGN
	TYPE II BARRICADE		FLASHING ARROW SIGN
	FLAGGER		WORK AREA
	FLAG TREE		

	TRAFFIC CONTROL PLAN FOR:	
	<b>CBM1017CA-IBUFC001</b> ELM AVE AND 13TH ST	
<b>IMPERIAL BEACH, CALIFORNIA</b> DEVELOPMENT SERVICES DEPARTMENT		
DRAWN BY: COASTAL COMMUNICATIONS 3355 Mission Ave Ste. 234 Oceanside, Ca 92058		Tel: (760) 754-9240 Fax: (760) 754-9299
FOR CITY ENGINEER		DRAFTED BY: <b>RR</b>
DESCRIPTION	BY	T.S. PAGE: <b>1329-H7</b>
ORIGINAL	CCI	DATE: <b>7-30-10</b>
AS-BUILTS		ERICKA.CHONG CONSTRUCTION SUPERVISOR
CONTRACTOR	DATE STARTED	CBM1017CA-IBUFC001 FILE NAME
INSPECTOR	DATE COMPLETED	3 OF 4

**NOTES:**

1. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAY AT ALL TIMES
2. W20-1 & G20-2 SHALL BE PLACED ON AFFECTED CROSS STREETS ACCORDING TO THE SPEED LIMIT OF THE CROSS STREET



	TRAFFIC CONTROL PLANS FOR:	
	<b>CBM1017CA-IBUFC001</b> ELM AVE AND 13TH ST	
CITY OF IMPERIAL BEACH, CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT		
DRAWN BY: COASTAL COMMUNICATIONS, INC. 3365 MISSION AVE, SUITE 234 OCEANSIDE, CA 92058		TELE: (760) 754-9240 FAX: (760) 754-9299
ERICKA CHONG CONSTRUCTION SUPERVISOR		T.B. PAGE: 1329-H7
CBM1017CA-IBUFC001 FILE NAME	DRAFTED BY: RUDY RINCON DATE: 7/30/10	4 OF 4



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER  
**MEETING DATE:** NOVEMBER 2, 2011  
**ORIGINATING DEPT.:** PUBLIC SAFETY *sc*  
**SUBJECT:** ADOPTION OF RESOLUTION NO. 2011-7112 AUTHORIZING  
THE PURCHASE OF A ZOLL AUTOPULSE BATTERY  
POWERED NON-INVASIVE CARDIAC SUPPORT PUMP

---

**BACKGROUND:**

On October 19, 2011, City Council adopted resolution 2011-7102 authorizing the City Manager to continue the Exclusive Operating Area (EOA) with the City of Chula Vista, and the Bonita Sunnyside Fire Protection District to enter into a renewed agreement with American Medical Response (AMR) for Advanced Life Support (ALS) Transport and First Responder Services. At that time, Council also adopted resolution 2011-7103 authorizing a Pass-Through Fee to recover costs associated with the Imperial Beach Fire Department Paramedic Program. One of the expenses outlined in that report was the purchase of a Zoll AutoPulse non-invasive cardiac support pump.

**DISCUSSION:**

Emergency treatment for heart failures, including heart attacks and sudden cardiac arrests, almost always requires Cardiopulmonary Resuscitation (CPR) consisting of chest compressions and artificial respiration. This is for the purpose of providing a flow of oxygenated blood to the brain and heart until the heart might be restarted, most likely when an electrical shock is administered to the patient's heart. For emergency personnel, providing chest compressions is demanding and quickly leads to fatigue. In order to provide effective compressions, emergency personnel must switch out frequently to provide time to recover their own strength, generally in two minute intervals at the longest. Also complicating these efforts is the need to transport the patient to a qualified medical facility for treatment. Providing chest compressions while a patient is being rushed to or from an ambulance, or down stairs, or along challenging terrains, adversely affects their effectiveness. It also occupies the time of at least two emergency personnel when there is often the need to engage in other urgent patient care activities.

Zoll Medical Corporation provides an alternative to manual chest compressions with its product, AutoPulse, a non-invasive, external cardiac support pump. This is an easy to use, battery operated pump that utilizes a load-distributing band that squeezes the patient's entire chest, delivering consistent, high quality compressions, resulting in improved blood flow. This device also allows compressions to continue while emergency personnel perform other life-saving activities, and patient transport activities. This device also improves the safety of emergency personnel, who must otherwise continue manual compressions during transports, risking injuries because they are not properly restrained while ambulances are en route to the hospital.

**FISCAL IMPACT:**

The cost of one AutoPulse unit is \$16,763. Required supplies will cost an additional \$2,311 for a total cost of \$19,074. This purchase is part of the paramedic program equipment budget for Fiscal Year 2010/2011, and as such is included in the program cost recovery in the ALS Transport fees adopted by City Council on October 19, 2011. Zoll has offered the City twelve months to pay for the AutoPulse unit interest-free. The City will make four quarterly payments from the revenue generated from the pass-through rate received from AMR.

**ENVIRONMENTAL DETERMINATION:**

This is not a project as defined by CEQA.

**DEPARTMENT RECOMMENDATION:**

Public Safety recommends that City Council adopt Resolution No. 2011-7112 authorizing the purchase of a Zoll AutoPulse device and related accessories and supplies, not to exceed \$19,074.

**CITY MANAGER RECOMMENDATION:**

Approve the department recommendation.

 FOR  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

- 1. Resolution 2011-7112
- 2. Zoll AutoPulse Brochure

**RESOLUTION NO. 2011-7112**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE PURCHASE OF A ZOLL AUTOPULSE NON-INVASIVE CARDIAC SUPPORT PUMP AND RELATED SUPPLIES AND ACCESSORIES.**

**WHEREAS**, the Fire Department of the City of Imperial Beach belongs to the South Bay Exclusive Operating Area, and as such recovers the City's paramedic program costs through a pass-through agreement with American Medical Response Corporation (AMR); and

**WHEREAS**, the Imperial Beach Fire Department has identified procurement of a Zoll AutoPulse non-invasive cardiac support pump as a highly desirable additional piece of equipment for the purpose of enhanced cardiopulmonary resuscitation, in the form of automated chest compressions; and

**WHEREAS**, the implementation of a Zoll AutoPulse unit will deliver consistent, high-quality chest compressions, during awkward manual transport of patients as well as during ambulance transport, will free up emergency personnel to conduct other essential life-saving activities, and will enhance the safety of emergency personnel; and

**WHEREAS**, Zoll Medical Corporation has agreed to allow 12 months interest free to pay for the AutoPulse unit; and

**WHEREAS**, AMR will deposit funds collected from transport fees on a quarterly basis.

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

1. That the Imperial Beach Fire Department is authorized immediately to purchase the Zoll AutoPulse Unit and related supplies and accessories.
2. That the Finance Department is authorized to make four quarterly payments, resulting in full payment for the Zoll AutoPulse unit and related supplies for the first year, not to exceed \$19,074.
4. This action is not a project as defined by CEQA.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of November 2011, by the following vote:

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

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

**ATTEST:**

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

 **AutoPulse**<sup>®</sup>

Consistent compressions.  
No interruptions.

---



**ZOLL**<sup>®</sup>  
Advancing Resuscitation. Today.<sup>™</sup>



# Improved blood flow is within reach.

For victims of SCA, only one thing is certain – chest compressions will be required. Yet, manual compressions – even when they are done well – only provide 10 - 20% of normal blood flow to the heart and 30 - 40% to the brain.<sup>1</sup>

Now, there's an alternative. The only device of its kind, the ZOLL® AutoPulse® is a revolutionary non-invasive cardiac support pump that moves more blood,<sup>2,3,4</sup> more consistently than is possible with human hands. Easy to use and battery operated, its load-distributing LifeBand® squeezes the entire chest. As a result, victims receive consistent, high-quality compressions that deliver improved blood flow.

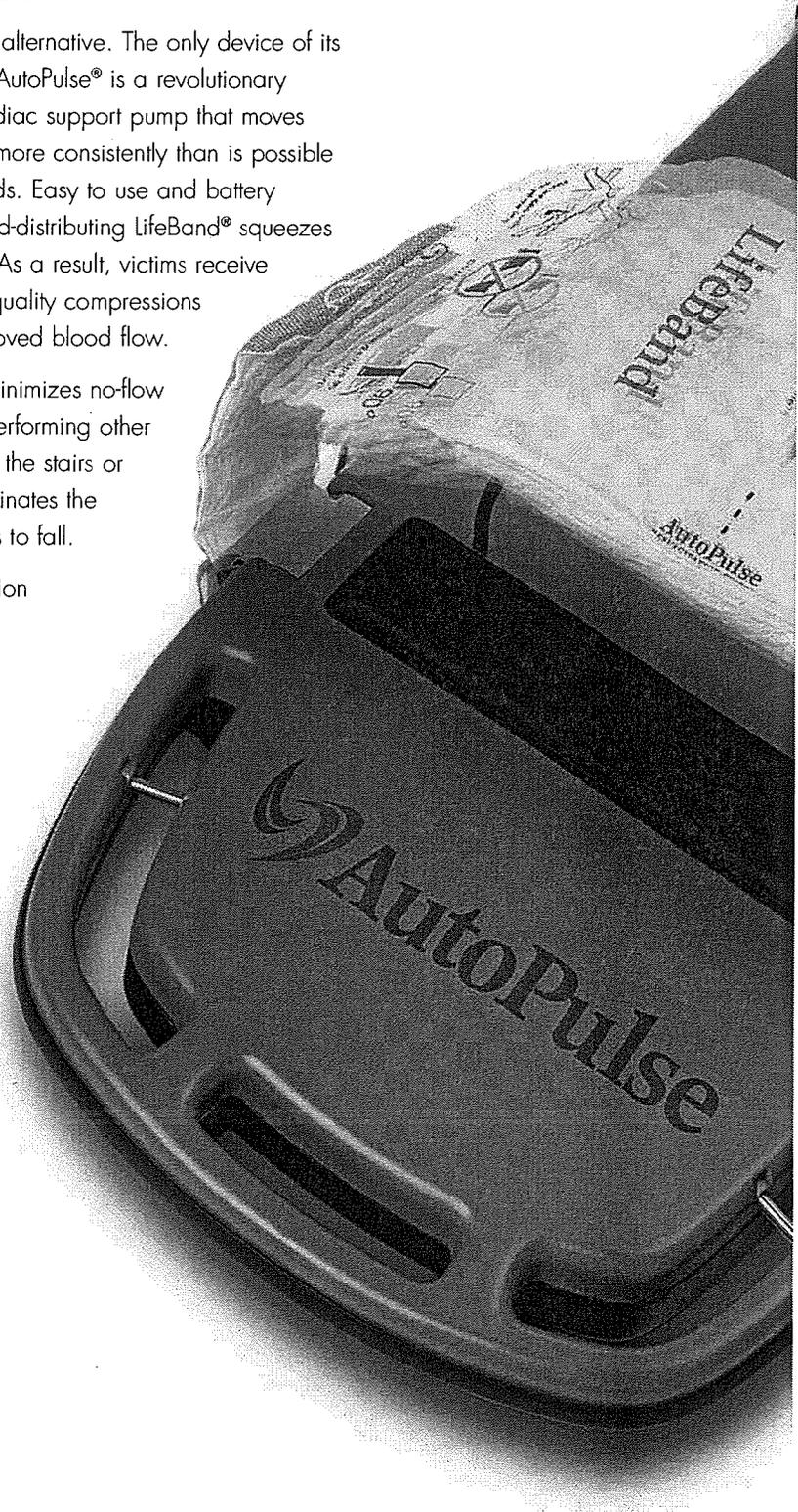
AutoPulse also minimizes no-flow time. It allows rescuers to provide compressions while performing other life-saving activities, or while transporting a victim down the stairs or in the back of a moving ambulance. In doing so, it eliminates the interruptions that can cause coronary perfusion pressures to fall.

AutoPulse is just one of a full line of integrated resuscitation solutions designed to help rescuers improve practices and save more lives. For more information, call 800-804-4356 or visit [www.zoll.com](http://www.zoll.com).

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**88% improvement in survival  
to hospital admission.<sup>5</sup>**

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**Interruptions in chest compressions  
decrease rates of survival  
from cardiac arrest.<sup>6</sup>**

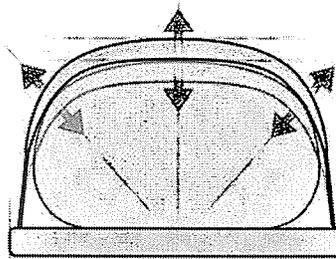
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**33% improvement in  
coronary perfusion pressure.<sup>4</sup>**

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**Load-distributing technology.<sup>7</sup>**

Load-distributing LifeBand<sup>®</sup> squeezes the entire chest and delivers consistent, high-quality compressions. It also allows full decompression for maximum coronary perfusion.

---

**235% improvement in  
survival to discharge.<sup>5</sup>**

---

 **AutoPulse<sup>®</sup>**  
Non-invasive Cardiac Support Pump

**Evidence supporting  
AutoPulse benefits**

Casner M et al. The impact of a new CPR assist device on rate of return of spontaneous circulation in out-of-hospital cardiac arrest. *Prehospital Emergency Care*. 2005;9(1):61-67.

Halperin HR et al. Cardiopulmonary resuscitation with a novel chest compression device in a porcine model of cardiac arrest. *Journal of the American College of Cardiology*. 2004;44(11):2214-2220.

Ikeno F et al. Augmentation of tissue perfusion by a novel compression device increases neurologically intact survival in a porcine model of prolonged cardiac arrest. *Resuscitation*. 2006;68:109-118.

Ornato JP et al. Case-control study of AutoPulse<sup>™</sup> for out-of-hospital cardiac arrest. Resuscitation Science Symposium, American Heart Association Scientific Sessions, Nov 12, 2005.

Swanson M et al. Effect of a CPR assist device on survival to emergency department arrival in out of hospital cardiac arrest. *Circulation*. 2005;112(17)(Suppl II):1106.

Timerman S et al. Improved hemodynamic performance with a novel chest compression device during treatment of in-hospital cardiac arrest. *Resuscitation*. 2004;61:273-280.

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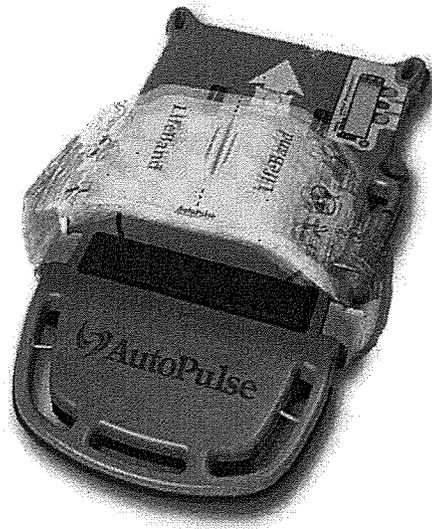
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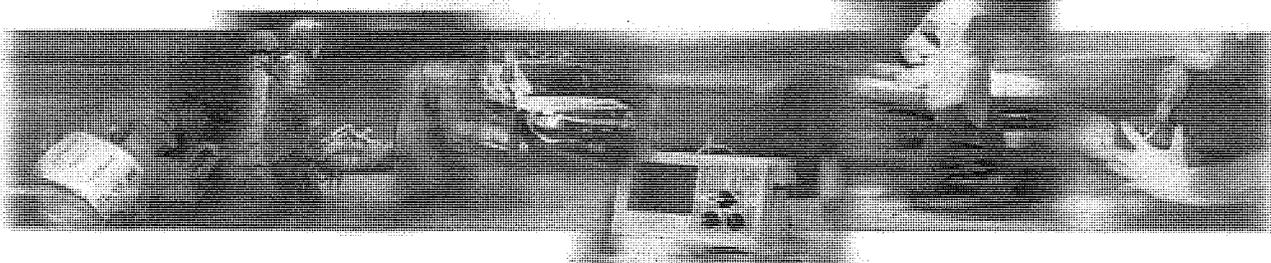


With more than 20 years of experience in defibrillation, ZOLL is a pioneer in resuscitation solutions. ZOLL develops technologies to help advance the practice of resuscitation. With products for pacing, defibrillation, circulation, ventilation, data management, and fluid resuscitation, ZOLL provides a comprehensive set of technologies that can help clinicians, EMS professionals, and lay rescuers resuscitate sudden cardiac arrest and trauma victims.

## References

1. Kem K et al. *Bailliere's Clinical Anaesthesiology*. 2000;14(3):591-609.
2. Halperin HR et al. *Journal of the American College of Cardiology*. 2004; 44(11):2214-2220.
3. Ikano F et al. *Resuscitation*. 2006;68:109-118.
4. Timmerman S et al. *Resuscitation*. 2004;61:273-280.
5. Ornato JP et al. American Heart Association Annual Meeting, 2005.
6. *Circulation*. 2005;112:IV-207.
7. *Circulation*. 2005;112:IV-59.

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Advancing Resuscitation. Today.™



Guidelines 2005  
Ready

CE

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AGENDA ITEM NO. 5.1

**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO: MAYOR AND COUNCIL**

**FROM: GARY BROWN, CITY MANAGER**

**MEETING DATE: NOVEMBER 2, 2011**

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

**SUBJECT: ADOPTION OF RESOLUTION NO. 2011-7109 APPROVING THE  
ISSUANCE OF TAX-EXEMPT BONDS BY THE CALIFORNIA  
MUNICIPAL FINANCE AUTHORITY FOR A LIMITED  
PARTNERSHIP TO BE ESTABLISHED BY HITZKE  
DEVELOPMENT CORPORATION, WITH RESPECT TO THE  
RESIDENTIAL HOUSING COMPONENT OF THE AMERICAN  
LEGION POST PROJECT**

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**BACKGROUND**

In March 2008, the City of Imperial Beach executed the Joint Exercise of Powers Agreement ("the Agreement") with the California Municipal Finance Authority ("CMFA"). The Agreement states that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement. There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA.

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural and community development through the financing of economic development and charitable activities throughout California. To date, over 100 municipalities have become members of CMFA.

Hitzke Development Corporation has requested that the CMFA serve as the municipal issuer of Bonds in an aggregate principal amount not to exceed \$4,200,000. The proceeds of the Bonds will be used to assist in the financing of the acquisition and construction of a 30-unit multifamily housing rental facility known as The Post Apartments (the "Project") located at 1252 and 1268 Palm Avenue, Imperial Beach, California.

## **DISCUSSION**

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of Hitzke, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

In order for the Bonds to qualify as tax-exempt bonds, the City of Imperial Beach must conduct a Tax Equity and Fiscal Responsibility Act ("TEFRA") Public Hearing providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of a project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project. The City Council, therefore, is being asked to adopt the attached resolution approving the bond issuance. Such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500.

The participation by the City in the CMFA does not impact the City's appropriations limits and does not constitute any type of indebtedness by the City. Outside of holding the TEFRA Hearing and adopting the required resolution and executing the Agreement with the CMFA, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

## **ENVIRONMENTAL DETERMINATION**

The approval of the proposed resolution to issue Bonds by the CMFA is not a project as defined by CEQA.

## **FISCAL IMPACT**

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Imperial Beach, it is expected that 25% of the issuance fee will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City. The Borrower will be the beneficiary of the CMFA's charitable donation through a 25% reduction in issuance fees.

## **DEPARTMENT RECOMMENDATION**

Staff recommends that the City Council:

1. Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code"); and
2. Adopt Resolution No. 2011-7109 authorizing the issuance of Tax-Exempt Bonds by the California Municipal Finance Authority for a Limited Partnership to be

established by Hitzke Development Corporation, with respect to the Residential Housing Component of the American Legion Post Project.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

 FOR  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments: Attachment 1 - Resolution -2011-7109  
Attachment 2 – Joint Exercise of Powers Agreement

**RESOLUTION NO. 2011-7109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR A LIMITED PARTNERSHIP TO BE ESTABLISHED BY HITZKE DEVELOPMENT CORPORATION, WITH RESPECT TO THE RESIDENTIAL HOUSING COMPONENT OF THE PROJECT**

**WHEREAS**, Hitzke Development Corporation, a California corporation (the "Hitzke Development"), has requested that the California Municipal Finance Authority (the "Authority") issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$4,200,000 (the "Bonds"), and lend the proceeds of the Bonds to a California limited partnership (the "Borrower") to be created by Hitzke Development for the purpose of financing costs of the acquisition and construction by the Borrower of 30 units of multifamily housing (the "Project"), to be part of a mixed use development project on a site located at 1252 and 1268 Palm Avenue in the City of Imperial Beach, California (the "City") which Project is to be owned by the Borrower and is expected to be initially operated by ConAm Management Corporation; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986 (the "Code") requires that the "applicable elected representative" with respect to the Project approve the issuance of the Bonds after a public hearing has been held regarding the financing of the Project; and

**WHEREAS**, the City Council of the City (the "City Council") is the elected legislative body of the City and is an applicable elected representative with respect to the approval of the issuance of the Bonds under Section 147(f) of the Code because the Project is located in the City; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement, dated as of January 1, 2004 (the "Agreement"), that created the Authority, among certain local agencies, including the City; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has held a duly-noticed public hearing regarding the issuance of the Bonds at which all those interested in speaking with respect to the financing of the Project were heard, and now desires to approve the issuance of the Bonds by the Authority.

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

1. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purposes of (a) Section 147(f) of the Code, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

2. The payment of the principal, prepayment premium, if any, and purchase price of and interest on the Bonds shall be solely the responsibility of Borrower. The Bonds shall not constitute a debt or obligation of the City.
3. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the construction or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.
4. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.
5. The City Clerk is hereby directed to forward a certified copy of this Resolution to the bond counsel for the Bonds, addressed as follows:
 

Paul J. Thimmig, Esq.  
 Quint & Thimmig LLP  
 575 Market Street, Suite 3600  
 San Francisco, CA 94105-2874
6. This Resolution shall take effect from and after the date of its passage and adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 2nd<sup>th</sup> day of November 2011, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

03042.52:J11506  
 10/4/11

**JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

**WITNESSETH**

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Section 1. Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

**Section 2. Term.**

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligations.

**Section 3. Authority.**

**A. CREATION AND POWERS OF AUTHORITY.**

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

**Section 4. Powers.**

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Section 5. Fiscal Year.**

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

**Section 6. Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

**Section 7. Bonds.**

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

**Section 8. Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

**Section 9. Accounts and Reports.**

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

**Section 10. Funds.**

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

**Section 11. Notices.**

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

**Section 12. Additional Members/Withdrawal of Members.**

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

**Section 13. Indemnification.**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**Section 14. Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

**Section 15. Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

**Section 16. Amendments.**

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

**Section 17. Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

**Section 18. Partial Invalidity.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 19. Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

**Section 20. Miscellaneous.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.





AGENDA ITEM NO. 6.1

**STAFF REPORT  
IMPERIAL BEACH HOUSING AUTHORITY**

**TO: CHAIR AND MEMBERS OF THE HOUSING AUTHORITY**

**FROM: GARY BROWN, EXECUTIVE DIRECTOR**

**MEETING DATE: NOVEMBER 2, 2011**

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

**SUBJECT: ADOPTION OF RESOLUTION NO. HA-11-05 APPROVING AN AMENDMENT TO THE CLEAN & GREEN PROGRAM BUDGET IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) AND AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000) OF THE BUDGETED AMOUNT**

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**BACKGROUND**

In December 2007, the Redevelopment Agency approved the Clean and Green Program ("Program") as a pilot project. In September 2008, the Redevelopment Agency authorized continuation of the Program and allocated additional funds to support it. In April 2009, the City Council approved the Five-year Capital Improvement Program which allocated additional funding to the Program. In March 2010, the Agency once again provided additional low and moderate income housing funds ("Housing Funds") for the Program.

The Program provides qualified very-low, low and moderate income single-family homeowners with reimbursement grants of up to \$30,000 for energy efficient and water conservation improvements. In consideration for these grants, each property owner is limited to one (1) grant in a ten-year period.

**DISCUSSION**

The primary goal of the Program is to preserve the City's existing stock of owner-occupied low and moderate income single-family residences through energy efficient improvements. The Program has completed improvements to 90 low/moderate income homes. The Program currently has 11 active projects.

At the October 12, 2011 City Council/Housing Authority Workshop, Council discussed using a portion of the Housing Funds previously transferred by the Agency to the Authority to fund the Program. Staff presented a possible \$700,000 increase to the Clean and Green Program budget; however, only \$320,000 of this increase would be used by the Housing Authority to pay

for existing enforceable obligations of the Redevelopment Agency under the Program. The remainder of the increase was to be held pending further review, discussion and official action by the Housing Authority. The resolution attached to this report would implement the changes presented by staff and discussed on October 12, 2011.

**ENVIRONMENTAL IMPACT**

This is not a project as defined by CEQA. However, when implemented, it is expected that these projects will have a beneficial impact to the environment and to energy conservation efforts.

**FISCAL IMPACT**

There are sufficient funds in the Authority's Budget for the Amendment. The following is the history of authorization to the Program's Budget:

Original Pilot Program (December 2007)		\$180,000
Amendment (September 2008)		\$960,000
Capital Improvement Program (April 2009)	FY10/11	\$200,000
	FY11/12	\$200,000
Amendment (March 2010)		\$762,500
	Subtotal	\$2,302,500
Proposed Amendment		\$700,000
Total not to Exceed Amount		\$3,002,500

**DEPARTMENT RECOMMENDATION**

Staff recommends that the Housing Authority adopt Resolution No. HA-11-05 approving an amendment to the Clean and Green Program Budget to add \$700,000 and authorizing the expenditure of an amount not to exceed \$320,000 of the \$700,000 amendment.

**EXECUTIVE DIRECTOR'S RECOMMENDATION:**

Approve Authority recommendation.

 FOR  
 Gary Brown, Executive Director

Attachments:

1. Resolution No. HA-11-05

**RESOLUTION NO. HA-11-05**

**A RESOLUTION OF THE IMPERIAL BEACH HOUSING AUTHORITY APPROVING AN AMENDMENT TO THE CLEAN & GREEN PROGRAM BUDGET IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) AND AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000) OF THE \$700,000 AMENDMENT.**

**WHEREAS**, the Imperial Beach Housing Authority ("Authority") is authorized pursuant to Division 24 Part 2 Chapter 1 Article 4 Section 34312(b) of the California Health and Safety Code (the "Act") to provide for the construction, reconstruction, improvement, alteration, repair of all or part of any housing; and

**WHEREAS**, pursuant to Section 34312.5(b) of the Act, the Authority may use low and moderate income housing funds ("Housing Funds") of the City of Imperial Beach Redevelopment Agency ("Agency") to increase or improve the City's supply of low and moderate income housing; and

**WHEREAS**, in January 2011, the Agency authorized the transfer of Housing Funds to the Authority to increase or improve the City's supply of low and moderate income housing; and

**WHEREAS**, the Authority has set objectives for the rehabilitation of affordable housing in accordance the Authority's policies; and

**WHEREAS**, in order to serve the objectives, the Authority desires to assist in the rehabilitation of existing single family housing; and

**WHEREAS**, the Authority is administering the Clean and Green Program ("the Program") which provides grants to very low, low and moderate-income single-family homeowners to improve energy and water efficiency, health and safety; and

**WHEREAS**, the Authority desires to allocate an amount not to exceed SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) of Housing Funds for the Program, provided, however, that THREE HUNDRED AND TWENTY THOUSAND DOLLARS (\$320,000) of the allocated Housing Funds will be used to pay for approved Program grants and the remaining amount shall be reserved until further direction is received by the Authority.

**NOW, THEREFORE, BE IT RESOLVED, by the Authority, as follows:**

1. That the Authority shall allocate an amount not to exceed SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) of Housing Funds for the Program; and
2. That the Authority shall use THREE HUNDRED AND TWENTY THOUSAND DOLLARS (\$320,000) of the allocated Housing Funds to pay for approved Program grants and the remaining amount shall be reserved until further direction is received by the Authority.

**PASSED, APPROVED, AND ADOPTED** by the Imperial Beach Housing Authority of the City of Imperial Beach at its meeting held on the 2<sup>nd</sup> day of November 2011, by the following roll call vote:

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

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

**ATTEST:**

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**JACQUELINE M. HALD, CMC**  
**SECRETARY**