



A G E N D A



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

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

NOVEMBER 2, 2016

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

REGULAR & CLOSED SESSION MEETINGS - 6:00 P.M.

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

The City of Imperial Beach is endeavoring to be in total compliance with the Americans with Disabilities Act (ADA). If you require assistance or auxiliary aids in order to participate at City Council meetings, please contact the City Clerk's Office at (619) 628-2347, as far in advance of the meeting as possible.

REGULAR MEETING CALL TO ORDER

ROLL CALL

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 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: It is respectfully requested that the City Council ratifies the warrant register.

2.2 ADOPTION OF RESOLUTION NO. 2016-7747 ACCEPTING THE 2016 STATE HOMELAND SECURITY GRANT (SHSG) ALLOCATION OF \$20,347 IN THE FORM OF REIMBURSEMENT FOR THE PURCHASE OF FIVE HANDHELD RADIOS FOR FIREFIGHTER USE IN EMERGENCY RESPONSES. (0390-86)

Recommendation: Adopt resolution.

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

CONSENT CALENDAR (Continued)

- 2.3 SECOND READING AND ADOPTION OF ORDINANCE NO. 2016-1158, AMENDING CHAPTER 8.30 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROL; REPEALING CHAPTER 8.31 PERTAINING TO STORM WATER/URBAN RUNOFF POLLUTION REDUCTION CHARGE; REPEALING CHAPTER 8.32 PERTAINING TO THE STANDARD URBAN STORMWATER MITIGATION PLAN; AMENDING CHAPTER 15.54, PERTAINING TO GRADING PERMITS AND PLANS; AND AMENDING SECTIONS 16.12.090(A)(4), 18.84.050, AND 19.25.060(G)(1)(a). (0770-65 & 0770-95)**
Recommendation: That the City Council waives further reading and adopts Ordinance No. 2016-1158.
- 2.4* NOTIFICATION OF TRAVEL: COUNCILMEMBER SPRIGGS IS PLANNING TO ATTEND THE LEAGUE OF CALIFORNIA CITIES 2016 LEAGUE LEADERS ORIENTATION AND STRATEGIC PLANNING WORKSHOP ON NOVEMBER 9-11, 2016. COUNCILMEMBER SPRIGGS SERVES AS THE VICE-CHAIR OF THE HOUSING, COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE FOR THE LEAGUE. THE LEAGUE OF CALIFORNIA CITIES WILL COVER ALL COSTS WITH THE EXCEPTION OF TRAVEL AND INCIDENTAL EXPENSES. (0410-60)**
*No staff report.
- 2.5 ADOPT RESOLUTION NO. 2016-7746 AWARDED A PUBLIC WORKS CONTRACT TO WIT: FY 15-16 ANNUAL MAINLINE REPAIRS PROJECT NO. W16-201. (0830-10)**
Recommendation: Adopt resolution.
- 2.6 RESOLUTION NO. 2016-7749 TO AWARD TRAFFIC ENGINEER SERVICES CONTRACT TO STC TRAFFIC, INC. FOR ON CALL TRAFFIC ENGINEERING SERVICES TO THE CITY FOR A MAXIMUM OF FIVE YEARS. (0750-05)**
Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

- 3.1 AN INTRODUCTION OF ORDINANCE NO. 2016-1159, AMENDING SECTIONS 8.38.040 AND 8.38.050 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SUBMISSION AND REVIEW OF WASTE MANAGEMENT PLANS. (0770-95)**
Recommendation: Introduce Ordinance No. 2016-1159 and waive further reading.

PUBLIC HEARINGS (4)

None.

REPORTS (5.1-5.4)

- 5.1 DISCUSSION IN RELATION TO THE RECOMMENDATION FROM THE PARKS & RECREATION COMMITTEE REGARDING A DOG PARK IN VETERANS PARK. (0920-70 & 0920-90)**
Recommendation: That the City Council considers the recommendation of the Parks & Recreation Committee to place a Dog Park in Veterans Park at the proposed location and directs staff to present a dog park proposal to City Council for approval and funding appropriation at a future meeting.
- 5.2 RESOLUTION NO. 2016-7750 AWARDED THE DESIGN CONTRACT FOR THE SENIOR CENTER REBUILD (F16-501) PROJECT TO JEFF KATZ ARCHITECTURAL CORPORATION. (0930-20)**
Recommendation: Adopt resolution.

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REPORTS (Continued)

5.3 RESOLUTION NO. 2016-7748 TO AWARD PROFESSIONAL SERVICE CONTRACT TO KEYSER MARSTON ASSOCIATES (KMA) TO PREPARE A COST/BENEFIT ANALYSIS FOR THE PROPOSED RELINQUISHMENT OF STATE ROUTE 75. (0600-20)

Recommendation: Adopt resolution.

5.4 OWNER OCCUPIED BUILDING PERMIT FEE REDUCTION RESOLUTION NO. 2016-7741. (0390-55 & 0710-95)

Recommendation: Adopt resolution.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (6)

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURN REGULAR MEETING

CLOSED SESSION MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Govt. Code section 54956.9(d)(2) (1 case)
Existing facts and circumstances pursuant to Govt. Code section 54956.9(e)(1)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code §54956.8:
Property: 1075 8th Street, Imperial Beach, CA 91932, APN 626-400-71-00
Agency Negotiator: City Manager and City Attorney
Negotiating Parties: County of San Diego
Under Negotiation: Instruction to Negotiators will concern price and terms of payment

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

ADJOURN CLOSED SESSION

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

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

www.ImperialBeachCA.gov

/s/
Jacqueline M. Hald, MMC
City Clerk

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: NOVEMBER 2, 2016
ORIGINATING DEPT: DOUG BRADLEY, ADMINISTRATIVE SERVICES DEPARTMENT *IB*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$ 1,110,779.63.

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

RECOMMENDATION:

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

OPTIONS:

- Receive and file the report from the City Manager
- Provide direction to the City Manager to take a specific action
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

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

<u>Vendor:</u>	<u>Check:</u>	<u>Amount:</u>	<u>Description:</u>
San Diego County Sheriff	89355	\$ 558,919.00	Aug 2016 Law Enforcement Svcs

The following registers are submitted for Council ratification:

Accounts Payable

DATE	CHECK #	EFT #	AMOUNT (\$)
10/03/2016	89322-89323		4,833.09
10/06/2016	89324-89369	265-270	678,941.35
10/13/2016	89370-89404		102,494.48
	<i>Sub-total</i>		786,268.92

Payroll Checks/Direct Deposit

DATE	CHECK #		AMOUNT (\$)
PPE 09/29/16	47255-47268		166,724.93
PPE 10/13/16	47269-47281		157,785.78
	<i>Sub-total</i>		324,510.71

TOTAL \$ 1,110,779.63

Note: check numbers not in sequence have been voided.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Warrant Register
2. Warrant Register as Budgeted FY2016

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
2016-10-03						
2016-10-03	89322	MISCELLANEOUS VENDOR	RELEASE OF CLAIM	502-1922-419.28-17	09-22-2016	(blank) \$ 1,741.96
	89323	MISCELLANEOUS VENDOR	RELEASE OF CLAIM	502-1922-419.28-17	09-19-2016	(blank) \$ 3,091.13
2016-10-03 Total						\$ 4,833.09
2016-10-06						
2016-10-06	265	CALIFORNIA STATE DISBURSEMENT U	PAYROLL AP PPE 9/29/16	101-0000-209.01-07	20161006	(blank) \$ 355.84
	266	I B FIREFIGHTERS ASSOCIATION	PAYROLL AP PPE 9/29/16	101-0000-209.01-08	20161006	(blank) \$ 330.00
	267	ICMA RETIREMENT TRUST 457	PAYROLL AP PPE 9/29/16	101-0000-209.01-10	20161006	(blank) \$ 6,567.20
	268	SEIU LOCAL 221	PAYROLL AP PPE 9/29/16	101-0000-209.01-08	20161006	(blank) \$ 1,575.85
	269	STATE OF CALIFORNIA FTB	PAYROLL AP PPE 9/29/16	101-0000-209.01-07	20161006	(blank) \$ 417.28
	270	US BANK	PAYROLL AP PPE 9/29/16	101-0000-209.01-20	20161006	(blank) \$ 1,945.56
	89324	ACOM SOLUTIONS, INC	MAINTENANCE RENEWAL	503-1923-419.28-13	0191937-IN	170296 \$ 700.00
	89325	ALLIANT INSURANCE SEVICES, INC	JUL-SEP 2016 INSURANCE	101-0000-221.01-04	09-30-2016	(blank) \$ 911.00
			JUL-SEP 2016 INSURANCE	101-1110-412.28-08	09-30-2016	(blank) \$ 7,521.00
	89326	ALVAREZ, OSCAR	REIMBURSE PARKING FEES	101-3030-423.28-04	710201102626057	(blank) \$ 54.00
	89327	AZTEC LANDSCAPING INC	SEP 2016	101-5010-431.21-04	0029482-IN	170161 \$ 1,499.00
	89328	CITY OF SAN DIEGO	APR-JUN 2016 MUNI SEWER T	601-5060-436.21-04	1000175223	170064 \$ 752.54
	89329	CORELOGIC SOLUTIONS	JUL 2016 BL DATA SEARCHES	101-1210-413.21-04	81710019	F17074 \$ 4.50
			JUL 2016 BLDG DATA SEARCH	101-3040-424.21-04	81710019	F17074 \$ 57.50
			JUL 2016 PW DATA SEARCHES	101-3040-424.21-04	81710019	F17074 \$ 13.50
			JUL 2016 CODE DATA SEARCH	101-3070-427.21-04	81710019	F17074 \$ 207.50
			AUG 2016 PROP DATA SEARCH	101-1210-413.21-04	81723400	F17075 \$ 19.50
			AUG 2016 PROP DATA SEARCH	101-3020-422.21-04	81723400	F17075 \$ 4.50
			AUG 2016 PROP DATA SEARCH	101-3040-424.21-04	81723400	F17075 \$ 114.50
			AUG 2016 PROP DATA SEARCH	101-3070-427.21-04	81723400	F17075 \$ 169.00
			AUG 2016 PROP DATA SEARCH	101-5050-435.21-04	81723400	F17075 \$ 33.00
	89330	COX COMMUNICATIONS	09/25-10/24 3110039780701	503-1923-419.21-04	10-16-2016	170154 \$ 1,000.00
			09/22-10/21 3110038384601	503-1923-419.21-04	10-13-2016	170154 \$ 246.08
	89331	CRAIG WEAVER	REIMBURSE ST EMT RENEWAL	101-3020-422.29-01	07-24-2016	(blank) \$ 200.00
			REIMBURSE ACLS COURSE FEE	101-3020-422.29-01	08-22-2016	(blank) \$ 238.00
	89332	CUE ONE PRODUCTIONS	2016 SYMPHONY PRODUCTION	101-1020-411.28-08	10-01-2016	170231 \$ 15,500.00
	89333	DAVID CARRILLO	REIMBURSE LIVSCAN FEES	101-1130-412.21-04	829658122960228	(blank) \$ 28.22
	89334	DONALD D DIFFENBAUGH CONSTRUC	FD ROOF WORK	504-1924-419.21-04	2103	(blank) \$ 8,728.00
	89335	FLYERS ENERGY LLC	1100 GAL REG FUEL	501-1921-419.28-15	16-289557	170036 \$ 2,793.86
			988 GAL REGULAR FUEL	501-1921-419.28-15	16-337726	170036 \$ 2,552.22
	89336	GENERAL PARTS DIST, LLC	#A2 ALTERNATOR	501-1921-419.28-16	11098-335913	170162 \$ 139.23
	89337	GO-STAFF, INC.	W/E 09/25/16 FERGUSON,N	101-1210-413.21-01	172083	170159 \$ 680.24
			W/E 09/25/16 GARCIA,G	601-5060-436.21-01	172082	170081 \$ 1,042.85
	89338	GTC SYSTEMS INC	FORTICARE MAINTENANCE	503-1923-419.28-01	40655	170223 \$ 383.90
	89339	IB BUSINESS IMPROVEMENT DISTRICT	SEP 2016 BID FEES	101-0000-203.22-00	09-30-2016	(blank) \$ 1,260.00

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
89340	JACQUELINE SUE STENZEL	SEP 2016 SENIOR YOGA	101-6030-453.20-06	39	170072	\$ 160.00
89341	JASON BELL	REIMBURSE ST PARAMEDIC	101-3020-422.29-01	P17180 17/18	(blank)	\$ 200.00
89342	JESUS GONZALEZ	REIMBURSE PARKING FEES	101-3030-423.28-04	H72	(blank)	\$ 120.00
		REIMBURSE FUEL FOR VEHICL	101-3030-423.28-04	072921	(blank)	\$ 50.00
89343	LA PRENSA SAN DIEGO	IN SPANISH NEWSPAPER	101-1020-411.21-06	1730	F17071	\$ 72.00
89344	LINCOLN FINANCIAL GROUP	OCT 2016 LIFE INS PREMIUM	101-0000-209.01-13	OCT 2016	(blank)	\$ 1,340.85
		OCT 2016 LIFE INS PREMIUM	101-0000-209.01-14	OCT 2016	(blank)	\$ 1,567.09
		OCT 2016 LIFE INS PREMIUM	101-0000-209.01-16	OCT 2016	(blank)	\$ 1,639.42
		OCT 2016 LIFE INS PREMIUM	101-0000-209.01-21	OCT 2016	(blank)	\$ 1,298.14
89345	LLOYD PEST CONTROL	JUN 2016 PW DEPT	101-1910-419.20-22	1927801	170097	\$ 53.00
		JUL 2016 SPORTS PARK	101-1910-419.20-22	1973580	170097	\$ 55.00
		AUG 2016 PW	101-1910-419.20-22	2024263	170097	\$ 53.00
89346	NGUOI VIET TODAY	VIETNAMESE PAPER	101-1020-411.21-06	7586	F17072	\$ 30.00
89347	NOLTE ASSOCIATES, INC.	AUG 2016 SEWER MAIN REP	601-5060-536.20-06	52172	160605	\$ 4,312.00
89348	OFFICE DEPOT, INC	PLASTIC CUTLERY	101-1010-411.30-01	858524700001	170000	\$ 4.35
		POCKET FILE FOLDERS/NOTES	101-1210-413.30-01	860966304001	170000	\$ 101.67
		MAYOR DEDINA, BUSINESS CR	101-1010-411.30-01	864188139001	170000	\$ 44.09
		DOC HOLDER/CHAIRMAT	502-1922-419.29-04	864342810001	170000	\$ 102.58
		CARTIER,J BUSINESS CARDS	101-5020-432.30-01	864567684001	170000	\$ 44.09
		WASHINGTON,E BUSINESS CRD	503-1923-419.30-01	848844124001	170144	\$ 44.09
89349	PROTECTION ONE ALARM MONITORING	OCT 2016	601-5060-436.20-23	112045172	170079	\$ 293.50
89350	PSC	2016/2017 MEMBERSHIP RNWL	502-1922-419.28-12	1054	(blank)	\$ 145.00
89351	RANCHO AUTO & TRUCK PARTS	#A2 POWER STEERING PUMP	501-1921-419.28-16	7693-274996	170014	\$ 101.47
		#A2 PULLEYS	501-1921-419.28-16	7693-275172	170014	\$ 70.01
		#602 TAILGATE CABLE	501-1921-419.28-16	7693-275174	170014	\$ 31.08
		#A2 CREDIT -PULLEY	501-1921-419.28-16	7693-275189	170014	\$ (18.57)
89352	RAPHAEL'S PARTY RENTALS INC	CANOPY RENTAL/SETUP	101-1020-411.28-08	125964	170220	\$ 3,319.50
89353	READYREFRESH	JUN 2016	101-1010-411.30-02	06F0031149578	170132	\$ 47.51
		SEP 2016	101-1010-411.30-02	06I0031149578	170132	\$ 47.51
		SEP 2016	101-1010-411.30-02	06I0034479279	170228	\$ 26.23
89354	RICOH USA, INC.	JUL 2016 COPIER LEASE	101-1210-413.20-17	97128291	F17076	\$ 1,382.38
		JUL 2016 COPIER LEASE-FIR	101-3020-422.20-17	97128291	F17076	\$ 276.48
		JUL 2016 COPIER LEASE-LG	101-3030-423.20-17	97128291	F17076	\$ 276.48
		AUG 2016 COPIER LEASE	101-1210-413.20-17	97293676	F17077	\$ 1,582.54
		AUG 2016 COPIER LEASE-FIR	101-3020-422.20-17	97293676	F17077	\$ 316.51
		AUG 2016 COPIER LEASE-LG	101-3030-423.20-17	97293676	F17077	\$ 316.51
89355	SAN DIEGO COUNTY SHERIFF	AUG 2016 LAW ENF SERVICES	101-3010-421.20-06	09-12-2016	(blank)	\$ 552,325.10
		AUG 2016 COPPS PRG	212-3036-421.20-06	09-12-2016	(blank)	\$ 8,333.33
		AUG 2016 TOW FEE CREDIT	101-0000-338.60-03	09-12-2016	(blank)	\$ (1,739.43)
89356	SAN DIEGO FRICTION PRODUCTS, INC.	BRAKE CHAMBER DIAPHRAGMS	501-1921-419.28-16	13063015	170087	\$ 31.67

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
89356	SAN DIEGO FRICTION PRODUCTS, INC.	#117 BRAKE CHAMBER DIAPHR	501-1921-419.28-16	13063171	170087	\$ 6.20
		CR #117 DIAPHRAGMS	501-1921-419.28-16	13063172	170087	\$ (26.31)
89357	SAN DIEGO STATE UNIVERSITY	SYMPHONY BY THE SEA MUSIC	101-1020-411.28-08	10-01-2016	170230	\$ 4,500.00
89358	SDGE	1912 409 2723 08/24-09/25	101-5010-431.27-01	10-12-2016	(blank)	\$ 7.63
		5280 340 6641 08/25-09/26	101-5010-431.27-01	10-13-2016	(blank)	\$ 83.80
		5576 188 0541 08/24-09/25	101-5010-431.27-01	10-13-2016	(blank)	\$ 7.59
		0646 753 1938 08/28-09/27	101-5010-431.27-01	10-14-2016	(blank)	\$ 7.63
		2081 689 7619 08/29-09/28	101-6010-451.27-01	10-15-2016	(blank)	\$ 522.38
		2081 700 4165 08/29-09/28	101-6010-451.27-01	10-15-2016	(blank)	\$ 32.72
		8773 823 6424 08/28-09/27	601-5060-436.27-01	10-14-2016	(blank)	\$ 878.70
89359	SITEONE LANDSCAPE SUPPLY, LLC	ULTRA ROTOR/SPRINKLERS	101-6020-452.30-02	77520663	170024	\$ 1,086.18
89360	SOUTHWESTERN COLLEGE	LG TRNG COURSE TUITION	101-3030-423.28-04	4764	170294	\$ 2,942.00
89361	STATE CHEMICAL MFTG. CO.	BOA MORNING FRESH	601-5060-436.30-02	97971012	170063	\$ 555.50
89362	STAY COOL MECHANICAL SERVICES	FD AIR CONDITIONING UNIT	504-1924-419.21-04	WO-0509	(blank)	\$ 19,100.00
		BRYANT HEATING/COOLING SY	504-1924-419.21-04	WO-0524	(blank)	\$ 5,323.00
89363	THE FILIPINO PRESS, INC	2016 ELECTION - NOTICE OF	101-1020-411.21-06	4887-16	F17073	\$ 75.00
89364	THOMAS LINDLEY	10/06/16-ELM AVE/SEACOAST	101-1110-412.28-08	09-17-2016	F17062	\$ 250.00
		10/08/16 LOT USE-SEACOAST	101-3020-422.30-02	10-08-2016	170136	\$ 250.00
89365	U.S. BANK CORPORATE PAYMENT SYS	BIODEGRADABLE CUPS	101-1010-411.30-01	106746	170207	\$ 21.71
		STOCK K-CUPS	101-1010-411.30-01	109-3590203-407	170207	\$ 25.90
		STOCK K-CUPS	101-1010-411.30-01	615295898	170207	\$ 75.99
		STORAGE BINS	101-1010-411.30-01	4109	170207	\$ 58.29
		MONTHLY WATER DELIVERY	101-1010-411.30-02	06F0034479279	170207	\$ 24.08
		MONTHLY WATER DELIVERY	101-1010-411.30-02	06G0034479279	170207	\$ 28.38
		MONTHLY WATER DELIVERY	101-1010-411.30-02	06H0034479279	170207	\$ 20.24
		KEURIG CARAFE	101-1010-411.30-02	109-0825692-181	170207	\$ 35.49
		UPS SHIPPING FEE	101-1010-411.30-02	2926L0M86N5	170207	\$ 5.65
		UPS SHIPPING FEE	101-1010-411.30-02	2926L34KBJ6	170207	\$ 5.65
		POSTAL ANNEX SHIPPING FEE	101-1010-411.28-09	07-29-2016	170207	\$ 28.80
89366	UNDERGROUND SERVICE ALERT OF	SEP 2016	601-5060-436.21-04	920160327	170080	\$ 57.00
89367	VORTEX INDUSTRIES, INC.	CITY HALL ELECT DOORS LOC	101-1910-419.28-01	11-1035478-1	F17068	\$ 935.35
89368	VPLS SOLUTIONS, LLC	INSTALLATION SERVICES	503-1923-419.20-06	1869	170076	\$ 4,100.00
		CABLING SERVICES	503-1923-419.20-06	1870	170137	\$ 482.42
		E1MG-LX-OM HARDWARE	503-1923-419.30-22	1764	170295	\$ 720.63
89369	WHITE CAP CONSTRUCTION SUPPLY	STEP LADDER/SAFETY EQUIP	101-5010-431.30-02	10005897646	170013	\$ 212.20
2016-10-06 Total						\$ 678,941.35
2016-10-13						
2016-10-13	89370	AMS AMERICA INC	TECH SERVICED UNIT FOR GA	101-1910-419.28-01	937260	F17082 \$ 179.50
			JUL 2016 SERVICE-CITY HAL	101-1910-419.21-04	935426	170096 \$ 160.00
			JUL 2016 SERVICE-SHERIFF	101-1910-419.21-04	935427	170096 \$ 88.00

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount	
2016-10-13	89370	AMS AMERICA INC	JUL 2016 SERIVCE-SAFETY C	101-1910-419.21-04	935428	170096	\$ 88.00
			JUL 2016 SERVICE-FIREHOUS	101-1910-419.21-04	935429	170096	\$ 66.00
			JUL 2016 MAINTENANCE	101-1910-419.21-04	935430	170096	\$ 82.50
	89371	BAY CITY ELECTRIC WORKS	TECH TO SERVICE BACK-UP G	101-1910-419.28-01	W162068	F17089	\$ 429.68
			GENERATOR MAINTENANCE	101-1910-419.21-04	W158252	F17090	\$ 672.00
	89372	BOB HOFFMAN VIDEO PRODUCTION	CONSULTING, TIAGE, REPAIR	101-1020-411.21-04	SQ1227759	F17070	\$ 85.00
	89373	CALIF ELECTRIC SUPPLY	LIGHT ACTUATOR-UPLIGHTS	101-5010-431.21-23	1069-717828	170021	\$ 56.59
	89374	CALIFORNIA AMERICAN WATER	1015-210019027905 SEP 16	101-1910-419.27-02	10-27-2016	(blank)	\$ 629.32
			1015-210019276868 SEP 16	101-1910-419.27-02	10-27-2016	(blank)	\$ 155.84
			1015-210019482014 SEP 16	101-1910-419.27-02	10-27-2016	(blank)	\$ 173.17
			1015-210019600799 SEP 16	101-1910-419.27-02	10-27-2016	(blank)	\$ 744.23
			1015-210019278093 SEP 16	101-6020-452.27-02	10-27-2016	(blank)	\$ 38.28
			1015-210019279782 SEP 16	101-6020-452.27-02	10-27-2016	(blank)	\$ 26.07
			1015-210019357057 SEP 16	101-6020-452.27-02	10-27-2016	(blank)	\$ 62.82
			1015-210019359015 SEP 16	101-6020-452.27-02	10-27-2016	(blank)	\$ 25.78
			1015-210019360534 SEP 16	101-6020-452.27-02	10-27-2016	(blank)	\$ 32.03
			1015-210019481684 SEP 16	101-6020-452.27-02	10-27-2016	(blank)	\$ 26.07
			1015-210018811916 SEP 16	101-1910-419.27-02	10-28-2016	(blank)	\$ 37.15
			1015-210019278895 SEP 16	101-6020-452.27-02	10-28-2016	(blank)	\$ 19.83
			1015-210020153385 OCT 16	101-1910-419.27-02	10-31-2016	(blank)	\$ 29.94
			1015-210019058534 SEP 16	101-1910-419.27-02	11-01-2016	(blank)	\$ 199.57
			1015-210019176067 SEP 16	101-6020-452.27-02	11-01-2016	(blank)	\$ 614.29
			1015-210019179080 SEP 16	101-6020-452.27-02	11-01-2016	(blank)	\$ 313.16
			1015-210018820255 SEP 16	601-5060-436.27-02	11-01-2016	(blank)	\$ 33.96
			1015-210019512885 SEP 16	601-5060-436.27-02	11-01-2016	(blank)	\$ 154.53
	89375	CALIFORNIA DENTAL	NOV 2016 DENTAL PREMIUM	101-0000-209.01-12	NOV 2016	(blank)	\$ 793.22
	89376	CHULA VISTA ALARM, INC	OCT 2016 -2089	101-1910-419.20-23	40155	170094	\$ 30.00
			OCT 2016 -2466	101-1910-419.20-23	40189	170094	\$ 55.00
			OCT 2016 -2698	101-1910-419.20-23	40226	170094	\$ 30.00
			OCT 2016 MVC	101-1910-419.20-23	40237	170094	\$ 30.00
			OCT 2016 -314	101-1910-419.20-23	40271	170094	\$ 40.00
	89377	CLEAN HARBORS	SEP 2016	101-5040-434.21-04	1001553626	170022	\$ 586.50
	89378	COUNTY RECORDER	NOE 1211 FLORIDA ST/	101-0000-221.01-02	MF 1194	(blank)	\$ 50.00
	89379	COX COMMUNICATIONS	10/01-10/31 3110015533201	503-1923-419.21-04	10-22-2016	170154	\$ 42.68
			10/04-11/03 3110091187001	503-1923-419.21-04	10-25-2016	170154	\$ 230.00
	89380	EDWARD SPRIGGS	MILEAGE REIMBURSEMENT	101-1010-411.28-04	10-10-2016	(blank)	\$ 142.24
	89381	FIDELITY SECURITY LIFE INSURANCE C	OCT 2016 INSURANCE PREM	101-0000-209.01-18	3672561	(blank)	\$ 372.26
	89382	MISCELLANEOUS REFUNDS	OL REFUNDS	101-0000-321.72-10	0001845	(blank)	\$ 257.95
	89383	HDL COREN & CONE	JUL-SEP 2016 PROPERTY TAX	101-1210-413.20-06	0022791-IN	F17080	\$ 2,025.00
	89384	HELLAS CONSTRUCTION, INC.	VETERANS PARK TURF REPAIR	101-5000-532.20-06	11642	160661	\$ 2,374.00

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
89385	HIDDEN VALLEY INVESTMENTS INC	2016 CHEVROLET COLORADO	501-1921-419.50-04	1GCHSBEA0G13612	170298	\$ 25,282.75
89386	HINDERLITER, DELLAMAS & ASSOCIAT	AUDIT SVCS SALES TAX	101-1210-413.20-06	0025991-IN	F17079	\$ 1,334.17
		JUL-SEP 2016 SALES TAX	101-1210-413.20-06	0025991-IN	F17079	\$ 300.00
89387	KPA LLC.	SEP 2016 EHS SERVICES	101-1130-412.20-06	599953	170297	\$ 589.00
		OCT 2016 EHS SERVICES	101-1130-412.20-06	607074	170297	\$ 589.00
89388	LLOYD PEST CONTROL	SEP 2016 SPORTS PARK	101-1910-419.20-22	2075185	170097	\$ 55.00
		SEP 2016 DEMPSEY CTR	101-1910-419.20-22	2076955	170097	\$ 60.00
		SEP 2016 CITY HALL	101-1910-419.20-22	2097043	170097	\$ 36.00
		SEP 2016 FIRE DEPT	101-1910-419.20-22	2097044	170097	\$ 36.00
		SEP 2016 SHERIFF DEPT	101-1910-419.20-22	2097186	170097	\$ 36.00
		SEP 2016 MV CENTER	101-1910-419.20-22	2097244	170097	\$ 53.00
		SEP 2016 PW YARD	101-1910-419.20-22	2076720	170097	\$ 53.00
89389	MASON'S SAW & LAWNMOWER	BG86 CA	101-5010-431.30-22	419481	170023	\$ 236.40
89390	OCHOA ELECTRIC	DATE ST DIVERTER TROUBLES	601-5060-436.21-04	683	170077	\$ 609.00
89391	OFFICE DEPOT, INC	ADDRESS LABELS	101-1130-412.30-01	862908917001	170000	\$ 23.68
		PENS	101-1010-411.30-01	866801079001	170000	\$ 7.55
		PLANNER	101-1020-411.30-01	868590149001	170000	\$ 17.04
		POCKET FILE FOLDERS	101-1210-413.30-01	867907452001	170000	\$ 49.56
		STORAGE BOXES	101-1110-412.30-01	859273397001	170000	\$ 63.49
		MESH SHELF	101-1010-411.30-01	866801293001	170000	\$ 16.50
		PRESENTATION BOARDS	101-1010-411.30-01	866842959001	170000	\$ 66.52
		DISPLAY BOARDS	101-1010-411.30-01	866843058001	170000	\$ 16.73
		WATER/TAPE/POST-ITS	101-1020-411.30-01	867059244001	170000	\$ 67.47
		RECEIPT PAPER/BATTERIES	101-1210-413.30-01	867700274001	170000	\$ 54.97
		EAR CLIP HEADPHONES	101-1210-413.30-01	867906403001	170000	\$ 6.93
		NOISE REDUCTION HEADPHONE	101-1210-413.30-01	867907451001	170000	\$ 5.95
		10KEY PAPER	101-1210-413.30-01	867907453001	170000	\$ 4.90
		ELECTRONIC FIREPROOF SAFE	101-1210-413.30-01	868548650001	170000	\$ 363.98
		BUSINESS CARDS-HOLDEN,J	101-3040-424.28-11	851110152001	170000	\$ 44.09
		DOCUMENT STAND	502-1922-419.29-04	860211067001	170000	\$ 52.87
89392	PAL GENERAL ENGINEERING INC.	RETENTION-13TH ST CLASS 2	402-0000-202.00-00	10201-5	160536	\$ 24,416.92
		HOWARD ADLER TRUST	402-0000-202.00-00	10201-5	160536	\$ 2,754.10
89393	PITNEY BOWES(PURCHASE POWER)	POSTAGE REFILL	101-1210-413.28-09	10-03-2016	170304	\$ 2,738.96
89394	PLAYPOWER LT FARMINGTON INC.	PLAYGROUND PARTS-TEEPLER	101-6020-452.28-01	1400204422	F17081	\$ 4,375.10
89395	PROJECT DESIGN CONSULTANT	AUG 2016 PALM AVE MIXED U	101-5000-532.20-06	87778	170147	\$ 324.00
		AUG 2016 PALM AVE MIXED U	401-5020-532.20-06	87778	170147	\$ 1,296.00
89396	PROTECTION ONE ALARM MONITORING	JUN 2016	601-5060-436.20-23	109819877	170079	\$ 281.75
89397	RICOH USA, INC.	SEP 2016 COPIER LEASE/EXC	101-1210-413.20-17	97458862	F17078	\$ 3,952.81
		SEP 2016 COPIER LEASE/EXC	101-3020-422.20-17	97458862	F17078	\$ 436.78
		SEP 2016 COPIER LEASE/EXC	101-3030-423.20-17	97458862	F17078	\$ 411.05

City of Imperial Beach

Warrant Register by Check/EFT Number

Check /EFT #	Vendor	Description	Account #	Invoice #	PO #	Amount
89398	SDGE	2741 969 9359 08/31-09/30	101-5010-431.27-01	10-18-2016	(blank)	\$ 173.31
		2819 871 6315 08/31-09/30	215-6026-452.27-01	10-18-2016	(blank)	\$ 2,094.09
		0824 329 2041 08/29-09/28	101-5010-431.27-01	10-15-2016	(blank)	\$ 203.72
		5153 272 6717 08/29-09/28	101-5010-431.27-01	10-15-2016	(blank)	\$ 9.54
		9476 001 6989 08/29-09/28	101-5010-431.27-01	10-15-2016	(blank)	\$ 481.34
		3206 700 9265 08/29-09/28	101-6010-451.27-01	10-15-2016	(blank)	\$ 12.00
		9956 693 6272 08/29-09/28	101-6010-451.27-01	10-15-2016	(blank)	\$ 194.98
		0175 275 3776 08/29-09/28	101-6020-452.27-01	10-15-2016	(blank)	\$ 254.58
		2081 689 1273 08/29-09/28	101-6020-452.27-01	10-15-2016	(blank)	\$ 484.46
		2083 847 9032 08/29-09/28	101-6020-452.27-01	10-15-2016	(blank)	\$ 88.12
		5456 692 8951 08/29-09/28	101-6020-452.27-01	10-15-2016	(blank)	\$ 30.19
		6921 003 2109 08/29-09/28	101-6020-452.27-01	10-15-2016	(blank)	\$ 273.60
		9327 898 1346 08/29-09/28	101-6020-452.27-01	10-15-2016	(blank)	\$ 431.99
		2081 692 3399 08/30-09/29	101-6010-451.27-01	10-18-2016	(blank)	\$ 11.80
89399	SITEONE LANDSCAPE SUPPLY, LLC	DIAPHRAGM ASSY	101-6040-454.30-02	76901070	170024	\$ 75.46
		LANDSCAPE SUPPLY	101-6020-452.30-02	76996591	170024	\$ 279.43
		LANDSCAPE SUPPLY	101-6020-452.30-02	77167299	170024	\$ 831.56
		2-CYCLE OIL/TRIMMER	101-6040-454.30-02	77120126	170024	\$ 136.07
89400	SLOAN ELECTRIC COMPANY	40 AMP-3 PHASE BRKR	601-5060-436.28-01	0067247	170046	\$ 568.39
89401	SOUTHWEST SIGNAL	SEP 2016 SIGNAL MAINT	101-5010-431.21-04	52337	170030	\$ 160.00
		TRAFFIC CONTROLLER REPAIR	101-5010-431.21-23	52343	170030	\$ 1,280.59
89402	TRISTAR RISK MANAGEMENT	SEP 2016 W/C CLAIMS	502-0000-106.03-00	99467	(blank)	\$ 7,365.67
89403	VALLEY INDUSTRIAL SPECIALTIES, INC	REPAIR/SAVER KITS/HYDRANT	101-6040-454.30-02	A230023	170026	\$ 201.75
		STEM ASSY/HYDRANT	101-6040-454.30-02	A231667	170026	\$ 259.86
		BUSHING/NIPPLE/SCREWS/TAP	101-6040-454.30-02	A232049	170026	\$ 30.68
		SILL FAUCET	101-6040-454.30-02	A232966	170026	\$ 130.01
89404	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	101-6040-454.30-02	76130719	170011	\$ 1,056.91
		JANITORIAL SUPPLIES	101-6040-454.30-02	76247902	170011	\$ 1,973.20
2016-10-13 Total						\$ 102,494.48
Grand Total						\$ 786,268.92

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

	Budget	Previous Registers	2016-10-03	2016-10-06	2016-10-13	
Expense						<i>Remaining Budget</i>
101 GENERAL FUND						
ABC-FACILITIES CHARGES	\$ 101,839					\$ 101,839
ABC-FMP EQUIPMENT CHARGE	\$ 249,120					\$ 249,120
ABC-RISK MGMT SVC CHARGE	\$ 217,760					\$ 217,760
ABC-TECHNOLOGY SVC CHARGE	\$ 358,554					\$ 358,554
ADVERTISING	\$ 7,000	\$ 852				\$ 6,148
ATTORNEY SERVICES	\$ 40,276	\$ 3,108				\$ 37,168
ATTORNEY SERVICES-OTHER	\$ 110,724	\$ 18,454				\$ 92,270
AUTO ALLOWANCE	\$ 48,120	\$ 10,804				\$ 37,316
BANKING/FIN SRVCS CHARGES	\$ 38,000	\$ 9,426				\$ 28,574
CELL PHONE ALLOWANCE	\$ 13,440	\$ 2,704				\$ 10,736
COMMUNITY PROGRAMS	\$ 140,300	\$ 11,483		\$ 31,091		\$ 97,727
CONTRACTS-ELECTIONS	\$ 18,000	\$ (1,660)		\$ 177		\$ 19,483
COPIER LEASES	\$ 33,050	\$ 2,034		\$ 4,151	\$ 4,801	\$ 22,064
COUNCIL/RDA BOARD PAY	\$ 42,000	\$ 10,500				\$ 31,500
EMPLOYEE RECOGNITION AWRD	\$ 8,700	\$ 4,000				\$ 4,700
EQUIPMENT	\$ 531,800					\$ 531,800
FEES & LICENSES	\$ 23,647	\$ 564				\$ 23,084
FICA	\$ 352,653	\$ 98,252				\$ 254,401
FIRE EXTINGUISHER SERVICE	\$ 550					\$ 550
FLSA WAGES	\$ 21,783	\$ 6,068				\$ 15,715
GAS & ELECTRIC (SDG&E)	\$ 256,590	\$ 36,508		\$ 662	\$ 2,650	\$ 216,771
LIFE INSURANCE	\$ 13,735	\$ 5,729				\$ 8,006
MAINTENANCE & REPAIR	\$ 76,200	\$ 4,908		\$ 935	\$ 4,984	\$ 65,373
MEMBERSHIP DUES	\$ 44,410	\$ 26,934				\$ 17,476
MGT MEDICAL REIMBURSEMENT	\$ 3,150					\$ 3,150
MILEAGE REIMBURSEMENT	\$ 500					\$ 500
NUISANCE ABATEMENT CHARGE	\$ 1,000					\$ 1,000
OFFICE SUPPLIES	\$ 23,350	\$ 2,948		\$ 376	\$ 765	\$ 19,261
OPERATING SUPPLIES	\$ 285,520	\$ 46,262		\$ 1,789	\$ 4,975	\$ 232,494
OTHER SERVICES & CHARGES	\$ 32,300	\$ 586				\$ 31,714
OVERTIME	\$ 122,800	\$ 96,850				\$ 25,950
PARS CITY CONTRIBUTION	\$ 24,816	\$ 9,696				\$ 15,120
PERS-CITY PORTION	\$ 838,332	\$ 501,475				\$ 336,857
PEST CONTROL SERVICE	\$ 4,300	\$ 550		\$ 161	\$ 329	\$ 3,260
PLAN CHECK SVCICIES	\$ 8,000					\$ 8,000
POSTAGE & FREIGHT	\$ 11,700	\$ 2,823		\$ 29	\$ 2,739	\$ 6,109
PRINTING SERVICES	\$ 8,176	\$ 889			\$ 44	\$ 7,243
PROFESSIONAL SERVICES	\$ 9,179,790	\$ 648,845		\$ 552,485	\$ 7,535	\$ 7,970,925
RCS PROGRAM	\$ 48,500	\$ 7,975				\$ 40,525
RENT-EQUIPMENT	\$ 3,400	\$ 145				\$ 3,255
RENT-UNIFORMS	\$ 31,612	\$ 22,771				\$ 8,841
SALARIES FULL-TIME	\$ 4,539,758	\$ 1,171,137				\$ 3,368,621
SALARIES PART-TIME	\$ 730,841	\$ 271,335				\$ 459,506
SECTION 125 CAFETERIA	\$ 784,558	\$ 178,454				\$ 606,104
SECURITY & ALARM	\$ 5,460	\$ 555			\$ 185	\$ 4,720
SMALL TOOLS/NON-CAPITAL	\$ 15,750	\$ -			\$ 236	\$ 15,514
SUBSCRIBE & PUBLICATIONS	\$ 5,371	\$ 472				\$ 4,899
TECHNICAL SERVICES	\$ 454,195	\$ 51,738		\$ 2,151	\$ 1,988	\$ 398,318
TEMPORARY STAFFING	\$ 25,000	\$ 20,243		\$ 680		\$ 4,076
TRAFFIC CONTROL	\$ 50,700	\$ 6,227			\$ 1,337	\$ 43,136
TRAINING & EDUCATION-MOU	\$ 10,000	\$ 1,117		\$ 638		\$ 8,245

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

	Budget	Previous Registers	2016-10-03	2016-10-06	2016-10-13	Remaining Budget
TRANSFER OUT	\$ 17,000	\$ 17,000				\$ -
TRAVEL, TRAINING, MEETING	\$ 67,550	\$ 18,559		\$ 3,166	\$ 142	\$ 45,683
UNEMPLOYMENT INSURANCE	\$ 40,220	\$ 9,072				\$ 31,148
UTILITIES-CELL PHONES	\$ 20,100	\$ 4,060				\$ 16,040
UTILITIES-SEWER	\$ 8,600	\$ 14,085				\$ (5,485)
UTILITIES-TELEPHONE	\$ 200					\$ 200
UTILITIES-WATER	\$ 160,518	\$ 39,858			\$ 3,128	\$ 117,533
WORKER'S COMP INSURANCE	\$ 71,209					\$ 71,209
CONTINGENCY ACCOUNT	\$ 96,942					\$ 96,942
201 GAS TAX FUND						
AUTO ALLOWANCE		\$ 4				\$ (4)
CELL PHONE ALLOWANCE		\$ 1				\$ (1)
FICA		\$ 13				\$ (13)
PERS-CITY PORTION		\$ 18				\$ (18)
PROFESSIONAL SERVICES	\$ 809,480	\$ 38,618				\$ 770,862
SALARIES FULL-TIME		\$ 153				\$ (153)
SECTION 125 CAFETERIA		\$ 23				\$ (23)
TRANSFER OUT	\$ 768,000	\$ 384,000				\$ 384,000
202 PROP "A" (TRANSNET) FUND						
AUTO ALLOWANCE		\$ 112				\$ (112)
CELL PHONE ALLOWANCE		\$ 37				\$ (37)
FICA		\$ 495				\$ (495)
PERS-CITY PORTION		\$ 717				\$ (717)
PROFESSIONAL SERVICES	\$ 729,367	\$ 33,276				\$ 696,091
SALARIES FULL-TIME		\$ 6,165				\$ (6,165)
SECTION 125 CAFETERIA		\$ 902				\$ (902)
TRANSFER OUT	\$ 218,700	\$ 104,100				\$ 114,600
210 CDBG-FEDERAL ASSISTANCE						
FICA		\$ 76				\$ (76)
PERS-CITY PORTION		\$ 116				\$ (116)
PROFESSIONAL SERVICES	\$ 192,456	\$ 26				\$ 192,430
SALARIES FULL-TIME		\$ 969				\$ (969)
SECTION 125 CAFETERIA		\$ 8				\$ (8)
212 SLESF (COPS) FUND						
PROFESSIONAL SERVICES	\$ 100,000	\$ 8,333		\$ 8,333		\$ 83,333
215 LLMD-ASSMT DIST #67 FUND						
GAS & ELECTRIC (SDG&E)	\$ 27,000	\$ 4,181			\$ 2,094	\$ 20,725
PROFESSIONAL SERVICES	\$ 2,000					\$ 2,000
216 HOUSING AUTHORITY						
ATTORNEY SERVICES		\$ 150				\$ (150)
FICA	\$ 3,529					\$ 3,529
PERS-CITY PORTION	\$ 8,996					\$ 8,996
PROFESSIONAL SERVICES	\$ 4,100	\$ 32,818				\$ (28,718)
SALARIES PART-TIME	\$ 46,133					\$ 46,133
UNEMPLOYMENT INSURANCE	\$ 434					\$ 434
217 HOUSING AUTHORITY-BOND						
PROFESSIONAL SERVICES		\$ 50,696				\$ (50,696)
301 SA DEBT SERVICE FUND						
BOND INTEREST (2010 TAB)	\$ 1,044,407	\$ (85,559)				\$ 1,129,966
BOND PRINCIPAL (2010 TAB)	\$ 255,000					\$ 255,000
INTEREST BOND (2013 TAB)	\$ 762,957	\$ (65,872)				\$ 828,829
PRINCIPAL BOND (2013 TAB)	\$ 145,000					\$ 145,000
303 REDEV OBLIG RETIRE FUND						

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

	Budget	Previous Registers	2016-10-03	2016-10-06	2016-10-13	Remaining Budget
ATTORNEY SERVICES	\$ 90,000	\$ 31,041				\$ 58,959
FICA		\$ 16				\$ (16)
OTHER SERVICES & CHARGES	\$ 9,000					\$ 9,000
PERS-CITY PORTION		\$ 23				\$ (23)
PROFESSIONAL SERVICES	\$ 200,000	\$ 6,200				\$ 193,800
SALARIES FULL-TIME	\$ 250,000	\$ 201				\$ 249,799
SECTION 125 CAFETERIA		\$ 5				\$ (5)
TRANSFER OUT	\$ 2,207,364					\$ 2,207,364
401 CAPITAL IMPROVEMENT FUND						
PROFESSIONAL SERVICES	\$ 1,966,650	\$ 733,303			\$ 1,296	\$ 1,232,051
402 C.I.P. 2010 BOND						
AUTO ALLOWANCE		\$ 14				\$ (14)
CELL PHONE ALLOWANCE		\$ 5				\$ (5)
FICA		\$ 259				\$ (259)
PERS-CITY PORTION		\$ 383				\$ (383)
PROFESSIONAL SERVICES	\$ 3,276,617	\$ 488,288				\$ 2,788,329
SALARIES FULL-TIME		\$ 3,290				\$ (3,290)
SECTION 125 CAFETERIA		\$ 198				\$ (198)
420 PARKS MAJOR MAINTENAN CIP						
AUTO ALLOWANCE		\$ 41				\$ (41)
CELL PHONE ALLOWANCE		\$ 7				\$ (7)
FICA		\$ 101				\$ (101)
PERS-CITY PORTION		\$ 149				\$ (149)
PROFESSIONAL SERVICES	\$ 421,941	\$ 5,026				\$ 416,915
SALARIES FULL-TIME		\$ 1,279				\$ (1,279)
SECTION 125 CAFETERIA		\$ 156				\$ (156)
501 VEHICLE REPLACEMENT/MAINT						
EQUIPMENT	\$ 50,000	\$ -			\$ 25,283	\$ 24,717
FEES & LICENSES	\$ 3,150	\$ 113				\$ 3,037
FICA	\$ 9,735	\$ 2,199				\$ 7,536
FIRE EXTINGUISHER SERVICE	\$ 400					\$ 400
LIFE INSURANCE	\$ 265	\$ 54				\$ 211
MAINTENANCE & REPAIR	\$ 11,100	\$ 875				\$ 10,225
OPERATING SUPPLIES	\$ 4,100	\$ 1,010				\$ 3,090
OTHER SERVICES & CHARGES	\$ 2,400					\$ 2,400
OVERTIME	\$ 300	\$ 92				\$ 208
PERS-CITY PORTION	\$ 25,246	\$ 15,321				\$ 9,925
SALARIES FULL-TIME	\$ 132,569	\$ 27,955				\$ 104,614
SECTION 125 CAFETERIA	\$ 25,760	\$ 5,602				\$ 20,158
SMALL TOOLS/NON-CAPITAL	\$ 1,500	\$ 147				\$ 1,353
UNEMPLOYMENT INSURANCE	\$ 868					\$ 868
VEHICLE OPERATE-FUEL/OIL	\$ 240,200	\$ 37,681		\$ 5,346		\$ 197,173
VEHICLE OPERATE-PARTS M&O	\$ 25,000	\$ 10,974		\$ 335		\$ 13,691
WORKER'S COMP INSURANCE	\$ 3,266					\$ 3,266
502 RISK MANAGEMENT FUND						
ATTORNEY SERVICES	\$ 75,000	\$ 8,340				\$ 66,660
AUTO ALLOWANCE	\$ 1,980	\$ 404				\$ 1,576
CELL PHONE ALLOWANCE	\$ 600	\$ 69				\$ 531
FICA	\$ 6,056	\$ 1,606				\$ 4,450
INSURANCE PREMIUM/DEPOSIT	\$ 157,236	\$ 144,761				\$ 12,475
INSURANCE PREMIUM/WK COMP	\$ 80,000	\$ 118,750				\$ (38,750)
LIFE INSURANCE	\$ 269	\$ 76				\$ 193
MEMBERSHIP DUES				\$ 145		\$ (145)

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

	Budget	Previous Registers	2016-10-03	2016-10-06	2016-10-13	Remaining Budget
MGT MEDICAL REIMBURSEMENT	\$ 126					\$ 126
OPERATING SUPPLIES	\$ 1,000					\$ 1,000
OTHER SERVICES & CHARGES		\$ 3,864		\$ 103	\$ 53	\$ (4,020)
PAYMENT OF CLAIMS	\$ 50,000		\$ 4,833			\$ 45,167
PERS-CITY PORTION	\$ 9,643	\$ 1,745				\$ 7,898
PROFESSIONAL SERVICES	\$ 2,500	\$ 2,250				\$ 250
PYMT OF WORK COMP CLAIMS	\$ 150,000	\$ 24,589				\$ 125,411
SALARIES FULL-TIME	\$ 82,325	\$ 20,333				\$ 61,992
SECTION 125 CAFETERIA	\$ 9,947	\$ 2,103				\$ 7,844
TECHNICAL SERVICES	\$ 1,000					\$ 1,000
THIRD PARTY ADMIN (W/C)	\$ 28,500					\$ 28,500
UNEMPLOYMENT INSURANCE	\$ 347					\$ 347
WORKER'S COMP INSURANCE	\$ 1,025					\$ 1,025
503 TECHNOLOGY/COMMUNICATIONS						
AUTO ALLOWANCE	\$ 4,800	\$ 1,841				\$ 2,959
CELL PHONE ALLOWANCE	\$ 960	\$ 157				\$ 803
EQUIPMENT	\$ 30,000					\$ 30,000
FEES & LICENSES	\$ 7,164	\$ 4,884		\$ 700		\$ 1,580
FICA	\$ 13,682	\$ 3,657				\$ 10,025
H.T.E. MAINTENANCE	\$ 37,500	\$ 38,395				\$ (895)
LIFE INSURANCE	\$ 571	\$ 132				\$ 439
MAINTENANCE & REPAIR	\$ 1,400	\$ 85		\$ 384		\$ 931
MEMBERSHIP DUES	\$ 640	\$ 267				\$ 373
MGT MEDICAL REIMBURSEMENT	\$ 84					\$ 84
OFFICE SUPPLIES	\$ 500	\$ -		\$ 44		\$ 456
OPERATING SUPPLIES	\$ 7,500	\$ 44				\$ 7,456
PARS CITY CONTRIBUTION	\$ 883	\$ 186				\$ 697
PERS-CITY PORTION	\$ 20,021	\$ 11,652				\$ 8,369
POSTAGE & FREIGHT	\$ 200					\$ 200
PROFESSIONAL SERVICES	\$ 12,850	\$ 1,193		\$ 4,582		\$ 7,075
QUESYST	\$ 8,000	\$ 6,600				\$ 1,400
SALARIES FULL-TIME	\$ 159,912	\$ 43,178				\$ 116,734
SALARIES PART-TIME	\$ 23,559	\$ 4,971				\$ 18,588
SECTION 125 CAFETERIA	\$ 26,001	\$ 3,743				\$ 22,258
SMALL TOOLS/NON-CAPITAL	\$ 24,600	\$ 9,959		\$ 721		\$ 13,920
TECHNICAL SERVICES	\$ 47,020	\$ 12,505		\$ 1,246	\$ 273	\$ 32,997
TRAVEL, TRAINING, MEETING	\$ 4,950					\$ 4,950
UNEMPLOYMENT INSURANCE	\$ 1,389					\$ 1,389
UTILITIES-CELL PHONES	\$ 4,000	\$ 1,213				\$ 2,787
UTILITIES-TELEPHONE	\$ 12,000	\$ 5,202				\$ 6,798
504 FACILITY MAINT/REPLACEMNT						
AUTO ALLOWANCE		\$ 3				\$ (3)
CELL PHONE ALLOWANCE		\$ 1				\$ (1)
FICA		\$ 9				\$ (9)
PERS-CITY PORTION		\$ 13				\$ (13)
PROFESSIONAL SERVICES	\$ 198,123					\$ 198,123
SALARIES FULL-TIME		\$ 114				\$ (114)
SECTION 125 CAFETERIA		\$ 17				\$ (17)
TECHNICAL SERVICES	\$ 60,600	\$ 1,901		\$ 33,151		\$ 25,548
601 SEWER ENTERPRISE FUND						
ABC-ADMIN SVC CHARGE	\$ 146,527					\$ 146,527
ABC-FACILITIES CHARGES	\$ 9,083					\$ 9,083
ABC-FMP EQUIPMENT CHARGE	\$ 93,709					\$ 93,709

City of Imperial Beach
Warrant Register as Budgeted (FY2017)

	Budget	Previous Registers	2016-10-03	2016-10-06	2016-10-13	Remaining Budget
ABC-RISK MGMT SVC CHARGE	\$ 10,419					\$ 10,419
ABC-TECHNOLOGY SVC CHARGE	\$ 25,590					\$ 25,590
AUTO ALLOWANCE		\$ 170				\$ (170)
CELL PHONE ALLOWANCE		\$ 44				\$ (44)
EQUIPMENT	\$ 36,000	\$ -				\$ 36,000
FEES & LICENSES	\$ 2,950	\$ 83				\$ 2,867
FICA	\$ 21,399	\$ 6,267				\$ 15,132
GAS & ELECTRIC (SDG&E)	\$ 70,000	\$ 10,586		\$ 879		\$ 58,535
LIFE INSURANCE	\$ 664	\$ 134				\$ 530
MAINTENANCE & REPAIR	\$ 38,800	\$ 4,651			\$ 568	\$ 33,581
MEMBERSHIP DUES	\$ 900	\$ 164				\$ 736
OPERATING SUPPLIES	\$ 13,960	\$ 3,223		\$ 556		\$ 10,181
OTHER SERVICES & CHARGES	\$ 8,400					\$ 8,400
OVERTIME	\$ 12,200	\$ 3,688				\$ 8,512
PERS-CITY PORTION	\$ 51,092	\$ 33,640				\$ 17,452
PROFESSIONAL SERVICES	\$ 2,458,209	\$ 59,477		\$ 4,312		\$ 2,394,420
PUBLIC WORKS ADMIN	\$ 348,882					\$ 348,882
RENT-EQUIPMENT	\$ 1,000					\$ 1,000
SALARIES FULL-TIME	\$ 269,811	\$ 71,852				\$ 197,959
SECTION 125 CAFETERIA	\$ 57,094	\$ 11,863				\$ 45,231
SECURITY & ALARM	\$ 4,000	\$ 1,065		\$ 294	\$ 282	\$ 2,360
SMALL TOOLS/NON-CAPITAL	\$ 1,400					\$ 1,400
STAND-BY PAY	\$ 21,000	\$ 5,062				\$ 15,938
TECHNICAL SERVICES	\$ 2,739,350	\$ 615,559		\$ 810	\$ 609	\$ 2,122,373
TEMPORARY STAFFING	\$ 30,000	\$ 10,208		\$ 1,043		\$ 18,749
TRAVEL, TRAINING, MEETING	\$ 5,700	\$ 660				\$ 5,040
UNEMPLOYMENT INSURANCE	\$ 2,170					\$ 2,170
UTILITIES-TELEPHONE	\$ 2,500					\$ 2,500
UTILITIES-WATER	\$ 7,200	\$ 770			\$ 188	\$ 6,242
WORKER'S COMP INSURANCE	\$ 6,532					\$ 6,532
Revenue	\$ (31,098,333)	\$ (10,859,741)		\$ (1,735)	\$ 258	
Asset		\$ (328,711,304)			\$ 7,568	
Liability		\$ (51,872,597)		\$ (8,200)	\$ (8,747)	
Fund Balance		\$ (74,559,431)				
Grand Total	\$ 10,928,550	\$ 3,344,855	\$ 4,833	\$ 678,941	\$ 102,494	

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER ^{AT}

MEETING DATE: NOVEMBER 2, 2016

ORIGINATING DEPT.: PUBLIC SAFETY/FIRE-RESCUE ^{IF}

SUBJECT: ADOPTION OF RESOLUTION NUMBER 2016-7747 ACCEPTING THE 2016 STATE HOMELAND SECURITY GRANT (SHSG) ALLOCATION OF \$20,347 IN THE FORM OF REIMBURSEMENT FOR THE PURCHASE OF FIVE HANDHELD RADIOS FOR FIREFIGHTER USE IN EMERGENCY RESPONSES.

EXECUTIVE SUMMARY:

Adopt Resolution 2016-7747 accepting the 2016 State Homeland Security Grant allocation of \$20,347 in the form or reimbursement for the purchase of five handheld radios for firefighter use in emergency responses.

FISCAL ANALYSIS: *The Fiscal Impact to the Fiscal Year 2016/2017 Budget will be to increase expense to account 101-3020-422-3002 Operating Supplies by \$20,347; and increase revenue to account 101-0000-337-5001, Grants by \$20,347.*

RECOMMENDATION:

That the City Council adopt Resolution No. 2016-7747 accepting the SHSG allocation of \$20,347 in the form of reimbursement for the purchase of five handheld radios.

OPTIONS:

- Adopt Resolution No. 2016-7747
- Provide direction to the City Manager to take another specific action
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

The Public Safety Department requested five handheld radios via the Fiscal Year 2016 State Homeland Security Grant (SHSG). These radios complete the replacements necessitated by the NextGen Communications System being implemented in Fiscal Year 2017. They are P25 compliant 800MHz radio, fully compliant with the new standard, and the latest optimal design for use by firefighters.

Imperial Beach Firefighters are regularly required to communicate via radio while responding in full gear and under harsh conditions. These heavy-duty radios have specially designed knobs and buttons that optimize usage when wearing thick gloves, and are able to withstand high

temperatures and exposure to water for long periods of time. With the purchase all seats in all of the Imperial Beach Fire-Rescue emergency fleet will have a radio available during responses.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7747

RESOLUTION NO. 2016-7747

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ACCEPTING THE 2016 STATE HOMELAND SECURITY GRANT (SHSG) ALLOCATION OF \$20,347 IN THE FORM OF REIMBURSEMENT FOR THE PURCHASE OF FIVE HANDHELD RADIOS FOR FIREFIGHTER USE IN EMERGENCY RESPONSES.

WHEREAS, the 2016 State Homeland Security Grant has been awarded to the County of San Diego; and

WHEREAS, the County of San Diego has allocated \$20,347 to the City of Imperial Beach in accordance with the allocation formula approved by the Unified Disaster Council; and

WHEREAS the City of Imperial Beach Public Safety Department had identified the need for an additional five (5) handheld radios for use by Firefighters during emergency responses; and

WHEREAS, these items are integral to the safety of our firefighters during emergency responses;

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

1. The Administrative Services Director is authorized to increase expenditures in account 101-3020-422-3002 by \$20,347, and increase revenues in account 101-3020-0000-337-5001 by \$20,347.
2. The Public Safety Department is authorized to purchase five handheld radios.
3. The Administrative Services Director is authorized to accept an amount up to \$20,347 from the County of San Diego for reimbursement of said purchases.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 2nd day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

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**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: NOVEMBER 2, 2016 *CH*

ORIGINATING DEPT.: PUBLIC WORKS

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 2016-1158, AMENDING CHAPTER 8.30 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROL; REPEALING CHAPTER 8.31 PERTAINING TO STORM WATER/URBAN RUNOFF POLLUTION REDUCTION CHARGE; REPEALING CHAPTER 8.32 PERTAINING TO THE STANDARD URBAN STORMWATER MITIGATION PLAN; AMENDING CHAPTER 15.54, PERTAINING TO GRADING PERMITS AND PLANS; AND AMENDING SECTIONS 16.12.090(A)(4), 18.84.050, AND 19.25.060(G)(1)(a)

EXECUTIVE SUMMARY:

The San Diego Regional Water Quality Control Board (RWQCB) adopted the Municipal Storm Water Permit (Order R9-2013-0001) on May 8, 2013. The Storm Water Permit requires the City to establish, maintain, and enforce adequate legal authority to control pollutant discharges into and from the storm drain system. The proposed updates to the municipal code are necessary to implement an effective storm water management program and to meet state mandated requirements.

FISCAL ANALYSIS:

The costs for increased services under Storm Water Permit Order R9-2013-0001 are already budgeted by the City in its current budget.

RECOMMENDATION:

That the City Council waives further reading and adopts Ordinance No. 2016-1158.

OPTIONS:

- Adopt ordinance by title only and waive further reading of ordinance in full.
- Do not adopt the ordinance and ask staff to return with additional information.

BACKGROUND/ANALYSIS:

The San Diego RWQCB is the State regulatory agency responsible for protecting water quality from the discharge of storm water urban runoff, which is accomplished through the issuance of storm water Permits to local agencies. The regulation of storm water in the City started July 16, 1990 with the issuance of the first storm water Permit. This current Storm Water Permit represents the fifth permit to be issued by the San Diego RWQCB to the San Diego regional storm water Copermittees.

Each new Storm Water Permit issued by the the San Diego RWQCB requires the City to update its policies, plans, procedures, and municipal codes to implement an effective Storm Water Management Program. The City has already updated the following policies, plans and procedures for Storm Water Permit Order R9-2013-0001:

- Imperial Beach Jurisdictional Runoff Management Plan (authorized through Resolution 2015-7588)
- San Diego Bay Water Quality Improvement Plan (authorized through Resolution 2015-7589)
- Tijuana River Water Quality Improvement Plan (authorized through Resolution 2015-7590)
- Imperial Beach BMP Design Manual (authorized through Resolution 2015-7636)

The Permit also requires the City to establish, maintain, and enforce adequate legal authority to control discharges into and from the storm water conveyance system through statute ordinance, permit, contract, order, or similar means. City Staff and the City Attorney have reviewed the latest changes in the Storm Water Permit and consulted with the San Diego regional storm water Copermittees and present the attached Ordinance updates to meet the new storm water Permit requirements. The City's Storm Water Management ordinances were last updated February 6, 2008 as required by the previous Storm Water Permit (Order R9-2007-0001).

Attached to this report is the proposed ordinance. First, the ordinance amends Chapter 8.30 of Title 8 of the Imperial Beach Municipal Code. This ordinance amendment adopts changes to the chapter that establishes the City's urban runoff management and discharge control regulations. This redrafted chapter cleans up old provision language and updates new provisions to meet Permit requirements within the timelines required for implementation.

Second, the ordinance updates Chapter 15.54 of Title 15 of the Municipal Code. This chapter on construction grading permits and plans establishes the manner and method of grading properties and excavation within the City. This redrafted chapter cleans up old provision language and updates new provisions to meet Permit requirements for minimum BMPs.

Third, the proposed ordinance would repeal Chapter 8.31 of Title 8, the Storm Water/Urban Runoff Pollution Reduction Charge. Upon review of Permit Order R9-2013-0001 and the City's ordinances and fee schedules, the charge is not required or utilized by the City. Therefore, this Chapter is proposed to be repealed along with any citing references to the Chapter throughout the Municipal Code.

Fourth, the proposed ordinance would repeal Chapter 8.32 of Title 8, the Standard Urban Stormwater Mitigation Plan (SUSMP), which was previously adopted under Permit Order R9-2007-0001 to specify storm water BMP design standards for new and redevelopment projects. Under the new Permit the SUSMP requirements are being updated and replaced with a BMP

Design Manual that was already approved through Resolution 2015-7636.

Any other citing references to these Chapters in Sections 16.12.090(A)(4), 18.84.050, and 19.25.060(G)(1)(a) would be deleted and would now reference Chapter 8.30.

City Council conducted the first reading of the ordinance on October 19, 2016 and set the matter for a second reading adoption at its next regular City Council meeting of November 2, 2016.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Ordinance No. 2016-1158
2. Chapter 8.30 - Attachment A to Ordinance No. 2016-1158
3. Chapter 15.54 - Attachment B to Ordinance No. 2016-1158

ORDINANCE NO. 2016-1158

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING CHAPTER 8.30 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROL; REPEALING CHAPTER 8.31 PERTAINING TO STORM WATER/URBAN RUNOFF POLLUTION REDUCTION CHARGE; REPEALING CHAPTER 8.32 PERTAINING TO THE STANDARD URBAN STORMWATER MITIGATION PLAN; AMENDING CHAPTER 15.54, PERTAINING TO GRADING PERMITS AND PLANS; AND AMENDING SECTIONS 16.12.090(A)(4), 18.84.050, AND 19.25.060(G)(1)(a)

WHEREAS, the City of Imperial Beach ("City") is required to implement a storm water management program to meet the mandated requirements in the Municipal Storm Water Permit issued by the San Diego Regional Water Quality Control Board ("RWQCB"); and

WHEREAS, the latest storm water Permit (Order R9-2013-0001) issued by the San Diego RWQCB on May 8, 2013 requires the City to update its policies, plans, and procedures to implement an effective storm water management program; and

WHEREAS, the proposed updates to the Imperial Beach Municipal Code are necessary to implement an effective storm water management program, to meet state mandated requirements, and to comply with the Permit; and

WHEREAS, the proposed updates to the Imperial Beach Municipal Code are necessary to establish, maintain, and enforce adequate legal authority to control discharges into and from the storm water conveyance system through statute ordinance, permit, contract, order, or similar means; and

WHEREAS, the City Council accepts the proposed modifications to its Stormwater Ordinances.

NOW, THEREFORE, that the City Council of the City of Imperial Beach does ordain as follows:

Section 1: Chapter 8.30 of the Imperial Beach Municipal Code, entitled "Urban Runoff Management and Discharge Control," is hereby amended to read as follows in Attachment A.

Section 2: Chapter 8.31 of the Imperial Beach Municipal Code, entitled "Storm Water/Urban Runoff Pollution Reduction Charge," is hereby repealed.

Section 3: Chapter 8.32 of the Imperial Beach Municipal Code, entitled "Standard Urban Stormwater Mitigation Plan," is hereby repealed.

Section 4: Chapter 15.54 of the Imperial Beach Municipal Code, entitled "Grading Permits and Plans," is hereby amended to read as follows in Attachment B.

Section 5: Section 16.12.090(A)(4) of the Imperial Beach Municipal Code is hereby amended as follows:

4. Demonstrate compliance with best management practices required by Chapters 8.30 of the Imperial Beach Municipal Code (Watershed Protection, Stormwater Management and Discharge Control regulations).

Section 6: Section 18.84.050 of the Imperial Beach Municipal Code is hereby amended as follows:

18.84.050. Application of urban runoff requirements.

As a condition of approval for any map issued under this chapter, the project shall comply with all applicable requirements established in Chapter 8.30 of this code, inclusive, related to urban pollution runoff controls. All project designs will incorporate necessary and applicable best management practices as required by the Imperial Beach Jurisdictional Runoff Management Plan and the Imperial Beach BMP Design Manual. For projects that qualify as "Priority Development Projects", as defined in Section 8.30.030 of the Imperial Beach Municipal Code as amended, the map shall include conditions which require adequate "best management practices" be incorporated into the design of the project and receive approval by the City Engineer as required by Section 8.30.090.E. Adequate provisions for long-term maintenance shall also be required, as applicable, pursuant to Section 8.30.100 of the Imperial Beach Municipal Code as amended.

Section 7: Section 19.25.060(G)(1)(a) of the Imperial Beach Municipal Code is hereby amended as follows:

a. Stormwater. Stormwater runoff shall be minimized (in addition to satisfying the stormwater requirements of IBMC Chapter 8.30) by infiltrating runoff on-site provided that geotechnical studies support infiltration/percolation capabilities.

Section 8: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 9: The City Clerk is directed to prepare and have published a summary of this Ordinance no less than five days prior to the consideration of its adoption and again within fifteen (15) days following adoption indicating votes cast.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 19th day of October 2016;

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 2nd day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

APPROVED AS TO FORM:

JENNIFER M. LYON, CITY ATTORNEY

Attachment A to Ordinance No. 2016-1158

Chapter 8.30. URBAN RUNOFF MANAGEMENT AND DISCHARGE CONTROL

8.30.010. Title.

This chapter shall be known as the “City of Imperial Beach Storm Water Management, and Discharge Control Ordinance.”

8.30.020. Purposes and intent.

The purposes of the ordinance codified in this chapter are to restore and maintain the water quality of receiving waters and further protect the health, safety and general welfare of city of Imperial Beach residents; to effectively prohibit non-storm water discharges to the MS4; to cause the use of storm water best management practices by the city, its residents, and businesses that will reduce polluted storm water runoff discharging from the MS4 to receiving waters to the maximum extent practicable; and to ensure the city is compliant with applicable state and federal law. This chapter seeks to promote these purposes by:

- A. Preventing prohibited non-storm water discharges to the storm water conveyance system, receiving waters, and the environment;
- B. Establishing minimum best management practices for storm water management for existing developed areas;
- C. Establishing requirements for the design of storm water best management practices for development projects;
- D. Establishing requirements for the management of storm water flows from construction projects;
- E. Controlling the contribution of storm water pollutants through the development and implementation of watershed based plans and through interagency agreements; and
- F. Controlling the contribution of storm water pollutants from discharges not covered under NPDES Permit No. CAS0109266 or as amended such as Caltrans, U.S. federal government, and Mexico through interagency agreements and other collaborative efforts;
- G. Establishing standards to meet the requirements of state and federal law and the NPDES Permit No. CAS0109266 or as amended;
- H. Assessing the effectiveness of BMPs and updating the City’s storm water management program through an adaptive planning and management process to reduce the discharge of pollutants in storm water from the storm water conveyance systems to the maximum extent practicable (MEP);
- I. Requiring enforcement of the Storm Water Management and Discharge Control ordinance Chapter 8.30 to hold dischargers to the storm water conveyance system accountable for their contribution of pollutants and flows.

8.30.030. Definitions.

The following definitions shall be applicable when the following words or phrases are used hereafter in this chapter whether or not these words or phrases are capitalized:

“Authorized enforcement staff” means any city employee assigned to duties involving permits and other city approvals, inspections, and enforcement related to this chapter.

“Authorized enforcement official” means the city manager or her/his designee.

“Best management practices” means schedules of activities, pollution treatment practices or devices, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or the storm water conveyance system. Best management practices also include but are not limited to treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage. Best management practices may include any type of pollution prevention and pollution control measure, approved by the city and consistent with San Diego Regional Water Quality Control Board Storm Water Permit, that can help to achieve compliance with this chapter.

“BMPs” means best management practices.

“Channel” means a natural or improved watercourse designed to convey storm water runoff.

“City” means the city of Imperial Beach.

“Commercial facility” means all non-residential facilities engaged in business or commerce, whether for profit or not-for-profit, or publicly or privately owned, except for regulated industrial facilities and municipal facilities; plus residences used for commercial repair, maintenance, cleaning, manufacturing, food preparation or painting activity if that activity has the potential to result in the discharge of non-storm water or the discharge of pollutants to storm water.

“Construction Activity” means any activity that moves soils, substantially alters the pre-existing vegetated or man-made cover of any land, or any building activity that may potentially release storm water pollutants. This includes, but is not limited to, grading, digging, cutting, scraping, stockpiling or excavating of soil; placement of fill materials; paving, pavement removal, exterior construction; substantial removal of vegetation where soils are disturbed including but not limited to removal by clearing or grubbing; or any activity which bares soil or rock or involves streambed alterations or the diversion or piping of any watercourse. Land disturbance activity does not include routine maintenance to maintain original line and grade, hydraulic capacity, or the original purpose of the facility, nor does it include emergency construction activities (i.e., land disturbances) required to protect public health and safety.

“Developer” means a person who seeks or receives permits for or who undertakes land development activities.

“Development project proponent” means developer.

“Discharge” when used as a verb, means to allow pollutants to directly or indirectly enter storm water, or to allow storm water or non-storm water to directly or indirectly enter the storm water conveyance system or receiving waters, from an activity or operations that one owns or operates. When used as a noun, “discharge” means the pollutants, storm water and/or non-storm water that are discharged.

“Discharger” means any person or entity engaged in activities or operations or owning facilities, which will or may result in pollutants entering storm water, the storm water conveyance system, or receiving waters; and the owners of real property on which such activities, operations or facilities are located; provided, however, that a local government or public authority is not a discharger as to activities conducted by others in public rights-of-way.

“Discretionary projects” means development and redevelopment projects that are subject to personal judgment or the freedom to choose among possible courses of action.

“Easement” means a legal right granted by a landowner to a grantee allowing the use of private or public land for stormwater management purposes.

“Illegal connection” means a pipe, facility, or other device connected to the storm water conveyance system or receiving waters, which has not been reviewed and authorized by the city; or a permitted/authorized pipe, facility, or other device, which conveys illegal discharges.

“Illegal discharge” means any discharge to the storm water conveyance system or receiving waters that is prohibited by this chapter. This includes but is not limited to discharges of non-storm water that are not exempt discharges listed in Section 8.30.060, any discharge from an illegal connection, and any discharge that contains additional pollutants due to the absence of a required BMP or the failure of a BMP. Discharges that require a city permit or a NPDES permit that has not been issued or has not been acknowledged by the discharger to be applicable are illegal discharges. Discharges regulated under an applicable NPDES permit are illegal discharges for purposes of this chapter unless compliance with all applicable permit conditions is maintained.

“Imperial Beach BMP Design Manual” means the storm water requirements for all development or redevelopment projects in the City adopted by resolution that provides procedures for planning, selecting, and designing permanent storm water BMPs based on performance standards presented in the 2013 NPDES Permit No. CAS0109266 or as amended. All references in Chapter 8.30 to the “Imperial Beach BMP Design Manual” updates and replaces the Standard Urban Stormwater Mitigation Plan (SUSMP) formally contained in Chapter 8.32.

“Impervious surface” means constructed or modified surfaces that cannot effectively infiltrate rainfall. The term includes but is not limited to building rooftops, pavement, sidewalks, and driveways.

“Industrial Facility” means any facility subject to the state general industrial storm water permit; any other facility primarily engaged in manufacturing, processing, storage or handling of raw materials, processed bulk materials, or refuse; and any other facility with a total outdoor

uncovered area of more than two acres that is used for an industrial activity. Municipal facilities are not regulated industrial facilities, unless they are subject to the state general industrial storm water permit.

“Land owner” means the holder of legal title to the land, and other persons or entities that exercise control over a land development project pursuant to rights granted in a purchase agreement, joint venture agreement, development agreement, or long term lease.

“Maintenance [of a BMP]” means periodic action taken to maintain the as-designed performance of a BMP, and includes but is not limited to repairs to the BMP as necessary, and replacement of the BMP by an equally effective or more effective BMP at the end of its useful life.

“Maximum extent practicable (MEP)” means the technology-based standard established by Congress in the Clean Water Act 402(p)(3)(B)(iii) for storm water that operators of MS4 must meet. Technology-based standards establish the level of pollutant reductions that dischargers must achieve, typically by treatment or by combination of source control and treatment control BMPs. MEP generally emphasizes pollution prevention and source control BMPs primarily (as the first line of defense) in combination with treatment methods serving as a backup (additional lines of defense). MEP considers economics and is generally, but not necessarily, less stringent than best available technology.

“Ministerial project” means new development and redevelopment projects undertaken in a manner prescribed by law or order, without the exercise of personal judgment.

“MS4” means the municipal separate storm sewer system holds the same definition as the storm water conveyance system.

“Non-storm water discharge” means any discharge to the storm water conveyance system that is not entirely composed of storm water from a rain event.

“NPDES permit” means a National Pollutant Discharge Elimination System permit issued by the U.S. Environmental Protection Agency, the SWRCB, or the RWQCB.

“Pollutant” means any agent introduced to storm water or non-storm water that may cause or contribute to the degradation of water quality such that public health, the environment, or beneficial uses of waters may be affected. The term may include but is not limited to dredged soil, rock, sand, or silt (excluding sediment, silt, or substances in quantities which would enter stormwater from a natural undeveloped watershed); solid waste, sewage, garbage, or medical waste; wrecked or discarded equipment; radioactive materials; industrial waste; fecal coliform, fecal streptococcus, and enterococcus bacteria and other pathogens that pose a threat to human health; volatile organic carbon, surfactants, oil and grease, petroleum hydrocarbons, total organic carbon, lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, and biocides; and any contaminant which can significantly degrade the quality of receiving waters by altering pH, total suspended or settleable solids, biochemical oxygen demand, chemical oxygen demand, nutrients, or temperature.

“Post-construction BMP” means a structural BMP (other than a temporary construction-related BMP) put in place in connection with a land development or redevelopment project to prevent or reduce contamination in storm water or receiving waters, or to prevent or reduce erosion downstream from the project.

“Priority Development Project” means all categories listed as follows [or as defined in Order No. R9-2013-0001, NPDES No. CAS0109266 issued by the San Diego Regional Water Quality Control Board] or as amended:

1. New development projects that create 10,000 square feet or more of impervious surfaces (collectively over the entire project site). This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land.
2. Redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface (collectively over the entire project site on an existing site of 10,000 square feet or more of impervious surfaces). This includes commercial, industrial, residential, mixed-use, and public development projects on public or private land.
3. New and redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface (collectively over the entire project site), and support one or more of the following uses:
 - a. Restaurants. This category is defined as a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC code 5812).
 - b. Hillside development projects. This category includes development on any natural slope that is twenty-five percent or greater.
 - c. Parking lots. This category is defined as a land area or facility for the temporary parking or storage of motor vehicles used personally, for business, or for commerce.
 - d. Streets, roads, highways, freeways, and driveways. This category is defined as any paved impervious surface used for the transportation of automobiles, trucks, motorcycles, and other vehicles.
4. New or redevelopment projects that create and/or replace 2,500 square feet or more of impervious surface (collectively over the entire project site), and discharging directly to an Environmentally Sensitive Area (ESA). “Discharging directly to” includes flow that is conveyed overland a distance of 200 feet or less from the project to the ESA, or conveyed in a pipe or open channel any distance as an isolated flow from the project to the ESA (i.e. not commingled with flows from adjacent lands).
5. New development projects, or redevelopment projects that create and/or replace 5,000 square feet or more of impervious surface, that support one or more of the following uses:
 - a. Automotive repair shops. This category is defined as a facility that is categorized in any one of the following Standard Industrial Classification (SIC) codes: 5013, 5014, 5541, 7532-7534, or 7536-7539.

- b. Retail gasoline outlets (RGOs). This category includes RGOs that meet the following criteria: (a) 5,000 square feet or more or (b) a projected Average Daily Traffic (ADT) of 100 or more vehicles per day.
6. New or redevelopment projects that result in the disturbance of one or more acres of land and are expected to generate pollutants post construction.

“Receiving waters” means all waters that are “Waters of the United States”.

“Redevelopment” means any construction, alteration or improvement at an already developed site that will increase the total impervious surface area of that site, or that involves activities that could expose contaminants to rainfall. Redevelopment can include but is not limited to the expansion of building footprints, the addition or replacement of a structure, exterior construction and remodeling, replacement of existing impervious surfaces that is not part of a routine maintenance activity, and other activities that create additional impervious surfaces.

“RWQCB” means the California Regional Water Quality Control Board for the San Diego Region.

“Stop work order” means an order issued which requires that specifically identified activity or all activity on a site be halted.

“Storm water” means surface runoff and drainage associated with storm events.

“Storm water conveyance system” means private and public drainage facilities other than sanitary sewers within the city by which urban runoff may be conveyed to receiving waters, and includes but is not limited to roads, streets, alleys, constructed channels, aqueducts, storm drains, pipes, street gutters, inlets to storm drains or pipes, or catch basins.

“Storm water management” means the use of structural or non-structural BMPs that are designed to reduce urban run-off pollutant loads, discharge volumes, and/or peak discharge flow rates or velocities. When applied to the city or another municipality, storm water management also includes planning and programmatic measures.

“Storm Water Management Plan” means a plan, submitted on a city form or in a city-specific format in connection with an application for a city permit or other city approval, identifying the measures that will be used for storm water and non-storm water management during the permitted activity.

“Storm Water Permit” means Order No. R9-2013-0001, NPDES No. CAS0109266 issued by the San Diego Regional Water Quality Control Board or as amended.

“Structural BMP” means a BMP that relies on either a physical condition (other than an entirely natural and undisturbed condition), or on a constructed or installed device to reduce or prevent pollutants in urban runoff discharges and authorized non-stormwater discharges. Constructed or enhanced BMPs that depend on natural materials and processes (e.g., constructed drainage swales or buffers, or constructed wetlands), and that require periodic maintenance to function as designed, are structural BMPs.

“SWRCB” means the State Water Resources Control Board.

“Urban runoff” means all flows in a stormwater conveyance system in the city other than point source discharges in violation of a site-specific NPDES permit. Urban runoff includes but is not limited to stormwater, exempt non-stormwater discharges, and illicit discharges.

“Waters of the United States” means water subject to the regulatory jurisdiction of the United States under the federal Clean Water Act and applicable case law. In general, this includes “navigable” waters, waters tributary to “navigable” waters, and adjacent wetlands.

8.30.040. General provisions.

A. Responsibility for Administration. Its authorized enforcement officials shall administer this chapter for the city of Imperial Beach.

B. Effective Date. This chapter shall take effect on November 2, 2016.

C. Application. Interpretation of the meanings of parts of this chapter shall assure consistency with the purpose and intent of this chapter. This includes but is not limited to consistency with the requirements of NPDES Permit No. CAS0109266 or as amended. This chapter is not intended to interfere with, abrogate or annul any other chapter, rule or regulation, statute, or other provision of law. The requirements of this chapter should be considered minimum requirements, and where any provision of this chapter imposes restrictions different from those imposed by any other chapter, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall take precedence. Storm water and non-storm water discharges regulated under a valid facility-specific NPDES permit or facility-specific RWQCB Waste Discharge Requirements Permit are not subject to this chapter, but shall instead be regulated exclusively by the RWQCB.

D. Severability and Validity. If any section of this chapter is declared invalid by a court of law, the remaining sections shall remain valid.

E. City Permits and Approvals. An application for any of the following discretionary or ministerial permits or approvals shall be accompanied by plans demonstrating how the storm water pollution control requirements of this chapter will be met, and the permit or approval shall not be approved unless the decision maker determines that the application complies with the requirements of this chapter:

1. Demolition permit;
2. Grading plan (including modification or renewal);
3. Improvement plan (including modification);
4. Conditional use permit (including modification or minor deviation);
5. Design review approval (including modification, minor deviation, or extension);
6. Site plan (including amendment);
7. Tentative map (including resolution amendment or time extension);
8. Tentative parcel map;

9. Coastal development permit;
10. Encroachment permit.

F. Imperial Beach BMP Design Manual. The City may establish and adopt by resolution minimum standards for post-construction storm water BMPs for development and redevelopment projects to establish procedures for planning, selecting, and designing permanent storm water BMPs based on performance standards presented in NPDES Permit No. CAS0109266 or as amended by the RWQCB. These standards shall be known as the Imperial Beach BMP Design Manual.

G. Guidance Documents. Any authorized enforcement official may prepare, disseminate and maintain guidance documents adopted through resolution to address pollution prevention practices and BMPs for specific activities or facilities, illicit connections, and illegal discharges. Guidance documents include, but may not be limited to, the adopted city of Imperial Beach Jurisdictional Runoff Management Plan (JRMP), Tijuana River Water Quality Improvement Plan, San Diego Bay Water Quality Improvement Plan, NPDES Permit No. CAS0109266 or as amended by the RWQCB, and the Imperial Beach BMP Design Manual. These guidance documents identify practices that have been determined by the authorized enforcement official to be additional BMPs that must be implemented to prevent or control pollution to the maximum extent practicable (MEP).

8.30.050. Discharge prohibitions.

A. Illegal Discharges. The discharge of pollutants, including non-storm water dry weather discharges, directly or indirectly into the storm water conveyance system or receiving waters is prohibited, except as exempted in Section 8.30.060 of this chapter and unless the applicable requirements of this chapter have been met. It is unlawful for any person to cause or contribute any discharge into the storm water conveyance system that results in a violation of the Storm Water Permit.

B. Illegal Connection. The establishment of illegal connections to the storm water conveyance system is prohibited. The use of illegal connections is prohibited, even if the connection was established pursuant to a valid city permit and was legal at the time it was constructed.

C. Prevention of Illegal Discharges. Throwing, depositing, leaving, abandoning, maintaining or keeping materials or wastes on public or private lands in a manner and place where they may discharge pollutants or result in an illegal discharge to the storm water conveyance system is prohibited unless written authorization is provided by the city.

8.30.060. Exemptions to discharge prohibitions.

A. Permitted Discharges. Any discharge to the storm water conveyance system that is authorized by a separate NPDES permit issued to the discharger by the State pursuant to Division 7 of the California Water Code are exempt from discharge prohibitions established by this chapter, provided compliance with all relevant permit conditions are maintained to the satisfaction of the RWQCB.

B. Permitted Groundwater Discharges. Non-storm water discharges to the MS4 from the following categories are allowed if: (i) the discharger obtains coverage under NPDES Permit No. CAG919001 (RWQCB Order No. R9-2007-0034, or subsequent order) for discharges to San Diego Bay, and the discharger is in compliance with all requirements of the applicable NPDES permit and all other applicable laws and regulations; or (ii) the RWQCB determines in writing that coverage under NPDES Permit No. CAG919001 (or subsequent permit) is not required. Otherwise, non-storm water discharges from the following categories are illegal discharges:

1. Discharges from uncontaminated pumped groundwater;
2. Discharges from foundation drains when the system is designed to be located at or below the groundwater table to actively or passively extract groundwater during any part of the year;
3. Discharges from water from crawl space pumps;
4. Discharges from water from footing drains when the system is designed to be located at or below the groundwater table to actively or passively extract groundwater during any part of the year.

C. Permitted Discharges from Water Line Flushing. Non-storm water discharges from water line flushing and water main breaks are allowed if the discharges have coverage under NPDES Permit No. CAG679001 (RWQCB Order No. R9-2010-0003, or subsequent order), and the discharge is in compliance with all requirements of that NPDES permit and other applicable laws and regulations. This category includes water line flushing and water main break discharges from water purveyors issued a water supply permit by the California Department of Public Health or federal military installations. Discharges from recycled or reclaimed water lines are allowed if the discharges have coverage under an NPDES permit.

D. Allowable Discharges. Non-storm water discharges to the storm water conveyance system from the following categories are allowed, unless the City's enforcement official or the RWQCB identifies the discharge as a source of pollutants to receiving waters, in which case non-storm water discharges from the following categories are illegal discharges:

1. Discharges from diverted stream flows;
2. Discharges from rising groundwater;
3. Discharges from uncontaminated groundwater infiltration to the MS4;
4. Discharges from springs;
5. Discharges from flows from riparian habitats and wetlands;
6. Discharges from potable water sources, except that irrigation runoff discharges are considered illegal discharges and are not allowed;
7. Discharges from foundation drains when the system is designed to be located above the groundwater table at all times of the year, and the system is only expected to produce non-storm water discharges under unusual circumstances;
8. Discharges from footing drains when the system is designed to be located above the groundwater table at all times of the year, and the system is only expected to produce non-storm water discharge under unusual circumstances.

E. Conditionally Allowed Discharges. Non-storm water discharges from the following categories are conditionally allowed if they are controlled through implementation of minimum BMPs. Otherwise, non-storm water discharges from the following categories are illegal discharges:

1. Air Conditioning Condensation. Air conditioning condensation shall be directed to landscaped areas, pervious surfaces, or sanitary sewer, where feasible.
2. Residential Vehicle Washing. Wash water from residential vehicle washing shall be directed to landscaped areas or other pervious surfaces, where feasible. Residents shall minimize the use of water through the use of an automatic shutoff nozzle or equivalent and minimize the use of detergents and other vehicle washing products. Discharges from commercial car washes, car wash fund raisers, or similar non-residential car wash activities are considered illegal discharges.
3. Swimming Pool Water. Residual chlorine, algaecide, filter backwash, or other pollutants from swimming pools shall be eliminated prior to discharging to the storm water conveyance system. Saline swimming pool water must be directed to the sanitary sewer, landscaped area, or other pervious surfaces that can accommodate the volume of water, unless the saline swimming pool water can be discharged via a pipe or concrete channel directly to a naturally saline water body.
4. Non-Emergency Firefighting. Non-emergency firefighting discharges from control burns or training practices shall implement storm water BMPs to reduce or eliminate pollutants from entering the storm water conveyance system. Building fire suppression system maintenance water shall be directed to the sanitary sewer or receive filtration before discharge.
5. Emergency Firefighting. Storm water BMPs are encouraged to reduce or eliminate pollutants from emergency firefighting discharges. During emergencies, priority of efforts should be directed toward life, property, and the environment (in descending order). BMPs shall not interfere with emergency response operations or impact public health and safety.

F. Exemptions Not Absolute. Any conditionally allowed discharge category described in Section 8.30.060 above identified as a significant source of pollutants by the City's enforcement official or RWQCB shall be prohibited from entering the storm water conveyance system, or shall be subjected to a requirement to implement additional BMPs to reduce pollutants in that discharge to the MEP. Such prohibitions shall be effective on a schedule specified by an authorized enforcement official in a written notice to the discharger. That schedule may take into account the nature and severity of any effects caused by the discharge; and the time required to design, engineer, fund, procure, construct and make appropriate BMPs operational.

8.30.070. Best management practice requirements of all dischargers.

A. Reduce Pollutants to MEP. Every person undertaking any activity or use of premises which may cause or contribute to storm water pollution, illegal discharges, or non-storm water discharges to the storm water conveyance system shall implement storm water BMPs that

reduce the risk of storm water pollution to the MEP. Storm water guidance documents in Section 8.30.040.G establishes minimum BMPs for specific facilities and pollutant generating activities.

B. Responsible and Liable. Private property owners and dischargers are responsible to prevent the release of pollutants from any activity or use on a premise and must mitigate in accordance to Section 8.30.070.D for the release of pollutants that reach the storm water conveyance system or pollutants that accumulate in the public right-of-way to the property.

C. Storm Water Management Plan. Authorized enforcement staff may require any facility or operation that is engaged in activities which may result in pollutant discharges to the storm water conveyance system to develop and implement a storm water management plan that will reduce or prevent storm water pollution to the MEP.

D. Mitigation. All illegal discharges must be mitigated within a reasonable period of time to correct or compensate for all damage to the environment caused by the illegal discharge. The authorized enforcement staff, who issued notice to the discharger that a discharge was illegal, shall determine whether mitigation measures proposed or completed by the discharger or property owner meet the standards of this chapter and applicable permit conditions or other applicable laws. Notwithstanding the granting of any period of time to the discharger to correct the damage, the discharger shall remain liable for any fines or penalties imposed pursuant to this chapter, or by the RWQCB.

8.30.080. Additional requirements for construction management activities.

A. Permit Issuance. No land owner or development project proponent shall receive any city grading, clearing, building, encroachment or other development permit required for construction activity without first meeting the requirements of this chapter with respect to the portion of the project and construction activity to which the permit at issue would apply.

B. Owners and Operators Both Responsible and Liable. Persons or entities performing construction activities in the city, and the owners of land on which construction activities are performed, are dischargers for purposes of this chapter; provided however that a local government or public authority is not a discharger as to activities conducted by others in public rights-of-way.

C. Storm Water Management Plan. All applications to the city for a permit or approval associated with construction activity must be accompanied by a Storm Water Management Plan, on a form or in a format specified by the city. The Storm Water Management Plan shall specify the manner in which the discharger/applicant will implement the BMPs required by this chapter for the activity at issue, including but not limited to the applicable BMPs required by subsection (D) of this section.

D. Additional Minimum BMPs for Construction Management Activities. Whether a city permit or approval is required or not, and whether a Storm Water Management Plan is required to be submitted or not, all dischargers engaged in construction activities shall implement BMPs that protect construction activities from the unintended release of pollutants. All property

owners and contractors performing construction activity must install, implement, and maintain BMPs to prevent the discharge of pollutants to the MEP.

8.30.090. Additional planning, design and post-construction requirements for all development and redevelopment projects.

A. Application to Development and Redevelopment Projects. No land owner or development project proponent in the city shall receive any city permit or approval listed in Section 8.30.040(E) of this chapter for development activity or redevelopment activity unless the project meets or will meet the requirements of this chapter. The application of post-construction BMP requirements imposed by this section and/or by the Imperial Beach BMP Design Manual as a condition of a permit or other approval shall not require retroactive application of the post-construction BMP requirements to a project that has received prior lawful approval pursuant to a previously issued valid city permit.

B. Owners and Developers Responsible and Liable. Developers, development project proponents, and land owners for land on which development activities are performed, are dischargers for purposes of this chapter; provided however that a local government or public authority is not a discharger as to activities conducted by others in public rights-of-way.

C. Post-Construction Best Management Practices Required. Development and redevelopment projects with the potential to add pollutants to storm water or to affect the flow rate or velocity of storm water runoff after construction is completed, shall be designed to include and shall implement post-construction BMPs to ensure that pollutants and runoff from the development will be reduced to the MEP and will not cause or contribute to an exceedance of receiving water quality objectives in accordance with the requirements defined in the Imperial Beach BMP Design Manual.

D. Required BMPs. Development and redevelopment projects must implement source control BMPs and site design (low impact development) BMPs where applicable and feasible to maximize storm water infiltration and pollution control on site.

E. Post-Construction Best Management Practices Required for Priority Development Projects. Development or redevelopment projects that meet the criteria as a Priority Development Project shall design and implement post-construction treatment control BMPs that meet the design criteria for treatment and retention of storm water as established in the Imperial Beach BMP Design Manual and NPDES Permit No. CAS0109266 or as amended. Priority Development Projects must develop a Storm Water Management Plan for Post-Construction Treatment Control BMPs for certification by the City Engineer prior to receiving a grading or building permit.

F. Storm Water Management Plan Review Deposit. Storm Water Management Plan review, fees may be set, from time to time, by resolution of the city council.

G. Control to the Maximum Extent Practicable. All discharges engaged in development and redevelopment activities shall install, implement and maintain post-construction BMPs in

order to prevent or reduce pollutant discharges in storm water from new development to the MEP.

8.30.100. Maintenance of BMPs.

A. Existing Development. Dischargers shall maintain the BMPs they rely upon to achieve and maintain compliance with this chapter.

B. Post-Construction BMPs. The owners and occupants of lands on which post-construction BMPs have been installed to meet the requirements of this chapter shall ensure the maintenance of those BMPs, and shall themselves maintain those BMPs if other persons or entities who are also obliged to maintain those BMPs (by contract or covenant, or pursuant to this chapter) fail to do so.

C. Maintenance Obligations Assumed by Contract or Other Agreement. Primary responsibility to maintain a BMP may be transferred through a contract or other agreement. If that contract provides that it will be submitted to the city pursuant to this chapter as part of a development permit application, and if that contract is so submitted, the person or entity accepting a maintenance obligation in such a contact or agreement will also be legally obliged to maintain that BMP pursuant to this chapter.

D. Obligation to Maintain BMPs Not Avoided by Contracts or Other Agreements. For purposes of city enforcement, no contract or other agreement imposing an obligation to maintain a BMP can relieve a person or entity of any obligation to maintain a BMP imposed by this chapter.

E. Disclosure of Maintenance Obligations. Any developer who transfers ownership of land on which a BMP is located or will be located, or who otherwise transfers ownership of a BMP or responsibility for the maintenance of a BMP to another person or entity, shall provide clear written notice of the maintenance obligations associated with that BMP to the new or additional responsible party prior to that transfer.

F. Maintenance Plans for Development Projects. The proponents of any Priority Development Project that requires a discretionary city permit, shall provide to the city for review and approval prior to issuance of such permit, a plan for maintenance of all post-construction BMPs associated with the project. The plan shall specify the persons or entities responsible for maintenance activity, the persons or entities responsible for funding, schedules and procedures for inspection and maintenance of the BMPs, worker training requirements, and any other activities necessary to ensure BMP maintenance. The plan shall provide for servicing of all post-construction structural BMPs at least annually, and for the retention of inspection and maintenance records for at least three years.

G. Access Easement/Agreement. The proponents of any Priority Development Project that requires a discretionary city permit, shall provide to the city for review and approval prior to issuance of such permit an executed, permanent, easement onto the land on which post-construction BMPs will be located (and across other lands as necessary for access), to allow inspection and/or maintenance of those BMPs.

H. Assurance of Maintenance for Land Development Projects. The proponents of any Priority Development Project that requires a discretionary city permit, shall provide to the city prior to issuance of such permit, proof of a mechanism acceptable to the city which will ensure ongoing long-term maintenance of all post-construction BMPs associated with the proposed project. The proponents shall be responsible for maintenance of BMPs unless and until an alternative mechanism for ensuring maintenance is accepted by the city and becomes effective.

I. Security for Maintenance for Land Development Projects. If it is determined by the authorized enforcement official that the public interest requires the posting of bond or other security to assure the maintenance of a BMP, such bond or security may be required by the authorized enforcement official.

8.30.110. Inspection, sampling, and testing.

A. Regulatory Inspections and Certification Programs. Authorized enforcement staff may establish inspection or certification programs to evaluate and enforce compliance with the requirements of this chapter. Authorized enforcement staff may inspect commercial businesses, construction activities and private residences subject to this chapter at reasonable times and in a reasonable manner to carry out the purposes of this chapter. If entry for a regulatory inspection is refused by the facility owner or operator, or by the occupant of a residence, an inspection warrant shall be obtained prior to inspection.

B. Inspections of Post-Construction BMPs. When any new post-construction BMP is installed on private property as part of a project that requires a city permit, in order to comply with this chapter, the property owner shall grant to the city an easement to enter the property at reasonable times and in a reasonable manner to ensure that the BMP is working properly. This includes the right to enter the property without prior notice once per year for routine inspections, to enter as needed for additional inspections when the city has a reasonable basis to believe that the BMP is not working properly, to enter for any needed follow-up inspections, and to enter when necessary for abatement of a nuisance or correction of a violation of this chapter.

C. Scope of Inspections. Inspections may include all actions necessary to determine whether any illegal discharges or illegal connections exist, whether the BMPs installed and implemented are adequate to comply with this chapter, whether those BMPs are being properly maintained, and whether the facility or activity complies with the other requirements of this chapter.

D. Sampling, Testing, Inspection, Monitoring, and Reporting. The authorized enforcement official or authorized enforcement staff may order a discharger to conduct sampling, testing, inspection or monitoring and to report the results to the city if (1) the authorized enforcement official determines that it is needed to assess whether BMPs are effectively preventing or reducing pollution in storm water to the MEP, or to determine whether the facility is a significant source of contaminants to receiving waters; or (2) the authorized enforcement official or authorized enforcement staff determines that sampling, testing, inspection or monitoring is needed to assess the impacts of an illegal discharge on health, safety or the environment; or (3) an illegal discharge has not been eliminated after written notice by an authorized enforcement

official or authorized enforcement staff; or (4) repeated violations have been documented by written notices from authorized enforcement officials or authorized enforcement staff; or (5) the RWQCB requires the city to provide any information related to the discharger's activities.

8.30.120. Other acts and omissions that are violations.

In addition to failing to comply with any of the other requirements of this chapter, the following acts and omissions are violations of this chapter, whether committed by a discharger or by another person or entity:

A. **Causing, Permitting, Aiding, or Abetting Non-compliance.** Causing, permitting, aiding, or abetting non-compliance with any part of this chapter constitutes a violation of this chapter.

B. **Concealment, Misrepresentation and False Statements.** Any falsification or misrepresentation made to the city concerning compliance with this chapter, including any misrepresentation in a voluntary disclosure, any submission of a report that omits required material facts without disclosing such omission, and any withholding of information required to be submitted by or pursuant to this chapter in order to delay city enforcement action, is a violation of this chapter. Concealing a violation of this chapter is a violation of this chapter.

C. **Failure to Promptly Correct Non-compliance.** Violations of this chapter must be corrected with the time period specified by an authorized enforcement official or authorized enforcement staff. Each day (or part thereof) in excess of that period during which action necessary to correct a violation is not initiated and diligently pursued is a separate violation of this chapter.

D. **City Permits and Storm Water Management Plans.** Any failure to conform to an applicable Storm Water Management Plans prepared pursuant to this chapter; any failure to comply with storm water-related provisions of a city-issued grading permit or grading plan prepared to secure such a permit; and any failure to comply with storm water-related provisions in any other city permit or approval, is also a violation of this chapter. For purposes of this chapter a permit provision or condition of approval is "storm water-related" if compliance with the provision or condition would have the effect of preventing or reducing contamination of storm water or of moderating runoff flow rates or velocities, whether or not the provision or condition was initially imposed to promote those outcomes.

8.30.130. Enforcement and Penalties.

Authorized enforcement officials and authorized enforcement staff may enforce this chapter and abate public nuisances as follows:

A. **Administrative Authorities.**

1. **Administrative Penalties.** Administrative penalties may be imposed in accordance with the provisions for administrative penalties set forth in this chapter and in accordance with Chapter 1.22 of the Imperial Beach Municipal Code. Administrative penalties may include the recovery of fines assessed against the city of Imperial Beach by the RWQCB. Any later-enacted

administrative penalty provision in the Imperial Beach Municipal Code shall also be applicable to this chapter, unless otherwise provided therein.

2. Cease and Desist Orders. Written and/or verbal orders may be issued to stop illegal discharges and/or remove illegal connections.

3. Notice and Order to Clean, Test, or Abate. Written and/or verbal orders may be issued to perform any act required by this chapter, including, but not limited to abate a discharge that is in violation of Sections 8.30.050. In such case, the authorized enforcement official may order the discharger to install, implement, and maintain additional BMPs to prevent or reduce contamination in storm water and non-storm water to the MEP. Any such order shall specify a reasonable date by which those BMPs must be put in place. Failures to install, implement, or maintain additional BMPs as required by any such order is a violation of this chapter.

4. Public Nuisance Abatement. Violations of this chapter are deemed a threat to public health, safety, and welfare; and are identified as a public nuisance. If actions ordered pursuant to this chapter are not performed, the authorized enforcement official may abate any public nuisance pursuant to Chapter 1.16 of the Imperial Beach Municipal Code. City costs for pollution detection and abatement, if not paid in full by the discharger in addition to any other penalties, may be made a lien against the property in accordance with this procedure.

5. Stop Work Orders. Whenever any work is being done contrary to the provisions of this chapter, or other laws implemented through enforcement of this chapter, an authorized enforcement official may order the work stopped by notice in writing served on any person engaged in the doing or causing such work to be done, and any such person shall immediately stop such work until authorized by the authorized enforcement official to proceed with the work.

6. Permit Suspension or Revocation. Violations of this chapter may be grounds for permit and/or other city license suspension or revocation in accordance with applicable sections of the Imperial Beach Municipal Code.

B. Judicial Authorities.

1. Civil Penalties and Remedies. The Imperial Beach city attorney or designee is hereby authorized to file civil actions in superior court to enforce this chapter, seeking civil penalties and/or other remedies as provided in this section or in Chapter 1.12 of the Imperial Beach Municipal Code. There is no requirement that administrative enforcement procedures be pursued before such actions are filed.

2. Injunctive Relief. The city may enforce compliance with this chapter by judicial action for injunctive relief. Compliance may include assessment of the violator for the costs of any investigation, inspection, or monitoring survey, which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection; and/or the costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation; compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life. Assessments under this subsection shall be paid to the City of Imperial Beach to be

used for costs associated with monitoring and establishing storm water discharge pollution control systems and/or implementing or enforcing the provisions of this chapter.

3. Arrest or Issue Citations. Non-compliance with any part of this chapter constitutes a misdemeanor and may be enforced and punished as prescribed in the Penal Code and Government Code of the State of California; provided however that authorized enforcement officials and authorized enforcement staff may charge any violation of this chapter as an infraction at their discretion. The assistance of a peace officer may be enlisted to arrest violators as provided in California Penal Code and/or a citation and notice to appear as prescribed in Imperial Beach Municipal Code Chapter 1.12 and Part 2 of the California Penal Code, including Section 853.6 (or as amended) may be issued. There is no requirement that administrative enforcement authorities be used before such actions are filed. The immunities prescribed in Section 836.5 of the Penal Code are applicable to authorized enforcement officials and authorized enforcement staff acting in the course and scope of their employment pursuant to this chapter.

C. Penalties and Remedies Not Exclusive. Penalties and remedies under this article may be cumulative and in addition to other administrative, civil or criminal remedies, and these penalties and remedies are in addition to or cumulative of any administrative, civil or criminal remedy imposed by any state or federal agency charged with the enforcement of illegal or unpermitted storm water discharges, including enforcement by the SWRCB or the RWQCB.

Attachment B to Ordinance No. 2016-1158**Chapter 15.54. GRADING PERMITS AND PLANS****15.54.010. Purpose of Grading Requirements.**

The purpose of these grading requirements is to address slope stability, protection of property, erosion control, and water quality and to protect the public health, safety, and welfare of persons, property, and the environment. A grading permit shall be approved if the proposed work is consistent with the Imperial Beach Municipal Code, applicable development standards, any development permits for that project, the terms of the NPDES Permit No. CAS0109266 and any other requirements imposed by the city manager for the purpose of ensuring that pollutant discharges are reduced to the maximum extent practicable and water quality objectives are not violated. All soil disturbance activities shall include BMPs to prevent soil erosion or other pollutant discharges from the project area in accordance with Imperial Beach Municipal Code Chapters 8.30 and 15.54, as applicable, whether or not a permit or other approval is required.

15.54.020. Definitions.

“Best management practices” shall have the same meaning as set forth in Section 8.30.030.

“Civil Engineer” means a professional engineer registered in the State of California to practice in the field of civil engineering as defined in Section 6731 of the California Business and Professions Code. He or she is the person directly responsible for the project design, plan certification, and construction supervision.

“City” means the city of Imperial Beach.

“Development” means new development or redevelopment with land disturbing activities, construction, or installation of a structure, the creation of impervious surface or land subdivision.

“Discharge” shall have the same meaning as set forth in Section 8.30.030.

“Drainage Plan” means a plan that may be provided on a plan sheet that shows existing and proposed site drainage within a property that is to be developed or rough graded. The drainage plan shall be prepared by a registered civil engineer, an architect, or other qualified and licensed professionals, and shall comply with the standards and requirements of the City Engineer. If, for a given development, no grading is proposed, or the earthwork quantity involved in the grading is below the established limit of this ordinance, and for which a grading plan is not required, then as a minimum, a drainage plan shall be submitted for the development.

“Erosion and sediment control plan” means a plan that may be provided on a plan sheet for a grading permit prepared and signed and stamped/sealed by a civil engineer competent in the preparation of such plans and knowledgeable about current erosion and sediment control measures. The plan shall provide for protection of exposed soils, prevention of discharge of sediment, and desiltation of run-off at frequent intervals along flowage areas, at entrances to storm drains, at entrances to streets and driveways, and at the exit of the area being graded.

“Erosion and sediment control system” means any combination of desilting facilities, retarding basins, flow decelerates, and/or erosion protection (including effective planning and the maintenance thereof) to protect the project site, adjacent private property, watercourses, public facilities, graded improvements, existing natural facilities, archaeological artifacts, and relieve waters of suspended sediments or debris prior to discharge from the site.

“General construction NPDES permit” means the statewide general storm water permit for construction projects issued by the State Water Resources Control Board to regulate the discharge of storm water from active construction projects. The General Construction Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

“Grade” means the vertical location of the ground surface, in relation to a benchmark elevation in the City.

“Maximum extent practicable (MEP)” shall have the same meaning as set forth in Section 8.30.030.

“Non-storm water discharge” shall have the same meaning as set forth in Section 8.30.030.

“Rainy season” means the period beginning October 1st and ending April 30th in the next calendar year. The remainder of the year is the dry season.

“Storm water” shall have the same meaning as set forth in Section 8.30.030.

“Storm water management plan” shall have the same meaning as set forth in Section 8.30.030.

“Storm water pollution prevention plan (SWPPP)” means a document which describes the BMPs to be implemented by the owner or operator to eliminate or reduce the discharge of pollutants from construction activities to the MEP as required by the statewide Storm Water General Construction NPDES Permit.

15.54.030. Grading permit.

No grading, including clearing of vegetative matter, shall be done until all necessary environmental clearances are secured and reviewed by the city for the work listed in this section. The following work shall require a grading permit:

- A. Any grading within open space easements or city-owned open space;
- B. Any grading required for the restoration of unauthorized grading;
- C. Any grading within the one-hundred-year floodplain;
- D. Any grading as a condition of approval of a discretionary permit, including subdivision maps, parcel maps, conditional use permits or other discretionary approvals;
- E. Any grading that includes any of the following:
 1. Excavation or fill that results in a slope with a gradient of twenty-five percent or greater (four horizontal feet to one vertical foot) and for which the depth or height at any point is more than three feet measured vertically at the face of the slope from the top of the slope to the bottom of the slope;
 2. Excavation or fill for which the depth or height at any point from the lowest grade to the highest grade at any time during the proposed grading is more than eighteen inches measured vertically;
 3. Excavation or fill greater than fifty cubic yards.
 4. Grading for which the graded area is more than one acre.

15.54.040. Exemptions.

A grading permit shall not be required for the work listed below:

A. Earthwork construction regulated by the federal, state, county or city governments, or by a local agency as defined by Government Code Sections 53090 through 53095 (special districts); pipeline or conduit excavation and backfill conducted by local agencies or public utilities; or earthwork construction performed by railway companies. The exemption, however, shall apply only when the earthwork construction takes place on the property, dedicated rights-of-way or easements of the above agencies or utilities;

B. Excavation and backfill for installation of underground utilities by public utilities or companies operating under the authority of a franchise or public property encroachment permits;

C. Exploratory excavations under the direction of soil engineers, archeologists, paleontologists or engineering geologists;

D. The deposit of material in any disposal area operated or licensed by the city where the operation and conduct thereof does not block or divert any natural drainage way, affect the lateral support of or unduly increase the stresses in or pressures upon any adjacent or contiguous property.

15.54.050. Issuance of a grading permit.

A. An approved grading permit shall be issued after the prescribed fees have been paid, the required insurance has been guaranteed, and, if required, the prescribed bond has been posted.

B. The applicant shall not begin any work, construction, or use on the property that must be authorized by a grading permit until the required permit has been issued.

C. A grading permit shall not be issued for a development that requires a development permit until the development permit has been issued.

D. An application for a grading permit and any other approval in this chapter, unless otherwise stated, may be approved or denied by a staff person designated by the city manager. A public hearing will not be held. If a grading permit is issued for a project that requires other discretionary approvals, the grading permit shall not be deemed approved until final approval of other development permits in which grading conditions must also be approved.

E. An approved grading permit shall include a grading and drainage plan approved by a civil engineer registered with the state of California. The city manager or designee may exempt a project upon a determination that approval by a civil engineer is not required.

F. Any person may appeal the approval, denial or any condition of approval contained in a grading permit within ten days of the decision. The appeal shall be taken to the planning commission or city council depending upon the existence of other discretionary approvals required for the project. The community development director shall determine the appropriate body to hear the appeal. Appeals from the decision of the community development director or planning commission shall be subject to appeal to the city council which must be filed within ten days of the decision.

15.54.060. Grading permit requirements

Each applicant shall be required to implement measures to ensure that pollutants from the site will be reduced to the maximum extent practicable and will not cause or contribute to an exceedance of water quality objectives. Grading permits shall include the following conditions, or equivalent requirements:

A. A Storm Water Management Plan to manage storm water and non-storm water discharges from the site at all times including the use of best management practices (BMPs), as defined in Section 8.30.030, that are applicable to the season in which the work is to take place.

B. An Erosion and Sediment Control Plan that may be provided on a plan sheet that identifies the erosion and sediment control systems for the development site.

C. A Drainage Plan that may be provided on a plan sheet that identifies the existing and proposed changes to the drainage pattern to the development site.

D. To the extent feasible, to minimize grading during the wet season, October 1-April 30, and coincide grading with seasonal dry weather periods. If grading does occur during the wet season, the applicant shall implement site specific, seasonally appropriate, and construction phase appropriate storm water BMPs.

E. The permit shall include erosion and sediment control measures intended to be the primary method of keeping sediment on site during the grading process and related construction.

F. In addition to erosion and sediment control measures, applicants shall implement BMPs that address smart project planning, good site management (housekeeping), non-storm water management, run-on and runoff control, and active/passive sediment treatment systems where applicable.

G. Applicants shall be required to minimize areas that are cleared and graded to only those portions of the site that are necessary for construction.

H. Applicants shall, to the extent practicable, minimize exposure time of disturbed soil areas.

I. Applicants shall temporarily stabilize and reseed disturbed areas as rapidly as feasible.

G. Applicants shall permanently revegetate or landscape as early as feasible.

K. The grading permit shall include a requirement to stabilize all slopes subject to land disturbance activities.

L. Applicants subject to California's statewide general construction NPDES permit for storm water must provide proof of coverage under the statewide permit.

M. If warranted by the scope of the project, the permit may require the posting of a bond or other financial assurance to assure completion of the work.

N. All removable protective devices shown shall be in place at the end of each working day when there is a fifty percent chance of rain within a forty-eight hour period. If the developer does not provide the required installation or maintenance of erosion control structures within two

hours of notification at the twenty-four hour number on the plans, the city engineer may order city crews to do the work or may issue contracts for such work and charge the cost of this work along with reasonable overhead charges to the cash deposits or other instruments implemented for this work without further notification to the owner. No additional work on the project except erosion control work may be performed until the full amount drawn from the deposit is restored by the developer.

O. At any time of year, an inactive site shall be fully protected from erosion and discharges of sediment. A site is considered inactive if construction activities have ceased for a period of ten or more consecutive days.

P. No grading work shall be allowed between October 1 and the following April 30 on any site when the city engineer determines that erosion, mudflow or sediment or silt discharge may adversely affect downstream properties, drainage courses, storm drains, streets, easements, or public or private facilities or improvements unless an approved erosion control system has been implemented on the site. If the city determines that it is necessary for the city to cause erosion control measures to be installed or cleanup to be done, the developer shall pay all of the city's direct and indirect costs including extra inspection, supervision, and reasonable overhead charges.

Q. All natural hydrologic features and riparian buffer zones and corridors must be preserved to eliminate or minimize runoff from construction sites. Polluted runoff generated in construction sites should be treated to maximum extent practicable prior to discharge into the said features.

15.54.070. Grading permit time requirements.

A. A grading permit shall become void if, at any time after the work has begun, the grading or other work authorized by the grading permit is suspended or abandoned for an unreasonable period of time as determined by the city manager, but in no event for a continuous period of sixty days or more.

B. A grading permit shall expire and become void one hundred eighty days after the date of permit issuance, unless an exception is granted in one of the following ways:

1. At the time of permit issuance, the city manager may approve an expiration date exceeding one hundred eighty days if the permittee can demonstrate that the complexity or size of the project makes completion of the project within one hundred eighty days unreasonable. The expiration date for the grading permit shall be specified on the permit. No more than twenty-four months of total extensions may be authorized; or

2. A grading permit issued as part of a subdivision improvement agreement, under Section 18.16.210, shall expire in accordance with the terms of that agreement.

C. A grading permit holder may submit an application for an extension of time to the city up to sixty days before the expiration of the grading permit. The city manager may extend the grading permit for a period not exceeding one hundred eighty days if the city manager determines that circumstances beyond the control of the permittee prevented completion of the work. If an application for an extension has been submitted before the expiration date of the grading permit and in accordance with this section, the existing permit shall automatically be extended until the city manager has made a decision on the application for extension. A new application shall be required for all requests for extensions submitted after the grading permit has expired.

15.54.080. Amendments to grading permits for construction changes.

A. Any proposed construction change to a grading permit must be approved before commencement of the construction change.

B. A proposed construction change to a grading permit that was approved in conjunction with another permit or map may be approved if the proposed change is in substantial conformance with the other approved permit or map. If the proposed change is not in substantial conformance with the other approved permit or map, the other permit or map must be amended before consideration of the construction change.

15.54.090. Inspection of grading.

The permittee shall notify the community development department when the grading operation is ready for final inspection. Interim inspections shall be scheduled at the discretion of the community development director or designee. Final approval shall not be given until all work, including installation of all drainage facilities and their protection devices, and all erosion-control measures have been completed in accordance with the final approved grading plan.

15.54.1000. Lot grading—Responsibility of permittee—Protection of adjacent property.

A. For all public watercourses, the applicant shall grant or cause to be granted to the city, at the city engineer's discretion, a drainage easement (riparian buffers and corridors) in accordance with the requirements of the city engineer prior to the issuance of a grading permit, or prior to the approval of a grading plan.

B. For all private watercourses, including brow ditches, where the continuous functioning of the drainage way is essential to the protection and use of multiple properties, a covenant, a maintenance agreement and/or deed restriction shall be recorded by the applicant, placing the responsibility for the maintenance of the drainage way(s) on the owners of record of each respective lot affected. Permanent off-site drainage or flowage easements, as required by the city engineer, shall be acquired by the applicant. Such easements shall be subject to approval by the city engineer and recorded prior to approval of the grading plan, or issuance of a grading permit.

C. No man-made dams, ponds, diversions, flow decelerators or excessive vegetation shall be placed, allowed to be placed, or allowed to grow within the property subject to an approved grading plan, or a grading permit, without suitable provisions, as approved by the city engineer, for maintenance. Erosion or siltation as a result of these features shall be the sole responsibility of the property owner.

D. The permittee has the right to the proper discharge of natural drainage, within the provisions of this division, into natural drainage courses. The quantity of peak runoff shall be limited to the quantity of peak runoff of predevelopment conditions. This includes the right to discharge, within natural basins, runoff due to decrease of permeability of the property from grading operations, landscaping, and the construction of improvements and to discharge a reasonable silt load in this runoff comparable to the historic, predevelopment condition.

15.54.110. Lot grading—Safety precautions.

A. If, at any stage of work for which an approved grading plan, or a grading permit, is required, the city engineer determines that authorized grading is likely to endanger any public or private property or result in the deposition of debris on any public way or interfere with any

existing drainage course, the city engineer may specify and require reasonable safety precautions to avoid the danger. The permittee may be responsible for removing excess soil and debris deposited upon adjacent and downstream public or private property resulting from his/her grading operations. Soil and debris shall be removed and damage to adjacent and downstream property repaired as directed by the city engineer. Erosion and siltation control shall require temporary or permanent siltation basins, energy dissipaters, or other measures as field conditions warrant, whether or not such measures are a part of approved plans. Cost associated with any work outlined in this section shall be incurred by the permittee.

B. No off-site work will be required when, in the opinion of the city engineer, the permittee has properly implemented and maintained erosion control measures and the deposition of soil and debris or erosion on adjacent properties is the direct or indirect result of actions of the downstream property owner.

15.54.120. Post-construction BMPs for development and redevelopment projects.

All development projects must implement post-construction BMPs as detailed in the Imperial Beach BMP Design Manual as required in Section 8.30.090.

15.54.130. Storm water management plan requirements.

As applicable, all applications for permits related to construction activities, regardless of the date of submittal and including but not limited to projects that require an approved grading plan or permit, shall include a storm water management plan as required in Section 8.30.080 designed to limit erosion of all disturbed portions of the property and to eliminate the transport of soil onto adjacent properties or into streets, storm drains, or drainage ways.

15.54.140. BMP maintenance.

All BMPs for erosion prevention and sediment control shall be functional at all time. Prior to any forecast rain events and after each major storm, all BMPs shall be inspected to assure the functionality. BMP maintenance shall be conducted throughout the life of the project.

15.54.150. Penalties.

A. Administrative Penalties. Administrative penalties may be imposed pursuant to the Imperial Beach Municipal Code Chapter 1.22. Any later-enacted administrative penalty provision in the code shall also be applicable to violations of this chapter, unless otherwise provided therein.

B. Misdemeanor Penalties. Noncompliance with any part of this chapter may be charged as a misdemeanor and may be enforced and punished as prescribed in the Penal Code and Government Code of the state of California, and the Imperial Beach Municipal Code Chapter 1.12.

C. Penalties for Infractions. Any violation of this chapter may be charged as an infraction at the discretion of the prosecutor. Infractions may be abated as a nuisance or enforced and punished as prescribed in this code, Penal Code and Government Code of the State of California.

D. For Civil Actions. In addition to other penalties and remedies permitted in this chapter, a violation of this chapter may result in the filing of a civil action by the City pursuant to Chapter

1.12 of the Imperial Beach Municipal Code. Except where a maximum monetary amount is specified, the following may also be awarded without monetary limitations in any civil action:

1. Injunctive relief;
2. Costs to investigate, inspect, monitor, survey, or litigate;
3. Costs to place or remove soils or erosion control materials, costs to correct any violation, and costs to restore environmental damage or to end any other adverse effects of a violation;
4. Compensatory damages for losses to the city or any other plaintiff caused by violations; and/or restitution to third parties for losses caused by violations;
5. Civil penalties;
6. Reasonable attorney fees; and
7. Fines assessed against the City by the RWQCB.

As part of a civil action filed by the city to enforce provisions of this chapter, a court may assess a maximum civil penalty in accordance with the general penalty clause as set forth in Section 1.12.010 or 1.12.020 of this code, or any other penalty adopted by the city, but in any case to be assessed per violation of this chapter for each day during which any violation of any provision of this chapter is committed, continued, permitted or maintained by such person(s).

In determining the amount of any civil liability to be imposed pursuant to this chapter, the court shall take into consideration the nature, circumstances, extent, and gravity of the violation or violations, whether any discharge caused the violation is susceptible to cleanup or abatement, and, with respect to the violator, the ability to pay, the effect on ability to continue in business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic savings, if any resulting from the violation, and such other matters as justice may require.

E. Public Nuisance Abatement. Violations of this chapter are deemed a threat to public health, safety, and welfare; and are identified as a public nuisance. If actions ordered pursuant to this chapter are not performed, the authorized enforcement official may abate any public nuisance pursuant to Chapter 1.16 of the Imperial Beach Municipal Code. City costs for detection of the violation and abatement, if not paid in full by the discharger in addition to any other penalties, may be made a lien against the property in accordance with this procedure.

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Item 2.4

No Staff Report

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: NOVEMBER 2, 2016
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: ADOPT RESOLUTION NO. 2016-7746 AWARDED PUBLIC WORKS CONTRACT TO WIT: FY 15-16 ANNUAL MAINLINE REPAIRS PROJECT NO. W16-201

EXECUTIVE SUMMARY:

Resolution No. 2016-7746 awards a contract for the repair of 15 sewer mainline pipe sections in the City at a bid price of \$348,160 to Insituform Technologies, LLC. Insituform Technologies, LLC. was the lowest responsible and qualified bidder. The locations of the sewer mainline repairs are shown in Attachment 2.

FISCAL ANALYSIS: Fiscal Years 2015-16 and 2016-17 budgets adopted Resolution No. 2015-7592 appropriated \$824,360 from Sewer Enterprise Fund for the repairs to sewer mainlines. The estimated project total cost is estimated at \$458,760.

(Cost/effect to budget) The project total cost is estimated as follows:

- Project Design - \$ 76,600
- Construction - \$ 348,160
- Project Administration / Inspection \$ 34,000
 - **TOTAL ESTIMATED COST** **\$ 458,760**

Total budget available **\$ 824,360**

RECOMMENDATION:

Adopt Resolution No. 2016-7746 awarding the FY 15-16 Annual Mainline Repairs contract to Insituform Technologies, LLC. for the FY 15-16 Annual Mainline Repairs Project W16-201 at a bid price of \$348,160.

OPTIONS:

- Adopt Resolution No. 201-7746 awarding the FY 15-16 Annual Mainline Repairs contract to Insituform Technologies, LLC. for the FY 15-16 Annual Mainline Repairs Project W16-201 at a bid price of \$348,160.
- Reject all bids and direct staff to program the project for a future fiscal year capital improvement program budget; or
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

City Engineer, NV5, was assigned the project design including the preparation of the plans and specifications. The plans and specifications were completed in September 2016. The project was advertised for bids in September 22, 2016. The project bids were received, opened and evaluated Thursday, October 13, 2016 in an advertised public meeting at 2:00 p.m. The lowest responsive and qualified bidder for the FY 15-16 Annual Mainline Repairs Project W16-201 was Insituform Technologies, LLC, Inc. at a bid price of \$348,160.

The four (4) contractors who submitted proposals are listed below along with their proposal amounts:

1.	Insituform Technologies, LLC.	\$348,160.00
2.	Southwest Pipeline, Inc.	\$378,658.50
3.	Sancon Engineering	\$387,778.63
4.	Burtech Pipeline, Inc.	\$436,941.50

The engineer's construction cost estimate was \$615,000.

The budget appropriated is sufficient to cover the estimated cost of the project.

ENVIRONMENTAL DETERMINATION:

Project is exempt from CEQA pursuant to CEQA Guidelines Section 15302(c): Replace or Reconstruction of Existing Utility Systems and Facilities.

Attachments:

1. Resolution No. 2016-7746
2. Graphic Representation of the sewer mainline repair locations within the City

RESOLUTION NO. 2016-7746

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED PUBLIC WORKS CONTRACT TO WIT: FY 15-16 ANNUAL MAINLINE REPAIRS PROJECT NO. W16-201

WHEREAS, Fiscal Years 2015-16 and 2016-17 budgets adopted Resolution No. 2015-7592 appropriated \$824,360 from Sewer Enterprise Fund for the repairs to sewer mainlines; and

WHEREAS, City Engineer, NV5, was assigned the project design including the preparation of the plans and specifications; and

WHEREAS, the plans and specifications were completed in September 2016; and

WHEREAS, the project was advertised for bids in September 22, 2016; and

WHEREAS, the project bids were received, opened and evaluated Thursday, October 13, 2016 in an advertised public meeting at 2:00 p.m.; and

WHEREAS, the lowest responsive and qualified bidder for the FY 15-16 Annual Mainline Repairs Project W16-201 was Insituform Technologies, LLC, Inc. at a bid price of \$348,160; and

WHEREAS, the engineer's construction cost estimate was \$615,000; and

WHEREAS, the budget appropriated is sufficient to cover the estimated cost of the project.

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

1. The above recitals are true and correct.
2. The legislative body hereby rejects all proposals for bids except that identified as the lowest responsible bid. The bid of the lowest, responsible qualified bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. _____.
3. The contractor shall not commence construction or order equipment until he/she has received a Notice to Proceed.
4. The works of improvement shall be constructed in the manner and form and in compliance with the requirements as set forth in the plans and specifications for the project.

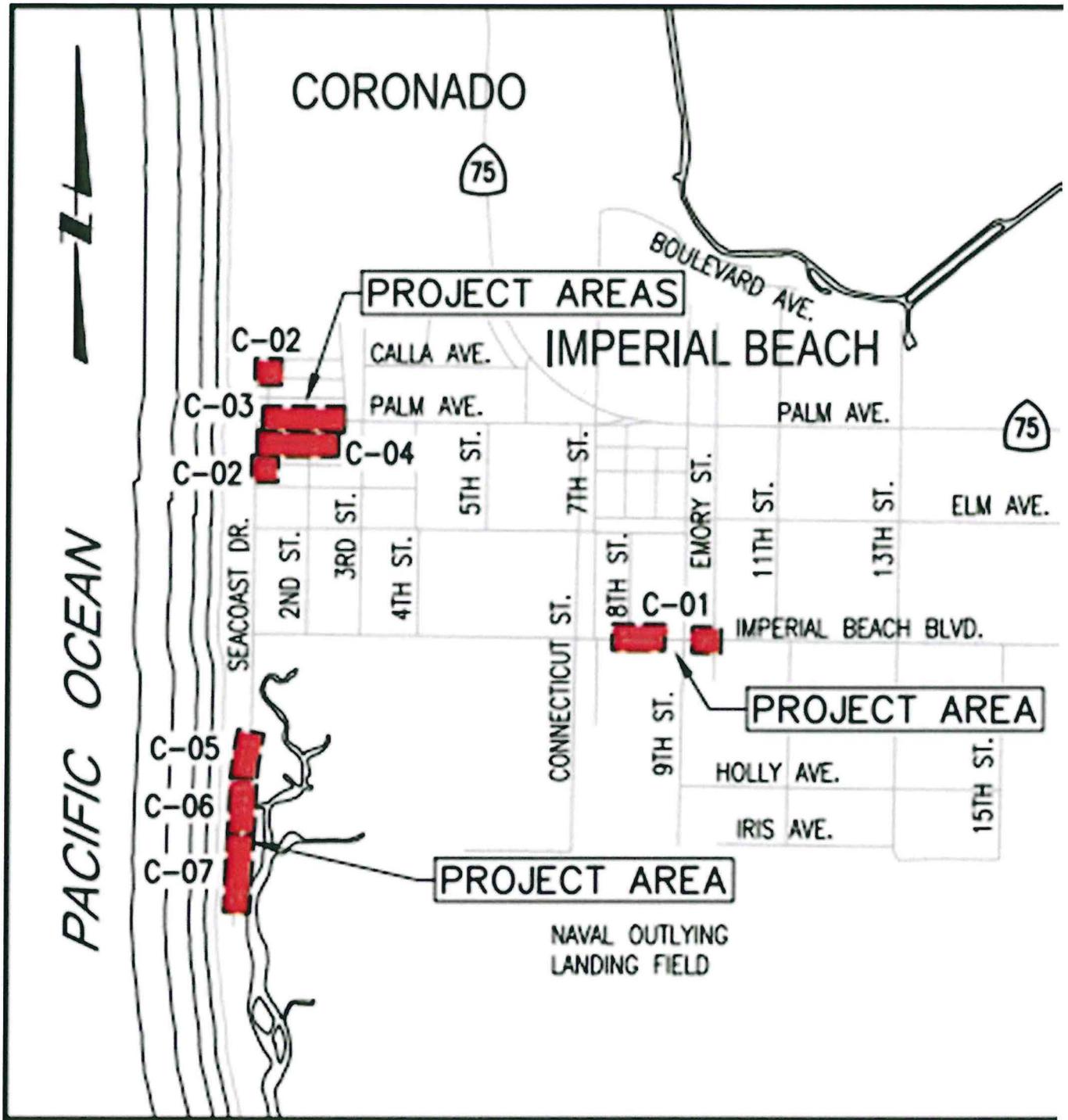
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 2nd day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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



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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER AH
MEETING DATE: NOVEMBER 2, 2016
ORIGINATING DEPT.: PUBLIC WORKS CH
SUBJECT: RESOLUTION 2016-7749 TO AWARD TRAFFIC ENGINEER SERVICES CONTRACT TO STC TRAFFIC, INC. FOR ON CALL TRAFFIC ENGINEERING SERVICES TO THE CITY FOR A MAXIMUM OF FIVE YEARS.

EXECUTIVE SUMMARY:

Resolution 2016-7749 awards Traffic Engineering Services contract for the City of Imperial Beach to STC Traffic, Inc. for a period of three years with an option to renew annually up to two years for a total possible contract of five years.

FISCAL ANALYSIS:

All expenses to be incurred for Traffic Engineer Services will be included as part of the individual Department O&M budgets approved by City Council, as part of an approved Capital Improvement Program (CIP) budget or as further approved by City Council with an adopted or approved budget. Without a task or project assigned to the Traffic Engineer for services, there would be no expenses. This is an "on call" agreement.

RECOMMENDATION:

City Council adopt Resolution No. 2016-7749 Awarding a professional service agreement for Traffic Engineering "on-call" services to STC Traffic, Inc. for an initial 3-year contract with an option to renew the agreement annually for an additional twenty-four (24) months with the maximum agreement total of five (5) years.

OPTIONS:

- Adopt Resolution 2016-7749 awarding contract for Traffic Engineering Services to STC Traffic, Inc.; or
- Provide direction to the City Manager to take a specific different action; or
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

The City's current Traffic Engineering Services contract with KOA Corporation expired after five years on October 6, 2016, KOA Corporation has agreed to extend their services to the City while the City goes through the current RFQ selection process.

On September 8, 2016, the RFQ for Traffic Engineering Services was advertised in the local Imperial Beach Eagle and Time newspaper and eBidboard/City's website.

The scope of work included:

- Signal design, modifications and timing
- Traffic impact studies
- Traffic operations analysis
- Worksite traffic control and operations
- Speed surveys
- Review recent and historical speed studies
- Research and review accident reports and calculate accident rates
- Attend meetings at City Hall or in field
- Presentations at City Council meeting and Public Safety meetings
- Lead neighborhood traffic management meetings
- Circulation Element updates
- Congestion management
- Traffic calming and bicycle facility design
- Traffic Engineering Peer Review
- Miscellaneous traffic safety and / or engineering consulting services as necessary
- Traffic striping plans
- Staff Training

On September 29, 2016 seven proposals were submitted to the City. All seven proposals were independently evaluated and ranked relative to the criteria in the RFQ by four members of City staff. The top four ranked firms were invited to a formal interview. Through this process, it was recommended that STC Traffic, Inc. be contracted to provide Traffic Engineering Services for the City on an "as-needed" basis to perform the above listed tasks.

STC Traffic, Inc. representatives, agreed to the terms of the professional services agreement as shown in Attachment 2. The schedule of rates in Attachment 3 along with the Proposal from STC Traffic, Inc. will become exhibits to the final professional services agreement.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7749
2. Professional Services Agreement
3. Schedule of Rates

RESOLUTION NO. 2016-7749

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, TO AWARD TRAFFIC ENGINEER SERVICES CONTRACT TO STC TRAFFIC, INC. FOR ON CALL TRAFFIC ENGINEERING SERVICES TO THE CITY FOR A MAXIMUM OF FIVE YEARS.

WHEREAS, on September 8, 2016, the City advertised a Request for Qualified Traffic Engineers; and

WHEREAS, on September 29, 2016, Seven proposal were submitted to the City; and

WHEREAS, Staff evaluated all seven proposals and interviewed the top four proposal; and

WHEREAS, Staff recommends STC Traffic, Inc. for providing the City with on-call Traffic Engineering Services for 3 years with an option to extend the contract for up to two years for a maximum 5 year contract.

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

1. The above recitals are true and correct.
2. The agreement with STC Traffic, Inc. is approved.
3. The City Manager is authorized to sign the agreement with STC Traffic, Inc. for Traffic Engineering Services.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 2nd day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES

FOR

TRAFFIC ENGINEER SERVICES

This Agreement, entered into this ____ day of _____, 20__, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and STC Traffic, Inc. (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires to hire an Engineer to provide as needed services in traffic engineering; and

WHEREAS, CITY desires to hire the most qualified responsive proposal; and

WHEREAS, CONSULTANT is a(n) Engineering firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

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

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Request for Qualifications for Consultant Services for Senior Center Design," attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.
- D. CONSULTANT shall be compensated for work completed, as approved by the City for basic services rendered under this Section 2, as more particularly described in Exhibit "A."

CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.

- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The Public Works Director, currently H.A. Levien is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The term of this contract between CITY and CONSULTANT shall be the term or schedule set forth in Exhibit "A," or if no term or schedule is set forth in Exhibit "A", upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

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

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

Section 5. CHANGES.

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed, if approved, by both PARTIES before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

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

Section 7. AUDIT OF RECORDS.

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

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the PARTIES. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which CITY, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession. CONSULTANT shall obtain and maintain a City of Imperial Beach business license during the term of this Agreement.

Section 13. INSURANCE.

13.1. CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

13.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this Agreement.

13.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

13.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

13.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the

CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

13.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.

13.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

13.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

13.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

13.6. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

13.7. Subcontractor Coverage. CONSULTANT shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

13.8. City Options. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either (1) immediately terminate this Agreement, or (2) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

Section 15. INDEMNITY.

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

Section 16. TERMINATION.

CITY may terminate this Agreement at any time by giving ten (10) calendar days written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their

race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

CONSULTANT shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. The CONSULTANT's hiring or retaining of third PARTIES (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without

any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the PARTIES may, but are not required to, agree to submit such dispute to mediation. If both PARTIES agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

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

H. A. Levien
Public Works Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

Jason Stack, Principal
STC Traffic, Inc
2794 Loker Ave West, Suite 102
Carlsbad, CA 92010

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) business days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Exhibits, set forth the entire understanding of the PARTIES. There are no other understandings, terms or other agreements expressed or implied, oral or written. In the event there are conflicting provisions between the Agreement and any Exhibits, the Agreement provisions shall take precedence. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of

the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

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

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the applicable terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the applicable reporting requirements of the Political Reform Act and local ordinance. Specifically, within 30 days of receiving notice from the CITY that CONSULTANT has been determined by the CITY to have a reporting requirement under the Political Reform Act, see Exhibit "B", CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk .

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" through "___" are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF the PARTIES hereto have executed this Agreement the day and year first hereinabove written.

CONSULTANT/CONSULTANT:
STC Traffic, Inc

CITY OF IMPERIAL BEACH,
A municipal corporation

Jason Stack, Principal

Andy Hall, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer M. Lyon, City Attorney

H. A. Levien, Public Works Director

CITY OF IMPERIAL BEACH



REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
CONSULTANT SERVICES
FOR
TRAFFIC ENGINEER SERVICES

Public Works Department
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 424-2214

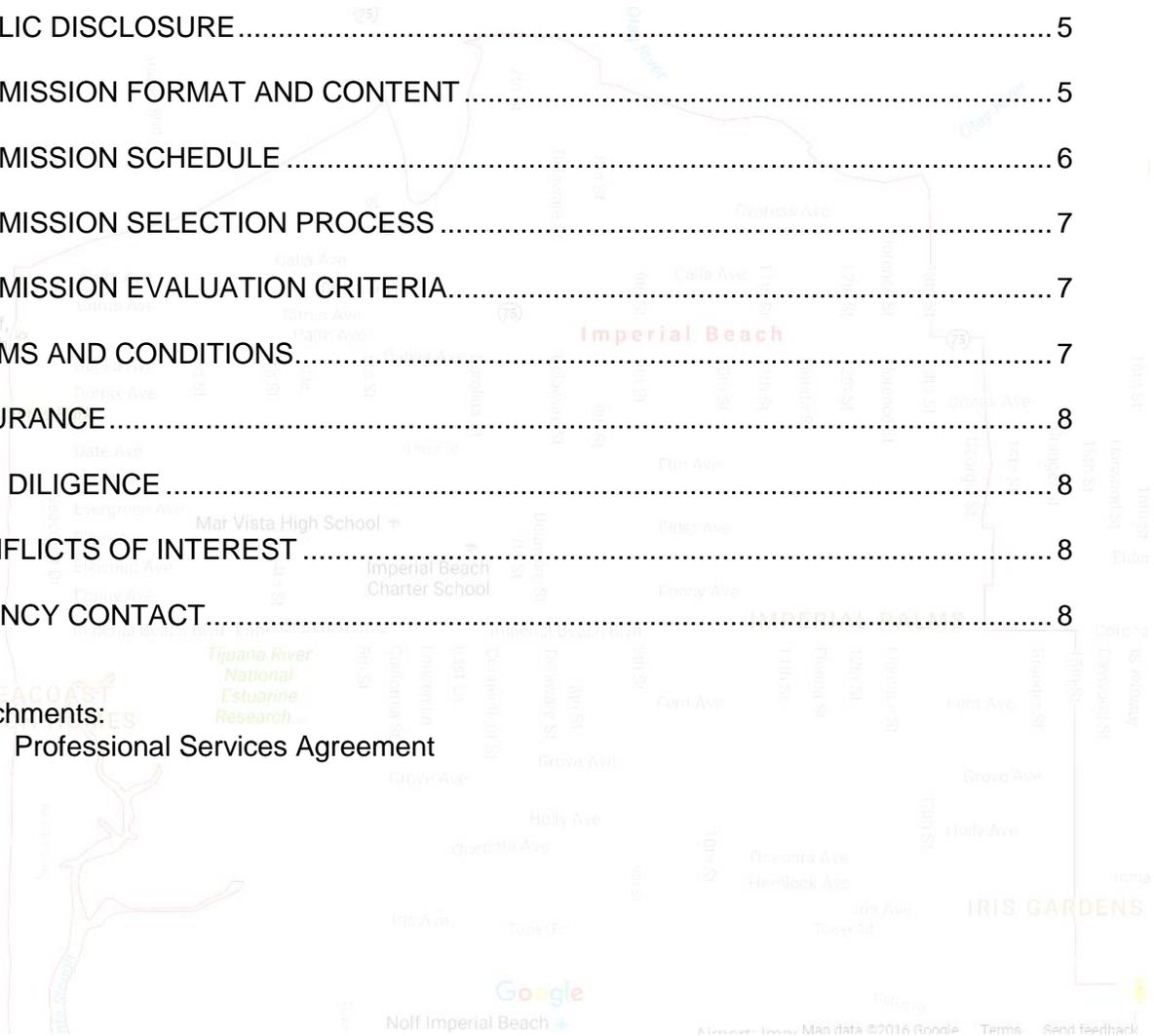
Date: AUGUST 2016

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Attachments:

1. Professional Services Agreement



**CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA
REQUEST FOR QUALIFICATIONS
FOR
TRAFFIC ENGINEER SERVICES
9-8-16**

NOTICE ADVERTISING FOR QUALIFICATIONS

Sealed proposals will be received at the office of the Administrative Services Department, 825 Imperial Beach Boulevard, Imperial Beach, California, up to the hour of **4:00 p.m.** on the **29th** day of **September, 2016** for performing work as follows:

**CITY OF IMPERIAL BEACH
REQUEST FOR QUALIFICATIONS
FOR TRAFFIC ENGINEER SERVICES**

The proposal shall be enclosed in a sealed envelope addressed to the City of Imperial Beach, California, or if sent by messenger, shall be delivered to the Administrative Services Department, City Hall, 825 Imperial Beach Boulevard, Imperial Beach, California. **The envelope shall be plainly marked on the upper left hand corner with the name and address of the consultant and bear the words "RFQ" followed by the name of the item and the date and hour of the bid closing.**

Copies of the RFQ may also be acquired (1) from the City's website (www.Imperialbeachca.gov/), (2) from Construction Bidboard (www.ebidboard.com), or (3) via email (send requests to vmadrid@imperialbeachca.gov).

The City Council reserves the right to reject any or all proposals and to waive any irregularity or informality in any proposal to the extent permitted by law. The City reserves the right to change, amend, modify or cancel this RFQ process at any time.

INTRODUCTION

Imperial Beach is the “Most Southwesterly City in the Continental United States,” and was incorporated as a General Law City in 1956. It is bordered on the north by a U.S. Naval Communication Station within the City of Coronado’s jurisdiction and the southern shore of San Diego Bay, on the east by the City of San Diego, on the south by the U.S./Mexican border, and on the west by the Pacific Ocean.

The City’s population is 26,337 based on 2010 U.S. Census, and is 4.5 square miles in area, 40-percent of which is open space. The terrain is generally flat to gently sloping. The highest ground elevation is 45 feet above sea level; however, the major portion of the area is below 30 feet in elevation. Located between the discharge of two drainage basins and close to the ocean, the City has a high ground water table, which tends to fluctuate with tidal conditions. Its coastal setting and Mediterranean climate provided a unique and attractive living environment. The community enjoys a variety of excellent views and recreational opportunities. Imperial Beach is a destination for surfing, walking, bird watching, bicycling, fishing, and other shore and marine activities. Currently there are 9,783 housing units, of which 5,944 are multi-family units within the City.

SANDAG projects housing and population increased as follows:

	<u>2020</u>	<u>2030</u>
Population	30,026	32,797
Housing Units	10,260	10,919

There are two traffic signals managed by the City. Traffic signals on SR75 are managed by Caltrans.

SCOPE OF WORK

The City of Imperial Beach has ongoing Capital Improvement Projects (CIPs), redevelopment and private land development applications and projects, traffic and civil design needs and public safety issues that periodically require traffic engineering services. The city is issuing this Request for Qualifications/Proposals (RFQ) to seek and retain a traffic engineering firm for as-needed services. The City anticipates an initial 3-year agreement with an option to renew the agreement annually for an additional twenty-four (24) months, for a maximum total of five (5) years.

The FY 16/17 two year CIP and Community Development projects budget is approximately \$14,000,000.

The following is a list of services that the Consultant should be able to provide. The consultant’s proposal should confirm these capabilities, as well as other additional expertise in traffic engineering:

- Signal design, modifications and timing
- Traffic impact studies
- Traffic operations analysis
- Worksite traffic control and operations
- Speed surveys
- Review recent and historical speed studies

- Research and review accident reports and calculate accident rates
- Attend meetings at City Hall or in field
- Presentations at City Council meeting and Public Safety meetings
- Lead neighborhood traffic management meetings
- Circulation Element updates
- Congestion management
- Traffic calming and bicycle facility design
- Traffic Engineering Peer Review
- Miscellaneous traffic safety and / or engineering consulting services as necessary
- Traffic striping plans
- Staff Training

GENERAL REQUIREMENTS

- A. Consultant's firm shall include California registered Traffic Engineer(s) and Civil Engineer(s).
- B. Consultant shall pay employees in accordance with California State Labor Code, Department of Industrial Relations, and/or California Code of Regulations, "prevailing wage," for position classifications that require prevailing wage compensation. When Consultant is required to pay prevailing wage compensation (as prescribed by the California Labor Code), Consultant shall submit certified payroll records with each invoice submitted for payment.
- C. Consultant shall be responsible for submitting plans to all the utilities when plans reach 60% of completion and include the utility reviews as part of the final plans ready for advertisement for bid.
- D. Mileage, material, equipment, permits, copies and faxes are not separately reimbursable expenses, but shall be provided as an individual item in the project bid cost.
- E. This Proposal shall be made part of the Contract Documents.
- F. Consultant must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 if consultant has employees who are subject to prevailing wage compensation. It is the responsibility of the consultant to insure that its business name appears in the DIR's registration data base (if applicable).

PUBLIC DISCLOSURE

As a general rule, documents received by the City are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than ten (10) days prior to the due date of your response. If you do not obtain a determination of confidentiality prior to the submission deadline, any document(s) submitted will be subject to public disclosure.

SUBMISSION FORMAT AND CONTENT

All respondents are required to follow the format specified below. The contents of the submission must be clear, concise, and complete. Each section of the submission shall be tabbed according to the numbering system shown below to aid in expedient information retrieval (NOTE: Respondents shall base their submission on the "Scope of Work.")

Submission Cover- Include the Request For Proposal's title and submission date, the name, address, fax number, and the telephone number of the principal firm. The contact name and e-mail address of the Project Manager should also be included.

Table of Contents – Include a complete and clear listing of headings and pages to allow easy reference to key information.

- I. Cover Letter- The cover letter should be brief (two pages maximum), and any changes to the format or deletions of requested materials should be explained in the cover letter. Describe how the delivery of services will be provided to the City, including the location of the firm's offices and the response time to the City's requests. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Identify the team members (i.e., joint partners and sub-consultants); and include the title and signature of the firm's contact person for this procurement. The signatory shall be a person with official authority to bind the company.
- II. Qualifications and Experience- Describe the team's experience in providing traffic engineering services and civil drawings. The firms' experiences in the past three (3) years specifically related to the scope of work shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the firm's project manager and the client's project manager for each listing. When listing sub-consultants, describe the listed experience and the exact tasks that each firm will perform.
- III. Project Personnel- Identify the contact person with primary responsibility for this project, other projects personnel, including partners and/or sub-consultants, and their individual areas of responsibility. The persons listed will be considered as committed to the project. A resume of each professional and technical person assigned to the project, including partners and/or sub-consultants, shall be submitted. The resumes shall include at least two references from recent previous assignments.
- IV. Task and deliverables – Describe consultants' typical protocol for the assigned tasks and deliverables to administer, manage, and deliver projects. A project's planning is critical to the City. In order to maintain control of project schedules from design through the end of an assigned project, this protocol is an essential consultant attribute. However the City acknowledges that tasks and deliverables will vary according to the Scope of Work.
- V. Insurance and Other Information- Describe the insurance coverage of the firms and any other pertinent information regarding this procurement.
- VI. Schedule of Rates – Provide a Schedule of Rates in a sealed envelope.

SUBMISSION SCHEDULE

The advertisement, receipt, and evaluation of submission, and the selection of the provider of consultant services will conform to the following schedule. (Note: These dates are provided for planning purposes and may be altered by the City as necessary to meet project goals.)

Advertisement of RFQ	<u>9-8-16</u>
Proposal Due Date	<u>9-29-16</u>
Proposal Review	<u>10-6-16</u>
Interviews	<u>10-13-16</u>
City Approval	<u>10-19-16</u>
Notice to Proceed	<u>11-1-16</u>

Two (2) original (one unbound and suitable for reproduction) and six (6) copies of the submission shall be delivered no later than **4:00 p.m.** on the Proposal Date listed above to:

Mr. H.A. (Hank) Levien, Public Works Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Copies received by FAX shall not be deemed received.

PROPOSAL REVIEW PROCESS

The City's Selection Committee will review submissions that meet the outlined requirements stated herein. The Committee will evaluate and rank most qualified firms, utilizing the selection criteria listed below. In the event that the Selection Committee requires an interview, it is mandatory that all principals firms and the designated project managers attend.

PROPOSAL EVALUATION CRITERIA

Proposals received by the City will be evaluated according to the criteria listed below:

- Conformance to the specified RFQ format;
- Organization, presentation, and content of the submission;
- Specialized experience of the firm(s), (including principal firms, joint venture-partners, and sub-consultants), considering the types of service required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project;
- Proposed tasks and deliverables to accomplish the work in a timely and professional manner;
- Ability to meet the insurance requirements as stated in the Terms and Conditions of the RFQ unless the City, at its sole discretion, decides to modify or waive the insurance requirements; and

TERMS AND CONDITIONS

Issuance of this RFQ does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the City Council.

The City retains the right to reject all submissions. Selection is also dependent upon the negotiation of a mutually acceptable agreement with the successful respondent. Each submission shall be valid for not less than one hundred twenty (120) days from the date of receipt.

INSURANCE

The firm(s) selected to perform the work described in this RFQ will be required to provide evidence of public liability and property damage insurance with limits of not less than \$1 million for injury to, or death of, one or more persons and/or property damage arising out of a single accident or occurrence insuring against all liability of the City of Imperial Beach, selected consultants, its subcontractor(s), and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the City. Professional liability insurance (errors and omissions) shall be required of said firm in the minimum amount of \$1 million. Said insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waived by the City.

DUE DILIGENCE

The information provided in this RFQ, including site description and planning requirements, is to assist respondents with information the City has assembled in this preliminary stage of the project. Any respondent selected will be expected to conduct its own due diligence in these and all matters prior to commencement of this development. The City makes no representations or warranties with respect to these matters.

CONFLICT OF INTEREST

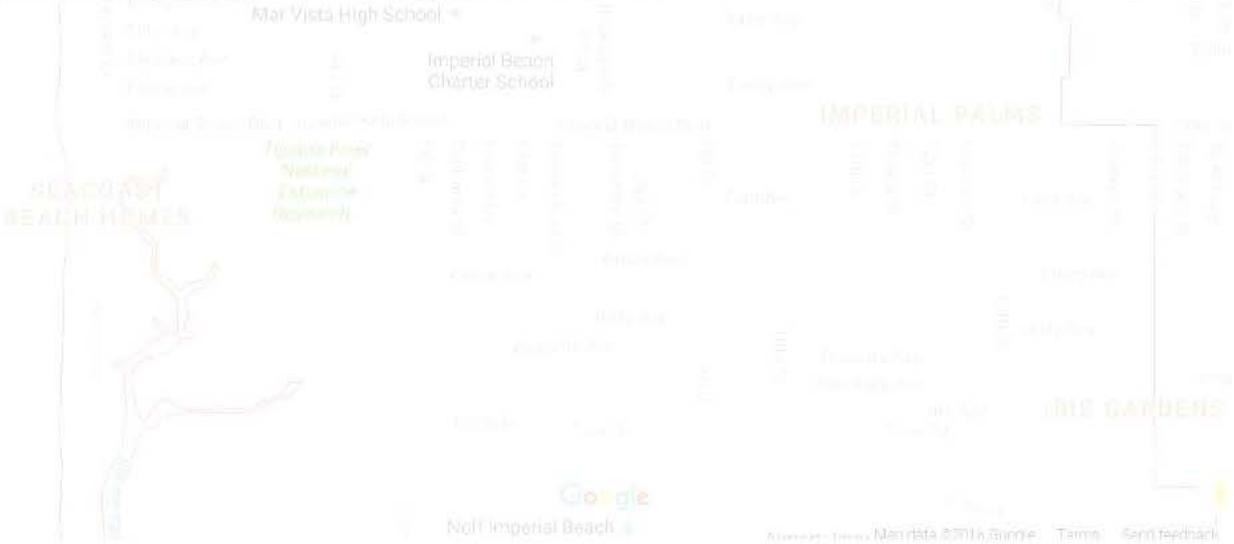
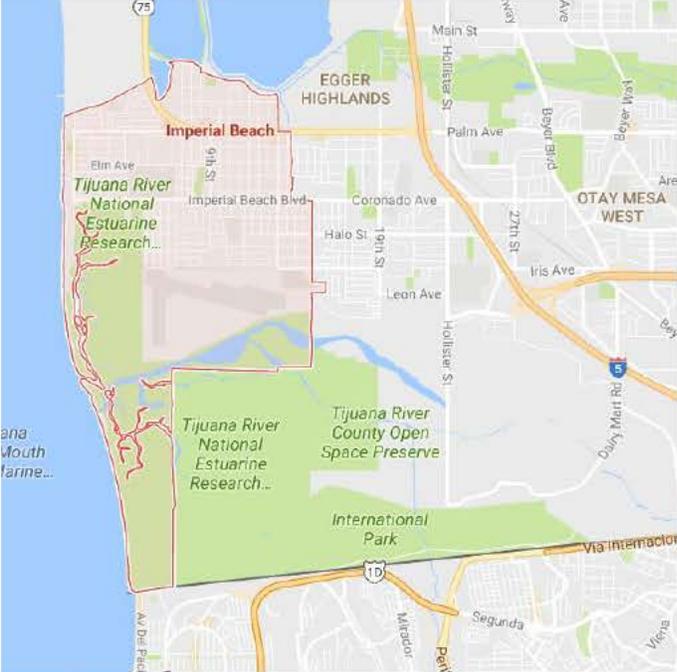
Please note that California Law makes it illegal for public officials or their employees to participate in the making of a contract in which he or she is financially interested. The law defines the making of a contract to include responding to Requests for Proposals. The law further defines a public official very broadly to include members of the advisory board that are not actual parties to contract. Prospective respondents who are aware of circumstances that could create a conflict of interest if a proposal is submitted are urged to contact the City immediately.

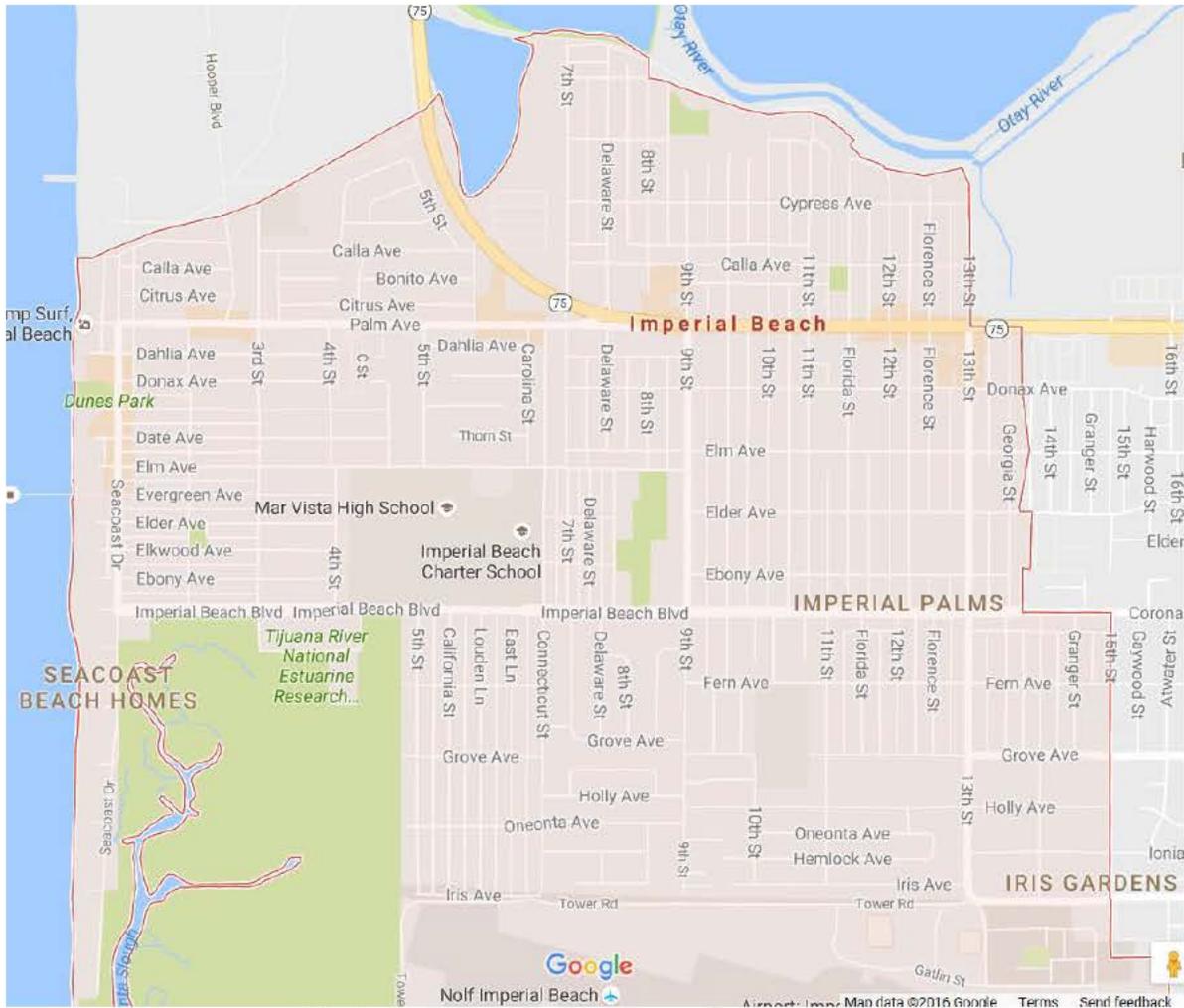
CITY CONTACT

The City looks forward to receiving a submission from you. If you have any questions regarding this RFQ, please contact the CIP Manager identified below:

Vicki Madrid
CIP Manager
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone (619) 424-2214
FAX (619) 429-4861

Email vmadrid@imperialbeachca.gov





CONSULTANT CONFLICT OF INTEREST QUESTIONNAIRE

The City of Imperial Beach Conflict of Interest Code requires consultants who make or participate in the making of governmental decisions to disclose their personal assets that might be materially affected by their official actions. Such consultants are required to file a Statement of Economic Interests within 30 days of beginning their duties under the terms of a contract services agreement with the City, on an annual basis thereafter during the term of the contract, and within 30 days of completion of services. Your answers on the following questionnaire will help to determine whether a consultant's scope of duties includes the making or participating in the making of governmental decisions which may foreseeably have a material effect on the consultant's own financial interests. Such consultants' statements of economic interests may also provide information to help you determine whether a particular consultant should be disqualified from taking certain actions to avoid a conflict of interest.

The following questionnaire should be completed for every individual assigned to provide consulting services by the company identified below.

Consultant Name _____

Company Name _____

Project Description _____

Term of Service Begins _____ Ends _____

Administering Dept _____

SIGNED _____ DATE _____

A. Will the consultant assist in making governmental decisions relating to:				
1. Approval of a rate, rule or regulation?	Yes		No	
2. Adoption or enforcement of a law?	Yes		No	
3. Issuance, denial, suspension or revocation of any permit, license, application, certificate, approval, order, or similar authorization or entitlement?	Yes		No	
4. Recommendation to the agency to enter into, modify, or renew a contract?	Yes		No	
5. Granting agency approval of a contract to which the agency is a party, or to the specifications for such a contract?	Yes		No	
6. Granting agency approval to a plan, design, report, study, or similar item?	Yes		No	
7. Adoption or approval of policies, standards, or guidelines for the agency, or for any subdivision thereof?	Yes		No	
B. Will the consultant serve in a staff capacity with the agency and in that capacity perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code?	Yes		No	
C. Will the consultant manage public investments?	Yes		No	



City of Imperial Beach, California

OFFICE OF THE CITY MANAGER

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

CITY MANAGER DETERMINATION REGARDING CONSULTANT FILING CONFLICT OF INTEREST STATEMENT

Pursuant to the duly adopted City of Imperial Beach Conflict of Interest Code, this document shall serve as the written determination regarding the following consultant, the retention of whose services are under consideration by the City of Imperial Beach:

Name of Consultant	
Company Name	
Services to be Rendered	

Based upon review of the attached Consultant Conflict of Interest Questionnaire, it is hereby determined that:

_____ This consultant's duties are limited in scope and thus will not be required to fully comply with the disclosure requirements in the City's Conflict of Interest Code.

_____ This consultant's duties are significant in scope and thus will be required to comply with the disclosure requirements in the City's Conflict of Interest Code.

A Statement of Economic Interests shall be filed with the City Clerk's Department no later than 30 days after the City Council's approval of the contract services agreement.

The consultant's Statement of Economic Interests shall disclose all financial interests within the following disclosure categories, as delineated in the City's Conflict of Interest Code:

Signed:

Andy Hall, AICP
City Manager

Date



Schedule of Rates – STC Traffic, Inc.

Attachment 3

Project Designation	Hourly Rate	Associated Staff
Principal Manager	\$195	Dawn Wilson, PE, TE Jason Stack, TE
Senior Project Manager	\$170	
Project Manager	\$150	Nick Minicilli, PE TE David Mizell, AICP, PTP
Construction Manager	\$150	Adam Lemberg
Project Technical Specialist	\$150	
Senior Project Engineer	\$140	Henry Trang, PE
Construction Engineer/Inspector	\$130	Faron Wage Chris Comes Paul Pace
Project Engineer	\$130	Christian Lambarth, EIT
Associate Engineer	\$115	Ashley Adamos, EIT Joseph Walters, EIT Brett Hanson
Assistant Engineer	\$100	Brandon Schlueter, EIT Nick Avlani, EIT
Engineering Technician	\$80	
Financial Account Manager	\$80	
Administrative/Clerical	\$60	
Engineering Intern	\$60	Ivan Gonzalez

Notes:

- *The Fee Schedule is effective through December 31, 2016.*
- *STC Traffic is a local business and there are no direct costs for mileage.*
- *Outsourced reimbursable expenses such as printing and reproductions, deliveries, and overnight services, computerized plotting, materials, shipping, postage, etc., will be charged to the client at the consultants cost without mark-up.*

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER AH

MEETING DATE: NOVEMBER 2, 2016

ORIGINATING DEPT.: PUBLIC WORKS CH

SUBJECT: AN INTRODUCTION OF ORDINANCE NO. 2016-1159, AMENDING SECTIONS 8.38.040 AND 8.38.050 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SUBMISSION AND REVIEW OF WASTE MANAGEMENT PLANS

EXECUTIVE SUMMARY:

The 2016 California Green Building Code becomes effective January 1, 2017. One of the new changes in the code requires additional construction and demolition waste material to be diverted from the landfill. The existing IBMC requires a minimum waste diversion of 50 percent while the 2016 Green Building Code increases this diversion requirement to 65 percent. Future updates to the Green Building Code in 2019 will likely further increase the minimum diversion requirements.

This ordinance resolution proposes minor modifications that will delete and replace the 50 percent diversion requirements in IBMC 8.38 to reference the California Green Building Code as the new standard for minimum construction and demolition waste diversion in the City.

FISCAL ANALYSIS:

There are no anticipated fiscal impacts to the City. The City's waste management service through EDCO already provides construction and demolition waste diversion that meet the new diversion goals in the California Green Building Code.

RECOMMENDATION:

That the City Council introduce Ordinance No. 2016-1159 amending Sections 8.38.040 and 8.38.050 of the Imperial Beach Municipal Code ("IBMC") and waives further reading of the ordinance.

OPTIONS:

- Receive this report with no comment; or
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

Integrated Waste Management Act (AB 939) was signed into law in 1989 and mandated local jurisdictions to meet a 50 percent landfill diversion target by the year 2000. Local jurisdictions and the waste recycling industry successfully met and exceeded the diversion targets in AB 939. One of the strategies the City implemented to meet this requirement was the adoption of IBMC Chapter 8.38 that established a 50 percent solid waste diversion goal for the recycling of construction and demolition waste.

The State has now established a new 75 percent solid waste diversion goal for the year 2020 that was signed into law in 2011 with AB 341. This new legislation directs the Department of Resources Recycling and Recovery (CalRecycle) to develop policies for the State to achieve this 75 percent diversion goal. One of these policy tools is the 2016 California Green Building Code update, which includes new requirements for the 65 percent diversion of construction and demolition waste. The California Green Building Code is updated on three year cycles and it is anticipated that the 2019 Green Building Code will further increase the minimum diversion requirements.

The attached ordinance will delete and replace the 50 percent diversion requirement in IBMC 8.38 to reference the California Green Building Code as the City's new standard for minimum construction and demolition waste diversion targets. This change is necessary to make the City's Ordinance consistent with State regulations.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. An Ordinance No. 2016-1159 Amending Sections 8.38.040 and 8.38.050 of the IBMC pertaining to the submission and review of Waste Management Plans
2. Redline of proposed revisions to Sections 8.38.040 and 8.38.050

ORDINANCE NO. 2016-1159

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING SECTIONS 8.38.040 AND 8.38.050 OF THE CITY OF IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SUBMISSION AND REVIEW OF WASTE MANAGEMENT PLANS

WHEREAS, the City of Imperial Beach ("City") is required to achieve solid waste landfill diversion goals set by the Department of Resources Recycling and Recovery (CalRecycle); and

WHEREAS, AB 341 established a 75 percent statewide solid waste diversion goal for the year 2020 and directed CalRecycle to develop policies for the State to achieve this diversion goal; and

WHEREAS, the 2016 California Green Building Code includes new requirements for the diversion of construction and demolition waste from construction projects; and

WHEREAS, the proposed updates to the Imperial Beach Municipal Code are necessary to update construction and demolition waste diversion targets.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AS FOLLOWS:

Section 1: Section 8.38.040(A)(5) of the Imperial Beach Municipal Code is hereby amended to read as follows:

Acknowledgement of Responsibility. The WMP shall be signed by both the contractor and owner indicating: (a) understanding of consequences of not meeting the minimum waste diversion requirement including being subject to fines, and (b) acknowledgement of responsibility for the actions of their subcontractors with regard to this diversion requirement;

Section 2: Section 8.38.050(A)(2) of the Imperial Beach Municipal Code is hereby amended to read as follows:

The WMP achieves the minimum waste diversion requirement set by the California Green Building Code for all C&D debris generated by the project.

Section 3: Section 8.38.050(B) of the Imperial Beach Municipal Code is hereby amended to read as follows:

Nonapproval. If the WMP compliance official determines that the WMP fails to: (1) list all C&D materials to be generated, (2) meet the minimum waste diversion standard of all C&D debris generated by the project that will be reused or recycled, or (3) to have both the contractor's and owner's signatures, he or she shall either:

1. Return the WMP to the applicant marked "Denied," including a statement of reasons; or
2. Return the WMP to the applicant marked "Further Information Required."

Section 4: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection,

subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 5: The City Clerk is directed to prepare and have published a summary of this Ordinance no less than five days prior to the consideration of its adoption and again within fifteen (15) days following adoption indicating votes cast.

EFFECTIVE DATE: This Ordinance shall take effect and be in full force and effect on January 1, 2017.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 2nd day of November 2016.

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 16th day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

8.38.040. Submission of waste management plan.

A. Waste Management Plan Forms. Applicants for construction or demolition permits involving a covered project shall complete and submit a waste management plan (“WMP”), on a WMP form approved by the City for this purpose, as part of the application packet for the construction or demolition permit. The WMP shall be submitted for review with the first plan check of an individual project or at the first check of a residential master plan in the case of a residential project. The completed WMP shall indicate all of the following:

1. The estimated total volume or weight of each construction and demolition debris material generated by the project;
2. The estimated total volume or weight of each construction and demolition debris material recycled or reused from the project;
3. The means that the applicant proposes to use to divert construction and demolition debris;
4. Describing Means of Diversion. In describing the means of diversion of construction and demolition waste other than salvage, the applicant shall state the approved facility that will be used, by material type. The WMP compliance official shall approve as an approved facility a facility for diversion that meets the requirements of this chapter. In describing the means of diversion of construction and demolition debris proposed for salvage, the applicant shall state the quantity and means of reuse;
5. Acknowledgement of Responsibility. The WMP shall be signed by both the contractor and owner indicating: (a) understanding of consequences of not meeting the ~~fifty percent~~minimum waste diversion requirement including being subject to fines, and (b) acknowledgement of responsibility for the actions of their subcontractors with regard to this diversion requirement;
6. Justification for Waiver of Diversion Requirement. In the event that diversion of all or some materials is infeasible, the applicant shall submit written justification with the WMP stating the reasons the diversion standards under this chapter are infeasible, and state how much material can be diverted, in accordance with Section 8.38.060 of this chapter;
7. Justification for Waiver of Salvage Requirement. In the event that salvage of all or some materials is infeasible, the applicant shall submit written justification with the WMP stating the reasons salvage is infeasible, in accordance with Section 8.38.060 of this chapter;
8. Amendments to WMP. If the applicant wishes to change the approved WMP prior to final building inspection, the applicant shall submit amendments to the WMP for written approval by the WMP compliance official.

B. Deconstruction. In preparing the WMP, applicants for building, demolition, or site development permits involving the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage prior to landfilling. Materials generated in this process shall be considered divertible C&D debris and included in the amount of waste generated. (Ord. 2005-1037 § 1, 2005)

8.38.050. Review of waste management plan.

A. Approval. Notwithstanding any other provision of this code, no building, demolition, or site development permits shall be issued for any covered project, nor shall any demolition, construction or renovation take place on any covered project, unless and until the WMP compliance official has approved

the WMP. The WMP compliance official shall only approve a WMP if he or she first determines that all of the following conditions have been met:

1. The WMP provides all of the information set forth in Section 8.38.040 of this chapter;
2. The WMP ~~indicates that at least fifty percent achieves the minimum waste diversion requirement set by the California Green Building Code~~ of for all C&D debris generated by the project ~~will be diverted~~.

If the WMP compliance official determines that these two conditions have been met, he or she shall mark the WMP “Approved” and return a copy of the WMP to the applicant.

B. Nonapproval. If the WMP compliance official determines that the WMP fails to: (1) list all C&D materials to be generated, (2) ~~indicate that at least fifty percent meet the minimum waste diversion standard~~ of all C&D debris generated by the project ~~that~~ will be reused or recycled, or (3) to have both the contractor’s and owner’s signatures, he or she shall either:

1. Return the WMP to the applicant marked “Denied,” including a statement of reasons; or
2. Return the WMP to the applicant marked “Further Information Required.” (Ord. 2005-1037 § 1, 2005)



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: NOVEMBER 2, 2016
ORIGINATING DEPT.: CITY ADMINISTRATION *ED*
SUBJECT: DISCUSSION IN RELATION TO THE RECOMMENDATION FROM THE PARKS & RECREATION COMMITTEE REGARDING A DOG PARK IN VETERANS PARK

EXECUTIVE SUMMARY:

For several months, staff has been exploring potential locations for the creation of a dog park in Imperial Beach. Staff will provide an update on those efforts and the recommendation from the Parks & Recreation Committee for placing a Dog Park in Veteran's Park. If the City Council is supportive of the proposed location, staff is seeking direction to create a proposal for consideration at a future City Council meeting.

FISCAL ANALYSIS:

Creation of a Dog Park will have a fiscal impact on the City's General Fund. The actual cost will vary based on the proposed improvements, amenities and administrative costs but is anticipated to be less than \$20,000.

RECOMMENDATION:

Staff recommends that the City Council consider the recommendation of the Parks & Recreation Committee to place a Dog Park in Veterans Park at the proposed location and direct staff to present a dog park proposal to City Council for approval and funding appropriation at a future meeting.

OPTIONS:

- Direct staff to return to City Council with a Dog Park proposal at the proposed location for approval and funding appropriation at a future City Council meeting as recommended by the Parks & Recreation Committee.
- Consider the recommendation of the Parks & Recreation Committee and provide alternative direction.
- Request additional information and an additional report.

BACKGROUND/ANALYSIS:

In June of this year, staff presented the Citywide Parks & Recreation Needs Assessment Survey results which identified dog parks/leash free areas as the 2nd most important facility needed in the City of Imperial Beach. As a result, the City Council directed the Parks & Recreation Committee

to form a dog park subcommittee to ensure the public is included in the design of the facility and so that the committee is able to receive and consider input and recommendations that can be forwarded to City Council for final action.

For several months, staff has been exploring potential locations for the creation of a dog park in Imperial Beach and recently met with the Parks & Recreation Committee to consider a space at Veteran's Park. Staff had recommended a location adjacent to the fence line of the Boys & Girls Club gym because it is not adjacent to residential properties; but the Boys & Girls Club expressed concern that its proximity to an entrance they use to access the park was not desirable and they would not support that location but would support other locations at Veterans Park.

After some discussion, the Parks & Recreation Committee voted to recommend the grass area south of the soccer field and east of the originally proposed location as indicated on the attached map. Staff has had initial discussion with the property owners effected by this new location and they all appear supportive. Staff will design the park to mitigate impact to their property including a secure easement to continue allowing property owner access to the park, heightening low areas of the property owner fence line to assist with privacy and security concerns due to increased usage of that area of the park along with other minor improvements as needed.

This site is large enough for dogs to exercise in a secured and fenced facility and is City owned. The location is also central and accessible to many residents of the community.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Map of proposed Dog Park at Veterans Park

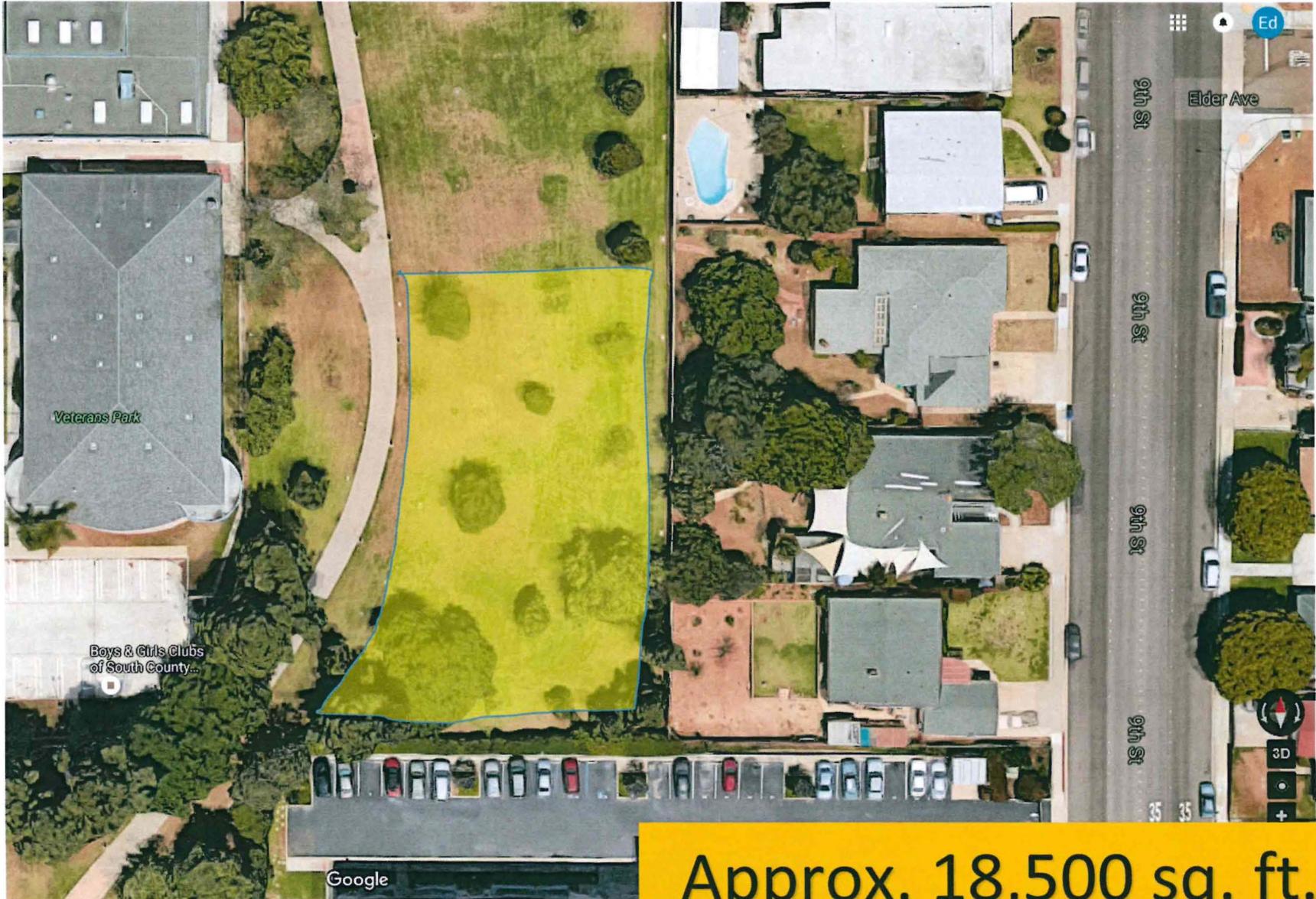
Proposed Location at Veterans Park

Overview of Veterans Park & Potential Dog Park Site

Attachment 1



Size of Potential Dog Park



Approx. 18,500 sq. ft.

Potential Site at Veterans Park



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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: NOVEMBER 2, 2016
ORIGINATING DEPT.: PUBLIC WORKS *CH*
SUBJECT: RESOLUTION 2016-7750 AWARDING THE DESIGN CONTRACT FOR THE SENIOR CENTER REBUILD (F16-501) PROJECT TO JEFF KATZ ARCHITECTURAL CORPORATION

EXECUTIVE SUMMARY:

Resolution 2016-7750 awards the design contract for the Senior Center Rebuild (F16-501) project to Jeff Katz Architectural Corporation. Staff prepared and advertised a Request for Qualifications (RFQ) for the design and construction documents for the Senior Center on September 1, 2016. The City received 14 proposals for this project. Staff reviewed and ranked the proposals and invited the top 4 applicants for a formal interview, which occurred on October 13, 2016. Through this process, the most qualified applicant identified for the design contract on the new Senior Center was Jeff Katz Architectural Corporation.

FISCAL ANALYSIS:

The Senior Center Rebuild project (F16-501) [design] was awarded \$192,456 of CDBG funds towards the project.

RECOMMENDATION:

Adopt Resolution 2016-7750 awarding the design contract for the Senior Center Rebuild project (F16-501) to Jeff Katz Architectural Corporation.

OPTIONS:

- Adopt Resolution 2016-7750 awarding the design contract for the Senior Center Rebuild project (F16-501) to Jeff Katz Architectural Corporation.
- Reject Resolution 2016-7750 and not award the design contract to Jeff Katz Architectural Corporation.
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

During the October 7, 2015 City Council meeting, Council discussed the merits of a remodel or a complete reconstruction of the Imperial Beach Marina Vista Senior Center using a 2-year allocation of CDBG funds. During the October 21, 2015 City Council meeting, Council approved Resolution 2015-7640 requesting allocation of fiscal year 2016-17 and fiscal year 2017-18 CDBG

funds towards the reconstruction / design of a new City Senior Center. On April 15, 2016 the City was notified by the County of San Diego Department of Housing and Community Development that the CDBG funding request for the Senior Center Rebuild design was approved. On May 18, 2016 City Council authorize Resolution 2016-7708 to accept the CDBG funds in the amount of \$192,456 and appropriate the CDBG funds to the Senior Center Rebuild project (F16-501) [design]. The project was also added to FY 2015-2016 and Fiscal Year 2016-2017 Two Year CIP Implementation Plan.

Staff prepared and advertised a Request for Qualifications (RFQ) for the design and construction documents for the Senior Center on September 1, 2016. The City received 14 proposals for this project. Staff reviewed and independently ranked the proposals and invited the top 4 applicants for a formal interview, which occurred on October 13, 2016. Through this process, the most qualified applicant identified for the design contract on the new Senior Center was Jeff Katz Architectural Corporation.

The scope of work for this project includes public outreach to identify the desired programmatic needs for the new Senior Center, public outreach in the development of concept designs with costs, presentation of concepts to the Design Review board and City Council, and the preparation of construction plans and bid documents.

Jeff Katz Architectural Corporation representatives, agreed to the terms of the Professional Services agreement as shown in Attachment 2. The schedule of rates in Attachment 3 along with the Proposal from Jeff Katz Architectural Corporation will become exhibits to the final professional services agreement.

ENVIRONMENTAL DETERMINATION:

Project is exempt from CEQA pursuant to CEQA Guidelines Section 15302(c): Replace or Reconstruction of Existing Utility Systems and Facilities.

Attachments:

1. Resolution No. 2016-7750
2. Professional Services Agreement
3. Schedule of Rates

RESOLUTION NO. 2016-7750

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDING THE DESIGN CONTRACT FOR THE SENIOR CENTER REBUILD (F16-501) PROJECT TO JEFF KATZ ARCHITECTURAL CORPORATION.

WHEREAS, City Council approved the allocation of \$192,456 of Community Development Block Grant funds for the Senior Center Rebuild (F16-501) project; and

WHEREAS, the City desires to hire an architect to design the Senior Center; and

WHEREAS, the City prepared and advertised a Request for Qualifications (RFQ) for the Senior Center design on September 1, 2016; and

WHEREAS, the City received 14 proposals; and

WHEREAS, City staff reviewed and ranked the proposals and invited the top 4 applicants for a formal interview; and

WHEREAS, Jeff Katz Architectural Corporation was the most qualified firm for the Senior Center Rebuild project; and

WHEREAS, the City has prepared a Professional Services Agreement for this project.

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 and incorporated herein.
2. The agreement with Jeff Katz Architectural Corporation, for Architectural Services is approved.
3. The City Manager is authorized to sign the Professional Services Agreement with Jeff Katz Architectural Corporation for the Senior Center Rebuild project.
4. The Public Works Director is authorized to give the Notice to Proceed to Jeff Katz Architectural Corporation.

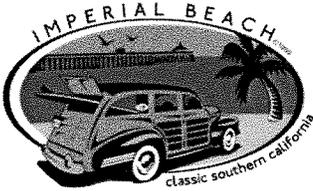
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 2nd day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES

FOR

SENIOR CENTER DESIGN

This Agreement, entered into this ____ day of _____, 20__, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and Jeff Katz Architecture Corporation (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires to hire an Architect to design the Senior Center; and

WHEREAS, CITY desires to hire the most qualified responsive proposal; and

WHEREAS, CONSULTANT is a(n) Architect firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

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

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Request for Qualifications for Consultant Services for Senior Center Design," attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.
- D. CONSULTANT shall be compensated for work completed, as approved by the City for basic services rendered under this Section 2, as more particularly described in Exhibit "A." CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.

- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The Public Works Director, currently H.A. Levien is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The term of this contract between CITY and CONSULTANT shall be the term or schedule set forth in Exhibit "A," or if no term or schedule is set forth in Exhibit "A", upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

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

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

Section 5. CHANGES.

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed, if approved, by both PARTIES before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

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

Section 7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records

with respect to all matters covered by this Agreement and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the PARTIES. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which CITY, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession. CONSULTANT shall obtain and maintain a City of Imperial Beach business license during the term of this Agreement.

Section 13. INSURANCE.

13.1. CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

13.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this Agreement.

13.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

13.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

13.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum

\$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

13.3.4. **Professional Liability.** If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.

13.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

13.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

13.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

13.6. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

13.7. Subcontractor Coverage. CONSULTANT shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

13.8. City Options. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either (1) immediately terminate this

Agreement, or (2) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

Section 15. INDEMNITY.

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

Section 16. TERMINATION.

CITY may terminate this Agreement at any time by giving ten (10) calendar days written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of

pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

CONSULTANT shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. The CONSULTANT's hiring or retaining of third PARTIES (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the PARTIES may, but are not required to, agree to submit such dispute to mediation. If both PARTIES agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

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

H. A. Levien
Public Works Director
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach CA 91932

Jeff Katz, Principal
Jeff Katz Architectural Corporation
6353 Del Cerro Boulevard
San Diego, CA 92120

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) business days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Exhibits, set forth the entire understanding of the PARTIES. There are no other understandings, terms or other agreements expressed or implied, oral or written. In the event there are conflicting provisions between the Agreement and any Exhibits, the Agreement provisions shall take precedence. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

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

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the applicable terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the applicable reporting requirements of the Political Reform Act and local ordinance. Specifically, within 30 days of receiving notice from the CITY that CONSULTANT has been determined by the CITY to have a reporting requirement under the Political Reform Act, see Exhibit "B", CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk .

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or

remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

Section 35. EXHIBITS INCORPORATED.

Exhibits "A" through "___" are incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF the PARTIES hereto have executed this Agreement the day and year first hereinabove written.

CONSULTANT/CONSULTANT:
Jeff Katz Architectural Corporation

CITY OF IMPERIAL BEACH,
A municipal corporation

Jeff Katz, Principal

Andy Hall, City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jennifer M. Lyon, City Attorney

H. A. Levien, Public Works Director

CITY OF IMPERIAL BEACH



REQUEST FOR QUALIFICATIONS

FOR

CONSULTANT SERVICES

FOR

SENIOR CENTER DESIGN

Public Works Department
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
(619) 423-3728

Date: September 1, 2016

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Attachments:

1. Professional Services Agreement

**CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA
REQUEST FOR QUALIFICATIONS
FOR
SENIOR CENTER DESIGN**

NOTICE ADVERTISING FOR QUALIFICATIONS

Sealed proposals will be received at the office of the Administrative Services Department, 825 Imperial Beach Boulevard, Imperial Beach, California, up to the hour of **4:00 p.m.**, on the **22nd** day of **September** for performing work as follows:

**CITY OF IMPERIAL BEACH
REQUEST FOR QUALIFICATIONS
FOR
SENIOR CENTER DESIGN**

The proposal shall be enclosed in a sealed envelope addressed to the City of Imperial Beach, California, or if sent by messenger, shall be delivered to the Administrative Services Department, City Hall, 825 Imperial Beach Boulevard, Imperial Beach, California. **The envelope shall be plainly marked on the upper left hand corner with the name and address of the bidder and bear the words "Proposal For" followed by the name of the item and the date and hour of the bid closing.**

Copies of the RFQ may also be acquired (1) from the City's website (www.imperialbeachca.gov), (2) from Construction Bidboard (www.ebidboard.com), or (3) via email (send requests to rotero@imperialbeachca.gov).

The City Council reserves the right to reject any or all proposals and to waive any irregularity or informality in any proposal to the extent permitted by law. The City reserves the right to change, amend, modify or cancel this RFQ process at any time.

INTRODUCTION

Imperial Beach is the “Most Southwesterly City in the Continental United States,” and was incorporated as a General Law City in 1956. It is bordered on the north by a U.S. Naval Communication Station within the City of Coronado’s jurisdiction and the southern shore of San Diego Bay, on the east by the City of San Diego, on the south by the U.S./Mexican border, and on the west by the Pacific Ocean.

The City’s population is 26,337 based on 2010 U.S. Census, and is 4.5 square miles in area, 40-percent of which is open space. The terrain is generally flat to gently sloping. The highest ground elevation is 45 feet above sea level; however, the major portion of the area is below 30 feet in elevation. Located between the discharge of two drainage basins and close to the ocean, the City has a high ground water table, which tends to fluctuate with tidal conditions. Its coastal setting and Mediterranean climate provided a unique and attractive living environment. The community enjoys a variety of excellent views and recreational opportunities. Imperial Beach is a destination for surfing, walking, bird watching, bicycling, fishing, and other shore and marine activities. Currently there are a total of 9,783 housing units, of which 5,944 are multi-family units within the City.

SANDAG projects housing and population increased as follows:

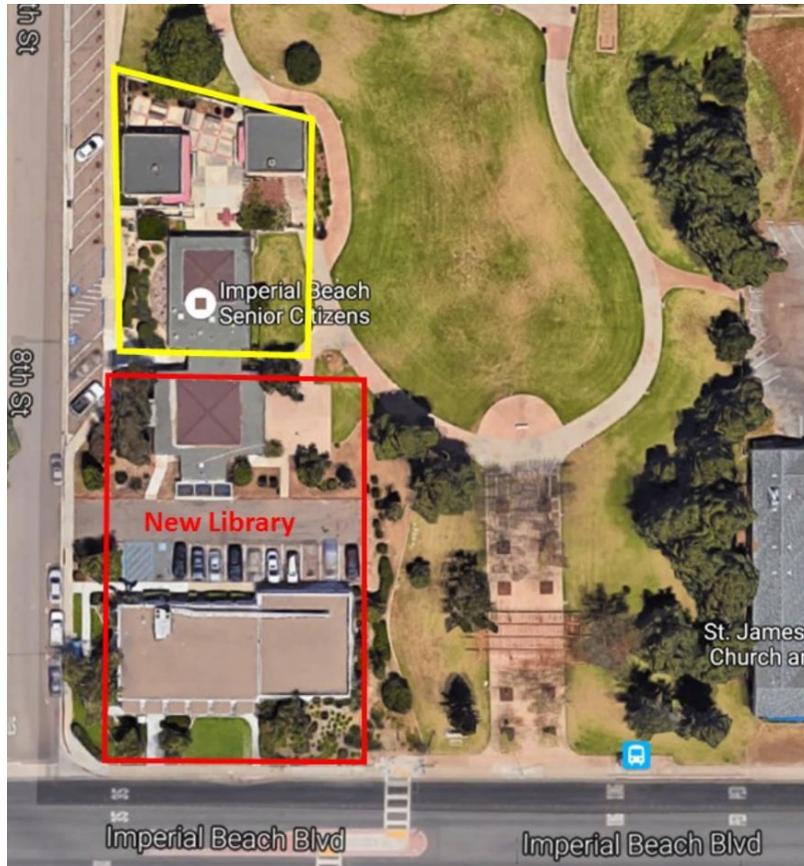
	<u>2020</u>	<u>2030</u>
Population	30,026	32,797
Housing Units	10,260	10,919

SCOPE OF WORK

The City of Imperial Beach is soliciting Request for Qualifications for a consultant design team experienced in the design of Senior Centers. The current Senior Center located at 1075 8th Street will be demolished and replaced with a new facility that enhances the recreational activities for seniors and also serves as a location for community events and meetings. The Consultant team will be responsible for:

- Conducting two (2) community workshops to obtain input on the desired programmatic needs for the new Senior Center
- Prepare three (3) concept designs with estimated construction costs for the Senior Center based on the community vision
- Plan for two (2) concept review meetings with City staff
- Plan for one (1) presentation to City Council to select the preferred concept design
- Prepare a complete set of construction bid documents both plans and specifications
- Submit construction document to City Staff for review at 60%, 90% and 100% of completion of the contract documents

The City has authorized Community Development Block Grant funding in the amount of \$192,000 towards this project. The anticipated completion date for the project is May 1, 2017.



The Imperial Beach Senior Center is outlined in yellow and is located north of the Imperial Beach Library and adjacent to Veteran's Park. The existing building footprint for the Senior Center occupies 3,500 ft² with three detached buildings.

GENERAL REQUIREMENTS

- A. Consultant's firm shall be licensed in the State of California to develop architectural construction plans
- B. When directed by the Public Works Director or other designated City authority, consultant shall provide a written project status report on tasks as assigned and at the periodicity specified by that authority but not to exceed two times per month.
- C. Architect firm shall be responsible for submitting plans to all the utilities when plans reach 60% of completion.
- D. Mileage, material, equipment, permits, copies and faxes are not separately reimbursable expenses, but shall be provided as an individual item in the project bid cost.
- E. This Proposal shall be made part of the Contract Documents.
- F. The Architect firm must demonstrate previous experience in the design of public facilities similar to Senior Centers

PUBLIC DISCLOSURE

As a general rule, documents received by the City are considered public records and will be made available for public inspection and copying upon request. If you consider any documents submitted with your response to be proprietary or otherwise confidential, please submit a written request for a determination of whether the documents can be withheld from public disclosure no later than ten (10) days prior to the due date of your response. If you do not obtain a determination of confidentiality prior to the submission deadline, any document(s) submitted will be subject to public disclosure.

SUBMISSION FORMAT AND CONTENT

All respondents are required to follow the format specified below. The contents of the submission must be clear, concise, and complete. Each section of the submission shall be tabbed according to the numbering system shown below to aid in expedient information retrieval (NOTE: Respondents shall base their submission on the "Scope of Work.")

Submission Cover- Include the Request For Qualifications title and submission date, the name, address, fax number, and the telephone number of the principal firm. The contact name and e-mail address of the Project Manager should also be included.

Table of Contents – Include a complete and clear listing of headings and pages to allow easy reference to key information.

- I. Cover Letter - The cover letter should be brief (two pages maximum), and any changes to the format or deletions of requested materials should be explained in the cover letter. Describe how the delivery of services will be provided to the City, including the location of the firm's offices and the response time to the City's requests. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Identify the team members (i.e., joint partners and sub-consultants); and include the title and signature of the firm's contact person for this procurement. The signatory shall be a person with official authority to bind the company. Include acknowledgement of the "Professional Services Agreement" template and any proposed exceptions thereto.
- II. Qualifications and Experience - Describe the team's experience in providing services as shown in the "Scope of Work" section above. The firms' experiences in the past five (5) years specifically related to the scope of work shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the firm's project manager and the client's project manager for each listing. When listing sub-consultants, describe the listed experience and the exact tasks that each firm will perform.
- III. Project Personnel - Identify the contact person with primary responsibility for this project, other projects personnel, including partners and/or sub-consultants, and their individual areas of responsibility. The persons listed will be considered as committed to the project. A resume of each professional and technical person assigned to the project, including partners and/or sub-consultants, shall be submitted. The resumes shall include at least two references from recent previous assignments.

- IV. Task and deliverables – Describe the tasks and deliverables to administer, manage, and successfully complete concept designs and a final set of construction plans for the Senior Center. Provide a schedule to complete the work.
- V. Insurance and Other Information- Describe the insurance coverage of the firms and any other pertinent information regarding this procurement.
- VI. Schedule of Rates – Provide a Schedule of Rates in a sealed envelope.

SUBMISSION SCHEDULE

The advertisement, receipt, and evaluation of submission, and the selection of the provider of consultant services will conform to the following schedule. (Note: These dates are provided for planning purposes. And may be altered by the City as necessary to meet project goals.)

Advertisement of RFQ	<u>Sept 1st</u>
Proposal Due Date	<u>Sept 22nd</u>
Proposal Review	<u>Sept 30th</u>
Interviews	<u>Oct 7th</u>
City Approval	<u>Oct 19th</u>
Notice to Proceed	<u>Oct 20th</u>

Two (2) original (one unbound and suitable for reproduction) and six (6) copies of the submission shall be delivered no later than **4:00 p.m.** on the Proposal Date listed above to:

Mr. H.A. (Hank) Levien, Director of Public Works
 City of Imperial Beach
 825 Imperial Beach Blvd.
 Imperial Beach, CA 91932

Copies received by FAX shall not be deemed received.

PROPOSAL REVIEW PROCESS

The City’s Selection Committee will review submissions that meet the outlined requirements stated herein. The Committee will “short-list” the most qualified firms, utilizing the selection criteria listed below. In the event that the Selection Committee requires an interview, it is mandatory that all principals firms and the designated project managers attend.

PROPOSAL EVALUATION CRITERIA

Proposals received by the City will be evaluated according to the criteria listed below:

- Conformance to the specified RFQ format;
- Organization, presentation, and content of the submission;
- Specialized experience of the firm(s), (including principal firms, joint venture-partners, and sub-consultants), considering the types of service required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project;

- Proposed tasks and deliverables to accomplish the work in a timely and professional manner;
- Ability to meet the insurance requirements as stated in the Terms and Conditions of the RFQ unless the City, at its sole discretion, decides to modify or wave the insurance requirements; and
- Financial terms offered.

TERMS AND CONDITIONS

Issuance of this RFQ does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the City Council.

The City retains the right to reject all submissions. Selection is also dependent upon the negotiation of a mutually acceptable agreement with the successful respondent. Each submission shall be valid for not less than one hundred twenty (120) days from the date of receipt.

INSURANCE

The firm(s) selected to perform the work described in this RFQ will be required to provide evidence of public liability and property damage insurance with limits of not less than \$1 million for injury to, or death of, one or more persons and/or property damage arising out of a single accident or occurrence insuring against all liability of the City of Imperial Beach, selected consultants, its subcontractor(s), and its authorized representatives, arising out of, or in connection with, the performance of work under the contract with the City. Professional liability insurance (errors and omissions) shall be required of said firm in the minimum amount of \$1 million. Said insurance shall be provided at the sole cost and expense of the firm selected, unless the requirement is modified or waved by the City.

DUE DILIGENCE

The information provided in this RFQ, including site description and planning requirements, is to assist respondents with information the City has assembled in this preliminary stage of the project. Any respondent selected will be expected to conduct its own due diligence in these and all matters prior to commencement of this development. The City makes no representations or warranties with respect to these matters.

CONFLICT OF INTEREST

Please note that California Law makes it illegal for public officials or their employees to participate in the making of a contract in which he or she is financially interested. The law defines the making of a contract to include responding to Requests for Proposals. The law further defines a public official very broadly to include members of the advisory board that are not actual parties to contract. Prospective respondents who are aware of circumstances that could create a conflict of interest if a proposal is submitted are urged to contact the City immediately.

AGENCY CONTACT

The City looks forward to receiving a submission from you. If you have any questions regarding this RFQ, please contact the Assistant Public Works Director identified below:

Chris Helmer
Assistant Public Works Director
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone (619) 628-1370
FAX (619) 429-4861
Email chelmer@imperialbeachca.gov

PROFESSIONAL SERVICES CONTRACT

Attachment 1 to this RFQ is a copy of the City of Imperial Beach's standard Professional Services Contract. Please review this document carefully and note in your proposal any exceptions or alterations to the contract that you are requesting. Alterations or changes to the contract that were not included in the proposal will not be made after the selection of the consultant.

MWBE GUIDE

This is a project funded by a community development block grant and the following executive orders are included for reference:

Executive Order 11625

President Nixon issued Executive Order 11625 on October 13, 1971 authorizing the Secretary of Commerce to coordinate plans, programs and operations of the Federal government that would affect Minority Business Enterprises (MBE). Heads of Federal agencies are to furnish information, assistance and reports on MBE activity as requested by the Secretary of Commerce as well as develop and implement systematic data collection processes which will provide the Office of Minority Business Enterprise Information Center current data helpful to evaluating and promoting MBE efforts.

Executive Order 12138 (WBE)

On May 18, 1979, President Carter issued Executive Order 1238 creating a National Women's Business Enterprise Policy and prescribing arrangements for developing, coordinating and implementing a national program for Women's Business Enterprise. The Order directs each Federal agency to take appropriate action to facilitate, preserve and strengthen women's business enterprise by ensuring their participation in all business related activities including procurement. The head of each agency is to designate a high level official to have responsibility for the participation and cooperation of that agency in carrying out the Order. In regard to grants making and cooperative agreements, this Executive Order 12138 directs Federal agencies to issue regulations requiring the recipient of such assistance to take appropriate affirmative action in support of Women's Business Enterprise and to prohibit actions or policies which discriminate against women's business enterprise on the basis of sex.

Executive Order 12432

President Reagan signed Executive Order 12432 on July 14, 1983 directing each Federal agency having substantial procurement or grant making authority to:

- a) Develop a minority business development plan and establish programs concerning provision of direct assistance, procurement assistance and management and technical assistance to MBEs.
- b) Establish MBE programs consistent with Section 211 of P.L. 95-507 to develop and implement incentive techniques to encourage greater minority business subcontracting by Federal prime contractors.
- c) Encourage recipients of Federal grants and cooperative agreements to achieve reasonable minority business participation in contracts let as a result of its grants and agreements.
- d) Furnish an annual report regarding the implementation of their program to the Secretary of Commerce.

CONSULTANT CONFLICT OF INTEREST QUESTIONNAIRE

The City of Imperial Beach Conflict of Interest Code requires consultants who make or participate in the making of governmental decisions to disclose their personal assets that might be materially affected by their official actions. Such consultants are required to file a Statement of Economic Interests within 30 days of beginning their duties under the terms of a contract services agreement with the City, on an annual basis thereafter during the term of the contract, and within 30 days of completion of services. Your answers on the following questionnaire will help to determine whether a consultant's scope of duties includes the making or participating in the making of governmental decisions which may foreseeably have a material effect on the consultant's own financial interests. Such consultants' statements of economic interests may also provide information to help you determine whether a particular consultant should be disqualified from taking certain actions to avoid a conflict of interest.

The following questionnaire should be completed for every individual assigned to provide consulting services by the company identified below.

Consultant Name _____

Company Name _____

Project Description _____

Term of Service Begins _____ Ends _____

Administering Dept _____

SIGNED

DATE

A. Will the consultant assist in making governmental decisions relating to:				
1. Approval of a rate, rule or regulation?	Yes		No	
2. Adoption or enforcement of a law?	Yes		No	
3. Issuance, denial, suspension or revocation of any permit, license, application, certificate, approval, order, or similar authorization or entitlement?	Yes		No	
4. Recommendation to the agency to enter into, modify, or renew a contract?	Yes		No	
5. Granting agency approval of a contract to which the agency is a party, or to the specifications for such a contract?	Yes		No	
6. Granting agency approval to a plan, design, report, study, or similar item?	Yes		No	
7. Adoption or approval of policies, standards, or guidelines for the agency, or for any subdivision thereof?	Yes		No	
B. Will the consultant serve in a staff capacity with the agency and in that capacity perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code?	Yes		No	
C. Will the consultant manage public investments?	Yes		No	



City of Imperial Beach, California

OFFICE OF THE CITY MANAGER

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

CITY MANAGER DETERMINATION REGARDING CONSULTANT FILING CONFLICT OF INTEREST STATEMENT

Pursuant to the duly adopted City of Imperial Beach Conflict of Interest Code, this document shall serve as the written determination regarding the following consultant, the retention of whose services are under consideration by the City of Imperial Beach:

Name of Consultant	
Company Name	
Services to be Rendered	

Based upon review of the attached Consultant Conflict of Interest Questionnaire, it is hereby determined that:

_____ This consultant's duties are limited in scope and thus will not be required to fully comply with the disclosure requirements in the City's Conflict of Interest Code.

_____ This consultant's duties are significant in scope and thus will be required to comply with the disclosure requirements in the City's Conflict of Interest Code.

A Statement of Economic Interests shall be filed with the City Clerk's Department no later than 30 days after the City Council's approval of the contract services agreement.

The consultant's Statement of Economic Interests shall disclose all financial interests within the following disclosure categories, as delineated in the City's Conflict of Interest Code:

Signed:

Andy Hall, AICP
City Manager

Date

HOURLY RATE SCHEDULE

The following rates apply to work performed on an hourly basis.

Principal Architect	\$ 195.00 per hour
Project Architect	\$ 155.00 per hour
Project Manager	\$ 140.00 per hour
Job Captain	\$ 125.00 per hour
Specification Writer	\$ 135.00 per hour
Construction Administrator	\$ 150.00 per hour
Drafter	\$ 100.00 per hour
Secretarial	\$ 80.00 per hour
Structural Engineer.....	\$ 180.00 per hour
Civil Engineer	\$ 180.00 per hour
Mechanical Engineer	\$ 195.00 per hour
Electrical Engineer	\$ 160.00 per hour
Landscape Architect	\$ 150.00 per hour

Reimbursable Expenses will be charged at 1.1 times the direct cost.

Note: These rates will remain in effect until December 31, 2017, at which time they may be adjusted as a result of salary reviews

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: NOVEMBER 2, 2016
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT *ST*
SUBJECT: RESOLUTION NO. 2016-7748 TO AWARD PROFESSIONAL SERVICE CONTRACT TO KEYSER MARSTON ASSOCIATES (KMA) TO PREPARE A COST/BENEFIT ANALYSIS FOR THE PROPOSED RELINQUISHMENT OF STATE ROUTE 75 (SR) 75

EXECUTIVE SUMMARY:

In September of 2016, State of California Governor Brown, signed Assembly Bill (AB) 1500, enabling the California Transportation Commission (CTC), to relinquish SR 75 through the Cities of Imperial Beach and San Diego. Relinquishment in this context is defined as "conveyance of all rights, title, interests, liability, and maintenance responsibilities of a State highway". Relinquishment is typically pursued by cities to control street function, design, traffic management and permitting and in the case of Imperial Beach, would facilitate the realization of the Palm Avenue Master Plan. In order to understand the costs associated with relinquishment, it is prudent to perform a comprehensive study of the advantages and disadvantages from an economic perspective. Resolution No. 2016-7748 awards a professional service contract to Keyser Marston Associates (KMA) for the preparation of a cost/benefit analysis for the proposed relinquishment of State Route (SR) 75.

FISCAL ANALYSIS:

The work authorized in the Professional Services agreement will cost \$39,500 and would come from the City's General Fund, which may be eligible for reimbursement from the City's Gas Tax Fund.

RECOMMENDATION:

Adopt Resolution No. 2016-7748 awarding the professional services contract with KMA to prepare a cost benefit analysis for the proposed relinquishment of SR 75.

OPTIONS:

- Adopt Resolution No. 2016-7748 and award consultant contract to KMA;
- Defer Resolution No. 2016-7748 and request additional information;
- Reject Resolution No. 2016-7748.

BACKGROUND/ANALYSIS:

The vision of Palm Avenue, aka SR 75, can be traced back over the last two decades and is manifest in various planning documents such as The Big Picture, which was completed in 2000 and more recently the Palm Avenue Commercial Corridor Master Plan completed in 2015. The vision has common themes of making SR 75 a well-designed, multi-modal transportation corridor that is neighborhood friendly, active, commercially vibrant, and beautifully landscaped. In order to realize this vision, the need for relinquishment becomes more and more evident because the objectives, between a "Main Street" and "Highway", are not 100% aligned. For instance, with a State Route, there is typically more of an emphasis on through-put vehicular traffic and associated specific engineering standards than landscape aesthetics and multi-modal accommodation/emphasis. These seemingly unaligned objectives can co-exist, although when the state regulatory authority has requirements that do not specifically address a local issue or local emphasis, the process for deviating can seem daunting and take time, which in many cases causes the need for the change, i.e. a development opportunity, to simply go away and stymie the vision a community has for its corridor. This is not uncommon to localities throughout the state of California, nor for municipalities in other states such as Colorado, Nevada, and Florida to name a few, and is one major reason why municipalities consider relinquishment.

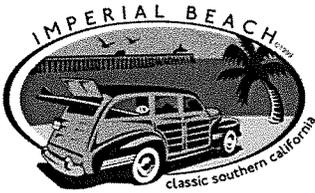
Prior to the effectuation of relinquishment, there are a number of processes/steps precedent that cities and states must undergo for the technical relinquishment to occur. In California, one step is to seek legislation to authorize a relinquishment, which is the case for Imperial Beach, and following that process, prior to City authorization/acceptance; it is prudent for the City to undergo a cost benefit analysis to ensure that acquiring the State Route makes economic sense. Therefore, City Staff has met with and received a proposal for professional services from KSA to undertake a cost benefit analysis on SR 75. The information derived from this study will provide the City Council and Staff with the information necessary for understanding the advantages and disadvantages associated with relinquishment so an informed decision may be made.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Agreement for Professional Services;
2. Resolution 2016-7748



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, entered into this ____ day of _____, 2016, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and Keyser Marston Associates, Inc. (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires to obtain professional services related to a State Route 75 relinquishment cost/benefit analysis for the City of Imperial Beach; and

WHEREAS, CONSULTANT is a qualified firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

Section 1. EMPLOYMENT OF CONSULTANT.

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

Section 2. SCOPE OF SERVICES AND COMPENSATION.

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Proposal" in the section entitled "Scope of Services" attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.
- D. CONSULTANT shall be compensated for work completed, not to exceed **\$39,500** for basic services rendered under this Section 2, as more particularly described in Exhibit "A" under the "Budget" section. CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.
- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in

writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

Section 3. PROJECT COORDINATION AND SUPERVISION.

Paul C. Marra is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

Section 4. LENGTH OF CONTRACT.

The term of this contract between CITY and CONSULTANT shall be for 90 days as set forth in Exhibit "A," unless terminated sooner in accordance with Section 16 below.

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

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

Section 5. CHANGES.

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed, if approved, by both PARTIES before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

Section 6. OWNERSHIP OF DOCUMENTS.

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

Section 7. AUDIT OF RECORDS.

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

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

Section 8. PUBLICATION OF DOCUMENTS.

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided by written agreement between the PARTIES. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

Section 9. COVENANT AGAINST CONTINGENT FEES.

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Section 10. NO ASSIGNMENTS.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein to Chen Ryan, or to which CITY, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

Section 11. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

Section 12. LICENSES, PERMITS, ETC.

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT

represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession. CONSULTANT shall obtain and maintain a City of Imperial Beach business license during the term of this Agreement.

Section 13. INSURANCE.

13.1. CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

13.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice of cancellation or non-renewal of the policy or policies, or ten (10) days prior written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of this Agreement.

13.3. Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

13.3.1. **Commercial General Liability (CGL).** If checked the CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1,000,000.00 per occurrence and subject to an annual aggregate of \$2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

13.3.2. **Commercial Automobile Liability.** If checked the CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3. **Workers' Compensation.** If checked the CONSULTANT shall maintain Worker's Compensation insurance for all of the CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

13.3.4. Professional Liability. If checked the CONSULTANT shall also maintain Professional Liability (errors and omissions) coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate. The CONSULTANT shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY's exposure to loss. All defense costs shall be outside the limits of the policy.

13.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

13.5.1. The CITY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY's additional insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

13.5.2. The policies are primary and non-contributory to any insurance that may be carried by the CITY, as reflected in an endorsement which shall be submitted to the CITY.

13.6. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

13.7. Subcontractor Coverage. CONSULTANT shall also require each of its subcontractors to maintain insurance coverage that meets all the requirements of this Agreement.

13.8. City Options. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either (1) immediately terminate this Agreement, or (2) take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

Section 14. CONSULTANT NOT AN AGENT.

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

Section 15. INDEMNITY.

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

Section 16. TERMINATION.

CITY may terminate this Agreement at any time by giving ten (10) calendar days written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

Section 17. NON-DISCRIMINATION.

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

clause.

Section 18. GENERAL CONDITIONS.

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

Section 19. OFFICE SPACE AND CLERICAL SUPPORT.

CONSULTANT shall provide its own office space and clerical support at its sole cost and expense.

Section 20. SUBCONTRACTORS.

20.1. The CONSULTANT's hiring or retaining of third PARTIES (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

Section 21. CONFIDENTIAL RELATIONSHIP.

CITY may from time to time communicate to CONSULTANT certain information to enable CONSULTANT to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent

of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

Section 22. MEDIATION.

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the PARTIES may, but are not required to, agree to submit such dispute to mediation. If both PARTIES agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

Section 23. NOTICES.

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

City Manager City of Imperial Beach 825 Imperial Beach Blvd. Imperial Beach CA 91932	Keyser Marston Associates Paul Marra 555 West Beech Street, Suite 460 San Diego, CA 92101
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Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) business days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 24. CALIFORNIA LAW; VENUE.

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the County of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

Section 25. ENTIRE AGREEMENT.

This Agreement, and its Exhibit, set forth the entire understanding of the PARTIES. There are no other understandings, terms or other agreements expressed or implied, oral or written. In the event there are conflicting provisions between the Agreement and any Exhibit, the Agreement provisions shall take precedence. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

Section 26. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

Section 27. TIME IS OF ESSENCE.

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

Section 28. COMPLIANCE WITH LAW.

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

Section 29. STATEMENT OF EXPERIENCE.

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the applicable terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the applicable reporting requirements of the Political Reform Act and local ordinance. Specifically, within 30 days of receiving notice from the CITY that CONSULTANT has been determined by the CITY to have a reporting requirement under the Political Reform Act, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk .

Section 31. RESPONSIBILITY FOR EQUIPMENT.

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

Section 32. NO WAIVER.

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

Section 33. DRAFTING AMBIGUITIES.

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

Section 34. CONFLICTS BETWEEN TERMS.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

Section 35. EXHIBITS INCORPORATED.

Exhibit "A" is incorporated into the Agreement by this reference.

Section 36. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF the PARTIES hereto have executed this Agreement the day and year first hereinabove written.

CITY OF IMPERIAL BEACH,
A municipal corporation

KEYSER MARSTON ASSOCIATES
CONSULTANT/CONSULTANT:

City Manager

Name/Title of Signatory

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

City Attorney

[Department Head]



KEYSER MARSTON ASSOCIATES
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

October 11, 2016

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

Mr. Andy Hall, AICP
City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

SAN FRANCISCO
A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

Re: Proposal for Consulting Services
State Route (SR) 75 Relinquishment Cost/Benefit Analysis

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMÉY

Dear Andy:

As a follow-up to our recent meeting, this letter presents the Keyser Marston Associates, Inc. (KMA) proposal to prepare a cost/benefit analysis for the proposed relinquishment of State Route (SR) 75.

SAN DIEGO
PAUL C. MARRA

BACKGROUND

The City of Imperial Beach (City) is in the process of evaluating the relinquishment of SR 75 (Palm Avenue) from State of California Department of Transportation (CalTrans) ownership to the City. CalTrans is currently responsible for operations, maintenance, and capital improvements for SR 75. Relinquishment is defined as “conveyance of all rights, title, interests, liability, and maintenance responsibilities of a State highway”. Cities typically pursue relinquishment of State highways within their communities in order to control street function, design, traffic management, and permitting processes along the route. In sum, relinquishment enables cities to transform State highway facilities into complete, multi-modal streets that encourage walkability and mixed-use development along the route.

In September 2016, the California Governor Brown signed Assembly Bill (AB) 1500, enabling the California Transportation Commission (CTC) to relinquish SR 75 through the Cities of Imperial Beach and San Diego. Once CalTrans has issued, and the CTC has approved, the final Project Scope Summary Report (PSSR), the City Council will be able to approve the relinquishment. Under the terms of the relinquishment, CalTrans would pay the City \$5.3 million to cover the cost of certain capital improvements to remedy substandard conditions of the existing roadway. Relinquishment of SR 75 is also necessary in order for the City to fully implement the Palm Avenue Master Plan, its long-term vision for transformation of this primary commercial spine into a vibrant pedestrian- and

bicycle-friendly “main street” corridor composed of distinct districts and nodes. The intent of the Master Plan is that revitalizing the street through an urban design framework and design guidelines will shape new development opportunities and spur private investment.

OBJECTIVE AND APPROACH

The City has identified the need for a comprehensive study of the advantages and disadvantages of the proposed relinquishment from an economic perspective. Specifically, the City seeks to estimate the potential revenue and expenditure impacts on the City’s General Fund. The City is also interested in assessing the potential economic development benefits resulting from relinquishment. The KMA work program outlined in the balance of this letter has been formulated to address these objectives. In developing our approach, KMA has teamed with transportation consultants Chen Ryan Associates to evaluate: (1) operating and maintenance costs, and (2) capital improvement and repair costs. Chen Ryan will also assist in assessing the probable impacts of relinquishment, and ultimately build-out of the Master Plan, on private development opportunities.

SCOPE OF SERVICES

Phase 1: Initiation and Reconnaissance

- A. KMA and Chen Ryan will participate in an initiation meeting and field tour. We will collect and review available studies and background information.
- B. KMA will conduct industry research regarding comparable case studies of relinquishment, including “before”/”after” economic factors. To the extent available, we will review information on the two most recent local examples of State highway relinquishments – Balboa Avenue and Rosecrans Avenue in the City of San Diego. We will identify the key advantages and disadvantages found for each case study, and profile typical fiscal impacts and/or economic benefits.
- C. KMA and Chen Ryan will research capital improvement costs and operating expenditures for similar roadways through industry research and telephone interviews. Interviews may include: CalTrans; City traffic consultant (KOA); City civil engineer (PDC); City of San Diego; and local real estate brokers and/or developers.

Phase 2: Preliminary Cost/Benefit Analysis

- A. Based on the Phase 1 reconnaissance, complemented by in-depth interviews with City departmental staff, KMA and Chen Ryan will prepare a preliminary/cost benefit analysis for up to three (3) scenarios:

- the existing scenario, i.e., CalTrans control
- relinquishment with no change in street design and operation
- relinquishment with Master Plan build-out

Under each scenario, we will assess: responsibilities for capital improvements and ongoing operations; generalized level of improvement or service; and approximate budget (2016 dollars). Factors to be addressed may include the following:

- Roadbed surface maintenance
- Striping
- Signage
- Traffic signals
- Sidewalks
- Crosswalks
- Landscaping
- Storm drain
- Public safety
- Liability and insurance
- Processing encroachment permits

- B. KMA will also evaluate the potential for increased revenues to the City as a result of relinquishment. These may include: State gas tax; TransNet gas tax; increased tax revenues from accelerated development; and other potential sources. We will provide a net fiscal impact conclusion for each of the relinquishment scenarios.
- C. We will identify other potential benefits associated with relinquishment. These may include: reduced cost and timing for encroachment permits resulting in accelerated development; the ability to fully implement the Master Plan; increases in property values and/or investment resulting from the Master Plan; and other potential benefits.
- D. We will meet with City staff to present our preliminary cost/benefit analysis and receive feedback before proceeding to prepare a draft report.

Phase 3: Report and Presentation

- A. We will prepare and submit a draft report in executive summary format with supporting technical analyses. Following review and comment by City staff, we will issue a final report.

- B. KMA and Chen Ryan will be available to present the final report at a City Council meeting. We will prepare a PowerPoint presentation for the City Council meeting.

BUDGET

The KMA/Chen Ryan budget for the above scope of services is \$39,500, broken out as follows:

PHASE	BUDGET
<i>Phase 1 – Initiation and Reconnaissance</i>	\$10,000
<i>Phase 2 – Preliminary Cost/Benefit Analysis</i>	\$22,000
<i>Phase 3 – Report and Presentation</i>	\$7,000
<i>Reimbursables</i>	\$500
Total	\$39,500

We propose to bill the City on a time-and-materials basis, per the attached billing rate schedules, subject to this budget limit. Our budget limit includes: all labor hours and reimbursables; up to three (3) meetings with City staff; attendance at one (1) City Council meeting; one (1) draft and one (1) final version of the report; and one (1) PowerPoint.

SCHEDULE

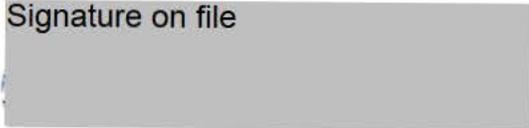
Our anticipated timeline to completion of a draft report is 90 calendar days from City authorization to proceed.

* * * *

Please let us know if you have any questions regarding our approach to this assignment.

Sincerely,

Signature on file



Paul C. Marra

attachments

cc: Stephen Cook, Chen Ryan Associates

KEYSER MARSTON ASSOCIATES, INC.
HOURLY FEE SCHEDULE

	<u>2016/2017</u>
A. JERRY KEYSER*	\$280.00
MANAGING PRINCIPALS*	\$280.00
SENIOR PRINCIPALS*	\$270.00
PRINCIPALS*	\$250.00
MANAGERS*	\$225.00
SENIOR ASSOCIATES	\$187.50
ASSOCIATES	\$167.50
SENIOR ANALYSTS	\$150.00
ANALYSTS	\$130.00
TECHNICAL STAFF	\$95.00
ADMINISTRATIVE STAFF	\$80.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

CHEN RYAN ASSOCIATES
2016-2017 HOURLY FEE SCHEDULE

Classification	Description	Years of Experience	Staff Name	Hourly Rate
Principal II	Market leader and responsible in winning work, project management, make strategic decisions in the execution of project work, and staff development of all levels.	20+		\$200.00
Principal I		17-20	Monique Chen, Sherry Ryan	\$185.00
Associate Principal II		15-17		\$180.00
Associate Principal I		13-15	Stephen Cook	\$170.00
Principal Engineer II	Registered Civil Engineer, lead the engineering practice, responsible in winning work, project management and design engineer development.	20+	Michael Kenney	\$185.00
Principal Engineer I		15-20		\$175.00
Senior Engineer II	Registered Civil or Traffic Engineer, responsible in winning work, project management and mentor mid- and junior level staff.	13-15		\$165.00
Senior Engineer I		11-13		\$150.00
Associate Engineer II	Registered Civil or Traffic Engineer, responsible for project or task management, complex technical traffic operational analyses and engineering design, and mentor junior level staff.	9-11		\$135.00
Associate Engineer I		6-9	Phuong Nguyen	\$120.00
Assistant Engineer II	BS in Civil Engineering, responsible for task management, technical traffic operational analyses and traffic engineering design.	3-6		\$100.00
Assistant Engineer I		0-3	Jonathan Sanchez	\$ 90.00
Principal Planner II	AICP, lead the planning practice, responsible in winning work, project management and planning staff development.	20+		\$175.00
Principal Planner I		15-20		\$165.00
Senior Planner II	AICP, responsible in winning work, project management and mentor mid- and junior level staff.	13-15		\$150.00
Senior Planner I		11-13		\$135.00
Associate Planner II	AICP, responsible for project or task management, preparing planning documents and mentor junior level staff.	9-11		\$120.00
Associate Planner I		6-9	Sasha Jovanovic	\$110.00
Assistant Planner II	BA or MA (desired) in City Planning or Urban Studies, responsible for task management, support on planning projects and traffic impact analyses.	3-6		\$100.00
Assistant Planner I		0-3	Andrew Prescott, Aaron Galinis	\$ 90.00
GIS / Graphics / Drafting III	Responsible in providing GIS, graphics, and design drafting services on all planning and engineering projects.	10+		\$110.00
GIS / Graphics / Drafting II		5-10		\$ 95.00
GIS / Graphics / Drafting I		0-5		\$ 80.00
Intern II	Enrolled or recently completed degree in Civil Engineering, City Planning or Urban Studies, provide entry-level project support including but not limited to data collection and field review.	1	Vary	\$ 60.00
Intern I		0	Vary	\$ 50.00
Admin	Assist with project management and invoicing.	n/a	Veronica Pena	\$ 70.00

RESOLUTION NO. 2016-7748**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, TO AWARD PROFESSIONAL SERVICE CONTRACT TO KEYSER MARSTON ASSOCIATES (KMA) TO PREPARE A COST/BENEFIT ANALYSIS FOR THE PROPOSED RELINQUISHMENT OF STATE ROUTE (SR) 75.**

WHEREAS, the City of Imperial Beach is in the process of evaluating the relinquishment of SR 75 from the State of California Department of Transportation (CalTrans) to the City of Imperial Beach; and

WHEREAS, relinquishment is defined as “conveyance of all rights, title, interests, liability, and maintenance responsibilities of a State highway”; and

WHEREAS, CalTrans is currently responsible for operations, maintenance, and capital improvements for SR75; and

WHEREAS, cities typically pursue relinquishment to control street function, design, traffic management, and permitting processes in order to transform State Highways into complete, multi-modal streets that encourage all modes of transportation and a mixed-use development pattern; and

WHEREAS, in September of 2016, The California Governor Brown signed Assembly Bill (AB) 1500, enabling the California Transportation Commission (CTC) to relinquish SR 75 through the Cities of Imperial Beach and San Diego; and

WHEREAS, the City of Imperial Beach has identified the need for a comprehensive study of the advantages and disadvantages of the proposed relinquishment from an economic perspective; and

WHEREAS, the City of Imperial Beach seeks to estimate the potential revenue and expenditure impacts on the City’s General Fund; and

WHEREAS, the City of Imperial Beach is interested in assessing the potential economic development benefits resulting from relinquishment; and

WHEREAS, KMA will team with transportation consultants Chen Ryan Associates to evaluate operating and maintenance costs; and capital improvement and repair costs, and the probable impacts of relinquishment, and ultimately build-out of the Palm Avenue Master Plan on private development opportunities;

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. Award of the Professional Services Agreement with Keyser Marston Associates is approved.
3. The City Manager is authorized to sign the Professional Services Agreement with Keyser Marston Associates.
4. The Administrative Services Director is authorized to perform the necessary budget adjustment to fund this study.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 2nd day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: NOVEMBER 2, 2016
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT – BUILDING SAFETY DIVISION *SI*
SUBJECT: OWNER OCCUPIED BUILDING PERMIT FEE REDUCTION
RESOLUTION NO. 2016-7741

EXECUTIVE SUMMARY:

In an effort to enable and encourage the owners of single family residences, that are owner occupied, and not intended to be sold within a year, to improve their property and enhance the appearance of neighborhoods, the permit fees for certain home improvements would be waived except for an administration fee for records.

Permits would be issued and the work inspected as currently required by the Building Codes but the fees stipulated in the Master Fee Schedule as adopted would be waived.

New construction, additions, and rental properties are not included in this program.

FISCAL ANALYSIS:

Eliminating the fee for projects such as roof replacements, window and door replacements, stucco repairs, guard and handrail repairs, furnace/heater and water heater replacements and other typical home repair and improvement projects would reduce permit revenue to the General Fund by approximately \$10,000.00 per year.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2016-7741

OPTIONS:

- Adopt the Resolution to reduce the fees on specified building permits
- Receive and file the report from the City Manager
- Provide direction to the City Manager to take a specific action
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

The Building Code as adopted by the City requires the owner of single family homes or duplexes to obtain building permits for a variety of elective projects such as roof replacements and other work commonly undertaken to maintain or improve the quality and appearance of

their property. Currently the fee schedule for permits does not provide relief or reduced fees for any work that requires a permit. This resolution enables the Building Safety Division to eliminate the fees associated with this type of maintenance work when performed on owner occupied structures, except for an administration fee for records.

This relief does not include work performed on commercial structures, rental properties, or for any type of addition or conversion. Homes being renovated for resale would not fall under this program.

Many homeowners are intimidated by the permit process and often attempt to perform work without a permit to avoid the process and the associated fees. If homeowners knew that they would not be subject to a permit fee they may be more likely to obtain a permit and the benefit of inspections.

State law allows the owner of an owner occupied home to perform all types of trades within the home unless the home is intended for sale within a year. The owner may also hire licensed contractors to perform work. In either instance the fees would be waived.

The waiving of fees would still require a permit to be issued and inspections performed to ensure the proper installation of appliances, proper types of windows and doors and the overall safety of the home. The home improvements would then have a recorded permit documenting work performed for the eventual sale of the home and a record of the work performed for the County Assessor.

City staff believes this action is in the best interests of the City because it encourages owners to improve their property and enhance the appearance of neighborhoods. It could also improve safety and diminish the need for certain code enforcement actions because it encourages owners to get permits/inspections rather than to skip that process. The diminished revenue to the General Fund is not substantial, will not affect City operations, and will not be supplemented with fees on other users.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

Attachments:

1. Resolution No. 2016-7741

RESOLUTION NO. 2016-7741

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, WAIVING BUILDING PERMIT FEES FOR HOMEOWNERS FOR SPECIFIED PROJECTS

WHEREAS, the City of Imperial Beach wants to aid home owners in improving their homes by making permits easier to obtain and less expensive; and

WHEREAS, the City of Imperial Beach wants to reduce building permit fees for specific types of improvements for owner occupied homes; and

WHEREAS, the Building Code as adopted by the City requires the owner of single family homes or duplexes to obtain building permits for a variety of elective projects such as roof replacements and other work commonly undertaken to maintain or improve the quality and appearance of their property; and

WHEREAS, many homeowners are intimidated by the permit process and often attempt to perform work without a permit to avoid the process and the associated fees. If homeowners knew that they would not be subject to a permit fee, they may be more likely to obtain a permit and the benefit of inspections; and

WHEREAS, currently the fee schedule for permits does not provide relief or reduced fees for any work that requires a permit; and

WHEREAS, City staff believes waiving the building permit fees would encourage owners to improve their property and enhance the appearance of neighborhoods. It could also improve safety and diminish the need for certain code enforcement actions because it encourages owners to get permits/inspections rather than to skip that process; and

WHEREAS, the waiving of fees would still require a permit to be issued and inspections performed to ensure the proper installation of appliances, proper types of windows and doors and the overall safety of the home; and

WHEREAS, the diminished revenue to the General Fund would not be substantial, would not affect City operations, and would not be supplemented with fees on other users; and

WHEREAS, new construction, additions, and rental properties would not be included in this program.

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

1. The above recitals are true and correct.
2. The City Council finds that waiving the building permit fees for elective projects for homeowners only would encourage owners to improve their property and enhance the appearance of neighborhoods. It could also improve safety and diminish the need for certain code enforcement actions because it encourages owners to get permits/inspections rather than to skip that process.

3. The City Council hereby authorizes City Staff to eliminate building permit fees established under the Master Fee Schedule for Owner Occupied Residential Structures except for a reduced issuance fee of \$20 associated with maintaining records and state requirements.
4. The building permit fees are waived only for the following specific permits types: roof coverings, stucco repairs, window and door replacements, guard and handrail repairs, HVAC replacements, water heater replacements, and other typical home repair that require building permits.
5. The building official is authorized to issue permits with no prescriptive fee with only a \$20.00 issuance fee, and to continue to perform the required inspections prescribed by the Building Codes to ensure the safe and proper installation of the work performed under the permit.
6. New construction, additions, and rental properties are not included in this program

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 2nd day of November 2016, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK