



# 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 6, 2013**

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

**REGULAR MEETING – 6:00 P.M.**

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

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

**REGULAR MEETING CALL TO ORDER**

**ROLL CALL BY CITY CLERK**

**PLEDGE OF ALLEGIANCE**

**AGENDA CHANGES**

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

**COMMUNICATIONS FROM CITY STAFF**

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

**PRESENTATIONS (1)**

None.

**CONSENT CALENDAR (2.1-2.4)** - *All matters listed under Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember/Boardmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.*

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

Recommendation: Ratify the following registers: Accounts Payable Numbers 83293 through 83457 for a subtotal amount of \$980,134.32 and Payroll Checks/Direct Deposit 45538 through 45584 for a subtotal of \$274,688.33 for a total amount of \$1,254,822.65.

***Continued on Next Page***

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

**CONSENT CALENDAR (Continued)**

**2.2 RESOLUTION NO. 2013-7418 AUTHORIZING THE PURCHASE OF A REPLACEMENT PUBLIC SAFETY DIRECTOR/FIRE CHIEF VEHICLE (EQUIPMENT # 5401) FROM THE FLEET DIVISION OPERATING AND MAINTENANCE CAPITAL OUTLAY BUDGET (501-1921-419-5004). (1130-55)**

Recommendation:

1. Receive this report;
2. Adopt Resolution 2013-7418 authorizing the City Manager to approve a purchase order with Kearny Pearson Ford for the purchase of the replacement Public Safety Director/Fire Chief Vehicle (equipment #5401) using the City of San Diego bid list; and
3. Authorize the expenditure of \$34,333.75 from Fleet Division O&M Capital Outlay Budget (501-1921-419-5004) for the purchase of a replacement vehicle and all related retrofitting work.

**2.3 RESOLUTION NO. 2013-7416 AUTHORIZING THE PURCHASE OF REPLACEMENT SPOIL-VAC (EQUIPMENT # 152) SKID FOR \$22,341.00. (1130-55)**

Recommendation:

1. Receive this report and
2. Adopt Resolution 2013-7416 authorizing the City Manager to approve a purchase order for the purchase of the replacement Spoil-Vac (equipment # 152) by the lowest responsive and responsible bidder.

**2.4 RESOLUTION NO. 2013-7417 AUTHORIZING THE PURCHASE OF A REPLACEMENT CITY VEHICLE (EQUIPMENT # 143 – SEWER DIVISION F350 SIZE TRUCK) FROM FLEET MAINTENANCE DIVISION MAJOR EQUIPMENT ACCOUNT 501-1921-419-5004. (1130-55)**

Recommendation:

1. Receive this report and
2. Adopt Resolution 2013-7417 authorizing the City Manager to approve a purchase order with Downtown Ford Sales for the purchase of the replacement City Vehicle (equipment #143) using the State of California bid list and the retrofitting of old vehicle # 143 with new bed for replacement for vehicle # 600.

**ORDINANCES – INTRODUCTION/FIRST READING (3.1-3.2)**

**3.1 INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2013-1141 AND ADOPTION OF CITY COUNCIL RESOLUTION NO. 2013-7415 GIVING NOTICE OF ITS INTENTION TO AMEND THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM AND THE CITY OF IMPERIAL BEACH, TO INCLUDE AN ADDITIONAL 3% EMPLOYEE COST SHARING FOR CLASSIC LOCAL FIRE MEMBERS. (0520-70 & 0540-50)**

Recommendation:

1. Receive report and public input;
2. Adopt Resolution of Intention No. 2013-7415 approving an amendment to the contract with CalPERS; and
3. Introduce and hold the first reading of Ordinance No. 2013-1141 by title only, waive further reading in full, and schedule the second reading and adoption of the Ordinance on December 4, 2013.

Continued on Next Page

**ORDINANCES – INTRODUCTION/FIRST READING (Continued)**

**3.2 INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2013-1142 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA REPEALING CHAPTER 9.54 AND ADOPTING CHAPTER 9.54 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO HOUSE PARTIES AND CONSUMPTION OF ALCOHOL BY MINORS. (0240-95)**

Recommendation: That the City Council consider public input, introduce and hold the first reading of Ordinance No. 2013-1142 by title only, waive further reading in full, and schedule the second reading and adoption of the Ordinance on November 20, 2013.

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

None.

**PUBLIC HEARINGS (5.1-5.3)**

**5.1 ADOPTION OF RESOLUTION NO. 2013-7414 APPROVING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT (BID) ANNUAL REPORT FOR FISCAL YEAR 2012-2013 AND AUTHORIZING THE LEVYING OF THE FISCAL YEAR 2013-2014 ANNUAL ASSESSMENT FOR THE BID PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989. (0465-20)**

Recommendation:

1. Declare public hearing open;
2. Receive public testimony;
3. Close the public hearing; and
4. Adopt Resolution No. 2013–7414 approving the Report from the BID for Fiscal Year 2012-2013 and the budget and proposed activities for Fiscal Year 2013-2014 and levying the assessment for properties within the BID for Fiscal Year 2013-2014.

**5.2 SECOND PALM AVENUE, LLC (OWNER/APPLICANT); ADMINISTRATIVE COASTAL PERMIT (ACP 050218), CONDITIONAL USE PERMIT (CUP 050219), DESIGN REVIEW (DRC 050220), SITE PLAN REVIEW (SPR 050221), AND TENTATIVE MAP (TM 090016); RESOLUTION 2013-7411. (0600-20)**

Recommendation:

1. Declare the public hearing open;
2. Receive report and entertain public testimony;
3. Close the public hearing; and
4. That the City Council adopt Resolution No. 2013-7411, approving Administrative Coastal Permit (ACP 050218), Conditional Use Permit (CUP 050219), Design Review (DRC 050220), Site Plan Review (SPR 050221), and Tentative Map (TM 090016), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

**5.3 CALIFORNIA AMERICAN WATER COMPANY (APPLICANT); ADMINISTRATIVE COASTAL PERMIT (ACP 130040), CONDITIONAL USE PERMIT (CUP 130041), DESIGN REVIEW (DRC 130042), AND SITE PLAN REVIEW (SPR 130043); RESOLUTION 2013-7412. (0600-20 & 0840-70)**

Recommendation:

1. Declare the public hearing open;
2. Receive report and entertain public testimony;
3. Close the public hearing; and
4. That the City Council adopt Resolution No. 2013-7412, approving Administrative Coastal Permit (ACP 130040), Conditional Use Permit (CUP 130041), Design Review (DRC 130042), and Site Plan Review (SPR 130043), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

## **REPORTS (6.1-6.3)**

- 6.1 RESOLUTION NO. 2013-7420 SUPPORTING THE LIVE WELL SAN DIEGO TEN-YEAR INITIATIVE TO IMPROVE THE HEALTH OF RESIDENTS IN THE COUNTY OF SAN DIEGO. (0240-95)**  
Recommendation: Adopt resolution.
- 6.2 ADOPTION OF RESOLUTION NO. 2013-7409 APPROVING AN AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF KANE, BALLMER & BERKMAN FOR SPECIALIZED LEGAL SERVICES. (0440-05)**  
Recommendation: That the City Council adopt Resolution No. 2013-7409 authorizing the City Manager to execute a Professional Services Agreement with the law firm of Kane, Ballmer & Berkman to provide specialized legal services on an as-needed basis for the City.
- 6.3. ADOPTION OF RESOLUTION NO. HA-13-15 APPROVING AN AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM KANE, BALLMER & BERKMAN FOR SPECIALIZED LEGAL SERVICES. (0412-50 & 0440-05)**  
Recommendation: That the Housing Authority Board adopt Resolution No. HA-13-15 and authorize the Executive Director to execute a Professional Services Agreement with the law firm of Kane, Ballmer & Berkman to provide specialized legal services on an as-needed basis.

## **I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7.1-7.2)**

- 7.1 ADOPTION OF RESOLUTION NOS. 2013-7413 AND SA 13-35 APPROVING THE INVESTMENT POLICY. (0350-95 & 0418-50)**  
Recommendation:  
1. That the City Council complete the annual review and consideration of the Investment Policy and adopt Resolution 2013-7413 approving the City of Imperial Beach Investment Policy and  
2. That the Imperial Beach Redevelopment Successor Agency complete the annual review and consideration of the Investment Policy and adopt Resolution SA 13-35 approving the Investment Policy
- 7.2 ADOPTION OF RESOLUTION NO. SA-13-34 APPROVING AN AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM KANE, BALLMER & BERKMAN. (0418-50 & 0440-05)**  
Recommendation: That the Imperial Beach Redevelopment Agency Successor Agency Board adopt Resolution No. SA-13-34 and authorize the Executive Director to execute a Professional Services Agreement with the law firm of Kane, Ballmer & Berkman to provide specialized legal services on an as-needed basis.

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

### **ADJOURNMENT**

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

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

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/s/  
Jacqueline M. Hald, MMC  
City Clerk



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AA*  
MEETING DATE: NOVEMBER 6, 2013  
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *ESJ*  
SUBJECT: RATIFICATION OF WARRANT REGISTER

**EXECUTIVE SUMMARY:**

Approval of the warrant register in the amount of \$980,134.32 and the payroll checks in the amount of \$274,688.33.

**BACKGROUND:**

None

**ANALYSIS:**

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

<u>Vendor:</u>	<u>Check:</u>	<u>Amount:</u>	<u>Description:</u>
SD County Sheriff	83387	\$496,302.94	Aug 2013 Enf Services
Sierra Pacific West	83393	\$111,092.55	Bayshore Bikeway

The following registers are submitted for Council ratification:

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
83293	10/07/13	\$ 2,500.00
83294-83362	10/11/13	\$ 152,381.33
83363-83400	10/17/13	\$ 659,389.32
83401-83457	10/24/13	\$ 165,863.67
	<b>Sub-total</b>	<b>\$ 980,134.32</b>
<u>Payroll Checks/Direct Deposit</u>		
45538-45562	P.P.E. 10/03/13	\$ 138,959.59
45563-45584	P.P.E. 10/17/13	\$ 135,728.74
	<b>Sub-total</b>	<b>\$ 274,688.33</b>
	<b>TOTAL</b>	<b>\$ 1,254,822.65</b>

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

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

Attachments:

1. Warrant Register

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	TRN AMOUNT	CHECK AMOUNT
10/07/2013	83293	DENISE MORENO DUCHENY	2462	7/25-8/24 CONSULT	08-25-2013	140331	02/2014		2,500.00	2,500.00
10/11/2013	83294	ALLIANT INSURANCE SERVICES, IN	1194	JULY-SEP 2013 INSURANCE	10-01-2013		04/2014		470.00	470.00
10/11/2013	83295	AMERICAN MESSAGING	1759	OCT 2013 PS PAGERS	L1074045NJ	140093	04/2014		179.86	179.86
10/11/2013	83296	SOUTHCOAST HEATING & A/C	1554	INSTALL UNIT -I.T. ROOM	L1252241NJ	140160	04/2014		132.89	132.89
10/11/2013	83297	ARROWHEAD MOUNTAIN SPRING	1340	WE 9/20 FW DRINKING WTR					169.66	169.66
10/11/2013	83298	AT&T	2430	SEP 2013	03I0026726646	140171	03/2014		128.63	128.63
10/11/2013	83300	ATKINS NORTH AMERICA, INC.	2455	6/3/13-7/28/13 PLAN CK	03I0031149578	140078	03/2014		41.03	41.03
10/11/2013	83301	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					3,001.56	3,001.56
10/11/2013	83302	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					358.67	358.67
10/11/2013	83303	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					179.34	179.34
10/11/2013	83304	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					179.34	179.34
10/11/2013	83305	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					179.34	179.34
10/11/2013	83306	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					16.63	16.63
10/11/2013	83307	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					.75	.75
10/11/2013	83308	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					11.15	11.15
10/11/2013	83309	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					5.42	5.42
10/11/2013	83310	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					16.17	16.17
10/11/2013	83311	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					14.70	14.70
10/11/2013	83312	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					.10	.10
10/11/2013	83313	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					18.62	18.62
10/11/2013	83314	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					137.09	137.09
10/11/2013	83315	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					60.45	60.45
10/11/2013	83316	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					291.12	291.12
10/11/2013	83317	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					42.14	42.14
10/11/2013	83318	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					359.38	359.38
10/11/2013	83319	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					78.62	78.62
10/11/2013	83320	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					87.17	87.17
10/11/2013	83321	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					302.53	302.53
10/11/2013	83322	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					213.07	213.07
10/11/2013	83323	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					296.28	296.28
10/11/2013	83324	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					153.48	153.48
10/11/2013	83325	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					41.24	41.24
10/11/2013	83326	AT&T TELECONFERENCE SERVICES	1827	CONFERENCE CALL: 9TH & P					41.24	41.24
10/11/2013	83300	ATKINS NORTH AMERICA, INC.	2455	6/3/13-7/28/13 PLAN CK					4,566.38	4,566.38
10/11/2013	83301	ATKINS NORTH AMERICA, INC.	2455	6/3/13-7/28/13 PLAN CK					957.13	957.13

\*ALL\*

PROGRAM: GM350L FROM 10/07/2013 TO 10/25/2013 \*ALL\*

CITY OF IMPERIAL BEACH BANK CODE

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
10/11/2013	83301	CA BUILDING STANDARDS COMMISS	2127	JUL-SEP 2013 BLDG STANDAR	09-30-2013		03/2014	28.80	28.80
10/11/2013	83302	CHASE ELCTRIC	2	OL REFUNDS	1830		03/2014	85.00	85.00
10/11/2013	83303	CVA SECURITY	797	OCT EOC ALARM MONITOR	26787	140109	04/2014	215.00	215.00
10/11/2013	83304	CITY OF CHULA VISTA	823	AUG 2013 A/C CALL BACK	AUG 2013	140249	03/2014	97.91	97.91
10/11/2013	83305	CLAUDIA BERNAL	2110	MILEAGE REIMBURSEMENT	10-03-2013		04/2014	38.76	38.76
10/11/2013	83306	COPY POST PRINTING	1371	BL ENVELOPES	25453	140327	03/2014	264.89	264.89
10/11/2013	83307	COUNTY RECORDER	1818	387 BONITO EXEMPT FEE	09-23-2013		03/2014	50.00	50.00
10/11/2013	83308	COUNTY RECORDER	1818	848, 852 6RD ST EXEMP FEE	09-26-2013		03/2014	50.00	50.00
10/11/2013	83309	COX COMMUNICATIONS	1073	9/25-10/24 INTERNET	10-16-2013	140162	03/2014	816.60	816.60
10/11/2013	83310	CRAIG WEAVER	1088	EMP COMP LOAN	338566		04/2014	658.99	658.99
10/11/2013	83311	CYNTHIA TITGEN CONSULTING, INC	2340	EMP COMP LOAN	338566		04/2014	129.59	129.59
10/11/2013	83312	DELTA SOLAR ELECTRIC	2350	C&G-190 CALLA AVE	1368	140326	03/2014	2,000.00	2,000.00
10/11/2013	83313	DEPT. OF CONSERVATION	1158	C&G-139 CITRUS AVE-DEPOSI	1370	140335	03/2014	1,000.00	1,000.00
10/11/2013	83314	DEPT. OF CONSERVATION	1158	JUL-SEP 2013 SMIPS FEES	09-30-2013		03/2014	82.73	82.73

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	CHECK AMOUNT	TRN AMOUNT
ACCOUNT #	TRN DATE									
10/11/2013	83314	DIVISION OF THE STATE ARCHITECT	2505						339.60	
101-0000-371.83-09	10/01/2013	JULY-SEP 2013 SB1186			10-01-2013		04/2014		339.60	
101-0000-371.83-09	10/01/2013	JULY-SEP 2013 SB1186			10-01-2013		04/2014		792.40	
101-0000-371.83-03	10/01/2013	JULY-SEP 2013 SB1186			10-01-2013		04/2014		792.40	
10/11/2013	83315	DLA PRINTING & PROMO'S	1178						487.90	
101-1210-413.28-11	08/07/2013	A/P VOUCHERS			7691	140258	02/2014		211.55	
101-1210-413.28-11	08/07/2013	PAYROLL VOUCHERS			7692	140258	02/2014		276.35	
10/11/2013	83316	DRUG TESTING NETWORK INC	1195						60.95	
101-1130-412.20-06	09/30/2013	09/17/13 DMV RECERT SCRPN			68232	140081	03/2014		60.95	
10/11/2013	83317	FLORES, ROLAND & MARIA	2						39.75	
101-0000-321.72-10	10/01/2013	OL REFUNDS			0010608		04/2014		39.75	
10/11/2013	83318	FOCUS ON INTERVENTION	1490						761.12	
502-1922-419.30-02	09/10/2013	ERGO EVAL -BERNAL,C			50517	140324	03/2014		380.56	
502-1922-419.30-02	09/13/2013	ERGO EVAL -FORTIN,S			50529	140324	03/2014		380.56	
10/11/2013	83319	FOUR GRANGER LLC	4						2,704.25	
101-0000-221.01-02	10/09/2013	REFUND DEP- 1276 GRANGER			MF 793		10/2014		2,328.25	
101-0000-221.01-02	10/09/2013	REFUND DEP- 1276 GRANGER			MF 841		10/2014		376.00	
10/11/2013	83320	GO-STAFF, INC.	2031						3,871.63	
101-3020-422.21-01	09/17/2013	W/E 09/15/13 MEDLEY, A			113474	140164	03/2014		555.78	
101-1210-413.21-01	09/24/2013	FERGUSON, N WE 9/19			113822	140089	03/2014		800.28	
101-3020-422.21-01	09/24/2013	WE 9/19 MEDLEY, A			113820	140164	03/2014		454.73	
101-1210-413.21-01	10/01/2013	W/E 09/30/13 FERGUSON, N			114188	140089	04/2014		978.12	
601-5060-436.21-01	10/01/2013	W/E 09/29/13 JERMYN, C			114187	140116	04/2014		410.69	
601-5060-436.21-01	09/24/2013	W/E 09/22/13 JERMYN, C			113821	140116	03/2014		672.03	
10/11/2013	83321	GRAINGER	1051						1,214.87	
601-5060-436.30-02	09/10/2013	NITRILE GLOVES			9239530166	140008	03/2014		579.97	
101-1910-419.30-02	09/12/2013	HIGH PRESS SODIUM LAMP			9242201110	140008	03/2014		126.25	
101-6040-454.30-02	09/20/2013	PADLOCK, KEY			9249439812	140008	03/2014		244.36	
101-1910-419.30-02	09/23/2013	DRAIN CLEANING CABLE			9250508075	140008	03/2014		167.62	
601-5060-436.30-02	07/25/2013	DISPOSABLE GLOVES			9201571461	140008	01/2014		96.67	
10/11/2013	83322	HAGEMEYER NO. AMERICA, INC	30						117.74	
601-5060-436.30-02	09/18/2013	OUTDOOR SAFETY GLASSES			19-77317-11	140058	03/2014		117.74	
10/11/2013	83323	HANS KOHLER	1943						335.26	
101-3030-423.28-04	06/21/2013	REIMBURSE PADI SCUBA CERT			276923		03/2014		123.75	
101-3030-423.28-04	09/12/2013	REIMBURSE PADI SCUBA CERT			288141		03/2014		48.60	
101-3030-423.28-04	09/12/2013	REIMBURSE PADI SCUBA CERT			288144		03/2014		21.57	
101-3030-423.28-04	09/14/2013	REIMBURSE PADI SCUBA CERT			517164		03/2014		106.84	
101-3030-423.28-04	09/15/2013	REIMBURSE PADI SCUBA CERT			74595		03/2014		21.55	
101-3030-423.28-04	09/14/2013	REIMBURSE PADI SCUBA CERT			1385-9216-7579-		03/2014		12.95	
10/11/2013	83324	HUDSON SAFE-T LITE RENTALS	2382						429.46	
101-5010-431.21-23	09/11/2013	55LB BOX OF BITUMINOUS			00018391	140069	03/2014		189.66	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	TRN AMOUNT	CHECK AMOUNT
10/11/2013	83325	I B FIREFIGHTERS ASSOCIATION	214	PAYROLL AP PPE 10/03/13	20131010	140069	03/2014		239.80	
10/11/2013	83326	IB BUSINESS IMPROVEMENT DISTRI	487	JULY-SEP 2013 BID FEES	10-01-2013		04/2014		6,070.00	
10/11/2013	83327	ICMA RETIREMENT TRUST 457	242	PAYROLL AP PPE 10/03/13	20131010		04/2014		5,359.78	
10/11/2013	83328	JACQUELINE SUE STENZEL	2491	08/30-09/27 SENIOR YOGA	4		03/2014		200.00	
10/11/2013	83329	JESUS GONZALEZ	2172	REIMBURSE TRAINING FEES	010812965		03/2014		278.51	
10/11/2013	83330	JOHN DEERE LANDSCAPES	1986	REFUND FOR 18X18 GRATE	65091557		01/2014		599.87	
10/11/2013	83331	KEENAN & ASSOCIATES	2503	HEALTH CARE REF CONSULTIN	154995	140268	02/2014		5,750.00	
10/11/2013	83332	KOA CORPORATION	611	JULY 13 BERNARDO SHORES	JB14106X15-1		03/2014		3,210.77	
10/11/2013	83333	MANAGED HEALTH NETWORK	2432	OCT 2013	3200051385	140077	03/2014		397.60	
10/11/2013	83334	MCDUGAL LOVE ECKIS &	962	APRIL 2013HOUSING AUTHORI	04-30-2013		03/2014		101.15	
10/11/2013	83335	MOBILE HOME ACCEPTANCE CORPORA	1533	10/07-11/06/2013	174021	140158	03/2014		297.00	
10/11/2013	83336	NASLAND ENGINEERING	1656	AUG 2013 IB ST IMPRVMENTS	93637	071139	02/2014		3,848.00	
10/11/2013	83337	OFFICE DEPOT, INC	1262	PENS/GLUE/BATTERIES	676086432001	140001	03/2014		1,138.88	

\*ALL\*  
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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	CHECK AMOUNT
10/11/2013	83338	PAL GENERAL ENGINEERING INC.	2411	STREET IMP PHASE 3B	9	120807	01/2014	15,373.35	15,373.35
10/11/2013	83339	PARKHOUSE TIRE INC	1295	1 DYNAPRO & 4 195/75/14	3010175067	140071	03/2014	475.59	475.59
10/11/2013	83340	PARS	2425	JUL 2013	26725	140271	03/2014	800.00	800.00
10/11/2013	83341	PARTNERSHIP WITH INDUSTRY	1302	P/E 09/15/2013	GS04944	140192	03/2014	2,190.53	2,190.53
10/11/2013	83342	PROTECTION ONE ALARM MONITORIN	69	OCT SEWER ALARMS	94639411	140073	03/2014	289.30	289.30
10/11/2013	83343	RANCHO AUTO & TRUCK PARTS	1685	STOCK FILTERS	7693-170346	140016	03/2014	214.93	214.93
10/11/2013	83344	RBF CONSULTING	1756	JUL 2013 PW YARD IMPRVMT	857295	070418	03/2014	3,610.00	3,610.00
10/11/2013	83345	ROBERT HALF TECHNOLOGY	1826	09/13/13 WASHINGTON, E	38761914	140098	03/2014	1,787.50	1,787.50
10/11/2013	83346	ROBERTSON INDUSTRIES, INC.	1936	4YD CONCRETE MIX	219552	140090	03/2014	501.45	501.45



CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
101-5010-431.30-22			09/19/2013	2 LUTE RAKE COMPLETE BAR	885	140091	03/2014	122.36	
10/11/2013	83359	US BANK							1,641.66
101-0000-209.01-20			10/10/2013	PAYROLL AP PPE 10/03/13	20131010		04/2014		1,641.66
10/11/2013	83360	WESTERN RIM CONSTRUCTORS, INC.							3,466.06
401-5020-432.20-06			09/30/2013	ECO BKWAY THRU 9/30	9	130656	03/2014		3,466.06
10/11/2013	83361	WHITE CAP CONSTRUCTION SUPPLY							128.75
101-6020-452.30-02			09/18/2013	STINKBOMB SAFETY GLASSES	10000716046	140015	03/2014		128.75
10/11/2013	83362	WILLIAM WOLLRAB							957.59
502-1922-419.28-17			10/02/2013	CLAIM RELEASE	10-02-2013		04/2014		957.59
10/17/2013	83363	AGRICULTURAL PEST CONTROL							95.00
101-6020-452.21-04			09/24/2013	OCT/SP PARK	314808	140106	03/2014		95.00
10/17/2013	83364	ATEL COMMUNICATIONS, INC.							191.25
101-1920-419.30-02			09/11/2013	SERVICE CALL FOR AUTO ATT	34207	F14011	03/2014		191.25
10/17/2013	83365	CALIFORNIA AMERICAN WATER							350.09
101-3030-423.27-02			10/07/2013	05-0155019-8 09/04-10/02	10-28-2013		03/2014		25.38
101-5010-431.27-02			10/07/2013	05-0155037-0 09/04-10/02	10-28-2013		03/2014		16.53
601-5060-436.27-02			10/07/2013	05-0392478-9 09/04-10/02	10-28-2013		03/2014		16.53
101-5010-431.27-02			10/08/2013	05-0402959-6 09/05-10/03	10-28-2013		03/2014		33.06
601-5060-436.27-02			10/07/2013	05-0505362-9 09/04-10/02	10-28-2013		03/2014		258.59
10/17/2013	83366	CDW GOVERNMENT INC							476.19
503-1923-419.20-06			09/18/2013	MS SLD VISIO	FW02600	140085	03/2014		179.00
503-1923-419.20-06			09/20/2013	STARTECH CARD 32BIT	FX39527	140085	03/2014		22.19
503-1923-419.20-06			09/23/2013	MS SLD OFFICE 2013	FX83602	140085	03/2014		275.00
10/17/2013	83367	CITY OF CHULA VISTA							16,996.50
101-3050-425.20-06			09/25/2013	AUG 2013 W/CR FROM JUL 13	AR134672	140249	03/2014		16,996.50
10/17/2013	83368	COMMERCIAL LANDSCAPE SUPPLY							190.43
501-1921-419.28-16			09/25/2013	DECK BELT, EDGER	184126	140006	03/2014		190.43
10/17/2013	83369	D.A.R. CONTRACTORS							347.00
101-3050-425.20-06			10/01/2013	SEP 2013	911301229	140103	04/2014		347.00
10/17/2013	83370	DATAQUICK							260.00
101-1210-413.21-04			10/01/2013	SEP 2013	B1-2206574	140197	04/2014		18.00
101-3020-422.21-04			10/01/2013	SEP 2013	B1-2206574	140197	04/2014		23.00
101-3070-427.21-04			10/01/2013	SEP 2013	B1-2206574	140197	04/2014		219.00
10/17/2013	83371	EAGLE NEWSPAPER							672.00
101-5000-532.20-06			09/12/2013	PUBLIC NOTICES	78638	140019	03/2014		170.00
101-5000-532.20-06			09/19/2013	LEGAL ADVERTISING	78761	140019	03/2014		170.00
101-1010-411.28-07			09/05/2013	BEST OF IB AD IN EAGLE &	78534	F14013	03/2014		50.00

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10/17/2013	83372	EL TAPATIO INC	1407	LIBRARY AD IN EAGLE & TIM	78534	F14013	03/2014		78.00
10/17/2013	83373	FASTENAL	909	LIBRARY AD IN EAGLE & TIM	78534	F14013	03/2014		126.00
10/17/2013	83374	GO-STAFF, INC.	2031	EAGLE&TIMES AD FOR 2013/2	78761(2)	F14012	03/2014		78.00
10/17/2013	83375	GREGORY HUGHES	2367	090313 ALL HANDS MEETING	8875	F14014	02/2014		44.55
10/17/2013	83376	JILL K. GARDNER & ASSOCIATES, AUG/SEP 2013 BIKEWAY	2433	PB BLASTER	CACHU32762	140007	03/2014		44.55
10/17/2013	83377	JOHN DEERE LANDSCAPES	1986	BOTTOM TAP	CACHU32991	140007	04/2014		11.30
10/17/2013	83378	KIM A MIKHAEIL	1680	W/E 09/29/13 MEDLEY,A	114186	140164	04/2014		6.79
10/17/2013	83379	KOA CORPORATION	611	W/E 10/06/13 FERGUSON,N	114538	140089	04/2014		4.51
10/17/2013	83380	LLOYD PEST CONTROL	814	C&G-139 CITRUS AVE	09-15-2013	140338	03/2014		1,436.90
10/17/2013	83381	NEXUS IS, INC.	2371	C&G-190 CALLA AVENUE	10-09-2013	140261	04/2014		636.62
10/17/2013	83382	ONE SOURCE DISTRIBUTORS	1071	WIRELESS AP REPAIR	JC633739	140325	03/2014		800.28
10/17/2013	83383	PADRE JANITORIAL SUPPLIES	1430	MH100 PAR MED	S4097337.001	140011	03/2014		5,466.25
10/17/2013	83384	ONE SOURCE DISTRIBUTORS	1071	HPS LAMP	S4101956.001	140011	03/2014		1,000.00
10/17/2013	83385	ONE SOURCE DISTRIBUTORS	1071	TWIN TUBE FLUOR LAMP	S4097333.001	140011	03/2014		4,466.25
10/17/2013	83386	ONE SOURCE DISTRIBUTORS	1071	JANITORIAL SUPPLIES	347836	140022	03/2014		2,486.00
10/17/2013	83387	ONE SOURCE DISTRIBUTORS	1071						387.30
10/17/2013	83388	ONE SOURCE DISTRIBUTORS	1071						47.43
10/17/2013	83389	ONE SOURCE DISTRIBUTORS	1071						339.87
10/17/2013	83390	ONE SOURCE DISTRIBUTORS	1071						235.00
10/17/2013	83391	ONE SOURCE DISTRIBUTORS	1071						100.00
10/17/2013	83392	ONE SOURCE DISTRIBUTORS	1071						135.00
10/17/2013	83393	ONE SOURCE DISTRIBUTORS	1071						1,023.00
10/17/2013	83394	ONE SOURCE DISTRIBUTORS	1071						1,023.00
10/17/2013	83395	ONE SOURCE DISTRIBUTORS	1071						325.00
10/17/2013	83396	ONE SOURCE DISTRIBUTORS	1071						36.00
10/17/2013	83397	ONE SOURCE DISTRIBUTORS	1071						36.00
10/17/2013	83398	ONE SOURCE DISTRIBUTORS	1071						36.00
10/17/2013	83399	ONE SOURCE DISTRIBUTORS	1071						53.00
10/17/2013	83400	ONE SOURCE DISTRIBUTORS	1071						53.00
10/17/2013	83401	ONE SOURCE DISTRIBUTORS	1071						51.00
10/17/2013	83402	ONE SOURCE DISTRIBUTORS	1071						60.00
10/17/2013	83403	ONE SOURCE DISTRIBUTORS	1071						56.00
10/17/2013	83404	ONE SOURCE DISTRIBUTORS	1071						56.00
10/17/2013	83405	ONE SOURCE DISTRIBUTORS	1071						134.83
10/17/2013	83406	ONE SOURCE DISTRIBUTORS	1071						103.99
10/17/2013	83407	ONE SOURCE DISTRIBUTORS	1071						21.67
10/17/2013	83408	ONE SOURCE DISTRIBUTORS	1071						9.17
10/17/2013	83409	ONE SOURCE DISTRIBUTORS	1071						647.41
10/17/2013	83410	ONE SOURCE DISTRIBUTORS	1071						491.83

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	TRN AMOUNT	CHECK AMOUNT
10/17/2013	83384	REGIONAL TRAINING CENTER	130	09/25/2013	JANITORIAL SUPPLIES	348143	140022	03/2014		155.58	
10/17/2013	83385	RICOH USA, INC.	2392	10/04/2013	OCT 2013	90942926	140182	04/2014		3,195.42	
10/17/2013	83386	ROBERT HALF TECHNOLOGY	1826	09/27/13	WASHINGTON, E	38874719	140098	04/2014		887.50	
10/17/2013	83387	SAN DIEGO COUNTY SHERIFF	882	09/25/2013	AUG 2013 LAW ENF SVCS	09-25-2013		04/2014		496,302.94	
10/17/2013	83388	SAN DIEGO COUNTY SHERIFF	882	09/25/2013	AUG 2013 FOW FEE CREDIT	09-25-2013		04/2014		498,727.60	
10/17/2013	83389	SAN DIEGO DAILY TRANSCRIPT	1453	09/20/2013	AD-RFQ/P-PALM AVE MIXED U	394194	F14009	03/2014		158.30	
10/17/2013	83390	SCOTT HABIBI	2534	09/28/2013	C&G-1134 14ST STREET	1043	140339	03/2014		1,175.00	
10/17/2013	83391	SD SPORTS MED & FAMILY HEALTH	370	09/13/2013	DMV PHYSICAL-SPEARS	IB09122013		03/2014		105.00	
10/17/2013	83392	SDGE	289	10/02/2013	0646 753 1938 08/29-09/30	10-17-2013		03/2014		4,343.47	
10/17/2013	83393	SIERRA PACIFIC WEST, INC.	2512	09/30/2013	BYSHORE BKKWAY PWRD	2	140263	03/2014		111,092.55	
10/17/2013	83394	BYSHORE BKKWAY/BAYSHORE	2	09/30/2013	BYSHORE BKKWAY/BAYSHORE	2	140264	03/2014		94,129.66	
10/17/2013	83395	BYSHORE BKKWAY/BAYSHORE	2	09/30/2013	BYSHORE BKKWAY/BAYSHORE	2	140264	03/2014		14,927.34	
10/17/2013	83396	BYSHORE BKKWAY/BAYSHORE	2	09/30/2013	BYSHORE BKKWAY/BAYSHORE	2	140264	03/2014		2,035.55	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
10/17/2013	83394	SOUTHWESTERN COLLEGE	492	LG TRAINING-MARINE SAFETY	4059	140265	02/2014	2,942.00	2,942.00
101-3030-423.28-04		08/30/2013						2,942.00	
10/17/2013	83395	SPARKLETT'S	2341	SEP 2013	12529930	140102	03/2014	45.83	45.83
101-3020-422.30-02		09/27/2013						45.83	
10/17/2013	83396	TERRA BELLA NURSERY, INC.	1946	LOPHOSTEMON CONFERTUS	102278	140031	03/2014	271.86	271.86
101-6020-452.30-02		09/17/2013		2 TREES	102872	140031	03/2014	43.18	43.18
101-5010-431.30-02		09/25/2013		APRICOT QUEEN	102763	140031	03/2014	86.36	86.36
101-6040-454.30-02		09/24/2013		APRICOT QUEEN	103085	140031	03/2014	77.63	77.63
101-6040-454.30-02		09/28/2013						64.69	64.69
10/17/2013	83397	THE MERCER GROUP, INC.	2529	CITY MANAGER RESUME REVIE	09-30-2013	140260	03/2014	2,261.77	2,261.77
101-1110-412.20-06		09/30/2013						2,261.77	
10/17/2013	83398	UNDERGROUND SERVICE ALERT	731	SEP 2013	920130320	140074	04/2014	30.00	30.00
601-5060-436.21-04		10/01/2013						30.00	
10/17/2013	83399	VALLEY INDUSTRIAL SPECIALTIES,	767	ACORN PUSH BUTTON	198750	140030	03/2014	296.44	296.44
101-6040-454.30-02		09/06/2013		CHECK STOP ASSY	199384	140030	04/2014	64.58	64.58
101-6040-454.30-02		10/02/2013		GRID STRAINER/MAPP GAS	199511	140030	04/2014	173.56	173.56
101-6040-454.30-02		10/07/2013						58.30	58.30
10/17/2013	83400	WAXIE SANITARY SUPPLY	802	JANITORIAL SUPPLIES	74176442	140013	03/2014	768.24	768.24
101-6040-454.30-02		09/23/2013						768.24	
10/24/2013	83401	ATKINS NORTH AMERICA, INC.	2455	AUG 2013	1178005		04/2014	1,717.50	1,717.50
101-0000-221.01-02		09/29/2013		AUG 2013	1178005		04/2014	210.00	210.00
101-0000-221.01-02		09/29/2013		AUG 2013	1178005		04/2014	210.00	210.00
101-0000-221.01-02		09/29/2013		AUG 2013	1178005		04/2014	140.00	140.00
101-0000-221.01-02		09/29/2013		AUG 2013	1178005		04/2014	457.50	457.50
101-0000-221.01-02		09/29/2013		AUG 2013	1178005		04/2014	700.00	700.00
10/24/2013	83402	AZTEC LANDSCAPING INC	310	SEP MAINTENANCE	0025329-IN	140099	03/2014	1,540.00	1,540.00
101-5010-431.21-04		09/30/2013						1,540.00	
10/24/2013	83403	BARRETT ENGINEERED PUMPS	356	IMPELLER DUCTILE IRON	087093	140336	04/2014	543.08	543.08
601-5060-436.28-01		10/01/2013						543.08	
10/24/2013	83405	CALIFORNIA AMERICAN WATER	612	05-0093917-8	10-23-2013		03/2014	12,243.15	12,243.15
101-3030-423.27-02		10/04/2013		05-0094000-2	10-23-2013		03/2014	94.01	94.01
101-5010-431.27-02		10/04/2013		05-0094041-6	10-23-2013		03/2014	25.91	25.91
101-5010-431.27-02		10/04/2013		05-0094076-2	10-23-2013		03/2014	25.91	25.91
101-5010-431.27-02		10/04/2013		05-0094163-8	10-23-2013		03/2014	21.22	21.22
101-5010-431.27-02		10/04/2013		05-0094234-7	10-23-2013		03/2014	21.22	21.22
101-5010-431.27-02		10/04/2013		05-0094268-5	10-23-2013		03/2014	21.22	21.22
101-5010-431.27-02		10/04/2013		05-0094293-3	10-23-2013		03/2014	35.28	35.28
101-5010-431.27-02		10/04/2013		05-0094304-8	10-23-2013		03/2014	21.22	21.22
101-5010-431.27-02		10/04/2013						198.22	198.22

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
10/24/2013	83406	CALIFORNIA DENTAL	10/04/2013	05-0094973-0 09/03-10/01	10-23-2013		03/2014	583.80	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0101092-0 09/06-10/07	11-04-2013		03/2014	12.12	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0102217-2 09/06-10/07	11-04-2013		03/2014	116.80	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0102503-5 09/06-10/07	11-04-2013		03/2014	575.06	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0102504-3 09/06-10/07	11-04-2013		03/2014	7.43	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0102729-6 09/06-10/07	11-04-2013		03/2014	520.18	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0106225-1 09/09-10/08	11-04-2013		03/2014	7.43	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0106249-1 09/09-10/08	11-04-2013		03/2014	12.12	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0106336-6 09/09-10/08	11-04-2013		03/2014	7.43	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0106337-4 09/09-10/08	11-04-2013		03/2014	35.55	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0106337-4 09/09-10/08	11-04-2013		03/2014	1,123.58	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0109756-2 09/10-10/09	11-04-2013		03/2014	701.28	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0110529-0 09/11-10/10	11-04-2013		03/2014	54.30	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0111454-0 09/11-10/10	11-04-2013		03/2014	68.75	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0111478-9 09/11-10/10	11-04-2013		03/2014	3,675.28	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0111479-7 09/11-10/10	11-04-2013		03/2014	223.45	
10/24/2013	83406	CALIFORNIA DENTAL	10/15/2013	05-0111480-5 09/11-10/10	11-04-2013		03/2014	56.06	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0424056-5 09/12-10/11	11-04-2013		03/2014	299.64	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0477133-8 09/12-10/11	11-04-2013		03/2014	62.88	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0114612-0 09/16-10/13	11-04-2013		04/2014	7.43	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0114717-7 09/12-10/11	11-04-2013		04/2014	16.81	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115202-9 09/12-10/11	11-04-2013		04/2014	2,657.94	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115205-2 09/12-10/11	11-04-2013		04/2014	575.06	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115206-0 09/12-10/11	11-04-2013		04/2014	139.06	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115208-6 09/12-10/11	11-04-2013		04/2014	18.55	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115210-2 09/12-10/11	11-04-2013		04/2014	110.94	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115211-0 09/12-10/11	11-04-2013		04/2014	7.43	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115214-4 09/12-10/11	11-04-2013		04/2014	7.43	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115249-0 09/12-10/11	11-04-2013		04/2014	12.12	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115949-5 09/16-10/13	11-04-2013		04/2014	21.50	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0115950-3 09/16-10/13	11-04-2013		04/2014	35.55	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0116368-7 09/16-10/13	11-04-2013		04/2014	7.43	
10/24/2013	83406	CALIFORNIA DENTAL	10/16/2013	05-0117419-7 09/16-10/13	11-04-2013		04/2014	18.55	
10/24/2013	83406	CALIFORNIA DENTAL	10/17/2013	05-0546597-1 09/17-10/14	11-05-2013		04/2014	605.44	
10/24/2013	83406	CALIFORNIA DENTAL	09/26/2013	2480 PAYROLL AP PPE 9/19/13	20130926		03/2014	309.94	
10/24/2013	83406	CALIFORNIA DENTAL	10/10/2013	PAYROLL AP PPE 10/03/13	20131010		04/2014	309.94	
10/24/2013	83406	CALIFORNIA DENTAL	09/27/2013	NOV 2013 DENTAL PREMIUM	NOV 2013		04/2014	14.44-	
10/24/2013	83407	CDW GOVERNMENT INC	09/27/2013	725 ETHERNET NETWORK ADAPTER	GC50038	140085	03/2014	490.90	
10/24/2013	83407	CDW GOVERNMENT INC	10/03/2013	2TB HARD DRIVE	GF91377	140085	04/2014	19.98	
10/24/2013	83407	CDW GOVERNMENT INC	10/04/2013	(2) 2TB HARD DRIVE	GG73425	140085	04/2014	116.86	
10/24/2013	83407	CDW GOVERNMENT INC	10/15/2013	8GB MEMORY	GL97156	140085	04/2014	224.53	
10/24/2013	83407	CDW GOVERNMENT INC	10/16/2013	4 PORT USB HUB	GM32897	140085	04/2014	112.45	
10/24/2013	83408	CLEAN HARBORS	10/03/2013	913 SEP 2013	1000163330	140026	04/2014	892.00	
10/24/2013	83409	CORODATA MEDIA STORAGE, INC.	09/30/2013	2334 SEP 2013	DS1259744	140096	03/2014	892.00	
10/24/2013	83409	CORODATA MEDIA STORAGE, INC.	09/30/2013	2334 SEP 2013	DS1259744	140096	03/2014	136.57	

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10/24/2013	83410	COUNTY OF SAN DIEGO RCS		1065					3,650.50	
10/01/2013	101-3010-421.21-25	SEP 2013			14CTOFIBN03	140165	04/2014		2,378.50	
10/01/2013	101-3020-422.21-25	SEP 2013			14CTOFIBN03	140165	04/2014		371.00	
10/01/2013	101-3030-423.21-25	SEP 2013			14CTOFIBN03	140165	04/2014		901.00	
10/24/2013	83411	COX COMMUNICATIONS		1073					149.37	
10/14/2013	101-6010-451.29-04	10/13-11/12 3110015531401			11-03-2013	140162	04/2014		149.37	
10/24/2013	83412	CYNTHIA TIIGEN CONSULTING, INC		2340					450.00	
10/11/2013	101-1130-412.20-06	10/08-10/11/2013			201319	140082	04/2014		450.00	
10/24/2013	83413	GO-STAFF, INC.		2031					1,382.32	
10/15/2013	101-1210-413.21-01	W/E 10/13/13 FERGUSON,N			114886	140089	04/2014		978.12	
10/08/2013	101-3020-422.21-01	W/E 10/06/13 MEDLEY,A			114537	140164	04/2014		404.20	
10/24/2013	83414	GREGORY HUGHES		2367					78.74	
10/09/2013	217-5000-532.20-06	CLEAN&GREEN-HOLT/190 CALL			10-09-2013 CO	F14016	04/2014		78.74	
10/24/2013	83415	GROUND SERVICE TECHNOLOGY, INC		2255					135.00	
10/09/2013	503-1923-419.30-22	TROUBLESHOOT CAT5 JACKS			28096	140354	04/2014		135.00	
10/24/2013	83416	IMPERIAL BEACH TROPHIES		319					338.85	
08/29/2013	101-1010-411.28-07	SURFBOARD STRESS RELIEVER			5193	140345	02/2014		338.85	
10/24/2013	83417	INTERSTATE BATTERY OF SAN DIEG		388					112.47	
10/07/2013	501-1921-419.28-16	MTP-78			680037254	140009	04/2014		112.47	
10/24/2013	83418	JACQUELINE M HALD		426					420.00	
10/22/2013	101-1020-411.11-08	2013 HEALTH CARE REIMBURS			2013 HCR		04/2014		420.00	
10/24/2013	83419	JANI-KING OF CALIFORNIA, INC.		2042					3,470.64	
10/01/2013	101-1910-419.21-04	OCT JANI SVCS			SD010130616	140104	04/2014		3,470.64	
10/24/2013	83420	JASON BELL		1432					345.61	
10/02/2013	101-3020-422.30-02	REIMBURSE OPEN HOUSE			501173		04/2014		162.62	
10/02/2013	101-3020-422.30-02	REIMBURSE OPEN HOUSE			543335		04/2014		53.93	
10/04/2013	101-3020-422.30-02	REIMBURSE OPEN HOUSE			566465		04/2014		76.56	
10/04/2013	101-3020-422.30-02	REIMBURSE OPEN HOUSE			441527		04/2014		52.50	
10/24/2013	83421	JOHN DEERE LANDSCAPES		1986					144.42	
10/17/2013	101-5050-435.28-01	PVC PIPE/COUPLER			66444029	140028	04/2014		71.15	
09/30/2013	101-6020-452.30-02	GLOBE VALVE			66244526	140028	03/2014		73.27	
10/24/2013	83422	KANE, BALLMER & BERKMAN		1828					42,791.37	
09/13/2013	303-1250-413.20-01	AUG 2013-RDA ISSUES SHARE			19435	140352	03/2014		413.85	
09/13/2013	303-1250-413.20-01	AUG 2013-ADMIN SD LITIGAT			19481	140352	03/2014		2,404.75	
09/13/2013	101-5000-532.20-06	AUG 2013-9TH/PALM DDA			19491	140352	03/2014		412.50	
09/13/2013	303-1250-413.20-01	AUG 2013-AFFORDABLE HSTING			19492	140352	03/2014		2,018.06	
09/13/2013	303-1250-413.20-01	AUG 2013-BIKEWAY VILLAGE			19493	140352	03/2014		836.72	

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10/24/2013	83423	KOA CORPORATION	611	AUG 2013-SUCCESSOR AGENCY	19495	140352	03/2014	16,456.07	16,456.07
10/24/2013	83424	MCDUGAL LOVE ECKIS &	962	AUG 2013-SEACOAST INN OPA	19496	140352	03/2014	5,705.75	5,705.75
10/24/2013	83425	NASLAND ENGINEERING	1656	AUG 2013-2003 TABS REFNDG	19497	140352	03/2014	14,557.50	14,557.50
10/24/2013	83426	NOVA SERVICES	2	AUG 2013-SUCCESSOR AGENCY	19495	140352	03/2014	13,183.00	13,183.00
10/24/2013	83427	PACIFIC TOWING	2	AUG 2013-13TH ST RD DIET	JB32017X3	130874	02/2014	1,886.50	1,886.50
10/24/2013	83428	PRUDENTIAL OVERALL SUPPLY	72	SEP 2013 MONTHLY RETAINER	84618	140198	03/2014	8,227.00	8,227.00
10/24/2013	83429	PARS	2425	SEP 2013 IB STREET IMPRVM	93758	071139	03/2014	851.25	851.25
10/24/2013	83430	RANCHO AUTO & TRUCK PARTS	1685	OL REFUNDS	0011595		04/2014	57.00	57.00
10/24/2013	83431	RANCHO AUTO & TRUCK PARTS	1685	OL REFUNDS	0010962		04/2014	53.00	53.00
10/24/2013	83432	RBF CONSULTING	1756	JANITORIAL SUPPLIES	348730	140022	04/2014	427.83	427.83
10/24/2013	83433	RECLAIMED AGGREGATES, INC.	2137	JANITORIAL SUPPLIES	344917	140022	01/2014	247.41	247.41
10/24/2013	83434	RECLAIMED AGGREGATES, INC.	2137	AUG 2013	26960	140271	04/2014	400.00	400.00
10/24/2013	83435	RECLAIMED AGGREGATES, INC.	2137	WE 09/25 PW UNIFORMS	30368949	140094	03/2014	506.42	506.42
10/24/2013	83436	RECLAIMED AGGREGATES, INC.	2137	WE 10/2 PW UNIFORMS	30370438	140094	04/2014	122.55	122.55
10/24/2013	83437	RECLAIMED AGGREGATES, INC.	2137	10/09/13 PW UNIFORMS	30374941	140094	04/2014	130.65	130.65
10/24/2013	83438	RECLAIMED AGGREGATES, INC.	2137	10/16/2013 PW UNIFORMS	30373435	140094	04/2014	122.56	122.56
10/24/2013	83439	RECLAIMED AGGREGATES, INC.	2137	#A-1 RADIATOR HOSE/HARDWA	7693-172258	140016	04/2014	478.42	478.42
10/24/2013	83440	RECLAIMED AGGREGATES, INC.	2137	#A-1 GASKET	7693-172269	140016	04/2014	100.52	100.52
10/24/2013	83441	RECLAIMED AGGREGATES, INC.	2137	STOCK FILTERS/WIPERS	7693-172339	140016	04/2014	.67	.67
10/24/2013	83442	RECLAIMED AGGREGATES, INC.	2137	#622 AIR FILTERS	7693-172410	140016	04/2014	113.02	113.02
10/24/2013	83443	RECLAIMED AGGREGATES, INC.	2137	#602 DISTRIBUTOR	7693-172529	140016	04/2014	48.36	48.36
10/24/2013	83444	RECLAIMED AGGREGATES, INC.	2137	STOCK AIR FILTER	7693-172585	140016	04/2014	80.32	80.32
10/24/2013	83445	RECLAIMED AGGREGATES, INC.	2137	STOCK TERRACAIR DEF	7693-172894	140016	04/2014	15.70	15.70
10/24/2013	83446	RECLAIMED AGGREGATES, INC.	2137	STOCK AIR FILTER	7693-172895	140016	04/2014	62.80	62.80
10/24/2013	83447	RECLAIMED AGGREGATES, INC.	2137	STOCK FILTERS	7693-172979	140016	04/2014	15.70	15.70
10/24/2013	83448	RECLAIMED AGGREGATES, INC.	2137	AUG 2013 PW YARD IMPRVMT	859303	070418	03/2014	41.33	41.33
10/24/2013	83449	RECLAIMED AGGREGATES, INC.	2137	JUL 2013 BAYSHORE BIKEWAY	859304	140270	03/2014	15,299.00	15,299.00
10/24/2013	83450	RECLAIMED AGGREGATES, INC.	2137	JUL 2013 BAYSHORE BIKEWAY	859304	140270	03/2014	7,714.00	7,714.00
10/24/2013	83451	RECLAIMED AGGREGATES, INC.	2137	JUL 2013 BAYSHORE BIKEWAY	859304	140270	03/2014	6,674.80	6,674.80
10/24/2013	83452	RECLAIMED AGGREGATES, INC.	2137	CONCRETE RECYCLING	74-ACC-01742	140036	04/2014	910.20	910.20
10/24/2013	83453	RECLAIMED AGGREGATES, INC.	2137	CONCRETE RECYCLING	74-ACC-01742	140036	04/2014	225.00	225.00

PROGRAM: GM350L  
CITY OF IMPERIAL BEACH

FROM 10/07/2013 TO 10/25/2013

BANK CODE

\*ALL\*

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
10/24/2013	83434	REGIONAL TRAINING CENTER						274.00	274.00
101-5020-432.28-04		10/04/2013	130	GALAVIZ, S MICROSOFT TRNG	11758		04/2014	274.00	
10/24/2013	83435	RELIABLE TIRES COMPANY						230.50	230.50
101-5040-434.21-04		10/16/2013	136	USED TIRE PICK UP	86214		04/2014	230.50	
10/24/2013	83436	ROBERT HALF TECHNOLOGY						1,781.25	1,781.25
503-1923-419.10-02		10/10/2013	1826	10/04/13 WASHINGTON, E	38922975	140098	04/2014	906.25	906.25
503-1923-419.10-02		10/16/2013		10/11/13 WASHINGTON,E	38964222	140098	04/2014	875.00	875.00
10/24/2013	83437	SAFEGWAY SIGN COMPANY						2,797.20	2,797.20
101-5010-431.21-23		10/01/2013	2309	STOP SIGNS	95578	140068	04/2014	2,797.20	
10/24/2013	83438	SAN DIEGO GAS & ELECTRIC						18,520.81	18,520.81
101-3020-422.27-01		10/08/2013	1399	1008 786 9371 08/29-09/30	10-24-2013		03/2014	34.49	34.49
101-1910-419.27-01		10/08/2013		1008 786 9371 08/29-09/30	10-24-2013		03/2014	145.44	145.44
101-5010-431.27-01		10/08/2013		1008 860 4389 08/27-09/26	10-24-2013		03/2014	161.49	161.49
101-3020-422.27-01		10/08/2013		1980 769 7764 08/28-09/29	10-24-2013		03/2014	3,818.56	3,818.56
601-5060-436.27-01		10/08/2013		5263 521 9238 08/27-09/26	10-24-2013		03/2014	10.00	10.00
101-6020-452.27-01		10/08/2013		5649 771 4749 08/30-10/01	10-24-2013		03/2014	10.20	10.20
101-5010-431.27-01		10/08/2013		5649 771 4749 08/30-10/01	10-24-2013		03/2014	7,061.60	7,061.60
101-5010-431.27-01		10/08/2013		8507 517 8464 08/30-10/01	10-24-2013		03/2014	138.53	138.53
601-5060-436.27-01		10/08/2013		8507 517 8464 08/30-10/01	10-24-2013		03/2014	83.86	83.86
101-6020-452.27-01		10/08/2013		8507 517 8464 08/30-10/01	10-24-2013		03/2014	1,088.23	1,088.23
601-5060-436.27-01		10/15/2013		8541 770 1270 08/30-09/30	10-31-2013		03/2014	4,830.29	4,830.29
101-5020-432.27-01		10/08/2013		9169 299 2261 08/26-09/25	10-24-2013		03/2014	1,138.12	1,138.12
10/24/2013	83439	SAN DIEGO COUNTY ASSESSOR						125.00	125.00
101-1920-419.29-04		10/01/2013	2120	JUL-SEP 2013 MPR EXTRACT	2013089	140342	04/2014	125.00	
10/24/2013	83440	SD AREA CHAPTER ICC: RCP BLOCK						100.00	100.00
101-3040-424.28-04		10/22/2013	1	HOLDEN, J - 2013 CA CODES	12-18-2013		04/2014	50.00	50.00
101-3040-424.28-04		10/22/2013		NOWAK, D - 2013 CA CODES	12-18-2013		04/2014	50.00	50.00
10/24/2013	83441	SERVICE MASTER ABSOLUTE						1,940.57	1,940.57
101-3020-422.20-06		09/16/2013	2538	SHERIFF DEPT CLEAN UP	35310		04/2014	1,940.57	
10/24/2013	83442	SKS INC.						9,959.09	9,959.09
501-1921-419.28-15		10/10/2013	412	447.6 G DIESEL/1270 G REG	1258222-IN	140046	04/2014	6,070.01	6,070.01
501-1921-419.28-15		10/17/2013		1091.3 GAL REG FUEL	1258362-IN	140046	04/2014	3,889.08	3,889.08
10/24/2013	83443	SOUTH COUNTY ECONOMIC						2,000.00	2,000.00
101-1010-411.28-04		10/08/2013	484	23RD ANNUAL SUMMIT SPONSOR	155-13	140344	04/2014	2,000.00	
10/24/2013	83444	SOUTH WEST SIGNAL						160.00	160.00
101-5010-431.21-04		09/30/2013	488	SEP 2013 MAINT	51292	140035	03/2014	160.00	160.00
10/24/2013	83445	THYSSENKRUPP ELEVATOR						777.74	777.74
101-3030-423.20-06		10/01/2013	663	OCT-DEC MAINTENANCE	1037084290	140159	04/2014	777.74	777.74

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10/24/2013	83446	TRANSWORLD SYSTEMS INC.		2160	SEP 2013 COLLECTION FEES	776796		03/2014	153.12	153.12
101-1910-419.21-04		09/30/2013								
10/24/2013	83452	U.S. BANK		1873	PRINT FEES-RCRD REQUEST	36811	140277	03/2014	24,143.54	24,143.54
101-1020-411.28-11		08/29/2013			ICSC CONF REG-JANNEY, J	1570497	140278	03/2014	320.00	320.00
101-1010-411.28-04		08/22/2013			HALL, JANNEY, MALCOM-MTG	096308	140278	03/2014	31.52	31.52
101-1010-411.28-04		08/29/2013			SURFBOARD STRESS RELIEVER	5193	140281	03/2014	338.85	338.85
101-1010-411.28-07		08/29/2013			JANNEY, J TRAVEL TO SAC	3997759/3997758	140284	03/2014	96.04	96.04
101-1010-411.28-04		08/22/2013			PRKG FEE/SANDAG -NAKAGAWA	8204	140276	03/2014	4.00	4.00
101-3040-424.30-01		09/03/2013			MESSAGE BOOKS/FILE FOLDER	673384798-001	140277	03/2014	52.00	52.00
101-3040-424.30-01		09/13/2013			DESK CALENDAR	673384928-001	140277	03/2014	3.57	3.57
101-1110-412.28-04		09/13/2013			PRKNG FEE/SUMMIT-HALL,A	054164	140278	03/2014	15.00	15.00
101-1110-412.28-04		09/19/2013			PRKNG FEE/CONF-HALL,A	044095	140278	03/2014	15.00	15.00
101-1110-412.28-14		09/12/2013			CONSTANT CONTACT	1378975404939	140281	03/2014	30.00	30.00
101-1110-412.20-06		09/12/2013			BUSINESS CARD REDESIGN	35	140281	03/2014	275.00	275.00
101-1010-411.28-04		09/18/2013			09/18/13 CC DINNER	060245	140281	03/2014	52.89	52.89
101-1010-411.28-04		09/19/2013			JANNEY, J-CONF PRKNG FEES	09-19-2013	140284	03/2014	15.00	15.00
101-6010-451.30-02		09/17/2013			CAFE ITEMS	256796881	140285	03/2014	265.76	265.76
101-1110-412.28-04		08/22/2013			ICSC CONF REG-HALL,A	1137715	140278	02/2014	320.00	320.00
101-1110-412.28-12		08/22/2013			ICSC MEMBERSHIP/HALL,A	1137715	140278	02/2014	100.00	100.00
101-1010-411.28-04		08/22/2013			JANNEY, J TRAVEL TO SACRAM	A4W2Q9	140284	02/2014	469.80	469.80
101-1010-411.28-12		08/22/2013			JANNEY, J-ICSC DUES	1570497	140284	02/2014	50.00	50.00
101-3030-423.30-02		07/24/2013			MEDICAL SUPPLIES	639758	140296	03/2014	140.01	140.01
101-3030-423.30-02		08/23/2013			DIVER RESCUE DRY SUIT	92619	140293	03/2014	998.68	998.68
101-3030-423.28-04		08/25/2013			LG TRIATHLON REFRESHMNTS	711002	140296	03/2014	50.00	50.00
101-3030-423.30-02		08/28/2013			LG LOCKER-ROOM SHAMPOO	044884	140296	03/2014	24.60	24.60
101-3030-423.28-01		08/28/2013			SMALL TOOLS/SUPPLIES	090298/4290969	140296	03/2014	131.54	131.54
101-3030-423.30-02		08/28/2013			BATTERY/CUTTERS	74643537	140296	03/2014	21.04	21.04
101-3030-423.28-04		09/15/2013			LINDQUIST, J-BAGGAGE EXP	0272133446913	140293	03/2014	20.00	20.00
101-3030-423.28-04		09/15/2013			AYALA,A-BAGGAGE EXP	0272133446914	140293	03/2014	20.00	20.00
101-3030-423.28-04		09/15/2013			AYALA,A-MEAL EXPENSE	006504	140293	03/2014	12.77	12.77
101-3030-423.28-04		09/15/2013			AYALA,A-MEAL EXP, RESCUE	122566	140293	03/2014	37.40	37.40
101-3030-423.28-04		09/16/2013			AYALA, A RESCUE TRIP MEAL	218586	140293	03/2014	45.88	45.88
101-3030-423.28-04		09/19/2013			AYALA,A-RESCUE TRIP MEALS	219164	140293	03/2014	45.03	45.03
101-3030-423.30-02		09/03/2013			OFFICE SUPPLIES	8136	140296	03/2014	99.79	99.79
101-3030-423.30-02		09/04/2013			MEDICAL SUPPLIES	652424	140296	03/2014	184.36	184.36
101-3030-423.30-02		09/04/2013			PROTECTIVE GLOVES-LG	81192710	140296	03/2014	102.61	102.61
101-3030-423.30-03		09/12/2013			LG UNIFORM ALTERATION	529159	140296	03/2014	36.00	36.00
101-3030-423.30-02		08/23/2013			DIVER RESCUE DRY SUIT	92619	140294	03/2014	998.67	998.67
101-3030-423.28-04		08/24/2013			LINDQUIST, J-RESCUE TRIP	0272132268238	140294	03/2014	227.80	227.80
101-3030-423.28-04		08/24/2013			AYALA,A-RESCUE TRIP FARE	0272132268239	140294	03/2014	227.80	227.80
101-3030-423.28-01		09/07/2013			PWC EQUIPMENT	6746	140294	03/2014	57.56	57.56
101-3030-423.30-02		09/13/2013			FATER RESCUE SUPPLIES	002041/8022160	140294	03/2014	22.77	22.77
101-3030-423.28-01		09/13/2013			PWC REPAIR	48091	140294	03/2014	195.44	195.44
101-3030-423.28-04		09/16/2013			LINDQUIST, J TRAINING-MEAL	094484	140294	03/2014	21.00	21.00
101-3030-423.28-04		09/16/2013			LINDQUIST,AYALA-MEALS/TRN	905465	140294	03/2014	21.95	21.95
101-3030-423.28-04		09/16/2013			LINDQUIST, J-MEAL EXPENSE	218894	140294	03/2014	47.90	47.90
101-3030-423.28-04		09/19/2013			LINDQUIST-MEALS EXP-TRNG	096859	140294	03/2014	35.00	35.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
101-3030-423.28-04	09/20/2013	LINDQUIST/AYALA-CAR EXPEN	09/20/2013	LINDQUIST/AYALA-CAR EXPEN	PDX-277333	140294	03/2014	857.93	
101-3030-423.28-04	09/20/2013	LINDQUIST, MEALS EXPENSE	09/20/2013	LINDQUIST, MEALS EXPENSE	017498	140294	03/2014	18.00	
101-3030-423.28-04	09/21/2013	LINDQUIST/AYALA-LODGING	09/21/2013	LINDQUIST/AYALA-LODGING	15041	140294	03/2014	369.15	
101-3030-423.30-02	08/24/2013	STAND UP PADDLES	08/24/2013	STAND UP PADDLES	5484461055	140294	02/2014	160.00	
101-3020-422.30-02	08/30/2013	PEDIATRIC ALS BAGS	08/30/2013	PEDIATRIC ALS BAGS	38113156	140290	03/2014	630.70	
101-3020-422.30-02	08/30/2013	BANNER STORAGE PIPES	08/30/2013	BANNER STORAGE PIPES	029225/2560768	140291	03/2014	13.40	
101-3030-423.28-01	08/07/2013	RCS RADIO REPAIR	08/07/2013	RCS RADIO REPAIR	553188-00	140297	03/2014	91.24	
101-3030-423.30-02	08/26/2013	RIVER RESCUE EQUIPMENT	08/26/2013	RIVER RESCUE EQUIPMENT	106812	140297	03/2014	1,197.54	
101-3020-422.30-22	09/10/2013	VITAMIX	09/10/2013	VITAMIX	09-10-2013	140290	03/2014	484.92	
101-3020-422.30-02	09/02/2013	STATION SUPPLIES	09/02/2013	STATION SUPPLIES	074403	140292	03/2014	151.21	
101-3020-422.28-11	09/05/2013	FD ROUND STICKERS	09/05/2013	FD ROUND STICKERS	IB952	140292	03/2014	322.92	
101-3020-422.30-02	09/18/2013	TOWEL BAR/PAINT	09/18/2013	TOWEL BAR/PAINT	084370/3592283	140292	03/2014	32.31	
101-3030-423.30-02	09/05/2013	LASER THERMOMETER	09/05/2013	LASER THERMOMETER	082018	140297	03/2014	119.85	
101-3030-423.30-02	09/05/2013	LG UNIFORM SHORTS/SHOES/B	09/05/2013	LG UNIFORM SHORTS/SHOES/B	181016	140297	03/2014	595.27	
101-3030-423.28-01	09/09/2013	EPOXY FOR REPAIR	09/09/2013	EPOXY FOR REPAIR	3980-192838	140297	03/2014	7.55	
101-3030-423.28-01	09/11/2013	WASH COMMAND VEHICLE	09/11/2013	WASH COMMAND VEHICLE	53986	140297	03/2014	5.00	
101-3030-423.28-01	09/17/2013	MASKING TAPE/CLEANER	09/17/2013	MASKING TAPE/CLEANER	046695/7583434	140297	03/2014	27.23	
101-3030-423.30-02	09/17/2013	CITATION BINDER	09/17/2013	CITATION BINDER	182537	140297	03/2014	47.79	
502-1922-419.30-02	08/27/2013	ROLLERHOUSE	08/27/2013	ROLLERHOUSE	194247	140282	03/2014	256.06	
101-11010-411.30-02	09/01/2013	CITY COUNCIL BEVERAGES	09/01/2013	CITY COUNCIL BEVERAGES	093558	140282	03/2014	26.06	
101-1130-412.28-12	09/03/2013	CM MTG REFRESHMENTS	09/03/2013	CM MTG REFRESHMENTS	074158	140282	03/2014	17.98	
101-1130-412.28-12	09/05/2013	CSMFO MEMBERSHIP	09/05/2013	CSMFO MEMBERSHIP	15535	140282	03/2014	55.00	
101-1920-419.30-02	09/09/2013	SEP/OCT 2013 AUTO ATTENDA	09/09/2013	SEP/OCT 2013 AUTO ATTENDA	34163	140282	03/2014	300.00	
101-1130-412.30-02	09/13/2013	HEALTH FAIR SUPPLIES	09/13/2013	HEALTH FAIR SUPPLIES	09-13-2013	140282	03/2014	16.35	
101-11010-411.30-02	09/15/2013	CITY COUNCIL MTG SUPPLIES	09/15/2013	CITY COUNCIL MTG SUPPLIES	071457	140282	03/2014	47.87	
101-1130-412.28-04	09/17/2013	HR WEBINAR	09/17/2013	HR WEBINAR	TWS3176	140282	03/2014	54.00	
101-1130-412.28-04	09/18/2013	HR WEBINAR	09/18/2013	HR WEBINAR	9FR59764VN63074	140282	03/2014	55.00	
503-1923-419.20-06	08/16/2013	IT SUPPORT	08/16/2013	IT SUPPORT	6002504770	140298	03/2014	259.00	
503-1923-419.30-22	08/21/2013	DESKTOP HARD DRIVE 500GB	08/21/2013	DESKTOP HARD DRIVE 500GB	002-7075906-555	140298	03/2014	80.82	
503-1923-419.28-04	08/22/2013	PERSONAL CHG-REIMBURSED	08/22/2013	PERSONAL CHG-REIMBURSED	08-22-2013	140298	03/2014	24.80	
503-1923-419.30-22	08/27/2013	DUAL RANK MEMORY MODULE	08/27/2013	DUAL RANK MEMORY MODULE	08-27-2013	140298	03/2014	101.88	
503-1923-419.30-22	08/27/2013	PRIVACY FILTER	08/27/2013	PRIVACY FILTER	2677874-751029	140298	03/2014	79.84	
503-1923-419.20-06	08/28/2013	LOGMEIN ANNUAL SUBSCRPTN	08/28/2013	LOGMEIN ANNUAL SUBSCRPTN	VRFC9D7E4240	140298	03/2014	199.00	
503-1923-419.30-22	08/28/2013	CAT 5 CABLE	08/28/2013	CAT 5 CABLE	08-28-2013	140298	03/2014	29.13	
503-1923-419.20-06	08/30/2013	NEW DOMAIN SUBSCRIPTION	08/30/2013	NEW DOMAIN SUBSCRIPTION	1150-3203-2691-	140298	03/2014	25.00	
503-1923-419.30-22	09/07/2013	PERSONAL CHG-REIMBURSED	09/07/2013	PERSONAL CHG-REIMBURSED	09-07-2013	140298	03/2014	16.19	
503-1923-419.20-06	09/11/2013	APPLE SUPPORT ONLINE	09/11/2013	APPLE SUPPORT ONLINE	09-11-2013	140298	03/2014	19.00	
503-1923-419.30-22	09/16/2013	PHONE CABLE	09/16/2013	PHONE CABLE	034342	140298	03/2014	12.95	
503-1923-419.30-22	09/16/2013	CREDIT -RTND CONAIR WW DI	09/16/2013	CREDIT -RTND CONAIR WW DI	2050537	140298	03/2014	21.59-	
503-1923-419.30-22	09/17/2013	CABLE/CORDS/CHARGER	09/17/2013	CABLE/CORDS/CHARGER	000485/4571415	140298	03/2014	72.07	
503-1923-419.28-04	09/19/2013	LOPEZ,H-MISAC CONF REGIST	09/19/2013	LOPEZ,H-MISAC CONF REGIST	KTNM2GRFDQ6	140298	03/2014	375.00	
503-1923-419.30-22	09/19/2013	COMPUTER SRGE OUTLET	09/19/2013	COMPUTER SRGE OUTLET	047737/2592382	140298	03/2014	33.98	
503-1923-419.30-22	09/19/2013	MISAC MEMBERSHIP FEE	09/19/2013	MISAC MEMBERSHIP FEE	300000553	140298	03/2014	240.00	
503-1923-419.28-04	09/19/2013	IT SUPPORT PRO PHONE	09/19/2013	IT SUPPORT PRO PHONE	5003406650	140298	03/2014	259.00	
601-5060-436.28-13	08/26/2013	MARTINEZ,H-CWEA MEMBERSHP	08/26/2013	MARTINEZ,H-CWEA MEMBERSHP	212790	140300	03/2014	148.00	
601-5060-436.28-13	08/26/2013	MARTINEZ,H-CWEA EXAM FEE	08/26/2013	MARTINEZ,H-CWEA EXAM FEE	212791	140300	03/2014	145.00	
101-5010-431.30-02	08/26/2013	PRESSURE WASHER LANCE	08/26/2013	PRESSURE WASHER LANCE	SR12-1853	140305	03/2014	48.34	
402-5000-532.20-06	08/30/2013	TEMPORARY FENCE	08/30/2013	TEMPORARY FENCE	1727419	140320	03/2014	854.70	
101-6020-452.30-02	08/30/2013	IRRIGATION SUPPLIES	08/30/2013	IRRIGATION SUPPLIES	096068/5290796	140322	03/2014	75.54	
101-6020-452.30-02	08/29/2013	IRRIGATION SUPPLIES	08/29/2013	IRRIGATION SUPPLIES	8396413-A-1	140322	03/2014	213.74	

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	BANK CODE	CHECK AMOUNT	TRN AMOUNT
101-5060	436.30-02	09/18/2013		LIQUID HAND SCRUB	96447181	140300	03/2014		186.52	186.52
101-6020	452.30-02	09/03/2013		IRRIGATION SUPPLIES	097158/8018879	140322	03/2014		20.56	20.56
101-6020	452.30-02	09/10/2013		HITCH PINS	061993/1011740	140322	03/2014		24.00	24.00
101-6020	452.30-02	09/19/2013		MULCH	061365/2294541	140322	03/2014		52.38	52.38
101-5010	431.30-02	08/28/2013		FRAME FOR ROLLERS/MINI RL	093864/4230057	140302	03/2014		25.22	25.22
101-5050	435.30-02	08/27/2013		NELSON,G-WORK BOOTS	034457	140307	03/2014		137.33	137.33
101-5060	436.30-22	08/28/2013		HAND TOOLS	082488/4580806	140314	03/2014		94.82	94.82
101-5010	431.21-23	08/22/2013		REFLECTIVE TAPE	085383-00	140316	03/2014		76.63	76.63
101-5010	431.30-02	08/27/2013		ALUMINUM FLASHING	028397/5016932	140316	03/2014		36.20	36.20
101-5010	431.30-02	08/27/2013		SUNSCREEN LOTION	2718	140316	03/2014		38.20	38.20
101-5010	431.30-02	09/12/2013		PROPANE TANKS	023144	140302	03/2014		47.39	47.39
101-5010	431.30-02	09/15/2013		PROPANE EXCNG/TAPE MEASUR	022903/3263008	140302	03/2014		113.97	113.97
101-6040	454.30-02	09/17/2013		SANDBAPER/MASKS	036702/6571211	140311	03/2014		57.08	57.08
101-6040	454.30-02	09/20/2013		PLAZA/GREEN ROOM KEYS	000018	140311	03/2014		44.55	44.55
101-6040	454.30-02	09/20/2013		TOOLS AND MULCH	061046/1571841	140311	03/2014		52.26	52.26
101-6040	454.30-02	09/21/2013		IRRIGATION SUPPLIES	061718/0563146	140311	03/2014		33.00	33.00
101-5010	431.30-02	09/13/2013		HOT POUR CRACK SEALANT	2083324	140316	03/2014		625.81	625.81
501-1921	419.28-16	08/22/2013		E-39 CAB DOOR SLIDE	469079	140318	03/2014		32.29	32.29
501-1921	419.28-16	08/29/2013		E-39 KNOB	469164	140318	03/2014		48.34	48.34
501-1921	419.28-01	08/21/2013		#119 SMOG	48421	140319	03/2014		41.75	41.75
501-1921	419.28-16	08/21/2013		CR FOR RTND MIRROR ASY	5037784	140319	03/2014		58.48	58.48
501-1921	419.28-01	08/22/2013		#113 SMOG	48434	140319	03/2014		41.75	41.75
501-1921	419.28-01	08/26/2013		#617 SMOG	48457	140319	03/2014		41.75	41.75
501-1921	419.28-01	08/26/2013		#624 SMOG	48493	140319	03/2014		41.75	41.75
601-5060	436.30-02	09/10/2013		SIMPLE GREEN/LIME	073119/9012302	140313	03/2014		160.06	160.06
501-1921	419.28-16	09/16/2013		#239 BRAKE PARTS	2232590003	140318	03/2014		11.71	11.71
501-1921	419.30-02	09/18/2013		FUEL ENJECTOR CLEANER	6700991	140318	03/2014		99.24	99.24
501-1921	419.28-16	09/03/2013		#604 SWITCH WINDOW	5022822	140319	03/2014		17.82	17.82
501-1921	419.28-01	09/10/2013		#A1 SMOG	48538	140319	03/2014		41.75	41.75
501-1921	419.28-01	09/11/2013		#5403 SMOG	48551	140319	03/2014		41.75	41.75
101-6020	452.30-02	08/21/2013		PAINT PLAYGROUND	091034/1566083	140303	03/2014		28.49	28.49
101-1910	419.21-04	08/22/2013		CM OFFICE PAINTING	2013079	140303	03/2014		500.00	500.00
101-6040	454.30-02	08/28/2013		PLANTS/FOOD/GRASS SEED	051990/4290923	140303	03/2014		88.57	88.57
101-6040	454.30-02	08/22/2013		PROTECTIVE GLOVES	81180649	140312	03/2014		872.43	872.43
101-6040	454.30-02	08/26/2013		GALV LINERS W/BALE	070156380	140312	03/2014		433.40	433.40
101-6040	454.30-02	08/27/2013		PAINT/SPRAY SEALANT	004179/5594951	140312	03/2014		233.58	233.58
101-1910	419.30-02	09/09/2013		CA/US FLAGS	59675	140303	03/2014		193.23	193.23
101-1910	419.30-02	09/13/2013		JANITORIAL SUPPLIES	043927/8570927	140303	03/2014		89.99	89.99
101-1910	419.21-04	09/13/2013		FIRE STATION DRAIN CLEAN	09-13-2013	140303	03/2014		77.00	77.00
101-6040	454.30-02	09/16/2013		SANITIZER/REACHERS/GLOVES	53578362	140303	03/2014		611.22	611.22
101-6040	454.30-02	09/05/2013		EARTHGR0 BRN MULCH	010271/6201495	140312	03/2014		21.58	21.58
101-6040	454.30-02	09/05/2013		SPRAY SEALANT/SCREWDRVS	037031/6201452	140312	03/2014		172.09	172.09
101-6040	454.30-02	09/10/2013		ICEPLANT/BARK NUGGETS	077477/1292920	140312	03/2014		150.42	150.42
101-6040	454.30-02	09/18/2013		PAINT & SUPPLIES	007893/3562822	140312	03/2014		253.15	253.15
101-6040	454.30-02	09/20/2013		PROTECTIVE GLOVES	81209242	140312	03/2014		935.59	935.59
101-6040	454.30-02	08/21/2013		CELLANO, J-SAFETY SHOES	017547	140310	03/2014		150.00	150.00
101-6040	454.30-02	08/27/2013		DUCT TAPE/EPOXY/ACETONE	083429/5016968	140310	03/2014		33.53	33.53
101-6040	454.30-02	08/28/2013		TILE CUTTING BIT/EPOXY	001234/4125538	140310	03/2014		35.97	35.97
101-6040	454.30-02	08/30/2013		PAINT/SUPPLIES,CLING SUPPL	087049/2027034	140310	03/2014		45.24	45.24
101-6040	454.30-02	08/30/2013		PAINT/SUPPLIES,CLING SUPPL	087049/2027034	140310	03/2014		6.46	6.46

BANK CODE

\*ALL\*

CHECK DATE	CHECK NUMBER	VENDOR NAME	TRN DATE	VENDOR #	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT
101-6040-454.30-02			08/30/2013		PAINT/SUPPLIES, CLNG SUPPL	087049/2027034	140310	03/2014	23.85	
101-5020-432.30-02			09/05/2013		P/W TRAILER BOTTLE WATER	022203/6581896	140310	03/2014	23.98	
101-6040-454.30-02			09/05/2013		EPOXY MIXING STICKS	069482	140310	03/2014	2.13	
101-6040-454.30-02			09/05/2013		PRIMER/POLY ROPE/GLOVES	083457/6574868	140310	03/2014	54.95	
101-1910-419.30-02			09/12/2013		CUT-IN BOX/OUTLET/PLATE	013000/9570827	140310	03/2014	9.74	
101-1910-419.30-02			09/12/2013		STUDFINDER/BATTERIES	070389/9562323	140310	03/2014	61.51	
101-1910-419.30-02			09/13/2013		ANIT-SHORT BUSHING	091675/8591663	140310	03/2014	1.66	
101-6040-454.30-02			09/18/2013		FLAT TORX/PIN M/S	00319035	140310	03/2014	5.17	
101-1910-419.30-02			08/21/2013		DEADBOLT/SHELF SUPPLIES	054979/1585083	140306	03/2014	15.19	
101-1910-419.30-02			08/21/2013		DEADBOLT/SHELF SUPPLIES	054979/1585083	140306	03/2014	32.27	
101-1910-419.30-02			08/26/2013		BLINDS FOR EOC	014180/6016799	140306	03/2014	317.33	
101-1910-419.30-02			08/26/2013		SHOP STOCK	090088/6026014	140306	03/2014	36.57	
101-1910-419.30-02			08/27/2013		EOC BLINDS/ELECTRICAL SUP	028451/5580678	140306	03/2014	213.02	
101-1910-419.30-02			08/27/2013		EOC BLINDS/ELECTRICAL SUP	028451/5580678	140306	03/2014	35.29	
101-6020-452.30-02			08/28/2013		PAINTING SUPPLIES	068496/5573587	140306	03/2014	27.46	
101-1910-419.30-02			08/29/2013		SERENITY GARDEN PLANTS	47	140306	03/2014	80.63	
101-1910-419.30-02			08/29/2013		PAINT SUPPLIES	007213/3573817	140306	03/2014	76.92	
101-1910-419.30-02			08/29/2013		EOC SUPPLIES	061456/3595284	140306	03/2014	7.27	
101-1910-419.30-02			09/03/2013		EOC TOILET PARTS	072535/8581553	140306	03/2014	17.60	
101-1910-419.30-02			09/03/2013		EOC CLOSET SPUDS	172355	140306	03/2014	30.52	
101-1910-419.30-02			09/05/2013		LAGS/SHIELDS -STOCK	070506/6010367	140306	03/2014	16.32	
101-6020-452.30-02			09/09/2013		SERENITY GARDEN PLANTS	3345 SO	140306	03/2014	230.71	
101-1910-419.30-02			09/12/2013		MOLLIES/FOGGLE BOLTS	080758/9582794	140306	03/2014	23.71	
101-1910-419.30-02			09/16/2013		BATTERIES/SHELF BRACKETS	059465/3120539	140306	03/2014	27.46	
101-1910-419.30-02			09/16/2013		LIGHT SWITCH	082741/3583572	140306	03/2014	3.43	
10/24/2013	83453	VERIZON WIRELESS		2317					1,546.67	
101-5020-432.27-05			10/08/2013		09/09/2013-10/08/2013	9712893376		03/2014	612.31	
101-3040-424.27-05			10/08/2013		09/09/2013-10/08/2013	9712893376		03/2014	40.45	
101-3020-422.27-05			10/08/2013		09/09/2013-10/08/2013	9712893376		03/2014	159.63	
101-3030-423.27-05			10/08/2013		09/09/2013-10/08/2013	9712893376		03/2014	238.46	
101-3070-427.27-05			10/08/2013		09/09/2013-10/08/2013	9712893376		03/2014	41.53	
101-1230-413.27-05			10/08/2013		09/09/2013-10/08/2013	9712893376		03/2014	122.54	
503-1923-419.27-05			10/08/2013		09/09/2013-10/08/2013	9712893376		03/2014	319.43	
503-1923-419.27-05			10/08/2013		09/09/2013-10/08/2013	9712893376		03/2014	12.32	
10/24/2013	83454	WAGE WORKS INC.		2210					113.00	
101-1920-419.21-04			10/16/2013		OCT 2013	125AI0271714	140161	04/2014	113.00	
10/24/2013	83455	WAXIE SANITARY SUPPLY		802					946.44	
101-6040-454.30-02			10/10/2013		JANITORIAL SUPPLIES	74210912	140013	04/2014	946.44	
10/24/2013	83456	WEST GROUP CTR		826					128.52	
101-1020-411.28-14			10/01/2013		SEP 2013	828096622	140187	04/2014	128.52	
10/24/2013	83457	WHITE CAP CONSTRUCTION SUPPLY		1434					116.87	
101-5010-431.30-02			10/02/2013		SAFETY VESTS	10000775465	140015	04/2014	116.87	

DATE RANGE TOTAL \* 980,134.32 \*



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: NOVEMBER 6, 2014  
ORIGINATING DEPT.: PUBLIC WORKS *AH*  
SUBJECT: RESOLUTION NO. 2013-7418 AUTHORIZING THE PURCHASE OF A REPLACEMENT PUBLIC SAFETY DIRECTOR/FIRE CHIEF VEHICLE (EQUIPMENT # 5401) FROM THE FLEET DIVISION OPERATING AND MAINTENANCE CAPITAL OUTLAY BUDGET (501-1921-419-5004)

**EXECUTIVE SUMMARY:**

Resolution 2013-7418 is to approve the purchase of a replacement Public Safety Director / Fire Chief vehicle from the FY 2014 O&M budget in the Fleet Maintenance Division Account No. 501-1921-419-5004

**BACKGROUND:**

The current Public Safety Director/Fire Chief vehicle was purchased in March 2001, funded through Local Law Enforcement Block Grant (LLEBG) program. In the spring of 2013 this vehicle experienced a blown transmission and other major maintenance issues rendering this vehicle not economical to repair. Resolution no. 2013-7319 declared the vehicle surplus and authorized it to be submitted for auction due to its unsuitable condition.

The Fiscal Year 2013-14 Fleet Division Operating and Maintenance Capital Outlay Budget (501-1921-419-5004) included sufficient funds to purchase this vehicle and equipment.

A reliable, appropriately sized and outfitted vehicle is necessary for the Public Safety Director/Fire Chief to conduct the daily operations of the Public Safety Department and also to respond to emergency situations. Staff researched City/County/State bid lists for available public safety vehicles. A 2014 Ford Explorer AWD Police Interceptor Utility Vehicle was identified from City of San Diego Bid list #10032675-13-L at a total purchase price of \$28,979.75. The vehicle will also require emergency wiring options and to be outfitted with a Code 3 emergency lighting package and public safety response radios. The aftermarket emergency equipment installation was solicited from several vendors, and the lowest bid price was \$5,354.00 from AEP California.

The total cost for the fully outfitted vehicle will be \$34,333.75.

**ANALYSIS:**

Staff has researched the bid list purchase for this equipment replacement. The City of San Diego bid list had the most favorable price. The purchase price for the new vehicle from Kearny Pearson Ford Sales was \$28,979.75. The cost to install the emergency equipment through AEP California will be \$5,354.00.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The proposed expenditure is \$34,333.75. The funds for this expenditure are available in the Fleet Division O&M Capital Outlay Budget (501-1921-419-5004) for Fiscal Year 2013-2014.

**RECOMMENDATION:**

1. Receive this report.
2. Adopt Resolution 2013-7418 authorizing the City Manager to approve a purchase order with Kearny Pearson Ford for the purchase of the replacement Public Safety Director/Fire Chief Vehicle (equipment #5401) using the City of San Diego bid list.
3. Authorize the expenditure of \$34,333.75 from Fleet Division O&M Capital Outlay Budget (501-1921-419-5004) for the purchase of a replacement vehicle and all related retrofitting work.

Attachments:

1. Resolution No. 2013-7418

## RESOLUTION NO. 2013-7418

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE PURCHASE OF A REPLACEMENT PUBLIC SAFETY DIRECTOR/FIRE CHIEF VEHICLE (EQUIPMENT # 5401) FROM THE FLEET DIVISION OPERATING AND MAINTENANCE CAPITAL OUTLAY BUDGET (501-1921-419-5004)**

**WHEREAS**, the current Public Safety Director/Fire Chief vehicle was purchased in March 2001, funded through Local Law Enforcement Block Grant (LLEBG) program; and

**WHEREAS**, resolution no. 2013-7319 declared the vehicle surplus and authorized it to be submitted for auction due to its unsuitable condition; and

**WHEREAS**, a reliable, appropriately sized and outfitted vehicle is necessary for the Public Safety Director/Fire Chief to conduct the daily operations of the Public Safety Department and also to respond to emergency situations; and

**WHEREAS**, a 2014 Ford Explorer AWD Police Interceptor Utility Vehicle was identified from City of San Diego Bid list #10032675-13-L as a suitable replacement vehicle at a total purchase price of \$28,979.75; and

**WHEREAS**, the vehicle will also require emergency wiring options, to be outfitted with a Code 3 emergency lighting package and include public safety response radios with the lowest bid price of \$5,354.00 submitted by AEP California; and

**WHEREAS**, the total cost for the vehicle and equipment will be \$34,333.75; and

**WHEREAS**, there are sufficient funds in the 501-1921-419-5004 account for the purchase of a replacement for the Public Safety Director/Fire Chief vehicle.

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

1. The above recitals are true and correct.
2. This legislative body authorizes the purchase of a new Public Safety Director/Fire Chief vehicle #5401.
3. This legislative body authorizes the City Manager to approve the purchase order for the purchase of the new Public Safety Director/Fire Chief vehicle #5401 with funds available in the Fiscal Year 2013-14 Fleet Division Operating and Maintenance Capital Outlay Budget (501-1921-419-5004).

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 6th day of November 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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





STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: NOVEMBER 6, 2013  
ORIGINATING DEPT.: PUBLIC WORKS *Hall*  
SUBJECT: RESOLUTION NO. 2013-7416 AUTHORIZING THE PURCHASE OF REPLACEMENT SPOIL-VAC (EQUIPMENT # 152) SKID FOR \$22,341.00

**EXECUTIVE SUMMARY:**

Resolution 2013-7416 is to approve the purchase of a replacement storm water abatement skid that is mounted on vehicle # 152 as authorized in the adopted FY 2014 O&M budget in the Fleet Maintenance Program – 501-1921-419-5004 Account

**BACKGROUND:**

The Fiscal Year 2013-2014 Fleet Operating and Maintenance (O&M) Capital Outlay Budget (501-1921-419-5004) included the purchase of a new Skid-mounted Spoil-Vac to replace the Public Works Department Skid-mounted Spoil-Vac (equipment # 152) purchased in 2002. City equipment # 152 is a specialized piece of equipment used on a regular basis by all the divisions of the Public Works Department to respond to sewage overflows and other sources of illicit discharges in to the city's storm water system. Staff is recommending replacement of this equipment in accordance with the schedule approved in the Fiscal Year 2013-2014 O&M budget. The existing Spoil-Vac is 12-years old and is requiring increased maintenance to keep it operational.

**ANALYSIS:**

The year, make and model of the current Public Works Spoil Vac Skid is:

- Equipment # 152 – 2002 VacMasters Spoil-Vac - Model SPV200-GS3/W

The Spoil-Vac requested for purchase is the same make/model as the existing for a purchase price of \$22,341.00.

Staff solicited bids from four equivalent manufacturers of Spoil-Vac's skids. The vendor and their associated bid price are listed below:

- |   |                                 |                       |
|---|---------------------------------|-----------------------|
| - | VACMASTERS Company              | \$22,341.00 – LOW BID |
| - | DITCH WITCH Southern California | \$23,355.00           |
| - | VERMEER                         | \$25,720.20           |
| - | E.H. WACHS                      | \$30,500.00           |

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The proposed expenditure is \$22,341.00. The budget appropriated for the 501-1921-419-5004 account for FY 2013/2014 is sufficient to cover this purchase.

**RECOMMENDATION:**

1. Receive this report.
2. Adopt Resolution 2013-7416 authorizing the City Manager to approve a purchase order for the purchase of the replacement Spoil-Vac (equipment # 152) by the lowest responsive and responsible bidder.

Attachments:

1. Resolution No. 2013-7416

**RESOLUTION NO. 2013-7416**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE PURCHASE OF REPLACEMENT SPOIL-VAC (EQUIPMENT # 152) SKID FOR \$22,341.00**

**WHEREAS**, the Fiscal Year 2013-2014 Fleet Operating and Maintenance (O&M) Capital Outlay Budget (501-1921-419-5004) included the purchase of a new Skid-mounted Spoil-Vac to replace the Public Works Department Skid-mounted Spoil-Vac (equipment # 152) purchased in 2002; and

**WHEREAS**, City equipment # 152 is a specialized piece of equipment used on a regular basis by all the divisions of the Public Works Department to respond to sewage overflows and other sources of illicit discharges into the city's storm water system; and

**WHEREAS**, it is recommended that replacement of this equipment be approved in accordance with the schedule adopted in the Fiscal Year 2013-2014 O&M budget; and

**WHEREAS**, the existing Spoil-Vac is 12-years old and requires increased maintenance to keep it operational; and

**WHEREAS**, the low bid for the Spoil-Vac purchase was \$22,341.00 by VACMASTERS Company; and

**WHEREAS**, the budget appropriated in the 501-1921-419-5004 account for FY 2013/2014 is sufficient to cover this purchase.

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

1. The above recitals are true and correct.
2. This legislative body authorizes the purchase of the new Skid-mounted Spoil-Vac to replace the Public Works Department Skid-mounted Spoil-Vac (equipment # 152) purchased in 2002 to the lowest responsive and responsible bidder.
3. This legislative body authorizes the City Manager to approve the purchase order for the purchase of the new Skid-mounted Spoil-Vac to replace the Public Works Department Skid-mounted Spoil-Vac (equipment # 152) purchased in 2002 to the lowest responsive and responsible bidder.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 6th day of November 2013, by the following vote:

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

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

**ATTEST:**

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





AGENDA ITEM NO. 2.4

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: NOVEMBER 6, 2013

ORIGINATING DEPT.: PUBLIC WORKS *HAZ*

SUBJECT: RESOLUTION NO. 2013-7417 AUTHORIZING THE PURCHASE OF A REPLACEMENT CITY VEHICLE (EQUIPMENT # 143 – SEWER DIVISION F350 SIZE TRUCK) FROM FLEET MAINTENANCE DIVISION MAJOR EQUIPMENT ACCOUNT 501-1921-419-5004

**EXECUTIVE SUMMARY:**

Resolution 2013-7417 is to approve the purchase of a replacement City vehicle (equipment # 143 – Sewer Division F350 Size truck - as authorized in the adopted Fleet Maintenance Division FY 2014 O&M budget. This purchase would then provide for the old truck # 143 to be rotated to a Tidelands Division maintenance truck allowing the retirement of a much older and poorer conditioned Tidelands Division truck # 600. The cost for this transaction would total \$28,219.87.

**BACKGROUND:**

The Fiscal Year 2013-14 Fleet Division Operating and Maintenance Capital Outlay Budget (501-1921-419-5004) included the purchase of a cab and chassis truck to replace City vehicle #143 – Sewer Division F350 size truck. City vehicle #143 is a 2001 vehicle used daily by the Wastewater Division, and is due for replacement. In an effort to appropriately utilize the city's funds and to extend the useful service life for City vehicles, staff is recommending the purchase of a new cab and chassis for vehicle #143, and replacing vehicle #600 with the current cab and chassis of vehicle #143 retrofitted with a used truck-bed. Vehicle #600 is a 1994 model used daily in the corrosive Tidelands environment.

**ANALYSIS:**

Staff has researched the bid list purchase for this equipment replacement. The State of California bid list had the most favorable price. The purchase price for the new cab and chassis from Downtown Ford Sales was \$23,319.87. The cost to retrofit the old utility box onto the new cab and chassis; install new safety light bar; purchase and retrofit a used truck-bed onto the old cab and chassis is estimated to be \$4,900.00.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The proposed expenditure is \$28,219.87. The budget appropriated in the 501-1921-419-5004 account for FY 2013/2014 included funds for this expenditure.

**RECOMMENDATION:**

1. Receive this report.
2. Adopt Resolution 2013-7417 authorizing the City Manager to approve a purchase order with Downtown Ford Sales for the purchase of the replacement City Vehicle (equipment #143) using the State of California bid list and the retrofitting of old vehicle # 143 with new bed for replacement for vehicle # 600.

**Attachments:**

1. Resolution No. 2013-7417

**RESOLUTION NO. 2013-7417**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE PURCHASE OF A REPLACEMENT CITY VEHICLE (EQUIPMENT # 143 – SEWER DIVISION F350 SIZE TRUCK) FROM FLEET MAINTENANCE DIVISION CAPITAL OUTLAY ACCOUNT 501-1921-419-5004**

**WHEREAS**, the Fiscal Year 2013-14 Fleet Division Operating and Maintenance Capital Outlay Budget (501-1921-419-5004) included the purchase of a cab and chassis truck to replace City vehicle #143 – Sewer Division F350 size truck; and

**WHEREAS**, City vehicle #143 is a 2001 vehicle used daily by the Wastewater Division, and is due for replacement; and

**WHEREAS**, staff is recommending the purchase of a new cab and chassis for vehicle #143 and replacement of vehicle #600 with the current cab and chassis of vehicle #143 retrofitted with a used truck-bed; and

**WHEREAS**, vehicle #600 is a 1994 model used daily in the corrosive Tidelands environment; and

**WHEREAS**, staff has researched the bid list purchase for this equipment replacement; and

**WHEREAS**, the State of California bid list had the most favorable price with a purchase price for the new cab and chassis of \$23,319.87; and

**WHEREAS**, the cost to retrofit the old utility box onto the new cab and chassis; install new safety light bar; purchase and retrofit a used truck-bed onto the old cab and chassis is estimated to be \$4,900.00; and

**WHEREAS**, there are sufficient funds within the Fleet Maintenance Division Capital Outlay account 501-1921-419-5004 to fund the new City equipment and vehicle retrofit.

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

1. The above recitals are true and correct.
2. This legislative body authorizes the purchase of a new cab and chassis for vehicle #143, and replacing vehicle #600 with the current cab and chassis of vehicle #143 retrofitted with a used truck-bed.
3. This legislative body authorizes the City Manager to approve the purchase order for the purchase of the new a new cab and chassis for vehicle #143, and replacing vehicle #600 with the current cab and chassis of vehicle #143 retrofitted with a used truck-bed.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 6th day of November 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *RAA*

MEETING DATE: NOVEMBER 6, 2013

ORIGINATING DEPT.: GREGORY WADE, ASSISTANT CITY MANAGER *GW*  
ERIKA N. CORTEZ, HUMAN RESOURCES ANALYST *EC*

SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2013-1141 AND ADOPTION OF CITY COUNCIL RESOLUTION NO. 2013-7415 GIVING NOTICE OF ITS INTENTION TO AMEND THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY OF IMPERIAL BEACH, TO INCLUDE AN ADDITIONAL 3% EMPLOYEE COST SHARING FOR CLASSIC LOCAL FIRE MEMBERS

**EXECUTIVE SUMMARY:**

Staff is recommending that the City Council introduce Ordinance No. 2013-1141 by title only and adopt Resolution of Intent No. 2013-7415 amending the contract between the California Public Employees Retirement System (CalPERS) and the City of Imperial Beach to include an additional 3% employee cost sharing for classic local firefighter members. This additional 3% employee contribution was agreed upon between the City's Labor Negotiation Team and the Imperial Beach Firefighters' Association's bargaining unit during negotiation of the Fiscal Year 2013-2015 Memorandum of Understanding.

**BACKGROUND:**

At their September 4, 2013 meeting, the City Council approved and adopted a Letter of Intent to enter into a Memorandum of Understanding (MOU) with the members of the Imperial Beach Firefighters' Association (IBFA). One of the approved changes in the adopted Letter of Intent is that the IBFA proactively offered to partner with the City in additional "pension reform" by having current firefighter employees contribute an additional 3% towards their retirement, for a total employee contribution of 12%. The State of California implemented comprehensive pension reform changes effective January 1, 2013, through the enactment of the California Public Employees' Pension Reform Act of 2013 ("PEPRA") and the related Public Employees' Retirement Law (PERL). Part of PEPRA would allow the City after January 1, 2018, and following good faith bargaining, to require current firefighter employees to pay an employee contribution up to 12%. IBFA have agreed to contribute a total of 12% almost 5 years before they can be required to pay this additional contribution. The firefighters agreed to pay the 12% employee contribution effective July 1, 2013, or the earliest possible implementation pursuant to the required CalPERS process for implementation.

**ANALYSIS:**

The City of Imperial Beach is a member of the CalPERS. In accordance with California Government Code Section 20516, the City is seeking to amend its CalPERS contract to include an additional 3% employee contribution for classic local firefighter members as a result of the Meet and Confer process. This additional 3% contribution will be in addition to the 9% employee contribution already being paid by the firefighter employees under this group, for a total of 12% employees' contribution. This proposed increase will be subject to and is pending review and approval by CalPERS.

In order to implement the provisions of the adopted Letter of Intent, the Council must amend the City's contract with CalPERS. The CalPERS contract amendment requires the Council to adopt a Resolution of Intention to approve an amendment to the current CalPERS contract and also to adopt an Ordinance authorizing an amendment to the contract. The Council will consider the First Reading of this Ordinance on November 6, 2013, and will be presented with the final Ordinance (Second Reading) authorizing an amendment to contract at its regular meeting on December 4, 2013, consistent with CalPERS timeframes. An employee election, which is required for implementation of employees cost sharing, will be held immediately after adoption and approval of Resolution No. 2013-7415 and Ordinance No. 2013-1141, both herein introduced. The effective date of the contract amendment with CalPERS cannot be earlier than the first day of a payroll period following the effective date of the final Ordinance.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The fiscal impact associated with this action is as follows:

<b>Category</b>	<b>Fiscal Year 2014</b>	<b>Fiscal Year 2015</b>
Salaries & Fringe	\$ 45,176	\$ 85,622
Pension Pick-Up	\$-14,765	\$ -41,784
<b>Total Impact</b>	<b>\$ 30,411</b>	<b>\$ 43,838</b>

The total general fund cost impact over the two-year budget term is \$74,249. The approved Fiscal Year 2013-2015 Budget has sufficient funds to cover these costs.

**RECOMMENDATION:**

Staff recommends that the City Council take the following actions:

1. Receive report and public input;
2. Adopt Resolution of Intention No. 2013-7415 approving an amendment to the contract with CalPERS; and
3. Introduce and hold the first reading of Ordinance No. 2013-1141 by title only, waive further reading in full, and schedule the second reading and adoption of the Ordinance on December 4, 2013.

Attachments:

1. Resolution No. 2013-7415
2. Ordinance No. 2013-1141
3. Exhibit 1 – Amendment to CalPERS Contract

RESOLUTION NO. 2013-7415

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH GIVING NOTICE OF ITS INTENTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA**

**WHEREAS**, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

**WHEREAS**, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

**WHEREAS**, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 3% for classic local fire members.

**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 of the City of Imperial Beach hereby gives notice of its intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as "Exhibit 1" and by this reference made a part hereof.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 6<sup>th</sup> day of November 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

ORDINANCE NO. 2013-1141

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, the City of Imperial Beach City Council adopted Resolution No. 2013-7415 on November 6, 2013, giving notice of its intention to amend the contract between California Public Employees' Retirement System and the City of Imperial Beach to include an additional 3% employee cost sharing for classic local fire members; and

WHEREAS, an amendment to the contract between the City Council of the City of Imperial Beach and the Board of Administration, California Public Employees' Retirement System is here hereby authorized, a copy of said amendment being attached hereto, marked "Exhibit 1," and by such reference made a part hereof as though set out herein in full; and

WHEREAS, the Mayor of the City of Imperial Beach is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City Council of the City of Imperial Beach.

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

- Section 1. The above-listed recitals are true and correct.
- Section 2. The Mayor of the City of Imperial Beach is hereby authorized to amend the contract between the City of Imperial Beach and the Board of Administration of the California Public Employees' Retirement System to include an additional 3% employee cost sharing for classic local fire members.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Imperial Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code Section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 6<sup>th</sup> day of November 2013; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the \_\_\_\_\_ day of \_\_\_\_\_ 2013, by the following vote:

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

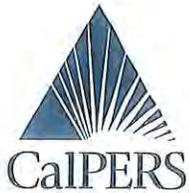
\_\_\_\_\_  
JAMES C. JANNEY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
JENNIFER M. LYON  
CITY ATTORNEY



California  
Public Employees' Retirement System

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**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
City Council  
City of Imperial Beach

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective May 1, 1961, and witnessed March 14, 1961, and as amended effective April 12, 1973, March 8, 1985, June 28, 1990, September 6, 1990, January 10, 1991, July 1, 1991, March 6, 1992, June 9, 1994, May 20, 1995, December 19, 1996, February 12, 1998, July 6, 2001, May 12, 2006, January 7, 2007 and March 9, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 19 are hereby stricken from said contract as executed effective March 9, 2012, and hereby replaced by the following paragraphs numbered 1 through 19 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members entering membership in the miscellaneous classification on or prior to March 9, 2012, age 60 for local miscellaneous members entering membership for the first time in the miscellaneous classification after March 9, 2012, age 55 for local police members and age 50 for ocean beach lifeguards and local fire members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after May 1, 1961 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Local Police Officers (herein referred to as local safety members);

- c. Ocean Beach Lifeguards (included as local safety members);
  - d. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

**NO ADDITIONAL EXCLUSIONS**

- 6. The percentage of final compensation to be provided for each year of credited prior and current service for those local miscellaneous members in employment prior to January 10, 1991 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
- 7. The percentage of final compensation to be provided for each year of credited prior and current service for those local miscellaneous members in employment on or after January 10, 1991 and not on or after May 12, 2006 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full), pursuant to Government Code Section 20515.
- 8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after May 12, 2006 and not entering membership for the first time in the miscellaneous classification after March 9, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full), pursuant to Government Code Section 20515.
- 9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after March 9, 2012 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full), pursuant to Government Code Section 20515.
- 10. The percentage of final compensation to be provided for each year of credited prior and current service as a local police member shall be determined in accordance with Section 21369 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).

11. The percentage of final compensation to be provided for each year of credited prior and current service for those local fire members in employment prior to June 9, 1994 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Modified).
12. The percentage of final compensation to be provided for each year of credited prior and current service for those local fire members in employment on and after June 9, 1994 and not entering membership for the first time in the fire classification after March 9, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full), pursuant to Government Code Section 20515.
13. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after March 9, 2012 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full), pursuant to Government Code Section 20515.
14. The percentage of final compensation to be provided for each year of credited prior and current service for those ocean beach lifeguards in employment on and after December 19, 1996 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full), pursuant to Government Code Section 20515.
15. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local fire members and ocean beach lifeguards only.
  - b. Section 20361.3 (Assistant City Attorney as an Elective Officer). Legislation repealed said Section operative July 1, 1994.
  - c. Section 20042 (One-Year Final Compensation) for those local miscellaneous members, local fire members and ocean beach lifeguards entering membership on or prior to March 9, 2012.
  - d. Section 20515 (Full Formula Plus Social Security) for past and future service for local miscellaneous members in employment on and after January 10, 1991, for local fire members in employment on or after June 9, 1994, and for ocean beach lifeguards in employment on or after December 19, 1996. Legislation repealed said Section effective January 1, 2002.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- e. Section 21024 (Military Service Credit as Public Service).
  - f. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after March 9, 2012.  
  
Section 21362 (2% @50 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local fire members entering membership for the first time in the fire classification after March 9, 2012.  
  
Section 20037 (Three-Year Final Compensation) is applicable to ocean beach lifeguards entering membership for the first time in the ocean beach lifeguard classification after March 9, 2012.
  - g. Section 20516 (Employees Sharing Additional Cost):  
  
3% for classic local fire members.
16. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
17. Public Agency shall also contribute to said Retirement System as follows:
- a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
18. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

19. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL  
CITY OF IMPERIAL BEACH

BY \_\_\_\_\_  
KAREN DE FRANK, CHIEF  
CUSTOMER ACCOUNT SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk





**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ANDY HALL, CITY MANAGER *AH*  
**MEETING DATE:** NOVEMBER 6, 2013  
**ORIGINATING DEPT.:** PUBLIC SAFETY *JA*  
**SUBJECT:** INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2013-1142 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA REPEALING CHAPTER 9.54 AND ADOPTING CHAPTER 9.54 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO HOUSE PARTIES AND CONSUMPTION OF ALCOHOL BY MINORS

**EXECUTIVE SUMMARY:**

City staff requests that the City Council introduce Ordinance No. 2013-1142 for first reading by title only to adopt new regulations for house parties and consumption of alcohol by minors which will strengthen the City's ability to enforce the law and make the City safer for its youth. There is no fiscal impact associated with this action.

**BACKGROUND:**

Proposed changes to the Social Host Ordinance were considered in 2011 in response to the growing number of house parties being held during the sandcastle competition and at the 4<sup>th</sup> of July fireworks. Since these events have not been held, the urgency for any changes to the existing 2004 Social Host Ordinance was lessened. Public Safety is recommending that the Social Host Ordinance be revised to address weaknesses in the current code for the purpose of better enforcement and clearer information leading to compliance. The issues of alcohol being consumed by minors are well documented, including health, crime and dependency issues that can ruin or bring an early end to young lives. Some of the dangers associated with minors consuming alcohol include:

- Alcohol poisonings
- Brain damage
- Chronic alcohol addiction
- Car crashes
- Property damage
- Accidental injuries or falls
- Community disturbance
- Risky sexual behavior
- Sexual assault
- Fighting

Chapter 9.54 of the Imperial Beach Municipal Code contains what is commonly known as Imperial Beach's "social host" ordinance. The current ordinance is designed to prohibit people from allowing or hosting parties on properties that they either own or control where minors consume alcohol. Due to the evolution of the law related to these types of ordinances, staff recommends that the current Chapter 9.54 be repealed and replaced with an ordinance that will strengthen the City's ability to enforce these regulations.

**ANALYSIS:**

The proposed ordinance will make parents, and/or others owning or controlling property, liable under the law if they know, or should know, that minors are consuming alcohol on the premises. These changes are essential to providing law enforcement the most effective regulations to hold adults accountable for their responsibilities to protect minors from the dangers of alcohol consumption, and to provide effective enforcement when violations occur.

This proposed new ordinance makes the following changes to the social host chapter of the Imperial Beach Municipal Code:

- Imposes the duty on those who own or control property, to take all reasonable steps, as defined in the ordinance, to ensure that minors do not consume alcohol on that property, but only if those persons knew, or should have known, that minors were consuming alcohol on the property.
- Eliminates references to controlled substances.
- Provides for the imposition of fines and penalties for violation of this proposed social host chapter.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no fiscal impact associated with adoption of this ordinance.

**RECOMMENDATION:**

Staff recommends that the City Council consider public input, introduce and hold the first reading of Ordinance No. 2013-1142 by title only, waive further reading in full, and schedule the second reading and adoption of the Ordinance on November 20, 2013.

Attachments:

1. Ordinance No. 2013-1142

**ORDINANCE NO. 2013 – 1142**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA REPEALING CHAPTER 9.54 AND ADOPTING CHAPTER 9.54 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO HOUSE PARTIES AND CONSUMPTION OF ALCOHOL BY MINORS**

**WHEREAS**, it is necessary for the current Chapter 9.54 to be repealed and to be replaced with a new Chapter 9.54; and

**WHEREAS**, the City Council desires to have effective enforcement of regulations related to house parties and consumption of alcohol by minors.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH ORDAINS AS FOLLOWS:**

**Section 1:** Chapter 9.54 of the Imperial Beach Municipal Code is hereby repealed.

**Section 2:** Chapter 9.54 is hereby added to the Imperial Beach Municipal Code to read as follows:

**“CHAPTER 9.54 HOUSE PARTIES**

**9.54.010. Purpose and Intent.**

The City Council finds and determines that youth often obtain alcoholic beverages at parties or other gatherings held at private residences or at rented residential and commercial premises that are under the control of a person or persons who knows or should know of the illegal conduct and fails to stop it. The City Council further finds and determines that persons who will be held responsible for abetting or tolerating such conduct will be more likely to properly supervise or stop such parties or gatherings on property under their control. It is the purpose of this chapter to impose criminal liability on persons who are aware, or should be aware, of the illegal conduct yet fail to prevent it. It is the further purpose of this chapter to impose civil liability for the recovery of the costs of enforcement services and to provide for the recovery of reasonable attorneys’ fees in the event of litigation. Most importantly, it is the purpose of this chapter to curtail the consumption of alcohol by minors, in order to prevent the many adverse side effects of alcohol consumption by minors, including juvenile delinquency and victimization as well as adverse health effects.

**9.54.020. Definitions.**

Terms used in this chapter shall have the meaning given to them by state law except as expressly provided herein.

- A. “Adult” means a person who is twenty-one (21) years of age or older.

B. "Alcoholic beverage" means any liquid, gas, or solid material intended to be ingested by a person, which contains ethanol, also known as ethyl alcohol, drinking alcohol, or alcohol, including but not limited to alcoholic beverages as defined in Section 23004 of the Business and Professions Code, and which contains one percent or more of alcohol by volume; any intoxicating liquor; any malt beverage, beer, wine, spirits, liqueur, whiskey, rum, vodka, cordials, gin, and brandy; and any mixture containing one or more alcoholic beverages. "Alcoholic beverage" includes a mixture of one or more alcoholic beverages whether found or ingested separately or as a mixture.

C. "Control" means any form of dominion including ownership, tenancy, or other possessory right.

D. "Enforcement services" means the salaries and benefits of police officers or other code enforcement personnel for the amount of time actually spent in responding to, or in remaining at, the gathering; the administrative costs attributable to the incident; the actual cost of any medical treatment to injured police officers or other code enforcement personnel; the cost of repairing any damaged city equipment or property; and the cost arising from the use of any damaged city equipment in responding to or remaining at the gathering.

E. "Gathering" means a party, gathering, or event, where a group of three or more persons have assembled or are assembling for a social occasion or social activity at a residence or premises.

F. "Minor" means a person under the age of twenty-one (21) years.

G. "Residence" or "premises" means a hotel or motel room, home, yard, acreage, apartment, condominium, other real property, or other dwelling unit, or a hall or meeting room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or for a party or other social function, and whether owned, leased, rented, or used with or without compensation.

H. "Social host" means a person who permits or allows a gathering where one or more minors consume one or more alcoholic beverages on property owned or controlled by the person.

**9.54.030. Person Owning or Having Control of Residence or Premises – Duties and Prohibitions.**

A. It shall be the duty of any person having control of any residence or premises who hosts, permits, or allows a gathering to take place at said residence or premises to take all reasonable steps to prevent the consumption of alcoholic beverages by any minor at the gathering. Whenever the person having control of the

residence or premises either knows or should know a minor has consumed an alcoholic beverage at the residence or premises in violation of this chapter, it is presumed that the person had the ability to take all reasonable steps to prevent the consumption of an alcoholic beverage by a minor as set forth in subsection (B)(2) of this section; it is further presumed that the person has the ability to terminate the illegal conduct once it is, or should reasonably have been, discovered.

B. It shall be unlawful for any person who owns or has control of any residence or premises to allow a gathering to take place or continue at the residence or premises if:

1. At the gathering, any minor consumes any alcoholic beverage; and

2. The person knows or reasonably should know by taking all reasonable steps to prevent alcoholic beverage consumption by any minor, that a minor possesses or is consuming any alcoholic beverage at the gathering. Reasonable steps are:

(a) controlling access to alcoholic beverages at the gathering;

(b) controlling the quantity of alcoholic beverages present at the gathering;

(c) verifying the age of persons attending the gathering by inspecting drivers' licenses or other government-issued identification cards to ensure that persons under the age of twenty-one (21) years do not consume alcoholic beverages while at the gathering; and

(d) supervising the activities of minors at the gathering.

C. This section does not apply to any location or place regulated by the California Department of Alcoholic Beverage Control.

D. This section shall not apply to conduct involving the use of alcoholic beverages that occurs exclusively between a minor and his or her parent or legal guardian, as permitted by Article I, Section 4, of the California Constitution.

**9.54.040. Consumption of Alcohol by Minor Prohibited.**

Except as permitted by state law, it is unlawful for any minor to:

A. Consume at any public place or any place open to the public any alcoholic beverage; or

B. Consume at any place not open to the public any alcoholic beverage, unless in connection with the consumption of the alcoholic beverage that minor is being supervised by his or her parent or legal guardian.

**9.54.050. Prima Facie Evidence.**

Whenever a person having control of a residence or premises is present at that residence or premises at the time that a minor possesses or consumes any alcoholic beverage thereon, it shall be prima facie evidence that such person had the knowledge or should have had the knowledge specified in section 9.54.030(A) or section 9.54.030(B)(2) of this chapter. This section affects the burden of producing evidence.

**9.54.060. Protected Activities.**

The provisions of this chapter shall not apply to legally-protected religious activities or gatherings of family members with not more than two non-family members.

**9.54.070. Civil Liability for Enforcement Services.**

When a gathering prohibited by section 9.54.030 of this chapter occurs and a police officer or code enforcement officer is called to the scene, the person or persons having control of the residence or premises shall be liable for the cost of providing enforcement services during the second or a follow-up response by the police, after a first warning has been given to the person or persons having such control.

**9.54.080. Reimbursement for Cost of Enforcement Services.**

The actual cost of enforcement services described in section 9.54.070 of this chapter shall be deemed a debt owed to the city recoverable in a civil action, and shall be recoverable in a civil action, including reasonable attorneys' fees and costs.

**9.54.090. Violations-Penalty/Reservation of Legal Options.**

A. All means of enforcement authorized under this code may be used to address violations of this chapter, including, but not limited to: criminal actions, civil penalties, nuisance abatement, civil actions, and administrative citations. Violations of section 9.54.030 of this chapter may be charged as a misdemeanor in accordance with chapter 1.12 of this code and shall be punishable to the fullest extent of the law including a \$1,000 fine and/or six months in jail.

B. The City of Imperial Beach may further seek administrative fees and response costs associated with enforcement of section 9.54.030 through all remedies or procedures provided by statute, ordinance, or law.

C. The City of Imperial Beach does not waive its right to seek reimbursement for actual costs of enforcement services through other legal remedies or procedures. The procedure provided for in this chapter is in addition to any other statute, ordinance or law, civil or criminal. This chapter in no way limits the authority of peace officers or private citizens to make arrests for any criminal offense arising out of conduct regulated by this chapter."

**Section 3:** 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 4:** 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 15 days following adoption indicating votes cast.

**EFFECTIVE DATE:** This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Imperial Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code section 36933.

**INTRODUCED AND FIRST READ** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 6<sup>th</sup> day of November 2013;

**THEREAFTER ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 20<sup>th</sup> day of November 2013, by the following vote:

AYES:

NAYS:

ABSENT:

---

Jim Janney, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Hald, City Clerk

APPROVED AS TO FORM:

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

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2013-\_\_\_\_\_, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA REPEALING CHAPTER 9.54 AND ADOPTING CHAPTER 9.54 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO HOUSE PARTIES AND CONSUMPTION OF ALCOHOL BY MINORS."

\_\_\_\_\_  
JACQUELINE HALD, CITY CLERK

\_\_\_\_\_  
DATE



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AA*

MEETING DATE: NOVEMBER 6, 2013

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

SUBJECT: PUBLIC HEARING: ADOPTION OF RESOLUTION NO. 2013-7414 APPROVING THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT (BID) ANNUAL REPORT FOR FISCAL YEAR 2012-2013 AND AUTHORIZING THE LEVYING OF THE FISCAL YEAR 2013-2014 ANNUAL ASSESSMENT FOR THE BID PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989

**EXECUTIVE SUMMARY:**

City staff is requesting adoption of Resolution No. 2013-7414 approving the Annual Report of the Imperial Beach Business Improvement District (the "BID") for Fiscal Year 2012-13 and authorizing the levying of the annual BID Assessment for Fiscal Year 2013-2014. State law requires a two-step process during which the BID's Annual Report is considered (approved or approved as modified) at a City Council meeting (the first step) a time is set for a noticed public hearing at which another resolution is adopted levying the annual assessment for the fiscal year (the second step). This meeting is the second step in this two-step process.

**BACKGROUND:**

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

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

On October 16, 2013, the City Council considered and approved the Fiscal Year (FY) 2012-

2013 Annual Report of the Business Improvement District (BID) Board. The Report also included a Budget for FY 2013-2014. At that meeting, Resolution No. 2012-7403 was adopted approving the FY 2012-2013 Annual Report and scheduling a public hearing for November 6, 2013 to consider final approval of the Annual Report and to authorize the levying of the annual assessment for FY 2013-2014. The law governing Parking and Business Improvement Districts requires that any oral and written protests be heard at the public hearing.

As part of a two-step process required under State law, the City Council conducted a meeting on October 16, 2013, during which the Annual Report for the BID was considered and a time was set for this noticed public hearing to adopt a resolution to levy the annual assessment for the fiscal year. This Public Hearing, therefore, constitutes the second step in this two-step process.

**ANALYSIS:**

Budgeted BID expenditures for FY 2013-2014 are estimated at \$53,275. Total revenues (income plus cash reserves) are projected to be \$58,999. The BID has accumulated a reserve of approximately \$30,524. The proposed budget anticipates a projected carryover of \$5,724 at the end of the FY 2013-2014.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

That the City Council:

1. Declare public hearing open;
2. Receive public testimony;
3. Close the public hearing; and,
4. Adopt Resolution No. 2013-7414 approving the Report from the BID for Fiscal Year 2012-2013 and the budget and proposed activities for Fiscal Year 2013-2014 and levying the assessment for properties within the BID for Fiscal Year 2013-2014.

Attachments:

1. Resolution No. 2013-7414
2. Fiscal Review by Nakawatase and Company, CPA
3. BID Annual Report for Fiscal Year 2012-2013 and proposed budget for Fiscal Year 2013-2014

RESOLUTION NO. 2013-7414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FISCAL YEAR 2012-2013 IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT REPORT AND LEVYING THE FISCAL YEAR 2013-2014 ANNUAL ASSESSMENT FOR THE DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989

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

**WHEREAS**, the Advisory Board for the BID has caused a report to be prepared for Fiscal Year 2012-2013 and said report is on file with the City Clerk; and

**WHEREAS**, the City Council considered said report from the Advisory Board of the BID at a meeting on October 16, 2013; and

**WHEREAS**, the City Council adopted Resolution No. 2013-7403 at the meeting on October 16, 2013, approving the Report of the BID and setting a public hearing for November 6, 2013, to receive public testimony and to levy the assessments for Fiscal Year 2013-2014.

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

**Section 1.** The City Council gives final approval to the Fiscal Year 2012-2013 Report of the BID Advisory Board and declares its intention to levy and collect Fiscal Year 2013-2014 assessments within the BID as set forth in **Section 2.**

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

**Sub-District #1/Highway 75 - Palm Avenue**

	<b><u>STREET</u></b>	<b><u>ADDRESS SERIES</u></b>
1.	7 <sup>th</sup> Street	600-799
2.	Delaware Street	600-799
3.	8 <sup>th</sup> Street	600-799
4.	9 <sup>th</sup> Street	600-799
5.	10 <sup>th</sup> Street	600-799
6.	11 <sup>th</sup> Street	500-799
7.	12 <sup>th</sup> Street	500-799
8.	13 <sup>th</sup> Street	500-799
9.	Emory Street	600-799
10.	Florence Street	500-799
11.	Florida Street	500-799
12.	Highway 75	500-1373
13.	Palm Avenue	700-1373

**Sub-District #2/Old Palm Avenue**

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

**Sub-District #3/Seacoast Drive**

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

**Sub-District #4/13th Street Business Corridor**

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

**Sub-District #5/Bayside Businesses**

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

The assessments for the District in Fiscal Year 2012-2013 are as follows and remain the same as first established in Ordinance No. 96-907:

- Zone 1 – Highway 75/Palm Avenue, Old Palm Avenue, and Seacoast Drive
- Zone 2 – 13<sup>th</sup> Street Business Corridor and around Imperial Beach Boulevard and side streets

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

**Section 3.** The report of the advisory board is on file with the City Clerk. Said report contains a full and detailed description of the improvements and activities provided and those to be provided in Fiscal Year 2013-2014.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 6<sup>th</sup> day of November 2013, by the following vote:

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

---

**JAMES C. JANNEY**  
**MAYOR**

**ATTEST:**

---

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

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

Agreed Upon Procedures Engagement

For the

Fiscal Period Ended

**June 30, 2013**

**Nakawatase & Co, CPAs**

923 Seacoast Drive

Imperial Beach, CA 91932

619-423-7093

[www.BeachCPAs.com](http://www.BeachCPAs.com)

# NAKAWATASE & COMPANY

Certified Public Accountants

923 Seacoast Drive • Imperial Beach, CA 91932-2401

(619) 423-7093 • FAX 423-8857

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

October 3, 2013

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

The procedures and the associated findings are as follows:

## I. Cash Receipts and Revenues

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

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

## **2. Disbursements and Expenditures**

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

## **3. Reconciliations**

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

## **4. Schedule of City of Imperial Beach Assistance**

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

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

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

*Nakawatase & Co, CPAs*

Nakawatase & Co, CPAs

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

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

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

\*Excerpts from the Agreement dated July 6, 2005

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

**1. Review the check register for review period.**

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

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

**2. Review supporting documentation for all checks written.**

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

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

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

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

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

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

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

a) Nothing requiring clarification was noted this reporting period.

**5. Compare budget to actual.**

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

a) The budget spreadsheet does not have specific dates on the heading. It simply has 2012-2013.

b) The budget spreadsheet has one small error. The \$100 for Website is in the Subset column, but not the Budget column and therefore is not included in the total expense calculation.

**6. Review the Meeting Minutes.**

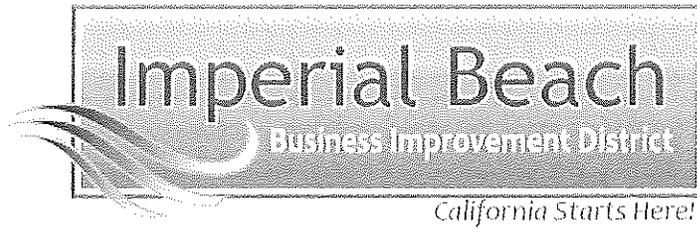
Upon review of the BID meeting minutes one discovery was made:

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

Budget Review Report  
 Business Improvement District  
 Budget Comparison to Review Period

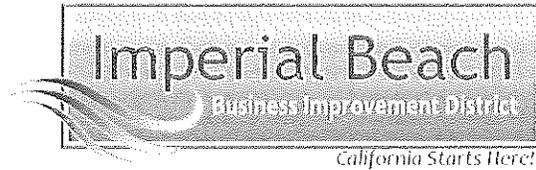
Budget Period: 2012 - 2013  
 Review Period: 7/1/12 - 6/30/13

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



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

Mike Osborne  
Business Improvement District Chairperson



Annual report, fiscal year 01 July 2012 to 30 June 2013, and proposed budget, 01 July 2013 to 30 June 2014, for the Imperial Beach Business Improvement District Association (**Association**).

- 1) There are no proposed changes in the boundaries of the parking and business improvement area or in any benefit zones within the area. The association does not propose to include excluded areas of the City of Imperial Beach (**City**) this fiscal year.
- 2) Improvement and activities with costs of providing improvements and activities (July 1, 2012 to June 30, 2013): See Attachment A
  - A) Per the accounting review a discrepancy was noted by the CPA. As noted there were only 2 deposits from the City of Imperial Beach instead of 3 that was dated 6/30/13 and given to the Chamber (BID) in November 2013. The missing deposit from the City of Imperial Beach for \$27,285 was actually incorrectly deposited by staff members into the Chamber of Commerce Account, then a check for \$13,643 was issued to the BID from the Chamber of Commerce instead of vice versus. The net affect was the same, however since that was what actually occurred that is how the transaction was recorded, rather than recording how it should have happened.
- 3) The BID accomplished (Jun 2012 – Jul 2013):
  - A) Promoting bring people into the district by:
    1. Continued the Paint the Box Program as part of our Beautification Project.
    2. Provided rewards for Light up IB business winners to promote visitors to Imperial Beach under the Beautification Project.
    3. Conducting a 4<sup>th</sup> of July concert.
    4. Conducting Sunset Celebration concerts. The Farmer's Market was voted the number 1 Entertainment in Imperial Beach in part due to the concert being conducted at the same facility.
    5. Providing music and promotion for Christmas Comes to IB.
    6. Paid for the new Season's Greetings sign on the Dempsey Center.
    7. Continuing to work with the City of Imperial Beach Public Works and CalTrans since March 2012 to find a suitable display of our National Colors along our business corridors.
- 4) Proposed improvements and activities with the estimate of the cost of providing the improvements and the activities proposed (July 1, 2013 to June30, 2014): See Attachment B
- 5) The BID plans on (for Jun 2013- Jul 2014):
  - A) Promoting bringing people into the district by:
    1. Conducting the Taste of IB, showcasing local businesses.
    2. Holding Concerts at the Pier (formerly Sunset Celebrations) during the summer months, possibly expanding the concert to 2 times a month due to popular demand.
    3. Producing a visitor's brochure for Imperial Beach, and plan on distributing an initial 50,000 brochures promoting Imperial Beach as a destination city throughout Southern

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

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

Mike Osborne  
Business Improvement District Chairperson

## Attachment A

## BID Budget 2012-2013

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

**Attachment A**

**BID Budget 2012-2013**

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

## Attachment B

## BID Budget 2013-2014

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





STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: NOVEMBER 6, 2013

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT *AN*

SUBJECT: SECOND PALM AVENUE, LLC (OWNER/APPLICANT); ADMINISTRATIVE COASTAL PERMIT (ACP 050218), CONDITIONAL USE PERMIT (CUP 050219), DESIGN REVIEW (DRC 050220), SITE PLAN REVIEW (SPR 050221), AND TENTATIVE MAP (TM 090016); RESOLUTION 2013-7411

**EXECUTIVE SUMMARY:**

Staff is recommending the review and approval of discretionary permits for a three-story, mixed-use project consisting of two buildings with a total of 2,600 square feet of commercial space and six residential units.

**BACKGROUND:**

An application (MF 779) was submitted and is being processed for an Administrative Coastal Permit (ACP 050218), Conditional Use Permit (CUP 050219), Design Review Case (DRC 050220), Site Plan Review (SPR 050221), and Tentative Map (TM 090016) for the construction of two new mixed-use buildings, each with approximately 1,300 square feet of commercial space on the first and second floors fronting Palm Avenue and three residential condominium units above the first floor behind the commercial units, for a total of 2,600 square feet of commercial space and six residential units located at 221 and 225 Palm Avenue (APN 625-201-03-00 and 625-201-04-00) in the C-2 (Seacoast Commercial) Zone.



NORTH ELEVATION  
LOT 21



NORTH ELEVATION  
LOT 22

**ANALYSIS:**

The project site is comprised of two rectangular 5,252 square-foot vacant lots that front the south side of Palm Avenue between 2nd Street and 3rd Street. The site abuts a vacant lot to the west and an existing commercial building to the east. The properties to the north, east, and west are commercially zoned, and the properties to the south are residential (R-2000 – Medium-Density Residential). Two mixed-use projects were approved in the vicinity at 201 Palm Avenue in 2005 (ref. MF



755 Kipperman) and 198-200 Palm Avenue in 2007 (ref. MF 807 Neil), though the applicant for the 198-200 Palm Avenue project has not applied for building permits and the discretionary permits for the project at 201 Palm Avenue have expired. City staff originally recommended that the property owners of the subject site work with the owners of the properties to the west to create a comprehensive project with a common drive aisle off 2<sup>nd</sup> Street. However, there was a lack of interest from property owners to plan and develop such a project.

The project proposes two detached mixed-use buildings accessed by a common driveway on Palm Avenue. Mixed-use projects are consistent with local and regional smart growth policies where residential uses are combined with commercial uses so that users can avail themselves of job opportunities, proximate shopping, and transit services. The three story buildings propose a total of 2,600 square feet of commercial space on the first and second floors and six residential condominium units on the second and third floors. Four parking spaces would be provided for the commercial units and ten enclosed parking spaces would be provided for the residential units on the ground floor. The driveway would require relocation of an existing Palm tree in the public right-of-way and also would have required relocation of a bus stop that previously obstructed the proposed driveway; however, the San Diego Metropolitan Transit System moved the bus stop upon reviewing the project plans earlier this year.

The Municipal Code requires one and a half parking spaces per residential unit in the C-2 Zone. The project proposes ten enclosed parking spaces for the six residential units, which meets the residential parking requirements. The number of required commercial parking spaces is typically dependent on the proposed use. For example, a retail use would require one parking space per two-hundred and fifty square feet of net floor area, plus one space per two employees at the largest work shift. Each building provides 1,240 square feet of commercial net floor area, which would have required a minimum of six parking spaces for the commercial units. However, Imperial Beach Municipal Code (IBMC) 19.48.051.M allows an interim parking ratio of one space for every five hundred square feet of net floor area for commercial uses in the C-2 Zone subject to approval of a Conditional Use Permit (CUP). This would require two commercial parking spaces per building, which is being proposed by the applicant. The

reduced interim parking ratio will no longer be in effect once the City has approved parking for one hundred spaces under this provision. Thirty-four parking spaces remain as part of the reduced parking pool, which would allow for the applicant's request. Reduced parking was approved for the previously referenced mixed-use projects at 201 Palm Avenue and 198-200 Palm Avenue, which were similar in scope. It should be noted that Commercial Zoning Amendments were recently approved by the City and California Coastal Commission that will remove the interim parking ratio pool, and would allow for one parking space per 1,000 square feet of gross commercial space, and would provide for a 25% parking reduction for vertical mixed-use buildings. As such, the project would only need to provide one parking space per building if the Commercial Zoning Amendments were applied to the project.

Landscaping is provided throughout the project site, though a majority of it is proposed at the rear of the property to create a buffer between the project and the residences to the south. Fifteen percent of the project site must be landscaped, totaling 1,576 square feet of required landscaping. The project proposes 1,849 square feet of landscaping, exceeding the minimum landscape requirements, though 448 square feet would be provided in turf block pavers within the drive aisle. Staff typically recommends landscaping be composed of plant materials; however, the definition of "landscaping" provided in IBMC 19.0.445 does include "...decorative rock or other paved surfaces" as elements of landscape development. The turf pavers would be used for filtering storm water runoff and aesthetic interest, as opposed to a concrete driveway. Staff would recommend the turf pavers be considered toward the landscape requirement with a condition that the landscaping be permanently irrigated and maintained.

Three easements exist on the project site. The first is a three-foot landscape easement along the north property line which was created in 1976 and is owned by the City of Imperial Beach. The applicant is requesting that the easement be vacated and that the City Council consider vacation of the easement at a future City Council meeting. Staff does not foresee any problems vacating the easement as substantial improvements in the public right-of-way improving the aesthetics of Old Palm Avenue have already taken place. In addition, construction of the vacant project site would benefit the area. The second easement is a three-foot easement along the south property line which was created in 1990 and is owned by Pacific Bell (AT&T). The applicant is responsible for obtaining permission to provide landscaping and a trash/recycling enclosure within the easement. The third easement is 4.5' x 15' easement on the northeast corner of the eastern lot which was created in 1975 and is owned by SDG&E. The applicant is responsible for obtaining permission to provide a walkway on the easement. The applicant is required to provide easement vacations or proof of permission from the owners of the easements to provide construction before building permits can be issued. According to the applicant, dialogue with the utility companies has already taken place and there should be no significant issues obtaining the required permissions.

**General Plan/Zoning Consistency:** The proposed development is subject to C-2 zoning requirements. The C-2 Zone is intended to provide land to meet the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area. It is intended that the dominant type of commercial activity in the zone will be visitor-serving retail such as specialty stores, surf shops, restaurant, hotels and motels. In addition, developments in the C-2 Zone should encourage pedestrian activity through the design and location of building frontages and parking provisions (IBMC 19.27.010). The proposed project would provide approximately 2,600 square feet of commercial area, which meets the intent of the land use designation. Staff is requesting that the owner provide for visitor-serving retail establishments, if possible, though at this time the tenants are not known.

STANDARDS	PROPOSED
One residential dwelling unit above the first floor per 1,500 square feet of lot area.	One dwelling unit per 1,750 square feet, above first floor.
There are no front, side and rear yard setbacks in the C-2 zone (Section 19.27.040)	The project maintains a minimum five foot setback from the south, east, and west property lines, and a one foot setback on the north property line along Palm Avenue. The building face on the south elevation is stepped back ten feet on the second and third floors, though a balcony on the second floor is proposed to locate within five feet on the second floor.
Minimum lot size of 3,000 square feet (Section 19.27.050)	The two lots are each 5,252 square feet.
Minimum street frontage of 30 feet (Section 19.27.060)	The two lots each provide a frontage on Palm Avenue of 50.02 feet.
Maximum building height of three stories or 30 feet (Section 19.27.070)	The project proposes a maximum building height of 30 feet.
Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (Section 19.50.030).	The lots total 10,504 square feet, and would require 1,576 square feet of landscaping (15%). The project proposes 1,849 square feet of landscaping (448 square feet of turf paving, which can be driven on).
Required parking spaces for commercial: one space for each 250 square feet of net floor area or one per 300 square feet for offices, plus one space per two employees (Sections 19.48.050.I & J); One space for each 500 square feet of net floor area can be provided with approval of a Conditional Use Permit (Section 19.48.050.M). Required parking spaces for residential dwelling units in the C-2 zone: 1.5 per dwelling unit (Section 19.48.030.C).	Each building proposes a net floor area of approximately 1,240 square feet of net floor area. The applicant is requesting a Conditional Use Permit for the interim parking ratio of one space per 500 square feet of net floor area. 1,240 square feet of net floor commercial area per building would require two commercial parking spaces per building, totaling four spaces for the project; four commercial spaces are proposed, which include two van accessible spaces (four spaces will be removed from the CUP interim parking bank). Three residential units per building would require five parking spaces per building (1.5 spaces per residential unit); Five residential parking spaces per building are proposed, for a total of ten residential parking spaces.

**Design Review:** The Design Review Board reviewed the project twice. Following the first review, the Board requested that the project provide varying roof lines, building materials, and color, less symmetry (the design previously proposed a mirrored design for the buildings), enhanced commercial aesthetic with larger windows, design interest on the south elevation, awnings on the north façade, and channel lettering signage. In addition, though the project was, and still is, subject to current C-2 Zoning requirements which have no floor-to-ceiling or setback/stepback requirements, staff recommended the applicant consider the Commercial Zoning Amendments that were separately being reviewed by the City Council. As such, staff requested that the commercial floor-to-ceiling height be increased to a minimum of ten feet, and that the building step back above the first floor ten feet from the rear property line in consideration of the residential properties to the south.

The project's designer revised the materials, colors, and roofline throughout all elevations of the proposed project to address the Board's concerns. The revised design proposes stucco and concrete siding, flat concrete tile roofing, and metal seamed awnings. The proposed color scheme is similar to an existing building located near 5<sup>th</sup> Street and Pennsylvania Avenue in the City of San Diego (attachment 4). The applicant revised the design to provide a ten foot commercial floor-to-ceiling height, and provide a ten foot stepback for the building face on the second and third floors, while projecting the second floor balcony to within five feet of the rear property line.

Following the second review of the project, the Design Review Board recommended approval of the project's design with a vote of 5-0, with the recommended conditions to remove rooftop landscaping, and that the turf pavers in the drive aisle be permanently irrigated and maintained. Rooftop landscaping was removed from the project following the Board meeting, and a condition of approval has been provided in Resolution 2013-7411 to require permanent irrigation and maintenance of all landscaping, including the turf pavers in the drive aisle. The applicant believes an acceptable design has been prepared that provides the necessary function and form, while maintaining economic viability. It is staff's opinion that the overall design of the building should contribute positively to Palm Avenue, though staff recommends the applicant consider alternate colors that may be more compatible with a coastal area.

**Surrounding Land Use and Zoning**

Surrounding Areas	Surrounding Zoning	Surrounding Land Use
North	C-2 (Seacoast Commercial)	Commercial
South	R-2000 (Medium Density Residential)	Residential
East	C-2 (Seacoast Commercial)	Commercial
West	C-2 (Seacoast Commercial)	Commercial

**ENVIRONMENTAL DETERMINATION:**

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

**COASTAL JURISDICTION:**

The project is located in the Non-Appealable area of the California Coastal Commission, as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map, and, as such, is not appealable to the California Coastal Commission under Section 30603(a) of the California Public Resources Code.

**FISCAL IMPACT:**

The applicant has deposited approximately \$10,000.00 in Project Account Number 050218 to fund the processing of this application.

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2013-7411, approving Administrative Coastal Permit (ACP 050218), Conditional Use Permit (CUP 050219), Design Review (DRC 050220), Site Plan Review (SPR 050221), and Tentative Map (TM 090016), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

Attachments:

1. Resolution No. 2013-7411
2. Plans
3. Colored Plans

RESOLUTION NO. 2013-7411

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING ADMINISTRATIVE COASTAL PERMIT (ACP 050218), CONDITIONAL USE PERMIT (CUP 050219), DESIGN REVIEW CASE (DRC 050220), SITE PLAN REVIEW (SPR 050221), AND TENTATIVE MAP (TPM 090016) FOR THE CONSTRUCTION OF TWO NEW MIXED-USE BUILDINGS, EACH WITH APPROXIMATELY 1,300 SQUARE FEET OF COMMERCIAL SPACE AND THREE RESIDENTIAL CONDOMINIUM UNITS, FOR A TOTAL OF 2,600 SQUARE FEET OF COMMERCIAL SPACE AND SIX RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 221 & 225 PALM AVENUE (APN 625-201-03-00 AND 625-201-04-00) IN THE C-2 (SEACOAST COMMERCIAL) ZONE. MF 779.

**WHEREAS**, on November 6, 2013, the City Council of the City of Imperial Beach held a duly advertised and noticed public hearing to consider the merits of approving or denying an application for an Administrative Coastal Permit (ACP 050218), Conditional Use Permit (CUP 050219), Design Review Case (DRC 050220), Site Plan Review (SPR 050221), and Tentative Map (TM 090016) for the construction of two new mixed-use buildings, each with approximately 1,300 square feet of commercial space and three residential condominium units, for a total of 2,600 square feet of commercial space and six residential condominium units on two parcels with a combined square footage of 10,504 square feet at 221 and 225 Palm Avenue (APN 625-201-03-00 and 625-201-04-00). The property is designated C-2 (Seacoast Commercial) on the Zoning Map on a site legally described as follows:

Lots 21 and 22 in Block 6 of Silver Strand Beach Gardens, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 1902, filed in the Office of County Recorder of San Diego County, March 25, 1926; and,

**WHEREAS**, the project design of the three story mixed-use project consisting of six residential condominiums and two commercial units is compatible in use with other developments in the vicinity which consist of one to three-story commercial developments and one to two-story homes to the south, and is consistent with Policy D-8 of the Design Element of the General Plan; and

**WHEREAS**, on September 20, 2013, the Design Review Board recommended approval of the project design; and

**WHEREAS**, the City Council finds that the project is in substantial compliance with Policy L-8e of the Land Use Element of the General Plan, which promotes Seacoast Commercial Zone (C-2) for pedestrian-oriented commercial uses that serve the neighborhood; and

**WHEREAS**, the City Council finds that the project is consistent with the C-2 (Seacoast Commercial) Zone of the Zoning Ordinance, which promotes the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area; and

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

**WHEREAS**, the City Council considered the information contained in the staff report on this case and public testimony received on this case; and

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

**ADMINISTRATIVE COASTAL PERMIT:**

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

The General Plan/Local Coastal Plan designates the site as Seacoast Commercial (C-2 Zone), providing for the development of mixed-use development projects. The project site is located in a non-appealable coastal zone and complies with the land use designation of the General Plan/Local Coastal Plan. The project does not propose to obstruct access the beach or obstruct coastal views.

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

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

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

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

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

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on October 24, 2013, and a public hearing notice was published in the South County Eagle & Times newspaper on October 24, 2013.

**CONDITIONAL USE PERMIT:**

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

The C-2 (Seacoast Commercial) Zone promotes the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area (IBMC 19.27.010). The project will provide additional commercial space on Palm Avenue to meet the demands for goods in the beach community for both tourists and local neighborhood. This project will also provide six residential units with off street parking to meet the current housing demand. A reduction in the number of parking spaces at an interim parking ratio of one space for every five hundred square feet of net floor area in the C-2 zone is allowed by Imperial Beach Municipal Code Section 19.48.050.M. Also, the development of this project may encourage revitalization of the existing area, development of nearby vacant lots and increase patronage to the

surrounding businesses. The use is necessary and desirable as it will provide a community-based service to the entire community.

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

The proposed mixed-use development in the C-2 (Seacoast Commercial) Zone will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity because specific conditions have been set forth by the Community Development Department, Public Works Department and Building Department to mitigate public safety and welfare concerns such a development project may raise in the Conditions of Approval.

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

The proposed use will comply with the regulations and conditions specified in the title for such use and for other permitted uses in C-2 (Seacoast Commercial) zone because the conceptual plans for the discretionary entitlements have been reviewed for compliance with zoning regulations. The reduction in the number of parking spaces at an interim parking ratio of one space for every five hundred square feet of net floor area in the C-2 zone is allowed by Imperial Beach Municipal Code Section 19.48.050.M.

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

The granting of the Conditional Use Permit for a mixed use development consisting of commercial space on the first and second floors and six residential units above the first floor in the C-2 (Seacoast Commercial) Zone will be in harmony with the purpose and intent of the zoning code and the adopted general plan because local and regional policies encourage mixed use development as a form of smart growth. The reduction in the number of parking spaces at an interim parking ratio of one space for every five hundred square feet of net floor area in the C-2 zone is allowed by Imperial Beach Municipal Code Section 19.48.050.M. The site is within the coastal zone and an Administrative Coastal Permit will be approved by the City Council along with the Conditional Use Permit.

**DESIGN REVIEW/SITE PLAN REVIEW:**

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

The applicant proposes a mixed use development consisting of commercial space on the first and second floors and six residential units above the first floor at 221, 225 Palm Avenue, in the C-2 (Seacoast Commercial) Zone, that would not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. Parking for the commercial and residential units will be located on the first floor behind the commercial units and below the residential units, and is accessible from a driveway off of Palm Avenue. The project proposes four parking spaces for the commercial units, including disabled stalls. The Conditional Use Permit for this project will allow for the reduction in the number of

parking spaces at an interim parking ratio of one space for every five hundred square feet of net floor area in the C-2 zone (IBMC19.48.050.M). The project will provide ten parking spaces for the six residential units, which complies with the requirement of one and a half spaces per unit. In the Conditions of Approval, specific conditions have been set forth by the City to mitigate the concerns such a development project may create.

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

The proposed mixed use development consisting of commercial space on the first and second floors and six residential units above the first floor at 221, 225 Palm Avenue is consistent with the C-2 (Seacoast Commercial) zone, which promotes the local neighborhood demand for commercial goods and services.

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

The subject site is in the C-2, Seacoast Commercial, Zone, which encompasses Palm Avenue from Seacoast Drive to the west and 3<sup>rd</sup> Street to the east. The C-2 Zone also encompasses Seacoast Drive from Palm Avenue on the north to Imperial Beach Boulevard on the south. Within this area, commercial and residential uses vary in character, bulk, and scale. The proposed project is compatible with the established commercial and residential uses. It will also be compatible with other mixed-use projects approved in the vicinity.

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

The site fronts along Palm Avenue near 2<sup>nd</sup> Street. The surrounding uses consist of commercial uses to the north, east, and west, and a residential neighborhood to the south. The project proposes varied rooflines and architectural detailing and relief through the incorporation of building recesses. The project also includes ground floor landscaping, which would provide more than the required percentage.

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

The mixed-use building proposes commercial and residential uses that are properly integrated. The design style and the choice of building materials properly integrate the building with surrounding uses.

**14. Access to and parking for the proposed use does not create any undue traffic problem.**

Parking access is from Palm Avenue. Parking for the commercial and residential units will be located on the first floor behind the commercial units and below the residential units, and is accessible from a driveway off of Palm Avenue. The project proposes four parking spaces for the commercial units, including disabled stalls. The Conditional Use Permit for this project will allow for the reduction in the number of parking spaces at an interim parking ratio of one space for every five hundred square feet of net floor area in the C-2 zone (IBMC19.48.050.M). The project will provide ten parking spaces for the six residential units, which complies with the requirement of one and a half spaces per unit. The parking design will not create any undue traffic problems as vehicles will not need to back into traffic on the street.

**15. All other applicable provisions of the Zoning Code are complied with.**

The project is subject to compliance with the zoning requirements per Chapter 19.27 of the City of Imperial Beach Municipal Code, titled "Seacoast Commercial (C-2) Zone." A Conditional Use Permit is required for residential development above the first floor at a maximum density of one unit per every one thousand five hundred square feet of lot area pursuant to Section 19.27.020.A.19. A Conditional Use Permit for the interim parking ratio is allowed per Section IBMC19.48.050.M and upon approval of the City Council. The parking for the project will be provided on the first floor for the commercial and residential units. Site Plan approval by the City Council is required per Section 19.27.020.C.

Standards	Proposed
One residential dwelling unit above the first floor per 1,500 square feet of lot area.	One dwelling unit per 1,750 square feet, above first floor.
There are no front, side and rear yard setbacks in the C-2 zone (Section 19.27.040)	The project maintains a minimum 5-foot setback from the south, east, and west property lines, and a 1-foot setback on the north property line along Palm Avenue.
Minimum lot size of 3,000 square feet (Section 19.27.050)	The two lots are each 5,252 square feet.
Minimum street frontage of 30 feet (Section 19.27.060)	The two lots each provide a frontage on Palm Avenue of 50.02 feet.
Maximum building height of three stories or 30 feet (Section 19.27.070)	The project proposes a maximum building height of 30 feet.
Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (Section 19.50.030).	The lots total 10,504 square feet, and would require 1,576 square feet of landscaping (15%). The project proposes 1,849 square feet of landscaping (448 square feet of turf paving, which can be driven on).
Required parking spaces for commercial: one space for each 250 square feet of net floor area or one per 300 square feet for offices, plus one space per two employees (Sections 19.48.050.I & J); One space for each 500 square feet of net floor area can be provided with approval of a Conditional Use Permit (Section 19.48.050.M). Required parking spaces for residential dwelling units in the C-2 zone: 1.5 per dwelling unit (Section 19.48.030.C).	Each building proposes a net floor area of approximately 1,240 square feet of net floor area. The applicant is requesting a Conditional Use Permit for the interim parking ratio of one space per 500 square feet of net floor area. 1,240 square feet of net floor commercial area per building would require two commercial parking spaces per building, totaling four spaces for the project; four commercial spaces are proposed, which include two van accessible spaces (four spaces will be removed from the parking bank). Three residential units per building would require five parking spaces per building (1.5 spaces per residential unit); Five residential parking spaces per building are proposed, for a total of ten residential parking spaces.

16. **Any other considerations as the Community Development Department deem necessary to preserve the health, safety and convenience of the City in general.**

Standard and applicable conditions of approval have been included with the Resolution to further ensure that the health, safety, welfare, and convenience of the City in general is preserved.

17. **Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, have been satisfied.**

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on October 24, 2013, and a public hearing notice was published in the South County Eagle & Times newspaper on October 24, 2013.

**TENTATIVE MAP FINDINGS:**

18. **The proposed tentative tract map is consistent with the General Plan/Local Coastal Plan.**

The proposed two-lot subdivision for a total of six residential dwelling units and two commercial units (3 residences and 1 commercial unit per building) is consistent with the General Plan (C-2 Seacoast Commercial Zone) pursuant to Subdivision Map Act Section 66473.5. The number of units proposed is consistent with the zoning designation of the property (C-2), the lot sizes (two 5,252 square foot lots), and lot frontages (each lot provides a frontage of 50.02 feet).

19. **The design or improvement of the proposed subdivision is consistent with the General Plan/Local Coastal Plan.**

The General Plan/Local Coastal Plan designates the site as Seacoast Commercial (C-2 Zone), providing for the mixed use development consisting of commercial space on the first and second floors and six residential units above the first floor, which promotes the local neighborhood demand for commercial goods and services.. The project site is located in a non-appealable coastal zone and complies with the land use designation of the General Plan/Local Coastal Plan.

20. **The site is physically suitable for the type of development.**

The subject site is composed of two relatively flat 5,252 square foot lots, and the proposed grading and drainage for the development of the mixed-use project has been reviewed so that no adverse impacts would occur.

21. **The design of the subdivision will not cause substantial environmental damage or substantial and avoidable injury to fish or wildlife, or their habitat.**

The project involves new construction in a developed urban area that will not affect fish or wildlife habitat.

22. **The design of the subdivision will not cause serious public health problems.**

The development will be served by municipal water and sewer service and would not result in public health problems.

23. **The design of the subdivision will not conflict with any easement of record.**

A three foot landscape easement owned by the City of Imperial Beach is located along the north property line. The applicant is requesting that the easement be vacated, and that the City Council consider vacation of the easement at a future City Council meeting.

A three foot easement owned by Pacific Bell (AT&T) is located along the south property line. The applicant is responsible for obtaining permission to provide landscaping and a trash/recycling enclosure within the easement. A 4.5' x 15' easement owned by SDG&E is located on the northeast corner of the property and the applicant is responsible for obtaining permission to provide a walkway on the easement. The applicant is required to provide easement vacations or proof of permission from the owners of the easements before building permits can be issued.

**24. All requirements of the California Environmental Quality Act (CEQA) have been fulfilled.**

The project is exempt from the requirements of the CEQA under CEQA Guidelines Section 15332 (In-Fill Development Projects).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach that the above-listed findings and recitals are true and correct and are incorporated by reference; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Imperial Beach that Administrative Coastal Permit (ACP 050218), Conditional Use Permit (CUP 050219), Design Review Case (DRC 050220), Site Plan Review (SPR 050221), and Tentative Map (TPM 090016) for the construction of two new mixed-use buildings, each with approximately 1,300 square feet of commercial space and three residential condominium units, for a total of 2,600 square feet of commercial space and six residential condominium units on two parcels with a combined square footage of 10,504 square feet at 221 and 225 Palm Avenue (APN 625-201-03-00 and 625-201-04-00) in the C-2 (Seacoast Commercial) Zone, are hereby approved subject to the following:

**CONDITIONS OF APPROVAL:**

**A. PLANNING:**

1. The site shall be developed in substantial compliance with the plans dated September 24, 2013, on file at the Community Development Department, or as otherwise amended and approved, and the conditions contained herein.
2. Owner(s) shall sign a Reciprocal Easement Agreement that will provide for pedestrian and vehicular access to all common and parking areas. This legal agreement shall be recorded with the County Recorder and is subject to prior approval by the City.
3. Owner is required to obtain easement vacations or proof of permission to construct on easements from easement owners before building permits can be issued.
4. Approval of the Administrative Coastal Permit (ACP 050218), Conditional Use Permit (CUP 050219), Design Review Case (DRC 050220), Site Plan Review (SPR 050221), and Tentative Map (TPM 090016) is valid for three years from the date of final action by the City Council to expire November 6, 2016, unless vested with substantial construction pursuant to an approved building permit. Approvals of the Administrative Coastal Permit (ACP 050218), Conditional Use Permit (CUP 050219), Design Review Case (DRC 050220), and Site Plan Review (SPR 050221) shall run coterminous with the tentative map.
5. Applicant shall provide an updated Title Report dated within 60 days of the Final Map submittal.

6. All building permits required for the project must be obtained from the Imperial Beach Building Department.
7. Signage shall comply with Section 19.52.080 of the Imperial Beach Municipal Code (IBMC), and should provide channel lettering.
8. All landscaped areas, including the turf pavers in the drive aisle, shall be permanently irrigated and maintained in a healthy condition, free from weeds, trash, and debris.
9. Drought tolerant landscaping shall be provided and shall be subject to staff approval.
10. The applicant or applicant's representative shall read, understand, and accept the conditions listed herein and shall, within 30 days, return a signed statement to the Community Development Department accepting said conditions.
11. The applicant shall pay off any deficits in his project account (050218) prior to building permit issuance and prior to final inspection.

**B. BUILDING:**

12. This project is subject to all Model Codes, State Codes and City Ordinances adopted by the City of Imperial Beach.

**C. PUBLIC WORKS:**

13. Ensure that the hot water tank P.T. discharge pipe is piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order R9-2013-0001.
14. No building roof or landscape water drains may be piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order R9-2013-0001. Eave gutters and leaders shall be installed around building wherever the eaves drain onto impervious surfaces.
15. Require the building foundation elevation be at least 1 foot above gutter line to minimize flooding during storm conditions.
16. Applicant must relocate the Palm tree(s) in the right-of-way that interferes with the proposed driveway location. The relocation will be at the discretion of the Public Works Director and at the applicant's expense. All irrigation, hardscape, and/or landscape damage is to be repaired by the applicant at the applicant's expense for both the existing planting location as well as the new location.
17. Reconstruct driveway approach on Palm Ave as necessary to comply with Regional Standard Drawing G-14A (Driveway approach with sidewalk contiguous with curb). Sidewalk cuts must coincide with the existing sidewalk 5-foot sections. A sidewalk section cannot be cut into smaller sections. Likewise the Curb & Gutter cut for the driveway, must not leave an existing curb and gutter section less than 9 feet in length. All curb, gutter, driveway, and sidewalk reconstruction must be completed with materials, color, and texture to match the existing.

18. If it is necessary to cut into the alley pavement as part of this project, all concrete cuts in the alley must be replaced with #4 rebar dowels positioned every 1 foot on center. Concrete specification must be 560-C-3250. Concrete cuts must also comply with item 4 above and cuts parallel to the alley drainage must be at least 1-foot from the alley drain line.
19. Sub soil compaction must achieve results of 95%. Asphalt placement must be a minimum of four (4) inches thick placed in two lifts. Asphalt Pavement shall be ½" aggregate with AR 4000 oil. All pavements shall be cut to a smooth and consistent edge. All joints will be butt type joints. Asphalt shall be AR4000 ½ mix (hot). The cooling water/lubricant must be collected and not be permitted to enter the city storm drain conveyance system.
20. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or CALTRANS Traffic Control Manual.
21. All street work construction requires a Class A contractor to perform the work. All pavement transitions shall be free of tripping hazards.
22. Restripe Palm Avenue at the newly installed driveway entrance to accommodate for the loss of parking at the driveway entrance on Palm Avenue
23. For any project that proposes work within the public right-of-way (i.e., driveway removal/construction, sidewalk removal/construction, street or alley demolition/reconstruction, landscaping and irrigation, fences, walls within the public right-of-way, etc.), a Temporary Encroachment Permit (TEP) shall be applied for and approved either prior to or concurrent with issuance of the building permit required for the project. Application for a Temporary Encroachment Permit shall be made on forms available at the Community Development Department Counter
24. Construct trash or refuse enclosure and a recycling enclosure to comply with IBMC 19.74.090. Trash and recycling enclosures it to be enclosed by a six-foot high masonry wall and gate. The minimum size refuse enclosure shall be 6' by 9' and the minimum recycling enclosure shall be 4' by 8'.
25. Any disposal/transportation of solid waste / construction waste in roll off containers must be contracted through the City's waste management provider unless the hauling capability exists integral to the prime contractor performing the work.
26. The existing parcel impervious surfaces shall not increase beyond the approved plans as a post-conversion condition in order to maximize the water runoff infiltration area on the parcel in compliance with Municipal Storm Water Permit – Order R9-2013-0001
27. Install survey monuments on northeast and northwest property lines in or adjacent to the sidewalk. Record same with county office of records.
28. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.

29. Require applicant to provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and / or Conditional Use Permit. Agreement is provided through the Community Development Department.
30. Property owner must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant BMP practices shall include but are not limited to:
  - Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.
  - All recyclable construction waste must be properly recycled and not disposed in the landfill.
  - Water used on site must be prevented from entering the storm drain conveyance system (i.e. streets, gutters, alley, storm drain ditches, storm drain pipes).
  - All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
  - Erosion control - All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system.
31. Applicant shall underground all utilities in accordance with I.B.M.C. 13.08.030 - Subdivisions – Undergrounding Required (All privately owned public utility distribution systems and service facilities with the boundaries of any subdivision shall henceforth be placed underground.) and 13.08.040 Subdivision – Responsibility of subdivider to underground – Exempted facilities.
  - a. The subdivider shall be responsible for the requirements of this chapter and shall make the necessary arrangements with each of the public utility companies for the installation of underground facilities and the relocation of existing facilities. The subdivider shall provide the city with letters signed by said public utilities indicating that such arrangements have been made with the public utilities companies stipulating that the undergrounding of utilities facilities will be accomplished concurrent with the filing of the final map of any subdivision as required by this code and the state Subdivision Map Act and subject to the approval of the City...."

#### **D. PUBLIC SAFETY**

32. Project shall be in compliance with the California Fire Code in effect at time of permit issuance and the most current National Fire Protection Association Standards.

**Appeal Process under the California Code of Civil Procedure (CCP):** The time within which judicial review of a City Council decision must be sought is governed by Section 1094.6 of the CCP. A right to appeal a City Council decision is governed by CCP Section 1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

**PROTEST PROVISION:** The 90-day period in which any party may file a protest, pursuant to Government Code Section 66020, of the fees, dedications or exactions imposed on this development project begins on the date of the final decision.

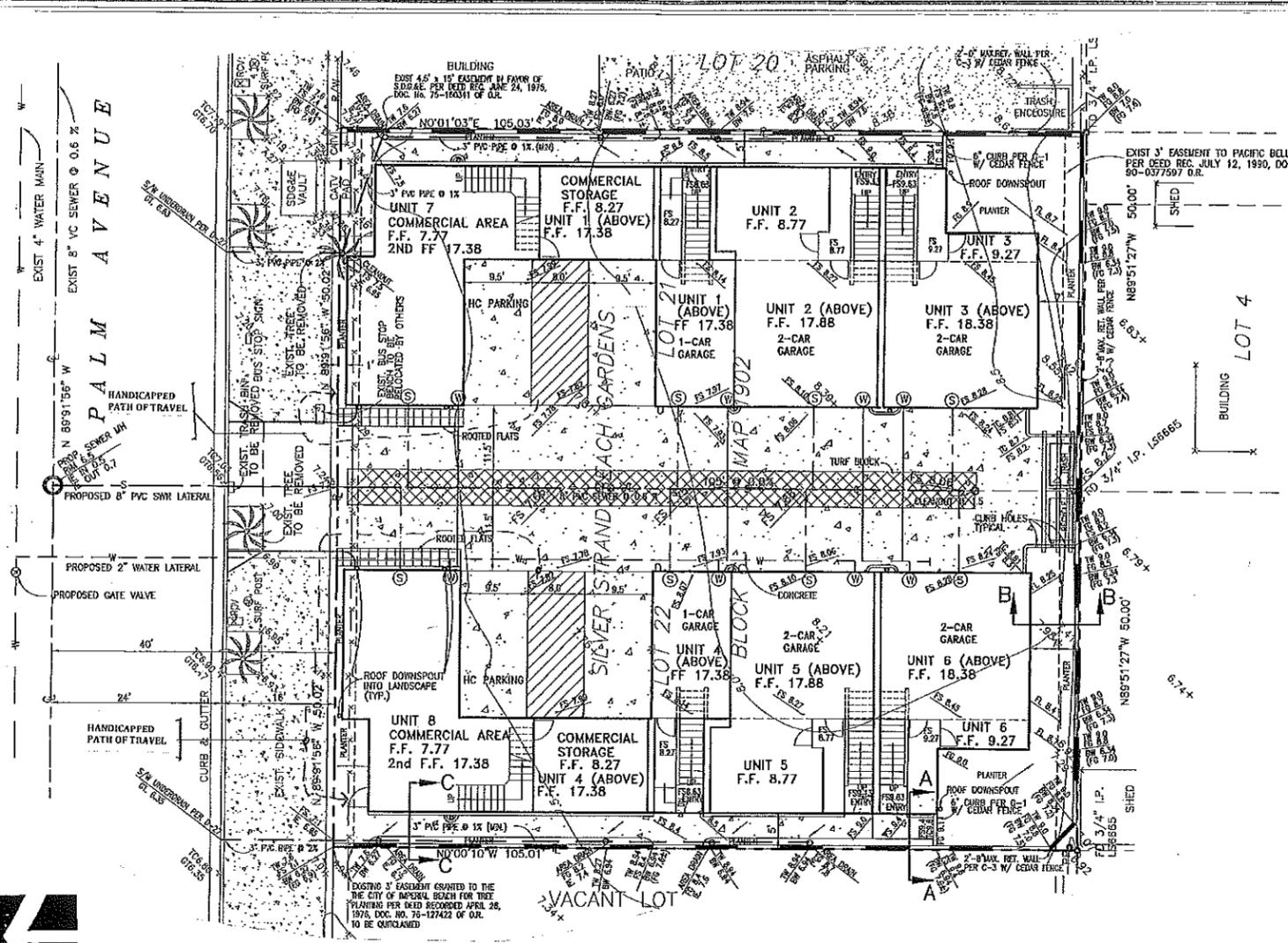
**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 6<sup>th</sup> day of November 2013, by the following vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>

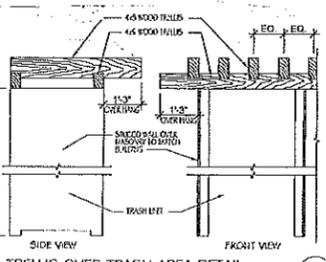
\_\_\_\_\_  
**JAMES C. JANNEY, MAYOR**

**ATTEST:**

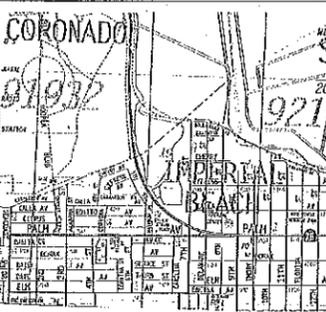
\_\_\_\_\_  
**JACQUELINE M. HALD, MMC**  
**CITY CLERK**



SCALE: 1" = 10'



TRELLIS OVER TRASH AREA DETAIL



VICINITY MAP

NOTE: BOTH STRUCTURES TO BE 3 STORY  
TYPE V 1-HOUR SPRINKLERED ; OCCUPANCY: B, R-3,  
& U

- Plans for this project shall comply with 2010 California Building Standard Code. Current construction codes are: 2010 California Residential Code (based on 2009 IRC), 2010 California Building Code (based on 2009 IBC), the 2010 California Electrical Code (based on the 2007 NEC), the 2010 California Plumbing Code (based on the 2008 UPC by IAPMO), the 2010 California Mechanical Code (based on the 2008 UMC by IAPMO), the 2010 California Green Building Code, and the 2010 California Fire Code (based on the 2008 IFC), the 1997 Uniform Code for the Abatement of Dangerous Buildings, and the 2000 International Urban-Wildland Interface Code.
- On site utilities shall be underground.
- Consult appropriate utility providers for exact service locations.
- Site drainage shall be away from structures.
- Major grading is not proposed, utilize natural drainage and topography.
- Any piping fixtures below elevation of upstream manhole shall drain by gravity and be protected by an approved backwater prevention device.
- All water piping shall be sized in accordance with Appendix "A" of the current CPC.
- Hose bibs and lawn hydrants to be protected by an approved nonremovable backwater prevention device.
- Electrical services shall be grounded to exterior hose bib and to an approved UFER ground.
- Addresses shall be easily seen from street or alley. Numbers shall be min. 6" high with 3/4" stroke on contrasting colored background.
- A separate permit is required for all work in the public right-of-way.
- The structure shall be located on entirely undisturbed soil (owner/licensed Engineer or Architect).
- If the Building Inspector suspects uncompacted fill, expansive soil, or any geologic instability based upon observation of the foundation excavation, a soils, or geological report and resubmittal of plans to verify that the report recommendations have been incorporated may be required.
- All known property lines (real or assumed), easements, and buildings (both existing and proposed) are shown on this plan.
- These plans and all work shall comply with the California Building Standards Code found in the State of California Title 24 CCR as amended and adopted by the City of Imperial Beach.

- GENERAL NOTES:
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS (INCLUDING SETBACKS & ROOF PITCH), PRIOR TO STARTING.
  - ALL DIMENSIONS ARE TO NOMINAL, ROUGH FRAMING.
  - ALL NEW HOSE BIBS SHALL HAVE PERMANENT VACUUM BREAKERS.
  - EASEMENTS EXIST ON THIS PROPERTY.
  - FOR DIMENSIONS NOT SHOWN SEE SHEETS A1.0, A2.0
  - ALL GRADING TO BE DONE PER TM.
  - = DIRECTION OF SURFACE DRAINAGE
  - SURFACE WATER SHALL DRAIN AWAY FROM BUILDING.
  - DOCS = FIRE INDICANT
  - PROVIDE BUILDING ADDRESS, VISIBLE AND LEGIBLE FROM THE STREET.
  - ATTIC VENT OPENINGS SHALL BE COVERED WITH CORROSION RESISTANT METAL MESH WITH MESH OPENING OF 1/4" INCH IN DIMENSION.
  - ATTIC INSTALLATION OF FURFLEX SHALL COMPLY WITH SECTIONS 904, 909, 915, & 920 OF THE UMC.
  - ULTRA LOW FLUSH TOILETS SHALL BE INSTALLED.
  - SHOWERSHEADS SHALL HAVE A MINIMUM 2.5 GPM FLOW AND FAUCETS SHALL HAVE A MINIMUM 2.2 GPM FLOW AND SHALL HAVE MIXING VALVES PER U.P.C. 410.7.
  - STATE HEALTH & SAFETY CODE SEC. 17921.9 BANS THE USE OF CHLORINATED POLYVINYL CHLORIDE (CPVC) AND CROSSLINKED POLYETHYLENE (PEX) FOR INTERIOR WATER SUPPLY PIPING.
  - WATER HEATERS REQUIRE A MINIMUM OF 2 STRAPS TO RESIST HORIZONTAL DISPLACEMENT. PROVIDE A MINIMUM OF 3/4"x24 GAUGE STRAPS WITH 1/4"x3 LAG BOLTS ATTACHED DIRECTLY TO THE FRAMING.
  - SITE WATERING WOULD BE CONDUCTED DURING BUILDING DEMOLITION TO MINIMIZE DUST.
  - PRIOR TO DEMOLITION, PROVIDE NOTICE TO THE SAN DIEGO AIR POLLUTION CONTROL DISTRICT (APCD) THAT DISTRICT BUILDINGS MAY CONTAIN ASBESTOS.
  - THE HIGHEST POINT OF THE ROOF, EQUIPMENT, OR ANY VENT, PIPE, ANTENNA OR OTHER PROJECTION, SHALL NOT EXCEED 30' ABOVE GRADE. (ORD. 11335 HS)

DEVELOPMENT SUMMARY:  
STREET ADDRESS:  
221-225 PALM AVENUE  
IMPERIAL BEACH, CA 91932  
ZONE: C-2  
YARD SETBACK:  
FRONT: REQUIRED: NONE  
PROPOSED: 7'  
SIDES: REQUIRED: NONE  
PROPOSED: 5'-0"  
REAR: REQUIRED: 5'-0" 1<sup>ST</sup> FLOOR & 10'-0" 2<sup>ND</sup>/3<sup>RD</sup> FLOOR  
PROVIDED: 7'-0" 1<sup>ST</sup> FLOOR & 10'-0" 2<sup>ND</sup>/3<sup>RD</sup> FLOOR

BUILDING DATA:

LOT 21:

LOT AREA	5,252 SQ FT
REQUIRED LANDSCAPE AREA	788 SQ FT
PROPOSED PLANTER AREAS	403 SQ FT
PROPOSED TURF BLOCK AREAS	224 SQ FT
TOTAL PROPOSED LANDSCAPING	907 SQ FT

1- PROPOSED COMMERCIAL AREA:

1 <sup>ST</sup> FLOOR AREA	540 SQ FT
1 <sup>ST</sup> FLOOR COMMERCIAL STORAGE	210 SQ FT
2 <sup>ND</sup> FLOOR AREA	600 SQ FT
BALCONY	67 SQ FT
TOTAL COMMERCIAL AREA	1,307 SQ FT
COMMERCIAL PARKING AREA	534 SQ FT
NET COMMERCIAL SPACE, BOTH FLOORS	1,240 SQ FT

2- PROPOSED LIVING AREAS, UNITS 1, 2, 3:

1<sup>ST</sup> FLOOR:

UNIT 1: ENTRY AREA	104 SQ FT
UNIT 2/3: STORAGE AREA	208 + 72 = 280 SQ FT
UNIT 2/3: ENTRY AREA	104 + 104 = 208 SQ FT
TOTAL PROPOSED FLOOR AREA	592 SQ FT

2<sup>ND</sup> FLOOR:

UNITS 1, 2, 3	672 + 672 + 560 = 1,904 SQ FT
BALCONIES, UNITS 1, 2, 3	537 SQ FT
TOTAL PROPOSED FLOOR AREA	1,904 SQ FT

3<sup>RD</sup> FLOOR:

UNITS 1, 2, 3	730 + 720 + 694 = 2,134 SQ FT
BALCONIES, UNITS 1, 2, 3	252 SQ FT
TOTAL PROPOSED FLOOR AREA	2,134 SQ FT

PARKING AREA:

UNITS 1, 2, 3	210 + 400 + 410 = 1,050 SQ FT
TOTAL PROPOSED PARKING AREA	1,050 SQ FT

PROPOSED LIVING AREAS:

UNIT 1	1,496 SQ FT
UNIT 2	1,496 SQ FT
UNIT 3	1,350 SQ FT
TOTAL PROPOSED LIVING AREAS	4,350 SQ FT

TOTAL PROPOSED LIVING AREAS + GARAGE SPACE:

UNIT 1	1,706 SQ FT
UNIT 2	1,906 SQ FT
UNIT 3	1,700 SQ FT
TOTAL PROPOSED GROSS FLOOR AREA WITH GARAGES	5,400 SQ FT

TOTAL PROPOSED GROSS LIVING AREA + COMMERCIAL + PARKING AREA: 7,737 SQ FT

3-PARKING:

RESIDENTIAL	REQUIRED: 3 X 1.5 = 4.5 SPACES PROPOSED: 5 SPACES
COMMERCIAL	REQUIRED: 1,240/500 = 2.48 SPACES PROPOSED: 2 SPACES

BUILDING DATA:

LOT 22:

LOT AREA	5,252 SQ FT
REQUIRED LANDSCAPE AREA	788 SQ FT
PROPOSED PLANTER AREAS	710 SQ FT
PROPOSED TURF BLOCK AREAS	224 SQ FT
TOTAL PROPOSED LANDSCAPING	942 SQ FT

1- PROPOSED COMMERCIAL AREA:

1 <sup>ST</sup> FLOOR AREA	610 SQ FT
1 <sup>ST</sup> FLOOR COMMERCIAL STORAGE	210 SQ FT
2 <sup>ND</sup> FLOOR AREA	600 SQ FT
BALCONY	67 SQ FT
TOTAL COMMERCIAL AREA	1,307 SQ FT
COMMERCIAL PARKING AREA	534 SQ FT
NET COMMERCIAL SPACE, BOTH FLOORS	1,240 SQ FT

2- PROPOSED LIVING AREAS, UNITS 1, 2, 3:

1<sup>ST</sup> FLOOR:

UNIT 1: ENTRY AREA	104 SQ FT
UNIT 2/3: STORAGE AREA	208 + 72 = 280 SQ FT
UNIT 2/3: ENTRY AREA	104 + 104 = 208 SQ FT
TOTAL PROPOSED FLOOR AREA	592 SQ FT

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UNITS 1, 2, 3	672 + 672 + 560 = 1,904 SQ FT
BALCONIES, UNITS 1, 2, 3	537 SQ FT
TOTAL PROPOSED FLOOR AREA	1,904 SQ FT

3<sup>RD</sup> FLOOR:

UNITS 1, 2, 3	730 + 720 + 694 = 2,134 SQ FT
BALCONIES, UNITS 1, 2, 3	252 SQ FT
TOTAL PROPOSED FLOOR AREA	2,134 SQ FT

PARKING AREA:

UNITS 1, 2, 3	210 + 400 + 410 = 1,050 SQ FT
TOTAL PROPOSED PARKING AREA	1,050 SQ FT

PROPOSED LIVING AREAS:

UNIT 1	1,496 SQ FT
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UNIT 3	1,350 SQ FT
TOTAL PROPOSED LIVING AREAS	4,350 SQ FT

TOTAL PROPOSED LIVING AREAS + GARAGE SPACE:

UNIT 1	1,706 SQ FT
UNIT 2	1,906 SQ FT
UNIT 3	1,700 SQ FT
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TOTAL PROPOSED GROSS LIVING AREA + COMMERCIAL + PARKING AREA: 7,737 SQ FT

3-PARKING:

RESIDENTIAL	REQUIRED: 3 X 1.5 = 4.5 SPACES PROPOSED: 5 SPACES
COMMERCIAL	REQUIRED: 1,240/500 = 2.48 SPACES PROPOSED: 2 SPACES

SCOPE OF WORK:

PROPOSED TWO SEPARATE STRUCTURES ON TWO SEPARATE LOTS. THREE APARTMENTS WITH COMMERCIAL AREA, EACH TWO STORY OVER BASEMENT.

SHEET INDEX:

SITE PLAN	A1.0
LANDSCAPE DEVELOPMENT PLAN	L-1
1 <sup>ST</sup> FLOOR PLAN, LOT 21	A2.0
2 <sup>ND</sup> FLOOR PLAN, LOT 21	A2.1
3 <sup>RD</sup> FLOOR PLAN, LOT 21	A2.2
1 <sup>ST</sup> FLOOR PLAN, LOT 22	A3.0
2 <sup>ND</sup> FLOOR PLAN, LOT 22	A3.1
3 <sup>RD</sup> FLOOR PLAN, LOT 22	A3.2
FRONT & REAR ELEVATIONS, LOT 21/22	A6.0
LEFT/RIGHT (EAST/WEST) ELEVATIONS, LOT 21	A6.1
LEFT/RIGHT (EAST/WEST) ELEVATIONS, LOT 22	A6.2

LEGAL DESCRIPTION:

ASSESSOR'S PARCEL NO.:  
625-201-03 &  
625-201-04  
LOT 21 & 22, BLOCK 6, SILVER STRAND BEACH GARDENS, MAP 1902

OWNER:  
SECOND PALM AVE, LLC  
5635 RUTGERS ROAD  
LA JOLLA, CA 92037

DESIGNER:  
JOSH RENNER DESIGN  
PO BOX 600455  
SAN DIEGO, CA 92160  
619.990.8942

CIVIL ENGINEER:  
SM ENGINEERING  
837 EAST J STREET  
CHULA VISTA, CA 91910  
619.422.7269

LANDSCAPE ARCHITECT:  
LIVINGSTON ASSOCIATES  
6266 LAMBDA STREET  
SAN DIEGO, CA 92120  
619.583.4166

STORMWATER QUALITY NOTES  
CONSTRUCTION BMP'S

- This project shall comply with all requirements of the state permit, California Residential Water Control Permit, San Diego Region, Order No. 2001-01, (http://www.cwrp.org/AVAILABLE AT: www.sandag.ca.gov/watercontrol/permitting/2001-01.html)
- Notes 1-4 below represent key minimum requirements for construction BMP's
- The Contractor shall be responsible for cleanup of all silt and mud on adjacent streets, due to construction vehicles or any other construction activity, at the end of each work day, or after a storm event that causes a breach in installed construction BMP's which may compromise storm water quality within any street. A full street construction BMP may be required to prevent construction vehicles or equipment from tracking mud or silt onto the street.
  - All supplies of soil and/or building materials that are intended to be left for a period greater than six working days when the five day rain probability forecast exceeds 40%.
  - A concrete washout shall be provided on all projects which propose the construction of any concrete structures which are to be poured in place on site.
  - The Contractor shall install all sedimentation control devices to working order. After each runoff event, all traps shall be cleaned or replaced as needed.
  - All traps that are created or disturbed by construction activity must be protected against erosion and sediment transport at all times.
  - The storage of all construction materials and equipment must be protected against any potential release of pollutants into the environment.

NO.	REVISION DESCRIPTION	BY
3/16/09		

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josh@rennercreat.net

PALM AVE APARTMENTS  
AND COMMERCIAL  
AND MIXED USED

221 & 225 PALM AVE.  
IMPERIAL BEACH, CA 91932

DESIGN BY  
ARISTOTRONS CONSTRUCTION, INC.

DRAWN  
AZ

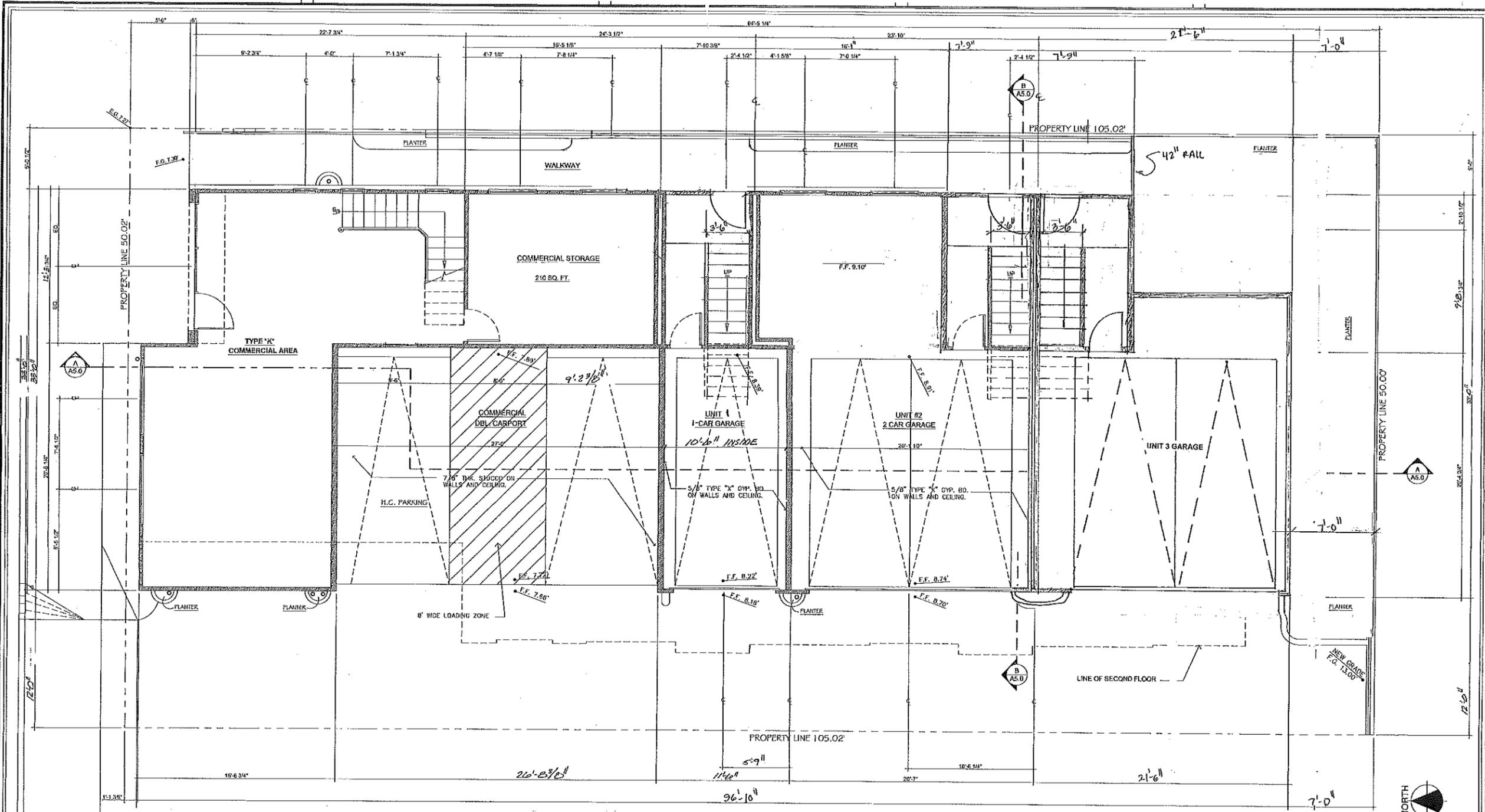
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T.A.

DATE  
10/15/04

SCALE  
NOTED

JOB NO.  
314 SD

SHEET  
A1.0 OF



**PROPOSED GROUND LEVEL FLOOR PLAN**

SCALE: 1/4" = 1'-0"

**(LOT) 21**

**LEGEND :**

	EXHAUST FAN CAPABLE OF PROVIDING 5 AIR CHANGES PER HR. DISCHARGING TO THE EXTERIOR OF THE BUILDING NOT CLOSER THAN 3 FT. FROM ANY EXTERIOR OPENING. (SEC. 310.9)
	SMOKE DETECTOR (PERMANENTLY WIRED TOGETHER W/ BATTERY BACK-UP)
	INCANDESCENT RECEPTACLE
	RECEPTACLE (WEATHERPROOF) (GROUND FAULT CIRCUIT INTERRUPTOR)
	RECEPTACLE (GROUND FAULT CIRCUIT INTERRUPTOR)
	RECESSED DOWN LIGHT

**NOTE:**

1. DIMENSIONS ARE TAKEN FROM ALL ROUGH CARPENTRY UNLESS NOTED OTHERWISE.
2. FOR ADDITIONAL WALL AND PARTITION NOTES, SEE SHEET A6.1

**NOTE:**

1. DIMENSION ARE TAKEN FROM ALL ROUGH CARPENTRY UNLESS NOTED OTHERWISE.
2. FOR ADDITION WALL AND PARTITION NOTES, SEE SHEET A6.1

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**PALM AVE APARTMENTS  
 AND COMMERCIAL  
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 221 & 225 PALM AVE.  
 IMPERIAL BEACH, CA 91932

DESIGN BY  
 ARMSTRONG CONSTRUCTION, INC.

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CHECKED BY  
 T.A.

DATE  
 10/15/04

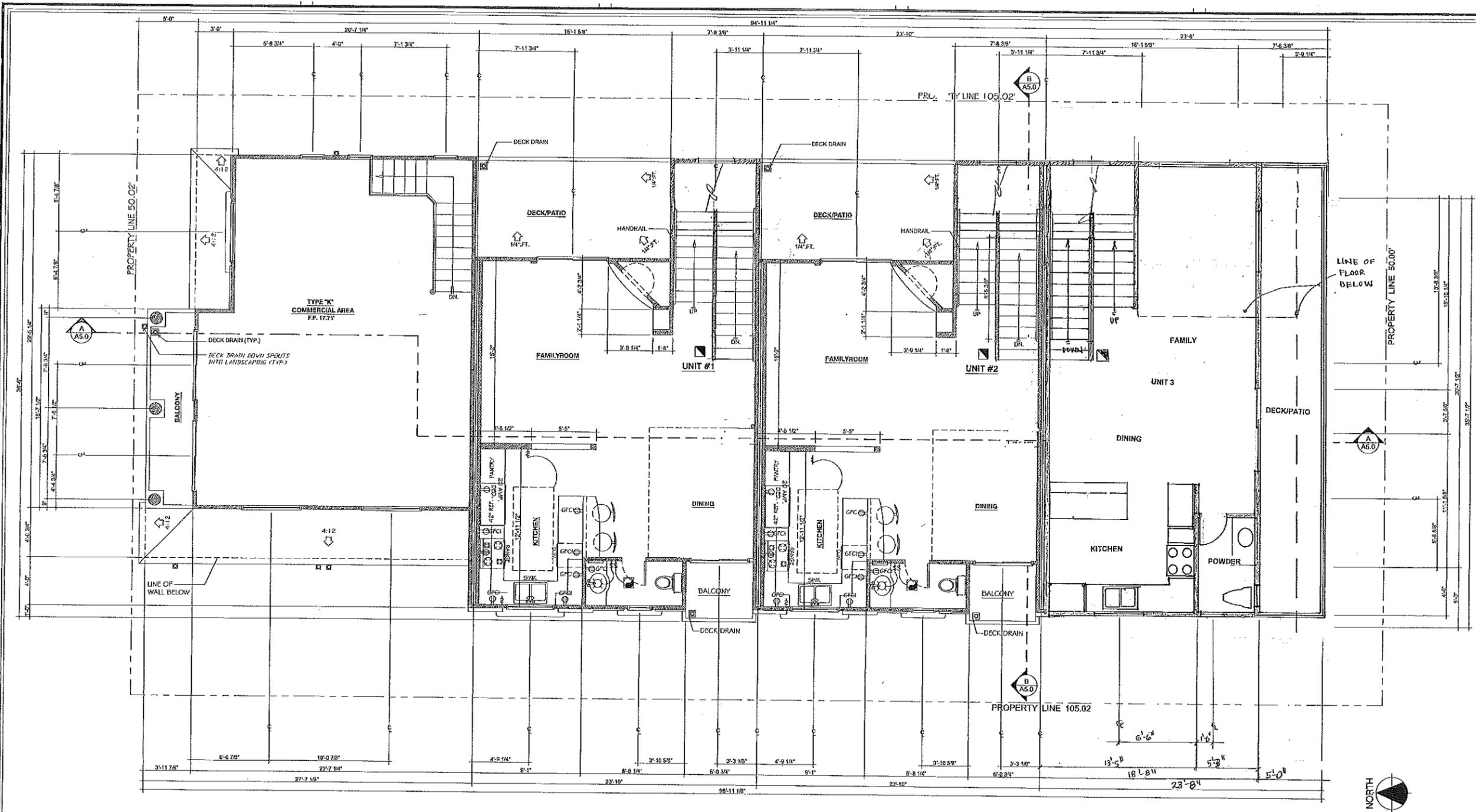
SCALE  
 NOTED

JOB NO.  
 314 SD

SHEET

**A2.0**

SHEET: OF:



**PROPOSED 2<sup>ND</sup> FLOOR LOT 21**  
 SCALE: 1/4" = 1'-0"

- LEGEND :**
- EXHAUST FAN CAPABLE OF PROVIDING 5 AIR CHANGES PER HR. DISCHARGING TO THE EXTERIOR OF THE BUILDING NOT CLOSER THAN 3 FT. FROM ANY EXTERIOR OPENING. (SEC. 310.9)
  - SMOKE DETECTOR (PERMANENTLY WIRED TOGETHER W/ BATTERY BACK-UP)
  - INCANDESCENT
  - RECEPTACLE
  - RECEPTACLE (WEATHERPROOF) (GROUND FAULT CIRCUIT INTERRUPTOR)
  - RECEPTACLE (GROUND FAULT CIRCUIT INTERRUPTOR)
  - RECESSED DOWN LIGHT

**NOTE:**

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2. FOR ADDITION WALL AND PARTITION NOTES, SEE SHEET A2.1

**NOTE:**

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2. FOR ADDITIONAL WALL AND PARTITION NOTES, SEE SHEET A2.1

NO.	REVISION	DESCRIPTION	BY

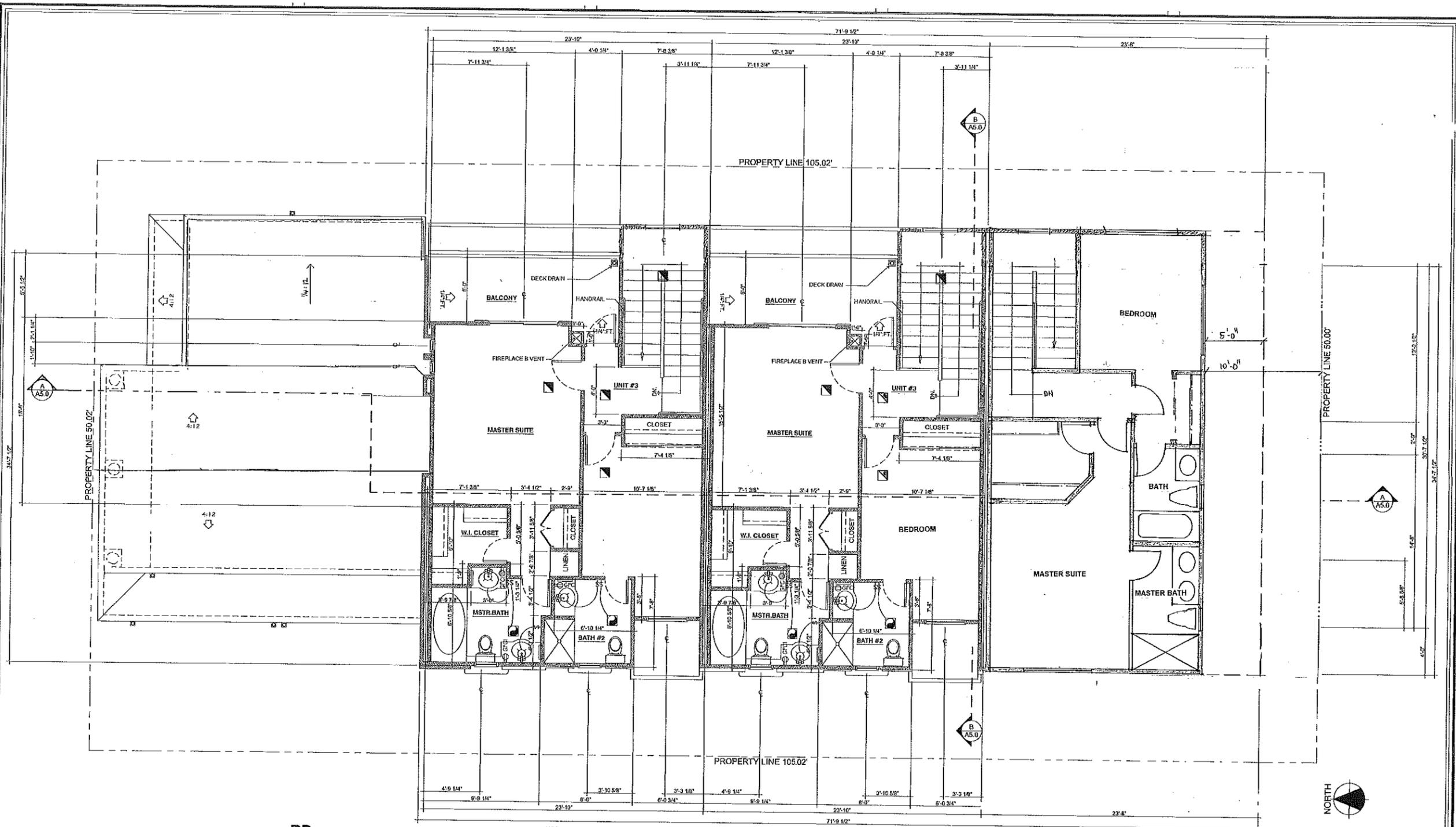
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**PALM AVE APARTMENTS AND COMMERCIAL MIXED USED**  
 221 & 225 PALM AVE.  
 IMPERIAL BEACH, CA 91932

DESIGN BY  
 ARMSTRONG CONSTRUCTION, INC.

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SCALE	NOTED
JOB NO.	314 SD
SHEET	

**A2.1**  
 SHEET OF



**PROPOSED 3<sup>RD</sup> FLOOR LOT 21**

SCALE: 1/4" = 1'-0"

- LEGEND :**
- EXHAUST FAN CAPABLE OF PROVIDING 5 AIR CHANGES PER HR. DISCHARGING TO THE EXTERIOR OF THE BUILDING NOT CLOSER THAN 3 FT. FROM ANY EXTERIOR OPENING. (SEC. 310.9)
  - SMOKE DETECTOR (PERMANENTLY WIRED TOGETHER W/ BATTERY BACK-UP)
  - INCANDESCENT
  - RECEPTACLE
  - RECEPTACLE (WEATHERPROOF) (GROUND FAULT CIRCUIT INTERRUPTOR)
  - RECEPTACLE (GROUND FAULT CIRCUIT INTERRUPTOR)
  - RECESSED DOWN LIGHT

**NOTE:**

- DIMENSION ARE TAKEN FROM ALL ROUGH CARPENTRY UNLESS NOTED OTHERWISE.
- FOR ADDITION WALL AND PARTITION NOTES, SEE SHEET A0.1

**NOTE:**

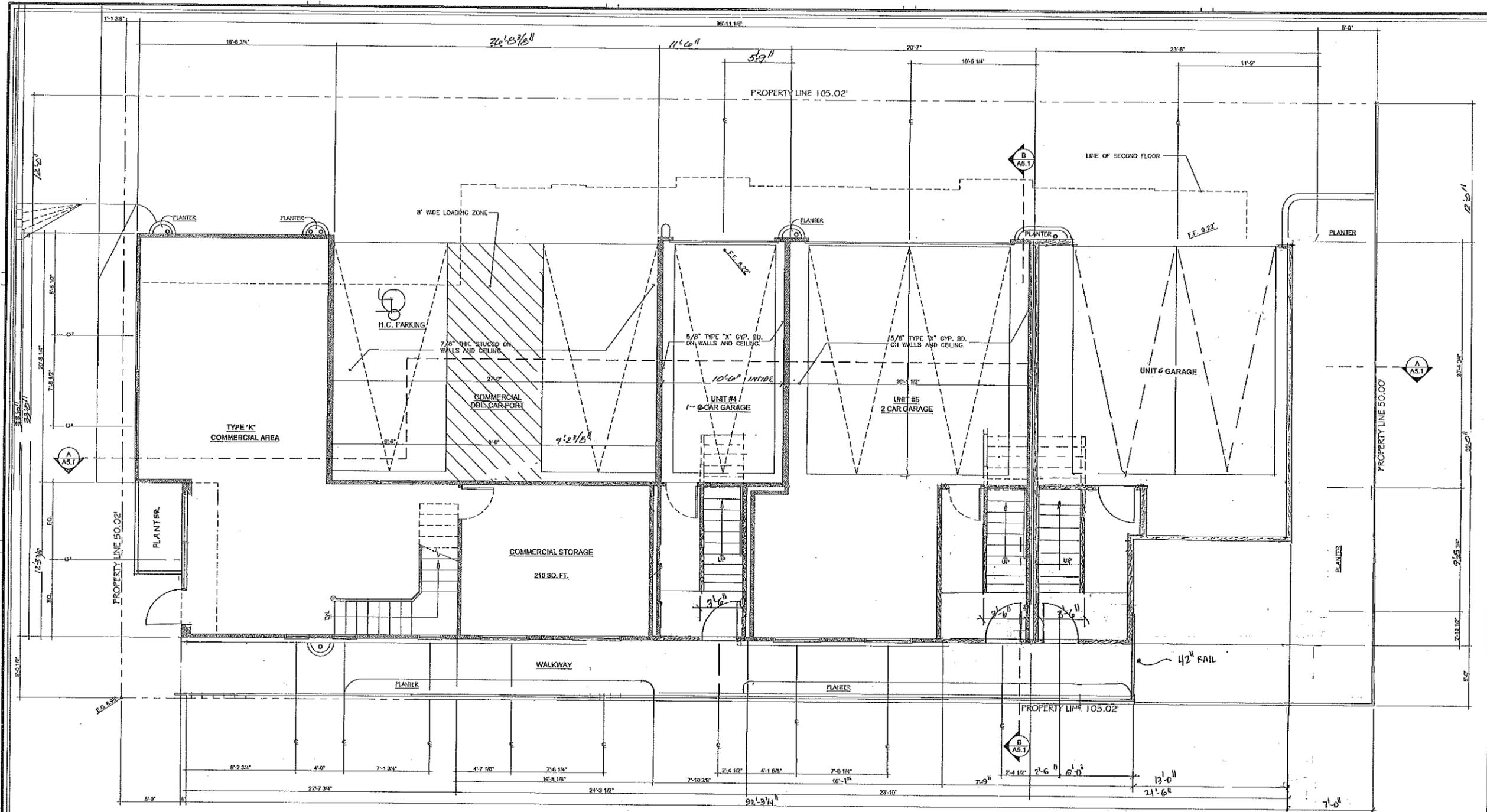
- DIMENSIONS ARE TAKEN FROM ALL ROUGH CARPENTRY UNLESS NOTED OTHERWISE.
- FOR ADDITIONAL WALL AND PARTITION NOTES, SEE SHEET A0.1

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DATE	10/15/04
SCALE	NOTED
JOB NO.	314 SD
SHEET	A2.2
SHEET	OF



**PROPOSED GROUND LEVEL FLOOR PLAN**

SCALE: 1/4" = 1'-0"

(LOT) 22

**LEGEND :**

	EXHAUST FAN CAPABLE OF PROVIDING 5 AIR CHANGES PER HR. DISCHARGING TO THE EXTERIOR OF THE BUILDING NOT CLOSER THAN 3 FT. FROM ANY EXTERIOR OPENING. (SEC. 510.9)
	SMOKE DETECTOR (PERMANENTLY WIRED TOGETHER W/ BATTERY BACK-UP)
	INCANDESCENT
	RECEPTACLE
	RECEPTACLE (WEATHERPROOF) (GROUND FAULT CIRCUIT INTERRUPTOR)
	RECEPTACLE (GROUND FAULT CIRCUIT INTERRUPTOR)
	RECESSED DOWN LIGHT

**NOTE:**

1. DIMENSIONS ARE TAKEN FROM ALL ROUGH CARPENTRY UNLESS NOTED OTHERWISE.
2. FOR ADDITIONAL WALL AND PARTITION NOTES, SEE SHEET AD.1

**LEGEND :**

	DOOR - SEE SCHEDULE SHEET AG.0
	WINDOW - SEE SCHEDULE SHEET AG.0

**NOTE:**

1. DIMENSION ARE TAKEN FROM ALL ROUGH CARPENTRY UNLESS NOTED OTHERWISE.
2. FOR ADDITION WALL AND PARTITION NOTES, SEE SHEET AD.1

NO.	REVISION	DESCRIPTION	BY

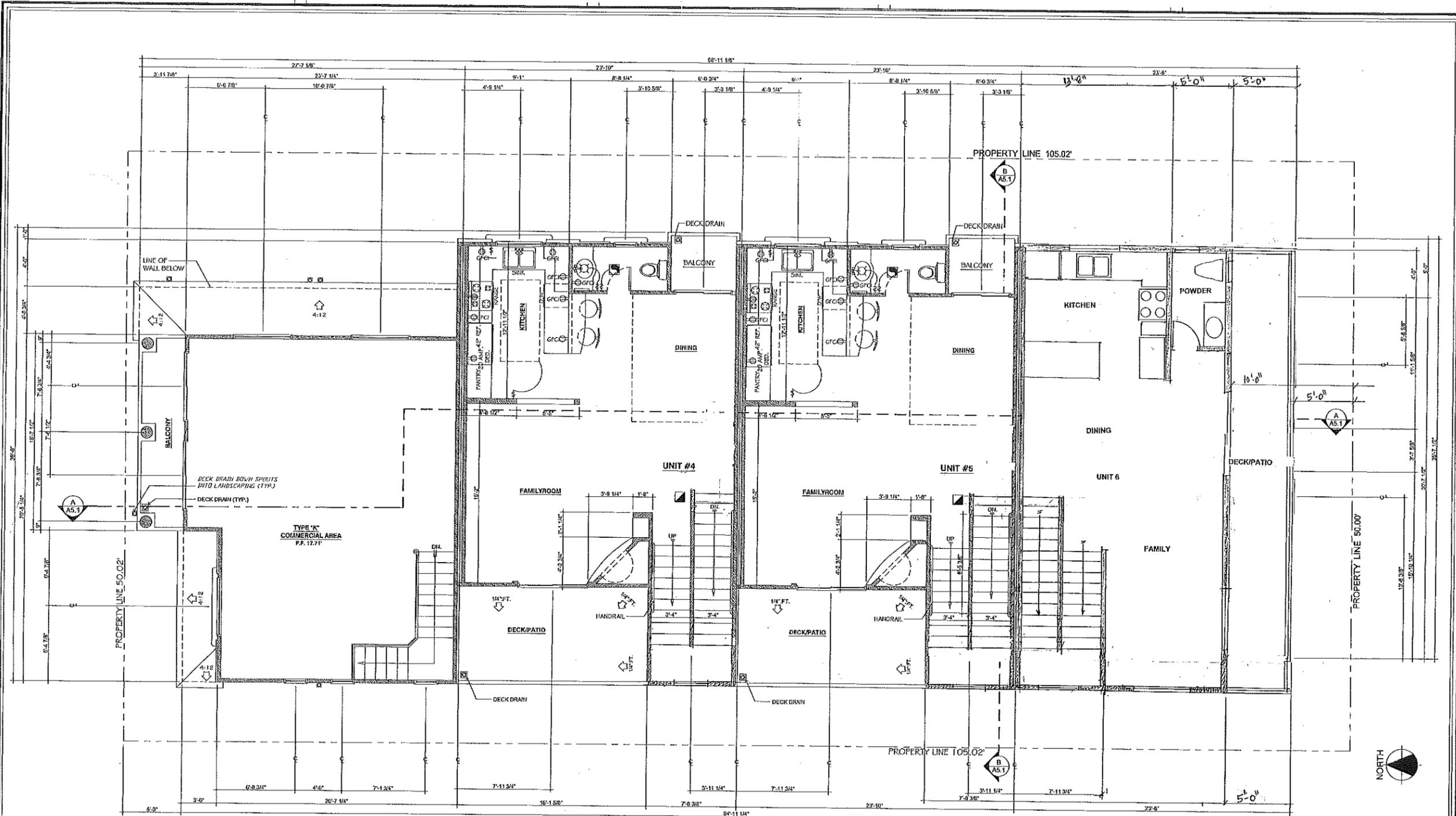
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**PALM AVE APARTMENTS  
 AND COMMERCIAL  
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 221 & 225 PALM AVE.  
 IMPERIAL BEACH, CA 91932

DESIGN BY  
 ARMSTRONG CONSTRUCTION, INC.

DRAWN	AZ
CHECKED	T.A.
DATE	10/16/04
SCALE	NOTED
JOB NO.	314 SD

**A3.0**  
 SHEET: OF:



**PROPOSED 2<sup>ND</sup> FLOOR (LOT 22)**  
 SCALE: 1/4" = 1'-0"

- LEGEND :**
- EXHAUST FAN CAPABLE OF PROVIDING 5 AIR CHANGES PER HR. DISCHARGING TO THE EXTERIOR OF THE BUILDING NOT CLOSER THAN 3 FT. FROM ANY EXTERIOR OPENING. (SEC. 310.9)
  - SMOKE DETECTOR (PERMANENTLY WIRED TOGETHER W/ BATTERY BACK-UP)
  - INCANDESCENT RECEPTACLE
  - RECEPTACLE (WEATHERPROOF) (GROUND FAULT CIRCUIT INTERRUPTOR)
  - RECEPTACLE (GROUND FAULT CIRCUIT INTERRUPTOR)
  - RECESSED DOWN LIGHT

**NOTE:**

1. DIMENSIONS ARE TAKEN FROM ALL ROUGH CARPENTRY UNLESS NOTED OTHERWISE.
2. FOR ADDITIONAL WALL AND PARTITION NOTES, SEE SHEET A8.1

- LEGEND :**
- DOOR - SEE SCHEDULE SHEET A6.0
  - WINDOW - SEE SCHEDULE SHEET A6.0

**NOTE:**

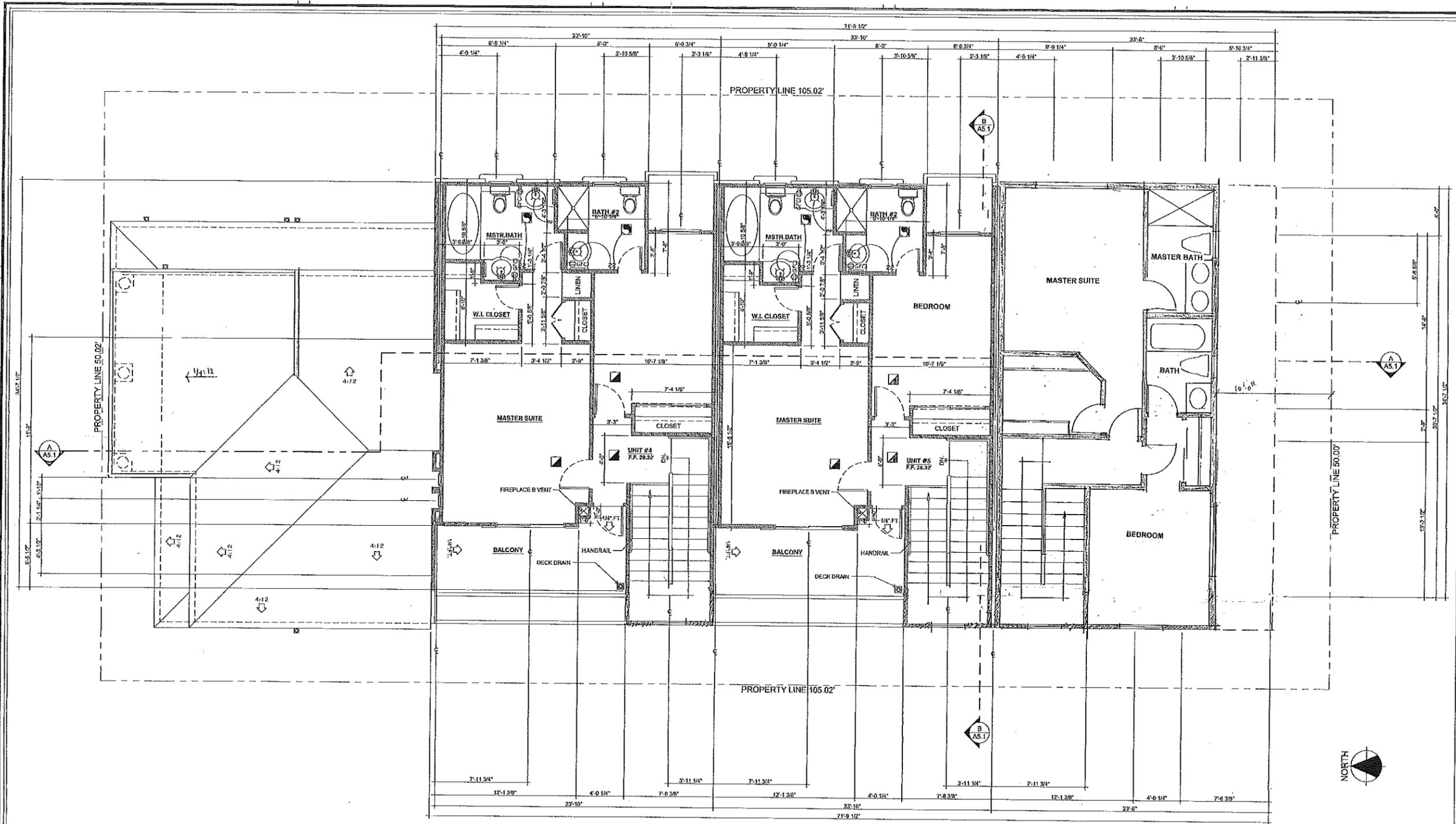
1. DIMENSION ARE TAKEN FROM ALL ROUGH CARPENTRY UNLESS NOTED OTHERWISE.
2. FOR ADDITION WALL AND PARTITION NOTES, SEE SHEET A8.1

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**PALM AVE APARTMENTS AND COMMERCIAL MIXED USED**  
 221 & 225 PALM AVE.  
 IMPERIAL BEACH, CA 91932

DESIGN BY	ARMSTRONG CONSTRUCTION, INC.
DRAWN BY	AZ
CHECKED BY	T.A.
DATE	10/15/04
SCALE	NOTED
JOB NO.	314 SD
SHEET	A3.1



**PROPOSED 3<sup>RD</sup> FLOOR (LOT 22)**  
 SCALE: 1/4"=1'-0"

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**PALM AVE APARTMENTS  
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 221 & 225 PALM AVE.  
 IMPERIAL BEACH, CA 91932

DESIGN BY	ARMSTRONG CONSTRUCTION, INC.
DRAWN	AZ
CHECKED	T.A.
DATE	10/15/04
SERIES	NOTED
JOB NO.	314 SD
SHEET	
<b>A3.2</b>	
SHEET	OF





**EAST ELEVATION**

**LOT 21**



**WEST ELEVATION**

**LOT 21**

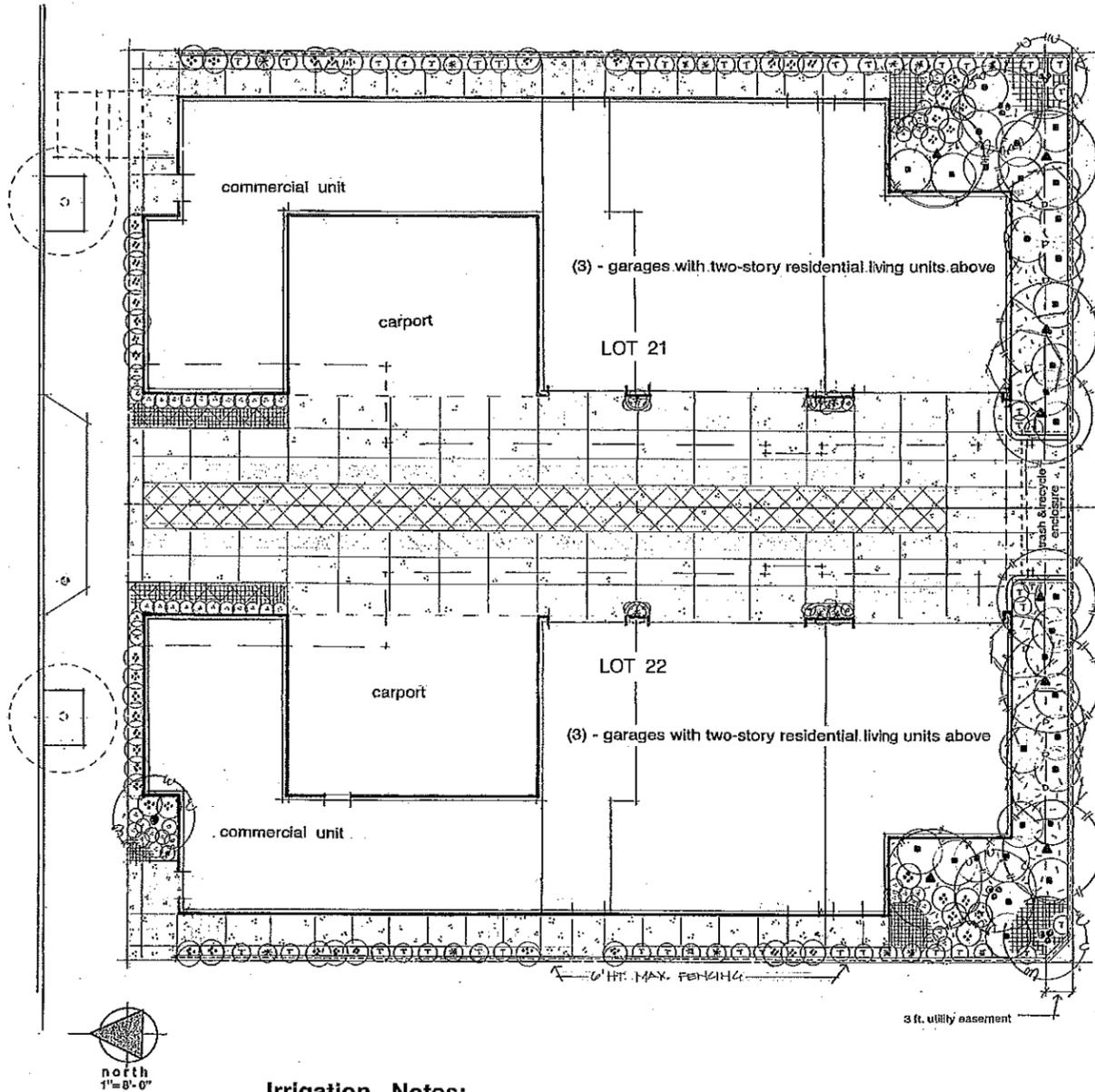
REVISIONS	BY

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**PALM AVE APARTMENTS  
 AND COMMERCIAL  
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 221 & 225 PALM AVE.  
 IMPERIAL BEACH, CA 91932

DRAWN
CHECKED
DATE
SCALE
JOB NO.
SHEET
<b>A6.1</b>
OF SHEETS

PALM AVENUE



north  
1" = 8'-0"

**Irrigation Notes:**

**Irrigation Concept:**

A new irrigation system shall be installed as required for proper irrigation, development and maintenance of the vegetation. Shrub planting shall be efficiently irrigated with a pressure regulating drip irrigation system. Turf planting shall be efficiently irrigated with a pressure regulating inline emitter flexible tubing drip irrigation system. The permanent, automatic irrigation system will be designed to incorporate the proper backflow prevention device and designed with each valve irrigating the same type plant material with similar exposure. All PVC pipe and rip tubing shall be installed below grade minimizing the above grade equipment.

**SHRUB IRRIGATION SHALL BE INSTALLED AS FOLLOWS:**

- Shrub irrigation shall be a combination of pvc pipe below grade, pressure-compensating inline emitters in flexible tubing and/or multi-outlet emitters for the landscape area. Install each valve in a complete full circle, loop system with an air vacuum relief valve at the highest point of the valve and flush cap at the furthest point away from valve.
- Pressure-compensating inline emitter flexible tubing and/or multi-outlet emitters shall distribute irrigation water to plant material rootballs.
- Pressure-compensating inline emitter flexible tubing and/or multi-outlet emitters shall be installed 1" below grade with wire stakes securing tubing every four feet on center.
- Stake location of plant material prior to installation of irrigation pressure-compensating inline emitter flexible tubing and/or multi-outlet emitters.

**TURF BLOCK IRRIGATION SHALL BE INSTALLED AS FOLLOWS:**

- Turf irrigation shall be pressure-compensating inline emitter flexible tubing installed within cavities of the turf block pavers.
- Tubing shall be installed with a maximum of 12 inch on center emitter spacing approximately 4 to 6 inches below grade with spacing to match turf block modular cavities.

**Planting Legend:**

QTY.	SIZE	BOTANICAL NAME / COMMON NAME	REMARKS	SYMBOL
Existing Street Trees				
2	12'15" bth	Syagrus romanzoffianum / Queen Palm	existing 12 ft. & 15 ft. bth (brown trunk height) Queen Palm to remain	(Symbol)
1	12'	Syagrus romanzoffianum / Queen Palm	existing 12 ft. bth (brown trunk height) Queen Palm to be removed	(Symbol)
Trees				
4	24" box	Arbutus 'Marina' / Strawberry Tree, multi-trunk	8 ft. ht. x 6 ft. spr., multi-trunk, healthy, vigorous	(Symbol)
1	24" box	Arbutus 'Marina' / Strawberry Tree, standard	10 ft. ht. x 4 ft. spr., standard, healthy, vigorous	(Symbol)
8	24" box	Callistemon viminalis / Weeping Bottlebrush	8 ft. ht. x 3 ft. ht. spr., healthy vigorous growth	(Symbol)
Shrubs				
8	15 gal.	Dodonaea viscosa / Hopseed Bush	2 ft. ht. x 1 ft. spr., healthy vigorous growth	(Symbol)
5A	5 gal.	Clivia miniata Kallir Lily	healthy vigorous growth	(Symbol)
5B	5 gal.	Diela bicolor / Fortnight Lily	2 ft. ht. x 1 ft. spr., healthy vigorous growth	(Symbol)
5C	5 gal.	Rhaphiolepis Indica 'Pink Lady' / Pink Lady Hawthorn	1.5 ft. ht. x 1.5 ft. spr., healthy vigorous growth	(Symbol)
41	5 gal.	Trachelospermum jasminoides / Star Jasmine	healthy vigorous growth	(Symbol)
2D	1 gal.	Cissus rhombifolia / Grape Ivy	healthy vigorous growth	(Symbol)
12	1 gal.	Sansevieria trifasciata / Snake Plant	healthy vigorous growth	(Symbol)
Groundcovers				
-	-	Turf / installed within turf block pavers	turf sod plugs within turf block cavities	(Symbol)
12" o.c. flats		Dymondia margaritaeo / Dymondia	rooted flats, plant at 12" on center in landscape and in turf block cavities	(Symbol)
3" layer		Landscape Trail Mulch 2" minus / Shredded mulch	Contact Agri-Service, Vista, CA, (800) 262-4167 Install in all newly planted areas excluding turf pavers	(Symbol)

**Planting Notes:**

- All landscape and irrigation shall conform to the standards of the city-wide landscape regulations and all other landscape related city and regional standards.
- No change, modification or alteration shall be made to the project unless appropriate application or amendment of this permit shall have been granted by the city.
- All required landscape areas shall be maintained free of debris and litter with plant material maintained in a healthy growing condition. Diseased or dead plant material shall be satisfactorily treated or replaced per the conditions of the permit. Severe pruning or "topping" of trees is not permitted. All trees shall be maintained in a safe manner to allow each tree to grow to its mature height and spread. The residents shall be the responsible party for the long term maintenance of the property.
- Existing street trees and public right-of-way improvements shall be maintained in good condition / healthy during the construction process. Barriers shall be erected to protect these improvements.
- Contractor shall check, familiarize himself with, and verify all existing site conditions, utilities and services prior to planting. Notify the owner's representative of any discrepancies immediately. Contractor shall become familiar with the site and refer to engineer drawings to assure grading and drainage is not compromised.
- If any existing hardscape or landscape is damaged or removed during demolition or construction (including existing or new plantings, hardscape, landscape features etc.), it shall be repaired and / or replaced in kind and of equivalent quality or size per the approved documents.
- Contractor shall coordinate all construction installation with other trades completing this project.
- Contractor shall be aware of proposed auto and pedestrian traffic prior to installation of irrigation and plant material.
- Owner's representative shall approve all finished grades prior to the installation of plant material. All planting areas shall surface drain a minimum of 2% away from structures with no sunken areas where water might puddle.
- Plant count is for convenience only, contractor shall install plant material according to drawings and design intent.
- Contractor shall install a 3" layer Landscape Trail Mulch 2" minus, shredded lumber trimmings produced by Agri-Service in Vista, California at 1 (800) 262-4167. Install in all planting area.
- Contractor shall install soil amendments as recommended by a soils test taken from soil on site after grading has taken place and retaining walls have been built.
- Soil shall be amended as per recommendations from the soils test to optimize plant growth and plant establishment as well as provide adequate drainage to accommodate winter rain runoff absorption and
- Contractor shall install plant containers within planting pits that are two times the size of the container.
- Soil amendments may be acquired at Miramar Wholesale Nursery (miramarnurseries.com) or John Deere Landscape (johndeerelandscapes.com).

**Planting Area:**

<b>LOT 21, 105.02 ft. x 50.00 ft.</b>		
Lot Area	5,251.0 sq. ft.	
Required landscape area, 15%, (.15 x 5,251 = 788 sq. ft.)	788.0 sq. ft.	
Proposed shrub landscape area	683.0 sq. ft.	(75.3% of landscape area)
Proposed turf landscape area	224.0 sq. ft.	(24.7% of landscape area)
Total proposed landscape area	907.0 sq. ft.	
Excess landscape area	119.0 sq. ft.	
<b>LOT 22, 105.01 ft. x 50.00 ft.</b>		
Lot Area	5,250.0 sq. ft.	
Required landscape area, 15%, (.15 x 5,250 = 788 sq. ft.)	788.0 sq. ft.	
Proposed shrub landscape area	718.0 sq. ft.	(76.2% of landscape area)
Proposed turf landscape area	224.0 sq. ft.	(23.8% of landscape area)
Total proposed landscape area	942.0 sq. ft.	
Excess landscape area	154.0 sq. ft.	
<b>TOTAL REQUIRED LANDSCAPE AREA:</b>	<b>1,576.0 sq. ft.</b>	
<b>TOTAL PROPOSED LANDSCAPE AREA:</b>	<b>1,849.0 sq. ft.</b>	<b>(17.6% of lot area)</b>
<b>TOTAL TURF AREA OF PROPOSED LANDSCAPE AREA:</b>	<b>448.0 sq. ft.</b>	<b>(24.2% of total landscape area)</b>
<b>TOTAL EXCESS LANDSCAPE AREA PROPOSED:</b>	<b>273.0 sq. ft.</b>	



REVISIONS	BY
08-11-11	DL
02-11-11	DL
02-07-12	DL
02-23-13	DL

**Livingston Architects**  
Landscape Architecture & Planning  
221 & 225 Palm Avenue, Imperial Beach, Calif. 91932

**Livingston Architects**  
Landscape Architecture & Planning  
221 & 225 Palm Avenue, Imperial Beach, CA 91932  
Tel: 619 453-4166  
Fax: 619 453-4167

**Landscape Development Plan**

Date	07-26-10
Scale	1" = 8'-0"
Drawn	DL
Job	#1000-02
Sheet	4
Of	Sheets

# LEGAL DESCRIPTION

LOTS 21 AND 22 IN BLOCK 6 OF SILVER STRAND BEACH GARDENS, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1902, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 25, 1926.

# NOTES

- EXISTING ZONING IS C-2
- LEGAL ACCESS AND ALL UTILITIES ARE AVAILABLE FROM PALM AVENUE.
- NO PROPOSED PUBLIC IMPROVEMENTS EXCEPT NEW DRIVEWAY.
- ASSESSOR'S PARCEL NUMBER IS 625-201-03 & 04
- ROOF DRAINAGE DOWN-SPOUTS SHALL DISCHARGE INTO LANDSCAPED AREA BEFORE ENTERING ANY PUBLIC STREET OR DRAINAGE SYSTEM.
- SITE ADDRESS: 221 & 225 PALM AVE. IMPERIAL BEACH, CA 91932
- SEWER: CITY OF IMPERIAL BEACH
- WATER: CAL-AM WATER CO.
- GAS & ELECTRIC: SDG&E CO.
- CATV: COX CABLE
- TELEPHONE: AT&T

# OWNER/APPLICANT

I, THE APPLICANT, HEREBY APPROVE THE FILING OF THIS MAP

SECOND PALM AVE LLC.  
5635 RUTGERS RD.  
LA JOLLA CA. 92037  
TEL. (858) 454-6246

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
RICHARD VANDENOORD

# LOT AREA:

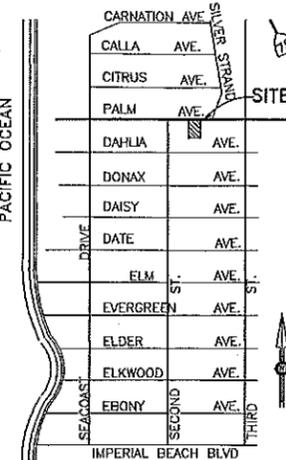
GROSS/NET= 5,252 SQ. FT (LOT 21)  
GROSS/NET= 5,252 SQ. FT (LOT 22)

# SURVEYOR/ENGINEER

SM ENGINEERING  
837 EAST J STREET  
CHULA VISTA, CA 91910  
TELE: (619) 422-7269



ALAN F. SCHULER, RCE 33530 DATE \_\_\_\_\_



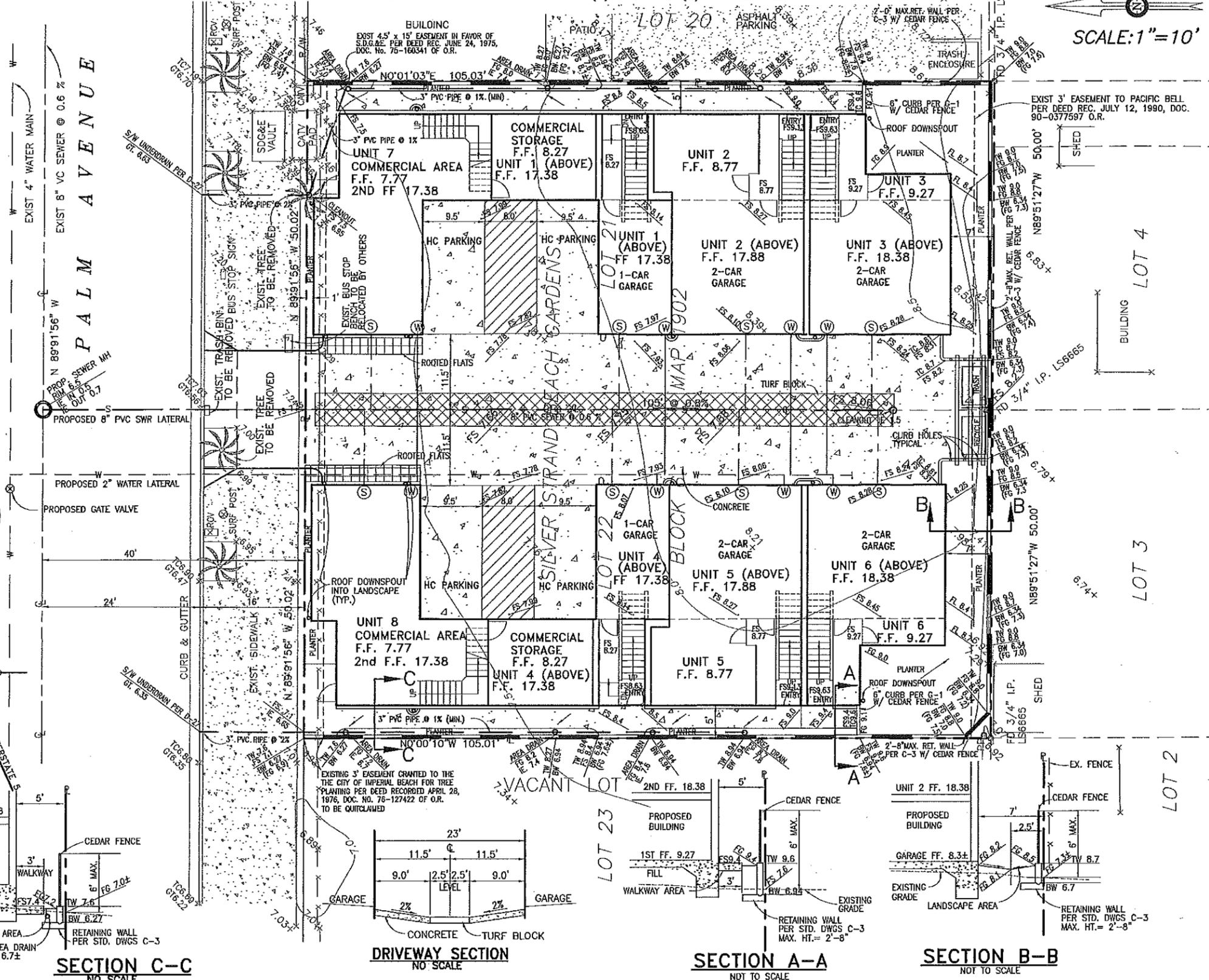
VICINITY MAP  
NOT TO SCALE

# SM ENGINEERING

837 East J Street, Chula Vista, CA. 91910  
Tele. (619)422-7269 FAX (619)946-4995

# TENTATIVE MAP NO. 09-0016

THIS IS A TENTATIVE MAP OF A CONDOMINIUM PROJECT AS DEFINED IN SECTION 1350 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA. THE NUMBER OF DWELLING UNITS IS SIX (6) AND TWO (2) COMMERCIAL UNITS



SECTION C-C  
NO SCALE

DRIVEWAY SECTION  
NO SCALE

SECTION A-A  
NOT TO SCALE

SECTION B-B  
NOT TO SCALE



**NORTH ELEVATION**  
LOT 21



**NORTH ELEVATION**  
LOT 22



**SOUTH ELEVATION**  
LOT 22



**SOUTH ELEVATION**  
LOT 21

REVISION	BY

**JOSH RENNER**  
 Building Designer/Architect  
 5555 DEL MAR CA 92130  
 760.466.0418  
 jrenner@renner.net

**PALM AVE APARTMENTS  
 AND COMMERCIAL  
 MIXED USE**  
 1000 & 1025 PALM AVE  
 IMPERIAL BEACH, CA 91932

DATE	DESCRIPTION

A6.0













STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: NOVEMBER 6, 2013  
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT *EW*  
SUBJECT: CALIFORNIA AMERICAN WATER COMPANY (APPLICANT);  
ADMINISTRATIVE COASTAL PERMIT (ACP 130040),  
CONDITIONAL USE PERMIT (CUP 130041), DESIGN REVIEW  
(DRC 130042), AND SITE PLAN REVIEW (SPR 130043);  
RESOLUTION 2013-7412

**EXECUTIVE SUMMARY:**

Staff is requesting that the City Council review and approve discretionary permits to allow a utility company (California American Water Company) consisting of office, warehouse, and equipment/vehicle storage uses to locate within existing buildings and property in the C-1 (General Commercial) Zone.

**BACKGROUND:**

An application (MF 1125) has been submitted for an Administrative Coastal Permit (ACP 130040), Conditional Use Permit (CUP 130041), Design Review Case (DRC 130042), and Site Plan Review (SPR 130043) to locate the California American Water Company on commercial property and within existing buildings at 1003 and 1025 Palm Avenue (APNs 626-291-01-00 and 626-291-15-00) in the C-1 (General Commercial) Zone.



**ANALYSIS:**

The California American Water Company proposes to relocate its operations from the residentially zoned property at 1019 Cherry Avenue to a commercially zoned site at 1003 and 1025 Palm Avenue. The project site is comprised of two parcels that total 33,600 square feet that front Palm Avenue and 10<sup>th</sup> Street. The parcels are occupied by two attached buildings along the street frontages and a parking lot behind the buildings. The applicant proposes to provide office and warehousing uses within the buildings and vehicle and equipment storage in the parking lot. No additions or significant alterations are proposed for the buildings.

Projects proposing a permitted use in an existing building without any expansion or significant design alterations would typically only need to obtain building permits for tenant improvements before operating. However, while the office component of the project would be considered a permitted use, the vehicle and equipment storage yard and warehouse uses are more closely related to uses that require approval by the City Council of a conditional use permit such as an equipment rental yard. The purpose of the conditional use permit procedure is to authorize a particular use subject to specific conditions and give special consideration to the proper location of such uses in relation to adjacent uses. The properties to the north, east, and west are commercially zoned consisting of vehicle repair yards, retail shops, and commercial offices. The property to the south is also commercially zoned but is occupied by a legal non-conforming residential dwelling unit.

In order to assess the proposed use for potential impacts and compatibility with surrounding uses, staff requested a detailed description of the business operation. The proposed hours of operation for the business are 7:30 AM to 4:00 PM for crew workers and 4:30 PM for office staff. The project proposes multiple company vehicles to locate in the parking lot, including six diesel trucks and various common gas powered vehicles. According to the applicant, the vehicles do not create excessive noise and two of the diesel dump trucks are certified as "clean idle." The diesel trucks need to idle for approximately five minutes, some of which shut off automatically after five minutes. The applicant's policy is not to idle engines any longer than necessary to save fuel and reduce their carbon footprint. The gas powered vehicles do not require a warm-up time and are not turned on until an employee is ready to leave the yard. The applicant has also stated that the vehicles do not cause noticeable vibrations. Large deliveries to the project site occur approximately once a week, though package delivery and armored car services occur daily. Deliveries that require a forklift would take place next to the building away from property to the south.

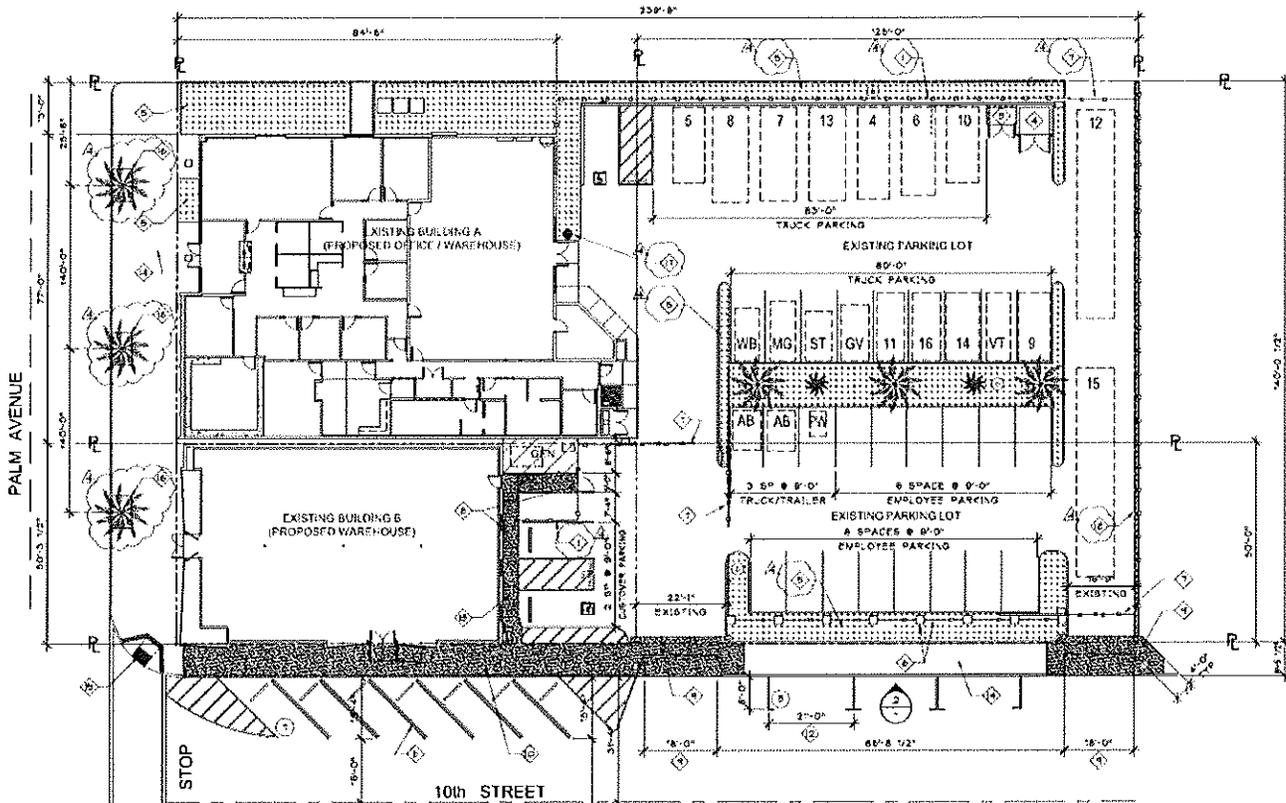
A wrought iron fence would be constructed around the parking lot as a safety and security feature. The fence would be eight feet in height, and would be composed of wrought iron with block base and columns with a river rock finish. The fence would be solid along the south property line to provide sound mitigation and privacy for the residential unit. The fence would also separate customer parking spaces from the parking spaces that would be used for employees, company vehicles, and equipment. Fences are typically limited to six feet in height, though an eight foot fence would not negatively affect adjacent uses since the Municipal Code allows structures forty feet in height to locate in the same locations as fences in the C-1 Zone. Imperial Beach Municipal Code (IBMC) Section 19.82.010 states that a conditional use permit is a discretionary act which authorizes a particular use at a particular location subject to specific conditions, and the proposed eight foot fence would be a specifically allowed condition provided for this project.

Parking access is provided by two existing driveways on 10<sup>th</sup> Street that are located behind the building. The project proposes two parking spaces for customer parking, including one van-accessible disabled stall, fifteen employee parking spaces, and sixteen warehouse/storage spaces that would be used for company vehicles and equipment. The Municipal Code requires one parking space per three-hundred square feet of office net floor area, plus one space per two employees at the largest work shift. The project proposes 212 square feet of commercial office net floor area and 23 employees, requiring a minimum of one customer parking space and twelve employee parking spaces. The project meets the required parking by providing two customer parking spaces, which includes one van-accessible stall, and fifteen employee parking spaces. The project also proposes warehouse space, which requires one space for each 600

square feet of net floor area. The 9,679 square feet of warehouse floor area requires sixteen parking spaces, which is proposed. These parking spaces would be used for company vehicles and equipment storage. Though on-street parking spaces are not counted toward parking requirements on private property, it should be noted that the applicant proposes to improve the 10<sup>th</sup> Street right-of-way adjacent to the west property line. These improvements would include new sidewalks, parking spaces, and landscaping subject to proposed 10<sup>th</sup> Street improvement plans that will be presented to the City Council in the near future for consideration.

Landscaping is provided throughout the project site. The site totals 33,600 square feet, and would typically require 5,040 square feet of landscaping (15%) for new development. However, the site only provides 1,970 square feet of landscaping (6%) due to previous approvals. As such, additional landscaping would not be required because the site already exists and is covered by the building and required parking spaces and walkways. The existing landscaped areas will be replaced with drought tolerant landscaping that will be permanently irrigated and maintained.

The proposed use would provide for stable occupancy of a long-vacant building and reuse of another formerly occupied building which should generate pedestrian traffic and provide workers that may patronize local establishments to generate income for the community. In addition, the applicant would provide an 8 foot solid wall along the south property line that would mitigate noise and provide privacy screening for the legal non-conforming residence to the south. It is staff's opinion that the proposed project is similar in scale with the surrounding commercial uses, takes into consideration the legal non-conforming residence to the south, improves the condition of the property and public right-of-way, and would not have a negative impact on adjacent uses.



**General Plan/Zoning Consistency:** The proposed project is subject to compliance with the zoning requirements per Chapter 19.26 of the City of Imperial Beach Municipal Code, titled "General Commercial (C-1) Zone." The C-1 Zone provides for offices performing services for residents of the City, service establishments consistent with the purposes of General Commercial Zone, and equipment yards subject to a conditional use permit. The building, parking lot, and landscaping already exist and all landscaping will be improved to provide drought tolerant landscaping that will be permanently irrigated and maintained. Though no additions to the buildings are proposed, Site Plan approval by the City Council is required per Section 19.26.020.C and the project has been reviewed for compliance wherever possible.

STANDARDS	PROPOSED
There are no front, side and rear yard setbacks in the C-1 zone (Section 19.26.040)	The building already exists and no expansion is proposed.
Minimum lot size of 3,000 square-feet (Section 19.26.050)	The lots already exist, no alteration to lot size is proposed. IBMC 19.42.030 states that any lot meets the minimum area requirements of the zone where it is located when it existed as a lot for which a deed was of record in the office of the recorder of San Diego County prior to January 1945 and the subject lot was not created as a result of a division of land in violation of any law or ordinance.
Minimum street frontage of 30 feet (Section 19.26.060).	Parcel 626-291-01 provides a frontage of 50 feet on Palm Avenue and 115 feet on 10 <sup>th</sup> Street. Parcel 626-291-15-00 provides a frontage of 90 feet on Palm Avenue.
Maximum building height of four stories or 40 feet (Section 19.26.070)	The building exists and is 17'-8" in height. No additions or height increases are proposed.
Maximum fence height of six feet (Section 19.46.020).	A new wrought iron fence eight feet in height with a block base and columns fence will be constructed around the parking area. An eight foot solid block wall will be constructed along the south property line to mitigate noise and provide privacy for the residence to the south. Fences are typically limited to six feet in height, though an eight foot fence should not negatively affect neighboring properties since the zoning code would allow a structure forty feet in height to locate in the same location as fences. IBMC 19.82.010 states that a conditional use permit is a discretionary act which authorizes a particular use at a particular location subject to specific conditions. The proposed eight foot fence would be a specific condition provided for this project.

<p>Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (Section 19.50.030).</p>	<p>The site totals 33,600 square feet, and would require 5,040 square feet of landscaping (15%). The site provides 1,970 square feet of landscaping (6%). Additional landscaping will not be required because the site already exists and the remaining portion of the site is covered by the building and required parking and walkways. The existing landscaped areas will be replaced with drought tolerant landscaping that will be permanently irrigated and maintained.</p>
<p>Required parking spaces for commercial office: one space for each 300 square feet net floor area, plus one space per two employees (Sections 19.48.050.J)</p>	<p>212 square feet net floor area of commercial office and 23 employees requires a minimum of one customer parking space and twelve employee parking spaces. The project meets the required parking by providing two customer parking spaces, which includes one van-accessible stall, and fifteen employee parking spaces.</p>
<p>Required parking spaces for warehouses: one space for each 600 square feet of net floor area (Section 19.48.050.L).</p>	<p>9,679 square feet of warehouse floor area requires sixteen parking spaces. The project meets the required parking by providing sixteen parking spaces for company vehicles and equipment storage.</p>

**Design Review:** Development requiring site plan review or conditional use permit by the planning commission typically requires review by the Design Review Board. However, the Community Development Department waived the requirement of design review as allowed by IBMC Section 19.83.030 since the project primarily proposes interior improvements with no additions or significant alterations to the building.

Though significant alterations to the buildings are not proposed, the applicant does propose the following improvements:

- Paint buildings with light blue color and dark blue trim.
- New plaster finishes around existing windows.
- Display cases in the Palm Avenue storefront of the western building. The displays will relate to the public and provide information and products pertaining to water conservation.
- Channel letter signage on the north and east elevations to replace existing box signs.
- New palm trees in the Palm Avenue right-of-way.
- New 8' wrought iron fence with block base and columns. The block will be finished with river rock.
- Replace existing landscaping with drought tolerant landscaping.
- Improvements in the 10<sup>th</sup> Street right-of-way. The City Council will soon be reviewing proposed designs for 10<sup>th</sup> Street improvements, which would include sidewalks, parking, and landscaping. The applicant proposes to provide improvements along 10<sup>th</sup> Street adjacent to the west property line.
- Additional façade improvements during the applicant's next fiscal year cycle. These improvements would increase the aesthetic of the building to further enhance the Palm Avenue design review corridor.

It is staff's opinion that the improvements should contribute positively to Palm Avenue and 10<sup>th</sup> Street.

**Surrounding Land Use and Zoning**

Surrounding Areas	Surrounding Zoning	Surrounding Land Use
North	C-1 (General Commercial)	Commercial
South	C-1 (General Commercial)	Residential
East	C-1 (General Commercial)	Commercial
West	C-1 (General Commercial)	Commercial

**ENVIRONMENTAL DETERMINATION:**

This project may be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 as a Class 1 project (Existing Facilities).

**COASTAL JURISDICTION:**

The project is located in the Non-Appealable area of the California Coastal Commission, as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map, and, as such, is not appealable to the California Coastal Commission under Section 30603(a) of the California Public Resources Code.

**FISCAL IMPACT:**

The applicant has deposited approximately \$3,500.00 in Project Account Number 130040 to fund the processing of this application.

**RECOMMENDATION:**

1. Declare the public hearing open;
2. Receive report and entertain public testimony;
3. Close the public hearing; and
4. That the City Council adopt Resolution No. 2013-7412, approving Administrative Coastal Permit (ACP 130040), Conditional Use Permit (CUP 130041), Design Review (DRC 130042), and Site Plan Review (SPR 130043), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

Attachments:

1. Resolution No. 2013-7412
2. Plans
3. Color Rendering

RESOLUTION NO. 2013-7412

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING ADMINISTRATIVE COASTAL PERMIT (ACP 130040), CONDITIONAL USE PERMIT (CUP 130041), DESIGN REVIEW CASE (DRC 130042), AND SITE PLAN REVIEW (SPR 130043) TO LOCATE THE CALIFORNIA AMERICAN WATER COMPANY WITHIN EXISTING COMMERCIAL BUILDINGS AT 1003 AND 1025 PALM AVENUE (APN 626-291-01-00 AND 626-291-15-00), AND PROVIDE RIGHT-OF-WAY IMPROVEMENTS IN THE C-1 (GENERAL COMMERCIAL) ZONE. MF 1125.**

**WHEREAS**, on November 6, 2013, the City Council of the City of Imperial Beach held a duly advertised and noticed public hearing to consider the merits of approving or denying an application for an Administrative Coastal Permit (ACP 130040), Conditional Use Permit (CUP 130041), Design Review Case (DRC 130042), and Site Plan Review (SPR 130043) to locate the California American Water Company within existing commercial buildings at 1003 and 1025 Palm Avenue (APN 626-291-01-00 and 626-291-15-00), and provide right-of-way improvements. The property is designated C-1 (General Commercial) on the Zoning Map on a site legally described as follows:

APN 626-291-01-00:

The westerly 50 feet of the south 15 feet of Lot 2, and the westerly 50 feet of Lots 3 to 6, inclusive, Block 109 of South San Diego Company's addition to South San Diego, according to Map thereof No. 497 filed in the office of the County Recorder of San Diego County on October 4, 1887.

APN 626-291-15-00:

Parcel A: Lots 2 to 11, inclusive, in Block 109, of the South San Diego Company's Addition to South San Diego, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 497, filed in the Office of the County Recorder of San Diego County, October 4, 1887.

Except therefrom the westerly 50 feet of Lots 1 to 6 inclusive.

Also excepting the northerly 10.00 feet of Lot 2.

Also excepting therefrom all buildings and improvements now and hereafter situated thereon, which buildings and improvements are and shall remain real property.

Parcel A1: All buildings and improvements now and hereafter situated on Lots 2 to 11, inclusive, in Block 109, of the South San Diego Company's Addition to South San Diego, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 497, filed in the Office of the County Recorder of San Diego County, October 4, 1887, which buildings and improvements are and shall remain real property.

Excepting therefrom the westerly 50 feet of Lots 1 to 6 inclusive.

Also excepting the northerly 10.00 feet of Lot 2; and,

**WHEREAS**, the project locating a utility company with office, warehouse, and equipment storage uses is compatible in use with other developments in the vicinity which consist of vehicle repair yards, retail shops, and commercial offices, and is consistent with Policy D-8 of the Design Element of the General Plan; and

**WHEREAS**, the City Council finds that the project is in substantial compliance with Policy L-4d of the Land Use Element of the General Plan, which promotes Highway 75 Commercial (C-1 General Commercial Zone) for commercial area requiring substantial improvement, and retaining a mix of pedestrian and automobile oriented uses; and

**WHEREAS**, the City Council finds that the project is consistent with the C-1 (General Commercial) Zone of the Zoning Ordinance, to provide areas for businesses to meet the local demand for commercial goods and services; and

**WHEREAS**, pursuant to the requirements of the California Environmental Quality Act (CEQA), it was determined that the project is categorically exempt from the requirements of the CEQA as a Class 1 project pursuant to CEQA Guidelines Section 15301 (Existing Facilities); and

**WHEREAS**, the City Council considered the information contained in the staff report on this case and public testimony received on this case; and

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

**ADMINISTRATIVE COASTAL PERMIT:**

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

The General Plan/Local Coastal Plan designates the site as General Commercial (C-1 Zone), providing for offices performing services for residents of the City, service establishments consistent with the purposes of General Commercial Zone, and equipment yards subject to a Conditional Use Permit. The proposed use provides office, warehouse, and equipment/vehicle storage uses, and would be consistent with the local coastal plan with approval of a Conditional Use Permit. The project site is located in a non-appealable coastal zone and complies with the land use designation of the General Plan/Local Coastal Plan. The project does not propose to obstruct access the beach or obstruct coastal views.

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

The project complies with the setback requirements, landscaping requirements and building height limitation specified in the Zoning Ordinance. The building and landscaped areas already exist, and no additions to the building are proposed and no amount of existing landscaping would be reduced.

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

This project is categorically exempted from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article 19 Section 15301 (Existing Facilities). The City has prepared a Categorical Exemption per the CEQA requirements for this project and the Notice of Exemption will be filed with the County Clerk in compliance with CEQA.

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

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on October 24, 2013, and a public hearing notice was published in the South County Eagle & Times newspaper on October 24, 2013.

**CONDITIONAL USE PERMIT:**

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

The C-1 (General Commercial) Zone providing for offices performing services for residents of the City, service establishments consistent with the purposes of General Commercial Zone, and equipment yards subject to a Conditional Use Permit. The proposed use provides office, warehouse, and equipment/vehicle storage uses, and would be consistent with the local coastal plan with approval of a Conditional Use Permit. Also, the use would provide for stable occupancy of a vacant building. The business should generate pedestrian traffic and the workers may patronize local restaurants and retail establishments to generate taxes for the City. The use is necessary and desirable as it will provide a service establishment that would generate income for the community.

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

The proposed office, warehouse, and equipment/vehicle storage use in the C-1 (General Commercial) Zone will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity because specific conditions have been set forth by the Community Development Department, Public Works Department and Building Department to mitigate public safety and welfare concerns such a development project may raise in the Conditions of Approval.

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

The proposed use will comply with the regulations and conditions specified in the title for such use and for other permitted uses in C-1 (General Commercial) Zone because the conceptual plans for the discretionary entitlements have been reviewed for compliance with zoning regulations.

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

The granting of the Conditional Use Permit the proposed use will be in harmony with the purpose and intent of the zoning code, General Plan, and Local Coastal Program because the C-1 (General Commercial) Zone provides for offices performing services for residents of the City, service establishments consistent with the purposes of General Commercial Zone, and equipment yards subject to a Conditional Use Permit. In addition, the project would be considered a substantial improvement to the area, which serves Land Use Element Policy L-4d of the adopted General Plan and Local Coastal Program.

**DESIGN REVIEW/SITE PLAN REVIEW:**

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

The proposed office, warehouse, and equipment/vehicle storage use in the C-1 (General Commercial) Zone will not be detrimental to the health, safety or convenience of persons residing or working in the neighborhood, or detrimental or injurious to the property and improvements in the neighborhood because the project proposes stable occupancy and improvements to the project site and public right-of-way. Specific conditions have been set forth by the Community Development Department, Public Works Department and Building Department to mitigate public safety and welfare concerns such a development project may raise in the Conditions of Approval.

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

The proposed use will not adversely affect the General Plan or Local Coastal Plan because the C-1 (General Commercial) Zone provides for offices performing services for residents of the City, service establishments consistent with the purposes of General Commercial Zone, and equipment yards subject to a Conditional Use Permit. In addition, the project would be considered a substantial improvement to the area, which serves Land Use Element Policy L-4d of the adopted General Plan and Local Coastal Program.

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

The proposed office, warehouse, and equipment storage use is compatible in use with established uses in the neighborhood which consist of vehicle repair yards, retail shops, and commercial offices. The subject site is in the C-1 (General Commercial) Zone, which provides uses similar in character and scale.

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

The use will locate in an existing building that fronts Palm Avenue and 10<sup>th</sup> Street. The surrounding uses consist of vehicle repair yards, retail shops, and commercial offices. A block wall will be provided to mitigate noise and provide privacy and separation to a residential structure located on the adjacent parcel to the south. No expansion to the existing building is proposed, though façade and right-of-way improvements will be provided. The project also includes replacing existing landscaping with drought tolerant landscaping that would be permanently irrigated and maintained.

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

The office, warehouse, and equipment storage uses are properly integrated so that the customer-oriented uses are provided on Palm Avenue and the warehouse and equipment/vehicle storage area is located in the rear parking area. The design style and the choice of building materials properly integrate the building with surrounding uses.

**14. Access to and parking for the proposed use does not create any undue traffic problem.**

Parking access is provided on 10<sup>th</sup> Street and is located behind the building. Parking for the customers will be separated from that of employees, company vehicles, and equipment. The project proposes two parking spaces for customer parking, including one van-accessible disabled stall, fifteen employee parking spaces, and sixteen warehouse/storage spaces that would be used for company vehicles and equipment.

The parking design will not create any undue traffic problems as the required amount of parking is provided and vehicles will not need to back into traffic on the street.

**15. All other applicable provisions of the Zoning Code are complied with.**

The project is subject to compliance with the zoning requirements per Chapter 19.26 of the City of Imperial Beach Municipal Code, titled "General Commercial (C-1) Zone." The C-1 Zone provides for offices performing services for residents of the City, service establishments consistent with the purposes of General Commercial Zone, and equipment yards subject to a Conditional Use Permit. The building, parking lot, and landscaping already exist and all landscaping will be improved to provide drought tolerant landscaping that will be permanently irrigated and maintained. Site Plan approval by the City Council is required per Section 19.26.020.C.

Standards	Proposed
There are no front, side and rear yard setbacks in the C-1 zone (Section 19.26.040)	The building already exists and no expansion is proposed.
Minimum lot size of 3,000 square-feet (Section 19.26.050)	The lots already exist, no alteration to lot size is proposed. IBMC 19.42.030 states that any lot meets the minimum area requirements of the zone where it is located when it existed as a lot for which a deed was of record in the office of the recorder of San Diego County prior to January 1945 and the subject lot was not created as a result of a division of land in violation of any law or ordinance.
Minimum street frontage of 30 feet (Section 19.26.060).	Parcel 626-291-01 provides a frontage of 50 feet on Palm Avenue and 115 feet on 10 <sup>th</sup> Street. Parcel 626-291-15-00 provides a frontage of 90 feet on Palm Avenue.
Maximum building height of four stories or 40 feet (Section 19.26.070)	The building exists and is 17'-8" in height. No additions or height increases are proposed.
Maximum fence height of six feet (Section 19.46.020).	A new wrought iron fence eight feet in height with a block base and columns fence will be constructed around the parking area. An eight foot solid block wall will be constructed along the south property line to mitigate noise and provide privacy for the residence to the south. Fences are typically limited to six feet in height, though an eight foot fence should not negatively affect neighboring properties since the zoning code would allow a structure forty feet in height to locate in the same location as fences. IBMC 19.82.010 states that a conditional use permit is a discretionary act which authorizes a particular use at a particular location subject to specific conditions. The proposed eight

	foot fence is a specific condition provided for this project.
Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (Section 19.50.030).	The site totals 33,600 square feet, and would require 5,040 square feet of landscaping (15%). The site provides 1,970 square feet of landscaping (6%). Additional landscaping will not be required because the site already exists and the remaining portion of the site is covered by the building and required parking and walkways. The existing landscaped areas will be replaced with drought tolerant landscaping that will be permanently irrigated and maintained.
Required parking spaces for commercial office: one space for each 300 square feet net floor area, plus one space per two employees (Sections 19.48.050.J)	212 square feet net floor area of commercial office and 23 employees requires a minimum of one customer parking space and twelve employee parking spaces. The project meets the required parking by providing two customer parking spaces, which includes one van-accessible stall, and fifteen employee parking spaces.
Required parking spaces for warehouses: one space for each 600 square feet of net floor area (Section 19.48.050.L).	9,679 square feet of warehouse floor area requires sixteen parking spaces. The project meets the required parking by providing sixteen parking spaces for company vehicles and equipment storage.

**16. Any other considerations as the Community Development Department deem necessary to preserve the health, safety and convenience of the City in general.**

Standard and applicable conditions of approval have been included with the Resolution to further ensure that the health, safety, welfare, and convenience of the City in general is preserved.

**17. Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, have been satisfied.**

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on October 24, 2013, and a public hearing notice was published in the South County Eagle & Times newspaper on October 24, 2013.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach that the above-listed findings and recitals are true and correct and are incorporated by reference; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Imperial Beach that Administrative Coastal Permit (ACP 130040), Conditional Use Permit (CUP 130041), Design Review Case (DRC 130042), and Site Plan Review (SPR 130043) to locate the California American Water Company within existing commercial buildings at 1003 and 1025 Palm Avenue

(APNs 626-291-01-00 and 626-291-15-00), and provide right-of-way improvements in the C-1 (General Commercial) Zone, are hereby approved subject to the following:

**CONDITIONS OF APPROVAL:**

**A. PLANNING:**

1. The site shall be developed in substantial compliance with the plans dated October 30, 2013, on file at the Community Development Department, or as otherwise amended and approved, and the conditions contained herein.
2. Owner(s) shall sign a Reciprocal Easement Agreement that will provide for pedestrian and vehicular access to all common and parking areas. This legal agreement shall be recorded with the County Recorder and is subject to prior approval by the City.
3. Applicant shall provide additional façade enhancements, subject to City approval, within one year from the date of approval.
4. Applicant shall provide a minimum of three palm trees in the Palm Avenue right-of-way, subject to approval by a Caltrans encroachment permit, within one year from the date of approval.
5. An eight foot fence is allowed as a condition of approval for the project (ref. Imperial Beach Municipal Code Section 19.82.010).
6. Approval of the Administrative Coastal Permit (ACP 130040), Conditional Use Permit (CUP 130041), Design Review Case (DRC 130042), and Site Plan Review (SPR 130043) is valid for one year from the date of final action by the City Council to expire November 6, 2014, unless vested with substantial construction pursuant to an approved building permit.
7. All building permits required for the project must be obtained from the Imperial Beach Building Department.
8. Signage shall comply with Section 19.52.080 of the Imperial Beach Municipal Code (IBMC), and shall provide channel lettering as depicted on the approved plans.
9. All landscaped areas should be drought tolerant and shall be permanently irrigated and maintained in a healthy condition, free from weeds, trash, and debris.
10. Parking lot shall be permanently maintained in a clean manner, free from weeds, trash, and debris.
11. The applicant or applicant's representative shall read, understand, and accept the conditions listed herein and shall, within 30 days, return a signed statement to the Community Development Department accepting said conditions.
12. The applicant shall pay off any deficits in his project account (130040) prior to building permit issuance and prior to final inspection.

**B. BUILDING:**

13. This project is subject to all Model Codes, State Codes and City Ordinances adopted by the City of Imperial Beach.

**C. PUBLIC WORKS:**

14. Ensure that the hot water tank P.T. discharge pipe is piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order R9-2013-0001.
15. Sewer lateral location(s) should be drawn on the plans and submitted to the City for review and approval.
16. New curb, gutter, driveway approach and sidewalk shall be installed along 10th Street consistent with the 10th Street concept plans to be developed by the City and submitted to the applicant for construction.
17. Reconstruct curb ramp on northeast corner of property to comply with San Diego Regional Standard Drawing G-31 (Curb ramp type-D). The curb ramp is in the CALTRANS right of way, thus applicant will need a CALTRANS encroachment permit to perform the construction.
18. For alley, sidewalk or curb & gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 in that, the "Area to be removed [must be] 5' or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5-feet. Where the distance from "Area to be removed", to existing joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge or score mark.
19. If it is necessary to cut into the alley pavement as part of this project, all concrete cuts in the alley must be replaced with #4 rebar dowels positioned every 1 foot on center. Concrete specification must be 560-C-3250. Concrete cuts must also comply with item 5 above and cuts parallel to the alley drainage must be at least 1-foot from the alley drain line.
20. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or CALTRANS Traffic Control Manual.
21. For any project that proposes work within the public right-of-way (i.e., driveway removal/construction, sidewalk removal/construction, street or alley demolition/reconstruction, landscaping and irrigation, fences, walls within the public right-of-way, etc.), a Temporary Encroachment Permit (TEP) shall be applied for and approved either prior to or concurrent with issuance of the building permit required for the project. Application for a Temporary Encroachment Permit shall be made on forms available at the Community Development Department Counter
22. All street work construction requires a Class A contractor to perform the work. All pavement transitions shall be free of tripping hazards.
23. The proposed parking stalls shall be striped along 10th Street consistent with the 10th Street concept plans to be developed by the City and submitted to the applicant for construction.
24. Parking stall striping (including any cross-hatching for buffer zones) shall be THERMOPLASTIC.

25. Ensure the trash/refuse and recycling enclosures are in compliance with IBMC 19.74.090. Trash and recycling enclosures are to be enclosed by a six-foot high masonry wall and gate. The minimum size refuse enclosure shall be 6' by 9' and the minimum recycling enclosure shall be 4' by 8'. Applicant to verify that the enclosure meets the minimum requirements of the I.B.M.C. and that there is sufficient disposal service to both remove waste and recycled material generation. If the existing enclosure is found to not be sufficient, the enclosure must be enlarged or supplemented with a second enclosure..
26. Any disposal/transportation of solid waste / construction waste in roll off containers must be contracted through the City's waste management provider unless the hauling capability exists integral to the prime contractor performing the work.
27. Existing parcel impervious surfaces shall not increase beyond the current impervious services as a post-conversion condition in order to maximize the water runoff infiltration area on the parcel in compliance with Municipal Storm Water Permit – Order R9-2013-01.
28. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
29. Require applicant to provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and / or Conditional Use Permit. Agreement is provided through the Community Development Department
30. Property owner must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant BMP practices shall include but are not limited to:
  - Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.
  - All recyclable construction waste must be properly recycled and not disposed in the landfill.
  - Water used on site must be prevented from entering the storm drain conveyance system (i.e. streets, gutters, alley, storm drain ditches, storm drain pipes).
  - All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
  - Erosion control - All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system.

**D. PUBLIC SAFETY**

31. Project shall be in compliance with the California Fire Code in effect at time of permit issuance and the most current National Fire Protection Association Standards.

**Appeal Process under the California Code of Civil Procedure (CCP):** The time within which judicial review of a City Council decision must be sought is governed by Section 1094.6 of the CCP. A right to appeal a City Council decision is governed by CCP Section 1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

**PROTEST PROVISION:** The 90-day period in which any party may file a protest, pursuant to Government Code Section 66020, of the fees, dedications or exactions imposed on this development project begins on the date of the final decision.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 6<sup>th</sup> day of November 2013, by the following vote:

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

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

**ATTEST:**

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

# CALIFORNIA AMERICAN WATER

## IMPERIAL BEACH

### CONDITIONAL USE PERMIT

ATTACHMENT 2

SEEKING A CONDITIONAL USE PERMIT TO ALLOW TRUCK AND EQUIPMENT STORAGE IN THE EXISTING PARKING LOT

### VARIANCE

SEEKING A VARIANCE TO ALLOW AN 8'-0" HIGH SECURITY FENCE AT THE PERIMETER OF THE PARKING AREA

### CONTACTS

<b>ARCHITECT:</b> BAKER ARCHITECTURE 4080 CENTRE ST, SUITE 203 SAN DIEGO, CA 92103  KATHERINE BAKER RONNIE ROLLMAN PHONE: (619) 281-5937 FAX: (619) 288-4219	<b>LANDLORD:</b> ATOMIC INVESTMENTS, INC. 8200 B4-2 HIGHLAND AVE NATIONAL CITY, CA 91950  PHILIP TEYSSIER PHONE: (619) 230-4028
<b>GENERAL CONTRACTOR:</b> JD KING CONSTRUCTION 418 DAISY AVE. IMPERIAL BEACH, CA 91932  JIM KING PHONE: (619) 345-5700	<b>TENANT:</b> CALIFORNIA AMERICAN WATER 8657 GRAND AVENUE ROSEMEAD, CA 91770  GARRY HOFER PHONE: (626) 614-2510

### DRAWING INDEX

- C1 PROJECT DATA, CONTACTS, AERIAL MAP
- C2 PROPOSED SITE PLAN, NOTES AND DETAILS
- C3 PROPOSED FLOOR PLAN
- C4 EXTERIOR ELEVATIONS
- LB PROPOSED PLANTING PLAN

### PROJECT DATA

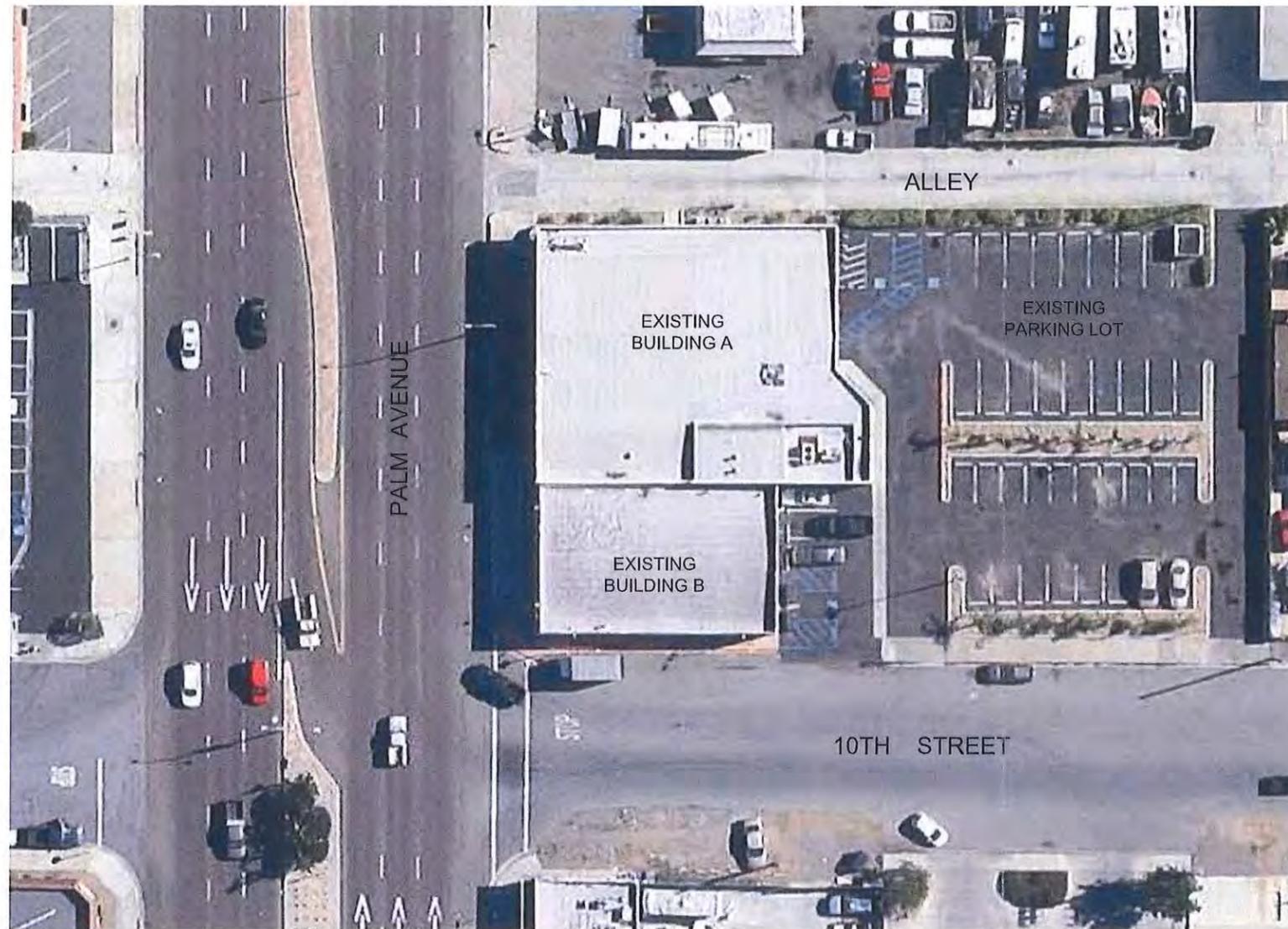
**EXISTING BUILDING DATA:**

CONSTRUCTION TYPE:	TYPE V-B, UN-SPRINKLERED
EXISTING STORIES:	SINGLE STORY BUILDING
ASSESSORS PARCEL NUMBERS:	626-291-0100 / 626-291-1500
ZONE:	-
NUMBER OF STORIES:	1
PROPOSED OCCUPANCIES:	B OFFICE S-1 STORAGE
NUMBER OF EMPLOYEES:	23
LOT SIZE, BUILDING A:	27,838 SF
LOT SIZE, BUILDING B:	5,737 SF
LANDSCAPE AREA (EXISTING):	4,303 SF - 13% COVERAGE
BUILDING A AREA:	7,404 SF
BUILDING A OCC CALC:	LOBBY 212 SF / 100 = 2 OFFICE 2,866 SF / 100 = 28 CONFERENCE RM 708 SF / 15 = 47 WAREHOUSE 2,194 SF / 500 = 4
BUILDING B AREA:	3,744 SF
BUILDING B OCC CALC:	WAREHOUSE 3,744 SF / 500 = 8 1 EXIT REQUIRED, 1 EXIT PROVIDED
EXISTING PARKING:	41 SPACES
REQUIRED OFF-STREET PARKING:	NET OFFICE 212 SF / 300 SF = 1 WAREHOUSE 1,619 SF / 600 SF = 16 EMPLOYEE 23 EMPLOYEES/2 = 12 TOTAL REQUIRED PARKING 29
PROPOSED OFF-STREET EMPLOYEE PARKING:	15 SP
PROPOSED OFF-STREET CUSTOMER PARKING:	2 SP
PROPOSED OFF-STREET TRUCK PARKING:	16 SP
PROPOSED STREET PARKING:	10 SP
TOTAL PARKING:	43 SP

**PROJECT DESCRIPTION:**  
NEW TENANT IMPROVEMENT IN AN EXISTING BUILDING. PROJECT CONSISTS OF NEW WALLS, NEW CEILING GRID, TILES AND LIGHTING. NEW PLUMBING, NEW ELECTRICAL. MINOR STRUCTURAL, NEW MECHANICAL & DUCTWORK

**PROJECT ADDRESS:**  
1025 PALM AVENUE  
IMPERIAL BEACH, CA 91932

**APPLICABLE CODES:**  
THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES AS AMENDED & ADOPTED IN THE CITY OF IMPERIAL BEACH BUILDING & SAFETY CODE:  
THE 2010 EDITION OF THE CALIFORNIA BUILDING CODE (CBC)  
THE 2010 EDITION OF THE CALIFORNIA ELECTRICAL CODE (CEC)  
THE 2010 EDITION OF THE CALIFORNIA MECHANICAL CODE (CMC)  
THE 2010 EDITION OF THE CALIFORNIA PLUMBING CODE (CPC)  
THE 2008 EDITION OF THE CALIFORNIA FIRE CODE (CFC)  
THE 2010 EDITION OF THE CALIFORNIA ENERGY EFFICIENCY STANDARDS



1 AERIAL VIEW SITE PLAN  
1"=20'-0"



BAKER ARCHITECTURE  
4080 CENTRE ST., #203  
SAN DIEGO, CA 92103  
(619) 281-5937

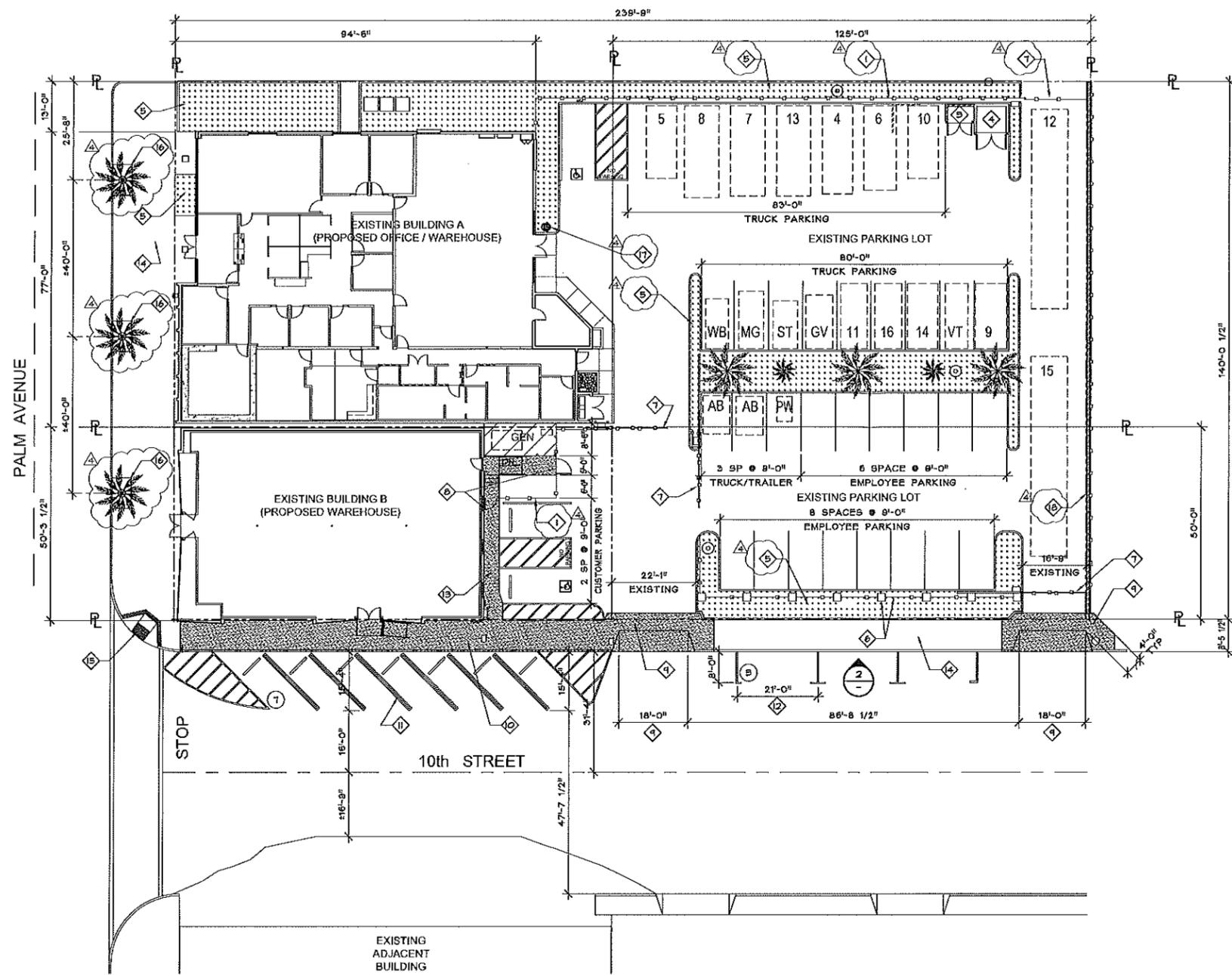
- REVISIONS:**
- 8/23/2013 CUP REVISIONS
  - 10/11/2013 CUP REVISION
  - 10/24/2013 CUP REVISION

PROJECT #201390

CALIFORNIA AMERICAN WATER  
1025 PALM AVENUE  
IMPERIAL BEACH, CA 91932

DATE: 8/1/2013

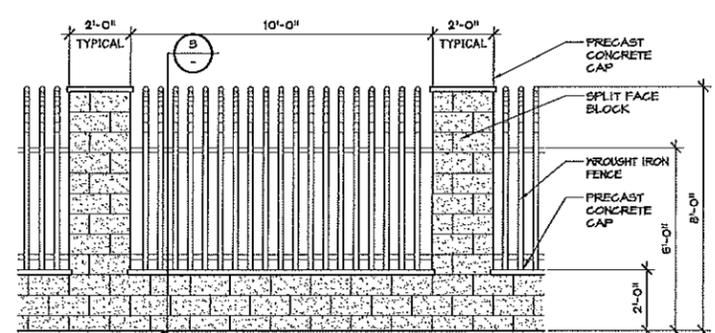
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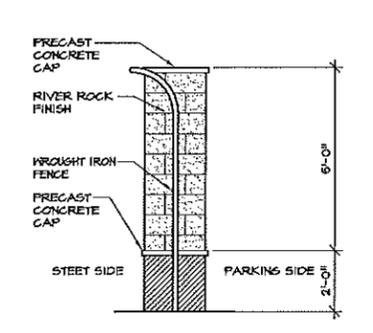
VEHICLE INFORMATION		
TAG:	TYPE:	SIZE:
4	FORD F450 CREW TRUCK	8'-0" x 23'-0"
5	CHEVY SILVERADO	8'-0" x 19'-0"
6	FORD 7650 2-TON DUMP TRUCK	8'-6" x 22'-0"
7	DOODGE RAM 5500 CREW TRUCK	8'-0" x 23'-6"
8	FORD F550 CREW TRUCK	8'-0" x 24'-0"
9	CHEVY COLORADO	8'-0" x 17'-0"
10	CHEVY SILVERADO	8'-0" x 19'-0"
11	FORD RANGER	7'-0" x 17'-0"
12	5-TON DUMP TRUCK & BACKHOE TRAILER (BACKHOE STORED ON TRAILER WHILE PARKED IN YARD)	8'-6" x 52'-0"
13	FORD F550 CREW TRUCK	8'-0" x 23'-6"
14	CHEVY COLORADO	8'-0" x 17'-0"
15	5-TON DUMP TRUCK W/ BACKHOE TRAILER (BACKHOE STORED ON TRAILER WHILE PARKED IN YARD)	8'-6" x 52'-0"
ST	SAWCUT TRAILER	6'-6" x 12'-6"
PW	PORTABLE WELDER	4'-0" x 6'-6"
GV	GATE VALVE TRAILER	7'-0" x 14'-0"
VT	VACTOR TRAILER	6'-0" x 17'-0"
AB	ARROW BOARDS	7'-0" x 10'-0"
MG	MOBILE GENERATOR	6'-5" x 15'-0"
WB	WATER BUFFALO	6'-0" x 13'-0"

- FLOOR PLAN KEYED NOTES:**
- 1 PROPOSED 6'-0" HIGH WROUGHT IRON FENCE
  - 2 NOT USED
  - 3 PROPOSED 4XB' CONCRETE BLOCK RECYCLE ENCLOSURE TO MATCH EXISTING
  - 4 EXISTING 1'-6"X1'-0" CONCRETE BLOCK TRASH ENCLOSURE AND STEEL GATES
  - 5 PROPOSED LANDSCAPING AND IRRIGATION
  - 6 PROPOSED 6'-0" HIGH WROUGHT IRON & SPLIT FACE CONCRETE BLOCK FENCE
  - 7 PROPOSED 6'-0" HIGH WROUGHT ROLLING SECURITY GATE
  - 8 PROPOSED 6'-0" HIGH WROUGHT IRON MAN GATE
  - 9 PROPOSED DRIVEWAY EXPANSION (UPDATE TO ADA STANDARDS)
  - 10 PROPOSED CONCRETE SIDEWALK, CURB AND GUTTER
  - 11 PROPOSED DIAGONAL STREET PARKING (9'-0" x 20'-0") CONSISTENT WITH THE 10TH STREET CITY CONCEPT PLANS
  - 12 PROPOSED PARALLEL STREET PARKING (8'-0" x 21'-0") CONSISTENT WITH THE 10TH STREET CITY CONCEPT PLANS
  - 13 PROPOSED CONCRETE SIDEWALK FLUSH WITH EXISTING ASPHALT
  - 14 EXISTING CONCRETE SIDEWALK
  - 15 EXISTING HO CURB RAMP
  - 16 PROPOSED STREET PALM PER CITY STANDARDS IN 5XB' PLANTER (TYPICAL OF 3)
  - 17 PROPOSED GRAY WATER UNDERGROUND TANK AND PUMP SYSTEM
  - 18 PROPOSED 8'-0" HIGH CHU MALL

1 PROPOSED SITE PLAN  
1/16"=1'-0"



2 PARTIAL WROUGHT IRON FENCE ELEVATION  
3/8"=1'-0"



3 PARTIAL WROUGHT IRON SECTION PROFILE  
3/8"=1'-0"

- PUBLIC WORKS NOTES:**
- FOR ALLEY, SIDEWALK OR CURB & GUTTER REPLACEMENT ENSURE COMPLIANCE WITH SAN DIEGO REGIONAL STANDARD DRAWING 6-1) IN THAT, THE "AREA TO BE REMOVED MUST BE 5' OR FROM JOINT TO JOINT IN PANEL, WHICHEVER IS LESS". THE DISTANCE FROM "AREA TO BE REMOVED" TO EXISTING JOINT, EDGE OR SCORE MARK IS LESS THAN THE MINIMUM SHOWN, "AREA TO BE REMOVED" SHALL BE EXTENDED TO THAT JOINT, EDGE OR SCORE MARK.
  - IF IT IS NECESSARY TO CUT INTO THE ALLEY PAVEMENT AS PART OF THIS PROJECT, ALL CONCRETE CUTS IN THE ALLEY MUST BE REPLACED WITH #4 REBAR DOMELS POSITIONED EVERY 1 FOOT ON CENTER. CONCRETE SPECIFICATION MUST BE 3600-C-3250. CONCRETE CUTS MUST ALSO COMPLY WITH ITEM 5 ABOVE AND CUTS PARALLEL TO THE ALLEY DRAINAGE MUST BE AT LEAST 1-FOOT FROM THE ALLEY DRAIN LINE.
  - FOR ANY WORK TO BE PERFORMED IN THE STREET OR ALLEY, SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY PUBLIC WORKS DIRECTOR A MINIMUM OF 5 WORKING DAYS IN ADVANCE OF STREET WORK. TRAFFIC CONTROL PLAN IS TO BE PER REGIONAL STANDARD DRAWINGS OR CALTRANS TRAFFIC CONTROL MANUAL.
  - FOR ANY PROJECT THAT PROPOSES WORK WITHIN THE PUBLIC RIGHT-OF-WAY (i.e., DRIVEWAY REMOVAL/RECONSTRUCTION, SIDEWALK REMOVAL/CONSTRUCTION, STREET OR ALLEY DEMOLITION/RECONSTRUCTION, LANDSCAPING AND IRRIGATION, FENCES, MALLS WITHIN THE PUBLIC RIGHT-OF-WAY, ETC.), A TEMPORARY ENCROACHMENT PERMIT (TEP) SHALL BE APPLIED FOR AND APPROVED EITHER PRIOR TO OR CONCURRENT WITH ISSUANCE OF THE BUILDING PERMIT REQUIRED FOR THE PROJECT. APPLICATION FOR A TEMPORARY ENCROACHMENT PERMIT SHALL BE MADE ON FORMS AVAILABLE AT THE COMMUNITY DEVELOPMENT DEPARTMENT CENTER.
  - ALL STREET WORK CONSTRUCTION REQUIRED A CLASS A CONTRACTOR TO PERFORM THE WORK. ALL PAVEMENT TRANSITIONS SHALL BE FREE OF TRIPPING HAZARDS.
  - PARKING STALL STRIPING (INCLUDING ANY CROSS-HATCHING FOR BUFFER ZONES) SHALL BE THERMOPLASTIC.
  - IN ACCORDANCE WITH SBMC 1232120 APPLICANT MUST PLACE AND MAINTAIN MARKING LIGHTS AND BARRIERS AT EACH END OF THE WORK, AND AT NO MORE THAN 50 FEET APART ALONG THE SIDE THEREOF FROM SUNSET OF EACH DAY UNTIL SUNRISE OF THE FOLLOWING DAY, UNTIL THE WORK IS ENTIRELY COMPLETED. BARRIERS SHALL BE PLACED AND MAINTAINED NOT LESS THAN THREE FEET HIGH.

- BMP NOTES:**
- REQUIRE APPLICANT TO PROVIDE VERIFICATION OF POST CONSTRUCTION BEST MANAGEMENT PRACTICE (BMP) MAINTENANCE PROVISIONS THROUGH A LEGAL AGREEMENT, COVENANT, CEQA MITIGATION REQUIREMENT, AND / OR CONDITIONAL USE PERMIT. AGREEMENT IS PROVIDED THROUGH THE COMMUNITY DEVELOPMENT DEPARTMENT.
  - ADVISE THE PROPERTY OWNER THAT HE/SHE MUST INSTITUTE "BEST MANAGEMENT PRACTICES" TO PREVENT CONTAMINATION OF STORM DRAINS, GROUND WATER AND RECEIVING MATERS DURING BOTH CONSTRUCTION AND POST CONSTRUCTION. THE PROPERTY OWNER OR APPLICANT BMP PRACTICES SHALL INCLUDE BUT ARE NOT LIMITED TO:
    - CONTAIN ALL CONSTRUCTION WATER USED IN CONJUNCTION WITH THE CONSTRUCTION. CONTAINED CONSTRUCTION WATER IS TO BE PROPERLY DISPOSED IN ACCORDANCE WITH FEDERAL, STATE, AND CITY STATUTES, REGULATIONS AND ORDINANCES.
    - ALL RECYCLABLE CONSTRUCTION WASTE MUST BE PROPERLY RECYCLED AND NOT DISPOSED IN THE LANDFILL.
    - WATER USED ON SITE MUST BE PREVENTED FROM ENTERING THE STORM DRAIN CONVEYANCE SYSTEM (i.e., STREETS, GUTTERS, ALLEY, STORM DRAIN DITCHES, STORM DRAIN PIPES)
    - ALL WASTEWATER RESULTING FROM CLEANING CONSTRUCTION TOOLS AND EQUIPMENT MUST BE CONTAINED ON SITE AND PROPERLY DISPOSED IN ACCORDANCE WITH FEDERAL, STATE, AND CITY STATUTES, REGULATIONS AND ORDINANCES.
    - EROSION CONTROL - ALL SEDIMENT ON THE CONSTRUCTION SITE MUST BE CONTAINED ON THE CONSTRUCTION SITE AND NOT PERMITTED TO ENTER THE STORM DRAIN CONVEYANCE SYSTEM. APPLICANT IS TO COVER DISTURBED AND EXPOSED SOIL AREAS OF THE PROJECT WITH PLASTIC-LIKE MATERIAL (OR EQUIVALENT PRODUCT) TO PREVENT SEDIMENT INTO THE STORM DRAIN CONVEYANCE SYSTEM.

**BAKER ARCHITECTURE**  
4080 CENTRE ST. #203  
SAN DIEGO, CA 92103  
(619) 281-5937

**REVISIONS:**

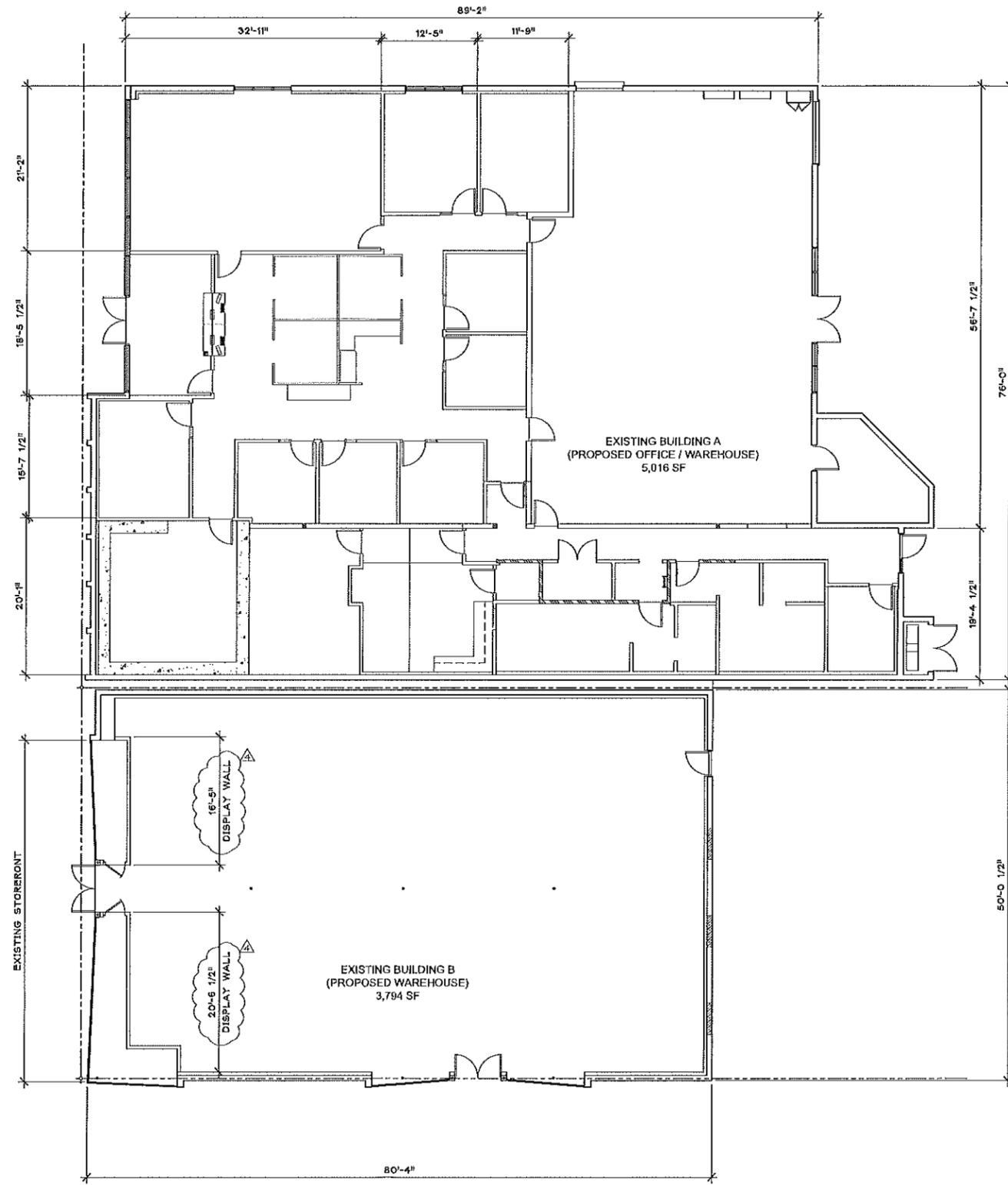
- 8/23/2013 CUP REVISIONS
- 10/11/2013 CUP REVISION
- 10/24/2013 CUP REVISION

PROJECT #201390

**CALIFORNIA AMERICAN WATER**  
1025 PALM AVENUE  
IMPERIAL BEACH, CA 91932

DATE: 8/1/2013

**C2**



1 PROPOSED FLOOR PLAN  
1/8"=1'-0"



**BAKER ARCHITECTURE**

4080 CENTRE ST. #203  
SAN DIEGO, CA 92103  
(619) 281-5937

REVISIONS:

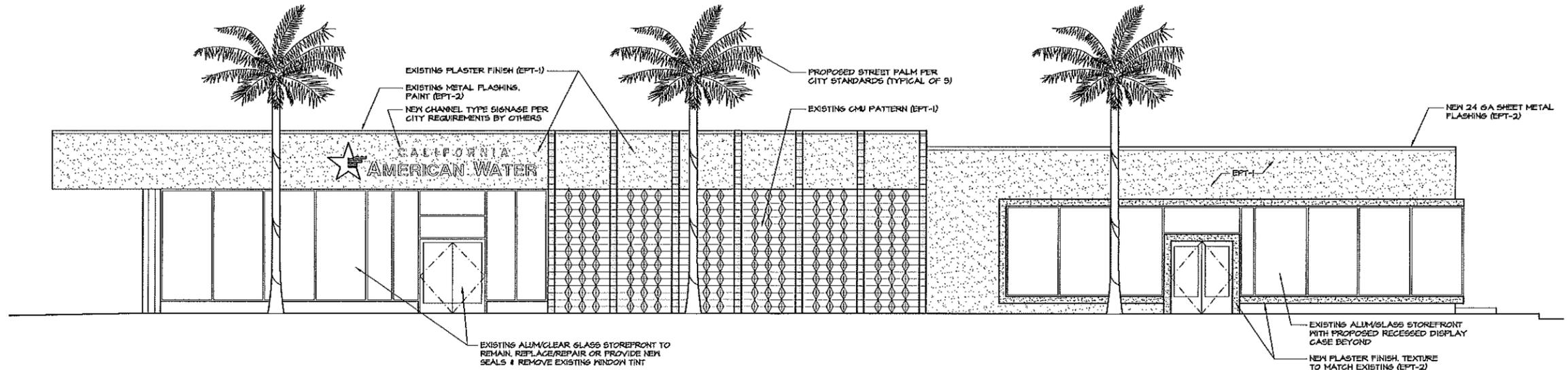
- 8/23/2013  
CUP REVISIONS
- 10/11/2013  
CUP REVISION
- 10/24/2013  
CUP REVISION

PROJECT #201390

**CALIFORNIA AMERICAN WATER**  
1025 PALM AVENUE  
IMPERIAL BEACH, CA 91932

DATE: 8/1/2013

**C3**

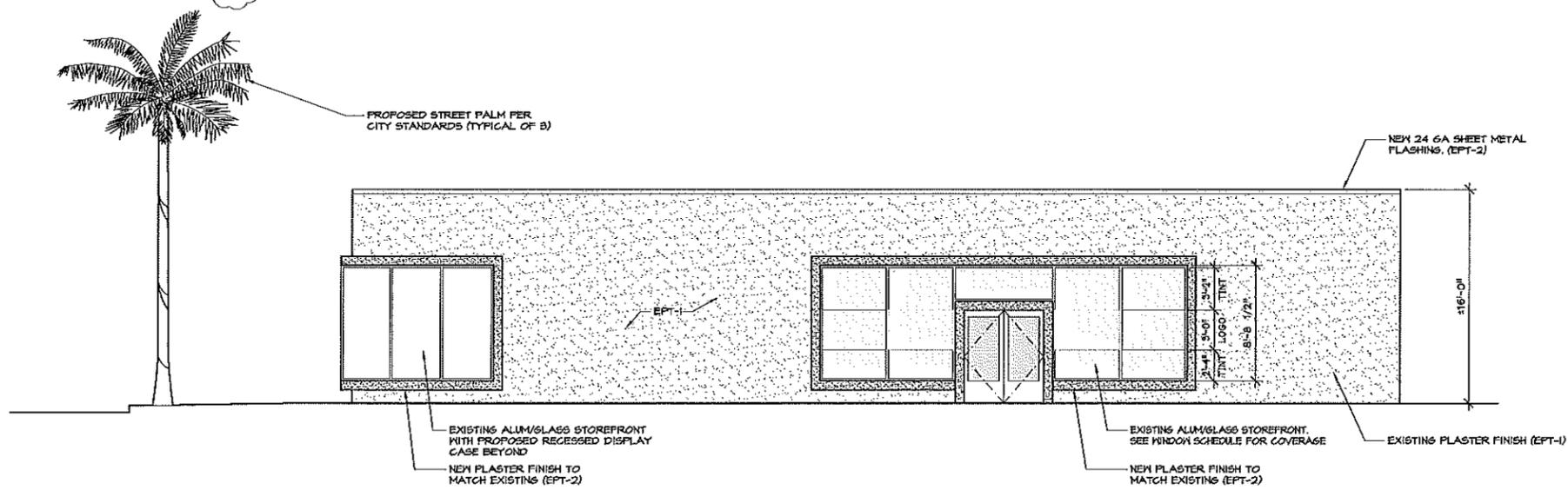


1 NORTH ELEVATION  
3/16"=1'-0"

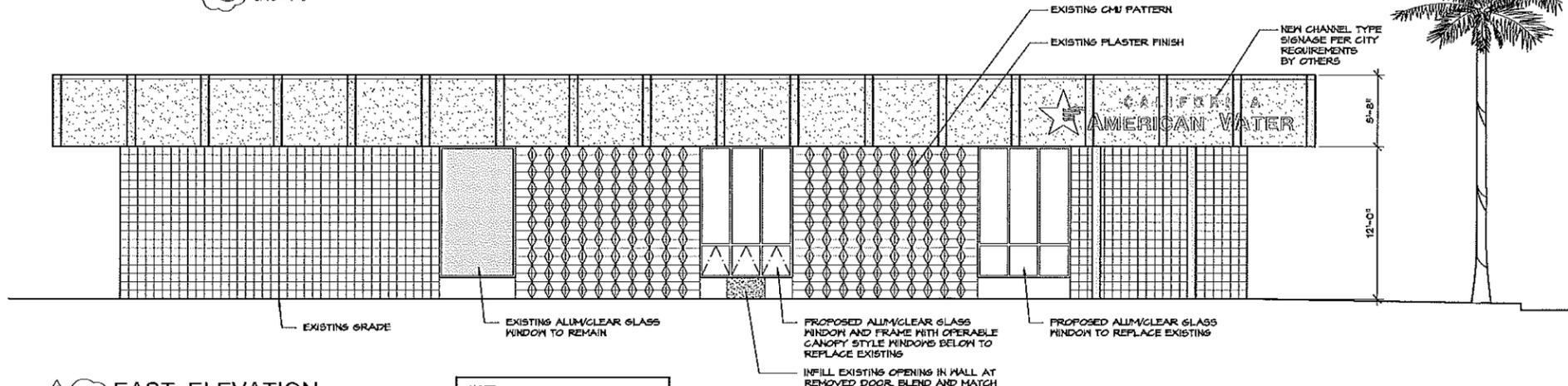
WINDOW SCHEDULE	
	LOGO (COVERS 55% OF PANE)
	OPAQUE / COLOR TREATMENT OR TINT (AT 10th STREET ONLY)

FINISH SCHEDULE	
EPT-1	SHERWIN WILLIAMS SW6519 HINTING BLUE - EGGSHELL (MAIN COLOR)
EPT-2	SHERWIN WILLIAMS SW6508 SECURE BLUE - EGGSHELL (ACCENT COLOR)



2 WEST ELEVATION  
3/16"=1'-0"



3 EAST ELEVATION  
3/16"=1'-0"

NOTE:  
WEST ELEVATION TO RECEIVE MURAL  
CREATED BY LOCAL ARTIST UNDER  
SEPARATE REVIEW/APPROVAL

BAKER ARCHITECTURE

4080 CENTRE ST. #203  
SAN DIEGO, CA 92103  
(619) 281-5937

- REVISIONS:
- 8/23/2013 CUP REVISIONS
  - 10/11/2013 CUP REVISION
  - 10/24/2013 CUP REVISION

PROJECT #201390

CALIFORNIA AMERICAN WATER  
1025 PALM AVENUE  
IMPERIAL BEACH, CA 91932

DATE: 8/1/2013

C4



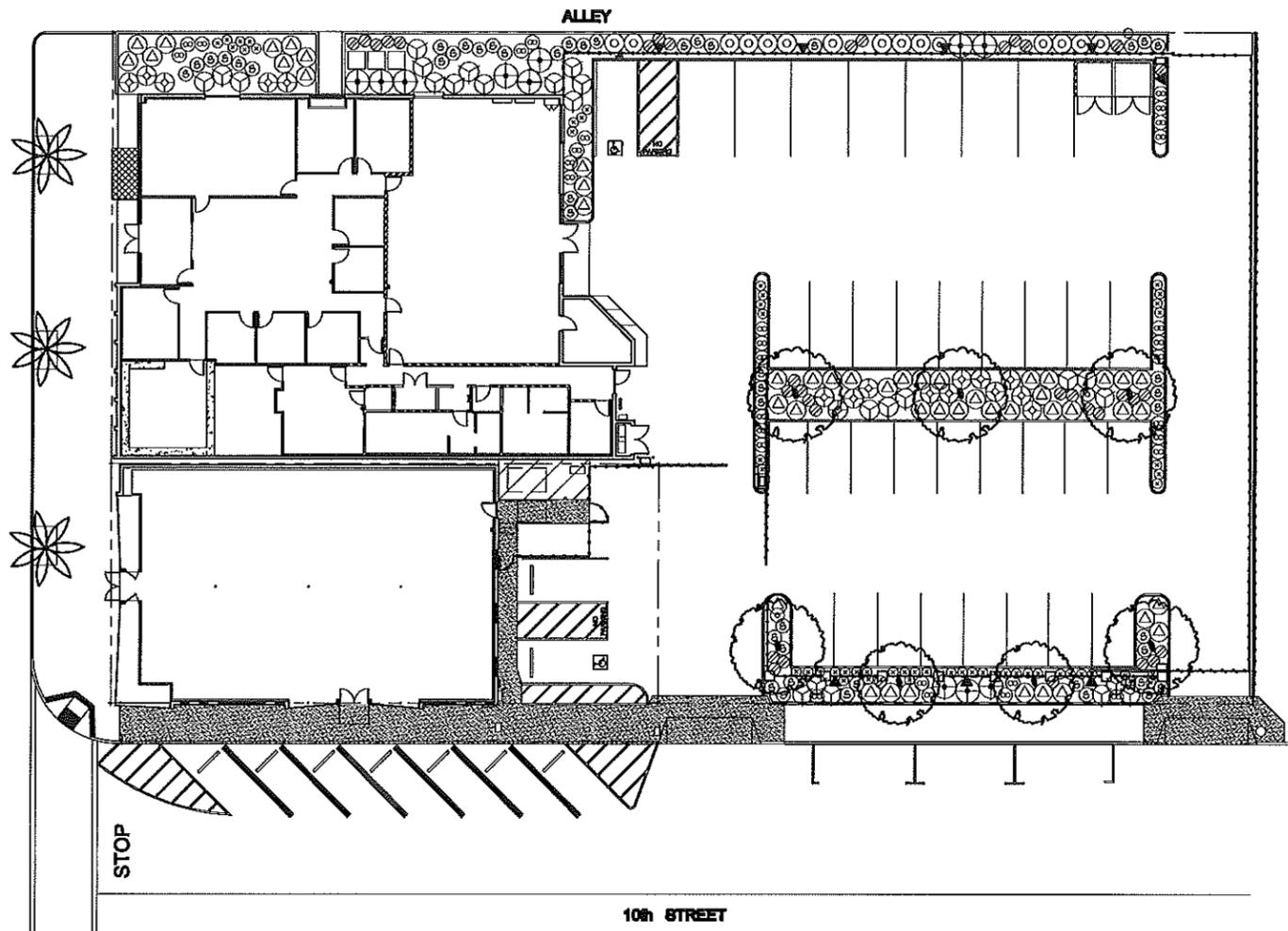
PLANTING PLAN

REVISIONS:

CALIFORNIA AMERICAN WATER  
1025 PALM AVE.  
IMPERIAL BEACH, CA

DATE: 10/28/13

L-1



PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
<b>TREES</b>					
	CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	1	STANDARD
	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	20' BTH	3	NON-SKINNED. INSTALL PER CAL TRANS STANDARDS
<b>SHRUBS/GROUNDCOVER</b>					
	ARCTOSTAPHYLOS UVA URSA 'RADIANT'	RADIANT MANZANITA	1 GAL.	48	4'-0" O.C.
	BACCHARIS 'PIGEON POINT'	COYOTE BUSH	1 GAL.	31	3'-0" O.C.
	CEANOTHUS GLORIOSUS 'HEART'S DESIRE'	FT. REYES CEANOTHUS	5 GAL.	14	4'-0" O.C.
	CEANOTHUS THYRSIFLORUS 'SKYLARK'	BLUE MOUNTAIN LILAC	5 GAL.	28	4'-0" O.C.
	ERIGERON GLAUCUS 'CAPE SEBASTIAN'	BEACH ASTER	1 GAL.	54	2'-0" O.C.
	MIMULUS AURANTIACUS	STICKY MONKEY FLOWER	5 GAL.	17	4'-0" O.C.
	PENSTEMON SPECTABILIS	ROYAL BEARD TONGUE	5 GAL.	35	2'-6" O.C.
	RHAMNUS CALIFORNICA 'MOUND SAN BRUNO'	COFFEEBERRY	5 GAL.	11	5'-0" O.C.
	SALVIA 'BEEB BLISS'	SAGE	5 GAL.	41	3'-0" O.C.
	HEUCHERA MAXIMA	ISLAND ALLIUM ROOT	1 GAL.	58 SF.	2'-0" O.C.
<b>ESPALIERS</b>					
	ROSA GYMNOCARPA	WOOD ROSE	5 GAL.	8	ESPALIER TO FENCE OF WALL

LANDSCAPE CALCULATIONS

TOTAL LANDSCAPE AREA:	4303 SF.
SHRUB AREA:	4303 SF.
TURF AREA:	0 SF.

PLANTING NOTES

- COORDINATE THE REMOVAL / RELOCATION OF ANY EXISTING TREES WITH LANDLORD THAT OCCUR WITHIN THE AREA OF THE NEW BUILDING/HARDSCAPE AREA.
- ALL PLANTED AREAS TO BE AMENDED PER SOILS REPORT. NO CERTIFICATION WILL BE PROVIDED UNLESS AMENDMENT SPECIFICATIONS ARE ADHERED TO. CONTRACTOR TO PROVIDE AMENDMENT RECEIPTS TO LANDSCAPE ARCHITECT PRIOR TO BEGINNING WORK.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY (TENANT). THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION.
- CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATION(S) FROM THE PLANS OR SPECIFICATIONS IS TO HAVE WRITTEN APPROVAL.
- ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "AMERICAN NURSERY AND LANDSCAPE ASSOCIATION." <http://www.nal.org>
- ALL TREES PLANTED WITHIN FIVE (5) FEET OF ANY PAVING, WALLS, BUILDINGS, CURBS, ETC. SHALL BE INSTALLED WITH AN APPROVED 'DEEP ROOT BARRIER'.
- LANDSCAPE ARCHITECT SHALL APPROVE PLANT MATERIAL PLACEMENT BY CONTRACTOR PRIOR TO INSTALLATION.
- SEE PLANTING DETAILS FOR PLANTING AND STAKING REQUIREMENTS.
- FERTILIZER FOR ALL GROUND COVER AREAS SHALL BE AS SPECIFIED WITHIN THE SPECIFICATIONS. REFER TO SPECIFICATIONS FOR STANDARDS OF MATERIALS AND WORKMANSHIP.
- CONTRACTOR TO INCLUDE IN HIS BID THE REPAIR OF ANY AND ALL DAMAGE RESULTING FROM INSTALLATION OF UTILITIES. REPAIR TO INCLUDE ALL DAMAGED IRRIGATION AND PLANTING ITEMS. BLEND WITH EXISTING CONDITIONS.
- ALL BACKFLOW PREVENTERS AND UTILITIES TO BE SCREENED WITH LANDSCAPE.
- ALL SHRUB AREAS TO BE TOP DRESSED WITH 2" LAYER OF FINE SHREDDED REDWOOD BARK. ALL TOP DRESSING TO BE INSTALLED TO TOP OF WALK.
- FINISH GRADE TO BE 1/2" BELOW TOP OF CURB OR SIDEWALK FOR GROUND COVER AREAS.
- ALL CANOPY TREES SHALL BE PROVIDED WITH FORTY (40) SQUARE FEET ROOT ZONE AND PLANTED IN AN AIR AND WATER PERMEABLE LANDSCAPE AREA. THE MINIMUM DIMENSION (WIDTH) OF THIS AREA SHALL BE FIVE (5) FEET.
- ALL PLANTER AREAS TO BE ROTOTILLED AND AMENDED WITH SOIL. PREPARATION PER SPECIFICATIONS. NO DEVIATIONS.
- THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING TREE BALLS WHICH SETTLE BELOW GRADE, FERTILIZING, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTINGS FREE OF INSECTS AND DISEASES, WEEDING, ROLLING, MOWING, RESEEDING, EDGING, AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AS SPECIFIED ABOVE FOR A PERIOD OF NINETY (90) DAYS.
- ALL FINISH GRADING SHALL BE DIRECTED AWAY FROM THE BUILDING AND WALKS AND TOWARDS THE PERVIOUS PLANTER AREAS TO THE MAXIMUM EXTENT PRACTICABLE. REFER TO CIVIL PLANS FOR GRADING AND DRAINAGE.
- ALL PLANTING AND IRRIGATION SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF SAN DIEGO'S LANDSCAPE REGULATIONS, THE LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS, AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS.
- PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO THE CITY (AS REQUIRED).
- ANY REQUIRED PLANT MATERIAL THAT DIES WITHIN 3 YEARS OF INSTALLATION SHALL BE REPLACED PER CITY GENERAL REGULATIONS.
- LANDSCAPE AREA TO BE MAINTAINED BY CENTER.

NOTE: CONTRACTOR TO REMOVE AND DISPOSE OR RELOCATE OFF-SITE ALL QUEEN AND PIGMY DATE PALMS IF THEY ARE DEEMED SALVAGEABLE







AGENDA ITEM NO. 6.1

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: NOVEMBER 6, 2013  
ORIGINATING DEPT.: JACQUELINE M. HALD, CITY CLERK *JMH*  
SUBJECT: RESOLUTION NO. 2013-7420 SUPPORTING THE LIVE WELL SAN DIEGO TEN-YEAR INITIATIVE TO IMPROVE THE HEALTH OF RESIDENTS IN THE COUNTY OF SAN DIEGO

**EXECUTIVE SUMMARY:**

Consider adoption of Resolution No. 2013-7420 supporting the *Live Well San Diego* Ten-Year initiative to improve the health of residents in the County of San Diego.

**BACKGROUND:**

On July 13, 2010, the County of San Diego, Board of Supervisors adopted the *Live Well San Diego* initiative to create healthy, safe and thriving communities by improving the health and well-being of citizens. Cities have been encouraged to support the *Live Well San Diego* initiative in their communities in order to promote improved health habits that will lead to improved quality of life throughout the region.

**ANALYSIS:**

The City of Imperial Beach has many programs and strategies in place which support healthy behaviors, such as:

- Encouraging residents and visitors to be physically active by using the City's natural resources: beach, parks and estuary.
- Encouraging residents and visitors to cycle through the Bayshore Bikeway, linking Chula Vista to Coronado through the Silver Strand.
- Operating the Imperial Beach Sports Park and Recreation Center which includes the Skate Park, gym and picnic grounds.
- A farmers' market is held every Friday afternoon at Pier Plaza featuring local farmers and organic growers to provide healthy food options for families.
- The Public Works Director participates in the Safe Routes to Schools Coalition to implement recommended improvements to walkability to and from schools.

Imperial Beach supports the *Live Well San Diego* initiative and the goals of providing healthy, safe and thriving communities.

**ENVIRONMENTAL DETERMINATION:**

This is not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no direct fiscal impact with this report.

**RECOMMENDATION:**

That the City Council adopts Resolution No. 2013-7420.

Attachments:

1. Resolution No. 2013-7420

**RESOLUTION NO. 2013-7420**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA,  
SUPPORTING THE *LIVE WELL SAN DIEGO (LWSD)* TEN-YEAR INITIATIVE TO IMPROVE  
THE HEALTH OF RESIDENTS IN THE COUNTY OF SAN DIEGO.**

**WHEREAS**, the health and well-being of citizens is of primary concern for the County of San Diego and the City of Imperial Beach, and

**WHEREAS**, the County of San Diego, Board of Supervisors adopted the *Live Well San Diego* initiative to create healthy, safe, and thriving communities; and

**WHEREAS**, the City of Imperial Beach supports healthy behaviors by encouraging residents and visitors to be physically active by using the City's natural resources: beach, parks and estuary, and

**WHEREAS**, the City encourages its residents and visitors to cycle through the Bayshore Bikeway, linking Chula Vista to Coronado through the Silver Strand; and

**WHEREAS**, the City built and operates the Imperial Beach Sports Park Recreation Center which includes the Skate Park, and is located close to a gym and picnic grounds, and

**WHEREAS**, a farmers' market is held every Friday afternoon at Pier Plaza featuring local farmers and organic growers to provide healthy food options for families; and

**WHEREAS**, the Public Works Director participates in the Safe Routes to Schools Coalition to implement recommended improvements to walkability to and from schools; and

**WHEREAS**, the City of Imperial Beach wholly supports the *Live Well San Diego* initiative and the goals of providing healthy, safe and thriving communities;

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Imperial Beach hereby supports the *Live Well San Diego* ten-year initiative to improve the health of residents in the County of San Diego.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 6<sup>th</sup> day of November, 2013, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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





STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: NOVEMBER 6, 2013

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

SUBJECT: ADOPTION OF RESOLUTOIN NO. 2013-7409 APPROVING AN AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF KANE, BALLMER & BERKMAN FOR SPECIALIZED LEGAL SERVICES

**EXECUTIVE SUMMARY:**

City staff is requesting that the City Council adopt Resolution No. 2013-7409 authorizing the City Manager to execute a Professional Services Agreement with the law firm of Kane, Ballmer & Berkman to provide specialized legal services.

**BACKGROUND:**

The law firm of Kane, Ballmer & Berkman has provided specialized legal services related to redevelopment matters and projects to the City and the former Redevelopment Agency/Successor Agency for a number of years. The current legal services agreement was entered between Kane, Ballmer & Berkman and the City on May 4, 2011. The term of that agreement was to expire after completion of the Scope of Services. Although the services are on-going and still required, the maximum amount of the contract has been reached and, therefore, a new contract must be approved. Additionally, although the current agreement is with the City, services provided by Kane, Ballmer & Berkman are also provided on behalf of the Imperial Beach Redevelopment Agency Successor Agency (the "Successor Agency") and the Imperial Beach Housing Authority (the "Housing Authority"), acting both as the City's Housing Authority and as the Successor Housing Entity to the former Redevelopment Agency. Therefore, companion agreements are also being considered on today's agenda for the Successor Agency and the Housing Authority.

**ANALYSIS:**

The City is in possession of various bond funds from the former RDA which must be spent for the purposes for which the bonds were issued. The City has agreed to carry out a number of projects with these redevelopment bond proceeds and many of those projects require substantial staff and legal costs. Additionally, there may be services required by the City involving proceedings or actions under the California Community Redevelopment Law, the California Housing Authorities Law, and/or the Dissolution Act. Therefore, the City requires specialized legal services from the law firm related to those projects and other potential proceedings. Due to the substantial work that must still be carried out, staff is recommending the proposed Professional Services Agreement with the City provide for these specialized legal

services on an on-going or "as-needed" basis.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

All attorney work for the City will be billed at the rate of up to \$275.00per hour. The City will use the former RDA bond funds and, potentially, portions of the Administrative Cost Allowance funded from the Redevelopment Property Tax Trust Fund to pay for the specialized legal services under the terms of this agreement. A budget adjustment will be required in the amount \$50,000 to fund account 101-5000-532-20001 for these services.

**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2013-7409 authorizing the City Manager to execute a Professional Services Agreement with the law firm of Kane, Ballmer & Berkman to provide specialized legal services on an as-needed basis for the City.

Attachments:

1. Resolution No. 2013-7409
2. City Professional Services Agreement

RESOLUTION NO. 2013-7409

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KANE, BALLMER & BERKMAN FOR SPECIALIZED LEGAL SERVICES**

**WHEREAS**, the City desires effective, efficient, and cost effective specialized legal services; and

**WHEREAS**, the current Agreement with the law firm was executed on May 4, 2011; and

**WHEREAS**, the City Council now wishes to enter into a new agreement because it is necessary and convenient for the management of City affairs pursuant to Imperial Beach Municipal Code Section 3.04.160.G; and

**WHEREAS**, Kane, Ballmer & Berkman will perform these services and responsibilities as stated in the Agreement.

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

1. The above-listed recitals are true and correct and are hereby incorporated as findings.
2. The City Council hereby approves the Professional Services Agreement with Kane, Ballmer & Berkman to provide specialized legal services on an as-needed basis.
3. The City Council hereby authorizes and directs the City Manager to execute said Professional Services Agreement for and on behalf of the City of Imperial Beach.
4. The City Council hereby authorizes a budget adjustment in the amount of \$50,000 into account 101-5000-532-2001.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 6<sup>th</sup> day of November 2013, by the following vote:

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

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

**ATTEST:**

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



City of Imperial Beach
AGREEMENT FOR PROFESSIONAL SERVICES

FOR LEGAL SERVICES

This Agreement, entered into this \_\_\_\_ day of November, 2013, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and KANE, BALLMER & BERKMAN (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

RECITALS

WHEREAS, CITY desires to employ CONSULTANT to furnish specialized professional legal services ("PROFESSIONAL SERVICES"); and

WHEREAS, the CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this Agreement to be provided to the CITY; and

WHEREAS, Kane, Ballmer & Berkman has efficiently and effectively represented the CITY as special legal counsel on redevelopment and post-redevelopment issues; and

WHEREAS, the CITY's previous agreement(s) with CONSULTANT must be extended; and

WHEREAS, the 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.

2.1 CONSULTANT shall provide services on an as-needed basis as requested by CITY as described in Exhibit "A" entitled "Scope of Services," attached hereto and made a part hereof.

2.2 As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

2.3 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.

2.4 CONSULTANT shall be compensated for work completed on an as-needed basis for basic services rendered under this Section 2, at the rates as more particularly described in Exhibit "B" entitled "Fees." CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.

2.5 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. TERM.**

The PROFESSIONAL SERVICES provided under this Agreement shall begin on the effective date of this Agreement as noted above and end upon termination of the Agreement as more particularly described under and pursuant to Section 13 of this Agreement.

### **Section 4. CHANGES.**

CITY may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the CITY's approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

### **Section 5. 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 6. AUDIT OF RECORDS.**

6.1. 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.

6.2. 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 7. 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 8. 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 9. 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 10. INSURANCE.**

10.1 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.

10.2 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.

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

10.3.1  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.

10.3.2  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).

10.3.3  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.

10.3.4  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.

10.4 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.

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

10.5.1 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.

10.5.2 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.

10.6 Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 10. 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.

10.7 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 11. 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 12. 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 13. TERMINATION.**

Either party may terminate this Agreement at any time by giving ten (10) calendar days written notice to the other party of such termination and specifying the effective date thereof at least ten (10) calendar days before the effective date of such termination. In the event of a termination by CITY, 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 14. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation. 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 15. GENERAL CONDITIONS.**

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 16. OFFICE SPACE AND CLERICAL SUPPORT.**

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

**Section 17. 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 17, 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 18. 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 19. 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:

Andy Hall  
City Manager  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach CA 91932

Kendall D. Berkey  
Kane, Ballmer & Berkman  
402 West Broadway, 4th Floor  
San Diego, CA 92101

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 20. 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 Section 394.

**Section 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 CITY.

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 27. 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 28. 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 29. 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 30. EXHIBITS INCORPORATED.**

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

**Section 31. 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

CONSULTANT:

\_\_\_\_\_  
Andy Hall, City Manager

\_\_\_\_\_  
Name/Title of Signatory

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

\_\_\_\_\_  
Gregory Wade, Assistant City Manager

## EXHIBIT "A"

### SCOPE OF SERVICES

When and as directed by the CITY, the CONSULTANT shall perform legal services for and on behalf of the CITY relating to various aspects of projects (i) funded in whole or in part with bond proceeds from bonds issued by the former Imperial Beach Redevelopment Agency ("Former RDA") or its successor-in-interest the Imperial Beach redevelopment Agency Successor Agency ("Successor Agency") or other funds from the Former RDA and/or the Successor Agency or (ii) involving proceedings or actions under the California Community Redevelopment Law, the California Housing Authorities Law, and/or the Dissolution Act (defined herein as Assembly Bill No. X1 26 (2011-2012 1<sup>st</sup> Ex. Sess.), as amended and as may be amended) including, without limitation, rendering legal advice and consultation; furnishing written legal opinions; providing legal reviews and approvals of documents and instruments; negotiating, drafting and/or preparing legal documents and instruments; attending hearings, meetings, or other proceedings as necessary or required; and providing litigation services as necessary or required.

**EXHIBIT "B"**  
**Rate Schedule**

**KANE, BALLMER & BERKMAN,**  
**A Law Corporation**

**PUBLIC RATE SUMMARY**

Senior Principal	\$275/hour
Of Counsel	\$275/hour
Principal	\$275/hour
Senior Counsel	\$250/hour
Senior Associate	\$225/hour
Associate	\$200/hour
Paralegal	\$125/hour
Case Clerk	\$100/hour

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**CLASSIFICATION OF ATTORNEYS AND OTHER PROFESSIONALS**

<u>Name</u>	<u>Status</u>	<u>Billable Rate</u>
Murray O. Kane	Senior Principal	\$275/hour
Royce K. Jones	Senior Principal	\$275/hour
Susan Y. Apy	Principal	\$275/hour
Kendall DeMatteo Berkey	Principal	\$275/hour
Glenn F. Wasserman	Of Counsel	\$275/hour
Donald P. Johnson	Of Counsel	\$275/hour
Bruce Gridley	Senior Counsel	\$250/hour
Deborah L. Rhoads	Senior Counsel	\$250/hour
Todd C. Mooney	Senior Associate	\$225/hour
Guillermo A. Frias	Senior Associate	\$225/hour
Gustavo Lamanna	Associate	\$200/hour
Edward B. Kang	Associate	\$200/hour

NOTE: The same hourly rate is applicable to Court appearances.



STAFF REPORT  
HOUSING AUTHORITY OF THE  
CITY OF IMPERIAL BEACH

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE BOARD  
FROM: ANDY HALL, EXECUTIVE DIRECTOR *AJ*  
MEETING DATE: NOVEMBER 6, 2013  
ORIGINATING DEPT.: GREGORY WADE, DEPUTY EXECUTIVE DIRECTOR *GW*  
SUBJECT: ADOPTION OF RESOLUTION NO. HA-13-15 APPROVING AN AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM KANE, BALLMER & BERKMAN FOR SPECIALIZED LEGAL SERVICES

**EXECUTIVE SUMMARY:**

Housing Authority staff is requesting that the Housing Authority Board adopt Resolution No. HA-13-15 authorizing the Executive Director to execute a Professional Services Agreement with the law firm of Kane, Ballmer & Berkman to provide specialized legal services.

**BACKGROUND:**

The law firm of Kane, Ballmer & Berkman has provided specialized legal services related to redevelopment matters and projects to the City and the former Redevelopment Agency and the Imperial Beach Redevelopment Agency Successor Agency for several years. The Housing Authority was created in 2011 and also manages the housing obligations of the former Imperial Beach Redevelopment Agency (acting as the Successor Housing Entity). The City previously entered into a Professional Services Agreement with Kane, Ballmer & Berkman on May 4, 2011, however, the Housing Authority currently does not have a separate legal services agreement with them. It is recommended, therefore, that such an agreement be prepared, approved and executed. Companion agreements are also being considered on today's agenda for the City and the Successor Agency.

**ANALYSIS:**

The proposed Professional Services Agreement with the Housing Authority is to provide specialized legal services on an as-needed basis. The Housing Authority requires the specialized legal services of the law firm for several projects including the Affordable Housing Agreement with Habitat for Humanity, the Clean and Green Program and also requires services in connection with the responsibilities, proceedings or actions under the California Housing Authorities Law and the Dissolution Act.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

All attorney work for the Housing Authority under this agreement will be billed at the same rate of up to \$275.00 per hour. The services will be paid for with various funds including Affordable Housing Bond proceeds approved for use on the Habitat for Humanity project and Redevelopment Property Tax Trust Fund monies approved by the State Department of Finance. A budget adjustment will be required in the amount \$50,000 to fund account 402-5000-532-2001 for these services.

**RECOMMENDATION:**

Staff recommends that the Housing Authority Board adopt Resolution No. HA-13-15 and authorize the Executive Director to execute a Professional Services Agreement with the law firm of Kane, Ballmer & Berkman to provide specialized legal services on an as-needed basis.

Attachments:

1. Resolution No. HA-13-15
2. Housing Authority Professional Services Agreement

RESOLUTION NO. HA-13-15

**A RESOLUTION OF THE IMPERIAL BEACH HOUSING AUTHORITY AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KANE, BALLMER & BERKMAN FOR SPECIALIZED LEGAL SERVICES**

**WHEREAS**, the Housing Authority desires effective, efficient, and cost effective specialized legal services and Kane, Ballmer & Berkman has previously advised the City and former Redevelopment Agency on housing matters; and

**WHEREAS**, the Board now wishes to enter into an agreement because it is necessary and convenient for the management of Housing Authority affairs; and

**WHEREAS**, Kane, Ballmer & Berkman will perform these services and responsibilities as stated in the Agreement.

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

1. The above-listed recitals are true and correct and are hereby incorporated as findings.
2. The Board hereby approves the Professional Services Agreement with Kane, Ballmer & Berkman.
3. The Board hereby authorizes and directs the Executive Director to execute said Professional Services Agreement for and on behalf of the Housing Authority of the City of Imperial Beach.
4. The City Council hereby authorizes a budget adjustment in the amount of \$50,000 into account 402-5000-532-2001.

**PASSED, APPROVED, AND ADOPTED** by the Housing Authority Board at its meeting held on the 6th day of November 2013, by the following vote:

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

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**JAMES C. JANNEY, CHAIR**

**ATTEST:**

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



Housing Authority of the City of Imperial Beach  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR SPECIALIZED LEGAL SERVICES**

This Agreement, entered into this \_\_\_\_ day of November, 2013, by and between the HOUSING AUTHORITY OF THE CITY OF IMPERIAL BEACH (hereinafter referred to as "AUTHORITY") and KANE, BALLMER & BERKMAN (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

**RECITALS**

WHEREAS, AUTHORITY desires to employ CONSULTANT to furnish professional specialized legal services ("PROFESSIONAL SERVICES"); and

WHEREAS, the AUTHORITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by AUTHORITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this Agreement to be provided to the AUTHORITY; and

WHEREAS, Kane, Ballmer & Berkman has efficiently and effectively represented the AUTHORITY as special legal counsel on land use, redevelopment and post-redevelopment issues; and

WHEREAS, the AUTHORITY 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 AUTHORITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

**Section 1. EMPLOYMENT OF CONSULTANT.**

AUTHORITY 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.**

2.1 CONSULTANT shall provide services on an as-needed basis and as requested by AUTHORITY as described in Exhibit "A" entitled "Scope of Services," attached hereto and made a part hereof.

2.2 As additional consideration, CONSULTANT and AUTHORITY agree to abide by the terms and conditions contained in this Agreement.

2.3 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 AUTHORITY, that are necessary or proper to complete the work and provide the required PROFESSIONAL SERVICES.

2.4 CONSULTANT shall be compensated for work completed on an as-needed basis for basic services rendered under this Section 2, at the rates as more particularly described in Exhibit "B" entitled "Fees." CONSULTANT shall be compensated for additional services only upon prior written approval of AUTHORITY.

2.5 CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by AUTHORITY within thirty (30) days of receipt of invoice. AUTHORITY agrees that the CONSULTANT's billings are correct unless AUTHORITY, 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 AUTHORITY disputes part or all of an invoice, AUTHORITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

### **Section 3. TERM.**

The PROFESSIONAL SERVICES provided under this Agreement shall begin on the effective date of this Agreement and end upon termination of the Agreement as more particularly described under and pursuant to Section 13 of this Agreement.

### **Section 4. CHANGES.**

AUTHORITY may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the AUTHORITY's approval. All such changes shall be authorized in writing, executed by CONSULTANT and AUTHORITY.

### **Section 5. 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 AUTHORITY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to AUTHORITY.

### **Section 6. AUDIT OF RECORDS.**

6.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of AUTHORITY for examination all of its records with respect to all matters covered by this Agreement and shall permit AUTHORITY 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.

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

### **Section 7. NO ASSIGNMENTS.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which AUTHORITY, in its sole discretion, consents to in

advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

### **Section 8. 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 AUTHORITY. AUTHORITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, AUTHORITY 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY 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 9. LICENSES, PERMITS, ETC.**

CONSULTANT represents and declares to AUTHORITY 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 AUTHORITY 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 10. INSURANCE.**

10.1 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 AUTHORITY's Risk Manager.

10.2 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 AUTHORITY 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.

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

10.3.1  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.

10.3.2  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).

10.3.3  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 AUTHORITY and its respective elected officials, officers, employees, agents and representatives.

10.3.4  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 AUTHORITY's exposure to loss. All defense costs shall be outside the limits of the policy.

10.4 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 AUTHORITY. At the option of the AUTHORITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the AUTHORITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the AUTHORITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

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

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

10.6 Verification of Coverage. CONSULTANT shall furnish the AUTHORITY with original certificates and amendatory endorsements effecting coverage required by this Section 10. The endorsement should be on forms provided by the AUTHORITY or on other than the AUTHORITY's forms provided those endorsements conform to AUTHORITY requirements. All certificates and endorsements are to be received and approved by the AUTHORITY before work commences. The AUTHORITY 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.

10.7 Authority Options. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, AUTHORITY 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 AUTHORITY pursuant to the terms of this Agreement.

#### **Section 11. CONSULTANT NOT AN AGENT.**

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

#### **Section 12. INDEMNITY.**

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the AUTHORITY, 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 AUTHORITY 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 AUTHORITY incurs or makes to or on behalf of an injured employee under the AUTHORITY'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 13. TERMINATION.**

Either party may terminate this Agreement at any time by giving ten (10) calendar days written notice to the other party of such termination and specifying the effective date thereof at least ten (10) calendar days before the effective date of such termination. In the event of a termination by AUTHORITY, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of AUTHORITY, become the property of AUTHORITY. If this Agreement is terminated by AUTHORITY 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, AUTHORITY 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 14. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, medical condition,

genetic information, marital status, or sexual orientation. 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 AUTHORITY setting forth the provisions of this non-discrimination clause.

#### **Section 15. GENERAL CONDITIONS.**

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 AUTHORITY.

#### **Section 16. OFFICE SPACE AND CLERICAL SUPPORT.**

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

#### **Section 17. CONFIDENTIAL RELATIONSHIP.**

AUTHORITY 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 AUTHORITY. 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 17, 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 AUTHORITY. 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 18. MEDIATION.**

In the event of a dispute between AUTHORITY 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, AUTHORITY 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 19. 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:

Andy Hall  
Executive Director

Kendall D. Berkey  
Kane, Ballmer & Berkman

Housing Authority of the  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach CA 91932

402 West Broadway, 4th Floor  
San Diego, CA 92101

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 20. 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 Section 394.

**Section 21. 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 22. 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 23. 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 24. 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 25. 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 AUTHORITY. 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 26. 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 AUTHORITY. 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 AUTHORITY 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 AUTHORITY that CONSULTANT has been determined by the AUTHORITY to have a reporting requirement under the Political Reform Act, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the AUTHORITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

## **Section 27. NO WAIVER.**

No failure of either the AUTHORITY 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 28. 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 29. 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 30. EXHIBITS INCORPORATED.**

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

## **Section 31. 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.

HOUSING AUTHORITY OF  
THE CITY OF IMPERIAL BEACH

CONSULTANT/CONSULTANT:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Name/Title of Signatory

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
[Department Head]

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

When and as directed by the HOUSING AUTHORITY, the CONSULTANT shall perform legal services for and on behalf of the HOUSING AUTHORITY in connection with the HOUSING AUTHORITY's responsibilities, proceedings or actions under the California Housing Authorities Law and the Dissolution Act (defined herein as Assembly Bill No. X1 26 (2011-2012 1<sup>st</sup> Ex. Sess.), as amended and as may be amended), including, without limitation, rendering legal advice and consultation; furnishing written legal opinions; providing legal reviews and approvals of documents and instruments; negotiating, drafting and/or preparing legal documents and instruments; attending hearings, meetings, or other proceedings as necessary or required; and providing litigation services as necessary or required.

**EXHIBIT "B"**  
**Rate Schedule**

**KANE, BALLMER & BERKMAN,**  
**A Law Corporation**

**PUBLIC RATE SUMMARY**

Senior Principal	\$275/hour
Of Counsel	\$275/hour
Principal	\$275/hour
Senior Counsel	\$250/hour
Senior Associate	\$225/hour
Associate	\$200/hour
Paralegal	\$125/hour
Case Clerk	\$100/hour

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**CLASSIFICATION OF ATTORNEYS AND OTHER PROFESSIONALS**

<u>Name</u>	<u>Status</u>	<u>Billable Rate</u>
Murray O. Kane	Senior Principal	\$275/hour
Royce K. Jones	Senior Principal	\$275/hour
Susan Y. Apy	Principal	\$275/hour
Kendall DeMatteo Berkey	Principal	\$275/hour
Glenn F. Wasserman	Of Counsel	\$275/hour
Donald P. Johnson	Of Counsel	\$275/hour
Bruce Gridley	Senior Counsel	\$250/hour
Deborah L. Rhoads	Senior Counsel	\$250/hour
Todd C. Mooney	Senior Associate	\$225/hour
Guillermo A. Frias	Senior Associate	\$225/hour
Gustavo Lamanna	Associate	\$200/hour
Edward B. Kang	Associate	\$200/hour

NOTE: The same hourly rate is applicable to Court appearances.



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: November 6, 2013

ORIGINATING DEPT.: Administrative Services *JW*

SUBJECT: Adoption of Resolution 2013-7413 Approving the Investment Policy

Adoption of Resolution SA 13-35 Approving the Investment Policy

**EXECUTIVE SUMMARY:**

As part of the annual review of the Investment Policy, Chandler Asset Management is recommending revisions to include the addition of Municipal Securities and Mortgage Pass-Through Securities as allowable investments. Chandler also recommends lowering the bond rating for acceptable investments from AA to A to provide access to a greater range of investment options without compromising the safety of the portfolio and yet increasing opportunities for additional investment earnings.

**BACKGROUND:**

The City contracted with Chandler Asset Management in May 2013 to manage the City's investment portfolio. As part of their responsibilities, they have reviewed the current Investment Policy and have made recommendations for some changes. While the current policy is in compliance with California Government Code Section 53646(a)(1-2), the recommendations will allow for greater investment opportunities while maintaining the safety of the portfolio.

**ANALYSIS:**

The City's Investment Policy is reviewed annually to ensure compliance with California Code and to make any changes required as a result of Legislative action. The Policy establishes the approved investment securities, establishes the acceptable bond ratings, and sets the parameters for the percentages of each type of security that may be purchased.

The three objectives of the Policy are as follows, and are in the order of importance:

Safety – This is the primary objective of the portfolio to ensure preservation of principal while mitigating credit and interest rate risk.

Liquidity – The portfolio will maintain sufficient liquidity through structuring the maturities to ensure the City is able to meet its operational needs.

Yield - After safety and liquidity needs are addressed, the portfolio is designed to achieve a market rate of return.

Investment holdings currently under the management of Chandler Asset Management total, as of September 30, 2013, \$24.3 million. The City has a balance in the State pool, Local Agency Investment Fund (LAIF) of \$3.6 million which is maintained primarily for liquidity purposes.

The investment goals of the portfolio were discussed with City staff at the outset of the agreement to establish the investment style the City recommends in conjunction with the objectives of the portfolio. Staff selected a moderate level of investment, limited maturity, which is conservative and achieves the goals of the investment policy,. This style will be evaluated and revised as needed.

Chandler Asset Management also establishes a benchmark as a means of evaluating the portfolio. The current benchmark is Bank of America 1-3 year Treasuries. This is a recognized conservative measure against which to compare the yield of the portfolio

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no fiscal impact.

**RECOMMENDATION:**

1. That the City Council complete the annual review and consideration of the Investment Policy and adopt Resolution 2013-7413 approving the City of Imperial Beach Investment Policy
2. That the Imperial Beach Redevelopment Successor Agency complete the annual review and consideration of the Investment Policy and adopt Resolution SA 13-35 approving the Investment Policy

Attachments:

1. Resolution No. 2013-7413
2. Resolution No. SA 13-35
3. Investment Policy
4. Chandler Asset Management Investment Report

**RESOLUTION NO. 2013-7413**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING THE CITY OF IMPERIAL BEACH INVESTMENT POLICY**

**WHEREAS**, the Investment Policy establishes the guidelines for investment of the City's surplus cash; and

**WHEREAS**, the Investment Policy sets the goals of the policy to primarily preserve the principal by establishing safety as the primary goal of the investments followed by liquidity and lastly by yield; and

**WHEREAS**, California Code Sections 53601 through 53659 set forth the authority governing the investment of municipal funds; and

**WHEREAS**, California Government Code Sections 53646(a)(1-2) states that public agencies may provide an annual investment policy to the legislative body for approval of the goals of the policy, the investments recommended, the bond ratings standards, and the maturity and percentages of the portfolio allowed; and

**WHEREAS**, maturities longer than five years are not permitted in a municipal investment policy without prior City Council approval.

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

1. That the Investment Policy, for fiscal year 2013/14, for the City of Imperial Beach is hereby considered, approved, and adopted.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach, California at its meeting held on the 6<sup>th</sup> day of November 2013 by the following vote:

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

---

**JAMES C. JANNEY**  
**MAYOR**

**ATTEST:**

---

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

**RESOLUTION NO. SA 13-35**

**A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY, ADOPTING THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY INVESTMENT POLICY**

**WHEREAS**, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Health and Safety Code Part 1.85, electing for the City to serve as the successor agency to the former Imperial Beach Redevelopment Agency upon the dissolution of the Redevelopment Agency under AB x1 26 ("Successor Agency"); and

**WHEREAS**, the Investment Policy for the Successor Agency establishes the guidelines for investment of the Successor Agency's surplus cash; and

**WHEREAS**, the Investment Policy sets the goals of the policy to primarily preserve the principal by establishing safety as the primary goal of the investments followed by liquidity and lastly by yield; and

**WHEREAS**, California Code Sections 53601 through 53659 set forth the authority governing the investment of municipal funds; and

**WHEREAS**, California Government Code Sections 53646(a)(1-2) states that public agencies may provide an annual investment policy to the legislative body for approval of the goals of the policy, the investments recommended, the bond ratings standards, and the maturity and percentages of the portfolio allowed; and

**WHEREAS**, maturities longer than five years are not permitted in a governmental investment policy without prior Successor Agency approval.

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

1. That the Investment Policy, for fiscal year 2013/14, for the City of Imperial Beach Redevelopment Agency Successor Agency is hereby considered, approved, and adopted.

**PASSED, APPROVED, AND ADOPTED** by the Imperial Beach Redevelopment Agency Successor Agency at its meeting held on the 6<sup>th</sup> day of November 2013 by the following vote:

**AYES:**            **BOARD MEMBERS:**  
**NOES:**           **BOARD MEMBERS:**  
**ABSENT:**        **BOARD MEMBERS:**

---

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

**ATTEST:**

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

## CITY OF IMPERIAL BEACH, CALIFORNIA

### INVESTMENT POLICY

#### I. INTRODUCTION

This Investment Policy is intended to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Imperial Beach's objectives of safety, liquidity and yield through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds.

This Investment Policy was endorsed and adopted by the City's governing body and is effective as of November 6, 3013. This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

#### II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exceptions:

- Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

*Pooling of Funds:* Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

#### III. OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

1. *Safety:* Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation

of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

2. *Liquidity*: The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. *Yield*: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

#### **IV. PRUDENCE, INDEMNIFICATION AND ETHICS**

- A. *Prudent Investor Standard*: Management of the City's investments is governed by the Prudent Investor Standard as set forth in the California Government Code 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B. *Indemnification*: The Administrative Services Director/City Treasurer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the investment policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.
- C. *Ethics and Conflicts of Interest*: Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impair their ability to make impartial investment decisions. Additionally, the Administrative Services Director/City Treasurer and other members of the Investment Advisory Committee are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

## V. DELEGATION OF AUTHORITY

- A. Authority to manage the City's investment program is derived from California Government Code Sections 53600 *et seq.* The governing body is responsible for the City's cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Administrative Services Director/City Treasurer.

The Administrative Services Director/City Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employees.

- B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.
- C. An investment committee consisting of the City Manager/Executive Director, Assistant City Manager/Deputy Director, and Administrative Services Director/Treasurer shall be established to provide general oversight and direction concerning the policy related to management of the City's investment portfolio. Assigned Finance Department staff members may serve in a staff and advisory capacity, although are not members of the Committee. The Committee shall review and approve quarterly investment reports prepared and submitted by the Finance Department and Administrative Services Director/City Treasurer, or meet as necessary to discuss changes to the report and/or the investment strategies. The Investment Committee, serving as the legislative body of the Investment Policy, will have the quarterly reports for their review within thirty (30) days following the end of the quarter covered by the report as per Section 53646 (b)(1) of the California Government Code.

## VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

- A. The Administrative Services Director/City Treasurer will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers;
  2. Nationally or state-chartered banks;
  3. The Federal Reserve Bank; and,
  4. Direct issuers of securities eligible for purchase.
- B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.
- C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Administrative Services Director/City Treasurer with a statement certifying that the institution has reviewed the California Government Code Section 53600 *et seq.* and the City's Investment Policy.
- D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.
- E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.
- F. Collateralization:
1. Certificates of Deposit - The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a non-negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to Government Code Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.
  2. Repurchase Agreements - The City requires that repurchase agreements be collateralized only by securities authorized by Government Code:
    - The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.

- Financial Institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

**VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS**

- A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.
- B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.
- C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform where possible.

**VIII. AUTHORIZED AND SUITABLE INVESTMENTS**

The City’s investments are governed by Government Code, Sections 53600 et seq. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the Policy is adopted which does not meet the new Policy guidelines can be held until maturity, and shall be exempt from the current Policy. At the time of the investment’s maturity or liquidation such funds shall be reinvested only as provided in the most current Policy.

1. **U.S. Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries.
  - a. The maximum maturity is five years.
2. **Federal Agency** or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or

fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.

- a. The maximum maturity is five years;
- b. No more than 20% of the total portfolio may be invested in callable federal agency securities.

**3. Municipal Securities.** These include obligations of the City, the state of California, any local agency within the state of California and any of the other 49 states, and, provided that:

- a. Long-term obligations are rated in the “A” category or higher by at least one nationally recognized statistical rating organization;
- b. The maximum maturity is five years;
- c. No more than 5% per issuer of the total portfolio may be invested in municipal securities.

**4. Corporate Medium Term Notes (MTNs)** provided that:

- a. Such notes have a maximum maturity of five years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated in the “A” category or better by at least one nationally recognized statistical rating organization;
- d. No more than 30% of the total portfolio may be invested in corporate medium term notes; and,
- e. No more than 5% per issuer of the total portfolio may be invested in corporate medium term notes.

**5. Mortgage Pass-Through Securities, Collateralized Mortgage Obligations, and Asset-Backed Securities** provided that:

- a. Such securities have a maximum stated final maturity of five years;
- b. Are issued by an issuer rated in the “A” category or higher for the issuer’s debt as provided by a nationally recognized statistical rating organization;

- c. Are rated in the category of “AA” or its equivalent or better by a nationally recognized statistical rating organization;
  - d. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio; and,
  - e. No more than 5% per issuer of the total portfolio is invested in Asset-Backed Securities.
- 6. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit)** in state or federally chartered banks, savings and loans, or credit unions, provided that:
- a. The amount per institution is limited to the maximum covered under federal insurance;
  - b. No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits;
  - c. The maturity of such deposits does not exceed 5 years; and,
  - d. No more than 5% per issuer of the total portfolio may be invested in federally insured time deposits.
- 7. Time Deposits (Non-Negotiable Certificates of Deposit)** in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
- a. No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits;
  - b. The maturity of such deposits does not exceed 5 years; and,
  - c. No more than 5% per issuer of the total portfolio may be invested in time deposits.
- 8. Certificate of Deposit Placement Service (CDARS)** provided that:
- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS; and,
  - b. The maturity of CDARS deposits does not exceed five years.
- 9. Negotiable Certificates of Deposit (NCDs)** provided that:

- a. They are issued by institutions which have long-term obligations which are rated in the “A” category or higher by at least one nationally recognized statistical rating organization; or have short term debt obligations rated “A-1” or higher, or the equivalent, by at least one nationally recognized statistical rating organization;
- b. The maturity does not exceed five years;
- c. No more than 30% of the total portfolio may be invested in NCDs; and,
- d. No more than 5% per issuer of the total portfolio may be invested in NCDs.

**10. Banker’s Acceptances** provided that:

- a. They are issued by institutions with short term debt obligations rated “A-1” or higher, or the equivalent, by at least one nationally recognized statistical-rating organization; and have long-term debt obligations which are rated in the “A” category or higher by at least one nationally recognized statistical rating organization;
- b. The maturity does not exceed 180 days;
- c. No more than 40% of the total portfolio may be invested in banker’s acceptances; and,
- d. No more than 5% per issuer of the total portfolio may be invested in banker’s acceptances.

**11. Commercial Paper** provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least one nationally recognized statistical rating organization; and whose long-term obligations are rated in the “A” category or higher by at least one nationally recognized statistical rating organization;
- d. No more than 25% of the total portfolio is invested in commercial paper; and,

- e. No more than 5% per issuer of the total portfolio is invested in commercial paper.

**12. Repurchase Agreements** collateralized with securities authorized pursuant to Government Code that are maintained at a level of at least 102% of the market value of the repurchase agreements, provided that:

- a. The maximum maturity of repurchase agreements will be 1 year;
- b. There is no limit to the amount to be invested in repurchase agreements;
- c. Securities used as collateral for repurchase agreements will be delivered to the City's custodian bank; and,
- d. The repurchase agreements are the subject of a master repurchase agreement between the City and the provider of the repurchase agreement. The master repurchase agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).

**13. Local Government Investment Pools**

**14. State of California Local City Investment Fund (LAIF),** provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and,
- b. LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude it from the City's list of allowable investments, provided that the fund's reports allow the Administrative Services Director/City Treasurer to adequately judge the risk inherent in LAIF's portfolio.

**15. Money Market Mutual Funds** that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
  - 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or,
  - 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601

(a through j) and with assets under management in excess of \$500 million;

- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio; and,
- c. No more than 10% per fund of the total portfolio is invested in money market mutual funds.

## **IX. PORTFOLIO RISK MANAGEMENT**

### *A. Prohibited Investment Vehicles and Practices*

- 1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- 2. In accordance with Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- 3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
- 4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- 5. Purchasing or selling securities on margin is prohibited.
- 6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- 7. The purchase of foreign currency denominated securities is prohibited.

### *B. Mitigating Credit Risk in the Portfolio*

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- 1. The diversification requirements included in Section VIII are designed to mitigate credit risk in the portfolio;
- 2. No more than 5% of the total portfolio may be invested in securities of any single issuer, other than the US Government, its agencies and enterprises, money market funds and local government investment pools;

3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences; and,
4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
  - a. If a security is downgraded, the Administrative Services Director/City Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
  - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the governing board.

C. *Mitigating Market Risk in the Portfolio*

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cashflow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%;
3. The stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy;
4. The maximum weighted average stated final maturity of the total portfolio shall not exceed three years; and,

5. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City's investment objectives, constraints and risk tolerances. The City's current Benchmark will be documented by the City.

## **X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)**

- A. *Overall Objective:* The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.
- B. *Specific Objective:* The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index selected by the City.

## **XI. PROCEDURES AND INTERNAL CONTROLS**

### *A. Procedures*

The Administrative Services Director/City Treasurer will establish investment policy procedures to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Administrative Services Director/City Treasurer.

### *B. Internal Controls*

The Administrative Services Director/City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be described in the City's investment procedures manual.

## **XII. REPORTING, DISCLOSURE AND PROGRAM EVALUATION**

### *A. Monthly Reports*

Monthly investment reports will be submitted by the Administrative Services Director/City Treasurer to the governing board. These reports will disclose, at a minimum, the following information about the risk characteristics of the City's portfolio:

1. An asset listing showing par value, cost and accurate and complete market value of each security, type of investment, issuer, and interest rate;
2. Monthly transactions for the period;
3. A one-page summary report that shows:
  - a. Average maturity of the portfolio and modified duration of the portfolio;
  - b. Maturity distribution of the portfolio;
  - c. Average portfolio credit quality; and,
  - d. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months, year to date, and since inception compared to the Benchmark Index returns for the same periods.
4. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution; and,
5. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

*B. Annual Reports*

1. The investment policy will be reviewed and adopted at least annually within 120 days of the end of the fiscal year to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.
2. A comprehensive annual report will be presented in conjunction with the investment policy review. This report will include comparisons of the City's return to the Benchmark Index return, suggest policies and improvements that might enhance the investment program, and will include an investment plan for the coming year.

*C. Periodic Audit*

The Administrative Services Director/City Treasurer may establish a process of periodic independent review by an external expert to assure compliance with internal controls.

**XIII. REVIEW OF INVESTMENT POLICY**

This policy shall be subject to review by the City Council/Board on an annual basis. Any recommended modifications or amendments shall be presented by Staff to the City Council/Board for their consideration and adoption.

Prepared by:

\_\_\_\_\_  
Administrative Services Director/City Treasurer

Approved as to legal form:

\_\_\_\_\_  
Jennifer Lyon, Attorney at Law  
City Attorney

Approved:

\_\_\_\_\_  
James C. Janney, Mayor  
Governing Body

Date:

\_\_\_\_\_

## Appendix II

### GLOSSARY OF INVESTMENT TERMS

**Agencies.** Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

**FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

**FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

**FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

**FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

**GNMA.** The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

**PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

**TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

**Asked.** The price at which a seller offers to sell a security.

**Asset Backed Securities.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

**Average Life.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

**Banker’s Acceptance.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

**Benchmark.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

**Bid.** The price at which a buyer offers to buy a security.

- Broker.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.
- Callable.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.
- Certificate of Deposit (CD).** A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.
- Collateral.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.
- Collateralized Mortgage Obligations (CMO).** Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.
- Commercial Paper.** The short-term unsecured debt of corporations.
- Cost Yield.** The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.
- Coupon.** The rate of return at which interest is paid on a bond.
- Credit Risk.** The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.
- Current Yield.** The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.
- Dealer.** A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.
- Debenture.** A bond secured only by the general credit of the issuer.
- Delivery vs. Payment (DVP).** A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.
- Derivative.** Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.
- Discount.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon

rate is lower than the current market rate for securities of that maturity and/or quality.

**Diversification.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

**Duration.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

**Federal Funds Rate.** The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

**Federal Open Market Committee:** A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

**Leverage.** Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

**Liquidity:** The speed and ease with which an asset can be converted to cash.

**Make Whole Call.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**Margin:** The difference between the market value of a security and the loan a broker makes using that security as collateral.

**Market Risk.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

**Market Value.** The price at which a security can be traded.

**Marking to Market.** The process of posting current market values for securities in a portfolio.

**Maturity.** The final date upon which the principal of a security becomes due and payable.

**Medium Term Notes.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

**Modified Duration.** The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

**Money Market.** The market in which short-term debt instruments (Tbills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

**Mortgage Pass-Through Securities.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

**Municipal Securities.** Securities issued by state and local agencies to finance capital and operating expenses.

**Mutual Fund.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks,

bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

**Premium.** The difference between the par value of a bond and the cost of the bond, when the cost is above par.

**Prepayment Speed.** A measure of how quickly principal is repaid to investors in mortgage securities.

**Prepayment Window.** The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

**Primary Dealer.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

**Prudent Person (Prudent Investor) Rule.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

**Realized Yield.** The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

**Repurchase Agreement (RP, Repo).** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

**Safekeeping.** A service to bank customers whereby securities are held by the bank in the customer's name.

**Structured Note.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

**Total Rate of Return.** A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

**U.S. Treasury Obligations.** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**Treasury Bills.** All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month Tbills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

**Treasury Notes.** All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

**Treasury Bonds.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

**Yield to Maturity.** The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



Investment Report

# City of Imperial Beach

Period Ending  
September 30, 2013

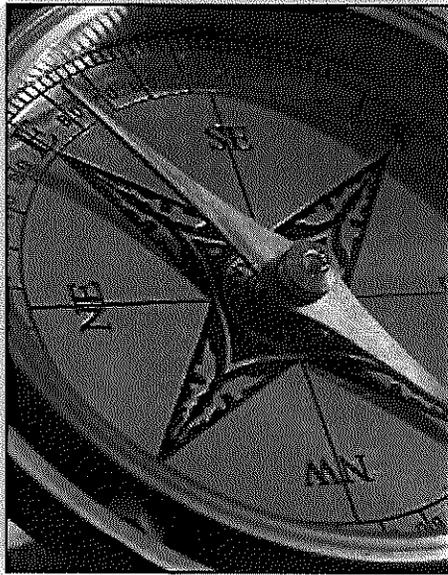


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**SECTION 1**

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**Economic Update**



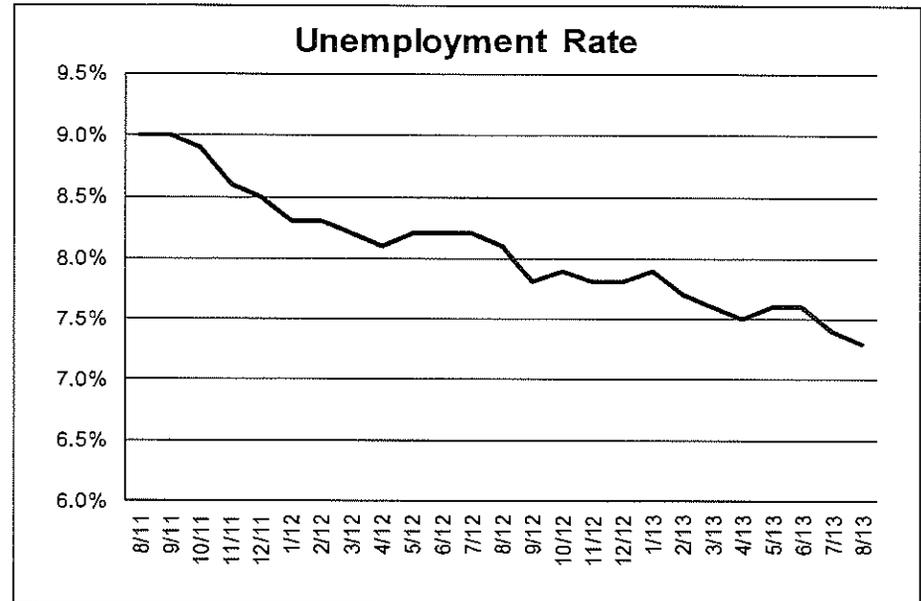
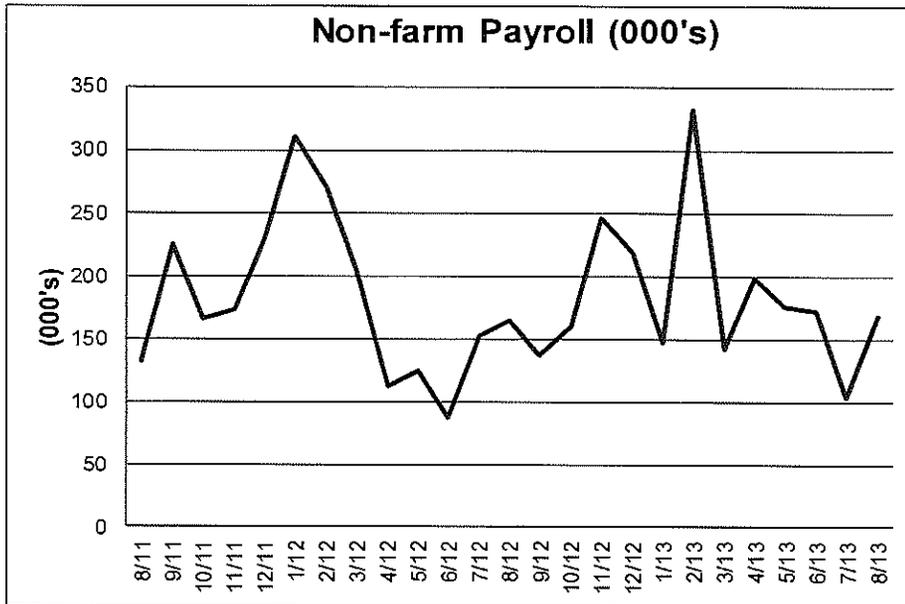
## Economic Update

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- Economic growth remains lackluster. The partial government shut-down coupled with the disagreement over the terms of increasing the US debt limit are likely to negatively impact GDP growth in the 4th quarter. Non-farm payrolls are typically released on the first Friday of every month and provide a high quality data source as an indication on the strength of the economy. Due to the government shut-down the data was not released on October 4th; market participants will rely on more seasoned data as well as secondary private data sources to make conclusions about the direction of the economy. Nonfarm payrolls were trending downward, with the three month moving average of 148k in August versus a three month moving average of 182k in June of this year. The ADP Employment report was released on October 2nd and came in below market expectations, printing at 166k versus estimates of 180k.
- Last month the markets were surprised by the Federal Reserve not announcing a reduction in the bond buying program (Quantitative Easing) at the September 18th Federal Open Market Committee (FOMC) meeting. Highly stimulative monetary policy remains in place as the Fed Funds rate remains at the 0.00 to 0.25% range and the Fed continues to buy a total of \$85 billion per month, split between Treasury and Mortgage Backed Securities. The Fed refrained from scaling back Quantitative Easing based on concerns about the strength and sustainability of the recovery; they are looking for more confirming positive data before changing policy. Verbal guidance from the Fed remains in place as Chairman Bernanke continues to assure investors that all policy changes will depend on the state of the economy and that the general thresholds for a reduction of monetary accommodation are an unemployment rate below 6.5% and/or expectations of above 2.0% inflation.
- During the past three months, the yield curve has steepened. This move has been driven by improving economic data as well as anticipation that the Fed will soon begin tapering its bond purchases. There isn't a clear consensus among Fed officials about when to begin unwinding quantitative easing, and they have emphasized that the timing will depend on the state of the economy.

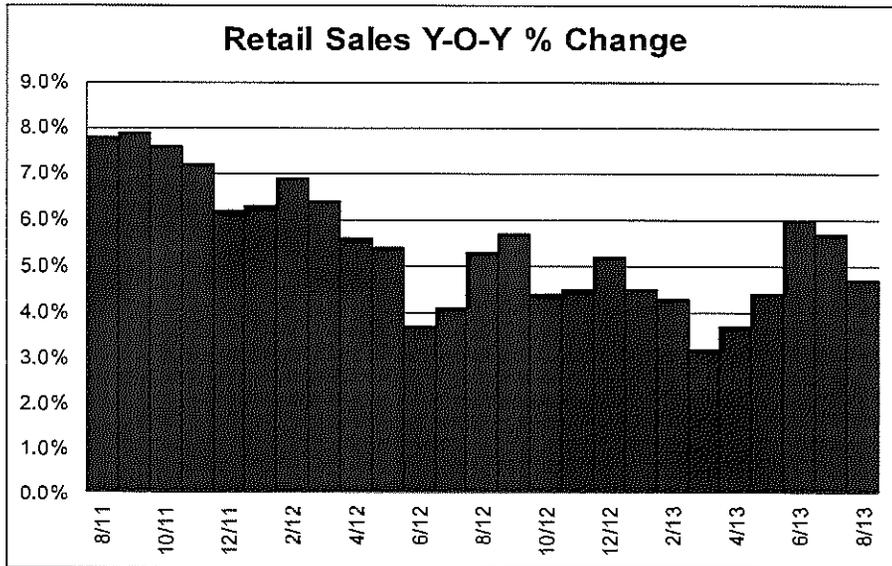


# Employment

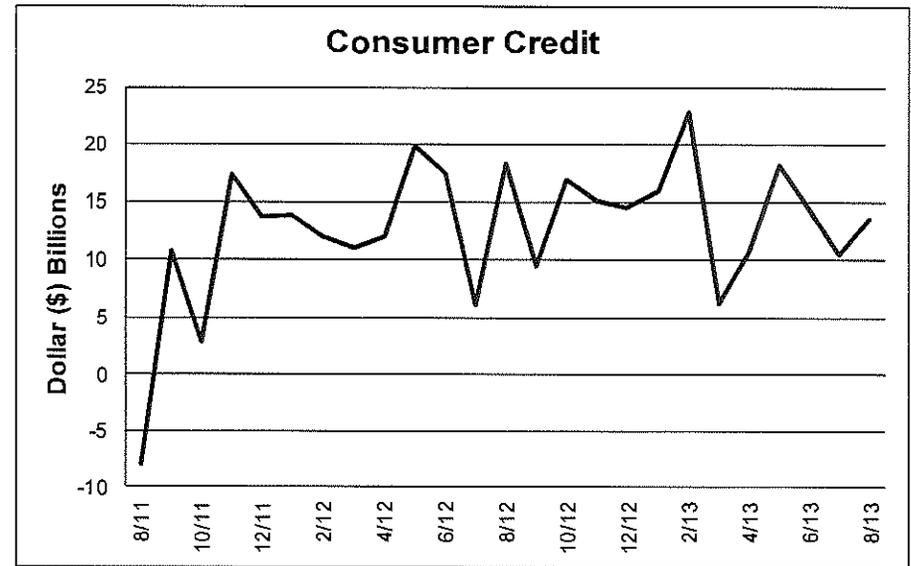


Source: U.S. Department of Labor

The August employment report was disappointing as payrolls increased by 169,000 vs. the 175,000 consensus estimate. The net revisions for job growth in June and July were -74,000. Average nonfarm payroll growth over the past 3 months has been about 148,000. Private payrolls increased 152,000 in August while government jobs rose 17,000. The unemployment rate declined to 7.3% from 7.4% due to a decline in the labor participation rate. Overall, the jobs report was lackluster.



Source: U.S. Department of Commerce

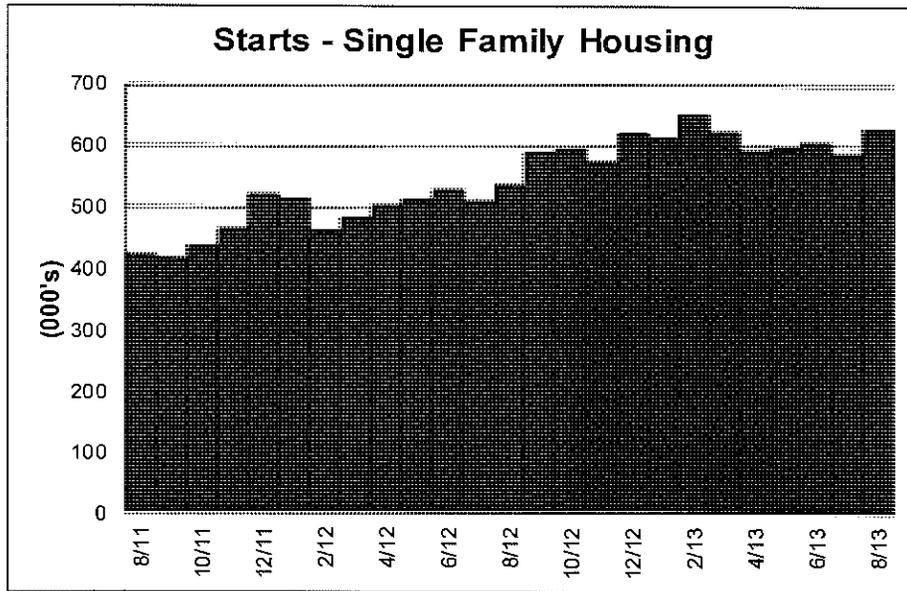


Source: Federal Reserve

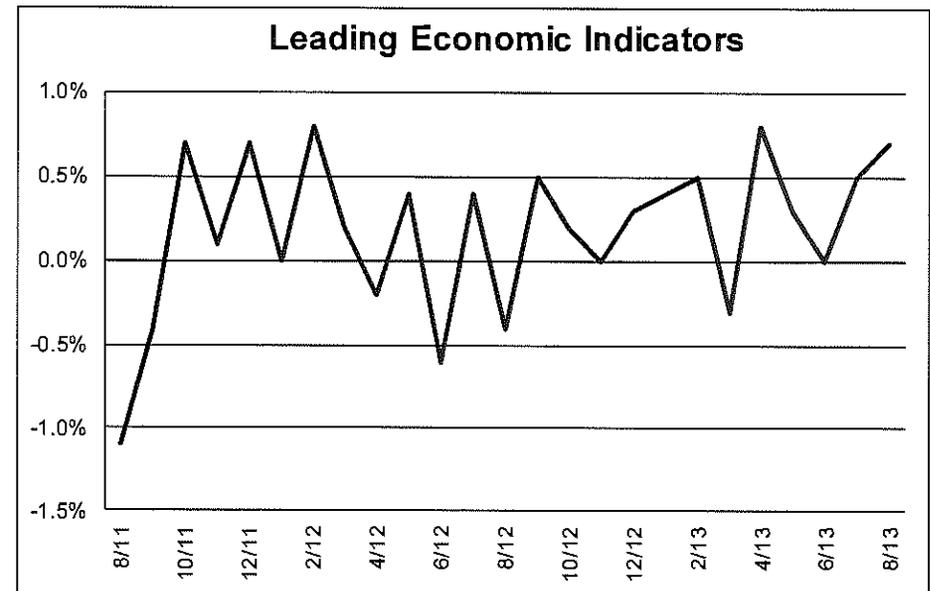
In August, Retail Sales rose 4.7% on a year-over-year basis. On a month-over-month basis, Retail Sales increased 0.2% in August which was below the 0.5% consensus forecast, however, the gain in July was revised up to 0.4% from 0.2%. Overall, recent consumer spending trends have been healthy, but not robust. Consumer Credit rose by \$13.6 billion in August, increasing from \$10.4 billion in July. All of the increase was in non-revolving credit (mostly student loans and car loans). Revolving credit (mostly credit cards) contracted by 0.9 billion in August. The year-over-year change for Consumer Credit was 5.9%.



# Broad Measures



Source: US Department of Commerce

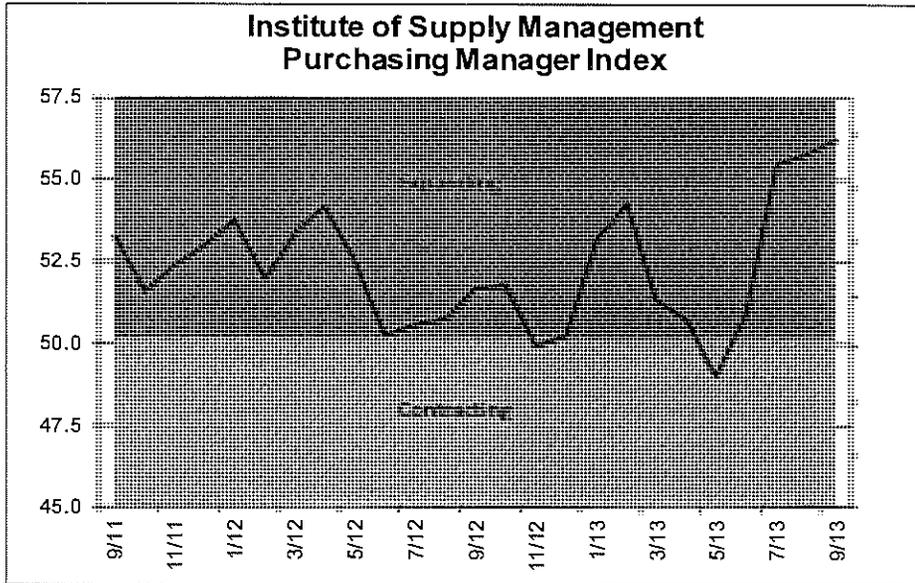


Source: The Conference Board

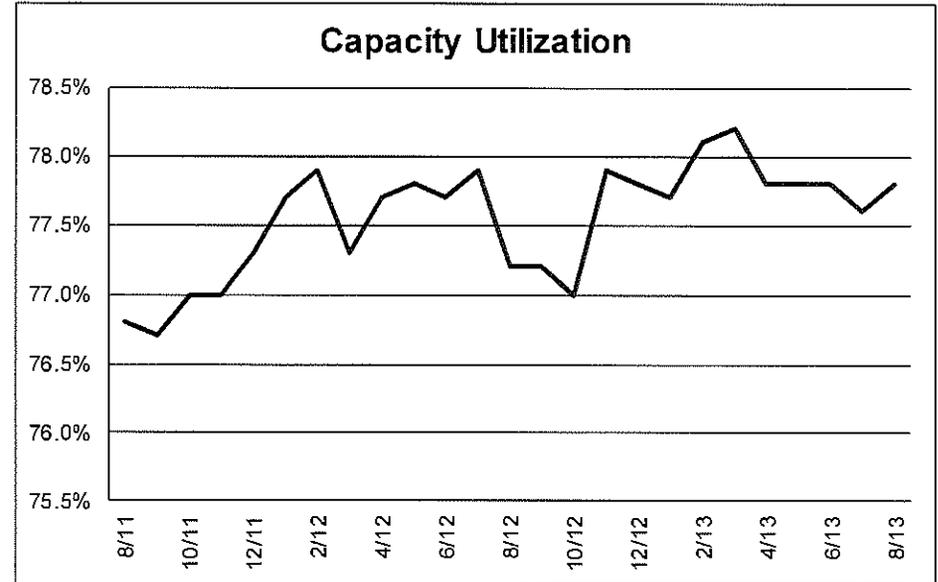
Single-family housing starts rose 7.0% in August to 628,000 from 587,000 in July. Housing permits fell 3.8% in July. Recent housing data has been mixed but mostly favorable. The index of Leading Economic Indicators (LEI) rose 0.7% in August following a 0.5% reading in July. Overall, the LEI index continues to point to slow economic growth.



# Manufacturing



Source: Institute for Supply Management

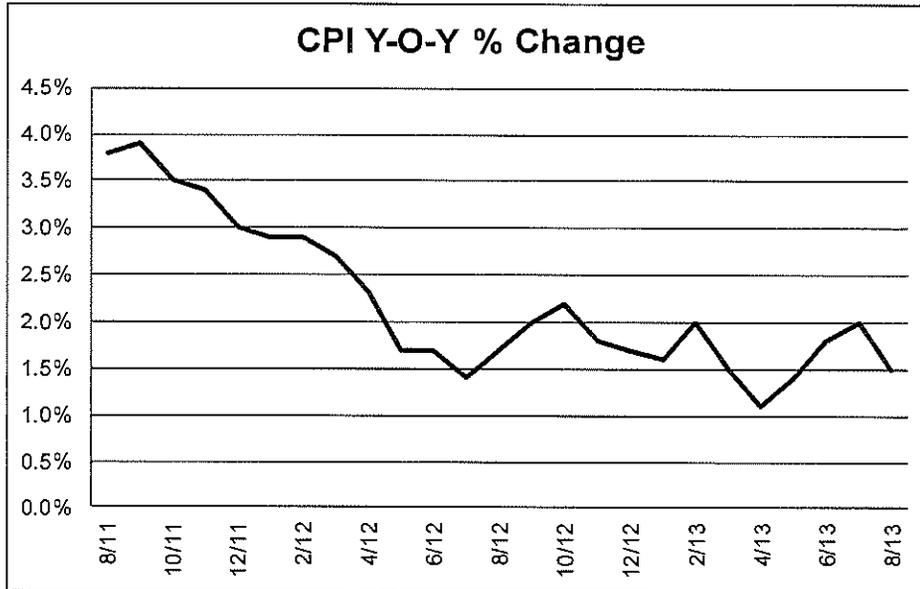


Source: Federal Reserve

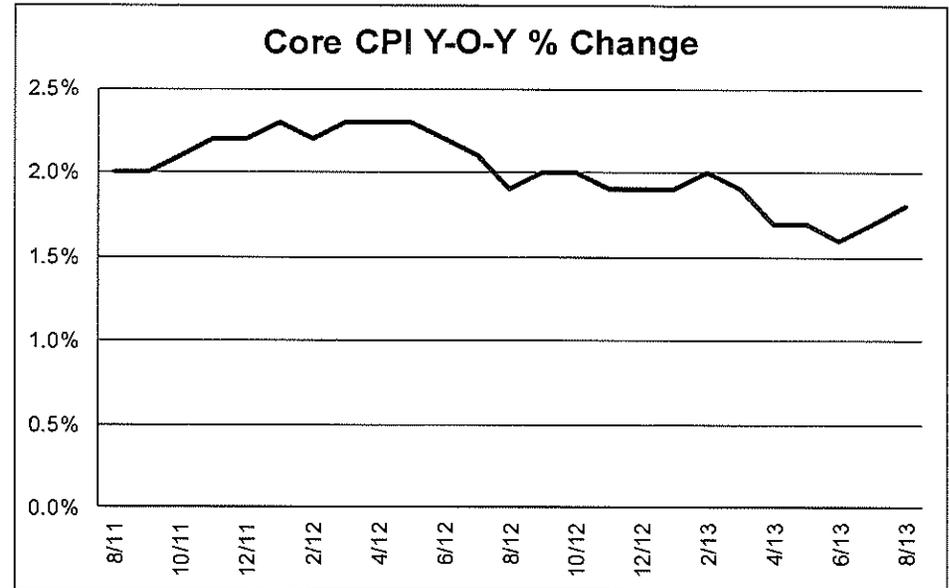
During September, the ISM Manufacturing Index increased to 56.2 from 55.7 in August. A reading above 50.0 is viewed as expansionary in the manufacturing sector, while a reading below 50.0 suggests contraction in the manufacturing sector. Capacity Utilization, which is production divided by capacity, moved slightly higher in August to 77.8% from 77.6% in July. The Capacity Utilization reading remains below the long-run average of 80.2% (1972-2012).



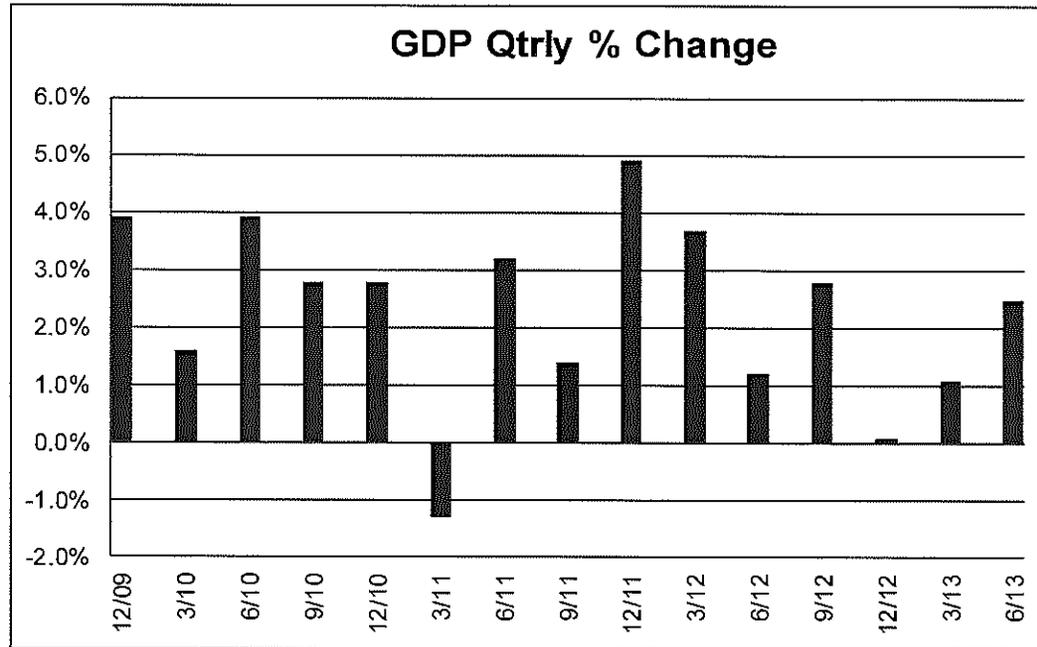
# Inflation



Source: US Department of Labor



In August, overall CPI inflation rose to 1.5% on a year-over-year basis from 2.0% in July. The year-over-year Core CPI (CPI less food and energy) rose slightly to 1.8% from 1.7%. The core inflation rate is still trending below the Fed's long-term goal of 2.0% and remains below the trigger rate for policy action of 2.5%.

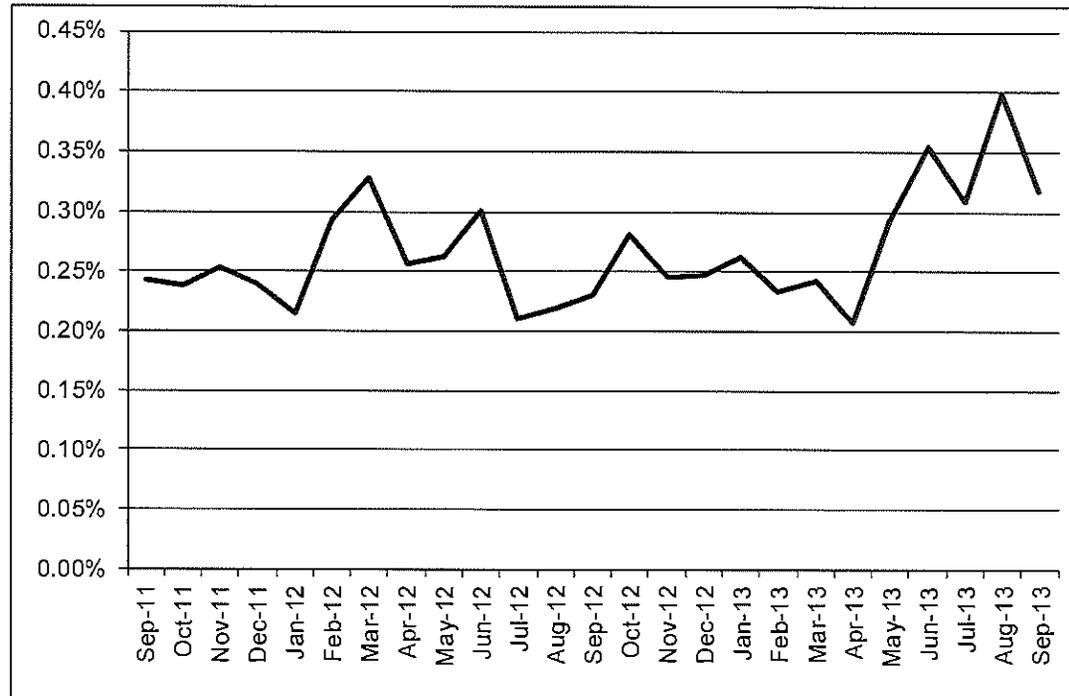


Source: U.S. Department of Commerce

The second estimate for real annualized GDP growth for the second quarter of 2013 was revised up to 2.5% from the preliminary estimate of 1.7%. Expectations were for 2.2%. This follows growth of just 1.1% in the first quarter. The upward revision to the 2Q GDP figure was mainly driven by an increase in net exports.



## Yield on the Two-Year Note September 2011 through September 2013



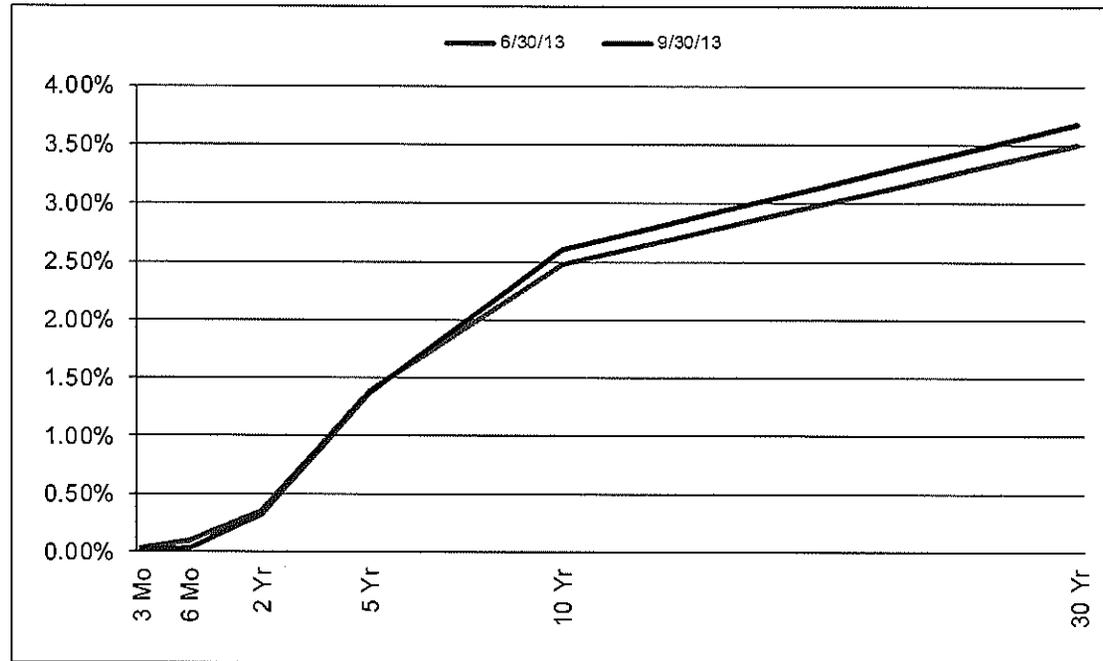
Source: Bloomberg

The yield on the two-year Treasury note declined in September after rising in August. Rates have become more volatile as the Fed delayed its winding down of quantitative easing and worries about a government shutdown and the debt ceiling deadline were serious concerns for the market. Market participants are still expecting the Fed to begin tapering its bond purchases later this year.



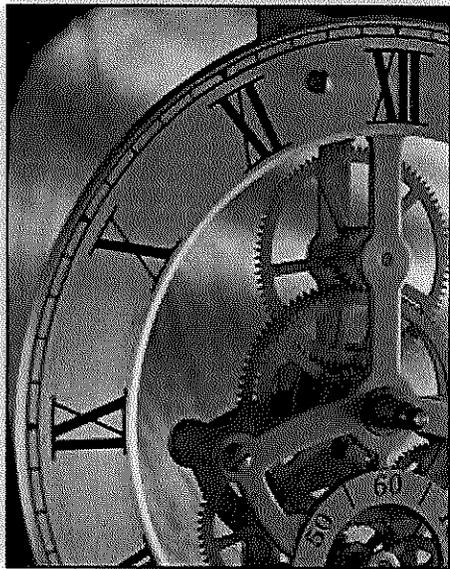
# Yield Curves

June 30, 2013 and September 30, 2013



Source: Bloomberg

During the past three months, the yield curve has steepened. This move has been driven by improving economic data as well as anticipation that the Fed will begin tapering its bond purchases. There isn't a clear consensus among Fed officials about when to begin unwinding quantitative easing, and they have emphasized that the timing will depend on the state of the economy.



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## SECTION 2

# ACCOUNT PROFILE

## **Investment Objectives**

The investment objectives of the City of Imperial Beach are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide adequate liquidity to meet all requirements which might be reasonably anticipated; and third, to earn a commensurate rate of return.

## **Chandler Asset Management Performance Objectives**

The performance objective of the City of Imperial Beach is to earn a return that equals or exceeds the return on an index of 1-3 Year US Treasury notes.

## **Strategy**

In order to achieve this objective, the portfolio invests in high-quality money market instruments, US Treasury securities, US agency securities and AA or higher rated Corporate medium term notes.


**City of Imperial Beach**
**September 30, 2013**
**COMPLIANCE WITH INVESTMENT POLICY**

*Assets managed by Chandler Asset Management are in full compliance with State law and the City's investment policy.*

<b>Category</b>	<b>Standard</b>	<b>Comment</b>
Treasury Issues	No limitations	Complies
Federal Agencies	No limitations	Complies
Banker's Acceptances	30% maximum; 5% per issuer; <180 days maturity	Complies
Commercial Paper	A-1+/P-1; 25% maximum; 5% per issuer (with MTNs); <270 days maturity	Complies
Medium Term Notes	"AA"-rated; 30% maximum; 5% per issuer (with CPs); 5 years maximum maturity	Complies*
Negotiable Certificates of Deposit	FDIC Insured Institutions; 30% maximum; 5% per issuer; 5 years maximum maturity	Complies
Money Market Mutual Funds	As permitted under California Gov't Code; 20% maximum; 5% per fund (Treasury & Agencies only)	Does Not Comply**
Time Deposits	25% maximum; 5% per issuer; 5 years maximum maturity	Complies
Local Agency Investment Fund	\$50 million per account	Complies
Maximum maturity	5 years	Complies

\*JP Morgan Chase represents 8.4% of the portfolio and is rated A2/A, however it was purchased prior to November 2012.

\*\* Money Market fund is currently at 5.17%, portfolio manager will be spending down the cash in October to bring it back into compliance.



# ACCOUNT PROFILE

## PORTFOLIO CHARACTERISTICS

### City of Imperial Beach

	09/30/2013		06/30/2013
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	1.85	1.97	2.80
Modified Duration	1.81	1.64	0.88
Average Purchase Yield	n/a	1.07 %	3.06 %
Average Market Yield	0.31 %	0.93 %	2.76 %
Average Quality**	AAA	AA+/Aa1	AA-/Aa1
Total Market Value		24,329,580	7,079,441

\* BAML 1-3 Year US Treasury Index

\*\* Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.

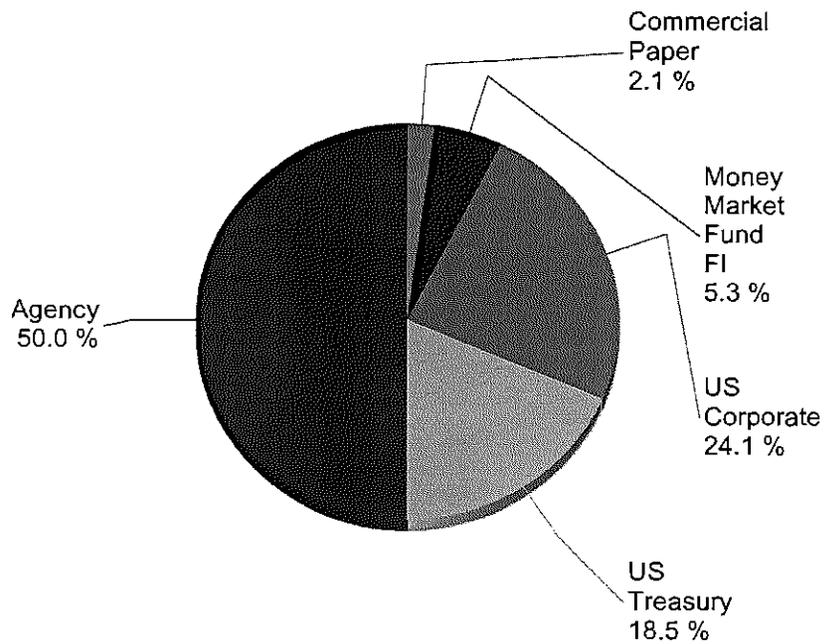
During the last three months, our portfolio activity consisted of investing a \$17.2 million contribution to the desired portfolio strategy and structure. Recent purchases included Treasuries, Agencies, and Corporate securities with maturities ranging from April 2014 through May 2017.



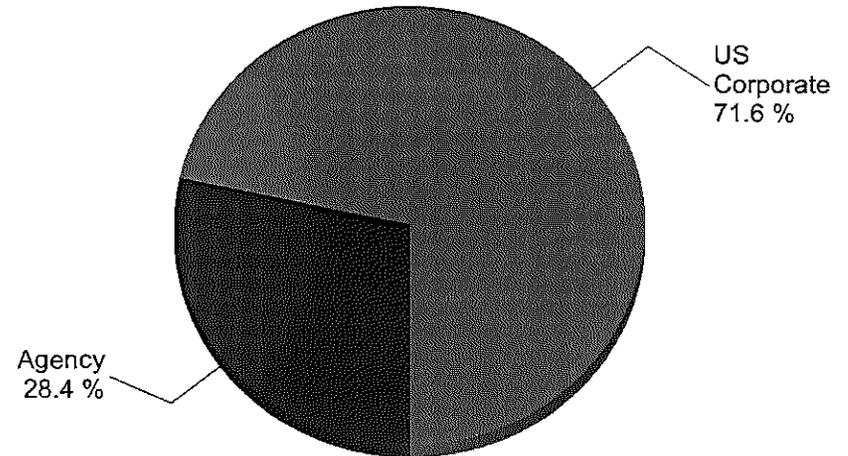
# SECTOR DISTRIBUTION

## City of Imperial Beach

September 30, 2013



June 30, 2013



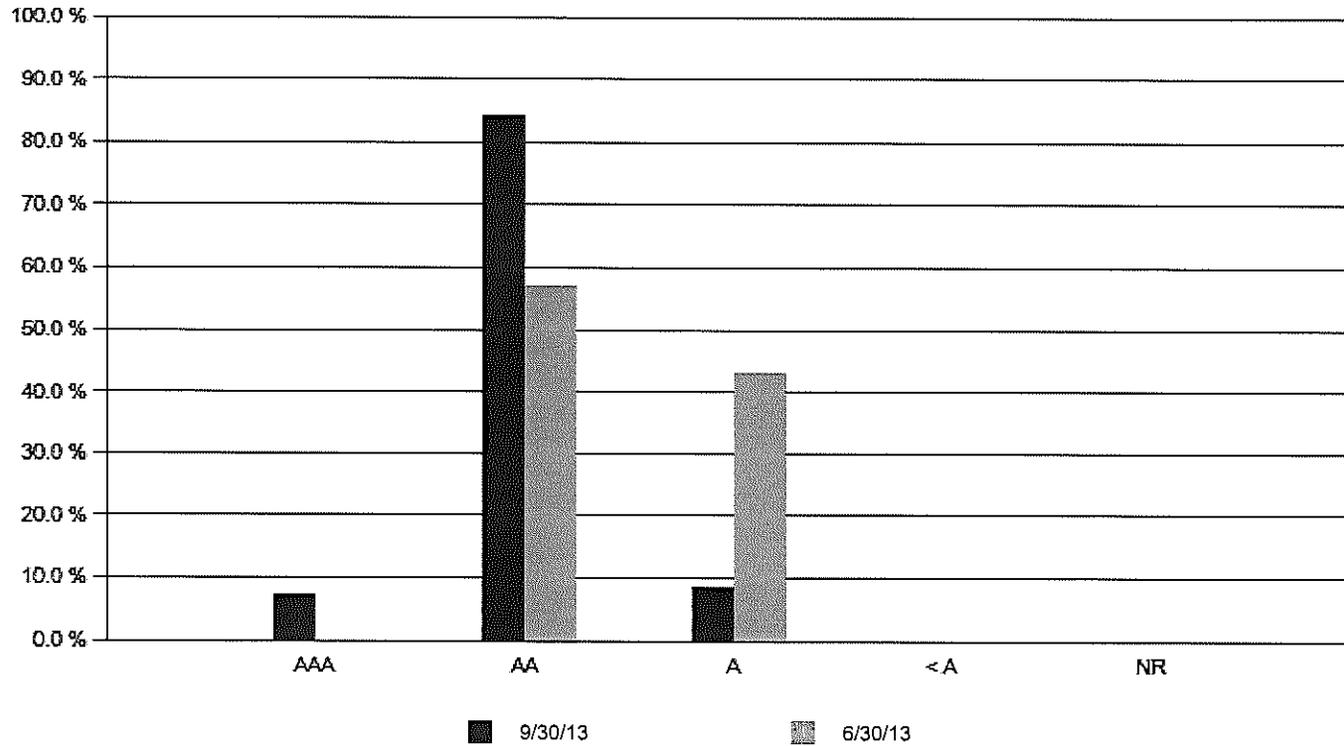
The portfolio sector allocation changed significantly as we implemented the City's investment strategy. We will continue to evaluate and optimize the sector allocation of the portfolio to changes in market conditions.



# QUALITY DISTRIBUTION

## City of Imperial Beach

September 30, 2013 vs. June 30, 2013



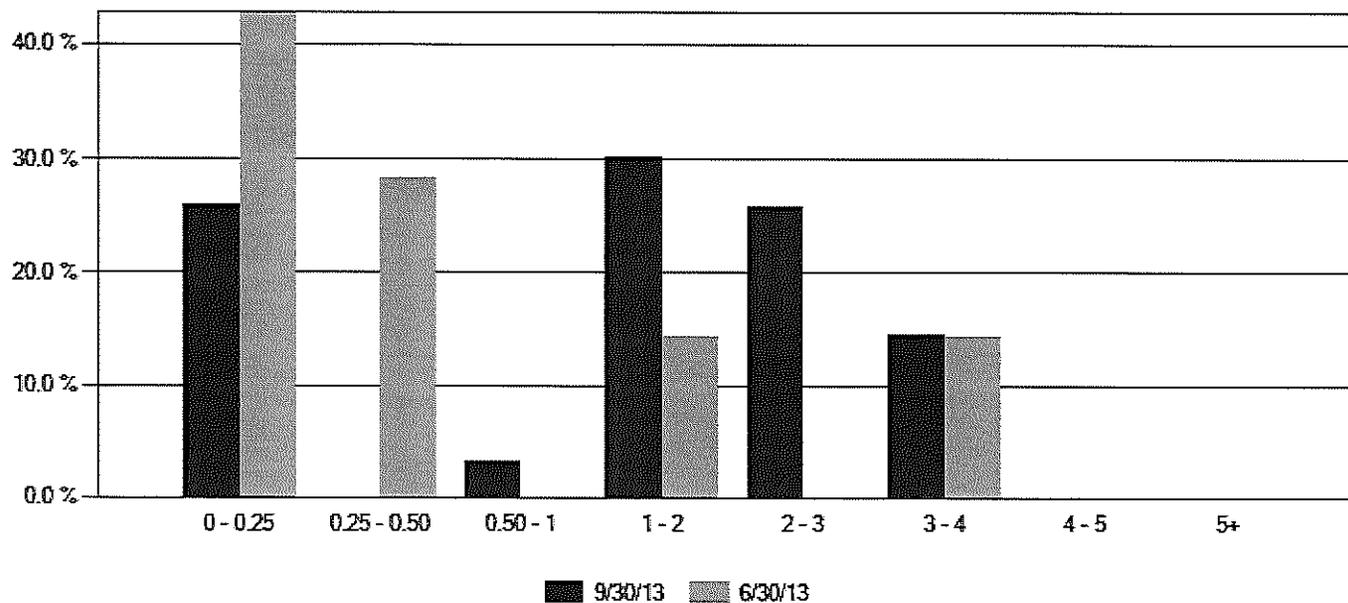
	AAA	AA	A	<A	NR
9/30/13	7.3 %	84.3 %	8.4 %	0.0 %	0.0 %
6/30/13	0.0 %	57.0 %	43.0 %	0.0 %	0.0 %

Source: S&P Ratings



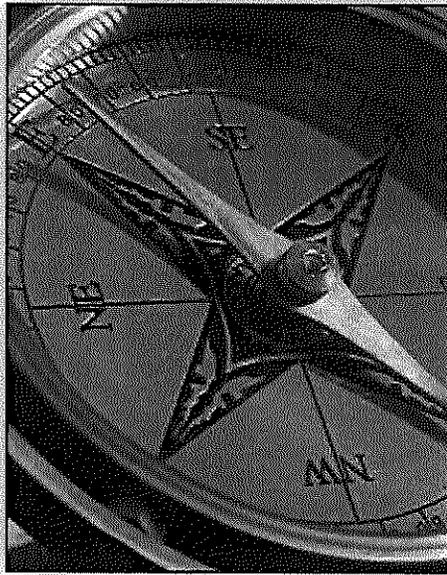
# DURATION DISTRIBUTION

**City of Imperial Beach**  
**September 30, 2013 vs. June 30, 2013**



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
<b>9/30/13</b>	26.0 %	0.0 %	3.2 %	30.3 %	25.9 %	14.5 %	0.0 %	0.0 %
<b>6/30/13</b>	42.9 %	28.4 %	0.0 %	14.4 %	0.0 %	14.4 %	0.0 %	0.0 %

The average duration of the portfolio remained close to that of the benchmark's duration. The market has recently been more volatile as the Federal Reserve has indicated they will reduce the amount of bond purchases, later this year, as part of the Quantitative Easing program. Nevertheless, the Federal Reserve is expected to maintain a highly stimulative monetary policy for the foreseeable future. We anticipate that the portfolio duration will remain close to the 1-3 Year Treasury benchmark in the coming quarters.



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## SECTION 3

# PORTFOLIO HOLDINGS



City of Imperial Beach  
Account #10188

**Issuer Report**

As of 9/30/2013

<b>Issue Name</b>	<b>Investment Type</b>	<b>% Portfolio</b>
Government of United States	US Treasury	18.51 %
Federal Home Loan Bank	Agency	14.36 %
Federal Home Loan Mortgage Corp	Agency	13.59 %
Federal National Mortgage Association	Agency	12.35 %
Federal Farm Credit Bank	Agency	9.74 %
JP Morgan Chase & Co	US Corporate	8.36 %
First American Govt Oblig Fund	Money Market Fund FI	5.29 %
Berkshire Hathaway	US Corporate	4.20 %
General Electric Co	US Corporate	4.13 %
Toyota Motor Corp	Commercial Paper	2.05 %
Procter & Gamble Company	US Corporate	1.50 %
Google Inc	US Corporate	1.50 %
Apple Inc	US Corporate	1.49 %
3M Company	US Corporate	1.46 %
ChevronTexaco Corp	US Corporate	1.45 %
<b>Total</b>		<b>100.00 %</b>



### Holdings Report

As of 9/30/13

CUSIP	Security Description	Par Value/Cnts	Purchase Date Book Yield	Cost Value Book Value	Yield Price Yield YTM	Market Value Adjusted Int.	% of Port. Current Cost	Rating Risk	Maturity Duration
313373KZ4	FHLB Note 1.07% Due 11/29/2013	2,000,000.00	05/06/2011 1.01 %	2,003,076.00 2,000,386.96	100.16 0.10 %	2,003,190.00 7,252.22	8.26 % 2,803.04	Aaa AA+	0.16 0.16
3137EACY3	FHLMC Note 0.75% Due 11/25/2014	500,000.00	08/13/2013 0.22 %	503,375.00 503,028.85	100.65 0.18 %	503,252.00 1,312.50	2.07 % 223.15	Aaa AA+	1.15 1.15
313381H24	FHLB Note 0.25% Due 1/16/2015	500,000.00	08/23/2013 0.27 %	499,880.00 499,888.50	100.04 0.22 %	500,214.50 260.42	2.06 % 326.00	Aaa AA+	1.30 1.29
3135G0HG1	FNMA Note 0.375% Due 3/16/2015	500,000.00	07/30/2013 0.27 %	500,840.00 500,750.91	100.17 0.26 %	500,839.50 78.13	2.06 % 88.59	Aaa AA+	1.46 1.46
3137EADD8	FHLMC Note 0.5% Due 4/17/2015	500,000.00	07/26/2013 0.26 %	502,075.00 501,863.20	100.35 0.27 %	501,759.50 1,138.89	2.07 % (103.70)	Aaa AA+	1.55 1.54
3133EANJ3	FFCB Note 0.5% Due 5/1/2015	500,000.00	07/19/2013 0.31 %	501,660.00 501,478.12	100.31 0.30 %	501,567.00 1,041.67	2.07 % 88.88	Aaa AA+	1.58 1.58
3135G0KM4	FNMA Note 0.5% Due 5/27/2015	500,000.00	08/20/2013 0.31 %	501,675.00 501,568.36	100.30 0.32 %	501,485.00 861.11	2.06 % (83.36)	Aaa AA+	1.65 1.65
3134G3Z60	FHLMC Callable Note 1X 12/19/13 0.42% Due 6/19/2015	290,000.00	07/19/2013 0.47 %	289,710.00 289,739.54	100.02 0.33 %	290,060.90 345.10	1.19 % 321.36	Aaa AA+	1.72 0.75
3135G0LN1	FNMA Note 0.5% Due 7/2/2015	500,000.00	08/07/2013 0.33 %	501,620.00 501,493.77	100.27 0.35 %	501,348.00 618.06	2.06 % (145.77)	Aaa AA+	1.75 1.75
3133ECHV9	FFCB Note 0.35% Due 7/30/2015	485,000.00	07/30/2013 0.32 %	485,300.70 485,274.75	99.97 0.37 %	484,862.75 287.63	1.99 % (412.00)	Aaa AA+	1.83 1.82
3133EADW5	FFCB Note 0.55% Due 8/17/2015	500,000.00	08/30/2013 0.43 %	501,155.00 501,103.45	100.12 0.49 %	500,575.50 336.11	2.06 % (527.95)	Aaa AA+	1.88 1.87
3134G3J76	FHLMC Note 0.45% Due 9/4/2015	500,000.00	08/13/2013 0.44 %	500,080.00 500,074.89	100.04 0.43 %	500,208.50 168.75	2.06 % 133.61	Aaa AA+	1.93 1.92
3135G0NV1	FNMA Note 0.5% Due 9/28/2015	500,000.00	07/26/2013 0.39 %	501,185.00 501,089.12	100.18 0.41 %	500,909.50 20.83	2.06 % (179.62)	Aaa AA+	1.99 1.98
31331J2S1	FFCB Note 1.5% Due 11/16/2015	370,000.00	08/20/2013 0.43 %	378,809.70 378,367.60	102.30 0.41 %	378,497.79 2,081.25	1.56 % 130.19	Aaa AA+	2.13 2.09
313380L96	FHLB Note 0.5% Due 11/20/2015	485,000.00	07/17/2013 0.45 %	485,562.60 485,515.66	100.01 0.50 %	485,030.56 882.43	2.00 % (485.10)	Aaa AA+	2.14 2.12
3135G0SB0	FNMA Note 0.375% Due 12/21/2015	500,000.00	07/17/2013 0.50 %	498,475.00 498,597.76	99.74 0.49 %	498,677.50 520.83	2.05 % 79.74	Aaa AA+	2.22 2.21
3135G0VA8	FNMA Note 0.5% Due 3/30/2016	500,000.00	07/18/2013 0.60 %	498,630.00 498,727.76	99.76 0.60 %	498,777.00 6.94	2.05 % 49.24	Aaa AA+	2.50 2.48
3137EADQ9	FHLMC Note 0.5% Due 5/13/2016	500,000.00	07/18/2013 0.64 %	498,015.00 498,150.56	99.74 0.60 %	498,704.50 958.33	2.05 % 553.94	Aaa AA+	2.62 2.59
3133834R9	FHLB Note 0.375% Due 6/24/2016	500,000.00	08/07/2013 0.58 %	497,105.00 497,253.74	99.47 0.57 %	497,365.50 505.21	2.05 % 111.76	Aaa AA+	2.73 2.71
3133ECWV2	FFCB Note 0.875% Due 12/7/2016	500,000.00	08/07/2013 0.87 %	500,130.00 500,124.23	100.12 0.84 %	500,593.00 656.25	2.06 % 468.77	Aaa AA+	3.19 3.13



### Holdings Report

As of 9/30/13

CUSIP	Security Description	Par Value/Units	Maturity Date Yield %	Cost Value Book Value	Bid Price Bid YTM	Market Value Accrued Int.	% of Port. Controlled	Moody S&P	Rated by Duration
3137EADC0	FHLMC Note 1% Due 3/8/2017	500,000.00	07/26/2013 0.99 %	500,160.00 500,152.23	100.31 0.91 %	501,552.00 319.44	2.06 % 1,399.77	Aaa AA+	3.44 3.37
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	500,000.00	08/07/2013 1.07 %	503,265.00 503,136.59	100.68 1.06 %	503,411.50 2,413.19	2.08 % 274.91	Aaa AA+	3.62 3.51
<b>Total Agency</b>		<b>12,130,000.00</b>	<b>0.57 %</b>	<b>12,151,784.00</b> <b>12,147,766.55</b>	<b>0.41 %</b>	<b>12,152,882.00</b> <b>22,065.29</b>	<b>50.04 %</b> <b>5,115.45</b>	<b>Aaa</b> <b>AA+</b>	<b>1.80</b> <b>1.76</b>

#### COMMERCIAL PAPER

89233HDP6	Toyota Motor Credit Discount CP 0.26% Due 4/23/2014	500,000.00	08/23/2013 0.26 %	499,133.34 499,263.34	99.85 0.26 %	499,263.34 0.00	2.05 % 0.00	P-1 A-1+	0.56 0.56
<b>Total Commercial Paper</b>		<b>500,000.00</b>	<b>0.26 %</b>	<b>499,133.34</b> <b>499,263.34</b>	<b>0.26 %</b>	<b>499,263.34</b> <b>0.00</b>	<b>2.05 %</b> <b>0.00</b>	<b>P1</b> <b>A-1+</b>	<b>0.56</b> <b>0.56</b>

#### MONEY MARKET FUND FI

31846V203	First American Govt Obligation Fund	1,287,364.73	Various 0.00 %	1,287,364.73 1,287,364.73	1.00 0.00 %	1,287,364.73 0.00	5.29 % 0.00	Aaa AAA	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>1,287,364.73</b>	<b>N/A</b>	<b>1,287,364.73</b> <b>1,287,364.73</b>	<b>0.00 %</b>	<b>1,287,364.73</b> <b>0.00</b>	<b>5.29 %</b> <b>0.00</b>	<b>Aaa</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>

#### US CORPORATE

36962G5B6	General Electric Capital Corp Floating Rate Note 0.9% Due 4/7/2014	1,000,000.00	01/25/2012 0.97 %	998,561.00 999,663.10	100.32 0.29 %	1,003,171.00 2,099.77	4.13 % 3,507.90	A1 AA+	0.52 0.02
742718DM8	Procter & Gamble Co Note 3.5% Due 2/15/2015	350,000.00	07/19/2013 0.45 %	366,541.00 364,542.18	104.06 0.53 %	364,210.35 1,565.28	1.50 % (331.83)	Aa3 AA-	1.38 1.35
037833AH3	Apple Inc Note 0.45% Due 5/3/2016	365,000.00	07/18/2013 0.72 %	362,335.50 362,519.26	99.30 0.72 %	362,446.46 675.25	1.49 % (72.80)	Aa1 AA+	2.59 2.57
38259PAC6	Google Inc Note 2.125% Due 5/19/2016	350,000.00	07/26/2013 0.72 %	363,604.50 362,779.98	103.64 0.73 %	362,741.05 2,727.08	1.50 % (38.93)	Aa2 AA	2.64 2.55
166764AC4	Chevron Corp. Note 0.889% Due 6/24/2016	350,000.00	07/19/2013 0.72 %	351,704.50 351,594.17	100.39 0.74 %	351,367.45 838.38	1.45 % (226.72)	Aa1 AA	2.73 2.69
88579YAD3	3M Co. Note 1.375% Due 9/29/2016	350,000.00	08/07/2013 0.83 %	355,827.50 355,572.80	101.77 0.78 %	356,204.80 26.74	1.46 % 632.00	Aa2 AA-	3.00 2.94
084670BD9	Berkshire Hathaway Note 1.9% Due 1/31/2017	1,000,000.00	04/11/2012 1.61 %	1,013,489.00 1,009,356.27	101.95 1.30 %	1,019,469.00 3,219.44	4.20 % 10,112.73	Aa2 AA	3.34 3.22
48125VLC2	JP Morgan Chase Floating Rate Note 6.41% Due 2/6/2017	2,000,000.00	02/01/2012 6.41 %	2,000,000.00 2,000,000.00	100.75 6.21 %	2,015,086.00 19,586.11	8.36 % 15,086.00	A2 A	3.36 0.10
<b>Total US Corporate</b>		<b>5,765,000.00</b>	<b>2.87 %</b>	<b>5,812,063.00</b> <b>5,806,027.76</b>	<b>2.64 %</b>	<b>5,834,696.11</b> <b>30,738.05</b>	<b>24.11 %</b> <b>28,668.35</b>	<b>A1</b> <b>AA-</b>	<b>2.59</b> <b>1.34</b>



### Holdings Report

As of 9/30/13

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Basis Book Value	Wkt Price Wkt YTM	Market Value Accrued Int	% of Fund Cash Cons	Rating S&P	Market Current
<b>US TREASURY</b>									
912828SU5	US Treasury Note 0.25% Due 5/15/2015	500,000.00	07/26/2013 0.28 %	499,747.77 499,772.42	99.99 0.25 %	499,961.00 472.15	2.06 % 188.58	Aaa AA+	1.62 1.62
912828TD2	US Treasury Note 0.25% Due 7/15/2015	500,000.00	07/19/2013 0.32 %	499,318.08 499,385.05	99.93 0.29 %	499,629.00 264.95	2.05 % 243.95	Aaa AA+	1.79 1.78
912828TK6	US Treasury Note 0.25% Due 8/15/2015	500,000.00	07/30/2013 0.33 %	499,142.30 499,213.68	99.90 0.30 %	499,492.00 159.65	2.05 % 278.32	Aaa AA+	1.87 1.87
912828TX8	US Treasury Note 0.375% Due 11/15/2015	500,000.00	08/20/2013 0.44 %	499,298.55 499,333.79	100.01 0.37 %	500,039.00 708.22	2.06 % 705.21	Aaa AA+	2.13 2.11
912828UC2	US Treasury Note 0.25% Due 12/15/2015	500,000.00	07/18/2013 0.44 %	497,755.58 497,935.13	99.71 0.38 %	498,554.50 368.85	2.05 % 619.37	Aaa AA+	2.21 2.20
912828UG3	US Treasury Note 0.375% Due 1/15/2016	500,000.00	07/17/2013 0.45 %	499,044.64 499,119.43	99.94 0.40 %	499,687.50 397.42	2.06 % 568.07	Aaa AA+	2.29 2.28
912828VC1	US Treasury Note 0.25% Due 5/15/2016	500,000.00	08/07/2013 0.53 %	496,173.55 496,377.93	99.34 0.50 %	496,719.00 472.15	2.04 % 341.07	Aaa AA+	2.62 2.61
912828RU6	US Treasury Note 0.875% Due 11/30/2016	500,000.00	08/07/2013 0.74 %	502,228.24 502,128.80	100.45 0.73 %	502,226.50 1,470.29	2.07 % 97.70	Aaa AA+	3.17 3.11
912828SC5	US Treasury Note 0.875% Due 1/31/2017	500,000.00	07/17/2013 0.83 %	500,861.05 500,813.62	100.24 0.80 %	501,211.00 737.09	2.06 % 397.38	Aaa AA+	3.34 3.28
<b>Total US Treasury</b>		<b>4,500,000.00</b>	<b>0.48 %</b>	<b>4,493,569.76</b> <b>4,494,079.85</b>	<b>0.45 %</b>	<b>4,497,519.50</b> <b>5,050.77</b>	<b>18.51 %</b> <b>3,439.65</b>	<b>Aaa</b> <b>AA+</b>	<b>2.34</b> <b>2.32</b>
<b>TOTAL PORTFOLIO</b>		<b>24,182,364.73</b>	<b>1.07 %</b>	<b>24,243,914.83</b> <b>24,234,502.23</b>	<b>0.93 %</b>	<b>24,271,725.68</b> <b>57,854.11</b>	<b>100.00 %</b> <b>37,223.45</b>	<b>Aa1</b> <b>AA+</b>	<b>1.97</b> <b>1.64</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>24,329,579.79</b>			



STAFF REPORT  
IMPERIAL BEACH REDEVELOPMENT  
AGENCY SUCCESSOR AGENCY

TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD  
FROM: ANDY HALL, EXECUTIVE DIRECTOR *AH*  
MEETING DATE: NOVEMBER 6, 2013  
ORIGINATING DEPT.: GREGORY WADE, DEPUTY EXECUTIVE DIRECTOR *GW*  
SUBJECT: ADOPTION OF RESOLUTION NO. SA-13-34 APPROVING AN AS-NEEDED PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM KANE, BALLMER & BERKMAN

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**EXECUTIVE SUMMARY:**

Successor Agency staff requests that the Successor Agency Board adopt Resolution No. SA-13-34 authorizing the Executive Director to execute a Professional Services Agreement with the law firm of Kane, Ballmer & Berkman to provide specialized legal services.

**BACKGROUND:**

The law firm of Kane, Ballmer & Berkman has provided specialized legal services related to redevelopment matters and projects to the former Redevelopment Agency and the Imperial Beach Redevelopment Agency Successor Agency (the "Successor Agency") for a number of years. The law firm has provided necessary and extensive legal advice related to the Redevelopment Dissolution process over the last two years. The current legal services agreement with Kane, Ballmer & Berkman was entered into with the City on May 4, 2011. The term of that agreement was to expire after completion of the Scope of Services. Although the services are on-going and still required, the maximum amount of the contract has been reached and, therefore, a new contract must be approved. Additionally, staff is recommending that a separate agreement be executed between the Successor Agency and Kane, Ballmer & Berkman. Further, Kane, Ballmer & Berkman also provide services on behalf of the Imperial Beach Housing Authority (the "Housing Authority"), acting both as the City's Housing Authority and as the Successor Housing Entity to the former Redevelopment Agency, and the City. Therefore, companion agreements are also being considered on today's agenda for the City and the Housing Authority.

**ANALYSIS:**

The proposed Professional Services Agreement with the Successor Agency is to provide specialized legal services on an as-needed basis. The proposed agreement will allow the Successor Agency to obtain specialized legal advice related to former RDA projects, the Redevelopment Dissolution process and services required by the Successor Agency involving proceedings or actions under the California Community Redevelopment Law and the California Housing Authorities Law. Although not required by the Dissolution Act, it is recommended that, if approved by the Successor Agency, the Professional Services Agreement, prior to execution,

be submitted to the Oversight Board for approval and then, if approved by the Oversight Board, submitted to the California Department of Finance for review (and approval if review timely requested). Obtaining such approvals may support the Successor Agency's requests for funding the legal services included on subsequent Recognized Obligation Payment Schedules.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

All attorney work for the Successor Agency will be billed at the same rate of up to \$275.00 per hour. The Successor Agency has budgeted for legal costs as needed in its biannual administrative budgets, which requires approval by the Oversight Board and the State Department of Finance.

**RECOMMENDATION:**

Staff recommends that the Imperial Beach Redevelopment Agency Successor Agency Board adopt Resolution No. SA-13-34 and authorize the Executive Director to execute a Professional Services Agreement with the law firm of Kane, Ballmer & Berkman to provide specialized legal services on an as-needed basis.

Attachments:

1. Resolution No. SA-13-34
2. Successor Agency Professional Services Agreement

RESOLUTION NO. SA-13-34

**A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KANE, BALLMER & BERKMAN FOR SPECIALIZED LEGAL SERVICES**

**WHEREAS**, the Imperial Beach Redevelopment Agency Successor Agency (the "Successor Agency") desires effective, efficient, and cost effective specialized legal services; and

**WHEREAS**, the current Agreement with the law firm was executed on May 4, 2011; and

**WHEREAS**, the Successor Agency now wishes to enter into a new agreement because it is necessary and convenient for the management of Successor Agency affairs; and

**WHEREAS**, Kane, Ballmer & Berkman will perform these services and responsibilities as stated in the Agreement.

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

1. The above-listed recitals are true and correct and are hereby incorporated as findings.
2. The Board hereby approves the Professional Services Agreement with Kane, Ballmer & Berkman.
3. The Board hereby authorizes and directs the Executive Director to execute said Professional Services Agreement for and on behalf of the Imperial Beach Redevelopment Agency Successor Agency upon taking any necessary steps for approval as required by law.

**PASSED, APPROVED, AND ADOPTED** by the Board of Directors of the Imperial Beach Redevelopment Agency Successor Agency at its meeting held on the 6th day of November 2013, by the following vote:

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

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**JAMES C. JANNEY, CHAIR**

**ATTEST:**

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



Imperial Beach Redevelopment Agency Successor Agency  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FOR SPECIALIZED LEGAL SERVICES**

This Agreement, entered into this \_\_\_\_ day of November, 2013, by and between the IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY (hereinafter referred to as "SUCCESSOR AGENCY") and KANE, BALLMER & BERKMAN (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

**RECITALS**

WHEREAS, SUCCESSOR AGENCY desires to employ CONSULTANT to furnish professional specialized legal services ("PROFESSIONAL SERVICES"); and

WHEREAS, the SUCCESSOR AGENCY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by SUCCESSOR AGENCY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT will conduct all the work as described and detailed in this Agreement to be provided to the SUCCESSOR AGENCY; and

WHEREAS, Kane, Ballmer & Berkman has efficiently and effectively represented the SUCCESSOR AGENCY as special legal counsel on redevelopment and post-redevelopment issues; and

WHEREAS, the SUCCESSOR AGENCY's previous agreement(s) with CONSULTANT must be extended; and

WHEREAS, the SUCCESSOR AGENCY 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 SUCCESSOR AGENCY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

**Section 1. EMPLOYMENT OF CONSULTANT.**

SUCCESSOR AGENCY 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.**

2.1 CONSULTANT shall provide services on an as-needed basis and as requested by SUCCESSOR AGENCY as described in Exhibit "A" entitled "Scope of Services," attached hereto and made a part hereof.

2.2 As additional consideration, CONSULTANT and SUCCESSOR AGENCY agree to abide by the terms and conditions contained in this Agreement.

2.3 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 SUCCESSOR AGENCY, that are necessary or proper to complete the work and provide the required PROFESSIONAL SERVICES.

2.4 CONSULTANT shall be compensated for work completed on an as-needed basis for basic services rendered under this Section 2, at the rates as more particularly described in Exhibit "B" entitled "Fees." CONSULTANT shall be compensated for additional services only upon prior written approval of SUCCESSOR AGENCY.

2.5 CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by SUCCESSOR AGENCY within thirty (30) days of receipt of invoice. SUCCESSOR AGENCY agrees that the CONSULTANT's billings are correct unless SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY disputes part or all of an invoice, SUCCESSOR AGENCY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

### **Section 3. TERM.**

The PROFESSIONAL SERVICES provided under this Agreement shall begin on the effective date of this Agreement as noted above provided that the SUCCESSOR AGENCY obtains approval or ratification from the Oversight Board for the Imperial Beach Redevelopment Agency Successor Agency and the California State Department of Finance, if required, and end upon termination of the Agreement as more particularly described under and pursuant to Section 13 of this Agreement.

### **Section 4. CHANGES.**

SUCCESSOR AGENCY may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT's compensation and/or contract time shall be made, subject to the SUCCESSOR AGENCY's approval. All such changes shall be authorized in writing, executed by CONSULTANT and SUCCESSOR AGENCY.

### **Section 5. 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 SUCCESSOR AGENCY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to SUCCESSOR AGENCY.

### **Section 6. AUDIT OF RECORDS.**

6.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of SUCCESSOR AGENCY for examination all of its records with respect to all matters covered by this Agreement and shall permit SUCCESSOR AGENCY 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.

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

#### **Section 7. NO ASSIGNMENTS.**

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

#### **Section 8. 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 SUCCESSOR AGENCY. SUCCESSOR AGENCY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 9. LICENSES, PERMITS, ETC.**

CONSULTANT represents and declares to SUCCESSOR AGENCY 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 SUCCESSOR AGENCY 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 10. INSURANCE.**

10.1 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 SUCCESSOR AGENCY's Risk Manager.

10.2 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 SUCCESSOR AGENCY 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.

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

10.3.1  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.

10.3.2  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).

10.3.3  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 SUCCESSOR AGENCY and its respective elected officials, officers, employees, agents and representatives.

10.3.4  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 SUCCESSOR AGENCY's exposure to loss. All defense costs shall be outside the limits of the policy.

10.4 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 SUCCESSOR AGENCY. At the option of the SUCCESSOR AGENCY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the SUCCESSOR AGENCY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

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

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

10.6 Verification of Coverage. CONSULTANT shall furnish the SUCCESSOR AGENCY with original certificates and amendatory endorsements effecting coverage required by this Section 10. The endorsement should be on forms provided by the SUCCESSOR AGENCY or on other than the SUCCESSOR AGENCY's forms provided those endorsements conform to SUCCESSOR AGENCY requirements. All certificates and endorsements are to be received and approved by the SUCCESSOR AGENCY before work commences. The SUCCESSOR AGENCY 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.

10.7 Successor Agency Options. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, SUCCESSOR AGENCY 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 SUCCESSOR AGENCY pursuant to the terms of this Agreement.

#### **Section 11. CONSULTANT NOT AN AGENT.**

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

#### **Section 12. INDEMNITY.**

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY incurs or makes to or on behalf of an injured employee under the SUCCESSOR AGENCY'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 13. TERMINATION.**

Either party may terminate this Agreement at any time by giving ten (10) calendar days written notice to the other party of such termination and specifying the effective date thereof at least ten (10) calendar days before the effective date of such termination. In the event of a termination by SUCCESSOR AGENCY, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of SUCCESSOR AGENCY, become the property of SUCCESSOR AGENCY. If this Agreement is terminated by SUCCESSOR AGENCY 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, SUCCESSOR AGENCY 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 14. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation. 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 SUCCESSOR AGENCY setting forth the provisions of this non-discrimination clause.

#### **Section 15. GENERAL CONDITIONS.**

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 SUCCESSOR AGENCY.

#### **Section 16. OFFICE SPACE AND CLERICAL SUPPORT.**

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

#### **Section 17. CONFIDENTIAL RELATIONSHIP.**

SUCCESSOR AGENCY 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 SUCCESSOR AGENCY. 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 17, 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 SUCCESSOR AGENCY. 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 18. MEDIATION.**

In the event of a dispute between SUCCESSOR AGENCY 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, SUCCESSOR AGENCY 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 19. 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:

Andy Hall Executive Director Imperial Beach Redevelopment Agency Successor Agency 825 Imperial Beach Blvd. Imperial Beach CA 91932	Kendall D. Berkey Kane, Ballmer & Berkman 402 West Broadway, 4th Floor 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 20. 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 Section 394.

**Section 21. 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 22. 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 23. 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 24. 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 25. 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 SUCCESSOR AGENCY. 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 26. 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 SUCCESSOR AGENCY. 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 SUCCESSOR AGENCY 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 SUCCESSOR AGENCY that CONSULTANT has been determined by the SUCCESSOR AGENCY to have a reporting requirement under the Political Reform Act, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the SUCCESSOR AGENCY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk .

**Section 27. NO WAIVER.**

No failure of either the SUCCESSOR AGENCY 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 28. 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 29. 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 30. EXHIBITS INCORPORATED.**

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

**Section 31. 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.

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

IMPERIAL BEACH REDEVELOPMENT AGENCY  
SUCCESSOR AGENCY

CONSULTANT/CONSULTANT:

\_\_\_\_\_  
Andy Hall, Executive Director

\_\_\_\_\_  
Name/Title of Signatory

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jennifer Lyon, Agency Counsel

\_\_\_\_\_  
Gregory Wade, Deputy Executive Director

## EXHIBIT "A"

### SCOPE OF SERVICES

When and as directed by the SUCCESSOR AGENCY, the CONSULTANT shall perform legal services for and on behalf of the SUCCESSOR AGENCY in connection with the SUCCESSOR AGENCY's responsibilities, proceedings or actions under the California Community Redevelopment Law and the Dissolution Act (defined herein as Assembly Bill No. X1 26 (2011-2012 1<sup>st</sup> Ex. Sess.), as amended and as may be amended), including, without limitation, rendering legal advice and consultation; furnishing written legal opinions; providing legal reviews and approvals of documents and instruments; negotiating, drafting and/or preparing legal documents and instruments; attending hearings, meetings, or other proceedings as necessary or required; and providing litigation services as necessary or required.

**EXHIBIT "B"**  
**Rate Schedule**

**KANE, BALLMER & BERKMAN,**  
**A Law Corporation**

**PUBLIC RATE SUMMARY**

Senior Principal	\$275/hour
Of Counsel	\$275/hour
Principal	\$275/hour
Senior Counsel	\$250/hour
Senior Associate	\$225/hour
Associate	\$200/hour
Paralegal	\$125/hour
Case Clerk	\$100/hour

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**CLASSIFICATION OF ATTORNEYS AND OTHER PROFESSIONALS**

<u>Name</u>	<u>Status</u>	<u>Billable Rate</u>
Murray O. Kane	Senior Principal	\$275/hour
Royce K. Jones	Senior Principal	\$275/hour
Susan Y. Apy	Principal	\$275/hour
Kendall DeMatteo Berkey	Principal	\$275/hour
Glenn F. Wasserman	Of Counsel	\$275/hour
Donald P. Johnson	Of Counsel	\$275/hour
Bruce Gridley	Senior Counsel	\$250/hour
Deborah L. Rhoads	Senior Counsel	\$250/hour
Todd C. Mooney	Senior Associate	\$225/hour
Guillermo A. Frías	Senior Associate	\$225/hour
Gustavo Lamanna	Associate	\$200/hour
Edward B. Kang	Associate	\$200/hour

NOTE: The same hourly rate is applicable to Court appearances.