



A G E N D A

IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PLANNING COMMISSION PUBLIC FINANCING AUTHORITY



AUGUST 3, 2011

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

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

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

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

CLOSED SESSION CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

CLOSED SESSION

- 1. CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to Government Code § 54957.6:
Agency Negotiator: City Manager
Employee organizations: Imperial Beach Firefighters' Association (IBFA)
- 2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Pursuant to Government Code Section 54956.9(b)(3)(E)
Significant Exposure to Litigation (1 case)
- 3. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Pursuant to Government Code Section 54956.9(b)(3)(A)
Significant Exposure to Litigation (1 case)

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

REGULAR MEETING CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

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

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

COMMUNICATIONS FROM CITY STAFF

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

PRESENTATIONS (1.1)

1.1* PRESENTATION ON THE EQUINOX CENTER'S FINDINGS FROM ITS 2011 SAN DIEGO REGIONAL QUALITY OF LIFE DASHBOARD. (0140-85)

* No Staff Report

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

2.1 MINUTES.

City Manager's Recommendation: Approve the minutes of the Regular City Council Meeting of May 18, 2011.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 78699 through 78783 with the subtotal amount of \$877,375.74 and Payroll Checks 44019 through 44057 for the pay period ending 07/14/11 with the subtotal amount of \$182,554.77 for a total amount of \$1,059,930.51.

2.3 RESOLUTION NO. 2011- 7065 – APPROVING AND ADOPTING A LETTER OF INTENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC. (0540-20)

City Manager's Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2011-7066 – REQUESTING FUNDS FROM THE CALIFORNIA COASTAL COMMISSION'S BEACH SAND REPLENISHMENT/MITIGATION FUND ADMINISTERED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) TO BE USED FOR THE REGIONAL BEACH SAND PROJECT (RBSP) II. (0220-70)

City Manager's Recommendation: Adopt resolution.

2.5 RESOLUTION NO. 2011-7064 – AUTHORIZING COOKING HOODS AGREEMENTS WITH IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS' SOFTBALL. (0920-40)

City Manager's Recommendation: Adopt resolution.

2.6 RESOLUTION NO. 2011-7067 – IMPLEMENTING PAY AND BENEFIT CHANGES FOR DEPARTMENT HEADS, MID-MANAGEMENT AND CONFIDENTIAL EMPLOYEES. (0520-60 & 0520-75)

City Manager's Recommendation: Adopt resolution.

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

None.

ORDINANCES – SECOND READING & ADOPTION (4.1)

4.1 ORDINANCE NO. 2011-1121 – AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM, SUBJECT TO CERTAIN CONDITIONS AND RESERVATIONS. (0640-05)

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2011-1121;
3. City Clerk reads title of Ordinance No. 2011-1121 “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM, SUBJECT TO CERTAIN CONDITIONS AND RESERVATIONS”; and
4. Motion to waive further reading of Ordinance No. 2011-1121 and to adopt by title only.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1-6.6)

6.1 REVIEW OF 13TH STREET RIGHT-OF-WAY PROPOSALS INCLUDING BIKE PATH, SIDEWALK, TRAVELED WAY AND PARKING FOR BIKEWAY VILLAGE. (0680-20)

City Manager's Recommendation:

1. Receive staff report;
2. Support the alternative in Attachment 1 of the Staff Report; and
3. Provide comment and direction on the possible use of Reverse “Back-In” Diagonal Parking on 13th Street between Cypress and Calla Avenues.

6.2 REDEVELOPMENT AGENCY ANNUAL UPDATE AND PROGRESS REPORT. (0640-90)

City Manager's Recommendation: Receive report and give staff direction as needed.

6.3 SKATE PARK RULES AND REGULATIONS. (0920-40)

City Manager's Recommendation:

1. Change the hours of operation to be open daily at 11:00 a.m. and close at 6:00 p.m. during Pacific Standard Time and 8:00 p.m. during Daylight Savings Time;
2. Consider whether or not to allow the use of razor scooters at the park;
3. Provide direction to staff to amend the Imperial Beach Municipal Code Chapter 12.56.055 relating to hours of operation and use of razor scooters; and
4. Endorse the idea of a community-based rewards and recognition system for the Skate Park created and implemented without City involvement.

6.4 RESOLUTION 2011-7063 – AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT; TO WIT - SPORTS PARK SKATE PARK ELEMENT PERIMETER FENCE (CIP P07-10A). (0920-40)

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolution.

6.5 VETERANS PARK HISTORY WALK DESIGN. (0920-70)

City Manager's Recommendation:

1. Receive report;
2. Receive City Staff presentation on the sign images;
3. Provide City staff direction on the signage text;
4. Affirm the maximum dollar value authorized for this project; and
5. Direct staff to return with the final signage design before awarding a contract or purchase order for this work.

Continued on Next Page

REPORTS (Continued)

6.6 ADDITION OF BICYCLE SHARROWS TO STREET IMPROVEMENTS RDA PHASE 3B CIP CONSTRUCTION PROJECT (S04-108). (0680-20)

City Manager's Recommendation:

1. Receive report;
2. Discuss the pros and cons of adding the Eco Bikeway striping to the Street Improvements RDA Phase 3B CIP project; and
3. Give direction to staff to either add the Eco Bikeway striping to the Street Improvements RDA Phase 3B project or to defer this striping to a future project.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURNMENT

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

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

Jacqueline M. Hald, MMC
City Clerk

MINUTES

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

MAY 18, 2011

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

***CLOSED SESSION MEETING – 5:30 P.M.
REGULAR MEETING – 6:00 P.M.***

CALL TO ORDER

MAYOR JANNEY called the Closed Session Meeting to order at 5:32 p.m.

ROLL CALL

Councilmembers present:	Spriggs, Bragg, King (arrived at 5:40 p.m.)
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem Present:	Bilbray
Staff present:	City Manager Brown; Deputy City Attorney Mendoza; City Clerk Hald

CLOSED SESSION

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADJOURN TO CLOSED SESSION UNDER:

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6:

Agency Negotiator:	City Manager
Employee organizations:	Imperial Beach Firefighters' Association (IBFA) Service Employees International Union (SEIU), Local 221 Unrepresented Employees Management

MOTION CARRIED BY THE FOLLOWING VOTE:

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

MAYOR JANNEY adjourned the meeting to Closed Session at 5:33 p.m. and he reconvened the meeting to Open Session at 6:06 p.m.; there was no reportable action.

REGULAR MEETING CALL TO ORDER

MAYOR JANNEY called the Regular Meeting to order at 6:07 p.m.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

None.

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

COUNCILMEMBER KING spoke about receiving positive feedback on the City's Code Enforcement Program; and he reported on his attendance at the SANDAG Board meeting where there was a discussion on the Regional Transportation Plan.

COUNCILMEMBER BRAGG reported on her attendance at a MTS meeting stating that ridership increased by 2.7% as a result of higher gas prices and there is a new text messaging feature for riders to find out the arrival times for buses or trolleys; she spoke about her attendance at the Seaside Point Neighborhood meeting with Navy Captain Lindsey regarding increased operations at the Naval Outlying Landing Field (NOLF) and announced noise complaints can now be reported online and by telephone.

MAYOR PRO TEM BILBRAY represented the City at a ribbon-cutting ceremony at the South Bay International Wastewater Treatment Plant for the upgrade of the plant to the level of secondary treatment.

MAYOR JANNEY thanked City staff for improving the City's website and making it user friendly.

COMMUNICATIONS FROM CITY STAFF

According to Navy environmental staff, CITY MANAGER BROWN stated a Record of Decision will be issued within 30 days of May 17.

MAYOR JANNEY suggested the City Manager explore the cost for installing a camera at the end of 5th Street and Iris Avenue to monitor the number of fights at NOLF.

PUBLIC COMMENT

DR. JAN KOONTZ complained about an incident involving the Sheriff's Department when she played music and displayed a sign at Triangle Park.

MAYOR JANNEY referred the matter to the City Manager.

PRESENTATIONS (1.1)

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

MAYOR JANNEY presented the Recycle All-Star Award Certificate and other premiums to Andy Riechkhoff and stated the EDCO check for \$100 will be sent to him by mail.

CONSENT CALENDAR (2.1 - 2.5)

MOTION BY BILBRAY, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS 2.1 THRU 2.5. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES.

Approved the minutes of the Regular City Council Meetings of March 2, 2011, March 16, 2011 and April 6, 2011 and the Special City Council Meeting of March 2, 2011.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 78187 through 78292 with the subtotal amount of \$699,347.29 and Payroll Checks 43780 through 43813 for the pay period ending 04/21/11 with the subtotal amount of \$153,250.60 for a total amount of \$852,597.89.

2.3 RESOLUTION NO. 2011-7038 ESTABLISHING A FILING FEE FOR PROCESSING MUNICIPAL INITIATIVE PETITIONS. (0430-95)

Adopted Resolution.

2.4 RESOLUTION NO. 2011-7042 APPROVING TIME EXTENSION FOR IB3D BY THE SEA/HARMON NELSON III (OWNER); REGULAR COASTAL DEVELOPMENT PERMIT (CP 070034), DESIGN REVIEW CASE (DRC 070035), SITE PLAN REVIEW (SPR 070036), AND TENTATIVE PARCEL MAP (TPM 070089) TO CONSTRUCT THREE NEW ATTACHED CONDOMINIUM UNITS LOCATED AT 1008 OCEAN LANE, IN THE R-1500/MU-2 (HIGH DENSITY RESIDENTIAL/SEACOAST MIXED USE OVERLAY) ZONE. MF 924. (0600-20)

Adopted Resolution.

2.5 RESOLUTION NO. 2011-7039 CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54 AND APPROVING COUNCIL POLICY 420. (0300-95 & 0410-95)

Adopted Resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4.1)

4.1 SECOND READING AND ADOPTION OF ORDINANCE NO. 2011-1116 TO CONSIDER ADOPTION OF THE SEWER SERVICE CHARGE FOR FISCAL YEAR 2012. (0830-95)

CITY MANAGER BROWN reported on the item.

MAYOR JANNEY called for the reading of the title of Ordinance No. 2011-1116.

CITY CLERK HALD read the title of Ordinance No. 2011-1116, an Ordinance of the City Council of the City of Imperial Beach, California, ADOPTING THE REVISED SEWER SERVICE RATES FOR SANITARY SEWER SERVICE AND AMENDING SECTION 13.06.140.B OF CHAPTER 13.06 OF THE IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SEWER SERVICE CHARGES – DESIGNATED.

MOTION BY KING, SECOND BY BRAGG, TO WAIVE FURTHER READING AND ADOPT ORDINANCE NO. 2011-1116. MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (5.1-5.2)

5.1 RESOLUTION NO. 2011-7040 FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 741 HICKORY COURT IS APPROPRIATE AND ASSESSING COSTS OF ABATEMENT, AN ADMINISTRATIVE FEE AND CIVIL PENALTIES. (0470-20)

A revised staff report and resolution were submitted as Last Minute Agenda Information.

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

CODE ENFORCEMENT OFFICER GARCIAS reported on the conditions of the property and the actions taken by staff as a result of unabated violations.

DONNA MUSIC explained why little maintenance has occurred, she spoke of the repairs that have been completed and requested additional time to continue with the repairs.

MAYOR JANNEY closed the public hearing.

City Council supported continuance of the public hearing to allow the property owner to continue with repairs to the property to achieve compliance.

DEPUTY CITY ATTORNEY MENDOZA stated the Municipal Code allows for continuation of a public hearing while keeping the public hearing open.

MAYOR JANNEY re-opened the public hearing and he stated fines will not accumulate between now and June 15, 2011.

MOTION BY BILBRAY, SECOND BY BRAGG, TO CONTINUE THE PUBLIC HEARING TO THE CITY COUNCIL MEETING OF JUNE 15, 2011. MOTION CARRIED UNANIMOUSLY.

5.2 AMENDMENT NO. 10-09/JULY 2011 TO THE TRANSNET EXTENSION LOCAL STREET AND ROAD PROGRAM OF PROJECTS (PROJECTS FOR FISCAL YEARS 2012-2016). (0680-80)

MAYOR JANNEY declared the public hearing open.

DEPUTY CITY ATTORNEY MENDOZA announced Councilmember King has an economic interest involving real property (his residence); he is disqualified from discussion of the item however there is an exception in the law that allows him to speak as a member of the public.

COUNCILMEMBER KING stepped down from the dais at 6:41 p.m. and sat in the audience.

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a PowerPoint presentation on the item and he reviewed a map displaying the street segments to be included in the RTIP.

JIM KING, speaking on his own behalf, requested the project on Daisy Ave. continue down to 4th Street in order to include the block that terminates at Corvina Ave. and he stated that a handicap ramp should be installed at the corner of 3rd Street.

PUBLIC WORKS DIRECTOR LEVIEN explained the process for selection of the street segments and spoke about difficulties due to limited funds.

MAYOR JANNEY closed the public hearing.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2011-7041 ADOPTING THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR FISCAL YEARS 2012 THROUGH 2016, AUTHORIZE THE PUBLIC WORKS DIRECTOR TO SUBMIT TRANSNET AMENDMENT TO SANDAG AND APPROVE THE RTIP PROJECTS BEING ADDED TO AND INCLUDED IN THE CITY OF IMPERIAL BEACH ADOPTED 5-YEAR TRANSNET CIP. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	BRAGG, SPRIGGS, BILBRAY, JANNEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
DISQUALIFIED:	COUNCILMEMBERS:	KING (DUE TO A POTENTIAL CONFLICT OF INTEREST)

MAYOR JANNEY stated he understood Councilmember King's concerns but due to limited funding the section he recommended cannot be added to the project at this time.

COUNCILMEMBER KING returned to the dais at 7:10 p.m.

REPORTS (6.1-6.8)

Consensus of City Council to take Item No. 6.2 before 6.1.

6.2 MONTHLY UPDATE REPORT ON THE REDEVELOPMENT OF THE SEACOAST INN HOTEL. (0660-43)

COUNCILMEMBER BRAGG announced she had a potential conflict of interest on the item due to the location of her previous employment and left the Council Chamber at 7:11 p.m.

CITY MANAGER BROWN introduced the item.

ALLISON ROLFE, Project Manager, reported on the status of the construction of the new hotel and the opening is planned for late Summer of 2012; in response to comments from a public speaker at a previous City Council meeting, she stated that it is a prevailing wage project, the contractor is required to ensure there are five journeymen hours for every one apprenticeship hour, all subcontractors are from San Diego County, Imperial Beach companies are used for catered meals; Pacifica prepared a vendor memo informing interested vendors to state: if the

company is woman or minority owned, the percentage of staff or subcontractors that live within Imperial Beach, the census information regarding minority employees, any efforts to assist the community of Imperial Beach regarding employment, economic development and minority services; and she spoke about the benefits as a result of receiving new market tax credits.

MAYOR JANNEY suggested Ms. Wolfe contact the Chamber of Commerce and Southbay Workforce Partnership to reach out to Imperial Beach residents for job opportunities.

COUNCILMEMBER BRAGG returned to Council Chambers at 7:20 p.m.

Consensus of City Council to take items in the following order 6.3, 6.6, and 6.1.

6.3 PROPOSED TERMS AND CONDITIONS OF THE PROPOSED DISPOSITION AND DEVELOPMENT AGREEMENT WITH SUDBERRY PROPERTIES, INC. FOR THE DEVELOPMENT OF THE 9TH & PALM REDEVELOPMENT PROJECT SITE. (0640-10)

CITY MANAGER BROWN introduced the item.

REDEVELOPMENT COORDINATOR SELBY gave a report on the item and submitted a revised site plan and diagram.

ESTEAN LENYOUN, Director of Urban Redevelopment for Sudberry, responded to City Council's concerns regarding future market conditions, drainage issues, traffic signals for the visually impaired and alley issues.

MOTION BY JANNEY, SECOND BY BRAGG, TO DIRECT STAFF TO DEVELOP A DISPOSITION AND DEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF THE 9TH & PALM REDEVELOPMENT PROJECT. MOTION CARRIED UNANIMOUSLY.

6.6 OUTDOOR USES UPDATE (MF 1048). (0610-95)

CITY MANAGER BROWN introduced the item.

ASSOCIATE PLANNER FOLTZ gave a PowerPoint presentation on the item.

In response to Councilmember Spriggs concerns, COMMUNITY DEVELOPMENT DIRECTOR WADE stated regulating outdoor sales on a zone by zone basis may lead to difficulties in enforcement and issues of equality and preferential treatment; other jurisdictions regulate similarly throughout their jurisdictions.

MARK SCHUMM, representing Glacier Water, spoke in support for outdoor sales; he reported 390 consumers visit their 12 locations in Imperial Beach every day.

ROGER SANDOVAL, representing 7-Eleven, spoke in favor of Redbox movie rental kiosks.

CHRISTOPHER WILSON, a 7-Eleven Business Consultant for the Imperial Beach area, submitted a petition with 365 signatures in support of outdoor sales; he claimed Redbox movie rentals have helped underperforming stores increase sales transactions.

In response to City Council's questions, concerns, and interest in pursuing outdoor vending regulations, COMMUNITY DEVELOPMENT DIRECTOR WADE stated vending regulations will be separated out for City Council's consideration and review due to the amount of time it will take to have the Coastal Commission review and approve outdoor sales regulations and permitted uses; With regard to preventing proliferation of vending machines, regulations can be specific to the type of business establishment in front of which vending machines can locate; For outdoor sales displays, they can be regulated based on the percentage of the frontage area with respect to the size of the retail store (larger buildings would have a larger area for display, smaller buildings would have smaller areas for display); He offered the following suggestions should City Council desire specific regulations for the Seacoast Drive area: require Design Review Board review; allow for vending machines in front of specific uses or for uses not located on Seacoast Dr., or prohibit them; and he stressed the need to be as direct as possible and not have regulations that promote what is not desired.

MAYOR JANNEY called a recess at 8:39 p.m. and reconvened the meeting to Open Session at 8:49 p.m.

ROLL CALL

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

Consensus of City Council to take Item No. 6.1, followed by 6.8.

6.1 DISCUSSION OF PROPOSED FISCAL YEAR 2011-12 AND 2012-13 OPERATING BUDGETS. (0330-30)

CITY MANAGER BROWN introduced the item.

FINANCE DIRECTOR MCGRANE gave a PowerPoint presentation on the item noting that although the proposed 2-year Budget is balanced, there are some unknown impacts from the State of California such as the proposed elimination of RDA and loss of jail booking fees and the COPS grant; he noted that the elimination of the RDA could have an impact of \$300,000.

CITY MANAGER BROWN announced a City Council workshop will be held next week to discuss the budget and sources of revenue.

MAYOR JANNEY announced that the item will return to City Council on June 15th.

6.8 CASH AND INVESTMENT REPORTS FOR THE QUARTER ENDED MARCH 31, 2011. (0300-90 & 0350-90)

FINANCE DIRECTOR MCGRANE gave a report on the item and suggested that a portion of the funds now with LAIF be invested in the County of San Diego's investment pool.

6.4 ECO-BIKEWAY CONSTRUCTION PROJECT – PALM AVENUE (3RD STREET TO 7TH STREET) AND 7TH STREET (BAYSHORE BIKEWAY TO PALM AVENUE). (0680-20)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a PowerPoint presentation detailing the history of the project.

City Council discussion included; a preference for seeking grant funds from SANDAG, opposition to cars parked along Palm Ave. between 3rd and 5th Streets, there was a suggestion to remove the traffic lights and stop signs and replace them with traffic circles and to be a model to other cities by making traffic flow along the main arterial streets a priority.

COUNCILMEMBER BRAGG spoke in opposition to the project due to the cost.

A majority of City Council supported direction to staff to proceed with grant applications as appropriate.

CITY MANAGER BROWN confirmed for the record that per City Council's direction staff will seek grant money to fund project.

6.7 SYSTEMATIC CODE COMPLIANCE PROGRAM UPDATE. (0470-95)

Item removed from the agenda.

6.5 UPDATE ON NEW STORM WATER PERMIT. (0770-85)

CITY MANAGER BROWN introduced the item.

ENVIRONMENTAL PROGRAM MANAGER HELMER gave a PowerPoint presentation on the item; he reported on the efforts of the San Diego County Copermittees and regional neighbors to influence the shape and content of the new storm water permit that will be issued in January 2012; and he reviewed the Copermittees' vision and goals.

CITY MANAGER BROWN suggested to the Technical Group that in order to adopt the new plan the State of California needs to provide money for the unfunded mandates.

City Council expressed support for the following future City Council briefing topics: Wastewater treatment collaboration between US and Mexico, Bi-national perspective on Tijuana River, IBWC Operations and Tijuana issues of interests.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 10:35 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: August 3, 2011
ORIGINATING DEPT.: Michael McGrane *mm*
 Finance Director
SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:
None

DISCUSSION:

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

Vendor	Check	Amount	Description
SD County Sheriff	78714	\$453,081.34	May 2011 Sheriff Services

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
78699-78724	07/14/11	\$ 492,515.57
78725-78730	07/21/11	10,134.12
78731-78783	07/22/11	374,726.05
	Sub-Total	\$ <u>877,375.74</u>

PAYROLL CHECKS:

44019-44057	P.P.E. 07/14/11	\$ 182,554.77
		\$ <u>182,554.77</u>
	TOTAL	\$ <u>1,059,930.51</u>

FISCAL IMPACT:

Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Warrant Registers

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
07/14/2011	78699	ADAM WRAIGHT	2357			54.00
101-3030-423.28-04	07/06/2011	REIMBURSE EMT RECERT FEES	004096		01/2012	54.00
07/14/2011	78700	ARROWHEAD MOUNTAIN SPRING WATE	1340			41.31
101-1010-411.30-02	06/22/2011	JUNE 2011	01F0031149578		12/2011	41.31
07/14/2011	78701	AWNING SOLUTIONS, INC.	2297			324.00
402-5000-532.20-06	06/22/2011	801 SEACOAST DR-FACADE	2228		12/2011	324.00
07/14/2011	78702	CALPERS	1550			300.00
101-1130-412.20-06	06/07/2011	VALUATION FEE	AVL-00000956	111376	12/2011	300.00
07/14/2011	78703	COUNTY RECORDER	1818			50.00
101-1230-413.20-06	07/06/2011	NOE- MEDICAL MARIJUANA	MF 1052		01/2012	50.00
07/14/2011	78704	CTE INC, CLARK TELECOM & ELECT	2316			7,658.42
101-5020-532.20-06	06/20/2011	CITY STREET LIGHT UPGRADE	00000883	110874	12/2011	7,658.42
07/14/2011	78705	GRAINGER	1051			2,705.65
101-1910-419.28-01	06/20/2011	LAMPS/BALLASTS	9565700110	110038	12/2011	331.20
101-1910-419.28-01	06/20/2011	FUSE HOLDER	9566214467	110038	12/2011	11.20
101-1910-419.28-01	06/21/2011	LAMPS	9567339404	110038	12/2011	91.67
101-1910-419.28-01	06/22/2011	LAMPS/BALLASTS	9569018089	110038	12/2011	461.43
101-1910-419.28-01	06/27/2011	WALL FIXTURE	9571572990	110038	12/2011	583.99
101-1910-419.28-01	06/28/2011	WALL FIXTURE	9572568021	110038	12/2011	292.00
101-5010-431.30-02	06/28/2011	MISC TOOLS	9572736867	110038	12/2011	712.77
405-5030-433.30-02	06/29/2011	SAFETY GLASSES/SANITIZER	9574445897	110038	12/2011	63.48
601-5060-436.30-02	06/30/2011	ALTERNATING RELAY	9574994043	110038	12/2011	157.91
07/14/2011	78706	HARLAN CONSTRUCTION	2074			12,563.00
248-1920-519.20-06	06/02/2011	C&G-526 9TH ST	06-02-2011	111363	12/2011	12,563.00
07/14/2011	78707	HAROLD FEUQUAY	59			54.00
101-3030-423.28-04	07/06/2011	REIMBURSE EMT RECERT FEES	004202		01/2012	54.00
07/14/2011	78708	SCOTT KNOX	2124			54.00
101-3030-423.28-04	07/01/2011	REIMBURSE EMT RECERT FEES	003957		01/2012	54.00
07/14/2011	78709	MONICA BELLNER	2			50.00
101-0000-321.72-10	07/11/2011	OL REFUNDS	0009777		01/2012	50.00
07/14/2011	78710	PREFERRED BENEFIT INS ADMIN IN	37			2,485.17
101-0000-209.01-12	06/23/2011	PR AP PPE 06/16/2011	20110623		12/2011	1,188.59
101-0000-209.01-12	07/01/2011	JULY 2011 - DENTAL	EIA3351		01/2012	107.99
101-0000-209.01-12	07/01/2011	JULY 2011 - DENTAL	EIA3351		01/2012	1,188.59
07/14/2011	78711	QWIK PRINTS	1622			100.00
101-1130-412.21-04	07/01/2011	JUNE 2011	111821143		12/2011	100.00
07/14/2011	78712	RANCHO AUTO & TRUCK PARTS	1685			150.87
501-1921-419.28-16	06/30/2011	OIL/FILTERS	7693-81592	110034	12/2011	56.09

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
501-1921-419.28-16	06/30/2011	BRAKE PARTS		7693-81636	110034	12/2011	94.78
07/14/2011	78713	SAM & SONS PLUMBING	1981				1,550.00
248-1920-519.20-06	06/16/2011	C&G-1176 GEORGIA ST		2162		12/2011	1,550.00
07/14/2011	78714	SAN DIEGO COUNTY SHERIFF	882				453,081.34
101-3010-421.20-06	07/05/2011	MAY 2011 SHERIFF SVCS		06-20-2011 REV		12/2011	438,898.90
101-3010-421.20-06	06/20/2011	MAY 2011 SHERIFF SVCS		06-20-2011 REV		12/2011	16,080.00
101-0000-338.60-03	06/20/2011	MAY 2011 SHERIFF SVCS		06-20-2011 REV		12/2011	1,897.56-
07/14/2011	78715	SKS INC.	412				4,355.65
501-1921-419.28-15	06/30/2011	1134.3 GAL REG FUEL		1241245-IN	110104	12/2011	4,355.65
07/14/2011	78716	SOUTH COUNTY ECONOMIC	484				3,500.00
101-1110-412.28-04	06/15/2011	FY 11/12 MEMBERSHIP DUES		138-11		01/2012	2,500.00
405-1260-413.28-04	06/15/2011	SUMMIT SPONSOR		138-11		01/2012	1,000.00
07/14/2011	78717	TERRA BELLA NURSERY, INC.	1946				152.43
101-6020-452.30-02	06/27/2011	PLANTS		55682	110054	12/2011	73.69
101-6020-452.30-02	06/29/2011	PLANTS		55824	110054	12/2011	78.74
07/14/2011	78718	TRANSWORLD SYSTEMS INC.	2160				653.74
101-1920-419.21-04	06/30/2011	JUNE 2011 COLLECTIONS		345929		12/2011	653.74
07/14/2011	78719	TYRA HIDALGO	2170				110.00
101-1920-419.29-01	06/23/2011	TUITION REIMBURSEMENT		06-23-2011	111066	12/2011	110.00
07/14/2011	78720	VISION PLAN OF AMERICA	785				163.82
101-0000-209.01-18	06/23/2011	PR AP PPE 06/16/2011		20110623		12/2011	76.96
101-0000-209.01-18	07/01/2011	AUGUST 2011 - VISION		07-01-2011		01/2012	76.86
101-1920-419.29-04	07/01/2011	AUGUST 2011 - VISION		07-01-2011		01/2012	10.00
07/14/2011	78721	WAXIE SANITARY SUPPLY	802				759.60
101-6040-454.30-02	06/30/2011	JANITORIAL SUPPLIES		72715637	110031	12/2011	759.60
07/14/2011	78722	WHITE CAP CONSTRUCTION SUPPLY	1434				36.61
101-5010-431.30-02	06/27/2011	20' REBAR		15053843	110033	12/2011	36.61
07/14/2011	78723	XEROX CORPORATION	861				1,496.71
101-1920-419.20-17	07/01/2011	JUNE 2011		055850364	110203	12/2011	1,140.47
101-3030-423.20-06	07/03/2011	JUNE 2011		055988135	110203	12/2011	356.24
07/14/2011	78724	ZUMAR INDUSTRIED INC.	875				65.25
101-5010-431.30-02	06/29/2011	3"SERIES-C-WHITE P/S HIP		0131432	110032	12/2011	65.25
VOIDED 78725							
07/21/2011	78726	ALLIANT INSURANCE SERVICES	1193				2,521.62
101-0000-209.01-13	06/23/2011	PR AP PPE 06/16/2011		20110623		12/2011	415.65
101-0000-209.01-14	06/23/2011	PR AP PPE 06/16/2011		20110623		12/2011	480.79
101-0000-209.01-13	07/21/2011	PR AP PPE 07/14/2011		20110721		01/2012	415.65
101-0000-209.01-14	07/21/2011	PR AP PPE 07/14/2011		20110721		01/2012	491.19

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1010-411.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	19.67
101-1020-411.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	21.33
101-1110-412.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	64.72
101-1130-412.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	33.81
101-1210-413.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	45.82
101-1230-413.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	17.85
101-3070-427.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	2.53
101-3080-428.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	.63
101-1910-419.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	6.32
101-3010-421.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	4.74
101-3020-422.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	37.29
101-3030-423.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	34.13
101-3040-424.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	22.12
101-5020-432.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	59.72
101-5010-431.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	15.80
101-5040-434.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	4.11
101-6020-452.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	6.32
101-6010-451.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	3.16
101-6040-454.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	12.64
245-1240-413.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	10.43
405-1260-413.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	121.67
405-5030-433.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	6.32
601-5060-436.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	15.80
601-5050-436.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	18.01
501-1921-419.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	6.32
502-1922-419.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	7.55
503-1923-419.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	20.86
101-0000-209.01-13	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	89.50
101-3050-425.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	.95
101-3060-426.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	1.90
402-5000-432.11-04	07/01/2011	JUL 11 DISABILITY/LIFE/	07-01-2011		01/2012	6.32
07/21/2011	78727	I B FIREFIGHTERS ASSOCIATION	214			216.50
101-0000-209.01-08	07/21/2011	PR AP PPE 07/14/2011	20110721		01/2012	216.50
07/21/2011	78728	ICMA RETIREMENT TRUST 457	242			5,500.94
101-0000-209.01-10	07/21/2011	PR AP PPE 07/14/2011	20110721		01/2012	5,500.94
07/21/2011	78729	SEIU LOCAL 221	1821			1,595.06
101-0000-209.01-08	07/21/2011	PR AP PPE 07/14/2011	20110721		01/2012	1,595.06
07/21/2011	78730	TIMOTHY J. TAYLOR	2249			300.00
101-1010-411.28-08	06/30/2011	MAYORS BREAKFAST-ENTRNMNT	072211	120010	01/2012	300.00
<i>VOID CK# 78731-78734</i>	07/22/2011	U.S. BANK	1873			28,025.21
101-1010-411.29-04	05/24/2011	MAYORS FLWRS/ANNL MEM SVC	013387	111326	12/2011	46.71
101-1010-411.29-04	05/25/2011	PEPSI FOR COUNCIL DINNERS	224125682	111326	12/2011	104.68
503-1923-419.30-22	05/24/2011	PC'S FOR FINANCE	7496	111337	12/2011	1,388.76
503-1923-419.28-04	05/29/2011	REFUND-SUNGARD/LOPEZ	201104110015	111337	12/2011	205.00-
101-1110-412.28-04	06/15/2011	LAU,P-BERKELEY EXEC SEMIN	1570815876	111319	12/2011	3,800.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-1110-412.28-04	06/08/2011	POSADA,M-IAAP DINNER MTG	06-08-2011	111326	12/2011	35.00	
101-1010-411.29-04	06/08/2011	06/15/11 COUNCIL DINNER	901	111326	12/2011	54.38	
101-1010-411.29-04	06/15/2011	06/15/11 COUNCIL DINNER	004308	111326	12/2011	27.19	
101-1210-413.29-02	06/10/2011	MCCRANE,M-BDAY APPRECIATI	086468	111336	12/2011	27.45	
503-1923-419.30-22	06/09/2011	LOPEZ/IPHONE CHARGER	79384	111337	12/2011	9.96	
503-1923-419.30-22	06/18/2011	LOPEZ/IPHONE ACCESSORY	022973	111337	12/2011	38.05	
503-1923-419.27-04	06/28/2011	LOPEZ/IPHONE4-16GB	051299	111337	12/2011	705.79	
101-0000-209.01-03	05/26/2011	CORRALES,LUIS-EMP COMP LN	W227966327		12/2011	108.70	
101-0000-209.01-03	05/26/2011	CORRALES,LUIS-EMP COMP LN	W227966327		12/2011	169.00	
101-0000-209.01-03	05/26/2011	CORRALES,LUIS-EMP COMP LN	W227966327		12/2011	1,529.36	
101-3020-422.28-14	04/14/2011	TITLE 19 PS RENEWAL	614986	111328	12/2011	125.00	
101-3020-422.29-04	04/21/2011	RADIO SHELVING	22133	111328	12/2011	104.00	
101-3020-422.28-04	05/25/2011	CLARK,T-LNCH MTG-REIMBURS	046555	111327	12/2011	45.14	
101-3020-422.30-02	05/29/2011	STATION SUPPLIES	041486	111330	12/2011	96.97	
101-1020-411.30-01	06/09/2011	ADOBE ACROBAT XPRO	AD003980154	111306	12/2011	597.00	
101-1020-411.30-01	06/09/2011	ADOBE ACROBAT PRO	AD003980231	111306	12/2011	199.00	
101-1020-411.30-01	06/16/2011	REFUND ADOBE ACROBAT	65544686 RMA	111306	12/2011	199.00	
101-1010-411.28-04	06/01/2011	06/01/11 COUNCIL DINNER	010055	111307	12/2011	34.76	
101-1020-411.30-01	06/13/2011	INDEX CARDS	568007938-001	111307	12/2011	16.73	
101-6010-451.30-02	06/09/2011	CAFE FOOD	224865807	111318	12/2011	286.11	
101-6010-451.30-02	06/20/2011	CAFE FOOD	225562803	111318	12/2011	369.92	
101-6010-451.30-02	06/03/2011	REPAIR ITEMS/TRASH BAGS	047335/1593248	111321	12/2011	68.96	
101-6010-451.30-02	06/08/2011	ARTS&CRAFTS SUPPLIES	001204/6123072	111321	12/2011	162.04	
101-6010-451.30-02	06/08/2011	GAME SUPPLIES	040362	111321	12/2011	20.28	
101-1230-413.28-12	05/26/2011	NAKAGAWA,J-APA DUES	05-26-2011	111312	12/2011	548.00	
405-1260-413.30-01	05/26/2011	LABEL TAPE	566101575-001	111314	12/2011	21.29	
101-1230-413.30-01	05/27/2011	PRINTER TONER	566250408-001	111314	12/2011	362.17	
101-3070-427.28-09	06/18/2011	CERTIFIED POSTAGE	033732	111308	12/2011	6.03	
101-1230-413.28-04	06/09/2011	WADE,G-SANDAG PRKNG FEES	06-09-2011	111311	12/2011	4.00	
101-3040-424.28-11	06/07/2011	BLDG INSPECTION CARDS	1296	111314	12/2011	239.25	
405-1260-413.20-06	06/08/2011	2010 MANIFEST FEE	CAC002658915	111314	12/2011	7.50	
101-1230-413.30-01	06/20/2011	DIGITAL CAMERA-PLANNING	105-5553094-851	111314	12/2011	79.00	
101-1910-419.30-02	05/27/2011	CARPET VACUUM CLEANER/CLN	046992	111357	12/2011	291.00	
501-1921-419.50-04	05/26/2011	BOBCAT REPAIR MANUALS	P21829	111358	12/2011	170.91	
501-1921-419.30-02	05/27/2011	REPLACEMENT PRESSURE GAUG	461068	111358	12/2011	256.70	
101-5020-432.28-04	06/09/2011	REFUND-CANCELLED TRNG CLA	4058-5033-2406-	111339	12/2011	190.00	
601-5060-436.30-02	06/10/2011	SIMPLE GREEN/PAINT/MISC	045214/4123204	111339	12/2011	176.61	
601-5060-436.30-02	06/13/2011	PVC TO VCP COUPLINGS	CD085572-1	111339	12/2011	133.13	
601-5060-436.30-02	06/13/2011	PVC TO VCP COUPLINGS	CD85572	111339	12/2011	66.57	
101-5020-432.28-04	06/14/2011	AGUIRRE,J-SEMINAR LODGING	B4M2B	111339	12/2011	39.20	
101-5020-432.28-04	06/14/2011	MOELLER,A-SEMINAR LODGING	QBM2B	111339	12/2011	39.20	
101-5020-432.28-04	06/14/2011	AGUIRRE,J-TRI-STATE SEMIN	1016414720E5382	111339	12/2011	95.00	
101-5020-432.28-04	06/14/2011	MOELLER,A-TRI-STATE SEMIN	101641472061EF7	111339	12/2011	95.00	
601-5060-436.30-02	06/20/2011	BATTERY & CAL GAS	S3548659.002	111339	12/2011	344.81	
101-1910-419.30-02	06/20/2011	PAPER TOWELS	OE4TB-00	111357	12/2011	74.69	
101-1910-419.30-02	06/21/2011	CLEANING SUPPLIES	005294	111357	12/2011	113.47	
101-6020-452.28-01	05/25/2011	BROOM/BIT SET/GLOVES/PAIN	051098/0581424	111342	12/2011	105.24	
101-5010-431.30-02	05/25/2011	3/8 SOCKET	055212/0581411	111356	12/2011	3.80	
405-5030-433.30-02	06/02/2011	GRAFFITI PAINT	2068070111	111342	12/2011	172.59	
101-1910-419.28-01	06/06/2011	STOVE REPAIR	92773	111342	12/2011	262.15	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-6020-452.28-01	06/07/2011	GLOVES/PAINT	027728/7563256	111342	12/2011	68.90
101-6020-452.21-04	06/09/2011	SPORTS PARK BEE REMOVAL	017848	111342	12/2011	375.00
101-6020-452.30-02	06/15/2011	PORT-A-POTTY TABS	PF144519	111342	12/2011	126.29
405-5030-433.30-02	06/15/2011	CAMERA BATTERY	2082	111342	12/2011	30.00
101-1910-419.30-02	06/16/2011	ANCHOR KIT/SCREWS/WD40	047473/8573803	111342	12/2011	46.56
101-6020-452.30-02	06/21/2011	TRASH CAN LIDS	0166791	111342	12/2011	228.96
601-5050-436.30-02	06/01/2011	VEHICLE LAPTOP PRINTER	B1634760	111343	12/2011	333.79
601-5050-436.30-02	06/01/2011	LAPTOP MOUNT &SECURE LOCK	7927	111343	12/2011	269.95
101-1910-419.28-01	05/23/2011	DOOR/BELT	013097/2029293	111345	12/2011	4.32
101-1910-419.28-01	05/23/2011	DOOR/BELT	013097/2029293	111345	12/2011	56.55
101-1910-419.28-01	05/24/2011	DOOR SUPPLIES	082570/1561433	111345	12/2011	46.82
101-1910-419.28-01	05/26/2011	TENSION BAR/BRUSHES	084939/9581561	111345	12/2011	12.22
405-5030-433.30-02	06/10/2011	GRAFFITIT SUPPLIES	082997/4195680	111344	12/2011	89.54
101-1910-419.28-01	06/01/2011	SHERIFFS DEPT PAINT	093928/3582172	111345	12/2011	31.18
601-5060-436.30-02	06/09/2011	GLOVES	019384/5568564	111353	12/2011	52.92
101-6020-452.30-02	06/20/2011	SPRINKLERS/FITTINGS	58299778	111361	12/2011	225.41
101-1910-419.28-01	06/06/2011	DOOR SWEEP/LATCH GUARD	044926/8582803	111345	12/2011	17.27
101-1910-419.28-01	06/06/2011	DOOR SWEEP/LATCH GUARD	044926/8582803	111345	12/2011	21.48
101-5020-432.30-02	06/08/2011	FLASHLITE/BATTERIES	003628/6583043	111345	12/2011	21.72
501-1921-419.30-02	06/08/2011	FLASHLITE/BATTERIES	003628/6583043	111345	12/2011	12.60
101-1910-419.28-01	06/09/2011	MOTION SENSORS	081154/5583153	111345	12/2011	153.41
101-6040-454.30-02	05/28/2011	PVC SOLVENT/PARTS	022110/7592698	111350	12/2011	15.81
101-5010-431.30-02	05/25/2011	2-SLOT DIRVER BITS	025848/0014248	111355	12/2011	5.73
101-5010-431.21-23	05/25/2011	BOLTS	129812-00	111355	12/2011	29.36
101-5010-431.21-23	05/25/2011	ALUMINUM BOLT	23959	111355	12/2011	60.00
101-5010-431.21-23	05/27/2011	SCREWS FOR SIGNS	129845-00	111355	12/2011	70.04
408-5020-432.30-01	05/23/2011	BN1 GREENBOOK SPECS 2011	6TN-00070425	111360	12/2011	20.07
101-3030-423.30-02	05/31/2011	EMERGENCY CRANE SVC-LG	30196	111360	12/2011	684.80
101-6040-454.28-01	06/07/2011	POTS/PLANT FOOD	006912/7200574	111350	12/2011	134.15
101-6040-454.28-01	06/11/2011	GROUND SOIL	075110/3200743	111350	12/2011	21.62
101-6040-454.30-02	06/20/2011	KEMPH,J SAFETY BOOTS	057658	111350	12/2011	150.00
101-5010-431.30-02	06/13/2011	BOLTS	130084-00	111355	12/2011	87.54
101-5010-431.30-02	06/06/2011	BATTERIES	020557/3563099	111360	12/2011	12.60
101-1110-412.28-04	06/09/2011	LAU,P-AIRFARE TO SEMINAR	TL4W33	111360	12/2011	223.40
501-1921-419.28-01	06/20/2011	PARTICULATE FILTER CLNG	1112688	111360	12/2011	553.26
101-1910-419.28-01	05/24/2011	TRASH CANS	090576/1592173	111348	12/2011	161.40
101-6040-454.30-02	05/27/2011	PIER PLAZA BEE REMOVAL	2246	111351	12/2011	300.00
101-6040-454.30-02	05/29/2011	DOUBLE CHG-BEE REMOVAL	05-29-2011	111351	12/2011	300.00
601-5050-436.30-02	06/01/2011	LAPTOP POWER INVERTER	2467	111346	12/2011	152.86
101-6040-454.30-02	06/09/2011	RECIPRICATING SAW REPAIR	062809519	111348	12/2011	51.23
101-6040-454.28-01	06/09/2011	ASST PLANTS-SEACOAST	54500	111348	12/2011	468.63
101-6040-454.28-01	06/11/2011	REFUND AUGER RENTAL	352017	111348	12/2011	72.45-
101-6040-454.28-01	06/11/2011	AUGER RENTAL	352017	111348	12/2011	144.90
101-1910-419.30-02	06/14/2011	DECK BRUSH	015827	111348	12/2011	8.67
101-6040-454.30-02	06/14/2011	BATTERIES/GLOVES	017456/0594441	111348	12/2011	21.58
101-6040-454.30-02	06/16/2011	REFRIGERATOR/MICROWAVE	065176/8594633	111348	12/2011	245.70
101-6040-454.30-02	06/14/2011	ASST PLANTS-PIER PLAZA	075923/0190054	111349	12/2011	34.65
101-1910-419.30-02	06/04/2011	DOOR LATCH SPRING	006960/0572298	111351	12/2011	4.05
101-1920-419.21-04	05/12/2011	MAY/JUN AUTO ATTENDANT	23868	111317	12/2011	300.00
101-1010-411.30-02	06/08/2011	E NEWSPAPER	06-08-2011	111317	12/2011	7.92

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-1010-411.28-04	06/13/2011	JANNEY, J-AIRFARE	WG28JF	111317	12/2011	489.40	
101-1920-419.21-04	06/15/2011	AUTO ATTENDANT INSTALLATI	24168	111317	12/2011	500.00	
101-1010-411.30-02	06/17/2011	CREDIT FROM 1800 FLOWERS	06-17-2011	111317	12/2011	70.67-	
101-1010-411.28-04	06/17/2011	JANNEY, J-TRANSPORTN TO MTG	06-17-2011	111320	12/2011	13.00	
101-6030-453.30-02	06/15/2011	ANNUAL SENIOR LUNCHEON	052841	111323	12/2011	42.31	
101-6030-453.30-02	06/16/2011	ANNUAL SR LUNCHEON	050702	111323	12/2011	75.00	
101-6030-453.30-02	06/06/2011	SENIOR BUS TRIP TRANSPORT	22965	111324	12/2011	642.03	
101-6030-453.30-02	06/17/2011	ANNUAL SR LUNCHEON	625368	111324	12/2011	416.61	
101-3030-423.30-02	05/27/2011	PWC FUEL	201916	111331	12/2011	29.91	
101-3035-423.30-02	05/27/2011	JG SWIM FINS	34444	111331	12/2011	591.40	
101-3030-423.30-02	05/26/2011	POSTAGE-PWC RADIO PACK	061357	111332	12/2011	10.95	
101-3030-423.30-02	05/19/2011	PIER SIGN TAGALOG TRANSLT	39818	111335	12/2011	85.00	
101-3030-423.25-03	05/23/2011	WETSUIT	6136961	111335	12/2011	181.12	
101-3030-423.28-01	06/03/2011	PWC RADIO BAG REPAIR	0023170-IN	111332	12/2011	773.87	
101-3035-423.25-03	06/01/2011	JRLG STORAGE CONT RENTAL	028764	111333	12/2011	246.50	
101-3035-423.25-03	06/16/2011	JRLG CAPTAIN RASH GUARDS	813437	111333	12/2011	260.35	
101-3035-423.25-03	06/17/2011	JG RASH GUARDS	55855	111333	12/2011	107.00	
101-3030-423.30-02	06/02/2011	PRINTER TONER	9860	111335	12/2011	63.30	
101-3030-423.30-02	06/03/2011	BEACH WARNING FLAGS	51837	111335	12/2011	525.71	
101-3035-423.30-02	06/15/2011	JG ICE CREAM	563415	111335	12/2011	73.50	
101-3030-423.30-02	06/17/2011	RADIO BATTERIES	546718	111335	12/2011	1,091.63	
101-3030-423.30-02	06/20/2011	BEACH FLAGS	52232	111335	12/2011	692.60	
101-3035-423.30-02	07/08/2011	JRLG ADVERTISING	446	111331	12/2011	29.00	
101-3030-423.30-02	05/22/2011	ENVELOPES/TAPES	565468680-001	111334	12/2011	48.68	
101-3030-423.30-02	05/22/2011	ADDRESS LABELS	565474417-001	111334	12/2011	14.96	
101-3030-423.30-02	05/25/2011	LG REFERENCE BOOK	002-1534167-259	111334	12/2011	37.95	
101-3030-423.30-02	05/25/2011	LG STORAGE BINS	074713/0192716	111334	12/2011	141.05	
101-3030-423.30-02	06/07/2011	ANCHOR SYSTEM SNAP HOOKS	6271	111334	12/2011	39.51	
101-3030-423.30-02	06/08/2011	LOCKER KEY COPIES	021816	111334	12/2011	3.24	
101-3030-423.30-02	06/08/2011	OFFICE SUPPLIES	1600	111334	12/2011	77.66	
101-3030-423.30-02	06/08/2011	ANCHOR SYSTEM HARDWARE	7789	111334	12/2011	25.59	
101-3030-423.30-02	06/10/2011	AMAZON PRIME MEMBERSHIP	06-10-2011	111334	12/2011	79.00	
101-3030-423.30-02	06/15/2011	PAD LOCKS	38224A	111334	12/2011	148.22	
101-3035-423.30-02	06/16/2011	LG EZ UP CANOPY	000766	111334	12/2011	163.11	
101-3030-423.30-02	06/16/2011	BEACH TOWER PHONES	12829	111334	12/2011	364.75	
101-3030-423.28-04	06/16/2011	LG MEETING REFRESHMNTS	286201	111334	12/2011	121.20	
101-3035-423.30-02	06/20/2011	JG AIRHORNS	040899	111334	12/2011	28.25	
101-3030-423.30-02	06/20/2011	JANITORIAL SUPPLIES	317056	111334	12/2011	149.36	
101-3030-423.30-02	06/21/2011	LG HQ CAN OPENER	021721	111334	12/2011	6.50	
07/22/2011	78736	A-FRAME CONSTRUCTION, INC.	2374			2,500.00	
248-1920-519.20-06	07/06/2011	C&G-526 9TH STREET	07-06-2011	120077	01/2012	2,500.00	
07/22/2011	78737	AFFORDABLE RAINGUTTERS	2232			380.00	
248-1920-519.20-06	07/07/2011	C&G-352 BONITO AVE	17180	120013	01/2012	380.00	
07/22/2011	78738	AMERICAN EXPRESS	1895			359.22	
101-6010-451.30-02	04/19/2011	CAFE ITEMS SPORTS PARK	222099517	110339	12/2011	359.22	
07/22/2011	78739	AT&T	291			19.82	
101-5020-432.27-04	07/01/2011	030480 7925001 JUNE 2011	07-27-2011		12/2011	12.28	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT
101-3020-422.27-04	07/01/2011	030480 7925001 JUNE 2011	07-27-2011		12/2011		7.54
07/22/2011 78740	BARROWS CONSTRUCTION	2062					4,800.00
402-5000-532.20-06	07/08/2011	720-730 HGWY 75-FACADE IM	53	120089	01/2012		4,800.00
07/22/2011 78741	BAY CITY ELECTRIC WORKS	369					456.25
101-1910-419.21-04	06/23/2011	JUNE 2011 GENERATOR MAINT	W89899	110059	12/2011		456.25
07/22/2011 78742	BOYCE INDUSTRIES INC	486					1,408.31
101-6040-454.28-01	06/28/2011	HARD SURFACE CLEANER	53781	110023	12/2011		1,408.31
07/22/2011 78743	CALIFORNIA COMMERCIAL ASPHALT	590					2,380.22
101-5010-431.30-02	06/24/2011	CONCRETE	104505	110082	12/2011		48.94
101-5010-431.30-02	06/28/2011	CONCRETE	104615	110082	12/2011		850.37
101-5010-431.30-02	06/29/2011	CONCRETE	104678	110082	12/2011		778.27
101-5010-431.30-02	06/30/2011	ASPHALT	104748	110082	12/2011		702.64
07/22/2011 78744	CALIFORNIA ALUMINUM & VINYL WI	1915					4,216.83
248-1920-519.20-06	06/10/2011	C&G-1176 GEORGIA STREET	6102011-2	111370	12/2011		4,216.83
07/22/2011 78745	CALIFORNIA AMERICAN WATER	612					4,773.60
601-5060-436.27-02	07/14/2011	05-0101092-0 05/06-07/11	08-02-2011		12/2011		20.02
101-5020-432.27-02	07/14/2011	05-0102217-2 05/06-07/11	08-02-2011		12/2011		231.65
101-6020-452.27-02	07/14/2011	05-0102503-5 05/06-07/11	08-02-2011		12/2011		696.56
101-6020-452.27-02	07/14/2011	05-0102504-3 05/06-07/11	08-02-2011		12/2011		9.65
101-5010-431.27-02	07/14/2011	05-0102729-6 05/06-07/11	08-02-2011		12/2011		705.75
101-6020-452.27-02	07/15/2011	05-0106225-1 05/10-07/12	08-03-2011		12/2011		20.02
101-6020-452.27-02	07/15/2011	05-0106249-1 05/10-07/12	08-03-2011		12/2011		13.11
101-6020-452.27-02	07/15/2011	05-0106336-6 05/10-07/12	08-03-2011		12/2011		9.65
101-6020-452.27-02	07/15/2011	05-0106337-4 05/10-07/12	08-03-2011		12/2011		9.65
101-6020-452.27-02	07/18/2011	05-0109756-2 05/11-07/13	08-08-2011		12/2011		661.96
215-6026-452.27-02	07/13/2011	05-0402959-6 05/03-07/08	08-01-2011		12/2011		48.27
405-1260-413.27-02	07/18/2011	05-0536450-5 05/11-07/13	08-08-2011		12/2011		77.23
101-3030-423.27-02	07/11/2011	05-0155019-8 06/02-07/05	08-01-2011		12/2011		20.43
601-5060-436.27-02	07/11/2011	05-0505362-9 06/03-07/06	08-01-2011		12/2011		265.69
101-6040-454.27-02	07/12/2011	05-0092998-9 05/02-07/07	08-01-2011		12/2011		551.24
101-3030-423.27-02	07/12/2011	05-0093917-8 05/02-07/07	08-01-2011		12/2011		183.21
101-5010-431.27-02	07/12/2011	05-0094000-2 05/02-07/07	08-01-2011		12/2011		34.51
101-5010-431.27-02	07/12/2011	05-0094041-6 05/02-07/07	08-01-2011		12/2011		27.60
101-5010-431.27-02	07/12/2011	05-0094076-2 05/02-07/07	08-01-2011		12/2011		27.60
101-5010-431.27-02	07/12/2011	05-0094163-8 05/02-07/07	08-01-2011		12/2011		51.82
101-5010-431.27-02	07/12/2011	05-0094234-7 05/02-07/07	08-01-2011		12/2011		27.60
101-5010-431.27-02	07/12/2011	05-0094268-5 05/02-07/07	08-01-2011		12/2011		131.39
101-5010-431.27-02	07/12/2011	05-0094293-3 05/02-07/07	08-01-2011		12/2011		44.91
101-5010-431.27-02	07/12/2011	05-0094304-8 05/02-07/07	08-01-2011		12/2011		388.62
101-5010-431.27-02	07/12/2011	05-0094973-0 05/02-07/07	08-01-2011		12/2011		515.46
07/22/2011 78746	CDW GOVERNMENT INC	725					3,735.58
101-3020-422.30-22	06/30/2011	HP SB COMPUTER	XVT4898	111380	12/2011		504.61
503-1923-419.30-22	06/28/2011	MEMORY SERVER	XVJ9541	110768	12/2011		2,566.51

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
503-1923-419.21-04	06/30/2011	KEYBOARD	XVT3727	110768	12/2011	88.08
503-1923-419.21-04	06/30/2011	SERVER MEMORY	XVW8807	110768	12/2011	576.38
07/22/2011	78747	CLEAN HARBORS	913			1,536.12
101-5040-434.21-04	07/07/2011	JUNE 2011	6Y1184737	110046	12/2011	1,181.55
101-5040-434.30-02	07/07/2011	JUNE 2011	6Y1184737	110046	12/2011	354.57
07/22/2011	78748	COUNTY OF SAN DIEGO	1055			3,793.50
101-3010-421.21-04	06/30/2011	JUNE 2011 PARKING PENALTY	06/11		12/2011	3,793.50
07/22/2011	78749	DEPARTMENT OF CORRECTIONS AND	169			8,013.51
101-6020-452.21-04	06/17/2011	MAY 2011	1800097870	110648	12/2011	4,260.96
101-6020-452.21-04	06/30/2011	JUNE 2011	1800104082	110648	12/2011	3,752.55
07/22/2011	78750	DKC ASSOCIATES, INC.	2187			3,280.00
101-1110-412.20-06	07/14/2011	06/30/11-07/13/11	228	120117	01/2012	1,115.20
405-1260-413.20-06	07/14/2011	06/30/11-07/13/11	228	120117	01/2012	1,082.40
502-1922-419.20-06	07/14/2011	06/30/11-07/13/11	228	120117	01/2012	1,082.40
07/22/2011	78751	DONALD DAVIS	1183			90.00
101-3030-423.25-03	05/03/2011	SUNGLASSES REIMBURSEMENT	4074661		12/2011	90.00
07/22/2011	78752	EAGLE NEWSPAPER	1204			857.00
101-1020-411.28-07	06/01/2011	LEGAL ADS-	65334	110233	12/2011	95.00
101-1020-411.28-07	06/22/2011	LEGAL ADVERTISING	65712	110233	12/2011	80.00
402-5000-532.20-06	06/01/2011	CIP ADS-SKATE PK FENCE	65334	110041	12/2011	95.00
402-5000-532.20-06	06/01/2011	ECO BIKEWAY	65334	110041	12/2011	227.00
402-5000-532.20-06	06/08/2011	SKATE PARK FENCE	65453	110041	12/2011	95.00
402-5000-532.20-06	06/15/2011	SKATE PARK FENCE	65606	110041	12/2011	95.00
101-5010-431.20-06	06/29/2011	CIP ADVERTISING-	65865	110041	12/2011	75.00
402-5000-532.20-06	06/29/2011	CIP ADVERTISING-	65865	110041	12/2011	95.00
07/22/2011	78753	FASTENAL	909			92.53
601-5060-436.30-02	06/23/2011	WD40	CACHU24871	110025	12/2011	92.53
07/22/2011	78754	FE TRAILERS	2364			1,468.13
101-3030-423.50-04	06/14/2011	BEACH WHEELS-LG TRAILER	I-7186	111375	12/2011	1,468.13
07/22/2011	78755	FERGUSON ENTERPRISES INC.	915			181.56
601-5060-436.30-02	07/11/2011	15"X4" SADDLE T	0380915	110109	12/2011	181.56
07/22/2011	78756	HANSON AGGREGATES INC.	48			83.89
101-5010-431.30-02	06/24/2011	CLASS II BASE	1176545	110085	12/2011	83.89
07/22/2011	78757	KAMAN INDUS TECHNOLOGIES	583			299.05
501-1921-419.28-16	06/27/2011	#126 BEARING ASSEMBLY/SEA	M77927	110027	12/2011	58.78
501-1921-419.28-16	06/27/2011	#126-BEARING ASSEMBLY	W493666	110027	12/2011	40.33
601-5060-436.28-01	07/12/2011	PILLOW BLOCKS PS8	M937057	120022	01/2012	199.94
07/22/2011	78758	KENNEY ROOFING	2087			19,400.00
248-1920-519.20-06	07/05/2011	C&G-1107 HEMLOCK AVE	07-05-2011	120009	01/2012	19,400.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
07/22/2011	78759	KOCH-ARMSTRONG GENERAL ENGINEE	1767			62,086.32
210-1235-513.20-06	05/25/2011	CIVIC CTR CROSSWALK	5794REVIS	111091	12/2011	62,086.32
07/22/2011	78760	LLOYD PEST CONTROL	814			300.00
101-1910-419.20-22	06/09/2011	JUNE 2011 CITY HALL	3057900	110049	12/2011	33.00
101-1910-419.20-22	06/09/2011	JUNE 2011 FIRE DEPT	3057901	110049	12/2011	33.00
101-1910-419.20-22	06/09/2011	JUNE 2011 SHERIFF DEPT	3058112	110049	12/2011	33.00
101-1910-419.20-22	06/15/2011	JUNE 2011 SPORTS PARK	3042965	110049	12/2011	47.00
101-1910-419.20-22	06/15/2011	JUNE 2011 PW DEPT	3044991	110049	12/2011	49.00
101-1910-419.20-22	06/16/2011	JUNE 2011 SAFETY CENTER	3045332	110049	12/2011	56.00
101-1910-419.20-22	06/16/2011	JUNE 2011 SENIOR CENTER	3058197	110049	12/2011	49.00
07/22/2011	78761	MASON'S SAW & LAWNMOWER	923			432.91
101-6020-452.30-02	07/13/2011	CHAIN LOOP	251874	120039	01/2012	190.99
101-6020-452.30-02	07/13/2011	TRIMMING SYSTEM	251876	120039	01/2012	241.92
07/22/2011	78762	MCDUGAL LOVE ECKIS &	962			8,227.00
101-1220-413.20-02	06/30/2011	JUNE 2011 RETAINER	06-30-2011	110079	12/2011	8,227.00
07/22/2011	78763	MILHOLLAND ELECTRIC, INC.	2327			13,383.16
248-1920-519.20-06	06/01/2011	C&G-1124 HEMLOCK AVE	7511A	111275	12/2011	7,234.00
248-1920-519.20-06	06/06/2011	C&G-1401 9TH STREET	7517A	111284	12/2011	5,894.93
248-1920-519.20-06	07/08/2011	CLEAN&GREEN-1124 HEMLOCK-	7565	F12001	01/2012	112.00
248-1920-519.20-06	07/08/2011	CLEAN&GREEN-1401 9TH -BAR	7564	F12002	01/2012	142.23
07/22/2011	78764	MIRELES LANDSCAPING	2107			1,000.00
101-5000-532.20-06	06/30/2011	JUNE 2011-9TH/PALM CENTER	1007	110226	12/2011	1,000.00
07/22/2011	78765	MPC OUTLET	2157			1,964.41
503-1923-419.50-04	06/15/2011	LAPTOP COMP-GIS ADMIN	176764	111305	12/2011	1,964.41
07/22/2011	78766	NASLAND ENGINEERING	1656			937.50
101-5000-532.20-06	06/30/2011	JUNE 2011 9TH/PALM	90698		12/2011	937.50
07/22/2011	78767	OFFICE DEPOT, INC	1262			1,219.32
101-3020-422.29-04	06/21/2011	PREPRINTED ENVELOPES	568245589001	110047	12/2011	95.27
101-3020-422.30-01	06/23/2011	LABELS	569124971001	110047	12/2011	9.39
101-3020-422.30-01	06/23/2011	FILES/FOLDERS	569132668001	110047	12/2011	38.29
101-3020-422.30-01	06/24/2011	LETTERING TAPE	569277931001	110047	12/2011	19.29
101-3020-422.30-01	06/24/2011	FOLDERS	569301509001	110047	12/2011	47.92
101-5010-431.30-02	06/24/2011	FLASH MEMORY	569143462001	110047	12/2011	60.68
101-1210-413.28-11	06/28/2011	WINDOW ENVELOPES	569067436001	110047	12/2011	149.91
101-1210-413.28-11	06/28/2011	ENVELOPES	569646917001	110047	12/2011	12.09
101-1020-411.30-01	06/30/2011	LASER TONER	570002837001	110047	12/2011	65.25
101-5020-432.30-01	07/01/2011	DRY-ERASE BOARD	570073220001	110047	12/2011	16.57
101-6030-453.30-01	07/07/2011	HP INK REPLACEMENT	570477286001	120001	01/2012	26.44
101-1230-413.28-11	07/05/2011	FOLTZ, TYLER-BUSINESS CRDS	569455809001	110047	12/2011	37.16
101-1130-412.28-11	07/05/2011	CORTEZ, ERIKA-BUSINESS CRD	569481002001	110047	12/2011	37.16
101-1020-411.30-01	07/05/2011	COPY PAPER/CHAIR MAT/MISC	570124372001	110047	12/2011	146.33

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-5020-432.30-01	07/06/2011	PORT DIRVE	570066187001	110047	12/2011	146.80
101-1020-411.30-01	07/07/2011	IMPRINTED ENVELOPES	570125096001	110047	12/2011	95.27
101-1210-413.30-01	07/06/2011	INK CARTRIDGE/COPY PAPER	570338419001	120001	01/2012	215.50
07/22/2011	78768	ONE SOURCE DISTRIBUTORS	1071			20.98
101-1910-419.30-02	02/10/2011	LIGHTS	S3461512.001	110029	12/2011	20.98
07/22/2011	78769	OPPER & VARCO LLP	1626			193.50
101-5000-532.20-06	07/08/2011	JUNE 2011-GEN/PALM AVE	16276		12/2011	193.50
07/22/2011	78770	PACIFIC HOME REMODELING	2			50.00
101-0000-321.72-10	07/12/2011	OL REFUNDS	0006376		01/2012	50.00
07/22/2011	78771	PARTNERSHIP WITH INDUSTRY	1302			1,117.69
101-6040-454.21-04	06/30/2011	P/E 06/30/2011	GS03661	110020	12/2011	1,117.69
07/22/2011	78772	PROJECT DESIGN CONSULTANT	65			7,900.00
402-5000-532.20-06	07/05/2011	05/23/11-06/19/11 SR75	80112		12/2011	7,900.00
07/22/2011	78773	RAMONA PAVING & CONSTRUCTION C	2359			79,044.75
210-1235-513.20-06	06/21/2011	LOUDEN LANE CROSSWALK	1752	111268	12/2011	79,044.75
07/22/2011	78774	RECLAIMED AGGREGATES, INC.	2137			300.00
101-5010-431.29-04	06/26/2011	RECYCLE MATERIAL	12329	110084	12/2011	100.00
101-5010-431.29-04	06/30/2011	RECYCLE MATERIAL	12360	110084	12/2011	200.00
07/22/2011	78775	ROBERTA OTERO-PETTY CASH	2229			291.72
101-5020-432.28-04	02/23/2011	PW-AM MEETING REFRESHMNTS	02-23-2011		12/2011	15.98
101-5020-432.28-04	02/23/2011	PW-AM MEETING REFRESHMNTS	560844		12/2011	26.80
101-5020-432.28-04	03/08/2011	PW RETREAT PARKING FEES	C694767		12/2011	10.00
101-5020-432.28-04	03/08/2011	PW RETREAT PARKING FEES	C694761		12/2011	10.00
101-5020-432.28-04	03/08/2011	PW RETREAT PARKING FEES	128580		12/2011	10.00
101-5020-432.28-04	03/08/2011	PW RETREAT PARKING FEES	128682		12/2011	10.00
601-5050-436.30-02	04/29/2011	DRY WEATHER MONITORING	565335/6573852		12/2011	21.27
601-5050-436.30-02	05/05/2011	STORM DRAIN STENCILING	785364/0103217		12/2011	35.85
101-5020-432.28-04	05/10/2011	PARKING FEE-TIRE SEMINAR	08417		12/2011	3.00
101-5020-432.28-04	05/28/2011	LUNCH AT TRAINING-KING,M	11-41		12/2011	4.35
101-5020-432.28-09	06/06/2011	POSTAGE FEES	279044		12/2011	8.76
101-6020-452.30-02	07/07/2011	GAS KEY COPY	07-07-2011		12/2011	5.71
101-5040-434.21-04	06/30/2011	RECYCLING FEES-CEILING	68		12/2011	35.00
101-1910-419.30-02	07/10/2011	PWOER CORD-FIREFIGHTERS	07-10-2011		12/2011	95.00
07/22/2011	78776	SAN DIEGO GAS & ELECTRIC	1399			16,678.55
101-3020-422.27-01	07/11/2011	10087869371 06/01-06/30	07-27-2011		12/2011	38.47
101-1910-419.27-01	07/11/2011	10087869371 06/01-06/30	07-27-2011		12/2011	141.57
101-5010-431.27-01	07/11/2011	10088604389 05/27-06/28	07-27-2011		12/2011	307.32
101-3020-422.27-01	07/11/2011	19807697764 06/01-06/30	07-27-2011		12/2011	2,748.19
601-5060-436.27-01	07/11/2011	52635219238 05/27-06/28	07-27-2011		12/2011	10.00
101-6020-452.27-01	07/11/2011	56497714749 06/02-07/01	07-27-2011		12/2011	9.95
101-5010-431.27-01	07/11/2011	56497714749 06/02-07/01	07-27-2011		12/2011	7,424.38

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-5010-431.27-01	07/11/2011	85075178464	05/26-07/01	07-27-2011	12/2011	91.59
601-5060-436.27-01	07/11/2011	85075178464	06/02-07/01	07-27-2011	12/2011	84.94
101-6020-452.27-01	07/11/2011	85075178464	06/02-07/01	07-27-2011	12/2011	847.82
601-5060-436.27-01	07/11/2011	85417701270	06/01-06/30	07-27-2011	12/2011	3,963.46
101-5020-432.27-01	07/11/2011	91692992261	05/27-06/28	07-27-2011	12/2011	1,010.86
07/22/2011	78777	SDGE	289			6,743.92
405-1260-413.27-01	07/05/2011	9424 632 2704	06/01-06/30	07-20-2011	12/2011	24.62
101-5010-431.27-01	07/06/2011	9476 001 6989	06/02-07/01	07-21-2011	12/2011	455.79
405-1260-413.27-01	07/05/2011	0440 533 7641	06/01-06/30	07-20-2011	12/2011	225.64
101-5010-431.27-01	07/05/2011	0646 753 1938	06/01-06/30	07-20-2011	12/2011	10.14
101-5010-431.27-01	07/05/2011	1694 231 2432	06/01-06/30	07-20-2011	12/2011	26.57
101-5010-431.27-01	06/30/2011	1912 409 2723	05/27-06/28	07-15-2011	12/2011	10.33
101-6010-451.27-01	07/06/2011	2081 689 7619	06/02-07/01	07-21-2011	12/2011	415.43
101-5010-431.27-01	07/01/2011	2741 969 9359	05/31-06/30	07-16-2011	12/2011	144.08
215-6026-452.27-01	07/01/2011	2819 871 6315	05/31-06/30	07-16-2011	12/2011	1,885.52
101-5010-431.27-01	07/05/2011	3062 843 3719	06/01-06/30	07-20-2011	12/2011	12.64
101-5010-431.27-01	06/30/2011	5280 340 6641	05/27-06/28	07-15-2011	12/2011	94.65
101-5010-431.27-01	06/30/2011	5576 188 0541	05/27-06/28	07-15-2011	12/2011	10.14
601-5060-436.27-01	07/01/2011	8773 823 6424	06/01-06/30	07-16-2011	12/2011	1,538.07
405-1260-413.27-01	07/05/2011	8774 937 7894	06/01-06/30	07-20-2011	12/2011	65.41
101-6020-452.27-01	07/06/2011	0175 275 3776	06/02-07/01	07-21-2011	12/2011	268.73
101-5010-431.27-01	07/06/2011	0824 329 2041	06/02-07/01	07-21-2011	12/2011	295.80
101-6020-452.27-01	07/06/2011	2081 689 1273	06/02-07/01	07-21-2011	12/2011	224.09
101-6010-451.27-01	07/06/2011	2081 692 3399	06/02-07/01	07-21-2011	12/2011	15.49
101-6020-452.27-01	07/06/2011	2083 847 9032	06/02-07/01	07-21-2011	12/2011	51.68
101-6010-451.27-01	07/06/2011	3206 700 9265	06/02-07/01	07-21-2011	12/2011	32.56
101-5010-431.27-01	07/05/2011	3448 930 9646	06/01-06/30	07-20-2011	12/2011	9.95
101-6020-452.27-01	07/06/2011	5456 692 8951	06/02-07/01	07-21-2011	12/2011	35.84
101-6020-452.27-01	07/06/2011	6921 003 2109	06/02-07/01	07-21-2011	12/2011	445.77
101-5010-431.27-01	07/06/2011	7706 795 7872	06/02-07/01	07-21-2011	12/2011	11.69
101-6020-452.27-01	07/06/2011	9327 898 1346	06/02-07/01	07-21-2011	12/2011	242.65
101-6010-451.27-01	07/06/2011	9956 693 6272	06/02-07/01	07-21-2011	12/2011	190.64
07/22/2011	78778	SHARP REES-STEALY MEDICAL CNTR	390			542.00
101-1130-412.21-04	06/11/2011	AGUIRRE, JOSE	237	110340	12/2011	95.00
101-1130-412.21-04	06/11/2011	VASQUEZ, JOSE	237	110340	12/2011	69.00
101-1130-412.21-04	06/11/2011	MCCLOSKEY, KEITH	237	110340	12/2011	69.00
101-1130-412.21-04	06/11/2011	ROSENSTEIN, ALAYNE	237	110340	12/2011	69.00
101-1130-412.21-04	06/11/2011	NELSON, GUY R	237	110340	12/2011	80.00
101-1130-412.21-04	06/11/2011	GALLEGOS, ALFREDO	237	110340	12/2011	80.00
101-1130-412.21-04	06/11/2011	CORRALES, LUIS	237	110340	12/2011	80.00
07/22/2011	78779	SKS INC.	412			7,864.49
501-1921-419.28-15	07/07/2011	1077.2 GAL REG FUEL	1241350-IN	120058	01/2012	3,993.66
501-1921-419.28-15	07/14/2011	1051.2 GAL REG FUEL	1241502-IN	120058	01/2012	3,870.83
07/22/2011	78780	SPRINT	2040			15.67
101-1230-413.27-05	06/29/2011	05/26/2011-06/25/2011	896132755-047		12/2011	37.61-
101-3070-427.27-05	06/29/2011	05/26/2011-06/25/2011	896132755-047		12/2011	37.61-

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-5020-432.21-25	06/29/2011	05/26/2011-06/25/2011	896132755-047		12/2011	99.98-	
101-3020-422.27-05	06/29/2011	05/26/2011-06/25/2011	594768811-043		12/2011	149.97	
503-1923-419.30-02	06/29/2011	05/26/2011-06/25/2011	527638813-043		12/2011	39.99	
101-3030-423.27-05	03/15/2011	02/12/2011-03/11/2011	699898810-040		12/2011	.91	
07/22/2011	78781	SUNGARD PUBLIC SECTOR INC.	1370			66,427.51	
503-1923-419.20-25	05/31/2011	FY11/12 LOOKNG GLASS MNT	36495	120006	01/2012	5,406.52	
503-1923-419.20-25	06/10/2011	FY 11/12 NAVILINE MAINTEN	137160	120007	01/2012	61,020.99	
07/22/2011	78782	THE SURF HUT	1415			3,782.03	
101-3030-423.25-03	07/11/2011	LG POLARIZED GLASSES	813447	120078	01/2012	3,782.03	
07/22/2011	78783	TRAFFIC CONTROL SERVICE INC.	684			2,052.29	
101-5010-431.30-02	06/16/2011	RIVETS/ANCHORS/POSTS	1028848	110039	12/2011	441.83	
101-5010-431.30-02	06/20/2011	POST/ANCHOR/BANDING	1029124	110039	12/2011	406.73	
101-5010-431.30-02	06/21/2011	POSTS	1029292	110039	12/2011	503.30	
405-5030-433.30-02	06/23/2011	PAINT	1029778	110039	12/2011	233.79	
101-5010-431.30-02	06/30/2011	STEEL PLATES/HOIST RING	1030755	110039	12/2011	466.64	
DATE RANGE TOTAL *						877,375.74 *	



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: August 3, 2011

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: ADOPT RESOLUTION NO. 2011- 7065 APPROVING AND ADOPTING A LETTER OF INTENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC

DISCUSSION:

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

The City's Negotiation Team and representatives of the bargaining unit held "meet and confer" meetings in an effort to reach agreement on a new Memorandum of Understanding. During the meet and confer process, the City and the bargaining unit reached tentative agreement on several proposals, specifically:

- 1.) The parties agree to a new MOU for the period of July 1, 2011 through June 30, 2013, with the provisions of the MOU to be retroactive to July 1, 2011, except where specifically stated otherwise; and
- 2.) Full-time Miscellaneous employees hired prior to July 1, 2011, will receive a 3% stipend effective July 1, 2011, and a 2.5% stipend effective July 1, 2012. Full-time lifeguards hired prior to July 1, 2011 will receive a 5.5% stipend effective July 1, 2011, and a 9.5% stipend effective July 1, 2012. Part-time employees will not receive any stipends during the term of this MOU. Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU; and
- 3.) There will be no COLAs or salary adjustments during the term of this MOU; and
- 4.) Effective July 1, 2011, Miscellaneous employees hired prior to July 1, 2011, shall pay the entire employee portion of the CalPERS retirement contribution. Effective July 1, 2011, Lifeguard employees hired prior to July 1, 2011, shall pay 4.5% of the employee portion of the CalPERS retirement contribution. Effective July 1, 2012, lifeguard employees

shall pay the entire employee portion of the CalPERS retirement contribution; and

- 5.) The CalPERS formula for Miscellaneous employees hired on or after July 1, 2011, will be 2% @ 60 with the use of the average of the employee's highest-three-year salary. The CalPERS formula for Lifeguard employees hired on or after July 1, 2011, will be 2% @ 50 with the use of the average of the employee's highest-three-year salary. All employees hired on or after July 1, 2011 will pay the entire employee portion of the CalPERS retirement contribution, and they will not be permitted to convert unused sick leave to CalPERS service credit; and
- 6.) Part-time employees will be moved to PARS and will no longer pay into Social Security. Once implemented through December 31, 2011, employees will contribute 2.10% into PARS and the City will contribute 5.40%. Beginning January 1, 2012, employees and the City will split the contribution equally at 3.75% each; and
- 7.) Effective July 1, 2011, the City shall increase by \$30 from \$795 to \$825 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30 from \$825 to \$855 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. For July 1, 2011, through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$795 per month. Effective January 1, 2012, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$400 per month. Employees hired on or after July 1, 2011, who elect not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$150 per month. Employees who elect not to be covered under the City's health plan must demonstrate proof of alternative medical and dental insurance; and
- 8.) An Insurance Committee will be established to investigate and review health related matters and insurance options; and
- 9.) Effective July 1, 2011, the maximum accrual of sick leave will be reduced from 1000 hours to 800 hours of sick leave. Employees hired prior to July 1, 2011 with more than 800 accrued sick leave hours shall receive a cash payment for accrued sick leave in excess of 800. Thereafter, no cash payments will be given for accrued sick leave in excess of 800 hours. Employees hired on or after July 1, 2011, will not be permitted to receive a cash payment for any accrued sick leave, and their unused sick leave cannot be converted to CalPERS service credit; and
- 10.) Fire inspectors shall be issued uniforms consisting of up to three pairs of pants, three shirts, and one jacket when necessary due to normal wear and tear. Fire inspectors shall be responsible for the cleaning and maintenance of the uniforms, and will receive a \$250 stipend for cleaning and maintenance of the uniforms in the first pay period after July 1 of each year; and
- 11.) For those employees designated by the City as a Public Notary, effective the first full pay period in July 2011, the City will provide \$50 per month to employees who maintain a public notary; and
- 12.) Clarifying language will be added to Article 9.0 "Hours of Work" related to the work week, overtime and required out-of-town travel; and

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

The attached Letter of Intent and Exhibit A was tentatively agreed to between the parties, and was ratified by the membership of the bargaining unit on July 18, 2011. The Letter of Intent and Exhibit A embody the key items of the proposed MOU and also incorporate the items listed as 1-16 above.

Once approved by the City Council, the terms of the Letter of Intent will take effect immediately. After approval, both parties will continue to meet and confer to finalize the final language of the MOU. The final MOU will be brought back to City Council for approval.

ENVIRONMENTAL IMPACT

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

FISCAL IMPACT:

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

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 2011-7065 APPROVING AND ADOPTING A LETTER OF INTENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC



Gary R. Brown, City Manager

Attachment:

1. Resolution 2011-7065
2. Letter of Intent with Exhibit A

RESOLUTION NO 2011-7065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH APPROVING AND ADOPTING A LETTER OF INTENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC

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

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

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

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

WHEREAS, during the meet and confer process, the City and SEIU reached tentative agreements on several provisions and signed a Letter of Intent, attached as **Exhibit 1** to this Resolution and fully incorporated by reference herein; and

WHEREAS, the attached Letter of Intent outlining the tentative agreements has been ratified and approved by the membership of the bargaining unit;

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The above recitals are true and correct.

Section 2: The City Council hereby approves the Letter of Intent and tentative agreements, attached as **Exhibit 1** to this Resolution as agreed-upon terms and conditions of employment of members of the bargaining unit.

Be it further resolved that the City Council directs the City Manager, or his designee, to take any and all necessary and appropriate actions to immediately implement these agreed-upon terms and conditions of employment.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 3rd day of August, 2011, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK

Letter of Intent to Enter into a Memorandum of Understanding

WHEREAS, the Service Employees International Union, Local 221 (“SEIU”) is the exclusive bargaining agent and representative of the City’s Miscellaneous Classified Service; and

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

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

WHEREAS, during the meet and confer process, the City and SEIU reached a tentative agreement on a two year MOU for Fiscal Years 2011-2012 and 2012-2013; and

WHEREAS, the SEIU membership ratified the terms of this Letter of Intent and Exhibit A on July 18, 2011;

NOW THEREFORE, the City and SEIU mutually agree as follows:

- 1.) To the provisions of this Letter of Intent and **Exhibit A** attached hereto; and
- 2.) The parties agree to a new MOU for the period of July 1, 2011 through June 30, 2013, with the provisions of the MOU to be retroactive to July 1, 2011, except where specifically stated otherwise; and
- 3.) Full-time Miscellaneous employees hired prior to July 1, 2011, will receive a 3% stipend effective July 1, 2011, and a 2.5% stipend effective July 1, 2012. Full-time lifeguards hired prior to July 1, 2011 will receive a 5.5% stipend effective July 1, 2011, and a 9.5% stipend effective July 1, 2012. Part-time employees will not receive any stipends during the term of this MOU. Employees hired on or after July 1, 2011 will not receive any stipends during the term of this MOU; and
- 4.) There will be no COLAs or salary adjustments during the term of this MOU; and
- 5.) Effective July 1, 2011, Miscellaneous employees hired prior to July 1, 2011, shall pay the entire employee portion of the CalPERS retirement contribution. Effective July 1, 2011, Lifeguard employees hired prior to July 1, 2011, shall pay 4.5% of the employee portion of the CalPERS retirement contribution. Effective July 1, 2012, lifeguard employees shall pay the entire employee portion of the CalPERS retirement contribution; and
- 6.) The CalPERS formula for Miscellaneous employees hired on or after July 1, 2011, will be 2% @ 60 with the use of the average of the employee’s highest-three-year salary. The CalPERS formula for Lifeguard employees hired on or after July 1, 2011, will be 2% @ 50 with the use of the average of the employee’s highest-three-year salary. All employees hired on or after July 1, 2011 will pay the entire employee portion of the CalPERS retirement contribution, and will not be permitted to convert unused sick leave to CalPERS service credit; and
- 7.) Part-time employees will be moved to PARS and will no longer pay into Social Security. Once implemented through December 31, 2011, employees will contribute 2.10% into

- PARS and the City will contribute 5.40%. Beginning January 1, 2012, employees and the City will split the contribution equally at 3.75% each; and
- 8.) Effective July 1, 2011, the City shall increase by \$30 from \$795 to \$825 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Effective July 1, 2012, the City shall increase by \$30 from \$825 to \$855 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. For July 1, 2011, through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$795 per month. Effective January 1, 2012, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$400 per month. Employees hired on or after July 1, 2011, who elect not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$150 per month. Employees who elect not to be covered under the City's health plan must demonstrate proof of alternative medical and dental insurance; and
 - 9.) An Insurance Committee will be established to investigate and review health related matters and insurance options; and
 - 10.) Effective July 1, 2011, employees shall accrue a maximum of 800 hours of sick leave. Employees hired prior to July 1, 2011 with more than 800 accrued sick leave hours shall receive a cash payment for accrued sick leave in excess of 800. Then, there will not be any cash payments for accrued sick leave in excess of 800 hours. Employees hired on or after July 1, 2011, will not be permitted to receive a cash payment for any accrued sick leave, and their unused sick leave cannot be converted to CalPERS service credit; and
 - 11.) Fire inspectors shall be issued uniforms consisting of up to three pairs of pants, three shirts, and one jacket when necessary due to normal wear and tear. Fire inspectors shall be responsible for the cleaning and maintenance of the uniforms, and will receive a \$250 stipend for cleaning and maintenance of the uniforms in the first pay period after July 1 of each year; and
 - 12.) For those employees designated by the City as a Public Notary, effective the first full pay period in July 2011, the City will provide \$50 per month to employees who maintain a public notary; and
 - 13.) Clarifying language will be added to Article 9.0 "Hours of Work" related to the work week, overtime and required out-of-town travel as stated in Exhibit A; and
 - 14.) Clarifying language will be added to Article 11 "Holiday and Vacation Benefits" related to Saturday holidays and prorating floating holidays for new employees as stated in Exhibit A; and
 - 15.) All employees will be encouraged to sign up for direct deposit. If the need arises to replace a payroll check for any employee that does not utilize direct deposit, the check will be reissued with the next regularly scheduled payroll distribution; and
 - 16.) All references of "Personnel Officer" will be changed to "Human Resources Manager" throughout the MOU; and
 - 17.) There will be no strikes, sympathy strikes, slowdowns, sickouts or concerted stoppage of work during the term of this MOU; and

- 18.) Now that the SEIU membership voted to ratify this Letter of Intent and Exhibit A, the City will submit the Letter of Intent to the City Council for approval; and
- 19.) The parties will continue to meet and confer to finalize the language of the MOU within a reasonable time period after execution of this Letter of Intent; and
- 20.) The provisions in this Letter of Intent shall go into effect immediately upon Council approval.

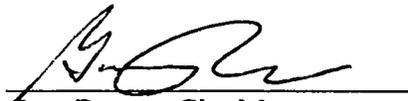
Executed in Imperial Beach, California by:

SEIU: 

David Garcias, SEIU President

7/22/2011
DATE

City of Imperial Beach:



Gary Brown, City Manager

7/22/11
DATE



Jessica Falk Michelli
Lead Negotiator & Deputy City Attorney

7-22-11
DATE

7-13-11

PROPOSAL #: 1

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

DATE MODIFIED 7-6-11

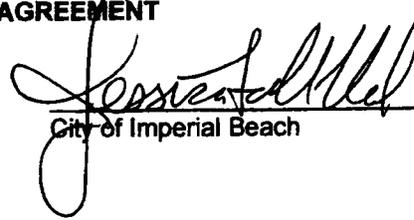
ARTICLE 29.0— TERM

The term of this Memorandum shall be for a two (2) year period commencing ~~July 1, 2009, July 1, 2011~~ and ending ~~June 30, 2014 June 30, 2013~~. All provisions of this MOU shall apply retroactively to July 1, 2011, except where specifically stated herein.

~~This Memorandum shall remain in effect and shall not expire prior to June 30, 2011. After that date, it may be terminated by the City Council upon 30 days written notice and a public hearing.~~

TENTATIVE AGREEMENT

 Date 7/13/2011
SEIU

 Date 7-13-11
City of Imperial Beach

PROPOSAL #: 5

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

DATE MODIFIED 5-9-11

DATE MODIFIED 5-24-11

DATE MODIFIED 6-16-11

ARTICLE 15.0— Salaries

1. All represented employees shall receive the following stipend amount during the term of this agreement, as follows:

- a. Miscellaneous Employees- Effective July 1, 2009 2011, full-time employees will receive a 1.5 ~~2.5~~ 3% stipend for those employed prior to July 1, 2009 2011. Effective July 1, 2012, full-time employees will receive a 4 2.5% stipend for those employed prior to July 1, 2011.

Part-time employees will not receive any stipends during the term of this MOU. receive 1.5% of salary earned in FY08-09 for those employed July 1, 2009.

- b. Effective July 1, 2010 a 1.5% stipend for those employed July 1, 2010 (prorated for employees that did not work the entire year.) Lifeguards- Effective July 1, 2011, full-time lifeguards will receive a 4.5 5 5.5% stipend for those employed prior to July 1, 2011. Effective July 1, 2012, full-time lifeguards will receive a 4.5 6.5 9.5% stipend for those employed prior to July 1, 2011.

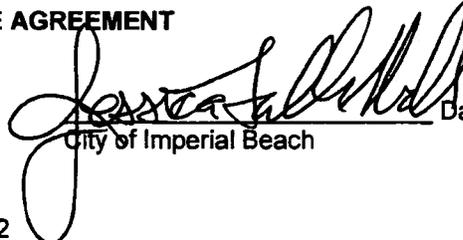
Part-time employees lifeguards will not receive any stipends during the term of this MOU. receive 1.5% of salary earned in FY08-09 for those employed July 1, 2009.

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

The CITY agrees to reopen the contract in April 2010 to discuss stipend amounts for FY11. If a new stipend percentage amount is established, that amount would be paid on or after the first full pay period of July 1, 2010.

TENTATIVE AGREEMENT

 Date 6-16-2011
SEIU

 Date 6-16-11
City of Imperial Beach

PROPOSAL #: 5

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

DATE MODIFIED 5-9-11

DATE MODIFIED 5-24-11

DATE MODIFIED 6-16-11

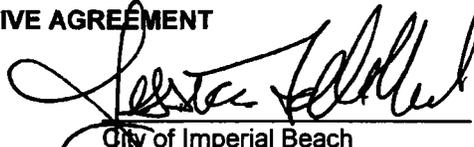
~~The CITY agrees to reopen the contract in April 2010 to discuss the findings of a compensation study on the Lifeguard series. The compensation study will be limited in scope to the base hourly rate compensation.~~

No cost of living salary adjustments or general salary increases shall be provided for the duration of the term of this MOU.

The City rejects SEIU's proposal for a "me too" clause.

TENTATIVE AGREEMENT

 Date 6-16-2011
SEIU

 Date 6-16-11
City of Imperial Beach

PROPOSAL #: 2&3

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

DATE MODIFIED 5-9-11

DATE MODIFIED 5-24-11

DATE MODIFIED 6-15-11

ARTICLE 16.0— RETIREMENT BENEFITS

1. ~~As of the pay period beginning 9-3-07 through 6-30-08 the employee will pay 6% and the CITY 2% of the total 8% employee share of CalPERS retirement costs. Beginning the first payroll in FY 08-09 CITY will assume the first 1% increase/decrease in total CalPERS costs (total of employee and employer costs) with any increase/decrease beyond 1% to be shared based on the formula as describe in section 2-below.~~

2. ~~Employees and CITY will share proportionally in any future increases or decreases in total cost of CalPERS. Example: If employer pays 13.185% and employee pays 5.7% then 69.817% of any CalPERS increase/decrease would be attributable to the employer and 30.183% of any CalPERS increases/decreases would be attributable to the employee (up to a maximum of 8% as allowed by CalPERS to be paid by the employee) each year until otherwise agreed.~~

For employees hired prior to July 1, 2011:

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

Lifeguard Employees- Effective July 1, 2011, employees shall pay 4.5% of the employee portion of the CalPERS retirement contribution. Effective July 1, 2012, employees shall pay the entire employee portion of the CalPERS retirement contribution.

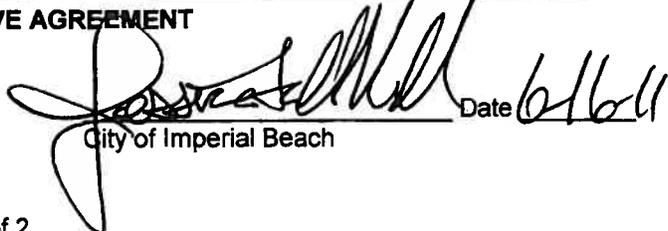
2. The CITY will continue to provide the following CalPERS retirement benefit for employees hired prior to July 1, 2011:

a. Miscellaneous- The City shall provide CalPERS 2.7% at 55 retirement.

TENTATIVE AGREEMENT


SEIU

Date 6/16/2011


City of Imperial Beach

Date 6/16/11

PROPOSAL #: 2&3

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

DATE MODIFIED 5-9-11

DATE MODIFIED 5-24-11

DATE MODIFIED 6-15-11

b. Lifeguards- The CITY shall provide full-time lifeguards CalPERS 2% at 50 retirement.

3. Full-time Employees hired on or after July 1, 2011:

a. Miscellaneous- The CalPERS formula for employees hired on or after July 1, 2011 through June 30, 2013 shall be 2% at 60 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire portion of the CalPERS retirement contribution.

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

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

4. Part-time employees: If approved by a vote of the part-time employees, all part time employees will be moved to PARS or APPLE and will no longer pay into Social Security.

If the part-time employees approve withdrawing from Social Security and moving to PARS or APPLE, then once implemented through December 31, 2011, employees will contribute 2.10% into PARS or APPLE and the City will contribute 5.40%. Beginning January 1, 2012, employees and the City will split the contribution equally at 3.75% each.

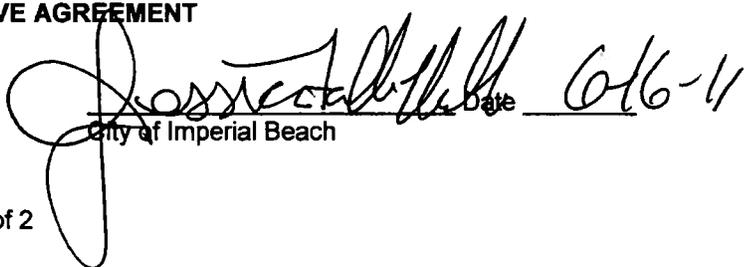
ARTICLE 31- Actuarial

CITY agrees to ~~request~~ provide to the UNION the actuarial from CalPERS requested via letter dated April 28, 2011, ~~six months prior to the contract expiration,~~ for the 3% @50 enhanced retirement benefit for Lifeguards.

TENTATIVE AGREEMENT


SEIU

Date 6/16/2011


City of Imperial Beach

Date 6/16-11

Reid 7-13-11

PROPOSAL #: 4-c

SEIU PROPOSAL: X

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

COUNTER PROPOSAL 7-13-11

ARTICLE 13.0— Insurance Benefits

1. Health Insurance Flexible Benefit Plan

~~Effective January 1, 2010 July 1, 2011, the CITY shall increase by \$50-\$30 from \$745 \$795 to \$795 \$825 per month (\$9,540 \$9900 per plan year) the maximum the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits, including a taxable cash benefit as described under the City's Flexible Health Benefit Plan. Effective July 1, 2012, the City shall increase by \$30, from \$825 to \$855 per month, the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits. Employees must spend the above stated increases on health related costs (medical, dental, vision), and show proof thereof, otherwise, employees will not receive the increases.~~

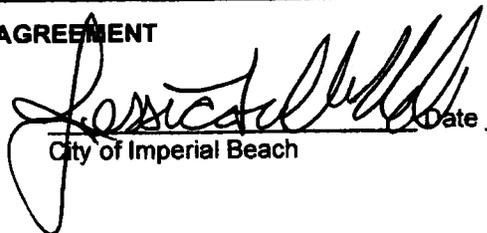
All CITY health insurance carriers are provided through the California Public Employees Retirement Systems (CalPERS). Each employee who elects health insurance shall have \$16 (or the amount required by CalPERS) of the ~~\$795~~ monthly amount paid by the City to PERS for that benefit, with the remaining balance available for other cafeteria selections.

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

For July 1, 2011 through December 31, 2011, an employee hired prior to July 1, 2011, who elects not to be covered under the City's Health insurance plan may cash out as a taxable cash benefit a maximum of \$795 per month. Effective January 1, 2012, an EMPLOYEE hired prior to July 1, 2011, who elects not to be covered under the City's health insurance plan, may use the total amount for other eligible cafeteria benefits may cash out as a taxable cash benefit a maximum of \$300 \$400 per month. Those EMPLOYEES who elect not to be covered under the City's

TENTATIVE AGREEMENT

 Date 7/13/2011
SEIU

 Date 7-13-11
City of Imperial Beach

PROPOSAL #: 4-c

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

COUNTER PROPOSAL 7-13-11

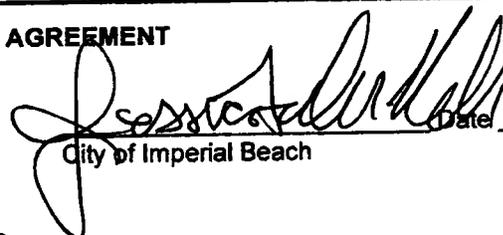
health insurance plan must demonstrate proof of alternative medical and dental ~~coverage- insurance~~ (i.e. spouse coverage).

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

~~The CITY agrees to reopen the contract in August 2010 to consider changes to the Health Insurance Flexible Benefit Plan amount, for Plan Year 2011.~~

TENTATIVE AGREEMENT


SEIU Date 7/13/2011


City of Imperial Beach Date 7-13-11

PROPOSAL #: 4D

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

COUNTER PROPOSAL 5-9-11

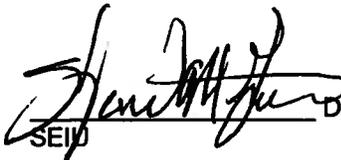
DATE MODIFIED 5-24-11

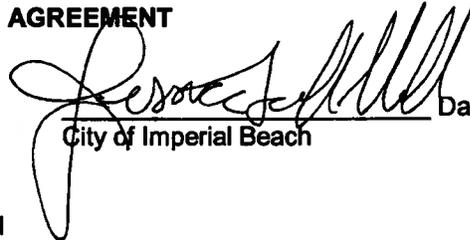
ARTICLE 13.0— Insurance Benefits

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

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

TENTATIVE AGREEMENT


SEIU Date 5-24-11


City of Imperial Beach Date 5-24-11

PROPOSAL #: 16

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

COUNTER PROPOSAL 5-9-11

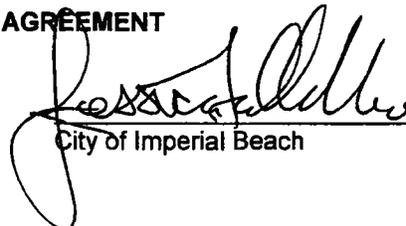
ARTICLE 13.0— Insurance Benefits

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

TENTATIVE AGREEMENT


SEIU

Date 5-24-2011


City of Imperial Beach

Date 5-24-11

PROPOSAL #: 7

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

COUNTER PROPOSAL 5-9-11

ARTICLE 10.0— Sick Leave and Industrial Accident Benefits

It is agreed that sick leave for each probationary and regular employee in the CITY service subject to these provisions, shall be authorized as follows:

1. Sick Leave Accrual:

a. Employees hired prior to July 1, 2011: Employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 hours for each full twelve (12) months of service. A maximum of ~~4000~~ 800 hours may be accumulated. ~~Once an employee has reached the maximum of 1,000 hours, he/she will continue to accrue sick leave hours up and through June 30 of each year at which time the employee will be subject to the sick leave payoff procedure.~~

b. Employees hired on or after July 1, 2011: Employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 hours for each full twelve (12) months of service. A maximum of 800 hours may be accumulated.

2. Sick Leave Permitted: Employees may use accrued sick leave with pay for absences necessitated as follows:

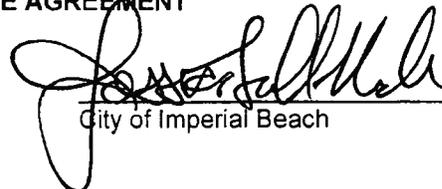
- a. Illness, including contagious disease, or injury.
- b. Authorized absence for medical care and/or appointments.
- c. Death, illness, or injury of a member of the immediate family or domestic partner. To be eligible for the domestic partner benefit, the employee must register their domestic partner with the CITY

3. Sick Leave Payoff:

a. Employees hired prior to July 1, 2011: ~~Only if employed on June 30 each year, regular employees shall receive cash payment for accrued sick leave in excess of 1,000 hours. Employees with more than 800 accrued sick leave hours as of July 7, 2011, shall receive a cash payment on July 21, 2011 for accrued sick leave in excess of~~

TENTATIVE AGREEMENT

 Date 5/17/11
SEIU

 Date 5/17/11
City of Imperial Beach

PROPOSAL #: 7

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

COUNTER PROPOSAL 5-9-11

~~800. After July 21, 2011, there will not be any cash payment for accrued sick leave in excess of 1000 800 hours. Upon retirement from CITY service or separation in good standing after five (5) years of completed CITY service, regular employees shall receive cash payment for fifty (50%) percent of their accrued up to 800 accrued sick leave hours hours of sick leave to with a maximum of 500 hours cash payment for no more than 400 accrued sick leave hours. Upon the death of a regular employee after five (5) years of completed CITY service, his/her beneficiary shall receive cash payment for fifty (50%) percent of the accrued hours of sick leave to a maximum of 500 400 hours. Employees or beneficiaries shall receive maximum sick leave cash payment for no more than 500 accrued sick leave hours~~

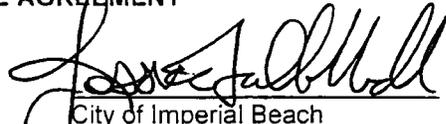
b. Employees hired on or after July 1, 2011- Employees hired on or after July 1, 2011, will not be permitted to receive a cash payment for any accrued sick leave, and unused sick leave cannot be converted to CalPERS service credit.

4. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the current or latest pay rate of the employee.

5. Industrial Accident Leave: Employees on industrial accident leave shall receive up to 30 working days full pay in lieu of temporary disability payments. Should an industrial injury extend beyond 30 working days, employees may, on a pro rata basis, augment temporary disability pay with accrued sick leave, vacation or compensating time off benefits.

TENTATIVE AGREEMENT

 Date 5/17/11
SEIU

 Date 5-17-11
City of Imperial Beach

PROPOSAL #: 19

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 5-9-11

DATE MODIFIED 5-24-11

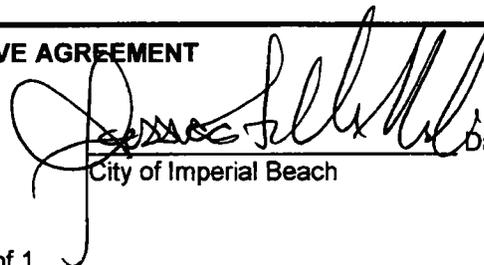
This proposal is in response and a counter to SEIU's proposal.

ARTICLE 14.0— UNIFORMS

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

TENTATIVE AGREEMENT

 Date 5-24-2011
SEIU

 Date 5-24-11
City of Imperial Beach

PROPOSAL #: B

SEIU PROPOSAL: X

MANAGEMENT PROPOSAL:

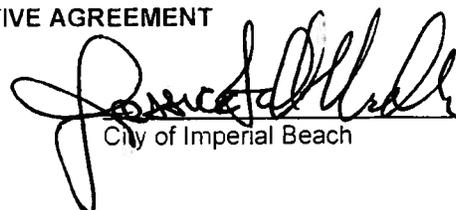
DATE PROPOSED: 5-5-11

ARTICLE 7.0— GENERAL PROVISIONS

21. Notary Pay Differential: Effective the first full pay period in July 2011, the City will provide \$50.00 per month to employees who maintain a public notary and who are designated by the City as a Public Notary.

TENTATIVE AGREEMENT

 Date 5/9/11
SEIU

 Date 5-9-11
City of Imperial Beach

PROPOSAL #: 9, 12 & 13

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

ARTICLE 9.0— HOURS OF WORK

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

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

This section does not apply to lifeguard employees.

3. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established ~~workday and/or~~ workweek for that class and department provided; however, that leave without pay shall not be considered to be work time.

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

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

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

TENTATIVE AGREEMENT

 Date 5/9/11
SEIU

 Date 5-9-11
City of Imperial Beach

PROPOSAL #: 14 & 15

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

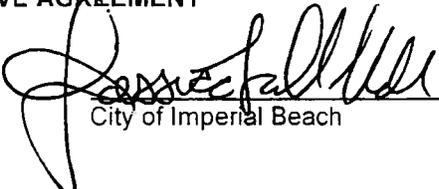
ARTICLE 11.0— HOLIDAY AND VACATION BENEFITS

3. Saturday Holiday: When a holiday listed herein falls on a Saturday, ~~the employee shall be credited with an additional day of vacation~~ the preceding Friday will be observed as a Holiday.

4. Floating Holidays: Employees shall receive two (2) floating holiday paid absences from work annually to be taken on a day mutually agreeable to the employee and the department head. When an employee is hired, floating holidays will be prorated for the year. Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. All floating holidays to be taken on days mutually agreeable to the employee and the Department head.

TENTATIVE AGREEMENT


SEIU Date 5/17/11


City of Imperial Beach Date 5-17-11

7-13-11

PROPOSAL #: 10

SEIU PROPOSAL: _____

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

DATE MODIFIED 5-24-11

DATE MODIFIED 7-5-11

ARTICLE 7.0— General Provisions

20. Direct Deposit: All current and new employees hired on or after July 1, 2011 shall sign up for direct deposit.

All employees are encouraged to sign up for direct deposit. If the need arises to replace a payroll check for any employee that does not utilize direct deposit, the check will be reissued with the next regularly scheduled payroll distribution.

TENTATIVE AGREEMENT

M. Wilson Date 7/13/2011
SEIU

[Signature] Date 7-13-11
City of Imperial Beach

PROPOSAL #: 11

SEIU PROPOSAL: _____

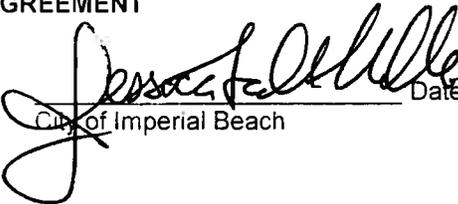
MANAGEMENT PROPOSAL: X

DATE PROPOSED: 4-27-11

City's Proposal to change all references of "Personnel Officer" to "Human Resources Manager" throughout the MOU.

TENTATIVE AGREEMENT

 Date 5/9/11
SEIU

 Date 5-9-11
City of Imperial Beach

Rec'd 7-13-11

PROPOSAL #: 18

SEIU PROPOSAL: 18-A

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 7-13-11

NEW ARTICLE 35.0- STRIKES AND OTHER CONCERTED ACTIVITIES

~~1. **No Strike.** During the term of this MOU, neither the employees nor any employees, agents or representatives will instigate, promote, sponsor, engage in, or condone any it is agreed that there will be no strikes, including sympathy strike, slowdown, concerted stoppage of work, or sickouts, sit-ins, work-to-rule campaigns, or any other intentional disruption of the operations of the CITY, regardless of the reason for so doing.~~

~~2. **Penalty.** Any employee engaging in activity prohibited by Section 1 "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action up to and including termination.~~

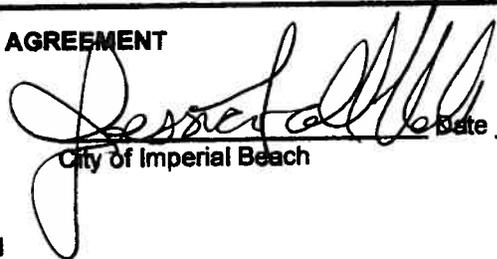
~~3. **No Lockout.** During the term of this MOU, the CITY will not instigate a lockout over a dispute with the employees so long as there is no breach of Section 1 "No Strike" of this Article.~~

~~4. **Association Official Responsibility.** Each employee or other person who holds the position of officer of the Recognized Employee Organization occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under Section 1 "No Strike" of this Article, and to inform them of the penalty for failure to comply.~~

~~5. **Enforcement.** In the event the CITY is required to enforce the provisions of this Article by court action, or in the event that SEIU is required to enforce the provisions of said Article by court action, an injunction may be issued.~~

TENTATIVE AGREEMENT

 Date 7/13/2011
SEIU

 Date 7-13-11
City of Imperial Beach



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: AUGUST 3, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*

SUBJECT: ADOPTION OF RESOLUTION NO. 2011-7066 REQUESTING FUNDS FROM THE CALIFORNIA COASTAL COMMISSION'S BEACH SAND REPLENISHMENT/MITIGATION FUND ADMINISTERED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) TO BE USED FOR THE REGIONAL BEACH SAND PROJECT (RBSP) II

BACKGROUND:

The City of Imperial Beach's General Plan/Local Coastal Program and Implementing Zoning Ordinance establish and provide for the collection of a sand mitigation fee which is collected as mitigation for the potential adverse impacts associated with the construction of shoreline protection structures along the City's coastline. When a project applicant proposes to construct a new shoreline protection device such as a seawall or revetment, a fee is collected by the California Coastal Commission pursuant to Section 19.87.050 and is held in an interest-bearing account that is administered by SANDAG. The purpose of the fund is "... to aid SANDAG, the city or a commission-approved alternate entity, in the restoration of the beaches within San Diego County" and "shall solely be used to implement projects which provide sand to the region's beaches, not to fund operations, maintenance or planning studies." The Beach Sand Replenishment Fund for the City of Imperial Beach currently has a balance of \$27,493.74.

On March 2, 2011, the City Council authorized the execution of Amendment No. 1 to the Memorandum of Understanding (MOU) between the City of Imperial Beach and SANDAG to facilitate payment for the planning and construction of RBSP II. The Amendment also committed the City to providing funding necessary for construction of at least Alternative 1 of the project which would place 120,000 cubic yards of sand on the beach. The City Council had previously supported having the Environmental Impact Report (EIR) for the Project consider and analyze a second alternative (Alternative 2) which would provide up to 650,000 cubic yards of beach sand. Also on March 2, 2011, the City Council was advised that SANDAG was considering processing a consolidated Coastal Permit for all cities participating in the project directly through the Coastal Commission. On June 16, 2011, this Coastal Permit was approved by the Coastal Commission. A coastal permit is also required from the Port District and is currently being processed for the City of Imperial Beach's portion of the project. Construction of the project is expected to begin on April 1, 2012.

DISCUSSION:

Staff is seeking authorization from the City Council to request the use of all available Beach Sand Replenishment Funds collected by the California Coastal Commission through the established sand mitigation fee. It is expected that these funds will go towards placing as much additional sand as possible onto the City's beach under the Alternative 2 project which would allow for up to 650,000 cubic yards of sand. If approved, copies of Resolution No. 2011-7066 would be forwarded to the Executive Director of the Coastal Commission and to SANDAG who administers this Beach Sand Replenishment Fund. If spent strictly on sand, it is estimated that the \$27,493.74 of funds currently available would equate to approximately 1,964 to 2,291 cubic yards of additional sand. However, due to budget overruns, it is not yet known what impact these additional funds would have on the project.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

A Draft Environmental Impact Report/Environmental Assessment (EIR/EA) was prepared for the project and circulated for public review. SANDAG is the state lead agency responsible for compliance with CEQA. The United States Army Corps of Engineers is the federal lead agency responsible for compliance with the National Environmental Policy Act of 1969 (NEPA).

The Final EIR/EA was certified by SANDAG on May 27, 2011. It determined that no long-term significant impacts are expected to occur from implementation of the project as proposed and as described above for the City of Imperial Beach. Sand placement would occur around the clock, on a 7-day/24-hour basis, with 14 construction days estimated for Alternative 1 and 70 construction days estimated for Alternative 2. These longer construction hours would result in more efficient construction and greater production rates, and would allow for more sand to be placed on Imperial Beach. Although not identified as a significant impact, these construction hours may necessitate issuance of a noise variance.

FISCAL IMPACT:

To date, the City of Imperial Beach has contributed a total of \$44,937 to the project for preliminary planning, engineering, environmental review and permitting. The Amendment to the MOU approved by the City Council on March 2, 2011, authorized the expenditure of \$20,892 to go towards biological and shoreline monitoring, construction management and contingency and also authorized \$153,111 to go towards construction of Alternative 1 (120,000 cubic yards of sand).

On June 7, 2011, the City was advised by the State Department of Boating and Waterways that it had approved the redirection of the \$4.2 million of Public Beach Restoration Funds currently under contract for the Army Corps of Engineers Imperial Beach – Silver Strand Shoreline Project to the SANDAG RBSP II Project. A 15% local share of approximately \$735,000 will be required for the use of these funds. Additionally, the City hopes to receive \$1 million from the Port District to go towards this project and those funds could be used to provide the local share required for the State funds. Together, these funds will allow the City to receive a much larger amount of beach sand for this project.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2011-7066 requesting the use of all available funds in the California Coastal Commission's Beach Sand Replenishment/Mitigation Fund for SANDAG's Regional Beach Sand Project II.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7066

RESOLUTION NO. 2011-7066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, REQUESTING FUNDS FROM THE CALIFORNIA COASTAL COMMISSION'S BEACH SAND REPLENISHMENT/MITIGATION FUND ADMINISTERED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) TO BE USED FOR THE REGIONAL BEACH SAND PROJECT (RBSP) II

WHEREAS, in 1996, SANDAG adopted the Shoreline Preservation Strategy (Strategy) that outlines an extensive beach building and maintenance program for the critical shoreline erosion areas in the region, containing a comprehensive set of recommendations on the beach building program and on financing and implementation; and

WHEREAS, in 2001, SANDAG successfully implemented a Regional Beach Sand Project (RBSP) that placed 2.1 million cubic yards of sand on 12 beaches in the San Diego region; and

WHEREAS, in 2004, SANDAG adopted the Regional Comprehensive Plan (RCP), which is a strategic land use planning framework for the San Diego region through 2030 that supports the continued implementation of the Strategy, outlining the preservation and enhancement of the region's beaches and nearshore areas as environmental and recreational resources that must be protected; and

WHEREAS, the San Diego region is committed to implementing the Strategy and RCP; and

WHEREAS, the region's Coastal Cities, including the City of Coronado, have expressed an interest and desire to implement another such project, the Regional Beach Sand Project II (the "Project") on a regional basis, as economies of scale and efficiencies would likely result in a more productive and successful project; and

WHEREAS, a number of benefits, including recreational, economic, and public safety enhancements, protection of infrastructure, and increases in habitat would occur as the result of beach nourishment; and

WHEREAS, the Beach Sand Replenishment/Mitigation Fund consists of fees collected by the California Coastal Commission through the City's coastal development permit process pursuant to Imperial Beach Municipal Code Section 19.87.050 for potential adverse impacts associated with the construction of shoreline protection devices such as seawalls and revetments; and

WHEREAS, the fees are deposited in an interest-bearing account created and administered by SANDAG, with all interest earned and payable to the account for purposes stated below; and

WHEREAS, the purpose of the account is to provide a Beach Sand Replenishment/Mitigation Fund to aid local governments, working cooperatively with SANDAG, in the restoration and replenishment of beaches within San Diego County; and

WHEREAS, the funds will be solely used to implement projects which provide sand to the region's beaches; and

WHEREAS, the Regional Beach Sand Project II will place between 120,000 and 650,000 cubic yards of beach quality sand on the beach in the City of Imperial Beach.

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

1. The foregoing recitations are true and correct.
2. According to the Memorandum of Understanding between the California Coastal Commission and SANDAG, the Beach Sand Replenishment/Mitigation Funds are available for projects that place sand on the beach.
3. That the City Council approves the request to utilize all available funding from the Beach Sand Replenishment/Mitigation Fund for the City of Imperial Beach to be used for construction of SANDAG's Regional Beach Sand Project II.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 3rd day of August 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: August 3, 2011

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: RESOLUTION NO. 2011-7064 – AUTHORIZING COOKING HOODS AGREEMENTS WITH IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS' SOFTBALL

BACKGROUND:

The Imperial Beach Little League and Imperial Beach Girls' Softball currently use the fields at the Imperial Beach Sports Park. During their respective events, both organizations use cooking hoods to cook various foods, including french fries, hot dogs, corn dogs and other items using a deep fryer. The City Fire Inspector reviewed the current cooking hoods and determined they were unsuitable for use. Both the City and the leagues desire to allow future cooking of food that requires cooking hoods, so the parties negotiated terms as outlined below.

DISCUSSION:

The City spoke with the both organizations and came to an agreement whereby the City would purchase a cooking hood for use by each organization, and each league would have to maintain the hoods. The maintenance obligations would include preparing the hoods for inspections and bearing the cost of any repairs. The City would still have ownership of the hoods.

The City has bid out the cost of the purchase and installation of the cooking hoods. The hoods will be installed after execution of the maintenance agreements. The obligation on behalf of both leagues will last as long as each league lasts or the life of the cooking hoods. Both agreements have standard indemnification and insurance requirements to protect the interests of the City.

FISCAL IMPACT:

The cooking hoods cost \$8,700 total. All maintenance and repair costs will rest with the two leagues.

CITY MANAGER'S RECOMMENDATION:

Staff recommends the City Council approve Resolution No. 7064 - AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS' SOFTBALL FOR THE MAINTENANCE OF COOKING HOODS AT IMPERIAL BEACH SPORTS PARK.



Gary R. Brown, City Manager

Attachments:

1. Resolution No. 2011-7064
2. Maintenance Agreements with IB Little League and IB Girls' Softball

RESOLUTION NO. 2011-7064

A RESOLUTION OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS' SOFTBALL FOR THE MAINTENANCE OF COOKING HOODS AT IMPERIAL BEACH SPORTS PARK

WHEREAS, the Imperial Beach Little League and Imperial Beach Girls' Softball (IBGS) are long term users of the Imperial Beach Sports Park (Sports Park) baseball fields; and

WHEREAS, both the IBLL and IBGS have previously used cooking hoods to cook food at their events at the Sports Park; and

WHEREAS, the cooking hoods previously used by IBLL and IBGS have been deemed unfit for continued use by the City Fire Inspector; and

WHEREAS, the City desires to assist both IBLL and IBGS with the purchase and installation of new cooking hoods that meet safety standards in exchange for the ongoing maintenance and repair of the cooking hoods by IBLL and IBGS; and

WHEREAS, the City will still have ownership of the cooking hoods, but both IBLL and IBGS will have the ongoing maintenance and repair obligations of the cooking hoods for the life of the cooking hoods or the duration their organizations exist.

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

1. The foregoing recitals are true and correct.
2. Adopt Resolution 2011-7064 authorizing the City Manager to execute agreements with Imperial Beach Little League and Imperial Beach Girls' Softball for the maintenance of cooking hoods at Imperial Beach Sports Park.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 3rd day of August 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

MAINTENANCE AGREEMENT BETWEEN THE CITY OF IMPERIAL
BEACH AND IMPERIAL BEACH LITTLE LEAGUE

This agreement for maintenance (the "Agreement") made this _____ day of _____, 2011, by and between the City of Imperial Beach, hereinafter referred to as "City" and Imperial Beach Little League, a 501(c)(3) nonprofit corporation, hereinafter referred to as "League", individually referred to as a "Party" or collectively as "Parties."

WHEREAS, the League desires to make available hot food items by utilizing the cooking hood manufactured by Greenheck, Model No. XBEW-48S at the Imperial Beach Sports Park (the "Cooking Hood"), located at the southern portion of the building located at 425 Imperial Avenue, Imperial Beach, CA 91932 (the "Sports Park");

WHEREAS, the City has agreed to purchase, install and obtain the necessary permits for the Cooking Hood to enable the League to provide hot food (the "City Obligations"); and

WHEREAS, in exchange for the City Obligations, the League has agreed to conduct all maintenance and inspection of the Cooking Hood, as further defined below, (the "League Obligations").

AGREEMENT

1. City Obligations. City shall complete the City Obligations in a timely manner. City shall bear the cost for fulfilling the City Obligations. Once City has finished installation of and obtaining the permits for the Cooking Hood, City Obligations shall be complete. After City has fulfilled the City Obligations, City shall notice League in writing. Upon said notification, League shall become immediately responsible for fulfillment of all League Obligations, as outlined further below.
2. League Obligations. League Obligations shall include, but not be limited to, the following:
 - (a) Having the wet-chemical extinguishing systems maintained, periodically inspected and tested in accordance with California Code of Regulations Title 19, Division 1; Chapter 5, Title 24, Part 9, NFPA 17 A NFPA 96 and their listing. Systems shall be inspected and tested by a licensed C-16 contractor for proper operation at 6 month intervals or not less than indicated by the manufacturer, listing agency and AHJ approved standard.
 - (b) Contacting the City Fire Inspection office for an inspection of the Cooking Hood at least every six months, beginning on the date the League Obligations begin.
 - (c) Repairing the Cooking Hood when reasonably necessary.
 - (d) Complying with all manufacturer's instructions for operation, care and maintenance of the Cooking Hood.
 - (e) Bearing all costs arising out of or related to the League Obligations.

3. Duration. League Obligations shall remain an ongoing obligation for the life of the League, or is its successors and/or assigns, or the life of the Cooking Hood, whichever expires first. League Obligations shall not terminate until the PARTIES mutually agree in writing that the League Obligations have expired in accordance with this section 3.
4. Termination. City may terminate this Agreement at any time by giving written notice of same and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.
5. Enforcement. Should City, in its sole discretion, determine that League has failed to fulfill any League Obligations, City shall have the right, but not the obligation, to complete any and all League Obligations. City shall then have the right to charge League for any and all costs incurred resulting from said enforcement.
6. Hold Harmless. League agrees to indemnify, defend, save and hold harmless City, its elected officials, officers, agents and employees from any and all liability, claims, damages, or injuries to any person, and all expenses of investigating and defending against same which arise from or are connected with League's performance of or failure to perform the work, the League Obligations, operation of the Cooking Hood, or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of League.
7. Insurance. Throughout the duration of this Agreement, League shall comply with the following insurance requirements:
 - a. General Liability Coverage. League shall maintain commercial general liability insurance in an amount not less than one million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence-basis limit.
 - b. Policy Endorsements. Each general liability insurance policy required hereunder shall be with insurers possessing a Best's rating of no less than A:VII and shall include the following:
 - i. The City of Imperial Beach, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of covered work performed by or on behalf of the League, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

c. Deductibles and Self-Insured Retentions. All deductibles and self-insured retentions amounts of the required policies are the sole liabilities of League and its subcontractors, respectively.

d. Certificates of Insurance and Endorsements. League shall provide certificates of insurance to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

8. Assignability. This Agreement shall not be assigned by either party without prior written approval of the other.

9. Audit of Records. At any time during normal business hours and as often as may be deemed necessary the League shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records.

10. Attorney's Fees. In the event of litigation over the performance of the Agreement, the prevailing Party shall be entitled to attorney's fees and costs incurred during the course of litigation.

11. 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:

To City:
Gary Brown
City Manager
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

To League:

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

12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.
13. Amendments. This Agreement may be modified or amended only by a written document executed by both League and City and approved as to form by the City Attorney.
14. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
15. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto.
16. Representations, Warranties. Each Party executing this Agreement represents and warrants that s/he has the authority to legally bind the respective Party to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

17. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

City of Imperial Beach,
a municipal corporation

Imperial Beach Little League,
a 501(c)(3) nonprofit corporation

Gary Brown, City Manager

Name, Title

Ronald K. Spivey
President

APPROVED AS TO FORM:

City Attorney

MAINTENANCE AGREEMENT BETWEEN THE CITY OF IMPERIAL
BEACH AND IMPERIAL BEACH GIRLS' SOFTBALL

This agreement for maintenance (the "Agreement") made this ____ day of _____, 2011, by and between the City of Imperial Beach, hereinafter referred to as "City" and Imperial Beach Girls' Softball, a 501(c)(3) nonprofit corporation, hereinafter referred to as "League", individually referred to as a "Party" or collectively as "Parties."

WHEREAS, the League desires to make available hot food items by utilizing the cooking hood manufactured by Greenheck, Model No. XBEW-48S at the Imperial Beach Sports Park (the "Cooking Hood"), located at the northern portion of the building located at 425 Imperial Avenue, Imperial Beach, CA 91932 (the "Sports Park"); and

WHEREAS, the City has agreed to purchase, install and obtain the necessary permits for the Cooking Hood to enable the League to provide hot food (the "City Obligations"); and

WHEREAS, in exchange for the City Obligations, the League has agreed to conduct all maintenance and inspection of the Cooking Hood, as further defined below, (the "League Obligations").

AGREEMENT

1. City Obligations. City shall complete the City Obligations in a timely manner. City shall bear the cost for fulfilling the City Obligations. Once City has finished installation of and obtaining the permits for the Cooking Hood, City Obligations shall be complete. After City has fulfilled the City Obligations, City shall notice League in writing. Upon said notification, League shall become immediately responsible for fulfillment of all League Obligations, as outlined further below.
2. League Obligations. League Obligations shall include, but not be limited to, the following:
 - (a) Having the wet-chemical extinguishing systems maintained, periodically inspected and tested in accordance with California Code of Regulations Title 19, Division 1; Chapter 5, Title 24, Part 9, NFPA 17 A NFPA 96 and their listing. Systems shall be inspected and tested by a licensed C-16 contractor for proper operation at 6 month intervals or not less than indicated by the manufacturer, listing agency and AHJ approved standard.
 - (b) Contacting the City Fire Inspection office for an inspection of the Cooking Hood at least every six months, beginning on the date the League Obligations begin.
 - (c) Repairing the Cooking Hood when reasonably necessary.
 - (d) Complying with all manufacturer's instructions for operation, care and maintenance of the Cooking Hood.
 - (e) Bearing all costs arising out of or related to the League Obligations.

3. Duration. League Obligations shall remain an ongoing obligation for the life of the League, or is its successors and/or assigns, or the life of the Cooking Hood, whichever expires first. League Obligations shall not terminate until the PARTIES mutually agree in writing that the League Obligations have expired in accordance with this section 3.
4. Termination. City may terminate this Agreement at any time by giving written notice of same and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.
5. Enforcement. Should City, in its sole discretion, determine that League has failed to fulfill any League Obligations, City shall have the right, but not the obligation, to complete any and all League Obligations. City shall then have the right to charge League for any and all costs incurred resulting from said enforcement.
6. Hold Harmless. League agrees to indemnify, defend, save and hold harmless City, its elected officials, officers, agents and employees from any and all liability, claims, damages, or injuries to any person, and all expenses of investigating and defending against same which arise from or are connected with League's performance of or failure to perform the work, the League Obligations, operation of the Cooking Hood, or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of League.
7. Insurance. Throughout the duration of this Agreement, League shall comply with the following insurance requirements:
 - a. General Liability Coverage. League shall maintain commercial general liability insurance in an amount not less than one million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence-basis limit.
 - b. Policy Endorsements. Each general liability insurance policy required hereunder shall be with insurers possessing a Best's rating of no less than A:VII and shall include the following:
 - i. The City of Imperial Beach, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of covered work performed by or on behalf of the League, including materials, parts or equipment furnished in connection with such work or operations.
 - ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

c. Deductibles and Self-Insured Retentions. All deductibles and self-insured retentions amounts of the required policies are the sole liabilities of League and its subcontractors, respectively.

d. Certificates of Insurance and Endorsements. League shall provide certificates of insurance to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

8. Assignability. This Agreement shall not be assigned by either party without prior written approval of the other.

9. Audit of Records. At any time during normal business hours and as often as may be deemed necessary the League shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records.

10. Attorney's Fees. In the event of litigation over the performance of the Agreement, the prevailing Party shall be entitled to attorney's fees and costs incurred during the course of litigation.

11. 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:

To City:
Gary Brown
City Manager
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

To League:

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

12. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.
13. Amendments. This Agreement may be modified or amended only by a written document executed by both League and City and approved as to form by the City Attorney.
14. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
15. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto.
16. Representations, Warranties. Each Party executing this Agreement represents and warrants that s/he has the authority to legally bind the respective Party to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

17. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

City of Imperial Beach,
a municipal corporation

Imperial Beach Girls' Softball,
a 501(c)(3) nonprofit corporation

Gary Brown, City Manager

Name, Title

APPROVED AS TO FORM:

City Attorney



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: August 3, 2011

ORIGINATING DEPT.: CITY MANAGER

SUBJECT: RESOLUTION NO. 2011-7067 – IMPLEMENTING PAY AND BENEFIT CHANGES FOR DEPARTMENT HEADS, MID-MANAGEMENT AND CONFIDENTIAL EMPLOYEES

DISCUSSION:

Traditionally, certain pay and benefit changes for Department Heads, mid-management and confidential employees have been similar to the changes made for the City's Miscellaneous Classified Service. Department Heads and mid-management employees include those positions designated as such in the City of Imperial Beach Salary and Compensation Plan adopted by City Council, and includes all Appointive Management employees designated by the City Manager.

The employees in the City's Miscellaneous Classified Service are formally represented by the Service Employees International Union Local 221, CTW, CLC (hereinafter, "SEIU"). The City and SEIU reached agreement for a Memorandum of Understanding for fiscal years 2011-2013. In keeping with the City's goal of fiscal sustainability, the City wishes to implement similar pay and benefit changes for Department Heads, mid-management and confidential employees, specifically:

1. Effective July 1, 2011, Department Heads, mid-management and confidential employees, except for the Public Safety Director and Lifeguard Captain, shall pay the entire employee portion of the CalPERS retirement contribution. Effective July 1, 2011, the Public Safety Director and Lifeguard Captain shall pay 4.5% of the employee portion of the CalPERS retirement contribution; and
2. The CalPERS formula for non-public safety Department Heads, mid-management and confidential employees hired on or after July 1, 2011, will be 2% @ 60 with the use of the average of the employee's highest-three-year salary. The CalPERS formula for public safety Department Head, mid-management and confidential employees hired on or after July 1, 2011, will be 2% @ 50 with the use of the average of the employee's highest-three-year salary. All employees hired on or after July 1, 2011 will pay the entire employee portion of the CalPERS retirement contribution, and they will not be permitted to convert unused sick leave to CalPERS service credit; and

3. Department Heads, mid-management and confidential employees, except for the Public Safety Director and Lifeguard Captain, will receive a 3% stipend effective July 1, 2011. The Public Safety Director and Lifeguard Captain will receive a 5.5% stipend effective July 1, 2011; and

4. Effective July 1, 2011, the City shall increase by \$30 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits.

Once approved by the City Council, the changes to pay and benefits for Department Heads, mid-management and confidential employees will take effect immediately.

ENVIRONMENTAL IMPACT

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

FISCAL IMPACT:

As mentioned in Item No. 2.3 of this agenda, the savings from the Letter of Intent with SEIU and actions related to management employees will save approximately \$70,000 per year over the next two fiscal years and over \$200,000 per year within 5 years.

CITY MANAGER'S RECOMMENDATION:

Adopt Resolution No. 2011-7067, implementing pay and benefit changes for Department Heads, mid-management and confidential employees.



Gary R. Brown, City Manager

Attachment:

1. Resolution 2011-7067

RESOLUTION NO 2011-7067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH IMPLEMENTING PAY AND BENEFIT CHANGES FOR DEPARTMENT HEADS, MID-MANAGEMENT AND CONFIDENTIAL EMPLOYEES

WHEREAS, in recent years certain pay and benefit changes for Department Heads, mid-management and confidential employees have been similar to the changes made for the City's Miscellaneous Classified Service; and

WHEREAS, Department Heads and mid-management employees include those positions designated as such in the City of Imperial Beach Salary and Compensation Plan adopted by City Council, and includes all Appointive Management employees designated by the City Manager; and

WHEREAS, for fiscal years 2011-2013, the City implemented numerous pay and benefit changes for the City's Miscellaneous Classified; and

WHEREAS, in keeping with the City's goal of fiscal sustainability, the City wishes to implement similar pay and benefit changes for Department Heads, mid-management and confidential employees.

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The foregoing recitals are true and correct.

Section 2: The City Council of the City of Imperial Beach hereby adopts the following changes to pay and benefits for Department Heads, mid-management and confidential employees:

A. Effective July 1, 2011, Department Heads, mid-management and confidential employees, except for the Public Safety Director and Lifeguard Captain, shall pay the entire employee portion of the CalPERS retirement contribution. Effective July 1, 2011, the Public Safety Director and Lifeguard Captain shall pay 4.5% of the employee portion of the CalPERS retirement contribution; and

B. The CalPERS formula for non-public safety Department Heads, mid-management and confidential employees hired on or after July 1, 2011, will be 2% @ 60 with the use of the average of the employee's highest-three-year salary. The CalPERS formula for public safety Department Heads, mid-management and confidential employees hired on or after July 1, 2011, will be 2% @ 50 with the use of the average of the employee's highest-three-year salary. All employees hired on or after July 1, 2011 will pay the entire employee portion of the CalPERS retirement contribution, and they will not be permitted to convert unused sick leave to CalPERS service credit; and

C. Department Heads, mid-management and confidential employees, except for the Public Safety Director and Lifeguard Captain, will receive a 3% stipend effective July 1, 2011. The Public Safety Director and Lifeguard Captain will receive a 5.5% stipend effective July 1, 2011.

D. Effective July 1, 2011, the City shall increase by \$30 per month the maximum the City pays toward the cost of health insurance coverage or the purchase of other qualified benefits.

Section 3: This Resolution shall be effective on the date of approval.

Section 4: The City Council directs the City Manager, or his designee, to take any and all necessary and appropriate actions to immediately implement these pay and benefit changes.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 3rd day of August, 2011, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: August 3, 2011

ORIGINATING DEPT.: Susan Cola, Agency Special Counsel
Jennifer Lyon, City Attorney
Greg Wade, Community Development Director
Mike McGrane, Finance Director

SUBJECT: Adoption of Ordinance 2011-1121 of the City of Imperial Beach Authorizing the City of Imperial Beach to Participate in the Alternative Voluntary Redevelopment Program, Subject to Certain Conditions and Reservations.

BACKGROUND:

There have been several attempts by the Governor, the Senate, and the Assembly to eliminate or substantially restructure existing redevelopment agencies, essentially abolishing local control and authority of redevelopment funds and on Wednesday, June 15, 2011, the state legislature passed ABx1 26 ("AB 26") and ABx1 27 ("AB 27") relating to the dissolution and voluntary continuance of redevelopment agencies throughout the state. These bills were signed by Governor Brown on June 28, 2011, and purport to eliminate Redevelopment Agencies, except in certain cases where the Redevelopment Agency pays money to fund state obligations to schools, fire protection districts, and transit districts.

The California League of Cities, the California Redevelopment Association, and special counsel for the City/Agency have respectively opined that certain or all provisions of AB 26 and AB 27, including but not limited to the effectiveness date, violate the State Constitution and other laws (collectively, "Laws"), and are invalid and unenforceable. The California Redevelopment Association and the League of California Cities are preparing to file a lawsuit challenging the constitutionality of the State's recent actions. They also intend to seek an injunction, or stay, to enable agencies to continue operating without opting into the alternative voluntary redevelopment program while the case is being decided. In the meantime, cities and agencies are left to consider the options available under protest.

DISCUSSION:

Options:

With the adoption of AB 26 and AB 27, the legislature provides two options to cities regarding their redevelopment agencies, with key components of each option as follows:

Option 1 – Dissolution of the Agency (ABx1 26):

- As of the effective date, prohibits agencies from incurring debt including, but not limited to: issue or sell bonds, take out or accept loans, execute trust deeds or mortgages, pledge or encumber revenues or assets, make loans, advances, grants, or agreements; amend or modify agreements; renew or extend leases; dispose of assets; acquire or sell property; amend a redevelopment plan, preliminary plan, 5-year implementation plan, relocation plan, or replacement housing plan; alter a project area; cause the development, rehabilitation or construction of housing units; make a finding of blight; enter into new partnerships; increase staff and benefits; begin condemnation proceedings; prepare an EIR, etc.;
- Abolishes redevelopment agencies effective October 1, 2011. Each agency is replaced by a successor agency (City, County or another entity);
- Establishes a seven member oversight board appointed by the County Board of Supervisors, Mayor, County Superintendent of Education, Chancellor of California Community Colleges, Largest special district taxing entity, and a representative of former RDA employees appointed by the Mayor. The oversight board oversees activities of the successor agency;
- The oversight board may terminate some financial agreements;
- Certain loan agreements and contracts executed since January 1, 2011, between a city and the agency for capital projects and services are not likely to be deemed as enforceable obligations and, even if deemed as enforceable obligations, may still be terminated by the oversight board;
- Agency property must be sold as directed by the oversight board;
- Existing balance in the Low and Moderate-Income Housing Fund is distributed to schools, counties and special districts.

Option 2 – Voluntary Alternative Redevelopment Program (ABx1 27):

- Allows the continued existence of redevelopment agencies in exchange for “voluntary” remittance payments via the County Auditor-Controller;
- City must adopt an ordinance on/before November 1, 2011, indicating intent to comply;
- The City may enter into an agreement with the Agency to make voluntary remittance payments;
- The City must remit approximately \$2,863,000, plus additional County administration fees, in FY11-12 and approximately \$673,000 in FY12-13 and each year thereafter, subject to increases based on the state calculation and any new debt issued;
- Fiscal year 11-12 payment calculation may be appealed on/before August 15, 2011 (with documentation that “clearly and convincingly establishes the basis of the appeal and the amount of the claimed discrepancy”);
- Payments are due in 50% installments on January 15th and May 15th of each year;
- Source of payments: a city may use any available funds not otherwise obligated for other uses;
- Provides a penalty to agencies that successfully challenge the Voluntary Alternative Redevelopment Program by prohibiting a successful agency from issuing new debt.

The State Director of Finance will notify the cities of the voluntary payment amount due by August 1, 2011. Cities can appeal the amount due by August 15 if they believe the amount is incorrect based on the calculations contained in AB 27. Staff estimates the FY 11-12 payment

will be between \$2.4 and \$2.86million. Payment for FY 12-13 and beyond will change, but the FY 12-13 payment is estimated at between \$ 500,000 and \$673,000.

Proposed Action:

Based upon the recent discussion at the Council Workshop on July 13, 2011, the proposed ordinance included as Attachment 1 is being presented to the City Council for adoption. The proposed ordinance would be the first step in the process for the City to "opt in" under AB 27 so that the Redevelopment Agency can continue to operate in the City and to implement various necessary and beneficial public projects while the proposed lawsuit progresses. The proposed ordinance limits the City's commitment to make these payments to net tax increment funds and other funds or assets that the Agency transfers to the City for this purpose. The City's general fund would not be pledged to make these payments. The proposed ordinance further reserves all rights to challenge the validity of the legislation and it also reserves the right of the City Council to repeal the ordinance at any time in the future, in the City's sole discretion.

To effect the future payment, the City and the Agency would enter into a "Remittance Agreement" as contemplated by the legislation. If the City Council adopts the attached ordinance tonight, the Remittance Agreement will be presented to the City Council and the Agency Board for consideration at a future meeting. The Remittance Agreement will be between the City and Agency and would commit the Agency to transfer sufficient funds to the City to make the required payments. Such an agreement would be necessary for the Agency to transfer funds to the City to comply with AB 27.

AB 27 also allows the Agency to reduce its allocation of tax increment to the Low and Moderate Income Housing Fund for the 2011-12 fiscal year only, if the City complies with the provisions of AB 27, and the Agency finds that there are insufficient other moneys to meet its debt and other obligations, current priority programs or its obligations under the Remittance Agreement. Upon the adoption of the proposed ordinance allowing the City and Agency to conduct business pursuant to California Redevelopment Law and AB 27, a resolution will be presented at a future meeting to the Council and Agency Board for consideration to allow the Agency to reduce its otherwise required allocation to the Agency's Low and Moderate Income Housing Fund for FY 11-12, including a finding that there are insufficient other moneys available to the Agency to meet the Agency's debt and other obligations, current priority program needs and its obligations under the legislation to make the required remittances.

ENVIRONMENTAL DETERMINATION:

Pursuant to Title 14 of the California Code of Regulations, section 15378(b)(4), this item is not subject to California Environmental Quality Act ("CEQA") review pursuant to CEQA Guidelines Section because such approvals are not considered a project, are government funding mechanisms and fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant environmental impact.

FISCAL IMPACT:

Staff estimates that the FY11-12 payment will be between \$2.4 and \$2.86 million plus additional County fees and between \$500,000 and \$673,000 each year thereafter. For FY11-12, funding for the voluntary remittance is likely to be paid from Redevelopment Agency funds including bonds and tax increment, including the tax increment to the Low and Moderate Income Housing Fund. The exact amount will be requested for appropriation under future action.

DEPARTMENT RECOMMENDATION:

Staff recommends that the Mayor and City Council consider this report and the attached ordinance. If Council chooses:

1. Mayor calls for the reading of the title of Ordinance No. 2011-1121;
2. City Clerk reads title of Ordinance No. 2011-1121 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM, SUBJECT TO CERTAIN CONDITIONS AND RESERVATIONS"; and
3. Motion to waive further reading of Ordinance No. 2011-1121 and to adopt by title only.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Ordinance No. 2011-1121
2. CA Redevelopment Association's Estimate of Payment for FY 2011-12
3. Presentations made at Council Workshop of 7/13/11

ORDINANCE NO. 2011-1121

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN THE ALTERNATIVE VOLUNTARY REDEVELOPMENT PROGRAM, SUBJECT TO CERTAIN CONDITIONS AND RESERVATIONS

WHEREAS, Assembly Bill x1 26 ("AB 26") and Assembly Bill x1 27 ("AB 27") have been enacted to significantly modify Redevelopment Law in the State of California such that local redevelopment agencies will no longer exist as of October 1, 2011 unless local agencies enact ordinances pursuant to AB 27 by November 1, 2011; and

WHEREAS, AB 27 is to be codified as Part 1.9 of the California Health and Safety Code ("Part 1.9"); and

WHEREAS, AB 27 establishes a voluntary alternative redevelopment program whereby the Redevelopment Agency of the City of Imperial Beach ("Agency") would be authorized to continue to exist upon the enactment of an ordinance by the City of Imperial Beach ("City") to comply with the provisions of Part 1.9; and

WHEREAS, AB 27 requires the City to notify the County Auditor-Controller ("County"), the State Controller, and the State Department of Finance on or before November 1, 2011, that the City will comply with Part 1.9; and

WHEREAS, AB 27 requires the City to make specified remittances to the County in order to continue the existence of the Agency, as prescribed in Part 1.9; and

WHEREAS, AB 27 authorizes the City to enter into an agreement with the Agency, whereby the Agency would transfer a portion of its tax increment to the City for the purpose of financing certain activities within the City's redevelopment areas, as specified in Part 1.9; and

WHEREAS, AB 27 imposes specified sanctions on the City in the event that the City fails to make the required remittances, as determined by the Director of Finance; and

WHEREAS, AB 27 authorizes the County to charge a fee that does not exceed the reasonable costs to the County auditor-controller to implement the provisions of Part 1.9; and

WHEREAS, AB 27 authorizes the City to establish a new redevelopment agency if its former agency has been dissolved only after the debt obligations of the Agency have been retired and the City satisfies the provisions of Part 1.9; and

WHEREAS, it is hereby acknowledged by the City Council of the City of Imperial Beach ("City Council") that the California League of Cities, the California Redevelopment Association, and special counsel for the City have respectively opined that certain or all provisions of AB 26 and AB 27, including but not limited to the effectiveness date, violate the State Constitution and other laws (collectively, "Laws"), and are invalid and unenforceable; and

WHEREAS, due to the purported effect of AB 26 of gutting local redevelopment agencies, and the City of Imperial Beach in particular, of tools to ensure the future quality of life and economic viability of local agencies and citizens, the City Council of Imperial Beach is left with no other option but to consider enactment of this Ordinance; and

WHEREAS, the City Council does not intend, by enactment of this Ordinance, to waive any constitutional and/or legal rights by virtue of the enactment of this Ordinance and, therefore, reserves all of its rights under Laws to challenge the validity of any or all provisions of AB 26 and AB 27 in any administrative or judicial proceeding and/or repeal this ordinance, without prejudice to the City's right to recover any amounts remitted under Part 1.9; and

WHEREAS, the City Council does not intend, by enactment of this Ordinance, to pledge any of its general fund revenues or other assets, to make the remittance payments contemplated by Part 1.9, it being understood by the City Council that any remittance payments will be funded solely from Agency funds and/or assets transferred to the City in accordance with Part 1.9; and

WHEREAS, the City Council does not intend, by enactment of this Ordinance to waive any rights of appeal regarding the amount of any remittance established by the Department of Finance, as provided in Part 1.9; and

WHEREAS, City staff has determined that the Ordinance is exempt from California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15378(b)(4), because such authorizations are not considered a project subject to CEQA review. The community remittance is a government funding mechanisms and fiscal activity, which do not involve any commitment to any specific project which may result in a potentially significant environmental impact.

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

SECTION 1. Authorization to Continue Agency. Subject to Sections 3 and 4, herein, the City hereby commits to comply with and make the remittances required by Part 1.9, and authorizes the continuation of the Agency in accordance with the provisions of AB 27, and whereby the Agency will no longer be subject to dissolution or the other prohibitions and limitations of Parts 1.8 and 1.85 of AB 26. Any remittance payments required to be

paid by the City by Part 1.9 shall be paid solely from Agency funds and/or assets transferred to the City in accordance with Part 1.9.

SECTION 2. Application. If any provisions of this Ordinance or the application thereof is held to be invalid for any reason, the remainder of this Ordinance and the application of provisions thereof shall not be affected thereby.

SECTION 3. Reservation of Rights. It is the position of the City that certain or all provisions of AB 26 and AB 27 violate the Laws, as referenced in the recitals, above, and are invalid and unenforceable. Neither the adoption of this Ordinance, nor the acknowledgment of or references to any provisions of AB 26 and AB 27, nor the City's payment of any remittances contemplated by AB 27 shall be deemed to be, nor are they intended as, an acknowledgment of the validity of AB 26 and AB 27, and the City reserves all rights in its sole discretion to challenge the validity of any or all provisions of AB 26 and AB 27 in any administrative or judicial proceeding and/or repeal this Ordinance, without prejudice to the City's right to recover any amounts remitted under Part 1.9. The City reserves all rights to withhold any remittance payments in the event that a court issues a stay to suspend and/or prohibit enforcement of any provisions of AB 26 and AB 27.

SECTION 4. Enactment. This Ordinance shall only be deemed as "enacted" within the meaning of Part 1.9 upon (i) adoption of this Ordinance and (ii) the legally effective date of AB 26 and AB 27.

SECTION 5. Authorization of Implementing Actions. The City Manager or his designee is hereby authorized to take any actions necessary to implement this Ordinance and comply with Part 1.9, including without limitation, providing required notices to the Auditor Controller, the State Controller, and the Department of Finance; entering into any agreements with the Agency to make the remittance payments; making any remittance payments; or filing appeals.

SECTION 6. CEQA. The City Council determines that approval of this Ordinance is exempt from CEQA, pursuant to CEQA Guidelines Section 15378(b)(4), because such approval is not considered a project subject to CEQA review. The payment is a government funding mechanism and fiscal activity, which do not involve any commitment to any specific project which may result in a potentially significant environmental impact.

SECTION 7. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, clauses or phrases be declared unconstitutional or invalid.

EFFECTIVE DATE: This Ordinance shall be effective thirty days after its adoption; and the City Clerk shall certify the adoption of this Ordinance and cause it to be published at least once in a newspaper of general circulation in the City of Imperial Beach within fifteen days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach on the 20th day of July, 2011 and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 3rd day of August, 2011, by the following vote:
, 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

California Redevelopment Association's Estimate of ABX1 27 's Required Agency Transfer to Meet the \$1.7 Billion State Budget Payment for FY 2011-12.

Source of Data: California State Controller's Office. The Estimate uses the Legislature's definition of "Net Tax Increment" as defined in ABX1 27.

Caution: Each agency's obligation is estimated and should only be used to guide planning processes. Actual payment amounts will be set by the Department of Finance and may vary from this estimate. These estimates may be different from others due to percentage rounding.

Prepared by: Time Structures, Inc.

County Name	Entity Name	(1) 08-09 Gross Tax Increment	(2) Agency Gross as Percent of State Gross	(3) Agency Percent of State Gross X \$1.7 Bill.	(4) 08-09 Agency Pass-Through Payment	(5) 08-09 Tax Allocation Bond Payment + Interest Payment	(6) ABX-1 27 Defined Net Tax Increment	(7) Agency Percent of New Total State Net Tax Increment	(8) Agency Percent of Total Net Tax Increment X \$1.7 Bill	(9) Agency FY 11-12 Obligation [Col.3 + Col.8]/2
San Diego	Carlsbad Redevelopment Agency	3,545,604	0.0625%	1,062,305	-	1,044,997	2,500,607	0.1021%	1,736,378	\$ 1,399,341
San Diego	Chula Vista Redevelopment Agency	13,781,683	0.2429%	4,129,157	2,768,767	5,100,939	5,911,977	0.2415%	4,105,173	\$ 4,117,165
San Diego	Coronado	15,285,226	0.2694%	4,579,636	-	11,032,331	4,252,895	0.1737%	2,953,136	\$ 3,766,386
San Diego	El Cajon Redevelopment Agency	15,619,187	0.2753%	4,679,695	3,208,290	4,706,354	7,704,543	0.3147%	5,349,899	\$ 5,014,797
San Diego	Esccondido	26,718,704	0.4709%	8,005,243	5,448,326	5,489,001	15,781,377	0.6446%	10,958,311	\$ 9,481,777
San Diego	Imperial Beach Redevelopment Agency	8,333,790	0.1469%	2,496,903	1,686,211	1,996,344	4,651,235	0.1900%	3,229,736	\$ 2,863,319
San Diego	La Mesa Community Redevelopment Agency	3,317,933	0.0585%	994,092	76,450	5,408,786	-2,167,303	-0.0885%	(1,504,937)	\$ (255,422)
San Diego	Lemon Grove Redevelopment Agency	3,018,762	0.0532%	904,457	1,083,342	1,727,016	208,404	0.0085%	144,712	\$ 524,585
San Diego	National City	14,737,780	0.2597%	4,415,615	2,499,791	4,552,760	7,685,229	0.3139%	5,336,488	\$ 4,876,052
San Diego	Oceanside Community Development Commission	11,139,814	0.1963%	3,337,621	1,248,519	6,422,099	3,469,196	0.1417%	2,408,949	\$ 2,873,285
San Diego	Poway Redevelopment Agency	38,940,302	0.6863%	11,666,979	4,979,722	21,004,912	12,955,668	0.5292%	8,996,188	\$ 10,331,584
San Diego	San Diego	192,559,415	3.3937%	57,693,100	27,759,375	46,790,635	118,009,405	4.8202%	81,943,660	\$ 69,818,380
San Diego	San Diego County Redevelopment Agency	3,985,666	0.0702%	1,194,153	1,118,831	812,214	2,054,621	0.0839%	1,426,693	\$ 1,310,423
San Diego	San Marcos Redevelopment Agency	62,674,721	1.1046%	18,778,095	18,086,645	20,727,425	23,860,651	0.9746%	16,568,417	\$ 17,673,256
San Diego	Santee Community Development Commission	9,543,629	0.1682%	2,859,385	1,344,359	1,543,323	6,655,947	0.2719%	4,621,773	\$ 3,740,579
San Diego	Solana Beach Redevelopment Agency	882,281	0.0155%	264,342	256,033	231,743	394,505	0.0161%	273,937	\$ 269,140
San Diego	Vista Community Development Commission	18,788,518	0.3311%	5,629,264	4,787,733	4,051,679	9,949,106	0.4064%	6,908,485	\$ 6,268,874
	Total	5,674,006,159	100%	1,700,000,000	1,243,121,648	1,982,665,953	2,448,218,558	100%	1,700,000,000	1,700,000,000

Council Budget Workshop

July 13, 2011

State Impacts

- AB 26 Elimination
 - City receives \$1 million in General Fund Property taxes (25%) and loses \$1.5 million causing a \$500,000/yr. gap
 - Unsent bond proceeds would be split up. Bond proceeds would be reduced from \$11 million to \$2.75 million.
 - Housing cash balance would be redistributed. City would lose \$3 million, keep \$1 million.
- AB 27 Continue
 - Pay from \$2.4-\$2.8 million in FY 2012 and \$500,000-\$675,000 annually

Bond Projects

	Total
Priority Projects:	
Streets Phase 3	\$2.0
Street Improvements	\$4.0
Highway 75 Improvements	\$2.0
Property Acquisition	\$1.8
Storm Drain Intercept	\$0.2
Elm Ave. Undergrounding	\$0.2
Sand Replenishment	\$0.2
Bikeway Village Project	\$0.3
Bayshore Bikeway Access	\$0.3
Skatepark Fence	\$0.1
Commercial Zoning	\$0.3
Total Priority Projects	\$11.4

Other Potential Bond Projects

Dirt Alley Improvements	\$2.6
Asphalt Alley Improvements	\$1.5
Marina Vista Master Plan	\$0.1
Ecotourism Signage	\$0.1
Sports Park Master Plan	\$0.2
Bayside Master Plan	\$0.2
Tennis Courts	\$0.2
Palm Avenue Corridor	\$5.0

RDA In "Voluntary" Payment Option

1 Year Housing Allocation	\$1,340,000
Capitalized Interest	\$1,050,000
	\$2,390,000

Other State Impacts

- Motor Vehicle Fee
 - Revenue Loss of \$75,000/yr.
 - Keeps COPS grant \$100,000
 - Special program funding, not existing costs

Cost Cutting Ideas

Cost Saving Ideas

Estimated Savings

- | | |
|--|-------------------------------|
| 1. Hiring “thaw” | \$6,400 per month per vacancy |
| 2. Stop all travel out of San Diego County | \$40,000 |
| 3. Eliminate part-time position in the Fire Department | \$14,000 |
| 4. Not fill one Firefighter Paramedic Position | \$78,000 |
| 5. 4 day work week (36 hours, pay for 38) | \$175,000 |
| 6. Community Services Officer | \$98,000 |
| 7. School Resource Officer | \$210,000 |
| 8. Eliminate part or all of recreation programs (could change fees sufficient to cover all costs.) | \$204,000 |
| 9. Ask each department for a list of reductions equal to 2.5% of their general fund budgets | \$425,000 |

Cost Cutting Ideas

	\$15,000
10. No 4 th of July Fireworks	
11. Eliminate Public Information Contract	\$15,000
12. Donovan Grounds keeping Contract	\$55,000
13. Senior Program	\$28,000
14. Typical Costs for	
a) Clerical Position	\$58,000
b) Labor/Maintenance Position	\$63,000
c) Professional Position	\$85,000
d) Department Head	\$180,000
15. Not fill ACM Position	\$90,000
16. Furloughs	\$12,000/day
17. Stop repairing sidewalks (Reimbursement Potential \$50,000)	\$50,000

Revenue Enhancement Ideas

1. \$10 Notary Fee
2. Portable/Temporary sign- Recovery Fee \$10.00
3. “Solemnize” Fee \$75.00 for residents
4. Rent out Council Chambers
5. Annual Business License Subscription- \$50.00
6. CD/DVD fee (For Meetings) \$5.00
7. Lien Fee
8. Demand Letter Fee- \$25.00 (\$50.00-Expedite- 2 day)
9. Temporary Staffing Pool
10. Fee Increases- 5% increase - \$45K per year
11. Encroachment permits, Home Occupancy Permits
12. Increase Costs/Charges for facility rentals
13. Parking meters (Electronic 2-hour) Along Seacoast Drive
14. Surface parking lots- Seacoast Drive/Palm
15. Fire Response Call Fee

Revenue Enhancement Ideas

11. Special Event Fee Increase (See #10 & 11)
12. Dog Drop-off Fee
13. Cost Allocation- Enterprise Accounts
14. Sell Adult School Property
15. Legal Services Fee (For permit Process)
16. Law Enforcement Fee
17. Crash Tax
18. Party Ordinance
19. Noise & Parking
20. Field lighting & Rental Fee
21. Increase revenue for soccer field use
22. Facility Management Contract (Private)
23. Sidewalk Repair Fee
24. Assess District 62- Full Cost Recovery
25. Lighting District for whole city

Revenue Enhancement Ideas

31. Special Districts- Fire, Sheriff, Utilities, Etc.
32. One Full-Time Deputy position cost/Fee for Medical Marijuana Dispensary
33. Tax on Medical Marijuana
34. Short-Term Vacation Fee/Permit- T.O.T
35. Adding New Fees
36. Casino/Gaming
37. Sell Water Rights
38. Electric Wave/ Hydrodynamic energy
39. Franchise Fee Increase- EDCO & Cal Am & Phone Companies, Etc.
40. In-Lieu Sewer Fees
41. Utility User Fees
42. Fats, Oils & Greases (FOG) Fee
43. Advertising – Bus Stops, Lifeguard Towers, Pier, Website, Sports Park, City Hall ,Etc.
44. Fine Increases
45. Off-Leash Fine Increases

Revenue Enhancement Ideas

46. Enforce Posted Sign Regulations
47. Gasoline/Rent Increases
48. No Special Event cost waiver
49. Sell Census Data
50. Toll Booth on Palm (West or North)
51. Increase Property Tax at Estuary
52. Tax on Rental Property
53. Bernardo Shores T.O.T Investment
54. T.O.T Increase
55. School Pay full SRO Cost
56. Move Façade Improvement – Match Program
57. Sales Tax on Services
58. Right-of-Way dedication
59. New Contractor for Parking Ticket Fine Recovery-National City

Actions

- If Council decides to choose AB 27 and pay:
 - Staff will return with enabling ordinance
 - Return with specific plans to raise revenues or reduce costs



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL AND CHAIR AND DIRECTORS OF THE REDEVELOPMENT AGENCY

FROM: GARY BROWN, CITY MANAGER & EXECUTIVE DIRECTOR

MEETING DATE: AUGUST 3, 2011

**ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR**

SUBJECT: REVIEW OF 13TH STREET RIGHT-OF-WAY PROPOSALS INCLUDING BIKE PATH, SIDEWALK, TRAVELED WAY AND PARKING FOR BIKEWAY VILLAGE

BACKGROUND:

On February 17, 2010, a site plan review, design review and rezone application for the Bikeway Village project was submitted to the City of Imperial Beach. The Bikeway Village project proposes an adaptive reuse of two existing warehouse structures with a variety of retail, commercial, recreational and personal service uses at the northern terminus of 13th Street adjacent to the City's 13th Street access point to the Bayshore Bikeway. The project will also provide significant public benefit including a public patio/deck area adjacent to the Bayshore Bikeway, bicycle parking, public restrooms, public rest areas, and additional public parking. The project applicant has also proposed the provision of a hostel which would provide affordable visitor accommodations along this important local and regional bikeway facility.

Through the normal review process, comments were received from City departments and from the U.S. Fish and Wildlife Service and the California Coastal Commission staff. Most significant among the comments were those from the Coastal Commission regarding possible impacts to biological resources (i.e., wetland habitat and nesting bird species) and to traffic, circulation and parking. Staff advised the applicant early in the process that environmental review for the project application would require either an environmental impact report (EIR) or a mitigated negative declaration (MND).

On October 6, 2010, the City Council and Redevelopment Agency authorized the City Manager/the Executive Director to enter into a professional services contract with RECON for environmental planning services in an amount not to exceed \$125,300 for the Bikeway Village project and associated rezoning of the subject property.

DISCUSSION:

Since that time, staff and RECON have been working with the applicant to address the project review comments including those requiring environmental review. Part of the project and environmental review process has and will include a detailed review of the proposed design of the 13th Street right-of-way within which the applicant must provide additional on-street parking. Additionally, as identified for this location in the City's recently adopted Bicycle Transportation Plan (BTP), a Class II Bike Path must also be accommodated along this section of 13th Street.

At the direction of staff, and in response to comments received from Coastal Commission staff, existing on-street parking currently located at the northern terminus of 13th Street must not be reduced. Staff has also recommended that the applicant extend the on-street parking down 13th Street to provide additional parking to serve both the project and the Bayshore Bikeway. In order to ensure that the project creates a “model” project for bicycling, the project should maximize the opportunity to provide enhanced and safe bicycle access to and from the Bayshore Bikeway. At the request of staff, therefore, and with the input of the City’s traffic engineering consultant along with SANDAG staff knowledgeable about bicycle facilities, the applicant and staff studied several alternatives for the design of the 13th Street right-of-way that would meet these objectives.

In developing and studying the proposed alternatives, the following objectives were considered:

- Providing at least a Class II Bike Path within the 13th Street right-of-way to ensure the safest possible bicycle access to and from the Bayshore Bikeway
- Providing additional on-street parking to serve both Bikeway Village and the Bayshore Bikeway
- Providing safe pedestrian access to Bikeway Village and the Bayshore Bikeway
- Accommodating all of these objectives/facilities within the existing 13th Street right-of-way (City of Imperial Beach City limits)

A primary challenge has been trying to accommodate all these objectives and the necessary facilities within the existing 13th Street right-of-way, the eastern edge of which is also the boundary between the City of Imperial Beach and the City of San Diego (and Pond 20). This is to avoid constructing improvements within the City of San Diego and also to lessen the impacts to sensitive habitat and/or species in this area. Staff’s position is that additional right-of-way will be unnecessary to accomplish the above-listed objectives.

While staff had intended to present several alternatives to the City Council on July 6, 2011, for review consideration, a recently-proposed alternative has now resulted in consensus of support among the applicant, staff and SANDAG staff. This preferred alternative, therefore, will be presented to the City Council at the meeting on August 3, 2011 (see Attachment 1).

Reverse (“Back-In”) Diagonal Parking

During the presentation of the preferred alternative for the 13th Street right-of-way, staff will also present a design feature that has been considered and discussed during the review of the all alternatives – the concept of “reverse diagonal” parking. Staff would like to receive City Council’s input on the possibility of implementing this concept on the east side of 13th Street between Cypress and Calla avenues. While this is a relatively new and unique parking configuration, many traffic engineers, planning professionals and bicycle advocacy groups familiar with bicycle facilities favor this configuration to be safest for bicyclists, particularly in situations where bike paths are placed behind or adjacent to parking stalls. As with parallel parking, the motorist enters the stall by stopping and backing. The benefit of reverse or “back-in” diagonal parking is that motorists have a clear and direct view of oncoming traffic and bicyclists on the street when exiting the parking stall, as opposed to the restricted view when backing out of a diagonal parking stall. This configuration has been implemented and is working well in Solana Beach and was recently implemented in La Mesa. An “adjustment period” is likely required for the public to become accustomed to this type of parking, however, explicit directional signage that illustrates the proper usage of the parking helps to shorten this learning curve.

In considering this parking configuration, City staff has acknowledged some concerns with introducing this unique parking configuration with the concern that it may cause confusion, may

result in vehicles incorrectly utilizing the parking stalls by pulling into the stalls head-first and may, at least initially, result in a "less-safe" roadway and parking configuration. Nevertheless, staff is still considering this option as it will provide additional on-street parking and will provide a safer north-bound bicycle route approaching the Bayshore Bikeway. Another option staff has discussed is designing and constructing the new parallel parking and Class II bike lane on the east side of 13th Street in a manner that would allow the future implementation of reverse angled parking if and when the parking demand for both the Bayshore Bikeway and the Bikeway Village project necessitate additional on-street parking. Reverse angled parking could then be considered and/or implemented simply by restriping the roadway to minimize additional costs.

ENVIRONMENTAL REVIEW:

There are no environmental impacts associated with this action, however, the selected alternative for the 13th Street right-of-way configuration will be included with the project description of the environmental document and will be analyzed for environmental impacts along with the project itself.

FISCAL IMPACT:

On October 6, 2010, the City Council and Redevelopment Agency authorized a contract in the amount of \$125,300 for environmental review services for Bikeway Village. On March 9, 2011, the City Council and Redevelopment Agency amended the Cooperation Agreement approved on January 26, 2011, between the Redevelopment Agency and the City of Imperial Beach to increase the allocation from \$100,000 to \$300,000 for "Bikeway Village Project" which includes "environmental documents and public improvements."

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Receive this staff report, support the alternative in Attachment 1; and
2. Provide comment and direction on the possible use of Reverse "Back-In" Diagonal Parking on 13th Street between Cypress and Calla avenues.

CITY MANAGER'S RECOMMENDATION:

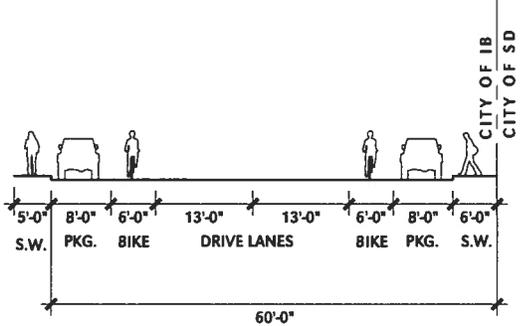
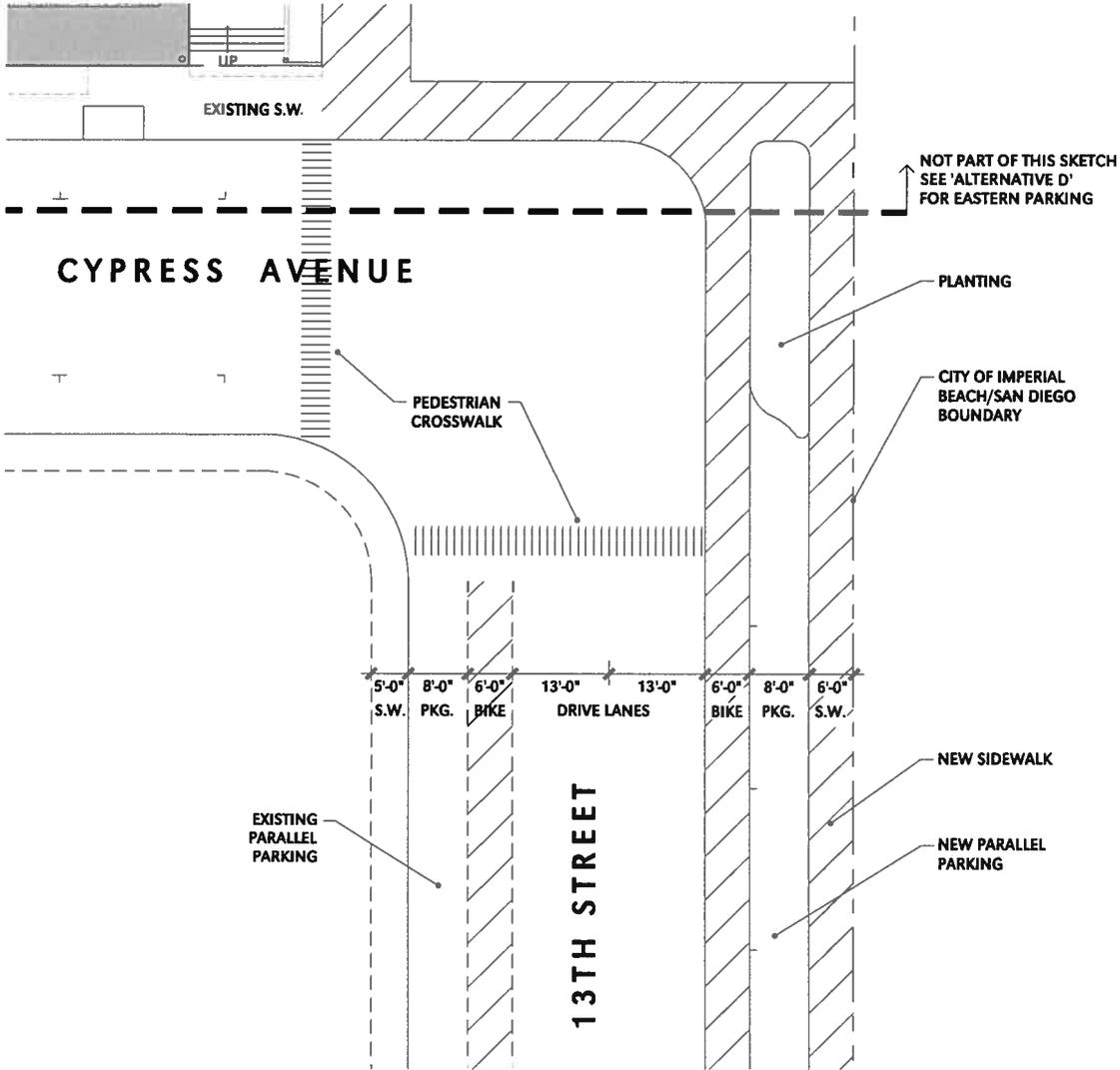
Approve Department recommendation.



Gary Brown, City Manager & Executive Director

Attachments:

1. 13th Street Parking/Bike Path Alternative

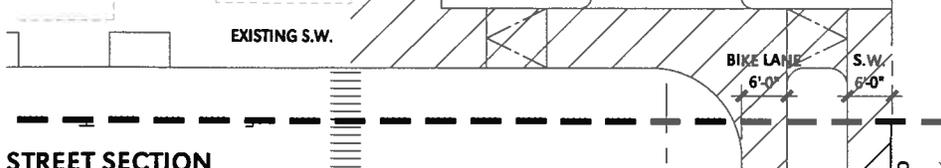
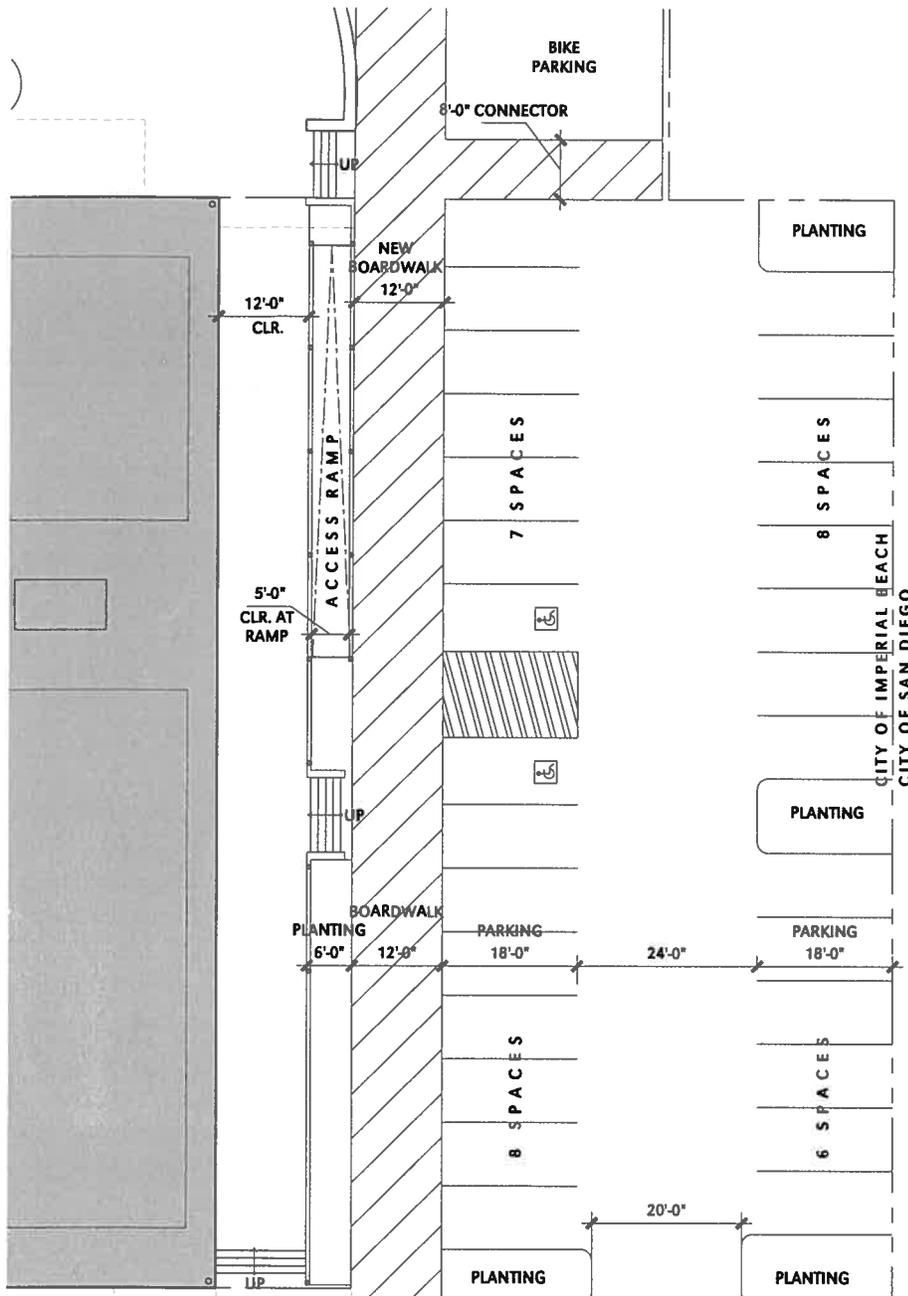


STREET SECTION

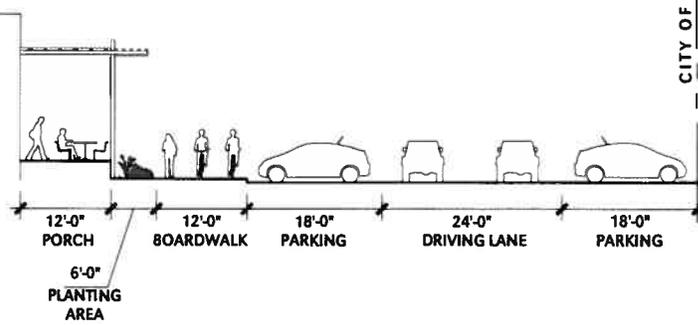
Alternative Three – 13th Street

Bikeway Village • Imperial Beach, CA





NOT PART OF THIS SKETCH
SEE 'ALTERNATIVE THREE'
FOR 13TH ST.



Alternative D – Eastern Parking





AGENDA ITEM NO. 6.2

STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY

TO: CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY
FROM: GARY BROWN, EXECUTIVE DIRECTOR
MEETING DATE: AUGUST 3, 2011
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR
GERARD SELBY, REDEVELOPMENT COORDINATOR
SUBJECT: REDEVELOPMENT AGENCY ANNUAL UPDATE AND
PROGRESS REPORT

BACKGROUND

The purpose of this progress update is to provide the Chair and Members of the Redevelopment Agency ("Agency") with an update on various Agency activities and projects from Fiscal Year 2009/2010 to the current fiscal year.

DISCUSSION

9TH & PALM REDEVELOPMENT PROJECT



Work Completed:

- ✓ Negotiated the Terms and Conditions of the Disposition and Development Agreement
- ✓ Assisted in the development of demolition specifications for the site
- ✓ Completed Hazardous Materials Survey
- ✓ Coordinated the work of various consultants and service providers
- ✓ Worked with Caltrans and the Developer to obtain approval for direct vehicular access from Palm Avenue/SR 75 and for a partial relinquishment of the SR 75 right-of-way
- ✓ Worked with Special Counsel and City Attorney to develop Draft Disposition and Development Agreement

Current Status:

- ❖ Working with relocation consultant and City Attorney to complete the relocation process
- ❖ Coordinating the development of SR75/Palm Avenue intersection Improvement Plans
- ❖ Working with Sudberry Properties, Special Counsel and City Attorney to finalize Draft Disposition and Development Agreement to present to the Redevelopment Agency/City Council for consideration

Cost to Agency:

Costs	Amount
Site Acquisition	\$11,262,000
Relocation	\$1,835,000
Demolition and Maintenance	\$727,000
Public Improvements	\$2,200,000
Consultants	\$288,000
TOTAL	\$16,312,000

FAÇADE IMPROVEMENT PROGRAM

Projects Completed:

- ✓ Completed 10 projects, 14 Storefronts



9th Street Imperial Shopping Center & Seacoast Drive

Current Status:

- ❖ 2 storefronts in progress (El Tapatio & 550 HWY 75)
- ❖ 15 Projects on Waiting List

Costs to Agency: \$112,372

COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG)

Louden Lane Crosswalk



- ✓ Worked with Public Works to complete initial CDBG documentation
- ✓ Construction Started – June 3, 2011
- ✓ **To be Completed – August 2011**

Project Cost: \$163,010

Civic Center Crosswalk

- ✓ Worked with Public Works to complete initial CDBG documentation
- ✓ Construction Started – April 26, 2011
- ✓ **To be Completed – August 2011**

Project Cost: \$101,813



COMMUNITY DEVELOPMENT BLOCK GRANTS – RECOVERY (CDBG-R)



13th St. Crosswalk

- ✓ Worked with Public Works to complete CDGB documentation
- ✓ Completed Monitoring Reports
- ✓ **Project Completed**

Project Cost: \$57,250

ENERGY EFFICIENCY COMMUNITY DEVELOPMENT BLOCK GRANTS (EECDBG)

Street Light Retrofit to Induction Lighting

- ✓ Worked with Public Works to complete EECDBG documentation
- ✓ Completed Monitoring Reports
- ✓ **Project Completed**

Project Cost: \$145,393



BUSINESS IMPROVEMENT DISTRICT (BID) AND IB CHAMBER OF COMMERCE (CHAMBER) BUSINESS EXPO



- ✓ Assisted the BID and the Chamber in the staging of the Business Expo
- ✓ Participated in Business Expo
- ✓ **Project Completed**

BANNER PROGRAM – PALM/SR75, SEACOAST DRIVE, AND OLD PALM AVENUE

- ✓ Coordinated the banner design and implementation
- ✓ **Project Completed**

Project Cost: Agency Staff Time



PORT OF SAN DIEGO URBAN TREE PROJECTS – MARINA VISTA CENTER AND DAHLIA STREET END



- ✓ Worked with City Attorney to develop artist agreement
- ✓ Coordinated the placement of the art pieces with the Public Works Department

Costs to Agency: AgencyStaff Time



SEACOAST INN



- ✓ Started Construction
- ✓ Meeting bi-weekly with construction management team
- ✓ Providing on-going plan review and inspections

Costs to Agency:

\$6,999,999

AFFORDABLE HOUSING FUND/PROJECTS:

American Legion Mixed-Use Affordable Housing Project

- ✓ Working with Hitzke Development to complete disposition and development agreement for 29 affordable Senior apartments (plus one manager's unit) and a new American Legion Hall

Cost to Agency: \$3,849,000



Clean & Green Program

Projects Completed:

- ✓ Completed 63 Homes



Solar Panels & Windows

Current Status:

- ❖ 18 projects in progress
- ❖ 78 projects on the waiting list

Costs to Agency:

<u>Type of Cost</u>	<u>Amount</u>
Title Reports	\$31,500
Grants	\$1,890,000
TOTAL	\$1,921,500



Windows, Roof, & Landscaping

DEPARTMENT RECOMMENDATION

Staff recommends that the Redevelopment Agency receives this report and gives staff direction as needed.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: August 3, 2011

ORIGINATING DEPT.: PUBLIC SAFETY

SUBJECT: SKATE PARK RULES AND REGULATIONS

BACKGROUND:

On November 18, 2010 the City of Imperial Beach ("City") held a Grand Opening Ceremony to celebrate the completion of its publicly owned and publicly operated Skate Park. This new 7,100 square foot concrete in-ground facility replaced a 5,000 square foot wooden skate park located at the Sports Park Recreation Center. Initially, the wooden skate park was located inside the gymnasium and was moved outdoors to the fenced patio area in order to return the use of the gym floor back to basketball and other activities. Regardless of where the skate park was located, the hours of operation were consistent with when the Recreation Center was open. From 1998 to 2005, the City had virtually no complaints from the neighboring residents with the original wooden skate park because of where it was located and because it was fenced in.

At the January 26, 2011 City Council meeting, as a result of numerous complaints relating to the new Skate Park, Council gave direction to city staff to have a perimeter fence installed. Public Works has developed the specifications for a bid package to install a fence that will be similar in design to the Recreation Center's patio fence. It is anticipated that the Skate Park fence project will be completed by the end of this year. The installation of a perimeter fence will control the hours of use for the Skate Park and better manage the type of skate vehicle that is allowed by the Imperial Beach Municipal Code.

DISCUSSION:

At the March 3, 2009 City Council Meeting, staff presented a power point presentation entitled "Imperial Beach Skateboard Park Rules and Regulations", after which Council approved the signage and the revision to the Imperial Beach Municipal Code (Attachment 1). A perimeter fence can effectively change the hours of operation and the City Council may wish to update Section 12.56.050 of the Imperial Beach Municipal Code, relating to Rules and Regulations for the Skate Park.

In March 2011, the Public Safety Director organized a Community Stakeholder meeting, which had representatives from the residents of 5th Street, skaters and city staff, to review the current Skate Park Rules and Regulations and the result of a county-wide skate park survey (Attachment 2) that was later emailed to the group. The primary discussion was structured around hours of operation and the type of vehicle (skateboard, razor scooter, BMX bike) to be allowed at the skate park. Notes from the Stakeholder meeting can be found in Attachment 3.

HOURS OF OPERATION

Consensus at the meeting was to change the hours of Skate Park operation. Public Safety's recommendation is to open daily at 11:00 am and to close at 6:00 pm during Pacific Standard Time and 8:00 pm during Daylight Savings Time. These hours coincide with the hours of operation for the Recreation Center. The Sheriff's CSO's and/or Public Works (Tidelands Maintenance Crews) will ensure that the skate park gates are open and closed on Sundays, when the Recreation Center is closed.

SKATEBOARD, RAZOR SCOOTER, BMX BIKE

Council direction on the design of the skate park was for skateboarders only and it was not specifically designed to accommodate razor scooter or BMX Bike use. In this area the group supported the complete ban of BMX bikes and would consider limited use for the razor scooters that has an age limitation of less than 16 years old to help increase the confidence of younger skaters. The current rules and regulations do not allow for the use of the razor scooters, and it would be helpful to have guidance from the Council about whether or not the City's Ordinance should be revised to allow anyone to use razor scooters in the skate park.

ENFORCEMENT

Currently, the Sheriff is writing a Municipal Code Violation citation, for both juvenile and adults that will be handled as an infraction for the first two citations. The third citation will be changed to a misdemeanor, by the City Attorney's Office, prior to the citation being sent to the courts. These are guidelines, but the City Attorney has the authority to deviate from these when appropriate. As a future consideration, relating to enforcement of helmet and pads for juveniles, the community group would like to pursue a "Fix it" ticket approach, where the offender brings in the helmet and pads into Recreation Center to get a sign-off. The group envisioned that the skater may also be required to perform some form of community work around the park as an alternative to the citation going to the Courts for processing. City staff does not recommend implementing any diversion or "fix-it" ticket programs because it would require significant input from the City Attorney and Sheriff's Department that would require an unknown but significant expense to implement and oversee.

COMMUNITY INVOLVEMENT

The community group brought forward an idea to provide recognition or a reward to skaters who are taking care of the skate park and wearing the required protective equipment. This idea would need to be community based and funded through sponsorships of the skate park. There should be no City involvement.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Costs to update the signs containing the new hours of operation to be under \$750.

DEPARTMENT RECOMMENDATION:

1. Change the hours of operation to be open daily at 11:00 a.m. and close at 6:00 p.m. during Pacific Standard Time and 8:00 p.m. during Daylight Savings Time.
2. Consider whether or not to allow the use razor scooters at the park.
3. Provide direction to staff to amend the Imperial Beach Municipal Code Chapter 12.56.055 relating to hours of operation and use of razor scooters.
4. Endorse the idea of a community-based rewards and recognition system for the Skate Park created and implemented without City involvement.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Ordinance No 2010-1106 IBMC Chapter 12.56.055. Skateboard Park – Use and Regulations
2. March 9, 2011 Stakeholder Skate Park Meeting Notes
3. San Diego County Skate Park Survey

ORDINANCE NO. 2010-1106

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING IMPERIAL BEACH MUNICIPAL CODE CHAPTER 9.10, RELATING TO SKATEBOARD AND ROLLER SKATE RIDING; AMENDING CHAPTER 12.56 RELATING TO USE OF PUBLIC PARKS AND FACILITIES; AND APPROVING AND DESIGNATING A SKATEBOARD PARK IN THE CITY OF IMPERIAL BEACH

WHEREAS, the City of Imperial Beach ("City") intends to create a skate park to better serve the recreational interests of its citizens; and

WHEREAS, the City of Imperial Beach has enacted City of Imperial Beach Ordinance No. 2001-964, in conformity with California Health & Safety Code section 115800(b), requiring that a city seeking to create a skate park enact an ordinance requiring those using a skate park to wear appropriate elbow and kneepads and helmets; and

WHEREAS, in accordance with California Health & Safety Code section 115800(b), the City of Imperial Beach intends to post signs setting out Rules and Regulations for an unsupervised public skateboard park. Said signs shall include language affording reasonable notice that any person using the skate park must wear a helmet, elbow pads, and knee pads and that any person failing to do so will be subject to citation under the ordinance requiring the use of said safety gear.

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

SECTION 1. Section 12.56.010, of Chapter 12.56 of the Imperial Beach Municipal Code (Use of Public Parks and Facilities) is hereby amended to read:

12.56.010. Definitions.

For the purpose of this chapter, the following definitions shall apply:

"Camp" shall mean to reside in or use a park for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary recreational use of a park with one's personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals, or living in a parked vehicle. These activities constitute camping when it reasonably appears, in light of all the circumstances, that the participants, in conducting these activities, are in fact using the area as a living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

"Public building" means any building owned or leased by the city.

"Public facility" means any place, structure, area or other facility, owned, maintained or controlled by the city, not including public streets and sidewalks.

"Public parking lot" means any place, structure or area owned or leased by the city and operated as an off-street parking facility.

"Public park" means and includes all dedicated parks and traffic islands maintained by the city, including the Sports Park, the Skateboard Park, and the Veterans Park Youth Soccer Field as defined herein.

"Public playground" means a place, structure, area, or other facility under the jurisdiction of the government body of the city used for community recreation purposes such as playing fields or courts, swimming pools, gymnasiums, auditoriums and meeting places.

"Skateboard Park" means the skateboard park located at 425 Imperial Beach Boulevard immediately south of the Sports Park Recreation Center.

"Sports Park" means the city's Sports Park located at 425 Imperial Beach Boulevard.

"Soccer Field" means the city's Veterans Park Youth Soccer Field located at 1075 8th Street.

SECTION 2. Section 12.56.055 is hereby added to Chapter 12.56 (Use of Public Parks and Facilities) of the Imperial Beach Municipal Code to read as follows:

12.56.055. Skateboard Park – Use and regulations.

In addition to the rules and regulations found in this Chapter 12.56 and Section 8.84.030(12) of Chapter 8.84, the following restrictions shall also apply to the use of the Skateboard Park:

- A. No person shall use inline skates with more than 5 wheels. Only inline skates with no more than five (5) wheels and skateboards are to be used in the Skateboard Park.
- B. No person shall enter, remain in, or use the Skateboard Park without wearing the required helmet, kneepads, and elbow pads that are commercially manufactured and designed for skateboarding or inline skating. This does not apply to any duly authorized city employee performing the duties of his or her job inside the Skateboard Park.
- C. No person shall use skateboards or inline skates with metal wheels.
- D. No person shall use a bicycle or scooter in the Skateboard Park.
- E. No formal contests of any kind are allowed in the Skateboard Park without the written approval of the City of Imperial Beach Parks and Recreation Department.
- F. No unauthorized obstacles, equipment, materials, or apparatus may be brought into or used in the Skateboard Park.
- G. Notwithstanding the provisions of Section 12.56.020(X), the hours of operation of the Skateboard Park shall be from 7:00 a.m. to sunset daily. No person shall use the Skateboard Park between the hours of sunset and 7:00 a.m.
- H. At any time, the City Manager or his/her designee is authorized to create and post additional rules and regulations, the violation of which may be punishable by expulsion from the Skateboard Park.

SECTION 3. Section 9.10.040, Subsection (A) of Chapter 9.10 (Skateboard and Roller Skate Riding) of the Imperial Beach Municipal Code is hereby amended to read as follows:

9.10.040. Ramps prohibited on public property.

A. It is unlawful for any person to use, construct or place upon any public property a ramp, jump, platform or similar device intended for use by a person riding a bicycle, skateboard, roller skates or similar wheeled device. This section does not prohibit the city manager or his or her designee from constructing, improving, or maintaining any ramp, platform or similar device at an area approved by resolution or ordinance of the city council per Section 12.56.050. Nor does this section prohibit any person from using any ramp, platform, or similar device placed at

any such area by the city manager or his or her designee, except that any person using such facility must wear the safety equipment designated in Section 12.56.050.

SECTION 4. The City Council hereby approves and designates the area located at 425 Imperial Beach Boulevard immediately south of the Sports Park Recreation Center and north of Sports Park baseball field "B" as the Skateboard Park pursuant to Imperial Beach Municipal Code 12.56.050.

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

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

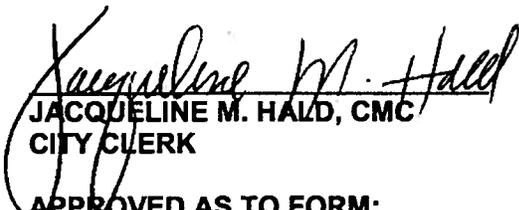
INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 2nd day of June 2010, and thereafter **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, held on the 15th day of June 2010 by the following vote:

AYES:	COUNCILMEMBERS:	BRAGG, MCCOY, ROSE, KING, JANNEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE



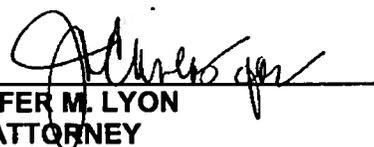
JAMES C. JANNEY, MAYOR

ATTEST:



JACQUELINE M. HALD, CMC
CITY CLERK

APPROVED AS TO FORM:



JENNIFER M. LYON
CITY ATTORNEY

Stakeholder Meeting Notes Skate Board Park

March 9, 2011

5:30 p.m. – 6:30 p.m.

Attending and Stakeholder Representation

City Staff

Tom Clark, Public Safety Director/Fire Chief

Linda Leichtle, Human Resources Manager

5th Street Homeowners

Mike Jones

Inge Miller

Tim O'Neal for Jonnie O'Neal

Dick Pilgrim

Mary Ann Schoultz

Skate Boarders

Cris Bragg

Tim O'Neal

Summary of the Meeting – Consensus

Fence

The Stakeholders were advised on the status of the fence project. They all concurred that the fence would either eliminate or reduce the inappropriate activities that are occurring at the Park.

Hours of Operation

The Stakeholders all agreed that a daily opening of 9:00 a.m. was reasonable. They also understood that if City Staff was not available, that the latest it would open is 11:00 a.m. Relating to closing hours, the group agreed that by following the hours of operation for the Recreation Center or at the earliest 'Dusk' would resolve late night use of the facility. With the exception of Sunday, Recreation Center Staff would be able to close

the Skate Park. Sunday opening and closing still needs to be worked on by City Staff to identify hours of operation and to assign personnel.

Use of the Skate Park

Continue with the policy of "No Bicycles" allowed and work with City Staff to develop a policy that allows the Razor Scooters to be ridden by juveniles under the age of 16. The group felt the Razor Scooter is a beginning or entry level vehicle that is an appropriate option for a child to learn how ride around the skate park while developing the skills/confidence to drop into the bowls.

Enforcement of the Rules

City policy is to enforce the rules relating to helmets and pads. All agreed that education and peer support will go a long way towards obtaining compliance. City policy is to issue an Infraction Citation to juveniles and Misdemeanor Citations to adults. The Sheriff will be tracking the juvenile citations and after the third citation is issued the fourth will be a misdemeanor. Sheriff is tracking citations to juveniles. Smoking, littering, and the use of the side of the Recreation Center as a restroom will be strictly enforced by a misdemeanor citation.

Follow up / Action Plan

- A. Look to set up a community peer court for juveniles that receive a citation. 1st Citation would be handled similar to a 'Fix-it' Ticket if proof of helmet and pads are presented. This will require follow up by the City Attorney, Sheriff and Public Safety. Chris Bragg and Tim O'Neal to come forward with ideas for a Skater Peer Court to be brought back to the City for evaluation.
- B. Positive reinforcement for the Skaters wearing the proper safety gear. Community Funding in the form of ice cream chits or movie tickets to be given out by Sheriff, City Staff and Community Leaders. Tim O'Neal to provide information on his Foundation.
- C. Possible use of the Sheriff Senior Volunteers to assist with education and recognition. Public and Sheriff to review.
- D. Sunday opening/closing of the Skate Park. Assigned to City Staff.
- E. City Staff to prepare recommendation to Council for the use of Razor Scooters for juveniles under the age of 16.

Next Meeting – April 6, 2011 City Council

San Diego County Skate Parks									
City	Ownership	Opened	Gated	Rules	Hours	Lights	Fees	Staffed	Neighborhood Type
Imperial Beach	Public	2010	No	Yes	7am - Dusk	No	Free	No	Park close proximity to Residential
Carlsbad	Public	2001	No	Yes	8am - 10pm	Yes	Free	No	No residential impact
Coronado	Public	2001	Yes	Yes	M-F 1pm - Dusk S&S 10am-Dusk Summer 10am-Dusk	No	Pay	Yes	No residential impact
Chula Vista	Private	2003	Yes	Yes	M-Th 2:45 - 8pm Fri 2:45 - 9pm Sat 11:30 - 9pm Sun 11:30 - 6pm	Yes	Pay	Yes	Park has distance from Residential
National City	Public	2008	Yes	Yes	Dawn to Dusk	Yes	Free	No	Park close proximity to Residential
El Cajon	Public	2002	Yes	Yes	M-F 4pm - 9pm Sat 12pm - 9pm Sun 12pm - 7pm	Yes	Free	Yes	Park has distance from Residential
La Mesa	Public	2003	Yes	Yes	Dawn to Dusk	No	Free	No	No residential impact
Escondido	Public	1997	Yes	Yes	3pm-10pm	Yes	Pay	Yes	Park has distance from Residential
Oceanside - Bishop	Public	2008	No	Yes	Dawn to Dusk	No	Free	No	Park has distance from Residential
Oceanside - MLK	Public	2008	No	Yes	Dawn to Dusk	Yes	Free	No	No residential impact
Poway	Public	2003	Yes	Yes	M-S 8am - 8pm Supervised ≤14 Fri 5:30-8pm	Yes	Free	No	Park has distance from Residential
Santee	Public	1998	Yes	Yes	W-F 2pm - Dusk S&S 10am - Dusk	No	Pay	No	Park close proximity to Residential
SD - Carmel Valley	Public	2008	Yes	Yes	10am - 8pm	Yes	Free	No	Park has distance from Residential
SD - South 30th St	Public	2001	Yes	Yes	10am - Dusk	No	Free	No	Park has distance from Residential
SD - Memorial	Public	2004	Yes	Yes	10am - Dusk	No	Free	No	Park has distance from Residential
SD - Ocean Beach	Public	2000	Yes	Yes	10am - Dusk	No	Free	No	No residential impact
SD - Rancho Penasquitos	Public	2004	Yes	Yes	10am - Dusk	No	Free	No	No residential impact



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: AUGUST 3, 2011
ORIGINATING DEPT.: PUBLIC WORKS *GB*
SUBJECT: RESOLUTION AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT; TO WIT - SPORTS PARK SKATE PARK ELEMENT PERIMETER FENCE (CIP P07-10A)

BACKGROUND: At the January 26, 2011 City Council meeting, staff presented a report representing complaints from residents near the new Sports Park Skate Park element. Residents were asking for increased security at the new Skate Park element including consideration of the installation of a perimeter fence. In that report, staff provided an evaluation of the potential perimeter fence options and an estimated perimeter fence cost. At the conclusion of the report and subsequent Council and resident discussion, staff was directed to proceed immediately with the design and construction of a new 8-foot high perimeter fence that mimicked the fence located on the perimeter of the patio at the Sports Park Recreation Center. The fence will provide a benefit to the neighborhood and help reduce any potential blight in the area.

DISCUSSION: On February 10, 2011, staff engaged the City Engineer, BDS Engineering, to prepare the fence design, bid drawings and bid specifications for a new Sports Park Skate Park Element perimeter fence. The project has been designed. Bids for construction were advertised on June 2, 2011. The bids were opened and evaluated in an advertised public meeting at 3:00 p.m., July 7, 2011. The lowest responsive and qualified bidder for the Sports Park Skate Park Element Perimeter Fence – CIP P07-10A was Harris Steel Fence Company, Inc. at a bid price of \$131,420. The lowest valued bid was disqualified because of a failure to timely provide the required subcontractor certification.

The four contractors who submitted proposals are listed below along with their proposed amounts:

- | | |
|--------------------------------|-----------|
| 1. Quality Fence Company, Inc. | \$113,800 |
| 2. Harris Steel Fence Company | \$131,420 |
| 3. Team-C Construction | \$131,693 |
| 4. Healy Construction Company | \$149,632 |

The Engineer's Estimate was \$75,302.

ENVIRONMENTAL DETERMINATION:

This project is exempt per CEQA Guidelines Section 15303 (e).

This project is excluded from a coastal development permit per Coastal Commission Exclusion of September 5, 1978 paragraph C (Parks) as a de minis modification.

FISCAL IMPACT:

Revenue:

General Fund (Money transferred to City via Cooperative Agreement w/Redevelopment Agency)	\$155,000
---	-----------

Expenditures:

Project Design	\$ 10,600
Project Construction	\$131,420
Project Administration	\$ 12,980
Total Estimated Expenditures	\$155,000

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution.
3. Authorize the City Manager to approve a purchase order for the amount of the lowest qualified and responsive bidder to Harris Steel Fence Company.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7063

RESOLUTION NO. 2011-7063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT; TO WIT - SPORTS PARK SKATE PARK ELEMENT PERIMETER FENCE (CIP P07-10A)

WHEREAS, at the January 26, 2011 City Council meeting, staff presented a report representing complaints from residents near the new Sports Park Skate Park element; and

WHEREAS, residents were asking for increased security at the new Skate Park element including consideration of the installation of a perimeter fence; and

WHEREAS, staff was directed to proceed immediately with the design and construction of a new 8-foot high perimeter fence that mimicked the fence located on the perimeter of the patio at the Sports Park Recreation Center; and

WHEREAS, the fence will provide a benefit to the neighborhood and help reduce any potential blight in the area; and

WHEREAS, February 10, 2011 staff engaged the City Engineer, BDS Engineering, to prepare the fence design, bid drawings and bid specifications for a new Sports Park Skate Park Element perimeter fence; and

WHEREAS, the project fence was designed and a request for proposals for construction was advertised on June 2, 2011; and

WHEREAS, the bids were opened and evaluated in an advertised public meeting at 3:00 p.m., July 7, 2011; and

WHEREAS, the lowest responsive and responsible bidder for the Sports Park Skate Park Element Perimeter Fence – CIP P07-10A - was Harris Steel Fence Company, Inc. at a bid price of \$131,420; and

WHEREAS, the lowest valued bid is disqualified because of a failure to timely provide the required subcontractor certification; and

WHEREAS, the Imperial Beach Redevelopment Agency Board and City Council authorized the City Manager and Executive Director to enter into a Cooperation Agreement (the "Agreement"), which was executed effective February 16, 2011, to provide for implementation of certain projects, including perimeter fencing for the Sports Park Skate Park Element, under which payments will be made by the Agency to the City as otherwise necessary to reimburse the City for the cost to the City of installing and constructing the fencing; and

WHEREAS, on July 20, 2011, the City Council introduced Ordinance No. 2011-1121 under protest and subject to reservation, in order to avoid the immediate adverse impacts of ABx1 26 enacted on June 29, 2011 related to redevelopment agencies; and

WHEREAS, the Engineer's Estimate for the perimeter fence construction was \$75,302.

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

1. The above recitals are true and correct.

2. The legislative body hereby rejects all proposals for bid except that identified as the lowest responsive and responsible bid, which is the bid from Harris Steel Fence Company. The bid of the lowest, responsive and responsible bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. _____.

3. The award of the bid to Harris Steel Fence Company is contingent upon the enactment of Ordinance No. 2011-1121, subject to any judicial order which directly or indirectly prohibits the City's use of Agency funds transferred to the City under the Agreement.

4. The contractor shall not commence construction or order equipment until he/she has received a Notice to Proceed.

5. The works of improvement shall be constructed in the manner and form and in compliance with the requirements as set forth in the plans and specifications for the project.

6. The City Manager is authorized to sign a purchase order with the lowest responsible and qualified bidder.

7. The expenditure of General Fund for the design, construction and administration of this project is approved in an amount not to exceed \$155,000.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 3rd day of August 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: AUGUST 3, 2011
ORIGINATING DEPT.: PUBLIC WORKS *HB*
SUBJECT: VETERANS PARK HISTORY WALK DESIGN

BACKGROUND: Veterans Park Information signage concept approved in calendar year 2006 was for 4 free standing information signs. The concept was deferred due to the high cost of design and construction. At the March 2, 2011, City Council meeting, staff presented a modified concept for the Veterans Park Information Signage. The modified concept was to install 8 – 10 concrete bands in the Veterans Park concrete walkway each displaying a unique historical event in the Imperial Beach region.

City Council indicated their interest in this latest design and assigned a Council ad hoc subcommittee to work with the City staff in refining this concept. The duration of this subcommittee was to be 2-months. Council indicated that the total cost of the new information signs should not exceed \$20,000.

DISCUSSION: The staff has continued to work on this concept and proposes to present to City Council the following for discussion:

- A maximum of 10 information concrete bands located as shown in the Veterans Park aerial photo in Attachment 1; and
- The text of each of the 10 information concrete bands as shown in Attachment 2.

ENVIRONMENTAL DETERMINATION:

Project exempt per CEQA Guideline 15311 - Accessory Structures.

FISCAL IMPACT:

No immediate cost associated with this staff report or decisions rendered by City Council at this juncture. Staff intends to work with one or more vendors of this type signage to evaluate the sign construction and text to keep the costs not greater than the directed \$20,000 cap.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Receive City Staff presentation on the sign images
3. Provide City staff direction on the signage text.
4. Affirm the maximum dollar value authorized for this project
5. Direct staff to return with the final signage design before awarding a contract or purchase order for this work.

CITY MANAGER'S RECOMMENDATION:

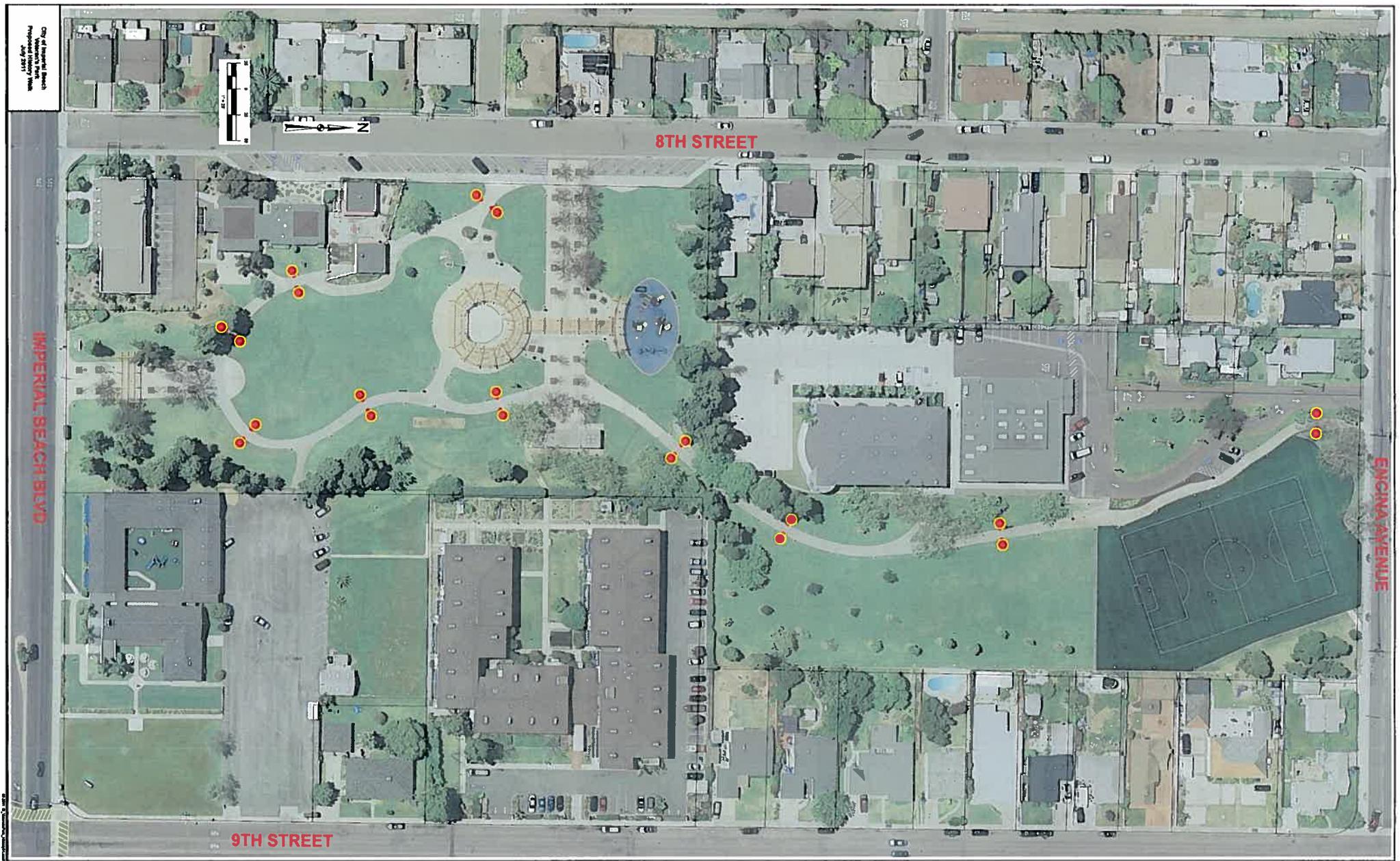
Approve Department recommendation.



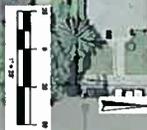
Gary Brown, City Manager

Attachments:

1. Veterans Park Information Sign Locations - proposal
2. Veterans Park Information Sign Text - proposal



City of Imperial Beach
Waterfront Park
Project No. 2017-0011



8TH STREET

9TH STREET

IMPERIAL BEACH BLVD

ENCINA AVENUE

IMPERIAL BEACH HISTORY WALK

1,300 – 1769

I.B. Part Time Home of Kumeyaay Indians

IMPERIAL BEACH HISTORY WALK

1769

Riveria/Crespi Expedition – 1st Europeans in I.B.

IMPERIAL BEACH HISTORY WALK

1848

U.S. / Mexican War - I.B. becomes U.S. Territory

IMPERIAL BEACH HISTORY WALK

1887

I.B. becomes summer retreat for Imperial Valley residents

IMPERIAL BEACH HISTORY WALK

1909 / 1960 / 1988

Imperial Beach Piers Constructed / Reconstructed

IMPERIAL BEACH HISTORY WALK

1909-1910

First Sidewalks Built

IMPERIAL BEACH HISTORY WALK

1917

Aviation Field (Ream Field), Established

IMPERIAL BEACH HISTORY WALK

1956

July 18th – City Incorporated

IMPERIAL BEACH HISTORY WALK

1982

Tijuana Estuary Preserve established

IMPERIAL BEACH HISTORY WALK

1999

Opening of Mel Portwood Pier Plaza



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: AUGUST 3, 2011

ORIGINATING DEPT.: PUBLIC WORKS *HAL*

SUBJECT: ADDITION OF BICYCLE SHARROWS TO STREET IMPROVEMENTS RDA PHASE 3B CIP CONSTRUCTION PROJECT (S04-108)

BACKGROUND: Street Improvements RDA Phase 3B CIP project is the construction of the section of Seacoast Drive Streetscape project between Daisy Avenue and Imperial Beach Blvd. The Bicycle Transportation Plan (BTP) adopted by City Council included the creation of an Eco Bike Route within the City. This Eco Bike route is a bicycle loop within the City starting at Bayshore Bikeway / 7th Street and circling counterclockwise around the City and returning back to the Bayshore Bikeway at 7th Street. The Eco Bike Route is shown on Attachment 1. The Eco Bikeway includes the section of Seacoast Drive included in Street Improvements RDA Phase 3 A (Palm Avenue to Daisy Avenue), Street Improvements RDA Phase 3 B (Daisy Avenue to Imperial Beach Blvd.) and Old Palm Avenue (Palm Avenue between Seacoast Drive and 3rd Street).

DISCUSSION: This staff report is presented to suggest to City Council that the Street Improvements RDA Phase 3B construction design include a striping plan that would strip for a class 3 bicycle route on Seacoast Drive from Palm Avenue to Imperial Beach Blvd. and on Palm Avenue from 3rd Street to Seacoast Drive consistent with the adopted BTP. The striping plan would include bicycle sharrows as shown in attachment 2. A Class 3 bicycle route is where a bicycle is ridden within the vehicular right-of-way, but delineated by signage only. The striping proposed and as is included in the BTP is shown in attachment 2.

ENVIRONMENTAL DETERMINATION:

The BTP Environmental Review was approved and adopted by City Council in April 2009.

FISCAL IMPACT:

The added cost to include this striping in the Street Improvements RDA Phase 3B project will be nominal, probably less than \$5,000. The total cost of the Street Improvements RDA Phase 3B is estimated at approximately \$2,000,000.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Discuss the pros and cons of adding the Eco Bikeway striping to the Street Improvements RDA Phase 3B CIP project.
3. Give direction to staff to either add the Eco Bikeway striping to the Street Improvements RDA Phase 3B project or to defer this striping to a future project.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

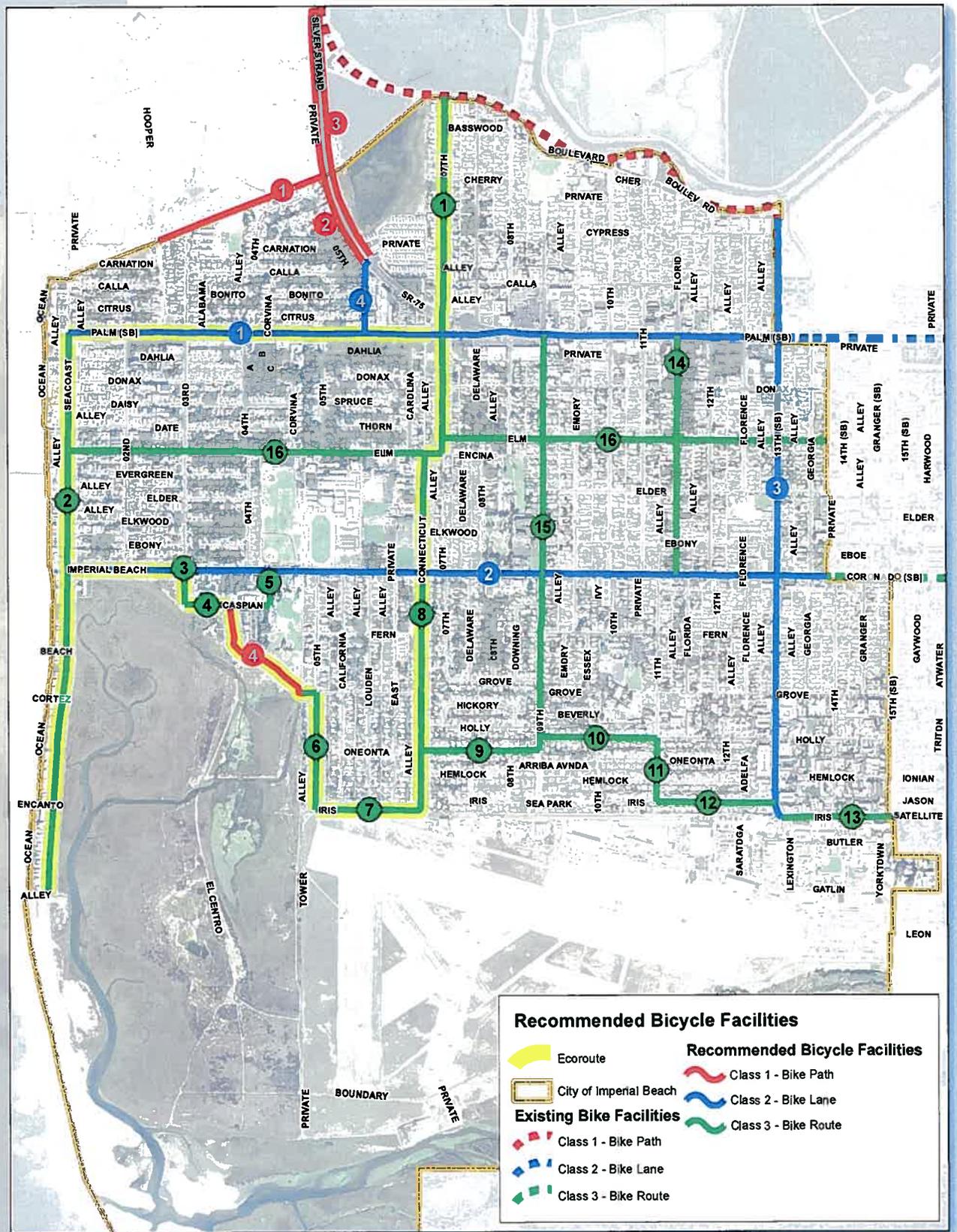


Gary Brown, City Manager

Attachments:

1. City of Imperial Beach Eco-Bike Route Plan
2. Bike Route striping / signage plan

Figure 8.1 Recommended Bikeway Facility Segments



**MUTCD Sign Type D11-1
(Class 3) and example of
Sign Type D1-1c (Special
Destination Signing)**



Sharrows Class 3 Shared Lane Markings



**Example of a Shared
Lane symbol in New
York City**

