



# A G E N D A



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

**IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

**MAY 21, 2014**

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

***CLOSED SESSION MEETING – 5:30 P.M.***

***REGULAR MEETING – 6:00 P.M.***

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

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

**CLOSED SESSION CALL TO ORDER**

**ROLL CALL BY CITY CLERK**

**CLOSED SESSION**

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code §54956.8:

Property: 1075 8th Street, Imperial Beach, CA 91932, APN 626-400-71-00

Agency Negotiator: City Manager and City Attorney

Negotiating Parties: County of San Diego

Under Negotiation: Instruction to Negotiators will concern price and terms of payment

**RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)**

**ADJOURN CLOSED SESSION**

**REGULAR MEETING CALL TO ORDER**

**ROLL CALL BY CITY CLERK**

**PLEDGE OF ALLEGIANCE**

**AGENDA CHANGES**

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

**COMMUNICATIONS FROM CITY STAFF**

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

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

**PRESENTATIONS (1)**

None.

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

**2.1 CONSIDERATION OF A RESOLUTION THAT WOULD AUTHORIZE IMPLEMENTATION OF THE CALIFORNIA PACE PROGRAM THROUGH PARTICIPATION WITH THE HERO AND FIGTREE PROGRAMS. (0660-55)**

Recommendation: Adoption of the various resolutions and agreement that would authorize the implementation of the California HERO and Figtree Programs for property owner financing of renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the California Property Assessed Clean Energy (PACE) program. In summary form, staff is recommending approval/adoption of the following:

- Adoption of Resolution 2014-7486 seeking inclusion in the California HERO Program and an amendment to the WRCOG Joint Powers Agreement establishing Imperial Beach as an Associate Member.
- Adoption of Resolution 2014-7487 authorizing the California Enterprise Development Authority (CEDA), through Figtree Energy Financing, to offer their program and levy assessments within the City of Imperial Beach.
- Adoption of Resolution 2014-7488 to join the California Enterprise Development Authority(CEDA) as an Associate Member and enter into an Agreement with CEDA to permit the provision of the PACE Program services within the City.

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

Recommendation: Ratify the following registers: Accounts Payable Numbers 84515 through 84587 with a subtotal amount of \$1,235,230.19 and Payroll Checks/Direct Deposits 45897 through 45923 for a subtotal amount of \$145,713.32 for a total amount of \$1,380,943.51.

**2.3 ADOPTION OF RESOLUTION 2014-7482 RATIFYING THE CITY MANAGER'S SIGNATURE RENEWING AN ENTRY AND STORAGE PERMIT WITH THE YMCA FOR STORAGE OF UP TO SEVEN (7) LIFEGUARD TOWERS, ONE PERSONAL WATERCRAFT WITH TRAILER, AND A LAND/SEA CONTAINER WITH ITS CONTENTS. (0130-70 & 0220-20)**

Recommendation: Adopt resolution.

**2.4 ADOPTION OF RESOLUTION 2014-7485 RATIFYING THE CITY MANAGER'S SIGNATURE RENEWING THE AGREEMENT WITH THE YMCA AUTHORIZING PLACEMENT OF A LIFEGUARD ON THE SOUTHWEST CORNER OF CAMP SURF. (0130-70 & 0220-20)**

Recommendation: Adopt resolution.

**2.5 ADOPTION OF RESOLUTION NO. 2014-7480 RATIFYING THE CITY MANAGER'S SIGNATURE ON THE MOU BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY AND IMPERIAL BEACH REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING IN THE AMOUNT OF \$1,498.48 FOR TRAINING REIMBURSEMENT. (0390-88)**

Recommendation: Adopt resolution.

*Continued on Next Page*

**CONSENT CALENDAR (Continued)**

- 2.6 ADOPTION OF RESOLUTION NUMBER 2014-7481 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT BETWEEN THE SAN DIEGO FIRE-RESCUE DEPARTMENT, SAN DIEGO PROJECT HEARTBEAT AND THE CITY OF IMPERIAL BEACH FOR AUTOMATIC EXTERNAL DEFIBRILLATOR/PUBLIC ACCESS DEFIBRILLATION (AED/ PAD) PROGRAM TRAINING, MANAGEMENT, AND INCIDENT MANAGEMENT SERVICES. (0210-30)**

Recommendation: Adopt resolution.

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

- 3.1 INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF AN ORDINANCE AMENDING THE IMPERIAL BEACH MUNICIPAL CODE ADDING CHAPTER 2.32 CREATING THE IMPERIAL BEACH PARKS AND RECREATION COMMITTEE. (0120-80)**

Recommendation:

1. Receive the report;
2. Consider public input;
3. Introduce and conduct the first reading of Ordinance 2014-1145, by title only, and waive further reading; and
4. Schedule the second reading, by title only, and adoption of Ordinance 2014-1145 on June 4, 2014.

**PUBLIC HEARINGS (4.1)**

- 4.1 RESOLUTION NO. 2014-7484 APPROVING THE SEWER FLOW METER AND UNIT GENERATION RATE EVALUATION STUDY AND ADOPTING THE SEWER CAPACITY FEE CUSTOMER CLASS EDU GUIDELINES. (0390-55)**

Recommendation:

1. Receive report;
2. Open the Public Hearing;
3. Receive public comment/protests;
4. Close the Public Hearing; and
5. Adopt the Resolution No. 2014-7484.

**REPORTS (5.1-5.4)**

- 5.1 RESOLUTION NO. 2014-7483 AFFIRMING THE FISCAL YEAR 2014/2015 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013. (0830-95)**

Recommendation:

1. Receive report and
2. Adopt Resolution No. 2014-7483 affirming the 1.6 % average increase in sewer rates for all customer classes.

- 5.2 DISCUSSION AND DIRECTION REGARDING A 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY IN THE CITY OF IMPERIAL BEACH. (1040-10)**

Recommendation: That the City Council receive the report from staff and Mr. O'Neil and provide direction to proceed with planning for a fireworks display in 2014 or to concentrate on a fireworks display on July 4, 2015.

- 5.3 CITY COUNCIL BRIEFING NO. 2 – PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN. (0620-90)**

Recommendation: That the City Council receives City Council Briefing No. 2 on the Master Plan and provides input, comment and/or direction as needed to staff.

*Continued on Next Page*

**REPORTS (Continued)**

**5.4 PRESENTATION TO COUNCIL ON THE FINAL GRANT PROJECT REPORT FOR THE DETECTION, MAPPING, AND COMMUNICATION OF SOLID WASTE POLLUTION SOURCES IN THE TIJUANA RIVER VALLEY. (0770-87)**

Recommendation: Receive report and presentation.

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

None.

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

**ADJOURNMENT**

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

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

[www.imperialbeachca.gov](http://www.imperialbeachca.gov)

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/s/  
Jacqueline M. Hald, MMC  
City Clerk



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER AH  
MEETING DATE: MAY 21, 2014  
ORIGINATING DEPT.: CITY ADMINISTRATION  
SUBJECT: CONSIDERATION OF A RESOLUTION THAT WOULD AUTHORIZE IMPLEMENTATION OF THE CALIFORNIA PACE PROGRAM THROUGH PARTICIPATION WITH THE HERO AND FIGTREE PROGRAMS

**EXECUTIVE SUMMARY:**

Two separate, but associated programs, California HERO and Figtree are seeking approval from the City Council to provide property owner financing for renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the Property Assessed Clean Energy (PACE) program adopted by the California Legislature. Authorization to implement the programs requires adoption of several resolutions and agreements, but should have minimal impact on staff resources and no fiscal impacts on the City of Imperial Beach.

**BACKGROUND:**

State legislative actions authorize the City Council to designate the community as an area where property owners may enter into voluntary contractual assessments to finance the installation of renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property as specified in Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010. These statutes amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and have become known as the PACE program, which stands for Property Assessed Clean Energy.

At least three programs have approached Imperial Beach staff seeking approval of a resolution that would allow the programs to operate within the City. One of the programs, Ygrene, requires sponsorship from the City or partnering with another community such as Chula Vista and when that becomes more feasible, staff will present the program to the City Council for consideration. The other two programs, California HERO and Figtree require nothing more than adoption of a resolution to allow residents to participate in the program.

The California HERO Program (for PACE financing) was formed in Western Riverside County and, according to program representatives, since its launch in late 2011 the program has approved over \$825 million in applications and has funded over \$197 million in qualified projects. The HERO Program is available to all California cities and counties in a turnkey manner that could reduce or eliminate any staff time, cost and use of local resources that would

otherwise be needed to develop a new local program. Participating jurisdictions only need to adopt a resolution and approve an amendment to the joint exercise of powers agreement, related to the California HERO Program, both of which are attached hereto.

Another PACE provider, Figtree, focuses primarily on commercial properties and has developed a successful partnership with the HERO program to work in cooperation in participating jurisdictions. The Figtree program is offered through the California Enterprise Development Authority (CEDA), created by the California Association for Local Economic Development. There are currently over 80 cities and counties participating in CEDA and 49 cities and counties participating in Figtree. The Figtree Program has been in place since October 2010 and issued its initial bonds in December 2011. Its initial efforts were as a pilot program and it funded seven (7) projects in Fresno, Palm Springs, Clovis and Exeter. The total value of those projects was just over \$800K. The initial Figtree process was fairly labor intensive for cities, however, that process has been streamlined so that cities do not need to form assessment districts themselves and can adopt a resolution allowing CEDA to do so. Since this change, more cities have joined and financing application volumes are increasing. The cities of San Diego, San Marcos, Vista and the County of San Diego are just a few local jurisdictions that have joined the Figtree Program.

An important factor to note is that neither of these programs is exclusive. Other viable PACE eligible programs would be allowed to operate in Imperial Beach. Therefore, as mentioned, if Ygrene, or another program is able to function in Imperial Beach, the authorization of the California HERO Program and Figtree Program will not preclude the implementation of other programs.

### **ANALYSIS:**

Adoption of the resolutions would allow property owners in Imperial Beach to finance renewable energy, energy and water efficiency improvements, and electric vehicle charging infrastructure on their property. If a property owner chooses to participate, the installed improvements will be financed by the issuance of bonds by a joint powers authority, the Western Riverside Council of Governments ("WRCOG") or through the California Enterprise Development Authority (CEDA), respectively. The bonds are secured by a voluntary contractual assessment levied on the owner's property, with no recourse to the City. Participation in the program is 100% voluntary and property owners who wish to participate in the program agree to repay the amount borrowed through a voluntary contractual assessment collected together with their property taxes. This financing is available for eligible improvements on both residential (generally accommodated by the California HERO Program) and non-residential properties (generally accommodated by the Figtree Program).

According to representatives of the programs, benefits to the property owner include:

- **Eligibility:** In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have financing options available that would provide funding for improvements that lower their utility bills.
- **Savings:** Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy improvements reduces utility bills.

- 100% voluntary: Property owners can choose to participate in the program at their discretion. Improvements and properties must meet eligibility criteria in order to qualify for financing.
- Payment obligation stays with the property: Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Certain residential conforming mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option: The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Customer oriented program: Part of the success of the program is the prompt customer service. Committed funding partners provide funding promptly upon project completion resulting in both property owner and contactor satisfaction.

Representatives of the programs also claim that the City can benefit in the following manner:

- Increase local jobs.
- An increase in property values (energy efficient homes and private investment).
- An increase in sales, payroll and property tax revenue.
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay any delinquent assessments levied on the participating properties.
- All bond issuance and bond administration functions are completed by the programs. Little, if any, City staff time is needed to participate in the programs.
- By engaging existing programs, residents can obtain financing more quickly, easily and much less inexpensively than establishment of a new local program.

The proposed resolutions enable the California HERO Program and the Figtree Program to be available to owners of property within Imperial Beach to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. One of the resolutions approves an Amendment to the WRCOG Joint Powers Agreement to add Imperial Beach as an Associate Member in order to enable the California HERO Program to be offered to the owners of property located within the City who wish to participate in the California HERO Program.

As an important note, PACE enabling legislation was adopted by the State of California to encourage the adoption of energy efficiency, renewable energy and water efficiency measures on homes and businesses. When the legislation was enacted, many people believed PACE was an attractive financing option due to its ability to automatically transfer payments to a new owner if the property sold. However, a Directive issued by the FHFA on July 6, 2010 and implemented, in part, by Fannie Mae and Freddie Mac (Government Sponsored Entities, GSEs) on August 31, 2010, informed mortgage originators that the GSEs would not be purchasing any mortgages with PACE liens.

In response to this, the State of California and other entities filed lawsuits against FHFA. The original intent of the lawsuit was to amend or dismiss the Directive by requiring that FHFA follow the rulemaking procedures as set forth under the Administrative Procedure Act. On October 16, 2010, the District Court issued a judgment which required FHFA to go through the rule making procedures. However, the trial court ruled that the FHFA's Directive would continue in effect. FHFA filed an appeal with the Ninth Circuit Court of Appeal, seeking to overturn the judgment requiring the FHFA to go through the rule making procedures. On March 19, 2013, the Ninth

Circuit Court of Appeals ruled that the FHFA did not have to follow the rule making procedures in order to issue the Directive and dismissed the case. Thus, the FHFA does not need to go through the rule making procedures.

In the July 6, 2010 statement issuing the Directive, FHFA supported PACE programs whose assessments are junior or subordinate to GSEs mortgage interests. The statement also directed GSEs to implement the following additional actions:

- Adjust loan-to-value ratios to reflect the maximum permissible PACE loan amount available to borrowers in PACE jurisdictions.
- Ensure that loan covenants require approval/consent for any PACE loan.
- Tighten borrower debt-to-income ratios to account for additional obligations associated with possible future PACE loans.
- Ensure that mortgages on properties in a jurisdiction offering PACE-like programs satisfy all applicable federal and state lending regulations and guidance.

FHFA stated that "Nothing in this Statement affects the normal underwriting programs of the regulated entities or their dealings with PACE programs that do not have a senior lien priority." To date neither Fannie Mae nor Freddie Mac has taken action to implement any of the additional actions contained in the Directive.

To address the concerns raised by FHFA Figtree seeks lender consent for all commercial PACE transactions. The Figtree program, like the HERO Program, provides full consumer disclosure prior to approving PACE financing. The Figtree Program makes property owners aware that should they move forward with PACE financing without securing lender consent property owners run the risk of having their mortgage accelerated by their mortgage holder. The State of California allows a PACE assessment to be transferred upon sale or refinance. Banks can, however, request that the balance be paid off.

The PACE enabling legislation in California provides that PACE assessments, like traditional assessments levied by public agencies in California, are equal in priority as general property taxes and as such are senior to private debt on the property and thus have first liens/senior liens priority. However under federal law, the Ninth Circuit Court of Appeal, which includes California, in *Rust v. Johnson* (9<sup>th</sup> Circuit (1979) 597 F.2d 174) ruled that local government cannot collect payment of assessments if they impair loans insured or owned by GSEs ("Conforming Loans"). The court ruled that if a federal government entity has a mortgage interest on a parcel subject to assessments or special taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to preserve the federal government mortgage interest. Thus under federal law as set forth in the opinion under *Rust v. Johnson*, assessments, including PACE assessments, placed on the property are not "first liens" or "senior liens" with respect to Conforming Loans. Disclosure of *Rust v. Johnson* has been provided for in Official Statements of Municipal Bond issuances for traditional assessment district and community facilities district bond issues since 1979, in a form similar to the following:

Portions of the property within the Assessment District may now or in the future secure loans. Any such loan is subordinate to the lien of the Assessments. However, (a) in the event that any of the financial institutions making the loan that is secured by real property within the Assessment District is taken by the Federal Deposit Insurance Corporation ("FDIC"), (B) the FDIC or another federal entity acquires a parcel subject to the Assessment lien, (C) the Federal National

Mortgage Association, the Federal Home Loan Mortgage Corporation or similar federal agency or instrumentality has a mortgage interest in a loan on property subject to the Assessment lien, and, prior thereto or thereafter, the loan or loans go into default, the ability of the City to collect the interest and penalties specified by state law and to foreclose the lien of a delinquent unpaid assessment may be limited.

Additionally, under federal law, subordinate liens to mortgages are permitted and cannot be blocked (See U.S. Code Title 12 Banks and Banking, Section 1701j-3). Thus, the impact of a PACE assessment being subordinate in effect to the interests of GSEs by virtue of the ruling in *Rust v. Johnson* and the inability to prevent a person from putting a subordinate lien on their property may make it difficult for GSEs to impose additional Directives adversely affecting the property owner's mortgage.

While much of the foregoing is not of specific concern to the City, staff thought it was important to provide the information to the City Council. As with any mortgage or personal financing, property owners should obtain assistance from an attorney or a real estate agent in order to understand all ramifications. However, because the City Council is taking action to allow the implementation of these funding options, staff felt it is necessary to address this concern in a forthright manner.

#### **ENVIRONMENTAL DETERMINATION:**

The authorization to implement these programs is not subject to the provisions of the California Environmental Quality Act.

#### **FISCAL IMPACT:**

There will be no direct impact on the General Fund of the City, except those costs associated with the preparation of the reports and resolutions for consideration by the City Council and minimal staff time to assist with the implementation of the programs.

#### **RECOMMENDATION:**

Staff is recommending adoption of the various resolutions and agreement that would authorize the implementation of the California HERO and Figtree Programs for property owner financing of renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the California Property Assessed Clean Energy (PACE) program. In summary form, staff is recommending approval/adoption of the following which are attached hereto:

- Adoption of Resolution 2014-7486 seeking inclusion in the California HERO Program and an amendment to the WRCOG Joint Powers Agreement establishing Imperial Beach as an Associate Member.
- Adoption of Resolution 2014-7487 authorizing the California Enterprise Development Authority (CEDA), through Figtree Energy Financing, to offer their program and levy assessments within the City of Imperial Beach.
- Adoption of Resolution 2014-7488 to join the California Enterprise Development Authority (CEDA) as an Associate Member and enter into an Agreement with CEDA to permit the provision of the PACE Program services within the City.

**ATTACHMENTS:**

1. Resolution 2014-7486
2. Resolution 2014-7487
3. Resolution 2014-7488
4. California Enterprise Development Authority Associate Membership Agreement
5. HERO Approved Applicant Profile
6. HERO Consumer Protection Policy

**RESOLUTION NO. 2014-7486**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO.**

**WHEREAS**, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, Authority established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, the City of Imperial Beach (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, and environmental protection; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

**WHEREAS**, Authority has established the California HERO Program, which is a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Imperial Beach as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case

of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

2. The City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of the City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

4. The City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

7. The City of Imperial Beach may repeal this Resolution at any time, upon written notice to Western Riverside Council of Governments, if it is determined that any facet of the California HERO Program was misrepresented in a manner that places the City of Imperial Beach at harm legally or financially.

**PASSED AND ADOPTED** this 21st day of May, 2014 by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
James C. Janney, Mayor

ATTEST:

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

Approved as to Form:

\_\_\_\_\_  
Jennifer Lyon  
City Attorney

## EXHIBIT A

### AMENDMENT TO THE JOINT POWERS AGREEMENT ADDING THE CITY OF IMPERIAL BEACH AS AN ASSOCIATE MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM SERVICES WITHIN IMPERIAL BEACH.

This Amendment to the Joint Powers Agreement ("JPA Amendment") is made and entered into on the 21<sup>st</sup> day of May, 2014, by the City of Imperial Beach ("City") and the Western Riverside Council of Governments ("Authority") (collectively the "Parties").

**WHEREAS**, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Joint Exercise of Powers Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy ("PACE") program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the "Improvements") that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

**WHEREAS**, Authority established a PACE program known as the "California HERO Program" pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

**WHEREAS**, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

**WHEREAS**, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

**WHEREAS**, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

**WHEREAS**, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

### MUTUAL UNDERSTANDINGS

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

**A. JPA Amendment.**

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

**B. Implementation of California HERO Program within City Jurisdiction.**

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the

California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

**C. Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City, or if the provisions of the California HERO program have been misrepresented to City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorney's fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

City:

City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

---

James C. Janney, Mayor

ATTEST:

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Jacqueline M. Hald, MMC  
City Clerk

Approved as to Form:

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Jennifer Lyon  
City Attorney

**RESOLUTION NO. 2014-7487**

**RESOLUTION APPROVING ASSOCIATE MEMBERSHIP BY THE CITY OF IMPERIAL BEACH IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY.**

**WHEREAS**, the City of Imperial Beach, California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

**WHEREAS**, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

**WHEREAS**, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "Authority") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

**WHEREAS**, under the JPA Law and the Agreement, the Authority is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

**WHEREAS**, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and the Authority is attached; and

**WHEREAS**, the City is willing to become an Associate Member of the Authority subject to the provisions of the Associate Membership Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Imperial Beach, hereby finds, determines and declares as follows:

**Section 1.** The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

**Section 2.** The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 3.** The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

**Section 4.** This resolution shall take effect immediately upon its passage.

**Section 5.** The City of Imperial Beach may revoke membership in the Authority, upon notification in writing to the Authority, if it is determined that the provisions of membership have been misrepresented in a manner that places the City at any harm legally or financially.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of May, 2014 by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
James C. Janney, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald, MMC,  
Imperial Beach City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Lyon  
City Attorney

**CERTIFICATE OF CLERK OF THE CITY COUNCIL  
CITY OF IMPERIAL BEACH**

I, Jacqueline M. Hald, City Clerk of the City of Imperial Beach, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of Imperial Beach duly and regularly held in the Council Chambers, on May 21, 2014, of which meeting all of the members of said City Council had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Jacqueline M. Hald, MMC  
Imperial Beach City Clerk

**RESOLUTION NO. 2014-7488**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, STATE OF CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE INCORPORATED AREA OF THE CITY IN THE SAN DIEGO COUNTY PROPERTY ASSESSED CLEAN ENERGY PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY AND WATER EFFICIENCY IMPROVEMENTS, APPROVING THE REPORT SETTING FORTH THE PARAMETERS OF THE REFERENCED PROGRAM AND CERTAIN MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, the California Enterprise Development Authority ("CEDA") is a joint exercise of powers authority, comprised of cities and counties in the State of California, including the City Imperial Beach (the "City"); and

**WHEREAS**, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

**WHEREAS**, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

**WHEREAS**, the Board of Supervisors (the "Board of Supervisors") of the County of San Diego, a political subdivision of the State of California (the "County"), has adopted Figtree PACE pursuant to the Act; and

**WHEREAS**, the parameters of Figtree PACE are set forth in the Program Report and such Report has been prepared pursuant to Section 5898.22 of the Act and approved by the CEDA Board of Directors; and

**WHEREAS**, the City Council of the City of Imperial Beach (the "City Council") has reviewed the Report;

**WHEREAS**, the Act authorizes CEDA to enter into contractual assessments with property owners located within incorporated cities in the County of San Diego upon the approval of the legislative body of the related city to participate in Figtree PACE; and

**WHEREAS**, the City of Imperial Beach (the “City”) desires to participate with the County in Figtree PACE, and provide for participation in Figtree PACE by property owners located within City limits; and

**WHEREAS**, pursuant to Chapter 29, the City authorizes CEDA to levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

**WHEREAS**, to protect the City in connection with operation of the Figtree PACE, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

**WHEREAS**, the City will not be responsible for the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

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

**Section 1. Good Standing.** The City is either a municipal corporation or other public body and a member of CEDA in good standing.

**Section 2. Public Benefits.** On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

**Section 3. Resolution of Intention.** The City Council ratifies the resolution adopted by the CEDA Board of Directors on September 12th, 2013 declaring the Board’s intention to order the implementation of a contractual assessment program to finance Improvements pursuant to the Act.

**Section 4. Boundaries.** The City Council hereby approves the inclusion in Figtree PACE all of the properties in the incorporated area within the City, as same may be amended through annexation from time to time, the acquisition, construction and installation within City limits of the energy and water efficiency measures set forth in the Report upon the request and agreement of the affected property owner, and the assumption of jurisdiction thereof by CEDA for the aforesaid purposes. The adoption of this Resolution by this City Council constitutes the approval by the City to participate in Figtree PACE. This City Council further authorizes CEDA to set the terms of, and implement, Figtree PACE and take each and every action necessary or desirable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance of bonds, notes or other forms of indebtedness secured by such contractual assessments as authorized by Chapter 29.

**Section 5. Appointment of CEDA.** The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

**Section 6. Program Report.** The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

**Section 7. Foreclosure.** The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

**Section 8. Indemnification.** The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

**Section 9. Repeal.** The City of Imperial Beach may repeal this Resolution, upon written notice to CEDA, if it is determined that the provisions of the Program have been misrepresented in any manner that places the City in harm legally or financially.

**Section 10. CEQA.** The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

**Section 11. Effective Date.** This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

**Section 12. Costs.** Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

**PASSED AND ADOPTED** this 21st day of May, 2014 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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James C. Janney, Mayor

ATTEST:

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Jacqueline M. Hald, MMC  
City Clerk

Approved as to Form:

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Jennifer Lyon  
City Attorney

EXHIBIT B  
Indemnification Agreement

**INDEMNIFICATION AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF IMPERIAL BEACH AND**  
**FIGTREE COMPANY, INC.**

This Indemnification Agreement (the “Agreement”) is entered into by and between the City of Imperial Beach, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the “Public Entity”) and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the “Administrator”), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the “Authority”).

**RECITALS**

**WHEREAS**, the Authority is a joint exercise of powers authority whose members include the Public Entity in addition to other cities and counties in the State of California; and

**WHEREAS**, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the “Figtree PACE Program”) to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code (“Chapter 29”) and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

**WHEREAS**, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the Public Entity; and

**WHEREAS**, the legislative body of the Public Entity adopted or will adopt a resolution authorizing the Public Entity to join the Figtree PACE Program; and

**WHEREAS**, the Public Entity will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

**WHEREAS**, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the Public Entity in connection with the operations of the Figtree PACE Program as set forth herein;

**NOW, THEREFORE**, in consideration of the above premises and of the Public Entity's agreement to join the Figtree PACE Program, the parties agree as follows:

1. **Indemnification.** Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the Public Entity, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Public Entity. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. **Amendment/Interpretation of this Agreement.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. **Section Headings.** Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. **Waiver.** No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. **Severability and Governing Law.** If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. **Notices.** All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.  
9915 Mira Mesa Blvd., Suite 130  
San Diego, California 92131  
Attn: Chief Executive Officer

If to the Public Entity:

City of Imperial Beach  
825 Imperial Beach Blvd  
Imperial Beach, CA 91932

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of Public Entity's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

City of Imperial Beach

\_\_\_\_\_  
Jennifer Lyon  
City Attorney

By \_\_\_\_\_  
Name: James C. Janney  
Title: Mayor

Date: \_\_\_\_\_

Figtree Company, Inc., a California corp.

By \_\_\_\_\_  
Name: Mahesh Shah  
Title: CEO

Date: \_\_\_\_\_

**ASSOCIATE MEMBERSHIP AGREEMENT**

**by and between the**

**CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY**

**and the**

**CITY OF IMPERIAL BEACH, CALIFORNIA**

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of May 21, 2014, by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the CITY OF IMPERIAL BEACH, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

**WITNESSETH:**

**WHEREAS**, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

**WHEREAS**, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

**WHEREAS**, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

**WHEREAS**, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

**WHEREAS**, the City of Imperial Beach desires to become an Associate Member of the Authority;

**WHEREAS**, City Council of Imperial Beach has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

**WHEREAS**, the Board of Directors of the Authority has determined that the City of Imperial Beach should become an Associate Member of the Authority;

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City of Imperial Beach do hereby agree as follows:

***Section 1. Associate Member Status.*** The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

***Section 2. Restrictions and Rights of Associate Members.*** The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

***Section 3. Effect of Prior Authority Actions.*** The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

***Section 4. No Obligations of Associate Members.*** The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

***Section 5. Execution of the Agreement.*** Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

**IN WITNESS WHEREOF**, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Gurbax Sahota, Chair  
Board of Directors

Attest:

\_\_\_\_\_  
Michelle Stephens, Asst. Secretary

**CITY OF IMPERIAL BEACH, CALIFORNIA**

By: \_\_\_\_\_  
James C. Janney, Mayor

Attest:

\_\_\_\_\_  
Jacqueline M. Hald, MMC,  
Imperial Beach City Clerk

## **Part 1: HERO Approved Applicant Profile**

### **Average Credit Score: 700**

While credit score is not a determining factor in the HERO application process, HERO pulls applicant credit score samples to determine the representative characteristics of the applicant pool. 80% of the property owners have a credit score between 660 and 740.

### **Average Loan-to-Value (LTV): 68%**

The HERO Program maximum property loan-to-value eligibility criteria is set at 90%. On average, HERO-approved applicants have a LTV ratio of 68%, well below the program maximum eligibility limit. The average cost of the HERO home energy improvement project is 6.8% of the value of the house.

### **Average Property Value: \$273,000**

The average property value of HERO approved applicants is \$273,000, realize the early launch of the program was in Riverside and San Bernardino County.

## **Part 2: Pros & Cons of HERO**

### **Pros to the consumer:**

#### **Customers can save big on utility bills: \$2,167/year**

On average, HERO projects save customers an estimated \$2,167 per year in electric, gas, and water bill expenses. The average project size is \$18,666. The resultant estimated average ROI is 11.6%

#### **Interest Rate is reasonable: 5.95% to 8.95%**

Customers are charged a fixed-interest rate depending on their financing term length selection. Eligible Products can be financed for 5, 10, 15, or 20 years, depending on the useful life of the Eligible Product. Interest rates start at 5.95% for the 5-year term and go up to 8.95% for the 20-year term selection.

#### **Long delay before first payment: Up to 364 days**

Payment of the HERO assessment is billed and paid as a separate line item on the customer's property tax bill. As with other property taxes, the assessment is due in one or two installments each year. Based on the date of the assessment recorded on the customer's property, payments may not begin until the following year tax statement. In some cases, this can be up to 364 days. During this period, customers are not required to pay any out-of-pocket payments.

#### **Interest Rates and APR are much lower than most forms of consumer financing**

Many traditional sources of consumer financing for energy improvements (credit cards, manufacturer financing, etc.) carry interest rates as high as 12%-25% and can negatively

impact the borrower's credit rating. HERO interest rates and APR are much lower and have no impact on the customer's credit.

**HERO plus Prepaid PPA is very often the best way to purchase solar.**

The Prepaid Solar PPA or Lease is the generally the best solar deal on the market, but requires that the consumer come out of pocket for the prepaid portion. HERO can finance the prepaid portion providing the customer the best of both worlds when buying solar.

**Fast Approvals: Applicants can get approved in less than 2 minutes**

The HERO application is fast and simple. About 60% of eligible applicants are notified of approval in less than 1 minute. Most other eligible applicants are approved within 10 minutes.

**Cons to the consumer:**

**Prepayment of Assessment**

There is a possibility that the homeowner may be required to pay the assessment off at time of Sale or Refinance of the property if required by the lender. In practice this has not been the case, though. HERO has financed over 10,000 projects to date and had over 600 Refinances or Sales of Properties with only 26 customers to date that have pre-paid the assessment. Some of these were elective and some required by lender.

**Pros to the community:**

**Customers gain energy independence with solar PV: 15.73 MW PV installed**

To date, HERO has funded over of 2,700 solar photovoltaic projects with 16 megawatts (MW) of generation capacity. These solar PV systems produce over 25 million kilowatt-hours (kWh) of clean, renewable electricity each year.

**Great for the environment: Over 22,000 metric tons of GHGs reduced annually**

In December 2007, the California Air Resources Board approved the 2020 California emissions limit of 427 million metric tons of greenhouse gases. Through the 10,570 funded energy efficiency and renewable energy projects, the HERO Program is helping the state meet the 2020 goal by reducing household-related emissions by over 22,000 metric tons of greenhouse gases each year.

**Stimulates the local economy: \$489 Million economic impact and 2,382 jobs created annually.**

By investing in local projects performed by local contractors, HERO stimulates local economies and generates over \$489 million of direct and indirect economic impact. HERO also stimulates green collar job growth by creating over 2,300 jobs each year in the clean energy sector.

## ATTACHMENT 6

### IMPORTANT DISCLOSURE

The HERO Financing Program is responsible for all representations made about the HERO Financing Product. Consumers must understand the terms of their agreement in full.

The HERO Program cannot guarantee the work or performance of any particular product or service being provided by a contractor. Once the consumer has signed the completion certificate and agreed that the project was done to their satisfaction the HERO Program is no longer able to withhold payment or manage a dispute. All such disputes must be handled directly with the contractor or manufacturer.

 | Your energy efficient future, today.

HERO Hotline: 855-HERO-411 (855-437-6411) Email: [info@heroprogram.com](mailto:info@heroprogram.com)

Main Office: 15073 Avenue of Science, Suite 200, San Diego, CA 92128



## Consumer Protection Policy



Less Worry, More

**PEACE OF MIND**

We are committed to ensuring that every project is fairly priced, financing terms are clearly understood by the consumer, and that contractors are licensed, bonded and insured.

#### HERO Registered Contractors

To be approved as a HERO Registered Contractor, every representative from the home improvement company must pass background checks and complete a comprehensive training program. Contractors are NOT paid for any products or services until the property owner is satisfied with the work and submits a completion certificate to the HERO Program.

#### HERO Training Program

Before being approved as a HERO Registered Contractor, all representatives from the home improvement company must satisfactorily complete our training and certification program that consists of in-person sessions, eLearning and in-the-field instruction.

#### Contractor ID Verification

Every HERO Registered Contractor must show the consumer their HERO Registration Certificate. In addition, consumers may search on the heropogram.com website to insure that contractors are in fact registered and approved by the program.

#### Contractor Qualifications

Criminal background checks are performed on all contractors, so you can be assured that you are working with a reputable company. Our system automatically checks active license status with the California State License Board every time an application is submitted, and we will suspend contractors who do not have an active status in good standing.

#### Permit Verification

Depending on the property's location and the product being installed, compliance with certain City and/ or County building permits may be required, as well as with other applicable federal, state and local laws and regulations. Although this is the responsibility of the property owner, the program does require verification of permits being pulled for qualifying products that include HVAC and solar PV. All of these items must be confirmed before any payments are processed.

#### Consumer Identity Confirmation

Every consumer's identity is verified before approval either by notary, online ID or phone. If a consumer is identified as having diminished capacity we may conduct additional verification of terms.

#### Product Eligibility

Whether it's new doors and windows, an HVAC replacement, or the addition of a solar PV system, property owners can be assured they are getting qualified energy efficient products. We follow four guiding principles when approving eligible products:

1. Each product category/ type must contribute to real energy/ water savings
2. Qualified products must deliver features desired by the property owner
3. Product energy/ water savings can be achieved by broadly available, non-proprietary technology
4. Product energy/ water savings performance has been measured and verified by a credible testing source

Only products that satisfy all four of these principles are considered for the HERO Financing™ Residential Eligible Products List. This list is publicly available and updated daily to ensure property owners have a trusted source for validating products that are installed in their homes.

#### Pricing Assurance

HERO conducts a "reasonable cost" test on all major product types during the application process by comparing prices within a certain category to the average pricing across that category for similar projects. Products with prices beyond defined control limits are flagged for follow-up and further investigation with the contractor.

#### Terms Confirmation

Understanding the terms for financing a large purchase such as a car, a house, and now, energy efficiency improvements can be complex. Therefore, we require property owners to verify the terms of their financing documents prior to approval. In addition, we place follow-up phone calls to every property owner after financing documents have been received to insure all terms are clearly understood. All of these calls are recorded and available if confirmation is needed at some point in the future.

#### 3 Day Right to Cancel

Under California Law, every consumer has a right to cancel for 3 days after signing the financing agreement.

#### Privacy

Our privacy policy insures that your information will not be sold to any companies. In addition, we do not share any of your confidential information with other contractors selling home improvement services.

#### Dispute Resolution

If you have a dispute with your contractor about the representations that were made about the financing agreement we will conduct a full investigation to help resolve the issue. Every case is assigned a case number and an investigator to insure a comprehensive response to every consumer complaint.



With HERO, property owners can expect the highest quality standard in the industry.



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: MAY 21, 2014  
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *DES*  
SUBJECT: RATIFICATION OF WARRANT REGISTER

**EXECUTIVE SUMMARY:**

Approval of the warrant register in the amount of \$ 1,235,230.19 and the payroll checks in the amount of \$145,713.32.

**BACKGROUND:**

None

**ANALYSIS:**

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

Vendor:	Check:	Amount:	Description:
San Diego County	84537	\$492,158.68	Feb 2014 Law Enf Services
San Diego County	84573	\$492,031.12	Mar 2014 Law Enf Services

The following registers are submitted for Council ratification:

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
84515-84543	05/01/2014	\$ 655,853.15
84544-84587	05/09/2014	\$ 579,377.04
	<b>Sub-Total</b>	<b>\$ 1,235,230.19</b>
<u>Payroll Checks/Direct Deposit</u>		
45897-45923	P.P.E. 5/01/14	\$ 145,713.32
	<b>Sub-Total</b>	<b>\$ 145,713.32</b>
	<b>TOTAL</b>	<b>\$ 1,380,943.51</b>

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

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

Attachments:

1. Warrant Register Backup
2. Warrant Register

## City of Imperial Beach

Warrant Register Back-up

May 01 &amp; 9, 2014

	Actual	Notes
<b>PROFESSIONAL SERVICES</b>		
SAN DIEGO COUNTY SHERIFF	\$ 985,455	Feb and Mar Sheriff contract
PROJECT DESIGN CONSULTANT	\$ 86,783	Palm Avenue
HARLAN CONSTRUCTION	\$ 13,645	Clean and Green 1220 8th Street
TRAN CONSULTING ENGINEERS	\$ 11,650	Main Line Repairs - Design Work
AIREFORCE HEATING & AIR INC.	\$ 6,372	Clean and Green 1152 9th Street
THE FENCE DR.	\$ 4,300	Clean and Green 1220 8th and 1152 9th Street
CALI GLASS & WINDOWS	\$ 4,170	Clean and Green 425 8th Street
US MOBILE WIRELESS COMMUNICATIONS	\$ 3,852	Annual LG Radio Maintenance
GRAPHIC SOLUTIONS, LTD	\$ 2,750	Dec, Feb & Mar Railroad Intersection
AK & COMPANY	\$ 2,375	S890 Consulting Fee for Submitting Reimbursement Request to State
MANAGED HEALTH NETWORK	\$ 398	
SHARP REES-STEALY MEDICAL CNTR	\$ 337	
CYNTHIA TITGEN CONSULTING, INC.	\$ 126	
DRUG TESTING NETWORK INC	\$ 122	
<b>TECHNICAL SERVICES</b>		
CITY OF SAN DIEGO	\$ 16,737	Jan-Mar Fire Dispatch
COUNTY OF SAN DIEGO	\$ 2,542	Parking Penalty Remit to County
WEST COAST ARBORISTS	\$ 1,900	Tree pruning service
PARTNERSHIP WITH INDUSTRY	\$ 1,060	Ongoing Beach clean up support
SHARP REES-STEALY MEDICAL CNTR	\$ 683	
COX COMMUNICATIONS	\$ 600	
BAY CITY ELECTRIC WORKS	\$ 456	
DEPARTMENT OF JUSTICE	\$ 196	
UNDERGROUND SERVICE ALERT OF	\$ 39	
LIABILITIES-DEPOSITS BUILDING DEPOSITS/B	\$ 21,114	
PAYROLL EXPENSE	\$ 13,935	
<b>OPERATING SUPPLIES</b>		
CALIFORNIA COMMERCIAL ASPHALT CO	\$ 4,504	Asphalt for new crosswalk at Bayside Elementary School
ROBERTSON'S	\$ 1,724	Sidewalk/Popout for new Bayside Elementary School crossing.
SIGN IT	\$ 1,226	Life Guard Truck Graphics
GRAINGER	\$ 1,223	Misc Public Works Supplies
WAXIE SANITARY SUPPLY	\$ 759	
PADRE JANITORIAL SUPPLIES	\$ 541	
ONE SOURCE DISTRIBUTORS	\$ 290	
BOUND TREE MEDICAL, LLC	\$ 250	
VALLEY INDUSTRIAL SPECIALTIES, INC	\$ 94	
SPARKLETTS	\$ 65	
ARROWHEAD MOUNTAIN SPRING WATER	\$ 62	
OFFICE DEPOT, INE	\$ 36	
TEMPORARY STAFFING	\$ 8,107	(4) Temporary Staff
MAINTENANCE & REPAIR	\$ 7,587	Lifeguards: AEP-California, LLC: Emergency Lighting
VEHICLE OPERATE-FUEL/OIL	\$ 6,467	SK Inc - Fuel
GAS & ELECTRIC (SDG&E)	\$ 5,393	
UTILITIES-TELEPHONE	\$ 3,012	
POSTAGE & FREIGHT	\$ 2,551	
OTHER SERVICES & CHARGES	\$ 2,475	
UTILITIES-WATER	\$ 2,228	
VEHICLE OPERATE-PARTS M&O	\$ 2,011	
LIABILITIES-DEPOSITS DEVELOPER DEPOSITS	\$ 1,485	
PAYMENT OF CLAIMS	\$ 725	
LIABILITIES-DEPOSITS MISCELLANOUS DEPO:	\$ 500	
RENT-UNIFORMS	\$ 489	
TRAVEL, TRAINING, MEETING	\$ 429	
SECURITY & ALARM	\$ 245	
OFFICE SUPPLIES	\$ 218	
UTILITIES-CELL PHONES	\$ 150	
PRINTING SERVICES	\$ 44	
SECTION 125 CAFETERIA	\$ 7	
SALARIES FULL-TIME	\$ 2	
VEHICLE IMPOUND FEE	\$ (1,265)	
Grand Total	\$ 1,235,230	

ATTACHMENT 2

PREPARED 05/09/2014, 17:08:53  
PROGRAM: GM350L  
CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR  
FROM 04/26/2014 TO 05/09/2014

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
05/01/2014	84515	AIREFORCE HEATING & AIR INC.	2580				6,372.00
217-1240-413.20-06	02/14/2014	C&G-1152 9TH STREET		02-14-2014	140757	08/2014	6,372.00
05/01/2014	84516	AT&T	2430				3,012.26
503-1923-419.27-04	04/20/2014	3372571583448		5327594		10/2014	357.92
503-1923-419.27-04	04/20/2014	3393431504727		5325988		10/2014	178.97
503-1923-419.27-04	04/20/2014	3393439371447		5328683		10/2014	178.97
503-1923-419.27-04	04/20/2014	3393442323406		5328991		10/2014	178.97
101-1210-413.27-04	04/17/2014	6194235034		5318126		10/2014	17.17
101-3020-422.27-04	04/17/2014	6194237246664		5317346		10/2014	1.26
101-5020-432.27-04	04/15/2014	6194238311966		5313871		10/2014	5.86
101-3030-423.27-04	04/15/2014	6194238322966		5313872		10/2014	4.17
503-1923-419.27-04	04/15/2014	6194243481712		5291550		10/2014	16.77
101-1230-413.27-04	04/17/2014	6196281356950		5317349		10/2014	9.88
101-1920-419.27-04	04/17/2014	6196282018442		5317355		10/2014	.10
601-5060-436.27-04	04/15/2014	C602221236777		5313863		10/2014	17.93
101-1920-419.27-04	04/15/2014	C602224829777		5314930		10/2014	103.79
101-1110-412.27-04	04/15/2014	C602224831777		5314932		10/2014	166.62
101-1020-411.27-04	04/15/2014	C602224832777		5314933		10/2014	59.48
101-1230-413.27-04	04/15/2014	C602224833777		5314934		10/2014	345.56
101-1130-412.27-04	04/15/2014	C602224834777		5314935		10/2014	45.84
101-1210-413.27-04	04/15/2014	C602224835777		5314936		10/2014	196.85
101-6030-453.27-04	04/15/2014	C602224836777		5314937		10/2014	78.67
101-6010-451.27-04	04/15/2014	C602224837777		5314938		10/2014	86.90
101-3020-422.27-04	04/15/2014	C602224838777		5314939		10/2014	293.52
101-3030-423.27-04	04/15/2014	C602224839777		5314940		10/2014	209.45
101-5020-432.27-04	04/15/2014	C602224840777		5314941		10/2014	300.15
601-5060-436.27-04	04/15/2014	C602224841777		5314942		10/2014	157.46
05/01/2014	84517	BOUND TREE MEDICAL, LLC	485				250.17
101-3030-423.30-02	09/04/2013	CM 83051 PAID TWICE		0414681		03/2014	109.05-
101-6040-454.30-02	04/22/2014	GRIP GLOVES		81406721	140195	10/2014	359.22
05/01/2014	84518	CALI GALSS & WINDOWS	2584				4,170.36
217-1240-413.20-06	04/29/2014	C&G-425 8TH STREET		4082014-6		10/2014	4,170.36
05/01/2014	84519	CALIFORNIA AMERICAN WATER	612				2,244.17
101-6020-452.27-02	04/16/2014	1015-210021067159 MAR 14		05-08-2014		09/2014	41.49
101-5010-431.27-02	04/21/2014	1015-210019178568 MAR 14		05-13-2014		09/2014	6.56
101-5010-431.27-02	04/17/2014	1015-210019334948 MAR 14		05-09-2014		09/2014	12.39
101-5010-431.27-02	04/21/2014	1015-210019335835 MAR 14		05-13-2014		09/2014	6.56
101-5010-431.27-02	04/22/2014	1015-210019531534 MAR 14		05-14-2014		09/2014	6.56
101-5010-431.27-02	04/22/2014	1015-210019531626 MAR 14		05-14-2014		09/2014	18.21
101-5010-431.27-02	04/22/2014	1015-210019535857 MAR 14		05-14-2014		09/2014	41.49
101-6020-452.27-02	04/15/2014	1015-210019749625 MAR 14		05-07-2014		09/2014	6.56
601-5060-436.27-02	04/22/2014	1015-210020125977 MAR 14		05-14-2014		09/2014	2,087.95
303-1250-413.29-04	04/24/2014	1015-210021114451 MAR 14		05-16-2014		09/2014	16.40
05/01/2014	84520	CITY OF SAN DIEGO	896				16,737.00
101-3020-422.21-04	04/04/2014	JAN-MAR 2014 FIRE DISPATC		1000101757		09/2014	16,737.00

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05/01/2014 101-3010-421.21-04	84521 03/31/2014	COUNTY OF SAN DIEGO	1055	MAR 2014 PARKING PENALTY	03/14	09/2014	2,541.50 2,541.50
05/01/2014 101-0000-221.01-02	84522 03/17/2014	COUNTY RECORDER	1818	NOE 559 12TH STREET	MF 1129	09/2014	50.00 50.00
05/01/2014 101-0000-221.01-02	84523 04/07/2014	COUNTY RECORDER	1818	NOE 875 SEACOAST DRIVE	MF 1144	10/2014	50.00 50.00
05/01/2014 101-1130-412.21-04	84524 04/02/2014	DEPARTMENT OF JUSTICE	1154	MAR 2014	026703	140080 10/2014	196.00 196.00
05/01/2014 101-0000-221.01-05 101-0000-221.01-05	84525 04/25/2014 04/25/2014	FOUR GRANGER LLC	4	BOND REFUND 559 12TH ST BOND REFUND 559 12TH ST	TEP 14-11 TEP 13-52	10/2014 10/2014	16,104.00 3,280.00 12,824.00
05/01/2014 101-3020-422.21-01 101-1210-413.21-01 101-3020-422.21-01	84526 04/15/2014 04/22/2014 04/22/2014	GO-STAFF, INC.	2031	W/E 04/13/14 KAM/MEDLEY W/E 04/20/14 FERGUSON,N W/E 04/20/14 KAM/MEDLEY	122753 123058 123057	140164 10/2014 140089 10/2014 140164 10/2014	3,690.31 1,535.96 800.28 1,354.07
05/01/2014 101-5000-532.20-06 402-5000-532.20-06 101-5000-532.20-06 402-5000-532.20-06 101-5000-532.20-06 402-5000-532.20-06	84527 03/31/2014 03/31/2014 02/28/2014 02/28/2014 12/31/2013 12/31/2013	FABRICATION ARTS	900	MAR 2014 IB RAILROAD INTE MAR 2014 IB RAILROAD INTE FEB 2014 IB RAILROAD INTE FEB 2014 IB RAILROAD INTE DEC 2013 IB RAILROAD INTE DEC 2013 IB RAILROAD INTE	22845 22845 22817 22817 22773 22773	140762 09/2014 140762 09/2014 140762 08/2014 140762 08/2014 140762 06/2014 140762 06/2014	2,750.00 719.40 98.10 1,007.60 137.40 693.00 94.50
05/01/2014 101-0000-221.01-02	84528 03/31/2014	KOA CORPORATION	611	MAR 2014 BERNARDO SHORES	JB32088X3	09/2014	1,385.00 1,385.00
05/01/2014 502-1922-419.28-17	84529 04/29/2014	KYMEE MARTINAK	1	RELEASE OF CLAIMS	04-27-2014	10/2014	85.37 85.37
05/01/2014 101-1130-412.20-06	84530 04/16/2014	MANAGED HEALTH NETWORK	2432	MAY 2014	3200057264	140077 10/2014	397.60 397.60
05/01/2014 101-1010-411.30-01 101-1130-412.30-02 101-3070-427.28-11 101-5020-432.30-01 101-3020-422.30-01	84531 04/12/2014 04/16/2014 04/18/2014 04/16/2014 04/09/2014	OFFICE DEPOT, INC	1262	JANNEY,J BUSINESS CARDS CLASSIFICATION FOLDERS GUEVARRA,S BUSINESS CARDS COPY PAPER/FOLDERS/MARKER BATTERIES	704295194001 706594025001 706511113001 70659876001 704528499001	140001 10/2014 140001 10/2014 140001 10/2014 140001 10/2014 140001 10/2014	298.54 44.09 36.07 44.09 57.05 117.24
05/01/2014 101-6040-454.30-02 101-6040-454.30-02	84532 04/08/2014 04/08/2014	ONE SOURCE DISTRIBUTORS	1071	CANDELA BALLAST 100 WATT LAMPS	S4293133.001 S4299736.001	140011 10/2014 140011 10/2014	289.60 222.61 66.99
05/01/2014 501-1921-419.28-16	84533 04/08/2014	PARKHOUSE TIRE INC	1295	STOCK TIRES	3010184759	140071 10/2014	1,747.05 1,747.05

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN	DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT
05/01/2014	84534	PITNEY BOWES	1369					2,519.99
101-1920-419.28-09		04/06/2014	POSTAGE MACHINE REFILL	05-04-2014	140253	10/2014		2,519.99
05/01/2014	84535	PRINCIPAL FINANCIAL GROUP	2414					3,793.36
101-0000-209.01-14		04/10/2014	PAYROLL AP PPE 4/03/14	20140410		10/2014		567.07
101-0000-209.01-16		04/10/2014	PAYROLL AP PPE 4/03/14	20140410		10/2014		577.64
101-0000-209.01-21		04/10/2014	PAYROLL AP PPE 4/03/14	20140410		10/2014		710.03
101-0000-209.01-14		04/24/2014	PAYROLL AP PPE 4/17/14	20140424		10/2014		578.77
101-0000-209.01-16		04/24/2014	PAYROLL AP PPE 4/17/14	20140424		10/2014		589.72
101-0000-209.01-21		04/24/2014	PAYROLL AP PPE 4/17/14	20140424		10/2014		724.54
101-0000-209.01-14		04/29/2014	APR 2014 BASIC LIFE/AD&D	APR 2014		10/2014		22.04
101-3070-427.10-01		04/29/2014	APR 2014 BASIC LIFE/AD&D	APR 2014		10/2014		2.49
101-0000-209.01-21		04/29/2014	APR 2014 BASIC LIFE/AD&D	APR 2014		10/2014		7.37
101-0000-209.01-21		04/29/2014	APR 2014 BASIC LIFE/AD&D	APR 2014		10/2014		6.62
101-0000-209.01-21		04/29/2014	APR 2014 BASIC LIFE/AD&D	APR 2014		10/2014		.52
503-1923-419.11-03		04/29/2014	APR 2014 BASIC LIFE/AD&D	APR 2014		10/2014		6.55
05/01/2014	84536	PROJECT DESIGN CONSULTANT	65					86,782.75
401-1230-413.20-06		04/07/2014	01/24-03/09/2014 PALM AVE	84328	140823	10/2014		39,677.75
401-1230-413.20-06		04/10/2014	03/10-03/30/2014 PALM AVE	84344	140823	10/2014		47,105.00
05/01/2014	84537	SAN DIEGO COUNTY SHERIFF	882					492,158.68
101-3010-421.20-06		03/28/2014	FEB 2014 LAW ENF SVCS	03-28-2014		08/2014		492,580.36
101-0000-338.60-03		03/28/2014	FEB 2014 TWO FEE CREDIT	03-28-2014		08/2014		421.68
05/01/2014	84538	SKS INC.	412					6,467.38
501-1921-419.28-15		04/22/2014	1082.3 GAL REG FUEL	1261606-IN	140046	10/2014		4,225.74
501-1921-419.28-15		04/24/2014	225 G REG/360.5 G DIESEL	1261658-IN	140046	10/2014		2,241.64
05/01/2014	84539	SPARKLETT'S	2341					64.83
101-3020-422.30-02		04/11/2014	MAR/APR 2014	12529930 041114	140102	10/2014		64.83
05/01/2014	84540	THE BERNARDO SHORES PROJECT	2					500.00
101-0000-221.01-03		04/25/2014	REFUND DEPOSIT FOR MVC	CR 5798		10/2014		500.00
05/01/2014	84541	ULINE, INC.	2581					470.10
101-5040-434.29-04		04/10/2014	DAG WAST SYSTEM SIGNS	58032561	140763	10/2014		217.38
101-5040-434.29-04		04/10/2014	DOG WASTE SYSTEM SIGNS	58032562	140763	10/2014		252.72
05/01/2014	84542	VALLEY INDUSTRIAL SPECIALTIES,	767					93.66
101-6040-454.30-02		04/11/2014	FLOW CONTROL SPINDLE	204287	140030	10/2014		93.66
05/01/2014	84543	WAXIE SANITARY SUPPLY	802					631.47
101-6040-454.30-02		04/17/2014	JANITORIAL SUPPLIES	74545217	140013	10/2014		631.47
05/09/2014	84544	AEP-CALIFORNIA, LLC	2562					7,443.90
101-3030-423.28-01		04/16/2014	EMRGNCY LIGHTING/SIREN/RA	INV0009619	140644	10/2014		7,443.90
05/09/2014	84545	AK & COMPANY	1640					2,375.00
101-1920-419.20-06		04/19/2014	12/13 STATE MANDATED COST	I BEACH - 14-2	140574	10/2014		2,375.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/09/2014 101-3030-423.28-04	84546 04/09/2014	ALAYNE ROSENSTEIN REIMBURSE COUNTY/ST EMT	2378 019261		10/2014	54.00 54.00	
05/09/2014 101-3030-423.28-04	84547 04/29/2014	ARAM YASHU MILEAGE REIMBURSEMENT	2577 04-29-2014		10/2014	85.12 85.12	
05/09/2014 101-1010-411.30-02 101-5020-432.30-02	84548 04/23/2014 04/23/2014	ARROWHEAD MOUNTAIN SPRING WATE APR 2014 APR 2014	1340 04D0031149578 04D0026726646	140078 140171	10/2014 10/2014	62.16 41.03 21.13	
05/09/2014 101-1910-419.21-04	84549 04/15/2014	BAY CITY ELECTRIC WORKS APR 2014 GENERATOR MAINT	369 W124737	140108	10/2014	456.25 456.25	
05/09/2014 101-5010-431.30-02 101-5010-431.30-02 101-5010-431.30-02 101-5010-431.30-02 101-5010-431.30-02 101-5010-431.30-02	84550 04/11/2014 04/14/2014 04/14/2014 04/15/2014 04/16/2014	CALIFORNIA COMMERCIAL ASPHALT 14.09 TONS ASPHALT 15 GAL EMULSION 17.91 TONS ASPHALT 16.92 TONS ASPHALT 12.08 TONS ASPHALT	590 138134 138184 138185 138243 138291	140034 140034 140034 140034 140034	10/2014 10/2014 10/2014 10/2014 10/2014	4,503.99 958.68 42.12 1,373.47 1,151.24 978.48	
05/09/2014 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23	84551 05/01/2014 05/01/2014 05/01/2014 05/01/2014 05/01/2014 05/01/2014	CVA SECURITY MAY 14 - 2089 MAY 14 -2466 MAY 14 - 2643 MAY 14 - 2644 MAY 14 - 2698 MAY 14 - 314 MVC MAY 14 -314 PUBLIC WORKS	797 28861 28894 28930 28931 28946 28961 28966	140109 140109 140109 140109 140109 140109 140109	11/2014 11/2014 11/2014 11/2014 11/2014 11/2014 11/2014	245.00 30.00 55.00 30.00 30.00 30.00 30.00 40.00	
05/09/2014 101-1210-413.28-04	84552 05/15/2014	CMRTA WIESMANN,K-CMRTA TRNG MTG	2530 05-15-2014		11/2014	25.00 25.00	
05/09/2014 503-1923-419.21-04 503-1923-419.29-04	84553 04/25/2014 05/01/2014	COX COMMUNICATIONS 04/25-05/24 3110039780701 05/01-05/31 3110015533201	1073 05-15-2014 05-22-2014	140162 140162	10/2014 11/2014	637.62 600.00 37.62	
05/09/2014 101-1130-412.20-06	84554 04/30/2014	CYNTHIA TITGEN CONSULTING, INC 05/22/14 HIC MEETING/MINS	2340 201407	140082	10/2014	126.00 126.00	
05/09/2014 101-1130-412.20-06	84555 04/30/2014	DRUG TESTING NETWORK INC APR 2014 DMV RECERT SCREE	1195 71219	140081	10/2014	121.90 121.90	
05/09/2014 601-5060-436.29-04	84556 04/21/2014	EYE/COMM POSTAGE -2014 SEWER RATE	1891 39073		10/2014	1,664.23 1,664.23	
05/09/2014 101-1230-413.28-09	84557 04/25/2014	FEDERAL EXPRESS CORP. 04/16/14 FIRST AMERICAN T	911 2-634-44766	140113	10/2014	31.13 31.13	
05/09/2014 101-1210-413.21-01	84558 04/29/2014	GO-STAFF, INC. W/E 04/27/14 FERGUSON,N	2031 123376	140089	10/2014	2,200.83 978.12	

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101-3020-422.21-01	04/29/2014	W/E 04/27/14 MEDLEY,A	123375	140164	10/2014	757.88	
05/09/2014	84559	GRAINGER	1051			1,269.84	
501-1921-419.28-16	04/15/2014	TIMER/CASTER WHEEL	9416298314	140008	10/2014	46.91	
101-6040-454.30-02	04/11/2014	PROTECTIVE GLOVES	9413785271	140008	10/2014	804.40	
601-5060-436.30-02	04/22/2014	LOCKS	9421205536	140008	10/2014	249.22	
601-5060-436.30-02	04/22/2014	SEALANT/THREAD 50MI	9421205544	140008	10/2014	28.68	
101-6020-452.30-02	04/03/2014	PAINT/SANITIZER/CLEANER	9406032715	140008	10/2014	48.62	
101-6040-454.30-02	04/25/2014	TEST LEAD KIT	9424935212	140008	10/2014	92.01	
05/09/2014	84560	HARLAN CONSTRUCTION	2074			13,645.00	
217-1240-413.20-06	04/16/2014	C&G-1220 8TH STREET	04-16-2014	140771	10/2014	13,645.00	
05/09/2014	84561	I B FIREFIGHTERS ASSOCIATION	214			420.00	
101-0000-209.01-08	05/08/2014	PAYROLL AP PPE 5/01/14	20140508		11/2014	420.00	
05/09/2014	84562	ICMA RETIREMENT TRUST 457	242			5,926.31	
101-0000-209.01-10	05/08/2014	PAYROLL AP PPE 5/01/14	101785205		11/2014	5,574.39	
101-0000-209.01-10	05/08/2014	PAYROLL AP PPE 5/01/14	20140508		11/2014	351.92	
05/09/2014	84563	MASON'S ALIGNMENT, BRAKES	921			142.76	
501-1921-419.28-01	04/29/2014	#113 REFRIGERANT/OIL	24225	140041	10/2014	142.76	
05/09/2014	84564	OFFICETEAM	1266			2,216.00	
101-1020-411.21-01	04/21/2014	W/E 04/18/14 CARBALLO,S	40218084	140421	10/2014	1,108.00	
101-1020-411.21-01	04/29/2014	W/E 04/25/14 CARBALLO,S	40294475	140421	10/2014	1,108.00	
05/09/2014	84565	PADRE JANITORIAL SUPPLIES	1430			541.46	
101-6040-454.30-02	04/14/2014	JANITORIAL SUPPLIES	355922	140022	10/2014	315.88	
101-1910-419.30-02	04/14/2014	JANITORIAL SUPPLIES	355818	140022	10/2014	225.58	
05/09/2014	84566	PARTNERSHIP WITH INDUSTRY	1302			1,060.05	
101-6040-454.21-04	04/15/2014	P/E 04/15/2014	GS05367	140516	10/2014	318.01	
101-6040-454.21-04	04/15/2014	P/E 04/15/2014	GS05367	140516	10/2014	318.02	
101-6040-454.21-04	04/15/2014	P/E 04/15/2014	GS05367	140516	10/2014	424.02	
05/09/2014	84567	PRUDENTIAL OVERALL SUPPLY	72			488.56	
101-5020-432.25-03	04/09/2014	04/09/14 PW UNIFORMS	30410696	140094	10/2014	117.28	
101-5020-432.25-03	04/16/2014	04/16/14 PW UNIFORMS	30412184	140094	10/2014	127.00	
101-5020-432.25-03	04/23/2014	04/23/14 PW UNIFORMS	30413678	140094	10/2014	117.28	
101-5020-432.25-03	04/30/2014	04/30/14 PW UNIFORMS	30415179	140094	10/2014	127.00	
05/09/2014	84568	RANCHO AUTO & TRUCK PARTS	1685			217.35	
501-1921-419.28-16	04/23/2014	#624 BRAKE WHEEL	7693-192236	140016	10/2014	20.71	
501-1921-419.28-16	05/01/2014	CREDIT A1 CORE RETURN	7693-193049	140016	11/2014	54.00	
501-1921-419.28-16	05/01/2014	BUSS	7693-193055	140016	11/2014	3.76	
501-1921-419.28-16	04/24/2014	OIL FILTERS	7693-192362	140016	10/2014	22.70	
501-1921-419.28-16	04/30/2014	A1 BBB STARTER	7693-192949	140016	10/2014	194.56	
501-1921-419.28-16	04/30/2014	OIL/AIR/BP FILTERS	7693-192998	140016	10/2014	29.62	

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05/09/2014	84569	ROBERT HALF TECHNOLOGY	1826				756.00
503-1923-419.10-02	04/08/2014	W/E 04/04/14 WASHINGTON,E	40139992	140098	10/2014		756.00
05/09/2014	84570	ROBERTSON'S	2454				1,723.88
101-5010-431.30-02	04/08/2014	5.5 CY CONCRETE	329517	140432	10/2014		647.88
101-5010-431.30-02	04/09/2014	10 CY CONCRETE	328673	140432	10/2014		1,076.00
05/09/2014	84571	RUSSELL C ALLEN	4				5,010.00
101-0000-221.01-05	04/28/2014	BOND REFUND 1028 FLORIDA	TEP 14-13		10/2014		5,010.00
05/09/2014	84572	SAFETY-KLEEN SYSTEMS	246				286.99
501-1921-419.29-04	04/15/2014	BRAKE CLEANER	63294013	140044	10/2014		286.99
05/09/2014	84573	SAN DIEGO COUNTY SHERIFF	882				492,031.12
101-3010-421.20-06	04/25/2014	MAR 2014 LAW ENF SERVICES	04-25-2014		09/2014		492,874.48
101-0000-338.60-03	04/25/2014	MAR 2014 TOW FEE CREDIT	04-25-2014		09/2014		843.36-
05/09/2014	84574	SDGE	289				5,392.70
101-5010-431.27-01	05/01/2014	0646 753 1938 03/31-04/29	05-16-2014		10/2014		10.28
101-5010-431.27-01	05/01/2014	1694 230 1484 03/31-04/29	05-16-2014		10/2014		15.25
101-5010-431.27-01	04/29/2014	1912 409 2723 03/27-04/25	05-14-2014		10/2014		10.11
101-6010-451.27-01	05/02/2014	2081 689 7619 04/01-04/30	05-17-2014		10/2014		225.94
101-5010-431.27-01	05/01/2014	2741 969 9359 03/31-04/30	05-16-2014		10/2014		172.33
215-6026-452.27-01	05/01/2014	2819 871 6315 03/31-04/30	05-16-2014		10/2014		2,062.98
101-5010-431.27-01	05/01/2014	3062 843 3719 03/31-04/29	05-16-2014		10/2014		12.48
101-5010-431.27-01	04/29/2014	5280 340 6641 03/27-04/25	05-14-2014		10/2014		73.54
101-5010-431.27-01	04/29/2014	5576 188 0541 03/27-04/25	05-14-2014		10/2014		9.93
601-5060-436.27-01	04/30/2014	8773 823 6424 03/30-04/28	05-15-2014		10/2014		702.91
101-5010-431.27-01	05/01/2014	9476 001 6989 03/31-04/29	05-16-2014		10/2014		401.24
101-6020-452.27-01	05/02/2014	0175 275 3776 04/01-04/30	05-17-2014		10/2014		308.51
101-5010-431.27-01	05/02/2014	0824 329 2041 04/01-04/30	05-17-2014		10/2014		188.16
101-6020-452.27-01	05/02/2014	2081 689 1273 04/01-04/30	05-17-2014		10/2014		223.40
101-6010-451.27-01	05/02/2014	2081 692 3399 04/01-04/30	05-17-2014		10/2014		12.69
101-6020-452.27-01	05/02/2014	2083 847 9032 04/01-04/30	05-17-2014		10/2014		66.95
101-6010-451.27-01	05/02/2014	3206 700 9265 04/01-04/30	05-17-2014		10/2014		153.33
101-5010-431.27-01	05/01/2014	3448 930 9646 03/31-04/29	05-16-2014		10/2014		9.93
101-5010-431.27-01	05/01/2014	5153 272 6717 03/31-04/29	05-16-2014		10/2014		13.41
101-6020-452.27-01	05/02/2014	5456 692 8951 04/01-04/30	05-17-2014		10/2014		26.25
101-6020-452.27-01	05/02/2014	6921 003 2109 04/01-04/30	05-17-2014		10/2014		319.03
101-5010-431.27-01	05/02/2014	7706 795 7872 04/01-04/30	05-17-2014		10/2014		11.94
101-6020-452.27-01	05/02/2014	9327 898 1346 04/01-04/30	05-17-2014		10/2014		256.10
101-6010-451.27-01	05/02/2014	9956 693 6272 04/01-04/30	05-17-2014		10/2014		106.01
05/09/2014	84575	SEIU LOCAL 221	1821				1,489.51
101-0000-209.01-08	05/08/2014	PAYROLL AP PPE 5/01/14	20140508		11/2014		1,489.51
05/09/2014	84576	SHARP REES-STEALY MEDICAL	CNTR 390				1,020.00
101-1130-412.21-04	04/12/2014	MAR 2014	271	140076	10/2014		203.00
101-3030-423.20-06	04/12/2014	MAR 2014	271	140076	10/2014		337.00

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101-6040-454.21-04	04/12/2014	MAR 2014	271	140076	10/2014	480.00	
05/09/2014	84577	SIGN IT	2563			1,225.80	
101-3030-423.30-02	04/18/2014	LG TRUCK GRAPHICS	20985	140825	10/2014	1,225.80	
05/09/2014	84578	SPRINT	2040			149.97	
101-3020-422.27-05	04/29/2014	0/26/14-04/25/14	594768811-077	140184	10/2014	149.97	
05/09/2014	84579	SUGA	2585			265.00	
101-1210-413.28-04	05/06/2014	FORTIN,S	2014	140827	11/2014	265.00	
05/09/2014	84580	THE FENCE DR.	2015			4,300.00	
217-1240-413.20-06	04/09/2014	C&G-1220	8TH STREET	140765	10/2014	2,400.00	
217-1240-413.20-06	03/12/2014	C&G-1152	9TH STREET	140766	09/2014	1,900.00	
05/09/2014	84581	TRAN CONSULTING ENGINEERS	2033			11,650.00	
601-5060-536.20-06	04/23/2014	FY 11/12 MAIN LINE REPAIR	7322	130442	10/2014	1,720.00	
601-5060-536.20-06	04/24/2014	FY12/13 MAIN LINE REPAIRS	7323	140745	10/2014	9,930.00	
05/09/2014	84582	UNDERGROUND SERVICE ALERT	OF			39.00	
601-5060-436.21-04	05/01/2014	APR 2014	731	420140327	10/2014	39.00	
05/09/2014	84583	US BANK	2458			1,558.90	
101-0000-209.01-20	05/08/2014	PAYROLL AP PPE 5/01/14	20140508		11/2014	1,558.90	
05/09/2014	84584	US MOBILE WIRELESS COMMUNICATI	1983			3,852.00	
101-3030-423.20-06	04/18/2014	ANNUAL LG RADIO MAINTENAN	37518	140682	10/2014	3,852.00	
05/09/2014	84585	WAXIE SANITARY SUPPLY	802			127.12	
101-6040-454.30-02	04/22/2014	JANITORIAL SUPPLIES	74557168	140013	10/2014	127.12	
05/09/2014	84586	WEST COAST ARBORISTS	820			1,900.00	
101-6020-452.21-04	04/15/2014	TREE PRUNING SERVICES	96200	140107	10/2014	1,900.00	
05/09/2014	84587	XAVIER CROSBY	1			639.59	
502-1922-419.28-17	05/01/2014	RELEASE OF CLAIMS	05-01-2014		10/2014	639.59	
DATE RANGE TOTAL *						1,235,230.19 *	



AGENDA ITEM NO. 2.3

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: MAY 21, 2014

ORIGINATING DEPT.: PUBLIC SAFETY *AS*

SUBJECT: ADOPTION OF RESOLUTION 2014-7482 RATIFYING THE CITY MANAGER'S SIGNATURE RENEWING AN ENTRY AND STORAGE PERMIT WITH THE YMCA FOR STORAGE OF UP TO SEVEN (7) LIFEGUARD TOWERS, ONE PERSONAL WATERCRAFT WITH TRAILER, AND A LAND/SEA CONTAINER WITH ITS CONTENTS.

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**EXECUTIVE SUMMARY:**

Adopt resolution 2014-7482 ratifying the City Manager's signature on an agreement with the YMCA permitting the entry for access and storage of lifeguard towers and equipment on Camp Surf premises. Several lifeguard towers and other equipment items are stored during the winter months to prolong the life expectancy against more extreme weather and surf conditions. This agreement will extend the longstanding practice of storing these items on the Camp Surf property.

There is no fiscal impact associated with this action.

**BACKGROUND:**

During the beach season, from May through October, the beach is fully staffed by Lifeguards, and all lifeguard towers are strategically placed for the best possible visibility and access to the shoreline for protection of visitors to the beach. During the offseason, up to seven of the towers are closed and stored at Camp Surf. This is to protect and preserve the longevity of the towers by moving them to a secure location, away from the harsher offseason weather and surf patterns.

**ANALYSIS:**

This action is to renew this agreement, thereby authorizing the City to continue to store the Lifeguard towers, a sea/land container use to store Lifeguard equipment, and a personal watercraft with a trailer. Public Safety anticipates returning to City Council soon with a revised agreement altering the terms to align with our fiscal year, and to allow for up to three extensions by agreement between Camp Surf and the City Manager.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**RECOMMENDATION:**

That the City Council adopt Resolution Number 2014-7482, ratifying the City Manager's signature renewing the agreement with the YMCA authorizing offseason storage of up to seven (7) lifeguard towers, one personal watercraft with trailer, and one land/sea container not to exceed 40 feet in length, with its contents.

Attachments:

1. Resolution No. 2014-7482
2. Entry and Storage Permit Agreement with the YMCA

**RESOLUTION NO. 2014-7482**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, RATIFYING THE CITY MANAGER'S SIGNATURE RENEWING AN AGREEMENT WITH THE YMCA PERMITTING ENTRY FOR ACCESS AND STORAGE OF UP TO SEVEN (7) LIFEGUARD TOWERS, ONE (1) PERSONAL WATERCRAFT WITH TRAILER, AND ONE (1) SEA/LAND CONTAINER NOT TO EXCEED 40 FEET IN LENGTH ALONG WITH ITS CONTENTS ON NAVY PROPERTY CURRENTLY LEASED TO CAMP SURF.**

**WHEREAS**, the Lifeguard service utilizes several lifeguard towers during the summer months when the beach is fully staffed; and

**WHEREAS**, these towers are not staffed during the off-season and are susceptible to damage from tides, elements and/or vandalism; and

**WHEREAS**, the lifeguard service needs to securely store these towers and other lifeguard equipment; and

**WHEREAS**, the YMCA operates a camp known as Camp Surf, located just north of the Imperial Beach northern border near the beach, and is willing to permit the Imperial Beach Lifeguard Division to store said items on their premises at no charge to the City of Imperial Beach.

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

1. Ratifies the City Manager's signature on the agreement with the YMCA permitting storage of up to seven (7) Lifeguard towers, one (1) personal watercraft with trailer, and one (1) one sea/land container not to exceed 40 feet in length along with its contents on Navy property currently leased to Camp Surf

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 21st day of May 2014, by the following vote:

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

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

**ATTEST:**

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

## ENTRY AND STORAGE PERMIT

This ENTRY AND STORAGE PERMIT ("Storage Permit") is made and effective as of February 20, 2014, by and between the YMCA of San Diego County, a California corporation ("YMCA"), and the City of Imperial Beach, a municipal corporation ("City").

RECITALS

A. The YMCA is the occupant of that certain improved real property located at 560 Silver Strand Boulevard, Imperial Beach, California, commonly known as YMCA Camp Surf ("Property"). The YMCA occupies the Property pursuant to a Government Lease dated September 17, 1998 between the YMCA, as lessee, and the United States of America, Department of the Navy ("United States Navy"), as lessor ("Government Lease").

B. The City desires to store and periodically access certain items of personal property, as more particularly described below, on the Property.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant, declare and agree as follows:

AGREEMENT

1. Permit to Enter Upon Property. Subject to the terms and conditions hereof, the YMCA hereby grants the City the nonexclusive permission to enter upon the Property to temporarily store and periodically access the below-described items of personal property ("Permitted Activities"). Only the City and its designated representatives and employees shall be permitted to enter the Property to conduct the Permitted Activities. The City's undertaking of the Permitted Activities shall be subject to and strictly governed by the terms of this Storage Permit. All Permitted Activities shall be undertaken at the City's sole cost and expense.

2. License Fee. No license fee is due from the City under this Storage Permit.

3. Term. Unless sooner terminated under the provisions of paragraph 13 herein, this Storage Permit shall remain in effect through and including December 31, 2014.

4. Items Permitted to be Stored. The City may store the following items of personal property on the Property: (i) up to seven (7) standard-sized fiberglass lifeguard towers; (ii) one personal watercraft and vehicular trailer for such watercraft; and (iii) one Sea/Land container not exceeding 40 feet in length, along with its contents. The City may not store on the Property any item not identified in this paragraph.

5. Stored Items to be in Good Repair. Each item stored on the Property shall be functional and in a good state of repair throughout the duration of storage. If the YMCA deems, in its sole and absolute discretion, that any item stored or proposed to be stored is not in good repair or otherwise unreasonably visually impairs the Property, the YMCA may refuse to allow the City to store the item or demand that the City remove, repair, or cover the item, as applicable. The City will

comply with any demand to remove, repair, or cover an item within seven (7) calendar days of receipt of written notice of such demand.

6. Placement and Relocation of Stored Items. The City will place each item to be stored on the Property in such location and in such a manner as directed by the YMCA, in the YMCA's sole and absolute discretion. The City acknowledges that the YMCA may elect not to have all items placed together in a single location on the Property. From time to time the YMCA may deem the relocation of one or more stored items necessary or desirable to facilitate operations, fulfill obligations under the Government Lease, or for other reasons. In such event, the YMCA shall make written demand on the City for relocation, and the City shall relocate all specified items as demanded within seven (7) calendar days of receipt of such demand. Relocation of any stored item shall be at the City's sole cost and expense.

7. City Access to Stored Items. Concurrent with execution of this Storage Permit, the City will provide the YMCA with a written schedule identifying the date(s) and time(s) the City expects to enter the Property to access stored items. Entry shall only occur between 7:00 a.m. and sunset. The written schedule shall also identify by name and position all individuals, and by make, model and year, all vehicles, that the City anticipates will enter the Property under this Storage Permit. The City shall only enter the Property in accordance with the written schedule. Notwithstanding the foregoing, the City may access stored property on dates and at times, and with individuals and vehicles, different than those identified in the written schedule on twenty-four (24) hours advance notice to the YMCA by e-mail **and** telephone call to Zayanne Thompson at e-mail address zgardner@ymca.org and telephone number (619) 423-5850. In addition, in the event of a situation that the City reasonably and in good faith believes is an emergency, City emergency responders may enter the Property immediately without advance notice, provided that the City thereafter provides notice of such entry to the YMCA as promptly as reasonably practicable.

8. Assumption of Risk by City. The City undertakes the Permitted Activities at its own risk. Neither the YMCA nor the United States Navy shall be responsible for loss or theft of, or damage to, any item stored or transported by the City on the Property.

9. Responsibilities of City. In undertaking the Permitted Activities, the City and its representatives and employees shall comply with all applicable laws, ordinances, rules and regulations. The City shall perform all Permitted Activities in a safe and professional manner that does not interfere with the YMCA's activities on the Property, and shall cooperate and coordinate its activities with those of the YMCA. The City acknowledges that the Property is operated by the YMCA primarily as an overnight camp for children, and that the security of the Property and safety and privacy of its guests are of paramount importance. The City agrees that in performing the Permitted Activities it will exercise the elevated level of attention and care required by the nature of the YMCA's use of the Property. The City shall obtain, at its sole cost and expense, all governmental permits and authorizations of whatever nature, if any, required for the Permitted Activities. The City shall not store or bring any hazardous, toxic or contaminated materials or substances onto the Property, and shall not commit any nuisance or waste on the Property. The City shall not create any dangerous or hazardous condition on the Property or allow any such condition created by it to continue. The City shall ensure that no fires are lighted on the Property and that no firearms, intoxicating liquor, or illegal drugs are carried onto the Property by any persons entering the Property pursuant hereto. Persons entering the Property shall remain thereon only as long as

reasonably necessary to accomplish the Permitted Activities, and shall not loiter. The City shall carefully secure all stored items. All persons entering the Property pursuant hereto shall comply with any and all instructions and directions of the authorized agents of the YMCA, including with respect to paths of ingress to and egress from any stored property. The City shall be responsible for any damage it causes to the Property during the term of this Storage Permit. Upon termination of this Storage Permit, the City shall immediately remove from the Property all of the City's personal property and shall restore the Property to the condition that existed prior to the City's entry thereon.

10. No Liability. Neither the YMCA nor the United States Navy shall be liable for any loss, damage or injury of any kind or character to any person, property or the Property arising from any use of the Property or any act or omission by the City under this Storage Permit, or any of the City's agents, employees, contractors, subcontractors, licensees or invitees, or by or from any accident on the Property or any fire or other casualty thereon, or occasioned by the failure of the City to maintain the Property in a safe condition.

11. Indemnification. The City shall indemnify, protect, defend (with legal counsel reasonably acceptable to the YMCA and the United States Navy) and hold the YMCA and its employees, staff, members, managers, officers, directors, affiliates, agents and representatives and their successors and assigns (collectively, "YMCA Indemnities"), and the United States Navy, and its employees, agents and representatives (collectively, "Navy Indemnities") harmless from any and all claims, actions, costs, expenses, damages and liabilities arising out of or related to the activities of the City, its representatives, agents, and independent contractors, or anyone acting pursuant to authorization from the City, in relation to the Permitted Activities or the Property, including, but not limited to, damage caused by the City's introduction of hazardous materials onto the Property, any loss, damage, death or injury to property or any person, and from all costs and expenses, including attorneys' fees and costs, arising therefrom or incurred by the YMCA and/or the United States Navy in connection with the enforcement of this indemnification provision. The City's covenants in this paragraph shall survive the termination of this Storage Permit and shall be binding on the City until an action against any of the YMCA Indemnities and/or Navy Indemnities is absolutely barred by applicable statute(s) of limitations. The City's obligations to defend and indemnify the YMCA Indemnities and Navy Indemnities will be triggered by the mere assertion of a claim against any of the YMCA Indemnities and/or Navy Indemnities, as applicable, without regard to the merit of such claim and whether or not the claim arose from the negligence or other fault of the City.

12. Insurance.

12.1 Form of Policies Required. The City shall, at all times after commencement of the term of this Storage Permit, maintain at its expense, with companies acceptable to the YMCA, commercial general liability insurance on an occurrence form (not claims made or modified occurrence form) with limits of not less than Ten Million Dollars (\$10,000,000) combined single limit bodily injury, death and property damage per occurrence and business automobile coverage with limits of at least Two Million Dollars (\$2,000,000) per occurrence. Such limits may be maintained in any combination of primary or excess general liability policies. The City shall ensure that such policies of insurance shall name the YMCA and the United States Navy as additional insured and shall state that such policy is primary, excess and non-contributing with any other insurance carried by the YMCA or the United States Navy. Such policy shall contain a provision that the naming of an additional insured shall not negate any right the additional insured would have

had as claimant under the policy if not so named, and severability of interest and cross liability clauses.

## 12.2 General Insurance Provisions.

12.2.1 Any policies or certificates of insurance required under the provisions of this paragraph 12 must contain an endorsement or provision that not less than thirty (30) days' prior written notice be given to the YMCA prior to cancellation or reduction of coverage or amount of such policy.

12.2.2 A certificate issued by the insurance carrier of each policy of insurance required to be maintained by the City together with a certified copy of all required endorsements shall be delivered to the YMCA prior to the City being given the right to enter upon the Property for any purpose. Each such certificate of insurance shall contain provisions stating the limits, coverage and other provisions required by this paragraph 12. A renewal certificate for each of the policies required in this paragraph 12 shall be delivered to the YMCA not less than thirty (30) days prior to the expiration date of the term of such policy.

12.2.3 Any policies required by provisions of this paragraph 12 may be made a part of a blanket policy of insurance so long as such blanket policy contains all of the provisions required herein and does not reduce the coverage or impair the rights of the YMCA or the United States Navy, or negate the requirements of this Storage Permit, and includes a "per project, per location" endorsement.

## 13. Termination.

13.1 The YMCA may terminate this Storage Permit at any time, in its sole and absolute discretion, with or without cause, effective thirty (30) days after delivery of written notice of termination by the YMCA to the City. In addition, if the City breaches any of its obligations under this Storage Permit, the YMCA shall have the right to terminate this Storage Permit by written notice to the City, except that no notice shall be required if the YMCA determines that such breach may cause injury to persons or property. The City acknowledges and agrees that its rights under this Storage Permit are subject and subordinate to, and limited by, the terms of the Government Lease, and upon any claim by the United States Navy, or determination by the YMCA, that the Storage Permit or the City's activities thereunder constitute a violation of or are otherwise inconsistent with or unacceptable under the Government Lease, the YMCA may terminate this Storage Permit immediately. If the rights granted the City hereunder are terminated for any reason, the City shall vacate the Property and restore the Property to its former condition within ten (10) calendar days of the date of termination of this Storage Permit. If the City fails to vacate and restore the Property by that time, the YMCA may vacate and restore the Property at the City's expense.

13.2 The City acknowledges and agrees that this Storage Permit constitutes a revocable license which may be terminated by the YMCA at any time, with or without cause. The City further acknowledges and understands that the City has no rights of occupancy or possession of the Property, or any portion thereof, by virtue of this Storage Permit.

14. Notice. Any notice to be given or other document to be delivered by any party to the other under this Storage Permit may be delivered as follows:

To the YMCA:

YMCA Overnight Camps  
Attn: Executive Director  
P.O. Box 2440  
Julian, CA 92036

With a copy to:

YMCA Overnight Camps  
Attn: Camp Surf Director  
560 Silver Strand Blvd.  
Imperial Beach, CA 91932

To the City:

**||City to identify designee||**

Any party may, from time to time, by written notice to the other, designate a different address for service of notice, which shall be substituted for the one above specified. Unless otherwise specifically provided in this Storage Permit, all notices, demands, or other communications shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery to an officer of any party, or (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after timely deposit with Federal Express or other equivalent overnight delivery system, or (iv) if sent by facsimile, upon confirmation if sent before 5:00 p.m. on a business day provided that notice is also sent on the same or next business day by one of the other methods described above.

15. No Assignment. This Storage Permit cannot be transferred or assigned, voluntarily or by operation of law, and any purported transfer or assignment of this Storage Permit shall be null and void.

16. Entire Agreement. This Storage Permit constitutes the complete and entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Storage Permit shall be binding unless in writing and executed by the parties hereto.

17. Governing Law. This Storage Permit shall be construed in accordance with, and governed by, the laws of the State of California. This Storage Permit shall be deemed made and entered into in the County of San Diego.

18. No Waiver. No waiver by the YMCA of a breach by the City of any of the terms, covenants or conditions of this Storage Permit shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein.

19. Severability. If any phrase, clause, sentence, paragraph, section, article or other portion of this Storage Permit shall become or is held to be illegal, null or void or against public policy, the remaining portions of this Storage Permit shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

20. Counterparts. This Storage Permit may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

21. Authority. Each individual executing this Storage Permit directly and expressly warrants that he or she has been given and has received and accepted authority to so sign and execute the Storage Permit on behalf of the party for whom it is indicated he or she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein.

22. Survival. Each of the covenants and obligations herein shall survive termination of this Storage Permit.

IN WITNESS WHEREOF, the parties have executed this Storage Permit as of the date first written above.

YMCA OF SAN DIEGO COUNTY,  
a California corporation

CITY OF IMPERIAL BEACH,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature on file  
By: \_\_\_\_\_  
Name: Andy Hall  
Title: City Manager



AGENDA ITEM NO. 2.4

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: MAY 21, 2014

ORIGINATING DEPT.: PUBLIC SAFETY *PS*

SUBJECT: ADOPTION OF RESOLUTION 2014-7485 RATIFYING THE CITY MANAGER'S SIGNATURE RENEWING THE AGREEMENT WITH THE YMCA AUTHORIZING PLACEMENT OF A LIFEGUARD ON THE SOUTHWEST CORNER OF CAMP SURF.

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**EXECUTIVE SUMMARY:**

Adopt resolution 2014-7482 ratifying the City Manager's signature on an agreement with the YMCA permitting the continued placement of a lifeguard tower on the southwest corner of the Camp Surf property at the end of Carnation Avenue.

There is no fiscal impact associated with this action.

**BACKGROUND:**

During the beach season, from May through October, the beach is fully staffed by Lifeguards, and all lifeguard towers are strategically placed for the best possible visibility and access to the shoreline for protection of visitors to the beach. The City of Imperial Beach, the YMCA and the Navy all agree that placing a tower on the southwest corner of the Camp Surf property, adjacent to the Carnation Avenue street-end, would provide a preferable vantage point for lifeguard coverage at the northern end of the Imperial Beach shoreline. Last year the Navy installed a fence around the location of the tower, with a pedestrian and a utility gate to provide for quick lifeguard responses to beach incidents, and for easy access for movement of larger items in and out of the enclosure. This location has excellent elevation, and is protected from the more harsh elements during the offseason months, allowing the tower to remain in place within this secured location.

**ANALYSIS:**

This action is to renew the agreement to use this location, thereby authorizing the City to continue placement of the Lifeguard tower on the southwest corner of Camp Surf. Public Safety anticipates returning to City Council soon with a revised agreement altering the terms to align with our fiscal year, and to allow for up to three extensions by agreement between Camp Surf and the City Manager.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**RECOMMENDATION:**

That the City Council adopt Resolution Number 2014-7485, ratifying the City Manager's signature renewing the agreement with the YMCA authorizing placement of a Lifeguard tower on the southwest corner of Camp Surf.

Attachments:

1. Resolution No. 2014-7485
2. License to Use Property

**RESOLUTION NO. 2014-7485**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, RATIFYING THE CITY MANAGER'S SIGNATURE RENEWING AN AGREEMENT WITH THE YMCA AUTHORIZING THE PLACEMENT OF A LIFEGUARD TOWER ON THE SOUTHWEST CORNER OF CAMP SURF.**

**WHEREAS**, the Lifeguard service utilizes several lifeguard towers during the summer months when the beach is fully staffed; and

**WHEREAS**, there is a need for Lifeguard tower placement at the northern end of the Imperial Beach shoreline; and

**WHEREAS**, there exists an otherwise unused portion of land at the southwestern corner of the Navy property leased by the YMCA for Camp Surf; and

**WHEREAS**, the City of Imperial Beach, the YMCA Camp Surf, and the Navy all agree that placement of a tower on said area of Camp Surf is a preferred location for observation and safe long-term placement of such a tower and Lifeguard storage containers.

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

1. Ratifies the City Manager's signature on the License to Use Property with the YMCA permitting placement of one (1) Lifeguard tower on the southwest corner of the Navy property currently leased to Camp Surf at the end of Carnation Avenue.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 21st day of May 2014, by the following vote:

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

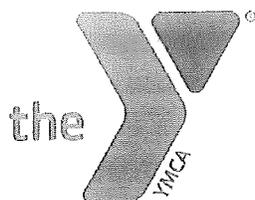
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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

February 20, 2014

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

Re: License to Use Property

Dear Mr. Hall,

This letter constitutes a non-exclusive license from the **YMCA of San Diego County**, on behalf of YMCA Camp Surf, to the **City of Imperial Beach** permitting temporary and limited use that portion of the south west corner of the YMCA Camp Surf, located at 560 Silver Strand Boulevard, Imperial Beach, California, as shown on the attached map. This license is solely for staging, storage, and operation of a lifeguard tower, and for no other purpose. This license shall be in effect from the date this letter is acknowledged and executed by the City through and including December 31, 2014, at which time this license and the City's use of the property shall cease. There shall be no fee or cost for this permitted use. However, this permitted use is subject and subordinate to Government Lease, dated September 17, 1998, by and between the YMCA of San Diego County and the United States of America (Department of the Navy).

This license to use the property is specific to the City and is not transferable or assignable, in whole or in part, to any other person or entity. The City shall leave the property in a clean and orderly condition, and restored it to its original condition should any alterations or changes occur during the time of use. The City shall not bring or allow to be brought any materials or substances onto the property that are considered hazardous in any manner (under any governmental rule or guideline), nor shall the City allow any open fires, consumption of alcohol or smoking on the property.

The **City of Imperial Beach** shall defend, indemnify and hold the **YMCA of San Diego County**, its directors and officers, employees, agents and members, harmless from and against any and all liabilities, damages, claims or costs that may arise, directly or indirectly, in any manner pertaining to this licensed use of the property.

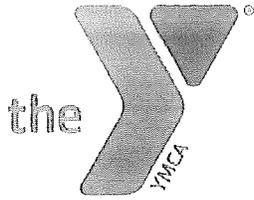
YMCA Camp Surf  
560 Silver Strand Boulevard  
Imperial Beach, CA 91932 [www.camp.ymca.org](http://www.camp.ymca.org)  
Phone 619.423.5850 Fax 619.423.4141

YMCA CAMP MARSTON  
PO Box 2440  
Julian CA 92036  
P 760 765 0642 F 760 765 0183

YMCA RAIN TREE RANCH  
PO Box 2440  
Julian CA 92036  
P 760 765 0642 F 760 765 0183

YMCA CAMP SURF  
560 Silver Strand Blvd.  
Imperial Beach CA 91932  
P 619 423 5850 F 619 423 4141

[www.camp.ymca.org](http://www.camp.ymca.org)



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

On or before the first day of permitted use, the **City of Imperial Beach** shall deliver a certificate of Commercial General Liability Insurance in the amount of at least Ten Million Dollars combined single limit for bodily injury and property damage, naming the **YMCA of San Diego County** and the **United States of America (Department of the Navy)** as additional insured, which insurance shall be primary and noncontributing with any other insurance in effect for the YMCA of San Diego County or the United States of America (Department of the Navy).

The YMCA reserves the right to terminate this license at any time for good cause, without notice and without any further obligation. This letter contains the entire agreement between the YMCA and the City, which supersedes any other communications or understandings.

Please sign this letter where indicated below and return it to us at your earliest convenience.

We look forward to our continued partnership with the City of Imperial Beach, and the improved safety that this additional Lifeguard Tower provides,

Tom Madeyski  
Executive Director/VP  
YMCA of San Diego, Overnight Camping

The **City of Imperial Beach** agrees to the terms and conditions of this license as set forth above.

Dated:

Signature on file  
By: \_\_\_\_\_  
(signature)  
Its: City Manager  
(title)

YMCA CAMP MARSTON  
PO Box 2440  
Julian CA 92036  
P 760 765 0642 F 760 765 0183

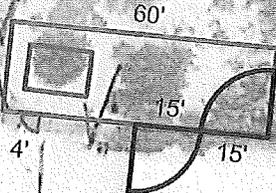
YMCA RAINTREE RANCH  
PO Box 2440  
Julian CA 92036  
P 760 765 0642 F 760 765 0183

YMCA CAMP SURF  
560 Silver Strand Blvd.  
Imperial Beach CA 91932  
P 619 423 5850 F 619 423 4141

[www.camp.ymca.org](http://www.camp.ymca.org)

Proposed Navy  
Camp Surf  
Fence Re-location  
For Proposed  
Lifeguard Tower

60' x 20' - Fence  
2 - 15' Tractor Gates  
1 - 4' Lifeguard Entry Gate



CARNATION

OCEAN

ALLEY



1" = 40'



City of Imperial Beach Lifeguards  
Proposed LG Tower Location  
Camp Surf



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: MAY 21, 2014

ORIGINATING DEPT.: PUBLIC SAFETY *AH*

SUBJECT: ADOPTION OF RESOLUTION NO. 2014-7480 RATIFYING THE CITY MANAGER'S SIGNATURE ON THE MOU BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY AND IMPERIAL BEACH REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING IN THE AMOUNT OF \$1,498.48 FOR TRAINING REIMBURSEMENT.

**EXECUTIVE SUMMARY:**

The City of San Diego provides training courses for the 18 incorporated cities in San Diego County. There are times when the City of Imperial Beach can be reimbursed by the City of San Diego's Grant: Urban Area Security Initiative Grant Program (UASI) for employee costs associated with Imperial Beach lifeguards participating in training courses. The Public Safety Department recommends authorization for the City Manager to accept eligible reimbursement from the City of San Diego UASI grant program.

The Fiscal Impact to the Fiscal Year 2013/2014 Budget will be to increase revenue to account 101-0000-374-8501, Other Cost Reimbursement by \$1,498.48; and increase expense to account 101-3030-423-1003, Overtime by \$1,272.27 and increase expense to account 101-3030-423-1001; Salaries full-time by \$226.21.

**BACKGROUND:**

The City of San Diego has been identified by the United States Department of Homeland Security (DHS) as the "core city" for the Urban Area Security Initiative Grant Program (UASI). As the core city, San Diego will be the grantee and administrator of a homeland security grant to the San Diego urban Area. The Urban Area has been defined as the eighteen incorporated cities in San Diego County, the County, and the related special districts. The FY13 UASI program provides financial assistance to address the unique equipment, training, planning and exercise needs of larger, high-threat urban areas, and to assist them in building an enhanced and sustainable capacity to prevent respond to and recover from threats or acts of terrorism. This program also provides funding to specific mass transit authorities to address security needs at these high risk critical infrastructure facilities and to promote comprehensive regional planning and coordination. All funding must be allocated in support of the goals and objectives identified in the FY13 San Diego Urban Area Homeland Security Strategy.

**ANALYSIS:**

The City of Imperial Beach is eligible to receive a reimbursement of \$1,498.48 for employee costs associated with attending training. Imperial Beach Lifeguards participated in a two day regional training for a Mass Rescue Operations Full-Scale Exercise with the City of San Diego Regional Urban Security Initiative (UASI) Training Division.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The City of San Diego will reimburse the city in the amount of \$1,498.48 for employee costs associated with regional training for the Mass Rescue Operations Full-Scale Exercise. Adopting Resolution 2014-7480 to accept reimbursement from the City of San Diego will amend the Imperial Beach FY13/14 budget to:

- Increase account 101-0000-374-8501, Other Cost Reimbursement by \$1,498.48
- Increase account 101-3030-422-1003, Overtime by \$1,272.27
- Increase account 101-3030-423-1001, Salaries Full-Time by \$226.21

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2014-7480

1. Ratifying the City Manager's signature on the MOU between the City of San Diego Office of Homeland Security and they City of Imperial Beach.
2. Approving Budget Amendment in the amount of \$1498.48 to increase revenue to account 101-0000-374-8501, Other Cost Reimbursement; and increase expense to account 101-3030-422-1003, Overtime by \$1,272.27 and increase expense to account Increase account 101-3030-423-1001, Salaries Full-Time by \$226.21

Attachments:

1. Resolution No. 2014-7480
2. Budget Amendment
3. Memorandum of Understanding Between the City of San Diego Office of Homeland Security and the City of Imperial Beach Regarding FY13 Urban Area Security Initiative (UASI) Grant Funding

**RESOLUTION NO. 2014-7480**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO RATIFY THE MOU BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY AND THE CITY OF IMPERIAL BEACH REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING IN THE AMOUNT OF \$1,498.48**

**WHEREAS**, the City desires to be a participating agency in the Urban Area Security Initiative Grant Program; and

**WHEREAS**, the City of San Diego has been identified as the grantee and administrator of the Urban Area Security Initiative Grant Program for the San Diego Urban Area; and

**WHEREAS**, participating agencies are required to enter into a Memorandum of Understanding with the grantee and administrator of the Urban Area Security Initiative; and

**WHEREAS**, the UASI grant is dedicated to providing cities approved training course; and

**WHEREAS**, Imperial Beach lifeguards have participated in a two day approved UASI training drill eligible for reimbursement.

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

1. Ratify MOU between the City of San Diego Office of Homeland Security and City of Imperial Beach
2. Accepts Public Safety Lifeguards have participated in regional training by UASI and are eligible for reimbursement costs for attending a two day training.

Approve Budget Amendment in the amount of \$1,498.48 to increase revenue to account 101-0000-374-8501, Other Cost Reimbursement; and increase expense to account 101-3030-423-1003, Overtime by \$1,272.27; and increase expense to account 101-3030-423-1001 by \$226.21.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 21<sup>st</sup> day of May 2014, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY  
AND THE CITY OF IMPERIAL BEACH  
REGARDING FY13 URBAN AREA SECURITY INITIATIVE (UASI) GRANT  
FUNDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective 22 Jun,  
(effective date to be complete by City of San Diego City Attorney's Office)  
2014 between THE CITY OF SAN DIEGO OFFICE OF HOMELAND SECURITY and  
THE CITY OF IMPERIAL BEACH (Participating Agency) the following terms and  
conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).
2. The Participating Agency agrees to submit a Reimbursement Request Form by the 10<sup>th</sup> day of each month to request reimbursement for costs incurred in accordance with the UASI grant program guidelines.
3. The Participating Agency agrees to submit at the time of signing of this MOU, and on October 1 of each year thereafter, a verified confirmation of its public safety personnel by category and within the definitions provided in item 3.1 below for each of those categories (**Attachment B**). Public safety personnel shall only be counted in one category and one job classification even if they have multiple disciplines, such as Fire Fighter and Paramedic. The required listing of public safety personnel shall be by job classification from personnel, payroll and/or budgetary records by category in the format below.
  - 3.1 Public safety personnel categories and definitions shall be as follows (civilian personnel shall not be counted):

**Fire Services (FS)** - Personnel at the urban area jurisdiction level who are in personnel classifications which provide services as first responders and meet the Hazmat First Responder Operations level requirements of Title 29 of the Code of Federal Regulations (CFR) Section 1910.120(q) (29CFR section 1910.120(q)) and Title 8 California Code of Regulations (CCR) Section 5192.

**Law Enforcement (LE)** – Personnel, in accordance with the provisions of California Penal Code Sections 830-832.17, who work for agencies at the local and municipal level with responsibility as sworn law enforcement officers.

**Emergency Medical Services (EMS)** – Personnel and contractors who, on a full-time or part-time basis serve as first responders, Emergency Medical Technician (EMT) I, II or Paramedic on ground-based and aero-medical services to provide pre-hospital care, through ambulance service,

## Memorandum of Understanding - Urban Area Security Initiative Grant Funding

rescue squad, or medical engine company. Personnel must meet the requirements set forth in the California Code of Regulations Title 22, Social Security, Division 9. Pre-hospital Emergency Medical Services Chapter 2, 3 or 4.

**HazMat (HZ)** – Personnel, full-time or part-time, who identify, characterize, or provide risk assessment, and mitigate/control the release of a hazardous substance or potentially hazardous substance as Hazardous Materials Specialists or Technicians and members of the Hazardous Incident Response Team.

4. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend \$500,000 or more of federal funds during their respective fiscal year agree to submit an organization-wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.067). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.
5. The Participating Agency agrees that all its expenditures shall be in accordance with the pre-approved expenditure details as submitted to the City and approved by the State of California Office of Homeland Security (CA-OHS) and the U.S. Department of Homeland Security Office of Domestic Preparedness (ODP). Any deviations from the pre-approved list shall be submitted to the City for approval before making such expenditures.
6. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.
7. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of San Diego Office of Homeland Security and the City of Imperial Beach, by and through their authorized representatives.

CITY OF SAN DIEGO  
Signature on file

[Redacted Signature]

(Signature)

By: John Valencia

Title: Program Manager

CITY OF IMPERIAL BEACH

(Jurisdiction)

Signature on file

(Signature)

By: Andy Hall

(Print)

Title: CITY MANAGER

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Understanding this 22 day of Jun, 2014

JAN GOLDSMITH, City Attorney

Signature on file

By:

[Redacted Signature]  
Deputy City Attorney



AGENDA ITEM NO. 2.6

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: MAY 21, 2014

ORIGINATING DEPT.: PUBLIC SAFETY *PC*

SUBJECT: ADOPTION OF RESOLUTION NUMBER 2014-7481 AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT BETWEEN THE SAN DIEGO FIRE-RESCUE DEPARTMENT, SAN DIEGO PROJECT HEARTBEAT AND THE CITY OF IMPERIAL BEACH FOR AUTOMATIC EXTERNAL DEFIBRILLATOR/PUBLIC ACCESS DEFIBRILLATION (AED/PAD) PROGRAM TRAINING, MANAGEMENT, AND INCIDENT MANAGEMENT SERVICES.

**EXECUTIVE SUMMARY:**

The City of Imperial Beach has worked with San Diego Project Heart Beat for program management over the City's AEDs located strategically throughout City Premises. This action is to authorize the City Manager to sign an agreement to continue to receive through October 5, 2014 services to assist managing the AED/PAD program mandated by California state law. The agreement will provide program management for 8 AED Units.

There is no fiscal impact in Fiscal Year 2014 or 2015 because the budget for each year includes the funds for these services.

**BACKGROUND:**

San Diego Project Heartbeat has a longstanding program assisting communities save lives by providing management services over AED programs. Survival rates can be 50% higher if a defibrillator is used within the first five minutes after the onset of sudden cardiac arrest. Project Heartbeat provides: Training, PAD Program Management, and Incident Management.

**ANALYSIS:**

The City of Imperial Beach will have the ability to renew the Current Project Heartbeat agreement through October 5, 2014. This agreement will provide a three Phase program to include:

- Phase 1 "Training" : Train Identified City Staff by CCR Title 22, First Aid Training, Re-certification.
- Phase II "PAD Program Management": Physician Medical Oversight, 24 Hour AED Emergency Contact Service and record keeping services.

- Phase II "Incident Management": On-site downloading of data, replacement of electrode pads, process and file requires reports, Counseling services.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The City of Imperial Beach Public Safety will pay San Diego Project Heartbeat an annual reinstatement fee of \$200; \$75 for the first AED and \$25 for seven additional AED's. Funds to cover these expenses are included in the adopted Fiscal Year 2013/14 and 2014/15 budgets respectively.

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2014-7481 authorizing the City Manager to sign the renewal agreement between San Diego Fire-Rescue Department Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat and City of Imperial Beach and approve the annual reinstatement fee \$200.

Attachments:

1. Resolution No. 2014-7481
2. San Diego Fire-Rescue Department AED/PAD Program Service Level Agreement

**RESOLUTION NO. 2014-7481**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT BETWEEN THE SAN DIEGO FIRE-RESCUE DEPARTMENT, SAN DIEGO PROJECT HEARTBEAT AND THE CITY OF IMPERIAL BEACH FOR AUTOMATIC EXTERNAL DEFIBRILLATOR/PUBLIC ACCESS DEFIBRILLATION (AED/PAD) PROGRAM TRAINING, MANAGEMENT, AND INCIDENT MANAGEMENT SERVICES.**

**WHEREAS**, San Diego Project Heartbeat is a Public Access Defibrillator (PAD) program that aims at making Automated External Defibrillators (AED) accessible throughout the community; and

**WHEREAS**, The San Diego Fire-Rescue Department offers assistance in establishing all of the elements required in a PAD program; and

**WHEREAS**, the City recognizes that the key to surviving sudden cardiac arrest is the speed of response; and

**WHEREAS**, the City currently has 8 AED machines throughout the City facilities accessed by the public.

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

1. Authorizes the City Manager to enter into an Agreement with San Diego Project Heartbeat and The San Diego Fire-Rescue Department for an AED/PAD Program Service Level Agreement for the provision of training, program management and incident management services.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 21<sup>st</sup> day of May 2014, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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

**SAN DIEGO FIRE-RESCUE DEPARTMENT**  
**AED/PAD PROGRAM**  
**SERVICE LEVEL AGREEMENT**

An agreement between San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat and (Name/Title) **City of Imperial Beach**  
 (Address) 865 Imperial Beach Blvd., Imperial Beach, CA. 91932  
 for the period beginning October 6, 2013 through October 5, 2014.  
 This agreement will provide program management for 08 AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff can provide needed certification training and upon signature of this fully executed agreement will provide PAD Program management services as outlined below in "Service Activities."

"**Service Activities**" include instruction of required certification training (only if chosen to provide Phase I Training to the above named client) and complete PAD Program Management services (Phase II and III) as follows:

**PHASE I "Training."** Identified persons to be trained in the use of AED's as required by CCR Title 22, will receive instruction in the following subjects: Basic Life Support to include but not be limited to; Adult and/or Pediatric CPR, Foreign Body Airway Obstruction and the proper use of an AED. First Aid Training may be included at an additional rate. Re-certification training is addressed bi-annually. Refresher training is recommended for CPR/AED skills competency. Refresher training shall be arranged by the Program Liaison and agreed upon by both parties as seen fit for each individual PAD Program. PAD Program Pricing rates as listed for training shall apply to this Service Level Agreement.

**PHASE II "PAD Program Management."** Minimum management service activities include required Physician Medical Oversight, the arrangement of this Service Level Agreement, 24 hour AED Emergency Contact Service with a designated SDFD PAD Program staff member and complete record keeping services to assure quality program management. This service will be provided at a rate of \$125.00 for the first AED (for the first year), \$25.00 for each additional AED, up to ten units. **Annual reinstatement: \$75.00 for the first AED, \$25.00 for each additional AED, up to ten units.** After ten AEDs, the price for management is \$10.00 per each additional AED unit.

**PHASE III "Incident Management."** The services described below are effective at the time of notification of an AED deployment. These services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All other hours to include weekends and all county recognized holidays are payable at a rate of \$55.00 per hour. A separate charge for the replacement of electrode pads at \$50.00 each shall be expected in the case of a deployment incident. Should a deployment incident occur a SDFD PAD Program representative will be notified and will arrive at the scene within a four hour time frame from formal point of notification. Once at the scene they will perform the following services; on-site downloading of data from the AED, replacement of electrode pads, process and file required reports at the time of an incident for quality assurance and management purposes. Critical Incident Stress Debriefing (CISD) can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. Certified SDFD PAD Program Associates are available for this service. \* In the event that a company owns an AED other than a Cardiac Science AED, please see the note at end of agreement.

Revised 12/12

Copyright 2003 SDFD / San Diego Project Heart Beat

### SDFD PAD Program Training and Management Responsibilities

- Provide Physician Medical Oversight as is required in CA State Health & Safety Code 1797.196.
- Provide quality PAD Program Staff to include a CA. State licensed Physician/Surgeon, a PAD Program Manager/Coordinator and other qualified personnel to offer 24-hour AED emergency contact service.
- Provide qualified instructors to administer training and instruction as required through CA State Health & Safety Code 1797.196.
- Instructors will have completed all required training and possess the necessary credentials to be eligible to serve as a primary instructor in all of the above listed instruction.
- Instructors will use course curricula and materials approved by the American Heart Association (AHA) for CPR/AED training.
- SDFD will provide a mutually agreed upon suitable instructional classroom with the necessary training equipment, basic audio/visual equipment and supplies if needed.
- Provide record keeping services for program management, AED maintenance, service level agreements, certifications, incident correspondence, data collection and re-certification notification.
- SDFD Finance Department will invoice **City of Imperial Beach** within 30 days from the date of services rendered or agreed upon.

### Private/Public Sector Responsibilities

- **City of Imperial Beach** will reimburse SDFD for all Service Activities rendered as outlined within this Service Level Agreement forty-five days from the date of invoice for the services provided. All payment remittance will be sent to:  
City of San Diego Fire/EMS  
PO Box 129030  
San Diego, CA. 92112-9030
- **City of Imperial Beach** will arrange the necessary re-certification training and notify the appropriate SDFD PAD Program staff within a timely basis so not to allow a lapse in certification.
- **City of Imperial Beach** will select a PAD Program Liaison to manage and be the contact person for its PAD Program site. Responsibilities of this position will include oversight of documented maintenance checks, scheduling recertification and refresher training and all necessary correspondence between the site and SDFD PAD Program Personnel.

- **City of Imperial Beach** will follow all requirements as outlined for a PAD Program as written within CA State Health & Safety Code 1797.196.
- The use of any City of San Diego classroom or facility designated for PAD Program CPR/AED training (if arranged through SDFD) shall be used solely for that purpose during the training period. Any unauthorized use during that period shall constitute a substantial default and subject this agreement to termination.

### Schedules and Time Lines

- All training or other related schedules and time lines related to this Service Level Agreement are to be established between SDFD PAD Program Personnel and **City of Imperial Beach**.

### Dispute Resolution Process

- Initial disputes if they should arise will be discussed and a resolution sought between **City of Imperial Beach** and the SDFD PAD Program Manager/Coordinator.
- If resolution is not achieved, second- and third-level supervisors from SDFD and **City of Imperial Beach** or their designee will seek resolution.

Upon signing this service agreement, **City of Imperial Beach** will be invoiced only for “services agreed upon and rendered” for program management as set forth by this service level agreement.

All invoices generated from services rendered are due within 45 days of receipt of invoice.

### Termination

**City of Imperial Beach** may terminate this agreement at any time and for any reason by giving written notice to SDFD of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

SDFD may terminate this agreement at any time and for any reason by giving written notice to said program participant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

### Indemnification

**City of Imperial Beach** shall defend, indemnify and hold SDFD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Operator its officers, agents, or employees.

SDFD shall defend, indemnify and hold **City of Imperial Beach**, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys’ fees or claims for

injury or damages are caused by or result from the negligent or intentional acts or omissions of, its officers, agents, or employees.

**Modification of this Service Level Agreement**

This Service Level Agreement may only be modified with the prior written approval of both parties.

**PAD Program Site Liaison / Contact Number**  
**City of Imperial Beach**

\_\_\_\_\_  
Javier Mainar, Fire Chief / Date  
City of San Diego Fire-Rescue Dept.

\_\_\_\_\_  
**Authorized Entity Signature / Date**  
**City of Imperial Beach**

\* For program participants who utilize AEDs other than the Cardiac Science manufactured AED units, it is recommended that the facility owning these units has a back stock of supplies, (defibrillator pads, spare battery, etc...), and needed equipment (i.e. downloading software) per the manufacturers' recommendation. SDFD is not responsible for replacement/maintenance equipment.

\*\* Incident Management will be invoiced for a minimum of two hours of service between the hours of 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized Holidays within San Diego County limits. An hourly cost for Incident Management will be incurred for entities requesting staff response outside of the San Diego County limits at all times.



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: MAY 21, 2014  
ORIGINATING DEPT.: CITY ADMINISTRATION  
SUBJECT: INTRODUCTION AND FIRST READING, BY TITLE ONLY, OF AN ORDINANCE AMENDING THE IMPERIAL BEACH MUNICIPAL CODE ADDING CHAPTER 2.32 CREATING THE IMPERIAL BEACH PARKS AND RECREATION COMMITTEE

**EXECUTIVE SUMMARY:**

On April 16, 2014, the City Council discussed the potential creation of the Imperial Beach Parks and Recreation Committee. The City Council directed staff to prepare the necessary Ordinance and place an action item on the agenda of the City Council for consideration and potential adoption. Staff has prepared an Ordinance intended to be consistent with the direction provided by the City Council on April 16, 2014, that would create the Imperial Beach Parks and Recreation Committee.

**BACKGROUND:**

The initial Parks and Recreation Commission was created on May 3, 1960 (Ordinance 149). The Commission consisted of five (5) members with three (3) members recommended to the Mayor by the City Council, one (1) member recommended by the Sweetwater Union High School District and one (1) member recommended by the South Bay Union School District. There were also three (3) ex-officio members to include the Superintendent of the Sweetwater Union High School District, the Superintendent of the South Bay Union School District and a representative of the Planning Commission and/or the City Manager. In March of 1977, the City Council adopted Ordinance Number 400 that modified the selection process to a five (5) member Commission with all members recommended to the Mayor by the City Council. The remainder of the provisions of the Commission remained intact until the Commission was officially disbanded through an amendment of the Municipal Code in December of 2008.

The purview of the original Parks and Recreation Commission included:

1. Act in an advisory capacity to the City Council, the Superintendent of Recreation and Parks in all matters pertaining to public recreation and to cooperate with other governmental agencies and civic groups in the advancement of recreational planning and programming.
2. Recommend the adoption of standards on organization, personnel, areas and facilities, program and financial support.
3. Make periodic inventories of recreational services that exist or may be needed and

interpret the needs of the public to the City Council.

4. Assist the Superintendent of Recreation and Parks in the preparation of the annual budget and long-range recreational capital improvement program.

The current Imperial Beach governmental structure has evolved to a point where simply reinstating the Imperial Beach Parks and Recreation Commission is not possible or appropriate. For instance, there is no longer a position of Superintendent of Recreation and Parks. Furthermore, current hiring practices, and numerous Human Resource legal aspects, would make involving members of the Parks and Recreation Committee in personnel related matters problematic. Finally, for definition purposes, the formation of a Committee, rather than a Commission, is appropriate because the new Committee will make suggestions and recommendations to the City Council and will not have any final decision making authority that is typical in the formation of a more formal Commission. However, the previous Ordinance does provide a good framework from which to work in the formation of the new Committee.

### **ANALYSIS:**

Following a review of the historical establishment and purview of the previously appointed Parks and Recreation Commission, staff has created an Ordinance for consideration by the City Council that is intended to reflect the direction provided in the April 16, 2014, City Council meeting, input from appropriate members of staff, and the applicable and appropriate sections of the previous provisions. The Ordinance addresses three primary elements; Committee selection and membership, duties and responsibilities, and staff support.

#### *Committee Selection and Membership*

The Ordinance contemplates the appointment of five members by the Mayor with the advice and consent of the City Council. This is consistent both with the direction provided by the City Council and the provisions of the most previous enabling Ordinance (Number 400 in 1977). While the Ordinance does not specify any particular selection criteria, there are suggestions to consider a variety of members including youth and senior members.

#### *Duties and Responsibilities*

The Ordinance includes a conglomeration of past duties and those applicable to the current operation of municipal recreational programs. The Ordinance clearly delineates that the Committee will act in an advisory capacity. The duties and responsibilities are aimed at supporting the stated objective of the City Council to expand and enhance the recreational opportunities for the residents of Imperial Beach.

#### *Staff Support*

It is anticipated that staff support for the Committee will be minimal and limited to administrative support for scheduled meetings, the preparation of reports and information as directed by the City Council or City Manager, and other nominal staff time as needed to allow the Committee to function properly.

### **ENVIRONMENTAL DETERMINATION:**

The formation of the Committee is not subject to the provisions of the California Environmental

Quality Act.

**FISCAL IMPACT:**

The cost of the Committee will be negligible considering most of the recommended expenditures would be included in the Capital Improvements Plan or maintenance budgets of the City. Furthermore, it is anticipated that only limited staff support will be necessary for the Committee to function.

**RECOMMENDATION:**

Staff is recommending that the City Council:

1. Receive the report
2. Consider public input
3. Introduce and conduct the first reading of Ordinance 2014-1145, by title only, and waive further reading
4. Schedule the second reading, by title only, and adoption of Ordinance 2014-1145 on June 4, 2014

The Ordinance will become effective thirty (30) days following adoption of the Ordinance.

Attachments:

1. Ordinance No. 2014-1145

**ORDINANCE NO. 2014-1145**

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING THE IMPERIAL BEACH MUNICIPAL CODE BY ADDING CHAPTER 2.32, TO CREATE THE IMPERIAL BEACH PARKS AND RECREATION COMMITTEE AND ESTABLISH COMMITTEE DUTIES AND RESPONSIBILITIES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has a stated objective of expanding and enhancing the recreational opportunities for all residents of Imperial Beach; and

**WHEREAS**, the City Council directed staff to prepare an Ordinance that would create a Parks and Recreation Committee to provide suggestions and recommendations in the operation of the Imperial Beach Recreation programs; and

**WHEREAS**, the City Council has identified the duties and responsibilities that will dictate the actions of the Parks and Recreation Committee and desire to adopt an Ordinance that establish the membership and purview of the Committee; and

**WHEREAS**, it is in the best interests of the residents of the City to create a Parks and Recreation Committee to explore recreational opportunities and provide suggestions and recommendations to the City Council.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Imperial Beach that the Parks and Recreation Committee is hereby created in accordance with the provisions of this Ordinance and all previous Ordinances, Resolutions, regulations, and laws pertaining to the Imperial Beach Parks and Recreation Commission and the Imperial Beach Parks and Recreation Committee are repealed and replaced by the following provisions:

**SECTION 1 Chapter 2.32 Parks and Recreation Committee is hereby added to the Imperial Beach Municipal Code to read as follows:**

**“Chapter 2.32 Parks and Recreation Committee.**

**2.32.010. Creation.**

There is created in the city a Parks and Recreation Committee.

**2.32.020 Composition- Quorum**

- A. The Parks and Recreation Committee shall consist of five (5) members appointed in accordance with Chapter 2.18 of the Imperial Beach Municipal Code. Although there is no specific selection criteria the Mayor will consider the following in the identification of potential members for consideration:

A cross section of the community should be represented including youth and senior populations, active and passive recreation enthusiasts, and individuals familiar with recreation programming and community resources.

- B. Members of the Parks and Recreation Committee are anticipated to further the goals and objectives of the City Council. When it is determined that a member of the Committee acts contrary to the goals and objectives of the City Council, or in a manner unbecoming of a representative of the City, the member should be replaced in accordance with Imperial Beach Municipal Code section 2.18.030.
- C. Vacancies on the Committee shall be filled in accordance with Chapter 2.18 of the Imperial Beach Municipal Code.
- D. The members of the Committee are subject to the provisions of the Brown Act and shall elect a chair and vice chair from the membership of the Committee, by majority vote. In general, parliamentary process will be a guideline for committee deliberations and meeting decorum.
- E. Each Committee member shall have one (1) vote. Three (3) members will constitute a quorum.

#### **2.32.030 Terms of Office.**

Appointments to the Parks and Recreation Committee shall be for four years. The terms of office shall be staggered as follows:

- A. Two terms of office shall expire on December 31, 2015, and each December four years thereafter;
- B. Three terms of office shall expire on December 31, 2016, and each December four years thereafter.

#### **2.32.040 Duties and Responsibilities**

The Parks and Recreation Committee shall meet on a quarterly basis and will act in a purely advisory capacity to the City Council. The stated and primary function of the Committee is to expand and enhance the recreational opportunities for the residents of Imperial Beach. In order to accomplish the identified task, the Chair of the Committee will provide, on a quarterly basis, suggestions and recommendations to the City Council in relation to the following:

1. A review of the sports and recreational programs in Imperial Beach in an effort to encourage increased participation levels, high quality volunteers, relevant and effective programming, efficient use of municipal resources and other issues related to the sports and recreational programs.
2. A review the condition and maintenance of municipal sports and recreational facilities and recommendations for capital improvements, new or additional facilities, and proper maintenance of existing facilities.
3. The efforts to seek funding through federal, state and local grants, sports and recreation foundations, community contributions, charitable donations, and endowment funding opportunities.
4. Opportunities to expand the parks and recreation opportunities in Imperial Beach and surrounding areas. The efforts to seek partnerships and collaboration with organizations that provide amenities that Imperial Beach cannot efficiently or realistically provide to its residents.
5. The efforts to take a holistic approach to parks and recreation that encourage activities for all ages and income levels, physical abilities, and interests.
6. Strategies to expand beyond typical sports activities to include non-traditional sports, non-sporting activities and all forms of recreation and relaxation.

- 7. The efforts to seek and provide a positive alternative for the use of spare time. Efforts to recognize that an effective parks and recreation program is a necessity for a healthy community, not simply a luxury.

**2.32.050 Staff Support**

It is anticipated that staff support for the Committee will be minimal and limited to administrative support for scheduled meetings, the preparation of reports and information as directed by the City Council or City Manager, and other nominal staff time as needed to allow the Committee to function properly. It is further anticipated that expenditures for the Committee will be negligible considering most of the recommended expenditures will likely be included in the Capital Improvements Plan or maintenance budgets of the City of Imperial Beach.

**INTRODUCED AND FIRST READ** at a regular meeting of the City Council of the City of Imperial Beach, California, held the 21<sup>st</sup> day of May 2014; and thereafter **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2014, by the following roll call vote:

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**JENNIFER LYON**  
**CITY ATTORNEY**



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: MAY 21, 2014  
ORIGINATING DEPT.: PUBLIC WORKS *AH*  
SUBJECT: RESOLUTION NO. 2014-7484 APPROVING THE SEWER FLOW METER AND UNIT GENERATION RATE EVALUATION STUDY AND ADOPTING THE SEWER CAPACITY FEE CUSTOMER CLASS EDU GUIDELINES

**EXECUTIVE SUMMARY:**

Resolution No. 2014-7484 accepts and approves the Sewer Flow Meter and Unit Generation Rate Evaluation Study and establishes a sewer customer class equivalency to one Equivalent Dwelling Unit (EDU). On April 17, 2013, City Council adopted Resolution No. 2013-7324 which set the sewer capacity fee at \$2,667 per EDU. An EDU is the volume of waste water discharge from a single family dwelling unit. Resolution No. 2014-7484 will set the City of Imperial Beach EDU at 240 gallons based on a professional services study conducted by the Consultant City Engineer, Atkins North America, Inc., using a methodology consistent with generally accepted capacity fee practices. In addition this study establishes a customer class equivalency to one (1) EDU.

**BACKGROUND:**

In 2013, staff reported to City Council the results of a Sewer Capacity Fee Study performed by Atkins North America, Inc., a global consulting firm. In Resolution 2013-7324, a revised capacity fee was set at \$2,667 per EDU. Subsequent to the adoption of the study and the setting of the revised capacity fee, staff asked the consultant for a basis to compare an EDU across customer classes (i.e. small commercial, restaurant, Laundromat, etc.). To do this comparison, it was necessary to determine what water volume comprised an EDU. Thus staff engaged City Engineer, Atkins North America, Inc., to perform this additional work at a cost of \$5,000. Attachment 2 is a copy of this completed study.

**ANALYSIS:**

As described in the Study, Attachment 2, one EDU was determined to be 240 gallons per day. A typical single family dwelling unit includes approximately 20 drainage fixture units (DFUs), which is equivalent to one (1) EDU. The EDU generation rate by customer class was determined to be as shown in the table below:

Customer Type	EDU guideline
Single Family Residential (SFR)	1.0 EDU per unit
Single Family Residential (SFR) Apartment Addition	0.75 EDU per unit
Multi-Family Residential (MFR)	0.75 EDU per unit
Mobile Homes	0.50 EDU per unit
Small Commercial, Light Industrial, Public Buildings	1.0 EDU per 20 DFUs
Heavy Commercial, Heavy Industrial	1.0 EDU per 20 DFUs
Restaurants	3.0 EDU up to 6 seats, plus 0.1 EDU for each additional seat
Bakeries, Groceries	1.0 EDU per 20 DFUs
Car Wash (self-serve)	2.0 EDU per car stall
Car Wash (automatic with water recycling)	6.0 EDU
Laundromats	1.0 EDU per washing machine

Note: When converting DFUs to EDUs, the total DFUs per customer is divided by 20. If the resulting number of EDUs is not a whole number, it is rounded up (i.e. 28 DFUs divided by 20 DFUs per EDU = 1.4 EDUs, rounded up to 2.0 EDUs).

Using this table as a method to determine the capacity fee for each customer class provides an objective and consistent methodology across all customer classes when new or expanded use discharges are introduced into the sewer infrastructure. For instance, for a new Laundromat constructed in the City with 30 washing machines installed, the capacity fee would be 30 EDUs times \$2,667 per EDU for a capacity fee of \$80,010.

This methodology is not new to the City of Imperial Beach. What this study does is formally establish an objective basis for the fee for various customer classes within the City. The adoption of this resolution will affirm an objective basis for capacity charge across customer classes.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The approval of the Sewer Flow Meter and Unit Generation Rate Evaluation Study dated May 1, 2014 and adoption of the EDU customer class equivalency will not materially impact the revenue generated to neither the City nor the cost per customer, since this has been a common practice within the City for many years. The approval of the Study and adoption of Resolution 2014-7484 will ensure the objectivity and rational application of the EDU equivalency across all customer classes.

**RECOMMENDATION:**

1. Receive this report.
2. Open the Public Hearing.
3. Receive public comment/protests.
4. Close the public hearing.
5. Adopt the attached resolution.

Attachments:

1. Resolution No. 2014-7484
2. Sewer Flow Meter and Unit Generation Rate Evaluation Study dated May 1, 2014.

## RESOLUTION NO. 2014-7484

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE SEWER FLOW METER AND UNIT GENERATION RATE EVALUATION STUDY AND ADOPTING THE SEWER CAPACITY FEE CUSTOMER CLASS EDU GUIDELINES**

**WHEREAS**, in 2013, staff reported to City Council the results of a Sewer Capacity Fee Study [2013 STUDY] performed by Atkins North America, Inc., a global consulting firm; and

**WHEREAS**, in Resolution 2013-7324, a revised capacity fee was set at \$2,667 per EDU; and

**WHEREAS**, subsequent to the adoption of the 2013 STUDY and the setting of the revised capacity fee, staff asked the consultant for a basis to compare an EDU across customer classes (i.e. small commercial, restaurant, Laundromat, etc.); and

**WHEREAS**, to do this comparison, it was necessary to determine what water volume comprised an EDU and the comparative water volumes across customer classes; and

**WHEREAS**, staff engaged City Engineer, Atkins North America, Inc., to perform Sewer Flow Meter and Unit Generation Rate Evaluation Study [2014 STUDY]; and

**WHEREAS**, the 2014 STUDY determined one EDU to be 240 gallons per day; and

**WHEREAS**, a typical single family dwelling unit includes approximately 20 drainage fixture units (DFUs), which is equivalent to one (1) EDU; and

**WHEREAS**, the EDU generation rate by customer class was determined to be as shown in the table below:

Customer Type	EDU guideline
Single Family Residential (SFR)	1.0 EDU per unit
Single Family Residential (SFR) Apartment Addition	0.75 EDU per unit
Multi-Family Residential (MFR)	0.75 EDU per unit
Mobile Homes	0.50 EDU per unit
Small Commercial, Light Industrial, Public Buildings	1.0 EDU per 20 DFUs
Heavy Commercial, Heavy Industrial	1.0 EDU per 20 DFUs
Restaurants	3.0 EDU up to 6 seats, plus 0.1 EDU for each additional seat
Bakeries, Groceries	1.0 EDU per 20 DFUs
Car Wash (self-serve)	2.0 EDU per car stall
Car Wash (automatic with water recycling)	6.0 EDU
Laundromats	1.0 EDU per washing machine

Note: When converting DFUs to EDUs, the total DFUs per customer is divided by 20. If the resulting number of EDUs is not a whole number, it is rounded up (i.e. 28 DFUs divided by 20 DFUs per EDU = 1.4 EDUs, rounded up to 2.0 EDUs); and

**WHEREAS**, using the table above as a method to determine the capacity fee for each customer class provides an objective and consistent methodology across all customer classes when new or expanded use discharges are introduced into the sewer infrastructure; and

**WHEREAS**, the approval of the above table will affirm an objective basis for capacity charge across customer classes.

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

1. The above recitals are true and correct and incorporated herein as though set forth in full.
2. The 2104 STUDY is accepted and approved for use within the City for purposes of establishing customer capacity fees.
3. One EDU is equivalent to 240 gallons of wastewater per day.
4. The customer class equivalency to 1 EDU is as provided in the table above.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 21st day of May 2014, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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





Mr. Russell Mercer  
 May 1, 2014  
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### Unit Generation Rates and Sewer Flow Estimates

Atkins reviewed water billing records for FY 2011-2012 and 2012-2013, including account numbers, premise IDs, service addresses, and meter class codes (corresponding to land use). Water meters were geolocated using their associated service address to determine which meters drained to either a flow meter basin or an unmetered house count basin.

Water and sewer unit generation rates were therefore estimated for residential dwelling units and commercial, industrial, and institutional acreages. Multi-family residential unit generation rates were initially assumed to be 75 percent of SFR generation rates. Unit generation factors were initially determined by analyzing current water use by land use and assuming a 90 percent return-to-sewer rate (RTS). By iteratively adjusting the sewer unit generation rate and comparing calculated basin total flows against metered flow data, a unit generation rate was developed for each basin and land use. Atkins noted that the City's sewer system receives significant amounts of infiltration and inflow, which resulted in sewer unit generation rates that in some cases were higher than unit water use. Table 2 presents a summary of estimated sewer generation rates by land use.

**Table 2. Unit Sewer Generation Rate Calibration**

Basin/Customer Class	Units	Unit Generation Rate	Estimated Wastewater Generation
<b>Meter IB1</b>			
Single-Family Residential	2,441 DU	240 gpd/DU	585,840 gpd
Multi-Family Residential	1,373 DU	180 gpd/DU	247,140 gpd
Mobile Home	234 DU	60 gpd/DU	14,040 gpd
Small Commercial	8.4 Ac	1500 gpd/ac	8,426 gpd
Mixed Use Light	0.7 Ac	1000 gpd/ac	692 gpd
Rest/bakeries/Mort/Groc	1.1 Ac	6000 gpd/ac	5,548 gpd
Car Wash/Laundries	0.2 Ac	8000 gpd/ac	1,445 gpd
Heavy Commercial	0.2 Ac	500 gpd/ac	119 gpd
Public Agency/Institutional	1.6 Ac	100 gpd/ac	156 gpd
<b>Total</b>			<b>0.871 mgd</b>
		<b>2013 Flow =</b>	<b>0.905 mgd</b>
		<b>Calibration =</b>	<b>-3.8 %</b>
<b>Meter IB2</b>			
Single-Family Residential	375 DU	175 gpd/DU	65,625 gpd
Multi-Family Residential	734 DU	131 gpd/DU	96,338 gpd
Small Commercial	1.4 Ac	1000 gpd/ac	1,433 gpd
Rest/bakeries/Mort/Groc	0.3 Ac	8000 gpd/ac	2,385 gpd
Heavy Commercial	0.5 Ac	3500 gpd/ac	1,575 gpd
<b>Subtotal</b>			<b>0.167 mgd</b>
<b>Other Metered Flows</b>	(City of San Diego = 25 EDUs)		<b>0.007 mgd</b>
<b>Total</b>			<b>0.174 mgd</b>
		<b>2013 Flow =</b>	<b>0.177 mgd</b>
		<b>Calibration =</b>	<b>-1.7 %</b>

Basin/Customer Class	Units	Unit Generation Rate	Estimated Wastewater Generation
<b>Meter IB3</b>			
Single-Family Residential	2,102 DU	280 gpd/DU	588,560 gpd
Multi-Family Residential	1,937 DU	210 gpd/DU	406,770 gpd
Small Commercial	11.9 Ac	1500 gpd/ac	17,829 gpd
Mixed Use Light	5.7 Ac	500 gpd/ac	2,859 gpd
Rest/bakeries/Mort/Groc	5.6 Ac	5000 gpd/ac	27,829 gpd
Car Wash/Laundries	2.0 Ac	5000 gpd/ac	9,868 gpd
Heavy Commercial	1.2 Ac	10000 gpd/ac	12,404 gpd
Public Agency/Institutional	9.5 Ac	250 gpd/ac	2,387 gpd
Mixed Use Heavy	0.5 Ac	2000 gpd/ac	918 gpd
<b>Subtotal</b>			<b>1,069 mgd</b>
<b>Other Metered Flows</b>	(City of San Diego = 29.5 EDUs)		<b>0.008 mgd</b>
<b>Total</b>			<b>1.077 mgd</b>
		<b>2013 Flow =</b>	<b>1.035 mgd</b>
		<b>Calibration =</b>	<b>4.1 %</b>

During conversations with City staff, it was determined that the Meter IB1 basin is most representative of the City's sewer service area. The unit generation rates determined during the flow meter calibration process for Meter IB1 are generally in line with the average unit generation rate from all three meter basins and form the basis for the recommended unit generation rates presented in Table 3.

**Table 3. Recommended Imperial Beach Sewer Generation Rates by Land Use**

Land Use	Recommended Unit Generation
Single-Family Residential	240 gpd/DU
Multi-Family Residential	180 gpd/DU
Mobile Home	120 gpd/DU
Small Commercial	1,500 gpd/ac
Mixed Use Light	1,000 gpd/ac
Rest/bakeries/Mort/Groc	6,500 gpd/ac
Car Wash/Laundries	8,000 gpd/ac
Heavy Commercial	5,000 gpd/ac
Public Agency/Institutional	250 gpd/ac
Mixed Use Heavy	1,000 gpd/ac

By applying the recommended unit generation rates uniformly to all three meter basins, the calculated sewer flows are within 3 percent of the total metered flows from the City. The precision on the flow metering devices is typically plus or minus ten percent, and as such the calibration performed in this study is within the acceptable calibration window.

**Table 4. Calculated Imperial Beach Sewer Generation Calibration**

Service Area	Calculated Flow	Metered Flow	Calibration %
Imperial Beach	2.065 mgd	2.117 mgd	-2.4%

Based on these unit generation rates, Atkins recommends the City utilize 240 gpd as being equivalent to one (1) SFR EDU.

While non-residential unit generation rates were determined on an acreage basis, the City recognizes that sewer generation may not be proportional to lot acreage. A typical SFR unit includes approximately 20 drainage fixture units (DFUs), which is equivalent to one (1) EDU.

Table 7-5 of the California Plumbing Code (CPC) lists DFUs per plumbing fixture and should be used to determine total DFUs and resulting EDUs per customer. When converting DFUs to EDUs, the total DFUs per customer is divided by 20. For non-residential customers, if the resulting number of EDUs is not a whole number, it is rounded up (i.e., 1.4 EDUs is rounded up to 2.0 EDUs). In cases where fixtures are not specifically defined in the CPC, a corresponding flow based on the drain size will be given an equivalent EDU.

For residential and non-residential customers, Atkins recommends the following guidelines for EDU generation:

**Table 5. Customer Type EDU Guidelines**

Customer Type	EDU guideline
Single Family Residential (SFR)	1.0 EDU per unit
Single Family Residential (SFR) Apartment Addition	0.75 EDU per unit
Multi-Family Residential (MFR)	0.75 EDU per unit
Mobile Homes	0.50 EDU per unit
Small Commercial, Light Industrial, Public Buildings	1.0 EDU per 20 DFUs
Heavy Commercial, Heavy Industrial	1.0 EDU per 20 DFUs
Restaurants	3.0 EDU up to 6 seats, plus 0.1 EDU for each additional seat
Bakeries, Groceries	1.0 EDU per 20 DFUs
Car Wash (self-serve)	2.0 EDU per car stall
Car Wash (automatic with water recycling)	6.0 EDU
Laundromats	1.0 EDU per washing machine

Note: When converting DFUs to EDUs, the total DFUs per customer is divided by 20. If the resulting number of EDUs is not a whole number, it is rounded up (i.e., 28 DFUs divided by 20 DFUs per EDU = 1.4 EDUs, rounded up to 2.0 EDUs).

The EDU guidelines presented above are in line with the recommended unit generation rates used in San Diego County and provide the City with methodology for determining sewer generation on a customer-by-customer basis. In some cases, a commercial customer may generate a sewer flow that is not in line with the base EDUs for that customer class. Water use data or metered flow may then be reviewed to ascertain a more accurate EDU count for that customer.



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: MAY 21, 2014  
ORIGINATING DEPT.: PUBLIC WORKS *HAL*  
SUBJECT: RESOLUTION NO. 2014-7483 AFFIRMING THE FISCAL YEAR 2014/2015 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013

**EXECUTIVE SUMMARY:**

Resolution 2014-7483 is prepared to affirm the sanitary sewer service charge rates for Fiscal Year 2014/2015 as adopted in Ordinance 2013-1138. Ordinance 2013-1138 provided for an increase in the sewer service charge rates on average by 1.6% in FY 2014/2015. The rate was based on the Sewer Service Charge and Capacity Fee Study [STUDY] dated February 20, 2013 prepared by Atkins. Staff's review of the Sewer Enterprise Fund revenue and expenditures for FY 2013/2014 and FY 2014/2015 shows revenue/expenditure to be approximately \$200,000 less than projected in the STUDY. Thus the 1.6% increase is necessary to meet the revenue needs of the Sewer Enterprise Fund.

**BACKGROUND:**

The City operates and maintains a City sewer system that collects and transports sewer waste water from properties within the City to the San Diego Metropolitan Sewer System for treatment and disposal. The City must generate funds in an amount sufficient to cover the City's ongoing cost of providing sewer services. The sewer services are funded through a separate Sewer System Enterprise Fund. Chapter 13.06 of the Imperial Beach Municipal Code prescribes a sewer service charge to be billed to all residential and non-residential customers in the city limits of the City of Imperial Beach that discharge sewage into the sewer lines maintained by the city, or is considered by the San Diego Metropolitan Sewer System to be within the city jurisdiction. In Fiscal Year 2012/2013, the City hired Atkins North America, a nationally recognized expert in sewer rates, to conduct a STUDY on the revenue needs for the Sewer Enterprise System to ensure that the City was objectively collecting sufficient revenue to safely and properly operate the enterprise sewer system, including collection, transportation and treatment.

Consistent with Proposition 218, the STUDY provided a five year schedule of sewer rate increases that was adopted by City Council on May 15, 2013. Although Proposition 218 does not require the City Council to revisit the adopted rate increase for FY 2014/2015, City staff was asked to provide an update on the finances related to the sewer service fee and increase for this coming fiscal year. In order to meet the revenue needs, the STUDY recommended the Fiscal Year 2014/2015 Sewer Service Charges be increased on average for all customer classes by 1.6%.

**ANALYSIS:**

The following chart shows that the FY 2014 Sewer revenue forecast is an estimated \$118,865 less than the STUDY projected revenue and the FY 2014 Sewer expenses are an estimated \$19,765 greater than the STUDY projected for a total shortfall of \$138,631. And the revenue available for Capital Improvement Projects in FY 2014 is \$261,370, rather than the \$400,000 recommended in the STUDY. And again, in the FY 2015 a similar shortfall of funds relative to the Study are shown.

	FY 2013/14			FY 2014/15		
	Rate Study	Forecast	Difference	Rate Study	Forecast	Difference
Revenue	\$4,339,933	\$4,221,068	(\$118,865)	\$4,402,369	\$4,285,185	(\$117,184)
Expense	\$3,939,933	\$3,959,698	(\$19,765)	\$3,840,269	\$3,944,809	(\$104,440)
Net For Capital	\$400,000	\$261,370	(\$138,630)	\$412,000	\$340,376	(\$71,624)
Capital Reserve				\$150,000		
Effective Increase In Revenue				1.4%	1.5%	

The FY13 year-end Sewer Fund Balance was \$3,163,975. The adopted STUDY established an operating reserve of \$2,000,000 and established an annual minimum capital improvements program budget of \$400,000 (adjusted annually by the construction cost index). The Sewer Fund Reserve available for capital projects is \$1,163,975 as of July 1, 2013 (beginning of FY 2013/2014). The new capital projects funds for FY 2014 and FY 2015 as estimated in the above chart is \$261,370 and \$340,376 respectively. Thus the total estimated capital reserve through FY 2014/2015 is \$1,765,721 (\$1,163,975 plus \$261,370 plus \$340,376). The FY 2014 and FY 2015 capital projects constructed or in various stages of design or construction are as follows:

- FY 10/11 Annual Mainline Repairs W11-201 \$250,000
- Sewer Main Hardening Project S14-101 \$ 50,000
- FY 11/12 Annual Mainline Repairs W12-201 \$450,000
- Pump Station # 10 Rehabilitation W13-101 \$400,000
- Pier South Sewer Manhole Installation \$ 50,000
- FY 12/13 Annual Mainline Repairs W14-201 \$400,000
- Pump Station # 4 Rehabilitation \$ 75,000
- Pump Station # 6 Rehabilitation \$ 75,000
- Televiser Sewer Mainlines \$160,000
- **TOTAL Planned CIP expenses through FY 14/15 \$1,910,000**

Thus:

- The estimated Capital reserve through FY 14/15 is \$1,765,721.
- The estimated Capital projects to be designed and/or constructed through FY 14/15 is \$1,910,000
- There is also a shortfall in capital project funding of planned projects through FY 14/15

Staff's evaluation is that the 1.6% increase in the Sewer Service Charge is needed to ensure that the City is collecting sufficient revenue to safely and properly operate the enterprise sewer

system, including collection, transportation and treatment

If City Council affirms the sewer service charge rate increase, staff intends to mail out a letter to each customer within the Sewer Enterprise Fund billing area to advise them of the intent to adjust the average billing rate by approximately 1.6% per billing class. This letter must be mailed a minimum of 30 days prior to the billing period commencing July 1, 2014.

At a previous City Council meeting, Council directed that staff provide an overview of what other local municipal agencies use to base their customer water volume usage. Staff was able to obtain this information from 5 cities as follows:

Municipality	Flow Basis	Base Rate	Treatment/Transportation Rate
Chula Vista	2 lowest water flows in the winter months at a 90% return rate.	Yes	Yes
El Cajon	2 bi-monthly periods (4-months total) during the winter months	Yes	Yes
Lemon Grove	Total gallons per year	Yes	Yes
La Mesa	Total gallons per year	Yes	Yes
Coronado	EDU		

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The above analysis shows that the 1.6% average sewer service charge increase for FY 2014/2015 adopted by the City Council in May 2013 is consistent with the current need to generate funds in an amount sufficient to cover the City's ongoing cost of providing sewer services.

**RECOMMENDATION:**

1. Receive this report.
2. Adopt resolution no. 2014-7483 affirming the 1.6 % average increase in sewer rates for all customer classes.

Attachments:

1. Resolution No. 2014-7483

## RESOLUTION NO. 2014-7483

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AFFIRMING THE FISCAL YEAR 2014/2015 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013**

**WHEREAS**, the City of Imperial Beach ("City") operates and maintains a City sewer system that collects and transports sewer waste water from properties within the City to the San Diego Metropolitan Sewer System for treatment and disposal; and

**WHEREAS**, the City must generate funds in an amount sufficient to cover the City's ongoing cost of providing sewer services; and

**WHEREAS**, in Fiscal Year 2012/2013, the City hired Atkins North America, a nationally recognized expert in sewer rates, to conduct a study on the revenue needs for the Sewer Enterprise System to ensure that the City was objectively collecting sufficient revenue to safely and properly operate the sewer enterprise system, including collection, transportation and treatment ("STUDY"); and

**WHEREAS**, consistent with Proposition 218, the STUDY provided a five year schedule of sewer rate increases that was adopted by the City Council on May 15, 2013 by Ordinance No. 2013-1138; and

**WHEREAS**, although Proposition 218 does not require the City Council to revisit the adopted rate increase for FY 2014/2015, City staff has provided an update on the finances related to the sewer service fee and increase for this coming fiscal year; and

**WHEREAS**, staff's review of the Sewer Enterprise Fund revenue and expenditures for FY 2013/14 and FY 2014/15 shows revenue/expenditures to be approximately #200,000 less than projected in the STUDY; and

**WHEREAS**, the STUDY recommended the Fiscal Year 2014/2015 Sewer Service Charges be increased on average for all customer classes by 1.6% to meet the revenue needs of the sewer enterprise system; and

**WHEREAS**, the estimated Capital reserve through FY 14/15 is \$1,765,721; and

**WHEREAS**, the estimated Capital projects to be designed and/or constructed through FY 14/15 is \$1,910,000; and

**WHEREAS**, the analysis shows that the 1.6% average sewer service charge increase for FY 2014/2015 adopted pursuant to Ordinance No. 2013-1138 is consistent with the current need to generate funds in an amount sufficient to cover the City's ongoing cost of providing sewer services; and

**WHEREAS**, a letter must be mailed to all sewer service system customers noticing the intended increase a minimum of 30 days prior to the billing period commencing July 1, 2014.

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

1. The above recitals are true and correct.
2. This legislative body affirms the 1.6% average customer rate classification increase

for Fiscal Year 2014/2015 adopted by Ordinance No. 2013-1138.

3. The City Manager is directed to mail letters to all sewer service system customers advising them of the intended rate increase.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 21<sup>st</sup> day of May 2014, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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



AGENDA ITEM NO. 5.2

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: MAY 21, 2014  
ORIGINATING DEPT.: CITY ADMINISTRATION  
SUBJECT: DISCUSSION AND DIRECTION REGARDING A 4<sup>TH</sup> OF JULY  
FIREWORKS DISPLAY IN THE CITY OF IMPERIAL BEACH

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**EXECUTIVE SUMMARY:**

On May 7<sup>th</sup>, 2014, the City Council, in the context of a related item presented by the Unified Port of San Diego, directed staff to explore the potential of a fireworks display in Imperial Beach on July 4, 2014. Staff was directed to meet with residents seeking to raise funding to cover the cost of the fireworks and determine if a display is feasible in the timeframe remaining before July 4<sup>th</sup>. Staff was also directed to identify the cost of providing municipal services for the potential event and present a progress report to the City Council so that a decision can be made to proceed with the event or focus efforts on July 4, 2015.

**BACKGROUND:**

In response to challenging economic conditions, the elimination of Redevelopment Agencies and general impacts on municipal revenue streams, a decision was made to suspend 4<sup>th</sup> of July fireworks displays in the City of Imperial Beach. As economic conditions improve and municipal revenues stabilize, there is renewed municipal and citizen interest in a fireworks display on the evening of July 4, 2014.

Commissioner Dan Malcolm from the Unified Port of San Diego provided a report of current and future Port activities and efforts to activate the tidelands in Imperial Beach. During the discussion, the potential of a fireworks display was discussed. Staff informed the City Council that a sponsorship application to participate in the 2015 Big Bay Boom (a concerted fireworks display in various locations on or near San Diego Bay) has been prepared for submission to the Port of San Diego. Discussion ensued about the potential to have a fireworks display in 2014.

The City Council was informed that there was not enough time to include the City of Imperial Beach in the Big Bay Boom, so the only alternative for 2014 was to engage the services of a private company to determine if a display could be held and the necessary permits and approvals could be obtained within the timeframe. A resident, Tim O'Neal volunteered to seek donations to cover the cost of the fireworks display if the City would be willing to provide the funding for necessary municipal and ancillary services.

**ANALYSIS:**

Staff met with Mr. Tim O'Neal and Ms. Candy Unger to discuss fund raising and other aspects of a fireworks display. During the meeting, it became clear that there are generally four areas of emphasis: fundraising/donations, engagement of a fireworks display company, identification of costs for municipal and ancillary services, and obtaining permission from the Unified Port of San Diego to use the pier to stage the fireworks display.

*Fundraising/Donations*

The City Council asked Mr. O'Neal to organize a fund raising campaign, seek donations and report the progress of his efforts to the City Council on May 21, 2014. Because this staff report was prepared in advance of the City Council meeting, an update on the success of fund raising will be provided at the meeting. However, Ms. Unger notified staff that as of Wednesday, May 14, 2014, no less than \$6,000 had been raised for the fireworks display. The goal for donations was set at \$25,000 to be consistent with the an estimate provided by Pyrospectacular (a private fireworks company) to perform a 18-20 fireworks display.

*Engagement of a Private Fireworks Display Company*

Staff and Mr. O'Neal have both had informal discussions with Pyrospectacular about a potential fireworks display in Imperial Beach. However, in order to more accurately determine the cost of the display, it is important to understand what is included in the estimate provided by Pyrospectacular in relation to environmental permits, and other necessary approvals. Mr. O'Neal agreed to obtain more detailed information from Pyrospectacular and present his findings to the City Council on May 21, 2014. It should also be noted that in conducting appropriate due diligence, staff contacted a competing company and received a higher estimate, which did not include permitting.

*Municipal and Ancillary Costs*

It is estimated that the cost of additional services from the San Diego County Sheriff's Department will be about \$15,000. Other municipal and ancillary services (Public Works, portable restrooms, Lifeguards, etc.) are estimated to cost about \$10,000. Chief Clark is carefully calculating these costs and comparing them with past events and will have a detailed report to provide to the City Council on May 21, 2014.

*Use of the Imperial Beach Pier*

Staff met with Ron Powell from the Unified Port of San Diego to obtain direction about the use of the pier for the fireworks display. Mr. Powell indicated that the primary concern was the necessary insurance and indemnification, but that he would provide staff with specific requirements for discussion at the May 21, 2014, City Council meeting.

**ENVIRONMENTAL DETERMINATION:**

A fireworks display will require appropriate environmental and water quality permits. Staff will determine if an official exemption from CEQA is necessary.

**FISCAL IMPACT:**

At the time this report was written, it is estimated that a fireworks display will cost approximately \$50,000. Roughly half of the cost is directly associated with the fireworks display with about \$25,000 for public safety, public works, and other ancillary costs. This estimate will be updated and refined as more information becomes available.

**RECOMMENDATION:**

Staff is recommending that the City Council receive the report from staff and Mr. O'Neal and provide direction to proceed with planning for a fireworks display in 2014 or to concentrate on a fireworks display on July 4, 2015.



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER AH  
MEETING DATE: MAY 21, 2014  
ORIGINATING DEPT.: CITY MANAGER/COMMUNITY DEVELOPMENT SW  
SUBJECT: CITY COUNCIL BRIEFING NO. 2 – PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

**EXECUTIVE SUMMARY:**

Staff and its consultant team continue to work on the next phase of the Palm Avenue Mixed Use and Commercial Corridor Master Plan (Master Plan). As part of the significant Community Outreach and Engagement Strategy (Engagement Strategy) for this project, the first of two Community Workshops was held on Tuesday, April 29, 2014, in the City Hall Community Room. Also as part of the Engagement Strategy, staff is providing regular City Council Briefings to keep the City Council updated on the Master Plan status and progress. Staff will provide the City Council with an update on the Community Workshop, the project and other outreach efforts at the meeting on May 21, 2014.

**BACKGROUND:**

On January 18, 2013, staff submitted an application to the San Diego Association of Governments (SANDAG) for Fiscal Year 2013 Smart Growth Incentive Program (SGIP) funding which allocated funding for local transportation-related infrastructure and planning efforts that support smart growth development in the region. The funding was available for two types of projects: capital and planning. On January 23, 2013, the City Council adopted Resolution Number 2013-7294, authorizing and supporting the submittal of a SGIP planning grant application in the amount of \$400,000. The City Council also authorized City matching funds in the amount of \$50,000 and up to \$45,000 in in-kind contributions (staff expenses).

On June 28, 2013, the SANDAG Board of Directors approved the SGIP Fiscal Year 2013 projects for funding. Among the projects awarded full funding was Imperial Beach's Palm Avenue Mixed Use & Commercial Corridor Master Plan (Master Plan). On July 15, 2013, the City received a Notice of Award from SANDAG for \$400,000 of SGIP planning grant funding. On August 21, 2013, the City Council authorized issuance of the RFQ/P to solicit civil engineering, landscape architecture, urban design and environmental planning consultant services, with the City intending to utilize its on-call traffic engineering consultant, KOA Corporation, for this effort.

The purpose of the SGIP grant will be to develop the prior Master Plan concepts into engineering drawings sufficient to also prepare and process the corresponding

environmental review document. In order to carry out this project, City staff prepared a Request for Qualifications and Proposals (RFQ/P) to select a consultant team with the required expertise to prepare the drawings and environmental review document with a key component of this effort to include public outreach and engagement to ensure that community input continues to be included in the project. On December 18, 2013, after a competitive RFQ/P process, the City Council authorized the execution of a professional services agreement with Project Design Consultants (PDC) as the lead civil engineering consultant of the consultant team including MIG (urban design, landscape architecture & lighting), Katz & Associates (public engagement & outreach), RECON (environmental review), SCS Engineers (environmental site assessment), and GEOCON (geotechnical engineering).

On January 24, 2014, a fully executed copy of the Smart Growth Incentive Grant Agreement between the City and SANDAG was delivered to staff along with a Notice to Proceed with the project.

#### **ANALYSIS:**

Since the issuance of the Notice to Proceed, City staff and the consultant team have reviewed the Master Plan Study and have prepared concept drawings based on the Master Plan recommendations for discussions purposes and to reaffirm the Master Plan recommendations and to fully assess them for application and implementation with the Palm Avenue/SR 75 corridor. Another key component of this next phase of the Master Plan is to implement a comprehensive Community Engagement effort to obtain public input and participation in the development and implementation of the Master Plan. As part of this outreach effort, a dedicated web page has been created on the City's web site ([www.ImperialBeachCA.gov/PalmMasterPlan](http://www.ImperialBeachCA.gov/PalmMasterPlan)) and a contact email address has been established both to receive information and updates on the project and to provide comments. This web page is being updated regularly with pertinent project information.

On April 16, 2014, staff provided the City Council with its first regular Briefing on the project, during which a detailed Community Engagement Strategy prepared by the consultant team's Outreach & Engagement Consultant, Katz & Associates was presented. Also at this meeting, staff reminded the City Council that the first of two Community Workshops was to take place on April 29, 2014.

On Tuesday, April 29, 2014, the first of two Community Workshops on the Master Plan was held in the City Hall Community Room. The objective of the workshop was to reintroduce the project to the community, explain the work plan for the current phase and its relationship to the established vision, and solicit community feedback on a variety of streetscape/landscape design concepts proposed for the Palm Avenue corridor. A total of 32 community members signed in at the workshop, though it appeared that several more were in attendance. The focus of the first workshop was aimed at reintroducing the community to the project and providing Workshop attendees with sufficient project information while allowing ample time for attendees to provide their input.

Project team members gave a short Power Point presentation to reintroduce community members to the project, including a project history and timeline, the role of public involvement, and how the project relates to the prior Master Plan. The presentation also included an overview

of the major engineering elements, initial traffic study results and objectives, and landscape design elements currently under consideration.

After the presentation, Workshop attendees were given the opportunity to review project plans and materials, ask questions, and submit written comments on a variety of streetscape/landscape design concepts proposed for the Palm Avenue corridor. A full set of large-scale plans spanning the length of the corridor was available for review. These plans illustrated where proposed bike lanes, vehicle lanes, sidewalks, medians, etc. will be located and included an overlay of the landscape concepts. Additionally, four stations – one for each segment of the corridor – were set up to allow attendees to review the segments in detail and submit feedback on specific locations. Each station was equipped with a display board with an aerial of the specific segment, an 11" x 17" copy of the segment aerial map, a flip chart, and a note taker from the project team. A fifth display board illustrating the proposed side street diagonal parking concept at 10<sup>th</sup> Avenue was also available for review.

Workshop attendees were encouraged to write down their comments and draw on the 11" x 17" maps or share their comments with a station note taker who wrote them down on the flip chart. General comment cards were also available at the sign-in table and at each station.

At the conclusion of the workshop, Workshop attendees were provided an opportunity to share public comment and ask questions of the project team. Attendees were also reminded that comment cards could be submitted at City Hall through May 5, 2014, and that comments could also be provided through the City's web page for the Master Plan.

A Workshop Summary is provided in Attachment 1. Generally speaking, those in attendance were supportive of the concepts presented and eager to see the improvements implemented. There were some concerns and comments expressed regarding traffic impacts and the costs and timing of possible implementation of the project.

#### Additional Community Outreach/Civic Engagement

As part of the continuing Engagement Strategy, several more Master Plan presentations are scheduled for this month to obtain additional input. These include the following:

- Design Review Board – Thursday, May 15, 2014 at 4:00 PM, City Council Chambers
- Kiwanis Club – Tuesday, May 20, 2014, Noon, Boys & Girls Club Gymnasium
- Chamber of Commerce – Thursday, May 22, 2014 at 7:30 AM, Dempsey Holder Safety Center
- Business Improvement District – Tuesday, May 27, 2014 at 4:00 PM, City Hall Community Room

#### Caltrans Coordination

On April 29, 2014, staff received a letter from Caltrans who had earlier agreed to provide a preliminary conceptual review of the Master Plan proposals (see Attachment 2). Based upon the comments in the letter, some of which would all but preclude the implementation of several

key elements of the Master Plan, staff and members of its consultant team, including the lead civil engineer (PDC) and the traffic engineer (KOA), met with Caltrans staff on Thursday, May 1, 2014, to discuss the issues raised in the letter. It was a productive meeting during which Caltrans agreed to seek a preliminary determination from their Caltrans headquarter liaison as to whether the key design issues could be the subject of a design exceptions. Staff is awaiting these preliminary determinations.

**ENVIRONMENTAL DETERMINATION:**

The prior phase of the Master Plan was exempt from CEQA pursuant to CEQA Guidelines Sections 15262 and 15306. This phase of the Master Plan will include the preparation of the required environmental review document to analyze the proposed project. This may result in an amendment to the City's General Plan and Local Coastal Program as well as the processing of a coastal development permit, site plan review, and design review for the proposed capital improvements.

**FISCAL IMPACT:**

The City has been awarded \$400,000 in SGIP planning grant funding. The City has authorized a City match of \$50,000 and up to \$45,000 in in-kind City services. It is expected that the City's \$50,000 matching funds will come from one-time general fund reserves. However, 2010 Tax Allocation Bond Proceeds may also be available for this purpose pursuant to the issuance of a Finding of Completion from the State Department of Finance.

**RECOMMENDATION:**

That the City Council receives City Council Briefing No. 2 on the Master Plan and provides input, comment and/or direction as needed to staff.

Attachments:

1. Community Workshop Summary – April 29, 2014
2. Caltrans Letter – April 28, 2014

**City of Imperial Beach  
Palm Avenue Streetscape Design and Improvements  
Community Workshop #1**

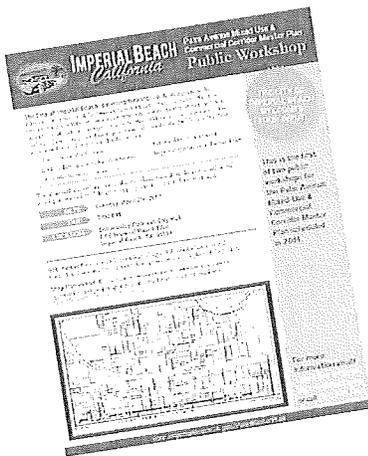
**SUMMARY**

DRAFT May 7, 2014

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On April 29, 2014 at 7 p.m., the City of Imperial Beach conducted the first community workshop to advance the implementation of the streetscape design and proposed improvements identified in the Palm Avenue Mixed Use and Commercial Corridor Master Plan. The workshop took place at the City Hall Community Room located at 825 Imperial Beach Blvd. The objective of the workshop was to update the community about the project, explain the work plan for the current phase and its relationship to the established vision, and solicit community feedback on a variety of streetscape/landscape design concepts proposed for the Palm Avenue corridor.

Workshop attendees were encouraged but not required to sign in. A total of 32 community members signed in at the workshop. A public information sheet was distributed at the sign-in table.

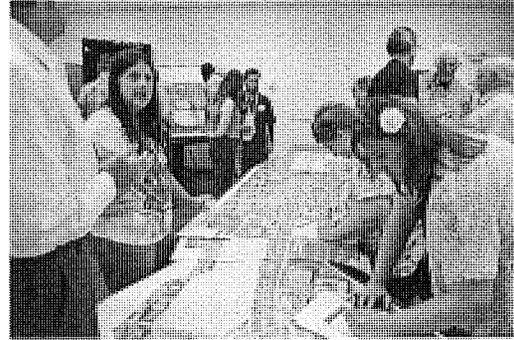


**Notifications:** Stakeholders and community members were notified of the date, time, and location of the public workshop through a variety of different avenues. The information was provided via the project [web page](#), City social media outlets, “The FYI” internal newsletter, by public announcements at the Chamber of Commerce and BID meetings in March, via the City branded community newsletter, a media advisory to local media outlets, eBlasts distributed to the project contact list, posts on local online community calendars (i.e. Patch, UT, eCoronado, KPBS), and fliers posted in the corridor area and distributed to businesses located within the corridor.

**Format:** The format of the first workshop was aimed at reintroducing the community to the project and providing Workshop attendees with sufficient project information while allowing ample time for attendees to provide their input.

**Presentation:** Project team members gave a short Power Point presentation to reintroduce community members to the project, including project history and timeline, role of public involvement, and how the project relates to the prior corridor master plan process. The presentation also included an overview of the major engineering elements, initial traffic study results and objectives, and landscape design elements currently under consideration.

Poster Stations: After the presentation, Workshop attendees were given the opportunity to review, ask questions, and submit written comments on a variety of streetscape/landscape design concepts proposed for the Palm Avenue corridor. A full set of large-scale plans spanning the length of the corridor was available for review. These plans illustrated where proposed bike lanes, vehicle lanes, sidewalks, medians, etc. will be located and included an overlay of the landscape concepts. Additionally, four stations – one for each segment of the corridor – were set up to allow attendees to review the segments in detail and submit feedback on specific locations.

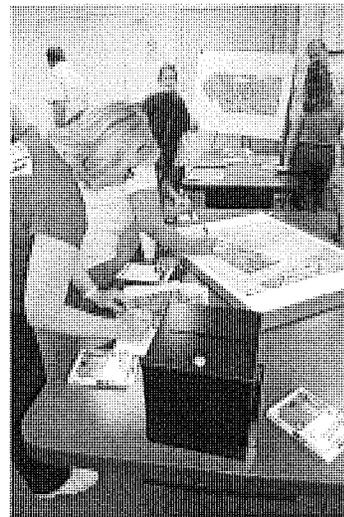


Each station was equipped with a display board with an aerial of the specific segment, an 11x17 copy of the segment aerial map, a flip chart, and a note taker from the project team. A fifth display board illustrating the proposed sidestreet diagonal parking concept at 10<sup>th</sup> Avenue was also available for review.

Workshop attendees were encouraged to write down their comments and draw on the 11x17 maps or share their comments with a station note taker who wrote them down on the flip chart. General comment cards were also available at the sign-in table and at each station.

Conclusion: As the workshop concluded, Workshop attendees were provided an opportunity to share public comment and ask questions of the project team. Attendees were also reminded that comment cards could be submitted at City Hall through May 5, 2014.

**Feedback:** The following is a summary of the comments, requests, and questions provided at the stations, on comment cards, and during the workshop’s comment period. Overall, Workshop attendees expressed an excitement for improvements to aesthetics and traffic flow in the corridor. Many recommendations were received regarding tree varieties for consideration in the corridor’s landscaping and whether or not to construct a large monument sign. The majority of questions and concerns expressed related to construction and maintenance funding, circulation at the 10<sup>th</sup> Street intersection, and a need for clarification on how the reduction of lanes/incorporation of local access lanes alleviate traffic.



The following table presents all feedback received at the workshop in seven (7) main theme categories and one (1) general category. Comments and questions expressed by multiple

Workshop attendees are identified with a number in parenthesis (#). The number indicates the number of times the question or comment was shared with the project team.

Main Category	Theme	Comments and Questions
General		<p><u>Comments/Requests</u></p> <ul style="list-style-type: none"> <li>• Can't imagine it being improved any better than what the map shows – looks great</li> <li>• Great ideas, I look forward to skating around town</li> <li>• Great meeting, great job, good plans</li> <li>• Great presentation</li> <li>• Love the ideas and look forward to seeing the finished product</li> <li>• Map is wrong, the street marked as <b>Calla</b> is <b>5<sup>th</sup></b></li> <li>• Please help us expedite contributing to our beautiful city</li> <li>• Request for all project materials to be posted in the local newspaper for review</li> <li>• Would love to see a kid-friendly main street</li> </ul> <p><u>Questions</u></p> <ul style="list-style-type: none"> <li>• Has the Navy been contacted?</li> <li>• Which stores are planned for <b>9<sup>th</sup> Street and Palm Avenue</b>?</li> </ul>
Bicycle & Pedestrian		<p><u>Comments/Requests</u></p> <ul style="list-style-type: none"> <li>• Add bike racks on every block</li> <li>• Concerned about people just running across medians like 3rd Ave. in Chula Vista</li> <li>• Make sure bulb outs do not impede bicyclists (i.e. <b>12<sup>th</sup></b>)</li> <li>• So many kids cross <b>Palm Avenue</b></li> </ul> <p><u>Questions</u></p> <ul style="list-style-type: none"> <li>• Can you look into the feasibility of a pedestrian overpass, maybe on <b>10<sup>th</sup> Street</b>? (<b>2</b>)</li> <li>• How do bicycles move from <b>bikeway</b> to come into the beach area of IB?</li> <li>• How will you integrate bicycle traffic from the <b>Bayshore Bikeway</b> to southbound <b>Rainbow Drive</b>? How will you be able to cross <b>75</b>?</li> </ul>
Design Theme		<p><u>Comments/Requests</u></p> <ul style="list-style-type: none"> <li>• Keep car, which is the logo – keep the woodie (<b>3</b>)</li> <li>• Incorporate/continue surf theme</li> </ul>
Funding		<p><u>Comments/Requests</u></p> <ul style="list-style-type: none"> <li>• Concern regarding an unfair increased assessed value of properties along Palm Avenue (<b>2</b>)</li> <li>• Concern regarding cost of construction and ongoing maintenance (<b>2</b>)</li> </ul> <p><u>Questions</u></p> <ul style="list-style-type: none"> <li>• How will the construction and maintenance of the improvements be funded? (<b>2</b>)</li> <li>• If <b>Palm Avenue</b> lanes are reduced from 6 to 4 lanes with 2 satellite parallel streets, will Caltrans continue to pay for maintenance of all 6 lanes?</li> </ul>
Landscaping		<p><u>Comments/Requests</u></p> <ul style="list-style-type: none"> <li>• Use palm trees/queen palms and washingtonia (<b>2</b>)</li> </ul>

Main Category	Theme	Comments and Questions
		<ul style="list-style-type: none"> <li>• Consider evergreens like at Coronado right on Orange – shapely, low maintenance and water tolerant</li> <li>• Consider super drought-tolerant plants – succulents, palo verdes trees</li> <li>• Consider torrey pine, elderberry, tecate cypress and sycamore (maybe at east end)</li> <li>• Consider trees and allergies</li> <li>• Love the landscaping ideas</li> <li>• Palm trees are expensive, please evaluate all drought tolerant trees</li> <li>• Talk to Debbie Good at Tijuana River National Estuarine Research Reserve (TRNERR) Visitor Center on 3<sup>rd</sup> and Caspian</li> <li>• Use palm trees selectively due to cost and maintenance</li> <li>• Use pond water to water the plants</li> </ul>
Monument Sign		<u>Comments/Requests</u> <ul style="list-style-type: none"> <li>• Do not destroy the character of IB with a large sign <b>(2)</b></li> <li>• Keep existing monument sign <b>(3)</b></li> <li>• Consider a large monument roundabout to assist in continuing the flow of traffic – maybe in Park corridor</li> <li>• Incorporate a monument sign at <b>13<sup>th</sup> Street</b></li> <li>• Incorporate a monument/gateway sign at <b>7<sup>th</sup> Street</b></li> <li>• Make the gateway signs subtle</li> </ul>
Parking		<u>Comments/Requests</u> <ul style="list-style-type: none"> <li>• Add more diagonal parking on <b>Florence</b></li> <li>• Don't put meters in on side street</li> </ul>
Traffic		<u>Comments/Requests</u> <ul style="list-style-type: none"> <li>• Agree with incorporating a light at <b>10<sup>th</sup> Street (2)</b></li> <li>• Concerned regarding exit traffic from Breakwater development to <b>Hwy 75 (2)</b></li> <li>• Consider the importance of a tsunami evacuation route <b>(2)</b></li> <li>• <b>13<sup>th</sup> Street</b> bus stop created a traffic hazard - it is too close to intersection</li> <li>• Congestion for vehicles is not that bad</li> <li>• Coronado City and <b>Rainbow Drive</b> turns are visually challenging</li> <li>• Disagree with incorporating a light at <b>10<sup>th</sup> Street</b></li> <li>• Dislike bulb outs</li> <li>• Ensure local access lanes are well maintained (unlike Otay)</li> <li>• Extend local access</li> <li>• Extend local lanes to <b>Saturn Boulevard</b></li> <li>• Local access lanes – concerned about existing and needing to go in the opposite direction (i.e. at North Island Credit Union) – recommend break outs at every block to allow easy entrance and exit</li> <li>• Need median at <b>Rainbow Drive</b> to slow down traffic</li> <li>• Reconsider roundabout at <b>9th Street and Delaware</b></li> </ul> <u>Questions</u> <ul style="list-style-type: none"> <li>• Have we considered the impact of the new SEAL/South Silver Strand Training Project (Navy) entrance? <b>(2)</b></li> </ul>

Main Category	Theme	Comments and Questions
		<ul style="list-style-type: none"> <li>• How does reducing traffic lanes alleviate traffic congestion? <b>(2)</b></li> <li>• Has there been a survey to assess a 2 lane option?</li> <li>• How do you access the lanes on the edges?</li> <li>• Is the City working with the City of San Diego on traffic light cycles, especially at Saturn?</li> <li>• Will there be a median on <b>Rainbow Drive at Hwy 75</b> to slow southbound traffic?</li> </ul>

DEPARTMENT OF TRANSPORTATION  
DISTRICT 11, DIVISION OF PLANNING  
4050 TAYLOR ST, M.S. 240  
SAN DIEGO, CA 92110  
PHONE (619) 688-6960  
FAX (619) 688-4299  
TTY 711  
www.dot.ca.gov



*Serious drought.  
Help save water!*

April 28, 2014

11-SD-75  
PM 10.79  
SR-75 Master Plan

Mr. Greg Wade  
City of Imperial Beach  
825 Imperial Beach Boulevard  
Imperial Beach, CA 91932

Dear Mr. Wade:

The California Department of Transportation (Caltrans) has provided a preliminary conceptual review of the City of Imperial Beach proposed State Route 75 (SR-75) / Palm Avenue Master Plan. Caltrans has the following preliminary review comments:

- Any changes or new infrastructure including pedestrian sidewalks, ADA curb ramps, bike facilities, and roadway construction within Caltrans right-of-way (R/W) needs to be built to Caltrans Highway Design Manual (HDM) and Standard Plans. All non-standard features require a special design exception approval from Caltrans.
- The minimum lane width on two-lane and multilane highways, ramps, collector roads, and other appurtenant roadways shall be 12 feet, except as follows:
  - For conventional State highways with posted speeds less than or equal to 40 miles per hour and AADTT (truck volume) less than 250 per lane that are in urban, city or town centers (rural main streets), the minimum lane width shall be 11 feet. The preferred lane width is 12 feet. Lane widths of 10 feet or less are not acceptable.
- If any Bulbouts are planned inside Caltrans R/W please follow HDM 303.4 guidelines.
  - 303.4 Curb Extensions:
    - (1) Bulbouts. A bulbout is an extension of the sidewalk into the roadway when there is marked on-street parking. Bulbouts should conform to Figure 303.4, other design elements are not shown.
- Parking - See HDM section 402.3 On-Street Parking. The areas the City is proposing parking are areas that allow parking currently. For the limits of the new higher speed limit at the west end, Caltrans would not be in favor of street parking. However, the Master Plan is not proposing to include additional parking at that end.

Mr. Greg Wade

April 28, 2014

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- Multilane divided highways require 8 foot shoulders. 10 foot shoulders are preferred where on street parking is allowed. A minimum of 8 feet shoulders are required plus the bike lane width when you have parking and a bike lane.
- Right turns from through lanes where local bypass lanes are proposed would not be allowed. Caltrans needs more information about the proposal in the locations where a signal and the local bypass lanes are proposed to determine how they would operate.
- Sheets 6 and 7: it appears that right turns from the westbound number 2 lane will be prohibited and only allowed from the collector road. Please clarify and/or explain how the Through/Right movements from lane number 3 will function.
- Sheet 3 of 10: the proposed retaining wall is within the Clear Recovery Zone. The wall must be shielded, removed, or relocated.
- The retaining wall shown on the south side at SR-75 and Rainbow appears to conflict with the curb ramp. If the City requests crossing for bikes, Caltrans can look into triggers for the signal to accommodate crossings.
- Per the HDM Section 105.5 (2), at intersection corners that have bi-directional pedestrian crossing, dual ADA curb ramps are required. ADA exceptions are necessary when using one ramp for both directions.
- The intersections with proposed additional crosswalk (s) should be analyzed using Synchro to show delays and queuing, as impacts may need mitigation.
- Verify that the proposed raised medians meet the STAA truck turning radius requirement. The additional length of medians at intersections will need to be checked for truck turning paths.
- Through-right option lanes with buffered bike lanes to the right may cause conflicts between motorists and bicyclists and should be consistent with the California Manual on Uniform Traffic Control Devices (CA MUTCD). Right turns through bike lanes need to follow the MUTCD for vehicles to merge into the bike lane before making the turn movement. This applies to a number of intersections shown on the Master Plan project.
- Bikes will have issues making left turns from the local bypass lanes.
- Cyclists who intend to turn left onto side streets in the Mid-Town area should have an additional option besides crossing Palm Avenue as a pedestrian. Consider adding Shared Lane Markings (sharrows) in the number 2 lane on Palm Avenue. BICYCLES MAY USE FULL LANE signs are also recommended to compliment sharrows.
- Street infrastructure items, such as traffic signal cabinets, street lights, and utility pedestals should be located outside of the pedestrian path of travel and should not impede pedestrian movements.

Mr. Greg Wade  
April 28, 2014  
Page 3

- Caltrans agrees with the phasing change at 9<sup>th</sup> Street.
- At Delaware, Palm, and SR-75 making this a full intersection creates operational issues. The Traffic Study will need to show the intersection operates appropriately.
- The intersection of SR-75 and 10<sup>th</sup> Street does not allow the crossing of SR-75 now. The local bypass lanes may operate more effectively if cross traffic were to continue to not be allowed.
- CVC would need to be looked at closer to see if it is possible to have differing speed limits on the bypass lanes and the main through lanes.
- What is the benefit of the raised separation for the bike lane on the north side of SR-75 on 13<sup>th</sup> Street?
- Caltrans prefers no pedestrian crossing on the west side of SR-75 and 7<sup>th</sup> St.
- The traffic study and analysis will need to support any operational, phasing changes and additional signals proposed.
- All intersections need to comply with Caltrans Intersection Control Evaluation Policy (ICE).
- Any additional landscaping proposed within Caltrans R/W will require updating the Maintenance Agreement along SR-75.

If you have any questions, please contact Roger Sanchez of the Development Review branch at (619) 688-6494.

Sincerely,  
Signature on file

JACOB ARMSTRONG, Branch Chief  
Development Review Branch



AGENDA ITEM NO. 5.4

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: MAY 21, 2014

ORIGINATING DEPT.: PUBLIC WORKS *AH*

SUBJECT: PRESENTATION TO COUNCIL ON THE FINAL GRANT PROJECT REPORT FOR THE DETECTION, MAPPING, AND COMMUNICATION OF SOLID WASTE POLLUTION SOURCES IN THE TIJUANA RIVER VALLEY

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**EXECUTIVE SUMMARY:**

The City received a \$40,000 grant from the State Water Resources Control Board in 2013 to continue work in the Tijuana River Valley to identify and communicate the sources and impacts of cross border trash. Oscar Romo and Jennifer Hazard from UCSD and Alfa Forma LLC. will present the results from this latest Study and discuss the progress being made to control cross border flows of trash into the Tijuana River Valley.

**BACKGROUND:**

The City received a \$40,000 Cleanup and Abatement Account grant from the State Water Resources Control Board in July 2013 to continue work in the Tijuana River Valley with Oscar Romo from UCSD on a project to identify and communicate the sources and impacts of cross border trash. City Council authorized the partnership with Oscar Romo on the Detection, Mapping, and Communication of Solid Waste Pollution Sources in the Tijuana River Valley project through Resolution 2013-7349.

Prior to administering this current grant, the City provided the administration on a similar grant project with the State Water Resources Control Board and Oscar Romo for the Los Laureles Trash Tracking Study. The Los Laureles project was completed in November 2011 and helped bring binational attention to illegal trash dumps in Mexico. The results of the study generated public awareness in Tijuana on the presence of illegal trash dumps along border canyons and lead to the direct investment in 2012 of \$1,000,000 (USD) from SEMARNAT (Mexican EPA) and City of Tijuana for trash related cleanup activities.

**ANALYSIS:**

The purpose of this project was to produce a comprehensive record of Tijuana dumpsites that pollute the receiving waters of Tijuana River Valley. This record will serve as a technical implementation tool to affect policy change toward the eventual eradication of illegal dumping practices in Tijuana. The research strategy for this project involved direct observation in the field, GIS spatial analysis of dumpsite locations, and collection of geography and hydrology data of coastal canyons. This project was designed in accordance with the implementation

component of the Tijuana River Valley Recovery Strategy and builds upon the results of the 2010-2011 Trash-Tracking Study conducted in the Los Laureles/Goat Canyon for the City of Imperial Beach. Results from the project are currently being shared with agency officials and stakeholders on both sides of the border to affect policy change toward the management practices of solid waste pollution.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The State Water Resources Control Board provided \$40,000 from the Cleanup and Abatement Account Fund for the project, which included \$4,000 to the City for grant administration.

**RECOMMENDATION:**

Receive report and presentation.

Attachments:

1. Final Grant Report: Detection, Mapping, and Communication of Solid Waste Pollution Sources in the Tijuana River Valley

# 2014

## Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley



Alpha Forma. 2013

GRANTEE: CITY OF IMPERIAL BEACH  
STATE WATER RESOURCES CONTROL BOARD  
Agreement No. 13-404-550 [CA/363]  
FINAL REPORT  
PREPARED BY ALPHA FORMA, LLC





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**Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley**

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City of Imperial Beach

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**Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley**

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City of Imperial Beach

**EXECUTIVE SUMMARY**

The binational topography and politics, the diversity of habitats and species, and the range of human and environmental issues enveloped within the boundaries of the Tijuana River Valley set the stage for the City of Imperial Beach's "Detection, Mapping and Communication of Solid Waste Pollution Sources" study. Trash and Sediment issues in the Valley are a product of non-point source pollution originating upstream in uncontrolled informal dump sites that drain into the Valley through the binational Tijuana River System. The purpose of this study is to produce a scientific record of dump sites that can be used as a tool to affect policy change on both sides of the border toward implementation of best management practices for sustainable solid waste management in the Tijuana River Valley. Open dump sites exist throughout the flood control zone in Tijuana; the geographic area covered by this study focuses on three transboundary coastal canyons in this zone. The research strategy for this study includes 1) direct observation in the field; 2) documentation of site locations; and 3) facilitation of policy change implementation through binational cooperation. Our findings reflect a commitment from Mexico at the municipal, state and federal levels of government to include transboundary environmental stewardship in their work plans.

**INTRODUCTION**

One of the largest jewels of Southern California's remaining coastal wetlands is the Tijuana River National Estuarine Research Reserve. Technically located in the United States, the Reserve lies along the border shared with Mexico and is fed by the Tijuana River. The wetland encompasses a bi-national river system, and the Tijuana River Valley floodplain and estuary are direct recipients of every action that takes place upstream in the rugged yet heavily urbanized canyons of Tijuana. Trash, heavy metals, human waste, fertilizers, pesticides and detergents pollute the estuary, the Valley, and ultimately the ocean. Implementing traditional models of watershed protection have been extremely difficult to apply with a politically charged International Border and two sets of governments, cultures, organizations and multiple communities existing in the same bioregion.





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**Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley**

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City of Imperial Beach

Over fifty million people cross the border each year between Tijuana and San Diego, making it the busiest land-border crossing in the world and a huge focus point in the U.S. immigration debate. Protecting the Tijuana River Valley and its Wetland of International Importance requires that environmental, social, scientific, economic, and political issues be addressed holistically, and while government agencies on both sides of the border agree on this, no single entity has been identified to organize such an effort. Binational planning has been attempted by regional planning organizations and binational advisory work groups; and yet, there is no mechanism to fund cross border best management practices for environmental conservation of the bioregion as whole.

Every year tens of thousands of cubic yards of trash and sediment from transboundary canyons threaten the health of the Valley's wetland ecosystems. It is a constant challenge to protect the estuary from these unstoppable flows. Trash clean-ups on the U.S. side of the border are an expensive and time consuming *Band-Aid* applied to reduce environmental degradation, lower human health risks and conserve wildlife species. Sustainable management of trash and sediment flows can only be achieved by addressing the problem at the source. This means creating locally specific source control solutions for the reduction and management of sediment and trash volumes and implementing those solutions south of the U.S. border.

## **PURPOSE**

The purpose of this project is to produce a comprehensive record of Tijuana, B.C. dumpsites that pollute the receiving waters of San Diego County's Tijuana River Valley. This record will serve as a technical implementation tool that will be used to affect policy change toward the eventual eradication of illegal dumping practices in Tijuana; thereby reducing the volume of solid waste that impairs and endangers valuable natural and cultural resources in south-west San Diego County. The research strategy for this project includes direct observation in the field and GIS spatial analysis of dumpsite locations and geography and hydrology of coastal canyons. Data collected will be shared with stakeholders and decision makers on both sides of the U.S.-Mexico international border during the community outreach and policy implementation phases of the work plan. This project was designed in accordance with the implementation component of the *Tijuana River Valley Recovery Strategy* and builds upon the results of Alpha Forma's *2010-2011 Trash-Tracking Study* conducted in the Los Laureles/Goat Canyon for the City of Imperial Beach; this research led to the closure of 171 illegal open dumpsites in Tijuana in 2011.

## **COMPREHENSIVE RECORD OF UNCONTROLLED DUMPSITES**

The Tijuana River Valley is increasingly threatened by storm water flows that contain trash and



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high concentrations of other urban, agricultural and industrial pollutants carried from Mexico by the Tijuana River and its tributaries. Additionally, the alluvial soils of the Tijuana River Watershed are highly susceptible to erosion, especially when disturbed. Due to urbanization, even moderate storms can bring significant flows of trash and sediment downstream. As storm water flows to the ocean, the intermixed sediment, trash and other debris are deposited in channels, among vegetation in the Valley floodplain and in the Tijuana River Estuary. The interaction of sediment and trash deposits severely threatens water quality and other resources in the region. Millions of dollars are diverted annually to the clean-up of trash and sediment, but a more sustainable solution is to address the problem at its source.

Current research on land-based sources of trash suggests that although Mexico has adopted environmental protection policies at the Federal level, a lack of local ordinances and policy enforcement contributes to persistent illegal waste disposal in border-region coastal canyons. As such, there is a fundamental need to produce a comprehensive record of the illegal trash issue as a necessary step in the development and implementation of local source control policies.

Alpha Forma, contractor the City of Imperial Beach, scouted both Los Sauces/Yogurt and Matadero/Smuggler's Gulch Canyon sub-basins to record conditions and produce a comprehensive record of uncontrolled open dump sites that drain trash into the Tijuana River Valley Flood Plain.

**Matadero Canyon background:** During the 1920's Matadero Canyon earned the nickname "Smuggler's Gulch" because the canyon was traveled by bootleggers smuggling alcohol into the United States. Through the late 1950's the canyon remained mostly undeveloped. With the May 1965 inauguration of Mexico's Border Industrialization Program, (a precursor to the 1994 NAFTA agreement), manufacturing plants began to populate the canyon's ridgelines, and industries began using the canyon as a dumpsite. During the 1960's and 1970's residential colonias and associated service businesses and retailers moved to the area.

**Field Observations/Findings:** Upon entering Matadero Canyon from the northern end it is immediately apparent that the walls of the canyon are steep, unstable and scattered with various types of trash. Many communities have developed along the slopes, and housing is built primarily from canyon waste products including demolition debris and used garage doors. The incidence of illegal dumpsites is so common that the dumpsite count, instead of including multiple smaller sites, includes large areas of land that were counted and documented as being "one site" for mapping and reporting purposes. In one such large dumpsite, distinguishable items included animal bones and carcasses, feces, food wrappers, plastic bags, and an entire array of trash from a local pizza restaurant. Other sites were full of industrial waste such as concrete and rebar or domestic waste such as furniture and mattresses. Furthermore, homes



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situated high atop the canyon walls are unable to connect to the City wastewater treatment system and, therefore, discharge their raw sewage directly into the canyon creating poor water quality and human health concerns. These hillside homes also lack trash collection services, as trash trucks are unable to access steep dirt roads.



Moving from the northern to the southern edges of Matadero Canyon, there are distinct differences between neighboring communities. The southernmost regions are relatively older and more developed with concrete housing, trash pick-up, and paved roads. This is the more developed region of the canyon which is almost completely devoid of all native plant species (coastal sage and chaparral), and instead is dominated by non-native imported species like Palm and Eucalyptus trees. In the more-developed communities there are fewer dump sites than in the less-developed northern sections of the canyon. The majority of the land on the southern tip is government subsidized and owned legally by residents, whereas less than 40 percent of lots are owned towards the northern section. Residents who don't legally own their properties may be more accountable for illegal dumping practices within their neighborhoods.

The highest peak of Matadero Canyon sits on the southern tip at about 975ft above sea level and drastically slopes downward toward the Tijuana Estuary and ultimately to the Pacific Ocean. During a rain storm, water traveling down the steep slopes gains speed, mass, and energy as it gathers trash, debris and sediment throughout the canyon. During the storm season the conditions of the canyon are ideal for landslides and large scale soil erosion, as well as, the transport of harmful pathogens and pollutants into the watershed.

Attributes of dump-site wastes, slope conditions, land-use classifications, and GPS coordinates of 76 canyon dump sites have been recorded and logged into a database. Research results have been mapped using ArcGIS software and serve as foundational evidence of the mountains of trash located in Matadero Canyon. Lack of enforcement and unpaved roads were found to be major factors in illegal dumping: no one is in the field policing dumping activities and many roads are un-navigable by garbage collection trucks (see Appendix C chart on page 14). The predominant waste class observed was mixed debris; a collection of all classes of waste in a single dumpsite. The predominant land use classification for dumpsite locations was federally owned land (see Appendix B on page 13). This information will be used to facilitate



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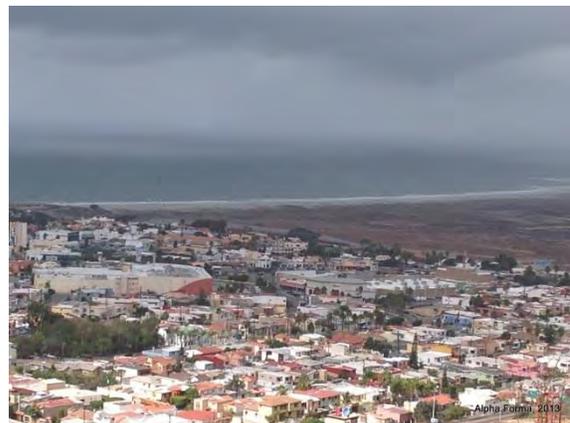
enforcement of environmental regulations and implementation of legislative policy change for the reduction and management of solid waste in Tijuana.

**Deliverables:**

- 76 Informal open dumpsites identified
- ArcGIS map of Matadero Canyon Dumpsites
- Database of dumpsite attributes
- Photo Documentation
- Tijuana River Valley Hydrology Map

**Los Sauces/Yogurt Canyon background:** During the 1920's Tijuana became a day-trip and week-end vacation destination for residents of San Diego and Los Angeles counties who frequented such attractions as the Agua Caliente Casino and Plaza De Toros Bullring in Tijuana and the Rosarito Beach Hotel in Rosarito. The tourism industry in Playas de Tijuana (located in Los Sauces) developed during this same period.

The Los Sauces Canyon sub-basin is a relatively flat zone situated between the hills and the beach. There is little to no undeveloped space, with the exception of hillsides to the east, and all roads are paved. There are very few green spaces or parks. The area is heavily urbanized and populated with upscale single-family homes, beach-front condominiums and residential high-rises. The area is known for arts and culture and is home to the IBERO Americana University and offers shopping opportunities in strip malls and street-front shops.



This sub-basin was observed to be very clean as all residents have access to trash pickup services. No dumpsites were observed in this area. Drainage from this sub-basin consists of urban runoff from car washes, residential lots, public pools and hotels.

**Deliverables:**

- Los Sauces Canyon scouted for dumpsites
- ArcGIS map of Los Sauces Canyon Sites Scouted
- Database of field observations
- Photo Documentation
- Tijuana River Valley Topography Map

## COMMUNITY OUTREACH AND PUBLIC AGENCY MEETINGS

Project maps and the final report have been published on the web at [www.trashtracking.com](http://www.trashtracking.com) and research results have been shared with community members, stakeholders, public officials on both sides of the border and members of the Mexican press.

Alpha Forma (Contractor) facilitated a Best Management Practices workshop in the Los Laureles Canyon to teach school children and their mothers how to garden with erosion control gardening socks manufactured from landscape fabric. A Group of 40 participants received training on how to build composting bins and construct and plant gardening socks for home use. Placed along the perimeter of residential lots these “socks” will reduce erosion by keeping sediment in place. 40 gardening socks filled with compost and vegetable



plants are now located on lots throughout Colonia San Bernardo in Los Laureles Canyon.

The Contractor facilitated a workshop with 40 community leaders representing the seven micro-basins of the Los Laureles Canyon as a follow-up to the 2011 trash-tracking project. The purpose of the meeting was to identify infrastructure improvements needed throughout the canyon. The result of this four hour workshop is a catalog of 33 proposed projects that will benefit the human and physical environments of the canyon. The catalog was submitted to the Tijuana City Council and Department of Urban Infrastructure (see catalog on CD-ROM).

Tasks performed during the contract period included participation as advisors in multiple meetings with both the Tijuana municipal and Baja California State government transition teams; transition teams are charged with educating incoming elected and appointed officials on pending government business including, but not limited to, infrastructure projects, financial issues and participation in cross-border collaborative efforts to reduce pollution sources in the Tijuana River Valley. Public agency outreach regarding trash and sediment management policy development included meetings with 1) Bladimiro Hernandez, Baja California State government transition coordinator; 2) Raul Soria, Under Director Department of State/Baja California; 3) the Baja California State government’s transition team; 4) Esteban Yee Director of Urban Development City of Tijuana; 5) Hernando Duran Director of CESPT; 6) Martha Galvez, SPA,



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Special Committee on Ecology; 7) Yolanda Arroyo, Chief of Planning at the State of BC EPA (SPA); and 8) Jose Carmelo and Jessica Castaneda from the B.C. Sustainable Development Council.

**Deliverables:**

- TrashTracking.com Website
- BMP Workshop for Community Leaders
- Los Laureles Proposed Projects Catalog
- BMP Workshop for Local Women and Children
- Trash Management Comic
- Erosion Control Gardening Guide and Alpha Forma Gardening Socks
- Meetings with City of Tijuana elected and appointed officials
- Inclusion of Waste Reduction in City of Tijuana's 2014-2016 Official Work plan

**FACILITATION OF POLICY CHANGE IMPLEMENTATION**

The Contractor sought meetings with appointed and elected officials at the municipal level of government in Tijuana. Newly elected and appointed officials have 100 days from the date they take office (December 1st) to develop work plans for the 3 year administrative term. During the first 100 days, officials are required by public law to host open forums in an effort to acquire public input. If policy suggestions and/or requests for project support are not submitted during this period there is no foundation from which to collaborate with Mexican agencies as requests submitted after the first 100 days are denied.

Contractor began by establishing relationships with Tirso Lievano, Director of the Municipal Department of Environmental Protection, Roberto Sanchez, Secretary of Urban Development and Ecology, and City Council Member Francisco Hernandez who is charged with city governance. Efforts focused on educating officials about environmental issues in the Tijuana River Valley including unmanaged open dumpsites, environmentally destructive development practices and resulting trash and sediment flows. Officials were provided with copies of the Tijuana River Valley Recovery Strategy and Los Laureles Canyon Master Plan/Public Law as model policies and practices for trash and sediment management.

Contractor participated in various stakeholder workshops in Tijuana, worked with the UC San Diego Superfund Center on the Good Neighbor Environmental Board advice letter to President Obama, facilitated the quarterly meeting of the Tijuana River Valley Recovery Team (TRVRT) at the Tijuana Estuary in December 2013, and a Binational TRVRT meeting in Tijuana in January 2014.



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Contractor also reached out to Senator Ben Hueso's office regarding trash and sediment issues in the Valley. Senator Hueso accepted the challenge of addressing crossborder pollution sources in Tijuana and requested that language for a senate bill be drafted in time to take to the floor of the Senate in January. The result of this effort is Senate Concurrent Resolution 90 (SCR-90) in support of binational efforts to restore the Tijuana River Valley to a healthy wetland ecosystem (Resolution language and fact sheet submitted on CD-ROM).

Contractor partnered with Mexico's Federal Environmental Protection Agency (SEMARNAT) to create language for the agency's *2014-2019 Prevention of Waste Program* at a workshop held in Tijuana on April 1st and partnered with the State of Baja California at a workshop in Tijuana on April 7th to review the final diagnostic of the *2014-2019 State Work Plan* before being presented to the B.C. State legislature.

Contractor also shared project data with and educated journalists on environmental conditions in the Tijuana River Valley by 1) facilitating and directing a tour of the Valley and Estuary for a group of 25 Mexico City environmental journalists in March; and 2) participating in a panel discussion presented to journalism masters students at the IBERO Americana University in Tijuana in March.

**Deliverables:**

- Federal Environmental Protection Agency 2014-2018 Work plan Workshop (SEMARNAT)
- State of Baja California 2014-2019 Work plan Workshop
- Media Tour of the Tijuana River Valley Floodplain and Estuary for Mexico City Journalists
- Presentation to Journalist Majors at IBERO Americana University
- Tijuana River Valley Recovery Team (TRVRT) Binational Conference in Tijuana
- Good Neighbor Environmental Board Letter to the US President
- Senate Concurrent Resolution Supporting the Tijuana River Valley SCR-90

**SUMMARY**

The Mexican government estimates that NAFTA-related environmental damage costs the country \$36 billion per year which far exceeds the annual economic benefit of \$14 billion that Mexico realizes from the free trade agreement<sup>1</sup>. This environmental devastation profoundly affects the health of human and natural communities along both sides of the 2,000 mile U.S.-Mexico border.

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<sup>1</sup> Kevin P. Gallagher, *Free Trade and the Environment: Mexico, NAFTA, and Beyond*, Americas Program, Interhemispheric Resource Center, September 17, 2004.



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Effectuated by the maquila industry, rapid, unplanned and, in many cases, illegal urbanization strains the San Diego-Tijuana Border Region's natural resources and civil infrastructure systems, threatening ecosystems, public health and quality of life. The future of the region depends, in large part, on addressing the root causes of sustainability issues in an integrated and cross-border fashion. This project, funded by the State Water Resources Control Board's (SWRCB) Clean-up and Abatement Account and Managed by the City of Imperial Beach, addresses the issue of environmental impairment in the Tijuana River Valley by creating a scientific record of unmanaged open dumpsites that drain trash and sediment into the Valley through Tijuana's transboundary coastal canyons.

In 2011 Alpha Forma, LLC conducted the "Los Laureles Canyon Trans-Border Trash Tracking Study" for the City of Imperial Beach and SWRCB. The Alpha Forma team successfully identified and mapped approximately 100 open dumpsites in the Los Laureles sub-basin of the Tijuana River Watershed, recorded the attributes of trash observed and tracked the flow of trash from these sites across the border using RFID technology.

The 2014 study "Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley" was conducted by Alpha Forma in an effort to analyze conditions in two additional sub-basins (one to the west and one to the east of Los Laureles); both Los Sauces and Matadero sub-basins also straddle the San Diego-Tijuana border and produce urban runoff and trash and sediment flows that pollute the wetlands of the Tijuana River National Estuarine Research Reserve located in Imperial Beach California. The Reserve forms part of a protected estuarine and salt marsh habitat that represents one of the most intact and least developed wetland habitats in southern California and is a Ramsar designated wetland of international importance, of which there are only 25; thus, it is imperative to locate, record and disseminate data on pollutant sources in Mexico and to facilitate the adoption of best management practices in Mexico for the reduction and control of trash and sediment flows that threaten California's sensitive wetland and coastal environments.

Alpha Forma utilizes intelligent mechanisms of coordination in addressing the unique human and environmental health threats that exist in watershed sub-basins such as Los Sauces, Los Laureles, and Matadero (known in the U.S. as Yogurt, Goat and Smuggler's Gulch Canyons) and puts new knowledge into action by piloting and evaluating government and community-level solutions to problems in the field.

Alpha Forma's research team (Contractor) scouted both Los Sauces and Matadero canyons collecting dumpsite data, producing photo-documentation of observed conditions. The team organized dumpsite attributes into a database and mapped 75 open unmanaged dumpsites in Matadero Canyon. The team facilitated community outreach events and participated in



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multiple government workshops and meetings with elected and appointed officials in Mexico to disseminate data and influence policy change for the management of trash and sediment.

Through the facilitation and establishment of partnerships for conservation with community members and government officials on both sides of the border, this small project produced big results. A measurably engaged community is now working together to identify problems and create solutions, a California Senate Resolution was adopted in support of the Tijuana River Valley and Mexico's Federal Environmental Protection Agency, the State of Baja California and the City of Tijuana now recognize reduction and management of waste in their official work plans.



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**APENDIX A**

## Attachments

The items listed below have been provided to the City of Imperial Beach on a reproducible CD-ROM:

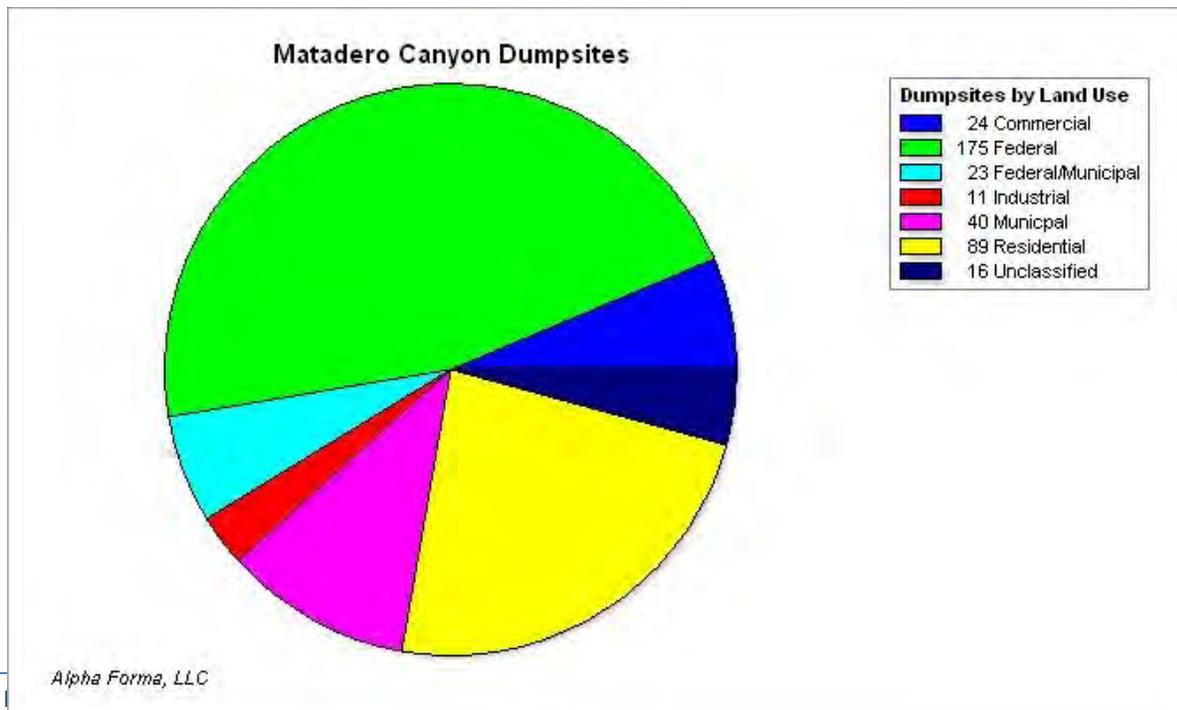
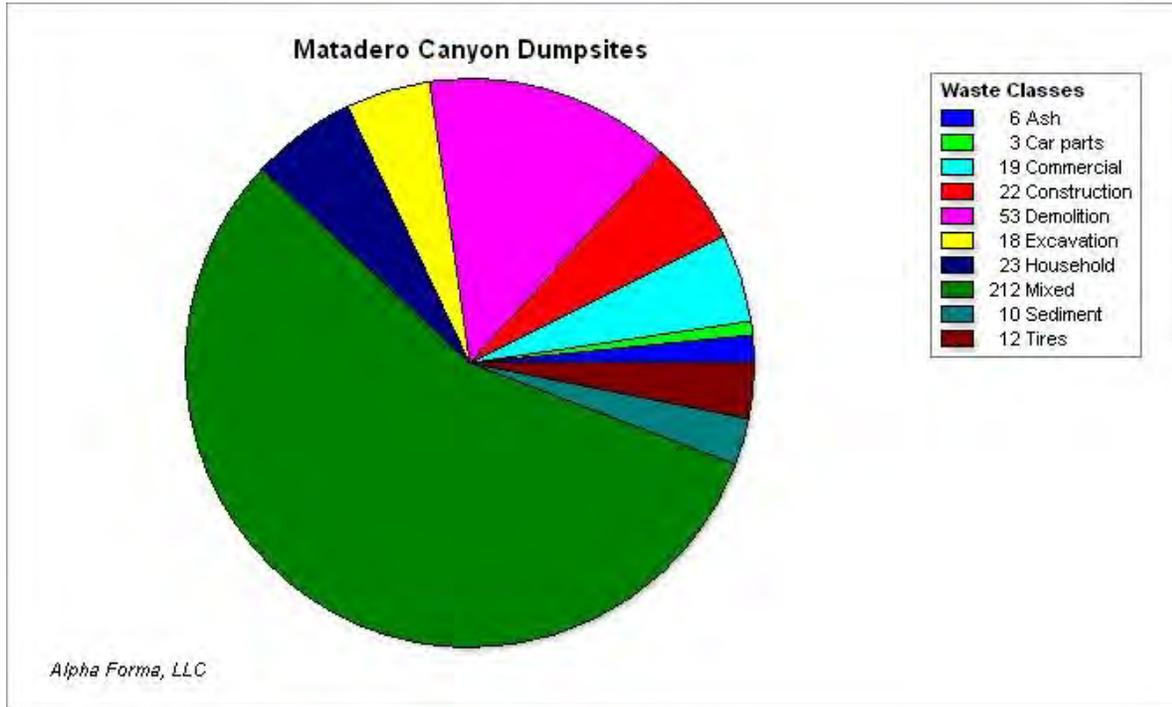
- 1) Los Sauces Canyon Photos (File Folder)
- 2) Matadero Canyon Photos (File Folder)
- 3) Alpha Forma Erosion-Control Gardening Sock Information (pdf)
- 4) BMP workshop curriculum (pdf)
- 5) GNEB advice letter to President (pdf)
- 6) IBERO American University Presentation (pdf)
- 7) Los Sauces Canyon Database (Excel)
- 8) Los Sauces Canyon Map (ArcGIS Map Package)
- 9) Los Sauces Canyon Map (pdf)
- 10) Matadero Canyon Dumpsite Database (Excel)
- 11) Matadero Map (ArcGIS Map Package)
- 12) Matadero Map (pdf)
- 13) Project Base Map (pdf)
- 14) Proposed Community Projects Catalog (pdf)
- 15) Proposed Community Projects Database (Excel)
- 16) SCR-90/Fact Sheet (pdf)
- 17) SCR-90/Tijuana River Valley Legislative Resolution (pdf)
- 18) SEMARNAT Workshop Materials (2 – pdf)
- 19) State of Baja California Work Plan Workshop Materials (3 -pdf)
- 20) Tijuana River Valley Hydrology Map (ArcGIS Map Package)
- 21) Tijuana River Valley Hydrology Map/with Dumpsites (ArcGIS Map Package)
- 22) Tijuana River Valley Topography Map (ArcGIS Map Package)
- 23) Trash Reduction Comic (pdf)
- 24) Trash Reduction Comic Language – Spanish (Excel)
- 25) TRVRT Binational Meeting/Tijuana Minutes (pdf)
- 26) TRVRT Quarterly Meeting Minutes (pdf)



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APENDIX B





Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley

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APPENDIX C

SUMMARY OF FINDINGS					
Economic Indicators	Predominant Locations & Conditions of 75 sites	Predominant Classes of Waste found	Neighborhood reaction to dumping	Neighborhood reaction to study	Government Reaction to study
Unpaved roads prevent effective trash pick-up	Basin ridges with north drainage	Mixed	Hopeful for better services	Curious	Willing to make improvements
Lack of alternatives	Steep slopes	Demolition	Protective	Thankful	Helpful
Industries dumping	Federal land	Household	Angry	Participatory	Invested
Summary Analysis					
<ul style="list-style-type: none"> <li>➤ Matadero Canyon residents are supportive of research efforts and want sites cleaned up.</li> <li>➤ Possible reasons for dumping: expense of proper disposal alternatives and lack of enforcement.</li> <li>➤ Need to improve anti-dumping enforcement mechanisms</li> <li>➤ Need to incorporate a system of fining dumpers</li> </ul>					

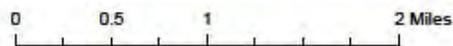
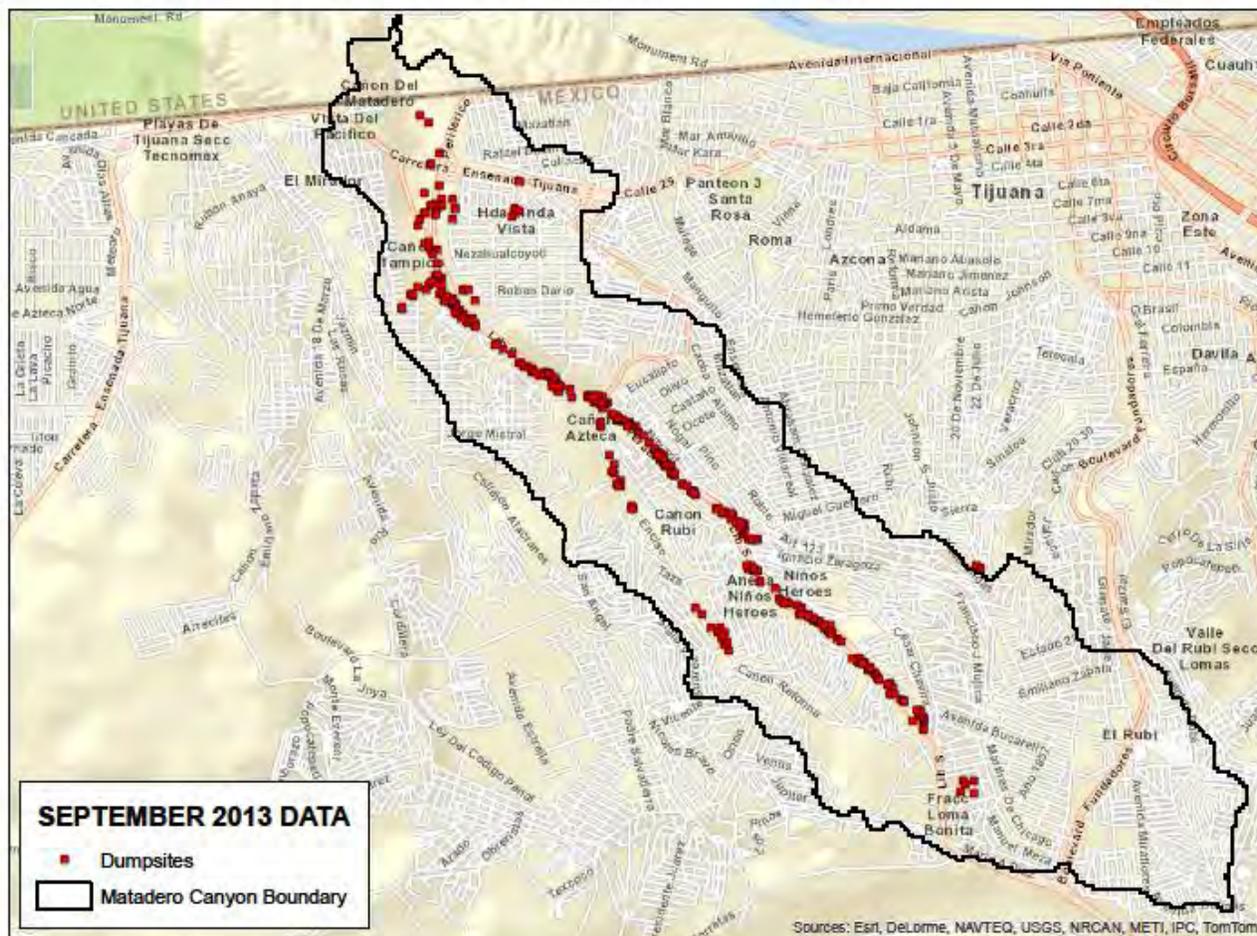


# Detection, Mapping and Communication of Solid Waste Pollution Sources in the Tijuana River Valley

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## APPENDIX D

### Matadero Canyon Dumpsites



Alpha Forma, LLC 2013



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**APPENDIX E**

**MATADERO CANYON PHOTOS**





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LOS SAUCES CANYON PHOTOS





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MEETINGS AND WORKSHOPS





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