



A G E N D A

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



SEPTEMBER 17, 2008

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

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

CLOSED SESSION CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS.

Pursuant to Government Code Section 54956.8:

Property: 754-762 10th Street, Imperial Beach, CA 91932, APN 626-282-14 & 15

Agency Negotiator: City Manager

Negotiating Parties: Rosalio Castro

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

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

REGULAR MEETING CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE & COMMUNITY ANNOUNCEMENTS

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

PRESENTATIONS (1.1)

**1.1* PRESENTATION ON THE SOUTH BAY COMMUNITY CHANGE PROJECT –
PRESENTATION BY INSTITUTE FOR PUBLIC STRATEGIES. (0240-90)**

* No Staff Report.

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

CONSENT CALENDAR (2.1 - 2.5) - All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.

2.1 MINUTES.

City Manager's Recommendation: Approve the minutes of the Workshop Meeting of July 22, 2008 and the Regular City Council Meetings of August 6 and August 20, 2008.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 66936 through 67130 with the subtotal amount of \$1,047,164.85; and Payroll Checks 40053 through 40116 for the pay period ending 08/14/08 and Payroll Checks 40117 through 40184 for the pay period ending 08/28/08 with the subtotal amount of \$333,560.40; for a total amount of \$1,380,725.25.

2.3 RESOLUTION NO. 2008-6672 – AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO. 11-5329R AND PROGRAM SUPPLEMENT AGREEMENT NO. 003-N. (0390-88)

City Manager's Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2008-6673 –AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS – AGREEMENT NO. 00136S. (0390-86)

City Manager's Recommendation: Adopt resolution.

2.5 RESOLUTION NO. 2008-6674 – ADOPTING AN UPDATED APPENDIX TO THE CONFLICT OF INTEREST CODE. (0420-30)

City Manager's Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3.1 - 3.2)

3.1 ORDINANCE NO. 2008-1076 – TO AMEND CHAPTER 1.18 (ADMINISTRATIVE APPEAL PROCEDURES AND TIME LIMITS FOR APPEAL) OF THE IMPERIAL BEACH MUNICIPAL CODE REGARDING APPEALS PROCEDURES FOR CERTAIN ADMINISTRATIVE DECISIONS. (0600-95)

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for introduction of Ordinance No. 2008-1076, amending Chapter 1.18 Administrative Appeal Procedures and Time Limits for Appeal) of the Imperial Beach Municipal Code regarding Appeals Procedures for Certain Administrative Decisions; and
3. City Clerk reads title of Ordinance No. 2008-1076; and
4. Motion to dispense first reading of Ordinance No. 2008-1076 and set the matter for adoption at the next regular City Council meeting of October 1, 2008, and authorize the publication in a newspaper of general circulation.

3.2 ORDINANCE NO. 2008-1075 – MAKING CLARIFYING CHANGES TO TITLE 2 OF THE IMPERIAL BEACH MUNICIPAL CODE. (0410-95)

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for introduction of Ordinance No. 2008-1075, making certain clarifying changes to Title 2 of the Imperial Beach Municipal Code; and
3. City Clerk reads title of Ordinance No. 2008-1075; and
4. Motion to dispense first reading of Ordinance No. 2008-1075 and set the matter for adoption at the next regular City Council meeting of October 1, 2008, and authorize the publication in a newspaper of general circulation.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1 - 5.3)

- 5.1 JIM KENNEDY, PARSONS CORP. FOR OMNIPOINT/T-MOBILE (APPLICANT)/ TORREY PINE MERZIOTIS PROPS. (OWNER); REGULAR COASTAL PERMIT (CP 080015), CONDITIONAL USE PERMIT (CUP 080016), DESIGN REVIEW CASE (DRC 080017), AND SITE PLAN REVIEW (SPR 080018) TO INSTALL A TELECOMMUNICATIONS FACILITY ON A MONOPALM FAUX TREE STRUCTURE LOCATED AT 933 SEACOAST DRIVE IN THE C-2 (SEACOAST COMMERCIAL) ZONE. MF 974. (0600-20)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive public testimony;
3. Close the public hearing; and
4. Adopt Resolution No. 2008-6671, approving Regular Coastal Permit (CP 080015), Conditional Use Permit (CUP 080016), Design Review Case (DRC 080017), and Site Plan Review (SPR 080018), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

- 5.2 PROPOSED PROJECT PROPOSALS FOR THE FISCAL YEAR 2009-2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM. (0650-05)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive public testimony and provide direction; and
3. Continue the public hearing to October 15, 2008.

- 5.3 RESOLUTION NO. 2008-6676 – APPROVAL OF THE FISCAL YEAR 2007-08 ANNUAL REPORT FOR THE JURISDICTIONAL URBAN RUNOFF MANAGEMENT PLAN (JURMP). (0770-65)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive public testimony;
3. Close the public hearing;
4. Direct Annual Report changes as appropriate;
5. Adopt resolution, including corrections, additions or deletions as directed.

REPORTS (6.1 - 6.8)

- 6.1 RESOLUTION NO. R-08-15 – APPROVING STREET IMPROVEMENTS, RDA PHASE 3 (CIP S04-108) INTO TWO SEGMENTS, SEGMENT A AND SEGMENT B AND APPROVING STREET IMPROVEMENTS, RDA PHASE 3 (CIP S04-108) CHANGE ORDER NO. 2. (0720-25)**

City Manager's Recommendation:

1. Receive report;
2. Discuss the concept of splitting the project into Segment A and Segment B; and
3. If City Council concurs with the concept of splitting the project into Segment A and Segment B, adopt resolution.

(Continued on Next Page)

REPORTS (Continued)

- 6.2 RESOLUTION NO. 2008-6677 – AWARDING FIVE CAPITAL IMPROVEMENT PROJECTS DESIGN SERVICES TO BDS ENGINEERING TO WIT; SPORTS PARK MASTER PLAN – BALL FIELD IMPROVEMENTS PROJECT (P05-401), VETERANS PARK MASTER PLAN – YOUTH SOCCER FIELD PROJECT (P03-501), STORM DRAIN INTERCEPTOR AT 8TH AND CALLA PROJECT (D08-101), DAHLIA AVENUE AND 5TH STREET OVERLAY PROJECT (S08-106), AND SIDEWALK INFILL PROJECT (S08-201). (0720-25, 0720-50, 0770-10, 0920-40, 0920-70)**
City Manager's Recommendation:
1. Receive report;
 2. Discuss the elements of the projects listed and provide additional direction to staff if necessary; and
 3. Adopt resolution.
- 6.3 RESOLUTION NO. R-08-159 – APPROVING CHANGE ORDERS NO. 2 AND NO. 3 TO THE OLD PALM AVENUE STREETScape IMPROVEMENT PROJECT (CIP R04-201). (0620-20 & 0720-25)**
City Manager's Recommendation:
1. Receive report; and
 2. Adopt resolution.
- 6.4 RESOLUTION NO. R-08-161 – APPROVING AN AMENDMENT TO THE CLEAN AND GREEN PROGRAM BUDGET. (0640-20)**
City Manager's Recommendation: Adopt resolution.
- 6.5 RESOLUTION NO. R-08-160 – APPROVING AN AMENDMENT TO THE FAÇADE IMPROVEMENT PROGRAM. (0640-20)**
City Manager's Recommendation: Adopt resolution.
- 6.6 XERISCAPE DEMONSTRATION GARDEN – REQUEST FOR PROPOSALS. (0230-70 & 0640-20)**
City Manager's Recommendation: Authorize the issuance of the RFP for the Xeriscape Demonstration Garden at the St. James Lutheran Church.
- 6.7 PROPOSED COLOR CHANGE/PAINTING OF BEACH SEASONAL LIFEGUARD TOWERS. (0150-70 & 0910-40)**
City Manager's Recommendation: Receive report, accept the TAC's recommendations and/or make any additional recommendations as appropriate.
- 6.8 RESOLUTION NO. 2008-6675 – APPROVING AN AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND THE IMPERIAL BEACH SURFBOARD MAKERS HISTORICAL SOCIETY FOR THE INSTALLATION AND DISPLAY OF EIGHT (8) HISTORICAL SURFBOARDS AT THE DEMPSEY HOLDER SAFETY CENTER. (0160-10)**
City Manager's Recommendation:
1. Receive report; and
 2. Adopt resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

MAYOR/COUNCIL REPORTS ON ASSIGNMENTS AND COMMITTEES

ADJOURNMENT

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

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

Copies of this notice were provided on September 11, 2008 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
CITY OF IMPERIAL BEACH)

AFFIDAVIT OF POSTING

I, Jacqueline M. Hald, City Clerk of the City of Imperial Beach, hereby certify that the Agenda for the Regular Meeting as called by the City Council, Redevelopment Agency, Planning Commission, and Public Financing Authority of Imperial Beach was provided and posted on September 11, 2008. Said meeting to be held at 5:30 p.m. September 17, 2008, in the Council Chambers, 825 Imperial Beach Boulevard, Imperial Beach, California. Said notice was posted at the entrance to the City Council Chambers on September 11, 2008 at 11:45 a.m.

Jacqueline M. Hald, CMC
City Clerk

DRAFT

MINUTES

Item 2.1

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

JULY 22, 2008

**Community Room
(behind Council Chambers at City Hall)
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

WORKSHOP – 9:00 A.M.

WORKSHOP CALL TO ORDER BY MAYOR

MAYOR JANNEY called the Workshop meeting to order at 9:00 a.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Winter, Bragg
Councilmembers absent:	McLean
Mayor present:	Janney
Mayor Pro Tem present:	McCoy
Staff present:	City Manager Brown; City Attorney Lough; City Clerk Hald

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

None.

REPORTS

1. 5-YEAR CIP PLAN TIMELINE. (0330-95)

CITY MANAGER BROWN reported that a CIP development plan timeline was provided.

Council expressed concern about funding projects from the General Fund that do not generate revenue and create additional maintenance; they discussed borrowing future TransNet Funds to complete more or larger projects; currently 30% of TransNet funds is allocated to the Street Maintenance O&M Budget, staff will work on a waiver to increase allocation above 30%; CIP will go into effect in July 2009 and City Council would have six months to decide whether or not to go out for a bond.

2. WATER CONSERVATION. (0230-70)

PUBLIC WORKS DIRECTOR LEVIEN reported that he submitted a grant application to the State for \$250,000 to be used towards xeriscape landscaping.

Discussion ensued regarding use of artificial turf for the parkways, including the use of it in the Clean & Green program; interest expressed by St. James Church to install xeriscape in their corner lot; exploring the use of the Smart Water System (satellite watering system that works with data from NOAA) for watering needs; discussion ensued regarding the cost benefit of artificial turf; Consensus of City Council present for staff to look into artificial turf for a soccer field at Veterans Park and xeriscape for the front of City Hall.

3. SCULPTURE FOR CITY HALL. (1000-10)

A majority of City Council supported staff to explore placement of the "One with the Wave" at Triangle Park rather than at City Hall; a suggestion offered was to use the fountain as a base for the art sculpture.

4. SAND REPLENISHMENT UPDATE. (0220-70)

COMMUNITY DEVELOPMENT DIRECTOR WADE gave an update on the following projects:

- Army Corps project - he noted that the unfunded portion is the construction funds from the Federal government; since this project is not in the Energy and Water Appropriations Bill, he suggested that the contract with Marlowe & Company be terminated until the end of this year; he is looking into reappropriating the \$4.2 million from the State;
- Moffatt & Nichol who was hired by SANDAG to work on the Regional Sediment Management Plan - conducted a workshop in Imperial Beach on June 12; they are supportive of a submerged sand retention reef that would help to maintain sand and also create active surf breaks; the Fate and Transport Study is at the 100% construction drawing phase;
- SCOUN Project – the MND has been approved in several jurisdictions, approval will come before City Council in August; several permits need to be approved before placement of sand south of Imperial Beach Blvd.

Discussion ensued regarding obtaining a lobbyist in Sacramento to push for legislation to reallocate the \$4.2 million, as well as work on obtaining funding for other projects; discussion ensued regarding quotes for several lobbyists rather than focusing on one.

5. A PROPOSED AFFORDABLE HOUSING PROJECT WITH SOUTH BAY COMMUNITY SERVICES FOR A TRANSITIONAL LIVING PROGRAM FOR FORMER FOSTER CARE INDIVIDUALS. (0660-15)

REDEVELOPMENT COORDINATOR SELBY reported on the project and the displacement of the current residents.

City Council expressed concern regarding displacement of all of the residents as they are not children of the foster program; Council expressed concern about the placement of the facility in Imperial Beach; it was also noted that the transiency occupancy rate is already high in this city.

PAT HUTCHINS announced that the County conducted a rehabilitation loan program in Imperial Beach where the County advanced the money for rehabilitation of properties interest free for ten years; the properties are low income housing where the rent and income levels were set by HUD; those units will be ready again next year.

A majority of City Council was not in support of this type of project anywhere in Imperial Beach.

6. BUDGET. (0330-30)

CITY MANAGER BROWN gave a brief update on the State budget; they are considering the taking of redevelopment money.

7. REVIEW OF CITY COUNCIL GOALS AND SURVIVAL PLAN. (0100-10 & 0620-90)

MAYOR JANNEY announced he and City Manager Brown will meet with the superintendents of both school districts and one of the issues to be discussed is the need for tennis courts.

COUNCILMEMBER WINTER submitted a copy of an article entitled, "Can You Afford Green Power?" from the American City & County Magazine.

CITY MANAGER BROWN announced the SDG&E study will be brought forward soon.

REPORTS OF MAYOR AND COUNCILMEMBERS

None.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 11:07 a.m.

James C. Janney, Mayor

Jacqueline M. Hald, CMC
City Clerk

DRAFT

MINUTES

Item 2.1

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

AUGUST 6, 2008

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

REGULAR MEETING – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

MAYOR JANNEY called the Regular Meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers present:	Winter, McLean, Bragg
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	McCoy

Staff present:	City Manager Brown; City Attorney Lough; City Clerk Hald
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PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

None.

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE & COMMUNITY ANNOUNCEMENTS

COUNCILMEMBER BRAGG reported attendance at the Heartland Communications Facility Authority meeting and announced Louie "Chip" Yarborough was hired as the new Director of Communications.

COUNCILMEMBER MCLEAN announced Gordy Shields, who is well known for his advocacy and efforts on the Bayshore Bikeway Committee, is ill; he announced the I.B. Chamber of Commerce's Triathlon/Duathlon is scheduled for August 24; and he reported on the First Friday breakfast where Jill Kintner, an Olympic BMX athlete, and Tracy Lamb, Director of the Olympic Training Center, were speakers.

MAYOR PRO TEM MCCOY spoke about the upgrades that were made at Teeple Park.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

MICHAEL BURGESS expressed concern about automobile traffic and high level of speed traveled on California Street; in order to help alleviate the problem, he requested the installation of a four-way stop sign at California Street and Fern Avenue.

MAYOR PRO TEM MCCOY suggested that he talk to Public Safety Director Sotelo and have the item presented to Traffic Safety Committee.

MAYOR JANNEY referred the matter to the City Manager and requested a report back to City Council.

JOHN WARNER expressed concern about the lack of recognition of Imperial Beach's surfing heritage in the proposed outdoor surfboard museum on Old Palm Ave. (additional speaking time donated by JEFF KNOX).

MAYOR JANNEY referred the matter to City Manager Brown.

PRESENTATIONS (1.1 - 1.2)

1.1 PRESENTATION OF PROCLAMATION – LITTLE LEAGUE VOLUNTEERS. (0410-30)

MAYOR JANNEY presented a proclamation to Little League President Juan Rodriguez, Incoming President James Johnson and Field Director Dave King.

1.2 SWEETWATER UNION HIGH SCHOOL DISTRICT UPDATE. (1010-20)

SUPERINTENDENT JESUS GANDARA gave a PowerPoint presentation on the scope of work to be performed at Mar Vista High School, the green building elements to make Mar Vista High School energy efficient, and the costs; he also reported on the low dropout rate at Mar Vista High school compared to the rates of the State and San Diego County; he responded to questions of Council regarding potential tennis courts for the community; limited funding for swimming pools; grant money would be sought for a synthetic field; with regard to technology in the classrooms, he stated that Cox Communications would install fiber optics and funds from Microsoft allowed for placement of computers in the classrooms; and infrastructure for future technology will be included in construction.

CONSENT CALENDAR (2.1 - 2.6)

MAYOR PRO TEM MCCOY noted a large payment was made to the County Sheriff for law enforcement services.

MOTION BY WINTER, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.6. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES.

Approved the minutes of the Regular City Council Meeting of July 16, 2008.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 66713 through 66849 with the subtotal amount of \$2,769,153.52; and Payroll Checks 39856 through 39920 for the pay period ending 07/03/08 with the subtotal amount of \$182,664.09 and Payroll Checks 39921 through 39987 for the pay period ending 07/17/08 with the subtotal amount of \$194,311.90; for a total amount of \$3,146,129.51.

2.3 RESOLUTION NO. 2008-6663 – SALE OF SURPLUS PROPERTY. (0380-45)

Adopted resolution.

2.4 RESOLUTION NO. 2008-6664 – AUTHORIZING STAFF TO RECEIVE SUMMARY BACKGROUND REPORTS. (0390-40)

Adopted resolution.

2.5 RATIFICATION OF LETTER – PROTECT PROPOSITION 42 FUNDING IN THE FY 2008-09 STATE BUDGET. (0460-20)

Ratified July 14, 2008 letter to Governor Arnold Schwarzenegger and the Members of the California State Senate and Assembly.

2.6 RESOLUTION NO. 2008-6662 – APPROVING THE JOB DESCRIPTION AND SALARY RANGE FOR BUILDING/CODE COMPLIANCE SPECIALIST AND AMENDING THE SALARY AND COMPENSATION PLAN ACCORDINGLY. (0510-20 & 0520-75)

Adopted resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR

None.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4.1)

4.1 ORDINANCE NO. 2008-1073 – AMENDING CHAPTER 2.12 (CITY COUNCIL PROCEDURES). (0410-95)

CITY MANAGER BROWN introduced the item.

MAYOR PRO TEM MCCOY raised concern about time limits and whether time could be extended or decreased; she expressed concern about impeding free speech.

CITY ATTORNEY LOUGH responded by saying the time limit presented would be the default time; time could be extended either at the discretion of the Mayor or by majority vote; he stated that he would review decreasing time by a majority vote of the Council and that opponents/proponents would be treated equally.

MAYOR JANNEY called for the reading of the title of Ordinance No. 2008-1073.

CITY CLERK HALD read the title of Ordinance No. 2008-1073, an Ordinance of the City Council of the City of Imperial Beach, California, amending Chapter 2.12 of the Imperial Beach Municipal Code (City Council Procedures) to make technical and clarifying changes;

MOTION BY WINTER, SECOND BY MCCOY, TO DISPENSE THE SECOND READING AND ADOPT ORDINANCE NO. 2008-1073 BY TITLE ONLY WITH THE CONDITION THAT SECTION 2.12.150 #10 BE BROUGHT BACK FOR REVISION AND DISCUSSION. MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1 - 6.4)

MAYOR JANNEY called for a recess at 7:21 p.m. and reconvened the meeting to Open Session at 7:26 p.m.

6.1 RESOLUTION NO. R-08-157 – AUTHORIZING LOAN AGREEMENT WITH BEACHWIND COURT, L.P. FOR THE ACQUISITION AND REHABILITATION OF 624 12TH STREET. (0640-20)

CITY MANAGER BROWN introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE gave a PowerPoint presentation on the item and responded to concerns of Council regarding energy conservation, standards for which are contained under Title 24 of the California Building Standards Code.

ERIN AUTRY, of Chelsea Investment Corp., stated the application for tax exempt bond financing included water conserving features such as dual flush toilets, low and no VOC paints, cabinetry, carpets and adhesives.

MOTION BY MCLEAN, SECOND BY WINTER, TO ADOPT RESOLUTION NO. R-08-157 – APPROVING AN LOAN AGREEMENT WITH CHELSEA INVESTMENT CORPORATION FOR THE ACQUISITION AND REHABILITATION OF 624 12TH STREET. MOTION CARRIED UNANIMOUSLY.

COMMUNITY DEVELOPMENT DIRECTOR WADE stated that staff would return with code modifications regarding energy efficiency/conservation by the end of the year.

6.2 RESOLUTION NO. 2008-6661 – APPROVING THE FINAL MITIGATED NEGATIVE DECLARATION (MND) FOR AND ADOPTION OF THE SAND COMPATIBILITY AND OPPORTUNISTIC USE PROGRAM (“SCOUP”). (0220-70)

COUNCILMEMBER WINTER announced she had a potential conflict of interest on the item due to her employment and left Council Chambers at 7:43 p.m.

CITY MANAGER BROWN introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE gave a Power Point presentation on the item; in response to Council’s concerns, he state that trained consultants would monitor for grunion and Pismo clams; sand would be from natural sources and not manufactured; and noted that placement of Pressure Equalization Modules (PEMs) are best employed with an ongoing program of beach renourishment.

MOTION BY BRAGG, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2008-6661 – APPROVING THE FINAL MITIGATED NEGATIVE DECLARATION (MND) FOR AND ADOPTING THE SAND COMPATIBILITY AND OPPORTUNISTIC USE PROGRAM (“SCOUP”). MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	MCLEAN, BRAGG, MCCOY, JANNEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
DISQUALIFIED:	COUNCILMEMBERS:	WINTER (DUE TO A POTENTIAL CONFLICT OF INTEREST)

COUNCILMEMBER WINTER returned to Council Chambers at 8:05 p.m.

6.3 RESOLUTION NO. 2008-6660 – AWARDDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – ANNUAL SLURRY SEAL PROJECT (CIP #S07-102). (0720-25)

CITY MANAGER BROWN introduced the item.

CITY ATTORNEY LOUGH noted that due to the size of the project, the “public generally” rule applies and therefore there are no conflicts on the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a PowerPoint presentation on the item.

MOTION BY MCCOY, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2008-6660 – AWARDDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – ANNUAL SLURRY SEAL PROJECT (CIP# S07-102). MOTION CARRIED UNANIMOUSLY.

6.4 RESOLUTION NO. 2008-6659 – APPROVING THE AMENDMENT OF COUNCIL POLICY 801: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR FACILITIES AND ADOPTING AMENDED APPLICATION, PROCEDURES, FEES AND GUIDELINES. (0910-95 & 0930-95)

CITY MANAGER BROWN introduced the item.

MANAGEMENT ANALYST HERNANDEZ gave a report on the item.

PUBLIC SAFETY DIRECTOR SOTELO responded to concerns regarding individuals cordoning off public park areas for personal use; staff will look into the matter.

MOTION BY MCCOY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2008-6659 – APPROVING THE AMENDMENT OF COUNCIL POLICY 801: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR FACILITIES AND ADOPTING THE AMENDED APPLICATION PROCEDURES, FEES AND GUIDELINES. MOTION CARRIED UNANIMOUSLY.

MAYOR/COUNCIL REPORTS ON ASSIGNMENTS AND COMMITTEES

COUNCILMEMBER MCLEAN spoke about Ron Simms, County Leader of the Year, on the cover of American City & County magazine.

MAYOR PRO TEM MCCOY reported on the Borders Committee meeting at SANDAG where they received information on the remaking of the San Ysidro point of entry; she expressed concern about it not being people friendly, especially to pedestrians.

CITY MANAGER BROWN announced pile driving would begin soon.

COMMUNITY DEVELOPMENT DIRECTOR WADE responded to concerns regarding notices sent to residents regarding pile driving.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 8:19 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, CMC
City Clerk

DRAFT

MINUTES

Item 2.1

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

AUGUST 20, 2008

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

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

CLOSED SESSION MEETING CALL TO ORDER

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

ROLL CALL

Councilmembers present: Winter, McLean, Bragg
Councilmembers absent: None
Mayor present: Janney
Mayor Pro Tem present: McCoy

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

CLOSED SESSION

MOTION BY MCLEAN, SECOND BY MCCOY, TO ADJOURN TO CLOSED SESSION UNDER:

THREAT TO PUBLIC SERVICES OR FACILITIES

Pursuant to Government Code Section 54957
Consultation with San Diego County Sheriff's Captain Miller and City of Imperial Beach
Public Safety Director Sotelo

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a)
Name of Case: Nadine G. Braudaway vs. City of Imperial Beach
Case No. 37-2007-00076449-CU-EI-SC

CONFERENCE WITH LEGAL COUNSEL – THREATENED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(b)
Number of potential cases: 1

MOTION CARRIED UNANIMOUSLY.

MAYOR JANNEY adjourned the meeting to Closed Session at 5:01 p.m. and he reconvened the meeting to Open Session at 6:00 p.m. Reporting out of Closed Session, MAYOR JANNEY announced Council met earlier in Closed Session, received information from staff, and had nothing to report.

REGULAR MEETING CALL TO ORDER

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

ROLL CALL

Councilmembers present:	Winter, McLean, Bragg
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	McCoy

Staff present:	City Manager Brown; City Attorney Lough; City Clerk Hald
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PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

COUNCILMEMBER BRAGG announced that she had a potential conflict of interest on Item No. 6.1 due to her place of employment and requested that the item be moved to the end of the agenda.

MOTION BY MCLEAN, SECOND BY WINTER, TO MOVE ITEM NO. 6.1 – SEACOAST INN UPDATE TO THE END OF THE AGENDA. MOTION CARRIED UNANIMOUSLY.

MOTION BY MCCOY, SECOND BY WINTER, TO TAKE ITEM NO. 6.4 – APPOINTMENT OF IMPERIAL BEACH REPRESENTATIVE TO THE PORT OF SAN DIEGO’S PUBLIC ART COMMITTEE IMMEDIATELY AFTER THE CONSENT CALENDAR. MOTION CARRIED UNANIMOUSLY.

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE & COMMUNITY ANNOUNCEMENTS

In accordance with AB 1234, COUNCILMEMBER WINTER announced attendance at the League of California Cities Legislative Action Committee and Executive Committee meetings on August 11.

COUNCILMEMBER MCLEAN called for volunteers to assist with the Chamber of Commerce upcoming triathlon/duathlon; and he announced Bike the Bay is scheduled for September 7.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

JUNE ENGLE, new I.B. Library Branch Manager, introduced herself and requested Council volunteer to be judges at the Teen Advisory Group (TAG) Costume Contest in October.

ALBERT KNECHT requested a response to his request for cement to complete the sidewalk/driveway in front of his house; he questioned the City Attorney if there were a statute of limitation for fraud.

CITY MANAGER BROWN stated that he sent a letter to Mr. Knecht in response to his initial request for concrete stating that the request was not in accord with the settlement approved by the court; the City Attorney generated a similar response to Mr. Knecht's second request; he summarized that Mr. Knecht can obtain and receive a permit for construction and building of his driveway entrance at no cost, the City is not to build it, and the City paid Mr. Knecht \$20,000 for the damage to one tree; the bottom line is that the City does not have to provide the materials requested by Mr. Knecht.

CITY ATTORNEY LOUGH stated that the City has upheld the court's decision; Mr. Knecht can go back to court to ask for an interpretation.

PRESENTATIONS (1.1 - 1.4)

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

MAYOR JANNEY presented the Recycle All-Star Award Certificate and used oil-recycling premiums to Eleanor Teagle.

MARCO TOPETE, of EDCO, presented the \$100.00 check to Ms. Teagle.

1.2 PRESENTATION OF PROCLAMATION TO GAIDI FINNIE IN RECOGNITION OF SERVICE ON THE PORT OF SAN DIEGO'S PUBLIC ART COMMITTEE. (0150-70)

CITY COUNCIL thanked Gaidi Finnie for his years of service to the community.

DIANE ROSE, former Mayor, thanked Gaidi Finnie for his years of service to the community.

MAYOR JANNEY presented a proclamation to Gaidi Finnie for his service on the Port of San Diego's Public Art Committee.

GAIDI FINNIE gave a PowerPoint presentation on the "One with the Wave" art piece that has been donated to the City.

MAYOR JANNEY called a recess at 6:20 p.m. and reconvened the meeting to Open Session at 6:26 p.m.

1.3 PRESENTATION BY DR. CAROL PARISH, SUPERINTENDENT AND SCOTT BUXBAUM, ASST. SUPERINTENDENT OF BUSINESS OF SOUTH BAY UNION SCHOOL DISTRICT – PROPOSITION X THE SOUTH BAY UNION SCHOOL DISTRICT GENERAL OBLIGATION BOND OF 2008. (0460-20 & 1010-20)

DR. CAROL PARISH, Superintendent of South Bay Union School District, introduced the item and requested Council's support of the resolution.

SCOTT BUXBAUM, Assistant Superintendent, gave a PowerPoint presentation regarding Proposition X; he noted that the district ranks at the bottom for bond dollar passed per student; he spoke of the need to improve facilities and due to age, bring them up to today's standards and up to others in California, and ensure functionality for future generations; he indicated that Proposition X is a general obligation bond for \$59.4 million, it needs 55% approval to pass, the cost would be \$30 per year per \$100,000 of assessed valuation, and an independent citizens' oversight committee would be established to ensure the funds are properly spent.

1.4 PRESENTATION BY BRIDGETT REID, PORT OF SAN DIEGO, ENGINEER – PIER INSPECTION RESULTS. (0150-70 & 0920-20)

BRIDGETT REID, Associate Engineer of the Port of San Diego, introduced the item.

MATTHEW MARTINEZ, of Blaylock Engineering Group, gave a PowerPoint presentation on the inspection, assessment and the planned repair project for the Imperial Beach fishing pier; he responded to concerns raised regarding the two-inch forced main and whether it is sufficient for future usage (not just meeting today's capacity but extra capacity for future use); he commented the boat landing would be refurbished.

MAHMOUD AKHAVAIN, Manager in the Engineering/Construction Department at the Port of San Diego; added that the refurbishment and maintenance of the boat landing has been included in the program; the refurbishment would include replacement of 20% of the planks (approximately 1 in 5 planks) and replacement of the four-inch gravity line; he noted that during construction, they would try to minimize interruptions and keep the pier open at all times; he reported that \$1.1 million was budgeted for the repairs and soft costs; however, the cost will actually be closer to \$1.6 million. Port staff will try to find additional funding.

PORT CHAIRMAN BIXLER stated the repair and maintenance of the pier is under the Port's capital asset budget; the budget for the service contract with the City is handled under a different budget.

CONSENT CALENDAR (2.1 - 2.3)

A revised staff report and resolution were submitted as Last Minute Agenda Information for Item No. 2.2.

COUNCILMEMBER WINTER announced she had a potential conflict of interest on Item No. 2.2 due to her place of employment.

MOTION BY MCLEAN, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 AND 2.3. MOTION CARRIED UNANIMOUSLY.

2.1 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 66850 through 66935 with the subtotal amount of \$383,929.72; and Payroll Checks 39988 through 40052 for the pay period ending 07/31/08 with the subtotal amount of \$162,107.07; for a total amount of \$546,036.79.

2.3 RESOLUTION NO. 2008-6670 – SUPPORTING PROPOSITION X – THE SOUTH BAY UNION SCHOOL DISTRICT GENERAL OBLIGATION BOND OF 2008. (0460-20 & 1010-20)

Adopted resolution.

WITH REGARD TO CONSENT CALENDAR ITEM NO. 2.2, MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	MCLEAN, BRAGG, MCCOY, JANNEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
DISQUALIFIED:	COUNCILMEMBERS:	WINTER (DUE TO A POTENTIAL CONFLICT OF INTEREST)

2.2 RESOLUTION NO. 2008-6668 – REQUESTING A LETTER OF AUTHORIZATION FOR THE SOUTHWEST WETLANDS INTERPRETIVE ASSOCIATION’S (SWIA) 2008 GRANT APPLICATION FOR THE WEST COAST ESTUARIES INITIATIVE FOR THE CALIFORNIA COAST. (0150-40)

Adopted resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR

None.

REPORTS (6.4)

6.4 APPOINTMENT OF IMPERIAL BEACH REPRESENTATIVE TO THE PORT OF SAN DIEGO’S PUBLIC ART COMMITTEE. (0150-70)

CITY MANAGER BROWN introduced the item.

MAYOR JANNEY recommendation the nomination of Eugene Kocherga for appointment.

PORT CHAIRMAN BIXLER supported the Mayor’s recommendation.

MOTION BY MCLEAN, SECOND BY BRAGG, TO RECOMMEND THE NOMINATION OF EUGENE KOCHERGA AS THE NEW IMPERIAL BEACH REPRESENTATIVE TO FILL A THREE-YEAR TERM ON THE PORT OF SAN DIEGO’S PUBLIC ART COMMITTEE. MOTION CARRIED UNANIMOUSLY.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

3.1 DISCUSSION ON PET CHICKENS AND THE INTRODUCTION AND FIRST READING OF PROPOSED ORDINANCE NO. 2008-1074 AMENDING SECTIONS 19.04.415 OF THE ZONING ORDINANCE CHANGING THE DEFINITION OF “HOUSEHOLD PETS” AND AMENDING CHAPTER 6.04 OF THE ANIMALS ORDINANCE ALLOWING HEN CHICKENS WITH RESTRICTIONS AMENDING SECTIONS 6.04.020, 6.04.030, AND 6.04.130 AND ADDING SECTION 6.04.035. (0200-95)

CITY MANAGER BROWN introduced the item.

CODE COMPLIANCE OFFICER GARCIAS gave a PowerPoint presentation on the item.

MIKE MCCOY spoke in support of the ordinance and recommended no more than three and no less than two chickens.

CHRIS REDNER spoke in opposition to the ordinance.

MIKE BIXLER spoke in opposition to the ordinance.

MAYOR PRO TEM MCCOY AND COUNCILMEMBERS BRAGG AND WINTER spoke in support of the ordinance.

MAYOR JANNEY AND COUNCILMEMBER MCLEAN spoke in opposition to the ordinance.

MAYOR JANNEY called for the reading of the title of Ordinance No. 2008-1074.

CITY CLERK HALD read the title of Ordinance No. 2008-1074, an Ordinance of the City Council of the City of Imperial Beach, California, amending Section 19.04.415 of the Zoning Ordinance, changing the definition of “Household Pets,” amending Chapter 6.04 of the Animals Ordinance, allowing hen chickens with restrictions by amending Sections 6.04.020, 6.04.030, and 6.04.130 and adding Section 6.04.035.

COUNCILMEMBER WINTER supported limiting the number of chickens to a maximum of three.

COUNCILMEMBER BRAGG spoke about the need to be a responsible pet owner.

MAYOR PRO TEM MCCOY supported limiting the number of chickens to a maximum of three.

COMMUNITY DEVELOPMENT DIRECTOR WADE clarified that in the draft ordinance chickens would only be allowed in the R-1-6000 zone on lots of 5,000 square feet or greater; there are no regulations that require chickens to be vaccinated and there is nothing specific to preclude the slaughtering of chickens, although it may be regulated by the State.

COUNCILMEMBER WINTER requested that vaccinations be required.

CITY ATTORNEY LOUGH stated that an ordinance with modifications pertaining to slaughtering and vaccinating of chickens would be brought forward at a later date.

MOTION BY MCCOY, SECOND BY BRAGG, TO DISPENSE THE FIRST READING OF ORDINANCE NO. 2008-1074. MOTION CARRIED UNANIMOUSLY.

MOTION BY MCCOY, SECOND BY WINTER, TO AMEND ORDINANCE NO. 2008-1074 UNDER SECTION 6.04.035(A)1 "A MAXIMUM OF THREE (3) HEN CHICKENS...", SET THE MATTER FOR ADOPTION AT THE REGULAR CITY COUNCIL MEETING OF OCTOBER 15, 2008, AND APPROVE THE AMENDMENTS; AND AUTHORIZE THE PUBLICATION IN A NEWSPAPER OF GENERAL CIRCULATION. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	WINTER, BRAGG, MCCOY
NOES:	COUNCILMEMBERS:	MCLEAN, JANNEY
ABSENT:	COUNCILMEMBERS:	NONE

PUBLIC HEARINGS (5.1)

5.1 JIM KENNEDY, PARSONS CORP. FOR T-MOBILE (APPLICANT)/PREBYS CONRAD TRUST (OWNER); CONDITIONAL USE PERMIT (CUP 070079), DESIGN REVIEW CASE (070080), AND SITE PLAN REVIEW (SPR 070081) TO INSTALL A TELECOMMUNICATIONS FACILITY ON A MULTI-FAMILY RESIDENTIAL APARTMENT BUILDING LOCATED AT 1471 GROVE AVENUE IN THE R-2000 (MEDIUM-DENSITY RESIDENTIAL) ZONE. MF 961. (0600-20)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

ASSOCIATE PLANNER FOLTZ gave a PowerPoint presentation on the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE responded to Council's concerns regarding location of the facility and compliance with FCC regulations.

CITY ATTORNEY LOUGH noted that this item resolves a significant gap of coverage and he can bring back an ordinance amendment to require applicants to provide detail in the gap of coverage issues.

COUNCILMEMBER WINTER expressed concern about the proliferation of facilities and submitted for the record a document entitled, "Towers and Wireless Facilities – What Communities Should Control"; she requested that all the items on the list be considered.

JIM KENNEDY, representing T-Mobile, reported on how this particular location was selected and the architectural design; he noted that each wireless carrier operates with its own license and endeavors to bring its network to municipalities; there is a limited number of carriers so the City should not see an endless proliferation of facilities; the facilities are becoming data hubs for wireless facilities which is the next wave of technology; he responded to questions regarding co-location; the system to be installed will be compliant with the e-911 Federal mandate; there are a couple more projects that will be brought forward for City Council's review in the near future.

MAYOR PRO TEM MCCOY also spoke in support of an ordinance amendment to control the proliferation of the facilities.

MAYOR JANNEY closed the public hearing.

MOTION BY WINTER, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2008-6666, APPROVING CONDITIONAL USE PERMIT (CUP 070079), DESIGN REVIEW CASE (070080), AND SITE PLAN REVIEW (SPR 070081), WHICH MAKES THE NECESSARY FINDINGS AND PROVIDES CONDITIONS OF APPROVAL IN COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS. MOTION CARRIED UNANIMOUSLY.

5.2 JIM KENNEDY, PARSONS CORP. FOR T-MOBILE (APPLICANT)/CHINO INDUSTRIAL PARK (OWNER); REGULAR COASTAL PERMIT (CP 070085), CONDITIONAL USE PERMIT (CUP 070086), DESIGN REVIEW CASE (DRC 070087), AND SITE PLAN REVIEW (SPR 070088) TO INSTALL A TELECOMMUNICATIONS FACILITY ON A BROADLEAF FAUX TREE STRUCTURE LOCATED AT 750 13th STREET IN THE C-1 (GENERAL COMMERCIAL) ZONE. MF 963. (0600-20)

MAYOR JANNEY declared the public hearing open.

ASSOCIATE PLANNER FOLTZ gave a PowerPoint presentation on the item.

MAYOR JANNEY closed the public hearing.

MOTION BY BRAGG, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2008-6667, APPROVING REGULAR COASTAL PERMIT (CP 070085), CONDITIONAL USE PERMIT (CUP 070086), DESIGN REVIEW CASE (DRC 070087), AND SITE PLAN REVIEW (SPR 070088), WHICH MAKES THE NECESSARY FINDINGS AND PROVIDES CONDITIONS OF APPROVAL IN COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS. MOTION CARRIED UNANIMOUSLY.

REPORTS (6.2 - 6.3 & 6.5 - 6.7)

6.2 STATE BUDGET. (0150-30 & 0460-20)

CITY MANAGER BROWN reported on the item; he noted the State is attempting to balance their budget on the backs of local governments; he announced that at 5:32 p.m. tonight, the Governor proposed that 5% of the RDA tax increment money be shifted to Educational Revenue Augmentation Fund (ERAF); the proposal does not borrow from Prop 1A property tax nor does it borrow from Prop 42 transportation funds.

MOTION BY MCCOY, SECOND BY WINTER, TO ADOPT RESOLUTION NO. 2008-6669, OPPOSING FISCALLY IRRESPONSIBLE STATE BUDGET DECISIONS THAT WOULD "BORROW" LOCAL GOVERNMENT, REDEVELOPMENT AND TRANSPORTATION FUNDS.

Council discussion ensued regarding how or if the money would be paid back and issues regarding future bonding.

VOTES WERE NOW CAST ON ORIGINAL MOTION BY MCCOY, SECOND BY WINTER, TO ADOPT RESOLUTION NO. 2008-6669, OPPOSING FISCALLY IRRESPONSIBLE STATE BUDGET DECISIONS THAT WOULD "BORROW" LOCAL GOVERNMENT, REDEVELOPMENT AND TRANSPORTATION FUNDS. MOTION CARRIED UNANIMOUSLY.

6.3 DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE – SEPTEMBER 24-27. (0140-10)

CITY MANAGER BROWN introduced the item.

MOTION BY MCCOY, SECOND BY MCLEAN, TO DESIGNATE COUNCILMEMBER WINTER AS VOTING DELEGATE AND COUNCILMEMBER MCLEAN AS VOTING ALTERNATE FOR THE 2008 LEAGUE ANNUAL CONFERENCE. MOTION CARRIED UNANIMOUSLY.

6.5 CITY COUNCIL PROCEDURES (ORDINANCE NO. 2008-1073): DISCUSSION RE: SETTING PUBLIC SPEAKING TIME LIMITS. (0410-95)

CITY MANAGER BROWN introduced the item and a memorandum written by him was submitted as Last Minute Agenda Information; he reported that, in summary, the Mayor can designate time for speakers and Council can give a speaker more or less time by a majority vote.

Consensus of City Council to have the City Attorney bring the item back for City Council's review.

6.1 SEACOAST INN UPDATE. (0660-43)

COUNCILMEMBER BRAGG had a potential conflict of interest on the item as her place of employment is within 500 feet of the project, and she left Council Chambers at 8:52 p.m.

CITY MANAGER BROWN introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE reported that an all-hands meeting was recently held to facilitate the construction document preparation phase of the project, which will hopefully decrease the amount of time City staff would have to review the permit submittal, decrease the amount of time for subsequent plan checks, and also expedite the building permit issuance process; additional meetings would take place at the 50% and 90% construction document phases; an updated schedule was received today and noted that demolition of the existing hotel will not take place by the end of the year as anticipated but rather by February 16, 2009.

MAYOR JANNEY expressed extreme disappointment with the change in demolition date from October 2008 to February 2009. He insisted that Mr. Israni give him a call within 24 hours.

ALLISON ROLFE, Project Manager for Pacifica, responded that the delay was due to contract negotiation problems but affirmed that she would do everything in her power to keep everyone to the new schedule; the delay would not affect the grand opening date of April 2010; she also added that, due to financial reasons, it made sense to keep the hotel operational through December.

MAYOR/COUNCIL REPORTS ON ASSIGNMENTS AND COMMITTEES

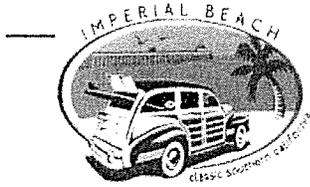
COUNCILMEMBER WINTER reported on the last Metro Commission meeting; she expressed concern about proposed changes to the California State Ocean Plan that could affect the Commission's eligibility for a waiver; she noted that she can get a hold of someone to give a presentation on smart water technology; and she reported that a new source of water under the City of San Diego is being explored.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 9:19 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, CMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY R. BROWN, CITY MANAGER

MEETING DATE: September 17, 2008

ORIGINATING DEPT.: Michael McGrane *mm*
Finance Director

SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

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

Vendor	Warrant	Amount	Explanation
CITY OF SAN DIEGO	67001	\$484,836.00	FY 09 1 ST Qtr.Metro Sewer

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

WARRANT # DATE AMOUNT

Accounts Payable:

66936	08/12/08	15,000.00
66937-66997	08/14/08	148,634.63
66998-67041	08/21/08	652,674.21
67042-67088	08/28/08	85,141.86
67089	09/03/08	6,105.66
67090-67130	09/05/08	139,608.49
		\$ 1,047,164.85

Payroll Checks:

40053-40116	P.P.E. 08/14/08	169,743.67
40117-40184	P.P.E. 08/28/08	<u>163,816.73</u>
		<u>333,560.40</u>
	TOTAL	\$ <u>1,380,725.25</u>

FISCAL IMPACT:

Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation



Gary Brown, City Manager

Attachments:

1. Warrant Registers

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
08/12/2008	66936	MME EVENT PRODUCTIONS INC	1701				15,000.00
101-1920-419.21-04	07/28/2008	CITY CONCERT @ PIER PLAZA	09-06-2008	090198	01/2009	15,000.00	
08/14/2008	66937	ALL TEAM STAFFING, INC	1801				2,440.00
101-6040-454.21-01	07/28/2008	SHEPARD, B W/E 07/27/08	5000187	090023	01/2009	30.50	
101-6040-454.21-01	07/28/2008	SHEPARD, B W/E 07/27/08	5000187	090023	01/2009	274.50	
101-6040-454.21-01	07/28/2008	SHEPARD, B W/E 07/27/08	5000187	090023	01/2009	30.50	
101-6040-454.21-01	07/28/2008	SHEPARD, B W/E 07/27/08	5000187	090023	01/2009	335.50	
101-6040-454.21-01	07/28/2008	SHEPARD, B W/E 07/27/08	5000187	090023	01/2009	183.00	
101-6040-454.21-01	07/28/2008	SHEPARD, B W/E 07/27/08	5000187	090023	01/2009	366.00	
101-6040-454.21-01	07/23/2008	SHEPARD, B W/E 07/20/08	5000178	090072	01/2009	91.50	
101-6040-454.21-01	07/23/2008	SHEPARD, B W/E 07/20/08	5000178	090072	01/2009	152.50	
101-6040-454.21-01	07/23/2008	SHEPARD, B W/E 07/20/08	5000178	090072	01/2009	335.50	
101-6040-454.21-01	07/23/2008	SHEPARD, B W/E 07/20/08	5000178	090072	01/2009	91.50	
101-6040-454.21-01	07/23/2008	SHEPARD, B W/E 07/20/08	5000178	090072	01/2009	488.00	
101-6040-454.21-01	07/23/2008	SHEPARD, B W/E 07/20/08	5000178	090072	01/2009	61.00	
08/14/2008	66938	SOUTHCOAST HEATING & A/C	1554				440.00
101-1910-419.21-04	07/31/2008	JULY 2008	C37690	090116	01/2009	440.00	
08/14/2008	66939	ARROWHEAD MOUNTAIN SPRING	WATE 1340				104.71
101-5020-432.30-02	07/23/2008	JULY 2008	08G0026726646	090081	01/2009	104.71	
08/14/2008	66940	AT&T	291				661.97
101-3020-422.27-04	07/13/2008	030 290 1325 001	08-08-2008		12/2008	71.49	
101-3030-423.27-04	07/13/2008	030 290 2293 001	08-08-2008		12/2008	113.71	
101-0000-221.02-01	07/21/2008	030 326 8685 001	08-16-2008		12/2008	39.40	
101-1010-411.27-04	07/25/2008	030 357 0352 001	08-20-2008		12/2008	30.53	
101-1230-413.27-04	07/25/2008	030 357 0356 001	08-20-2008		12/2008	106.53	
101-1130-412.27-04	07/25/2008	030 357 0371 001	08-20-2008		12/2008	56.78	
101-1110-412.27-04	08/01/2008	030 480 7968 001	08-27-2008		12/2008	28.81	
101-6010-451.27-04	07/13/2008	030 485 6799 001	08-08-2008		12/2008	29.04	
101-1920-419.27-04	08/12/2008	030 480 7925 001 -JULY 08	08-27-2008		01/2009	7.10	
101-3070-427.27-04	08/01/2008	030 480 7925 001 -JULY 08	08-27-2008		01/2009	18.91	
101-1210-413.27-04	08/01/2008	030 480 7925 001 -JULY 08	08-27-2008		01/2009	53.60	
101-5020-432.27-04	08/01/2008	030 480 7925 001 -JULY 08	08-27-2008		01/2009	77.96	
101-1020-411.27-04	08/01/2008	030 480 7925 001 -JULY 08	08-27-2008		01/2009	24.10	
101-6030-453.27-04	08/01/2008	030 480 7925 001 -JULY 08	08-27-2008		01/2009	4.01	
08/14/2008	66941	BOYCE INDUSTRIES INC	486				106.56
101-6040-454.30-02	07/30/2008	TRIGGER GUN/5FT LANCE	50263	090039	01/2009	106.56	
08/14/2008	66942	CVA SECURITY	797				60.00
101-1910-419.20-23	07/01/2008	JUL 08 EOC ALARM MONITORI	8406	090149	01/2009	30.00	
101-1910-419.20-23	07/01/2008	JUL 08 ALARM MONITORING	8459	090149	01/2009	30.00	
08/14/2008	66943	CLEAN HARBORS	913				682.00
101-5040-434.21-04	08/04/2008	JULY 2008	6Y0878788	090097	02/2009	682.00	
08/14/2008	66944	COMMERCIAL LANDSCAPE SUPPLY	944				117.23
501-1921-419.28-16	07/22/2008	FLEET PARTS	157213	090041	01/2009	85.28	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
501-1921-419.28-16	07/25/2008	BMPFEED TRMRHD INNERSPOOL	157280	090041 01/2009 31.95
08/14/2008	66945	CORPORATE EXPRESS OFFICE	1038	270.90
101-1210-413.30-01	07/29/2008	OFFICE SUPPLIES	88962070	090009 01/2009 247.50
101-1210-413.30-01	08/06/2008	OFFICE SUPPLIES	89170011	090009 02/2009 23.40
08/14/2008	66946	COX COMMUNICATIONS	1073	358.00
503-1923-419.21-04	07/21/2008	JULY 2008 INTERNET SVCS	08-15-2008	090194 01/2009 179.00
601-5050-436.21-04	07/31/2008	JULY 2008 CODAR PROJECT	08-25-2008	090194 01/2009 179.00
08/14/2008	66947	DATAQUICK	1134	31.50
101-3070-427.21-04	08/04/2008	JULY 2008	B1-1314474	090218 01/2009 31.50
08/14/2008	66948	DEPARTMENT OF JUSTICE	1154	64.00
101-1130-412.21-04	08/06/2008	JULY 2008	692807	090101 02/2009 64.00
08/14/2008	66949	DG LANDSCAPE	1167	1,875.00
101-5010-431.21-04	08/01/2008	JULY 2008	871	090082 01/2009 1,875.00
08/14/2008	66950	FASTENAL	909	65.59
601-5060-436.30-22	07/17/2008	STREET BROOM	CACHU17104	090043 01/2009 22.81
601-5060-436.30-02	07/24/2008	SIMPLE GREEN	CACHU17178	090043 01/2009 42.78
08/14/2008	66951	FEDERAL EXPRESS CORP.	911	98.01
101-5020-432.28-09	07/11/2008	COUNTOUR DESIGN 07/02/08	2-804-7468	090192 01/2009 53.44
101-5020-432.28-09	07/25/2008	REGIONAL SUPPLY 07/21/08	2-830-15218	090192 01/2009 13.25
101-5020-432.28-09	05/09/2008	05/01/08 SWR CB DIVISION	2-692-74223	080157 12/2008 31.32
08/14/2008	66952	GENE'S AUTOMOTIVE	1014	100.00
501-1921-419.29-04	08/06/2008	TOWING FR PIER PLAZA-PW	88656	090045 02/2009 50.00
501-1921-419.29-04	08/11/2008	TOWING	88892	090045 02/2009 50.00
08/14/2008	66953	GRAINGER	1051	297.32
601-5060-436.30-02	07/24/2008	PADLOCK/ACETAMINOPHEN	9693507403	090071 01/2009 146.82
101-5010-431.30-02	07/16/2008	PAINT & SUPPLIES/GLOVES	9688062695	090071 01/2009 60.40
101-6020-452.30-02	07/16/2008	PAINT & SUPPLIES/GLOVES	9688062695	090071 01/2009 90.10
08/14/2008	66954	HANSON AGGREGATES INC.	48	3,560.42
101-5010-431.30-02	07/24/2008	CONCRETE MIX	469021	090015 01/2009 762.96
101-5010-431.30-02	07/29/2008	SCREENED MANUFACT	569475	090015 01/2009 125.98
101-5010-431.30-02	04/24/2008	5 YDS.CONC. 4 S/W'S ON SI	464166A	080080 12/2008 648.92
101-5010-431.30-02	05/15/2008	CONCRETE MIX	465380A	080080 12/2008 1,202.76
101-5010-431.30-02	05/30/2008	CONCRETE MIX	563084A	080080 12/2008 142.13
101-5010-431.30-02	06/04/2008	CONCRETE MIX	466391A	080080 12/2008 677.67
08/14/2008	66955	HAWKINS AUTO BODY	71	175.00
501-1921-419.28-16	08/07/2008	HOOD REFURBISH	81108-1	02/2009 175.00
08/14/2008	66956	J. SIMMS AGENCY	1883	1,250.00
101-1920-419.20-06	07/30/2008	JULY 2008	2290	090027 01/2009 1,250.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
08/14/2008	66957	J. H. BENTON CONSTRUCTION, INC.	1964	
504-1924-519.20-06	08/06/2008	JULY 08 WOODWORK RSTRTION	1163	090211 02/2009 13,710.00
08/14/2008	66958	LLOYD PEST CONTROL	814	
101-1910-419.20-22	07/11/2008	JULY 2008 LIFEGUARD STATI	1639058	090152 01/2009 54.00
101-1910-419.20-22	07/11/2008	JULY 2008 CITY HALL	1650388	090152 01/2009 31.00
101-1910-419.20-22	07/11/2008	JULY 2008 PUBLIC SAFETY D	1650389	090152 01/2009 31.00
101-1910-419.20-22	07/11/2008	JULY 2008 SHERRIFF DEPT	1650656	090152 01/2009 31.00
101-1910-419.20-22	07/11/2008	JULY 2008 SENIOR CENTER	1650759	090152 01/2009 47.00
101-1910-419.20-22	07/22/2008	JULY 2008 SPORTS PARK	1635966	090152 01/2009 45.00
101-1910-419.20-22	07/23/2008	JULY 08 PW	1638625	090152 01/2009 47.00
08/14/2008	66959	MARLOWE & COMPANY	893	
405-1260-413.20-06	08/08/2008	JULY 2008	08-229-08	080887 01/2009 3,350.00
08/14/2008	66960	MAUI RIPPERS, INC.	1953	
101-3035-423.25-03	05/31/2008	JR LIFEGUARD SHORTS	226	090222 01/2009 1,187.00
08/14/2008	66961	MCDUGAL LOVE ECKIS &	962	
101-1220-413.20-01	06/30/2008	JUNE 2008	06-30-2008	12/2008 1,951.21
101-1220-413.21-04	06/30/2008	JUNE 2008	06-30-2008	12/2008 395.43
502-1922-419.20-01	06/30/2008	JUNE 2008	06-30-2008	12/2008 1,435.33
101-1220-413.21-04	06/30/2008	JUNE 2008	06-30-2008	12/2008 43.35
08/14/2008	66962	MICHAL PIASECKI CONSULTING	1795	
101-1230-413.21-04	08/03/2008	PALM AVE ADDRESSES - MAIL	65	F09024 02/2009 6,345.00
408-5020-432.20-06	08/03/2008	JULY 08 CIP DIV	64	090068 02/2009 45.00
405-1260-513.20-06	08/03/2008	JULY 2008 PW DEPT	63	090068 01/2009 562.50
601-5060-536.20-06	08/03/2008	JULY 2008 PW DEPT	63	090068 01/2009 4,432.50
08/14/2008	66963	OFFICETEAM	1266	
101-1010-411.10-01	07/07/2008	TEOFILO, J W/E 07/04/2008	21886399	090186 01/2009 90.91
101-1110-412.10-01	07/07/2008	TEOFILO, J W/E 07/04/2008	21886399	090186 01/2009 72.73
405-1260-413.10-01	07/07/2008	TEOFILO, J W/E 07/04/2008	21886399	090186 01/2009 163.64
502-1922-419.10-01	07/07/2008	TEOFILO, J W/E 07/04/2008	21886399	090186 01/2009 36.37
101-1010-411.10-01	07/15/2008	TEOFILO, J W/E 07/11/08	21943271	090186 01/2009 166.24
101-1110-412.10-01	07/15/2008	TEOFILO, J W/E 07/11/08	21943271	090186 01/2009 132.99
405-1260-413.10-01	07/15/2008	TEOFILO, J W/E 07/11/08	21943271	090186 01/2009 299.23
502-1922-419.10-01	07/15/2008	TEOFILO, J W/E 07/11/08	21943271	090186 01/2009 66.50
101-1010-411.10-01	07/22/2008	TEOFILO, J W/E 07/18/08	21992650	090186 01/2009 166.24
101-1110-412.10-01	07/22/2008	TEOFILO, J W/E 07/18/08	21992650	090186 01/2009 132.99
405-1260-413.10-01	07/22/2008	TEOFILO, J W/E 07/18/08	21992650	090186 01/2009 299.23
502-1922-419.10-01	07/22/2008	TEOFILO, J W/E 07/18/08	21992650	090186 01/2009 66.50
101-1010-411.10-01	07/28/2008	TEOFILO, J W/E 07/25/08	22011976	090186 01/2009 103.90
101-1110-412.10-01	07/28/2008	TEOFILO, J W/E 07/25/08	22011976	090186 01/2009 83.12
405-1260-413.10-01	07/28/2008	TEOFILO, J W/E 07/25/08	22011976	090186 01/2009 187.02
502-1922-419.10-01	07/28/2008	TEOFILO, J W/E 07/25/08	22011976	090186 01/2009 41.56
101-1010-411.10-01	08/04/2008	TEOFILO, J W/E 08/01/08	22075288	090186 02/2009 83.11
101-1110-412.10-01	08/04/2008	TEOFILO, J W/E 08/01/08	22075288	090186 02/2009 66.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
405-1260-413.10-01	08/04/2008	TEOFILO, J W/E	08/01/08	22075288 090186 02/2009 149.62
502-1922-419.10-01	08/04/2008	TEOFILO, J W/E	08/01/08	22075288 090186 02/2009 33.25
08/14/2008 101-6040-454.21-04	66964 08/01/2008	PARTNERSHIP WITH INDUSTRY	1302	
		PERIOD ENDING 07/31/08	SBG01361	090086 02/2009 1,326.57
08/14/2008 501-1921-419.28-16	66965 08/05/2008	PEARSON FORD	1283	
		SPRING - REAR	898450	090057 02/2009 163.46
08/14/2008 101-0000-321.72-10	66966 08/08/2008	PETROFF, STEVEN	2	
		OL REFUNDS	0006802	02/2009 40.00
		OL REFUNDS	0006802	02/2009 20.00
		OL REFUNDS	0006802	02/2009 50.00
		OL REFUNDS	0006802	02/2009 10.00
08/14/2008 501-1921-419.30-02	66967 07/30/2008	PMI	23	
		GLOVES	0144619	090058 01/2009 182.49
08/14/2008 503-1923-419.21-04	66968 08/05/2008	POSTINI, INC	1646	
		JULY 2008	515258	090115 01/2009 693.75
08/14/2008 101-5020-432.25-03	66969 07/23/2008	PRUDENTIAL OVERALL SUPPLY	72	
		UNIFORMS 07/23/08	8435922	090085 01/2009 606.16
		07/30/2008 UNIFORMS	8462083	090085 01/2009 170.77
		08/06/2008 UNIFORMS-PW	8488099	090085 02/2009 236.97
				198.42
08/14/2008 101-1020-411.21-04	66970 07/24/2008	QUALITY CODE PUBLISHING, LLC	1955	
		CODIFICATION SVC IBMC	2008-209	081154 01/2009 2,964.95
08/14/2008 101-1130-412.21-04	66971 07/01/2008	QWIK PRINTS	1622	
		NEW EMP LIVE SCANS	081831340	090104 01/2009 120.00
08/14/2008 501-1921-419.28-16	66972 07/25/2008	RANCHO AUTO & TRUCK PARTS	1685	
		WIX FILTERS	18021	090064 01/2009 854.78
		FUEL PUMP/STRAINER SET	19137	090064 02/2009 64.21
		AUTO PARTS	19142	090064 02/2009 344.00
		FUEL PUMP ASSEMBLY	19165	090064 02/2009 145.97
		BRAKE PARTS	19394	090064 02/2009 65.45
		WIX FILTERS	19669	090064 02/2009 159.51
				75.64
08/14/2008 101-5010-431.30-02	66973 07/31/2008	RCP BLOCK & BRICK INC	115	
		ASPHALT PATCH	1268820	090018 01/2009 289.63
08/14/2008 601-5060-436.21-04	66974 08/06/2008	REYES CONSTRUCTION	1	
		CMX23 CARD/PUMP STATON 11	08-06-2008	02/2009 2,287.19
08/14/2008 405-1260-513.20-06	66975 07/22/2008	RMV CONSTRUCTION INC.	1996	
		ROLL-UP DOOR REPLACEMENT	1	090212 01/2009 14,999.40
08/14/2008 101-6020-452.28-01	66976 08/01/2008	ROBERTSON INDUSTRIES, INC.	1936	
		LOT REPAIR/PARKS	9254	090187 02/2009 1,576.49

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
08/14/2008	66977	RYAN NEEDLES DBA VAN VON VINYL	1951	
101-3035-423.25-03	06/11/2008	JR LIFEGUARD UNIFORMS ITE	319	090221 01/2009 8,417.97
08/14/2008	66978	SAN DIEGO GAS & ELECTRIC	1399	16,617.12
101-3020-422.27-01	08/06/2008	10087869371 06/27-07/29	08-22-2008	01/2009 74.26
101-1910-419.27-01	08/06/2008	10087869371 06/27-07/29	08-22-2008	01/2009 119.01
101-5010-431.27-01	08/06/2008	10088604389 06/25-07/25	08-22-2008	01/2009 61.14
101-3020-422.27-01	08/06/2008	19807697764 06/27-07/29	08-22-2008	01/2009 3,530.30
601-5060-436.27-01	08/06/2008	52635219238 06/25-07/25	08-22-2008	01/2009 7.16
101-6020-452.27-01	08/06/2008	56497714749 06/30-07/30	08-22-2008	01/2009 9.56
101-5010-431.27-01	08/06/2008	56497714749 06/30-07/30	08-22-2008	01/2009 6,796.41
101-5010-431.27-01	08/06/2008	85075178464 06/30-07/30	08-22-2008	01/2009 152.59
601-5060-436.27-01	08/06/2008	85075178464 06/30-07/30	08-22-2008	01/2009 76.72
101-6020-452.27-01	08/06/2008	85075178464 06/30-07/30	08-22-2008	01/2009 885.60
601-5060-436.27-01	08/06/2008	85417701270 06/30-07/30	08-22-2008	01/2009 3,890.26
101-5020-432.27-01	08/06/2008	91692992261 06/25-07/25	08-22-2008	01/2009 1,014.11
08/14/2008	66979	SDGE PROJECT MANAGEMENT OFFICE	1358	434.00
101-1260-595.20-10	07/28/2008	186 PALM AVE	244712	090209 01/2009 434.00
08/14/2008	66980	SKS INC.	412	13,602.16
501-1921-419.28-15	07/24/2008	1,070.6 GAL REG FUEL	1220318-IN	090063 01/2009 3,942.27
501-1921-419.28-15	08/07/2008	1,034.10 GAL FUEL	1220690-IN	090063 02/2009 3,958.59
501-1921-419.28-15	07/31/2008	1,031 REG FUEL/400 DIESEL	1220498-IN	090063 01/2009 5,701.30
08/14/2008	66981	SMART STAFF	427	3,521.11
101-3020-422.21-01	08/05/2008	ROCHER, J W/E 08/03/08	2979	090202 02/2009 229.50
101-3020-422.21-01	07/09/2008	ROCHER, J W/E 07/06/08	2935	090202 01/2009 229.50
101-3020-422.21-01	07/16/2008	ROCHER, J W/E 07/13/08	2945	090202 01/2009 324.00
101-3020-422.21-01	07/23/2008	ROCHER, J W/E 07/20/08	2956	090202 01/2009 236.25
101-3020-422.21-01	07/30/2008	ROCHER, J W/E 07/27/08	2974	090202 01/2009 330.75
601-5050-436.20-06	07/16/2008	BOESHANS, J W/E 07/13/08	2945	090206 01/2009 527.78
601-5050-436.20-06	07/23/2008	BOESHANS, J W/E 07/20/08	2956	090206 01/2009 611.75
601-5050-436.20-06	07/30/2008	BOESHANS, J W/E 07/27/08	2966	090206 01/2009 491.80
601-5050-436.20-06	08/05/2008	BOESHANS, J W/E 08/03/08	2980	090206 02/2009 539.78
08/14/2008	66982	SOUTH WEST SIGNAL	488	150.00
101-5010-431.21-04	07/30/2008	JULY 2008	48539	090019 01/2009 150.00
08/14/2008	66983	SPRINT	497	854.30
101-3030-423.27-05	04/15/2008	0583214352-6 03/15-04/14	05-12-2008	12/2008 854.30
08/14/2008	66984	SUNGARD PUBLIC SECTOR INC.	1370	1,426.00
503-1923-419.20-25	07/31/2008	WEB CONFERENCE/FORTIN, S	883691	090213 01/2009 226.00
101-1920-419.20-06	07/31/2008	PT MOD SECOND 1/2	883607	081247 12/2008 1,200.00
08/14/2008	66985	UNDERGROUND SERVICE ALERT	OF 731	25.50
601-5060-436.21-04	08/01/2008	JULY 2008	720080311	090011 01/2009 25.50
08/14/2008	66986	VISUAL ASYLUM	1757	1,375.00
101-1920-419.21-04	07/15/2008	IB NEWSLETTER #4 SUMMER	08-032-T	090197 01/2009 1,375.00

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08/14/2008	66987	WAXIE SANITARY SUPPLY	802	315.17
601-5060-436.30-02	07/29/2008	MULTIFOLD TOWEL	70767269	195.03
101-6040-454.30-02	07/24/2008	TT DISPNSR-BLCK ROLLMASTR	70760561	120.14
08/14/2008	66988	WESTERN HOSE & GASKET	836	579.55
601-5060-436.28-01	07/30/2008	TRASH PUMP HOSE	196482	579.55
08/14/2008	66989	WHITE CAP CONSTRUCTION SUPPLY	1434	815.52
101-5010-431.30-02	07/30/2008	ARMORTILE YELLOW	15013776	731.58
101-5010-431.30-02	08/05/2008	FIBER EXPANSION BOARD	15014132	83.94
08/14/2008	66990	BUSINESS SUPPLY CENTER	1	459.85
101-1210-413.30-01	05/22/2008	BUSINESS SUPPLY CENTER	8896	459.85
08/14/2008	66991	CALIF ELECTRIC SUPPLY	609	1,289.62
408-1920-519.20-06	08/12/2008	FACADE IMP-MICKIE'S	1069-560239	402.88
408-1920-519.20-06	05/21/2008	FACADE IMP-MICKIE'S	1069-561632	886.74
08/14/2008	66992	CHARLES G. HARDY INC.	1993	2,070.74
206-6025-552.28-01	08/12/2008	SPORTS PARK UPGARDES	479575	2,070.74
08/14/2008	66993	CORPORATE TRANSLATION SERVICES	1766	430.00
101-1020-411.21-06	06/30/2008	2008 NOTICE OF ELECTION	50462	430.00
08/14/2008	66994	EYE/COMM	1891	362.57
101-1920-419.21-04	07/09/2008	MAILING SERVICES FOR CITY	36864	181.29
405-1260-413.20-06	07/09/2008	NEWSLETTER MAILING SERVIC	36864A	181.28
08/14/2008	66995	FLO-SYSTEMS, INC.	946	22,554.23
601-5060-436.50-04	08/11/2008	SUBMERSIBLE PUMP	F9899-8D159	22,554.23
08/14/2008	66996	ONE SOURCE DISTRIBUTORS	1071	4,922.66
502-1922-419.28-17	04/30/2008	LIGHT FIXTURES/MOUNTS	S2885532.001	1,724.25
502-1922-419.28-17	06/06/2008	CMT POLE/LIGHT FIXTURES	S2866804.001	3,169.12
502-1922-419.28-17	06/30/2008	FINANCE CHARGES	S2964752.001	29.29
08/14/2008	66997	PERLITA SHOUSE	1296	197.62
101-1130-412.30-02	10/04/2007	HEALTH FAIR REFRESHMENTS	90-102159	23.96
503-1923-419.30-01	10/17/2007	USB PRINTER CABLE EXTNDER	1497/1498	71.40
101-1210-413.28-04	12/07/2007	LUNCH, ATTND 07 WEST HUG	000022	6.45
101-3020-422.28-04	02/26/2008	CPR CLASS REFUND	4111	35.00
101-3020-422.28-04	02/26/2008	CPR CLASS REFUND	A3960	35.00
101-1210-413.28-04	05/22/2008	PARKING/LUNCH AT TRAINING	1668	25.81
08/21/2008	66998	AFLAC	120	434.35
101-0000-209.01-13	08/21/2008	PPE 8/14/08	20080821	434.35
08/21/2008	66999	ALLIANT INSURANCE SERVICES	1193	2,471.09
101-0000-209.01-13	07/24/2008	PPE 7/17/08	20080724	327.20

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-0000-209.01-14	07/24/2008	PPE 7/17/08	20080724		01/2009	547.70
101-1010-411.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	17.55
101-1020-411.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	38.26
101-1110-412.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	91.27
101-1130-412.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	22.81
101-1210-413.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	54.06
101-1230-413.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	26.33
101-3070-427.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	.70
101-3080-428.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	.70
101-1910-419.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	7.02
101-3010-421.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	12.21
101-3020-422.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	49.63
101-3030-423.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	42.75
101-3040-424.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	24.57
101-5020-432.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	56.16
101-5010-431.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	17.55
101-5040-434.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	3.16
101-6020-452.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	7.02
101-6010-451.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	7.02
101-6040-454.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	17.55
245-1240-413.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	7.02
405-1260-413.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	127.77
405-5030-433.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	7.02
601-5060-436.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	17.55
601-5050-436.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	17.90
501-1921-419.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	7.02
502-1922-419.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	6.67
503-1923-419.11-04	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	23.16
101-0000-209.01-14	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	558.56
101-0000-209.01-13	08/01/2008	AUGUST 2008 LTD, LIFE,	08-01-2008		02/2009	327.20
08/21/2008	67000	AT&T TELECONFERENCE SERVICES	1827			62.64
101-1110-412.27-04	07/01/2008	55037702-0 CONF CALL:SAFE	07-01-2008	F09020	01/2009	62.64
08/21/2008	67001	CITY OF SAN DIEGO	896			484,836.00
601-5060-436.21-04	07/23/2008	FY 09 1ST QTR METRO SEWER	491956	090205	01/2009	484,836.00
08/21/2008	67002	COLONIAL LIFE & ACCIDENT	941			128.43
101-0000-209.01-13	08/21/2008	PPE 8/14/08	20080821		02/2009	128.43
08/21/2008	67003	CONSTRUCTION RESIDUE RECYCLING	1009			180.00
101-5010-431.29-04	07/31/2008	BOBTAIL - PCC/AC	2109	090013	01/2009	180.00
08/21/2008	67004	CREATIVE BENEFITS INC FSA	1108			310.50
101-0000-209.01-11	08/21/2008	PPE 8/14/08	20080821		02/2009	310.50
08/21/2008	67005	DEPARTMENT OF MOTOR VEHICLES	1931			250.00
101-1210-413.29-04	07/31/2008	AD HOC AGREEMENT #213-08	07-31-2008		02/2009	250.00
08/21/2008	67006	FEDERAL EXPRESS CORP.	911			13.12
101-5020-432.28-09	08/01/2008	JUL 08 REGIONAL SUPPLYC	2-841-65142	090192	02/2009	13.12

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
08/21/2008	67007	I B FIREFIGHTERS ASSOCIATION	214				222.00
101-0000-209.01-08	08/21/2008	PPE 8/14/08	20080821		02/2009		222.00
08/21/2008	67008	ICMA RETIREMENT TRUST 457	242				5,568.22
101-0000-209.01-10	08/21/2008	PPE 8/14/08	20080821		02/2009		5,568.22
08/21/2008	67009	KOA CORPORATION	611				3,718.50
408-1920-519.20-06	07/31/2008	ECO BIKEWAY 06/23-07/20	JA64F9XX18	070860	01/2009		3,718.50
08/21/2008	67010	MAUREEN KANE & ASSOCIATES, INC	1392				1,220.00
101-1020-411.28-04	08/19/2008	WOLFSON, L-TTC REGISTRATI	TTC2008	090230	02/2009		1,220.00
08/21/2008	67011	NASLAND ENGINEERING	1656				3,863.36
408-1920-519.20-06	07/31/2008	STREET IMPRVMNTS-RDA P3	86294	071139	01/2009		3,863.36
08/21/2008	67012	PAPER SHACK	1292				693.32
101-1210-413.28-11	08/18/2008	FINANCE FORMS PRINTING	16063	090210	02/2009		538.75
101-3050-425.28-11	08/18/2008	FINANCE FORMS PRINTING	16063	090210	02/2009		154.57
08/21/2008	67013	PERVO PAINT CO.	8				495.22
101-5010-431.21-23	07/22/2008	PAINT	14743	090017	01/2009		495.22
08/21/2008	67014	PREFERRED BENEFIT INS ADMIN IN	37				2,214.39
101-0000-209.01-12	08/21/2008	PPE 8/14/08	20080821		02/2009		1,107.31
101-0000-209.01-12	08/01/2008	AUGUST 2008 - DENTAL	CP5353		02/2009		1,107.08
08/21/2008	67015	REGENTS UNIVERSITY OF CA RIVER	1559				.00
101-1020-411.28-04	08/14/2008	WOLFSON, L -REGENTS UC	TTC2008	F09027	02/2009		75.00
101-1020-411.28-04	08/26/2008	WOLFSON, L -REGENTS UC	TTC2008		02/2009		75.00-
08/21/2008	67016	RMV CONSTRUCTION INC.	1996				1,666.60
405-1260-513.20-06	07/22/2008	FIRE DEPT ROLL-UP DOORS	2	090212	01/2009		1,666.60
08/21/2008	67017	SAN DIEGO COUNTY HISPANIC CHAM	1684				250.00
101-1010-411.28-12	07/28/2008	ANNUAL MEMBERSHIP FOR JIM	7.28.2008	F09025	01/2009		250.00
08/21/2008	67018	SAN DIEGO GAS & ELECTRIC	288				201.39
101-5010-431.27-01	07/01/2008	JULY 08 STORM SEWER PUMP	51249961	090035	01/2009		201.39
08/21/2008	67019	SAN DIEGO UPHOLSTERY LLC	1				210.11
501-1921-419.28-01	08/19/2008	REUPHOLSTER CITY TRK SEAT	08-13-2008		02/2009		210.11
08/21/2008	67020	SEIU LOCAL 221	1821				1,445.34
101-0000-209.01-08	08/21/2008	PPE 8/14/08	20080821		02/2009		1,445.34
08/21/2008	67021	SKS INC.	412				4,173.51
501-1921-419.28-15	08/13/2008	1,095 GALLONS REG FUEL	1220864-IN	090063	02/2009		4,173.51
08/21/2008	67022	SOUTH COAST PRINTING & SIGN	1704				1,221.34
101-1920-419.21-04	08/14/2008	CITY CONCERT POSTERS/BANN	0724	090229	02/2009		1,221.34

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
08/21/2008	67023	SUSANNA CERVANTES	2				575.00
101-0000-121.00-00	08/21/2008	DUP PYMT OF JG FEES	MR Refund		02/2009		575.00
08/21/2008	67024	TRISTAR RISK MANAGEMENT	1576				.00
101-0000-374.85-01	08/07/2008	REIMBURSE CK #11779	1053		02/2009		784.00
101-0000-374.85-01	09/02/2008	REIMBURSE CK #11779	1053		02/2009		784.00-
08/21/2008	67025	UNITED WAY OF SAN DIEGO COUNTY	1483				25.00
101-0000-209.01-09	08/21/2008	PPE 8/14/08	20080821		02/2009		25.00
08/21/2008	67026	US BANK TRUST	749				85,065.00
725-0000-221.03-01	08/12/2008	ASSESSMENT DIST 66	09-02-2008		02/2009		35,000.00
725-0000-221.03-04	08/12/2008	ASSESSMENT DIST 66	09-02-2008		02/2009		7,525.00
730-0000-221.03-01	08/12/2008	ASSESSMENT DIST 68 LOI	09-02-2008		02/2009		40,000.00
730-0000-221.03-04	08/12/2008	ASSESSMENT DIST 68 LOI	09-02-2008		02/2009		2,540.00
08/21/2008	67027	VISION PLAN OF AMERICA	785				213.46
101-0000-209.01-18	08/21/2008	PPE 8/14/08	20080821		02/2009		101.78
101-0000-209.01-18	08/01/2008	SEPTEMBER 2008 - VISION	08-01-2008		02/2009		101.68
101-1920-419.29-04	08/01/2008	SEPTEMBER 2008 - VISION	08-01-2008		02/2009		10.00
08/21/2008	67028	XEROX CORPORATION	861				183.49
503-1923-419.28-13	07/03/2008	MEDIA	103282809	F09014	01/2009		67.89
101-1920-419.30-01	08/07/2008	STAPLES FOR MAIL ROOM COP	103604668	F09026	02/2009		115.60
08/21/2008	67029	ZONDIROS CORPORATION	1390				9,477.70
601-5060-536.20-06	07/14/2008	RETENTION PAYMENT	2	080992	01/2009		9,477.70
08/21/2008	67030	ACE UNIFORMS & ACCESSORIES INC	1571				196.06
101-3020-422.25-03	05/09/2008	INSPECTOR UNIFORMS	A84847		12/2008		196.06
08/21/2008	67031	CITY OF CHULA VISTA	823				11,826.72
101-3050-425.21-04	05/16/2008	APRIL 2008 A/C SERVICES	AR124739		12/2008		11,826.72
08/21/2008	67032	COUNTY OF SAN DIEGO	1046				615.00
101-3020-422.20-06	10/17/2008	GENERAL HAZARDOUS MATERIA	HK07-205779		12/2008		615.00
08/21/2008	67033	KOA CORPORATION	611				1,371.20
101-3020-422.20-06	12/31/2007	11/19/07-12/23/08 IB	J99475XX57		12/2008		380.24
101-3020-422.20-06	04/30/2008	03/17/08-04/13/08	J99475XX58		12/2008		701.26
101-3020-422.20-06	06/30/2008	05/26/08-06/22/08 IB	J99475XX59		12/2008		289.70
08/21/2008	67034	NGUOI VIET TODAY	1715				30.00
101-1020-411.21-06	07/04/2008	TRANSLATION	4314	F09007	01/2009		30.00
08/21/2008	67035	SAN DIEGO PRECAST CONCRETE	368				6,175.15
101-1910-519.20-06	07/24/2008	CIVIC CENTER SIGN DEPOSIT	0131792-IN	090219	01/2009		2,058.18
405-1260-513.20-06	07/24/2008	CIVIC CENTER SIGN DEPOSIT	0131792-IN	090219	01/2009		4,116.97
08/21/2008	67036	SAN DIEGO COUNTY SHERIFF	882				4,247.11
101-3010-421.20-06	09/13/2007	JAG GRANT SVC MAY-JULY 07	09-13-2007		12/2008		4,247.11

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08/21/2008	67037	SCRIPPS MERCY HOSPITAL	1991				2,520.00
101-3020-422.21-04	08/20/2008	01/01/2008-06/30/2008	07-09-2008		12/2008		2,520.00
VOIDED CKS # 67038-67040							
08/21/2008	67041	U.S. BANK	1873				14,303.89
101-1910-419.28-01	04/28/2008	LIGHT BULBS	091869/2573649	081101	12/2008		9.95
101-1910-419.28-01	04/30/2008	BUILDING SUPPLIES/TOOLS	062981/0573794	081101	12/2008		44.83
101-1910-419.30-22	04/30/2008	BUILDING SUPPLIES/TOOLS	062981/0573794	081101	12/2008		157.00
101-1230-413.28-12	04/02/2008	ULI MEMBERSHIP/WAIVE, G	226019	081126	12/2008		200.00
101-1230-413.30-02	04/30/2008	PRIVACY PANEL	428813961-001	081126	12/2008		218.45
101-1230-413.30-01	04/30/2008	OFFICE SUPPLIES	428817411-001	081126	12/2008		49.91
101-3070-427.30-01	04/30/2008	OFFICE SUPPLIES	428817411-001	081126	12/2008		15.58
101-3040-424.30-02	04/30/2008	OFFICE SUPPLIES	48817410-001	081126	12/2008		168.52
405-5030-433.30-02	05/01/2008	GRAFFITI SUPPLIES	015475/9013149	081100	12/2008		57.61
405-5030-433.30-02	05/02/2008	PRESSURE WASHER TIPS	10951	081100	12/2008		26.03
405-5030-433.30-02	05/06/2008	5 GALLON PAINT-BEIGE	5009523	081100	12/2008		71.06
405-5030-433.30-02	05/13/2008	GRAFFITI SUPPLIES	026558/7092903	081100	12/2008		127.02
405-5030-433.30-02	05/20/2008	GRAFFITI SUPPLIES	057501/0015565	081100	12/2008		146.78
101-1910-419.28-01	05/01/2008	SHOP CEILING BRUSHES	053111/9012978	081101	12/2008		67.02
101-1910-419.28-01	05/01/2008	SHOP CEILING BRUSHES	053111/9012978	081101	12/2008		125.80
101-1910-419.28-01	05/02/2008	COP SHOP CEILING	064880/8573928	081101	12/2008		33.33
101-1910-419.28-01	05/05/2008	FACILITY SUPPLIES	1056787183	081101	12/2008		243.99
101-1910-419.28-01	05/07/2008	BALLASTS	1056933483	081101	12/2008		97.36
101-6020-452.28-01	05/16/2008	ELECTRICAL SUPPLIES/SIGN	053588/4060951	081101	12/2008		23.46
101-1910-419.28-01	05/16/2008	BALLASTS	080388/4015048	081101	12/2008		64.26
101-1910-419.28-01	05/19/2008	EOC SOAP DISPENSERS	1057684113	081101	12/2008		131.50
101-1230-413.28-04	05/06/2008	COM DEV LUNCHEON	092664	081126	12/2008		55.52
101-3040-424.28-11	05/08/2008	PRINTED ENVELOPES	16022	081126	12/2008		165.35
101-1230-413.30-01	05/16/2008	OFFICE SUPPLIES	430630326-001	081126	12/2008		95.46
101-3040-424.30-01	05/16/2008	OFFICE SUPPLIES	430630326-001	081126	12/2008		33.00
405-1260-413.30-01	05/16/2008	OFFICE SUPPLIES	430630326-001	081126	12/2008		84.93
101-6040-454.30-02	04/28/2008	4' WHEEL STOP	0146731	081088	12/2008		30.00
101-5010-431.30-01	04/28/2008	CUT OFF TORCH REPAIR	06057086-00	081088	12/2008		64.18
101-6040-454.30-02	04/28/2008	SPRAY PAINT/ROLLERS/COVER	088683/2042272	081088	12/2008		23.00
101-5010-431.30-02	04/30/2008	WD-40 / STOCK	1056511944	081088	12/2008		31.94
101-1010-411.28-04	04/23/2008	RM DEPOSIT	34A90K	081136	12/2008		174.00
101-5010-431.30-02	05/06/2008	BANDING MATERIAL	CACHU16581	081088	12/2008		103.16
101-5010-431.30-02	05/12/2008	GLUE/PRIMER/COUPLERS/90 D	010107/8021649	081088	12/2008		17.67
101-5010-431.30-02	05/13/2008	SPRINKLER	083349/7101733	081088	12/2008		2.84
101-5010-431.30-02	05/14/2008	SPRAY TIP-AIRLESS SPRAYER	044466	081088	12/2008		24.79
101-6040-454.30-02	05/04/2008	LINERS/SCRUBBIES/NOZZLES	067453/6581664	081107	12/2008		110.76
101-6040-454.30-02	05/07/2008	KEY COPY	085737	081107	12/2008		3.00
101-6040-454.30-02	05/07/2008	MAINT ROOM DOOR KEY	086495	081107	12/2008		8.08
101-6040-454.30-02	05/16/2008	SAFETY BOOTS/KEMPH, J	061360	081107	12/2008		137.01
101-6040-454.30-02	05/16/2008	SAFETY BOOTS/CARTIER, J	072692	081107	12/2008		150.00
101-6040-454.30-02	05/16/2008	PAINT/CONCRETE	083069/4561194	081107	12/2008		116.79
504-1924-419.28-01	05/02/2008	CONSTRUCTION MATERIALS	071490/8013137	081134	12/2008		66.15
504-1924-419.28-01	05/06/2008	CONSTRUCTION MATERIALS	032163/4013622	081134	12/2008		188.61
504-1924-419.28-01	05/08/2008	CONSTRUCTION MATERIALS	054220/2021126	081134	12/2008		76.27
504-1924-419.28-01	05/09/2008	CONSTRUCTION MATERIALS	033071/1560739	081134	12/2008		18.38

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504-1924-419.28-01	05/12/2008	CONSTRUCTION MATERIALS	05-12-2008	081134 12/2008 77.45
504-1924-419.28-01	05/13/2008	CONSTRUCTION MATERIALS	062589/7014582	081134 12/2008 326.61
504-1924-419.28-01	05/13/2008	CONSTRUCTION MATERIALS	095515/7021736	081134 12/2008 16.66
501-1921-419.28-16	05/14/2008	FLASHING LIGHT/CITY TRUCK	SI-131792	081134 12/2008 21.54
504-1924-419.28-01	05/14/2008	CONSTRUCTION MATERIALS	040551/6021845	081134 12/2008 8.61
504-1924-419.28-01	05/15/2008	CONSTRUCTION MATERIALS	037293/5594345	081134 12/2008 24.49
504-1924-419.28-01	05/16/2008	RTN CONSTRUCTION MATERIAL	05-16-2008	081134 12/2008 10.77-
101-6010-451.30-01	05/19/2008	PRINTER INK	7061	081134 12/2008 61.39
504-1924-419.28-01	05/20/2008	CONSTRUCTION MATERIALS	058885/0561509	081134 12/2008 56.70
101-1010-411.28-04	04/23/2008	2008 EXECUTIVE FORUM REGI	04-23-2008	081136 12/2008 470.00
405-1260-513.20-06	04/23/2008	SCREWS	004958/7011795	081088 12/2008 40.82
101-5020-432.30-02	04/22/2008	INKJET PRINTER	9182784816	081090 12/2008 48.26
101-1910-419.30-02	04/24/2008	TRASH LINERS/FRESHNER	274421	081091 12/2008 226.99
101-1910-419.30-02	04/29/2008	TLT PAPER/PAPER TOWELS	274522	081091 12/2008 201.14
101-6020-452.28-01	04/08/2008	LIGHT REPLACEMENT	S2898452	081098 12/2008 439.07
101-6020-452.30-02	04/23/2008	SPRAY PAINT/BBQ PAINT	085140/7565175	081098 12/2008 35.18
405-5030-433.30-02	04/23/2008	GRAFFITI MELT	12203	081098 12/2008 364.02
405-5030-433.30-02	05/19/2008	CAMERA/GROUNDS&FACILITIES	245132167950855	081090 12/2008 303.97
405-5030-433.30-02	05/20/2008	2GB MEMORY CARD	2677343100116	081090 12/2008 35.01
101-5020-432.30-02	05/20/2008	INK CARTRIDGES/PRINTHEADS	9183629314	081090 12/2008 402.92
405-5030-433.30-02	05/21/2008	REFUND CAMERA/GROUNDS&FAC	245132167950855	081090 12/2008 303.97-
101-1910-419.30-02	05/14/2008	SEAT CVR/SANITIZER/SUPPLI	111569	081091 12/2008 113.04
101-1910-419.28-01	05/01/2008	SEWER LINE VIDEO	09709	081098 12/2008 225.00
101-6020-452.28-01	05/01/2008	DRINKING FOUNTAIN	126500	081098 12/2008 639.56
601-5060-436.30-02	05/01/2008	FILTER FABRIC/STAPLES	16770065	081098 12/2008 555.78
101-1910-419.28-01	05/05/2008	SEWER LINE SERVICE	09725	081098 12/2008 275.00
101-1910-419.28-01	05/12/2008	BATTERY RACK	616792	081098 12/2008 17.22
405-5030-433.30-02	05/20/2008	GRAFFITI PAINTING	024282	081098 12/2008 291.93
405-5030-433.30-02	05/20/2008	GRAFFITI COATING	3255-4	081098 12/2008 203.17
101-6020-452.30-02	04/28/2008	DOOR REPAIR SUPPLIES/SP	014798/2025080	081095 12/2008 27.31
601-5060-436.30-02	04/30/2008	IRRIGATION SUPPLIES	644229-00	081095 12/2008 37.16
101-1910-419.30-02	04/21/2008	HARDWARE/PAINT SUPPLIES	083819/9203997	081106 12/2008 19.25
101-6040-454.30-02	04/21/2008	HARDWARE/PAINT SUPPLIES	083819/9203997	081106 12/2008 177.33
101-6040-454.30-02	04/21/2008	HARDWARE/PAINT SUPPLIES	083819/9203997	081106 12/2008 8.59
101-6040-454.30-02	04/21/2008	HARDWARE/PAINT SUPPLIES	083819/9203997	081106 12/2008 6.38
101-6040-454.30-22	04/21/2008	HARDWARE/PAINT SUPPLIES	083819/9203997	081106 12/2008 110.95
101-6040-454.30-02	04/22/2008	TOILET TISSUE/CAN LINERS	NE1Q-3-00	081106 12/2008 767.01
101-6040-454.30-02	04/28/2008	DISINFECTANT	274318	081106 12/2008 252.29
101-6040-454.30-02	04/29/2008	PLAZA FLAGS HARDWARE	030392	081106 12/2008 106.54
101-6040-454.30-02	04/29/2008	GFI OUTLETS/DRILL BITS/TR	042264/1593470	081106 12/2008 163.95
101-6040-454.30-02	04/29/2008	GFI OUTLETS/DRILL BITS/TR	042264/1593470	081106 12/2008 10.94
101-6040-454.30-22	04/29/2008	GFI OUTLETS/DRILL BITS/TR	042264/1593470	081106 12/2008 18.51
101-6040-454.30-02	04/29/2008	PLAZA FLAGS HARDWARE	4649	081106 12/2008 51.29
101-6020-452.28-01	05/05/2008	HARDWARE FOR VETS	020799	081095 12/2008 6.47
601-5060-436.30-02	05/06/2008	NATAFILL IRR SUPPLIES	16847155	081095 12/2008 280.53
601-5060-436.30-02	05/06/2008	TOPSOIL - SEACOAST/CORTEZ	96410	081095 12/2008 84.00
101-6020-452.28-01	05/12/2008	2 PART EPOXY	088385/8594180	081095 12/2008 11.54
101-6020-452.28-01	05/13/2008	IRRIGATION SUPPLIES	003879/7582136	081095 12/2008 10.62
101-6020-452.28-01	05/13/2008	HAMMER DRILL BIT	042166/7092905	081095 12/2008 23.53
101-6040-454.30-02	05/01/2008	PROTECTIVE GLOVES	0136309	081106 12/2008 173.38

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-6040-454.30-02	05/01/2008	TOW-AWAY SIGNS	204452	081106	12/2008	223.31	
101-6040-454.30-02	05/05/2008	PRIMER PAINT FOR TRELIS	068522/5560530	081106	12/2008	8.48	
101-6040-454.30-02	05/05/2008	APPLICATION TAPE FOR SIGN	110169	081106	12/2008	78.01	
101-6040-454.30-02	05/07/2008	CUSTODIAL SUPPLIES	70626570	081106	12/2008	767.01	
101-6040-454.30-02	05/19/2008	CUSTODIAL SUPPLIES	NK13L-00	081106	12/2008	478.61	
405-1260-513.20-06	04/21/2008	SKYLIGHT BLINDS	0671-211597	081145	12/2008	372.38	
101-3020-422.30-01	05/12/2008	OFFICE SUPPLIES	4469	081145	12/2008	141.73	
101-3020-422.30-01	05/14/2008	PAPER/	014483	081145	12/2008	195.30	
405-1260-513.20-06	05/16/2008	FURNITURE	093571	081145	12/2008	368.41	
101-3020-422.30-02	05/16/2008	UNI-MED DESIGN	2524-3782-9520-	081145	12/2008	252.50	
101-3020-422.28-09	05/20/2008	POSTAGE	056983	081145	12/2008	8.45	
101-3060-426.20-06	06/10/2008	MAY/JUN 2008	788993514	081145	12/2008	34.99	
08/28/2008	67042	SPECTRA ASSOCIATES, INC.	2003			3,976.10	
101-1020-411.21-04	06/30/2008	MINUTE BKS FOR C.C.	28165-A		12/2008	3,976.10	
08/28/2008	67043	ADT SECURITY SERVICES, INC.	103			70.44	
101-6010-451.21-04	08/09/2008	SEPTEMBER 2008	77085730	090103	02/2009	70.44	
08/28/2008	67044	AK & COMPANY	1640			2,375.00	
101-1210-413.20-06	08/11/2008	PROFESSIONAL SVCS (SB90)	08-11-2008	090253	02/2009	2,375.00	
08/28/2008	67045	ASBURY ENVIRONMENTAL SERVICES	277			564.84	
101-5040-434.21-04	08/06/2008	BRAKE PARTS/MISC PARTS	130238642	090038	02/2009	564.84	
08/28/2008	67046	BOYCE INDUSTRIES INC	486			297.23	
101-6040-454.30-02	08/13/2008	HOSES/FILTERS	50185	090039	02/2009	297.23	
08/28/2008	67047	BRENDA ROBLES	2			50.00	
101-0000-121.00-00	08/19/2008	PT 41033	MR Refund		02/2009	50.00	
08/28/2008	67048	CALIF ELECTRIC SUPPLY	609			881.87	
101-6040-454.30-02	08/04/2008	BALLAST, LAMP REPLACMNTS	1069-568551	090094	02/2009	875.43	
101-6040-454.30-02	08/04/2008	EXN LAMP	1069-571767	090094	02/2009	6.44	
08/28/2008	67049	CITY OF CHULA VISTA	831			675.00	
101-1130-412.28-04	07/30/2008	CONSORTIUM TRN FEE/REFRES	07-30-2008	090226	01/2009	675.00	
08/28/2008	67050	CLARIDGE REAL ESTATE	2			2,275.00	
101-0000-221.01-05	08/25/2008	BOND REFUND TEP 08-20	08/26/2008		02/2009	2,275.00	
08/28/2008	67051	CORPORATE EXPRESS OFFICE	1038			905.10	
101-1210-413.30-01	08/07/2008	COLORED PAPER-AP	89204106	090009	02/2009	5.39	
101-1920-419.30-01	08/11/2008	COPY PAPER-CITY HALL	89272259	090214	02/2009	899.71	
08/28/2008	67052	COUNTY OF SAN DIEGO RCS	1065			13,974.58	
101-1230-413.21-25	04/01/2008	MARCH 2008	08CTOFIBN09	080198	12/2008	53.00	
101-3010-421.21-25	04/01/2008	MARCH 2008	08CTOFIBN09	080198	12/2008	2,325.50	
101-3020-422.21-25	04/01/2008	MARCH 2008	08CTOFIBN09	080198	12/2008	344.50	
101-3030-423.20-06	04/01/2008	MARCH 2008	08CTOFIBN09	080198	12/2008	210.30	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-3030-423.21-25	04/01/2008	MARCH 2008	08CTOFIBN09	080198	12/2008	474.44	
101-1230-413.21-25	05/01/2008	APRIL 2008	08CTOFIBN10	080198	12/2008	53.00	
101-3010-421.21-25	05/01/2008	APRIL 2008	08CTOFIBN10	080198	12/2008	2,325.50	
101-3020-422.21-25	05/01/2008	APRIL 2008	08CTOFIBN10	080198	12/2008	344.50	
101-3030-423.20-06	05/01/2008	APRIL 2008	08CTOFIBN10	080198	12/2008	715.50	
101-1230-413.21-25	06/01/2008	MAY 2008	08CTOFIBN11	080198	12/2008	53.00	
101-3010-421.21-25	06/01/2008	MAY 2008	08CTOFIBN11	080198	12/2008	2,325.50	
101-3020-422.21-25	06/01/2008	MAY 2008	08CTOFIBN11	080198	12/2008	344.50	
101-3030-423.20-06	06/01/2008	MAY 2008	08CTOFIBN11	080198	12/2008	807.84	
101-1230-413.21-25	07/01/2008	JUNE 2008	08CTOFIBN12	080198	12/2008	53.00	
101-3010-421.21-25	07/01/2008	JUNE 2008	08CTOFIBN12	080198	12/2008	2,325.50	
101-3020-422.21-25	07/01/2008	JUNE 2008	08CTOFIBN12	080198	12/2008	344.50	
101-3030-423.20-06	07/01/2008	JUNE 2008	08CTOFIBN12	080198	12/2008	874.50	
08/28/2008	67053	COUNTY RECORDER	1818			150.00	
101-0000-221.01-02	08/20/2008	555 DELAWARE ST	08/20/2008		02/2009	50.00	
101-0000-221.01-02	08/26/2008	NOTICE OF EXEMPTION FEE			02/2009	50.00	
101-0000-221.01-02	08/26/2008	NOTICE OF EXEMPTION FEE			02/2009	50.00	
08/28/2008	67054	CPRS INC AGING SECTION	1604			390.00	
101-6030-453.28-04	08/26/2008	CPRS TRAINING/CONERFENCE			02/2009	390.00	
08/28/2008	67055	DOUGLAS K HUMPHREYS	1822			200.00	
405-1260-413.20-06	07/24/2008	PROF SVCS LAW	2	090245	01/2009	200.00	
08/28/2008	67056	ENVIRO-TOTE, INC.	1998			383.09	
101-5040-434.29-04	07/28/2008	SHOULDER TOTES	2802587-IN	090233	01/2009	383.09	
08/28/2008	67057	HANSON AGGREGATES INC.	48			1,391.95	
101-5010-431.30-02	08/07/2008	CONCRETE	469787	090015	02/2009	504.56	
101-5010-431.30-02	08/11/2008	CONCRETE MIX	570816	090015	02/2009	133.76	
101-5010-431.30-02	07/31/2008	CONCRETE MIX	469409	090015	01/2009	753.63	
08/28/2008	67058	HEARTLAND COMMUNICATIONS	92			376.84	
101-3020-422.21-04	07/14/2008	4TH QTR FY 07/08 BILLING	0000002610	080361	12/2008	376.84	
08/28/2008	67059	HORIZON HEALTH EAP	90			380.97	
101-1130-412.20-06	08/13/2008	AUGUST 2008	030267	090029	02/2009	380.97	
08/28/2008	67060	I.B. LIFE GUARD ASSOCIATION	2			75.00	
101-3030-423.25-03	08/14/2008	REIMBURSEMENT/SUIT & GLASS	08-14-2008		02/2009	75.00	
08/28/2008	67061	GREG BROADFOOT/JEFFREY R. FRAN	2000			1,800.00	
502-1922-419.28-17	08/11/2008	CLOSING REPORT, CLAIM	08-11-2008	090240	02/2009	1,800.00	
08/28/2008	67062	JOHN BRODIE	2			3,321.00	
101-0000-221.01-05	08/25/2008	JOHN BRODIE TEP 08-26	08-20-2008		02/2009	3,321.00	
08/28/2008	67063	KAMAN INDUS TECHNOLOGIES	583			58.90	
501-1921-419.28-16	08/11/2008	BLANKET PURCHASE ORDER	P73236	090048	02/2009	58.90	

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08/28/2008	67064	KANE, BALLMER & BERKMAN	1828				5,146.32
245-1240-413.20-06	08/01/2008	LEGAL SVCS LOW/MOD	08-01-2008	090246	02/2009		5,146.32
08/28/2008	67065	KEYSER MARSTON ASSOC INC	620				2,174.91
245-1240-413.20-06	08/05/2008	PROF SVCS JULY 08	0019265	090248	02/2009		2,174.91
08/28/2008	67066	LANCE, SOLL & LANGHARD LLP	716				8,000.00
101-1210-413.20-06	07/01/2008	PI RECIEPTS	7576	090254	01/2009		8,000.00
08/28/2008	67067	LIGHTHOUSE, INC	787				328.10
601-5060-436.28-01	08/12/2008	HIDEAWAY KIT	2127991	090049	02/2009		328.10
08/28/2008	67068	LINDLEY FAMILY TRUST	2				200.00
101-1920-419.21-04	08/26/2008	EXCLUSIVE USE PARKING LOT	08-25-2008		02/2009		200.00
08/28/2008	67069	LSW ENGINEERS CALIFORNIA INC	1608				1,250.00
101-1910-519.20-06	11/19/2007	LSW ENGINEERS-SVCS FOR	0009208		12/2008		1,250.00
08/28/2008	67070	MASON'S SAW & LAWNMOWER	923				33.61
501-1921-419.28-16	08/18/2008	FLEET SUPPLIES	140366	090051	02/2009		33.61
08/28/2008	67071	MICHAL PIASECKI CONSULTING	1795				3,600.00
101-1210-413.20-06	08/03/2008	GASB 34 SUPPORT & DEVELOP	66	090068	02/2009		3,600.00
08/28/2008	67072	MME EVENT PRODUCTIONS INC	1701				10,000.00
101-1920-419.21-04	08/28/2008	CITY CONCERT/PARTIAL PYMT	08/28/2008	090198	02/2009		10,000.00
08/28/2008	67073	NASLAND ENGINEERING	1656				1,437.69
405-1260-513.20-06	07/31/2008	PROF SVCS DATE ST END	86295	090250	01/2009		1,437.69
08/28/2008	67074	NEYENESCH PRINTERS, INC.	2002				5,095.80
405-1260-413.21-04	06/30/2008	CITY NEWSLETTER	60913		12/2008		2,547.90
101-1920-419.21-04	06/30/2008	CITY NEWSLETTER	60913		12/2008		2,547.90
08/28/2008	67075	OFFICETEAM	1266				332.48
101-1010-411.10-01	08/12/2008	TEOFILO, J W/E 08/08/2008	22140481	090186	02/2009		83.11
101-1110-412.10-01	08/12/2008	TEOFILO, J W/E 08/08/2008	22140481	090186	02/2009		66.50
405-1260-413.10-01	08/12/2008	TEOFILO, J W/E 08/08/2008	22140481	090186	02/2009		149.62
502-1922-419.10-01	08/12/2008	TEOFILO, J W/E 08/08/2008	22140481	090186	02/2009		33.25
08/28/2008	67076	PEARSON FORD	1283				70.49
501-1921-419.28-16	08/12/2008	LATCH ASY/CABLE ASY	899811	090057	02/2009		43.02
501-1921-419.28-16	08/13/2008	CABLE ASY	899927	090057	02/2009		27.47
08/28/2008	67077	PRUDENTIAL OVERALL SUPPLY	72				325.54
101-5020-432.25-03	08/13/2008	08/13/08 UNIFORMS	8514221	090085	02/2009		162.77
101-5020-432.25-03	08/20/2008	08/20/08 UNIFORMS	8540238	090085	02/2009		162.77
08/28/2008	67078	ROBERT STABENOW	199				500.00
101-3035-423.28-04	08/20/2008	ROBERT STABENOW	08-20-2008		02/2009		500.00

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08/28/2008	67079	SAFTEY KLEEN SYSTEMS	246				253.31
501-1921-419.30-02	08/08/2008	BRAKE CLEANER		0036931388	090059	02/2009	253.31
08/28/2008	67080	SET FREE BAPTIST FELLOWSHIP	1860				3,000.00
101-5040-434.29-04	07/28/2008	SET FREE BAPTIST FELLOWSH		07/28/2008		01/2009	3,000.00
08/28/2008	67081	SMART STAFF	427				344.25
101-3020-422.21-01	08/12/2008	ROCHER, J W/E 08/10/08		2992	090202	02/2009	344.25
08/28/2008	67082	SOLANA CENTER FOR ENVIRO INNOV	1999				394.90
101-5040-434.29-04	06/30/2008	SOLANA CTR FOR ENVIRONMEN				12/2008	394.90
08/28/2008	67083	SOUTH COUNTY ECONOMIC	484				4,700.00
405-1260-413.28-04	08/26/2008	GOLD SPONSORSHIP		08-26-2008	090243	02/2009	2,700.00
405-1260-413.28-12	07/01/2008	SOUTH COUNTY ECONOMIC		07-01-2008	090236	01/2009	2,000.00
08/28/2008	67084	SPECTRA ASSOCIATES, INC	2				.00
101-1020-411.21-04	06/30/2008	CITY NEWSLETTERS		28165-A		12/2008	3,976.10
101-1020-411.21-04	08/28/2008	CITY NEWSLETTERS		28165-A		02/2009	3,976.10-
08/28/2008	67085	UNION BANK OF CALIFORNIA	735				875.00
101-1920-419.29-04	06/30/2008	FEES, HOLDINGS,ADJS		491557	080296	12/2008	875.00
08/28/2008	67086	UNION TRIBUNE	738				1,551.35
101-1130-412.28-07	08/02/2008	JOB POSTINGS -JULY 08		1009208	090032	02/2009	1,300.00
101-1130-412.28-07	08/02/2008	EMPLOYMENT ADVERTISING		1013038	090032	02/2009	251.35
08/28/2008	67087	WAXIE SANITARY SUPPLY	802				836.88
101-6040-454.30-02	08/05/2008	TOILET TISSUE/LINERS/		70781240	090060	02/2009	836.88
08/28/2008	67088	WEST GROUP CTR	826				118.32
101-1020-411.28-14	08/01/2008	WEST INFO CHGS		816437299	090235	02/2009	118.32
09/03/2008	67089	JESSOP & SON LANDSCAPING	479				6,105.66
101-6010-451.21-04	08/25/2008	AUGUST 2008		388312	090148	02/2009	3,052.83
101-6010-451.21-04	07/31/2008	JULY 2008		388311	090148	01/2009	3,052.83
09/05/2008	67090	ACE UNIFORMS & ACCESSORIES INC	1571				542.94
101-3030-423.25-03	06/26/2008	LIFEGUARD UNIFORMS		A86011	090199	01/2009	542.94
09/05/2008	67091	AFLAC	120				434.35
101-0000-209.01-13	09/04/2008	PPE 8/28/08		20080904		03/2009	434.35
09/05/2008	67092	ALL TEAM STAFFING, INC	1801				3,553.25
101-6040-454.21-01	08/12/2008	SHEPARD, B W/E 08/10/08		5000209	090023	02/2009	366.00
101-6040-454.21-01	08/12/2008	SHEPARD, B W/E 08/10/08		5000209	090023	02/2009	91.50
101-6040-454.21-01	08/12/2008	SHEPARD, B W/E 08/10/08		5000209	090023	02/2009	61.00
101-6040-454.21-01	08/12/2008	SHEPARD, B W/E 08/10/08		5000209	090023	02/2009	381.25
101-6040-454.21-01	08/12/2008	SHEPARD, B W/E 08/10/08		5000209	090023	02/2009	122.00

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101-6040-454.21-01	08/12/2008	SHEPARD, B W/E 08/10/08	5000209	090023 02/2009 30.50	
101-6040-454.21-01	08/12/2008	SHEPARD, B W/E 08/10/08	5000209	090023 02/2009 61.00	
101-6040-454.21-01	08/19/2008	SHEPARD, B W/E 08/17/08	5000215	090023 02/2009 61.00	
101-6040-454.21-01	08/19/2008	SHEPARD, B W/E 08/17/08	5000215	090023 02/2009 91.50	
101-6040-454.21-01	08/19/2008	SHEPARD, B W/E 08/17/08	5000215	090023 02/2009 91.50	
101-6040-454.21-01	08/19/2008	SHEPARD, B W/E 08/17/08	5000215	090023 02/2009 610.00	
101-6040-454.21-01	08/19/2008	SHEPARD, B W/E 08/17/08	5000215	090023 02/2009 61.00	
101-6040-454.21-01	08/19/2008	SHEPARD, B W/E 08/17/08	5000215	090023 02/2009 61.00	
101-6040-454.21-01	08/19/2008	SHEPARD, B W/E 08/17/08	5000215	090023 02/2009 183.00	
101-6040-454.21-01	08/19/2008	SHEPARD, B W/E 08/17/08	5000215	090023 02/2009 61.00	
101-6040-454.21-01	08/26/2008	SHEPARD, B W/E 08/24/08	5000225	090023 02/2009 30.50	
101-6040-454.21-01	08/26/2008	SHEPARD, B W/E 08/24/08	5000225	090023 02/2009 30.50	
101-6040-454.21-01	08/26/2008	SHEPARD, B W/E 08/24/08	5000225	090023 02/2009 305.00	
101-6040-454.21-01	08/26/2008	SHEPARD, B W/E 08/24/08	5000225	090023 02/2009 244.00	
101-6040-454.21-01	08/26/2008	SHEPARD, B W/E 08/24/08	5000225	090023 02/2009 366.00	
101-6040-454.21-01	08/26/2008	SHEPARD, B W/E 08/24/08	5000225	090023 02/2009 91.50	
101-6040-454.21-01	08/26/2008	SHEPARD, B W/E 08/24/08	5000225	090023 02/2009 122.00	
101-6040-454.21-01	08/26/2008	SHEPARD, B W/E 08/24/08	5000225	090023 02/2009 30.50	
09/05/2008	67093	ARROWHEAD MOUNTAIN SPRING WATE	1340		191.61
101-5020-432.30-02	08/22/2008	AUGUST 2008	08H0026726646	090081 02/2009	56.87
101-1010-411.30-02	08/22/2008	JULY 08 DELIVERY	08H0025324922	090100 02/2009	134.74
09/05/2008	67094	BANC OF AMERICA LEASING	1723		237.42
101-3030-423.20-06	08/22/2008	OCTOBER 08 KONICA LEASE	010548191	090189 02/2009	237.42
09/05/2008	67095	CALIF ELECTRIC SUPPLY	609		100.90
101-1910-419.30-02	08/29/2008	FLUOR LAMP	1069-573233	090094 02/2009	100.90
09/05/2008	67096	CALIFORNIA ENV CONTROLS INC	642		3,583.27
601-5060-436.28-01	08/14/2008	CONVERSION KIT	1706	090193 02/2009	3,583.27
09/05/2008	67097	CLEAN HARBORS	913		568.00
101-5040-434.21-04	07/01/2008	PI RECEIPTS	6Y0860938	080172 01/2009	568.00
09/05/2008	67098	CMRTA	1787		40.00
101-1210-413.28-04	09/03/2008	CMRT QUARTERLY MTG	09-18-2008	02/2009	20.00
101-3070-427.28-04	09/03/2008	CMRT QUARTERLY MTG	09-18-2008	02/2009	20.00
09/05/2008	67099	COLONIAL LIFE & ACCIDENT	941		128.43
101-0000-209.01-13	09/04/2008	PPE 8/28/08	20080904	03/2009	128.43
09/05/2008	67100	CORPORATE EXPRESS OFFICE	1038		136.27
101-1210-413.30-01	08/22/2008	OFFICE SUPPLIES	895667731	090009 02/2009	136.27
09/05/2008	67101	CREATIVE BENEFITS INC FSA	1108		310.50
101-0000-209.01-11	09/04/2008	PPE 8/28/08	20080904	03/2009	310.50
09/05/2008	67102	CULLIGAN WATER CO. OF SAN	DIEG 1112		18.95
101-1210-413.30-02	08/17/2008	SEPTEMBER 2008	01224820	090147 02/2009	18.95

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ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
09/05/2008	67103	DESIGNER BOTANICALS	1792				525.00
408-1920-519.20-06	08/18/2008	DESIGN FEES-FACADE IMPRVM	2238		090244	02/2009	525.00
09/05/2008	67104	DOUGLAS K HUMPHREYS	1822				40.00
405-1260-413.20-06	09/01/2008	PROF SRVS APPRAISAL ISSUE	103		F09030	03/2009	40.00
09/05/2008	67105	EDAW, INC	1804				23,301.64
405-1260-513.20-06	08/07/2008	06/28-07/25/08 MIXED USE	1457016		080317	02/2009	23,301.64
09/05/2008	67106	HELLO DIRECT INC	1708				289.07
101-1210-413.30-02	08/19/2008	A/P WIRELESS HEADSET	HD01296945		090223	02/2009	270.26
101-1210-413.28-09	08/19/2008	A/P WIRELESS HEADSET	HD01296945			02/2009	18.81
09/05/2008	67107	I B FIREFIGHTERS ASSOCIATION	214				222.00
101-0000-209.01-08	09/04/2008	PPE 8/28/08	20080904			03/2009	222.00
09/05/2008	67108	ICMA RETIREMENT TRUST 457	242				5,545.72
101-0000-209.01-10	09/04/2008	PPE 8/28/08	20080904			03/2009	5,545.72
09/05/2008	67109	J.H. BENTON CONSTRUCTION, INC.	1964				13,710.00
504-1924-519.20-06	08/19/2008	SAFETY CTR WOODWORK RESTO	1164		090211	02/2009	13,710.00
09/05/2008	67110	JIM SULLIVAN	2				54.83
101-3035-423.28-04	09/02/2008	REIMBURSMENT FOR BANQUET	08-22-2008			02/2009	54.83
09/05/2008	67111	KLEYMANN, ERIC	2				237.50
101-0000-321.72-10	08/27/2008	OL REFUNDS	0004895			02/2009	237.50
09/05/2008	67112	MITCHELL COMMUNICATIONS	1333				1,100.00
101-1920-419.20-06	07/01/2008	VOICE RECORDING & SUPPORT	1722		090208	01/2009	1,100.00
09/05/2008	67113	MME EVENT PRODUCTIONS INC	1701				6,245.67
101-1920-419.21-04	08/26/2008	CONCERT EVENT - RENTALS	1113		090313	02/2009	800.67
101-1920-419.21-04	07/28/2008	CONCERT EVENT PLANNING FI	04-24-2008		090198	01/2009	5,445.00
09/05/2008	67114	MOFFATT & NICHOL	1995				3,660.40
405-1260-413.20-06	08/11/2008	JULY 08 IB BEACH FILL	45331		090247	02/2009	3,660.40
09/05/2008	67115	NASLAND ENGINEERING	1656				13,013.98
408-1920-519.20-06	08/15/2008	THRU 08/15/08 OLD PALM AV	86380		070522	02/2009	13,013.98
09/05/2008	67116	OFFICETEAM	1266				748.08
101-1010-411.10-01	08/19/2008	TEOFILO, J W/E 08/15/08	22187492		090186	02/2009	83.11
101-1110-412.10-01	08/19/2008	TEOFILO, J W/E 08/15/08	22187492		090186	02/2009	66.50
405-1260-413.10-01	08/19/2008	TEOFILO, J W/E 08/15/08	22187492		090186	02/2009	149.62
502-1922-419.10-01	08/19/2008	TEOFILO, J W/E 08/15/08	22187492		090186	02/2009	33.25
101-1010-411.10-01	08/26/2008	TEOFILO, J W/E 08/22/08	22237865		090186	02/2009	103.90
101-1110-412.10-01	08/26/2008	TEOFILO, J W/E 08/22/08	22237865		090186	02/2009	83.12
405-1260-413.10-01	08/26/2008	TEOFILO, J W/E 08/22/08	22237865		090186	02/2009	187.02

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
502-1922-419.10-01	08/26/2008	TEOFILO, J W/E	08/22/08	22237865	090186	02/2009	41.56
09/05/2008	67117	PARTNERSHIP WITH INDUSTRY	1302				1,083.21
101-6040-454.21-04	08/19/2008	PERIOD ENDING	08/15/08	SBG01370	090086	02/2009	1,083.21
09/05/2008	67118	PERVO PAINT CO.	8				1,880.96
101-5010-431.21-23	08/18/2008	PAINT/EPOXY		14920	090017	02/2009	1,342.75
101-5010-431.21-23	08/21/2008	PAINT-STREETS		14958	090017	02/2009	538.21
09/05/2008	67119	RANCHO AUTO & TRUCK PARTS	1685				252.76
501-1921-419.28-16	08/19/2008	CREDIT-CORE RETURN		20995	090064	02/2009	53.88-
601-5060-436.28-01	08/20/2008	HOSE FITTINGS		21037	090064	02/2009	30.60
501-1921-419.28-16	08/21/2008	WIX FILTERS/SPARK PLUGS		21195	090064	02/2009	71.55
501-1921-419.28-16	08/22/2008	MOTOR OIL		21326	090064	02/2009	29.09
501-1921-419.28-16	08/22/2008	BRAKE PARTS		21328	090064	02/2009	175.40
09/05/2008	67120	SBF + G, LLC.	2001				1,200.00
101-1920-419.21-04	08/26/2008	CONCERT EVENT CATERING		08-26-2008	090242	02/2009	1,200.00
09/05/2008	67121	SD MEDICAL	4				6,193.00
101-0000-221.01-05	08/28/2008	BOND REFUND -1131 10TH ST		TBP 08-27		02/2009	6,193.00
09/05/2008	67122	SEIU LOCAL 221	1821				1,448.72
101-0000-209.01-08	09/04/2008	PPE 8/28/08		20080904		03/2009	1,448.72
09/05/2008	67123	SMART STAFF	427				1,298.72
101-3020-422.21-01	08/20/2008	ROCHER, J W/E	08/17/08	3003	090202	02/2009	337.50
101-3020-422.21-01	08/26/2008	ROCHER, J W/E	08/24/08	3011	090202	02/2009	283.50
601-5050-436.20-06	08/12/2008	BOESHANS, J W/E	08/10/08	2991	090206	02/2009	539.78
601-5050-436.20-06	08/26/2008	BOESHANS, J W/E	08/24/08	3012	090206	02/2009	137.94
09/05/2008	67124	THE STAR NEWS	644				408.60
101-1920-419.21-04	08/22/2008	DISPLAY AD FOR ANNUAL CON		02516347-001	F09029	02/2009	204.30
101-1920-419.21-04	08/29/2008	DISPLAY AD FOR ANNUAL CON		02516348-001	F09032	02/2009	204.30
09/05/2008	67125	UNITED WAY OF SAN DIEGO COUNTY	1483				25.00
101-0000-209.01-09	09/04/2008	PPE 8/28/08		20080904		03/2009	25.00
09/05/2008	67126	US MOBILE WIRELESS COMMUNICATI	1983				2,037.78
101-3030-423.30-02	07/18/2008	RADIO BATTERY CHGS/BELT C		540104	090200	01/2009	1,447.39
101-3030-423.28-01	07/29/2008	REPLACEMENT RADIO BATTERI		540085	090201	01/2009	590.39
09/05/2008	67127	WAXIE SANITARY SUPPLY	802				697.73
101-6040-454.30-02	08/27/2008	LINERS/TOILET TISSUE		70823793	090060	02/2009	697.73
09/05/2008	67128	WESTERN HOSE & GASKET	836				280.58
601-5060-436.28-01	08/26/2008	GAGE LINE HOSES		197393	090073	02/2009	280.58
09/05/2008	67129	XEROX CORPORATION	861				1,086.65
101-1920-419.20-17	09/01/2008	AUGUST 2008 VDR-544005		035099952	090195	03/2009	1,086.65

PREPARED 09/08/2008, 10:04:01
PROGRAM: GM350L
CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
FROM 08/12/2008 TO 09/05/2008

PAGE 19
BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
09/05/2008	67130	ZOLL MEDICAL CORPORATION	1976			43,175.00	
210-1235-413.50-04	07/25/2008	FD TURNOUT GEAR	1	090203	01/2009	43,175.00	
DATE RANGE TOTAL *						1,047,164.85 *	



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: SEPTEMBER 17, 2008
ORIGINATING DEPT.: PUBLIC WORKS *HBZ*
SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO.11-5329R AND PROGRAM SUPPLIMENT AGREEMENT NO. 003-N

BACKGROUND:

The Congress of the United States enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs. These transportation programs include, but were not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP).

The Legislature of the State of California enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law. Before federal-funds will be made available for a specific program project, Administering Agency [CITY] and State are required to enter into an agreement to establish terms and conditions applicable to the Administering Agency when receiving federal funds for a designated Project facility and to the subsequent operation and maintenance of that completed facility.

On August 19, 1998, City Council adopted Resolution No. 98-4959 authorizing the City Manager to execute the Administering Agency – State Master Agreement No. 11-5329. Subsequent to that Agreement, various changes in federal and state regulations and policies have occurred requiring a new Agreement be executed.

DISCUSSION:

On or about July 25, 2008, the City of Imperial Beach received a letter from State of California, Department of Transportation, forwarding a new Agreement – 11-5329R (Attachment 2) to replace the existing Master Agreement No. 11-5329. The State also forwarded Supplemental Agreement No. 003-N (Attachment 3). The Supplement Agreement No. 003-N is for a specific funded project, to wit- **Old Palm Avenue Streetscape Project**. The execution of these agreements requires an authorizing resolution that clearly identifies the official authorized to execute the Agreements, specifically “Master Agreement, Administering Agency-State No. 11-5329R” and “Program Supplement Agreement No. 003-N.”

The City Attorney has reviewed these agreements and has "no legal objections to these ... documents' contents."

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

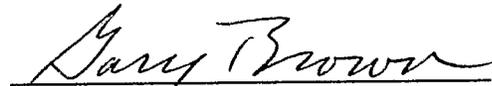
Approval of this resolution will authorize the transfer of up to \$1,000,000 of Federal and State funds to the City of Imperial Beach for the construction of the "Old Palm Avenue Streetscape Project."

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution.
3. Authorize the City Manager to execute the Master Agreement, Administering Agency-State Agreement for Federal-Aid Projects 11-5329R and the Program Supplemental Agreement No. 003-N.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6672
2. Master Agreement, Administering Agency-State No. 11-5329R
3. Program Supplement Agreement No. 003-N

RESOLUTION NO. 2008-6672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO.11-5329R AND PROGRAM SUPPLEMENT AGREEMENT NO. 003-N

WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

WHEREAS, these transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP); and

WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal-funds will be made available for a specific program project, Administering Agency [CITY] and State are required to enter into an agreement to establish terms and conditions applicable to the Administering Agency when receiving federal funds for a designated Project facility and to the subsequent operation and maintenance of that completed facility; and

WHEREAS, on or about July 25, 2008, the City of Imperial Beach received a letter from State of California, Department of Transportation, forwarding a new Agreement – 11-5329R to replace the existing Master Agreement No. 11-5329; and

WHEREAS, the State also forwarded Supplemental Agreement No. 003-N for a specific funded project, to wit- **Old Palm Avenue Streetscape Project**; and

WHEREAS, the execution of these agreements requires an authorizing resolution that clearly identifies the official authorized to execute the Agreements, specifically “Master Agreement, Administering Agency-State No. 11-5329R” and “Program Supplement Agreement No. 003-N.”

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

1. The above recitals are true and correct.
2. The City Manager is authorized to finalize and execute the Master Agreement, Administering Agency-State Agreement for Federal Aid Projects No. 11-5329R and Program Supplemental Agreement No. 003-N.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 17th day of September 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2008-6672 – A Resolution of the City Council of the City of Imperial Beach, California, Authorizing the City Manager to Execute The Master Agreement, Administering Agency-State Agreement for Federal-Aid Projects No.11-5329R and Program Supplement Agreement No. 003-N

CITY CLERK

DATE

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

ATTACHMENT 2

11 City of Imperial Beach

District Administering Agency

Agreement No. 11-5329R

This AGREEMENT, is entered into effective this _____ day of _____, 2008, by and between the City of Imperial Beach, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE, and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS"); and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal-funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for federal-aid projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE or the Federal Highway Administration (FHWA).
3. The E-76/E-76(AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these Federal Funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of Federal Funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, State and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no Further Federal funds are

needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty(180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from Federal Funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide

orderly, timely and efficient relocation of PROJECT- displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, shall also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of the AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of Federal Funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of participating PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. Invoices must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An Indirect Cost Rate Proposal and Central Service Cost Allocation Plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for federal reimbursement.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess Federal Funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all Federal Funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of Federal Funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of Federal Funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-Federal Funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with Federal Funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal Funds encumbered for PROJECT are available for liquidation for a period of seven (7) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless an Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

20. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse moneys due STATE within thirty 30 days of demand, or within such other period as may be agreed in writing between the PARTIES hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

21. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of ARTICLE IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS, and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI -FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all State funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or FTA that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this

AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Imperial Beach

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Imperial Beach
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 es seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT B

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is

necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

PROGRAM SUPPLEMENT NO. N003
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO. 11-5329R

Date: July 03, 2008
 Location: 11-SD-0-IMB
 Project Number: RPSTPLE-5329(004)
 E.A. Number: 11-212764

This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on / / and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. , approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by State of any funds derived from sources noted below obligated to this project, the Administering Agency accepts and will comply with the Special covenants or Remarks set forth on the following pages.

PROJECT LOCATION:
 Old Palm Avenue Streetscape Project

TYPE OF WORK: LENGTH: 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	L220	\$885,300.00	LOCAL	State	OTHER
\$2,003,438.00			\$1,003,438.00	\$114,700.00	\$0.00

CITY OF IMPERIAL BEACH

STATE OF CALIFORNIA
 Department of Transportation

By _____

By _____

Date _____

Chief, Office of Project Implementation
 Division of Local Assistance

Attest _____

Date _____

Title _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *Sam J. Mares* Date 7/7/08 \$885,300.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
171	2007	2660-101-890	2007-2008	20.30.600.731	S	228010	892-F	885,300.00

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

Department of Transportation
Division of Accounting
Local Programs Accounting Branch, MS #33
P. O. Box 942874
Sacramento, CA 94274-0001.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

3. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
4. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of five (5) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the Department on or before 60 days after that applicable fixed fund

SPECIAL COVENANTS OR REMARKS

reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting on that date.

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: SEPTEMBER 17, 2008
ORIGINATING DEPT.: PUBLIC WORKS *HAL*
SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS – AGREEMENT NO. 00136S

BACKGROUND:

The Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds. Although the City of Imperial Beach does not currently have State funding for local transportation projects, the State has recommended that the City have a Master Agreement in place in support of any future fund allocation to the City. Before any State funds can be received by the City a State Master Agreement must be in place.

DISCUSSION:

On or about July 25, 2008, the City of Imperial Beach received a letter from State of California, Department of Transportation, forwarding a new Master Agreement – Administering Agency – State Agreement for State Funded Projects, Agreement No. 00136S (Attachment 2). The City does not have an existing Master Agreement with the State for State Funded Projects. The execution of this agreement requires an authorizing resolution that clearly identifies the official authorized to execute the Agreements, specifically “Master Agreement, Administering Agency-State Agreement for State Funded Projects, Agreement No. 00136S.”

The City Attorney has reviewed these agreements and has “no legal objections to these ... documents’ contents.”

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

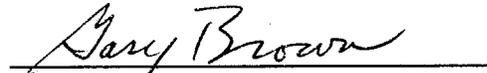
There is no fiscal impact at this time. If the City obtains State Funding for local transportation related projects in the future, this agreement will allow for the receipt and use of those funds.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution.
3. Authorize the City Manager to execute the Master Agreement, Administering Agency-State Agreement for State Funded Projects, Agreement No. 00136S.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6673
2. Master Agreement Administering Agency – Agreement No. 00136S

RESOLUTION NO. 2008-6673

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS – AGREEMENT NO. 00136S

WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

WHEREAS, although the City of Imperial Beach does not currently have State funding for local transportation projects, the State has recommended that the City have a Master Agreement in place in support of any future fund allocation to the City; and

WHEREAS, before any State funds can be received by the City a State Master Agreement must be in place; and

WHEREAS, on or about July 25, 2008, the City of Imperial Beach received a letter from State of California, Department of Transportation, forwarding a new Master Agreement – Administering Agency – State Agreement for State Funded Projects, Agreement No. 00136S; and

WHEREAS, the execution of this agreement requires an authorizing resolution that clearly identifies the official authorized to execute the Agreements, specifically “Master Agreement, Administering Agency-State Agreement for State Funded Projects, Agreement No. 00136S.

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

1. The above recitals are true and correct.
2. The City Manager is authorized to finalize and execute the Master Agreement, Administering Agency-State Agreement for State Funded Projects, Agreement No. 00136S.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 17th day of September 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2008-6673 – A Resolution of the City Council of the City of Imperial Beach, California, Authorizing the City Manager to Execute the Master Agreement, Administering Agency-State Agreement for State Funded Projects – Agreement No. 00136S

CITY CLERK

DATE

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

11 City of Imperial Beach

District Administering Agency

Agreement No. 00136S

This AGREEMENT, is entered into effective this _____ day of _____, 2008, by and between the City of Imperial Beach, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.

7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.

8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E),

advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a

full-time employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Imperial Beach

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Imperial Beach
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER

MEETING DATE: SEPTEMBER 17, 2008
ORIGINATING DEPT.: CITY CLERK

SUBJECT: CONFLICT OF INTEREST CODE UPDATE

BACKGROUND:

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate and up to date, or if the code must be amended. Following review, notice regarding status of the code must be submitted to the code reviewing body no later than October 1 of even-numbered years.

DISCUSSION:

The City of Imperial Beach adopted Regulation 18730 (referred to as the model or standard code by the Fair Political Practices Commission) by reference and, as such, the body of the code is up to date. However, due to changes in staff positions and corrections to staff position titles, the Appendix must be updated and approved.

FISCAL IMPACT:

None related to this report.

DEPARTMENT RECOMMENDATION:

Approve Resolution No. 2008-6674 adopting an updated Appendix to the Conflict of Interest Code as shown in Attachment 1.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

A handwritten signature in cursive script that reads 'Gary Brown'.

Gary Brown, City Manager

Attachments

1. Appendix 1 - strikethrough version showing changes in staff positions and corrections to staff position titles
2. Resolution No. 2008-6674 with final version of Appendix 1

CONFLICT OF INTEREST CODE APPENDIX 1– SEPTEMBER 2008 (Strikethrough Version)

ATTACHMENT 1

Title	Disclosure Categories
Mayor, Councilmembers, Public Fac., Corp. Members	*/
City Manager	*/
City Attorney	*/
Finance Director/City Treasurer	*/
Planning Commissioners	*/
City Clerk	1,2,7
Assistant City Attorney(s)	1,2,7
Director of Community Development <u>Director</u>	1,2,7
Director of Public Safety <u>Director/Fire Chief</u>	1,2,7
Director of Public Works <u>Director</u>	1,2,7
Assistant City Manager	1,2,7
City Planner	1,2,7
Deputy Fire Chief	1,2,7
<u>Environmental Program Manager</u>	<u>1,2,7</u>
Project Manager Technician	1,2,7
<u>Lifeguard Captain</u>	<u>1,2,7</u>
<u>Management Analyst</u>	<u>1,2,7</u>
<u>Network Administrator</u>	<u>1,2,7</u>
Redevelopment Coordinator	1,2,7
Personnel <u>Services Assistant Officer</u>	1,2,7
Building Official	1,2,7
Building/ and Housing Inspectors <u>I and II</u>	3,7
Fire Marshal	5,6
Public Works Superintendent	3,4
Risk Manager	1,7
Finance Supervisor	3
Code Enforcement <u>Compliance</u> Officer	3,7
Design Review Board Members	2,4,7
Tidelands Advisory Committee <u>Members</u>	2,4,7
All other Council appointed Boards, Commission <u>s</u> , & Committees	2,4,7
Port Commissioner	1,2,4,7
Consultants	If designated in their contracts, for the categories specified in their contracts by Council, City Manager, or Purchasing Officer

*/ As required by Government Code Sections 87200-87210, included for disqualification purposes only. See Government Code Section 87206-87210 for disclosure requirement.

RESOLUTION NO. 2008-6674

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING AN UPDATED APPENDIX TO THE CONFLICT OF INTEREST CODE

WHEREAS, pursuant to Government Code Section 87300, the Political Reform Act requires all local governmental agencies to adopt Conflict of Interest Codes applicable to every officer, employee, member or consultant of the agency whose position entails the making or participating in the making of decisions which may foreseeably have a material financial effect on any financial interest, and which Code requires such designated employees to disclose and disqualify themselves from making, participating in, or attempting to influence such decisions; and

WHEREAS, the City adopted a Conflict of Interest Code that incorporated Fair Political Practices Commission Reg. 18730 by reference (Exhibit A) by Resolution No. 91-4020; and

WHEREAS, the City updated Appendixes to the Code by adopting Resolution Nos. 94-4419, 98-4970, 2000-5307, 2002-5662, 2004-5911, 2004-6030 and 2006-6390; and

WHEREAS, the existing Appendix of designated positions is out of date due to changes in staff positions and corrections to staff position titles.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Imperial Beach does hereby adopt the attached Appendix 1 to the Conflict of Interest Code, dated September 2008.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 17th day of September 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2008-6674 – A Resolution of the City Council of the City of Imperial Beach, California, ADOPTING AN UPDATED APPENDIX TO THE CONFLICT OF INTEREST CODE.

CITY CLERK

DATE

CONFLICT OF INTEREST CODE APPENDIX 1– SEPTEMBER 2008

Title	Disclosure Categories
Mayor, Councilmembers, Public Fac., Corp. Members	*/
City Manager	*/
City Attorney	*/
Finance Director/City Treasurer	*/
Planning Commissioners	*/
City Clerk	1,2,7
Assistant City Attorney(s)	1,2,7
Community Development Director	1,2,7
Public Safety Director/Fire Chief	1,2,7
Public Works Director	1,2,7
Assistant City Manager	1,2,7
City Planner	1,2,7
Environmental Program Manager	1,2,7
Project Manager Technician	1,2,7
Lifeguard Captain	1,2,7
Management Analyst	1,2,7
Network Administrator	1,2,7
Redevelopment Coordinator	1,2,7
Personnel Services Assistant	1,2,7
Building Official	1,2,7
Building/Housing Inspector I and II	3,7
Public Works Superintendent	3,4
Finance Supervisor	3
Code Compliance Officer	3,7
Design Review Board Members	2,4,7
Tidelands Advisory Committee Members	2,4,7
All other Council appointed Boards, Commissions, & Committees	2,4,7
Port Commissioner	1,2,4,7
Consultants	If designated in their contracts, for the categories specified in their contracts by Council, City Manager, or Purchasing Officer

*/ As required by Government Code Sections 87200-87210, included for disqualification purposes only. See Government Code Section 87206-87210 for disclosure requirements.

2008 Local Agency Biennial Notice

Name of Agency: City of Imperial Beach
Mailing Address: 825 IB Blvd.
Contact Person: Jacqueline Hald Office Phone No: (619) 423-8616
E-mail: jhald@cityofib.org Fax No: (619) 628-1395

This agency has reviewed its conflict-of-interest code and has determined that:

An amendment is required. The following amendments are necessary:
(Check all that apply.)

- Include new positions (including consultants) that must be designated.
- Delete positions that manage public investments from the list of designated positions.
- Revise disclosure categories.
- Revise the titles of existing positions.
- Delete titles of positions that have been abolished.
- Other (describe) _____

Code is currently under review by the code-reviewing body.

No amendment is required.

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.



Signature of Chief Executive Officer

9/10/08

Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **October 1, 2008**, to:

825 Imperial Beach Blvd., Imperial Beach, CA 91932

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

Fair Political Practices Commission
428 J Street, Suite 620, Sacramento, CA 95833
For Technical Assistance: (866) ASK-FPPC

EXHIBIT A TO CONFLICT OF INTEREST CODE

Regulations of the Fair Political Practices Commission

Title 2, Division 6, California Code of Regulations

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies. 1

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. 2

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. section 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property ³ is required to be reported, ⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported, ⁵ the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or

greater than one hundred thousand dollars (\$100,000);

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$390.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$390 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness

created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated

employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$390 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 and 2 Cal. Code Regs. sections 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

1 Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

2 See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3 For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4 Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

5 A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

6 Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer

and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE CITY COUNCIL

FROM: CITY MANAGER

MEETING DATE: SEPTEMBER 17, 2008

ORIGINATING DEPT.: CITY ATTORNEY

**SUBJECT: ORDINANCE NO. 2008-1076 TO AMEND CHAPTER 1.18
(ADMINISTRATIVE APPEAL PROCEDURES AND TIME
LIMITS FOR APPEAL) OF THE IMPERIAL BEACH
MUNICIPAL CODE REGARDING APPEALS
PROCEDURES FOR CERTAIN ADMINISTRATIVE
DECISIONS**

BACKGROUND:

Over recent years, several instances have arisen in which many of the thresholds placed on development projects requiring the triggering of alley improvements, sidewalks and undergrounding requirements have created perceived inequities in which the property owner has to pay a large percentage of project costs for public improvements.

In addition to development issues, it has come to the attention of the City Attorney that the City does not have a default appeal mechanism for issues such as permits and other matters in which First Amendment or other constitutional conduct may be regulated without a clearly defined appeal process to allow an expedited review of individual administrative determinations.

This ordinance is an attempt to address both issues. It establishes an administrative appeals process on those matters that must be resolved quickly in order to allow citizens quick access to a policy determination regarding individual rights and responsibilities.

DISCUSSION:

The attached ordinance is intended to establish an appeals process that can be administered quickly to resolve perceived statutory or constitutional violations with regards to permits, entitlements and licensing conditions. It gives administrative

authority to City staff to adjust certain development standards that exceed legally required standards under constitutional or statutory law. This chapter would apply to projects where a property owner is required to install curbs, gutters, sidewalks, streets or alleys, underground utilities, sewer line extensions or similar projects where specific findings can be made by staff that the property owner will be specifically harmed.

This process will require that a person who receives written notice of a potentially unconstitutional permit condition or licensing requirement must file an appeal within fifteen days. This appeal will be heard by the City Manager or his or her designee. The hearing process would be expedited and individuals who are indigent could receive a fee waiver based on actual showing of indigency. Once the decision is issued, the condition will either be imposed or removed depending on the findings of the hearing officer.

For instance, this would allow a person receiving a permit or license to conduct certain expressive activities to seek quick review of a condition that is claimed to violate First Amendment rights. Once the administrative determination is made, the procedure also allows for quick judicial review if the applicant is dissatisfied with the result. Federal constitutional law requires that cities put in place expedited hearing processes for certain types of First Amendment conduct. This ordinance would accomplish that purpose. The ordinance is also intended to allow a property owner to seek a quick resolution of any fee issue or condition of approval such as undergrounding, based on constitutional grounds, quickly. Nothing in the ordinance prevents the person from seeking remedies under the State Fee Mitigation Act, which is intended to give developers in California the ability to challenge fees or exactions in court after they are imposed by a city. Under the Fee Mitigation Act, a suit must be brought after approval of an allegedly illegal condition by a City. The purpose of this administrative process is to give one more avenue to cut off issues before they reach the court.

ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) because it is not a project as defined in Section 15378.

FISCAL IMPACT:

There may be some minor fiscal impacts for hearings conducted for indigent persons seeking permits or entitlements.

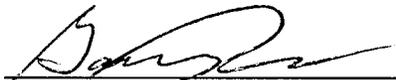
DEPARTMENT RECOMMENDATION:

City Attorney Recommends the Mayor and City Council:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1076, An Ordinance of The City Council Of The City Of Imperial Beach, California, to Amend Chapter 1.18 (Administrative Appeal Procedures And Time Limits For Appeal) of the Imperial Beach Municipal Code Regarding Appeals Procedures for Certain Administrative Decisions
3. City Clerk to read Ordinance 2008-1076; and
4. Motion to dispense the first reading and introduce Ordinance No. 2008-1076 by title only.

CITY MANAGER RECOMMENDATION:

To approve Staff Recommendation:



Gary Brown, City Manager

Attachments:

1. Ordinance 2008-1076

ORDINANCE NO. 2008-1076

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, TO AMEND CHAPTER 1.18 (ADMINISTRATIVE APPEAL PROCEDURES AND TIME LIMITS FOR APPEAL) OF THE IMPERIAL BEACH MUNICIPAL CODE REGARDING APPEALS PROCEDURES FOR CERTAIN ADMINISTRATIVE DECISIONS

WHEREAS, the City has fees, conditions and other entitlement requirements that in rare instances may result in a statutory or constitutional deprivation if applied uniformly to all circumstances; and

WHEREAS, the City Council desires to establish an administrative process to allow applicants to quickly determine the applicability of conditions, fees or other entitlement restrictions which may violate specific statutory or constitutional requirements; and

WHEREAS, the City Council desires to establish an administrative review process that allows for pre-approval review of questions involving certain applications of conditions, fees or other entitlement restrictions in a way that supplements the Fee Mitigation Act (Government Code Section 66000–66025, as amended), but does not replace the State procedure or the public hearing development review process.

NOW, THEREFORE, the City Council of Imperial Beach hereby ordains as follows:

Section 1: Section 1.18.010 (Appeals of Administrative Decisions) is hereby repealed.

Section 2: Chapter 1.18 (Administrative Appeal Procedures and Time Limits for Appeal) is hereby readopted to read as follows:

Section 1.18. Administrative Appeal Procedures and Time Limits for Appeal.

Section 1.18.010 Purpose (Administrative Authority To Adjust Certain Development Standards).

The Directors of Community Development and Public Works shall have the authority to adjust certain standards applicable to building and development that, if applied in a strict manner, would result in a deprivation of vested property rights due to the lack of a sufficient nexus between the condition to be imposed and the purpose of the project being proposed. This administrative discretion shall also apply to situations in which the condition of approval of the building or development exceeds the proportion

of benefit received by the property owner in seeking the approval to such an extent that the imposition of the condition would amount to a legally compensable constitutional or statutory claim. This Chapter shall apply to conditions of project approval found in Imperial Beach Municipal Code Sections 12.08.040 (installation of curbs, gutters, sidewalks, streets and alleys), 12.08.085 (alley improvements), 13.08.060 (underground utilities), 15.44.010 (sewer line extensions) and other sections in which specific findings can be made of probable compensable harm.

For conditions of a non-development or building-related permit, entitlement, fee or other requirement that is alleged to violate a statutory or constitutional requirement, this Chapter shall provide a review process for any matter not otherwise provided for in this code or under other applicable laws. The initial determination of the department head with primary responsibility over the matter shall be subject to the appeal process established in this Chapter.

1.180.020 Appeal of administrative action not otherwise addressed in the Municipal Code.

A. Any person who is an applicant for a permit, entitlement or license secured under this Municipal Code shall have the right to contest the application of a condition, fee or other licensing requirement (administrative determination) that the person claims exceeds statutory or constitutional requirements for which no other remedy is applicable under this Municipal Code. The Applicant for a permit, entitlement or other right may contest that there is a legal right to require the condition, fee or other licensing requirement covered by this Municipal Code by completing a request for hearing form and returning it to the City Clerk shall be 15 days from receiving notice of the Permit, entitlement or license containing the alleged invalid fee, condition or requirement. The "issuance date" of the condition being challenged shall be the date that the Applicant receives written notice of the condition, fee or other licensing requirement from the City. The request for hearing shall be accompanied by a deposit in the amount established by the City's Fee Resolution for appeals or by a sworn declaration together with documentation demonstrating to the satisfaction of the City Manager the person's actual financial inability to deposit the amount of the deposit in advance of the hearing ("hardship waiver"). Any deposit shall be refunded within 10 days of a determination, after a hearing, that the person appealing hereunder was not responsible for the condition, fee or other licensing requirement. If the administrative determination is a partial modification of the condition, fee or other licensing requirement, the hearing officer shall determine whether the deposit shall be refunded, wholly or in part. If the Permit, entitlement or license must be approved by the City Council or other City Commission, the request for hearing must be filed within 15 days notice of the written condition of approval is submitted by staff to the applicant for issues in which this Code does not establish either an appeal process or authority for the City Council or Commission to waive the requirement.

B. The City Manager or appointed hearing officer shall issue a letter to the person submitting a hardship waiver declaration granting or denying the waiver. If

waiver is denied, the appeal shall be dismissed unless the deposit is made within five days of the date of the letter. The determination of the City Manager or appointed hearing officer shall be final and shall not be subject to appeal or judicial review.

1.18.030 Hearing officer.

The Imperial Beach City Manager shall designate the hearing officer for the administrative determination hearing. The City Manager shall serve as the hearing officer if no delegation is made. The City, if any, shall pay the compensation of the hearing officer. Compensation shall not be directly or indirectly conditioned upon whether or not conditions, fees or other licensing requirements are upheld by the hearing officer.

1.18.040 Hearing procedure.

A. No hearing to appeal an administrative determination shall be held unless and until a request for hearing form has been completed and submitted in accordance with the administrative policies established by the City Manager, and the deposit has been made or hardship waiver granted.

B. A hearing before the hearing officer shall be set for a date that is not sooner than 15 and not more than 60 days from the date that the request for hearing is filed in accordance with the provisions of this chapter. If the appellant asserts that First Amendment rights are impaired by the administrative determination and requests an earlier hearing, the hearing shall be within five days from the date of such request. The appellant shall be notified of the time and place set for the hearing at least 10 days prior to the date of the hearing unless the hearing date has been expedited.

C. The hearing officer shall only consider evidence that is relevant to whether the condition, fee or licensing requirement exceeds the authority of the City under the authority granted to the City by the applicable legislation or by the minimum standards established in the United States and/or California Constitution. In the case of land use, building or subdivision exaction requirements, the administrative determination must demonstrate a lack of a direct nexus and or rough proportionality between the administrative determination and the burden placed on the property by the public resources. In all other matters, the standard of review shall be based upon the statutory or constitutional requirements being asserted. Courtroom rules of evidence shall not apply. Relevant hearsay evidence and written reports may be admitted whether or not the speaker or author is present to testify if the hearing officer determines that the evidence is reliable. Admission of evidence and the conduct of the hearing shall be controlled by the hearing officer in accordance with the fundamentals of due process. The hearing officer may limit the total length of the hearing to one hour, and shall allow the appellant at least as much time to present its case as is allowed by the City.

D. The appellant shall be given the opportunity to testify and present witnesses and evidence concerning the administrative determination. The City's case

shall be presented by an enforcement officer or by the City Attorney's office. Legal counsel may represent the appellant.

E. The failure of the appellant to appear at the hearing shall constitute a forfeiture of the deposit and a failure to exhaust administrative remedies.

F. The administrative determination and any additional documents prepared by the City in connection with the administrative determination(s) may be submitted by the enforcement officer and shall constitute prima facie evidence of the respective facts contained in those documents.

G. If the appellant so requests, the City shall provide to the appellant copies of all documents that it intends to introduce at the hearing. Such copies shall be provided to the appellant within five days of the request. If, after copies of documents have been provided to appellant, the City determines to submit to the hearing officer additional documents then, whenever possible, a copy of such documents shall be provided to the appellant prior to the hearing.

H. The hearing officer may continue the hearing and request additional information from the enforcement officer or the appellant prior to issuing a written decision.

1.18.050 Hearing officer's decision.

A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer may announce a decision orally, but in any event, shall prepare a written decision. The decision shall be provided to the parties within 10 days of the hearing and shall either affirm the issuance of the administrative determination as issued or dismiss the administrative determination. The decision shall briefly state the reasons for the conclusion of the hearing officer. The City shall serve the decision on the appellant by mail. The written decision shall be mailed to the responsible person designated by the appellant to receive the decision by certified mail, postage prepaid with a requested return receipt. Simultaneously, the decision shall be sent by first class mail. If the decision is sent by certified mail and returned unsigned, then service shall be deemed effective pursuant to first class mail, provided the decision sent by first class mail is not returned. The decision of the hearing officer shall be final. If the hearing officer determines that First Amendment rights are involved, the decision shall be issued orally at the conclusion of the hearing and shall be effective immediately. A written decision shall thereafter be issued as provided herein below.

B. If the hearing officer affirms the administrative determination, then the City shall retain the deposit. If a hardship waiver was granted, the decision shall set forth a payment schedule for the hearing fee.

C. If the hearing officer dismisses the administrative determination, then the City shall promptly refund the deposit. If the hearing officer either reduces or modifies

the administrative determination, the hearing officer shall determine if all or part of the deposit is to be returned to the appellant.

D. The decision of the hearing officer shall be final.

1.18.060 Time Limits for Imperial Beach Administrative Determinations.

The provisions of Section 1094.6 of the Code of Civil Procedure are applicable to all final administrative determinations made under the authority of the Imperial Beach Municipal Code. Notwithstanding the foregoing, all decisions related to First Amendment conduct shall be subject to the appeal process set out under Code of Civil Procedure Section 1094.8.

1.18.060 Fee Mitigation Act Procedure.

Nothing herein shall prevent any person from seeking remedies under the Fee Mitigation Act (Government Code Section 66000-66025, as amended). All remedies in this Municipal Code related to fees, conditions of approval and/or exactions for "development", including administrative appeal procedures set out under Chapter 1.18 herein, shall be subject applicable limitations of actions and claims procedures set out in Government Code Section 66020-66025, as amended, upon any final action taken under this Municipal Code. The remedies in this Municipal Code are cumulative and do not supplant any other remedies under California law.

1.18.070 Time Limits.

The provisions of Section 1094.6 of the California Code of Civil Procedure, as amended, are applicable to the City of Imperial Beach. The time limits contained in Section 1094.6 of the California Code of Civil Procedure shall be applicable to decisions of the City Council or any other final decision rendered under the authority of this Municipal Code by any officer or body.

Section 3: Severability. If the title, or any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held by a court of competent jurisdiction to be invalid or unconstitutional such decision shall not affect the validity of the remaining portions of this Ordinance and title and each section, subsection, clause or phrase hereof irrespective of the fact that the title or any one or more sections, subsections, clauses or phrases be declared invalid or unconstitutional.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, held the __th day of ____ 2008; 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 _____, 2008 by the following roll call vote:

AYES:
NOES:
ABSENT:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CITY CLERK

APPROVED AS TO FORM:

JAMES P. LOUGH, CITY ATTORNEY

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of the Ordinance No. 2008 -1076; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, TO AMEND CHAPTER 1.18 (ADMINISTRATIVE APPEAL PROCEDURES AND TIME LIMITS FOR APPEAL) OF THE IMPERIAL BEACH MUNICIPAL CODE REGARDING APPEALS PROCEDURES FOR CERTAIN ADMINISTRATIVE DECISIONS.

CITY CLERK

DATE



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE CITY COUNCIL

FROM: CITY MANAGER

MEETING DATE: SEPTEMBER 17, 2008

ORIGINATING DEPT.: CITY ATTORNEY

**SUBJECT: ORDINANCE NO. 2008-1075 MAKING CLARIFYING
CHANGES TO TITLE 2 OF THE IMPERIAL BEACH
MUNICIPAL CODE**

BACKGROUND:

As part of the clean up of the City Code, the City Clerk and the City Attorney are periodically forward changes to the Municipal Code. These changes are clean up measures in Title II of the Municipal Code.

DISCUSSION:

The attached Ordinance is a general clean up measure intended to make changes in Title II. These changes are recommended to bring the Title up to date on the current structure of Imperial Beach administrative practice and to clarify various provisions.

City Manager:

Under Chapter 2.04, this ordinance makes clarifying changes to provisions for the office of City Manager. The amendments are clarifications to make clear that the City Manager position is subject to the general laws of the State of California and the Municipal Code. It also designates, under Section 2.04.050 the assumption of the duties by the Assistant City Manager when the City Manager is absent or unable to perform the duties of the office.

Mayor's Duties:

Two changes are made to Chapter 2.08 regarding the duties of the Mayor. First, a subsection is removed which allows the Mayor to supervise personnel. Under the Council/Manager form of government, the supervision of City personnel falls under the City Manager's authority. Second, it is clarified that the Mayor's position is a part-time position, not a full-time position.

Commissions, Boards and Committees:

Under Section 2.18.020, the staggered terms of the offices of commissioners is removed. This section was fully implemented at the end of 1998. Chapter 2.20 is also modified to change the title from “City Commissions” to “Commissions, Boards and Committees” to better reflect the application of the chapter. This chapter is clarified to add boards and standing committees in a manner which is consistent with the Ralph M. Brown Act. Also, certain procedural aspects are clarified to make them consistent with current City practice.

Parks and Recreation Commission:

The Parks and Recreation Commission chapter is also repealed. Currently, the City does not have a Parks and Recreation Commission.

Council Procedures:

Under Section 7, the provisions regarding the Mayor’s allotment of time to individual speakers is modified consistent with Council direction given at its last meeting. This additional language states as follows:

The Mayor’s allotment of time to any speaker may be increased or decreased by a majority vote of the quorum.

This change implements current practice and is meant to clarify Section 2.12.150(A)(10).

ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) because it is not a project as defined in Section 15378.

FISCAL IMPACT:

None.

DEPARTMENT RECOMMENDATION:

City Attorney Recommends the Mayor and City Council:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1075, an Ordinance of the City Council of the City of Imperial Beach, California Repealing Chapter 2.32 (Recreation and Park Commission) of the Imperial Beach Municipal Code;
3. City Clerk to read Ordinance 2008-1075; and
4. Motion to dispense the first reading and introduce Ordinance No. 2008-1075 by title only.

CITY MANAGER RECOMMENDATION:

To approve Staff Recommendation:



Gary Brown, City Manager

Attachments:

1. Ordinance 2008-1075, An Ordinance of the City Council of the City of Imperial Beach, California making certain clarifying amendments to Title II of the Imperial Beach Municipal Code.
2. Imperial Beach Municipal Code Chapter 2.32 (Recreation and Park Commission).

ORDINANCE NO. 2008-1075

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA MAKING CERTAIN CLARIFYING CHANGES TO TITLE 2 OF THE IMPERIAL BEACH MUNICIPAL CODE

WHEREAS, Title II of the Imperial Beach Municipal Code contains references that are out of date to Commissions that are no longer in existence (Parks & Recreation and Youth Commissions); and

WHEREAS, the City Council desires to clarify the code by deleting the references to now-defunct Commissions; and

WHEREAS, provisions relating to the Mayor, City Manager, Commission appointment schedules are either out dated or in need of clarification.

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

SECTION 1: Chapter 2.04 (City Manager) is hereby amended to read as follows:

2.04.010. Office created--Appointment.

The office of the city manager is created and established under the laws of the State of California for general law cities and the requirements of this municipal code. The city manager shall be appointed by the city council solely on the basis of his executive and administrative qualifications and ability and shall hold office for and during the pleasure of the city council.

2.04.020. Residency.

Residence in the city at the time of appointment shall not be required as a condition of appointment. Residency in the city shall not be a condition for continued employment.

2.04.030. Eligibility of former councilmembers.

No person elected as a councilman of the city shall, subsequent to such election, be eligible for appointment as a city manager until after one year has elapsed since such council member has ceased to be a member of the city council.

2.04.040. Bond.

The city manager shall furnish a corporate surety bond, to be approved by the city council in such sum as may be determined by the city council, and which shall be conditioned on a faithful performance of the duties imposed upon the city manager as

prescribed in this chapter. Any premium for such bond shall be a proper charge against the city.

2.04.050. Absence--Performance of duties.

In the case of the absence or disability of the city manager, the city council may designate some duly qualified person to perform the duties of the city manager during the period of absence or disability of the city manager, subject, however, to such person furnishing a corporate surety bond conditioned on a faithful performance of the duties required to be performed as set forth in Section 2.04.040. In the absence of a designation, the Assistant City Manager shall assume the duties of the office for the period of the absence or inability to perform the duties of the office.

2.04.060. Powers and duties.

A. The city manager shall be the administrative head of the city government under the direction and control of the city council, except as otherwise provided in this chapter. He/she shall be responsible for the efficient administration of all the affairs of the city, which are under his/her control.

B. In addition to his general powers as administrative head, and not as a limitation thereon, it shall be his/her duty and he/she shall have the following powers:

1. Enforcement of Laws. To see that the laws of the state pertaining to the city and all laws and ordinances of the city are duly enforced and that all franchises, permits and privileges granted by the city are faithfully observed;
2. Personnel Administration. To control, order and give directions to all heads of departments and to subordinate officers and employees of the city under his/her jurisdiction, except the city attorney;
3. Officer and Employee Promotion and Demotion. To appoint, remove, promote and demote any and all officers and employees of the city except the city attorney;
4. Departments and Divisions Supervision. To exercise control over and supervise in general all departments and divisions of the city government and all appointive officers and employees thereof, including the city clerk and the city treasurer, but not including the city attorney;
5. Council Meeting Attendance. To attend all gatherings of the city council unless excused therefrom by the city council, except when his/her removal is under consideration by the city council;
6. Legislation. To recommend to the city council for adoption such measures and ordinances as he deems necessary or expedient;

7. Financial Advisement. To keep the city council at all times fully advised as to the financial conditions and needs of the city;
8. Budgeting. To prepare and submit to the city council the annual budget and to administer it after adoption;
9. Purchasing. To purchase or cause to be purchased all supplies for the departments or divisions of the city;
10. Investigations. To make investigation into the affairs of the city and any department or division thereof and any contract or the proper performance of any obligation running to the city;
11. Complaints. To investigate all complaints in relation to matters concerning the administration of the government of the city and in regard to the services maintained by public utilities in the city, and to see that all franchises, permits and privileges granted by the city are faithfully observed;
12. Supervision of Public Property. To execute general supervision over all public buildings, public parks, streets and other public property which are under the control and jurisdiction of the city council;
13. Devotion of Time. To devote his/her entire time to the duties and interests of the city;
14. Reports and Recommendations. To make reports and recommendations as may be desirable or as requested by the city council;
15. Civic Leadership. To provide leadership for civic movements designated to benefit residents of the city when so authorized by the city council;
16. Lien Contracts. In accordance with Section 40602 of the Government Code of the State of California, the city manager is authorized to sign lien contracts for and on behalf of the city; and
17. Other Duties. To perform such other duties and exercise such other powers as may be delegated to him/her from time to time by ordinance, resolution, council adopted administrative policy or other action of the city council, and to hold and perform the duties thereof at the pleasure of the city council.

2.04.070. Ex officio member of boards, commissions, and committees.

The city manager shall be an ex officio member of all boards, commissions and committees appointed by the mayor and the city council pursuant to law, with a right to participate in all deliberations and actions by his voice but without vote.

2.04.080. Cooperation with other officials.

It shall be the duty of all the subordinate officers, including the city clerk, city treasurer, and the city attorney to cooperate with and assist the city manager in administering the affairs of the city most efficiently, economically and harmoniously so far as may be consistent with their duties as prescribed by law, administrative policy and ordinances of the city.

2.04.090. Relationship to council.

The City Council and its members shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry; and neither the City Council nor any members thereof shall give orders to any subordinates of the City Manager.

2.04.100. Removal--Procedure.

A. The removal of the City Manager shall be only upon a three-member vote of the whole Council of the City. In case of his/her intended removal by the Council, the City Manager shall be furnished with a written notice stating the Council's intention to remove him/her and the reasons therefore, at least thirty days before the effective date of his/her removal.

B. Within seven days after delivery to the City Manager of such notice, he/she may by written notification to the City Clerk request a public hearing before the Council. Thereafter, the Council shall fix a time for the public hearing which shall be held at its usual meeting place, but before the expiration of the thirty-day period, and at which time the City Manager shall appear and be heard.

C. After furnishing the City Manager with written notice of intended removal, the City Council may suspend him/her from duty, but his/her compensation shall continue until his/her removal by a resolution of the Council passed subsequent to the aforesaid public hearing.

D. In removing the City Manager, the City Council shall use its uncontrolled discretion and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing, the purpose of which is for the City Manager to publicly present to the City Council his/her grounds for opposition to removal prior to its action.

2.04.110. Removal--Limitation.

A. Notwithstanding the provisions of Section 2.04.100, the City Manager shall not be removed from office during or within the period of ninety days next succeeding

any general municipal election held in the City at which election a member of the City Council is elected.

B. The purpose of this provision is to allow any newly elected member to the City Council or a reorganized City Council to observe the actions and ability of the City Manager in the performance of the powers and duties of his office.

C. After the expiration of said ninety-day period, the provisions of Section 2.04.100 as to the removal of the City Manager shall apply and be effective.

2.04.120. Compensation.

A. The City Manager shall receive such compensation as the City Council shall from time to time determine and fix by resolution, and such compensation shall be a proper charge against such funds of the City as the City Council shall designate.

B. The City Manager shall be reimbursed for all sums necessarily incurred or paid by him in the performance of his duties, or incurred when traveling on business pertaining to the City under direction of the City Council. Reimbursement shall only be made, however, when a verified itemized claim, setting forth the sums expended for which the reimbursement is requested, is presented to the City Council and by the City Council duly approved and allowed.

SECTION 2: Section 2.08.030 shall be amended to read as follows:

2.08.030 Mayor's duties.

The Mayor, as a member of the City Council, shall perform all the functions and have all of the powers and rights of a duly elected Councilmember. In addition to those powers and duties, the Mayor shall have the power and duty:

A. To report to the City Council annually and from time to time on the affairs of the City and to recommend for its consideration such matters as he/she deems necessary;

B. To be official head of the City for all political and ceremonial purposes;

C. To assume the primary, but not the exclusive responsibility, for interpreting to the people the policies, programs and needs of the City Government and for informing the people of any major change in policy or program. The Mayor may represent the City in any and all matters involving other governmental agencies; provided, that no act, promise, commitment or agreement entered into or committed by the Mayor shall be binding upon the City unless duly authorized or ratified by the City Council;

D. To represent the City in all regional public agencies which require an elected City Official, unless otherwise determined by the City Council;

E. To perform such other duties consistent with the office as may be prescribed by state law or delegated to the Mayor or imposed on the Mayor by the City Council if not inconsistent with state and federal law; and

F. In general, to exercise the function as Mayor of the City during the hours and times as shall be necessary to discharge the duties imposed upon the Mayor in a capacity which will be considered to be part-time.

SECTION 3: 2.18.020 (Staggered Terms of Office) is hereby repealed.

SECTION 4: Chapter 2.20 (City Commissions) shall be amended to have a new title: "Commissions, Boards and Committees."

SECTION 5: Chapter 2.20 (City Commissions) shall be further amended to read as follows:

Chapter 2.20 Commissions, Boards and Committees

2.20.010 Record of Proceedings.

All commissions, boards and standing committees of the city shall prepare minutes of all of their proceedings and, in addition, all such commission, board and standing committee proceedings shall be electronically recorded. It shall be the responsibility of each commission, board or standing committee recording secretary to assure that minutes are filed with the city clerk on the first working day after the minutes are approved by the commission, board or standing committee and to assure that all electronic recordings of commission proceedings are deposited with the city clerk on the first working day following such recording.

2.20.020 Notice of Meetings.

All commissions, boards or standing committees of the city are declared to be subject to the provisions of the Ralph M. Brown Act contained in the California Government Code or any amendments thereto. The City Clerk shall approve all notices of regular and special meetings prior to posting and an original copy of the notice shall be filed by the City Clerk in the official records of the City.

SECTION 6: Chapter 2.32 (Recreation and Park Commission) of the Imperial Beach Municipal Code is hereby repealed.

SECTION 7: Section 2.12.150 (A)(10) is hereby amended to read as follows:

10. Time Limits. The Mayor may limit a person's speaking time to a reasonable period (typically three minutes for individuals) so that the business of the City Council is performed expeditiously and unnecessary repetition is avoided. The Mayor's allotment of time to any speaker may be increased or decreased by a majority vote of the quorum. Further time may be granted to the person addressing the City Council by the Mayor or by a majority vote of the City Council from a person or persons who are present when the speaker addresses the City Council for no more than a total of six minutes. Individuals donating their time waive their individual time to speak on the matter.

11. Additional Opportunity to Address the Council. Subject to the needs of the City Council to expeditiously perform its business and to avoid repetitive testimony, a person may be permitted by the Mayor to address the City Council more than once on any particular item. No person may address the City Council more than once on an item until all persons present and wishing to address the City Council have been provided the opportunity to do so. The Mayor may limit a person's additional speaking time and may not permit repetitive testimony from any person.

SECTION 8: This ordinance shall become effective no sooner than thirty (30) days following its passage and adoption by the City Council.

SECTION 9: The City Council of the City of Imperial Beach hereby declares that should any section, paragraph, sentence, phrase, term or word of this Ordinance, hereby adopted, be declared for any reason to be invalid, it is the intent of the City Council that it would have adopted all other portions of this Ordinance irrespective of any such portion declared invalid.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, held the 17th day of September 2008; 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 ___ 2008, by the following roll call vote:

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

JIM JANNEY, MAYOR

Approved As To Form:

James P. Lough, City Attorney

ATTEST:

**JACQUELINE M. HALD
CITY CLERK**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Ordinance No. 2008-1075 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA MAKING CERTAIN CLARIFYING CHANGES TO TITLE 2 OF THE IMPERIAL BEACH MUNICIPAL CODE.

CITY CLERK

DATE

Imperial Beach Municipal Code

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Title 2. ADMINISTRATION AND PERSONNEL

Chapter 2.32. RECREATION AND PARK COMMISSION

2.32.010. Created—Composition.

- A. There is created a recreation and park commission consisting of five members.
- B. Five members of the community-at-large shall be recommended by the mayor for appointment by the city council.
- C. Two ex-officio members, without vote, may be appointed as follows: a representative of the city planning commission and/or the city manager. (Ord. 699 § 1 (part), 1986; Ord. 400 §§ 1—3, 1977; prior code Am. No. 72 §§ 1—3, 1970; Ord. 149 § 1 (part), 1960; prior code §§ 5111—5113)

2.32.020. Members—Term—Vacancies.

- A. Members of the commission shall serve for a period of three years. At the expiration of the term so provided, a successor shall be appointed by the city council for a term of three years.
- B. Vacancies in the commission occurring other than by expiration of the term shall be filled by appointment by the city council. (Ord. 699 § 1 (part), 1986; Ord. 149 § 1 (part), 1960; prior code §§ 5114, 5116)

2.32.030. Selection of officers.

Within fifteen days after their appointment, the members of the commission shall meet in regular session and elect from their members a chairman and a vice chairman. (Ord. 699 § 1 (part), 1986; Ord. 149 § 2 (part), 1960; prior code § 5121)

2.32.040. Rules and regulations—Minutes.

- A. The commission shall adopt rules and regulations to govern procedure and shall by vote set a time for regular meetings which will be held at least once each month. A majority at the regular meetings shall constitute a quorum. Absence from three consecutive regular meetings may be deemed to constitute a retirement of such member and the position declared vacant.
- B. Minutes of the commission shall be filed with the city clerk and the city manager. (Ord. 699 § 1 (part), 1986; prior code Am. No. 24 § 2, 1965; Ord. 149 § 2 (part), 1960; prior code §§ 5122 — 5125)

2.32.050. Powers.

The recreation and park commission shall have the power to do the following:

- A. Act in an advisory capacity to the city council, and the city manager 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;
- B. Recommend the adoption of standards on park areas and facilities, recreational programs and financial support;
- C. Make periodic inventories of recreational services that exist or may be needed, and interpret the needs of

the public to the city council; and

D. Assist the city manager in the development of a long-range recreational capital improvement program.
(Ord. 699 § 1 (part), 1986: Ord. 149 § 3, 1960: prior code § 5131)