



A G E N D A

IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PUBLIC FINANCING AUTHORITY



AUGUST 1, 2007

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

REGULAR MEETING – 6:00 P.M.

**THE CITY COUNCIL ALSO SITS AS THE CITY OF IMPERIAL BEACH 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.

REGULAR MEETING CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

MAYOR/COUNCIL ANNOUNCEMENTS/REIMBURSEMENTS

COMMUNICATIONS FROM CITY STAFF

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

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1 - 2.8) *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 City Council Workshop Meeting of July 10, 2007.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 64169 through 64357 with the subtotal amount of \$870,106.54; and Payroll Register Numbers 38554 through 38617 for the pay period ending 07/05/07 with the subtotal amount of \$141,164.27; for a total amount of \$1,011,270.81.

Continued on Next Page

CONSENT CALENDAR (Continued)

2.3 REPLACEMENT OF CITY FILE SEVERES. (1110-20)

City Manager's Recommendation: Adopt Resolution No. 2007-6529, authorizing the purchase of hardware for replacement of two file servers and the purchase of additional server.

2.4 RESOLUTION NO. 2007-6526 – JOE CRISTILLI (APPLICANT/ARCHITECT)/ BOB KIPPERMAN (PROPERTY OWNER); TIME EXTENSION FOR ADMINISTRATIVE COASTAL PERMIT (ACP 04-165), CONDITIONAL USE PERMIT (CUP 04-166), DESIGN REVIEW (DRC 04-167), SITE PLAN REVIEW (SPR 04-168), FOR A MIXED-USE DEVELOPMENT WITH A RETAIL COMMERCIAL SPACE AND THREE RESIDENTIAL UNITS LOCATED AT 201 PALM AVENUE IN THE C-2 (SEACOAST COMMERCIAL) ZONE. MF 755. (0600-20)

City Manager's Recommendation: Adopt resolution.

2.5 SB 966 – PHARMACEUTICAL DRUG DISPOSAL. (0460-20)

City Manager's Recommendation: Take a position of support of SB 966 and authorize the Mayor to execute letter to the City's legislative delegation.

2.6 RESOLUTION NO. 2007-6527 – APPROVING A MEMORANDUM OF UNDERSTANDING ON WAGES AND OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) AND AMENDING THE FY 07-08 BUDGET. (0540-20)

City Manager's Recommendation: Adopt resolution.

2.7 RESOLUTION NO. 2007-6528 – APPROVING THE FY 2007-08 SALARY AND COMPENSATION PLAN FOR CERTAIN EMPLOYEE GROUPS AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SEIU FOR FY 2007-08. (0520-75)

City Manager's Recommendation: Adopt resolution.

2.8 REQUEST TO REMOVE A CONDITION FROM THE POURS LIQUOR STORE LICENSE AT 1143 13TH STREET. (0260-20)

City Manager's Recommendation: Adopt Resolution No. 2007-6523 opposing request for change of condition on the alcohol license for Pours Liquor.

ORDINANCES - INTRODUCTION/FIRST READING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

WRITTEN COMMUNICATIONS (5)

None.

PUBLIC HEARINGS (6.1)

6.1 762 9TH STREET – NOTICE OF SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS AND PROBATION VIOLATION. (0470-20)

City Manager's Recommendation: Close the public hearing and staff will seek legal action to compel the property owner to clean up the property.

REPORTS (7.1 - 7.3)

7.1 RESOLUTION NO. 2007-6524 – AWARDING CONTRACT FOR TIJUANA RIVER BACTERIA SOURCE IDENTIFICATION STUDY. (0230-70)

City Manager's Recommendation: Adopt resolution.

7.2 RESOLUTION NO. R-07-129 – APPROVING CAPITAL IMPROVEMENTS PROGRAM BUDGET AMENDMENT AND RESOLUTION NO. R-07-130 – AWARDING CERTAIN PUBLIC WORKS CONTRACT – FIRE DEPARTMENT STATION REMODEL (CIP F05-204). (0910-40)

City Manager's Recommendation: Adopt resolutions.

7.3 REQUEST FOR AD HOC COUNCIL COMMITTEE. (0410-50)

City Manager's Recommendation: Mayor appoint two Councilmembers to act as an Ad Hoc Committee on the redevelopment of the 9th/Palm area and work with staff on the review of proposals in preparation for recommendations to City Council.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

REPORTS OF MAYOR AND COUNCILMEMBERS

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, the agenda is also available to you on our website at www.cityofib.com.

**A COPY OF THE COUNCIL MEETING PACKET MAY BE VIEWED BY THE PUBLIC
IN THE OFFICE OF THE CITY CLERK AT CITY HALL.**

Copies of this notice were provided on July 27, 2007 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

AFFIDAVIT OF POSTING)
STATE OF CALIFORNIA)
CITY OF IMPERIAL BEACH)

I, Jacqueline M. Hald, CMC, 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, and Public Financing Authority of Imperial Beach was provided and posted on July 27, 2007. Said meeting to be held at 6:00 p.m., August 1, 2007, in the Council Chambers, 825 Imperial Beach Boulevard, Imperial Beach, California. Said notice was posted at the entrance to the City Council Chambers on July 27, 2007 at 12:30 p.m.

Jacqueline M. Hald, CMC
City Clerk

Item 2.1

DRAFT

**CITY COUNCIL
REDEVELOPMENT AGENCY
PUBLIC FINANCING AUTHORITY MINUTES
CITY OF IMPERIAL BEACH
July 10, 2007
WORKSHOP – 9:00 A.M.
Dempsey Holder Safety Center
950 Ocean Lane
Imperial Beach, CA 91932**

RETURN TO AGENDA

CALL TO ORDER

MAYOR JANNEY called the Closed Session Meeting to order at 9:03 a.m.

ROLL CALL

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

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

CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation pursuant to subdivision (c) of Section 54956.9:

Number of potential cases: 1

Significant Exposure to Litigation pursuant to subdivision (b) of Section 54956.9:

Number of potential cases: 1

MOTION CARRIED UNANIMOUSLY.

MAYOR JANNEY adjourned the meeting to Closed Session at 9:04 a.m. and he reconvened the meeting to Open Session at 9:23 a.m. Reporting out of Closed Session, MAYOR JANNEY announced Council met earlier in Closed Session and had no reportable action.

REGULAR WORKSHOP MEETING CALL TO ORDER

MAYOR JANNEY called the Workshop Meeting to order at 9:24 a.m.

ROLL CALL

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

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

MAYOR PRO TEM WINTER spoke about a federal bill that will provide for funding for replacement of old infrastructure.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

City Clerk Hald announced no speaker slips were submitted.

REPORTS

City Council, along with senior management staff, discussed the following topics: Port Projects including: color palette and art, other capital investments such as street ends and the expansion of the western end of the pier; Council attendance at public meetings; Sheriff's contract; Economic Development projects; Energy Conservation examples; and Clean Beaches funding for the Tijuana River Bacteria Study and Palm Ave. street end; and Seacoast Inn.

COUNCILMEMBER BRAGG announced her place of employment is within 500 feet of the Seacoast Inn and left the Dempsey Holder Safety Center prior to the discussion of that item at 10:47 a.m.

ADJOURNMENT

The meeting adjourned at 10:54 a.m.

James C. Janney, Mayor

Attest:
Jacqueline M. Hald, CMC
City Clerk



STAFF REPORT CITY OF IMPERIAL BEACH

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

MEETING DATE: August 1, 2007

ORIGINATING DEPT.: Charles Smith
Interim 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
St.Thomas Enterprises	64229	113,033.75	City Hall Upgrade
RSM2	64300	114,090.43	Veterans Park Master Plan
Roejack Roofing, Inc	64340	154,574.50	Civic Center Roofing

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

WARRANT # DATE AMOUNT

Accounts Payable:

64169-64233	06/29/07	231,228.58
64234-64256	07/05/07	94,403.98
64257-64313	07/13/07	220,082.65
64314-64320	07/16/07	8,062.03
64321-64357	07/19/07	316,329.30
SUB-TOTAL		\$ 870,106.54

Payroll Checks:

38554-38617	P.P.E. 07/05/07	141,164.27
	SUB-TOTAL	\$ 141,164.27
	TOTAL	<u>\$ 1,011,270.81</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

RETURN TO AGENDA

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT	
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
06/29/2007	64169	AFLAC	120		340.25
101-0000-209.01-13	06/28/2007	PPE 6/21/07	20070628	12/2007	340.25
06/29/2007	64170	ALL TEAM STAFFING, INC	1801		946.70
101-5010-431.21-01	06/25/2007	MARTINEZ, H W/E 06/22/07	900678	070928 12/2007	946.70
06/29/2007	64171	AMERON INTERNATIONAL CORPORATI	1519		3,241.69
101-5010-431.21-23	06/13/2007	ARM ASY AL 8' PIPE	77267	070890 12/2007	3,241.69
06/29/2007	64172	AMS AMERICA INC	1554		403.00
101-1910-419.21-04	05/10/2007	A/C CALL OUT REPAIR BUILD	247419	F07214 11/2007	237.00
101-1910-419.21-04	06/14/2007	A/C UNIT ON IT OFFICE FRO	248028	F07216 12/2007	166.00
06/29/2007	64173	ARACELI VEGA	2		25.00
101-0000-221.01-03	06/21/2007	AIR JUMP DEP REFUNE	06-21-2007	12/2007	25.00
06/29/2007	64174	ARROWHEAD MOUNTAIN SPRING WATE	1340		155.75
101-5020-432.30-02	06/22/2007	MAY, JUNE 07	07F0026726646	070162 12/2007	49.92
101-1010-411.30-02	06/22/2007	JUNE 2007	07F0025324922	070424 12/2007	79.87
101-5020-432.30-02	05/23/2007	APRIL 2007	07E0026726646	070162 11/2007	25.96
06/29/2007	64175	AT ATCHLEY ENTERPRISES / HOLLY	2		255.00
101-0000-321.72-10	06/26/2007		0001030	12/2007	255.00
06/29/2007	64176	BILLONES, ELIZABETH	2		41.50
101-0000-321.72-10	06/26/2007		0001268	12/2007	41.50
06/29/2007	64177	CALIF ELECTRIC SUPPLY	609		647.10
407-1262-413.20-06	04/16/2007	SEACOAST SHOPKEEPERS FACA	1069-538509	070154 10/2007	1,215.72
407-1262-413.20-06	05/01/2007	SEACOAST SHOPKEEPERS FACA	1069-207732	070154 10/2007	568.62-
06/29/2007	64178	CALIFORNIA COMMERCIAL ASPHALT	590		165.92
101-5010-431.30-02	05/03/2007	THPE A 19MM	68315	070153 11/2007	165.92
06/29/2007	64179	CDW GOVERNMENT INC	725		37.27
503-1923-419.30-02	05/04/2007	TAPES FOR HTE BACKUPS	FJN6898	071154 11/2007	288.00
503-1923-419.30-02	05/04/2007	TAPES FOR HTE BACKUPS	FJN6898	071154 11/2007	35.31
503-1923-419.30-02	04/12/2007	NEW PC'S; FINANCE/CM/PW	FCV7912	071152 10/2007	3,644.67
503-1923-419.30-02	04/12/2007	NEW PC'S; FINANCE/CM/PW	FCV7912	071152 10/2007	212.29
503-1923-419.50-04	08/30/2006	CREDIT FOR ZV50119 RETD	BSJ5135	12/2007	4,175.33-
503-1923-419.30-02	06/28/2006	SRVR STD MEDIA	BCK0507	12/2007	32.33
06/29/2007	64180	CENTURY LAUNDRY	1835		20,000.00
407-1262-413.20-06	06/26/2007	RDA BEAUTIFICATION/1220 P	101	071125 12/2007	20,000.00
06/29/2007	64181	CIVIC SOLUTIONS INC	910		2,205.00
101-0000-221.01-02	05/09/2007	APRIL 2007	47435	11/2007	652.50
405-1260-413.20-06	05/09/2007	APRIL 2007	47435	070524 11/2007	652.50
101-0000-221.01-02	06/19/2007	MAY 2007	48683	12/2007	450.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
405-1260-413.20-06	06/19/2007	MAY 2007	48683	070524 12/2007 450.00
06/29/2007	64182	COLONIAL LIFE & ACCIDENT	941	
101-0000-209.01-13	06/28/2007	PPE 6/21/07	20070628	12/2007 128.43
06/29/2007	64183	COX COMMUNICATIONS	1073	
503-1923-419.21-04	06/21/2007	001 3110 039780701 06/07	06-21-2007	070394 12/2007 265.00
06/29/2007	64184	CREATIVE BENEFITS INC FSA	1108	
101-0000-209.01-11	06/28/2007	PPE 6/21/07	20070628	12/2007 264.28
06/29/2007	64185	CULLIGAN WATER CO. OF SAN DIEG	1112	
101-1210-413.30-02	06/17/2007	JULY 2007	14741442	070141 12/2007 18.95
06/29/2007	64186	D + H TRUCK AND EQUIPMENT	1849	
501-1921-419.28-16	06/25/2007	CRYSTEEL SPREADER APRON	07-0085	12/2007 215.50
06/29/2007	64187	DATA CAREERS PERSONNEL SERVICE	1839	
503-1923-419.21-01	06/04/2007	SANDOVAL,C W/E 06/03/07	8711	071156 12/2007 1,428.75
503-1923-419.21-01	05/21/2007	SANDOVAL, C W/E 05/20/07	8705	071156 11/2007 450.00
503-1923-419.21-01	05/29/2007	SNDOVAL,C W/E 05/27/07	8709	071156 11/2007 528.75
06/29/2007	64188	DATAQUICK	1134	
101-3070-427.21-04	06/06/2007	MAY 2007	B1-1018201	070158 12/2007 139.87
101-5020-432.21-04	06/06/2007	MAY 2007	B1-1018201	070158 12/2007 138.65
06/29/2007	64189	DEPARTMENT OF CORRECTIONS AND	169	
101-6020-452.21-04	06/19/2007	MAY 2007	21362307	070395 12/2007 4,730.88
06/29/2007	64190	DESIGNER BOTANICALS	1792	
407-1262-413.20-06	06/20/2007	1200-1200 PALM LANDSCAPE/	2069	071114 12/2007 1,406.58
06/29/2007	64191	DION INTERNATIONAL TRUCKS	1173	
501-1921-419.50-04	06/13/2007	INSTALL EMISSIONS TREA	SW58688	070857 12/2007 8,518.00
06/29/2007	64192	DRIVER ALLIANT INS SVCS	1193	
101-0000-209.01-13	05/31/2007	PPE 5/24/07	20070531	11/2007 2,182.05
101-0000-209.01-14	05/31/2007	PPE 5/24/07	20070531	11/2007 319.60
101-0000-209.01-13	06/14/2007	PPE 6/7/07	20070614	12/2007 468.81
101-0000-209.01-14	06/14/2007	PPE 6/7/07	20070614	12/2007 319.60
101-1010-411.11-04	06/29/2007	JUNE 2007	06-01-2007	12/2007 468.81
101-1020-411.11-04	06/01/2007	JUNE 2007	06-01-2007	12/2007 17.55
101-1110-412.11-04	06/01/2007	JUNE 2007	06-01-2007	12/2007 36.15
101-1130-412.11-04	06/01/2007	JUNE 2007	06-01-2007	12/2007 100.39
101-1210-413.11-04	06/01/2007	JUNE 2007	06-01-2007	12/2007 27.03
101-1230-413.11-04	06/01/2007	JUNE 2007	06-01-2007	12/2007 51.60
101-3070-427.11-04	06/01/2007	JUNE 2007	06-01-2007	12/2007 26.33
101-3080-428.11-04	06/01/2007	JUNE 2007	06-01-2007	12/2007 .70
101-1910-419.11-04	06/01/2007	JUNE 2007	06-01-2007	12/2007 .70
101-3010-421.11-04	06/01/2007	JUNE 2007	06-01-2007	12/2007 7.02
				12/2007 11.17

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-3020-422.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	45.05
101-3030-423.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	42.03
101-3040-424.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	7.02
101-5020-432.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	35.10
101-5010-431.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	14.04
101-5030-433.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	3.51
101-5040-434.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	1.76
101-6020-452.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	7.02
101-6010-451.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	7.02
101-6040-454.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	14.04
245-1240-413.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	7.02
405-1260-413.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	129.88
601-5060-436.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	17.55
601-5050-436.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	1.76
501-1921-419.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	7.02
502-1922-419.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	10.56
503-1923-419.11-04	06/01/2007	JUNE 2007	06-01-2007		12/2007	21.03
101-0000-209.01-14	06/01/2007	JUNE 2007	06-01-2007		12/2007	22.41-
101-0000-209.01-14	06/29/2007	JUNE 2007 LTD LIFE/VOL IN	06-28-2007		12/2007	22.41-
06/29/2007	64193	DRUG TESTING NETWORK INC	1195			410.75
101-1130-412.21-04	06/05/2007	RANDOM DRUG TESTING	29189	070407	12/2007	170.95
101-1130-412.21-04	06/29/2007	RANDOM DRUG TESTING	29584		12/2007	119.90
101-1130-412.21-04	06/18/2007	PRE EMPLOYMENT TESTING	29376		12/2007	119.90
06/29/2007	64194	EHREN KAHLE	1209			305.00
101-1920-419.29-01	06/25/2007	THITION REIMBURSEMENT	06-25-2007	070773	12/2007	165.00
101-1920-419.29-01	06/25/2007	TUITION REIMBURSEMENT	06-25-2007	070773	12/2007	140.00
06/29/2007	64195	ENVIRO MATRIX ANALYTICAL INC	1691			1,467.00
601-5050-436.21-04	06/15/2007	DRY WEATHER PROGRAM	7060155	070279	12/2007	475.00
601-5050-436.21-04	06/19/2007	DRY WEATHER PROGRAM	7060194	070279	12/2007	992.00
06/29/2007	64196	GRAINGER	1051			953.46
101-1910-419.30-02	06/20/2007	RESPIRATOR/GLOVES/TOOLS	9391493781	070039	12/2007	464.27
601-5060-436.30-22	06/20/2007	PULLER, RETCHET CABLE	9391493799	070039	12/2007	171.41
101-1910-419.30-02	06/20/2007	SURVEYOR VEST	9391493807	070039	12/2007	74.35
101-5030-433.30-02	06/20/2007	HEX KEY SET/EYEWARE/SANIT	9391493815	070039	12/2007	200.48
101-6020-452.30-02	06/20/2007	SPRING BRACE RAKE	9391493823	070039	12/2007	34.78
101-5030-433.30-02	06/21/2007	SAFETY EYEWEAR	9393145488	070039	12/2007	8.17
06/29/2007	64197	GRAPHIC EDGE	1846			12,337.64
101-0000-221.02-01	06/24/2007	JUNIOR LIFEGUARD UNIFORMS	IB LIFEGUARDS		12/2007	12,337.64
06/29/2007	64198	HANSON AGGREGATES PACIFIC	48			147.40
101-5010-431.30-02	06/13/2007	SCREENED MANUFACT	523178	070041	12/2007	147.40
06/29/2007	64199	HTE VAR, LLC	512			5,322.85
503-1923-419.50-04	05/24/2007	(3) 2GB MEMORY/70GB DISK	8936	071068	11/2007	5,322.85
06/29/2007	64200	I B FIREFIGHTERS ASSOCIATION	214			202.00
101-0000-209.01-08	06/28/2007	PPE 6/21/07	20070628		12/2007	202.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
06/29/2007 101-0000-209.01-10	64201 06/28/2007	ICMA RETIREMENT TRUST 457	242 PPE 6/21/07	5,728.53 5,728.53
06/29/2007 101-0000-321.72-10	64202 06/26/2007	IMPERIAL TRAILER PARK	2	40.00 40.00
06/29/2007 101-1210-413.30-01	64203 06/19/2007	JETER SYSTEMS CORPORATION	483 FILING LABELS	60.53 60.53
06/29/2007 601-5060-436.28-13	64204 06/19/2007	JOSE AGUIRRE	2 REIMBURSE DMV FEE	64.00 64.00
06/29/2007 101-1210-413.20-06	64205 05/31/2007	LANCE, SOLL & LANGHARD LLP	716 2006 ENGAGEMENT-FINAL	2,418.00 2,418.00
06/29/2007 101-0000-321.72-10	64206 06/26/2007	MARKEY, RICHARD & KATHLEEN	2	130.00 130.00
06/29/2007 401-1230-413.20-06	64207 06/10/2007	MARLOWE & COMPANY	893 MAY 2007	3,350.00 3,350.00
06/29/2007 101-1920-419.20-06	64208 06/05/2007	MITCHELL COMMUNICATIONS	1333 CENTRIX VOICE REC/MAINTEN	1,100.00 1,100.00
06/29/2007 101-1210-413.29-04	64209 05/29/2007	MOBILE MINI	1066 06/02/2007-06/29/2007	100.09 100.09
06/29/2007 101-5010-431.28-01	64210 06/15/2007	NIPPON CARBIDE IND (USA) INC	1253 F-CAL PRISSURE SENSITIVE	711.15 711.15
06/29/2007 101-0000-321.72-10	64211 06/26/2007	NIXTERMITE, INC.	2	52.00 52.00
06/29/2007 101-1110-412.21-01	64212 06/18/2007	OFFICETEAM	1266 CAJUDO, K W/E 06/15/07	312.80 312.80
06/29/2007 101-6040-454.21-04	64213 06/18/2007	PARTNERSHIP WITH INDUSTRY	1302 PERIOD ENDING 06/15/07	1,231.53 1,231.53
06/29/2007 601-5060-436.30-02	64214 06/18/2007	PMI	23 DIAMOND GRIP LARGE	320.93 320.93
06/29/2007 101-0000-209.01-12	64215 05/31/2007	PREFERRED BENEFIT INS ADMIN IN	37 PPE 5/24/07	2,084.99 1,018.22
101-0000-209.01-12	06/14/2007		PPE 6/7/07	20070531 20070614
101-0000-209.01-12	06/29/2007		JUNE 2007 PREMIUM	12/2007 CP4184
101-0000-209.01-12	06/29/2007		JUNE 2007 PREMIUM	12/2007 CP4184
101-0000-209.01-12	06/29/2007		JUNE 07 DENTAL PREM	12/2007 06-28-2007
06/29/2007 601-5060-436.20-23	64216 06/13/2007	PROTECTION SERVICE IND	69 JULY 2007	539.18 539.18

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/29/2007	64217	PRUDENTIAL OVERALL SUPPLY	72				488.39
101-5020-432.25-03	06/13/2007	06/13/07 UNIFORM CLEANING	6705626	070278	12/2007		206.05
101-5020-432.25-03	06/20/2007	06/20/2007 SHIRTS AND PAN	6738515	070278	12/2007		141.17
101-5020-432.25-03	06/27/2007	06/27/07 UNIFORMS	6771471	070278	12/2007		141.17
06/29/2007	64218	RUIZ TREE SERVICE	1840				5,075.00
247-1242-413.20-06	03/20/2007	TRIM CA FAN PALM	1006 HOLLY	071146	10/2007		475.00
247-1242-413.20-06	03/20/2007	REMOVE/GRIND/TRIM TREES	1072 THIRD	071146	10/2007		950.00
247-1242-413.20-06	03/20/2007	TRIM FAN PALM & FIG/REMOVE	1109 IRIS	071146	10/2007		450.00
247-1242-413.20-06	03/20/2007	GRIND STUMP	1252 LOUDEN LAN	071146	10/2007		250.00
247-1242-413.20-06	03/20/2007	TRIM MAGNOLIA TREE	386 ELM	071146	10/2007		250.00
247-1242-413.20-06	03/20/2007	REMOVE SILK OAKS/GRIND ST	771 DELAWARE	071146	10/2007		1,500.00
247-1242-413.20-06	03/20/2007	REMOVE OAK/GRIND STUMPS	783 DELAWARE	071146	10/2007		1,200.00
06/29/2007	64219	SAN DIEGO COUNTY - ASSESSOR	264				125.00
101-1920-419.29-04	03/28/2007	MPR EXTRACT 4TH QUARTER	2006199	F07215	10/2007		125.00
06/29/2007	64220	SAN DIEGO COUNTY HISPANIC CHAM	1684				250.00
101-1010-411.28-11	06/20/2007	JANNEY, J SDCHCC MEMBERSH	6.20.2007		12/2007		250.00
06/29/2007	64221	SAN DIEGO STATE UNIVERSITY	1				60.00
101-1110-412.28-04	06/27/2007	BROWN/JANNEY WORKSHOP	07-12-2007		12/2007		30.00
101-1010-411.28-04	06/27/2007	BROWN/JANNEY WORKSHOP	07-12-2007		12/2007		30.00
06/29/2007	64222	SD SPORTS MED & FAMILY HEALTH	370				405.00
101-1130-412.21-04	06/15/2007	LEVINE, HANK	06-15-2007	071202	12/2007		405.00
06/29/2007	64223	SEIU LOCAL 221	1821				1,324.60
101-0000-209.01-08	06/28/2007	PPE 6/21/07	20070628		12/2007		1,324.60
06/29/2007	64224	SHARP REES-STEALY MEDICAL CNTR	390				193.00
101-6040-454.21-04	06/09/2007	LIZARRAGA, MIGUEL	189 LIZARRAGA	070137	12/2007		69.00
101-6040-454.21-04	06/14/2007	SANTANA, ROSA	189 SANTANA	070137	12/2007		69.00
601-5060-436.21-04	06/09/2007	AGUIRRE, JOSE	189 AGUIRRE	070519	12/2007		55.00
06/29/2007	64225	SITE DESIGN GROUP INC	1852				2,000.00
401-1110-413.20-06	06/29/2007	PROF SERVI 5/31/07 SK PK	3331A		12/2007		2,000.00
06/29/2007	64226	SKS INC.	412				6,491.21
501-1921-419.28-15	06/14/2007	961 GALLONS REG	1209065-IN	070060	12/2007		2,724.56
501-1921-419.28-15	06/21/2007	151 DIESEL; 1,115 REGULAR	1209260-IN	070060	12/2007		3,766.65
06/29/2007	64227	SMART STAFF	427				5,980.00
101-6040-454.21-01	06/15/2007	MAHER, M 2W/E 06/10/07	767	070156	12/2007		1,326.00
101-6040-454.21-01	06/15/2007	MAHER, M 2W/E 06/10/07	767	070156	12/2007		104.00
101-6040-454.21-01	06/15/2007	MAHER, M 2W/E 06/10/07	767	070156	12/2007		104.00
101-6040-454.21-01	06/15/2007	MAHER, M 2W/E 06/10/07	767	070156	12/2007		156.00
101-6040-454.21-01	06/15/2007	MAHER, M 2W/E 06/10/07	767	070156	12/2007		182.00
101-6040-454.21-01	05/18/2007	MAHER, M 2W/E 05/13/07	605	070156	11/2007		52.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
101-6040-454.21-01	05/18/2007	MAHER, M 2W/E 05/13/07	605	070156 11/2007	598.00
101-6040-454.21-01	05/18/2007	MAHER, M 2W/E 05/13/07	605	070156 11/2007	208.00
101-6040-454.21-01	05/18/2007	MAHER, M 2W/E 05/13/07	605	070156 11/2007	884.00
101-6040-454.21-01	05/18/2007	MAHER, M 2W/E 05/13/07	605	070156 11/2007	52.00
101-6040-454.21-01	05/18/2007	MAHER, M 2W/E 05/13/07	605	070156 11/2007	208.00
101-6040-454.21-01	05/18/2007	MAHER, M 2W/E 05/13/07	605	070156 11/2007	78.00
101-6040-454.21-01	05/31/2007	MAHER, M W/E 05/20/07	686	070156 11/2007	52.00
101-6040-454.21-01	05/31/2007	MAHER, M W/E 05/20/07	686	070156 11/2007	78.00
101-6040-454.21-01	05/31/2007	MAHER, M W/E 05/20/07	686	070156 11/2007	26.00
101-6040-454.21-01	05/31/2007	MAHER, M W/E 05/20/07	686	070156 11/2007	364.00
101-6040-454.21-01	05/31/2007	MAHER, M W/E 05/20/07	686	070156 11/2007	26.00
101-6040-454.21-01	05/31/2007	MAHER, M W/E 05/20/07	686	070156 11/2007	338.00
101-6040-454.21-01	05/31/2007	MAHER, M W/E 05/20/07	686	070156 11/2007	104.00
101-6040-454.21-01	06/22/2007	MAHER, M W/E 06/17	809	070156 12/2007	338.00
101-6040-454.21-01	06/22/2007	MAHER, M W/E 06/17	809	070156 12/2007	494.00
101-6040-454.21-01	06/22/2007	MAHER, M W/E 06/17	809	070156 12/2007	208.00
06/29/2007	64228	SOUTH WEST SIGNAL	488		7,433.43
101-5010-431.21-04	05/31/2007	MAY 2007	46517	070151 11/2007	150.00
101-5010-431.29-04	05/24/2007	RELOCATE SIGNAL POLE	46503	070891 11/2007	5,924.00
101-5010-431.21-23	05/31/2007	REPLAC LED PED MODULE COM	46554	070150 11/2007	275.00
101-5010-431.21-23	05/31/2007	INSTALL CONTROLLER/PROM	46555	070150 11/2007	37.50
101-5010-431.29-04	05/25/2007	SVC TECH/ MATERIALS	46506	070151 11/2007	1,046.93
06/29/2007	64229	ST THOMAS ENTERPRISES, INC	1730		113,033.75
401-5020-432.20-06	05/31/2007	CITY HALL UPGRADE	F05-202-3	071159 11/2007	1,805.88
407-1262-413.20-06	05/31/2007	CITY HALL UPGRADE	F05-202-3	071159 11/2007	111,227.87
06/29/2007	64230	UNION TRIBUNE	738		705.40
101-1130-412.28-07	05/31/2007	ENVIRONMENTAL PROG MANAGE	C070501939	070368 11/2007	705.40
06/29/2007	64231	UNITED WAY OF SAN DIEGO COUNTY	1483		88.93
101-0000-209.01-09	06/28/2007	PPE 6/21/07	20070628	12/2007	88.93
06/29/2007	64232	VISION PLAN OF AMERICA	785		222.57
101-0000-209.01-18	05/31/2007	PPE 5/24/07	20070531	11/2007	106.33
101-0000-209.01-18	06/14/2007	PPE 6/7/07	20070614	12/2007	106.33
101-0000-209.01-18	06/01/2007	JULY 2007 PREMIUM	06-01-2007	12/2007	.09-
101-1920-419.29-04	06/01/2007	JULY 2007 PREMIUM	06-01-2007	12/2007	10.00
06/29/2007	64233	WEST COAST ARBORISTS	820		200.00
101-5010-431.21-04	06/21/2007	TREE TRIMMING	47518	F07217 12/2007	200.00
07/05/2007	64234	AMERON INTERNATIONAL CORPORATI	1519		367.43
101-6040-454.30-02	05/01/2007	ARM ASY AL 8' PIPE	76550	071206 11/2007	367.43
07/05/2007	64235	AT&T	291		134.34
101-1920-419.27-04	06/01/2007	AT&T LONG DISTANCE MAY 07		12/2007	7.65
101-3070-427.27-04	06/01/2007	AT&T LONG DISTANCE MAY 07		12/2007	7.14
101-1210-413.27-04	06/01/2007	AT&T LONG DISTANCE MAY 07		12/2007	29.99

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101-5020-432.27-04	06/01/2007	AT&T LONG DISTANCE MAY 07			12/2007	68.77	
101-1020-411.27-04	06/01/2007	AT&T LONG DISTANCE MAY 07			12/2007	16.18	
101-6030-453.27-04	06/01/2007	AT&T LONG DISTANCE MAY 07			12/2007	4.61	
07/05/2007	64236	CDW GOVERNMENT INC	725			3,608.55	
503-1923-419.28-13	06/26/2007	SYM B/U EXEC 11D F/MS	FWN7870	071155	12/2007	376.05	
503-1923-419.28-13	06/27/2007	SYG AVE ENT 10.2 ESS 1Y	FWZ4901	071157	12/2007	3,232.50	
07/05/2007	64237	COMMUNITY BUILDING SERVICES IN	1653			3,800.00	
407-1262-413.20-06	06/12/2007	BID PROPOSAL 3 NEW DOORS	5287	071218	12/2007	3,800.00	
07/05/2007	64238	COPY POST PRINTING	1371			103.38	
101-1230-413.28-11	06/19/2007	BUS. CARDS JAMES NAKAGAWA	15156	071224	12/2007	103.38	
07/05/2007	64239	DESIGNER BOTANICALS	1792			3,333.00	
407-1262-413.20-06	06/28/2007	285 PALM LANDSCAPE PROJ	2070	071221	12/2007	3,333.00	
07/05/2007	64240	EL TAPATIO INC	1407			646.50	
101-1130-412.29-02	06/26/2007	COMMUNITY ROOM BREAKFAST	1108	071213	12/2007	646.50	
07/05/2007	64241	FOCUS ON INTERVENTION	1490			800.00	
502-1922-419.20-06	06/20/2007	WORKSTATION EVALUATION	45109	071222	12/2007	250.00	
502-1922-419.20-06	06/20/2007	WORKSTATION EVALUATION	45110	071222	12/2007	250.00	
502-1922-419.20-06	06/20/2007	WORKSTATION EVALUATION	45111	071222	12/2007	300.00	
07/05/2007	64242	HAAKER EQUIPMENT COMPANY	27			8,118.75	
601-5060-436.50-04	06/29/2007	VA62180R RODDER PUMP ASSY	C55200	071208	12/2007	8,118.75	
07/05/2007	64243	JESSOP & SON LANDSCAPING	479			2,877.58	
101-6010-451.21-04	06/29/2007	JUNE 2007	10094	070135	12/2007	2,877.58	
07/05/2007	64244	KLEINFELDER, INC	1725			450.00	
401-1230-413.20-06	06/12/2007	GIS SUPPORT 05/07-6/03/07	420153	071228	12/2007	450.00	
07/05/2007	64245	MICHAL PIASECKI CONSULTING	1795			4,815.00	
407-1262-413.20-06	07/02/2007	HTE/GIS SUPPORT & DEVELOP	14	070777	12/2007	4,815.00	
07/05/2007	64246	OFFICETEAM	1266			288.36	
101-1110-412.21-01	06/25/2007	CAJUDO, KRISTINA W/E6/22	18951852	070774	12/2007	288.36	
07/05/2007	64247	PATRICK & CO	1306			292.64	
101-1210-413.29-04	06/22/2007	DOG & PET LICENSE TAGS	739160	071210	12/2007	292.64	
07/05/2007	64248	PITNEY BOWES (PURCHASE POWER)	1369			5,018.99	
101-1920-419.28-09	06/06/2007	POSTAGE	06062007	071211	12/2007	5,018.99	
07/05/2007	64249	RANCHO AUTO & TRUCK PARTS	1685			184.09	
601-5060-436.30-02	06/18/2007	COPPER SPRAY A GASKE	D273445	070212	12/2007	17.11	
501-1921-419.28-16	06/21/2007	OIL/FUEL FILTERS	D273894	070212	12/2007	16.53	
501-1921-419.28-16	06/26/2007	BRAKE ROTOT/DISC PADS	D274541	070212	12/2007	150.45	

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07/05/2007	64250	SAN DIEGO GAS & ELECTRIC	1399			17,351.54
101-5010-431.27-01	06/06/2007	08831546949 04/30-05/30	06-22-2007		12/2007	28.24
101-3020-422.27-01	06/06/2007	10087869371 04/27-05/29	06-22-2007		12/2007	87.53
101-1910-419.27-01	06/06/2007	10087869371 04/27-05/29	06-22-2007		12/2007	119.60
101-5010-431.27-01	06/06/2007	10088604389 04/25-05/24	06-22-2007		12/2007	217.19
101-1910-419.27-01	06/06/2007	19807697764 04/26-04/27	06-22-2007		12/2007	1,076.83
101-3020-422.27-01	06/06/2007	19807697764 04/27-04/28	06-22-2007		12/2007	2,565.24
601-5060-436.27-01	06/06/2007	52635219238 04/25-05/24	06-22-2007		12/2007	5.58
101-6020-452.27-01	06/06/2007	56497714749 04/30-05/24	06-22-2007		12/2007	9.10
101-5010-431.27-01	06/06/2007	56497714749 04/30-05/24	06-22-2007		12/2007	6,976.18
101-5010-431.27-01	06/06/2007	85075178464 04/30-05/30	06-22-2007		12/2007	111.12
601-5060-436.27-01	06/06/2007	85075178464 04/30-05/30	06-22-2007		12/2007	84.54
101-6020-452.27-01	06/06/2007	85075178464 04/30-05/30	06-22-2007		12/2007	1,396.56
601-5060-436.27-01	06/06/2007	85417701270 04/30-05/30	06-22-2007		12/2007	3,594.00
101-5020-432.27-01	06/06/2007	91692992261 04/25-05/24	06-22-2007		12/2007	1,079.83
07/05/2007	64251	SAN DIEGO ASSOCIATION OF GOVER	254			2,480.00
405-1260-413.20-06	06/14/2007	REGIONAL COST-BENEFIT ANL	AR156717	071226	12/2007	2,480.00
07/05/2007	64252	SBC/MCI	1270			3,126.85
503-1923-419.27-04	05/28/2007	337-257-1583-442	T6540913		11/2007	351.51
101-1110-412.27-02	05/24/2007	619-423-0314-978	T6518446		11/2007	123.45
101-5040-434.27-04	05/24/2007	619-423-1074-808	T6518447		11/2007	15.88
101-5040-434.27-04	05/24/2007	619-423-1675-711	T6518449		11/2007	15.88
601-5060-436.27-04	05/24/2007	619-423-2231-354	T6518451		11/2007	15.37
101-3020-422.27-04	05/24/2007	619-423-8222-631	T6518456		11/2007	20.11
101-3020-422.27-04	05/24/2007	619-423-8225-961	T6518457		11/2007	208.56
101-1920-419.27-04	05/24/2007	619-423-8300-961	T6518458		11/2007	190.45
101-5020-432.27-04	05/24/2007	619-423-8311-961	T6518459		11/2007	400.79
101-3030-423.27-04	05/24/2007	619-423-8322-961	T6518460		11/2007	318.03
101-1130-412.27-04	05/24/2007	619-423-8617-292	T6518461		11/2007	81.54
503-1923-419.27-04	05/15/2007	619-424-3481-707	T6489630		11/2007	30.94
101-6030-453.27-04	05/15/2007	619-424-7077-649	T6489635		11/2007	81.48
101-3020-422.27-04	05/25/2007	619-424-7359-120	T6523457		11/2007	75.24
101-6010-451.27-04	05/28/2007	619-575-0336-809	T6547236		11/2007	80.75
101-3020-422.27-04	05/28/2007	619-575-0361-562	T6547237		11/2007	29.36
101-1010-411.27-04	05/25/2007	619-628-1352-133	T6523567		11/2007	72.15
101-1230-413.27-04	05/25/2007	619-628-1356-945	T6523568		11/2007	203.32
101-3040-424.27-04	05/25/2007	619-628-1357-365	T6523569		11/2007	89.87
101-3070-427.27-04	05/25/2007	619-628-1359-498	T6523570		11/2007	51.47
101-1210-413.27-04	05/25/2007	619-628-1361-670	T6523571		11/2007	229.93
503-1923-419.27-04	05/25/2007	619-628-1367-659	T6523572		11/2007	54.92
101-6010-451.27-04	05/25/2007	619-628-1385-573	T6523573		11/2007	45.09
101-0000-221.02-01	05/25/2007	619-628-1419-917	T6523574		11/2007	24.88
101-1920-419.27-04	05/25/2007	619-628-2018-437	T6523575		11/2007	26.56
601-5060-436.27-04	05/24/2007	C60-222-1236-444	T6521423		11/2007	289.32
07/05/2007	64253	SURFACE PROTECTION SYSTEMS	1794			10,145.00
407-1262-413.20-06	06/29/2007	PLANK INN IMPROVEMENT PRO	PLANK3	071126	12/2007	7,265.00

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407-1262-413.20-06	06/29/2007	TREE REMOVAL/COX BAIT	64160	071126 12/2007 2,880.00
07/05/2007 64254	TNT ELECTRIC SIGNS, INC.	1815		3,235.76
407-1262-413.20-06	04/05/2007	PALM AVE. MARKET & LIQUOR	04052007	071220 10/2007 3,235.76
07/05/2007 64255	VALLEY DETROIT	760		9,188.47
501-1921-419.50-04	06/27/2007	DIESEL PARTICULAT	R72368	070859 12/2007 9,188.47
07/05/2007 64256	WEST COAST ARBORISTS	820		14,037.75
101-5010-431.21-04	06/15/2007	TREE MAINTENANCE SERVICES	47603	071140 12/2007 583.08
101-6040-454.21-04	06/15/2007	TREE MAINTENANCE SERVICES	47603	071140 12/2007 1,967.57
101-5010-431.21-04	06/28/2007	TREE MAINTENANCE SERVICES	47694	071140 12/2007 11,487.10
07/13/2007 64257	A FRAME CONSTRUCTION CO. INC.	2		3,900.00
101-0000-221.01-05	07/09/2007	TEP 07-29 BOND REFUND	07-09-2007	10/2007 3,900.00
07/13/2007 64258	ACCOMTEMP	70		1,087.60
101-1210-413.21-01	07/02/2007	M'BAYA N CHIBWETH	19026329	12/2007 1,087.60
07/13/2007 64259	ALBERT C VARGAS	4		4,000.00
101-0000-221.01-05	07/02/2007	TEP 07-21 REFUND 962 12TH	07-02-2007	12/2007 4,000.00
07/13/2007 64260	ALL TEAM STAFFING, INC	1801		1,089.00
101-5010-431.21-01	06/30/2007	PI RECEIPTS	900685	070928 12/2007 1,089.00
07/13/2007 64261	ANYTIME SIGN SOLUTIONS INC.	1734		3,183.79
407-1262-413.20-06	05/21/2007	FACADE IMPROVEMENT	13751	071112 11/2007 3,183.79
07/13/2007 64262	AT&T	291		648.57
101-3020-422.27-04	06/13/2007	030 290 1325 001	06/13/2007	12/2007 133.64
101-3030-423.27-04	06/13/2007	030 290 2293 001	06/13/2007	12/2007 94.73
101-0000-221.02-01	06/21/2007	030 326 8685 001	06/21/2007	12/2007 35.03
101-1010-411.27-04	06/25/2007	030 357 0352 001	06/25/2007	12/2007 22.33
101-1230-413.27-04	06/25/2007	030 357 0356 001	06/25/2007	12/2007 98.19
101-1110-412.27-04	06/01/2007	030 480 7968 001	06/01/2007	12/2007 35.48
101-1130-412.27-04	06/25/2007	030 357 0371 001	06/25/2007	12/2007 36.63
101-6010-451.27-04	06/13/2007	030 485 6799 001	06/13/2007	12/2007 22.15
101-1110-412.27-04	07/01/2007	030 480 7968 001	07/01/2007	12/2007 39.40
101-1920-419.27-04	07/01/2007	AT&T LONG DISTANCE JUN 07	07/01/2007	12/2007 8.17
101-3070-427.27-04	07/01/2007	AT&T LONG DISTANCE JUN 07	07/01/2007	12/2007 12.75
101-1210-413.27-04	07/01/2007	AT&T LONG DISTANCE JUN 07	07/01/2007	12/2007 35.43
101-5020-432.27-04	07/01/2007	AT&T LONG DISTANCE JUN 07	07/01/2007	12/2007 58.13
101-1020-411.27-04	07/01/2007	AT&T LONG DISTANCE JUN 07	07/01/2007	12/2007 11.88
101-6030-453.27-04	07/01/2007	AT&T LONG DISTANCE JUN 07	07/01/2007	12/2007 4.63
07/13/2007 64263	BANC OF AMERICA LEASING COMMER	1723		199.64
101-3030-423.20-17	07/01/2007	BILLING PERIOD 07/1-31/07	9657906-77	080035 01/2008 199.64
07/13/2007 64264	CALIFORNIA AMERICAN WATER	612		170.87
101-3030-423.27-02	06/15/2007	05-0155019-8 05/10-06/12	06-15-2007	12/2007 19.52

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101-5030-433.27-02	06/15/2007	05-0155037-0	05/11-06/13	06-15-2007	12/2007	32.65
601-5060-436.27-02	06/15/2007	05-0155649-2	05/11-06/08	06-15-2007	12/2007	101.45
601-5050-436.27-02	06/15/2007	05-0392478-9	05/11-06/08	06-15-2007	12/2007	17.25
07/13/2007	64265	CALLA CONDOS LLC	4			5,600.00
101-0000-221.01-05	07/02/2007	856 CALLA AVE		07022007	12/2007	5,600.00
07/13/2007	64266	CARPI & CLAY INC	1529			75.00
101-1920-419.20-06	07/03/2007	SACRAMENTO SERVICES		07/03/2007	12/2007	75.00
07/13/2007	64267	CITY OF DEL MAR	1			300.00
101-1010-411.28-04	07/05/2007	LEAGUE OF CALFIORNIA		07-05-2007	01/2008	200.00
101-1110-412.28-04	07/05/2007	LEAGUE OF CALFIORNIA		07-05-2007	01/2008	50.00
101-1020-411.28-04	07/05/2007	LEAGUE OF CALFIORNIA		07-05-2007	01/2008	50.00
07/13/2007	64268	CONSTRUCTION RESIDUE RECYCLING	1009			120.00
101-5010-431.29-04	06/30/2007	TRUCK LOAD RESIDUE ASPHAL		974508	070152 12/2007	120.00
07/13/2007	64269	COX COMMUNICATIONS	1073			249.00
401-5020-432.20-06	06/30/2007	INTERNET SERVICES		06-30-2007	070394 12/2007	249.00
07/13/2007	64270	CWEA	1116			55.00
101-5020-432.28-04	07/03/2007	CWEA SPONSERED TRAINING		06252007	12/2007	55.00
07/13/2007	64271	CWEA-SDS	1855			155.00
101-5020-432.28-04	07/09/2007	MOELLER, AJ / WORKSHOP		06-19-2007	12/2007	55.00
101-5020-432.28-04	06/22/2007	NARANJO J./RAMOS J.- CWEA		06-22-2007	12/2007	100.00
07/13/2007	64272	DATA CAREERS PERSONNEL SERVICE	1839			562.50
503-1923-419.21-01	06/18/2007	CHRIS SANDOVAL	06/17/07	8717	071156 12/2007	562.50
07/13/2007	64273	DOWNSTREAM SERVICES, INC.	1593			910.55
601-5050-436.21-04	06/25/2007	SCHEDULED FILTER MAINTEN		67048REV	070200 12/2007	910.55
07/13/2007	64274	DRIVER ALLIANT INSURANCE	1194			296.68
101-0000-221.01-04	07/03/2007	SPECIAL EVENT INSURANCE		07022007	12/2007	296.68
07/13/2007	64275	EAGLE NEWSPAPER	1204			192.50
101-1130-412.28-07	07/09/2007	EMPOLYMENT ADVERTISING		27077	12/2007	10.56
101-1130-412.28-07	03/14/2007	EMPOLYMENT ADVERTISING		26545	12/2007	15.84
101-1130-412.28-07	03/15/2007	EMPOLYMENT ADVERTISING		26656	12/2007	10.56
101-1130-412.28-07	03/21/2007	EMPLOYMENT ADVERTISING		26755	12/2007	15.84
101-1130-412.28-07	03/22/2007	EMPLOYMENT ADVERTISING		26873	12/2007	10.56
101-1130-412.28-07	03/28/2007	EMPLOYMENT ADVERTISING		26962	12/2007	15.84
101-1130-412.28-07	05/30/2007	EMPLOYMENT ADVERTISING		29006	12/2007	33.64
101-1130-412.28-07	05/31/2007	EMPLOYMENT ADVERTISING		29127	12/2007	23.01
101-1130-412.28-07	06/06/2007	EMPLOYMENT ADVERTISING		29262	12/2007	33.64
101-1130-412.28-07	06/07/2007	EMPLOYMENT ADVERTISING		29439	12/2007	23.01
07/13/2007	64276	ERIKA N. CEJA	1491			1,000.00
101-1920-419.29-01	07/02/2007	FALL SEMESTER	06/07	07-02-2007	12/2007	1,000.00

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07/13/2007	64277	FABRICATED CONCEPTS	1853			712.50
408-1260-413.20-06	07/01/2007	MARISA'S MEXICAN SEAFOOD	359	080032	01/2008	712.50
07/13/2007	64278	FASTSIGNS	1847			2,806.81
407-1262-413.20-06	06/19/2007	SIGNS - CRYSTAL COVE	NC13844	071219	12/2007	1,201.75
407-1262-413.20-06	06/19/2007	PAPER SHACK REPLACE SIGNS	NC13845	071219	12/2007	802.53
407-1262-413.20-06	06/19/2007	STATE FRAM REPLACE SIGNS	NC13846	071219	12/2007	802.53
07/13/2007	64279	GOVERNMENT FINANCE OFFICERS AS	1			215.00
101-1210-413.28-12	06/25/2007	MEMBERSHIP FOR PERIOD	0064001		12/2007	215.00
07/13/2007	64280	HORIZON HEALTH	90			353.58
101-1130-412.20-06	07/09/2007	EMPLOY ASSISTANCE PROGRAM	025544	080017	01/2008	353.58
07/13/2007	64281	IB BUSINESS IMPROVEMENT DISTRI	487			2,319.00
101-0000-203.22-00	07/03/2007	B.I.D. COLLECTED	07-02-2007		12/2007	2,319.00
07/13/2007	64282	IDENTI-PORT INC	1812			80.00
101-1130-412.21-04	07/02/2007	LIVESCAN ROLL	1005	080024	01/2008	80.00
07/13/2007	64283	IPMA	399			330.00
101-1130-412.28-12	06/28/2007	AGENCY DUES	24131326		12/2007	330.00
07/13/2007	64284	JACQUELINE M. HALD	2			59.73
101-1020-411.28-04	06/29/2007	FOOD FOR CITY STAFF DURIN	06292007		12/2007	59.73
07/13/2007	64285	JUAN PABLO RODRIGUEZ	1820			1,020.00
503-1923-419.20-06	06/30/2007	P&I RECEIPT	1004	070963	12/2007	1,020.00
07/13/2007	64286	JUNE WOLFE	4			4,300.00
101-0000-221.01-05	07/02/2007	739 EMORY ST.	07022007		12/2007	4,300.00
07/13/2007	64287	LEAGUE OF CALIF CITIES	761			9,256.00
101-1010-411.28-12	07/13/2007	MEMBERSHIP DUES FOR 2007	53171		12/2007	9,256.00
07/13/2007	64288	LLOYD PEST CONTROL	814			286.00
101-1910-419.20-22	06/15/2007	MONTHLY MAINTENANCE	1305414	070161	12/2007	54.00
101-1910-419.20-22	06/20/2007	MONTHLY MAINTENANCE	1302021	070161	12/2007	45.00
101-1910-419.20-22	06/20/2007	MONTHLY MAINTENANCE	1302023	070161	12/2007	31.00
101-1910-419.20-22	06/20/2007	MONTHLY MAINTENANCE	1302024	070161	12/2007	31.00
101-1910-419.20-22	06/20/2007	MONTHLY MAINTENANCE	1304914	070161	12/2007	47.00
101-1910-419.20-22	06/20/2007	MONTHLY MAINTENANCE	1306177	070161	12/2007	31.00
101-1910-419.20-22	06/29/2007	MONTHLY MAINTENANCE	1307606	070161	12/2007	47.00
07/13/2007	64289	MAGSON TECHNOLOGY	1809			4,760.00
503-1923-419.21-01	07/12/2007	TEMP HELPDESK 05/14-6/29	22		12/2007	4,760.00
07/13/2007	64290	MATTHEW BENDER & COMPANY, INC	947			799.92
101-1020-411.21-04	06/07/2007	IMPERIAL BEACH CODE	49376632	070778	12/2007	248.81

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101-1020-411.21-04	06/12/2007	IMPERIAL BEACH CITY CODE	49558161	070778 12/2007 551.11
07/13/2007 64291	MCDOUGAL LOVE ECKIS &	962		7,835.83
101-1220-413.20-01	06/29/2007	MONTHLY RETAINER 06/29/07	06-29-2007	070011 12/2007 7,835.83
07/13/2007 64292	MICHAEL PILGRIM	2		43.08
101-3030-423.30-02	07/09/2007	REIMBURSEMENT FOR PURCHAS	07-09-2007	10/2007 43.08
07/13/2007 64293	NEXT DAY PRINTED TEES	1247		559.88
101-6040-454.30-02	06/27/2007	TIDELANDS CAPS	43465	071207 12/2007 559.88
07/13/2007 64294	NUFLOW	4		3,500.00
101-0000-221.01-05	06/25/2007	TEP 07-19 REFUND	06-25-2007	12/2007 3,500.00
07/13/2007 64295	PARTNERSHIP WITH INDUSTRY	1302		1,274.63
101-6040-454.21-04	07/02/2007	SVCS FOR PERIOD 06/30/07	SBG01110	070173 12/2007 1,274.63
07/13/2007 64296	PITNEY BOWES (INVOICE PAYMENT	271		115.26
101-1920-419.20-24	06/28/2007	E-Z SEAL PLUS 4 PINTS/BOX	5500338798	070619 12/2007 115.26
07/13/2007 64297	QWIK PRINTS	1622		80.00
101-1130-412.21-04	07/02/2007	MATTHEW CHISM, ANDREW WAY	071831536	12/2007 80.00
07/13/2007 64298	RCP BLOCK & BRICK INC	115		61.30
101-5010-431.30-02	06/21/2007	6816 ECONOMY 688 HALF MED	1262001	070058 12/2007 61.30
07/13/2007 64299	RICHARD HIDALGO	1462		122.98
101-3030-423.28-04	07/03/2007	MIRRAMAR COLLEGE PC832	008501	12/2007 62.98
101-3030-423.25-03	07/03/2007	SEW LIFE GUARD PATCHES	1188	12/2007 60.00
07/13/2007 64300	RSM2 CONTRACTORS, INC.	1724		114,090.43
401-5020-432.20-06	05/15/2007	VETERANS PARK MASTER PLAN	6	070480 11/2007 31,245.58
407-1262-413.20-06	05/15/2007	VETERANS PARK MASTER PLAN	6	070480 11/2007 67,558.53
602-5061-432.20-06	05/15/2007	VETERANS PARK MASTER PLAN	6	070480 11/2007 15,286.32
07/13/2007 64301	SBC GLOBAL SERVICES INC	331		577.80
101-1010-411.27-04	06/19/2007	TEL SET BLACK, LOGO BLACK	SB370522	071209 12/2007 131.84
101-1210-413.27-04	06/19/2007	TEL SET BLACK, LOGO BLACK	SB370522	071209 12/2007 131.84
101-3020-422.27-04	06/19/2007	TEL SET BLACK, LOGO BLACK	SB370522	071209 12/2007 182.28
101-5020-432.27-04	06/19/2007	TEL SET BLACK, LOGO BLACK	SB370522	071209 12/2007 131.84
07/13/2007 64302	SBC LONG DISTANCE	1379		14.25
503-1923-419.27-04	06/04/2007	CORPORATE ID#339964	811168384	12/2007 14.25
07/13/2007 64303	SBC/MCI	1270		3,163.73
503-1923-419.27-04	06/07/2007	337-257-1583-442	T6665683	12/2007 351.51
101-1110-412.27-02	06/02/2007	619-423-0314-978	T6643143	12/2007 125.23
101-5040-434.27-04	06/02/2007	619-423-1074-808	T6643144	12/2007 15.65
101-5040-434.27-04	06/02/2007	619-423-1675-711	T6643146	12/2007 15.65
601-5060-436.27-04	06/02/2007	619-423-2231-354	T6643148	12/2007 15.15

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101-3020-422.27-04	06/02/2007	619-423-8222-631	T6643154	12/2007 20.11
101-3020-422.27-04	06/02/2007	619-423-8225-961	T6643155	12/2007 205.50
101-1920-419.27-04	06/02/2007	619-423-8300-961	T6643156	12/2007 188.77
101-5020-432.27-04	06/02/2007	619-423-8311-961	T6643157	12/2007 389.66
101-3030-423.27-04	06/02/2007	619-423-8322-961	T6643158	12/2007 318.78
101-1130-412.27-04	06/02/2007	619-423-8617-292	T6643159	12/2007 78.35
503-1923-419.27-04	05/26/2007	619-424-3481-707	T6614103	12/2007 30.48
101-6030-453.27-04	05/26/2007	619-424-7077-649	T6614108	12/2007 83.98
101-3020-422.27-04	06/04/2007	619-424-7359-120	T6648178	12/2007 75.14
101-6010-451.27-04	06/08/2007	619-575-0336-809	T6672036	12/2007 80.71
101-3020-422.27-04	06/08/2007	619-575-0361-562	T6672037	12/2007 21.20
101-1010-411.27-04	06/04/2007	619-628-1352-133	T6648288	12/2007 72.20
101-1230-413.27-04	06/04/2007	619-628-1356-945	T6648289	12/2007 202.38
101-3040-424.27-04	06/04/2007	619-628-1357-365	T6648290	12/2007 90.19
101-3070-427.27-04	06/04/2007	619-628-1359-498	T6648291	12/2007 49.58
101-1210-413.27-04	06/04/2007	619-628-1361-670	T6648292	12/2007 227.82
503-1923-419.27-04	06/04/2007	619-628-1367-659	T6648293	12/2007 66.67
101-6010-451.27-04	06/04/2007	619-628-1385-573	T6648294	12/2007 45.03
101-0000-221.02-01	06/04/2007	619-628-1419-917	T6648295	12/2007 26.75
101-3010-421.27-04	06/01/2007	619-628-1485-961	T6632710	12/2007 44.06
101-1920-419.27-04	06/04/2007	619-628-2018-437	T6648296	12/2007 26.63
601-5060-436.27-04	06/02/2007	C60-222-1236-444	T6646128	12/2007 296.55
07/13/2007	64304	SDGE	289	5,189.42
101-6020-452.27-01	06/29/2007	0175 275 3776 05/30-06/28	06-29-2007	12/2007 303.31
101-5010-431.27-01	06/28/2007	0646 753 1938 05/29-06/27	06-28-2007	12/2007 9.10
101-5010-431.27-01	06/28/2007	1694 231 2432 05/29-06/27	06-28-2007	12/2007 29.16
101-5010-431.27-01	06/26/2007	1912 409 2723 05/24-06/25	06-26-2007	12/2007 9.10
101-6020-452.27-01	06/29/2007	2081 689 1273 05/30-06/28	06-29-2007	12/2007 218.00
101-6010-451.27-01	06/29/2007	2081 689 7619 05/30-06/28	06-29-2007	12/2007 451.43
101-6010-451.27-01	06/29/2007	2081 692 3399 05/30-06/28	06-29-2007	12/2007 9.06
101-6020-452.27-01	06/29/2007	2083 847 9032 05/30-06/28	06-29-2007	12/2007 68.02
101-5010-431.27-01	07/03/2007	2741 969 9359 05/31-06/30	07-03-2007	12/2007 137.44
215-6026-452.27-01	07/03/2007	2819 871 6315 05/31-06/30	07-03-2007	12/2007 1,881.04
101-5010-431.27-01	06/28/2007	3062 843 3719 05/29-06/27	06-28-2007	12/2007 11.88
101-6010-451.27-01	06/29/2007	3206 700 9265 05/30-06/28	06-29-2007	12/2007 30.65
101-5010-431.27-01	06/28/2007	3448 930 9646 05/29-06/27	06-28-2007	12/2007 9.28
101-5010-431.27-01	06/26/2007	5280 340 6641 05/24-06/25	06-26-2007	12/2007 139.18
101-6020-452.27-01	06/29/2007	5456 692 8951 05/30-06/28	06-29-2007	12/2007 11.14
101-5010-431.27-01	06/26/2007	5576 188 0541 05/24-06/25	06-26-2007	12/2007 9.10
101-6020-452.27-01	06/29/2007	6921 003 2109 05/30-06/28	06-29-2007	12/2007 426.89
101-5010-431.27-01	06/29/2007	7706 795 7872 05/30-06/28	06/29/2007	12/2007 11.32
601-5060-436.27-01	06/28/2007	8773 823 6424 05/29-06/27	06/28/2007	12/2007 1,052.26
101-6020-452.27-01	06/29/2007	9327 898 1346 05/30-06/28	06/29/2007	12/2007 267.62
101-6010-451.27-01	06/29/2007	9956 693 6272 05/30-06/28	06/29/2007	12/2007 104.44
07/13/2007	64305	SITE DESIGN GROUP INC	1852	1,500.00
401-1110-413.20-06	06/30/2007	GATHER AND REVIEW SITE	9703A5	10/2007 1,500.00
07/13/2007	64306	SOUTH WEST SIGNAL	488	187.50
101-5010-431.21-23	06/29/2007	MONTHLY MAINTENANCE 06/07	46618	070150 12/2007 150.00

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101-5010-431.21-23	06/29/2007	CHECK OUT NB LT.	46634	070150 12/2007	37.50
07/13/2007 64307	SURFACE PROTECTION SYSTEMS	1794			8,167.00
408-1260-413.20-06	07/10/2007	REPAIR EXISTING PLANTER	COX1	080036 01/2008	8,167.00
07/13/2007 64308	THE WINKLEMAN TRUST DATED	1			500.00
502-1922-419.28-17	07/11/2007	SETTLEMENT AGREEMENT &	07-11-2007	10/2007	500.00
07/13/2007 64309	THE WINKLEMANT TRUST DATED	1			10,000.00
502-1922-419.28-17	07/11/2007	SETTLEMENT AGREEMENT &	07-11-2007	10/2007	10,000.00
07/13/2007 64310	TOOD LANGE	2			52.00
101-3030-423.28-04	06/08/2007	REIMBURSEMENT FOR EMT	094919	12/2007	52.00
07/13/2007 64311	UNION TRIBUNE	738			554.90
101-0000-221.01-02	05/31/2007	NOTICE, COUNCIL PUBLIC	C070501940	12/2007	554.90
07/13/2007 64312	WEST COAST ARBORISTS	820			7,174.85
101-5010-431.21-04	06/30/2007	PI RECEIPTS	47602	071140 12/2007	7,174.85
07/13/2007 64313	YOUNG & CO	1841			4,223.57
101-1920-419.30-02	07/05/2007	EXECUTIVE CHAIR FOR	10881	10/2007	4,223.57
07/16/2007 64314	AFLAC	120			340.25
101-0000-209.01-13	07/12/2007	PPE 7/5/07	20070712	01/2008	340.25
07/16/2007 64315	COLONIAL LIFE & ACCIDENT	941			128.43
101-0000-209.01-13	07/12/2007	PPE 7/5/07	20070712	01/2008	128.43
07/16/2007 64316	CREATIVE BENEFITS INC FSA	1108			264.28
101-0000-209.01-11	07/12/2007	PPE 7/5/07	20070712	01/2008	264.28
07/16/2007 64317	I B FIREFIGHTERS ASSOCIATION	214			202.00
101-0000-209.01-08	07/12/2007	PPE 7/5/07	20070712	01/2008	202.00
07/16/2007 64318	ICMA RETIREMENT TRUST 457	242			5,748.53
101-0000-209.01-10	07/12/2007	PPE 7/5/07	20070712	01/2008	5,748.53
07/16/2007 64319	SEIU LOCAL 221	1821			1,289.61
101-0000-209.01-08	07/12/2007	PPE 7/5/07	20070712	01/2008	1,289.61
07/16/2007 64320	UNITED WAY OF SAN DIEGO COUNTY	1483			88.93
101-0000-209.01-09	07/12/2007	PPE 7/5/07	20070712	01/2008	88.93
07/19/2007 64321	AGRICULTURAL PEST CONTROL	123			95.00
101-1910-419.20-21	06/26/2007	RODENT CONTROL MAINTENAN	64388	070197 12/2007	95.00
07/19/2007 64322	ALLIANCE ENVIRONAMENTAL GROUP	1838			5,165.65
101-1910-419.21-04	06/29/2007	REMOVE CEILING TILES	22476	071148 12/2007	5,165.65
07/19/2007 64323	BARBARA NESS GRAPHICS	1850			200.00
405-1260-413.20-06	05/31/2007	AD PREPARATION	7022001	071225 11/2007	200.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
07/19/2007	64324	BOYCE INDUSTRIES INC	486				107.70
101-5030-433.30-02	06/21/2007	50 FT 5800 PSI HOSE	49143	070029	12/2007	107.70	
07/19/2007	64325	CALIFORNIA AMERICAN WATER	612				3,735.36
101-6040-454.27-02	07/11/2007	05-0092998-9 05/04-07/06	07/11/2007		12/2007	575.96	
101-3030-423.27-02	07/11/2007	05-0093917-8 05/04-07/06	07/11/2007		12/2007	186.10	
101-5010-431.27-02	07/11/2007	05-0094000-2 05/04-07/06	07/11/2007		12/2007	55.07	
101-5010-431.27-02	07/11/2007	05-0094041-6 05/04-07/06	07/11/2007		12/2007	39.67	
101-5010-431.27-02	07/11/2007	05-0094076-2 05/04-07/06	07/11/2007		12/2007	39.67	
101-5010-431.27-02	07/11/2007	05-0094163-8 05/04-07/06	07/11/2007		12/2007	119.23	
101-5010-431.27-02	07/11/2007	05-0094234-7 05/04-07/06	07/11/2007		12/2007	42.24	
101-5010-431.27-02	07/11/2007	05-0094268-5 03/06-05/04	07/11/2007		12/2007	98.70	
101-5010-431.27-02	07/11/2007	05-0094293-3 05/04-07/06	07/11/2007		12/2007	80.74	
101-5010-431.27-02	07/11/2007	05-0094304-8 05/04-07/06	07/11/2007		12/2007	334.72	
101-5010-431.27-02	07/11/2007	05-0094973-0 05/04-07/06	07/11/2007		12/2007	642.77	
601-5060-436.27-02	07/13/2007	05-0101092-0 05/08-07/09	07/13/2007		12/2007	26.46	
101-5020-432.27-02	07/13/2007	05-0102217-2 05/08-07/10	07/13/2007		12/2007	168.14	
101-6020-452.27-02	07/13/2007	05-0102503-5 05/08-07/10	07/13/2007		12/2007	663.23	
101-5010-431.27-02	07/13/2007	05-0102729-6 05/08-07/10	07/13/2007		12/2007	514.46	
101-5010-431.27-02	07/16/2007	05-0106225-1 05/09-07/10	07/16/2007		12/2007	16.18	
101-5010-431.27-02	07/16/2007	05-0106249-1 05/09-07/10	07/16/2007		12/2007	16.18	
101-5010-431.27-02	07/16/2007	05-0106336-6 05/09-07/10	07/16/2007		12/2007	31.59	
101-5010-431.27-02	07/16/2007	05-0106337-4 05/09-07/10	07/16/2007		12/2007	16.18	
215-6026-452.27-02	07/12/2007	05-0402959-6 05/07-07/09	07/12/2007		12/2007	68.07	
07/19/2007	64326	CIVIC SOLUTIONS INC	910				1,305.00
101-0000-221.01-02	07/05/2007	PROJECT PLANNER DARELL G.	49617		12/2007	652.50	
405-1260-413.20-06	07/05/2007	PROJECT PLANNER DARRELL G	49617	070524	12/2007	652.50	
07/19/2007	64327	DECISION MANAGEMENT CO	1148				6,823.60
503-1923-419.20-26	06/01/2007	GOLD LVL QUESTYS SOFTWARE	G3192-1-JUN-07	071136	12/2007	6,823.60	
07/19/2007	64328	DEPT. OF CONSERVATION	1158				193.08
101-0000-221.01-01	07/19/2007	SMIPS QUARTERLY REPORT	SMIPS QUARTERLY		12/2007	193.08	
07/19/2007	64329	EAGLE NEWSPAPER	1204				207.35
405-1260-413.28-07	07/18/2007	REDEVELOPMENT AGENCY	22213		12/2007	29.70	
101-1130-412.28-07	06/13/2007	EMPLOYMENT ADVERTISING	29528	070605	12/2007	17.80	
101-1130-412.28-07	06/14/2007	EMPLOYMENT ADVERTISING	29649	070605	12/2007	12.45	
101-1130-412.28-07	01/17/2007	EMPLOYMENT ADVERTISING	24691	070605	11/2007	17.80	
101-1130-412.28-07	01/18/2007	EMPLOYMENT ADVERTISING	24798	070605	11/2007	12.45	
101-1130-412.28-07	01/24/2007	EMPLOYMENT ADVERTISING	24893	070605	11/2007	17.80	
101-1130-412.28-07	01/25/2007	EMPLOYMENT ADVERTISING	25020	070605	11/2007	12.45	
101-1130-412.28-07	01/31/2007	EMPLOYMENT ADVERTISING	25117	070605	11/2007	17.52	
101-1130-412.28-07	02/01/2007	EMPLOYMENT ADVERTISING	25274	070605	11/2007	12.18	
101-1130-412.28-07	02/07/2007	EMPLOYMENT ADVERTISING	25384	070605	11/2007	17.52	
101-1130-412.28-07	02/08/2007	EMPLOYMENT ADVERTISING	25514	070605	11/2007	12.18	
101-1130-412.28-07	04/18/2007	EMPLOYMENT ADVERTISING	27590	070605	11/2007	16.40	
101-1130-412.28-07	04/19/2007	EMPLOYMENT ADVERTISING	27713	070605	11/2007	11.10	

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07/19/2007	64330	EDAW, INC	1804		1,579.55
407-1262-413.20-06	06/26/2007	PROJECT #06080145.01	1457002	070932 12/2007	1,579.55
07/19/2007	64331	HUMBERTO L. GONZALES	1		2,829.81
101-0000-221.01-02	06/30/2007	REFUND OF BALANCE OF	07-05-2007	12/2007	2,829.81
07/19/2007	64332	IMPAC GOVERNMENT SERVICES	287		24,973.74
601-5060-436.28-13	06/06/2007	MEMBERSHIP 5/4/07-5/1/08	102255	071040 12/2007	205.00
601-5060-436.28-13	06/06/2007	CERTIFI. RENEWAL GRADE 4	105251	071040 12/2007	66.00
101-1910-419.30-02	06/07/2007	SAFTY CENTER AMERICAN	69625	071049 12/2007	98.50
601-5060-436.28-01	05/02/2007	8X6 SWR GSKT SDL TEE	CD332384-1	071040 11/2007	77.44
601-5060-436.30-02	05/02/2007	10X6 PVC SWR GSKT SDL WYE	3030216	071040 11/2007	105.60
601-5060-436.30-02	05/03/2007	8X6 PVC SWR GSKT SDL WYE	3030129	071040 11/2007	117.36
601-5060-436.28-01	05/03/2007	SUBMERSIBLE LEVEL TRANSDU	58396	071040 11/2007	662.74
601-5060-436.30-22	05/15/2007	29PC BIT SET, FLANGE	020958	071040 11/2007	125.68
101-1910-419.30-02	05/01/2007	HAND SOAP, SPRAY PAINT	6040218156	071042 11/2007	16.68
101-6020-452.30-02	05/01/2007	HAND SOAP, SPRAY PAINT	6040218156	071042 11/2007	31.36
101-6020-452.30-02	05/02/2007	B/W/BL/R 12X32 SINGS	769801	071042 11/2007	315.66
101-5030-433.30-02	05/03/2007	PAINT OFR GRAFFITI	020544651	071042 11/2007	66.38
101-6020-452.30-02	05/03/2007	FLAGS FOR VET PARK	044027	071042 11/2007	88.73
101-1910-419.28-01	05/08/2007	LOCK - RE CORE / KEYS	19595	071042 11/2007	117.97
101-5030-433.30-02	05/08/2007	PAINT SUPPLIES-STOCK	651791	071042 11/2007	28.80
101-6020-452.30-02	05/08/2007	L PR DRIVERS GLOVE	9360501564	071042 11/2007	115.25
101-5030-433.30-02	05/09/2007	NOZZLE'S - STOCK	10306	071042 11/2007	31.79
101-5030-433.30-02	05/15/2007	GRAFFITI PAINT/ BRUSH	6151913	071042 11/2007	119.54
101-6020-452.30-22	05/16/2007	RAKE, LEAF RAKE, ROW RAKE	028874	071042 11/2007	80.60
101-6020-452.30-02	05/16/2007	PLANTING PICK, FLEX RAKE	13260153	071042 11/2007	86.90
407-1262-413.20-06	05/04/2007	BOX OF HORSHOE PIT GAME	05-04-2007	071043 11/2007	16.15
407-1262-413.20-06	05/17/2007	PUBLIC WORKS COSTBOOK '07	24413	071043 11/2007	111.39
101-1910-419.30-02	05/08/2007	DOOR SUPPLIES FOR SPORTS	RS-X64639	071044 11/2007	237.05
101-6020-452.30-02	05/15/2007	LIGHTS FOR VETERANS PARK	S2700716.001	071044 11/2007	243.65
101-1910-419.30-02	05/16/2007	PAINT FOR GATES SOUNDWALL	031802	071044 11/2007	81.80
101-6020-452.30-02	05/17/2007	LIGHT BULBS 150W 6 EACH	9367768489	071044 11/2007	191.43
101-1910-419.30-02	05/17/2007	TIMER, SPRING WOUND 32361	9367768497	071044 11/2007	19.34
601-5050-436.30-02	05/07/2007	NEUT ULT SHR 3 OZ	6131	071045 11/2007	25.84
101-5040-434.30-02	05/08/2007	CONE 28" 7# DAY	771235	071045 11/2007	116.30
501-1921-419.29-04	05/09/2007	CAR WASH - EXXON MOBILE	1-7129	071047 11/2007	6.00
101-6040-454.30-02	05/08/2007	HOT KNIFE	1069-542957	071048 11/2007	132.76
101-6040-454.30-02	05/21/2007	SOCKETS & LAMPS	223004	071048 11/2007	29.52
101-6040-454.30-02	05/01/2007	BORAX HAND SOAP	LD1CV-00	071049 11/2007	36.98
101-6040-454.30-02	05/07/2007	LATEX PROTECTIVE GLOVES	0100527IN010052	071049 11/2007	181.15
101-6040-454.30-02	05/08/2007	2 CULTIVATORS/ 2 HOES	0257768579549	071049 11/2007	22.97
101-6040-454.30-02	05/08/2007	2 CULTIVATORS/ 2 HOES	0257768579549	071049 11/2007	27.86
101-1910-419.30-02	05/03/2007	TIDELANDS 6 PRO AEROSOL	0462643579277	071050 11/2007	21.52
101-6040-454.30-02	05/03/2007	TIDELANDS 6 PRO AEROSOL	0462643579277	071050 11/2007	32.13
101-6040-454.30-02	05/04/2007	URINAL BLOCKS, TP, LINERS	263044	071050 11/2007	337.98
101-6040-454.30-02	05/08/2007	URINAL BLOCK	263044-1	071050 11/2007	8.89
101-6040-454.30-02	05/14/2007	LINERS, PINE OIL	263292	071050 11/2007	250.67
101-5010-431.21-23	05/15/2007	TIPS FOR SPRAYER	11896	071053 11/2007	64.65

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101-5010-431.30-02	05/16/2007	W.D. 40	6041546296	071053 11/2007 31.33
101-5010-431.29-04	05/01/2007	PLANTS FOR S.E. CORNER	84284	071054 11/2007 75.40
101-5020-432.28-09	05/16/2007	STAMP BOOKLET	031452	071055 11/2007 8.20
101-1910-419.30-02	05/01/2007	CAN LINERS, URINAL BLOCKS	0236795	071056 11/2007 79.81
601-5060-436.30-02	02/23/2007	LIFT STATION DEGREASER	15378	071040 10/2007 248.49
101-6020-452.30-02	02/02/2007	NO SKATEBOARD SIGN	0093241	071042 10/2007 172.48
101-5010-431.21-23	02/23/2007	ANCHORS FOR SIGN POLES	0093841	071042 10/2007 483.91
101-5010-431.30-02	02/23/2007	SIGNS FOR STREET DEPT.	0093842	071042 10/2007 470.33
101-5010-431.30-02	02/26/2007	SIGNS FOR STREET DEPT.	0093858	071042 10/2007 375.10
101-5010-431.21-23	02/23/2007	SIGN ANCHORS	0093840	071053 10/2007 474.85
101-5010-431.21-23	02/27/2007	NOT A THRU ST. & MARKER	0093903	071053 10/2007 473.53
601-5060-436.28-01	04/24/2007	KPSI USER MANUAL	58191	071040 10/2007 562.14
101-6020-452.30-02	04/23/2007	ELECTRICAL FOUNTAIN PUMP	009644	071042 10/2007 47.25
101-5030-433.30-02	04/24/2007	ECONO FLAT	020543975	071042 10/2007 226.28
101-5010-431.30-02	04/27/2007	CONCRETE STREET DEPT.	030451	071042 10/2007 623.34
101-1910-419.30-02	04/19/2007	SIDING FOR TERMITE REPAIR	046017	071044 10/2007 29.84
101-1910-419.30-02	04/19/2007	SIDING FOR TERMITE REPAIR	046017	071044 10/2007 26.91
101-1910-419.30-02	04/20/2007	VARIOUS DRIVER HEADS	057258	071044 10/2007 37.39
101-1910-419.30-02	04/23/2007	SUPPLIES SPORTS LPARK R/R	W2275	071044 10/2007 90.51
101-1910-419.30-02	04/23/2007	PAINT FOR GATES @ VETERAN	011190	071044 10/2007 23.54
101-6020-452.30-02	04/23/2007	PAINT FOR GATES @ VETERAN	011190	071044 10/2007 81.80
101-1910-419.30-02	04/30/2007	LOCKS FOR COMMUNITY CNTR	19582	071044 10/2007 123.96
101-5040-434.30-02	04/18/2007	CITY-WIDE GARAGE SALE AD	510729	071045 10/2007 97.35
101-6040-454.30-02	04/20/2007	STEM ASSY	117930	071048 10/2007 43.39
101-6040-454.30-02	04/25/2007	EXTENSION CORD PLUG	029314	071048 10/2007 8.59
101-6040-454.30-02	04/25/2007	PLIERS, VICE GRIPS	0328471594082	071048 10/2007 43.02
101-6040-454.30-02	04/26/2007	1/4 X 20 HELICOILS	90670	071048 10/2007 7.01
101-6040-454.30-02	04/20/2007	PROTECTIVE LATEX GOLVES	0099051IN009905	071049 10/2007 153.51
101-6040-454.30-02	04/25/2007	PLAZA TOT-LOT TOY SPRING	INV57506	071049 10/2007 196.78
101-6040-454.30-02	04/20/2007	PADRE ORDERED LINERS	262595	071050 10/2007 241.90
101-6040-454.30-02	04/26/2007	WAXIE ORDERED HAND TOWEL	LC5AX-00	071050 10/2007 232.93
101-5010-431.30-02	04/19/2007	CONCRETE GLOVES	0493427025973	071053 10/2007 10.30
101-5010-431.30-02	04/19/2007	PROTECTOR CAPS	5450528	071053 10/2007 42.03
101-5010-431.21-23	04/20/2007	STREET SIGNS	204452S	071053 10/2007 83.14
407-1262-413.20-06	04/25/2007	COATING FOR ROTUNDA	5099-4	071053 10/2007 115.66
101-5010-431.21-23	04/30/2007	#8 BAGS OF BEAD & #5 BAGS	11780	071053 10/2007 463.06
101-5010-431.30-02	04/20/2007	6016 BLACTOP PATCH	0583866611038	071054 10/2007 240.82
101-5020-432.30-01	04/24/2007	HP42A TONER, TISSUE, POST	9171899557	071055 10/2007 173.56
101-1910-419.30-02	04/27/2007	BLEACH, LINERS, DISH SOAP	04-27-2007	071056 10/2007 188.03
101-1910-419.30-02	04/27/2007	TOILET PAPER, PAPERTOWELS	262863	071056 10/2007 298.89
101-1230-413.30-01	04/19/2007	OFFICE SUPPLIES	383906268-001	071073 11/2007 1.50
101-3070-427.30-01	04/19/2007	OFFICE SUPPLIES	383906268-001	071073 11/2007 32.31
405-1260-413.30-01	04/19/2007	OFFICE SUPPLIES	383906268-001	071073 11/2007 65.35
101-5010-431.21-23	05/09/2007	H.P.S. LIGHT BULBS	1069-543086	071057 11/2007 568.92
501-1921-419.28-16	05/11/2007	COVER PLATE BATTERY CHARG	1762	071057 11/2007 28.52
101-6040-454.30-02	05/05/2007	LUMBER FOR PIER RAILING	070218	071059 11/2007 8.59
101-1910-419.30-02	05/08/2007	FLOOD LIGHT BULBS	029283	071059 11/2007 12.87
101-6040-454.30-02	05/08/2007	FLOOD LIGHT BULBS	029283	071059 11/2007 19.36
101-6040-454.30-02	05/08/2007	FLOOD LIGHT BULBS	029283	071059 11/2007 9.99
101-6040-454.30-02	05/08/2007	SINGLE VALVE CONTROLLER	04964996-00	071059 11/2007 176.52

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-6020-452.30-02	05/04/2007	4YDS. MULCH	84438	071060	11/2007	215.07
101-6020-452.30-02	05/07/2007	PLUMBING SUPPLIES	118267	071060	11/2007	168.29
101-6020-452.30-02	05/08/2007	PARTS FOR QUICK CONNECT	029441	071060	11/2007	10.04
101-6020-452.30-02	05/09/2007	HARDWARE FOR BBQ GRILL	039101	071060	11/2007	9.86
101-6020-452.30-02	05/09/2007	LOC-TITE & SUPPLIES	040538	071060	11/2007	10.73
101-6020-452.28-02	05/14/2007	PHOTO-CELL FOR TRIANGLE	9365013516	071060	11/2007	26.04
101-6020-452.30-02	05/14/2007	PHOTO-CELL FOR TRIANGLE	9365013516	071060	11/2007	16.53
101-6020-452.30-02	05/18/2007	EZ REACHERS FOR DONOVAN	6936	071060	11/2007	66.37
101-1020-411.30-01	05/17/2007	COKE, DIET COKE & WATER	05-17-2007	071071	11/2007	23.92
101-1020-411.28-04	05/10/2007	WORKS, GARD SLD	470387	071072	11/2007	20.96
101-1020-411.28-09	05/16/2007	SITE DESIGN GROUP, INC.	831262851280	071072	11/2007	18.26
101-1020-411.29-02	05/19/2007	SHREDDER	061035	071072	11/2007	24.07
101-1230-413.28-04	05/05/2007	MIGUEL'S COCINA & PAYPAL	05-05-2007	071073	11/2007	47.87
101-1230-413.29-04	05/05/2007	MIGUEL'S COCINA & PAYPAL	05-05-2007	071073	11/2007	.01
101-1230-413.30-01	05/21/2007	OFFICE SUPPLIES	387699445-001	071073	11/2007	78.90
101-3040-424.30-01	05/21/2007	OFFICE SUPPLIES	387699445-001	071073	11/2007	25.66
101-3070-427.30-01	05/21/2007	OFFICE SUPPLIES	387699445-001	071073	11/2007	5.27
405-1260-413.30-01	05/21/2007	OFFICE SUPPLIES	387699445-001	071073	11/2007	35.05
101-3040-424.28-12	05/03/2007	MEMBERSHIP RENEWAL1YR	26418	071074	11/2007	100.00
101-3040-424.28-12	05/22/2007	CA. BLDNG MEMBERSHIP RENW	05-22-2007	071074	11/2007	215.00
405-1260-413.28-04	05/15/2007	ULI SD/TIJUANA MEETING	05-15-2007	071076	11/2007	50.00
101-1230-413.30-02	05/02/2007	TAPE RECORDER & BATTERIES	030261	071078	11/2007	24.80
101-1230-413.30-02	05/21/2007	PLANNING-ROUTING MF928	012639	071078	11/2007	4.34
101-3030-423.28-09	05/01/2007	POSTAGE FOR FIRE DEPT.	023622	071079	11/2007	16.39
101-3080-428.30-02	05/10/2007	110 VOLT FUSER, PHASER	71061001	071079	11/2007	267.80
101-3080-428.29-04	05/16/2007	PRINTER REPAIR LABOR	14974	071079	11/2007	200.00
101-1010-411.30-01	05/01/2007	OFFICE SUPPLIES	385316810-001	071081	11/2007	66.25
101-1110-412.30-01	05/01/2007	OFFICE SUPPLIES	385316810-001	071081	11/2007	66.25
101-1010-411.28-04	05/02/2007	KFC	6080	071081	11/2007	61.81
101-1010-411.30-02	05/04/2007	BAGGED ICE	057241	071081	11/2007	8.58
101-1010-411.30-02	05/04/2007	SOLO ULTRA CLEAR CUP	059695	071081	11/2007	31.88
101-1130-412.30-01	05/08/2007	RINGBINDER & PAD RETURNED	386339197-001	071081	11/2007	63.39-
101-1110-412.30-01	05/14/2007	SAFETY SERIES CASTERS	387012842-001	071081	11/2007	47.40
101-1110-412.30-01	05/14/2007	HP MODEL C7115A CARTRIDGE	387013287-001	071081	11/2007	140.05
101-1110-412.30-01	05/14/2007	FILE DRAWER WITH LOCK	387014486-001	071081	11/2007	296.29
101-3030-423.28-04	05/16/2007	EL TAPATIO RESTAURANT	027519	071081	11/2007	19.07
101-1110-412.28-04	05/02/2007	MEIJO SUSHI	033873	071082	11/2007	32.80
101-6010-451.30-02	05/04/2007	ALBERTSONS	05042007	071084	11/2007	59.00
101-6010-451.30-01	05/14/2007	FLOPPY DISK	05-14-2007	071084	11/2007	43.09
101-6010-451.29-04	05/14/2007	550 PREMIUM TOILET TISSUE	176877	071084	11/2007	67.96
101-6010-451.30-01	05/18/2007	PENCIL POUCH, BINDER	05-18-2007	071084	11/2007	29.64
101-1010-411.30-02	05/01/2007	SMART & FINAL	0190235	071087	11/2007	99.04
101-1130-412.30-02	05/01/2007	SMART & FINAL	0190235	071087	11/2007	30.25
101-1130-412.30-02	05/10/2007	FILTER, INSTANT COCOA	0504955	071087	11/2007	9.29
101-3030-423.28-04	05/16/2007	ORANGE JUICE & BANANAS	026955	071087	11/2007	9.99
101-3030-423.30-02	05/12/2007	SOLDER FOR PWC PROJECT	590898	071092	11/2007	3.22
101-3030-423.28-04	05/17/2007	SD COMMUNITY COLLEGES	044554	071092	11/2007	61.00
101-3030-423.30-02	05/20/2007	NEW PWC OUTFITTING PARTS	002778	071092	11/2007	19.57
502-1922-419.30-02	05/21/2007	VACUUM CLEANER FIRE STATN	13776316	071093	11/2007	161.61
101-3020-422.30-02	05/21/2007	FIRE CHIEF'S EAR PIECE	13776325	071093	11/2007	43.09

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101-3030-423.30-06	05/01/2007	440 RIO TISSUE	262884	071096 11/2007	127.73
101-3030-423.28-01	05/03/2007	PRIMER PAINT, DRILL BITS	046283	071096 11/2007	240.48
101-3030-423.28-01	05/10/2007	DOOR FOR PIER, CLAMPS	050425	071096 11/2007	180.35
101-3030-423.28-01	05/10/2007	RETURNED DOOR- WRONG SIZE	6258625	071096 11/2007	182.10-
101-3030-423.30-02	05/10/2007	FIRE EXTINGUISHER FOR PWC	8138	071096 11/2007	13.19
101-3030-423.30-02	05/12/2007	2 COPIES OF LOCKER KEY	069892	071096 11/2007	3.00
101-3020-422.30-02	05/15/2007	OPERATION SUPPLIES	0175145	071097 11/2007	214.12
101-3020-422.30-02	05/15/2007	STATION SUPPLIES OPERATIO	023472	071097 11/2007	74.22
101-3030-423.25-03	05/10/2007	LIFEGUATRDR EQUIPMENT	04679683	071098 11/2007	540.85
101-3030-423.28-01	05/10/2007	DIVE EQUIPMENT SERVICING	198674	071098 11/2007	27.30
101-3030-423.28-04	05/11/2007	LIFEGUARD TRAINING-DIVE	00436740	071098 11/2007	592.22
101-3030-423.30-01	05/12/2007	LIFEGUARD SUPPLIES-OFFICE	070478	071098 11/2007	46.31
101-3030-423.25-03	05/15/2007	LIFEGUARD EQUIPMENT	42939	071098 11/2007	32.33
101-3030-423.28-01	05/31/2007	PWC ROAD TRAILER LIGHTS	022916	071098 11/2007	37.70
101-3030-423.28-01	05/15/2007	UPGRADE DIVE COMPUTER	532451	071099 11/2007	550.00
101-3030-423.28-01	05/17/2007	WASH COMMAND VEHICLE	039295	071099 11/2007	9.99
101-3030-423.28-01	05/17/2007	UPGRADE DRIVE COMPUTER	532461	071099 11/2007	689.95
503-1923-419.30-02	05/14/2007	ONLINE DATA LINK COMPUTER	03857	071133 11/2007	37.71
503-1923-419.30-02	05/15/2007	HP NC7170 DUAL GIGABIT	GHW8209	071133 11/2007	327.86
503-1923-419.30-02	05/18/2007	MAXELL DVD-R 10 PK	05182007	071133 11/2007	7.53
101-3020-422.30-01	05/10/2007	OFFICE SUPPLIES	05-10-2007	071134 11/2007	126.48
101-3030-423.30-05	12/28/2006	FIRST AID SUPPLIES	428929	071092 10/2007	254.41
101-5010-431.21-23	04/18/2007	LIGHT HEADS & BULBS	1069-541506	071057 10/2007	470.87
501-1921-419.28-01	04/19/2007	A-3 WINDSHIELD REPAIR	047699	071057 10/2007	50.00
501-1921-419.28-16	04/24/2007	E-39 CAB. DOOR ARM	1608	071057 10/2007	28.73
501-1921-419.28-16	04/24/2007	FIRE DEPT#E-39 PUMP DRAIN	1609	071057 10/2007	50.53
501-1921-419.28-16	04/23/2007	A3 VISOR CLIP	011163	071058 10/2007	8.79
101-6020-452.30-02	04/20/2007	IRRIGATION SUPPLIES	054329	071060 10/2007	29.84
101-6020-452.30-02	04/24/2007	MULCH FOR LANDSCAPED ISLA	83831	071060 10/2007	99.99
101-1020-411.28-04	04/22/2007	PACKAGING TP, DUSTER CLOT	003069	071071 10/2007	28.98
101-1020-411.28-04	04/23/2007	1P-BF BURR ESPCL	011052	071072 10/2007	9.38
101-1230-413.28-12	04/24/2007	MEMBERSHIP RENEWAL 1YR	04-24-2007	071073 10/2007	200.00
405-1260-413.28-04	04/23/2007	REFRESH.FOR ECOTOURISM	04-23-2007	071075 10/2007	29.93
405-1260-413.28-09	04/25/2007	CERTIFIED MAIL FOR RDA	035229	071078 10/2007	16.08
101-3070-427.30-02	04/26/2007	WORK FLASHLIGHT FOR FIELD	W1220054	071079 10/2007	127.94
101-3070-427.28-14	04/26/2007	CODE BOOK FOR DODE ENF.	X350038	071079 10/2007	16.00
101-1010-411.30-02	04/23/2007	3X10 BANNERS	10502	071081 10/2007	193.95
101-1010-411.30-01	04/30/2007	OFFICE SUPPLIES	385321161-001	071081 10/2007	72.18
101-1110-412.30-01	04/30/2007	OFFICE SUPPLIES	385321161-001	071081 10/2007	110.58
101-1130-412.30-01	04/30/2007	OFFICE SUPPLIES	385321161-001	071081 10/2007	80.97
101-1110-412.28-04	04/20/2007	TACOS, BURRITO & TAMARIND	059484	071082 10/2007	12.09
101-1110-412.28-04	04/27/2007	PALA MESA RESORT	10366	071082 10/2007	118.80
101-1110-412.28-04	04/27/2007	CITY/COUNTY MNGR. RETREAT	ROABFC-1	071090 10/2007	118.80
101-3030-423.30-01	04/09/2007	HEWLLETT 3150 REMAN	713327	071092 10/2007	285.00
101-3030-423.30-01	04/09/2007	PRINTER CARTRIDGES	713328	071092 10/2007	220.00
101-3030-423.30-02	04/23/2007	PARTS FOR BWC UPGRADE	012971S	071096 10/2007	38.79
101-3030-423.30-02	04/23/2007	SPARE KEYS FOR MED. RM.	013070	071096 10/2007	4.49
101-3030-423.30-02	04/23/2007	PWC HARDWARE, INSTRUMENTS	6906	071096 10/2007	334.09
101-3030-423.30-05	04/24/2007	MEDICAL SUPPLIES	05071781	071096 10/2007	164.99
101-3030-423.30-02	04/25/2007	SPARE KEYS FOR GARAGE CAB	034613	071096 10/2007	23.96

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101-3030-423.28-01	04/29/2007	REPLACE GARAGE HOSE	002919	071096 10/2007 108.33
101-3030-423.30-02	04/29/2007	6 COPIES OF KEYS FOR MED	002956	071096 10/2007 9.24
101-3030-423.28-01	04/29/2007	2 STAINLESS HOSES	003225	071096 10/2007 13.54
101-3030-423.30-02	04/29/2007	REPLACE SHOWER CURTAIN	04-29-2007	071096 10/2007 16.68
101-3030-423.28-01	04/29/2007	RETURNED FAUCET PARTS	7236709	071096 10/2007 9.02-
101-3030-423.30-01	04/30/2007	WALL FILE FOR IBLA MAIL	04-30-2007	071096 10/2007 62.60
101-3030-423.30-02	04/30/2007	ELECTRICAL PWC COMPONENT	330512	071096 10/2007 19.52
101-3030-423.30-02	04/30/2007	BATTERY CASE & TIE DOWNS	40432449	071096 10/2007 37.96
101-3030-423.30-02	04/30/2007	PWC PARTS FOR UPGRADE	7414	071096 10/2007 325.63
101-3020-422.30-01	04/17/2007	FORMS FOR FIRE INSPECTION	1509	071097 10/2007 25.81
101-3030-423.25-03	04/18/2007	LIFEGUARD EQUIPMENT	04652537	071098 10/2007 143.25
101-3030-423.28-04	04/22/2007	DIVE TRAINING	2828	071098 10/2007 88.14
101-3030-423.30-02	04/23/2007	NEW PWC PARTS	27027857	071098 10/2007 131.83
101-3030-423.30-02	04/23/2007	LIFEGUARD EQUIPMENT-PWC	27027920	071098 10/2007 13.50
101-3030-423.30-02	04/27/2007	LIFEGUARD EQUIPMENT	20952215	071098 10/2007 165.00
101-3030-423.30-02	04/28/2007	NEW PWC EQUIPMENT	7315	071098 10/2007 92.79
101-3030-423.30-02	04/23/2007	SOLENOID & CAULK FOR PWC	7091	071099 10/2007 36.72
101-3030-423.30-02	04/24/2007	PWC/GPS SONAR	7126	071099 10/2007 102.93
101-3030-423.30-02	04/30/2007	NEW PWC EQ RETURN/ CREDIT	8679	071099 10/2007 131.96-
101-0000-371.83-03	05/09/2007	SERVICE FEE	05-09-2007	10/2007 41.45
101-1210-413.29-04	05/04/2007	PIZZA KING	004331	071100 11/2007 45.86
101-1210-413.30-02	05/08/2007	ALLIANCE ALUMINUM LABELS	92637	071100 11/2007 405.52
101-1210-413.28-04	05/15/2007	MARRIOT ONTARIO AIRPORT	024138	071100 11/2007 30.81
101-1210-413.28-04	05/16/2007	MARRIOT HOTELS & RESORTS	78479653	071100 11/2007 93.87
101-1210-413.28-04	05/18/2007	RDA WORKSHOP LODGING	05222007	071100 11/2007 93.87
07/19/2007 64333	KANE, BALLMER & BERKMAN	1828		1,007.50
405-1260-413.20-01	07/02/2007	LEGAL SVCSTHROUGH 06/30	11224	070996 12/2007 1,007.50
07/19/2007 64334	MALIHINI LLC	4		4,551.30
101-0000-221.01-02	07/17/2007	BALANCE DEPOSIT REFUND	07/17/2007	12/2007 4,551.30
07/19/2007 64335	MANUEL CASAS	1845		358.75
502-1922-419.28-17	06/18/2007	EYE GLASSES DAMAGED @WORK	585327	071203 12/2007 358.75
07/19/2007 64336	MARLOWE & COMPANY	893		3,350.00
101-1230-413.20-06	07/10/2007	SERCVICES FOR JUNE 2007	07-229-07	070525 12/2007 3,350.00
07/19/2007 64337	MORELAND & ASSOCIATES INC	1086		5,827.50
101-1210-413.20-06	07/16/2007	FINANCE DIRECTOR 4.0 HRS	06/16/2007	12/2007 333.00
101-1210-413.20-06	07/01/2007	FINANCE DIRECTOR 66.0 HRS	07/01/2007	12/2007 5,494.50
07/19/2007 64338	NASLAND ENGINEERING	1656		3,500.00
405-1260-413.20-06	06/30/2007	PROJCET 105/199.1 JERRY	84225	070522 12/2007 3,500.00
07/19/2007 64339	PETAR KELLY MEDIGOVICH	2		1,800.00
101-0000-221.01-05	07/16/2007	FULL REFUND OF BOND FOR	07/11/2007	01/2008 1,800.00
07/19/2007 64340	ROEJACK ROOFING, INC.	211		154,574.50
504-1924-419.20-06	07/17/2007	CIVIC CENTER RETENTION PA	IBCIVIC-RET	071121 12/2007 50.00

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504-1924-419.20-06	07/17/2007	CIVIC CENTER ROOFING	IBCIVIC-2	071121	12/2007	900.00	
504-1924-419.20-06	07/17/2007	CIVIC CENTER ROOFING	IBCIVIC-2	071121	12/2007	145,539.00	
07/19/2007	64341	SHREDFORCE, INC	1842			965.61	
101-1020-411.21-04	07/03/2007	ON-SITE SHREDDING	1111535	071204	12/2007	965.61	
07/19/2007	64342	SMART STAFF	427			1,872.00	
101-6040-454.21-01	07/06/2007	MAX MAHERW/E06/24 & 07/01	915	070156	12/2007	78.00	
101-6040-454.21-01	07/06/2007	MAX MAHERW/E06/24 & 07/01	915	070156	12/2007	52.00	
101-6040-454.21-01	07/06/2007	MAX MAHERW/E06/24 & 07/01	915	070156	12/2007	260.00	
101-6040-454.21-01	07/06/2007	MAX MAHERW/E06/24 & 07/01	915	070156	12/2007	338.00	
101-6040-454.21-01	07/06/2007	MAX MAHERW/E06/24 & 07/01	915	070156	12/2007	728.00	
101-6040-454.21-01	07/06/2007	MAX MAHERW/E06/24 & 07/01	915	070156	12/2007	286.00	
101-6040-454.21-01	07/06/2007	MAX MAHERW/E06/24 & 07/01	915	070156	12/2007	130.00	
07/19/2007	64343	SOUTH COAST PRINTING & SIGN	1704			629.92	
101-6010-451.25-03	06/30/2007	T-SHIRTS 1 COLOR INK	0105		12/2007	289.60	
101-1130-412.28-11	06/30/2007	T-SHIRTS 1 COLOR INK	0105		12/2007	170.16	
101-1010-411.28-11	06/30/2007	T-SHIRTS 1 COLOR INK	0105		12/2007	170.16	
07/19/2007	64344	UNION TRIBUNE	738			570.40	
101-0000-221.01-02	06/30/2007	PUBLIC NOTICE AD	C070601880		12/2007	570.40	
07/19/2007	64345	ACCOMTEMP	70			1,128.56	
101-1210-413.21-01	07/09/2007	M'BAYA CHIBWETH W/E 07/06	19061906	080016	01/2008	652.56	
101-1210-413.21-01	07/09/2007	MARIA OCAMPO W/E 07/06/07	19061907	080016	01/2008	476.00	
07/19/2007	64346	ADT SECURITY SERVICES	103			66.07	
101-6010-451.21-04	07/07/2007	CHARGES FOR 08/01-08/31	53485000	080021	01/2008	66.07	
07/19/2007	64347	ALL TEAM STAFFING, INC	1801			668.25	
101-5010-431.21-01	07/16/2007	HECTOR MARTINEZ W/E 07/13	900708		01/2008	668.25	
07/19/2007	64348	CALIFORNIA REDEVELOPMENT ASSO	658			2,980.00	
405-1260-413.28-12	07/17/2007	MEMBERSHIP DUES	2007-08	080072	01/2008	2,980.00	
07/19/2007	64349	CHULA VISTA ALARM & MONITORING	797			30.00	
101-1910-419.20-23	07/01/2007	ALARM MONITORING BUSINESS	5695		01/2008	30.00	
07/19/2007	64350	CITY OF CORONADO	840			250.00	
101-1130-412.29-02	07/11/2007	DINNER PARTY 11/09/07	1385	080015	01/2008	250.00	
07/19/2007	64351	COUNTY RECORDER	1818			50.00	
101-0000-221.01-02	07/18/2007	NOTICE OF EXEMPTION FEE	07/17/2007		01/2008	50.00	
07/19/2007	64352	DATA CAREERS PERSONNEL SERVICE	1839			562.50	
503-1923-419.21-01	07/02/2007	CHRISTOPHER SANDOVAL	8721		01/2008	562.50	
07/19/2007	64353	JOBS AVAILABLE	528			1,071.00	
101-1130-412.28-07	07/10/2007	DISPLAY AD 06/26&07/10/07	715000		01/2008	1,071.00	

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07/19/2007 101-1110-412.21-01	64354 07/02/2007	OFFICETEAM	1266	19023842	070774	12/2007	234.60 234.60
07/19/2007 101-6040-454.30-02	64355 07/11/2007	R.W. LITTLE CO.	86	83517		01/2008	600.00 600.00
07/19/2007 101-1910-419.20-23	64356 07/02/2007	STANDARD ELECTRONICS	504	9641		01/2008	90.00 90.00
07/19/2007 725-0000-221.03-01	64357 07/13/2007	US BANK TRUST	749	09-02-07		01/2008	82,375.00 35,000.00
725-0000-221.03-04	07/13/2007	ASSESSMENT DIST #66		09-02-07		01/2008	8,750.00
730-0000-221.03-01	07/13/2007	ASSESSMENT DIST #68		09-02-07		01/2008	35,000.00
730-0000-221.03-04	07/13/2007	ASSESSMENT DIST #68		09-02-07		01/2008	3,625.00
DATE RANGE TOTAL *							870,106.54 *



STAFF REPORT CITY OF IMPERIAL BEACH

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

MEETING DATE: August 1, 2007

ORIGINATING DEPT.: Finance--Charles L. Smith Jr.
Interim Finance Director

SUBJECT: Replacement of City File Servers

BACKGROUND:

At present the City is utilizing one main file server at City Hall that is over six years old. This server is operating at full capacity and requires the constant shuffling and deletion of data to prevent a system "crash." The server in Public Works is 5 years old and requires use of resources from the City Hall server. The tape backup for the Public Works Server is too small for the amount of data that needs to be backed up. Hence, the data is being backed up on to the City Hall server. The technology operating these servers is obsolete and not supported; effectively preventing upgrades.

DISCUSSION:

The best remedy for this situation is the purchase of three new servers and racks. The purchase of the third server is for an additional layer of security. With the constant increase in number of ever more sophisticated hackers this additional security is a must. The third server will also allow for partial operation of the City-wide network in case the main City Hall server is not available.

FISCAL IMPACT:

The cost will be approximately \$21,300 for the new hardware. These hardware replacements were included in the 5 Year Capital Improvement Program. Funds of \$17,635 designated for Server Upgrades, T05-204, remain unspent. The remainder will come from the undesignated fund balance (Technology Fund 503).

DEPARTMENT RECOMMENDATION: It is respectfully requested that the City of Imperial Beach City Council approve Resolution 2007-6529 approving the purchase of the requisite hardware from CDW-G Inc. to replace the two obsolete servers and the introduction of a third, system enhancing, server.

CITY MANAGER'S RECOMMENDATION: Approve Department recommendation.

For Gary R. Brown

Gary R. Brown, City Manager

Attachments: Resolution 2007-6529

RESOLUTION NO. 2007-6529

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE PURCHASE OF HARDWARE FOR REPLACEMENT OF TWO FILE SERVES AND THE PURCHASE OF ONE ADDITIONAL SERVER.

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, the City must have an efficient, secure, and reliable computer system, and

WHEREAS, the current file servers are obsolete and at capacity, and

WHEREAS, the system can be significantly improved with available funds, and

WHEREAS, Staff has received an appropriate bid:

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

1. That the above recitations are true and correct.
2. That the City of Imperial Beach authorizes the purchase of three new file servers.
3. City Council authorizes amending the 2007/2008 operating budget as follows:

<u>FY2007-08</u>	<u>Budget Code</u>	<u>Department Description</u>	<u>Amount</u>
Transfer from:	503-0000-253-00-00	Undesignated Fund Balance	\$3,665
Transfer to:	503-1923-419-50-04	Equipment	\$3,665

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 1st day of August, 2007, by the following roll call vote:

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

JAMES JANNEY, MAYOR

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 Resolution No. 2007-6529 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE PURCHASE OF HARDWARE TO UPGRADE THE CITY'S COMPUTER SYSTEM.

CITY CLERK

DATE

Return to Agenda

AGENDA ITEM NO. 2.4



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: AUGUST 1, 2007
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR
JIM NAKAGAWA, AICP, CITY PLANNER

SUBJECT: CONSENT CALENDAR: JOE CRISTILLI
(APPLICANT/ARCHITECT)/ BOB KIPPERMAN (PROPERTY
OWNER); TIME EXTENSION FOR ADMINSTRATIVE COASTAL
PERMIT (ACP 04-165), CONDITIONAL USE PERMIT (CUP 04-
166), DESIGN REVIEW (DRC 04-167), SITE PLAN REVIEW
(SPR 04-168), FOR A MIXED-USE DEVELOPMENT WITH A
RETAIL COMMERCIAL SPACE AND THREE RESIDENTIAL
UNITS LOCATED AT 201 PALM AVENUE IN THE C-2
(SEACOAST COMMERCIAL) ZONE. MF 755.

PROJECT DESCRIPTION/BACKGROUND:

This is a time extension request for a previously-approved application (MF 755) for an Administrative Coastal Permit (ACP 04-165), Conditional Use Permit (CUP 04-166), Design Review (DRC 04-167) and Site Plan Review (SPR 04-168), a mixed-use development consisting of 1,500 square feet of retail commercial space on the first floor and three residential units totaling 5,919 square feet above the first floor on a 5,250 square foot parcel (APN 625-201-25-00) at 201 Palm Avenue in the C-2 (Seacoast Commercial) Zone. This project was approved by the City Council on July 6, 2005 (Resolution No. 2005-6177). A previous time extension request had been granted by the City Council on June 7, 2006 (Resolution 2006-6338).



PROJECT EVALUATION/DISCUSSION:

No new zoning requirements have been enacted that would negatively affect the time extension request. The City's consultant EDAW is in the process of assessing the City's zoning requirements as they may relate to mixed-use projects. It is expected that their recommended changes to those zoning requirements are still several months away. Any public improvements will conform to the Old Palm Avenue streetscape design. The applicant has been in the building permit (bldg permit #06-121) plan check process but actual construction has been delayed due to increased construction costs and the downturn in the housing market.

ENVIRONMENTAL DETERMINATION: This project may be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15303 as a Class 3(c) project (New Construction).

COASTAL JURISDICTION: The project is located in the Coastal Zone, and, therefore, the City would need to consider evaluating the project with respect to conformity with coastal permit findings.

FISCAL ANALYSIS:

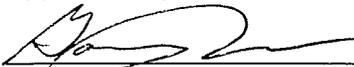
The applicant has deposited \$7,000.00 in Project Account Number (040165) to fund the processing of this application. This account is currently in deficit in the amount of \$942.51 and the applicant will be required to replenish this account prior to final inspection.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2007-6526, approving a second one-year time extension for Administrative Coastal Permit (ACP 04-165), Conditional Use Permit (CUP 04-166), Design Review (DRC 04-167) and Site Plan Review (SPR 04-168), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

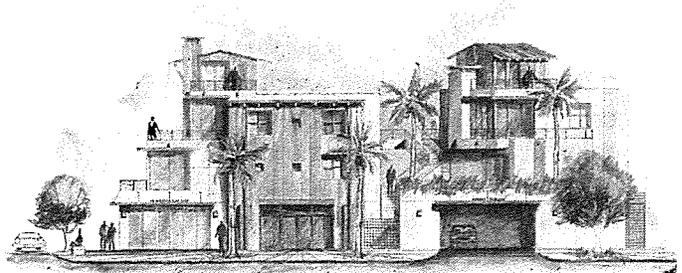
1. Applicant's letter
2. Resolution 2007-6526

c: file MF 755

Joe Cristilli, Galvin Cristilli Parshalle Architects, 1775 Hancock Street, Suite 295, San Diego, CA 92110

Bob Kipperman, Kippys, 1114 Orange Avenue, Coronado, CA 92118

Joan Isaacson, AICP, Senior Project Manager, EDAW Inc., 1420 Kettner Boulevard, Suite 500, San Diego, CA 92101



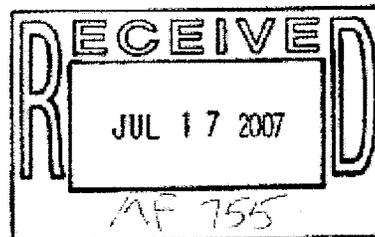
Return to Agenda

ATTACHMENT 1



July 3, 2007

Greg Wade
Planning Director
City of Imperial Beach
Community Development Department
825 Imperial Beach Boulevard
Imperial Beach, CA 91932



Subject: 201 Palm Avenue (GCPA 04026)
Resolution No 2006-6338

Mr. Wade,

The extension for the discretionary approval for the above referenced project is due to expire July 6, 2007

Our client is looking forward to the construction of this project. Due to the economic status of the housing market and current high construction cost we are requesting a one year extension of the July 6, 2007 date.

Joe Cristilli
Galvin Cristilli Parshalle Architects

Copy: Bob & Carina Kipperman

ATTACHMENT 2

RESOLUTION NO. 2007-6526

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A TIME EXTENSION FOR ADMINISTRATIVE COASTAL PERMIT (ACP 04-165), CONDITIONAL USE PERMIT (CUP 04-166), SITE PLAN REVIEW (SPR 04-168), AND DESIGN REVIEW (DRC 04-167) FOR A MIXED USE DEVELOPMENT WITH A RETAIL COMMERCIAL SPACE AND THREE RESIDENTIAL UNITS LOCATED AT 201 PALM AVENUE IN THE C-2 (SEACOAST COMMERCIAL) ZONE. M.F. 755

WHEREAS, on July 6, 2005, the City Council of the City of Imperial Beach held a duly advertised public hearing to consider the merits of approving or denying an application for an Administrative Coastal Permit (ACP 04-165), Conditional Use Permit (CUP 04-166), Site Plan Review (SPR 04-168), and Design Review (DRC 04-167) for a mixed use development consisting of a retail commercial space on the first floor and three residential units above the first floor at 201 Palm Avenue, in the C-2 (Seacoast Commercial) Zone, on a site legally described as follows:

Lot 24, in Block 6 of Silver Strand Beach Gardens Addition to Imperial Beach, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 1902, filed in the Office of the County Recorder of San Diego County, March 25, 1926; more particularly described in "Exhibit A" attached to Document #2004-0783878.

WHEREAS, on April 21, 2005, the Design Review Board adopted DRB Resolution No. 2005-01 recommending approval of the project design; and

WHEREAS, the project design of a mixed use development consisting of a retail commercial space on the first floor and three residential units above the first floor is compatible with other developments in the vicinity which consist of bar and grill to the north, a residential neighborhood to the south, vacant lots to the east and 7-11 convenience store to the west, and, therefore, would be consistent with Policy D-8 of the Design Element of the General Plan; and,

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

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

WHEREAS, this project complies with the requirements of the California Environmental Quality (CEQA) as this project is categorically exempt pursuant to the CEQA Guidelines Section 15303 as a Class 3(c) project (New Construction); and

WHEREAS, the City Council finds that there is sufficient cause to grant a time extension for this project; and

WHEREAS, the City Council reaffirms the following additional findings in support of its decision:

CONDITIONAL USE PERMIT FINDINGS:

- 1. The proposed use at the particular location is necessary or desirable to provide a service or facility, which will contribute to the general well being of the neighborhood or community.**

In the C-2 (Seacoast Commercial) Zone, which promotes the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area (BMC 19.27.010). This project will provide additional retail commercial space in this area of Palm Avenue to meet the demands for goods in the beach community for both tourists and local neighborhood. This project will also provide additional housing, three units with off street parking, to meet the current housing demand. Also, the development of this project may encourage revitalization of the existing area, development of the nearby vacant lots and increase patronage to the surrounding businesses.

- 2. The proposed use will not, under any circumstances, of the particular use, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity.**

The proposed development, a mixed use development consisting of retail commercial space on the first floor and three residential units above the first floor at 201 Palm Avenue, in the C-2 (Seacoast Commercial) Zone, will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. In the Conditions of Approval, specific conditions have been set forth by the Community Development Department, Public Works Department and Building Department to mitigate the concerns such a development project may create.

- 3. The proposed use will comply with the regulations and conditions specified in the title for such use and for other permitted uses in the same zone.**

The proposed use will comply with the regulations and conditions specified in the title for such use and for other permitted uses in C-2 (Seacoast Commercial) zone. The specific conditions that have been set forth by the Community Development Department will ensure that granting of the Conditional Use Permit will achieve compliance with zoning regulations.

- 4. The granting of such conditional use permit will be in harmony with the purpose and intent of this code, the adopted general plan and the adopted local coastal program.**

The granting of the conditional use permit for a mixed use development consisting of retail commercial space on the first floor and three residential units above the first floor at 201 Palm Avenue, in the C-2 (Seacoast Commercial) Zone, will be in harmony with the purpose and intent of the zoning code (BMC 19.82.040.D), the adopted general plan. The site is within the coastal zone and an Administrative Coastal Permit will be approved by the City Council along with the Conditional Use Permit. The following list of specific conditions of approval set forth by the Community Development Department,

Public Works Department and Building Department will ensure that the granting of the Conditional Use Permit will achieve compliance.

SITE PLAN REVIEW FINDINGS:

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

The applicant proposes a mixed use development consisting of retail commercial space on the first floor and three residential units above the first floor at 201 Palm Avenue, in the C-2 (Seacoast Commercial) Zone, that would not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. Parking for the commercial and residential units will be located in the enclosed parking garage accessible from 2nd Street. The project proposes three parking spaces, including a handicapped parking space, for the retail unit. The CUP for this project will allow for the reduction in the number of parking spaces at an interim parking ratio of one space for every five hundred square feet of net floor area in the C-2 zone (I.B.M.C.19.48.050.M). For the residential units, the project will provide the required five parking spaces. In the Conditions of Approval, specific conditions have been set forth by the Community Development Department and the Public Works Department to mitigate the concerns such a development project may create.

6. **The proposed use will not adversely affect the General Plan/Local Coastal Plan.**

The proposed mixed use development consisting of retail commercial space on the first floor and three residential units above the first floor at 201 Palm Avenue is consistent with the C-2 (Seacoast Commercial) zone, which promotes the local neighborhood demand for commercial goods and services.

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

The subject site is in the "Seacoast Commercial" zone, which encompasses Palm Avenue from Seacoast Drive to the west and 3rd Street to the east. "Seacoast Commercial" also encompasses Seacoast Drive from Palm Avenue on the north to Imperial Beach Boulevard on the south. Within this area, commercial and residential uses vary in character, bulk, and scale. The proposed project is compatible with the established commercial and residential uses.

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

This site fronts along Palm Avenue and 2nd Street. The surrounding uses consist of bar and grill to the north, a residential neighborhood to the south, vacant lots to the east and 7-11 convenience store to the west. The project has varied rooflines and architectural detailing and relief through the incorporation of building recesses. The architect provides extensive articulation through the creation of interesting spaces so that the

building does not present a monolithic aspect on all four sides. This project also includes landscaping on the second and third floors, which will provide more than the required percentage of landscaping and additional architectural interest. Palm trees will also be required, as part of the landscaping plan, in the public right-of-way along Palm Avenue. The overall design of the building should contribute positively in making an architectural statement along Palm Avenue. Many of the existing buildings in the area are older structures. The project shall properly orient the proposed structures to streets, driveways, sunlight, wind and other adjacent structures and uses in a harmonious manner.

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

The project is a mixed use development with a retail commercial space on the first floor and three residential units above the first floor at 201 Palm Avenue, in the C-2 (Seacoast Commercial) Zone. The combination and relationship of the commercial retail space in relation to the residential units on the site is properly integrated.

10. Access to and parking for the proposed use will not create any undue traffic problems.

Parking access is from 2nd Street. Parking for the commercial and residential units will be located in the enclosed parking garage accessible from 2nd Street. The project proposes three parking spaces, including a handicapped parking space, for the retail unit. The CUP for this project will allow for the reduction in the number of parking spaces at an interim parking ratio of one space for every five hundred square feet of net floor area in the C-2 zone (I.B.M.C.19.48.050.M). For the residential units, the project will provide the required five parking spaces. The parking design will not create any undue traffic problems.

11. The project complies with all applicable provisions of Title 19.

The project is subject to compliance with the zoning requirements per Chapter 19.28 of the City of Imperial Beach Municipal Code, titled "Seacoast Commercial (C-2) Zone." A Conditional Use Permit is required for residential development above the first floor at a maximum density of one unit per every one thousand five hundred square feet of lot area and interim parking pursuant to Section 19.28.020.A.3. The parking for the project will be provided in an enclosed parking garage on the first floor for the retail commercial unit and residential units. The CUP for the interim parking ratio is allowed per Section I.B.M.C.19.48.050.M and upon approval of the City Council. Site Plan approval by the City Council is required per Section 19.28.020.D. Design Review is required per Section 19.83.020.A.3.

DESIGN REVIEW FINDINGS:

12. The project is consistent with the City's Design Review Guidelines.

The design of the project is consistent with the City's Design Policy D-8 (Project Design) of the General Plan as per Design Review Compliance checklist attached hereto and findings contained herein.

NOW, THEREFORE, BE IT RESOLVED, that a one-year time extension for Administrative Coastal Permit (ACP 04-165), Conditional Use Permit (CUP 04-166), Site Plan Review (SPR 04-168), and Design Review (DRC 04-167) for an approved mixed use development consisting of a retail commercial space on the first floor and three residential units above the first floor at 201 Palm Avenue, in the C-2 (Seacoast Commercial) Zone, is hereby **approved** by the City Council of the City of Imperial Beach subject to the following previously-stipulated:

CONDITIONS OF APPROVAL:

A. PLANNING:

1. Approval of Administrative Coastal Permit (ACP 04-165), Conditional Use Permit (CUP 04-166), Site Plan Review (SPR 04-168), and Design Review (DRC 04-167) for a mixed use development consisting of retail commercial space on the first floor and three residential units above the first floor at 201 Palm Avenue and 2 interim parking spaces, in the C-2 (Seacoast Commercial) Zone is valid for one additional year from the date of final action to **expire on July 6, 2008**. Conditions of approval must be satisfied, building permits issued, and substantial construction in reliance must have commenced prior to expiration.
2. The site shall be developed and the final building plans shall be in substantial accordance with the approved plans dated Received June 17, 2005 on file in the Community Development Department and with the conditions adopted by the City Council herein.
3. The applicant or applicant's representative shall read, understand, and accept the conditions listed herein and shall, within 30 days, return a signed statement accepting said conditions.
4. All negative balances in the project code account **040165** shall be paid prior to building permit issuance and final inspection.
5. Queen Palms shall be located in the public right-of-way along Palm Avenue per City Council Policy 606. This condition is subject to change pending Old Palm Avenue Streetscape Design Plan.
6. Applicant shall apply for an encroachment permit to allow for the encroachment of the roof structure on the west side of the building and to allow portions of the building into the landscape easement along Palm Avenue.
7. The projections above the height limit allowed for mechanical equipment and stairwells shall not be used for storage or converted to any habitable use. This condition shall be added as a restriction to the covenants, conditions and restrictions for the development.

B. BUILDING:

8. A soils report will be required at the time plans are submitted for building permit plan check (619-628-1357).

C. PUBLIC SAFETY:

9. Address must be clearly visible with 6" high numbers and with 3/4" stroke on contrasting background.

PUBLIC WORKS:

10. Every residential complex of 4 or more units and commercial or industrial building shall be provided with adequate space for storage of refuse and recycling containers. The minimum size of refuse container space shall be six feet by nine feet. The minimum size of a recycling container space shall be four feet by eight feet. Refuse and recycling container spaces shall be enclosed by a six-foot high masonry wall and gate. Refuse and recycling container slabs shall be made of four inches of Portland cement concrete, and shall include a minimum five-inch-wide concrete runway to the level of the street or alley (I.B.M.C. 19.74.090).
11. Ensure that the hot water tank P.T. discharge pipe is piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
12. No building roof or landscape water drains may be piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
13. Before approval of these plans the sewer lateral (existing and new) locations will be drawn on the plans and submitted to the City for review and approval.
14. Install one new driveway approach on 2nd Street in accordance with San Diego, Regional Standard Drawing G-14C (See attached). Asphalt cut for this installation is to be cut back enough to tie in the new lip of gutter with a maximum of 2% cross fall. Note that the driveway approach is to be a minimum of 3 feet from the property line. Maintain a minimum 3-foot-wide landscape strip between property line and driveway per I.B.M.C. 19.50.040.D.
15. Install new ADA compliant handicap access ramp (Type A) at corner of Palm Avenue and 2nd Street. The color tint to be placed in the new sidewalk and handicap ramp is "Solomon Gold Leaf" (supplied by Hansen's Concrete). Contact the Public Works Superintendent, Steve Kerr, at (619) 628-1371.
16. Replace approximately 95 lineal feet of sidewalk on 2nd Street in conformance with Regional Standard Drawing G-7 leaving a 3' 6" parkway from the back of curb to nearest sidewalk edge per I.B.M.C 12.04.050. The color tint to be placed in the new sidewalk and handicap ramp is "Solomon Gold Leaf" (supplied by Hansen's Concrete).
17. Install underground irrigation to the parkway landscape and/or each planter on Palm Avenue and 2nd Street. Applicant may choose to tap into the City's irrigation system if he/she chooses. Such installation of this tap must be at the owner's expense.
18. For alley, sidewalk or curb and gutter replacement, ensure compliance with San Diego Regional Standard Drawing G-11 in that the "Area to be removed [must be] 5 feet or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5 feet. Where the distance from "Area to be removed," to existing joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge or score mark.
19. Require the building foundation elevation be at least 1 foot the adjacent ground level to minimize flooding during storm conditions.

20. Ensure the existing 3 survey monuments on northeast, northwest and southwest property lines remain in or are replaced in the adjacent sidewalk. Record same with county office of records.
21. Require applicant to provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and/or Conditional Use Permit.
22. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or Caltrans Traffic Control Manual.
23. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in street trench. Asphalt shall be AR4000 ½ mix (hot).
24. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
25. Applicant shall agree to underground all utilities in accordance with I.B.M.C. 13.08.060.
26. Advise the property owner that he/she must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant must provide the following documents to the City of Imperial Beach before project may begin work:
 - A checklist of selected BMPs and location of the BMPs on project plans for review by the City (Form 7-B and Table 7-3).
 - Certification of intent to maintain selected BMPs (Form 7-B).
 - A Storm Water Management Plan (Form 7-B).
27. Additionally these BMP practices shall include but are not limited to:
 - Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.
 - All recyclable construction waste must be properly recycled and not disposed in the landfill.
 - Water used on site must be prevented from entering the storm drain conveyance system (i.e., streets, gutters, alley, storm drain ditches, storm drain pipes).
 - All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
 - Erosion control - All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with

Visqueen (or equivalent product) to prevent sediment removal into the storm drain system.

- 28. Advise the property owner that as of January 1, 2000, any disposal/transportation of solid waste/construction waste in roll-off containers must be contracted through EDCO Disposal Corporation unless the hauling capability exists integral to the prime contractor performing the work.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 1st day of August, 2007, by the following roll call vote:

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

James C. Janney

JAMES C. JANNEY, MAYOR

ATTEST:

Jacqueline M. Hald

**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 exact copy of Resolution No. 2007-6526 – A Resolution of the City Council of the City of Imperial Beach, California APPROVING ANOTHER ONE-YEAR TIME EXTENSION FOR ADMINISTRATIVE COASTAL PERMIT (ACP 04-165), CONDITIONAL USE PERMIT (CUP 04-166), SITE PLAN REVIEW (SPR 04-168), AND DESIGN REVIEW (DRC 04-167) FOR A MIXED USE DEVELOPMENT WITH A RETAIL COMMERCIAL SPACE AND THREE RESIDENTIAL UNITS LOCATED AT 201 PALM AVENUE IN THE C-2 (SEACOAST COMMERCIAL) ZONE. MF 755.

CITY CLERK

DATE



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: AUGUST 1, 2007
ORIGINATING DEPT.: JACQUELINE M. HALD, CITY CLERK

SUBJECT: SB 966 – PHARMACEUTICAL DRUG DISPOSAL

BACKGROUND AND DISCUSSION:

The proper disposal of pharmaceutical waste, which includes unused pharmaceutical drugs of all kinds and types both over the counter and prescription medicine, is becoming an increasingly difficult environmental issue. Without an easy way to dispose of pharmaceutical drugs, they are often thrown away in household trash or flushed down the toilet. Both of these disposal methods are unsatisfactory and can eventually result in harmful effects to the water system. The effects on the environment could be harmful to humans, animals and plants.

Both the Metro Wastewater Joint Powers Authority (MWJPA) and the Metro Commission, a coalition of municipalities and special districts that share the use of the City of San Diego's wastewater facilities support the concepts contained in SB 966. The MWJPA and Metro Commission include the cities of Chula Vista, Coronado, Del Mar, El Cajon, Imperial Beach, National City, La Mesa and Poway, the County of San Diego, the Otay and Padre Dam Water Districts, and the East Otay, Lakeside/Alpine, Lemon Grove, Spring Valley and Winter Gardens Sanitation Districts.

SB 966 would require every retailer of pharmaceutical drugs to have a collection system for the proper disposal of pharmaceutical drugs. SB 966 will help remove pharmaceutical drugs from the solid waste and sewage systems by providing a convenient way for customers to dispose of unused drugs, and thereby ensuring their proper disposal. A statewide policy on proper disposal of unused pharmaceutical drugs will help solve this emerging issue.

FISCAL ANALYSIS:

None associated with this report.

DEPARTMENT RECOMMENDATION:

Staff recommends City Council take a position of support of SB 966 and authorize the Mayor to execute the attached letter to the City's legislative delegation.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Gary Brown, City Manager

Attachments:

1. Draft Letter of Support for SB 966 – Pharmaceutical Waste Take Back Program



City of Imperial Beach, California

www.cityofib.com

OFFICE OF THE MAYOR

July 25, 2007

Senator Denise Moreno Ducheny
637 3rd Ave., Suite A-1
Chula Vista, CA 91910

Assemblymember Mary Salas
678 Third Avenue, Suite 105
Chula Vista, CA 91910

Re: SB 966 (Simitian and Kuehl) Pharmaceutical Drug Disposal
Notice of Support

Dear Senator Ducheny and Assemblymember Salas:

The City of Imperial Beach joins the Metropolitan Wastewater Joint Powers Authority (MWJPA) and the Metro Commission in support of SB 966.

SB 966 would require every retailer of pharmaceutical drugs to have a collection system for the proper disposal of pharmaceutical drugs.

SB 966 will help remove pharmaceutical drugs from the solid waste and sewage systems by providing a convenient way for customers to dispose of unused drugs, and thereby ensuring their proper disposal. Without a way to dispose of unused drugs other than home toilets or trash pick-up, the drugs will have a harmful effect on flora, fauna, and humans. A statewide policy on proper disposal of unused pharmaceutical drugs will help solve this emerging issue.

Sincerely,

James C. Janney
Mayor

cc: Senator Joe Simitian



STAFF REPORT
CITY OF IMPERIAL BEACH

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

MEETING DATE: August 1, 2007
ORIGINATING DEPT.: City Manager 

SUBJECT: ADOPT RESOLUTION NO. 2007-6527 APPROVING A
MEMORANDUM OF UNDERSTANDING ON WAGES AND
OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
AND AMENDING THE FY 07-08 BUDGET

BACKGROUND:

City staff has met and conferred with the representatives of Service Employees International Union (SEIU), which represents our miscellaneous, lifeguard, and part-time employees, to reach an agreement on a new Memorandum of Understanding (MOU) for Fiscal Years 2007-08 and 2008-09. Both SEIU and city staff are recommending approval of this MOU and that it be retroactive to July 1, 2007.

DISCUSSION:

Significant changes include:

Fiscal Year 2007-08

- Cost of living increase and salary adjustment of 4% retroactive to July 1, 2007.
- \$100 increase per month in health benefits (\$645 to \$745 per month) effective January 1, 2008.
- Addition of a pay differential of \$50 per month for certain Public Works employees with a Grade 4 Collection System Certification.
- As of the pay period beginning 9-3-07 through 6-30-08 the employee will pay 6% (as opposed to 6.104%) and the City 2% of the total 8% employee share of CalPERS retirement costs.

Fiscal Year 2008-09

- Cost of living increase and salary adjustment of 3.5% effective July 1, 2008.
- Beginning the first payroll in FY 08-09 City will assume the first 1% increase/decrease in total CalPERS costs (total of employee and employer costs) with any increase/decrease beyond 1% to be shared by City/SEIU based on the existing prorata sharing formula.
- City agrees to request an actuarial study of the 3% @ 50 retirement enhancement plan for the Lifeguard employee group six months prior to the MOU expiration.

In addition, the City and SEIU agreed that the mid-management positions of Management Analyst and Building Official will become mid-management positions not represented by SEIU. There were other minor clarifications to the MOU language that have no financial impacts.

As has been past practice, staff is recommending that these salary and benefit changes be extended by the City Manager to the appointive management, mid-management and confidential employee classifications that are not represented by SEIU. If approved by the City Council, these new benefits will be implemented as of the first full pay period in August 2007.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

These benefit increases will cost approximately \$249,600 in FY 2007-08 and \$262,600 in FY 2008-09 and are available in the existing budget with the exception of 25,000 to be designated for personnel costs in FY 07-08 from Unallocated General Fund Balance.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2007-6527 approving a MOU on wages and other terms and conditions between the City of Imperial Beach and SEIU and amending the budget for a two-year term commencing on July 1, 2007 and ending on June 30, 2009.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary R. Brown, City Manager

Attachments:

1. Resolution 2007-6527 adopting MOU and budget amendment.
2. MOU between City and SEIU for July 1, 2007 to June 30, 2009.

RETURN TO AGENDA

RESOLUTION NO. 2007-6527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING ON WAGES AND OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) AND AMENDING THE FY 07-08 BUDGET

WHEREAS, the Management Negotiating Team, acting for and on the behalf of the City Council of the City of Imperial Beach, have met and conferred in good faith with the Service Employees International Union (SEIU), an organization representing our miscellaneous, lifeguard, and part-time employees; and

WHEREAS, a Memorandum of Understanding has been jointly agreed to and recommended by staff for adoption by the City Council for Fiscal Years 07-08 and 08-09; and

WHEREAS, it is the desire of the City staff and SEIU that this MOU be retroactive to July 1, 2007 and implemented as soon possible after adoption by the City Council; and

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

1. That the above recitations are true and correct.
2. That the City Council hereby approves Resolution 2007-6527 authorizing the City to enter into a Memorandum of Understanding between the City of Imperial Beach and SEIU for a two-year term commencing July 1, 2007 and ending June 30, 2009.
3. Authorizes and directs the City Manager or designee to execute said MOU for and on behalf of the City of Imperial Beach.
4. That the City Council authorizes amending FY 07-08 budget as follows:

<u>FY 2007-08</u>	<u>Budget Code</u>	<u>Department Description</u>	<u>Amount</u>
Transfer from:	101-0000-253-00-00	Unallocated General Fund Balance	\$25,000
Transfer to:	101-xxxx-xxx-xx-xx	Misc. Depts. as appropriate	\$25,000

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting on the 1st day of August 2007, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, CA. 91932

And

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 221
4004 Kearny Mesa Road
San Diego, CA. 92111

TERM:

July 1, 2007 – June 30, 2009

FINAL

* * * * *

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Exhibits:

Exhibit "A"	Article X – Grievance Procedure
Exhibit "B"	Article IX – Disciplinary Procedure
Exhibit "C"	Article VII, Section 4 – Vacation Leave
Exhibit "D"	SEIU Recognition of Miscellaneous Service Classifications – FY 07-08 & 08-09
Exhibit "E"	City's Salary & Compensation Plan, Effective July 1, 2007
Exhibit "F"	City Section 125 Election Documents
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Exhibit "H"	Alternative 9/80 Work Schedule Side Letter & Policy

Preamble

Representatives of the City of Imperial Beach and the Service Employees International Union (SEIU) Local 221, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as “M.O.U” is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties.

This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the SEIU Local 221 hereinafter referred to as “UNION”, and it supersedes all prior agreements, commitments, and practices.

It is understood by the parties that part-time seasonal employees continue to be entitled to the benefits that they were receiving as of the effective date of this agreement. It is further understood that those benefits which the part-time seasonal employees are not currently receiving will not apply to them for the duration of this agreement, with the exception of benefits contained in this agreement.

This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two-year (2) period commencing July 1, 2005, and ending June 30, 2007.

The CITY recognizes that the UNION is the sole and exclusive bargaining agent and representative of the City’s Miscellaneous Classified Service which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. All UNION representative classifications are referenced in Exhibit “D” of this agreement.

Article 1.0 Management Rights

It is agreed that the City of Imperial Beach, hereafter to be referred to as the “CITY” has the exclusive right to determine the mission of each of its constituent departments, divisions, boards, and commissions; to set standards of selection for employment and promotion; to exercise control and discretion over its organization and operations; to direct its employees and to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to determine the context of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the technology of performing its work.

The exercise of such rights shall be reasonable and shall not preclude employees of the SEIU Local 221 hereafter to be referred to as the “UNION”, from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

Article 2.0 Employee Rights

It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized UNION representative.

It is agreed that whenever a CITY employee desires to represent himself/herself in consulting with CITY management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so, which permission shall not be unreasonably withheld.

Article 3.0 Responsibilities of the Union

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the UNION agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all of their assigned duties, rendering loyal and efficient service to the very best of their abilities.

The UNION, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represent; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

The UNION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all City services during the term of this agreement.

Article 4.0 Unfair Employee Relations Practices

1. It is agreed that it shall be unfair employee relations practice for the City and its management representatives:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this M.O.U. shall not be construed as financial support.
 - c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
2. It is agreed that it shall be an unfair employee relations practice for the UNION, its representatives, or members:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To refuse to meet and confer in good faith CITY officials on matters within the scope of representation.
 - c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

Article 5.0 Grievance Procedure

It is agreed that the UNION shall have the right to assist any employee covered by this M.O.U. who requests representation of his/her grievance and/or work safety measures for consideration of CITY representatives. The City shall release authorized personnel during normal work hours to resolve such grievances, and the pay for such personnel will continue during this period, but overtime pay will not be authorized.

It is agreed that the Grievance Procedure shall be as outlined in the attached Exhibit “A” and made part of this M.O.U. Refer to Article X – Grievance Procedure, of the City of Imperial Beach Personnel Rules for additional information.

Article 6.0 Discharge or Other Disciplinary Action

It is agreed that the CITY shall advise the employee involved of his/her right to representation and a statement in writing for the reason or reasons for taking any disciplinary action against him/her.

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Disciplinary Procedure, of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit “B” and made part of this M.O.U.

Article 7.0 General Provisions

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the initial twelve (12) month probationary period. Such discharge shall not be subject to the Grievance Procedure or to the Discipline Procedure of the City of Imperial Beach Personnel Rules.
2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the UNION by reason of age, sex, creed, color, national origin, UNION membership or non-UNION membership.
3. Bulletin Boards: It is agreed that the CITY shall provide bulletin boards in the following locations which may be used by UNION in posting appropriate UNION notices and announcements and related material.
 - a. City Hall
 - b. Fire Department
 - c. Public Works Facility
 - d. Lifeguard Station
4. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of the Personnel Officer or designee. Access shall be scheduled at the convenience of the employee and Personnel Officer or designee. Copies of all materials to be included in personnel folders shall be provided to individual employees.
5. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hours operations or cause unnecessary loss of time to the CITY.
6. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the M.O.U. by attempting to contact the employee through the last address of record.
7. Supervisory Meetings: Any Supervisor covered by this agreement who is required to attend any meeting on CITY business either before or after scheduled work hours shall receive compensatory exclusive of travel time.
8. Training Sessions: In addition, all other departmental personnel shall be required to attend an established number of training sessions necessary to job indoctrination and performance, which will be on CITY time.
9. New Employees: The CITY will provide the UNION President and UNION Field Representative with names and departments of newly hired employees.

10. Personnel Officer: Where questions arise as to the benefits employees may receive under the CITY's rules, the employee should direct those questions to the CITY's Personnel Officer.
11. Mileage Reimbursement: Employees shall be reimbursed at the current rate allowed by the Internal Revenue Service for the authorized use of their private vehicle on City business. Employees shall also be reimbursed for parking fees paid while using their vehicle on City business.

An employee who uses his/her automobile for City business must provide the minimum automobile insurance coverage required by the State of California. Evidence of current insurance must be on file with the City.
12. Salary Increases: Salary increases that are based on a known date, such as longevity pay and step increase, shall be paid from the first day of the pay period in which the anniversary occurs.
13. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5 percent higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher in base salary than the highest step of the pay range of the classification to which they are being promoted.
14. Inoculations: Employees who in the course of their regular duties are exposed to raw sewage will receive inoculations as medically necessary at City expense. Those employees who in the course of their regular duties may be exposed to sewage contaminated water will be offered inoculations as medically appropriate at City expense.
15. Outsource: The City shall notify the Union prior to issuance of any solicitation of work traditionally performed by regular employees of the City. The CITY shall notify the UNION in writing (30) days prior to the effective date of any services contract which will require the performance of labor previously provided by CITY employees. In such an event, the UNION may request in writing the discussion of alternatives to such subcontracting. A request to this effect must be received by the City Manager within (7) days from receipt by the UNION of the aforementioned notice from the CITY. The CITY shall forestall, for a reasonable period of time, the implementation of any such services contract to allow for a period of negotiation between the CITY and UNION on such alternatives to subcontracting out work previously provided by CITY employees.
16. Bi-lingual Pay Differential: When an employee possesses competent bi-lingual skills, that full-time employee shall be granted \$50.00 a month for use of this skill, with part-time employees receiving \$.40 cents per hour, not to exceed \$50 per month. Competence shall be determined by an oral and written test mutually agreed to by the CITY and UNION.
17. Skin Cancer Prevention: The CITY shall make available sunscreen for all employees that spend the majority of the workday in an outside environment. The CITY shall provide an annual education session on skin cancer, and how to prevent it.
18. Pay Differential: As designated by the Public Works Director a maximum of two (2) employees with Backflow Certification and a maximum of three (3) employees with Hazardous Materials Labeling & Packaging Standards Certification shall receive an additional \$40 per month to maintain and utilize said Certifications for the benefit of the CITY. In addition, as designated by the Public Works Director, a maximum of five (5) employees with Collection System

Maintenance Grade Certification shall receive either \$20 per month for Grade 1, \$30 per month for Grade 2, \$40 per month for Grade 3, or \$50 per month for Grade 4.

19. Ergonomics: The City will offer ergonomic equipment to meet the reasonable individual needs of employees at a reasonable cost.

Article 8.0 Out-of-Classification Pay

An employee who is assigned in writing to work in a higher classification during the fiscal year for five (5) or more cumulative working days within two (2) consecutive pay periods will be paid at the salary schedule for the higher classification at the lowest step or 5 percent above the current salary, whichever is higher.

Article 9.0 Hours of Work:

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

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

2. Alternative 9/80 Schedule: The City and the Union will continue to study the impact and feasibility of an alternate 9/80 workweek schedule subject to budget and operational constraints, approval of the City Council and vote of the Union membership. Ongoing implementation of program is subject to an annual review by City Council of program merits for continued consideration subject to operational and financial impacts. (See Exhibit “H”)
3. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department provided; however, that leave without pay shall not be considered to be work time.
4. Overtime Compensation: This overtime shall be compensated by cash payment or by compensatory time off at one and one-half (1-1/2) times the regular established rate. The smallest unit of time to be used in computing overtime shall be one-quarter (1/4) hour.

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

5. Call-Back Overtime: An employee required to perform call-back overtime shall receive a minimum of not less than three (3) hours at one and half (1-1/2) times his/her regular range for such call-back work, even if less service is required.
6. Holidays (Overtime Compensation): Employees required to work on holidays as enumerated in this agreement shall be compensated at a rate of two (2) times the regular salary in addition to the regular salary for the number of hours worked.

7. Stand-by Pay: An employee may be required to be on “stand-by” subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by pay shall have a communication device (i.e. cell phone, pager, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates, as follows:
 - a. For a normal work day stand-by shift, pay shall be two (2) hours per day.
 - b. For a normal weekend stand-by shift (Saturday or Sunday), pay shall be three (3) hours per day.
 - c. For a holiday stand-by shift observed in accordance with an employee M.O.U., pay shall be four (4) hours per day.

8. Building inspections on closed Fridays: The position of Building Official and Building and Housing Inspector (I or II) will be required to work alternative 9/80 closed Fridays providing building inspections. These inspections will be scheduled 24 hours in advance beginning at 7:30 a.m. in appropriate increments and shall not be scheduled past 11:30 a.m. The position(s) providing these inspections shall work a minimum of three hours (or up to five hours as warranted by the number of inspections scheduled) performing inspections or office work to earn a minimum of three (3) hours of over-time or a maximum of five (5) hours of overtime. If no inspections are requested on a 9/80 closed Friday then no hours shall be worked. If all field inspection work is completed prior to the three-hour minimum, the employee shall have the option to work less than the three hours (and be paid for actual over-time hours worked) or continue to work in the office to earn the minimum three-hours of overtime.

Article 10.0 Sick Leave and Industrial Accident Benefits

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

1. Sick Leave Accrual: Employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 for each full twelve (12) months of service. A maximum of 1000 hours may be accumulated. Once an employee has reached the maximum of 1,000 hours, he/she will continue to accrue sick leave hours up and through June 30 of each year at which time the employee will be subject to the sick leave payoff procedure.

2. Sick Leave Permitted: Employees may use accrued sick leave with pay for absences necessitated as follows:
 - a. Illness, including contagious disease, or injury.
 - b. Authorized absence for medical care and/or appointments.
 - c. Death, illness, or injury of a member of the immediate family or domestic partner. To be eligible for the Domestic partner benefit, the employee must register their domestic partner with the CITY.

3. Sick Leave Payoff: Only if employed on June 30 each year, regular employees shall receive cash payment for accrued sick leave in excess of 1,000 hours. Upon retirement from CITY service or separation in good standing after five (5) years of completed CITY service, regular employees shall receive cash payment for 50 percent of their accrued hours of sick leave to a maximum of 500 hours. Upon the death of a regular employee after five (5) years of completed CITY service,

his/her beneficiary shall receive cash payment for 50 percent of the accrued hours of sick leave to a maximum of 500 hours. Employees or beneficiaries shall receive maximum sick leave cash payment for no more than 500 accrued sick leave hours.

4. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the current or latest pay rate of the employee.
5. Industrial Accident Leave: Employees on industrial accident leave shall receive up to 30 working days full pay in lieu of temporary disability payments. Should an industrial injury extend beyond 30 working days, employees may, on a pro rata basis, augment temporary disability pay with accrued sick leave, vacation or compensating time off benefits.

Article 11.0 Holiday and Vacation Benefits

1. HOLIDAYS: It is agreed that holiday benefits for each probationary and regular employee in the CITY shall be authorized as follows:

- | | |
|--|--------------------------------------|
| a. New Year's Day | January 1 |
| b. Martin Luther King, Jr. Day | 3 rd Monday in January |
| c. Washington's Birthday | 3 rd Monday in February |
| d. Cesar Chavez Day | 31 st of March |
| e. Memorial Day | Last Monday in May |
| f. Independence Day | July 4 |
| g. Labor Day | 1 st Monday in September |
| h. Veteran's Day | November 11 |
| i. Thanksgiving | 4 th Thursday in November |
| j. Friday after Thanksgiving | 4 th Friday in November |
| k. Christmas Eve
(One-full day preceding Christmas
except when Christmas falls
on Sunday or Monday in which
case the holiday will be on the
Friday preceding) | December 24 |
| l. Christmas Day | December 25 |
| m. New Year's Eve
(One-full day preceding New Year's
Day except when New Year's Day
falls on Sunday or Monday in which
case the holiday will be on the | December 31 |

Friday preceding)

2. Sunday Holiday: City Hall will be closed on holidays a. through m. above. When a holiday listed herein falls on a Sunday, the following Monday shall be observed as a holiday on which City Hall will be closed.
3. Saturday Holiday: When a holiday listed herein falls on a Saturday, the employee shall be credited with an additional day of vacation.
4. Floating Holidays: Employees shall receive two (2) floating holiday paid absence from work annually to be taken on a day mutually agreeable to the employee and the department head. Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. All floating holidays to be taken on days mutually agreeable to the employee and the Department head.
5. Vacation Accrual: Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules, a copy of which is attached as Exhibit “C” and made a part of this M.O.U.

Article 12.0 Holiday Furlough Program

1. Furlough Hours: The parties agree to a maximum 40 hour per fiscal year Holiday Work Furlough to be calculated by City prior to start of ensuing calendar year period i.e. (January 1). The Work Furlough will take effect during the otherwise normal workweek between the Hard Holidays of December 25 and January 1 only.

In classifications where staffing of positions will be necessary (as determined by City Manager) during the subject workweek, the affected employees shall have added the number of furlough hours worked.

In an effort to minimize the financial impact of the Work Furlough on employees, the employees' bi-weekly pay shall be reduced by an amount reflecting the designated Work Furlough. The adjustment will commence upon the first full pay period of the calendar year, effective January 1, 2006. The work furlough will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law.

2. Overtime during furlough period: Employees on furlough time who are subsequently called in to work will be paid callback in accordance with SEIU MOU Article 9.0, Section 5, Call-Back Overtime. Overtime will be paid in accordance with SEIU MOU Article 9.0, Section 4, Overtime, only for overtime worked outside the employees' normal work shift.
3. Employees who, through no fault of their own, are not allowed to take their furlough hours within the fiscal year will have the remaining hours carried over for use during the next fiscal year. To be eligible for the carryover, employees must demonstrate that they have made every effort to use their allotted furlough hours.
4. Furlough hours will be prorated for new hires, terminating employees and permanent part-time employees who have an established work schedule of 30 hours or less (3/4 time) and those

temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis who want to participate in the program.

5. The City will make every effort to notify employees of furlough scheduling by August 1st. In cases where decisions relating to who within a classification will work during the furlough period, seniority should not be the sole determining factor. Consideration should be given to employee preferences, equity, etc.
6. Employees scheduled to be off during the furlough period, who are called in to work due to operational necessity, will have the appropriate number of hours of furlough leave credited to their furlough leave bank.
7. Employees scheduled to be off during the furlough period who, at that time, do not have adequate furlough leave hours, will be required to use vacation or floating holiday leave or compensatory time. Sick leave will not be approved to offset furlough leave hours during the furlough period. If there are not sufficient hours in the aforementioned categories, the time will be recorded as Leave Without Pay.

Article 13.0 Insurance Benefits

1. Heath Insurance Flexible Benefit Plan

Effective January 1, 2008, the CITY shall increase by \$100 from \$645 to \$745 per month (\$8,940 per plan year) the maximum the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits, including a taxable cash benefit as described under the City's Flexible Health Benefit Plan.

All CITY health insurance carriers are provided through the California Public Employees Retirement System (CalPERS). Each employee who elects health insurance shall have \$16 (or the amount required by CalPERS) of the \$745 paid by the City to PERS for that benefit, with the remaining balance available for other cafeteria selections. (This \$16 is the amount, which is paid to PERS on behalf of retirees electing such insurance.)

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

An EMPLOYEE who elects not to be covered under the City's health insurance plan, may use the total amount for other eligible cafeteria benefits. Those EMPLOYEES who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical coverage (i.e. spouse coverage).

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

3. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Health and Welfare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.

c. FSA Administration

The City reserves the right to contract with the Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.

4. State Disability Insurance and Individual Term Life Insurance: Each employee will be provided by City State Disability Insurance and Individual Term Life Insurance, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.

5. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the EMPLOYEE will not be allowed to change except as follows:

- a. At the next open enrollment

- b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
 - c. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.
6. Seasonal Employees Benefit: The CITY shall make a good faith effort to seek a health insurance plan for seasonal employees to participate in at EMPLOYEE's expense.

Article 14.0 Uniforms

1. The CITY shall assume full cost for the rental and cleaning of uniforms when required by the Department of Public Works. CITY shall issue to all designated employees five (5) work t-shirts per year per employee at no cost to employee.
2. The CITY shall reimburse designated employees an amount not to exceed \$150.00 per employee per year for safety shoes.
3. The CITY shall issue all lifeguards the following personal wear: one (1) pair of trunks, two (2) shirts, one (1) sweatpants, one (1) hat and duck feet swim fins. Lifeguards shall be responsible for cleaning and maintenance of personal wear. The CITY shall make available for lifeguard use the following: sun screen, pocket mask (CPR), extra thick gloves (rubber), wet suits for winter guards, and jacket. Jackets will be replaced when necessary due to normal wear and tear. Expected life of a jacket is three seasons. If jacket is lost, stolen, or abused the lifeguard must purchase a new one.

CITY shall reimburse all lifeguards one (1) pair safety sunglasses not to exceed \$75.00 per year per employee subject to CITY administrative procedures.

All lifeguards shall adhere to a standard of personal grooming and appearance. Such standards shall be developed in consultation with lifeguard personnel.

Article 15.0 Salaries

1. All represented employees shall receive the following cost of living adjustments (COLAs) to base salary wages during the term of this agreement, as follows:
 - a. Effective July 1, 2007 4.00% COLA
 - b. Effective July 1, 2008 3.50% COLA

Article 16.0 Retirement Benefits

1. As of the pay period beginning 9-3-07 through 6-30-08 the employee will pay 6% and the CITY 2% of the total 8% employee share of CalPERS retirement costs. Beginning the first payroll in FY 08-09 CITY will assume the first 1% increase/decrease in total CalPERS costs (total of

employee and employer costs) with any increase/decrease beyond 1% to be shared based on the formula as describe in section 2 below.

2. Employees and CITY will share proportionally in any future increases or decreases in total cost of CalPERS. Example: If employer pays 13.185% and employee pays 5.7% then 69.817% of any CalPERS increase/decrease would be attributable to the employer and 30.183% of any CalPERS increases/decreases would be attributable to the employee (up to a maximum of 8% as allowed by CalPERS to be paid by the employee) each year until otherwise agreed.
3. The CITY will continue to provide the following CalPERS retirement benefit:
 - a. The CITY shall provide full-time lifeguards CalPERS 2% at 50 retirement.

Article 17.0 State Disability Insurance

The CITY shall make available State Disability Insurance coverage to those employees who elect to participate, provided that all research and preparation necessary for implementation shall be accomplished by the UNION. Payment for said plan shall be made by the individual employee at no cost to the City.

Article 18.0 Re-negotiation

In the event either party desires to meet and confer on the provisions of a successor M.O.U., it shall serve upon the other its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor Memorandum of Understanding.

Article 19.0 Implementation

This M.O.U. constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council. It is agreed that this M.O.U. shall not be binding either in whole or in part unless and until the City Council acts by majority vote formally to approve and adopt said M.O.U.

Article 20.0 Emergency

Nothing contained herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 21.0 Savings Clause

If any provisions of this M.O.U. or the enabling resolution is at any time, or in any way, held to be contrary to any law by any court or proper jurisdiction, the remainder of this M.O.U. and the remainder of the enabling resolution shall not be affected thereby, and shall remain in full force and effect.

Article 22.0 Agreement Review

Recognizing the joint concern over the City of Imperial Beach's ability to fund the recommendations contained within the agreement, it is mutually understood that should the California State Legislature mandate a salary or fringe benefit item applicable to employees represented by the association, City may at its option require that this M.O.U. be reviewed. It is further understood that should the California State Legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the UNION, the UNION may at its option require that this M.O.U. be reviewed.

It is understood that the UNION and the CITY may discuss and consult with each other with respect to non-economic items during the period of this agreement, except as noted above, in order to further communicate between the CITY and UNION in an effort to promote the improvement of personnel management and employer-employee relations.

Article 23.0 Safety Program

A City-wide Safety Program shall be developed and implemented in accordance with federal and state mandated requirements. A Safety Officer shall be appointed among management personnel to develop implement and maintain a City-wide safety awareness program.

Article 24.0 Smoking

No smoking is allowed in City buildings when employees are present.

Article 25.0 Educational Benefits

1. The CITY shall maintain a program providing for the partial refund of tuition and fees for all job related classes or training. The CITY agrees to pay up to \$1,000 per employee per fiscal year for fees, books, and/or tuition for such classes. Classes would require prior approval of the department head and subject to established criteria for reimbursement approval through administrative policy by City Manager, effective July 1, 2001. The educational benefit is designed to reimburse representative employees for fees, books, tuition, software, and valid parking fees (associated with the course only) upon conclusion of each individual course.
2. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
3. The CITY shall reimburse lifeguards whom, while at the service to the CITY, successfully complete training and receive a certificate as an Emergency Medical Technician. Such reimbursement shall not exceed \$400 and shall be limited to costs incurred for tuition, fees, books, and lab fees. If any lifeguard who has been the recipient of the above reimbursement should leave the lifeguard service before completing three (3) seasons after being reimbursed, he/she shall refund the full reimbursement to the CITY.

Expenses for EMT certificates of renewal shall be reimbursed to Lifeguard Sergeant, Lifeguard II and Lifeguard I classifications. Reimbursement is limited to actual cost of classes, fees and books.

4. CITY agrees to the continuation of an Employee Personal Computer Purchase Program available to all CITY employees during the term of this agreement subject to budgetary constraints and City Council approval.

Article 26.0 Employee Assistance Program

City continues to implement and fund an Employee Assistance Program for all City employees.

Article 27.0 Service Fee

I. Implementation

City of Imperial Beach shall cause the City Auditor to deduct a bi-weekly “Service fee” from the pay warrants of those employees in SEIU Local 221 – represented Bargaining Units who fail to become UNION members within thirty days of employment with the CITY or who terminate UNION membership during City employment. Such fee shall be the equivalent to a Fair Share Fee (proportionate share of the Union’s cost of legally authorized representational services) as determined yearly by a CPA. Remittance of the aggregate amount of all dues, fees and other proper deductions made from salaries of employees covered hereunder shall be made to the UNION by the CITY.

- A. UNION agrees to keep an adequate itemized record of its financial transactions and shall make available annually to the CITY, within sixty days after the end of its fiscal year, a written financial statement in the form of a balance sheet and an operating statement certified as to accuracy by the SEIU Local 221 President and a Certified Public Accountant.
- B. Union further agrees to hold such disputed fees in their entirety in an escrow account to be maintained at the San Diego County Credit Union, 555 Mildred Street, San Diego, California pending resolution of the dispute pursuant to the Service Fee Complaint Procedure.
- C. Hold Harmless: The UNION hereby agrees to indemnify and hold the CITY harmless from any and all liability arising out of such Service Fees pursuant to this Agreement.

II. Service Fee Complaint Procedure

- A. This Complaint Procedure shall be utilized solely to resolve disputes arising out of the deduction of Service fee by the CITY pursuant to a negotiated agreement.
 1. Issues subject to this complaint shall be limited to the following:
 - a. That a portion of the Service Fee deduction is being utilized for non-representation activities.
 - b. That the non-member is a member of a bona-fide religion, body or sect which has historically held a conscientious objections to joining or financially supporting public employee organizations.

In the event that it is determined pursuant to this procedure that such non-member is a member of a religion or body pursuant to this Section, he or she may designate a charitable fund exempt from

taxation under Section 501, Paragraph C, Subsection 3 of the Internal Revenue Code chosen from the following:

Muscular Dystrophy
United Way
American Cancer Society
American Red Cross

City agrees to Cause Auditor to deduct and to remit fees so designated in behalf of one of the above charitable organizations to said organization.

- B. Any non-member employee who objects to the deduction of the Service Fee by the CITY shall file a complaint with the Union. The complaint shall be in writing and shall specify the reason(s) for the objection to the deduction. The complaint need not be formal, but shall clearly state the basis for the objection.
1. Any employee who objects to the deduction of the Service Fee shall forward his or her written complaint to the UNION within forty-five (45) calendar days after the fee is initially deducted.
 2. Upon receipt of the written complaint, UNION shall place the entire Service Fee Deduction into escrow pending resolution of the dispute, and shall request a list of arbitrators from the State conciliation Service or the American Arbitration Union.
- C. Informal Mediation: Notwithstanding Step B, Subsection 2, above, either the UNION or the complainant may request the services of a State Conciliation mediator in a preliminary effort to resolve the dispute prior to arbitration. Following such non-binding informal advisory mediation, if either complainant or UNION is dissatisfied, either party may request arbitration.
- D. Selection of Arbitrator: The arbitrator shall be selected by mutual agreement between the SEIU Local 221 and the grievant or his/her representative. If the UNION and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of (5) qualified arbitrators. The UNION and the grievant or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.
1. Date for Complaint Hearing - - The UNION shall contact the selected Arbitrator within ten (10) calendar days from the date of the completion of the Mediation process, or in the event that Mediation is not utilized, within (10) working days of receipt of the complaint. Upon confirmation by the Arbitrator, the UNION will forthwith contact the complainant by certified mail indicating the date, time and place of the complaint hearing.
- E. Payments of Costs: In the event that the UNION prevails in said arbitration, the cost of arbitration shall be shared equally between the UNION and complainant. Should complainant prevail, UNION shall pay the entire cost of the arbitration.
- F. Effect of Arbitrator's Decision: The decision of the arbitrator shall be final and binding. Upon receipt of arbitrator's decision, fees being held in escrow shall be disbursed by the UNION in accordance with said decision. In the event that the UNION prevails, the CITY shall continue to deduct the service fees and to remit then to the UNION as determined by the arbitration.

Article 28.0 Labor Management Committee

The CITY and the UNION agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter, or amend this agreement. It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations.

The Committee shall be composed of the President of the UNION or his/her designee and two (2) other Employee representatives and one (1) staff representative from the UNION. In addition, the CITY shall appoint the Director of Personnel or his /her designee and two (2) other management employees.

Meetings shall be held quarterly and additionally when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed. Release time will be provided to UNION representatives for the purpose of serving on the Committee.

It is the intention of the UNION to meet with CITY in the context of Labor Management Committee as soon as possible after the adoption of a new M.O.U., to discuss workload and staffing issues throughout the City.

Article 29.0 Term

The term of this Memorandum shall be for a two (2) year period commencing July 1, 2007, and ending June 30, 2009. This Memorandum shall remain in effect and shall not expire prior to June 30, 2007. After that date, it may be terminated by the City Council upon 30 days written notice and a public hearing.

Article 30.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 40 hours of leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

Article 31.0 Actuarial

CITY agrees to request an actuarial from CalPERS, six months prior to the contract expiration, for the 3% @ 50 enhanced retirement benefit for Lifeguards.

Article 32.0 Payroll Policies

The CITY will strive to notify employees in advance of any change in deductions from their paychecks and make any corrections within the next pay period.

The CITY will implement a policy regarding final paycheck deductions and notify employees of these procedures.

Article 33.0 Other Miscellaneous Provisions

The City will add to Article IV Section 6.0 (Appointments) of the Personnel Rules as follows:

Permanent Part-time: Permanent Part-time employees must work at least 30 hours per week on a continuous basis in order to be eligible for prorated benefits.

The City will modify the first paragraph of Article VI Section Section 5.0 (Salary Adjustments) of the Personnel Rules to read:

Every employee who holds a permanent appointment to a full-time position, upon a written recommendation of the department head and approval of the City Manager, and who receives a competent or better evaluation, shall advance to the next step within the salary range for the class. The advancement will become effective on the first day of the succeeding pay period after completing 2,080 hours at the previous step with the exception of Step A. An employee in a temporary part-time position would be eligible for a step increase effective on the first day of the succeeding pay period after their hire date anniversary if they have complete 780 hours in the previous 12 months (for part-time temporary Lifeguards the anniversary date will be September 1 of each year). Part-time temporary employees will automatically be eligible for a step increase on their anniversary date every 24 months, if they have not otherwise been eligible due to the annual 780-hour requirement.

The City will clarify Article VII Section 4.0 (Vacation Leave) of the Personnel Rules to read:

- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:
- (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
 - (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.
 - (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.
 - (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.

The City will update Article VII Section 3.0 (Holidays With Pay) of the Personnel Rules to read:

Section 3 – Holidays With Pay: An eligible employee shall be entitled to the holidays set forth in the current Memorandum of Understanding.

Employees may request time off to attend religious services or other religious activities on recognized religious holidays during the year. Such time off shall be charged to the employee's accumulated vacation leave, holiday bank, or compensatory time off. If the employee has no accumulated vacation leave, holiday bank, or compensatory time off, such time off shall be without pay.

The method for compensating employees who are required to work on a holiday or whose normal day off falls on a holiday shall be given holiday bank hours to use at a time convenient to the department head and the employee. An employee may accrue a maximum of 80 hours of holiday bank time. Any holiday bank hours beyond 80 hours shall be paid in the pay period incurred.

When an employee is absent on vacation leave, holiday bank leave, sick leave or compensatory time off, a holiday immediately preceding, following, or wholly within such leave period shall be recorded as a holiday and not as a day of leave.

If a holiday falls on Saturday, the preceding Friday will be observed as a holiday. If the holiday falls on Sunday, the following Monday will be observed as a holiday.

Classification Recognition: The positions of Building Official and Management Analyst will be considered part of mid-management (a non-represented group) and not be represented by UNION as part of the City of Imperial Beach miscellaneous employee group.

IN WITNESS WHEREOF, the parties hereto have executed this M.O.U. on the 1st day of August 2007.

CITY OF IMPERIAL BEACH

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 221

Gary R. Brown
City Manager

Ben Monterroso
Executive Director
SEIU, Local 221

E. Thomas Ritter
Assistant City Manager

Lois Balfour
Deputy Director
SEIU, Local 221

Linda Leichtle
Personnel Services Assistant

Mike S. O'Connor
Worksite Organizer
SEIU, Local 221

Jack Cellano
SEIU Employee Representative

Mary Blair
SEIU Employee Representative

Mike Murphy
SEIU Employee Representative

Exhibit "A"

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 - Purpose of Grievance Procedure

The purpose and objective of this grievance procedure is to provide a just and equitable method for the resolving of grievances as quickly as possible without discrimination, coercion, restraint, or reprisal against any employee or management representative who may be involved in a grievance or its resolution:

Section 2 – Definitions

For the purpose of this grievance procedure, the following definitions apply:

- (a) Employee Representative: An individual who appears on behalf of the employee.
- (b) Grievance: A written complaint of an employee or a group of employees claiming violation of the application or interpretation of the specific express terms of the Personnel Rules or other written rules or regulations for which no other specific method of review is provided in City rules.
- (c) Grievant: An employee or group of employees in the competitive service adversely affected by an act or omission of the City.

Section 3 – Grievance Procedure Exclusions

A grievance is not reviewable under this procedure if it requires modification of a policy established by law or is a matter which is reviewable under some other administrative procedure or Personnel Rule. The following are not grievable:

- (a) Applications for changes in title, job classification, or salary.
- (b) Appeals from formal disciplinary proceedings.
- (c) Appeals arising out of merit system examinations or appointment.
- (d) Appeals from work performance evaluations.
- (e) Complaints arising from the City's health insurance plan.

Section 4 - Specifics of the Grievance:

1. Procedure for Presentation:

In presenting a grievance, the employee shall set forth the following information:

- (a) The specific section of the rules allegedly violated.
- (b) The specific act or omission which gave rise to the alleged violation.
- (a) The date or dates on which the violation occurred.
- (b) The documents, witnesses, or other evidence that supports your position.
- (c) The remedy requested.

2. Prescribed Form:

The written grievance shall be submitted on a form provided by the City.

3. Employee Representative:

The employee may choose a representative at any step in the procedure. No person hearing a grievance need recognize more than two representatives for any employee at any one time, unless desired.

4. Handled During Working Hours:

Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved. A grievance shall be presented and processed on City time. This requirement may be waived by mutual agreement. In scheduling the time, place, and duration of any grievance meeting, the employee, the employee's representative, and management shall give due consideration of all the participants' responsibilities in the essential operations of the department.

5. Extension or Waiver of Time:

Any higher level of review or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing.

6. Consolidation of Grievances:

If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.

Section 5 - Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance:

- (a) Grievance to Supervisor: Whenever an employee believes a grievance exists, the employee must discuss the matter informally with the supervisor within twenty (20) working days of the incident on which the grievance is based, occurred, or within twenty (20) working days of the date the employee knows or is shown to have known of the incident. If, after this discussion, the grieving party does not believe the problem has been satisfactorily resolved, within ten (10) working days of the initial meeting, a written grievance may be filed.

- (b) Grievance to Department Head: If the employee and the supervisor cannot reach an agreement as to the grievance or the employee has not received a written decision within five (5) working days, the employee may, within five (5) working days, present the grievance in writing to the department head. The department head shall review the grievance and give a written decision to the employee within five (5) working days after receiving the grievance.
- (c) Grievance to City Manager: If the employee and the department head cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within ten (10) working days, present his grievance in writing to the City Manager. The City Manager shall review the grievance and give a written decision to the employee within ten (10) working days after receiving the grievance.
- (d) Appeal to Personnel Board: If the employee and the City Manager cannot reach an agreement as to the grievance or the employee has not received a decision within ten (10) working days, the employee may, within *ten (10)* working days, appeal to the Personnel Board. The rules for the hearing are set forth in Article IX, Section 7, except that the grievant shall have the burden of proof and the order of presentation shall be the reverse, that is the grievant shall present a case first, followed by the City.

Exhibit "B"

ARTICLE IX – DISCIPLINARY PROCEDURE

Section 1 - Kinds of Disciplinary Actions

The desirable first step in modifying or changing undesirable employee work performance, action or behavior whenever possible, is to counsel orally an employee on the areas that need to be improved, changed, or stopped and to provide clear guidance on what the work-related expectations are. However, when this is not successful in changing the undesirable performance, act, or behavior, or the undesirable performance, act, or behavior is of such a nature that it warrants a higher level of intervention action, a permanent employee of the City in the Competitive Service may be disciplined or removed from employment for cause by the appointing authority.

Kinds of disciplinary action may include the following:

- (a) Discharge or dismissal;
- (b) Demotion;
- (c) Suspension without pay;
- (d) Reduction in pay, either one or more steps within the salary range permanently or for a fixed period of time;
- (e) Written reprimand;

Section 2 - Cause for Disciplinary Action

Any of the following shall be deemed sufficient cause for disciplinary action against any employee with permanent status in the Competitive Service. Charges may be based on causes other than those enumerated, if the action is deemed, by the City Manager or designee, to have a potential detrimental affect to work-related conditions, work-related environment, work-related performance, and/or to the City and its citizens:

- (a) Violations of these rules;
- (b) Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training or failure to discharge duties in a prompt, competent, and responsible manner;
- (c) Willful disobedience or insubordination; or violation of any lawful or official regulation or order; or failure to obey any lawful and reasonable direction given by a superior officer;
- (d) Refusal, neglect, or failure to perform;

- (e) Excessive use or misuse of sick leave;
- (f) Any form of dishonesty, including but not limited to lying, fraud, cheating, deceit, or trickery;
- (g) Intoxication while on duty;
- (h) Fighting or disorderly conduct;
- (i) Discourteous or offensive treatment to the public or other employees;
- (j) Absence without leave, or failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked by the appointing authority;
- (k) Conviction of a felony or misdemeanor which is job-related. Conviction includes a plea of guilty or no contest;
- (l) Abuse, gross negligence, or willful misconduct in the care or operation of City tools or equipment; causing damage to public property or waste of public supplies;
- (m) Soliciting or accepting for personal use a fee, gift, or other item of value in the course of or in connection with work when such fee, gift, or other item of value so solicited or given by any person in the hope or expectation of receiving an advantage, a favor, or better treatment than that accorded other persons;
- (n) Failure to obey an order from the department head or the City Manager to terminate or desist from outside employment or enterprise that has been determined to be incompatible with City employment or detrimental to the efficiency of regular City work;
- (o) Fraud in securing initial employment or subsequent appointment to higher position in City service;
- (p) Violation of safety procedures;
- (q) Immoral conduct while on duty or other failure of good behavior either during or outside of duty hours which does or could discredit the City;
- (r) Refusal to take or subscribe to any oath or affirmation which is required by law in connection with employment;
- (s) The use, sale, or possession of illegal narcotics, not prescribed by a physician while on duty;
- (t) Working overtime without authorization.

Section 3 - Written Reprimand

Written Reprimand of substandard performance or misconduct may be given to an employee at any time an employee's performance or actions warrants it. The employee may submit a written response to the reprimand within ten (10) days of its receipt. A written reprimand and response, if any, will be placed in the employee's Personnel file. The employee has no right to appeal a reprimand.

Section 4 - Notice of Intent

Whenever the department head intends to suspend an employee, demote an employee, reduce an employee in pay, or discharge the employee, the department head shall give the employee a written notice of discipline which sets forth the following:

- (a) The intended disciplinary action;
- (b) The specific charges upon which the action is based;
- (c) A factual summary of the grounds upon which the charges are based;
- (c) A copy of all written materials, reports, or documents upon which the discipline is based;
- (d) Notice of the employee's right to respond to the charges, either orally or in writing, to the City Manager or other impartial designee;
- (f) The date, time and person before whom the employee may respond in no more than ten (10) business days;
- (g) Notice that failure to respond by the specified time shall constitute a waiver of the right to respond prior to final discipline being imposed.

Section 5 - Response by Employee

The employee shall have the right to respond to the City Manager, or impartial designee, orally or in writing. The employee shall have a right to be represented at any meeting set to hear the employee's response. In cases of suspensions, demotions, reductions in pay, or discharge, the employee's response will be considered before final action is taken.

Section 6 - Final Notice

After the response or the expiration of the employee's time to respond to the notice of intent, the City Manager, or impartial designee, shall: (1) dismiss the notice of intent and take no disciplinary action against the employee; or (2) modify the intended disciplinary action; or (3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

- (a) The disciplinary action taken;
- (b) The effective date of the disciplinary action taken;

- (c) Specific charges upon which the action is based;
- (d) A factual summary of the facts upon which the charges are based;
- (e) The written materials, reports, and documents upon which the disciplinary action is based;
- (f) The employee's right to appeal to the Personnel Board.

Section 7 - Appeal Hearing

The appeal procedure shall apply only to cases of disciplinary suspensions, reductions in pay, demotion, and discharges affecting permanent employees within the competitive service.

1. Request for Hearing

Within seven (7) working days after final notice of suspension, reduction in pay, demotion, or dismissal, the employee or the employee's representative may file an appeal in writing to the City Manager. If, within the seven (7) working day appeal period, the employee does not file said appeal, unless good cause for the failure is shown, the action of the City shall be considered conclusive and shall take effect as prescribed. The appeal shall include the following:

- (a) An admission or denial of each charge, with an explanation why the charge is admitted or denied.
- (b) A statement that the employee disagrees with the penalty, with an explanation of the employee's position.
- (c) The employee's current address.
- (d) A request for a hearing.

Failure to provide this information may result in the appeal not being processed.

2. Scheduling of Hearing

Upon receipt of the request for an appeal, the City Manager shall schedule a hearing before the Personnel Board. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.

3. Private or Public Hearings

All hearings shall be private provided that the employee may request a hearing open to the public. Any request for an open hearing shall be submitted five (5) working days prior to the hearing date, or the hearing will be closed.

4. Pre-Hearing Procedure

a. Subpoenas

The Personnel Board is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Board only for good cause. The Personnel Department will prepare subpoenas for all witnesses; however, they will only serve subpoenas for current city employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the city to submit the names of current city employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

b. Exhibits and Witness Lists

Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Personnel Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Personnel Board in 3-hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by letters. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor to use any exhibit not provided pursuant to this section unless that party can show the prior need for such witness or such exhibit could not reasonably have been anticipated.

5. Submission to the Personnel Board

Five (5) working days prior to the date of the hearing, the Personnel Department shall present each member of the Personnel Board with a copy of the jurisdictional documents. Those documents include the notice of intent to take disciplinary action, the final notice of disciplinary action, and any response from the employee to these documents. The Board shall be provided with copies of the exhibits at the hearing.

6. Record of Proceedings and Costs

a. Court Reporter

All disciplinary appeal hearings may, at the discretion of the Board, be recorded by a court reporter. Any hearing which does not utilize a court reporter, shall be recorded by audiotapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter. If both parties request a court report, the cost will be split equally. If the Board requests the court reporter, the City shall pay the cost of the reporter.

b. Employee Witness Compensation

Employees of the City who are subpoenaed to testify during working hours will be released and compensated while appearing at the hearing. The Board may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they are required to be on call, if required, and actually testify, unless the City agrees to a different arrangement.

7. Conduct of the Hearing

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

- d. Irrelevant and unduly repetitious evidence may be excluded.
- e. The Personnel Board shall determine the relevancy, weight, and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
- f. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

8. Burden of Proof

In a disciplinary appeal, the employer has the burden of proof by preponderance of the evidence.

9. Proceed with Hearing or Request for Continuance

Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. The Board will determine whether good cause exists and will grant or deny the request accordingly.

10. Testimony under Oath

All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will ask witnesses to raise their right hands and respond to the following:

“Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?”

11. Presentation of the Case

The hearing shall proceed in the following order, unless the Personnel Board directs otherwise:

- a. The City shall be permitted to make an opening statement.
- b. The employee or representative shall be permitted to make an opening statement, or reserve an opening statement, until presentation of the case.
- c. The City shall produce its evidence.

- d. The employee may then offer evidence.
- e. The City followed by the appealing party (employee) may offer rebutting evidence.
- f. Closing arguments shall be permitted. The party with the burden of proof shall have the right to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written briefs. After such a request for submittal of written briefs, the Board will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

12. Procedure for the Parties

The department and the employee will address their remarks, including objections, to the Chair of the Board. Objections may be ruled upon summarily, or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the parties shall continue with the presentation of their cases.

13. Right to Control Proceedings

While the parties are generally free to present their cases in the order that they prefer, the Chair reserves the right to control the proceedings, including but not limited to altering the order of witnesses, limiting redundant or irrelevant testimony, or directly questioning witnesses.

14. Hearing Demeanor and Behavior

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board.

15. Deliberation Upon the Case

The Board may choose to either deliberate the case in public or adjourn to closed session to deliberate. The Board will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching its decision. The Board may deliberate at the close of the hearing or at a later, fixed date and time.

16. Written Findings and Decision

The Personnel Board shall render its findings and decision as soon after the conclusion of the hearing as possible, but not later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. A finding must be made by the Board on each material issue.

The Personnel Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject, or modify the disciplinary action invoked against the employee. If the Board reinstates the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence. If a discharge is not sustained, the proposed decision shall set forth a recommended effective date the employee is to be reinstated.

The City Council sits as the Personnel Board.

17. Judicial Review

Judicial review of any final decision by the City Council may be had under Section 1.18.010 of the Imperial Beach Municipal Code.

Section 8 - Failure of Employee to Appear at Hearing

Failure of the employee to appear at the hearing, without just cause, shall be deemed a withdrawal of the appeal and the action of the City Manager shall be final.

Section 9 - Releasing of Information

No information will be released relative to disciplinary action against municipal employees without prior approval of the City Manager.

Exhibit "C"

City of Imperial Beach - Personnel Rules

(New version to be updated in Personnel Rules per MOU)

Article VII – Leaves of Absence

Section 4 - Vacation Leave

The purpose of annual vacation leave is to enable each eligible employee to return to work mentally refreshed

- (a) Waiting Period: All employees in the Competitive Service shall be entitled to use annual vacation leave with pay following the successful completion of his/her probationary period. However, an employee who is still in their probationary status may, after at least six months of service and with at least a satisfactory job performance rating, request vacation leave or compensatory leave if the employee has accrued compensatory leave, with the approval of the department head or designee. Additionally, a new employee who has not successfully completed his/her probationary period will be allowed to take, with the approval of the department head or designee, any Floating Holiday time off that they have accrued during their probationary period.
- (b) Vacation Accrual: Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work days in a given month. Each eligible employee shall accrue vacation at the following rate for continuous service performed in a pay status unless a Memorandum of Understanding applicable to them provides otherwise:
 - (1) For employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
 - (2) For employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 ¼) working days for each month of service completed, for a maximum of 15 days per year.
 - (3) For employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of 20 days per year.

- (4) For employees with greater than fifteen years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of 25 days per year.
- (c) When to be Taken. Vacation schedules shall be set by the department head or designee with regard to the needs of the service and, as far as possible, with the wishes of the employee. Vacation shall not be deemed authorized until the employee's eligibility is verified by the City Manager or designee. If the employee cannot take part or all of his/her annual vacation in a calendar year, vacation shall be taken during the following calendar year.
- (d) How it May Be Taken: An eligible employee may take earned vacation leave in any increment of one (1) hour or more with the consent of the department head and the approval of the City Manager or designee.
- (e) Vacation Accumulation: As of January 1st of each year, the maximum vacation balance of an employee shall be no more than twice his/her annual vacation accrual. If an employee has accumulated two years worth of vacation leave during the calendar year, the maximum amount of leave can be no more than two years worth on January 1st, or the employee will cease to accrue any additional vacation leave until the amount of vacation leave is brought to the (two) 2 year maximum of vacation leave. Exception: If an employee was administratively precluded from taking excess vacation by management cancellation of an approved scheduled vacation or the employee was administratively precluded from taking excess vacation by denial of a primary and at least two (2) alternate requests for vacation leave requested by the employee at least ninety (90) days prior to January 1, there will be a grace period provided to the employee as follows: The employee shall continue to accrue their vacation leave and will not lose any excess vacation accrual and will be allowed to use the excess leave during the next three (3) month period, January 1 – March 31. If for any reason, management does not allow the employee to use their excess vacation accrual during this three (3) month period of time, the employee will be granted additional three (3) month period(s) of time, until at which time, the employee is allowed to utilize his/her excess vacation leave accrual.
- (f) Vacation Pay at Termination: Upon separation from services for any cause, an eligible employee who has completed at least one (1) year of active service shall be entitled to pay for the number of accumulated vacation days. A lump sum payment will be made as part of final paycheck. Vacation pay shall be at the employee's current rate of pay.

- (g) Part-Time Employees: Temporary part-time employees shall not be eligible for vacation leave. Permanent part-time employees working more than twenty (20) hours a week are entitled to prorated vacation.
- (h) Military Leave: An employee who interrupts City employment because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective, if requested by the employee. This is governed by all applicable state and federal laws.
- (i) Double Compensation Prohibited: Employees shall not work for the City during their vacations.

Exhibit "D"

FY 07-08 & 08-09

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

ADMINISTRATIVE, CLERICAL AND FISCAL GROUP

1. Administrative Secretary I
2. Administrative Secretary II (not including Adm. Sec. II for City Manager)
3. Account Clerk/Technician
4. Administrative Intern (Building)
5. Administrative Intern (GIS)
6. Administrative Intern (RDA)
7. Administrative Intern (Planning)
8. Clerk Typist
9. Copier Clerk
10. Customer Service Specialist
11. Junior Clerk Typist
12. Office Specialist
13. Senior Account Technician

MAINTENANCE GROUP

1. Beach Maintenance Worker (P/T)
2. Custodian
3. Graffiti Program Coordinator
4. Heavy Equipment Operator
5. Maintenance Worker II (Sewer, Street, Landscape, Tidelands)
6. Maintenance Worker I (Sewer, Street, Landscape, Tidelands)
7. Maintenance Worker (Sewer, Street, Landscape, Tidelands)
8. Mechanic II
9. Mechanic I

PROFESSIONAL, SERVICE, AND TECHNICAL GROUP

1. Assistant Planner
2. Assistant Project Manager
3. Associate Planner
4. Building/Housing Inspector II
5. Building/Housing Inspector I
6. Building and Planning Technician
7. Code Compliance Officer
8. Environmental Program Specialist
9. Program Coordinator (Seniors)
10. Program Aide (Seniors)
11. Project Management Technician
12. Recreation Leader
13. Recreation Program Coordinator
14. Recreation Program Aide

FY 07-08 & 08-09

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

PUBLIC SAFETY GROUP

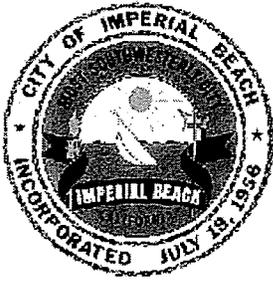
1. Beach Lifeguard II (Part-Time & Full-Time)
2. Beach Lifeguard I (Part-Time & Full-Time)

SUPERVISORY GROUP

1. Beach Lifeguard Lieutenant
2. Beach Lifeguard Sergeant
3. Grounds & Facilities Supervisor
4. Fleet Supervisor
5. Sewer Supervisor
6. Street Supervisor
7. Tidelands Supervisor

Item 2.6
Exhibit E
Salary & Compensation Plan

See Item 2.7
Attachment 3



CITY OF IMPERIAL BEACH

MISCELLANEOUS UNIT

Flexible Benefit Plan 1/1/08 to 12/31/08 Election Form

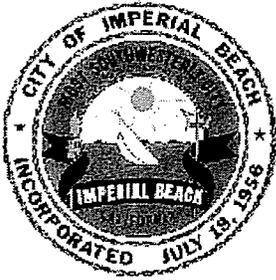
Employee _____ Social Security Number _____

Address _____

The City of Imperial Beach Flexible Benefit Plan will provide a credit in the amount of \$9,540 per plan year that can be used for the purchase of qualified benefits or received as a taxable cash benefit under certain circumstances. The credit is available to plan participants in equal amounts on a monthly basis. Employees can make an elective contribution if the Flexible Benefit Plan Election total exceeds the Flexible Benefit Plan Credit. Employees and Dependents do not have to be enrolled for medical, dental or vision coverage to participate in the Health Care Spending Account. Dependents do not have to be enrolled in medical coverage to participate in the dental or vision plans.

	Monthly Total
Medical () _____ <i>Code Plan Name</i>	
Dental () _____ <i>Code Plan Name</i>	<small>Single employee coverage is required if medical insurance is elected.</small>
Vision () _____ <i>Code Vision Plan of America Plan Name</i>	
Dependent Care Spending Account <i>Maximum election is \$5,000 per calendar year, or \$416.67 monthly</i>	
Health Care Spending Account <i>Maximum election is \$1,040 for the plan year, or \$86.67 monthly</i>	
Total Flexible Benefit Plan Election	
Flexible Benefit Plan Credit	<\$745.00>
PRE-TAX CONTRIBUTION (Election is more than Credit)	
TAXABLE CASH BENEFIT (Credit is more than Election)	

Authorization Required (See Reverse Side)



CITY OF IMPERIAL BEACH
 APPOINTIVE MANAGEMENT AND CONFIDENTIAL

Flexible Benefit Plan
1/1/08 to 12/31/08 Election Form

Employee _____ Social Security Number _____

Address _____

The City of Imperial Beach Flexible Benefit Plan will provide a credit in the amount of \$6,300 per plan year that can be used for the purchase of qualified benefits or received as a taxable cash benefit under certain circumstances. The credit is available to plan participants in equal amounts on a monthly basis. Employees can make an elective contribution if the Flexible Benefit Plan Election total exceeds the Flexible Benefit Plan Credit. Employees and Dependents do not have to be enrolled for medical, dental or vision coverage to participate in the Health Care Spending Account. Dependents do not have to be enrolled in medical coverage to participate in the dental or vision plans.

	Monthly Total
Medical () _____ <i>Code Plan Name</i>	
Dental () _____ <i>Code Plan Name</i>	<i>Single employee coverage is required if medical insurance is elected.</i>
Vision () _____ <i>Code Vision Plan of America Plan Name</i>	
Dependent Care Spending Account <i>Maximum election is \$5,000 per calendar year, or \$416.67 monthly</i>	
Health Care Spending Account <i>Maximum election is \$1,040 for the plan year, or \$86.67 monthly</i>	
Total Flexible Benefit Plan Election	
Flexible Benefit Plan Credit	<\$795.00>
PRE-TAX CONTRIBUTION (Election is more than Credit)	
TAXABLE CASH BENEFIT (Credit is more than Election)	

Authorization Required (See Reverse Side)

ELECTION AUTHORIZATION

I understand that my election as a participant in the City of Imperial Beach Flexible Benefit Plan cannot be changed during the plan year unless I have a change in the status of my family. These are defined under IRS regulations and the City of Imperial Beach Flexible Benefit Plan as circumstances such as, but not limited to, death, divorce, birth of a child, marriage, or change in spouse's employment. I also understand that any contribution I am required to make for coverages that I have elected will be taken from my earnings prior to the deduction of qualified payroll taxes.

Additionally, I understand that if I change my election or cease to be a participant in the City of Imperial Beach Flexible Benefit Plan, and have received reimbursements from the Health Care Reimbursement Account that exceed my year-to-date deposit (leaving my account in a deficit position), I will be asked to reimburse the City of Imperial Beach Flexible Benefit Plan for the amount of the deficit.

Employee Signature

Date

WAIVER OF COVERAGE

I hereby certify that I have been given the opportunity to elect group insurance benefits that are available to me through the City of Imperial Beach Flexible Benefit Plan. After careful consideration, I have decided ***not*** to enroll in the following coverage(s) through the Flexible Benefit Plan. I understand that I am required to show proof of other coverage if I am waiving medical insurance for myself.

Employee Medical
 Employee and Dependent Medical

Spouse Medical
 Child(ren) Medical
 Family Medical

Employee Dental
 Employee and Dependent Dental

Spouse Dental
 Child(ren) Dental
 Family Dental

Employee Vision
 Employee and Dependent Vision

Spouse Vision
 Child(ren) Vision
 Family Vision

Health Care Reimbursement Account

Dependent Care Reimbursement Account

It is my understanding that in the event that I desire such coverage(s) hereafter, I may not be able to enroll until the next plan year.

Participant Signature

Date

CITY OF IMPERIAL BEACH

MEDICAL PLANS	MONTHLY RATES JANUARY 1, 2008
BLUE SHIELD	
3041 Single Employee	447.97
3042 Employee with One Dependent	895.94
3043 Employee with Multiple Dependents	1,164.72
KAISER	
3081 Single Employee	393.63
3082 Employee with One Dependent	787.26
3083 Employee with Multiple Dependents	1,023.44
PERS CARE	
3281 Single Employee	712.71
3282 Employee with One Dependent	1,425.42
3283 Employee with Multiple Dependents	1,853.05
PERS CHOICE	
3231 Single Employee	458.59
3232 Employee with One Dependent	917.18
3233 Employee with Multiple Dependents	1,192.33

DENTAL PLAN <i>(Single Employee coverage is required if Medical insurance is elected)</i>	MONTHLY RATES JANUARY 1, 2008
DENTAL HMO PLAN	
11 Single Employee	17.45 *
12 Employee with One Dependent	31.47 *
13 Employee with Multiple Dependents	45.41 *
TRADITIONAL PPO PLAN	
21 Single Employee	31.21 *
22 Employee with One Dependent	56.19 *
23 Employee with Multiple Dependents	88.80 *

VISION PLANS	MONTHLY RATES JANUARY 1, 2008
VISION PLAN OF AMERICA	
31 Single Employee	9.73 *
32 Employee with One Dependent	18.84 *
33 Employee with Multiple Dependents	25.13 *

* Subject to change prior to January 1, 2008.

EXHIBIT "G"

City Manager Memorandum - Stand-by Pay Authorization

**City of Imperial Beach
City Manager**

Memo

To: Department Directors and Supervisors
From: R. Matt Rodriguez, Assistant City Manager
Date: 07/02/2001
Re: STAND-BY PAY PROCEDURES AND AUTHORIZATION

URGENT

Effective July 1, 2001, the City Manager hereby authorizes changes to stand-by procedures and authorization to designated represented classifications assigned to the Miscellaneous Classified Service employee labor group.

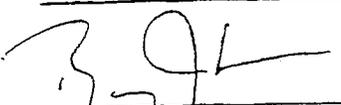
Procedure and Compensation:

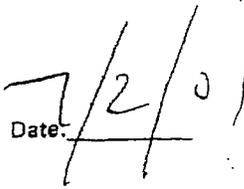
Pursuant to Article 9.0 of the SEIU MOU, stand-by pay authorization for designated employees shall be subject to Department Director recommendation and City Manager approval. An employee may be required to be on "Stand-by" subject to emergency call-back overtime after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by shall have a communication device (i.e. cell phone, pager, radio, etc.) issued by the authorized Department for the designated stand-by period. Employees authorized for stand-by pay shall be compensated at the following rates, as follows:

- a. For a normal workday stand-by shift, pay shall be two (2) hours per day.
- b. For a normal weekend stand-by shift (Saturday and Sunday), pay shall be three (3) hours per day.
- c. For a holiday stand-by shift observed in accordance with an SEIU M.O.U., pay shall be for (4) hours per day.

Should you have any questions regarding this procedure, please contact me at 423-8615.

CITY MANAGER AUTHORIZATION


Barry Johnson,
City Manager

Date: 

cc: Administrative Services Director
SEIU/MOU Exhibit G

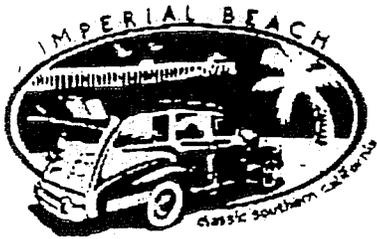


EXHIBIT H

**SIDE LETTER TO
MEMORANDUM OF UNDERSTANDING
BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 2028, AFL-CIO AND THE CITY OF IMPERIAL BEACH**

ARTICLE 9.0 Hours of Work
Subpart 2.0

ALTERNATIVE 9/80 WORK SCHEDULE

Effective March 8, 2001, subject to vote of Union membership and adoption of Reso. No. 2001-5384 by the City Council on February 7, 2001, the CITY shall execute an administrative policy for implementation of an alternative 9/80 work schedule for affected Miscellaneous Classified Service employees in designated City operations and facilities. Although the administrative policy is as specific as possible, the City and SEIU, Local 2028, AFL-CIO understand that there are aspects of such a work schedule that cannot be fully anticipated, and that the parties may need to meet and discuss specifics as they arise. Ongoing implementation of program is also subject to an effective public education campaign and an annual review of program for continued consideration subject to operational and financial impacts.

Payroll implementation of the alternative 9/80 work schedule may cause a one-time impact to work schedules and a change to employee pay dates for City employees in the Miscellaneous Classified Service to ensure timely payroll processing and compliance with the FLSA 40-hour workweek. Affected City employees will be eligible to choose appropriate level of compensation of one (1) nine-hour floating holiday, or nine (9) hours of compensation or comp time to be used prior to June 30, 2001.

Certification:



Barry Johnson, City Manager

3/7/01

DATE



Mary Grillo, Executive Director
SEIU, Local 2028, AFL-CIO

3/7/01

DATE

CITY OF IMPERIAL BEACH ADMINISTRATIVE PROCEDURE	PROCEDURE NO.: D-10
	DATE: EFFECTIVE MARCH 8, 2001
SUBJECT: ALTERNATIVE 9/80 WORK SCHEDULE	PAGE 1 OF 3
	RESPONSIBLE DEPARTMENT: CM/PERSONNEL

PURPOSE:

This policy establishes guidelines to the implementation of the 9/80 Work Schedule. Although the policy is as specific as possible, the City and Miscellaneous Competitive Service Employee Association (i.e. SEIU, Local 2028, AFL-CIO) understand that there are aspects of such a schedule that cannot be fully anticipated and that the parties may have to discuss specifics as they arise.

BACKGROUND:

The City Manager is authorized by Resolution No. 2001-5384 adopted by Council on February 7, 2001 to formalize further energy reduction programs in an effort to meet energy conservation goals established by the Governor of the State of California, and endorsed by the League of California Cities Board of Directors. Furthermore, the City intends this subject policy to immediately minimize the impact of soaring energy costs that have been exacerbated by the statewide energy crisis.

The proposed policy is also designed as an emergency measure to meet an overall 7% energy conservation goal, reduce City general fund operating costs, extend service hours, improve employee morale, enhance customer service, increase productivity, and employee reduce tardiness/absenteeism.

POLICY:

It is the policy of the City of Imperial Beach that:

1. **Alternative Hours/Days of Work** - Employees will continue to work a normal 40 hour work week or 80 hours in a two-week pay period, but will do so over nine days instead of the usual ten, allowing the closure of the majority of City facilities on alternating Fridays. This schedule will apply to the City Hall, Public Works and the administrative offices of the Fire Department, Ocean/Beach Safety, and Recreation Services. Beach Maintenance Services and Ocean/Beach Life Safety (i.e. Beach Lifeguards) are not eligible for participation in the alternative 9/80 work schedule due to public health, safety, and welfare requirements. Senior Services and Recreation Service hours will remain the same and continue to provide the same public service hours. Additionally, the City's Fire and Sheriff Stations will continue to be staffed on a 24-hour basis.

The Imperial Beach Civic Center and administrative offices of the Fire Department, Ocean/Beach Safety, Public Works and Recreation Services will be open to serve the public daily from 7:30 a.m. to 5:30 p.m., with the hours for the Public Works (Field/Non-administrative personnel) will be 6:30 a.m. to 4:00 p.m. The normal working day for general employees assigned to the Miscellaneous Competitive Service will be a 9-hour day, Monday through Thursday. On the Friday City buildings are open, employees will work an 8 hour day, staggering their hours with co-workers to ensure adequate coverage for the 9 hours.

CITY OF IMPERIAL BEACH ADMINISTRATIVE PROCEDURE	PROCEDURE NO.: D-10
	DATE: EFFECTIVE MARCH 8, 2001
SUBJECT: ALTERNATIVE 9/80 WORK SCHEDULE	PAGE 2 OF 3
	RESPONSIBLE DEPARTMENT: CM/PERSONNEL

The City recognizes that some employees may require some flexibility with their schedules. Exceptions will be evaluated on a case-by-basis with considerations including, but not limited to: dependent care, pursuit of higher education, unique medical condition, and any special needs of the Department. The appropriate supervisor or Department Head will evaluate each case with final approval by the City Manager. Any employee working on a flexible schedule must have documentation on file to set forth the individualized details of his or her work schedule.

2. **Timecards** - Due to the 9/80 schedule, the new payroll period begins and ends at 12:00 noon on the working Friday. Timecards and all reimbursement requests (Section 125, miscellaneous reimbursements, and payments to contract personnel) will be due in the Finance Department by **12:00 noon on Thursdays before the closed Friday**. Paychecks are to be issued to employees on Thursdays instead on Tuesdays, effective March 29, 2001. Payroll will continue to prepare and distribute quarterly updates indicating the due dates for timecards, etc. as well as the 8 hour Fridays, the closed Fridays, and the holidays off.
3. **Overtime** - Overtime will be calculated for any hours in excess of a 40 hour workweek during the pay period at time and one-half the regular rate of pay or compensatory time off at time and one-half the regular hourly rate of pay. Overtime is payable to the employee in salary or compensatory time off at the discretion of the Department Head with employee wishes given reasonable consideration. Implementation of this 9/80 schedule by itself will not cause an increase or violation of FLSA overtime, but rather a payroll period adjustment to be handled administratively.
4. **Leave Time** - The 9/80 schedule will not affect the accrual rates for vacation or sick leave. The number of scheduled work hours which the employee is absent will be deducted from the appropriate leave accumulation (i.e. sick, vacation, compensatory, etc.) For example, an employee taking a two-week vacation will have 80 hours of leave deducted (weight nine-hour days plus one eight-hour day). An employee taking a single vacation day or one who is absent on a day due to illness will have either eight or nine hours deducted from his or her accrual balance depending upon the number of hours scheduled to be worked on the particular day.
5. **Holidays** - Holidays which fall on or are observed on a Monday through Thursday will be paid at the rate of 9 hours. Holidays which fall on a regular 8 hour Friday will be paid at 8 hours. Of the holiday observance falls on the normal Friday off, then 9 hours will be credited to the employees' vacation accrual balance for use at a later time. To avoid additional closures of City operations, the holiday will not be "moved" in such instances.
6. **Staffing of Key Functions** - the City may identify some key functions during the

CITY OF IMPERIAL BEACH ADMINISTRATIVE PROCEDURE	PROCEDURE NO.: D-10
	DATE: EFFECTIVE MARCH 8, 2001
SUBJECT: ALTERNATIVE 9/80 WORK SCHEDULE	PAGE 3 OF 3
	RESPONSIBLE DEPARTMENT: CM/PERSONNEL

continuation of the 9/80 schedule as requiring staffing on a five-day per week basis. It is the City's and the Association's goal that all employees be allowed to work a 9/80 schedule and staffing of these functions will be provided by having two or more employees work a staggered schedule to accomplish this staffing level. This may require that employees have their off day on a different day of the week, or on an alternate week than do other employees. The City will consider individual employee wishes in determining this schedule where practical but retains the right to assign individual work schedules to accomplish these key functions as business necessity.

7. Changes to Fair Labor Standards Act - should the Fair Labor Standards Act or the regulations governing public employer compliance with wage and hours laws be changed during the term of employee labor agreements (I.e. Memorandum of Understanding), the City will discuss the effect of such changes with the Miscellaneous Competitive Service Employee Association (i.e. SEIU, Local 2028, AFL-CIO) prior to promulgation of final changes to City wage and hour policies.

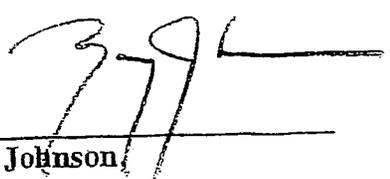
While both the City and Association understand the importance of the 9/80 Work Schedule to the majority of employees, we realize we must not lose sight of the fact that the City's primary function is to service the community of Imperial Beach. As a result, this alternate work schedule will continue to be monitored annually and carefully in terms of budget and operational impacts, community acceptance, public accessibility as well as employee morale and productivity.

It is imperative that the 9/80 Works Schedule not impact our ability to maintain our current levels of customer service or result in additional costs being incurred. If you have any questions about the 9/80 Work Schedule, please contact the City Manager/Personnel Services Office.

City Manager Certification:

This policy is hereby authorized and effective on: March 8, 2001.

As approved:



Barry Johnson,
City Manager

Date: 3-8-01

RESOLUTION NO. 2001-5384

COPY

A RESOLUTION OF THE CITY COUNCIL/REDEVELOPMENT AGENCY BOARD OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING AN ALTERNATIVE 9/80 WORK SCHEDULE - CITYWIDE ENERGY AND COST REDUCTION MEASURE

WHEREAS, California faces unprecedented energy challenges and severe electricity shortages; and

WHEREAS, the City of Imperial Beach has already implemented energy curtailment strategies endorsed by the League of California Cities, as appropriate, and will continue to formalize further protocols and energy reduction programs to meet the Governor's 7% energy conservation goal; and

WHEREAS, the employee labor association representing the Miscellaneous Classified Service has previously desired and communicated with City staff the implementation of an alternative 9/80 work schedule in previous labor negotiations; and

WHEREAS, the City further acknowledges the benefits of an alternative 9/80 work schedule as an energy and cost reduction measure to curtail energy consumption, reduce City's general fund expenditures, and stabilize future expenditures to meet limited projected revenues; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Imperial Beach, Hereby authorizes the City Manager to implement the feasibility of an alternative 9/80 work schedule in applicable City Departments as a City-wide energy and cost reduction measure in all City facilities; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to seek approval by the Miscellaneous Classified Service Employee Association (i.e. SEIU, Local 2028, AFL-CIO); and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute an administrative policy for implementation in the next 30-45 days, with a public education campaign on extended City service hours.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 7th day of February 2001, by the following roll call vote:

AYES: ROSE, BENDA, WINTER, ROGERS, McCOY
NOES: NONE
ABSENT: NONE

Diane Rose
DIANE ROSE, MAYOR

ATTEST:

Linda A. Troyan
LINDA A. TROYAN, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2001-5384 - A Resolution Of The City Council/Redevelopment Agency Board Of The City Of Imperial Beach, California, adopting an Alternative 9/80 Work Schedule - Citywide Energy and Cost Reduction Measure

CITY CLERK

DATE

COPY

WRITTEN COMMUNICATIONS

There were none.

11. **RESOLUTION NO. 2001-5384 - ADOPTING AN ALTERNATIVE 9/80 WORKWEEK (47.001)**

CITY MANAGER JOHNSON introduced item for Council consideration

Public Speakers

BOB WADHAM, 920 Cypress Avenue I.B. - Commented on safety issue relative to extended work hours

CITY MANAGER JOHNSON stated that Alternative 9/80 work schedule as proposed does not apply to public safety employees and only affects City Administrative offices and Public Works field crews.

CITY COUNCIL discussion ensued on merit of program and requested staff report in 6 months to evaluate alternative 9/80 program.

MOTION BY BENDA, SECOND BY McCOY, TO ADOPT RESOLUTION NO. 2001-5384, ADOPTING AN ALTERNATIVE 9/80 WORKWEEK (47.001) AND DIRECT STAFF TO COMPLETE THE FOLLOWING:

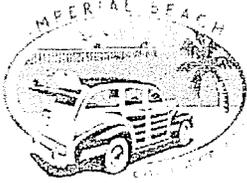
1. **PUBLIC EDUCATION CAMPAIGN** - stresses new customer service hours.
2. **REVIEW AND EVALUATION OF PROGRAM** - report back to council in 6 months regarding review of pros versus cons of the program for continued implementation
3. **MEMORANDUM OF UNDERSTANDING MOU** - proposed language which permits an annual review of alternative 9/80 workweek program for continued consideration and implementation subject to operational and financial impacts.

MOTION CARRIED UNANIMOUSLY.

REPORTS OF MAYOR AND COUNCILMEMBERS

COUNCILMEMBER WINTER reported on recent Sewer METRO Commission activities and recent efforts to review Border Infrastructure Funding for subsequent projects. She also commented on a potential new monitoring and testing program for an outfall using a model used for a similar outfall project in Huntington Beach, CA.

12-11



STAFF REPORT
CITY OF IMPERIAL BEACH

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

MEETING DATE: August 1, 2007
ORIGINATING DEPT.: City Manager *GRB*

SUBJECT: ADOPT RESOLUTION NO. 2007-6528 APPROVING THE FY
2007-08 SALARY AND COMPENSATION PLAN FOR CERTAIN
EMPLOYEE GROUPS AND RECOGNIZING THOSE
CLASSIFICATIONS REPRESENTED BY THE SEIU
FOR FY 2007-08

BACKGROUND:

As part of the process to implement the new Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU), staff has updated the Salary and Compensation Plan for FY 2007-08 for City Council's approval. In addition, staff is requesting that the Council approve an updated listing of those employee classes represented by SEIU.

DISCUSSION:

The only changes to the Salary and Compensation Plan are those specified in the MOU agreement with SEIU. The Salary and Compensation Plan, attached as Exhibit "E", contains three sections that memorialize: 1) Position classifications; 2) Salary Ranges; 3) Employee benefit summaries by group.

The adopted Salary and Compensation Plan for FY 2007-08 will be used to implement the compensation and benefit increases negotiated with SEIU as presented to the City Council tonight. In addition, attached as Exhibit "D", is an updated listing of those positions represented by SEIU for Council's approval.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

These benefit increases will cost approximately \$249,600 in FY 2007-08 and \$262,600 in FY 2008-09 and are available in the existing budget with the exception of 25,000 to be designated for personnel costs in FY 07-08 from Unallocated General Fund Balance.

DEPARTMENT RECOMMENDATION:

Adopt Resolution No. 2007-6528 approving FY 2007-08 Salary and Compensation Plan for certain employee groups and recognizing those classifications represented by the SEIU.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary R. Brown, City Manager

Attachments:

1. Resolution 2007-6528 approving FY 2007-08 Salary and Compensation Plan for certain employee groups and recognizing those classifications represented by SEIU.
2. Exhibit "D" SEIU Local 221 Miscellaneous Service Recognized Classifications
3. Exhibit "E" Imperial Beach Salary and Compensation Plan effective July 1, 2007

RETURN TO AGENDA

RESOLUTION NO. 2007-6528**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE SALARY AND COMPENSATION PLAN FOR CERTAIN EMPLOYEE GROUPS AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY SEIU FOR FISCAL YEAR 2007-08**

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, the provisions of Ordinance No. 41 of the City of Imperial Beach provides that the compensation of appointive officers and employees of the City of Imperial Beach may be amended by the City Council of said City from time to time by resolution; and

WHEREAS, at their August 1, 2007 meeting the City Council approved a Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU), to be retroactive to July 1, 2007; and

WHEREAS, the MOU agreement included but was not limited to, a cost of living and salary adjustment for employees represented by SEIU of 4%, to be retroactive to July 1, 2007; and

WHEREAS, these salary adjustments have been updated in the attached Salary and Compensation Plan identified as Exhibit "E"; and

WHEREAS, the City Council desires to pass through to management, mid-management and confidential employees, those compensation and benefits normally provided to employees represented by SEIU in addition to those benefits provided exclusively to Management, Mid-management and Confidential employees as provided in the attached Salary and Compensation Plan identified as Exhibit "E"; and

WHEREAS, the City agrees that SEIU is the sole and exclusive bargaining agent to the miscellaneous classifications identified in Exhibit "D".

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

1. The fiscal year 2007-08 City of Imperial Beach and SEIU Local 221 Recognized Represented Classifications attached hereto as Exhibit "D" is adopted by the City Council of the City of Imperial Beach, and is retroactive to July 1, 2007.
2. The fiscal year 2007-08 Salary and Compensation Plan attached hereto as Exhibit "E" is adopted by the City Council of the City of Imperial Beach in accordance with approved labor contract, and is retroactive to July 1, 2007.

3. The City Manager is empowered, authorized, and instructed to place the present classifications in the appropriate step of the established standard salary rate in accordance with length of service and meritorious service.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 1st day of August 2007, 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 exact copy of Resolution No. 2007-6528 – A Resolution of the City Council of the City of Imperial Beach, California APPROVING THE SALARY AND COMPENSATION PLAN FOR CERTAIN EMPLOYEE GROUPS AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SEIU FOR FISCAL YEAR 2007-08.

CITY CLERK

DATE

Exhibit "D"

FY 07-08 & 08-09

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

ADMINISTRATIVE, CLERICAL AND FISCAL GROUP

1. Administrative Secretary I
2. Administrative Secretary II (not including Adm. Sec. II for City Manager)
3. Account Clerk/Technician
4. Administrative Intern (Building)
5. Administrative Intern (GIS)
6. Administrative Intern (RDA)
7. Administrative Intern (Planning)
8. Clerk Typist
9. Copier Clerk
10. Customer Service Specialist
11. Junior Clerk Typist
12. Office Specialist
13. Senior Account Technician

MAINTENANCE GROUP

1. Beach Maintenance Worker (P/T)
2. Custodian
3. Graffiti Program Coordinator
4. Heavy Equipment Operator
5. Maintenance Worker II (Sewer, Street, Landscape, Tidelands)
6. Maintenance Worker I (Sewer, Street, Landscape, Tidelands)
7. Maintenance Worker (Sewer, Street, Landscape, Tidelands)
8. Mechanic II
9. Mechanic I

PROFESSIONAL, SERVICE, AND TECHNICAL GROUP

1. Assistant Planner
2. Assistant Project Manager
3. Associate Planner
4. Building/Housing Inspector II
5. Building/Housing Inspector I
6. Building and Planning Technician
7. Code Compliance Officer
8. Environmental Program Specialist
9. Program Coordinator (Seniors)
10. Program Aide (Seniors)
11. Project Management Technician
12. Recreation Leader
13. Recreation Program Coordinator
14. Recreation Program Aide

FY 07-08 & 08-09

(SEIU) LOCAL 221 MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS
(Permanent/Full-Time; Permanent/Part-Time/Part-Time/Temporary/Seasonal)

PUBLIC SAFETY GROUP

1. Beach Lifeguard II (Part-Time & Full-Time)
2. Beach Lifeguard I (Part-Time & Full-Time)

SUPERVISORY GROUP

1. Beach Lifeguard Lieutenant
2. Beach Lifeguard Sergeant
3. Grounds & Facilities Supervisor
4. Fleet Supervisor
5. Sewer Supervisor
6. Street Supervisor
7. Tidelands Supervisor

Exhibit "E"



City of Imperial Beach

**FY 2007-08
SALARY & COMPENSATION PLAN**

Effective July 1, 2007

Adopted August 1, 2007 by Resolution No. 2007-6528

City of Imperial Beach

SECTION 1
POSITION CLASSIFICATIONS
AND MONTHLY COMPENSATION SCHEDULE

FY 2007-2008

**CITY OF IMPERIAL BEACH
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2007 - JUNE 30, 2008**

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
5010	ACCOUNT/CLERK TECHNICIAN	32	2,482	- 3,168
5020	ADMINISTRATIVE INTERN	29	2,257	- 2,882
5025	ADMINISTRATIVE INTERN-GIS	29	2,257	- 2,882
5030	ADMINISTRATIVE SECRETARY I	39	2,850	- 3,637
5040	ADMINISTRATIVE SECRETARY II	43	3,077	- 3,927
5050	ASSISTANT PLANNER	46	3,268	- 4,169
9000	ASSISTANT PLANNER (Environmental Program Specialist)	46	3,268	- 4,169
5065	ASSISTANT PROJECT MANAGER	52	3,784	- 4,829
5060	ASSOCIATE PLANNER	52	3,784	- 4,829
8010	BEACH LIFEGUARD I	30	2,345	- 2,993
8020	BEACH LIFEGUARD II	37	2,714	- 3,464
8030	BEACH LIFEGUARD LIEUTENANT	50	3,692	- 4,711
8040	BEACH LIFEGUARD SERGEANT	49	3,526	- 4,501
9010	BEACH MAINTENANCE WORKER	18	1,688	- 2,156
5070	BUILDING & PLANNING TECHNICIAN	42	2,995	- 3,824
5080	BUILDING/HOUSING INSPECTOR I	51	3,727	- 4,758
5090	BUILDING/HOUSING INSPECTOR II	55	4,097	- 5,228
6010	CLERK TYPIST	29	2,257	- 2,882
6020	CODE COMPLIANCE OFFICER	48	3,439	- 4,392
6030	COPIER CLERK	9	1,368	- 1,747
6040	CRAFT INSTRUCTOR	9	1,368	- 1,747
9020	CUSTODIAN	24	1,982	- 2,529
6050	CUSTOMER SERVICE SPECIALIST	41	2,959	- 3,776
4010	DEPUTY CITY CLERK (Records Technician)	43	3,077	- 3,927
4020	FINANCIAL SERVICES ASSISTANT	48	3,439	- 4,392
6065	FIRE SAFETY INSPECTOR II	55	4,097	- 5,228
6060	FIRE SAFETY INSPECTOR II (PT)	64	5,039	- 6,431
9030	FLEET SUPERVISOR	52	3,784	- 4,829
9040	GRAFFITI PROGRAM COORDINATOR	44	3,147	- 4,019
9050	GROUNDS & FACILITIES SUPERVISOR	56	4,200	- 5,359
9060	HEAVY EQUIPMENT OPERATOR	41	2,959	- 3,776
6070	JUNIOR CLERK TYPIST	19	1,736	- 2,215
9070	MAINTENANCE WORKER	33	2,527	- 3,226
9080	MAINTENANCE WORKER I	36	2,682	- 3,424
9090	MAINTENANCE WORKER II	41	2,959	- 3,776
11110	MECHANIC HELPER	15	1,563	- 1,994
11120	MECHANIC I	40	2,883	- 3,680
11130	MECHANIC II	45	3,176	- 4,054
6075	OFFICE SPECIALIST	29	2,257	- 2,882
4030	PERSONNEL SERVICES ASSISTANT	51	3,727	- 4,758
11140	PIER/BEACH MAINTENANCE WORKER	32	2,482	- 3,168
6080	PROGRAM AIDE	10	1,402	- 1,789

**CITY OF IMPERIAL BEACH
CLASSIFICATION AND COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2007 - JUNE 30, 2008**

<u>Job No.</u>	<u>Miscellaneous Employees</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
6090	PROGRAM COORDINATOR	30	2,345	- 2,993
11150	PROJECT MANAGER TECHNICIAN	45	3,176	- 4,054
7000	RECREATION LEADER	17	1,642	- 2,096
7010	RECREATION PROGRAM AIDE	10	1,402	- 1,789
7020	RECREATION PROGRAM COORDINATOR	34	2,552	- 3,258
7025	RESIDENTIAL FIRE/SAFETY INSPECTOR	39	2,850	- 3,637
7030	SENIOR ACCOUNT TECHNICIAN	38	2,803	- 3,576
11155	SENIOR PUBLIC WORKS SUPERVISOR	64	5,039	- 6,431
11160	SEWER SUPERVISOR	50	3,692	- 4,711
11170	STREET SUPERVISOR	50	3,692	- 4,711
11180	TIDELANDS SUPERVISOR	50	3,692	- 4,711

<u>Job No.</u>	<u>Management and Mid-management</u>	<u>Range</u>	<u>Monthly Salary</u>	
			LOW	HIGH
2020	ASSISTANT CITY MANAGER	BAND	5,611	- 10,099
6000	BUILDING OFFICIAL	BAND	5,166	- 6,592
2030	CITY CLERK	BAND	5,611	- 10,099
3010	CITY PLANNER	BAND	4,489	- 6,172
2040	COMMUNITY DEVELOPMENT DIRECTOR	BAND	5,611	- 10,099
3025	ENVIRONMENTAL PROGRAM MANAGER	BAND	4,489	- 6,172
2010	FINANCE DIRECTOR	BAND	5,611	- 10,099
3040	FINANCE SUPERVISOR	BAND	4,489	- 6,172
3050	LIFEGUARD CAPTAIN	BAND	4,489	- 6,172
3060	MANAGEMENT ANALYST	BAND	3,928	- 5,050
6071	NETWORK ADMINISTRATOR	BAND	4,489	- 6,172
2050	PUBLIC SAFETY DIRECTOR/FIRE CHIEF	BAND	5,611	- 10,099
2060	PUBLIC WORKS DIRECTOR	BAND	5,611	- 10,099
3070	PUBLIC WORKS SUPERINTENDENT	BAND	4,489	- 6,172
3080	REDEVELOPMENT COORDINATOR	BAND	5,562	- 7,099

<u>Job No.</u>	<u>Elected and City Manager</u>	<u>Range</u>	<u>Monthly Salary</u>
1010	CITY COUNCILMEMBER	N/A	300
1020	CITY MANAGER	N/A	Contract
1030	MAYOR	N/A	1,100

City of Imperial Beach

SECTION 2
SALARY RANGES AND STEPS

FY 2007-2008

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Miscellaneous Employee Group
EFFECTIVE July 1, 2007 - June 30, 2008
(Includes 4% COLA increase as of July 1, 2007)

RANGE 09	9/01	9/02	9/03	9/04	9/05	9/06
Hourly	7.892	8.288	8.706	9.143	9.601	10.079
BI-WEEKLY	631.36	663.04	696.48	731.44	768.08	806.32
ANNUAL	16415.36	17239.04	18108.48	19017.44	19970.08	20964.32
RANGE 10	10/01	10/02	10/03	10/04	10/05	10/06
Hourly	8.086	8.490	8.915	9.359	9.830	10.322
BI-WEEKLY	646.88	679.2	713.2	748.72	786.40	825.76
ANNUAL	16818.88	17659.2	18543.2	19466.72	20446.40	21469.76
RANGE 11	11/01	11/02	11/03	11/04	11/05	11/06
Hourly	8.288	8.706	9.143	9.601	10.079	10.584
BI-WEEKLY	663.04	696.48	731.44	768.08	806.32	846.72
ANNUAL	17239.04	18108.48	19017.44	19970.08	20964.32	22014.72
RANGE 12	12/01	12/02	12/03	12/04	12/05	12/06
Hourly	8.497	8.921	9.366	9.837	10.328	10.847
BI-WEEKLY	679.76	713.68	749.28	786.96	826.24	867.76
ANNUAL	17673.76	18555.68	19481.28	20460.96	21482.24	22561.76
RANGE 13	13/01	13/02	13/03	13/04	13/05	13/06
Hourly	8.713	9.150	9.608	10.086	10.591	11.123
BI-WEEKLY	697.04	732.00	768.64	806.88	847.28	889.84
ANNUAL	18123.04	19032.00	19984.64	20978.88	22029.28	23135.84
RANGE 14	14/01	14/02	14/03	14/04	14/05	14/06
Hourly	8.928	9.372	9.844	10.335	10.854	11.399
BI-WEEKLY	714.24	749.76	787.52	826.8	868.32	911.92
ANNUAL	18570.24	19493.76	20475.52	21496.8	22576.32	23709.92
RANGE 15	15/01	15/02	15/03	15/04	15/05	15/06
Hourly	9.019	9.467	9.938	10.436	10.961	11.507
BI-WEEKLY	721.52	757.36	795.04	834.88	876.88	920.56
ANNUAL	18759.52	19691.36	20671.04	21706.88	22798.88	23934.56
RANGE 16	16/01	16/02	16/03	16/04	16/05	16/06
Hourly	9.2440	9.7090	10.1940	10.7050	11.2440	11.8100
BI-WEEKLY	739.52	776.72	815.52	856.4	899.52	944.80
ANNUAL	19227.52	20194.72	21203.52	22266.4	23387.52	24564.80
RANGE 17	17/01	17/02	17/03	17/04	17/05	17/06
Hourly	9.4730	9.9450	10.4430	10.9680	11.5130	12.0920
BI-WEEKLY	757.84	795.60	835.44	877.44	921.04	967.36
ANNUAL	19703.84	20685.60	21721.44	22813.44	23947.04	25151.36
RANGE 18	18/01	18/02	18/03	18/04	18/05	18/06
Hourly	9.7400	10.2270	10.7390	11.2780	11.8430	12.4360
BI-WEEKLY	779.2	818.16	859.12	902.24	947.44	994.88
ANNUAL	20259.2	21272.16	22337.12	23458.24	24633.44	25866.88
RANGE 19	19/01	19/02	19/03	19/04	19/05	19/06
Hourly	10.013	10.517	11.042	11.594	12.173	12.779
BI-WEEKLY	801.04	841.36	883.36	927.52	973.84	1022.32
ANNUAL	20827.04	21875.36	22967.36	24115.52	25319.84	26580.32
RANGE 20	20/01	20/02	20/03	20/04	20/05	20/06
Hourly	10.261	10.773	11.311	11.877	12.469	13.096
BI-WEEKLY	820.88	861.84	904.88	950.16	997.52	1047.68
ANNUAL	21342.88	22407.84	23526.88	24704.16	25935.52	27239.68

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Miscellaneous Employee Group
EFFECTIVE July 1, 2007 - June 30, 2008
(Includes 4% COLA increase as of July 1, 2007)

RANGE 21	21/01	21/02	21/03	21/04	21/05	21/06
Hourly	10.517	11.042	11.594	12.173	12.779	13.419
BI-WEEKLY	841.36	883.36	927.52	973.84	1022.32	1073.52
ANNUAL	21875.36	22967.36	24115.52	25319.84	26580.32	27911.52
RANGE 22	22/01	22/02	22/03	22/04	22/05	22/06
Hourly	10.780	11.318	11.884	12.476	13.102	13.756
BI-WEEKLY	862.4	905.44	950.72	998.08	1048.16	1100.48
ANNUAL	22422.4	23541.44	24718.72	25950.08	27252.16	28612.48
RANGE 23	23/01	23/02	23/03	23/04	23/05	23/06
Hourly	11.049	11.601	12.18	12.786	13.426	14.099
BI-WEEKLY	883.92	928.08	974.4	1022.88	1074.08	1127.92
ANNUAL	22981.92	24130.08	25334.4	26594.88	27926.08	29325.92
RANGE 24	24/01	24/02	24/03	24/04	24/05	24/06
Hourly	11.435	12.005	12.604	13.237	13.897	14.59
BI-WEEKLY	914.8	960.4	1008.32	1058.96	1111.76	1167.2
ANNUAL	23784.8	24970.4	26216.32	27532.96	28905.76	30347.2
RANGE 25	25/01	25/02	25/03	25/04	25/05	25/06
Hourly	11.722	12.308	12.921	13.567	14.247	14.961
BI-WEEKLY	937.76	984.64	1033.68	1085.36	1139.76	1196.88
ANNUAL	24381.76	25600.64	26875.68	28219.36	29633.76	31118.88
RANGE 26	26/01	26/02	26/03	26/04	26/05	26/06
Hourly	12.018	12.618	13.25	13.91	14.604	15.331
BI-WEEKLY	961.44	1009.44	1060	1112.8	1168.32	1226.48
ANNUAL	24997.44	26245.44	27560	28932.8	30376.32	31888.48
RANGE 27	27/01	27/02	27/03	27/04	27/05	27/06
Hourly	12.321	12.941	13.587	14.267	14.981	15.728
BI-WEEKLY	985.68	1035.28	1086.96	1141.36	1198.48	1258.24
ANNUAL	25627.68	26917.28	28260.96	29675.36	31160.48	32714.24
RANGE 28	28/01	28/02	28/03	28/04	28/05	28/06
Hourly	12.631	13.264	13.931	14.624	15.358	16.125
Overtime	18.9465	19.896	20.8965	21.936	23.037	24.1875
BI-WEEKLY	1010.48	1061.12	1114.48	1169.92	1228.64	1290
ANNUAL	26272.48	27589.12	28976.48	30417.92	31944.64	33540
RANGE 29	29/01	29/02	29/03	29/04	29/05	29/06
Hourly	13.017	13.668	14.355	15.075	15.829	16.624
BI-WEEKLY	1041.36	1093.44	1148.4	1206	1266.32	1329.92
ANNUAL	27075.36	28429.44	29858.4	31356	32924.32	34577.92
RANGE 30	30/01	30/02	30/03	30/04	30/05	30/06
Hourly	13.528	14.207	14.92	15.668	16.449	17.27
BI-WEEKLY	1082.24	1136.56	1193.6	1253.44	1315.92	1381.6
ANNUAL	28138.24	29550.56	31033.6	32589.44	34213.92	35921.6
RANGE 31	31/01	31/02	31/03	31/04	31/05	31/06
Hourly	13.87	14.563	15.291	16.058	16.859	17.701
BI-WEEKLY	1109.6	1165.04	1223.28	1284.64	1348.72	1416.08
ANNUAL	28849.6	30291.04	31805.28	33400.64	35066.72	36818.08
RANGE 32	32/01	32/02	32/03	32/04	32/05	32/06
Hourly	14.32	15.035	15.789	16.577	17.405	18.273
BI-WEEKLY	1145.6	1202.8	1263.12	1326.16	1392.4	1461.84
ANNUAL	29785.6	31272.8	32841.12	34480.16	36202.4	38007.84

CITY OF IMPERIAL BEACH
SALARY RANGES AND STEPS
Miscellaneous Employee Group
EFFECTIVE July 1, 2007 - June 30, 2008
(Includes 4% COLA increase as of July 1, 2007)

RANGE 33	33/01	33/02	33/03	33/04	33/05	33/06
Hourly	14.579	15.311	16.078	16.88	17.721	18.61
BI-WEEKLY	1166.32	1224.88	1286.24	1350.4	1417.68	1488.8
ANNUAL	30324.32	31846.88	33442.24	35110.4	36859.68	38708.8
RANGE 34	34/01	34/02	34/03	34/04	34/05	34/06
Hourly	14.726	15.459	16.233	17.048	17.903	18.798
BI-WEEKLY	1178.08	1236.72	1298.64	1363.84	1432.24	1503.84
ANNUAL	30630.08	32154.72	33764.64	35459.84	37238.24	39099.84
RANGE 35	35/01	35/02	35/03	35/04	35/05	35/06
Hourly	15.095	15.849	16.644	17.479	18.354	19.27
BI-WEEKLY	1207.6	1267.92	1331.52	1398.32	1468.32	1541.6
ANNUAL	31397.6	32965.92	34619.52	36356.32	38176.32	40081.6
RANGE 36	36/01	36/02	36/03	36/04	36/05	36/06
Hourly	15.472	16.247	17.061	17.916	18.812	19.755
BI-WEEKLY	1237.76	1299.76	1364.88	1433.28	1504.96	1580.4
ANNUAL	32181.76	33793.76	35486.88	37265.28	39128.96	41090.4
RANGE 37	37/01	37/02	37/03	37/04	37/05	37/06
Hourly	15.657	16.442	17.263	18.125	19.034	19.983
BI-WEEKLY	1252.56	1315.36	1381.04	1450	1522.72	1598.64
ANNUAL	32566.56	34199.36	35907.04	37700	39590.72	41564.64
RANGE 38	38/01	38/02	38/03	38/04	38/05	38/06
Hourly	16.168	16.974	17.822	18.711	19.647	20.63
BI-WEEKLY	1293.44	1357.92	1425.76	1496.88	1571.76	1650.4
ANNUAL	33629.44	35305.92	37069.76	38918.88	40865.76	42910.4
RANGE 39	39/01	39/02	39/03	39/04	39/05	39/06
Hourly	16.441	17.263	18.125	19.034	19.983	20.98
BI-WEEKLY	1315.28	1381.04	1450	1522.72	1598.64	1678.4
ANNUAL	34197.28	35907.04	37700	39590.72	41564.64	43638.4
RANGE 40	40/01	40/02	40/03	40/04	40/05	40/06
Hourly	16.63	17.465	18.341	19.256	20.219	21.229
BI-WEEKLY	1330.4	1397.2	1467.28	1540.48	1617.52	1698.32
ANNUAL	34590.4	36327.2	38149.28	40052.48	42055.52	44156.32
RANGE 41	41/01	41/02	41/03	41/04	41/05	41/06
Hourly	17.072	17.923	18.819	19.761	20.751	21.788
BI-WEEKLY	1365.76	1433.84	1505.52	1580.88	1660.08	1743.04
ANNUAL	35509.76	37279.84	39143.52	41102.88	43162.08	45319.04
RANGE 42	42/01	42/02	42/03	42/04	42/05	42/06
Hourly	17.282	18.145	19.054	20.01	21.014	22.064
BI-WEEKLY	1382.56	1451.6	1524.32	1600.8	1681.12	1765.12
ANNUAL	35946.56	37741.6	39632.32	41620.8	43709.12	45893.12
RANGE 43	43/01	43/02	43/03	43/04	43/05	43/06
Hourly	17.755	18.644	19.573	20.549	21.579	22.656
BI-WEEKLY	1420.4	1491.52	1565.84	1643.92	1726.32	1812.48
ANNUAL	36930.4	38779.52	40711.84	42741.92	44884.32	47124.48
RANGE 44	44/01	44/02	44/03	44/04	44/05	44/06
Hourly	18.159	19.068	20.024	21.027	22.077	23.182
BI-WEEKLY	1452.72	1525.44	1601.92	1682.16	1766.16	1854.56
ANNUAL	37770.72	39661.44	41649.92	43736.16	45920.16	48218.56

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RANGE 45	45/01	45/02	45/03	45/04	45/05	45/06
Hourly	18.325	19.243	20.206	21.216	22.279	23.39
BI-WEEKLY	1466	1539.44	1616.48	1697.28	1782.32	1871.2
ANNUAL	38116	40025.44	42028.48	44129.28	46340.32	48651.2
RANGE 46	46/01	46/02	46/03	46/04	46/05	46/06
Hourly	18.85	19.795	20.785	21.822	22.912	24.057
BI-WEEKLY	1508	1583.6	1662.8	1745.76	1832.96	1924.56
ANNUAL	39208	41173.6	43232.8	45389.76	47656.96	50038.56
RANGE 47	47/01	47/02	47/03	47/04	47/05	47/06
Hourly	19.324	20.293	21.310	22.374	23.491	24.663
BI-WEEKLY	1545.92	1623.44	1704.8	1789.92	1879.28	1973.04
ANNUAL	40193.92	42209.44	44324.8	46537.92	48861.28	51299.04
RANGE 48	48/01	48/02	48/03	48/04	48/05	48/06
Hourly	19.844	20.839	21.882	22.98	24.131	25.336
BI-WEEKLY	1587.52	1667.12	1750.56	1838.4	1930.48	2026.88
ANNUAL	41275.52	43345.12	45514.56	47798.4	50192.48	52698.88
RANGE 49	49/01	49/02	49/03	49/04	49/05	49/06
Hourly	20.34	21.357	22.428	23.552	24.73	25.969
BI-WEEKLY	1627.2	1708.56	1794.24	1884.16	1978.4	2077.52
ANNUAL	42307.2	44422.56	46650.24	48988.16	51438.4	54015.52
RANGE 50	50/01	50/02	50/03	50/04	50/05	50/06
Hourly	21.301	22.367	23.485	24.656	25.888	27.181
BI-WEEKLY	1704.08	1789.36	1878.8	1972.48	2071.04	2174.48
ANNUAL	44306.08	46523.36	48848.8	51284.48	53847.04	56536.48
RANGE 51	51/01	51/02	51/03	51/04	51/05	51/06
Hourly	21.504	22.582	23.714	24.899	26.144	27.45
BI-WEEKLY	1720.32	1806.56	1897.12	1991.92	2091.52	2196
ANNUAL	44728.32	46970.56	49325.12	51789.92	54379.52	57096
RANGE 52	52/01	52/02	52/03	52/04	52/05	52/06
Hourly	21.826	22.919	24.064	25.269	26.535	27.861
BI-WEEKLY	1746.08	1833.52	1925.12	2021.52	2122.8	2228.88
ANNUAL	45398.08	47671.52	50053.12	52559.52	55192.8	57950.88
RANGE 53	53/01	53/02	53/03	53/04	53/05	53/06
Hourly	22.374	23.491	24.663	25.895	27.188	28.548
BI-WEEKLY	1789.92	1879.28	1973.04	2071.6	2175.04	2283.84
ANNUAL	46537.92	48861.28	51299.04	53861.6	56551.04	59379.84
RANGE 54	54/01	54/02	54/03	54/04	54/05	54/06
Hourly	22.932	24.077	25.282	26.548	27.875	29.268
BI-WEEKLY	1834.56	1926.16	2022.56	2123.84	2230	2341.44
ANNUAL	47698.56	50080.16	52586.56	55219.84	57980	60877.44
RANGE 55	55/01	55/02	55/03	55/04	55/05	55/06
Hourly	23.633	24.818	26.057	27.363	28.730	30.164
BI-WEEKLY	1890.64	1985.44	2084.56	2189.04	2298.4	2413.12
ANNUAL	49156.64	51621.44	54198.56	56915.04	59758.4	62741.12
RANGE 56	56/01	56/02	56/03	56/04	56/05	56/06
Hourly	24.225	25.437	26.71	28.043	29.443	30.918
BI-WEEKLY	1938	2034.96	2136.8	2243.44	2355.44	2473.44
ANNUAL	50388	52908.96	55556.8	58329.44	61241.44	64309.44

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RANGE 57	57/01	57/02	57/03	57/04	57/05	57/06
Hourly	24.831	26.07	27.376	28.743	30.177	31.685
BI-WEEKLY	1986.48	2085.6	2190.08	2299.44	2414.16	2534.8
ANNUAL	51648.48	54225.6	56942.08	59785.44	62768.16	65904.8
RANGE 58	58/01	58/02	58/03	58/04	58/05	58/06
Hourly	25.451	26.723	28.056	29.457	30.931	32.48
BI-WEEKLY	2036.08	2137.84	2244.48	2356.56	2474.48	2598.4
ANNUAL	52938.08	55583.84	58356.48	61270.56	64336.48	67558.4
RANGE 59	59/01	59/02	59/03	59/04	59/05	59/06
Hourly	26.09	27.396	28.763	30.204	31.712	33.301
BI-WEEKLY	2087.2	2191.68	2301.04	2416.32	2536.96	2664.08
ANNUAL	54267.2	56983.68	59827.04	62824.32	65960.96	69266.08
RANGE 60	60/01	60/02	60/03	60/04	60/05	60/06
Hourly	26.743	28.083	29.49	30.965	32.513	34.136
BI-WEEKLY	2139.44	2246.64	2359.2	2477.2	2601.04	2730.88
ANNUAL	55625.44	58412.64	61339.2	64407.2	67627.04	71002.88
RANGE 61	61/01	61/02	61/03	61/04	61/05	61/06
Hourly	27.41	28.784	30.224	31.733	33.335	35.005
BI-WEEKLY	2192.8	2302.72	2417.92	2538.64	2666.8	2800.4
ANNUAL	57012.8	59870.72	62865.92	66004.64	69336.8	72810.4
RANGE 62	62/01	62/02	62/03	62/04	62/05	62/06
Hourly	28.097	29.504	30.978	32.527	34.156	35.867
BI-WEEKLY	2247.76	2360.32	2478.24	2602.16	2732.48	2869.36
ANNUAL	58441.76	61368.32	64434.24	67656.16	71044.48	74603.36
RANGE 63	63/01	63/02	63/03	63/04	63/05	63/06
Hourly	28.366	29.787	31.275	32.837	34.48	36.203
BI-WEEKLY	2269.28	2382.96	2502	2626.96	2758.4	2896.24
ANNUAL	59001.28	61956.96	65052	68300.96	71718.4	75302.24
RANGE 64	64/01	64/02	64/03	64/04	64/05	64/06
Hourly	29.073	30.527	32.056	33.658	35.341	37.105
BI-WEEKLY	2325.84	2442.16	2564.48	2692.64	2827.28	2968.4
ANNUAL	60471.84	63496.16	66676.48	70008.64	73509.28	77178.4
RANGE 65	65/01	65/02	65/03	65/04	65/05	65/06
Hourly	29.8	31.288	32.85	34.493	36.217	38.028
BI-WEEKLY	2384.00	2503.04	2628.00	2759.44	2897.36	3042.24
ANNUAL	61984	65079.04	68328	71745.44	75331.36	79098.24
RANGE 66	66/01	66/02	66/03	66/04	66/05	66/06
Hourly	30.547	32.076	33.678	35.362	37.132	38.991
BI-WEEKLY	2443.76	2566.08	2694.24	2828.96	2970.56	3119.28
ANNUAL	63537.76	66718.08	70050.24	73552.96	77234.56	81101.28
RANGE 67	67/01	67/02	67/03	67/04	67/05	67/06
Hourly	31.308	32.877	34.52	36.244	38.055	39.96
BI-WEEKLY	2504.64	2630.16	2761.6	2899.52	3044.4	3196.8
ANNUAL	65120.64	68384.16	71801.6	75387.52	79154.4	83116.8
RANGE 68	68/01	68/02	68/03	68/04	68/05	68/06
Hourly	32.089	33.692	35.375	37.146	39.004	40.957
BI-WEEKLY	2567.12	2695.36	2830	2971.68	3120.32	3276.56
ANNUAL	66745.12	70079.36	73580	77263.68	81128.32	85190.56

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RANGE 69	69/01	69/02	69/03	69/04	69/05	69/06
Hourly	32.911	34.554	36.284	38.095	40.001	42.000
BI-WEEKLY	2632.88	2764.32	2902.72	3047.6	3200.08	3360.00
ANNUAL	68454.88	71872.32	75470.72	79237.6	83202.08	87360.00
RANGE 70	70/01	70/02	70/03	70/04	70/05	70/06
Hourly	33.732	35.422	37.193	39.051	41.004	43.057
BI-WEEKLY	2698.56	2833.76	2975.44	3124.08	3280.32	3444.56
ANNUAL	70162.56	73677.76	77361.44	81226.08	85288.32	89558.56
RANGE 71	71/01	71/02	71/03	71/04	71/05	71/06
Hourly	34.574	36.304	38.122	40.027	42.027	44.128
BI-WEEKLY	2765.92	2904.32	3049.76	3202.16	3362.16	3530.24
ANNUAL	71913.92	75512.32	79293.76	83256.16	87416.16	91786.24
RANGE 72	72/01	72/02	72/03	72/04	72/05	72/06
Hourly	35.436	37.206	39.065	41.017	43.071	45.225
BI-WEEKLY	2834.88	2976.48	3125.2	3281.36	3445.68	3618
ANNUAL	73706.88	77388.48	81255.2	85315.36	89587.68	94068
RANGE 73	73/01	73/02	73/03	73/04	73/05	73/06
Hourly	36.324	38.142	40.048	42.047	44.148	46.356
BI-WEEKLY	2905.92	3051.36	3203.84	3363.76	3531.84	3708.48
ANNUAL	75553.92	79335.36	83299.84	87457.76	91827.84	96420.48
RANGE 74	74/01	74/02	74/03	74/04	74/05	74/06
Hourly	37.233	39.098	41.051	43.104	45.259	47.521
BI-WEEKLY	2978.64	3127.84	3284.08	3448.32	3620.72	3801.68
ANNUAL	77444.64	81323.84	85386.08	89656.32	94138.72	98843.68
RANGE 75	75/01	75/02	75/03	75/04	75/05	75/06
Hourly	38.162	40.068	42.074	44.175	46.383	48.700
BI-WEEKLY	3052.96	3205.44	3365.92	3534	3710.64	3896
ANNUAL	79376.96	83341.44	87513.92	91884	96476.64	101296
RANGE 76	76/01	76/02	76/03	76/04	76/05	76/06
Hourly	39.119	41.078	43.131	45.286	47.548	49.925
BI-WEEKLY	3129.52	3286.24	3450.48	3622.88	3803.84	3994
ANNUAL	81367.52	85442.24	89712.48	94194.88	98899.84	103844
RANGE 77	77/01	77/02	77/03	77/04	77/05	77/06
Hourly	40.095	42.101	44.209	46.417	48.74	51.177
Overtime	60.1425	63.1515	66.3135	69.6255	73.11	76.7655
BI-WEEKLY	3207.6	3368.08	3536.72	3713.36	3899.2	4094.16
ANNUAL	83397.6	87570.08	91954.72	96547.36	101379.2	106448.16
RANGE 78	78/01	78/02	78/03	78/04	78/05	78/06
Hourly	41.098	43.152	45.306	47.568	49.945	52.443
Overtime	61.647	64.728	67.959	71.352	74.9175	78.6645
BI-WEEKLY	3287.84	3452.16	3624.48	3805.44	3995.6	4195.44
ANNUAL	85483.84	89756.16	94236.48	98941.44	103885.6	109081.44
RANGE 79	79/01	79/02	79/03	79/04	79/05	79/06
Hourly	42.128	44.236	46.451	48.774	51.211	53.770
BI-WEEKLY	3370.24	3538.88	3716.08	3901.92	4096.88	4301.6
ANNUAL	87626.24	92010.88	96618.08	101449.92	106518.88	111841.6
RANGE 80	80/01	80/02	80/03	80/04	80/05	80/06
Hourly	43.179	45.34	47.609	49.992	52.49	55.116
BI-WEEKLY	3454.32	3627.2	3808.72	3999.36	4199.2	4409.28
ANNUAL	89812.32	94307.2	99026.72	103983.36	109179.2	114641.28

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RANGE 81	81/01	81/02	81/03	81/04	81/05	81/06
Hourly	44.256	46.471	48.794	51.231	53.79	56.476
BI-WEEKLY	3540.48	3717.68	3903.52	4098.48	4303.2	4518.08
ANNUAL	92052.48	96659.68	101491.52	106560.48	111883.2	117470.08
RANGE 82	82/01	82/02	82/03	82/04	82/05	82/06
Hourly	45.36	47.629	50.013	52.51	55.136	57.89
BI-WEEKLY	3628.8	3810.32	4001.04	4200.8	4410.88	4631.2
ANNUAL	94348.8	99068.32	104027.04	109220.8	114682.88	120411.2
RANGE 83	83/01	83/02	83/03	83/04	83/05	83/06
Hourly	46.677	49.009	51.46	54.032	56.732	59.567
BI-WEEKLY	3734.16	3920.72	4116.8	4322.56	4538.56	4765.36
ANNUAL	97088.16	101938.72	107036.8	112386.56	118002.56	123899.36
RANGE 84	84/01	84/02	84/03	84/04	84/05	84/06
Hourly	47.844	50.235	52.746	55.385	58.153	61.061
BI-WEEKLY	3827.52	4018.8	4219.68	4430.8	4652.24	4884.88
ANNUAL	99515.52	104488.8	109711.68	115200.8	120958.24	127006.88
RANGE 85	85/01	85/02	85/03	85/04	85/05	85/06
Hourly	49.043	51.494	54.066	56.772	59.614	62.596
BI-WEEKLY	3923.44	4119.52	4325.28	4541.76	4769.12	5007.68
ANNUAL	102009.44	107107.52	112457.28	118085.76	123997.12	130199.68
RANGE 86	86/01	86/02	86/03	86/04	86/05	86/06
Hourly	50.767	53.305	55.971	58.772	61.708	64.791
BI-WEEKLY	4061.36	4264.4	4477.68	4701.76	4936.64	5183.28
ANNUAL	105595.36	110874.4	116419.68	122245.76	128352.64	134765.28
RANGE 87	87/01	87/02	87/03	87/04	87/05	87/06
Hourly	51.929	54.524	57.25	60.112	63.115	66.273
BI-WEEKLY	4154.32	4361.92	4580	4808.96	5049.2	5301.84
ANNUAL	108012.32	113409.92	119080	125032.96	131279.2	137847.84
RANGE 88	88/01	88/02	88/03	88/04	88/05	88/06
Hourly	53.224	55.884	58.678	61.613	64.697	67.929
BI-WEEKLY	4257.92	4470.72	4694.24	4929.04	5175.76	5434.32
ANNUAL	110705.92	116238.72	122050.24	128155.04	134569.76	141292.32
RANGE 89	89/01	89/02	89/03	89/04	89/05	89/06
Hourly	54.557	57.284	60.146	63.155	66.313	69.626
BI-WEEKLY	4364.56	4582.72	4811.68	5052.4	5305.04	5570.08
ANNUAL	113478.56	119150.72	125103.68	131362.4	137931.04	144822.08
RANGE 90	90/01	90/02	90/03	90/04	90/05	90/06
Hourly	55.924	58.718	61.654	64.737	67.976	71.376
BI-WEEKLY	4473.92	4697.44	4932.32	5178.96	5438.08	5710.08
ANNUAL	116321.92	122133.44	128240.32	134652.96	141390.08	148462.08
RANGE 91	91/01	91/02	91/03	91/04	91/05	91/06
Hourly	57.324	60.193	63.202	66.36	69.679	73.16
BI-WEEKLY	4585.92	4815.44	5056.16	5308.8	5574.32	5852.8
ANNUAL	119233.92	125201.44	131460.16	138028.8	144932.32	152172.8
RANGE 92	92/01	92/02	92/03	92/04	92/05	92/06
Hourly	58.759	61.694	64.778	68.016	71.417	74.985
BI-WEEKLY	4700.72	4935.52	5182.24	5441.28	5713.36	5998.8
ANNUAL	122218.72	128323.52	134738.24	141473.28	148547.36	155968.8

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RANGE 93	93/01	93/02	93/03	93/04	93/05	93/06
Hourly	60.226	63.236	66.401	69.72	73.208	76.87
BI-WEEKLY	4818.08	5058.88	5312.08	5577.6	5856.64	6149.6
ANNUAL	125270.08	131530.88	138114.08	145017.6	152272.64	159889.6
RANGE 94	94/01	94/02	94/03	94/04	94/05	94/06
Hourly	61.735	64.818	68.057	71.457	75.032	78.782
BI-WEEKLY	4938.8	5185.44	5444.56	5716.56	6002.56	6302.56
ANNUAL	128408.8	134821.44	141558.56	148630.56	156066.56	163866.56
RANGE 95	95/01	95/02	95/03	95/04	95/05	95/06
Hourly	62.993	66.145	69.451	72.925	76.574	80.405
BI-WEEKLY	5039.44	5291.6	5556.08	5834	6125.92	6432.4
ANNUAL	131025.44	137581.6	144458.08	151684	159273.92	167242.4
RANGE 96	96/01	96/02	96/03	96/04	96/05	96/06
Hourly	64.569	67.801	71.194	74.756	78.493	82.418
BI-WEEKLY	5165.52	5424.08	5695.52	5980.48	6279.44	6593.44
ANNUAL	134303.52	141026.08	148083.52	155492.48	163265.44	171429.44
RANGE 97	97/01	97/02	97/03	97/04	97/05	97/06
Hourly	66.185	69.498	72.972	76.621	80.452	84.472
BI-WEEKLY	5294.8	5559.84	5837.76	6129.68	6436.16	6757.76
ANNUAL	137664.8	144555.84	151781.76	159371.68	167340.16	175701.76
RANGE 98	98/01	98/02	98/03	98/04	98/05	98/06
Hourly	67.841	71.235	74.797	78.533	82.459	86.579
BI-WEEKLY	5427.28	5698.8	5983.76	6282.64	6596.72	6926.32
ANNUAL	141109.28	148168.8	155577.76	163348.64	171514.72	180084.32
RANGE 99	99/01	99/02	99/03	99/04	99/05	99/06
Hourly	69.538	73.012	76.662	80.493	84.519	88.747
BI-WEEKLY	5563.04	5840.96	6132.96	6439.44	6761.52	7099.76
ANNUAL	144639.04	151864.96	159456.96	167425.44	175799.52	184593.76
RANGE 100	100/01	100/02	100/03	100/04	100/05	100/06
Hourly	71.275	74.837	78.58	82.513	86.64	90.969
BI-WEEKLY	5702	5986.96	6286.4	6601.04	6931.2	7277.52
ANNUAL	148252	155660.96	163446.4	171627.04	180211.2	189215.52

City of Imperial Beach

SECTION 3
BENEFIT SUMMARIES BY GROUP

FY 2007-2008

BENEFITS SUMMARIES:

Appointive Management

Appointive Management are those employees designated by the City Manager as meeting established criteria under the Fair Labor Standards Act compliance provisions for white collar exemptions. Generally, positions in this class are salaried positions and exempt from overtime and special compensation provisions pursuant to FLSA regulations.

Appointive Management classifications have the terms and conditions of employment established by an employment agreement as approved by the City Manager. Appointive Management positions are categorized into two categories: Department Head and Mid-Management. Appointive Management positions are subject to at-will provisions as designated by the City Manager with specialized duties and responsibilities.

Effective July 1, 2007, the following positions have been so designated:

Department Head

- Finance Director
- Assistant City Manager
- City Clerk
- Public Safety Director/Fire Chief
- Public Works Director

Mid-Management

- City Planner
- Finance Supervisor
- Lifeguard Captain
- Public Works Superintendent
- Environmental Program Manager
- Redevelopment Coordinator
- Building Official
- Management Analyst

All designated Appointive Management positions receive all benefits that presently accrue to regular miscellaneous classified full-time or permanent part-time employees. In addition, Appointive Management positions, as determined by the City Manager, receive up to the following benefits:

1. Salary Adjustment: All designated management personnel shall receive salary adjustments to be set at any point within the salary band for each classification based on the performance of the incumbent.
2. Executive Leave: All designated management personnel may receive up to forty (40) hours of "Executive Leave" terminating June 30 of each year. Carryover of Executive Leave hours or cash payments are not permitted.

3. Use of City Vehicle or Auto Allowance: The City Manager shall set the terms of use of City vehicles and may provide auto allowances to designated appointment management personnel in lieu of using City vehicles for local business travel.
4. Cellular Telephone Allowance: The City Manager shall set the terms and may provide a cellular telephone allowance to certain appointive management personnel.
5. Health Care Benefits: All designated appointive management classifications shall receive City payment of the employee's health care benefits and other cafeteria plan selection benefits to a maximum payment of \$795 per month per employee (\$9,540 per year) effective January 1, 2007.
6. Term Life Insurance: All designated appointive management personnel shall receive City paid term life insurance equivalent to earnings rounded to the next higher \$1,000 to maximum of \$60,000 of coverage.
7. Annual Physical Examination: All designated Department Head personnel shall receive City payment for an annual physical examination by the City's selected health care provider. If the designated Department Head elects not to receive said annual physical the City Manager may authorize reimbursement up to an amount equivalent to what the annual physical exam would have cost the City, for expenses that would otherwise qualify under IRS regulations for Flexible Spending Accounts or for approved health club membership fees and/or dues.
8. Vacation Sell Back: As determined by the City Manager, all appointive management personnel shall have the option to sell back accumulated vacation at a maximum of 80 hours per calendar year contingent on a minimum of 80 hours of vacation being maintained by the employee as of the pay period designated for the sell back.
9. Severance Agreement: The City Manager may negotiate and set the terms to provide severance pay compensation for appointive management personnel.
10. Office Equipment: The City Manager may negotiate and set the terms to provide certain office equipment for certain appointive management personnel.
11. Relocation Assistance: The City Manager may negotiate and set the terms to provide relocation assistance for certain appointive management personnel.
12. Uniform Allowance: The City Manager may negotiate and set the terms to provide uniform allowance for certain appointive management personnel.

Appointive Confidential

Confidential employees are those employees designated by the City Manager, based on responsibilities which are considered confidential to management with regard to labor relations, personnel services or complex payroll functions. All designated confidential positions receive all benefits that presently accrue

to regular miscellaneous classified full-time or permanent part-time employees. All existing salary and fringe benefits remain in force unless re-designated by the City Manager.

Confidential employees are precluded from participation in any bargaining unit activities and perceived benefits with the Miscellaneous Classified Service. Employer may terminate the employment relationship for cause or advance notice subject to the City of Imperial Beach Personnel Rules in effect at this time and subsequently amended.

Effective July 1, 2007, the following appointive confidential positions have been so designated:

- Administrative Secretary II (City Manager's Office)
- Financial Services Assistant
- Personnel Services Assistant
- Deputy City Clerk/Records Technician

The City desires to provide alternative benefits to Confidential employees as follows:

- All benefits, as determined by the City Manager, up to those provided for Appointive Management except for, Annual Physical Examination, Severance Agreement, Office Equipment, Relocation Assistance, Uniform Allowance, Cellular Telephone Allowance and Use of City Vehicle /Auto Allowance.

Miscellaneous Classified Service / Public Safety Service

All regular full-time and permanent part-time employees assigned to the Miscellaneous Classified Service and Public Safety Service (Fire) employees are eligible for the following benefits, as follows:

1. Health Insurance: The City allocates to employees a cafeteria health benefit amount for payment of premium rate for group health insurance for each City employee and his/her dependents. The City offers the PERS health plan which includes HMO and PPO providers. An employee who elects not to be covered under the City's health insurance plan, may use the total amount for other eligible cafeteria benefits or receive a cash payment as taxable income. Employees who elect not to be covered under the City's health insurance plan must demonstrate proof of alternative medical coverage (i.e. spouse coverage).

Effective January 1, 2008, the following health insurance adjustments are in effect pursuant to employer labor agreements, as follows:

Miscellaneous Classified Service:
\$745 per month (\$8,940 per plan year)

Public Safety Service (Fire):
To be determined

2. Flexible Spending Plan: An employee who elects to be covered under the City's health insurance plan, must select single employee coverage under the City's dental care provider. This selection is required to be eligible to take advantage of the City's Flexible Spending Accounts (FSAs) for Health Care and Dependent Care. This selection will ensure that no Third Party Administrator

(TPA) administrative costs are associated with Employee's participation as described under Subpart "e" of this Section.

- a. Health and Dental Payroll Deductions Treated as Pre-Tax: All payroll deductions for health and dental care are treated by the CITY on a pre-tax basis in order for the City to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the Employee's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be to the Employee as taxable income.
- b. Flexible Spending Accounts for Health Care and Dependent Care: Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An Employee may elect to budget by salary reduction, for certain health and welfare benefits and dependent care reimbursements on a pre-tax basis. If the City does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.
- c. Health and Welfare FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$1,040 per plan year to pay for eligible health and welfare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.
- d. Dependent Care FSA: Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the City Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the City. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the City.
- e. FSA Administration: The City reserves the right to contract with a Third Party Administrator (TPA) for administration of both FSA's. The City will pay the start-up costs associated with the third party administration, if any required. Participating employees will pay monthly, per employee, or per transaction administration fees, if any required.
- f. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the

City significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the employee will not be allowed to change except as follows:

- At the next open enrollment
 - Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.
 - The City shall not be liable for any medical costs resulting to the employee as part of this election.
3. Life Insurance: All city employees are provided City-provided life insurance policy coverage in the amount of \$10,000.00.
 4. Federal Social Security Administration: The City also participates in the Federal Social Security Administration program.
 5. Miscellaneous Classified Service Retirement: All regular full-time and permanent part-time Miscellaneous Classified Service employees are covered by the California State Public Employees Retirement System (PERS) pursuant to labor agreements.
 6. Public Safety Service (Fire) Retirement: All regular full-time and permanent part-time Public Safety Service (Fire) employees are covered by the California State Public Employees Retirement System (PERS) at the 3% at 50 formula pursuant to existing labor agreement.
 7. Public Safety Service (Fire) Firefighter Paramedic Special Pay: All Firefighters who are certified as Paramedic in accordance with established rules and regulations set forth as a San Diego County Paramedic shall receive an eleven and a third (11.3%) percent increase in pay above the incumbent's current merit step.
 8. Public Safety Service (Fire) Engineer Paramedic Special Pay: All Fire Engineers who are certified as a Paramedic in accordance with established rules and regulations set forth as a San Diego County Certified Paramedic shall receive a seven and one-half (7.5%) percent increase in pay above the incumbent's current merit step.

FLOATING HOLIDAYS

All regular full-time and permanent part-time employees assigned to the Appointive Management, Confidential and Miscellaneous Classified Services receive two (2) Floating Holiday per fiscal year.

Public Safety Service (Fire) employees receive two Floating Holidays and twelve regular holidays modified to the Firefighters 56-hour per fiscal year.

Floating holidays are available to the employee immediately upon hire and must be taken by June 30 (end of fiscal year) on a day agreeable to the employee and the department head. Floating Holiday hours do not accrue from fiscal year to fiscal year.

HOLIDAY FURLOUGH PROGRAM

All regular full-time and permanent part-time employees assigned to the Appointive Confidential and Miscellaneous Classified Services, and temporary part-time employees that work a consistent bi-weekly work schedule on an annual basis are eligible to participate in the City's Holiday Furlough Program. A maximum number of 40 hours is authorized for employee payroll deduction per fiscal year period between designated hard holidays of December 24 (Christmas Eve) and January 1 (New Year's Day). Prior to each calendar year, the City Manager designates the holiday furlough period for the preceding holiday period. Appointive Management and Public Safety Service (Fire) are not eligible to participate in this program.

VACATION ACCRUAL

Appointive Management, Confidential, and Miscellaneous Classified Service employees receive vacation credits earned on a monthly basis. Employees are credited with an additional day of vacation when a holiday falls on Saturday.

Vacation credits accrue on a bi-weekly basis beginning on hire date. You may accumulate up to a maximum of twice your annual accrual rate of vacation time. The amount of credits you earn is based on years of service in your employment category:

<u>0-5 Year's Service</u>	<u>Over 5 to 10 yrs</u>	<u>Over 10 to 15 yrs</u>	<u>Over 15 yrs</u>
12 days/year	15 days/year	20 days/year	25 days/year

Public Safety Service (Fire) employees receive modified vacation credits in accordance with the 56-hour workweek, as follows:

<u>0-5 Years Service</u>	<u>Over 5 to 15 Years Service</u>	<u>Over 15 Years</u>
134.4 hours/year	168 hours/year	224 hours/year

SICK LEAVE ACCRUAL

Appointive Management/ Confidential /Miscellaneous Classified Service Employees:

Sick Leave credits are accrued at the rate of one day for each full month of service for a total of 12 days of service per year. Sick leave credits accrue on a bi-weekly basis beginning on hire date. A maximum of 1,000 hours may be accumulated.

Public Safety Service (Fire):

Sick Leave accrual is modified for the Firefighter's 56-hour workweek. Firefighters accrue sick leave at the rate of 11.67 hours for each full month of service for a total of 140 hours for each twelve months of service with a maximum of 1,400 hours accumulation.

EDUCATIONAL REIMBURSEMENT

The City encourages employees to continue their self-development through education. The educational reimbursement program is designed to provide incentives to broaden the knowledge of employees in their occupational field and prepare the advancement to positions of greater responsibility. All criteria and tuition reimbursement procedures are determined by the City Manager through administrative policy. Reimbursements are available for tuition, registration fees, laboratory fees, software, parking permits and books only.

Appointive Management, Confidential, Miscellaneous Classified, and Public Safety Service (Fire) employees are eligible for \$1,000.00 per fiscal year period.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: August 1, 2007
ORIGINATING DEPT: Office of the City Manager

SUBJECT: Request to remove a condition from the Pours Liquor Store License at 1143 13th Street.

BACKGROUND & DISCUSSION:

Mr. Lyth Alhanoush has asked ABC to remove the condition prohibiting the sale of "singles" at Pours Liquor at 1143 13th Street. (See ABC letter of July 10, 2007 and Mr. Alhanoush's letter of April 4, 2002, copies attached.)

For the following reasons I believe it isn't prudent to remove this restriction:

1. Conditions in the vicinity of Pours Liquor have not appreciably changed since the license was issued on April 12, 2006.
2. The Sheriff's office reports violations on July 19, 2007 for the sale of alcohol to minors and the sale of "singles", (See Captain Parker's letter of July 24, 2007 attached.)
3. There's a high concentration of alcohol sales near Pours Liquor. Mr. Alhanoush refers to this in his letter of April 4, 2007.
4. Our City has an unusually high number of sites selling alcohol and many of the Sheriff's calls for service, crimes, and traffic violations are related to alcohol abuse.
5. The City should not try to make the purchase of alcohol easier at this site.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

RECOMMENDATION:

Oppose the requested change of condition on the alcohol license for Pours Liquor by adopting Resolution No. 2007-6523.


Gary Brown, City Manager

Attachments:

1. Letter from ABC dated July 10, 2007
2. Letter from Mr. Lyth Alhanoush dated April 4, 2007
3. Letter from Captain Parker dated July 24, 2007
4. Resolution No. 2007-6523
5. Draft Letter to ABC

Return to Agenda

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

San Diego District Office
1350 Front Street, Room 5056
San Diego, CA 92101
(619) 525-4064



2007 JUL 11 P 12:47

CITY CLERK OFFICES

CERTIFIED MAIL

July 10, 2007

Imperial Beach City Council
825 Imperial beach Blvd.
Imperial Beach, CA 91932

RE: ALHANOUSH Baan
ALHANOUSH Lyth Poles
dba: Pours Liquor
1141 13th Street
Imperial Beach, CA 91932
File: 21-437697

Dear Council Members:

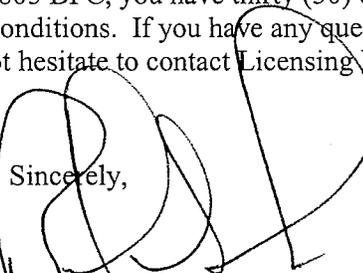
This is to inform you that pursuant to an amendment to Section 23803 of the Business and Professions Code, which became effective January 1, 1998, the Department is required to notify local governing bodies of any petition to remove or modify conditions on an alcoholic beverage license.

Please be advised that the above-referenced licensee, whose currently licensed premises is within your jurisdiction, has petitioned the Department to remove or modify certain conditions on their alcoholic beverage license. I have enclosed the following items for your information and consideration:

1. A copy of Section 23803 of the Business and Professions Code.
2. A copy of the existing Petition for Conditional License, which contains the license conditions, and the grounds for their original imposition.
3. A copy of the licensee's letter describing the conditions the licensee is seeking to remove or modify.

According to the provisions of Section 23803 BPC, you have thirty (30) days to file a written objection to the modification/removal of these conditions. If you have any questions or need any additional assistance in this matter, please do not hesitate to contact Licensing Representative, Maritza Gonzalez, (619)525-4929.

Sincerely,


Robert Olshaskie
Licensing Supervisor

Section 23803- Business and Professions Code

Effective January 1, 1998

Section 23803 : Statutes of 1997, Chapter 454: SB 609 (Karnette)

Section 23803 has been amended to require the Department to notify the local governing body of any petition to modify conditions. The local governing body has 30 days in which to object to the modification or removal. A hearing shall be held on the objection if the Department recommends approval of the petition. Section 23803 will read as follows.

23803. The Department, upon its own motion or upon the petition of a licensee or a transferee who has filed an application for the transfer of the license, if it is satisfied that the grounds which caused the imposition of the conditions no longer exist, shall order removal or modification, provided written notice is given to the local governing body of the area in which the premises are located. The local governing body has 30 days to file written objections to the removal or modification of any condition. The Department may not remove or modify any condition to which an objection has been filed without holding a hearing as provided in Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

Any petition for the removal or modification pursuant to this section shall be accompanied by a fee of one hundred dollars (\$100.00)

BEFORE THE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
OF THE STATE OF CALIFORNIA

In the Matter of the Application of:

Baan ALHANOUSH, Lyth Poles ALHANOUSH
dba: Pours Liquor
1141 13th Street
Imperial beach, CA 91932

File: 21-437697

Reg:

PETITION FOR
CONDITIONAL
LICENSE

For issuance of an Off Sale Beer & Wine License
Under the Alcoholic Beverage Control Act

WHEREAS, petitioner(s) has/have filed an application for the issuance of the above-referred-to license(s) for the above-mentioned premises; and,

WHEREAS, the San Diego County Sheriff's Department filed a protest against the issuance of the applied-for license; and,

WHEREAS, the protest deals with the proposed operation of the applied-for premises; and,

WHEREAS, the unconditional issuance of the applied-for license would be contrary to public welfare or morals;

NOW THEREFORE, the undersigned does hereby apply for a license subject to the following conditions:

1. Sales alcoholic beverages shall be permitted only between the hours of 7:00 AM and 11:00 PM each day of the week.
2. Beer, wine coolers and other malt beverage products cannot be sold by single containers, but must be sold in manufacturer pre-packaged multi unit quantities. APR 13 2006
3. No wine shall be sold with an alcoholic content of greater than 15% by volume except for "Dinner Wines" which have been aged two years or more and maintained in corked bottles.

This petition for conditional license is made pursuant to the provisions of Sections 23800 through 23805 of the Business and Professions Code and will be carried forward in any transfer at the applicant-premises.

Petitioner(s) agree(s) to retain a copy of this petition on the premises at all times and will be prepared to produce it immediately upon the request of any peace officer.

The petitioner(s) understand(s) that any violation of the foregoing condition(s) shall be grounds for the suspension or revocation of the license(s).

DATED THIS 4-12-2006 DAY OF 4-12, 2006.

LYTH ALHANOUSH Baan ALHANOUSH
Applicant/Petitioner

owner
Title

Pours Liquor
1141 13th Street
Imperial Beach, CA 91932

April 4, 2007

Subject: Removing the Condition of Selling Individual Alcoholic Beverages on license # 437697

To Whom It May Concern:

This letter is a request to remove the condition of selling individual alcoholic beverages at my place of business. I would like to sum up the reasons for this request:

1. As it is known to you, there are four other businesses in the same area that have the ability to sell individual beverages with the exception of Pours Liquor. This fact is increasingly causing a loss to my business.
2. I would like to also mention, that by refusing to sell the individual beverages, this causes my customers to have to cross the busy store. This jeopardizes their safety due to the fact that this street is extremely busy.
3. Not being capable of selling the individual beverages gives some customers the reason to steal them. This causes me to suffer while trying to get rid of the broken case sets. For instance, a six pack that only has five cans in it is almost impossible for me to sell. Secondly, I start arguing with the customers who think I am refusing to sell the individual containers to them.

Finally, I would like to mention that I have been in this business for more than 15 years and I have always respectfully complied with all regulations and rules affiliated with this business.

For all the reasons that I have stated above, I request you to look at my petition and consider my request. I thank you in advance for all your help with this.

Respectfully,


Lyth ALHANOUSH

Lyth Alhanoush
Owner of Pours Liquor
619 429 5574



San Diego County Sheriff's Department

Post Office Box 939062 • San Diego, California 92193-9062



William B. Kolender, Sheriff

53
William D. Gore, Undersheriff

CITY MANAGER/PERSONNEL
CITY CLERK OFFICES

July 24, 2007

Ms. Maritza Gonzalez
Licensing Representative
Alcohol Beverage Control
1350 Front Street, Rm. 5056
San Diego, CA 92101

Dear Ms. Gonzalez:

A thorough review was conducted into the request to have condition #2 removed from the Pours Liquor Store license. The follow-up investigation revealed the following:

- a) On July 19, 2007 Pours Liquor Store was cited for violating Section 25658(a), Business and Professions Code for selling, furnishing alcohol to a minor.
- b) Additionally, Pour's Liquor violated the existing condition placed on their license which prohibits the sale of single containers. The owners have recently petitioned to have this very condition removed from their license.

In the absence of any changed circumstances with regard to rationale for restrictions placed on the original application, the present request for lifting of those restrictions is denied.

If you have any further questions regarding this matter, please contact me at (619) 498-2402.

Sincerely,

WILLIAM B. KOLENDER, SHERIFF

Octavia T. Parker, Capt.

Octavia T. Parker, Captain
Imperial Beach Sheriff's Station

OTP/otp

RESOLUTION NO. 2007-6523

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, OPPOSING A CHANGE TO AN OFF SALE BEER & WINE LICENSE FOR POURS LIQUOR AT 1143 13TH STREET.

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, the Department of Alcoholic Beverage Control is considering a request to remove a condition to an "Off Sale Beer & Wine License at 1143 13th Street;" and

WHEREAS, that condition states, "beer, wine coolers and other malt beverages products cannot be sold by single containers but must be sold in manufacturer pre-packaged multi unit quantities;" and

WHEREAS, our City has a high concentration of businesses selling alcoholic beverages in the vicinity of 1143 13th Street; and

WHEREAS, our Sheriff's Department receives a high number of calls and investigates a high number of crimes, misdemeanors and traffic violations related to alcohol abuse; and

WHEREAS, the City Council does not wish to facilitate the easier sale of alcohol to irresponsible people and the sale of "singles" may result in such a sale.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that we are opposed to the removal of the condition that prohibits the sale of "singles" from the "Off Sale Beer & Wine License" at Pours Liquor, 1141 13th Street, Imperial Beach, California.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 1st day of August, 2007, by the following roll call vote:

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

JAMES JANNEY, MAYOR

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 Resolution No. 2007-6523 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, OPPOSING A CHANGE TO AN OFF SALE BEER & WINE LICENSE FOR POURS LIQUOR AT 1143 13TH STREET.

CITY CLERK

DRAFT

Date

Robert Olshaskie
Licensing Supervisor
Department of Alcohol Beverage Control
State of California
1350 Front Street, Room 5056
San Diego, CA 92101

RE: Alhanoush Baan
Alhanoush Lyth Poles
dba: Pours Liquor
1141 13th Street, Imperial Beach, CA 91932
File: 21-437697

Dear Mr. Olshaskie:

In response to your letter of July 10, 2007, we strongly request that you retain all the conditions on the alcohol beverage license for the above referenced licensee. (See Resolution No. 2007-6523.)

In his letter of April 4, 2007, Mr. Alhanoush requests the removal of "the condition of selling individual alcoholic beverages..." for three reasons. We believe the reasons are insufficient to make a change because our community already has a high concentration of convenience stores selling alcohol and a large proportion of crimes related to alcohol abuse. Also, Mr. Alhanoush's reference to "four other businesses in the area" selling "singles" illustrates the high concentration of alcohol selling sites in his vicinity.

Further, please note that conditions in the vicinity of 1141 13th Street have not substantially changed since April 12, 2006, when the applicant applied for the current license. Therefore, we do not wish to make the purchase of alcohol any easier by allowing the sale of singles at the subject site.

We're trying to carefully balance free enterprise with society's need to regulate the consumption of alcohol. In this case, we believe the correct balance comes down on the side of retaining the condition that states, "Beer, wine coolers and other malt

Robert Olshaskie
Department of Alcohol Beverage Control
Page 2

beverages products cannot be sold by single containers but must be sold in manufacturer pre-packaged multi unit quantities.”

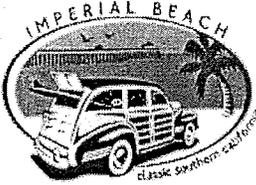
For all of the above reasons, we believe it is not prudent to change or modify the condition of the above-referenced license as requested by Mr. Alhanoush.

If you have any questions, please contact our Public Safety Director, Frank Sotelo at 619-423-8225.

Sincerely,

James C. Janney
Mayor

cc: City Council
City Manager



STAFF REPORT CITY OF IMPERIAL BEACH

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

MEETING DATE: AUGUST 1, 2007
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR
DAVID GARCIAS, CODE COMPLIANCE OFFICER

SUBJECT: 762 9th STREET – NOTICE OF SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS AND PROBATION VIOLATION.

BACKGROUND / DISCUSSION:

On July 18, 2007, Staff conducted a walk-up inspection and observed all of the below violations are present, and continue to be unabated.

1. **IBMC 1.16.010.U. "Visual Blight".**
 - Remove all of the junk, trash, and debris littered in the front, rear, and side yards.
2. **IBMC 1.16.010.G. Overgrown Vegetation.**
 - Cut down and remove all of the overgrown weeds and unsightly vegetation in the front, side, and rear yards.
3. **IBMC 8.36.040. Solid Waste – Declared Public Nuisance.**
 - Remove all of the garbage, discarded equipment, appliances, clothing, and furniture from the front, rear, and side yards.
4. **IBMC 8.50.050.K. Vehicles must be parked on a paved roadway or driveway.**
 - Remove the vehicles from the rear yard portion of your property. Vehicles must be parked on a paved roadway or driveway.
5. **IBMC 8.44.020. Inoperable or abandon vehicles may not be stored on property.**
 - Remove all the inoperable vehicles from the rear yard on the property.
6. **IBMC 8.50.050.I. Unsightly fences.**
 - Remove the unsightly fence from the front yard, beside the sidewalk.

FISCAL ANALYSIS:

Current assessment of \$500.00 in administrative costs for nuisance abatement proceedings pursuant to Imperial Beach Municipal Code Sections 1.16.190 and 1.16.240, civil penalties at \$50.00 per day per violation starting from April 16, 2007 to May 02, 2007, have accrued as follows:

1. April 16, 2007 to May 02, 2007 – 17 days (5 violation) @ \$50.00 per day per violation = **\$4,250.00**
2. Administrative Costs: **\$500.00**

3. Remaining probationary civil penalties held in abeyance for Years 3, 4, 5, and 6 (April 2007 to May 2010) of the amortization schedule detailed in Resolution #2004-5948, adopted on May 19, 2004 = **\$43,250.00**

NEW CIVIL PENALTIES: \$4,250.00
ADMINISTRATIVE COSTS: 500.00
PROBATIONARY CIVIL PENALTIES HELD IN ABEYANCE: + 43,250.00
TOTAL COSTS: \$48,000.00

EDCO Charges:

1. Owner Payment	(Credit) - \$180.00	
2. Delivery & Removal charges:	\$188.44	
3. First Container Dump charges:	\$109.85	(Weight: 2.610 tons of waste)
4. Container Movement charges:	\$146.95	
5. <u>Second Container Dump charges:</u>	<u>\$ 29.88</u>	<u>(Weight: 0.710 tons of waste)</u>
Total Owed:		\$295.12

DEPARTMENT RECOMMENDATION:

Staff recommends closing the public hearing, allowing staff time to seek legal action to compel the property owner to clean up the property.

Staff Recommends the Mayor and City Council:

1. Close the public hearing and staff will seek legal action to compel the property owner to clean up the property.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

cc: Maria & Cosme O. Zamora
762 9th Street
Imperial Beach, CA 91932

RETURN TO AGENDA

AGENDA ITEM NO. 7.1



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: AUGUST 1, 2007
ORIGINATING DEPT.: PUBLIC WORKS *HB*
SUBJECT: RESOLUTION AWARDED CONTRACT FOR TIJUANA RIVER
BACTERIA SOURCE IDENTIFICATION STUDY

BACKGROUND:

On March 21, 2007, City Council was advised that the City's "Tijuana River Bacteria Source Identification Study" project had been included in the Clean Beaches Task Force Recommended Projects List (RPL) using the Prop 50 Grant funds. The RPL was scheduled for adoption by the State Water Resources Control Board (SWRCB) at its meeting April 18, 2007. The City was subsequently advised that this project was approved by the SWRCB at their April 18, 2007 meeting.

DISCUSSION:

The City advertised for Requests For Qualifications (RFQ) from June 7, 2007 through July 5, 2007. The RFQ stated:

"The purpose of this request for qualifications (RFQ) is to provide the City with a consultant to design and implement a data collection and data integration plan to determine the sources of microbial pollutants in the Tijuana River and to identify potential remediation strategies. The focus of the study will be on the lowest reach of the river as it crosses into the United States from Mexico and discharges to the Pacific Ocean. The project has been recommended for funding under the State of California Clean Beaches Initiative Grant Program. Total project funding may be up to \$1,045,050.

Please note that this is an RFQ. The selected consultant will work closely with staff from the City of Imperial Beach and the State Water Resources Control Board, as well as members of the State's Clean Beaches Task Force, to develop and refine the scope of services for this project. **The City does not anticipate entering into a contract with the selected consultant until a work plan has been developed to the satisfaction of all three parties listed above.**"

On July 5, 2007, RFQ packages were received and opened. One company submitted a bid package: - Weston Solutions, Inc.

The Clean Beaches Task Force, SWRCB and City staff have reviewed the RFQ received from Weston Solutions, Inc. and found that Weston Solutions, Inc. is qualified to perform the task(s) identified in the RFQ.

ENVIRONMENTAL DETERMINATION:

This project is categorical exempt according to Section 15306 (Information Collection) of the California Environmental Quality Act and is determined not to have a significant effect on the environment.

FISCAL IMPACT:

This project will be funded from Clean Beaches Initiative Grant Program – Proposition 50. Once the work plan is completed and approved and the SWRCB and the City of Imperial Beach complete an agreement for the project performance, these funds will be released for payments to the contractor,

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. That the City staff, with the support of the SWRCB staff and Clean Beaches Task Force members, commence work immediately with Weston Solutions to develop the work plan for the Tijuana River Bacteria Source Identification Study.
3. That upon satisfactory conclusion of the work plan, City Council authorize the City Manager to enter into a contract with Weston Solutions, Inc. for the purpose of conducting the Tijuana River Bacteria Source Identification Study in accordance with the work plan approved by the City, with the support of the SWRCB and Clean Beaches Task Force, at a cost not to exceed the funding allotted by SWRCB from the Clean Beaches Initiative Grant, approximately \$1,045,050.
4. That the Public Works Director be designated to sign an agreement with the State of California for Clean Beaches Initiative Grant Funding for the purpose of conducting the Tijuana River Bacteria Source Identification Study as found in attachment 2.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution 2007-6524 Resolution authorizing the development of the work plan with Weston Solutions, Inc.
2. Resolution 2007-6525 Resolution authorizing entering into an agreement with the State of California and designating a representative to sign the agreement, et al.

RETURN TO AGENDA

RETURN TO AGENDA

RESOLUTION NO. 2007-6524

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDING THE CONTRACT FOR TIJUANA RIVER BACTERIA SOURCE IDENTIFICATION STUDY

The City Council of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, on March 21, 2007, City Council was advised that the City's "Tijuana River Bacteria Source Identification Study" project had been included in the Clean Beaches Task Force Recommended Projects List (RPL) using the Prop 50 Grant funds; and

WHEREAS, the City was subsequently advised that this project was approved by the State Water Resources Control Board (SWRCB) at their April 18, 2007 meeting; and

WHEREAS, the City advertised for Requests For Qualifications (RFQ) from June 7, 2007 through July 5, 2007; and

WHEREAS, on July 5, 2007 RFQ packages were received and opened; and

WHEREAS, one company submitted a bid package: - Weston Solutions, Inc.; and

WHEREAS, the Clean Beaches Task Force, SWRCB and City staff have reviewed the RFQ received from Weston Solutions, Inc. and found that Weston Solutions, Inc. is qualified to perform the task(s) identified in the RFQ; and

WHEREAS, this project will be funded from Clean Beaches Initiative Grant Program – Proposition 50; and

WHEREAS, once the Study work plan is completed by the Contractor and approved by the City and the SWRCB and the City of Imperial Beach have completed the agreement for the Clean Beaches Initiative (Proposition 50) funds use for the Tijuana River Bacteria Source Identification Study, the Proposition 50 funds will be released for payments to the contractor.

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 staff, with the support of the SWRCB staff and Clean Beaches Task Force members, is authorized to commence work immediately with Weston Solutions to develop the work plan for the Tijuana River Bacteria Source Identification Study.
3. The City Manager is authorized to enter into a contract with Weston Solutions, Inc. for the purpose of conducting the Tijuana River Bacteria Source Identification Study in accordance with the work plan approved by the City staff, with the support of SWRCB and Clean Beaches Task Force, at a cost not to exceed the funding allotted by SWRCB from the Clean Beaches Initiative Grant, approximately \$1,045,050.
4. That the City Manager is not authorized to disperse any funds for this project until the Project work plan is approved by the City and Clean Beaches Funds have been received from the State.
5. The Public Works Director be designated to sign an agreement with the State of California for Clean Beaches Initiative Grant Funding for the purpose of conducting the Tijuana River Bacteria Source Identification Study.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 1st day of August 2007, 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 exact copy of Resolution No. 2007-6524 – A Resolution of the City Council of the City of Imperial Beach, California, Awarding the Contract for Tijuana River Bacteria Source Identification Study

CITY CLERK

DATE

RETURN TO AGENDA

RETURN TO AGENDA

RESOLUTION NO. 2007-6525

A RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA AND DESIGNATING A REPRESENTATIVE TO SIGN THE AGREEMENT, AND ANY AMENDMENTS THERETO, FOR THE TIJUANA RIVER BACTERIA SOURCE IDENTIFICATION STUDY PROJECT

Whereas, the Council authorizes City of Imperial Beach to enter into an Agreement with the State of California;

Whereas, the Council authorizes the Director of Public Works, or designee, to sign the Agreement, and any amendments thereto;

Whereas, the Project shall demonstrate the capability of contributing to sustained long term water quality or environmental restoration or protection benefits for a minimum period of 20 years after completion of the Tijuana River Bacteria Source Identification Study Project; and

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. Public Works Director, or designee, is hereby designated as the City's authorized representative to sign the Agreement and any amendments thereto.

PASSED APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 1st day of August 2007, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

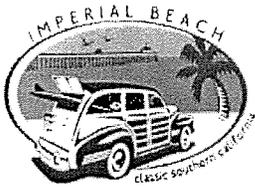
JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2007-6525 – A Resolution of the City Council of the City of Imperial Beach, California, Authorizing Entering Into An Agreement With The State Of California And Designating A Representative To Sign The Agreement, And Any Amendments Thereto, For The Tijuana River Bacteria Source Identification Study Project

CITY CLERK

DATE

RETURN TO AGENDA



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: AUGUST 1, 2007

ORIGINATING DEPT.: PUBLIC WORKS *Had*

SUBJECT: RESOLUTION FOR CAPITAL IMPROVEMENTS PROGRAM
BUDGET AMENDMENT AND AWARDED CERTAIN PUBLIC
WORKS CONTRACT – FIRE DEPARTMENT STATION
REMODEL (CIP F05-204)

BACKGROUND:

The Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution no. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 - included CIP Project F05-204 "Fire Department Station Remodel." The CIP project proposed to renovate and remodel the fire station living quarters on the second floor. This required the demolition of the existing sleeping quarters and shower/restroom areas. New facilities would include separate sleeping rooms for each on-duty personnel, separate shower stalls and separate toilet and sink areas. The project description also included a kitchen remodel and a customer service counter remodel. Finally the project description included the installation of a drain connection to the sewer from the southern approach pad. The Project was funded for CIP Years 2 and 3 (FY 2005/2006 and 2006/2007).

Additional improvements to the fire station listed separately were CIP F05-205, "Upgrade Fire Department Fire Alarm System," CIP F05-206, "Fire Department Hose [drying] Rack" installation and CIP F05-207, "Fire Department Ramp Drain Connection.

Resolution 2006-6329 withdrew general fund funds from these four projects as follows:

- CIP F05-204 - \$36,000 of \$203,000 allocated leaving a total project balance of \$167,000.
- CIP F05-205 - \$17,000 of \$17,000 allocated leaving a total project balance of \$0.00.
- CIP F05-206 - \$9,000 of \$9,000 allocated leaving a total project balance of \$0.00.
- CIP F05-207 - \$22,000 of \$22,000 allocated leaving a total project balance of \$0.00.

Thus, from the \$251,000 total Fire Department Station improvements funds originally allocated, \$167,000 of funding remained. The remaining \$167,000 was RDA Tax Increment Non-housing funds.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt Resolution R-07-130, Budget Amendment to the Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution no. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 adding \$195,,000.00 RDA Tax Increment Non-housing funds to the “Fire Department Station Remodel” CIP F05-204.
3. Adopt Resolution R-07-129 awarding the contract to the lowest qualified bidder – APC Inc.

CITY MANAGER’S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution R-07-129, Budget Amendment
2. Resolution R-07-130, Awarding Contract

RETURN TO AGENDA

RESOLUTION NO. R-07-129

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING BUDGET AMENDMENT TO FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET FISCAL YEAR 2004/2005 THROUGH FISCAL YEAR 2008/2009 ADOPTED BY RESOLUTION NO. 2005-6089 AND AS AMENDED DECEMBER 7, 2005 – RESOLUTION 2005-6253; CIP PROJECT F05-204 “FIRE DEPARTMENT STATION REMODEL”

The Redevelopment Agency of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, Capital Improvement Program Project F05-204 “Fire Department Station Remodel” request for proposals was advertised June 21, 2007; and

WHEREAS, Capital Improvement Program Project F05-204 “Fire Department Station Remodel” bids were opened at an advertised public meeting July 12, 2007 at 2:00 p.m.; and

WHEREAS, the lowest qualified bid was submitted by APC, Inc. at a bid price of \$279,180.00; and

WHEREAS, the approved budget in Resolution 2005-6253 after the adoption of Resolution 2006-6329 removing the General Fund funds was \$167,000.00; and

WHEREAS, the total estimated cost of the project is \$362,000.00; and

WHEREAS, adopted budget for the Fire Department Station Remodel is \$195,000.00 less than the estimated cost of the project; and

WHEREAS, this shortfall can be covered through a budget amendment using undesignated Redevelopment Agency Tax Increment non-housing funds.

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

1. The above recitals are true and correct.
2. This legislative body approves a budget amendment of \$195,000 using undesignated RDA Tax Increment Non-housing funds to the Capital Improvement Program Project F05-204 “Fire Department Station Remodel.”

PASSED, APPROVED, AND ADOPTED by the Redevelopment Agency of the City of Imperial Beach at its meeting held on the 1st day of August 2007, by the following roll call vote:

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

JAMES C. JANNEY, CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, CMC
SECRETARY

I, Secretary of the RDA Board of the Imperial Beach Redevelopment Agency do hereby certify the foregoing to be a true and exact copy of Resolution No. R-07-129 – A Resolution of the Redevelopment Agency of the City of Imperial Beach, California, Approving Budget Amendment to Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 Through Fiscal Year 2008/2009 Adopted by Resolution No. 2005-6089 and as Amended December 7, 2005 – Resolution 2005-6253; CIP Project F05-204 "Fire Department Station Remodel"

CITY CLERK

DATE

RESOLUTION NO. R-07-130

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – FIRE DEPARTMENT STATION REMODEL – CIP F05-204

The Redevelopment Agency of the City of Imperial Beach does hereby resolve as follows:

WHEREAS, the City of Imperial Beach did advertise and request bids for the Fire Department Station Remodel, CIP F05-204; and

WHEREAS, the final date for submitting proposals was July 12, 2007; and

WHEREAS, proposals were opened on July 12, 2007 at an advertised public meeting; and

WHEREAS, the lowest bid was submitted by CDM Construction, Inc., in the amount of \$272,922; and

WHEREAS, CDM Construction, Inc.'s bid failed to include a list of the names and locations of the subcontractors intended to be used and CDM Construction, Inc. in fact intends to use subcontractors; and

WHEREAS, the bid documents and Public Contracts Code section 4100 et seq, the Subletting and Subcontracting Fair Practices Act (the "Act"), require the listing of subcontractors who will perform work or labor to the prime contractor in excess of one-half of 1 percent of the prime contractor's total bid; and

WHEREAS, the purpose of the Act is to prevent bid shopping and bid peddling and ensure fair competition among prime contractors and subcontractors and protect the public interest; and

WHEREAS, the lowest responsive, qualified, responsible bid was submitted by APC Inc., in the amount of \$279,180.00;

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Imperial Beach ("Agency") as follows:

1. The above recitals are true and correct.
2. The Agency hereby rejects all proposals for bids except that identified as the lowest responsible bid. CDM Construction, Inc.'s bid is rejected for being non-responsive. CDM Construction, Inc.'s failure to list subcontractors provides it with an unfair competitive advantage and therefore such failure constitutes a significant, material defect that cannot be waived. CDM Construction, Inc.'s bid protest is rejected.
3. The bid of the lowest, responsible qualified bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. 2220.
4. The Contractor shall not commence construction or order equipment until he has received a Notice to Proceed.
5. The works of improvements shall be constructed in the manner and form and in compliance with the requirements as set forth in the plans and specifications for the project.

PASSED, APPROVED, AND ADOPTED by the Redevelopment Agency of the City of Imperial Beach at its meeting held on the 1st day of August 2007, by the following roll call vote:

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

JAMES C. JANNEY, CHAIRPERSON

ATTEST:

JACQUELINE M. HALD, CMC
SECRETARY

I, Secretary of the RDA Board of the Imperial Beach Redevelopment Agency do hereby certify the foregoing to be a true and exact copy of Resolution No. R-07-130 – A Resolution of the Redevelopment Agency of the City of Imperial Beach, California, Awarding a Contract for Certain Public Works Project – Fire Department Station Remodel – CIP F05-204

CITY CLERK

DATE



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: August 1, 2007
ORIGINATING DEPT: Office of the City Manager

SUBJECT: Request for Ad Hoc Council Committee

BACKGROUND & DISCUSSION:

Staff has received two proposals for development of the southwest corner of 9th and Palm Avenue. One proposal is for housing and retail uses. The other is for retail and office uses.

We're conducting preliminary reviews and asking questions to clarify the proposals. We believe it would be helpful to work on the review of the proposals with an ad hoc Council Committee of two Councilmembers.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

RECOMMENDATION:

We request the Mayor appoint two Councilmembers to act as an Ad Hoc Committee on the redevelopment of the 9th/Palm area and work with staff on the review of proposals in preparation for recommendations to City Council.

A handwritten signature in black ink, appearing to read 'Gary Brown', is written over a horizontal line.

Gary Brown, City Manager