



# A G E N D A



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

**IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

**APRIL 16, 2014**

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

**REGULAR MEETING – 6:00 P.M.**

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

The City of Imperial Beach is endeavoring to be in total compliance with the Americans with Disabilities Act (ADA). If you require assistance or auxiliary aids in order to participate at City Council meetings, please contact the City Clerk's Office at (619) 628-2347, as far in advance of the meeting as possible.

**REGULAR MEETING CALL TO ORDER**

**ROLL CALL BY CITY CLERK**

**PLEDGE OF ALLEGIANCE**

**AGENDA CHANGES**

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

**COMMUNICATIONS FROM CITY STAFF**

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

**PRESENTATIONS (1)**

None.

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

**2.1 MINUTES.**

Recommendation: Approve the minutes of the March 19, 2014 Regular City Council Meeting.

***Continued on Next Page***

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

## **CONSENT CALENDAR (Continued)**

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

Recommendation: Ratify the following registers: Accounts Payable Numbers 84296 through 84388 with a subtotal amount of \$259,887.05 and Payroll Checks/Direct Deposits 45826 through 45850 for a subtotal amount of \$126,915.35 for a total amount of \$386,802.40.

### **2.3 MODIFICATION TO ADMINISTRATIVE PROCEDURE AND COMMUNITY OUTREACH OPPORTUNITIES. (0100-90)**

Recommendation: Without descent from members of City Council, Staff will complete the necessary modifications to the administrative procedure and move forward with opportunities as indicated in the staff report.

### **2.4 RESOLUTION NO. 2014-7474 PROCLAIMING SUPPORT FOR SAN DIEGO'S BID TO HOST THE 2024 SUMMER OLYMPIC AND PARALYMPIC GAMES. (0150-10)**

Recommendation: Adopt resolution.

### **2.5 AUTHORIZATION TO SUBMIT A 2014 ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT APPLICATION FOR THE BIKEWAY VILLAGE BAYSHORE BIKEWAY ACCESS ENHANCEMENT PROJECT. (0600-20 & 0680-20)**

Recommendation: That the City Council supports and authorizes the submittal of an application for 2014 Active Transportation Program funding.

## **ORDINANCES – INTRODUCTION/FIRST READING(3)**

None.

## **PUBLIC HEARINGS (4.1-4.2)**

### **4.1 PUBLIC HEARING AND RESOLUTION NO. 2014-7473 CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE LEVY OF THE ANNUAL ASSESSMENT IN A SPECIAL MAINTENANCE DISTRICT (AD 67M). (0345-10)**

Recommendation:

1. Open the Public Hearing;
2. Receive public comment / protests;
3. If Council wishes to proceed, close the public hearing; and
4. Approve and adopt resolution.

### **4.2 PUBLIC HEARING ON RESOLUTION NO. 2014-7472 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2014-2015. (0680-95)**

Recommendation:

1. Open the Public Hearing;
2. Receive report and take public testimony;
3. Close the Public Hearing; and
4. Adopt Resolution 2014-7472 establishing a \$2,254 Regional Transportation Congestion Improvement Plan Fee for each new residential dwelling unit.

## **REPORTS (5.1-5.7)**

### **5.1 PROPOSED BSA EAGLE SCOUT PROJECT PRESENTATION. (0940-10)**

Recommendation:

1. Receive report;
2. Receive a presentation from Mr. Sennett regarding the proposed improvements;
3. Comment and direct staff and Mr. Sennett regarding the design of the proposed project; and
4. Authorize the City Manager to sign the Eagle Project plan for Mr. Sennett to continue the project development and construction as approved by City Council and City staff.

### **5.2 DISCUSSION OF A PROPOSED PROJECT FOR IMPROVEMENTS TO ELM AVENUE (4<sup>TH</sup> TO 7<sup>TH</sup> STREETS) AND APPROVAL TO APPLY FOR A CALTRANS ACTIVE TRANSPORTATION GRANT FOR THESE IMPROVEMENTS. (0150-30 & 0720-25)**

Recommendation:

1. Receive this report;
2. Hear the presentation by City Engineer and City Staff on the proposed project design;
3. Approve the project plan as proposed or modified by City Council; and
4. Authorize staff to prepare a CALTRANS Active Transportation Grant proposal for submission before May 21, 2014 for the construction of improvements for mutual pedestrian, bicycle and vehicle accommodations between 4th and 7th Streets adjacent to Mar Vista High School, South Bay Union School District and Imperial Beach School.

### **5.3 COUNTY OF SAN DIEGO (APPLICANT); PRELIMINARY REVIEW FOR THE DEMOLITION OF AN EXISTING LIBRARY AND CONSTRUCTION OF A NEW PUBLIC LIBRARY AT 810 IMPERIAL BEACH BOULEVARD (APN 626-400-54-00). MF 1067. (0150-20 & 0600-20)**

Recommendation:

1. Receive report and entertain public testimony;
2. Provide comments on the project proposal and provide direction on the parking options. These comments would be incorporated into the County's Request for Proposal for the Imperial Beach Library. Items of consideration may include the following:
  - Design (color, materials, height, signage, landscaping, etc.)
  - Parking (location, signage, access, term for shared-parking)
  - Transportation demand management strategies (i.e. bicycle parking)
  - Entrance off of Imperial Beach Boulevard
  - Patio off of Imperial Beach Boulevard
  - Marina Vista Center design integration
  - Marina Vista Center programs

***Continued on Next Page***

**REPORTS (Continued)**

- 5.4 CONSIDERATION OF AN OPERATING AGREEMENT WITH THE BOYS & GIRLS CLUB AND A FIELD USE AGREEMENT WITH IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE TO MAINTAIN AND OPERATE RECREATIONAL FACILITIES OWNED BY THE CITY OF IMPERIAL BEACH AND ADOPTION OF RESOLUTIONS 2014-7470 AND 2014-7471 AUTHORIZING EXECUTION OF THE AGREEMENTS. (0130-08, 0130-20 & 0920-40)**

Recommendation: That the City Council adopt Resolution No. 2014-7470 authorizing the City Manager to execute an agreement with the Boys & Girls Club to operate and maintain the Imperial Beach Recreation Center, Skate Park, Tot Lot and associated amenities. Staff is further seeking approval of Resolution No. 2014-7471 authorizing the City Manager to execute an agreement with the Imperial Beach Little League and the Imperial Beach Girls Softball League to use and maintain the ball fields at the Sports Park facility.

- 5.5 CITY COUNCIL BRIEFING NO. 1 – PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN. (0620-90)**

Recommendation: That the City Council receives City Council Briefing No. 1 on the Master Plan and provides input, comments and/or direction.

- 5.6 RESOLUTION NO. 2014-7468 AFFIRMING THE FISCAL YEAR 2014/2015 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE NO. 2013-1138 ON MAY 15, 2013. (0830-95)**

Recommendation:

1. Receive report and
2. Adopt Resolution No. 2014-7468 affirming the 1.6% average increase in sewer rates for all customer classes.

- 5.7 POLICY DISCUSSION: CREATION OF A PARKS AND RECREATION COMMITTEE. (0120-80)**

Recommendation: That the City Council conduct a policy discussion in relation to the potential creation of a Parks and Recreation Committee and provide direction to staff of whether to proceed with the modifications to municipal policies that would enable and authorize the new committee.

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

None.

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

**ADJOURN REGULAR MEETING**

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

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

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

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/s/  
Jacqueline M. Hald, MMC  
City Clerk

**MINUTES**

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

**MARCH 19, 2014**

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

***REGULAR MEETING – 6:00 P.M.***

**REGULAR MEETING CALL TO ORDER**

MAYOR JANNEY called the Regular City Council meeting to order at 6:00 p.m.

**ROLL CALL BY CITY CLERK**

Councilmembers present:	Spriggs, Bragg
Councilmembers absent:	Bilbray
Mayor Present:	Janney
Mayor Pro Tem Present:	Patton
Staff Present:	City Manager Hall, City Attorney Lyon, City Clerk Hald, Assistant City Manager Wade, Administrative Services Director Bradley

**PLEDGE OF ALLEGIANCE**

MAYOR JANNEY led the Pledge of Allegiance.

**AGENDA CHANGES**

None.

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

COUNCILMEMBER BRAGG announced that California Assembly Speaker-Elect Toni Atkins will honor former Councilmember Mayda Winter at a Women of the Year awards ceremony.

MAYOR JANNEY recognized California Assembly Speaker-Elect Toni Atkins for the positive ways she has helped the City. He spoke about efforts to change representation on the Sweetwater Union High School District Board by forming districts. He announced that in the report released last week by the San Diego Taxpayers Association, Imperial Beach was recognized for having the lowest pension cost per capita, the lowest pension debt per capita and lowest pension cost per household. It was also noted that the City of Imperial Beach's pension liability is 85% funded.

**COMMUNICATIONS FROM CITY STAFF**

None.

**PUBLIC COMMENT**

ED KRAVITZ congratulated City Council for streaming City Council meetings on the Internet. He asked City Council to consider a NEPA and CEQA study to create an easement for the Coronado Beltline and he spoke about his desire to bring a rail line to Imperial Beach.

MARCUS BOYD spoke about safe access for those who need medical marijuana and about a cancer patient who was arrested by Sheriff's deputies for possessing cannabis (additional speaking time donated by HEIDY VERA, MICHAEL RAMIREZ and CYNTHIA MORALES).

THEODORE MACK complained about the speed Navy personnel are driving on Silver Strand Blvd. as they enter and exit the Navy Base and he expressed concern about the safety of children and residents in the area. He also spoke in support for expanding the area to allow for short term vacation rentals.

KAYLI DAVIDSON spoke in support for expanding the area to allow for short term vacation rentals and requested consideration of the item on a future City Council agenda.

SALLY ONEILL spoke in support for short term vacation rentals.

CHUCK QUISENBERRY asked City Council to keep in mind that cars are the main form of transportation when they consider reduction of lanes and parking spaces

ERIKA LOWERY announced that the I.B. Collaborative meets on the first Mondays of the month, the IBWC will hold a Citizens Forum on March 27 and I.B. Beautiful hosts the Farmers Market on Fridays.

JOHN ROCHE spoke in support for the train concept that was mentioned by a previous public speaker. He thanked City Council for addressing the issue of unpaved alleys and he recommended consideration of paving them with asphalt rather than concrete due to lower costs. He expressed concern that potholes may make it difficult for an ambulance to navigate through the alleys and suggested that gravel be used to fill in the potholes temporarily.

## **PRESENTATIONS (1.1)**

### **1.1 UPDATE ON NAVAL FACILITIES BY U.S. NAVAL CAPTAIN CHRISTOPHER SUND. (0620-80)**

CHRISTOPHER SUND, U.S. NAVAL CAPTAIN, gave a PowerPoint presentation on the item. He spoke about the following: the noise complaint process allowing citizens to inform the Navy about helicopter or aircraft operations that make noise in the community, the Naval Base Coronado Commuter marketing plan to reduce traffic congestion, reduce greenhouse gas emissions and help military personnel find alternative ways to get to work; and gave an update on the Coastal Campus project. In response to concerns about heavy traffic, he stated that the bases are experiencing an all time high by commuters and the Navy has addressed traffic by staggering working hours of the largest tenants.

BRUCE SHAFFER, Community Plans and Liaison, reported that over 1,000 people participate in the transportation incentive program which encourages people to carpool and vanpool.

CAPT. SUND also stated that although operations have increased at North Island, operations are well below the environmental impact study limits. He also noted that there are self-imposed course rules to keep aircraft over unpopulated areas. With regard to the Coastal Campus project, he stated that he does not have the exact dates of the review process but he anticipates sharing them with the City as soon as he has them. He also stated that there are no plans to change the beach line at this time (area located north of Palm Ave.). With regard to the concerns raised about traffic, he stated that the Department of Defense civilians who work

regular shifts and working hours are the target for staggered work hours, not the sailors.

MAYOR JANNEY spoke about the close connection between the community and the U.S. Navy and he asked CAPT. Sund to consider the traffic/speeding complaint voiced by the public speaker.

**CONSENT CALENDAR (2.1-2.8)**

ED KRAVITZ expressed concern about approving the Warrant Register without holding a discussion about the expenditures. He spoke in support for having more items deliberated on and fewer items on the Consent Calendar.

**MOTION BY PATTON, SECOND BY SPRIGGS, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.8. MOTION CARRIED BY THE FOLLOWING VOTE:**

**AYES: COUNCILMEMBERS: BRAGG, SPRIGGS, PATTON, JANNEY**  
**NOES: COUNCILMEMBERS: NONE**  
**ABSENT: COUNCILMEMBERS: BILBRAY**

**2.1 MINUTES.**

Approved the minutes of the February 5, 2014 Regular City Council Meeting.

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

Ratified the following registers: Accounts Payable Numbers 84125 through 84214 with a subtotal amount of \$1,293,662.57 and Payroll Checks/Direct Deposits 45777 through 45798 for a subtotal amount of \$120,684.97 for a total amount of \$1,414,347.54.

**2.3 RESOLUTION NO. 2014-7463 APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITH SPECIAL ASSESSMENT DISTRICT AD-67M. (0345-10)**

1. Received report and
2. Approved and adopted resolution.

**2.4 RESOLUTION NO. 2014-7464 DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON. (0345-10)**

1. Received report and
2. Approved and adopted the proposed resolution.

**2.5 ADOPTION OF RESOLUTION NO. 2014-7460 ACCEPTING THE FISCAL YEAR 2012 STATE HOMELAND SECURITY PROGRAM REALLOCATIONS OF \$33,677 TO REIMBURSE THE CITY FOR THE PURCHASE OF (4) FIELD KITS: USAR TASK FORCE RIGGING; WATER RESCUE EQUIPMENT; CONFINED SPACE; AND CONCRETE SAW FOR THE FIRE-RESCUE DEPARTMENT; AND APPROPRIATING \$33,677 TO FUND THE EXPENDITURES RELATED TO THE FIELD KITS. (0250-05 & 0390-86 & )**

Adopted resolution.

**2.6 ADOPTION OF RESOLUTION 2014-7461 AMENDING CITY COUNCIL POLICY 420 THAT ESTABLISHES THE IMPERIAL BEACH FUND BALANCE RESERVE POLICY. (0300-95 & 0410-95)**

Adopted resolution.

**2.7 SECOND READING AND ADOPTION OF ORDINANCE NO. 2014-1144, AMENDING CHAPTER 10.28.020, SPECIAL SPEED ZONE DESIGNATED. ( 0750-60 & 0750-95)**

The City Council approved the reading by title, waived the reading in full and adopted Ordinance No. 2014-1144.

**2.8 RESOLUTION NO. 2014-7465 TO CONFIRM THE REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM (RTCIP) PROJECT PLAN ADOPTED IN MARCH 2008. (0680-95)**

1. Received report and
2. Adopted resolution.

COUNCILMEMBER SPRIGGS commented that he has requested additional information on larger items appearing on the Warrant Register at previous City Council meetings. He noted that City Council reviews the Warrant Registers, that every line item on the Warrant Register is published and that members of the public are able to pose questions.

MAYOR JANNEY expressed appreciation for Councilmember Spriggs' continuing efforts to address the Warrant Register.

**ORDINANCES – INTRODUCTION/FIRST READING(3)**

None.

**PUBLIC HEARINGS (4)**

None.

**REPORTS (5.1)**

**5.1 FISCAL YEAR 2013-2014 (FY2014) MID-YEAR BUDGET UPDATE, FISCAL YEAR 2012-2013 (FY2013) AUDIT UPDATE AND CONSIDERATION OF RESOLUTION NO. 2014-7459 ADOPTING AND APPROVING PERSONNEL ADJUSTMENTS AND ADJUSTING THE FISCAL YEARS 2014-2015 BUDGET AND ADJUSTING THE FISCAL YEARS 2014-2015 SALARY & COMPENSATION PLAN ALLOCATING RECOMMENDED PERSONNEL CHANGES. (0310-10, 0330-30, 0510-20 & 0520-75)**

CITY MANAGER HALL gave a PowerPoint presentation on the item. In response to concerns raised by City Council, he stated that the proposed personnel changes are within the budget, an existing employee or a new employee will have to demonstrate that they have the ability to do the job, and that the total compensation value for each position was considered. He also explained the plans for managing information technology. He further stated that rather than being the training ground for other cities, we can offer employees stability and opportunities for growth.

COUNCILMEMBER SPRIGGS spoke about how internship positions can benefit the City. He also stated that it is an opportunity for the City to provide students with learning and working experiences.

In response to Mayor Janney's question about how revenues are monitored, CITY MANAGER HALL stated that sales tax first goes to the state then 1% is dispersed back to the City (approximately 4 to 5 months behind the actual generation of the tax). He also reported that TOT is approximately \$200,000 ahead of what was expected. In response to concerns and questions raised about TOT (i.e. possibility of increasing the rate, tracking and appropriately collecting revenue, amount collected, and areas where short term rentals are allowed or not allowed), he stated that staff will return to City Council with the information requested.

MAYOR JANNEY stated that since the final audit is not available, it will not be received tonight. He asked staff to bring it forward for City Council's consideration at a future meeting.

**MOTION BY BRAGG, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2014-7459 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING AND APPROVING PERSONNEL ADJUSTMENTS AND ADJUSTING THE FISCAL YEARS 2014-2015 BUDGET AND AMENDING THE FISCAL YEARS 2014-2015 SALARY AND COMPENSATION PLAN ALLOCATING RECOMMENDED PERSONNEL CHANGES. MOTION CARRIED BY THE FOLLOWING VOTE:**

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>	<b>BRAGG, SPRIGGS, PATTON, JANNEY</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>	<b>BILBRAY</b>

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

None.

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

None.

**ADJOURN REGULAR MEETING**

MAYOR JANNEY adjourned the meeting at 7:38 p.m.

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James C. Janney, Mayor

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Jacqueline M. Hald, MMC  
City Clerk



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: APRIL 16, 2014  
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *DSB*  
SUBJECT: RATIFICATION OF WARRANT REGISTER

**EXECUTIVE SUMMARY:**

Approval of the warrant register in the amount of \$ 259,887.05 and the payroll checks in the amount of \$126,915.35.

**BACKGROUND:**

None

**ANALYSIS:**

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

Vendor: \_\_\_\_\_ Check: \_\_\_\_\_ Amount: \_\_\_\_\_ Description: \_\_\_\_\_

The following registers are submitted for Council ratification:

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
84296-84356	03/28/2014	\$ 201,610.99
84357-84388	04/03/2014	\$ 58,276.06
	<b>Sub-Total</b>	<b>\$ 259,887.05</b>
<u>Payroll Checks/Direct Deposit</u>		
45826-45850	P.P.E. 3/20/14	\$ 126,915.35
	<b>Sub-Total</b>	<b>\$ 126,915.35</b>
	<b>TOTAL</b>	<b>\$ 386,802.40</b>

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

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

Attachments:

1. Warrant Register

## City of Imperial Beach

Warrant Register Back-up  
March 28 & April 03, 2014

	Actual	Notes
<b>PROFESSIONAL SERVICES</b>		
URBAN CORPS OF SAN DIEGO COUNTY	\$ 25,865	Bayshore Bikeway Access Landscape Installation
ACTION AIR-CONDITIONING HEATING	\$ 17,475	Clean and Green-474 CITRUS AVENUE
ATKINS NORTH AMERICA, INC.	\$ 15,883	700 block 10th St 30% Engineering Drawings
WEST COAST APPLIANCE SERVICES, INC.	\$ 13,965	Clean and Green-1152 9TH STREET
KENNEY ROOFING	\$ 7,080	Clean and Green-425 8TH STREET
KOA CORPORATION	\$ 3,069	13th st/Iris Ave ADA Ramp Drawings
HINDERLITER, DELLAMAS & ASSOCIATES	\$ 3,000	Sales Tax Audit
TRENTMAN CORPORATION	\$ 1,112	Right Arrow Merge Stencil.
ROBERTSON'S	\$ 1,021	Date & Seacoast Sidewalk Replacement.
SHARP REES-STEALY MEDICAL CNTR	\$ 915	
MISCELLANEOUS VENDOR	\$ 500	
CYNTHIA TITGEN CONSULTING, INC.	\$ 231	
JACQUELINE SUE STENZEL	\$ 214	
GOOGLE, INC.	\$ 211	
EL TAPATIO INC	\$ 129	
LEAGUE OF CALIF CITIES	\$ 100	
KIM A. MIKHAEL	\$ 50	
<b>OPERATING SUPPLIES</b>	<b>\$ 39,561</b>	
<b>ATTORNEY SERVICES</b>		
KANE, BALLMER & BERKMAN	\$ 21,588	
MCDUGAL LOVE ECKIS &	\$ 9,387	
<b>TECHNICAL SERVICES</b>		
GOVERNMENTJOBS.COM, INC	\$ 7,000	Advertising for job openings.
JANI-KING OF CALIFORNIA, INC.	\$ 3,471	Janitorial service.
PARTNERSHIP WITH INDUSTRY	\$ 2,147	
BAY CITY ELECTRIC WORKS	\$ 1,380	Load test.
COUNTY OF SAN DIEGO	\$ 1,301	FEB 2014 PARKING PENALTY
BOB HOFFMAN VIDEO PRODUCTION	\$ 972	DVD setup, adjustments.
SHARP REES-STEALY MEDICAL CNTR	\$ 965	
CORODATA MEDIA STORAGE, INC.	\$ 127	
AGRICULTURAL PEST CONTROL	\$ 95	
ED VEA, PETTY CASH CUSTODIAN	\$ 22	
<b>PAYROLL LIABILITIES P/R DEFERRED COMP</b>	<b>\$ 11,631</b>	Employee deferred compensation
<b>TEMPORARY STAFFING</b>	<b>\$ 9,426</b>	(3) Temporary staff
<b>LIABILITIES-DEPOSITS BUILDING DEPOSITS/BC</b>	<b>\$ 8,834</b>	
<b>ATTORNEY SERVICES-OTHER</b>		
MCDUGAL LOVE ECKIS &	\$ 8,227	
UTILITIES-WATER	\$ 7,616	
LIABILITIES-DEPOSITS DEVELOPER DEPOSITS	\$ 5,265	
VEHICLE OPERATE-FUEL/OIL	\$ 5,166	Monthly fuel bill.
OTHER SERVICES & CHARGES	\$ 4,437	Operating supplies for the City.
SALARIES PART-TIME	\$ 3,449	(1) IT Staff
TRAVEL, TRAINING, MEETING	\$ 3,446	
PAYROLL LIABILITIES P/R EMPLOYEE ASSOC D	\$ 3,165	
PAYROLL LIABILITIES PARS EMPLOYEE CONTR	\$ 2,225	
PAYMENT OF CLAIMS	\$ 1,991	Liability claim paid.
MAINTENANCE & REPAIR	\$ 1,425	Misc maintenance
PAYROLL LIABILITIES P/R VOLUNTARY LIFE IN	\$ 817	
SMALL TOOLS/NON-CAPITAL	\$ 748	
PAYROLL LIABILITIES P/R DENTAL INSURANCE	\$ 630	
RENT-UNIFORMS	\$ 512	
LIABILITIES-DEPOSITS ADMINISTRATIVE FEES	\$ 500	
LIABILITIES-DEPOSITS MISCELLANEOUS DEPOS	\$ 500	
OFFICE SUPPLIES	\$ 312	
VEHICLE OPERATE-PARTS M&O	\$ 246	
SECURITY & ALARM	\$ 245	
ADVERTISING	\$ 175	
PRINTING SERVICES	\$ 149	
UTILITIES-CELL PHONES	\$ 133	
SUBSCRIBE & PUBLICATIONS	\$ 129	
SPECIAL EVENT PERMIT FEES	\$ 75	
TRAFFIC CONTROL	\$ 60	
UTILITIES-TELEPHONE	\$ 47	
FEES & LICENSES	\$ 41	
MISCELLANEOUS PERMITS	\$ 36	
PAYROLL LIABILITIES P/R COMPUTER LOAN P	\$ 16	
EMPLOYEE RECOGNITION AWRD	\$ 15	
SB 1186 DISABILITY ACCESS	\$ (1)	Release of Claims
COM/FIRE INSPECTION FEES	\$ (100)	Release of Claims
FINANCE ADMIN FEES	\$ (138)	Release of Claims
BUSINESS LICENSE	\$ (176)	Release of Claims
BUSINESS IMPROVEMENT DIST BUSINESS IMI	\$ (220)	Release of Claims
<b>Grand Total</b>	<b>\$ 259,887</b>	

PREPARED 04/07/2014, 7:37:19  
PROGRAM: GM350L  
CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR  
FROM 03/21/2014 TO 04/06/2014

PAGE 1  
BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
03/28/2014 217-1240-413.20-06	84296	ACTION AIR-CONDITIONING HEATIN 03/18/2014	2559	C&G-474 CITRUS AVENUE 339778	140738	09/2014	17,475.00 17,475.00
03/28/2014 101-0000-321.72-10 101-0000-371.83-09 101-0000-325.73-06 101-0000-324.73-01	84297	ADRIANA ESTRELLA 03/27/2014 03/27/2014 02/05/2014 02/05/2014	2	OL REFUNDS 0011828 OL REFUNDS 0011828 REFUND SPECIAL EVENT 4290 REFUND SOUND PERMIT 4290		09/2014 09/2014 09/2014 09/2014	165.00 53.00 1.00 75.00 36.00
03/28/2014 101-0000-209.01-13 101-0000-209.01-13	84298	AFLAC 03/13/2014 03/27/2014	120	PAYROLL AP PPE 3/06/14 20140313 PAYROLL AP PPE 3/20/14 205561		09/2014 09/2014	716.98 358.49 358.49
03/28/2014 101-3020-422.30-01	84299	AMERICAN MEDICAL RESPONSE 02/27/2014	1416	CITY CPR CARDS AMR22014	F14049	08/2014	65.00 65.00
03/28/2014 101-3030-423.25-03 101-3030-423.25-03	84300	ARAM YASHU 03/12/2014 03/12/2014	2577	REIMBURSE UNIFORM 204374 REIMBURSE UNIFORM EXPENSE 71533		09/2014 09/2014	36.70 15.11 21.59
03/28/2014 101-0000-221.01-02 101-0000-221.01-02 101-0000-221.01-02 101-0000-221.01-02 101-0000-221.01-02 101-0000-221.01-02 101-0000-221.01-02 101-0000-221.01-02 101-5010-531.20-06	84301	ATKINS NORTH AMERICA, INC. 02/02/2014 02/02/2014 02/02/2014 02/02/2014 02/02/2014 02/02/2014 02/02/2014 02/02/2014 02/02/2014 02/27/2014	2455	NOV/DEC 2013 PLAN CHECKS 1186669 NOV/DEC 2013 PLAN CHECKS 1186669 JAN 2014-10TH ST 1188690		06/2014 06/2014 06/2014 06/2014 06/2014 06/2014 06/2014 06/2014 08/2014	21,097.02 610.65 585.65 1,985.65 355.64 395.64 675.65 605.64 15,882.50
03/28/2014 601-5060-436.21-04 601-5060-436.21-04 601-5060-436.21-04	84302	BAY CITY ELECTRIC WORKS 03/11/2014 03/11/2014 03/11/2014	369	BALDOR LOAD TEST/FUEL W123381 #146 LOAD TEST/FUEL POLIS W123383 #146 BLOCK HEATER W123397	140616 140616 140616	09/2014 09/2014 09/2014	1,379.80 550.00 500.00 329.80
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03/28/2014 101-6040-454.30-02	84304	BOUND TREE MEDICAL, LLC 03/04/2014	485	PROTECTIVE GLOVES 81360066	140195	09/2014	1,185.29 1,185.29
03/28/2014 101-5020-432.27-02 101-5010-431.27-02 601-5060-436.27-02 601-5060-436.27-02 101-5010-431.27-02 101-6020-452.27-02 101-5010-431.27-02	84306	CALIFORNIA AMERICAN WATER 03/12/2014 03/06/2014 03/20/2014 03/12/2014 03/06/2014 03/21/2014 03/06/2014	612	1015-210019058534 FEB 14 04-03-2014 1015-210019600799 FEB 14 03-28-2014 1015-210019401916 FEB 14 04-11-2014 1015-210018820255 FEB 14 04-03-2014 1015-210019359015 FEB 14 03-28-2014 1015-210019746893 FEB 14 04-14-2014 1015-210019360534 FEB 14 03-28-2014		08/2014 08/2014 08/2014 08/2014 08/2014 08/2014 08/2014 08/2014	7,615.50 434.31 173.51 6.56 29.83 22.23 6.56 33.86

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101-6020-452.27-02	03/14/2014	1015-210019748080	FEB 14	04-07-2014	08/2014	6.56	
101-6020-452.27-02	03/14/2014	1015-210019748332	FEB 14	04-07-2014	08/2014	6.56	
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101-5010-431.27-02	03/17/2014	1015-210021068541	FEB 14	04-08-2014	08/2014	413.28	
101-6020-452.27-02	03/17/2014	1015-210021067159	FEB 14	04-08-2014	08/2014	41.49	
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101-0000-209.01-12	03/03/2014	APRIL 2014 DENTAL INS		03-03-2014	09/2014	16.12	
101-0000-209.01-12	03/27/2014	PAYROLL AP PPE 3/20/14		20140327	09/2014	307.17	
03/28/2014	84308	COLONIAL LIFE & ACCIDENT	941			100.18	
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101-0000-209.01-13	03/27/2014	PAYROLL AP PPE 3/20/14		0302331	09/2014	50.09	
03/28/2014	84309	COUNTY OF SAN DIEGO	1055			1,301.00	
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03/28/2014 101-6010-451.29-04	84311 03/14/2014	COX COMMUNICATIONS 03/13-04/12 3110015531401	1073 04-02-2014	140162	09/2014	149.44 149.44	
03/28/2014 101-6040-454.30-02	84312 03/04/2014	DEPARTMENT OF INDUSTRIAL RELAT SAFETY CTR ELEVATOR	2257 E1164390SD		09/2014	225.00 225.00	
03/28/2014 101-1920-419.29-04	84313 02/27/2014	EAGLE NEWSPAPER FIN CHARGES ON JAN 2014 B	1204 81486	F14051	08/2014	2.48 2.48	
03/28/2014 101-1920-419.30-02	84314 03/17/2014	EDMUND VEA MILEAGE REIMBURSEMENT	2576 03-17-2014		09/2014	20.16 20.16	
03/28/2014 101-3020-422.20-06	84315 03/18/2014	EL TAPATIO INC CATERING FOR FIREFIGHTER	1407 9533	F14053	09/2014	129.28 129.28	
03/28/2014 101-0000-221.01-05	84316 03/27/2014	ERIC WILSON BOND REFUND-1448 HOLLY AV	4 TEP 05-37		09/2014	3,000.00 3,000.00	
03/28/2014 101-6040-454.30-02 101-6040-454.30-02	84317 03/07/2014 03/12/2014	FASTENAL ANCHORS & TOOL/WASHERS BOLTS/NUTS	909 CACHU35025 CACHU35092	140007 140007	09/2014 09/2014	91.45 41.94 49.51	
03/28/2014 601-5060-436.28-01	84318 03/12/2014	FERGUSON ENTERPRISES INC. BLANK FLANGES-PS8 REPAIR	#108 915 0467809	140051	09/2014	430.73 430.73	
03/28/2014 101-3020-422.30-02 101-3020-422.30-02 101-3020-422.30-02	84319 03/13/2014 03/17/2014 03/19/2014	FIRE ETC USAR TEAM EQUIPMENT KIT WATER RESCUE EQUIPMENT CONFINED SP RESCUE EQUIP	924 59048 59202 59300	140628 140628 140628	09/2014 09/2014 09/2014	19,888.20 6,766.20 3,024.00 10,098.00	
03/28/2014 101-1210-413.21-01 101-1210-413.21-01	84320 03/11/2014 03/18/2014	GO-STAFF, INC. W/E 03/09/14 FERGUSON,N W/E 03/16/14 FERGUSON,N	2031 121226 121533	140089 140089	09/2014 09/2014	1,778.40 800.28 978.12	
03/28/2014 101-1130-412.28-07	84321 02/12/2014	GOVERNMENTJOBS.COM, INC FF/PARAMEDIC JOB AD	2569 07-11398	F14052	08/2014	175.00 175.00	
03/28/2014 601-5060-436.28-01 601-5060-436.30-02 101-6040-454.30-02 101-1910-419.30-02 101-1910-419.30-02 101-1910-419.30-02 101-5010-431.21-23 101-1910-419.30-02 101-1910-419.30-02	84322 03/04/2014 03/11/2014 03/05/2014 03/05/2014 03/11/2014 02/28/2014 03/03/2014 03/18/2014	GRAINGER CIRCUIT BREAKER PS #11 EAR MUFFS 5A FUSE HAND TAP FIRE BARRIER SEALANT LANTERN BATTERY PLUG-IN CFL FLUORESCENT LAMP	1051 9379363162 9386246723 9381154070 9381154088 9386778436 9377256079 9378425541 9391732642	140008 140008 140008 140008 140008 140008 140008 140008 140008	09/2014 09/2014 09/2014 09/2014 09/2014 08/2014 09/2014 09/2014 09/2014	1,094.96 642.48 122.26 122.47 7.93 20.80 59.62 47.09 72.31	

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101-0000-209.01-08	03/27/2014	PAYROLL AP PPE 3/20/14	20140327		09/2014		270.00
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101-0000-209.01-10	03/27/2014	PAYROLL AP PPE 3/20/14	101766029		09/2014		5,820.79
03/28/2014	84325	JACQUELINE SUE STENZEL	2491				214.00
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101-0000-209.01-03	03/18/2014	REFUND OVERPAYMENT-COMP	01-31-2013		09/2014		15.84
03/28/2014	84327	KAMAN INDUS TECHNOLOGIES	583				347.24
601-5060-436.28-01	03/19/2014	SUPER HC V-BELT	U377460	140010	09/2014		347.24
03/28/2014	84328	KANE, BALLMER & BERKMAN	1828				21,587.61
303-1250-413.20-01	03/14/2014		19941	140737	09/2014		1,020.35
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303-1250-413.20-01	03/14/2014		19969	140737	09/2014		677.33
402-5000-532.20-01	03/14/2014		19970	140737	09/2014		2,771.18
303-1250-413.20-01	03/14/2014		19972	140737	09/2014		6,160.00
303-1250-413.20-01	03/14/2014		19974	140737	09/2014		962.50
303-1250-413.20-01	03/14/2014		19968	140737	08/2014		2,585.00
217-5000-532.20-01	03/14/2014		19971	140737	08/2014		412.50
303-1250-413.20-01	03/14/2014		19973	140737	08/2014		767.50
03/28/2014	84329	KIM A MIKHAEL	1680				50.00
101-3010-421.20-06	03/27/2014	02/24/14 PARKING HEARINGS	03-27-2014	140333	09/2014		50.00
03/28/2014	84330	KOA CORPORATION	611				2,483.60
101-5010-531.20-06	01/31/2014	JAN 2014-13TH ST BIKEWAY	JB32017X7	130874	07/2014		2,235.24
201-5000-532.20-06	01/31/2014	JAN 2014-13TH ST BIKEWAY	JB32017X7	130874	07/2014		248.36
03/28/2014	84331	LEAGUE OF CALIF CITIES	761				100.00
101-5010-431.20-06	01/31/2014	ROADS & STREETS NEEDS	100768		09/2014		100.00
03/28/2014	84332	MCDUGAL LOVE ECKIS &	962				17,613.84
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101-1220-413.20-01	02/28/2014		85557		08/2014		541.88
502-1922-419.20-01	02/28/2014		85559		08/2014		4,009.93
303-1250-413.20-01	02/28/2014		85560		08/2014		275.88
101-1220-413.20-01	02/28/2014		85597		08/2014		4,058.81
101-1220-413.20-01	02/28/2014		85561		08/2014		73.35
101-1220-413.20-02	02/28/2014		85558	140198	08/2014		8,227.00
03/28/2014	84333	MICHAEL FROST, TREASURER	1				500.00
101-5010-431.20-06	02/25/2014	FY 2014 MEMBERSHIP DUES	7146		09/2014		500.00

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03/28/2014 101-1020-411.21-01	84336 03/18/2014	OFFICETEAM W/E 03/14/14 CARBALLO,S	1266	39999114	140421 09/2014	1,108.00 1,108.00	
03/28/2014 101-1910-419.30-02 101-6040-454.30-02 101-3030-423.30-02 101-3030-423.30-02	84337 03/12/2014 02/05/2014 02/12/2014 01/16/2014	PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES ANGLE ADAPTOR	1430	354535 353123 353455 351805-1	140022 09/2014 140022 08/2014 140022 08/2014 140022 07/2014	1,085.27 569.27 228.16 265.45 22.39	
03/28/2014 501-1921-419.28-16	84338 03/04/2014	PARKHOUSE TIRE INC TIRE ROAD DAMAGE #603	1295	3010182877	140071 09/2014	161.62 161.62	
03/28/2014 101-6040-454.21-04 101-6040-454.21-04 101-6040-454.21-04 101-6040-454.21-04 101-6040-454.21-04 101-6040-454.21-04	84339 02/28/2014 02/28/2014 02/28/2014 03/15/2014 03/15/2014 03/15/2014	PARTNERSHIP WITH INDUSTRY P/E 02/28/2014 P/E 02/28/2014 P/E 02/28/2014 P/E 03/15/2014 P/E 03/15/2014 P/E 03/15/2014	1302	GS05276 GS05276 GS05276 GS05293 GS05293 GS05293	140516 08/2014 140516 08/2014 140516 08/2014 140516 09/2014 140516 09/2014 140516 09/2014	2,146.76 298.58 298.58 398.11 345.45 345.45 460.59	
03/28/2014 101-6040-454.30-02	84340 03/04/2014	PRAXAIR DISTRIBUTION INC CLEAR LENS	1652	48755045	140002 09/2014	14.94 14.94	
03/28/2014 501-1921-419.28-16 501-1921-419.28-16	84341 03/17/2014 03/17/2014	RANCHO AUTO & TRUCK PARTS #616 ROTEX #616 STARTER	1685	7693-188176 7693-188206	140016 09/2014 140016 09/2014	84.18 141.42 57.24-	
03/28/2014 101-0000-221.01-05 101-0000-221.01-05	84342 03/27/2014 03/27/2014	RICHARD SPEARE BOND REFND-830 GEORGIA ST BOND REFND-830 GEORGIA ST	4	TEP 08-05 TEP 08-12	09/2014 09/2014	5,176.00 3,515.00 1,661.00	
03/28/2014 501-1921-419.29-04 101-1910-419.28-01 101-5020-432.28-04	84343 04/11/2013 04/24/2013 05/07/2013	ROBERTA OTERO-PETTY CASH POOL CAR WASH KEYS FOR PARKS LOCK MURPHY,M-MEAL AT TRNG	2229	6897 04-25-2013 05-07-2013	09/2014 09/2014 09/2014	272.15 5.00 4.85 7.94	

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101-6020-452.30-02	02/22/2013	SPORTS PK FENCE PIECES	63285		09/2014		4.32
501-1921-419.29-04	07/10/2013	POOL CAR WASH	923		09/2014		5.00
101-5020-432.29-02	07/10/2013	GREETING CARD-EMPLOYEE	1524		09/2014		5.93
101-1910-419.30-02	09/07/2013	GLASS-MVC	09-07-2013		09/2014		20.00
101-1910-419.30-02	09/08/2013	GLASS CITY HALL PICTURE	09-08-2013		09/2014		20.00
101-5020-432.29-02	10/15/2013	SYMPATHY CARD	8886		09/2014		4.31
101-5020-432.28-04	10/29/2013	MURPHY, M-LUNCH AT TRNG	10-29-2013		09/2014		7.94
101-5020-432.28-04	11/06/2013	TRAINING REFRESHMENTS	11-06-2013		09/2014		35.96
101-5020-432.28-04	11/06/2013	TRAINING REFRESHMENTS	11-06-2013		09/2014		32.89
101-5020-432.29-02	12/10/2013	GREETING CARD-EMP GOODBYE	5683		09/2014		5.07
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04/03/2014 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23 101-1910-419.20-23	84362 03/01/2014 03/01/2014 03/01/2014 03/01/2014 03/01/2014 03/01/2014 03/01/2014 03/01/2014	CVA SECURITY MAR 2014 -2089 MAR 2014 -2466 MAR 2014 -2643 MAR 2014 -2644 MAR 2014-2698 MAR 2014 -314 / MVC MAR 2014 -314 PW	797	28227 28254 28289 28290 28310 28326 28327	140109 09/2014 140109 09/2014 140109 09/2014 140109 09/2014 140109 09/2014 140109 09/2014 140109 09/2014	245.00 30.00 55.00 30.00 30.00 30.00 30.00 40.00		
04/03/2014 503-1923-419.21-04	84363 02/28/2014	CORODATA MEDIA STORAGE, INC. FEB DATA STORAGE	2334	DS1261817	140096 08/2014	126.51 126.51		
04/03/2014 101-1130-412.20-06	84364 03/28/2014	CYNTHIA TITGEN CONSULTING, INC CONSULT/REIMBURSEMENT	2340	201405	140082 09/2014	231.00 231.00		
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101-1910-419.30-02	03/19/2014	REPLACEMENT LENS	S4278549.001	140011	09/2014	36.41	
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503-1923-419.10-02	03/11/2014	W/E 3/7/ WASHINGTON, E		39943559	140098	09/2014	1,252.13
04/03/2014	84384	TERRA BELLA NURSERY, INC.	1946				213.32
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DATE RANGE TOTAL *							259,887.05 *



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: APRIL 16, 2014  
ORIGINATING DEPT.: CITY ADMINISTRATION *emv*  
SUBJECT: MODIFICATION TO ADMINISTRATIVE PROCEDURE AND COMMUNITY OUTREACH OPPORTUNITIES

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**EXECUTIVE SUMMARY:**

The City of Imperial Beach wishes to utilize various Internet technologies, such as social media and social network sites, to further enhance communications with residents and various stakeholder organizations in support of City objectives and to enhance open government. Without descent from members of City Council, Staff will complete the necessary modifications to the administrative procedure and move forward with various community outreach opportunities which include Facebook, live streaming of Council meetings, and enhanced financial reporting.

**BACKGROUND:**

Strategies for connecting with residents and disseminating information are quickly evolving. In an effort to provide timely information, improve government transparency and allow residents to be more informed about City activities, the City Council has directed staff to explore new methods of community outreach. New social networking and media methods provide the ability to publish articles, facilitate discussions and communicate information through various mediums that allow interested parties to more fully participate in City business. For the purpose of these guidelines, 'social media' is defined as technologies that are primarily internet and mobile based tools for sharing and discussing information among people. Social media can facilitate further discussion of City issues, operations and services by providing members of the public the opportunity to receive information.

**ANALYSIS:**

**Modification of Administrative Procedure No. D-15 – Social Media**

Currently the City utilizes Administrative Procedure No. D-15 – Social Media, which provides guidelines for the use of Internet technologies, including but not limited to the City website, Facebook, Twitter, YouTube, etc. Many organizations welcome comments and feedback through social media, and in some cases, the very nature of the technology is based on customer response. However, in Imperial Beach due to limited staffing resources, constant and unrestricted participation is not envisioned. Modification of these procedures will provide guidance in those circumstances where public comments cannot be "turned off."

**Proposed Procedure Amendment under Comments Section:**

1. Whenever possible, comments and discussion boards shall be turned off. Due to limited staff resources, in the event that comments cannot be turned off, staff will not reply to comments on a regular basis. However, in some circumstances, as directed by the City Manager, staff may provide an appropriate response.

**Current Community Outreach Opportunities**

Facebook: A Facebook page would provide another channel of communication to the residents while maintaining the City website as the primary source of communication which includes access to City forms and information. The City has evaluated the pros and cons of operating an interactive social media site and concluded that utilizing one-way communications best serves the City's capability to manage its social media sites while providing a new source for information to the community.

Live Streaming City Council Meetings: Beta testing has been underway, and City staff has the ability to live stream City Council meetings through YouTube with minimal additional cost. This would allow residents that are not current subscribers to Cox Cable to view the Council proceedings.

Financial Reporting: City staff has the ability to enable dynamic financial reports to our website, which will provide greater transparency to our residents. These reports can offer real time data, deemed public, to any interested party.

The strategies included in this staff report represent some of the "low hanging fruit" that can be accomplished with existing staff and equipment. While staff will continue to explore additional methods of providing information to the community, staff would suggest this is a good start to the process.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

It is anticipated that the proposed amendments and implementation of the community outreach methods can be accomplished without additional funding.

**RECOMMENDATION:**

Without descent from members of City Council, Staff will complete the necessary modifications to the administrative procedure and move forward with opportunities as indicated herein.

Attachments:

1. Facebook Government Best Practices Guide



# Connecting to your Constituents with Facebook

## The Opportunity

If you are a government agency, Facebook can help you connect to constituents quickly and easily.

- Over 400 million global users are active on Facebook every month
- More than 20 million people connect to Pages each day
- The top 40 US Government Facebook Pages each have more than 1.5 million supporters

The following guide provides an overview and practical tips for government organizations interested in using Facebook. Links are featured throughout the guide to help explore a specific feature or product. A list of online resources is included at the end of the guide to keep you connected to the latest from Facebook.

## On Facebook: Getting Started is Easy

The first step to connecting with constituents on Facebook is to create your official Facebook Page. Pages are a free product for organizations and public figures to connect with supporters in an official, public manner. You can [create and maintain a Facebook Page](#) from your personal account. If you don't have a Page yet, please consult our detailed [Pages Manual](#) to get step-by-step instructions to create yours. Join the thousands of government organizations and politicians across the world in connecting with current and potential constituents on Facebook.

### Pages Manual



Facebook Pages Manual offers step-by-step instructions to create a Page in minutes. Download it at [facebook.com/government](https://www.facebook.com/government) under "Resources".



## Tips to help you connect

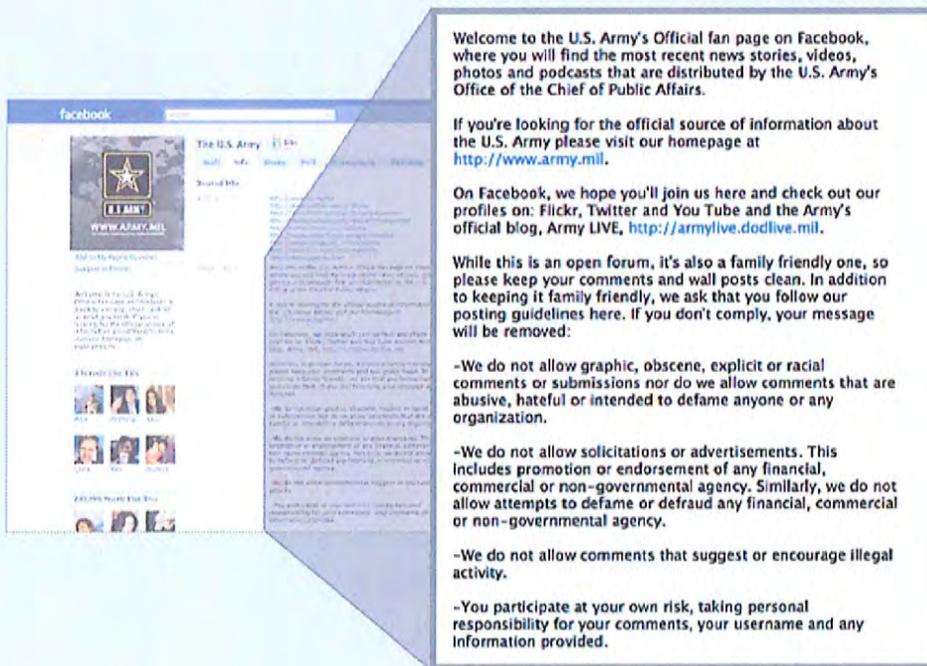
Once you've set up your Page, check out the following tips and examples to create an optimal experience for citizens to connect with your organization.

### 1. Encourage Appropriate Content and Behavior

Create a comment policy for your Page to publicly share the type of content and conversation you expect from supporters.

- The comments policy can be posted on the “Info” tab, under the profile photo, or in a custom tab you create on your own.
- Comment policies are an important external document outlining acceptable behavior on the Page and an important internal guideline for your team to manage and monitor the Page. See example below.

#### Tip #1: Encourage Appropriate Content and Behavior



Welcome to the U.S. Army's Official fan page on Facebook, where you will find the most recent news stories, videos, photos and podcasts that are distributed by the U.S. Army's Office of the Chief of Public Affairs.

If you're looking for the official source of information about the U.S. Army please visit our homepage at <http://www.army.mil>.

On Facebook, we hope you'll join us here and check out our profiles on: Flickr, Twitter and You Tube and the Army's official blog, Army LIVE, <http://armylive.dodlive.mil>.

While this is an open forum, it's also a family friendly one, so please keep your comments and wall posts clean. In addition to keeping it family friendly, we ask that you follow our posting guidelines here. If you don't comply, your message will be removed:

- We do not allow graphic, obscene, explicit or racial comments or submissions nor do we allow comments that are abusive, hateful or intended to defame anyone or any organization.
- We do not allow solicitations or advertisements. This includes promotion or endorsement of any financial, commercial or non-governmental agency. Similarly, we do not allow attempts to defame or defraud any financial, commercial or non-governmental agency.
- We do not allow comments that suggest or encourage illegal activity.
- You participate at your own risk, taking personal responsibility for your comments, your username and any information provided.

**US Army**  
U.S. Army created a comments policy to advise users of their expectations for content and posts on the Page.



## Tips to help you connect

### 2. Create Content Worth Sharing

Facebook Pages are a fantastic tool for broadcasting news and updates to current supporters. Use the [Links](#), [Photos](#), and [Video](#) applications and watch your news go viral quickly. These applications attract more “like” and “comment” interactions, which then spread to friends of supporters, attracting new supporters. For example, government organizations can:

- Share breaking news about a new law, policy or election result by [posting a link](#) to a news article on another site.
- Post Photos from a newsworthy event, a day in the life of the leaders of your organization or photos submitted from the community you support. See example below.

#### Tip #2: Create Content Worth Sharing



**The White House** Photo of the Day: President Barack Obama boards Air Force One as he prepares to depart Prague, Czech Republic, en route back to Washington, D.C., April 9, 2010. (Official White House Photo by Pete Souza) See more official White House Photos here <http://www.whitehouse.gov/photogallery>



April 12 at 11:53am · [Share](#)

Adam and 1,222 others like this.

[View all 454 comments](#)

#### The White House

One of the most popular features on the White House's Page is the "Photo of the Day" from the White House photographer.



## Tips to help you connect on Facebook

### 3. Join the Conversation

Facebook is a culture of conversations—government organizations have a huge opportunity to get immediate feedback on issues. Here are some tips to starting the conversation on your Page.

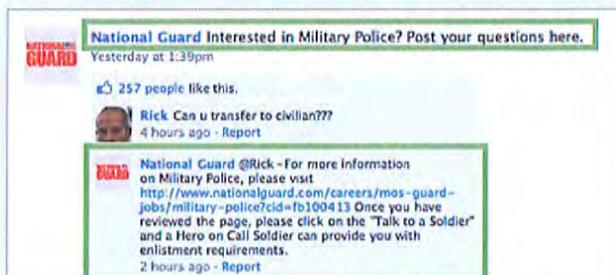
- Poll your constituents on your Page with a question in your [status update](#) and get instant feedback. See example below.
- Show you're listening by responding to questions in comments and wall posts.

### 4. Use Tools to Increase Relevance

Facebook Pages offer easy tools to help you create deeper connections with your constituents.

- [Target updates to specific groups of supporters](#) when you have news to share with a segment, such as an emergency situation or new policy effecting constituents in a specific geographic area.
- [Notes](#) is Facebook's blogging feature. You can use [Notes](#) to tell your supporters/constituents about recent news from your office or campaign, to discuss your position on various issues, to keep your supporters/constituents updated on your upcoming plans, or to share anything else on your mind.
- [Tag other government agencies](#) and politicians when you want to link connections between Pages
- Make [mobile updates](#) with photos and videos directly from your phone to your Page. See example below.

#### Tip #3: Join the Conversation



**The National Guard**  
The National Guard solicits questions regularly and answers them on their Facebook Page.

#### Tip #4: Use Tools to Increase Relevance



**The White House**  
The White House uses the iPhone App to upload photos on trips aboard Air Force One to their Facebook Page.



## Grow Your Connections

Once you've created optimal content and updates on your Page, here are some tips for promoting your Page to grow your audience.

- Promote the [Username](#) for your Page everywhere: government website, email lists, office lobby, etc.
- Add a [Like Box](#) to your website so visitors can instantly connect to your Page without leaving your site. See example below.
- Encourage supporters to add a [Like Badge](#) to their blog or website to show their connection to your government official or organization on Facebook. See example below.

Like Badge Example



Like Box Example





## Make your site social

Now you can connect with your constituents across the web, with Facebook [social plugins](#). Using these powerful tools, you can create social and personalized experiences on your website. Below are a few key tools to consider adding to your site.

**Like Button:** The Like button lets users share pages from your site back to their Facebook profile with one click. See example below.

**Recommendations:** The Recommendations plugin gives users personalized suggestions for pages on your site they might like.

**Activity Feed:** The Activity Feed plugin shows users what their friends are doing on your site through likes and comments.

Discover all of Facebook's social plugins [here](#) and explore the easy ways to add Facebook to your site.

### Like Button Example



Time.com  
The Time.com homepage features the Like button on "Must Read" articles.



## Resources

Learn more **tips and best practices** for government organizations

<http://www.facebook.com/government>

Get the latest updates on Facebook Pages **product news**

<http://www.facebook.com/facebookpages>

Explore how other sites integrate Facebook via **social plugins**

<http://developers.facebook.com/showcase>

Learn how to create **affordable ads** on Facebook and reach your exact audience

<http://www.facebook.com/advertising/>

Connect with **Facebook's official Page** for the latest company updates

<http://www.facebook.com/facebook>

Use the Facebook Help Center to **get answers** on specific products and features

<http://www.facebook.com/help>



AGENDA ITEM NO. 2.4

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: APRIL 16, 2014  
ORIGINATING DEPT.: CITY CLERK *jmit*  
SUBJECT: RESOLUTION NO. 2014-7474 PROCLAIMING SUPPORT FOR  
SAN DIEGO'S BID TO HOST THE 2024 SUMMER OLYMPIC  
AND PARALYMPIC GAMES

**EXECUTIVE SUMMARY:**

Adoption of Resolution No. 2014-7474 proclaims Imperial Beach's support for San Diego's bid to host the 2024 Summer Olympic & Paralympic games.

**BACKGROUND:**

The San Diego 2024 Exploratory Committee, known as SC24EC, is pursuing submission of a bid on behalf of the City of San Diego and the San Diego Mega-Region to host the 2024 Olympic and Paralympic Games. The United States Olympic Committee (USOC) will choose cities based on which bid will be able to best compete with the applications of other cities around the world. Historically, support from local governments has been critical to the success of bids from candidate cities.

The San Diego region's culture, location, sporting history, innovative economy, climate, and infrastructure are key selling points for San Diego's bid, according to SD24EC. San Diego is a cultural melting pot located on the edge of the Pacific Rim, just north of Mexico. The region has a rich history of hosting major sporting events, including the Super bowl, the World Series, golf's U.S. Open, the America's Cup, and tennis matches. Internationally-renowned companies in health and high-technology, as well as five major universities that attract the best and brightest from across the globe, are all located in San Diego. San Diego has over 80% of the proposed venues necessary to host the Olympic Games, and will soon have the largest contiguous convention center on the West Coast. For these reasons, San Diego is well-positioned to host a successful 2024 Olympic Games and to support the IOC's mission of promoting sport, sustainability, innovation, peace, cultural awareness and understanding.

SD24EC hopes to corral support from local governments in order to make San Diego's bid for the 2024 Olympics as competitive as possible in the eyes of the United States Olympic Committee and the International Olympic Committee. At their Board Meeting on December 3, 2013, the County of San Diego passed a resolution in support of San Diego's 2024 Olympic Bid.

**ANALYSIS:**

The USOC is currently discussing proposals with cities that wish to host the 2024 Summer Olympic and Paralympic Games. The SC24EC is pursuing submission of a bid on behalf of the City of San Diego and the San Diego Mega-Region to host the 2024 Olympic and Paralympic Games. The USOC is expected to narrow the list of possible candidate cities to 3 by April of 2014, which will then be submitted to the International Olympic Committee to compete with candidate cities from other countries around the world. The USOC will choose cities based on which bids will be able to best compete with the applications of other cities around the world. Historically, support from local governments has been critical to the success of bids from candidate cities.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The requested action has no fiscal impact.

**RECOMMENDATION:**

That the City Council adopts Resolution No. 2014-7474 proclaiming support for San Diego's bid to host the 2024 Summer Olympic & Paralympic games.

Attachments:

1. Resolution No. 2014-7474

## RESOLUTION NO. 2014-7474

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, PROCLAIMING SUPPORT FOR SAN DIEGO'S BID TO HOST THE 2024 SUMMER OLYMPIC AND PARALYMPIC GAMES**

**WHEREAS**, the United States Olympic Committee (USOC) is currently discussing proposals with cities that wish to host the 2024 Summer Olympic and Paralympic Games; and

**WHEREAS**, the San Diego 2024 Exploratory Committee, known as SD24EC, is pursuing submission of a bid on behalf of the City of San Diego and the San Diego Mega-Region to host the 2024 Olympic and Paralympic Games; and

**WHEREAS**, the USOC is expected to narrow the list of possible candidate cities to 3 by April of 2014, which will then be submitted to the International Olympic Committee to compete with candidate cities from other countries around the world; and

**WHEREAS**, the USOC will chose cities based on which bids will be able to best compete with the applications of other cities around the world; and

**WHEREAS**, the San Diego region's culture, location, sporting history, innovative economy, climate and infrastructure are key selling points for San Diego's bid, according to SD24EC; and

**WHEREAS**, San Diego is a cultural melting pot located on the edge of the pacific rim, just north of Mexico; and

**WHEREAS**, the region has a rich history of hosting major sporting events, including the Super Bowl, the World Series, golf's U.S. Open, the America's Cup, and tennis matches; and

**WHEREAS**, internationally-renowned companies in health and high- technology, as well as five major universities that attract the best and brightest from across the globe, are all located in San Diego; and

**WHEREAS**, San Diego has over 80% of the proposed venues necessary to host the Olympic Games, and will soon have the largest contiguous convention center on the West Coast.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Imperial Beach proclaims support for San Diego's bid to host the 2024 Summer Olympic and Paralympic Games.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16<sup>th</sup> day of April 2014, by the following vote:

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

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

**ATTEST:**

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



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 16, 2014

ORIGINATING DEPT.: CITY MANAGER/COMMUNITY DEVELOPMENT *AN*

SUBJECT: AUTHORIZATION TO SUBMIT A 2014 ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT APPLICATION FOR THE BIKEWAY VILLAGE BAYSHORE BIKEWAY ACCESS ENHANCEMENT PROJECT

**EXECUTIVE SUMMARY:**

Staff is seeking City Council authorization to submit an application to the California State Department of Transportation (Caltrans) for a 2014 Active Transportation Program (ATP) Grant for the Bikeway Village Bayshore Bikeway Access Enhancement Project. The Active Transportation Program was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation, such as biking and walking. The project for which this grant application would be submitted involves the enhancement and improvement of both bicycle and pedestrian access along and within 13<sup>th</sup> Street to the Bayshore Bikeway. These improvements are associated with the Bikeway Village project which was approved by the City Council on May 16, 2012.

**BACKGROUND:**

On September 26, 2013, the Governor signed Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) which created the Active Transportation Program. This legislation required the California Transportation Commission (CTC) to develop and draft guidelines for the program and submit them guidelines to the Joint Legislative Budget Committee (JLBC) no later than 45 days prior to adopting the initial set of final guidelines. On March 20, 2014, the California Transportation Commission (CTC) adopted the 2014 Active Transportation Program.

The goals of the Active Transportation Program are to:

- Increase the proportion of biking and walking trips.
- Increase safety for non-motorized users.
- Increase mobility for non-motorized users.
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals.
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding.
- Ensure disadvantaged communities fully share in program benefits (25% of program).

- Provide a broad spectrum of projects to benefit many types of active transportation users.

The Active Transportation Program (ATP) is funded from various federal and state funds appropriated in the annual Budget Act. These are:

- 100% of the federal Transportation Alternative Program funds, except for federal Recreation Trail Program funds appropriated to the Department of Parks and Recreation.
- \$21 million of federal Highway Safety Improvement Program funds or other federal funds.
- State Highway Account funds.

In addition to furthering the goals of this program, all ATP projects must meet eligibility requirements specific to at least one of the Active Transportation Program's funding sources.

Consistent with funding requirements of the ATP, allocated funds are distributed to Metropolitan Planning Organizations (MPO) of meeting certain criteria and 10% of the funding is provided to small urban and rural areas with populations of 200,000 or less, with projects competitively awarded by the CTC in those regions. Small Urban areas are those with populations of 5,001 to 200,000 and Rural Areas are those with populations of 5,000 or less. A minimum of 25% of the funds in the Small Urban and Rural areas must benefit disadvantaged communities.

For a project to contribute toward the Disadvantaged Communities funding requirement, the project must clearly demonstrate a benefit to a community that meets any of the following criteria:

- The median household income is less than 80% of the statewide median based on the most current census tract level data from the American Community Survey.
- An area identified as among the most disadvantaged 10% in the state according to latest versions of the California Communities Environmental Health Screening Tool (CalEnviroScreen) scores.
- At least 75% of public school students in the project area are eligible to receive free or reduced price meals under the National School Lunch Program. Applicants using this measure must indicate how the project benefits the school students in the project area or, for projects not directly benefiting school students, explain why this measure is representative of the larger community.

In the initial ATP, a minimum of \$24 million per year of the statewide competitive program is available for safe routes to schools projects.

All projects must be selected through a competitive process and must meet one or more of the program goals. Because the majority of funds in the ATP are federal funds, most projects must be federal-aid eligible:

- Infrastructure Projects: Capital improvements that will further the goals of this program. This typically includes the planning, design, and construction of facilities.
- Non-infrastructure Projects: Education, encouragement, enforcement, and planning activities that further the goals of this program. The Commission intends to focus funding

for non-infrastructure projects on pilot and start-up projects that can demonstrate funding for ongoing efforts. The Active Transportation Program funds are not intended to fund ongoing program operations. Non-infrastructure projects are not limited to those benefiting school students.

- Infrastructure projects with non-infrastructure components.

In order to maximize the effectiveness of program funds and to encourage the aggregation of small projects into a comprehensive bundle of projects, the minimum request for ATP funds that will be considered is \$250,000. This minimum does not apply to non-infrastructure projects, Safe Routes to Schools projects, and Recreational Trails projects.

Projects must include at least 11.47% in matching funds except for projects predominantly benefiting a disadvantaged community, stand-alone non-infrastructure projects and safe routes to schools projects. The source of the matching funds may be any combination of local, private, state or federal funds.

### **ANALYSIS:**

Staff has identified at least two projects for which ATP Grant funding is proposed to be sought. One of these projects, the Bikeway Village Bayshore Bikeway Access Enhancement Project, was the subject of a similar grant application in the summer of 2012 for which the City Council provided its support with the adoption of Resolution No. 2012-7215 on June 20, 2012. The Bikeway Village Bayshore Bikeway Access Enhancement Project involves the enhancement and improvement of both bicycle and pedestrian access along and within 13<sup>th</sup> Street to the Bayshore Bikeway. Improvements include both a Class I and Class II bicycle route in 13<sup>th</sup> Street, bicycle parking, a new pedestrian sidewalk/pathway, landscaping, and an improved entryway into the Bayshore Bikeway. These improvements are associated with the Bikeway Village project for which the City Council approved a General Plan Amendment, Rezone, Design Review, and Site Plan on May 2, 2012 and May 16, 2012. A Mitigated Negative Declaration (MND) was also approved and certified for the project on May 2, 2012.

On January 26, 2012, the former Redevelopment Agency and City Council approved an Owner Participation Agreement (OPA) between the City of Imperial Beach and Bikeway Village, LLC, which, among other things, allocated up to \$1,974,700 of 2010 Tax Allocation Bond Proceeds towards the project. Although the ATP matching amount of 11.47% may not be required as the City will likely qualify as a disadvantaged community, the allocation of these additional funds towards the project will likely mean a more competitive grant application for the ATP funding. City staff intends to seek \$1 million of ATP funding for the project.

### **ENVIRONMENTAL DETERMINATION:**

The City approved the Final Mitigated Negative Declaration (SCH# 2012031034) on May 2, 2012. Monitoring for cultural resources will be required during the construction of this project on the northern parcel. Mitigating for hazardous materials will also be required as the bikeway was built on top of train tracks that contain hazardous substances and some of the materials were found on the northern parcel.

### **FISCAL IMPACT:**

As noted above, pursuant to the OPA between the City of Imperial Beach and Bikeway Village,

LLC, up to \$1,974,700 of 2010 Tax Allocation Bond Proceeds has been allocated towards the project. A revision to this OPA in the form of a First Implementation Agreement will be presented to the City Council for approval in the coming months. City staff intends to seek \$1 million of ATP funding for this project.

**RECOMMENDATION:**

That the City Council supports and authorizes the submittal of an application for 2014 Active Transportation Program funding

Attachments:

None.



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 16, 2014

ORIGINATING DEPT.: PUBLIC WORKS *Ha Levin*

SUBJECT: PUBLIC HEARING AND RESOLUTION NO. 2014-7473  
CONFIRMING THE DIAGRAM AND ASSESSMENT AND  
PROVIDING FOR THE LEVY OF THE ANNUAL ASSESSMENT  
IN A SPECIAL MAINTENANCE DISTRICT (AD 67M)

**EXECUTIVE SUMMARY:**

Adoption of Resolution No. 2014-7473 will initiate and approve the placement of a Lighting Assessment on properties within Lighting and Landscape Assessment District No. 67M. Lighting Assessment District No. 67 M includes all properties adjacent to and fronting State Route 75 between the western City limits to the eastern City limits. The City's share of the cost of the District is \$17,959 out of a total estimated District annual cost of \$30,000.

**BACKGROUND:**

At the regular scheduled meeting on March 19, 2014, City Council approved and adopted Resolution 2014-7464, declaring its intention to provide for an annual levy and collection of assessments in a Special Assessment District, and set a time and place for a public hearing thereon.

A public hearing was noticed in the Imperial Beach Eagle & Times on March 27, 2014, for April 16, 2014 at the hour of 6:00 p.m. in the Council Chambers, City Hall, Imperial Beach, California to hear protests or objections in reference to the annual levy of assessments and to any other matters contained in the resolution of intention

**ANALYSIS:**

The City Council of the City of Imperial Beach has previously formed a special assessment district pursuant to the "Landscape and Lighting Act of 1972", known as Assessment District No. 67-M, for the purpose of installing and maintaining upgraded street lighting on Highway 75 within the City of Imperial Beach. The attached map provides the boundaries of the original Assessment District.

Lighting improvements have been previously funded and no further improvements are planned. The annual levy of assessments being considered by City Council is for the cost of maintenance and operation of the previously funded lighting improvements; generally to consist of energy costs, lamp maintenance, and replacements of light standards as required plus Sempra Utilities ownership costs. The assessment recommended is unchanged from previous year's assessments.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The total AD 67-M budget is \$30,000 per the Engineer's Report. The City General Fund will contribute \$17,959 towards the annual maintenance costs. The balance of \$12,041 will be provided through the annual assessment.

**RECOMMENDATION:**

1. Open the Public Hearing.
2. Receive public comment / protests.
3. If Council wishes to proceed, close the public hearing.
4. Approve and adopt the attached resolution.

Attachments:

1. Resolution No. 2014-7473
2. Assessment District 67 Boundary Map

**RESOLUTION NO. 2014-7473**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE LEVY OF THE ANNUAL ASSESSMENT IN A SPECIAL MAINTENANCE DISTRICT (AD 67M)**

**WHEREAS**, the City Council of the City of Imperial Beach, California, has initiated proceedings for the levy of the annual assessment in a special maintenance district created pursuant to the terms of the "Landscape and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highway Code of the State of California (the "Act"), in a special maintenance district known and designated as ASSESSMENT DISTRICT NO. 67M (hereinafter referred to as the "District"); and

**WHEREAS**, at this time all notice and public hearing requirements have been met relating to the levy of the annual assessments and this City Council is now satisfied with the assessment and diagram and all other matters as contained in the Engineer's "Report" as now submitted for final consideration and approval.

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

**RECITALS**

**SECTION 1.** That the above recitals are all true and correct.

**PROTESTS**

**SECTION 2.** That all protests and objections of every kind and nature have been considered, and the same hereby are, overruled and denied.

**CONFIRMATION**

**SECTION 3.** That the final assessment and diagram for the proceedings, as contained in the Engineer's "Report", is hereby approved and confirmed.

**SECTION 4.** That the public interest and convenience requires, and this legislative body does hereby order the maintenance work to be made and performed as said maintenance work is set forth in the Engineer's "Report" and as previously declared and set forth in the Resolution of Intention.

**SECTION 5.** That the assessments contained in said "Report" for the next fiscal year are hereby confirmed and levied upon the respective lots or parcels of land in the District in the amounts as set forth in the said final "Report." It is hereby further determined that all assessments have been apportioned properly in accordance with the benefits that each parcel received from the proposed maintenance works of improvement.

**FILING AND RECORDING**

**SECTION 6.** That the above referenced diagram and assessment shall be filed in the Office of the City Clerk, with a certified copy to be filed in the Office of the City Engineer. Said diagram and assessment, and the certified copy thereof, shall be open for public inspection.

**SECTION 7.** That the City Clerk is hereby ordered and directed to immediately file a certified copy of the diagram assessment with the County Auditor. Said filing to be made no later than August 10, 2013.

**ENTRY UPON THE ASSESSMENT ROLL**

**SECTION 8.** That after the filing of the diagram and assessment, the County auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount assessed thereupon, as shown in the assessment.

**SECTION 9.** The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply the collection and enforcement of the assessments.

**FISCAL YEAR**

**SECTION 10.** That the assessments as above authorized and levied for these proceedings will provide revenue and relate to the fiscal year commencing July 1, 2014 and ending June 30, 2015.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16th day of April 2014, by the following vote:

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

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

**ATTEST:**

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

# ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO.67M(STREET LIGHTING)





AGENDA ITEM NO. 4.2

STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 16, 2014

ORIGINATING DEPT.: PUBLIC WORKS *AH*

SUBJECT: PUBLIC HEARING ON RESOLUTION 2014-7472 OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2014-2015

**EXECUTIVE SUMMARY:**

This resolution, if adopted, will increase the minimum Regional Transportation Congestion Improvement Plan (RTCIP) exaction from \$2,209 to \$2,254 beginning July 1, 2014. The TransNet Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System. The fee is charged to each new residential dwelling unit constructed during the fiscal year.

**BACKGROUND:**

In accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01, the Imperial Beach City Council adopted ordinance 2008-1067 to establish a transportation uniform mitigation program that will mitigate the regional transportation impacts of new development on the arterial system. As part of the Ordinance, the City was required to adopt a Traffic Congestion Management Fee to be effective on July 1, 2008. At the City Council meeting March 19, 2008, City Council adopted the Regional Transportation Congestion Improvement Plan (RTCIP) fee of \$2,000 per new residential dwelling unit. The fee became effective July 1, 2008. The TransNet Extension Ordinance and Expenditure Plan 04-01 states that "the fee amount per residential unit shall be adjusted annually on July 1 of each year beginning July 1, 2009 based on the Engineering Construction Cost Index as published by the Engineering News Record or similar cost of construction index. Any increase shall not exceed the percentage increase set forth in the construction index. In no event, however, shall the increase be less than two percent per year. The purpose of this annual adjustment is to retain purchasing power in anticipation of future inflation."

For FY 2013-2014 City of Imperial Beach Resolution 2013-7318 increased the fee 2% to a new RTCIP fee of \$2,209 per residential unit because the Engineering Construction Cost Index was less than 2%.

The initiation of and adjustments to the Transportation Congestion Management Fee is to be through a public noticing and public hearing context. On March 13, 2014, a public hearing notice to adjust the Transportation Congestion Management Fee was published in the Eagle &

Times – Imperial Beach / South County newspaper for the City Council meeting of April 16, 2014.

**ANALYSIS:**

As was the situation since the initiation of the RTCIP fee, the Engineering Construction Cost Index for FY 2013/2014 was less than 2%. Thus in accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01 the RTCIP fee for FY 2014-2015 must increase a minimum of 2% for a new RTCIP fee of \$2,254 per residential dwelling unit.

Since July 1, 2008, the City of Imperial Beach has collected a total of \$46,510.

These fees are collected and programmed to be used as shown in Attachment 2 – Resolution 2008-6601.

Annual fee rates per residential unit since inception have been:

FY 08/09	\$2,000
FY 09/10	\$2,040
FY 10/11	\$2,081
FY 11/12	\$2,123
FY 12/13	\$2,165
FY 13/14	\$2,209
FY 14/15	\$2,254

**ENVIRONMENTAL DETERMINATION:**

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) on the State CEQA Guidelines.

**FISCAL IMPACT:**

Adoption of the fee adjustment will allow the City to recover costs that would otherwise be absorbed by the General Fund or diverted from other funds that could be used for other eligible projects. The City is required to place the \$2,254 Transportation Uniform Mitigation Fee per residential dwelling unit building permit issued into a separate interest bearing RTCIP account.

**RECOMMENDATION:**

1. Receive this report.
2. Open the Public Hearing.
3. Take public testimony.
4. Close the Public Hearing; and
5. Adopt Resolution 2014-7472 - A Resolution of the City Council of the City of Imperial Beach, California establishing a \$2,254 Regional Transportation Congestion Improvement Plan Fee for each new residential dwelling Unit.

Attachments:

1. Resolution No. 2014-7472
2. Resolution No. 2008-6601

## RESOLUTION NO. 2014-7472

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2014-2015**

**WHEREAS**, in accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01, the Imperial Beach City Council adopted ordinance 2008-1067 to establish a transportation uniform mitigation program that will mitigate the regional transportation impacts of new development on the arterial system; and

**WHEREAS**, as part of the Ordinance, the City was required to adopt a Traffic Congestion Management Fee to be effective on July 1, 2008; and;

**WHEREAS**, at the City Council meeting March 19, 2008, City Council adopted the Regional Transportation Congestion Improvement Plan (RTCIP) fee of \$2,000 per new residential dwelling unit; and

**WHEREAS**, the fee became effective July 1, 2008; and

**WHEREAS**, the TransNet Extension Ordinance and Expenditure Plan 04-01 states that "the fee amount per residential unit shall be adjusted annually on July 1 of each year beginning July 1, 2009 based on the Engineering Construction Cost Index as published by the Engineering News Record or similar cost of construction index;" and

**WHEREAS**, any increase shall not exceed the percentage increase set forth in the construction index and in no event, however, shall the increase be less than two percent per year; and

**WHEREAS**, the initiation of and adjustments to the Transportation Congestion Management Fee is to be through public noticing and public hearing; and

**WHEREAS**, on March 27, 2014, a public hearing notice to adjust the Transportation Congestion Management Fee was published in the Eagle & Times – Imperial Beach / South County newspaper for City Council meeting of April 16, 2014; and

**WHEREAS**, the FY 2013-2014 City of Imperial Beach Resolution No. 2013-7318 increased the fee 2% to a new RTCIP fee of \$2,209 per residential unit because the Engineering Construction Cost Index was less than 2%; and

**WHEREAS**, the Engineering Construction Cost Index for FY 2013/2014 was less than 2%; and

**WHEREAS**, in accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01, the RTCIP fee for FY 2014-2015 must increase a minimum of 2% for a new RTCIP fee of \$2,254 per residential dwelling unit.

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

1. The above recitals are true and correct.
2. This legislative body adopts a \$2,254 Transportation Uniform Mitigation Fee (Regional Transportation Congestion Improvement Plan Fee) per new residential dwelling unit effective July 1, 2014.

3. The \$2,254 Transportation Uniform Mitigation Fee per residential dwelling unit building permit issued is to be placed into a separate interest bearing RTCIP account.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16th day of April 2014, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

**RESOLUTION NO. 2008-6601**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVAL OF TRANSNET EXTENSION ORDINANCE AND EXPENDITURE PLAN, REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM (RTCIP) PROJECT PLAN – REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM PROJECT ON STATE ROUTE 75**

**WHEREAS**, the TransNet Extension Ordinance and Expenditure Plan was approved by the voters of San Diego County in 2004; and

**WHEREAS**, starting on July 1, 2008, each local agency in the San Diego region is required to contribute \$2,000 in exactions from the private sector, for each newly constructed residential housing unit in that jurisdiction to the RTCIP [Regional Transportation Congestion Improvement Program]; and

**WHEREAS**, these exactions shall ensure the future development contributes it proportional share of the funding needed to pay for the Regional Arterial System and related regional transportation facility improvements, as defined in San Diego Association of Governments' (SANDAG's) most recent, adopted Regional Transportation Plan; and

**WHEREAS**, in the City of Imperial Beach the only Regional Arterial is State Route 75 (SR 75); and

**WHEREAS**, the City may choose to contribute to any regional arterial within the County of San Diego, however SR 75 is the most local and arguably the most logical arterial to allocate the collected funds; and

**WHEREAS**, before April 1, 2008, the cities and County of San Diego must have submitted their RTCIP project plan to the ITOC for review "... to ensure that all voter mandates are carried out as required..."; and

**WHEREAS**, a project plan has been prepared that would allocate the collected funds towards a project on SR 75 between 7<sup>th</sup> Street and 9<sup>th</sup> Street including the intersections at 7<sup>th</sup> Street and 9<sup>th</sup> Street; and

**WHEREAS**, the plan proposes to design and construct vehicle, bicycle and public transit circulation and pedestrian access improvements in that segment of SR 75; and

**WHEREAS**, the project plan is provided as Exhibits A and B to this resolution.

**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 Project Plan as found in Exhibits A and B is approved and is incorporated as a City of Imperial Beach Capital Improvement Program (CIP) project and

that it is included in the current "Amendments Approved February 6, 2008 Five Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009."

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 19<sup>th</sup> day of March 2008, by the following roll call vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>	<b>MCLEAN, BRAGG, WINTER, JANNEY</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>	<b>MCCOY</b>

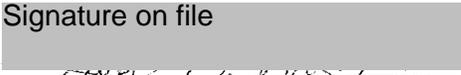
*James C. Janney*  
\_\_\_\_\_  
**JAMES C. JANNEY, MAYOR**

**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 correct copy of Resolution No. 2008-6601 – A Resolution of the City Council of the City of Imperial Beach, California, APPROVAL OF TRANSNET EXTENSION ORDINANCE AND EXPENDITURE PLAN, REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM (RTCIP) PROJECT PLAN – REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM PROJECT ON STATE ROUTE 75.

Signature on file

FOR   
CITY CLERK

*4/3/08*  
\_\_\_\_\_  
DATE

CITY OF IMPERIAL BEACH

REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM (RTCIP)  
PROJECT PLAN

PROJECT DESCRIPTION – Design and construct vehicle, bicycle and public transit circulation and pedestrian access improvements along and across State Route 75 between 7<sup>th</sup> Street and 9<sup>th</sup> Street, including 7<sup>th</sup> Street and 9<sup>th</sup> Street intersections.

PROJECT FUNDING –

- Development Impact Fee - \$2,000 assessment for each newly constructed residential housing unit in the City of Imperial Beach. New residential housing units constructed for extremely low, very-low, low, and moderate income households, as defined in California Health and Safety Code Sections 50105, 50106, 50079.5 and 50093 will be exempt from the \$2,000 per unit assessment. Estimated annual revenue from the Development Impact Fee is \$20,000 - (based on an average of 10 new units per year).
- State or Federal matching funds – dependent upon SANDAG allocation
- Imperial Beach Redevelopment Agency funds – dependent upon Redevelopment Agency priorities

PROJECT ESTIMATED COST - \$1,000,000 (in 2008 dollars)

ESTIMATED CONSTRUCTION START DATE – 2018 to 2023; could start sooner if other funds such as redevelopment funding is allocated earlier and the impact fee is used to reimburse the funding source.

# PROJECTTRAK



SAN DIEGO ASSOCIATION OF GOVERNMENTS

**VIEWING A PROJECT (READ-ONLY MODE)**  
IF YOU LIKE TO MAKE CHANGES TO THIS PROJECT, PLEASE PROCEED THROUGH AN AMENDMENT.

VIEW PREVIOUS VERSIONS OF THIS PROJECT

MPO ID: IB11	VERSION: 1	RTP: 08-00	COMPLETION YEAR: 2023
CTJPS ID: n/a	PEND: n/a	RTIP STATE APPROVED:	TOTAL COST: \$300,000
SANDAG ID: n/a	EA NUMBER: n/a	RTIP FEDERAL APPROVE DATE:	OBLIGATED COST: \$0

LAST MODIFIED BY: Vicki Madrid (3/10/2008) HISTORY

### ADMINISTRATIVE EDIT

LUMP SUM LUMP SUM NAME  
No  
PROJECT TYPES ICM  
FOOTNOTES

### PROJECT INFORMATION

PROGRAM/AUTHORIZATION TYPE	ID	LEAD AGENCY
RTP PROJECT #	IB11	Imperial Beach, City of
		PROJECT TYPE
		EXEMPT CATEGORY
		Safety- Safety Improvement Program.
		RAS(LATEST RTP)
		NO
		ITS
		NO
PROJECT TITLE		RTIP
SR 75 Bicycle, Transit, Pedestrian Improvements		08-00 - RTP

**PROJECT DESCRIPTION - GUIDELINES**  
RTCIP Funded Project: Design and construct vehicle, bicycle and public transit circulation and pedestrian access improvements along and across State Route 75 between 7t Street and 9th Street, including 7th Street and 9th Street intersections.

SYSTEM	ROUTE	FROM	TO
State	75	7th Street	9th Street
		BEGIN	END
		LENGTH	
		POSTMILES	

### CAPACITY INCREASING PROJECT INFORMATION - ONLY REQUIRED FOR CAPACITY INCREASING PROJECTS

CAPACITY STATUS PROJECT DIAGRAM  
Non-Capacity Increase

### PROGRAMMING INFORMATION

EST TOTAL PROJECT COST	MONTH	YEAR			
\$300,000	PROJECT COMPLETION DATE	JAN	2023		
FISCAL YEAR	FUND TYPE (PROGRAMMED REVENUE SOURCE)	ENV/ENGR	ROW	COI	TOTAL
FY 2013	Loc Funds - Local RTCIP	\$90,000	\$0	\$210,000	\$300,000
	GRAND TOTAL	\$90,000	\$0	\$210,000	\$300,000

### CHANGE REASON

HISTORICAL COMMENTS

CHANGE REASON  
New project

### NARRATIVE DESCRIPTION - GUIDANCE

RTCIP Funded Project: Design and construct vehicle, bicycle and public transit circulation and pedestrian access improvements along and across State Route 75 between 7t Street and 9th Street, including 7th Street and 9th Street intersections.



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: APRIL 16, 2014  
ORIGINATING DEPT.: PUBLIC WORKS *AH*  
SUBJECT: PROPOSED BSA EAGLE PROJECT PRESENTATION

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**EXECUTIVE SUMMARY:**

This report proposes that Nate Sennett, Eagle Scout candidate, present for City Council's approval a community service project to improve the aged entryway at the City of Imperial Beach Public Works Facility at 495 10<sup>th</sup> Street. If approved, Nate Sennett will plan and execute a project that will improve the aesthetics of the neighborhood near the Public Works facility.

**BACKGROUND:**

The recently completed Bayshore Bikeway Access Improvement Project at the north end of 10<sup>th</sup> Street and adjacent to Bayside Elementary School and the City's Public Works facility has a small center median dividing the entryway between the bikeway public service area and the public works facility. This center median contains the Public Works Facility monument sign with a turf landscape frontage. The wood section of the monument is severely termite eaten and the turf area is without irrigation, thus a high maintenance area. Renewing the wood sign and replacing the turf with a permeable block surface would significantly improve the entryway to this overlook of San Diego Bay. Further this project would save water and maintenance time, all costs born by the City's general fund operating and maintenance budget.

Boy Scouts of America has an award program by which boys who complete certain advancement requirements, perform a significant community service project and meet identified character standards are awarded the rank of Eagle. It is the opinion of the City staff that the project identified above – refurbishment of the Public Works Facility entrance monument and adjacent turf area - qualifies as a "significant community service project."

**ANALYSIS:**

BSA Troop 53, Eagle Scout Candidate Nate Sennett, has indicated an interest in performing the refurbishment of the entryway monument and installation of landscape permeable blocks to replace the turf area at 495 10<sup>th</sup> Street. Staff is willing to work with Mr. Sennett in designing and constructing the project. Mr. Sennett would design the improvements, plan, organize and supervise the construction of the project, should City Council approve his project.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The cost of the project would come from the Park Maintenance Division Operating and Maintenance (O&M) budget. The total project costs are estimated at approximately \$800.

**RECOMMENDATION:**

1. Receive this report.
2. Receive a presentation from Mr. Sennett regarding the proposed improvements.
3. Comment and direct staff and Mr. Sennett regarding the design of the proposed project
4. Authorize the City Manager to sign the Eagle Project plan for Mr. Sennett to continue the project development and construction as approved by City Council and City staff.

Attachments:

1. None



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 16, 2014

ORIGINATING DEPT.: PUBLIC WORKS *AH*

SUBJECT: DISCUSSION OF A PROPOSED PROJECT FOR IMPROVEMENTS TO ELM AVENUE (4<sup>TH</sup> TO 7<sup>TH</sup> STREETS) AND APPROVAL TO APPLY FOR A CALTRANS ACTIVE TRANSPORTATION GRANT FOR THESE IMPROVEMENTS

**EXECUTIVE SUMMARY:**

On July 17, 2013, staff presented a proposed repair plan for Elm Avenue (Seacoast to 7<sup>th</sup> Street) that included improvements for mutual pedestrian, bicycle and vehicle accommodations between 4<sup>th</sup> and 7<sup>th</sup> Streets adjacent to Mar Vista High School, South Bay Union School District and Imperial Beach School. See attachment 1. The July presentation included an outline for community meetings during July and August 2013. Council authorized staff to proceed with the proposed outline of meeting with the Elm Avenue community (adjacent schools and residents) with an objective of defining possible pedestrian, bicycle and vehicle accommodation improvements. This presentation is to provide City Council a report on these meetings and to propose improvements that would be eligible for a CALTRANS Active Transportation grant.

**BACKGROUND:**

The next major street rehabilitation project is scheduled on Elm Avenue between Seacoast Drive and 7<sup>th</sup> Street. The section of Elm Avenue between 4<sup>th</sup> Street and 7<sup>th</sup> Street is of particular concern due to the high level of student traffic (pedestrian, bicycle and vehicle) prior to, during and following school hours. The sidewalk within these blocks are not wide enough to comfortably accommodate the foot traffic, there is no dedicated bicycle lane(s) and the vehicle lanes encourage higher speeds and do not provide for acceptable student drop-off and pick-up. In an effort to provide safer streets for City residents and school students, City Council authorized staff to meet with school officials, neighborhood residents, and students and parents to consider possible enhancements along this section of Elm Avenue. Four community meetings were held between July and September 2013.

At the conclusion of these community meetings there was a general consensus among those in attendance that improvements could be made for all three modes of transportation and that it was worthy of further work towards development of engineering drawings that might lead to these improvements. Considerations included removing most of the parking immediately in front of Mar Vista High School and creating a student drop-off and pick-up zone out of the vehicle traffic lanes; widening the sidewalk on the south side of Elm Avenue to accommodate a greater volume of foot traffic; eliminating parking on the south side of Elm Avenue and creating a bicycle lane distinct from the vehicle traffic and foot traffic; and accommodating buses for the school for the severely disabled at Connecticut and Elm.

City Council Resolution No. 2014-7451 adopted February 19, 2014 appropriated \$40,000, RTIP funds to develop pre-engineering drawings for these accommodations.

**ANALYSIS:**

Atkins North American, City Engineer, has been given a notice to proceed with the preparation of pre-engineering drawings. The City Engineer is ready to present an early concept of these drawings to City Council. The purpose of this presentation is seek direction and concurrence to proceed with the concept and for preparing a CALTRANS Active Transportation grant application for the funding these improvements. The CALTRANS Active Transportation Grant award announcements are expected in August/September 2014.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

CIP Two-Year Implementation Plan appropriated \$40,000 from Gas Tax to complete pre-engineering drawings for Elm Avenue (4<sup>th</sup> to 7<sup>th</sup> Streets). The CALTRANS Active Transportation grant, if awarded, would provide funding for the improvements for mutual pedestrian, bicycle and vehicle accommodations between 4th and 7th Streets adjacent to Mar Vista High School, South Bay Union School District and Imperial Beach School. Staff would be seeking a grant of approximately \$300,000 for project design and construction.

**RECOMMENDATION:**

1. Receive this report.
2. Hear the presentation by City Engineer and City Staff on the proposed project design.
3. Approve the project plan as proposed or modified by City Council.
4. Authorize staff to prepare a CALTRANS Active Transportation Grant proposal for submission before May 21, 2014 for the construction of improvements for mutual pedestrian, bicycle and vehicle accommodations between 4th and 7th Streets adjacent to Mar Vista High School, South Bay Union School District and Imperial Beach School.

**Attachments:**

1. July 17, 2013 Staff Report Agenda Item No. 6.6

AGENDA ITEM NO. 6.6

**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** GARY BROWN, CITY MANAGER *GB*

**MEETING DATE:** JULY 17, 2013

**ORIGINATING DEPT.:** PUBLIC WORKS *HAF*

**SUBJECT:** ELM AVENUE (SEACOAST DRIVE TO 7<sup>TH</sup> STREET) REPAIRS PLAN

**BACKGROUND:**

On January 23, 2013, City Council was presented the Pavement Management Plan / Report prepared by the City Engineer, Carmen Kasner, Atkins North America, Inc. The report presented the following table of streets as needing immediate or near term repairs.

Priority	Street	From/To	Repair type	Repair cost
1	Palm Avenue	3 <sup>rd</sup> St. to S.R. 75	Grind & Overlay	\$ 1,245,935.93
2	12 <sup>th</sup> Street	Oneonta Ave to Holly Avenue	Grind & Overlay	\$ 63,428.63
3	Granger Avenue	Grove Ave. to Imperial Beach Blvd.	Grind & Overlay	\$ 270,116.93
4	Imperial Beach Blvd.	8 <sup>th</sup> St. to 9 <sup>th</sup> St.	Grind & Overlay south lane, east bound	\$ 32,855.31
5	Iris Avenue	Alley to Connecticut St.	Grind & Overlay	\$ 288,556.45
6	Ebony Avenue	Ocean Ln to 2 <sup>nd</sup> Street	Grind & Overlay	\$ 168,332.78
7	Elm Avenue	2 <sup>nd</sup> St. to Seacoast Dr.	Grind & Overlay	\$ 141,383.78
8	Elm Avenue	4 <sup>th</sup> St. to Connecticut St.	Grind & Overlay	\$ 483,827.50
9	Oneonta Avenue	10 <sup>th</sup> Street to Adelfa Court	Grind & Overlay	\$ 267,198.75
10	Grove Avenue	California St. to 5 <sup>th</sup> Street	Grind & Overlay	\$ 88,338.90

As of July 17, 2013, the following priority items have been repaired or the drawings are nearing completion and ready for advertisement for bids:

Priority	Street	From/To	Repair type	Repair Status
1	Palm Avenue	3 <sup>rd</sup> St. to S.R. 75	Grind & Overlay	complete
2	12 <sup>th</sup> Street	Oneonta Ave to Holly Avenue	Grind & Overlay	In design
3	Granger Avenue	Grove Ave. to Imperial Beach Blvd.	Grind & Overlay	In design

9	Oneonta Avenue	10 <sup>th</sup> Street to Adelfa Court	Grind & Overlay	In design
10	Grove Avenue	California St. to 5 <sup>th</sup> Street	Grind & Overlay	In design

Of the remaining priority streets, Elm Avenue (Seacoast to 7<sup>th</sup> Street) – priority 7 and priority 8 - are the next street project City staff recommends to be scheduled for repair and overlay.

**DISCUSSION:**

The recently completed two year study – Lets Move Together - funded by the Environmental Justice Grant and managed by WalkSanDiego - was presented to City Council on January 30, 2013. The Study identified a potential for improved pedestrian, bicycle and vehicle accommodation on Elm Avenue adjacent to Mar Vista High School, Imperial Beach Charter School and South Bay Union School District headquarters. The Elm Avenue section between 4<sup>th</sup> Street and 7<sup>th</sup> Street is heavily congested and a conflicted environment during student/parent arrival and departure times as well as special school events or activities. Given that this section of Elm Avenue is scheduled to be repaired and upgraded to current roadway standards in the next year or two, this is the best time to evaluate improvements for mutual pedestrian, bicycle and vehicle accommodations. Thus staff intends to investigate the potential for better mutual use by pedestrians, bicycles and vehicles by engaging the neighboring residents and the adjacent schools.

Staff has contracted with WalkSanDiego and the City Engineer to work with the City to engage the neighboring residents and school officials through three community meetings to see what if anything the interested parties find as a problem and then to work with the City in identifying potential improvements. The community meetings are currently scheduled as follows:

- Tuesday, July 23, 2013; 6:00 p.m. to 8:00 p.m.
- Tuesday, August 13, 2013; 6:00 p.m. to 8:00 p.m.
- Tuesday, August 27, 2013; 6:00 p.m. to 8:00 p.m.

The first meeting would be to brief the idea to the residents and schools and get their feedback on issues and problems they see; And to show them some of the current thinking on engineering solutions for the joint use of the right-of-way by pedestrians, bicycles, and vehicles.

The second meeting would be to come back and report what we believe we heard from the community/schools, and show them what those solutions might look like on Elm Avenue. We would seek the community's reaction and feedback.

The third meeting would be to come back and present a final or near final scope of work from which we would complete the design and commence a search for grant support to help fund the project. The City will have substantial funds for a large part of the project, but special accommodations designed into the project may need grant support.

This report is presented to advise City Council of staff's plan for preparing Elm Avenue improvements and to provide a discussion opportunity regarding this approach for Elm Avenue improvements.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

WalkSanDiego Agreement	\$5,000 funded from TRANSNET
City Engineer - On Call	\$2,500 estimate (concept drawings)
Supplies and Materials	\$2,500 estimate (traffic counters, announcements)

TOTAL COSTS \$10,000 funded from TRANSNET

**DEPARTMENT RECOMMENDATION:**

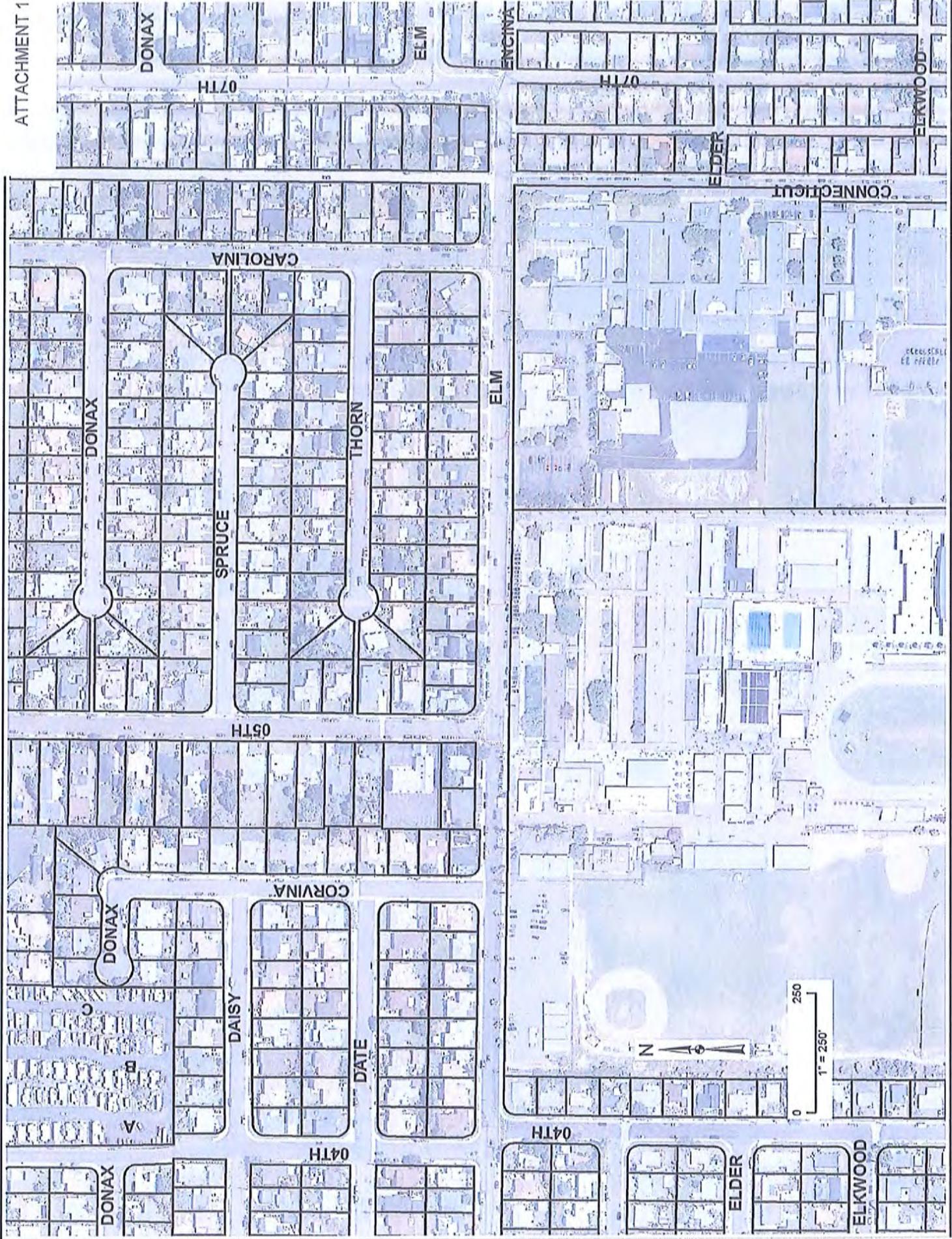
1. Receive this report.
2. Provide City Council an opportunity to discuss the concept presented.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

Attachments:

1. Aerial of Elm Avenue between 4<sup>th</sup> Street and 7<sup>th</sup> Street.





STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 16, 2014

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT  
 GREG WADE, ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR *GW*  
 JIM NAKAGAWA, AICP, CITY PLANNER  
 TYLER FOLTZ, SENIOR PLANNER *TF*

SUBJECT: COUNTY OF SAN DIEGO (APPLICANT); PRELIMINARY REVIEW FOR THE DEMOLITION OF AN EXISTING LIBRARY AND CONSTRUCTION OF A NEW PUBLIC LIBRARY AT 810 IMPERIAL BEACH BOULEVARD (APN 626-400-54-00). MF 1067.

**EXECUTIVE SUMMARY:**

Staff is requesting that the City Council review conceptual plans for the Imperial Beach Branch San Diego County Library and provide design and parking recommendations to County of San Diego staff in preparation of a Request for Proposals, which would result in selection of a Design-Build Entity who would then prepare more detailed plans. The Design-Build Entity would be required to obtain formal discretionary permits from the Imperial Beach City Council while complying with the County's Request for Proposals and budget.

**BACKGROUND:**

The County of San Diego (County) has initiated the process to build a new branch library at the existing Imperial Beach branch library site located at 810 Imperial Beach Boulevard (APN 626-400-54-00). The current proposal consists of the demolition of the existing library and construction of a new 12,000 square foot library and renovation of the Marina Vista Center community room. Also proposed is the reconfiguration and addition of 17 new parking spaces on the east side of 8th Street, and the provision of 21



EXTERIOR DESIGN OF BUILDING TO REFLECT IMPERIAL BEACH LIFE STYLE AS A CALIFORNIA SURF CITY

**WEST EXTERIOR ELEVATION - 8TH STREET**



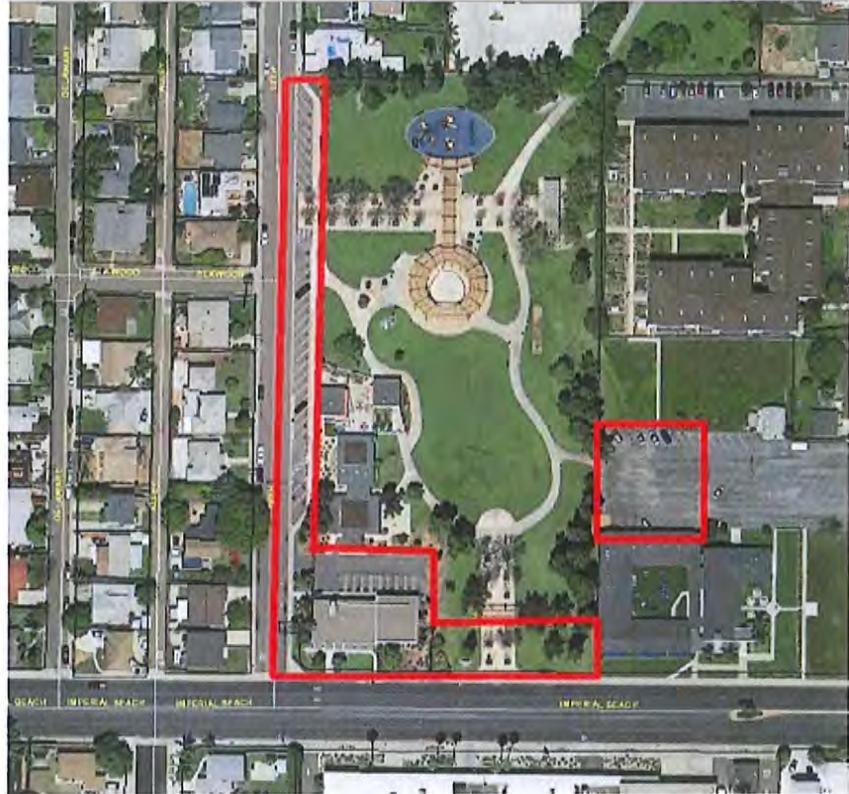
TRASH ENCLOSURE FOR BOTH LIBRARY AND COMMUNITY CENTER

**SOUTH EXTERIOR ELEVATION - IMPERIAL BEACH BLVD**

new parking spaces that would either locate within the existing St. James Church parking lot east of Veterans Park or within a new parking lot on the southern portion of Veterans Park adjacent to Imperial Beach Boulevard (APN 626-400-71-00). The project is located in the PF (Public Facilities) Zone, which is designated to land devoted to public facilities and utilities.

**ANALYSIS:**

The library reconstruction will be a Design-Build project where County staff prepares conceptual designs and a Design Build Entity (DBE) prepares and submits its own designs for the project that would meet the County's Request for Proposals (RFP) and budget. Therefore, the plans presented in this report are conceptual and subject to change. However, the County intends to place language within the RFP requesting more specific design features based on comments received from the City of Imperial Beach. Receiving direction from the



City Council will assist in determining what design features may be placed within the RFP, and how to accommodate for parking to serve the new library.

**DESIGN REVIEW:**

The project site is approximately 16,000 sq. ft. and fronts Imperial Beach Boulevard and 8<sup>th</sup> Street (southwest corner of Imperial Beach Boulevard and 8<sup>th</sup> Street) in the PF Zone. The proposed library would measure 12,000 sq. ft. in floor area and would connect to the existing Marina Vista Center. The Marina Vista Center would require significant remodeling, and perhaps reconstruction, as part of the project. Though the Marina Vista Center would be part of the project, it is intended that the



VIEW FROM IMPERIAL BEACH BLVD LOOKING AT PARKING AND THE LIBRARY  
IMPERIAL BEACH LIBRARY CONCEPTUAL DESIGN

existing programs provided in the Marina Vista Center would not be impacted upon the project's completion. This would require coordination between both County and City staff to ensure library and City programs are properly scheduled. In addition, exterior façade improvements would be applied to the Marina Vista Center to provide a



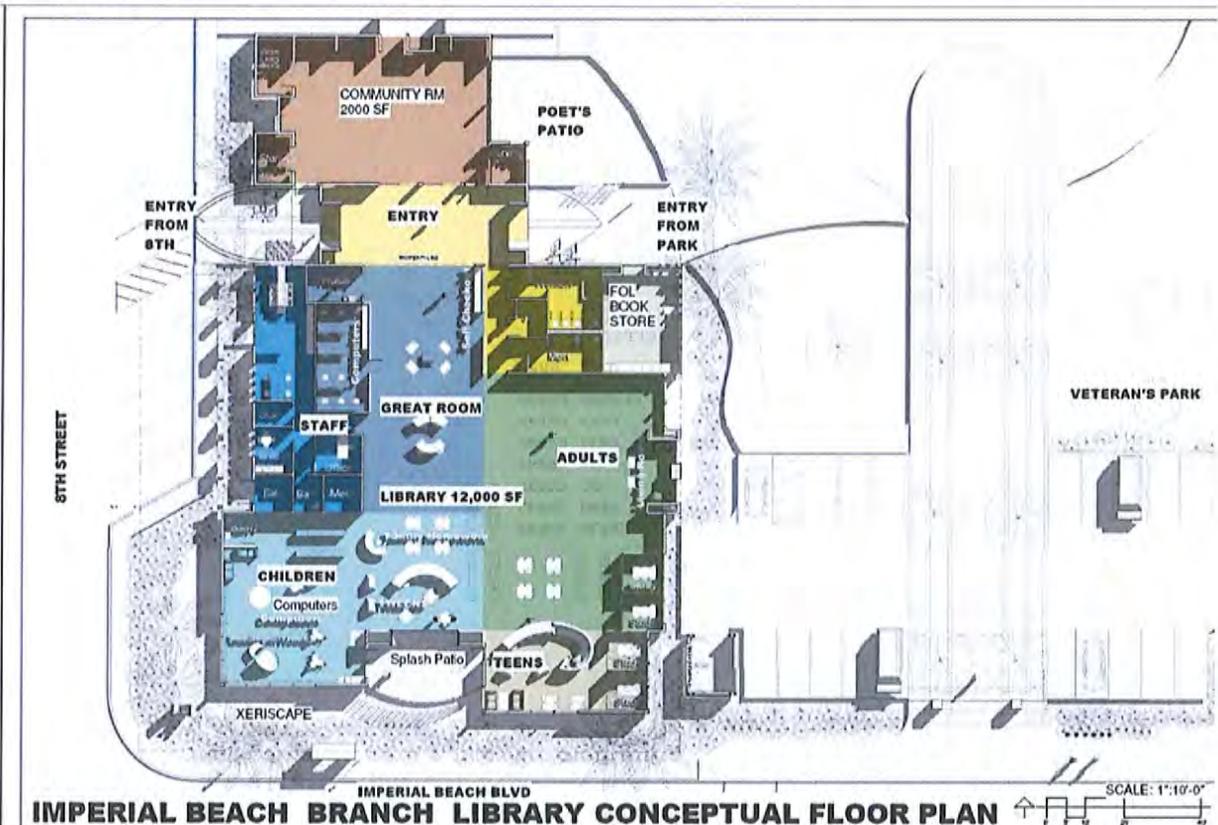
**EAST EXTERIOR ELEVATION - VIEW FROM VETERAN'S PARK**



**NORTH EXTERIOR ELEVATION**

cohesive design with the new library. The materials and extent of the exterior improvements are not known at this time and the DBE would be required to submit final plans detailing the improvements at a later date.

The PF Zone does not provide specific development standards. A formal site plan review, design review, and coastal permit process carried out by the DBE at a later date would establish the final design, setbacks, lot coverage, building height, parking, siting, signage, etc. to assure compatibility with the surrounding lands and uses. The surrounding land uses include park land to the east and north, a church to the east, City Hall to the South, and single-family residences to the west.



**IMPERIAL BEACH BRANCH LIBRARY CONCEPTUAL FLOOR PLAN**

The proposed library would be one story and approximately thirty feet in height. The floor plan would include various indoor rooms inherent to and typical of a library, an outdoor patio on the southern portion of the library building, and an outdoor patio that would be located on the eastern portion of the existing Marina Vista Center. The main entrance for the library would be located on 8<sup>th</sup> Street and would also be accessible from the park. City staff recommended an additional entrance be provided on Imperial Beach Boulevard, particularly to accommodate pedestrian and transit users that frequently use Imperial Beach Boulevard. However, the County has stated that only one entrance is proposed due to staffing and safety concerns since increasing the amount of entrances can limit the ability for library staff to adequately monitor library patrons, particularly children. Though an entrance off Imperial Beach Boulevard is not proposed, an exit onto Imperial Beach Boulevard would be required to meet building/fire safety codes.

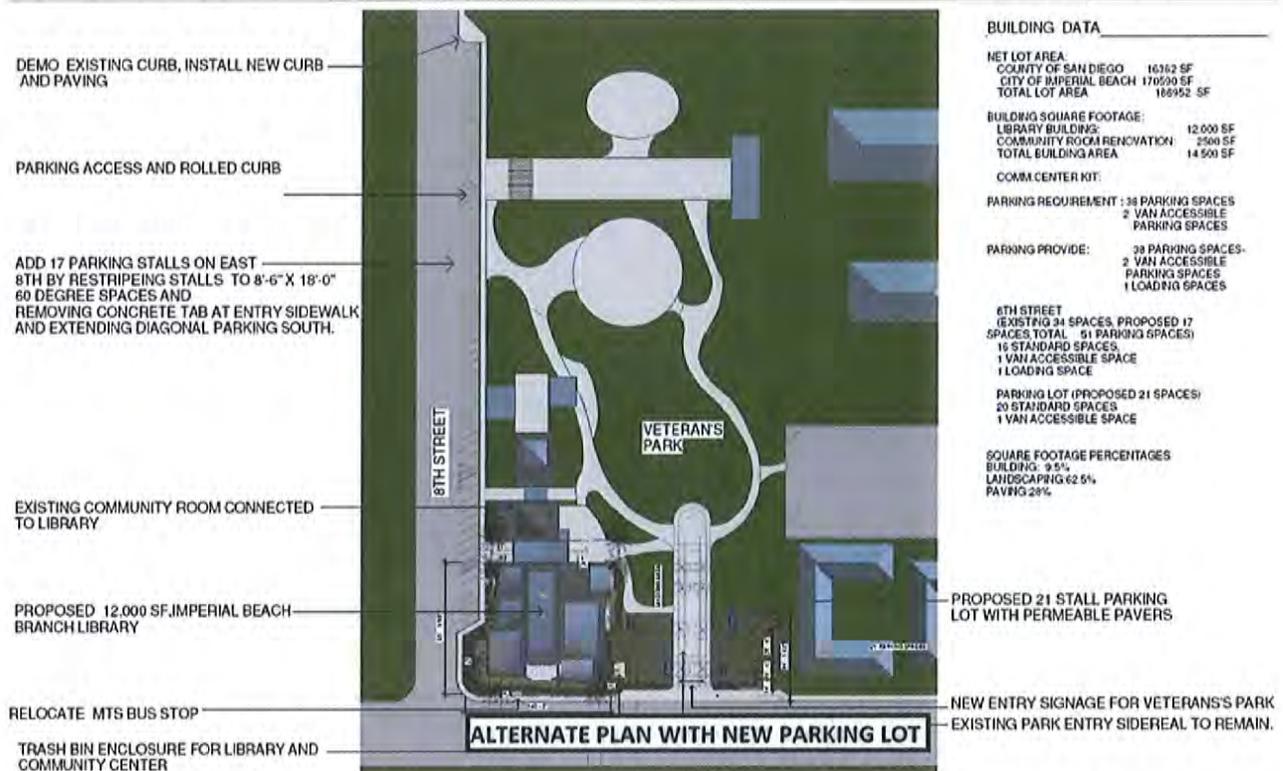
### **Parking**

Parking for the proposed library expansion has been evaluated. The Municipal Code does not provide specific parking requirements for libraries, though it does state that parking requirements should be based upon professionally accepted standards. As such, the County has utilized the Institute of Transportation Engineers (ITE) parking demand rate for libraries to determine the number of recommended parking spaces for the Imperial Beach library. Based on the ITE parking demand rate, the library would require 3.1 parking spaces per 1,000 gross sq. ft. This would require a total of 37.2 parking spaces to meet professionally accepted standards for a 12,000 sq. ft. library. The County has rounded this number up to 38 spaces even though the Municipal Code does not require fractions below one-half to be calculated as a whole space.

The applicant is proposing to provide 17 new parking spaces on the east side of 8<sup>th</sup> Street within the public right-of-way, which would be accomplished by restriping the parking spaces along 8<sup>th</sup> Street so that all spaces are oriented in the same direction (currently, the spaces at the northern portion of the park are angled towards the south, and the remaining spaces are angled towards the north). The street provides enough width for cars traveling south on 8<sup>th</sup> Street to turn around and park in a north-facing parking space. In addition, the existing curb cut behind the library would be removed, allowing for additional angled on-street parking spaces to be provided on 8<sup>th</sup> Street. Parking is typically required to be provided on-site. However, the library property is constrained by its lot size, which currently allows for only 11 parking spaces and a 5,000 sq. ft. building in its existing built-out condition. The project is proposing to build a more modern 12,000 sq. ft. building that will benefit the public and can provide more parking off-site than it could ever provide on-site.

The project is also proposing 21 spaces that would be located within the existing parking lot located at St. James Church (Church) at 866 Imperial Beach Boulevard. Another proposal would be to provide 21 spaces within a new parking lot within the southern portion of Veterans Park off of Imperial Beach Boulevard. It is staff's understanding that the County and Church would enter into a 20-year shared-parking agreement. The benefit of such an arrangement is that Veterans Park would remain in its current condition, and the increased parking demands for the library would be met. In addition, the library is closed on Sunday, which is when the church is primarily in use. However, it is unknown where these 21 parking spaces would be accommodated at the end of the 20-year lease. Therefore, staff recommends that the parking demand be reassessed and determined at that time.

As noted, an alternative plan was also proposed to provide a parking lot in Veterans Park off of Imperial Beach Boulevard. This parking lot would provide 21 spaces and would be composed of permeable pavers to provide aesthetic interest and address stormwater pollution considerations. A trash enclosure would be located in the southwest corner of the parking lot, and both the parking lot and trash enclosure would be screened with landscaping. A pedestrian walkway with a freestanding gateway sign and trees leading through the parking lot into Veterans Park would be provided on Imperial Beach Boulevard. The intent of the walkway would be to provide an inviting and more prominent pedestrian access into the park. The benefit of the parking lot would be to ensure potential increased parking demands are met on a permanent basis directly adjacent to both the library and the park.



It should be noted that the County's parking and traffic report provided an analysis of observed parking demands during a typical weekday for the existing library and noted that a peak of 22 parking spaces were occupied by library patrons from 12:30-12:45PM. The existing library measures approximately 5,000 sq. ft., which suggests that the maximum parking demand for the existing library is one parking space for every 230 sq. ft. of gross floor area. For a 12,000 sq. ft. library, this would correspond to a peak parking demand of 53 parking spaces ( $12,000/230 = 52.17$  spaces; 53 when rounded up). However, staff believes that it is unlikely that the amount of library patrons and parking demand will directly correlate with the size of the new library, particularly as the City continues to emphasize implementation of transportation demand management strategies and reducing carbon footprints and greenhouse gas emissions. In addition, the parking analysis noted that the demand for other uses (residences, park, community center) is low during the peak parking period for the library. Therefore, staff believes that the proposed 38 spaces, which comply with the ITE parking demand rate for libraries, should adequately meet increased parking demand.

Though the shared-parking agreement between the County and Church may be limited to 20 years, staff would recommend that mitigating parking demand without removing park land is recommended. The shared-parking in conjunction with the additional parking spaces on 8<sup>th</sup> Street would provide a total of 38 parking spaces which will meet professional parking standards for a new library.

### **Design Review Board and Public Comment**

City staff presented the project to the Design Review Board (DRB) on March 20, 2014 to receive design recommendations for the City Council's consideration. At the time, the only option to accommodate parking was to provide a 21-space parking lot within Veterans Park along with the 17 additional spaces on the east side of 8<sup>th</sup> Street. The DRB took issue with replacing park space with a parking lot and recommended the County reach an agreement with the Church for a shared-parking arrangement (which, as noted earlier, has since taken place). The DRB also recommended that library provide an entrance on Imperial Beach Boulevard, improve the façade of the Marina Vista Center to provide a cohesive design with the new library, and provide parking for bikes. The DRB appreciated the conceptual plans, landscape elements, and signage.

Comments were also received from the Imperial Beach Women's Club. The Women's Club requested that the proposed library expansion not negatively impact existing programs that take place within the Marina Vista Center, that the square footage of the Marina Vista Center not be reduced, that proper ventilation, air flow, and sunlight be provided, that the storage room south of the Marina Vista Center be replaced, and that the County provide temporary locations for the various programs to continue operation without the Marina Vista Center during construction. The Women's Club also requested that the park remain intact and that the patio on the south of the proposed library building provide a fence/wall of an appropriate height so children do not climb over it.

It is staff's opinion that the proposed conceptual design conforms to the intent and purpose of the design standards outlined in IBMC Section 19.83.010. Staff recommends that the DBE provide for a high level of design quality, implement transportation demand management strategies, provide bicycle parking, integrate the façade of Marina Vista Center with the new library, maintain the same amount of square footage within the Marina Vista Center, and that the project provide similar design features shown in the concept plans, such as drought tolerant landscaping, varied rooflines, building projections, and varied building materials. In addition, if the project ultimately provides shared-parking with the Church, the DBE should provide adequate signage directing vehicular and pedestrian traffic to and from the Church, and any parking areas or pathways should be required to be brought into compliance with American's with Disability Act standards.

**General Plan/Zoning Consistency:** The proposed development is subject to PF (Public Facilities) zoning requirements. The purpose of the PF Zone is to designate land devoted to public facilities and utilities. This designation includes public schools, parks, civic and public parking facilities. All lands under public or quasi-public ownership and lands utilized for public recreational purposes may be zoned in the public facilities classification. A public library would comply with the zoning designation and General Plan/Local Coastal Plan.

STANDARDS	PROPOSED
The PF Zone does not provide specific development standards. The site plan review process determines all applicable setbacks, lot coverage, building height, parking, siting, signs and other standards required to assure compatibility with the surrounding lands and uses. The project must conform to the applicable elements of the City of Imperial Beach General Plan and the Coastal Land Use Plan (Section 19.24.030).	The structure would locate near all property lines, and a new parking lot would locate on Imperial Beach Boulevard. The use is consistent with the General/Coastal Plan, and the City Council would determine applicable development standards.
Parking requirements for libraries are not specifically provided in the Municipal Code. The parking requirements for this use shall be determined by the community development department, subject to approval by the City Council. The determination shall be based upon professionally accepted standards (Section 19.48.060).	The County has analyzed the parking impacts of a new library and has proposed to provide additional parking spaces on 8 <sup>th</sup> Street and shared parking at St. James Church or a new parking lot in Veterans Park to mitigate for the larger footprint of the library. The proposed parking would be consistent with professionally accepted standards.

**Surrounding Land Use and Zoning**

Surrounding Areas	Surrounding Zoning	Surrounding Land Use
North	PF (Public Facilities)	Park
South	PF (Public Facilities)	City Hall
East	R-1-6000 (Single-Family Residential)	Church
West	R-1-3800 (Single-Family Residential)	Residential

**ENVIRONMENTAL DETERMINATION:**

The applicant would need to comply with the requirements of the California Environmental Quality (CEQA). The County is preparing a Mitigated Negative Declaration (MND) assessing potential environmental impacts and mitigation measures. The MND would be circulated through the State Clearinghouse for public review prior to scheduling the project for a City Council hearing. The MND would be certified by the County Board of Supervisors as the lead agency for this project.

**COASTAL JURISDICTION:**

This project is located in the coastal zone as defined by the California Coastal Act of 1976. At a future date, a City Council public hearing would serve as the required coastal permit hearing and the City Council would consider the findings under the California Coastal Act. Pursuant to the City of Imperial Beach Zoning Ordinance Section 19.87.050, review of the proposal would consider whether the proposed development satisfies the required findings prior to the approval and issuance of a Coastal Development Permit. The project is not located in the Appeal Jurisdiction of the California Coastal Commission as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map and, as such, would not be appealable to the California Coastal Commission under Section 30603(a) of the California Public Resources Code.

**FISCAL IMPACT:**

There is no fiscal impact for the project.

**RECOMMENDATION:**

1. Receive report and entertain public testimony;
2. Provide comments on the project proposal and provide direction on the parking options. These comments would be incorporated into the County's Request for Proposal for the Imperial Beach Library. Items of consideration may include the following:
  - Design (color, materials, height, signage, landscaping, etc.)
  - Parking (location, signage, access, term for shared-parking)
  - Transportation demand management strategies (i.e. bicycle parking)
  - Entrance off of Imperial Beach Boulevard
  - Patio off of Imperial Beach Boulevard
  - Marina Vista Center design integration
  - Marina Vista Center programs

Attachments:

1. Plans (showing parking lot in Veterans Park)



*On Time  
On Budget*

**County of San Diego**  
**Department of General Services**  
5560 Overland Avenue, San Diego, California, 92123

San Diego County  
Library  
Imperial Beach Branch  
Library

**SITE  
PLAN**

Project Number	Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

**A1.1**

Scale 1" = 40'-0"

3/6/2014 2:58:23 PM

**BUILDING DATA**

NET LOT AREA:  
COUNTY OF SAN DIEGO 16362 SF  
CITY OF IMPERIAL BEACH 170590 SF  
TOTAL LOT AREA 186952 SF

BUILDING SQUARE FOOTAGE:  
LIBRARY BUILDING: 12,000 SF  
COMMUNITY ROOM RENOVATION: 2500 SF  
TOTAL BUILDING AREA 14,500 SF

COMM.CENTER KIT:  
PARKING REQUIREMENT : 38 PARKING SPACES  
2 VAN ACCESSIBLE  
PARKING SPACES  
PARKING PROVIDE: 38 PARKING SPACES-  
2 VAN ACCESSIBLE  
PARKING SPACES  
1 LOADING SPACES

8TH STREET  
(EXISTING 34 SPACES, PROPOSED 17  
SPACES,TOTAL 51 PARKING SPACES)  
16 STANDARD SPACES,  
1 VAN ACCESSIBLE SPACE  
1 LOADING SPACE

PARKING LOT (PROPOSED 21 SPACES)  
20 STANDARD SPACES  
1 VAN ACCESSIBLE SPACE

SQUARE FOOTAGE PERCENTAGES  
BUILDING: 9.5%  
LANDSCAPING:62.5%  
PAVING:28%

PROPOSED 21 STALL PARKING  
LOT WITH PERMEABLE PAVERS

NEW ENTRY SIGNAGE FOR VETERANS'S PARK  
EXISTING PARK ENTRY SIDEREAL TO REMAIN.

DEMO EXISTING CURB, INSTALL NEW CURB  
AND PAVING

PARKING ACCESS AND ROLLED CURB

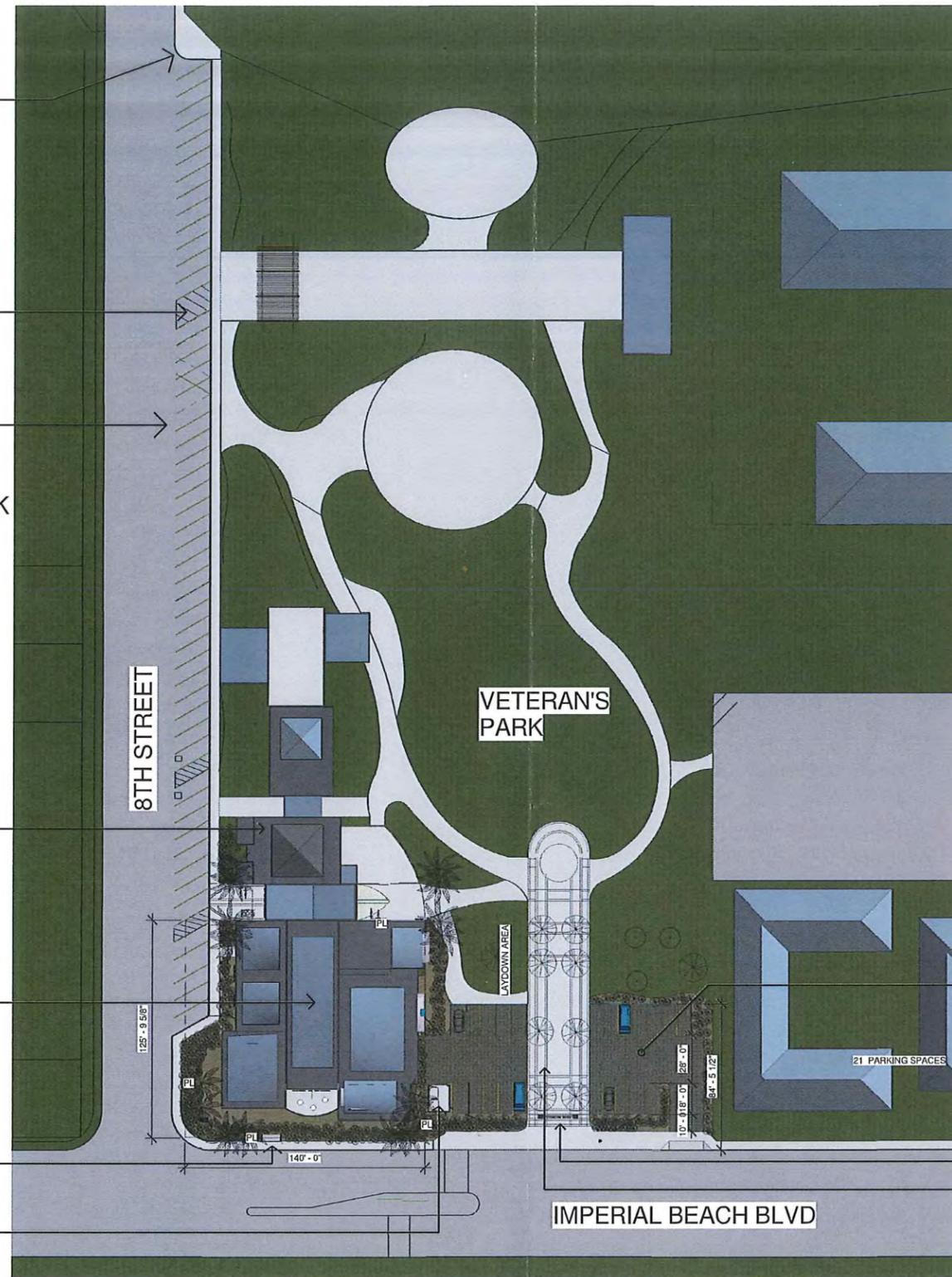
ADD 17 PARKING STALLS ON EAST  
8TH BY RESTRIPEING STALLS TO 8'-6" X 18'-0"  
60 DEGREE SPACES AND  
REMOVING CONCRETE TAB AT ENTRY SIDEWALK  
AND EXTENDING DIAGONAL PARKING SOUTH.

EXISTING COMMUNITY ROOM CONNECTED  
TO LIBRARY

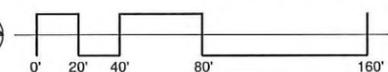
PROPOSED 12,000 SF.IMPERIAL BEACH  
BRANCH LIBRARY

RELOCATE MTS BUS STOP

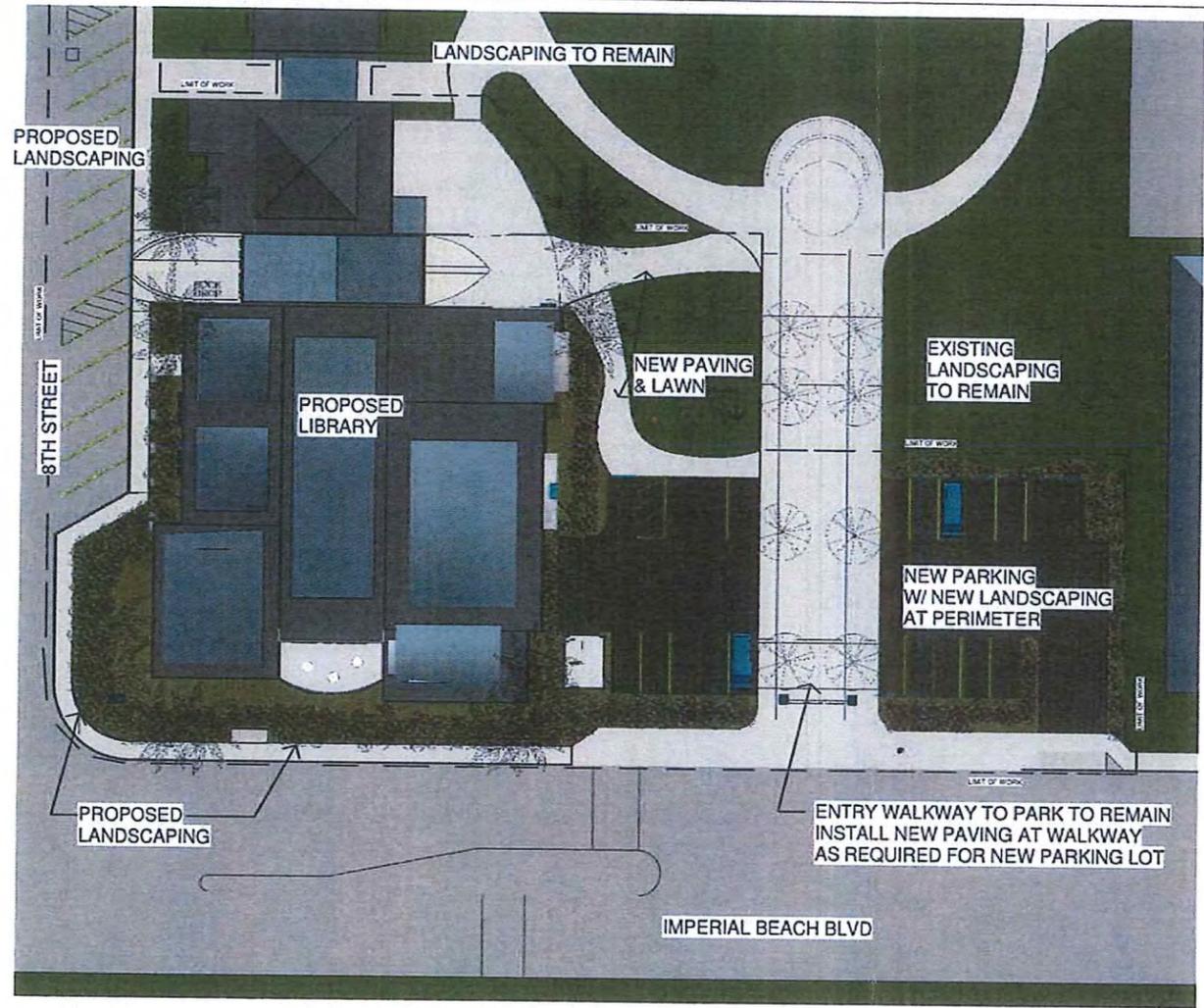
TRASH BIN ENCLOSURE FOR LIBRARY AND  
COMMUNITY CENTER



**IMPERIAL BEACH BRANCH LIBRARY CONCEPTUAL SITE PLAN**



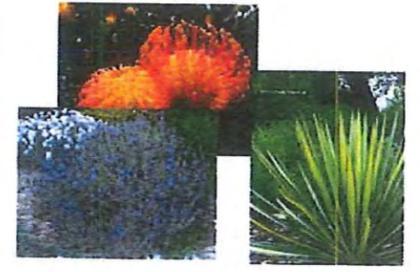
SCALE: 1"=40'-0"



CONCEPTUAL LANDSCAPE PLANTING



DROUGHT TOLERANCE TREES



DROUGHT TOLERANCE SHRUBS



DROUGHT TOLERANCE TALL GRASSES



On Time  
On Budget

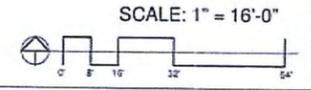
County of San Diego  
Department of General Services  
5560 Overland Avenue, San Diego, California, 92123

San Diego County  
Library  
Imperial Beach Branch  
Library

LANDSCAPE PLAN

Project Number	1400000
Date	Issue Date
Drawn by	Author
Checked by	Checker
<b>A1.2</b>	
Scale	1/16" = 1'-0"

**LANDSCAPE PLAN**  
**IMPERIAL BEACH BRANCH LIBRARY CONCEPTUAL DESIGN**





On Time  
On Budget

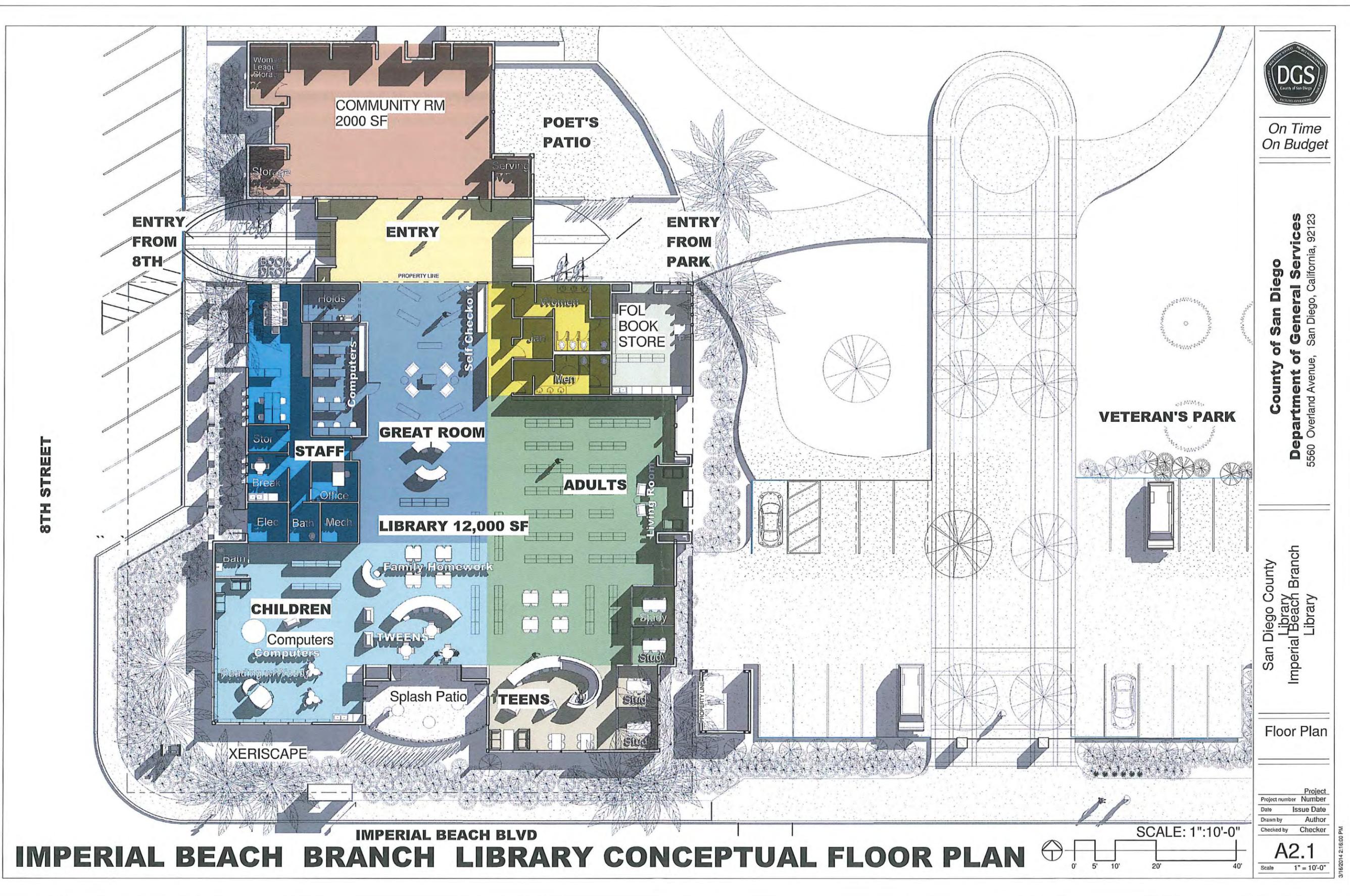
County of San Diego  
Department of General Services  
5560 Overland Avenue, San Diego, California, 92123

San Diego County  
Library  
Imperial Beach Branch  
Library

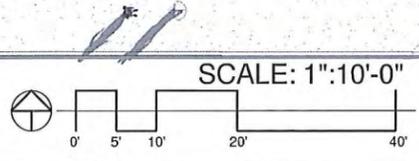
Floor Plan

Project Number	
Date	Issue Date
Drawn by	Author
Checked by	Checker
<b>A2.1</b>	
Scale 1" = 10'-0"	

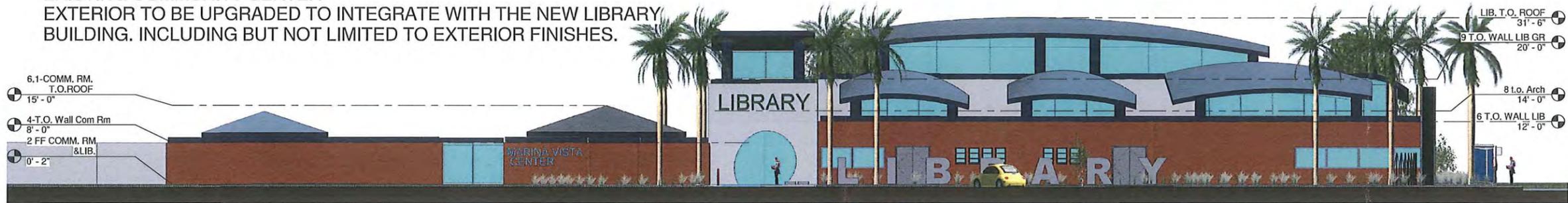
3/16/2014 2:16:00 PM



# IMPERIAL BEACH BRANCH LIBRARY CONCEPTUAL FLOOR PLAN



EXISTING COMMUNITY CENTER  
EXTERIOR TO BE UPGRADED TO INTEGRATE WITH THE NEW LIBRARY  
BUILDING. INCLUDING BUT NOT LIMITED TO EXTERIOR FINISHES.



EXTERIOR DESIGN OF BUILDING TO REFLECT IMPERIAL BEACH LIFE STYLE  
AS A CALIFORNIA SURF CITY

## WEST EXTERIOR ELEVATION - 8TH STREET

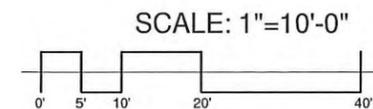
ENTRY SIDEWALK TO PARK WILL REMAIN, WITH A NEW  
ENTRY WAY AND SIGNAGE IDENTIFYING "VETERAN'S PARK"



TRASH ENCLOSURE FOR BOTH LIBRARY AND COMMUNITY CENTER

## SOUTH EXTERIOR ELEVATION - IMPERIAL BEACH BLVD

# IMPERIAL BEACH BRANCH LIBRARY CONCEPTUAL DESIGN



On Time  
On Budget

County of San Diego  
Department of General Services  
5560 Overland Avenue, San Diego, California, 92123

San Diego County  
Library  
Imperial Beach Branch  
Library

EXTERIOR  
ELEVATION

Project Number	
Date	Issue Date
Drawn by	Author
Checked by	Checker

A3.1

Scale 1" = 10'-0"



On Time  
On Budget

County of San Diego  
Department of General Services  
5560 Overland Avenue, San Diego, California, 92123

San Diego County  
Library  
Imperial Beach Branch  
Library

EXTERIOR  
ELEVATION

Project number	Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

A3.2

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PROPOSED PARKING AREA ADJACENT TO LIBRARY

ENTRY TO LIBRARY FROM PARK  
AND 8TH STREET

## EAST EXTERIOR ELEVATION - VIEW FROM VETERAN'S PARK

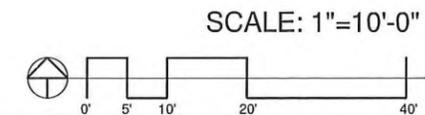


PARKING ADJACENT TO PARK

COMMUNITY ROOM TO OPEN UP TO LIBRARY

## NORTH EXTERIOR ELEVATION

# IMPERIAL BEACH BRACH LIBRARY CONCEPTUAL DESIGN





**VIEW FROM IMPERIAL BEACH BLVD LOOKING AT PARKING AND THE LIBRARY  
IMPERIAL BEACH LIBRARY CONCEPTUAL DESIGN**



AGENDA ITEM NO. 5.4

**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ANDY HALL, CITY MANAGER *AA*

**MEETING DATE:** APRIL 16, 2014

**ORIGINATING DEPT.:** CITY ADMINISTRATION

**SUBJECT:** CONSIDERATION OF AN OPERATING AGREEMENT WITH THE BOYS & GIRLS CLUB AND A FIELD USE AGREEMENT WITH IMPERIAL BEACH LITTLE LEAGUE AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE TO MAINTAIN AND OPERATE RECREATIONAL FACILITIES OWNED BY THE CITY OF IMPERIAL BEACH AND ADOPTION OF RESOLUTIONS 2014-7470 AND 2014-7471 AUTHORIZING EXECUTION OF THE AGREEMENTS

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**EXECUTIVE SUMMARY:**

On February 19, 2014, the City Council directed staff to prepare the necessary agreements that would allow the Boys and Girls Club to maintain and operate the Imperial Beach Recreation Center, Skate Park, Tot Lot and associated amenities, and the Imperial Beach Little League and Imperial Beach Girls Softball League to use, maintain and operate the playing fields at the Imperial Beach Sports Park as recommended by the subcommittee of the City Council. Following successful negotiations, the agreements have been prepared for consideration by the City Council.

Adoption of Resolution 2014-7470 would authorize approval of an agreement between the City of Imperial Beach and the Boys & Girls Club to operate and maintain the Imperial Beach Recreation Center, the Skate Park, Tot Lot and associated amenities. The agreement would last until June 30, 2015, but could be extended by the City Council in accordance with the agreement. The Boys and Girls Club will operate enhanced recreational activities in the Sports Park facility for the benefit of City residents.

Adoption of Resolution 2014-7471 would authorize approval of an agreement between the City of Imperial Beach and the Imperial Beach Little League and the Imperial Beach Girls Softball League to use, manage and maintain the ball fields located at the Sports Park facility. The agreement would last until June 30, 2015, but could be extended by the City Council in accordance with the agreement. Collectively, the "Leagues" will provide the maintenance of the fields and schedule the use of the facilities concentrating primarily on the activities of the Little League and Girls Softball youth leagues.

**BACKGROUND:**

During the summer of 2013, the City Council discussed various options for enhancing the Imperial Beach recreation program and operating the Imperial Beach Sports Park by finding a professional provider of recreation services. It was determined that a Request for Proposals

(RFP) would be prepared and a subcommittee of the City Council was formed to review the proposals. In addition to the subcommittee, the City Council directed staff to work with a recreation task force to identify the preferred alternative for the recreation program and operation of the Sports Park.

Only one proposal was submitted to the City for consideration prior to the deadline. The Boys & Girls Club responded to the RFP and their proposal was reviewed by the subcommittee and task force. The Boys & Girls Club has unique expertise and extensive experience in administering sports and recreation programs in addition to institutional knowledge obtained from operating sports and recreation programs throughout San Diego County. Further, the Club proposed to provide the residents of City with more, and better, sports and recreation programs than are offered currently by City and by City employees. Subsequent discussions and proposals resulted in an alternative that would include maintenance and enhanced operation of the Recreation Center, Skate Park and Tot Lot by the Boys & Girls Club with the fields being managed and maintained by the Imperial Beach Little League and the Imperial Beach Softball Girls League (collectively the "Leagues").

The concept of two separate agreements was presented to the City Council on February 19, 2014 and the City Council directed staff to proceed with the preparation of the agreements between the City of Imperial Beach and the Boys & Girls Club and the Leagues, respectively.

#### **ANALYSIS:**

The City Council has been addressing this issue for many months and there is little need for additional dialog. Each of the agreements is scheduled to expire on June 30, 2015 to coincide with the Imperial Beach Municipal Budget cycle, unless extended by the City Council. Each of the agreements is accompanied by a resolution that authorizes the City Manager to execute the agreement and establishes the basic parameters of the agreement. The resolutions and each of the agreements have been attached hereto for review by the City Council. The City is not transferring ownership of any of the Sports Park facilities with these agreements. There are some additional exhibits that need to be prepared that cannot be completed until a final walk thru of the facility is conducted with representatives of the various parties and City staff. Otherwise, the details of each agreement are embodied in the agreement.

The City Council has authorized up to \$50,000 in the municipal budget that will be used to offset the power and water costs for the facility with the remainder of the funds, if any, being used to conduct any necessary improvements to the facility. If either, or both, of the agreements are extended beyond June 30, 2015, the City Council will have to determine if additional funding to offset utilities or complete improvements will be included in future budgets. Additionally, the City Council has authorized up to \$10,000 to be used for scholarships for lower income Imperial Beach residents to ensure their ability to participate in the recreation programs offered by the Boys & Girls Club.

It is important to note that if the City Council is inclined to approve the agreements, the City Manager will be tasked with providing the existing employees notification of separation from employment with the City of Imperial Beach. Consistent with the personnel policies of the City, the employees will be given a thirty (30) day notice before the Boys & Girls Club assumes operation and maintenance of the facility. Additionally, the Boys & Girls Club agreement compels the Club to consider the existing City of Imperial Beach employees for employment positions. This has been clearly portrayed to the parties who have agreed to provide interviews for the existing employees.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

It is difficult to accurately assess the fiscal impact of this action. While it is clear that there will be savings in conjunction with having fewer employees, there are also revenues generated from the recreation programs. The maintenance expenses will likely be lower, but the City will still be involved in any major maintenance that occurs at the facility. The City Council has authorized the provision of \$50,000 that will be used to offset power and water costs as well as to provide funds for necessary improvements. The City Council has also authorized up to \$10,000 to be used for scholarships for lower income Imperial Beach residents.

**RECOMMENDATION:**

Staff is recommending that the City Council adopt Resolution 2014-7470 authorizing the City Manager to execute an agreement with the Boys & Girls Club to operate and maintain the Imperial Beach Recreation Center, Skate Park, Tot Lot and associated amenities. Staff is further seeking approval of Resolution 2014-7471 authorizing the City Manager to execute an agreement with the Imperial Beach Little League and the Imperial Beach Girls Softball League to use and maintain the ball fields at the Sports Park facility.

**ATTACHMENTS:**

1. Resolution 2014-7470
2. Resolution 2014-7471
3. Agreement between the City of Imperial Beach and the Boys & Girls Club
4. Agreement between the City of Imperial Beach and the Imperial Beach Little League and the Imperial Beach Girls Softball League

**RESOLUTION NO. 2014-7470**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AN OPERATING AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND THE BOYS & GIRLS CLUB FOR OPERATION AND MAINTENANCE OF THE SPORTS PARK**

**WHEREAS**, the City of Imperial Beach ("City") is the owner of certain real property located at 425 Imperial Beach Boulevard, commonly referred to as the "Sports Park," which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, Picnic Tables, Playground/Tot Lot, and Parking areas; and

**WHEREAS**, The Boys & Girls Club ("Club") is a California nonprofit public benefit corporation that provides recreational, social/educational programs, services and activities to the general public, including the citizens of City and is a well-respected charity in San Diego County; and

**WHEREAS**, after consideration of the types of providers that could provide these recreational services, in the Summer of 2013, the City Council directed that a request for proposal for operation of Sports Park be submitted to two qualified professional providers of recreation services and Club was the only professional provider who submitted its qualifications/proposal to operate the Sports Park; and

**WHEREAS**, Club has unique expertise and extensive experience in administering sports and recreation programs in addition to institutional knowledge obtained from operating sports and recreation programs throughout San Diego County; and

**WHEREAS**, Club has previously operated the Sports Park and provided recreational programs; and

**WHEREAS**, the proposed Operating Agreement ("Agreement") between City and Club will provide the residents of City with more, and better, sports and recreation programs than are offered currently by City and by City employees; and

**WHEREAS**, the City Council finds and declares that the services to be provided by Club under this Agreement are sufficiently technical in nature that they require specialized training and expertise, and constitute professional services within the meaning of Imperial Beach Municipal Code section 3.04.160; and

**WHEREAS**, the City Council finds and declares that the services provided by Club under this Agreement could not feasibly be provided by City employees, and constitute specialized services; and

**WHEREAS**, due to the fact that the City will need to separate certain City employees from employment as a result of entering into this Agreement with the Club, the City held "meet and confer" sessions with the City's affected labor union prior to negotiating an agreement with any entity to operate Sports Park. The City and the labor union agreed to the terms of a tentative agreement in September of 2012 (attached as Exhibit 1 to this Resolution) which will be followed by the City as this Agreement moves forward; and

**WHEREAS**, City desires that Club enter into this Agreement to enhance its recreation programs within Imperial Beach, the terms and conditions of which are expressed in the Agreement; and

**WHEREAS**, in consideration of City entering into this Agreement with Club, Club shall provide defined sports and recreation programming to the public and shall assume responsibility for the maintenance and operation of the areas of Sports Park subject to this Agreement, the terms and conditions of which are expressed in the Agreement; and

**WHEREAS**, Sports Park is primarily intended for the benefit of City of Imperial Beach residents, and the purpose of this Agreement is to preserve and enhance the health and well-being of Imperial Beach residents; and

**WHEREAS**, the Agreement is solely an operating agreement and the City is not transferring any ownership interests in the Sport Park or its facilities. Various facilities subject to this Agreement will still be available for use by the public when not in use by the Club or others authorized by Club to use the facilities; and

**WHEREAS**, approval of this Agreement is not a Project subject to CEQA review; and

**WHEREAS**, City and Club now desire to enter into the Agreement to memorialize the terms and conditions of the Club's operation and maintenance of the Sports Park facilities.

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

1. The above recitals are true and correct and are hereby incorporated as findings.
2. The City Council hereby approves the "Tentative Agreement between the City and SEIU regarding Sports Park" attached hereto as Exhibit 1.
3. The City Council hereby approves the Agreement between the City and Club for an initial term to start on the day that the City Manager executes the Agreement through June 30, 2015; authorizes the City Manager to execute the Agreement; and authorizes the City Manager to take any actions necessary to implement the Agreement, including any steps necessary to implement the terms of the Tentative Agreement with SEIU.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16th day of April 2014, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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

**RESOLUTION NO. 2014-7471**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A FIELD USE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH, THE IMPERIAL BEACH LITTLE LEAGUE, AND THE IMPERIAL BEACH SOFTBALL LEAGUE FOR USE OF SPORTS PARK FACILITIES**

**WHEREAS**, Imperial Beach Little League ("IBLL"), a 501(c)(3) nonprofit corporation, and Imperial Beach Softball League ("IBGS"), a 501(c)(3) nonprofit corporation, both provide recreational services to the youth of Imperial Beach and have done so for many years (referred to collectively as "Leagues"); and

**WHEREAS**, Leagues have used the baseball and softball facilities at Sports Park for many years; and

**WHEREAS**, the City of Imperial Beach ("City") finds that it is in the best interests of its citizens to facilitate the recreational use by Leagues of the Sports Park baseball/softball and related facilities; and

**WHEREAS**, Leagues have agreed to take over the maintenance and scheduling of the Sports Park fields and related facilities as identified in the Field Use Agreement ("Agreement") and to use any net proceeds generated from such use to maintain and improve the facilities at Sports Park; and

**WHEREAS**, due to the fact that the workload of Public Works employees may be impacted as a result of entering into this Agreement with the Leagues, the City held "meet and confer" sessions with the City's affected labor union, the Service Employees International Union, Local 221 (the "SEIU") prior to negotiating an agreement with any entity to operate Sports Park facilities. The City and the SEIU agreed to the terms of a tentative agreement in September of 2012 (attached as Exhibit 1 to this Resolution), of which the applicable terms will be followed by the City as this Agreement moves forward; and

**WHEREAS**, the Agreement is solely a use agreement and the City is not transferring any ownership interests in the Sport Park or its facilities. The facilities subject to this Agreement will still be available for use by the public when not in use by the Leagues or others authorized by Leagues to use the facilities; and

**WHEREAS**, the City and Leagues now desire to enter into the Agreement to memorialize the terms and conditions of the Leagues' use and maintenance of the Sports Park facilities.

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

1. The above recitals are true and correct and are hereby incorporated as findings.
2. The City Council hereby approves the "Tentative Agreement between the City and SEIU regarding Sports Park" as to item 7 of the Tentative Agreement. The remaining items of the Tentative Agreement with SEIU are not applicable to the approval of the Agreement with the Leagues.

3. The City Council hereby approves the Agreement between the City and Leagues for an initial term to start on the day that the City Manager executes the Agreement through June 30, 2015; authorizes the City Manager to execute the Agreement; and authorizes the City Manager to take any actions necessary to implement the Agreement, including any steps necessary to implement the applicable terms of the Tentative Agreement with SEIU.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16th day of April 2014, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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

## AGREEMENT

### OPERATING AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH, CALIFORNIA, AND THE BOYS & GIRLS CLUB, A CALIFORNIA NON-PROFIT, PUBLIC BENEFIT CORPORATION, FOR OPERATION AND MAINTENANCE OF THE IMPERIAL BEACH SPORTS PARK BY THE CLUB

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Imperial Beach ("CITY"), a municipal corporation, and The Boys & Girls Club ("CLUB"), a California non-profit public benefit corporation. CITY and CLUB are hereinafter sometimes individually referred to as "party" and, collectively, as the "parties."

#### RECITALS:

**WHEREAS**, CITY is the owner of certain real property located at 425 Imperial Beach Boulevard, commonly referred to as the "Sports Park," as set forth in Imperial Beach Municipal Code section 12.56.010 ("the Property") as described in Exhibit A, which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, Picnic Tables, Playground/Tot Lot, and Parking areas (this Agreement excludes the ball fields on the southern portion of the Property as shown in Exhibit A); and

**WHEREAS**, CITY acknowledges that CLUB provides recreational, social and educational programs, services and activities to the general public, including the citizens of CITY and that CLUB is a well-respected charity in San Diego County; and

**WHEREAS**, CLUB has a unique expertise and extensive experience in administering sports and recreation programs in addition to institutional knowledge obtained from running sports and recreation programs throughout San Diego County; and

**WHEREAS**, CLUB has previously operated the Property and provided recreational programs; and

**WHEREAS**, this Agreement will provide the residents of CITY with more, and better, sports and recreation programs than are offered currently by CITY and by CITY employees; and

**WHEREAS**, City Council finds and declares that the services provided by CLUB under this Agreement are sufficiently technical in nature that they require specialized training and expertise, and constitute professional services within the meaning of Imperial Beach Municipal Code section 3.04.160; and

**WHEREAS**, the City Council finds and declares that the services provided by CLUB under this Agreement could not feasibly be provided by CITY employees, and constitute specialized services; and

**WHEREAS**, CITY desires that CLUB enter into this Agreement to enhance its recreation programs within Imperial Beach, the terms and conditions of which are expressed herein; and

**WHEREAS**, in consideration of CITY entering into this Agreement with CLUB, CLUB shall provide defined sports and recreation programming to the public, and shall assume responsibility for the maintenance and operation of the Property, the terms and conditions of which are expressed herein; and

**WHEREAS**, the Property is primarily intended for the benefit of City of Imperial Beach residents, and the purpose of this Agreement and the Property is to preserve the health and well-being of Imperial Beach residents; and

**WHEREAS**, this Agreement supersedes all prior written and/or oral agreements, statements or other matters by and between CITY and CLUB related to the Property.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth, the parties hereby agree as follows:

**I. TERM**

- A. Commencement:** The term of this Agreement shall be from the commencement date of this Agreement on \_\_\_\_\_, 2014 ("Commencement Date") until June 30, 2015 ("Initial Term"), unless otherwise modified by mutual written agreement of the parties. It is understood and agreed that CLUB's ability to use the Property is contingent upon the fulfillment of its obligations and covenants contained in this Agreement.
- B. Renewal Option:** At the end of the Initial Term of this Agreement, the parties have the option to renew this Agreement by mutual agreement for two (2) additional two (2) year periods ("Renewal Term") to correlate with the bi-annual budget cycle of City. Each Renewal Term may be exercised by CLUB providing written notice to CITY at least six (6) months prior to the expiration of the existing term of the Agreement and CITY will then consider CLUB's performance under the provisions of this Agreement in deciding whether or not to approve a renewal term.
- C. Termination:** This Agreement may be terminated without cause by either party with six [6] months advance written notice to the other party.
- D. Holdover:** CLUB shall have no rights of holding over after expiration or termination of the Agreement.
- E. Surrender of Facilities:** Upon termination or expiration of this Agreement, CLUB shall surrender all buildings, replacements, changes, additions and improvements constructed or placed by CLUB thereon, with all equipment or apparatus in or appurtenant thereto, except all movable fixtures [not including equipment or apparatus] installed by CLUB, to

CITY in a serviceable, safe and sanitary condition and good order and repair, except reasonable wear and tear. If any removal of such personal property by CLUB results in damage to the remaining improvements on the Property, CLUB agrees to repair all such damage at their sole cost and expense.

**F. Surrender of Records:** Upon termination or expiration of this Agreement, CLUB shall deliver to CITY copies of all files, plans, records, registers and other papers and documents which may be required for the proper operation and management of the Property, except those files or documents that may contain confidential information that must be protected by CLUB. CLUB shall surrender the Property free and clear of all liens and encumbrances, except those existing on the Commencement Date of this Agreement or those approved in writing by CITY. It is understood that CITY shall be entitled to a mandatory injunction to enforce this provision.

## **II. PROPERTY SUBJECT TO THE OPERATING AGREEMENT**

**A. The Property:** For the purposes of operating Sports Park for the benefit of the citizens of Imperial Beach, CITY hereby delivers exclusive possession of the Property as depicted on Exhibit A subject to any covenants, conditions, and restrictions listed in this Agreement (including but not limited to the requirement that CLUB hold certain areas of the Property open to the public for public use in Section III(L); the existing lease mentioned under Section II(G) of this Agreement; and any easements or other encumbrances in the title report attached as Exhibit G) to CLUB and CLUB agrees to operate the Property, which includes but is not limited to the Recreation Center, Skate Park, Outdoor Basketball Court, Picnic Tables, Playground/Tot Lot, and Parking areas.

**B. Acceptance of Property:** CLUB and CITY will conduct a preliminary walk through to identify the existing condition of the Property and equipment. An inventory of condition will be prepared and attached hereto as Exhibit D. Following the walk through, CLUB accepts the Property in an "AS IS" condition as of the Commencement Date of this Agreement as established by Section I(A), subject to the limitations in this Section and unless otherwise provided for under the terms of the Agreement. By signing this Agreement, CLUB represents and warrants that it has independently inspected the Property and made all tests, investigations and observations necessary to satisfy itself of the condition of the Property. CLUB agrees it is relying solely on such independent inspections, tests, investigations and observations in making this Agreement. CLUB further acknowledges that it does not hold CITY responsible for any defects in the Property and that CITY has made no representations or warranties of any kind, express or implied, with respect to the Property. CLUB's obligations under this Agreement shall not be diminished on account of any defect in the Property, any change of condition, or any damage occurring on the Property except as provided in this Agreement.

**C. Representations:** CITY has made no representations or warranties, expressed or implied, with respect to the Property and CLUB shall acquire no rights, easements or

licenses in or to the Property by implication or otherwise except as expressly set forth in this Agreement. CLUB understands that this Agreement is solely an operating agreement and the CITY is not granting any real property rights or interests to CLUB by entering into this Agreement. CITY represents that it has full authority and ability to enter into this Agreement.

**D. Public Property:** CLUB understands that the Property that is the subject of this Agreement is owned by the City of Imperial Beach and is public property.

**E. Subsurface Rights:** CITY hereby reserves all rights, title and interest in any and all subsurface rights, including but not limited to natural gas, oil, minerals, and/or other hydrocarbon materials or substances and water under, on or within the Property, without the right of surface entry.

**F. Easements:** CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the Property for utilities or access as it deems advisable for the public good.

**G. Cricket Wireless Telecommunications Facility:** The wireless telecommunications facility located in the area shown on Exhibit E is the subject of a lease agreement between CITY and Cricket Wireless. This facility shall remain under the leasehold of CITY and shall be maintained by Cricket Wireless pursuant to the terms of the lease between CITY and Cricket Wireless. CITY shall retain any and all rights to the monthly payment made by Cricket Wireless to CITY pursuant to said lease agreement.

**H. CITY Right to Enter:** CITY reserves and shall have the right to enter the Property at any time in response to an emergency and at reasonable hours, upon prior reasonable notice to CLUB for the purpose of viewing and ascertaining the condition, for making necessary repairs, or developing municipal resources and services, to protect its interest in the Property, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that the Property is not in a serviceable, safe, healthy and sanitary condition, CITY shall have the right but not the duty, after ten (10) days' written notice to CLUB, to have any necessary maintenance or repair work done at the expense of CLUB. Further, if at any time CITY determines that Property is not in a serviceable, safe, healthy and sanitary condition, CITY may at its option, upon ten (10) days' notice, require CLUB, at their expense, to file with CITY a faithful performance bond to assure prompt correction of any condition which is not serviceable, safe, healthy or sanitary. If CLUB does not obtain the performance bond within 10 days of receiving the request, the City has the option to obtain the bond and charge the cost of the bond to CLUB. The rights reserved in this section shall not create any obligations or duties on CITY or increase obligations elsewhere in this Agreement imposed on CITY, nor do any rights reserved in this section limit any authority City may have in administering and enforcing state or local laws, regulations, or ordinances.

### III. CLUB RESPONSIBILITIES AND OPERATIONAL REQUIREMENTS

- A. Operation Fee:** As an operation fee, CLUB shall: (i) pay CITY \$1.00 per year in advance, (ii) modify and maintain the Property at CLUB's sole cost, and (iii) provide to the general public and citizens of Imperial Beach recreational, social and educational programs at a desirable level.
- B. Use and Programming:** It is expressly agreed that the Property to be operated by CLUB for the purpose of establishing, installing, maintaining and operating the Property to provide, at a minimum, the sports and recreation programming set forth in Exhibit B. Use of the Property for activities other than park and recreation activities are strictly prohibited pursuant to deed restrictions on the Property. Any CLUB programs offered in addition to those listed in Exhibit B are subject to the approval of the City Manager, or the City Manager's designee. No approval required by this Agreement shall be unreasonably withheld.
- C. Hours of Operation:** CLUB, with written consent of CITY which shall not be unreasonably withheld, shall be responsible for establishing hours of operation for all activities other than those areas of the Property required to be open to the public, as set forth in Section III (L).
- D. CLUB Employees:** CLUB shall provide an experienced and well-qualified on-site supervisor to oversee all operations conducted by CLUB at the Property. CLUB shall ensure that its employees are well-trained and shall at all times conform to all applicable rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by CITY. CLUB shall maintain a staff in adequate size and number, to CITY's satisfaction, to effectively operate, maintain and administer all services offered. CLUB shall conduct background checks of its prospective employees, including but not limited to criminal fingerprint clearance through the Department of Justice.
- E. Equipment:** CITY retains the right to require CLUB to discontinue the use of those items that are of a quality or nature unacceptable to CITY.
- F. Fee Schedule:** CLUB shall at all times maintain a complete list or schedule of the prices and charges for all goods or services, or combinations thereof, supplied to the public on or from the Property whether the same are supplied by CLUB or by concessionaires, permittees or licensees. Fees and rates, and any adjustments thereto shall not exceed the cost of providing the services, which includes any regular and acceptable overhead costs. Discounted fees for all memberships, goods and services shall be established for City of Imperial Beach residents (residency to be determined by the CLUB). CLUB shall establish scholarships based on financial need, for members of the public who do not have the ability to pay the established fees. Any fees to be charged are subject to the following exceptions:

**1. Skate Park:** CLUB shall operate the Skate Park as a public, non-profit facility, in compliance with the terms of a grant agreement between CITY and the Tony Hawk Foundation attached hereto as Exhibit F, which provided funding for construction of the park and in compliance with Imperial Beach Municipal Code Chapter 12.56. CLUB may charge fees for use of the Skate Park which are not inconsistent with these requirements. CITY prefers to allow the Skate Park to be used free of charge, except special events (i.e. competitions, exhibitions, etc.). Any fee charged for the use of the Skate Park by CLUB shall include a discounted Skate Park fee for City of Imperial Beach residents. CLUB shall be responsible to reimburse the CITY for the cost of any grant funds CITY is required to repay to the Tony Hawk Foundation as a result of CLUB's operation of the Skate Park.

- G. Improvements:** This Agreement is executed with the understanding and agreement that CLUB may find it necessary to make certain improvements to the Property in order to provide the required programming to the public. CLUB covenants and agrees that its operations, including any needed improvements to the Property, must be established, improved, and paid for wholly at the expense of CLUB, except as otherwise specified in this Agreement. CLUB shall diligently pursue any necessary improvements, provided however that CLUB shall be granted an extension for the completion of any modifications required under this Agreement if delay is caused by reason of strikes, fire, acts of God or other events beyond the control of CLUB, or unless the parties agree otherwise in writing. All improvements to the Property by CLUB are subject to the prior written approval of the City and are subject to any local, state or federal permits or building requirements. Within sixty (60) days following a request from CITY, CLUB shall furnish CITY with a complete set of "as built" plans for any improvements done by CLUB.
- H. Prevailing Wages:** CLUB shall, when required by law, pay prevailing wages for public works performed on the Property. As a material part of this Agreement, CLUB agrees to assume all risk and liability arising from any decision by CLUB or any contractor or subcontractor of CLUB not to pay prevailing wages for work required by this Agreement as evidenced by the requirements of Section IX(A)(1) of this Agreement.
- I. Contribution by City:** CITY agrees to pay the water and electricity costs for the Property until June 30, 2015. After June 30, 2015, Club and City will determine how much, if any, of the utility costs will be paid by City during the preparation of the Imperial Beach Two Year Municipal Budget. Additionally, City will provide up to \$10,000, per fiscal year, in scholarships for qualified residents who would otherwise not be able to participate. Such residents will be required to submit a request to CITY for consideration. Scholarships will be provided in accordance with policies and procedures of CITY and funds given directly from CITY to CLUB.
- J. Maintenance and Operation:** Except as specifically provided in Section III(I) above, as part of the consideration for permission to operate and use the Property, CLUB agrees to assume full responsibility and cost for all maintenance and operation of the Property

described in Exhibit A, including minor and routine maintenance, and major maintenance and repair, up to \$1,000 of all facilities, fields and buildings on the Property, in consultation with CITY. The Property shall be maintained in a condition satisfactory to CITY throughout the term of this Agreement. CLUB will conduct the repair and maintenance, including interior and exterior of buildings, equipment and apparatus, in conformity with all applicable laws, including the Prevailing Wage Law and the Public Contract Code. CLUB will ensure that the entire Property and all equipment and exterior landscaping are maintained in a safe and aesthetically pleasing manner, as established by (i) health and safety codes, (ii) standards established by exemplary facilities of a similar type, and (iii) CITY. CLUB will make general maintenance repairs within seven working days, and will make emergency (safety-related liabilities) repairs immediately. CLUB will provide custodial services and routine maintenance services for the Property. Should CLUB determine that the Property, in whole or in part, must be closed due to repair, renovation or maintenance, CLUB shall give CITY thirty (30) days advance notice prior to such closure and discuss ways to mitigate any impacts of such closure, unless an emergency condition exists, in which case, the CLUB will make a good faith effort to give CITY notice of the closure within twenty-four (24) hours of learning of the emergency condition.

- K. City Employees:** At the time of this Agreement, CITY has employees currently working at the Sports Park (hereinafter "Current Employees") whose names and contact information shall be provided to CLUB. CLUB shall offer each of the Current Employees the opportunity to interview for employment with CLUB. Further, the Current Employees shall receive priority for employment with CLUB where a Current Employee meets the qualifications and requirements for a position, as designated by CLUB.
- L. Public Access to Programs/Events:** Members of the public shall not be required to join CLUB (Boys and Girls Club or any affiliate or subset of the parent organization) in order to access any program and/or events offered at the Property by or supported by CLUB or its associates, contractors, or others acting on its behalf. Nonetheless, the CLUB may charge daily and other use fees as provided in this Agreement. CLUB shall not charge the public for parking. The Playground and Tot Lot portions of the Property as described on Exhibit C shall be open to the public free of charge at all times that the Property is open to the public, unless specifically reserved for a special event approved by CLUB. At the time of execution of this Agreement, the open hours for the Property are 7:00 a.m. until 10:00 p.m., pursuant to Imperial Beach Municipal Code section 12.56.020(X), which may be amended from time to time. The areas of the Property that are required to remain open to the public at all times that the park is open to the public are depicted in Exhibit C.
- M. Evaluation/Annual Reports:** On or about the first anniversary of the Commencement Date and then annually thereafter, CLUB shall provide annual reports to the CITY denoting Imperial Beach participant numbers, total participant numbers, events coordinated, capital projects completed, budget, next year operating and maintenance

plan and fee schedule, and any other pertinent statistics. CLUB shall provide CITY a written report on the first ninety (90) days of operation within the first six (6) months of this Agreement, which report shall include the same information as required in the annual report. On or about the first anniversary of the Commencement Date and then annually thereafter, CITY shall evaluate CLUB's performance in fulfilling its responsibilities under this Agreement. CITY and CLUB will mutually establish criteria to be used in performing this evaluation of CLUB's services. The evaluation shall include the CLUB's professional evaluation of current programs and the needs of City of Imperial Beach residents so that the CLUB and the CITY can discuss opportunities to further expand or modify services to meet the most current needs of the community.

- N. **Use by Others:** The CLUB may allow short term recreational use of the Property to other groups or organizations, subject to regulations and fees as imposed by CLUB and in accordance with Imperial Beach Municipal Code Chapter 12.56.

#### IV. TAXES AND UTILITIES

- A. **Taxes:** CITY shall not be obligated to pay any taxes, assessments or fees assessed or levied ("Impositions") upon the Property CLUB agrees to pay, before delinquency, all Impositions upon the Property.
- B. **Payment before Delinquency:** Any and all Impositions and installments of Impositions required to be paid by CLUB under this Agreement shall be paid by CLUB at least ten (10) days before each such Imposition, or installment thereof, become delinquent, and the official and original receipt for the payment for such Imposition or installment thereof shall immediately be given to CITY.
- C. **Payment by CITY:** Should CLUB fail to pay within the time specified in this Article any Impositions required by this Article to be paid by CLUB, CITY may, without notice to or demand on CLUB, pay, discharge, or adjust such imposition for the benefit of CLUB. In such event, CLUB shall, on or before the first day of the next calendar month following any such payment by CITY, reimburse CITY for the full amount incurred by CITY in so paying, discharging, or adjusting such imposition together with interest thereon at the highest permissible legal rate per annum, from the date of payment by CITY until the date of repayment by CLUB.
- D. **Utilities:** Except as provided in Section III (I) above, CLUB is responsible for the cost of all utilities necessary for operation of the Property, including but not limited to water, sewer, cable, solid waste removal, telephone and electricity.

#### V. REPORTS / RECORDS

- A. **Annual Program Financial Report:** Commencing no later than July 31<sup>st</sup> of each year after CLUB assumes management and operation of the Property, CLUB shall provide a

written accounting to CITY for the previous calendar year of all (i) fees, appropriate portion of CLUB membership fees and other income (excluding donations and grants) hereinafter called "Property income", and (ii) costs of repair, maintenance, expansion, renovation and operation hereinafter called "Property costs." Any excess of annual Property income over Property costs shall be held by CLUB and accounted for in an account which may be used by CLUB for the following Property-related purposes: operation and program costs, repair, maintenance, expansion, renovation, equipment or the prior year's deficit, if any. Any excess of annual Property costs over annual Property income shall be at cost to CLUB. Each such accounting shall be pursuant to generally accepted accounting principles as applied consistently to all CLUB branches and operating units, and shall be accompanied by CLUB's written certification that the accounting is accurate and complete.

- B. Inspection of Records:** CLUB agrees to make any and all records and accounts available to CITY for inspection at all reasonable times so that CITY can determine CLUB's compliance with this Agreement. These records and accounts will be complete and accurate showing all income and receipts from the use of the Property. CLUB's failure to keep and maintain such records and make them available for inspection by CITY shall be deemed a default of this Agreement. CLUB shall maintain all such records and accounts for a minimum period of five (5) years following the expiration or termination of this Agreement.

## **VI. COMPLIANCE WITH LAW**

CLUB shall at all times in the use, maintenance, occupancy and operation of the Property comply with all applicable laws, statutes, ordinances and regulations of CITY, County, State and Federal governments at CLUB's sole cost and expense, whether or not said laws are expressly stated or referred to herein. This shall include, but not be limited to, compliance with the provisions of the Imperial Beach Municipal Code Chapter 12.56 related to the use of public parks and recreation facilities. In addition, CLUB shall comply with any and all notices by CITY under the authority of any such law, statute, ordinance or regulation.

## **VII. DEFAULTS AND REMEDIES**

- A. Default:** The following shall be treated as events of default by CLUB:

1. Failure to perform any covenant or condition required by this Agreement and failure to cure such default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, failure to commence to cure the default(s) within said thirty (30) day period diligently pursue such cure to completion; or
2. Becoming insolvent, or voluntarily filing, or having involuntarily filed against it, any petition under any bankruptcy or insolvency act or law; or
3. Being adjudicated bankrupt; or

4. Making a general assignment for the benefit of creditors.

In any of these events of default, CITY may, at its option, without further notice or demand upon CLUB or upon any person claiming rights through CLUB, immediately terminate this Agreement and all rights of CLUB and of all persons claiming rights through CLUB to the Property or to possession thereof and CITY may enter and take possession of the Property.

**B. Remedies:** If CITY shall be required to exercise its right to cure default(s) through litigation, CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

1. CITY may correct said default(s) and charge the costs thereof to CLUB, which shall be due and payable within thirty (30) days after presentation by CITY to CLUB.
2. CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.

**C. Abandonment:** If CLUB has breached the Agreement and abandoned the Property for more than five (5) consecutive days, CITY may enforce all its rights and remedies hereunder including, but not limited to, the right to reenter and take possession of buildings, improvements, equipment and appurtenances thereto, and to recover any and all damages.

**D. Endangerment:** In the event CITY determines that CLUB's provision of service, program and/or staff endangers the public health, safety and/or welfare, CITY reserves the right to terminate such use immediately.

**E. Waiver:** Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager of CITY in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Agreement. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY and CLUB specifically agree that the Property is intended for the benefit of the citizens of Imperial Beach and that failure by CITY to discover a default to take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered.

**F. Security Interest and Lien on Improvements And Personal Property:** CITY shall have a security interest and first lien paramount to all others on every right and interest of CLUB in and to this Agreement, and on any building or improvement on or thereafter

placed on the Property, and on any furnishings, equipment, fixtures or other personal property of any kind belonging to CLUB, or the equity of CLUB therein, on the Property. The security interest and lien are granted for the purpose of securing considerations, taxes, assessments, charges, liens, penalties, and damages to be paid by CLUB, and for the purpose of securing the performance of all of CLUB's obligations under this Agreement. The security interest and lien shall be in addition to all rights of CITY given under statutes of this state, which are now or shall hereinafter be in effect.

## VIII. EMINENT DOMAIN

- A. Taking:** This Agreement is contingent upon the Property being owned by the City of Imperial Beach. If the Property or portion thereof is taken through condemnation proceedings or under threat of condemnation by another public authority with the power of eminent domain, this Agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- B. Award:** All monies awarded in any such taking shall belong to CITY. In the event CITY is not the condemning authority, CITY shall have no liability to CLUB for any award not provided by the condemning authority.
- C. Transfer:** CITY has the right to transfer CITY's interest in the Property in lieu of condemnation to any authority entitled to exercise the power of eminent domain.
- D. No Inverse Condemnation:** The exercise of any CITY right under this Agreement shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation so long as such rights do not unreasonably or substantially interfere with CLUB's operations.
- E. Relocation Assistance:** CLUB agrees that nothing contained in this Agreement shall create any duty in CITY for relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16 of the Government Code, as same may be amended or supplemented, upon the expiration or earlier termination of this Agreement.

## IX. MECHANICS' LIENS; STOP NOTICES

- A. Mechanics' Liens; Stop Notices:** CLUB shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at the place of construction, done by it, or caused to be done by it, on the Property, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Property, CLUB shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. If improvements, alterations or repairs are made or are caused to be made to the Property by CLUB, and a lien or notice of lien is filed, CLUB shall within five (5) days of such filing either:

1. Take all actions necessary to record a valid release of lien; or
2. File with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

**B. Indemnification:** CLUB shall indemnify, defend, and hold CITY harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for CLUB or persons claiming under CITY.

**C. Notice of Lien or Stop Notice:** Should any claim of lien or stop notice related to CLUB's work of improvement of the Premises be filed against the Premises or any action be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.

**D. Notice of Nonresponsibility:** CITY or its representatives shall have the right to post and keep posted on the Premises notices of nonresponsibility or such other notices which CITY may deem to be proper for the protection of CITY's interest in the Premises. CLUB shall, before the commencement of any work which might result in any such lien or stop notice, give to CITY written notice of its intention to do so in sufficient time to enable posting of such notices.

## **X. INDEMNIFICATION**

### **A. Hold Harmless and Indemnification:**

1. CLUB hereby indemnifies, defends, and holds harmless CITY and its Council members, agents, officers, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of CLUB, or an agent, invitee, guest, employee, or anyone in, on or about the Property, with respect to the Property, the operations or services under this Agreement, or with respect to the application of any of CLUB's policies to activities or operations at the Property, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, loss of use, or claims pertaining or related to the release or use of hazardous materials, including but not limited to those listed in 49 CFR 172.101; intentional infliction of harm, including any workers' compensation suits, compliance with prevailing wage and public contracting requirements, compliance with tax laws, liability, or expense, arising from or connected with services performed by on behalf of CLUB by any person pursuant to this Agreement;

infringement of a patent or copyright or disclosure of a trade secret; and violation of state and federal antitrust laws; provided, however, that (1) nothing herein shall relieve CITY from liability to the extent that such liability arises from CITY's sole established negligence or willful misconduct and (2) nothing herein shall relieve CITY from liability to the extent that such liability arises solely from CITY operations conducted on the Property. For purposes of this indemnity clause, "Property" shall include all portions of the Property described in Exhibit A and Exhibit E. This indemnity shall not require payment of a claim by CITY or any of its Council members, officers, employees, agents or volunteers as a condition precedent to CITY's recovery hereunder. CLUB's obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by CITY and its Council members, officers, employees, agents and volunteers.

2. CLUB shall at all times save CITY free and harmless and indemnify CITY against all claims for labor and materials in connection with operations, improvements, alterations, or repairs to the Property and the costs of defending against such claims including attorney's fees.

#### **B. Hazardous Materials:**

1. **Hazardous Materials Laws-Definition:** As used in this Section X(B), the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., sec.9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., sec.1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., sec. 6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, soil and ground water conditions or other similar substances or conditions.
2. **Hazardous Materials – Definition:** As used in this Section X(B) the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:
  - a. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
  - b. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
  - c. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or
  - d. is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or CLUB with respect to any third person under any Hazardous Materials Law.

- 3. CLUB's Representations and Warranties:** CLUB represents and warrants that, during the Term of this Agreement or any extension thereof, CLUB shall comply with the following provisions of this Section unless otherwise specifically approved in writing by CITY, subject to the terms and conditions of CLUB's maintenance obligations provided elsewhere in this Agreement:
- a. CLUB shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Property by CLUB, its agents, employees, assigns, contractors or invitees, except as required by CLUB's permitted use of the Property in the normal course of operations;
  - b. Any handling, transportation, storage, treatment or usage by CLUB of Hazardous Materials that is to occur on the Property following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
  - c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Property following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Property by CLUB at its sole expense, and any such discharge shall be promptly reported in writing to CITY, and to any other appropriate governmental regulatory authorities;
  - d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by CLUB in the Property;
  - e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by CLUB on the Property without CITY's prior written consent;
  - f. CLUB shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Property in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of CITY;
  - g. CLUB shall promptly supply CITY with copies of all notices, reports, correspondence, and submissions made by CLUB to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
  - h. CLUB shall promptly notify CITY of any liens threatened or attached against the Property pursuant to any Hazardous Materials' Law. If such a lien is filed against the Property, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Property pursuant to the lien, CLUB shall either: (a) pay the claim and remove the lien from the Property, or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to CITY in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Agreement, CLUB shall surrender the Property to CITY free of any

and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Property.

## XI. INSURANCE

- A. Coverage:** Without limiting CLUB's indemnification of CITY, as provided above, CLUB shall take out and maintain at all times during the term of this Agreement, and shall require any contractors performing work on the Property to furnish, the following insurance at its sole expense:
- 1. Liability:** Public liability and property damage insurance in the amount of not less than \$1,000,000 per occurrence in the primary and \$2,000,000 per occurrence in the excess for a stackable amount of \$3,000,000 per occurrence. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CLUB or by authorized representatives of CLUB on or in connection with CLUB's use and operation of the Property.
  - 2. Automobile Liability:** Automobile liability insurance in the amount of not less than \$1,000,000 combined single limit in the primary and \$2,000,000 per occurrence in the excess for a stackable amount of \$3,000,000 per occurrence. At all times during the term of this Agreement, CLUB shall maintain automobile liability insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles in a form and with insurance companies acceptable to CITY.
  - 3. Workers' Compensation:** CLUB shall maintain California Workers' Compensation Insurance with statutory limits. CLUB shall provide the CITY with a certificate of Workers' Compensation Insurance coverage.
  - 4. Employer's Liability Insurance:** CLUB shall provide Employers' Liability insurance in the amount of, at least \$1,000,000 per accident for bodily injury and disease. CLUB shall provide the CITY with a certificate of Employers' Liability Insurance.
  - 5. Sexual Molestation Liability (SML) Insurance:** CLUB shall provide sexual molestation liability (SML) insurance in the amount of \$2,000,000 per occurrence or event with an annual aggregate limit of \$4,000,000.
- B. Conditions:** All insurance policies shall list CITY, its Council members, officers, employees, and agents as additional insureds, protect CITY as its interest may appear against reasonable legal costs in defending claims and shall not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California.
- C.** CLUB shall provide evidence of compliance with the insurance requirements listed above by providing certificates of insurance, in a form satisfactory to the Administrative Services Director of CITY. Copies of the insurance certificate will remain on file with CITY during the entire term of this Agreement. At least thirty (30) days prior to the expiration of each certificate, CLUB shall furnish a certificate showing that a new or extended policy has been obtained which meets the terms of this Agreement. For any

claims related to this Agreement, CLUB's insurance shall be primary insurance as respects CITY, its officers, officials, employees, agents, representatives, and/or volunteers.

- D. Acceptable Insurance Companies:** Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the State. Such insurance carriers shall have not less than an "A-"policy holder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide unless otherwise approved by CITY.
- E. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$25,000 must be declared to and approved by CITY prior to the execution of this Agreement, but may be adjusted in CITY's discretion over the term of this Agreement for inflation.
- F. Modifications:** CITY, at its discretion, may reasonably require the revision of amounts of coverage at any time during the term by giving CLUB sixty (60) days prior written notice. CITY's requirements shall be designated to assure protection from and against the kind and extent of risk existing on the Property. CLUB also agrees to obtain any additional insurance required by CITY for new improvements in order to meet the requirements of this Agreement.
- G. Accident Reports:** Within seventy-two (72) hours (twenty-four (24) hours for death or serious accidents), CLUB shall report to CITY any accident causing more than ten thousand dollars (\$10,000) worth of property damage or any serious injury to persons using the Property. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.
- H. Waste, Damage, or Destruction:** CLUB agrees to give notice to CITY of any fire or other damage that may occur at the Property within three days of such fire or damage. CLUB agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Property clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY.
- I. Failure to Comply:** If CLUB fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. CLUB shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within 30 days of payment stating the amount paid, names of the insurer and rate of interest. Said reimbursement and interest shall be paid by CLUB on the first day of the month following the notice of payment by CITY. Notwithstanding the preceding provision, if CLUB fails or refuses to take out or maintain insurance as required in this Agreement, or fails to provide the proof of insurance, CITY has the right

to declare this Agreement in default without further notice to CLUB and CITY shall be entitled to exercise all legal remedies in the event of such default.

## **XII. DAMAGE OR DESTRUCTION**

- A. CLUB's Duty to Repair Casualty:** Except as provided in this section and subject to the terms and conditions of CLUB's maintenance obligations provided elsewhere in this Agreement, should the Property be damaged by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature (Casualty), CLUB, at CLUB's sole cost and expense, shall, as expeditiously as reasonably possible, consult with CITY and repair any damages to the Property, and repair, restore and replace any such damaged or destroyed fixtures, improvements or personal property.
  
- B. Construction Provisions:** In the event of any reconstruction of the Property, fixtures or improvements required of CLUB pursuant to this Section, CLUB shall repair the Property, and repair or rebuild such fixtures and improvements, to substantially the same condition they were in immediately preceding such Casualty.
  
- C. No Abatement:** In the event of reconstruction, replacement or repair by CLUB pursuant to this Section as approved by CITY, CLUB shall continue its operations on the Property during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. CLUB shall not be entitled to any compensation or damages from CITY for loss of use of the whole or any part of the Property, CLUB's personal property or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

## **XIII. GENERAL PROVISIONS**

- A. Entire Agreement:** This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof. Neither of the parties has relied upon any oral or written representation or oral or written information given to it by any representative of the other party. All prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, medication or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. Each party has relied on its own examination of the Property, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself. Each of the parties agrees that no other party, agent, or attorney of any other party has made any promise, representation or warranty, whatsoever, which is not contained in this Agreement. Failure or refusal of any party to read the Agreement or other documents, inspect the Property and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have

been based on these actions. No modification, amendment or alteration of this Agreement will be valid unless it is in writing and signed by all parties.

- B. Covenant Running With the Land:** This Agreement shall be binding upon and shall inure to the benefit of the parties, and their assigns, agents, servants, employees and successors in interest, including, but not limited to, any person or entity claiming title through CLUB to all or any portion of the Property. The benefits and burdens described herein constitute covenants running with the land for the benefit of the Property owned by CITY.
- C. Headings:** The headings of Sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.
- D. Amendments:** The governing bodies of CITY and CLUB may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of each organization. Amendments shall not invalidate this Agreement, but may relieve or release either party from certain obligations contained herein.
- E. Additional Instruments to Be Executed:** The parties shall execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, or assurance in this Agreement whenever occasion shall arise and request for such instruments shall be made.
- F. Counterparts:** This Agreement may be executed in counterparts and, when so executed by the parties, shall become binding upon them and each such counterpart will be an original document.
- G. Waiver:** No covenant, term or condition of this Agreement shall be deemed to be waived by any party hereto unless such waiver is in writing and executed by the party making the waiver. No waiver or a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.
- H. Severability:** If any provision of this Agreement is held invalid, the Agreement shall not be affected thereby and shall nevertheless be in full force and effect to the fullest extent permissible by law.
- I. Successors And Assigns / Binding Effect:** CLUB shall not be entitled to assign or sublet all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of CITY, which consent shall not be unreasonably withheld. Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations

thereby assigned or subleased and that it will keep and perform all covenants, conditions and provisions of this Agreement which are applicable to the rights acquired. Any purported assignment or subletting without CITY's prior written consent shall be void.

- J. Governing Law and Venue:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be deemed made and entered into San Diego County, which shall also be deemed to be the sole proper venue for any action or proceeding to this Agreement.
- K. Attorney's Fees:** In the event any action shall be instituted by CITY in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, including reasonable attorneys' fees as fixed by the Court therein.
- L. Inconsistencies and Ambiguities:** This Agreement is to be deemed to have been prepared jointly by the parties hereto with advice of counsel and, if any inconsistencies or ambiguities exist herein, they shall not be interpreted or construed against any particular party as the drafter.
- M. Independent Contractor:** This Agreement by and between CITY and CLUB and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between CITY and CLUB. CLUB understands and agrees that all persons furnishing services for and on behalf of CLUB pursuant to this Agreement are, for purposes of liability, employees solely of CLUB and not of CITY.
- N. Nondiscrimination/Equal Opportunity:** CLUB, for itself, its successors and assigns and all persons claiming under or through it, covenants that it shall not discriminate against or segregate against any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation, in the operations, occupancy, use or enjoyment of the Property. CLUB shall adopt guidelines to ensure that neither CLUB nor any person claiming under or through it, will establish or permit any practice of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, licensees, employees or vendees in the Property or the improvements thereon. CLUB shall not prophesy or promote its creed to persons making use of the Property. CLUB further covenants to comply with all State and Federal nondiscrimination laws now or hereafter in effect. The foregoing covenants shall run with the leasehold. CLUB agrees to abide by CITY's equal opportunity policy as it exists or is amended to the extent that the program is applicable to this Agreement. A copy of the program effective as of the date of this Agreement is on file in the office of the City of Imperial Beach.

**O. Notices:** All notices, demands or other communications concerning this Agreement shall be directed to the following authorized representatives. Any party may change its address by a notice given to the other party.

**CITY**

City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932  
Phone: (619) 423-8303  
Attn: City Manager

**CLUB**

The Boys & Girls Club  
847 Encina Avenue  
Imperial Beach, CA 91932  
Phone: (619) 424-2266  
Attn: President

Any such notices shall be deemed given when deposited in the mail as required herein above and shall be deemed received 48 hours after being deposited as required herein. The person and the place to which notices are to be mailed may be changed by either Party by notice to the other.

**P. Authority:** Each party and its respective agents executing this Agreement warrants and represents that it has full power and authority to execute, deliver and perform the obligations under this Agreement, and that each party's performance hereunder has been duly authorized by requisite actions on the part of that party.

**Q. Time of Essence:** Time is of the essence of each and every provision of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO have executed this Agreement on date first above written.

**CITY OF IMPERIAL BEACH**

**THE BOYS & GIRLS CLUB**

\_\_\_\_\_  
ANDY HALL, CITY MANAGER

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY SUBJECT TO THE OPERATING AGREEMENT**

- Note (ball field area to be removed as indicated in attached map)

**LEGAL DESCRIPTION**

**The land referred to herein is situated in the State of California, County of San Diego, City of Imperial Beach and described as follows:**

Parcel 1:

The North 390.00 feet of the West Half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Excepting therefrom the West 960.00 feet thereof.  
Also excepting therefrom any and all street openings.

Parcel 2:

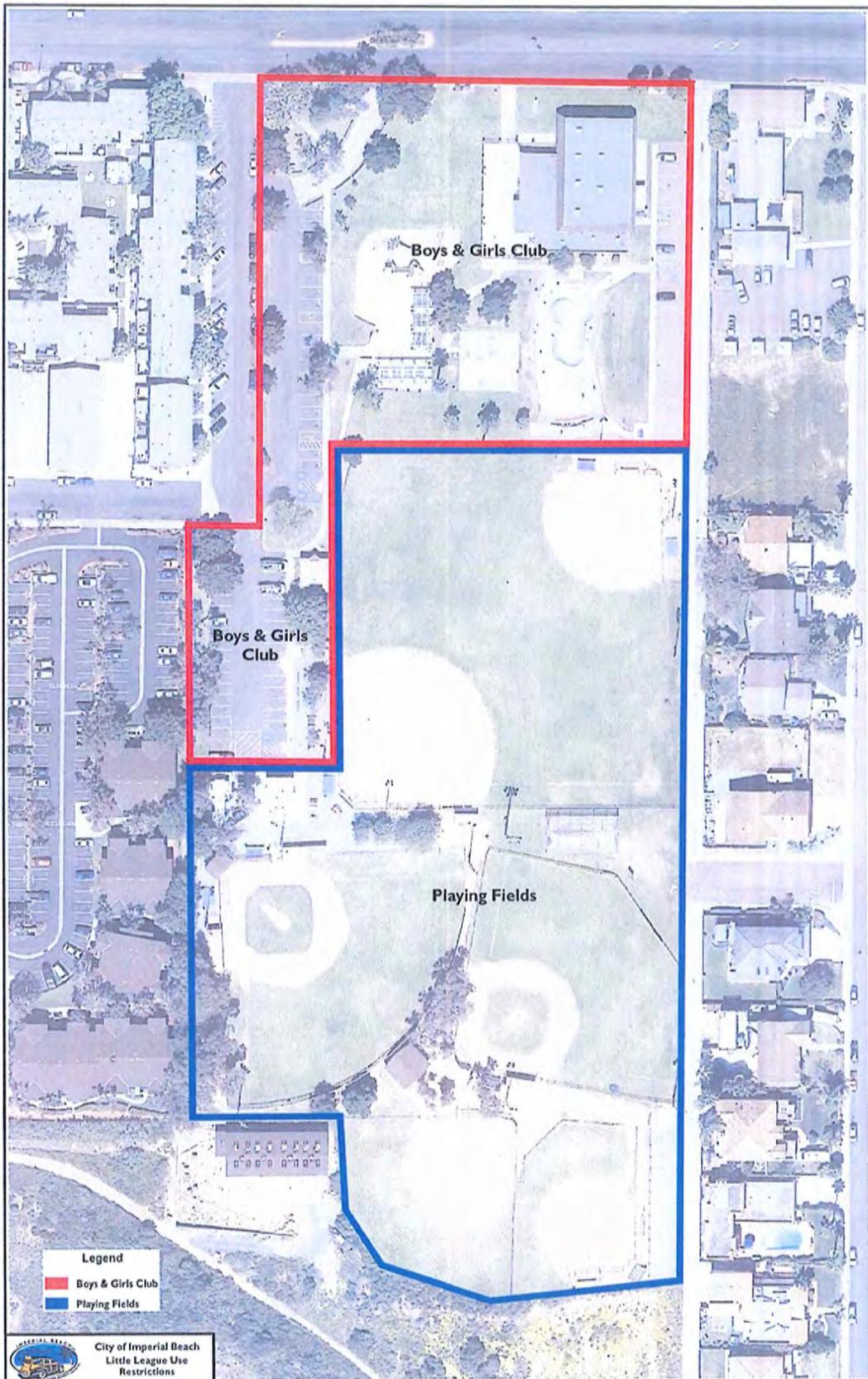
The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Parcel 3:

That portion of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey More particularly described as follows:

Commencing at the Northwest corner of Lot 24 of Seaside Point Palisades Unit No. 2, according to Map thereof No. 8748, filed December 20, 1977, in the Office of the County Recorder of San Diego County; thence along the Westerly prolongation of the North line of said Lot 24, due West a distance of 16.80 feet to a point on the East line of the West half of the Southeast quarter of said Section 30, said point being 733.00 feet from the Northeast corner of the West half of the Southeast quarter of Section 30; thence along said East line South 00° 08' 32" East a distance of 172.01 feet to a point on the South line of the South 515.00 feet of the North 905.00 feet of said West half as described in Deed recorded March 1, 1972, file/Page No. 72-49370, of Official Records of the County Recorder of San Diego County, said point being the true point of beginning; thence along said South line North 89° 49' 07" West (record North 89° 06' 47" West per record of Survey Map No. 8470), a distance of 289.84 feet; thence South 03° 35' 22" East a distance of 78.92 feet ;thence South 33° 17' 15" East a distance of 57.80 feet; thence South 72° 56' 56" East a distance of 9755 feet; thence North 84° 09' 11" East a distance of 161.09 feet more or less to a point on the East line of said West half; thence along said East line North 00° 06' 32" West a distance of 138.36 feet to the true point of beginning.

APN: 632-400-35-00 and 632-400-33-00  
(End of Legal Description)



**EXHIBIT B  
MINIMUM PROGRAMMING TO BE PROVIDED BY CLUB**



**BOYS & GIRLS CLUBS  
of South County**

**IMPERIAL BEACH SPORTS PARK  
SPRING CLASS SCHEDULE**

Annual Membership Fees: \$40 Individual Fee / \$60 Family Fee

DANCE	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Ballet /Tap-Beginning	3-4	Yesenia	TBD	TBD	\$40/\$45/\$55	10 WEEK
Ballet /Tap-Intermedia	5-7	Yesenia	Thurs	5-5:45pm	\$40/\$45/\$55	10 WEEK
Ballet /Tap-Intermedia	8-10	Yesenia	Wed	5-5:50pm	\$40/\$45/\$55	10 WEEK
Zumba	12+	Abby	Mon &Thurs	7-8pm	\$40/\$45/\$55 (\$7 drop in)	MONTHLY

MARTIAL ARTS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Tae Kwon Do I	3-5	Kim	Tues & Thurs	4-4:30pm	TBD	MONTHLY
Tae Kwon Do II	6+	Kim	Tues & Thurs	5-6pm	TBD	MONTHLY

LIFE SKILLS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Basic Computer Skills	18 +	STAFF	1/WEEK	TBD	FREE	8 WEEK
Career Readiness	16+	STAFF	1/WEEK	TBD	FREE	8 WEEK

PHYSICAL FITNESS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Yoga I	4-7	Minnie	1/WEEK	TBD	TBD	MONTHLY
Yoga II	8-12	Minnie	1/WEEK	TBD	TBD	MONTHLY
Yoga III	12 +	Minnie	1/WEEK	TBD	TBD	MONTHLY
Gymnastics	3-5	Daniela	Mon	TBD	\$40/\$45/\$55	10 WEEK
Gymnastics	6-10	Daniela	Thurs	4:15-5pm	\$40/\$45/\$55	10 WEEK
Boot Camp	16 +	Marlon	TBD	TBD	\$100/\$105/\$110	MONTHLY

PERFORMING ARTS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Guitar	6+	TBD	1/WEEK	TBD	\$35/\$40/\$50	8 WEEK

ENRICHMENT	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Mommy & Me	2-5	Sandra	Mon	10-11am	\$40/\$45/\$55	10 WEEK

SPORTS	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Youth Basketbal	12-14	TBD	1/WEEK	TBD	\$40/\$45/\$55	SEASONAL
Adult Basketball	18 +	TBD	1/WEEK	TBD	\$250/\$300 per team	SEASONAL

Seniors	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Yoga IV	55+	Minnie	1/WEEK	TBD	TBD	MONTHLY
Zumba II	55+	Abby	Mon &Thurs	7-8pm	\$40/\$45/\$55 (\$7 drop in)	MONTHLY
Basic Computer Skills	55+	STAFF	1/WEEK	TBD	FREE	ON GOING
Social Hour	55 +	STAFF	1/WEEK	TBD	FREE	ON GOING

DROP-IN ACTIVITIES	AGES	INSTRUCTOR	DAY	TIME	MEMBER/RES/NON RES	SESSION
Cooking	6-16	STAFF	1/MONTH	TBD	\$2/\$2/\$4	TBD
Dodgeball Night	6-16	STAFF	1/MONTH	TBD	\$2/\$2/\$4	TBD
Dances	11-16	STAFF	1/MONTH	TBD	\$2/\$2/\$4	TBD
Parent Night Out	6-12	STAFF	1/MONTH	6-10PM	\$10/\$15/\$20	TBD

**EXHIBIT C**  
**Property Held Open to the Public**  
**To be completed by City staff**

## **EXHIBIT D – Walk-Thru Inspection**

**\*\*To be conducted following approval of contract\*\***

**EXHIBIT E**  
**CELLULAR TOWER AGREEMENT WITH CRICKET COMMUNICATIONS**

MF 852; CUP 060382; DR 060383  
Site known as: Imperial Beach Sports Park  
APN: 632-400-35  
Cricket Site Identifier: SAN-749 Imperial Beach Park

**NON-EXCLUSIVE LICENSE AGREEMENT FOR CELLULAR SITE**

This Non-Exclusive License Agreement for Cellular Site (the "Agreement") is entered into as of the date indicated on the execution page, by the City of Imperial Beach, a municipal corporation with an address at 825 Imperial Beach Boulevard, Imperial Beach, California 91932 (the "City" and hereinafter referred to as "Grantor") and Cricket Communications, Inc., a Delaware corporation, with its principal office located at 10307 Pacific Center Court, San Diego, California 92121 (hereinafter referred to as "Grantee"). Pursuant to the terms hereof, Grantor hereby grants to Grantee, its successors and assigns, a License to enter upon certain property, as more particularly described in Exhibit 1 attached hereto and incorporated herein by reference (the "Property"), subject to the terms and conditions set forth in this Agreement:

**WITNESSETH:**

WHEREAS, the City owns that certain plot, parcel or tract of land, located at 425 Imperial Beach Boulevard, Imperial Beach, California 91932, in the County of San Diego, commonly known as the Imperial Beach Sports Park (referred to hereinafter as the "Property" and more particularly described in Exhibit 1 attached hereto and incorporated herein by reference).

WHEREAS, Grantee desires to use a portion of the Property in connection with its federally licensed communications business.

WHEREAS, Grantor desires to grant to Grantee the right to use said portion of the Property in accordance with the Non-exclusive License described herein.

WHEREAS, the Non-Exclusive License authorizes only the uses specified therein and requires the prior written permission of the City for any other use.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE**. Grantor hereby agrees to permit Grantee to locate its Communication Facility (as defined below in Section 2) on a portion of the Property, as more particularly described and depicted in Exhibit 2, attached hereto and incorporated herein by reference. In connection with the Communication Facility, Grantor grants to Grantee a License to enter upon and/or use portions of the Property consisting of the following: (i) ground area space of approximately 91 square feet with dimensions measuring approximately 13' X 7' feet (the "Equipment Space") upon which Grantee will construct its underground vault station equipment; and (ii) the non-exclusive easement for reasonable access to the Equipment Space and existing telecommunications monopole, seven (7) days a week twenty-four (24) hours a day,

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on foot or motor vehicle and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along a two (2) foot wide right-of-way extending from the existing monopole and existing SDGE power source, to the demised premises (said demised premises and right-of-way hereinafter collectively referred to as the "Premises") for access being substantially as depicted in Exhibit 2; provided that the access and use shall not interfere with Imperial Beach Sports Park related activities.

2. **PERMITTED USE / OBLIGATIONS.**

(a) Grantee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair and replacement of its communication facility and related equipment, cables, accessories and improvements, which may include a suitable support structure for associated antennas, underground equipment shelters or cabinets and any other items necessary to the successful and secure use of the Premises (collectively the "Communication Facility") as approved in the City of Imperial Beach Conditional Use Permit 060382; such use may include the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Grantor and Grantee agree that any portion of the Communication Facility that may be described on Exhibit 2 will not be deemed to limit Grantee's Permitted Use. Final approval of the initial installation of the Communication Facility shall be made based upon final drawings. Grantee has the right to make improvements, alterations or additions to the Premises ("Grantee Changes") appropriate for Grantee's use, subject to prior written approval by the Grantor, which approval shall not be unreasonably withheld, or delayed. Grantee agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility, including all requirements of the Grantor set forth in its Policies and Regulations concerning Cellular Telephone Facilities, a copy of which has been provided to Grantee, as hereafter amended or modified. Grantee has the right to, at its sole cost and expense, to modify, replace, or upgrade the Communication Facility within the Premises at any time during the term of this Agreement provided that said alterations of the Premises or actions taken by Grantee shall not violate Section 7 or Section 12 of this Agreement, shall not increase the burden upon the Premises or the Property, or materially change the shape, number or location of antennae or pole. Grantor reserves the right to increase the License Rent if the Grantor determines that any substitutions, modifications, or additions including, but not limited to, the number of antennae, antennae location, or antennae orientation materially alters the scope of License or project installation as described in Exhibit 2.

(b) As a condition of granting this license the Grantee shall install and maintain three (3) appropriately sized flood lights and one (1) security light to sufficiently illuminate the picnic and basketball court area of the Imperial Beach Sports Park to the Grantor's specifications and satisfaction.

(c) Upon completion of the Communication Facility, Grantee shall arrange for a radio frequency emissions test (the "Test") to be performed by an FCC-certified third party reasonably approved by Grantor, as required by Federal Communications Commission (the "FCC") regulations, which results shall be provided to Grantor in a written report. Grantee shall be responsible for the cost of performing the Test and submitting the third party written report of

monitoring results to Grantor. During the final year of the Initial Term (as defined below), and before the start of the second term, if any, Grantee shall arrange for another Test to be conducted and another written report to be submitted to Grantor, as specified herein.

(d) If the results of either of the Tests described in paragraph (c) above do not demonstrate compliance with FCC emissions standards, Grantor shall give Grantee written notice thereof, and Grantee shall bring the Communication Facility into compliance with FCC standards. The parties acknowledge and agree that the grant of this License is conditioned upon ensuring that Grantee's radio emissions fall within FCC standards. If the facilities of telecommunications licensees other than Grantee are located on the Property, only Grantee's radio frequency emissions shall be considered as the benchmark for compliance with FCC standards. Should Grantee be unable to comply with FCC standards within ninety (90) days after receiving Grantor's written notice of such non-compliance, Grantee shall discontinue use of its equipment that is causing such noncompliance. If Grantee fails to do so within such ninety (90) day period, Grantor shall have the right to terminate this License upon ten (10) day written notice.

(e) During the term of this License, Grantee shall conduct additional emissions tests as may be required by FCC regulations.

(f) Within ninety (90) days after the installation of Grantee's Communication Facilities, Grantee shall provide Grantor with as-built drawings of the Communication Facilities, which show actual location of all equipment and improvements consistent with Exhibit 2. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and antennae.

### 3. TERM.

(a) This Agreement and the License conveyed herein shall be in effect for five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurs.

(b) This Agreement and the License will automatically renew for four (4) additional renewals of five (5) years each and, unless earlier terminated, shall remain in effect for up to twenty-five (25) aggregate years (each renewal term shall be referred to as an "Extension Term"). Each Extension Term shall be effective automatically but only if the terms and conditions set forth in Section 4 below are met; provided that Grantee does not notify Grantor in writing of its intention not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Initial Term or Extension Term.

(c) If Grantee continues use of the License after the end of the Initial Term and any applicable Extension Term (the "Holdover Term"), Grantee's use of the Premises shall be subject to the same terms and conditions as this License and Agreement. Grantee shall continue to pay Grantor the same monthly amount set forth in Section 4 hereof on a month-to-month or yearly basis. The Holdover Term and this license to continue use during the Holdover Term may

be revoked by either party upon thirty (30) days written notice to the other party.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. **RENT.**

(a) Commencing on the later of (i) January 1, 2007, (ii) the date that Grantee commences occupation of the Premises, as evidenced by the storing of any tools or equipment on the Premises or the commencement of construction or any alteration of the Premises, or (iii) the date which is ninety (90) days following the issuance of a non-appealable Conditional Use Permit by the City of Imperial Beach for Grantee's use of the Property (the "Commencement Date"), Grantee will pay annual rental payment of Thirty Thousand and No/100 Dollars (\$30,000.00) ("Rent") to Grantor for the use of the Premises. Payments shall be made annually or in twelve (12) equal monthly installments, on or before the 5th day of each calendar month in advance. The monthly payment shall be an aggregate amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per month to be paid by Grantee in one check addressed and delivered to the City at the address indicated below. Rent will be prorated for any partial month. Grantee also agrees to pay the City a one-time payment in the amount of Seven Thousand Five Hundred Dollars (\$7,500), within sixty (60) days of the date on which the City signs this Agreement.

(b) Upon the commencement of each new calendar year, the Rent shall increase by any percentage increase which occurred in the Consumer Price Index ("CPI") for "All Items - All Urban Consumers" for the San Diego Metropolitan Statistical Area during the preceding year period. However, in no event shall the adjusted rent increase be less than four percent (4%) nor more than eight percent (8%) per year rounded to the nearest dollar (\$1.00). In the event that the above index is no longer published, the parties shall use the successor index, or if no successor index exists, the parties shall mutually agree on an equivalent index.

(c) Grantee shall pay Grantor a late payment charge of five percent (5%) of any payment which is not paid within ten (10) business days after the due date. In addition, any late payment shall bear interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by law.

5. **APPROVALS.**

(a) Grantor agrees that Grantee's ability to use the Premises is contingent upon the suitability of the premises for Grantee's Permitted Use and Grantee's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Grantee of its use of the Premises, including without limitation all permits required by the City, applications for zoning variances, zoning ordinances, amendments, special use permits, conditional use permits, and construction permits (collectively referred to as "Governmental Approvals"). Grantor authorizes Grantee to prepare, execute and file all required applications to obtain Governmental Approvals for Grantee's Permitted Use under this Agreement and agrees to reasonably cooperate with Grantee in preparing such applications.

(b) Grantee has the right to obtain a title report or commitment for a title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Grantee's choice at Grantee's sole cost and expense.

(c) Grantee may also obtain, at Grantee's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Grantee's use of the Premises will be compatible with Grantee's engineering specifications, system, design, operations or Governmental Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 14 of this Agreement after the applicable cure period;

(b) by Grantee upon written notice to Grantor, if Grantee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Grantee; or if Grantee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Grantee on sixty (60) days written notice for any reason, so long as Grantee pays Grantor and City a termination fee equal to six (6) months Rent, at the then current Rent rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Grantee under any one or more of Sections 6(a), 6(b), 17, 18 or 19(c) of this Agreement;

(d) by Grantor upon eighteen (18) months' prior written notice by Grantor after the first five (5) year term, if Grantor needs the Premises to provide for the health, safety, and welfare of its citizens; provided, however, in the event any such notice of such termination is given, Grantor and Grantee shall use their best efforts to find a suitable alternative site on or near the Property to which Grantee's Facilities may be temporarily or permanently relocated. If a relocation site is agreed to, this License shall be amended accordingly.

(e) upon termination of this Agreement for any of the causes listed in this section or at the end of the Term of this Agreement, all interests herein conveyed shall be terminated automatically (no conveyance from Grantor to Grantee will be required) and all equipment shall be removed pursuant to Section 12 hereof.

7. **INTERFERENCE.**

(a) Except for any uses required under applicable law, Grantor will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use interferes with Grantee's Communication Facility. Grantor will notify

Grantee of any such proposed lease, license or other right, and Grantor may grant any third party the right to install and operate communications equipment on the Property so long as it has determined that such use will not create interference with Grantee's Communication Facility.

(b) Neither Grantee nor Grantor will use, nor will Grantee or Grantor permit its respective employees, licensees, invitees or agents to use, any portion of the Premises or the Property in any way which unreasonably interferes with each other's operations or the rights of either Grantor or Grantee under this Agreement. Grantor and Grantee will cause interference caused by either of them, respectively, to cease within seventy-two (72) hours after receipt of written notice of interference from the other party. In the event any such interference does not cease within the aforementioned cure period, then the party causing or permitting such interference shall cause the equipment causing such interference to be modified such as to eliminate the interference or to be removed, if modification is not successful in terminating the interference. The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

#### 8. INDEMNIFICATION.

Subject to Section 19(b) below, Grantee agrees to indemnify, defend and hold City and its respective governing board or council, officers, attorneys, agents and employees, collectively and individually, harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Communication Facility or Grantee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of the City, or their respective employees, agents or independent contractors.

#### 9. WARRANTIES.

(a) Grantee and Grantor each acknowledge and represent to the other that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) The City, as applicable, represents and warrants that: (i) the Property is owned by the City in fee simple; (ii) the Property is not encumbered by any other liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Grantee's Permitted Use and enjoyment of the premises under the License and this Agreement; (iii) as long as Grantee is not in default then Grantor grants to Grantee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises subject to the terms herein; (iv) City's execution and performance of this Agreement will be binding on the respective party after the other party's binding and valid execution thereof.

#### 10. ENVIRONMENTAL.

(a) Grantee agrees it will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to Grantee's activity conducted in, or on the Property.

(b) Grantee agrees to hold harmless and indemnify Grantor from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards of policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Section 10 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 10 will survive the expiration or termination of this Agreement.

**11. ACCESS.**

At all times throughout the Term of this Agreement, and at no additional charge to Grantee, Grantee and its employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) days a week pedestrian and vehicular access to and over a portion of the Property, from an open and improved public road, to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises, provided that such access does not interfere with Imperial Beach Sports Park activities as determined by Grantor.

**12. REMOVAL/RESTORATION.**

All portions of the Communication Facility brought onto the Property by Grantee will be and remain Grantee's personal property and, at Grantee's option, may be removed by Grantee at any time during the Term. However, the Grantor, in its sole discretion, may elect for the antenna pole, the facility used to store communications equipment, and related conduit to become the permanent property of the Grantor upon expiration or termination of this Agreement by notice to Grantee, in writing, no later than sixty (60) days following expiration or termination of this Agreement. Within one hundred twenty (120) days of the expiration or termination of this Agreement, Grantee will remove all improvements, including the antenna pole, facility used to store communications equipment, and related conduit, unless Grantor has elected to take permanent possession of said items, and return the Premises to their original condition on the

date of execution of this Agreement, normal wear and tear and loss due to casualty and other causes beyond Grantee's control excepted, unless such requirement is waived in writing by Grantor.

**13. MAINTENANCE/UTILITIES.**

(a) Grantee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Grantor will maintain and repair the Premises and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Grantee will promptly repair any damage to the Property caused by Grantee or its agents.

(b) Grantee will apply and maintain an anti-graffiti coating of the Grantor's specification on their antenna pole up to a height of ten feet above ground. Grantee will remove any graffiti from their property within 48 hours following receipt of notice to Grantee. If graffiti is not removed by Grantee within 48 hours following receipt of notice to Grantee, Grantor will remove graffiti and bill Grantee cost of removal, the minimum charge being fifty (\$50) dollars per occurrence. Grantee shall provide Grantor with the name and telephone number of Grantee's representative for purposes of the notice in this Section 13(b). Within ten (10) days of a change in representative, Grantee shall notify Grantor of the new representative's name and telephone number.

(c) Grantee will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Grantee on the Premises. Grantor and Grantee will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Grantee or Grantor. In the event Grantee cannot secure its own metered electrical supply, Grantee will have the right, at its own cost and expense, to submeter from the Grantor, in which case Grantee's share of the electricity shall be "Rent" for purposes of Section 14 hereof. Grantee will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Grantor and billed to Grantee. Grantor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Grantor, of such services to be furnished or supplied by Grantor.

**14. DEFAULT AND RIGHT TO CURE.**

The following will be deemed a default by Grantee and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice from Grantor of such failure to pay; or (ii) Grantee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Grantor specifying the failure, provided that with respect to a non-monetary failure to perform, no default will be deemed to have occurred if, within such thirty (30) day period, Grantee commences a cure satisfactory to Grantor and makes progress to complete said cure in a manner reasonably satisfactory to Grantor, but no later than ninety (90) days from the date of the notice without prior written consent from Grantor. Delay in curing a default will be excused if due to causes beyond the reasonable control of Grantee. If Grantee remains in default beyond any

applicable cure period, Grantor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Grantee's default and to charge Grantee the costs of said cure payable under the same terms and conditions as set forth in Section 4(c).

**15. ASSIGNMENT.**

Grantee may assign this Agreement at any time without Grantor's consent (i) to any of Grantee's partners or parent firms; (ii) to Grantee's successors-in-interest and their affiliates and subsidiaries; (iii) in connection with the sale, exchange, or other transfer of Grantee's FCC authorization for the geographic market area in which the premises are located or substantially all of Grantee's assets in the geographic market area where the premises are located; or (iv) in connection with any financing, loan, security interest, pledge, or mortgage of Grantee's property. Any other assignment or any subletting shall require Grantor's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

**16. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

City: City of Imperial Beach  
825 Imperial Beach Boulevard  
Imperial Beach, California 91932  
Attention: City Manager's Office

Grantee at: Cricket Communications, Inc.  
10307 Pacific Center Court  
San Diego, CA 92121  
Attention: Legal Department

with a copy to: Cricket Communications, Inc.  
4031 Sorrento Road  
San Diego, CA 92121  
Attention: Property Manager

Any party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other parties as provided herein.

**17. SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

**18. CONDEMNATION.** In the event Grantor receives notification of any

condemnation proceedings affecting the Property, Grantor will provide notice of the proceeding to Grantee within ten (10) days. If a condemning authority takes all of the Property, or a portion sufficient, in Grantee's sole determination, to render the Premises unsuitable for Grantee, this Agreement will terminate as of the date the title vests in the condemning authority. As owner of a license on the Property, it shall be Grantee's responsibility to negotiate its separate award, if any, with the condemning authority.

19. CASUALTY.

(a) During the Initial Term, Grantee shall maintain Commercial General Liability insurance covering bodily injury (including death), personal injury and property damage in an amount of not less than five million dollars (\$5,000,000) per occurrence which may be satisfied by a primary policy with a limit of no less than \$2,000,000 and an umbrella policy of excess liability in an amount of no less than \$5,000,000 with an insurance provider authorized to do business in California and rated at least "AV" in *A.M. Best & Company's Insurance Guide* and include the City as an additional insured on the policy or policies. Grantee shall provide the City, with a Certificate of Insurance evidencing the required insurance within thirty (30) days after the Commencement Date of this Agreement. Prior to the commencement of any Extension Term, the City and Grantor shall confer to agree on the insurance to be maintained during that term, which insurance coverage shall, at a minimum, be equal to the financial equivalent of \$5,000,000 in 2006 dollars, reasonably increased each year to account for inflation. Evidence of renewal of the policy (reflecting any required increases) shall be provided by Grantee to the City within twenty (20) business days after each renewal of said insurance policy. Grantor agrees that Grantee may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy; provided that, if Grantee elects to self-insure, it shall notify the City at least 60 days in advance of the effective date of that election and shall provide evidence of a satisfactory self-insurance program to the City. Any election to self-insure shall not become effective until the City has given Grantee written approval therefore, and Grantee shall maintain insurance coverage through an insurance company until said approvals are granted. All policies of insurance covering property damage obtained by any of the parties hereto concerning the Property shall waive the insurer's right of subrogation against the other parties.

(b) The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) City will provide notice to Grantee of any casualty affecting the Property within forty-eight (48) hours after the casualty occurs. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Grantee's sole determination, then Grantee may terminate this Agreement by providing written notice to the City, which termination will be effective as of the date of such damage or destruction. Notwithstanding the foregoing, if Grantee does not terminate this Agreement, all

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Rent shall abate during the period of repair following such fire or other casualty until such time as Grantee may resume use of the Premises for Grantee's Permitted Use.

- (d) Grantee shall maintain Worker's Compensation coverage at statutory limits.

20. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the City and the Grantee. No provision may be waived except in writing signed by all parties to this Agreement.

(b) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(c) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(d) **Governing Law.** This Agreement will be governed by the laws of the State of California. Any action at law or in equity brought by either of the parties for the purposes of enforcing a right provided by this Agreement will be tried in a court of competent jurisdiction in the county of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

(e) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof. (ii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iii) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement.

(f) **Estoppel.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied, upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(g) **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

(h) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Grantor and Grantee.

IN WITNESS WHEREOF, the undersigned have caused this NON-EXCLUSIVE LICENSE AGREEMENT FOR CELLULAR SITE to be executed and effective as of the date the last party executed this Agreement below.

“GRANTOR”  
CITY OF IMPERIAL BEACH

“GRANTEE”  
Cricket Communications, Inc.,  
a Delaware corporation

Signature on file  
By: \_\_\_\_\_  
Name: Gary R. Brown  
Its: City Manager  
Dated: 12/21/06

Signature on file  
By: \_\_\_\_\_  
Name: Anthony G. Benyola  
Its: Regional Network Director, Western Region  
Dated: 1/8/07

**EXHIBIT 1**

**ASSESSOR PARCEL NUMBER: 632-400- 35**

**COMMON ADDRESS:**

425 Imperial Beach Boulevard  
Imperial Beach, California 91932  
County of San Diego

**LEGAL DESCRIPTION OF THE PROPERTY:**

The land referred to herein is situated in the State of California, County of San Diego, described as follows:

**Parcel 1:**

The North 390.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey. Excepting therefrom the West 960.00 feet thereof. Also excepting therefrom any and all street openings.

**Parcel 2:**

The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

**EXHIBIT F**  
**TONY HAWK FOUNDATION GRANT AGREEMENT**

TONY HAWK  
FOUNDATION

19 December 2008

City of Imperial Beach  
825 Imperial Beach Blvd  
Imperial Beach, CA 91932  
Attn: Tom Ritter

Dear Tom,

I'm pleased to inform you that the Tony Hawk Foundation has raised \$10,000 to assist in the construction of your public, non-profit skatepark in Imperial Beach. Please review and sign the grant agreement outlined below.

It is our hope that a check from the Tony Hawk Foundation might also help raise your project's public profile and accelerate local fundraising efforts. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony will be appearing at your park, and that no one exploits his name for personal gain.

Please return this agreement to: 1611-A S. Melrose DR #360, Vista, CA 92081.

The grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
  - a. The construction and operation of the skateboard park, and
  - b. The implementation of any information or advice given to you by the Foundation.
2. The Foundation has the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within two (2) years of the date of this agreement, or if in the Foundation's sole judgment:
  - a. Grant funds or income arising from the grant have been used for purposes other than those described above; or
  - b. Your organization has failed to comply with any of the terms of the grant.
3. You agree to provide a written progress report (not to exceed two pages) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, including a photograph (or photographs) showing the entire skatepark.
4. You qualify as a public charity as described in Section 501(c)(3) and under IRC sec. 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform the Foundation immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.
5. You agree NOT to expend Tony Hawk Foundation grant funds:
  - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of the Internal Revenue Code 4945(d)(1), or

1611-A S. MELROSE DRIVE #360 • VISTA, CA • 92081 • P: 760.477.2479 • F: 760.477.2474

- b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Code Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)
- 6. Neither Tony Hawk's name or likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of the City of Imperial Beach, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
- 7. You give the Foundation permission to publicly release information concerning this grant, including your statements and correspondence with the Foundation.
- 8. You shall defend, indemnify and hold harmless the Foundation, Tony Hawk, Inc., Tony Hawk, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns, of and from all liability, loss, damage, claim or expense (including attorneys' fees and court costs) with respect to any and all claims arising in connection with this grant and/or the skatepark, including, without limitation, any and all third party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please return both pages of the executed original of the letter to us, and keep a copy for your records. The original, signed agreement must be returned no later than Thursday, March 19, 2009 (90 days from the date of this agreement).

After we've received the signed original of this letter, we'll send you the check. **Please use this address: 1611-A S. Melrose DR #360, Vista, CA 92081.**

Sincerely,  
 Signature on  
 file  
 Miki Vuckovich  
 Executive Director  
 Tony Hawk Foundation

Agreed to and accepted on behalf of City of Imperial Beach this 28 day of JANUARY, 2008/9

By: Signature on file (signature)

Name: TOM RITTER (please print)

Title: ASSISTANT CITY MANAGER

The check to be made payable to: City of Imperial Beach

Address and name of the person to whom the check should be mailed: TOM RITTER  
CITY OF IMPERIAL BEACH  
825 IMPERIAL BEACH BLVD.  
IMPERIAL BEACH, CA 91932

## EXHIBIT G TITLE REPORT

**stewart title**

Frank Green  
Commercial Title Mgr/ATO

Stewart Title of California, Inc.  
San Diego, CA 92108  
Phone (619) 398-8035  
Fax  
fgreen@stewart.com

### PRELIMINARY REPORT

Order No. : 01180-12316  
Title Unit No. : 7034  
Your File No. :  
Buyer/Borrower Name :  
Seller Name : City Of Imperial Beach

Property Address: 441 Imperial Beach Boulevard, Imperial Beach, CA

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of November 20, 2012 at 7:30 a.m.

Frank Green, Title Officer

When replying, please contact: Frank Green, Title Officer

## **PRELIMINARY REPORT**

**The form of Policy of Title Insurance contemplated by this report is:**

- CLTA Standard Coverage Policy
- CLTA/ALTA Homeowners Policy
- 2006 ALTA Owner's Policy
- 2006 ALTA Loan Policy
- ALTA Short Form Residential Loan Policy
- Preliminary Search

## **SCHEDULE A**

**The estate or interest in the land hereinafter described or referred to covered by this report is:**

Fee

**Title to said estate or interest at the date hereof is vested in:**

City of Imperial Beach, a Municipal corporation

## LEGAL DESCRIPTION

**The land referred to herein is situated in the State of California, County of San Diego, City of Imperial Beach and described as follows:**

Parcel 1:

The North 390.00 feet of the West Half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Excepting therefrom the West 960.00 feet thereof.

Also excepting therefrom any and all street openings.

Parcel 2:

The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Parcel 3:

That portion of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey More particularly described as follows:

Commencing at the Northwest corner of Lot 24 of Seaside Point Palisades Unit No. 2, according to Map thereof No. 8748, filed December 20, 1977, in the Office of the County Recorder of San Diego County; thence along the Westerly prolongation of the North line of said Lot 24, due West a distance of 16.80 feet to a point on the East line of the West half of the Southeast quarter of said Section 30, said point being 733.00 feet from the Northeast corner of the West half of the Southeast quarter of Section 30; thence along said East line South 00° 08' 32" East a distance of 172.01 feet to a point on the South line of the South 515.00 feet of the North 905.00 feet of said West half as described in Deed recorded March 1, 1972, file/Page No. 72-49370, of Official Records of the County Recorder of San Diego County, said point being the true point of beginning; thence along said South line North 89° 49' 07" West (record North 89° 06' 47" West per record of Survey Map No. 8470), a distance of 289.84 feet; thence South 03° 35' 22" East a distance of 78.92 feet ;thence South 33° 17' 15" East a distance of 57.80 feet; thence South 72° 56' 56" East a distance of 9755 feet; thence North 84° 09' 11" East a distance of 161.09 feet more or less to a point on the East line of said West half; thence along said East line North 00° 06' 32" West a distance of 138.36 feet to the true point of beginning.

APN: 632-400-35-00 and 632-400-33-00  
(End of Legal Description)

## SCHEDULE B

**At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:**

**Taxes:**

- A. General and special city and/or county taxes, bonds or assessments which may become due on said land, if an when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 632-400-35-00.  
  
Said matter affects: Parcels 1 and 2
- B. General and special city and/or county taxes, bonds or assessments which may become due on said land, if an when title to said land is not longer vested in a government or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 632-400-33-00.  
  
Said matter affects: Parcel 3
- C. Assessments, if any, for Community Facilities Districts or a Mello-Roos District affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- D. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.

**Exceptions:**

- 1. Rights of the public in and to any portion of the property herein described lying within roads, streets or highways.
- 2. An easement for laying, relaying, repairing, maintaining and/or renewing an anode bed together with necessary electric cables and appurtenances thereto and rights incidental thereto in favor of California Water & Telephone Company, A California Corporation as set forth in a document recorded February 28, 1955 in Book 5549, Page 77, of Official Records, affects a portion of the herein described land.
- 3. An easement for public street and rights incidental thereto in favor of City Imperial Beach, a municipal corporation as set forth in a document recorded November 29, 1957, in Book 6851, Page 352, of Official Records, affects a portion of the herein described land.  
  
Said matter affects: Parcel 1
- 4. The provision that the portion of the herein described property located in the North 390 feet of the Northwest Quarter of the Southeast Quarter of said Section 30, respecting the West 960 feet thereof, be used for park and recreational purposes, as provided in Grant Deed dated May 27, 1960, recorded May 31, 1960 as Instrument No. 111864, of Official Records.  
  
The reversionary interest, if any, of South Bay Lions Club in and to the portion of the reversionary property described above, if said land is used for purposes other than park and recreational, as provided in the above referenced deed.  
  
Said matter affects: Parcel 1
- 5. The matters contained in an instrument entitled "Development Agreement" dated June 6, 1967, by and between Helix Imperial Harbour Redevelopment Corporation, A California Corporation and

City of Imperial Beach, California, a municipal corporation, upon the terms therein provided recorded June 7, 1967 as Instrument No. 67-80981, of Official Records.

Reference is made to said document for full particulars.

6. The effect, if any, of record of survey map no. 8470 which sets forth, or purports to set forth certain dimensions and bearings of the herein described property.
7. An easement for public utilities, appurtenances, ingress, egress and rights incidental thereto in favor of the San Diego Gas and Electric Company as set forth in a document recorded December 28, 1984 as Instrument No. 84-484000, of Official Records, affects a portion of the herein described land.

Said matter affects: Parcel 2

8. A Resolution of the City Council of the City of Imperial Beach, California Establishing an underground utility district, in the City of Imperial Beach to be known and denominated as the Imperial Beach Boulevard underground utility district, recorded April 5, 1994 as Instrument No. 1994-0225350, of Official Records.
9. The Provision that said land be used for public recreational purposes as provided in Grant Deed recorded December 21, 1994 as Instrument No. 1994-0724849, of Official Records, the Reversionary interest, if any, of the United States of America, acting by and through the Department of the Interior, U.S. Fish and Wildlife Service in and to said land if said land is used for any purposes other than recreational.

Said matter affects: Parcel 3

10. The effect, if any, of record of survey map no. 14756 which sets forth, or purports to set forth certain dimensions and bearings of the herein described property.
11. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review.
12. Rights of tenants in possession of said land by reason of unrecorded leases. Kindly forward said lease, or a current certified tenant rent roll.
13. Matters which may be disclosed by an inspection or by a survey of said land satisfactory to this Company or by inquiry of the parties in possession thereof.
14. Rights of parties in possession.

(End of Exceptions)

## NOTES AND REQUIREMENTS

- A. There are no conveyances affecting said land, recorded with the County Recorder within 24 months of the date of this report.
- B. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement 100 and 116, indicating that there is located on vacant land to an extended coverage policy.
- C. This Company will require the following documents, in order to insure a conveyance or encumbrance by the corporation or unincorporated association named below:

Entity: City of Imperial Beach, a municipal corporation

- a. A copy of the corporation By-Laws or Articles.
- b. An original or certified copy of the Resolution authorizing the subject transaction.
- c. If the Articles or By-Laws require approval by a "parent" organization, we will also require a copy of those By-Laws or Articles.
- d. If an unincorporated association, a statement pursuant to applicable law (such as California Corporation Code Section 20002).

The right is reserved to add requirements or additional items after completion of such review.

## **CALIFORNIA "GOOD FUNDS" LAW**

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

## **WIRE INSTRUCTIONS**

We hereby request that our funds are wire transferred directly to our account. If you have any questions, regarding this matter, please call the number as referenced above.

**We do not accept ACH Transfers, these funds will be returned and may cause a delay in closing.**

Bank Name: **Union Bank**

Bank Address: **1980 Saturn Street, Monterey Park, CA**

ABA#: **122000496**

Account Name: **Stewart Title of California, Inc.**

Account Number: **0010426383**

REFERENCE OUR FILE NUMBER: **01180-12316**

REFERENCE OUR BUYER/BORROWER NAME:

REFERENCE OUR SELLER NAME: **City Of Imperial Beach**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Order No.: 01180-12316  
Escrow No.: 01180-12316

The land referred to herein is situated in the State of California, County of San Diego, and described as follows:

Parcel 1:

The North 390.00 feet of the West Half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Excepting therefrom the West 960.00 feet thereof.

Also excepting therefrom any and all street openings.

Parcel 2:

The South 515.00 feet of the North 905.00 feet of the East 423.00 feet of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey.

Parcel 3:

That portion of the West half of the Southeast Quarter of Section 30, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey More particularly described as follows:

Commencing at the Northwest corner of Lot 24 of Seaside Point Palisades Unit No. 2, according to Map thereof No. 8748, filed December 20, 1977, in the Office of the County Recorder of San Diego County; thence along the Westerly prolongation of the North line of said Lot 24, due West a distance of 16.80 feet to a point on the East line of the West half of the Southeast quarter of said Section 30, said point being 733.00 feet from the Northeast corner of the West half of the Southeast quarter of Section 30; thence along said East line South 00° 08' 32" East a distance of 172.01 feet to a point on the South line of the South 515.00 feet of the North 905.00 feet of said West half as described in Deed recorded March 1, 1972, file/Page No. 72-49370, of Official Records of the County Recorder of San Diego County, said point being the true point of beginning; thence along said South line North 89° 49' 07" West (record North 89° 06' 47" West per record of Survey Map No. 8470), a distance of 289.84 feet; thence South 03° 35' 22" East a distance of 78.92 feet; thence South 33° 17' 15" East a distance of 57.80 feet; thence South 72° 56' 56" East a distance of 9755 feet; thence North 84° 09' 11" East a distance of 161.09 feet more or less to a point on the East line of said West half; thence along said East line North 00° 06' 32" West a distance of 138.36 feet to the true point of beginning.

APN: 632-400-35-00 and 632-400-33-00

(End of Legal Description)

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: December 11, 2012

Escrow No.: 01180-12316

Property: 441 Imperial Beach Boulevard, Imperial Beach, CA

From:

This is to give you notice that ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><i>Stewart Insurance Settlement Service</i></b>	<b><i>Charge or range of charges</i></b>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

**CLTA Preliminary Report Form**

**Exhibit A (Revised 06-03-11)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY – 1990  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(c) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:  
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy; or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)  
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division;
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

\* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

WARNING: THIS DOCUMENT MUST BE COMPLETED IN ITS ENTIRETY (1 THROUGH 9, BELOW MUST BE FILLED IN) FOR IT TO BE ACCEPTED BY . IF THIS IS NOT COMPLETED WILL REQUIRE A COMPLETE COPY OF THE TRUST, WITH A SIGNED AND ACKNOWLEDGED AFFIDAVIT.

**TRUSTEE CERTIFICATE**  
(California Probate Code Section 18100.5)

SCETRUST

**STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies**

**WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

**Sharing practices**

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact Us**

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

Order No. 01180-12316

## AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

Order Number: 01180-12316  
Available Discounts Disclosure Statement SCE

**SPORTS PARK FIELD USE AGREEMENT  
BETWEEN THE CITY OF IMPERIAL BEACH,  
IMPERIAL BEACH LITTLE LEAGUE, AND IMPERIAL BEACH GIRLS SOFTBALL LEAGUE**

This Agreement is made and entered into by and between the City of Imperial Beach, a municipal corporation (hereinafter referred to as "City"), Imperial Beach Little League, a 501(c)(3) nonprofit corporation ("IBLL") and Imperial Beach Girls Softball League, a 501(c)(3) nonprofit corporation ("IBGS") (IBLL and IBGS hereinafter referred to collectively as "Leagues").

**1. Purpose**

The purpose of this Agreement is to provide for certain terms and conditions for the use by Leagues of the City's Sports Park fields and facilities. This Agreement is solely a use agreement and CITY is not transferring any ownership interests in the Sports Park or the associated facilities.

**2. Facility Description**

City's Sports Park facility is located at 425 Imperial Beach Boulevard, Imperial Beach, California (hereinafter referred to as the "Park").

Leagues shall have preferred use of designated athletic recreational fields, facilities, concession stand, batting cages, storage containers, and grounds at the Park as shown in Exhibit "A" (hereinafter referred to as "Facilities") for Leagues activities and other sporting activities as scheduled by Leagues.

**3. Other Activities**

Leagues agree to acquire all necessary permits, including Special Event Permits and Noise Amplification Permits, pursuant to provisions of the Imperial Beach Municipal Code and subject to approval by the City, for Leagues' activities or activities of other authorized users which require said permits (e.g., Opening and Closing Day ceremonies, league tournaments, etc.) other than those authorized by this Agreement.

**4. Maintenance, Care and Condition of Facilities**

**A. Routine and Minor Maintenance/Repairs:** Leagues agree that during and throughout the term of this Agreement they will maintain and operate the Facilities in a clean, safe, and sanitary condition, free of trash, to the satisfaction of the City. Leagues will inspect the Facilities after each use to ensure they are maintained in a clean, safe, and

sanitary condition, free of trash. Leagues will perform minor maintenance or repair for certain recreational grounds or facilities once approved by City in advance. Leagues shall provide notice to City regarding any proposed minor maintenance or repair and such minor maintenance or repair shall be subject to prior approval by City and will become the property of City unless otherwise agreed to in writing.

**B. Specified Maintenance Activities:** Leagues shall be solely responsible for, and will perform, the following maintenance duties at the Park, at all times (both during league play and when league play is not being conducted or otherwise in session), throughout the entire term of this Agreement:

- (a) Landscaping and turf maintenance of the batting cages and designated fields and surrounding areas, as indicated in Exhibit "A", including mowing, edging and dragging infields, and chalking the base lines before each game.
- (b) Repairing damage caused by the use of the batting cages and designated fields, including minor sprinkler repairs, fencing, and other facility damage.
- (c) Litter and trash clean up at all areas within the facilities as designated on Exhibit "A", including the batting cages, designated fields, concession stand and field restroom, including emptying full trash cans during and immediately after their activities, performing trash pick-up after each athletic activity, and providing liners for all trash cans on the designated fields.
- (d) Maintaining the field restroom, including supplying all supplies for the restroom.
- (e) Securing the batting cages after each use.
- (f) Maintenance and cleaning of all concession buildings and surrounding areas within the area indicated in Exhibit "A".

**C. City's Ability to Inspect and Require Minor Maintenance/Repairs:** Leagues agree that within thirty (30) days' notice from the City, Leagues will make any and all of the repairs or maintenance upon the Facilities that have been determined by the City to be necessary in order to maintain a safe environment and/or maintain the Facilities in a satisfactory condition. Should Leagues fail to complete the necessary repairs or maintenance within thirty (30) days' notice from the City, the City shall have the right, but not the duty, to complete such repairs or maintenance and to charge Leagues the City's costs of doing so. The City shall also have the right, but not the duty, to make emergency repairs to the Facilities at the cost of Leagues when

the City determines such repairs arise from use and are immediately necessary for the safety of persons using the Facilities. In instances when the City makes emergency repairs to the Facilities, it will notify Leagues in accordance with Section 5 of this Agreement.

**D. City's Contribution Towards Maintenance:** City shall provide payment for electricity and water until June 30, 2015. Additionally, City will create a Recreation financial assistance fund equal to \$50,000 per fiscal year for the FY14 and FY15 budget years. The proceeds of the fund will be used to cover the cost of water and electricity for the entire Sports Park facility, including the Recreation Center and surrounding City owned property. The monetary difference between the electricity and water costs for the entire Sports Park facility and \$50,000, if any, may be used to maintain and enhance the area included in Exhibit "A". City and Leagues may negotiate additional financial contributions from City after June 30, 2015, in a manner that coincides with the preparation of the two year municipal budget adopted in June of every odd year. If a financial contribution is not provided by City after June 30, 2015, Leagues shall be responsible for electricity and water costs associated with the contemplated use of the Facilities.

**E. Major Repairs/Maintenance:** With the exception of Leagues' maintenance and repair obligations set forth in this Section and as otherwise provided in the Agreement, City shall be responsible for all major repairs and major capital improvements at the Park, including those which may be necessary in its parking lots. In addition, City shall be responsible for field lighting maintenance and structural concession stand area maintenance. City shall not be responsible for any minor repairs arising from use of the Designated Fields or any repairs determined by City to be necessitated by a lack of maintenance by Leagues.

No later than December 15 of each year, Leagues will submit a project list to the City to be considered for inclusion in City's next succeeding fiscal year Capital Improvement Program (CIP). This list shall include any desired major maintenance or repair items for recreational fields, grounds or structures (i.e., playing fields, dugouts, fencing, etc.) or any other public facility improvements for the following contract year. City is not obligated to approval any request and each request shall be measured against other items listed in the CIP.

**F. Condition of Facilities:** Leagues acknowledge that they have made a thorough inspection of condition of the Facilities prior to entering into this Agreement and accept the condition of these Facilities at that time. Leagues further agree to restore the Facilities to their current condition (or maintain better condition if Leagues have improved them during the course of this Agreement) upon expiration of this Agreement. Attached to this Agreement as Exhibit "B" are points of concern and Leagues are not responsible for those repairs.

## **5. Inspection, Entry and Control**

City shall maintain control over, have access to, and have the right, but not the obligation, at any time to inspect and assess the conditions of all Facilities. The City reserves the unfettered right of ingress and egress to the Facilities by authorized City representatives for the purpose of repairs, preservation and maintenance of the Facilities. If such repairs, preservation or maintenance would interrupt Leagues' use, except in emergency situations requiring immediate work, Leagues will be given reasonable notice when such work may become necessary and shall adjust operations in such a manner that City may proceed expeditiously.

Leagues are allowed to use the storage containers shown in Exhibit "A" for the storage of maintenance equipment. Leagues must provide the City any and all keys or combinations Leagues use to secure these containers.

Leagues shall not change, modify or re-key any locks at the Facilities or gates without prior approval from the City. At all times the City shall have key access to all Facilities covered in this Agreement on City property. The unauthorized placement of any lock placed on City facility or gate is strictly prohibited. Any such lock shall be subject to immediate removal by the City at the sole cost of Leagues.

## **6. Term**

This Agreement shall commence on \_\_\_\_\_, 2014 and continue through June 30, 2015. City shall have the option to extend this Agreement for two (2) additional two year (2) increments after the end of the current term. Should City desire to exercise an option to extend, it shall give Leagues thirty (30) days notice prior to the end of the then current term.

Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice one hundred twenty (120) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should Leagues be in default of any covenant or condition hereof.

Upon termination or expiration of this Agreement, Leagues shall surrender all buildings, replacements, changes, additions or improvements constructed or placed by Leagues thereon to CITY in a serviceable, safe and sanitary condition and in good repair except reasonable wear and tear. All personal property of Leagues remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall become, at its election, the property of City. Leagues shall be responsible for any costs of removal of property.

## **7. Consideration for Use of Concession Operation**

In consideration of City granting Leagues the right to store and sell food, snacks, drinks and other related items from the concession stand area, Leagues agrees to use all net proceeds from the concession stand sales exclusively for the benefit of and for the purpose of supporting Leagues' related activities in accordance with this Agreement, or for improvements to the Facilities. Leagues will also comply with all Health and Safety codes for the equipment and personnel in the operation of the concession stand.

## **8. Use**

All scheduling of the Facilities shall be completed by an authorized representative of Leagues. Leagues games and practice schedules, including batting cages, will take priority for Facilities usage.

Outside leagues and/or private groups shall be required to complete a "Rental Use Permit" (included as Exhibit "C") and satisfy all of the requirements as stated in this Agreement. As indicated in the permit, City shall have the right to use the Facilities for any special event with no fee assessed. All fields shown in Exhibit "A" when not in use by Leagues or an authorized renter shall remain open for use to the citizens of Imperial Beach, except when the fields are closed for repair or maintenance.

City and Leagues shall meet on a monthly basis to discuss pertinent items or issues concerning the Facilities. The communication is intended to ensure that all parties are maintaining their part in this Agreement.

City and Leagues will endeavor to develop and adopt user policies and procedures for annual and seasonal recreational scheduling of designated fields including a 2-3 week time period in December for extended field maintenance and recovery. Any proceeds obtained from the use of the Facilities through user fees, grants, donations or other sources of revenue will be used to enhance and augment the Facilities.

Leagues shall not, nor shall Leagues permit employees, agents or representatives of the Leagues or individuals participating in Leagues' programs to violate provisions of the Imperial Beach Municipal Code when using the Facilities or Park, or allow the Facilities or Park to be used for civil insurrection, events contrary to acceptable community standards, or to contribute to general immorality.

## 9. Hazardous Materials

**(i) Hazardous Materials Laws-Definition:** As used in this Section 10, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., sec.9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., sec.1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., sec. 6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, soil and ground water conditions or other similar substances or conditions.

**(ii) Hazardous Materials – Definition:** As used in this Section 10 the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- a. is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- b. is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- c. gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or
- d. is any other material or substance giving rise to any liability, responsibility or duty upon the City or Leagues with respect to any third person under any Hazardous Materials Law.

**(iii) Leagues' Representations and Warranties:** Leagues represent and warrant that, during the Term of this Agreement or any extension thereof, Leagues shall comply with the following provisions of this Section unless otherwise specifically approved in writing by City, subject to the terms and conditions of Leagues' maintenance obligations provided elsewhere in this Agreement:

- a. Leagues shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Facilities by Leagues, its agents, employees, assigns, contractors or invitees, except as required by Leagues' permitted use of the Facilities in the normal course of operations;
- b. Any handling, transportation, storage, treatment or usage by Leagues of Hazardous Materials that is to occur on the Facilities following the

- commencement date of this Agreement shall be in compliance with all applicable Hazardous Materials Laws;
- c. Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Facilities following the commencement date of this Agreement shall be promptly and thoroughly cleaned and removed from the Facilities by Leagues at their sole expense, and any such discharge shall be promptly reported in writing to City, and to any other appropriate governmental regulatory authorities;
  - d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Leagues in the Facilities
  - e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Leagues on the Facilities without City's prior written consent;
  - f. Leagues shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Facilities in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of City;
  - g. Leagues shall promptly supply City with copies of all notices, reports, correspondence, and submissions made by Leagues to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
  - h. Leagues shall promptly notify City of any liens threatened or attached against the Facilities pursuant to any Hazardous Materials' Law. If such a lien is filed against the Facilities, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Facilities pursuant to the lien, Leagues shall either: (a) pay the claim and remove the lien from the Facilities, or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to City in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to City in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Agreement, Leagues shall surrender the Facilities to City free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Facilities.

**10. Dispute Resolution**

City desires to reach consensus with and between the Leagues regarding use of the Facilities. All disputes between Leagues and/or City related to this Agreement will be decided by the City Manager or his/her designee. The decision of the City Manager or his/her designee will be final.

**11. Compliance with Laws**

Leagues expressly agree at all times during the term of this Agreement to comply, and cause compliance, with the Imperial Beach Municipal Code, and any and all present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement, in force relating to sanitation or public health, safety, or welfare; and Leagues shall at all times faithfully obey and comply with all laws, rules and regulations applicable thereto, adopted by federal, state, or other governmental bodies or departments or officers thereof. This shall include, but not be limited to, compliance with the provisions of the Imperial Beach Municipal Code Chapter 12.56 related to the use of public parks and recreation facilities.

**12. Operating Rules and Procedures**

Leagues shall provide a copy of the rules, regulations, operating policies and procedures for its sports league activities to City upon request.

**13. Audit of Records**

At any time during normal business hours and as often as may be deemed necessary Leagues shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Leagues will retain such financial and program service records for at least four (4) years after termination of this Agreement.

**14. Security and Reporting**

All violations of law, abuse or damage to the Park or Facilities, or injuries to the public or Leagues' agents or employees, shall be reported immediately to City.

**15. Leagues' Employees and Equipment**

Leagues have secured or will secure at Leagues' own expense all persons, employees, and equipment required to perform the services required under this

Agreement and all such services will be performed by Leagues, or under Leagues' supervision, by persons authorized by law to perform such services at Leagues' sole expense. Leagues covenant and agree to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its sub-contractors to likewise comply.

**16. Responsibility for Equipment**

City shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by Leagues or any of Leagues' employees or sub-contractors. The acceptance or use of any such equipment by Leagues, Leagues' employees, or sub-contractors shall be construed to mean that Leagues accept full responsibility for and agree to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**17. Independent Contractor**

Leagues are, for all purposes arising out of this Agreement, independent contractors. Leagues have and shall retain the right to exercise full control and supervision of all persons assisting Leagues in the performance of said services hereunder, City only being concerned with the finished results of the work being performed. Neither Leagues nor Leagues' employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Leagues being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

**18. Hold Harmless**

Leagues shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all claims for loss, damage or expense, by reasons of any act or omission of any employee, servant agent or sub-contractor of Leagues, including those, if any, originally employed by City and utilized by Leagues, and Leagues agree to defend, at Leagues' own expense, any suit or suits that may be brought against City by reason of any such act or omission.

Leagues shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to

Leagues and Leagues' employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of Leagues.

Leagues shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on which any claim arising therefrom is based. It is intended by both parties that Leagues shall indemnify, defend and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of Leagues, their agents, employees and sub-contractors in the performance of this Agreement or any activities undertaken by Leagues on City's property, or resulting from any acts or omission by City resulting from any breach of Leagues under this Agreement, excepting those which arise out of the sole active negligence of City.

**19. Insurance**

Leagues agrees to maintain such insurance as will fully protect both Leagues and City from any and all claims under any workers' compensation act or employer's liability laws, and from any or all other claims of whatsoever kind or nature for the damage to property or from personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this Agreement, whether by Leagues, any sub-contractor or by anyone directly or indirectly engaged or employed by either of them.

Leagues shall, throughout the period of this Agreement, provide public liability and property damage insurance covering all operations of the Leagues, its agents and employees, including but not limited to, bodily injury, personal injury and property damage with minimum liability limits of \$1,000,000 per occurrence.

Leagues agree to provide City at or before the effective date of this Agreement with Certificates of Insurance of the policy or policies specified above and to keep insurance in effect during the entire term of this Agreement. Said policy or policies shall provide for thirty (30) days written notice to City of cancellation or material change thereto. Additionally, except for policies of workers' compensation and employer liability, City shall be named as an additional insured in said policy.

In no event will any document other than a Certificate of Insurance be acceptable as evidence of insurance. Failure to provide such document shall be grounds for immediate termination or suspension of this Agreement and use of the Facilities.

It is agreed that any insurance maintained by the City of Imperial Beach shall apply in excess of and not contribute with insurance provided by Leagues as required under this Agreement. Each insurance policy required of Leagues under this Agreement shall acknowledge this by an appropriate clause of similar statement.

**20. Waiver of Subrogation**

City agrees to continue fire and liability insurance coverage on Sports Park Recreation Center, concession stand and all City contents within; Leagues shall provide any insurance necessary for equipment owned by Leagues and placed in the Facilities.

**21. Notices**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to:

IBLL:	Imperial Beach Little League P.O. Box 1041 Imperial Beach, CA 91933
IBSL:	Imperial Beach Girls Softball League Attn: Jim Laccone 225 Broadway, Ste. 2000 San Diego, CA 92101
City:	City Manager City of Imperial Beach 825 Imperial Beach Boulevard Imperial Beach CA 91932

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as herein provided.

**22. Nondiscrimination and Nonsegregation**

League and Leagues' employees, agents and sub-contractors, shall not segregate or discriminate because of race, religion, color, creed, ancestry, sex, age, national origin, marital status, or physical handicap against any person or group of persons by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

Leagues, their employees and agents are also prohibited from establishing or permitting the establishment of any practice or policy involving segregation or discrimination with respect to the use of the Park.

**23. City Manager**

The City Manager or his/her designee shall be the contract officer and shall receive communications from the Leagues and render decisions, unless otherwise stated by this Agreement, on behalf of the City of Imperial Beach.

**24. Approvals**

Approvals required by City shall not be unreasonably withheld.

**25. Modification**

Notwithstanding any of the provisions of this Agreement, City and Leagues may hereafter, by mutual consent, agree in writing to any lawful modification, addition or deletion of the terms and conditions of this Agreement.

**26. Assignments**

No transfer or assignment by the Leagues that affects this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first consented to in writing by City.

**27. California Law; Venue**

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in San Diego County, California. Leagues hereby waive any and all rights they might have pursuant to Section 394 of the California Code of Civil Procedure.

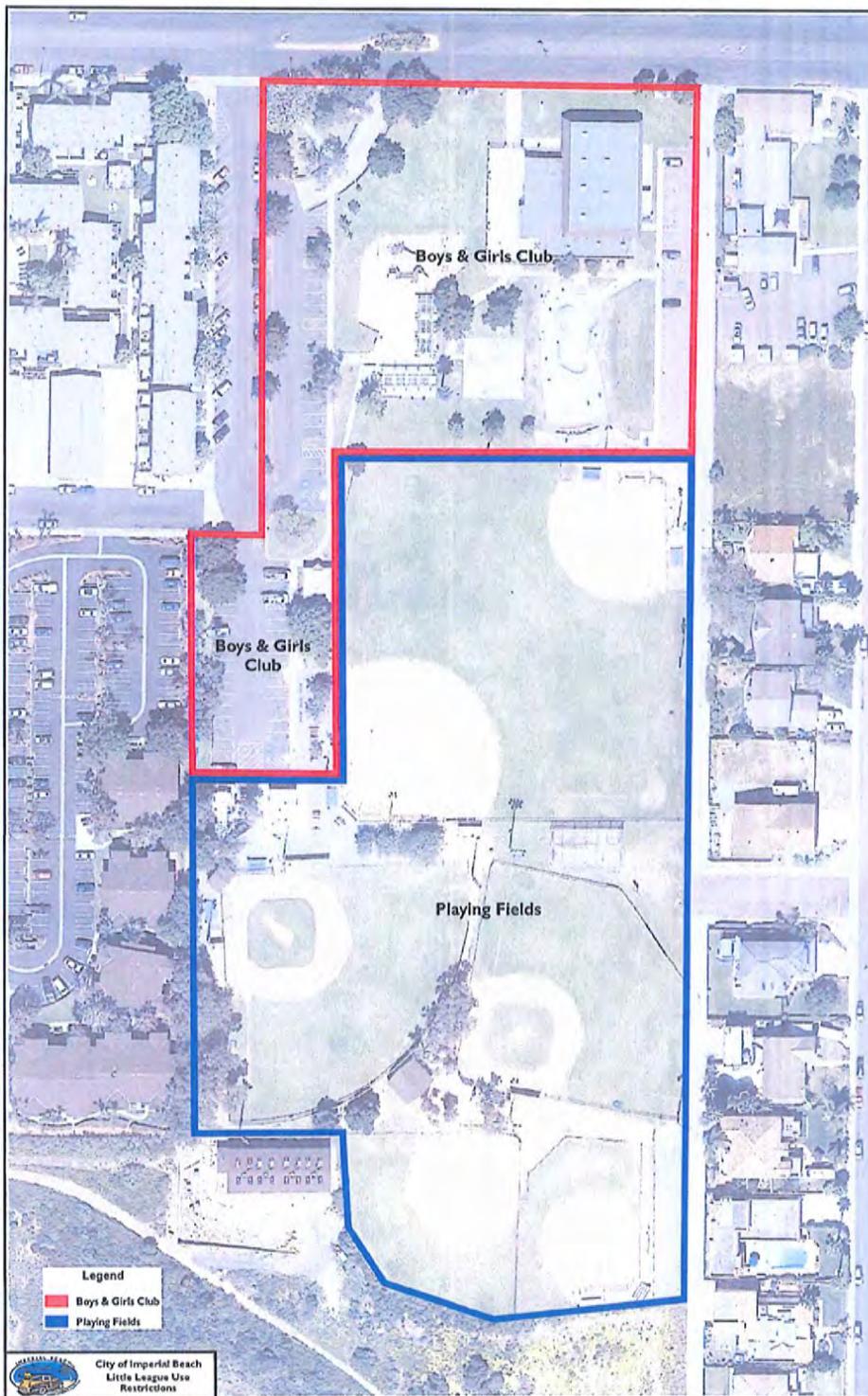
**28. Severability**

If any part of this Agreement is/should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Agreement.



# Exhibit "A"

## Map/Description of Facilities



**Exhibit "B"**  
**Points of Concern**

## Exhibit "C"

### Rental Use Agreement

ATTACHMENT 2

#### **SPORTS PARK FIELD USE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND IMPERIAL BEACH LITTLE LEAGUE**

This Agreement is made and entered into by and between the City of Imperial Beach, a municipal corporation (hereinafter referred to as "City") and Imperial Beach Little League - a 501(c)(3) nonprofit corporation (hereinafter referred to as "IBLL").

**1. Purpose**

The purpose of this Agreement is to provide for certain terms and conditions for the use by IBLL of the City's Sports Park fields and facilities.

**2. Facility Description**

City's Sports Park facility is located at 425 Imperial Beach Boulevard, Imperial Beach, California (hereinafter referred to as the "Park").

IBLL shall have certain limited rights to use designated athletic recreational fields, facilities and grounds at the Park (with the exception of the Gym Complex and Sports Park Picnic Area) for sports league activities. Fields "A", "B", "C", "D", "E", and "F" are generally available for seasonal use by organized leagues as approved and scheduled by the City in advance. In addition, the City will make the southern portion of the concession stand area (as shown on Exhibit "A") available for IBLL use during approved league play.

**3. Other Activities**

IBLL agrees to acquire necessary Special Event Permits and Noise Amplification Permits, pursuant to provisions of the Imperial Beach Municipal Code and subject to approval by the City, for activities of IBLL which require said permits (e.g., Opening and Closing Day ceremonies, league tournaments, etc.) other than those authorized by this Agreement.

**4. Condition of Park**

IBLL agrees during the term of this Agreement to maintain and operate those designated ball fields and concession stand areas of the Park in a clean, safe, and sanitary condition, free of trash. IBLL will inspect their designated ball fields and concession stand area after each use to ensure they are maintained in a clean, safe, and sanitary condition, free of trash.

IBLL will solely be responsible for dragging the infield and chalking the base lines before each game. City agrees to provide daily litter control and trash disposal services for Park facility. However, IBLL will be responsible for emptying full trash cans during their activities and trash pick-up after each athletic activity.

An inspection and report on the condition of the Park, fields, facilities, and concession stand, based on a joint inspection between the City and IBLL, will be completed not later than December 15 of each year. In addition, IBLL shall report any immediate maintenance issues to the City as they are identified.

**5. Inspection, Entry and Control**

The City, shall maintain control over, have access to, and have the right at any time to inspect and assess the conditions of all facilities within the Sports Park. The City reserves the

unfettered right of ingress and egress to its Park by authorized City representatives for the purpose of repairs, preservation and maintenance of its Park and its facilities. If such repairs, preservation or maintenance would interrupt IBLL's use of Park, except in emergency situations requiring immediate work, IBLL will be given reasonable notice when such work may become necessary and shall adjust operations in such a manner that City may proceed expeditiously.

IBLL shall not change, modify or re-key any locks at the Park, structures, facilities or gates without prior approval from the City. At all times the City shall have key access to the entire Park including structures, facilities, buildings, storage rooms or gates on City property.

**6. Term**

This Agreement shall commence on January 1, 2007 and continue through December 31, 2009 for a total contract period of three (3) years. The City shall have the option to extend this Agreement for an additional two (2) one (1) year increments after the end of the current term. Should City desire to exercise an option to extend, it shall give IBLL thirty (30) days notice prior to the end of the then current term.

Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice one hundred twenty (120) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should IBLL be in default of any covenant or condition hereof.

All personal property of IBLL remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall be, at its election, become the property of City.

**7. Consideration for Use of Concession Operation**

In consideration of the City granting IBLL the right to store and sell food, snacks, drinks and other related items from the concession stand area, IBLL shall use all net proceeds from the concession stand sales exclusively for the benefit of and for the purpose of supporting IBLL related activities in accordance with this Agreement. IBLL will also comply with all Health and Safety codes for the equipment and personnel in the operation of the concession stand.

Upon 24 hour notice, the City shall retain the right to use said concession stand area for the purpose of selling food, snacks, drinks and other related items when not in use by IBLL. The City will not use any consumable products owned by IBLL without prior consent of IBLL. Both IBLL and the City will be responsible to repair any fixtures, appliances, and equipment damaged by their use. Both IBLL and the City agree to leave said concession stand area in a clean and sanitary condition after every use.

Net revenue earned by City from concession sales shall be used by City to offset cost of services provided by City in the Sports Park.

**8. Use**

IBLL shall only use the Park for sports league activities as scheduled and approved by the City in advance. However, any fields not in use (regardless if scheduled but subsequently not used) shall be available for use by City, other authorized leagues, the general public, or private groups pursuant to the policies, rules and regulations of the City. Any unscheduled use of fields will be considered temporary and immediately terminated if and when the approved scheduled league or user arrives at the field.

City and IBLL will endeavor to develop and adopt user policies and procedures for annual and seasonal recreational scheduling of designated fields including a 2-3 week time period in December for extended field maintenance and recovery. City will meet annually (in November and/or December) to set the schedule for the upcoming year and meet at other times as necessary to finalize each season's schedule. No later than December 15 of each year, IBLL shall present its tentative schedule for the upcoming year to the City. The City recognizes that IBLL's peak periods of use will be during the months of January - June for spring competition activities. In order to schedule each season's league play in a timely manner, IBLL shall provide City reasonable advance notice of their desired field use schedule including information on fee amount charged to participants, number of age divisions, team names in each division, player names, player residency, names of coaches and managers and contact information. A minimum of fifty percent (50%) of IBLL league players must be Imperial Beach residents.

IBLL shall not, nor shall IBLL permit employees, agents or representatives of the IBLL or individuals participating in IBLL's programs to violate provisions of the Imperial Beach Municipal Code when using the Park, or allow the Park to be used for civil insurrection, events contrary to acceptable community standards, or to contribute to general immorality.

**9. Dispute Resolution**

The City desires to reach consensus with and between the authorized leagues regarding scheduled use of the Park fields. In the event the league(s) and the City cannot reach agreement on a Park field use schedule within a reasonable time period prior to the start of each league's season then the City's Recreation Coordinator will decide the upcoming season's schedule. If IBLL desires to appeal the decision of the Recreation Coordinator they must do so in writing to the City Manager within five business days of the decision. The City Manager will then appoint an appeal panel of three representatives to hear the appeal. The decision of the appeal panel will be final.

All other non-schedule related disputes between leagues and/or the City will be decided by the Recreation Coordinator. Any appeal of non-schedule related disputes shall be directed to the City Manager or his/her designee. The decision of the City Manager or his/her designee will be final.

**10. Compliance with Laws**

IBLL expressly agrees at all times during the term of this Agreement to comply, and cause compliance, with the Imperial Beach Municipal Code, and any and all present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement, in force relating to sanitation or public health, safety, or welfare; and IBLL shall at all times faithfully obey and comply with all laws, rules and regulations applicable

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thereto, adopted by federal, state, or other governmental bodies or departments or officers thereof.

**11. Maintenance and Care**

IBLL shall be responsible for dragging and chalking athletic fields for all their designated youth activities and trash pick-up during and after each athletic event. City shall be responsible for all electricity costs associated with field and park facility lighting, except for electricity costs for concession stand operations, which shall be the responsibility of the IBLL.

City shall be responsible for daily maintenance and repair of all recreational fields Park grounds, parking lots, landscaping, turf maintenance, field lighting maintenance and housekeeping activities for all Park and grounds structures, including structural concession stand area maintenance.

No later than December 15 of each year, IBLL will submit a project list to the City to be considered for inclusion in City's next succeeding fiscal year Capital Improvement Project (CIP) Plan. This list shall include any desired major maintenance or repair items for recreational fields, grounds or structures (i.e., playing fields, dugouts, fencing, etc.) or any other public facility improvements for the following contract year. In the event IBLL's CIP list differs from the City's CIP Plan, the City's CIP Plan shall prevail.

IBLL may perform minor maintenance or repair for certain recreational grounds or facilities if approved by the City in advance. IBLL shall provide notice to City regarding any proposed minor maintenance or repair and such minor maintenance or repair shall be subject to prior approval by the City and will become the property of the City unless otherwise agreed to in writing.

**12. Specialty Leagues and/or Traveling Teams**

Any specialty leagues or traveling teams directly or indirectly associated with IBLL are not included in this agreement and are subject to the same procedures, rules and regulations as other non-recognized groups in regards to use of the Park.

**13. Operating Rules and Procedures**

IBLL shall provide a copy of the rules, regulations, operating policies and procedures for its sports league activities to the City upon request.

**14. Security and Reporting**

All violations of law, abuse or damage to the Park, or injuries to the public or IBLL's agents or employees, shall be reported immediately to the City.

**15. IBLL's Employees and Equipment**

IBLL has secured or will secure at IBLL's own expense all persons, employees, and equipment required to perform the services required under this Agreement and that all such services will be performed by IBLL, or under IBLL's supervision, by persons authorized by law to perform such services. IBLL covenants and agrees to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its sub-contractors to likewise comply.

**16. Responsibility for Equipment**

City shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by IBLL or any of IBLL's employees or sub-contractors, even if such equipment has been furnished, rented, or loaned to IBLL by City. The acceptance or use of any such equipment by IBLL, IBLL's employees, or sub-contractors shall be construed to mean that IBLL accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**17. Independent Contractor**

IBLL is, for all purposes arising out of this Agreement, an independent contractor. IBLL has and shall retain the right to exercise full control and supervision of all persons assisting the IBLL in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither IBLL nor IBLL's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, IBLL being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

**18. Hold Harmless**

IBLL shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all claims for loss, damage or expense, by reasons of any act or omission of any employee, servant agent or sub-contractor of IBLL, including those, if any, originally employed by City and utilized by IBLL, and IBLL agrees to defend, at IBLL's own expense, any suit or suits that may be brought against City by reason of any such act or omission.

IBLL shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to IBLL and IBLL's employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of IBLL.

IBLL shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on

which any claim arising therefrom is based. It is intended by both parties that IBLL shall indemnify and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of IBLL its agents, employees and sub-contractors, excepting those which arise out of the sole active negligence of City.

**19. Insurance**

IBLL agrees to maintain such insurance as will fully protect both IBLL and City from any and all claims under any workers' compensation act or employer's liability laws, and from any or all other claims of whatsoever kind or nature for the damage to property or from personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this Agreement, whether by IBLL, any sub-contractor or by anyone directly or indirectly engaged or employed by either of them.

IBLL shall, throughout the period of this Agreement, provide public liability and property damage insurance covering all operations of the IBLL, its agents and employees, including but not limited to, bodily injury, personal injury and property damage with minimum liability limits of \$1,000,000 per occurrence.

IBLL agrees to provide City at or before the effective date of this Agreement with a Certificate of Insurance of the policy or policies specified above and to keep insurance in effect during the entire term of this Agreement. Said policy or policies shall provide for thirty (30) days written notice to City of cancellation or material change thereto. Additionally, except for policies of workers' compensation and employer liability, City shall be named as an additional insured in said policy.

In no event will any document other than a Certificate of Insurance be acceptable as evidence of insurance. Failure to provide such document shall be grounds for immediate termination or suspension of this Agreement and use of the fields.

It is agreed that any insurance maintained by the City of Imperial Beach shall apply in excess of and not contribute with insurance provided by IBLL as required under this Agreement. Each insurance policy required of IBLL under this Agreement shall acknowledge this by an appropriate clause of similar statement.

**20. Waiver of Subrogation**

City agrees to continue fire and liability insurance coverage on Sports Park Recreation Center, concession stand and all City contents within; IBLL shall provide any insurance necessary for equipment owned by IBLL and placed in Park facilities.

**21. Notices**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to:

IBLL: Imperial Beach Little League  
P.O. Box 1041  
Imperial Beach, CA 91933

City: City Manager  
City of Imperial Beach  
825 Imperial Beach Boulevard  
Imperial Beach CA 91932

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as herein provided.

**22. Nondiscrimination and Nonsegregation**

IBLL and IBLL's employees, agents and sub-contractors, shall not segregate or discriminate because of race, religion, color, creed, ancestry, sex, age, national origin, marital status, or physical handicap against any person or group of persons by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

IBLL, its employees and agents are also prohibited from establishing or permitting the establishment of any practice or policy involving segregation or discrimination with respect to the use of the Park.

**23. City Manager**

The City Manager or his/her designee shall be the contract officer and shall receive communications from the IBLL and render decisions, unless otherwise stated by this Agreement, on behalf of the City of Imperial Beach.

**24. Approvals**

Approvals required by City shall not be unreasonably withheld.

**25. Modification**

Notwithstanding any of the provisions of this Agreement, City and IBLL may hereafter, by mutual consent, agree in writing to any lawful modification, addition or deletion of the terms and conditions of this Agreement.

**26. Assignments**

No transfer or assignment by the IBLL that affects this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first consented to in writing by City.

**27. California Law; Venue**

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in San Diego County, California. IBLL hereby waives any and all rights it might have pursuant to Section 394 of the California Code of Civil Procedure.

**28. Severability**

If any part of this Agreement is/should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed:

**City of Imperial Beach:**

**Imperial Beach Little League (IBLL)**

Signature on file

Signature on file

3/8/07

12/19/06

City Manager

Date

League President

Date

**Approved as to Content:**

Signature on file

Assistant City Manager

**SPORTS PARK FIELD USE AGREEMENT  
BETWEEN THE CITY OF IMPERIAL BEACH  
AND IMPERIAL BEACH GIRL'S SOFTBALL**

This Agreement is made and entered into by and between the City of Imperial Beach, a municipal corporation (hereinafter referred to as "City") and Imperial Beach Girls' Softball - a 501(c)(3) nonprofit corporation (hereinafter referred to as "IBGS").

**1. Purpose**

The purpose of this Agreement is to provide for certain terms and conditions for the use by IBGS of the City's Sports Park fields and facilities.

**2. Facility Description**

City's Sports Park facility is located at 425 Imperial Beach Boulevard, Imperial Beach, California (hereinafter referred to as the "Park").

IBGS shall have certain limited rights to use designated athletic recreational fields, facilities and grounds at the Park (with the exception of the Gym Complex and Sports Park Picnic Area) for sports league activities. Fields "A", "B", "C", "D", "E", and "F" are generally available for seasonal use by organized leagues as approved and scheduled by the City in advance. In addition, the City will make the northern portion of the concession stand area (as shown on Exhibit "A") available for IBGS use during approved league play.

**3. Other Activities**

IBGS agrees to acquire necessary Special Event Permits and Noise Amplification Permits, pursuant to provisions of the Imperial Beach Municipal Code and subject to approval by the City, for activities of IBGS which require said permits (e.g., Opening and Closing Day ceremonies, league tournaments, etc.) other than those authorized by this Agreement.

**4. Condition of Park**

IBGS agrees during the term of this Agreement to maintain and operate those designated ball fields and concession stand areas of the Park in a clean, safe, and sanitary condition, free of trash. IBGS will inspect their designated ball fields and concession stand area after each use to ensure they are maintained in a clean, safe, and sanitary condition, free of trash.

IBGS will solely be responsible for dragging the infield and chalking the base lines before each game. City agrees to provide daily litter control and trash disposal services for Park facility. However, IBGS will be responsible for emptying full trash cans during their activities and trash pick-up after each athletic activity.

An inspection and report on the condition of the Park, fields, facilities, and concession stand, based on a joint inspection between the City and IBGS, will be completed not later than December 15 of each year. In addition, IBGS shall report any immediate maintenance issues to the City as they are identified.

**5. Inspection, Entry and Control**

The City, shall maintain control over, have access to, and have the right at any time to inspect and assess the conditions of all facilities within the Sports Park. The City reserves the

unfettered right of ingress and egress to its Park by authorized City representatives for the purpose of repairs, preservation and maintenance of its Park and its facilities. If such repairs, preservation or maintenance would interrupt IBGS's use of Park, except in emergency situations requiring immediate work, IBGS will be given reasonable notice when such work may become necessary and shall adjust operations in such a manner that City may proceed expeditiously.

IBGS shall not change, modify or re-key any locks at the Park, structures, facilities or gates without prior approval from the City. At all times the City shall have key access to the entire Park including structures, facilities, buildings, storage rooms or gates on City property.

**6. Term**

This Agreement shall commence on January 1, 2007 and continue through December 31, 2009 for a total contract period of three (3) years. The City shall have the option to extend this Agreement for an additional two (2) one (1) year increments after the end of the current term. Should City desire to exercise an option to extend, it shall give IBGS thirty (30) days notice prior to the end of the then current term.

Notwithstanding the above, this Agreement may be terminated by either party without cause upon delivery and receipt of written notice one hundred twenty (120) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should IBGS be in default of any covenant or condition hereof.

All personal property of IBGS remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall be, at its election, become the property of City.

**7. Consideration for Use of Concession Operation**

In consideration of the City granting IBGS the right to store and sell food, snacks, drinks and other related items from the concession stand area, IBGS shall use all net proceeds from the concession stand sales exclusively for the benefit of and for the purpose of supporting IBGS related activities in accordance with this Agreement. IBGS will also comply with all Health and Safety codes for the equipment and personnel in the operation of the concession stand.

Upon 24 hour notice, the City shall retain the right to use said concession stand area for the purpose of selling food, snacks, drinks and other related items when not in use by IBGS. The City will not use any consumable products owned by IBGS without prior consent of IBGS. Both IBGS and the City will be responsible to repair any fixtures, appliances, and equipment damaged by their use. Both IBGS and the City agree to leave said concession stand area in a clean and sanitary condition after every use.

Net revenue earned by City from concession sales shall be used by City to offset cost of services provided by City in the Sports Park.

**8. Use**

IBGS shall only use the Park for sports league activities as scheduled and approved by the City in advance. However, any fields not in use (regardless if scheduled but subsequently not used) shall be available for use by City, other authorized leagues, the general public, or private groups pursuant to the policies, rules and regulations of the City. Any unscheduled use of fields will be considered temporary and immediately terminated if and when the approved scheduled league or user arrives at the field.

City and IBGS will endeavor to develop and adopt user policies and procedures for annual and seasonal recreational scheduling of designated fields including a 2-3 week time period in December for extended field maintenance and recovery. City will meet annually (in November and/or December) to set the schedule for the upcoming year and meet at other times as necessary to finalize each season's schedule. No later than December 15 of each year, IBGS shall present its tentative schedule for the upcoming year to the City. The City recognizes that IBGS's peak periods of use will be during the months of January - June for spring competition activities. In order to schedule each season's league play in a timely manner, IBGS shall provide City reasonable advance notice of their desired field use schedule including information on fee amount charged to participants, number of age divisions, team names in each division, player names, player residency, names of coaches and managers and contact information. A minimum of fifty percent (50%) of IBGS league players must be Imperial Beach residents.

IBGS shall not, nor shall IBGS permit employees, agents or representatives of the IBGS or individuals participating in IBGS's programs to violate provisions of the Imperial Beach Municipal Code when using the Park, or allow the Park to be used for civil insurrection, events contrary to acceptable community standards, or to contribute to general immorality.

**9. Dispute Resolution**

The City desires to reach consensus with and between the authorized leagues regarding scheduled use of the Park fields. In the event the league(s) and the City cannot reach agreement on a Park field use schedule within a reasonable time period prior to the start of each league's season then the City's Recreation Coordinator will decide the upcoming season's schedule. If IBGS desires to appeal the decision of the Recreation Coordinator they must do so in writing to the City Manger within five business days of the decision. The City Manager will then appoint an appeal panel of three representatives to hear the appeal. The decision of the appeal panel will be final.

All other non-schedule related disputes between leagues and/or the City will be decided by the Recreation Coordinator. Any appeal of non-schedule related disputes shall be directed to the City Manager or his/her designee. The decision of the City Manager or his/her designee will be final.

**10. Compliance with Laws**

IBGS expressly agrees at all times during the term of this Agreement to comply, and cause compliance, with the Imperial Beach Municipal Code, and any and all present and future laws, general rules, or regulations of any governmental authority now, or at any time during the term of this Agreement, in force relating to sanitation or public health, safety, or welfare; and IBGS shall at all times faithfully obey and comply with all laws, rules and regulations applicable

thereto, adopted by federal, state, or other governmental bodies or departments or officers thereof.

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IBGS shall be responsible for dragging and chalking athletic fields for all their designated youth activities and trash pick-up during and after each athletic event. City shall be responsible for all electricity costs associated with field and park facility lighting, except for electricity costs for concession stand operations, which shall be the responsibility of the IBGS.

City shall be responsible for daily maintenance and repair of all recreational fields Park grounds, parking lots, landscaping, turf maintenance, field lighting maintenance and housekeeping activities for all Park and grounds structures, including structural concession stand area maintenance.

No later than December 15 of each year, IBGS will submit a project list to the City to be considered for inclusion in City's next succeeding fiscal year Capital Improvement Project (CIP) Plan. This list shall include any desired major maintenance or repair items for recreational fields, grounds or structures (i.e., playing fields, dugouts, fencing, etc.) or any other public facility improvements for the following contract year. In the event IBGS's CIP list differs from the City's CIP Plan, the City's CIP Plan shall prevail.

IBGS may perform minor maintenance or repair for certain recreational grounds or facilities if approved by the City in advance. IBGS shall provide notice to City regarding any proposed minor maintenance or repair and such minor maintenance or repair shall be subject to prior approval by the City and will become the property of the City unless otherwise agreed to in writing.

**12. Specialty Leagues and/or Traveling Teams**

Any specialty leagues or traveling teams directly or indirectly associated with IBGS are not included in this agreement and are subject to the same procedures, rules and regulations as other non-recognized groups in regards to use of the Park.

**13. Operating Rules and Procedures**

IBGS shall provide a copy of the rules, regulations, operating policies and procedures for its sports league activities to the City upon request.

**14. Security and Reporting**

All violations of law, abuse or damage to the Park, or injuries to the public or IBGS's agents or employees, shall be reported immediately to the City.

**15. IBGS's Employees and Equipment**

IBGS has secured or will secure at IBGS's own expense all persons, employees, and equipment required to perform the services required under this Agreement and that all such services will be performed by IBGS, or under IBGS's supervision, by persons authorized by law to perform such services. IBGS covenants and agrees to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its sub-contractors to likewise comply.

**16. Responsibility for Equipment**

City shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by IBGS or any of IBGS's employees or sub-contractors, even if such equipment has been furnished, rented, or loaned to IBGS by City. The acceptance or use of any such equipment by IBGS, IBGS's employees, or sub-contractors shall be construed to mean that IBGS accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**17. Independent Contractor**

IBGS is, for all purposes arising out of this Agreement, an independent contractor. IBGS has and shall retain the right to exercise full control and supervision of all persons assisting the IBGS in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither IBGS nor IBGS's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, IBGS being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

**18. Hold Harmless**

IBGS shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all claims for loss, damage or expense, by reasons of any act or omission of any employee, servant agent or sub-contractor of IBGS, including those, if any, originally employed by City and utilized by IBGS, and IBGS agrees to defend, at IBGS's own expense, any suit or suits that may be brought against City by reason of any such act or omission.

IBGS shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to IBGS and IBGS's employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of IBGS.

IBGS shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on

which any claim arising therefrom is based. It is intended by both parties that IBGS shall indemnify and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of IBGS its agents, employees and sub-contractors, excepting those which arise out of the sole active negligence of City.

**19. Insurance**

IBGS agrees to maintain such insurance as will fully protect both IBGS and City from any and all claims under any workers' compensation act or employer's liability laws, and from any or all other claims of whatsoever kind or nature for the damage to property or from personal injury, including death, made by anyone whomsoever, which may arise from operations carried on under this Agreement, whether by IBGS, any sub-contractor or by anyone directly or indirectly engaged or employed by either of them.

IBGS shall, throughout the period of this Agreement, provide public liability and property damage insurance covering all operations of the IBGS, its agents and employees, including but not limited to, bodily injury, personal injury and property damage with minimum liability limits of \$1,000,000 per occurrence.

IBGS agrees to provide City at or before the effective date of this Agreement with a Certificate of Insurance of the policy or policies specified above and to keep insurance in effect during the entire term of this Agreement. Said policy or policies shall provide for thirty (30) days written notice to City of cancellation or material change thereto. Additionally, except for policies of workers' compensation and employer liability, City shall be named as an additional insured in said policy.

In no event will any document other than a Certificate of Insurance be acceptable as evidence of insurance. Failure to provide such document shall be grounds for immediate termination or suspension of this Agreement and use of the fields.

It is agreed that any insurance maintained by the City of Imperial Beach shall apply in excess of and not contribute with insurance provided by IBGS as required under this Agreement. Each insurance policy required of IBGS under this Agreement shall acknowledge this by an appropriate clause of similar statement.

**20. Waiver of Subrogation**

City agrees to continue fire and liability insurance coverage on Sports Park Recreation Center, concession stand and all City contents within; IBGS shall provide any insurance necessary for equipment owned by IBGS and placed in Park facilities.

**21. Notices**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to:

IBGS: Imperial Beach Girls' Softball (IBGS) (ASA Affiliated)  
P.O. Box 1358  
Imperial Beach, CA 91933

City: City Manager  
City of Imperial Beach  
825 Imperial Beach Boulevard  
Imperial Beach CA 91932

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as herein provided.

**22. Nondiscrimination and Nonsegregation**

IBGS and IBGS's employees, agents and sub-contractors, shall not segregate or discriminate because of race, religion, color, creed, ancestry, sex, age, national origin, marital status, or physical handicap against any person or group of persons by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public.

IBGS, its employees and agents are also prohibited from establishing or permitting the establishment of any practice or policy involving segregation or discrimination with respect to the use of the Park.

**23. City Manager**

The City Manager or his/her designee shall be the contract officer and shall receive communications from the IBGS and render decisions, unless otherwise stated by this Agreement, on behalf of the City of Imperial Beach.

**24. Approvals**

Approvals required by City shall not be unreasonably withheld.

**25. Modification**

Notwithstanding any of the provisions of this Agreement, City and IBGS may hereafter, by mutual consent, agree in writing to any lawful modification, addition or deletion of the terms and conditions of this Agreement.

**26. Assignments**

No transfer or assignment by the IBGS that affects this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first consented to in writing by City.

**27. California Law; Venue**

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in San Diego County, California. IBGS hereby waives any and all rights it might have pursuant to Section 394 of the California Code of Civil Procedure.

**28. Severability**

If any part of this Agreement is/should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed:

**City of Imperial Beach:**

**Imperial Beach Girls' Softball (IBGS)**

Signature on file

3/8/07

City Manager

Date

Signature on file

2-7-07

League President

Date

Approved as to Content:

Signature on file

Assistant City Manager



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: APRIL 16, 2014  
ORIGINATING DEPT.: CITY MANAGER/COMMUNITY DEVELOPMENT *AH*  
SUBJECT: CITY COUNCIL BRIEFING NO. 1 – PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

**EXECUTIVE SUMMARY:**

Staff and its consultant team, headed by Project Design Consultants (PDC) recently initiated the next phase of the Palm Avenue Mixed Use & Commercial Corridor Master Plan (Master Plan) which is being funded primarily by a San Diego Association of Governments (SANDAG) Smart Growth Incentive Grant. A key component of this project will include a significant public outreach effort. On April 16<sup>th</sup>, staff will provide an update on the project, focusing on the community outreach and engagement efforts, and will announce the first community workshop to be held on April 29<sup>th</sup> in the Community Room at City Hall.

**BACKGROUND:**

In April 2004, the City Council directed staff to proceed with the development of the Palm Avenue Mixed Use & Commercial Corridor Master Plan (Master Plan) Study. In October 2005, staff submitted an application for a California Department of Transportation (Caltrans) Community-Based Transportation Planning Grant and in May 2006, the City of Imperial Beach was notified that Caltrans approved the application and also allocated \$50,000 towards preparation of the Master Plan Study. In May 2007, a request for proposals/qualifications was issued for a consultant team to carry out the Master Plan Study and in September 2007, the City entered into an Agreement with Moore Iacofano Goltsman, Incorporated (MIG) for the project.

The project study area encompassed the entire length of the Palm Avenue/State Route (SR) 75 corridor, as well as the one block area north and south of Palm Avenue/SR 75. The purpose of the Master Plan Study was to propose streetscape improvements and urban design strategies that support the common goal of creating a vibrant, safe, and pedestrian and bicycle-friendly commercial hub along Palm Avenue. Priorities of this effort include transforming the six-lane highway to a "Main Street" environment based on Caltrans' Main Street Design Guidelines, creating a desirable development environment in which to promote new mixed-use and transit oriented developments providing amenities and services to the community, improving connections to surrounding residential neighborhoods and enhancing alternative transit opportunities while reinforcing the small-scale beach-town feel of the area. To accomplish this, modifications were proposed to existing motor vehicle travel lanes, parking areas, medians, landscaping, sidewalks, crosswalks, curbs and gutters, and traffic signalization.

On February 19, 2009, the City Council approved the Master Plan Study which proposed right-

of-way improvements for the Palm Avenue/SR 75 corridor focused on improving pedestrian safety and walkability, enhancing the corridor's overall aesthetics and appearance, and improving functionality of the vehicular corridor while maintaining acceptable traffic levels of service all in an effort to create a "main street" environment. The final draft of the Master Plan Study included suggested revisions in response to comments and recommendations from the City Council and Design Review Board from a meeting held on October 8, 2008. The final draft of the Master Plan Study also included a Traffic Impact Analysis of the Palm Avenue/SR 75 Corridor.

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

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

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

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

### **ANALYSIS:**

Since the issuance of the Notice to Proceed, City staff and the consultant team have been reviewing the Master Plan Study and have prepared concept drawings based on the Master Plan recommendations for discussions purposes as a key component of the project will be to confirm the Master Plan Study recommendations and to fully assess them for application and implementation with the Palm Avenue/SR 75 corridor. Another key component of this next phase of the Master Plan, as mandated by the grant program and also a practice of the City's

for all such efforts, will be to implement a comprehensive Community Engagement effort in order to receive seek public input and participation the development and implementation of the Master Plan. To that end, the consultant team’s Outreach & Engagement Consultant, Katz & Associates (Katz), has prepared a detailed Community Engagement Strategy (see Attachment 1). Specific objectives of this strategy are to:

- Increase the community’s knowledge and understanding of the project’s needs and benefits
- Share project information and studies
- Report on the team’s work-in-progress and decisions made throughout the project
- Solicit feedback, questions, and comments to inform and shape the design process
- Respond to stakeholder questions and concerns
- Fully implement public involvement requirements per CEQA

A Community Engagement Process and Timeline have been developed by Katz and are included in Figure 1 of Attachment 1. Phase I of the Community Engagement Process and Timeline includes the following:

**Figure 1. Community Engagement Process and Timeline**

	MARCH	APRIL	MAY	JUNE	JULY
	PHASE I Project Launch				
Project Activities				Research & Data Collection Mapping Landscape Concept Plans	
Community Engagement Activities				Website Launch Project Info Sheet Stakeholder Database Development Initial Email Update *Community Organization Briefing City Council Briefing 1 Workshop 1 Notification Email Update *Outreach to Corridor Businesses Workshop 1 City Council Briefing 2 City Council Briefing 3	

\*Optional outreach item to be completed by City staff

To date, a dedicated webpage has been established on the City’s website ([www.ImperialBeachCA.gov/PalmMasterPlan](http://www.ImperialBeachCA.gov/PalmMasterPlan)) and a contact email address has been established ([PalmMasterPlan@imperialbeachca.gov](mailto:PalmMasterPlan@imperialbeachca.gov)) to receive comments from interested parties and to be included in email correspondence on the project. The webpage will be routinely updated with project information, key milestones and announcements on engagement opportunities. The first community workshop has been scheduled for Tuesday, April 29<sup>th</sup> at 7:00 PM in the Community Room at City Hall. This information and a notification of this first City

Council Briefing have been listed on the Master Plan's web page. Additionally, City staff made an announcement during the Imperial Beach Chamber of Commerce (Chamber) Breakfast on March 27, 2014, regarding the first workshop and another announcement regarding the workshop was made by City staff at the Chamber's Board of Directors meeting on Wednesday, April 9, 2014.

During the City Council meeting on April 2, 2014, staff provided a brief update on this project, primarily regarding the possibility of a relinquishment of the state highway right-of-way from Caltrans to the City of Imperial Beach. During that meeting, it was reported that staff and members of the Master Plan project's consultant team had met with Caltrans staff to discuss the Master Plan objectives and recommendations. If available by the time of the April 16<sup>th</sup> City Council meeting, staff will provide any additional updates on this aspect of the project.

**ENVIRONMENTAL DETERMINATION:**

The prior phase of the Master Plan was exempt from CEQA pursuant to CEQA Guidelines Section 15262 and pursuant to CEQA Guidelines Section 15306. This phase of the Palm Avenue Mixed Use and Commercial Corridor Master Plan will include the preparation of the required environmental documents to analyze the proposed project. This may result in an amendment to the City's General Plan/Local Coastal Plan along with a coastal development permit, site plan review, and design review for the proposed capital improvements.

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

That the City Council receives City Council Briefing No. 1 on the Master Plan and provides input, comment and/or direction to staff.

Attachments:

1. Community Engagement Strategy – Palm Avenue Master Plan



Katz & Associates, Inc.  
 4250 Executive Square, Suite 670  
 San Diego, CA 92037  
 Phone: (858) 452-0031

**Date:** April 2, 2014  
**To:** Greg Wade, City of Imperial Beach  
 Greg Shields, PDC  
**From:** Joan Isaacson and Natalia Clark Hentschel, Katz & Associates  
**Subject:** Palm Ave Streetscape Design and CEQA Review  
 Community Engagement Strategy Memo

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### **I. Objectives for Community Engagement**

The Community Engagement Strategy establishes a program for engaging stakeholders, community members, and the general public in the Palm Avenue Mixed Use and Commercial Corridor Master Plan Project. The project includes the preparation of civil engineering and landscape design plans along with the preparation of environmental documentation per the California Environmental Quality Act (CEQA) to advance implementation of the streetscape improvements identified in the February 2009 Palm Avenue Commercial Corridor Master Plan Study. The vision established as part of the study reflects the outcome of a well-vetted consensus process; therefore, this strategy centers on a community engagement process that builds on that vision and sets the stage for project implementation.

Specific objectives for the community engagement strategy are to:

- Increase the community's knowledge and understanding of the project's needs and benefits
- Share project information and studies
- Report on the team's work-in-progress and decisions made throughout the project
- Solicit feedback, questions, and comments to inform and shape the design process
- Respond to stakeholder questions and concerns
- Fully implement public involvement requirements per CEQA

### **II. Stakeholders and Participants**

Area stakeholders, including residents, property owners, business owners, civic organizations, and other community members were successfully involved in formulating the vision for the Palm Avenue street improvements. Outreach efforts to these stakeholder groups will continue to extend into the design and implementation phase and expand to include, residents of adjacent neighborhoods, local transit agencies, commuters, project area developers, and civic groups.

A stakeholder contact database will be developed using existing contact databases developed by the City for similar projects. Background documents from the recent commercial and mixed-use zoning project will be reviewed to identify additional stakeholders and individuals with a potential interest in the project. The database will serve as a tool for distributing project information and announcements, including e-blasts, a project fact sheet, and public workshop

invitations. The database will be periodically updated and expanded as additional stakeholders and interested members of the public are identified throughout the project.

### **III. Important Points to Communicate**

- For many years the City of Imperial Beach has worked on plans to transform Palm Avenue into a vibrant, mixed-use “Main Street” that is attractive and pedestrian-friendly and promote and enhances Imperial Beach as “Classic Southern California.”
- The intent is to facilitate development of a commercial corridor that generates new economic development, creates a safe pedestrian and bicycling environment, more effectively manages traffic, and improves the overall appearance and urban design of the area.
- This vision for the Palm Avenue corridor was formulated by Imperial Beach residents, business owners, and other stakeholders in both the 2000 “Imperial Beach: The Big Picture” and the 2009 Palm Avenue Commercial Corridor Master Plan Study.
- The current work program underway by the City and a consultant team focuses on the roadway improvements identified in the 2009 Master Plan Study and includes the engineering, landscape design, urban design and environmental review tasks that must be completed before construction of the roadway improvements can occur.
- For environmental review per CEQA, an Initial Study/Mitigated Negative Declaration (IS/MND) will be prepared to identify potential environmental impacts and mitigation measures.
- Throughout the design and CEQA process, a variety of community engagement opportunities will be available to the public, allowing for increased public knowledge and the collection of community feedback on potential design concepts.
- The project is primarily funded by a SANDAG Smart Growth Incentive Grant.

### **IV. Community Engagement Overview**

The overall process for conducting the Palm Avenue Mixed Use and Commercial Corridor Master Plan Project is shown in Figure 1. The community engagement process is synchronized with the design process, allowing for each phase to be meaningfully informed and shaped by the community’s input.

Figure 1. Community Engagement Process and Timeline

	W/2018	F/2018	M/2018	J/2018	J/2018	A/2018	M/2018	M/2018	J/2018	J/2018	A/2018	M/2018	M/2018
<b>Project Activities</b>			<b>Research &amp; Data Collection</b> Mapping Landscape Concept Plans		<b>Preliminary SR4 Civil Design Plan</b>			<b>Design Concept Review</b> Draft Highway			<b>Design Concept Review</b> Final Highway		
<b>Community Engagement Activities</b>			Website Search Project Info Sheet Database Development Initial Email Updates *Community Organization Meeting City Council Briefing 1 Workshop 1 (North/South Road Update) *Outreach to Corridor Businesses Workshop 4 City Council Briefing 2 City Council Briefing 3		Website Updates Workshop 2 (North/South Road Update) *Community Organization Meeting *Outreach to Corridor Businesses City Council Briefing 4 Workshop 2 City Council Presentation 1			Website Updates Email Update Draft N/MHO Public Comment Form *Community Organization Meeting *Community Organization Meeting City Council Briefing (as needed)			Website Updates Email Update City Council Briefing (as needed) City Council Briefing		

\*Optional outreach item to be completed by City staff

## V. Activities

### Notifications and Project Updates

**Timing:** Phase I Project Launch, Phase II 30% Design, Phase III Draft IS/MND Public Review, and Phase IV Final MND Public Hearing

**Primary Responsibility:** City of Imperial Beach

**Description:** Prior to the launch of outreach activities, the following alerts may be used to inform the community about engagement opportunities, project milestones, and availability of draft documents for review:

- **Media: Media advisories targeting both regional and local print and online publications as well a radio and television outlets**

Media outreach is important for information dissemination to the general public. Regional and local print and online publications include, but are not limited to, the Union Tribune, Eagle & Times, Imperial Beach Patch, and eCoronado. Media advisories will be distributed to identified media outlets prior to all community workshops and at project milestones.

- **Social Media: Postings on City of Imperial Beach Facebook and Twitter accounts**

Social media can serve to reach additional members of the public who follow the City's Facebook and Twitter account feeds. Notifications will be posted to the City's accounts to invite the public to outreach activities and provide project updates. Social media posts will also encourage the public to review the project webpage to obtain additional information.

- **Project Webpage: Postings on the project webpage including copies of meeting materials and draft documents**

A project website will serve as an introduction to the project and an online library of project information, project documents, and information on community involvement opportunities. The project website will be updated periodically to report on the team's work-in-progress and post workshop and pop-up outreach event details.

- **Electronic Project Updates: Email updates distributed to the stakeholder contact database**

Email updates will be distributed at project milestones using the stakeholder contact database to keep people informed about community engagement opportunities, project milestones, and the availability of draft documents for public review.

All community members and stakeholders interested in participating in the project can register their contact information on the stakeholder contact database via the project website at [www.ImperialBeachCA.gov/PalmMasterPlan](http://www.ImperialBeachCA.gov/PalmMasterPlan) or contact Greg Wade at [PalmMasterPlan@imperialbeachca.gov](mailto:PalmMasterPlan@imperialbeachca.gov) in order to receive project alerts. All project notifications will be made available in Spanish upon request.

## **Project Information Sheet**

**Timing:** Phase I Project Launch

**Primary Responsibility:** Project Design Consultants

**Description:** An information sheet will be prepared to supply the public with an overview of the project. The document will include information necessary to respond to frequently asked questions and address topic areas of interest.

Suggested topics to cover in the project info sheet include:

- Background on the Palm Avenue Commercial Corridor Master Plan Study, including vision and goals
- Project description, including needs and benefits
- Reference to the City of Imperial Beach vision plan and how the project relates
- Process and timeline
- Community engagement opportunities
- Project web page and project team contact information
- CEQA Review/MND information

The project information sheet will be posted on the project webpage, emailed to the contact database and distributed at the community workshops and pop-up outreach events. The project information sheet will be available in Spanish upon request.

## **Community Workshops**

**Timing:** Phase I Project Launch and Phase II 30% Design

**Primary Responsibility:** Katz & Associates

**Description:** Community workshops will offer the public an opportunity to learn about the project, speak one-on-one with project team members, discuss ideas with fellow community members, and provide input. A total of two community workshops are planned. The community workshops will be professionally facilitated and will follow the sequencing provided below.

- The first workshop will take place early in the process to update the community about the project, explain the work plan for the current phase and its relationship to the established vision. As part of this meeting, project team members will share a variety of streetscape/landscape design concept considerations with participants and request their feedback.
- The second workshop will serve as an opportunity for the design team to share the proposed design concept and hear community feedback before advancing concepts into more detailed stages of design and environmental review.

For each workshop, a one-page logistics memo will be drafted to include details about the venue, as well as the meeting format, agenda, and necessary staffing and materials. The logistics plan will also include an outline for publicizing the workshops, including methods and schedule. A workshop summary will be developed after each meeting and posted on the project webpage along with all workshop materials.

Spanish interpretation will be available at the workshops, as needed.

### **Focused Stakeholder Outreach and/or Pop-up Outreach**

**Timing:** Phase I Project Launch, Phase II 30% Design, and Phase III Draft IS/MND Public Review

**Primary Responsibility:** City of Imperial Beach

**Description:** Focused stakeholder and pop-up outreach will serve to expand community outreach opportunities and inform the public about the project and invite them to participate in the two community workshops and public hearing.

Suggested outreach activities include:

- **Project Information Booths:** Information booths are set up at area community events. The booths feature a family-friendly interactive activity to attract participants to the booth where they are able to obtain project information and speak one-one-one with project team members.
  - Potential community events include:
    - Imperial Beach Farmers Market (Fridays, 12 – 7:30 p.m.)
    - Sun and Sea festival (July 19, 2014)
    - St. Charles Catholic Church Bazaar (May – June, 2014)
    - Family Movie Night at the library or other library events
    - Surf Town Triathlon and Decathlon (August 24, 2014)
  - Potential interactive activities include:
    - “I Love Palm Avenue” photo booth – Participants write what they love about the Palm Avenue corridor on a white board and have their photo taken holding up the board
    - Interactive Game
    - Coloring station for kids – provide a black and white version of a potential design concept for a street segment in the corridor for children to color
- **Outreach to Corridor Businesses:** Project information and workshop fliers are distributed in person to businesses located in the corridor allowing project members to provide an in-person invitation to the workshops and the opportunity to respond to any questions or concerns.
- **Briefings with Community Organizations:** Project team members provide briefings and workshop announcements at pre-scheduled community organization meetings. Target community organizations may include the Chamber of Commerce, the Business Improvement District, bike and pedestrian advocacy groups, and youth community clubs or school organizations (i.e. student clubs, parent associations). Names and contact information for community organizations will be provided in the project contact database.

## **City Council Briefings**

**Timing:** Phase I Project Launch, Phase II 30% Design, Phase III Draft IS/MND Public Review, and Phase IV Final MND Public Hearing

**Primary Responsibility:** City of Imperial Beach

**Description:** City Council briefings will give City officials an opportunity to provide feedback incrementally during the process. The briefings will cover both project and community engagement updates. The briefings are also another opportunity for the public to stay informed about project progress and make comments.

Briefings are planned for the following project milestones:

- Before the first community workshop (scheduled for April 16, 2014)
- After each community workshop
- Beginning of draft IS/MND review period

In addition, the City Council will conduct a public hearing when considering certification of the Final MND.

## **Environmental Review**

**Timing:** Phase III Draft IS/MND Public Review and Phase IV Final MND Public Hearing

**Primary Responsibility:** RECON/City of Imperial Beach

**Notice of Intent to Adopt and Public Review Period:** A Notice of Intent to adopt the draft IS/MND and the draft IS/MND will be circulated for a public review period of 30 days, providing an opportunity for the public to comment on the impact conclusions and mitigation. All public noticing requirements per CEQA will be followed. Though not required under CEQA, the City will send an eBlast reminder to project stakeholders in advance of the close of the comment period.

**Public Hearing:** The City Council will consider adoption of the final MND in a public hearing. Members of the public will have the opportunity to provide comments before the Council takes action. All public noticing requirements per CEQA will be followed. The public will also be informed of the hearing by various means such as eBlast, media advisory, social media posts on Facebook and Twitter, as well as announcements posted on the project web page.



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *AH*  
MEETING DATE: APRIL 16, 2014  
ORIGINATING DEPT.: PUBLIC WORKS *HAL*  
SUBJECT: RESOLUTION NO. 2014-7468 AFFIRMING THE FISCAL YEAR 2014/2015 SEWER SERVICE CHARGE RATES FOR SANITARY SEWER SERVICE AS APPROVED AND ADOPTED BY ORDINANCE 2013-1138 ON MAY 15, 2013

**EXECUTIVE SUMMARY:**

Resolution 2014-7468 is prepared to affirm the sanitary sewer service charge rates for Fiscal Year 2014/2015 as adopted in Ordinance 2013-1138. Ordinance 2013-1138 provided for an increase in the sewer service charge rates on average by 1.6% in FY 2014/2015. The rate was based on the Sewer Service Charge and Capacity Fee Study [STUDY] dated February 20, 2013 prepared by Atkins. Staff's review of the Sewer Enterprise Fund revenue and expenditures for FY 2014/2015 show them to be consistent with the STUDY. Thus the 1.6% increase is necessary to meet the revenue needs of the Sewer Enterprise Fund.

**BACKGROUND:**

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

In accordance with Proposition 218, the STUDY provided a five year schedule of sewer rate increases that was adopted by City Council on May 15, 2013. Although Proposition 218 does not require the City Council to revisit the adopted rate increase for FY 2014/2015, City staff was asked to provide an update on the finances related to the sewer service fee and increase for this coming fiscal year. In order to meet the revenue needs, the STUDY recommended the Fiscal Year 2014/2015 Sewer Service Charges be increased on average for all customer classes by 1.6%. The STUDY estimated the revenue requirement for FY 2014/2015 to be \$4,255,184.

**ANALYSIS:**

The operating and maintenance (O&M) budget for FY 2014/2015 is \$4,320,809. The customer billed sewer service charges for FY 2013/2014 was \$4,039,028. The FY13 year-end Sewer Fund Balance was \$3,163,975. The adopted STUDY established an operating reserve of \$2,000,000 and established an annual minimum capital improvements program budget of \$400,000 (adjusted annually by the construction cost index). The Sewer Fund Reserve available for capital projects is \$1,163,975 as of July 1, 2013 (beginning of FY 2013/2014). The capital projects budgets for FY 2014 and FY 2015 is \$400,000 and \$412,000 respectively. Thus the total estimated capital reserve through FY 2014/2015 is \$1,975,975 (\$1,163,975 plus \$812,000). The FY 2014 and FY 2015 capital projects constructed or in various stages of design or construction are as follows:

• FY 11/12 Annual Mainline Repairs S11-201	\$250,000
• Sewer Main Hardening Project S14-101	\$ 50,000
• FY 11/12 Annual Mainline Repairs W12-201	\$450,000
• Pump Station # 10 Rehabilitation W13-101	\$400,000
• Pier South Sewer Manhole Installation	\$ 50,000
• FY 12/13 Annual Mainline Repairs W14-201	\$400,000
• Pump Station # 4 Rehabilitation	\$ 75,000
• Pump Station # 6 Rehabilitation	\$ 75,000
• Televiser Sewer Mainlines	\$160,000
o <b>TOTAL Planned expenses through FY 14/15</b>	<b>\$1,910,000</b>

Thus:

- The estimated Capital reserve through FY 14/15 is \$1,975,975.
- The estimated Capital projects to be designed and/or constructed through FY 14/15 is \$1,910,000

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

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

1. Receive this report.
2. Adopt resolution no. 2014-7468 affirming the 1.6 % average increase in sewer rates for all customer classes.

Attachments:

1. Resolution No. 2014-7468

**RESOLUTION NO. 2014-7468**

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

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

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

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

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

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

**WHEREAS**, the STUDY estimated the revenue requirement for FY 2014/2015 to be \$4,255,184; and

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

**WHEREAS**, the operating and maintenance (O&M) budget for FY 2014/2015 is \$4,320,809; and

**WHEREAS**, the estimated Capital reserve through FY 14/15 is \$1,975,975; and

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

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

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

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

1. The above recitals are true and correct.
2. This legislative body affirms the 1.6% average customer rate classification increase for Fiscal Year 2014/2015 adopted by Ordinance No. 2013-1138.
3. The City Manager is directed to mail letters to all sewer service system customers advising them of the intended rate increase.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16<sup>th</sup> day of April 2014, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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



STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: ANDY HALL, CITY MANAGER *RA*  
MEETING DATE: APRIL 16, 2014  
ORIGINATING DEPT.: CITY ADMINISTRATION  
SUBJECT: POLICY DISCUSSION: CREATION OF A PARKS AND RECREATION COMMITTEE

**EXECUTIVE SUMMARY:**

On March 5, 2014, the City Council considered the potential formation of additional boards, commissions and committees to improve provision of municipal services and encourage willing residents to be more involved in community governance. Staff was directed to place items on future agendas related to the creation of new boards, commissions and committees and staff has prepared some discussion points associated with the creation of a Parks and Recreation Committee. Staff has included some recommendations that were determined to be consistent with the direction provided by the City Council on March 5, 2014.

**BACKGROUND:**

Following a policy discussion by the City Council in relation to community boards, commissions and committees, staff was directed to prepare discussion points for the City Council to consider in the formation of various community groups. Given the current reconfiguration of the municipal recreation programs, staff would suggest that a discussion on the potential formation of a Parks and Recreation Committee would be timely.

**ANALYSIS:**

For purposes of discussion, staff has identified the following key elements in the formation of a Parks and Recreation Committee:

**Committee Membership**

Staff is suggesting that the Parks and Recreation Committee include seven (7) members consisting of the following:

1. Two youth members selected by the current Principal of Mar Vista High School
2. One Senior Citizen member selected by the Imperial Beach Senior Citizens Director
3. A representative of the Boys & Girls Club
4. A representative of the Imperial Beach Little League or Girls Softball League
5. Two residents of Imperial Beach selected by the Mayor with the advice and consent of the City Council.

### **Committee Authority**

Staff is suggesting that the Parks and Recreation Committee be an advisory and recommendatory body that provides recommendations and suggestions for City Council consideration and action. If that is the chosen structure of the Committee, the Parks and Recreation Committee would not have any final decision making authority.

### **Committee Purview**

Staff would recommend that the Parks and Recreation Committee be assigned to address the following issues and provide recommendations and suggestions to the City Council on a quarterly basis:

1. Review the sports and recreational programs in Imperial Beach to encourage increased participation levels, high quality volunteers, relevant and effective programming, efficient use of municipal resources and other issues related to the sports and recreational programs.
2. Review the condition and maintenance of municipal sports and recreational facilities and recommendations for capital improvements, new or additional facilities, and proper maintenance of existing facilities.
3. Seek funding through federal, state and local grants, sports and recreation foundations, community contributions, charitable donations, and endowment funding opportunities.
4. Identify opportunities to expand the parks and recreation opportunities in Imperial Beach and surrounding areas. Seek partnerships and collaboration with organizations that provide amenities that Imperial Beach cannot efficiently or realistically provide to its residents.
5. Take a holistic approach to parks and recreation to encourage activities for all ages and income levels, physical abilities, and interests. Expand beyond typical sports activities to include non-traditional sports, non-sporting activities and all forms of recreation and relaxation.
6. Seek to provide a positive alternative for the use of spare time. Recognize that an effective parks and recreation program are a necessity for a healthy community, not simply a luxury.

### **Committee Staff Support**

Staff would suggest that the Parks and Recreation Committee meet with the City Manager prior to each quarterly report to the City Council. If deemed necessary, the City Manager can assign specific staff members to work with the Committee to generate the information necessary to present to the City Council for consideration. It is not anticipated that the Committee will have any permanent staff or part time staff to conduct its business.

### **Committee Funding**

Staff would suggest that if the Committee is seeking funding, they request consideration during the preparation of the municipal budget. However, it is anticipated that most, if not all, of the funding for the activities of the Committee would be focused on capital improvements or facility maintenance. Good communication between the Committee and the City Manager should result in many of these items being included in the budget regardless of a request by the Parks and Recreation Committee.

**ENVIRONMENTAL DETERMINATION:**

This is not subject to the provisions of the California Environmental Quality Act.

**FISCAL IMPACT:**

If the City Council is inclined to assemble a Parks and Recreation Committee as outlined herein, the cost of the Committee would be negligible considering most of the recommended expenditures would be included in the Capital Improvements Plan or maintenance budgets of the City.

**RECOMMENDATION:**

Staff is recommending that the City Council conduct a policy discussion in relation to the potential creation of a Parks and Recreation Committees and provide direction to staff of whether to proceed with the modifications to municipal policies that would enable and authorize the new Committee.