A G E N D A

IMPERIAL BEACH CITY COUNCIL
REDEVELOPMENT AGENCY
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY

AUGUST 6, 2008

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

REGULAR MEETING – 6:00 P.M.

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

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

REGULAR MEETING CALL TO ORDER BY MAYOR

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE & COMMUNITY ANNOUNCEMENTS

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

PRESENTATIONS (1.1 - 1.2)

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

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

* No Staff Report.

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

2.1 MINUTES.

City Manager's Recommendation: Approve the minutes of the Regular City Council Meeting of July 16, 2008.

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

CONSENT CALENDAR (Continued)

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

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

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

City Manager's Recommendation: Adopt resolution.

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

City Manager's Recommendation: Adopt resolution.

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

City Manager's Recommendation: Ratify July 14, 2008 letter to Governor Arnold Schwarzenegger and the Members of the California State Senate and Assembly.

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

City Manager's Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4.1)

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

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1073, an Ordinance of the City Council of the City of Imperial Beach, California, amending Chapter 2.12 of the Imperial Beach Municipal Code (City Council Procedures) to make technical and clarifying changes;
3. City Clerk to read title of Ordinance No. 2008-1073; and
4. Motion to dispense the second reading and adopt Ordinance No. 2008-1073 by title only.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1 - 6.4)

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

City Manager's Recommendation: Adopt resolution.

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

City Manager's Recommendation: Adopt resolution.

REPORTS (Continued)

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

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolution.

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

City Manager's Recommendation: Adopt resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

MAYOR/COUNCIL REPORTS ON ASSIGNMENTS AND COMMITTEES

ADJOURNMENT

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

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

Copies of this notice were provided on July 31, 2008 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

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

I, Jacqueline M. Hald, City Clerk of the City of Imperial Beach, hereby certify that the Agenda for the Regular Meeting as called by the City Council, Redevelopment Agency, Planning Commission, and Public Financing Authority of Imperial Beach was provided and posted on July 31, 2008. Said meeting to be held at 6:00 p.m. August 6, 2008, in the Council Chambers, 825 Imperial Beach Boulevard, Imperial Beach, California. Said notice was posted at the entrance to the City Council Chambers on July 31, 2008 at 12:30 p.m.

_____
Jacqueline M. Hald, CMC
City Clerk

DRAFT

MINUTES

Item No. 2.1

IMPERIAL BEACH CITY COUNCIL
REDEVELOPMENT AGENCY
PLANNING COMMISSION
PUBLIC FINANCING AUTHORITY

JULY 16, 2008

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

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

CLOSED SESSION MEETING CALL TO ORDER

MAYOR JANNEY called the Closed Session Meeting to order at 5:30 p.m.

ROLL CALL

Councilmembers present:	Winter, McLean, Bragg
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	McCoy
Staff present:	City Manager Brown; City Attorney Lough; City Clerk Hald

CLOSED SESSION

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property: 776 10th Street, Imperial Beach, CA 91932, APN 626-282-13
Agency Negotiator: City Manager
Negotiating Parties: Andy & Catherine Borgia
Under Negotiation: Instruction to Negotiator will concern price and terms of payment

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

MOTION CARRIED UNANIMOUSLY.

MAYOR JANNEY adjourned the meeting to Closed Session at 5:31 p.m. and he reconvened the meeting to Open Session at 6:00 p.m. Reporting out of Closed Session, MAYOR JANNEY announced Council met earlier in Closed Session, received information from staff, gave direction, and had nothing to report.

REGULAR MEETING CALL TO ORDER

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

ROLL CALL

Councilmembers present:	Winter, McLean, Bragg
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	McCoy
Staff present:	City Manager Brown; City Attorney Lough; City Clerk Hald

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

MOTION BY MCLEAN, SECOND BY MCCOY, TO MOVE ITEM NO. 6.5 – RESOLUTION NO. 2008-6657 – AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH NASLAND ENGINEERING FOR THE PREPARATION OF CONSTRUCTION DRAWINGS FOR THE DATE AVENUE STREET END TO THE END OF THE AGENDA. MOTION CARRIED UNANIMOUSLY.

MAYOR/COUNCIL REIMBURSEMENT DISCLOSURE & COMMUNITY ANNOUNCEMENTS

COUNCILMEMBER MCLEAN spoke about his recent trip to Iowa; he attended the Employee Appreciation Luncheon, hosted by the Kiwanis Club; he announced the recent passing of former Mar Vista High School Student James Trevor, a Green Beret who passed away in Afghanistan; and he announced that he would be presenting a resolution to City Council supporting the construction of a tennis court at Mar Vista High School.

COUNCILMEMBER MCCOY spoke about the incident in Columbia involving Ingrid Betancourt and how lucky we are in the United States where we can speak freely without retribution.

MAYOR JANNEY thanked City staff and the Sheriff's Dept. for their efforts on the successful Sandcastle event.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

JOHN HANKS presented a portfolio to City Council showcasing the surfboards he collected and offered them to the City for a Surfboard museum.

MAYOR JANNEY responded that he would contact Mr. Hanks regarding his offer to the City.

MARK BECKET complained about minors who are drinking, loitering, and painting graffiti at the business located on the corner of Daisy Avenue and Seacoast Drive.

MAYOR JANNEY responded he and the City Manager met with the property owner a few months prior regarding similar issues of concern; he noted that the problems are occurring on private property and some of the responsibility falls upon the owner; and he referred the matter to staff.

ALBERT KNECHT complained about unfinished cement work in front of his house; he requested that the matter be presented to City Council for consideration on the next agenda and he submitted photos for the record (additional speaker slips submitted by JACK FISHER, JONA KNECHT, CHUCK MACHAK, and BONNIE PETERSON).

MAYOR JANNEY responded that he would have a discussion with the City Attorney regarding the matter.

PRESENTATIONS (1.1 - 1.3)

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

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

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

1.2 PRESENTATION ON VISUAL SIMULATIONS OF PALM AVENUE AND OLD PALM AVENUE BY SUSAN B. BALDWIN, SENIOR REGIONAL PLANNER, SANDAG. (0140-40)

SUSAN BALDWIN, of SANDAG, gave a PowerPoint presentation on visual simulations of Palm Avenue and Old Palm Avenue.

1.3 PRESENTATION ON SAN DIEGO COUNTY'S LOCAL BANKING INITIATIVE AND AN UPDATE ON PROPERTY TAXES BY DAN MCALLISTER, SAN DIEGO COUNTY TREASURER-TAX COLLECTOR. (0150-30)

DAN MCALLISTER, of the County of San Diego, provided copies of the current tax bill and gave a presentation on the County's local banking initiative and an update on property taxes.

MOTION BY MCLEAN, SECOND BY WINTER, TO TAKE ITEM NO. 6.7 – PROPOSED COLOR CHANGE/PAINTING OF BEACH LIFEGUARD TOWERS AND STREET END AND PIER STRUCTURES COLOR PALETTE CONCEPT BEFORE THE CONSENT CALENDAR. MOTION CARRIED UNANIMOUSLY.

6.7 PROPOSED COLOR CHANGE/PAINTING OF BEACH LIFEGUARD TOWERS AND STREET END AND PIER STRUCTURES COLOR PALETTE CONCEPT. (0150-70 & 0910-40)

CITY MANAGER BROWN introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE gave a PowerPoint presentation on renderings of the lifeguard towers in the proposed color palette with the addition of emblems from the Port's new marketing campaign; he noted that the color palette presented replicates of the same colors from Pier Plaza; he also reported on concerns of the Public Safety Department, including: the need to have the towers readily identifiable and the writing on the towers more readable; comfort of the lifeguards (some colors will attract/absorb heat more than others); and the colors should be painted appropriately and professionally (ideally during the manufacturing process); he recommended working together with the Port on alternative colors that protect against undue heat yet still achieve the Port's objective; he also provided a sample color of arctic white, a low heat generating color suggested by the Public Safety Department; and he reported that the Tidelands Advisory Committee supported the general idea of adding color to the street ends.

PORT COMMISSIONER BIXLER spoke in support of improving the appearance and vibrancy of the street ends and lifeguard towers by adding color.

Council discussion ensued regarding the average temperature within the lifeguard towers; concerns raised regarding dark colors on the roof and deck resulting in increased temperatures within the towers; adding the word "please" before "keep off"; have verbal lifeguard warnings also announced in Spanish; the possibility of having advertising on the lifeguard towers; the street ends and lifeguard towers should be of the same theme; and concerns raised regarding costs for paint and maintenance.

Consensus of City Council to have City staff and Port staff work together on a color palette that addresses concerns raised then have the item return to Council for a workshop discussion.

MAYOR JANNEY suggested that staff look into advertising on the lifeguard towers.

<u>CONSENT CALENDAR (2.1 - 2.5)</u>

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

2.1 MINUTES.
Approved the minutes of the Regular City Council Meeting of June 18, 2008.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)
Ratified the following registers: Accounts Payable Numbers 66543 through 66712 with the subtotal amount of $825,635.40; and Payroll Checks 39736 through 39784 for the pay period ending 06/05/08 with the subtotal amount of $147,270.41 and Payroll Checks 39785 through 39855 for the pay period ending 06/19/08 with the subtotal amount of $181,543.98; for a total amount of $1,154,449.79.

2.3 RESOLUTION NO. 2008-6656 – PROFESSIONAL SERVICES AGREEMENT WITH MME EVENT PRODUCTIONS, INC. (MME) FOR PLANNING OF CITY CONCERT EVENT AND RESOLUTION NO. 2008-6658 – APPROVING AN AGREEMENT WITH THE SAN DIEGO UNIFIED PORT DISTRICT FOR FINANCIAL ASSISTANCE FOR THE 2008 ANNUAL CONCERT EVENT. (0150-70 & 1040-10)
Adopted resolutions.

2.4 RATIFICATION OF A LETTER OF SUPPORT FOR SENATE BILL 1685 (KEHOE) – REGIONAL COMPREHENSIVE PLAN: SAN DIEGO COUNTY. (0460-20)
Ratified letter of support for SB 1685.

2.5 RESOLUTION NO. 2008-6654 – AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IMPERIAL BEACH AND SWEETWATER UNION HIGH SCHOOL DISTRICT FOR SERVICES OF A SPECIAL PURPOSE SCHOOL RESOURCE OFFICER. (0260-45 & 1010-20)
Adopted resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR

None.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

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

CITY MANAGER BROWN introduced the item.

CITY ATTORNEY LOUGH announced that an amended Staff Report and Exhibit A were submitted as Last Minute Agenda Information and he reviewed the proposed changes in detail.

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

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

MOTION BY WINTER, SECOND BY MCLEAN, TO DISPENSE THE FIRST READING OF ORDINANCE NO. 2008-1073, SET THE MATTER FOR ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING, AND AUTHORIZE THE PUBLICATION OF THE ORDINANCE IN A NEWSPAPER OF GENERAL CIRCULATION. MOTION CARRIED UNANIMOUSLY.

ORDINANCES – SECOND READING & ADOPTION (4.1 - 4.2)

4.1 ORDINANCE NO. 2008-1071 – REPEALING CHAPTER 9.28 KNOWN AS THE "LOITERING ORDINANCE" AND ADDING CHAPTER 9.28 NOW KNOWN AS THE "OBSTRUCTING FREE MOVEMENT ORDINANCE." (0240-27)

CITY MANAGER BROWN introduced the item.

MAYOR JANNEY called for the reading of the title of Ordinance No. 2008-1071.

CITY CLERK HALD read the title of Ordinance No. 2008-1071, an Ordinance of the City Council of the City of Imperial Beach, California, repealing Chapter 9.28 known as the "Loitering Ordinance" and Sections 9.28.010 and 9.28.020 of Chapter 9.28 and adding Chapter 9.28 now known as the "Obstructing Free Movement Ordinance" with the Chapter and Section numbers to remain the same.

MOTION BY WINTER, SECOND BY MCLEAN, TO DISPENSE THE SECOND READING AND ADOPT ORDINANCE NO. 2008-1071 BY TITLE ONLY. MOTION CARRIED UNANIMOUSLY.

4.2 ORDINANCE 2008-1072 – AMENDING SECTION 9.04.035 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATING TO CONSUMPTION OF ALCOHOL ON THE MUNICIPAL PIER. (0240-07 & 0220-45)

CITY MANAGER BROWN introduced the item.

MAYOR JANNEY called for the reading of the title of Ordinance No. 2008-1072.

CITY CLERK HALD read the title of Ordinance No. 2008-1072, an Ordinance of the City Council of the City of Imperial Beach, California, amending Section 9.04.035 of the Imperial Beach Municipal Code relating to consumption of alcohol on the Municipal Pier.

MOTION BY WINTER, SECOND BY MCLEAN, TO DISPENSE THE SECOND READING AND ADOPT ORDINANCE NO. 2008-1072 BY TITLE ONLY. MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1 - 6.6)

Item No. 6.2 was taken at this time.

6.2 PROPOSED EXCLUSIVE NEGOTIATION AGREEMENT FOR THE REDEVELOPMENT OF SITES LOCATED ON THE SOUTH SIDE OF STATE ROUTE ("SR") 75/PALM AVENUE AND BETWEEN DELAWARE AND 7TH STREETS. (0640-20)

CITY MANAGER BROWN reported that Sterling Development decided not to pursue an Exclusive Negotiation Agreement with the RDA.

Item No. 6.6 was taken at this time.

6.6 ECO-BIKEWAY 7TH & SEACOAST CIP PROJECT (S05-104); BUDGET CORRECTION. (0680-20 & 0750-90)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN reported on the need for a budget correction.

MOTION BY MCCOY, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. R-08-156, APPROVING ECO-BIKEWAY 7TH & SEACOAST CIP PROJECT (S05-104); BUDGET CORRECTION. MOTION CARRIED BY THE FOLLOWING VOTE:

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

6.1 UPDATE ON THE FINANCIAL STATUS OF THE CITY'S GENERAL FUND. (0330-30)

CITY MANAGER BROWN introduced the item.

FINANCE DIRECTOR MCGRANE gave a PowerPoint presentation on an update of the financial status of the General Fund as of June 1, 2008; he reported that revenues are projected to be less than budgeted and that expenditures are within budget; regarding a 5 Year projection, he reported that assuming costs and fees/charges will grow with inflation and tax revenue growth will be less than inflation, tax revenues will not be sufficient to keep up with inflationary increases in expenditures and an operating deficit will appear after two years; if the growth rate is similar to prior years then there would be a balanced budget at current service levels; he noted that State budget impacts could exacerbate the problem.

MAYOR JANNEY requested that in the future, cities with smaller property values be included in the comparison.

COUNCILMEMBER WINTER requested staff obtain information from the County Assessor regarding the process for reassessment; she expressed concern about a reassessment of the City and the potential impacts to the City.

6.3 UTILITY UNDERGROUND PROJECT REPORT. (0810-20)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a PowerPoint on the item.

Consensus of City Council to proceed with placing utilities underground on Elm Avenue between 3rd Street to 7th Street and on 7th Street between Palm Avenue and Elm Avenue.

6.4 NEIGHBORHOOD REVITALIZATION – CLEAN AND GREEN PROGRAM. (0640-20)

CITY MANAGER BROWN introduced the item.

REDEVELOPMENT COORDINATOR SELBY gave a PowerPoint presentation on projects completed and currently underway; he reviewed the progress of the program; he announced a workshop on solar energy and photovoltaic systems will be held on September 10.

6.5 RESOLUTION NO. 2008-6657 – AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH NASLAND ENGINEERING FOR THE PREPARATION OF CONSTRUCTION DRAWINGS FOR THE DATE AVENUE STREET END. (0720-25)

CITY MANAGER BROWN introduced the item.

COUNCILMEMBER BRAGG announced she had a potential conflict of interest as her place of employment is within 500 feet of the project, and she left Council Chambers at 9:12 p.m.

COMMUNITY DEVELOPMENT DIRECTOR WADE gave a report on the item.

MOTION BY MCLEAN, SECOND BY WINTER, TO ADOPT RESOLUTION NO. 2008-6657, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH NASLAND ENGINEERING TO PREPARE CONSTRUCTION DRAWINGS FOR THE IMPROVEMENT OF THE DATE AVENUE STREET END. MOTION CARRIED BY THE FOLLOWING VOTE:

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

COMMUNITY DEVELOPMENT DIRECTOR WADE noted that demolition is scheduled for fall of this year.

MAYOR/COUNCIL REPORTS ON ASSIGNMENTS AND COMMITTEES

None.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 9:18 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, CMC
City Clerk

AGENDA ITEM NO. 2.2

STAFF REPORT
CITY OF IMPERIAL BEACH

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

MEETING DATE: **August 6, 2008**

ORIGINATING DEPT.: **Michael McGrane**
Finance Director

SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:
None

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

Vendor	Warrant	Amount	Explanation
SD County Sheriff	66733	$2,266,253.64	Law Enforcement Services January-May, 2008
SANDPIPA	66811	$ 152,572.00	Liability/Property Insurance FY2008-2009

ENVIRONMENTAL IMPACT
Not a project as defined by CEQA.
The following registers are submitted for Council ratification.

WARRANT #	DATE	AMOUNT
Accounts Payable:		
66713-66749	07/10/08	2,338,413.84
66750-66788	07/17/08	87,771.06
66789-66849	07/25/08	342,968.62
		$ 2,769,153.52

Payroll Checks:

39856-39920	P.P.E.07/03/08	182,664.09
39921-39987	P.P.E.07/17/08	194,311.90
		376,975.99
	TOTAL	**$ 3,146,129.51**

FISCAL IMPACT:

Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation

Gary Brown

Gary Brown, City Manager

Attachments:

1. Warrant Registers

ATTACHMENT 1

CHECK DATE / ACCOUNT #	CHECK NUMBER / TRN DATE	VENDOR NAME / DESCRIPTION	VENDOR # / INVOICE	PO #	PER/YEAR	CHECK AMOUNT / TRN AMOUNT
07/10/2008	66713	ALL PHASE RESTORATION	1948			1,086.55
101-6040-454.28-01	06/30/2008	WATER DAMAGE SERVICES	C5863W		12/2008	1,086.55
07/10/2008	66714	AMERICAN EXPRESS	1895			124.07
101-6010-451.30-02	06/24/2008	CLEANING SUPPLIES/SPORTS	509608	080587	12/2008	124.07
07/10/2008	66715	BDS ENGINEERING INC	372			4,192.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	106.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	106.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	130.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	185.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	185.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	315.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	315.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	400.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	720.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	260.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	130.00
101-0000-221.01-02	06/19/2008	MAY 2008 PLAN CHECK	08-02D		12/2008	137.50
101-0000-221.01-02	07/03/2008	JUNE 2008 PLAN CHECK	08-02E		12/2008	92.50
101-0000-221.01-02	07/03/2008	JUNE 2008 PLAN CHECK	08-02E		12/2008	370.00
101-0000-221.01-02	07/03/2008	JUNE 2008 PLAN CHECK	08-02E		12/2008	610.00
101-0000-221.01-02	07/03/2008	JUNE 2008 PLAN CHECK	08-02E		12/2008	130.00
07/10/2008	66716	CALIFORNIA ALUMINUM & VINYL WI	1915			6,037.21
248-1920-519.20-06	06/24/2008	573 12TH ST/CLEAN & GREEN	06242008-1		12/2008	6,037.21
07/10/2008	66717	COAST RECREATION INC	935			3,734.56
101-6040-454.30-02	07/02/2008	PRKS PLAYGROUND EQUIPMENT	7358	081153	12/2008	3,734.56
07/10/2008	66718	COPY POST PRINTING	1371			178.24
101-3070-427.28-11	05/07/2008	BUSINESS CARDS - D. GARCI	16671		11/2008	103.38
101-3040-424.28-11	06/11/2008	BUSINESS CARDS - R. CATHC	16859		12/2008	74.86
07/10/2008	66719	CORPORATE EXPRESS OFFICE	1038			807.06
101-1210-413.30-01	06/12/2008	OFFICE SUPPLIES	87972516	080095	12/2008	388.50
101-5020-432.30-01	06/04/2008	OFFICE SUPPLIES	87782126	080771	12/2008	19.70
101-5020-432.30-01	06/13/2008	FOLDING TABLE	88005821	080771	12/2008	129.75
101-5020-432.30-01	06/19/2008	OFFICE SUPPLIES	88135982	080771	12/2008	115.01
101-5020-432.30-01	06/24/2008	CREDIT FOR CLIP RETURNED	88208506	080771	12/2008	4.97-
101-5020-432.30-01	06/24/2008	KEYBOARD TRAY	88212007	080771	12/2008	205.82
101-5020-432.30-01	06/24/2008	CREDIT FOR SUPPLIES RETRN	88212299	080771	12/2008	101.05-
101-5020-432.30-01	06/24/2008	CREDIT FOR FRAME RETURNED	88217541	080771	12/2008	9.00-
101-5020-432.30-01	05/06/2008	OFFICE SUPPLIES	87155722	080771	11/2008	86.01
601-5050-436.39-11	05/23/2008	CREDIT FOR BINDERS RETND	87558126	080771	11/2008	97.27-
101-5020-432.30-01	05/28/2008	OFFICE SUPPLIES	87616896	080771	11/2008	74.56
07/10/2008	66720	DEPARTMENT OF JUSTICE	1154			320.00
101-1130-412.21-04	06/09/2008	MAY 2008	683333	080019	12/2008	320.00

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07/10/2008	66721	ALLIANT INSURANCE SERVICES, IN	1194				712.96
101-0000-221.01-04		07/09/2008	04/01/08-06/30/08 INSURAN	07-10-2008		12/2008	712.96
07/10/2008	66722	DRUG TESTING NETWORK INC	1195				59.95
101-1130-412.21-04		06/11/2008	KING, MIKE	36907	080712	12/2008	59.95
07/10/2008	66723	GARRY WEGENER	1978				75.00
101-3030-423.25-03		06/26/2008	UNIFORM REIMBURSMENT -	093912		12/2008	75.00
07/10/2008	66724	HELEN SYLVIA	1977				53.33
101-3030-423.25-03		06/26/2008	UNIFORM REIMBURSMENT -	001-084-264-512		12/2008	53.33
07/10/2008	66725	IB BUSINESS IMPROVEMENT DISTRI	487				6,020.00
101-0000-203.22-00		06/30/2008	APRIL-JUNE 2008 BID FEES	07-09-2008		12/2008	6,020.00
07/10/2008	66726	KANE, BALLMER & BERKMAN	1828				170.00
245-1240-413.20-01		07/01/2008	PALM AVE/RDA PLAN ADMEND	12699	080318	12/2008	34.00
405-1260-413.20-01		07/01/2008	PALM AVE/RDA PLAN ADMEND	12699	080318	12/2008	136.00
07/10/2008	66727	KRISTAL SPORTS, LLC.	1965				6,844.00
101-6010-451.50-04		06/26/2008	SPORTS PARK EQUIPMENT	06-26-2008	081179	12/2008	6,844.00
07/10/2008	66728	LEE DODDS	1979				75.00
101-3030-423.25-03		06/17/2008	UNIFORM REIMBURSMENT -	093003		12/2008	75.00
07/10/2008	66729	OAK FOURTH DEVELOPMENT LLC	4				4,309.50
101-0000-221.01-02		06/27/2008	961 FLORENCE/MF 915 & 922	06-27-2008		12/2008	3,934.50
101-0000-221.01-02		06/27/2008	961 FLORENCE/MF 915 & 922	06-27-2008		12/2008	375.00
07/10/2008	66730	OFFICETEAM	1266				1,060.88
101-1010-411.10-01		06/16/2008	SERNA, T- W/E 06/13/08	21709086		12/2008	78.20
101-1110-412.10-01		06/16/2008	SERNA, T- W/E 06/13/08	21709086		12/2008	62.56
405-1260-413.10-01		06/16/2008	SERNA, T- W/E 06/13/08	21709086		12/2008	140.76
502-1922-419.10-01		06/16/2008	SERNA, T- W/E 06/13/08	21709086		12/2008	31.28
101-1010-411.10-01		06/23/2008	TEOFILO, J - W/E 06/20/08	21781081		12/2008	83.12
101-1110-412.10-01		06/23/2008	TEOFILO, J - W/E 06/20/08	21781081		12/2008	66.50
405-1260-413.10-01		06/23/2008	TEOFILO, J - W/E 06/20/08	21781081		12/2008	149.61
502-1922-419.10-01		06/23/2008	TEOFILO, J - W/E 06/20/08	21781081		12/2008	33.25
101-1010-411.10-01		06/23/2008	TEOFILO, J - W/E 06/27/08	21839990		12/2008	103.90
101-1110-412.10-01		06/23/2008	TEOFILO, J - W/E 06/27/08	21839990		12/2008	83.12
405-1260-413.10-01		06/23/2008	TEOFILO, J - W/E 06/27/08	21839990		12/2008	187.02
502-1922-419.10-01		06/23/2008	TEOFILO, J - W/E 06/27/08	21839990		12/2008	41.56
07/10/2008	66731	PDL CONSTRUCTION	4				1,946.00
101-0000-221.01-05		06/26/2008	BOND REFUND 254 ELM AVE	TEP08-18		12/2008	1,946.00
07/10/2008	66732	RANCHO AUTO & TRUCK PARTS	1685				63.86
501-1921-419.28-16		06/26/2008	WATER PUMP	14326	080152	12/2008	58.71
501-1921-419.28-16		06/26/2008	WIX FILTER	14343	080152	12/2008	5.15

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07/10/2008	66733	SAN DIEGO COUNTY SHERIFF	882				2,266,253.64
101-3010-421.20-06	07/10/2008	MAY 2008 LAW ENFORCEMENT	06-17-2008		12/2008		419,386.00
101-3010-421.20-06	05/19/2008	APR 2008 LAW ENFORCEMENT	05-19-2008		12/2008		395,310.40
101-3010-421.20-06	05/19/2008	MAR 2008 LAW ENFORCEMENT	05-19-2008		12/2008		419,388.00
101-3010-421.20-06	04/09/2008	FEB 2008 LAW ENFORCEMENT	04-09-2008		12/2008		419,389.00
101-3010-421.20-06	06/25/2008	JAN 08 LAW ENF/OCT-DEC 07	06-25-2008		12/2008		617,102.46
101-0000-338.60-03	07/10/2008	MAY 2008 TOW FEE CREDIT	06-17-2008		12/2008		1,159.62-
101-0000-338.60-03	07/10/2008	APR 2008 TOW FEE CREDIT	06-17-2008		12/2008		158.13-
101-0000-338.60-03	07/10/2008	MAR 2008 TOW FEE CREDIT	06-17-2008		12/2008		1,844.85-
101-0000-338.60-03	07/10/2008	MAR 2008 TOW FEE CREDIT	06-17-2008		12/2008		1,159.62-
07/10/2008	66734	SHARP REES-STEALY MEDICAL CNTR	390				509.00
101-3030-423.21-04	07/03/2008	BARR, RYAN	201A	080256	12/2008		69.00
101-3030-423.21-04	07/03/2008	WEGENER, GARRY	201A	080256	12/2008		69.00
101-3030-423.21-04	07/03/2008	HUBBARD, AARON	201A	080256	12/2008		69.00
101-1130-412.21-04	07/03/2008	FERNANDEZ, FILIPINAS	201A	080029	12/2008		69.00
101-1130-412.21-04	07/03/2008	LINEHAN, LAURA J	201A	080029	12/2008		69.00
101-1130-412.21-04	07/03/2008	SOUSA, JOHN C	201A	080029	12/2008		69.00
101-1130-412.21-04	07/03/2008	KING, MIKE	201A	080029	12/2008		95.00
07/10/2008	66735	SKS INC.	412				8,379.37
501-1921-419.28-15	06/24/2008	911.1 GAL REG/397 GAL DIE	1219582-IN	080151	12/2008		5,694.94
501-1921-419.28-15	06/27/2008	578.2 GALLONS REG FUEL	1219680-IN	080151	12/2008		2,684.43
Voided #66737-66738							
07/10/2008	66736	SOUTH BAY MOTOR SPORTS	480				7,650.25
501-1921-419.50-04	06/30/2008	2008 YAMAHA LG BEACH VEHI	6970	081183	12/2008		7,650.25
07/10/2008	66739	U.S. BANK	1873				8,470.98
101-3070-427.28-12	03/24/2008	CA ASSOCIATION OF CODE EN	078879418731137	081028	10/2008		75.00
101-3040-424.28-14	03/18/2008	CA BUILDING CONF	18881	081029	10/2008		32.33
101-3070-427.28-04	04/16/2008	LUNCH DURING TRNG EVENT	054122	081028	10/2008		24.74
101-3070-427.30-01	04/17/2008	BINDERS FOR ST HOUSING CO	6721	081028	10/2008		15.48
101-3040-424.28-12	04/03/2008	ICC MEMBERSHIP DUES/WILCZ	2627221	081029	10/2008		100.00
101-1020-411.21-06	04/04/2008	OFFICE SUPPLIES	425939939-001	081032	10/2008		16.75
101-1230-413.30-01	04/04/2008	OFFICE SUPPLIES	425939939-001	081032	10/2008		30.14
101-3070-427.30-01	04/04/2008	OFFICE SUPPLIES	425939939-001	081032	10/2008		4.73
405-1260-413.30-01	04/04/2008	OFFICE SUPPLIES	425939939-001	081032	10/2008		14.85
101-1230-413.28-04	04/09/2008	COASTAL COMMISSION TRIP	057132	081032	10/2008		39.25
101-1230-413.28-04	04/10/2008	LODGING - COSTAL COMMISSS	48399	081032	10/2008		123.20
101-1230-413.28-04	04/09/2008	LODGING COSTAL COMM	48400	081033	10/2008		123.20
101-3040-424.28-04	03/24/2008	ED'S CAKE	6755040062114	081034	10/2008		9.99
101-1230-413.30-02	04/12/2008	FLASHDRIVE FOR GREG	4028	081034	10/2008		43.09
101-1110-412.30-01	03/24/2008	FILE CABINET/OFFICE SUPPL	424524761-001	081037	10/2008		10.76
101-1130-412.30-01	03/24/2008	FILE CABINET/OFFICE SUPPL	424524761-001	081037	10/2008		44.38
101-1010-411.28-04	04/02/2008	COUNCIL DINNER 04/02/08	057615	081035	10/2008		12.80
101-1010-411.28-04	04/02/2008	COUNCIL DINNER 04/02/08	081867	081035	10/2008		78.79
101=1110-412.28-04	04/16/2008	SWANSON, P- TRAINING	A0001348	081035	10/2008		100.00
101-6010-451.28-01	04/02/2008	BUILDING MATERIALS	000244/8015468	081036	10/2008		11.82
101-6010-451.28-01	04/15/2008	BUILDING MATERIALS	094088/5023455	081036	10/2008		12.70

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101-1130-412.28-04	04/02/2008	PERSONNEL/HR TRNG-CEJA, E	71650	081037	10/2008	149.00
101-1110-412.28-04	04/04/2008	LUNCH MEETING	093352	081038	10/2008	65.82
101-1010-411.28-04	04/09/2008	MEALS @ COSTAL COMM HEARI	023873	081038	10/2008	64.06
101-1110-412.28-04	04/09/2008	MEALS @ COSTAL COMM HEARI	023873	081038	10/2008	32.01
101-1230-413.28-04	04/09/2008	MEALS @ COSTAL COMM HEARI	023873	081038	10/2008	32.03
101-1110-412.28-04	04/09/2008	TRAVEL - MEAL	032081	081038	10/2008	8.27
101-1230-413.28-04	04/09/2008	TRAVEL - MEAL	032081	081038	10/2008	6.24
101-1010-411.28-04	04/10/2008	MEAL @ COSTAL COMM HEARIN	062515	081038	10/2008	23.86
101-1110-412.28-04	04/10/2008	MEAL @ COSTAL COMM HEARIN	062515	081038	10/2008	11.92
101-1230-413.28-04	04/10/2008	MEAL @ COSTAL COMM HEARIN	062515	081038	10/2008	23.86
101-1110-412.28-04	04/10/2008	LODGING-COMMISSION HEARIN	48396	081038	10/2008	123.20
101-1010-411.28-04	04/07/2008	JANNEY, LEGISLATIVE ACTIO	KKIVK4	081039	10/2008	323.00
101-1010-411.28-04	04/08/2008	2008 MAYORS FORUM-LODGING	34A7RF	081039	10/2008	174.00
101-1010-411.28-04	04/09/2008	MEALS @ COSTAL COMM HEARI	048892	081039	10/2008	25.63
101-1010-411.28-04	04/10/2008	LODGING/COSTAL COMM HEARI	48397	081039	10/2008	123.20
101-1010-411.28-04	04/17/2008	LEGISLATION ACTION DAYS/L	012967	081039	10/2008	147.09
101-1010-411.28-04	04/17/2008	HOTEL PARKING-ACTION DAYS	881420	081039	10/2008	33.00
101-6010-451.30-02	04/03/2008	CAMERA	8674	081040	10/2008	18.31
101-6010-451.28-01	04/04/2008	BUILDING CONST MATERIALS	009805-6572004	081040	10/2008	66.79
101-6010-451.28-01	04/04/2008	BUILDING CONST MATERIALS	063231/6015718	081040	10/2008	364.55
101-6010-451.28-01	04/07/2008	BUILDING CONST MATERIALS	045454-3022373	081040	10/2008	13.25
101-6010-451.28-01	04/08/2008	BUILDING CONST MATERIALS	051895/2016260	081040	10/2008	58.49
101-6010-451.28-01	04/09/2008	BUILDING CONST MATERIALS	057256/1010033	081040	10/2008	68.96
101-6010-451.28-01	04/15/2008	BUILDING CONST MATERIALS	027764/5010826	081040	10/2008	57.47
101-6010-451.28-01	04/15/2008	BUILDING CONST MATERIALS	091158/5010760	081040	10/2008	132.02
101-6010-451.28-01	04/16/2008	BUILDING CONST MATERIALS	006438/4023537	081040	10/2008	17.81
101-6030-453.30-01	04/03/2008	LUNCHEON REFRESHMENTS	055205	081041	10/2008	75.90
101-6030-453.30-02	04/05/2008	LUNCHEON SUPPLIES/DECORAT	033568	081041	10/2008	33.24
101-6030-453.30-01	04/14/2008	OFFICE SUPPLIES	4645	081041	10/2008	21.41
101-6030-453.30-02	04/01/2008	SENIOR CENTER LUNCHEON	000942	081043	10/2008	243.18
101-1010-411.29-04	04/05/2008	CELL PHONE CAR CHARGER/WI	10995751-972400	081044	10/2008	34.47
101-1010-411.28-04	04/08/2008	LODGING/EXEC FORUM/WINTER	34A7RE	081044	10/2008	174.00
101-1010-411.28-04	04/17/2008	RNTL CAR/LEGISLATIVE ACTI	272115211	081044	10/2008	116.42
101-1010-411.28-04	04/28/2008	WINTER, M-2008 EXECUTIVE	2008 FORUM	081044	10/2008	470.00
101-1010-411.28-04	04/10/2008	LODGING/COSTAL COMM HEARI	48398	081045	10/2008	123.20
101-3030-423.30-02	03/12/2008	CUSTOM LOCKER MATERIALS	112259	081052	10/2008	352.35
101-3030-423.28-01	03/29/2008	HARDWARE/LG PROJECTS	044838/2021151	081052	10/2008	34.59
101-3030-423.28-01	03/12/2008	LG LOCKERS	112268	081054	10/2008	724.28
101-3030-423.28-01	03/26/2008	DECK MAT/LIFEGUARD EQUIPM	47907	081054	10/2008	129.30
101-3030-423.28-01	03/25/2008	CAR WASH COMMAND VEHICLE	044468	081055	10/2008	9.99
101-3030-423.30-02	03/25/2008	TRUCK BED RACK	51767	081055	10/2008	808.02
101-3030-423.30-02	04/04/2008	LG RESCUE BOARD	619906	081048	10/2008	1,035.20
101-3030-423.28-01	04/09/2008	PORTABLE TWR REPAIR ITEMS	3506	081048	10/2008	50.05
101-3030-423.30-02	04/14/2008	FIN BELT KNIVES	1018417	081048	10/2008	258.35
101-3030-423.28-01	04/05/2008	HARDWARE FOR LG PROJECTS	028291/5022182	081052	10/2008	13.89
101-3030-423.28-01	04/06/2008	TRUCK DRYING TOWELS	0089-10-72743-2	081052	10/2008	38.66
101-3030-423.28-01	04/06/2008	LG PROJECTS HARDWARE	009150/4592127	081052	10/2008	19.73
101-3030-423.30-02	04/06/2008	FUEL FOR PWC	700656	081052	10/2008	20.22
101-3030-423.28-01	04/06/2008	WAX & RAGS-TRKS/PWCS/ATVS	719997	081052	10/2008	17.32
101-3030-423.30-02	04/06/2008	ODER CONTROL - LOCKER RM	9645	081052	10/2008	5.56

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101-3030-423.30-02	04/10/2008	JANITORIAL SUPPLIES	243809	081052	10/2008	50.94
101-3030-423.30-02	04/14/2008	NITE-OPS STROBES	946833-A	081052	10/2008	70.70
101-3030-423.25-03	04/18/2008	UNIFORM PATCHING	D7-19025	081052	10/2008	20.00
101-3030-423.28-01	04/20/2008	GYM PROJECT HARDWARE	068750/0564971	081052	10/2008	3.65
101-3030-423.25-03	04/08/2008	10 UNIFORM PATCHE SEWN ON	1-17774	081054	10/2008	50.00
101-3030-423.28-04	04/11/2008	CSLSA MTG LODGING	296733	081054	10/2008	265.44
101-3030-423.30-02	04/11/2008	CSLSA MTG TRAVEL-FUEL	9168997	081054	10/2008	18.80
101-3030-423.30-02	04/13/2008	PWC FUEL	9745	081054	10/2008	20.00
101-3030-423.30-02	04/16/2008	RETURN COMM SYSTEM	823841638404918	081054	10/2008	22.69
101-3030-423.28-04	04/17/2008	INTERNET USE AT CSLSA MTG	04-17-2008	081054	10/2008	4.95
101-3030-423.30-02	04/01/2008	USB PORTABLE FLASH DRIVE	2-8092-0203-011	081055	10/2008	30.16
101-3030-423.30-02	04/17/2008	PADDLE BOARD WALL MOUNT	4044	081055	10/2008	16.48
07/10/2008 66740	UNION TRIBUNE	738				325.00
101-1130-412.28-07	07/01/2008	JUNE 2008	0000027316	080217	12/2008	325.00
07/10/2008 66741	AFLAC	120				434.35
101-0000-209.01-13	07/10/2008	PPE 7/3/08	20080710		01/2009	434.35
07/10/2008 66742	COLONIAL LIFE & ACCIDENT	941				128.43
101-0000-209.01-13	07/10/2008	PPE 7/3/08	20080710		01/2009	128.43
07/10/2008 66743	CREATIVE BENEFITS INC FSA	1108				310.50
101-0000-209.01-11	07/10/2008	PPE 7/3/08	20080710		01/2009	310.50
07/10/2008 66744	I B FIREFIGHTERS ASSOCIATION	214				222.00
101-0000-209.01-08	07/10/2008	PPE 7/3/08	20080710		01/2009	222.00
07/10/2008 66745	ICMA RETIREMENT TRUST 457	242				6,123.81
101-0000-209.01-10	07/10/2008	PPE 7/3/08	20080710		01/2009	6,123.81
07/10/2008 66746	SEIU LOCAL 221	1821				1,461.34
101-0000-209.01-08	07/10/2008	PPE 7/3/08	20080710		01/2009	1,461.34
07/10/2008 66747	UNITED WAY OF SAN DIEGO COUNTY	1483				25.00
101-0000-209.01-09	07/10/2008	PPE 7/3/08	20080710		01/2009	25.00
07/10/2008 66748	D. M. URQUHART	2				50.00
101-0000-321.72-10	07/08/2008	OL REFUNDS	0006673		01/2009	50.00
07/10/2008 66749	THOMAS A GRIESBRABER	1982				200.00
101-1010-411.29-04	07/10/2008	MUSIC AT MAYORS BREAKFAST	07-07-2008		01/2009	200.00
07/17/2008 66750	BONITA VALLEY LANDSCAPE	4				350.00
101-0000-221.01-05	06/26/2008	BOND REFUND 1272 LOUDEN L	TEP08-21		12/2008	350.00
07/17/2008 66751	CHULA VISTA ELECTRIC CO	1859				5,135.00
405-1260-513.20-06	05/31/2008	FD SPEAKER INSTALLATION	201725	080974	12/2008	3,407.00
405-1260-513.20-06	05/31/2008	FD NEW CABLE INSTALLATION	201724	080974	12/2008	1,728.00
07/17/2008 66752	COUNTY RECORDER	1818				59.92
101-1230-413.28-11	07/01/2008	07/01/07-06/30/08 HARDCOP	12168		12/2008	59.92

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07/17/2008	66753	D.A.R. CONTRACTORS	1122				694.00
101-3050-425.20-06		06/02/2008	MAY 2008 ANIMAL REMOVAL	0005059	080365	12/2008	347.00
101-3050-425.20-06		07/02/2008	JUNE 2007 ANIMAL REMOVAL	0006059	080365	12/2008	347.00
07/17/2008	66754	DEPARTMENT OF CORRECTIONS AND	169				3,921.21
101-6020-452.21-04		06/19/2008	MAY 2008	2826	080386	12/2008	3,921.21
07/17/2008	66755	DG LANDSCAPE	1167				4,075.00
101-6020-452.21-04		06/30/2008	WEED CONTROL-PALM/IB BLVD	860	080303	12/2008	700.00
101-6020-452.21-04		06/30/2008	WEED CONTROL-IB BLVD/PALM	861	080303	12/2008	1,400.00
101-6020-452.21-01		06/30/2008	WEED COTROL-IB BLVD/PALM	862	080303	12/2008	1,275.00
101-6020-452.21-04		04/01/2008	WEED CONTROL-IB BLVD/PALM	819	080303	12/2008	700.00
07/17/2008	66756	ERIKA CEJA	1789				184.97
101-1010-411.30-02		07/16/2008	TIP FOR CITY CAR WASH	7662		12/2008	2.00
101-1010-411.28-04		02/28/2008	MCLEAN-CHAMBER BREAKFAST	135853		12/2008	10.00
101-1010-411.28-04		03/07/2008	MCLEAN-CHAMBER BREAKFAST	03-07-2008		12/2008	11.00
101-1010-411.28-04		03/17/2008	BEVERAGES-COUNCIL DINNER	03-17-2008		12/2008	14.70
101-1010-411.28-04		03/27/2008	MCLEAN-CHAMBER BREAKFAST	135860		12/2008	10.00
101-1110-412.28-04		04/10/2008	BROWN-PARKING FEES	052765		12/2008	6.00
101-3020-422.28-04		05/06/2008	INTERVIEW REFRESHMENTS	05-06-2008		12/2008	13.18
101-1210-413.28-04		05/12/2008	INTERVIEW REFRESHMENTS	05-12-2008		12/2008	4.20
101-1010-411.28-04		05/08/2008	WINTER-PARKING FEES AT	017082		12/2008	12.00
101-1010-411.28-04		05/16/2008	BROWN, G-TOLL ROAD TRAVEL	4027		12/2008	8.50
101-1010-411.28-04		05/22/2008	BEVERAGES-COUNCIL DINNERS	05-22-2008		12/2008	24.17
101-1110-412.28-04		06/30/2008	BROWN, G-PARKING FEES	800229		12/2008	10.00
101-1010-411.28-04		06/06/2008	MCLEAN, F YMCA BREAKFAST	06-06-2008		12/2008	11.00
101-1010-411.28-04		06/26/2008	MCLEAN CHAMBER BREAKFAST	135872		12/2008	10.00
101-1010-411.28-04		06/07/2008	WINTER,M-FUEL/TRAVEL CONF	013262		12/2008	18.45
101-1010-411.28-04		06/07/2008	WINTER/MCCOY-CONF MEALS	118089		12/2008	12.71
101-1010-411.28-04		06/03/2008	WINTER/MCCOY-CONF MEALS	436679905		12/2008	6.91
101-1010-411.28-04		06/30/2008	SHORTAGE	06-30-2008		12/2008	.15
07/17/2008	66757	FASTSIGNS	1847				2,052.03
408-1920-519.20-06		06/30/2008	CRYSTAL COVE FACADE IMPRO	NC237-15529		12/2008	867.99
408-1920-519.20-06		06/25/2008	IB FITNESS-FACADE IMPRVMN	NC237-15993		12/2008	592.02
408-1920-519.20-06		06/25/2008	OLIVE OIL-FACADE IMPRVMNT	NC237-15992		12/2008	592.02
07/17/2008	66758	FEDERAL EXPRESS CORP.	911				21.18
101-5020-432.28-09		07/04/2008	OVERNIGHT SHIPPING	2-793-18282	080157	12/2008	21.18
07/17/2008	66759	GRAYBAR	1060				24.78
101-3030-423.30-02		04/25/2008	BURRIED PHONE CABLE/TOWER	933651882		12/2008	24.78
07/17/2008	66760	J. SIMMS AGENCY	1883				1,250.00
101-1920-419.20-06		06/25/2008	JUNE 2008 PR	2272	080431	12/2008	1,250.00
07/17/2008	66761	KANE, BALLMER & BERKMAN	1828				340.00
245-1240-413.20-06		07/01/2008	JUNE 2008 CHELSEA APARTME	12698		12/2008	340.00

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07/17/2008	66762	KEYSER MARSTON ASSOC INC	620				1,684.05
405-1260-413.20-06		07/09/2008	JUNE 2008-624 12TH ST	0019189	080320	12/2008	1,684.05
07/17/2008	66763	MARLOWE & COMPANY	893				3,350.00
405-1260-413.20-06		07/10/2008	JUNE 2008	08-229-07	080887	12/2008	3,350.00
07/17/2008	66764	MCDOUGAL LOVE ECKIS &	962				8,227.00
101-1220-413.20-01		06/30/2008	JUNE 2008 MONTHLY RETAINE	06-30-2008	080167	12/2008	8,227.00
07/17/2008	66765	MICHAL PIASECKI CONSULTING	1795				7,380.00
101-1920-532.20-06		07/01/2008	CIP JUNE 2008	60	080178	12/2008	22.50
202-5016-531.20-06		07/01/2008	CIP JUNE 2008	60	080178	12/2008	22.50
405-1260-513.20-06		07/01/2008	CIP JUNE 2008	60	080178	12/2008	270.00
101-1210-413.20-06		07/01/2008	JUNE 08 PUBLIC WORKS	59	080178	12/2008	1,395.00
101-5010-431.20-06		07/01/2008	JUNE 08 PUBLIC WORKS	59	080178	12/2008	1,890.00
101-5020-432.20-06		07/01/2008	JUNE 08 PUBLIC WORKS	59	080178	12/2008	90.00
405-1260-513.20-06		07/01/2008	JUNE 08 PUBLIC WORKS	59	080178	12/2008	3,420.00
601-5060-536.20-06		07/01/2008	JUNE 08 PUBLIC WORKS	59	080178	12/2008	90.00
101-3060-426.30-02		07/01/2008	JUNE 08-MAP EOC MEETING	59	080178	12/2008	180.00
07/17/2008	66766	MUSCO LIGHTING	1933				7,965.00
101-6020-452.50-04		05/07/2008	SPORTS PK CONTROL LINK	174332	080977	11/2008	7,965.00
07/17/2008	66767	PARTNERSHIP WITH INDUSTRY	1302				1,192.76
101-6040-454.21-04		07/01/2008	PERIOD ENDING 06/30/2008	SBG01346	080185	12/2008	1,192.76
07/17/2008	66768	SEA BREEZE ELECTRIC	1969				1,590.00
248-1920-519.20-06		06/29/2008	573 12TH ST CLEAN & GREEN	06-29-2008		12/2008	1,590.00
07/17/2008	66769	SHARP REES-STEALY MEDICAL CNTR	390				232.00
101-6040-454.21-04		06/14/2008	ARVUZU, REYNA	201	080028	12/2008	39.00
101-6040-454.21-04		06/14/2008	AGUIRRE, CYNTHIA	201	080028	12/2008	69.00
101-6040-454.21-04		06/14/2008	AGUILAR, OBED	201	080028	12/2008	94.00
101-6040-454.21-04		07/03/2008	ARVIZU, REYNA 06/24/08	201A	080028	12/2008	30.00
07/17/2008	66770	SMART STAFF	427				877.50
101-3020-422.21-01		06/17/2008	ROCHER, J W/E 06/15/08	2896	081000	12/2008	317.25
101-3020-422.21-01		06/25/2008	ROCHER, J W/E 06/22/2008	2905	081000	12/2008	236.25
101-3020-422.21-01		07/01/2008	ROCHER, J W/E 06/29/2008	2920	081000	12/2008	324.00
07/17/2008	66771	THE STAR NEWS	644				1,100.00
405-1260-413.28-07		06/27/2008	SANDCASTLE ADVERTISING	02513533-001		12/2008	1,100.00
07/17/2008	66775	U.S. BANK	1873				18,453.67
503-1923-419.20-06		03/21/2008	VISIO SOFTWARE	KGF9257	081057	10/2008	341.94
503-1923-419.20-06		03/25/2008	EXT STORAGE	KGQ6967	081057	10/2008	1,241.99
405-1260-513.20-06		04/16/2008	TOWEL DISPENSER	1055466415	081053	10/2008	128.59
101-3020-422.30-02		04/17/2008	RING CUTTER	0111963	081053	10/2008	15.21
101-3020-422.30-02		04/17/2008	STATION SUPPLIES	031559	081053	10/2008	299.26

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR		TRN AMOUNT
101-3020-422.50-04	04/17/2008	GAS/OIL MIX	127423	081053	10/2008		15.49
101-1210-413.28-04	04/02/2008	BUANGAN, E-HTE CONF REGIS	HUG060808REG102	081056	10/2008		395.00
101-1210-413.28-04	04/02/2008	BUANGAN, E-AIRFARE HTE CO	04-02-2008	081056	10/2008		291.45
503-1923-419.20-06	04/04/2008	TRAVEL FOOD	04-04-2008	081057	10/2008		3.49
503-1923-419.20-06	04/04/2008	CISCO TECH BOOKS	4170	081057	10/2008		111.99
503-1923-419.20-06	04/14/2008	TRAVEL ELK GROVE	OFDFF6	081057	10/2008		130.00
503-1923-419.20-06	04/16/2008	FOOD AT&T SALES	005547	081057	10/2008		23.01
101-0000-209.01-03	04/10/2008	BUANGAN, E COMP LOAN	067056		10/2008		2,000.00
101-3020-422.28-14	05/21/2008	LEGAL WRITING	BARNS AND NOBLE	081049	11/2008		15.59
101-3020-422.30-02	05/21/2008	SUPPLIES FOR CAPTAIN'S EX	SMART AND FINAL	081049	11/2008		13.55
501-1921-419.29-04	03/24/2008	CAR WASH	G0R0669	081010	10/2008		8.00
101-3020-422.50-04	03/12/2008	CALIBRATE RKI EAGLE/FD	S24077	081049	10/2008		1,117.61
101-3060-426.20-06	03/22/2008	DIRECTV	752941630	081051	10/2008		61.48
101-3020-422.30-02	03/27/2008	ROOM LOCKS AND KEYS	96132	081051	10/2008		301.01
101-6040-454.28-01	04/04/2008	CONCRETE TRAILER MIX	72747565-001	081009	10/2008		179.62
501-1921-419.29-04	04/14/2008	CAR WASH	G0R0989	081010	10/2008		8.00
101-3020-422.28-14	04/05/2008	GILBERT AUDIO CD	SO129466	081049	10/2008		50.90
101-3020-422.50-04	04/09/2008	FIRE STATION REMOTE	14759231	081049	10/2008		62.57
101-3020-422.21-04	04/10/2008	FIRE STATION REMOTE CLASS	SF481763	081049	10/2008		52.56
101-3020-422.50-04	04/17/2008	MIO-U5MB-WT MOU 1	14780267	081049	10/2008		3.22
101-3020-422.30-01	04/09/2008	OFFICE SUPPLES	2991	081051	10/2008		182.89
101-3020-422.50-04	04/15/2008	MASON'S SAW & LAWNMOWER	127112	081051	10/2008		562.79
101-3020-422.21-02	04/16/2008	THANK YOU CARDS	1763	081051	10/2008		6.12
101-3020-422.21-02	05/21/2008	DISPATCHER APPRECIATION	05-21-2008	081051	10/2008		29.96
101-6020-452.30-02	03/26/2008	TRASH PICKERS	16159240	081004	10/2008		59.27
405-5030-433.30-02	03/26/2008	GRAFFITI SUPPLIES	058333/5193984	081006	10/2008		77.01
101-6040-454.30-02	03/23/2008	FLEX BIT-HOME DEPOT	004961/8563595	081013	10/2008		6.45
101-6040-454.30-02	03/28/2008	FERTILIZER/PAINT BRUSH	012845/3585412	081013	10/2008		11.73
101-6040-454.30-02	03/30/2008	9 VOLT BATTERIES	080461/1591521	081013	10/2008		21.16
101-6020-452.28-01	04/01/2008	PAINT/VETERANS PARK BTHRM	656729	081004	10/2008		170.43
405-5030-433.30-02	04/15/2008	GRAFFITI MELT	12178	081004	10/2008		313.30
405-5030-433.30-02	04/04/2008	PAINT / 5 GALLON BUCKETS	081864/6033069	081006	10/2008		51.68
405-5030-433.30-02	04/16/2008	CILICA SAND-WET SAND BLAS	1690402	081006	10/2008		290.93
101-6040-454.30-02	04/02/2008	EPOXY/KEYS	062456/8591857	081013	10/2008		7.47
101-6040-454.30-02	04/11/2008	DISINFECTANT/TRASH BAGS	273999	081013	10/2008		383.16
101-6040-454.30-02	04/12/2008	AIR NOZZLE ACCESS	103113	081013	10/2008		6.45
101-6040-454.30-02	04/17/2008	EPOXY PUTTY/PALM&SEACOAST	083673/3580819	081013	10/2008		4.30
501-1921-419.28-16	03/26/2008	#625 PART	605539	081023	12/2008		52.61
101-1910-419.30-02	04/01/2008	PAPER TOWELS	273527	081021	12/2008		298.95
501-1921-419.28-16	04/14/2008	BOBCAT PARTS	P95693	081023	12/2008		72.59
501-1921-419.30-22	04/16/2008	SMALL TOOLS	003049/4042058	081023	12/2008		227.22
601-5060-436.28-01	04/16/2008	SOLAR BATTERY CHARGER	104963	081023	12/2008		12.92
501-1921-419.28-16	04/18/2008	MIG WELDER PART	05952539-00	081023	12/2008		7.13
101-6020-452.30-02	04/03/2008	IRRIGATION SUPPLIES/PALM	16278859	081025	12/2008		84.59
601-5060-436.30-02	04/10/2008	5YDS SOIL-SEACOAST/CORTEZ	95158	081025	12/2008		105.00
601-5060-436.30-02	04/10/2008	5YDS SOIL-SEACOAST/CORTEZ	95171	081025	12/2008		105.00
601-5060-436.30-02	04/10/2008	TOPSOIL-SEACOAST/CORTEZ	95175	081025	12/2008		105.00
101-6020-452.30-02	04/15/2008	IRRIGATION SPPLS/SPORT PK	16458283	081025	12/2008		143.79
101-6020-452.30-02	04/21/2008	IRRIGATION SPPLS/SERENITY	16571845	081025	12/2008		122.70
101-5020-432.30-01	03/11/2008	FILING SUPPIES	I07269	081020	12/2008		46.88

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR		TRN AMOUNT
101-5020-432.30-01	03/24/2008	INK CARTRIDGES	9181903273	081020	12/2008		96.95
601-5060-436.28-01	04/03/2008	PRESSURE TRANSDUCER	044788	081002	12/2008		895.58
601-5060-436.28-01	04/11/2008	REPAIR PS #8 TRANSDUCERS	001847-00	081002	12/2008		217.77
601-5060-436.30-22	04/17/2008	MARLIN SPIKES/VARIOUS SIZ	85273810	081002	12/2008		216.50
601-5060-436.30-22	04/18/2008	BOX CUTTERS/SCREWDRIVERS	079117/2023849	081002	12/2008		64.59
601-5060-436.30-22	04/18/2008	10" MARLIN SPIKE	85360606	081002	12/2008		29.17
408-5020-432.30-01	04/03/2008	OPERATING SUPPLIES/EXPENS	425830969-001	081005	12/2008		234.41
408-5020-432.30-02	04/03/2008	OPERATING SUPPLIES/EXPENS	425830969-001	081005	12/2008		19.10
408-5020-432.30-02	04/03/2008	OPERATING EXPENSES	425834666-001	081005	12/2008		84.02
601-5050-436.30-02	04/08/2008	SUNBLOCK	9963	081008	12/2008		21.53
101-5040-434.30-02	04/18/2008	YARD SALE MAPS	16013	081008	12/2008		77.53
101-5020-432.30-01	04/08/2008	SURGE PROTECTOR/CABLE	2392	081020	12/2008		59.24
101-5020-432.30-01	04/09/2008	MONITOR RISERS/ENVIRONMNT	WRE-528114	081020	12/2008		45.76
101-5020-432.30-01	04/16/2008	GALAVIZ,S TRNG/CS SPCALST	A0001347	081020	12/2008		100.00
101-1910-419.28-01	03/25/2008	FLEET & BUILDING SUPPLIES	027216/6014243	081007	12/2008		94.90
501-1921-419.30-02	03/25/2008	FLEET & BUILDING SUPPLIES	027216/6014243	081007	12/2008		14.84
101-5010-431.30-02	03/27/2008	WIRE ROPE EYE BOLTS	062723/4014497	081018	12/2008		12.80
101-5010-431.30-02	03/27/2008	WIRE ROPE CLAMPS/BIKE PAT	4595	081018	12/2008		72.30
101-1910-419.28-01	04/01/2008	FRAMING PARKS GARAGE	006135/9270442	081007	12/2008		98.51
101-1910-419.28-01	04/02/2008	FRAMING-PARKS GARAGE	072510/8015467	081007	12/2008		8.73
101-1910-419.28-01	04/02/2008	LITES FOR STOCK	1054537098	081007	12/2008		47.19
101-1910-419.28-01	04/02/2008	STOCK ITEMS	1054537181	081007	12/2008		28.59
101-1910-419.28-01	04/02/2008	SAFETY GLASSES	15006917	081007	12/2008		48.75
101-1910-419.28-01	04/10/2008	DRAFTING TABLE SUPPLIES	007443/0010182	081007	12/2008		89.66
101-1910-419.28-01	04/14/2008	DRAFTING TABLE SUPPLIES	082780/6564593	081007	12/2008		22.57
101-5010-431.21-23	04/01/2008	STREET LIGHTS/LIGHT BULBS	1069-563678	081018	12/2008		745.36
101-6040-454.28-01	04/02/2008	ST. LIGHT POLES REPAIRS	15006898	081018	12/2008		112.37
601-5050-436.30-02	04/03/2008	50' WATER HOSE FOR 152	073533/7211958	081018	12/2008		27.98
405-1260-513.20-06	04/14/2008	REBAR/BLOCKS/WIRE	15007597	081018	12/2008		395.27
101-6040-454.30-02	03/25/2008	TOILET TISSUE/TRASH BAGS	M86NE-00	081012	12/2008		679.52
101-6040-454.30-02	03/25/2008	BALLASTS/DUNES PARK	S2885260.003	081012	12/2008		466.12
101-1910-419.30-02	03/25/2008	FLOR. TUBES SAGETY CENTER	033984	081012	12/2008		64.65
101-6040-454.30-02	03/25/2008	DISINFECTANT & URINAL BLO	020147	081012	12/2008		164.86
101-1910-419.30-02	03/26/2008	VARATHANE/PLUGS/SWITCH CO	007336/5571274	081012	12/2008		10.09
101-6040-454.30-02	03/26/2008	VARATHANE/PLUGS/SWITCH CO	007336/5571274	081012	12/2008		46.24
101-6040-454.30-02	03/26/2008	VARATHANE/PLUGS/SWITCH CO	007336/5571274	081012	12/2008		109.98
101-6040-454.30-02	03/26/2008	LATEX PROTECTIVE GLOVES	0132535	081012	12/2008		182.36
101-6040-454.30-02	03/26/2008	RETURNED DEADBOLT LATCHES	03-26-2008	081012	12/2008		124.00-
101-6040-454.30-02	04/01/2008	POSTS-PIER RAILING REPAIR	005829/9015293	081012	12/2008		21.49
101-6040-454.30-02	04/01/2008	PENS AND MARKERS	4444	081012	12/2008		40.15
101-1910-419.30-02	04/03/2008	SAFETY CENTER DIMMER SWIT	S2889211.001	081012	12/2008		130.50
101-1910-419.30-02	04/03/2008	GRAFFITI TOWELS/HOE'S/	043435/7591941	081012	12/2008		16.13
101-6040-454.30-02	04/03/2008	GRAFFITI TOWELS/HOE'S/	043435/7591941	081012	12/2008		15.04
101-6040-454.30-22	04/03/2008	GRAFFITI TOWELS/HOE'S/	043435/7591941	081012	12/2008		32.26
101-6040-454.30-02	04/03/2008	E-Z REACHERS	05416949-00	081012	12/2008		134.34
101-6040-454.30-02	04/03/2008	VALVE STEM FOR HOSE BIB	125773	081012	12/2008		128.72
101-6040-454.30-02	04/03/2008	CLEAR SEAL	8340-4	081012	12/2008		191.06
101-6040-454.30-02	04/07/2008	NAILS FOR PIER HANDRAIL	014068/3572207	081012	12/2008		12.70
101-6040-454.30-02	04/07/2008	CELL PHONE HOLDERS	1054811562	081012	12/2008		34.59
101-6040-454.30-02	04/14/2008	LATEX PROTECTIVE GLOVES	0134404	081012	12/2008		173.38

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601-5060-436.21-04		04/04/2008	POSTAGE SEWER MAILER	16598	081024	12/2008	1,162.71
101-6040-454.30-02		04/04/2008	PLAZA HISTORICAL FLAGS	40225	081024	12/2008	296.36
101-5020-432.30-01		04/08/2008	OFFICE SUPPLIES	7532	081024	12/2008	6.44
101-5020-432.28-04		04/09/2008	EMPL SAFETY TRNG MATERIAL	W 338970	081024	12/2008	35.00
07/17/2008	66776	XEROX CORPORATION	861				120.99
101-1920-419.30-01		06/19/2008	STAPLES FOR XEROX WORK CE	103150001		12/2008	120.99
07/17/2008	66777	ZUMAR INDUSTRIED INC.	875				491.47
101-3030-423.30-02		04/25/2008	STREET SIGNS	0104705	080141	12/2008	409.45
101-3030-423.30-02		04/28/2008	STREET SIGNS	0104734	080141	12/2008	82.02
07/17/2008	66778	BE KAYLOR RESTORATION	1973				795.00
245-1240-413.20-06		06/27/2008	776 10TH-BOARD UP SERVICE	257B		12/2008	795.00
07/17/2008	66779	AIR AMERICA TESTING	1987				550.00
245-1240-413.20-06		07/09/2008	776 10TH/ASBESTOS ANALYSI	309	090114	01/2009	550.00
07/17/2008	66780	AMERICAN MESSAGING	1759				98.37
601-5060-436.27-04		07/01/2008	JUL-SEP 2008 L1-252241	L1252241IG		01/2009	32.79
101-1910-419.27-04		07/01/2008	JUL-SEP 2008 L1-252241	L1252241IG		01/2009	32.79
601-5060-436.27-04		07/01/2008	JUL-SEP 2008 L1-252241	L1252241IG		01/2009	32.79
07/17/2008	66781	ASSOCIATION OF ENVIROMENTAL PR	1975				150.00
101-1130-412.28-07		07/01/2008	ENVIRONMENTAL PROG SPECIA	1979	F09005	01/2009	150.00
07/17/2008	66782	BOBBY LOUIS BUNER JR	1879				300.00
101-1130-412.29-02		07/11/2008	DEPOSIT/EVENT SRVCS 12/19	07-11-2008	090108	01/2009	300.00
07/17/2008	66783	DECISION MANAGEMENT CO	1148				6,823.60
503-1923-419.20-26		03/18/2008	06/30/08-06/30/09 QUESTYS	G3192-18-MAR-08	090031	01/2009	6,823.60
07/17/2008	66784	EL TAPATIO INC	1407				1,720.73
101-1010-411.29-04		07/03/2008	MAYOR'S BREAKFAST CATERIN	1574	090025	01/2009	1,720.73
07/17/2008	66785	ERIKA N. CEJA	1491				1,000.00
101-1920-419.29-01		07/01/2008	TUITION REIMBURSMENT	07-01-2008	090024	01/2009	1,000.00
07/17/2008	66786	MACIAS, GINI & O'CONNELL LLP	1				150.00
101-1210-413.28-04		07/15/2008	BERNAL, CLAUDIA -WORKSHOP	07-14-2008		01/2009	150.00
07/17/2008	66787	SAM & SONS PLUMBING	1981				250.00
248-1920-519.20-06		07/02/2008	573 12TH CLEAN&GREEN DEPO	1019	090110	01/2009	250.00
07/17/2008	66788	SUNGARD PUBLIC SECTOR INC.	1370				5,160.83
503-1923-419.20-25		05/29/2008	07/2008-06/2009 GTG	881918	090030	01/2009	5,160.83
07/25/2008	66789	ADT SECURITY SERVICES, INC.	103				70.44
101-6010-451.21-04		07/05/2008	AUGUST 2008	75239443	090103	01/2009	70.44
07/25/2008	66790	AIRGAS WEST	129				186.45
601-5060-436.30-02		07/21/2008	SUNSCREEN	103460558	090036	01/2009	186.45

CHECK DATE / ACCOUNT #	CHECK NUMBER / TRN DATE	VENDOR NAME / DESCRIPTION	VENDOR # / INVOICE	PO #	PER/YEAR	CHECK AMOUNT / TRN AMOUNT
07/25/2008	66791	ALLIANT INSURANCE SERVICES	1193			2,513.81
101-0000-209.01-13	06/26/2008	PPE 6/19/08	20080626		12/2008	327.20
101-0000-209.01-14	06/26/2008	PPE 6/19/08	20080626		12/2008	529.17
101-0000-209.01-13	07/10/2008	PPE 7/3/08	20080710		01/2009	327.20
101-0000-209.01-14	07/10/2008	PPE 7/3/08	20080710		01/2009	601.32
101-1010-411.11-04	07/25/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	17.55
101-1020-411.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	38.26
101-1110-412.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	91.27
101-1130-412.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	22.81
101-1210-413.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	54.06
101-1230-413.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	26.33
101-3070-427.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	.70
101-3080-428.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	.70
101-1910-419.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	7.02
101-3010-421.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	12.21
101-3020-422.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	49.63
101-3030-423.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	42.75
101-3040-424.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	24.57
101-5020-432.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	56.16
101-5010-431.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	17.55
101-5040-434.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	3.16
101-6020-452.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	7.02
101-6010-451.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	7.02
101-6040-454.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	17.55
245-1240-413.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	7.02
405-1260-413.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	127.77
405-5030-433.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	7.02
601-5060-436.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	17.55
601-5050-436.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	17.90
501-1921-419.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	7.02
502-1922-419.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	6.67
503-1923-419.11-04	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	23.16
101-0000-209.01-14	07/01/2008	JULY 08 LIFE/VOLUNTARY	07-01-2008		01/2009	18.49
07/25/2008	66792	CALIFORNIA CD IMAGING CTR	621			55.00
101-1020-411.21-04	07/02/2008	CD'S COPIED	2008047	F09008	01/2009	55.00
07/25/2008	66793	CALIFORNIA ENV CONTROLS INC	642			170.32
601-5060-436.28-01	07/14/2008	CHECK VALVE/SNUB ASSEMBLY	1682	090069	01/2009	170.32
07/25/2008	66794	CORPORATE EXPRESS OFFICE	1038			72.77
101-1210-413.30-01	07/08/2008	OFFICE SUPPLIES	88527813	090009	01/2009	72.77
07/25/2008	66795	CSAC EXCESS INSURANCE AUTHORTI	406			47,127.00
502-1922-419.28-02	07/01/2008	07/01/08-07/01/09 EXCESS	0910098-IN	090028	01/2009	47,127.00
07/25/2008	66796	DAVID R BRIERLEY	1988			60.00
101-1130-412.28-07	07/01/2008	ENVIRONMENTAL PROGRAM SPE	080606	F09019	01/2009	60.00
07/25/2008	66797	ENVIROMENTAL CAREER ENTER	1989			99.95
101-1130-412.28-07	07/01/2008	ENVIRONMENTAL PROGRAM SPE	A-658	F09018	01/2009	99.95

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07/25/2008	66798	IMPERIAL BEACH TROPHIES	319				657.28
101-1920-419.29-04		07/10/2008	WOODY LOGO/COUNCIL CHAMBE	2172	090113	01/2009	592.63
101-1130-412.29-02		07/15/2008	FAREWELL AWARD FOR CHRIST	2180	F09017	01/2009	64.65
07/25/2008	66799	INTERSTATE BATTERY OF SAN DIEG	388				145.05
101-6040-454.30-02		07/11/2008	THIDLANDS WHEEL CHAIRS	680018328	090047	01/2009	145.05
07/25/2008	66800	JETER SYSTEMS CORPORATION	483				564.68
101-1110-412.30-01		07/01/2008	JETER FILE FOLDERS FOR CM	1742097-CM	F09012	01/2009	29.19
101-1130-412.30-01		07/01/2008	JETER FILE FOLDERS FOR PE	1742097-CM	F09012	01/2009	29.19
101-1210-413.28-09		07/07/2008	FILING FOLDERS/YEAR LABEL	1743485	090010	01/2009	64.54
101-1210-413.30-01		07/07/2008	FILING FOLDERS/YEAR LABEL	1743485	090010	01/2009	266.61
101-1020-411.30-01		07/01/2008	FOLDERS WITH CLASP	1742097-CC	F09010	01/2009	175.15
07/25/2008	66801	JOSE SANCHEZ	2				44.22
101-3010-421.21-04		07/17/2008	REIMBURSE SHERIFF MEALS	07-14-2008		01/2009	44.22
07/25/2008	66802	LA PRENSA SAN DIEGO	1714				106.02
101-1020-411.21-06		07/03/2008	TRANSLATION	22379-CC	F09015	01/2009	106.02
07/25/2008	66803	LIGHTHOUSE, INC	787				371.91
501-1921-419.28-16		06/30/2008	FLEET/PARTS	2110345	090049	01/2009	140.25
405-5030-433.30-02		07/11/2008	FLATLIGHTER, STROBE	2114816	090049	01/2009	231.66
07/25/2008	66804	MASON'S SAW & LAWNMOWER	923				19.11
501-1921-419.28-16		07/15/2008	FILLER CAP	137188	090051	01/2009	19.11
07/25/2008	66805	PMI	23				437.16
601-5060-436.30-02		07/18/2008	SAFETY GLOVES	0143534	090058	01/2009	437.16
07/25/2008	66806	POSTINI, INC	1646				762.35
503-1923-419.21-04		07/05/2008	JULY 2008	492779	090115	01/2009	762.35
07/25/2008	66807	PREFERRED BENEFIT INS ADMIN IN	37				2,214.39
101-0000-209.01-12		06/26/2008	PPE 6/19/08	20080626		12/2008	1,107.31
101-0000-209.01-12		07/10/2008	PPE 7/3/08	20080710		01/2009	1,107.31
101-0000-209.01-12		07/24/2008	JULY 08 DENTAL INSURANCE	CP5265		01/2009	.23-
07/25/2008	66808	PRUDENTIAL OVERALL SUPPLY	72				585.94
101-5020-432.25-03		07/02/2008	UNIFORMS 07/02/08	8358026	080180	12/2008	168.86
101-5020-432.25-03		07/09/2008	07/09 UNIFORMS	8383842	090085	01/2009	248.22
101-5020-432.25-03		07/16/2008	07/16 UMIFORMS	8409842	090085	01/2009	168.86
07/25/2008	66809	RANCHO AUTO & TRUCK PARTS	1685				334.05
501-1921-419.28-16		07/07/2008	SPARK PLUG	15609	090064	01/2009	8.88
501-1921-419.28-16		07/07/2008	BRAKE CALIPERS	15637	090064	01/2009	186.32
501-1921-419.28-16		07/10/2008	FILTERS/CARBON HOUS	16091	090064	01/2009	63.10
501-1921-419.28-16		07/11/2008	SPARK PLUG	PICK	090064	01/2009	36.42
501-1921-419.28-16		07/15/2008	CREDIT RTND SPARK PLUGS	16741	090064	01/2009	8.88-

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501-1921-419.28-16		07/15/2008	CREDIT RTND CORE	16742	090064	01/2009	86.20-
501-1921-419.28-16		07/17/2008	FILTERS/GATORBACK V-BELT	16943	090064	01/2009	104.02
501-1921-419.28-16		07/21/2008	WIX AIR FILTER W/FIN	17387	090064	01/2009	30.39
07/25/2008	66810	SAN DIEGO ASSOCIATION OF GOVER	254				9,424.00
101-1920-419.28-12		07/01/2008	AGENCY ASSESSMENT FY09	AR158325	090112	01/2009	9,424.00
07/25/2008	66811	SANDPIPA	321				152,572.00
502-1922-419.28-02		07/01/2008	LIABILITY INS 2008/2009	LIRIB08	090034	01/2009	132,020.00
502-1922-419.28-02		07/01/2008	PROPERTY INS 2008-2009	PIPIB08	090033	01/2009	20,552.00
07/25/2008	66812	SKS INC.	412				17,926.06
501-1921-419.28-15		07/02/2008	240 DIESEL / 792.8 REGULA	1219798-IN	090063	01/2009	4,489.39
501-1921-419.28-15		07/08/2008	801.5 REG / 13.1 DIESEL	1219904-IN	090063	01/2009	3,473.03
501-1921-419.28-15		07/11/2008	600 GALLONS REGULAR	1220031-IN	090063	01/2009	2,566.47
501-1921-419.28-15		07/17/2008	1,079.1 REGULAR/380 DIESE	1220147-IN	090063	01/2009	6,173.69
501-1921-419.28-15		07/21/2008	MOTOR OIL	N650839-IN	090063	01/2009	1,223.48
07/25/2008	66813	STANDARD ELECTRONICS	504				90.00
101-1910-419.20-23		07/09/2008	JUL-SEP 2008 ALARM MONITO	11205	090062	01/2009	90.00
07/25/2008	66814	SCAN NATOA INC	1864				75.00
101-1110-412.28-12		06/26/2008	TOM RITTER ANNUAL MEMBERS	08.75.344	F09016	12/2008	75.00
07/25/2008	66815	THE FILIPINO PRESS	1720				150.00
101-1020-411.21-06		07/10/2008	TRANSLATION	0744-08	F09013	01/2009	150.00
07/25/2008	66816	VISION PLAN OF AMERICA	785				213.46
101-0000-209.01-18		06/26/2008	PPE 6/19/08	20080626		12/2008	101.78
101-0000-209.01-18		07/10/2008	PPE 7/3/08	20080710		01/2009	101.78
101-0000-209.01-18		07/01/2008	AUG 08 VISION INSURANCE	07-01-2008		01/2009	.10-
101-1920-419.29-04		07/01/2008	AUG 08 VISION INSURANCE	07-01-2008		01/2009	10.00
07/25/2008	66817	ZEE MEDICAL, INC.	872				206.70
101-1920-419.30-01		07/08/2008	MEDICINE CABINET REFILL	0140204938	F09006	01/2009	206.70
07/25/2008	66818	ADPI WEST INC	1449				15.00
101-3020-422.20-06		07/23/2008	EMS COLLECTIONS APRIL? 08	INV3062		12/2008	15.00
07/25/2008	66819	AGRICULTURAL PEST CONTROL	123				95.00
101-6020-452.21-04		06/24/2008	JUNE 2008 SPORTS PARK MAI	93547	080156	12/2008	95.00
07/25/2008	66820	AIRGAS WEST	129				565.89
601-5060-436.30-02		07/03/2008	SHIRT DUPONT LONG SLEEVES	103419590	080039	12/2008	210.11
601-5060-436.30-02		07/03/2008	SHIRT DUPONT LONG SLEEVES	103419591	080039	12/2008	210.11
501-1921-419.30-02		06/20/2008	FIRST AID SUPPLIES	103381948	080039	12/2008	145.67
07/25/2008	66821	ALL TEAM STAFFING, INC	1801				6,452.32
101-6040-454.21-01		07/14/2008	SHEPARD, B W/E 07/13/08	5000166	090072	01/2009	488.00
101-6040-454.21-01		07/14/2008	SHEPARD, B W/E 07/13/08	5000166	090072	01/2009	91.50

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR		TRN AMOUNT
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101-6040-454.21-01	07/14/2008	SHEPARD, B W/E 07/13/08	5000166	090072	01/2009		427.00
101-6040-454.21-01	07/14/2008	SHEPARD, B W/E 07/13/08	5000166	090072	01/2009		122.00
101-6040-454.21-01	07/08/2008	SHEPARD, B W/E 07/06/2008	5000161	090072	01/2009		167.75
101-6040-454.21-01	07/08/2008	SHEPARD, B W/E 07/06/2008	5000161	090072	01/2009		152.50
101-6040-454.21-01	07/08/2008	SHEPARD, B W/E 07/06/2008	5000161	090072	01/2009		503.25
101-6040-454.21-01	07/08/2008	SHEPARD, B W/E 07/06/2008	5000161	090072	01/2009		152.50
101-6040-454.21-01	07/08/2008	SHEPARD, B W/E 07/06/2008	5000161	090072	01/2009		366.00
101-6040-454.21-01	04/28/2008	MITCHELL, E W/E 04/27/08	5000014	080304	12/2008		30.41
101-6040-454.21-01	04/28/2008	MITCHELL, E W/E 04/27/08	5000014	080304	12/2008		68.64
101-6040-454.21-01	04/28/2008	MITCHELL, E W/E 04/27/08	5000014	080304	12/2008		1,242.87
101-6040-454.21-01	04/28/2008	MITCHELL, E W/E 04/27/08	5000014	080304	12/2008		76.25
101-6040-454.21-01	05/05/2008	MITCHELL, E W/E 05/04/08	5000033	080304	12/2008		24.53
101-6040-454.21-01	05/05/2008	MITCHELL, E W/E 05/04/08	5000033	080304	12/2008		1,113.25
101-6040-454.21-01	05/05/2008	SHEPARD, B W/E 05/04/2008	5000034	080304	12/2008		34.37
101-6040-454.21-01	05/05/2008	SHEPARD, B W/E 05/04/2008	5000034	080304	12/2008		162.50
101-6040-454.21-01	05/05/2008	SHEPARD, B W/E 05/04/2008	5000034	080304	12/2008		162.50
101-6040-454.21-01	05/05/2008	SHEPARD, B W/E 05/04/2008	5000034	080304	12/2008		650.00
101-6040-454.21-01	05/05/2008	SHEPARD, B W/E 05/04/2008	5000034	080304	12/2008		162.50
101-6040-454.21-01	05/05/2008	SHEPARD, B W/E 05/04/2008	5000034	080304	12/2008		162.50
07/25/2008 66822	AT&T	291					1,156.86
101-1920-419.27-04	07/01/2008	030 480 7925 001 JUN 2008	07-27-2008		12/2008		10.74
101-3070-427.27-04	07/01/2008	030 480 7925 001 JUN 2008	07-27-2008		12/2008		10.66
101-1210-413.27-04	07/01/2008	030 480 7925 001 JUN 2008	07-27-2008		12/2008		51.54
101-5020-432.27-04	07/01/2008	030 480 7925 001 JUN 2008	07-27-2008		12/2008		84.30
101-1020-411.27-04	07/01/2008	030 480 7925 001 JUN 2008	07-27-2008		12/2008		22.42
101-6030-453.27-04	07/01/2008	030 480 7925 001 JUN 2008	07-27-2008		12/2008		2.35
101-3020-422.27-04	05/13/2008	030 290 1325 001	06-08-2008		12/2008		88.38
101-3030-423.27-04	05/13/2008	030 290 2293 001	06-08-2008		12/2008		121.20
101-0000-221.02-01	05/21/2008	030 326 8685 001	06-16-2008		12/2008		26.89
101-1010-411.27-04	05/25/2008	030 357 0352 001	06-20-2008		12/2008		24.67
101-1230-413.27-04	05/25/2008	030 357 0356 001	06-20-2008		12/2008		105.02
101-1130-412.27-04	05/25/2008	030 357 0371 001	06-20-2008		12/2008		39.39
101-1110-412.27-04	06/01/2008	030 480 7968 001	06-26-2008		12/2008		39.18
101-6010-451.27-04	05/13/2008	030 485 6799 001	06-08-2008		12/2008		22.17
101-3020-422.27-04	06/13/2008	030 290 1325 001	07-08-2008		12/2008		83.68
101-3030-423.27-04	06/13/2008	030 290 2293 001	07-08-2008		12/2008		134.94
101-0000-221.02-01	06/21/2008	030 326 8685 001	07-16-2008		12/2008		36.00
101-1010-411.27-04	06/25/2008	030 357 0352 001	07-20-2008		12/2008		24.67
101-1230-413.27-04	06/25/2008	030 357 0356 001	07-20-2008		12/2008		119.59
101-1130-412.27-04	06/25/2008	030 357 0371 001	07-20-2008		12/2008		46.36
101-1110-412.27-04	07/01/2008	030 480 7968 001	07-27-2008		12/2008		33.84
101-6010-451.27-04	06/13/2008	030 485 6799 001	07-08-2008		12/2008		28.87
07/25/2008 66823	AT&T	1992					84.17
101-3020-422.27-04	07/21/2008	051 848-6997 001 MAR 08	04-12-2008		12/2008		3.20
101-3020-422.27-04	05/12/2008	051 848-6997 001 MAY 08	06-12-2008		12/2008		11.36
101-3020-422.27-04	03/25/2008	051 850-4579 001 MAR 08	04-25-2008		12/2008		18.28
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601-5050-436.27-02	06/13/2008	05-0392478-9 05/12-06/11 / 07-02-2008 / 12/2008	17.27
601-5060-436.27-02	06/13/2008	05-0505362-9 05/12-06/11 / 07-02-2008 / 12/2008	233.27
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07/25/2008 66829	COX COMMUNICATIONS	1073	179.00
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07/25/2008 66830	DEPARTMENT OF JUSTICE	1154	160.00
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07/25/2008 66831	DG LANDSCAPE	1167	434.48
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07/25/2008 66833	FERGUSON ENTERPRISES INC.	915	129.59
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07/25/2008 66835	GRAINGER	1051	1,090.42
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101-5010-431.27-01	07/08/2008	10088604389 05/27-06/25	07-24-2008		12/2008	46.93
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601-5060-436.27-01	07/08/2008	52635219238 05/27-06/25	07-24-2008		12/2008	5.58
101-6020-452.27-01	07/08/2008	56497714749 05/30-06/30	07-24-2008		12/2008	10.26
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101-6020-452.27-01	07/08/2008	85075178464 05/30-06/30	07-24-2008		12/2008	836.51
601-5060-436.27-01	07/08/2008	85417701270 05/30-06/30	07-24-2008		12/2008	3,985.32
101-5020-432.27-01	07/08/2008	91692992261 05/27-06/25	07-24-2008		12/2008	937.00
Voided ck#66839						
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101-5010-431.27-01	05/28/2008	1912 409 2723 04/25-05/27	06-12-2008		12/2008	9.55
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101-6020-452.27-01	07/01/2008	6921 003 2109 05/30-06/30	07-16-2008		12/2008	376.27
101-5010-431.27-01	07/01/2008	7706 795 7872 05/30-06/30	07-16-2008		12/2008	11.75
601-5060-436.27-01	06/30/2008	8773 823 6424 05/29-06/27	07-15-2008		12/2008	909.60
101-6020-452.27-01	07/01/2008	9327 898 1346 05/30-06/30	07-16-2008		12/2008	297.54
101-6010-451.27-01	07/01/2008	9956 693 6272 05/30-06/30	07-16-2008		12/2008	125.87
07/25/2008 66841	SHARP REES-STEALY MEDICAL CNTR 390					283.00
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101-3030-423.21-04	07/03/2008	MAURICE, EIAN	201A	080256	12/2008	69.00
601-5060-436.21-04	06/14/2008	CASAS, MANUEL	201		12/2008	95.00
601-5060-436.21-04	06/14/2008	AGUIRRE, JOSE	201		12/2008	80.00
07/25/2008 66842	SLOAN ELECTRIC COMPANY 417					1,894.69
601-5060-436.21-04	07/24/2008	GROMAN RUPP UPGRADE	0054135		12/2008	1,894.69
07/25/2008 66843	SOUTH WEST SIGNAL 488					150.00
101-5010-431.21-04	06/30/2008	JUNE 2008	48395	080148	12/2008	150.00
07/25/2008 66844	SOUTHWESTERN COLLEGE 492					59.69
101-1020-411.21-01	07/07/2008	JUNE 08 DE LOS REYES, R	0708JUN-JUNDELO	080532	12/2008	59.69
07/25/2008 66845	STANDARD ELECTRONICS 504					149.65
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07/25/2008 66846	WEST COAST ARBORISTS 820					22,992.40
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101-6040-454.21-04	07/03/2008	PALM TREE PRUNING	53580	081170	12/2008	2,481.60
07/25/2008 66847	WEST GROUP CTR 826					118.64
101-1020-411.28-14	07/01/2008	JUNE 2008 INFO CHARGES	816247395	080434	12/2008	118.64
07/25/2008 66848	WILDCOAST 1905					657.00
101-0000-221.01-03	06/05/2008	REFUND-DEPOSIT & CLEANING	6015		12/2008	657.00
07/25/2008 66849	XEROX CORPORATION 861					946.46
101-1920-419.20-17	07/03/2008	JUNE 2008 VDR-544005	033844526	080219	12/2008	946.46

DATE RANGE TOTAL * 2,769,153.52 *

AGENDA ITEM NO. 2.3

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: AUGUST 6, 2008

ORIGINATING DEPT.: FINANCE DEPARTMENT

SUBJECT: SALE OF SURPLUS PROPERTY

BACKGROUND:
From time to time, Staff determines the need to dispose of obsolete and surplus property. I.B.M.C. Chapter 3.04.050 states:

> "The purchasing officer shall have the following powers and duties:
> ...J. To recommend to the city manager the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use;"

City of Imperial Beach Resolution 90-3828 authorized the Finance Director to participate in periodic sales of surplus property by the San Diego County Division of Purchasing and Contracting.

DISCUSSION:
At this time, the City of Imperial Beach has accumulated a number of equipment items that are recommended for transfer to a surplus or unused supplies and equipment category. The following supplies and equipment are recommended for this designation:

1. The items listed in Attachment 2, Exhibit "A".

FISCAL ANALYSIS:
Salvage Value

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the attached Resolution authorizing the sale / transfer of surplus property as follows:

1. Items listed in Exhibit A, Equipment Inventory List for County Auction

CITY MANAGER'S RECOMMENDATION:
Approve Department recommendation.

Gary Brown

Gary Brown, City Manager

Attachments:
1. Resolution 2008-6663
2. Exhibit A – Equipment Inventory List for County Auction

ATTACHMENT 1

RESOLUTION NO. 2008-6663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE SALE OF CERTAIN SURPLUS CITY EQUIPMENT

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

WHEREAS, I.B.M.C. Chapter 3.04.050 states: "The purchasing officer shall have the following powers and duties:

...J. To recommend to the city manager the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use;" and

WHEREAS, the City Council of the City of Imperial Beach on October 3, 1990, adopted Resolution No. 90-3828 authorizing its Finance Director to participate in periodic sales of surplus property by the San Diego County Division of Purchasing and Contracting; and

WHEREAS, the City Council of the City of Imperial Beach now desire to declare the items of equipment shown on Exhibit "A" attached hereto as surplus or unsuitable for City use.

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

1. The above recitals are true and correct.
2. The City Council of the City of Imperial Beach declares the items of equipment shown on Exhibit "A" (attached hereto), surplus and/or unused and hereby directs the Finance Director to dispose of same as follows:
    - Items in Exhibit "A" through the San Diego County Division of Purchasing and Contracting or as otherwise authorized by the City Manager.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of August 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Resolution No. 2008-6663 – A Resolution of the City Council of the City of Imperial Beach, California, AUTHORIZING THE SALE OF CERTAIN SURPLUS CITY EQUIPMENT.

CITY CLERK

DATE

Exhibit A

IMPERIAL BEACH
EQUIPMENT INVENTORY LIST
FOR COUNTY AUCTION

1.	1	Cabinet Sandusky	1872-07
2.	3	Dell Optiplex 270	1533, 1502, 1524
3.	4	Gateway Pc tower	1163, 1130, 1153,1145
4.	2	Compaq T2200XR UPS	None
5.	1	Gateway es2 300x	4432
6.	1	Dell optiplex gx110	1083
7.	2	Gateway E3200	1242, 1216
8.	1	Gateway PC tower (black)	1592
9.	2	Gateway E series	1385, 1384
10.	1	Compaq Presario	1037
11.	8	Phillips LCD monitors 15"inch	3054,3020,3215,3045,3049, 3055,3187,3186
12.	3	Samsung LCD 15"inch	0137,0142,0116
13.	2	Sharp LCD 15" inch	3553,3013,3063
14.	1	Gateway CRT monitor 17" inch	None
15.	2	Hp 7550 CRT monitor 17" inch	None
16.	1	CTX monitor CRT 15" inch	None
17.	1	Compaq Laptop EvoN180	1193
18.	1	Panasonic Toughbook	7324
19.	1	Cisco 820 hub	50rw
20.	1	Cisco 1600 hub	50r7
21.	1	WYSE wt1200le	3083
22.	1	Cisco 827 hub	311a
23.	1	Westell Wirespeed modem	R516
24.	1	Cisco 1700 Router	10f7
25.	11	Sony DVD Drives (black)	None
26.	1	Hp Business ink jet 1200 printer	1210
27.	1	Hp Storage Works 9100mx	4473
28.	1	IBM type writer	None
29.	1	Hp PSC1315 all-in-one printer	None
30.	2	CD-RW drives (white)	None
31.	1	Netscreen 25 Firewall port	025-001
32.	1	Netscreen 10 Firewall port	1213
33.	1	Netscreen 5 Firewall port	005-001
34.	3	3Com Super Stacker II hub	2318
35.	1	Compaq tape back-up drive	none
36.			
37.			
38.			
39.			
40.			

RECEIVED BY_____
PRINT NAME

RECEIVED BY_____ DATE_____
SIGNATURE

AGENDA ITEM NO. 2.4

STAFF REPORT
CITY OF IMPERIAL BEACH

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

MEETING DATE: AUGUST 6, 2008

ORIGINATING DEPT.: FINANCE DEPARTMENT

SUBJECT: RESOLUTION AUTHORIZING STAFF TO RECEIVE SUMMARY BACKGROUND REPORTS

BACKGROUND:
The City Code requires an investigation of operators of certain types of businesses to assure no prior history of criminal activity. This investigation is accomplished through the State Department of Justice. The State of California requires a resolution authorizing certain staff members to receive the results of this background review.

DISCUSSION:
The State Penal Code allows cities, counties, and districts to access summary criminal history for employment, licensing or certification purposes. The State requires that the City Council adopt a resolution specifically naming the staff position that will receive the results and stating that the results will not be disseminated to a private entity. The Finance Department is the lead department for issuing business licenses and other regulatory requirements. This report requests the City Council to authorize the Finance Director to receive summary background information.

FISCAL ANALYSIS:
The cost of the background review is the responsibility of the applicant. There is no cost to the City for the background search.

DEPARTMENT RECOMMENDATION:
It is respectfully requested that the City Council:

1. Receive this report.
2. Adopt resolution authorizing the Finance Director to receive background reports

CITY MANAGER'S RECOMMENDATION:
Approve Department recommendation.

Gary Brown

Gary R. Brown, City Manager

Attachment:

1. Resolution 2008-6664

ATTACHMENT 1

RESOLUTION NO. 2008-6664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE ACCESS TO STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR LICENSING AND CERTIFICATION PURPOSES

WHEREAS, Penal Code Sections 11105(b)(10) and 13300(b)(10) authorize cities, counties and districts to access state and local summary criminal history information for employment, licensing or certification purposes; and

WHEREAS, Penal Code Sections 11105(b)(10) authorizes cities, counties, and districts to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigations; and

WHEREAS, Penal Code Sections 11105(b)(10) and 13300(b)(10) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject of the record; and

WHEREAS, Code Sections 11105(b)(10) and 13300(b)(10) require the City Council, to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Imperial Beach, authorizes the Finance Director to access state and federal level summary criminal history information for licensing or certification purposes and may not disseminate the information to a private entity; and

BE IT FURTHER RESOLVED that the City Council of the City of Imperial Beach shall not consider a person who has been convicted of a felony or misdemeanor involving moral turpitude eligible for licensing; except that such conviction may be disregarded if it is determined that mitigating circumstances exist, or that the conviction is not related to the license in question.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of August 2008, by the following roll call vote:

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

_____

James C. Janney, MAYOR

ATTEST:

_____

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2008-6664 – A Resolution of the City Council of the City of Imperial Beach, California authorizing the purchase approving the purchase of the requisite software licensing and the replacement of ten computers.

_____ _____

CITY CLERK DATE

AGENDA ITEM NO. 2.5

STAFF REPORT
CITY OF IMPERIAL BEACH

TO:	**HONORABLE MAYOR AND CITY COUNCIL**
FROM:	**GARY BROWN, CITY MANAGER**
MEETING DATE:	**AUGUST 6, 2008**
ORIGINATING DEPT.:	**JACQUELINE M. HALD, CITY CLERK**
SUBJECT:	**RATIFICATION OF LETTER – PROTECT PROPOSITION 42 FUNDING IN THE FY 2008-09 STATE BUDGET**

BACKGROUND AND DISCUSSION:

In 2006, California voters protected transportation funding by passing Proposition 1A by a 77 percent margin, demonstrating their strong support for dedicating transportation sales taxes (Proposition 42 funding) to transportation. Proposition 42 provides vital funding for major highway, public transit, and local street and road improvements that support our regional and state economies.

Resolving the State's current budget situation requires difficult choices. However, there are viable options to achieve a balanced budget (i.e. increasing efficiencies, cutting spending, and increasing revenues). Recent proposals to borrow Prop. 42 funds are inconsistent with the voter intent to protect transportation funding, and borrowing funds will only defer the state's fiscal crisis to a future budget year.

At the SANDAG Executive Committee meeting of July 11, 2008, all 18 cities and the County of San Diego were asked to sign a letter to protect Proposition 42 funds and to transmit it to Sacramento as soon as possible.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Gary Brown

Gary Brown, City Manager

Attachments:
1. Letter from SANDAG dated July 14, 2008
2. Proposition 42 Gas Tax Fact Sheet

ATTACHMENT 1

401 B Street, Suite 800
San Diego, CA 92101-4231
(619) 699-1900
Fax (619) 699-1905
www.sandag.org

July 14, 2008

The Honorable Arnold Schwarzenegger
Governor of California
State Capitol Building
Sacramento, CA 95814

Members of the California State Senate and Assembly
State Capitol Building
Sacramento, CA 95814

MEMBER AGENCIES
Cities of
Carlsbad
Chula Vista
Coronado
Del Mar
El Cajon
Encinitas
Escondido
Imperial Beach
La Mesa
Lemon Grove
National City
Oceanside
Poway
San Diego
San Marcos
Santee
Solana Beach
Vista
and
County of San Diego

ADVISORY MEMBERS
Imperial County
California Department of Transportation
Metropolitan Transit System
North San Diego County Transit Development Board
United States Department of Defense
San Diego Unified Port District
San Diego County Water Authority
Mexico

Dear Governor Schwarzenegger and Members of the Senate and Assembly:

SUBJECT: Protect Proposition 42 funding in the FY 2008-09 State Budget

On behalf of the San Diego Association of Governments (SANDAG), we request that you protect Proposition 42 (Prop. 42) funding included in the FY 2008-09 State Budget. Prop. 42 provides vital infrastructure funding for highways, public transit, and local street and road improvements, which support our regional and state economies.

In 2006, the voters protected transportation funding by passing Proposition 1A by a 77 percent margin, demonstrating their strong support for dedicating transportation sales taxes (Prop. 42 funding) to transportation. Borrowing these Prop. 42 funds would not be consistent with the voter intent to protect transportation funding. Further, borrowing funds this year will only defer the state's fiscal crisis to a future budget year, and it will not address the ongoing structural deficit in California's budget.

SANDAG supports efforts to reach a responsible compromise on the state budget that does not jeopardize vital transportation funding. We urge you to support full funding of Prop. 42 in the FY 2008-09 Budget. We appreciate your leadership in this area and look forward to continuing to work with you as the budget process progresses.

Sincerely,

HON. JERRY SANDERS
Mayor, City of San Diego

HON. GREG COX
Chairman, County of San Diego

HON. MATT HALL
Council Member, City of Carlsbad

HON. PHILIP MONROE
Council Member, City of Coronado

HON. MARK LEWIS
Mayor, City of El Cajon

HON. LORI HOLT PFEILER
Mayor, City of Escondido

HON. ART MADRID
Mayor, City of La Mesa

HON. RON MORRISON
City of Oceanside

HON. MICKEY CAFAGNA
Mayor, City of Poway

HON. JACK DALE
Council Member, City of Santee

HON. MORRIS B. VANCE
Mayor, City of Vista

HON. CHERYL COX
Mayor, City of Chula Vista

HON. DAVID DRUKER
Mayor, City of Del Mar

HON. JEROME STOCKS
Mayor, City of Encinitas

HON. JIM JANNEY
Mayor, City of Imperial Beach

MARY TERESA SESSOM
Mayor, City of Lemon Grove

HON. JIM WOOD
Mayor, City of National City Mayor,

HON. JIM DESMOND
Mayor, City of San Marcos

HON. DAVID ROBERTS
Mayor, City of Solana Beach

SANDAG

PROPOSITION 42 GAS TAX
FACT SHEET

ACTION CALL: Urge the Legislature and the Governor to Protect Proposition 42 Funding

In 2006, California voters protected transportation funding by passing Proposition 1A by a 77 percent margin, demonstrating their strong support for dedicating transportation sales taxes (Proposition 42 funding) to transportation. Proposition 42 provides vital funding for major highway, public transit, and local street and road improvements that support our regional and state economies. Recent proposals to borrow Prop. 42 funds are inconsistent with the voter intent to protect transportation funding, and borrowing funds will only defer the state's fiscal crisis to a future budget year.

Delays to Regional Highway and Transit Projects in the STIP

The suspension of Prop. 42 funding could delay more than $90 million in State Transportation Improvement Program (STIP) regional and interregional transportation infrastructure projects that are currently programmed. STIP projects that may be at risk include:

STIP Project	Fiscal Year Programmed
• Mid-Coast LRT Extension to University City: $28 M	FY 2012
• Managed Lanes (No/So Stages) South Segment: $50 M	FY 2011
• CP Cardiff to CP Craven Double Track: $2.2 M plus $2.2M	FY 2012-FY 2013
• Encinitas Grade Separated Pedestrian Crossing: $1.2 M	FY 2009
• San Luis Rey River Bridge and Second Track: $3 M	FY 2012
• Del Mar Bluffs, Stabilization: $3.4 M	FY 2011

Cutbacks in Public Transit Services

At a time when public transit ridership is at an all time high, suspending Prop. 42 will have a negative impact on public transit. The 2008-09 Governor's May Revision proposes to divert $1.1 billion in public transit spillover funds, and local cuts to transit services and capital improvement projects already have been made by both the Metropolitan Transit System (MTS) and North County Transit District (NCTD). If Prop. 42 is suspended, further cutbacks to public transit in the region could include:

- MTS – An additional $9 million loss in funding, which would result in the need to cut up to $13 million in total transit services. A $13 million reduction in service would be equivalent to cutting all commuter express routes, weekend service, and possibly some night service on the San Diego Trolley.

- NCTD – Due to the diversion of spillover dollars in the current year budget, NCTD has already implemented fare increases, service cuts, and eliminated over 10 percent of its management staff and will be laying off 20 drivers effective August 9th. If Prop. 42 is suspended, an additional $3 million would have to be cut from capital projects including bus and railroad infrastructure projects.

Local Street and Road Funding

The County of San Diego and the 18 cities in the San Diego region would lose more than $44 million in funding if Prop. 42 is suspended. Table 1 below lists the effect on each local jurisdiction.

TABLE 1
Prop. 42 Local Street and Road Improvement –
Estimated Allocation for the San Diego Region

Jurisdiction	***FY 2008-09***
San Diego County	$20,123,962
Carlsbad	931,591
Chula Vista	2,093,458
Coronado	247,963
Del Mar	41,874
El Cajon	898,184
Encinitas	581,540
Escondido	1,303,457
Imperial Beach	255,372
La Mesa	517,106
Lemon Grove	235,267
National City	586,265
Oceanside	1,623,889
Poway	467, 280
San Diego	12,105,686
San Marcos	733,712
Santee	507,068
Solana Beach	123,471
Vista	872,986
Total	**$44,250,131**

AGENDA ITEM NO. 2.6

STAFF REPORT
CITY OF IMPERIAL BEACH

TO:	HONORABLE MAYOR AND CITY COUNCIL
FROM:	GARY BROWN, CITY MANAGER
MEETING DATE:	AUGUST 6, 2008
ORIGINATING DEPT.:	TOM RITTER, ASSISTANT CITY MANAGER TR
SUBJECT:	ADOPT RESOLUTION NO. 2008-6662 APPROVING THE JOB DESCRIPTION AND SALARY RANGE FOR BUILDING/CODE COMPLIANCE SPECIALIST AND AMENDING THE SALARY AND COMPENSATION PLAN ACCORDINGLY

BACKGROUND:
It is the responsibility of the City Manager to recommend to the Council revisions to the City's Classification and Salary Schedule as necessitated for the efficient and effective operation of the City.

In 2003 the City created the job description for Customer Service Specialist for a generalist position that performed a wide variety of customer service duties in support of various departments. Overtime the Customer Service Specialist job description has gradually become obsolete as the duties have been refined to the needs of specific departments. Previously the Customer Service Specialist position in the Finance Department was changed to an Account/Clerk Technician and the Customer Service Specialist position in the Personnel Department was changed to a Human Resources Technician. Staff is now recommending that the Part-time Customer Service Specialist position in the Building Department be changed to a Building/Code Compliance Specialist.

DISCUSSION:
Given that the Part-time Customer Service Specialist position ($17.67 - $22.55 per hour) in the Building Division recently became vacant staff has examined the current duties and determined that a new job description and salary range was appropriate. This position performs many tasks that are unique to the Building Division and therefore are not adequately described in the Customer Service Specialist job description. Based on the current duties of the position and a classification study of like positions in our City, staff has prepared the attached job description which properly describes the duties for this position, which is more appropriately identified as a Building/Code Compliance Specialist. Staff recommends that the salary range for the Building/Code Compliance Specialist be modified to Salary Range 32 ($14.82 – $18.91 per hour) and that the position remain part-time.

ENVIRONMENTAL IMPACT
None.

FISCAL IMPACT:
There is sufficient money in the existing FY 08-09 budget for the Part-time Building/Code Compliance Specialist position as it replaces the budgeted Part-time Customer Service Specialist position.

DEPARTMENT RECOMMENDATION:
Adopt Resolution No. 2008-6662 approving the job description and salary range for Building/Code Compliance Specialist and amending the salary and compensation plan accordingly.

CITY MANAGER'S RECOMMENDATION:
Approve Department recommendation.

Gary Brown

Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6662.
2. Building/Code Compliance Specialist job description.
3. Revised Salary and Compensation Plan Position Classifications and Monthly Compensation Schedule for FY 08-09.

ATTACHMENT 1

RESOLUTION NO. 2008-6662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE JOB DESCRIPTION AND SALARY RANGE FOR BUILDING/CODE COMPLIANCE SPECIALIST AND AMENDING THE SALARY AND COMPENSATION PLAN ACCORDINGLY

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

WHEREAS, it is the responsibility of the City Manager to recommend to the Council revisions to the City's Classification and Salary Schedule as necessitated for the efficient and effective operation of the City; and

WHEREAS, the position description for the Customer Service Specialist in the Building Division no longer appropriately describes the duties of the position; and

WHEREAS, a new job description and salary range for Building/Code Compliance Specialist was developed based on current duties and a classification study; and

WHEREAS, staff recommends that the hours for this position remain part-time not to exceed 1,000 per fiscal year;

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

1. That the above recitations are true and correct.

2. Amends the FY 08-09 Salary and Compensation Plan approving the job description and salary range for Building/Code Compliance Specialist at Salary Range 32 ($14.82 – $18.91 per hour).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of August 2008, by the following roll call vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2008-6662 – A Resolution of the City Council of the City of Imperial Beach, California APPROVING THE JOB DESCRIPTION AND SALARY RANGE FOR BUILDING/CODE COMPLIANCE SPECIALIST AND AMENDING THE SALARY AND COMPENSATION PLAN ACCORDINGLY.

_____ _____

CITY CLERK DATE

City of Imperial Beach
POSITION DESCRIPTION

Class Title:	**Building/Code Compliance Specialist**	**Job Number: 5068**	
Department:	**Community Development**	**Worker's Comp Number: 8810**	
Division:	**Building**	**Employee Labor Group: SEIU**	
Date:	**August 6, 2008**	**Salary Range: 32**	

GENERAL PURPOSE

Under general supervision of the Building Official, the Building / Code Compliance Specialist performs a variety of routine to complex administrative and clerical duties supporting the Code Compliance and Building Divisions, and related work as assigned.

SUPERVISION RECEIVED

Works under the direct supervision of the Building Official. The position may receive functional or technical supervision from higher level department staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include, but are not limited to, multi-tasking between projects, responding to requests for information, data entry/processing via City enterprise computer system, word processing, recordkeeping, filing, answering phones, receiving the public, providing customer assistance, routine and complex tasks associated with the receipt, review, and tracking of Code Compliance complaints and building permit applications, maintaining related databases, providing routine information regarding Code Compliance and Building Code requirements to the public and staff, maintaining a petty cash account, maintaining good public relations, interacting with customers and staff with tact and good judgment.

Receive, route and monitor code enforcement complaints and associated information through the investigative process of the Code Compliance Division. Assemble, route and monitor plans and associated information through various City departments and agencies during the plan review process. Assist the Code Compliance Officer(s) in the processing and monitoring of Abandoned Vehicle Abatement compliance cases. Enter appropriate information into logs and records of cases processed, permits issued, etc. Maintain and compile record files, forms and reports concerning code compliance, building inspection and plan review activities. Perform general clerical tasks and use the computer to enter data using spread sheets and maintain information in appropriate files.

Sort and file documents and records, maintaining alphabetical, index and cross reference files; maintain complex office records related to code compliance and building inspection activities. Research and assemble information from a variety of sources for the completion of forms and the preparation of reports; compile information in response to Public Records Requests. Make arithmetic or statistical calculations.

Organize and maintain various departmental files. Type correspondence, reports, forms and specialized documents from drafts, notes or brief instructions, using a word processor or other

appropriate office equipment. Proofread and check typed and other materials for accuracy, completeness, and compliance with departmental policies and regulations.

Act as receptionist, receive and screen visitors and telephone calls, and direct the caller to the appropriate person or personally handle the call. Perform a variety of other clerical tasks for division staff, including but not limited to, data entry, copying, recordkeeping, filing, and processing standard business forms. Perform other related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of:

- Standard secretarial and general office practices, methods and techniques including office equipment operation.
- Proper English usage, grammar, punctuation and spelling.
- Standard recordkeeping systems and procedures.
- Preparation of complicated documents requiring specialized typing.
- Software applications, e.g. word processing, email/calendar, spreadsheet or database on computer systems as required by the assigned tasks.

Ability to

- Type at a net rate of 40 words per minute from clear legible copy.
- Learn, apply and explain general City policies, procedures and practices.
- Learn, apply and explain routine Building Codes, Zoning, and Community Development Department policies, procedures, and practices.
- Demonstrate excellent customer service.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships.
- As necessary, maintain confidentiality of sensitive materials.
- Transcribe materials from tape or notes as determined by assignment.
- Maintain routine financial reports and records.
- Prepare and maintain a variety of code compliance, building inspection, and plan review reports and records, and answer questions from records.
- Evaluate problems and make routine decisions within established guidelines.
- Organize work, set priorities, and meet critical deadlines.
- Follow up assignments with minimum direction.
- Verify and check files and data.
- Perform simple mathematical calculations.
- Interact with the general public in a customer service oriented fashion and solve problems in a non-confrontational manner.

TRAINING AND EXPERIENCE

Any combination of education and/or experience that could likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Equivalent to completion of the twelfth grade, supplemented by specialized secretarial and/or business training with a minimum of one year of experience in an administrative and/or clerical support role in a public or private agency.

Licensing Requirements
Possession of a valid California "C" drivers license with a satisfactory driving record.

TOOLS AND EQUIPMENT USED
Personal computer, laser printer; copy machine, postage machine, phone system, voice mail, fax machine, and calculator.

WORK ENVIRONMENT
Physical Conditions:
While performing the duties of this job, the employee is frequently required to sit, talk, and hear. The employee is occasionally required to walk; use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. Hear in the normal audio range with or without correction.

Environmental Conditions:
Essential functions may require maintaining physical condition necessary for sitting, bending, stooping, walking and standing; speaking and hearing to exchange information; visual acuity to read and interpret specifications and drawings and read a computer screen. The noise level in the work environment is usually quite to moderately noisy office setting.

SELECTION GUIDELINES
Formal application, rating of education and experience, an oral interview, reference check, and job related testing may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval:_____ Approval:_____
City Manager Personnel Administrator

Revision History:

Resolution No.: 2008-6662 Effective Date: August 6, 2008

ATTACHMENT 3

City of Imperial Beach

FY 2008-09
SALARY & COMPENSATION PLAN

Effective July 1, 2008

Adopted June 18, 2008 by Resolution No. 2008-6646
Revised August 6, 2008 by Resolution No. 2008-6662

City of Imperial Beach

SECTION 1
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE

FY 2008-09

CITY OF IMPERIAL BEACH
POSITION CLASSIFICATIONS AND MONTHLY COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2008 - JUNE 30, 2009
(Revised August 6, 2008)

Job No.	Miscellaneous Employees	Range	Monthly Salary LOW		HIGH
5010	ACCOUNT/CLERK TECHNICIAN	32	2,569	-	3,278
5015	ADMINISTRATIVE ASSISTANT (CIP)	41	3,063	-	3,909
5020	ADMINISTRATIVE INTERN	29	2,335	-	2,982
5025	ADMINISTRATIVE INTERN-GIS	29	2,335	-	2,982
5030	ADMINISTRATIVE SECRETARY I	39	2,949	-	3,764
5040	ADMINISTRATIVE SECRETARY II	43	3,185	-	4,064
5050	ASSISTANT PLANNER	46	3,382	-	4,316
9000	ENVIRONMENTAL PROGRAM SPECIALIST	46	3,382	-	4,316
5065	ASSISTANT PROJECT MANAGER	52	3,916	-	4,998
5060	ASSOCIATE PLANNER	52	3,916	-	4,998
8010	BEACH LIFEGUARD I	30	2,427	-	3,098
8020	BEACH LIFEGUARD II	37	2,809	-	3,585
8030	BEACH LIFEGUARD LIEUTENANT	50	3,821	-	4,876
8040	BEACH LIFEGUARD SERGEANT	49	3,649	-	4,659
9010	BEACH MAINTENANCE WORKER	18	1,747	-	2,231
5068	BUILDING/CODE COMPLIANCE SPECIALIST	32	2,569		3,278
5070	BUILDING & PLANNING TECHNICIAN	42	3,100	-	3,958
5080	BUILDING/HOUSING INSPECTOR I	51	3,858	-	4,925
5090	BUILDING/HOUSING INSPECTOR II	55	4,240	-	5,411
9015	CAPITAL IMPROVEMENT PROGRAM MANAGER	56	4,346	-	5,547
6010	CLERK TYPIST	29	2,335	-	2,982
6020	CODE COMPLIANCE OFFICER	48	3,560	-	4,545
6030	COPIER CLERK	9	1,416	-	1,808
6040	CRAFT INSTRUCTOR	9	1,416	-	1,808
9020	CUSTODIAN	24	2,051	-	2,618
6050	CUSTOMER SERVICE SPECIALIST	41	3,063	-	3,909
4010	DEPUTY CITY CLERK (Records Technician)	43	3,185	-	4,064
4020	FINANCIAL SERVICES ASSISTANT	48	3,560	-	4,545
6065	FIRE SAFETY INSPECTOR II	55	4,240	-	5,411
6060	FIRE SAFETY INSPECTOR II (PT)	64	5,216	-	6,657
9030	FLEET SUPERVISOR	52	3,916	-	4,998
9040	GRAFFITI PROGRAM COORDINATOR	44	3,258	-	4,159
9050	GROUNDS & FACILITIES SUPERVISOR	56	4,346	-	5,547
9060	HEAVY EQUIPMENT OPERATOR	41	3,063	-	3,909
6067	HUMAN RESOURCES TECHNICIAN	41	3,063		3,909
6070	JUNIOR CLERK TYPIST	19	1,796	-	2,293
9070	MAINTENANCE WORKER	33	2,615	-	3,339
9080	MAINTENANCE WORKER I	36	2,776	-	3,544
9090	MAINTENANCE WORKER II	41	3,063	-	3,909
11110	MECHANIC HELPER	15	1,618	-	2,064
11120	MECHANIC I	40	2,983	-	3,808
11130	MECHANIC II	45	3,287	-	4,196
6073	NETWORK SYSTEMS TECHNICIAN	38	2,901	-	3,701
6075	OFFICE SPECIALIST	29	2,335	-	2,982
4030	PERSONNEL SERVICES ASSISTANT	51	3,858	-	4,925
11140	PIER/BEACH MAINTENANCE WORKER	32	2,569	-	3,278
6080	PROGRAM AIDE	10	1,451	-	1,852
11153	PUBLIC WORKS INSPECTOR	50	3,821	-	4,876

CITY OF IMPERIAL BEACH
CLASSIFICATION AND COMPENSATION SCHEDULE
EFFECTIVE JULY 1, 2008 - JUNE 30, 2009

Job No.	Miscellaneous Employees	Range	Monthly Salary LOW		HIGH
6090	PROGRAM COORDINATOR	30	2,427	-	3,098
11150	PROJECT MANAGER TECHNICIAN	45	3,287	-	4,196
7000	RECREATION LEADER	17	1,700	-	2,169
7010	RECREATION PROGRAM AIDE	10	1,451	-	1,852
7020	RECREATION PROGRAM COORDINATOR	34	2,642	-	3,372
7025	RESIDENTIAL FIRE/SAFETY INSPECTOR	39	2,949	-	3,764
7030	SENIOR ACCOUNT/CLERK TECHNICIAN	38	2,901	-	3,701
11155	SENIOR PUBLIC WORKS SUPERVISOR	64	5,216	-	6,657
11160	SEWER SUPERVISOR	50	3,821	-	4,876
11170	STREET SUPERVISOR	50	3,821	-	4,876
11180	TIDELANDS SUPERVISOR	50	3,821	-	4,876

Job No.	Fire Department (sworn)	Range	Monthly Salary LOW	HIGH
8080	FIREFIGHTER	6	3,769	4,811
8090	FIREFIGHTER/PARAMEDIC	FP6	4,195	5,354
8060	FIRE ENGINEER	7	4,195	5,354
8070	FIRE ENGINEER/PARAMEDIC	FP7	4,509	5,755
8050	FIRE CAPTAIN	8	4,964	6,336

Job No.	Management and Mid-management	Range	Monthly Salary LOW		HIGH
2020	ASSISTANT CITY MANAGER	BAND	5,807	-	10,452
6000	BUILDING OFFICIAL	BAND	5,757	-	8,496
2030	CITY CLERK	BAND	5,807	-	10,452
3010	CITY PLANNER	BAND	4,646	-	6,388
2040	COMMUNITY DEVELOPMENT DIRECTOR	BAND	5,807	-	10,452
3025	ENVIRONMENTAL PROGRAM MANAGER	BAND	4,646	-	6,388
2010	FINANCE DIRECTOR	BAND	5,807	-	10,452
3040	FINANCE SUPERVISOR	BAND	4,646	-	6,388
3050	LIFEGUARD CAPTAIN	BAND	4,646	-	6,388
3060	MANAGEMENT ANALYST	BAND	4,065	-	5,227
6071	NETWORK ADMINISTRATOR	BAND	4,646	-	6,388
2050	PUBLIC SAFETY DIRECTOR/FIRE CHIEF	BAND	5,807	-	10,452
2060	PUBLIC WORKS DIRECTOR	BAND	5,807	-	10,452
3070	PUBLIC WORKS SUPERINTENDENT	BAND	4,646	-	6,388
3080	REDEVELOPMENT COORDINATOR	BAND	5,757	-	7,347

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

AGENDA ITEM NO. 4.1

STAFF REPORT
CITY OF IMPERIAL BEACH

TO:	**HONORABLE MAYOR AND CITY COUNCIL**
FROM:	**GARY BROWN, CITY MANAGER**
MEETING DATE:	**August 6, 2008**
ORIGINATING DEPT.:	**CITY ATTORNEY**
SUBJECT:	**ORDINANCE 2008-1073 AMENDING CHAPTER 2.12 (CITY COUNCIL PROCEDURES)**

BACKGROUND:

Over the years, the procedures regarding the manner and method in which Council meetings are conducted have increasingly come in need of updating. Many of these updates relate to Brown Act and other changes in the law over the last several years. Additional changes are needed to keep up with new Fair Political Practices Commission rules. Finally, clarification of numerous policy matters is undertaken with these amendments.

DISCUSSION:

The amendments to Chapter 2.12 begin under Section 2.12.010, dealing with applicability. Language has been inserted to clarify that any legal body formed by the City Council that does not have procedural rules will follow Chapter 2.12.

Sections 2.12.020, 2.12.040(C), and 2.12.160 have amendments to ensure consistency with the Ralph M. Brown Act. These issues deal with quorum matters, the setting of meetings and disruption of commission or Council meetings.

Under Section 2.12.020(G), a clarification is made regarding the establishment of a quorum with the participation of a Councilmember who is voting under the "rule of necessity" exception to the conflict of interest rule. This clarifying language is placed in the code to cover situations where more than two Councilmembers are disqualified, but one is needed to establish a quorum to allow a matter to proceed. This language is consistent with the Political Reform Act and its underlying regulations.

Under Section 2.12.080 (Presiding Officer), some clarifying language is added to conform the code to regular practice under the routine conduct of meetings in Imperial Beach.

One of the substantive changes made to this Chapter deals with voting under Section 2.12.100. Under this amendment, all ordinances, resolutions for the expenditure of City funds or related to elections must be adopted by at least three members of the City Council. All other matters may be approved by a majority of the quorum. This is a departure from previous practice where situations arise where three members of the Council sitting cannot take an action on a majority vote. This amendment clarifies the situations in a manner, which is consistent, the practice in most general law cities.

Section 2.12.140 (Rules of Order) allows a majority of the quorum to rule on procedural matters. While this procedure has been the practice in Imperial Beach, this clarification in the code is intended to address establishing procedural rules. A similar clarification is made to the section dealing with group communications at Council meetings and speaker time limits under 2.12.150.

At the Introduction, the City Council accepted additional changes related to the ability of the Mayor to adjourn, recess or open Council meetings without a motion. This change was accepted to allow the City to continue its practice of devoting more meeting time to substantive, rather than procedural matters.

ENVIRONMENTAL DETERMINATION:

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

FISCAL IMPACT:

None.

DEPARTMENT RECOMMENDATION:

Staff Recommends the Mayor and City Council:

1. Receive report;
2. Mayor calls for the reading of the title of Ordinance No. 2008-1073, an Ordinance of the City Council of the City of Imperial Beach, California, amending Chapter 2.12 of the Imperial Beach Municipal Code (City Council Procedures) to make technical and clarifying changes;
3. City Clerk to read title of the Ordinance No. 2008-1073, and
4. Motion to dispense the second reading and adopt Ordinance No. 2008-1073 by title only.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Gary Brown

Gary Brown, City Manager

Attachments:

1. Ordinance 2008-1073

ORDINANCE NO. 2008-1073

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING CHAPTER 2.12 OF THE IMPERIAL BEACH MUNICIPAL CODE (CITY COUNCIL PROCEDURES) TO MAKE TECHNICAL AND CLARIFYING CHANGES

WHEREAS, Chapter 2.12 establishes Council procedures for the City Council of the City of Imperial Beach; and

WHEREAS, the City Council desires to clarify that these procedures apply to all committees and commissions established under the Municipal Code, who do not have separate procedures independently adopted; and

WHEREAS, the City Council desires to adopt various clarifying and technical changes to update Chapter 2.12 (City Council Procedures) to bring into closer compliance with State laws and City procedures and practices; and

WHEREAS, the City Council desires to make these policy and procedural changes applicable to all its meetings upon adoption of this ordinance.

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

SECTION 1. Chapter 2.12 of the Imperial Beach Municipal Code (City Council Procedures) is hereby amended to read as shown in Exhibit "A," which is attached here to and incorporated herein by reference as though fully set forth at this point.

SECTION 2. The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Imperial Beach shall cause this Ordinance to be published pursuant to the provisions of Government Code section 36933.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 16th day of July 2008; and thereafter **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, held on the 6th day of August 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

APPROVED AS TO FORM:

JAMES P. LOUGH
CITY ATTORNEY

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2008-1073 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING CHAPTER 2.12 OF THE IMPERIAL BEACH MUNICIPAL CODE (CITY COUNCIL PROCEDURES) TO MAKE TECHNICAL AND CLARIFYING CHANGES.

CITY CLERK

DATE

EXHIBIT "A"
to Ordinance No. 2008-1073

2.12.010. Applicability.

This chapter establishes City Council procedures. It applies to all regular and special meetings of the City Council, while sitting as the City Council or as another legal body that does not have independent procedural rules. In addition, Sections 2.12.020, 2.12.030, 2.12.050, and 2.12.070 through 2.12.160 apply to all meetings and public hearings before all City boards and commissions created pursuant to this Municipal Code.
The meanings of the terms "Mayor," "City Council," "Councilmember," and "City Clerk," include the corresponding positions of other boards and commissions when this chapter applies to them.

2.12.020. Meeting defined.

A. For purposes of this chapter, "meeting" means the gathering together of three or more members of the City Council, or a majority of the total members of a board or commission, at the time and place established by ordinance, resolution, or motion for regular or adjourned meetings, or at such other time and place authorized by law for special or emergency meetings, so that the members may act in their official capacities to make decisions, commitments, or promises. The term also includes all meanings given to it by legislative or final appellate court definitions.
B. All meetings must be open and public, with the exception that the City Council may hold closed sessions from which the public may be excluded when specifically authorized by the laws of the State of California. This Chapter incorporates the Ralph M. Brown Act (Government Code Section 54950 *et. seq.*) by reference and all provisions herein shall be construed in a manner consistent with its terms.
C. "Quorum" means three or more members of the City Council or a majority of the total members of a board or commission. If a quorum is present, regular business may be transacted.
D. Councilmembers are expected to attend all City Council meetings. If, without permission, a Councilmember fails to attend all regular City Council meetings for sixty consecutive days after the last regular meeting the Councilmember attended, that office becomes vacant and will be filled as any other vacancy.
E. If less than a quorum is gathered at the time and place and for the purpose of conducting a meeting, the Councilmembers who are present must adjourn under Section 2.12.050.
F. A Councilmember who is present at a meeting but abstains from one or more votes will be counted for purposes of constituting a quorum.
G. A Councilmember who is disqualified from voting by law will not be counted for purposes of constituting a quorum. If a Councilmember with a disqualifying interest is legally required to vote under the rule of necessity, their participation shall be counted towards the quorum.

2.12.030. Effect of nonobservance of chapter.

The failure to observe the procedures in this chapter does not invalidate any action that is otherwise lawful and is defective only for failure to follow the procedure.

2.12.040. Time and place of meetings.

A. Unless otherwise specified by resolution, the City Council must hold regular meetings on the first and third Wednesdays of each month at an hour to be set by resolution.

Regular meetings will be held in the council chambers at City Hall, 825 Imperial Beach Boulevard, Imperial Beach, or at another place within the City limits to which the meeting may be adjourned.
B. When the day for any regular meeting falls on a legal holiday, no meeting will be held that day.
C. The Mayor or any three members of the City Council may call a special meeting at any time by delivering written notice to each Councilmember and to each local newspaper of general circulation, radio, and television station that requests notice. The delivery must be made at least twenty-four hours before the meeting time specified in the notice. The notice must be posted at least twenty-four hours prior to the special meeting in a location that is freely accessible to members of the public.
1. The notice must specify the time and place of the special meeting and the business to be transacted.
2. No business other than the business specified in the notice may be considered at the special meeting.
3. Written notice to any Councilmember may be dispensed with if, at, or prior to the time the meeting convenes, the Councilmember files with the City Clerk a written waiver of notice.
4. Proper notice is deemed received by any Councilmember who is actually present at the meeting at the time it convenes.

2.12.050. Adjournment.

A. A meeting may be terminated or continued to another time, place, or date by adjournment, regardless of whether or not all matters on the agenda or under discussion have been acted on or concluded. No meeting may be terminated before all public hearings for that meeting are closed or continued to another time, place, and date. A motion to adjourn is always in order and must be decided without debate.
B. No meeting may be adjourned to a date beyond the next regular meeting. When a meeting is continued to a future date, if either the time or place is not stated in the order of adjournment, it is deemed to be at the time or place specified for regular meetings of the Council.
C. If less than a quorum appears at a regular meeting, the present Councilmembers must adjourn the meeting to a stated day and time. If no Councilmembers are present, the City Clerk must adjourn the meeting to a stated day and time. The City Clerk must deliver written notice of an adjournment to each Councilmember at least three hours before the adjourned meeting is held and must post the notice within twenty-four hours after the adjournment.
D. Once adjourned, a meeting may not be reconvened.

2.12.060. Agenda--Order of business.

A. All agenda items must be filed with the City Clerk by noon on the Wednesday preceding the regular meeting. All reports, communications, ordinances, contract documents, and other matters to be submitted to the City Council must be delivered to the City Clerk by five o'clock p.m. on the Wednesday preceding the regular meeting. Whenever feasible, each item on the agenda must contain a staff recommendation and the specific action requested of the City Council. The agenda must be made available to the public when it is made available to the City Council.
B. No matters other than those listed on the agenda may be finally acted upon by the City Council. However, matters not on the agenda may be submitted for City Council consideration and action pursuant to state law or under any of the following conditions:
1. Upon a determination by a majority vote of the City Council that an emergency situation exists, as defined in Government Code Section 54956.5;

2. Upon a determination by a two-thirds vote of the City Council, or if less than two-thirds of the Councilmembers are present, a unanimous vote of those Councilmembers present, that there is an immediate need to take action and that the need to take action came to the City's attention after the agenda was posted; or
3. The item was posted for a prior meeting of the City Council, which occurred not more than five calendar days before, and at that prior meeting, the item was continued to the meeting at which action is being taken.
C. The regular order of business may be changed or suspended for any purpose at any meeting by majority vote.

2.12.070. Minutes.

A. The minutes are a clear and concise statement of each and every City Council action, including the motions made and the votes on them. The reasons for a motion, voting, Council debate, and audience comments and reactions are generally irrelevant for purposes of the minutes. The City Clerk determines the scope and format for the minutes of all meetings, including those of boards and commissions, and has exclusive responsibility for preparing the minutes. Changes in the minutes may be made only by action of the City Council.
B. Minutes may be approved without a reading if the City Clerk has previously furnished each Councilmember with a copy.
C. Records of each closed session of the City Council must be kept as required by state law.

2.12.080. Presiding officer.

A. The Mayor is the presiding officer at all City Council meetings. In the absence of the Mayor, the Mayor pro tempore is the presiding officer and shall perform all duties of the Mayor under this Chapter in the Mayor's absence. In the absence of the Mayor and the Mayor pro tempore, the City Clerk will call the council to order, and the Councilmembers who are present will elect a temporary presiding officer, who will serve until the arrival of the Mayor or Mayor pro tempore or until adjournment.
B. The Mayor must sign all ordinances and resolutions. All other documents shall be signed by the Mayor or the Mayor's designee as determined by the action of the City Council. The Mayor must preserve strict order and decorum at all regular and special meetings of the Council. The Mayor must state, or call upon the Clerk to state, every question before the City Council, call for the vote, and announce the decision of the City Council on all subjects. The Mayor decides all questions of order, including recess or adjournment of the meeting; however, if any Councilmember appeals a decision, a majority vote of the City Council will govern and conclusively determine that question of order, including recess or adjournment.
C. The Mayor has the power, authority, and discretion to do the following without a vote of the City Council:
1. Set time limits on City Council discussions of any matter;
2. Set time limits on communications from members of the public to the City Council. No member of the public may address the City Council for more than three minutes on any agenda item without the consent of the Mayor;
3. Declare the opening of public hearings;
4. Rule that any motion on a subject not on the agenda is out of order, in which case the motion becomes void;
5. Table any motion on any matter until the next regular or special City Council meeting, whenever the City Attorney advises that there is a question as to the validity or constitutionality of a proposed course of action;
6. Require that any witness testifying to facts at any public hearing be sworn before proceeding further with testimony;

7. Rule any speaker out of order, terminate any person's communication with the City Council, or declare a recess in order to establish order at any meeting;
8. Move, second, and debate, subject only to the limitations of debate that are imposed on all Councilmembers.
9. Open, recess and close all council meetings.
D. The Mayor may not be deprived of any of the rights and privileges of a Councilmember by reason of being Mayor or acting as the presiding officer.
E. The Mayor has and may exercise all other powers and duties as are authorized by law.

2.12.090. Hearings.

A. The term "hearing" includes all public hearings required by federal, state or local law, employee disciplinary proceedings, and proceedings for the revocation, suspension, or reinstatement of permits, licenses, and franchises.
B. Public hearings are conducted in the following order:
1. Hearing opened by the Mayor;
2. Staff reports presented;
3. Public comments received;
4. Hearing closed by majority vote;
5. Deliberation by the City Council; and
6. Action taken by majority vote.
C. At the time and place designated in the notice, the City Council must afford any interested person or that person's authorized representative, or both, the opportunity to present witnesses, documentary evidence, statements, arguments, or contentions, orally or in writing, subject to the rules in this chapter.
D. All statements, documents, exhibits, communications, petitions, maps, and other items submitted at the hearing may be considered by the City Council as evidence and, in that event, retained as part of the record. Whenever practical, a written staff report must be prepared and presented as part of the staff presentation. Evidence may not be taken outside the Council chambers and may not be considered by the City Council, except when, during the hearing, the meeting is adjourned to a particular place and time for the purpose of taking visual or demonstrative evidence.
E. If a Councilmember is absent for a hearing that is continued to a subsequent meeting, that Councilmember may participate in the matter at the subsequent meeting, if otherwise qualified, upon stating for the record that the Councilmember has listened to the tape recording of the prior portions of the hearing, reviewed the written record and is prepared to participate.
F. Any hearing may, by minute action, be continued to any subsequent regular or adjourned meeting of the City Council in compliance with the laws of the State of California.

2.12.100. Voting.

A. When a motion is made, a vote on the motion must be taken by voice, roll call, or voting device and entered in full upon the record.
B. A Councilmember's vote may be changed only upon a timely request to do so immediately following the announcement of the vote by the City Clerk and before the next item in the order of business is taken up.
C. All Ordinances and any resolutions for the expenditure of City funds or matters relating to elections must be adopted by a majority vote of the full City Council, unless a greater number of votes is required by law.
D. When a majority vote cannot be obtained and one or more Councilmembers is absent, that matter will automatically be added to a future agenda so that it can be considered at least once by the City Council with all Councilmembers present.

E. All other resolutions and motions may be approved by a majority vote of the quorum, unless law requires a greater number.

2.12.110. Speaking rights of members.

A. Every Councilmember desiring to speak must address the Mayor and, upon recognition by the Mayor, must confine comments to the question under debate and avoid personal and indecorous language.
B. A Councilmember, once recognized, may not be interrupted when speaking, except for a call to order. If called to order while speaking, a Councilmember must cease speaking until the question of order is determined. If the Councilmember is determined to be in order, the Councilmember may proceed.
C. The Councilmember moving the adoption of an ordinance, resolution, or Council action has the privilege of closing the debate.

2.12.120. Motions.

A. No motion may be debated or voted upon unless it has received a second. Only one motion may be considered by the City Council at any time.
B. A motion to reconsider an action by the City Council may only be made at the meeting at which that action was taken. A Councilmember on the prevailing side must make such a motion. The motion may be made whenever no other motion is pending. The motion takes precedence over all other motions and is subject to debate. If the action to be reconsidered was a public hearing item, it must be re-noticed as originally required and considered at a future meeting, unless a finding is made by a majority vote that all of the interested members of the public who were present are still present in the council chambers.
C. Any Councilmember may make or remake a motion at a City Council meeting, except when the subject matter of the motion has been tabled.
D. A motion to table takes precedence over all other motions and is subject to debate. When a motion to table is passed, the matter may not be considered by the City Council again unless the matter is removed from the table by a majority vote.
E. Once tabled, a matter may not be placed on the agenda or discussed unless a Councilmember who voted to table the matter requests that the matter be removed from the table or requests the City Clerk to place the matter on the agenda for the purpose of determining whether or not the matter should be removed from the table.

2.12.130. Reasons for dissent.

Any Councilmember may have the reasons for that Councilmember's dissent from or protest against any action of the City Council entered in the record and the minutes.

2.12.140. Rules of order.

A. Except as otherwise provided in this chapter, proceedings of the City Council are governed by common sense and good taste. If a dispute concerning procedural matters is not specifically covered in this chapter, the majority vote of the quorum prevails. Any procedural decision of the Mayor may be overruled by a majority vote of the quorum.
B. Rules adopted to expedite the transaction of the City Council's business in an orderly fashion are deemed to be procedural only, and the failure to strictly observe those rules does not affect the jurisdiction of the City Council or invalidate any action taken at a meeting that is otherwise held in conformity with the law.

2.12.150. Addressing the council.

A. Any person desiring to address the City Council must first obtain permission from the Mayor. Unless the Mayor rules otherwise, any person may address the City Council upon obtaining permission from the Mayor, subject to the following:
1. Public Hearings. Interested persons and their authorized representatives may address the City Council orally or in writing regarding matters which are then subject to a public hearing under Section 2.12.090.
2. Non Hearing Matters. Interested parties and their authorized representatives may address the City Council orally or in writing regarding matters with which they are concerned and which are then the subject of City Council discussion. When copies of written communications are furnished to each Councilmember present, the communications will not be read aloud at the meeting unless so ordered by a majority vote. Written communications from the administrative staff will not be read aloud unless requested by a Councilmember.
3. Public Comment. A person may address the City Council during public comment regarding any matter with which the person is concerned. The City Council may not discuss any matter not on the agenda or take any action except to refer that matter to a future agenda.
4. Written Notice. All speakers must give written notice to the City Clerk, in a form approved by the City Council, which will be entered in the meeting minutes.
5. Addressing the Council. Each person addressing the City Council must speak into the microphone at the speaker's podium, state his or her name and address in an audible tone for the record, and, unless further time is granted by the Mayor, limit the address to three minutes. All remarks must be addressed to the City Council as a body and not to any individual Councilmember. No person other than the
City Council and the person having the floor may enter into any discussion, either directly or through a Councilmember, without the permission of the Mayor.
6. Limitation to Agenda Item. Except during public comment, the Mayor may not permit any communication, written or oral, to be made or submitted unless the communication addresses the agenda item then under discussion.
7. Consent Required. No person may address or question a Councilmember, the staff, or any other person without the prior consent of the Mayor.
8. Anonymous Communications. Anonymous communications may not be considered or placed on the agenda.
9. Group Communications. When an identifiable group of persons, as opposed to the public at large, wishes to address the City Council on the same agenda item, the Mayor may request that a spokesperson be chosen by the group to address the City Council. If additional issues are to be presented at the hearing by any other member of the group, the Mayor may limit the number of persons and the speaking time, so as to avoid the unnecessary repetition of issues. The amount of time given to the spokespersons of any group shall be determined by the Mayor based on the numbers of persons present that the spokesperson is representing, the complexity of the issue and the time constraints of the Council's meeting agenda, typically no longer than ten minutes.
10. Time Limits. The Mayor may limit a person's speaking time to a reasonable period (typically three minutes for individuals) so that the business of the City Council is performed expeditiously and unnecessary repetition is avoided. Further time may be granted to the person addressing the City Council by the Mayor or by a majority vote of the City Council from a person or persons who are present when the speaker addresses the City Council for no more than a total of six minutes. Individuals donating their time waive their individual time to speak on the matter.

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

2.12.160. Rules of decorum--Enforcement.

A. While the City Council is in session, all persons must preserve the order and decorum of the session. A Councilmember may not delay or interrupt the proceedings or the peace of the City Council, disturb any Councilmember while speaking, or refuse to obey the orders of the City Council or the Mayor, except as otherwise provided in this chapter.
B. Any person who disrupts or impedes the orderly conduct of a City Council meeting by making personal, impertinent, or slanderous remarks, by becoming boisterous while addressing the City Council, or by engaging in any other disorderly conduct will be immediately barred from further audience before that session of the City Council by the Mayor, unless permission to continue is granted by a majority vote.
C. Any person who disrupts or impedes the orderly conduct of a City Council meeting by acting in a disorderly, contemptuous, or insolent manner toward, or by becoming boisterous while addressing the City Council, a Councilmember, or a staff member is subject to the criminal penalties of this code. Any person who fails, on demand of the Mayor, to comply with any lawful order is subject to the criminal penalties of this code. When any person acts to disrupt the meeting or impedes the orderly conduct of the meeting, the Mayor or the City Council may recess the meeting until order can be restored.
D. The City Manager may designate one or more appropriate persons to act as sergeants at arms to carry out all orders and instructions given by the Mayor for the purpose of maintaining order and decorum at the City Council meeting. Upon instruction from the Mayor, it is the duty of the sergeant at arms to place any person who violates the order and decorum of the meeting under arrest and cause that person to be prosecuted under this code. The Mayor or another appropriate person who is present must sign the complaint.

2.12.170. Attendance may be compelled by subpoena.

If less than a quorum is present at a meeting, the attendance of absent Councilmembers may be compelled by a subpoena that is signed by the Councilmember presiding over the Councilmembers constituting less than a quorum. A subpoena may issue only upon a majority vote of the Councilmembers convening for the purpose of issuing the subpoena. A Councilmember must obey a subpoena and participate in good faith in the meeting to which the Councilmember is subpoenaed, so that the essential business of the City Council may be conducted. A Councilmember who fails to obey a subpoena or to participate in the meeting is subject to the criminal penalties of this code.

Imperial Beach Redevelopment Agency

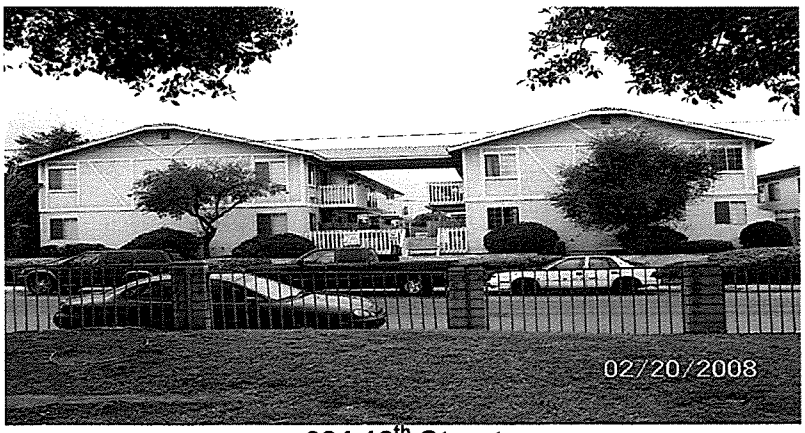
AGENDA ITEM NO. 6.1

STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY

TO:	**CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY**
FROM:	**GARY BROWN, EXECUTIVE DIRECTOR**
MEETING DATE:	**AUGUST 6, 2008**
ORIGINATING DEPT.:	**COMMUNITY DEVELOPMENT DEPARTMENT** **GREG WADE, DIRECTOR** GW **GERARD E. SELBY, REDEVELOPMENT COORDINATOR**
SUBJECT:	**LOAN AGREEMENT WITH BEACHWIND COURT, L.P, FOR THE ACQUISITION AND REHABILITATION OF 624 12TH STREET**

BACKGROUND

In February 2008, Chelsea Investment Corporation ("Chelsea") requested gap financial assistance from the Imperial Beach Redevelopment Agency ("Agency"). Chelsea proposes to acquire and rehabilitate a 15-unit apartment building at 624 12th Street ("Beachwood Court") in Imperial Beach for affordable rental housing through a limited partnership entity entitled Beachwind Court, L.P.



624 12th Street

Chelsea submitted a project description and pro-forma to the Agency. The Agency's independent economic consultant, Keyser Marston Associates, Inc. ("KMA"), completed a review of the Developer's acquisition/rehabilitation proposal and financial pro forma. The KMA review determined that the estimated costs for acquisition and rehabilitation were consistent with industry standards, as well as the KMA experience on recent comparable developments. In addition, KMA determined that the Developer's proposed sources of financing, conventional loan and low-income housing tax credits were appropriate estimates based on key factors such as project size and projected rental income.

In March 2008, the Redevelopment Agency authorized the Executive Director to execute a commitment Letter to Chelsea expressing the conditional commitment of the Agency's Low and Moderate Income Funds for the development of affordable housing at 624 12th Street. At that time, the original loan request was for $1,472,000. Due to lower tax credits (the yield was reduced from 95% to 84%) and the inclusion of a one-time in-lieu fee paid to the Agency that replaces the property tax lost by the tax-exempt status of Beachwind Court L.P.'s ownership (referenced as "Pilot Fees") the financing gap has increased to $1,945,000 or $130,000 per affordable unit. The proposed new Agency loan amount is $1,945,000.

A goal of the Palm Avenue/Commercial Redevelopment Project 5-Year Implementation Plan's Affordable Housing program is to facilitate the acquisition and rehabilitation of deteriorated multi-family residential units in order to provide affordable housing opportunities for low-income residents. The Agency is mid-way through the Housing Compliance Plan and the Agency has spent approximately $1,210,000, or roughly 16.5% of the available funds for very low income residents. The proposed project targets both low and very low-income categories. The proposed expenditure will exceed the minimum targets. The City will exceed its very low-income housing goal for the 10-year Housing Compliance Plan.

The proposed project provides affordable very-low and low-income rental housing to fifteen (15) households at 50% and 60% of the Average Median Income (AMI) for the County of San Diego. There are six existing households in the project that are eligible to live in the project upon completion of the rehabilitation. Those households will stay in the project and be relocated within the project as units become available. A qualifying household of four at 50% AMI would have an annual income of less than $39,500 and a qualifying household of four at 60% AMI would have an annual income of less than $47,400. The Median Income for a 3-person household in the San Diego region is $71,100 and for a 4-person household it is $79,000.

It is a State mandated function of the Agency to expend these housing set-aside funds on projects and programs that provide for the development or substantial rehabilitation of affordable housing. Agency staff views the request from Chelsea as an excellent opportunity to acquire and rehabilitate an existing apartment building and convert it to affordable housing through the use of the Agency's set-aside funds.

DISCUSSION

Proposed Terms of the Loan Agreement

Proposed provisions of the agreements include the following:

- The Agency will provide financial assistance in the amount of $1,945,000.

- The proposed Agreement has been structured as a residual receipts loan (3% simple interest), which will be effective upon the Developer's acquisition of the property and procurement of construction financing. It is a residual receipts loan, but not a forgivable loan. The consequence of this is that during the 55 year period, the Agency will receive repayment of the loan from 50% of residual receipts (which may amount to very little, if anything). However, the principal and interest on the balance of the Agency loan is due when the 55 year covenant period ends.

- The City of Imperial Beach will receive a onetime payment of $175,000 which is the net present value of the Pilot Fees.

- Sixty-five percent (65%) of the Agency's loan will be disbursed at close of escrow and the remainder will be disbursed three months after completion of the project. As a condition precedent to the effectiveness of the Agency loan, the Developer must record 55 year Affordability Covenants on the property.

- Covenants on the property will remain senior to all other financing. The Agency's deed of trust, which secures repayment of the Agency loan and all other Agency imposed obligations, will be subordinate to the deed of trust recorded by the Developer's construction financing lender.

- Seven of the units will be restricted for rental and occupancy by very low-income households earning at or below 50% AMI. Eight of the units will be restricted for rental and occupancy by low-income households earning at or below 60% AMI.

- If the property is sold or transferred prior to the end of the affordability period, the loan balance and all accrued interest are due and payable upon transfer or sale.

- Imperial Beach Redevelopment Agency will monitor rents and tenant incomes annually.

Project Costs

Direct Costs	$871,000
Indirect Cost	$686,500
Acquisition Costs	$2,190,875
Financing Costs	$298,489
PILOT Fees	$175,000
Total	**$4,221,864**
Or Say (rounded)	**$4,222,000**

Source of Funds

Agency	$1,945,000
Tax Credits	$1,055,000
Deferred Developer Fee	$85,000
Supportable Loan	$1,107,000
Income during Const.	$30,000
Total	**$4,222,000**

Proposed Property Improvements

The proposed renovations will include the following:

- Installation of new exterior lighting
- Replacement of all windows and sliding doors
- Replacement of all interior doors, hardware, molding, etc.
- Replacement of all kitchen cabinetry
- Installation of new countertops in kitchen and bath
- Installation/replacement of kitchen and bath hardware
- Installation of new entrance stairway
- Installation of new interior flooring and interior painting
- Replacement of switches and plugs and other incidental electrical work
- Façade improvements (remove lattice and new paint)

ENVIRONMENTAL IMPACT

This Project is exempt from the requirements of the State of California Environmental Quality Act ('CEQA") pursuant to CEQA Guideline Section 15301 (Existing Facilities) in that the Project involves minor alterations of existing structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansions of use.

FISCAL IMPACT

There are approximately $4.2 million of redevelopment bond funds and tax increment set aside for affordable housing in the Redevelopment Agency budget.

DEPARTMENT RECOMMENDATIONS

Staff recommends that the Redevelopment Agency adopt Resolution No. R-08-157 authorizing the Executive Director to execute a Loan Agreement with the Beachwind Court, L.P. for the Acquisition and Rehabilitation of 624 12th Street.

EXECUTIVE DIRECTOR'S RECOMMENDATION

Approve Department recommendation.

Gary Brown, Executive Director

ATTACHMENTS

1. Loan Agreement
2. Resolution No. R-08-157

Attachment 1

AFFORDABLE HOUSING LOAN AGREEMENT

by and between

IMPERIAL BEACH REDEVELOPMENT AGENCY,

"AGENCY"

and

BEACHWIND COURT, L.P., a California limited partnership,

"BORROWER"

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AFFORDABLE HOUSING LOAN AGREEMENT

This AFFORDABLE HOUSING LOAN AGREEMENT (this "Agreement") is entered into as of _____, 2008, by and between the **IMPERIAL BEACH REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Agency"), and BEACHWIND COURT, L.P., a California limited liability company ("Borrower"). The Agency and Borrower hereby covenant and agree as follows:

ARTICLE 1. SUBJECT OF AGREEMENT

1.1 Purpose of the Agreement

a. The purpose of this Agreement is to implement the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area in the City of Imperial Beach (the "Redevelopment Plan") and, in accordance thereof, increase and improve the supply of affordable housing within the City of Imperial Beach ("City") by providing financial assistance to Borrower to pay a portion of the costs for the acquisition and rehabilitation of a 15-unit affordable rental residential housing development (the "Project") upon certain real property (the "Property").

b. The financial assistance for the acquisition and rehabilitation of the Project is to be provided in the form of an Agency loan to Borrower. The acquisition and rehabilitation of the Project pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable federal, state and local laws and requirements under which the Project is to be undertaken and is being assisted.

1.2 The Redevelopment Plan

This Agreement is authorized by and made in furtherance of the Redevelopment Plan, which was approved and adopted by the City Council of the City of Imperial Beach on February 7, 1996, by Ordinance No. 96-901, and lawfully amended thereafter.

1.3 The Project

The Project consists of the acquisition and rehabilitation of a 15-unit affordable rental residential housing development on the Property, in accordance with this Agreement. The Property is more particularly described in the Legal Description, which is attached hereto as Attachment No. 1 and incorporated herein by this reference.

1.4 Definitions

"50% AMI Household" shall mean a household income that does not exceed 50% of AMI.

"60% AMI Household" shall mean a household income that does not exceed 60% of AMI.

"Acquisition Costs" shall mean the total of costs associated with acquisition of the Property, as set forth in the Project Budget.

"Affiliate" shall mean (1) any Person directly or indirectly controlling, controlled by or under common control with another Person; (2) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other Person; or (3) if that other Person is an officer, director, member or partner, any company for which such Person acts in any such capacity. The term "control" as used in the immediately preceding sentence, shall mean the power to direct the management or the power to control election of the board of directors. It shall be a presumption that control with respect to a corporation or limited liability company is the right to exercise or control, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, control is the possession, indirectly or directly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"Affordable Rent" shall mean rent that meets the requirements of California Health and Safety Code section 50053, as specifically set forth in the Agreement Containing Covenants.

"Affordable Unit" shall mean each of the fifteen (15) residential rental units to be restricted for rental to and occupancy by 50% AMI Households and 60% AMI Households, in accordance with the Agreement Containing Covenants.

"Agency" means the Imperial Beach Redevelopment Agency.

"Agreement Containing Covenants" shall mean the Agreement Containing Covenants Affecting Real Property (Including Rental Restrictions), in substantially the form attached hereto as Attachment No. 6 and incorporated herein by reference, to be entered into by and between the Agency and the Borrower, which shall be recorded on the Closing Date.

"Area Median Income" or "AMI" shall mean the area median income for the County of San Diego as published in title 25, section 6932 of the California Code of Regulations, as amended from time to time.

"Assignment and Assumption Agreement" shall mean the agreement substantially in the form attached hereto as Attachment No. 11 and incorporated herein by this reference.

"Borrower" shall mean Beachwind Court, L.P., a California limited partnership, and its successors and assigns.

"Borrower's Equity" shall mean Borrower's equity contribution to the Project.

"City" means the City of Imperial Beach.

"Close of Escrow" or "Closing" shall mean the point in time when all conditions precedent to the Construction Financing for the acquisition and rehabilitation of the Property have been satisfied and the Deed of Trust, UCC-1 Financing Statement, and Agreement Containing Covenants have been recorded, respectively, against the Property.

"Closing Date" shall mean the date of Close of Escrow.

"Completion" shall mean the point in time when all of the following shall have occurred on the Project: (1) issuance of a permanent certificate of occupancy by the City of Imperial Beach; (2) recordation of a Notice of Completion by Borrower or its contractor; (3) certification by the project architect that construction of the Project (with the exception of minor "punchlist" items) has been completed in a good and workmanlike manner and substantially in accordance with the approved plans and specifications; (4) any mechanic's liens that have been recorded or stop notices that have been delivered have been paid, settled or otherwise extinguished, discharged, released, waived, bonded or insured against; and (5) the issuance by the Agency of the Release of Construction Covenants.

"Construction Financing" shall mean that construction financing set forth in the Sources of Funds listed in the Method of Financing.

"Deed of Trust" shall mean the Deed of Trust, Security Agreement and Fixture Filing securing the Loan, in substantially the form attached hereto as Attachment No. 8, to be recorded on the Closing Date.

"Deferred Developer Fee" shall mean that amount described in the Method of Financing.

"Development Costs" shall mean the total of costs associated with the development of the Property in accordance with the Scope of Development and as set forth in the Project Budget.

"Developer Fee" shall mean a developer fee to be paid in accordance with the Method of Financing.

"Director" shall mean the Agency's Executive Director or designee. Unless otherwise provided herein or unless the Agency otherwise notifies the Borrower, any matter to be approved (or disapproved) by the Agency or any action to be taken by the Agency pursuant to this Agreement, shall be approved (or disapproved) or shall be taken, as the case may be, by the Director.

"Environmental Indemnity" shall mean the Environmental Indemnity dated and executed by Borrower as of the Closing Date, in substantially the form attached hereto as Attachment No. 10.

"Exterior Maintenance Plan" shall mean the plan prepared by Borrower in accordance with Section 4.2 of this Agreement.

"Hazardous Materials" shall mean any substance, material or waste which is or becomes regulated by the United States government, the State of California, or any local or other

governmental authority, including, without limitation, any material, substance or waste which is (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code; (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code; (v) petroleum; (vi) asbestos; (vii) a polychlorinated biphenyl; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20; (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6903); (xi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601); or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any governmental requirements either requires special handling in its use, transportation, generation, collection, storage, treatment or disposal, or is defined as "hazardous" or is harmful to the environment or capable of posing a risk of injury to public health and safety.

"Loan" shall mean the loan to be made by Agency to Borrower in the principal amount of ONE MILLION NINE HUNDRED AND FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($1,945,000.00) to pay for a portion of the Project Costs.

"Loan Documents" shall mean, collectively, this Agreement, the Deed of Trust, UCC-1 Financing Statement, the Note and the Agreement Containing Covenants.

"Management Plan" shall mean the plan prepared by Borrower in accordance with Section 4.2 of this Agreement.

"Method of Financing" shall mean the Method of Financing attached to this Agreement as Attachment No. 5 and incorporated herein by this reference.

"Miscellaneous Costs" shall mean those costs listed as Miscellaneous Costs in the Project Budget.

"Note" shall mean the Promissory Note evidencing the Loan in substantially the form attached hereto as Attachment No. 7 and incorporated herein by reference, executed by Borrower in favor of the Agency.

"Permitted Mortgage" means the conveyance of a security interest in the Property to one or more Permitted Mortgagees to secure the Construction Financing described in the Method of Financing, or any conveyance of a security interest in the Property for permanent financing described in the Method of Financing, or the conveyance of title to a Permitted Mortgagee or its assignee in connection with a foreclosure or a deed in lieu of foreclosure of such loan.

"Permitted Mortgagee" means the holder of a Permitted Mortgage.

"Permitted Mortgage Loan" means the obligations secured by a Permitted Mortgage.

"Permitted Transfer" means any of the following:

a. An assignment of this Agreement and all of Borrower's interests in the Property to a limited liability company or another entity in which Borrower's principal owners, as of the date hereof, or any Affiliate, owns a majority interest and has control over management, or a sale back from such entity to Borrower;

b. An assignment of the Property to a tax credit limited partnership for the purpose of receiving low income housing tax credits;

c. Concurrently with or after the Closing, either before or after Completion, any Permitted Mortgage;

d. The inclusion of equity participation in Borrower, by the sale, transfer, syndication or addition of ownership interests, including but not limited to stock, limited partnership shares or limited liability company shares, or similar mechanism, so long as Borrower or its principal owners as of the date of execution of this Agreement continue to own a majority interest and have control over management;

e. The admission of limited partners to the Borrower partnership;

f. The conveyance of the Property to one or more general partners of Borrower after the fifteen year tax credit compliance period.

The documentation evidencing any such transfer shall be subject to the reasonable approval of the Director or designee in accordance with the standards set forth in the respective provisions of this Agreement.

"Permitted Transferee" means the transferee of a Permitted Transfer.

"Person" shall mean and include a natural person or a partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, domestic or foreign.

"Project" means the 15-unit affordable rental residential housing development to be constructed on the Property, in accordance with this Agreement.

"Project Budget" shall mean the budget attached to this Agreement as Attachment No. 4, incorporated herein by this reference, which identifies: (i) the Project Costs; and (ii) the sources and uses of funds applicable thereto, as such budget may be revised from time to time with the approval of the Agency and Borrower.

"Project Costs" shall mean all Acquisition Costs, Development Costs and Miscellaneous Costs attributable to the Project.

"Property" shall mean that certain real property upon which the Project is located, as more particularly described in the Legal Description attached hereto as Attachment No. 1.

"Release of Construction Covenants" shall mean the certificate described in Section 3.16 of this Agreement, in substantially the form attached hereto as Attachment No. 12, and incorporated herein by this reference.

"Schedule of Performance" shall mean the Schedule of Performance attached hereto as Attachment No. 2, and incorporated herein by this reference.

"Scope of Development" shall mean the Scope of Development attached hereto as Attachment No. 3, and incorporated herein by this reference.

"Sources of Funds" shall mean the sources of funds listed in the Project Budget.

"Tax Credits" shall mean low-income housing tax credits allocated by the California Tax Credit Allocation Committee ("TCAC"), pursuant to Federal law.

"Tax Credit Equity" shall mean proceeds from the sale of Tax Credits.

"Tax Credit Equity Investor" shall mean a Person who will be an investor limited partner in Borrower's limited partnership for the purposes of rehabilitating the Affordable Units, and who will obtain 99% or more of the Tax Credits.

"Title Company" shall mean a title insurance company reasonably acceptable to all parties.

"Title Policy" shall mean ALTA lender's policies of title insurance in favor of Agency in the amount of the Loan.

"Title Report" shall mean that certain Title Report, dated July 14, 2008, attached hereto as Attachment No. 5A and incorporated herein by reference.

"Transfer" shall mean any assignment, sale, lease, conveyance or other transfer of the Property or any portion thereof or interest therein, by any means or method.

"UCC-1 Financing Statement" shall mean the UCC-1 Financing Statement, in substantially the form attached hereto as Attachment No. 9, to be executed by Borrower in favor of the Agency with respect to the Property.

1.5 Parties to the Agreement.

1.5.1 The Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers. The address of the Agency for purposes of receiving notices pursuant to this Agreement is:

Imperial Beach Redevelopment Agency
825 Imperial Beach Boulevard
Imperial Beach, California 91932
Attention: Jerry Selby, Redevelopment Coordinator
Phone: (619) 424-2226
Fax: (619) 424-4093

"Agency" as used in this Agreement includes the Imperial Beach Redevelopment Agency, and any assignee of or successor to its rights, powers and responsibilities.

1.5.2 Borrower

Borrower is a California limited partnership, whose general partner is CIC Beachwind, LLC, a California limited liability company, and limited partner is James J. Schmid, an individual. The address of Borrower for purposes of receiving notices pursuant to this Agreement is:

CIC Beachwind, LLC
c/o Chelsea Investment Corporation
5993 Avenida Encinas, Suite 101
Carlsbad, CA 92008
Attention: James J. Schmid
Phone: (760) 456-6000
Fax: (760) 456-6001

"Borrower" as used in this Agreement includes Borrower and any assignee of or successor to its rights, powers and responsibilities under this Agreement, provided such assignees or successors obtained their interest pursuant to a Permitted Transfer or have been approved by the Agency in accordance with the provisions of this Agreement.

1.6 Assignments and Transfers

a. Borrower represents and agrees that its undertakings pursuant to this Agreement are for the purpose of redevelopment of the Property and not for speculation in land holding. Borrower further recognizes that the qualifications and identity of Borrower are of particular concern to Agency, in light of the following: (1) the importance of the redevelopment of the Property to the general welfare of the community; (2) the public assistance that has been made available by law and by the government for the purpose of making such redevelopment possible; and (3) the fact that a change in management or control of Borrower or any other act or transaction involving or resulting in a significant change in management or control of Borrower, is for practical purposes a Transfer or disposition of the property then owned by Borrower. Borrower further recognizes that it is because of its qualifications and identity that Agency is entering into the Agreement with Borrower. Therefore, no voluntary or involuntary successor in interest of Borrower shall acquire any rights or powers under this Agreement except as expressly set forth herein.

b. Prior to Release of Construction Covenants, except as to Permitted Transfers, Borrower shall not Transfer all or any part of this Agreement, or any interest herein, without the prior written approval of the Director.

c. All Transfers, including Permitted Transfers to a different person or entity (but not Permitted Transfers where there is no change in the Borrower entity), shall be evidenced by the Borrower's, the assignee's, and Agency's execution of an Assignment and Assumption Agreement, substantially in the form attached to this Agreement as Attachment No. 11.

d. Borrower represents and agrees for itself and any successor in interest that prior to Release of Construction Covenants, unless the prior written approval of the Agency is obtained, there shall be no significant change in the ownership of the Borrower or with respect to the identity of the parties in control of the Borrower, by any method or means, except Permitted Transfers. Permitted Transfers shall be subject to the Agency's review of documentation evidencing the Permitted Transfer.

e. Prior to Release of Construction Covenants, Borrower shall promptly notify the Agency of any and all changes whatsoever in the identity of the parties in control of Borrower, or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. Except for Permitted Transfers, this Agreement may be terminated by the Agency if there is any significant change (voluntary or involuntary) in membership, management or control, of Borrower, or the persons in control of Borrower prior to Release of Construction Covenants.

f. For purposes of this Section 1.6, a significant change shall mean any change in the identity of the Person or entity having ownership or control of Borrower and/or the activities and construction of the Project contemplated by this Agreement.

g. Borrower agrees to reimburse Agency for Agency's reasonable costs and attorneys' fees incurred in connection with the processing and documentation of any Transfer, change of ownership or hypothecation of this Agreement or Borrower's interest in and at the Property, or any part thereof, which requires Agency's approval hereunder, provided such reimbursement does not exceed $5,000 in any single instance.

h. The acceptance by Agency of any payment due hereunder from any other person shall not be deemed to be a waiver by Agency of any provision of this Agreement or to be consent to any Transfer. Consent by Agency to one or more Transfers of this Agreement shall not operate as a waiver or estoppel to the future enforcement by Agency of its rights pursuant to the provisions of this Agreement.

i. If, except as provided in this Section 1.6, there is an assignment of this Agreement, or change in the management or control of Borrower which the Director or designee does not approve, the Agency may take such reasonable action as the Agency may deem appropriate to ensure that the purposes of this Agreement will be carried out, including, without limiting the generality of the foregoing, terminating this Agreement and exercising any rights set forth in the Loan Documents.

j. The restrictions of this Section 1.6 shall terminate upon the Release of Construction Covenants. After the Release of Construction Covenants, any restrictions on Transfers shall be as set forth in the Loan Documents.

No sale, transfer, conveyance or assignment of this Agreement or the Property (or any portion thereof), or approval by the Agency of any such sale, transfer, conveyance or assignment, shall be deemed to relieve the original nor any successor Borrower or any other party from any obligations under this Agreement unless the Agency provides a specific written agreement of release.

1.7 No Encumbrances Except Approved Security Instruments

Except for a Permitted Mortgage, Borrower may not cause or allow any security instruments to be recorded against the Property.

ARTICLE 2. FINANCING

2.1 Project Budget

The Project Costs are set forth in the Project Budget (Attachment No. 4). The Project Budget may be subject to change from time-to-time, in accordance with the Method of Financing (Attachment No. 5).

2.2 Method of Financing

Borrower shall obtain the funds needed to pay Project Costs from the Sources of Funds described in the Project Budget, in accordance with the Method of Financing.

2.3 Loan

2.3.1 Loan Amount

In furtherance of the Method of Financing, and in accordance with and subject to all the terms, conditions and covenants of this Agreement, the Agency agrees to lend, and Borrower agrees to borrow, an amount not to exceed ONE MILLION NINE HUNDRED AND FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($1,945,000.00) (the "Loan"). The Loan shall be made solely from the Agency's Low and Moderate Income Housing Fund, established pursuant to Health and Safety Code Sections 33334.2(a) and 33334.3 and from no other source of funds. Agency understands and agrees that Borrower is materially relying on the foregoing representation in carrying out its responsibilities under Section 3.10 hereof.

2.3.2 Terms of the Loan

a. The Loan shall be evidenced by the Note (Attachment No. 7) and secured by the Deed of Trust (Attachment No. 8) and a UCC-1 Financing Statement (Attachment No. 9)(collectively referred to herein as the "Loan Instruments").

b. Except as expressly set forth herein and/or in the Method of Financing, the Loan Instruments shall be senior to any other lien or security interest in the Property. Without the express written consent of the Director, Borrower shall not place any other encumbrances except for liens/encumbrances securing the approved Sources of Funds, or permit any encumbrances to be placed, on or against title to the Property.

c. The terms of repayment of the Loan are set forth in the Note.

d. In the event Project Costs are less than as anticipated in the Project Budget, the amount of the Loan shall be reduced, as set forth in the Method of Financing.

2.3.3 Conditions Precedent to Close of Escrow

The following are conditions precedent to Close of Escrow. Subject to the notice and cure provisions of Article 5 and the force majeure provisions of Section 6.4 of this Agreement, the Agency at its option may terminate this Agreement pursuant to Section 5.9 if any of the conditions precedent set forth below are not satisfied by the Borrower or waived in writing by the Agency within the time limits set forth in the Schedule of Performance (Attachment No. 4).

1. The Borrower is the fee simple owner of the property and no encumbrances or liens are recorded against the Property, except as otherwise expressly indicated in Section 2.4 of this Agreement.

2. Borrower's submission of Evidence of Financing is in accordance with the requirements of Section 2.6 and in a condition so as to entitle Borrower to the approval by the Director thereof.

3. Completion of all City approvals and permits required for Borrower to develop the Property in accordance with the terms of this Agreement and the Scope of Development.

4. Completion of all approvals and permits required from governmental entities other than the City, (exclusive of ministerial permits), including without limitation, the California Coastal Commission, required for Borrower to develop the Property in accordance with the terms of this Agreement and the Scope of Development.

5. Borrower's execution and delivery to the Agency of the Environmental Indemnity (Attachment No. 10).

6. Borrower's execution and delivery to the Agency of the Note, acknowledged Deed of Trust, UCC-1 Financing Statement, and acknowledged Agreement Containing Covenants.

7. Borrower's submittal to the Agency of proof of insurance, as required by Section 3.6 of this Agreement.

8. Borrower's representations and warranties set forth in Section 2.7 shall be true and correct in all material respects as of the Closing Date.

9. A Title Company shall be prepared to issue, at Agency's expense, one (1) or more ALTA Lender's Policy of Title Insurance in the amount of the Loan, and/or other reasonable and appropriate title insurance policy(ies) and/or endorsements, insuring the Agency's priority of interests in the Property in accordance with this Agreement.

10. Borrower shall deliver a list of all permits required for the construction of the Project and documentation that all permits have been issued or shall be issued upon payment of fees.

11. Borrower shall not be in default of any of its obligations under this Agreement.

2.3.4 Conditions Precedent to Disbursement of Loan Proceeds

The Agency shall not be obligated to make any disbursements of the Loan unless all of the following conditions precedent is satisfied at the time of such action:

1. All conditions precedent to Close of Escrow have been satisfied and Close of Escrow shall have occurred in accordance with this Agreement.

2. The Director must be satisfied that net proceeds from the Sources of Funds listed in the Project Budget, are and will be sufficient to pay, through Completion, all Project Costs as provided in the approved Project Budget applicable to the Project.

3. Borrower shall not be in default of any of its obligations under this Agreement.

The Director shall have the authority to waive any condition of disbursement set forth herein; however any waiver must be expressly made in writing. The decision to waive any condition of disbursement shall be in the sole discretion of the Director, and the decision to waive any requirement may be conditioned upon its satisfaction at a later date and/or upon the substitution of another condition. The disbursement of all or any portion of the Loan prior to fulfillment of one or more of the foregoing conditions shall not be construed as a waiver of such conditions, and the Agency both reserve the right to require their fulfillment prior to making any subsequent disbursements.

2.3.5 Disbursement Procedures

Subject to the satisfaction of the conditions set forth in Section 2.3.4, above, the Agency shall disburse the proceeds of the Loan in accordance with the Method of Financing.

2.3.6 Escrow

Agency agrees to open an escrow in the County of San Diego for financing the Loan with First American Title Insurance Company or such other escrow company, escrow department of a bank, or escrow department of a title insurance company first approved by Agency and Borrower (the "Escrow Agent"), no later than the applicable dates established in the Schedule of Performance.

Sections 2.3 through 2.6 (inclusive) of this Agreement shall constitute the joint escrow instructions of Agency and Borrower with respect to financing the Loan, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow.

Agency and Borrower shall provide such additional escrow instructions as shall be necessary to close the escrow with respect to financing the Loan, consistent with this Agreement. The Escrow Agent hereby is empowered to act under such instructions, and upon indicating its acceptance thereof in writing, delivered to Agency and to Borrower within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

Upon receipt by the Escrow Agent of all executed and acknowledged documents, the Escrow Agent shall record all documents in accordance with Section 2.3.7 of this Agreement.

Borrower shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified Borrower of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the Closing Date:

1. Escrow fee;

2. Recording fees;

3. Notary fees;

Agency shall pay in escrow to the Escrow Agent the following fees, charges and costs promptly after the Escrow Agent has notified Agency of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the Closing Date:

1. Premiums for the Agency's Title Policy.

The Escrow Agent is authorized to:

1. Pay, and charge Agency and Borrower, respectively, for any fees, charges and costs payable under this Section 2.3.6. Before such payments are made, the Escrow Agent shall notify Agency and Borrower of the fees, charges and costs;

2. Deliver documents to the parties entitled thereto when the conditions of the escrow have been fulfilled by Agency and Borrower; and

3. Record any instruments delivered through the escrow if necessary or proper to vest the applicable interests in Borrower and Agency in accordance with the terms and provisions of this Agreement.

All funds received in the escrow shall be deposited by the Escrow Agent in an interest bearing account for the benefit of the depositing party as directed by the depositing party.

If any escrow is not in condition to close on or before the Closing Date, either party who then shall have fully performed the acts to be performed before the Closing Date may, in writing, demand the return of its money, papers or documents. No demand for return shall be recognized

until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party at the address of its principal place of business. Objections, if any, shall be raised by written notice to the Escrow Agent and to the other party within the ten- (10) day period. If any objections are raised within the ten- (10) day period, the Escrow Agent is authorized to hold the money, paper and documents until instructed by mutual agreement of the parties or, upon failure thereof, by a court of competent jurisdiction. Notwithstanding the foregoing, the termination rights of Agency and Borrower and other rights and remedies on default are governed by Article 5 of this Agreement, and no demand for such return shall affect such rights or remedies. If no such demands are made, the escrow shall be closed as soon as possible.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Agency and Borrower affected thereby, or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendments to these escrow instructions shall be in writing and signed by both Agency and Borrower. At the time of any amendment the Escrow Agent shall agree to carry out its duties as escrow agent under such amendment.

All communications from the Escrow Agent to Agency or Borrower shall be directed to the addresses and in the manner established in Section 6.1 of this Agreement for notices, demands and communications between Agency and Borrower.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 2.3 through 2.6, inclusive of this Agreement.

2.3.7 Recordation of Documents

Agency and Borrower, respectively, agree to perform all acts necessary to achieve recordation and delivery of documents in sufficient time for escrow to be closed in accordance with the foregoing provisions.

a. The following documents shall be recorded in the following order ("Recorded Documents"):

ORDER OF RECORDATION	DOCUMENT NAME
1	Agreement Containing Covenants
2	Permitted Mortgage instruments (Construction Lender)
3	Agency Deed of Trust, UCC-1 Financing Statement

b. All documents to be recorded shall be recorded in the Office of the San Diego County Recorder ("County Recorder").

2.3.8 Pilot Fees

Borrower shall pay to the City, fees (the "Pilot Fees") as provided in this Section. Upon Close of Escrow, the Escrow Agent shall disburse a check to the City in the amount of ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS ($175,000.00) from the deposit of the Agency's loan proceeds into Escrow. The foregoing amount of Pilot Fees is calculated based on the approximate amount of property taxes which would have been received by the City with respect to the Property if no property tax exemption were available during the fifty-five (55) year period the Property is exempt from property taxes. If at any time during such fifty-five (55) year period the Property is no longer eligible for an exemption from property taxes for any reason other than the default of Borrower, a pro rata portion of the $175,000 Pilot Fee proportionate to the period for which property taxes are payable shall be credited against the Loan balance.

2.4 Condition of Title

Prior to Close of Escrow, the Property shall be free and clear of all liens, encumbrances, covenants, restrictions, easements, leases, taxes and other defects, except for the following exceptions that are listed in the Title Report, dated July 14, 2008, attached to this Agreement as Attachment No. 5A: 1, 3, 4 and 6.

2.5 Relationship of Agency and the Borrower

The Agency and Borrower intend that the relationship between the Agency and Borrower shall be solely that of creditor and debtor. Nothing contained in this Agreement or in any other document or instrument made in connection with this Agreement shall be deemed or construed to create a partnership, tenancy in common, joint tenancy, joint venture or co-ownership by or between the Agency and the Borrower. The Agency shall not be in any way responsible or liable for the debts, losses, obligations or duties of Borrower with respect to the Property, or any portion thereof, or otherwise.

2.6 Evidence of Financing

Within the times established in the Schedule of Performance, Borrower shall submit to the Director evidence reasonably satisfactory to the Director that Borrower has obtained the financing necessary for the development of the Property in accordance with this Agreement.

Borrower shall provide the evidence of financing in accordance with the Schedule of Performance (Attachment No. 3). The evidence of financing for the Property shall consist of the following:

a. Project Budget. A Project Budget, with a sources and uses statement. The Project Budget shall be subject to the written approval of the Director.

b. General Contract. Copies of each contract ("Construction Contract") between the Borrower and a licensed general contractor ("Contractor") for development of the Property in accordance with the Scope of Development, along with performance and payment bonds, or

equivalent, for each Construction Contract, if required by California Civil Code section 3110.5. The Borrower shall certify that each Construction Contract is a true and correct copy thereof.

c. Construction Loan. A copy of all construction loan documents (e.g., notes, trust deeds, indentures, loan agreements, etc.) and permanent loan commitments and/or documents if a condition of the construction loan, necessary to be recorded concurrently with the Recorded Documents to assure concurrent conveyance of the security interests in the Property and complete funding for the development and construction of the Project on the Property (as set forth in the Scope of Development and provided for in this Agreement).

d. Full Equity Financing. If Borrower intends to finance the full cost of construction of the improvements on any Parcel, itself, without a construction loan, evidence satisfactory to Agency that Borrower has, at the time such evidence of financing is required to be demonstrated, sufficient equity capital, in sufficiently liquid form, not otherwise encumbered by any pledge or grant of a security interest to a third party, to assure complete funding for the development and construction of the improvements on such Parcel (as set forth in the Scope of Development and provided for in this Agreement); provided, however, that the equity return allowed for full equity financing shall not exceed the costs that would be incurred for a traditional blend of debt/equity financing. Borrower shall have the right to use any funds or assets available to Borrower for actual payment of costs, notwithstanding that said funds or assets may be different from the sources of equity capital utilized to demonstrate the evidence of equity financing required by this Agreement. Borrower's evidence of equity financing shall be satisfied by evidence of any combination of the following:

1. Cash, on deposit in a construction account, checking account, money market account, escrow or other immediately available form of deposit, held in the name of Borrower, over which Borrower retains the right to direct investments;

2. An irrevocable direct pay letter of credit, in favor of Borrower, drawn on a bank or other financial institution first approved in writing by Agency, with a term that is consistent with the anticipated need for funds during the construction period, the terms of which are consistent with this Agreement;

3. An available line of credit with a bank or other financial institution approved in writing by the Director or designee, the terms of which are consistent with this Agreement, provided that the collateral or assets pledged by Borrower for such line of credit shall not otherwise be utilized to demonstrate the evidence of equity financing required by this Agreement, unless Borrower has the right to substitute such collateral or assets with other collateral or assets which other collateral or assets are not otherwise utilized to demonstrate the evidence of equity financing required by this Agreement and which may or may not be liquid; or

4. Evidence of any other comparable form of assets that the Director or designee reasonably determines is sufficiently liquid to assure that it will be available to Borrower when needed to pay project expenses.

e. Partial Equity Financing. If construction financing, as described in subdivision (c), above, is insufficient to pay all construction costs with respect to the Project, evidence

reasonably satisfactory to Agency of sources of capital sufficient to demonstrate that Borrower has, at the time such evidence of financing is required to be demonstrated sufficient equity capital, in sufficiently liquid form, to cover the excess, if any, of the cost of construction over the financing authorized by mortgage loans (as described in subdivision (c) above).

f. Tax Credit Financing. If Tax Credits are to be used to fund a portion of the Project, evidence satisfactory to the Agency of the amount of financing, and the associated terms and conditions for use.

g. Time for Agency Approval or Disapproval. The Director or designee shall approve or disapprove the submission of evidence of financing within the time established in the Schedule of Performance. If the Director or designee shall disapprove any such evidence of financing, the Director or designee shall do so by written notice to Borrower stating the reasons for such disapproval. At any time prior to the times provided in this Agreement for submission of evidence of financing, Borrower may submit to the Director or designee for review, comment and, if deemed appropriate by the Director or designee, approval, any loan applications to be made by Borrower or pro forma loan documentation provided by the proposed lender; provided, that review, comments and approval, if any, by the Director or designee shall be for the sole purpose of determining and advising Borrower whether such loan applications or pro forma loan documents are consistent with the requirements of this Agreement. All comments and approvals, if any, shall be in writing. Any items so submitted and approved by the Director or designee shall not be subject to subsequent disapproval.

2.7 Representations and Warranties of Borrower

As an inducement to the Agency to enter into this Agreement and to make the Loan, Borrower hereby represents and warrants to the Agency, which representations and warranties are true and correct as of the date of this Agreement and which shall survive the recording of the Deed of Trust and the repayment of the Loan:

a. Borrower has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby;

b. This Agreement and all documents required hereby to be executed by Borrower are, and shall be, valid, legally binding obligations of and enforceable against Borrower in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally;

c. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a Default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which Borrower is a party or affecting the Property or Project;

d. To the best of Borrower's knowledge, there are no pending, threatened or contemplated actions, suits, arbitrations, claims or proceedings, at law or in equity, affecting the Property or in which Borrower is, or to the best of Borrower's knowledge will be, a party by reason of Borrower's ownership of the Property or Project, including, but not limited to, judicial, municipal or administrative proceedings in eminent domain, unlawful detainer or tenant evictions, collections, alleged building code, health and safety or zoning violations, employment discrimination or unfair labor practices, or workers' compensation, personal injuries or property damages alleged to have occurred at the Property or Project or by reason of the condition or use of the Property or Project;

e. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending or threatened against Borrower, nor are any of such proceedings contemplated by Borrower;

f. To the best of Borrower's knowledge, there are no violations of any governmental regulations relating to the Property or Project;

g. As of the Closing Date, Borrower will be the legal fee simple titleholder of the Property and will then have and thereafter continue to have good, marketable and insurable title to the Property;

h. To the Borrower's knowledge, all reports, documents, instruments, information and forms of evidence delivered to the Agency concerning or required by this Agreement are accurate, correct and sufficiently complete to give the Agency true and accurate knowledge of their subject matter, and do not contain any misrepresentation or omission;

i. No representation, warranty or statement of Borrower in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading; and

j. The Sources of Funds listed in the Project Budget, are sufficient to (a) pay, through completion, all Project Costs; and (b) enable Borrower to perform and satisfy all of the covenants of Borrower contained in this Agreement.

Borrower's representations and warranties made in this Section 2.7 shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by Borrower in a separate certificate at that time. The truth and accuracy of Borrower's representations and warranties made herein shall constitute a condition for the benefit of the Agency to the disbursement of the Loan.

ARTICLE 3. DEVELOPMENT

3.1 Parcel Map

Borrower shall, at its sole expense, ensure that the Property is in compliance with the Subdivision Map Act (Government Code §66410 et seq.).

3.2 Scope of Development

Borrower shall develop the Project on the Property in accordance with the Scope of Development (Attachment No. 3) and within the time period set forth in the Schedule of Performance (Attachment No. 4).

3.3 Entitlements

It is the responsibility of Borrower, without cost to Agency, to ensure that zoning of the Property and all applicable City land use requirements will be such as to permit development of the Property and construction of the Project and the use, operation and maintenance of such Project in accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to entitle Borrower to any City permit or other City approval necessary for the development of the Property, or waive any applicable City requirements relating thereto. This Agreement does not (a) grant any land use entitlement to Borrower, (b) supersede, nullify or amend any condition which may be imposed by the City in connection with approval of the development described herein, (c) guarantee to Borrower or any other party any profits from the development of the Property, or (d) amend any City laws, codes or rules. This Agreement is not a development agreement as provided in Government Code Section 65864 et seq. Without cost to Agency, Agency shall provide appropriate technical assistance to and otherwise cooperate with Borrower in connection with Borrower's obtaining all necessary entitlements, permits and approvals for the construction of the Project.

3.4 Cost of Construction

The Project Costs, including any and all public improvements and any other permit conditions required by the City, shall be the responsibility of and paid by the Borrower.

3.5 Development Schedule

Within the times established therefore in the Schedule of Performance, Borrower shall begin and thereafter diligently complete the development contemplated herein.

3.6 Indemnification and Insurance

a. As a material part of the consideration for this Agreement, and to the maximum extent permitted by law, Borrower shall indemnify, protect, defend and hold harmless the Agency and City, and their respective officers, employees, agents, and representatives (the "Indemnitees"), with counsel reasonably acceptable to Agency and/or City, from and against any and all loss, liability, damage, claim, cost and expense (including reasonable attorneys' fees, court and litigation costs and fees of expert witnesses) resulting or arising from or in any way connected to this Agreement including but not limited to the following, provided, however, Borrower shall not be responsible for (and such indemnity shall not apply to) any loss, liability, damage, claim, cost or expense arising to the extent of the gross negligence or willful misconduct of the Indemnitees or material breach of this Agreement by any of the Indemnitees:

1. Borrower's pre-development, construction, development, marketing, sale or use of the Property in any way;

2. Any plans or designs for the Project prepared by or on behalf of Borrower, including without limitation any errors or omissions with respect to such plans or designs;

3. Any loss or damage to Agency resulting from any inaccuracy in or breach of any representation or warranty of Borrower, or resulting from any breach or default by Borrower under this Agreement; and

4. Any loss or damage to Agency and/or City described in Section 3.6(c) of this Agreement.

b. The foregoing indemnities shall not terminate upon Completion but shall survive all applicable causes of action that accrued during the indemnification period.

c. Prior to the Closing, Borrower shall furnish or cause to be furnished to the City Risk Manager evidence of the following policies of insurance, naming Borrower as insured and the Agency and City as additional insureds. The insurance shall be kept in force for the entire term of the Agency Loan.

1. Builder's Risk/Fire Policies: Borrower shall maintain or cause to be maintained a policy or policies of insurance against loss or damage to the Property or the improvements and all property of an insurable nature located upon the Property, resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Such insurance shall be maintained in an amount not less than one hundred percent (100%) of the full insurable value of the improvements, as defined herein.

2. Rental Income Insurance: Borrower shall maintain or cause to be maintained use and occupancy or business interruption or rental income insurance against the perils of fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies, in an amount that is acceptable to Borrower and Agency.

3. Liability Insurance: Borrower shall maintain or cause to be maintained public liability insurance, to protect against loss from liability imposed by law for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Property and the business of Borrower on the Property, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of Borrower or its lessees, or any person acting for Borrower, or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Property, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of Borrower or its tenants, or any person acting for Borrower, or under its control or direction. Such property damage and personal injury insurance shall also provide for and protect the Agency against incurring any legal cost in defending claims for alleged loss. Such personal injury and property

damage insurance shall be maintained in full force and effect during the terms of the Loan in a general aggregate amount of not less than Two Million Dollars ($2,000,000); combined single limit per occurrence. It is the mutual intent of the parties that the levels of insurance coverage described herein shall be and remain comparable to the level of insurance coverage that is customary with comparable operations in San Diego County. At any time during terms of the Loan, and from time to time, either party may provide notice to the other party that the level of insurance being maintained by Borrower is no longer comparable to the level of insurance coverage that is customary with comparable operations in San Diego County, and request that the minimum limit hereinabove designated shall be changed (either increased or decreased) accordingly. The party receiving such request shall not unreasonably withhold its consent to such change. Borrower agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Borrower may be held responsible for the indemnification of Agency or the payment of damages to persons or property resulting from Borrower's activities, activities of its tenants or the activities of any other person or persons for which Borrower is otherwise responsible.

4. Automobile Insurance: To the extent applicable, at all times prior to Completion, Borrower shall maintain or cause to be maintained automobile insurance, maintained in full force and effect in an amount of not less than $1,000,000 million per accident.

5. Workers' Compensation Insurance: Borrower shall maintain or cause to be maintained workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by Borrower in connection with the Property and shall cover liability within statutory limits for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Property or the operation thereof by Borrower. Notwithstanding the foregoing, Borrower may, in compliance with the laws of the State of California and in lieu of maintaining such insurance, self-insure for workers' compensation in which event shall deliver to Agency evidence that such self-insurance has been approved by the appropriate State authorities.

6. All policies hereunder shall not be subject to cancellation, reduction in coverage, or non renewal except after notice in writing shall have been sent by registered mail addressed to Agency, to the extent practicable within 30 days but in any event prior to the effective date thereof. All policies name the Agency, the City and Borrower as insureds, additional insureds, and/or loss payable parties as their interests may appear.

7. The term "full insurable value" as used in this Section 3.6 shall mean the actual replacement cost (excluding the cost of excavation, foundation and footings below the lowest floor and without deduction for depreciation) of the improvements on the Property immediately before such casualty or other loss, including the cost of construction, architectural and engineering fees, and inspection and supervision. To ascertain the amount of coverage required, Borrower shall cause the full insurable value to be determined from time to time by

appraisal by the insurer, by agreement between Borrower and Agency or by an appraiser mutually acceptable to Agency, the City and Borrower, not less often than once every five years, if requested by City or Agency.

8. All insurance provided under this Section 3.6 shall be for the benefit of Borrower, Agency and City. Borrower agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Borrower agrees to submit policies of all insurance required by this Section 3.6, or certificates evidencing the existence thereof, to Agency within 30 days prior to the Closing, indicating full coverage of the contractual liability imposed hereby. Within thirty (30) days, if practicable, but in any event prior to expiration of any such policy, copies of renewal policies, or certificates evidencing the existence thereof, shall be submitted to Agency. All insurance herein provided for under this Section 3.6 shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of California and reasonably approved by Agency.

9. If Borrower fails or refuses to procure or maintain insurance as required by this Agreement, Agency and City shall each have the right, at their election, and upon five (5) days prior notice to Borrower, to procure and maintain such insurance. The premiums paid by the City or Agency shall be treated as a loan, due from Borrower, to be paid on the first day of the month following the date on which the premiums were paid. The City or Agency shall give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).

10. Coverage provided hereunder by Borrower shall be primary insurance and not contributing with any insurance maintained by the City and/or Agency, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of the City and/or Agency.

11. Borrower shall also furnish or cause to be furnished to the Director evidence satisfactory to the Director that any contractor, with whom Borrower has contracted for the performance of the development of the Project, or any of them, carries the insurance required by this Section.

3.7 Agency Approval of Plans

3.7.1 The Agency shall have the right to review all plans, drawings and related documents (if any) for the development of the Project, including any changes proposed to such documents or drawings. The scope of the Agency's review and approval (or disapproval) shall include, in addition to the items provided for in the Scope of Development, consideration of such items as the general architectural appearance, building materials, colors, and landscape design.

3.7.2 Borrower shall submit to the Director for review and the Director shall approve or disapprove the plans, drawings and related documents referred to in this Agreement within the times required to permit the development of the Property within the time established in the Schedule of Performance. Any disapproval shall state in writing the reasons for disapproval and the changes to be made. Borrower, upon receipt of a disapproval based upon

powers reserved by the Agency hereunder, shall revise such plans, drawings and related documents and shall resubmit them to the Agency for approval and disapproval as soon as possible after receipt of the notice of disapproval. Any plans, drawings and related documents submitted and approved by the Agency shall not be subject to subsequent approval or disapproval. Upon request by the Borrower, the Director shall use his best efforts to provide to Borrower information regarding the staff's intention to recommend approval or disapproval of any plans, drawings or related documents previously submitted for approval pursuant to this Agreement.

3.7.3 If Borrower desires to make any material change in the plans, drawings or related documents after their approval by the Agency, Borrower shall submit the proposed change to the Director.

3.7.4 If any revisions or corrections of plans approved by the Agency are not acceptable to other government agency, including the City, having jurisdiction over the development of the Property, the Agency shall reasonably cooperate with the Borrower to obtain a waiver of such requirements or to develop a mutually acceptable alternative; provided, however, that Borrower understands and Agrees that any Agency approvals shall not constitute or guarantee approvals required by the City or any other governmental agency.

3.8 Permits

Before commencement of construction, Borrower shall obtain or cause to be obtained any and all permits which may be required by the City or any other governmental agencies affected by such construction, development, or work. The Agency agrees to reasonably cooperate with Borrower as appropriate to assist Borrower to obtain such permits.

3.9 Rights of Access

Representatives of the Agency shall have the reasonable right of access to the Property at normal hours during the period of development for the purposes of this Agreement, including but not limited to the inspection of the work being performed.

3.10 Local, State and Federal Laws

Borrower shall carry out the rehabilitation of the Project on the Property, including, without limitation, any and all public works, (as defined by applicable law), if any, in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any applicable requirement to pay state prevailing wages). Borrower hereby agrees that Borrower shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Borrower hereby agrees that Borrower shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Borrower shall

indemnify, protect, defend and hold harmless the Agency, City and their respective officers, employees, contractors and agents, with counsel reasonably acceptable to Agency, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development and/or construction (as defined by applicable law) of the Project, including, without limitation, any and all public works (if any) (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Borrower of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Chapter 804, Statutes of 2003; (3) the implementation of Sections 1726 and 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (4) failure by Borrower to provide any required disclosure representation, statement, rebidding and/or identification which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; and/or (5) failure by Borrower to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Borrower hereby expressly acknowledges and agrees that neither City nor Agency has ever previously affirmatively represented to Borrower or its contractor(s) for the Project in writing or otherwise, that the work to be covered by the bid or contract is not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the parties that, in connection with the development and construction (as defined by applicable law) of the Project, including, without limitation, any public work (as defined by applicable law), if any, Borrower shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. "Increased costs" as used in this Section shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after recordation of the Release of Construction Covenants for the Project.

3.11 Nondiscrimination

The Borrower, for itself, its successors and assigns, agrees that in regards to the development provided for in this Agreement, it will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, handicap, sex, sexual orientation, marital status, age or any other protected classification.

3.12 Disclaimer by Agency

Except as expressly provided in this Agreement, the Agency shall not undertake or assume or have any responsibility or duty to Borrower or to any third party to review, inspect, supervise, pass judgment upon or inform Borrower or any third party of any matter in connection with the development of the Property, whether regarding the quality, adequacy or suitability of

the plans, any labor, service, equipment or material furnished to the Property, any person furnishing the same, or otherwise. Borrower and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Borrower or to any third party by the Agency in connection with such matter is for the public purpose of improving affordable housing in the City and neither Borrower (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon.

3.13 Covenants of Borrower

Borrower covenants for itself and its successors and assigns as follows:

3.13.1 Equal Opportunity Employment Practices

a. Borrower certifies and represents that, during the performance of this Agreement, Borrower and each of its contractors and subcontractors will adhere to equal employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, creed, color, national origin, ancestry, handicap, sex, marital status, or age. Borrower further certifies that it shall not maintain any segregated facilities.

b. Borrower agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Borrower, state that it is an "Equal Opportunity - Affirmative Action Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religion, creed, color, national origin, ancestry, handicap, sex, marital status, or age.

c. Borrower agrees that it shall, if requested to do so by Agency, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.

d. Borrower agrees to provide the Agency with access to, and, if requested to do so by the Agency, provide copies of all of its records pertaining to or relating to its employment practices, to the extent such records are not confidential or privileged under state or federal law.

e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

f. Borrower shall include the provisions of this Section 3.13.1 in all of its contracts.

3.13.2 Compliance with Environmental Laws

Borrower shall comply with all environmental laws and environmental permits applicable to the operations of Borrower and the ownership or use of the Property, and shall immediately pay or cause to be paid all costs and expenses incurred by reason of such compliance. Borrower shall keep the Property free and clear of any environmental claims or liens imposed pursuant to

any environmental law, and shall obtain and renew all environmental permits required for ownership or use of the Property.

3.13.3 Environmental Indemnity

a. Borrower's Warranty

Borrower hereby represents and warrants that the development, construction and uses of the Property permitted under this Agreement shall comply with all applicable environmental laws. As part of the development of the Property, Borrower shall conduct such tests as Borrower may deem necessary or appropriate. Borrower shall promptly deliver to the Director the results of all environmental studies conducted on the Property. Borrower shall, at its sole cost and expense, remove, remediate and/or abate any Hazardous Materials on the Property, as required by applicable governmental entities and/or requirements, to develop the Property as contemplated herein.

b. Environmental Indemnity

Effective upon the Close of Escrow, Borrower agrees to indemnify, defend and hold harmless Agency and City and their respective members, officers, agents, employees, contractors and consultants, in accordance with the Environmental Indemnity (Attachment No. 10).

c. Borrower's Release

By execution of this Agreement, Borrower hereby waives, releases and discharges the Agency, the City, and their respective members, officers, employees, agents, contractors and consultants, from any and all present and future claims, demands, suits, legal and administrative proceedings, and from all liability for damages, losses, costs, liabilities, fees and expenses (including, without limitation, attorneys' fees) arising out of or in any way connected with the Agency's or Borrower's use, maintenance, ownership or operation of the Property, any Hazardous Substances on the Property, or the existence of Hazardous Substances contamination in any state on the Property, however the Hazardous Substances came to be placed there, except that arising out of the negligence or willful misconduct of the Agency or City or any of their employees, officers, agents, contractors or consultants. Borrower acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

To the extent of the release set forth in this Section 3.13.3, Borrower hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

3.13.4 Encumbrances and Liens

Prior to the repayment in full of the Loan, Borrower shall not place or allow to be placed on the Property, or on any portion thereof, any mortgage, trust deed, encumbrance or lien (other than Permitted Mortgages securing the Sources of Funds authorized by this Agreement and the Method of Financing); and Borrower shall remove, or shall have removed, any levy or attachments made on the Property (or any portion thereof), or shall assure the satisfaction thereof within a reasonable time. Borrower shall pay, or cause to be paid, prior to delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Deed of Trust; provided, however that Borrower shall not be required to pay and discharge any such tax, assessment, charge or levy so long as the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings.

3.14 Holder Not Obligated to Construct the Project

Permitted Mortgagees shall in no way be obligated by the provisions of this Agreement to complete the Project, or to guarantee the completion of the Project. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

3.15 Right of the Agency to Satisfy Other Liens on the Property

Prior to the repayment in full of the Loan, and after Borrower has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property, or any portion thereof, the Agency shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Borrower to pay or make provision for the payment of any tax, assessment, lien or charge so long as Borrower in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Property (or any portion thereof) to forfeiture or sale.

3.16 Release of Construction Covenants

Promptly after Completion, the Director or designee shall furnish Borrower with a Release of Construction Covenants (Attachment No. 12) to cover the release for the Property, upon written request by Borrower. The Release of Construction Covenants shall be in recordable form. The Director or designee shall not unreasonably withhold any such Release of Construction Covenants. The Release of Construction Covenants shall be a conclusive determination of satisfactory completion of the construction required by this Agreement upon or with respect to the Property, and the Release of Construction Covenants shall so state.

If Agency refuses or fails to furnish a Release of Construction Covenants after written request from Borrower, Agency shall, within forty-five (45) days of the written request, provide Borrower with a written statement of the reasons Agency refused or failed to furnish the Release of Construction Covenants. The statement shall also contain Agency's opinion of the action Borrower must take to obtain a Release of Construction Covenants; provided, however, that the statement need not contain technical information or instructions. Failure by the Agency to

provide the written statement shall be deemed as the Agency's approval of the Release of Construction Covenants. If the reason for Agency's refusal to issue a Release of Construction Covenants is confined to Borrower's failure to complete specific punch list items which cannot immediately be completed due the short-term unavailability of required materials, Agency shall issue the Release of Construction Covenants upon the delivery of a deposit or the posting of a bond by Borrower, first approved in writing by the Agency as to form and substance, in favor of the Agency in an amount representing the fair value of the work not yet completed. If a bond is provided, the bond shall specify a deadline for completion of the outstanding items, which shall be the earliest reasonable date and shall not be more than ninety (90) days after the issuance of the Release of Construction Covenants.

The Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Borrower to any holder of a Permitted Mortgage, or any insurer of a Permitted Mortgage securing money loaned to finance the Project, or any part thereof, or of Borrower's performance of any obligation under this Agreement other than completion of the construction to which the Release of Construction Covenants pertains. The Release of Construction Covenants is not notice of completion as referred to in Section 3093 of the California Civil Code.

ARTICLE 4. USE OF THE PROPERTY

4.1 Uses

4.1.1 Generally

Borrower covenants and agrees (for itself, its successors, assigns, and every successor in interest to the Property or any part thereof) that Borrower, such successors, and such assigns shall:

a. Develop the Property in accordance with the Scope of Development (Attachment No. 3.) and devote the Property and the Project to the uses specified in this Agreement and the Agreement Containing Covenants (Attachment No. 6).

b. Maintain the exterior of the Property in accordance with the Exterior Maintenance Plan as described in Section 4.2 of this Agreement.

c. Not permit the use of the Project or the Property for any purpose other than permitted by this Agreement without the prior written approval of the Agency.

4.1.2 Affordability Restrictions

a. Borrower covenants and agrees (for itself, its successors, assigns, and every successor in interest to the Property or any part thereof) that for a period of fifty-five (55) years, beginning from the date of the City's issuance of a certificate of occupancy for the Project, in accordance with the Agreement Containing Covenants:

1. Seven (7) of the two bedroom Affordable Units to be rehabilitated upon the Property shall be rented exclusively to and occupied by 50% AMI Households at an Affordable Rent, in accordance with the affordability restrictions set forth in the Agreement Containing Covenants; and

2. Seven (7) of the two bedroom Affordable Units and one (1) five bedroom Affordable Unit to be rehabilitated upon the Property shall be rented exclusively to and occupied by 60% AMI Households at an Affordable Rent, in accordance with the affordability restrictions set forth in the Agreement Containing Covenants.

4.1.3 Tenant Selection/Rental Rates

a. Prior to occupancy of any of the Affordable Units, Borrower shall submit a written plan describing the proposed Affordable Unit tenant selection process to the Agency for its approval or disapproval thereof in writing within the times set forth in the Schedule of Performance.

b. Prior to occupancy of any of the Affordable Units, Borrower shall submit the proposed rental rate of each Affordable Unit to the Agency for its approval or disapproval thereof in writing within the times set forth in the Schedule of Performance.

4.2 Maintenance of the Property

4.2.1 Borrower shall prepare and submit to the Director (or her designee) for review and approval a program (the "Exterior Maintenance Plan") for the maintenance of the exterior of the structures on the Property, in accordance with the Schedule of Performance.

4.2.2 The Exterior Maintenance Plan shall describe in reasonable detail the standards to be followed in maintaining the exterior of the structures on the Property, including a schedule indicating the proposed frequency of each element of maintenance, and shall include, at a minimum, the following: periodic cleaning of the exterior of the structures on the Property, including windows; removing graffiti; removing debris and waste materials and otherwise maintaining outdoor areas of the Property; performing inspections of all exterior features to determine whether repairs are required; conducting periodic protective treatments such as rust removal and caulking; conducting repairs to facades, roof, doors, windows and other exterior features; maintaining fencing and other security devices and systems; and periodic repainting. The Exterior Maintenance Plan, including any amendments proposed by Borrower, shall be subject to the approval of the Director, and shall be made part of the Agreement Containing Covenants.

4.2.3 For so long as the Deed of Trust remains unsatisfied and of record, Borrower and its successors and assigns to the Property (the "Owners") shall maintain the exterior of the structures on the Property in accordance with the approved Exterior Maintenance Plan. In the event Owners fail to maintain the exterior of the structures on the Property in accordance with the approved Exterior Maintenance Plan, the Agency shall have the right, but not the obligation, to enter the Property, correct any violation, and hold the Owners responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property.

4.2.4 The Agreement Containing Covenants shall contain appropriate provisions implementing this Section 4.2.

4.3 Obligation to Refrain from Discrimination

There shall be no discrimination against or segregation of any person, or groups of persons, on account of sex, marital status, race, color, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Project, and Borrower itself (for any person claiming under or through it) shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property or the Project.

4.4 Form of Nondiscrimination and Nonsegregation Clauses

Borrower shall refrain from restricting the rental, sale or lease of the Property or the Project, or any portion thereof, on the basis of sex, marital status, race, color, religion, creed, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

4.4.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the paragraph, with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

4.4.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing,

subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

Notwithstanding the above paragraph, with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph. "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

4.4.3 In contracts: The foregoing provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under this Agreement.

4.5 Effect and Duration of Covenants

The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on Borrower and any successor in interest to the Property, or any part thereof, the Project or any part thereof for the benefit and in favor of the Agency, their respective successors and assigns. The Agency shall be the beneficiary of the covenants contained in this Article 4 and the Agreement Containing Covenants (the "Covenants"). Except as set forth in the following sentence, the Covenants shall remain in effect for fifty-five years, in accordance with the Agreement Containing Covenants. The covenants against discrimination (set forth in Section 4.3 and 4.4) shall remain in perpetuity.

ARTICLE 5. DEFAULTS, REMEDIES AND TERMINATION

5.1 Defaults - General

5.1.1 Subject to the extensions of time set forth in Section 6.4, failure or delay by Agency or Borrower to perform any term or provision of this Agreement to be performed by such party constitutes a default under this Agreement. The party in default must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

5.1.2 The complaining party shall give written notice of default to the party in default. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to

institute and maintain any actions or proceedings which it may deem necessary to protect assert or enforce any such rights or remedies.

5.1.3 If a monetary event of default occurs, prior to exercising any remedies hereunder, the aggrieved party shall give the party in default written notice of such default. The party in default shall have a period of ten (10) days after such notice is given within which to cure the default.

5.1.4 If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the aggrieved party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the party in default shall have such period to effect a cure prior to exercise of remedies by the aggrieved party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default, not to exceed ninety (90) days.

5.1.5 The Agency agrees to accept cures tendered by any Permitted Mortgagee or Tax Credit Equity Investor in the Project within the cure periods provided in the Note or within the time periods provided in Civil Code Section 2924c, whichever is longer. Additionally, in the event the Permitted Mortgagee or Tax Credit Equity Investor is precluded from curing a default due to a bankruptcy, injunction, or similar proceeding by or against Borrower, the Agency agrees to forbear from completing a foreclosure (judicial or nonjudicial) during the period during which the Permitted Mortgagee or Tax Credit Equity Investor is so precluded from acting, not to exceed 90 days, provided such Permitted Mortgagee or Tax Credit Equity Investor are otherwise in compliance with the foregoing provisions. In no event shall the Agency be precluded from exercising remedies if its rights become or are about to become materially jeopardized by any failure to cure a default.

5.2 Institution of Legal Actions

Subject to the notice and cure provisions of Section 5.1, in addition to any other rights or remedies (and except as otherwise provided in this Agreement), either party may institute legal action to cure, correct or remedy any default, to obtain the specific performance of obligations hereunder to enjoin, abate or prevent any further violation or default, to appoint a receiver to operate the Property, to require Borrower to return any rent amounts received by Borrower in excess of the amounts permitted hereunder, to recover damages for any default, or to obtain any other remedy allowed at law or equity consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court of that county, or in the United States District Court for the Southern District of California.

5.3 Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

5.4 Acceptance of Service of Process

5.4.1 In the event that any legal action is commenced by Borrower against the Agency, service of process on the Agency shall be made by personal service upon the Director, or in such other manner as may be provided by law.

5.4.2 In the event that any legal action is commenced by the Agency against Borrower, service of process on Borrower shall be made by personal service upon an officer of the Borrower and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

5.5 Rights and Remedies Are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

5.6 Damages

If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in Section 5.1, the defaulting party shall be liable to the non-defaulting party for any damages caused by such default, and the non-defaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default.

5.7 Specific Performance

If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured within the time provided in Section 5.1, the non-defaulting party, at its option, May thereafter (but not before) commences an action for specific performance of the terms of this Agreement pertaining to such default.

5.8 Termination by Borrower

In the event that the Agency fails to disburse the Loan as provided herein, then this Agreement and any rights of Borrower in this Agreement may be terminated by Borrower by giving written notice thereof to the Agency, and neither the Agency nor Borrower shall have any further rights against or liability to the other under this Agreement.

5.9 Termination by Agency

In the event that any of the following occur, and are not cured within the time provided in Section 5.1, then this Agreement and any rights of Borrower, or any assignee or transferee, may,

at the option of the Agency, be terminated and rescinded, and thereafter Borrower shall have no further rights against the Agency with respect to the Loan:

5.9.1 Borrower fails to satisfy any of the conditions precedent to Close of Escrow and/or disbursement of the Loan, in accordance with Sections 2.3.3 and 2.3.4; or

5.9.2 Borrower fails to acquire fee simple title to the Property concurrently with or before the Closing; or

5.9.3 Borrower (or any successor in interest) transfers or assigns or attempts to transfer or assign this Agreement or any rights therein or in the Property, or any portion thereof, or in the Project or any portion thereof, except as provided in this Agreement; or

5.9.4 Borrower or its general contractor does not begin construction in accordance with the Schedule of Performance and proceed continuously with the construction or if Borrower or its general contractor discontinues the construction for a period of thirty (30) days or more for any reason or cause within the control of the Borrower; or

5.9.5 Any representation or warranty by Borrower to the Agency contained herein proves to be materially false or misleading and Borrower does not, after receiving written notice thereof from the Director, initiate and diligently pursue all actions necessary to make such representation or warranty no longer false or misleading; or

5.9.6 Borrower neglects, fails or refuses to keep in full force and effect any permit or approval with respect to the development of the Project, any policy or policies of insurance or title insurance, or any other undertakings required hereunder; or

5.9.7 Borrower is in breach or default with respect to any other covenant or obligation of Borrower under this Agreement or any Loan Documents; or

5.9.8 Any party files a mechanic's lien or materialman's lien against the Property, or any portion thereof, or the Project or any portion thereof and within thirty (30) business days after Borrower's receipt of written notice from the Director of the filing thereof, either: (a) the claim set forth therein is not discharged by the Borrower, or (b) if the amount claimed is disputed in good faith by Borrower or Borrower's general contractor, Borrower fails to obtain and record in the Official Records of the County of San Diego, a mechanic's lien release bond, in form and substance and issued by a surety company acceptable to the Director, in a penal sum equal to 1-1/2 times the amount set forth in such claim of lien, whereby the Property, or any portion thereof, and the Project or any portion thereof, will be released from such lien, and from any action brought to foreclose such lien, in accordance with Section 3143 of the California Civil Code, as the same may be amended from time to time; or

5.9.9 Borrower becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors.

5.10 Attorney's Fees and Costs

If any action or proceeding is brought by either party against the other under this Agreement, whether for interpretation, enforcement or otherwise, each party shall pay for its own costs and expenses, including the fees of its attorney and any expert witnesses in such action or proceeding. This provision shall also apply to any post judgment action by either party, including without limitation efforts to enforce a judgment.

ARTICLE 6. GENERAL PROVISIONS

6.1 Notices

Formal notices, demands and communications between the Agency and Borrower shall be sufficiently given if delivered personally, or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the Agency and Borrower, as provided in Section 1.5 hereof. Such notices, demands and communications, if given in person, shall be deemed given when delivered, and, if given by mail, shall be deemed given three (3) business days after deposit in the mail. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section 6.1.

6.2 Conflicts of Interest

6.2.1 No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

6.2.2 Borrower warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.3 Nonliability of Agency/City Officials and Employees

No member, official, employee, attorney or consultant of the Agency and/or City shall be personally liable to Borrower, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Borrower or to its successor, or on any obligations under the terms of this Agreement.

6.4 Force Majeure

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, Acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, acts of the

other party, acts or failure to act of any public or governmental agency or entity or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time the party claiming such extension gives notice to the other party, provided notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the Agency and the Borrower.

6.5 Inspection of Books and Records

The Agency has the right at all reasonable times to inspect the books and records of Borrower pertaining to the Property as pertinent to the purposes of this Agreement.

6.6 Consents and Approvals

a. Except where this Agreement expressly provides for the approval of either party in its discretion, approvals required of the Agency or the Borrower shall not be unreasonably withheld or delayed.

b. Except as otherwise expressly provided in this Agreement, approvals or consents required of the Agency shall be deemed granted by the written approval of the Director or designee. Notwithstanding the foregoing, the Director or designee may, in his or her sole discretion, refer to the governing board of the Agency any item requiring Agency approval.

6.7 Real Estate Commissions

Borrower represents and warrants to the Agency, and the Agency represents and warrants to Borrower, that no broker or finder has been engaged by them, respectively, in connection with any of the transactions contemplated by this Agreement (including, specifically, the sale of the Property to the Borrower), or to its knowledge is in any way connected with any of such transactions. Borrower will indemnify, save harmless and defend the Agency from any liability, cost, or expense arising out of or connected with any claim for any Agency or compensation made by any person or entity claiming to have been retained or contacted by Borrower in connection with any of the transactions contemplated by this Agreement (including, specifically, the sale of the Property to the Borrower). The Agency will indemnify, save harmless, and defend Borrower from any liability, cost, or expense arising out of or connected with any claim for any Agency or compensation made by any person or entity claiming to have been retained or contacted by the Agency and/or the City in connection with this transaction. This indemnity provision will survive the Closing or any earlier termination of this Agreement.

ARTICLE 7. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement shall be executed in three (3) duplicate originals, each of which is deemed to be an original.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency or the Borrower, and all amendments hereto must be in

writing and signed by the appropriate authorities of the Agency and the Borrower. This Agreement and any provisions hereof may be amended by mutual written agreement by Borrower and Agency and such amendment shall not require the consent of any other fee owner, tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having an interest in the Property, except as otherwise expressly provided in this Agreement.

This Agreement, including all attachments and addenda hereto, constitutes the entire understanding and agreement of the parties.

ARTICLE 8. TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY; DATE OF AGREEMENT

This Agreement, when executed by Borrower and delivered to the Agency, must be authorized, executed and delivered by the Agency within forty-five (45) days after this Agreement is signed by Borrower or this Agreement may be terminated by Borrower on written notice to the Agency.

This Agreement may be executed in counterparts and when so executed, each such counterpart will constitute an original document and such counterparts will constitute one and the same agreement.

IN WITNESS WHEREOF, the Agency and Borrower have executed this Agreement as of the date first set forth hereinabove.

IMPERIAL BEACH REDEVELOPMENT AGENCY

Date: _____

By:_____
Gary Brown, Executive Director

ATTEST:

By:_____
City Clerk

[Signatures continue on following page]

REVIEWED AND APPROVED
AS TO FORM:

AGENCY GENERAL COUNSEL

By:_____
James P. Lough

KANE, BALLMER & BERKMAN

By:_____
Agency Special Counsel
Susan Y. Cola

BEACHWIND COURT, L.P.,
a California limited partnership

By: CIC Beachwind, LLC,
a California limited liability company

By: Chelsea Investment Corporation,
a California corporation

By:_____
James J. Schmid, President

ATTACHMENT NO. 1

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF IMPERIAL BEACH, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 33, 34, 35 AND 36 IN BLOCK 18 OF SOUTH SAN DIEGO TOWNSIDE, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 133, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 5, 1887.

TOGETHER WITH THAT PORTION OF THE WESTERLY 10.00 FEET OF 12TH STREET (SHOWN AS 6TH STREET), LYING EASTERLY OF AND ADJACENT TO SAID LOTS 33, 34, 35 AND 36 AS VACATED AND CLOSED TO PUBLIC USE, BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, IN RESOLUTION NO. 1439, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 4, 1968 AS INSTRUMENT NO. 193024 OF OFFICIAL RECORDS.

APN: 626-230-16-00

Assessor’s Parcel Number:

ATTACHMENT NO. 2

SCHEDULE OF PERFORMANCE

I. GENERAL PROVISIONS

1.	Submission - Architect, Landscape Architect and Civil Engineer. Developer shall submit to Agency for approval of the names and qualifications of its architect, landscape architect, and civil engineer.	Within thirty (30) days following execution of the Agreement by the Agency.
2.	Approval - Architect, Landscape Architect and Civil Engineer. Agency shall approve or disapprove the architect, landscape architect, and civil engineer.	Within fifteen (15) days following receipt by the Agency.

II. DEVELOPMENT

1.	Submission - Schematic/Design Development Drawings. Developer shall prepare and submit to Agency the schematic/design development drawings for the Property.	Within fourteen (14) days prior to consideration of this Agreement by the Agency.
2.	Approval - Schematic Drawings. Agency shall approve or disapprove the schematic/design development drawings for the Property.	Concurrently with Agency consideration of this Agreement.
3.	Evidence of Financing. Developer shall submit to Agency for approval the Evidence of Financing required by Section 2.6 of the Agreement.	At least thirty (30) days prior to the Close of Escrow.
4.	Approval of Financing. Agency shall approve or disapprove each submission of Developer's Evidence of Financing with respect to the Property, and shall so notify Developer.	Within fifteen (15) business days after receipt of such submission by Agency.
5.	Receipt of Entitlements. Developer shall obtain all entitlements necessary for the development of the Property in accordance with the Agreement.	At least thirty (30) days prior to Close of Escrow.

6.	Execution of Loan Documents and Agreement Containing Covenants. Developer shall execute the Loan Documents (Attachment Nos. 7, 8, and 9) and Agreement Containing Covenants (Attachment No. 6).	At least five (5) days prior to Close of Escrow.
7.	Management Plan. Developer shall submit a Management Plan for Agency review and approval.	At least thirty (30) days prior to the Release of Construction Covenants.
8.	Exterior Maintenance Plan. Developer shall submit an Exterior Maintenance Plan for Agency review and approval.	At least thirty (30) days prior to the Release of Construction Covenants.
9.	Close of Escrow. Developer shall have satisfied all conditions precedent to Close of Escrow, as required by Section 2.3.3 of the Agreement.	On or before September 1, 2008.
10.	Commencement of Rehabilitation. Developer shall commence the rehabilitation of the Property.	Within thirty (30) days of Close of Escrow.
11.	Tenant Selection. Developer shall submit a tenant selection plan for the Affordable Units for Agency review and approval.	At least (30) days prior to commencement of pre-leasing, but no later than Release of the Construction Covenants.
12.	Rental Rates. Developer shall submit a rental rate plan for the Affordable Units for Agency review and approval.	At least (30) days prior to commencement of pre-leasing, but no later than Release of the Construction Covenants.
13.	Commencement of Pre-Leasing. Developer shall commence pre-leasing of the Affordable Units.	On or before December 31, 2008.
14.	Completion of Rehabilitation. Developer shall complete rehabilitation of the improvements on the Property and the Affordable Units shall be fully leased to occupants in accordance with the Agreement.	On or before December 31, 2008.

ATTACHMENT NO. 3

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

This is the Scope of Development attached to the Affordable Housing Loan Agreement ("Loan Agreement") by and between the Imperial Beach Redevelopment Agency ("Agency "), and Beachwind Court, L.P., a California limited partnership ("Borrower"). Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

The Property is located at 624 12th Street in the City of Imperial Beach, California. Borrower shall develop the Property with two (2) residential apartment buildings ("Improvements"), as set forth below.

Borrower shall be responsible for providing all parking appropriate and necessary for the proposed development of the Property along with appropriate landscaping, all in accordance with applicable City regulations and standards. The Improvements shall be of high architectural quality, well landscaped, and effectively and aesthetically designed. The shape, scale, exterior design, and exterior finish of the Improvements must be consistent with, visually as well as physically related to, and an enhancement to the adjacent neighborhood. The City's issuance of a building permit for the project Improvements shall be deemed the City's determination that the Improvements satisfy the foregoing standard.

II. IMPROVEMENTS

A. General

The Improvements shall consist of the rehabilitation of a fifteen (15) unit residential apartment development with two buildings.

B. The Improvements

Borrower shall be responsible for rehabilitation of all the Improvements listed below to the specifications and acceptance of the Agency consistent with the approved basic concept drawings. These Improvements shall include, but not be limited to:

The interior units will have complete kitchen and bathroom repair, replacement of windows and sliding glass doors, screens and coverings throughout, complete carpet and vinyl replacement, and new paint throughout. Ceiling fans will be installed as needed, repairs will be made to all interior and exterior doors as needed, electrical switches will be replaced as needed. Common courtyard landscaping to be installed, entrance stairways to be widened and replaced, landscaping to

be replaced, exterior building repainted, new mailboxes and doors installed. Façade detail improvements planned for the street elevation.

C. Project Improvements

1. Apartment Units

Fourteen (14) of the apartment units shall be two bedroom units and one (1) apartment unit shall be a five bedroom unit. Each unit shall contain a kitchen equipped operable oven, stovetop, and refrigerator, onefull bathroom (vanity sink, toilet, shower/tub), living room, and dining room area.

2. Common Areas

Common areas shall consist of a central courtyard, barbeque area, and lawn.

III. PUBLIC IMPROVEMENTS

If applicable, Borrower shall be responsible for the financing and constructing of all of the on-Property and, off-Property public improvements necessary for the development of the Property (the "Public Improvements"). If applicable, the Public Improvements shall be constructed and developed in accordance with plans reviewed and approved by the Agency and the City, as appropriate.

IV. EASEMENTS

Borrower shall grant and permit all necessary and appropriate easements and rights for the development of the Property and rights of vehicular access, pedestrian access and all utility services on such terms and conditions as Agency and Borrower may agree.

V. ENVIRONMENTAL REVIEW

Borrower shall be responsible for causing the preparation of all environmental review and documents necessary for the development of the Property. In addition, Borrower shall be responsible for certification of any environmental documents in connection with the approval of the development provided for herein. Borrower shall be responsible for the payment of all such environmental costs and shall fully comply with all mitigation measures set forth therein.

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Pro Forma Analysis
624 12th Street

City of Imperial Beach

Keyser Marston Associates, Inc.

July 28, 2008

TABLE 1

PROJECT DESCRIPTION
624 12TH STREET
CITY OF IMPERIAL BEACH

I.	**Location**	624 12th Street		
II.	**Site Area**	14,810	SF	
		0.34	Acres	
III.	**Gross Building Area**			
	Residential Area	13,750	SF	100%
	Common Area	0	SF	0%
	Total Gross Building Area (GBA)	13,750	SF	100%
	FAR	0.93		
IV.	**Construction Type**	Type V		
V.	**Density**	44	Units/Acre	
VI.	**Number of Stories**	2	Stories	

		Number of Units			Unit Size	
VII.	**Unit Mix**					
	Two Bedroom	14	Units	93%	875	SF
	Five Bedroom	1	Unit	7%	1,500	SF
	Total/Average	15	Units	100%	917	SF

VIII.	**Affordability Mix**			
	Units @ 50% of AMI	7	Units	47%
	Units @ 60% of AMI	8	Units	53%
	Total	15	Units	100%
	% Affordable	100%	Affordable	
	Average Affordability	55%	of AMI	

IX.	**Parking**		
	Parking Spaces	21	Spaces

TABLE 2

DEVELOPMENT COSTS
624 12TH STREET
CITY OF IMPERIAL BEACH

	Totals	Per Unit		Comments
I. Direct Costs (1)				
Off-Site Costs (2)	$0	$0	$0	Per SF Site
On-Sites/Landscaping	$0	$0	$0	Per SF Site
Demolition	$0	$0	$0	Per SF Site
Parking	$0	$0	$0	Per Space
Rehabilitation (3)	$684,000	$45,600	$50	Per SF GBA
Storm Water Improvements (4)	$100,000	$6,667		Allowance
FF&E	$8,000	$533		Allowance
Contingency	$79,000	$5,267	10.0%	of Directs
Total Direct Costs	$871,000	$58,067	$63	Per SF GBA
II. Indirect Costs				
Architecture & Engineering	$58,500	$3,900	6.7%	of Directs
Permits & Fees (3)	$15,000	$1,000	$1	Per SF GBA
Legal & Accounting	$50,000	$3,333		Allowance
Taxes & Insurance	$85,000	$5,667	9.8%	of Directs
Developer Fee	$433,000	$28,867	49.7%	of Directs
Marketing/Lease-Up	$12,000	$800		Allowance
Contingency	$33,000	$2,200	5.0%	of Indirects
Total Indirect Costs	$686,500	$45,767	78.8%	of Directs
III. Financing Costs				
Loan Fees	$134,000	$8,933	15.4%	of Directs
Interest During Construction	$112,000	$7,467	12.9%	of Directs
TCAC Fees	$13,000	$867	1.5%	of Directs
Operating/Lease-Up Reserves	$39,489	$2,633	4.5%	of Directs
Total Financing Costs	$298,489	$19,899	34.3%	of Directs
IV. PILOT Fees	$175,000	$11,667	20.1%	of Directs
V. Total Costs Excluding Acquisition	**$2,030,989**	**$135,399**	**$148**	**Per SF GBA**
VI. Acquisition Costs				
Acquisition Costs	$2,100,000	$140,000	$153	Per SF GBA
Relocation (2)	$80,875	$5,392	$6	Per SF GBA
Closing Costs	$10,000	$667	$1	Per SF GBA
Total Acquisition Costs	$2,190,875	$146,058	$159	Per SF GBA
VII. Total Costs Including Acquisition	**$4,221,864**	**$281,458**	**$307**	**Per SF GBA**
Or Say (Rounded)	**$4,222,000**			

(1) Does not assume payment of prevailing wages.
(2) Developer estimate Not verified by KMA or City.
(3) Developer estimate Not verified by KMA or City.
(4) Per Agency, July 28, 2008.

TABLE 3

NET OPERATING INCOME
624 12TH STREET
CITY OF IMPERIAL BEACH

		Average Unit Size	# of Units	$/Month (1)	Total Annual
I. Gross Scheduled Income					
Two Bedroom @	50% of AMI	875 SF	7	$764	$64,000
Two Bedroom @	60% of AMI	875 SF	7	$927	$78,000
Five Bedroom @	60% of AMI	1,500 SF	1	$1,305	$16,000
Total/Average		917 SF	15	$878	$158,000
Add: Other Income			$10 /Unit/Month		$1,800
Gross Scheduled Income (GSI)					$159,800
II. Effective Gross Income					
(Less) Vacancy - Residential			5.0% of GSI		($8,000)
Effective Gross Income (EGI)					$151,800
III. Expenses					
(Less) Operating Expenses			$3,822 /Unit/Year		($57,330)
(Less) Service Amenities			$0 /Unit/Year		$0
(Less) Replacement Reserves			$350 /Unit/Year		($5,250)
(Less) Property Taxes			$0 /Unit/Year		$0
Total Operating Expenses			$4,172 /Unit/Year		($62,580)
			41.2% of EGI		
IV. Total Net Operating Income					**$89,220**
Or Say (Rounded)					**$89,000**

(1) Reflects more restrictive rents as calculated by TCAC and California Redevelopment Law using 2008 HUD and HCD income limits, respectively.

TABLE 4

FINANCING DEFICIT
624 12TH STREET
CITY OF IMPERIAL BEACH

I.	**Sources of Funds**	
	Supportable Loan (1)	$1,107,000
	Market Value of Tax Credits (2)	$1,055,000
	Deferred Developer Overhead Fee (3)	$85,000
	Income During Construction/Lease-Up	$30,000
II.	**Total Warranted Investment**	$2,277,000
	(Less) Development Costs	($4,222,000)
III.	**Financing Deficit**	**($1,945,000)**
	Per Affordable Unit	**($130,000)**
	Per Affordable Bedroom	**($59,000)**

TABLE 4 (CONT'D.)

FINANCING DEFICIT
624 12TH STREET
CITY OF IMPERIAL BEACH

(1) Supportable Debt

NOI	$89,000
Interest Rate	6.18%
Term (in years)	35
Debt Coverage Ratio	1.15
Annual Debt Service	$77,391
Supportable Debt	$1,107,000

(2) Low Income Housing Tax Credits (Federal)

Threshold Basis Limits:	Effective: January 2008			
Two Bedroom	14	$215,200	/Unit	$3,012,800
Five Bedroom	1	$306,875	/Unit	$306,875
Subtotal	15	$221,312	/Unit	$3,319,675
Add: Basis Adjustments			100%	$3,319,675
Add: Local Development Impact Fees	80% of Permits and Fees			$12,000
Total Threshold Basis Limit				$6,651,350

Estimate of Eligible Basis:		
Total Development Costs **		$4,038,000
(Less) Ineligible Costs		($718,489)
Eligible Basis		$3,319,511
Acquisition Basis		$1,840,000
Rehabilitation Basis		$1,478,511
Subtotal		$3,318,511
Maximum Eligible Basis		$3,319,511
Tax Credit Qualified Units/Applicable Factor	100.0%	$1,840,000
Impacted Bonus Factor (Rehabilitation Basis)	130.0%	$1,922,064
Acquisition Basis and Rehabilitation Basis (incl. Bonus Factor)		$3,762,064
Tax Credit Rate @	3.34%	$125,653
Total Tax Credits @	10	$1,256,529
Limited Partner Share	99.99%	$1,256,404
Present Market Value @	84%	$1,055,000

(3) Estimate of Deferred Developer Overhead Fee

Eligible Basis		$3,319,511
(Less) Developer Fee		($433,000)
Unadjusted Eligible Basis		$2,886,511
Developer Overhead Fee	15.0%	$433,000
Developer Overhead Fee		$433,000
Total Deferred Developer Overhead Fee	19.6%	$85,000

* Imputed by KMA.
** Excluding PILOT fees.

TABLE 5

REPAYMENT OF DEFERRED DEVELOPER FEE
624 12TH STREET
CITY OF IMPERIAL BEACH

		Year	1	2	3	4	5	6	7	8	9	10	55
I.	Gross Scheduled Income (GSI)		$159,800	$163,795	$167,890	$172,087	$176,389	$180,799	$185,319	$189,952	$194,701	$199,568	$606,269
	(Less) Vacancy		($8,000)	($8,190)	($8,394)	($8,604)	($8,819)	($9,040)	($9,266)	($9,498)	($9,735)	($9,978)	($30,313)
II.	Effective Gross Income (EGI)		$151,800	$155,605	$159,495	$163,483	$167,570	$171,759	$176,053	$180,454	$184,966	$189,590	$575,956
III.	(Less) Operating Expenses		($62,580)	($64,587)	($66,663)	($68,813)	($71,037)	($73,340)	($75,723)	($78,190)	($80,743)	($83,385)	($372,668)
IV.	Total Net Operating Income		$89,220	$91,019	$92,832	$94,670	$96,532	$98,419	$100,330	$102,265	$104,223	$106,205	$203,287
	(Less) Debt Service		($77,391)	($77,391)	($77,391)	($77,391)	($77,391)	($77,391)	($77,391)	($77,391)	($77,391)	($77,391)	$0
V.	Project Cash Flow		$11,829	$13,627	$15,441	$17,279	$19,141	$21,028	$22,939	$24,873	$26,832	$28,814	$203,287
VI.	(Less) Limited Partner Asset Mgmt. Fee		($5,000)	($5,150)	($5,305)	($5,464)	($5,628)	($5,796)	($5,970)	($6,149)	($6,334)	($6,524)	$0
	(Less) General Partner Asset Mgmt. Fee		($2,500)	($2,575)	($2,652)	($2,732)	($2,814)	($2,898)	($2,985)	($3,075)	($3,167)	($3,262)	($12,335)
	Total Asset Management Fees		($7,500)	($7,725)	($7,957)	($8,195)	($8,441)	($8,695)	($8,955)	($9,224)	($9,501)	($9,786)	($12,335)
VII.	Total Cash Flow Available for Distribution		$4,329	$5,902	$7,484	$9,083	$10,700	$12,333	$13,983	$15,649	$17,331	$19,028	$190,952
VIII.	Cash Flow Available for Distribution		$4,329	$5,902	$7,484	$9,083	$10,700	$12,333	$13,983	$15,649	$17,331	$19,028	$190,952
	(Less) Repayment of Deferred Developer Fee		($4,329)	($5,902)	($7,484)	($9,083)	($10,700)	($12,333)	($13,983)	($15,649)	($17,331)	($16,600)	$0
	Net Cash Flow Available for Distribution		$0	$0	$0	$0	$0	$0	$0	$0	$0	$2,428	$190,952
IX.	Agency Loan Repayment												
	Beginning Balance		$1,945,000	$2,003,350	$2,061,700	$2,120,050	$2,178,400	$2,236,750	$2,295,100	$2,353,450	$2,411,800	$2,470,150	$1,810,801
	Interest	3.00%	$58,350	$58,350	$58,350	$58,350	$58,350	$58,350	$58,350	$58,350	$58,350	$58,350	$54,324
	(Less) Cash Flow Credit of (1)		$0	$0	$0	$0	$0	$0	$0	$0	$0	($1,214)	($152,762)
	Ending Balance		$2,003,350	$2,061,700	$2,120,050	$2,178,400	$2,236,750	$2,295,100	$2,353,450	$2,411,800	$2,470,150	$2,527,286	$1,712,364
X.	Developer Fee Repayment												
	Beginning Balance		$85,000	$84,564	$82,535	$78,831	$73,358	$66,018	$56,709	$45,323	$31,750	$15,873	
	Interest (2)	4.58%	$3,893	$3,873	$3,780	$3,610	$3,360	$3,024	$2,597	$2,076	$1,454	$727	
	(Less) Cash Flow Credit of		($4,329)	($5,902)	($7,484)	($9,083)	($10,700)	($12,333)	($13,983)	($15,649)	($17,331)	($16,600)	
	Ending Balance		$84,564	$82,535	$78,831	$73,358	$66,018	$56,709	$45,323	$31,750	$15,873	$0	

Assumptions:			
Income Escalation	2.5%	Services/Amenities Escalation	0.0%
Vacancy	5.0%	Replacement Reserves Escalation	0.0%
Operating Expense Escalation	3.5%	Asset Management Fee Escalation	3.00%
Property Tax Escalation	2.0%		

Debt Service:	
NOI	$89,000
Interest Rate	6.18%
Term	35
Debt Coverage	1.15
Annual Debt Service	$77,391

(1) Assumes 50% split between Agency and Developer for years 1-35 and 80%/20% for years 36-55 (after repayment of deferred developer fee).
(2) Reflects long-term Applicable Federal Rate (August 2008), per Pillsbury Winthrop LLP (http://pmstax.com/afr/).

Prepared by: Keyser Marston Associates, Inc.
Filename: i:\Imperial Beach\624 12th Street_TCAC Application_FINAL; 7/28/2008;rks

ATTACHMENT NO. 5

METHOD OF FINANCING

This is the Method of Financing attached to the Affordable Housing Loan Agreement ("Loan Agreement") by and between the Imperial Beach Redevelopment Agency ("Agency") and Beachwind Court, L.P., a California limited partnership ("Borrower"), pertaining to the acquisition and rehabilitation of a 15- unit affordable rental residential housing on the Property. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

1. **Total Development Cost**. The parties estimate that the cost of the development of the Affordable Units will be approximately $4,222,000, to be provided as follows in Section 2 of this Method of Financing.

2. **Sources of Financing**. The parties anticipate that the Project Costs shall be financed with a combination of loans and Borrower's equity, as set forth in the following chart and as described below:

Source of Funds	Construction	Permanent
Bond Financing	$2,100,000	$1,107,000
Agency Loan - construction	$1,219,500	$1,945,000
Agency Loan - Pilot Fees	$175,000	
Borrower Equity:		$1,055,000
	$210,000	
Deferred Developer Fee/Income During Construction Period:	$517,500	$115,000
TOTAL FINANCING	$4,222,000	$4,222,000

2.1 CONSTRUCTION PERIOD FINANCING

a. Bond Financing. The bond financing derived from the proceeds of the publicly issued multifamily housing revenue bonds (the "Bonds") in the approximate original principal amount of $2,100,000 (the "Bond Financing") shall be used as part of the construction and permanent financing consistent with the chart set forth above and shall be secured by one or more senior priority deeds of trust on the Property (the beneficiaries of which shall include the Bond Financing, any credit enhancer or guaranty facility, referred to herein collectively as the "Senior Lenders").

b. Agency Loan. A construction/permanent loan from the Agency in the original principal amount of ONE MILLION NINE HUNDRED AND FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($1,945,000.00) (the "Agency Loan"), subject to the following:

(1) The term shall commence upon the Close of Escrow;

(2) The Agency Loan shall be secured by a deed of trust that is in second priority, subordinate only to the Bond Financing;

(3) The outstanding balance of the Agency Loan shall bear simple interest at the rate of three percent (3%) per annum.

(4) The Agency Loan shall be repaid as follows:

(A) 50% of Residual Receipts shall be paid on an annual basis to Agency and applied as they are received to the outstanding balance of principal and interest of the Agency Loan;

(B) the remaining outstanding balance together with all accrued interest thereon shall be due and payable at the fifty-fifth (55th) anniversary of the conversion to permanent financing.

(5) In addition, the Agency Loan shall be subject to prepayment equal to any "Additional Proceeds" (defined in paragraph d. of this Section, below).

(6) The obligation to repay the Agency Loan shall be evidenced by the Agency Promissory Note substantially in the form attached to the Loan Agreement as Attachment No. 7.

(7) Gap Assistance. The parties acknowledge that the Agency Loan is intended to be gap assistance for the construction of the Affordable Units, not to exceed the amount needed to bridge the gap between the total Project Costs (as defined herein) and the maximum loans obtainable by Borrower plus Borrower's Equity (as defined herein), but in any event not to exceed the dollar amounts set forth in the Method of Financing. The proceeds of the Agency Loan shall be used exclusively to pay Project Costs of the Affordable Units as identified in the Agency approved Project Budget attached to the Loan Agreement as Attachment No. 4.

(A) In the event the actual amount of the Project Costs is less than provided in the Project Budget, then the principal amount of the Agency Loan shall be reduced by (i) 100% of the difference between budgeted and anticipated Project Costs, less (ii) the reduction in Borrower's Tax Credit Equity as a result of such reduction in Project

Costs, and less (iii) any reduction in Bond Financing below the amount get forth herein.

(B) In the event any of the construction financing sources (excluding deferred developer fee) are greater than the respective amounts set forth herein and the Project Costs are not greater than such Project Budget amount, then the principal amount of the Agency Loan shall be reduced by an amount equal to 75% of such difference. In the event any of the construction financing sources (excluding deferred developer fee) are greater than the respective amounts set forth herein but the Project Costs are greater than said Project Budget amount, then the increased amount of any of the construction financing sources may first be used to pay any increase in Project Costs first approved in writing by the Agency (or otherwise permitted without Agency approval pursuant to Section 3 hereof), and then any remaining funds shall be used to reduce the Agency Loan by an amount equal to 75% of such remaining funds.

(C) In the event any of the permanent financing sources are greater than the respective amounts set forth herein and the Project Costs are not greater than such Project Budget amount, then the principal amount of the Agency Loan shall be reduced by an amount equal to 75% of such difference. In the event any of the permanent financing sources (excluding deferred developer fee) are greater than the respective amounts set forth herein but the Project Costs are greater than said Project Budget amount, then the increased amount of any of the permanent financing sources may first be used to pay any increase in Project Costs first approved in writing by the Agency (or otherwise permitted without Agency approval pursuant to Section 3 hereof), and then any remaining funds shall be used to reduce the Agency Loan by an amount equal to 75% of such remaining funds.

Except as otherwise provided by this Agreement, the Agency Loan shall not be subordinated to such increased amount of any permanent financing sources beyond the sources and respective amounts allowed by this Method of Financing, without the prior written approval of the Agency.

(8) The timing and proportions of the disbursements of the Agency Loan by the Agency, including retentions and holdbacks, shall be as follows. ONE MILLION TWO HUNDRED AND NINETEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ($1,219,500) of the Agency Loan shall be disbursed to Developer at Close of Escrow and ONE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS ($175,000.00) of the Agency Loan shall be disbursed to the City of

Imperial Beach at Close of Escrow. The balance of the Agency Loan shall be disbursed to Developer three (3) months after the Release of the Construction Covenants.

c. Borrower's Equity. Equity from the Borrower (the "Borrower Equity"), consisting of the following:

(1) Approximately $1,055,000, to be provided by the Tax Credit Equity Investor, which shall include approximately $210,000 to be disbursed during the construction period and the balance to be disbursed following Completion;

(2) Borrower shall be responsible for providing all other funds which may be needed to pay for development costs for the Affordable Units and for cost overruns and contingencies not otherwise funded by the construction financing or the Agency Loan. The first source of such funds shall be through deferral of a portion of the Developer Fee for the Project.

Borrower Equity described in this paragraph c. shall consist of funds provided by Borrower or borrowed so long as repayment is not secured by any deed of trust on the Property.

d. Additional Proceeds

(1) To the extent final Project Costs, as determined by a cost certification performed not later than 90 days following Completion, at Borrower's expense, by a Certified Public Accountant acceptable to the Agency, are less than total financing obtained for the Project, anticipated to be $4,222,000, the resulting cost savings ("Cost Savings") shall be allocated to pay accrued interest on and then reduce the principal amount of the Agency Loan.

(2) To the extent the total sources of Financing for the Project (excluding deferred developer fee) exceed $4,222,000, upon the disbursement of the final draw on the Bond Construction Financing, then seventy-five percent (75%) of the amount in excess of $4,222,000 (the "Additional Construction Proceeds") shall be allocated to pay accrued interest on and then reduce the principal amount of the Agency Loan, except to the extent such Additional Proceeds are needed to pay for cost overruns for which no other funds are available.

2.2 PERMANENT SOURCES OF FINANCING

a. The construction loan shall be converted into a permanent loan (the "Permanent Loan") derived from the proceeds of the Bonds in the approximate original principal amount of $1,107,000, secured by one or more senior priority deeds of trust (the beneficiaries of which shall include the Permanent Lender, any credit enhancer or

permanent financing guaranty facility, referred to herein collectively as the "Senior Permanent Lenders", and, together with the Senior Construction Lenders, described above, referred to as the "Senior Lenders").

b. The Agency Loan, as described in paragraph b. of Section 2.1, above (subject to adjustment to reflect any Additional Proceeds, described in paragraph d. of Section 2.1, above, and paragraph d. of this Section 2.2).

c. Borrower Equity, as described in paragraph c. of Section 2.1, above.

d. Additional Proceeds. To the extent Borrower obtains (i) a Permanent Loan in a principal amount in excess of $1,107,000, and/or (ii) Tax Credit Equity in excess of $1,055,000, Borrower shall apply an amount equal to 75% of the sum of (i) any Permanent Loan proceeds thereof in excess of $971,000, plus (ii) any Tax Credit Equity in excess of $1,055,000 (the "Additional Permanent Proceeds") to first pay the deferred developer fee in excess of 10% of the total developer fee amount, and then to pay accrued interest on, and then reduce or repay the principal amount of the Agency Loan, except to the extent such Additional Proceeds are needed to pay for cost overruns for which no other funds are available. If at any time Borrower refinances the initial Permanent Loan, Borrower shall apply the proceeds of any such refinancing in excess of the amount needed to pay in full the then-current balance of the Permanent Loan, to pay accrued interest on, and then reduce the principal amount of the Agency Loan.

3. **Project Budget**. The parties anticipate that all Project Costs for the Affordable Units shall be as set forth in the Project Budget ("Project Costs") attached to the Loan Agreement as Attachment No. 4 (the "Project Budget"), incorporated herein by this reference. Any change order in excess of One Hundred Thousand Dollars ($100,000) or any amendment to the total Project Budget (collectively referred to as a "Revision") shall require the approval of the Director or designee, in addition to any approval required by any Senior Lender; provided that the principal amount of the Agency Loan shall not be amended without the express approval of the governing body of the Agency in its sole and absolute discretion. Except as provided in the previous sentence, the Director or designee shall not unreasonably withhold approval of any requested Revision for which the Senior Lender's approval is not required, under the terms of the Senior Loan documents, or which has been approved by the Senior Lender if, within fifteen (15) working days after receipt of the request, Agency receives such explanation and/or back-up information as was received and relied upon by the Senior Lender in connection with its approval of the Revision, and if the following conditions are satisfied:

a. to the extent the Revision is limited to a reallocation of budgeted funds among Project Budget line items without any increase in the total Project Budget or the Agency Loan, (i) the funds in the line item(s) to be reduced remain sufficient for completion of the Project, and (ii) the requested

increase in one or more line item(s) is to be used to pay approved costs; and

b. to the extent the Revision involves an increase in the total Project Budget, (i) additional funds in an amount equal to the increase in the total Project Budget will be provided by Borrower or the Senior Lender and (ii) the requested increase in the Project Budget is to be used to pay approved costs.

Upon approval of any Revision, the Project Budget shall be replaced by the approved revised Project Budget.

The Project Budget shall contain a cost breakdown for each component cost for the development of the Affordable Units, which shall be subject to the prior written approval of the Director or designee.

4. **Evidence of Financing**. The sum of the sources of construction financing described in Section 2.1, above, shall be sufficient at all times to pay all Project Costs as set forth in the most recently approved Project Budget, and the sum of the sources of Permanent financing described in Section 2.2, above, shall be at least equal at all times to the sum of the Construction-period sources of funds plus all other Project Costs. Within the time provided therefor in the Schedule of Performance, Borrower shall submit, for approval by the Director or designee, evidence of such financing, including all documents required by the Construction Lender relating to the Bond Financing and all documents evidencing the availability of permanent financing upon completion of the Project. The Director or designee shall not unreasonably withhold his or her approval. Borrower shall provide written certification to the Agency that such financing documents are correct copies of the actual documents to be executed by Borrower on or before the Closing Date. To the extent that the sum of the sources of funds described in Section 2.1, above, is insufficient to pay all Project Costs, Borrower shall demonstrate the availability prior to the Closing of increased Borrower's Equity (including Developer Fee deferral) at least equal to the shortfall.

5. **Subordination**. The Agency Deed of Trust shall be subordinate to the lien of any deed of trust securing the Bond Financing and any deed of trust in favor of any Senior Lender in connection therewith, and any regulatory agreement to be recorded in connection with the Bonds and/or the Low Income Housing Tax Credit. Prior to the recordation of the Agency Deed of Trust, the Director or designee shall execute such subordination agreements as may be necessary to subordinate the Agency Deed of Trust to the lien of any Senior Deed of Trust, provided such subordination agreements are reasonably acceptable to the Director or designee and provided that the Agency shall not subordinate the affordability covenants for the Affordable Units to the Senior Lender deeds of trust. Concurrently with the recordation of any Senior Lender deeds of trust, the Director or designee shall execute any subordination agreement as may be reasonably necessary to subordinate the Agency Deed of Trust to the lien of any Senior Lender deeds of trust, including but not limited to any Senior Lender deeds of trust in favor of Fannie Mae, if applicable, in the form required by Fannie Mae for publicly assisted projects, if applicable; provided, however, that Agency's agreement to subordinate the Agency Deed of Trust to the Bond Financing and/or Senior Lender deeds of trust shall be subject to the applicable lender agreeing to provide written commitments reasonably designed to protect the Agency's investment in the event of default, as

provided in California Health and Safety Code Section 33334.14. Upon the reasonable request of the Tax Credit Equity Investor or a Senior Lender, Agency shall execute from time-to-time such estoppel certificates to the extent they are consistent with the terms of this Agreement.

Any deed of trust securing the Bond Financing, the Permanent Loan, and any deed of trust in favor of any Senior Lender shall be subordinate to the Agreement Containing Covenants.

Updated 7-17-2008

First American Title Insurance Company

11512 El Camino Real, Suite 350
San Diego, CA 92130

Order Number:	DIV-3028882 (06)
Title Officer:	Dianne Livingston
Phone:	(858)509-2113
Fax No.:	(866)559-1843
E-Mail:	dslivingston@firstam.com
Escrow Officer:	Amy Boyd (AB)
Phone:	858-410-2144
Fax No.:	858-777-3547
E-Mail:	amyboyd@firstam.com
Buyer:	Chelsea Investments
Owner:	Pruitt
Property:	624 12th Street Imperial Beach, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company 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 referred to as an exception below 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 Limit 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 hereto) 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 July 14, 2008 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

TO BE DETERMINED

A specific request should be made if another form or additional coverage is desired.

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

DALE WAYNE PRUITT AND ELLEN JOY PRUITT, TRUSTEES OF THE 2000 DALE WAYNE PRUITT AND ELLEN JOY PRUITT REVOCABLE TRUST, DATED JUNE 14, 2000

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

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2008-2009, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2007-2008.

First Installment:	$7,883.28, PAID
Penalty:	$0.00
Second Installment:	$7,883.28, PAID
Penalty:	$0.00
Tax Rate Area:	14016
A. P. No.:	626-230-16-00

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. The terms and provisions contained in the document entitled Covenant and Agreement recorded September 30, 1985 as Instrument No. 85-360818 of Official Records.

5. A deed of trust and financing statement to secure an original indebtedness of $785,000.00 recorded July 11, 2005 as Instrument No. 2005-0583369 of Official Records.

Dated:	July 6, 2005
Trustor:	Dale Wayne Pruitt and Ellen Joy Pruitt, Trustees of the 2000 Dale Wayne Pruitt and Ellen Joy Pruitt Revocable Trust dated June 14, 2000
Trustee:	California Reconveyance Company, a California Corporation
Beneficiary:	Washington Mutual Bank, a Federal Association

6. The fact that the land lies within the boundaries of the Palm Avenue/Commercial Redevelopment Project Area, as disclosed by the document recorded July 27, 2007 as Instrument No. 2007-0502890 of Official Records.

Prior to the issuance of any policy of title insurance, the Company will require:

7. With respect to the trust referred to in the vesting:
a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

WIRE INSTRUCTIONS
for
First American Title Company

First American Trust, FSB
5 First American Way
Santa Ana, CA 92707

ABA 122241255
Credit to First American Title Company
Account No. 3012750000

Reference Escrow Order Number DIV-3028882, and Escrow Officer Karen Hagen

Please wire the day before recording. Also, notify the Escrow Officer of your intent to wire.

Funds for other loans being insured by First American Title Company must not be combined into one wire or funds may be returned.

LEGAL DESCRIPTION

Real property in the City of Imperial Beach, County of Imperial, State of California, described as follows:

LOTS 33, 34, 35 AND 36 IN BLOCK 18 OF SOUTH SAN DIEGO TOWNSIDE, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 133, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 5, 1887.

TOGETHER WITH THAT PORTION OF THE WESTERLY 10.00 FEET OF 12TH STREET (SHOWN AS 6TH STREET), LYING EASTERLY OF AND ADJACENT TO SAID LOTS 33, 34, 35 AND 36 AS VACATED AND CLOSED TO PUBLIC USE, BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, IN RESOLUTION NO. 1439, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 4, 1968 AS INSTRUMENT NO. 193024 OF OFFICIAL RECORDS.

APN: 626-230-16-00

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

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. 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 notice 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.

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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 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 or interest insured by their 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.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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 estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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 (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at 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.
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 statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
   (a) to timely record the instrument of transfer; or
   (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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 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.
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) 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 estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
   (a) to timely record the instrument of transfer; or
   (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
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 any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

   * land use
   * land division
   * improvements on the land
   * environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:

* a notice of exercising the right appears in the public records on the Policy Date
* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
* that are created, allowed, or agreed to by you
* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
* that result in no loss to you
* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.
5. Lack of a right:
* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

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 any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. land use
   d. improvements on the land
   e. land division
   f. environmental protection

   This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
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 apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
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 appear 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.d, 22, 23, 24 or 25.
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 18.

LIMITATIONS ON COVERED RISKS

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

Covered Risk 14, 15, 16 and 18, 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 14:	1% of Policy Amount or $5,000.00 (whichever is less)	$10,000.00
Covered Risk 15:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 16:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00

Covered Risk 18: 1% of Policy Amount or $2,500.00 (whichever is less) $5,000.00

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

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 and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise 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. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this 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) 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 (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
   (e) resulting in loss or damage which 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 the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with 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, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
   (a) The time of the advance; or
   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
   This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances 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 public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

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).

15. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006

WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 14 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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, 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.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
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, 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 Risks 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.

17. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 16 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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, 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.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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ATTACHMENT NO. 6

OFFICIAL BUSINESS
Document entitled to free
recording per Government Code
Section 6103

Recording Requested By and
When Recorded Mail to:

Imperial Beach Community Development Agency
825 Imperial Beach Boulevard
Imperial Beach, California 91932
Attention: Jerry Selby, Redevelopment Coordinator

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY (INCLUDING RENTAL RESTRICTIONS)

This AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY (INCLUDING RENTAL RESTRICTIONS) ("Agreement") is entered into as of _____, 2008, by and between the IMPERIAL BEACH REDEVELOPMENT AGENCY ("Agency") and BEACHWIND COURT, L.P., a California limited partnership ("Owner"), with reference to the following:

A. Owner is the owner of that certain real property (the "Property") located in the City of Imperial Beach, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

B. The Property is the subject of that certain Affordable Housing Loan Agreement ("Loan Agreement") by and between the Agency and Owner ("Borrower" therein), pertaining to the acquisition and rehabilitation development of a 15-unit affordable rental residential housing on the Property. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

NOW, THEREFORE AGENCY AND OWNER COVENANT AND AGREE AS FOLLOWS:

1. Purpose of this Agreement. This Agreement is in furtherance of and is subject to requirements of the provisions of the California Community Redevelopment Law (Health and Safety Code sections 33000 *et seq.*) and the Loan Agreement.

2. Use Restrictions. Owner, on behalf of itself and its successors, assigns, and each successor in interest to the Property or any part thereof, hereby covenants and agrees that Owner, such successors, and such assigns shall develop and devote the Property and the

Project in accordance with and subject to all of the terms and conditions of the Scope of Development, the Loan Agreement, and this Agreement, and all plans approved by any governmental agency pursuant to the Loan Agreement.

3. Affordable Housing Requirements. Owner covenants and agrees, on behalf of itself and its successors, assigns, and each successor in interest to the Property or any part thereof), that for a period of fifty-five (55) years, beginning from the date of the City's issuance of a certificate of occupancy for the Project ("Affordability Period"):

   a. The Property shall be rehabilitated and used solely as an affordable housing rental development, containing fifteen (15) Affordable Units.

   b. The Affordable Units shall be rented exclusively to and occupied by 50% AMI Households and 60% AMI Households at Affordable Rents, as specifically set forth in Exhibit B, attached hereto and incorporated herein by this reference.

   c. Owner and its successors and assigns shall maintain the bedroom mix with respect to the Affordable Units rented exclusively to and occupied by 50% AMI Households and 60% AMI Households, as specifically set forth in Exhibit B.

   d. Each Affordable Unit shall be rented to not more than one household at any time.

   e. The maximum incomes of residential tenants eligible to rent the Affordable Units shall be determined on the basis of the AMI, subject to the following:

      (i) Examination of Income Eligibility. All proposed tenants must be income-eligible.

      (ii) Over-Income Tenants. Owner shall either comply with the TCAC rules for over-income tenants or, in the absence of any TCAC rules, shall comply with the following rule: any tenant who initially qualified as 50% AMI Household or 60% AMI Household, as applicable, and who no longer qualifies as 50% AMI Household or 60% AMI Household, respectively, shall pay as rent an amount equal to 30 percent of the Household Income, and shall be given one (1) year to relocate from the Affordable Unit for which they initially qualified.

      (iii) Maximum Rents. The maximum rents that may be charged to any tenant of an Affordable Unit, including a utility allowance for energy efficient units published by the County of San Diego, shall not exceed an affordable rent, as defined in Health and Safety Code section 50053(b).

   f. Tenant Selection. At least thirty (30) days prior to commencement of pre-leasing, but no later than the Release of Construction Covenants, Owner shall submit to the Agency a written plan describing the proposed Affordable Unit tenant selection policies and criteria for the Agency's approval or disapproval thereof in

writing, in accordance with the Schedule of Performance (Attachment No. 2). The tenant selection policies and criteria shall require that preference be given to people who live or work in the City of Imperial Beach in the renting of the Affordable Units, subject to conformance with applicable federal and state fair housing requirements and requirements of the low income housing tax credit program. In addition, the tenant selection policies and criteria shall be:

(i) consistent with the purpose of providing housing for 50% AMI Households and 60% AMI Households;

(ii) reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

(iii) Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

(iv) Give prompt written notification to any rejected applicant of the grounds for any rejection.

g. Recordkeeping. Owner covenants and agrees to annually complete and submit to the Agency an annual report (the "Annual Report"). The Annual Report shall include for each Affordable Unit, monthly rent records and tenant income eligibility certifications. The income information shall be supplied by the tenant in a certified statement on a form provided by the Agency or by TCAC or HCD. The Owner shall submit the Annual Report on or before the end of the first quarter of the fiscal year following the fiscal year covered by the Annual Report. The Owner shall provide for the submission of such information in its leases with tenants. Agency shall have the right to audit tenant files to verify compliance with income and affordability requirements. Records shall be maintained by Owner for a period of not less than three (3) years after the tenant no longer resides at the Property.

h. Pilot Fees. In the event that Borrower obtains an exemption from the payment of property taxes for the Property, Owner covenants and agrees to pay to the City payments in lieu of property taxes ("Pilot Fees") as provided herein. Commencing from the date of the Release of Construction Covenants, and continuing each year for fifty-five (55) calendar years thereafter, on November 1st of each such year, Borrower shall pay "Pilot Fees" to the City in the amount of $11,000 per year plus an annual 2% adjustment every year after the first year of payment of the Pilot Fees, in accordance with the Payment Schedule for Pilot Fees attached hereto as Exhibit C and incorporated herein by this reference. The first year of Pilot Fees shall be prorated from the date of the Release of Construction Covenants to the end of the applicable fiscal year, based upon a calendar year of 365 days. The foregoing amount of Pilot Fees is calculated based on the approximate amount of property taxes which would have been received by the City with respect to the Property if no property tax exemption

were available. The amount of Pilot Fees due to the City shall not be altered from the foregoing amounts, even if the actual amount of property taxes which would have been received by the City is larger or smaller than the foregoing amounts. If at any time during the fifty-five (55) year period the property is no longer eligible for an exemption from property taxes, no Pilot Fees shall thereafter be payable to the City for the period of non-eligibility. _____.

4. Maintenance. Owner and its successors and assigns shall maintain all interior and exterior improvements on the Property, including landscaping, in good condition and repair (and, as to landscaping, in a healthy condition), reasonable wear and tear excepted, and in accordance with applicable laws, rules, ordinances, orders and regulations of all governmental agencies and bodies having or claiming jurisdiction. Owner and its successors and assigns shall keep the Property free from all graffiti and any accumulation of debris or waste material. Owner shall make all repairs and replacements necessary to keep the improvements in good condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials. The maintenance covenant contained in this Section 4 shall remain in effect for the Affordability Period and shall run in favor of the Agency. The Agency shall have the right to enter upon the Property to inspect both the interiors and exteriors of the Property, upon seventy-two (72) hours' notice to Owner, subject to tenants' rights of occupancy. The Agency may perform or cause to be performed the maintenance necessary to cure any default of these maintenance covenants and Owner shall be liable for payment for City or Agency's reasonable costs (excluding staff salaries and overhead and other similar costs) to perform such required maintenance; provided, however, that the Owner first be given written notice by Agency of the actions required to cure any default, and Owner, after receipt of such notice, shall have thirty (30) days to cure such defaults, but Owner shall not be deemed in default of the foregoing maintenance covenant if such default cannot reasonably be cured within the thirty (30) day period referenced above so long as Owner has commenced to cure such default within the same thirty (30) day period and is diligently proceeding with the work to cure such default. Notwithstanding the foregoing, if any property conditions are reasonably identified by the Agency (after a property inspection attended by a representative of Owner) that pose an immediate danger to human safety, Owner shall have three (3) days to effect corrections of such condition(s) to the Director's or designee's reasonable satisfaction.

5. Exterior Maintenance Plan. Owner, its successors and assigns, shall maintain the exterior of the structures on the Property in accordance with an Exterior Maintenance Plan prepared by Owner and approved by the Agency in accordance with the Loan Agreement. In the event Owner or its successors and assigns fail to maintain the exterior of the structures on the Property in accordance with the approved Exterior Maintenance Plan, the Agency shall have the right, but not the obligation, to enter the Property, correct any violation, and hold the Owner or its successors and assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property.

6. Management. Owner, on behalf of itself and its successors, assigns, and each successor in interest to the Property or any part thereof, hereby covenants and agrees that Owner,

and its successors or assigns, shall manage and operate the Property and the Affordable Units in accordance with a Management Plan prepared by Owner and submitted to and approved in writing by the Agency as provided herein, including such amendments as may be requested by Owner and approved by the Agency from time to time. The Management Plan shall include, at a minimum, the following components:

a. Management Agent. Owner shall submit to the Agency for review and approval in writing the name and qualifications of the proposed management agent. The Agency shall reasonably approve or disapprove the proposed management agent in writing based on the experience and qualifications of the management agent.

b. Management Plan. Owner shall submit to the Agency for review and approval in writing a copy of the proposed Management Plan specifying the amount of the management fee, and the relationship and division of responsibilities between Owner and management agent.

c. Annual Budget and Projected Cash Flows. Prior to the Closing, and annually thereafter not later than seventy-five (75) days after the close of each fiscal year thereafter, Owner shall submit a projected operating budget and cash flow to the Agency. The budget and cash flow shall be in a form that is acceptable to the Agency.

d. Required Change in Management. The requirements of Section 7, below.

7. Required Change in Management. Owner, on behalf of itself and its successors, assigns, and each successor in interest to the Property or any part thereof, hereby covenants and agrees that if at any time the Agency determines that the Affordable Units are not being managed or maintained in accordance with the approved Management Plan, Owner shall change the management agent or the practices complained of, upon receipt of written notice from the Agency. The Agency may require Owner to change management practices or to terminate the management contract and designate and retain a different management agent, to be approved by the Agency. The Management Plan shall provide that it is subject to termination by Owner without penalty, upon thirty (30) days prior written notice, at the direction of Agency. Within ten (10) days following a direction of the Agency to replace the management agent, Owner shall select another management agent or make other arrangements satisfactory to the Agency for continuing management of the Affordable Units, subject to the approval of Senior Lender(s).

8. Non-Discrimination. The Owner covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, creed, color, national origin, sex, sexual orientation, disability, marital status, age or any other protected classification in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall Owner itself or any person claiming under or through it establish or permit any such practice or practices

of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

9. Non-Discrimination Clause. Owner, on behalf of itself and its successors, assigns, and each successor in interest to the Property or any part thereof, hereby covenants and agrees that Owner, and its successors or assigns, shall refrain from restricting the rental, sale or lease of the Property on the basis of race, religion, creed, color, national origin, sex, sexual orientation, disability, marital status, age or any other protected classification. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The Owner herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Owner or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the paragraph, with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of

discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

Notwithstanding the above paragraph, with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph. "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

c. In contracts: The foregoing provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under this Agreement.

10. Effect and Duration of Covenants. The covenants established in this Agreement and any amendments hereto duly approved by the parties hereto shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Agency and its successors and assigns. All of the terms and provisions and covenants of this Agreement shall remain in effect during the Affordability Period, except that the prohibitions against non-discrimination shall remain in effect in perpetuity.

11. Beneficiary of Covenants. The Agency is deemed the beneficiary of the terms and provisions of this Agreement and the covenants herein, both for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this Agreement and the covenants running with the land have been provided. The Agency shall have the right, if the covenants are breached, to exercise all available rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants are entitled.

12. Covenants Run with the Land. The covenants and agreements contained herein shall run with the land.

13. Enforcement. If a violation of any of the covenants or provisions of this Agreement, the Agency, without regard to whether Agency is an owner of any land or interest therein to which these covenants relate, may, after the expiration of any applicable cure periods and thirty days notice to the Owner and its limited partners at the address noted below, institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by the Owner of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or

violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

CIC Beachwind, LLC
c/o Chelsea Investment Corporation
5993 Avenida Encinas, Suite 101
Carlsbad, California 92008
Attn: James J. Schmid
Phone: (760) 456-6000
Fax: (760) 456-6001

14. Counterparts. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

15. Waivers. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency or the Owner, and all amendments hereto must be in writing and signed by the appropriate authorities of the Agency and the Owner.

16. Inspection of Books and Records. The Agency has the right at all reasonable times to inspect, audit and copy, at no cost to the Agency, the books and records of Owner pertaining to the Property and each Affordable Unit as pertinent to the purposes of this Agreement, upon reasonable advance notice provided to the Owner

IN WITNESS WHEREOF, the Agency and the Owner have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, as of the date first set forth hereinabove.

IMPERIAL BEACH REDEVELOPMENT AGENCY

Date: _____

By:_____
Gary Brown, Executive Director

ATTEST:

By:_____
City Clerk

REVIEWED AND APPROVED
AS TO FORM:

AGENCY GENERAL COUNSEL

By:_____
James P. Lough

REVIEWED AND APPROVED
AS TO FORM:

KANE, BALLMER & BERKMAN

By:_____
Agency Special Counsel
Susan Y. Cola

BEACHWIND COURT, L.P.,
a California limited partnership

By: CIC Beachwind, LLC,
a California limited liability company

By: Chelsea Investment Corporation,
a California corporation

By:_____
James J. Schmid, President

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the City of Imperial Beach, County of San Diego, State of California, described as follows:

LOTS 33, 34, 35 AND 36 IN BLOCK 18 OF SOUTH SAN DIEGO TOWNSIDE, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 133, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 5, 1887.

TOGETHER WITH THAT PORTION OF THE WESTERLY 10.00 FEET OF 12TH STREET (SHOWN AS 6TH STREET), LYING EASTERLY OF AND ADJACENT TO SAID LOTS 33, 34, 35 AND 36 AS VACATED AND CLOSED TO PUBLIC USE, BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, IN RESOLUTION NO. 1439, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 4, 1968 AS INSTRUMENT NO. 193024 OF OFFICIAL RECORDS.

APN: 626-230-16-00

EXHIBIT B

RENTAL AND UNIT MIX RESTRICTIONS FOR AFFORDABLE UNITS

Unit Type	Income	Affordable Rent (Health & Safety Code § 50053(b))
Two Bedroom	7 units at 50% AMI, adjusted for family size of 3	30% x 50% of San Diego County median income for a family of 3 (currently $811.25) (less utility allowance)
	7 units at 60% AMI, adjusted for family size of 3	30% x 60% of San Diego County median income for a family of 3 (currently $973.50) (less utility allowance)
Five Bedroom	1 unit at 60% AMI, adjusted for family size of 6	30% x 60% of San Diego County median income for a family of 6 (currently $1,254.00) (less utility allowance)
	15 total	

RESIDUAL RECEIPTS PROMISSORY NOTE
SECURED BY DEED OF TRUST
TO THE IMPERIAL BEACH REDEVELOPMENT AGENCY

[3%] Imperial Beach, California
$1,945,000 _____, 2008

FOR VALUE RECEIVED, BEACHWIND COURT, L.P., a California limited partnership ("Borrower"), hereby promises to pay to the order of the IMPERIAL BEACH REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), the principal amount of ONE MILLION NINE HUNDRED AND FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($1,945,000.00), or so much thereof as may be advanced by the Agency to the Borrower in accordance with the Affordable Housing Loan Agreement, dated for reference purposes_____, 2008 (the "Loan Agreement") between the Agency and Borrower, which is incorporated herein by this reference. The Borrower shall pay interest at the rate, in the amount and at the time hereinafter provided.

1. The Loan Agreement is incorporated herein by this reference as though fully set forth herein. Loan Agreement as used herein shall mean, refer to and include the Loan Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in the Loan Agreement. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Loan Agreement. In addition, the following terms shall have the following meanings:

"Agency Loan" shall mean the loan to be made by the Agency to Borrower in the principal amount of ONE MILLION NINE HUNDRED AND FORTY FIVE THOUSAND DOLLARS AND NO CENTS ($1,945,000.00) to pay for a portion of the Project.

"Deed of Trust" shall mean the Deed of Trust, Security Agreement and Fixture Filing securing the Agency Loan, in substantially the form attached to the Loan Agreement as Attachment No. 8, to be recorded on the Close of Escrow.

"Deferred Developer Fee" shall mean that amount described in the Project Budget and Method of Financing for the Project (as thereafter may be adjusted in accordance with the Method of Financing), the payment of which shall be deferred until after release of Construction Covenants for the Property.

"Loan Documents" shall mean, collectively, the Loan Agreement, the Method of Financing, the Deed of Trust, UCC-1 Financing Statement, this Note, and the Agreement Containing Covenants.

"Method of Financing" shall mean the Method of Financing attached to the Loan Agreement as Attachment No. 5, incorporated herein by this reference.

"Note" shall mean this Residual Receipts Promissory Note, evidencing the Agency Loan.

"Project" shall mean the fifteen (15) unit affordable rental residential development to be rehabilitated on the Property in accordance with the Loan Agreement, including the Scope of Development attached thereto as Attachment No. 3.

"Property" shall mean that certain real property upon which the Project shall be developed, as more particularly described in the Legal Description attached to the Loan Agreement as Attachment No. 1.

"Residual Receipts" shall mean, in a particular calendar year, the amount by which Gross Revenue (as defined below) exceeds Annual Operating Expenses (as defined below), as determined by an audit to be completed not later than one hundred and twenty (120) days after the end of each calendar year during the term of this Note, by an independent certified public accountant reasonably acceptable to the Agency, using generally accepted accounting principles and based on the accrual method (the "Audit").

(i) "Gross Revenue," with respect to a particular calendar year, shall mean all revenue, income, receipts, and other consideration actually received from operation or leasing of the Project. "Gross Revenue" shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; proceeds from vending and laundry room machines; the net proceeds of business interruption or similar insurance; the net proceeds of casualty insurance to the extent not utilized to repair or rebuild the Project or repay any financial obligations listed in the Method of Financing; and net condemnation awards for a taking of part or all of the Project for a temporary period to the extent not utilized to repay any financial obligations listed in the Method of Financing. "Gross Revenue" shall also include the fair market value of any goods or services provided in consideration for the leasing or other use of any portion of the Project. "Gross Revenue" shall not include tenants' security deposits, or proceeds from Agency approved sources of financing, as set forth in the Method of Financing. "Gross Revenue" shall not include the value of social services provided on site by a social services coordinator, if any.

(ii) "Annual Operating Expenses," with respect to a particular calendar year shall mean the following costs reasonably and actually incurred for operation and maintenance of the Project to the extent that they are consistent with the Audit: property and other taxes and assessments imposed on the Project; premiums for property damage, liability and other insurance; utility services not paid for directly or reimbursed by

tenants, including but not limited to water, sewer, trash collection, gas and electricity; maintenance and repair including but not limited to pest control, landscaping and grounds maintenance, painting and decorating, cleaning, common systems repairs, general repairs, janitorial, supplies, and similar customary utility services; any annual lease payment, license or certificate of occupancy fees required for operation of the Project; general administrative expenses including but not limited to advertising and marketing, security services and systems, professional fees for legal, audit, accounting and tax returns for the limited partnership, and similar customary administrative expenses; social service fees, expenses and costs; property management fees, expenses and costs; Deferred Developer Fees to the extent allowed by the California Tax Credit Committee ("TCAC"), payment of asset management fees to the extent allowed by TCAC, investor services fees to the extent allowed by TCAC, partnership management fees to the extent allowed by TCAC; credit deficiency payments due the Borrower's Limited Partner, cash deposited into a reserve for capital replacements or Project improvements and an operating reserve in such reasonable amounts as are required by Project lenders, TCAC, and/or the Tax Credit Equity Investor from time to time; fixed debt service payments (excluding debt service contingent upon the availability of residual receipts or surplus cash of the Project) on loans associated with the Project and approved by the Agency. "Annual Operating Expenses" shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account. A Base Year Income and Expense Budget ("Operating Budget"), including an itemization of all Annual Operating Expenses, shall be provided with the Project Budget attached to the Loan Agreement as Attachment No. 4. Any proposed changes to Operating Budget shall be subject to the Agency's written approval, which shall not be unreasonably withheld.

"Senior Deed of Trust" shall mean any senior priority deed of trust and other instruments securing a Permitted Mortgage against the Property, to which the Agency Deed of Trust shall be subordinate.

"Senior Loan" shall mean a Permitted Mortgage made to finance the acquisition and development of the Property, which shall be secured by a Senior Deed of Trust recorded against the Borrower's interest in the Property, and any first mortgage loan that refinances a Senior Loan, as described in the Method of Financing.

"Senior Lender" shall mean the holder of the Senior Loan, any credit enhancer or construction period guaranty facility.

"UCC-1 Financing Statement" shall mean the UCC-1 Financing Statement, in substantially the form attached to the Loan Agreement as Attachment No. 9.

2. This Note evidences the obligation of the Borrower to the Agency for the repayment of the Agency Loan.

3. This Note is payable at the principal office of the Agency, 825 Imperial Beach Boulevard, Imperial Beach , California 91932, or at such other place as the holder hereof may inform the Borrower in writing, in lawful money of the United States.

4. This Note shall be secured by the Deed of Trust and UCC-1 Financing Statement.

5. This Note shall accrue simple interest at the rate of three percent (3%) per annum on the principal amount outstanding, from the date of disbursement, payable as provided in Sections 6 and 7, below.

6. The unpaid principal balance of this Note and all accrued but unpaid interest shall be due and payable on the earliest to occur of the following (the earliest of which shall be referred to herein as the "Maturity Date"):

(a) the fifty-fifth (55th) anniversary of conversion to permanent financing;

(b) the date the Property and/or Project, or any portion thereof or interest therein is sold, transferred, assigned or refinanced, without the prior written approval of the Agency; or

(c) the date on which there is a Default by the Borrower under the terms of the Loan Agreement and any of the Loan Documents, including this Note, or any default declared by the Senior Lender under any Senior Loan or Senior Deed of Trust and for which Senior Lender has accelerated the Senior Loan, which is not cured within the respective time periods provided therein.

(d) Unless the term of this Note has been extended by the Agency, from and after the Maturity Date, or any earlier date upon which all sums owing under this Note become due by acceleration or otherwise, all sums owing under this Note shall bear interest until paid in full at a rate equal to the greater of either: (i) ten percent (10%) per annum; or, (ii) the federal discount rate plus five percent (5%), where the federal discount rate is defined as the highest rate established by the Federal Reserve Bank of San Francisco on advances to member banks on the twenty-fifth day of the calendar month preceding the earlier of the date the Agency Loan was funded to Borrower ("Default Interest").

7. Prior to the Maturity Date, Borrower shall be obligated to repay the Agency Loan as follows:

(a) Within thirty (30) days of completion of the Audit, which shall be conducted on an annual basis commencing in the first calendar year a Certificate of Occupancy has been issued for the Project, Borrower shall pay to Agency fifty percent (50%) of the Residual Receipts generated by the Project, as determined by each Audit.

(b) The share paid to the Agency shall be credited first to the payment of accrued interest, if any of the Agency Loan; then to the reduction of the principal balance of the Agency Loan.

(c) If the Borrower fails to pay when due any sums payable under this Note after notice and opportunity to cure pursuant to the terms of the Deed of Trust, and/or Loan Agreement or any other event or condition occurs that gives rise to a right of acceleration of sums owing under this Note under the terms of the Deed of Trust executed concurrently herewith, then the Agency, at its sole option, shall have the right to declare all sums owing under the Note immediately due and payable.

(d) In the event the Audit demonstrates that Annual Operating Expenses exceeds Gross Revenue, Borrower's annual payments under this Note shall be deferred until and to the extent the Annual Operating Expenses exceeds the available Gross Revenue in any subsequent Audit, until the Maturity Date, at which time the unpaid balance of the Agency Loan plus any accrued unpaid interest shall be due in one lump sum payment.

(e) Borrower shall have the right to pay, without penalty or premium, at any time prior to the Maturity Date, all or any portion of the outstanding principal amount of this Note provided that the Borrower is in compliance with the terms of the Loan Agreement.

(f) Borrower shall pay to Agency all sums owing under this Note without deduction, offset, or counterclaim of any kind.

8. Any breach by Borrower of the provisions of Article 5 of the Loan Agreement (entitled "DEFAULTS, REMEDIES AND TERMINATION") shall constitute a default under this Note after expiration of the applicable cure period provided for in the Loan Agreement. The cure periods under the Loan Agreement and this Note in connection with such a default shall run concurrently.

9. Borrower waives presentment for payment, demand, protest, and notices of dishonor and of protest; the benefits of all waivable exemptions; and all defenses and pleas on the ground of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice. Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the holder hereof, in the enforcement of this Note, the Deed of Trust or any term or provision of either.

10. Upon the failure of Borrower to perform or observe any term or provision of this Note, or upon the occurrence of any Event of Default under the terms of the Loan Agreement,

the Deed of Trust, or the Agreement Containing Covenants, the holder may exercise its rights or remedies hereunder or thereunder.

11. (a) Subject to the extensions of time set forth in Section 12, and subject to the further provisions of this Section 11, failure or delay by Borrower to perform any material term or provision of this Note, the Loan Agreement, the Deed of Trust, or Agreement Containing Covenants or any Senior Lender declares a default and accelerates the Senior Loan constitutes a default under this Note.

(b) Agency shall give written notice of default to Borrower, specifying the default complained of by the Agency. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

(c) Any failures or delays by Agency in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by Agency in asserting any of its rights and remedies shall not deprive Agency of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

(d) If a monetary event of default occurs, prior to exercising any remedies hereunder, the aggrieved party shall give the party in default written notice of such default. The party in default shall have a period of ten (10) days after such notice is given within which to cure the default.

(e) If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the aggrieved party shall give the party in default notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the party in default shall have such period to effect a cure prior to exercise of remedies by the aggrieved party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default prior to any exercise of remedies by Agency.

(f) The Agency agrees to accept cures tendered by any Senior Lender or Tax Credit Equity Investor within the cure periods provided in the Note or within the time periods provided in Civil Code Section 2924c, whichever is longer. Additionally, in the event the Senior Lender is precluded from curing a default due to a bankruptcy, injunction, or similar proceeding by or against Borrower, the Agency agrees to forbear from completing a foreclosure (judicial or nonjudicial) during the period during which the Senior Lender is so precluded from acting, not to exceed ninety (90) days, provided such Senior Lender is otherwise in compliance with the foregoing provisions. In no event shall the Agency be precluded from exercising remedies if its rights become or are about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given.

(g) Any notice of default shall be deemed given only if either (i) dispatched by first class mail, registered or certified, postage prepaid, return receipt requested, to the addresses specified for the Borrower, or (ii) by electronic facsimile transmission to the facsimile numbers specified for the Borrower, followed by delivery by the method described in clause (i), or (iii) by personal delivery (including by means of professional messenger or courier service such as United Parcel Service or Federal Express) to the addresses specified for the Borrower. Receipt shall be deemed to have occurred on the earlier of (i) the date of successfully completed electronic facsimile transmission or (ii) the date marked on a written postal service or messenger or courier service receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable). If either party gives notice of a change of address in the manner specified in this paragraph, all notices, demands and communications originated after receipt of the change of address (or the effective date specified in the notice of change of address, if later) shall be transmitted, delivered or sent to the new address.

12. Notwithstanding specific provisions of this Note, non-monetary performance hereunder shall not be deemed to be in default where delays are due to causes beyond the control and without the fault of the party claiming an extension of time to perform (an "Enforced Delay"), provided that they actually delay and interfere with the timely performance of the matter to which they would apply and despite the exercise of diligence and good business practices are or would be beyond the reasonable control of the party claiming such interference, including: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation including litigation challenging the validity of this transaction or any element thereof; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, or suppliers; acts of the other party; acts or failure to act of any Governmental Agency (except acts or failure to act of Agency shall not excuse performance by Agency); the imposition of any applicable moratorium by a Governmental Agency; or any other causes which despite the exercise of diligence and good business practices are or would be beyond the reasonable control of the party claiming such delay and interference. Notwithstanding the foregoing, none of the foregoing events shall constitute an Enforced Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming an Enforced Delay shall deliver such written notice within fifteen (15) business days after it obtains actual knowledge of the event.

13. If the rights created by this Note shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the remaining obligations must be completely performed and paid.

14. The indebtedness evidenced by this Note is and shall be subordinate to the rights of the Senior Lender.

15. The obligation to repay the Agency Loan is a nonrecourse obligation of the Borrower and its partners. Neither the Borrower nor any of its general or limited partners, nor any other party, shall have any personal liability for repayment of the Agency Loan. The sole recourse of the Agency with respect to repayment of the Loan shall be the exercise of its rights against the Property as described in the Deed of Trust and related security documents. Notwithstanding the foregoing, the Agency:

(i) may obtain a judgment or order (including, without limitation, an injunction) requiring Borrower or any other party to perform (or refrain from) specified acts other than repayment of the Agency Loan; and

(ii) may recover directly from Borrower or any other party for such party's actions that result in:

(A) any damages, costs and expenses incurred by Agency as a result of fraud or any criminal act or acts of Borrower or any partner, shareholder, officer, director or employee of Borrower or of any general partner of Borrower;

(B) any damages, costs and expenses incurred by Agency as a result of any misappropriation of funds provided for the construction of the Project, as described in the Loan Agreement, rents and revenues from the operation of the Project, or proceeds of insurance policies or condemnation proceeds;

(C) any and all amounts owing by Borrower pursuant to Borrower's indemnification regarding Hazardous Substances pursuant to the Loan Agreement and attachments thereto; and

(D) all court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions (provided that Agency shall pay Borrower's reasonable court costs and attorneys' fees if Borrower is the prevailing party in any such enforcement or collection action).

16. The address of Borrower for purposes of receiving notices pursuant to this Note is as follows: CIC Beachwind, LLC, c/o Chelsea Investment Corporation, 5993 Avenida Encinas, Suite 101, Carlsbad, CA 92008, Attn: James J. Schmid, and its facsimile number is (760) 456-6001.

17. In addition to the other terms of this Note, the Borrower hereby agrees and acknowledges that, notwithstanding any internal accounting procedures or provision pertaining to the use of receipts, payments, reserves and distributions contained in its agreement of partnership or other organizational document, the terms of the Loan Agreement, including the Method of Financing, shall control as to the use of the Agency Loan proceeds.

18. Pursuant to Section 2.3.8 of the Loan Agreement, if the Property is no longer eligible for a property tax exemption during the fifty-five (55) year period following the completion of the Project for any reason other than the default of Borrower, a pro rata portion of the $175,000 Pilot Fee proportionate to the period for which property taxes are payable shall be credited against the balance of this Note.

IN WITNESS WHEREOF Borrower has executed this Note as of the day and year set forth above.

BORROWER:

BEACHWIND COURT, L.P.,
a California limited partnership

By: CIC Beachwind, LLC,
a California limited liability company

By: Chelsea Investment Corporation,
a California corporation

By:_____
James J. Schmid, President

OFFICIAL BUSINESS
Document entitled to free
recording per Government Code
Section 6103

Recording Requested By and
When Recorded Mail to:

Imperial Beach Redevelopment Agency
825 Imperial Beach Boulevard
Imperial Beach, California 91932
Attention: Jerry Selby, Redevelopment Coordinator

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING RECORDED AGAINST PROPERTY
(WITH ASSIGNMENT OF RENTS)

This Deed of Trust, Security Agreement and Fixture Filing Recorded Against Property (With Assignment of Rents) is made as of_____, 2008 by Beachwind Court, L.P., a California limited partnership (hereinafter referred to as "Trustor") whose address is 5993 Avenida Encinas, Suite 101, Carlsbad, CA 92008 with a copy to _____TITLE INSURANCE COMPANY, (hereinafter called "Trustee"), for the benefit of the IMPERIAL BEACH REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter called "Beneficiary"), whose address is 825 Imperial Beach Boulevard, Imperial Beach, California 91932.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee, its successors and assigns, in Trust, with POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION the following property (the "Trust Estate"):

(a) That certain ~~the~~ real property in the City of Imperial Beach, County of San Diego, State of California more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereafter referred to as the "Subject Property");

(b) All buildings, structures and other improvements now or in the future located or to be constructed on the Subject Property (the "Improvements");

(c) all tenements, hereditaments, appurtenances, privileges, franchises and other rights and interests now or in the future benefitting or otherwise relating to the Subject

Property or the Improvements, including easements, rights-of-way and development rights (the "Appurtenances"). (The Appurtenances, together with the Subject Property and the Improvements, are hereafter referred to as the "Real Property");

(e) subject to the assignment to Beneficiary set forth in Paragraph 4 below, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Trust Estate or the ownership, use, management, operation leasing or occupancy of the Trust Estate, including those past due and unpaid (the "Rents");

(f) all present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Division 9 of the California Uniform Commercial Code (the "UCC"), and whether existing now or in the future) now or in the future located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property, but not including personal property that is donated to Trustor (the "Goods," and together with the Real Property, the "Property"); and

(g) all present and future right, title and interest of Trustor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written material (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Trust Estate, including (to the extent applicable to the Property or any other portion of the Trust Estate) (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) warranties, guaranties, indemnities and insurance policies, together with insurance payments and unearned insurance premiums, (v) claims, demands, awards, settlements, and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vi) license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (vii) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and

all other types on intangible personal property of any kind or nature, and (viii) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (the "Intangibles").

Trustor further grants to Trustee and Beneficiary, pursuant to the UCC, a security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles and all of the Trust Estates described above in which a security interest may be created under the UCC (collectively, the "Personal Property"). This Deed of Trust constitutes a security agreement under the UCC, conveying a security interest in the Personal Property to Trustee and Beneficiary. Trustee and Beneficiary shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a "secured party" under the UCC and other applicable California law. Trustor covenants and agrees that this Deed of Trust constitutes a fixture filing under Section 9313 and 9402(6) of the UCC.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may elect, the following:

(1) due, prompt and complete observance, performance and discharge of each and every condition, obligation, covenant and agreement contained herein or contained in the following:

(a) a promissory Note in the original principal amount of ONE MILLION NINE HUNDRED AND FORTY FIVE THOUSAND DOLLARS AND NO CENTS($1,945,000.00) evidencing the Agency Loan, executed by Trustor ("Borrower" therein) of even date herewith (the "Note");

(b) the Affordable Housing Loan Agreement dated as of_____, 2008 (the "Loan Agreement"), between Trustor (referred to as "Borrower" therein) and Beneficiary (referred to as "Agency" therein), pertaining to the obligations for the Property, therein; and

(c) the Agreement Containing Covenants dated as of _____, 2008 between Trustor (referred to as "Borrower" therein) and Beneficiary ("Agency" therein).

The Loan Agreement, including all Attachments thereto, and the documents and instruments executed by Trustor in connection with the Trustor's interest in the Subject Property, including but not limited to Agreement Containing Covenants, the Note secured hereby, the UCC-1 Form and the Environmental Indemnity, all as described in the Loan Agreement (collectively referred to as the "Secured Obligations") and all of their terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modifications or renewals thereof however evidenced, and additional advances evidenced by any

Note reciting that it is secured hereby. Any capitalized term that is not otherwise defined in this Deed of Trust shall have the meaning ascribed to such term in the Loan Agreement.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

1. That Trustor shall pay the Note secured hereby at the time and in the manner provided therein, and perform the obligations of the Trustor as set forth in the Secured Obligations at the time and in the manner respectively provided therein.

2. That Trustor shall not permit or suffer the use of any of the property for any purpose other than the uses permitted by the Secured Obligations.

3. That the Secured Obligations are incorporated in and made a part of the Deed of Trust. Upon default of a Secured Obligation, and after the giving of notice and the expiration of any applicable cure period, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be due and payable.

4. That all rents, profits and income from the property covered by this Deed of Trust are hereby assigned to the Beneficiary for the purpose of discharging the debt hereby secured. Permission is hereby given to Trustor so long as no default exists hereunder after the giving of notice and the expiration of any applicable cure period, to collect such rents, profits and income for use in accordance with the provisions of the Loan Agreement.

5. That upon default hereunder or under the aforementioned agreements, and after the giving of notice and the expiration of any applicable cure period, Beneficiary shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom.

6. That Trustor will keep the Improvements to be constructed on the Subject Property in accordance with the Loan Agreement insured against loss by fire and such other hazards, casualties, and contingencies as may reasonably be required in writing from time to time by the Beneficiary, and all such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies. In no event shall the amounts of coverage be less than 100 percent of the insurable value of the Property. Such policies shall be endorsed with standard mortgage clause with loss payable to the Beneficiary and certificates thereof together with copies of original policies shall be deposited with the Beneficiary.

7. To pay, prior to delinquency, any taxes and assessments affecting said Property; to pay, when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof which appear to be prior or superior hereto; and to pay all costs, fees, and expenses of this Trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor

shall not be required to pay and discharge any such tax, assessment, charge or levy so long as Trustor is contesting the legality thereof in good faith and by appropriate proceedings, and Trustor has adequate funds to pay any liabilities contested pursuant to this Section 7.

8. To keep said property in good condition and repair, subject to ordinary wear and tear, casualty and condemnation, not to remove or demolish any buildings thereon; to complete or, subject to Section 17, below, restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon (subject to Trustor's right to contest the validity or applicability of laws or regulations); not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law and/or covenants, conditions and/or restrictions affecting said property; not to permit or suffer any material alteration of or addition to the buildings or improvements hereafter constructed in or upon said property without the consent of the Beneficiary.

9. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

10. Should Trustor fail, after the giving of notice and the expiration of any applicable cure period, to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Following default, after the giving of notice and the expiration of any applicable cure period, Beneficiary or Trustee being authorized to enter upon said property for such purposes, may commence, appear in and/or defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; may pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, may pay necessary expenses, employ counsel, and pay his reasonable fees. Notwithstanding the foregoing, in the event of default under this Deed of Trust, the Beneficiary may also require Trustor to maintain and submit additional records. Beneficiary shall specify in writing the particular records that must be maintained and the information or reports that must be submitted.

11. Beneficiary shall have the right to pay fire and other property insurance premiums when due should Trustor fail to make any required premium payments. All such payments made by the Beneficiary shall be added to the principal sum secured hereby.

12. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, under permission given under this Deed of Trust, with interest from date of expenditure at the rate specified in the Note secured hereby.

13. That the funds to be advanced hereunder are to be used in accordance with the Secured Obligations and upon the failure of Trustor, after the giving of notice and the expiration of any applicable cure period, to keep and perform all the covenants, conditions, and agreements of said agreements, the principal sum and all arrears of interest, and other charges provided for in the Note secured hereby shall at the option of the Beneficiary of this Deed of Trust become due and payable, anything contained herein to the contrary notwithstanding.

14. Trustor further covenants that it will not voluntarily create, suffer, or permit to be created against the property subject to this Deed of Trust any lien or liens except as permitted by the Secured Obligations or otherwise approved by Beneficiary, and further that it will keep and maintain the property free from the claims of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be obligated to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting, provided that Trustor shall, at Beneficiary's written request, within thirty (30) days after the filing of any claim or lien (but in any event, and without any requirement that Beneficiary must first provide a written request, prior to foreclosure) record in the Office of the San Diego County Registrar-Recorder/County Clerk ("County Recorder") a surety bond in an amount one-and-one-half (1½) times the amount of such claim item to protect against a claim of lien, or provide such other security reasonably satisfactory to Beneficiary.

15. That any and all improvements made or about to be made upon the premises covered by the Deed of Trust, and all plans and specifications, comply with all applicable municipal ordinances and regulations and all other applicable regulations made or promulgated, now or hereafter, by lawful promulgation, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association or office.

16. Trustor herein agrees to pay to Beneficiary or to the authorized loan servicing representative of the Beneficiary a reasonable charge for providing a statement regarding the obligation secured by this Deed of Trust as provided by Section 2954, Article 2, Chapter 2 Title 14, Division 3, of the California Civil Code.

IT IS MUTUALLY AGREED THAT:

17. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, subject to the rights of the beneficiary of any other lender having a lien on the Property that is senior to the lien of this Deed of Trust ("Senior Lender"), Beneficiary shall be

entitled to all compensation, awards, and other payments or relief therefor which are not used to reconstruct, restore or otherwise improve the property or part thereof that was taken or damaged, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. Subject to the rights of the Senior Lender, if any, all such compensation, awards, damages, rights of action and proceeds which are not used to reconstruct, restore or otherwise improve the property or part thereof that was taken or damaged, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary. After deducting therefrom all its expenses, including attorney's fees, the balance of the proceeds which are not used to reconstruct, restore or otherwise improve the property or part thereof that was taken or damaged, shall be applied to the amount due under the Note secured hereby. No amount applied to the reduction of the principal shall relieve the trustor from making regular payments as required by the Note secured hereby.

In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security or to keep the loan in balance, then Trustor has funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld, and (c) no material default then exists under this Deed of Trust, the Loan Agreement, the Note, or the Agreement Containing Covenants. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then such insurance and/or condemnation proceeds may be used for partial rebuilding and partial repayment of the loan in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan.

18. Upon default by Trustor in making any payments provided for in the Note secured hereby or in this Deed of Trust, or in performing any obligation set forth in any of the Secured Obligations, and if such default is not cured within the respective time provided therefor in Section 34 of this Deed of Trust, below, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of written notice of default and of election to cause the Property to be sold, which notice Trustee shall cause to be duly filed for record and Beneficiary may foreclose this Deed of Trust. Beneficiary shall also deposit with Trustee this Deed, the Note and all documents evidencing expenditures secured hereby.

19. a. Prior to the repayment in full of the Agency Loan, the Trustor shall not assign or attempt to assign its obligations under the Loan Agreement or any right therein, nor make any total or partial sale, transfer, conveyance or assignment of the whole or any part of the

Property, the Project thereon, or any portion thereof or interest therein (referred to hereinafter as a "Transfer"), without prior written approval of the Beneficiary, except as otherwise permitted in the Loan Agreement secured hereby. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Beneficiary shall not unreasonably withhold or delay its consent. If consent should be given, any such transfer shall be subject to this Section 19, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein, subject to the provisions of paragraph e.(3) of this Section 19, below.

b. Any such proposed transferee shall have the qualifications and financial responsibility necessary and adequate as may be reasonably determined by the Beneficiary, to fulfill the obligations undertaken by Trustor in the Loan Agreement, including all attachments thereto. Any such proposed transferee, by instrument in writing satisfactory to the Beneficiary and in form recordable in the County Recorder, for itself and its successors and assigns, and for the benefit of the Beneficiary shall expressly assume all of the obligations of the Trustor under the Loan Agreement, including all attachments thereto, and agree to be subject to all conditions and restrictions applicable to the Trustor in this Note, subject to the provisions of paragraph e.(3) of this Section 19. There shall be submitted to the Beneficiary for review all instruments and other legal documents proposed to effect any such transfer; and if approved by the Beneficiary its approval shall be indicated to the Trustor in writing.

c. In the absence of specific written agreement by the Beneficiary, no unauthorized Transfer, or approval thereof by the Beneficiary, shall be deemed to relieve the Trustor or any other party from any obligations under the Loan Agreement, including all attachments thereto.

d. In the event of a Transfer prior to the time the Agency Loan is paid in full without the prior written consent of the Beneficiary, the net proceeds (after repayment in full to any Senior Lender, if any, and the reconveyance of any liens of the Senior Lender) shall be paid to the Beneficiary to the extent necessary to pay in full the accrued interest, if any, current interest and remaining principal balance of the Agency Loan.

e. (1) As used herein, "Transfer" includes the sale, agreement to sell, transfer or conveyance of the Subject Property or any portion thereof or interest therein, whether voluntary, involuntary, by operation of law or otherwise, the execution of any installment land sale contract or similar instrument affecting all or a portion of the Property or Project, or the lease of all or substantially all of the Subject Property, except as provided in subparagraph e.(3) of this Section 19, below.

(2) "Transfer" shall also include the transfer, assignment, hypothecation or conveyance of legal or beneficial ownership of any interest in Trustor, or any conversion of Trustor to an entity form other than that of Trustor at the time of execution of the

Loan Agreement, except that a cumulative change in ownership interest of any general partner of forty-nine percent (49%) or less shall not be deemed a "transfer" for purposes of this Note.

(3) "Notwithstanding paragraphs (1) and (2), above, "Transfer" shall not include any of the following Permitted Transfers:

(a) a sale, transfer, assignment or exchange of all or a portion of the limited partners' interest in the Trustor or any sale, transfer, assignment or exchange of all or a portion of interests in the limited partners of Trustor.

(b) the grant of option and right of first refusal to the general partner of Trustor, or any affiliate thereof, and to any transfer of the Property to such general partner, affiliate pursuant to the exercise of an option or right of first refusal reserved in Trustor's amended and restated partnership agreement (the "Partnership Agreement") or other document approved by the Beneficiary, provided that such party assumes all obligations under hereunder pursuant to an assumption agreement acceptable to the Beneficiary.

(c) the withdrawal (not including a voluntary withdrawal allowed by the Partnership Agreement or with the consent of the limited partner) of a general partner of Trustor, or removal of a general partner of the Trustor for cause pursuant to the terms of the Partnership Agreement, provided that a substitute general partner that is a nonprofit corporation exempt from federal income tax under Section 501(c)(3) of the United States Internal Revenue Code (or successor provision), a limited liability company or for profit entity controlled by such a nonprofit corporation, or a public agency or public corporation, that is reasonably acceptable to the Beneficiary, is admitted to the Trustor within ninety (90) days thereafter, and provided further that if the former general partner's (or affiliate's) option to purchase the Property or option to purchase the limited partner's interest is terminated, the new general partner shall be granted options to purchase the Property or the limited partner's interest on the same terms and conditions as previously were applicable to the former general partner's (or affiliate's) options, unless otherwise agreed in writing by the Beneficiary.

(d) Any permanent financing authorized by the Loan Agreement, including the Method of Financing.

(e) The leasing for occupancy of all or any part of the Subject Property or Improvements.

(f) The inclusion of equity participation by Trustor by transfer or addition of limited or general partners to the Trustor or similar mechanism.

(g) The pledge by any general partner of Trustor to the limited partners of the general partner's interest in the Trustor, as security for the performance of all of

the General Partner's obligations under the Trustor's Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement").

(h) The sale, transfer or pledge of any limited partnership interest in the Trustor or of any partnership interest in the limited partners.

(i) The appointment by the limited partners, in accordance with the Partnership Agreement, of an additional or substitute general partner that is an affiliate of the limited partners or, if not an affiliate of the limited partners, is reasonably acceptable to the Beneficiary.

(j) Any dilution of the general partner's interest in the Trustor in accordance with the Partnership Agreement.

f. The Beneficiary shall not unreasonably withhold, condition or delay its approval of any matter for which its approval is required hereunder. Any disapproval shall be in writing and contain the Beneficiary's reasons for disapproval.

20. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. The Trustee shall apply the proceeds of sale to payment of (1) the expenses of such sale, together with the reasonable expenses of this trust including therein reasonable Trustee's fees or attorney's fees for conducting the sale, and the actual cost of publishing, recording, mailing and posting notice of the sale; (2) the cost of any search and/or other evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the Note; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto.

21. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment

and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

22. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

23. Upon written request of Beneficiary stating that all sums secured hereby have been paid and all obligations secured hereby have been satisfied, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

24. The trust created hereby is irrevocable by Trustor.

25. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future owner and holder including pledgees, of the Note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and several.

26. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

27. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth on the first page of this Deed of Trust.

28. Trustor agrees at any time and from time to time upon receipt of a written request from Beneficiary, to furnish to Beneficiary detailed statements in writing of income, rents, profits, and operating expenses of the premises, and the names of the occupants and tenants in possession, together with the expiration dates of their leases and full information regarding all rental and occupancy agreements, and the rents provided for by such leases and rental and occupancy agreements, and such other information regarding the premises and their use as may be requested by Beneficiary.

29. Trustor agrees that the loan secured by this Deed of Trust is made expressly for the purpose of financing the construction of an affordable rental housing development for Very Low, Low, and Median Income Households (the "Project") as such terms are defined in the Secured Obligations.

30. Trustor agrees that, except as otherwise provided in the Note secured hereby, upon sale or refinancing of the property, the entire principal balance of the debt secured by this Deed of Trust, plus any accrued but unpaid interest thereon, shall at the option of Beneficiary be immediately due and payable.

31. The obligation to repay the Agency Loan is a nonrecourse obligation of the Trustor and its partners. Neither Trustor nor any of its general or limited partners, nor any other party, shall have any personal liability for repayment of the loan. The sole recourse of Beneficiary shall be the exercise of its rights against the Property and any related security for the Agency Loan. Notwithstanding the foregoing, Beneficiary may recover directly from Trustor or from any other party:

(a) any damages, costs and expenses incurred by Beneficiary as a result of fraud or any criminal act or acts of Trustor or any partner, shareholder, officer, director or employee of Trustor, or of any general or limited partner of Trustor;

(b) any damages, costs and expenses incurred by Beneficiary as a result of any misappropriation of funds provided for the construction of the Project, as described in the Loan Agreement, rents and revenues from the operation of the Project, or proceeds of insurance policies or condemnation proceeds;

(c) any and all amounts owing by Trustor pursuant to the indemnification regarding Hazardous Substances pursuant to the Environmental Indemnity; and

(d) all court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions (provided that Beneficiary shall pay Trustor's reasonable court costs and attorneys' fees if Trustor is the prevailing party in any such enforcement or collection action).

32. Notwithstanding specific provisions of this Deed of Trust, non-monetary performance hereunder shall not be deemed to be in default where delays or defaults are proximately caused by any of the following Force Majeure events, provided such event actually delays and interferes with the timely performance of the matter, and, despite the exercise of diligence and good business practices, such event is beyond the reasonable control of Trustor: War; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation including litigation challenging the validity of this transaction or any element thereof; unusually severe weather;

inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, or suppliers; acts of the other party; acts or failure to act of any Governmental Agency (except acts or failure to act of the Beneficiary shall not excuse performance by the Beneficiary); the imposition of any applicable moratorium by a Governmental Commission; or any other causes which despite the exercise of diligence and good business practices are or would be beyond the reasonable control of the party claiming such delay and interference. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Event unless and until Trustor delivers to Beneficiary written notice describing the event, its cause, when and how Trustor obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Trustor shall deliver such written notice within fifteen (15) days after it obtains actual knowledge of the event.

33. If the rights and liens created by this Deed of Trust shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the unsecured portion of such obligations shall be completely performed and paid prior to the performance and payment of the remaining and secured portion of the obligations, and all performance and payments made by Trustor shall be considered to have been performed and paid on and applied first to the complete payment of the unsecured portion of the obligations.

34. (a) Subject to the extensions of time set forth in Section 32, and subject to the further provisions of this Section 34, failure or delay by Trustor to perform any term or provision respectively required to be performed under the Secured Obligations or this Deed of Trust constitutes a default under this Deed of Trust.

(b) Beneficiary shall give written notice of default to Trustor, specifying the default complained of by the Beneficiary. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

(c) Any failures or delays by Beneficiary in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by Beneficiary in asserting any of its rights and remedies shall not deprive Beneficiary of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

(d) If a monetary event of default occurs, prior to exercising any remedies hereunder, the aggrieved party shall give the party in default written notice of such default. The party in default shall have a period of ten (10) days after such notice is given within which to cure the default. Beneficiary shall accept cures of such default by the Tax Credit Equity Investor in the Project and the Senior Lender, if any, within the cure periods provided in the Note or the time periods provided in Civil Code section 2924c, whichever is longer.

(e) If a non-monetary event of default occurs, prior to exercising any remedies hereunder, the aggrieved party shall give the party in default notice of such default. If the default

is reasonably capable of being cured within thirty (30) days, the party in default shall have such period to effect a cure prior to exercise of remedies by the aggrieved party. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and the party in default (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then the party in default shall have such additional time as is reasonably necessary to cure the default.

(f) If Trustor fails to take corrective action or cure the monetary or non-monetary default within a reasonable time, the Beneficiary shall give the Senior Lender, if any, notice thereof. The Beneficiary agrees to accept cures tendered by any Senior Lender, if any, or Tax Credit Equity Investor in the Project within the cure periods provided herein or within the time periods provided in Civil Code Section 2924c, whichever is longer. Additionally, in the event the Senior Lender, if any, is precluded from curing a default due to a bankruptcy, injunction, or similar proceeding by or against Trustor, the Beneficiary agrees to forbear from completing a foreclosure (judicial or nonjudicial) during the period during which the Senior Lender is so precluded from acting, not to exceed ninety (90) days, provided such Senior Lender is otherwise in compliance with the foregoing provisions. In no event shall the Beneficiary be precluded from exercising remedies if its rights become or are about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given.

(g) Reserved.

(h) Any notice of default that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice of default that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by Trustor; and any notice of default that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

35. This Deed of Trust shall be subordinate and junior to any liens of the Senior Lender, if any. Following the reconveyance of the Senior Lender's lien, this Deed of Trust will be subordinate and junior to the deed of trust in favor of the maker of any permanent financing authorized by the Loan Agreement, including the Method of Financing. The Beneficiary's Executive Director or his/her designee shall execute such instruments as may be necessary to subordinate the lien of this Deed of Trust and the Secured Obligations, to the deed of trust securing any Senior Lender or permanent financing authorized by the Loan Agreement. In the event of a default or breach by Trustor of any security instrument securing a Senior Loan described in this Section 35, Beneficiary shall have the right to cure the default prior to completion of any foreclosure. In such event, Beneficiary shall be entitled to reimbursement by Trustor of all costs and expenses incurred by Beneficiary in curing the default. The amount of

any such disbursements shall be a lien against the Subject Property and added to the obligation secured by this Deed of Trust until repaid, with interest at the highest rate permitted by law.

IN WITNESS WHEREOF Trustor has executed this Deed of Trust as of the day and year set forth above.

TRUSTOR:

BEACHWIND COURT, L.P.,
a California limited partnership

By: CIC Beachwind, LLC,
a California limited liability company

By: Chelsea Investment Corporation,
a California corporation

By:_____
James J. Schmid, President

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

State of California)
)
County of San Diego)

On _____ before me, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

Debtor: CIC Beachwind, LLC
Secured Party: Imperial Beach Redevelopment Agency

Attachment No. 2 to UCC-1 Financing Statement

Item 4: All that certain real property situated in the City of Imperial Beach, County of San Diego, State of California, described as follows:

LOTS 33, 34, 35 AND 36 IN BLOCK 18 OF SOUTH SAN DIEGO TOWNSIDE, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 133, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 5, 1887.

TOGETHER WITH THAT PORTION OF THE WESTERLY 10.00 FEET OF 12TH STREET (SHOWN AS 6TH STREET), LYING EASTERLY OF AND ADJACENT TO SAID LOTS 33, 34, 35 AND 36 AS VACATED AND CLOSED TO PUBLIC USE, BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, IN RESOLUTION NO. 1439, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 4, 1968 AS INSTRUMENT NO. 193024 OF OFFICIAL RECORDS.

APN: 626-230-16-00

ATTACHMENT NO. 10

ENVIRONMENTAL INDEMNITY IN FAVOR OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY

THIS ENVIRONMENTAL INDEMNITY (this "Indemnity"), dated _____, 2008, is made by BEACHWIND COURT, L.P., a California limited partnership ("Borrower"), whose address for purposes of giving notices is 5993 Avenida Encinas, Suite 101, Carlsbad, CA 92008, in favor of THE IMPERIAL BEACH REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency").

WITNESSETH

WHEREAS, Agency and the Borrower entered into that certain AFFORDABLE HOUSING LOAN AGREEMENT, dated for reference purposes _____, 2008 (the "Loan Agreement") for the purpose of Borrower's development of the Property, as defined therein;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements hereinafter set forth, Borrower hereby agrees as follows:

1. DEFINITIONS

For the purpose of this Indemnity, "Hazardous Materials" or "Hazardous Substances" shall include, but not be limited to, substances defined as "extremely hazardous substances," "hazardous substances," "hazardous materials," "hazardous waste" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 11001-11050; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq.; and those substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code, as "infectious waste" in Section 25117.5 of the California Health and Safety Code, or as "hazardous substances" in Section 25316 of the California Health and Safety Code or "hazardous materials" as defined in Section 353 of the California Vehicle Code; and in the regulations adopted and publications promulgated pursuant to said laws. Other capitalized terms used in this Indemnity shall have the meanings ascribed to them in the Loan Agreement with the same force and effect as if set forth in full below.

2. COVENANTS AND INDEMNITY

The following covenants and indemnities are hereby given and made by Borrower for the benefit of Agency:

2.1 Covenants.

(a) Borrower covenants that it shall comply with any and all state and federal laws, regulations, and/or orders which may be promulgated, from time to time, with respect to

the discharge and/or removal of Hazardous Materials, to pay immediately when due the costs of the removal of, or any other action required by law with respect to, any such Hazardous Materials, and to keep the Property free of any lien imposed pursuant to any such laws, regulations, or orders.

(b) Borrower covenants that the Property will not, while Borrower is the Borrower thereof, be used for any activities involving, directly or indirectly, the use, generation, treatment, storage, release, or disposal of any Hazardous Materials, except for *de minimis* quantities used at the Property in compliance with all applicable environmental laws and used in connection with the routine construction, rehabilitation, operation and maintenance of the Property.

(c) Except as provided in subsection (b), Borrower further agrees that Borrower shall not release or dispose of any Hazardous Materials at the Property without the express written approval of the Agency and that any such release or disposal shall be effected in strict compliance with all applicable laws and all conditions, if any, established by the Agency.

(d) The Agency shall have the right, at any time, to conduct an environmental audit of the Property at its expense, unless Hazardous Materials are found (except for *de minimis* quantities in compliance with applicable laws), then at Borrower's sole cost and expense, and Borrower shall cooperate in the conduct of any such environmental audit. Other than in an emergency, such audit shall be conducted only after prior notice has been given to Borrower and only in the presence of a representative of Borrower. Borrower shall give the Agency, and its agents and employees access to the Property to remove, or otherwise to mitigate against the effects of, Hazardous Materials, provided however, that Agency shall not be under any obligation to conduct such removal or mitigation.

(e) Borrower shall not install, or permit to be installed, on the Property friable asbestos or any substance containing asbestos and deemed hazardous by federal or state regulations respecting such material (collectively, "Asbestos Material"). Borrower shall promptly either (i) remove or cause to be removed any Asbestos Material that such regulations deem hazardous and require to be removed, or (ii) otherwise comply with federal and state regulations regarding Asbestos Material, at Borrower's sole cost and expense. If Borrower shall fail to so do within the cure period permitted under applicable law, regulation, or order, the Agency may do whatever is necessary to eliminate Asbestos Material from the premises or to otherwise comply with the applicable law, regulation, or order, and the costs thereof shall be added to the Obligations (as hereinafter defined) of Borrower under this Section 2.

(f) Borrower shall immediately advise the Agency in writing of any of the following: (i) any pending or threatened environmental claim against Borrower or the Property, (ii) any condition or occurrence on the Property that (A) results in noncompliance by Borrower with any applicable environmental law, (B) could reasonably be anticipated to cause the Property to be subject to any restrictions on the ownership, occupancy, use or transferability of the Property under any environmental law, or (C) could reasonably be anticipated to form the basis of an environmental claim against the Property or Borrower.

2.2 Indemnity. Borrower shall indemnify, protect, and hold the Agency harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements, or expenses (including, without limitation, attorneys' and experts' fees and disbursements) of any kind or of any nature whatsoever (collectively, the Obligations) which may at any time be imposed upon, incurred by or asserted or awarded against the Agency and arising from or out of:

(a) The presence of any Hazardous Materials on, in, under, or affecting all or any portion of the Property or any surrounding areas; and

(b) The breach of any covenant made by Borrower in Section 2.1 hereof.

3. BORROWER'S UNCONDITIONAL OBLIGATIONS

3.1 Unconditional Obligations. Borrower hereby agrees that the Obligations will be paid and performed strictly in accordance with the terms of this Indemnity, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of the Loan Documents or the Loan Agreement or affecting any of the rights of the Agency with respect thereto. The obligations of Borrower hereunder shall be absolute and unconditional irrespective of:

(a) The validity, regularity, or enforceability of the Loan Agreement or any other instrument or document executed or delivered in connection therewith;

(b) Any alteration, amendment, modification, release, termination, or cancellation of the Loan Agreement, or any change in the time, manner, or place of payment of, or in any other term in respect of, all or any of the obligations of Borrower contained in the Loan Agreement;

(c) Any consent to any departure from, any provision contained in the Loan Agreement;

(d) Any exculpatory provision in the Loan Agreement limiting the Agency's recourse to the Property or a deficiency judgment against Borrower;

(e) Any exchange, addition, subordination, or release of, or nonperfection of any lien on or security interest in the Property, Borrower's obligations under the Loan Agreement, or any release, amendment, waiver of, or consent to any departure from any provision of, any other Borrower guarantee given in respect of the Loan Agreement;

(f) The insolvency or bankruptcy of Borrower, or of any indemnitor or guarantor under any other indemnity or guarantee given in respect of the Loan Agreement; or

(g) Any other circumstance that might otherwise constitute a defense available to, or a discharge of, Borrower, or any other indemnitor or guarantor with respect to the Loan Agreement or any or all of the Obligations.

3.2 Continuation. This Indemnity (a) is a continuing indemnity and shall remain in full force and effect until the satisfaction in full of all of the Obligations (notwithstanding the performance in full of the Loan Agreement; and (b) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Agency upon the insolvency, bankruptcy, or reorganization of Borrower or otherwise, all as though such payment had not been made. Notwithstanding the foregoing, if Borrower transfers its interest in the Property in accordance with the terms of the Loan Agreement and the transferee agrees to assume Borrower's ongoing indemnification obligation, Borrower's indemnification obligation under this Indemnity shall be limited to Hazardous Materials (except for Pre-existing Hazardous Materials) that were present on, in, under, or affected the Property prior to the date of transfer.

3.3 Termination. Notwithstanding the payment (and performance) in full of all of the Obligations and the payment (or performance) in full of all of Borrower's obligations under the Loan Documents or the Loan Agreement, this Indemnity shall not terminate if any of the following shall have occurred:

(a) the Agency is made liable in respect of any of the Obligations as a result of participating in the management or control of, taking possession of (whether personally, by agent or by appointment of a receiver), or taking title to the Property or any portion thereof, whether by termination of the Loan Agreement, foreclosure, deed in lieu of foreclosure, sale under power of sale or otherwise; or

(b) There has been a change, between the date hereof and the date on which all of the Obligations are paid and performed in full, in any Hazardous Materials laws, the effect of which may be to make a landlord, lender or mortgagee liable in respect of any of the Obligations, notwithstanding the fact that no event, circumstance, or condition of the nature described in paragraph (a) above ever occurred.

4. WAIVER

Borrower hereby waives the following with respect to this Indemnity and the Obligations only:

(a) Promptness and diligence;

(b) Notice of acceptance and notice of the incurrence of any obligation by Borrower;

(c) Notice of any action taken by the Agency, Borrower, or any other interested party under the Loan Agreement or under any other agreement or instrument relating thereto;

(d) All other notices, demands, and protests, and all other formalities of every kind, in connection with the enforcement of the Obligations, the omission of or delay in which, but for the provisions of this Section 4, might constitute grounds for relieving Borrower of its Obligations hereunder;

(e) Any requirement that the Agency protect, secure, perfect, or insure any security interest or lien in or on any property subject thereto;

(f) Any requirement that the Agency exhaust any right or take any action against Borrower or any other person or collateral; and

(g) Any defense that may arise by reason of:

(1) The incapacity, lack of authority, death or disability of, or revocation hereof by, any person or persons;

(2) The failure of the Agency to file or enforce any claim against the estate (in probate, bankruptcy, or any other proceedings) of any person or persons; or

(3) Any defense based upon an election of remedies by the Agency, including, without limitation an election to proceed by nonjudicial foreclosure, or which destroys or otherwise impairs the subrogation rights of the Agency or any other right of the Agency to proceed against Borrower.

5. NOTICES

Any notice, demand, statement, request, or consent made hereunder shall be in writing and shall be personally served, mailed by first-class registered mail, return receipt requested, to the address set forth in the first paragraph of this Indemnity, above, or given by telecopier to the telecopier numbers stated below, with confirmations mailed by first class registered mail, return receipt requested to the address set forth in the first paragraph of this Indemnity, of the party to whom such notice is to be given (or to such other address as the parties hereto, shall designate in writing):

AGENCY:

Imperial Beach Redevelopment Agency
825 Imperial Beach Boulevard
Imperial Beach, CA 91932
Attention: Jerry Selby
Phone: (619) 424-2226
Fax: (619) 424-4093

CIC Beachwind, LLC
c/o Chelsea Investment Corporation
5993 Avenida Encinas, Suite 101
Carlsbad, CA 90028
Attention: James J. Schmid
Phone: (760) 456-6000
Fax: (760) 456-6001

Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

6. MISCELLANEOUS

6.1 Borrower shall make any payment required to be made hereunder in lawful money of the United States of America, and in same day funds, to the Agency at the addresses specified in the first paragraph hereof.

6.2 No amendment of any provision of this Indemnity shall be effective unless it is in writing and signed by Borrower and the Agency and no waiver of any provision of this Indemnity, and no consent to any departure by Borrower from any provision of this Indemnity, shall be effective unless it is in writing and signed by the Agency, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.3 No failure on the part of the Agency to exercise, and no delay in exercising, any right hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Agency provided herein are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.

6.4 Any provision of this Indemnity that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof and without affecting the validity or enforceability of such provision in any other jurisdiction.

6.5 This Indemnity shall (a) be binding upon Borrower, and Borrower's successors and assigns; and (b) inure, together with all rights and remedies of the Agency hereunder, to the benefit of the Agency, its respective directors, officers, employees, and agents, any successors to the or the Agency's interest in the Property, any other person who acquires any portion of the Property at a foreclosure sale or otherwise through the exercise of the or the Agency's rights and

remedies under the Loan Documents, any successors to any such person, and all directors, officers, employees, and agents of all of the aforementioned parties.

6.6 Borrower hereby (a) irrevocably submits to the jurisdiction of any California or federal court sitting, in each instance, in San Diego County in any action or proceeding arising out of or relating to this Indemnity, (b) waives any defense based on doctrines of venue or forum *non conveniens* or similar rules or doctrines, and (c) irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in such California or federal court. Borrower irrevocably consents to the service of any and all process which may be required or permitted in any such action or proceeding to the address specified in the first paragraph of this Indemnity, above. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

6.7 The title of this document and the captions used herein are inserted only as a matter of convenience and for reference and shall in no way define, limit, or describe the scope or the intent of this Indemnity or any of the provisions hereof.

6.8 This Indemnity shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of California applicable to contracts made and to be performed therein, except to the extent that the laws of the United States preempt the laws of the State of California.

6.9 This Indemnity may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, Borrower has duly executed this Indemnity as of the date set forth below.

BEACHWIND COURT, L.P.,
a California limited partnership

By: CIC Beachwind, LLC,
a California limited liability company

By: Chelsea Investment Corporation,
a California corporation

By:_____
James J. Schmid, President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situated in the City of Imperial Beach, County of San Diego, State of California, described as follows:

ATTACHMENT NO. 11

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of _____, 2008 by and between BEACHWIND COURT, L.P., a California limited partnership ("Assignor"), and _____ ("Assignee").

RECITALS

A. Assignor has certain rights and obligations (the "Rights" and the "Obligations," respectively) with regard to the following parcel(s) of real property:

LOTS 33, 34, 35 AND 36 IN BLOCK 18 OF SOUTH SAN DIEGO TOWNSIDE, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 133, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 5, 1887.

TOGETHER WITH THAT PORTION OF THE WESTERLY 10.00 FEET OF 12TH STREET (SHOWN AS 6TH STREET), LYING EASTERLY OF AND ADJACENT TO SAID LOTS 33, 34, 35 AND 36 AS VACATED AND CLOSED TO PUBLIC USE, BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, IN RESOLUTION NO. 1439, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 4, 1968 AS INSTRUMENT NO. 193024 OF OFFICIAL RECORDS.

APN: 626-230-16-00

B. Such Rights and Obligations are described in that certain Affordable Housing Loan Agreement ("Loan Agreement") entered into by and between the Imperial Beach Redevelopment Agency (the "Agency") and the Assignor ("Borrower" therein) on _____, 2008, which document is a record on file in the offices of the City Clerk of the City of Imperial Beach and the Secretary of the Agency. The Loan Agreement is incorporated herein by this reference as though fully set forth herein. Loan Agreement as used herein shall mean, refer to and include the Loan Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments and attachments thereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in the Loan Agreement. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Loan Agreement.

C. Assignor and Assignee are Affiliates of one another. Pursuant to the Loan Agreement, Assignor has the right and desires to assign the Rights and Obligations to Assignee, and Assignee desires to assume the Rights and Obligations.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows

1. Assignment. Effective as of the date of this Assignment, which shall occur concurrently with the full execution of this Assignment by the Assignor, Assignee, and Agency, Assignor hereby assigns all of the Rights to Assignee.

2. Acceptance and Assumption. Assignee hereby accepts the assignment of the Rights from Assignor and assumes all of the Obligations arising from and after the date of this Assignment. Assignor and Assignee acknowledge that such assignment and acceptance shall relieve Assignor from any liability for Obligations arising on and after the date of this Assignment, but shall not relieve Assignor of its duty to comply with any Obligations which arose prior to the date hereof; provided, however that notwithstanding any provision to the contrary herein, Assignor shall remain liable for any Obligations associated with Hazardous Materials, including but not limited to any indemnity Obligations in the Environmental Indemnity (Attachment No. 10), existing on the Property prior to the date of this Assignment but not discovered until after the date of the Assignment. Assignee agrees to perform all of the Obligations in accordance with the Loan Agreement.

3. Assignee Address. The principal address of Assignee for purposes of the Loan Agreement is as follows:

_____

_____

_____

4. Miscellaneous.

(a) This Assignment shall be determined in accordance with and governed by the laws of the State of California.

(b) This Assignment may be executed in counterparts, each of which shall be deemed an original and which, when taken together, shall constitute a complete instrument.

(c) Each party agrees to perform any further acts, and to execute and deliver any further documents that may be reasonably necessary or required to carry out the intent and provisions of this Assignment and the transactions contemplated hereby.

(d) This Assignment shall bind and inure to the benefit of the respective heirs, personal representatives, grantees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers as of the day and year first written above.

ASSIGNOR:

BEACHWIND COURT, L.P., a California limited partnership

By: CIC Beachwind, LLC,
a California limited liability company

By: Chelsea Investment Corporation,
a California corporation

By: _____
James J. Schmid, President

ASSIGNEE:

_____

By: _____
Name:
Title:

By:_____

CONSENT TO ASSIGNMENT AND ASSUMPTION

In reliance upon the assumption by _____, as Assignee, of all Rights and Obligations pursuant to the foregoing Assignment and Assumption Agreement, the IMPERIAL BEACH REDEVELOPMENT AGENCY does hereby consent to and approve of the assignment of the Rights and Obligations by BEACHWIND COURT, L.P., a California limited partnership, to Assignee. Approval thereof by the Agency shall not be construed to relieve or release BEACHWIND COURT, L.P., from its duty to comply with any of its Obligations.

IMPERIAL BEACH REDEVELOPMENT AGENCY

Dated:_____

By: _____
Gary Brown, Executive Director

ATTEST:

_____
Agency Secretary

REVIEWED AND APPROVED
AS TO FORM:

AGENCY GENERAL COUNSEL

By:_____
James P. Lough

KANE, BALLMER & BERKMAN

By:_____
Agency Special Counsel
Susan Y. Cola

ATTACHMENT NO. 12

OFFICIAL BUSINESS
Document entitled to free recording
per Government Code Section 6103

Recording Requested By and
When Recorded Mail to:

Imperial Beach Redevelopment Agency
825 Imperial Beach Boulevard
Imperial Beach, California 91932
Attention: Jerry Selby, Redevelopment Coordinator

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE OF CONSTRUCTION COVENANTS

WHEREAS,_____, a _____ (the "Borrower") is the owner of that certain real property situated in the City of Imperial Beach, California described in Exhibit "A" which is attached hereto and made a part hereof (the "Site"), and has agreed to rehabilitate certain improvements thereon (the "Improvements"); and

WHEREAS, pursuant to the Affordable Housing Loan Agreement ("Loan Agreement") entered into by and between the Imperial Beach Redevelopment Agency (the "Agency") and the Borrower dated for reference purposes _____, 2008, the Agency has agreed to furnish the Borrower with a Release of Construction Covenants ("Release") upon the completion of the rehabilitation of the Improvements, and such certificate is to be in such form as to permit it to be recorded in the Recorder's Office of San Diego County; and

WHEREAS, the Loan Agreement states that the Release shall be conclusive determination of satisfactory completion of the rehabilitation of the Improvements as required by the Loan Agreement; and

WHEREAS, the Agency has each determined that the rehabilitation of the Improvements on the Site as required by the Loan Agreement has been satisfactorily completed.

NOW THEREFORE, it is hereby acknowledged and agreed by the parties hereto that:

1. The Agency hereby certifies that the rehabilitation of the Improvements on the Site has been fully and satisfactorily performed and completed as required by the Loan Agreement.

2. Nothing contained in this instrument shall modify any provisions of the Loan Agreement.

IN WITNESS WHEREOF, the Agency has executed this Release this ___ day of _____, _____.

IMPERIAL BEACH REDEVELOPMENT AGENCY ("AGENCY")

Date:_____

By:_____
Gary Brown

Executive Director

ATTEST:

_____
Agency Secretary

REVIEWED AND APPROVED
AS TO FORM:

AGENCY GENERAL COUNSEL

By:_____
James P. Lough

KANE, BALLMER & BERKMAN

By:_____
Agency Special Counsel
Susan Y. Cola

SIGNATURES CONTINUED ON NEXT PAGE

BEACHWIND COURT, L.P.,
a California limited partnership

By: CIC Beachwind, LLC,
a California limited liability company

By: Chelsea Investment Corporation,
a California corporation

By:_____
James J. Schmid, President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

State of California)
)
County of San Diego)

On _____ before me, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

Attachment 2

RESOLUTION NO. R-08-157

A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY APPROVING AN LOAN AGREEMENT WITH CHELSEA INVESTMENT CORPORATION FOR THE ACQUISITION AND REHABILITATION OF 624 12TH STREET

WHEREAS, the Imperial Beach Redevelopment Agency ("Agency") is engaged in activities necessary to carry out and implement the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area [the "Project"]; and

WHEREAS, the Agency has set objectives for affordable housing in accordance with the Project; and

WHEREAS, in order to serve the objectives of the Project, the Agency desires to assist in the rehabilitation of existing multifamily housing and in maintaining affordable housing; and

WHEREAS, the Agency has established a Low and Moderate Income Housing Fund pursuant to Health and Safety Code Section 33334.3; and

WHEREAS, Chelsea Investment Corporation ("Developer") has submitted a proposal to the Agency for the development of 14 affordable residential rental units located at 624 12th Street, in the City of Imperial Beach, California ("the Property"), for availability to and occupancy by very low- and low-income persons and households (the "Project"); and

WHEREAS, in order to carry out and implement the Redevelopment Plan, the Agency proposes to enter into a Loan Agreement with the Developer for the Acquisition and Rehabilitation of 624 12th Street; and

WHEREAS, the acquisition and rehabilitation of the property by the Developer will benefit the Project and serve major Redevelopment Plan goals and objectives; and

WHEREAS, The California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA") imposes no conditions on the Agency's consideration and approval of this Agreement, because the project undertaken pursuant to this Agreement is the rehabilitation of existing improvements and such projects are exempt from CEQA requirements under the categorical exemption set forth in 14 CCR Section 15301; and

WHEREAS, the Agency desires to provide a loan of low and moderate income funds to Developer in the amount not to exceed $1,945,000 to maintain the economic feasibility of the Project; and

WHEREAS, the provision of the Agency's loan of low and moderate income housing funds for the Project is in accordance with the goals and purposes of the Community Redevelopment Law (Health and Safety Code sections 33000 et seq.)("CRL") and the

Redevelopment and Implementation Plans adopted by the Agency for the Palm Avenue/Commercial Redevelopment Project Area; and

NOW, THEREFORE, BE IT RESOLVED, by the Agency, as follows:

1. That the Executive Director or designee, is authorized and empowered to execute, for and on behalf of the Agency, a Loan Agreement with Chelsea for the Acquisition and Rehabilitation of 624 12th Street; under the terms and conditions set forth in the Loan Agreement; and

2. That the amount of the agreement shall not exceed ONE MILLION NINE HUNDRED AND FORTY-FIVE THOUSAND DOLLARS ($1,945,000).

PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency of the City of at its meeting held on the 6th day of August 2008, by the following roll call vote:

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

James C. Janney
JAMES C. JANNEY
CHAIRPERSON

ATTEST:

Jacqueline M. Hald
JACQUELINE M. HALD, CMC
SECRETARY

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. R-08-157 – A Resolution of the Imperial Beach Redevelopment Agency approving a Loan Agreement with Chelsea Investment Corporation for the Acquisition and Rehabilitation of 624 12th Street.

CITY CLERK DATE

AGENDA ITEM NO. 6.2

STAFF REPORT
CITY OF IMPERIAL BEACH

TO:	**HONORABLE MAYOR AND CITY COUNCIL**
FROM:	**GARY BROWN, CITY MANAGER**
MEETING DATE:	**AUGUST 6, 2008**
ORIGINATING DEPT.:	**COMMUNITY DEVELOPMENT DEPARTMENT** **GREG WADE, DIRECTOR**
SUBJECT:	**ADOPTION OF RESOLUTION NO. 2008-6661 – APPROVING THE FINAL MITIGATED NEGATIVE DECLARATION (MND) FOR AND ADOPTION OF THE SAND COMPATIBILITY AND OPPORTUNISTIC USE PROGRAM ("SCOUP")**

BACKGROUND:

On January 9, 2008, the City Council was given an overview of the Sand Compatibility and Opportunistic Use Program ("SCOUP"). It was reported then that SANDAG, together with City staff, has been working with EDAW and Moffat & Nichol on the SCOUP and its associated environmental document, a Mitigated Negative Declaration (MND). Simply stated, the SCOUP would essentially allow the opportunistic use of beach compatible sand or sediment to be used for on-shore beach replenishment in the area south of Imperial Beach Boulevard in the City of Imperial Beach. Sources for such sediment could include local, nearby or other construction sites (such as the Seacoast Inn) and dredging or restoration projects or other activities in the Tijuana Estuary or San Diego Bay. The City of Imperial Beach has been participating in the preparation of the MND along with the cities of Coronado, Encinitas and Solana Beach and has contributed $7,100 to this effort. The 30-day public review period for the Draft MND began on Monday, February 11, 2008, and ended on Wednesday, March 12, 2008.

The SCOUP was developed in consultation with State and Federal resource agencies and provides protocols and templates for a regional opportunistic sand replenishment program and is intended to streamline regulatory approval of small beach nourishment projects. The purpose of the project is to capitalize on opportunities to obtain beach-quality sand from construction, development, or dredging projects in the region when it becomes available. Approval of the CEQA document and subsequent receipt of permits would allow quick and efficient placement of material as it comes available in the next five years provided it meets the criteria identified in the Sand Compatibility and Opportunistic Use Program (SCOUP). Applications for associated permits would be resubmitted in order to extend beyond the initial five year period. This efficiency makes opportunistic material a viable sand source. The project will be implemented at sites in specific beach locations in the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach. Each site would be monitored over time so that the program may be modified as needed, with agency consent, to maintain minimal environmental impacts (maximum environmental sensitivity) while maximizing nourishment of the littoral zone.

On March 19, 2008, the City Council authorized the execution of a contract with Moffat & Nichol Engineers to process the necessary permits to execute projects under the SCOUP. Moffat & Nichol are currently preparing the permit applications for the initial five-year permits.

DISCUSSION:

SANDAG has worked with the participating cities to develop small-scale opportunistic sand program that allows the placement of compatible excess sandy material from sources such as development projects and detention basins onto the cities' beaches. Key to the success of the SCOUP program are the following: determining the suitability of the candidate material for beach fill; evaluating the physical properties of the receiver site; assessing the presence of biologic receptors potentially impacted by the nourishment project at the beach and in the near shore; and, directions for preparing a Project Monitoring Report for the permitting agencies.

As previously mentioned, SANDAG released the SCOUP Draft Initial Study/Mitigated Negative Declaration (MND) for a 30-day public review which began on February 11, 2008 and ended on March 11, 2008. The scope of the MND covered receiver site descriptions and potential environmental effects in the cities of Solana Beach, Encinitas, Coronado and Imperial Beach. The SCOUP defines the location, timing, type and other parameters of sand placement within which potential opportunistic nourishment projects will be implemented.

Each of the four cities is a co-Lead Agency under the California Environmental Quality Act (CEQA). Each of the cities participating in the SCOUP project is responsible for independently approving and certifying the MND and approving the SCOUP project in their respective jurisdictions. The City may begin implementing SCOUP once all regulatory permits and approvals have been obtained which is to occur in 2009. The permit applications are currently being prepared for the City of Imperial Beach.

Comment letters and/or email communications were received from the following public agencies and private non-governmental organizations:

- State Office of Planning and Research – State Clearinghouse;
- California State Lands Commission;
- CalBeach Advocates/San Diego County Chapter of the Surfrider Foundation; and,
- Audubon Society, Jim Peugh.

Copies of the comment letters submitted by these agencies and organizations are included in the Final MND which is included as Attachment 2. Each comment regarding the content and conclusions of the MND has been responded to in the Final MND. No new significant impacts were identified and no new mitigation measures were required to address the comments received. Comments raised by these agencies and organizations were focused on clarifications in the text of the MND and were related to the following primary concerns:

- Permits or other approvals would be required from the State Lands Commission as well as other agencies
- Approach to enforcement of mitigation monitoring requirements
- Lagoon mouth sedimentation
- Relationship of the SCOUP program with other long-term comprehensive beach nourishment efforts underway locally, regionally, and by State and Federal agencies
- Avoidance of impacts to parking, surfing, other beach-related recreational activities and monitoring to ensure impacts avoided
- SCOUP implementation costs.

Within the City of Imperial Beach, the project consists of placing up to a maximum total of 75,000 cubic yards per year of sand material at the Imperial Beach site for fines up to 25 percent during the offseason. Each project would be limited to a maximum of 25,000 cubic yards. The proposed footprint for placement would be from Imperial Beach Boulevard south approximately 2,300 feet to closely replicate the Regional Beach Sand Project completed in 2001. As part of that project, 120,000 cubic yards of sand was placed in this location.

Offseason placement is acceptable for the 11-25% fines, but this fines fraction is not acceptable during the summer season from March 1 to September 14 due to bird foraging. The fines fraction acceptable during the breeding season is 10% or less.

Placement during the period of March 1 to May 31 is restricted to minimize impacts to invertebrate recruitment and grunion spawning. Specifically, up to 25,000 cubic yards (with ≤ 10% fines) may be placed each month within this time period. Placement can only occur over periods of two weeks maximum per month. Placement can also only occur over discreet areas of the beach rather than over the entire beach area. A different placement site would be used each event and have a minimum spacing of 150 feet between placement sites, and located such that subsequent placements would not require vehicle disturbance of previously used sites.

Placement during the period of June 1 to September 14 would only be allowed for the area south of Imperial Beach Boulevard with appropriate monitoring in coordination with California Department of Fish and Game, National Marine Fisheries Service, and the United States Fish and Wildlife Service. The same placement restrictions as described above for the period between March 1 and May 31 that avoids repetitive placement in the same location also would apply to placement during June 1 and September 14.

Opportunistic sand sources would primarily be from construction projects within the city limits and the Tijuana River Estuarine Research Reserve. Some projects currently identified include a hotel and parking garage proposed at 800 Seacoast Drive, between Date Avenue and Daisy Avenue, which would replace an existing hotel and may generate a moderate amount of material within the 5 year project lifespan. Under this scenario, approximately 15,000 cubic yards would be graded for the parking garage, but would have to be tested to determine the amount of available potential beach nourishment material. The new hotel will be sited 35 feet back from the beach, thereby creating more space for a sandy beach area. There is another potential beachfront hotel development at Seacoast Drive and Imperial Beach Boulevard, which could provide a source for beach material. In addition, the Tijuana River Valley Debris and Sedimentation Detention Basins (Tijuana River Valley basins), Goat Canyon sediment basins would be potential sources for sand if deemed as opportunistic sand for placement. The Tijuana River Valley basins were recently created and are associated with the restoration efforts of the Tijuana Estuary. Clearing of these basins could yield sources of high-quality sand on a frequent basis and approximately 60,000 cubic yards would potentially be captured in these basins. This material would only be utilized if chemical testing confirms it is not contaminated and the material meets other suitability criteria.

As mentioned, permit applications to regulatory agencies are currently being prepared. SCOUP Permits will be needed from:

- California Regional Water Quality Control Board
- US Army Corps of Engineers
- San Diego Unified Port District
- City of Imperial Beach

Monitoring will be implemented by the City of Imperial Beach and the other three cities as opportunistic projects are performed. The SCOUP plan also recommends reporting and provides a sample reporting template that may be modified by each city as appropriate. Project design features are also defined to address truck operations and other operational procedures to avoid impacts (e.g. specific haul routes, traffic control plan, etc.). Monitoring for the following will be performed after each project:

- Beach profile
- Surfing conditions
- Turbidity
- Sediment grain size/gradation
- Traffic
- Biological resources including grunion and endangered and threatened species
- Hazards and hazardous materials

ENVIRONMENTAL IMPACT:

A Final Initial Study/Mitigated Negative Declaration was prepared for the SCOUP project pursuant to the 2008 State CEQA Guidelines §15063 (Attachment 2).

FISCAL IMPACT:

Funding for SCOUP was provided by the Department of Boating and Waterways (DBW) and the participating jurisdictions. DBW contributed $20,000 to the initial project cost of $48,290. The remaining cost was split evenly among the cities that paid $7,072.50 each. Additional funding is anticipated to be needed in FY 2009-2010 to conduct required mitigation and monitoring. Future funding needs will be determined once all permits are secured and mitigation and monitoring obligations are known and costs quantified.

DEPARTMENT RECOMMENDATION:

City staff recommends that the City Council adopt Resolution No. 2008-6661 certifying and approving the Final Mitigated Negative Declaration (MND) for, and adoption of, the Sand Compatibility and Opportunistic Use Program ("SCOUP").

Gary Brown

Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6661
2. Final Mitigated Negative Declaration (MND)for the Sand Compatibility and Opportunistic Use Program ("SCOUP")

Attachment 1

RESOLUTION NO. 2008-6661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE FINAL MITIGATED NEGATIVE DECLARATION (MND) FOR AND ADOPTING THE SAND COMPATIBILITY AND OPPORTUNISTIC USE PROGRAM ("SCOUP")

WHEREAS, the San Diego Association of Governments (SANDAG) has been developing the Sand Compatibility and Opportunistic Use Program (SCOUP); and

WHEREAS, SCOUP is a component of the California Coastal Sediment Management Master Plan development which began in 2004 and is a collaborative effort between the California Resources Agency and the U.S. Army Corps of Engineers to develop an integrated strategy for nourishing the State's beaches; and

WHEREAS, SANDAG released the SCOUP Draft Initial Study/Mitigated Negative Declaration (IS/MND) for a 30-day public review and comment period beginning on February 11, 2008 and ending on March 11, 2008 and no significant unavoidable adverse impacts were identified; and

WHEREAS, the scope of the IS/MND covered projects and potential environmental effects in the cities of Solana Beach, Encinitas, Coronado and Imperial Beach and each of the four cities is a co-Lead Agency under the California Environmental Quality Act (CEQA); and

WHEREAS, comments were received by several public agencies and organizations during the 30-day IS/MND public review period and no new significant impacts were identified and no new mitigation measures were identified; and

WHEREAS, a rigorous and comprehensive mitigation and monitoring will be implemented by Imperial Beach as opportunistic projects are performed; and

WHEREAS, regulatory permits and approvals are required to be obtained from the Regional Water Quality Control Board, the US Army Corps of Engineers, the San Diego Unified Port District and the City of Imperial Beach.

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

1. That the foregoing recitations are true and correct.

2. That the City Council hereby adopts Resolution No. 2008-6661, which approves the Final Mitigated Negative Declaration (MND) for and adopts the Sand Compatibility and Opportunistic Use Program ("SCOUP").

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of August 2008, by the following roll call vote:

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

Attachment 1

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2008-6661 – A Resolution of the City Council of the City of Imperial Beach, California, APPROVING THE FINAL MITIGATED NEGATIVE DECLARATION (MND) FOR AND ADOPTION OF THE SAND COMPATIBILITY AND OPPORTUNISTIC USE PROGRAM ("SCOUP")

CITY CLERK

DATE

FINAL
MITIGATED NEGATIVE DECLARATION
FOR THE
OPPORTUNISTIC BEACH FILL PROGRAM IN
THE CITIES OF ENCINITAS, SOLANA BEACH, CORONADO, AND IMPERIAL BEACH

Co-Lead Agencies:

SCH#: 2008021048	SCH#: 2008021047	SCH#: 2008021045	SCH#: 2008021046
City of Encinitas	City of Solana Beach	City of Coronado	City of Imperial Beach
505 S. Vulcan Ave.	635 S. Highway 101	1825 Strand Way	825 Imperial Beach Blvd.
Encinitas, CA 92024	Solana Beach, CA 92075	Coronado, CA 92118	Imperial Beach, CA 91932
Attn: Scott Vurbeff	Attn: Leslea Meyerhoff	Attn: Tony Pena	Attn: Greg Wade

Other Interested Agencies:
California Coastal Sediment Management Workgroup
135 Ridgeway Avenue
Santa Rosa, California 95401
Attn: Clif Davenport

and

San Diego Association of Governments (SANDAG)
401 B Street, Suite 800
San Diego, California 92101
Attn: Shelby Tucker

Prepared by:
EDAW, Inc
1420 Kettner Boulevard, Suite 620
San Diego, California 92101
Attn: Teri Fenner

For:
Moffatt and Nichol
3780 Kilroy Airport Way, Suite 600
Long Beach, California 90806
Attn: Chris Webb

May 2008

PREFACE

This document is a Final Mitigated Negative Declaration (MND), prepared pursuant to the California Environmental Quality Act (CEQA), addressing potential environmental consequences resulting from implementation of the Opportunistic Beach Fill Program in the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach. These four cities are co-lead agencies for the purpose of approving the environmental document within their individual jurisdiction. The Draft MND was circulated for public review for a 30 day period that started on February 11, 2008 and concluded on March 11, 2008.

The California Office of Planning and Research, State Clearinghouse and Planning Unit received only one comment letter during the normal comment period. Although the letter from the California State Lands Commission was received after the conclusion of the comment period, each agency agreed to consider the late comment in the Final MND. The California State Lands Commission sent a duplicate letter to each of the four cities. The Solana Beach City Council discussed the MND during a council meeting on February 27, 2008. These comments are documented in this Final MND as part of the complete public record. A comment letter was also received from CalBeach Advocates/San Diego County Chapter of the Surfrider Foundation. The Audubon Society provided a comment in a voicemail message with SANDAG and the text of the message is included in this Final MND. This voice mail comment was also accepted as a late comment. All comments received and responses to these comments are provided following this preface.

Comment	Submitted to	Date	Code
State			
Office of Planning and Research, State Clearinghouse and Planning Unit	City of Encinitas	03/12/2008	S1
Office of Planning and Research, State Clearinghouse and Planning Unit	City of Solana Beach	03/12/2008	S2
Office of Planning and Research, State Clearinghouse and Planning Unit	City of Coronado	03/12/2008	S3
Office of Planning and Research, State Clearinghouse and Planning Unit	City of Imperial Beach	03/12/2008	S4
California State Lands Commission	City of Encinitas	03/11/2008	S5
California State Lands Commission	City of Solana Beach	03/11/2008	S6
California State Lands Commission	City of Coronado	03/11/2008	S7
California State Lands Commission (copy of letter sent to the City of Encinitas)	City of Imperial Beach	03/11/2008	S8
Local			
City of Solana Beach City Council meeting	n/a	02/27/2008	L1
Other			
CalBeach Advocates/San Diego County Chapter of the Surfrider Foundation	SANDAG	02/20/2008	O1
Audubon Society, Jim Peugh (e-mail/voice message)	SANDAG	04/02/2008	O2

STATE OF CALIFORNIA

GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH

STATE CLEARINGHOUSE AND PLANNING UNIT

ARNOLD SCHWARZENEGGER
GOVERNOR

CYNTHIA BRYANT
DIRECTOR

March 12, 2008

Scott Vurbeff
City of Encinitas
505 S. Vulcan Avenue
Encinitas, CA 92024-3633

Subject: Opportunistic Beach Fill Program in the Cities of Encinitas, Solana Beach, Coronado, and Imperial Beach
SCH#: 2008021048

Dear Scott Vurbeff:

S1-1

The enclosed comment (s) on your Mitigated Negative Declaration was (were) received by the State Clearinghouse after the end of the state review period, which closed on March 11, 2008. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental document.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2008021048) when contacting this office.

Sincerely,

Terry Roberts

Terry Roberts
Senior Planner, State Clearinghouse

Enclosures
cc: Resources Agency

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Response to Office of Planning and Research, State Clearinghouse and Planning Unit letter (sent to City of Encinitas)

Comment S1-1

This comment has been received and noted. The same letter was sent to the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach. Each city agreed to respond to the late comment and it is included in this Final MND. No response is necessary.

03/31/2008 15:36 FAX 8587551782 Solana Beach 002

STATE OF CALIFORNIA

GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH

STATE CLEARINGHOUSE AND PLANNING UNIT

ARNOLD SCHWARZENEGGER
GOVERNOR

CYNTHIA BRYANT
DIRECTOR

March 12, 2008

Leslea Meyerhoff
City of Solana Beach
635 South Highway 101
Solano Beach, CA 92075

Subject: Opportunistic Beach Fill Program in the Cities of Encinitas, Solana Beach, Coronado, and Imperial Beach
SCH#: 2008021047

Dear Leslea Meyerhoff:

S2-1

The enclosed comment (s) on your Mitigated Negative Declaration was (were) received by the State Clearinghouse after the end of the state review period, which closed on March 11, 2008. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental document.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2008021047) when contacting this office.

Sincerely,

Terry Roberts

Terry Roberts
Senior Planner, State Clearinghouse

Enclosures
cc: Resources Agency

Response to Office of Planning and Research, State Clearinghouse and Planning Unit letter (sent to City of Solana Beach)

<u>Comment S2-1</u>

Please see response to Comment S1-1.

cc: John Swanson

STATE OF CALIFORNIA

GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH

STATE CLEARINGHOUSE AND PLANNING UNIT

ARNOLD SCHWARZENEGGER
GOVERNOR

CYNTHIA BRYANT
DIRECTOR

March 12, 2008

RECEIVED
MAR 14 2008
COMMUNITY DEVELOPMENT DEPT.
CITY OF CORONADO

Tony Pena
City of Coronado
1825 Strand Way
Coronado, CA 92118

Subject: Opportunistic Beach Fill Program in the Cities of Encinitas, Solana Beach, Coronado, and Imperial Beach
SCH#: 2008021045

Dear Tony Pena:

S3-1 The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on March 11, 2008, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Terry Roberts

Terry Roberts
Director, State Clearinghouse

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Response to Office of Planning and Research, State Clearinghouse and Planning Unit letter (sent to City of Coronado)

Comment S3-1

Although the Office of Planning and Research, State Clearinghouse and Planning Unit indicates that no state agency made a comment, the California State Lands Commission did submit a letter. Please see response to Comment S5.

Document Details Report
State Clearinghouse Data Base

SCH# 2008021045
Project Title Opportunistic Beach Fill Program in the Cities of Encinitas, Solana Beach, Coronado, and Imperial Beach
Lead Agency Coronado, City of

Type MN Mitigated Negative Declaration
Description D

The proposed project involves beach replenishment at specific beach receiver sites in the cities of Coronado, Encinitas, Imperial Beach, and Solana Beach. SANDAG data related to sand transport, nearshore resources, and project monitoring results were utilized to proactively design opportunistic projects within each jurisdiction that would be most environmentally sensitive, and not cause significant environmental impacts. For each location, known offshore resources and the results of prior beach nourishment projects were used to define maximum quantity of sand, placement location, and appropriate grain composition, thereby avoiding impacts to offshore environmental resources, and other resources. It is anticipated that opportunistic sand would be provided by sand from local contribution within each cities' jurisdiction for their associated receiver site(s), brought to the receiver sites by trucks, and placed by appropriate earthmoving equipment to achieve the proposed design.

Lead Agency Contact

Name Tony Pena
Agency City of Coronado
Phone (619) 522-7326 **Fax**
email
Address 1825 Strand Way
City Coronado **State** CA **Zip** 92118

Project Location

County San Diego
City Coronado
Region
Cross Streets at Pacific Ocean
Parcel No. Various
Township **Range** **Section** **Base**

Proximity to:

Highways I-5
Airports
Railways
Waterways Pacific Ocean
Schools Various
Land Use All beach receiver sites are public beaches.

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Coastal Zone; Cumulative Effects; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Landuse; Minerals; Noise; Other Issues; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Septic System; Sewer Capacity; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian

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Reviewing Agencies Resources Agency; Regional Water Quality Control Board, Region 9; Department of Parks and Recreation; Native American Heritage Commission; Department of Fish and Game, Marine Region; Department of Fish and Game, Region 5; Department of Water Resources; Department of Conservation; California Coastal Commission; California Highway Patrol; Caltrans, District 11; Department of Boating and Waterways; State Water Resources Control Board, Division of Water Quality; State Lands Commission

Note: Blanks in data fields result from insufficient information provided by lead agency.

Document Details Report
State Clearinghouse Data Base

Date Received 02/11/2008 ***Start of Review*** 02/11/2008 ***End of Review*** 03/11/2008

Note: Blanks in data fields result from insufficient information provided by lead agency.

STATE OF CALIFORNIA

GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH

STATE CLEARINGHOUSE AND PLANNING UNIT

ARNOLD SCHWARZENEGGER
GOVERNOR

CYNTHIA BRYANT
DIRECTOR

March 12, 2008

MAR 17 2008

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

Subject: Opportunistic Beach Fill Program in the Cities of Encinitas, Solana Beach, Coronado, and Imperial Beach
SCH#: 2008021046

Dear Greg Wade:

S4-1

The enclosed comment (s) on your Mitigated Negative Declaration was (were) received by the State Clearinghouse after the end of the state review period, which closed on March 11, 2008. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental document.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2008021046) when contacting this office.

Sincerely,

Terry Roberts

Terry Roberts
Senior Planner, State Clearinghouse

Enclosures
cc: Resources Agency

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Response to Office of Planning and Research, State Clearinghouse and Planning Unit letter (sent to City of Imperial Beach)

Comment S4-1

Please see response to Comment S1-1.

STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *Governor*

CALIFORNIA STATE LANDS COMMISSION
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

PAUL D. THAYER, *Executive Officer*
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Contact Phone: **(916) 574-1814**
Contact FAX: **(916) 574-1885**

March 11, 2008

File Ref: SCH# 2008021045; 2008021046
2008021047; 0200821048

RECEIVED
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STATE CLEARING HOUSE

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Opportunistic Beach Fill Program
Attn: Scott Vurbeff
City of Encinitas
505 South Vulcan Avenue
Encinitas, CA 92024

SUBJECT: Notice of Completion for the Opportunistic Beach Fill Program in the Cities of Encinitas, Solana Beach, Coronado, and Imperial Beach Draft Initial Study/Mitigated Negative Declaration, San Diego County, ~~SCH 2008021045, SCH 2008021046, SCH 2008021047,~~ SCH 2008021048

Dear Mr. Vurbeff,

Staff of the California State Lands Commission (CSLC) has reviewed the subject document. Under the California Environmental Quality Act (CEQA), the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach are Co-lead Agencies and the CSLC is a Responsible and/or Trustee Agency for any and all projects that could directly or indirectly affect sovereign lands, their accompanying Public Trust resources or uses, and the public easement in navigable waters.

Jurisdiction

As background, the State acquired sovereign ownership of tidelands and submerged lands and beds of navigable waterways upon its admission to the United States in 1850. The State holds these lands for the benefit of all the people of the State for Public Trust purposes which include waterborne commerce, navigation, fisheries, water-related recreation, habitat preservation, and open space. The landward boundaries of the State's sovereign interests in areas that are subject to tidal action are generally based upon the ordinary high water marks of these waterways as they last existed prior to fill or artificially-induced accretions. The State's sovereign interests are under the jurisdiction of the CSLC.

General Comments

The proposed project involves opportunistic beach replenishment activities at specific receiver sites within the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach. The five-year project anticipates that local dredging activities and

Response to California State Lands Commission letter (sent to City of Encinitas)

upland development will periodically provide sand suitable for placement at these receiver sites, identified as optimal sites based on previous studies conducted by the San Diego Association of Governments (SANDAG). Each municipality would be responsible for administering activities within its jurisdiction, but would adhere to the requirements of the commonly prepared Mitigated Negative Declaration, which includes varying site-specific restrictions for the amounts and timing of sand placement. The location of each City's receiver sites, as well as potential CSLC jurisdiction, is summarized below.

S5-1 The City of Encinitas (SCH2008021048) proposes two receiver sites: the first is located between South Carlsbad State Beach and Leucadia State Beach immediately south of the mouth of Batiquitos Lagoon. The site currently appears to be subject to Lease PRC No. 8519.9, issued by the CSLC to the City of Encinitas for an opportunistic beach nourishment project tied to an upland development project. As the current lease is project-specific and is due to expire in April of 2009, an application from the City of Encinitas will be required for a new lease for the proposed activity. The second receiver site is located at Moonlight Beach, which appears to not be subject to a current CSLC leasing activity. This latter site will also require a lease from the CSLC, but can be included in the application for the above referenced site.

S5-2 The City of Solana Beach (SCH 2008021047) proposes one receiver site at Fletcher Cove. The site currently appears to be subject to Lease No. PRC 7938.9 issued by the CSLC to the City of Solana Beach, which includes among other authorized uses, an opportunistic beach replenishment component tied to an upland development project. As the current lease is project-specific and is due to expire in August of 2009, an application from the City of Solana Beach will be required for a new lease for the proposed activity.

S5-3 The City of Coronado (SCH 2008021045) proposes one receiver site at the Coronado Municipal Beach, encompassing the beach's north, central, and south areas. The site currently appears to be subject to Lease No. PRC 3691.9 issued by the CSLC to the City of Coronado, which authorizes recreational use, lifeguarding, and beach maintenance. However, as beach nourishment does not fall under the classification of beach maintenance, an application from the City of Coronado will be required to amend the lease to reflect the proposed activity.

S5-4 The City of Imperial Beach (SCH 2008021046) proposes one receiver site south of Imperial Beach Boulevard adjacent to the Tijuana Slough National Wildlife Refuge. The site currently appears to be located within sovereign lands legislatively granted to the San Diego Unified Port District (SDUPD) pursuant to Chapter 168, Statutes of 1990, with minerals reserved. Therefore, a lease from the CSLC is not required unless dredging activities are conducted. However, applications should be made with all other agencies having approval authority over this project, including the SDUPD.

Specific Comments

Certainty should be added to the mitigation measures, as stated in the following examples.

Comment S5-1

This comment has been received and noted. The City of Encinitas will pursue opportunistic permits/lease agreements to implement the project.

Comment S5-2

This comment has been received and noted. The City of Solana Beach will pursue opportunistic permits/lease agreements to implement the project.

Comment S5-3

This comment has been received and noted. The City of Coronado will pursue opportunistic permits/lease agreements to implement the project.

Comment S5-4

This comment has been received and noted. The City of Imperial Beach will pursue opportunistic permits/lease agreements to implement the project.

S5-5 **Page 37 of 112**; first paragraph, first sentence. Change "…a qualified biologist is recommended to determine the nature of site used by snowy plovers..." to "…a qualified biologist is required to determine the nature of site used by snowy plovers…."

S5-6 **Page 50 of 112**; third paragraph, first sentence. Change "Generally, the monitoring program would involve…" to "The monitoring program shall include at a minimum…."

S5-7 **Page 56 of 112**; forth paragraph. Change "… additional monitoring may be required…" to additional monitoring shall be required…."

S5-8 **Page 58 of 112**; first sentence. Replace the word "may" with "shall." Second paragraph, forth sentence: "Coordination with USFWS would be necessary and monitoring during construction may…" change to "…monitoring during construction will…."

S5-9 **Page 83 of 112;** third paragraph. In light of the statement made that "… sedimentation rates might increase up to 30%..." and similar statements regarding other lagoons, the State Lands Commission staff suggest that the lead agency consider monitoring lagoon mouth and vicinity as part of the mitigation monitoring plan to address potential increased rate of sedimentation, and associated impacts to sensitive resources.

S5-10 In addition, greenhouse gas emissions information consistent with the California Global Warming Solutions Act (AB 32) should be included. This would include a determination of the greenhouse gases that will be emitted, a determination of the significance of the impact, and mitigation measures to reduce that impact.

Please contact Kenneth Foster at (916) 574-2555 for more information about the Commission's application requirements and leasing jurisdiction. Please contact Grace Kato at (916) 574-1227 for more information about the Commission's granted lands program. Please contact Steven Mindt at (916) 574-1497 to discuss the environmental review comments. Thank you for the opportunity to comment on the proposed project.

Sincerely,

Gail Newton, Chief
Division of Environmental Planning
and Management

cc: Office of Planning and Research
Ken Foster, CSLC
Steven Mindt, CSLC

Comment S5-5

The text has been revised.

Comment S5-6

The text has been revised.

Comment S5-7

The text has been revised.

Comment S5-8

The text has been revised.

Comment S5-9

The lagoon mouths are monitored constantly by their owners and actively maintained. Impacts from this project could only occur if all North County sites received their maximum allowable quantity of sand in the same year (which is unlikely) as any other condition would not lead to the possible degree of sedimentation that would necessitate lagoon mouth monitoring. The text further notes that the natural variability is greater than this amount. The text has been clarified.

Comment S5-10

Since the issue of greenhouse gas (GHG) continues to evolve and there are no agreed upon method to evaluate this and other potential global warming impacts, an evaluation of potential project emissions consistent with this act has been included in Section XVII(b) discusses cumulatively considerable impacts.

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, *Governor*

CALIFORNIA STATE LANDS COMMISSION
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

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March 11, 2008

File Ref: SCH# 2008021045; 2008021046
2008021047; 0200821048

Opportunistic Beach Fill Program
Attn: Leslea Meyerhoff
City of Solana Beach
635 S. Highway 101
Solana Beach, CA 92075

SUBJECT: Notice of Completion for the Opportunistic Beach Fill Program in the Cities of Encinitas, Solana Beach, Coronado, and Imperial Beach Draft Initial Study/Mitigated Negative Declaration, San Diego County, SCH 2008021045, SCH 2008021046, SCH 2008021047, SCH 2008021048

Dear Ms. Meyerhoff,

Staff of the California State Lands Commission (CSLC) has reviewed the subject document. Under the California Environmental Quality Act (CEQA), the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach are Co-lead Agencies and the CSLC is a Responsible and/or Trustee Agency for any and all projects that could directly or indirectly affect sovereign lands, their accompanying Public Trust resources or uses, and the public easement in navigable waters.

Jurisdiction

As background, the State acquired sovereign ownership of tidelands and submerged lands and beds of navigable waterways upon its admission to the United States in 1850. The State holds these lands for the benefit of all the people of the State for Public Trust purposes which include waterborne commerce, navigation, fisheries, water-related recreation, habitat preservation, and open space. The landward boundaries of the State's sovereign interests in areas that are subject to tidal action are generally based upon the ordinary high water marks of these waterways as they last existed prior to fill or artificially-induced accretions. The State's sovereign interests are under the jurisdiction of the CSLC.

Response to California State Lands Commission letter (sent to City of Solana Beach)

This letter is identical to Comment S5 and all responses are identical.

upland development will periodically provide sand suitable for placement at these receiver sites, identified as optimal sites based on previous studies conducted by the San Diego Association of Governments (SANDAG). Each municipality would be responsible for administering activities within its jurisdiction, but would adhere to the requirements of the commonly prepared Mitigated Negative Declaration, which includes varying site-specific restrictions for the amounts and timing of sand placement. The location of each City's receiver sites, as well as potential CSLC jurisdiction, is summarized below.

S6-1 The City of Encinitas (SCH2008021048) proposes two receiver sites: the first is located between South Carlsbad State Beach and Leucadia State Beach immediately south of the mouth of Batiquitos Lagoon. The site currently appears to be subject to Lease PRC No. 8519.9, issued by the CSLC to the City of Encinitas for an opportunistic beach nourishment project tied to an upland development project. As the current lease is project-specific and is due to expire in April of 2009, an application from the City of Encinitas will be required for a new lease for the proposed activity. The second receiver site is located at Moonlight Beach, which appears to not be subject to a current CSLC leasing activity. This latter site will also require a lease from the CSLC, but can be included in the application for the above referenced site.

S6-2 The City of Solana Beach (SCH 2008021047) proposes one receiver site at Fletcher Cove. The site currently appears to be subject to Lease No. PRC 7938.9 issued by the CSLC to the City of Solana Beach, which includes among other authorized uses, an opportunistic beach replenishment component tied to an upland development project. As the current lease is project-specific and is due to expire in August of 2009, an application from the City of Solana Beach will be required for a new lease for the proposed activity.

S6-3 The City of Coronado (SCH 2008021045) proposes one receiver site at the Coronado Municipal Beach, encompassing the beach's north, central, and south areas. The site currently appears to be subject to Lease No. PRC 3691.9 issued by the CSLC to the City of Coronado, which authorizes recreational use, lifeguarding, and beach maintenance. However, as beach nourishment does not fall under the classification of beach maintenance, an application from the City of Coronado will be required to amend the lease to reflect the proposed activity.

S6-4 The City of Imperial Beach (SCH 2008021046) proposes one receiver site south of Imperial Beach Boulevard adjacent to the Tijuana Slough National Wildlife Refuge. The site currently appears to be located within sovereign lands legislatively granted to the San Diego Unified Port District (SDUPD) pursuant to Chapter 168, Statutes of 1990, with minerals reserved. Therefore, a lease from the CSLC is not required unless

S6-5 **Page 37 of 112**; first paragraph, first sentence. Change "…a qualified biologist is recommended to determine the nature of site used by snowy plovers…" to "…a qualified biologist is required to determine the nature of site used by snowy plovers…."

S6-6 **Page 50 of 112**; third paragraph, first sentence. Change "Generally, the monitoring program would involve…" to "The monitoring program shall include at a

Comment S6-1

Please see response to Comment S5-1.

Comment S6-2

Please see response to Comment S5-2.

Comment S6-3

Please see response to Comment S5-3.

Comment S6-4

Please see response to Comment S5-4.

Comment S6-5

Please see response to Comment S5-5.

Comment S6-6

Please see response to Comment S5-6.

minimum…."

S6-7 **Page 56 of 112**; forth paragraph. Change "… additional monitoring may be required…" to additional monitoring shall be required…."

S6-8 **Page 58 of 112**; first sentence. Replace the word "may" with "shall." Second paragraph, forth sentence: "Coordination with USFWS would be necessary and monitoring during construction may…" change to "…monitoring during construction will…."

S6-9 **Page 83 of 112;** third paragraph. In light of the statement made that "… sedimentation rates might increase up to 30%..." and similar statements regarding other lagoons, the State Lands Commission staff suggest that the lead agency consider monitoring lagoon mouth and vicinity as part of the mitigation monitoring plan to address potential increased rate of sedimentation, and associated impacts to sensitive resources.

S6-10 In addition, greenhouse gas emissions information consistent with the California Global Warming Solutions Act (AB 32) should be included. This would include a determination of the greenhouse gases that will be emitted, a determination of the significance of the impact, and mitigation measures to reduce that impact.

Please contact Kenneth Foster at (916) 574-2555 for more information about the Commission's application requirements and leasing jurisdiction. Please contact Grace Kato at (916) 574-1227 for more information about the Commission's granted lands program. Please contact Steven Mindt at (916) 574-1497 to discuss the environmental review comments. Thank you for the opportunity to comment on the proposed project.

Sincerely,

Gail Newton, Chief
Division of Environmental Planning
and Management

cc: Office of Planning and Research
Ken Foster, CSLC
Steven Mindt, CSLC

Comment S6-7

Please see response to Comment S5-7.

Comment S6-8

Please see response to Comment S5-8.

Comment S6-9

Please see response to Comment S5-9.

Comment S6-10

Please see response to Comment S5-10.

STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *Governor*

CALIFORNIA STATE LANDS COMMISSION
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

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March 11, 2008

File Ref: SCH# 2008021045; 2008021046
2008021047; 0200821048

Opportunistic Beach Fill Program
Attn: Tony Pena
City of Coronado
1825 Strand Way
Coronado, CA 92118

SUBJECT: Notice of Completion for the Opportunistic Beach Fill Program in the Cities of Encinitas, Solana Beach, Coronado, and Imperial Beach Draft Initial Study/Mitigated Negative Declaration, San Diego County, SCH 2008021045, SCH 2008021046, SCH 2008021047, SCH 2008021048

Dear Mr. Pena,

Staff of the California State Lands Commission (CSLC) has reviewed the subject document. Under the California Environmental Quality Act (CEQA), the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach are Co-lead Agencies and the CSLC is a Responsible and/or Trustee Agency for any and all projects that could directly or indirectly affect sovereign lands, their accompanying Public Trust resources or uses, and the public easement in navigable waters.

Jurisdiction

As background, the State acquired sovereign ownership of tidelands and submerged lands and beds of navigable waterways upon its admission to the United States in 1850. The State holds these lands for the benefit of all the people of the State for Public Trust purposes which include waterborne commerce, navigation, fisheries, water-related recreation, habitat preservation, and open space. The landward boundaries of the State's sovereign interests in areas that are subject to tidal action are generally based upon the ordinary high water marks of these waterways as they last existed prior to fill or artificially-induced accretions. The State's sovereign interests are under the jurisdiction of the CSLC.

General Comments

The proposed project involves opportunistic beach replenishment activities at specific receiver sites within the cities of Encinitas, Solana Beach, Coronado, and

Response to California State Lands Commission letter (sent to City of Coronado)

This letter is identical to Comment S5 and all responses are identical.

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S7-4 The City of Imperial Beach (SCH 2008021046) proposes one receiver site south of Imperial Beach Boulevard adjacent to the Tijuana Slough National Wildlife Refuge. The site currently appears to be located within sovereign lands legislatively granted to the San Diego Unified Port District (SDUPD) pursuant to Chapter 168, Statutes of 1990, with minerals reserved. Therefore, a lease from the CSLC is not required unless dredging activities are conducted. However, applications should be made with all other agencies having approval authority over this project, including the SDUPD.

Specific Comments

Certainty should be added to the mitigation measures, as stated in the following examples.

Comment S7-1

Please see response to Comment S5-1.

Comment S7-2

Please see response to Comment S5-2.

Comment S7-3

Please see response to Comment S5-3.

Comment S7-4

Please see response to Comment S5-4.

S7-5 **Page 37 of 112**; first paragraph, first sentence. Change "...a qualified biologist is recommended to determine the nature of site used by snowy plovers..." to "...a qualified biologist is required to determine the nature of site used by snowy plovers...."

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Sincerely,

Gail Newton, Chief
Division of Environmental Planning
and Management

cc: Office of Planning and Research
Ken Foster, CSLC
Steven Mindt, CSLC

Comment S7-5

Please see response to Comment S5-5.

Comment S7-6

Please see response to Comment S5-6.

Comment S7-7

Please see response to Comment S5-7.

Comment S7-8

Please see response to Comment S5-8.

Comment S7-9

Please see response to Comment S5-9.

Comment S7-10

Please see response to Comment S5-10.

STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *Governor*

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March 11, 2008

File Ref: SCH# 2008021045; 2008021046
2008021047; 0200821048

Opportunistic Beach Fill Program
Attn: Tony Pena
City of Coronado
1825 Strand Way
Coronado, CA 92118

SUBJECT: Notice of Completion for the Opportunistic Beach Fill Program in the Cities of Encinitas, Solana Beach, Coronado, and Imperial Beach Draft Initial Study/Mitigated Negative Declaration, San Diego County, SCH 2008021045, SCH 2008021046, SCH 2008021047, SCH 2008021048

Dear Mr. Pena,

Staff of the California State Lands Commission (CSLC) has reviewed the subject document. Under the California Environmental Quality Act (CEQA), the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach are Co-lead Agencies and the CSLC is a Responsible and/or Trustee Agency for any and all projects that could directly or indirectly affect sovereign lands, their accompanying Public Trust resources or uses, and the public easement in navigable waters.

Jurisdiction

As background, the State acquired sovereign ownership of tidelands and submerged lands and beds of navigable waterways upon its admission to the United States in 1850. The State holds these lands for the benefit of all the people of the State for Public Trust purposes which include waterborne commerce, navigation, fisheries, water-related recreation, habitat preservation, and open space. The landward boundaries of the State's sovereign interests in areas that are subject to tidal action are generally based upon the ordinary high water marks of these waterways as they last existed prior to fill or artificially-induced accretions. The State's sovereign interests are under the jurisdiction of the CSLC.

General Comments

The proposed project involves opportunistic beach replenishment activities at specific receiver sites within the cities of Encinitas, Solana Beach, Coronado, and

Response to California State Lands Commission letter (sent to City of Imperial Beach – copy of the letter sent to Coronado)

This letter is identical to Comment S5 and all responses are identical.

upland development will periodically provide sand suitable for placement at these receiver sites, identified as optimal sites based on previous studies conducted by the San Diego Association of Governments (SANDAG). Each municipality would be responsible for administering activities within its jurisdiction, but would adhere to the requirements of the commonly prepared Mitigated Negative Declaration, which includes varying site-specific restrictions for the amounts and timing of sand placement. The location of each City's receiver sites, as well as potential CSLC jurisdiction, is summarized below.

S8-1 The City of Encinitas (SCH2008021048) proposes two receiver sites: the first is located between South Carlsbad State Beach and Leucadia State Beach immediately south of the mouth of Batiquitos Lagoon. The site currently appears to be subject to Lease PRC No. 8519.9, issued by the CSLC to the City of Encinitas for an opportunistic beach nourishment project tied to an upland development project. As the current lease is project-specific and is due to expire in April of 2009, an application from the City of Encinitas will be required for a new lease for the proposed activity. The second receiver site is located at Moonlight Beach, which appears to not be subject to a current CSLC leasing activity. This latter site will also require a lease from the CSLC, but can be included in the application for the above referenced site.

S8-2 The City of Solana Beach (SCH 2008021047) proposes one receiver site at Fletcher Cove. The site currently appears to be subject to Lease No. PRC 7938.9 issued by the CSLC to the City of Solana Beach, which includes among other authorized uses, an opportunistic beach replenishment component tied to an upland development project. As the current lease is project-specific and is due to expire in August of 2009, an application from the City of Solana Beach will be required for a new lease for the proposed activity.

S8-3 The City of Coronado (SCH 2008021045) proposes one receiver site at the Coronado Municipal Beach, encompassing the beach's north, central, and south areas. The site currently appears to be subject to Lease No. PRC 3691.9 issued by the CSLC to the City of Coronado, which authorizes recreational use, lifeguarding, and beach maintenance. However, as beach nourishment does not fall under the classification of beach maintenance, an application from the City of Coronado will be required to amend the lease to reflect the proposed activity.

S8-4 The City of Imperial Beach (SCH 2008021046) proposes one receiver site south of Imperial Beach Boulevard adjacent to the Tijuana Slough National Wildlife Refuge. The site currently appears to be located within sovereign lands legislatively granted to the San Diego Unified Port District (SDUPD) pursuant to Chapter 168, Statutes of 1990, with minerals reserved. Therefore, a lease from the CSLC is not required unless dredging activities are conducted. However, applications should be made with all other agencies having approval authority over this project, including the SDUPD.

Specific Comments

Certainty should be added to the mitigation measures, as stated in the following examples.

Comment S8-1

Please see response to Comment S5-1.

Comment S8-2

Please see response to Comment S5-2.

Comment S8-3

Please see response to Comment S5-3.

Comment S8-4

Please see response to Comment S5-4.

S8-5 **Page 37 of 112**; first paragraph, first sentence. Change "...a qualified biologist is recommended to determine the nature of site used by snowy plovers..." to "...a qualified biologist is required to determine the nature of site used by snowy plovers...."

S8-6 **Page 50 of 112**; third paragraph, first sentence. Change "Generally, the monitoring program would involve..." to "The monitoring program shall include at a minimum...."

S8-7 **Page 56 of 112**; forth paragraph. Change "... additional monitoring may be required..." to additional monitoring shall be required...."

S8-8 **Page 58 of 112**; first sentence. Replace the word "may" with "shall." Second paragraph, forth sentence: "Coordination with USFWS would be necessary and monitoring during construction may..." change to "...monitoring during construction will...."

S8-9 **Page 83 of 112**; third paragraph. In light of the statement made that "... sedimentation rates might increase up to 30%..." and similar statements regarding other lagoons, the State Lands Commission staff suggest that the lead agency consider monitoring lagoon mouth and vicinity as part of the mitigation monitoring plan to address potential increased rate of sedimentation, and associated impacts to sensitive resources.

S8-10 In addition, greenhouse gas emissions information consistent with the California Global Warming Solutions Act (AB 32) should be included. This would include a determination of the greenhouse gases that will be emitted, a determination of the significance of the impact, and mitigation measures to reduce that impact.

Please contact Kenneth Foster at (916) 574-2555 for more information about the Commission's application requirements and leasing jurisdiction. Please contact Grace Kato at (916) 574-1227 for more information about the Commission's granted lands program. Please contact Steven Mindt at (916) 574-1497 to discuss the environmental review comments. Thank you for the opportunity to comment on the proposed project.

Sincerely,

Gail Newton, Chief
Division of Environmental Planning
and Management

cc: Office of Planning and Research
Ken Foster, CSLC
Steven Mindt, CSLC

Comment S8-5

Please see response to Comment S5-5.

Comment S8-6

Please see response to Comment S5-6.

Comment S8-7

Please see response to Comment S5-7.

Comment S8-8

Please see response to Comment S5-8.

Comment S8-9

Please see response to Comment S5-9.

Comment S8-10

Please see response to Comment S5-10.

Transcript prepared by SANDAG to document comments from Solana Beach City Council Meeting on February 27, 2008. The formal meeting minutes posted on the City of Solana Beach's website follows this transcript.

Mayor Kellejian

L1-1 Will the finalized monitoring and reporting program include who is going to pay for it?

Leslea – yes it would

L1-2 Will the comments from Jaffee and Surfrider be included in the responses?

Leslea – yes

Council Member Nichols

L1-3 In looking at the areas of study (aesthetics, air quality, etc.), when it comes to recreation he is concerned that surfing is the only impact that is addressed as having an impact. People dive, swim, walk on the beach and may be impacted by sand placement. Wants to make sure that if needed, these be included as part of the recreation.

L1-4 One of the alternatives for surfing is that surfers can go to another location, going to another location is not necessarily an acceptable answer and should probably be reworded. Makes it seem like surfer needs are not being addressed.

L1-5 It suggests that Fletcher Cove parking lot and the Distillery lot can be used for staging but what happens if it impacts parking and beach access. This should be addressed because there is no mention of parking being displaced or other problems associated with these lots being used.

L1-6 Any application that is applied for by a commercial dev. or individual would have to include a staging plan, monitoring plan, traffic plan, work hours, test results, etc. would be included. Is this included or would it be included in each case?

Leslea – it would be included for each case and the Council can review on a case by case basis

L1-7 Costs will be included at a later time

Leslea – yes

Response to comments from City of Solana Beach, City Council meeting

Comment L1-1

Each city will be responsible for finalizing and implementing a monitoring and reporting program, which would include the identification of financial responsibility.

Comment L1-2

The comment letter received from CalBeach Advocates/San Diego County Chapter of the Surfrider Foundation (Jim Jaffee) is included in this document. Refer to comment letter O1.

Comment L1-3

Section XIV of the MND, documents that the beach fill sites are all currently used for various recreational purposes, including fishing, swimming, diving, surfing, and sunbathing. Although it notes that activities would not likely be available when nourishment is on-going, once the site is replenished, beach activities could resume and would be enhanced. The potential for change to surfing is evaluated in more detail because the potential is greater for off-shore sediment changes to affect surfing in the long-term.

Comment L1-4

Due to the abundance of high quality surfing sites nearby and the relatively low impact anticipated to surfing, short-term impacts would be less than significant. The program also includes a monitoring program to identify long-term potential effects to surf breaks. The purpose it to evaluate changes to surf breaks, particularly in the initial few years when various placement options and material types would first be attempted.

L1-8

Council Member Heebner

Why aren't we having a public hearing today and when will it occur?

Ott – Once the comments are received, the final document is approved.

Comment L1-5

It is not anticipated that beach access would be affected nor parking be displaced in the peak season since no placement would occur during June 1–September 14 high beach use season. The only possible exception would be if pure sand becomes available during high beach use season; however, parking would not be displaced. The city would be asked to determine in this rare scenario, whether to temporarily impact parking to facilitate placement of this excellent quality material.

Comment L1-6

The response imbedded in the comment is correct.

Comment L1-7

The response imbedded in the comment is correct.

Comment L1-8

A public hearing will be held to approve the Final MND.

The following are formal meeting minutes as posted on the City of Solana Beach's website (http://solanabeach.granicus.com/MinutesViewer.php?view_id=2&clip_id=511) with the applicable portions regarding the Opportunistic Beach Fill Program (Staff Report Item #8) reproduced for this Final MND.

SOLANA BEACH CITY COUNCIL
REDEVELOPMENT AGENCY AND PUBLIC FINANCING AUTHORITY

JOINT **REGULAR** MEETING

MINUTES

WEDNESDAY, FEBRUARY 27, 2008
6:00 P.M.

CITY COUNCIL CHAMBERS
635 S. HIGHWAY 101,
SOLANA BEACH, CALIFORNIA

The City Council acts as the City of Solana Beach Redevelopment Agency and the Public Financing Authority.

STAFF REPORT:

8. Sand Compatibility and Opportunistic Use Program (SCOUP) Draft Initial Study/Mitigated Negative Declaration. (File 0740-80)

Recommendation: That the City Council

A. Receive the Staff Report and open the public hearing for the SCOUP project to receive comments from the public and agencies on the contents and findings of the Initial Study/Mitigated Negative Declaration.

Item 8 Report part 1 (click here)

Item 8 Report part 2 (click here)

Item 8 Report part 3 (click here)

The letter from CalBeach Advocates/San Diego County Chapter of the Surfrider Foundation is included in this Final MND as comment letter O1. Refer to L1-1 through L1-8 for a transcript of actual City Council comments.

Item 8 documents distributed after the agenda posting

Mayor Kellejian stated the the public comment period was from February 11, 2008 through March 12, 2008.

David Ott, City Manager, said that there would not be a decision tonight but this was the opportunity for public comment.

Mayor Kellejian recessed the meeting at 7:15 p.m. for a break and reconvened at 7:22 p.m.

Leslea Meyerhoff, consultant, presented a Powerpoint.

Council and staff discussed a communcation received from Jim Jaffe, who was an advisor with Surfrider, which would be included in the public comments submitted; confirmed that formal responses would be made for each comment submitted; Shelby Tucker at Sandag would coordinate this process; to consider reviewing the language regarding surfer locations; other recreations that would be affected would be swimmers and divers as well as some others; how the project may impact parking; and the application should include a traffic control plan.

Leslea Meyerhoff, consultant, said that these issues could be added as conditions of the project.

MOTION: Moved by Campbell and seconded by Nichols to receive report and incorporate all the Council's comments with the understanding that once the EIR review period is over that it will return to the City in a public hearing environment. **Motion carried unanimously.**

CalBeach Advocates/San Diego County Chapter of the Surfrider Foundation

738 Seabright Lane
Solana Beach, CA 92075

858 350-0895

February 20, 2008

Comments to SANDAG on Shoreline Strategy

Surfrider Foundation San Diego County Chapter and CalBeach Advocates submit these comments in the hope of better designing a sustainable shoreline strategy for San Diego. These comments are with respect to the Mitigated Negative Declaration and Initial Study for the Opportunistic Beach Fill Program in the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach.

O1-1 **Sand replenishment is an important component of shoreline strategy and is supported by Surfrider Foundation San Diego County Chapter and CalBeach Advocates. Also, the Solana Beach Master EIR says that, without sand replenishment sufficient to maintain a 200 ft wide beach, permanent sea walls will cause the beach to narrow by about 40 ft over the next century. The SANDAG Shoreline Erosion Strategy also suggests a 200ft wide beach is required to protect coastal bluffs from erosion. However, there is no known scientific basis for a feasible sand replenishment program to maintain a sandy beach of 200 ft width indefinitely and adequately mitigate seawall impacts along our coastline or to prevent coastal bluff retreat**

Mr. James Jaffee has reviewed the MND and the available literature on design of sand replenishment projects[1]. He presented this material at the "Headwaters To Oceans (H2O) Conference (Integrating Rivers, Wetlands, and Coastlines in an Urban Environment)", October 23-25, 2003 in Long Beach in the paper, "Passive Erosion Effects and Management Policy."

O1-2 He has concluded that the MND and Initial Study are insufficient in describing the project conditions. Building berms on beaches is not equivalent to building a beach of the same width. The reality is the sand redistributes due to gravity and wave forces. SANDAG should specify the expected project conditions after initial berm placement. A 100ft wide berm is not a 100 ft wide beach. It is not clear to a layperson viewing the MND

[1] Jim Jaffee is a member of the Oceanic Engineering Society of the Institute of Electrical and Electronics Engineers. He received his BSEE and MSEE from the University of Florida. He has presented invited papers at conferences of the California Shore and Beach Preservation Association. He is a member of the Environmental Issues Team of the Surfrider Foundation. He has been recognized as an expert on Coastal Erosion Issues by the California Courts.

Response to CalBeach Advocates/San Diego County Chapter of the Surfrider Foundation

Comment O1-1

The SANDAG Shoreline Preservation Strategy (SPS) calls for re-establishment of beaches wide enough to prevent/minimize damage from coastal storm wave conditions. That includes creation of beaches that are approximately 200 feet wide throughout the region where appropriate. When the SPS was prepared in 1993, the quantity of sand estimated to be required to accomplish this was up to 30 million cubic yards (cy), with annual maintenance of up to 300,000 cy. These quantities may be higher in 2008. This type of large-scale nourishment requires many years to accomplish due to cost and logistical constraints. In addition, the denuded condition of this coast has led to long-term exposure of rocky substrate that may have been previously buried and has more recently become constrained sensitive reef habitat. Therefore, accomplishment of SANDAG's objectives will take a relatively long time and will have to be done sensitively to the environment, with the 2001 Regional Beach Sand Project serving as the first pilot project. The Opportunistic Beach Fill Programs analyzed in this CEQA document are intended to serve to incrementally offset the existing deficit in the littoral cell sediment budget on a relatively small scale, using materials that would otherwise be placed in landfills rather than accomplishing the goals of establishing a 200-foot-wide beach or mitigating the effects of seawalls. The comment does not apply to this project.

Comment O1-2

The comment is correct that sand placed during construction will disperse and form an equilibrium beach profile resulting in a beach planform that is narrower than the initial placement configuration. The MND text has been clarified.

O1-3 His review of the literature shows there is no definitive study on the volume of sand required to nourish Solana Beach on a continual basis. The Solana Beach MEIR suggests in two places, Page 2-27 and Appendix D, that a nourishment project of a 12 foot high berm building a 200 ft wide beach would necessarily mitigate the impacts of seawalls. There was no scientific support other than to suggest the SANDAG nourishment project of 2001 met these criteria. Mr. Jaffee's summary of his calculations of the MEIR's nourishment estimates are contained in Figure 1 of the Appendix.

O1-4 Mr. Jaffee also reviewed the Army Corps of Engineers Coastal Engineering Manual[2] procedures for designing beach nourishment projects. He prepared a worksheet utilizing these procedures to calculate the sand volume required for nourishment. These calculations are contained in Figure 2 of the Appendix. These volume calculations only address cross-shore transport, specifically the transport invoked by gravity and wave energy forces perpendicular to shore. His calculations are calculated for two cases, specifically a 10 meter depth of closure, as suggested by the Navy Sand Project EAS, and a 12.8 meter depth of closure, which equates to the 100-year storm event. Neglected are the forces of littoral drift caused by shore parallel wave forces and sea level rise.

Table 1 summarizes his calculations of the sand volume estimates and nourishment costs using the Army Corps of Engineers procedures versus the MEIR/SANDAG approach:

[2] Quoting from the Coastal Engineering Manual http://www.wes.army.mil/export/home/http/htdocs/chlc/Part-I-Chap-1.pdf "The Coastal Engineering Manual (CEM) assembles in a single source the current state-of-the-art in coastal engineering to provide appropriate guidance for application of techniques and methods to the solution of most coastal engineering problems. The CEM provides a standard for the formulation, design, and expected performance of a broad variety of coastal projects." The section of the manual I use in this study can be found at: http://bigfoot.wes.army.mil/Part_III-Chap_3.pdf

Comment O1-3

The project addressed in this MND does not propose to widen the beach by 200 feet or mitigate the effects of seawalls. Comments on the Solana Beach Master EIR are not applicable. The comment does not apply to this project.

Comment O1-4

The project addressed in this MND is an opportunistic beach fill program using surplus sandy upland material to incrementally offset the documented sediment budget. It is not a beach nourishment project specifically designed to widen the beach.

O1-4 (continued)

Table 1 Calculations of Sand nourishment Initial Costs. Costs only consider cross-shore transport. They neglect littoral drift forces which would substantially raise costs. Also neglected is loss to diffusion offshore. Note that the initial cost of sand replenishment in the MEIR is only $7.2 million, a vast understatement compared to the ACOE recommended calculations.

Case	Coastal Engineering Manual 10 m Depth of Closure	Coastal Engineering Manual 12.8 m Depth of Closure	MEIR ESTIMATES
Depth of closure ACOE Estimate is 10m	10m	12.8m	Not specified
Sand Volume Required (million m3)	13.89	30.97	0.560
Shore Platform Depth at profile terminus (m)	21.45	29.4	Not specified
Initial cost in millions at $10/m3	$138.9	$301	$7.2

Table 1 shows that the MEIR understates sand nourishment costs by a factor of 20-40 in comparison to calculations using the Army Corps of Engineers procedures. Additionally, littoral drift is neglected in these calculations. This would only exacerbate the underestimation.

O1-5

As a secondary check of his calculations, Figure 3 in the Appendix shows a calculation of an equilibrium profile from Dr. Douglas Inman's: "Modeling the Future of Sand Beaches", "Headwaters To Oceans (H2O) Conference (Integrating Rivers, Wetlands, and Coastlines in an Urban Environment)", October 23-25, 2003. Note that this profile is the bar-berm profile[3] while the Coastal Engineering Manual only uses the equilibrium beach profile. Table 2 summarizes the results again, by comparing the MEIR/SANDAG approach to the approaches used in the Coastal Engineering Manual and in Dr. Inman's work. Table shows that the MEIR/SANDAG strategy vastly underestimates the sand volume required to create a stable profile compared to the approaches used in the Coastal Engineering Manual or Dr. Inman's work. Also, note that Dr. Inman's work neglects the added volume SANDAG requires to maintain a safe buffer of 200 feet to cliffs or shoreline structures.

Table 2 Comparison of MEIR/SANDAG to Coastal Engineering Manual to Inman Bar Berm

Technique	Volume per meter of Beach	Notes

[3] Douglas L. Inman, M. Hany Elwany, and Scott A. Jenkins. "Shorerise and Bar-Berm Profiles on Ocean Beaches". Journal of Geophysical Research, C, Oceans, vol.98, no.10, pp.18,181-18,199, 15 Oct 1993. also, http://repositories.cdlib.org/sio/cmg/11

Comment O1-5

Refer to response to Comment O1-4.

O1-5 (continued)

	(m^3/m)	
Inman Bar Berm Profile	1,890	Assumes 5m wave at 12s with a berm but no added beach width
Jaffee Coastal Engineering Manual Equilibrium Beach Profile	5,749	Assumes 10m Depth of Closure and 200 ft wide beach with 10 ft berm
Jaffee Coastal Engineering Manual Equilibrium Beach Profile	12,820	Assumes 5.9m wave at 22sec Depth of Closure 12.8m and 200 ft wide beach with 10 ft berm
Solana Beach MEIR based on SANDAG Strategy	187	Assumes 200 ft wide beach with 10 ft berm

O1-6

In sum, the MEIR/SANDAG shoreline preservation strategy relies on sand replenishment and retention to mitigate the adverse impacts of seawalls and to protect cliffs or bluffs from erosion. However, there is no scientific or economic basis for assuming that such a sand replenishment program is feasible.

Sincerely,

Jim Jaffee
Vice President
CalBeach Advocates
Advisor to San Diego County Chapter of the Surfrider Foundation

Comment O1-6

Refer to response to Comment O1-4.

Appendix

Figure 1. Summary of estimates of sand required for initial nourishment as interpreted in the MEIR:

200 ft Beach Design width yards	66.66667	**Suggested Design Per Page 2-27 of MEIR**	
1.5 miles Beach Length yards	2640	Berm Height = 12ft/3 (yds)	4
		Berm Width = 100ft/3 (yds)	33.33333333
		Berm Slope Length = 135ft/3 (yds)	45
		Sand Volume per yard of nourished Beach = Area of Berm + Area of 10:1 slope Berm face (yd^3/yd)	223.3333333
		Total Nourished Volume = Sand Volume per yard * Length	589600
		Cost	$ 5,901,664.00

Back Calculating Costs per Appendix D of MEIR	
Per MEIR Initial Nourishment cost	$ 7,200,000.00
Per MEIR Initial Nourishment minus 23% overhead	$ 5,663,666.64
Nourished Volume of sand (yd^3) =Initial_Cost/$/$ per yd^3	7.32E+05
Sand volume per yard of nourished beach (yd^3/yd) = Nourished Volume/Length	2.77E+02
Initial Berm height if all sand placed in 200 ft wide berm	4.16E+00

Figure 1 MEIR Sand Calculation Summary yields 732,000 cubic yards or 560,000 cubic meters. Normalizing this to fill per unit area yields 232 m^3/m of beach.

Beach Fill Calculation after Dean and per Coastal Engineering Manual. They use the Equilibrium Beach Profile (EBP) approach to calculate required beach fill.

See http://bigfoot.wes.army.mil/Part_III-Chap_3.pdf

page 35 of the PDF. They point out the divergence or as they call it non-intersecting profiles. This is the same case as we have in Solana Beach as will be shown below.

Length of Solana Beach is 1.7 miles, however, the northern 0.2 miles is not slated to be nourished per the MEIR due to sensitive habitat. Therefore we convert 1.5 miles to meters

$$L_{sb} := 1.5 \cdot 5280 \cdot \frac{12}{39.34}$$

$$L_{sb} = 2.416 \times 10^3$$

Get Beach Profile Parameter for EBP. Use value for median grain size of 0.2mm. This was what was used in SANDAG dredging project in Solana Beach.

$$A_D := 0.09$$

Function for EBP. The function assumes a beach width of 65m followed by a EBP. The 65m width is what has been estimated is required to protect the back of the beach from storm waves.

$$h_{EBP}(y) := \begin{cases} 0 & \text{if } y < 65 \\ \left[-A_D \cdot (y-65)^{\frac{2}{3}}\right] & \text{otherwise} \end{cases}$$

Solana Beach is characterized by a wave cut platform with a slope of 60:1. The nourished EBP will be placed over this profile.

$$h_{PL}(y) := \frac{-y}{60}$$

The filled volume is found by integrating the difference of the EBP to the wave cut platform profile. The integration limits are from the 0 mark of the EBP to the EBP y value of thedepth of closura(ydoc). The calculated depth of closure for a 100 year storm wave event of 5.9m at 22 sec is 12.8m. The EAS for the Navy dredging uses 10m, so we will calculate with both limits. We must also multiply by the length of the fill

$$h_{EBP}(1761) = -12.8 \qquad h_{EBP}(1240) = -10.022$$

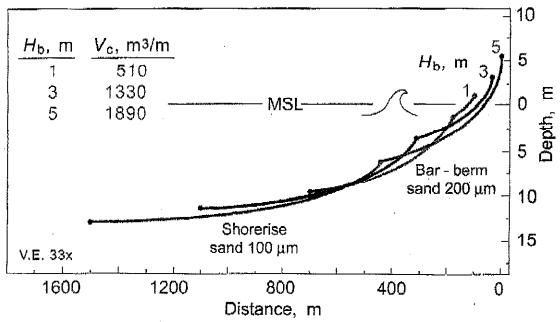
$$Fill(ydoc) := L_{sb} \cdot \int_0^{ydoc} h_{EBP}(y) - h_{PL}(y)\, dy$$

$$Volume_{12p8} := Fill(1761) \qquad Volume_{10} := Fill(1240)$$

$$Volume_{12p8} = 3.097 \times 10^7 \qquad Volume_{10} = 1.389 \times 10^7$$ Required Fill in cubic meters

$$Area_{12p8} := \frac{Fill(1761)}{L_{sb}} \qquad Area_{10} := \frac{Fill(1240)}{L_{sb}} \qquad Area_{12p8} = 1.282 \times 10^4 \qquad Area_{10} = 5.748 \times 10^3$$

Figure 2 Worksheet utilizing the Army Corps of Engineers Coastal Engineering Manual's prescribed methodology to assess required nourishment volume:



Equilibrium beach profiles for 12 s waves and rms breaker height H_b. V_c is the critical volume of sand required for equilibrium.

Figure 3 Inman, Modeling the Future of Sand Beaches H20 Conference 2003:

Comment offered by Audubon Society (Jim Peugh) as received by SANDAG via voice mail on April 2, 2008 and transcribed by Shelby Tucker, SANDAG staff.

O2-1 Document doesn't talk about foraging value on the beach, needs to be some temporal mitigation for the fact that when you put new sand on the beaches it will be awhile before the invertebrates are there so that both fish and birds can start foraging. I think you address snowy plover nesting but you didn't talk anything about snowy plover or any other kind of shore birds loss of foraging value b/c the food is buried under sand and will take awhile to recover.

Response to Audubon Society comment provided to SANDAG via voice message

Comment O2-1

The MND does discuss and address the foraging value of the beach and sets temporal and spatial restrictions on each operation to remain as sensitive as possible. Table 1 is a matrix of project restrictions developed specifically for the period between the months of March 1 and May 31 (e.g., period of invertebrate recruitment to beaches) to address foraging issues for the Snowy Plover and other birds by minimizing impacts to the prey base of invertebrates in areas to be filled. The main restriction would only apply if sand exists on the beach at the time of placement to allow only up to 25,000 cy of sand per month (with a maximum placement of 14 working days/month) with a maximum fines percentage of 10% at a minimum distance of 150 ft. between any successive placements within this period. If the beach is cobble at the receiver site, then this restriction does not apply. The purpose of this restriction is to minimize the impact to invertebrate prey base at any location by limiting the fill footprints of disturbance, avoiding re-impacting the same area once it receives sand so recolonization is promoted during the prime invertebrate recruitment period, and further protecting invertebrate forage base by maintaining refuge areas between different fill locations. In addition, placement restrictions between June and September will minimize impacts to prey base development as the season progresses. Taken together this measure is designed to minimize both the temporal and spatial scales of impacts to shorebird prey base and foraging.

The Coronado site is restricted more than others because one site is within Snowy Plover critical habitat area. The details about temporal and spatial restrictions for sand placement at Coronado are provided in Table 5. The MND provides an analysis of potential impacts to bird foraging in Section VI (Biological Resources) and concludes that impacts to foraging birds would be less than significant with mitigation incorporated.

Final Initial Study / Mitigated Negative Declaration

SUBJECT: Opportunistic Beach Fill Program in the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach. The placement of opportunistic sand on selected beach areas in the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach. Applicants: The cities of Encinitas, Solana Beach, Coronado, and Imperial Beach are co-lead agencies for the purpose of preparing the environmental document within these jurisdictions.

I. PROJECT DESCRIPTION: See attached Initial Study.

II. ENVIRONMENTAL SETTING: See attached Initial Study.

III. DETERMINATION:

The cities of Encinitas, Solana Beach, Coronado, and Imperial Beach conducted an Initial Study, which determined that the proposed project could have a significant environmental effect in the area of biological resources. Specific mitigation is identified in Section V of this Mitigated Negative Declaration to reduce these potential impacts to less than significant levels. The project avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report will not be required.

City Contacts: The following is a list of persons at each of the participating cities that may be contacted for more information regarding this environmental document.

City of Encinitas	Scott Vurbeff	(760) 633-2692
City of Solana Beach	Leslea Meyerhoff	(858) 720-2446
City of Coronado	Tony Pena	(619) 522-7326
City of Imperial Beach	Greg Wade	(619) 628-1354

IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

V. MONITORING AND REPORTING PROGRAM AND MITIGATION MEASURES:

The opportunistic beach nourishment program evaluated in this document assumes implementation, by each of the four cities as applicable in their jurisdiction, of the statewide umbrella plan known as Sand Compatibility and Opportunistic Use Program (SCOUP). The SCOUP plan identifies a program of monitoring, both for data collection over time. Generally, the monitoring program would be implemented for tracking purposes and to prevent potentially adverse impacts to most biological resources, and

water quality. The monitoring program also requires beach profiles to track sand movement before and after new nourishment events. Those overall monitoring requirements are summarized in the table below and described in detail in Section I. Monitoring will be implemented by each of the four cities as opportunistic projects are performed. The SCOUP plan also recommends reporting and provides a sample reporting template that may be modified by each city as appropriate.

Project design features are also defined to address truck operations and other operational procedures to avoid impacts (e.g., specific haul routes, traffic control plan). These design features are equally applicable to each jurisdiction and are included in the table with monitoring requirements. The design features are discussed in more detail in Section I.

There are still potentially significant impacts to biological resources that require mitigation measures to reduce potentially significant impacts to below a level of significance. Given the unique resources of each city, significant impacts vary and the mitigation measures are not identical. Therefore a Mitigation, Monitoring and Reporting Program (MMRP) for each jurisdiction is provided following the overall monitoring/design features table.

Summary of Project Design Features and Monitoring Actions Consistent with SCOUP Plan Applicable to All Four Jurisdictions

Activity	Timing	Responsible / Implementing Party	Reporting
Beach Profiles	Pre-construction Baseline Monitoring: Between 1 year and 30 days prior to project Post-construction Monitoring: Immediately after completion Post-project Monitoring: Over 1 year following construction with surveys at 6 months after and 1 year after construction	City via Consultant	Data collection only for tracking purposes
Surfing Conditions	Pre-construction Baseline Monitoring: ½ month prior, 3 times per week over 14 days Post-construction Monitoring: 1 month after, 3 times per week over 14 days	City	Data collection only for tracking purposes
Turbidity	Construction Monitoring: Daily during construction from a high vantage point on land	City	As outlined in the SCOUP Plan, if monitoring indicates excessive turbidity (greater than ambient beyond one-half mile offshore at or downcoast of the placement site) for a prolonged period, assumed

Activity	Timing	Responsible / Implementing Party	Reporting
			to be five days, then placement should halted or be modified to reduce turbidity as determined by the project engineer, regulatory staff, and city.
Sediment Gradation	Pre-construction Baseline Monitoring: Establish baseline Post-project Monitoring: 2 transects in wave wash zone during low tide approximately 0.5 mile apart between mean low and high tide during post-project and during Year 3 with pre-construction baseline established for all sites	City	Document transects and submit letter prior to placement to resource agencies regarding results and methods.
Traffic	During construction: • Implement a traffic control plan; • A flag man shall keep pedestrians a safe distance from the truck, notify beach users of the presence of the truck, and ensure that a clear and safe path is maintained. This system would be codified in the traffic control plan required to be prepared for each project site; • Public streets used as the haul route shall be cleaned via street-sweeper as necessary; and • Trucks shall only use haul routes approved by the city and shall be specified in the traffic control plan required to be prepared for each receiver site.	Contractor	City to confirm implementation by Contractor
Grunion Presence / Absence Surveys	Pre-construction Baseline Monitoring: If habitat is suitable and a project is scheduled between March 1 and September 15, then 2 to 3 weeks prior to construction before and/or during predicted grunion run closest to project initiation	City	If monitoring results are positive, then potential impacts require mitigation.

Activity	Timing	Responsible / Implementing Party	Reporting
	Construction Monitoring: If construction is scheduled between March 1 and September 15, then every 2 weeks during spawning season. Monitoring is dictated by tides and lunar cycle		
Threatened and Endangered Species	If sand placement to occur during California least tern breeding season from April 1 to September 15, then coordinate with USFWS and monitor during construction.	City	City - Monitoring may include observations of timing of nesting activity and the extent of turbidity plumes outside the surf zone where water transparency is reduced to less than 3 feet.
Hazards and Hazardous Materials	Pre-construction: Applicable Stormwater Management Plan (SWMP) or Stormwater Pollution and Prevention Plan (SWPPP) or Spill Prevention, Containment and Countermeasures Plan (SPCCP) shall be prepared for construction job that is source of material.	Contractor	Contractor

City of Encinitas
Mitigation, Monitoring and Reporting Program

Potential Impact	Mitigation Measure	Timing	Responsible / Implementing Party	Reporting
Biological Resources – If grunion are confirmed in project area, sand placement could impact this managed species.	If grunion are found to occur within the project area, then: • the location of the grunion would be mapped and number present would be estimated (e.g., by Walker Scale), • the monitor would communicate monitoring results to the resource agencies the day following the survey and agree upon an action, • If the number is substantial, then placement would be modified to either adjust the footprint upshore or downshore, or redirect all sand placement above the spring high tide line, • If the number were not substantial, then the activity may proceed.	During Construction (only during breeding season of March 1 to September 15)	City	City to provide monitoring results and action agreed upon in concert with the resource agencies in a report at the conclusion of sand placement for each breeding season.

City of Solana Beach
Mitigation, Monitoring and Reporting Program

Potential Impact	Mitigation Measure	Timing	Responsible / Implementing Party	Reporting
Biological Resources – If grunion are confirmed in project area, sand placement could impact this managed species.	If grunion are found to occur within the project area, then: • the location of the grunion would be mapped and number present would be estimated (e.g., by Walker Scale), • the monitor would communicate monitoring results to the resource agencies the day following the survey and agree upon an action, • If the number is substantial, then placement would be modified to either adjust the footprint upshore or downshore, or redirect all sand placement above the spring high tide line, • If the number were not substantial, then the activity may proceed.	During Construction (only during breeding season of March 1 to September 15)	City	City to provide monitoring results and action agreed upon in concert with the resource agencies in a report at the conclusion of sand placement for each breeding season.

City of Coronado
Mitigation, Monitoring and Reporting Program

Potential Impact	Mitigation Measure	Timing	Responsible / Implementing Party	Reporting
Biological Resources – If grunion are confirmed in project area, sand placement could impact this managed species.	If grunion are found to occur within the project area, then: • the location of the grunion would be mapped and number present would be estimated (e.g., by Walker Scale), • the monitor would communicate monitoring results to the resource agencies the day following the survey and agree upon an action, • If the number is substantial, then placement would be modified to either adjust the footprint upshore or downshore, or redirect all sand placement above the spring high tide line, • If the number were not	During Construction (only during breeding season of March 1 to Sept. 15)	City	City to provide monitoring results and action agreed upon in concert with the resource agencies in a report at the conclusion of sand placement for each breeding season.

Potential Impact	Mitigation Measure	Timing	Responsible / Implementing Party	Reporting
	substantial, then the activity may proceed.			
Nearshore Sensitive Resources	Divers to determine the presence or absence of Pismo clams.	Pre-construction Baseline Monitoring: Up to 30 days prior to project – Pismo clams	City	If present, then boundaries of receiver site would be adjusted.
Western Snowy Plover - disturbance to nests, chicks, or foraging snowy plovers in critical habitat	Construction monitoring will be conducted by a qualified biologist with the authority to halt or redirect activities to avoid impacts to nests or chicks and minimize disturbance to foraging snowy plovers. 1. A minimum 300-ft buffer will be maintained between snowy plover nest sites and sand placement locations. 2. Placement operations will be limited within a 1,000-ft beach length either with berm or surf zone placement (i.e., operations limited to no more than 20% of the wide beach area) during a discrete placement event to minimize disturbance to foraging birds. If wintering bird use is concentrated at the North Beach berm fill site, construction will be limited to surf zone placement. Surf zone placement boundaries will be adjusted, as necessary, to minimize disturbance to snowy plovers. 3. Access corridors will be used to confine movement of vehicles cross-shore to a single-point, 50-ft corridor, longshore movement of vehicles will be on wet sand, and otherwise confined to the sand placement location to minimize disturbance to snowy plovers. 4. Beach berm or surf zone placement locations will be separated by at least 150-ft spacing between discrete placement events between March 1 and May 31 to minimize impacts to intertidal forage prey of snowy plovers and other	Pre-construction Baseline Monitoring: A pre-construction survey by a qualified biologist will be conducted within two weeks of sand placement in the critical habitat area of the project site (North Reach) to verify no snowy plover nest sites are within 300 ft of placement if scheduled during the breeding season (March 1 to September 15) or to document wintering birds if placement is scheduled outside the breeding season. If nest sites are absent and/or no wintering birds are present, no additional monitoring will be required during construction. If nest sites or wintering birds are present, monitoring and additional protective measures will be implemented during construction, as outlined below. Construction Monitoring: If nest sites or wintering birds are present during pre-construction monitoring, then construction monitoring will be conducted by a qualified biologist with the authority to halt or redirect activities to avoid	City	Results of the pre-construction survey will be transmitted by the City to the USFWS and USACE. If monitoring is necessary during construction, a final report shall document all actions undertaken during the breeding season.

Potential Impact	Mitigation Measure	Timing	Responsible / Implementing Party	Reporting
	shorebirds. 5. Removal and/or covering of tide-cast vegetation with sand will not extend beyond the sand placement location during construction to minimize potential disturbance to snowy plover forage.	impacts to nests or chicks and minimize disturbance to foraging snowy plovers.		

City of Imperial Beach
Mitigation, Monitoring and Reporting Program

Potential Impact	Mitigation Measure	Timing	Responsible / Implementing Party	Reporting
Biological Resources – If grunion are confirmed in project area, sand placement could impact this managed species.	If grunion are found to occur within the project area, then: • the location of the grunion would be mapped and number present would be estimated (e.g., by Walker Scale), • the monitor would communicate monitoring results to the resource agencies the day following the survey and agree upon an action, • If the number is substantial, then placement would be modified to either adjust the footprint upshore or downshore, or redirect all sand placement above the spring high tide line, • If the number were not substantial, then the activity may proceed.	During Construction (only during breeding season of March 1 to Sept. 15)	City	City to provide monitoring results and action agreed upon in concert with the resource agencies in a report at the conclusion of sand placement for each breeding season.
Nearshore Sensitive Resources	Divers to determine the presence or absence of Pismo clams.	Pre-construction Baseline Monitoring: Up to 30 days prior to project – Pismo clams	City	If present, then boundaries of receiver site would be adjusted.

VI. RESULTS OF PUBLIC REVIEW:

( ) No comments were received during the public input period.

( ) Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.

(x) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Mitigated Negative Declaration and any Initial Study material are available in the office of the City of Encinitas Engineering Services Department for review, or for purchase at the cost of reproduction.

City of Encinitas

City of Solana Beach

City of Coronado

City of Imperial Beach

02/08/2008
Date of Draft Report

05/12/2008
Date of Final Report

FINAL INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

SUBJECT: Opportunistic Beach Fill Program in the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach. The placement of opportunistic sand on selected beach areas in the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach. Applicants: The cities of Encinitas, Solana Beach, Coronado, and Imperial Beach are co-lead agencies for the purpose of preparing the environmental document within these jurisdictions.

I. PURPOSE AND MAIN FEATURES:

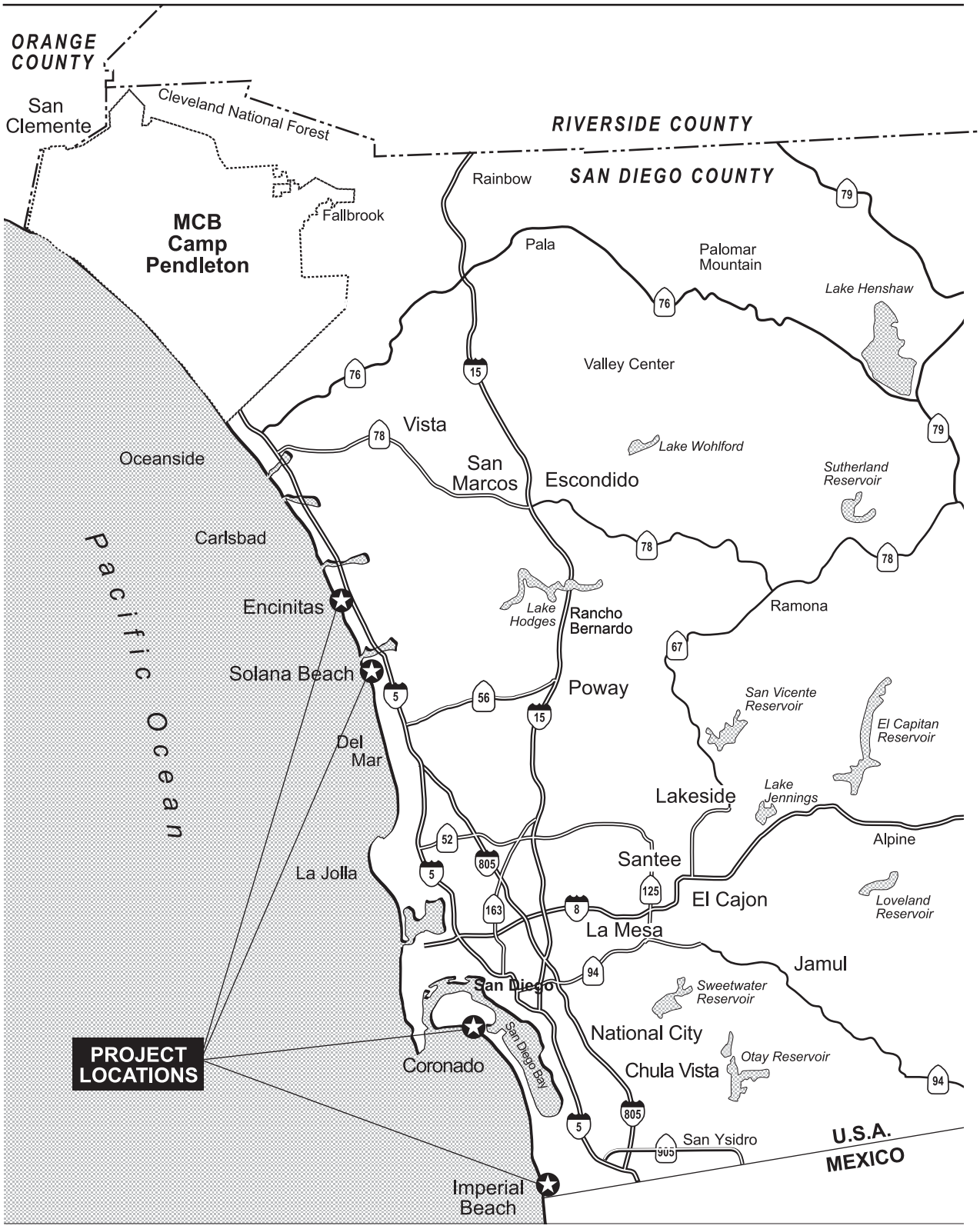
Beach nourishment provides shoreline protection, erosion control, recreational benefits, and habitat enhancement. The purpose of the project is to capitalize on opportunities to obtain beach-quality sand from construction, development, or dredging projects in the region when it becomes available. Approval of the CEQA document and subsequent receipt of permits would allow quick and efficient placement of material as it comes available in the next five years provided it meets the criteria identified in the Sand Compatibility and Opportunistic Use Program (SCOUP). Applications for associated permits would be resubmitted in order to extend beyond the five years. This efficiency makes opportunistic material a viable sand source. The project would be implemented at sites in specific beach locations in the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach (Figure 1). Each site would be monitored over time so that the program may be modified as needed, with agency consent, to maintain minimal environmental impacts (maximum environmental sensitivity) while maximizing nourishment of the littoral zone.

Background

The San Diego Association of Governments (SANDAG) currently supports the California Department of Boating and Waterways and the California Sediment Management Workgroup (CSMW) in development of the California Coastal Sediment Management Master Plan (Sediment Master Plan).[1] One of the goals of the Sediment Master Plan and related studies is to develop a process that helps to manage sand on a regional and/or littoral cell basis.[2] The intent of this program is to establish a process whereby opportunistic material with both optimum and less-than-optimum sand can be evaluated for compatibility and placed on a predetermined beach receiver site under a 5-year program as part of sediment management. Appropriate environmental clearance and permits would be prepared in advance so that when materials become available, there is minimal delay in placement.

[1] Information about the CSMW and Sediment Master Plan can be found at http://dbw.ca.gov/csmw/sedimentmasterplan.htm.

[2] A littoral cell is defined as a reach of shoreline in which all sediment transport processes are related. In theory, it has zero alongshore sediment flow past its updrift and downdrift boundaries. It may contain several sand sources and sinks (Kamphuis 2000).



NORTH

No Scale

CALIF

PROJECT LOCATION

Figure 1
Regional Location Map

Similar programs have been, and are being established elsewhere in California. Jurisdictions implementing opportunistic programs include the cities of San Clemente, Oceanside, and Carlsbad. A joint opportunistic beach fill program effort also occurred along the south-central coast (Santa Barbara and Ventura counties). A Final MND for the San Clemente Beach Replenishment Program was approved by the City of San Clemente in December 2002 and an MND was approved by the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) joint powers agency for the Santa Barbara/Ventura County project in 2001. The City of Oceanside approved the Final MND for the SCOUP Pilot Project Site in December 2007. A joint Environmental Assessment/MND for the Carlsbad Opportunistic Program was issued for public review in January 2006 and approved by the Planning Commission in May 2006. Additionally, the U.S. Army Corps of Engineers (ACOE) Los Angeles District issued a Public Notice in November 2004 regarding the issuance of a Regional General Permit (RGP) for streamlining beach nourishment activities in Los Angeles. The MND for the ACOE RGP was finalized in early 2006. All of these documents have been referenced in the preparation of the MND for this project.

SANDAG and the CSMW sponsored and managed preparation of the SCOUP for statewide implementation with a pilot project within the San Diego region (http://dbw.ca.gov/CSMW/PDF/Final_SCOUP_Master_Plan.pdf). SCOUP as been implemented in six steps as follows:

1. Establish a process for use of optimum[3] and less-than-optimum[4] sand-size material;
2. Establish a method to characterize beach and source sand for compatibility;
3. Identify economically feasible source areas;
4. Identify appropriate receiver sites and, if appropriate, storage sites;
5. Identify appropriate placement techniques; and
6. Complete CEQA/NEPA compliance for the pilot project.

All these steps have been completed and are documented in the SCOUP Plan (Moffatt & Nichol 2006). The Oceanside littoral cell was identified in the SCOUP Plan as a case study site for steps 4 through 6. Oceanside adopted an MND for a pilot project site within that jurisdiction; however, no opportunistic beach nourishment has yet occurred at this location. Currently the City of Oceanside is in the process of securing permits to implement their first project in 2008.

Five additional receiver sites for opportunistic sand have been identified as appropriate receiver sites in San Diego County, located within the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach (Figure 1). This MND would serve to accomplish step 6 for these locations. Permits must be obtained prior to implementation and the cities of Encinitas, Solana Beach,

[3] Optimum beach fill material is material that is compatible with the dry beach portion of the beach profile. The fines fraction of the grain size of this material can be within 10 percent of that of the existing dry beach sediments, which typically range from 0 percent to 5 percent fines. Therefore, optimum beach fill material may in some cases contain up to 15 percent fines.

[4] Less-than-optimum beach fill material is material that is not compatible with the dry beach, but is compatible with material within the nearshore portion of the receiver site. The fines fraction should be within 10 percent of that of the existing nearshore sediments that exist along a profile. Typically, the percent fines of the nearshore portion of a beach profile in California can range from 5 percent to 35 percent fines. Therefore, less-than-optimum beach fill material may contain between 15 percent and 45 percent fines in some cases.

Coronado, and Imperial Beach would be responsible for pursuing the permits associated with the receiver sites.

SANDAG previously implemented the Regional Beach Sand Project (RBSP) in spring and summer of 2001. That project placed over 2 million cubic yards (cy) of clean beach-quality sand on 12 beach receiver sites from Oceanside to Imperial Beach. Sand was dredged from five offshore borrow sites. The dredged material was piped onshore and earthmoving equipment was used to spread the sand on the beach. While the dredged material varied by borrow site, all was good-quality beach sand with typically about 10 percent fines, and up to 15 percent fines in some pockets.

The potential environmental effects of the RBSP were evaluated in the Final Environmental Impact Report/Environmental Assessment (EIR/EA) for the San Diego Regional Beach Sand Project (SANDAG and U.S. Department of the Navy 2000). The EIR/EA concluded that the project would not have any significant effects on the environment, but SANDAG was committed to both a short-term (construction) and long-term (5-year) monitoring program to verify that conclusion, as well as to provide additional data regarding actual beach nourishment sand transport compared to coastal engineering models. Monitoring was performed during construction for turbidity, spawning grunion, and underwater archaeology resources and no adverse construction impacts to these resources were identified. Post-construction monitoring of lagoons and off-shore biological resources (kelp, rocky intertidal habitat, and subtidal habitat) continued through 2006. Annual monitoring reports are available at: www.sandag.org/shoreline and have concluded that no adverse impacts have occurred. Overall, there were no long-term impacts; however there were some short-term impacts that were considered reversible. Additionally, this monitoring has provided extensive information about marine resources and sand transport.

Supplementary monitoring at specific locations was sponsored by individual jurisdictions. The City of Encinitas sponsored biological monitoring at six locations: three that received sand as part of the RBSP and three that did not. The monitoring occurred for 3 years after sand placement. Overall, monitoring found an improvement in biological resource use of beach habitat at receiver sites (SAIC 2005).

Three of the five proposed opportunistic beach receiver sites have the same or similar sand placement boundaries as the sites utilized in the RBSP. However, the Coronado site was not a recipient of material from that project, and was not addressed in the RBSP EIR/EA. In addition, Imperial Beach received beach nourishment in 2005 from dredging activities for a different project. All proposed sites would have different source(s) for sand, potentially different sand characteristics, and different methods of transport as compared to the RBSP. This proposed project is consistent with the SCOUP Plan. The following discussion provides details about the proposed opportunistic study sites.

Project Characteristics

SANDAG data related to sand transport, nearshore resources, and project monitoring results were utilized to proactively design opportunistic projects within each jurisdiction that would be

most environmentally sensitive, and not cause significant environmental impacts. For each location, the known offshore resources (e.g., reefs) and the results of prior beach nourishment projects were used to define the maximum quantity of sand, the placement location, and appropriate range of percent fines, thereby avoiding impacts to offshore environmental resources, and other resources such as air quality, traffic, noise, recreation, etc. at that location. The effort was collaborative and iterative among environmental scientists, coastal engineers, marine biologists, and local agency staff.

The following section provides project details for each of the receiver sites regarding (1) sand quantities and qualities, (2) beach fill design, and (3) haul routes, stockpile locations (if applicable), and operations. Table 1 is a summary of the project components for each of the receiver sites and includes the relationship to the RSBP. This is followed by a description of the monitoring program commitments (4) to be implemented during the 5-year period covered by this project. During this time period, monitoring results would be used to further refine and optimize the program as appropriate and necessary.

(1) Sand Quantities and Qualities

Evaluating opportunistic sources to determine if they are appropriate for beach nourishment is a process based upon sediment characterization and comparison protocols. Sand material is anticipated to be from local contributions, that is, using surplus sand from upland construction, development, or dredging projects and placing it at specified beach locations to supplement ongoing beach nourishment activities in the region. Typical sources would be relatively small construction projects which may produce 2,000 to 50,000 cy of sand. Each city would require sampling of the material and would analyze it prior to placing it on the beach. Chemical and grain size testing would be required of all sources. Any sample not meeting these predetermined standards would be rejected. Criteria for determining suitable beach sand include that the material:

- Cannot be suspected of containing hazardous chemicals based on EPA Tier I or II assessment;
- Must be free of trash and debris based on visual inspection;
- Must reasonably match the color of natural beach sand after exposure to the marine environment;
- Must be less than 10 percent manufactured sand;
- Must be a minimum of 75 percent sand, optimally 80 percent sand or greater and with a percent sand content within 10 percent of the grain size envelope of the beach profile; and
- Must not form a hardpan after placement.

The rate of sand placement on the beach is also proposed to replicate nature as closely as possible. Coastal watersheds naturally yield sediment from rain runoff in the wet season and the coastal zone is acclimated to this seasonal turbidity pattern. Natural sediment delivery to the coast occurs during the wet season (fall and winter); therefore, the majority of the beach fill volume is proposed to occur in the fall and winter seasons - September through May, or Labor Day to Memorial Day. This time period is also referred to as “low beach use season” because it has less human usage compared to summer months.

Table 1
Project Summary

Receiver Site (north to south)	Beach Fill Design	Amount of Sand (cy) Per Year & Truck Trips	Percent Fines	Season and Duration	Staging Area / Haul Route(s)	Ingress / Egress	Source / Stockpile Location
City of Encinitas							
Moonlight Beach – South of A Street to North of D Street, approx. 1,100 feet (Same footprint as RBSP)	Beach Berm: create an approximate 180-foot berm with a 20:1 slope approximately 50 to 500 feet offshore with a finished surface elevation of +12 feet MLLW Below MHTL: 3- to 4-foot-high mound placed near the +1 foot MLLW approximately 300 to 350 feet offshore	Amount of Sand: up to 150,000 if 0 – 10% fines; up to 25,000 if 11 – 25% fines (Received 154,000 in RBSP at 4% fines) # of Truck Trips: 10,714 for 150,000 cu. yd.	25% fines or less	September 15 – February 28: unrestricted if <10% fines, up to 25,000 cy if 11% – 25% fines. March 1 – May 31* June 1 – September 14: no placement to avoid high beach use season Placement Monday – Friday during typical construction hours (7:00 a.m. to dusk), no holidays or weekends.	Staging Area: In Moonlight Beach parking lot and near restrooms; Park-n-Ride lot (Caltrans was supportive but would require an encroachment permit – City would submit permit application as projects come up) but would only be available from 9:00 a.m. to 3:30 p.m. Monday - Friday Haul Route(s): I-5, Coast Highway 101, Encinitas Boulevard	Ingress: Moonlight Beach public access from western terminus of Encinitas Boulevard (B Street) Egress: Either loop back and exit via Encinitas Boulevard.	Source: Local contribution; possibly including material in Saxony detention basin Stockpile: City's Public Works facility on Calle Magdalena is a potential site
Batiquitos – South of Batiquitos Lagoon inlet, approx. 750 feet long (Same footprint as RBSP)	Beach Berm: create an approximate 350-foot berm with a 10:1 slope approximately 350 feet offshore with a finished surface elevation of +12 feet MLLW Below MHTL: 3- to 4-foot-high mound placed near the +1 foot MLLW approximately 450 to 525 feet offshore	Amount of Sand: up to 120,000 if 0 – 10% fines; up to 25,000 if 11 – 25% fines (Received 117,000 in RBSP at 4% fines) # of Truck Trips: 8,571 for 120,000 cu. yd.	25% fines or less	September 15 – February 28: unrestricted if <10% fines, up to 25,000 cy if 11% – 25% fines. March 1 – May 31* June 1 – September 14: no placement to avoid high beach use season Placement Monday – Friday during typical construction hours (7:00 a.m. to dusk), no holidays or weekends.	Staging Area: None available at the Batiquitos site; Park-n-Ride lot (Caltrans was supportive but would require an encroachment permit – City would submit permit application as projects come up) but would only be available from 9:00 a.m. to 3:30 p.m. Monday - Friday Haul Route(s): I-5, La Coasta Avenue, Poinsettia Avenue, Carlsbad Boulevard	Ingress: South of Batiquitos inlet from Carlsbad Boulevard Egress: Either loop back and exit to Carlsbad Boulevard.	Source: Local contribution; possibly including material in Saxony detention basin Stockpile: City's Public Works facility on Calle Magdalena is a potential site
City of Solana Beach							
From Fletcher Cove south within RBSP footprint (RBSP footprint was from Fletcher Cove south approximately 1,900 feet)	Beach Berm: create an approximate 100-foot berm with a 10:1 slope approximately 50 to 250 feet offshore with a finished surface elevation of +9 feet MLLW Below MHTL: 3- to 4-foot-high mound placed near the +2 foot MLLW approximately 200 to 275 feet offshore	Amount of Sand: up to 150,000 if 0 – 10% fines; up to 25,000 if 11 – 25% fines (Received 146,000 in RBSP at 4% fines) # of Truck Trips: 10,714 for 150,000 cu. yd.	Up to 25% maximum for small projects; 10% or less for large projects within same footprint as RBSP with monitoring; additional monitoring with 11% to 25% fines	September 15 – February 28: unrestricted if <10% fines, up to 25,000 cy if 11% – 25% fines. March 1 – May 31* June 1 – September 14: no placement to avoid high beach use season unless only pure sand Placement Monday – Friday; 9am – 2pm; Potential night time construction 7pm – 5am, no holidays or weekends.	Staging Area: Parking lot at Fletcher Cove and Distillery parking lot across from Fletcher Cove along Sierra Avenue Haul Route(s): Lomas Santa Fe Drive, Coast Highway 101, and possibly Via de la Valle per discussions with the City of Del Mar and the City of San Diego	Ingress: Concrete ramp at Fletcher Cove Egress: Concrete ramp at Fletcher Cove	Source: Local contribution Stockpile: None.
City of Coronado							
Between NAS North Island and Naval Amphibious Base; North Beach portion from NAS North Island south approximately 1,000 feet south available in high beach season (No RBSP site in Coronado)	Beach Berm: create an approximate 200-foot berm with a 20:1 slope approximately 500 to 900 feet offshore with a finished surface elevation of +10 feet MLLW Below MHTL: 2- to 3-foot-high mound placed near the +2 foot MLLW approximately 850 to 875 feet offshore	Amount of Sand: 100,000 maximum; only 50,000 cy/yr at North Beach (No RBSP site in Coronado.) # of Truck Trips: 7,143 for 100,000 cu. yd.	Less than 5%; onsite screening and sanitize sand for North Beach; the Shores could receive up to 10% fines.	September 15 – February 28: unrestricted if <10% fines, 0 cy if 11% – 25% fines (City's choice). March 1 – May 31* June 1 – September 14: no placement except for backshore at North Beach . Placement Monday – Friday during typical construction hours (7:00 a.m. to dusk), no holidays or weekends.	Staging Area: None available Haul Route(s): Ocean Drive, Ocean Boulevard, Orange Avenue, Avenida del Sol, Avenida del Lunar.	Ingress / Egress: Ocean Drive, Avenida del Sol, and Avenida del Lunar; Ocean Place and Ocean Boulevard (bridge to Orange Avenue), or Third Street to Alameda Boulevard to Ocean Boulevard	Source: Local contribution – within the city boundaries; Navy (best source) Stockpile: None.
City of Imperial Beach							
Imperial Beach Boulevard to the southern end of Seacoast Drive; south of Admiralty Way allowed all year (RBSP site from Admiralty Way south approx. 2,300 feet)	Beach Berm: create an approximate 120-foot berm with a 20:1 slope approximately 50 to 375 feet offshore with a finished surface elevation of +10 feet MLLW Below MHTL: 2- to 3-foot-high mound placed near the +2 foot MLLW approximately 250 to 300 feet offshore Near-shore: -5 to -25 MLLW and approximately 252 feet to 2,000 feet offshore	Amount of Sand: 75,000 maximum per year, with 25,000 maximum per project (Received 120,000 in RBSP at 2% fines) # of Truck Trips: 5,357 for 75,000 cu. yd.	25% fines or less	September 15 – February 28: unrestricted if <10% fines, up to 25,000 cy if 11% – 25% fines. March 1 – May 31* June 1 – September 14: placement would require coordination with USFWS and may require least tern and snowy plover monitoring, and may require grunion monitoring if habitat suitable for spawning, Placement Monday – Friday during typical construction hours (7:00 a.m. to dusk), no holidays or weekends.	Staging Area(s): Trucks along Imperial Beach Boulevard north of Slough. Use 9th Street from north into the city. Equipment in Port of San Diego parking lots near Dahlia Avenue and Elkwood Avenue. Haul Route(s): Coronado Boulevard/ Imperial Beach Boulevard, 9th Street, Seacoast Drive along its entire length if needed; southern street ends.	Ingress: Admiralty Avenue, Descanso Avenue, Elm Avenue, and the south end of Seacoast Drive Egress: Descanso Avenue, southern end of Seacoast Drive (ingress/egress could reverse during low tide), and Descanso Avenue and Elm Avenue	Source: Local contribution Stockpile: None.

Notes:

- MHTL = Mean High Tide Line
- MLLW = Mean Low Low Water
- High beach use season is during the summer months from Memorial Day to Labor Day.
- Low beach use season is outside of the summer months from Labor Day to Memorial Day.

* March 1 – May 31: grunion monitoring may be required if habitat suitable for spawning; would allow up to 25,000cy per month (maximum placement of 14 days/month) with a maximum fines percentage of 10% at a minimum distance of 150 ft. between placements at sandy beaches only. This seasonal restriction would not apply at cobble beaches.

Placement of sand material would be limited at select receiver sites during the summer months (June through August, or Memorial Day through Labor Day) also referred to as the "high beach use season". This season between Memorial Day and Labor Day has the highest beach usage for recreation but is also the most active construction season. Restricting all sand placements to occur only outside of the high beach use season could result in substantial missed opportunities. All of the less-than-optimum sand would have to be placed in the fall/winter during the low beach season due to the anticipated turbidity plume to be generated. Some limited placement of optimum sand could occur during the high beach use season, depending on the jurisdiction.

In addition, there are particular allowances and seasonal restrictions for the beach fill sites during the spring for intertidal species and foraging birds. Table 2 summarizes all the allowances and restrictions throughout the year.

Table 2
Summary of Opportunistic Beach Nourishment Placement Allowances and Seasonal Restrictions

Design Characteristics	**Receiver Sites**				
	Encinitas *Moonlight*	**Encinitas *Batiquitos***	**Solana Beach**	**Coronado**	**Imperial Beach**
Method of Placement Allowed					
Receiver Site Length (approximate)	1,100 ft.	1,500 ft.	1,800 ft.	7,200 ft.	2,300 ft.
Beach Berm	Yes		Yes	Yes	Yes
Surf Zone	Yes		Yes	Yes	Yes
Nearshore	n/a		n/a	Yes, with pre-construction confirmation that no sensitive resources are present	Yes, with pre-construction confirmation that no sensitive resources are present
Maximum Quantities Allowed Given % Fines					
Maximum Annual Volume	150,000 cy	120,000 cy	150,000 cy	100,000 cy	75,000 cy
0 – 10%	150,000 cy	120,000 cy	150,000 cy	100,000 cy maximum and only 50,000 cy/yr at North Beach	75,000 maximum per year, with 25,000 maximum per project
11 – 25% Nearshore placement only	Up to 25,000 cy	Up to 25,000 cy	Up to 25,000 cy	n/a	
Timing and Duration for Placement					
Monday – Friday, no holidays or weekends	During typical construction hours (7:00 a.m. to dusk)		Between 9am – 2pm; Potential night time construction to 7pm – 5am	During typical construction hours (7:00 a.m. to dusk).	During typical construction hours (7:00 a.m. to dusk).
Seasonal Restrictions for Placement					
September 15 – February 28	< 10% fines = Unrestricted				
	11 – 25 %fines = up to 25,000 cy/fill event		11 – 25 %fines = up to 25,000 cy/yr	0 (city choice)	11 – 25 %fines = up to 25,000 cy/yr

Design Characteristics	Receiver Sites				
	Encinitas *Moonlight*	**Encinitas *Batiquitos***	**Solana Beach**	**Coronado**	**Imperial Beach**
March 1 – May 31	Grunion monitoring may be required if habitat suitable for spawning; would allow up to 25,000 cy/month (maximum placement of 14 days/month) with a 10 % fines maximum at a minimum distance of 150 ft. between placements at sandy beaches only. No restriction at cobble beaches.				
June 1 – September 14	No placement to avoid high beach use season.		No placement to avoid high beach use season unless pure sand (max. = 5,000 cy).	No placement except for backshore at North Beach only.	Placement would require coordination with USFWS and each project to send out notification; may require least tern and snowy plover monitoring, Pismo clams, and may require grunion monitoring if habitat suitable for spawning.

* Time period May 31- September 1 time restriction to only allow deposit on North Beach back beach area for the City of Coronado.

Note: As an example, with the above volume and fines restrictions, maximum offshore sedimentation of less than 0.5 inch (1.3 centimeters) would be expected on an annual basis within the nearshore portion of a beach profile directly offshore the receiver site, and would exponentially decrease with increasing distance down- and upcoast of each site. That number is calculated by assuming 25% fines within 25,000 cy equals 6,250 cy of fines annually. Assuming that volume of fines disperses over a 2,000 foot by 2,000 foot area (4,000,000 square foot or 92-acre area) directly off the placement site, the thickness of the deposit would be 0.5 inches (calculated by converting 6,250 cy to cubic feet and dividing by the area to get depth in feet; feet are then multiplied by 12 to get inches).

The following discussion addresses the maximum total of cubic yards per year (cy/yr) of material with a particular fines fraction that may be placed at each receiver site. The annual maximum quantity at each of the sites would be linked to the percentage of fine-grained particles (or fines) in the opportunistic material. That is, the greater the percentage of fines, the less material could be placed on a receiver site, thereby avoiding adverse sand deposition effects from the most fine-grained material moving offshore.

City of Encinitas

The project consists of placing opportunistic sand on two receiver sites, Moonlight Beach and just south of Batiquitos Lagoon (Figure 2). Up to a maximum total of 150,000 cy/yr of sand may be placed at the Moonlight Beach site for material with up to 10 percent fines (with monitoring requirements) and up to 25,000 cy/yr of sand with 11 – 25 percent fines. At the Batiquitos site, up to a maximum total of 120,000 cy/yr of sand may be placed for material up to 10 percent fines (with monitoring requirements) and up to 25,000 cy/per fill event of sand with 11 – 25 percent fines. These sites are the same locations that each received 104,000 cy and 117,000 cy of material in the RBSP, respectively.

Placement on sandy beaches during the period of March 1 to May 31 is restricted to minimize potentially significant impacts to invertebrate recruitment and grunion spawning. Specifically, up to 25,000 cy (with ≤ 10% fines) may be placed each month within this time period. Placement can only occur over periods of two weeks maximum per month at either site, but placement could alternate (e.g., 2 weeks at Moonlight, then 2 weeks at Batiquitos). Placement can also only occur over discreet areas of the beach rather than over the entire beach area. A different placement site would be used each event and have a

BATIQUITOS

MOONLIGHT BEACH

Source: Google Earth 2006

NORTH

No Scale

CALIF

PROJECT LOCATION

Figure 2
Project Locations
City of Encinitas

minimum spacing of 150 feet between placement sites, and located such that subsequent placements would not require vehicle disturbance of previously used sites. Since the City has identified two receiver sites, the two-week period for placement may alternate between the two receiver sites to allow for consecutive placement avoid losing any potential sand placement.

When opportunistic material is being placed on beaches characterized as cobble, these springtime restrictions would not be applicable because such beaches would not support grunion spawning or invertebrate recruitment. There would be no significant impacts to these species in the cobble habitat.

City staff has identified one source of opportunistic material that may be viable on a yearly basis. There is an existing 0.10 acre, concrete-lined, flood control detention basin on the west side of Saxony Road, approximately 0.5 mile south of La Costa Avenue as discussed under the section of "Haul Routes, Stockpiling, and Operations" and shown in Figure 17. It is approximately 40 feet wide by 80 feet long. This basin collects runoff for capture and deposition of sediment to control downstream water quality.

Basin sediments were analyzed for chemical and physical parameters (URS 2005). The analysis indicated that approximately one-half of the sediment in the basin would be suitable for beach replenishment. The tested material had fines ranging from 2.2 to 13.7 percent. Samples were tested for 17 types of metals. Of the 17, 10 were not detected. Of the remaining 7, none were at levels that would preclude material use for beach nourishment. Currently, the city cleans out this basin and deposits it in an upland landfill and typically hauls the sand material from this site between October and November. Under this project, the suitable portions of the material would instead be trucked to the beach receiver site. The annual quantity would vary depending upon rainfall and runoff amounts, but it is anticipated to be approximately 5,000 to 10,000 cy on average.

A potential stockpile location would be the City's Public Works facility located on Calle Magdalena. However, the City of Encinitas has not determined if this site would serve as a stockpile location. Projects currently being identified as potential sand sources include the Pacific Station and the Encinitas Resort Hotel. The Pacific Station proposes a three-story mixed use building with two levels of underground parking and a two-story restaurant building with an approximate 40,000 cy of potential sand. This proposed project is located at E Street and Coast Highway 101. The Encinitas Resort Hotel project would be located at the end of La Costa Boulevard and Coast Highway 101, near the Batiquitos receiver site, with an approximate 50,000 cy of potential sand. Additional potential sand sources are not specifically identified, but could include construction projects and dredging.

City of Solana Beach

The project consists of placing up to a maximum total of 150,000 cy/yr of sand at the Fletcher Cove site in Solana Beach for material 10 percent fines or less (Figure 3). This amount may also include a maximum total of 25,000 cy/per fill event sand material for 11 - 25 percent fines for nine months between September 15 to May 31. If more than one

Source: Google Earth 2006

NORTH

No Scale

CALIF

PROJECT LOCATION

Figure 3
Project Location
City of Solana Beach

project is occurring at the same time, or if multiple haul trucks from one project are contemplated to be simultaneously used, the City may restrict the hours from 9:00 a.m. to 2:00 p.m. In addition, the smaller the volume of opportunistic sand to be hauled and placed at the site would create more flexibility to implement work outside the construction hours from 9:00 a.m. to 2:00 p.m. There may be potential to utilize nighttime construction between the hours of 7:00 p.m. and 5:00 a.m. The RBSP footprint in Solana Beach included Fletcher Cove and extended south approximately 1,800 feet. The smaller opportunistic events could be placed anywhere within this footprint during the season from September 15 to February 28. The largest project currently identified in the City of Solana Beach which may contribute opportunistic sand material would be the planned underground parking garage at the Solana Beach North County Transit District Train Station. This could contribute as much as 40,000 to 65,000 cy to be constructed in two phases, with the first as early as 2008. Other, more typical projects would be underground parking for single family residences, multi-family complexes, or commercial projects. These projects could typically yield approximately 2,000 cy or less.

Placement during the period of March 1 to May 31 is restricted to minimize impacts to invertebrate recruitment and grunion spawning. Specifically, up to 25,000 cy (with ≤ 10% fines) may be placed each month within this time period. Placement can only occur over periods of two weeks maximum per month. Placement can also only occur over discreet areas of the beach rather than over the entire beach area. A different placement site would be used each event and have a minimum spacing of 150 feet between placement sites, and located such that subsequent placements would not require vehicle disturbance of previously used sites.

Placement during the period of June 1 to September 14 is also restricted to minimize impacts to invertebrates, grunion, and foraging birds as well as the high beach use season, unless it is only pure sand.

City of Coronado

The project consists of placing up to a maximum total of 100,000 cy/yr of sand in this jurisdiction for material of 10 percent or less fines, with 5% fines for North Beach and up to 10% fines for Coronado Shores (Figure 4). However, the largest project expected to occur would be 50,000 cy. The beach area in front of the high rise residential complex, known as the Coronado Shores, could receive up to 10 percent fines. Potential sand material would be from underground parking structures, or projects at the adjacent military base at NAS North Island. In addition, another large potential source of opportunistic sand is associated with the U.S. Navy warehouse located by the carrier piers and should the U.S. Navy move forward with this project, sampling and analysis for testing of the sediments for grain size and chemistry would be prepared to determine if the material is suitable for beach placement or not.

Placement during the period of March 1st to May 31st is restricted to minimize impacts to invertebrate recruitment and grunion spawning. Specifically, up to 25,000 cy (with ≤ 10% fines) may be placed each month within this time period. Placement can only occur over

Source: Google Earth 2006

Figure 4
Project Location
City of Coronado

periods of two weeks maximum per month. Placement can also only occur over discreet areas of the beach rather than over the entire beach area. A different placement site would be used each event and have a minimum spacing of 150 feet between placement sites, and located such that subsequent placements would not require vehicle disturbance of previously used sites. This measure will minimize impacts to invertebrate forage base used by shorebirds, including snowy plovers. Based upon communication with the U.S. Fish and Wildlife Service, sand replenishment activities would not take place on the Dog Beach portion of Coronado Beach during snowy plover breeding season as it is too close to plover nesting areas on the adjacent military base (A. Folarin, USFWS August 2007). Grunion and turbidity monitoring also are required to avoid significant impacts to grunion spawning and minimize impacts to California least tern foraging.

Placement during the period of June 1 to September 14 is also restricted to minimize impacts to invertebrates, grunion, and foraging birds (including snowy plover). Specifically, each placement can only occur up high on the back beach area in the vicinity of a large local depression on North Beach identified by City staff. No beach berm or surfzone placement can occur in the intertidal zone during the peak summer period.

Placement during September 15 to March 1 does not have restrictions since it is outside the breeding season of sensitive resources such as snowy plover and California least tern. However, monitoring and other protective measures are recommended to minimize disturbance to wintering snowy plovers.

City of Imperial Beach

The project consists of placing up to a maximum total of 75,000 cy/yr of sand material at the Imperial Beach site for fines up to 25 percent during the offseason. Each project would be limited to a maximum of 25,000 cy. The RBSP footprint was from Admiralty Way south approximately 2,300 feet. As part of that project, 120,000 cy were placed in this location (Figure 5).

Offseason placement is acceptable for the 11-25% fines, but this fines fraction is not acceptable during the summer season from March 1 to September 14 due to bird foraging. The fines fraction acceptable during the breeding season is 10% or less.

Placement during the period of March 1 to May 31 is restricted to minimize impacts to invertebrate recruitment and grunion spawning. Specifically, up to 25,000 cy (with ≤ 10% fines) may be placed each month within this time period. Placement can only occur over periods of two weeks maximum per month. Placement can also only occur over discreet areas of the beach rather than over the entire beach area. A different placement site would be used each event and have a minimum spacing of 150 feet between placement sites, and located such that subsequent placements would not require vehicle disturbance of previously used sites.

Placement during the period of June 1 to September 14 would only be allowed for the area south of Imperial Beach Boulevard with appropriate monitoring in coordination with

Source: Google Earth 2006

No Scale

Figure 5
Project Location
City of Imperial Beach

CDFG, NMFS, and the USFWS. The same placement restrictions as described above for the period between March 1 and May 31 that avoids repetitive placement in the same location also would apply to placement during June 1 and September 14.

Opportunistic sand sources would primarily be from construction projects within the city limits and the Tijuana River Estuarine Research Reserve. Some projects currently identified include a hotel and parking garage is proposed at 800 Seacoast Drive, between Date Avenue and Daisy Avenue, which would replace an existing hotel and may generate a moderate amount of material within the 5 year project lifespan. Under this scenario, approximately 15,000 cy would be graded for the parking garage, but would have to be tested to determine the amount of available potential beach nourishment material. The newer hotel would be sited as much as 40 feet back from the beach, thereby creating more space for a sandy beach area. There is another potential beachfront hotel development at Seacoast Drive and Imperial Beach Boulevard, which could provide a source for beach material. In addition, the Tijuana River Valley Debris and Sedimentation Detention Basins (Tijuana River Valley basins), Goat Canyon sediment basins would be potential sources for sand if deemed as opportunistic sand for placement. The Tijuana River Valley basins were recently created and are associated with the restoration efforts of the Tijuana Estuary. Clearing of these basins could yield sources of high-quality sand on a frequent basis and approximately 60,000 cy would potentially be captured in these basins. This material would only be utilized if chemical testing confirms it is not contaminated and the material meets other suitability criteria.

(2) Beach Fill Design

Each sandy beach site is restricted for placement between March 1 and May 31 to avoid potentially significant impacts to invertebrates and grunion. Cobbly beaches do not provide suitable habitat for grunion or invertebrate recruitment, so these restrictions do not apply. Placement must initially be placed farthest away from the access point. Subsequent placements must be spaced 150 feet apart, and placed farthest from the accessway first, then placed progressively closer to the accessway. Avoidance of repetitive placement in the same location would minimize interference with seasonal recruitment of beach invertebrate populations and would avoid direct impacts to invertebrates after they recruit to placement locations. A similar placement strategy also would be employed during June 1 and September 15 for those sites where placement may be permitted during that time with concurrence from the USFWS (e.g., Imperial Beach).

There are up to three possible beach fill design options in the four jurisdictions: (1) placement as a beach berm; (2) placement directly into the surf zone; or (3) nearshore placement. The berm option would only be used when there is beach quality sand that would visually blend in with the natural beach sand and would not form a hardpan. Once the fill material is placed on or near the receiver site, it would be redistributed by wave action and other natural forces. The initial placement size would be redistributed to reach an equilibrium that would vary at every place and every time. Thus, a 100-foot-wide berm would not translate to a 100-foot-wide finished beach. The long-term intent is to increase sediment delivery to the littoral cell as a whole and result in gradually widening beaches.

The three design options are described as follows:

Beach Berm

Beach fill may be placed as a layer over the existing beach as a berm. The berm would be a level surface extending a certain distance from the back of the beach towards the ocean, then sloping gradually into the water. The elevation, width, length, and slope of the berm would vary for each sand placement opportunity, depending upon the quantity of material to be placed and its qualities, as well as the condition of the beach at the time of material placement. This option is ideal for good quality material with good color and low fill content.

Surf Zone Placement

Beach fill may also be placed below the mean high tide line (MHTL) directly into the surf zone if the material is darker colored than the existing beach sand. This placement option could be utilized for receiver sites without rocky substrate with sensitive resources (e.g., surfgrass) in the surf zone. Sand would be delivered to the beach and carried by wheeled loaders to the water's edge, then pushed as far seaward as possible by bulldozers. At low tide, the material would be pushed as far seaward as possible and left in a long, linear dike parallel to the coast so that it would be reworked by waves during the following rising tide. Therefore, the sand would have to be placed in increments if the quantity to be placed exceeded the rate of daily reworking by waves. The darker-colored clays would be winnowed out of the material by waves and currents and carried offshore and sand would be left behind. Surf zone placement would likely be the design used most often for sand placement of opportunistic material given that it may be darker in color and have high fines content. Dimensions may vary depending on conditions at the time of construction, including time of year, quantity, and specific beach fill design.

Nearshore Placement

Sand may also be placed nearshore at appropriate beach locations. This placement option could be utilized for receiver sites without sensitive resources (e.g., Pismo clam beds, giant kelp beds, surfgrass beds, persistent reefs with sea fans, sea palms, dense understory kelp). Dimensions may also vary with this design option depending on conditions at the time of construction, including time of year, quantity, and beach fill design. This concept is similar to that used by the USACE in placement of less-than-optimum sands off of the Santa Ana Rivermouth in 1992, and for placement off of Bolsa Chica in 2005/2006. The nearshore placement would deposit a layer of sediment in the ocean at the end of a discharge line. The placement of sand would be located over a certain swath of the nearshore by moving the end of the line as the mound forms. It may initially be placed in water depths between -10 and -25 feet MLLW and reach a crest elevation of near -10 feet MLLW depending on quantities. The discharge line would be a small (8-12 inch diameter) flexible hose attached to a small pump on the beach. Less-than-optimum material would be trucked to the site, then mixed with seawater and sent in a slurry mixture via the pipe into the nearshore. Two small submersible pumps would be required: one to pump

seawater inland to a couple of portable hoppers or containers (like Baker tanks) on the beach and another in the hopper to pump the slurry to the ocean. Trucks would dump their loads into the water-filled hopper and leave. The pumps would be up to 50 horsepower diesel engines. Electric ones are suitable if connections are available. The pump would be placed in the hopper(s) by crane. The line from the ocean to the hopper with seawater would be 4 to 6 inches in diameter. The line from the hopper to ocean for the slurry would be 6 to 8 inches in diameter. The pump would operate at a small hole (5 to 10 feet deep) filled with ocean water. The pumps would be stationary, but the hoses would be flexible. While discharging, the hose head would be weighted to remain close to the bottom. This would help to reduce turbidity. The hose itself would be marked with floats to avoid navigational conflicts. In addition, a clear area would be required along the length of the hose to avoid damage.

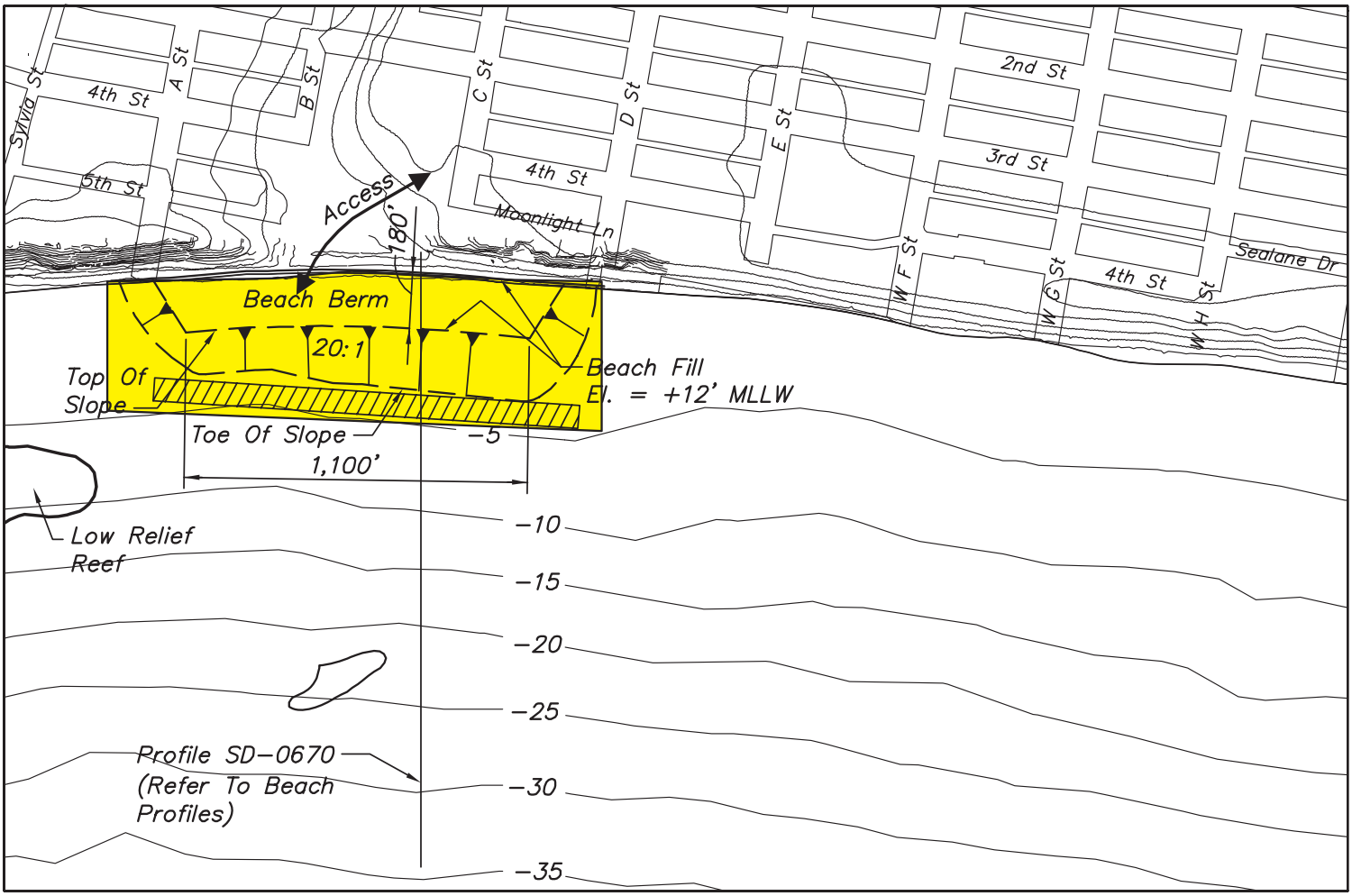
The following discussion includes descriptions of the beach fill designs with cross-section details for each of the receiver sites. These beach fill concepts are designed to minimize impacts to known adjacent resources.

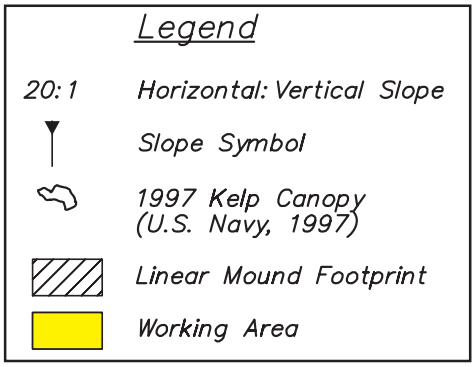
City of Encinitas

The two beach fill designs for the City of Encinitas project include beach berm and surf zone placement, although the City has noted that surf zone placement is most likely. The project footprint for the receiver site at Moonlight Beach is shown in Figure 6. The project footprint for the receiver site at Batiquitos is shown in Figure 7. These footprints would be identical to the footprint evaluated in the RBSP EIR/EA, with the exception of the Batiquitos site that is shortened by 50% to remain entirely within the City. Sand placement is proposed at Moonlight Beach over an area approximately 1,100 feet long from A Street to D Street. Sand placement is proposed at Batiquitos over an area approximately 750 feet long from the lagoon inlet south.

The cross-section views for these two options at Moonlight Beach are illustrated in Figure 8. The beach berm placement is proposed to be within a surface layer with a finished surface elevation of +12 feet MLLW and create 180-foot berm. This would occur approximately 50 to 500 feet offshore and generally slope towards the ocean at approximately 20:1 (horizontal:vertical). The maximum dimensions for surf zone placement below the MHTL would be a 3- to 4-foot-high mound placed near the +1 foot mean low low water (MLLW) topographic contour or lower, depending on conditions at the time of placement. It would likely extend along the length of the project site approximately 300 to 350 feet offshore.

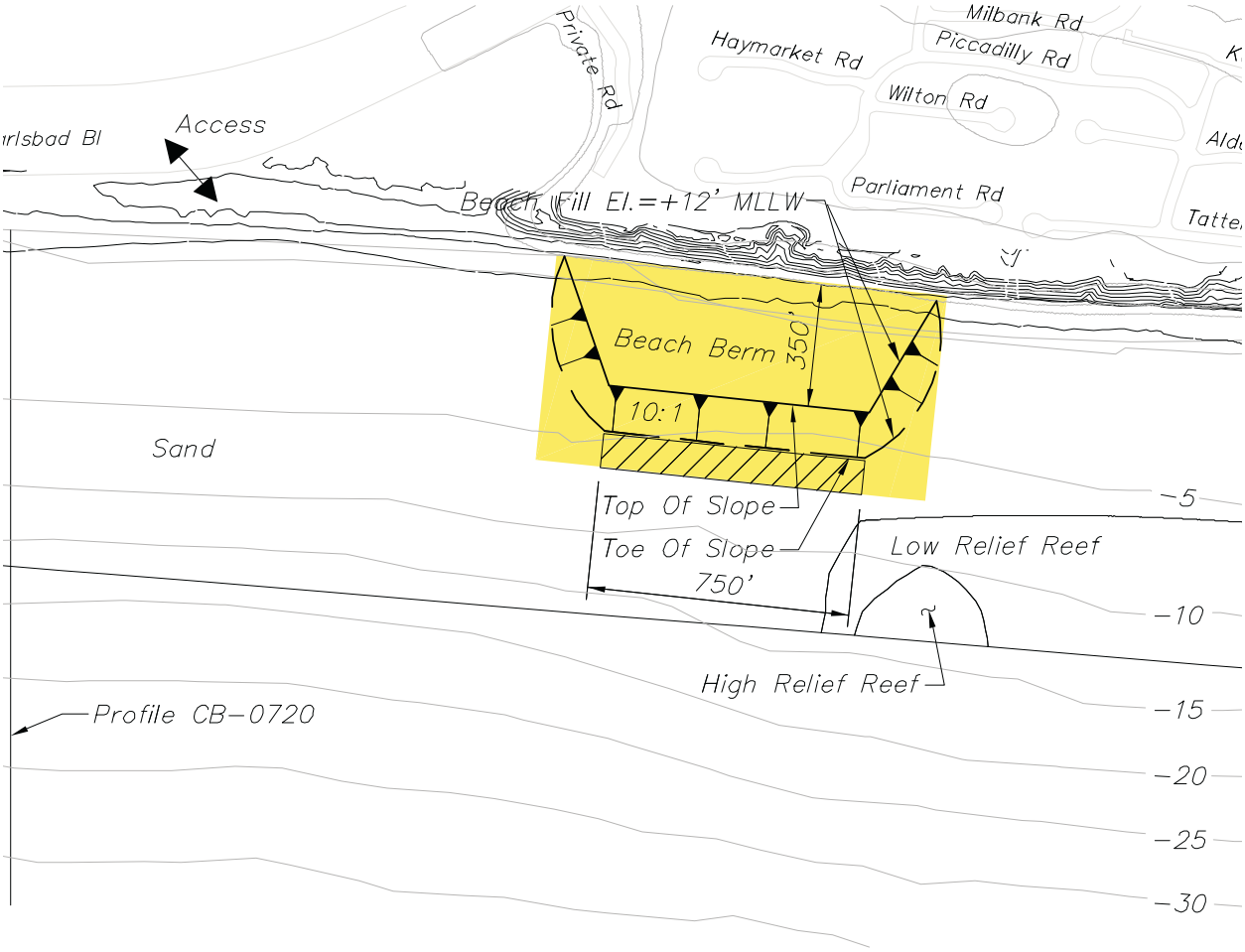
The cross-section views for these two options at Batiquitos are illustrated in Figure 9. The beach berm placement is proposed to be within a surface layer with a finished surface elevation of +12 feet MLLW and create 350-foot berm. This would occur approximately 350 feet offshore and generally slope towards the ocean at approximately 10:1 (horizontal:vertical). The maximum dimensions for surf zone placement below the MHTL would be a 3- to 4-foot-high mound and would likely extend along the length of the project site approximately 450 to 525 feet offshore.





Source: Moffatt & Nichol 2005

Figure 6
Project Footprint
Moonlight Beach, City of Encinitas



Legend

10:1 Horizontal: Vertical Slope

Slope Symbol

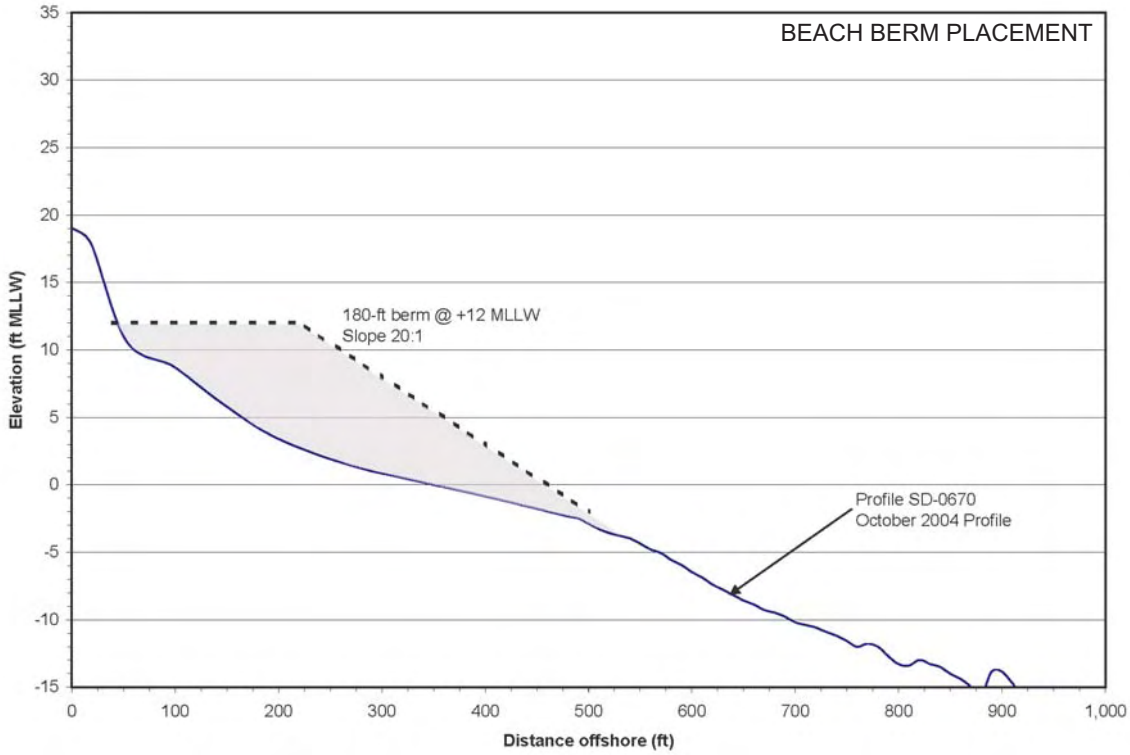
Linear Mound Footprint

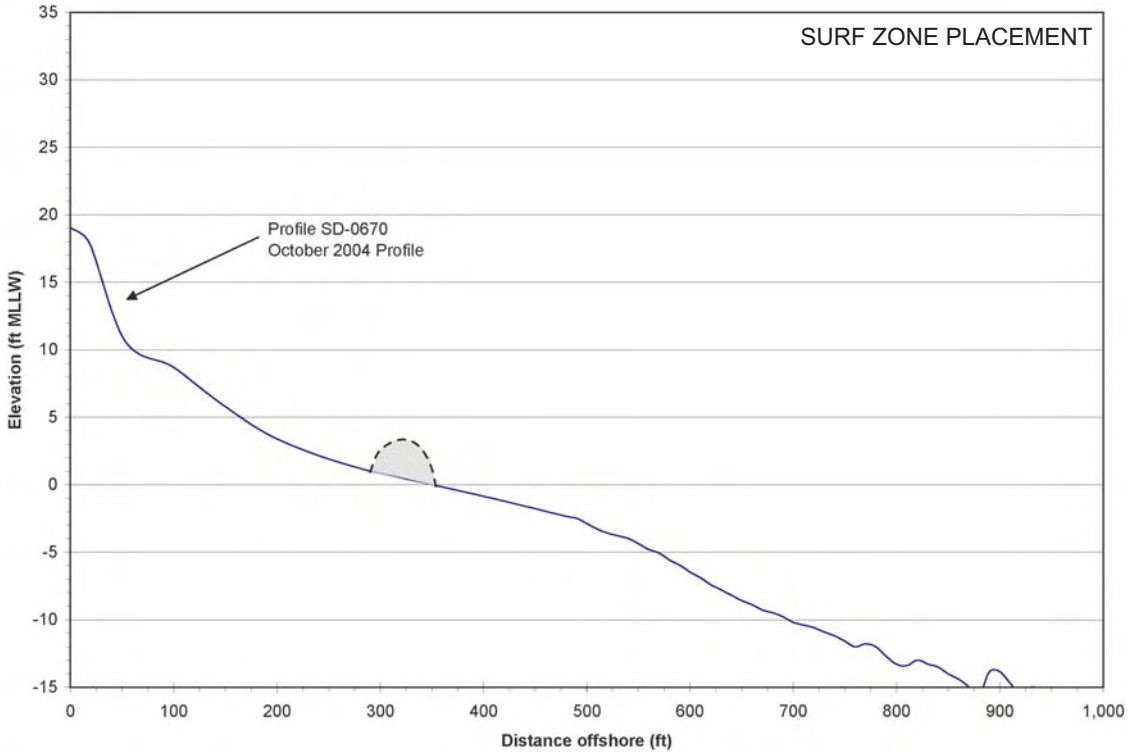
Working Area

Source: Moffatt & Nichol 2007

0 500 Feet

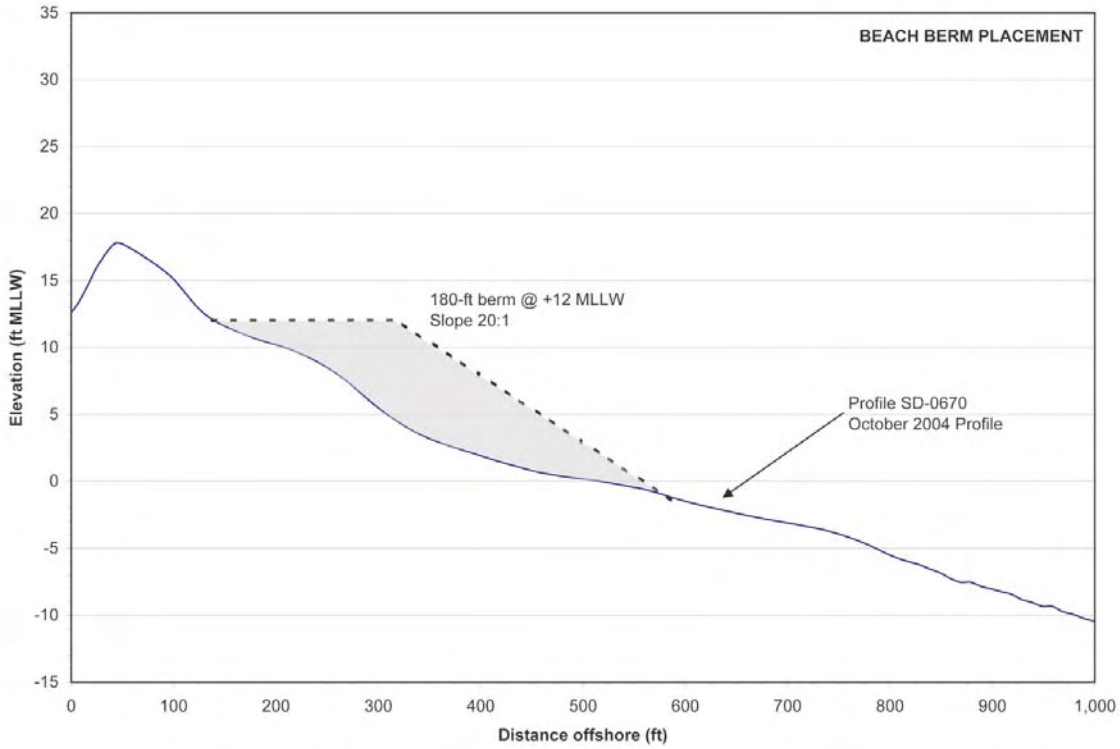
Figure 7
Project Footprint
Batiquitos, City of Encinitas

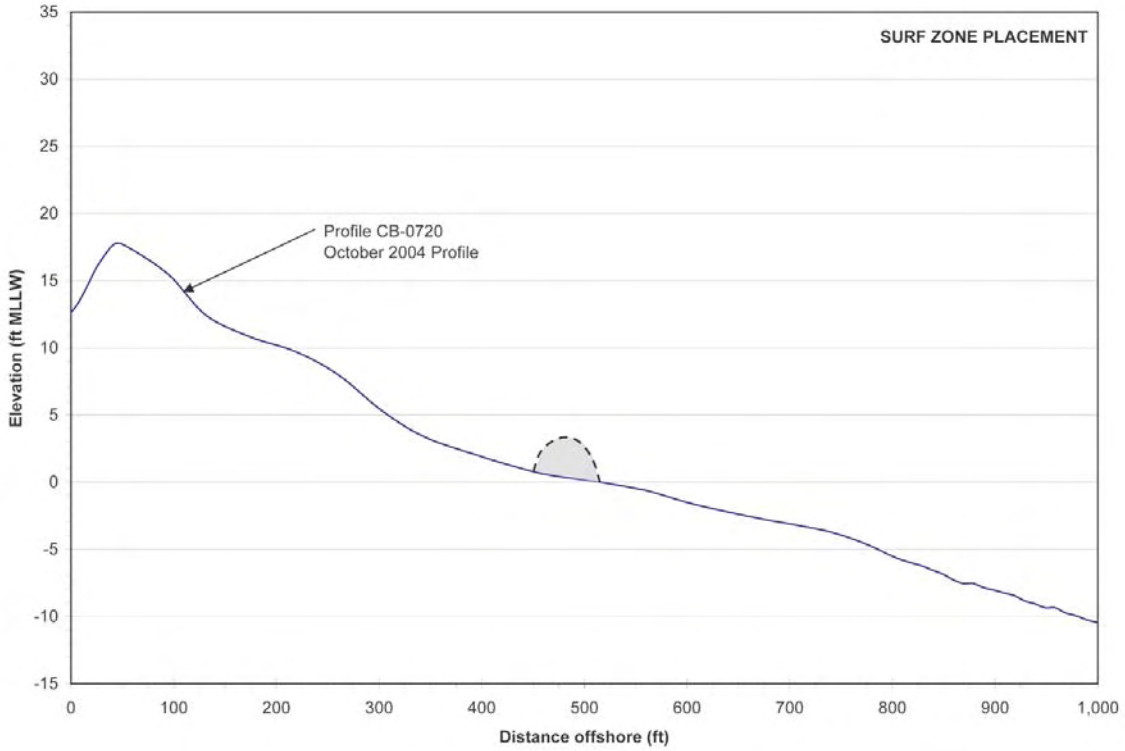




Source: Moffatt & Nichol 2005

Figure 8
Typical Cross-Sections
Moonlight Beach, City of Encinitas





Source: Moffatt & Nichol 2005

Figure 9
Typical Cross-Sections
Batiquitos, City of Encinitas

City of Solana Beach

The two beach fill designs for the City of Solana Beach project include beach berm and surf zone placement. The project footprint for the City of Solana Beach is shown in Figure 10 and sand placement is proposed within the former RBSP footprint south of Fletcher Cove. The RBSP footprint extended south from Fletcher Cove for a distance of approximately 1,900 feet.

The cross-section views for these two options are illustrated in Figure 11. The beach berm placement is proposed to be within a surface layer with a finished surface elevation of +9 feet MLLW and create a 100-foot berm. This would occur approximately 50 to 250 feet offshore and generally slope towards the ocean at approximately 10:1.

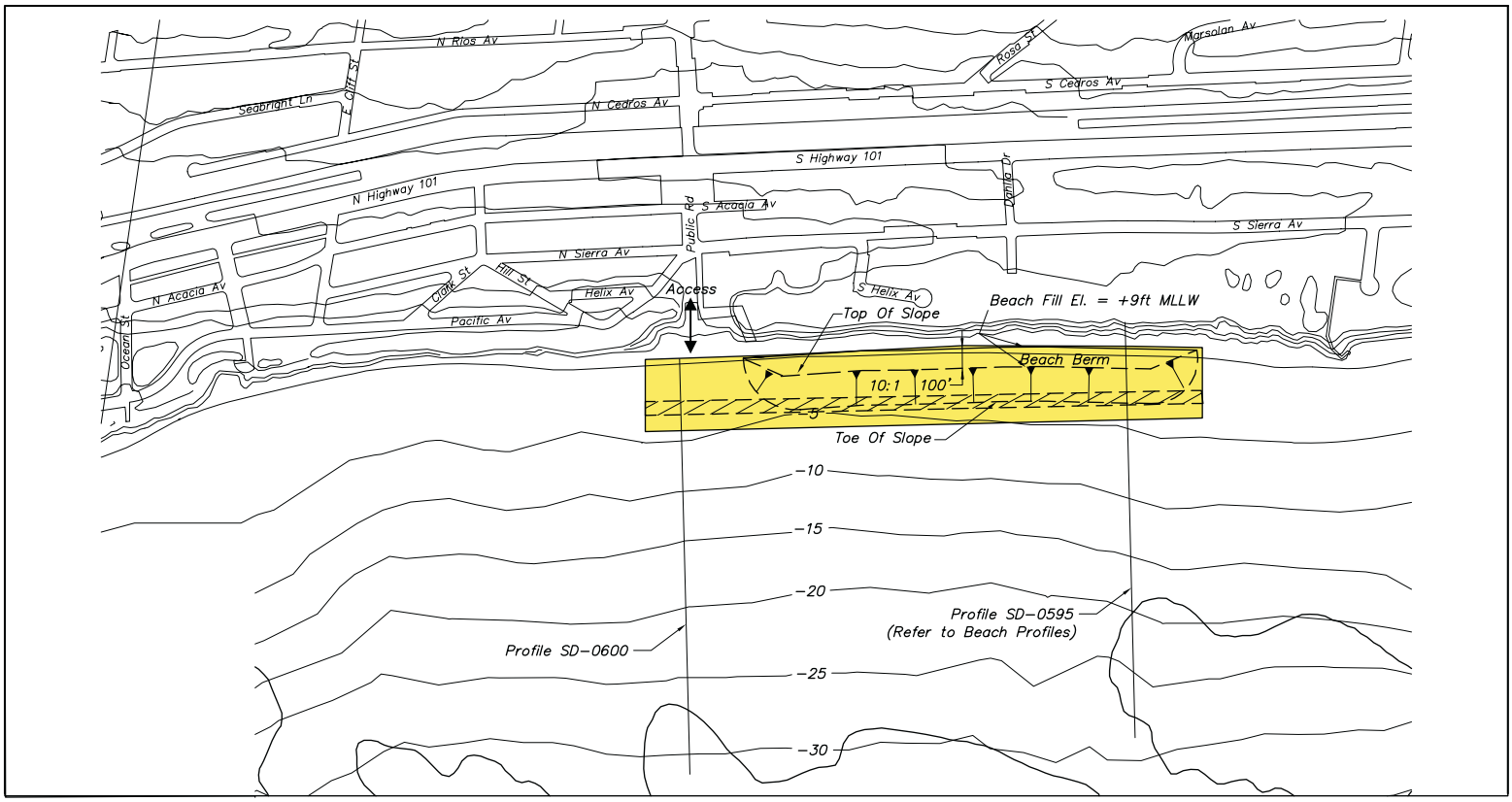
The maximum dimensions for surf zone placement would be a 3- to 4-foot-high mound placed near the +2 foot MLLW topographic contour or lower, depending on conditions at the time of placement. It would likely extend along the length of the project site approximately 200 to 275 feet offshore.

City of Coronado

The three beach fill designs for the City of Coronado project include beach berm (including on the high portion of the beach at North Beach), surf zone placement, and near-shore placement. The project footprint for the City of Coronado is shown in Figure 12. No footprint was evaluated for the City of Coronado in the RBSP EIR/EA. Two fill sites have been identified for use (North Reach, South Reach) if sand is placed as a beach berm on the upper beach with a 20:1 slope to the surf zone (Figure 2). The North Reach fill site may accommodate up to a maximum of 25,000 cy and the South Beach Reach fill site may accommodate up to a maximum of 50,000 cy during a single placement event. Smaller volumes of sand may be placed at the fill sites. Sand also may be placed in low mounds (2- to 3-foot) in the surf zone below the mean high tide line throughout the project site. For example, a 2,600-foot length of beach may accommodate approximately 5,000 to 6,000 cy of sand if placed as two-foot mounds in the surf zone (Lindquist 2007, personal communication).

The cross-section views for these three options are illustrated in Figure 13. The beach berm placement is proposed to be within a surface layer with a finished surface elevation of +10 feet MLLW and create 200-foot berm. This would occur approximately 500 to 950 feet offshore and generally slope towards the ocean at approximately 20:1 at two possible locations. This scenario also includes placing sand farther inland than the typical beach berm to fill a large local depression on the beach area of North Beach.

The maximum dimensions for surf zone placement would be a 2- to 3-foot-high mound placed near the +2 foot MLLW topographic contour or lower, depending on conditions at the time of placement. It would likely extend along the length of the project site approximately 850 to 875 feet offshore.



Legend

10:1 Horizontal: Vertical Slope

Slope Symbol

1997 Kelp Canopy (U.S. Navy, 1997)

Linear Mound Footprint

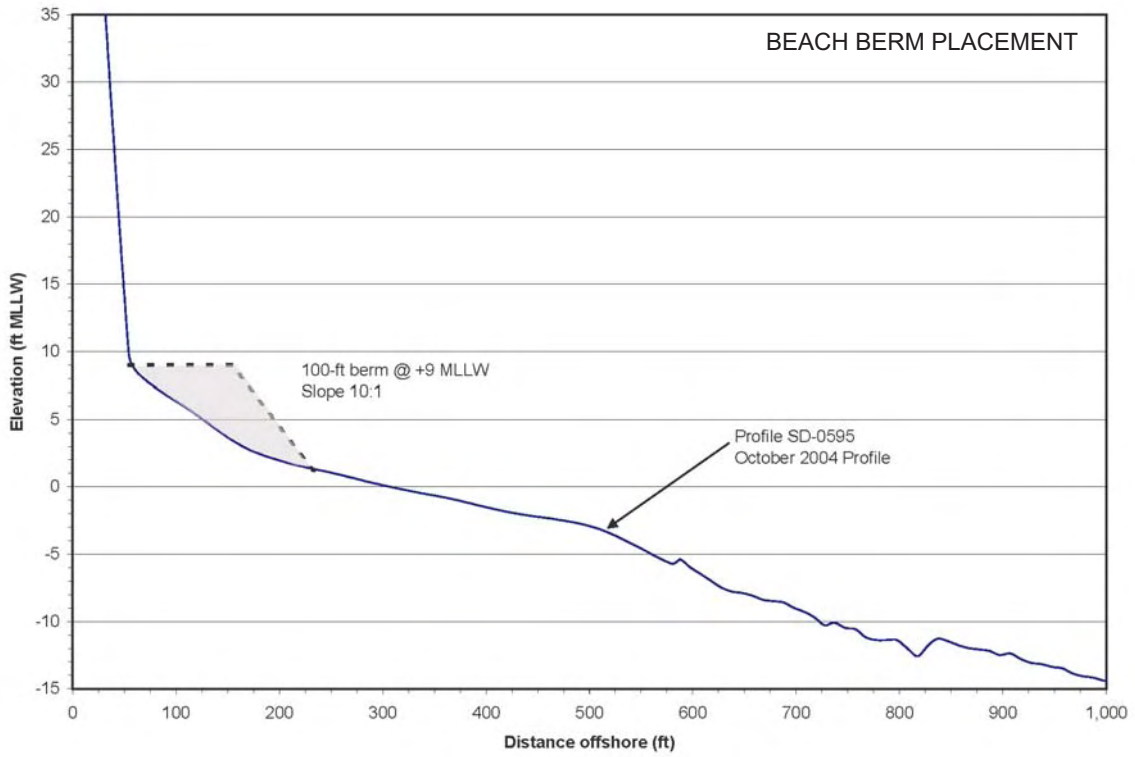
Working Area

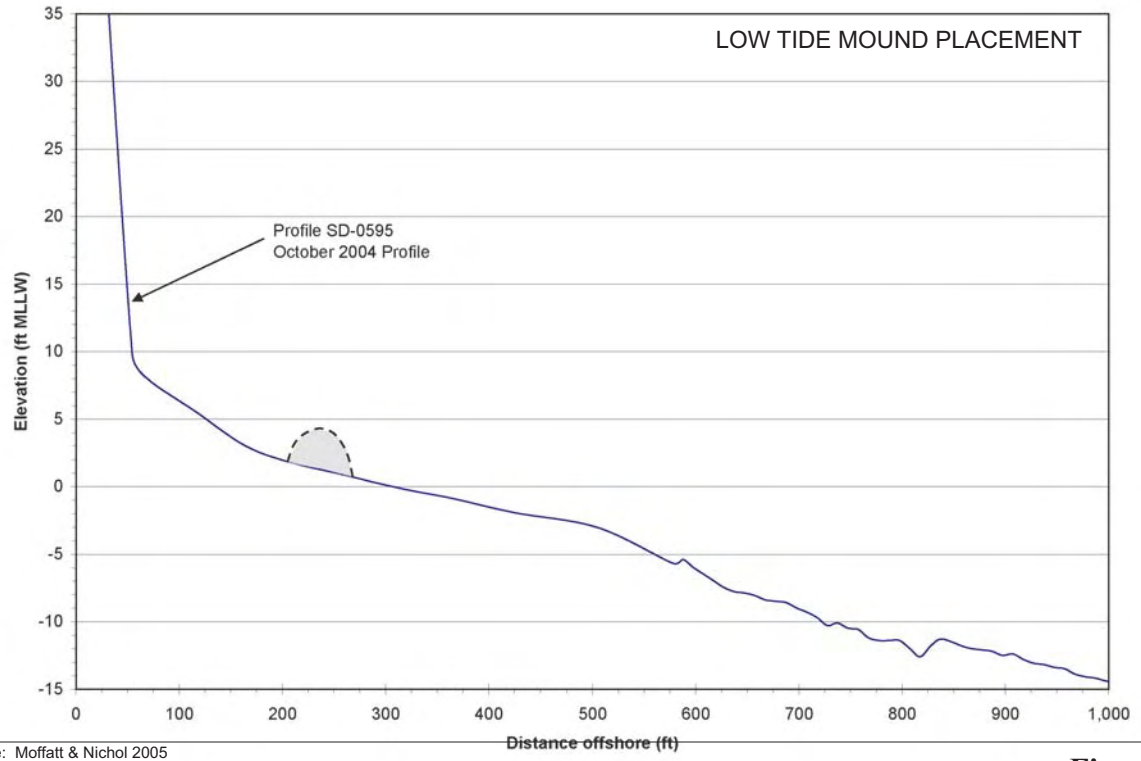
Source: Moffatt & Nichol 2005

NORTH

0 1000 Feet

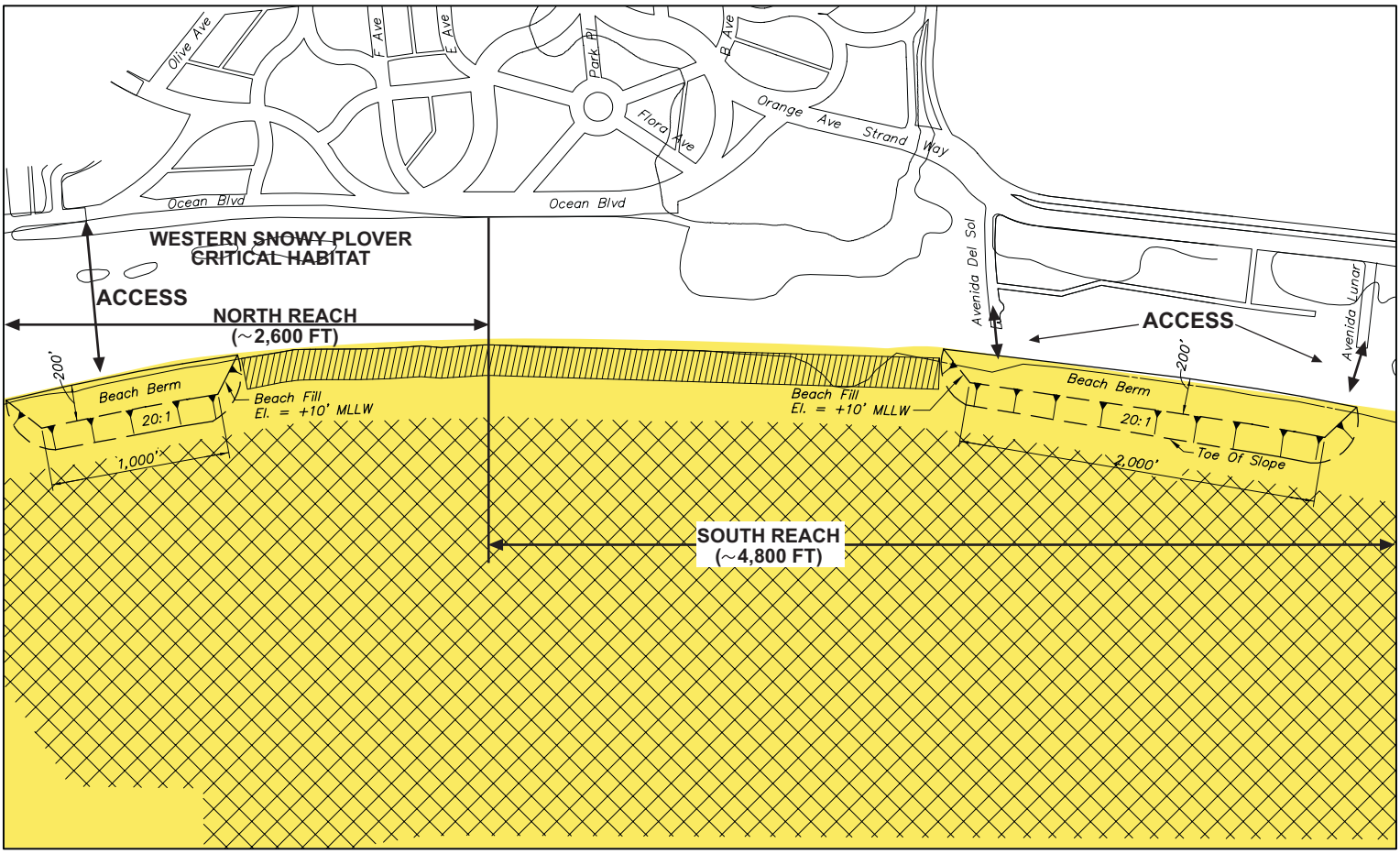
Figure 10
Project Footprint
City of Solana Beach

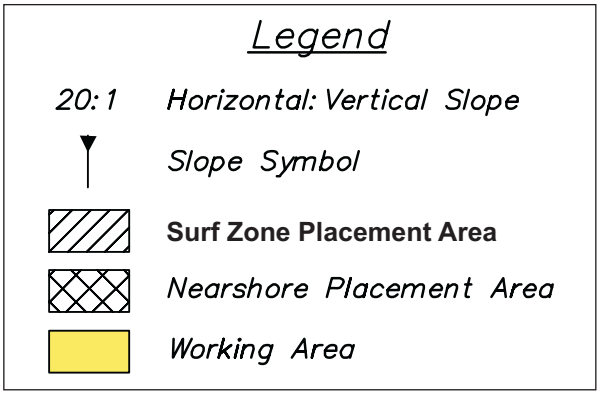




Source: Moffatt & Nichol 2005

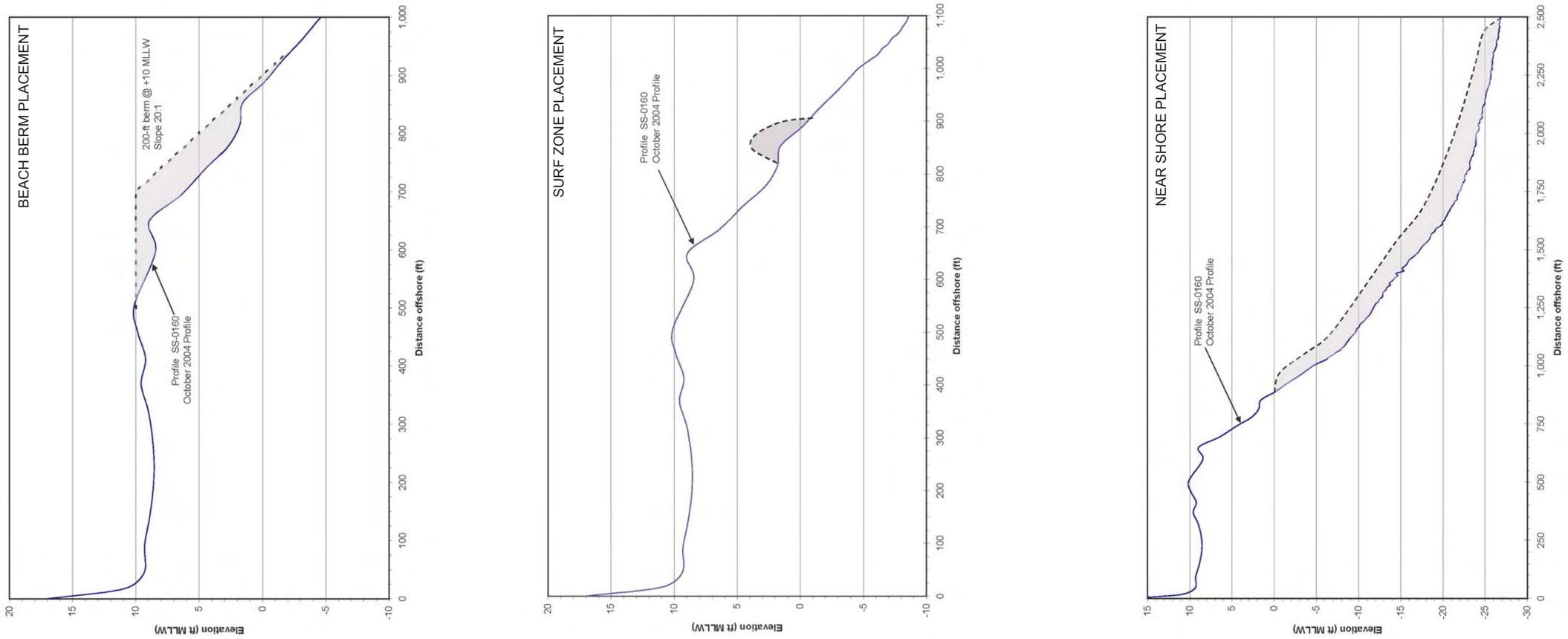
Figure 11
Typical Cross-Sections
City of Solana Beach





Source: Moffatt & Nichol, 2007.

Figure 12
Project Footprint
City of Coronado



Source: Moffatt & Nichol 2005

Figure 13
Typical Cross-Sections
City of Coronado

The nearshore placement is proposed to be from -10 to -25 MLLW and approximately 825 feet to 2,500 feet offshore along the entire length of the footprint.

Summertime placement between June 1 and September 14 must be on the back beach area at North Beach to avoid impacts to sensitive bird species. Between March 1 and May 31 the standardized approach for protecting spawning grunion and invertebrates of providing a 150 foot buffer between placement sites is required if placement is to occur within the swash zone.

A pre-construction survey by a qualified biologist is required to determine the nature of site use by snowy plovers and whether monitoring and/or additional protective measures are warranted during opportunistic sand placement at the City of Coronado municipal beach. Grunion monitoring would be conducted if placement is scheduled during March 1 through May 31. Pre-construction monitoring is required to determine habitat suitability for spawning. Monitoring by a qualified biologist with authority to halt or redirect placement is specified if habitat is determined to be suitable for spawning. In addition, turbidity would be monitored daily during a placement event.

City of Imperial Beach

The three beach fill designs for the City of Imperial Beach project include beach berm, surf zone placement, and near-shore placement. The project footprint for the City of Imperial Beach is shown in Figure 14. Sand placement is proposed between Imperial Beach Boulevard to the southern end of Seacoast Drive. The RBSP footprint was approximately 2,300 feet in length, starting at Admiralty Way and heading south.

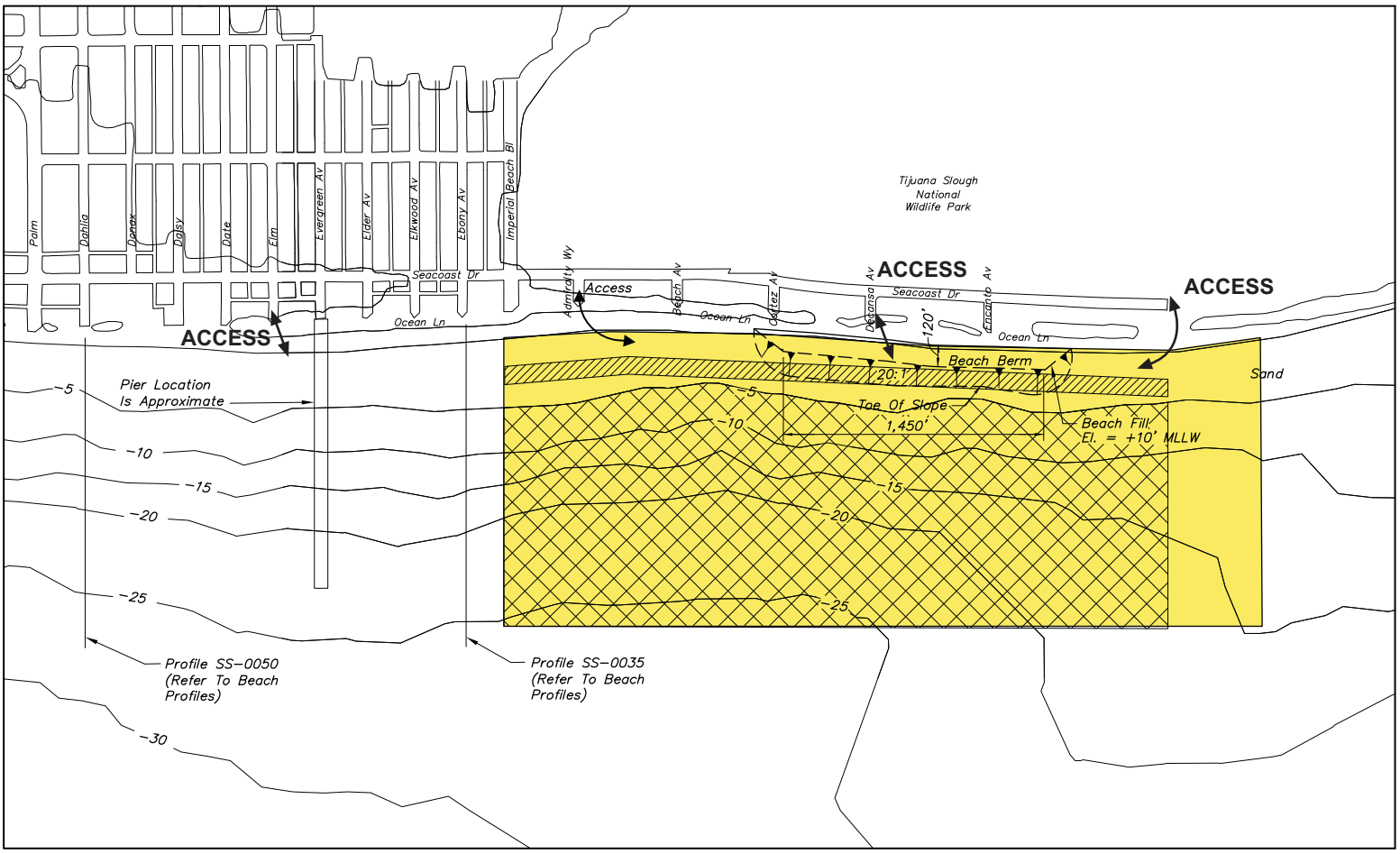
The cross-section views for these three options are illustrated in Figure 15. The beach berm placement is proposed to be within a surface layer with a finished surface elevation of +10 feet MLLW and create 120-foot berm. This would occur approximately 50 to 375 feet offshore and generally slope towards the ocean at approximately 20:1.

The maximum dimensions for surf zone placement would be a 2- to 3-foot-high mound placed near the +2 foot MLLW topographic contour or lower, depending on conditions at the time of placement. It would likely extend along the length of the project site approximately 250 to 300 feet offshore.

The nearshore placement is proposed to be from -10 to -25 MLLW and approximately 550 feet to 2,000 feet offshore along the entire length of the footprint.

(3) Haul Routes, Stockpiling, and Operations

The following discussion includes descriptions of the haul routes, stockpile locations if applicable, and operation times for each of the receiver sites. Sand would be delivered by truck from areas throughout each city for its respective receiver site and it is assumed that the material would be generated locally by construction projects. Rather than sand being trucked to upland disposal sites, it would be trucked immediately to the receiver site. This



Legend

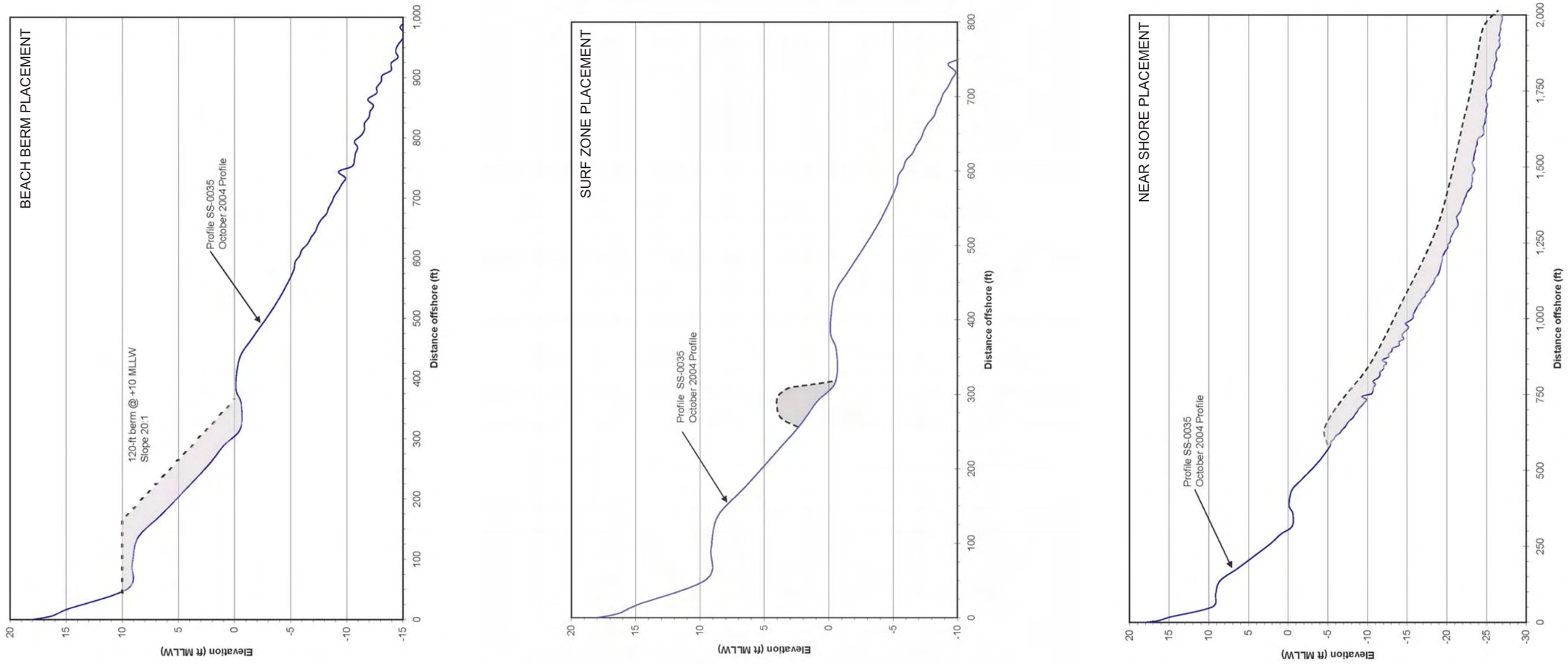
20:1	Horizontal: Vertical Slope
	Slope Symbol
	Surf Zone Placement Area
	Nearshore Placement Area
	Working Area

Source: Moffatt & Nichol 2005

NORTH

0 500 Feet

Figure 14
Project Footprint
City of Imperial Beach



Source: Moffatt & Nichol 2005

Figure 15
Typical Cross-Sections
City of Imperial Beach

method would be the most likely method utilized for each of the receiver sites. During any placement of beach sand, each city must coordinate the proposed haul routes with other projects that may impact identified haul routes.

The City of Encinitas would be the only jurisdiction with a potential stockpile location identified for this project. The potential stockpile location would be the City's Public Works facility located on Calle Magdalena. The City of Encinitas has not determined if this site would serve as a stockpile location.

Hauling and sand placement would be allowed during typical construction hours between 7:00 a.m. to dusk Monday through Friday, with the exception of Solana Beach where hauling would be restricted by proximity to several schools. This is discussed separately under the Solana Beach heading.

Table 3 summarizes the number of truck trips for each receiver site given maximum sand quantities. Table 4 summarizes the number of truck trips for each receiver site under sand materials received from a typical construction project (2,000 to 50,000 cy). Typical annual amounts are provided for each city under certain assumptions. Encinitas assumes the flood control detention basin along Saxony Road (capacity of approximately 5,000 cy) along with two to three private garage projects under the estimation of 1,000 cy each for a total annual amount of 10,000 cy. Solana Beach assumes five private garage projects for a total of 10,000 cy. Coronado assumes 30,000 cy with the parking garage and Imperial Beach assumes 25,000 cy from the Tijuana River Valley basins. These values are based upon a truck with a capacity of 14 cy and specifically for Solana Beach, the values assume 8 hours are available to truck for material from neighborhood or Highway 101. In addition, the information provided in Table 3 for Encinitas is based upon the upcoming hotel project and the quantities indicated for Coronado and Imperial Beach are based upon site visits with each city in September 2005.

Table 3
Proposed Maximum Number of Truck Trips and Frequency

Receiver Site & Maximum Annual Quantity (cy)	Project Duration (weeks)	Number of Trucks (14 cy per truck)	Monthly Trips	Weekly Trips	Daily Trips	Hourly Trips	Time Interval (minutes)
Encinitas (Moonlight) 150,000	30	10,714	1,261	315	63	8	8
Encinitas (Batiquitos) 120,000	24	8,571	1,008	252	50	6	10
Solana Beach 150,000	30	10,714	1,261	315	63	8	8
Coronado 100,000	20	7,143	840	210	42	5	11
Imperial Beach 75,000	15	5,357	630	158	32	4	15

Note: The duration is estimated assuming 5,000 cy can be placed at a site within 5 working days and defines a working day as 8 hours. Solana Beach assumes 8 hours available to haul material from neighborhood or Coast Highway 101
Source: Moffatt & Nichol 2007.

Table 4
Proposed Typical Number of Truck Trips and Frequency

Receiver Site & Quantity (cy)	Duration (weeks)	Number of Trucks (14 cy per truck)	Monthly Trips	Weekly Trips	Daily Trips	Hourly Trips	Time Interval (minutes)
Encinitas (Moonlight) 50,000	10	3,571	1,190	298	60	7	8
Encinitas (Batiquitos) 50,000	10	3,571	1,190	298	60	7	8
Solana Beach 5,000	1	357	n/a	357	71	9	7
Coronado 50,000	10	3,571	1,190	298	60	7	8
Imperial Beach 25,000	5	1,786	595	149	30	4	16

Note: Calculations assumes the following: quantity in Encinitas is based upon a hotel project scheduled to occur soon and 8 hours of available time for truck trips in Solana Beach. Quantities for Coronado and Imperial Beach were based upon input from City staff.
Source: Moffatt & Nichol 2007.

In addition, each city would finalize a public outreach element of the project to incorporate a method to report problems. One component would be a telephone number and website for complaints, comments, and questions. This contact information would be posted prominently at the site. Input from that log of questions, comments, and complaints would be used to improve project operations throughout the project life.

City of Encinitas

The proposed haul route identified for trucks to the project site from the Saxony detention basin location would follow Saxony Road north to La Costa Avenue and head west to I-5 as shown in Figure 16. From I-5, the trucks would travel south to Encinitas Boulevard and head west to Moonlight Beach. There is a public access point for Moonlight Beach from the western terminus of Encinitas Boulevard (B Street). The trucks would enter at this beach access point and deposit their load for disbursement by earthmoving equipment. Trucks would loop back and exit at the point of beach entry. Trucks may return to the Saxony detention basin location along the same route or utilize Coast Highway 101 north from Encinitas Boulevard to La Costa Avenue. To minimize truck congestion at the beach site, trucks would be queued at the Saxony detention basin location. Based upon the maximum total of 150,000 cy per year, it is estimated that an approximate total of 63 truck trips would be required per working day for a project duration of 30 weeks and assuming 5 working days out of each week for approximately 8 hours each day. However, the most likely typical scenario would be 50,000 cy over 10 weeks (Table 4).

The staging area would be located in the Moonlight Beach parking lot and near the restrooms. The City of Encinitas would coordinate with the Parks and Recreation Department regarding this staging area. Another potential staging area would be the Park-n-Ride lot located immediately east of I-5 along the north side of La Costa Avenue.

Source: Moffatt & Nichol 2005 and Thomas Bros.

NORTH

Figure 16
Haul Route
Moonlight Beach, City of Encinitas

The Park-n-Ride lot would only be available for use from 9:00 a.m. to 3:30 p.m. Monday through Friday. Staging areas are utilized by trucks, either empty or filled, awaiting dispatch to pick-up or deliver opportunistic sand material. Specifically regarding the use of the Park-n-Ride lot, the trucks would not interfere or impede access. An encroachment permit would need to be obtained by the City from Caltrans for use of the Park-n-Ride lot and would contain conditions to assure no damage to the pavement would result from the number of trucks and the loads.

The proposed haul routes for Batiquitos for trucks to the project site from the Saxony detention basin location would follow Saxony Road north to La Costa Avenue and either travel north on Carlsbad Boulevard to the site or travel north on I-5 to Poinsettia Lane and head west to Carlsbad Boulevard and travel south to the site as shown in Figure 17. The trucks would enter south of the lagoon inlet from Carlsbad Boulevard and deposit their load for disbursement by earthmoving equipment. Trucks would loop back and exit at the point of beach entry. Trucks may return to the Saxony detention basin location along the same route. To minimize truck congestion at the beach site, trucks would be queued at the Saxony detention basin location. Based upon the maximum total of 120,000 cy per year, it is estimated that an approximate total of 50 truck trips would be required per working day for a project duration of 24 weeks and assuming 5 working days out of each week for approximately 8 hours each day. No staging area is identified for the Batiquitos receiver site. In addition, at this location the most typical scenario would be 10 weeks (Table 4).

A potential stockpile location would be the City's Public Works facility located on Calle Magdalena. The City of Encinitas has not determined if this site would serve as a stockpile location.

City of Solana Beach

The proposed haul route for trucks from the construction sites to the project site would generally be available to I-5 and Coast Highway 101. Access along Via de la Valle may be possible per discussion and agreement with the City of San Diego and the City of Del Mar. Lomas Santa Fe Drive would provide restricted access due to the number of schools along this roadway. Figure 18 shows the haul route. From I-5, the trucks would travel west along either Via de la Valle and north on Coast Highway 101 or take Lomas Santa Fe Drive directly to Fletcher Cove (located at the western terminus of Lomas Santa Fe Drive). Access from areas north of Lomas Santa Fe Drive and west of I-5 could potentially utilize Coast Highway 101 to arrive at Fletcher Cove. There is a concrete ramp at Fletcher Cove to allow trucks to access the beach and deposit their load for disbursement by earthmoving equipment. Trucks would loop back and exit at the point of beach entry.

The staging areas would be located in the Distillery parking lot across from Fletcher Cove and potentially but less likely the Fletcher Cove parking lot. Based upon the maximum total of 150,000 cy per year, it is estimated that an approximate total of 63 truck trips would be required per working day for a project duration of 30 weeks and assuming 5 working days out of each week for approximately 8 hours each day. The typical project of 5,000 cy would be delivered in 1 week (Table 4).

Source: Moffatt & Nichol 2005 and Thomas Bros.

NORTH

Figure 17
Haul Route
Batiquitos, City of Encinitas

Source: Moffatt & Nichol, 2005 and Thomas Bros.

Figure 18
Haul Route
City of Solana Beach

As previously noted, the City of Solana Beach would have different construction hours. Hauling and sand placement would occur between 9:00 a.m. and 2:00 p.m. Monday through Friday to avoid morning and evening peak traffic hours. In the event that more than one project is occurring at the same time, or if multiple haul trucks from one project are contemplated to be simultaneously used, the City may maintain the restricted hours (from 9:00 a.m. to 2:00 p.m.). However, smaller opportunistic sand projects to be hauled and placed at the site would allow for more flexibility to be implemented outside the construction hours from 9:00 a.m. to 2:00 p.m. In addition, there is potential for night time construction during the hours of 7:00 p.m. and 5:00 a.m.

City of Coronado

The City of Coronado would utilize available opportunistic sand from the Navy in addition to deliver sand directly from various construction sites within the city. The proposed haul route for trucks from the construction sites to the pilot site would include 4th Street, Ocean Drive, Ocean Boulevard, Orange Avenue, Avenida del Sol and Avenida Lunar as shown in Figure 19. Beach access points include Ocean Drive, Avenida del Sol, Avenida Lunar, Ocean Place and Ocean Boulevard (bridge to Orange Avenue), and Third Street to Alameda Boulevard to Ocean Boulevard. These entry points allow trucks to access the beach and deposit their load for disbursement by earthmoving equipment. Trucks would loop back and exit at the point of beach entry. No staging area is identified for this receiver site. Based upon the maximum total of 100,000 cy per year, it is estimated that an approximate total of 42 truck trips would be required per working day for a project duration of 20 weeks and assuming 5 working days out of each week for approximately 8 hours each day. The most typical quantity would be placed in 10 weeks (Table 4). Sand placement may occur outside the high beach use season only at North Beach. Proposed placement activities vary seasonally to minimize impacts to biological resources including snowy plover.

City of Imperial Beach

The proposed haul route for trucks from the construction sites to the pilot site would include Coronado Boulevard, Imperial Beach Boulevard, and Seacoast Drive as shown in Figure 20. Beach access points include Elm Avenue, Descanso Avenue, and the southernmost end of Seacoast Drive. Admiralty Avenue is also included as an option to access the beach as an entry and exit point; however, it would require constructing a temporary berm to allow trucks to get to and from the beach. This option, although not ideal, is still a possible access point. These entry and exit points allow trucks to access the beach and deposit their load for disbursement by earthmoving equipment. The location of these access points also allow for flexibility in truck movement to gain access from the north and exit the beach to the south or vice versa. In addition, for construction sites within a block from the beach (i.e., Seacoast Inn) or other developments on the beach north of the pier, trucks hauling opportunistic sand material could be driven south on the beach to Imperial Beach Boulevard at off-peak use hours and during the off-peak season. However, it should be noted that this would only be allowed for projects located along the

Source: Moffatt & Nichol, 2005 and Thomas Bros.

Figure 19
Haul Route
City of Coronado

Source: Moffatt & Nichol, 2005 and Thomas Bros.

Figure 20
Haul Route
City of Imperial Beach

beachfront and within a block from the beach. The beach itself is not designated as a proposed haul route.

The staging area would be located in the Port of San Diego parking lots near Dahlia Avenue and Elkwood Avenue, which are subject to Port of San Diego's approval. Equipment in these parking lots identified for staging areas are also subject to Port of San Diego's approval. Trucks would be in queue along Imperial Beach Boulevard north of the Tijuana Estuary. Based upon the maximum total of 75,000 cy per year, it is estimated that an approximate total of 32 truck trips would be required per working day for a project duration of 15 weeks and assuming 5 working days out of each week for approximately 8 hours each day. The more typical sand quantity would be placed in 5 weeks (Table 4). Sand placement may occur outside the high beach use season. As previously mentioned, during any placement of beach sand, proposed haul routes must be coordinated with other projects (i.e., The Old Palm Avenue Revitalization Project and Seacoast Drive Streetscape Project) in Imperial Beach that may impact identified haul routes.

Monitoring Programs

Generally, the monitoring program shall include at a minimum sediment sampling, beach profiles, surfing conditions, turbidity, and sensitive biological resources. Monitoring elements would be dictated by project specific features such as schedule and/or placement method. The types of monitoring relative to the project phase are summarized in Table 5 and the details are discussed below. These monitoring requirements are based upon the SCOUP Plan (M&N 2006) and monitoring implemented during and after the RBSP (AMEC 2002, 2005).

Table 5
Overview of Monitoring Program

Design Characteristics	Receiver Sites			
	Encinitas	**Solana Beach**	**Coronado**	**Imperial Beach**
Pre-Construction Baseline Monitoring				
Beach Profiles	Between 1 year and 30 days prior project			
Surfing Conditions	½ month prior, 3 times per week over 14 days			
Turbidity	n/a			
Grunion	If habitat is suitable and project is scheduled between March 1 and September 15, then 2 to 3 weeks prior to construction before and/or during predicted grunion run closest to project initiation.			
Western snowy plover	Dependent upon coordination with resource agencies if there is placement between March 1st and September 15.		Specific mitigation measures identified since the Coronado site is located within critical habitat. A pre-construction survey by a qualified biologist will be	Dependent upon coordination with resource agencies if there is placement between March 1st and September 15th.

Design Characteristics	Receiver Sites			
	Encinitas	Solana Beach	Coronado	Imperial Beach
			conducted within 2 weeks of sand placement in the critical habitat area of the site to verify no nest sites are within 300 ft. of placement if scheduled during the breeding season (March 1 to September 15) or to document wintering birds if placement is scheduled outside the breeding season. Results of the pre-construction survey will be transmitted to USFWS and USACE. If nest sites are absent and/or no wintering birds are present, no additional monitoring will be required during construction. If nest sites or wintering birds are present, monitoring and additional protective measures will be implemented.	
CA least tern	Dependent upon coordination with resource agencies if there is placement between April 1st and September 15th.		Dependent upon coordination with resource agencies and defined placement in North Beach.	Dependent upon coordination with resource agencies if there is placement between April 1st and September 15th.
Nearshore Sensitive Resources	n/a		Up to 30 days prior to project – Pismo clams (divers to determine the presence/absence and if present, then boundaries of receiver site would be adjusted)	
Sediment Gradation	Yes, to establish a baseline		Yes, only one survey prior to first sand placement event for nearshore and observe for Pismo clams as part of the permit process (transects and submit letter prior to placement to resource agencies regarding results and methods).	
Construction Monitoring				
Beach Profiles	n/a			

Design Characteristics	Receiver Sites			
	Encinitas	**Solana Beach**	**Coronado**	**Imperial Beach**
Surfing Conditions	n/a			
Turbidity	Daily during construction from a high vantage point on land.			
Grunion	If construction is scheduled between March 1 and September 15, then every 2 weeks during spawning season. Monitoring is dictated by tides and lunar cycle.			
Western snowy plover	Coordination with the resource agencies would determine if monitoring would be conducted during construction scheduled between March 1st and September 15th.		Specific mitigation measures identified since the Coronado site is located within critical habitat. If nest sites or wintering birds are present during pre-construction monitoring: (1) Monitoring will be conducted by a qualified biologist with the authority to halt or redirect activities to avoid impacts to nests or chicks and minimize disturbance to foraging snowy plovers. (2) A minimum 300-ft buffer will be maintained between snowy plover nest sites and sand placement locations. (3) Placement operations will be limited within a 1,000-ft beach length either with berm or surf zone placement (i.e., operations limited to no more than 20% of the wide beach area) during a discrete placement event to minimize disturbance to foraging birds. If wintering bird use is concentrated at the North Beach berm fill site, construction will be limited to surf zone placement.	Coordination with the resource agencies would determine if monitoring would be conducted during construction scheduled between March 1st and September 15th.

Design Characteristics	Receiver Sites			
	Encinitas	Solana Beach	Coronado	Imperial Beach
			Surf zone placement boundaries will be adjusted, as necessary, to minimize disturbance to snowy plovers. (4) Access corridors will be used to confine movement of vehicles cross-shore to a single-point, 50-ft corridor, longshore movement of vehicles will be on wet sand, and otherwise confined to the sand placement location to minimize disturbance to snowy plovers. (5) Beach berm or surf zone placement locations will be separated by at least 150-ft spacing between discrete placement events between March 1 and May 31 to minimize impacts to intertidal forage prey of snowy plovers and other shorebirds. (6) Removal and/or covering of tide-cast vegetation with sand will not extend beyond the sand placement location during construction to minimize potential disturbance to snowy plover forage.	

Design Characteristics	Receiver Sites			
	Encinitas	**Solana Beach**	**Coronado**	**Imperial Beach**
CA least tern	Coordination with the resource agencies would determine if monitoring would be conducted during construction scheduled between April 1st and September 15th.			
Nearshore Sensitive Resources	n/a			
Sediment Gradation	n/a (due to decreased volume with increase in % fines)			
Post-Construction Monitoring				
Beach Profiles	Immediately after completion			
Surfing Conditions	1 month after, 3 times per week over 14 days			
Turbidity	n/a			
Grunion	n/a			
Western snowy plover	n/a			
CA least tern	n/a			
Nearshore Sensitive Resources	n/a			
Sediment Gradation	n/a			
Post-Project Monitoring				
Beach Profiles	Over 1 year following construction with surveys at 6 months after and 1 year after			
Surfing Conditions	n/a			
Turbidity	n/a			
Grunion	n/a			
Western snowy plover	n/a			
CA least tern	n/a			
Nearshore Sensitive Resources	n/a			
Sediment Gradation	2 transects in wave wash zone during low tide approximately 0.5 mile apart between mean low and high tide updated over time and minimum of 2 times post-project at Year 3 and Year 5 with pre-construction baseline documented for all sites.			

Source: SCOUP Plan, 2006; SAIC, April and September 2006; Moffat & Nichol and SAIC, December 2006.

Sediment Gradation

Sediment gradation sampling was not required for the SANDAG project because it was implemented as a one-time pilot and optimal sands were predominantly used. Therefore, monitoring for that project instead focused on biological response to sediment placement and transport. Because repetitive sand placement has the potential to occur at SCOUP sites on an annual basis and over consecutive years, sediment gradation monitoring is being used to provide the scientific basis for confirming that sediment characteristics do not significantly change and cumulative impacts to biological resources do not occur as a result of the project. Sediment gradation monitoring at different depths is conducted to characterize conditions across the beach profile, which is consistent with USACE/EPA

testing guidelines. Sand throughout the beach profile at all receiver sites would be sampled and tested prior to construction to establish a baseline if existing information is available, then that data can be documented. For example, the City of Encinitas has baseline gradation data from 2007. consistent with the SCOUP Plan, gradation sampling might be updated over time, possibly at Year 3 and Year 5 post-project to provide data for 3 data points. Two transects in the wave wash zone would be conducted during low tide approximately 0.5 mile apart between the mean low and high tide. Samples would be collected with hand cores on the subaerial beach and in the nearshore. Grain size distribution would be determined using standard sieve (for fractions larger than 62.5 microns, 4 phi units) and pipette (for fractions smaller than 62.5 microns, < 4 phi) analysis. The beach sampling locations should be located along established beach profiles at elevations of +12, +6, 0, -6, -12, -18, -24 and -30 relative to MLLW (consistent with the statewide SCOUP Plan). The purpose of this work is to confirm that the beach sand grain size is remaining consistent with pre-project natural sand grain sizes for maintaining suitable habitat for intertidal fauna, California grunion, and shorebirds. Results are to be compared to pre-project beach sand grain sizes and significant changes in fines content or coarser grain size in the receiver beach sand is to be noted and reported. If a significant change in sediment characteristics (fines, coarser sediment) is detected, then additional sampling may be warranted to determine potential adverse biological impacts.

Beach Profiles

Beach profiles would be monitored prior to construction and after construction as well as post-project to track sand gain or loss at the receiver sites. Generally, the process would involve establishing two transects, one within the fill and one downcoast, and recording the beach and seabed elevations from the back of the beach out to the depth of closure.[5] There are existing transect locations along the entire San Diego region currently being monitored by SANDAG as part of the regional shoreline monitoring program. The intent of this monitoring program is to utilize one existing beach profile at each receiver site so that there is a long-term record in advance of any opportunistic beach nourishment activities. The beach profiles would be provided to all permit agencies.

Surfing Conditions

Placement of sand either on the beach or in the nearshore has the potential to alter the beach profile and could affect surfing conditions. Sand deposition could cause waves to close-out over a long period of time (months) rather than peak, or result in a perpetual shorebreak at the beach rather than a nearshore bar for waves to break over. To determine any substantial change to surfing conditions a monitoring program would be instituted. Beginning 14 days prior to construction, surfing conditions at the site would be recorded by lifeguards between the hours of 8:00 a.m. and 9:00 a.m. at least three times per week. Observation forms would be completed to record date, wave height and direction, tide,

[5] Depth of closure is the maximum depth of cross-shore sand movement. This depth represents the seaward end of the beach profile that essentially remains unchanged over the long term. Sand that moves beyond the depth of closure in a seaward direction is typically lost to the littoral cell. Such depth is typically approximately -30 feet MLLW in Southern California.

wind, water temperature and clarity, number of surfers in the water, and qualitative observations of wave characteristics. Short interviews would be undertaken with local surfers at least weekly to obtain local perspective on the surf conditions. The same monitoring would occur for 14 days after construction was complete. This program would be of particular importance in the first few years of activity at each site to help determine how the various placement options and material types would be reflected in the nearshore environment.

Turbidity

Turbidity would result from nearshore and surf zone placement, and may result from berm placement when material is placed in the intertidal zone. The duration of turbidity would relate to sediment grain size characteristics (particle settling rates) and placement volume, but would dissipate with distance and time after placement. Turbidity also may naturally result from storms, large waves, rip currents, and/or plankton blooms. Construction monitoring of water quality (i.e., potential turbidity impacts) would occur consistent with the RWQCB 401 Certification.

Turbidity monitoring requirements likely would vary depending on project volume, construction duration, proximity to sensitive resources, and schedule considerations. For example, project activities involving small volume placements as opportunities occur would produce only short term (on the order of a few days) increases in turbidity. Larger volume projects could result in elevated turbidity over weeks to months. The potential significance of prolonged turbidity would depend on proximity to sensitive resources.

Turbidity plumes would be monitored during surf zone or berm placement by an observer from a high vantage point on land (e.g., lifeguard tower). The observer would map and photograph the extent of turbidity and note whether the plume extends to sensitive aquatic habitats (e.g., surface kelp canopies, lagoon mouths, intertidal surfgrass beds). In addition, environmental conditions would be noted such as wind, weather, rain events, wave activity, rip currents, and plankton blooms, etc. As outlined in the SCOUP Plan, if monitoring indicates excessive turbidity (greater than ambient beyond one-half mile offshore at or downcoast of the placement site) for a prolonged period, assumed to be five days, then placement should halted or be modified to reduce turbidity as determined by the project engineer, regulatory staff, and city.

If construction occurs between April 1 and September 15 at sites within 1 to 2 miles of California least tern nesting sites, additional monitoring shall be required (see Endangered and Threatened Species below).

No devices to reduce turbidity would be necessary with surf zone or berm placement since pumping would only occur with nearshore placement. In addition, all proposed sand sources would be clean, beach-quality sand material and beneficial for the environment and the public. Testing prior to placement would verify that the material meets acceptable criteria for chemical composition, trash, color, and percent sand.

Grunion Monitoring

California grunion (*Leuresthes tenuis)* is a California Department of Fish and Game (CDFG) species of concern. The grunion spawning season generally is from March 15 to September 15, although spawning may sometimes occur in February and later September. Grunion spawn during middle-of-the-night spring high tides. The eggs incubate in the sand and hatch in approximately 2 weeks when the next spring high tide occurs. Although eroded, portions of each of the sites are characterized as a sandy beach and have the potential to provide suitable grunion spawning habitat. Overall, the project would improve grunion spawning by adding sand to the beach and enhancing the habitat. While grunion is not listed as threatened or endangered, efforts are recommended to minimize impacts to this managed fish species.

Monitoring would be conducted by a qualified grunion monitor if berm or surf zone placement is scheduled between March 15 and September 15. In addition, the monitor would coordinate with CDFG and National Marine Fisheries Service (NMFS) prior to construction to review appropriate impact avoidance measures and their preferences regarding communication and submittal of monitoring results to be implemented in the event grunion spawning is observed.

Monitoring would include at a minimum a pre-construction survey to determine potential suitability for grunion spawning based on upper intertidal substrate characteristics (> 5 inches sand depth, lack of extensive cobble or other hard substrate cover) and beach width (i.e., upper intertidal sand habitat not inundated during neap high tides). The habitat suitability survey would be scheduled two to three weeks prior to the scheduled placement activity. If the habitat is judged to be unsuitable for grunion spawning, construction could proceed without the need for additional monitoring up until the next predicted grunion run. If the construction schedule spans more than one predicted grunion run period, additional habitat suitability surveys would be conducted prior to each predicted grunion run since suitability may vary seasonally (e.g., habitat may become more suitable between spring and summer due to natural sand accretion). The predicted grunion run periods would be based on the grunion calendar produced by the CDFG.

If habitat is judged to be potentially suitable for grunion spawning, night-time grunion monitoring would be conducted by a qualified monitor during the predicted grunion run prior to construction and/or for each predicted grunion run spanned by the construction period when suitable habitat is present. Night-time grunion monitoring would span three nights during the predicted grunion run and would be initiated on the second night after a new or full moon and continue on the next two nights. The monitoring period would extend from 1 hour before the peak high tide to 2 hours after the peak high tide (i.e., at least 3 hour duration monitoring period). If no grunions are observed, no further action would be necessary and sand placement could occur according to plan.

If grunion are found to occur within the project area, then a mitigation strategy would be implemented as described in the IS checklist.

Endangered and/or Threatened Species

The western snowy plover (*Charadrius alexandrinus nivosus*) is a threatened species that is resident to Southern California. The western snowy plover nests typically in flat, open areas with sandy or saline substrates, and forages on invertebrates in the intertidal and/or in association with kelp wrack. Western snowy plovers typically forage and nest in areas where human activity is low or absent. Their breeding and nesting season extends from March 1 to September 15. Receiver sites at Encinitas, Solana Beach and Imperial Beach are near known nesting sites located at Batiquitos Lagoon, San Elijo Lagoon, Silver Strand State Beach, and Tijuana River Estuary. However, the receiver site for Coronado is located within the critical habitat for the Western snowy plover and specific and detailed mitigation measures are outlined in Section V and discussed in Item IV "Biological Resources". Similar to the 2001 RBSP, monitoring shall include surveys to determine timing of nesting activity and/or presence of birds within the project area.

The California least tern (*Sterna antillarum browni*) and the California brown pelican (*Pelecanus occidentalis californianus*) may forage on fish outside the surf zone in the vicinity of the proposed project locations. The California least tern is a seasonal migrant that breeds and nests in San Diego County between April and the end of August. Receiver sites at Encinitas, Solana Beach, Coronado, and Imperial Beach are near known nesting sites located east of Coast Highway 101 at Batiquitos Lagoon, just north of San Elijo Lagoon and around the mouth of the Tijuana River Estuary. Coordination with USFWS would be necessary and monitoring during construction will be required to avoid significant impacts if construction is scheduled between April 1 and September 15. Similar to the 2001 RBSP, monitoring may include observations of timing of nesting activity and the extent of turbidity plumes outside the surf zone where water transparency is reduced to less than 3 feet.

Nearshore Sensitive Resources

A pre-construction survey would be conducted by qualified biologists at nearshore receiver sites off Coronado and Imperial Beach to confirm that managed and/or sensitive marine resources do not occur prior to use of the sites. Pismo clams (*Tivela stultorum*) are a CDFG managed species and may persist in localized areas as dense beds in both Coronado and Imperial Beach as they are known in the nearshore areas of these two sites. Divers would determine the presence/absence. If Pismo clam beds are present during visual observation, the relative density would be determined and specific mitigation measures would be implemented. The boundaries of the receiver site may be adjusted to avoid significant impacts; sparse occurrence of Pismo clams would not indicate presence of core populations. In addition, the surveys would provide opportunity to confirm absence of persistent, sensitive reef habitats, which are currently not expected offshore Coronado or Imperial Beach based on available information sources. Similar to the 2001 RBSP (SANDAG and USDN 2000), occurrence of sensitive reef indicators (e.g., giant kelp, surfgrass, sea fans, sea palms, and/or feather boa kelp) would be noted.

Monitoring after the 2001 RBSP indicated no significant impacts to nearshore reefs with sensitive indicators located offshore and adjacent to beach receiver sites with placement volumes ranging from 101,000 to 158,000 cy of sand, including sites offshore and downcoast of Solana Beach and downcoast of Moonlight Beach (AMEC 2005). The proposed project would involve sand placement volumes within or below the RBSP volume range for optimal sands, and substantially below prior volumes for less than optimum sands. The proposed project is designed to minimize the potential for adverse impacts; therefore, additional monitoring of nearshore reefs would not be necessary.

Additional Project Design Features

In addition to the monitoring program described above, which would document beach and offshore conditions before, during, and after project construction, the following design features would be implemented to minimize adverse effects to the general public:

- A flag man shall keep pedestrians a safe distance from the truck, notify beach users of the presence of the truck, and ensure that a clear and safe path is maintained. This system would be codified in the traffic control plan required to be prepared for each project site.

- Public streets used as the haul route shall be cleaned via street-sweeper or other appropriate methods as necessary.

- Trucks shall only use haul routes approved by the city and shall be specified in the traffic control plan required to be prepared for each receiver site.

- The contractor of each construction job will implement the applicable plan to avoid contamination from fuel or other potential hazards. For projects with over 1,320 gallons of hydrocarbon liquids stored on-site, a Spill Prevention, Containment and Countermeasures Plan (SPCCP) must be prepared by the contractor. That plan specifies fueling procedures, equipment maintenance procedures, and containment and cleaning measures to be followed in the event of a spill. At a minimum, the plan shall include:

    - Use and refueling of equipment as necessary;

    - Details for handling and storage of construction and maintenance fluids (oils, antifreeze, fuels). Fluids shall be stored in closed containers (no open buckets or pans) and disposed of promptly and properly away from permeable areas to prevent contamination of the site; and

    - Immediate control, containment, and cleanup of fluids released because of spills, equipment failure (broken hose, punctured tank, etc.), or refueling, per federal and state regulations. All contaminated materials shall be disposed of promptly and properly to prevent contamination of the site. To reduce the potential for spills on the beach during refueling, refueling of portable equipment shall occur within a contained area. Where that is not possible, barriers shall be placed around the site

where the fuel nozzle enters the fuel tank. The barriers shall be such that spills shall be contained and easily cleaned up. Refueling activities shall be monitored to ensure that spillage from overfilling, nozzle removal, or other action does not occur.

- Typically projects that are likely to provide opportunistic sand for this program are not large enough to store fuel on-site. Instead, measures to reduce the potential for site contamination from mechanical leads are addressed by other state and locally required plans including the Stormwater Management Plan (SWMP) and the Stormwater Pollution and Prevention Plan (SWPPP).

Required Approval from Public Agencies (e.g., permits, financing approval, or participation agreement)

Implementation of the opportunistic beach sand project at the study sites would require approval and permits from a variety of local, state, and federal agencies as described below.

U.S. Army Corps of Engineers – Sections 10 and 404 Permit

The proposed program involves placing sand on a beach receiver site. Section 10 of the River and Harbors Act and Section 404 of the Clean Water Act require permits from the USACE for transporting and placing fill material into waters of the U.S.

Regional Water Quality Control Board – Section 401 Certification

The California RWQCB reviews projects that include any discharge into navigable waters. Any project in California that proposes placing fill materials into waters of the U.S. requires a Section 401 Certification from the RWQCB. Since the program proposes to place the material on the beach below the mean high tide line, a certification is needed from the RWQCB. That certification would also address water quality standards that must be maintained, specifically regarding turbidity, and possibly others.

California Coastal Commission – Coastal Development Permit

The proposed program is located within the Coastal Zone under the jurisdiction of the California Coastal Commission (CCC). The Coastal Act requires each local jurisdiction along the coast to prepare and submit for state certification a Local Coastal Program (LCP) for that portion of its area located within the specified Coastal Zone. The LCP consists of two parts – (1) the Land Use Plan, which contains goals and regulatory policies and (2) a set of Implementing Ordinances. Currently, the cities of Encinitas, Coronado, and Imperial Beach all have certified LCPs. The city of Solana Beach does not have a certified LCP. Accordingly, the cities of Encinitas and Imperial Beach have local authority to issue coastal development permits (CDPs) with an LCP certified by the CCC. The CCC retains permitting authority over "sovereign lands" and for submerged lands that are typically seaward of the mean high tide line. The location of the mean high tide line varies substantially by season and due to prior beach replenishment actions. For the cities of

Encinitas and Imperial Beach, a CDP would be required from the CCC for the area seaward of the MHT and from the local jurisdiction for the area landward of MHT. In the City of Solana Beach, the CCC issues a single CDP. However, the CCC is currently reviewing a Draft LCP submitted by the City of Solana Beach in May 2007. In the City of Coronado, the Hotel del Coronado and the Coronado Shores are under the City's jurisdiction but appealable to the CCC. The remainder of the area is under direct CCC Coastal Permit jurisdiction.

City Approval of MND and Local Authorization

As indicated, the cities of Encinitas, Solana Beach, Coronado, and Imperial Beach are acting as co-lead agencies for the purpose of preparing the environmental document within these jurisdictions. In addition, each jurisdiction is committed to enforce applicable mitigation measures as identified.

A Caltrans encroachment permit would need to be obtained by the City of Encinitas for use of the Park-n-Ride lot. This encroachment permit would contain conditions to ensure the number of trucks and the loads would not result in damage to the pavement.

Regional General Permit 67 (RGP 67)

RGP 67 may be useful in streamlining the permitting process for beach nourishment projects. All applicable agencies, aside from USACE, would issue permits as outlined above. The SCOUP Plan is not inconsistent with the use of this regional general permit.

II. ENVIRONMENTAL SETTING:

This section includes information on the shoreline of San Diego County, littoral cells in the County, the existing setting for each receiver site and associated haul routes, and surrounding land uses. Each of the receiver sites is a sandy beach exposed to the Pacific Ocean.

Regional Setting

The shoreline is a valuable asset to the residents, environment, and economy of San Diego County. The beaches and seacliffs are natural features which define the region. Many of the beaches and bluffs have been steadily eroding. In addition projected trends of continued beach loss have been evaluated. In 1993, the Shoreline Preservation Strategy for the San Diego region was adopted by the SANDAG Board of Directors. The Shoreline Preservation Strategy proposes an extensive beach building and maintenance program for the critical shoreline erosion problem areas in the region and includes a comprehensive set of recommendations on the beach building program and implementation. The proposed project continues the goals and efforts set forth in the Shoreline Preservation Strategy.

Littoral Cells

A coastal segment that contains a complete sedimentation cycle is defined as a littoral cell. Bounded on one side by the landward limit of the beach and extending seaward beyond the area of breaking waves, a littoral cell is the region where wave energy dissipates. This is the dynamic interface between the ocean and the land. Littoral cells are physically interconnected; occurrences in one part of a littoral cell would ultimately have an impact on other parts. Located along the coast of San Diego County, there are three littoral cells that cycle sand on and off the beaches. These three littoral zones off of the San Diego region include the southern half of the Oceanside Littoral Cell, the Mission Bay Littoral Cell, and the Silver Strand Littoral Cell. The receiver sites are located within two of these littoral cells, the Oceanside and Silver Strand littoral cells.

The Oceanside Littoral Cell stretches from Dana Point in Orange County south to La Jolla and includes the shorelines of the cities of Oceanside, Carlsbad, Encinitas, Solana Beach, Del Mar, and San Diego. In general, the Southern Oceanside Littoral Cell is characterized with the presence of reefs. The Encinitas and Solana Beach receiver sites are located within the Southern Oceanside Littoral Cell. The Silver Strand Littoral Cell extends from south of the international border to the Zuniga Jetty at San Diego Bay and includes the shorelines of the cities of Imperial Beach and Coronado. The Silver Strand Littoral Cell is typically distinguished by the presence of sand in comparison to other littoral cells. The Coronado and Imperial Beach receiver sites are located in the Silver Strand Littoral Cell.

Receiver Sites

City of Encinitas

The City of Encinitas is located approximately 25 miles north of downtown San Diego along the Pacific Coast. Figure 2 illustrates the Moonlight footprint between A Street and D Street with the access point at the western terminus of Encinitas Boulevard (B Street). The Moonlight receiver site is located at the toe of bluffs, which are lined with oceanfront homes at the top. There are no structures located on the beach aside from the lifeguard tower and headquarters. Figure 2 also illustrates the Batiquitos footprint located west of Carlsbad Boulevard and south of the lagoon inlet.

As mentioned, a sand resource location identified is the existing flood control detention basin on the west side of Saxony Road, between La Costa Avenue and Quail Hollow Drive in an area that is surrounded by residences and undeveloped land with natural vegetation. A potential stockpile location would be the City's Public Works facility located on Calle Magdalena, however, the City of Encinitas has not determined if this site would serve as a stockpile location.

The staging area would be located in the Moonlight Beach parking lot and near the restrooms. The City of Encinitas would coordinate with the Parks and Recreation Department regarding this staging area. Another potential staging area would be the Park-

n-Ride lot located immediately east of I-5 along the north side of La Costa Avenue adjacent to Batiquitos Lagoon.

The proposed haul route would travel in highly urbanized areas. Residential use is located along Saxony Road and Poinsettia Lane. As mentioned, the segment of La Costa Avenue along the haul route runs adjacent to Batiquitos Lagoon. Residential and business development occurs along I-5, Coast Highway 101/Carlsbad Boulevard, and the segment of Encinitas Boulevard towards Moonlight Beach.

City of Solana Beach

The City of Solana Beach is located approximately 22.5 miles north of downtown San Diego along the Pacific Coast. As shown in Figure 3, the footprint would be within the city boundaries with an emphasis on the area south of Fletcher Cove. The receiver site is located at the toe of bluffs lined with oceanfront homes. There are no structures located on the beach aside from the concrete access ramp, lifeguard towers, and a few staircases for public and private beach access from the top of the bluffs. The staging areas would be located in the Distillery parking lot across from Fletcher Cove and potentially the Fletcher Cove parking lot.

The proposed haul route would travel through developed areas of Solana Beach. Residential and business development occurs along I-5, Coast Highway 101, and the segment of Lomas Santa Fe Drive towards Fletcher Cove. In addition, there are a number of schools located along Lomas Santa Fe Drive or off of side streets. Access along Via de la Valle would be bound by businesses and the Del Mar Racetrack to the south and a mixture of businesses and residences to the north.

City of Coronado

The City of Coronado is located approximately 5 miles south of downtown San Diego along the Pacific Coast. Figure 4 shows the North Reach and South Reach between NAS North Island and the Naval Amphibious Base. The Hotel del Coronado and oceanfront apartments/condominiums line the back of the beach. Ocean Boulevard runs adjacent to the beach and there are residences located across the street from the beach. The beach facilities and life guard towers are the only current structures located on the beach.

The proposed haul route would include mixture of business and residential development along 4th Street, Ocean Drive, Ocean Boulevard, Orange Avenue, and Avenida del Sol in Coronado. Beach access points at Ocean Drive and Avenida del Sol, Ocean Place and Ocean Boulevard, and Third Street to Alamenda Boulevard to Ocean Boulevard are all primarily located in residential areas, (single-family homes, apartments, or condominiums) and within close proximity to the Hotel del Coronado.

City of Imperial Beach

The City of Imperial Beach is located approximately 12.5 miles south of downtown San Diego along the Pacific Coast. As shown in Figure 5, the footprint would be located between Imperial Beach Boulevard and the southern end of Seacoast Drive. Oceanfront homes line the back of the beach. The Imperial Beach Fishing Pier extending from Evergreen Avenue are the only structures located on the beach along with some portable lifeguard towers. The staging area would be located within a heavily urbanized area in the Port of San Diego parking lots near Dahlia Avenue and Elkwood Avenue.

The proposed haul route for trucks would traverse an area of concentrated urban development in Imperial Beach along Coronado Boulevard, Imperial Beach Boulevard, and Palm Avenue. Sea Coast Drive supports a mixture of business and commercial development as well as residences.

III. ENVIRONMENTAL ANALYSIS:

See Initial Study checklist.

IV. DISCUSSION:

See Initial Study checklist.

V. RECOMMENDATION:

On the basis of this initial evaluation:

( ) The proposed project would not have a significant effect on the environment, and a NEGATIVE DECLARATION should be prepared.

(x) Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section IV above have been added to the project. A MITIGATED NEGATIVE DECLARATION should be prepared.

( ) The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT should be required.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agricultural Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology/Soils
☐ Hazards & Hazardous Materials	☐ Hydrology/Water Quality	☐ Land Use/Planning
☐ Mineral Resources	☐ Noise	☐ Population/Housing
☐ Public Services	☐ Recreation	☐ Transportation/Traffic
☐ Utilities/Service Systems	☐ Mandatory Findings of Significance	

EVALUATION OF ENVIRONMENTAL EFFECTS:

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS - Would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒

No Impact. Views to the Pacific Ocean would not be affected by the proposed project. Views are protected by the Local Coastal Programs for the cities of Encinitas, Coronado, and Imperial Beach and their General Plans, as well as the underlying Coastal Act policies which apply to the City of Solana Beach. The proposed beach replenishment project would place sand on existing beaches or offshore below the water, which would have a beneficial aesthetic effect as the existing eroded beaches gain sand cover. Replenished beach height would not block views for surrounding areas. The proposed replenished beach height, width, and length is comparable to and compatible with underlying and surrounding beach areas. Opportunistic beach sand is expected to be similar to the color of the existing beach sand. Any contrast with existing beach material would be eliminated over time by wave action, sun exposure, and seasonal mixing. A potential stockpile location would be the City's Public Works facility located on Calle Magdalena, however, the City of Encinitas has not determined if this site would serve as a stockpile location. Visual presence of loading, hauling, and depositing sand as well as the equipment utilized for spreading the sand is considered temporary and short-term. This transportation already occurs with opportunistic sand being taken to landfills or a constructions site, whereas the proposed project would change the destination. Therefore, no impacts on scenic resources within a scenic vista would occur.

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒

No Impact. The proposed beach fill sites, Saxony detention basin, or potential stockpile site are not located along or near a designated state scenic highway (Caltrans 2004). However, the haul route for the beach fill site in the City of Coronado would utilize a portion of State Route 75 (Silver Strand Boulevard), which is designated as a state scenic highway. The haul route is a selection of existing roadways which are currently heavily traveled by motorists daily. The addition of trucks for implementing the proposed project would not create a new visual resource and the use of the selected haul route is consistent with the current traffic. The use of the haul route by the trucks would not damage or alter the existing viewshed along the state scenic highway and surrounding areas. Therefore, no impacts on scenic resources within a state scenic highway would occur.

c. Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed beach replenishment project would not degrade the existing visual character or quality of the area. A beneficial aesthetic effect would occur as the existing eroded beaches gain sand cover. Therefore, no impacts on the existing visual character or quality of the site and its surroundings would occur.

d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

No Impact. The proposed beach replenishment project involves placing sand on the beach fill sites and does not propose any new development. It would not result in the exposure of people to permanent new sources of light or glare. All construction equipment would operate during normal weekday working hours so no nighttime construction lighting would be installed, with the potential exception of Solana Beach. However, the placement site for Solana Beach is located at the toe of the bluffs and not directly visible to the residences located at the top of the bluffs.

II. AGRICULTURAL RESOURCES - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agricultural and farmland. Would the project:

a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of	☐	☐	☐	☒

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
the California Resources Agency, to non-agricultural use?				

No Impact. The proposed beach fill sites are located on the beach or in the nearshore, which are not mapped or designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. The haul routes would utilize existing paved roadways through urban areas. The Saxony detention basin site in the City of Encinitas located along Saxony Road is a concrete-lined flood control detention basin. A potential stockpile location would be the City's Public Works facility located on Calle Magdalena, however, the City of Encinitas has not determined if this site would serve as a stockpile location. Therefore, no conversion of farmland to non-agricultural uses would occur.

b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒

No Impact. The proposed beach fill sites and the Saxony detention basin and the potential stockpile location in the City of Encinitas are not zoned for agriculture use or conflict with Williamson Act contract.

c. Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of farmland to non-agricultural use?	☐	☐	☐	☒

No Impact. The proposed beach fill sites and the Saxony detention basin and the potential stockpile location in the City of Encinitas are not used for farmland. Beach nourishment would not be associated with agriculture conversion. In addition, no agricultural uses are located in the adjacent areas surrounding the proposed beach fill sites, Saxony detention basin, and the potential stockpile location.

III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒

No Impact. The proposed beach replenishment project is placement of sand on the beach at the different beach fill locations. The project haul routes utilize existing paved roadways traversing through highly urbanized areas. Temporary impacts would occur during the implementation of the proposed beach replenishment project, but no significant source of stationary or mobile air pollutants would occur. No new trips in the region would be generated as the opportunistic sand material would otherwise be brought to a landfill or a construction site instead of the beach. Therefore, there would be no conflict or obstruction with applicable air quality plans.

b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

Less Than Significant Impact. Material transport and earthmoving activities associated with construction of the beach fill would result in some air emissions. The typical regional sources of O_3, NO_2, and CO are automobiles and other on-road vehicles. O_3 is formed by the reaction of volatile organic compounds (VOC) and oxides of nitrogen (NO_x), which are combustion products from gas and diesel engines. The major sources of PM_{10} are construction, demolition and dust from paved and unpaved roads. However, the trucking associated with the proposed project would not introduce any new traffic. This transportation already occurs with opportunistic sand being taken to landfills or a constructions site, whereas the proposed project would change the destination. The emissions would also be characteristic of a temporary earthmoving operation with a short hauling distance.

The beach environment is characterized by wet sand, which has minimal potential for aolian (wind) transport and generally does not disperse a far distance in the atmosphere. There are no applicable CEQA emission standards for wind-borne dust in the San Diego Air Basin, so no standards would be exceeded. Although the proposed project primarily involves the conveyance of sand and associated disturbance activities, the sand would be quite moist and the potential for dust generation would be very low. Activities on dry sand would be limited to mobilization at each site and crew access, which would both be of relatively short duration.

c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒

No Impact. The proposed beach replenishment project would not result in a discernible long-term net increase of any criteria pollutant. Material transport and earthmoving activities associated with construction of the beach fills and truck haul trips may cause emissions that would temporarily exceed standards but would not result in a cumulative considerable net increase of criteria pollutants or contribute to shifting the number of overall trips in the region.

d. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐

Less Than Significant Impact. It is likely that some children, the elderly, and those suffering from respiratory problems may reside in the vicinity of the beach fill sites, Saxony detention basin, or the potential stockpile location within the City of Encinitas. During construction, their exposure to contaminants in the air may be slightly greater in these locations than at other locations within the area. Construction equipment would be used to deliver and distribute the sand during the designated time periods and working hours as identified as part of the project. It is assumed that a wheeled bulldozer or loader would be used for sand placement with occasional support from a forklift. Although the proposed project primarily involves the conveyance of sand and associated disturbance activities, the sand would be quite moist and the potential for dust generation would be very low. Activities on dry sand would be limited to mobilization at each site and crew access, which

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

would both be of relatively short duration. As discussed in Item III(b), each City commits to particular construction measures to minimize the affects to adjacent residences. These impacts are not considered significant because of the short-term nature of the implementation activity and the relatively low incremental increase in emissions.

e. Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

Less Than Significant Impact. The proposed project is placement of sand on the beach or in the nearshore. The haul routes utilize existing paved roadways traversing through highly urbanized areas. No odor-producing production or industrial activities would occur. Operation of trucks and construction equipment during construction of each beach fill may cause air emissions that generate standard odors associated with these emissions. Although some odors associated with the combustion of various fuels may result from equipment operation, these odors tend to dissipate rapidly in the atmosphere, would exist temporarily, and are not considered significant.

IV. BIOLOGICAL RESOURCES - Would the project:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☒	☐

Less Than Significant Impact (for Encinitas, Solana Beach, and Imperial Beach). The Saxony detention basin site for the City of Encinitas is currently a concrete-lined flood control detention basin utilized by the City to collect runoff for capture and deposition of sediment. The City control downstream water quality by use of this basin and it provides a collection location for materials from other detention basins. The detention basin location would not affect the sensitive species using the adjacent vegetation areas any differently than current operations. The potential stockpile location at the City's Public Works facility located on Calle Magdalena is developed and paved so there would be no direct impacts to threatened and endangered species. However, the City of Encinitas has not determined if this site would serve as a stockpile location.

As noted in the RBSP EIR/EA and the USACE in their Public Notice for a Beach Nourishment RGP, the Southern California coastal environment is known habitat for three key species identified as threatened or endangered under the Endangered Species Act: the California least tern, the California brown pelican and the western snowy plover. The information summarized below is taken from the Biological Assessment for the RBSP (KEA Environmental 2000) and the resultant Biological Opinion (USFWS 2000).

California brown pelicans are common along the coast throughout the year, especially within 12 miles of shore but regularly out to 100 miles. They nest in colonies on the Channel Islands and on the Coronado Islands. They feed by diving into the water for fish within three feet of the surface, or surface feeding while swimming. Least terns also forage for fish, typically in areas with water less than 60 feet in depth. They nest colonially on beaches.

They prefer beaches that are undisturbed, sparsely vegetated, flat areas with loose, sandy substrate. Few beach nesting areas remain and they can now be found in varied habitats ranging from mudflats to airports. Snowy plovers forage on invertebrates in the wet sand and amongst the surf-cast kelp in the inter-tidal zone; in the hot dry sand above the high tide; on saltpans; and along the edges of salt marshes and salt ponds. Snowy plovers have a tendency to nest very near and within least tern colonies.

Along the San Diego coast, least tern and snowy plover nests tend to be located at lagoon and river mouths, but terns forage in the water while plovers forage on the land. The closest western snowy plover and California least tern nesting locations are located at San Elijo Lagoon, near Batiquitos Lagoon on the east side of Coast Highway 101, NAS North Island and the Tijuana Estuary. Least terns and possibly snowy plovers are located on the Silver Strand on the Naval Amphibious Base. During nesting season, least tern foraging typically occurs in an area within approximately 2 miles of the colony. Snowy plovers tend to avoid foraging in areas of high human activity.

Sandy beaches are used by snowy plovers for breeding, resting, overwintering, and foraging. Snowy plovers forage on marine invertebrates in the intertidal and on marine invertebrates and insects associated with tide-cast vegetation (e.g., kelp debris that washes ashore). Snowy plovers forage both above and below the high tide line, but not while these areas are covered with water. The receiver site closest to a known western snowy plover/California least tern colony in North County is the Batiquitos receiver site in Encinitas, although the colony is at the lagoon east of Coast Highway 101. The Coronado receiver site is within designated critical habitat for western snowy plover and discussed further below.

The proposed beach fill sites, with the exception of North Beach in Coronado, are routinely maintained by each city and with regular lifeguard patrols in vehicles and support high recreational usage. Therefore, it may be expected that plovers would limit the use or not use these sites based on existing disturbance and conclude there would likely no impact. However, as noted in Section I, coordination with the resource agencies would determine if monitoring would be conducted during construction for the western snowy plover and the California least tern if placement is scheduled during the nesting season for these species, particularly at the Batiquitos receiver site and in Imperial Beach.

The proposed replenishment project would consist of temporary placement of fill which would result in short term increases in turbidity in the project vicinity. Turbidity would be expected to return to baseline very soon after discharge activities and not affect the water quality. Given the distances between the nesting colonies and the proposed sites, there would be no significant impact to foraging opportunities for terns or pelicans during the nesting season from a short term increase in turbidity. Further, the USACE Public Notice states that temporary turbidity increases would not effect prey populations supporting these species. Turbidity would be monitored during construction activities to ensure it does not exceed substantial levels above ambient for a long period of time. However, given the sensitivity of these threatened and endangered species, agency coordination would occur if placement were in breeding season.

Less Than Significant With Mitigation Incorporation (for Coronado). The project footprint at Coronado includes a 2,600-foot portion of western snowy plover critical habitat Subunit CA-27B, which extends approximately 0.6 miles (3,168 feet) from the boundary

with NAS North Island. The critical habitat area (North Reach) represents 35% of the 7,400-foot project site and 52% of the 5,000-foot wider beach area within the project site.

Survey data for Coronado municipal beach are limited, but recent surveys have not documented snowy plover use of the project area. The critical habitat designation was based on the following essential habitat features: a wide sandy beach with occasional surf-cast wrack supporting small invertebrates, wind-blown sand in dune systems immediately inland of the active beach face, and being adjacent to breeding and overwintering populations at NAS North Island.

No nest sites have been reported at the municipal beach. Nesting has been reported up and downcoast of the project area at NAS North Island, NAB Coronado, Silver Strand State Park, and Naval Radio Receiving Facility (NRRF). Surveys by the Navy indicate that the closest nest sites in 2001-2002 were approximately 2,000 feet (0.4 mile) upcoast and 1 mile downcoast of the project area boundaries; most nesting occurred > 0.5 mile upcoast and > 1 mile downcoast.

Powell (1996) reported highly seasonal use of Silver Strand State Beach in 1995 with limited nesting during the breeding season (4 nest sites and no nesting observed after Memorial Day when recreational beach use increased significantly), increased use during fall migration (mean of 28 to 49 birds), and relatively lower use in December (mean of 4.5 birds). During the peak recreational period, plovers were documented to move from Silver Strand State Beach to the Naval Amphibious Base. It was reported that snowy plovers appeared to be sensitive to human disturbance during the breeding season, but were tolerant of heavy human use during winter months.

Number of Snowy Plover Nests (and breeding birds) in the Project Vicinity

Location	Distance from Project Area	2000	2001	2002	2003	2004	2005	2006
Coronado Municipal Beach	0	0	0	0	0	0	0	0
NAS North Island	~ 0.1 to 1.8 mi upcoast*	4	13	26	31 (17)		(4)	10 (22)
NAB Coronado Ocean Beaches	0 to 3 mi downcoast**	37	34	57	59 (58)		0 (21)	18 (36)
NAB San Diego Bay Delta Beach	~ 1 mi downcoast	7	0	3	2		(0)	1 (2)
Silver Strand	> 3 miles						(5)	(9)
NRRF	> 4.5 mi downcoast	1	2	13	9			3

Note: blank = no information *Nest sites located ≥ 0.4 mi upcoast, ** nest sites located ≥ 1 mi downcoast. Sources: Conkle and Burr 2003 (nest records 2000-2003), FR 2005 (breeding birds 2003), USFWS unpublished (2005-2006 breeding bird and nest data)

No overwintering snowy plovers were observed during winter surveys in 2003-2004 and 2004-2005. Most overwintering birds have been observed further up and downcoast, primarily in areas where nesting occurs during the breeding season.

Summary of Overwintering Snowy Plovers in the Project Vicinity

Location	Distance from Project Area	2003/2004	2004/2005	2005/2006
Coronado Municipal Beach	0	0	0	NS
NAS North Island	~ 0.1 to 1.8 mi upcoast	37	60	81
NAB Coronado Ocean Beaches	0 to 3 mi downcoast	60	86	123
NAB San Diego Bay Delta Beach	~ 1 mi downcoast	321	14	0
Silver Strand	> 3 miles		3	23
NRRF	> 4.5 mi downcoast	34	0	17

Note: NS = not surveyed, blank = no information Sources: USFWS unpublished (2003-2006 data), 1FR 2005

b. Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? ☐ ☒ ☐ ☐

Less Than Significant With Mitigation Incorporation. As discussed in the RBSP EIR/EA, the intertidal habitat is predominantly sand. Nearshore habitats include sand and for some sites important sensitive habitat, including high and low relief vegetated reefs with key indicator species such as giant and feather boa kelp, large sea fans, sea palms, and surfgrass may occur offshore. Fill placement location restrictions would avoid direct impacts to sensitive reef habitats and placement volume restrictions at or below volumes used during the RBSP would ensure no significant indirect impacts to nearshore sensitive habitats and resources. For Coronado and Imperial Beach where nearshore placement may be considered, nearshore surveys would be conducted prior to placement to confirm the absence of sensitive reefs and/or important fisheries resources (e.g., clam beds). If Pismo clam beds are present during visual observation, the relative density would be determined and specific mitigation measures would be implemented. The boundaries of the receiver site may be adjusted to avoid significant impacts; sparse occurrence of Pismo clams would not indicate presence of core populations.

c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, and other means? ☐ ☐ ☐ ☒

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

No Impact. The proposed project is placement of sand on the beach and in the nearshore. The haul routes utilize existing paved roadways traversing highly urbanized areas. The beach fill sites are sandy beaches and for the City of Encinitas, the potential stockpile site is an existing paved City Public Works facility, and the Saxony detention basin site is an existing concrete-lined detention basin. No federally protected wetlands exist within the project area; therefore, no impacts would occur from the project.

d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐

Less Than Significant With Mitigation Incorporated. The proposed project is placement of sand on the beach and/or in the nearshore. The haul routes utilize existing paved roadways traversing highly urbanized areas. Most sedentary or slow-moving marine animals within the footprint area would be killed from burial and construction. However, direct impacts would not be significant due to the rapid recolonization of the habitat and the absence of sensitive species (SANDAG 2000). In addition, the project restricts placement during the spring-summer invertebrate recruitment season to avoid repetitive placement of materials at any particular location within the receiver site to enhance recovery and to minimize impacts to invertebrate populations after placement. Sand throughout the beach profile at the receiver sites would be sampled and tested to compare pre-project conditions with post-project conditions to confirm that beach sand grain size is remaining consistent with pre-project natural sand grain sizes for maintaining suitable habitat for intertidal fauna, California grunion, and shorebirds.

California grunion spawn on sandy beaches in the San Diego region between early March and late August during middle-of-the-night spring high tides. Their eggs incubate in the sand and hatch in approximately 2 weeks when the next spring high tide occurs. Grunion have the potential to be affected by beach replenishment if eggs are buried by fresh material, thus preventing the eggs from hatching. While grunion are not listed as threatened or endangered, a monitoring program has been designed to minimize impacts to this managed fish species. Monitoring will confirm presence/absence of this fish species during the breeding season. If results are negative, then the sand placement activity can continue with no further restrictions.

If grunion are present, then a mitigation approach is necessary to avoid significant impact. If grunion are found to occur within the project area, then:

- the location of the grunion would be mapped and number present would be estimated (e.g., by Walker Scale),
- the monitor would communicate monitoring results to the resource agencies the day following the survey and agree upon an action,
- If the number is substantial, then placement would be modified to either adjust the footprint upshore or downshore, or redirect all sand placement above the spring high tide line,
- If the number were not substantial, then the activity may proceed.

The results of all grunion monitoring and resulting adjustments would be reported. It should be noted that during monitoring conducted for the RBSP, grunion were identified on 10 occasions. When grunion were estimated on the order of 3,000 or more (even up to 45,000) site adjustments were made. When grunion were estimated on the order of less than 10 to just over 400 fish, the footprint was not modified.

Regionally, the California spiny lobster (*Panulirus interruptus*) is an important commercial species in terms of value and one of the top species hunted by recreational divers. As noted in the USACE's Public Notice for the beach nourishment RGP, beach fill projects could have indirect impacts to lobster if surfgrass or hard bottom habitat is impacted. However, the proposed replenishment project has been designed to avoid direct impact to surfgrass or important hard bottom habitat and to minimize indirect impacts to their habitat by use of placement and volume restrictions at or below levels found not to have a significant impact during the RBSP.

e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒

No Impact. The proposed project would not conflict with any local policies or ordinances protecting biological resources because there are no applicable ordinances at any of the beaches or the City of Encinitas' potential stockpile site and the Saxony detention basin.

f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Communities Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

No Impact. The proposed project would not conflict with provisions of an adopted Multiple Habitat Conservation Program or other approved local, regional, or state habitat conservation plan because the proposed beach sites are not within any adopted conservation plan.

V. CULTURAL RESOURCES - Would the project:

a. Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	☐	☐	☐	☒

No Impact. There are no known historical resources at the proposed beach fill sites or the City of Encinitas' potential stockpile site and Saxony detention basin. Therefore, no adverse change in the significance of a historical resource would occur.

b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☐	☐	☒

No Impact. There are no known archaeological resources at the proposed beach fill sites, the potential stockpile site, or the Saxony detention basin. The beach environment is continually evolving with natural sand onshore-offshore processes, which are not conducive to preserving intact archaeological sites. The sand material that is deposited from runoff

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

would occur in an existing flood control detention basin (Saxony detention basin) that is concrete-lined and would not involve subsurface excavation at this proposed location or the potential stockpile site at the City of Encinitas' Public Works facility. Any excavation at the source would be addressed by applicable CEQA evaluation at that location; therefore, no adverse change in the significance of an archaeological resource would occur.

c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

No Impact. There are no known paleontological resources or unique geologic features in the area of the proposed beach fill sites, Saxony detention basin, and potential stockpile site. The project would not result in subsurface excavation that may impact buried resources. Therefore, a paleontological resource or site or unique geologic feature would not be directly or indirectly destroyed.

d. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

No Impact. There are no known human remains at the proposed beach fill sites, Saxony detention basin, and potential stockpile site. Due to the constantly shifting nature of the beach, human remains are not a possibility. There would not be a subsurface excavation at any of the proposed beach fill sites, the Saxony detention basin, and the potential stockpile location. Therefore, human remains, including those interred outside of formal cemeteries, would not be disturbed.

VI. GEOLOGY AND SOILS - Would the project:

a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒

No Impact. According to the Alquist-Priolo Earthquake Fault Zoning Map, none of the proposed beach sites are located near a known fault. The nearest known active fault is the northern extension of the Rose Canyon fault located approximately 8 miles to the west (offshore). However, Rose Canyon fault branches into various faults with the Coronado Fault branch in the City of Coronado crossing the southern parking lot of the Hotel del Coronado (Kleeman 2006, personal communication). This fault is active and crosses the project site. The proposed project is placement of sand on the beach and temporary storage of material at the flood control detention basin along Saxony Road and potentially the Hall Property. There are no known active or potentially active faults within these areas. The proposed project would not result in the exposure of people or property to fault ruptures

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

because no development is proposed. Therefore, there would be no substantial adverse effects due to a fault rupture.

ii) Strong seismic ground shaking?	☐	☐	☒	☐

Less Than Significant Impact. The proposed project would not result in, or expose people to, seismic ground shaking beyond the conditions that currently exist throughout the region. This exposure is the general exposure that all persons in southern California experience because of the high seismic activity level of the region. The proposed project would replenish the beach sand at the beach fill sites and would not create a substantially increased exposure to seismic activity because no development is proposed.

iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐

Less Than Significant Impact. No development is proposed. Potential liquefaction is primarily limited to valley bottoms and shoreline areas. Exposure of people to seismic ground failure, including liquefaction, may occur at the project site but would not increase beyond existing conditions because the project would only add sand to an existing beach, not new structures.

iv) Landslides?	☐	☐	☐	☒

No Impact. The proposed project would not be located in potential landslide areas and does not propose any development; therefore, people or buildings would not be exposed to landslides.

b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒

No Impact. The proposed project is intended to help remedy existing erosion at the proposed beach fill sites. Seasonal cross-shore movement would transport the fill material offshore in the winter and back onto the beach in the summer. In addition, the longshore transport changes direction seasonally. In the Oceanside littoral cell, longshore movement is generally north in the summer and south in the winter. In the Silver Strand littoral cell, the longshore pattern is generally the opposite. Seasonal loss of the beach would occur from the natural littoral process. The project would result in minor changes to topography and ground surface relief features at the beach fill sites identified, Saxony detention basin, and the potential stockpile site, but in an insignificant and potentially beneficial manner.

c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒

No Impact. The proposed beach fill sites, Saxony detention basin and potential stockpile site are not located on a geologic unit or soil that is unstable. These beach fill sites are located within a potential liquefaction area, but the proposed project would not change this

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

existing condition nor construct new buildings that would house more people. No other type of unstable soil condition exists or would be created by the project.

d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒

No Impact. The proposed beach fill sites are sandy beaches with no soil cover. Expansive soils are not documented to exist at beach fill sites, nor would they be created by the project. Therefore, the proposed project would not create risk to human life or property due to expansive soils.

e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

No Impact. The proposed project would not include any septic tanks or alternative waste disposal systems. Therefore, the proposed project would not have any impacts due to the use of septic systems or alternative wastewater disposal systems at the proposed beach fill sites or the potential stockpile site at the City of Encinitas' Public Works facility. The Saxony detention basin site along Saxony Road already exists as a flood control basin.

VII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:

a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒

No Impact. No hazardous substances would be transported to the sites, from the sites, used on the sites, or disposed of on the sites. Any potential source material that is found to be contaminated would not be used for beach nourishment. Therefore, the proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒

No Impact. They only type of hazardous materials associated with opportunistic sand placement would be conventional types of fuels to power equipment and trucks. Containment for potential leaks and spills from construction equipment are addressed as a project design feature. Depending on the characteristics of the project from which the opportunistic sand would be obtained, containment of potential hazards would be addressed with the preparation of an SPCCP, or SWMP or SWPPP as detailed in the project description. Therefore, no component of the proposed project would contribute to an existing hazard or create a new hazard.

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒

No Impact. There are three existing schools located within 0.5 mile of the proposed beach fill site, stockpile locations, and haul routes for the City of Encinitas.

- Capri Elementary School is located at 941 Capri Road
- Paul Ecke – Central Elementary School is located at 185 Union Street south of Leucadia Boulevard, north of Encinitas Boulevard, and east of Coast Highway 101
- Pacific View Elementary School is located at 608 Third Street west of Coast Highway 101 and south of Encinitas Boulevard.

There are seven existing schools located within 0.5 mile of the proposed beach fill site and haul routes for the City of Solana Beach.

- Solana Beach Elementary School is located at 309 N. Rios Avenue east of Coast Highway 101 and north of Lomas Santa Fe Drive
- Skyline Elementary is located at 606 Lomas Santa Fe Drive between Coast Highway 101 and I-5
- SB Presbyterian Pre-School is located at 120 Stevens Avenue near Skyline Elementary
- Earl Warren Middle School is located at 155 Stevens Avenue near Skyline Elementary
- Santa Fe Christian School Santa Fe is located at 838 Academy Drive west of I-5 and south of Lomas Santa Fe Drive
- Montessori is located at 1010 Solana Drive west of I-5 and south of Lomas Santa Fe Drive
- St. James Academy is located at 623 Nardo Avenue between Lomas Santa Fe Drive and Via del la Valle and east of Coast Highway 101.

There are five existing schools located within 0.5 mile of the proposed beach fill site and haul routes for the City of Coronado.

- Coronado Village Elementary School is located at 600 6th Street northwest of Orange Avenue and south of 4th Street
- Coronado High School is located at 650 D Avenue northwest of Orange Avenue and south of 4th Street
- Coronado Middle School is located at 911 7th Street northwest of Orange Avenue and south of 4th Street
- Sacred Heart is located at 706 C Avenue east of Orange Avenue.
- Christ Church Day School is located at 926 C Avenue east of Orange Avenue

There are 11 existing schools located within 0.5 mile of the proposed beach fill site and haul routes for the City of Imperial Beach.

- West View Elementary school is located at 525 Third Street north of Palm Avenue and west of State Route 75.

- Bayside Elementary School is located at 490 Emory Street north of Palm Avenue and east of State Route 75.
- Mar Vista High School is located at 505 Elm Avenue north of Imperial Beach Boulevard.
- Imperial Beach Elementary School is located at 650 Imperial Beach Boulevard.
- St. James Lutheran School is located at 866 Imperial Beach Boulevard.
- Central Elementary School is located at 1290 Ebony Avenue north of Imperial Beach Boulevard west of I-5.
- Oneonta Elementary School is located at 131110th Street south of Imperial Beach Boulevard.
- Emory Elementary School is located at 1915 Coronado Avenue.
- Mendoza Elementary School is located at 2050 Coronado Avenue.
- Mar Vista Elementary School is located at 1267 Thermal Avenue.

Although there are schools located within 0.5 mile from the beach fill site and the haul routes, the proposed project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste, except for conventional types of fuels to power equipment and trucks. Therefore, the project would have no potential effect on any nearby school related to hazardous material exposure.

d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒

No Impact. The proposed beach fill sites, Saxony detention basin, and potential stockpile site are not located on a hazardous materials site and, therefore, would not create a significant hazard to the public or the environment.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒

No Impact. The proposed beach fill sites are not located within 2 miles of a civilian airport or in an airport land use plan; however, the beach fill site for the City of Coronado is immediately south of North Island Naval Air Station and the Imperial Beach site is located less than a mile west of the Imperial Beach Naval Auxiliary Landing Field. The proposed project is not anticipated to utilize, transport, or dispose of hazardous materials or involve hazardous actions as discussed in items VII (a) and (b). Implementation would not result in a safety hazard for people residing or working in the project area as residents and recreationalists already visit these sites.

f. For a project within the vicinity of a private airstrip, would the project result in a safety	☐	☐	☐	☒

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
hazard for people residing or working in the project area?				

No Impact. The proposed beach fill sites are not located within 2 miles of a private airstrip. The proposed project is not anticipated to utilize, transport, or dispose of hazardous materials or involve hazardous actions as discussed in items VII (a) and (b), and therefore, would not result in a safety hazard for people residing or working in the project area.

g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒

No Impact. Material transport as part of the proposed project would follow designated haul routes capable of conveying the traffic, while maintaining access for emergency response and evacuation. Activity would occur in the beach or nearshore where adequate circulation and access is provided to address emergency response. Therefore, project implementation would not interfere with an emergency response plan or emergency evacuation plan.

h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

No Impact. The proposed beach fill sites, Saxony detention basin, and the potential stockpile location are not located in wildland fire areas.

VIII. HYDROLOGY AND WATER QUALITY - Would the project:

a. Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐

Less Than Significant. By definition, all proposed sand sources would be clean, beach-quality sand material and beneficial for the environment and public. As part of the process, any potential material would be tested to verify that the material meets the criteria. Testing would consider chemical composition, trash, color, and percent sand.

Turbidity would only occur via natural wave interaction with design options that utilize dry opportunistic material. The design method utilizing the slurry mixture would affect turbidity, however, no devices to reduce turbidity are anticipated to be necessary, because the activity would occur in the naturally turbid zone. As previously described, turbidity would be monitored by an observer from a high vantage point (likely lifeguard tower) for beach berm placement and for nearshore placement during each day of construction. The observer would map and photograph the extent of turbidity and if ambient conditions are substantially exceeded for more than 5 days, then modifications would be instituted.

b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in	☐	☐	☐	☒

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				

No Impact. The proposed project would not require any use of groundwater or interfere with groundwater recharge in any way.

c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒

No Impact. The purpose of the project is to place sand on the proposed beach fill sites, which would help reduce existing erosion problems and is intended to minimize future erosion.

d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	☐	☐	☒	☐

Less Than Significant Impact. The proposed project would not modify a stream or increase the amount of impervious surface. However, the beach fill sites in the cities of Encinitas and Solana Beach may have an affect on the coastal processes at nearby lagoon mouths, specifically San Dieguito Lagoon and San Elijo Lagoon. There is the potential for sand to travel up and down the coast and impact the tidal flushing which occurs at the mouth of the lagoons. An increase in the amount and frequency of sand placement would influence tidal flushing at the lagoon mouths. Although sand placement has been identified in Encinitas at the Batiquitos site, the footprint location is far enough south from the Batiquitos Lagoon mouth and the amount of sand to be placed at this site would likely not large enough to discernibly effect Batiquitos Lagoon. In addition, lagoon mouths are monitored constantly by their owners and actively maintained. Impacts from this project could only occur if all North County sites received their maximum allowable quantity of sand in the same year, and more likely over a succession of years. Any other condition would not lead to the possible degree of sedimentation that would necessitate lagoon mouth monitoring. Should all the receiver sites be filled to maximum capacity in a given year and the lagoon mouths were determined by their owners to have been impacted, the proponents shall negotiate to contribute their fair share to the clearing of the lagoon mouths during subsequent routine maintenance.

(1) San Dieguito Lagoon Inlet Impacts

Depending on the quantity, time period of placement, and time of year, sand from the proposed program could potentially affect the condition of the mouth to San Dieguito

Lagoon. The lagoon is actively being restored and the inlet must remain open perpetually to maintain quality of habitat. Lagoon restoration would increase the tidal prism significantly and lead to a more stable inlet channel by tidal flushing. However, that project is expected to require periodic clearing of the inlet channel as maintenance if tidal flushing cannot keep the entrance clear (San Dieguito JPA, 2000). Sand quantities anticipated to be removed as part of this maintenance are 16,000 cubic yards per event, with the frequency unknown and dependent on regular monitoring. As the existing longshore sediment transport rate in the vicinity of the mouth is 1,000,000 cubic yards of sand per year, an extremely small percentage (less than 1.6%) is expected to deposit within the lagoon mouth requiring removal. The natural rate of variability of this longshore transport rate is approximately 50% based on climatic fluctuations.

This program would result in a maximum of 300,000 cubic yards per year of sand to be placed within the same littoral cell (150,000 cubic yards per year each at beach fill sites for Solana Beach and Encinitas) and could thus potentially affect the lagoon mouth. Sand from Encinitas is not anticipated to reach the lagoon mouth in any discernible quantity as it would effectively disperse throughout the littoral zone over the 10-mile distance between the placement site and the lagoon. Sand from the Encinitas placement site is thus assumed to not be a discernible contributor to lagoon mouth sedimentation. Sand placed at Solana Beach could eventually deposit at the lagoon mouth increasing the maintenance requirement.

Sand from Solana Beach may increase the sedimentation rate at the lagoon mouth by a maximum amount of up to 15% for five years from existing conditions, assuming the maximum annual quantity of 150,000 cubic yards is placed, the existing rate of longshore transport is 1,000,000 cubic yards per year, and all the sand reaches the lagoon mouth. This incremental rate of sedimentation may not be discernible using existing survey techniques. This rate also falls within the natural variability of longshore transport and would be extremely difficult to separate from ambient conditions at the time of an inlet survey.

Tidal inlets with a given tidal prism and flushing capability are more able to remain stable and flush sediment from their channels if the rate of sedimentation is gradually increased over time, rather than when large pulses of sand are added to the system over short time periods. The SANDAG RBSP project added 146,000 cubic yards of sand to Solana Beach and 177,000 cubic yards of sand to Del Mar (total of 357,000 cubic yards) in the vicinity of the inlet over a very short time frame (months). The lagoon was not restored at that time and its tidal flushing capability was poor, and impacts to the opening were identified. However, this proposed opportunistic project would effectively add a maximum possible total of only approximately 150,000 cubic yards of sand per year to the vicinity at a time when the lagoon has been restored and would possess greater capability to flush sediment and remain stable. Qualitatively the proposed project is not anticipated to cause discernible impacts to the condition of the lagoon entrance. If however, lagoon owners identify a perceived increase in sedimentation from expected conditions and attribute it to the proposed project, then adverse, but less than significant impacts can occur to the lagoon mouth. In response, the City of Solana Beach can reduce their annual placement quantities of sand on the beach to keep impacts to less than significant.

The City of Solana Beach expects individual projects to be small in quantity (2,000 to 5,000 cubic yards per month) for an annual total of between 24,000 and 60,000 cubic yards of sand to be added per year. This low quantity of sand is not expected to cause a perceptible impact

on the lagoon mouth after it disperses throughout the littoral zone between the placement site to the lagoon mouth.

In addition, longshore sediment transport in this area is bi-directional with northward transport in summer and southward transport in winter which could further reduce possible sedimentation at the Lagoon.

The City of Solana Beach shall obtain and review lagoon mouth monitoring data from the monitoring entity associated with the lagoon restoration project as it becomes available and would monitor the shoaling rate in comparison with their placement operations to identify any potential effects on that rate from the proposed project. If a discernible increase in lagoon shoaling occurs coincident with any medium to larger-sized projects (over 50,000 cubic yards) that can be attributed to the program (separate from other environmental conditions), the City of Solana Beach would reduce quantities of individual placement operations to no more than 25,000 cubic yards as part of any single project and consider reducing quantities further to prevent any discernible effects from their program. If different from the 25,000 cubic yard threshold proposed above, the appropriate maximum quantity can be determined from monitoring data.

(2) San Elijo Lagoon Impacts

Maintenance occurs regularly to open the mouth of San Elijo Lagoon. The proposed project would incrementally increase the quantity of sand in the longshore transport system and the longshore transport rate. Sand from both Solana Beach and Encinitas beach fill sites may eventually disperse and move toward San Elijo Lagoon. This project proposes maximum placement of up to 300,000 cubic yards of sand per year at both sites combined. Sand from placement activity is not anticipated to reach the lagoon mouth in any discernible quantity as it would effectively disperse throughout the littoral zone over the 2-mile distance between the placement site in Solana Beach and the 2.5-mile distance between the placement site in Encinitas. The distances from the placement sites to the lagoon entrance are sufficient for substantial dispersion of sediment to occur throughout the littoral zone prior to reaching the lagoon mouth; however, same incremental quantities of sand may reach the lagoon mouth from these projects.

The existing longshore sediment transport rate is 1,000,000 cubic yards per year and this rate might generally increase by up to 30% over five years from this project at maximum volumes in every location. The natural variability of the existing rate is approximately 50%, so the increase from this project is within the range of natural variability.

Quantities of sand excavated from the lagoon mouth for maintenance are less than 5,000 cubic yards per event. As such, the proposed project would not measurably increase quantities removed from the inlet mouth, nor would the frequency of maintenance be discernibly affected.

The SANDAG RBSP placed up to 465,000 cubic yards in the same vicinity of the lagoon mouth over a very short time frame with 108,000 cubic yards of sand being placed on the beach approximately 2,000 feet directly south of the lagoon mouth. Impacts from that project to the lagoon mouth did not occur at that time and no additional dredging was necessary. Any impacts from an incremental increase in sand delivery to this lagoon mouth

would be less than significant and would not result in an increase in the frequency of dredging or amount of dredging beyond that current requirement.

(3) Batiquitos Lagoon Impacts

Maintenance occurs between bi-annually to annually at the shoals within internal basins of Batiquitos Lagoon, but has not been effective at removing much of the sand. As such, the lagoon experiences tidal muting from constriction of tidal flows, but habitat is still of high quality and value. CDFG is responsible for the maintenance and plans to implement more effective maintenance over time. The proposed project would incrementally increase the quantity of sand in the longshore transport system and the longshore transport rate. Sand from the Encinitas beach fill sites may eventually disperse and move toward Batiquitos Lagoon. This project proposes maximum placement of up to 150,000 cubic yards of sand per year within the City, with one placement site located approximately 1,500 feet south of the lagoon. As net longshore sediment transport is to the south at this location, the distance from the placement sites to the lagoon entrance are sufficient for substantial dispersion of sediment to occur throughout the littoral zone prior to reaching the lagoon mouth. However, incremental quantities of sand may reach the lagoon mouth from these projects, particularly during seasonal reversals in longshore sediment transport, but impacts would be less than significant.

The existing longshore sediment transport rate is 1,000,000 cubic yards per year and this rate might generally increase by up to 15% over five years from this project. The natural variability of the existing rate is approximately 50%, so the increase from this project is within the range of natural variability. Quantities of sand excavated from the lagoon mouth for maintenance are typically less than 25,000 cubic yards per event because problems have occurred during dredging operations, however the target dredging quantities are recommended to be approximately 110,000 cubic yards every three years (Moffatt & Nichol 2003). Dredged sand is placed on the beaches immediately adjacent to the lagoon mouth, closer than the nearest proposed placement site at Encinitas and will, therefore, impact the lagoon more than any sand placed in Encinitas. Also, the existing sedimentation rate at the lagoon is much lower now than immediately after construction because its capacity to receive sand is reduced due to significantly shoaling, so less sand enters the lagoon than previously occurred due to this reduced inward draw. Finally, the maximum sand quantity proposed for placement downcoast is only a small fraction of the natural variation in longshore sand transport, and may consist of up to 25% fines (thereby reducing its effective volume by one-fourth to 90,000 per year at the Batiquitos site). As such, the volume of sediment that could enter from the proposed project would not measurably increase quantities removed from the existing shoals, nor would the frequency of maintenance be discernibly affected.

The SANDAG RBSP placed up to 406,700 cubic yards in the same vicinity of the lagoon mouth (from South Carlsbad through Leucadia) over a very short time frame with 117,000 cubic yards of sand being placed on the beach approximately 1,000 feet directly south of the lagoon mouth. Impacts from that project to the lagoon mouth did occur and may have been associated more with combined cumulative effects of the upcoast placement of 158,000 cy at South Carlsbad, 225,000 cy at North Carlsbad, and the 117,000 at Batiquitos Beach rather than the sole impact of sand from Batiquitos Beach. Regardless, SANDAG paid $226,000 into a fund to the CDFG for additional maintenance dredging. Similar impacts are not anticipated from the proposed project because the cumulative quantity of sand placed in the vicinity of the lagoon mouth is smaller and the placement is downcoast with no upcoast

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

component. The CDFG performs surveys of the lagoon shoal volume and can discern whether significant increases in shoaling occur after beach fill projects at Encinitas, although the probability that such an event would occur and be attributable to this program is extremely low. Any impacts from an incremental increase in sand delivery to this lagoon mouth would be adverse, but less than significant. If any incremental shoaling were to occur, any contribution from this program would be an immeasurable.

e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒

No Impact. The proposed project would place sand on the proposed beach fill sites and would not alter the direction, quantity, or quality of stormwater runoff.

f. Otherwise substantially degrade water quality?	☐	☐	☒	☐

Less Than Significant Impact. There is the potential for any activity at the beach to result in turbidity. As previously discussed and in item VIII(a), turbidity would be monitored. The intent of monitoring is to collect data to refine project design, including comparison of turbidity plumes associated with different sand materials and different placement techniques. If turbidity plumes are extensive or fail to dissipate, then the project would be modified to reduce turbidity to acceptable levels. Modification could include having longer delay between delivery of sand loads or modification of the discharge design. This potential impact would be avoided through the monitoring program.

g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒

No Impact. The proposed project would not involve housing.

h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒

No Impact. The proposed project would not involve structures.

i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒

No Impact. The project may offer added protection from the 100-year flood hazard area since the project would raise and widen the existing beaches. Therefore, the project would not expose people or structures to a significant risk of loss, injury, or death from flooding.

j. Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

No Impact. Implementation of the proposed project would not result in the increased exposure of people or property to seiche, tsunami, or mudflow. All coastal locations are potentially exposed to tsunamis and the project would not change this existing condition. It may offer greater protection for oceanfront residences if the beach is wider. No lakes or bays exist for a creation of a seiche condition and the project would not affect this situation.

IX. LAND USE AND PLANNING - Would the project:

a.	Physically divide an established community?	☐	☐	☐	☒

No Impact. Existing oceanfront residences are located adjacent to the proposed beach fill sites. All of these homes would receive direct or indirect benefit from increased beach width. No physical barriers would be constructed. The project would neither disrupt nor divide any established community.

b.	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

No Impact. The Saxony detention basin site along the west side of Saxony Road is designated for Rural Residential (RR-1). However, this detention basin is an existing concrete-lined flood control detention basin. The proposed project would involve disposal of some of the already captured material at the beach instead of a landfill or construction site. The project is consistent with applicable land use designations and zone ordinance.

The proposed beach fill sites are public beaches and the proposed beach replenishment project is consistent with this designation. No change of land use on the subject property or on adjoining properties is anticipated as a result of the proposed beach replenishment project. The project is consistent with the Coastal Act to place suitable excess fill on the beach.

c.	Conflict with any applicable habitat conservation plan or natural communities conservation plan?	☐	☐	☐	☒

No Impact. The proposed project would not conflict with any applicable habitat conservation plan or natural community conservation plan because the project beach fill, potential stockpile location, and the Saxony detention basin are not located within any of these conservation areas.

X. MINERAL RESOURCES - Would the project:

a.	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒

No Impact. The proposed project would make use of a valuable resource (e.g., beach quality sand) that may otherwise be lost forever in a landfill. Once placed in the beach

system, this resource would be part of the natural littoral system and would benefit all the residents of the Oceanside and Silver Strand littoral cells. In addition, source material for opportunistic sand is not considered as a commercially extractable mineral resource.

b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

No Impact. Mineral resource recovery sites have not been identified within the project sites nor are they delineated in any of the General Plans for the four cities as a locally important mineral resource recovery site.

XI. NOISE - Would the project result in:

a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒

No Impact. The applicable noise standards for construction noise and construction hours relative to the proposed beach fill sites are as follows:

- City of Encinitas: 7:00 a.m. to 7:00 p.m. Mondays through Saturdays (Noise Abatement and Control Ordinance No. 9.32.410)
- City of Solana Beach: 7:00 a.m. to 7:00 p.m. Mondays through Fridays and 8:00 a.m. to 7:00 p.m. on the weekends (Noise Abatement and Control Ordinance No. 7.34.100)
- City of Coronado: 7:00 a.m. to 7:00 p.m. Mondays through Fridays (Municipal Code, Noise Abatement and Control Chapter 41.10)
- City of Imperial Beach: 7:00 a.m. to 10:00 p.m. Mondays through Fridays (Municipal Code, Noise Abatement and Control Chapter 9.32.020).

The proposed project would only occur on the weekdays during the allowed hours. The City Engineer may permit operations outside of these limits if not detrimental to health, safety or welfare. The maximum construction noise limit is 75 dBA[6] for all four cities.

During truck deliveries and sand placement, the principal noise generators would be construction equipment and the pumps associated with the nearshore placement. Two small submersible pumps would be required: one to pump seawater inland to a couple of portable hoppers or containers (like Baker tanks) on the beach and another in the hopper to pump the slurry to the ocean. Trucks would dump their loads into the water-filled hopper and leave. The pumps would be up to 50 horsepower diesel engines and these engines typically have a noise level of 70 dBA at 50 feet. Electric ones are suitable if connections are available. In

[6] Noise levels are measured and expressed in decibels (dB). Noise levels weighted to the A noise scale to filter out frequencies not audible to the human ear are written dBA.

addition, pumps utilized for the nearshore placement/slurry mixture would incorporate noise buffers (i.e., sand berm, small structure, etc.).

Specifically regarding snowy plover and California least tern nesting sites, the maximum construction noise limit for the City of Encinitas and the City of Coronado is 75 dBA and construction noise is anticipated to occasionally exceed 75 dBA. However, a maximum hourly noise levels would be expected to be on the order of 65 dBA. At a distance of 200 feet, a decrease of 10 to 12 dBA would be anticipated. Therefore, noise levels would not be expected to exceed ambient levels at known snowy plover nest sites, which have been located ≥ 2,000 ft from the project area. Similarly, no adverse noise impacts would be expected at California least tern nesting sites, which occur more than 1 mile from the project area

When working closest to the homes, construction noise would be anticipated to occasionally exceed 75 dBA, but maximum hourly noise levels would be expected to be on the order of 65 dBA. The peak construction noise would be a diesel engine under load, sounding the backup alarm near a residence. While the ambient noise levels are in the mid 60s dBA, the difference in character from the ambient surf noises would be noticeable. As the work would move away from any individual receptor, the noise level would decrease and at a distance of 200 feet, a decrease of 10 to 12 dBA would be anticipated. Thus, at any individual residence the hourly noise level would not exceed the 75 dBA guide used by other jurisdictions and the construction noise would vary in loudness as the material is spread up and down the beach. The impact would be less than significant.

b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐

Less Than Significant Impact. The proposed beach replenishment project may result in a temporary increase in groundborne vibration and noise levels during construction, but this effect may be noticeable but should not be significant. This type of construction operation has occurred at other residential beaches in the past and has been acceptable due to its temporary condition and relatively low-level of disturbance.

c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒

No Impact. The proposed project would not result in construction of a permanent noise generating facility. By definition, the activity would only occur during the construction period and involve trucks hauling fill material and conventional construction equipment (e.g., bulldozers, scrapers, front-end loaders) spreading that material. Therefore, the project would not cause a permanent increase in ambient noise levels in the project vicinity above existing levels at any of the proposed beach fill locations.

d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐

Less Than Significant Impact. Sensitive noise receptors for the beach fill site in the City of Encinitas include single and multi-family residences that are adjacent to the beach at the north end. The southern-most residence is nominally at beach level, with a porch adjacent to the receiver site. There is rip-rap protection approximately 10 feet high and eight feet deep at these residences. At the south end of the fill area, there is a day use park on a bluff approximately 20 feet above the beach level, and residences to the east of the park, on the east side of Moonlight Lane. Noise measurements taken in 1999 for the RBSP EIR/EA analysis indicated a level between 65 and 68 dBA during the day and nighttime noise levels at the residences closest to the beach were estimated to be between 67 and 68 dBA.

The stockpile location is located in a rural residential area south of La Costa Avenue along Saxony Road. The nearest residences are located on the slopes east of Saxony Road further south. The potential stockpile location is located adjacent to a residential area, commercial area, and I-5. It is not anticipated that the residences would experience a substantial increase in ambient noise levels due to this project.

Sensitive noise receptors for the beach fill site in the City of Solana Beach include single and multi-family residences that are located at the top of the bluffs approximately 80 feet above the beach. No noise measurements were taken in 1999 for the RBSP EIR/EA analysis due to lack of access, however, noise levels were estimated to be between 63 and 66 dBA.

Sensitive noise receptors for the beach fill site in the City of Coronado include single and multi-family residences as well as a hotel. Receiver sites in Coronado were not analyzed in 1999 for the RBSP EIR/EA, however, it is assumed the noise levels are estimated to be the same as Imperial Beach with the periodic occurrence of jets flying overhead.

Sensitive noise receptors for the beach fill site in the City of Imperial Beach include single and multi-family residences that are east of the beach and rip-rap slope with setbacks. No noise measurements were taken in 1999 for the RBSP EIR/EA analysis due to lack of access, however, noise levels were estimated to be between 65 and 67 dBA as the conditions are similar to other coastal residential sites such as Encinitas.

The proposed project would have no significant long-term noise impacts upon the environment.

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

No Impact. The proposed beach replenishment project is not located within an airport land use plan or within two miles of a civilian public airport. However, the beach site for the City of Coronado is located less than a mile from North Island Naval Air Station and the beach site for the City of Imperial Beach is located less than a mile west of the Imperial Beach Naval Auxiliary Landing Field. The sound of military aircraft are typically heard for these locations. The proposed project would replenish eroded beaches. People residing or working in the project area already experience the noise associated with nearby airports and the beach nourishment activities would not result in excessive noise levels.

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

No Impact. The proposed beach replenishment project is not located within the vicinity of a private airstrip. Item XI(e) discusses the exposure of people residing or working in the project area to existing noise levels.

XII. POPULATION AND HOUSING - Would the project:

a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and business) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒

No Impact. The proposed project is placement of sand on the beach and the use of sand material collected at an existing flood control detention basin. The project haul routes utilize existing paved roadways traversing through highly urbanized areas. No development is proposed. Therefore, the project would not induce substantial population growth either directly or indirectly.

b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

No Impact. Although there are residential homes adjacent to the proposed beach fill sites, the proposed project would merely replenish the adjacent beach. The project would not displace any housing necessitating the construction of replacement housing elsewhere.

c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

No Impact. The proposed project would merely replenish eroded beaches and would not permanently displace any people. However, during construction the pilot site would have to be temporarily closed to beach patrons. There are several miles of suitable beach adjacent to all the beach fill sites, so this would not be a significant impact.

XIII. PUBLIC SERVICES

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?	☐	☐	☐	☒

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

No Impact. No development is proposed; therefore, the project would not impact public services. Approval of the proposed beach replenishment project would have no effect upon or result in the need for new or altered fire-protection service.

Police protection?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed project would not impact public services. Approval of the proposed beach replenishment project would have no effect upon or result in the need for new or altered police protection services.

Schools?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed project would not impact public services. No new school facilities would be required if the proposed beach replenishment project is approved, because no increase in school-age children would occur.

Parks?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed project would not impact public services. Approval of the proposed beach replenishment project would have no effect upon or result in the need for additional park areas, however, it is a benefit to pubic recreation as these beaches are parks.

Other public facilities?	☐	☐	☐	☒

No Impact. The proposed project would not place a substantial demand on other public services. This enhanced beach would fall within the normal beach maintenance for each city.

XIV. RECREATION

a.	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐

Less Than Significant Impact. The proposed project would not cause an increase in the use of existing neighborhood and regional parks, as it is not a development project. During construction of the project, the active construction areas of the placement sites would be closed, creating a temporary minor adverse impact on the availability of existing recreational beach opportunities during the construction phase. Temporary closures of the beach working area would occur during construction, but several miles of other city beaches would be available for public use. The beach fill sites are all currently used for various recreational activities including fishing, swimming, diving, surfing, and sunbathing. Once the beach fill sites have been replenished, recreational activities would resume and be enhanced as the recreational beach area at the site would increase, providing an improved recreation opportunity. The replenished beach would have a beneficial effect by creating additional beach area and maintaining recreational beach areas without causing physical deterioration of existing facilities.

Surfing occurs throughout all beach fill locations. Surfable wave peaks occur throughout all of the project area. The sites are rideable under all swell directions and tide conditions. They provide relatively moderate-quality surfing conditions with waves that vary in quality each day. Wave quality can range from excellent to poor depending on conditions. Surfing could potentially be impacted by:

1. Modification of existing sand bars and reefs by sand placement and deposition;
2. Access being denied during construction; and
3. Poor water quality caused either by turbidity generated during and after construction of the beach fills, or contaminants being released into the surfzone by the fill material.

Each potential impact is addressed below.

1. Modification of Existing Sand Bars and Reefs by Sand Placement and Deposition

The project could add a relatively small sand supplies to the system over long time frames thereby gradually changing bottom conditions at the sites. This impact could be adverse and significant if sand deposition caused waves to close out over a long period of time (weeks) rather than peak, or resulted in a perpetual shorebreak at the beach rather than a nearshore bar for waves to break over. Due to the expected low material quantity of individual projects, it would likely not create a long-term close-out or shorebreak condition. It may, however, cause such conditions over a temporary short-term period while the sand is naturally redistributed over the bottom, although that is not anticipated and has not been documented to occur from previous opportunistic sand projects.

The project may also result in potentially beneficial impacts to surfing by contributing sand to the nearshore that would be deposited in bars throughout the placement sites. More sand in the system provides material for enhanced sand bar formation and may result in larger or longer-lasting bars, and improved surfing conditions. Informal observations of SANDAG RBSP showed surfing conditions improved at each sand placement site after construction because of sand bar formation. Impacts would be less than significant and possibly beneficial.

To document any change to surfing conditions, a monitoring program would be instituted as previously described and monitoring would occur before and after construction was complete. This program would be of particular importance in the first few years of the pilot study to help determine how the various placement options and material types are reflected in the nearshore environment and how that affects wave quality for surfing.

2. Access Being Denied During Construction

Public access to the active construction sites would be denied during construction, but this restriction would be short term and temporary, with access being restored at completion of the project. Also, surfers would be able to access surfing sites by moving around the construction area and entering the water from either end. The water may not be closed by the Cities during construction, but the Cities have the discretion of closing off the sites to surfing if the safety of surfers could be affected during sand placement. Impacts would be less than significant.

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

3. Poor Water Quality Caused Either by Turbidity Generated During and After Construction of the Beach Fill, or Contaminants Being Released into the Surfzone by the Fill Material

By definition, the fill material would be clean and suitable. The proposed project would generate turbidity, but it is anticipated to be short term in duration and relatively localized. Surfers have many other options for surfing in similar wave conditions up and down the coast where project turbidity would not be noticeable. The impact would be less than significant.

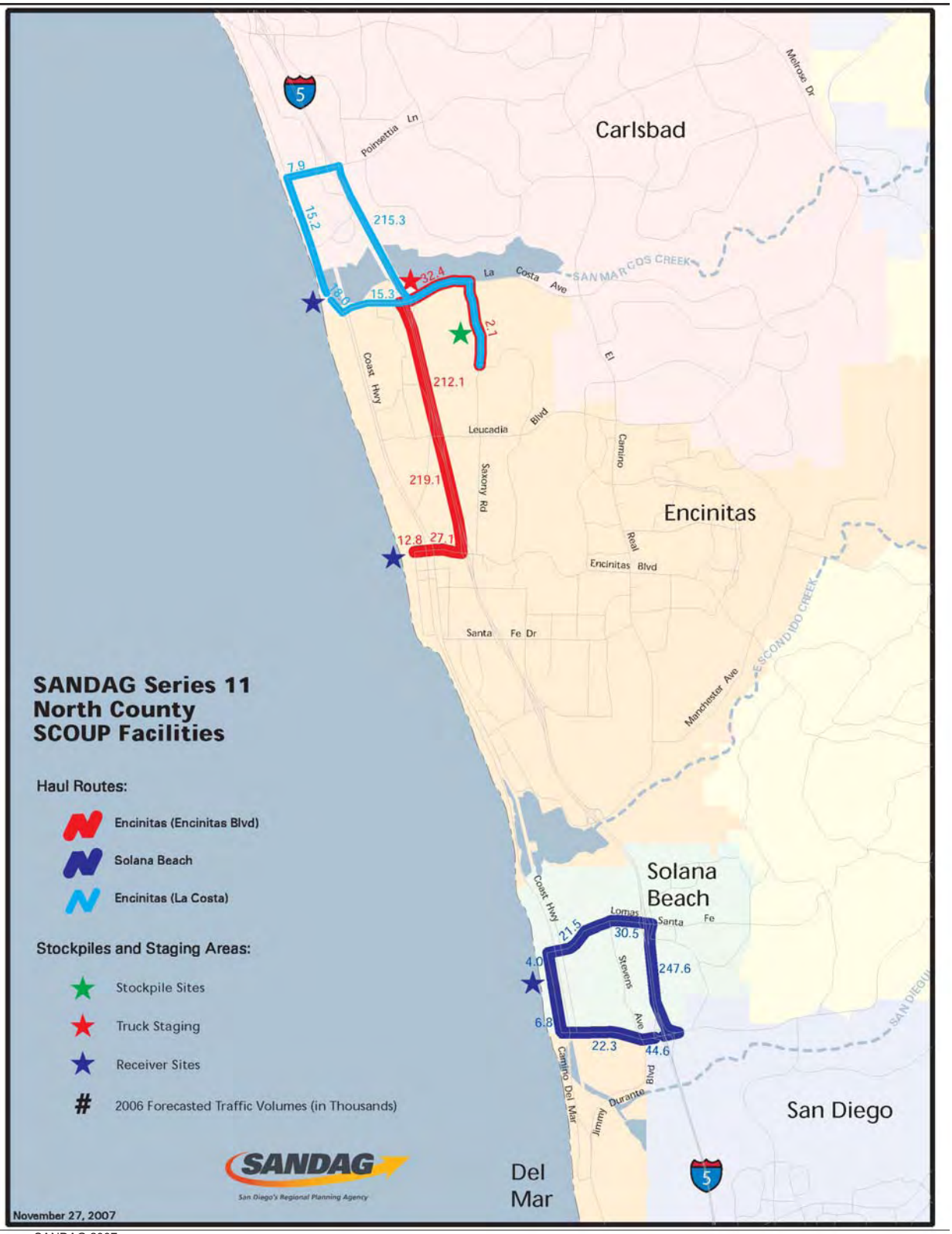
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐

Less Than Significant Impact. The proposed project would not include new development or require construction or expansion of existing recreational facilities and, therefore, would not have an adverse physical effect on the environment. It would increase the beach area, which may lead to beneficial effects and increased recreational usage of the pilot site.

XV. TRANSPORTATION/TRAFFIC - Would the project:

a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	☐	☐	☒	☐

Less Than Significant Impact. The project would result in a temporary increase in vehicular traffic when beach fill material is hauled to the site. Trucks hauling the fill material would be limited to the each city's designated truck route roadways. The proposed project would result in a temporary increase in vehicular movement along the associated roadways when material is hauled to the site. Existing 2006 traffic volumes and future 2030 traffic volumes for associated roadway segments for each city are summarized below. The project ADT values are based upon the calculated trips in Tables 3 and 4, which assumes the shortest average time between truck trips to allow for the worst-case scenario. Figure 21 (Encinitas and Solana Beach) and Figure 22 (Coronado and Imperial Beach) illustrate the 2006 forecasted traffic volumes for each city.



Source: SANDAG 2007

0 500 Feet

Figure 21
Traffic Data for Encinitas and Solana Beach

Source: SANDAG 2007

Figure 22
Traffic Data for Coronado and Imperial Beach

City of Encinitas

Street Segment	2006 ADT	2006 LOS	2030 ADT	2030 LOS
Saxony Road				
Quail Hollow Drive. – La Costa Avenue	2,050	A	3,084	A
La Costa Avenue				
Saxony Road – Piraeus Street	32,445	C	36,460	C
Piraeus Street – Northbound I-5 ramps	31,759	C	38,350	C
Northbound I-5 ramps – Southbound I-5 ramps	21,769	B	31,133	B
Southbound I-5 ramps – Sea Breeze Court	15,306	A	20,938	B
Sea Breeze Court – Sheridan Lane	15,306	A	20,938	B
Sheridan Lane – Vulcan Avenue	12,959	A	18,363	B
Vulcan Avenue – Carlsbad Boulevard	13,885	B	19,455	C
Carlsbad Boulevard				
La Costa Avenue – Avenida Encinas	17,955	B	22,508	B
I-5 Southbound				
I-5 southbound La Costa Avenue on-ramp (La Costa Avenue – I-5)	4,404	B	7,804	C
I-5 southbound La Costa Avenue on-ramp – I-5 southbound Leucadia off-ramp	104,986	E	109,789	E
I-5 southbound Leucadia off-ramp – I-5 southbound Leucadia on-ramp	100,875	E	102,436	E
I-5 southbound Leucadia on-ramp – I-5 southbound Encinitas Boulevard off-ramp	107,402	F	109,902	F
I-5 southbound Encinitas Boulevard off-ramp (I-5 – Encinitas Boulevard	5,659	B	6,789	B
I-5 Northbound				
I-5 northbound La Costa Avenue on-ramp (La Costa Avenue – I-5 northbound)	6,067	B	8,011	C
I-5 northbound La Costa Avenue on-ramp – I-5 northbound Poinsettia Lane off-ramp	109,088	F	110,951	E
I-5 northbound Poinsettia Lane off-ramp (I-5 northbound – Poinsettia Lane)	10,018	C	12,990	C
Encinitas Boulevard				
I-5 southbound Encinitas Boulevard off-ramp – Shopping Center Driveway	27,103	C	34,072	C
Shopping Center Driveway – Vulcan Avenue	25,538	C	32,561	C
Vulcan Avenue – Coast Highway 101	22,666	C	27,408	D
Coast Highway 101 – 4th Street	12,786	C	16,664	E
Poinsettia Lane				
I-5 northbound ramps – I-5 southbound ramps	24,922	A	31,459	B
I-5 southbound ramps – Avenida Encinas	21,820	B	26,306	B
Avenida Encinas – Carlsbad Boulevard	7,945	A	9,505	A
Carlsbad Boulevard				
Poinsettia Lane – Ponto Drive	15,178	B	19,37	B
Ponto Drive – Avenida Encinas	14,642	B	18,383	B
Avenida Encinas – Batiquitos Lagoon	17,955	B	22,508	B

Source: SANDAG 2007.

As previously identified in Table 3, the proposed maximum of 63 daily truck trips would not substantially increase the overall ADT volume on these segments. This is based upon the maximum total of 150,000 cy per year for a project duration of 30 weeks and assuming 5 working days out of each week for approximately 8 hours each day.

City of Solana Beach

Street Segment	2006 ADT	2006 LOS	2030 ADT	2030 LOS
Via de la Valle				
I-5 southbound ramps – Jimmy Durante	44,587	E	51,866	F
Jimmy Durante – Del Mar Downs	22,321	D	27,316	D
Del Mar Downs – Cedros Avenue	24,471	D	29,724	D
Cedros Avenue – Coast Highway 101	21,947	D	26,869	D
Coast Highway 101 – Sierra Avenue	6,840	A	8,975	B
Sierra Avenue				
Via de la Valle – Dahlia Drive	6,840	A	8,975	B
Dahlia Drive – Linda Mar Drive	4,175	A	4,752	A
Lomas Santa Fe Drive				
I-5 northbound ramps – I-5 southbound ramps	25,884	C	35,418	C
I-5 southbound ramps – Solana Hills	30,525	B	37,740	C
Solana Hills – Stevens Avenue	24,849	B	30,599	B
Stevens Avenue – Nardo Avenue	23,974	B	28,326	C
Nardo Avenue – Granados	21,516	B	26,395	C
Granados – Cedros	21,269	B	26,218	C
Cedros – Coast Highway 101	20,754	B	24,217	B
Coast Highway 101 – Sierra Avenue	4,650	A	6,339	B

Source: SANDAG 2007.

With the proposed project, truck traffic would be generated to deliver material from the point of origin to the receiver site. As previously identified in Table 3, the proposed maximum of 63 daily truck trips would not substantially increase the overall ADT volume on these segments. This is based upon the maximum total of 150,000 cy per year for a project duration of 30 weeks and assuming 5 working days out of each week for approximately 8 hours each day.

City of Coronado

Street Segment	2006 ADT	2006 LOS	2030 ADT	2030 LOS
Alameda Boulevard				
NAS North Island Main Gate – 5th Street	9,868	F	9,390	B
5th Street – 6th Street	9,802	F	9,411	B
6th Street – 7th Street	9,133	F	10,214	B
7th Street – 10th Street	7,495	F	9,325	B
10th Street – Olive Avenue	4,991	B	7,426	B
Olive Avenue – G Avenue	4,991	B	7,426	B
G Avenue – Ocean Boulevard	4,991	B	7,426	B
Ocean Boulevard				
Alameda Boulevard – Marina Avenue	3,699	A	7,868	B

Street Segment	2006 ADT	2006 LOS	2030 ADT	2030 LOS
Marina Avenue – NAS North Island Gate 5	3,699	A	7,868	B
Dana Place – F Avenue	11,675	C	17,137	C
Silver Strand				
Tarawa Road – Rendova Road	27,342	B	32,948	C
Rendova Road – Avenida de las Arenas	27,342	B	32,948	C
Avenida de las Arenas – Avenida Del Sol	33,031	B	39,266	C
Avenida Del Sol – Orange Avenue	30,087	C	36,310	D
Orange Avenue				
Silver Strand – Hotel Del Coronado	17,350	C	20,187	D
Hotel Del Coronado – Dana Place	18,386	C	21,326	D
Dana Place				
Orange Avenue – Ocean Boulevard	11,675	C	17,137	C

Source: SANDAG 2007.

As previously identified in Table 3, the proposed maximum of 42 daily truck trips would not substantially increase the overall ADT volumes on these segments. This is based upon the maximum total of 100,000 cy per year for a project duration of 32 weeks and assuming 5 working days out of each week for approximately 8 hours each day.

City of Imperial Beach

Street Segment	2006 ADT	2006 LOS	2030 ADT	2030 LOS
Coronado Avenue				
Hollister Street – Green Street	25,732	C	32,906	E
Green Street – Saturn Boulevard	23,605	C	28,449	E
Saturn Boulevard – 18th Street	29,281	D	31,882	D
18th Street – Thernal Avenue	26,593	D	28,661	D
Thernal Avenue – Atwater Street	26,843	D	30,379	D
Atwater Street – 15th Street	26,843	D	30,379	D
15th Street – Granger Street	21,728	B	23,829	C
Imperial Beach Boulevard				
Granger Street – Georgia Street	21,728	B	23,829	C
Georgia Street – 13th Street	19,533	B	21,594	C
13th Street – 12th Street	16,829	B	20,401	B
12th Street – Florida Street	17,410	B	21,179	B
Florida Street – 11th Street	18,275	B	20,528	B
11th Street – Emory Street	18,275	B	20,657	B
Emory Street – 9th Street	16,503	B	18,754	B
9th Street – Delaware Street	15,280	B	18,019	B
Delaware Street – Connecticut Street	16,154	B	18,960	B
Connecticut Street – California Street	15,439	B	18,153	B
California Street – 4th Street	12,468	B	14,020	B
4th Street – 3rd Street	9,326	B	10,144	B
3rd Street – 2nd Street	9,296	B	10,099	B
2nd Street – Seacoast Drive	5,796	B	6,676	B
Seacoast Drive				
Imperial Beach Boulevard – Encanto Avenue	2,352	A	2,922	A

Source: SANDAG 2007.

As previously identified in Table 3, the proposed maximum of 32 daily truck trips would not substantially increase the overall ADT volumes on these segments. This is based upon the maximum total of 75,000 cy per year for a project duration of 15 weeks and assuming 5 working days out of each week for approximately 8 hours each day.

Vehicles would follow designated truck routes to the project sites and flagmen would direct traffic as appropriate. The designated haul routes and required traffic control for each project and each area would be determined and approved by each City to minimize traffic impacts and may depend on the equipment proposed. Specifically, the City of Encinitas would coordinate with the City of Carlsbad to develop a traffic control plan for the haul routes identified for the Batiquitos site as a portion of the route is located within the City of Carlsbad.

The short-term, temporary nature of construction activities would result in less than significant impacts. Further, the cities may use the first 2 years of placement to evaluate the effect of material transport on the selected haul routes. If the transport results in undesirable traffic conditions, the cities may choose to redesign the project to reduce the same quantity at any single event, or increase the time between placement events. In addition, truck traffic is typically delivers material to the landfill generated from the point of origin (i.e., construction of a project), however, with the proposed project the truck traffic would be delivered to the respective receiver sites in each city.

b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒

No Impact. SANDAG prepares the Congestion Management Program (CMP) for the San Diego Region. I-5 is a CMP freeway and State Route 75 is a CMP highway according to the most recent 2006 CMP update (SANDAG 2006). No roadways identified for the proposed beach replenishment project is designated as a CMP arterial. The CMP requires an Enhanced CEQA review for all large projects that are expected to generate more than 2,400 ADT or more than 200 peak hour trips. Collectively the proposed project would, under conditions with the shortest average time between truck trips, generate 221 daily trips and 50 hourly trips under conditions with maximum truck trips. These anticipated truck trip generations are well below the threshold identified in the CMP. Therefore, a CMP review would not be required.

c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒

No Impact. The proposed beach replenishment project would not include changes to air traffic and is not located in an area that would affect or be affected by air traffic at any of the proposed beach fill sites. Therefore, it would not result in a change of air-traffic patterns or levels, or a change in location that results in substantial safety risks.

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d. Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐

Less Than Significant Impact. Vehicle transport of sand to the proposed beach fill locations may increase hazards along haul routes and at the beach site itself during construction due to conflict between people and trucks. The City would require the contractor to implement a traffic control plan with a system of signs and flagmen to prevent accidents while construction vehicles access and egress from the stockpile sites and at the pilot site. The traffic control plan would also consider the additional safety measures at the schools located within the vicinity of the haul routes (e.g., extra control at school crossings) to reduce potential hazards. Traffic control would reduce impacts to transportation and circulation to less than significant.

e. Result in inadequate emergency access?	☐	☐	☐	☒

No Impact. The proposed project would not block emergency access to the beach or access to nearby uses at any of the proposed beach fill sites. Adequate emergency access and access to surrounding areas would continue to be provided on public streets with the implementation of the project. A traffic control plan would be required for access to and from construction sites.

f. Result in inadequate parking capacity?	☐	☐	☐	☒

No Impact. The proposed project would not eliminate any parking. All hauling vehicles would be through-vehicles and would not be parked for long periods of time at the staging areas. Trucks used for sand grooming would be City-owned vehicles currently used for beach maintenance and would be parked in City lots.

g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☐	☒

No Impact. Implementation of the proposed project would not conflict with adopted policies supporting alternative transportation within any of the four cities. Existing pedestrian trails, bicycle routes, bus access, and other similar features would not be affected by the proposed project.

XVI. UTILITIES AND SERVICE SYSTEMS - Would the project:

a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed project would not impact utilities and service systems or exceed wastewater treatment requirements.

b. Require or result in the construction of new water or wastewater treatment facilities or	☐	☐	☐	☒

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
expansion of existing facilities, the construction of which could cause significant environmental effects?				

No Impact. No development is proposed; therefore, the proposed project would not impact utilities and service systems. No new demands for local or regional water or wastewater treatment would be created if the proposed project is approved. Any buried sanitary sewer outfalls would not be displaced by the proposed beach replenishment project. The sand would serve as additional cover to protect pipelines. The project would not involve the need for additional treatment or distribution systems, which could cause environmental impacts.

c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed project would not impact utilities and service systems. The proposed project would not necessitate new storm water drainage improvements. Sand placement around and near storm drain outlets would allow for proper drainage. The project would not involve the need for additional storm drainage.

d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed project would not impact utilities and service systems. No new demands on local or regional water supplies would be created if the proposed project is approved. The project would not require the need for new local or regional water supplies. Relatively small quantities of water may be needed at the sites for dust suppression, but the quantity would be incrementally small compared to use citywide or regionwide.

e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed project would not impact utilities and service systems. No new or increased demands for wastewater treatment would be created if the proposed project is approved. The project would not involve the need for increasing the capacity of wastewater treatment facilities.

f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed project would not impact utilities and service systems. The project would not involve the need for solid waste

Issues & Supporting Information Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

disposal. The project could have a beneficial effect to landfill capacity if material otherwise disposed of in a landfill were able to be used for beach nourishment.

g. Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

No Impact. No development is proposed; therefore, the proposed project would not impact utilities and service systems. The project would not involve the need for solid waste disposal and, therefore, does not alter the compliance with federal, state, and local statues and regulations related to solid waste.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐

Less Than Significant With Mitigation Incorporated. As discussed in Item IV(a), most sedentary or slow-moving marine animals within the footprint area would be killed from burial and construction. However, direct impacts would not be significant due to the absence of sensitive species and the rapid recolonization of the habitat.

Although grunion are not listed as threatened or endangered, a monitoring program is designed to minimize impacts to this managed fish species with monitoring of the beach if sand replenishment were to occur during the spawning season. This potential impact would be reduced to less than significant through the monitoring program.

In addition, Pismo clams may persist in localized areas as dense beds in both Coronado and Imperial Beach as they are known in the nearshore areas of these two sites. Divers would determine the presence/absence and, if present, the relative density of Pismo clam beds. If dense beds are found, the boundaries of the receiver site may be adjusted to avoid significant impacts; sparse occurrence of Pismo clams would not indicate presence of core populations. In addition, the surveys would provide opportunity to confirm absence of persistent, sensitive reef habitats, which are not expected offshore Coronado or Imperial Beach based on available information sources.

Snowy plover is a threatened species and coordination with USFWS would be necessary and monitoring during construction may be required to avoid significant impacts if construction is scheduled between March 1 and September 15. Similar to the 2001 RBSP, monitoring may include surveys to determine timing of nesting activity and/or presence of birds within project area.

California least tern and the California brown pelican may forage on fish outside the surf zone. Coordination with USFWS would be necessary and monitoring during construction may be required to avoid significant impacts if construction is scheduled monitoring between April 1 and September 15. Similar to the 2001 RBSP, monitoring may include observations of timing of nesting activity and the extent of turbidity plumes outside the surf zone where water transparency is reduced to less than 3 feet.

The project would not substantially impact habitat, populations, or range of plant or animal species. The project would not eliminate important examples of California history or prehistory because sensitive cultural resources are not present in the area of impact as discussed under Cultural Resources.

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐

Less Than Significant Impact. The RBSP served as a pilot project to monitor impacts of one large sand placement project along this coast. As that project resulted in no significant impacts, the opportunistic beach fill programs were designed to result in even smaller physical changes by limiting quantities and placement rates. Sedimentation with the proposed project would be less than the RBSP, thus reducing overall impacts.

In the last large project (RBSP), over 2 million cy were placed over several months. The RBSP placed up to 1.98 million cy of sand at 10 locations within the Oceanside littoral cell in one year and 120,000 cy in the Silver Strand littoral cell. These placements caused no significant environmental impacts as determined from 5 years of monitoring. These SCOUP programs would not exceed 150,000 cy each year, and substantially less in the first 2 years. Potentially significant impacts from implementation of the proposed projects would be mitigated to below a level of significance by mitigation measures and monitoring programs. None of the potential impacts identified would result in cumulatively significant impacts in either littoral cell. Cumulative impacts associated with the proposed beach replenishment project would be less than significant.

A wide variety of projects are proposed in coastal areas in both littoral cells and a list of past, present, and reasonably foreseeable projects is provided in Table 6. No significant, unmitigable environmental impacts have occurred from the past beach replenishment projects in either littoral cell.

Cumulative environmental impacts to coastal processes can occur from excessive sedimentation at sensitive nearshore and offshore habitat areas, and at lagoon mouths. Sedimentation occurs naturally at these locations, but sedimentation significantly above the norm and that causes sufficient stress to habitat to cause mortality is adverse and significant. Cumulative projects include opportunistic beach fill programs at Oceanside and Carlsbad (with limits of 150,000 cubic yards of sand per year each) and a potential project at Solana Beach and Encinitas by the U.S. Army Corps of Engineers (USACE).

This analysis conservatively assumes that all the opportunistic beach fill programs would occur simultaneously. The USACE project is not anticipated to occur with the five-year timeframe of this proposed project, so impacts from it are not included in this analysis. Sedimentation from this program would only be incrementally more than existing conditions and would not result in significant impacts.

Existing gross longshore sediment transport within the Oceanside Littoral Cell in the vicinity of the proposed placement sites is approximately 1 million cubic yards of sand each year, with net shoreline sediment transport being approximately 250,000 cy to 300,000 cy to the south. The variability of these rates are approximately 50% and depend on climatic conditions. This sediment transport condition is limited to sediment supply, as the potential for longshore sediment transport is greater than the actual rate within this cell.

The Silver Strand littoral cell extends over a 17-mile long coastal reach from the headland at the south end of the Playas de Tijuana, Mexico, to Zuniga Jetty located immediately east of the entrance to San Diego Bay. An effective sediment sink in this littoral cell is a shoal located adjacent to Zuniga jetty, where beach sand transported to the north along the Silver Strand beaches becomes impounded in the lee of Point Loma. Historical beach recession has occurred south of Coronado and at Imperial Beach. Sediment transport within the Silver Strand Littoral Cell is generally in a net northward direction. Net longshore sediment transport is to the north from 120,000 to 200,000 cy per year within this cell.

A maximum possible addition of up to 600,000 cubic yards of sand per year can be added to the system for four years if the four opportunistic beach fill programs at Oceanside, Carlsbad, Encinitas and Solana Beach occur concurrently and at maximum volumes. Programs at Oceanside and Carlsbad would begin up to one year ahead of those at Encinitas and Solana Beach because their environmental review is complete and permits are either secured or in process.

This addition to the existing longshore sediment transport rate of 1,000,000 cubic yards per year could increase sediment transport by a maximum of 60% for this first four-year period. The rate would only be increased by 48% over the fifth year if the Oceanside and Carlsbad programs are not reinitiated. The variability of the existing average is sufficiently broad at 50% that this increase can be considered to fall within this natural range of conditions. Also, the probability that all of the four programs would result in maximum sand placement each year is remote as opportunities have not yet been identified that would yield this much sand. If however this scenario did occur, monitoring required of this program would identify any potential impacts and would result in reduction of the impacts to levels of less than significant. Restrictions on placement rates, quantities, timing, and material grain size would serve to prevent impacts.

This project proposes placement of only 60% of the RBSP sand volume on an annual basis, but proposes this quantity over a longer time period. The more gradual application of sediment proposed to the coastal zone would result in more gradual and complete dispersion of sand throughout the entire littoral zone. This allows more gradual acclimation of the habitat to modified conditions for a lower degree of disturbance than would occur with one quick pulse of sand such as the RBSP.

No cumulative projects would occur within the Oceanside and Silver Strand littoral cells over the five-year project period so cumulative impacts would also be considered less than significant.

In a comment letter on the Draft MND, the State Lands Commission suggested that potential impacts associated with greenhouse gases (GHG) be evaluated consistent with the *California Global Warming Solutions Act* (AB 32). The CEQA Guidelines do not currently require a discussion of global climate change, nor are there any specific initial study checklist questions related to GHG. Further, there is no universally accepted threshold of significance or method of analysis. However, because the State Legislature and Governor have conveyed their view that global climate change poses a threat to the environment of California, it is appropriate to provide some qualitative evaluation of this issue in the Final MND. Because global climate change is the result of the aggregate GHG emissions from a wide variety of human activities throughout the world, it is most appropriate to evaluate this issue in the cumulative context.

Atmospheric GHG and clouds influence the Earth's temperature by absorbing most of the infared radiation rising from the Earth's sun-warmed surface that would otherwise escape into space. This process is commonly known as the Greenhouse Effect. The balance between incoming solar radiation and outgoing radiation from the Earth's surface and the atmosphere keeps the planet habitable. Several human-produced GHGs are responsible for increasing the Greenhouse Effect; primarily carbon dioxide (CO_2) but also methane, and nitrous oxide (N_2O). This has, in turn, led to a trend of warming of the Earth's average temperature. That warming has the potential to reduce the Sierra Nevada snowpack, increase saltwater intrusion, reduce the quantity and quality of yield in agricultural products, and possibly intensify the risk of wildfire (California Climate Change Center 2006). The increasing emissions of GHGs are related primarily to the burning of fossil fuels.

The proposed project involves transport of suitable aggregate material from an approved development site to the beach. That material would have been transported to a landfill or other disposal site regardless of this project. The change associated with the project is a change in ultimate destination and not any new transportation requirement. The GHG emissions associated with the transport would not be new, they would be redirected. Thus, the project would not result in cumulatively considerable contributions to GHG or global warming. It is possible that the beach disposal site would be closer than the landfill or other disposal option so the project could actually reduce GHG.

c. Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Less Than Significant Impact. No significant adverse effects are anticipated to occur to human beings, either directly or indirectly, if the proposed beach replenishment project is7 approved and implemented. Potentially beneficial impacts could occur to humans (e.g., recreation) and the environment (e.g., more sand habitat for shore birds) from this project.

Table 6
List of Cumulative Projects

Project	Jurisdiction	Description	Timing
Regional Beach Sand Project	Oceanside, Carlsbad, Encinitas, Solana Beach, Del Mar, San Diego, Imperial Beach	Dredged over 2 million cy of beach-quality material from 5 offshore borrow sites and replenished 12 receiver sites. Implemented 5-year monitoring program. Another RBSP project is being planned for between 2009 and 2011.	Spring/Summer 2001
U.S. Navy Homeporting Project	Oceanside, Del Mar and San Diego	As part of a project to dredge the North Island berthing area and the main navigation channel into San Diego Harbor, up to 5.5 million cy were permitted for beach nourishment at 11 receiver sites in the San Diego region. The project was discontinued in 1997 when munitions were found in the dredged material. Before termination, Oceanside received 102,000 cy of sand that was placed onshore. Approximately 170,00 cy were placed in the nearshore zone off Del Mar and 12,000 cy were placed in the nearshore off Mission Beach.	Ended October 1997
SCOUP Pilot Project	Oceanside	The City of Oceanside proposed to implement a pilot program, Sand Compatibility and Opportunistic Use Program (SCOUP) to provide CEQA clearance and permitting for opportunistic beach material. The proposed program involves up to 150,000 cy over a five year period. The CEQA document has been approved and permits are in progress.	CEQA completed and permits in progress.
Oceanside Harbor Maintenance Dredging	Oceanside	Oceanside Harbor is dredged annually by the USACE to maintain sufficient depth for boat traffic. Dredged material is typically disposed of by placing it on Oceanside beaches south of Tyson Street. The average amount of material placed on the beach is 175,000 cy. The most recent activity (Spring 2005) placed an estimated 260,000 cubic yards.	Annually in the spring
Oceanside Beach Hotel Project	Oceanside	This proposed project is anticipated to be submitted for approval and must complete the CEQA process. This replaces the Manchester Resort Project. Preliminary plans for the project include approximately 300 hotel rooms and 70 timeshare condos on two city blocks south of the Oceanside Pier. Some retail uses may also be developed.	Not yet scheduled
Buena Vista Lagoon Weir Replacement Project	Oceanside	The City of Oceanside has proposed to replace the existing weir at the mouth of the Buena Vista Lagoon located at the border of the cities of Oceanside and Carlsbad. The project would replace the existing 50 foot long weir with an 80- by 10-foot weir. The new weir design would decrease beach erosion downstream and increase flows through the mouth of the lagoon during storm events while maintaining the freshwater characteristic of the lagoon.	Sept. 2006
The Bandstand Sewer Lift Station Replacement	Oceanside	The proposed project would relocate the existing sewer lift station near the Oceanside Pier south to Tyson Park. The project would involve lift station construction, as well as extensive construction along the Strand for pipe installation.	Not yet scheduled
La Paz County Sand-for-Trash Pilot Program	Oceanside	This project involved an exchange of San Diego trash for Arizona sand. Solid waste was shipped to Arizona and the sand displaced was used to replenish San Diego regional beaches. Approximately 1,000 cy of sand were placed on the beach at the foot of Oceanside Boulevard. This project has been discontinued and no additional phases are planned.	March 1997
Pacific Street Bridge Widening	Oceanside	The approved project involved widening the opening under the Pacific Street Bridge at Loma Alta Creek to allow improved movement of water both from the creek and tidal flushing.	2000

Project	Jurisdiction	Description	Timing
Agua Hedionda Lagoon Maintenance Dredging	Carlsbad	This lagoon has undergone maintenance dredging since 1955 and in that period, over 5.9 million cy may have been removed. This dredged material has been placed on adjacent beaches in Carlsbad. In 1998, over 59,000 cy were dredged from the middle basin, and over 214,000 cy were dredged from the inner basin. In 1999, an estimated 155,000 cy were dredged from the outer basin.	Annual dredging, permit expires in 2001
Bristol Cove Dredging Project	Carlsbad	Dredging of 20,000 cy of silt from the Bristol Cove boat channel at the intersection of Park Drive and Cover Drive to restore it to its original -9 MSL elevation. Although this dredged material was not directly placed on Carlsbad beaches, it was placed in a future borrow pit within the outer basin of the Agua Hedionda lagoon which displaced sand for placement onto nearby Carlsbad beaches.	May 1998
Opportunistic Beach Fill Program	Carlsbad	The City of Carlsbad proposes to implement a program to provide CEQA clearance and permitting for opportunistic beach material. The proposed program involves up to 150,000 cy per year of material with maximum 25 percent fines. A source with 70,000 cy has been identified. The CEQA document has been approved and permits have been secured.	Anticipate placement of 70,000 cy in 12 to 18 months (2006 to 2007)
Batiquitos Lagoon Enhancement Project	Carlsbad	A phased project to restore Batiquitos Lagoon was initiated in 1995, which has resulted in the dredging of 1.8 million cy of sediment from the lagoon. Dredged material was used as beach nourishment material for Carlsbad, both south of Agua Hedionda Lagoon and north of Batiquitos Lagoon. Approximately 1.6 million cy of sand were placed on Encinas Beach (near proposed South Carlsbad receiver sites) and 200,000 cy were placed adjacent to the lagoon inlet (proposed Batiquitos receiver site). Continued dredging and placement is planned to maintain the lagoon, and may need to be conducted annually. Dredging and placement in May 1999 yielded 10,000 cy; half of which were placed on Carlsbad beaches immediately adjacent to the lagoon and the other half of which were placed in least tern nesting areas in the lagoon. Dredging in February 2000 placed an estimated 50,000 to 70,000 cy at Encinitas/South Ponto Beach. Another dredge event occurred in the 2003/2004 season. Anticipated maintenance dredging resulted in 50,000 cy e in 2006.	Possibly yearly or every other year
Carlsbad Boulevard/ Descanso Lot Subdivision	Carlsbad	As a by-product of a condominium construction project, 20,000 cy of sand were placed at Ponto Beach.	July 1996
Moonlight Beach	Encinitas	The city sponsors yearly beach replenishment to place approximately 1,000 cy of sediment on Moonlight Beach. The sand is purchased and trucked to the site. For example, 1,327 cy of imported sand was placed in Spring 1999.	Possibly annually, prior to Memorial Day
San Elijo Lagoon Mouth Opening	Encinitas	This project dredges the mouth of the San Elijo Lagoon to maintain the opening and places the cobble and sand material south of the mouth on Cardiff Beach. Dredging occurs on an as-needed basis. An average of 6,000 cy has been placed on the beach annually. Dredging in May 1999 resulted in the placement of approximately 10,000 to 15,000 cy of sand. In 1999, the mouth was opened three times.	At a minimum, annually in the spring
Encinitas/Solana Beach Shoreline Protection Feasibility Study and EIS/EIR	Encinitas and Solana Beach	Feasibility study to evaluate methods of shoreline protection. The preferred alternative in the draft is approximately 1 million cy of beach nourishment material, combined with erodible concrete to fill notches at the base of cliffs. USACE reviewing project description, assumptions and analyses in coordination with NMFS, USFWS and CDFG.	Draft EIS/EIR released in August 2005; Recirculated draft EIR/EIS anticipated in 2008/2009.

Project	Jurisdiction	Description	Timing
Lomas Santa Fe Drive Grade Separation	Solana Beach	As a by-product of a roadway project, 51,000 cy of material were placed at Fletcher Cove and 3,000 cy was placed at Tide Beach Park.	1999
Fletcher Cove Master Plan	Solana Beach	Redevelopment of Fletcher Cove Beach Park and surrounding business district including reconstruction of a parking lot, pedestrian paths, and other upgrades completed in 2007. Others project elements still in conceptual phase including ADA improvements and/or remodeling of the Community Center and Lifeguard Station and related facility improvements.	Phase 1 - 2007. Other phases at least 2010
Cedros Crossing Mixed Use Project	Solana Beach	Proposed mixed use development at the Solana Beach train station. Consists of approximately 141 residential units and approximately 47,000 square feet of commercial use. Underground parking structures include 3 levels of underground parking at the transit center, one level for commercial, and two levels for residential. CEQA process is complete. Estimated opportunistic beach material of up to 66,000 cy.	EIR certified on 01/17/2008
San Elijo Lagoon Restoration Project	Encinitas	Conceptual plans to restore the lagoon via major infrastructure changes (e.g., elevate railroad tracks and Coast Highway 101 as well as remove fill at I-5 bridge) plus dredging. Establish lagoon as a mitigation bank for I-5 widening and other major infrastructure projects with impacts to coastal wetlands.	CEQA/NEPA document anticipated in 2007. Implementation time not known.
Encinitas Resort Hotel	Encinitas	Development of a 125+ room hotel on bluffs west of Coast Highway 101, south of Batiquitos Lagoon. Possibly 45,000 cy of beach nourishment material available. MND approved, permits in process.	Fall 2006.
Non-U.S. Army Corps of Engineers project (based upon City's General Reevaluation Report)	Imperial Beach	Placement of 26 million cy of dredge material north of Silver Strand State Beach.	1946
Non-U.S. Army Corps of Engineers project (based upon City's General Reevaluation Report)	Imperial Beach	Placement of 40,000 cy of beach fill material at U.S. Naval Amphibious Base.	1967
Non-U.S. Army Corps of Engineers project (based upon City's General Reevaluation Report)	Imperial Beach	Placement of 3.5 million cy of beach fill north of Silver Strand State Beach.	1976
San Diego Harbor Dredging Project	Imperial Beach	Placement of 1.1 million cy of beach fill material to create a 150-foot wide and 5,000 foot long beach at Imperial Beach.	1977

Project	Jurisdiction	Description	Timing
Non-U.S. Army Corps of Engineers project (based upon City's General Reevaluation Report)	Imperial Beach	Placement of 1.1 million cy of beach fill material at U.S. Naval Amphibious Base.	1985
San Diego Harbor Entrance Dredging Project	Imperial Beach	Nearshore placement and monitoring of 190,000 cy of material deposited offshore of Silver Strand State Beach.	1990
San Diego Bay Entrance Dredging Project	Imperial Beach	Placement of 200,000 cy of material deposited in the nearshore area of Silver Strand Shoreline.	1995
U.S. Coast Guard's Ballast Point Dredging	Imperial Beach	Material from maintenance dredging for the Ballast Point berthing area resulting in placement of approximately 51,000 cy of material in the nearshore area just south of the pier in 1995. Permits were issued in 1999 for an identical project for up to 45,000 cy of sand in the same offshore area, which was implemented in early 2000.	February 2000
Tijuana Estuary Tidal Restoration Program	Imperial Beach	Wetland and marsh restoration and beach replenishment; up to 60,000 cy available in 2008 from Goat Canyon sedimentation basins.	On-going in planned/phased stages.
U.S. Army Corps of Engineers - San Diego Harbor Deepening Project	Imperial Beach	Near shore placement of approximately 300,000 cy of sand dredged during the USACOE's San Diego Harbor Deepening project off Imperial Beach.	2003 - 2004
U.S. Army Corps of Engineers - National Economic Development Plan – Silver Strand Shoreline	Imperial Beach	Construction of a base beach fill consisting of 589,000 cy of sand and 1,000,000 cy by of sacrificial beach sand	Anticipate construction in 2008 depending on funding
U.S. Army Corps of Engineers - San Diego Harbor Central Navigation Channel Deepening	Imperial Beach	Dredging of main channel in San Diego Harbor and use sand for replenishment of Imperial Beach south of the pier.	EIS/EIR completed.
Seacoast Inn	Imperial Beach	Material from hotel development of the beach area would be utilized. Currently the beach in front of the hotel is owned by the hotel. Project development plans would transfer a portion of the hotel's beach to the City's ownership and thereby reduce the hotel's beach area.	Public review of Draft EIR anticipated in early 2008.

VII. REFERENCES

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2007 Personal communication with Karen Green, SAIC, regarding sand placement in the surf zone for the City of Coronado.

AGENDA ITEM NO. 6.3

STAFF REPORT
CITY OF IMPERIAL BEACH

TO:	**HONORABLE MAYOR AND CITY COUNCIL**
FROM:	**GARY BROWN, CITY MANAGER**
MEETING DATE:	**AUGUST 6, 2008**
ORIGINATING DEPT.:	**PUBLIC WORKS** HAL
SUBJECT:	**RESOLUTION AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – ANNUAL SLURRY SEAL PROJECT (CIP# S07-102)**

BACKGROUND:
The Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-2008-6574 - included Annual Slurry Seal (S07-102) project funded with Prop A (TransNet) money. The total budget available for the Annual Slurry Seal S07-102 project is $449,784. The CIP project proposes to slurry seal streets as identified by BDS Engineering on the project map (Attachment #3).

DISCUSSION:
The City solicited bids for the Annual Slurry Seal S07-102 project on June 6, 2008. Bids were open and evaluated on July 10, 2008.

The lowest responsive and qualified bidder for the FY 2007/2008 Slurry Seal Project is American Asphalt South. Their bid is $222,537.39.

The contractors who submitted proposals are listed below along with their proposal amounts.

- American Asphalt South $222,537.39
- Bond Black Top $228,563.26
- Roy Allen Slurry Seal Inc. $240,633.99
- Valley Slurry Seal $242,605.39
- Pavement Coatings Co. $275,570.86

Engineer's Estimate for this project was $220,000

ENVIRONMENTAL DETERMINATION:
Not a project as defined by CEQA. This project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302(c): Replacement or Reconstruction of Existing Utility Systems and Facilities.

FISCAL IMPACT:

RTIP (TransNet) Fund Source Available:	$449,784.00
Annual Slurry Seal 2008:	$222,537.39
Project Delivery	$ 60,000.00
Available Balance	$167,246.61

The remaining balance will be reallocated to a future CIP RTIP funded project.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Authorize execution of a contract with the lowest responsive bidder.
3. Adopt the attached resolution authorizing the City Manager to execute a Construction Contract and purchase order with American Asphalt South for the Annual Slurry Seal [CIP# S07-102] in the amount of $222,537.39.
4. Adopt the attached resolution authorizing the update to the Annual Slurry Seal CIP budget sheet – Exhibit A to Resolution No. 2008-6660.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Gary Brown

Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6660
2. Exhibit A to Resolution No. 2008-6660 (CIP Budget Sheet "Streets, page 5 of 36")
3. Project Map

RESOLUTION NO. 2008-6660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – ANNUAL SLURRY SEAL PROJECT (CIP# S07-102)

WHEREAS, the City of Imperial Beach advertised and requested proposals for the construction of certain public works of improvements, to wit, Annual Slurry Seal Project CIP# S07-102 on June 6, 2008; and

WHEREAS, the final date for submitting proposals to accomplish said public works of Improvement was July 10, 2008; and

WHEREAS, sealed bids to accomplish said public works of improvement were opened and evaluated on July 10, 2008;and

WHEREAS, lowest responsive bidder was American Asphalt South for $222,537.39; and

WHEREAS, Engineer's Estimate for this project was $220,000; and

WHEREAS, the available RTIP funds for CIP S07-102 is $449,784.

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

1. The above recitals are true and correct.
2. The legislative body hereby rejects all proposals for bids except that identified as the lowest responsible bid. The bid of the lowest, responsible, qualified bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. ____.
3. The Contractor shall not commence construction or order equipment until he/she has received a Notice to Proceed.
4. The works of improvements shall be constructed in the manner and form and in compliance with the requirements as set forth in the specifications for the project.
5. The City Manager is authorized to sign a purchase order for and contract with "American Asphalt South" for project as bid and awarded (Account # 202-5016-531-20-06).
6. Exhibit A is an approved revision to the Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-2008-6574.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of August 2008, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2008-6660– A Resolution of the City Council of the City of Imperial Beach, California, Awarding a Contract for Certain Public Works Project – Annual Slurry Seal Project (CIP# S07-102).

CITY CLERK

DATE

Annual Slurry Seal

Streets Project

ACTIVE

Project Number: **MULTI**

PROJECT DESCRIPTION

This is an annual street slurry seal project at location identifed by Public Works to maintain streets in good condition.

FUNDED & COMPLETED	***FUNDED & PENDING***	**UNFUNDED**
Year 1 Slurry Seal	Year 3 Slurry Seal	
Year 2 Slurry Seal	Year 4 Slurry Seal	
	Year 5 Slurry Seal	

EXPENDED as of June 30, 2007	$ 315,229	Project Delivery (30%)	$ 134,935	**ESTIMATE**	$ -
		Construction (70%)	$ 314,849		
		UNEXPENDED	**$ 449,784**		

FUNDING SOURCES (Adopted 12/7/05)	COMPLETE S04-106 Y1 04/05 Budget	COMPLETE S05-103 Y2 05/06 Budget	COMPLETE S06-101 Y3 06/07 Budget	ACTIVE S07-102 Y4 07/08 Budget	TBD Y5 08/09 Budget	Total Budget	Total Expenditures	Balance
Prop A [202-5016-531-xxxx]	$ 240,900	$ 267,000	$ 200,000	$ 157,113	$ -	$ 865,013	$ 315,229	$ 549,784
TOTAL FUNDING	**$ 240,900**	**$ 267,000**	**$ 200,000**	**$ 157,113**	**$ -**	**$ 865,013**	**$ 315,229**	**$ 549,784**
FUNDING SOURCES (Adopted Subsequent to 12/7/05)								
Prop A [202-5016-531-xxxx]	$ -	$ -	$ (100,000)	$ -	$ -	$ (100,000)	$ -	$ (100,000)
Prop A [202-5016-531-xxxx] (Reso 2007-6478) **[Cash on Hand]**	$ -	$ -	$ -	$ 107,860	$ -	$ 107,860	$ -	$ 107,860
Prop A [202-5016-531-xxxx] (SANDAG adjustment)	$ -	$ -	$ -	$ (58,000)	$ -	$ (58,000)	$ -	$ (58,000)
4/08 Audit Transfer*	$ -	$ -	$ -	$ (49,860)	$ -	$ (49,860)	$ -	$ (49,860)
ADJUSTED TOTAL FUNDING	**$ 240,900**	**$ 267,000**	**$ 100,000**	**$ 157,113**	**$ -**	**$ 765,013**	**$ 315,229**	**$ 449,784**

Budget current as of 4/24/08. Expenditures current as of 6/30/07

NOTES

Reso 06-6350 transfers $100K to Oneonta to NOLF Storm Drain (D05-105)

RTIP funding projection changed for FY 07/08 changed to $157,113, which is $137,887 less than their previous annual funding projection.

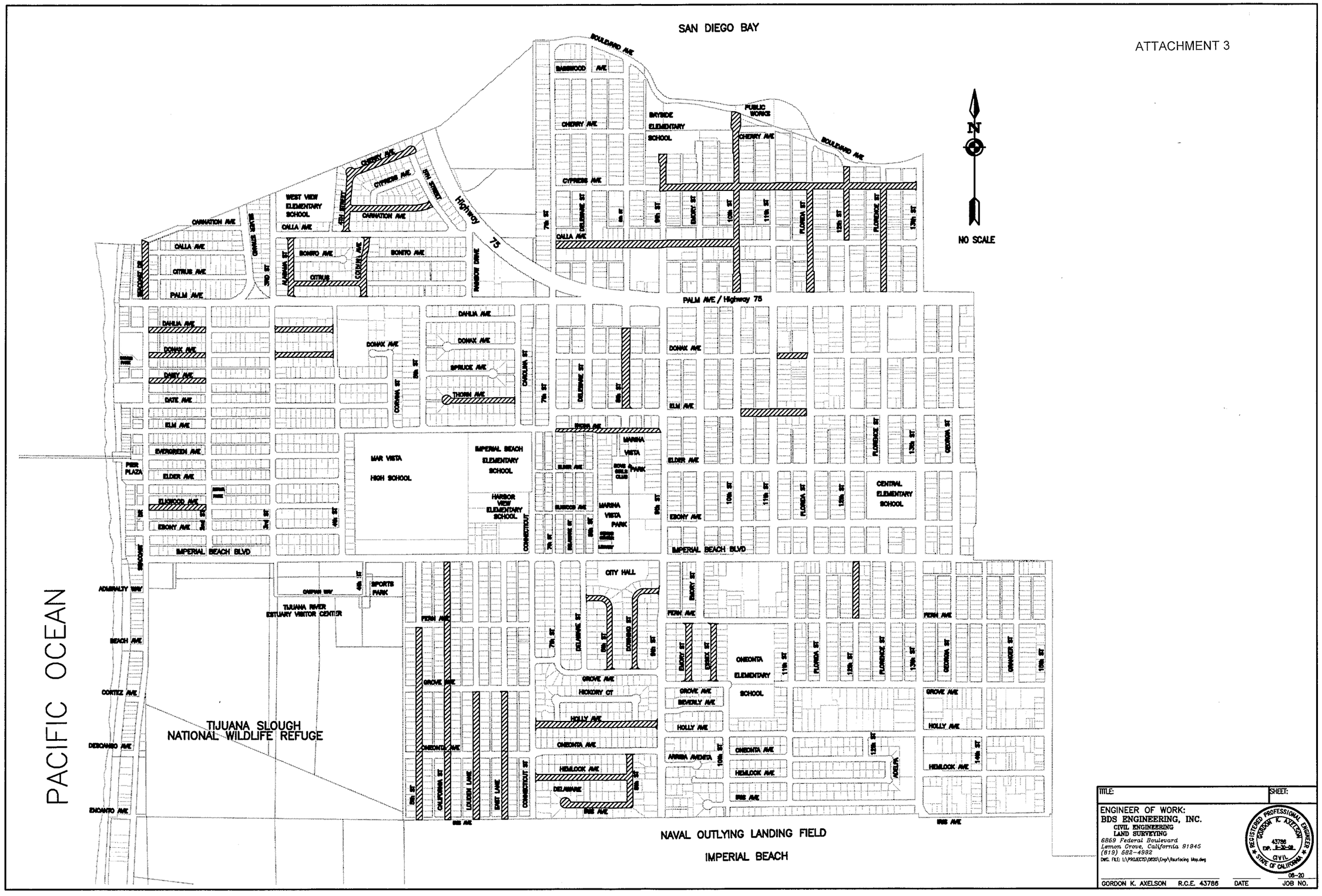
Reso 2007-6478 reallocates SANDAG funds to increase this budget by $107,860.

SANDAG revised the City's apportionment, decreasing the budget by $58K, effective February 15, 2008.

***4/08 Audit transferred "Cash on Hand" to Oneonta to NOLF Storm Drain (D05-105)**

Exhibit A
Resolution No. 2008-6660

ATTACHMENT 3



TITLE:

SHEET:

ENGINEER OF WORK:
BDS ENGINEERING, INC.
CIVIL ENGINEERING
LAND SURVEYING
6869 Federal Boulevard
Lemon Grove, California 91945
(619) 582-4992

DWG. FILE: L:\PROJECTS\0620\Engr\Resurfacing Map.dwg

REGISTERED PROFESSIONAL ENGINEER
GORDON K. AXELSON
43786
EXP. 9-30-08
CIVIL
STATE OF CALIFORNIA

GORDON K. AXELSON R.C.E. 43786 DATE JOB NO. 06-20

ATTACHMENT 3

AGENDA ITEM NO. 6.4

STAFF REPORT
CITY OF IMPERIAL BEACH

TO:	**HONORABLE MAYOR AND CITY COUNCIL**
FROM:	**GARY BROWN, CITY MANAGER**
MEETING DATE:	**August 6, 2008**
ORIGINATING DEPT:	**PUBLIC SAFETY** JS.
SUBJECT:	**A RESOLUTION OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE AMENDMENT OF COUNCIL POLICY 801: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR FACILITIES AND ADOPTING AMENDED APPLICATION, PROCEDURES, FEES AND GUIDELINES**

BACKGROUND:

In 2006, Council adopted Resolution No. 2006-6372 amending Policy 801 and the procedures and fees for use of the Marina Vista Center. At this time staff would like to revise Policy 801 and provide for procedures and fees for the use of other City facilities. Staff identified three facilities that have historically been offered to outside agencies and/or organizations for use and/or rental: 1) Marina Vista Center, 2) Dempsey Holder Safety Center, and 3) Sports Park Recreation Center.

The Dempsey Holder Safety Center is governed by Resolution 2001-5512 which identifies the fees and guidelines for use of the Center.

City Council has not adopted a resolution or council policy specifically governing the use of the Sports Park Recreation Center.

DISCUSSION:

Staff spends a considerable amount of time processing each application regardless of event size. The application forms for various facilities have not been standardized and the variations have caused confusion and issues with approved use. It is staff's intention at this time to streamline the application process, the forms used, guidelines and fees for each facility and the approved use of each facility under an Amended Council Policy 801.

Staff has analyzed the various rules/regulations, guidelines and fees that have been in place for the Marina Vista Center, the Dempsey Holder Safety Center and the Sports Park Recreation Center. Staff has standardized the application forms, rules and regulations, and guidelines to the greatest extent possible while remaining facility specific when necessary. The attached applications reflect these standardized changes.

ENVIRONMENTAL IMPACT:

Not a project as defined by CEQA.

FISCAL IMPACT:

Staff expects an increase in revenue and a decrease in liability.

DEPARTMENT RECOMMENDATION:

Staff recommends Council adopt Resolution 2008-6659

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Gary Brown

Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6659
2. Amended Council Policy 801, August 6, 2008

ATTACHMENT 1

RESOLUTION NO. 2008-6659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE AMENDMENT OF COUNCIL POLICY 801: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR FACILITIES AND ADOPTING THE AMENDED APPLICATION PROCEDURES, FEES AND GUIDELINES

WHEREAS, the City policies and regulations governing use permits for the Dempsey Holder Safety Center, Marina Vista Center, and Sports Park Recreation Center have not been amended since October 1998 except for adopting new Procedures and Fees for Use of Marina Vista Center in July 2006; and

WHEREAS, the City desires to standardize the policies and regulations governing use permits for the aforementioned City facilities in order to make them more efficient and effective and to incorporate all facilities under one Council Policy; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the City Council amends Council Policy 801 and adopts the amended application procedures, guidelines and fees for City facilities, provided in Attachment 1 to this resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 6th day of August 2008, by the following roll call vote:

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

_____
JAMES C. JANNEY, MAYOR

ATTEST:

_____
JACQUELINE M. HALD, CMC
CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2008-6659 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE AMENDMENT OF COUNCIL POLICY 801: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR FACILITIES AND ADOPTING THE AMENDED APPLICATION PROCEDURES, FEES AND GUIDELINES.

_____ _____
CITY CLERK DATE

Changes to Policy Number 801- Additions are found in ***Bold and Italicized*, deletions are ~~crossed out.~~

CITY OF IMPERIAL BEACH COUNCIL POLICY		
SUBJECT: POLICIES AND REGULATIONS GOVERNING USE PERMITS FOR PARKS AND RECREATION FACILITIES	**POLICY NUMBER: 801**	**PAGE** Page 1 of 7
ADOPTED BY: Resolution No. 1995-4456 **AMENDED BY: Minute Action** **AMENDED BY: Minute Action** **AMENDED BY: Minute Action**	**DATED: February 15, 1995** **DATED: May 6, 1998** **DATED: October 21, 1998** **DATED: July 5, 2006**	

BACKGROUND

On February 15, 1995, City Council established Policy 801, regulating use permits for parks and recreation facilities. Upon review, Council Policy 801 actually governs the use of City facilities only. The use of public parks and facilities is governed by Chapter 12 of the Imperial Beach Municipal Code. In 2006, Council adopted Resolution No. 2006-6372 amending Policy 801 and the procedures and fees for use of the Marina Vista Center. Staff revised Policy 801 to provide for procedures and fees for the use of other City facilities. Staff identified three facilities that have historically been offered to outside agencies and/or organizations for use and/or rental: 1) Marina Vista Center, 2) Dempsey Holder Safety Center, and 3) Sports Park Recreation Center.

PURPOSE

The purpose of the 801 Policy is to provide standardized procedures and fees for use of City facilities.

POLICY

1. City facilities are available for recreation activities under the following order of priority.
    a. Department programs.
    b. City-organized senior citizen programs.
    c. City youth organizations devoted to character building and other groups of school age children under adult leadership.
    d. City-organized adult recreational groups.
    e. Other City adult groups/units, for social or special activities.

2. City facilities are available to other groups only when City-sponsored programs are not scheduled.

3. Facility assignments will be made by the City Manager's Office, based on the size of the group and availability of buildings.

4. ***This policy is not intended to replace Resolution No. 2001-5512, Fee and the Guidelines for the Use of Public Facilities and Property, Dempsey Holder Safety Center but to make the Guidelines more restrictive and***

standardized. In any conflict between Resolution No. 2001-5512 and Council Policy 801, the more restrictive guideline or higher fee will prevail.

GROUP CLASSIFICATIONS:

1. Program Groups: Originated *or* ***co-sponsored*** by the City or its contract agent for recreational or other purposes.

2. ~~Community Service/Non-profit/Youth Groups:~~ ***Correlated Groups:*** Imperial Beach organizations determined by the City of Imperial Beach which are community-service based, non-profit, and/or provide youth-related services that promote the furtherance of community programs, events, and activities. Non-profit organizations must verify status for consideration by the City Manager. ***Educational institutions/classroom uses are included in this group.***

3. Civic, Social, or Veteran Groups: Imperial Beach organizations determined by the City of Imperial Beach to be democratic, non-exclusive in character and organized for civil or social purposes, ***with membership open to the public or designated elements thereof.*** Group activities or programs must demonstrate or promote a public benefit to the community or designated elements thereof for consideration by the City Manager.

4. Private or Closed Groups: Groups, which by nature exclude the general public, such as birthday parties, weddings, receptions, etc. This group is further classified as resident of the City of Imperial Beach or non-resident. City employees are eligible to receive resident status.

5. Special or Commercial Groups: Groups who hold trade shows, special displays, fund-raising events to perpetuate special interests, unions and employee associations.

FACILITY USE RULES AND REGULATIONS:

1. ***Use of the Dempsey Holder Safety Center will be restricted to Program Groups and Correlated Groups ONLY. No other group classification will be permitted to utilize this facility.***

2. ~~Permits for the use of facility buildings must be obtained from the Public Safety Department.~~ ***Permits for the use of the Dempsey Holder Safety Center and the Marina Vista Center facilities must be obtained from the Public Safety Department. Permits for the use of the Sports Park Recreation Center must be obtained from the Sports Park Recreation Office.***

3. Non-refundable ***and/or refundable*** deposits may be required to reserve certain facilities.

4. Permits will not be issued to any person under 18 years of age. ***At any event where minors are present, at least one adult must be present for every 15 minors during the event.***

5. ***All reservations for facilities must be submitted in writing. No verbal or telephonic reservations will be accepted.***

6. ***Use of facilities will be limited to the time specified on the permit. This includes time for preparation and clean up.***

7. All regular reservations are subject to periodic review and cancellation after due notice.

8. ~~Groups~~ ***Applicant*** will be held financially responsible for damage to facilities and equipment.

9. The applicant is responsible for any lost or stolen equipment, control of the attendees, and for limiting sound from the event to a reasonable level. In accordance with Section 9.32.030 of the Imperial Beach Municipal Code, sound from the event should not be audible at 50 feet from the building after 10:00 P.M.

10. Any permit may be revoked without previous notice where conflicting dates have resulted or where need of property for govemmental purposes has subsequently developed.

11. The use of municipal buildings or facilities shall not be granted, permitted, or suffered to any individual, society, group or organization which has as its objective or as one of its objectives the overthrow, or advocacy of the overthrow of the

present form of government of the United States or the State of California, by force or violence or other unlawful means.

12. ~~Facilities close at 10:00 P.M.~~ ***Buildings and facilities including parking and surrounding areas are to be left in a clean and orderly condition.***

13. ***Tables and chairs will be set-up in advance and will be cleaned, inspected, and secured by City personnel. If a special configuration is desired for the set-up, the applicant must provide the desired configuration with the application.***

14. Applicant, or a designated responsible person, must be available at opening and remain in the building until the designated closing time.

15. Serving of refreshments containing alcohol is discouraged in any public building or on any public park, public playground or public parking lot, nor shall any alcoholic beverage be consumed in any public building or facility without having received the required permit from the City Manager of the City of Imperial Beach as outlined in the Municipal Code for the City of Imperial Beach.

16. Rules governing activities conducted by and for minors are contained in Section 9.08.020 of the Imperial Beach Municipal Code. "NO ALCOHOL WILL BE SERVED TO MINORS, ALL APPLICABLE LAWS WILL BE ENFORCED."

17. ~~Persons requesting use permits for any legal holiday on which City services are closed will be required to reimburse the City of Imperial Beach for any additional services requiring personnel, equipment of services.~~ ***No use permits will be issued for any legal holiday.***

18. ~~It is the intent of the City of Imperial Beach that buildings or facilities shall not be used for religious services.~~ ***Applications will be considered on a first come, first serve basis.***

19. Insurance Requirements:

    a. ~~Individuals and organizations wishing to use public facilities are required to provide proof of general liability insurance coverage with limits of $300,000 for~~

~~private parties and events, and $1,000,000 for associations, and corporations.~~ ***Individuals and organizations wishing to use public facilities are required to provide proof of general liability insurance coverage with a minimum limit of $1,000,000. The City Manager may require higher limits as appropriate.***

~~b. Certificates of insurance must be issued on behalf of the City by your insurance broker or carrier prior to use of any public facility. Certificates of insurance must be in a form satisfactory to the City.~~ ***Prior to use of any facility, applicant's insurance broker or carrier must issue certificates of insurance to be provided to the City. The certificate must include the following:***

i. Date(s) of the event within the "policy effective" and "policy expiration" dates.

ii. Name of the insured on the certificate matches the name of the organization/individual on the application.

iii. The City of Imperial Beach must be listed as Additional Insured. The Port of San Diego must be listed as Additional Insured when using the Dempsey Holder Safety Center.

***iv. Certificate holder address: City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932***

c. ~~You~~ ***Applicant*** may purchase ***special event*** insurance through the City of Imperial Beach.

20. Applicant shall ***agree to*** defend, indemnify, and hold harmless the City of Imperial Beach, its officers, and employees against all causes of action, for ***judicial r***elief of any kind, for damage to property of any kind whatsoever and to whomever belonging, including applicant, or injury to or death of any person or persons, including employees of applicant, resulting directly or indirectly from activities in connection with the issuance and performance of this permit or arising from the use of the property, facilities or services of the City of Imperial Beach and its officers or employees.

21. Failure to comply with any of these rules or other public safety laws during the use of any building or facility is grounds for revoking immediate and future permits by the City Manager or appointed representative.

22. The City Manager shall establish administrative procedures and fees for the use of Marina Vista Center, ***Dempsey Holder Safety Center, the Sports Park Recreation Center*** and other facilities as required subject to review and approval of the City Council.

Variations of policies and/or fees must have the approval of the City Manager.

DEPOSITS, CHARGES AND FEES

1. ~~All fees and deposits must be paid one week prior to the scheduled time for an activity. Fees and deposits except the non-refundable reservation deposit, will be refunded if the Public Safety Department or the Sports Park Recreation Office, as applicable, is notified of the cancellation at least 48 prior to the scheduled time for an activity. If notice of cancellation is not received at least 48 hours prior to the scheduled time for an activity, the full rental fee will be charged.~~ ***All fees and deposits must be paid at the time of application. Fees and deposits except the non-refundable reservation deposit, will be refunded if the Public Safety Department or the Sports Park Recreation Office, as applicable, is notified of the cancellation at least 5 business days prior to the scheduled time for an activity. If notice of cancellation is not received at least 5 business days prior to the scheduled time for an activity, the full rental fee will be charged.***

2. ***A one hour cleaning fee will be charged at the time of application. This fee is intended to cover staff time for cleaning the facility after use. If the post-activity inspection shows that the facility does not require cleaning, the cleaning fee will be refunded to the applicant. Sports Park Recreation Center Daily Use is exempt from this fee.***

3. ***An opening and closing fee will be charged to all applicants for any facility use. Sports Park Recreation Center Daily Use is exempt from this fee.***

4. ***A refundable cash deposit will be required before any group is permitted to use any facility.***

5. Program groups are exempt from all fees and deposits.

6. ***A financial report shall be filed with*** final payment of fees by groups which charge admission.

7. Additional fees will be charged for activities requiring leadership [???] or services.

8. Imperial Beach organizations under group classification numbers 2 and 3, ~~community-service / non-profit / youth groups~~ ***correlated groups*** and civic, social or veteran groups, may request no-fee use permits and/or rental fees for the City's recreational facilities and buildings. ~~Applicants must submit a written request for City Manager approval at least 30 days prior to the reserved event date(s) to be eligible for consideration~~. ***Applicants must submit a written request for City Manager approval at the time of the application to be eligible for consideration of a fee waiver.***

9. ***Sports Park Recreation Center Daily Use is subject to additional rules and regulations as specified in the permit application as Attachment C2.***

Attachment A- Fee Schedule and Application for Use of Marina Vista Center

Attachment B- Fee Schedule and Application for Use of Dempsey Holder Safety Center

Attachment C1- Fee Schedule and Application for Use of Sports Park Recreation Center

Attachment C2- Fee Schedule and Application for Daily Use of Sports Park Recreation Center

APPROVED BY:

_____ DATE: _____

Gary Brown, City Manager

MARINA VISTA CENTER
1075 8TH STREET
IMPERIAL BEACH, CA 91932

RESERVATION FEES:

Insurance: Insurance is mandatory and can be purchased from the City or provided by applicant. Cost to be determined based on risk factor of event. A deposit of $83.32 is required upon submission of application.

Room Deposit: $500.00 (Refundable upon room clearance.)

Recycling Deposit: $50.00 (Refundable upon verification of recycling.)

Hourly Rental: $50.00/hour IB Resident (MUST bring an original most recent month's SDG&E utility bill with application)

$100.00/hour Non-Resident

Open/Closing Fee: $107.00 (Non-Refundable. Staff time to open/close and inspect.)

Cleaning Fee: $107.00 (one hour required; any additional time will be billed to deposit)

Additional Fees: As required: $50.00 Expediting fee **Applications submitted less than 60 days in advance will be charged an additional fee of $50 for expediting.**

FOR OFFICE USE ONLY

☐ Application submitted – completed, initialed and signed

☐ Penalty Fees section initialed by applicant (page 4)

☐ 60 days prior to event – all fees/deposits paid

☐ less than 60 days prior to event – all fees/deposits paid with additional expediting fee paid

☐ Insurance – City insurance paid or certificate attached to application

☐ Proof of residency – original SDG&E bill in applicant's name submitted – copied and initialed by City employee

☐ Room set up attached

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

City of Imperial Beach
MARINA VISTA CENTER
1075 8th Street, Imperial Beach, CA 91932

RESERVATION APPLICATION

Please submit the application to the Finance Department located at 825 Imperial Beach Blvd. Applications must be submitted **sixty (60) days** in advance of the event date. **Applications submitted less than 60 days in advance will be charged an additional fee of $50 for expediting.** **NO PERMITS WILL BE PROCESSED FOR LEGAL HOLIDAYS OR HOLIDAY WEEKENDS**. Please provide proof of residency (CA identification and a copy of a current utility bill), insurance, fees, deposits, and requests with the application. For additional information, please call the Administrative Services Department at (619) 628-1365 or the Public Safety Department at (619) 423-8223.

Date: _____

APPLICATION

Activity Date: _____

Time Requested: _____ to _____

Organization Name: _____

Type of Activity: _____

Number of Attendees: _____

Applicant Name: _____

Applicant Address: _____

Applicant Phone Number(s): _____

Contact Person: _____

Contact Phone Number(s): _____

Will persons under 21 be present? ☐ Yes ☐ No

Will the kitchen be used? ☐ Yes ☐ No

Will food or beverages be served? ☐ Yes ☐ No

Will admission be charged? ☐ Yes ☐ No

Certificate of Insurance submitted? ☐ Yes ☐ No

FACILITY USE RULES AND REGULATIONS

Please initial.

_____ Reservations for the use of the facility must be made sixty (60) days in advance of the date requested. All fees and deposits must be paid when application is submitted. Applications will be considered on a first come, first serve basis.

_____ Permits will not be issued to any person under eighteen (18) years of age. At any event where minors are present, at least one adult must be present for every 15 minors during the entire event.

_____ Use of facilities will be limited to the time specified on the permit. This includes time for preparation and clean up.

_____ Applicant will be held financially responsible for damage to facilities and equipment.

_____ Any permit may be revoked without previous notice where conflicting dates have resulted or where need of property for govemmental purposes has subsequently developed.

_____ The use of municipal buildings or facilities shall not be granted, permitted, to any individual, society, group or organization which has as its objective or as one of its objectives the overthrow, or advocacy of the overthrow of the present form of government of the United States or the State of California, by force or violence or other unlawful means.

_____ **Building and facilities including parking and surrounding areas are to be left clean, and in orderly condition (in same condition as received).**

_____ Applicant, or designated responsible person, must remain in the building until the designated closing time.

_____ **ALCOHOL USE IS PROHIBITED.** The serving of refreshments containing alcohol is prohibited in any public building, public park, public playground, or public parking lot. No alcoholic beverage may be consumed in any public building, or facility without having received the required permit from the City Manager of the City of Imperial Beach as outlined in the Municipal Code for the City of Imperial Beach.

_____ The Public Safety Department must be notified of cancellation five (5) business days prior to the scheduled time for an activity or the full rental fee will be charged.

_____ The applicant is responsible for informing caterers/vendors that they may not deliver/pick-up before or after hours and vehicles are not allowed to park in loading zones. **NO EXCEPTIONS**

_____ Amplified music is NOT allowed anywhere indoors, outdoors or on patios without a Sound Amplification permit. The noise ordinance must be adhered to at all times.

_____ Decorations shall not be attached, adhered, affixed, or anchored to any wall or ceiling. All decorations shall be removed upon conclusion of the event. **NO** rice, flower petals, or confetti etc shall be thrown or dispersed outdoors.

_____ Existing furniture in facility is **NOT** to be stored outside.

_____ Caterers MUST have a valid City of Imperial Beach business license.

_____ All Americans with Disabilities Act (ADA) mandated access requirements must be adhered to. All regulations stated in the rules and regulations for use of public facilities are incorporated herein as conditions of this permit.

_____ All trash must be removed from the event site and placed in available dumpsters. City waste receptacles are located outside on the south side of the building. Portions of the deposit may be withheld if trash is not placed in the appropriate dumpster or recycled.

WAIVER

Applicant waives all claims against the City of Imperial Beach (herein known as "CITY"), its officers, agents and employees, for losses or damages caused by, arising out of, or in any way connected with the exercise of this permit and Applicant agrees to hold harmless, indemnify, and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by Applicant of the rights hereby permitted, except those arising out of the sole negligence of City.

City shall have the privilege of inspecting the premises covered by this permit at any and all times.

This permit shall not be assigned to another individual or group.

City may terminate this permit at any time if Applicant fails to perform any covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the Applicant, its officers, agents, and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City.

No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Applicant agrees to comply with the terms and conditions contained in the attached exhibit(s), which terms and conditions are by this reference made part thereof. Applicant agrees to reimburse the City for all costs incurred in enforcing the provisions of this permit, including attomey fees.

Permittee hereby agrees to comply with the rules and regulations of the facility or institution subject to this permit.

_____ _____

Signature Date

INSURANCE REQUIREMENTS

1. Individuals and organizations wishing to use public facilities are required to provide proof of general liability insurance coverage. This is mandatory. A low risk event requires a $1 million dollar policy, moderate risk requires a $2 million dollar policy, high risk requires a $3 million dollar policy, and an extremely high risk event may require a $5 million dollar liability policy.

2. Prior to use of any public facility, your insurance broker or carrier must issue certificates of insurance on behalf of the City. The endorsement must include the following:

   - Date(s) of the event within the "policy effective" and "policy expiration" dates.
   - Name of the insured on the certificate matches the names of the organization / individual on the application.
   - Certificate holder address is: City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

3. You may purchase special event insurance through the City of Imperial Beach.

DEPOSITS, CHARGES, AND PENALTY FEES

DEPOSIT

A deposit of $550.00 is required before any group is permitted to use the Marina Vista Center. The deposit of $500 is refundable if the Center is left clean and undamaged. A $50 deposit is for the recycling plan and is refundable upon verification of plan implementation. The $500 deposit or part thereof will be forfeited if the Center, equipment, or any part thereof is damaged, broken or harmed during the time the renter has reserved the facility. Before the deposit is returned, cleaning fees, penalty fees and fees for any damages will be deducted.

CHARGES

- All fees and deposits must be paid when the application is submitted.
- A financial report shall be filed with the final payment of fees by groups that charge admission.
- Additional fees will be charged for any activities requiring leadership or services.
- The opening and closing fee will be paid when the application is submitted.
- Proof of General Liability Insurance coverage for the event **must be provided at the time of application** (and may be purchased through the City).

PENALTY FEES (_____ applicant's initials)

A regular hourly fee, plus $5.00 per minute will be charged for not having left the building at the appointed time.

NOTE: Failure to comply with any of these rules or other public safety laws during the use of any building or facility is grounds for revoking immediate and future permits by the City Manager or his appointed representative. *Any variations of policies and/or fees must have the approval of the City Manager.*

ACKNOWLEDGEMENT

I AM AN AUTHORIZED REPRESENTATIVE OF THE GROUP SUBMITTING THIS APPLICATION. I HAVE READ THE RULES AND REGULATIONS CONCERNING THE RENTAL OF THE MARINA VISTA CENTER AND HEREBY ACCEPT RESPONSIBILITY FOR COMPLYING WITH THE PROVISIONS OF THESE RULES. AS APPLICANT, I ACCEPT THE TERMS AND CONDITIONS AND UNDERSTAND THAT FAILURE TO FOLLOW ALL TERMS AND CONDITIONS FOR USE WILL RESULT IN IMMEDIATE REVOCATION OF PRIVILEGES AND EVENT CANCELLATION.

_____

Name of Applicant (Please print)

_____

Signature of Applicant Date

PROCEDURES AND FEES FOR USE MARINA VISTA CENTER

CAPACITY

The current capacity limit of the Center is 220 seated and 102 dining. In conjunction with the use of the Center, other public facilities may require a Special Event Permit in addition to hourly reservation permit fees based on additional burdens or impacts to City services or the public beyond current capacity levels of the facility.

RENTAL FEES

A.	**Program Groups:** Originated or co-sponsored by the City or its contract agent for recreational or other purposes.	**NO CHARGE**
B.	**Correlated Groups:** Imperial Beach organizations determined by the City to be community service oriented and related in purpose to be the furtherance of community programs, events and activities.	**$5 / hour**
C.	**Civic, Social, & Veteran Groups:** Imperial Beach organizations, which are democratic in character and organized for civic or social purposes, with membership open to the public or designated elements thereof.	**$10 / hour**

D. **Private or Closed Groups:**
Groups which by nature exclude the general public such as birthday parties, weddings, receptions, etc. This group is further classified as resident of City of Imperial Beach or non-resident.

RESIDENT - $50 / hour
NON-RESIDENT - $100 / hour

E. **Special or Commercial Groups:**
Groups that hold trade shows, special displays, fundraising events to perpetuate special interests, unions and employee associations.

$100 / hour

OPENING & CLOSING FEES **$107**

These fees apply to all renters except Program Groups.

EVENT HOURS OF USE

Events shall be limited to five (5) hours in length.

Sunday through Thursday	8:00 A.M. - 10:00 P.M.
Friday and Saturday	8:00 A.M. - 11:00 P.M.

CLEANING FEES **$107 / hour**
(minimum 1 hour)

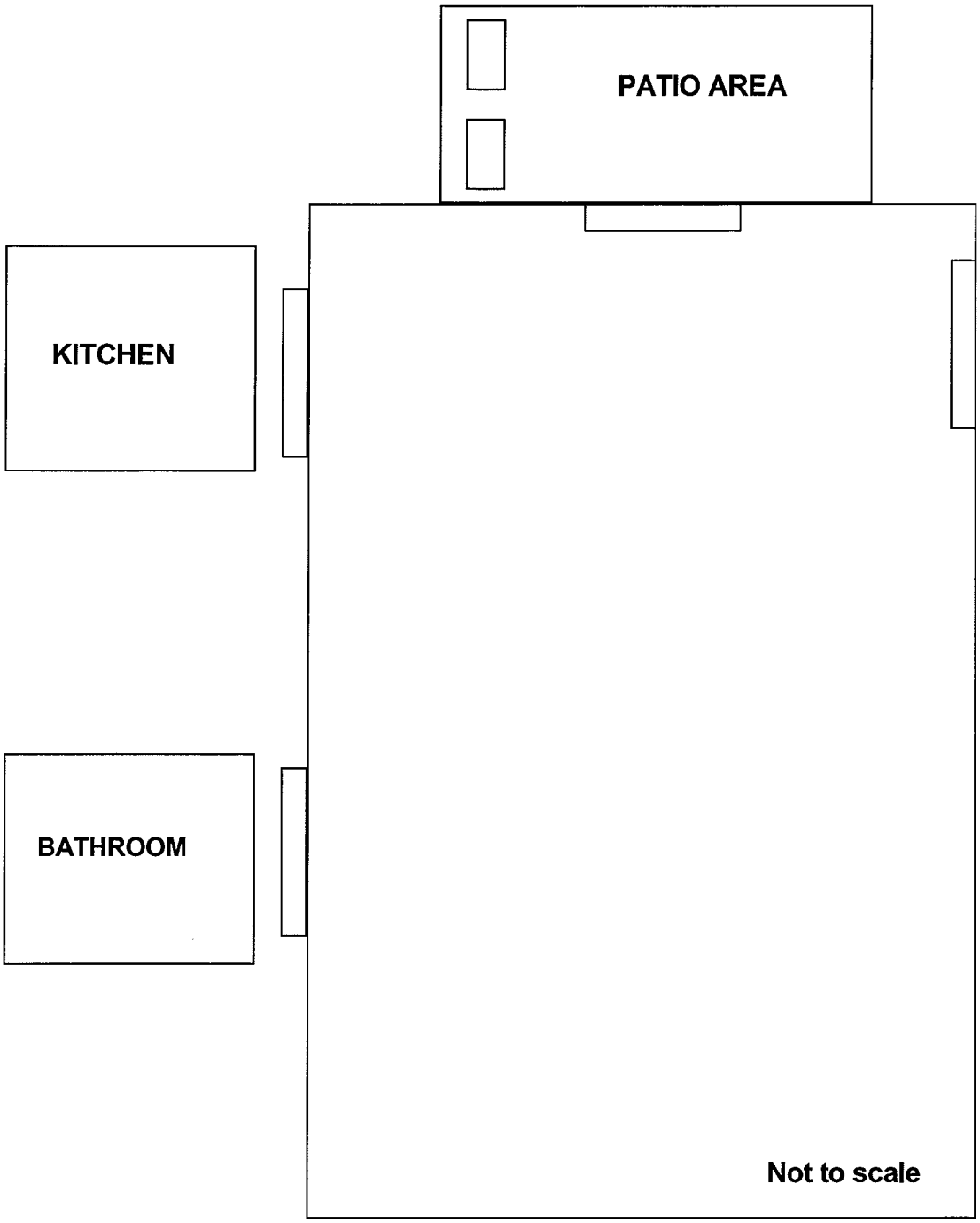
These fees apply to all renters except Program Groups.

MISCELLANEOUS INFORMATION

1. Tables and chairs will be set-up in advance and will be cleaned, inspected, and secured by City personnel. If a special configuration is desired for the set-up, the applicant must provide the desired configuration with the application.

2. Applicant, or a designated responsible person, must be available at opening and remain in the building until the designated closing time.

3. Building and facilities, including parking and surrounding areas, are to be left in a clean, unlittered, and orderly condition.



Capacity:

- seated 220
- dining 102

Number of tables available: 20 Number of chairs available: 180

DEMPSEY HOLDER SAFETY CENTER
950 OCEAN LANE
IMPERIAL BEACH, CA 91932

RESERVATION FEES:

Insurance: Insurance is mandatory and can be purchased from the City or provided by applicant. Cost to be determined based on risk factor of event. A deposit of $83.32 is required upon submission of application.

Room Deposit: $500.00 (Refundable upon room clearance.)

Recycling Deposit: $50.00 (Refundable upon verification of recycling.)

Hourly Rental: $50.00/hour

Open/Closing Fee: $107.00 (Non-Refundable. Staff time to open/close and inspect.)

Cleaning Fee: $107.00 (one hour required; any additional time will be billed to deposit)

Additional Fees: As required: $50.00 Expediting fee **Applications submitted less than 60 days in advance will be charged an additional fee of $50 for expediting.**

FOR OFFICE USE ONLY

☐ Application submitted – completed, initialed and signed

- ☐ Penalty Fees section initialed by applicant. (page 5)
- ☐ Insurance section initialed by applicant. (page 4)
- ☐ 60 days prior to event – all fees/deposits paid
- ☐ less than 60 days prior to event – all fees/deposits paid with additional expediting fee paid

☐ Insurance – City insurance paid or certificate attached to application

☐ Room set up attached

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

City of Imperial Beach

DEMPSEY HOLDER SAFETY CENTER

950 Ocean Lane, Imperial Beach, CA 91932

RESERVATION APPLICATION

Please submit the application to the Administrative Services Department located at 825 Imperial Beach Blvd. Applications must be submitted **sixty (60) days** in advance of the event date. **Applications submitted less than 60 days in advance will be charged an additional fee of $50 for expediting.** **NO PERMITS WILL BE PROCESSED FOR LEGAL HOLIDAYS**. Please provide proof of residency (CA identification and a copy of a current utility bill), insurance, fees, deposits, and no-fee permit requests with the application. For additional information, please call the Administrative Services Department at (619) 628-1365 or the Public Safety Department at (619) 423-8223.

Date: _____

APPLICATION

Activity Date: _____

Time Requested: _____ to _____

Organization Name: _____

Type of Activity: _____

Number of Attendees: _____

Applicant Name: _____

Applicant Address: _____

Applicant Phone Number(s): _____

Contact Person: _____

Contact Phone Number(s): _____

Will persons under 21 be present? ☐ Yes ☐ No

Will the kitchen be used? ☐ Yes ☐ No

Will food or beverages be served? ☐ Yes ☐ No

Will admission be charged? ☐ Yes ☐ No

Certificate of Insurance submitted? ☐ Yes ☐ No

FACILITY USE RULES AND REGULATIONS

Please initial.

_____ Application for permits for use of facility building may be obtained from the Administrative Services Department located at 825 Imperial Beach Blvd. , (619) 628-1365, or the Public Safety Department located at 865 Imperial Beach Blvd., (619) 423-8223.

_____ Reservations for the use of the facility must be made sixty (60) days in advance of the date requested. All fees and deposits must be paid when application is submitted. Applications will be considered on a first come, first serve basis.

_____ Permits will not be issued to any person under eighteen (18) years of age. At any event where minors are present, at least one adult must be present for every 15 minors during the entire event.

_____ Use of facilities will be limited to the time specified on the permit. This includes time for preparation and clean up.

_____ Applicant will be held financially responsible for damage to facilities and equipment.

_____ The Applicant is responsible for any damaged, lost or stolen equipment, control of attendees, and for limiting sound from the event to a reasonable level.

_____ Any permit may be revoked without previous notice where conflicting dates have resulted or where need of property for govemmental purposes has subsequently developed.

_____ The use of municipal buildings or facilities shall not be granted, permitted, to any individual, society, group or organization which has as its objective or as one of its objectives the overthrow, or advocacy of the overthrow of the present form of government of the United States or the State of California, by force or violence or other unlawful means.

_____ **Building and facilities including parking and surrounding areas are to be left clean, and in orderly condition. (same condition as received)**

_____ Applicant, or designated responsible person, must remain in the building until the designated closing time.

_____ **ALCOHOL USE IS PROHIBITED.** The serving of refreshments containing alcohol is prohibited in any public building, public park, public playground, or public parking lot. No alcoholic beverage may be consumed in any public building, or facility without having received the required permit from the City Manager of the City of Imperial Beach as outlined in the Municipal Code for the City of Imperial Beach.

_____ The Public Safety Department must be notified of cancellation five (5) business days prior to the scheduled time for an activity or the full rental fee will be charged.

_____ All trash must be removed from the event site and taken with you. City waste receptacles are not to be used for event clean-up. Portions of the deposit may be withheld if trash is not taken with you.

_____ The applicant is responsible for informing caterers/vendors that they may not deliver/pick-up before or after hours and vehicles are not allowed onto the park or beach areas. **NO EXCEPTIONS**

_____ Amplified music is NOT allowed anywhere indoors, outdoors or on patios without a permit. The noise ordinance must be adhered to at all times.

_____ A dance floor is required when the event includes dancing. No dance floors are allowed in the park or beach areas.

_____ Shirts and shoes are required in the facility at all times. No wet towels, surfboards, or wet swim clothes shall be brought into the facility.

_____ Decorations shall not be attached, adhered, affixed, or anchored to any wall. All decorations shall be removed upon conclusion of the event. **NO** rice, flower petals, or confetti etc shall be thrown or dispersed outdoors.

_____ Existing furniture in facility is **NOT** to be stored outside.

_____ Caterers MUST have a valid City of Imperial Beach business license.

_____ All Americans with Disabilities Act (ADA) mandated access requirements must be adhered to. All regulations stated in the rules and regulations for use of public facilities are incorporated herein as conditions of this permit.

_____ **Applicant will not park any vehicles, equipment, or supplies/materials on Elder Avenue street-end outside the regular marked stalls, including for the purpose of loading and unloading. The Elder Avenue street end must remain clear at all times for emergency and maintenance vehicle access.**

_____ No motorized vehicles are to be parked or driven on the Mel Portwood Pier Plaza, Beach, or Pier.

_____ Applicant will at no time park a vehicle, or leave equipment blocking the Dempsey Holder Safety Center east facing garage doors.

_____ Applicant must maintain a clear path of entry and exit from the Dempsey Holder Safety Center; and all doors must remain clear.

_____ During the event, the sound level within the Dempsey Holder Safety Center must be maintained at a level so as not to distract a lifeguard from performing their duties during operating hours.

_____ The applicant will only be allowed access to the Dempsey Holder Safety Center's northwest entry door, main lobby, stairway, elevator; and second floor multipurpose room, foyer, outside decks, and restrooms.

_____ **Applicant will consistently monitor and inform attendees** that drinks, refreshments, or any other objects are not allowed on the on the west facing patio railing to prevent any accidental objects falling on persons below.

WAIVER

Applicant waives all claims against the City of Imperial Beach (herein known as "CITY"), its officers, agents and employees, for losses or damages caused by, arising out of, or in any way connected with the exercise of this permit and Applicant agrees to hold harmless, indemnify, and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by Applicant of the rights hereby permitted, except those arising out of the sole negligence of City.

City shall have the privilege of inspecting the premises covered by this permit at any and all times.

City may terminate this permit at any time if Applicant fails to perform any covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the Applicant, its officers, agents, and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. This permit shall not be assigned to another individual or group.

No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Applicant agrees to comply with the terms and conditions contained in the attached exhibit(s), which terms and conditions are by this reference made part thereof. Applicant agrees to reimburse the City for all costs incurred in enforcing the provisions of this permit, including attorney fees.

Permittee hereby agrees to comply with the rules and regulations of the facility or institution subject to this permit.

_____(applicant initials)

INSURANCE REQUIREMENTS

1. Individuals and organizations wishing to use public facilities are required to provide proof of general liability insurance coverage. This is mandatory. A low risk event requires a $1 million dollar policy, moderate requires a $2 million dollar policy, high requires a $3 million dollar policy, and an extremely high risk event would require a $5 million dollar liability policy. Applicant MUST provide Certificate of Insurance with application evidencing the City of Imperial Beach and the Port of San Diego as Additional Insureds with liability coverage of $2,000,000 as a minimum. After a review of the application, applicant may be required to show proof of a policy evidencing up to $5,000,000 liability coverage. Applicant agrees to provide insurance coverage as required or to pay full costs of insurance provided through the City's policy.
   _____ (applicant initials)

2. Prior to use of any public facility, your insurance broker or carrier must issue certificates of insurance on behalf of the City. The endorsement must include the following:

   - Date(s) of the event within the "policy effective" and "policy expiration" dates.
   - Name of the insured on the certificate matches the names of the organization / individual on the application.
   - Certificate holder address is: City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

3. You may purchase special event insurance through the City of Imperial Beach.

DEPOSITS, CHARGES, AND PENALTY FEES

DEPOSIT

A deposit of $550.00 is required before any group is permitted to use the Dempsey Holder Safety Center. The deposit of $500 is refundable if the Center is left clean and undamaged. A $50 deposit is for the recycling plan and is refundable upon verification of plan implementation. The $500 deposit or part thereof will be forfeited if the Center, equipment, or any part thereof is damaged, broken or harmed during the time the renter has reserved the facility. Before the deposit is returned, cleaning fees, penalty fees and fees for any damages will be deducted.

CHARGES

- All fees must be paid when the application is submitted.
- A financial report shall be filed with the final payment of fees by groups that charge admission.
- The opening and closing fee will be paid when the application is submitted. Additional fees will be charged for any activities requiring leadership or services.
- Proof of General Liability Insurance coverage for the event **must be provided at the time of application** (and may be purchased through the City).

PENALTY FEES (_____ applicant's initials)

A regular hourly fee, plus $5.00 per minute will be charged for not having left the building at the appointed time.

NOTE: Failure to comply with any of these rules or other public safety laws during the use of any building or facility is grounds for revoking immediate and future permits by the City Manager or his appointed representative. *Any variations of policies and/or fees must have the approval of the City Manager.*

ACKNOWLEDGEMENT

I AM AN AUTHORIZED REPRESENTATIVE OF THE GROUP SUBMITTING THIS APPLICATION. I HAVE READ THE RULES AND REGULATIONS CONCERNING THE RENTAL OF THE DEMPSEY HOLDER SAFETY CENTER AND HEREBY ACCEPT RESPONSIBILITY FOR COMPLYING WITH THE PROVISIONS OF THESE RULES. AS APPLICANT, I ACCEPT THE TERMS AND CONDITIONS AND UNDERSTAND THAT FAILURE TO FOLLOW ALL TERMS AND CONDITIONS FOR USE WILL RESULT IN IMMEDIATE REVOCATION OF PRIVILEGES and EVENT CANCELLATION.

_____

Name of Applicant (Please print)

_____

Signature of Applicant Date

PROCEDURES AND FEES FOR USE
DEMPSEY HOLDER SAFETY CENTER

CAPACITY:

The capacity limits of the Center are 89 seated and 143 non-seated. In conjunction with the use of the Center, other public facilities (e.g. Pier Plaza Park) may require a Special Event Permit in addition to hourly reservation permit fees based on additional burdens or impacts to City services or the public beyond current capacity levels of the facility.

RENTAL FEES:

Depending on availability, the Center may be rented for permitted use on an hourly basis with a three (3) hour minimum charge according to the following schedule:

A.	**Program Groups: (City or Port)** Originated or co-sponsored by the City.	No charge
B.	**Community Service Organization/Non-Profit:** Imperial Beach organizations determined by the City to be community service oriented and related in purpose to be the furtherance of community programs, events and activities.	$50 hourly rental
C.	**Educational Institution/Classroom:** (1-hour minimum charge applicable to Educational institutions)	$50 hourly rental

EVENT HOURS OF USE

Events shall be limited to five (5) hours in length.

Weekdays (Monday – Friday):

June 1 – September 30	10:00 am to 6:00 pm
October 1 – May 31	10:00 am to 5:00 pm

Weekends (Saturday & Sunday):

June 1 – September 30	10:00 am to 8:00 pm
October 1 – May 31	10:00 am to 6:00 pm

OPENING & CLOSING FEES **$107**

These fees apply to all renters except City or Port Groups.

CLEANING FEES **$107/hour** (minimum 1 hour)

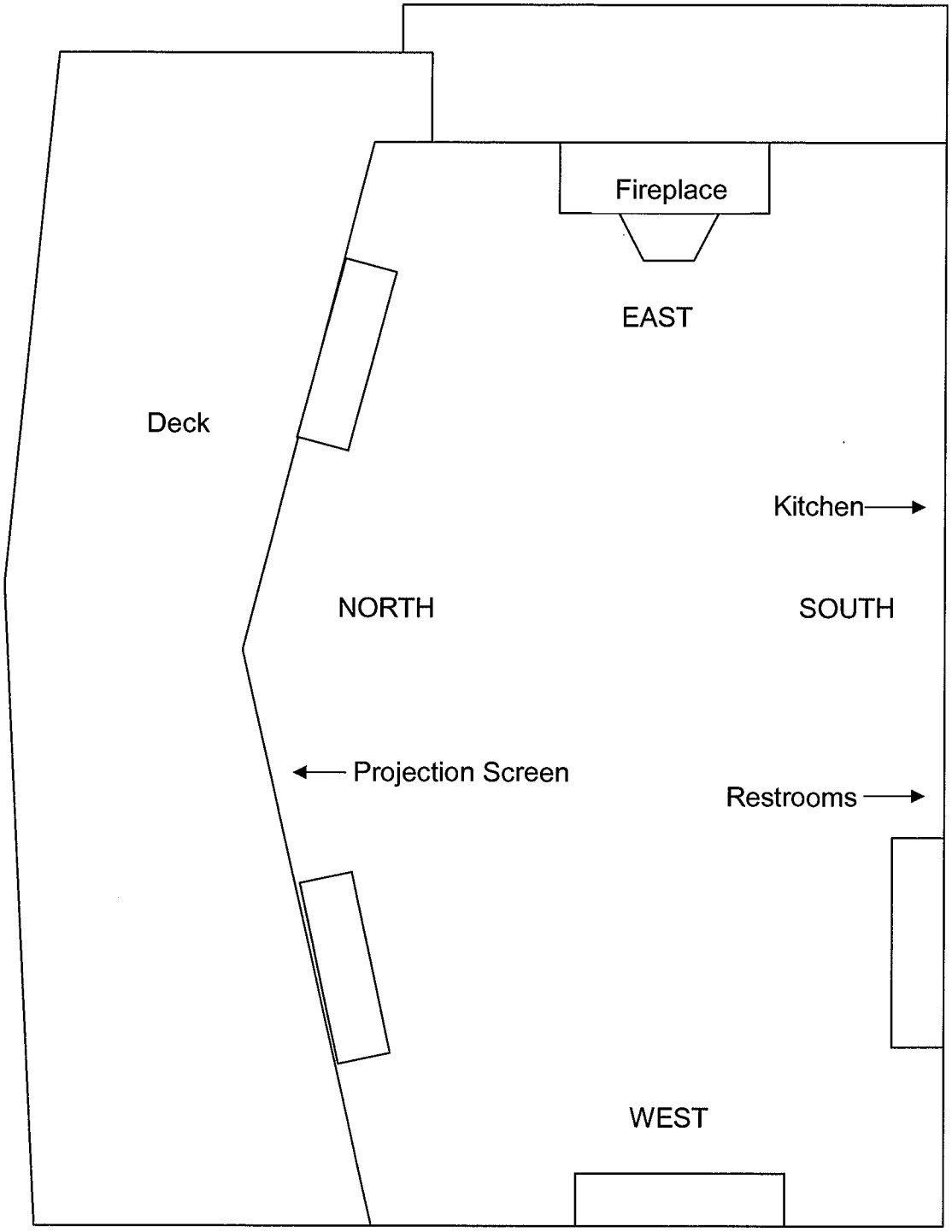
These fees apply to all renters except City or Port Groups.

MISCELLANEOUS INFORMATION

1. Tables and chairs will be set-up in advance and will be cleaned, inspected, and secured by City personnel. If a special configuration is desired for the set-up, the applicant must provide the desired configuration to Administrative Services with the application.

2. Applicant, or a designated responsible person, must be available at opening and remain in the building until the designated closing time.

3. Building and facilities, including parking and surrounding areas, are to be left in a clean, unlittered, and orderly condition.



Not to scale

Capacity:

- 89 Seated
- 143 Non-Seated

Available Tables: 8
Available Chairs: 80

SPORTS PARK RECREATION CENTER
425 IMPERIAL BEACH BLVD
IMPERIAL BEACH, CA 91932

RESERVATION FEES:

Insurance: Insurance is mandatory and can be purchased from the City or provided by applicant. Cost to be determined based on risk factor of event. A deposit of $83.32 is required upon submission of application.

Cleaning Deposit: $150.00 (Refundable upon room clearance.)

Recycling Deposit: $50.00 (Refundable upon verification of recycling.)

Hourly Rental: $50.00/hour IB Resident (MUST bring an original most recent month's SDG&E utility bill with application and government issued identification)

$100.00/hour Non-Resident

Additional Fees: As required: $50.00 Expediting fee **Applications submitted less than 60 days in advance will be charged an additional fee of $50 for expediting.**

FOR OFFICE USE ONLY

☐ Application submitted – completed, initialed and signed

☐ Penalty Fees section initialed by applicant (page 4)

☐ 60 days prior to event – all fees/deposits paid

☐ less than 60 days prior to event – all fees/deposits paid with additional expediting fee paid

☐ Insurance – City insurance paid or certificate attached to application

☐ Proof of residency – original SDG&E bill in applicant's name submitted – copied and initialed by City employee

☐ Room set up attached

☐ Total Fees Paid: _____ check cash money order (circle one)

Receipt No. _____ Staff Signature _____

Recreation Coordinator Authorized Signature: _____

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

City of Imperial Beach
SPORTS PARK RECREATION CENTER
425 Imperial Beach Blvd, Imperial Beach, CA 91932

RESERVATION APPLICATION

Please submit the application to the Sports Park Recreation Office located at 425 Imperial Beach Blvd. Applications must be submitted **sixty (60) days** in advance of the event date. **Applications submitted less than 30 days in advance will be charged an additional fee of $50 for expediting.** **NO PERMITS WILL BE PROCESSED FOR LEGAL HOLIDAYS**. Please provide proof of residency (CA identification and a copy of a current utility bill), insurance, fees, deposits, and no-fee permit requests with the application. For additional information, please call the Sports Park Recreation Center at (619) 628-1385.

Date: _____

APPLICATION

Activity Date: _____

Time Requested: _____ to _____

Organization Name: _____

Type of Activity: _____

Number of Attendees: _____

Applicant Name: _____

Applicant Address: _____

Applicant Phone Number(s): _____

Contact Person: _____

Contact Phone Number(s): _____

Will persons under 21 be present? ☐ Yes ☐ No

Will the kitchen be used? ☐ Yes ☐ No

Will food or beverages be served? ☐ Yes ☐ No

Will admission be charged? ☐ Yes ☐ No

Certificate of Insurance submitted? ☐ Yes ☐ No

FACILITY USE RULES AND REGULATIONS

Please initial.

_____ Application for permits for use of facility building may be obtained from the Sports Park Recreation Office located at 425 Imperial Beach Blvd, (619) 628-1385.

_____ Reservations for the use of the facility must be made sixty (60) days in advance of the date requested. All fees and deposits must be paid when application is submitted. Applications will be considered on a first come, first serve basis.

_____ Permits will not be issued to any person under eighteen (18) years of age. At any event where minors are present, at least one adult must be present for every 15 minors during the entire event.

_____ Use of facilities will be limited to the time specified on the permit. This includes time for preparation and clean up.

_____ Applicant will be held financially responsible for damage to facilities and equipment.

_____ Any permit may be revoked without previous notice where conflicting dates have resulted or where need of property for govemmental purposes has subsequently developed.

_____ The use of municipal buildings or facilities shall not be granted, permitted, to any individual, society, group or organization which has as its objective or as one of its objectives the overthrow, or advocacy of the overthrow of the present form of govemment of the United States or the State of Califomia, by force or violence or other unlawful means.

_____ **Building and facilities including parking and surrounding areas are to be left clean, and in orderly condition. (same condition as received)**

_____ Applicant, or designated responsible person, must remain in the building until the designated closing time.

_____ **ALCOHOL USE IS PROHIBITED.** The serving of refreshments containing alcohol is prohibited in any public building, public park, public playground, or public parking lot. No alcoholic beverage may be consumed in any public building, or facility without having received the required permit from the City Manager of the City of Imperial Beach as outlined in the Municipal Code for the City of Imperial Beach.

_____ The Sports Park Recreation Office must be notified of cancellation five (5) business days prior to the scheduled time for an activity or the full rental fee will be charged.

_____ The applicant is responsible for informing caterers/vendors that they may not deliver/pick-up before or after hours and vehicles are not allowed to park in loading zones. **NO EXCEPTIONS**

_____ Amplified music is NOT allowed anywhere outdoors or on patios without a permit. The noise ordinance must be adhered to at all times.

_____ Decorations shall not be attached, adhered, affixed, or anchored to any wall. All decorations shall be removed upon conclusion of the event. **NO** rice, flower petals, or confetti etc shall be thrown or dispersed outdoors.

_____ Existing furniture in facility is **NOT** to be stored outside.

_____ Caterers MUST have a valid City of Imperial Beach business license.

_____ All Americans with Disabilities Act (ADA) mandated access requirements must be adhered to. All regulations stated in the rules and regulations for use of public facilities are incorporated herein as conditions of this permit.

_____ All trash must be removed from the event site and either taken with you or placed in the appropriate dumpster located on site. Portions of the deposit may be withheld if trash is not taken with you or recycled.

WAIVER

Applicant waives all claims against the City of Imperial Beach (herein known as "CITY"), its officers, agents and employees, for losses or damages caused by, arising out of, or in any way connected with the exercise of this permit and Applicant agrees to hold harmless, indemnify, and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by Applicant of the rights hereby permitted, except those arising out of the sole negligence of City.

City shall have the privilege of inspecting the premises covered by this permit at any and all times.

This permit shall not be assigned to another individual or group.

City may terminate this permit at any time if Applicant fails to perform any covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the Applicant, its officers, agents, and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City.

No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Applicant agrees to comply with the terms and conditions contained in the attached exhibit(s), which terms and conditions are by this reference made part thereof. Applicant agrees to reimburse the City for all costs incurred in enforcing the provisions of this permit, including attorney fees.

Permittee hereby agrees to comply with the rules and regulations of the facility or institution subject to this permit.

_____ _____

Applicant signature Date

INSURANCE REQUIREMENTS

1. Individuals and organizations wishing to use public facilities are required to provide proof of general liability insurance coverage. This is mandatory. A low risk event requires a $1 million dollar policy, moderate requires a $2 million dollar policy, high requires a $3 million dollar policy, and an extremely high risk event would require a $5 million dollar liability policy.

2. Prior to use of any public facility, your insurance broker or carrier must issue certificates of insurance on behalf of the City. The endorsement must include the following:

   - Date(s) of the event within the "policy effective" and "policy expiration" dates.
   - Name of the insured on the certificate matches the names of the organization / individual on the application.
   - Certificate holder address is: City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

3. You may purchase special event insurance through the City of Imperial Beach.

DEPOSITS, CHARGES, AND PENALTY FEES

DEPOSIT

A deposit of $200.00 is required before any group is permitted to use the Sports Park Recreation Center. The deposit of $150.00 is refundable if the Center is left clean and undamaged. A $50.00 deposit is for the recycling plan and is refundable upon verification of plan implementation. The $200.00 deposit or part thereof will be forfeited if the Center, equipment, or any part thereof is damaged, broken or harmed during the time the renter has reserved the facility. Before the deposit is returned, cleaning fees, penalty fees and fees for any damages will be deducted.

CHARGES

- All fees and deposits must be paid when the application is submitted.
- A financial report shall be filed with the final payment of fees by groups that charge admission.
- Additional fees will be charged for any activities requiring leadership or services.
- Proof of General Liability Insurance coverage for the event **must be provided at the time of application** (and may be purchased through the City).

PENALTY FEES (_____ applicant's initials)

A regular hourly fee, plus $5.00 per minute will be charged for not having left the building at the appointed time.

NOTE: Failure to comply with any of these rules or other public safety laws during the use of any building or facility is grounds for revoking immediate and future permits by the City Manager or his appointed representative. *Any variations of policies and/or fees must have the approval of the City Manager.*

ACKNOWLEDGEMENT

I AM AN AUTHORIZED REPRESENTATIVE OF THE GROUP SUBMITTING THIS APPLICATION. I HAVE READ THE RULES AND REGULATIONS CONCERNING THE RENTAL OF THE SPORTS PARK RECREATION CENTER AND HEREBY ACCEPT RESPONSIBILITY FOR COMPLYING WITH THE PROVISIONS OF THESE RULES. AS APPLICANT, I ACCEPT THE TERMS AND CONDITIONS AND UNDERSTAND THAT FAILURE TO FOLLOW ALL TERMS AND CONDITIONS FOR USE WILL RESULT IN IMMEDIATE REVOCATION OF PRIVILEGES and EVENT CANCELLATION.

_____

Name of Applicant (Please print)

_____

Signature of Applicant Date

PROCEDURES AND FEES FOR USE SPORTS PARK RECREATION CENTER

CAPACITY:

The current capacity limits of the Center are:

- Patio 120
- Gym 323 seated and 720 standing

In conjunction with the use of the Center, other public facilities (park, ball field, and picnic areas) may require a Special Event Permit in addition to hourly reservation permit fees based on additional burdens or impacts to City services or the public beyond current capacity levels of the facility.

RENTAL FEES

A.	**Program Groups:** Originated or co-sponsored by the City or its contract agent for recreational or other purposes.		**NO CHARGE**
C.	**Private or Closed Groups:** Groups which by nature exclude the general public such as birthday parties, weddings, receptions, etc. This group is further classified as resident of City of Imperial Beach or non-resident.	**RESIDENT -** **NON-RESIDENT -**	**$50 / hour** **$100 / hour**
D.	**Special or Commercial Groups:** Groups that hold trade shows, special displays, fundraising events to perpetuate special interests, unions and employee associations.		**$100 / hour**

EVENT HOURS OF USE

Events shall be a minimum of two (2) hours and maximum of five (5) hours in length.

Monday through Saturday	11:00 A.M. - 10:00 P.M

CLEANING DEPOSIT

This deposit applies to all renters except Program Groups. **$200.00**

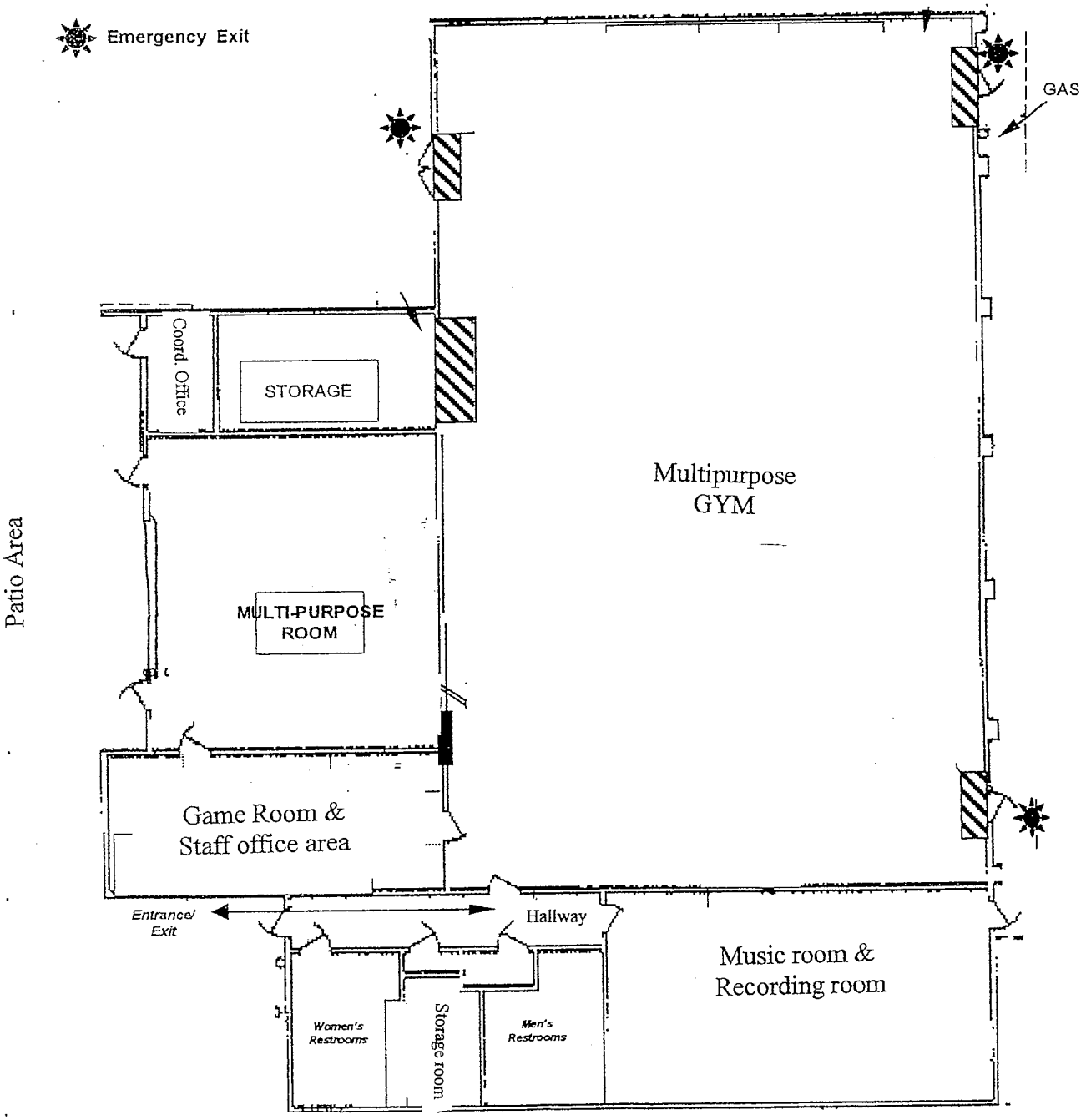
MISCELLANEOUS INFORMATION

1. Tables and chairs will be set-up in advance and will be cleaned, inspected, and secured by City personnel. If a special configuration is desired for the set-up, the applicant must provide the desired configuration with the application.

2. Applicant, or a designated responsible person, must be available at opening and remain in the building until the designated closing time.

3. Building and facilities, including parking and surrounding areas, are to be left in a clean, unlittered, and orderly condition.

City Of Imperial Beach
Sports park Recreation Center



City of Imperial Beach
SPORTS PARK RECREATION CENTER
Mailing Address: 825 IMPERIAL BEACH BLVD. IMPERIAL BEACH, CA 91932 Phone: (619) 628-1385

APPLICATION PERMIT FOR USE OF CITY RECREATION FACILITIES

RESERVATION INFORMATION: (CHECK ONE)

☐ **AIR JUMP PERMIT** ☐ **BALL FIELD PERMIT** ☐ **PICNIC SHELTER PERMIT**

☐ **MUSIC REHEARSAL STUDIO PERMIT** **Date Desired:** _____

Athletic Field: (Circle One) **A B C D E F**

Picnic Shelter: (Circle One) **#1 #2 #3 #4 #5 (ADA) #6 #7 ALL**

Air Jump Area: (Circle One) **A B C**

Music Studio: (Circle One) **Youth/Teen (Designated Hours) Adult Use (Appointment Only)**

Hours Requested: **Arrive:** _____ **A.M./P.M.** **Leave:** _____ **A.M./P.M.**

PERMITTEE INFORMATION: ☐ **Resident** ☐ **Non-Resident**

Organization (Permittee): _____ Street Address: _____

City: _____ State: ____ Zip Code: ____ Phone: (Home)_____ (Work) _____

Refund to:_____

Estimated Attendance:_____ Special Event Permit Required: YES NO (STAFF USE ONLY)

Other: _____

I certify to the best of my knowledge and belief the above statements are true and correct. On behalf of and as authorized by the permittee, I certify that the permittee agrees to reimburse the City of Imperial Beach for any loss or damage to the premises caused by this usage, and to defend, indemnify and hold harmless the City from and against any/all liability which may arise from the use of the premises or equipment by the permittee, including, but not limited to the actins of the participants, spectators, and other at tenders. Further, on behalf of the permittee, I agree that I shall be the responsible person who will be present throughout the entire period of the activity for which the permit is issued, and will be primarily responsible for permittee's adherence to the regulations governing the use of City facilities, including those provisions which are attached hereto as "Rules and regulations."

I have read and understand al of the attached rules and regulations governing the use of the facility that are listed n the reverse side of this application. The permittee further understands and acknowledges that this permit may be revoked for any violation of the rules and regulations upon the verbal notice of any responsible employee of the City of Imperial Beach to the permittee or such responsible person present on behalf of permittee.

By (Permittee), _____, who hereby certifies that he/she is the duly qualified and authorized representative of Permittee as set forth in this Application and Permit, and is authorized to make this application on permittee's behalf.

CERTIFICATION:

Applicant Signature: _____ Date:_____

Authorized Signature: _____ Date:_____

STAFF USE ONLY

Total Fees Paid: $_____ **Check No.**_____ **Acct. No.#** _____
Deposit Paid: $_____ **Receipt No.**_____ **STAFF SIGNATURE:** _____

White: Administrative Services Canary: Permittee Pink: Recreation Services Office

RECREATION FACILITIES RULES AND REGULATIONS
(Chapter 12.56 IBMC)

1. ALL trash and litter must be placed in designated trash receptacles.
2. NO amplified music or sound from radios, TV's, live music, or generators, except by special sound amplification permit of the City Manager and/or designee.
3. NO animals in the park except dogs and cats on a leash not to exceed six feet in length. No pets shall defecate within any area of the public park. All feces must be removed person in control of dog or cat to a proper receptacle.
4. NO vehicles or motorcycles are authorized on park facilities. All vehicles and motorcycles must stay in authorized parking lots and areas.
5. NO discharging of fireworks or firecrackers without proper special permit and UFC compliance.
6. Alcoholic consumption and open containers of alcohol beverages are **prohibited** in park areas. NO keg beer or glass containers are permitted.
7. Fires are permitted in designated picnic barbecue grills. No cooking fires are accepted outside designated barbecue receptacles.
8. Park Hours are 7:00 a.m. until 10:00 p.m. Picnic Shelter use is from 7:00 a.m. until dusk. NO OVERNIGHT CAMPING IS PERMITTED.
9. Picnic Shelter Reservations are available Weekends and Designated Holidays. All other days are by a first-come, first–serve basis unless reserved.
10. Group functions in parks in excess of 50 people require a Special Event Permit subject to review by City Manager.
11. Electricity is not provided for public use in any recreation facilities. Fees for night ball field reservations where designated are subject to a fee surcharge as determined by City Manager.
12. Air Jumps are allowed in designated areas only by PERMIT only.
13. Person signing permit application must be a resident to receive resident rate. Proof of residency required.

RESERVATION POLICY

A permit and reservation system is available to the public in Sports Park for Air Jump, Ball Field and Picnic Shelter uses in Sports Park. Reservation are made in the City's Recreation Services Office at the Sports Park Recreation Center, located at 425 Imperial Beach Blvd., Imperial Beach, 7:30 a.m. to 4:00 p.m., Monday through Friday, and must be made before 3:00 p.m. on the Thursday preceding the reservation weekend. Both reservation fee(s) and deposit must be paid no later than twenty-fours (24) after the Permittee is provided a reservation voucher for payment of deposit at the City's Administrative Services Department. located at City Hall. 825 Imperial Beach Blvd. Imperial Beach, CA.

All Group Use Fees are established by fee schedule as adopted by the City Council for each fiscal year period. Deposits are refundable if area is left clean. free from damage and Picnic Shelter Rules and Regulations are not violated.

CANCELLATION POLICY

Seven or more days in advance	Full Refund less $5.00 handling fee
Less than seven days in advance	Cleaning Deposit Only

Rain cancellation days are determined by the City Manager and/or designee and Permittee will receive full refund or reschedule opportunity.

I,_____, (Permittee) have read and understand the above rules and policies. I understand that it is my responsibility to furnish these to all of those participating in and planning my activity.

_____ Date:_____

Permittee Signature

City of Imperial Beach
Sports Parks Recreation Center
Daily Use Fee Schedule

Fee Type:	Fee/Deposit:	Comments:
Parks Picnic Shelter:		
Picnic Shelter Daily Rental Fee(resident)	$35.00	
Picnic Shelter Daily Rental Fee (non-resident)	$50.00	
Senior/Disabled Rental Fee (Resident)	$10.00	
Senior/Disabled Rental Fee (non-resident)	$15.00	
Security/Cleaning Deposit	$45.00	
Air Jump Permits Fee:		
Resident Fee	$25.00	10x10 per site
Non-Resident Fee	$50.00	10x10 per site
Security/Damage Deposit Air Jumps	$25.00	
Athletic Fields/Batting Cage		
Adult Softball Field Rental Fee(Resident)	$10.00	Per hour
Adult Softball Field Rental Fee (non-resident)	$20.00	Per hour
Senior Softball Field Rental Fee (Resident)	$0.00	
Youth Games/Sports Leagues (Recognized Groups)	$0.00	
Youth Games/Sports Leagues (resident)	$10.00	Per hour
Youth Games/Sports Leagues (non-resident)	$20.00	Per hour
Commercial Activities&Tournaments	$25.00	Per hour
Field Lights Surcharge (night games)	$10.00	Per hour
Sports Park Batting Cage Rental (per cage)		
Recognized Leagues	$0.00	No charge
Resident	$20-$30	$20/hour;30/2 hr.
Non- Resident	$30-$50	$30/ hour; $50 /2 hr.
Music/Rehearsal Fees:		
Youth Fees (Resident)	$0.00	2 hours
Youth Fees (Non-Resident)	$10.00	Per hour
Adult Fees (Resident)	$20.00	Per hour
Adult Fee (Non-Resident)	$25.00	
Music/Recording Session Fee:		
Youth Fees (Resident)	$0.00	Per hour
Youth Fees (non-resident)	$15.00	Per hour
Adult Fee (resident & Non resident)	$25.00	Per hour
Music Guitar Club		
Any age	$5.00	Per 10Wk. Session

Fee Type:	Fee/Deposit:	Comments:
Membership Cards Fee:		
Youth Fees (resident)	$5.00	
Youth Fees (non-resident)	$5.00	
Annual Fee	$0.00	
Daily Pass	$0.00	
Lost Card Fee	$1.00	
Senior Center Membership Card	$1.00	New Fee
Senior Membership "Replacement" Card	$1.00	New Fee
Programs/Special Events		
Teen Room/Activities/Movies	$1.00	Per Activity
Youth Dances/Mike Night	$2.00	D/J Dance
Band Night/Special Event Night	Up to $10.00	Family Nights
Youth Basketball Leagues/Clinics	Up to $10.00	Per Event
Recreation Center Activities:		
Computer Lab Adult Fee	$10.00	Per hour
Computer Lab youth/Teen Fee	$0.00	Per hour
Computer Lab Adult Internet Use Fee	$10.00	Per hour
Computer Lab Youth/Teen Internet Fee	$0.00	Per hour
Computer Lab Printing Charge	$0.10	Per Page
Facility Use Fee:		
Resident	$50.00	Per hour/3 hr min
Non-Resident	$100.00	Per hour/3 hr min