



# A G E N D A

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



JUNE 3, 2009

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/ REPORTS ON ASSIGNMENTS AND COMMITTEES**

### **COMMUNICATIONS FROM CITY STAFF**

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

### **ORDINANCES/PRESENTATIONS (1.1)**

#### **1.1 PROCESS TO FILL VACANCY ON THE CITY COUNCIL. (0430-05, 0430-30 & 0430-65)**

City Manager's Recommendation:

1. Adopt Ordinance No. 2009-1087
  - a. Mayor calls for the reading of the title of Ordinance No. 2009-1087 – “An ordinance of the City Council of the City Council of the City of Imperial Beach, calling and giving notice of the holding of a Special Municipal Election to be held on Tuesday, November 2, 2010, for the election of one member of the City Council for the remainder of a four-year term which expires November 2012, and providing that a person appointed to fill the vacancy holds office only until the November 2, 2010 Special Election”;
  - b. City Clerk to read title of Ordinance No. 2009-1087; and
  - c. Motion to waive further reading, introduce, pass and adopt Ordinance No. 2009-1087 by title only;

**(Continued on Next Page)**

**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.**

## **ORDINANCES/PRESENTATIONS (Continued)**

2. Adopt Resolution No. 2009-6768 – Requesting the Board of Supervisors of the County of San Diego to hold a Special Municipal Election on November 2, 2010, and to consolidate that Municipal Election with the November 2, 2010 Statewide Election pursuant to §10403 of the Elections Code; and
3. Adopt Resolution No. 2009-6769 – Appointing Diane Rose to fill the vacancy in the Office of City Councilmember Fred McLean.
4. The City Clerk present a Certificate of Appointment and administer the Oath of Office to Diane Rose; and
5. Diane Rose then be inducted into the respective office of Member of the City Council.

**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 May 6, 2009.

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

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 68724 through 68817 with the subtotal amount of \$814,704.03; and Payroll Checks 41057 through 41111 for the pay period ending 05/07/09 and Payroll Checks 41112 through 41171 for the pay period ending 05/21/09 with the subtotal amount of \$313,909.09; for a total amount of \$1,128,613.12.

### **2.3 RESOLUTION NO. 2009-6763 – ADOPTING THE NEW DISADVANTAGED BUSINESS ENTERPRISE (DBE) RACE CONSCIOUS AND RACE NEUTRAL PROGRAM AGREEMENT AND ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL) FOR FEDERAL FISCAL YEAR 2009-2010. (0380-08)**

City Manager's Recommendation: Adopt resolution.

### **2.4 RESOLUTION NO. 2009- 6766 – AUTHORIZING A TWO-YEAR AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND JESSOP AND SON LANDSCAPING & TURF CARE FOR SPORTS PARK MAINTENANCE SERVICES. (0920-40 & 0940-10)**

City Manager's Recommendation: Adopt resolution.

### **2.5 RESOLUTION NO. 2009-6764 – CONTINUING THE EMPLOYMENT OF CITY MANAGER GARY R. BROWN UNDER THE SAME TERMS AND CONDITIONS OF HIS EXISTING EMPLOYMENT AGREEMENT. (0530-60)**

City Manager's Recommendation: Adopt resolution.

### **2.6 RESOLUTION NO. 2009-6767 – APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE J. SIMMS AGENCY FOR PUBLIC RELATIONS SERVICES. (0160-05)**

City Manager's Recommendation: Adopt resolution.

### **ORDINANCES – PUBLIC HEARING/INTRODUCTION/FIRST READING (3.1)**

#### **3.1 ORDINANCE NO. 2009-1086 – ADOPTING THE REVISED SEWER SERVICE RATES FOR SANITARY SEWER SERVICE AND AMENDING SECTION 13.06.140.B OF CHAPTER 13.06 OF THE IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SEWER SERVICE CHARGES - DESIGNATED. (0830-95)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report;
3. Receive public testimony;
4. Close the public hearing;
5. Mayor calls for the reading of the title of Ordinance No. 2009-1086 – “An Ordinance of the City Council of the City of Imperial Beach, California, adopting the revised sewer service rates for sanitary sewer service and amending section 13.06.140.B of Chapter 13.06 of the Imperial Beach Municipal Code pertaining to sewer service charges - designated;
6. City Clerk to read title of the Ordinance No. 2009-1086; and
7. Motion to waive further reading and dispense with the introduction of Ordinance No. 2009-1086 by title only and set the matter for adoption at the next regularly scheduled City Council meeting.

### **ORDINANCES – SECOND READING & ADOPTION (4)**

None.

### **PUBLIC HEARINGS (5.1)**

#### **5.1 KAMAL NONA (OWNER)/STOSH THOMAS (ARCHITECT); CONDITIONAL USE PERMIT (CUP 060398), DESIGN REVIEW (DRC 060399), SITE PLAN REVIEW (SPR 060400) FOR TWO MIXED USE DEVELOPMENTS WITH TWO RETAIL COMMERCIAL SPACES AND TWO RESIDENTIAL UNITS FOR EACH DEVELOPMENT (FOUR COMMERCIAL AND FOUR RESIDENTIAL UNITS TOTAL) LOCATED AT 1120, 1122 13<sup>TH</sup> STREET AND 1150, 1152 13<sup>TH</sup> STREET, IN THE C-3 (NEIGHBORHOOD COMMERCIAL) ZONE. MF 863. (0600-20)**

City Manager's Recommendation:

1. Declare the continued public hearing open;
2. Receive report and public testimony;
3. Close the public hearing; and
4. Adopt Resolution No. 2009-6765 – Approving Conditional Use Permit (CUP 060398), Design Review Case (DRC 060399) and Site Plan Review (SPR 060400), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

### **REPORTS (6.1)**

#### **6.1 CLEAN AND GREEN PROGRAM – UPDATE. (0640-95)**

City Manager's Recommendation: Review and comment on the guidelines.

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

**ADJOURNMENT**

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

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

[www.cityofib.com](http://www.cityofib.com).

Copies of this notice were provided on May 29, 2009 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

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

*AFFIDAVIT OF POSTING*

I, Jacqueline M. Hald, CMC, City Clerk of the City of Imperial Beach, hereby certify that the Agenda for the Regular Meeting as called by the City Council, Redevelopment Agency, Planning Commission, and Public Financing Authority of Imperial Beach was provided and posted on May 29, 2009. Said meeting to be held at 6:00 p.m. June 3, 2009, in the Council Chambers, 825 Imperial Beach Boulevard, Imperial Beach, California. Said notice was posted at the entrance to the City Council Chambers on May 29, 2009 at 3:00 p.m.

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Jacqueline M. Hald, CMC  
City Clerk



## STAFF REPORT CITY OF IMPERIAL BEACH

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

MEETING DATE: JUNE 3, 2009  
ORIGINATING DEPT.: JACQUELINE M. HALD, CITY CLERK *JMH*  
LISA FOSTER, DEPUTY CITY ATTORNEY

SUBJECT: PROCESS TO FILL VACANCY ON THE CITY COUNCIL

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### BACKGROUND & DISCUSSION:

Due to the death of Councilmember Fred McLean, a vacancy was created for the remainder of his term expiring in November 2012. City Council held a special meeting on May 27, 2009 to discuss filling the vacancy.

The City Council selected former Mayor Diane Rose to fill a portion of Councilmember McLean's remaining term, to serve until a special election can be held on November 2, 2010.

Adoption of the attached ordinance and resolutions are required to begin the Special Municipal Election process, consolidate with the Statewide election and fill the vacancy on the City Council.

**Ordinance No. 2009-1087** calls and gives notice of the holding of a Special Municipal Election to be held on Tuesday, November 2, 2010, for the election of one member of the City Council for the remainder of a four year term which expires on November 2012, and providing that a person appointed to fill the vacancy holds office only until the November 2, 2010 Special Election.

**Resolution No. 2009-6768** requests the Board of Supervisors of the County of San Diego to hold a Special Municipal Election on November 2, 2010, and to consolidate that Municipal Election with the November 2, 2010 Statewide Election pursuant to §10403 of the Elections Code.

**Resolution No. 2009-6769** appoints Diane Rose to fill the vacancy in the Office of City Councilmember Fred McLean.

### FISCAL ANALYSIS:

The cost to consolidate the Special Municipal Election (one Member of the City Council with a term expiring November 2012) and the Regular General Municipal election (Mayor and two members of the City Council with terms expiring November 2014) with the Statewide Election could approach \$10,000. In 2008, the cost for the election of two Members of the City Council was over \$6,000.

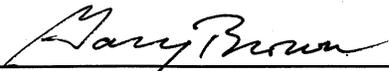
**DEPARTMENT RECOMMENDATION:**

That the City Council adopts the following:

1. Ordinance No. 2009-1087
  - a. Mayor calls for the reading of the title of Ordinance No. 2009-1087 – “An ordinance of the City Council of the City of Imperial Beach, calling and giving notice of the holding of a Special Municipal Election to be held on Tuesday, November 2, 2010, for the election of one member of the City Council for the remainder of a four year term which expires November 2012, and providing that a person appointed to fill the vacancy holds office only until the November 2, 2010 Special Election”;
  - b. City Clerk to read title of Ordinance No. 2009-1087; and
  - c. Motion to introduce, pass and adopt Ordinance No. 2009-1087 by title only;
2. Motion to adopt Resolution No. 2009-6768 – requesting the Board of Supervisors of the County of San Diego to hold a Special Municipal Election on November 2, 2010, and to consolidate that Municipal Election with the November 2, 2010 Statewide Election pursuant to §10403 of the Elections Code; and
3. Motion to adopt Resolution No. 2009-6769 – appointing Diane Rose to fill the vacancy in the Office of City Councilmember Fred McLean.
4. The City Clerk shall present a Certificate of Appointment and administer the Oath of Office to Diane Rose; and
5. Diane Rose shall then be inducted into the respective office of Member of the City Council.

**CITY MANAGER’S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

1. Ordinance No. 2009-1087
2. Resolution No. 2009-6768
3. Resolution No. 2009-6769

**ORDINANCE NO. 2009-1087**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 2, 2010, FOR THE ELECTION OF ONE MEMBER OF THE CITY COUNCIL FOR THE REMAINDER OF A FOUR-YEAR TERM WHICH EXPIRES ON NOVEMBER 2012, AND PROVIDING THAT A PERSON APPOINTED TO FILL THE VACANCY HOLDS OFFICE ONLY UNTIL THE NOVEMBER 2, 2010 SPECIAL ELECTION**

**WHEREAS**, Councilmember Fred McLean passed away on May 24, 2009; and

**WHEREAS**, the term of Councilmember McLean's office does not expire until November 2012;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DOES ORDAIN, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law cities, there is called and ordered to be held in the City of Imperial Beach, California, on Tuesday, November 2, 2010, a Special Municipal Election for the purpose of electing one Member of the City Council to serve the remainder of a four-year term which expires on November 2012.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk is authorized to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 7. That pursuant to Government Code section 36512(c)(3), any person who is appointed to fill Councilmember McLean's vacancy shall hold the office only until the November 2, 2010 Special Municipal Election.

Section 8. That the City Clerk shall certify to the passage and adoption of this Ordinance.

Section 9. This Ordinance shall take effect immediately upon adoption pursuant to Government Code section 36937(a), as an ordinance pertaining to elections.

Section 10. Before the expiration of fifteen (15) days after its passage, the ordinance shall be published pursuant to the provisions of Government Code section 36933.

Section 11. This Ordinance shall not be codified.

**INTRODUCED PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 3<sup>rd</sup> day of June 2009 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 true and correct copy of Ordinance No. 2009-1087, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 2, 2010, FOR THE ELECTION OF ONE MEMBER OF THE CITY COUNCIL FOR THE REMAINDER OF A FOUR-YEAR TERM WHICH EXPIRES ON NOVEMBER 2012, AND PROVIDING THAT A PERSON APPOINTED TO FILL THE VACANCY HOLDS OFFICE ONLY UNTIL THE NOVEMBER 2, 2010 SPECIAL ELECTION.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

**RESOLUTION NO. 2009-6768**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO HOLD A SPECIAL MUNICIPAL ELECTION ON NOVEMBER 2, 2010, AND TO CONSOLIDATE THAT MUNICIPAL ELECTION WITH THE NOVEMBER 2, 2010 STATEWIDE ELECTION PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE**

WHEREAS, on June 3, 2009, the City Council of the City of Imperial Beach called a Special Municipal Election to be held on November 2, 2010, for the purpose of filling the remaining two years of the term of Councilmember Fred McLean, who passed away on May 24, 2009; and

WHEREAS, it is desirable that this Special Municipal Election be consolidated with the Statewide Election to be held on the same date and that within the City of Imperial Beach the election precincts, polling places, voting booths and election officials for the two elections be the same; and

WHEREAS, it is desirable that the Board of Supervisors of the County of San Diego be authorized to canvass the returns of the Special Municipal Election; and

WHEREAS, it is desirable that this election and the Statewide Election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of Section § 10403 of the Elections Code, the Board of Supervisors of the County of San Diego is hereby requested to consent and agree to hold a Special Municipal Election on Tuesday, November 2, 2010, for the purpose of the election of the office of Member of the City Council to serve the remainder of a four year term, and to consolidate that Special Municipal Election with the statewide election to be held on the same date.

Section 2. That the County Election Department is authorized to canvass the returns of the Special Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Imperial Beach recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of San Diego County.

Section 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 3rd day of June 2009, by the following roll call vote:

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

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**JAMES C. JANNEY,**  
**MAYOR**

**ATTEST:**

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

**RESOLUTION NO. 2009-6769**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPOINTING DIANE ROSE TO FILL THE VACANCY IN THE OFFICE OF CITY COUNCILMEMBER FRED MCLEAN**

**WHEREAS**, on May 24, 2009, City Councilmember Fred McLean passed away;  
and

**WHEREAS**, Councilmember McLean had been reelected in 2008, with a four-year term expiring in November 2012; and

**WHEREAS**, at a Special Council meeting on May 27, 2009, the City Council selected former Mayor Diane Rose to fill a portion of Councilmember McLean's remaining term, to serve until a special election can be held on November 2, 2010.

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

Pursuant to Government Code section 36512, Diane Rose is appointed as a member of the City Council and shall serve until the election of a new councilmember on November 2, 2010.

**BE IT FURTHER RESOLVED** that Ms. Rose shall take office effective at the Regular Council Meeting on June 3, 2009, and shall serve exactly as if elected at a municipal election for the office.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 3rd day of June 2009, by the following roll call vote:

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

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

**ATTEST:**

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



**DRAFT**

**MINUTES**

**Item No. 2.1**

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

**MAY 6, 2009**

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

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

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

**ROLL CALL BY CITY CLERK**

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

Staff present:	City Manager Brown; City Attorney Lough; City Clerk Hald
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**CLOSED SESSION**

**MOTION BY MCLEAN, SECOND BY BRAGG, TO ADJOURN TO CLOSED SESSION UNDER:**

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code Section 54957

Title: City Manager

**MOTION CARRIED UNANIMOUSLY.**

MAYOR JANNEY adjourned the meeting to Closed Session at 5:30 p.m. and he reconvened the meeting to Open Session at 6:00 p.m. Reporting out of Closed Session, MAYOR JANNEY announced Council met earlier in Closed Session, received information from staff, and had no reportable action.

**REGULAR MEETING CALL TO ORDER**

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

**ROLL CALL**

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

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

**PLEDGE OF ALLEGIANCE**

MAYOR JANNEY led everyone in the Pledge of Allegiance.

**AGENDA CHANGES**

None.

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

MAYOR JANNEY spoke about the dedicated efforts of Councilmembers on regional representation assignments such as SANDAG and MTS and the benefits to the region and local community because of them.

MAYOR PRO TEM BRAGG spoke about attending the League of California Cities Quarterly Dinner meeting in Oceanside along with Councilmember King, and the Heartland Communications Facility Authority meeting; she spoke about her participation in the Citywide Garage Sale and how Dody, a local resident celebrating her 85<sup>th</sup> birthday, was the cashier, they raised \$467.65 for the Skate Park; and she reported on the Chamber of Commerce meeting where Capt. Gaiani was the guest speaker.

COUNCILMEMBER MCLEAN reported on the First Friday breakfast that took place at the San Diego Country Club and attending the SCEDC meeting along with Mayor Janney where they received information on the importance of water conservation.

COUNCILMEMBER KING also attended the SCEDC meeting; and reported on the League of California Cities Dinner meeting.

COUNCILMEMBER MCCOY reported that she will be attending a Metropolitan Wastewater Board meeting where an increase in rates will be addressed; she announced Baja by the Sea is scheduled for May 30 at Seaport Village; on June 2 COBRO and the Borders Committee will look at the carbon footprint on both sides of the border; and May 9 is Migratory Bird Day.

MAYOR JANNEY announced businesses can hire youths for the summer through Comprehensive Training Services (CTS); and questioned why the capital for recycled piping is higher in the north county compared to the south county and asked Councilmember McCoy to raise the issue at the meeting tomorrow.

**COMMUNICATIONS FROM CITY STAFF**

None.

**PUBLIC COMMENT**

None.

**PRESENTATIONS (1.1 - 1.2)**

**1.1 PRESENTATION OF PROCLAMATION IN RECOGNITION OF NATIONAL BEACH SAFETY WEEK. (0410-30)**

MAYOR JANNEY presented the proclamation to Lifeguard Captain Stabenow.

CAPTAIN STABENOW announced an open house will be held at the Dempsey Holder Safety Center on Friday, May 22, from 10:00 a.m. to 2:00 p.m. for elementary school group tours and Saturday, May 23, from 10:00 a.m. to 12:00 p.m. for public tours and at 11:00 a.m. a helicopter ocean rescue demonstration will take place just south of the pier.

**1.2 PRESENTATION ON THE PROGRESS 211 SAN DIEGO HAS MADE IN THE PAST YEAR BY MONA FREELS, CHIEF OPERATING OFFICER. (0150-20)**

MONA FREELS, Chief Operating Officer of 211 San Diego, gave a PowerPoint presentation.

City Council requested public information also be provided in Spanish, the actual number of calls 211 San Diego receives from Imperial Beach, and that the pie charts have more detailed information so that it captures the needs of I.B. residents.

**CONSENT CALENDAR (2.1 - 2.9)**

**MOTION BY MCLEAN, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.9. MOTION CARRIED UNANIMOUSLY.**

**2.1 MINUTES.**

Approved the minutes of the regular City Council meetings of April 1 and April 15, 2009.

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

Ratified the following registers: Accounts Payable Numbers 68368 and 68416 through 68637 with the subtotal amount of \$2,412,937.98; and Payroll Checks 40891 through 40944 for the pay period ending 03/26/09 and 40945 through 40998 for the pay period ending 04/09/09 with the subtotal amount of \$305,230.51; for a total amount of \$2,718,168.49.

**2.3 RESOLUTION NO. 2009-6740 – RENEWAL OF MICHAL PIASECKI CONSULTING CONTRACT FOR FISCAL YEAR 2009/2010. (1110-05)**

Adopted resolution.

**2.4 RESOLUTION NO. 2009-6746 – REVISING COUNCIL POLICY NO. 419: TICKET DISTRIBUTION POLICY TO ALLOW EMPLOYEES TO RECEIVE NO MORE THAN SIX (6) TICKETS PER EVENT. (0420-87 & 0420-95)**

Adopted resolution.

**2.5 RESOLUTION NO. 2009-6745 – AUTHORIZING PURCHASE OF OPTICAL DRIVE FOR ELECTRONIC RECORDS STORAGE. (1110-05)**

Adopted resolution.

- 2.6 RESOLUTION NO. 2009-6744 – AUTHORIZING STAFF TO RECEIVE SUMMARY BACKGROUND REPORTS. (0390-05)**  
Adopted resolution.
- 2.7 RESOLUTION NO. 2009-6748 – AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY REGARDING PARTICIPATION IN AND REIMBURSEMENT FUNDING FOR THE CITIES READINESS INITIATIVE PROGRAM. (0210-05)**  
Adopted resolution.
- 2.8 RESOLUTION NO. 2009-6747 – AUTHORIZING THE FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SCRIPPS HEALTH FOR EMERGENCY MEDICAL TECHNICIAN PARAMEDIC FIELD CARE AUDITS AND QUALITY IMPROVEMENT PROGRAM/PLAN. (0250-20)**  
Adopted resolution.
- 2.9 RESOLUTION NO. 2009-6752 – AUTHORIZING SALE OF SURPLUS PROPERTY. (0380-45)**  
Adopted resolution.

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

None.

**ORDINANCES – SECOND READING & ADOPTION/PUBLIC HEARING (4.1)**

- 4.1 ORDINANCE NO. 2009-1084 – AN ORDINANCE REPEALING AND ADDING SECTION 3.04.160, RELATING TO PROFESSIONAL SERVICES CONTRACTING PROCESSES. (0400-95)**

CITY MANAGER BROWN introduced the item.

MAYOR JANNEY called for the reading of the title of Ordinance No. 2009-1084.

CITY CLERK HALD read the title of Ordinance No. 2009-1084, "An ordinance of the City Council of the City of Imperial Beach, California, repealing and adding Section 3.04.160, relating to professional services contracting processes."

**MOTION BY MCLEAN, SECOND BY MCCOY, TO DISPENSE THE SECOND READING AND ADOPT ORDINANCE NO. 2009-1084 BY TITLE ONLY. MOTION CARRIED UNANIMOUSLY.**

**PUBLIC HEARINGS (5.1 - 5.4)**

**5.1 KAMAL NONA (OWNER)/STOSH THOMAS (ARCHITECT); CONDITIONAL USE PERMIT (CUP 060398), DESIGN REVIEW (DRC 060399), SITE PLAN REVIEW (SPR 060400) FOR TWO MIXED USE DEVELOPMENTS WITH TWO RETAIL COMMERCIAL SPACES AND TWO RESIDENTIAL UNITS FOR EACH DEVELOPMENT (FOUR COMMERCIAL AND FOUR RESIDENTIAL UNITS TOTAL) LOCATED AT 1120, 1122 13<sup>TH</sup> STREET AND 1150, 1152 13<sup>TH</sup> STREET, IN THE C-3 (NEIGHBORHOOD COMMERCIAL) ZONE. MF 863. (0600-20)**

MAYOR JANNEY declared the continued public hearing open.

CITY MANAGER BROWN introduced the item.

ASSOCIATE PLANNER FOLTZ gave a PowerPoint presentation on the item.

FERAS (RUSTY) BARGHOUT expressed concern about shared handicapped parking and having the handicapped traverse through traffic; he claimed there was a green utility box in the middle of the parking lot, he expressed concern about the notification process, the parking agreement, and having to construct a new sidewalk on his property (additional speaking time donated by SAM BARGHOUT).

MAYOR JANNEY announced that over the past year he had spoken to both Mr. Nona and Mr. Barghout regarding the project.

Concerns raised by City Council were: access and parking requirements, the public notification process, the location of the utility box, and xeriscape landscaping; a request was made of staff to show the vote of the Design Review Board in the future.

In response to questions raised, staff clarified that it would be the responsibility of the applicant to pay for access and sidewalk improvements and that the disabled would use an ADA-compliant walkway and not traverse through the parking lot; staff would look at relocating the two handicapped parking spaces so that they are shared evenly by all the businesses.

**MOTION BY MCLEAN TO ADOPT RESOLUTION NO. 2009-6761 – APPROVING A CONDITIONAL USE PERMIT (CUP 060398), DESIGN REVIEW CASE (DRC 060399), AND SITE PLAN REVIEW (SPR 060400) FOR TWO MIXED-USE DEVELOPMENTS WITH TWO RETAIL COMMERCIAL SPACES AND TWO RESIDENTIAL UNITS IN EACH BUILDING (FOUR COMMERCIAL AND FOUR RESIDENTIAL UNITS TOTAL) LOCATED AT 1120, 1122 13<sup>TH</sup> STREET AND 1150, 1152 13<sup>TH</sup> STREET, IN THE C-3 (NEIGHBORHOOD COMMERCIAL) ZONE. MF 863**

City Council discussion continued. Concerns were again raised regarding the process for public notification of the hearing; adding xeriscape landscaping as part of the CUP; a request was made to see copies of the agreements for mutual access parking for neighboring properties and for larger drawings of the plans.

CITY ATTORNEY LOUGH stated that he reviewed the approval of Mr. Barghout's project (the neighboring property) and determined that Mr. Barghout agreed to mutual access and parking arrangements.

COUNCILMEMBER MCLEAN suggested that an ordinance be in place before applicants are required to implement energy-saving alternatives, such as solar panels and double-paned windows; he stated that a reasonable project has been presented and meets the City's codes; he requested a second to his motion.

**ORIGINAL MOTION BY MCLEAN FAILED DUE TO A LACK OF A SECOND.**

MAYOR JANNEY opposed approval at this time; he supported continuance of the item and requested staff return to City Council with copies of the original CUP of the neighboring property; information on the public noticing process followed for this public hearing; better renderings of the project; information regarding the location of the utility box; and to add xeriscape landscaping as a condition for approval.

**MOTION BY KING, SECOND BY MCCOY, TO CONTINUE THE PUBLIC HEARING TO MAY 20, 2009. MOTION CARRIED UNANIMOUSLY.**

**5.2 RESOLUTION NO. 2009-6741 – CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE LEVY OF THE ANNUAL ASSESSMENT IN A SPECIAL MAINTENANCE DISTRICT (AD 67M). (0345-10)**

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

CITY CLERK HALD announced no speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

**MOTION BY MCLEAN, SECOND BY MCCOY, TO ADOPT RESOLUTION NO. 2009-6741 – CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE LEVY OF THE ANNUAL ASSESSMENT IN A SPECIAL MAINTENANCE DISTRICT (AD 67M). MOTION CARRIED UNANIMOUSLY.**

**5.3 RESOLUTION NO. 2009-6742 – AUTHORIZING THE RETENTION OF THE CURRENT ANNUAL SEWER CAPACITY FEE. (0390-55)**

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

CITY CLERK HALD announced no speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

**MOTION BY KING, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2009-6742 – AUTHORIZING THE RETENTION OF THE CURRENT ANNUAL SEWER CAPACITY FEE RATE. MOTION CARRIED UNANIMOUSLY.**

**5.4 RESOLUTION NO. 2009-6743 – ADOPTING THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION. (0270-40)**

The following were submitted as Last Minute Agenda Information: Correspondence from William E. Johnson, received 04/15/09; Correspondence from City Attorney Mendoza in response to Mr. Johnson's letter, dated 04/30/09; and Correspondence from Marco Perez, hand delivered on 05/06/09.

MAYOR JANNEY announced he had a potential conflict of interest on the item due to a business interest and left Council Chambers at 7:43 p.m.

MAYOR PRO TEM BRAGG declared the public hearing open.

PUBLIC WORKS DIRECTOR LEVIEN announced Steve South, John Snyder, and Ed Burr of EDCO were in attendance and gave a PowerPoint presentation on the item.

CITY ATTORNEY LOUGH reported that a Consumer Price Index (CPI) adjustment is built in and addresses cost of living adjustments.

CITY CLERK HALD announced no speaker slips were submitted.

CITY LOUGH announced two protest letters were received; it would require 3,500-4,000 more protests in order to have a majority protest.

MAYOR PRO TEM BRAGG closed the public hearing.

**MOTION BY MCLEAN, SECOND BY MCCOY, TO ADOPT RESOLUTION NO. 2009-6743 – ADOPTING OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION. MOTION CARRIED BY THE FOLLOWING VOTE:**

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

**REPORTS (6.1 - 6.4)**

**6.1 RESOLUTION NO. 2009-6749 – ADOPTING AMENDMENT NO. 3 TO THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT BETWEEN EDCO DISPOSAL CORPORATION AND CITY OF IMPERIAL BEACH. (0270-40)**

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a PowerPoint presentation on the item and announced a revised Amendment No. 3 and Exhibit 5D were submitted as Last Minute Agenda Information; he responded to concerns regarding the franchise fee.

JOHN SNYDER, of EDCO, announced at the recent Homefront Cleanup event, EDCO serviced 701 customers at a cost of approximately \$10,000 to 15,000; he noted that EDCO has taken part in the event since 2000.

**MOTION BY MCLEAN, SECOND BY KING, TO ADOPT RESOLUTION NO. 2009-5749 ADOPTING AMENDMENT NO. 3 TO THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT BETWEEN EDCO DISPOSAL CORPORATION AND CITY OF IMPERIAL BEACH, AS REVISED BY LAST MINUTE AGENDA INFORMATION. MOTION CARRIED BY THE FOLLOWING VOTE:**

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

CITY ATTORNEY LOUGH thanked Deputy City Attorney Mendoza for her efforts on the item.

PUBLIC WORKS DIRECTOR LEVIEN announced that since contracting with EDCO for solid waste management, the level of City staff effort to manage the program has diminished 70% to 80%; in the past, 400 to 600 delinquent accounts would be brought before City Council but there have been zero delinquent accounts brought before the Council since EDCO has taken over.

MAYOR JANNEY returned to Council Chambers at 8:01 p.m.

**6.2 NO ITEM.**

**6.3 RESOLUTION NO. 2009-6753 – ESTABLISHING THE IMPERIAL BEACH 2009 FISCAL REVIEW AD HOC COMMITTEE. (0120-61)**

MAYOR JANNEY announced that he would like to hold off on this item as it is not the right time. The City budget has yet to be adopted, members in the community will be going away for summer vacations, and state impacts are still unknown.

COUNCILMEMBER MCLEAN understood the Mayor's position; he spoke in support of informing the public of the City's financial situation and finding champions in the community to assist with the effort.

Discussion ensued regarding adoption of the City budget on May 20 and the need to look at other revenue sources.

**CONSENSUS OF CITY COUNCIL TO TABLE THE ITEM.**

**6.4 RESOLUTION NO. 2009-6754 – AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR A SKATE PARK DESIGN CONSULTANT (CIP# P07-101) IN AN AMOUNT NOT TO EXCEED \$35,000. (0920-40)**

CITY MANAGER BROWN reported on the item.

**MOTION BY MCLEAN, SECOND BY MCCOY, TO ADOPT RESOLUTION NO. 2009-6754 – AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR A SKATE PARK DESIGN CONSULTANT (CIP# P07-101) IN AN AMOUNT NOT TO EXCEED \$35,000. MOTION CARRIED UNANIMOUSLY.**

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

None.

**ADJOURNMENT**

MAYOR JANNEY adjourned the meeting at 8:27 p.m.

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James C. Janney, Mayor

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Jacqueline M. Hald, CMC  
City Clerk



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**MEETING DATE:** June 3, 2009

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

**SUBJECT:** RATIFICATION OF WARRANT REGISTER

**BACKGROUND:**

None

**DISCUSSION:**

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

Vendor	Check #	Amount	Explanation
Portillo Concrete	68755	\$214,277.52	Dahlia Ave/5 <sup>th</sup> Street Overlay
Sim J. Harris, Inc	68805	\$271,418.22	Phase 3 Street Improvement

**ENVIRONMENTAL IMPACT**

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<b><u>Accounts Payable</u></b>		
68724	05/13/09	34,835.00
68725-68769	05/15/09	306,976.31
68770-68817	05/21/09	472,892.72
		<b><u>\$ 814,704.03</u></b>

**Payroll Checks:**

41057-41111	P.P.E. 05/07/09	156,640.11
41112-41171	P.P.E. 05/21/09	157,268.98
		<b><u>313,909.09</u></b>
	<b>TOTAL</b>	<b>\$ <u>1,128,613.12</u></b>

**FISCAL IMPACT:**

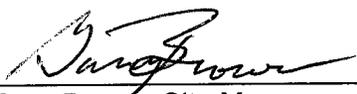
Warrants are issued from budgeted funds.

**DEPARTMENT RECOMMENDATION:**

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

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation

  
\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

1. Warrant Registers

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
05/13/2009	68724	BANANA PLACE	2108			34,835.00
408-1920-519.20-06	05/12/2009	BANANA PLACE-FIXTURES &	05-07-2009		11/2009	34,835.00
05/15/2009	68725	A-FORD-ABLE BUILDERS	2091			9,583.00
408-1920-519.20-06	04/13/2009	STUCCO-1070 13TH ST	5	091153	10/2009	9,583.00
05/15/2009	68726	ACOM SOLUTIONS, INC	799			315.38
503-1923-419.20-06	04/22/2009	TECHNICAL CONSULTATION	0154924-IN	091180	10/2009	315.38
05/15/2009	68727	AFLAC	120			415.35
101-0000-209.01-13	05/14/2009	PR AP PPE 5/07/09	20090514		11/2009	415.35
05/15/2009	68728	ALLIANT INSURANCE SERVICES	1193			995.24
101-0000-209.01-13	04/30/2009	PPE 4/23/09	20090430		10/2009	451.45
101-0000-209.01-14	04/30/2009	PPE 4/23/09	20090430		10/2009	543.79
05/15/2009	68729	ALTERNATIVE ENERGY TECHNOLOGIE	1971			10,590.80
248-1920-519.20-06	04/18/2009	CLEAN&GREEN-963 FLORENCE	7023066CI	091172	10/2009	10,590.80
05/15/2009	68730	ASBURY ENVIRONMENTAL SERVICES	277			210.81
101-5040-434.21-04	04/16/2009	FLUORESCENT LIGHTS, DRUMS	130267966	090038	10/2009	210.81
05/15/2009	68731	BARRETT ENGINEERED PUMPS	356			9,608.08
601-5060-436.50-04	04/17/2009	SPARE PUMP	065939	090979	10/2009	9,519.71
601-5060-436.50-04	04/30/2009	TAX DIFFERENCE/SPARE PUMP	66136		10/2009	88.37
05/15/2009	68732	BDS ENGINEERING INC	372			9,675.00
202-5016-531.20-06	04/09/2009	ANUAL SLURRY SEAL	09-14	091162	10/2009	9,675.00
05/15/2009	68733	CALIF ELECTRIC SUPPLY	609			119.63
405-1260-513.20-06	04/17/2009	LAMPS	1069-586595	090094	10/2009	119.63
05/15/2009	68734	CHICAGO TITLE INSUR CO	779			1,000.00
405-1260-413.20-06	04/16/2009	PRELIMINARY TITTLE REPORT	980023578 P05	091171	10/2009	500.00
405-1260-413.20-06	04/16/2009	PRELIMINARY TITTLE REPORT	980023579 P05	091171	10/2009	500.00
05/15/2009	68735	COLONIAL LIFE & ACCIDENT	941			147.74
101-0000-209.01-13	05/14/2009	PAYROLL SUMMARY	20090514		11/2009	147.74
05/15/2009	68736	COMMERCIAL LANDSCAPE SUPPLY	944			176.70
101-6020-452.30-02	04/21/2009	DISC ASSEMBLY KIT, DRIVE	161147	090041	10/2009	176.70
05/15/2009	68737	COPY POST PRINTING	1371			1,239.10
601-5060-436.29-04	04/15/2009	SEWER CHARGE NOTICE	18208	091160	10/2009	1,239.10
05/15/2009	68738	CREATIVE BENEFITS INC FSA	1108			352.52
101-0000-209.01-11	05/14/2009	PR AP PPE 5/07/09	20090514		11/2009	352.52
05/15/2009	68739	DEPARTMENT OF JUSTICE	1154			224.00
101-1130-412.21-04	05/06/2009	FINGERPRINT APPS	734789	090101	11/2009	224.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
05/15/2009	68740	DESIGNER BOTANICALS	1792	3,378.25
248-1920-519.20-06	05/02/2009	CLEAN&GREEN 951 4TH ST	2363	091192 11/2009 3,378.25
05/15/2009	68741	EPIC LAND SOLUTIONS, INC.	2105	3,940.71
408-1920-519.20-06	03/31/2009	9TH&PALM/PALM AV RELOCATI	0309-0190	091187 10/2009 3,940.71
05/15/2009	68742	GO-STAFF, INC.	2031	307.50
101-1020-411.21-01	04/21/2009	ROCHER, JOC 04/17/2009	61617	090766 10/2009 307.50
05/15/2009	68743	HANSON AGGREGATES INC.	48	1,010.06
101-5010-431.30-02	04/23/2009	520-CFW 2500 PUMP	480053	090015 10/2009 1,010.06
05/15/2009	68744	I B FIREFIGHTERS ASSOCIATION	214	242.00
101-0000-209.01-08	05/14/2009	PR AP PPE 5/07/09	20090514	11/2009 242.00
05/15/2009	68745	ICMA RETIREMENT TRUST 457	242	5,203.18
101-0000-209.01-10	05/14/2009	PR AP PPE 5/07/09	20090514	11/2009 5,203.18
05/15/2009	68746	JASON BELL	1432	200.00
101-3020-422.29-01	04/29/2009	JASON BELL TUITION REIMBU	04-29-2009	090860 10/2009 200.00
05/15/2009	68747	JESSOP & SON LANDSCAPING	479	3,052.83
101-6010-451.21-04	04/27/2009	APRIL LANDSCAPE SPORTS PA	388320	090148 10/2009 3,052.83
05/15/2009	68748	JOSHUA BACKEL	2	50.00
101-0000-121.00-00	05/06/2009	PARKING TICKET 47483A	MR Refund	11/2009 50.00
05/15/2009	68749	LIGHTHOUSE, INC	787	60.89
501-1921-419.28-16	04/23/2009	VOYAGER BRAKES	2229998	090049 10/2009 60.89
05/15/2009	68750	LLOYD PEST CONTROL	814	185.00
101-1910-419.20-22	04/09/2009	APRIL 09 CITY HALL	1892314	090152 10/2009 31.00
101-1910-419.20-22	04/09/2009	APRIL 09 FIRE DEPARTMENT	1892315	090152 10/2009 31.00
101-1910-419.21-04	04/09/2009	APRIL 09 SHERIFF DEPARTME	1892318	090152 10/2009 31.00
101-1910-419.20-22	04/10/2009	APRIL 09 MARINA VISTA	1892320	090152 10/2009 47.00
101-1910-419.20-22	04/13/2009	APRL 09 SPORTS PARK	1892075	090152 10/2009 45.00
05/15/2009	68751	MASON'S SAW & LAWNMOWER	923	64.08
501-1921-419.28-16	04/23/2009	REWIND STARTER ASSY,WASHE	166012	090051 10/2009 64.08
05/15/2009	68752	MCDUGAL LOVE ECKIS &	962	15,895.44
405-1260-413.20-01	05/11/2009	MARCH 2009	03-31-2009	11/2009 679.16
101-1220-413.20-01	05/11/2009	MARCH 2009	03-31-2009	11/2009 620.11
101-1220-413.21-04	05/11/2009	MARCH 2009	03-31-2009	11/2009 1,914.66
101-1220-413.21-04	05/11/2009	MARCH 2009	03-31-2009	11/2009 437.33
502-1922-419.20-01	05/11/2009	MARCH 2009	03-31-2009	11/2009 86.70
101-1220-413.21-04	05/11/2009	MARCH 2009	03-31-2009	11/2009 3,749.84
101-1220-413.21-04	05/11/2009	MARCH 2009	03-31-2009	11/2009 180.64
101-1220-413.20-01	05/11/2009	MARCH 09 MONTHLY RETAINER	03-31-2009	11/2009 8,227.00

FROM 05/08/2009 TO 05/25/2009

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
05/15/2009 408-1920-519.20-06	68753 04/30/2009	MIRELES LANDSCAPING JANITOR SERVICE/LANDSCAPI	2107	800.00 800.00
05/15/2009 408-5020-432.25-02	68754 04/23/2009	MOBILE HOME ACCEPTANCE CORPORA MONTHLY RENTAL OFFICE TRA	1533	296.31 296.31
05/15/2009 202-5016-531.20-06	68755 03/19/2009	PORTILLO CONCRETE INC DAHLIA AV&5TH ST OVERLAY	1485	214,277.52 214,277.52
05/15/2009 101-0000-209.01-12 101-0000-209.01-12	68756 03/19/2009 05/15/2009	PREFERRED BENEFIT INS ADMIN IN PR AP PPE 3/12/09 PR AP PPE 3/12/09	37	.00 1,113.30 1,113.30-
05/15/2009 101-5020-432.25-03	68757 05/06/2009	PRUDENTIAL OVERALL SUPPLY PW UNIFORMS/TOWELS	72	198.11 198.11
05/15/2009 501-1921-419.28-16 501-1921-419.30-02	68758 04/20/2009 04/20/2009	RANCHO AUTO & TRUCK PARTS DISC BRAKE PAD SET BODY FILLER GALLON	1685	53.14 32.08 21.06
05/15/2009 101-5010-431.21-04	68759 04/28/2009	RUSS' BEE REMOVAL BEE REMOVAL,IB BLVD ALLEY	1380	275.00 275.00
05/15/2009 101-5010-431.28-01	68760 04/22/2009	SASE COMPANY, INC CUTTER SET, DRUM 4 SHAFT	327	918.73 918.73
05/15/2009 101-0000-209.01-08	68761 05/14/2009	SEIU LOCAL 221 PR AP PPE 5/07/09	1821	1,400.48 1,400.48
05/15/2009 501-1921-419.28-15	68762 04/22/2009	SKS INC. GASOLINE	412	3,002.77 3,002.77
05/15/2009 503-1923-419.21-04	68763 03/31/2009	SUNGARD PUBLIC SECTOR INC. SERVER MIGRATION	1370	1,400.00 1,400.00
05/15/2009 248-1920-519.20-06	68764 04/19/2009	TOWN & COUNTRY FENCE BUILDERS CLEAN&GREEN-570 ELM AVE	2097	1,287.00 1,287.00
05/15/2009 101-0000-209.01-09	68765 05/14/2009	UNITED WAY OF SAN DIEGO COUNTY PR AP PPE 5/07/09	1483	90.00 90.00
05/15/2009 101-0000-209.01-18 101-0000-209.01-18	68766 03/19/2009 05/15/2009	VISION PLAN OF AMERICA PR AP PPE 3/12/09 PR AP PPE 3/12/09	785	.00 92.36 92.36-
05/15/2009 101-6040-454.28-01	68767 05/15/2009	AMERON INTERNATIONAL CORPORATI EXPOSED AGGREGATE COATING	1519	3,448.46 3,448.46
05/15/2009 210-1235-513.20-06	68768 05/15/2009	EAGLE NEWSPAPER FIRE DEPARTMENT BID	1204	1,035.50 97.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
210-1235-513.20-06	05/15/2009	FIRE DEPARTMENT BID	47703		11/2009	97.50	
210-1235-513.20-06	05/15/2009	FIRE DEPARTMENT BID	47926		11/2009	97.50	
101-5040-434.30-02	05/15/2009	1/10TH	47926		11/2009	51.00	
101-5040-434.28-07	05/15/2009	FULL PAGE GARAGE SALE	48237		11/2009	250.00	
101-5040-434.30-02	05/15/2009	FULL PAGE GARAGE SALE	48237		11/2009	142.00	
405-1260-513.20-06	05/15/2009	ECO BIKEWAY-BICYCLE TRANS	AD 57841		11/2009	100.00	
405-1260-513.20-06	05/15/2009	ECO BIKEWAY-BICYCLE TRANS	AD 57843		11/2009	100.00	
405-1260-513.20-06	05/15/2009	SAND REPLENISHMENT (SCOUP	AD 57876		11/2009	100.00	
05/15/2009	68769	LEAGUE OF CALIF CITIES	761			250.00	
101-1010-411.28-04	05/15/2009	REGIST. FOR LBRAGG LEAGUE	05/27/2009		11/2009	250.00	
05/21/2009	68770	AIRGAS WEST	129			88.31	
501-1921-419.30-02	04/20/2009	FIRST AID SUPPLIES	103177510		10/2009	88.31	
05/21/2009	68771	ALLIANT INSURANCE SERVICES	1193			1,701.76	
101-0000-209.01-13	05/13/2009	PR AP PPE 5/07/09	20090514		11/2009	451.45	
101-0000-209.01-14	05/14/2009	PR AP PPE 5/07/09	20090514		11/2009	543.79	
101-1010-411.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	24.48	
101-1020-411.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	38.26	
101-1110-412.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	94.00	
101-1130-412.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	22.81	
101-1210-413.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	54.06	
101-1230-413.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	26.33	
101-3070-427.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	.70	
101-3080-428.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	.70	
101-1910-419.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	7.02	
101-3010-421.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	12.21	
101-3020-422.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	53.14	
101-3030-423.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	42.75	
101-3040-424.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	24.57	
101-5020-432.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	56.16	
101-5010-431.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	17.55	
101-5040-434.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	1.40	
101-6020-452.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	7.02	
101-6010-451.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	3.51	
101-6040-454.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	14.04	
245-1240-413.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	7.02	
405-1260-413.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	133.93	
405-5030-433.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	7.02	
601-5060-436.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	17.55	
601-5050-436.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	2.11	
501-1921-419.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	7.02	
502-1922-419.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	8.04	
503-1923-419.11-04	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	23.16	
101-0000-209.01-14	05/01/2009	MAY 2009 LIFE/VOL LIFE	05-01-2009		11/2009	.04-	
05/21/2009	68772	ALTERNATIVE ENERGY TECHNOLOGIE	1971			11,425.18	
248-1920-519.20-06	04/28/2009	CLEAN&GREEN 1108 ONEONTA	7023051CI	091167	10/2009	11,425.18	
05/21/2009	68773	AMERICAN EXPRESS	1895			905.27	
101-1020-411.30-02	04/14/2009	RECORDS DESTRUCTION DAY	542734	090414	10/2009	34.45	

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101-1920-419.29-04	04/14/2009	QTY EMPLOYEE POTLUCK	545621	090414	10/2009	70.17
101-6010-451.30-02	04/20/2009	SP & CAFE SUPPLIES	562466	090414	10/2009	457.85
101-6010-451.30-02	04/22/2009	MICHAELS/ART SUPPLIES	504942	090414	10/2009	48.81
101-6010-451.30-02	04/22/2009	SMART&FINAL/CAFE	526826	090414	10/2009	49.29
101-6010-451.30-02	05/06/2009	CAFE SUPPLIES	507654	090414	10/2009	244.70
05/21/2009	68774	SOUTHCOAST HEATING & A/C	1554			470.00
101-1910-419.21-04	04/23/2009	PREVENTIVE MAINTENANCE	C40091	090116	10/2009	470.00
05/21/2009	68775	CALIFORNIA AMERICAN WATER	612			7,285.36
101-6040-454.27-02	05/06/2009	05-0092998-9 03/02-05/01	05-26-2009		11/2009	389.41
101-3030-423.27-02	05/06/2009	05-0093917-8 03/02-05/01	05-26-2009		11/2009	108.68
101-5010-431.27-02	05/06/2009	05-0094000-2 03/02-05/01	05-26-2009		11/2009	28.32
101-5010-431.27-02	05/06/2009	05-0094041-6 03/02-05/01	05-26-2009		11/2009	40.57
101-5010-431.27-02	05/06/2009	05-0094076-2 03/02-05/01	05-26-2009		11/2009	71.18
101-5010-431.27-02	05/06/2009	05-0094163-8 03/02-05/01	05-26-2009		11/2009	25.26
101-5010-431.27-02	05/06/2009	05-0094234-7 03/02-05/01	05-26-2009		11/2009	22.19
101-5010-431.27-02	05/06/2009	05-0094268-5 03/02-05/01	05-26-2009		11/2009	25.26
101-5010-431.27-02	05/06/2009	05-0094293-3 03/02-05/01	05-26-2009		11/2009	43.63
101-5010-431.27-02	05/06/2009	05-0094304-8 03/02-05/01	05-26-2009		11/2009	257.76
101-5010-431.27-02	05/06/2009	05-0094973-0 03/02-05/01	05-26-2009		11/2009	279.37
601-5060-436.27-02	05/08/2009	05-0101092-0 03/05-05/05	05-27-2009		11/2009	11.94
101-5020-432.27-02	05/08/2009	05-0102217-2 03/05-05/05	05-27-2009		11/2009	179.10
101-6020-452.27-02	05/08/2009	05-0102503-5 03/05-05/05	05-27-2009		11/2009	355.73
101-5010-431.27-02	05/08/2009	05-0102729-6 03/05-05/05	05-27-2009		11/2009	548.80
215-6026-452.27-02	05/07/2009	05-0402959-6 03/04-05/04	05-26-2009		11/2009	154.60
101-6020-452.27-02	05/11/2009	05-0106225-1 03/06-05/06	06-01-2009		11/2009	45.62
101-6020-452.27-02	05/11/2009	05-0106249-1 03/06-05/06	06-01-2009		11/2009	11.94
101-6020-452.27-02	05/11/2009	05-0106336-6 03/06-05/06	06-01-2009		11/2009	1.87
101-6020-452.27-02	05/11/2009	05-0106337-4 03/06-05/06	06-01-2009		11/2009	34.26
101-6020-452.27-02	05/15/2009	05-0109756-2 03/11-05/11	06-03-2009		11/2009	588.43
101-5010-431.27-02	05/15/2009	05-0110529-0 03/12-05/12	06-03-2009		11/2009	8.88
101-6020-452.27-02	05/15/2009	05-0111454-0 03/12-05/12	06-03-2009		11/2009	15.01
101-1910-419.27-02	05/15/2009	05-0111478-9 03/12-05/12	06-03-2009		11/2009	107.74
101-6020-452.27-02	05/15/2009	05-0111479-7 03/12-05/12	06-03-2009		11/2009	3,044.48
101-5010-431.27-02	05/15/2009	05-0111480-5 03/12-05/12	06-03-2009		11/2009	462.90
101-3030-423.27-02	05/13/2009	05-0155019-8 04/09-05/07	06-01-2009		11/2009	19.61
405-5030-433.27-02	05/13/2009	05-0155037-0 04/09-05/11	06-01-2009		11/2009	14.15
601-5050-436.27-02	05/13/2009	05-0392478-9 04/09-05/11	06-01-2009		11/2009	14.20
601-5060-436.27-02	05/13/2009	05-0505362-9 04/09-05/11	06-01-2009		11/2009	374.47
05/21/2009	68776	CVA SECURITY	797			60.00
101-1910-419.20-23	05/01/2009	MAY 09 (2809 EOC)	11509	090149	11/2009	30.00
101-1910-419.20-23	05/01/2009	MAY 09 (314 PW)	11575	090149	11/2009	30.00
05/21/2009	68777	CLEAN HARBORS	913			682.00
101-5040-434.21-04	05/01/2009	APRIL 2009	6Y0948275	090097	11/2009	682.00
05/21/2009	68778	COMPLETE OFFICE OF CALI	2051			30.91
101-1210-413.30-01	02/25/2009	MRC TISSUE,UNV ENVELOPE	1111826	F09123	10/2009	30.91

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05/21/2009	68779	COPY POST PRINTING	1371			286.54	
101-3040-424.28-11	05/01/2009	RANDY CATHCART BUSINESS C	18205	F09119	11/2009	75.55	
101-1130-412.28-11	05/08/2009	EMPLOYMENT APPLICATIONS	18327	F09122	11/2009	210.99	
05/21/2009	68780	COUNTY OF SAN DIEGO	1046			23,364.00	
601-5050-436.29-04	03/13/2009	STORMWATER PROG IB SHARE	PWCP-809	090099	09/2009	23,364.00	
05/21/2009	68781	COX COMMUNICATIONS	1073			293.60	
101-6010-451.29-04	05/10/2009	MAY 09-SPORTS PARK	06-03-2009	090521	11/2009	114.60	
601-5050-436.21-04	04/30/2009	APRIL 09 CODAR PROJECT	05-24-2009	090194	10/2009	179.00	
05/21/2009	68782	STEVEN KINNEY	2096			350.00	
101-1910-419.21-04	04/29/2009	SEACOAST MOSAIC LABOR	04-29-2009	091159	10/2009	350.00	
05/21/2009	68783	EAGLE NEWSPAPER	1204			836.65	
202-5016-531.20-06	05/20/2009	NOTICE OF ADVERTISING:	10-30-2008		11/2009	7.00	
202-5016-531.20-06	05/20/2009	NOTICE OF ADVERTISING:	11-06-2008		11/2009	69.38	
202-5016-531.20-06	05/20/2009	NOTICE OF ADVERTISING:	44970		11/2009	62.38	
202-5016-531.20-06	05/20/2009	NOTICE OF ADVERTISING:	45167		11/2009	69.38	
202-5016-531.20-06	05/20/2009	NOTICE OF ADVER.: DAHLIA	45443		11/2009	69.38	
202-5016-531.20-06	05/20/2009	NOTICE OF ADVER.: DAHLIA	45775		11/2009	69.38	
405-1260-413.20-06	05/20/2009	FARMERS MARKET	45775		11/2009	78.75	
101-1910-519.20-06	05/20/2009	NOTICE ADVERTISING BID:	46623		11/2009	91.00	
408-1920-519.20-06	05/20/2009	3/10 + COLOR	47542		11/2009	143.00	
408-1920-519.20-06	05/20/2009	3/10 PAGE	47542		11/2009	126.00	
101-3035-423.30-02	05/20/2009	1/10 JR. LIFE GUARD	48517		11/2009	51.00	
05/21/2009	68784	EDCO DISPOSAL CORPORATION	1205			128.96	
408-1920-519.20-06	05/01/2009	7TH/9TH & PALM WASTE SERV	04/30/2009	F09120	11/2009	128.96	
05/21/2009	68785	EPIC LAND SOLUTIONS, INC.	2105			16,562.99	
408-1920-519.20-06	04/30/2009	PALM AVE RELOCATION	0409-0190	091187	10/2009	16,562.99	
05/21/2009	68786	FISHER SCIENTIFIC COMPANY LLC	1524			27,918.15	
210-1235-513.20-06	05/04/2009	TURNOUT GEAR/PANTS-TC	5116366	090665	11/2009	24,920.40	
210-1235-513.20-06	04/21/2009	TURNOUT GEAR/GLOVE GUANTL	4768510	090665	10/2009	613.19	
210-1235-513.20-06	04/23/2009	TURNOUT GEAR/BOOTS	4848863	090665	10/2009	2,121.76	
210-1235-513.20-06	04/29/2009	TURNOUT GEAR/GLOVE GAUNTL	5001306	090665	10/2009	262.80	
05/21/2009	68787	GO-STAFF, INC.	2031			412.50	
101-1020-411.21-01	04/14/2009	ROCHER, J W/E 04/12/09	61433	090766	10/2009	412.50	
05/21/2009	68788	GRAINGER	1051			370.44	
101-6020-452.28-01	04/28/2009	LAMP (5)	9888863595	090071	10/2009	205.54	
501-1921-419.30-22	04/28/2009	SOLDERING GUN, CELL HOLDE	9889066768	090071	10/2009	91.34	
101-6040-454.30-02	05/07/2009	DISPOSABLE LATEX GLOVES	9895053461	090071	11/2009	73.56	
05/21/2009	68789	INTERSTATE BATTERY OF SAN	DIEG 388			395.24	
101-6040-454.30-02	04/23/2009	4 CAR BATTERIES	670019507	090047	10/2009	292.28	

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501-1921-419.28-16	05/06/2009	MTP-65		649002996	090047	11/2009	102.96
05/21/2009	68790	J. SIMMS AGENCY	1883				1,250.00
101-1920-419.20-06	04/28/2009	APRIL 2009 PUBLIC RELATIO	2404		090027	11/2009	1,250.00
05/21/2009	68791	J&M KEYSTONE, INC.	2103				18,976.68
408-1920-519.20-06	04/30/2009	FLOOD SERVICE		191277	091197	10/2009	18,976.68
05/21/2009	68792	KANE, BALLMER & BERKMAN	1828				212.50
408-1920-519.20-06	05/01/2009	9TH & PALM OPA		13904	091196	11/2009	42.50
245-1240-413.20-01	05/01/2009	CHELSEA APARTMENTS		13905	091196	11/2009	170.00
05/21/2009	68793	ART KNOX	2088				300.00
405-1260-413.20-06	05/10/2009	SITE PLAN EL TAPATIO		188	091194	11/2009	300.00
05/21/2009	68794	MCDUGAL LOVE ECKIS &	962				18,821.19
405-1260-413.20-01	04/30/2009	APRIL 2009		04-30-2009		10/2009	404.60
101-1220-413.20-01	04/30/2009	APRIL 2009		04-30-2009		10/2009	2,210.88
101-1220-413.21-04	04/30/2009	APRIL 2009		04-30-2009		10/2009	1,817.16
101-1220-413.21-04	04/30/2009	APRIL 2009		04-30-2009		10/2009	26.88
502-1922-419.20-01	04/30/2009	APRIL 2009		04-30-2009		10/2009	159.75
101-1220-413.21-04	04/30/2009	APRIL 2009		04-30-2009		10/2009	5,866.54
101-1220-413.21-04	04/30/2009	APRIL 2009		04-30-2009		10/2009	108.38
101-1220-413.20-01	04/30/2009	APRIL 09 RETAINER		04-30-2009	090215	10/2009	8,227.00
05/21/2009	68795	MICHAL PIASECKI CONSULTING	1795				7,470.00
405-1260-513.20-06	04/30/2009	ROAD CONDITION ASSESMENT		102	090068	10/2009	90.00
101-5020-432.20-06	04/30/2009	HTE/GIS/LG PROF SVCS		99	090068	10/2009	22.50
405-1260-513.20-06	04/30/2009	HTE/GIS/LG PROF SVCS		99	090068	10/2009	6,952.50
601-5060-436.20-06	04/30/2009	HTE/GIS/LG PROF SVCS		99	090068	10/2009	90.00
601-5050-436.20-06	04/30/2009	APRIL 09 ENVIRONMENTAL		100	090068	10/2009	315.00
05/21/2009	68796	NASLAND ENGINEERING	1656				5,611.25
408-1920-519.20-06	04/30/2009	ST IMPROVEMETNS RDA PH3		87523	071139	10/2009	243.75
408-1920-519.20-06	04/30/2009	735 PALM DEMOLITON		87526	091200	10/2009	5,367.50
05/21/2009	68797	OFFICETEAM	1266				234.70
101-1130-412.20-06	04/27/2009	TEMPORARY STAFFING FOR PE		23656703	F09118	10/2009	234.70
05/21/2009	68798	PREFERRED BENEFIT INS ADMIN IN	37				2,260.87
101-0000-209.01-12	04/30/2009	PPE 4/23/09		20090430		10/2009	1,130.36
101-0000-209.01-12	05/14/2009	PR AP PPE 5/07/09		20090514		11/2009	1,130.36
101-0000-209.01-12	05/01/2009	MAY 2009 DENTAL		CP9888		11/2009	.15
05/21/2009	68799	QWIK PRINTS	1622				140.00
101-1130-412.21-04	05/01/2009	LIVE SCAN NEW EMPLOYEES		091211322	090104	11/2009	140.00
05/21/2009	68800	RANCHO AUTO & TRUCK PARTS	1685				842.89
501-1921-419.28-16	04/27/2009	REPLAC. DOOR HANDLES		50148	090064	10/2009	70.69
501-1921-419.28-16	04/29/2009	FILTER KIT		50419	090064	11/2009	16.16

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501-1921-419.28-16	04/30/2009	WEDGE BELT, WIX FILTERS,	50568	090064 11/2009	35.47
501-1921-419.28-16	05/05/2009	DAKOTA TRK PARTS	51107	090064 11/2009	94.31
501-1921-419.28-16	05/06/2009	RANGER BRAKE PARTS	51256	090064 11/2009	62.28
501-1921-419.28-16	05/07/2009	RAM 2500 & RANGER PARTS	51394	090064 11/2009	254.29
501-1921-419.28-16	05/12/2009	C-TEK STANDARD WHEEL #606	52005	090064 11/2009	19.99
501-1921-419.28-16	05/13/2009	BRAKE LINE #606	52073	090064 11/2009	2.85
501-1921-419.28-16	05/13/2009	IGNITION LOCK & TUMB	52087	090064 11/2009	28.78
501-1921-419.28-16	05/13/2009	CREDIT CORE RETURN	52097	090064 11/2009	54.38-
501-1921-419.28-16	05/13/2009	OIL/FILTERS/STOPLEAK-STOC	52119	090064 11/2009	144.64
501-1921-419.28-16	05/14/2009	OIL FILLER CAP #625	52217	090064 11/2009	7.97
501-1921-419.28-16	04/13/2009	W39	48392	090064 10/2009	31.82
501-1921-419.28-16	04/15/2009	WEDGE BELT/PLUS BELT	48648	090064 10/2009	25.82
501-1921-419.28-16	04/16/2009	FILTERS/HEATER	48814	090064 10/2009	102.20
05/21/2009	68801	S.O.S. ROOTER	4		1,750.00
101-0000-221.01-05	05/14/2009	TEP 09-BOND REFUND	0507209	11/2009	1,750.00
05/21/2009	68802	SAN DIEGO GAS & ELECTRIC	1399		16,137.52
101-3020-422.27-01	05/08/2009	10087869371 03/31-04/30	05-26-2009	11/2009	50.37
101-1910-419.27-01	05/08/2009	10087869371 03/31-04/30	05-26-2009	11/2009	131.12
101-5010-431.27-01	05/08/2009	10088604389 03/27-04/28	05-26-2009	11/2009	522.81
101-3020-422.27-01	05/08/2009	19807697764 03/31-04/30	05-26-2009	11/2009	2,606.65
601-5060-436.27-01	05/08/2009	52635219238 03/27-04/28	05-26-2009	11/2009	5.58
101-6020-452.27-01	05/08/2009	56497714749 04/01-05/01	05-26-2009	11/2009	9.56
101-5010-431.27-01	05/08/2009	56497714749 03/27-05/01	05-26-2009	11/2009	7,229.19
101-5010-431.27-01	05/08/2009	85075178464 03/26-05/01	05-26-2009	11/2009	88.28
601-5060-436.27-01	05/08/2009	85075178464 04/01-05/01	05-26-2009	11/2009	71.70
101-6020-452.27-01	05/08/2009	85075178464 03/26-04/30	05-26-2009	11/2009	867.21
601-5060-436.27-01	05/08/2009	85417701270 03/31-04/30	05-26-2009	11/2009	3,547.92
101-5020-432.27-01	05/08/2009	91692992261 03/27-04/28	05-26-2009	11/2009	1,007.13
05/21/2009	68803	SDGE	289		2,564.41
101-6020-452.27-01	05/04/2009	0175 275 3776 04/01-05/01	05-19-2009	11/2009	346.80
101-5010-431.27-01	05/04/2009	0824 329 2041 04/01-05/01	05-20-2009	11/2009	357.93
101-6020-452.27-01	05/04/2009	2081 689 1273 04/01-05/01	05-19-2009	11/2009	321.77
101-6010-451.27-01	05/04/2009	2081 692 3399 04/01-05/01	05-19-2009	11/2009	8.52
101-6020-452.27-01	05/05/2009	2083 847 9032 04/01-05/01	05-20-2009	11/2009	35.40
101-6010-451.27-01	05/04/2009	3206 700 9565 04/01-05/01	05-19-2009	11/2009	69.75
101-6020-452.27-01	05/04/2009	5456 692 8951 04/01-05/01	05-19-2009	11/2009	103.92
101-6020-452.27-01	05/04/2009	6921 003 2109 04/01-05/01	05-19-2009	11/2009	454.27
101-5010-431.27-01	05/04/2009	7706 795 7872 04/01-05/01	05-19-2009	11/2009	11.85
101-6020-452.27-01	05/04/2009	9327 898 1346 04/01-05/01	05-19-2009	11/2009	342.54
101-6010-451.27-01	05/04/2009	9956 693 6272 04/01-05/01	05-19-2009	11/2009	177.37
101-5010-431.27-01	05/20/2009	9476 001 6989 03/03-05/01	05-26-2009	11/2009	334.29
05/21/2009	68804	SHARP REES-STEALY MEDICAL	CNTR 390		276.00
101-6040-454.21-04	05/09/2009	CALVERT, REGINA	212	090525 11/2009	69.00
101-6040-454.21-04	05/09/2009	LOUREIRO-PEREZ, JESUS	212	090525 11/2009	69.00
101-6040-454.21-04	05/09/2009	GLORIA, JERRY	212	090525 11/2009	69.00
101-6040-454.21-04	05/09/2009	HAYES, JOHN	212	090525 11/2009	69.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
05/21/2009	68805	SIM J. HARRIS, INC.	2068		271,418.22
205-5017-531.20-06	04/17/2009	RDA PHASE 3, ST. IMPROVEM	2	091005 10/2009	238,442.22
408-5010-531.20-06	04/17/2009	RDA PHASE 3, ST. IMPROVEM	2	091005 10/2009	24,336.00
201-5015-531.20-06	04/17/2009	RDA PHASE 3, ST. IMPROVEM	2	091005 10/2009	628.99
405-1260-513.20-06	04/17/2009	RDA PHASE 3, ST. IMPROVEM	2	091005 10/2009	7,156.51
408-5010-531.20-06	04/17/2009	RDA PHASE 3, ST. IMPROVEM	2	091005 10/2009	854.50
05/21/2009	68806	SKS INC.	412		9,118.66
501-1921-419.28-15	04/28/2009	GASOLINE	1226052-IN	090063 10/2009	2,413.61
501-1921-419.28-15	05/01/2009	GASOLINE	1226135-IN	090063 11/2009	1,679.97
501-1921-419.28-15	05/07/2009	GASOLINE	1226230-IN	090063 11/2009	2,419.94
501-1921-419.28-15	05/14/2009	1,100 GALLONS REG FUEL	1226391-IN	090063 11/2009	2,605.14
05/21/2009	68807	SLOAN ELECTRIC COMPANY	417		2,030.51
601-5060-436.28-01	04/24/2009	SPARE MOTOR FOR PUMP	0055617	090969 10/2009	2,030.51
05/21/2009	68808	SOUTH WEST SIGNAL	488		197.50
101-5010-431.21-04	04/30/2009	MONTHLY MAINTENANCE	49299	090019 10/2009	160.00
101-5010-431.21-23	04/30/2009	LIGHT BACKPLATE FALLING	49344	090019 10/2009	37.50
05/21/2009	68809	SYSTEM PAVERS INC.	2100		1,000.00
248-1920-519.20-06	04/23/2009	CLEAN&GREEN-742 3RD ST DE	2009-38981	091199 10/2009	1,000.00
05/21/2009	68810	THYSSENKRUPP ELEVATOR	663		205.28
101-3030-423.20-06	05/01/2009	MAINTENANCE MAY 09	1037038052	090238 11/2009	205.28
05/21/2009	68811	UNION TRIBUNE	738		435.20
101-0000-221.01-02	05/14/2009	HEARING NOTICE	109069	11/2009	435.20
05/21/2009	68812	VAN SCOYOC ASSOCAITES, INC.	2093		3,350.00
405-1260-413.20-06	04/30/2009	RETAINER FOR APRIL	31048	091195 10/2009	3,350.00
05/21/2009	68813	VISION PLAN OF AMERICA	785		194.62
101-0000-209.01-18	04/30/2009	PPE 4/23/09	20090430	10/2009	92.36
101-0000-209.01-18	05/14/2009	PR AP PPE 5/07/09	20090514	11/2009	92.36
101-1920-419.29-04	05/01/2009	JUNE 2009 VISION	05-01-2009	11/2009	10.00
101-0000-209.01-18	05/01/2009	JUNE 2009 VISION	05-01-2009	11/2009	.10-
05/21/2009	68814	WAXIE SANITARY SUPPLY	802		960.73
101-6040-454.30-02	04/22/2009	JANITORIAL SUPPLIES TIDEL	QM09X-00	090060 10/2009	413.62
101-1910-419.30-02	05/05/2009	JANITORIAL SUPPLIES	71260759	090060 11/2009	62.86
101-6040-454.30-02	05/05/2009	JANITORIAL SUPPLIES	71260759	090060 11/2009	484.25
05/21/2009	68815	WEST GROUP CTR	826		113.22
101-1020-411.28-14	05/01/2009	WEST INFO CHGS	818206417	090235 11/2009	113.22
05/21/2009	68816	XEROX CORPORATION	861		1,413.58
101-1920-419.20-17	04/01/2009	03/24/09-04/21/09 SERVICE	040260217	090195 10/2009	1,413.58
05/21/2009	68817	3D CONTRACTING INC.	2095		12,039.33
248-1920-519.20-06	04/29/2009	CLEAN&GREEN-830 HICKORY C	04-29-2009	091183 10/2009	12,039.33

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PROGRAM: GM350L  
CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR  
FROM 05/08/2009 TO 05/25/2009

PAGE 10

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	

DATE RANGE TOTAL \* 814,704.03 \*



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** GARY BROWN, CITY MANAGER

**MEETING DATE:** JUNE 3, 2009

**ORIGINATING DEPT.:** PUBLIC WORKS *GAJ*

**SUBJECT:** RESOLUTION ADOPTING THE NEW DISADVANTAGED BUSINESS ENTERPRISE (DBE) RACE CONSCIOUS AND RACE NEUTRAL PROGRAM AGREEMENT AND ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL) FOR FEDERAL FISCAL YEAR 2009-2010

**BACKGROUND:**

On February 18, 2009, Council approved the City's annual Race Neutral Annual Anticipated DBE Participation Level (AADPL) of 7.45% which was recalculated by including data which was global in nature and non-project specific.

**DISCUSSION:**

Until May 1, 2006, California Department of Transportation's (CALTRANS) used DBE contract goals for federally-funded contracts. In response to new guidance from the courts and from USDOT, CALTRANS discontinued use of DBE goals on its contracts as of May 1, 2006, and prohibited local agencies from using DBE goals on federally-funded contracts administered by CALTRANS. CALTRANS has implemented an all race- and gender-neutral Program since May 1, 2006.

CALTRANS conduct a disparity study to examine whether or not there was evidence of discrimination and how remedies might be narrowly tailored. The disparity study identified four underutilized DBEs, Asian Pacific American, Black Americans, Native American and Women in a final disparity study/report issued June 29, 2007.

<b>ALL DBEs</b>	<b>UNDERUTILIZED DBEs (UDBES)</b>
• Asian Pacific American	• Asian Pacific American
• Black American	• Black American
• Native American	• Native American
• Women	• Women
• Latino/Hispanic	
• Asian Subcontinent	

On March 4, 2009, the Federal Highway Administration (FHWA) approved the CALTRANS 2009 DBE Annual Goal. FHWA's approval required the immediate implementation of a new DBE Program that includes a Race Conscious component (RC DBE Program). Effective immediately

CALTRANS and local agencies receiving federal-aid funds must begin transitioning to the new RC DBE Program. The FFY 2009-2010 AADPLs shall report separated RC and RN anticipated percentage level components using guidance for AADPL calculations from SANDAG. On April 29, 2009, new 9-A (DBE Agreement) and 9-B (DBE Goal) forms and associated instructional material were sent to all local agencies. Attachment 2 is the new DBE Agreement.

The City of Imperial Beach calculated an overall AADPL of 17% (14% RN plus 3% RC). Form 9-B (attachment 3) gives the complete breakdown and methodology used to determine the AADPLs.

Local Agencies have until June 2, 2009, to transition to the newly approved RC DBE Program and execute a new "DBE Implementation Agreement" from 9-A (Attachment 2). Contracts awarded after June 2, 2009, which do not meet the RC DBE requirements, will be ineligible for federal funding. All contracts awarded after June 2, 2009, shall include RC DBE requirements (i.e. contract goals, good faith efforts).

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

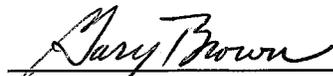
Adoption of the attached resolution does not pose a monetary cost to the City.

**DEPARTMENT RECOMMENDATION:**

1. Receive this report.
2. Adopt the attached resolution
3. Direct the Public Works Director to forward form 9-A and 9-B to CALTRANS

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown, City Manager

**Attachments:**

1. Resolution No. 2009-6763
2. Exhibit A to Resolution No. 2009- 6763; Form 9-A California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies
3. Exhibit B to Resolution No. 2009 - 6763; Form 9-B Local Agency DBE Annual Submittal Form

## RESOLUTION NO. 2009-6763

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, RESOLUTION ADOPTING THE NEW DISADVANTAGED BUSINESS ENTERPRISE (DBE) RACE CONSCIOUS AND RACE NEUTRAL PROGRAM AGREEMENT AND ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL) FOR FEDERAL FISCAL YEAR 2009-2010**

**WHEREAS**, On March 4, 2009, the Federal Highway Administration (FHWA) approved California Transportation Department (CALTRANS) 2009-2010 Disadvantaged Business Enterprise (DBE) Annual Goal and approved a new Race Conscious (RC) component to the DBE Annual Anticipated DBE Participation Level (AADPL); and

**WHEREAS**, CALTRANS issued guidance for calculating segregated RC and Race Neutral (RN) anticipated percentage level components to local agencies on April 29, 2009; and

**WHEREAS**, local agencies have until June 2, 2009 to transition to the newly approved RC DBE Program and execute a new DBE Implementation Agreement; and

**WHEREAS**, the City of Imperial Beach calculated the RN and RC DBE goals using the new program instructional guidelines; and

**WHEREAS**, the calculated Federal Fiscal Year (FFY) 2009-2010 overall AADPL for the City was 17% consisting of 14% RN and 3% RC.

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

1. The above recitals are true and correct.
2. This legislative body approves a FFY 2009-2010 DBE 14% RN and 3% RC goals for federally funded projects.
3. The Public works Director is directed to sign the new DBE Agreement and forward it to the California Transportation Department (CALTRANS) – Exhibit A.
4. The Public Works Director is directed to forward the new goals of 17% overall AADPL consisting of 14% RN and 3% RC to California Transportation Department (CALTRANS) – Exhibit B.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 3 day of June 2009, 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. 2009-6763 – A Resolution of the City Council of the City of Imperial Beach, California, Resolution Adopting The New Disadvantaged Business Enterprise (DBE) Race Conscious And Race Neutral Program Agreement And Annual Anticipated Dbe Participation Level (AADPL) For Federal Fiscal Year 2009-2010.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE



**Exhibit 9-A Disadvantaged Business Enterprise Implementation Agreement for Local Agencies**

CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISE  
PROGRAM  
IMPLEMENTATION AGREEMENT  
FOR  
LOCAL AGENCIES

## CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE IMPLEMENTATION AGREEMENT

For the City of Imperial Beach, hereinafter referred to as “RECIPIENT.”

### I Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

### II OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

### III Nondiscrimination (§26.7)

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **IV Annual DBE Submittal Form (§26.21)**

The RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed *Local Agency DBE Annual Submittal Form* (Exhibit 9-B) by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBELO, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

#### **V Race-Neutral Means of Meeting the Overall Statewide Annual DBE Goal (§26.51)**

RECIPIENT must meet the maximum feasible portion of its AADPL by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

## **VI Race Conscious Means of Meeting the Overall Statewide Annual DBE Goal (§26.51(d))**

RECIPIENT must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of your AADPL you do not project being able to meet using race-neutral means. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian Pacific Americans.

## **VII Quotas (§26.43)**

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

## **VIII DBE Liaison Officer (DBELO) (§26.25)**

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan, as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. The DBLO for the City of Imperial Beach:

Name: Hank Levien  
 Title: Public Works Director  
 Address: 825 Imperial Beach Blvd., Imperial Beach, California, 91932  
 Telephone: (619) 628-1369  
 E-Mail: [hlevien@cityofib.org](mailto:hlevien@cityofib.org)  
 Organization Chart: (see Attachment below)

This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

**IX Federal Financial Assistance Agreement Assurance (§26.13)**

RECIPIENT will sign the following assurance, applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note – this language is to be used verbatim, as it is stated in §26.13(a).]

**X DBE Financial Institutions (§26.27)**

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans' Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

**XI Directory (§26.31)**

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at [www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

**XII Required Contract Clauses (§§26.13, 26.29)**

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

**A. CONTRACT ASSURANCE**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

[Note – This language is to be used verbatim, as is stated in §26.13(b). See Caltrans Sample Boiler Plate Contract Documents on the Internet at [www.dot.ca.gov/hq/LocalPrograms](http://www.dot.ca.gov/hq/LocalPrograms) under "Publications."]

## B. PROMPT PAYMENT

### Prompt Progress Payment to Subcontractors

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### Prompt Payment of Withheld Funds to Subcontractors

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **XIII Local Assistance Procedures Manual**

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published Local Assistance Procedures Manual (LAPM).

### **XIV Transit Vehicle Manufacturers (§ 26.49)**

If FTA-assisted contracts will include transit vehicle procurements, RECIPIENT will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26, Section 49.

### **XV Bidders List (§26.11(c))**

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/nonDBE status, age, and annual gross receipts of the firm.

### **XVI Reporting to the DLAE**

RECIPIENT will promptly submit a copy of the Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract), (Exhibit 10-O(1) "Local Agency Bidder/Proposer-DBE Commitment (Consultant Contract)") or Exhibit 15-G(1) "Local Agency Bidder-UDBE Commitment (Construction Contract) to the DLAE at the time of award of the consultant or construction contracts.

RECIPIENT will promptly submit a copy of the Local Agency Bidder-DBE Information (Exhibit 15-G(2) "Local Agency Bidder-DBE (Construction Contracts) – Information" or Exhibit 10-O(2) "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" of the LAPM) to the DLAE at the time of execution of consultant or construction contract.

RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" of the LAPM immediately upon completion of the contract for each consultant or construction contract.

**XVII Certification (§26.83(a))**

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.

**XVIII Confidentiality**

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By \_\_\_\_\_  
Signature of Public Works Director

Date \_\_\_\_\_

H.A. (Hank) Levien  
Public Works Director

Phone Number: (619) 628-1369

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

\_\_\_\_\_  
Signature of DLAE

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

Erwin Gojuangco  
DLAE

Distribution: (1) Original – DLAE  
(2) Signed copy by the DLAE – Local Agency

(Updated: March 4, 2009)

## (Attachment)

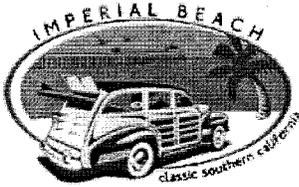
**Prompt Payment of Withheld Funds to Subcontractors**

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.





STAFF REPORT  
CITY OF IMPERIAL BEACH

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

MEETING DATE: JUNE 3, 2009  
ORIGINATING DEPT.: TOM RITTER, ASSISTANT CITY MANAGER *TR*

SUBJECT: RESOLUTION NO. 2009- 6766 APPROVING A TWO-YEAR  
AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH  
AND JESSOP AND SON LANDSCAPING & TURF CARE FOR  
SPORTS PARK MAINTENANCE SERVICES

---

**BACKGROUND:**

Jessop and Son Landscaping & Turf Care currently provides landscaping and maintenance services for the Sports Park ball fields, park area, and public restrooms. This services include:

- Daily landscape and turf maintenance (All park areas, ball fields; no chalking)
- Daily litter and trash clean-up
- Playground Sandbox Cleanliness
- Patio Cleanliness
- Housekeeping for entire park (cleaning, edging, raking, watering)
- Restroom Maintenance
- Open and closing the restroom facilities as needed
- Open and closing all gates as needed
- Secure Park at closing
- Turn lights on/off as needed

At staff's request they have agreed to continue to provide these same services for the next two fiscal years at their current contract amount of \$36,634 per year.

**DISCUSSION:**

As in the previous agreement, Jessop and Son Landscaping & Turf Care, an independent contractor, has agreed to the following independent contractor guidelines:

1. Contractor will comply with all federal, state mandated benefits provided and taxes deducted for all workers
2. Contractor controls the means, manner and methods of providing services to the City
3. Contractor provides own tools, equipment and other materials
4. City Business License required
5. Proof of General Liability Insurance Coverage (\$1,000,000)
6. Contractor must bill or invoice the City for services rendered
7. Contractor is free to subcontract services to others

The proposed professional services agreement for the recommended independent contractor, Jessop and Son Landscaping & Turf Care, provides the independent contractor considerable discretion on scheduling and completion of said daily landscape and park maintenance services to the City with approximately 3,000 total labor hours annually dedicated to Sports Park maintenance services by Jessop and Son Landscaping.

Based on Jessop and Son Landscaping & Turf Care very satisfactory performance during this past two fiscal years, staff is recommending that Jessop and Son Landscaping & Turf Care services be retained for the next two fiscal years. Jessop and Son Landscaping & Turf Care's current contract is for \$36,634. Staff is proposing that the contract remain the same for each of the next two fiscal years. Therefore, Sports Park maintenance services will be provided at a cost of \$36,634 in FY 2009/10 and \$36,634 in FY 2010-11.

**ENVIRONMENTAL IMPACT**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

Funds for the proposed two-year Agreement are in the City's FY 09-10 & 10-11 Budget for Recreation Services (101-6010-451-21-04).

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2009-6766 authorizing the City Manager to execute a Two-Year Sports Park Landscape & Maintenance Agreement between the City and Jessop and Son Landscaping & Turf Care Services, effective July 1, 2009 through June 30, 2011.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
\_\_\_\_\_  
Gary R. Brown, City Manager

Attachments:

1. Resolution No. 2009-6766
2. Proposed Two Year Sports Park Landscape & Maintenance Professional Services Agreement – Jessop & Son Landscaping and Turf Care

**RESOLUTION NO. 2009-6766**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH  
AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND  
JESSOP AND SON LANDSCAPING & TURF CARE FOR SPORTS PARK  
MAINTENANCE SERVICES**

**WHEREAS**, the City desires effective, efficient, and quality Sports Park maintenance services; and

**WHEREAS**, the City desires to enter into an Agreement for the purpose of Sports Park maintenance with an independent contractor, Jessop and Son Landscaping & Turf Care in the amount of \$36,634 for FY 2009-10 and \$36,634 for FY 2010-11; and

**WHEREAS**, Jessop and Son Landscaping & Turf Care will perform these services and responsibilities as stated in the Agreement and under Exhibit "A" within the Agreement.

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

1. That the above recitations are true and correct.
2. Adopt Resolution No. 2009-6766 between the City of Imperial Beach and Jessop and Son Landscaping & Turf Care for Sports Park maintenance services and authorize and direct the City Manager or designee to execute said Agreement for and on behalf of the City of Imperial Beach.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 3<sup>rd</sup> day of June 2009, by the following roll call vote:

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

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

**JACQUELINE M. HALD  
CITY CLERK**





**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF IMPERIAL BEACH AND  
JESSOP AND SON LANDSCAPING AND TURF CARE**

**AGREEMENT MADE** this 1st day of July, 2009, by and between the **CITY OF IMPERIAL BEACH**, hereinafter referred to as "CITY," and **JESSOP AND SON LANDSCAPING AND TURF CARE**, hereinafter referred to as "CONSULTANT";

**WHEREAS**, CITY desires to employ a CONSULTANT to furnish professional services;  
and

**WHEREAS**, CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services.

**WITNESSETH**: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

**Section 1. EMPLOYMENT OF CONSULTANT.**

CITY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

**Section 2. SCOPE OF SERVICES.**

CONSULTANT will perform services as set forth in the attached Exhibit "A" (Scope of Services).

CONSULTANT shall, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

**Section 3. PROJECT COORDINATION AND SUPERVISION.**

The ASSISTANT CITY MANAGER is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for CONSULTANT. KARL JESSOP is hereby designated as the PROJECT DIRECTOR for CONSULTANT.

#### **Section 4. TOTAL COST.**

The total cost for all work described in Exhibit "A" shall not exceed Thirty-six Thousand Six Hundred and thirty-four Dollars (\$36,634) in FY 2009-10 and Thirty-six Thousand Six Hundred and thirty-four Dollars (\$36,634) in FY 2010-11 without prior written authorization from CITY. Payment shall be made in equal installments by the 30<sup>th</sup> day of each month, beginning with the month of July to be paid no later than August 30<sup>th</sup>, 2009. Billing for the previous month's work must be into the Finance Department by the first of the next month. The first invoice from CONSULTANT is due on August 1, 2009. All payments are based on thirty (30) day processing time from time of receipt of the billing.

City may, as the need arises or in the event of an emergency, request additional services of CONSULTANT. Should such additional services be required, CITY and CONSULTANT shall agree to the cost prior to commencement of these services.

#### **Section 5. LENGTH OF CONTRACT.**

This Agreement shall commence July 1, 2009 and continue through June 30, 2011. Should City desire to exercise an option to extend, it shall give notice to CONSULTANT thirty (30) days prior to the end of the then current term.

Any delay occasioned by causes beyond the control of CONSULTANT shall be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the professional services when justified by the circumstances.

#### **Section 6. CHANGES.**

CITY may order changes in the services within the general scope of this Agreement consisting of additions, deletions, or other revisions, and the contract sum and the contract time shall be adjusted accordingly. All such changes shall be authorized in writing, executed by CONSULTANT and CITY. Any changes in CONSULTANT's services caused by inaccurate plans, information or services furnished by CITY shall be paid for by CITY as an additional service. The fee(s) charged for any additional services shall be subject to separate negotiation.

#### **Section 7. OWNERSHIP OF DOCUMENTS.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of CITY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to CITY.

#### **Section 8. STANDARD PROVISIONS.**

CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to

insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

#### **Section 9. TERMINATION.**

This Agreement may be terminated by either party without cause upon delivery and receipt of written notice sixty (60) calendar days prior to the proposed termination. City may terminate this Agreement for cause, without notice, should CONSULTANT be in default of any covenant or condition hereof. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this Agreement, up to the effective date of termination.

All personal property remaining upon the Park premises thirty (30) days after the expiration or termination of this Agreement shall be, at its election, considered the property of City.

#### **Section 10. HOLD HARMLESS.**

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

CONSULTANT shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against, and shall assume full responsibility for payment of all Federal and State income taxes with respect to CONSULTANT and CONSULTANT's employees engaged in performance of this Agreement. City and its agents and employees shall not be, nor be held, liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties or personal injury to or death of them, whether caused by, or resulting from, any negligent act or omission of CONSULTANT.

CONSULTANT shall exonerate, defend, indemnify, and hold harmless City and City's elected and appointed officers, agents, employees and volunteers, from and against any and all of the foregoing obligations and liabilities, and any and all costs and expenses incurred by City on which any claim arising therefrom is based. It is intended by both parties that CONSULTANT shall indemnify and hold City harmless from all claims arising by reason of the work done, or by reason of any act or omission of CONSULTANT its agents, employees and subcontractors, excepting those which arise out of the sole active negligence of City.

## **Section 11. ASSIGNABILITY.**

This Agreement shall not be assigned by either party without the prior written approval of the other.

## **Section 12. CONSULTANT'S EMPLOYEES AND EQUIPMENT**

CONSULTANT has secured or will secure at CONSULTANT's own expense all persons, employees, and equipment required to perform the services required under this Agreement and that all such services will be performed by CONSULTANT, or under CONSULTANT's supervision, by persons authorized by law to perform such services. CONSULTANT covenants and agrees to comply with all local, state and federal laws in the employment of persons and equipment, and to require any of its subcontractors to likewise comply.

## **Section 13. RESPONSIBILITY FOR EQUIPMENT**

City shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by City. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

## **Section 14. INDEPENDENT CONTRACTOR**

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

## **Section 15. AUDIT OF RECORDS.**

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

## **Section 16. INSURANCE/WORKER'S COMPENSATION.**

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

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

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

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

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

## **Section 17. ARBITRATION.**

Claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, may be decided by arbitration if both parties to this Agreement consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by CONSULTANT, CITY, and any other person sought to be joined.

(Any consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand is to be made within a

reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**Section 18. NOTICES.**

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

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

Karl Jessop  
Jessop and Son Landscaping & Turf Care  
1268 Imperial Beach Blvd. #254  
Imperial Beach, CA 91932

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

**Section 19. CALIFORNIA LAW; VENUE.**

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

**Section 20. STATEMENT OF EXPERIENCE.**

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**Section 21. ENTIRE AGREEMENT.**

This Agreement sets forth the entire understanding of the parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

**CITY of IMPERIAL BEACH, a**  
**Municipal Corporation**

**JESSOP & SON LANDSCAPING & TURF CARE**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**Karl Jessop**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Assistant City Manager**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**TO AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND  
JESSOP & SON LANDSCAPING AND TURF CARE**

**Scope of Services  
For Maintenance Services at  
City's Sports Park  
425 Imperial Beach Boulevard  
Imperial Beach, California**

**Consultant shall perform the following  
maintenance duties at the City's Sports Park:**

- Landscaping and turf maintenance (all Park areas and ball fields including mowing and edging infields; does not include chalking of fields)
- Litter and trash clean up
- Clean sandbox as needed
- Clean patio(s) as needed
- Clean, rake and water landscaped areas as necessary
- Maintain and clean restrooms (excluding gym complex)
- Open and close restroom facilities as needed
- Open and close all gates as needed
- Secure Park at closing
- Turn lights on/off as scheduled



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE CITY COUNCIL  
**FROM:** MAYOR JAMES C. JANNEY  
**MEETING DATE:** JUNE 3, 2009  
**ORIGINATING DEPT.:** MAYOR  
**SUBJECT:** Review of City Manager's Contract

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**BACKGROUND:**

A Council Ad-hoc committee was formed to review the City Manager's performance and determine if a salary increase was warranted. The Council Committee, composed of Mayor Janney and Mayor Pro Tempore Bragg, met and considered the matter.

The City initially entered into an employment agreement with Mr. Brown in December 2003. Subsequently, the City amended Mr. Brown's contract three times with the most recent amendment effective January 1, 2008. The Ad-hoc Committee determined that although Mr. Brown's performance over the past year warrants a merit increase, due to the City's current fiscal constraints, a merit increase would not be appropriate at this time.

Therefore no amendment to the City Manager's contract is necessary at this time as Mr. Brown has agreed to continue to serve as City Manager under the same terms and conditions of his existing employment agreement as previously amended.

**ENVIRONMENTAL DETERMINATION:**

This action is exempt from the California Environmental Quality Act (CEQA).

**FISCAL IMPACT:**

Funding for the City Manager's salary and benefits is budgeted in the adopted FY 09-10 budget.

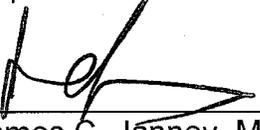
**DEPARTMENT RECOMMENDATION:**

The Council Ad-Hoc Committee on this matter recommends the Mayor and City Council:

1. Receive this report;
2. Adopt Resolution No. 2009-6764.

**MAYOR'S AD HOC COMMITTEE RECOMMENDATION:**

Approve Ad Hoc Committee recommendation.



---

James C. Janney, Mayor

Attachments:

1. Resolution No. 2009-6764

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, CONTINUING THE EMPLOYMENT OF CITY MANAGER GARY R. BROWN UNDER THE SAME TERMS AND CONDITIONS OF HIS EXISTING EMPLOYMENT AGREEMENT**

**WHEREAS**, the Council Ad-hoc Committee of Mayor Janney and Mayor Pro Tempore Bragg met and reviewed the City Manager's performance; and

**WHEREAS**, although it was determined Mr. Gary R. Brown warranted a merit increase it was mutually agreed due to the City's current fiscal constraints a merit increase would not be appropriate at this time; and

**WHEREAS**, Employer and Employee wish for all terms of the current employment agreement, as previously amended three times, shall continue to remain in effect until otherwise changed.

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

1. That the above recitations are true and correct.
2. Adopt Resolution No. 2009-6764 continuing the employment of City Manager Gary R. Brown under the same terms and conditions of his existing employment agreement.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 3<sup>rd</sup> day of June 2009, by the following roll call vote:

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

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

**ATTEST:**

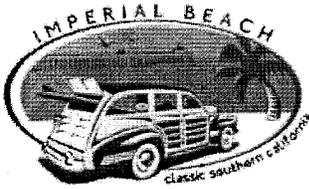
*Jacqueline M. Hald*  
\_\_\_\_\_  
**JACQUELINE M. HALD, CMC  
CITY CLERK**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2009-6764 – A Resolution of the City Council of the City of Imperial Beach, California, CONTINUING THE EMPLOYMENT OF CITY MANAGER GARY R. BROWN UNDER THE SAME TERMS AND CONDITIONS OF HIS EXISTING EMPLOYMENT AGREEMENT.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE





STAFF REPORT  
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: GARY BROWN, CITY MANAGER  
MEETING DATE: JUNE 3, 2009  
ORIGINATING DEPT.: TOM RITTER, ASSISTANT CITY MANAGER *TR*  
SUBJECT: ADOPT RESOLUTION NO. 2009- 6767 APPROVING A  
PROFESSIONAL SERVICES AGREEMENT WITH THE J.  
SIMMS AGENCY FOR PUBLIC RELATIONS SERVICES

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**BACKGROUND:**

In 2007 the City selected the j. simms agency as its public realtions consultant. Since that time staff has been very satisfied with their services and responsiveness to the City's public relations needs. In discussions with staff, the j. simms agency has agreed to enter into another two year contract at their current rate of \$1,250 per month.

**DISCUSSION:**

The City has used the services of a public relations consultant since at least 1998. Services include, but were not limited to, preparing news releases, writing newsletter articles, coordinating and writing speeches for special events (dedications, receptions, etc.), assisting the City in responding to news stories, maintaining contacts with the media on behalf of the City, and helping the City to promote and maintain a positive image.

In the recent past the budget for public relations services has been as high as \$50,000, but as a cost saving measure was reduced to only \$15,000 beginning in 2007.

Staff now recommends the City enter into a new agreement with the j. simms agency to provide public relations services for up to \$15,000 in FY 09-10 with an option for a second year. The j. simms agency was founded in 1995 by Julia Simms and has worked with numerous medium sized businesses and non-profit organizations. In addition to Company President Julia Simms, they have several qualified staff members available to assist the City with its public relations needs.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

\$15,000 has been budgeted in FY 09-10 and 10-11 for this purpose.

**DEPARTMENT RECOMMENDATION:**

Staff recommends adoption of Resolution No. 2009-6767 approving a professional services agreement with the j. simms agency for public relations services.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



\_\_\_\_\_  
Gary Brown, City Manager

Attachments:

1. Resolution No. 2009-6767
2. Professional Services Agreement with the j. simms agency

**RESOLUTION NO. 2009-6767**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE J. SIMMS AGENCY TO PROVIDE PUBLIC RELATION SERVICES**

**WHEREAS**, the City has the need for public relations services for special event planning and promotions, writing press releases, composing written communications for staff and elected officials, story development for the city newsletter, and special public relations consultation; and

**WHEREAS**, the j. simms agency has the expertise and experience to provide public relations services and work with staff in developing positive public relations for the City;

**WHEREAS**, the City desires to hire the j. simms agency for up to \$15,000 in FY 09-10 with an option for a second year; and

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

1. That the above recitations are true and correct.
2. That the City Council hereby approves Resolution 2009-6767 authorizing the City to enter into a Professional Services Agreement between the City of Imperial Beach and the j. simms agency, for Public Relations Services, and authorizes and directs the City Manager or designee to execute said agreement for and on behalf of the City of Imperial Beach.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 3<sup>rd</sup> day of June 2009, by the following roll call vote:

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

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

**ATTEST:**

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



CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF IMPERIAL BEACH AND  
j. simms agency, FOR PUBLIC RELATION SERVICES

ATTACHMENT 2

AGREEMENT MADE this 1st day of July 2009, by and between the CITY OF IMPERIAL BEACH, hereinafter referred to as "CITY," and "j.simms agency", hereinafter referred to as "CONSULTANT";

WHEREAS, CITY desires CONSULTANT to furnish professional services related to providing public information and relations services to the City during FY 09-10; and

WHEREAS, CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

Section 1. EMPLOYMENT OF CONSULTANT.

CITY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

Section 2. SCOPE OF SERVICES.

CONSULTANT will perform services as set forth in the attached Exhibit "A" (Scope of Services).

CONSULTANT shall, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The City Manager or designee is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement. CONSULTANT shall have overall responsibility for the progress and execution of this Agreement for CONSULTANT.

Section 4. TOTAL COST.

The total cost for all work described in Exhibit "A" shall not exceed \$1,250.00 per month under the project fee schedule proposal (\$15,000 per year) including certain expenses and City license costs, without prior written authorization from CITY.

## Section 5. LENGTH OF CONTRACT.

The contract between CONSULTANT and CITY shall be from July 1, 2009 through June 30, 2010 and can be extended by mutual agreement for up to one additional fiscal year if approved in writing by both the CITY and CONSULTANT at the same rates and terms as described in Exhibit "A".

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT's own risk and as a volunteer unless said professional services are so authorized.

## Section 6. CHANGES.

CITY may order changes in the services within the general scope of this Agreement consisting of additions, deletions, or other revisions, and the contract sum and the contract time shall be adjusted accordingly. All such changes shall be mutually agreed to and authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services shall be determined in accordance with the hourly rates in Exhibit "A".

## Section 7. OWNERSHIP OF DOCUMENTS.

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of CITY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to CITY.

## Section 8. STANDARD PROVISIONS.

CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

## Section 9. TERMINATION.

CITY may terminate this Agreement at any time by giving written notice of same and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by CITY as provided herein, CONSULTANT shall be paid for all effort and material expended on behalf of CITY under the terms of this Agreement, up to the effective date of termination.

CONSULTANT may terminate this Agreement, with the mutual consent of CITY, at any time by giving written notice of same and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If, through any cause, CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, CITY shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY, and CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of notice of termination, not to exceed the total costs under Section 4 hereinabove.

## Section 10. HOLD HARMLESS.

CONSULTANT agrees to indemnify and save CITY, its elected officials, officers, agents and employees harmless from any and all liability, claims, damages, or injuries to any person, including injury to CONSULTANT's employees, and all expenses of investigating and defending against same which arise from or are connected with CONSULTANT's performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts of CONSULTANT, CONSULTANT's agents or employees.

## Section 11. ASSIGNABILITY.

This Agreement shall not be assigned by either party without the prior written approval of the other.

## Section 12. INDEPENDENT CONTRACTOR.

CONSULTANT and any sub-consultants employed by CONSULTANT shall be independent contractors and not agents of CITY hereunder. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub-consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

### Section 13. AUDIT OF RECORDS.

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

### Section 14. INSURANCE/WORKER'S COMPENSATION.

CONSULTANT shall maintain general liability insurance to a limit of \$1,000,000 and State of California required levels of Worker's Compensation insurance for all work performed under this Agreement in accordance with CITY requirements.

### Section 15. ARBITRATION.

Claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, may be decided by arbitration if both parties to this Agreement consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by CONSULTANT, CITY, and any other person sought to be joined.

(Any consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### Section 16. ATTORNEY'S FEES.

In the event of litigation over the performance of the Agreement, the prevailing party shall be entitled to attorney's fees and costs incurred during the course of litigation.

Section 17. NOTICES.

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

Gary Brown  
City Manager  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach CA 91932

Julia Simms  
President  
j. simms agency  
406 9<sup>th</sup> Suite 310  
San Diego, CA 92101

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

Section 18. ENTIRE AGREEMENT.

This Agreement sets forth the entire understanding of the parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF IMPERIAL BEACH, a  
municipal corporation

j. simms agency

\_\_\_\_\_  
Gary Brown, City Manager

\_\_\_\_\_  
Julia Simms, Presiden

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Tom Ritter, Assistant City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**PUBLIC RELATIONS CONSULTANT  
PROPOSAL/QUALIFICATIONS  
FOR CITY OF IMPERIAL BEACH**

Presented  
by  
j. simms agency  
May 28, 2009

406 9<sup>th</sup> Avenue, Suite 310  
San Diego, CA 92101  
858-689-9909  
fax 858-689-1281



May 28, 2009

Tom Ritter, Assistant City Manager  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

Dear Tom:

I am pleased to present this proposal to the City of Imperial Beach. In fact, everyone at j. simms agency is very enthusiastic to continue working with city staff to implement an aggressive public relations campaign that will continue to increase the visibility of Imperial Beach throughout San Diego County and promote its quality of life.

j. simms agency is the perfect complement to your team as we have been working partners of leading South County businesses and non-profit organizations for more than 20 years. I was a part of a think tank formed to improve the image of South County in the 1990s as then Director of Public Relations for The Corky McMillin Companies. Currently we represent such South County organizations as the Chula Vista Nature Center and the South County Economic Development Council. Additionally, I was born and raised in Coronado and have personal and professional ties to Imperial Beach.

Our staff is available to meet with the city monthly at City Hall and as often as necessary via phone and email to accomplish all of your public relations objectives. I am sure you have found our team of self-starters require little or no supervision. We will be working to promote the City of Imperial Beach from day one through the end of our contract.

If you have any questions, please do not hesitate to call us at 858-689-9909. I can be reached via email at [julia@jsimmsagency.com](mailto:julia@jsimmsagency.com) or feel free to contact Bonnie Vieira at [bonnie@jsimmsagency.com](mailto:bonnie@jsimmsagency.com).

Best wishes,

Julia A. Simms, APR  
President



## **CITY OF IMPERIAL BEACH PUBLIC RELATIONS METHODS AND STRATEGY**

Our public relations strategy will consist of an aggressive media relations campaign targeted at a wide range of media, including television news, daily and community newspapers throughout the county as well as business publications and monthly magazines to create positive awareness of Imperial Beach.

We outlined below the specific tactics we recommend.

### Press Releases

The primary communications vehicle for the public relations program will be -monthly press releases placed in local newspapers. These releases will promote special events, provide updates on city affairs, report research findings and anything else that is newsworthy. We make it our job to uncover the news stories and to constantly recommend press release ideas. We scan all local media on a daily basis, looking for trends and news items that might be relevant to each and every one of our clients. This assists us in developing timely, newsworthy stories that the press wants to print.

In addition, calendar items and media advisories will be distributed prior to each event Imperial Beach hosts. We are confident that a barrage of media will increase coverage of such events.

### Feature Stories

In addition to the press releases mentioned above, feature-type stories about changes in Imperial Beach along with human-interest stories about some of your residents and business owners will help to create a positive image of the city. These stories will be pitched to specific print and broadcast media outlets as appropriate and would be done in place of a monthly press release.

### Media Relations

Our team at j. simms agency has decades of experience working with print and broadcast media in San Diego County. We speak to a variety of reporters and editors on a daily basis and take a great deal of pride in the strong relationships we have been able to create with the press.

Media outreach on behalf of Imperial Beach will be directed at nearly 50 reporters, syndicated writers, columnists and editors at major San Diego County daily newspapers, business and ethnic publications, San Diego County entertainment and calendar papers, arts and cultural outlets, regional magazines, and radio and television stations.

In addition, j. simms agency will develop and strengthen relationships with individual members of the working press at all of the above outlets on behalf of Imperial Beach, as well as look for opportunities to have Imperial Beach mentioned in reporter-bylined articles. We speak to a variety of reporters and editors on a daily basis and take a great deal of pride in the strong relationships we have been able to create with the press. We will put those contacts to work for Imperial Beach immediately.

### Public Relations Counsel

Our seasoned media relations practitioners will advise staff on how to interface with the media, offer media relations training and can prepare written statements or speaking points for elected officials. We would gladly offer the 25 years of media relations experience embodied by our Founder and President Julia Simms to advise Imperial Beach with its on-going public relations endeavors.

We will monitor news stories on your behalf and advise how to respond to controversial issues as the situations arise. If an issue escalates to the state of a crisis, the j. simms team would assist the City of Imperial Beach in resolving the problem in a timely and efficient manner, even if the matter arises after working hours or on the weekends. Our team members are always reachable by phone or email, practically 24 hours a day, seven days a week.

## **QUALIFICATIONS AND EXPERIENCE**

j. simms agency was established in 1995 by Julia Frampton Simms, a veteran of the public relations and marketing communications fields. The firm specializes in advertising, branding, media relations and publicity campaigns. j. simms agency provides complete integrated marketing services, establishing brand recognition and market position for its clients through targeted campaigns strategically implemented to cover all aspects of new and traditional media. Our experience stems from having represented a wide spectrum of businesses on a local, regional and national scale, from real estate developers and restaurateurs to professional service firms and non-profit organizations.

Our client list includes such giants as The Corky McMillin Companies, Old Town Family Hospitality Corp., Bosa Development and Globaltel Media. We have also worked with the South County Economic Development Council, coordinating with all municipalities in the South County as well as the Port of San Diego and the County to produce the bimonthly Briefings newsletter.

In addition, we represented both The Corky McMillin Companies and the City of San Diego in promoting the redevelopment of the former San Diego Naval Training Center. This project, known as Liberty Station, included work in crisis communications, public safety, financial and environmental issues, as well as community events.

Recommendation letters from several of our clients are available upon request.

## **PROJECT PERSONNEL**

The j. simms agency team is comprised of veteran public relations professionals with decades of experience as well as a younger group of highly trained and well-educated relative newcomers to the field. This careful balance of old and young provides for a diversity of ideas and a creative fusion that brings freshness to all the company undertakes. The following is background on each of the individuals who would work on the Imperial Beach account.

### **JULIA SIMMS, APR, President & Account Supervisor**

Julia Simms is the president and founder of j. simms agency. She is the former in-house public relations counsel to The Corky McMillin Companies where she held the title of assistant vice president. Prior to McMillin, she was the director of public relations for a boutique San Diego-based advertising firm specializing in the home-building industry. With 25 years of experience in the real estate marketing field, Ms. Simms is an active member of the San Diego Press Club and the Public Relations Society of America, from which she has achieved the prestigious APR designation and membership within the exclusive Counselors Academy. She is a past president and life director of the Sales and Marketing Council of the local Building Industry Association, a past member of the board of directors of the Building Industry Association, and former member of the organization's communications committee. She is a past president of BIA Cares for Kids, the philanthropic arm of the building industry in San Diego County. She serves as the account supervisor for each client of j. simms agency, ensuring all receive her depth and breadth of experience.

### **BONNIE VIEIRA, Director of Client Services & Primary Client Contact for City of Imperial Beach**

An honors graduate from SDSU's School of Communication, Ms. Vieira has headed up public relations efforts at j. simms agency for three years. As Director of Client Services, she is responsible for managing marketing and public relations activities for several of the company's clients, assuring each receive the utmost in personal attention. Her duties include creating and implementing clients' public relations campaigns, writing a range of press materials and pitching to the media. She currently oversees the media relations activities for Bosa Development, Cherple.com and Fiesta de Reyes in Old Town San Diego.

### **MICHAEL SIMMS, Senior Copywriter**

Michael Simms, a 10-year veteran of the computer software development industry, joined j. simms agency in 1997 as a researcher and feature writer. He has a vast amount of experience in technical, prose and news writing and holds a bachelor's degree in English and a master's degree in computer education from United States International University. He works with a variety of clients providing copywriting, feature news writing and speechwriting services. His diverse writing abilities allow him to write gripping ad copy as well as opinion pieces on local politics and his in-depth knowledge of the Internet and experience copywriting for the Web makes him invaluable to many of the clients at j. simms agency.

## **SCHEDULE OF RATES**

### Hourly Rates

Julia Simms/President	\$150.00
Bonnie Vieira/ Director of Client Services	\$100.00
Mike Simms/Speechwriter, Op-Ed Writer	\$100.00
Administration	\$ 75.00

We are perfectly willing to work on an hourly basis for the City of Imperial Beach with the rates listed above, however, j. simms agency prefers to work on a project fee schedule. The following are our rates for the services we are recommending for the city. We believe these fees represent a significant savings to our clients over the system of paying by the hour.

### Annual Fees

Monthly Press Releases or Feature Stories           \$10,800 annually (\$900/month)  
*(Includes writing, distribution and media follow-up)*

Monthly Strategy Meetings                                 \$ 3,600 annually (\$300/month)  
*(Includes one face-to-face meeting per month with city officials as well as unlimited consultations over the phone and via email)*

Miscellaneous Expenses                                     \$ 600 annually (\$50/month)  
*(Includes copies, mileage, faxes, stationery, clipping service and postage)*

**Annual Public Relations Expenses                         \$15,000**



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER  
**MEETING DATE:** JUNE 3, 2009  
**ORIGINATING DEPT.:** PUBLIC WORKS *HAL*  
**SUBJECT:** PUBLIC HEARING AND FIRST READING OF ORDINANCE TO CONSIDER ADOPTION OF THE SEWER SERVICE CHARGE FOR FISCAL YEAR 2010

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**BACKGROUND:**

Pursuant to Chapter 13.06 of the Imperial Beach Municipal Code, a sewer service fee is charged to all residential and non-residential customers in the city limits of the City of Imperial Beach that discharge sewage into the sewer lines maintained by the city, or is considered by the San Diego Metropolitan Sewer System to be within the city jurisdiction. Ordinance 2005-1030, Section 2, adopted by Council on July 20, 2005 states:

"Ordinance 2005-1030, Section 2:

"The rates established hereunder shall increase each July 1st, beginning in the year 2006 through July 1, 2010, inclusive, by the amount of five and one-half percent (5.5%) to account for expected increased costs of sewer service. Rates, beginning in July 1, 2011 and thereafter, will be adjusted based on the United States Bureau of Labor Statistics Consumer Price Index data for the Los Angeles-Riverside-Orange County Statistical Area, or by a more appropriate future determiner of Imperial Beach Cost of Living that may be developed. Prior to the scheduled increase each year, the City Council shall hold a public hearing in conjunction with the process of adoption or review of the City budget adoption of the annual City budget to determine if there are costs reasonably borne by the City to justify the annual increase established hereunder. If the City Council determines that the actual costs of the sewer program do not require the automatic annual increase, the City Council shall amend the sewer rates to reflect the actual costs of service, including adequate reserves for contingencies. Nothing herein prevents the City Council from enacting fees that cover the actual costs of the sewer program."

Imperial Beach Municipal Code 13.06.080. Single-Family rate limit. reads –

"Notwithstanding Section 13.06.140 of this chapter, single family residential ratepayers shall have an annual rate limit of six hundred dollars per household. This limit shall increase at the rate of the cost of living factors implemented on an annual basis under Section 13.06.140 of this chapter and its implementing Ordinance No. 2005-1030 (Ordinance 2005-1035 § 2, 2005)."

The calculated annual Single –Family Rate Limit is as follows:

FISCAL YEAR	AMOUNT	5.5% INCREASE	TOTAL RATE LIMIT
2005/2006	\$600	\$33	\$633
2006/2007	\$633	\$35	\$668
2007/2008	\$668	\$37	\$705
2008/2009	\$705	\$39	\$743
2009/2010	\$743	\$41	\$784

Since the sewer service charges are codified in the Imperial Beach Municipal Ordinance, changes to the sewer service charges must be made through a new ordinance. And, since the ordinance proposes a change in a sewer service fee, a public hearing must be held to effect sewer service fee changes.

Additionally in the recent California Supreme Court decision (*Bighorn-Desert View Water Agency v. Verjil*, (2006) 39 Cal. 4<sup>th</sup> 205), the court ruled that a public agency's water rate and charges for ongoing water delivery are subject to the initiative provision of Article 13C, Section 3, as added to the California Constitution by Proposition 218. The *Bighorn* decision raises concerns about the applicability of this decision relative to waste water (sewer) service charges, particularly with regard to public noticing requirements. In an abundance of caution, City Council directed staff to notice a 45-day public hearing period and for staff to mail notices of the proposed fee increase to all affected property owners.

**DISCUSSION:**

On April 15, 2009, City Council set the public hearing and first reading of the ordinance for the June 3, 2009, regular City Council meeting. The following adoption schedule was approved:

- Mail the 45-day notice no later than April 17, 2009
- Public Hearing and First Reading of Ordinance, June 3, 2009
- Second Reading of Ordinance, June 17, 2009

The 5.5% adjustment for the year starting July 1, 2009, is shown on the below table:

<b>Revised Sewer Rates FY 2009/10 FOR ANNUAL BILL CALCULATIONS</b>			
<i>City of Imperial Beach</i>			
<b>Customer Class</b>		Current Rate (2008/09) (a)	Requested (2009/10 Sewer Rates) (b)
Single-Family Residential (c)	Class 1		
Volume-based Rate	Class 1	\$2.1594	\$2.2782
Annual Base Charge	Class 1	\$145.5355	\$153.5399
Multi-Family Residential	Class 2	\$3.6662	\$3.8678
Rest./Bakeries/Mort./Groc.	Class 3	\$7.0164	\$7.4023
Small Commercial	Class 4	\$3.6440	\$3.8444
Car Wash/Laundries	Class 5	\$3.3215	\$3.5042
Public Agency/Institutional	Class 6	\$3.0760	\$3.2452
Heavy Commercial	Class 7	\$6.4074	\$6.7598
Mixed Use Light	Class 8	\$3.7158	\$3.9202
Mixed Use Heavy	Class 8.5	\$5.4073	\$5.7047
Navy	Class 9	\$4.2076	\$4.4390
<b>Sewer Unit Charges – by Treatment Parameter</b>			
Volume Charges (\$/HCF)		\$2.9229	\$3.0836
Strength Surcharges – BOD (\$/lb)		\$0.4916	\$0.5186
Strength Surcharges – TSS (\$/lb.)		\$0.4565	\$0.4816





**ORDINANCE NO. 2009-1086**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH CALIFORNIA ADOPTING THE REVISED SEWER SERVICE RATES FOR SANITARY SEWER SERVICE AND AMENDING SECTION 13.06.140.B OF CHAPTER 13.06 OF THE IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SEWER SERVICE CHARGES - DESIGNATED**

**WHEREAS**, On July 20, 2005, City Council adopted Ordinance No. 2005-1030 revising the sewer service fee in Fiscal Year 2006; and

**WHEREAS**, Ordinance 2005-1030, Section 2 stated, "The rates established hereunder shall increase each July 1st, beginning in the year 2006 through July 1, 2010, inclusive, by the amount of five and one-half percent (5.5%) to account for expected increased costs of sewer service"; and

**WHEREAS**, in subsequent Fiscal Years 2007, 2008, and 2009 the Sewer Service Charges were increased by 5.5% respectively; and

**WHEREAS**, the increased costs of sewer service does not exceed the actual cost of providing service.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AS FOLLOWS:

Section 1: Section 13.06.140.B is hereby amended to read as follows:

"B. Said service charges are based upon the Foresight Consulting Sewer Rate Study, June 2005. Annual sewer service charges will be determined by applying the volume charge per hundred cubic feet (HCF) for each customer classification to each premises as determined by the water utility meter readings for the prior year, and the suspended solids (SS) and biological oxygen demand (BOD) content for such volume.

<b>Revised Sewer Rates FY 2009/10 FOR ANNUAL BILL CALCULATIONS</b>			
<i>City of Imperial Beach</i>			
<b>Customer Class</b>		<b>Current Rate (2008/09) (a)</b>	<b>Requested (2009/10) Sewer Rates (b)</b>
Single-Family Residential (c)	Class 1		
Volume-based Rate	Class 1	\$2.1594	\$2.2782
Annual Base Charge	Class 1	\$145.5355	\$153.5399
Multi-Family Residential	Class 2	\$3.6662	\$3.8678
Rest./Bakeries/Mort./Groc.	Class 3	\$7.0164	\$7.4023
Small Commercial	Class 4	\$3.6440	\$3.8444
Car Wash/Laundries	Class 5	\$3.3215	\$3.5042
Public Agency/Institutional	Class 6	\$3.0760	\$3.2452
Heavy Commercial	Class 7	\$6.4074	\$6.7598
Mixed Use Light	Class 8	\$3.7158	\$3.9202
Mixed Use Heavy	Class 8.5	\$5.4073	\$5.7047
Navy	Class 9	\$4.2076	\$4.4390
<b>Sewer Unit Charges – by Treatment Parameter</b>			
Volume Charges (\$/HFC)		\$2.9229	\$3.0836
Strength Surcharges – BOD (\$/lb)		\$0.4916	\$0.5186
Strength Surcharges – TSS (\$/lb.)		\$0.4565\$	\$0.4816

- (a) Current rates effective July 1, 2008
- (b) 5.5% increase per Ordinance No. 2005-1030, Section 2
- (c) Maximum Single Family residential rate cap is \$784.00

Section 2: This ordinance shall become effective thirty (30) days following its passage and adoption.

Section 3: The City Council of the City of Imperial Beach hereby declares that should any section, paragraph, sentence, phrase, term or word of this Ordinance, hereby adopted, be declared for any reason to be invalid, it is the intent of the City Council that it would have adopted all other portions of this Ordinance irrespective of any such portion declared invalid.

**INTRODUCED AND FIRST READ** at a regular meeting of the City Council of the City of Imperial Beach, held on the 3<sup>rd</sup> day of June 2009, and thereafter **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, held on the 17<sup>th</sup> day of June 2009 by the following roll call vote:

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

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**JAMES LOUGH, CITY ATTORNEY**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be true and exact copy of Ordinance No. 2009-1086, Adopting The Revised Sewer Service Rates For Sanitary Sewer Service And Amending Section 13.06.140.B Of Chapter 13.06 Of The Imperial Beach Municipal Code Pertaining To Sewer Service Charges - Designated

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE



Return to Agenda

AGENDA ITEM NO. 5.1



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: GARY BROWN, CITY MANAGER**

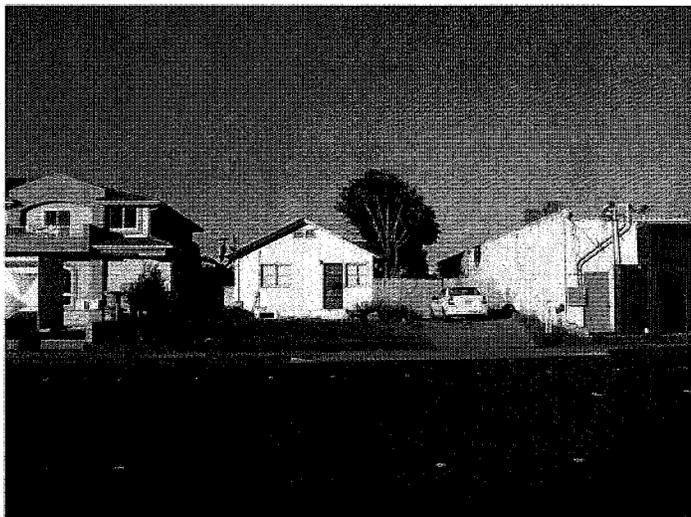
**MEETING DATE: JUNE 3, 2009**

**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR  
JIM NAKAGAWA, AICP, CITY PLANNER  
TYLER FOLTZ, ASSOCIATE PLANNER *TF*

**SUBJECT:** KAMAL NONA (OWNER)/STOSH THOMAS (ARCHITECT);  
CONDITIONAL USE PERMIT (CUP 060398), DESIGN REVIEW  
(DRC 060399), SITE PLAN REVIEW (SPR 060400) FOR TWO  
MIXED USE DEVELOPMENTS WITH TWO RETAIL  
COMMERCIAL SPACES AND TWO RESIDENTIAL UNITS FOR  
EACH DEVELOPMENT (FOUR COMMERCIAL AND FOUR  
RESIDENTIAL UNITS TOTAL) LOCATED AT 1120, 1122 13<sup>TH</sup>  
STREET AND 1150, 1152 13<sup>TH</sup> STREET, IN THE C-3  
(NEIGHBORHOOD COMMERCIAL) ZONE. MF 863.

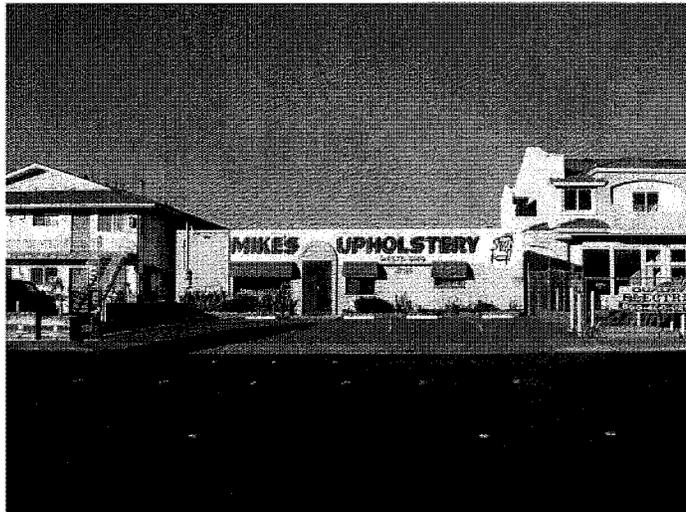
**PROJECT DESCRIPTION/BACKGROUND:**

This project (MF 863) was originally scheduled for the April 15, 2009 meeting; however, additional consideration regarding access and parking was necessary. The project was heard by City Council on May 6, 2009, and the decision was to continue the project to the May 20, 2009 meeting. The primary concerns raised were related to the ability to provide drought tolerant landscaping, review of mutual access and parking requirements, and verification of proper notification procedure. Prior to the Council Hearing on May 20, 2009 the applicant requested that the project be continued to the June 3, 2009 Hearing.



Drought tolerant landscaping, xeriscape, is required and subject to staff approval (condition #7 on Resolution 2009-6765).

Mutual access and parking arrangements have been done in Imperial Beach previously (e.g. IB Promenade by Sterling Development and Dan Malcolm at 13<sup>th</sup> St./Palm Avenue). Staff has reviewed the access and parking requirements of the neighboring projects adjacent to 1120, 1122, 1150, 1152 13<sup>th</sup> Street and has determined that all owners of parcels 633-022-20-00 (1120, 1122 13<sup>th</sup> Street), 633-022-19-00 (1126 13<sup>th</sup> Street), 633-022-17-00 (1144 13<sup>th</sup> Street), 633-022-18-00 (1146 13<sup>th</sup> Street), and 633-022-16-00 (1150, 1152 13<sup>th</sup> Street) shall provide mutual access and parking with



one another (mutual access and parking condition approved by Council in Resolution 2005-6114 for 1144/1146 13<sup>th</sup> Street is provided as attachment #3). All costs initiated by new construction to meet this requirement will be incurred by the applicant. If access cannot be legally obtained by applicant, an alternative plan for access, parking, and circulation may be approved by the Community Development Director (ref. Resolution 2009-6765 condition #4).

A signed affidavit, copy attached, provided by First American Title Company states that all occupants within 100 feet and owners within 300 feet, according to the latest available assessment roll of the County of San Diego, were included in a public notice packet submitted to the City in May of 2006. The noticing requirements for this project have been met. Typically notice packages are provided upon project submittal; however, a policy of requiring a notice packet immediately prior to a public hearing will be enacted to ensure accuracy for all projects. A neighboring property owner was concerned that his tenants were not notified; staff had delivered a notice to all tenants at the neighboring property so that they were aware that the project would be heard on May 20, 2009. All individuals in attendance of the May 20, 2009 hearing were informed that the project would be continued to the June 3, 2009 meeting.

The application, originally submitted on May 26, 2006, is for a Conditional Use Permit (CUP 060398), Design Review Case (DRC 060399), and Site Plan Review (SPR 060400) for two mixed-use developments, each development consisting of 2,004 square feet of retail commercial space on the first floor and two residential units totaling 1,896 square feet above the first floor for each building (4,008 square feet of retail commercial space total; 3,792 square feet of residential space total) at two 5,840 square foot parcels (APN 633-022-20-00 and 633-022-16-00) at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street in the C-3 (Neighborhood Commercial) Zone. Mixed-use development projects in the C-3 (Neighborhood Commercial) Zone are subject to approval of a Conditional Use Permit (I.B.M.C 19.28.020). The project was subject to design review by the Design Review Board because the project requires a conditional use permit, and because it is located on a Design Corridor (13<sup>th</sup> Street) (BMC 19.83.020).

**PROJECT EVALUATION/DISCUSSION:**

The two rectangular 5,840 square-foot project sites front on the west side of 13th Street between Imperial Beach Boulevard and Fern Avenue. The sites abut the two mixed-use projects located at 1126 13<sup>th</sup> Street and 1144, 1146 13<sup>th</sup> Street. 1120, 1122 13<sup>th</sup> Street consists of a residential duplex unit, and 1150 13<sup>th</sup> Street consists of Mike’s Upholstery. The adjacent property to the north of 1120 is a small shopping center and the property to the south is an approved mixed-use building. The property to the north of 1150 is an approved mixed-use building and to the south is a multi-family residence. Directly across 13th Street from the site are commercial buildings. Across from the alley is a residential neighborhood zoned R-3000 (Two-Family Residential).

**General Plan/Zoning Consistency:** The proposed developments are subject to C-3 (Neighborhood Commercial) zoning requirements. The C-3 zone is intended to provide for businesses to meet the local neighborhood demand for commercial goods and services. It is intended that the dominant type of commercial activity in the zone will be neighborhood serving retail and office use such as markets, professional offices, personal services, restaurants and hardware stores (I.B.M.C. 19.28.010). The proposed project will provide four retail commercial spaces total, which meets the intent of the land use designation.

**Standards**

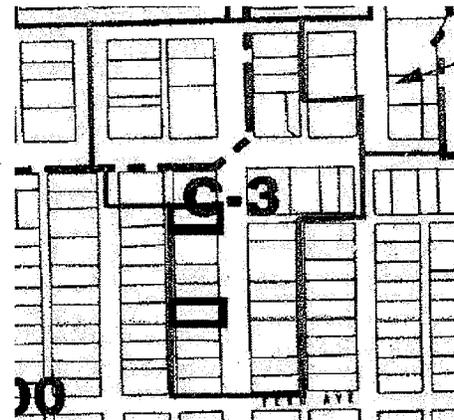
**Provided/Proposed**

One dwelling per 2,000 square feet of lot area above the first floor	One dwelling unit per 2,920 square feet (at both 1120, 1122 13 <sup>th</sup> Street & 1150, 1152 13 <sup>th</sup> Street)
There are no front, side and rear yard setbacks in the C-3 zone (Section 19.28.030)	Front yard: 52 feet Side yard (1120, 1122 south elevation/1150, 1152 north elevation): 3 feet Side yard (1120, 1122 north elevation/1150, 1152 south elevation): 0 feet Rear yard: 0 feet
Minimum lot size of 3,000 square feet (Section 19.28.040)	5,840 square foot parcels (1120, 1122 & 1150, 1152)
Minimum street frontage of 30 feet (Section 19.28.050).	13th Street frontage of 50 feet (1120, 1122 & 1150, 1152)
Maximum building height of two stories or 28 feet (Section 19.28.060)	28 feet; 30” parapet walls above the 28’ are required per building code
Open space: 300 square feet per dwelling unit; 60% must be at grade level	A 10% administrative adjustment may be provided to reduce the required open space. 10% of 300 = 270 square feet open space required per dwelling unit. 272 square feet per dwelling unit is proposed. 60% of 540 = 324 square feet of open space required at grade level 324 square feet is proposed.

<p>Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (Section 19.50.030).</p>	<p>5,840 square foot lots = 876 square feet of required landscaping per building. 893 square feet of landscaping proposed.</p>
<p>Required parking spaces for commercial, retail: one space for each two hundred fifty square feet of net floor area, plus one space per two employees (Section 19.48.050.I). Required parking spaces for residential dwelling units in the C-3 zone: 1.5 per dwelling unit (Section 19.48.030.C)</p>	<p>5 commercial spaces = one space for each two hundred fifty square feet of net floor area, plus one space per two employees (2 employee spaces). 3 residential spaces = 1.5 spaces per residential unit.</p>

**Surrounding Zoning and Land Use**

North:	C-3	Commercial (1120, 1122 13 <sup>th</sup> St.)/Mixed Use (1150, 1152 13 <sup>th</sup> St.)
South:	C-3	Mixed Use (1120, 1122 13 <sup>th</sup> St.)/Residential (1150, 1152 13 <sup>th</sup> St.)
East:	C-3	Commercial
West:	R-3000	Residential



**Design Review:** The project sites front along 13th Street, a designated Design Corridor. The applicant's architect has proposed varied rooflines and architectural detailing and relief through the incorporation of building recesses and balconies. The applicant will provide drought tolerant landscape, xeriscape, along with queen palms as recommended by the Design Review Board. The overall design of the building should contribute positively in making an architectural statement along 13th Street, and completing the mixed-use commercial center.

Parking for the commercial and residential units will be located in two on-site locations. The commercial retail unit of each development is required to have five (5) parking spaces. These spaces will be located in the front of each building, and will access off of the existing curb cuts for 1126 13<sup>th</sup> Street, and 1144, 1146 13<sup>th</sup> Street; the existing curb cuts for 1120, 1122 13<sup>th</sup> Street and 1150 13<sup>th</sup> Street will be removed. Typically a new commercial development would require handicap parking; however, the two existing handicap parking spaces at 1126 13<sup>th</sup> Street and 1144, 1146 13<sup>th</sup> Street will be shared with the two proposed buildings in accordance with a parking and access agreement required of all property owners in this master plan. Three residential parking spaces for each development will be located off of the alley.

The trash and recycling enclosure for both the commercial space and the residential units is located behind the rear stairwell off the alley.

The commercial spaces will be accessible from 13th Street on the first floor. Doors will be provided on the west elevations to access the trash/recycling enclosure. The access for the residential units will be via a stairway in the rear of the building (off of the alley) on the south elevation for 1120, 1122 13<sup>th</sup> Street and the north elevation at 1150, 1152 13<sup>th</sup> Street.

The City requires new development to conform to the new state water quality/urban runoff requirements (SDRWQCB Order 2001-01). Plans for new development must show drainage patterns to demonstrate how storm water will be directed to landscaped areas (bioswales) or to filters before it is discharged into the city's storm sewers or to the beach. Prior to building permit approval, the grading and drainage plans for this project will need to show such compliance.

The applicant has requested that all sign permits be processed at a later time. Per the Design Review Board, the signs shall be channel lettering set in complimentary colors to the buildings



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

**COASTAL JURISDICTION:** The project is not located in the Coastal Zone; the City will not need to consider evaluating the project with respect to conformity with coastal permit findings.

**FISCAL ANALYSIS:**

The applicant has deposited approximately \$13,037.00 in Project Account Number 060398 to fund the processing of this application.

**DESIGN REVIEW BOARD (DRB) RECOMMENDATION:**

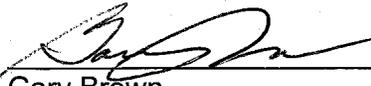
On April 17, 2008, the Design Review Board recommended approval of the project as proposed (vote of 3-0 to approve; one member absent; one seat vacant).

**DEPARTMENT RECOMMENDATION:**

1. Open the public hearing and entertain testimony.
2. Close the public hearing.
3. Adopt Resolution No. 2009-6765, approving Conditional Use Permit (CUP 060398), Design Review Case (DRC 060399), and Site Plan Review (SPR 060400), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown  
City Manager

Attachments:

1. Resolution No. 2009-6765
  2. Plans
  3. MF 641 Staff Report, March 2, 2005 (1144/1146 13<sup>th</sup> Street)
  4. MF 641 PowerPoint Presentation, March 2, 2005 (1144/1146 13<sup>th</sup> Street)
  5. MF 641 Copy of signed Resolution 2005-6114 (1144/1146 13<sup>th</sup> Street)
  6. March 2, 2005 City Council meeting minutes for Item 6.1 (MF 641 - 1144/1146 13<sup>th</sup> Street)
  7. MF 641 Copy of signed Affidavit accepting conditions (MF 641 – 1144/1146 13<sup>th</sup> Street - Reso. 2005-6114)
  8. First American Title Affidavit, May 26, 2006
- c: file MF 863  
Kamal Nona, 1126 13<sup>th</sup> Street, Imperial Beach, CA 91932  
Greg Wade, Community Development Director  
Jim Nakagawa, City Planner  
Hank Levien, Public Works Director

## RESOLUTION NO. 2009-6765

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A CONDITIONAL USE PERMIT (CUP 060398), DESIGN REVIEW CASE (DRC 060399), AND SITE PLAN REVIEW (SPR 060400) FOR TWO MIXED-USE DEVELOPMENTS WITH TWO RETAIL COMMERCIAL SPACES AND TWO RESIDENTIAL UNITS IN EACH BUILDING (FOUR COMMERCIAL AND FOUR RESIDENTIAL UNITS TOTAL) LOCATED AT 1120, 1122 13<sup>TH</sup> STREET AND 1150, 1152 13<sup>TH</sup> STREET, IN THE C-3 (NEIGHBORHOOD COMMERCIAL) ZONE. MF 863**

**APPLICANT: KAMAL NONA (OWNER)**

**WHEREAS**, on June 3, 2009, the City Council of the City of Imperial Beach held a duly noticed public meeting to consider the merits of approving or denying an application for a Conditional Use Permit (CUP 060398), Design Review Case (DRC 060399), and Site Plan Review (SPR 060400) for two mixed-use developments with two retail commercial spaces and two residential units in each building (four commercial and four residential units total) located at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street (APN 633-022-20-00 and 633-022-16-00) in the C-3 (Neighborhood Commercial) Zone, legally described as follows:

1120, 1122 13<sup>th</sup> Street: Lots 43 and 44, inclusive in Block 2 of Imperial Beach Park, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 1994, filed in the Office of the County Recorder of San Diego County, February 1, 1927; excepting therefrom the Easterly 10 feet thereof.

1150, 1152 13<sup>th</sup> Street: Lots 33 and 34, inclusive in Block 2 of Imperial Beach Park, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 1994, filed in the Office of the County Recorder of San Diego County, February 1, 1927; excepting therefrom the Easterly 10 feet thereof.

**WHEREAS**, on April 17, 2008, the Design Review Board adopted DRB Resolution No. 2008-01 recommending conditional approval of the project design; and

**WHEREAS**, the project design of two mixed-use developments consisting of 4,008 total square feet retail commercial space on the first floor (2,004 square feet of commercial space per development) and four residential units totaling 3,792 square feet above the first floor (two residential units per development totaling 1,896 square feet each) at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, is compatible with other developments in the vicinity which consist of a mixed-use developments at 1126 13<sup>th</sup> Street and 1144, 1146 13<sup>th</sup> Street, commercial buildings to the east, and a residential neighborhood to the west, and, therefore, would be consistent with Policy D-8 (Project Design) of the Design Element of the General Plan; and,

**WHEREAS**, the City Council finds that the project is in substantial compliance with Policy L-4g of the Land Use Element of the General Plan, which promotes Thirteenth Street Commercial Areas (C-3) for pedestrian-oriented commercial uses that serve the neighborhood; and

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

**WHEREAS**, the City Council considered the information contained in the staff reports on this case and public testimony received on this case; and

**WHEREAS**, at the close of said meeting on June 3, 2009, a motion was duly made and seconded to approve Conditional Use Permit (CUP 060398), Site Plan Review (SPR 060399), and Design Review (DRC 060400) for two mixed-use developments consisting of retail commercial space on the first floor and four residential units above the first floor total at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, based upon the following findings and subject to the conditions of approval contained herein.

**WHEREAS**, the City Council further offers the following findings in support of its decision to conditionally approve the project:

**CONDITIONAL USE PERMIT FINDINGS:**

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

In the C-3 (Neighborhood Commercial) Zone, the intent of the zone is to promote the local neighborhood demand for commercial goods and services such as markets, professional offices, personal services, restaurants and hardware stores (IBMC 19.28.010). This project will provide additional retail commercial space in this area of 13<sup>th</sup> Street to meet the demands for goods in the surrounding neighborhood. This project will also provide additional housing, four units total with off street parking, to meet the current housing demand. Also, the development of this project may encourage revitalization of the existing area, development of the nearby lots and increase patronage to the surrounding businesses.

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

The proposed development, two mixed-use developments consisting of retail commercial space on the first floor and four residential units above the first floor total (two at each development) at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. In the Conditions of Approval, specific conditions have been set forth by the Community Development Department, Public Works Department, and the Public Safety Department to mitigate the concerns such a development project may create.

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

The proposed use will comply with the regulations and conditions specified in the title for such use and for other permitted uses in C-3 (Neighborhood Commercial) zone. The specific conditions that have been set forth by the Community Development Department will ensure that granting of the Conditional Use Permit will achieve compliance with zoning regulations.

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

The granting of the conditional use permit for a mixed-use development consisting of retail commercial space on the first floor and four residential units total above the first floor (two residential units per development) at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, will be in harmony with the purpose and intent of the zoning code (IBMC 19.82.040.D), the adopted general plan. The site is not within the coastal zone. The following list of specific conditions of approval set forth by the Community Development Department, Public Works Department, and the Public Safety Department will ensure that the granting of the Conditional Use Permit will achieve compliance.

**SITE PLAN REVIEW FINDINGS:**

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

The applicant proposes a mixed-use development consisting of retail commercial space on the first floor and four residential units total above the first floor (two residential units per building) at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, that would not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. Each development proposes parking for the commercial and residential units in two on-site locations. The two mixed-use developments are required to have five commercial parking spaces and three residential parking spaces each; the commercial spaces are accessed off of 13<sup>th</sup> Street, and the residential spaces are accessed off the alley. In the Conditions of Approval, specific conditions have been set forth by the Community Development Department, Public Works Department, and the Public Safety Department to mitigate the concerns such a development project may create.

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

The proposed mixed-use development consisting of retail commercial space on the first floor and four residential units total above the first floor (two residential units per building) at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street is consistent with the C-3 (Neighborhood Commercial) zone, which promotes the local neighborhood demand for commercial goods and services.

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

The subject site is in the "Neighborhood Commercial" zone, which encompasses 13th Street from Ebony Avenue to the north and Fern Avenue to the south. "Neighborhood Commercial" also encompasses Imperial Beach Boulevard. from Florence Street on the west to Georgia Street on the east. Within this area, commercial and residential uses vary in character, bulk, and scale. The proposed project is compatible with the established commercial and residential uses.

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

This site fronts along 13th Street. The adjacent property to the south of 1120, 1122 13<sup>th</sup> Street is a mixed-use development, and the property to the north of 1150, 1152 13<sup>th</sup> Street is a mixed-use development. There are commercial buildings to the east and a residential neighborhood to the west. The project has varied rooflines and architectural detailing and relief through the incorporation of building recesses. The applicant also proposes a variety of landscaping; including queen palms, Boxleaf Hebe, Lemon Bottlebrush, Evergreen shrub, Spreading Sunset and "Tall Fescue" lawn grass, in front of the commercial space. Landscaping will also be located in the residential open space off the alley and along the north and south side of the building. The overall design of the building should contribute positively in making an architectural statement along 13th Street. Many of the existing buildings in the area are older structures. The project shall properly orient the proposed structures to streets, driveways, sunlight, wind and other adjacent structures and uses in a harmonious manner.

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

The project includes two mixed-use developments with retail commercial space on the first floor and a total of four residential units total above the first floor (two residential units per building) at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone. The combination and relationship of the commercial office space in relation to the residential units on the site is properly integrated.

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

Parking access is from both 13th Street and the alley behind 13th Street. The commercial parking and employee parking will be located in the front of the building off of 13th Street. The parking provided for the residential units is also located off the alley and access to these parking spaces is from the alley. The parking design will not create any undue traffic problems.

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

The project is subject to compliance with the zoning requirements per Chapter 19.28 of the City of Imperial Beach Municipal Code, titled "Neighborhood Commercial (C-3) Zone." A Conditional Use Permit is required for residential development above the first floor at a maximum density of one unit per every thousand square feet of lot area pursuant to Section 19.28.020.A.3. The parking for the project will be provided off 13th Street for the retail commercial units and employee parking and off the alley for the residential units. Site Plan approval by the City Council is required per Section 19.28.020.D. Design Review is required per Section 19.83.020.A.3.

**DESIGN REVIEW FINDINGS:**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that Conditional Use Permit (CUP 060398), Design Review Case (DRC 060399), and Site Plan Review (SPR 060400), for two mixed-use developments with retail commercial space on the first floor and four residential units total above the first floor (two residential units per building) at 1120, 1122 13<sup>th</sup> Street and 1150, 1152 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone is hereby **approved** by the City Council of the City of Imperial Beach subject to the following:

## CONDITIONS OF APPROVAL

### PLANNING

1. Storm water, drainage, and grading plans shall be approved by the City prior to issuance of building permits. Drainage should be directed to landscaped areas (bioswales) or to filters before it is discharged into the city's storm sewers or to the beach.
2. All catch basin subdrains shall be deepened to reach the area of percolation as identified in the soils report.
3. Owner must enter into and provide proof of post-construction (BMPs) maintenance agreement for all catch basin filters and subdrains.
4. Owner shall record a mutual access and parking agreement in concert with the master plans for parcels 633-022-20-00 (1120, 1122 13<sup>th</sup> Street), 633-022-19-00 (1126 13<sup>th</sup> Street), 633-022-17-00 (1144 13<sup>th</sup> Street), 633-022-18-00 (1146 13<sup>th</sup> Street), and 633-022-16-00 (1150, 1152 13<sup>th</sup> Street), and subject to approval of the City. Applicant shall incur any improvement/development costs on all parcels associated with appropriate access, parking, and circulation related to, and initiated by, the proposed project. If access cannot be legally obtained by applicant, an alternative plan for access, parking, and circulation may be approved by the Community Development Director.
5. The project height shall not exceed 28' as measured from existing grade. Elevation on site plan shall be revised to show the 28' height (currently shows 28'-9").
6. The final plans for the development of the site shall be in substantial compliance with the conceptual plans dated March 26, 2009. Landscaping and parking shall match Sheet TS; front access path shall follow Sheet C-2 (path must always remain clear for access). A sign plan will be processed separately (signs shown on all plans are not part of the proposal, and shall not be approved). Per the Design Review Board, signs shall be channel lettering set in complimentary colors to the buildings.
7. Drought tolerant landscaping (xeriscape) is required and subject to staff approval.
8. Residential units (particularly those facing east) shall have soundproof windows such as double-pane windows.
9. Approval of this request shall not waive compliance with any portion of the International Building Code and Municipal Code in effect at the time a building permit is issued.
10. All negative balances in the project account (060398) shall be paid prior to building permit issuance and final inspection.
11. Approval of Conditional Use Permit (CUP 060398), Design Review Case (DRC 060399), and Site Plan Review (SPR 060400) for this project is valid for a one-year **vesting** period from the date of approval, to **expire on June 3, 2010**. Conditions of approval must be satisfied, building permits issued, and substantial construction must have commenced prior to this date, or a time extension is granted by the City prior to expiration. This expiration date is separate from the sunset expiration date of 10 years for the life of the conditional use permit.
12. The applicant or applicant's representative shall read, understand, and accept the conditions listed herein and shall, within 30 days, return a signed statement accepting said conditions.

## **PUBLIC SAFETY**

13. Identify battery type, size and number to be utilized within facility. Include electrolyte capacity for lead acid, nickel cadmium or valve-regulated lead acid and/or weight of lithium-ion batteries.
14. Building to be clearly addressed. Address to be plainly legible and visible from the street. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inches and of contrasting color with their background.

## **PUBLIC WORKS**

15. Ensure that the hot water tank P.T. discharge pipe is piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
16. Show the sewer lateral plans for both the existing two-story mixed-use buildings and the proposed new two-story mixed-use buildings on one of the plans provided to the City. The new buildings shall not be constructed over the existing sewer laterals.
17. No building roof or landscape water drains may be piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
18. Install landscape-watering system to landscape strip in the right-of-way per I.B.M.C. 19.50.040.F.
19. Require the building foundation elevation be at least 1 foot above gutter line to minimize flooding during storm conditions.
20. Exposed water valves on 13<sup>th</sup> Street to be secured with CAL-AM approved enclosure.
21. Remove the two (2) existing driveway approaches on 13<sup>th</sup> Street, and replace with new curb, gutter, and ADA compliant sidewalk along entire frontage of property. When cutting the sidewalk, applicant must remove entire panel of sidewalk to the nearest expansion joint. Install new curb and gutter along entire frontage of the property per San Diego County Regional Standard drawing G-2. Install five (5) foot wide, ADA compliant, sidewalk within entire frontage of the property per San Diego County Regional Standard Drawings G-7 and G-9. The curb & gutter shall be poured separately from the sidewalk. Concrete shall be 560-C-2500. New curbs to be painted RED for "No Parking".
22. For alley, sidewalk or curb & gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 in that the "Area to be removed [must be] 5' or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5 feet. Where the distance from "Area to be removed", to existing joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge or score mark.

23. If it is necessary to cut into the alley pavement as part of this project, all concrete cuts in the alley must be replaced with #4 rebar dowels positioned every 1 foot on center. Concrete specification must be 560-C-3250. Concrete cuts must also comply with item 8 above and cuts parallel to the alley drainage must be at least 1-foot from the alley drain line
24. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or Caltrans Traffic Control Manual.
25. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in the street trench. Asphalt shall be AR4000 ½ mix (hot).
26. For any project that proposes work within the public right-of-way (i.e., driveway removal/construction, sidewalk removal/construction, street or alley demolition/reconstruction, landscaping and irrigation, fences, walls within the public right-of-way, etc.), a Temporary Encroachment Permit (TEP) shall be applied for and approved either prior to or concurrent with issuance of the building permit required for the project. Application for a Temporary Encroachment Permit shall be made on forms available at the Community Development Department Counter.
27. All street work construction requires a Class A contractor to perform the work. All pavement transitions shall be free of tripping hazards.
28. Construct trash or refuse enclosure and a recycling enclosure to comply with IBMC 19.74.090. Trash and recycling enclosures it to be enclosed by a six-foot high masonry wall and gate. The minimum size refuse enclosure shall be 6' by 9' and the minimum recycling enclosure shall be 4' by 8'. Gates shall not open directly into the alley and adequate pedestrian access from the east side of the property shall be provided. Note: Alternate trash/recycling enclosure may match proposed plan shown on Sheet TS.
29. Any disposal/transportation of solid waste/construction waste in roll-off containers must be contracted through the City's waste removal and recycling provider unless the hauling capability exists integral to the prime contractor performing the work.
30. Existing parcel impervious surfaces are required to not increase beyond the current impervious services as a post-conversion condition in order to maximize the water runoff infiltration area on the parcel in compliance with Municipal Storm Water Permit – Order 2001-01.
31. All landscape areas, including grass and mulch areas, must be improved to consist of at least 12-inches of loamy soil in order to maximize the water absorption during wet weather conditions and minimize irrigation runoff.
32. Preserve survey monuments on southeast and northeast property lines in or adjacent to the sidewalk. Install survey monuments on southwest and northwest property lines in alley. Record same with county office of records.

33. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
34. Require applicant to provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and/or Conditional Use Permit. Agreement is provided through the Community Development Department.
35. Property owner must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant BMP practices shall include but are not limited to:
  - Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.
  - All recyclable construction waste must be properly recycled and not disposed in the landfill.
  - Water used on site must be prevented from entering the storm drain conveyance system (i.e., streets, gutters, alley, storm drain ditches, storm drain pipes).
  - All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
  - Erosion control - All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system.
36. Drawing must show treatment BMPs to be used to minimize the urban runoff from the largely impervious surface proposed for the two lots. Treatment BMP calculations must be provided with the plan submission for building permits.
37. Applicant must underground all utilities. This project area is in the existing 13<sup>th</sup> Street Utility Underground District.

**APPEAL PROCESS UNDER THE CALIFORNIA CODE OF CIVIL PROCEDURE (CCP):** The time within which judicial review of a City Council decision must be sought is governed by Section 1094.6 of the CCP. A right to appeal a City Council decision is governed by CCP Section 1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

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

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 3<sup>rd</sup> day of June 2009, by the following roll call vote:

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

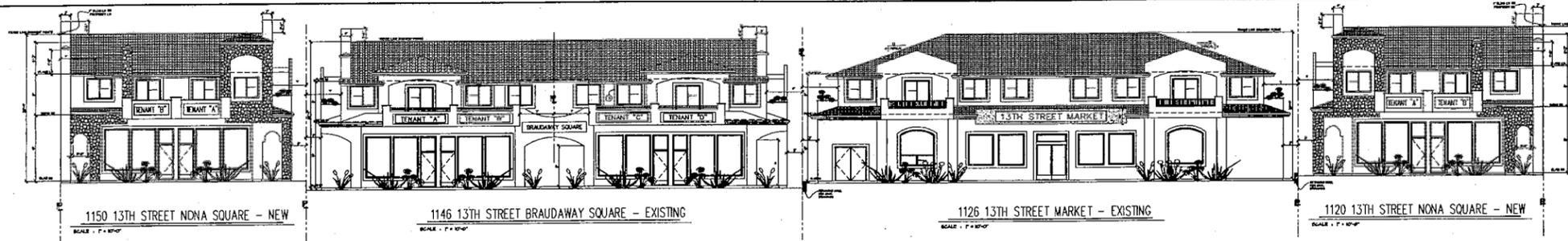
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**JAMES C. JANNEY, MAYOR**

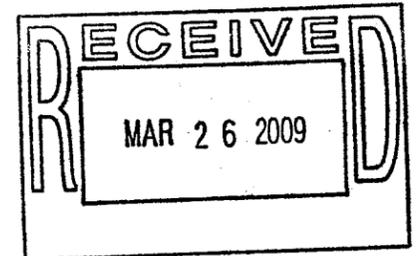
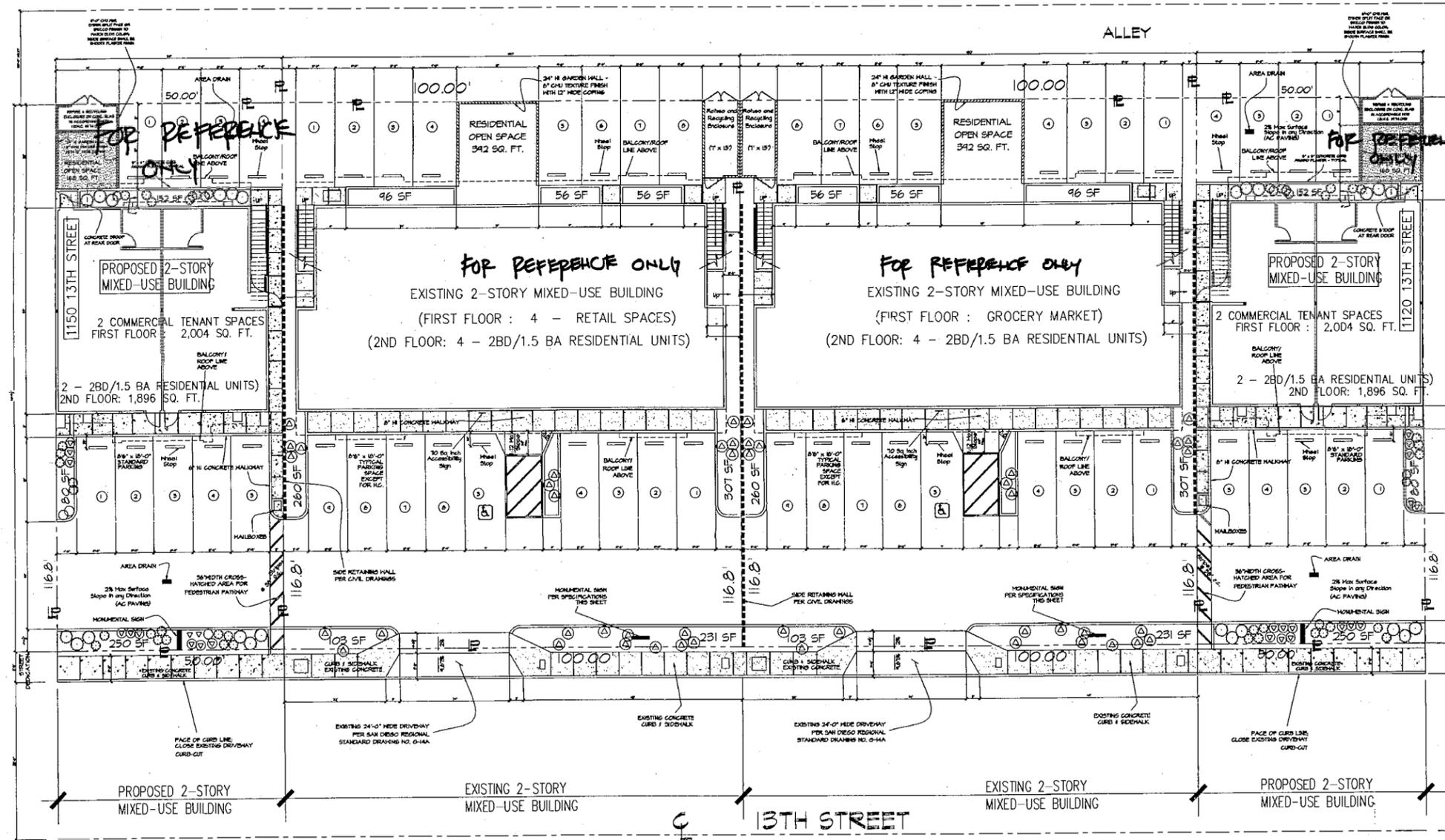
**ATTEST:**

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



CONCEPTUAL LANDSCAPING & IRRIGATION LEGEND		
Symbol	BOTANICAL NAME	COMMON NAME
○	Hebe Euxifolia	Boxleaf Hebe
○	Callalomon Citrinus	Lemon Bottlebrush
○	Coccoloba Lavifolia	Evergreen Shrub
○	Lantana Montecarloensis	Spreading Sunset
○	Tall Flower God Line Grass	
○	Half Circle Stream Shrub Spray	Sprinkler Head



SEE DETAILED PLANS PERTAINING TO EACH NEW PROPOSED PROJECT

NOTE: LOT DIMENSIONS AND PUBLIC RIGHT-OF-WAYS SHOWN HERE ARE FOR SITE PLANNING PURPOSES; DIMENSIONS SHOWN ON CIVIL SHEETS GOVERN.

SITE PLAN

SCALE: 1" = 10'-0"

ACAD FILE NAME: ELEV-STREET.DWG

13TH ST EXISTING & NEW MIXED-USE PROJECTS

EXTERIOR ELEVATIONS and SITE PLANS  
DRAWING SCALE: 1" = 10'-0"

PROJECT ADDRESS: 1120 1186, 1146, 1150, 1176 STREET, MISSION BEACH, CA 91932

ALJABI Architecture Interior Design  
Nick Aljabi Registered Architect License No. C-19739  
Residential - Commercial  
Tel 619 455-7067

AD ALJABI  
A0

PROJECT DATA

LEGAL DESCRIPTION

LOTS 45 & 44 (APN: 633 - 022 - 20, 1120 13TH STREET) INCLUSIVE IN BLOCK 2 OF IMPERIAL BEACH PARK, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIF., ACCORDING TO MAP 1494, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEB 01, 1927.

**OCCUPANCY GROUP** R-3 MULTI-FAMILY DWELLING  
M COMMERCIAL RETAIL

**TYPE OF CONSTRUCTION** V-N

**REQUIRED OCCUPANCY SEPARATION** 1-HOUR

**SPRINKLERS REQUIREMENTS** NO

**HEIGHT LIMIT** 20 FT MEASURED TO EXISTING GRADE LINE DIRECTLY BELOW; SEE SECTION A/A5 (2 STORIES)

**PROJECT ARCHITECT** NICK ALJABI  
REGISTERED ARCHITECT  
CALIFORNIA LICENSE # C-19739

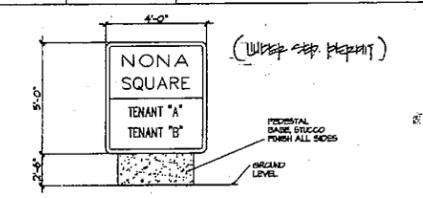
OWNERS

KAMAL NONA  
B (619) 424-8255

MONUMENTAL SIGN SPECIFICATIONS

SIGN SIZE: 4' LONG x 3' HIGH x 12" DEEP  
SIGN AREA: 20 SQ FT PER SIDE (40 SQ FT TOTAL FOR BOTH SIDES)  
HEIGHT ABOVE GROUND LEVEL: 7'6"  
SIGN TYPE: MONUMENTAL / CABINET TYPE  
NUMBER OF FACES: 2  
ILLUMINATION: FLUORESCENT (FROM INSIDE)  
SIGN FRAME: 3" ANGLE IRON WELDED WITH 1/4" WELD ALL AROUND TO STEEL CONNECTION PLATE

FACE	MATERIAL	COLOR
FRONT	FLUORESCENT	LETTERS: RED COLOR, 18" HI HELVETICA BOLD STYLE BACKGROUND: WHITE COLOR
FRAME	ANGLE IRON	GLOSS ENAMEL PAINT, 20' DIST OFF WHITE COLOR: ROMA, SHOE RING 78A-3P
PEDESTAL BASE	PLASTER (STUCCO)	MA: 5050 EXTERIOR STUCCO COLOR: #202, CAFFE LATTE



SHEET INDEX

SHT NO.	SHEET DESCRIPTION
TS	TITLE, INDEX, PROJECT DATA, SITE PLAN, VICINITY MAP
G1	GRADING PLAN TITLE SHEET
G2	GRADING PLAN
G3	EROSION CONTROL PLAN
A1	FIRST FLOOR PLAN
A2	SECOND FLOOR PLAN
A3	EXTERIOR ELEVATIONS, COLOR LEGEND, WALL SHEET
A4	EXTERIOR ELEVATIONS
A5	BUILDING SECTIONS
A6	ROOF PLAN
A7	ROOF FRAMING PLAN
A8	SECOND FLOOR FRAMING PLAN
A9	FOUNDATION PLAN
S1	STRUCTURAL DETAILS
S2	STRUCTURAL DETAILS
D1	ARCHITECTURAL DETAILS
D2	ARCHITECTURAL DETAILS
D3	FOUNDATION, TIE-BACK, ROOF TRUSS DETAILS, ACCESSORY DETAILS
E-10 through E-50	see ELECTRICAL Sheets
M-1 through M-4	see MECHANICAL Sheets
P-1 through P-5	see PLUMBING Sheets
TOTAL NUMBER OF SHEETS = 52 SHEET	

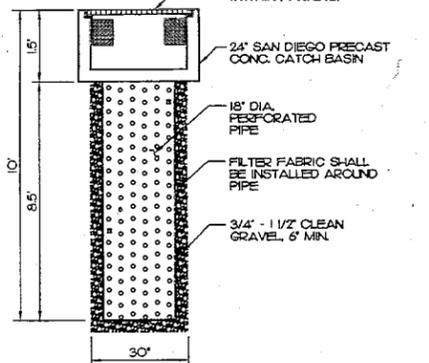
CONCEPTUAL LANDSCAPING & IRRIGATION LEGEND		
SYMBOL	BOTANICAL NAME	COMMON NAME
	Hebe Buxifolia	Boxleaf Hebe
	Callistemon Citrinus	Lemon Bottlebrush
	Coccoloba Laurifolia	Evergreen Shrub
	Lantana Montevideensis	Spreading Sunset
	Half Circle Stream Shrub Spray Sprinkler Head	

LANDSCAPE NOTES

- ALL LANDSCAPE AREAS, INC. GRASS & MULCH AREAS, MUST BE DEMARCADED TO INDICATE AT LEAST 1' OF LOAMY SOIL IN ORDER TO MAX. THE WATER ABSORPTION CAPACITY WITH NEARBY SOIL. 1/4" PLANTATION RAIL OFF.
- NET IRRIGATION WATERING SYSTEM TO LANDSCAPE AT 1/4" IN FRONT OF WALL PER 1993, 1994, 1995.

GENERAL NOTES CONTINUED

- IF EXPOSED WATER VALVES ON 13TH STREET TO BE SECURED W/ CAL - AM APPROVED ENCLOSURE.
- NO ANY PROBE THAT PENETRATES WITHIN THE PUBLIC RIGHT-OF-WAY OR DRIVEWAY PER/CONC. SIDEWALKS CONCT., LANDSCAPING (PLANTATION, FENCES, WALLS, ETC.) & TERRACING ENCROACHMENT PERMIT (STEP) SHALL BE APPLIED FOR AND APPROVED PRIOR TO CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY.
- ALL STREET WORK SHALL BE COMPLETED BY A CONTRACTOR TO PROTECT THE WORK. ALL EXISTING UTILITIES SHALL BE PROTECTED THROUGHOUT.
- EXISTING UTILITY LINES, UTILITIES ARE TO NOT BE INCREASED BEYOND THE EXISTING UTILITY SEPARATORS AS A PART OF CONSTRUCTION. CONTRACTOR TO MAX. THE WATER ABSORPTION CAPACITY ABOVE THE PUBLIC RIGHT-OF-WAY. 1/4" PLANTATION RAIL OFF.
- PROTECT EXISTING UTILITIES AT ALL TIMES & NOTIFY THE PROP. OWNER IN WRITING TO THE STREET. NOTIFY THE PROP. OWNER AT 48 HRS. PRIOR TO ANY WORK. ALL UTILITIES TO BE PROTECTED BY A CONTRACTOR. ALL UTILITIES TO BE PROTECTED BY A CONTRACTOR.
- THIS PROJECT AREA IS IN THE EXISTING 13TH ST. UTILITY UNDERGROUND DISTRICT. APPLICANT TO LANDSCAPE WITHIN ALL UTILITIES.



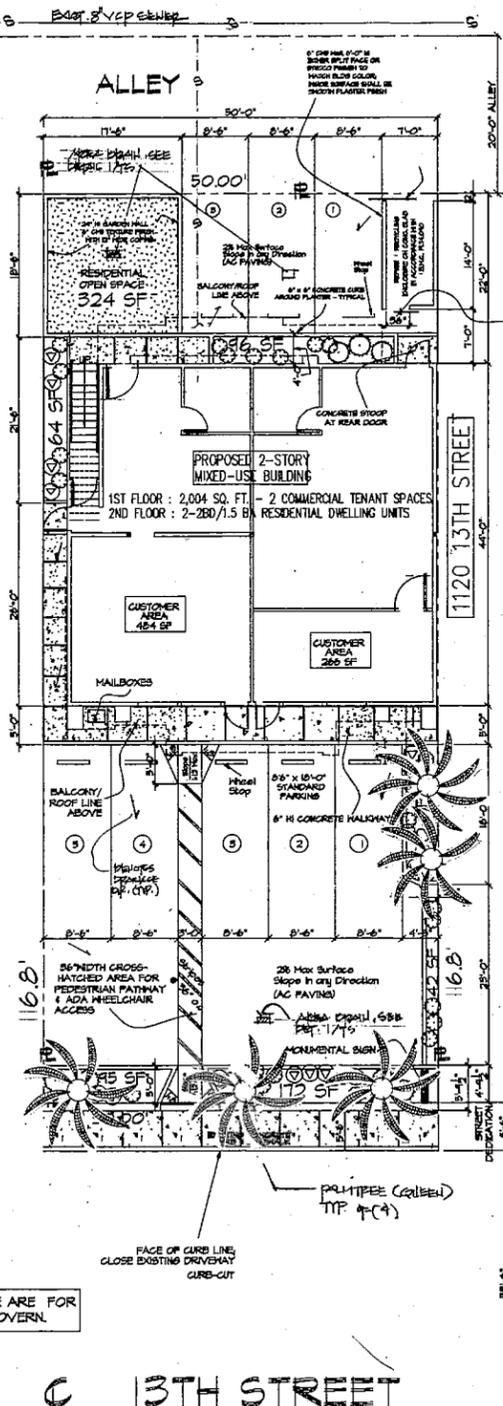
**1. CATCH BASIN SUBDRAIN DETAIL**  
NO SCALE

**FOSSIL FILTER INSERT NOTE**  
FILTER INSERTS SHALL BE SINGLE TRACT CATCH BASIN INSERT MODEL SFT 2424 SFT144S & SFT48S OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

RIGHT-OF-WAYS SHOWN HERE ARE FOR IS SHOWN ON CIVIL SHEETS GOVERN.

SITE PLAN

SCALE: 1" = 10'-0"



NONA SQUARE

1120 13TH STREET (APN: 633 - 022 - 20)  
IMPERIAL BEACH, CA 91932

PROJECT DATA:

ZONING = C-3

GROSS LOT SIZE / AREA = 50 FT x 126.2 FT = 6,290 SQ FT (Including 10 Feet 13th Street Dedication)  
NET LOT SIZE / AREA = 50 FT x 116.2 FT = 5,840 SQ FT

LANDSCAPING AREA CALCULATIONS:

MINIMUM REQUIRED LANDSCAPE AREA = 15% OF TOTAL NET SITE AREA = 15% x 5,840 = 876 SQ FT  
MIN LANDSCAPED AREA OF 876 SF LESS 10% ALLOWED WITH ADMINISTRATIVE DISCRETION (88 SF)  
MIN REQUIRED LANDSCAPED AREA = 876 SF - 88 SF = 788 SQ FT  
PROPOSED LANDSCAPED AREA = (324 + 46 + 64 + 80 + 42 + 112 + 45 + 20 Planter Boxes at 2nd Flr)  
PROPOSED LANDSCAPED AREA = 843 SQ FT (GREEN AREA) > 788 SQ. FT. (REQUIRED)

COMMERCIAL PARKING CALCULATIONS:

COMMERCIAL PARKING REQUIREMENTS = 1 P.S./250 NET SQ FT + 1 P.S. PER 2 EMPLOYEES  
PROPOSED COMMERCIAL PARKING SPACES = 5 STANDARD (2 EMPLOYEES + 3 CUSTOMERS)  
THIS, MAX. NET COMMERCIAL (RETAIL) SPACE AREA = 3 x 250 = 750 SQ FT FOR BOTH TENANTS (484 SF + 266 SF)

RESIDENTIAL DENSITY / OPEN SPACE / PARKING CALCULATIONS:

RESIDENTIAL DENSITY = 1 D.U. PER 2,000 SQ FT OF LOT AREA; THIS, DENSITY = 2 D.U. FOR EACH LOT  
PROPOSED RESIDENTIAL DEVELOPMENT = 2 DWELLING UNITS FOR A TOTAL OF 1,846 SQ FT

TOTAL REQUIRED OPEN SPACE = 300 SF/DU x 2 UNITS = 600 SF LESS 10% ADJUSTMENT = 540 SF

REQUIRED OPEN SPACE AT GRADE LEVEL = 60% OF 540 SF = 324 SF

REQUIRED OPEN SPACE AT GRADE LEVEL LESS 10% ADJUSTMENT = 54% OF 540 SF = 292 SF

PROPOSED OPEN SPACE AT GRADE LEVEL = 324 SF > 292 SF (REQUIRED)

PROPOSED OPEN SPACE ABOVE GRADE LEVEL (BALCONIES) = 200 SQ FT

PROPOSED OPEN SPACE ABOVE GRADE LEVEL (PLANTER BOXES) = 20 SQ FT

PROPOSED TOTAL OPEN SPACE ABOVE GRADE LEVEL (BALCONIES + PLANTER BOXES) = 200 + 20 = 220 SQ FT

PROPOSED TOTAL OPEN SPACE (ABOVE GRADE LEVEL + AT GRADE LEVEL) = 220 SF + 324 SF = 544 SF > 540 SF (REQUIRED)

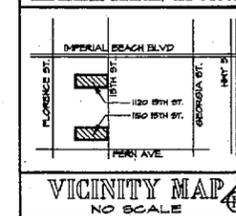
RESIDENTIAL PARKING REQUIREMENTS = 15 P.S./D.U. = 15 x 2 = 3 PARKING SPACES

RESIDENTIAL PARKING SPACES PROVIDED = 3 PARKING SPACES

GENERAL NOTES

- THIS PROJECT SHALL COMPLY WITH THE 2001 EDITION OF THE CALIFORNIA BUILDING CODE (TITLE 24), WHICH ADOPTS THE 1997 UBC, 2000 UBC, 2000 UPC AND THE 2002 NEC.
- STATE HEALTH & SAFETY CODE SEC. 19219 BANS THE USE OF CHLORINATED POLYVINYL CHLORIDE (CPVC) FOR INTERIOR WATER-SUPPLY PIPING.
- ALL ADDRESSES MUST BE CLEARLY VISIBLE WITH 6" HI NUMBERS & WITH 3/4" STROKE ON CONTRASTING BACKGROUND.
- NO PARKING IS ALLOWED IN THE ALLEY.
- PLANS SHALL BE FORWARDED TO MTD&B FOR REVIEW AND COMMENTS PRIOR TO PROJECT APPROVAL DUE TO EXISTENCE OF MTD&B BUS STOP ADJACENT TO THIS PROPOSED DEVELOPMENT.
- DRIVEWAY APPROACH RE-CONSTRUCTION ON 13TH STREET TO COMPLY WITH REGIONAL STANDARD DMS 6-11A. SIDEWALK CUTS MUST COINCIDE WITH EXISTING SIDEWALK 5-FT SECTIONS (WHICH CANNOT BE CUT INTO SMALLER SECTIONS). LIKEWISE, IF THE CURB & GUTTER ARE TO BE CUT, THE RE-CONSTRUCTION MUST NOT LEAVE AN EXISTING CURB & GUTTER SECTION LESS THAN 4 FT IN LENGTH. THE CONSTRUCTION OF AN ADA COMPLIANT DRIVEWAY APPROACH WILL REQUIRE A GRANT OF EASEMENT TO THE CITY FOR THIS CONSTRUCTION (NOT APPLICABLE IF NO NEW DRIVEWAY IS PROPOSED OFF 13TH STREET).
- FOR SIDEWALK OR CURB & GUTTER REPLACEMENT AT ALLEY, ENSURE COMPLIANCE WITH SAN DIEGO REGIONAL STANDARD DMS 6-11 IN THAT THE AREA TO BE REMOVED MUST BE 5 FT OR FROM JOINT TO JOINT IN PANEL, WHICHEVER IS LESS.
- FOR WORK PERFORMED IN THE STREET OR ALLEY, A TRAFFIC CONTROL PLAN PER REGIONAL STD DMS 6 OF CALTRANS TRAFFIC CONTROL MANUAL MUST BE SUBMITTED FOR APPROVAL BY PUBLIC WORKS DIRECTOR A MIN OF 5 WORKING DAYS IN ADVANCE OF STREET WORK.
- STREET WORK CONSTRUCTION SHALL BE PERFORMED BY CLASS A CONTRACTOR. STREET REPAIRS MUST ACHIEVE 95% SUB SOIL COMPACTION. ASPHALT REPAIR MUST BE A MIN OF 4" THICK ASPHALT PLACED IN THE STREET TRENCH. ASPHALT SHALL BE AR4000 1/2" MIX HOT.
- IF IT IS NECESSARY TO CUT INTO ALLEY PAVEMENT, ALL CONCRETE CUTS MUST BE REPLACED WITH #4 REBAR DONNELS @ 12" O.C.. CONCRETE SPECS MUST BE 560-C-3250. CONCRETE CUTS SHALL TERMINATE 18" BEFORE OR BEYOND THE ALLEY FLOW LINE.
- IAN 15.M.C. 12.32120, CONTRACTOR SHALL PLACE & MAINTAIN WARNING LIGHTS & BARRIERS AT EACH END OF THE WORK, & AT NO MORE THAN 50 FT APART ALONG THE SIDE THEREOF FROM SUNSET OF EACH DAY UNTIL SUNRISE OF FOLLOWING DAY, UNTIL THE WORK IS ENTIRELY COMPLETED. BARRIERS SHALL BE PLACED & MAINTAINED NOT LESS THAN THREE FEET HIGH.
- ALL BEST MANAGEMENT PRACTICES (BMP) DURING CONSTRUCTION & POST CONSTRUCTION SHALL BE PER DETAILED BMP PLAN TO BE SUBMITTED PRIOR TO ISSUANCE OF GRADING & BUILDING PERMITS.
- AS OF JANUARY 01, 2000, ANY DISPOSAL/TRANSPORTATION OF SOLID WASTE / CONSTRUCTION WASTE IN ROLL OFF CONTAINERS MUST BE CONTRACTED THROUGH EDCO DISPOSAL CORPORATION, UNLESS THE HAULING CAPABILITY EXISTS INTEGRAL TO THE PRIME CONTRACTOR PERFORMING THE WORK.
- NO BUILDING PARTS OR LANDSCAPE PARTS MAY BE RIPPED TO THE STREET OR TO ANY IMPROVED SURFACES THAT LEAD TO STREET HOUP - 010000 2001-01

IMPERIAL BEACH, CA 91952



VICINITY MAP  
NO SCALE

ACAD FILE NAME: SITEDWG

1120 13TH ST NONA SQUARE

SHEET TITLE: SITE PLAN  
TITLE, INDEX, DATA,  
VICINITY MAP

DRAWING SCALE:  
PROJECT ADDRESS: 1120 13TH STREET  
IMPERIAL BEACH, CA 91932

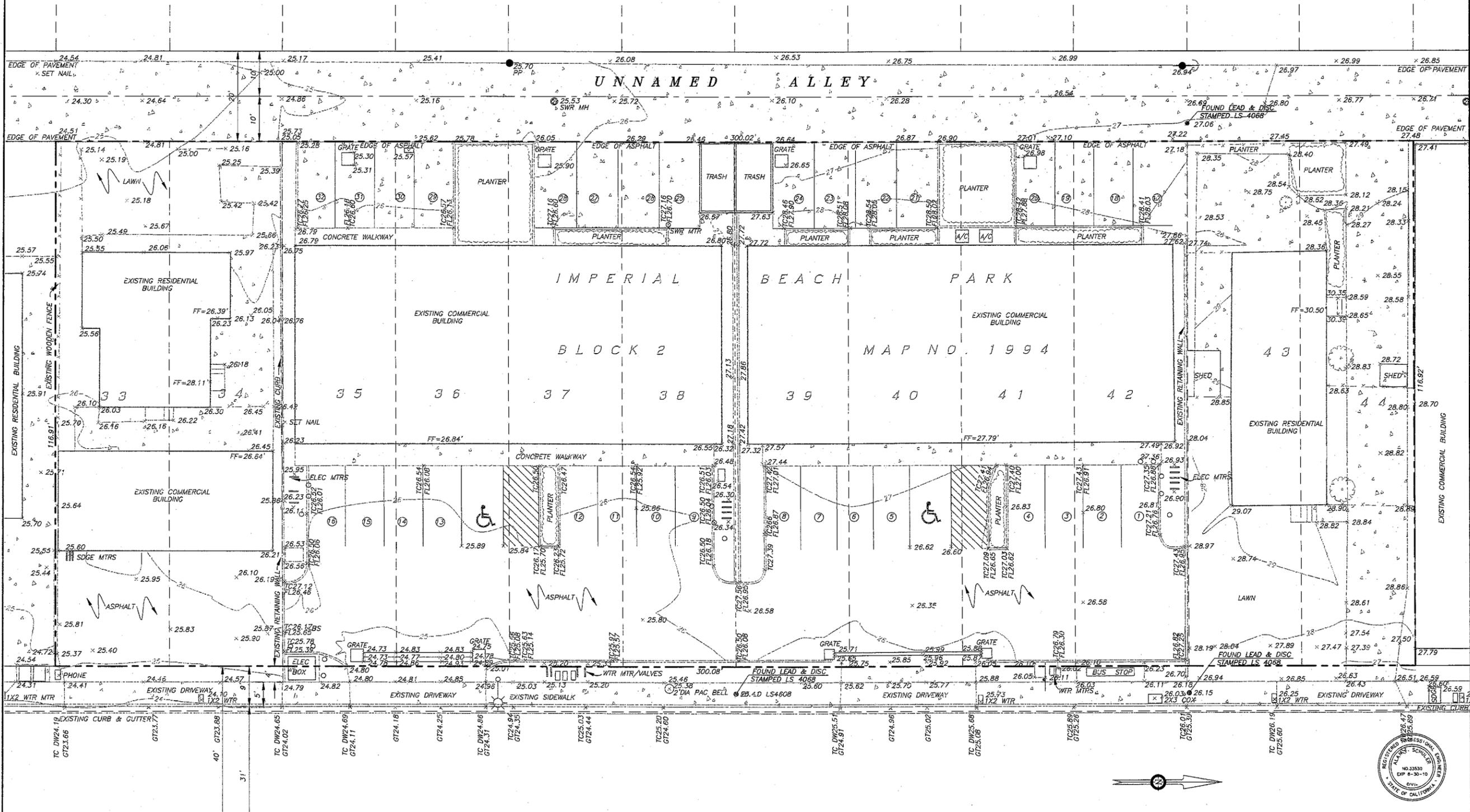
SIGNATURE: *Nick Aljabi*

**AD ALJABI**  
Registered Architect  
Architecture Interior Design  
Residential ... Commercial  
Tel 619 / 955-7087

Nick Aljabi  
Registered Architect  
License No. C-19739  
5127 GROSSMONT BLVD  
LA MESA, CA 91941

TS  
SHEET NUMBER

# TOPOGRAPHICAL SURVEY



**DGB SURVEY & MAPPING INC.**  
 23 1/2 Naples Street, Chula Vista, CA 91911  
 Tele. (619)422-7269 FAX (619)422-8647

NO.	BY	REVISION DESCRIPTION	DATE
1		ORIGINAL PLOT	03/27/08

LEGAL DESCRIPTION:  
 /EXC ST W/ LOTS 43 & 44 BLOCK 2  
 MAP NO. 1349

ASSESSOR'S PARCEL NO.: 633-022-20  
 ADDRESS: 1120-1150 13TH STREET  
 IMPERIAL BEACH, CA 91932

PREPARED FOR:  
**KAMAL NONA**

SHEET 1  
 OF  
 1 SHEET

JOB NO.  
**C-1**  
 07-1265

SCALE: 1"=10'  
 ALAN F. SCHULER DATE



# ADA VERIFICATION

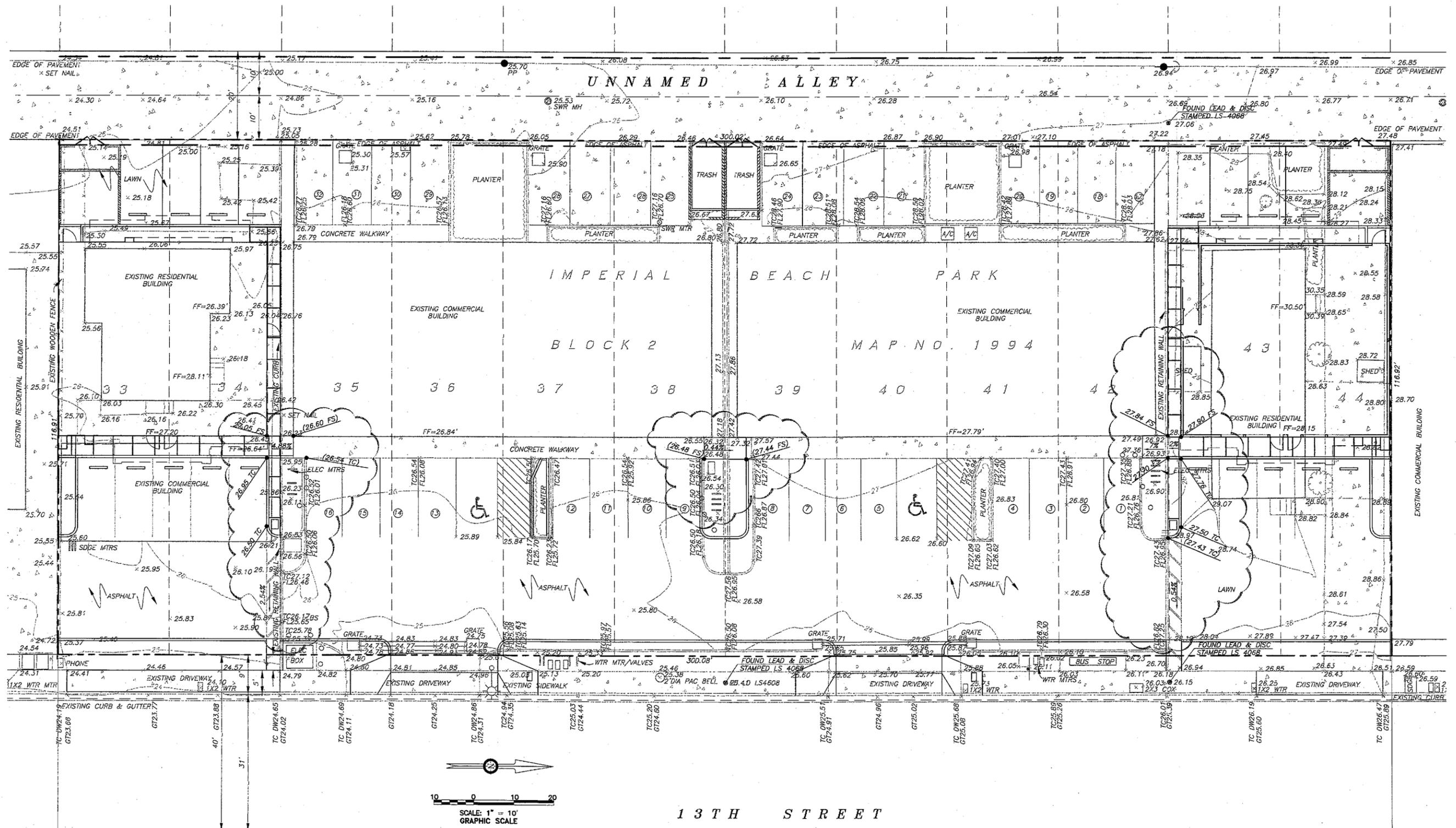
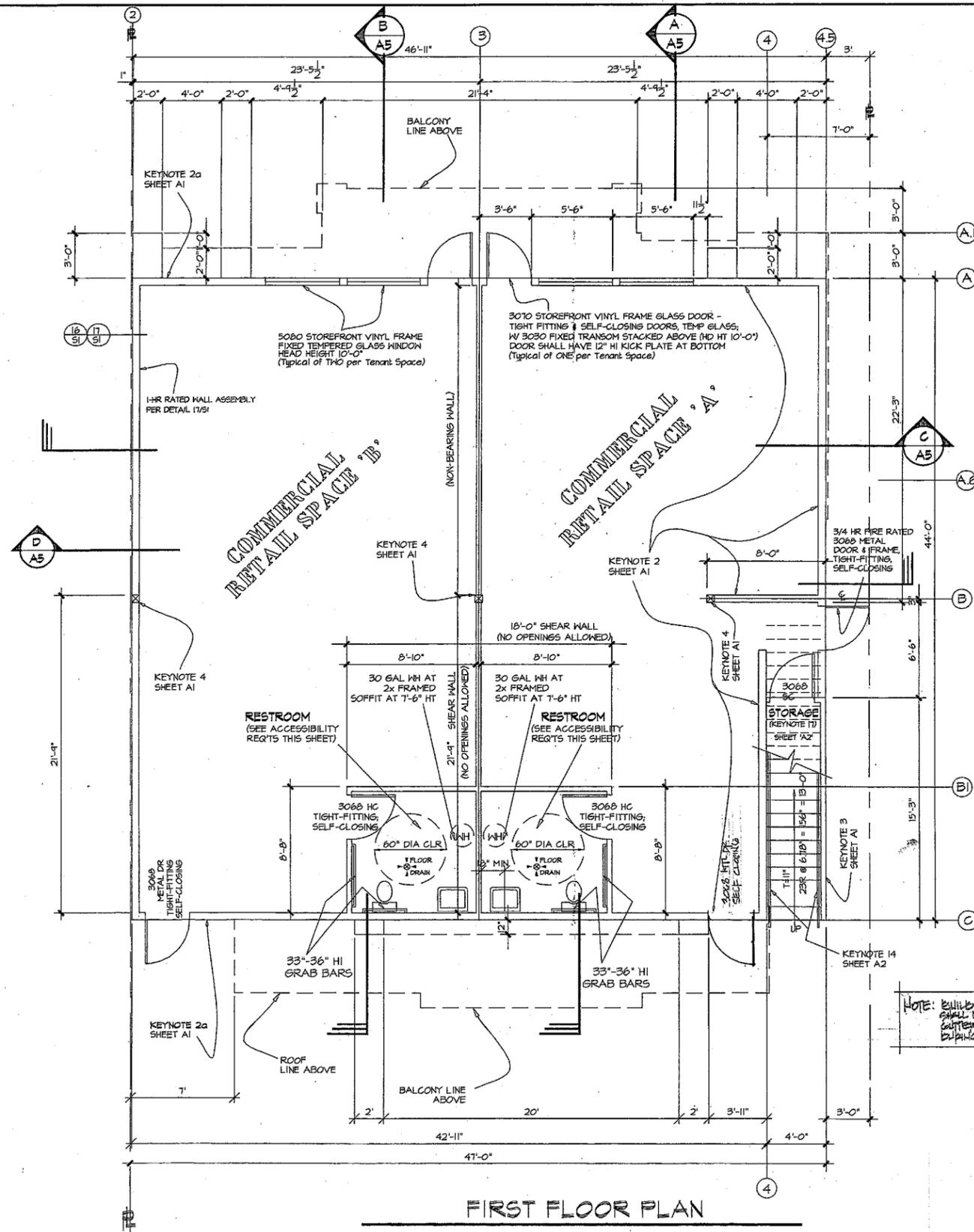


EXHIBIT 'A' C-2



**RESTROOMS ACCESSIBILITY REQUIREMENTS**

**SANITARY FACILITIES**

1. DOORWAYS LEADING TO SANITARY FACILITIES SHALL BE IDENTIFIED, PER SEC 11B5.5 AS FOLLOWS:
  - a) AN EQUILATERAL TRIANGLE 1/4" THICK WITH EDGES 12" LONG AND A VORTEX POINTING UPWARD AT MENS RESTROOMS.
  - b) A CIRCLE 1/4" THICK, 12" IN DIAMETER AT WOMENS RESTROOM.
  - c) A 12" DIAMETER CIRCLE WITH A TRIANGLE SUPERIMPOSED ON THE CIRCLE AND WITHIN THE 12" DIAMETER AT UNISEX RESTROOMS.
  - d) THE REQUIRED SYMBOLS SHALL BE CENTERED ON THE DOOR AT A HEIGHT OF 60".
  - e) BRAILLE SIGNAGE SHALL ALSO BE LOCATED ON THE WALL ADJACENT TO THE LATCH OUTSIDE OF THE DOORWAY LEADING TO THE SANITARY FACILITIES, PER SEC 11B5.7.

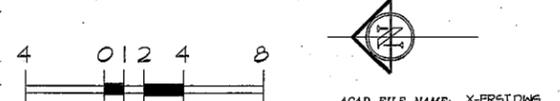
**RESTROOM FIXTURES & ACCESSORIES**

2. THE ACCESSIBLE WATER CLOSETS SHALL MEET THE FOLLOWING REQUIREMENTS, PER SEC 11B5.2.1:
  - a) THE SEAT IS TO BE GREATER THAN OR EQ. TO 17" BUT LESS THAN OR EQ. TO 19" IN HEIGHT.
  - b) THE CONTROLS FOR FLUSH VALVES SHALL BE:
    - i) MOUNTED ON THE SIDE OF THE TOILET AREA.
    - ii) BE GREATER THAN OR EQ. TO 14" ABOVE THE FLOOR.
3. THE ACCESSIBLE LAVATORIES SHALL COMPLY WITH THE FOLLOWING, PER SEC 11B5.2.1.2:
  - a) MIN 30" x 48" CLEAR SPACE IS PROVIDED IN FRONT FOR FORWARD APPROACH. THE CLEAR SPACE MAY INCLUDE KNEE & TOE SPACE BENEATH THE FIXTURE.
  - b) WHEN LAVATORIES ARE ADJACENT TO A SIDE WALL OR PARTITION, THERE SHALL BE A MIN. OF 18" FROM THE CENTERLINE OF THE FIXTURE TO THE WALL.
  - c) THE COUNTERTOP SHALL LESS THAN OR EQ. TO 34" MAX. ABOVE THE FLOOR.
  - d) GREATER THAN OR EQ. TO 24" HIGH, REDUCING TO 21" AT A POINT LOCATED 8" BACK FROM THE FRONT EDGE.
  - e) GREATER THAN OF EQ. TO 9" HIGH x 30" WIDE AND 17" DEEP AT THE BOTTOM.
  - f) HOT WATER PIPES AND DRAIN LINES SHALL BE INSULATED.

**ARCHITECTURAL FLOOR PLANS KEYNOTES**

1. SEE 'ELECTRICAL' SHEETS FOR LOCATION OF 2'x4' SUSPENDED ACUSTIC CEILING SYSTEM LOCATION.
- 2a. ALL EXTERIOR WALLS ALONG GRID LINES (2) & (4) & (4.5) & (5) ALONG THE SECOND FLOOR, AND ALL EXTERIOR WALLS THROUGHOUT THE FIRST FLOOR SHALL HAVE 1-HOUR FIRE RESISTIVE RATINGS AS FOLLOWS:
  - TYPE 'X' GYPSUM BOARD ON INSIDE WITH 7/8" THICK EXTERIOR PLASTER 'STUCCO' ON OUTSIDE.
- 2b. FLOOR/CEILING ASSEMBLY SHALL HAVE 1-HR FIRE RESISTIVE RATINGS PER DETAIL 1/53
- 2c. CONSTRUCT A 1-HR FR. WALL AT PROPERTY LINE ALONG GRID LINE (2) PER DETAILS 16/51 & 17/51
3. EXTERIOR STAIRWAY WALLS ALONG GRID LINES (4) SHALL BE FULL HEIGHT (MIN 7'-0" ABOVE EACH TREAD & LANDINGS NOSING), 2x6 @ 12" o.c. STUDS, & SHALL BE 1-HOUR RATED AS FOLLOWS:
  - 7/8" THICK PLASTER 'STUCCO' ON ALL SIDES INCLUDING COPING. (SEE NORTH / SOUTH ELEVATION SHEET 'A' FOR EXTENT)
4. ALL STRUCTURAL MEMBERS (BEAMS, COLUMNS, BEARING WALLS) SUPPORTING AN 'OCCUPANCY SEPARATION' SUCH AS THE ENTIRE FLOOR/CEILING (AS WELL AS THE WALLS ALONG GRID LINES 2 & 4 & 5) SHALL BE 1-HR FIRE RATED CONSTRUCTED. SEE 'SECOND FLOOR FRAMING PLAN' AND KEYNOTE 26 SHT 'A8' FOR BEAMS & COLUMNS TO BE FIRE RATED & DENOTED WITH (1-HR FR.) PER DETAILS 1/52 & 2/52

NOTE: BUILDING FOUNDATION ELEV. SHALL BE AT LEAST 1 FOOT ABOVE GUTTER LINE TO MIN. FLOODING DURING STORM.



ACAD FILE NAME: X-FRST.DWG

<b>1120 13TH ST NONA SQUARE</b>	
	SHEET TITLE: <b>FIRST FLOOR PLAN</b> DRAWING SCALE: 1/4" = 1'-0"
PROJECT ADDRESS: 13TH STREET IMPERIAL BEACH, CA 91932	
SIGNATURE: <i>Nick Aljabi</i> <b>AD ALJABI</b> Architecture Interior Design Residential ... Commercial Tel: 619 / 955-7087	Nick Aljabi Registered Architect License No. C-19739 9127 CROSSMONT BLVD LA MESA, CA 91941 <b>A1</b> SHEET NUMBER

ALL GLASS DOORS & WINDOWS SHALL HAVE VINYL FRAME, DUAL CLEAR LOW-E GLAZING. GLAZING SHALL BE INSTALLED WITH AN NFRC CERTIFYING LABEL ATTACHED SHOWING U-VALUE.

FOR ELECTRICAL, MECHANICAL, & PLUMBING SEE NEW SHEETS E-1.0 THROUGH E-5.0, M-1 THROUGH M-4, & P-1 THROUGH P-5

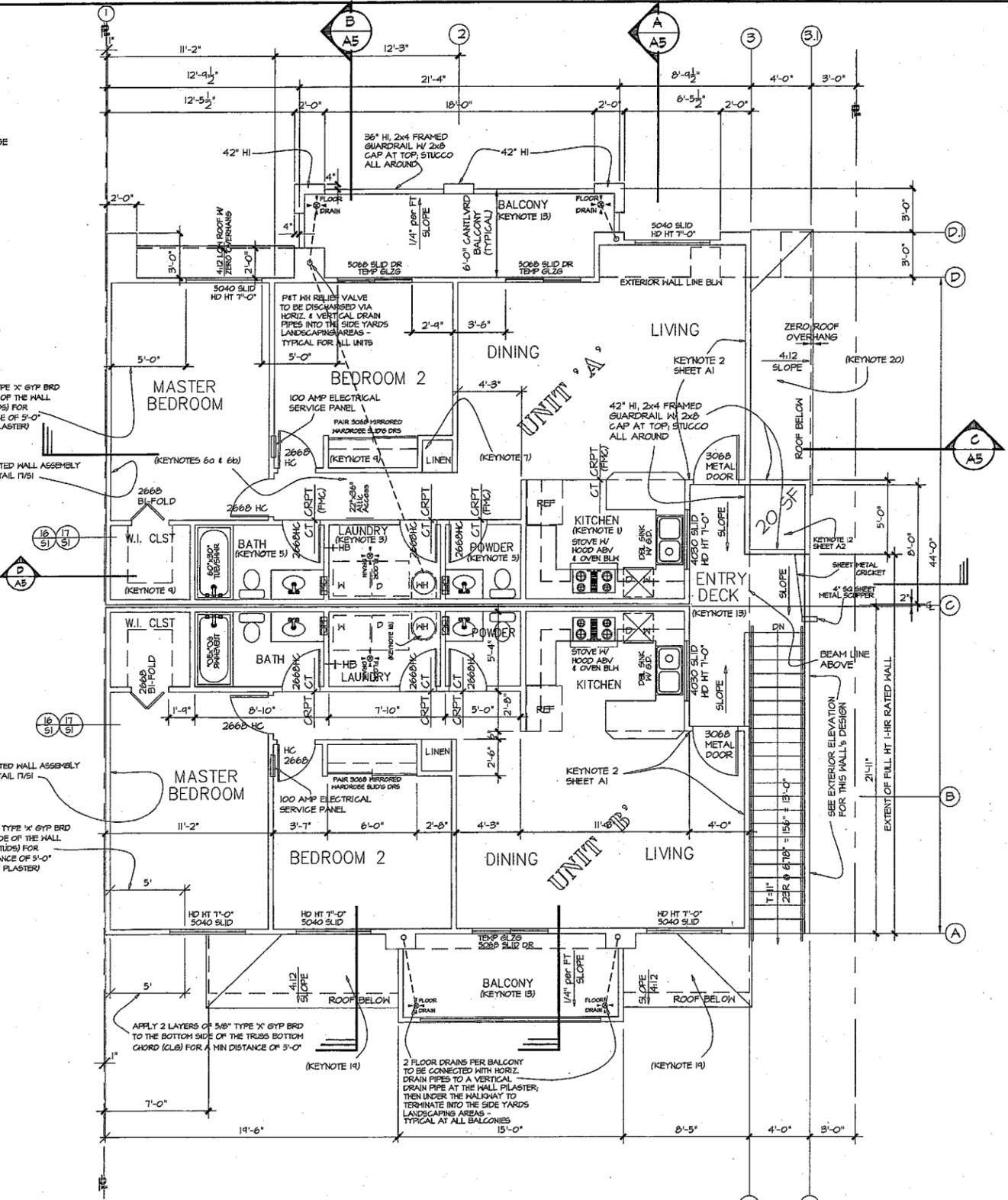
**FIRST FLOOR PLAN**

TENANT SPACE 'A' = 912 SF  
 TENANT SPACE 'B' = 1,032 SF  
 TOTAL RETAIL SPACE = 2,004 SF

ARCHITECTURAL FLOOR PLANS KEYNOTES

- SEE SHEETS D1 & D2 FOR ARCHITECTURAL DETAILS UNO. 1 UNLESS NOTED OTHERWISE  
 CT-CERAMIC TILE CRT-CARPET V-VINYL CONC-CONCRETE FVC-FLOOR MATERIAL CHANGE
- KITCHEN NOTES:**
    - WALL & BASE CABINETS SHALL BE SELECTED BY OWNER / INSTALLED BY CONTRACTOR. FIELD MEASURE PRIOR TO FABRICATION, VERIFY THE DIMENSIONS OF ALL APPLIANCES THAT ARE TO BE BUILT INTO THE CABINETS TO INSURE THEIR FULL OPERATION
    - 36" HI COUNTERTOP (INO) AS SELECTED BY THE OWNER, INSTALLATION BY CONTRACTOR AS RECOMMENDED BY THE MANUFACTURER; SCRIBE COUNTER TOPS AND CABINETS TO WALL TO ACHIEVE PROPER FIT
    - KITCHEN APPLIANCES SHALL BE AS SELECTED BY THE OWNER AND INSTALLED BY CONTRACTOR
  - OCCUPANCY SEPERATION BETWEEN M & R-3:**
    - PROVIDE 5/8" TYPE 'X' GYP BOARD ON THE CEILING OF FIRST FLOOR TO PROVIDE 1-HOUR OCCUPANCY SEPERATION BETWEEN RESIDENTIAL OCCUPANCY AND RETAIL OCCUPANCY. SEE DETAILS I/D3
  - LAUNDRY AREA NOTES:**
    - 36" HI COUNTER TOP, CERAMIC TILE FINISH INCLUDING A 6" SPLASH; CABINETS GRADE AND FINISH TO BE DETERMINED BY OWNER
    - 24"x34" SINGLE-COMPARTMENT LAUNDRY SINK, PORCELAIN ENAMEL ON CAST IRON
    - WASHER - ELECTRIC - TO BE PROVIDED BY OWNER & INSTALLED BY CONTRACTOR
    - DRYER (WITH 4" VENT TO EXTERIOR, MAX HORIZONTAL & VERTICAL LENGTH 14 FT WITH 2 OFFSETS - DRYER TO BE PROVIDED BY OWNER & INSTALLED BY CONTRACTOR. PROVIDE BOTH GAS OUTLET AND 220V ELECTRICAL OUTLET.
    - PROVIDE 4" FLOOR DRAIN LOCATED NEAR WASHER, W/ STAINLESS STEEL GRATE COVER LID
    - PROVIDE 5 AIR CHANGES PER HOUR FOR LAUNDRY VENTILATION
  - ALL BATHROOMS & PLUMBING & VENTILATION NOTES:**
    - TOILET & BATH FIXTURES/TRIMS/TEMPERED GLASS ENCLOSURES/HEADS & ACCESSORIES SHALL BE SELECTED BY OWNER / INSTALLED BY PLUMBING CONTRACTOR. PROVIDE ALL FRAMING BLOCKING NECESSARY FOR INSTALLATION
    - SHOWER HEADS & FAUCETS SHALL BE EQUIPPED W/ FLOW RESTRICTORS AS SPECIFIED IN THE APPLIANCE EFFICIENCY STANDARDS OF THE CEC & BE CERTIFIED BY SAME. SHOWER HEADS TO HAVE MAXIMUM 2.5 GPM FLOW. TUB/SHOWER ENCLOSURE SHALL BE ALUMINUM FRAMED TEMPERED GLAZING PANELS, PATTERN TO BE SELECTED BY OWNER
    - LINEN SHELVES W/ CABINETS DOORS (OPTIONAL), CONFIGURATION, MATERIAL & FINISH SHALL BE DETERMINED BY OWNER AND CONSTRUCTED BY CONTRACTOR
    - 1/4" FLATE GLASS MIRROR, SIZE TO FIT, BOTTOM HEIGHT 40" ABOVE FINISHED FLOOR
    - 6" HI SPLASH BOARD (SAME MATERIAL AS COUNTERTOP), SELECTED BY OWNER
    - MEDICINE CABINETS - 5/8" NAUTILUS ARCHED TEAR DROP MODEL #9528; ROUGH OPENING 14 1/4" x 25"
    - VANITY COUNTERTOP - FINISH MATERIAL & HEIGHT W/ CABINETS BELOW TO BE SELECTED BY OWNER AND CONSTRUCTED/INSTALLED BY CONTRACTOR (AS BASE BID ITEM)
    - PROVIDE MAX. 2.2 GPM FLOW ON FAUCETS
    - PROVIDE RUBBER INSULATION FOR COPPER WATER PIPES AT PLUMBING WALLS; COPPER WATER PIPES SHALL RUN OVERHEAD, NOT IN SLAB, TO AVOID ELECTROLYSIS; ALL WATER & GAS LINES SHALL BE SUPPORTED FROM CONTACT AT JOIST PENETRATIONS TO REDUCE NOISE TRANSMISSION
    - INSTALL BATT INSULATION AT ALL WALLS/FLOORS/CEILINGS ENCLOSED BATHROOMS, WATER ROOM, LAUNDRY AREA, AS AN OPTION IN ADDITION TO TITLE-24 MIN REQUIREMENTS
    - WATER CLOSETS TO BE STATE OF CALIFORNIA, DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT APPROVED LOW WATER CONSUMPTION (LOW FLUSH) TYPE, MAX. 1.6 GALLONS PER FLUSH (COUNTY ORDINANCE #1810); PROVIDE MIN. CLEARANCE OF 15" FROM THE CENTERLINE OF WATER CLOSETS & 24" IN FRONT OF WATER CLOSETS; WATER CLOSETS SHALL MEET PERFORMANCE STANDARDS ESTABLISHED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE STANDARD A112.14.2 H & S CODE, SECTION 1142.13CB
    - ALL WASTE LINES SHALL BE CAST IRON FOR SILENCE AS AN OPTION
    - PERMANENT VACUUM BREAKERS SHALL BE INCLUDED WITH ALL NEM HOSE BIBBS
    - PROVIDE 5 AIR CHANGES PER HOUR FOR BATHROOM/POWDER ROOM VENTILATION
    - THE DISCHARGE POINT FOR EXHAUST AIR SHALL BE AT LEAST 3 FT FROM ANY OPENING WHICH ALLOWS AIR INTO OCCUPIED PORTIONS OF THE BUILDING (SEC 1209.3)
    - GAS VENTS & NON-COMBUSTIBLE PIPES IN WALLS, PASSING THRU 3 FLOORS OR LESS, SHALL BE EFFECTIVELY DRAFT STOPPED AT EACH FLOOR OR CEILING (SEC SEC. 111.3)
    - IN SHOWERS AND TUB/SHOWER COMBINATIONS, CONTROL VALVES MUST BE PRESSURE BALANCED OR THERMOSTATIC MIXING VALVES (MFC SEC 410.1); SHOWER FLOORS SHALL BE WATERPROOFED WITH BUILT UP HOT TAR PROCESS TO PROTECT AGAINST DRY ROT
    - NO CPVC PIPING TO BE INSTALLED FOR POTABLE WATER
    - DRYWALL CONTRACTOR SHALL INSTALL DENSE SHIELD BOARD (NOT GREEN BOARD) UNDERNEATH ALL TILE AT SHOWER/TUB WALLS
    - 22"x36" ATTIC ACCESS SCUTTLE W/ ATTIC LIGHT & SWITCH NEARBY & 30" MIN HEADRM ABOVE THE OPENING; PROVIDE 24" WIDE PATH TO THE FAU, MAX. 15 FT LONG
    - FAU IN ATTIC W/ 1" VENT THRU ROOF; PROVIDE ELECTRICAL & GAS OUTLETS FOR THE FAU; FAU TO BE RAISED SO INSULATION CAN BE FULL THICKNESS UNDERNEATH
    - 5 LINEN SHELVING W/ CABINET DOORS; LAYOUT, CONFIGURATION, & FINISH AS DETERMINED BY OWNER
    - THERMAL MASS AREA AS SUMMARIZED IN TITLE-24 COMPLIANCE REQUIREMENTS SUMMARY SHEET 'D3', AND PER FLOOR MATERIAL (FMC) INDICATION ON FLOOR PLANS
    - ALL CLOSETS & WALK-IN CLOSETS SHALL BE FURNISHED WITH SHELVES, POLES, DRAWERS, AND ORGANIZERS AS DETERMINED BY OWNER, TO BE INSTALLED BY CONTRACTOR

- FRAMING CONTRACTOR SHALL VERIFY R.O. SIZE OF ALL DOORS & WINDOWS
- DRYWALL SPECIFICATIONS:**
  - KNOCK DOWN TEXTURE WALLS AND CEILINGS
  - DEMS-SHIELD TILE BACKER BOARD AT SHOWER/TUB WALLS
  - ALL CORNER BEADS TO BE "BALLNOSE" INCLUDING WINDOW OPENINGS
  - ALL DRYWALL SHALL BE 1/2" THICK FOR BASE BID, 5/8" THICK FOR ALTERNATE BID
  - BASE BID TO INCLUDE HANGING, TAPING, TEXTURING, SCRAPING, AND CLEAN-UP
- PLANTER BOX: 42" HI, HOT MOPPED WATERPROOFING ALL WALLS & FLOOR, SHEET METAL LINING ALL WALLS & FLOOR, FLOOR SHALL SLOPE TOWARDS A FLOOR DRAIN TO DISCHARGE OVERFLOW VIA HORIZ. & VERTICAL DRAIN LINES INTO SIDE YARD LANDSCAPING AREAS
- DEK-O-TEX DECKING AS MANUF. BY "CROSSFIELD PRODUCTS CORP, ICB0 REPORT NO. 1330" & FINISH COATS (TOP COAT, GROUT COAT & TRD COATS COLORSEAL) OVER 2-LAYERS OF 15# FELT SLIPSHEET OVER 3/4" CDX PLYND; PROVIDE 24 GA. SJ. FLASHING AT DOOR/WALL INTERSECTION WITH DECK/BALCONY PER DET 4/D1 & 11/D1 & 20/D2 & 24/D2
- WROUGHT IRON HANDRAIL, 34"-38" HI ABOVE NOSING OF TREADS PER DETAIL 22/D2
- WROUGHT IRON GUARDRAILS, AT 36" HEIGHT ABOVE DECK LEVEL, RAILS @ 4" o.c. MAX, PER DETAILS 23/D2 TO INCLUDE 6" FRAMED CURB ABOVE TREAD SURFACE
- SOUND ATTENUATION AT PARTY WALLS BETWEEN RESIDENTIAL UNITS, AND AT FLOOR/CEILING SYSTEM RESIDENTIAL & RETAIL USE SHALL BE PER APPROVED COUNTY OF SAN DIEGO, DEPARTMENT OF PLANNING & LAND USE DETAILS SHOWN ON SHEET 'D3'
- INSTALL 1/8" RATED 5/8" TYPE 'X' GYP. BRD (PAINTED) ON ENCLOSED USABLE SPACE UNDER STAIRS
- 40 GAL. A.O. SMTH #FFSH-236-40 OR EQ. FOR EA. UNIT, ENERGY FACTOR OF 0.60 MIN. GAS-FIRED HOT W/L ON 18" FRAMED PLATFORM, W/ CLASS 'B' VENT THRU ROOF & MIN OF 2 SEISMIC STRAPS OF 3/4" x 24 GA. W/ 1/4" x 3" LAG BOLTS ATTACHED DIRECTLY TO THE FRAMING; PROVIDE P/T RELIEF VALVE OVERFLOW LINE DISCHARGE TO EXTERIOR. SEE SHEET 'D3' FOR TITLE-24 MINIMUM REQUIREMENTS, SIZE & MODEL NUMBER
- ROOF OVERHANG PROJECTIONS WITHIN 10'-0" FROM PROPERTY LINE SHALL BE 1-HR FR. AS FOLLOWS:
  - CONCRETE TILE ROOFING AT TOP
  - 1/8" EXTERIOR CEVENT PLASTER (STUCCO) ON METAL LATH OVER WEATHER RESISTIVE BARRIER
- FOR THE EXT. WALLS ALONG GRID LINES (B) BTWN LINES (D) & (C), DUE TO PROXIMITY TO PL, IN LIEU OF A PARAPET, THE ROOF-CLG FRAMING SHALL BE 1-HR FR. CONSTRUCTION AS FOLLOWS:
  - CONCRETE TILE ROOFING AT TOP
  - 2 LAYERS OF GYP BRD TYPE 'X' ON THE BTM OF CLG JSTS INCLUDING BEAMS SUPPORTING THESE CLG JSTS



**SECOND FLOOR PLAN**

LIVING AREA - UNIT 'A' = 960 SF (PLUS 110 SF BALCONY)  
 LIVING AREA - UNIT 'B' = 936 SF (PLUS 90 SF BALCONY)  
 TOTAL NUMBER OF UNIT per BLDG = TWO  
 TOTAL RESIDENTIAL LIVING AREA per BLDG = 1,896 SF

ALL GLASS DOORS & WINDOWS SHALL HAVE VINYL FRAME, DUAL CLEAR LOE GLAZING. GLAZING SHALL BE INSTALLED WITH AN NFRC CERTIFYING LABEL ATTACHED SHOWING U-VALUE. SEE SHEET 'D3' FOR TITLE-24 COMPLIANCE REQ'S SUMMARY

FOR ELECTRICAL, MECHANICAL, & PLUMBING SEE NEW SHEETS E-1.0 THROUGH E-5.0, M-1 THROUGH M-4, & P-1 THROUGH P-5

4 0 12 4 8

ACAD FILE NAME: X-FRST.DWG

1120 13TH ST NONA SQUARE

SHEET TITLE: SECOND FLOOR PLAN

DRAWING SCALE: 1/4" = 1'-0"

PROJECT ADDRESS: 13TH STREET IMPERIAL BEACH, CA 91932

SIGNATURE: *[Signature]*

AD ALJABI Nick Aljabi Registered Architect License No. C-19739 9127 CROSSMONT BLVD LA MESA, CA 91941 Tel 619 / 955-7087

A2 SHEET NUMBER



EAST ELEVATION

1120 13TH STREET

SCALE : 1/4" = 1'-0"

1150 13TH STREET -- NONA SQUARE

EXTERIOR MATERIAL / COLOR LEGEND

MATERIAL / LOCATION	COLOR
① EXTERIOR STUCCO (PLASTER) - WALLS	(A)
② EXTERIOR STUCCO (PLASTER) - CANOPY/POP-OUTS/TRIMS	(B)
③ CONCRETE ROOF TILE	(C)
④ STORE FRONT VINYL FRAME - DOORS & WINDOWS	(D)
⑤ WROUGHT IRON RAILINGS	(E)
⑥ 1x4 over 2x8 ROUGH SAWN FASCIA - PAINTED	(E)

(A)  
s/e 'EXPO' EXTERIOR STUCCO  
COLOR #283  
BONE (Base 1)

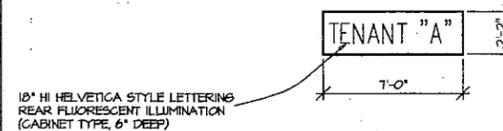
(B)  
s/e 'EXPO' EXTERIOR STUCCO  
COLOR #50  
PEACH CREAM (Base 1)

(C)  
s/e 'EAGLE ROOF TILE'  
COLOR #2595  
SAN RAMON

(D)  
s/e 'PACIFIC WINDOW' CORP  
VINYL FRAME  
WHITE

(E)  
s/e 'FRAZEE' EXTERIOR PAINT  
COLOR # 337  
MEDIUM BROWN

WALL SIGN SPECIFICATIONS



EACH TENANT NAME SIGN SIZE : 7'-0" LONG x 2'-2" HIGH x 6" DEEP = 15 SQ FT  
TOTAL FRONTAL SIGN AREA : 2 x (15 SQ FT) = 30 SQ FT  
(FRONT ELEVATION-BUILDING LENGTH = 47'-0")

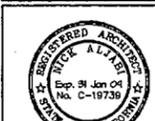
ITEM	MATERIAL	COLOR
LETTERS	PLEXIGLASS FACE	RED LETTERS WHITE BACKGROUND
CABINET	SHEET METAL	GLOSS ENAMEL PAINT s/e 'BEHR' OFF WHITE COLOR #04-6 SMOKE RING TBA-2P

EAST ELEVATION KEYNOTES:

1. PLACE ELECTRICAL OUTLETS ABOVE EAST FACING WINDOWS AND IN ANY LOCATION WHERE ELECTRICAL SIGNS AND DISPLAYS ARE ANTICIPATED. ABSOLUTELY NO EXTENSION CHORDS ARE PERMITTED AS A REPLACEMENT FOR PERMANENT WIRING.
2. INSTALL KNOX BOX NEAR THE FRONT ENTRANCE TO COMMERCIAL UNIT AND LOCATED MINIMUM OF 7 FEET ABOVE GROUND.

ACAD FILE NAME: ELEV-SEC.DWG

1120 13TH ST NONA SQUARE



SHEET TITLE:  
EXTERIOR ELEVATIONS

DRAWING SCALE:  
PROJECT ADDRESS: 13TH STREET  
IMPERIAL BEACH, CA 91932

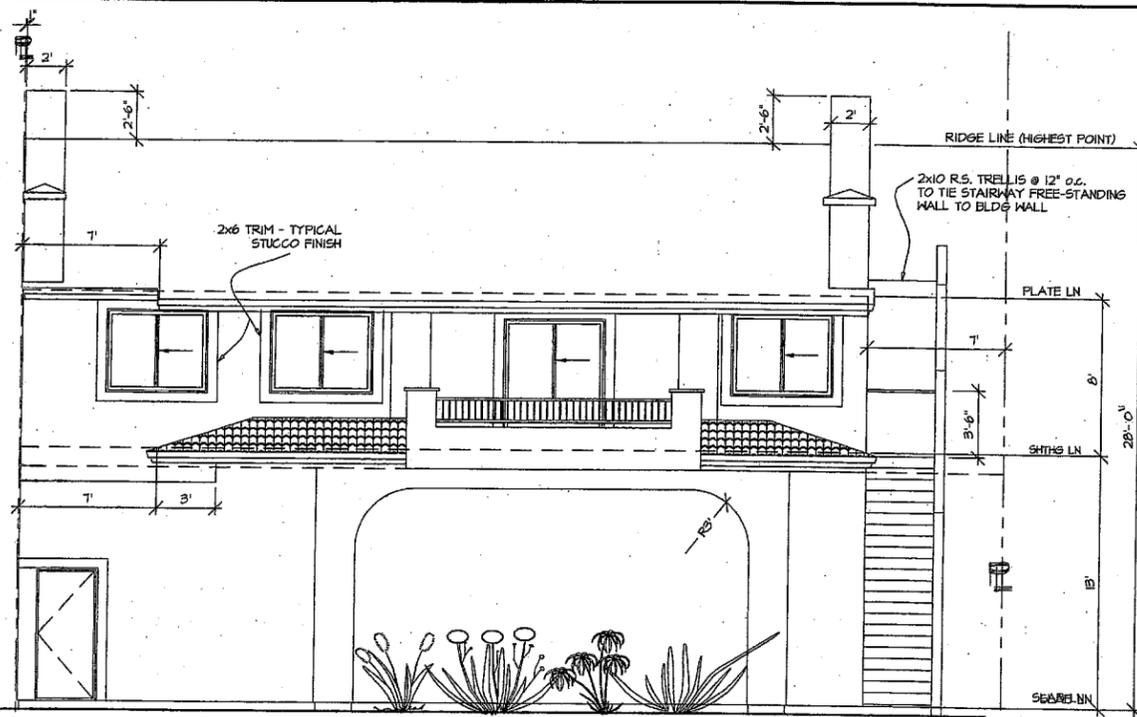
SIGNATURE: *Nick Aljabi*

**AD ALJABI**  
Architecture Interior Design  
Residential ... Commercial  
Tel: 619 / 955-7087

Nick Aljabi  
Registered Architect  
License No. C-19739  
9127 GROSSMONT BLVD  
LA MESA, CA 91941

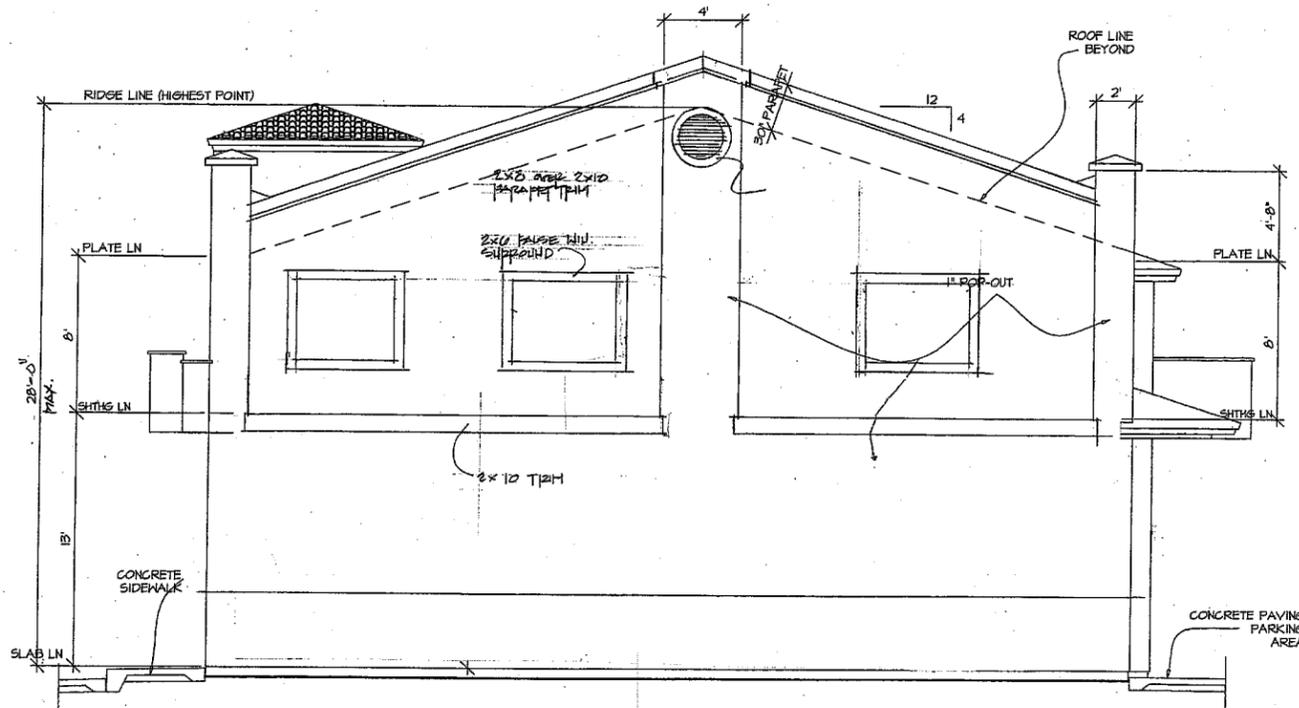
A3

SHEET NUMBER



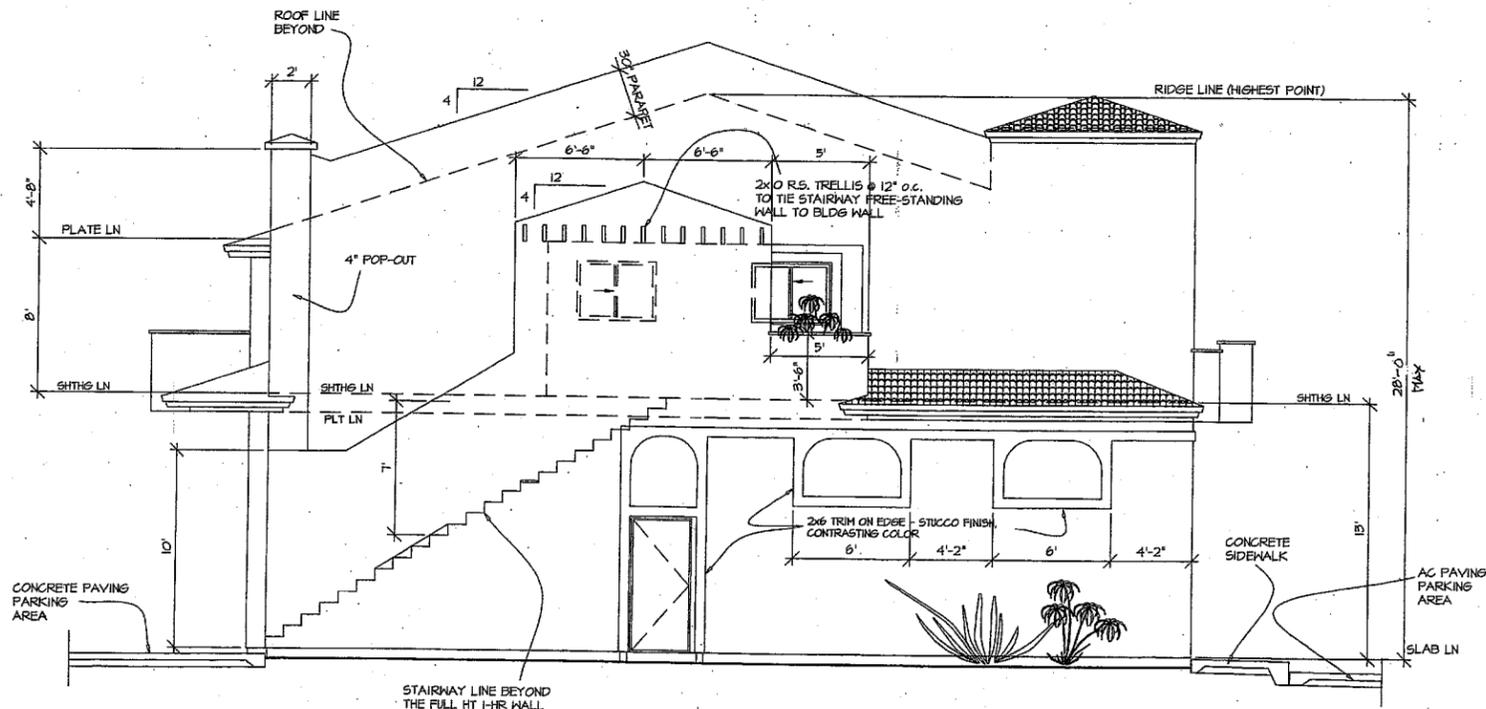
WEST ELEVATION - 1120 13TH STREET

SCALE : 1/4" = 1'-0"



NORTH ELEVATION - 1120 13TH STREET

SCALE : 1/4" = 1'-0"

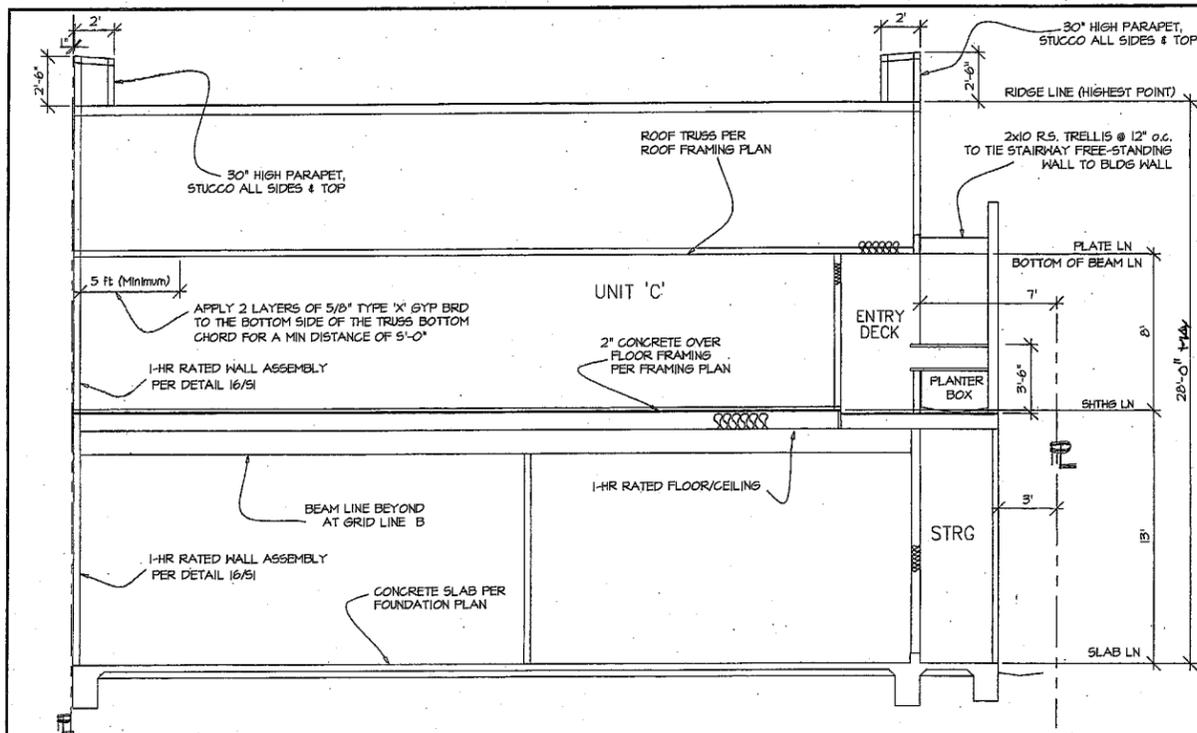


SOUTH ELEVATION - 1120 13TH STREET

SCALE : 1/4" = 1'-0"

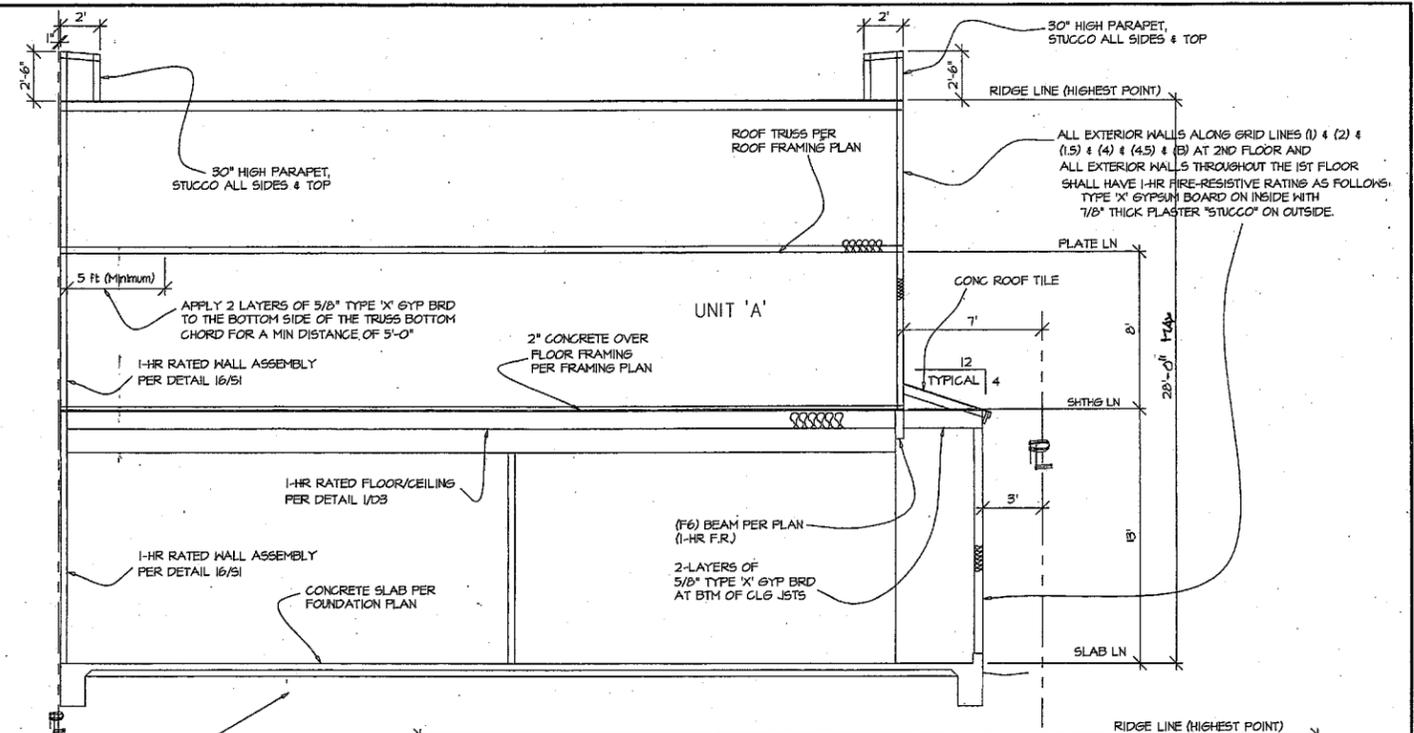
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1120 13TH ST NONA SQUARE	
	SHEET TITLE: <b>EXTERIOR ELEVATIONS</b>
DRAWING SCALE:	
PROJECT ADDRESS: 13TH STREET IMPERIAL BEACH, CA 91932	
SIGNATURE: <i>Nick Aljabi</i>	Nick Aljabi Registered Architect License No. C-19739 9127 CROSSMONT BLVD LA MESA, CA 91941 Tel 619 / 955-7087
	<b>A4</b> SHEET NUMBER



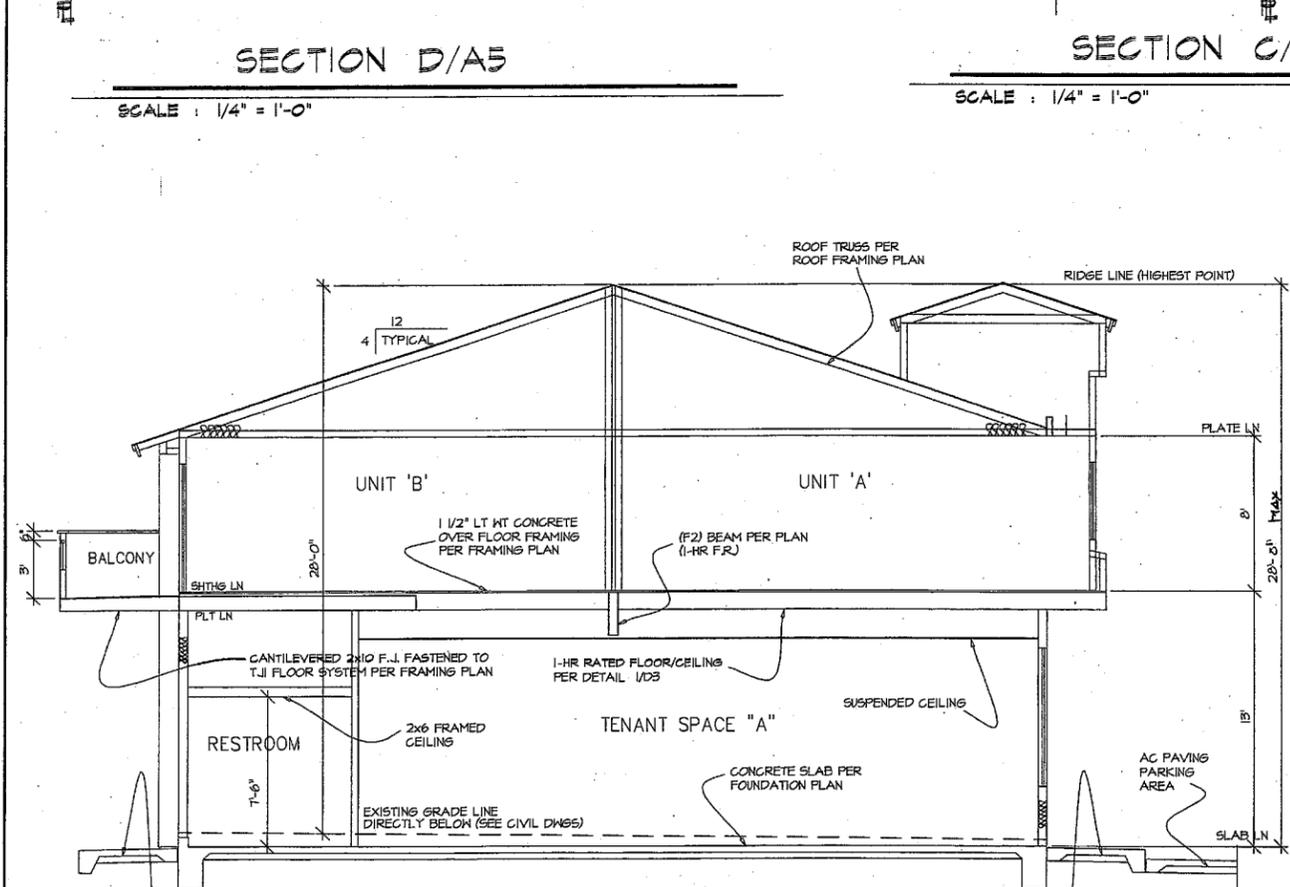
SECTION D/A5

SCALE : 1/4" = 1'-0"



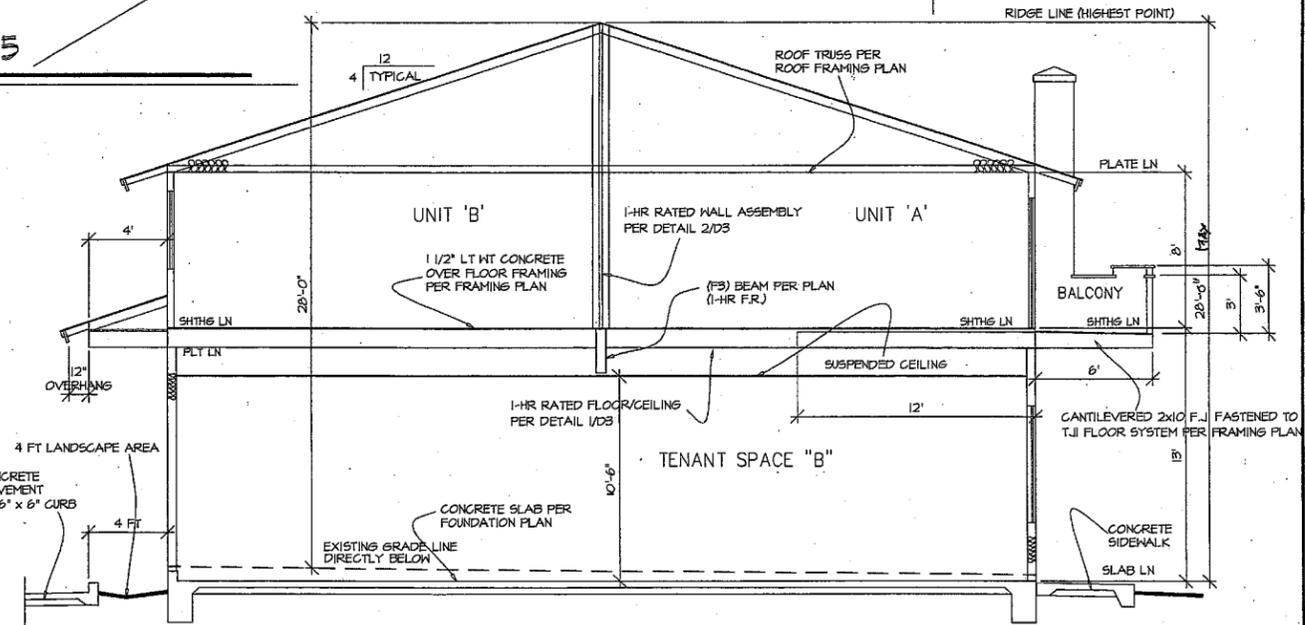
SECTION C/A5

SCALE : 1/4" = 1'-0"



SECTION A/A5

SCALE : 1/4" = 1'-0"



SECTION B/A5

SCALE : 1/4" = 1'-0"

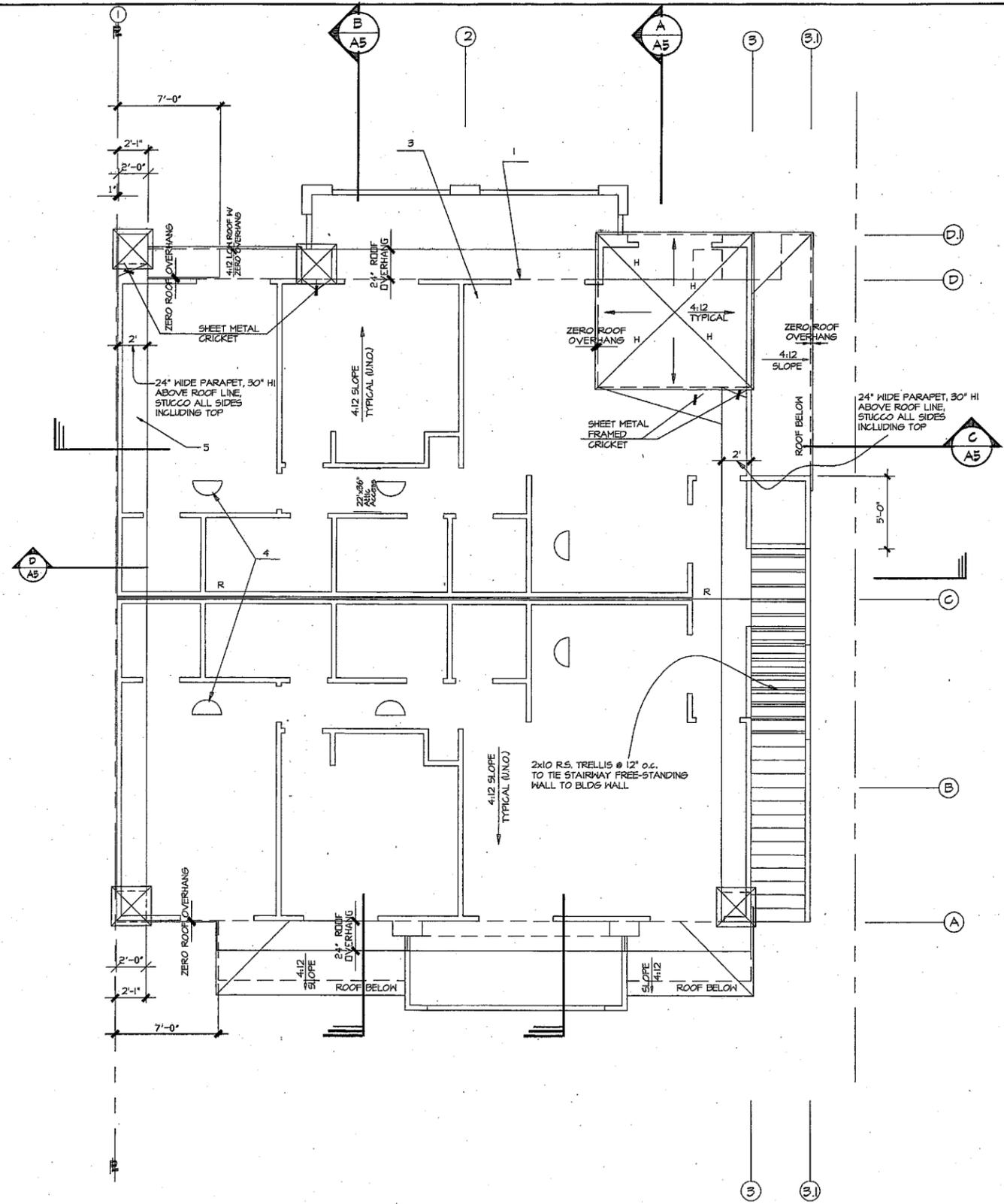
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**1120 13TH ST NONA SQUARE**

	<p>SHEET TITLE: <b>BUILDING SECTIONS</b></p> <p>DRAWING SCALE: PROJECT ADDRESS: 13TH STREET IMPERIAL BEACH, CA 91932</p>
<p>SIGNATURE: <i>Nick Aljabi</i></p>	<p><b>AD ALJABI</b> Nick Aljabi                  Registered Architect                  License No. C-19739                  Architecture Interior Design                  Residential ... Commercial                  9127 GROSSMONT BLVD                  LA MESA, CA 91941                  Tel 619 / 955-7087</p>

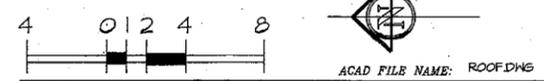
**A5**  
SHEET NUMBER

ROOF ATTIC SPACE VENTILATION	
	ENTIRE ROOF
1. AREA TO BE VENTILATED :	1,425 SQ FT
2. REQUIRED VENTILATION : at 1:500 (50% of the required ventilation, minimum, is to be provided at least 36" above eave vents)	6.42 SQ FT
3. NET FREE VENTILATION PROVIDED BY :	
a. EAVE VENTS 4"x8"x1" CONT. LOWERED VENT (0.50 NET SQ. FT. EACH)	NONE
b. DORMER VENTS (8"x22" PROFILE)	6 at .75 sq.ft. 4.50 SQ FT
c. EAVE VENTS (B) 2-1/4" diameter holes per eave block (.08 sq. ft. each)	30 at .08 sq.ft. 2.40 SQ FT
d. GABLE END VENTS	NONE
4. TOTAL NET FREE VENTILATION PROVIDED :	6.90 SQ FT



**ROOF PLAN KEYNOTES**

- R = Ridge Per DET 1/D2  
H = Hip Per DET 1/D2  
V = Valley Per DET 2/D2
- BUILDING LINE / EXTERIOR WALL LINE
  - ROOF EDGE LINE - RAKE PER DET 16/D2, EAVE PER DET 15/D2  
2x4 TRIM OVER 2x8 R.S. FASCIA - PAINTED
  - CONCRETE ROOFING TILE BY "MONIER ROOF TILE, INC, ORANGE, CA" ICBO EVALUATION REPORT # 2043, STYLE AS SELECTED BY THE OWNER.  
UNDERLAYMENT SHALL BE ASPHALT-SATURATED ORGANIC FELT, LAPPED NOT LESS THAN 4" AT HORIZ. JOINTS AND NOT LESS THAN 6" AT VERT. JOINTS, NO. 30 UNDER CONCRETE TILE AND NO. 40 UNDER CLAY TILES  
INSTALL WITH CORROSION-RESISTANT FASTENERS IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS.  
INSTALL WOODEN BATTENS WHERE REQUIRED BY THE REFERENCED EVALUATION REPORT
  - SHEET METAL ROOF DORMER VENTS, 8"x22" LOW PROFILE AS MANUFACTURED BY "SPRING VALLEY SHEET METAL" - PRIME AND PAINT TO MATCH ROOFING TILE.  
TYPICAL OF 12 @ .75 SQ FT EACH;  
SEE ROOF SPACE VENTILATION TABLE THIS SHEET
  - PARAPET/HALL - STUCCO FINISH OVER METAL LATH OVER WEATHER RESISTIVE BARRIER (30# FELT) ALL SIDES; HORIZONTAL SURFACES SHALL SLOPE AT MIN 1/2" PER FT AWAY FROM VERTICAL SURFACES; INSTALL SHEET METAL COPING WITH DRIP EDGE AT TOP HORIZ. SURFACE
  - SEE DETAIL 5/D2 FOR VENT PIPE ROOF PENETRATION
  - SEE DETAILS 10, 11, 12, 13/D2 FOR ROOF AT WALL CONNECTION
  - PROVIDE 24 GAUGE GALV. IRON GUTTERS & DOWNSPOUTS. FASTEN GUTTERS TO FRAMING W/ 1/8"x1" S.I. STRAPS @ 36" o.c. - COORDINATE W/ OWNER & ARCHITECT FOR COLOR & LOCATION - GUTTERS/DOWNSPOUTS SHALL DISCHARGE INTO VERTICAL DRAIN PIPE AT WALL FILASTERS AT EITHER SIDE OF EACH BALCONY, THEN TO DISCHARGE UNDER SIDEWALKS TO LANDSCAPING AREAS



1120 13TH ST NONA SQUARE

SHEET TITLE :  
**ROOF PLAN**

DRAWING SCALE: 1/4" = 1'-0"

PROJECT ADDRESS : 13TH STREET  
IMPERIAL BEACH, CA 91932

SIGNATURE: *Nick Aljabi*

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Tel 619 / 955-7087 14 NESA, CA 91944

**A6**  
SUBJECT NUMBER

EXTERIOR MATERIAL / COLOR LEGEND

MATERIAL / LOCATION	COLOR
① EXTERIOR STUCCO (PLASTER) - WALLS	Ⓐ
② EXTERIOR STUCCO (PLASTER) - CANOPY/POP-OUTS/TRIMS	Ⓑ
③ CONCRETE ROOF TILE	Ⓒ
④ STORE FRONT VINYL FRAME - DOORS & WINDOWS	Ⓓ
⑤ WROUGHT IRON RAILING	Ⓔ
⑥ 1x4 over 2x8 ROUGH SAWN FASCIA - PAINTED	Ⓕ



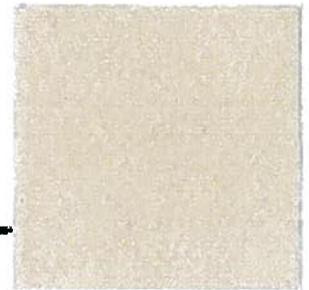
283 Bone (Base 1)

Ⓐ

s/e 'EXPO' EXTERIOR STUCCO  
COLOR #283  
BONE (Base 1)

Ⓑ

s/e 'EXPO' EXTERIOR STUCCO  
COLOR #50  
PEACH CREAM (Base 1)



50 Peach Cream (Base 1)

Ⓒ



s/e 'EAGLE ROOF TILE'  
COLOR #2535  
SAN RAMON

Ⓓ

s/e 'PACIFIC WINDOW' CORP  
VINYL FRAME  
WHITE

Ⓔ

s/e 'FRAZEE' EXTERIOR PAINT  
COLOR # 357  
MEDIUM BROWN



Return to Agenda

AGENDA ITEM NO. 6.1

**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**FROM:** GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR  
JIM NAKAGAWA, AICP, CITY PLANNER  
ALIA KANANI, ASSISTANT PLANNER

**MEETING DATE:** MARCH 2, 2005  
**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT

**SUBJECT:** PUBLIC HEARING: FERAS "RUSTY" BARGHOUT  
(APPLICANT/PROPERTY OWNER)/NICK ALJABI  
(ARCHITECT); CONDITIONAL USE PERMIT (CUP 03-03),  
DESIGN REVIEW (DRC 03-10), SITE PLAN REVIEW (SPR 03-09)  
FOR A MIXED DEVELOPMENT WITH THREE RETAIL  
COMMERCIAL SPACES AND FOUR RESIDENTIAL UNITS  
LOCATED AT 1146 13TH STREET, IN THE C-3  
(NEIGHBORHOOD COMMERCIAL) ZONE. MF 641.

**PROJECT DESCRIPTION/BACKGROUND:**

This project was originally scheduled for the January 19, 2005 meeting; however, the architect contacted city staff due to the legality of the plans being used by the current owner of the property. These issues have since been resolved. The architect and applicant are proceeding with the



project. On August 26, 2003, an application (MF 641) was submitted for a Conditional Use Permit (CUP 03-03), Design Review (DRC 03-10) and Site Plan Review (SPR 03-09) for a mixed-use development consisting of 3,962 square feet of retail commercial space on the first floor and four residential units totaling 3,632 square feet above the first floor on a developed 11,680 square foot parcel (APN 633-022-17-00 and 633-022-18-00) at 1146 13th Street in the C-3 (Neighborhood Commercial) Zone. In the C-3 (Neighborhood Commercial) Zone, a mixed-use development project is subject to approval of a Conditional Use Permit (I.B.M.C 19.28.020).

Since the project proposes commercial development and is located in one of the eight design corridors in the City, 13th Street, it is subject to design review by the Design Review Board (IBMC 19.83.020). On October 8, 2003 the Design Review Board reviewed and recommended approval of this project with several conditions.

### **PROJECT EVALUATION/DISCUSSION:**

The project site is an 11,680 square foot lot in the shape of rectangle that fronts on the west side of 13th Street between Imperial Beach Boulevard and Fern Avenue. The property consists of a parking lot and a bar, Joe's Lariat, which is now vacant. The adjacent property to the north is a newly completed mixed-used project (MF 615), which was approved by the City Council on June 4, 2003. The adjacent property to the south is an upholstery shop. Directly across 13th Street from the site are a bar, liquor store and a resale business. Across from the alley is a residential neighborhood zoned R-3000 (Two-Family Residential).

**General Plan/Zoning Consistency:** The proposed development is subject to C-3 (Neighborhood Commercial) zoning requirements. The C-3 zone is intended to provide for businesses to meet the local neighborhood demand for commercial goods and services. It is intended that the dominant type of commercial activity in the zone will be neighborhood serving retail and office use such as markets, professional offices, personal services, restaurants and hardware stores (I.B.M.C. 19.28.010). The proposed project will provide three retail commercial spaces, which meets the intent of the land use designation.

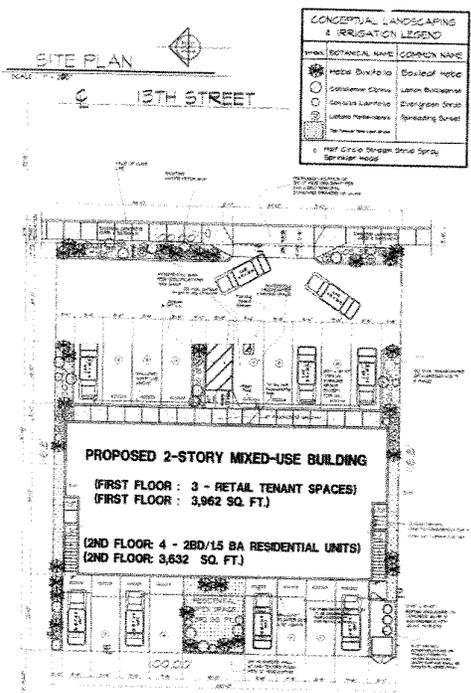
<b>Standards</b>	<b>Provided/Proposed</b>
One dwelling per 2,000 square feet of lot area above the first floor	One dwelling unit per 2,920 square feet
There are no front, side and rear yard setbacks in the C-3 zone (Section 19.28.030)	Front yard: 52 feet Side yard: 3 feet Rear yard: 22 feet
Minimum lot size of 3,000 square feet (Section 19.28.040)	11,680 square foot parcel.
Minimum street frontage of 30 feet (Section 19.28.050).	13th Street frontage of 100 feet.
Maximum building height of two stories or 28 feet (Section 19.28.060)	28 feet.
Open space: 300 square feet per dwelling unit	Public open space: 971 square feet Private open space: 992 square feet
Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (Section 19.50.030).	11,680 square feet total =1,752 square feet of landscaping (15%) A 10% administrative adjustment may be given to reduce the total landscaping (175 square feet)= 1,578 square First floor landscaping=1,363 square feet Second floor landscaping=240 square feet Total=1,603 square feet (13.7%) with 10% administrative adjustment

<p>Required parking spaces for commercial, retail: one space for each two hundred fifty square feet of net floor area, plus one space per two employees (Section 19.48.050.I).                  Required parking spaces for residential dwelling units in the C-3 zone: 1.5 per dwelling unit (Section 19.48.030.C)</p>	<p>11 spaces including one handicapped space= one space for each two hundred fifty square feet of net floor area, plus one space per two employees (3 employee spaces)                  Six required spaces = 1.5 spaces per residential unit.</p>
<p>Freestanding sign in the C-3 zone: maximum area of 40 square feet, maximum height of eight feet and one sign per lot frontage (Section 19.52.050.B)                  Building signs in the C-3 zone: one square foot per lineal foot of wall face (Section 19.52.050.B)</p>	<p>One 40 square feet (20 square feet per sign face) sign, height of 7.6 feet                  Three building signs "Tenant"= 45 square feet (15 square feet each)                  One building sign "Braudaway Square"= 28 square feet                  94 lineal feet of wall space                  Total building signs: 73 square feet</p>

**Surrounding Land Use and Zoning**

North:	C-3	Mixed-use
South:	C-3	Commercial
East:	C-3	Commercial
West:	R-3000	Residential

**Design Review:** This site fronts along 13th Street, a designated Design Corridor. The applicant's architect has proposed varied rooflines and architectural detailing and relief through the incorporation of building recesses and balconies. The applicant also proposes a variety of landscaping; including Boxleaf Hebe, Lemon Bottlebrush, Evergreen shrub, Spreading Sunset and "Tall Fescue" lawn grass, in front of the commercial space. Landscaping will also be located in the residential open space off the alley and along the north and south side of the building as proposed by the architect in the revised landscaping plans submitted on July 8, 2004. The overall design of the building should contribute positively in making an architectural statement along 13<sup>th</sup> Street. This project will be similar in design and will complement the recently constructed mixed project, "13<sup>th</sup> Street Market," that was approved by the City Council on June 4, 2003.



Vacant lots pose an opportunity for the City and property owner to comprehensively plan and design these sites for commercial development. Staff has encouraged this property owner and the property owner to the north to leave the plan open to the option of providing for mutual access and parking. These will be conditions of the project.

Parking for the commercial and residential units will be located in two on-site locations. The commercial retail unit is required to have 11 parking spaces including one handicapped parking space. The required handicapped

space and eight spaces for the commercial space will be located in the front of the building off of 13<sup>th</sup> Street. Two parking spaces for employee parking will be located off the alley. The six parking spaces provided for the residential units are also located off the alley and access to these parking spaces is from the alley.

The trash and recycling enclosure for both the commercial space and the residential units is located behind the rear stairwell off the alley. The DRB has recommended that the garbage enclosure will be shifted to the north so that it is adjacent to the garbage enclosure of 1126 13<sup>th</sup> Street.

The commercial space will be accessible from 13th Street on the first floor. There are two doors, on the west elevation, that provide access to the trash enclosure from the middle commercial unit on the first floor. The exterior commercial units have access to the trash enclosure from doors on the north and south sides of the building respectively. The access for the residential units, via two sets of stairways on the north and south to the second floor, is from the rear of the building (alley).

The City is requiring new development to conform to the new state water quality/urban runoff requirements (SDRWQCB Order 2001-01). Plans for new development will now need to show drainage patterns to demonstrate how storm water will be directed to landscaped areas (bioswales) or to filters before it is discharged into the city's storm sewers or to the beach. Prior to City Council approval, the grading and drainage plans for this project will need to show such compliance. On August 16, 2004, the applicant's engineering company, Snipes-Dye Associates, submitted a Storm Water Management and Maintenance Plan to address the storm water requirements triggered by SUSMP. A Report for Geotechnical Investigation was submitted by C.W. La Monte Co., Inc., on behalf of the applicant, on November 8, 2004. Both documents were approved by the City Engineer for storm water compliance. After review by staff from Community Development, Public Works and Building, the Storm Water Management and Maintenance Plan submitted by the applicant has adequately addressed the requirements of SUSMP.

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

**COASTAL JURISDICTION:** The project is not located in the Coastal Zone, and, therefore, the City would not need to consider evaluating the project with respect to conformity with coastal permit findings.

**FISCAL ANALYSIS:**

The applicant has deposited \$3,500.00 in Project Account Number 261-641 to fund the processing of this application.

**DESIGN REVIEW BOARD RECOMMENDATION:**

On October 8, 2003, the DRB recommended approval of the project design provided that:

1. The building should be a darker tone with a lighter trim.
2. The lettering on the signs should have deeper tones such as dark blue, burgundy, and dark green and will be finalized by the applicant and staff at a later time.

3. The garbage enclosure will be shifted to the North so that it is adjacent to the garbage enclosure of 1126 13<sup>th</sup> Street.
4. Landscaping will be planted so that it provides sufficient protection to the monument sign.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that the City Council receive this report and public testimony and take the following actions:

1. Declare the public hearing open
2. Receive public testimony
3. Close the public hearing
4. Adopt Resolution No. 2005-6114, granting conditional approval of Conditional Use Permit (CUP 03-03), Design Review (DRC 03-10) and Site Plan Review (SPR 03-09), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown

Attachments:

1. Resolution 2005-6114
  2. Plans
  3. DRB Agenda Packet: DRB Staff Report, Resolution No. 2003-07, DRB Checklist
  4. DRB Minutes
- c: file MF 641  
 Feras "Rusty" Barghout, 1851 Galveston Street, San Diego, CA 92110  
 George Braudaway, All Phase Drywall, P.O. Box 643, Imperial Beach, CA 91932  
 Hugh Wood (for Nick Aljabi), 1317 Woodhaven Drive, Oceanside, CA 92056  
 Nick Aljabi, Architect, Engineering Field Activity Mediterranean, Naval Facilities  
 Engineering Command, PSC 817 Box 51, FPO AE 09622-0051  
 Robert Brukart, P.E., Snipes-Dye Associates, 8348 Center Drive, Suite G, La Mesa, CA  
 91942-2910  
 C.W. La Monte Co., Inc., 4350 Palm Ave, Suite 25, La Mesa, CA 91941  
 Sam Shaker, Building Official  
 Paul Smith, Public Safety

Return to Agenda

Return to Staff Report

**RESOLUTION NO. 2005-6114**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP 03-03), SITE PLAN REVIEW (SPR 03-09), AND DESIGN REVIEW (DRC 03-10) FOR A MIXED-USE DEVELOPMENT WITH THREE RETAIL COMMERCIAL SPACES AND FOUR RESIDENTIAL UNITS LOCATED AT 1146 13<sup>th</sup> STREET IN THE C-3 (NEIGHBORHOOD COMMERCIAL) ZONE. MF 641**

**WHEREAS**, on March 2, 2005, the City Council of the City of Imperial Beach held a duly advertised public hearing to consider the merits of approving or denying an application for a Conditional Use Permit (CUP 03-03), Site Plan Review (SPR 03-09), and Design Review (DRC 03-10) for a mixed-use development consisting of retail three retail commercial spaces on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, on a site legally described as follows:

Lots 35, 36, 37 and 38, inclusive in Block 2 of Imperial Beach Park, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 1994, filed in the Office of the County Recorder of San Diego County, February 1, 1927; excepting therefrom the Easterly 10 feet thereof.

**WHEREAS**, on October 8, 2003, the Design Review Board adopted DRB Resolution No. 2003-02 recommending approval of the project design; and

**WHEREAS**, the project design of a mixed-use development consisting of 3,962 square feet retail commercial space on the first floor and four residential units totaling 3,632 square feet above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, is compatible with other developments in the vicinity which consist of a mixed-use development to the north, an upholstery shop to the south, commercial buildings to the east and a residential neighborhood to the west, and, therefore, would be consistent with Policy D-8 (Project Design) of the Design Element of the General Plan; and,

**WHEREAS**, the City Council finds that the project is in substantial compliance with Policy L-4g of the Land Use Element of the General Plan, which promotes Thirteenth Street Commercial Areas (C-3) for pedestrian-oriented commercial uses that serve the neighborhood; and

**WHEREAS**, the City Council finds that the project is consistent with the C-3 (Neighborhood Commercial) Zone of the Zoning Ordinance, which promotes the local neighborhood demand for commercial goods and services; and

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

**WHEREAS**, the City Council considered the information contained in the staff reports on this case and public testimony received on this case; and

**WHEREAS**, at the close of said meeting on March 2, 2005, a motion was duly made and seconded to approve Conditional Use Permit (CUP 03-03), Site Plan Review (SPR 03-09), and Design Review (DRC 03-10) for a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3

(Neighborhood Commercial) Zone, based upon the following findings and subject to the conditions of approval contained herein.

**CONDITIONAL USE FINDINGS:**

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

In the C-3 (Neighborhood Commercial) Zone, the intent of the zone is to promote the local neighborhood demand for commercial goods and services such as markets, professional offices, personal services, restaurants and hardware stores (IBMC 19.28.010). This project will provide additional retail commercial space in this area of 13<sup>th</sup> Street to meet the demands for goods in the surrounding neighborhood. This project will also provide additional housing, four units with off street parking, to meet the current housing demand. Also, the development of this project may encourage revitalization of the existing area, development of the nearby vacant lots and increase patronage to the surrounding businesses. Development of this project on a vacant lot may also decrease the amount of problems, such as vandalism and crime, associated with the vacant lots in the neighborhood.

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

The proposed development, a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. In the Conditions of Approval, specific conditions have been set forth by the Community Development Department and the Public Works Department to mitigate the concerns such a development project may create.

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

The proposed use will comply with the regulations and conditions specified in the title for such use and for other permitted uses in C-3 (Neighborhood Commercial) zone. The specific conditions that have been set forth by the Community Development Department will ensure that granting of the Conditional Use Permit will achieve compliance with zoning regulations.

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

The granting of the conditional use permit for a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, will be in harmony with the purpose and intent of the zoning code (IBMC 19.82.040.D), the adopted general plan. The site is not within the coastal zone. The following list of specific conditions of

approval set forth by the Community Development Department and the Public Works Department will ensure that the granting of the Conditional Use Permit will achieve compliance.

**SITE PLAN REVIEW FINDINGS:**

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

The applicant proposes a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, that would not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. The project proposes parking for the commercial and residential units will be located in two on-site locations. The commercial retail unit is required to have eleven parking spaces including one handicapped parking space. The required handicapped space and eight spaces for the commercial space will be located in the front of the building off of 13<sup>th</sup> Street. Two parking spaces for employee parking will be located off the alley. The six parking spaces provided for the residential units are also located off the alley and access to these parking spaces is from the alley. In the Conditions of Approval, specific conditions have been set forth by the Community Development Department and the Public Works Department to mitigate the concerns such a development project may create.

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

The proposed mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street is consistent with the C-3 (Neighborhood Commercial) zone, which promotes the local neighborhood demand for commercial goods and services.

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

The subject site is in the "Neighborhood Commercial" zone, which encompasses 13<sup>th</sup> Street from Ebony Avenue to the north and Fern Avenue to the south. "Neighborhood Commercial" also encompasses Imperial Beach Boulevard. from Florence Street on the west to Georgia Street on the east. Within this area, commercial and residential uses vary in character, bulk, and scale. The proposed project is compatible with the established commercial and residential uses.

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

This site fronts along 13<sup>th</sup> Street. The adjacent property to the north is a newly complete a mixed-use development, "13<sup>th</sup> Street Market," an upholstery shop to the south, commercial buildings to the east and a residential neighborhood to the west. Directly across 13<sup>th</sup> Street from the site are a liquor store, The Office Club bar and a resale

business. Across from the alley is a residential neighborhood zoned R-3000 (Two-Family Residential). The project has varied rooflines and architectural detailing and relief through the incorporation of building recesses. The applicant also proposes a variety of landscaping; including Boxleaf Hebe, Lemon Bottlebrush, Evergreen shrub, Spreading Sunset and "Tall Fescue" lawn grass, in front of the commercial space. Landscaping will also be located in the residential open space off the alley and along the north and south side of the building as proposed by the architect in the revised landscaping plans submitted on July 8, 2004. The overall design of the building should contribute positively in making an architectural statement along 13<sup>th</sup> Street. Many of the existing buildings in the area are older structures. The project shall properly orient the proposed structures to streets, driveways, sunlight, wind and other adjacent structures and uses in a harmonious manner.

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

The project is a mixed-use development with a retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone. The combination and relationship of the commercial office space in relation to the residential units on the site is properly integrated.

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

Parking access is from both 13<sup>th</sup> Street and the alley behind 13<sup>th</sup> Street. The commercial parking will be located in the front of the building off of 13<sup>th</sup> Street with employee parking off of the alley. The parking provided for the residential units is also located off the alley and access to these parking spaces is from the alley. The parking design will not create any undue traffic problems.

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

The project is subject to compliance with the zoning requirements per Chapter 19.28 of the City of Imperial Beach Municipal Code, titled "Neighborhood Commercial (C-3) Zone." A Conditional Use Permit is required for residential development above the first floor at a maximum density of one unit per every thousand square feet of lot area and interim parking pursuant to Section 19.28.020.A.3. The parking for the project will be provided in two on-site locations, off 13<sup>th</sup> Street for the retail commercial unit and off the alley for the employee parking and residential units. Site Plan approval by the City Council is required per Section 19.28.020.D. Design Review is required per Section 19.83.020.A.3.

**DESIGN REVIEW FINDINGS:**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that an application for Conditional Use Permit (CUP 03-03), Site Plan Review (SPR 03-09), and Design Review (DRC 03-10) for a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, is hereby approved by the City Council of the City of Imperial Beach subject to the following:

**CONDITIONS OF APPROVAL:**

**A. PLANNING:**

1. The City is requiring new development to conform to the new state water quality/urban runoff requirements (SDRWQCB Order 2001-01). Plans for new development will now need to show drainage patterns to demonstrate how storm water will be directed to landscaped areas (bioswales) or to filters before it is discharged into the city's storm sewers or to the beach.
2. All catch basin subdrains shall be deepened to reach the area of percolation as identified in the soils report.
3. Filter fabric shall be applied around the 18" perforated pipe in the catch basin subdrain.
4. Owner must enter into and provide proof of post-construction (BMPs) maintenance agreement for all catch basin filters and subdrains.
5. Final drainage for the balconies shall comply with SUSMP requirements.
6. Owner shall record a mutual access and parking agreement in concert with the master plans of the adjacent parcels and subject to approval of the City.
7. The 30-inch retaining wall shall be made of a material coordinated in color with the building in either stucco or split face block.
8. The trash enclosure shall be made of the same/similar materials and designed in accordance with the trash enclosure for the mixed-use project at 1126 13<sup>th</sup> Street (MF 615).
9. Residential units (particularly those facing east) shall have soundproof windows such as double-pane windows.
10. Applicant must comply with building/structural changes identified and revised in plans for in the mixed-use project at 1126 13<sup>th</sup> Street (MF615), if applicable to this project. These changes must be reflected in the plans prior to submittal for building permits.
11. Ensure that the proposed monument sign is located out of the public right-of-way.
12. Replace the landscaping proposed in second story planter boxes to the rear yard (ground level) as shown in the revised plans submitted by the architect on July 08, 2004.
13. Approval of Conditional Use Permit (CUP 03-03), Site Plan Review (SPR 03-09), and Design Review (DRC 03-10) for a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146

13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone is valid for one year from the date of final action to expire on March 2, 2006. The applicant or applicant's representative shall read, understand, and accept the conditions listed herein and shall, within 30 days, return a signed statement accepting said conditions.

14. All negative balances in the project account (261-641) shall be paid prior to building permit issuance and final inspection.

**B. BUILDING:**

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

**C. PUBLIC SAFETY:**

16. Address must be clearly visible with 6" high numbers and with 3/4" stroke on contrasting background.
17. 1-2A10BC extinguisher located on each entry deck of residential units clearly marked 22" x 36" attic access in each unit. Also on or near a door and at the bottom of the stairs. Smoke detectors are required in each sleeping room and in corridor leading to sleeping room. All smoke detectors shall be wired to building wiring.
18. Commercial retail – all units need to be clearly marked and visible from street and alley. 1-2A10BC extinguishers required in each unit and Knox box required near exit.
19. Residential and Commercial – Require all utilities, gas, electric and water to be individually marked per unit number. All address need to be clearly visible from street and alley.

**PUBLIC WORKS:**

20. Ensure that the hot water tank P.T. discharge pipes are piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01
21. Ensure that no building roof or landscape water drains are piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
22. Construct the driveway approach(es) on 13<sup>th</sup> Street to comply with Regional Standard Drawing G-14A. Sidewalk cuts must coincide with the existing sidewalk five-foot sections. A sidewalk section cannot be cut into smaller sections. Likewise if the curb and gutter is to be cut in order to comply with Regional Standard Drawing G-14A, the reconstruction must not leave an existing curb and gutter section less than 9 feet in length. Note: The construction of an ADA compliant driveway approach will require a grant of easement to the City for this construction.
23. Replace 80 feet of broken curb and gutter adjacent to the project site.

24. For alley, sidewalk or curb & gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 in that, the "Area to be removed [must be] 5 feet or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5 feet. Where the distance from "Area to be removed" to existing joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge, or score mark.
25. Ensure constructed refuse storage enclosure is constructed in accordance with I.B.M.C. 19.74.090. Ensure trash enclosure is sized to include recycling containers as well as refuse containers.
26. Install survey monuments on northeast property line and southeast property line in or adjacent to the sidewalk. Record same with county office of records
27. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or Caltrans Traffic Control Manual.
28. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in the street trench. Asphalt shall be AR4000 ½ mix (hot).
29. If it is necessary to cut into the alley pavement as part of this project, all concrete cuts in the alley must be replaced with #4 rebar dowels positioned every 1 foot on center. Concrete specification must be 560-C-3250. Concrete cuts must also comply with Item No. 4 above and terminate at least 18 inches before or beyond the alley flow line.
30. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
31. Recommend applicant agree to underground all utilities in accordance with I.B.M.C. 13.08.060.
32. Advise the property owner that he/she must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant must provide the following documents to the City of Imperial Beach following before project may begin work:
  - A checklist of selected BMPs and location of the BMPs on project plans for review by the City (JURMP Form 7-B and Table 7-3).
  - Certification of intent to maintain selected BMPs (JURMP Form 7-B).
  - A Storm Water Management Plan JURMP (Form 7-B).
33. Additionally these BMP practices shall include but are not limited to: Contain all construction water used in conjunction with the construction. Contained construction

water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.

- All recyclable construction waste must be properly recycled and not disposed in the landfill.
- Water used on site must be prevented from entering the storm drain conveyance system (i.e., streets, gutters, alley, storm drain ditches, storm drain pipes).
- All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
- Erosion control – All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system

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

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

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 2<sup>nd</sup> day of March 2005, by the following roll call vote:

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

\_\_\_\_\_  
**DIANE ROSE, MAYOR**

**ATTEST:**

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

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2005-6114- A Resolution of the City Council of the City of Imperial Beach approving for a Conditional Use Permit (CUP 03-03), Site Plan Review (SPR 03-09), and Design Review (DRC 03-10) for a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

Return to Staff Report  
**BRAUDAWAY SQUARE**

**1146 13TH STREET  
IMPERIAL BEACH, CA 91932**

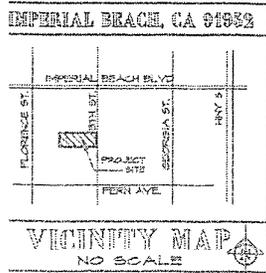
**PROJECT DATA :**

zoning = C-3  
 GROSS LOT SIZE / AREA = 100 FT x 126.8 FT = 12,680 SQ FT (including 10 Foot Street Dedication)  
 LOT SIZE / AREA = 100 FT x 116.8 FT = 11,680 SQ FT  
 MINIMUM LANDSCAPE AREA = 15% OF TOTAL SITE AREA = 1,752 SQ FT  
 LANDSCAPED AREA OF 1,752 SF less 10% ALLOWED WITH ADMINISTRATIVE DISCRETION (175 SF)  
 REQUIRED LANDSCAPED AREA = 1,752 SF - 175 SF = 1,577 SQ FT  
 PROPOSED LANDSCAPED AREA = (231+103+70+260+507+342+240 Planter Boxes at 2nd Flr)  
 PROPOSED LANDSCAPED AREA = 1,603 SQ FT  
 COMMERCIAL PARKING REQUIREMENTS = 1 P.S./250 NET SQ FT + 1 P.S. PER 2 EMPLOYEES  
 PROPOSED COMMERCIAL PARKING SPACES = 11 P.S. (3 FOR EMPLOYEES + 8 FOR PATRONS)  
 MAXIMUM NET COMMERCIAL (RETAIL) SPACE NET AREA = 8 x 250 = 2,000 SQ FT  
 PROPOSED NET COMMERCIAL (CUSTOMER) AREA = 1,812 SQ FT  
 PROPOSED COMMERCIAL (NON-CUSTOMER) AREA = 2,150 SQ FT  
 TOTAL PROPOSED GROSS COMMERCIAL SPACE FOR ALL THREE TENANTS = 3,962 SQ FT

RESIDENTIAL DENSITY = 1 D.U. PER 2,000 SQ FT OF LOT AREA  
 PROPOSED RESIDENTIAL DEVELOPMENT = 4 DWELLING UNITS @ 906 SQ FT EACH = 3,624 SQ FT  
 PROPOSED OPEN SPACE AT GRADE LEVEL = 342 SQ FT  
 PROPOSED OPEN SPACE ABOVE GRADE LEVEL (BALCONIES) = 4 x 90 SQ FT = 360 SQ FT  
 PROPOSED OPEN SPACE ABOVE GRADE LEVEL (PLANTER BOXES) = 240 SQ FT  
 PROPOSED TOTAL OPEN SPACE ABOVE GRADE LEVEL (BALCONIES + PLANTER BOXES) = 360 + 240 = 600 SQ FT  
 RESIDENTIAL PARKING REQUIREMENTS = 1.5 P.S./D.U. = 6 PARKING SPACES  
 RESIDENTIAL PARKING SPACES PROVIDED = 6 PARKING SPACES

**GENERAL NOTES**

- PROJECT SHALL COMPLY WITH TITLE 24 AND THE 1947 UMC, AND THE 1946 NEC (ALL AS AMENDED BY THE COUNTY OF SAN DIEGO).
- HEALTH & SAFETY CODE SEC. 179219 BANS THE USE OF CHLORINATED POLYVINYL CHLORIDE (CPVC) FOR INTERIOR WATER-SUPPLY PIPING.
- ADDRESSES MUST BE CLEARLY VISIBLE WITH 6" HIGH LETTERS & WITH 3/4" STROKE ON CONTRASTING BACKGROUND. PARKING IS ALLOWED IN THE ALLEY.
- PLANS SHALL BE FORWARDED TO MTDB FOR REVIEW AND COMMENTS PRIOR TO PROJECT APPROVAL DUE TO EXISTENCE OF MTDB BUS STOP ADJACENT TO THIS PROPOSED DEVELOPMENT.
- DRIVEWAY RE-CONSTRUCTION ON 13TH STREET TO COMPLY WITH REGIONAL STANDARD DHS 6-4A. SIDEWALK CUTS MUST COINCIDE WITH EXISTING SIDEWALK 5-FT SECTIONS (WHICH CANNOT BE CUT INTO 4-FT SECTIONS). LIKEWISE, IF THE CURB & GUTTER ARE TO BE CUT, RE-CONSTRUCTION MUST NOT LEAVE AN EXISTING CURB & GUTTER SECTION LESS THAN 4 FT IN LENGTH. THE CONSTRUCTION OF AN ADJACENT DRIVEWAY APPROACH WILL REQUIRE A GRANT OF EASEMENT FROM THE CITY FOR THE CONSTRUCTION.
- REPLACEMENT OF CURB & GUTTER AT ALLEY, ENSURE COMPLIANCE WITH SAN DIEGO REGIONAL STANDARD DHS 6-11 IN THAT AREA TO BE REMOVED MUST BE 5 FT OR FROM JOINT TO JOINT UNLESS OTHERWISE SPECIFIED.
- FOR WORK PERFORMED IN THE STREET OR ALLEY, A TRAFFIC CONTROL PLAN PER REGIONAL STD DHS 6-10 OF CALTRANS TRAFFIC CONTROL MANUAL MUST BE SUBMITTED FOR APPROVAL BY PUBLIC WORKS DIRECTOR A MIN OF 5 WORKING DAYS IN ADVANCE OF STREET WORK.
  - STREET WORK CONSTRUCTION SHALL BE PERFORMED BY CLASS A CONTRACTOR. STREET REPAIRS MUST ACHIEVE 95% SUB SOIL COMPACTION. ASPHALT REPAIR MUST BE A MIN OF 4" THICK ASPHALT PLACED IN THE STREET TRENCH. ASPHALT SHALL BE AR4000 1/2" MIX (HOT).
  - IF IT IS NECESSARY TO CUT INTO ALLEY PAVEMENT, ALL CONCRETE CUTS MUST BE REPLACED WITH #4 REBAR DOMELS @ 12" o.c.. CONCRETE SPECS MUST BE 560-C-3250. CONCRETE CUTS SHALL TERMINATE 10" BEFORE OR BEYOND THE ALLEY FLOW LINE.
  - IF ANY I.B.M.C. 1232.120, CONTRACTOR SHALL PLACE & MAINTAIN WARNING LIGHTS & BARRIERS AT EACH END OF THE WORK, & AT NO MORE THAN 50 FT APART ALONG THE SIDE THEREOF FROM SUNSET OF EACH DAY UNTIL SUNRISE OF FOLLOWING DAY, UNTIL THE WORK IS ENTIRELY COMPLETED. BARRIERS SHALL BE PLACED & MAINTAINED NOT LESS THAN THREE FEET HIGH.
  - ALL BEST MANAGEMENT PRACTICES (BMPs) DURING CONSTRUCTION & POST CONSTRUCTION SHALL BE PER DETAILED BMP PLAN TO BE SUBMITTED PRIOR TO ISSUANCE OF GRADING & BUILDING PERMITS.
  - AS OF JANUARY 01, 2000, ANY DISPOSAL/TRANSPORTATION OF SOLID WASTE / CONSTRUCTION WASTE IN ROLL OFF CONTAINERS MUST BE CONTRACTED THROUGH EDGO DISPOSAL CORPORATION, UNLESS THE HAULING CAPABILITY EXISTS INTEGRAL TO THE PRIME CONTRACTOR PERFORMING THE WORK.



ACAD FILE NAME: SITE.DWG

**BRAUDAWAY SQUARE**

SHEET TITLE :  
**SITE PLAN  
TITLE, INDEX, DATA,  
VICINITY MAP**

DRAWING SCALE:

PROJECT ADDRESS : 1146 13TH STREET  
IMPERIAL BEACH, CA 91932

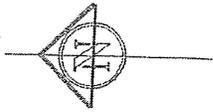
SIGNATURE

**ALJABI**  
Registered Architect  
License No. C-19739  
9127 CROSSMONT BLVD  
LA MESA, CA 91941  
Tel (619) 303-7906 / Fax (619) 741-7906

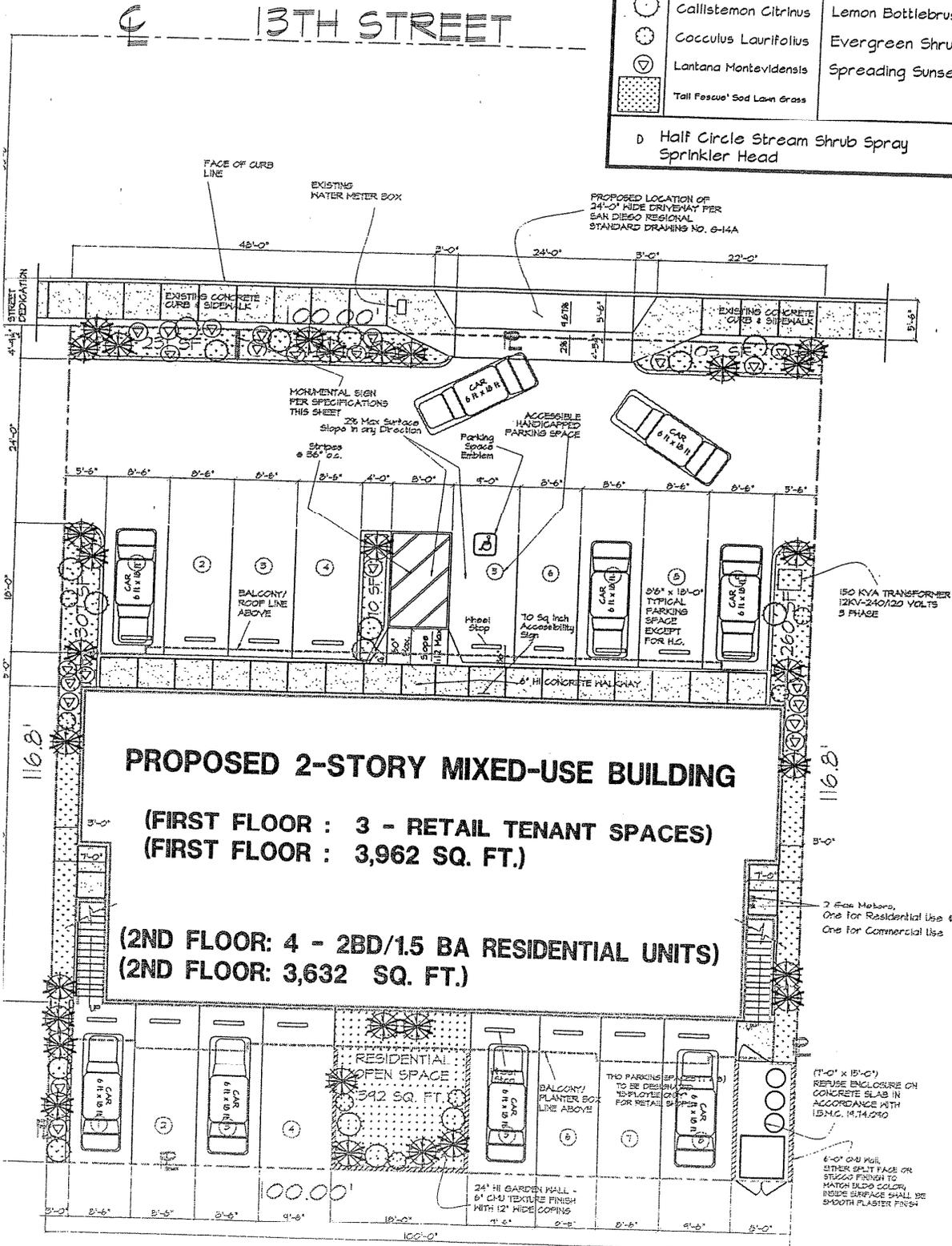
**TS**

# SITE PLAN

LE: 1" = 200'



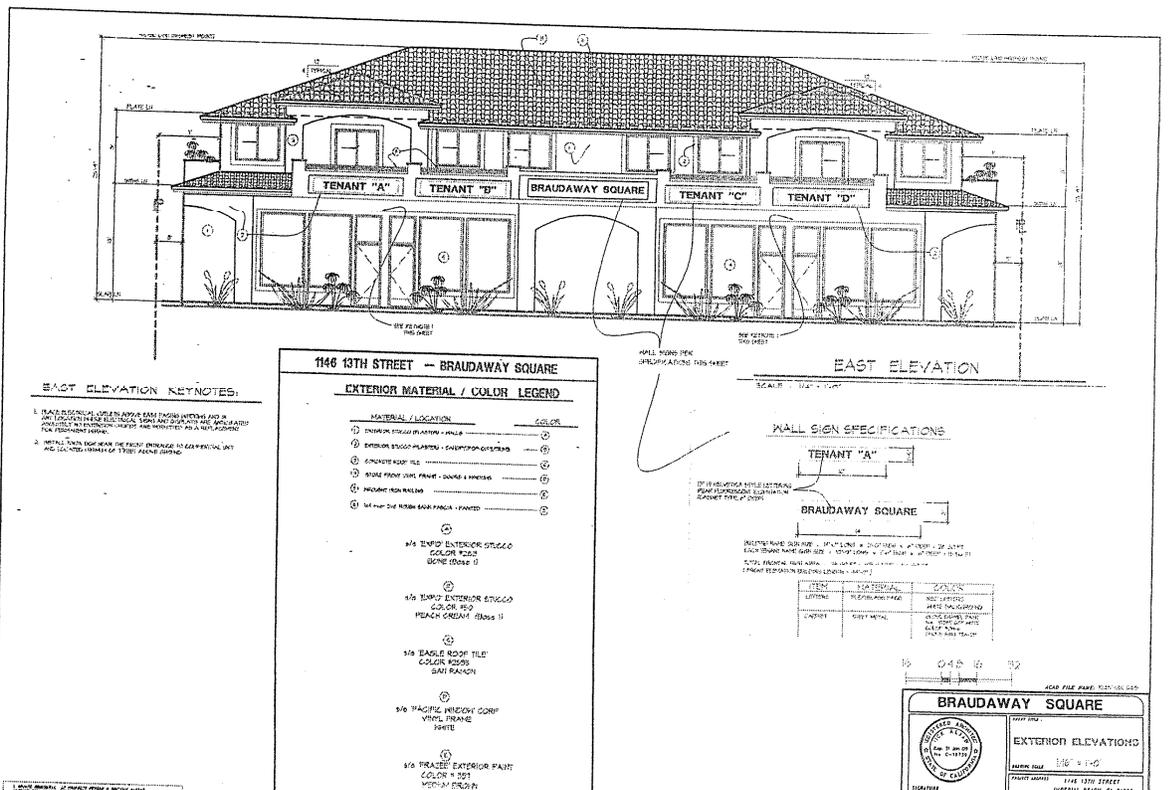
CONCEPTUAL LANDSCAPING & IRRIGATION LEGEND		
SYMBOL	BOTANICAL NAME	COMMON NAME
	Hebe Buxifolia	Boxleaf Hebe
	Callistemon Citrinus	Lemon Bottlebrush
	Cocculus Laurifolius	Evergreen Shrub
	Lantana Montevidensis	Spreading Sunset
	Tall Fescue Sod Lawn Grass	
	d Half Circle Stream Shrub Spray Sprinkler Head	



ALLEY







**EAST ELEVATION KEYNOTES:**

1. BRACKETS INDICATE WHERE TO ATTACH EAST FACING ANTIWIND LATH & JOINT LOCATIONS WHERE ELECTRICAL TUBING AND CONDUITS ARE ALLOWED TO PENETRATE THROUGH WALLS AND IDENTIFIED AS A PENETRATION FOR PENETRATION STOPPING.
2. METALL FASTENERS NEAR THE FACED BRACKETS TO BE APPROXIMATELY 1/2\"/>

**1146 13TH STREET -- BRAUDAWAY SQUARE**

**EXTERIOR MATERIAL / COLOR LEGEND**

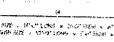
MATERIAL / LOCATION	COLOR
① EXTERIOR STUCCO (PLASTER) - WALLS	STONE BROWN II
② EXTERIOR STUCCO (PLASTER) - CORNICES/QUADROONS	STONE BROWN II
③ EXTERIOR BRICK TILE	PEACH CREAM/STARKS II
④ EXTERIOR FRONT CORNER PANELS - CORNERS & FINISHES	STONE BROWN II
⑤ INSIDE WALLS	STONE BROWN II
⑥ METAL FASTENERS NEAR FACED BRACKETS - PAINTED	STONE BROWN II
⑦ 1/2\"/>	

**WALL SIGN SPECIFICATIONS**

**TENANT "A"**



**BRAUDAWAY SQUARE**



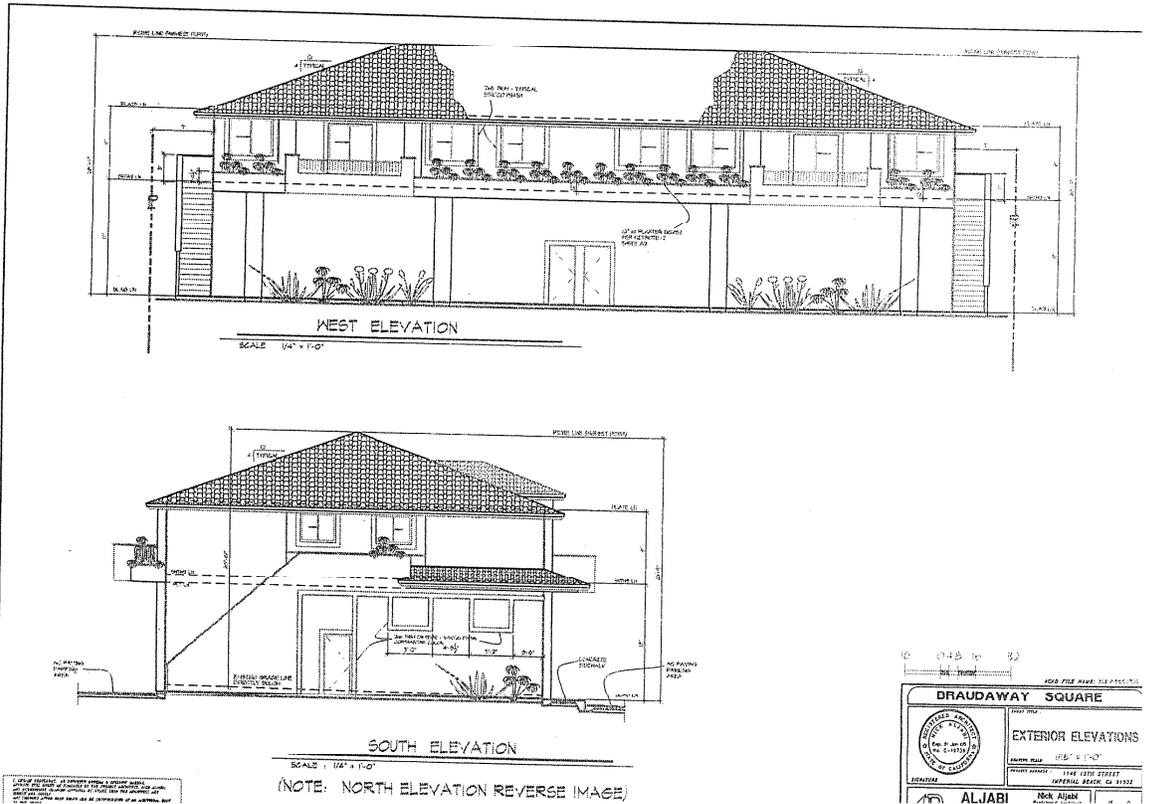
BRACKETS INDICATE WHERE TO ATTACH SIGN & SIGNPOSTS & ANTIWIND LATH & JOINT LOCATIONS WHERE ELECTRICAL TUBING AND CONDUITS ARE ALLOWED TO PENETRATE THROUGH WALLS AND IDENTIFIED AS A PENETRATION FOR PENETRATION STOPPING.

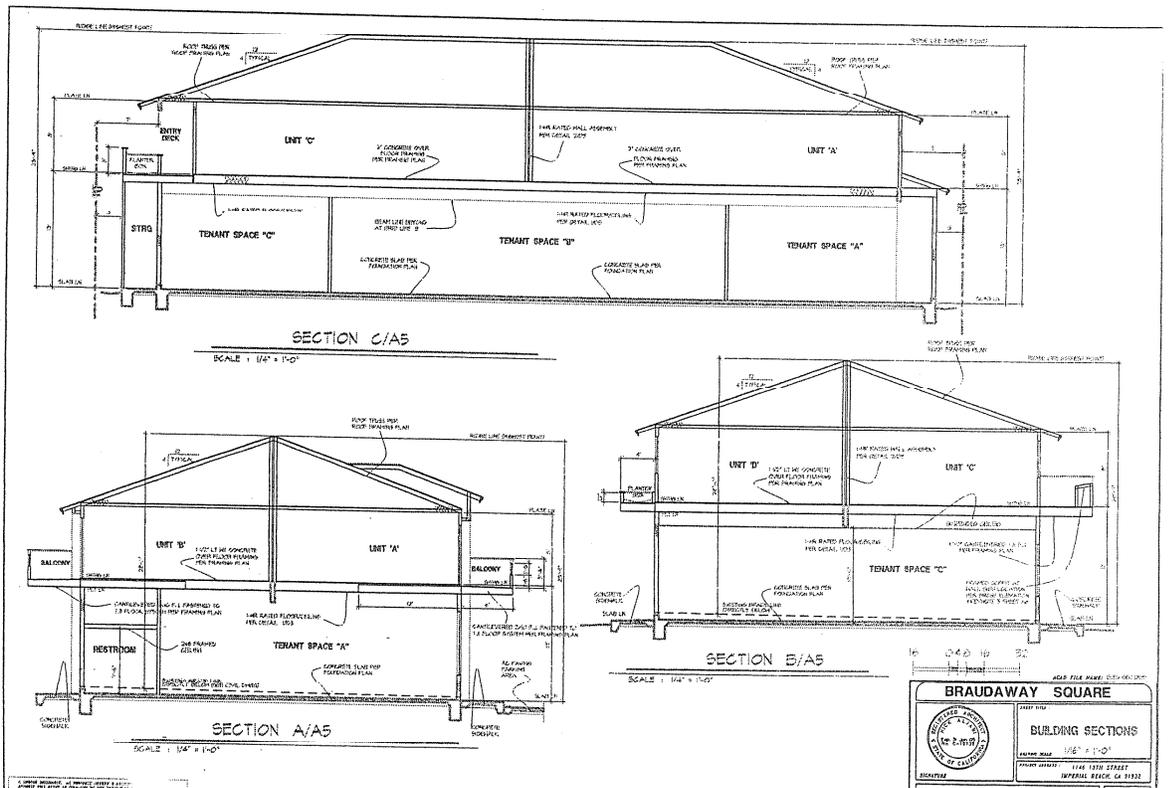
ITEM	MATERIAL	COLOR
LETTERS	PEACH CREAM/STARKS	STONE BROWN II
BACKGROUND	STONE BROWN II	STONE BROWN II
LETTER MOUNTING	STONE BROWN II	STONE BROWN II
LETTER MOUNTING	STONE BROWN II	STONE BROWN II

**BRAUDAWAY SQUARE**

**EXTERIOR ELEVATIONS**

SCALE: 1/8\"/>





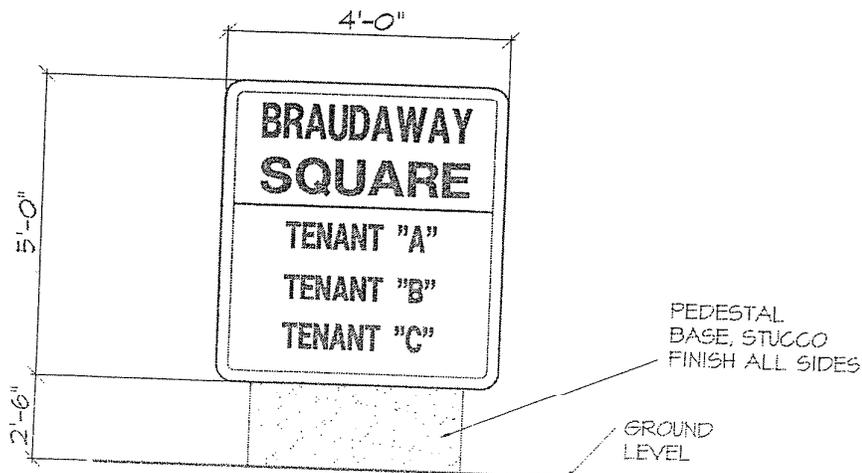


# BRAUDAWAY SQUARE

## MONUMENTAL SIGN SPECIFICATIONS

SIGN SIZE : 4' LONG x 5' HIGH x 12" DEEP  
 SIGN AREA : 20 SQ FT per side (40 SQ FT total for both sides)  
 HEIGHT ABOVE GROUND LEVEL : 7'6"  
 SIGN TYPE : MONUMENTAL / CABINET TYPE  
 NUMBER OF FACES : 2  
 ILLUMINATION : FLUORESCENT (FROM INSIDE)  
 SIGN FRAME : 3" ANGLE IRON WELDED WITH  
 1/4" WELD ALL AROUND TO  
 STEEL CONNECTION PLATE

	MATERIAL	COLOR
FACE	PLEXIGLASS	LETTERS: RED COLOR, 18" HI HELVETICA BOLD STYLE BACKGROUND: WHITE COLOR
FRAME	ANGLE IRON	GLOSS ENAMEL PAINT, s/e 'BEHR' OFF WHITE COLOR #OW-6, SMOKE RING 73A-2P
PEDESTAL BASE	PLASTER (STUCCO)	s/e 'EXPO' EXTERIOR STUCCO COLOR #262, CAFFE LATTE



# 1146 13TH STREET -- BRAUDAWAY SQUARE

## EXTERIOR MATERIAL / COLOR LEGEND

MATERIAL / LOCATION	COLOR
① EXTERIOR STUCCO (PLASTER) - WALLS	(A)
② EXTERIOR STUCCO (PLASTER) - CANOPY/POP-OUTS/TRIMS	(B)
③ CONCRETE ROOF TILE	(C)
④ STORE FRONT VINYL FRAME - DOORS & WINDOWS	(D)
⑤ WROUGHT IRON RAILING	(E)
⑥ 1x4 over 2x8 ROUGH SAWN FASCIA - PAINTED	(E)

(A)

s/e 'EXPO' EXTERIOR STUCCO  
 COLOR #285  
 BONE (Base 1)

(B)

s/e 'EXPO' EXTERIOR STUCCO  
 COLOR #50  
 PEACH CREAM (Base 1)

(C)

s/e 'EAGLE ROOF TILE'  
 COLOR #2535  
 SAN RAMON

(D)

s/e 'PACIFIC WINDOW' CORP  
 VINYL FRAME  
 WHITE

(E)

s/e 'FRAZEE' EXTERIOR PAINT  
 COLOR # 337  
 MEDIUM BROWN

## PROJECT DATA :

---

ZONING = C-3

GROSS LOT SIZE / AREA = 100 FT x 126.8 FT = 12,680 SQ FT (Including 10 Feet Street Dedication)

NET LOT SIZE / AREA = 100 FT x 116.8 FT = 11,680 SQ FT

MINIMUM LANDSCAPE AREA = 15% OF TOTAL SITE AREA = 1,752 SQ FT

MIN LANDSCAPED AREA OF 1,752 SF less 10% ALLOWED WITH ADMINISTRATIVE DISCRETION (175 SF)

MIN REQUIRED LANDSCAPED AREA = 1,752 SF - 175 SF = 1,578 SQ FT

ORIGINALLY PROPOSED LANDSCAPED AREA = (231+103+70+260+307+392+240 Planter Boxes at 2nd Flr)

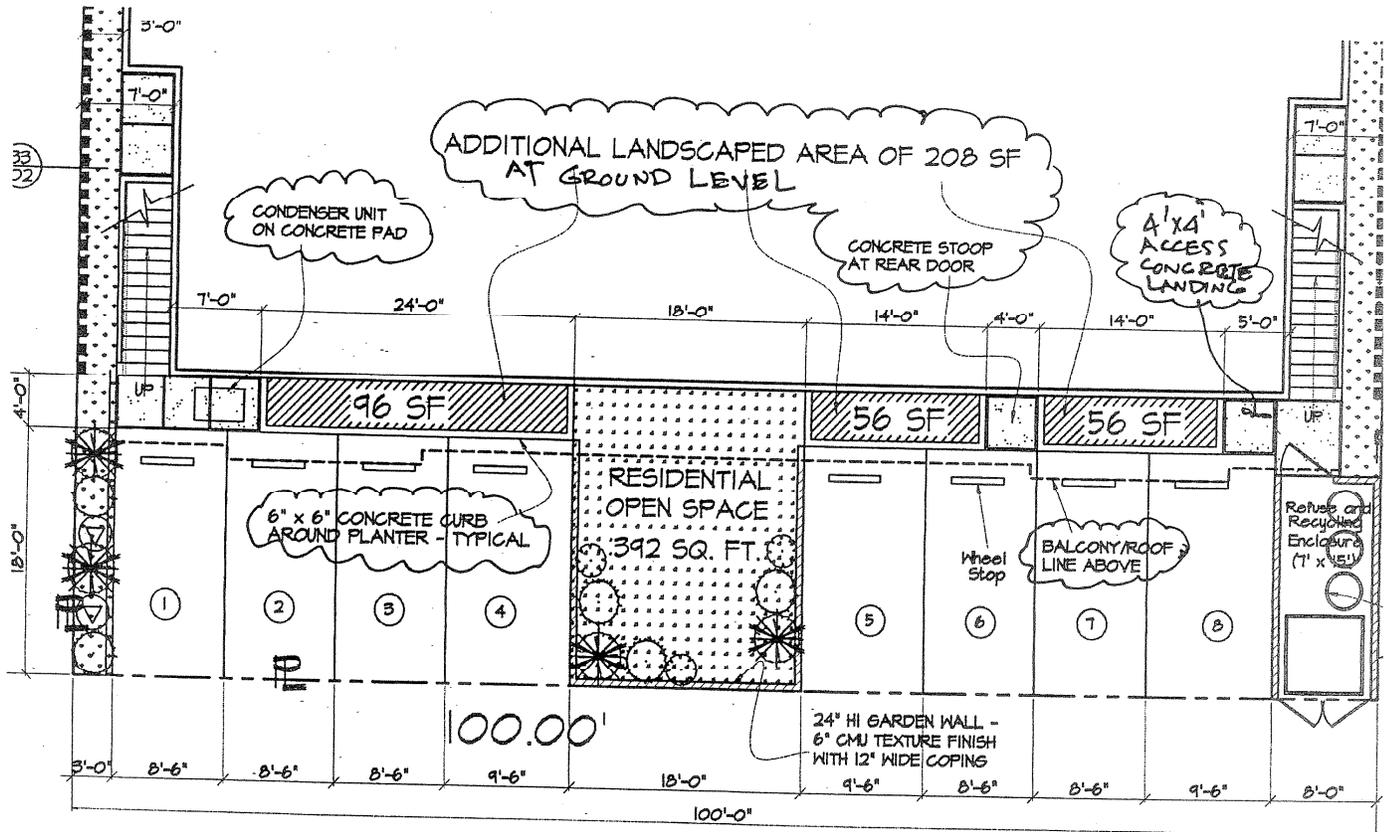
ORIGINALLY PROPOSED LANDSCAPED AREA = 1,603 SQ FT

Planter Boxes at 2nd Floor to be removed = 30 + 140 + 30 SQ FT = 200 SQ FT

REVISED LANDSCAPED AREA = (231+103+70+260+307+392+40 Planter Boxes at 2nd Flr) = 1,403 SQ FT

PROPOSED ADDITIONAL LANDSCAPED AREA AT REAR YARD = 96 + 56 + 56 = 208 SQ FT  
(SEE REVISED PARTIAL SITE PLAN)

TOTAL PROPOSED LANDSCAPED AREA = 1,403 + 208 = 1,611 SQ FT WHICH IS GREATER THAN  
THE MIN REQTS OF 1,578 SQ FT.



ALLEY



REVISED (PARTIAL) SITE PLAN

SCALE : 1" = 10'-0"

Return to Staff Report

Return to Agenda

AGENDA ITEM NO. \_\_\_\_\_



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

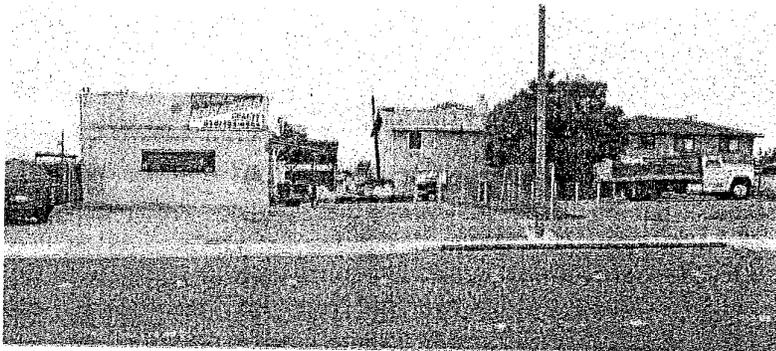
**TO:** DESIGN REVIEW BOARD  
**FROM:** GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR  
JIM NAKAGAWA, AICP, CITY PLANNER  
ALIA KANANI, ASSISTANT PLANNER

**MEETING DATE:** OCTOBER 8, 2003  
**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT

**SUBJECT:** PUBLIC HEARING: George Braudaway/All Phase Drywall (applicant/property owner)/Nick Aljabi (architect); Conditional Use Permit (CUP 03-03), Design Review (DRC 03-10), Site Plan Review (SPR 03-09) for a mixed development with three retail commercial spaces and four residential units located at 1146 13th Street, in the C-3 (Neighborhood Commercial) Zone. MF 641.

**PROJECT DESCRIPTION/BACKGROUND:**

An application (MF 641) has been submitted for a Conditional Use Permit (CUP 03-03), Design Review (DRC 03-10) and Site Plan Review (SPR 03-09) for a mixed-use development consisting of 3,962 square feet of retail commercial space on the first floor and four residential units totaling 3,632 square feet above the first floor on a developed 11,680 square foot parcel (APN 633-022-17-00 and 633-022-18-00) at 1146 13th Street in the C-3 (Neighborhood Commercial) Zone. In the C-3 (Neighborhood Commercial) Zone, a mixed-use development project is subject to approval of a Conditional Use Permit (I.B.M.C 19.28.020). Since the project proposes commercial development and is located in one of the eight design corridors in the City, 13th Street, it is subject to design review by the Design Review Board (IBMC 19.83.020).



**PROJECT EVALUATION/DISCUSSION:**

The project site is 11,680 square foot lot in the shape of rectangle that fronts on the west side of 13th Street between Imperial Beach Boulevard and Fern Avenue. The property consists of a parking lot and a bar, Joe's Lariat, which is now vacant. The adjacent property to the north is a vacant lot for which a new mixed-used project (MF 616), approved by the City Council on June 4, 2003, will be constructed. The adjacent property to the south is an upholstery shop. Directly

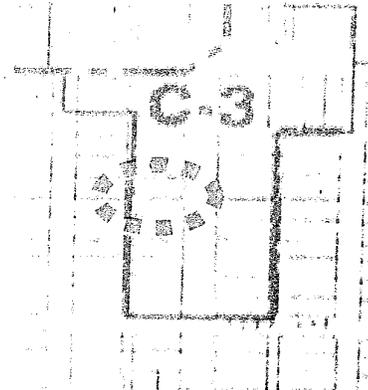
across 13th Street from the site is The Office Club bar, a liquor store and a vacant building. Across from the alley is a residential neighborhood zoned R-3000 (Two-Family Residential).

**General Plan/Zoning Consistency:** The proposed development is subject to C-3 (Neighborhood Commercial) zoning requirements. The C-3 zone is intended to provide for businesses to meet the local neighborhood demand for commercial goods and services. It is intended that the dominant type of commercial activity in the zone will be neighborhood serving retail and office use such as markets, professional offices, personal services, restaurants and hardware stores (I.B.M.C. 19.28.010). The proposed project will provide three retail commercial spaces, which meets the intent of the land use designation.

Standards	Provided/Proposed
One dwelling per 2,000 square feet of lot area above the first floor	One dwelling unit per 2,920 square feet
There are no front, side and rear yard setbacks in the C-3 zone (Section 19.28.030)	Front yard: 52 feet Side yard: 3 feet Rear yard: 0 feet
Minimum lot size of 3,000 square feet (Section 19.28.040)	11,680 square foot parcel.
Minimum street frontage of 30 feet (Section 19.28.050).	13th Street frontage of 100 feet.
Maximum building height of two stories or 28 feet (Section 19.28.060)	28 feet.
Open space: 300 square feet per dwelling unit	Public open space: 971 square feet Private open space: 992 square feet
Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (Section 19.50.030).	11,680 square feet total = 1,752 square feet of landscaping (15%) A 10% administrative adjustment may be given to reduce the total landscaping (175 square feet) = 1,578 square feet First floor landscaping = 1,363 square feet Second floor landscaping = 240 square feet Total = 1,603 square feet (13.7%) with 10% administrative adjustment
Required parking spaces for commercial, retail: one space for each two hundred fifty square feet of net floor area, plus one space per two employees (Section 19.48.050.I). Required parking spaces for residential dwelling units in the C-3 zone: 1.5 per dwelling unit (Section 19.48.030.C)	11 spaces including one handicapped space = one space for each two hundred fifty square feet of net floor area, plus one space per two employees (3 employee spaces) Six required spaces = 1.5 spaces per residential unit.
Freestanding sign in the C-3 zone: maximum area of 40 square feet, maximum height of eight feet and one sign per lot frontage (Section 19.52.050.B) Building signs in the C-3 zone: one square foot per lineal foot of wall face (Section 19.52.050.B)	One 40 square feet (20 square feet per sign face) sign, height of 7.6 feet Three building signs "Tenant" = 45 square feet (15 square feet each) One building sign "Braudaway Square" = 28 square feet 94 lineal feet of wall space Total building signs: 73 square feet

**Surrounding Land Use and Zoning**

North:	C-3	Vacant
South:	C-3	Commercial
East:	C-3	Commercial
West:	R-3000	Residential



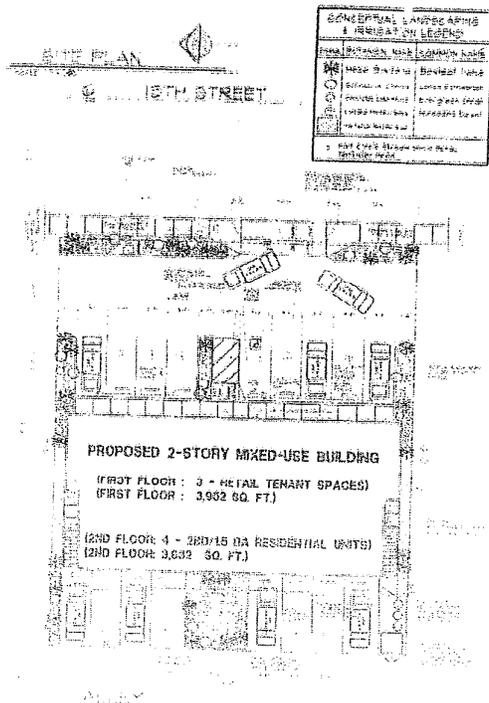
**Design Review:** This site fronts along 13th Street, a designated Design Corridor. The applicant's architect has proposed varied rooflines and architectural detailing and relief through the incorporation of building recesses and balconies. The applicant also proposes a variety of landscaping; including Boxleaf Hebe, Lemon Bottlebrush, Evergreen shrub, Spreading Sunset and "Tall Fescue" lawn grass, in front of the commercial space. Landscaping will also be located in the residential open space off the alley, along the north and south side of the building, and in planter boxes on the second floor. The overall design of the building should contribute positively in making an architectural statement along 13th Street. Many of the existing buildings in the area are older structures.

Parking for the commercial and residential units will be located in two on-site locations. The commercial retail unit is required to have 11 parking spaces including one handicapped parking space. The required handicapped space and eight spaces for the commercial space will be located in the front of the building off of 13<sup>th</sup> Street. Two parking spaces for employee parking will be located off the alley. The six parking spaces provided for the residential units are also located off the alley and access to these parking spaces is from the alley.

The trash and recycling enclosure for both the commercial space and the residential units is located behind the rear stairwell off the alley.

The commercial space will be accessible from 13th Street on the first floor. There are two doors, on the west elevation, that provide access to the trash enclosure from the middle commercial unit on the first floor. The exterior commercial units have access to the trash enclosure from doors on the north and south sides of the building respectively. The access for the residential units, via two sets of stairways on the north and south to the second floor, is from the rear of the building (alley).

The City is requiring new development to conform to the new state water quality/urban runoff requirements (SDRWQCB Order 2001-01). Plans for new development will now need to show drainage patterns to demonstrate how storm water will be directed to landscaped areas (bioswales) or to filters



MF 641 Braudaway-All Phase

- 4 -

October 8, 2003

before it is discharged into the city's storm sewers or to the beach. Prior to City Council approval, the grading and drainage plans for this project will need to show such compliance.

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

**COASTAL JURISDICTION:** The project is not located in the Coastal Zone, and, therefore, the City would not need to consider evaluating the project with respect to conformity with coastal permit findings.

**FISCAL ANALYSIS:**

The applicant has deposited \$3,500.00 in Project Account Number 261-641 to fund the processing of this application.

**DEPARTMENT RECOMMENDATION:**

Adopt DRB Resolution No. 2003-07, recommending conditional approval to the City Council of Design Review (DRC 03-10), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

---

Alia Kanani  
Assistant Planner

**Attachments:**

1. DRB Resolution No. 2003-07
2. DRB Checklist
3. Plans

c: file MF 615  
George Braudaway, P.O. Box 643, Imperial Beach, CA 91933  
Nick Aljabi Nick Aljabi, Aljabi Architecture, 9127 Grossmont Blvd., La Mesa, CA 91941  
Greg Wade, Community Development Director  
Jim Nakagawa, City Planner  
Hank Levien, Public Works Director  
Bob Ghiloni, Deputy Building Official/Fire Marshall

Return to Agenda

Attachment 1

**DRB RESOLUTION NO. 2003-07**

**A RESOLUTION OF THE DESIGN REVIEW BOARD OF  
THE CITY OF IMPERIAL BEACH, CALIFORNIA,  
RECOMMENDING APPROVAL OF A DESIGN REVIEW (DRC 03-10) FOR A MIXED-USE  
DEVELOPMENT WITH THREE RETAIL COMMERCIAL SPACES AND FOUR RESIDENTIAL  
UNITS LOCATED AT 1146 13TH STREET IN THE C-3 ZONE. MF 641**

**APPLICANT: GEORGE BRAUDAWAY (OWNER)/NICK ALJABI (ARCHITECT)**

**WHEREAS**, on October 8, 2003, the Design Review Board of the City of Imperial Beach held a duly noticed public meeting to consider the merits of approving or denying an application for Design Review (DRC 03-10) for a mixed-use development consisting of three retail commercial spaces on the first floor and four residential units above the first floor, in the C-3 (Neighborhood Commercial) Zone, on a site legally described as follows:

Lots 35, 36, 37 and 38, inclusive in Block 2 of Imperial Beach Park, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 1994, filed in the Office of the County Recorder of San Diego County, February 1, 1927; excepting therefrom the Easterly 10 feet thereof.

**WHEREAS**, the appearance of open spaces, buildings and structures visible from public streets has a material and substantial relationship to property values and the taxable value of property; and,

**WHEREAS**, many neighborhoods in other urban communities have deteriorated in the past by reason of poor planning, neglect of property, design standards and the erection of buildings and structures unsuitable to, and incompatible with, the character of the neighborhood, resulting in poor design, possible reduction of property values and the impairment of the public health, safety and welfare therein; and,

**WHEREAS**, it is the policy of the City to avoid and prevent community deterioration pursuant to the provisions of Chapter 19.83 of the City of Imperial Beach Municipal Code; and,

**WHEREAS**, this project, as designed, is subject to Design Review pursuant to Section 19.83.020.A.1.b of the City of Imperial Beach Municipal Code; and,

**WHEREAS**, the project design of a mixed-use development consisting of three retail commercial spaces on the first floor and four residential units above the first floor is compatible with other developments in the vicinity which consist of approved mixed-use development (MF 615) to the north, an upholstery shop to the south, commercial buildings to the east and a residential neighborhood to the west, and, therefore, would be consistent with Policy D-8 of the Design Element of the General Plan; and,

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

**WHEREAS**, the Design Review Board considered the consistency of the project with the Design Review Consistency Checklist, which is based upon the Design Review Manual and Design Review Guidelines adopted by the City Council on June 19, 1984, and public testimony.

**NOW, THEREFORE, IT BE RESOLVED** by the Design Review Board of the City of Imperial Beach that Design Review (DRC) 03-10 is hereby conditionally recommended for approval to the City Council, based upon the plans on file in the Community Development Department, based upon public testimony, and based upon findings and conditions of approval contained herein and the Design Review Consistency Checklist (Exhibit A).

### **CONDITIONS OF APPROVAL**

#### **A. PLANNING/BUILDING:**

1. **Drainage:** The City is requiring new development to conform to the new state water quality/urban runoff requirements (SDRWQCB Order 2001-01). Plans for new development will now need to show drainage patterns to demonstrate how storm water will be directed to landscaped areas (bioswales) or to filters before it is discharged into the city's storm sewers or to the beach. Prior to a City Council hearing, the final grading and drainage plans for this project will need to show such compliance as identified in the September 25, 2003 letter. Applicant needs to complete a Form 7-B.

#### **C. PUBLIC WORKS:**

2. Ensure that the hot water tank P.T. discharge pipes are piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01
3. Ensure that no building roof or landscape water drains are piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
4. Construct the driveway approach(es) on 13<sup>th</sup> Street to comply with Regional Standard Drawing G-14A. Sidewalk cuts must coincide with the existing sidewalk 5-foot sections. A sidewalk section cannot be cut into smaller sections. Likewise if the Curb & Gutter is to be cut in order to comply with Regional Standard Drawing G-14A, the reconstruction must not leave an existing curb and gutter section less than 9 feet in length. Note: The construction of an ADA compliant driveway approach will require a grant of easement to the City for this construction.
5. Replace 80-feet of broken curb & gutter adjacent to the project site.
6. For alley, sidewalk or curb & gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 in that, the "Area to be removed [must be] 5' or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5-feet. Where the distance from "Area to be removed", to existing

joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge or score mark.

7. Ensure constructed refuse storage enclosure is constructed in accordance with I.B.M.C. 19.74.090. Ensure trash enclosure is sized to include recycling containers as well as refuse containers.
8. Install survey monuments on northeast property line and southeast property line in or adjacent to the sidewalk. Record same with county office of records
9. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or CALTRANS Traffic Control Manual.
10. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in the street trench. Asphalt shall be AR4000 ½ mix (hot).
11. If it is necessary to cut into the alley pavement as part of this project, all concrete cuts in the alley must be replaced with #4 rebar dowels positioned every 1 foot on center. Concrete specification must be 560-C-3250. Concrete cuts must also comply with item 4 above and terminate at least 18-inches before or beyond the alley flow line.
12. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
13. Recommend applicant agree to underground all utilities in accordance with I.B.M.C. 13.08.060.
14. Advise the property owner that he/she must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant must provide the following documents to the City of Imperial Beach following before project may begin work:
  - A checklist of selected BMPs and location of the BMPs on project plans for review by the City – JURMP Form 7-B and Table 7-3.
  - Certification of intent to maintain selected BMPs – JURMP Form 7-B.
  - A Storm Water Management Plan JURMP (Form 7-B).
15. Additionally these BMP practices shall include but are not limited to: Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.

- All recyclable construction waste must be properly recycled and not disposed in the landfill.
- Water used on site must be prevented from entering the storm drain conveyance system (i.e. streets, gutters, alley, storm drain ditches, storm drain pipes).
- All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
- Erosion control - All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system

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

**D. Public Safety:**

24. 1-2A10BC extinguisher located on each entry deck of residential units clearly marked 22" X 36" attic access in each unit. Also on or near a door and at the bottom of the stairs. Smoke detectors are required in each sleeping room and in corridor leading to sleeping room. All smoke detectors shall be wired to building wiring.
25. Commercial retail—all units need to be clearly marked and visible from street and alley. 1-2A10BC extinguishers required in each unit and Knox box required near exit.
26. Residential and Commercial—Require all utilities, gas, electric and water to be individually marked per unit number. All address need to be clearly visible from street and alley.

**PASSED AND ADOPTED**, by the Design Review Board of the City of Imperial Beach at a regular meeting of the Design Review Board held this 8<sup>th</sup> day of October 2003, by the following vote to wit:

AYES:	BOARDMEMBER:
NOES:	BOARDMEMBER:
ABSTAIN:	BOARDMEMBER:
ABSENT:	BOARDMEMBER:

\_\_\_\_\_  
**SHIRLEY NAKAWATASE, CHAIR**

**ATTEST:**

\_\_\_\_\_  
**ERIK KIM-HOLMGREN**  
**COMMUNITY DEVELOPMENT SECRETARY**

**Attachment 2  
DESIGN REVIEW COMPLIANCE CHECKLIST**

Citywide Design Criteria

MF 641

Applicant: Braudaway-All Phase

Project Address: 1146 13<sup>th</sup> St.

**C = Compliance N/C = Non Compliance N/A = Not Applicable**

C	N/C	N/A
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<b>A. RELATIONSHIP OF BUILDINGS TO SITE AND SURROUNDING AREA</b>			
1. The site should be planned to accomplish a desirable transition with the streetscape, and to provide for adequate planting, pedestrian movement, and parking areas.	✓		
2. Site planning should provide landscaped setbacks in scale with buildings, an inviting streetscape, usable open space areas, and buffering between properties.	✓		
3. Parking areas should be treated with decorative elements, such as, building wall extensions, plantings, trellises, surface patterns, berms or other innovative means to largely screen parking areas from view from public ways.			✓
4. Whenever the natural or existing topography contributes to the amenity and utility of a proposed project, it should be preserved in a manner which enhances and accentuates the project. Modifications to the topography will be considered only when it can be determined that they will contribute to the amenity and utility of the project.	✓		
5. Architectural styles should be made compatible or integrated with adjacent buildings by such means as screens, site breaks, colors and materials.	✓		
6. Attractive landscape transition to surrounding properties should be provided.	✓		
7. Harmony in design elements, including texture, lines, and masses are required. Monotony shall be avoided. Contrasting design elements should be repeated where appropriate in a harmonious manner. For example, vertical elements contrast with general horizontal lines and should be used where appropriate to make a strong statement.	✓		
8. The height, bulk, mass and scale of each building should be compatible with its site and buildings expected to remain or be developed in the surrounding area. Monotony of architectural design is not encouraged.	✓		
9. A project proposed in an area deemed to be in a state of decline or blight infestation should be developed in a manner, which will establish and improve the aesthetic quality and character of the area.	✓		
<b>B. BUILDING DESIGN, COLORS, AND MATERIALS</b>			
1. Evaluation of appearance of a project shall be based on the quality of its design and relationship to existing or future surroundings. Inappropriate, incompatible designs shall be avoided.	✓		
2. Existing and proposed structures on the same project site should be architecturally and functionally integrated.			✓
3. Innovative and imaginative design and architecture should be encouraged, and inappropriate and monotonous design should be avoided.	✓		
4. Variations of building details, form, line, colors and materials, and setting	✓		

DRC 03-10

Attachment 2

Page 2 of 6

**DESIGN REVIEW COMPLIANCE CHECKLIST**

Citywide Design Criteria

MF 641

Applicant: Braudaway-All Phase

Project Address: 1146 13<sup>th</sup> St.

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should be employed to create visual interest.			
5. Monotony of design in single or multiple building projects should be avoided. Variation of detail, form, and siting should be used to provide visual interest. In multiple building projects, variable siting of individual buildings may be used to prevent a monotonous appearance. Variation in wall plan, roof line and direction, materials and color may be used to prevent a monotonous appearance in buildings. Wall plan variation is recommended to reduce scale and bulk and may often be simple provided by building projections, bay windows, and balconies. Color and landscape materials may be used to accent the variation.	✓		
6. Window trim, pop-outs, dormers, bay windows, and other features are encouraged to provide exterior variation in wall plan and materials.	✓		
7. New building components, such as windows, doors, eaves, and parapets, shall have good proportions and relationship to one another and with wall masses.	✓		
8. The architectural theme employed on a particular building should normally be executed on all exterior surfaces.	✓		
9. In any design in which the structural frame is exposed to view, materials and finishes should be selected for architectural harmony or enhancements of the theme, as well as aesthetic quality, durability, and ease of maintenance.	✓		
10. Exterior colors which are harmonious and contribute to the aesthetic quality of the project should be selected.	✓		
11. Colors shall be harmonious yet color contrast or contrasting tone is encouraged to emphasize architectural detail (see examples in Planning Department). Fluorescent paints and garish colors should be avoided.	✓		
12. Materials and colors should be varied where appropriate to provide architectural interest. However, material and color combinations should be repeated where necessary to provide contrast and harmony (visual order) to the building. The number of materials should not exceed what is required for contrast and accent or architectural features and may generally be limited to three.	✓		
13. Building materials should not stop abruptly at corners but continue from front to side elevations.	✓		
14. Parapet walls/mansard roofs should not stop at short distances on side elevations, but should continue to visually unify all building elevations, as appropriate.			✓
15. Blank walls should be avoided by the use of windows, variation of surface plan and materials, and use of shrubbery or trees as landscape screening.	✓		
16. Mechanical equipment, including solar collectors and panels, or other utility hardware on roof, ground, or buildings should be screened from public view with materials harmonious with the building, or they should be located so as not to be visible from any public ways.	✓		
17. Metal fixtures, trims, and devices, exposed to the ocean environment			✓

DRC 03-10

**Attachment 2  
DESIGN REVIEW COMPLIANCE CHECKLIST  
Citywide Design Criteria**

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MF 641

Applicant: Braudaway-All Phase

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are subject to abnormally high corrosion and are discouraged.			
18. Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of finishes and other protective measures, should be conducive to easy maintenance and upkeep.	✓		
19. Materials and finishes should be selected for their durability and wear as well as for their beauty. Property measures and devices should be incorporated for protection against the elements, neglect, damage and abuse.	✓		
<b>C. LANDSCAPE IMPROVEMENTS AND EXTERIOR LIGHTING</b> Landscape elements included in this criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns, and all visible construction except buildings and utilitarian structures.			
1. An inviting atmosphere should be created in pedestrian oriented areas through the use of landscaping, walls, fencing, seating, plazas, statues, fountains, and other design features.	✓		
2. Grades of walks, parking spaces, terraces, and other paved area should provide an inviting and stable appearance for walking and, if seating is provided, for sitting.	✓		
3. Landscape treatment should be provided to enhance architectural features, strengthen vistas and important axis, and provide shade, privacy and buffering, soften large surfaces and paved areas, and accent points of interest. Where practical, existing trees and drought tolerant plants should be preserved and included in the planning and design of the site.	✓		
4. Unity of design should be achieved by repetition of certain plant varieties and other materials, and by correlation with adjacent developments, where appropriate.	✓		
5. Plant material should be selected for interest in its structure, texture, and color and for its ultimate growth.	✓		
6. In locations where plants will be susceptible to injury by pedestrian or motor traffic, or other environmental hazards, they should be protected by appropriate curbs, tree guards, or other devices.	✓		
7. Service and storage yards, trash collection areas, exterior work areas, and other places which tend to be unsightly, should be screened by use of walls, fencing, planting, or by combinations of these.	✓		
8. In areas where general planting does not prosper, other materials such as fences, walls, trellises and pavings of wood, brick, stone, gravel, and cobbles, should be used. Carefully selected plants should be combined with such materials where possible. Materials should be harmonious with building materials.	✓		
9. All plant materials should be selected, arranged, and installed in accordance with sound horticultural and landscape architectural practices per landscape and irrigation plans.	✓		
10. Color and texture of landscape elements should be coordinated with color and texture of building materials. Coarse textures and darker or brighter colors	✓		

**DESIGN REVIEW COMPLIANCE CHECKLIST**

Citywide Design Criteria

MF 641

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may be used where appropriate to reduce perceived distance and size. Fine textures and light or greyed colors may be used for the opposite effect where appropriate.			
11. Miscellaneous structures (i.e., structures other than buildings: sign posts, railings, etc.) and street furniture located on private property should be designed to be integrated with, or harmonious with, the architectural building and landscape design proposed for the site. Materials should be durable and compatible with buildings and surroundings in color and scale.			✓
12. Exterior lighting should be designed to enhance the architecture of the building and landscape and shall be restrained in color and brightness. Light standards and fixtures shall be architecturally compatible and scaled to the buildings with consideration for energy efficiency.		✓	
<b>D. SIGN CRITERIA</b> (The same criteria applicable to wall signs shall apply to monument signs.) Project, as conditioned			
1. Signs should be designed as supportive elements to land use. They should be used primarily to identify businesses, professional offices and public and quasi-public facilities.	✓		
2. Signs should be compatible with the nature, scale, character, and design of the locale and land uses they serve.	✓		
3. Signs should be part of the architectural concept. Size, color, lettering, locations, and arrangement shall be harmonious with the building design, and shall be compatible with approved signs on adjoining buildings. Signs shall have good proportion.	✓		
4. Colors should be used harmoniously and with restraint. Lighting should be harmonious with the design. If external spot or floodlighting is used, it shall be arranged so that light source is shielded from view.	✓		
5. Identification and directory signs should manifest a high degree of artistic order and taste, as well as legibility.	✓		
6. Signs should be characterized by restraint. Where practical and practicable, artistic graphics and fine art displays should be used in lieu of "commercial" signs.	✓		
7. Signs should place considerable emphasis upon color, harmony, size, shapes, letters, materials and character.	✓		
<b>E. CIRCULATION AND PARKING</b>			
1. It is recommended that parking areas be screened from view by the use of landscaping, walls, buildings, or other innovative and decorative concepts.	✓		
2. Parking areas and trafficways should be enhanced with landscaped spaces containing trees or tree groupings which shall be adequately irrigated and maintained. Shrubs should be used only where they will not obscure vision.	✓		
3. The placement of trees in parkways or paved areas is encouraged.	✓		

DRC 03-10

**Attachment 2**  
**DESIGN REVIEW COMPLIANCE CHECKLIST**  
 Citywide Design Criteria

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MF 641

Applicant: Braudaway-All Phase

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4. Vine covered trellises should be provided where appropriate to provide shading and buffering of open parking areas, particularly where tree planting is not provided.			✓
5. Parking bays located between the building and the street should be separated from buildings by landscaped areas or protected walkways.	✓		
6. The mass of large parking areas should be improved through the employment of landscaping, textural variation, or structural interruption (i.e., walls and trellises). Variation of paving material, texture and color is recommended where pedestrian and vehicular areas overlap. The use of stamped concrete, stone, brick or granite pavers, exposed aggregate, colored concrete or other methods to divide or improve the effect of large expanses of pavement is encouraged.			✓
7. Onsite circulation shall be designed to promote adequate security, police and fire protection; and, to facilitate postal delivery, moving, trash collection and trades services.	✓		
8. The layout of offstreet parking areas and onsite circulation systems should place emphasis on: A) Convenience and proximity to the units served.	✓		
B) Safety.	✓		
C) Screening and separation of buffering from common uses areas, residential units and recreation areas.	✓		
9. Directional signs and graphics should be used to promote public safety and convenience.		✓	
10. Loading, unloading, and delivery service operations should be preplanned. Parking layouts should clearly indicate that these operations would not adversely affect customer parking or access.	✓		
11. The plans of major commercial centers shall be responsive to the physical requirements of public transportation and should provide the requisite pedestrian ways, bus stops, benches, and shelter.	✓		
12. Secure bicycle parking facilities are encouraged.			✓
13. Public or commercial parking areas should be designed for convenience and, where feasible, should be directly accessible from two streets, or a street and an alley.	✓		
14. Pedestrian ways within commercial parking areas should be protected from vehicular movements by landscaped areas, curbs, or posts.	✓		
15. In multiple family developments, it shall be considered undesirable to located off street parking areas between the buildings and the street. In cases where this design solution is utilized by the Architectural Design Review Advisory Committee, the parking areas should be screened from view. Parking shall be considered between buildings and streets where it does not detract from otherwise exceptional design and neighborhood amenities.	✓		
16. It is recommended that all parking or maneuvering areas which are perpendicular to building walls be separated by landscaped areas.	✓		

DRC 03-10

Attachment 2

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**DESIGN REVIEW COMPLIANCE CHECKLIST**

Citywide Design Criteria

MF 641

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<b>F. MULTIPLE-FAMILY RESIDENTIAL ENVIRONMENT</b>			
1. Multiple family dwelling developers should place cardinal emphasis on the protection of residential privacy. Privacy requires sensitive structural and landscaping design, and effective sound-proofing. It is also dependent upon the selection of proper building, screening, and landscaping materials.	✓		
2. The site development and design of multi-family development should be coordinated with that of existing or potential adjoining and adjacent development. The project design should be consistent with the standards of good site planning and spatial relationships.	✓		
3. The landscape of a multi-family dwelling should be oriented towards the establishment and maintenance of a high order of on and off site environmental and aesthetic quality.	✓		
4. The design of all multiple units should promote good circulation, adequate exterior lighting and noise protection. The said design should minimize hazards, and optimize energy conservation. Solar orientation should be considered to reduce heating requirements.	✓		
5. Each building site upon which a multi-family project is developed shall provide landscaping and usable open space. The space developed to landscaping may be improved with textured flooring, fountains, ponds, kiosks, and sculpture, as well as plant material.	✓		
6. Where practicable, large multi-family developments should provide a variety of building sizes and arrangements.			✓
7. Multiple-family dwelling development shall provide their residents private and/or common open space. Private open space may take the form of patios, balconies, courtyards (atria), or gardens. The establishment of game rooms, children's play areas, meeting rooms, and roof gardens should be encouraged where appropriate.	✓		
8. Usable open space required by the zoning ordinance should be distributed throughout the project site.	✓		
9. Noise effects on and from all common and private open space should be buffered by fences, walls, and/or barriers, which block the line-of-site of the noise source.	✓		
10. Indoor-outdoor integration can be promoted in projects by the use of large windows and sliding glass doors in conjunction with patios, balconies, and courtyards. The said windows and doors, however, should be effectively shuttered or draped in order to prevent substantial night-time energy losses.	✓		
11. Common open space should be provided in large areas if feasible. Large areas of open space can be imaginatively landscaped, well utilized, and economically maintained.	✓		

Return to Staff Report

**DESIGN REVIEW BOARD COMMITTEE MINUTES**  
**CITY OF IMPERIAL BEACH**  
**WEDNESDAY, October 8, 2003**  
**Council Chambers**  
**825 Imperial Beach Boulevard**  
**Imperial Beach, California**

---

**ROLL TO ORDER.** 4:15 PM, October 8, 2003

**ROLL CALL.**

PRESENT: Tom Schaaf, Emily Young, Brian Jones, Shirley Nakawatase, Troy Wilson  
ABSENT: None

STAFF PRESENT: City Planner, Jim Nakagawa; Asst. City Planner, Alia Kanani; Admin. Sec., Erik Kim-Holmgren

**ABSENT CALENDAR.**

None

**APPROVAL OF MINUTES.**

**Item #1**

Minutes for meeting date: September 10, 2003

**MOTION MADE BY SCHAAF, SECONDED BY YOUNG TO APPROVE MINUTES FOR SEPTEMBER 10, 2003**

Minutes approved for 9/10/03 by the following:

AYES: JONES, SCHAAF, YOUNG  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NAKAWATASE, WILSON

**BUSINESS FROM THE PUBLIC.**

None.

**BUSINESS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT.**

**Item #2**

**DRC 03-10: 1146 13<sup>th</sup> Street – Design Review for a mixed development with three retail commercial spaces and four residential units.**

Alia Kanani, Assistant Planner for the Community Development Department, informed the Board that this project before the Board is very similar to the one at 1126 13<sup>th</sup> Street, because it was designed by the same architect and has the same floor plan.

It will be a mixed-use project featuring three commercial retail units on the first floor and four residential units on the second floor. The developer is George Braudaway and the architect is Nick Aljabi.

After the conclusion of the staff presentation, the Board members viewed and compared the elevations and site plans of both 1126 and 1146 13<sup>th</sup> Street.

Board Member Jones asked Staff whether there are any design guidelines in the General Plan regarding buildings of the same design being next to each other.

Jim Nakagawa, Planner for the Community Development Department, responded by stating that buildings should be given unique aspects to add visual interest but should also maintain a continuity to visually blend into the surrounding neighborhood.

Discussion ensued regarding the color scheme of the building.

The meeting is open to the public.

The Board asks the applicant, George Braudaway, about his choice of colors, his choice of roofing materials and where he will store the trash dumpster.

Mr. Braudaway stated that the roof will be tile, the dumpster will be next to the neighboring property's (1126 13<sup>th</sup> Street) dumpster and that the colors will be similar to the building at 1126 13<sup>th</sup> Street so that it visually fits-in, but different enough so that it will be visually distinct.

Chair Nakawatase closed the meeting to the public and opened the discussion among DRB members.

Discussion ensued regarding the building color.

Chair Nakawatase reopens the meeting to the public.

The Board asked Mr. Braudaway for clarification on the building's colors and asked whether the applicant would be willing to change the colors.

Mr. Braudaway responded that he would be willing to change the building color.

Chair Nakawatase closed the meeting to the public and re-opened the discussion among DRB members.

Further discussion ensued regarding the building color and the signage.

The Board Members came to an agreement that the presented building wall colors and trim colors should be reversed to increase the contrast of the building.

Further discussion ensued regarding the signage.

Jim Nakagawa offered advice to the Board on the use of contrasting colors on the signs: for example light lettering on a dark background.

Discussion continued regarding the sign lettering colors.

The Board discussed the location of the trash dumpster enclosure.

The Board gave the applicant and staff direction on the sign color to stick with darker colors such as dark blue, burgundy, and dark green.

The final decision of the Board was as follows:

1. The building should be a darker tone with a lighter trim
2. The lettering on the signs should have deeper tones such as dark blue, burgundy, and dark green and will be finalized by the applicant and staff at a later time
3. The garbage enclosure will be shifted to the North so that it is adjacent to the garbage enclosure of 1126 13<sup>th</sup> Street
4. Landscaping will be planted so that it provides sufficient protection to the monument sign

**MOTION MADE BY SCHAAF, SECONDED BY YOUNG TO APPROVE PROJECT AS PRESENTED WITH STAFF'S INPUT AND REVIEW OF SIDEWALK.**

**AYES: NAKAWATASE, SCHAAF, WILSON, YOUNG, JONES**  
**NOES: NONE**  
**ABSENT: NONE**  
**ABSTAIN: NONE**

**ADDITIONAL ITEMS DISCUSSED:**

Mr. Nakawatase instructed staff to contact the owners of 1126 13<sup>th</sup> Street to let them know of the signage decision of letter colors made by the Board in regard to 1146 13<sup>th</sup> Street and that the letter should encourage the owners to adopt same standards for their project.

**JOURNMENT.** 5:45 PM

Approved

\_\_\_\_\_  
Shirley Nakawatase, DRB Chairperson

st

\_\_\_\_\_  
Kim-Holmgren, Secretary

# MF 641-1146 13<sup>th</sup> Street



**City Council  
March 2, 2005**

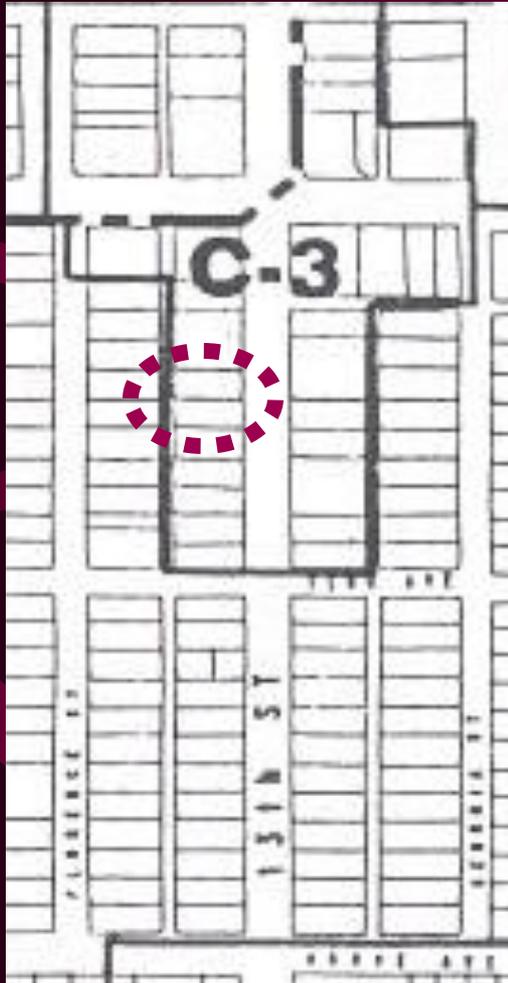
# MF 641-1146 13<sup>th</sup> Street

## Project Description:

- Conditional Use Permit (CUP 03-03), Design Review (DRC 03-10) and Site Plan Review (SPR 03-09) for a mixed-use development consisting of three retail commercial spaces on first floor and four residential units above the first floor
- Applicant/Owner: Feras “Rusty” Barghout
- Architect: Nick Aljabi



# MF 641-1146 13<sup>th</sup> Street



- **C-3 Neighborhood Commercial Zone**
- **I.B.M.C. 19.28.020 requires residential units above the first floor in the C-3 (Neighborhood Commercial) zone are subject to approval of a Conditional Use Permit**



## **Project Statistics**

- **Conditional Use Permit (CUP 03-03), Design Review (03-10) and Site Plan Review (SPR 03-09)**
- **Three retail commercial spaces on first floor**
- **Four residential units above first floor**
- **11, 680 square foot lot**
- **Similar to the Aljabi-Nona project (MF 615) at 1126 13<sup>th</sup> St. which was approved June 4, 2003 by the City Council**

# 1126 13<sup>th</sup> St. (MF 615)



**City Council approved “13<sup>th</sup> St. Market”  
on June 4, 2003**

# MF 641-1146 13<sup>th</sup> Street



Site Location-Looking West

OCT 2 2003



Looking East from the Alley

OCT 2 2003

**LARIAT**  
BAR - GRILL  
BREAKFAST  
LUNCH - DINNER  
**COCKTAILS**



Looking South

OCT 2 2003



Looking East Across 13<sup>th</sup> Street

MAR 27 2003



# MF 641-1146 13<sup>th</sup> Street

## Parking

### Commercial:

- 3, 962 square feet retail commercial space
- 11 parking spaces including one handicapped space = one space per 250 square feet of net floor area plus one space per two employees (three employee spaces)

### Residential:

- 3, 632 total square feet, four residential units
- Six residential parking spaces required = 1.5 spaces per residential units

# East Elevation



**EAST ELEVATION KEYNOTES**

1. SHOWN MATERIALS, UNLESS NOTED OTHERWISE, ARE TO BE APPLIED TO ALL EXTERIOR SURFACES UNLESS NOTED OTHERWISE. FINISHES ARE TO BE APPLIED TO ALL EXTERIOR SURFACES UNLESS NOTED OTHERWISE.
2. MATERIALS FINISHES TO BE APPLIED TO INTERIOR SURFACES ARE TO BE APPLIED TO ALL INTERIOR SURFACES UNLESS NOTED OTHERWISE.

**3146 13TH STREET — BRAUDAWAY SQUARE**

**EXTERIOR MATERIAL / COLOR LEGEND**

NUMBER / LOCATION	COLOR
① INTERIOR FLOOR FINISH — WHITE	—
② INTERIOR WALL FINISH — LIGHT GRAY / OFF-WHITE	—
③ INTERIOR CEILING — WHITE	—
④ BRICK (SEE SPEC. SHEET) — BROWN / RED	—
⑤ INTERIOR WALL FINISH — LIGHT GRAY / OFF-WHITE	—
⑥ INTERIOR WALL FINISH — LIGHT GRAY / OFF-WHITE	—

⑤ 1/2" SAND EXTERIOR STUCCO  
COLOR: WHITE  
BATCH: BSA-11

⑥ 3/8" SAND EXTERIOR STUCCO  
COLOR: PEACH  
BATCH: BSA-11

⑦ 1/2" SAND EXTERIOR STUCCO  
COLOR: WHITE  
BATCH: BSA-11

⑧ 1/2" SAND EXTERIOR STUCCO  
COLOR: WHITE  
BATCH: BSA-11

⑨ 1/2" SAND EXTERIOR STUCCO  
COLOR: WHITE  
BATCH: BSA-11

**EAST ELEVATION**

SCALE: 1/4" = 1'-0"

**WALL SIGN SPECIFICATIONS**

**TENANT "A"**

**BRAUDAWAY SQUARE**

1. SIGN SHALL BE 18" HIGH x 12" WIDE x 1/2" THICK. ALL LETTERS SHALL BE 1/2" HIGH x 1/2" WIDE x 1/2" THICK. ALL LETTERS SHALL BE 1/2" HIGH x 1/2" WIDE x 1/2" THICK. ALL LETTERS SHALL BE 1/2" HIGH x 1/2" WIDE x 1/2" THICK.

ITEM	QUANTITY	UNITS
1. SIGN	1	EA
2. LETTERS	12	EA
3. LETTERS	12	EA

0 1 2 3 4 5 6 7 8 9 10

**BRAUDAWAY SQUARE**

**EXTERIOR ELEVATIONS**

SCALE: 1/4" = 1'-0"

DATE: 11/14/2023

PROJECT: 3146 13TH STREET

ARCHITECT: ALJABI ARCHITECTURE

11400 13TH STREET, SUITE 100, DALLAS, TX 75244

TEL: (214) 343-1140

ALJABI ARCHITECTURE

11400 13TH STREET, SUITE 100, DALLAS, TX 75244

TEL: (214) 343-1140

**A3**

THIS DOCUMENT IS THE PROPERTY OF ALJABI ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ALJABI ARCHITECTURE.







## **Design Review Board Recommendation:**

**On October 8, 2003, the DRB recommended approval of the project design provided that:**

- 1. The building should be a darker tone with a lighter trim.**
- 2. The lettering on the signs should have deeper tones such as dark blue, burgundy, and dark green and will be finalized by the applicant and staff at a later time.**
- 3. The garbage enclosure will be shifted to the North so that it is adjacent to the garbage enclosure of 1126 13<sup>th</sup> Street.**
- 4. Landscaping will be planted so that it provides sufficient protection to the monument sign.**

# MF 641-1146 13<sup>th</sup> Street

## Staff Recommendation:

1. Declare the public hearing open
2. Receive public testimony
3. Close the public hearing
4. Adopt Resolution No. 2005-6114, granting conditional approval of Conditional Use Permit (CUP 03-03), Design Review (DRC 03-10) and Site Plan Review (SPR 03-09), which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.





## RESOLUTION NO. 2005-6114

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP 03-03), SITE PLAN REVIEW (SPR 03-09), AND DESIGN REVIEW (DRC 03-10) FOR A MIXED-USE DEVELOPMENT WITH THREE RETAIL COMMERCIAL SPACES AND FOUR RESIDENTIAL UNITS LOCATED AT 1146 13<sup>th</sup> STREET IN THE C-3 (NEIGHBORHOOD COMMERCIAL) ZONE. MF 641**

**WHEREAS**, on March 2, 2005, the City Council of the City of Imperial Beach held a duly advertised public hearing to consider the merits of approving or denying an application for a Conditional Use Permit (CUP 03-03), Site Plan Review (SPR 03-09), and Design Review (DRC 03-10) for a mixed-use development consisting of retail three retail commercial spaces on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, on a site legally described as follows:

Lots 35, 36, 37 and 38, inclusive in Block 2 of Imperial Beach Park, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 1994, filed in the Office of the County Recorder of San Diego County, February 1, 1927; excepting therefrom the Easterly 10 feet thereof.

**WHEREAS**, on October 8, 2003, the Design Review Board adopted DRB Resolution No. 2003-02 recommending approval of the project design; and

**WHEREAS**, the project design of a mixed-use development consisting of 3,962 square feet retail commercial space on the first floor and four residential units totaling 3,632 square feet above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, is compatible with other developments in the vicinity which consist of a mixed-use development to the north, an upholstery shop to the south, commercial buildings to the east and a residential neighborhood to the west, and, therefore, would be consistent with Policy D-8 (Project Design) of the Design Element of the General Plan; and,

**WHEREAS**, the City Council finds that the project is in substantial compliance with Policy L-4g of the Land Use Element of the General Plan, which promotes Thirteenth Street Commercial Areas (C-3) for pedestrian-oriented commercial uses that serve the neighborhood; and

**WHEREAS**, the City Council finds that the project is consistent with the C-3 (Neighborhood Commercial) Zone of the Zoning Ordinance, which promotes the local neighborhood demand for commercial goods and services; and

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

**WHEREAS**, the City Council considered the information contained in the staff reports on this case and public testimony received on this case; and

**WHEREAS**, at the close of said meeting on March 2, 2005, a motion was duly made and seconded to approve Conditional Use Permit (CUP 03-03), Site Plan Review (SPR 03-09), and Design Review (DRC 03-10) for a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, based upon the following findings and subject to the conditions of approval contained herein.

**CONDITIONAL USE FINDINGS:**

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

In the C-3 (Neighborhood Commercial) Zone, the intent of the zone is to promote the local neighborhood demand for commercial goods and services such as markets, professional offices, personal services, restaurants and hardware stores (IBMC 19.28.010). This project will provide additional retail commercial space in this area of 13<sup>th</sup> Street to meet the demands for goods in the surrounding neighborhood. This project will also provide additional housing, four units with off street parking, to meet the current housing demand. Also, the development of this project may encourage revitalization of the existing area, development of the nearby vacant lots and increase patronage to the surrounding businesses. Development of this project on a vacant lot may also decrease the amount of problems, such as vandalism and crime, associated with the vacant lots in the neighborhood.

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

The proposed development, a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. In the Conditions of Approval, specific conditions have been set forth by the Community Development Department and the Public Works Department to mitigate the concerns such a development project may create.

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

The proposed use will comply with the regulations and conditions specified in the title for such use and for other permitted uses in C-3 (Neighborhood Commercial) zone. The specific conditions that have been set forth by the Community Development Department will ensure that granting of the Conditional Use Permit will achieve compliance with zoning regulations.

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

The granting of the conditional use permit for a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, will be in harmony with the purpose and intent of the zoning code (IBMC 19.82.040.D), the adopted general plan. The site is not within the coastal zone. The following list of specific conditions of approval set forth by the Community Development Department and the Public Works Department will ensure that the granting of the Conditional Use Permit will achieve compliance.

**SITE PLAN REVIEW FINDINGS:**

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

The applicant proposes a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, that would not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity. The project proposes parking for the commercial and residential units will be located in two on-site locations. The commercial retail unit is required to have eleven parking spaces including one handicapped parking space. The required handicapped space and eight spaces for the commercial space will be located in the front of the building off of 13<sup>th</sup> Street. Two parking spaces for employee parking will be located off the alley. The six parking spaces provided for the residential units are also located off the alley and access to these parking spaces is from the alley. In the Conditions of Approval, specific conditions have been set forth by the Community Development Department and the Public Works Department to mitigate the concerns such a development project may create.

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

The proposed mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street is consistent with the C-3 (Neighborhood Commercial) zone, which promotes the local neighborhood demand for commercial goods and services.

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

The subject site is in the "Neighborhood Commercial" zone, which encompasses 13<sup>th</sup> Street from Ebony Avenue to the north and Fern Avenue to the south. "Neighborhood Commercial" also encompasses Imperial Beach Boulevard. from Florence Street on the west to Georgia Street on the east. Within this area, commercial and residential uses vary in character, bulk, and scale. The proposed project is compatible with the established commercial and residential uses.

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

This site fronts along 13<sup>th</sup> Street. The adjacent property to the north is a newly complete a mixed-use development, "13<sup>th</sup> Street Market," an upholstery shop to the south, commercial buildings to the east and a residential neighborhood to the west. Directly across 13<sup>th</sup> Street from the site are a liquor store, The Office Club bar and a resale business. Across from the alley is a residential neighborhood zoned R-3000 (Two-Family Residential). The project has varied rooflines and architectural detailing and relief through the incorporation of building recesses. The applicant also proposes a variety of landscaping; including Boxleaf Hebe, Lemon Bottlebrush, Evergreen shrub, Spreading Sunset and "Tall Fescue" lawn grass, in front of the commercial space. Landscaping will

also be located in the residential open space off the alley and along the north and south side of the building as proposed by the architect in the revised landscaping plans submitted on July 8, 2004. The overall design of the building should contribute positively in making an architectural statement along 13<sup>th</sup> Street. Many of the existing buildings in the area are older structures. The project shall properly orient the proposed structures to streets, driveways, sunlight, wind and other adjacent structures and uses in a harmonious manner.

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

The project is a mixed-use development with a retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone. The combination and relationship of the commercial office space in relation to the residential units on the site is properly integrated.

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

Parking access is from both 13<sup>th</sup> Street and the alley behind 13<sup>th</sup> Street. The commercial parking will be located in the front of the building off of 13<sup>th</sup> Street with employee parking off of the alley. The parking provided for the residential units is also located off the alley and access to these parking spaces is from the alley. The parking design will not create any undue traffic problems.

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

The project is subject to compliance with the zoning requirements per Chapter 19.28 of the City of Imperial Beach Municipal Code, titled "Neighborhood Commercial (C-3) Zone." A Conditional Use Permit is required for residential development above the first floor at a maximum density of one unit per every thousand square feet of lot area and interim parking pursuant to Section 19.28.020.A.3. The parking for the project will be provided in two on-site locations, off 13<sup>th</sup> Street for the retail commercial unit and off the alley for the employee parking and residential units. Site Plan approval by the City Council is required per Section 19.28.020.D. Design Review is required per Section 19.83.020.A.3.

**DESIGN REVIEW FINDINGS:**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that an application for Conditional Use Permit (CUP 03-03), Site Plan Review (SPR 03-09), and Design Review (DRC 03-10) for a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone, is hereby approved by the City Council of the City of Imperial Beach subject to the following:

**CONDITIONS OF APPROVAL:**

**A. PLANNING:**

1. The City is requiring new development to conform to the new state water quality/urban runoff requirements (SDRWQCB Order 2001-01). Plans for new development will now need to show drainage patterns to demonstrate how storm water will be directed to landscaped areas (bioswales) or to filters before it is discharged into the city's storm sewers or to the beach.
2. All catch basin subdrains shall be deepened to reach the area of percolation as identified in the soils report.
3. Filter fabric shall be applied around the 18" perforated pipe in the catch basin subdrain.
4. Owner must enter into and provide proof of post-construction (BMPs) maintenance agreement for all catch basin filters and subdrains.
5. Final drainage for the balconies shall comply with SUSMP requirements.
6. Owner shall record a mutual access and parking agreement in concert with the master plans of the adjacent parcels and subject to approval of the City.
7. The 30-inch retaining wall shall be made of a material coordinated in color with the building in either stucco or split face block.
8. The trash enclosure shall be made of the same/similar materials and designed in accordance with the trash enclosure for the mixed-use project at 1126 13<sup>th</sup> Street (MF 615).
9. Residential units (particularly those facing east) shall have soundproof windows such as double-pane windows.
10. Applicant must comply with building/structural changes identified and revised in plans for in the mixed-use project at 1126 13<sup>th</sup> Street (MF615), if applicable to this project. These changes must be reflected in the plans prior to submittal for building permits.
11. Ensure that the proposed monument sign is located out of the public right-of-way.
12. Replace the landscaping proposed in second story planter boxes to the rear yard (ground level) as shown in the revised plans submitted by the architect on July 08, 2004.
13. The building should be a darker tone with a lighter trim.
14. The lettering on the signs should have deeper tones such as dark blue, burgundy, and dark green and will be finalized by the applicant and staff at a later time.
15. The garbage enclosure will be shifted to the North so that it is adjacent to the garbage enclosure of 1126 13<sup>th</sup> Street.
16. Landscaping will be planted so that it provides sufficient protection to the monument sign.

17. Approval of Conditional Use Permit (CUP 03-03), Site Plan Review (SPR 03-09), and Design Review (DRC 03-10) for a mixed-use development consisting of retail commercial space on the first floor and four residential units above the first floor at 1146 13<sup>th</sup> Street, in the C-3 (Neighborhood Commercial) Zone is valid for one year from the date of final action to expire on March 2, 2006. The applicant or applicant's representative shall read, understand, and accept the conditions listed herein and shall, within 30 days, return a signed statement accepting said conditions.

18. All negative balances in the project account (261-641) shall be paid prior to building permit issuance and final inspection.

**B. BUILDING:**

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

**C. PUBLIC SAFETY:**

20. Address must be clearly visible with 6" high numbers and with ¾" stroke on contrasting background.

21. 1-2A10BC extinguisher located on each entry deck of residential units clearly marked 22" x 36" attic access in each unit. Also on or near a door and at the bottom of the stairs. Smoke detectors are required in each sleeping room and in corridor leading to sleeping room. All smoke detectors shall be wired to building wiring.

22. Commercial retail – all units need to be clearly marked and visible from street and alley. 1-2A10BC extinguishers required in each unit and Knox box required near exit.

23. Residential and Commercial – Require all utilities, gas, electric and water to be individually marked per unit number. All address need to be clearly visible from street and alley.

**PUBLIC WORKS:**

24. Ensure that the hot water tank P.T. discharge pipes are piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01

25. Ensure that no building roof or landscape water drains are piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.

26. Construct the driveway approach(es) on 13<sup>th</sup> Street to comply with Regional Standard Drawing G-14A. Sidewalk cuts must coincide with the existing sidewalk five-foot sections. A sidewalk section cannot be cut into smaller sections. Likewise if the curb and gutter is to be cut in order to comply with Regional Standard Drawing G-14A, the reconstruction must not leave an existing curb and gutter section less than 9 feet in length. Note: The construction of an ADA compliant driveway approach will require a grant of easement to the City for this construction.

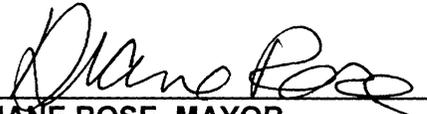
27. Replace 80 feet of broken curb and gutter adjacent to the project site.
28. For alley, sidewalk or curb and gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 in that, the "Area to be removed [must be] 5 feet or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5 feet. Where the distance from "Area to be removed" to existing joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge, or score mark.
29. Ensure constructed refuse storage enclosure is constructed in accordance with I.B.M.C. 19.74.090. Ensure trash enclosure is sized to include recycling containers as well as refuse containers.
30. Install survey monuments on northeast property line and southeast property line in or adjacent to the sidewalk. Record same with county office of records.
31. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or Caltrans Traffic Control Manual.
32. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in the street trench. Asphalt shall be AR4000 ½ mix (hot).
33. If it is necessary to cut into the alley pavement as part of this project, all concrete cuts in the alley must be replaced with #4 rebar dowels positioned every 1 foot on center. Concrete specification must be 560-C-3250. Concrete cuts must also comply with Item No. 4 above and terminate at least 18 inches before or beyond the alley flow line.
34. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
35. Recommend applicant agree to underground all utilities in accordance with I.B.M.C. 13.08.060.
36. Advise the property owner that he/she must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant must provide the following documents to the City of Imperial Beach following before project may begin work:
  - A checklist of selected BMPs and location of the BMPs on project plans for review by the City (JURMP Form 7-B and Table 7-3).
  - Certification of intent to maintain selected BMPs (JURMP Form 7-B).
  - A Storm Water Management Plan JURMP (Form 7-B).

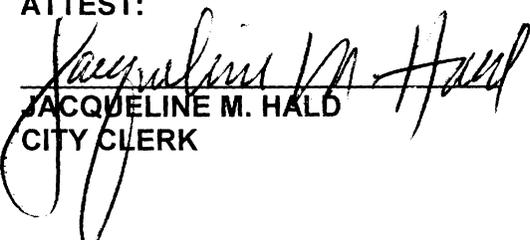
37. Additionally, these BMP practices shall include but are not limited to: Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.
- All recyclable construction waste must be properly recycled and not disposed in the landfill.
  - Water used on site must be prevented from entering the storm drain conveyance system (i.e., streets, gutters, alley, storm drain ditches, storm drain pipes).
  - All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.
  - Erosion control – All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system
38. Advise the property owner that as of January 1, 2000, any disposal/transportation of solid waste/construction waste in roll-off containers must be contracted through EDCO Disposal Corporation unless the hauling capability exists integral to the prime contractor performing the work.

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

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 2<sup>nd</sup> day of March 2005, by the following roll call vote:

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

  
DIANE ROSE, MAYOR

**ATTEST:**  
  
JACQUELINE M. HALD  
CITY CLERK

**PUBLIC HEARINGS (6.4)**

**6.4 FIVE-YEAR IMPLEMENTATION PLAN ADOPTION, ADOPTION OF REDEVELOPMENT AGENCY RESOLUTION NO. R-05-65. (0640-80)**

MAYOR ROSE declared the public hearing open.

CITY MANAGER BROWN introduced the item.

WALTER FREEMAN, representing South Bay Union School District submitted a letter for the record a meeting between the City and Dr. Patrick Pettit, Superintendent.

**MOTION BY ROSE, SECOND BY JANNEY, TO CONTINUE THE PUBLIC HEARING TO THE ADJOURNED REGULAR MEETING OF MARCH 14, 2005. MOTION CARRIED UNANIMOUSLY.**

**REPORTS (7.1)**

**7.1 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS BUDGET FOR FISCAL YEARS 2004/2005 THROUGH 2008/2009. (0330-35)**

**MOTION BY ROSE, SECOND BY JANNEY, TO CONTINUE THE REPORT TO THE ADJOURNED REGULAR MEETING OF MARCH 14, 2005. MOTION CARRIED UNANIMOUSLY.**

**ORDINANCES - SECOND READING & ADOPTION (4.1 - 4.2)**

**4.1 AN ORDINANCE AMENDING ORDINANCE NO. 92-865 RELATING TO BUSINESS FEE SCHEDULE. (0390-55)**

Item was continued to the adjourned regular meeting of March 14, 2005 by prior Council action.

**WRITTEN COMMUNICATIONS (5)**

None.

**PUBLIC HEARINGS (6.1 - 6.5)**

**6.1 FERAS "RUSTY" BARGHOUT (APPLICANT/PROPERTY OWNER)/NICK ALJABI (ARCHITECT); CONDITIONAL USE PERMIT (CUP 03-03), DESIGN REVIEW (DRC 03-10), SITE PLAN REVIEW (SPR 03-09) FOR A MIXED DEVELOPMENT WITH THREE RETAIL COMMERCIAL SPACES AND FOUR RESIDENTIAL UNITS LOCATED AT 1146 13<sup>th</sup> STREET, IN THE C-3 (NEIGHBORHOOD COMMERCIAL) ZONE. MF 641. (0600-20)**

MAYOR ROSE declared the public hearing open.

CITY MANAGER BROWN introduced the item.

ASSISTANT CITY PLANNER KANANI gave a PowerPoint presentation on the item; she reported that City Planner Nakagawa had drafted an agreement that would allow for the removal of a wall and also allow for the sharing of the parking lot with the adjacent property.

MAYOR PRO TEM JANNEY encouraged staff to monitor the signage for the property.

RUSTY BARGHOUT, applicant, responded to concerns of Council regarding the commercial and residential spaces.

ASSISTANT CITY PLANNER KANANI reported that the Design Review Board's recommendations were not included in the resolution.

CITY CLERK HALD announced no speaker slips were submitted.

**MOTION BY ROSE, SECOND BY WINTER, TO CLOSE THE PUBLIC HEARING. MOTION CARRIED UNANIMOUSLY.**

**MOTION BY ROSE, SECOND BY JANNEY, TO ADOPT RESOLUTION NO. 2005-6114, GRANTING CONDITIONAL APPROVAL OF CONDITIONAL USE PERMIT (CUP 03-03), DESIGN REVIEW (DRC 03-10) AND SITE PLAN REVIEW (SPR 03-09), WHICH MAKES THE NECESSARY FINDINGS AND PROVIDES CONDITIONS OF APPROVAL IN COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS, AND STATING THE REQUIREMENTS WITH THE ADDED CONDITIONS OF THE DESIGN REVIEW BOARD. MOTION CARRIED UNANIMOUSLY.**

**6.2 1365 SEACOAST CONDOMINIUMS; TENTATIVE MAP (TM 04-147) AND COASTAL PERMIT (ACP 04-146) FOR THE PROPOSED CONVERSION OF 14 RESIDENTIAL UNITS TO CONDOMINIUM OWNERSHIP AT 1365 SEACOAST DR., IN THE R-1500 (HIGH DENSITY RESIDENTIAL) ZONE. OWNER: TRACY MEHKI, SAND AND SEA CAPITAL, INC./APPLICANT MALCOLM DAVIES, SAND AND SEA CAPITAL, INC. MF 744. (0600-20)**

COUNCILMEMBER MCLEAN stated he had a potential conflict of interest on the item as he owns property within 500 feet of the project, and he left Council Chambers at 9:50 p.m.

MAYOR ROSE declared the public open.

CITY MANAGER BROWN introduced the item.

ASSISTANT CITY PLANNER KANANI gave a PowerPoint presentation on the item; she stated that the applicant has proposed one-hour firewalls between the laundry room and building.

TRACY MEHKI, applicant, stated she just learned about the firewalls requirement that will take effect with the new ordinance and she will install a hardwired smoke detector system.

MAYOR ROSE commended Ms. Mehki for installing the hardwired monitors although they are not required.

The City of  
Imperial  
Beach

(619) 628-1356  
FAX: (619) 429-9770

COMMUNITY DEVELOPMENT DEPARTMENT  
825 IMPERIAL BEACH BOULEVARD • IMPERIAL BEACH, CALIFORNIA 91932



CITY OF IMPERIAL BEACH  
ACCEPTANCE OF CONDITIONS  
AFFIDAVIT

The undersigned deposes and says:  
I, Sam BARGHOUT, am the owner(s), or the authorized agent of the owner(s), of the property involved in Case Number/Project Address: M.F. 641 (CUP 03-03/DRC 03-10/SPR 03-09) at 1146 13<sup>TH</sup> STREET, Imperial Beach, California.

I further state that I have read, understand and accept, and will comply with all the conditions of approval as set forth in the Letter or Resolution of Approval, dated March 2, 2005.

I am also aware that if any of the provisions of this approval are violated or held to be invalid, or any law, statute or ordinance is violated, the approval shall be null and void and the privileges granted thereunder shall lapse.

Signed this 31<sup>ST</sup> day of MAY, 2005 at City/County SAN DIEGO CALIFORNIA State:

Signed: [Signature]  
Mailing Address:  
1851 GALVESTON STREET  
SAN DIEGO, CA 92110  
Telephone: 619-417-5682 or 619-454-2504

State of California

SS.

County of San Diego

On this 31<sup>ST</sup> day of May, in the year 05, before me Sahar Barghout, the undersigned Notary Public, personally appeared Sam Barghout, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is (~~are~~) subscribed to this instrument, and acknowledged that he (~~she/they~~) executed it.

WITNESS my hand and official seal.

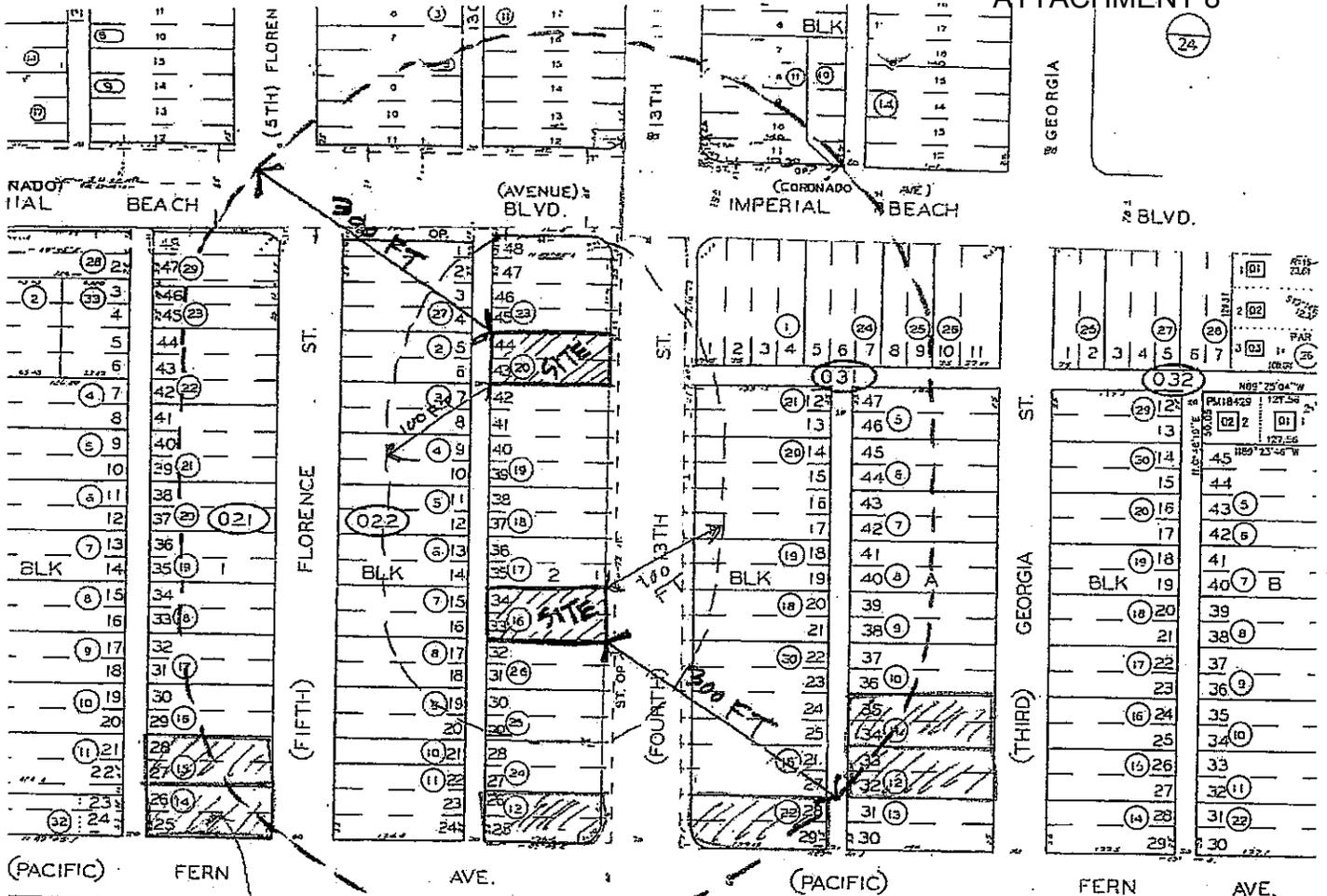
[Signature]  
Notary Signature

L.S.









FOR PURPOSES ONLY. NO LIABILITY IS  
 A SHOWN. ASSESSOR'S PARCELS  
 SIGN OF BUILDING ORDINANCES.

MAP 199  
 FOR PURPOSES ONLY. NO LIABILITY IS  
 THE DATA SHOWN. ASSESSOR'S PARCELS  
 SUBDIVISION OR BUILDING ORDINANCES.

MAP 199

ADDITIONALLY:  
 Need These owners names  
 EIGHT  
 (ALL HATCHED in Red)





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:** JUNE 3, 2009  
**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, DIRECTOR  
GERARD E. SELBY, REDEVELOPMENT COORDINATOR  
**SUBJECT:** CLEAN AND GREEN PROGRAM – UPDATE

**BACKGROUND**

The Imperial Beach Redevelopment Agency (“Agency”) requested a review of the Clean and Green Program Guidelines (Attachment I). The following provides a synopsis of the program. The Clean and Green Program (“Program”) is a rehabilitation loan program reserved for qualified low and moderate income single-family homeowners. The Program provides loans up to \$30,000 for energy and water Conservation, exterior (aesthetic), and Interior Health & Safety improvements including accessibility improvements to aid mobility of seniors and the disabled. There is no repayment of the loan if the owner retains ownership of the property. Also, the loan is amortized over fifteen (15) years. To qualify for the Program, a single-family homeowner’s income cannot exceed 120% of the area median income, adjusted by family size, as determined by the U.S. Department of Housing Urban Development (“HUD”). Each year the area median income adjusted by family size is revised by HUD each year. The following table lists the 2008 income limits by family size for the program.

<b><i>Low/Moderate Income</i></b>	<b><i>Gross Annual Income*</i></b>
<i>1 Person</i>	<i>\$60,500</i>
<i>2 Persons</i>	<i>\$69,200</i>
<i>3 Persons</i>	<i>\$77,900</i>
<i>4 Persons</i>	<i>\$86,500</i>
<i>5 Persons or More</i>	<i>\$93,400</i>

\*These income caps are based on the Department of Housing and Urban Development (HUD) 2008 median incomes. These income limits are subject to change annually.

Initially, the program provided a budget of \$180,000 for six applicants. In July 2008 the initial pilot program was reviewed and staff reported that the program resulted in substantial improvements to homes. In September 2008, Staff returned to the Redevelopment Agency Board with a recommendation to fund the program and provide additional funding to the Program budget. The Agency Board voted unanimously to add \$960,000 to the Program budget for a total budget of \$1,140,000.

The following is an overview of the specific functions and staff's implementation of the Program:

#### Public Outreach

In January 2008, the Clean and Green program was advertised in the Eagle and Times newspaper. In response to this advertisement, along with a subsequent story in the Eagle and Times, eight applications were distributed. Since the initial advertisement and article in the Eagle and Times, the Agency continued to receive applications on a regular basis. Most of the applicants have indicated that they heard of the program through friends or neighbors. The merits of the Clean and Green program have been disseminated almost exclusively by "word of mouth" recommendations.

#### Process and Procedures

The Program guidelines and application (Attachment 1) are available on-line and a hard copy can be obtained either by mail, email or in-person request. A single-family homeowner must submit an application and must provide proof of their household income. The Program requires that the applicant provide a copy of the prior year's income tax return. All applicants are informed that there is a waiting list and that acceptance into the Program is based on qualifications and availability of funding. The applicants are placed on a waiting list in order of their submittal date.

As staff completes projects, applicants are moved from the Waiting List to an Active List. Staff checks the information received by homeowner with a preliminary title report and with "Dataquick" for a property history report. To qualify for the program, an applicant's income must be below the income level for their family size, the property must be in the applicant's name; and the property must be the legal residence of the homeowner. Based on title report and Dataquick information, staff makes a determination that the Homeowner is financially sound and does not appear to be at risk of losing their property. Staff also checks on the eligibility of the improvements. If they are eligible, the applicant is then informed they are tentatively accepted into the Program.

The Applicant is then required to sign a Loan Agreement. The Applicant is responsible for the solicitation of the approved improvements and is encouraged to solicit bids for the proposed improvements. The Applicant is responsible for obtaining all permits. Staff reviews the bids and confirms that the bids are within the acceptable range of current market prices. All improvements are inspected and confirmed by staff for actual completion. After all the improvements have been completed, the applicant is required to sign a "Promissory Note Secured by Deed of Trust", a "Deed of Trust" and a "Note of Default". The Deed of Trust and the Note of Default are recorded with County of San Diego.

Again, the repayment of the loan is forgiven, if the applicant retains title to the property for a period of fifteen (15) years. However, the sale or transfer of the property's title within the 15 year period would result in the repayment of the loan balance.

**DISCUSSION**

The Program has completed 19 Loan Agreements. The Program currently has 37 applications with 12 active and 25 on the waiting list. The type of improvements allowed by the Program can be categorized as: energy and water conservation, aesthetic, and health & safety. There were 53 improvements installed in the 19 completed Loan Agreements, 66% of which were energy conservation related (Photovoltaic, Windows, Water Heater, HVAC, Insulation, & Doors/Weatherization), 9% were Water Conservation related (Xeriscape & Low Flow Toilets), and 25% were Aesthetic/Health & Safety related (Roof, Clean-up, Fence, & other).

**ENVIRONMENTAL IMPACT**

This is not a project as defined by CEQA. However, when implemented, it is expected that these projects will have a beneficial impact to the environment and to energy conservation efforts.

**FISCAL IMPACT**

The following is the current financial status of the Program Budget:

Original Pilot Program		\$180,000
Amendment (September 2006)		<u>\$960,000</u>
	Subtotal	\$1,140,000
Paid to Date		<u>\$705,546</u>
Remaining Balance		\$434,454

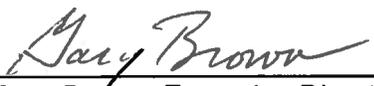
There are approximately twelve (12) of the twenty-five (25) applicants on the waiting list that currently cannot be funded through the program. The funds needed are approximately \$420,000. The exact amount cannot be determined until the final expenditures for the projects on the active and waiting list are known.

**DEPARTMENT RECOMMENDATION**

Staff recommends that the Redevelopment Agency review and comment on the guidelines.

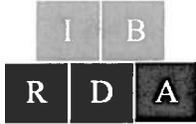
**EXECUTIVE DIRECTOR'S RECOMMENDATION:**

Approve Agency recommendation.

  
\_\_\_\_\_  
Gary Brown, Executive Director

Attachments:

- 1. Clean & Green Guidelines and Application



Imperial Beach  
Redevelopment Agency

## CLEAN AND GREEN Program Guidelines

### I. PROGRAM DESCRIPTION

The Clean and Green Program (“Program”) provides zero interest deferred payment loans for very low, low and moderate-income individuals and families to improve energy and water efficiency, health and safety, and/or enhance the physical appearance of their home and property.

The loans are available to owner-occupants of single-family detached homes and manufactured homes on private lots. The loan is forgiven on a pro-rata basis for each year of residency. If the owner-occupant remains in the home for less than 15 years, the loan is forgiven, on a pro-rata basis, for each year of residency with balance due upon the sale, transfer to a new owner or lease to a tenant.

- a. **Single Family Homes** – Assistance is available to owner-occupants of single-family attached and detached homes, and manufactured homes on private lots. The program offers zero interest loans up to \$30,000 per eligible household.
- b. **Deed of Trust** – A recorded Deed of Trust on the housing unit will be used to secure payment.
- c. **Loan Repayment** – The Imperial Beach Redevelopment Agency (“Agency”) receives the full loan repayment upon the property’s lease, sale, refinance, or transfer to a new owner. The loan is forgiven on a pro-rata basis for each year of residency, if the owner-occupant remains in the housing unit for a period of 15 years. If the owner-occupant remains in the home for less than 15 years, the loan is forgiven, on a pro-rata basis, for each year of residency with balance due upon the lease sale, refinance or transfer to a new owner.

### II. ELIGIBLE APPLICANT

Assistance from the Program is available only to persons who:

1. Are of legal age and have the capacity to competently enter into financial and contractual agreements.
2. Reside in and own the property located in the City of Imperial Beach (“City”).

3. Have income that does not exceed 120% of the area median income, adjusted by family size, as determined by the U.S. Department of HUD.

<b>Low/Moderate Income</b>	<b>Annual Income*</b>
1 Person	<\$60,500
2 Persons	<\$69,200
3 Persons	<\$77,900
4 Persons	<\$86,500
5 Persons or More	<\$93,400

These income caps are based on the Department of Housing and Urban Development (HUD) 2008 median incomes. These income limits are subject to change annually.

4. Agree to comply with any and all applicable permit, code and other regulations of the City and the Agency.

Property owned by a Trust is eligible to participate in the program (At least one of the trustees must reside in the home). All trustees must sign all the appropriate documentation. The income of all beneficiaries is used to determine income eligibility. Transfer of an assisted property into a trust would not automatically trigger any repayment.

### **III. DETERMINATION OF ADJUSTED GROSS INCOME**

In calculating adjusted gross income, all income of the applicant and other household members eighteen years of age or older, and not full-time students, will be considered as follows:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses, and other compensation for personal services;
2. The net income from an operation of a business or profession, as calculated by averaging the net income manifested by their Federal income taxes for the past three years;
3. Interest, dividends, and other net income of any kind from real or personal property (where the family assets are in excess of \$5,000, excluding property adjusted gross income shall include the greater of the actual income derived from all assets or percentage of such assets based on the current passbook savings rate);
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
5. Payment in lieu of earnings, such as unemployment, worker's compensation, severance pay, welfare assistance (NOTE: Such payments may be excluded by the lending institution providing the first

mortgage, for purposes of underwriting, but shall be included in eligibility determinations for this program);

6. Periodic and determinable allowances, such as alimony and child support payment, and regular contributions or gifts received from persons not residing in the dwelling to the extent that such payments are reasonably expected to continue;
7. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the family, spouse, or other person whose dependents are residing in the unit;
8. Any earned income tax credit to the extent it exceeds income tax liability;
9. Any other income that must be reported for Federal and State income tax purposes; and
10. Gross Self-employed income, as reported on Schedule C, IRS 1040.

#### **IV. ELIGIBLE IMPROVEMENTS**

- Replacement of roofing (except tile), repair/replacement of windows, doors and door locks, and fencing (except chain link and must be in the front yard setback).
- Interior work such as plumbing, inadequate or inefficient heating/cooling systems, water heaters, heat pumps, and electrical wiring.
- Weatherization and energy conservation elements such as insulation, caulking, and weather stripping.
- The replacement of turf lawn with water efficient (xeriscape) landscaping (front yard and/or side yard of corner lots)
- Irrigation with the replacement of turf (front yard and/or side yard of corner lots)
- Solar Energy Equipment including photovoltaics
- Solar Water Heaters
- Clean-up and removal of trash or debris from property
- Accessibility retrofits

## **V. INELIGIBLE IMPROVEMENTS**

Examples of ineligible improvements include, but are not limited to the following:

1. Repair, purchase or installation of kitchen appliances, sinks, counter tops, or cabinets.
2. Repair, purchase or installation of bathroom fixtures (except Low-Flow Toilets).
3. Recreational items such as barbecues, bathhouses, greenhouses, swimming pools, saunas, television antennae, tennis courts.
4. Luxury items such as burglar alarms, burglar protection bars, dumbwaiters, kennels, murals, awnings, patios, decks and storage sheds/workshops.
5. Other items as deemed ineligible by the Executive Director or designated representative.
6. Chain Link Fencing

## **VI. PROGRAM CONDITIONS**

Both the Agency and the applicant will adhere to certain conditions as follows:

### **IMPERIAL BEACH REDEVELOPMENT AGENCY**

1. The Agency will comply with the Fair Credit Reporting Act that stipulates and guarantees the applicant's privacy and right to have all information regarding the loan transaction kept in a confidential manner.
2. The Agency will not discriminate upon the basis of sex, age, race, creed, color, class, national origin, sexual orientation or ancestry in the awarding of financial assistance.

### **APPLICANT**

1. The applicant will allow inspections by the Agency of the property to be renovated for compliance with the Building Standards of the City of Imperial Beach.
2. The applicant will not allow any Agency Staff member who exercises any function of responsibility in connection with the administration of the Program, to have any interest, direct or indirect, in the proceeds of the loan, or in any contract entered into by the applicant for the performance of work financed, in whole or in part, with the proceeds of the loan.
3. In the event that the applicant fails to adhere to the conditions and restrictions contained within the Program Conditions or provides false

information, the Agency reserves the right to terminate the individual's participation in the loan and demand full repayment of the loan.

## **VII. PROGRAM PROCEDURES**

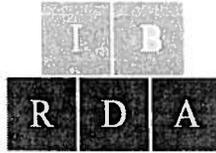
1. The Program Administrator will provide an application to homeowner requesting assistance.
2. The Program Administrator will establish a file for each applicant and determine eligibility by reviewing income and household size.
3. The Program Administrator will order the preparation of all necessary loan documents which include:
  - Promissory Note
  - Deed of Trust (real property)
  - Truth-in-Lending Statement
  - Request for Notice
  - Rescission Notice
4. If the applicant is not eligible, Program Administrator so notes disposition and notifies interested applicant of finding in writing. Application is filed under Ineligible Projects.
5. The Program Administrator coordinates a site visit to document eligible improvements.
6. Energy Efficiency improvements will require an energy audit to be conducted. The Program Administrator will work with San Diego Gas & Electric to coordinate the energy audit or work with a consultant to conduct an energy audit.
7. Applicant is provided with Work Write-up to include:
  - Scope of work
  - Construction method
  - Quantity
  - Quality
  - Location
  - Work Schedule
8. The Program Administrator solicits and reviews bids to determine cost reasonableness and compliance with Program requirements.
9. The Program Administrator schedules and conducts the loan closing.
10. The Program Administrator schedules and conducts the pre-construction meeting at a designated location.

11. Upon completion of the loan closing, the necessary documents are sent to the appropriate recording entity.
12. The Program Administrator coordinates job site visits to verify that the progress of the work.
13. The Program Administrator processes the request for payment.
14. The Program Administrator will seek to recover any rebate or matching funds provided by any government entity and/or utility.
15. Upon completion, a Notice of Completion is delivered to the owner and contractor.

#### **VIII. PROGRAM ADMINISTRATION**

- A. The Executive Director or designee will administer the Program and be the Program Administrator.
- B. In the event of any disputes arising under the program, the Homeowner, contractor and any other party will submit a written letter detailing the nature of the complaint to the Executive Director for resolution of this dispute.

#### **IX. PROGRAM APPLICATION – Attachment A**



*Imperial Beach  
Redevelopment Agency*

## Clean and Green Program

### APPLICATION

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_  
Imperial Beach, CA 91932

Daytime Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Evening Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Please check the appropriate box for your total gross household income and Income Size:**

Household Size	X	Income	X
1 Person		<\$60,500	
2 Persons		<\$69,200	
3 Persons		<\$77,900	
4 Persons		<\$86,500	
5 Persons or More		<\$93,400	

**Please circle the appropriate answer:**

Have you received a notice of Violation from a City of Imperial Beach Code Enforcement Officer?      Yes      No

What improvements to your home would you like assistance in completing?

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