



A G E N D A

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



NOVEMBER 16, 2011

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

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

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

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

CLOSED SESSION CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Govt. Code section 54956.9 (b)(3)(A) (1 case)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

- a. Property: 735 Palm Ave., Imperial Beach, CA 91932, APN 626-250-03
Agency Negotiator: City Manager and City Attorney
Negotiating Parties: Sudberry Properties, Inc.
Under Negotiation: Instruction to Negotiator will concern price and terms of payment
- b. Property: 741 Palm Ave., Imperial Beach, CA 91932, APN 626-250-04
Agency Negotiator: City Manager and City Attorney
Negotiating Parties: Sudberry Properties, Inc.
Under Negotiation: Instruction to Negotiator will concern price and terms of payment
- c. Property: 761-779 Palm Ave., Imperial Beach, CA 91932, APN 626-250-05
Agency Negotiator: City Manager and City Attorney
Negotiating Parties: Sudberry Properties, Inc.
Under Negotiation: Instruction to Negotiator will concern price and terms of payment

Continued on Next Page

Any writings or documents provided to a majority of the City Council/RDA/Planning Commission/Public Financing Authority/Housing 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.

CLOSED SESSION (Continued)

- d. Property: 739 & 743 8th Street and 801-849 Palm Ave., Imperial Beach, CA 91932, APN 626-250-06
Agency Negotiator: City Manager and City Attorney
Negotiating Parties: Sudberry Properties, Inc.
Under Negotiation: Instruction to Negotiator will concern price and terms of payment

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

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

COMMUNICATIONS FROM CITY STAFF

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

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.4) - *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 October 5, 2011.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 79333 through 79417 with a subtotal amount of \$364,467.35 and Payroll Checks 44263 through 44291 for the pay period ending October 20, 2011 for the subtotal amount of \$154,231.12 for a total amount of \$518,698.47.

2.3 LOCAL APPOINTMENT LIST. (0460-45)

City Manager's Recommendation: That the City Council approve the Local Appointments List in compliance with Government Code §54972, and designate the Imperial Beach Branch Library (the public library with the largest service population within its jurisdiction) to receive a copy of the list in compliance with Government Code §54973.

2.4 RESOLUTION NO. 2011-7114 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SOUTHWESTERN COLLEGE FOR THE PURPOSE OF CONTINUING THE MARINE SAFETY SERVICE TRAINING PROGRAM. (0220-10)

City Manager's Recommendation: Adopt resolution.

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

3.1 ORDINANCE NO. 2011-1123 AND RESOLUTION OF INTENTION 2011-7118 RELATING TO SECOND TIER RETIREMENT BENEFITS FOR ALL EMPLOYEE GROUPS. (0540-95)

City Manager's Recommendation:

1. Consider adoption of Resolution No. 2011-7118 APPROVING THE CITY'S INTENTION TO AMEND ITS CALPERS CONTRACT IN ORDER TO ADD SECOND TIER PLANS FOR ALL EMPLOYEES;
2. Mayor calls for the first reading of the title of Ordinance No. 2011-1123;
3. City Clerk to read title of Ordinance No. 2011-1123 "AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM"; and
4. Motion to waive further reading and dispense introduction 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 AT&T MOBILITY (APPLICANT)/SILVER STRAND PLAZA, LLC (PROPERTY OWNER); ADMINISTRATIVE COASTAL PERMIT (ACP 110008), CONDITIONAL USE PERMIT (CUP 110009), DESIGN REVIEW CASE (DRC 110010), AND SITE PLAN REVIEW (SPR 110011) FOR A MODIFICATION TO AN EXISTING WIRELESS FACILITY ON THE ROOF OF A COMMERCIAL BUILDING LOCATED AT 600 PALM AVENUE (APN 625-140-14-00 AND 625-140-21-00) IN THE C-1 (GENERAL COMMERCIAL) ZONE. MF 1068. (0600-20 & 0800-50)

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive public testimony;
3. Close the public hearing;
4. Consider adoption of Resolution No. 2011-7115, approving Administrative Coastal Permit (ACP 110008), Conditional Use Permit (CUP 110009), Design Review Case (DRC 110010), and Site Plan Review (SPR 110011) which makes the necessary findings and provides conditions of approval in compliance with local and state requirements; and
5. If the partial screen is preferred, then modify condition #1 of Resolution 2011-7115 to approve the plans and photo simulations dated May 11, 2011 (partial screen design).

REPORTS (6.1-6.8)

6.1 PROPOSED BOY SCOUTS OF AMERICA EAGLE PROJECT PRESENTATION. (0720-35)

City Manager's Recommendation:

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

Continued on Next Page

REPORTS (Continued)

6.2* REPORT ON PORT DISTRICT ACTIVITIES FROM PORT COMMISSIONER MALCOLM. (0150-70)

City Manager's Recommendation: That the City Council receive the report on Port District activities and provide comment and input as necessary.

*No staff report.

6.3 SEACOAST DRIVE – ECONOMIC OPPORTUNITIES AND PROPOSED WORK PLAN. (0620-20)

City Manager's Recommendation: That the City Council receive the report and provide comments and direction to staff.

6.4 SOLICITATION OF PROJECTS FOR THE SAN DIEGO UNIFIED PORT DISTRICT'S FISCAL YEAR 2014-2018 CAPITAL IMPROVEMENT PROGRAM. (0150-70)

City Manager's Recommendation: That the City Council receive the report along with additional information to be provided prior to the meeting and provide input and direction to staff on proposed projects to be submitted to the Port for consideration and/or inclusion in the Port's FY 2014-2018 CIP.

6.5 REQUEST FOR PROPOSALS FOR AFFORDABLE HOUSING DEVELOPMENT AT 10TH STREET & DONAX AVENUE. (0660-10)

City Manager's Recommendation: That the Authority receive the report, provide direction and input to staff, and authorize the issuance of a Request for Proposals for Affordable Housing Development in Imperial Beach at the 10th Street and Donax Avenue site.

6.6 RESOLUTION NO. 2011-7117 APPROVING A SEWAGE TRANSPORTATION AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND CITY OF IMPERIAL BEACH DATED MARCH 2011. (0620-75)

City Manager's Recommendation: Adopt resolution.

6.7 RESOLUTION NO. 2011-7113 AUTHORIZING APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH REGARDING THE CONTRIBUTION OF \$1 MILLION OF FUNDING TOWARDS THE REGIONAL BEACH SAND PROJECT II. (0150-70 & 0220-70)

City Manager's Recommendation: Adopt resolution.

6.8 RESOLUTION NO. 2011-7116 AWARDED CONTRACT FOR STREET IMPROVEMENTS, RDA, PHASE 3B PROJECT (CIP S04-108). (0720-25)

City Manager's Recommendation:

1. Receive report;
2. Authorize the execution of a contract with the lowest responsive bidder; and
3. Adopt Resolution No. 2011-7116 authorizing the City Manager to execute a construction contract and purchase order with the lowest responsive bidder in the amount bid by the lowest responsive bidder.

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.

/s/
Jacqueline M. Hald, MMC
City Clerk

DRAFT

MINUTES

ITEM NO. 2.1

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

OCTOBER 5, 2011

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

***CLOSED SESSION MEETING – 5:15 P.M.
REGULAR MEETING – 6:00 P.M.***

CALL TO ORDER

MAYOR JANNEY called the Closed Session Meeting to order at 5:15 p.m.

ROLL CALL

Councilmembers present: Spriggs, Bragg, King
Councilmembers absent: None
Mayor present: Janney
Mayor Pro Tem present: Bilbray
Staff present: City Manager Brown; City Attorney Lyon; City Clerk Hald

CLOSED SESSION

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADJOURN TO CLOSED SESSION UNDER:

1. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(b)(1) (1 case)

2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code §54956.9(c) (1 case)

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code §54957

Title: City Manager

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8:

Property: Unimproved site of 1.15 acres with a paved Class I bike path, Imperial Beach, CA 91932, APN 616-021-10

Agency Negotiator: City Manager and City Attorney

Negotiating Parties: San Diego County Regional Airport Authority

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

MOTION CARRIED UNANIMOUSLY.

MAYOR JANNEY adjourned the meeting to Closed Session at 5:16 p.m. and he reconvened the meeting to Open Session at 6:00 p.m.

Reporting out of Closed Session, CITY ATTORNEY LYON announced City Council considered Closed Session Items 1 through 4, direction was given and no reportable action was taken on all four items.

REGULAR MEETING CALL TO ORDER

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

ROLL CALL BY CITY CLERK

Councilmembers present:	Spriggs, Bragg, King
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	Bilbray
Staff present:	City Manager Brown; City Attorney Lyon; 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

COUNCILMEMBER KING reported on his recent attendance at the South County Economic Development Council Annual Summit Meeting where he sat on a panel of elected officials and spoke about the dissolution of redevelopment agencies by the state of California; he also reported on the South County Economic Development Council meeting where Supervisor Cox spoke about the state of California's plan to shift state prisoners to the local prison system.

COUNCILMEMBER BRAGG reported on her attendance at the MTS Accessible Services Advisory Committee meeting where they discussed drafting an ordinance to address accessibility issues due to riders using carts/carriages that block access, she asked for a report back to the committee on what happened during the recent countywide black out and for policies and procedures for trolley and bus riders in the event of another blackout; she reported on her attendance at the League of California Cities Annual Conference in San Francisco; and she attended the SANDAG Board meeting where there was a presentation on the draft 2050 Regional Transportation Plan.

COUNCILMEMBER SPRIGGS reported on his attendance at the League of California Cities Annual Conference where he attended informative sessions and had the opportunity to meet other representatives to discuss common problems facing small cities; and he asked staff to address the concerns raised by the community relating to the demolition of the buildings located at 9th Street and Palm Ave.

MAYOR JANNEY announced MTS unveiled new trolley cars that will provide better access to passengers.

COMMUNICATIONS FROM CITY STAFF

In response to Councilmember Spriggs, CITY MANAGER BROWN stated that several e-mails in support for the demolition were received and that the following steps will take place to address demolition concerns: installation of a fence (with a mesh screen) to capture dust, watering down of the site twice a day during the demolition, installation of rat traps, and demolition limited to the hours of 7:00 a.m. to 5:00 p.m.

PUBLIC COMMENT

WILLIAM KALEB stated that he is able to donate his time to community service.

RICHARD PILGRIM inquired about the status of ecotourism marketing for Imperial Beach, reminded City Council of the potential economic impact ecotourism can have on the local community and he submitted a copy of his transcript for the record.

JUNE ENGEL recognized the Fire Department for hosting the Local Heroes Story Time; she reported on a presentation she gave on the LSTA Grant Program in San Jose; and she announced the upcoming Annual Costume Contest and presentation on disaster preparedness by the CERT Team.

CLAUDIA VALENZUELA, Public Affairs Manager for SDG&E, gave an update report on the recent countywide blackout and encouraged everyone to have an emergency plan in place in the event of another emergency.

COUNCILMEMBER SPRIGGS encouraged residents to obtain battery powered radios to stay informed during an emergency.

MARCUS BOYD requested that the City Council revisit the medical marijuana issue; he spoke in support for regulating, not banning, safe access; and he recommended formation of a task force to allow input from the local community.

WILLIAM PERNO, Co-Founder of People Against Spice (synthetic drugs) Sales; announced a Community Forum will be held on October 20th; he spoke about the dangers of using synthetic drugs and the need for awareness, education and outreach on the threat synthetic drugs bring to communities; and he stated that the cities of Chula Vista and National City are considering ordinances that ban these type of drugs.

PRESENTATIONS (1.1-1.2)

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

MAYOR JANNEY, along with MARCO TOPETE of EDCO, presented the Recycle All-Star Award Certificate, \$100 check and other premiums to Eugene Bondoch.

1.2* PRESENTATION OF PROCLAMATION IN RECOGNITION OF FIRE PREVENTION MONTH. (0410-30)

MAYOR JANNEY presented a proclamation to Public Safety Director Clark.

FIREFIGHTER/PARAMEDIC HIDALGO spoke about the events that will take place during Fire Prevention Month and she announced the Fire Station Open House is scheduled for Saturday, October 8th.

CONSENT CALENDAR (2.1-2.5)

MAYOR JANNEY announced Last Minute Agenda Information was submitted for Item No. 2.3:

- Corrected Page 4 of the FY 2011-13 Salary & Compensation Plan
- Corrected Page 7 of the FY 2011-13 Salary & Compensation Plan

MAYOR PRO TEM BILBRAY announced that he would abstain from voting on Item No. 2.1 as he did not attend one of the meetings.

MOTION BY BILBRAY, SECOND BY KING, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.2 THROUGH 2.5. MOTION CARRIED UNANIMOUSLY.

WITH REGARD TO ITEM NO. 2.1, MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: KING, BRAGG, SPRIGGS, JANNEY
NOES: COUNCILMEMBERS: NONE
ABSTAIN: COUNCILMEMBERS: BILBRAY

Concerning Item No. 2.3, MAYOR JANNEY thanked staff for negotiating with the City in good faith.

2.1 MINUTES.

Approved the minutes of the Regular City Council Meeting August 17, 2011 and the Special meeting of August 24, 2011.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 78957 through 79176 with the subtotal amount of \$1,757,455.12 and Payroll Checks 44138 through 44168 for the pay period ending 08/25/11, Payroll Checks 44169 through 44200 for pay period ending 09/08/11 and Payroll Checks 44201 through 44232 for pay period ending 09/22/11 for a subtotal amount of \$513,544.31, for a total amount of \$2,270,999.43.

2.3 RESOLUTION NO. 2011-7088 APPROVING THE FISCAL YEAR 2011-12 AND FISCAL YEAR 2012-13 SALARY AND COMPENSATION PLAN FOR ALL EMPLOYEES AND RECOGNIZING THOSE CLASSIFICATIONS REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC AND THE IMPERIAL BEACH FIREFIGHTERS ASSOCIATION. (0520-75)

Adopted resolution.

2.4 RESOLUTION NO. 2011-7087 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE CITY'S MISCELLANEOUS CLASSIFIED SERVICE/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 221, CTW, CLC. (0540-20)

Adopted resolution.

2.5 ADOPT RESOLUTION NO. 2011-7089 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION LOCAL 4692. (0540-20)

Adopted resolution.

ORDINANCES – INTRODUCTION/FIRST READING/PUBLIC HEARING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1-5.5)

5.1 CONSIDER FINAL APPROVAL OF THE IMPERIAL BEACH BUSINESS IMPROVEMENT DISTRICT ANNUAL REPORT AND AUTHORIZE THE LEVYING OF THE 2011/2012 FISCAL YEAR ASSESSMENT FOR THE DISTRICT PURSUANT TO THE PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989. (0465-20)

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 BILBRAY, TO ADOPT RESOLUTION NO. 2011-7096 APPROVING THE REPORT FROM THE BID ADVISORY BOARD FOR FY 2010-2011 AND THE BUDGET AND PROPOSED ACTIVITIES FOR FY 2011/2012 AND LEVYING THE ASSESSMENT FOR PROPERTIES WITHIN THE BID FOR FY 2011/2012. MOTION CARRIED UNANIMOUSLY.

5.2 HITZKE CONSULTING (APPLICANT)/AMERICAN LEGION POST, BARBARA JACOBS (PROPERTY OWNER); ADMINISTRATIVE COASTAL PERMIT (ACP 110016), CONDITIONAL USE PERMIT (CUP 110017), DESIGN REVIEW (DRC 110018), SITE PLAN REVIEW (110019), AND TENTATIVE PARCEL MAP (TPM 110020) FOR THE DEMOLITION OF A SINGLE FAMILY RESIDENCE, 6 ATTACHED RESIDENTIAL UNITS, AND AMERICAN LEGION POST, AND CONSTRUCTION OF A NEW MIXED-USE PROJECT THAT WOULD PROVIDE 30 RESIDENTIAL UNITS (29 AFFORDABLE UNITS, 1 MANAGER UNIT) AND 3,600 SQUARE FOOT AMERICAN LEGION POST AT 1252 1268 PALM AVENUE AND 655 FLORENCE STREET (APNS 626-242-09-00, 626-242-23-00, 626-242-24-00). MF 1072. (0640-20)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

ASSOCIATE PLANNER FOLTZ gave a Power Point presentation on the proposed project.

COMMUNITY DEVELOPMENT DIRECTOR WADE gave a Power Point presentation on the new air lots.

PAUL SLATINSKY, Post Commander for the American Legion, spoke in support for the project.

MAYOR JANNEY closed the public hearing.

With regard to the type of trees to be planted, City Council spoke in support for the following:

- Palm trees planted along Palm Ave. should be consistent with the types of Palm trees planted along Old Palm Ave.; and
- Staff to determine the type of tree to be planted along Florence Street (of the four types presented, avoid the Southern Magnolia Tree).

MOTION BY BRAGG, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2011-7098 APPROVING ADMINISTRATIVE COASTAL PERMIT (110016), CONDITIONAL USE PERMIT (CUP 110017), DESIGN REVIEW CASE (DRC 110018), SITE PLAN REVIEW (SPR 110019), AND TENTATIVE PARCEL MAP (TPM 110020) WHICH MAKES THE NECESSARY FINDINGS AND PROVIDES CONDITIONS OF APPROVAL IN COMPLIANCE WITH LOCAL AND STATE REQUIREMENTS. MOTION CARRIED UNANIMOUSLY.

5.3 NUISANCE ABATEMENT – ADOPTION OF RESOLUTION NO. 2011-7097 FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 741 HICKORY COURT IS APPROPRIATE AND AUTHORIZING STAFF TO CONTINUE TO MONITOR THE PROPERTY FOR COMPLIANCE WITH THE IMPERIAL BEACH MUNICIPAL CODE, AND TO RECORD A NOTICE OF VIOLATION WITH THE OFFICE OF THE COUNTY RECORDER. (0470-20)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE reported on the case; he announced the following revised recommendation was submitted as last minute agenda information: that the civil penalties that have accrued be held in abeyance, to issue and record a notice of violation on the property and to continue to monitor the property for compliance; he spoke about the lack of response by the property owner to the notice of violations and administrative citations.

DONNA MUSIC submitted photos showing the work on the roof has been completed; she stated that she has limited access to the home; she questioned what is left to be repaired; and she questioned why there was an \$11,000 lien on the property tax bill.

COMMUNITY DEVELOPMENT DIRECTOR WADE reviewed the history of the case noting that the notice of violation and subsequent administrative citations were not responded to by the property owner and that each notice and citation alerts the property owner of the possibility of a lien being placed on the property; the violations accrued a late payment penalty of 25% for a total of \$11,610.00 and the notice of lien was sent to the owner prior to placement of the lien on the property; he further stated that the City Manager has the ability to reduce the fines to no less than \$1,000 if the violations have been abated; and he stressed that the property owner has not applied for the required building permit nor made contact with the City.

MAYOR JANNEY closed the public hearing.

COMMUNITY DEVELOPMENT DIRECTOR WADE stated that the property owner needs contact the City in order to obtain a permit and noted that staff continues to receive complaints on the property.

CITY MANAGER BROWN encouraged Ms. Music to contact Mr. Wade to discuss the matter and to abate the violations on the property before he can consider a reduction of the fines.

COUNCILMEMBER BRAGG urged Ms. Music to meet with staff.

MOTION BY BILBRAY, SECOND BY KING, TO ADOPT RESOLUTION NO. 2011-7097 FINDING AND DECLARING THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S) IS APPROPRIATE, DETERMINING THAT THE CONDITIONS EXIST WHICH CONSTITUTE SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS, ORDERING THE ABATEMENT OF SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS, AND AUTHORIZING THE CITY MANAGER OR CITY MANAGER'S DESIGNEE TO CONTINUE TO MONITOR THE PROPERTY FOR COMPLIANCE WITH THE IMPERIAL BEACH MUNICIPAL CODE, AND TO RECORD A NOTICE OF VIOLATION WITH THE OFFICE OF THE COUNTY RECORDER. MOTION CARRIED UNANIMOUSLY.

5.4 RESOLUTION NO. 2011-7091 ABATEMENT OF SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S) AT 1257 EAST LANE. (0470-20)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

CODE COMPLIANCE OFFICER GARCIAS gave a Power Point presentation on the item.

JOHN PALMER complained about the code enforcement process.

MAYOR JANNEY closed the public hearing.

MOTION BY BRAGG, SECOND BY JANNEY, TO ADOPT RESOLUTION NO. 2011-7091 FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 1257 EAST LANE IS APPROPRIATE AND ASSESSING A \$500.00 ADMINISTRATIVE FEE FOR NUISANCE ABATEMENT PROCEEDINGS AND \$12,600.00 IN ACCRUED CIVIL PENALTIES, AND AUTHORIZE STAFF TO OBTAIN AN INSPECTION WARRANT TO DETERMINE CONDITIONS INSIDE THE PROPERTY, AND SEEK LEGAL ACTION TO EITHER COMPEL THE PROPERTY OWNER TO CLEAN UP THE PROPERTY OR TO OBTAIN AN ABATEMENT WARRANT TO CAUSE THE ABATEMENT TO BE COMPLETED BY CITY FORCES OR PRIVATE CONTRACT. MOTION CALLED UNANIMOUSLY.

5.5 RESOLUTION NO. 2011-7094 REQUESTING ALLOCATION OF THE FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH THE COUNTY OF SAN DIEGO. (0650-34)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN reported on the item.

CITY CLERK HALD announced no speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

MOTION BY JANNEY, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2011-7094 WHICH APPROVES THE SUBMITTAL OF CDBG APPLICATION FOR THE 5TH STREET AND IMPERIAL BEACH BOULEVARD CROSSWALK PROJECT AND AUTHORIZES THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE USE OF CDBG FUNDS FOR THE 5TH STREET AND IMPERIAL BEACH BOULEVARD CROSSWALK PROJECT. MOTION CARRIED UNANIMOUSLY.

REPORTS (6.1-6.5)

6.1 QUARTERLY UPDATE REPORT ON THE REDEVELOPMENT OF THE SEACOAST INN HOTEL. (0660-43)

COUNCILMEMBER BRAGG announced she had a potential conflict of interest on the item due to the location of a previous place of employment and left Council Chambers at 8:21 p.m.

ALLISON ROLFE, Project Manager for Pacifica Companies, gave an update report stating that the September 14th concrete pour was successful and had no complaints, she announced another concrete pour is scheduled for October 31st, steel will be erected on November 21st and the grand opening is scheduled for September 2012.

COUNCILMEMBER KING requested that the concrete pour not take place on October 31st as he was concerned for the safety of children celebrating Halloween.

COUNCILMEMBER SPRIGGS encouraged Ms. Rolfe to attend the upcoming City Council workshop meeting where there will be a discussion on priorities for Seacoast Drive in order to capture economic opportunities.

MS. ROLFE reaffirmed their support for a mutual collaboration with the City; she noted that the marketing team will not be in place until 3 months prior to the opening of the hotel; there is an understanding that the hotel will require unique marketing; and she stated that she would provide staff with the details on the next concrete pour.

COMMUNITY DEVELOPMENT DIRECTOR WADE reported that staff continues to meet with the construction management team on a bi-weekly basis; and stated the plans for the street end have not been submitted to the Port but he was assured that the plans would be submitted by the end of the month.

6.2 RESOLUTION NO. 2011-7095 RATIFYING SCHOOL RESOURCE OFFICER CONTRACT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT. (0260-10)

CITY MANAGER BROWN reported on the item.

COUNCILMEMBER BRAGG expressed concern about losing the school resource officer next year and questioned what measures will be taken to prevent it from happening.

PUBLIC SAFETY DIRECTOR CLARK responded that staff will be meeting with the Principal and the Sheriff to discuss the matter.

COUNCILMEMBER SPRIGGS suggested to staff to explore possible solutions such as those that were brought up at the League of California Cities Annual Conference including a creative use of volunteers and looking at other models for how the school can be served in different ways (i.e. educational function as opposed to enforcement function).

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2011-7095 RATIFYING SCHOOL RESOURCE OFFICER CONTRACT WITH SWEETWATER UNION HIGH SCHOOL DISTRICT. MOTION CARRIED UNANIMOUSLY.

6.3 RESOLUTION NO. 2011-7092 AWARDDING TRAFFIC ENGINEER SERVICES CONTRACT TO KOA CORPORATION. (0750-05)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a Power Point presentation showing a list of initial projects requiring traffic engineer services, he reviewed the process for selecting the engineer, he stressed that the decision process was objective and there was consistency across the board with all applicants.

In response to Councilmember King's request for staff to consider the services of SANDAG for City projects, CITY MANAGER BROWN stated that a meeting has been scheduled for next week with SANDAG staff to discuss this matter.

COUNCILMEMBER BRAGG questioned if the consultants will take a look at the signal lights at 9th Street & Palm Ave.

MAYOR PRO TEM BILBRAY reminded staff of the need to comply with AB 32 relating to green house gas emissions.

COMMUNITY DEVELOPMENT DIRECTOR WADE stated that anything done will have to comply with the standards of state legislation; staff has asked the engineer to redesign the crosswalk and the signalization of the intersection which are subject to CALTRANS approval.

COUNCILMEMBER BRAGG asked staff to consider installation of crosswalk buttons that emit sound.

MAYOR JANNEY asked staff to have KOA look at the timing of the lights and crosswalk issues on Palm Ave.

COUNCILMEMBER SPRIGGS expressed concern about CO2 emissions of idling cars due to the timing of signals; he encouraged staff to obtain current data on traffic flows and stoppages.

MOTION BY BILBRAY, SECOND BY KING, TO ADOPT RESOLUTION NO. 2011-7092 AWARDDING TRAFFIC ENGINEER SERVICES CONTRACT TO KOA CORPORATION. MOTION CARRIED UNANIMOUSLY.

6.4 RESOLUTION 2011-7093 AWARDDING SEWER ENGINEER SERVICES CONTRACT TO TRAN CONSULTING ENGINEERS. (0830-05)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN responded to questions of Council regarding the difference in rates for sewer engineers compared to the traffic engineers.

**MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ADOPT RESOLUTION 2011-7093
AWARDING SEWER ENGINEER SERVICES CONTRACT TO TRAN CONSULTING
ENGINEERS. MOTION CARRIED UNANIMOUSLY.**

**6.5 PROCLAMATION FOR TIJUANA RIVER ACTION MONTH – OCTOBER 2011.
(0410-30 & 0770-87)**

ENVIRONMENTAL PROGRAM MANGER HELMER gave a report on the item and spoke about the numerous activities that will be happening this month.

ADJOURNMENT

Mayor Janney adjourned the meeting at 9:16 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, MMC
City Clerk



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
 FROM: GARY BROWN, CITY MANAGER
 MEETING DATE: November 16, 2011
 ORIGINATING DEPT.: Michael McGrane
 Finance Director
 SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

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

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
79333-79378	10/28/11	\$ 267,046.24
79379-79417	11/03/11	97,421.11
	Sub-Total	\$ <u>364,467.35</u>

PAYROLL CHECKS:

44263-44291	P.P.E. 10/20/11	\$ 154,231.12
		\$ <u>154,231.12</u>
	TOTAL	\$ <u>518,698.47</u>

FISCAL IMPACT:

Warrants are issued from budgeted funds.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Warrant Registers

PREPARED 11/07/2011, 9:51:53
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 10/28/2011 TO 11/03/2011

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT	
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT		
10/28/2011 503-1923-419.20-06	79333 09/30/2011	ACOM SOLUTIONS, INC	799	11/01/11-10/31/12	SOFTWARE	0168493-IN	120381	03/2012 595.00 595.00
10/28/2011 101-6010-451.21-04	79334 10/08/2011	ADT SECURITY SERVICES, INC.	103	NOV 2011		57229621	120227	04/2012 85.32 85.32
10/28/2011 202-5016-531.20-06	79335 10/17/2011	ATP GENERAL ENGINEERING CONTRA	2315	IB STREET IMPRVMENTS-RETEN		1059RET	110873	04/2012 91,410.23 91,410.23
10/28/2011 601-5060-436.28-01	79336 10/06/2011	BARRETT ENGINEERED PUMPS	356	IMPELLER KITS		077949	120238	04/2012 3,167.20 3,167.20
10/28/2011 501-1921-419.28-16 501-1921-419.28-16	79337 09/20/2011 09/20/2011	BOYCE INDUSTRIES INC	486	FUEL FILTER/CK VALVE KIT PACKING EXCHANGE KIT		54307 54307A	120017 F12026	03/2012 03/2012 234.73 202.73 32.00
10/28/2011 101-3030-423.27-02 601-5060-436.27-02	79338 10/11/2011 10/11/2011	CALIFORNIA AMERICAN WATER	612	05-0155019-8 09/01-10/04 05-0505362-9 09/02-10/04		10-31-2011 10-31-2011		03/2012 03/2012 258.00 20.43 237.57
10/28/2011 503-1923-419.20-06 503-1923-419.20-06	79339 09/28/2011 10/07/2011	CDW GOVERNMENT INC	725	RADIOS ANTS D SOFTWARE RENEWAL		ZVB8197 ZXG0763	120085 120085	03/2012 04/2012 1,324.86 502.16 822.70
10/28/2011 101-6020-452.30-02	79340 10/06/2011	COMMERCIAL LANDSCAPE SUPPLY	944	PARKS STOCK ORDER		174572	120018	04/2012 73.02 73.02
10/28/2011 503-1923-419.20-06	79341 09/30/2011	CORODATA MEDIA STORAGE, INC.	2334	SEP 2011 MEDIA STORAGE		DS1246112	120105	03/2012 129.63 129.63
10/28/2011 101-3010-421.21-04	79342 10/18/2011	COUNTY OF SAN DIEGO	1055	SEPT 2011 PARKING PENALTY		09/11		04/2012 3,034.00 3,034.00
10/28/2011 101-0000-221.01-02	79343 10/11/2011	COUNTY RECORDER	1818	NOE-AMERICAN LEGION MIXED		MF 1072		04/2012 50.00 50.00
10/28/2011 101-6010-451.29-04	79344 10/15/2011	COX COMMUNICATIONS	1073	10/13-11/12 3110015531401		11-03-2011	120188	04/2012 125.89 125.89
10/28/2011 101-1110-412.20-06 405-1260-413.20-06 502-1922-419.20-06	79345 10/20/2011 10/20/2011 10/20/2011	DKC ASSOCIATES, INC.	2187	09/06/11-10/20/11 09/06/11-10/20/11 09/06/11-10/20/11		233 233 233	120117 120117 120117	04/2012 04/2012 04/2012 3,860.00 1,312.40 1,273.80 1,273.80
10/28/2011 501-1921-419.30-02 101-5010-431.30-02 101-6020-452.30-02 101-6040-454.30-02	79346 09/26/2011 10/12/2011 10/13/2011 10/19/2011	FASTENAL	909	NUTS/BOLTS-STOCK SCREWS/LAGS/NUTS/BOLTS SCREWS GRINDING DISCS		CACHU25610 CACHU25836 CACHU25852 CACHU25898	120019 120019 120019 120019	03/2012 04/2012 04/2012 04/2012 431.98 224.21 190.12 6.08 11.57

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10/28/2011 101-5000-532.20-06	79347 10/14/2011	FEDERAL EXPRESS CORP.	911	10/05/11-ADVANTAGE ENVIRO	7-661-57983	120239 04/2012	29.48 29.48
10/28/2011 503-1923-419.20-06	79348 09/30/2011	GTC SYSTEMS INC	1910	09/07/11 CONSULTING SVCS	32351	120396 03/2012	97.50 97.50
10/28/2011 248-1920-519.20-06	79349 10/13/2011	HARLAN CONSTRUCTION	2074	C&G-965 HOLLY AVE	10-13-2011	120459 04/2012	3,151.00 3,151.00
10/28/2011 101-1130-412.20-06	79350 10/04/2011	HORIZON HEALTH EAP	90	OCT 2011	44905	120097 04/2012	415.83 415.83
10/28/2011 101-0000-209.01-08	79351 10/27/2011	I B FIREFIGHTERS ASSOCIATION	214	PPE 10/20/2011	20111027	04/2012	216.50 216.50
10/28/2011 101-0000-209.01-10	79352 10/27/2011	ICMA RETIREMENT TRUST 457	242	PPE 10/20/2011	20111027	04/2012	5,489.60 5,489.60
10/28/2011 101-1920-419.29-01 101-1920-419.29-01	79353 10/20/2011 10/20/2011	JOHN FRENCH	534	TUITION REIMBURSEMENT TUITION REIMBURSEMENT	2011/2012 FRENC 2011/2012 FRENC	120230 04/2012 120230 04/2012	1,200.00 600.00 600.00
10/28/2011 101-3030-423.25-03	79354 07/28/2011	JULIANNE CHARLAND	1963	REIMBUSE SUNGLASS	508708	04/2012	90.00 90.00
10/28/2011 101-0000-221.01-03	79355 10/24/2011	KARAN FITCH	2	DEPOSIT REFUND -MV RENTAL	1258	04/2012	550.00 550.00
10/28/2011 101-3010-421.20-06 101-3020-422.20-06 101-3070-427.20-06	79356 10/09/2011 10/09/2011 10/09/2011	KIM A MIKHAEL	1680	09/21/11 PKNG ADMIN HRNG 09/21-2ND LEVEL ADMIN CIT 09/21/11 ADMIN CIT APPEAL	10-09-2011 10-09-2011A 10-09-2011	120397 04/2012 F12025 04/2012 F12024 04/2012	395.00 125.00 135.00 135.00
10/28/2011 101-1910-419.21-04 101-1910-419.21-04 101-1910-419.21-04 101-1910-419.21-04 101-1910-419.21-04 101-1910-419.21-04 101-1910-419.21-04 101-1910-419.21-04 101-5000-532.20-06	79357 09/08/2011 09/08/2011 09/08/2011 09/09/2011 09/20/2011 09/20/2011 09/21/2011 09/21/2011	LLOYD PEST CONTROL	814	SEP 2011-CITY HALL SEP 2011-FIRE DEPT SEP 2011-SHERIFF DEPT SEP 2011-MARINA VISTA CTR SEP 2011-SPORTS PARK SEP 2011-PUBLIC WORKS SEP 2011-DEMPSEY CENTER PALM/9TH RODENT CONTROL	3155181 3155182 3155389 3155473 3140544 3142555 3142878 3165847	120083 03/2012 120083 03/2012 120083 03/2012 120083 03/2012 120083 03/2012 120083 03/2012 120083 03/2012 120460 03/2012	765.00 33.00 33.00 33.00 49.00 47.00 49.00 56.00 465.00
10/28/2011 501-1921-419.28-16 101-6020-452.30-02	79358 10/24/2011 10/24/2011	MASON'S SAW & LAWNMOWER	923	WEEDEATER PARTS WEEDEATER TRIMMER	262066 262067	120039 04/2012 120039 04/2012	521.08 112.97 408.11
10/28/2011 405-1260-413.20-01	79359 09/30/2011	MCDUGAL LOVE ECKIS &	962	SEPTEMBER 2011	09-30-2011	03/2012	40,594.73 12,709.68

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-5000-532.20-06	09/30/2011	SEPTEMBER 2011	09-30-2011		03/2012	1,922.45	
101-1220-413.20-01	09/30/2011	SEPTEMBER 2011	09-30-2011		03/2012	4,644.56	
101-1220-413.21-04	09/30/2011	SEPTEMBER 2011	09-30-2011		03/2012	144.50	
101-1220-413.21-04	09/30/2011	SEPTEMBER 2011	09-30-2011		03/2012	2,024.39	
101-1220-413.21-04	09/30/2011	SEPTEMBER 2011	09-30-2011		03/2012	6,666.58	
101-1220-413.20-01	09/30/2011	SEPTEMBER 2011	09-30-2011		03/2012	2,225.33	
101-1220-413.20-01	09/30/2011	SEPTEMBER 2011	09-30-2011		03/2012	903.13	
101-1220-413.20-01	09/30/2011	SEPTEMBER 2011	09-30-2011		03/2012	549.10	
101-1220-413.20-02	09/30/2011	SEP 2011 MONTHLY RETAINER	09-30-2011	120240	03/2012	8,227.00	
405-1260-413.20-01	09/30/2011	SEPTEMBER 2011	09-30-2011		03/2012	578.01	
10/28/2011	79360	MOBILE HOME ACCEPTANCE CORPORA	1533			296.31	
408-5020-432.25-01	10/24/2011	11/07/11-12/06/11 RENTAL	161655	120205	04/2012	296.31	
10/28/2011	79361	MPC OUTLET	2157			4,568.41	
503-1923-419.30-22	10/18/2011	BACKUP TAPES	183243	120394	04/2012	1,077.39	
503-1923-419.30-22	10/18/2011	2GB DESKTOP PC	183244	120395	04/2012	1,228.35	
503-1923-419.30-22	10/18/2011	DESKTOP PC'S-STAFF	183245	120456	04/2012	2,262.67	
10/28/2011	79362	OFFICE DEPOT, INC	1262			774.53	
101-1210-413.28-11	09/27/2011	REPLY ENVELOPES	580197585001	120001	03/2012	133.93	
101-1210-413.30-01	09/29/2011	OFFICE SUPPLIES	581130751001	120001	03/2012	119.31	
101-1210-413.30-01	09/30/2011	INK CARTRIDGE	581250366001	120001	03/2012	160.82	
101-5020-432.30-01	09/29/2011	MARKERS/PENS/TAPE	581046705001	120001	03/2012	19.51	
101-3020-422.30-01	09/30/2011	OFFICE SUPPLIES	581281798001	120001	03/2012	100.86	
503-1923-419.30-22	10/06/2011	CLEANING/MISC SUPPLIES	581929415001	120001	04/2012	142.25	
101-1010-411.30-01	09/28/2011	PAPER	580861838001	120001	03/2012	66.20	
101-1010-411.30-01	09/28/2011	PAPER	580862073001	120001	03/2012	13.86	
101-1010-411.30-01	09/30/2011	COVERSTOCK	581254792001	120001	03/2012	24.48	
101-1210-413.30-01	10/05/2011	CREDIT-RTN CARTRIDGE	581247458001	120001	04/2012	76.78	
101-5020-432.30-01	10/06/2011	CALENDAR/PLANNER	581895540001	120001	04/2012	32.38	
101-1010-411.30-01	10/05/2011	RETURNED PAPER	581254791001	120001	04/2012	50.21	
101-5020-432.30-01	10/11/2011	MISC OFFICE SUPPLIES	582445400001	120001	04/2012	27.63	
101-5020-432.30-01	10/13/2011	POCKET FILES	582854428001	120001	04/2012	18.46	
101-5020-432.30-01	10/13/2011	INKJET PAPER	582864566001	120001	04/2012	41.83	
10/28/2011	79363	PADRE JANITORIAL SUPPLIES	1430			770.00	
101-1910-419.30-02	09/28/2011	JANITORIAL SUPPLIES	320643	120034	03/2012	454.41	
101-1910-419.30-02	09/28/2011	JANITORIAL SUPPLIES	320653	120034	03/2012	95.69	
101-6040-454.30-02	10/10/2011	JANITORIAL SUPPLIES	321049	120034	04/2012	219.90	
10/28/2011	79364	RECON ENVIROMENTAL, INC.	2300			31,612.18	
402-5000-532.20-06	09/30/2011	THRU 09/23/11-IB BIKEWAY	44074	110731	03/2012	31,612.18	
10/28/2011	79365	SAM & SONS PLUMBING	1981			3,200.00	
248-1920-519.20-06	10/18/2011	C&G-822 CAROLINA ST	0199	120463	04/2012	3,200.00	
10/28/2011	79366	SAN DIEGO GAS & ELECTRIC	1399			14,906.55	
101-3020-422.27-01	10/07/2011	10087869371 08/30-09/29	10-25-2011		03/2012	38.12	
101-1910-419.27-01	10/07/2011	10087869371 08/30-09/29	10-25-2011		03/2012	141.58	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-5010-431.27-01	10/07/2011	10088604389 08/26-09/27	10-25-2011		03/2012	49.66	
101-3020-422.27-01	10/07/2011	19807697764 08/30-09/29	10-25-2011		03/2012	3,141.81	
601-5060-436.27-01	10/07/2011	52635219238 08/26-09/27	10-25-2011		03/2012	14.30	
101-6020-452.27-01	10/07/2011	56497714749 08/31-09/30	10-25-2011		03/2012	9.95	
101-5010-431.27-01	10/07/2011	56497714749 08/31-09/30	10-25-2011		03/2012	5,144.58	
101-5010-431.27-01	10/07/2011	85075178464 08/31-09/30	10-25-2011		03/2012	116.15	
601-5060-436.27-01	10/07/2011	85075178464 08/31-09/30	10-25-2011		03/2012	91.81	
101-6020-452.27-01	10/07/2011	85075178464 08/31-09/30	10-25-2011		03/2012	1,028.71	
601-5060-436.27-01	10/07/2011	85417701270 08/31-09/30	10-25-2011		03/2012	4,013.87	
101-5020-432.27-01	10/07/2011	91692992261 08/26-09/27	10-25-2011		03/2012	1,116.01	
10/28/2011	79367	SAN DIEGO COUNTY SHERIFF	882			4,449.41	
213-3037-421.20-06	10/18/2011	JUL-SEP 2011 JAG GRANT	10-18-2011		04/2012	4,449.41	
10/28/2011	79368	SD SPORTS MED & FAMILY HEALTH	370			12,130.00	
101-3020-422.20-06	09/19/2011	FF MEDICAL FITNESS EVAL	IB09142011	120392	03/2012	3,627.00	
101-3020-422.20-06	09/29/2011	MED FITNESS EVALUATIONS	IB09222011	120392	03/2012	4,836.00	
101-3020-422.20-06	08/25/2011	MEDCL FITNESS EVALS W/DMV	IB08152011	120392	02/2012	3,667.00	
10/28/2011	79369	SDGE	289			2,235.02	
101-6020-452.27-01	10/04/2011	0175 275 3776 08/31-09/30	10-19-2011		03/2012	270.52	
101-5010-431.27-01	10/04/2011	0824 329 2041 08/31-09/30	10-19-2011		03/2012	350.42	
101-6020-452.27-01	10/04/2011	2081 689 1273 08/31-09/30	10-19-2011		03/2012	358.02	
101-6010-451.27-01	10/04/2011	2081 692 3399 08/31-09/30	10-19-2011		03/2012	13.40	
101-6020-452.27-01	10/04/2011	2083 847 9032 08/31-09/30	10-19-2011		03/2012	59.53	
101-6010-451.27-01	10/04/2011	3206 700 9265 08/31-09/30	10-19-2011		03/2012	29.78	
101-5010-431.27-01	10/03/2011	3448 930 9646 08/31-09/29	10-18-2011		03/2012	9.95	
101-6020-452.27-01	10/04/2011	5456 692 8951 08/31-09/30	10-19-2011		03/2012	39.50	
101-6020-452.27-01	10/04/2011	6921 003 2109 08/31-09/30	10-19-2011		03/2012	440.27	
101-5010-431.27-01	10/04/2011	7706 795 7872 08/31-09/30	10-19-2011		03/2012	12.27	
101-6020-452.27-01	10/04/2011	9327 898 1346 08/31-09/30	10-19-2011		03/2012	375.33	
101-6010-451.27-01	10/04/2011	9956 693 6272 08/31-09/30	10-19-2011		03/2012	257.11	
101-5010-431.27-01	10/06/2011	5153 272 6717 09/19-09/29	10-21-2011		03/2012	18.92	
10/28/2011	79370	SEIU LOCAL 221	1821			1,389.78	
101-0000-209.01-08	10/27/2011	PPE 10/20/2011	20111027		04/2012	1,389.78	
10/28/2011	79371	SKS INC.	412			9,008.14	
501-1921-419.28-15	10/13/2011	1038 G REG/375.6 G DEISEL	1243557-IN	120058	04/2012	5,254.35	
501-1921-419.28-15	10/20/2011	1030 GAL REG FUEL	1243703-IN	120058	04/2012	3,753.79	
10/28/2011	79372	TRANSWORLD SYSTEMS INC.	2160			290.61	
101-1920-419.21-04	09/30/2011	AUG/SEP 2011 COLLECTIONS	393779		04/2012	506.86	
101-0000-321.72-10	09/30/2011	AUG/SEP 2011 COLLECTIONS	393779		04/2012	113.00-	
101-0000-344.76-03	09/30/2011	AUG/SEP 2011 COLLECTIONS	393779		04/2012	43.25-	
101-0000-323.71-03	09/30/2011	AUG/SEP 2011 COLLECTIONS	393779		04/2012	60.00-	
10/28/2011	79373	TYRA HIDALGO	2170			182.00	
101-1920-419.29-01	10/14/2011	TUITION REIMBURSEMENT	2011/2012 HIDAL	120377	04/2012	182.00	
10/28/2011	79374	VERIZON WIRELESS	2317			1,902.50	
101-5020-432.27-05	10/08/2011	09/09/2011-10/08/2011	1019735211		04/2012	961.87	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
101-3040-424.27-05	10/08/2011	09/09/2011-10/08/2011	1019735211	04/2012 52.95
101-3020-422.27-05	10/08/2011	09/09/2011-10/08/2011	1019735211	04/2012 107.77
101-3030-423.27-05	10/08/2011	09/09/2011-10/08/2011	1019735211	04/2012 298.01
101-3070-427.27-05	10/08/2011	09/09/2011-10/08/2011	1019735211	04/2012 82.01
101-1230-413.27-05	10/08/2011	09/09/2011-10/08/2011	1019735211	04/2012 97.18
503-1923-419.27-05	10/08/2011	09/09/2011-10/08/2011	1019735211	04/2012 293.02
503-1923-419.27-05	10/08/2011	09/09/2011-10/08/2011	1019735211	04/2012 9.69
10/28/2011 79375	WALKSANDIEGO	1551		10,393.20
101-5020-432.20-06	09/30/2011	SEP 2011-LETS WALK TOGETH	131-7	110859 03/2012 6,964.80
101-5020-432.20-06	08/31/2011	AUG 2011-LETS MOVE TOGETH	131-6	110859 02/2012 3,428.40
10/28/2011 79376	WEST GROUP CTR	926		124.44
101-1020-411.28-14	10/01/2011	SEP 2011	823605834	120204 04/2012 124.44
10/28/2011 79377	WHITE CAP CONSTRUCTION SUPPLY	1434		67.11
101-6020-452.30-02	10/12/2011	MESH MAT/SAFETY GLASSES	15057509	120027 04/2012 67.11
10/28/2011 79378	XEROX CORPORATION	861		10,450.47
101-1920-419.20-07	10/03/2011	LEASE BUYOUT GBP-239910	BY7931785	120389 04/2012 4,352.26
101-1920-419.20-07	10/03/2011	VDR544005 BUYOUT AGRMNT	BY0276964	120389 04/2012 6,098.21
11/03/2011 79379	AECOM TECHNICAL SERVICES, INC.	2109		9,528.64
402-5000-532.20-06	10/13/2011	08/27/11-09/30/11	37172239	120116 04/2012 9,528.64
11/03/2011 79380	AFLAC	120		1,069.56
101-0000-209.01-13	10/13/2011	PR AP PPE 10/06/2011	20111013	04/2012 534.78
101-0000-209.01-13	10/27/2011	PPE 10/20/2011	20111027	04/2012 534.78
11/03/2011 79381	ALLSTAR FIRE EQUIPMENT INC	1352		177.42
101-3020-422.28-01	10/10/2011	SCBA REPAIR	154307	F12027 04/2012 177.42
11/03/2011 79382	SOUTHCOAST HEATING & A/C	1554		470.00
101-1910-419.21-04	10/13/2011	OCT 2011 QUARTERLY MAINT	C47133	120082 04/2012 470.00
11/03/2011 79383	ARROWHEAD MOUNTAIN SPRING	WATE 1340		121.44
101-5020-432.30-02	10/22/2011	OCT 2011	01J0026726646	120222 04/2012 80.51
101-1010-411.30-02	10/22/2011	OCT 2011	01J0031149578	120098 04/2012 40.93
11/03/2011 79384	AZTEC LANDSCAPING INC	310		1,540.00
101-5010-431.21-04	10/31/2011	OCTOBER 2011	0022393-IN	120093 04/2012 1,540.00
11/03/2011 79385	CALIFORNIA BANK & TRUST	2264		100.00
601-5060-536.20-06	10/13/2011	PUMP STATION-MANHOLE RPRS	00006R	110312 04/2012 100.00
11/03/2011 79386	CITY OF CHULA VISTA	823		17,516.00
101-3050-425.20-06	10/06/2011	SEP 2011 ANIMAL CNTRL SVC	AR131305	120457 04/2012 17,516.00
11/03/2011 79387	COLONIAL LIFE & ACCIDENT	941		266.88
101-0000-209.01-13	10/13/2011	PR AP PPE 10/06/2011	20111013	04/2012 133.44

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-0000-209.01-13	10/27/2011	PPE 10/20/2011	20111027		04/2012	133.44	
11/03/2011	79388	COUNTY RECORDER	1818			50.00	
101-0000-221.01-02	10/28/2011	NOE- WHALER REST HOA	MF 1055		04/2012	50.00	
11/03/2011	79389	CYNTHIA TITGEN	2340			500.00	
101-1130-412.20-06	11/01/2011	10/09/11-10/31/11	11-01-2011	120101	05/2012	500.00	
11/03/2011	79390	DEPARTMENT OF CORRECTIONS AND	169			4,612.01	
101-6020-452.21-04	10/19/2011	SEP 2011	1800120517	120115	04/2012	4,612.01	
11/03/2011	79391	EAGLE NEWSPAPER	1204			392.00	
101-5000-532.20-06	08/10/2011	9TH/PALM DEMO AD	66591	120031	02/2012	100.00	
101-5000-532.20-06	08/17/2011	9TH/PALM DEMO AD	66721	120031	02/2012	100.00	
101-5000-532.20-06	08/24/2011	9TH/PALM DEMO AD	66836	120031	02/2012	100.00	
101-1110-412.28-11	09/21/2011	DISPLAY AD	67271	120031	03/2012	92.00	
11/03/2011	79392	EDCO DISPOSAL CORPORATION	1205			141.05	
101-5000-532.20-06	10/31/2011	OCT 2011	10-31-2011	120215	04/2012	141.05	
11/03/2011	79393	GOOGLE, INC.	2009			70.00	
503-1923-419.20-06	10/05/2011	SEP/OCT 2011	3429984	120229	04/2012	70.00	
11/03/2011	79394	GRAINGER	1051			916.36	
101-6020-452.30-02	10/13/2011	SPRAY PAINT/DRINK MIX	9660348575	120020	04/2012	59.68	
101-6020-452.28-01	10/13/2011	BALLASTS/LAMPS/WALL FIXTR	9660670945	120020	04/2012	617.90	
101-1910-419.30-02	10/19/2011	BALLAST	9664500478	120020	04/2012	89.70	
101-1910-419.30-02	10/07/2011	LAMP	9654789115	120020	04/2012	112.49	
405-5030-433.30-02	10/20/2011	SPRAY PAINT	9665711017	120020	04/2012	36.59	
11/03/2011	79395	HARLAN CONSTRUCTION	2074			10,500.00	
248-1920-519.20-06	10/24/2011	C&G-935 FLORENCE ST	10-24-2011	120199	04/2012	9,500.00	
248-1920-519.20-06	07/22/2011	C&G-935 FLORENCE ST	07-22-2011	120198	01/2012	1,000.00	
11/03/2011	79396	HELPER ELECTRIC COMPANY, INC.	2396			1,000.00	
248-1920-519.20-06	10/12/2011	C&G-1029 4TH STREET	109101	120473	04/2012	1,000.00	
11/03/2011	79397	INTERSTATE BATTERY OF SAN	DIEG 388			46.67	
501-1921-419.28-16	10/26/2011	#121 REPLACEMENT BATTERY	680034892	120021	04/2012	46.67	
11/03/2011	79398	JESSOP & SON LANDSCAPING	479			3,052.83	
101-6010-451.21-04	10/20/2011	OCT 2011	923351	120228	04/2012	3,052.83	
11/03/2011	79399	JOHN DEERE LANDSCAPES	1986			319.66	
101-6020-452.30-02	10/10/2011	HOT GLUE/PRIMER/COUPLING	59502517	120040	04/2012	42.18	
101-6020-452.30-02	10/10/2011	BURLAP SHEET	59505692	120040	04/2012	137.77	
101-6020-452.30-02	06/13/2011	COUPLING SLIP/REPAIR COUP	58200499	120040	01/2012	51.98	
101-6040-454.30-02	07/27/2011	2 CYCLE OIL	58739212	120040	01/2012	87.73	
11/03/2011	79400	KANE, BALLMER & BERKMAN	1828			752.67	
101-1920-419.20-06	10/10/2011	SEPT 2011 RDA ISSUES	17256	120469	04/2012	752.67	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
11/03/2011	79401	KEYSER MARSTON ASSOC INC	620			10,118.53	
101-5000-532.20-06	10/06/2011	SEPT 2011-PROF SERVICES	0024418	111162	04/2012	605.00	
245-1240-513.20-06	10/06/2011	SEPT 2011-PROF SERVICES	0024418	111162	04/2012	6,552.90	
402-5000-532.20-06	10/06/2011	SEPT 2011-PROF SERVICES	0024418	111162	04/2012	2,150.63	
216-1240-413.20-06	10/06/2011	SEP 2011-AFFORDEBLE HOUSNG	0024418	120468	04/2012	810.00	
11/03/2011	79402	KIWANIS CLUB OF IMPERIAL BEACH	639			325.00	
101-1010-411.28-07	10/12/2011	2012 CALENDAR ADVERTISING	10-12-2011	120464	04/2012	325.00	
11/03/2011	79403	KOA CORPORATION	611			3,078.23	
101-5000-532.20-06	09/30/2011	08/15-09/30/11 9TH/PALM	JB14094X3	120472	03/2012	3,078.23	
11/03/2011	79404	MATRIX IMAGING PRODUCTS, INC.	2204			437.50	
503-1923-419.20-06	08/31/2011	IT TECH SUPPORT	0611-2870	120380	02/2012	437.50	
11/03/2011	79405	MIRELES LANDSCAPING	2107			120.00	
245-1240-413.20-06	10/31/2011	OCT 2011-DONAX/10TH	1166	120226	04/2012	120.00	
11/03/2011	79406	NASLAND ENGINEERING	1656			3,577.50	
405-1260-513.20-06	09/30/2011	SEPT 2011 DATE ST END	91092	090544	03/2012	1,157.50	
402-5000-532.20-06	09/30/2011	SEP 2011-IB ST IMPRVMTS	91090	071139	03/2012	2,420.00	
11/03/2011	79407	NEWEST CONSTRUCTION COMPANY, IN	1719			900.00	
601-5060-536.20-06	10/13/2011	PUMP STATION/MANHOLE RPR	00006	110311	04/2012	900.00	
11/03/2011	79408	ONE SOURCE DISTRIBUTORS	1071			388.12	
601-5060-436.28-01	10/10/2011	WATT STOPPER PS #9	S3608767.001	120023	04/2012	276.88	
101-6040-454.30-02	10/11/2011	LZ DYNAMIC LIGHTING	S3616696.001	120023	04/2012	111.24	
11/03/2011	79409	PMI	23			1,343.43	
101-5010-431.30-02	10/03/2011	LATEX GLOVES	0318026	120024	04/2012	365.10	
101-6040-454.30-02	10/11/2011	PROTECTIVE GLOVES	0319685	120024	04/2012	261.44	
601-5060-436.30-02	10/25/2011	PROTECTIVE GLOVES	0322108	120024	04/2012	455.60	
101-6040-454.30-02	10/25/2011	PROTECTIVE GLOVES	0322226	120024	04/2012	261.29	
11/03/2011	79410	RANCHO AUTO & TRUCK PARTS	1685			423.29	
501-1921-419.28-16	09/29/2011	FILTERS/BLADES/RADTOR CAP	7693-92536	120028	03/2012	56.23	
501-1921-419.28-16	10/05/2011	OIL/AIR FILTERS	7693-93354	120028	04/2012	26.40	
501-1921-419.28-16	10/12/2011	OIL FILTERS	7693-941893	120028	04/2012	24.02	
501-1921-419.28-16	10/14/2011	#617 TRUCK PARTS	7693-94373	120028	04/2012	43.49	
501-1921-419.28-16	10/17/2011	RTN OIL FILTER	7693-94635	120028	04/2012	8.65	
501-1921-419.28-16	10/17/2011	#624 SWITCHES	7693-94647	120028	04/2012	57.73	
501-1921-419.28-16	10/20/2011	OIL FILTERS/MICRO BELT	7693-95042	120028	04/2012	61.08	
501-1921-419.30-02	10/21/2011	VACUUM CAPS	7693-95193	120028	04/2012	3.23	
501-1921-419.28-16	10/24/2011	#5401 DRUMS/ROTORS/PADS	7693-95472	120028	04/2012	68.79	
501-1921-419.28-16	10/27/2011	OIL FILTERS	7693-95893	120028	04/2012	90.97	
11/03/2011	79411	SPARKLETTES	2341			21.84	
101-1210-413.30-01	10/22/2011	OCT 2011 WATER DELIVERY	10552239 102211	120127	04/2012	21.84	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
11/03/2011 248-1920-519.20-06	79412 10/20/2011	MARK SUACCI C&G-337 EVERGREEN	2270 108	120004	04/2012	11,420.00 11,420.00	
11/03/2011 101-1920-419.21-04 101-3030-423.21-04 101-6040-454.21-04	79413 10/13/2011 10/13/2011 10/13/2011	SUNGARD PUBLIC SECTOR INC. PAYROLL MODULE MODIFITION PAYROLL MODULE MODIFITION PAYROLL MODULE MODIFITION	1370 42090 42090 42090	120373 120373 120373	04/2012 04/2012 04/2012	800.00 220.24 315.28 264.48	
11/03/2011 101-6020-452.50-03	79414 10/19/2011	U.S. CONCRETE PRECAST GROUP REMA PARK SIGN MONUMENT	368 0150353-IN	120237	04/2012	7,639.48 7,639.48	
11/03/2011 601-5060-436.21-04	79415 11/01/2011	UNDERGROUND SERVICE ALERT OF OCTOBER 2011	731 1020110319	120106	05/2012	45.00 45.00	
11/03/2011 245-1240-513.20-06	79416 09/30/2011	VERONICA TAM AND ASSOCIATES LL SEP 2011 IB HE	2398 1254	120466	03/2012	3,090.00 3,090.00	
11/03/2011 101-1210-413.28-04	79417 11/01/2011	WHITE NELSON DIEHL EVANS, LLP 2011 GVRNMNT TAX SEMINAR	1171 12-07-2011		04/2012	550.00 550.00	
DATE RANGE TOTAL *						364,467.35 *	



STAFF REPORT
CITY OF IMPERIAL BEACH

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

MEETING DATE: NOVEMBER 16, 2011
ORIGINATING DEPT.: JACQUELINE M. HALD, CITY CLERK

SUBJECT: LOCAL APPOINTMENTS LIST *JMH*

BACKGROUND:

Government Code §54972 requires that on or before December 31st of each year, the legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. The list shall be known as the Local Appointments List and will include a list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

DISCUSSION:

In 2012, no terms will expire. Any vacancies that would occur would be unscheduled and notices would be posted as they occur.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

DEPARTMENT RECOMMENDATION:

It is recommended that the City Council approve the Local Appointments List in compliance with Government Code §54972, and designate the Imperial Beach Branch Library (the public library with the largest service population within its jurisdiction) to receive a copy of the list in compliance with Government Code §54973.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Gary Brown, City Manager

Attachments:

1. Local Appointments List

**CITY OF IMPERIAL BEACH
2012 LOCAL APPOINTMENTS LIST**

DESIGN REVIEW BOARD COMMITTEE

Qualifications: All members of commissions, boards and committees of the city shall be residents of the city (IBMC Section 2.18.040).

Purpose: All members of the design review board shall investigate, review and evaluate the design, layout and other features of proposed developments and take action, as appropriate, in accordance with the intent and purposes set forth in Chapter 19.83, Design Review (IBMC Section 2.31.030A).

NAME	TITLE	DATE APPOINTED	TERM EXPIRATIONS FOR 2012
Janet Bowman	Member	11/19/2008	12/31/2012
Shirley Nakawatase	Chair	11/19/2008	12/31/2012
Harold Phelps	Member	11/19/2008	12/31/2012

TIDELANDS ADVISORY COMMITTEE

Qualifications: All members of commissions, boards and committees of the city shall be residents of the city (IBMC Section 2.18.040).

Purpose: It shall be the duty of the committee to review all matters involving coastal and tidelands issues referred to the committee by resolution of the city council or by the city manager or designee. The city council may delegate particular issues or a general work plan for review and make recommendations within the time limits set out in the referring resolution by the city council (IBMC Section 2.24.050).

NAME	TITLE	DATE APPOINTED	TERM EXPIRATIONS FOR 2012
Michel Dedina	Member	11/18/2009	12/31/2012
Rita Lane	Member	11/18/2009	12/31/2012



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: NOVEMBER 16, 2011
ORIGINATING DEPT.: JACQUELINE M. HALD, CITY CLERK *JMH*

SUBJECT: LOCAL APPOINTMENTS LIST

BACKGROUND:

Government Code §54972 requires that on or before December 31st of each year, the legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. The list shall be known as the Local Appointments List and will include a list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

DISCUSSION:

In 2012, no terms will expire. Any vacancies that would occur would be unscheduled and notices would be posted as they occur.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

DEPARTMENT RECOMMENDATION:

It is recommended that the City Council approve the Local Appointments List in compliance with Government Code §54972, and authorize the City Clerk to post said list at City Hall and the Library in compliance with Government Code §54973.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

Gary Brown

Gary Brown, City Manager

Attachments:

1. Local Appointments List

CITY OF IMPERIAL BEACH 2012 LOCAL APPOINTMENTS LIST

DESIGN REVIEW BOARD COMMITTEE

Qualifications: All members of commissions, boards and committees of the city shall be residents of the city (IBMC Section 2.18.040).

Purpose: All members of the design review board shall investigate, review and evaluate the design, layout and other features of proposed developments and take action, as appropriate, in accordance with the intent and purposes set forth in Chapter 19.83, Design Review (IBMC Section 2.31.030A).

NAME	TITLE	DATE APPOINTED	TERM EXPIRATIONS FOR 2012
Janet Bowman	Member	11/19/2008	12/31/2012
Shirley Nakawatase	Chair	11/19/2008	12/31/2012
Harold Phelps	Member	11/19/2008	12/31/2012

TIDELANDS ADVISORY COMMITTEE

Qualifications: All members of commissions, boards and committees of the city shall be residents of the city (IBMC Section 2.18.040).

Purpose: It shall be the duty of the committee to review all matters involving coastal and tidelands issues referred to the committee by resolution of the city council or by the city manager or designee. The city council may delegate particular issues or a general work plan for review and make recommendations within the time limits set out in the referring resolution by the city council (IBMC Section 2.24.050).

NAME	TITLE	DATE APPOINTED	TERM EXPIRATIONS FOR 2012
Michel Dedina	Member	11/18/2009	12/31/2012
Rita Lane	Member	11/18/2009	12/31/2012



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: NOVEMBER 16, 2011

ORIGINATING DEPT.: PUBLIC SAFETY *JB*

SUBJECT: ADOPTION OF RESOLUTION 2011-7114 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SOUTHWESTERN COLLEGE FOR THE PURPOSE OF CONTINUING THE MARINE SAFETY SERVICE TRAINING PROGRAM

BACKGROUND:

Southwestern College provides in-service public safety training programs to various agencies located in the South Bay Region, including the Imperial Beach Lifeguards. Typically these training programs are focused on providing the contracting agency's personnel recurring mandatory safety training curriculum. The program reimburses the contracting agency for provision of certified instructors to teach the training curriculum.

DISCUSSION:

Southwestern College has agreed to enter into a Marine Safety Service Training Program with the City of Imperial Beach's Ocean/Beach Safety Lifeguard Department for the purposes of providing a funding mechanism for ongoing and required job-related training for the City's lifeguard personnel. The Agreement commences on July 1, 2011, and terminates on June 30, 2012. The Agreement provides that the City will receive \$2.20 per participant hour. These funds will be utilized to pay for instructional costs associated with presenting the training to the City's lifeguards, including related manuals and other training materials.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT:

The City will receive approximately \$3,000 revenue from this program. The funds will be placed into a dedicated rollover account for use as outlined above.

DEPARTMENT RECOMMENDATION:

Adopt Resolution 2011-7114 Authorizing the City Manager to Execute an Agreement with the Southwestern Community College District for the Purpose of Continuing the Marine Safety Service Training Program, and authorizing the Finance Department to accept, deposit and expend from a dedicated rollover account, funds as received from Southwestern College.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution 2011-7114
2. Standard Inter-Agency Services Agreement

RESOLUTION NO. 2011-7114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND SOUTHWESTERN COMMUNITY COLLEGE FOR THE PURPOSE OF ESTABLISHING THE MARINE SAFETY SERVICE TRAINING PROGRAM AND RELATED FUNDING METHODOLOGY.

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

WHEREAS, Southwestern College provides educational programs for the purpose of training safety agencies around the region, including Lifeguard services; and

WHEREAS, the City Council recognizes the importance of having experienced and trained lifeguards at the City's beach area; and

WHEREAS, this Agreement with Southwestern College will facilitate the goal of having properly trained lifeguards guarding the City's beach area; and

WHEREAS, this program provides reimbursement for the City of Imperial Beach providing qualified instructors.

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

1. Authorize adoption of Resolution. No. 2011- which authorizes the City Manager to execute an Agreement between the City of Imperial Beach and Southwestern Community College for the purpose of Continuing the Marine Safety Service Training Program.
2. Authorize the Finance Department to accept, deposit and expend funds related to training expenses related to Lifeguard training and education, including manuals and other training materials related to the proper execution of their duties.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 19th day of November 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

STANDARD INTER-AGENCY SERVICES AGREEMENT

THIS AGREEMENT is entered into this 13th day of April, 2011, by and between the Southwestern Community College District ("District"), 900 Otay Lakes Road, Chula Vista, California 91910 and the City of Imperial Beach ("Agency"), 825 Imperial Beach Blvd, Imperial Beach, California 91932, for the Marine Safety Service Training Program.

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the District desires to contract with the Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public interest, convenience and general welfare will be served by this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, Agency and District agree as follows:

1. Services – Agency shall diligently furnish to the District the services set forth in Attachment A, hereby incorporated in this Agreement by reference.
2. The term of this Agreement shall commence on 7/01/11 and terminate on 06/30/12, unless terminated earlier by either party upon thirty days written notice to the other party.
3. Agency Fee and Expenses – The fee to be paid by the District for the services and materials to be supplied hereunder is \$2.20 per student per contact hour in a total amount not to exceed \$15,840. The Agency shall invoice the District at the end of each semester, supplying mutually-acceptable documentation of student contact hours.

4. No student, instructor or employee of District shall receive any compensation or benefits from Agency under this Agreement. No student, instructor or employee of District shall become an employee of the Agency under this Agreement.

5. Insurance Requirements. Without limiting the indemnification obligations of this Agreement, each party to this Agreement shall provide and maintain during the term, insurance as specified below:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability, Occurrence form, Insurance Services, Office form CG0001 or equivalent.
- (2) Automobile Liability covering all owned, non owned and hired auto, Insurance Services Office form CA0001 or equivalent.

B. Minimum Limits of Insurance. Each party shall maintain limits no less than:

- (1) Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- (2) Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.
- (3) Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of the other party.

C. Evidence of Insurance

Prior to commencement of this Agreement, but in no event later than the effective date of the Agreement, each party shall furnish certificates of insurance or evidence of self-insurance. Copies of renewal certificates shall be furnished within thirty days of the expiration of the term of any required insurance policy.

D. Self-Insurance

Parties may fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance.

E. District shall carry necessary Workers' Compensation Insurance covering students in the Marine Safety Service Training Program and employees of District at District's own cost and expense. Agency shall carry necessary Workers' Compensation Insurance covering employees of Agency at Agency's own cost and expense.

6. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students and agents against and from any and all loss, liability, damage, claim, cost, charge, demand or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of District, and damage to property including property of District, caused by the acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's sole negligence or sole willful misconduct.

7. District agrees to defend, hold harmless, and indemnify Agency and its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand or expense (including any direct, indirect or consequential loss, liability, damage, claim,

cost, charge, demand or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of Agency, and damage to property including property of Agency, caused by the acts or omissions of District, its employees and students in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's sole negligence or sole willful misconduct.

8. The District may terminate this Agreement upon thirty days (30) notice and be relieved of any consideration to Agency from the date of termination should Agency fail to perform the covenants herein at the time and in the manner provided in this Agreement. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid to the Agency.

8. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

9. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto on

Date _____ Date 10-28-11

CITY OF IMPERIAL BEACH

SOUTHWESTERN COMMUNITY
COLLEGE DISTRICT

By: _____

By:  

Name: Gary Brown

Name: Denise Whittaker

Title: City Manager

Title: Interim Superintendent/President

Approved as to form by the office of the
Purchasing, Contracting & Central Services
Director
Approval No.: A3225.11
Date: 3/28/11

Originator: Christine Perri, Dean

Higher Education Center – National City

Account No. 1-45110-089905-000

ATTACHMENT A
INTER-AGENCY SERVICES
TO BE PROVIDED BY:
City of Imperial Beach Lifeguard Service

1. **Teaching Approved Curriculum:** All student contact hours submitted by the City of Imperial Beach Lifeguard Services to Southwestern Community College District shall be part of a course of instruction that has either been approved by the District's Curriculum Committee, or has been accepted as a topics course and approved by the District's Vice President for Academic Affairs.
2. **Instructor Qualifications:** All student contact hours submitted by City of Imperial Beach Lifeguard Services to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Science and/or Recreation Leadership Instructors. This expertise is furnished at the expense of the City of Imperial Beach Lifeguard Services. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full time equivalent students (FTES) under courses through the Fire Science Department and/or Recreation Leadership through the School of Health, Physical Education and Athletics of Southwestern Community College District and the City of Imperial Beach Lifeguard Services certifies that no student contact hours will be submitted to the District which also have been or will be submitted for California Joint Apprenticeship Committee and/or JPTA funding.
4. **Enrollment of Students:** The District will supply current student enrollment forms to the City of Imperial Beach Lifeguard Services. The Agency will return properly completed enrollment forms and enrollment fees to the District prior to beginning instruction. The Agency recognizes that out-of-state tuition fees will be charged for students who are not California residents. Student attendance and achievement records will be maintained by the Agency and be available for review at normal business hours.

5. **Instructional Activities:** The Administrators of Southwestern Community College District and the City of Imperial Beach Lifeguard Services and/or their designees will meet at mutually agreed intervals to plan, review class hours to meet performance objectives, schedule and budget for instructional activities. The joint consensus of the District and the Agency shall precede any instructional activity and include supervision and evaluation of students and student withdrawal prior to completion of a course.
6. **List of Course (s) or course topics:** The District will make available to the Agency all courses listed in the course catalog and additional topics classes consistent with District standards for curriculum adoption.
7. **Services:** The District and the Agency will ensure that ancillary and support services such as counseling, guidance and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to the Districts' colleges and has met applicable pre-requisites.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: NOVEMBER 16, 2011

ORIGINATING DEPT.: CITY MANAGER

**SUBJECT: INTRODUCE (1ST READING) ORDINANCE 2011-1123
AND ADOPT RESOLUTION OF INTENTION 2011-7118
RELATEING TO SECOND TIER RETIREMENT BENEFITS
FOR ALL EMPLOYEE GROUPS**

BACKGROUND:

The City of Imperial Beach entered into contract with California Public Employees Retirement System (CalPERS) for retirement benefits on May 1, 1961. Over the years, the City has amended the contract with CalPERS at various times to accommodate negotiated changes in retirement benefits for employees.

This item is before Council to introduce and for the 1st reading of Ordinance 2011-1123 and to adopt Resolution of Intention 2011-7118 in order to amend the contract between the CalPERS and the City of Imperial Beach.

DISCUSSION:

The City's negotiating team met and conferred in good faith with representatives of the Imperial Beach Firefighters' Association Local 4692 and Service Employees International Union Local 221, CTW, CLC (SEIU) who represent the employees in the City's Miscellaneous Classified Service. As a result of negotiations, on August 3, 2011, the City Council approved adoption of second tier plans to the CalPERS retirement plan for miscellaneous and lifeguard employees. On September 7, 2011, the City Council approved adoption of a second tier plan to the CalPERS retirement plan for firefighters.

The proposed second tier plans are as follows:

Miscellaneous Employees	2% at 60
Fire Safety Employees	2% at 50
Lifeguards	2% at 50

In order to amend the City's current CalPERS retirement plan and to add the proposed second tier plans, CalPERS requires specific procedures to be followed. The City's Human Resources Department has initiated the process of amending the contract with CalPERS. The first step in the process is for the City Council to adopt Resolution 2011-7118 (Attachment 1) declaring its intention to amend the City's current contract with CalPERS and to introduce Ordinance 2011-1123 (Attachment 2) amending the CalPERS contract.

In accordance with CalPERS requirements, the final adoption of the attached ordinance must be at least 20 days after the adoption of the Resolution of Intention. Should the City Council adopt the attached Resolution of Intention, as required by CalPERS, to amend the contract the following is the schedule for implementation of the second tier plans:

- | | | |
|----|---|-------------------|
| 1. | Adopt Resolution of Intention | November 16, 2011 |
| 2. | Introduction of Ordinance to amend contract | November 16, 2011 |
| 3. | Adoption of Ordinance | December 7, 2011 |
| 4. | Effective date of Ordinance | January 6, 2012 |
| 5. | Effective date of contract amendment | January 19, 2012 |

ENVIRONMENTAL IMPACT

This activity is not a "project" and is therefore exempt from CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).

FISCAL IMPACT:

This proposed action will provide savings to the City in future years as the proportion of payroll for employees hired after January 19, 2012 increase as compared to the payroll for employees covered under the City's existing plans. The following table illustrates the savings on a percentage basis for each group:

Group	1st Tier Plan Benefit	(Existing) Rate	2nd Tier Plan Benefit	(New) Rate	Savings
Misc.	2.7% at 55	14.762%	2.0% at 60	7.733%	7.029%
Fire	3.0% at 50	24.112%	2.0% at 50	19.169%	4.943%
Lifeguard	2.0% at 50	20.040%	2.0% at 50	19.169%	0.871%

The rates listed in the table for each plan are specific to the employee group to which the plan belongs.

CITY MANAGER'S RECOMMENDATION:

1. Adopt Resolution No. 2011- 7118 APPROVING THE CITY'S INTENTION TO AMEND ITS CALPERS CONTRACT IN ORDER TO ADD SECOND TIER PLANS FOR ALL EMPLOYEES;
2. Mayor calls for the first reading of the title of Ordinance No. 2011-1123;
3. City Clerk to read title of Ordinance No. 2011-1123 "AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM"; and
4. Motion to waive further reading and dispense introduction by title only and set the matter for adoption at the next regularly scheduled City Council meeting.



Gary R. Brown, City Manager

Attachments:

1. Resolution 2011-7118 City's Intention to amend CalPERS contract
2. Ordinance 2011-1123, introduction to amend CalPERS contract
3. Amendment to Contract (Exhibit)
4. Certification, Form PERS-CON-12
5. Certification, Form PERS-CON-12A
6. Summary of Major Provisions, 2% at 60 (Miscellaneous)
7. Summary of Major Provisions, 2% at 50 (Fire and Lifeguards)
8. Certification, Form PERS-CON-30
9. 2% at 60 (Miscellaneous) CalPERS contract amendment cost analysis
10. 2% at 50 (Lifeguards) CalPERS contract amendment cost analysis
11. 2% at 50 (Fire) CalPERS contract amendment cost analysis

RESOLUTION NO 2011-7118

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH
TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF
ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the changed proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefit). Section 21353 (2% @ 60 full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract, and

To provide Section 20475 (Different Level of Benefit). Section 20037 (Three-Year Final Compensation) is applicable to ocean beach lifeguards entering membership for the first time in the ocean beach lifeguard classification after the effective date of this amendment to contract, and

To provide Section 20475 (Different Level of Benefit). Section 21362 (2% at 50 full formula) and 20037 (Three-Year Final Compensation) are applicable to local safety fire members entering membership for the first time in the safety fire classification after the effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED,

Section 1: The foregoing recitals are true and correct.

Section 2: That the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference bade a part thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 16th day of November, 2011, by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD
CITY CLERK

ORDINANCE NO. 2011-1123

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, the City of Imperial Beach City Council adopted Resolution of Intention 2011-7118 to amend the contract between California Public Employees' Retirement System (CalPERS) and City of Imperial Beach on November 16, 2011 to include second tier plans for all employee groups; and

WHEREAS, an amendment to the contract between the City Council of the City of Imperial Beach and the Board of Administration of the California Public Employees' Retirement System is hereby authorized, a copy of said amendment is being attached hereto, marked "Exhibit," and by such reference made a part hereof as though set out in full; and

WHEREAS, the Mayor of the City of Imperial Beach is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency; and

NOW, THEREFORE, the City Council of the City of Imperial Beach does ordain as follows:

Section 1. The above-listed recitals are true and correct.

Section 2. The Mayor of the City of Imperial Beach is hereby authorized to amend the contract between the City of Imperial Beach and the Board of Administration of the California Public Employees' Retirement System to include second tier plans for all employee groups.

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

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 16th day of November, 2011; and

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 16th day of November, 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

**JENNIFER M. LYON
CITY ATTORNEY**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2011-1123 – AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

CITY CLERK

DATE



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Imperial Beach

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective May 1, 1961, and witnessed March 14, 1961, and as amended effective April 12, 1973, March 8, 1985, June 28, 1990, September 6, 1990, January 10, 1991, July 1, 1991, March 6, 1992, June 9, 1994, May 20, 1995, December 19, 1996, February 12, 1998, July 6, 2001, May 12, 2006 and January 7, 2007 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective January 7, 2007, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members entering membership in the miscellaneous classification on or prior to the effective date of this amendment to contract, age 60 for local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract, age 55 for local police members and age 50 for ocean beach lifeguards and local fire members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after May 1, 1961 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Ocean Beach Lifeguards (included as local safety members);
 - d. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for those local miscellaneous members in employment prior to January 10, 1991 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service for those local miscellaneous members in employment on or after January 10, 1991 and not on or after May 12, 2006 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full), pursuant to Government Code Section 20515.
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after May 12, 2006 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full), pursuant to Government Code Section 20515.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full), pursuant to Government Code Section 20515.
10. The percentage of final compensation to be provided for each year of credited prior and current service as a local police member shall be determined in accordance with Section 21369 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
11. The percentage of final compensation to be provided for each year of credited prior and current service for those local fire members in employment prior to June 9, 1994 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Modified).
12. The percentage of final compensation to be provided for each year of credited prior and current service for those local fire members in employment on and after June 9, 1994 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full), pursuant to Government Code Section 20515.
13. The percentage of final compensation to be provided for each year of credited prior and current service for those ocean beach lifeguards in employment on and after December 19, 1996 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full), pursuant to Government Code Section 20515.
14. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local fire members and ocean beach lifeguards only.
 - b. Section 20361.3 (Assistant City Attorney as an Elective Officer). Legislation repealed said Section operative July 1, 1994.
 - c. Section 20042 (One-Year Final Compensation) for local fire members and for those local miscellaneous members and ocean beach lifeguards entering membership on or prior to the effective date of this amendment to contract.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- d. Section 20515 (Full Formula Plus Social Security) for past and future service for local miscellaneous members in employment on and after January 10, 1991, for local fire members in employment on or after June 9, 1994, and for ocean beach lifeguards in employment on or after December 19, 1996. Legislation repealed said Section effective January 1, 2002.
- e. Section 21024 (Military Service Credit as Public Service).
- f. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

Section 20037 (Three-Year Final Compensation) is applicable to ocean beach lifeguards entering membership for the first time in the ocean beach lifeguards classification after the effective date of this amendment to contract.

- 15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 16. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF IMPERIAL BEACH

BY _____
DARRYL WATSON, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch

Public Agency Contract Services

P.O. Box 942709

Sacramento, CA 94229-2709

(888) CalPERS (225-7377)

CERTIFICATION OF GOVERNING BODY'S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

_____ of the
(governing body)

_____ of the
(public agency)

on _____
(date)

Clerk/Secretary

Title

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 7507**

I hereby certify that in accordance with Section 7507 of the Government Code
the future annual costs as determined by the System Actuary for the
increase/change in retirement benefit(s) have been made public at a public meeting
of the

_____ of the
(governing body)

_____ of the
(public agency)

on _____ which is at least two weeks prior to the adoption of the
(date)

Resolution / Ordinance.

Adoption of the retirement benefit increase/change will not be placed on the consent
calendar.

Clerk/Secretary

Title

Date _____

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch
Public Agency Contract Services
(888) CalPERS (225-7377)

SUMMARY OF MAJOR PROVISIONS

2% @ 60 Formula (Section 21353)
Local Miscellaneous Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 60. If retirement is earlier than age 60, the percentage of final compensation decreases for each quarter year of attained age to 1.092% at age 50. If retirement is deferred beyond age 60, the percentage of final compensation increases for each quarter year of attained age to 2.418% at age 63.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher.

DISABILITY RETIREMENT

Members substantially incapacitated from performing the usual duties for the position for his/her current employer, and from performing the usual duties of the position for other CalPERS covered employers (including State agencies, schools, and local public agencies), and where similar positions with these other employers with reasonably comparable in pay, benefits, and promotional opportunities are not available, would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

INDUSTRIAL DISABILITY RETIREMENT

If provided by the employer's contract, members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

PRE-RETIREMENT DEATH BENEFITS

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse or registered domestic partner until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security.) A surviving spouse or registered domestic partner and eligible children may receive a monthly allowance as determined by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Optional Settlement 2 Death Benefit: (If provided by the employer's contract.) The spouse or registered domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse or registered domestic partner.

COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

DEATH AFTER RETIREMENT

The lump sum death benefit is \$500 (or \$600, \$2,000, \$3,000, \$4,000 or \$5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

EMPLOYEE CONTRIBUTIONS

Miscellaneous members covered by the 2% @ 60 formula contribute 7% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first \$133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch
Public Agency Contract Services
(888) CalPERS (225-7377)

SUMMARY OF MAJOR PROVISIONS

2% @ 50 Formula (Section 21362)

Local Safety Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. If provided by the employer's contract, mandatory retirement age for local safety members is age 60.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 50. If retirement is deferred beyond age 50, the percentage of final compensation increases for each quarter year of attained age to 2.7% at age 55. The allowance is limited to 90% of final compensation.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher. Certain items of special compensation earned during your final compensation period will be included in your final compensation, in accordance with Board regulations.

DISABILITY RETIREMENT

Members substantially incapacitated from performing the usual duties for the position for his/her current employer would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

INDUSTRIAL DISABILITY RETIREMENT

Members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

PRE-RETIREMENT DEATH BENEFITS

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse or registered domestic partner until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security.) A surviving spouse or registered domestic partner and eligible children may receive a monthly allowance as determine by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Option 2W Death Benefit: (If provided by the employer's contract.) The spouse or registered domestic partner of a deceased member, who was eligible to retire for service at the time of death, may to elect to receive the Pre-Retirement Option 2W Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Option 2W, the highest monthly allowance a member can leave a spouse or registered domestic partner.

Special Death Benefit: A surviving spouse, registered domestic partner, or eligible children or step children may receive a monthly allowance equal to one-half of the final compensation. If the cause of death is due to external violence or physical force while on the job, and there are eligible surviving children in addition to a spouse or registered domestic partner, the allowance may be increased to a maximum of 75%.

COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

DEATH AFTER RETIREMENT

The lump sum death benefit is \$500 (or \$600, \$2,000, \$3,000, \$4,000 or \$5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

EMPLOYEE CONTRIBUTIONS

Local safety members covered by the 2% @ 50 formula contribute 9% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first \$133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 20475**

I hereby certify that the _____ of the
(governing body)

(public agency)

has fully discharged all of the obligation imposed by Chapter 10 (commencing with
Section 3500) of Division 4 of Title 1, Government Code.

By _____

Title

Witness

Date


California Public Employees' Retirement System

Actuarial Office

P.O. Box 1494

Sacramento, CA 95812-1494

TTY: (916) 795-3240

(888) 225-7377 phone • (916) 795-2744 fax

www.calpers.ca.gov

August 01, 2011

Employer Number: 450

Employer Name: CITY OF IMPERIAL BEACH

Rate Plan: MISCELLANEOUS PLAN

Re: New Second Tier Plan (Section 20475: Different Level of Benefits Provided for New Employees; Section 21353 2.0% @ 60 Full Formula and Section 20037 Three-Year Final Average Compensation)

Dear Requestor:

In the table below, we show your 2011-2012 employer contribution rates before and after opening a second tier.

Of the five rate components, the first three are specific to the pool to which the plan belongs and the last two are specific to your agency. However, the Phase out of Normal Cost Difference will be 0% beginning with rates established for 2011-2012, so it has no impact from that time on.

The Side Fund will continue to be paid off by the first tier plan since all the past service on which it is based belongs to those current members who will continue in the first tier. The scheduled dollar amounts payable will continue as before. However, because newly hired members will be covered by the second tier, the number of members and payroll in the first tier will (after several years) gradually decline. The Amortization of Side Fund rate component is the dollars needed to pay off the side fund divided by the payroll. So as long as the Side Fund remains, **the first tier rate will increase as its payroll decreases.** The first tier side fund is scheduled to be paid off after 15 years from June 30, 2011.

Therefore, in determining the employer contributions savings, Amortization of Side Fund should be excluded. For your agency, the ultimate annual employer savings equals the difference between the Normal Cost and Surcharges rates times the second tier payroll. For 2011-2012 the Normal Cost and Surcharges percentage savings is $(9.887\% + 0.649\%) - (6.622\% + 0.000\%) = 3.914\%$. **The employer annual dollar savings is about 3.9% of the second tier fiscal year payroll.**

The Risk Pool's Payment on Amortization Bases is a temporary adjustment to the pool's contribution to "get the pool back on schedule". This temporary adjustment varies in amount and duration from pool to pool.

As of June 30, 2009	Existing Plan	New Second Tier Plan
	2.7% @ 55	2.0% @ 60 for newly hired members
2011-2012 Employer Contribution Rate:		
Risk Pool's Net Employer Normal Cost	9.887%	6.622%
Risk Pool's Payment on Amortization Bases	4.226%	1.111%
One-Year Final Compensation	0.649%	0.000%
Phase out of Normal Cost Difference	0.000%	0.000%
Amortization of Side Fund	1.550%	0.000%
Total Employer Contribution Rate	16.312%	7.733%
2011-2012 Employee Contribution Rate	8.000%	7.000%

The employee rate reduction of 1% would begin immediately after you hire your first employee and last indefinitely.

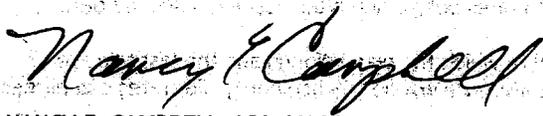
To initiate an amendment to the contract, please complete the attached election form and mail or FAX (916) 795-3005 the form with a letter to the Contracts Maintenance Unit, indicating your wish to contract for Section 20475 (Different Level of Benefits) and identifying the group(s) to which the benefit reduction applies.

In sections 20463 (b) and (c), the California Public Employees' Retirement Law requires the governing body of a public agency within five days of receipt of the contract amendment cost analysis, to provide each employee organization with a copy of the analysis. If this cost analysis was requested by an employee organization, the employee organization is also required within five days of receipt of the analysis, to provide a copy of the analysis to the public agency.

The June 30, 2009 Section 2 Risk Pool actuarial valuation report applicable to your new second tier plan can be viewed on the following website:

<http://www.calpers.ca.gov/index.jsp?bc=/employer/actuarial-gasb/risk-pooling/valuation-reports.xml>

If you have questions, please call (888) CalPERS (225-7377).



NANCY E. CAMPBELL, ASA, MAAA
Enrolled Actuary
Senior Pension Actuary, CalPERS


California Public Employees' Retirement System

Actuarial Office

P.O. Box 1494

Sacramento, CA 95812-1494

TTY: (916) 795-3240

(888) 225-7377 phone • (916) 795-2744 fax

www.calpers.ca.gov

August 01, 2011

Employer Number: 450

Employer Name: CITY OF IMPERIAL BEACH

Rate Plan: SAFETY LIFEGUARD PLAN

Re: New Second Tier Plan (Section 20475: Different Level of Benefits Provided for New Employees; Section 20037 Three-Year Final Average Compensation)

Dear Requestor:

In the table below, we show your 2011-2012 employer contribution rates before and after opening a second tier.

Of the five rate components, the first three are specific to the pool to which the plan belongs and the last two are specific to your agency. However, the Phase out of Normal Cost Difference will be 0% beginning with rates established for 2011-2012, so it has no impact from that time on.

The Side Fund will continue to be paid off by the first tier plan since all the past service on which it is based belongs to those current members who will continue in the first tier. The scheduled dollar amounts payable will continue as before. However, because newly hired members will be covered by the second tier, the number of members and payroll in the first tier will (after several years) gradually decline. The Amortization of Side Fund rate component is the dollars needed to pay off the side fund divided by the payroll. So as long as the Side Fund remains, **the first tier rate will increase as its payroll decreases.** The first tier side fund is scheduled to be paid off after 15 years from June 30, 2011.

Therefore, in determining the employer contributions savings, Amortization of Side Fund should be excluded. For your agency, the ultimate annual employer savings equals the difference between the Normal Cost and Surcharges rates times the second tier payroll. For 2011-2012 the Normal Cost and Surcharges percentage savings is $(14.014\% + 0.871\%) - (14.014\% + 0.000\%) = 0.871\%$. **The employer annual dollar savings is about 0.9% of the second tier fiscal year payroll.**

The Risk Pool's Payment on Amortization Bases is a temporary adjustment to the pool's contribution to "get the pool back on schedule". This temporary adjustment varies in amount and duration from pool to pool.

As of June 30, 2009	Existing Plan	New Second Tier Plan
	2% @ 50	2% @ 50 for newly hired members
2011-2012 Employer Contribution Rate:		
Risk Pool's Net Employer Normal Cost	14.014%	14.014%
Risk Pool's Payment on Amortization Bases	5.155%	5.155%
One-Year Final Compensation	0.871%	0.000%
Phase out of Normal Cost Difference	0.000%	0.000%
Amortization of Side Fund	0.618%	0.000%
Total Employer Contribution Rate	20.658%	19.169%
2011-2012 Employee Contribution Rate	9.000%	9.000%

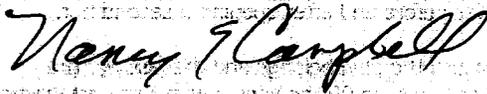
To initiate an amendment to the contract, please complete the attached election form and mail or FAX (916) 795-3005 the form with a letter to the Contracts Maintenance Unit, indicating your wish to contract for Section 20475 (Different Level of Benefits) and identifying the group(s) to which the benefit reduction applies.

In sections 20463 (b) and (c), the California Public Employees' Retirement Law requires the governing body of a public agency within five days of receipt of the contract amendment cost analysis, to provide each employee organization with a copy of the analysis. If this cost analysis was requested by an employee organization, the employee organization is also required within five days of receipt of the analysis, to provide a copy of the analysis to the public agency.

The June 30, 2009 Section 2 Risk Pool actuarial valuation report applicable to your new second tier plan can be viewed on the following website:

<http://www.calpers.ca.gov/index.jsp?bc=/employer/actuarial-gasb/risk-pooling/valuation-reports.xml>

If you have questions, please call (888) CalPERS (225-7377).



NANCY E. CAMPBELL, ASA, MAAA
Enrolled Actuary
Senior Pension Actuary, CalPERS



California Public Employees' Retirement System
 Actuarial Office
 P.O. Box 1494
 Sacramento, CA 95812-1494
 TTY: (916) 795-3240
 (888) 225-7377 phone • (916) 795-2744 fax
www.calpers.ca.gov

August 18, 2011

Employer Number: 450
 Employer Name: CITY OF IMPERIAL BEACH
 Rate Plan: SAFETY FIRE PLAN

Re: New Second Tier Plan (Section 20475: Different Level of Benefits Provided for New Employees; Section 21362 2% @ 50 Full Formula and Section 20037 Three-Year Final Compensation)

Dear Requestor:

In the table below, we show your 2011-2012 employer contribution rates before and after opening a second tier.

Of the five rate components, the first three are specific to the pool to which the plan belongs and the last two are specific to your agency. However, the Phase out of Normal Cost Difference will be 0% beginning with rates established for 2011-2012, so it has no impact from that time on.

The Side Fund will continue to be paid off by the first tier plan since all the past service on which it is based belongs to those current members who will continue in the first tier. The scheduled dollar amounts payable will continue as before. However, because newly hired members will be covered by the second tier, the number of members and payroll in the first tier will (after several years) gradually decline. The Amortization of Side Fund rate component is the dollars needed to pay off the side fund divided by the payroll. So as long as the Side Fund remains, **the first tier rate will increase as its payroll decreases.** The first tier side fund has been paid off.

Therefore, in determining the employer contributions savings, Amortization of Side Fund should be excluded. For your agency, the ultimate annual employer savings equals the difference between the Normal Cost and Surcharges rates times the second tier payroll. For 2011-2012 the Normal Cost and Surcharges percentage savings is $(17.164\% + 1.021\%) - (14.014\% + 0.000\%) = 4.171\%$. **The employer annual dollar savings is about 4.2% of the second tier fiscal year payroll.**

The Risk Pool's Payment on Amortization Bases is a temporary adjustment to the pool's contribution to "get the pool back on schedule". This temporary adjustment varies in amount and duration from pool to pool.

As of June 30, 2009	Existing Plan	New Second Tier Plan
	3% @ 50	2% @ 50 for newly hired members
2011-2012 Employer Contribution Rate:		
Risk Pool's Net Employer Normal Cost	17.164%	14.014%
Risk Pool's Payment on Amortization Bases	5.927%	5.155%
One-Year Final Compensation	1.021%	0.000%
Phase out of Normal Cost Difference	0.000%	0.000%
Amortization of Side Fund	6.763%	0.000%
Total Employer Contribution Rate	30.875%	19.169%
2011-2012 Employee Contribution Rate	9.000%	9.000%

To initiate an amendment to the contract, please complete the attached election form and mail or FAX (916) 795-3005 the form with a letter to the Contracts Maintenance Unit, indicating your wish to contract for Section 20475 (Different Level of Benefits) and identifying the group(s) to which the benefit reduction applies.

In sections 20463 (b) and (c), the California Public Employees' Retirement Law requires the governing body of a public agency within five days of receipt of the contract amendment cost analysis, to provide each employee organization with a copy of the analysis. If this cost analysis was requested by an employee organization, the employee organization is also required within five days of receipt of the analysis, to provide a copy of the analysis to the public agency.

The June 30, 2009 Section 2 Risk Pool actuarial valuation report applicable to your new second tier plan can be viewed on the following website:

<http://www.calpers.ca.gov/index.jsp?bc=/employer/actuarial-gasb/risk-pooling/valuation-reports.xml>

If you have questions, please call (888) CalPERS (225-7377).



NANCY E. CAMPBELL, ASA, MAAA
Enrolled Actuary
Supervising Pension Actuary, CalPERS



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL AND CHAIR AND MEMBERS OF THE HOUSING AUTHORITY

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: NOVEMBER 16, 2011

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

SUBJECT: PUBLIC HEARING: AT&T MOBILITY (APPLICANT)/SILVER STRAND PLAZA, LLC (PROPERTY OWNER); ADMINISTRATIVE COASTAL PERMIT (ACP 110008), CONDITIONAL USE PERMIT (CUP 110009), DESIGN REVIEW CASE (DRC 110010), AND SITE PLAN REVIEW (SPR 110011) FOR A MODIFICATION TO AN EXISTING WIRELESS FACILITY ON THE ROOF OF A COMMERCIAL BUILDING LOCATED AT 600 PALM AVENUE (APN 625-140-14-00 AND 625-140-21-00) IN THE C-1 (GENERAL COMMERCIAL) ZONE. MF 1068.

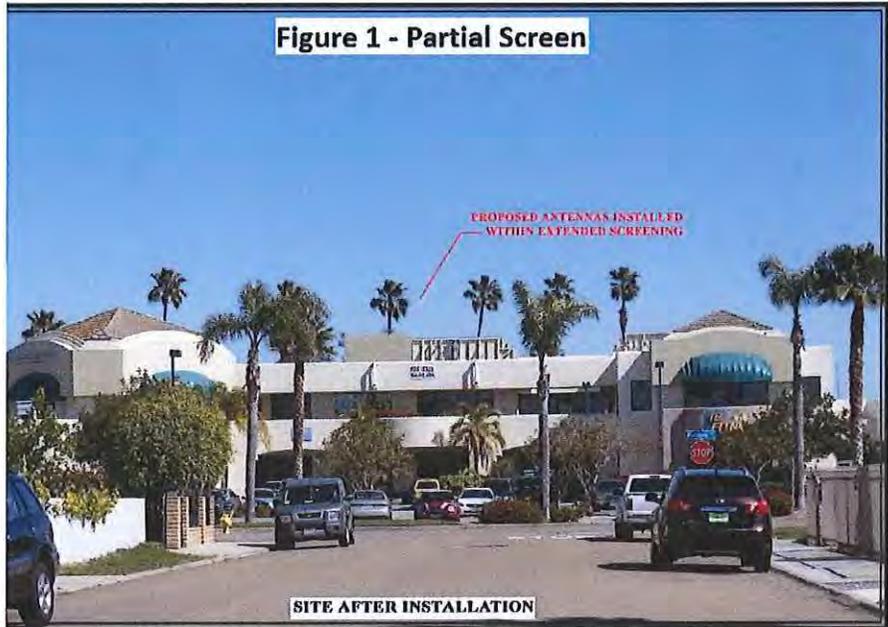
PROJECT DESCRIPTION/BACKGROUND:

This is an application (Master File 1068) for an Administrative Coastal Permit (ACP 110008), Conditional Use Permit (CUP 110009), Design Review Case (DRC 110010), and Site Plan Review (SPR 110011) for a modification of an existing wireless facility that will include the removal of six existing antennas and installation of twelve new antennas behind a screening wall on the roof of a commercial building located at 600 Palm Avenue (APN 625-140-14-00 and 625-140-21-00). The property is designated C-1 (General Commercial) by the City's General Plan and Municipal Code.



PROJECT EVALUATION/DISCUSSION:

The project proposes to modify an existing telecommunications facility that was originally approved in 2006 (see Attachment 4 - MF 804 Silver Strand-Cingular Plans 2006) by removing six existing antennas. Four antennas will be removed from the façade of the building and two from an existing screening wall on the roof, and twelve new antennas would locate behind a new screening wall. There is an existing screening wall on the east elevation that partially continues along the north elevation. The proposed screening wall would extend along the north and west elevations and would be designed to match the screening wall on the east. Any alterations to the existing commercial building facade where existing antennas will be removed would be restored to match the existing design, colors, and textures of the building. The base station equipment would continue to be located within the existing equipment room within the building. The portion of the project that would be viewable from the outside would be the proposed screening wall that would extend from the east elevation to the west.



As noted above, a screening wall exists on the east elevation and partially extends to the north elevation. The applicant is requesting to extend the screening wall to the west elevation in order to screen additional antennas. The applicant has provided two options for the proposed screening wall. The first option would be a partial screen that would only provide new screening in the areas where new antennas would locate (Figure 1 – Partial Screen). This option would provide the least amount of visual impacts to the existing conditions, though some antennas

may continue to be viewable from Bonito Avenue and Rainbow Drive. The second screening option would extend the screen on the west to match the length of the existing screen on the east elevation (Figure 2 – Extended Screen). This option would entirely block views of antennas and would match the existing design of the flat roof of the building.

The height of the existing screen on the east elevation is approximately seven feet measured from the roof, and reaches an overall height of 35.5 feet above existing grade. Both the proposed partial screening wall and the extended screening wall would match the height of the existing screening wall and an overall height of 35.5 feet above existing grade. Both options propose to maintain the same color as the existing screening wall on the east.

Both staff and the Design Review Board recommend approval of the extended screening wall design (Figure 2 – Extended Screen), because it would match the existing screening wall on the east, would block views of all antennas, and would match the flat line of the roof.

General Plan/ Zoning Consistency

The proposed development is subject to Chapter 19.90, “Wireless Communications Facilities,” Ordinance 2002-983 and Ordinance 2003-997. The purpose of the chapter is to establish standards for the siting, development and maintenance of wireless communications facilities and antennas throughout the City. The chapter is also intended to protect and promote the public health, safety and welfare, as well as the aesthetic quality of the City as set forth in the goals, objectives and policies of the General Plan. The proposed development meets the Development and Design Standards as outlined in Chapter 19.90. The project is located in the C-1 (General Commercial) Zone. The purpose of the C-1 Zone is to provide areas for businesses to meet the local demand for commercial goods and services.

STANDARDS	PROVIDED
The installation of wireless communications facilities may not reduce the number of required parking spaces on a proposed site.	The proposed antennas will be mounted on the roof of the existing building, and the equipment room is located within the building. No parking will be reduced.
Wireless communications facilities and accessory equipment must meet the required setbacks of the underlying zone, except that in a residential zone, the minimum setback for an antenna or equipment building from any property line is twenty feet.	There are no setbacks in the C-1 zone (BMC 19.26.040).
Wireless communications facilities must meet the height requirement of the underlying zone, unless a greater height is approved through the conditional use permit.	The height limit in the C-1 Zone is 40 feet. The proposed screen will measure 35.5' in height and will meet the height limit requirement.
A service provider with a wireless communications facility in the city must obtain a city business license.	This is a condition of approval for the CUP.
The visual impact of wireless communications facilities must be minimized to the maximum extent feasible, taking into consideration technological requirements, through the use of placement, screening, camouflage, and landscaping, so that	Antennas and screening already exist due to previous approvals in 2006 (ref. Cingular - MF 804). The proposed new antennas will locate behind a screened RF transparent wall that will extend

the facility is compatible with adjacent uses, existing architectural elements, topography, neighborhood landscaping, building materials, and other site characteristics.	further than previously approved and will match the design of the existing building, and match the screening that already exists on the east elevation.
The colors and materials of wireless communications facilities must blend into their backgrounds.	The antennas will locate behind a screening wall that will match the color and design of the existing building. The antennas will be painted to match the existing building to blend in with the background.
Facade-mounted antennae must be integrated architecturally into the style and character of the structure to which they are attached; they must be painted and textured to match the existing structure; and they may not project more than eighteen inches from the face of the building or other support structure unless approved by a conditional use permit.	The antennas will locate behind a screening wall that will be integrated into the style and character of the existing building.
Roof-mounted antennae may not exceed the minimum height necessary to serve the operator's service area, while complying with the building height requirements of this title; they must be designed to minimize their visibility from surrounding areas; and they must be painted and textured to match the existing structure or building.	The proposed antennas will comply with the building height requirements since they will not locate above 40' in height, and are designed to have minimum visibility because they will locate behind a screening wall.
Freestanding facilities, including towers, lattice towers, and monopoles, are discouraged unless no reasonable alternative is possible. If a freestanding facility is necessary, it may not exceed the minimum functional height and width required to support the proposed wireless facility.	There are no proposed freestanding facilities.
Proposed freestanding facilities must be stealth facilities; they must be painted and designed to blend in with the surrounding area; and they must be landscaped, if necessary, to minimize visual impacts.	There are no proposed freestanding facilities.
Wireless facility support structures, such as equipment buildings, cabinets, cables, air conditioning units, and fencing, must be painted and textured to match the surrounding physical area and screened with landscaping in order to minimize visual impacts	The equipment area has already been installed inside of the building due to previous approvals (ref. MF 804) and will not require expansion.
No advertising signs may be placed on any facility or equipment.	There are no proposed advertising signs.

Surrounding Land Use and Zoning

	Surrounding Zoning	Surrounding Land Use
North	C-1	Commercial
South	R-1-6000	Residential
East	C-1	Commercial
West	R-1-6000	Residential

ENVIRONMENTAL IMPACT:

This project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(e) (Existing Facilities - Negligible expansion).

COASTAL JURISDICTION:

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

FISCAL ANALYSIS:

The applicant has deposited \$8,000.00 in Project Account Number (110008) to fund the processing of this application.

DESIGN REVIEW BOARD (DRB) RECOMMENDATION:

At the Design Review Board meeting of September 15, 2011, the Board recommended approval of the project with the extended screen (Figure 2 – Extended Screen) by a vote of 4-0 (1 absent).

DEPARTMENT RECOMMENDATION:

1. Consider public testimony at the advertised public hearing.
2. Consider adoption of Resolution No. 2011-7115, approving Administrative Coastal Permit (ACP 110008), Conditional Use Permit (CUP 110009), Design Review Case (DRC 110010), and Site Plan Review (SPR 110011) which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.
3. If the partial screen is preferred, then modify condition #1 of Resolution 2011-7115 to approve the plans and photosimulations dated May 11, 2011 (partial screen design).

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution 2011-7115
 2. Plans and photosimulations (Partial Screen)
 3. Plans and photosimulations (Extended Screen)
 4. MF 804 Silver Strand-Cingular Project 2006
 5. Photo Survey
 6. Coverage Map
- c: File MF 1068
Danielle Goldman, M&M Telecom, Inc., 2530 Albatross St., San Diego, CA 91372
Silver Strand Plaza, LLC P.O. Box 8908. Calabasas, CA 91372
Greg Wade, Community Development Director
Jim Nakagawa, City Planner
Jacque Hald, City Clerk

[Return to Agenda](#)

RESOLUTION NO. 2011-7115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING ADMINISTRATIVE COASTAL PERMIT (ACP 110008), CONDITIONAL USE PERMIT (CUP 110009), DESIGN REVIEW CASE (DRC 110010), AND SITE PLAN REVIEW (SPR 110011) FOR A MODIFICATION TO AN EXISTING WIRELESS FACILITY ON THE ROOF OF A COMMERCIAL BUILDING LOCATED AT 600 PALM AVENUE (APN 625-140-14-00 AND 625-140-21-00) IN THE C-1 (GENERAL COMMERCIAL) ZONE. MF 1068.

WHEREAS, on November 16, 2011, the City Council of the City of Imperial Beach held a duly advertised and noticed public hearing to consider the merits of approving or denying an application for an Administrative Coastal Permit (ACP 110008), Conditional Use Permit (CUP 110009), Design Review Case (DRC 110010), and Site Plan Review (SPR 110011) for a modification of an existing wireless facility that will include the removal of six existing antennas and installation of twelve new antennas behind a screening wall on the roof of a commercial building located at 600 Palm Avenue (APN 625-140-14-00 and 625-140-21-00) in the C-1 (General Commercial) Zone, a site legally described as follows:

Parcel 1: All that portion of the west half of the southeast quarter of the southeast quarter of Section 19, Township 18 south, Range 2 west, San Bernadino base and meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government survey, lying westerly of the easterly 66.00 feet thereof, lying easterly of the westerly 34.00 feet thereof, and lying excepting the property described above, any portion thereof, lying northerly of the southerly line of the road as granted to the State of California, by deed recorded July 12, 1943 in Book 1543, page 7 of Official Records.

Parcel 2: All those portions of block 6 of south Coronado, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 229, filed in the Office of the County Recorder of San Diego County, August 23, 1887, together with a portion of Folks Avenue, now vacated and closed to Public Use; and

WHEREAS, on September 15, 2011, the Design Review Board adopted DRB Resolution No. 2011-01 recommending conditional approval of the project design; and

WHEREAS, the project design of the 12 antennas to be mounted on an RF transparent screening wall flush with the existing building and the associated base station equipment located inside of the building will not be obtrusive and therefore compatible in use and appearance with the surrounding area and existing telecommunications antennas, consistent with Policy D-8 of the Design Element of the General Plan and with Ordinance Nos. 2002-983 and 2003-997; and

WHEREAS, this project complies with the Application Requirements of Section 19.90.050, the Development and Design Standards of Section 19.90.070 and will be required to comply with the Operations and Maintenance Standards of Section 19.90.080 of Chapter 19.90 "Wireless Communication Facilities" of the zoning ordinance; and

WHEREAS, the City Council of the City Of Imperial Beach hereby finds that necessity compels placement of this facility in this location to avoid a significant gap in wireless communications coverage; and

WHEREAS, the City Council of the City Of Imperial Beach hereby finds that the proposed conditions are consistent with the Federal Telecommunications Act of 1996; and

WHEREAS, this project complies with the requirements of the California Environmental Quality Act (CEQA) as this project shall be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(e) (Negligible Expansion); and

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

ADMINISTRATIVE COASTAL PERMIT:

- 1. The proposed development conforms to the certified local coastal plan including coastal land use policies.**

Shore Processes and Shore Protection

This finding does not apply since the project site is not adjacent to the oceanfront that would require shore protection.

Public Access

The subject site is not located between the ocean and the first public road, which, in most cases, is Seacoast Drive. No issue regarding public access to the beach is identified for this project.

Coastal/Scenic View

The antennas shall be mounted to a screening wall on the roof of an existing commercial building and would not impact coastal or scenic views.

The project site is located in a non-appealable coastal zone and complies with the land use designation of the General Plan/Local Coastal Plan.

- 2. For all development seaward of the nearest public highway to the shoreline, the proposed development meets standards for public access and recreation of Chapter Three of the 1976 Coastal Act and regulations promulgated thereunder.**

The subject site is not located between the ocean and the first public road, which, in most cases, is Seacoast Drive. No issue regarding public access to the beach is identified for this project.

- 3. The proposed development meets the minimum relevant criteria set forth in Title 19, Zoning.**

The project has complied with the application requirements for telecommunications facilities pursuant to Section 19.90.050, with the development and design standards of Section 19.90.070, and will be required to comply with the operations and maintenance standards of Section 19.90.080 of the City's Wireless Communication Facilities Ordinance. Additionally, this project is consistent with the certification order of the Coastal Commission regarding the City's Wireless Communication Facilities Ordinances (Nos. 2002-983 and 2003-997) in that this project proposes to blend in with the existing development.

- 4. This project complies with the California Environmental Quality Act.**

This project is categorically exempted from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article 19 Section 15301(e) (Negligible Expansion). The City has prepared a Categorical Exemption per the CEQA

requirements for this project and the Notice of Exemption will be filed with the County Clerk in compliance with CEQA.

5. Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, of the Coastal Development Project have been satisfied.

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on November 3, 2011, and a public hearing notice was published in the South County Eagle & Times newspaper on November 3, 2011.

CONDITIONAL USE PERMIT:

6. That the proposed use is necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood or community;

The wireless telecommunication facility at 600 Palm Avenue will provide expanded communication services to the City of Imperial Beach, avoiding gaps in wireless communications coverage and therefore contribute to the general well being of the neighborhood or community. The structure will locate on a roof behind a screening wall. The project is subject to Chapter 19.90, "Wireless Communications Facilities," Ordinance No. 2002-983 and Ordinance No. 2003-997, which establishes the standards for siting, development and maintenance of wireless communications facilities and antenna throughout the city.

7. That the use will not, under the 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 wireless telecommunication facility at 600 Palm Avenue 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 as it will be required to comply with Chapter 19.90, "Wireless Communications Facilities," which is to provide for the public safety, health and welfare, as well as for the aesthetic quality as set forth in the goals, objectives and policies of the General Plan. In the Conditions of Approval, specific conditions have been set forth to mitigate the concerns such a development project may create. The 1996 Federal Telecommunications Act preempts local jurisdictions from addressing any health effects of the facilities.

8. That the proposed use will comply with the regulations and conditions specified in this title for the use and for other permitted uses in the same zone; and

The use will comply with the regulations and conditions specified in the title for such use and for other permitted uses for wireless communication facilities (Chapter 19.90). Compliance is demonstrated by the following:

STANDARDS	PROVIDED/PROPOSED
The installation of wireless communications facilities may not reduce the number of required parking spaces on a proposed site.	The proposed antennas will be mounted on the roof of the existing building, and the equipment room is already located within the building. No parking will be reduced.

Wireless communications facilities and accessory equipment must meet the required setbacks of the underlying zone, except that in a residential zone, the minimum setback for an antenna or equipment building from any property line is twenty feet.	There are no setbacks in the C-1 zone (BMC 19.26.040).
Wireless communications facilities must meet the height requirement of the underlying zone, unless a greater height is approved through the conditional use permit.	The height limit in the C-1 Zone is 40 feet. The proposed screen will measure 35.5' in height and will meet the height limit requirement.
A service provider with a wireless communications facility in the city must obtain a city business license.	This is a condition of approval for the CUP.
The visual impact of wireless communications facilities must be minimized to the maximum extent feasible, taking into consideration technological requirements, through the use of placement, screening, camouflage, and landscaping, so that the facility is compatible with adjacent uses, existing architectural elements, topography, neighborhood landscaping, building materials, and other site characteristics.	Antennas and screening already exist due to previous approvals in 2006 (ref. Cingular - MF 804). The proposed new antennas will locate behind a screened RF transparent wall that will extend further than previously approved and will match the design of the existing building, and match the screening that already exists on the east elevation.
The colors and materials of wireless communications facilities must blend into their backgrounds.	The antennas will locate behind a screening wall that will match the color and design of the existing building. The antennas will be painted to match the existing building to blend in with the background.
Facade-mounted antennae must be integrated architecturally into the style and character of the structure to which they are attached; they must be painted and textured to match the existing structure; and they may not project more than eighteen inches from the face of the building or other support structure unless approved by a conditional use permit.	The antennas will locate behind a screening wall that will be integrated into the style and character of the existing building.
Roof-mounted antennae may not exceed the minimum height necessary to serve the operator's service area, while complying with the building height requirements of this title; they must be designed to minimize their visibility from surrounding areas; and they must be painted and textured to match the existing structure or building.	The proposed antennas will comply with the building height requirements since they will not locate above 40' in height, and are designed to have minimum visibility because they will locate behind a screening wall.
Freestanding facilities, including towers, lattice towers, and monopoles, are discouraged unless no reasonable alternative is possible. If a freestanding facility is necessary, it may not exceed the minimum functional height and width required to support the proposed wireless facility.	There are no proposed freestanding facilities.

Proposed freestanding facilities must be stealth facilities; they must be painted and designed to blend in with the surrounding area; and they must be landscaped, if necessary, to minimize visual impacts.	There are no proposed freestanding facilities.
Wireless facility support structures, such as equipment buildings, cabinets, cables, air conditioning units, and fencing, must be painted and textured to match the surrounding physical area and screened with landscaping in order to minimize visual impacts	The equipment area has already been installed inside of the building due to previous approvals (ref. MF 804) and will not require expansion.
No advertising signs may be placed on any facility or equipment.	There are no proposed advertising signs.

9. That the granting of the conditional use permit will be in harmony with the purpose and intent of the zoning code, the adopted General Plan and the adopted Local Coastal Program

The granting of the conditional use permit will be in harmony with the purpose and intent of the zoning code (Chapter 19.90) and with the adopted general plan as the potential visual impacts of the proposal have been mitigated by design; i.e. the antennas shall be mounted to a screening wall on the roof of a commercial building.

DESIGN REVIEW/SITE PLAN REVIEW:

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

The wireless facility already exists, and the modification to the antenna screening wall is compatible with the surrounding uses in the neighborhood and does not have any detrimental effect upon the general health, safety and convenience.

11. The proposed use does not adversely affect the General Plan or the Local Coastal Plan.

The General Plan/Local Coastal Plan designates the site as General Commercial (C-1 Zone), providing for the development of wireless facilities. The wireless facility already exists and will be modified to house additional antennas that will be screened by a wall on the roof of commercial building. The project site is located in a non-appealable coastal zone and complies with the land use designation of the General Plan/Local Coastal Plan.

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

The wireless facility already exists, and the modification to the antenna screening wall is compatible with the surrounding uses in the neighborhood.

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

The wireless facility already exists and modification to the antenna screening wall is compatible with the surrounding structures and uses in the neighborhood.

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

The wireless facility is located on the roof of an existing commercial building and the modification to the antenna screening wall will integrate with the building and will not impact surrounding uses.

15. Access to and parking for the proposed use does not create any undue traffic problem.

The wireless facility already exists on the roof of an existing commercial building and modification to the facility will not impact undue traffic problems.

16. All other applicable provisions of the Zoning Code are complied with.

The project has complied with the application requirements for telecommunications facilities pursuant to Section 19.90.050, with the development and design standards of Section 19.90.070, and will be required to comply with the operations and maintenance standards of Section 19.90.080 of the City's Wireless Communication Facilities Ordinance. Additionally, this project is consistent with the certification order of the Coastal Commission regarding the City's Wireless Communication Facilities Ordinances (Nos. 2002-983 and 2003-997) in that this project proposes to blend in with the existing development.

17. Any other considerations as the Community Development Department deem necessary to preserve the health, safety and convenience of the City in general.

Standard and applicable conditions of approval have been included with the Resolution to further ensure that the health, safety, welfare, and convenience of the City in general is preserved.

18. Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, have been satisfied.

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on November 3, 2011, and a public hearing notice was published in the South County Eagle & Times newspaper on November 3, 2011.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the above-listed findings and recitals are true and correct and are incorporated by reference; and

BE IT FURTHER RESOLVED by the City Council of the City of Imperial Beach that Administrative Coastal Permit (ACP 110008), Conditional Use Permit (CUP 110009), Design Review Case (DRC 110010), and Site Plan Review (SPR 110011) for a modification of an existing wireless facility that will include the removal of six existing antennas and installation of twelve new antennas behind a screening wall on the roof of a commercial building located at 600 Palm Avenue (APN 625-140-14-00 and 625-140-21-00) in the C-1 (General Commercial) Zone, are hereby approved subject to the following:

CONDITIONS OF APPROVAL:**A. PLANNING:**

1. The final plans for the project development shall be in substantial accordance with the plans and photosimulations dated August 31, 2011 (extended screen design), on file in the Community Development Department and with the conditions required herein.
2. Colors and materials shall match the design of the existing building.
3. Areas where antennas would be removed shall be reconstructed to re-integrate into the style and character of the structure and must be painted and textured to match the existing structure.
4. Project shall comply with Imperial Beach Municipal Code 19.90.080 Wireless Facilities - Operation and Maintenance Standards, which are as follows:
 - Air conditioning units and noise-generating equipment must comply with the noise standards in Chapter 19.32;
 - In residential zones, security lighting must be operated with a timing device and shielded to limit light exposure on neighboring properties;
 - Wireless communications facilities and related equipment must be maintained in good condition, free from trash, debris, graffiti and all other forms of vandalism. Any damaged wireless communications facilities or equipment must be repaired as soon as reasonably possible, so as to minimize dangerous conditions and visual blight;
 - Landscaping elements of a wireless communications facility must be maintained in good condition. Damaged, dead or decaying landscaping must be replaced as promptly as possible;
 - In residential zones, routine equipment maintenance may only be conducted between eight a.m. and five p.m., Monday through Friday. In all other zones, routine maintenance may be conducted at any time;
 - Emergency maintenance may only be conducted during power outages or equipment failure;
 - In residential zones, non-emergency visits for scheduled upgrades, other than as described in subsection E of this section, require seventy-two-hour notice to the City and adjacent neighbors. No more than one scheduled upgrade is permitted every twelve months;
 - A statement that the wireless communications facility conforms with the current FCC safe-exposure standards must be submitted annually to the director of community development. (Ord. 2002-983 § 30 (part), 2002).
5. Appropriate BMP's shall be in place during any maintenance of base station equipment to prevent any materials to enter storm drain conveyance system.
6. Service provider shall obtain and/or maintain a city business license.
7. Project shall comply with all applicable Building and Municipal Code requirements.
8. All negative balances in the project account (110008) shall be paid prior to building permit issuance and final inspection.

9. **Approval** of Administrative Coastal Permit (ACP 110008), Conditional Use Permit (CUP 110009), Design Review Case (DRC 110010), and Site Plan Review (SPR 110011) for this project is valid for a one-year vesting period from the date of approval, to **expire on November 16, 2012**. 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.
 10. 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.
 11. Conditional use permits for wireless communication facilities have a maximum term of ten (10) years, with an automatic review in five (5) years at a public hearing (IBMC 19.90.090). The applicant will be required to renew the Conditional Use Permit (CUP 110009) prior to the **expiration date, November 16, 2021**, in accordance with Chapter 19.82.
- B. BUILDING:**
12. A design professional will be required at time of construction drawings to prepare plans for proposed improvements per the Business and Professions Code. Comprehensive detailed construction plans are required at the time of submittal by the Building Official.
 13. The Title Sheet of the plans shall include:
 - a. Description of use.
 - b. Type of construction.
 - c. Height of the building
 14. BUILDING CODES – Obtain all requirements building permits (Building, Plumbing, Mechanical, Grading, etc.) for all improvements (new framing, electrical, mechanical, plumbing) for this project. All construction shall comply with the most recent adopted City and State building codes. The current adopted codes are the following:
 - 2010 California Building Code
 - 2010 California Electrical Code
 - 2010 California Mechanical Code
 - 2010 California Plumbing Code
 - 2010 California Energy Code
 - 2010 California Fire Code
 15. Complete construction details for the proposed screen addition, antenna installation/attachment and specifications for the equipment shall be provided at the time of application for building permit.
- D. PUBLIC WORKS**
16. 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.

17. 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.
18. 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.
19. All street work construction requires a Class A contractor to perform the work. All pavement transitions shall be free of tripping hazards. 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).
20. 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.
21. Any disposal/transportation of solid waste / construction waste in roll off containers must be contracted through the City's waste management provider unless the hauling capability exists integral to the prime contractor performing the work.
22. The existing parcel impervious surfaces are required to not increase beyond the current impervious services as a post-installation condition in order to maximize the water runoff infiltration area on the parcel in compliance with Municipal Storm Water Permit – Order R9 - 2007-01.
23. 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
24. Property owner shall 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.

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 meeting held on the 16th day of November 2011, by the following vote:

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

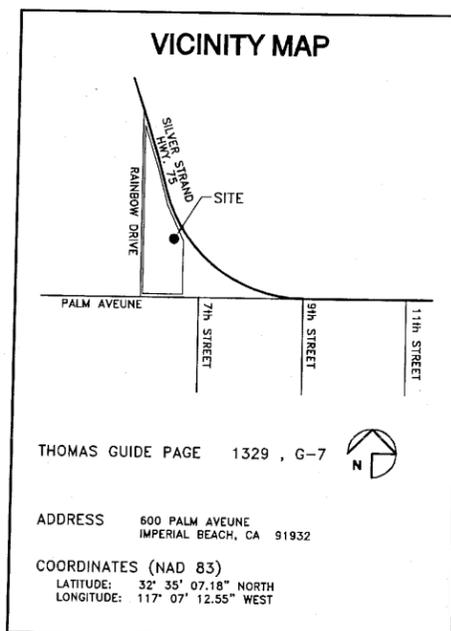
JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



**POWERHOUSE LTE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SS0048
OPTIMAL**



SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

CONSULTANT TEAM

ARCHITECT:
WILLIAM BOOTH & ROBERT SUAREZ
ARCHITECTURE & PLANNING
P.O. BOX 4651
CARLSBAD, CA 92018
(760) 434-8474
(760) 434-8596 (FAX)

PLANNING:
M&M TELECOM, INC.
DANIELLE GOLDMAN
6886 MIMOSA DRIVE
CARLSBAD, CA 92011
(619) 972-4944
(760) 454-4505 (FAX)
DANIELLE.GOLDMAN@MTELECOMINC.COM (EMAIL)

LEASING:
M&M TELECOM, INC.
FELICIA PHILLIPS
6886 MIMOSA DRIVE
CARLSBAD, CA 92011
(714) 791-6643
FPHILLIPS@PRECEPTCONSULTANTS.COM (EMAIL)

RF INFORMATION

	LTE	GSM	UMTS
Tx	704.0 - 716.0 MHz	869 - 874.6 MHz 890 - 891.4 MHz 1950 - 1952.8 MHz 1970 - 1980 MHz	874.6 - 879.6 MHz 1945 - 1950 MHz
Rx	734.0 - 746.0 MHz	824 - 829.4 MHz 845 - 846.4 MHz 1870 - 1872.8 MHz 1890 - 1900 MHz	829.6 - 834.4 MHz 1865 - 1869.8 MHz
MAX EIRP:		LTE: 850 MHz: 54 WATTS 1900 MHz: 54.5 WATTS	500 WATTS

PROJECT SUMMARY

APPLICANT: AT&T MOBILITY
5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121
(858) 642-9441
CONTACT: DANIELLE GOLDMAN
PHONE: (619) 972-4944

OWNER: SILVER STRAND PLAZA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
P.O. BOX 8908
CALABASAS, CA 91372
CONTACT: MARY SHERMAN
PHONE: (818) 730-2003
ON-SITE PROPERTY MANAGER: DIANE SCHMOLDT
PHONE: (858) 692-4557

PROJECT DESCRIPTION:

- INSTALL (1) AT&T MOBILITY EQUIPMENT RACK IN AN EXISTING 12'-4" X 21'-9" EQUIPMENT ROOM IN AN EXISTING BUILDING
- EXPAND EXISTING RF TRANSPARENT ANTENNA SCREEN ON ROOF OF EXISTING BUILDING TO SCREEN PROPOSED ANTENNAS
- REMOVE (6) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS AND INSTALL (12) 6'-4" PANEL ANTENNAS ON PROPOSED ANTENNA MOUNTING PIPES BEHIND RF TRANSPARENT SCREENS ON ROOF OF EXISTING BUILDING
- INSTALL (12) RRUS-11 UNITS PIPE MOUNTED BEHIND PROPOSED ANTENNAS
- INSTALL (12) TMA UNITS PIPE MOUNTED BEHIND PROPOSED ANTENNAS
- INSTALL (1) GPS ANTENNA

PROJECT ADDRESS: 600 PALM AVENUE
IMPERIAL BEACH, CA 91932

ASSESSORS PARCEL NUMBER: 625-140-14, 21 & 22

EXISTING ZONING: C

TOTAL SITE AREA: 121,561 SQ. FT.
=2.79 ACRES

EXISTING BUILDING OCCUPANCY & USE: B: OFFICE
M: RETAIL
A-3: GYM

TYPE OF CONSTRUCTION: VB

NOTE: THERE ARE (3) EXISTING TELECOMMUNICATIONS FACILITIES ON SITE (AT&T, T-MOBILE & SPRINT)

SHEET SCHEDULE

T-1	TITLE SHEET
A-1	SITE PLAN
A-2	PARTIAL ROOF PLAN
A-3	ANTENNA PLANS
A-4	EQUIPMENT PLAN
A-5	EXTERIOR ELEVATIONS
A-6	EXTERIOR ELEVATIONS

LEGAL DESCRIPTION

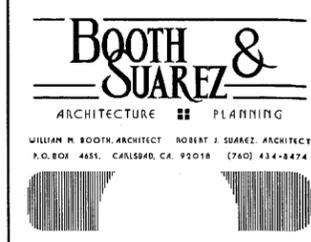
PARCEL 1:
ALL THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, LYING WESTERLY OF THE EASTERLY 66.00 FEET THEREOF, LYING EASTERLY OF THE WESTERLY 34.00 FEET THEREOF, AND LYING EXCEPTING THE PROPERTY DESCRIBED ABOVE, ANY PORTION THEREOF, LYING NORTHERLY OF THE SOUTHERLY LINE OF THE ROAD AS GRANTED TO THE STATE OF CALIFORNIA, BY DEED RECORDED JULY 12, 1943 IN BOOK 1543, PAGE 7 OF OFFICIAL RECORDS.

PARCEL 2:
ALL THOSE PORTIONS OF BLOCK 6 OF SOUTH CORONADO, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 229, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 23, 1887, TOGETHER WITH A PORTION OF FOLKS AVENUE, NOW VACATED AND CLOSED TO PUBLIC USE.

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
CALIFORNIA STATE BUILDING CODE, TITLE 24, 2010 EDITION
CALIFORNIA PLUMBING CODE, 2007 EDITION
CALIFORNIA MECHANICAL CODE, 2007 EDITION
CALIFORNIA ELECTRICAL CODE, 2007 EDITION
CALIFORNIA FIRE CODE, 2007 EDITION
CALIFORNIA ENERGY CODE, 2007 EDITION

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.



PREPARED FOR

5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
**POWERHOUSE LTE
OPTIMAL**

PROJECT NUMBER
SS0048

600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SAN DIEGO COUNTY

DRAWING DATES

12/02/10	90% OPTIMAL ZD REVIEW (acp)
02/24/11	100% OPTIMAL ZD (acp)

SHEET TITLE
TITLE SHEET

PROJECTS\AT&T LTE\10261

T-1



PREPARED FOR



5738 PACIFIC CENTER BOULEVARD
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
POWERHOUSE LTE OPTIMAL

PROJECT NUMBER
SS0048

600 PALM AVENUE
 IMPERIAL BEACH, CA 91932
 SAN DIEGO COUNTY

DRAWING DATES

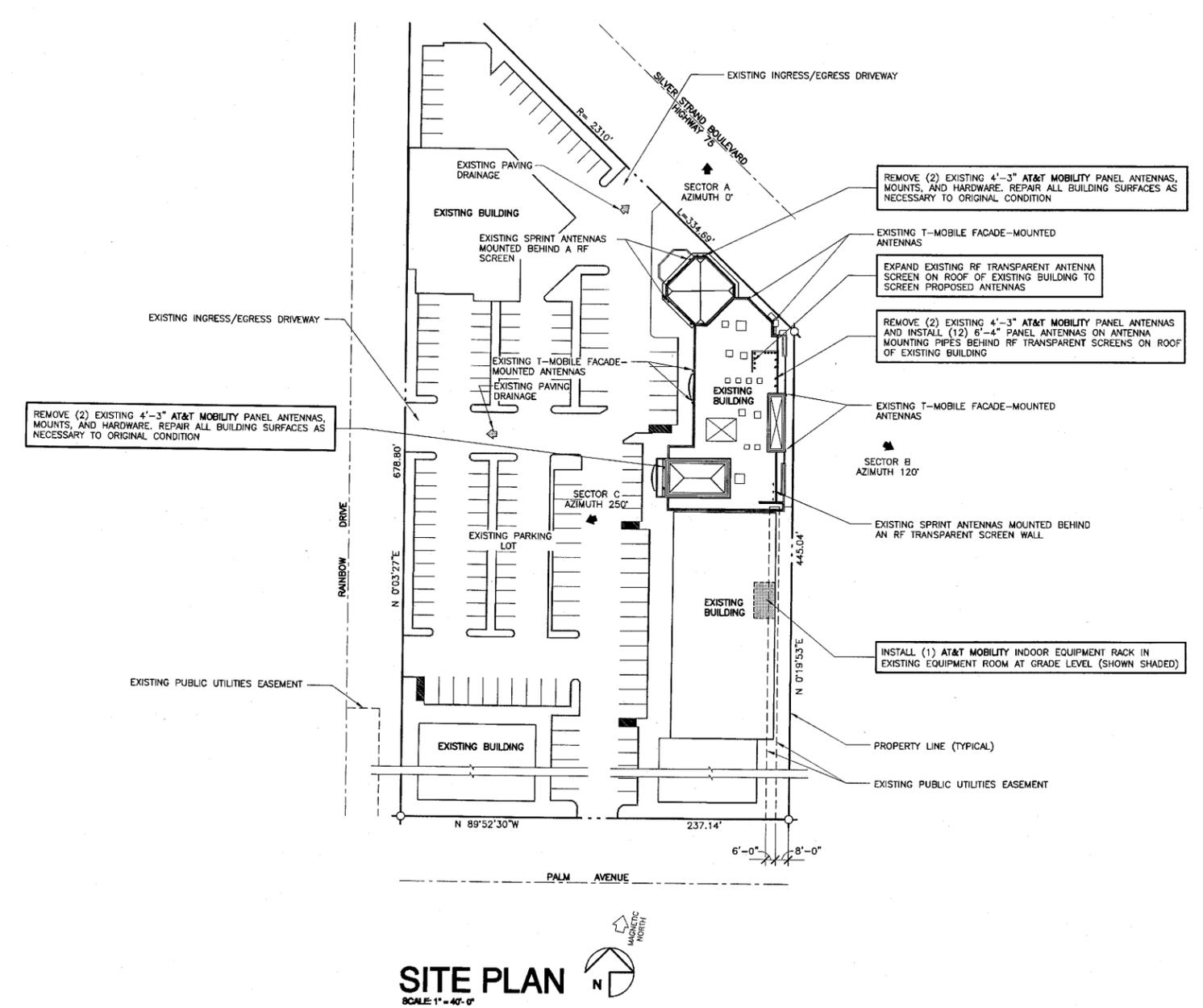
12/02/10	90% OPTIMAL ZD REVIEW (acc)
02/24/11	100% OPTIMAL ZD (acc)

SHEET TITLE

SITE PLAN

PROJECTS\AT&T LTE\10261

A-1





PREPARED FOR



5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

POWERHOUSE LTE OPTIMAL

PROJECT NUMBER

SS0048

600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SAN DIEGO COUNTY

DRAWING DATES

12/02/10 90% OPTIMAL ZD REVIEW (ocp)
02/24/11 100% OPTIMAL ZD (ocp)

SHEET TITLE

PARTIAL ROOF PLAN

PROJECTS\AT&T LTE\10261

A-2

ROOF PLAN NOTES:

- ① EXISTING AT&T MOBILITY RF NOTICE SIGNAGE ATTACHED TO EXISTING CUPOLA WALL
- ② EXISTING PARAPET
- ③ EXISTING AT&T MOBILITY EQUIPMENT ROOM LOCATED AT 1ST FLOOR OF EXISTING BUILDING (SHOWN SHADED)
- ④ EXISTING REFLECTIVE YELLOW STRIPES ALONG EACH SIDE OF "TRAF-WALK" PADS (TYPICAL)
- ⑤ RUN CONDUIT FOR DC POWER & FIBER IN EXISTING COAXIAL CABLE TRAY
- ⑥ EXISTING "TRAF-WALK" PADS FROM ROOF ACCESS TO EQUIPMENT ROOM (TYPICAL)
- ⑦ EXISTING RF TRANSPARENT SCREEN
- ⑧ EXISTING TUNGSTEN HALOGEN WALK PATH SAFETY LIGHTS (TYPICAL OF 2)
- ⑨ EXISTING LIGHT SWITCH FOR WALK PATH SAFETY LIGHTS
- ⑩ EXISTING CONDENSER UNITS MOUNTED ON WOOD SLEEPERS ON ROOF OF EXISTING BUILDING (TYPICAL OF 2)
- ⑪ EXISTING TMA UNIT MOUNTED TO EXISTING WALL TO BE REMOVED
- ⑫ EXISTING ROOF ACCESS HATCH
- ⑬ EXISTING MECHANICAL EQUIPMENT (TYPICAL)
- ⑭ EXISTING SPRINT ANTENNAS MOUNTED BEHIND EXISTING SCREEN WALL
- ⑮ EXISTING SPRINT ANTENNAS BEHIND EXISTING SCREEN WALL
- ⑯ EXISTING T-MOBILE ANTENNAS FACADE MOUNTED TO EXISTING WALL
- ⑰ EXISTING COAXIAL CABLE SHROUD
- ⑱ EXISTING E-911/GPS ANTENNA MOUNTED TO CABLE TRAY, SEE DETAIL
- ⑲ PROPOSED GPS ANTENNA MOUNTED TO CABLE TRAY
- ⑳ EXISTING BUILT-UP ROOF
- ㉑ EXISTING DECK
- ㉒ EXISTING PLANTER AREA
- ㉓ EXISTING COAXIAL CABLE HATCH
- ㉔ EXISTING STUCCO FINISHED SOFFIT
- ㉕ EXISTING OPEN WELL TO BELOW
- ㉖ EXISTING COAXIAL CABLE TRAY TO BE REMOVED
- ㉗ PROPOSED CABLE TRAY

REMOVE (2) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS, MOUNTS, AND HARDWARE. REPAIR ALL BUILDING SURFACES AS NECESSARY

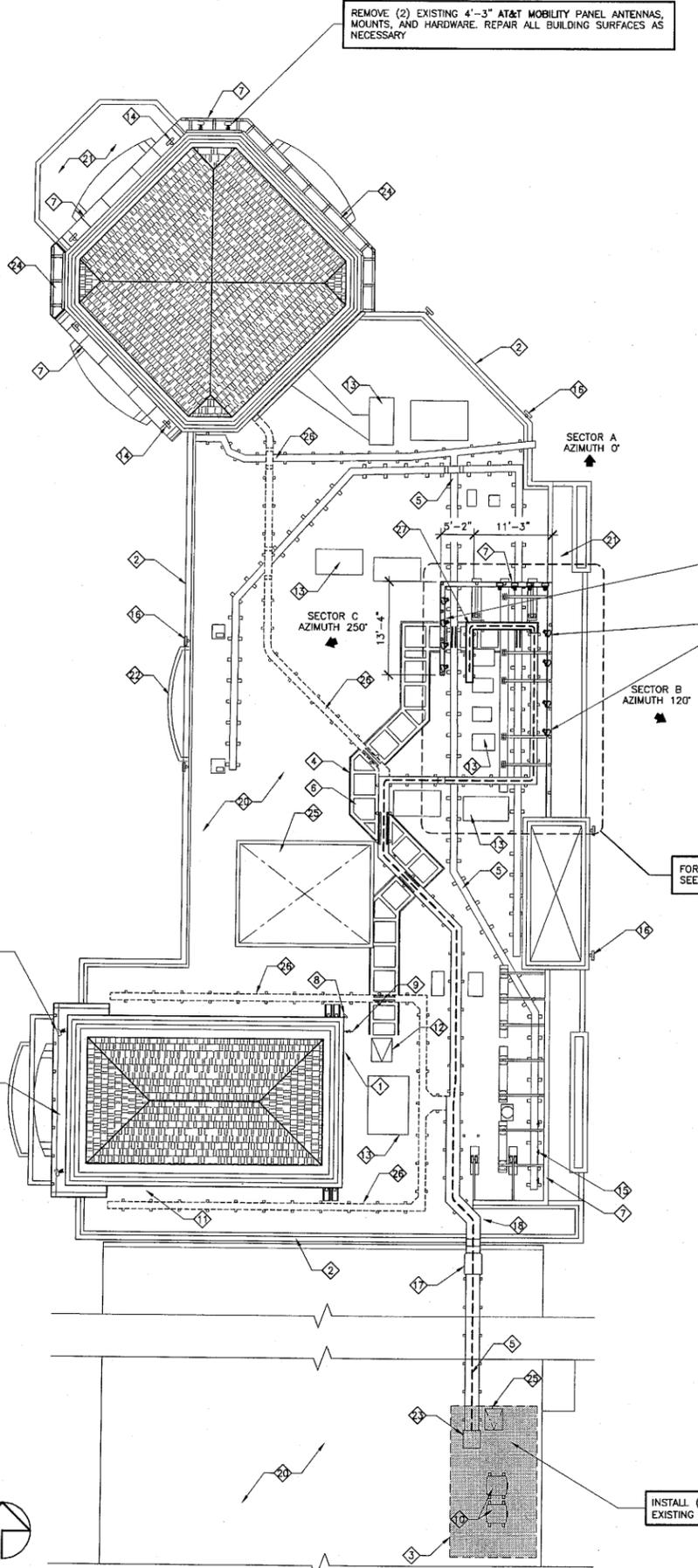
EXPAND EXISTING RF TRANSPARENT ANTENNA SCREEN ON ROOF OF EXISTING BUILDING TO SCREEN PROPOSED ANTENNAS

REMOVE (2) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS AND INSTALL (12) 6'-4" PANEL ANTENNAS ON ANTENNA MOUNTING PIPES BEHIND RF TRANSPARENT SCREENS ON ROOF OF EXISTING BUILDING TO ORIGINAL CONDITION

FOR ENLARGED PLAN OF THIS AREA SEE ANTENNA PLAN SHEET A-3

REMOVE (2) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS, MOUNTS, AND HARDWARE. REPAIR ALL BUILDING SURFACES AS NECESSARY TO ORIGINAL CONDITION

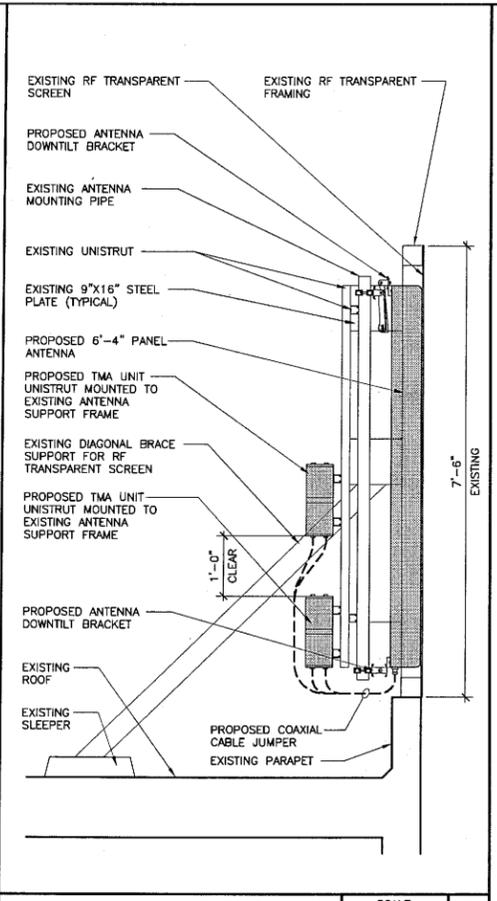
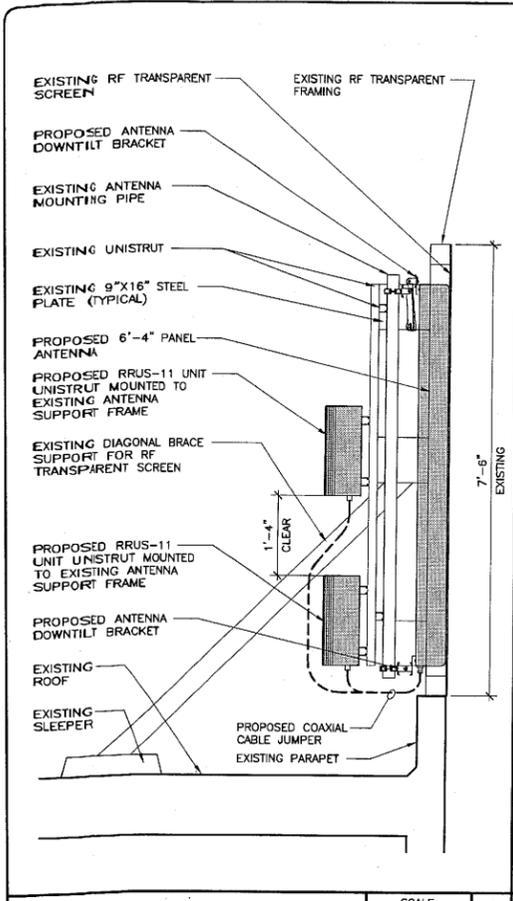
INSTALL (1) PROPOSED AT&T MOBILITY EQUIPMENT RACK IN EXISTING EQUIPMENT ROOM AT GRADE LEVEL (SHOWN SHADED)



PARTIAL ROOF PLAN

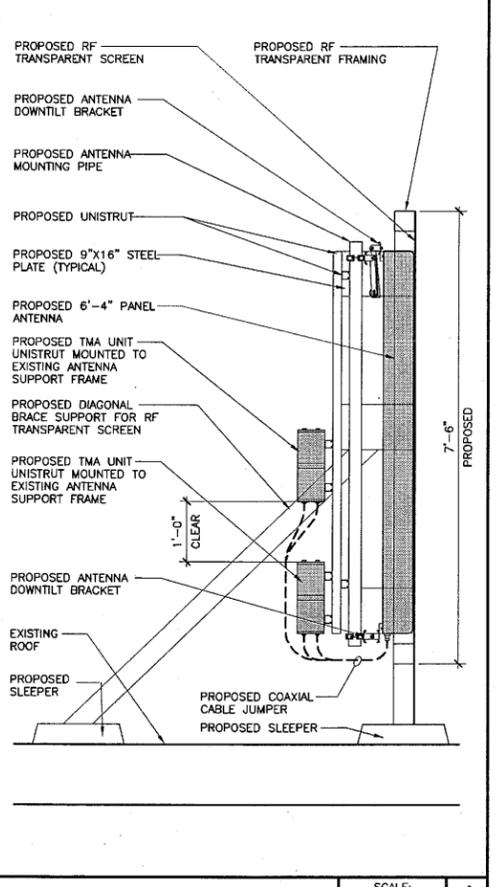
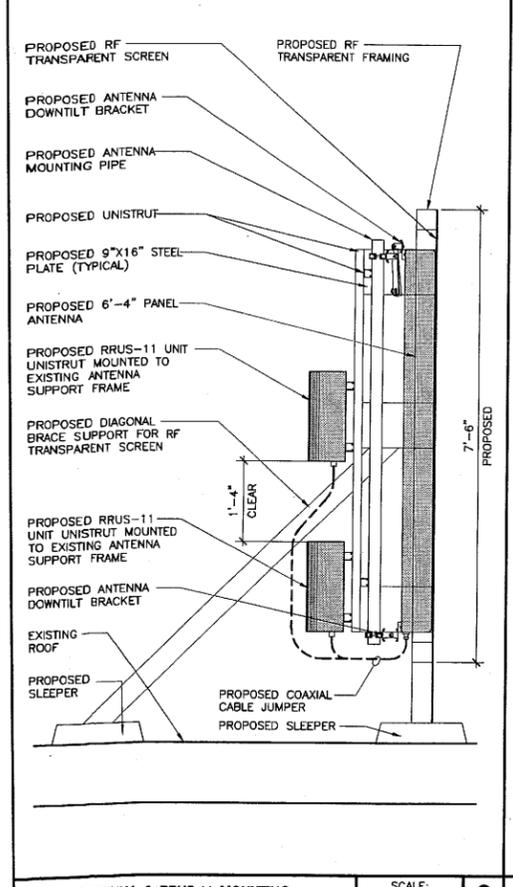
SCALE: 1" = 10'-0"





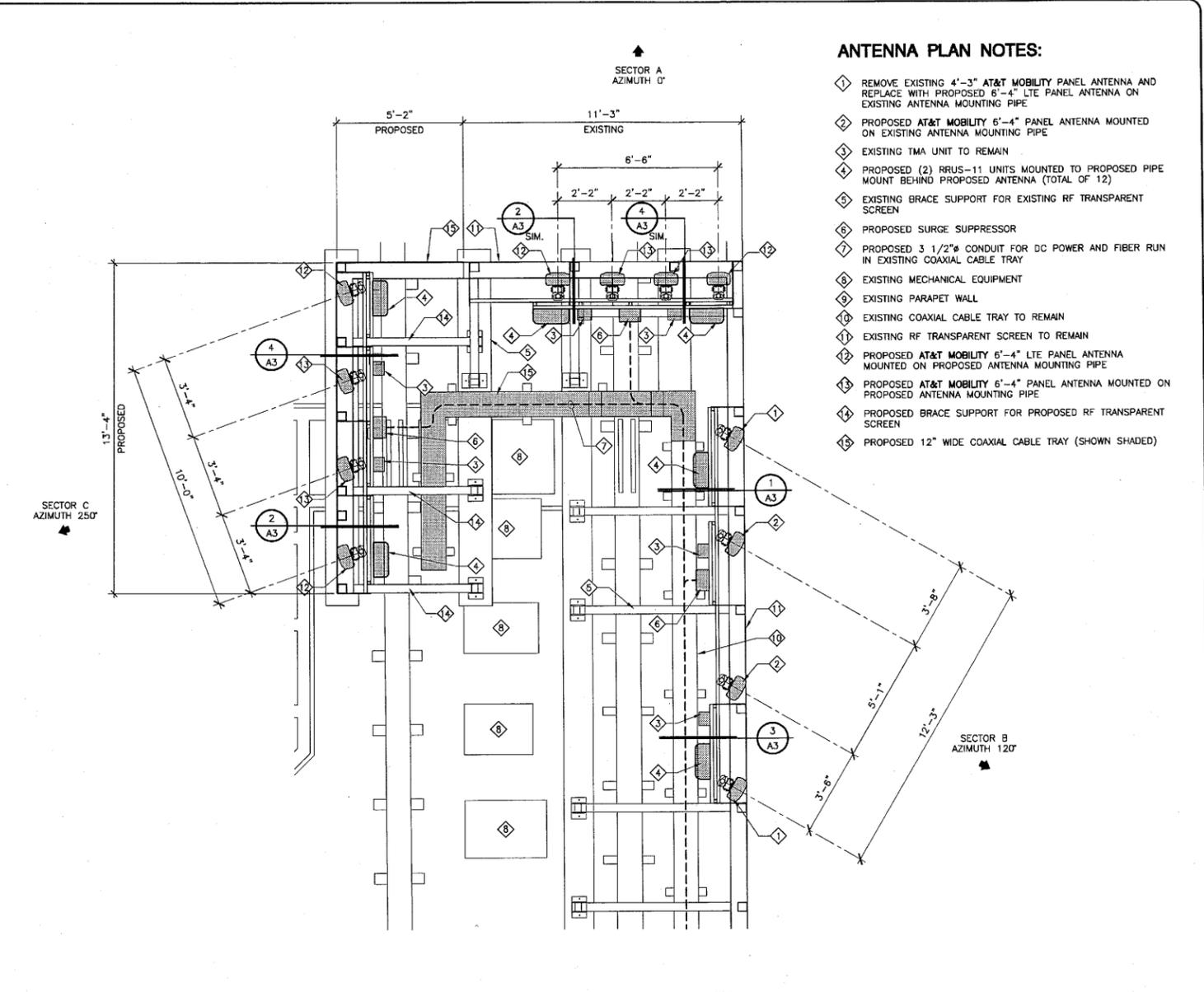
ANTENNA & RRUS-11 MOUNTING SCALE: 3/4" = 1'-0" 1

ANTENNA & TMA MOUNTING SCALE: 3/4" = 1'-0" 3



ANTENNA & RRUS-11 MOUNTING SCALE: 3/4" = 1'-0" 2

ANTENNA & TMA MOUNTING SCALE: 3/4" = 1'-0" 4



- ANTENNA PLAN NOTES:**
- 1 REMOVE EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNA AND REPLACE WITH PROPOSED 6'-4" LTE PANEL ANTENNA ON EXISTING ANTENNA MOUNTING PIPE
 - 2 PROPOSED AT&T MOBILITY 6'-4" PANEL ANTENNA MOUNTED ON EXISTING ANTENNA MOUNTING PIPE
 - 3 EXISTING TMA UNIT TO REMAIN
 - 4 PROPOSED (2) RRUS-11 UNITS MOUNTED TO PROPOSED PIPE MOUNT BEHIND PROPOSED ANTENNA (TOTAL OF 12)
 - 5 EXISTING BRACE SUPPORT FOR EXISTING RF TRANSPARENT SCREEN
 - 6 PROPOSED SURGE SUPPRESSOR
 - 7 PROPOSED 3 1/2" CONDUIT FOR DC POWER AND FIBER RUN IN EXISTING COAXIAL CABLE TRAY
 - 8 EXISTING MECHANICAL EQUIPMENT
 - 9 EXISTING PARAPET WALL
 - 10 EXISTING COAXIAL CABLE TRAY TO REMAIN
 - 11 EXISTING RF TRANSPARENT SCREEN TO REMAIN
 - 12 PROPOSED AT&T MOBILITY 6'-4" LTE PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNTING PIPE
 - 13 PROPOSED AT&T MOBILITY 6'-4" PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNTING PIPE
 - 14 PROPOSED BRACE SUPPORT FOR PROPOSED RF TRANSPARENT SCREEN
 - 15 PROPOSED 12" WIDE COAXIAL CABLE TRAY (SHOWN SHADED)

ANTENNA PLAN
SCALE: 3/8" = 1'-0"

ANTENNA AND COAXIAL CABLE SCHEDULE											
SECTOR ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	TMA	DOWNTILT	SKEW ANGLE	SERIAL NUMBER	NO. OF COAXIAL CABLES	COAX. CABLE LENGTH (+ / - 5')	JUMPER LENGTH (+ / - 3')	COAX SIZE
A1	NORTH	0°	RRUS-11					8	230'	6'	1-5/8"
A2			TMA								
A3			TMA								
A4			RRUS-11								
B1	SOUTHEAST	120°	RRUS-11				8	215'	6'	1-5/8"	
B2			TMA								
B3			TMA								
B4			RRUS-11								
C1	SOUTHWEST	250°	RRUS-11				8	240'	6'	1-5/8"	
C2			TMA								
C3			TMA								
C4			RRUS-11								
EXISTING GPS								2	10'	-	1/2"
PROPOSED GPS								2	10'	-	1/2"

PREPARED FOR
at&t MOBILITY
5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
POWERHOUSE LTE OPTIMAL
PROJECT NUMBER
SS0048
600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SAN DIEGO COUNTY

DRAWING DATES
12/02/10 90% OPTIMAL ZD REVIEW (acp)
02/24/11 100% OPTIMAL ZD (acp)

SHEET TITLE
ANTENNA PLAN
PROJECTS\AT&T LTE\10261



PREPARED FOR



5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

POWERHOUSE LTE OPTIMAL

PROJECT NUMBER

SS0048

600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SAN DIEGO COUNTY

DRAWING DATES

12/02/10 90% OPTIMAL ZD REVIEW (ocp)
02/24/11 100% OPTIMAL ZD (ocp)

SHEET TITLE

EQUIPMENT PLAN

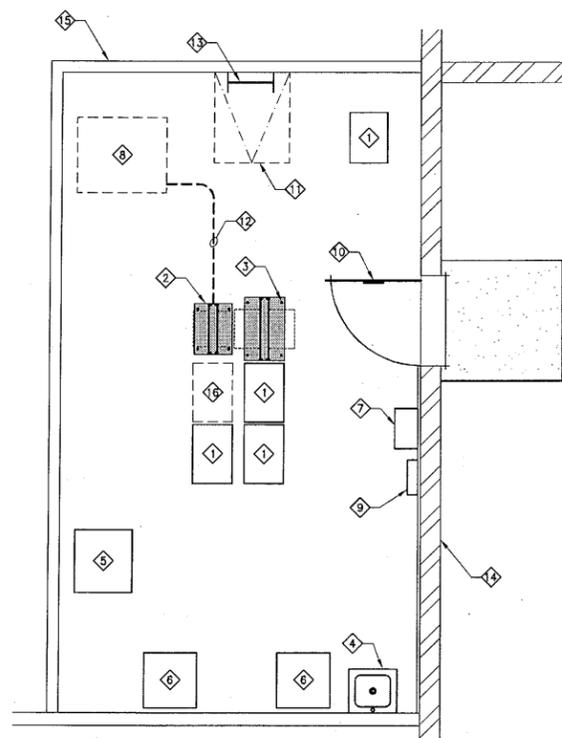
PROJECTS\AT&T LTE\10261

A-4

INDOOR EQUIPMENT

EQUIPMENT PLAN NOTES:

- ① EXISTING AT&T MOBILITY EQUIPMENT RACK
- ② EXISTING AT&T MOBILITY 19" EQUIPMENT RACK 500# (SHOWN SHADED) TO BE USED FOR LTE MAIN UNIT AND SURGE ARRESTOR
- ③ PROPOSED AT&T MOBILITY 23" EQUIPMENT RACK 1600# (SHOWN SHADED) TO BE USED FOR LTE POWER CONVERTER
- ④ EXISTING WALL-MOUNTED LAVATORY
- ⑤ EXISTING AT&T MOBILITY BATTERY RACK
- ⑥ EXISTING FAN COIL UNIT
- ⑦ EXISTING WALL MOUNTED ELECTRICAL SUBPANEL
- ⑧ EXISTING COAXIAL CABLE HATCH THROUGH ROOF
- ⑨ EXISTING WALL MOUNTED MANUAL TRANSFER SWITCH
- ⑩ EXISTING 3'-0" WIDE DOOR AND FRAME WITH AT&T MOBILITY SIGNAGE
- ⑪ EXISTING ROOF ACCESS HATCH
- ⑫ PROPOSED 3 1/2" CONDUIT FOR DC POWER AND FIBER
- ⑬ EXISTING ROOF ACCESS LADDER
- ⑭ EXISTING CONCRETE BLOCK EXTERIOR WALL
- ⑮ EXISTING INTERIOR WALL
- ⑯ FUTURE AT&T MOBILITY EQUIPMENT RACK (UNDER SEPERATE PERMIT)



EQUIPMENT PLAN

SCALE: 3/8" = 1'-0"





PREPARED FOR



5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

POWERHOUSE LTE OPTIMAL

PROJECT NUMBER

SS0048

600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SAN DIEGO COUNTY

DRAWING DATES

12/02/10 90% OPTIMAL 2D REVIEW (acc)
02/24/11 100% OPTIMAL 2D (acc)

SHEET TITLE

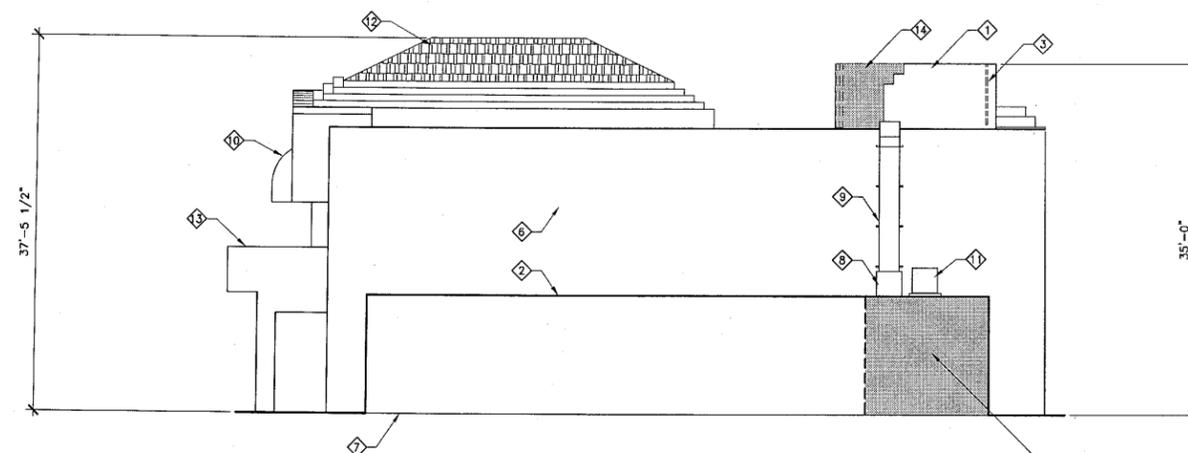
EXTERIOR ELEVATIONS

PROJECTS\AT&T LTE\10261

A-5

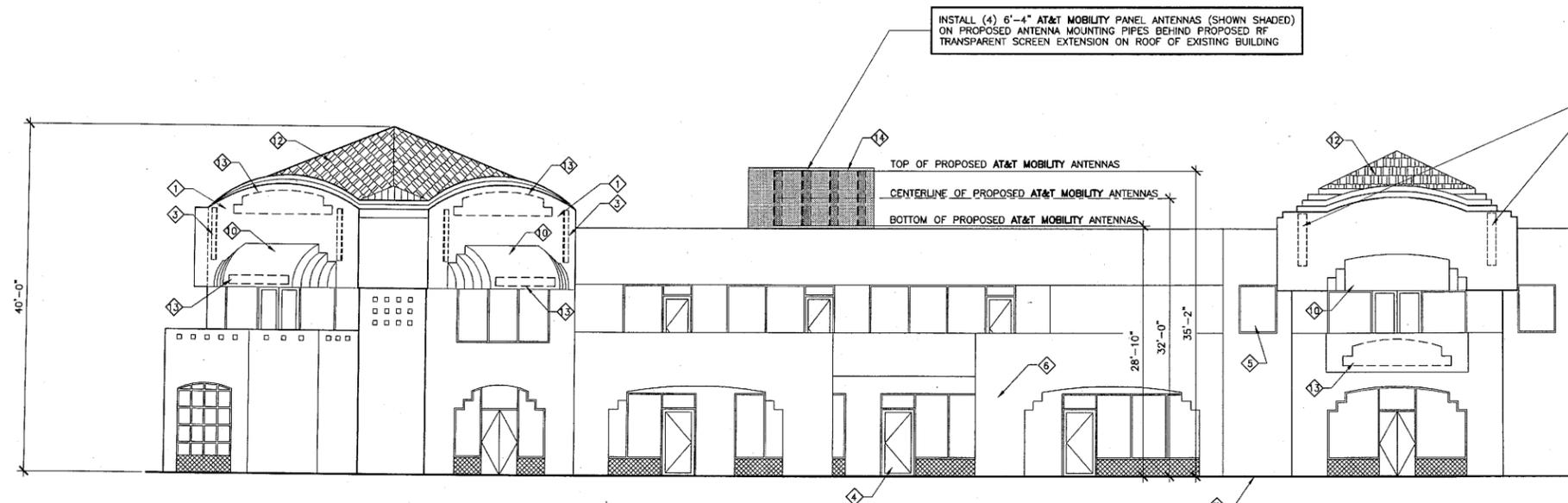
ELEVATION NOTES

- 1 EXISTING SPRINT RF TRANSPARENT SCREEN
- 2 PROFILE OF EXISTING SINGLE-STORY BUILDING IN FOREGROUND
- 3 EXISTING SPRINT ANTENNAS BEHIND RF TRANSPARENT SCREEN
- 4 EXISTING DOOR (TYPICAL)
- 5 EXISTING WINDOW (TYPICAL)
- 6 EXISTING STUCCO FINISHED WALL
- 7 EXISTING GRADE
- 8 EXISTING COAXIAL CABLE HATCH AND SHROUD
- 9 EXISTING COAXIAL CABLE TRAY
- 10 EXISTING AWNING
- 11 EXISTING CONDENSER UNITS
- 12 EXISTING CONCRETE ROOF TILES
- 13 EXISTING SIGNAGE TO REMAIN
- 14 PROPOSED RF TRANSPARENT SCREEN EXTENSION (SHOWN SHADED) ON ROOF OF EXISTING BUILDING



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

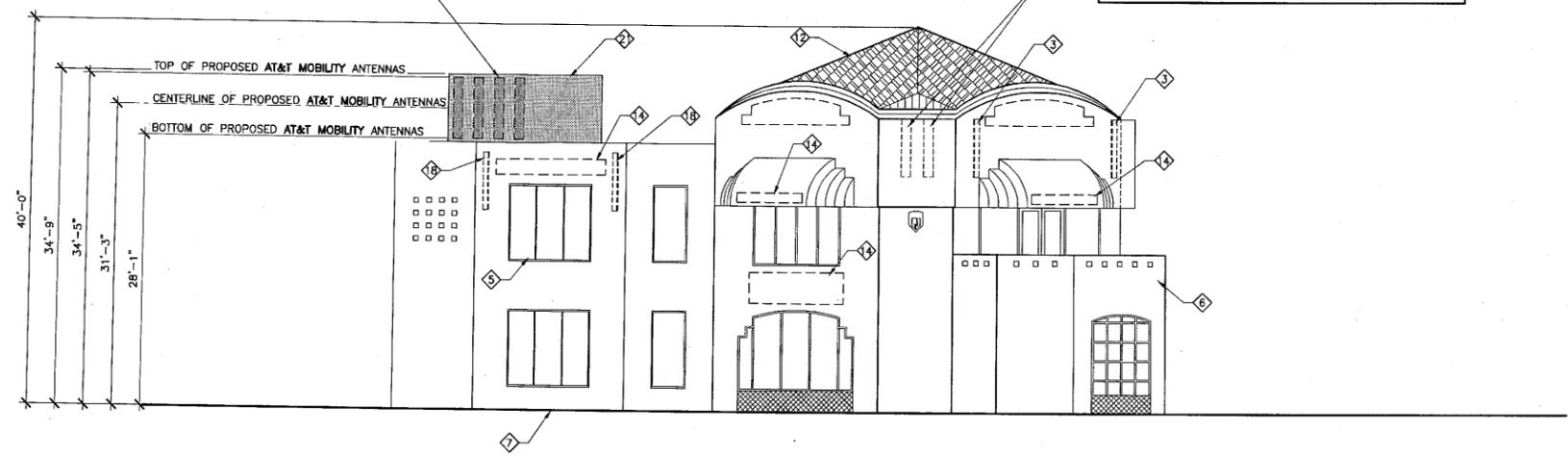
INSTALL (1) AT&T MOBILITY INDOOR EQUIPMENT RACK IN EXISTING EQUIPMENT ROOM (SHOWN SHADED)



WEST ELEVATION
SCALE: 1/8" = 1'-0"

INSTALL (4) 6'-4" AT&T MOBILITY PANEL ANTENNAS (SHOWN SHADED) ON PROPOSED ANTENNA MOUNTING PIPES BEHIND PROPOSED RF TRANSPARENT SCREEN EXTENSION ON ROOF OF EXISTING BUILDING

REMOVE (2) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS, MOUNTS, AND HARDWARE. REPAIR ALL BUILDING SURFACES AS NECESSARY



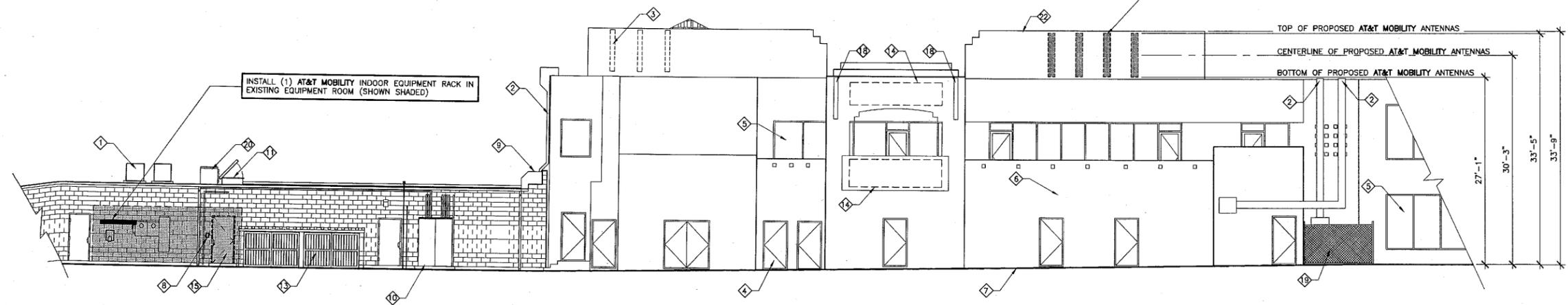
NORTH ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION NOTES

- 1 EXISTING CONDENSER UNITS
- 2 EXISTING COAXIAL CABLE TRAY
- 3 EXISTING SPRINT ANTENNAS BEHIND RF TRANSPARENT SCREEN
- 4 EXISTING DOOR (TYPICAL)
- 5 EXISTING WINDOW (TYPICAL)
- 6 EXISTING STUCCO FINISHED WALL
- 7 EXISTING GRADE
- 8 "TRACCESS" LOCK BOX
- 9 EXISTING COAXIAL CABLE SHROUD
- 10 EXISTING ELECTRICAL EQUIPMENT CABINET
- 11 EXISTING ROOF ACCESS HATCH
- 12 EXISTING CONCRETE TILE ROOF
- 13 EXISTING TRASH ENCLOSURE
- 14 EXISTING SIGNAGE TO REMAIN
- 15 EXISTING STEEL DOOR AND FRAME
- 16 EXISTING TREE TO REMAIN (TYPICAL)
- 17 EXISTING AWNING
- 18 EXISTING T-MOBILE FACADE-MOUNTED ANTENNA
- 19 EXISTING T-MOBILE EQUIPMENT ENCLOSURE
- 20 EXISTING COAXIAL CABLE HATCH
- 21 PROPOSED RF TRANSPARENT SCREEN EXTENSION (SHOWN SHADED) ON ROOF OF EXISTING BUILDING
- 22 EXISTING AT&T MOBILITY RF TRANSPARENT SCREEN

INSTALL (1) AT&T MOBILITY INDOOR EQUIPMENT RACK IN EXISTING EQUIPMENT ROOM (SHOWN SHADED)

REMOVE (2) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS AND INSTALL (4) 6'-4" PANEL ANTENNAS (SHOWN SHADED) ON EXISTING ANTENNA MOUNTING PIPES BEHIND EXISTING RF TRANSPARENT SCREEN ON ROOF OF EXISTING BUILDING



EAST ELEVATION (PARTIAL)
SCALE: 1/8" = 1'-0"

PREPARED FOR
at&t
MOBILITY
5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
POWERHOUSE LTE OPTIMAL
PROJECT NUMBER
SS0048
600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SAN DIEGO COUNTY

DRAWING DATES

12/02/10	90% OPTIMAL ZD REVIEW (acc)
02/24/11	100% OPTIMAL ZD (acc)

SHEET TITLE
EXTERIOR ELEVATIONS

PROJECTS\AT&T LTE\10261



SS0048 POWER HOUSE

600 PALM AVENUE, IMPERIAL BEACH, CA 91932

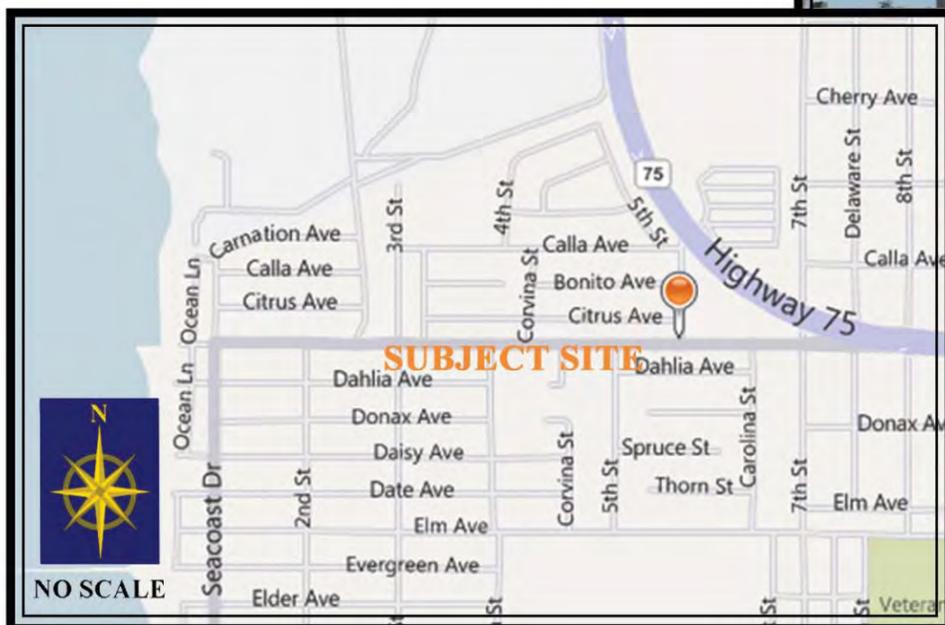
LOOKING EAST TOWARD SUBJECT SITE



SITE PRIOR TO INSTALLATION



SITE AFTER INSTALLATION



VICINITY MAP



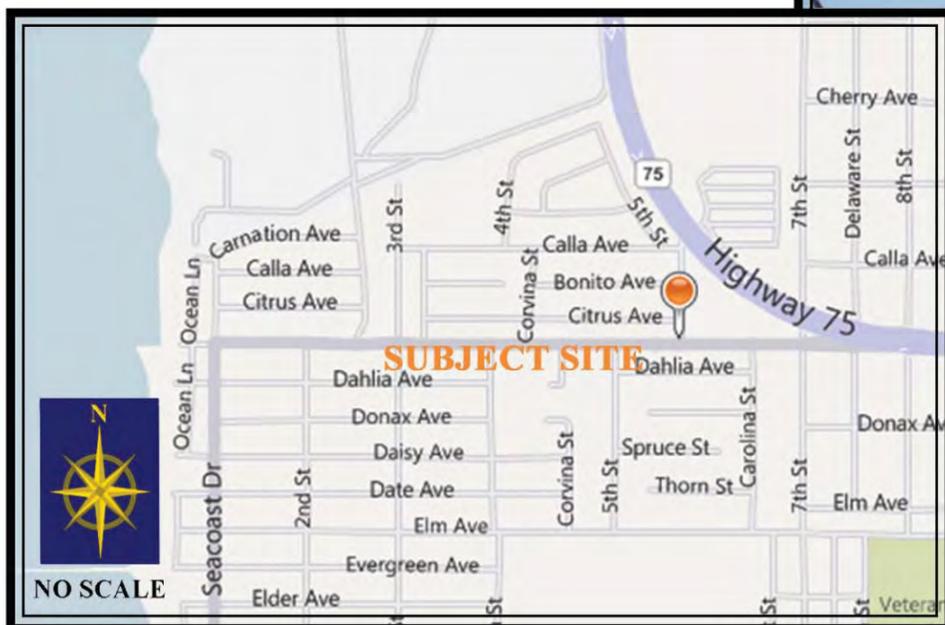
SS0048 POWER HOUSE

600 PALM AVENUE, IMPERIAL BEACH, CA 91932

LOOKING SOUTH TOWARD SUBJECT SITE



SITE PRIOR TO INSTALLATION



VICINITY MAP

SITE AFTER INSTALLATION



SS0048 POWER HOUSE

600 PALM AVENUE, IMPERIAL BEACH, CA 91932

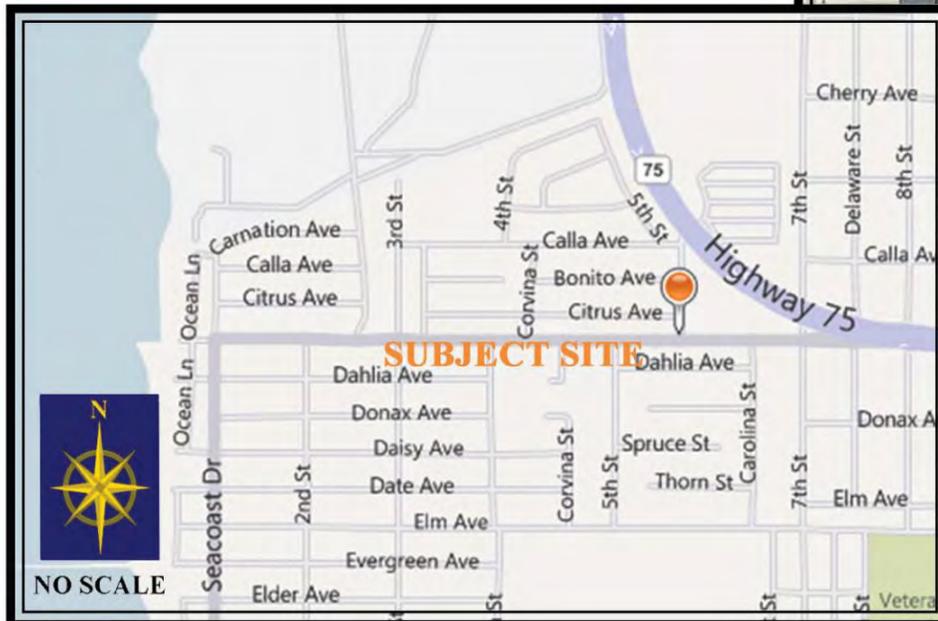
LOOKING WEST TOWARD SUBJECT SITE



SITE PRIOR TO INSTALLATION



SITE AFTER INSTALLATION



VICINITY MAP



SS0048 POWER HOUSE

600 PALM AVENUE, IMPERIAL BEACH, CA 91932

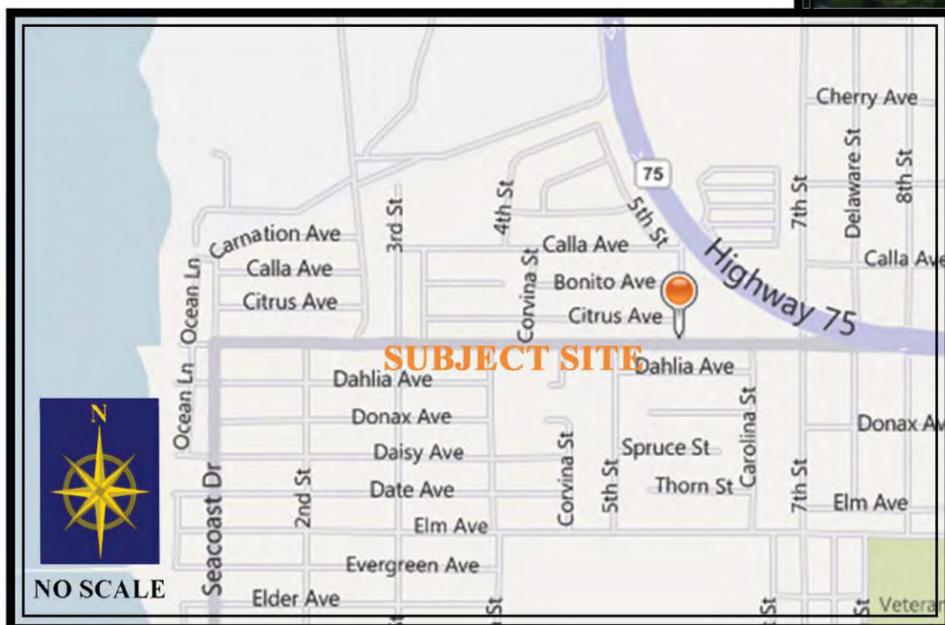
LOOKING NORTH TOWARD SUBJECT SITE



SITE PRIOR TO INSTALLATION



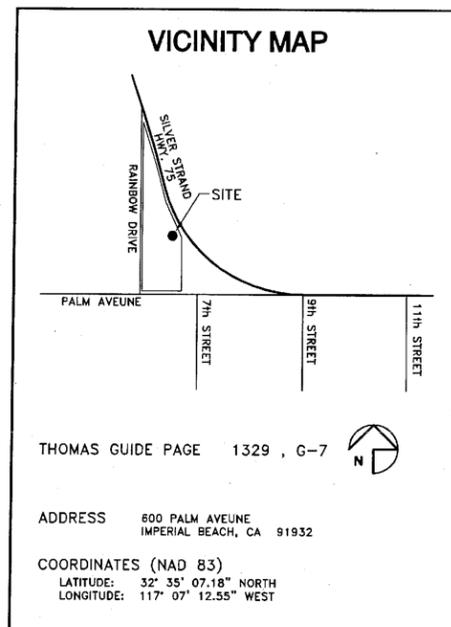
SITE AFTER INSTALLATION



VICINITY MAP



**POWERHOUSE LTE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SS0048
OPTIMAL**



SCALE

THE DRAWING SCALES SHOWN IN THIS SET REPRESENT THE CORRECT SCALE ONLY WHEN THESE DRAWINGS ARE PRINTED IN A 24" x 36" FORMAT. IF THIS DRAWING SET IS NOT 24" x 36", THIS SET IS NOT TO SCALE.

ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNOCCUPIED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

CONSULTANT TEAM

ARCHITECT:
BOOTH & SUAREZ ARCHITECTURE INC.
325 CARLSBAD VILLAGE DRIVE, SUITE D2
CARLSBAD, CA 92008
(760) 434-8474
(760) 434-8596 (FAX)

PLANNING:
M&M TELECOM, INC.
DANIELLE GOLDMAN
6886 MIMOSA DRIVE
CARLSBAD, CA 92011
(619) 972-4944
(760) 454-4505 (FAX)
DANIELLE.GOLDMAN@MTELECOMINC.COM (EMAIL)

LEASING:
M&M TELECOM, INC.
FELICIA PHILLIPS
6886 MIMOSA DRIVE
CARLSBAD, CA 92011
(714) 791-6643
FPHILLIPS@PRECEPTCONSULTANTS.COM (EMAIL)

RF INFORMATION

	LTE	GSM	UMTS
Tx	704.0 - 716.0 MHz	869 - 874.6 MHz 890 - 891.4 MHz 1950 - 1952.8 MHz 1970 - 1980 MHz	874.6 - 879.6 MHz 1945 - 1950 MHz
Rx	734.0 - 746.0 MHz	824 - 829.4 MHz 845 - 846.4 MHz 1870 - 1872.8 MHz 1890 - 1900 MHz	829.6 - 834.4 MHz 1865 - 1869.8 MHz
MAX EIRP:		LTE: 500 WATTS 850 MHz: 54 WATTS 1900 MHz: 54.5 WATTS	

PROJECT SUMMARY

APPLICANT: AT&T MOBILITY
5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121
(858) 642-9441
CONTACT: DANIELLE GOLDMAN
PHONE: (619) 972-4944

OWNER: SILVER STRAND PLAZA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
P.O. BOX 8908
CALABASAS, CA 91372
CONTACT: MARY SHERMAN
PHONE: (818) 730-2003
ON-SITE PROPERTY MANAGER: DIANE SCHMOLDT
PHONE: (858) 692-4957

PROJECT DESCRIPTION:

- INSTALL (1) AT&T MOBILITY EQUIPMENT RACK IN AN EXISTING 12'-4" X 21'-9" EQUIPMENT ROOM IN AN EXISTING BUILDING
- EXPAND EXISTING RF TRANSPARENT ANTENNA SCREEN ON ROOF OF EXISTING BUILDING TO SCREEN PROPOSED ANTENNAS
- REMOVE (6) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS AND INSTALL (12) 6'-4" PANEL ANTENNAS ON PROPOSED ANTENNA MOUNTING PIPES BEHIND RF TRANSPARENT SCREENS ON ROOF OF EXISTING BUILDING
- INSTALL (12) RRUS-11 UNITS PIPE MOUNTED BEHIND PROPOSED ANTENNAS
- INSTALL (12) TMA UNITS PIPE MOUNTED BEHIND PROPOSED ANTENNAS
- INSTALL (1) GPS ANTENNA

PROJECT ADDRESS: 600 PALM AVENUE
IMPERIAL BEACH, CA 91932

ASSESSORS PARCEL NUMBER: 625-140-14, 21 & 22

EXISTING ZONING: C

TOTAL SITE AREA: 121,561 SQ. FT.
=2.79 ACRES

EXISTING BUILDING OCCUPANCY & USE: B: OFFICE
M: RETAIL
A-3: GYM

TYPE OF CONSTRUCTION: VB

NOTE: THERE ARE (3) EXISTING TELECOMMUNICATIONS FACILITIES ON SITE (AT&T, T-MOBILE & SPRINT)

SHEET SCHEDULE

T-1	TITLE SHEET
A-1	SITE PLAN
A-2	PARTIAL ROOF PLAN
A-3	ANTENNA PLANS
A-4	EQUIPMENT PLAN
A-5	EXTERIOR ELEVATIONS
A-6	EXTERIOR ELEVATIONS

LEGAL DESCRIPTION

PARCEL 1:
ALL THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, LYING WESTERLY OF THE EASTERLY 66.00 FEET THEREOF, LYING EASTERLY OF THE WESTERLY 34.00 FEET THEREOF, AND LYING EXCEPTING THE PROPERTY DESCRIBED ABOVE, ANY PORTION THEREOF, LYING NORTHERLY OF THE SOUTHERLY LINE OF THE ROAD AS GRANTED TO THE STATE OF CALIFORNIA, BY DEED RECORDED JULY 12, 1943 IN BOOK 1543, PAGE 7 OF OFFICIAL RECORDS.

PARCEL 2:
ALL THOSE PORTIONS OF BLOCK 6 OF SOUTH CORONADO, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 229, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 23, 1887, TOGETHER WITH A PORTION OF FOLKS AVENUE, NOW VACATED AND CLOSED TO PUBLIC USE.

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
CALIFORNIA STATE BUILDING CODE, TITLE 24, 2010 EDITION
CALIFORNIA PLUMBING CODE, 2010 EDITION
CALIFORNIA MECHANICAL CODE, 2010 EDITION
CALIFORNIA ELECTRICAL CODE, 2010 EDITION
CALIFORNIA FIRE CODE, 2010 EDITION
CALIFORNIA ENERGY CODE, 2010 EDITION
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

BOOTH & SUAREZ
ARCHITECTURE INCORPORATED
325 CARLSBAD VILLAGE DRIVE, SUITE D2
CARLSBAD, CA 92008 (760) 434-8474



PREPARED FOR

at&t MOBILITY

5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
**POWERHOUSE LTE
OPTIMAL**

PROJECT NUMBER
SS0048

600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SAN DIEGO COUNTY

DRAWING DATES

12/02/10	90% OPTIMAL 2D REVIEW (acp)
02/24/11	100% OPTIMAL 2D (acp)
08/09/11	REVISED ANTENNA SCREEN (acp)
09/16/11	DRB COMMENTS (rew)

SHEET TITLE
TITLE SHEET

PROJECTS\AT&T LTE\10261

T-1



PREPARED FOR



5738 PACIFIC CENTER BOULEVARD
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
POWERHOUSE LTE OPTIMAL

PROJECT NUMBER
SS0048

600 PALM AVENUE
 IMPERIAL BEACH, CA 91932
 SAN DIEGO COUNTY

DRAWING DATES

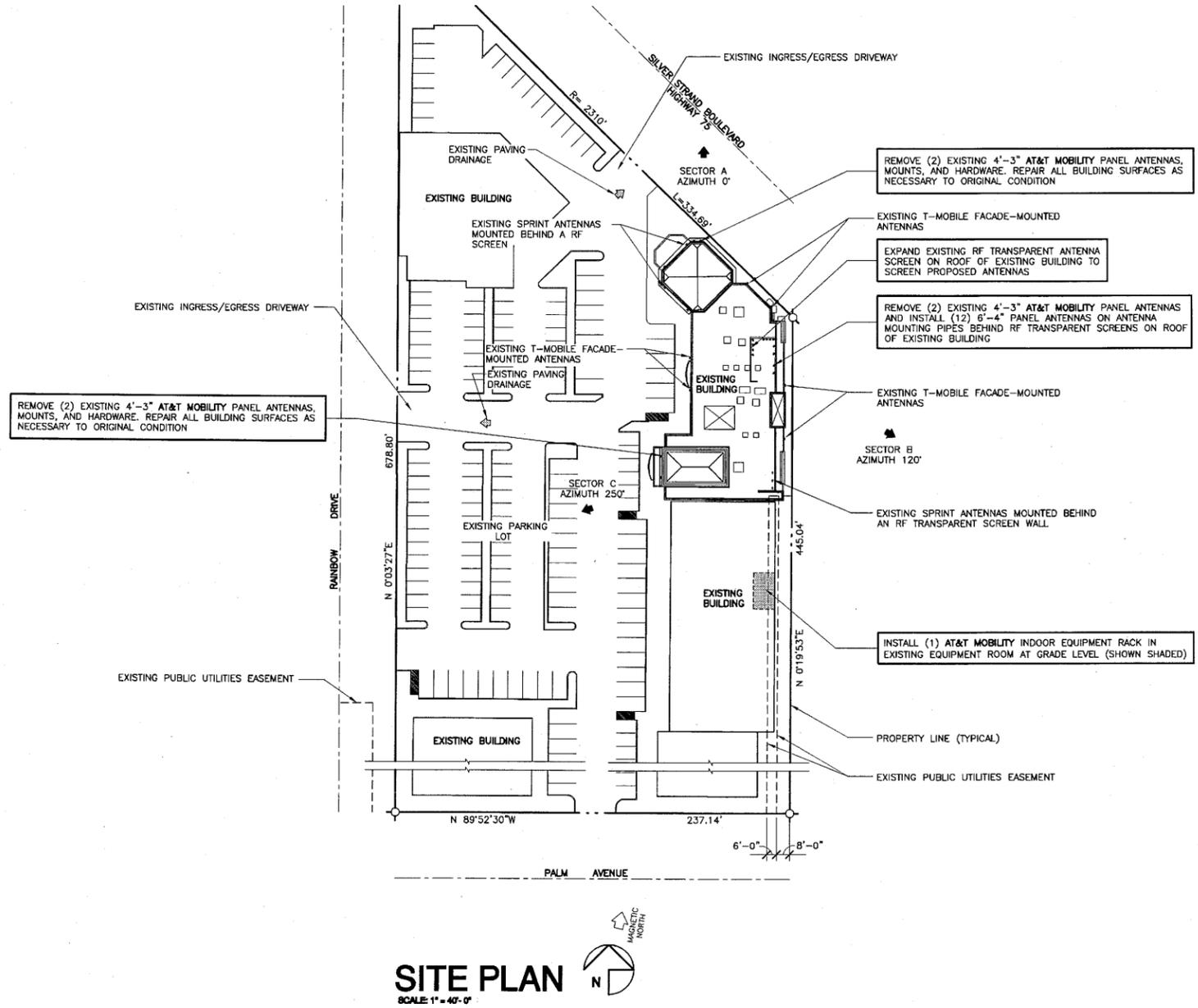
12/02/10	90% OPTIMAL ZD REVIEW (accp)
02/24/11	100% OPTIMAL ZD (accp)
08/09/11	REVISED ANTENNA SCREEN (accp)
09/16/11	DRB COMMENTS (rew)

SHEET TITLE

SITE PLAN

PROJECTS\AT&T LTE\10261

A-1



SITE PLAN
 SCALE: 1" = 40'-0"

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
POWERHOUSE LTE OPTIMAL

PROJECT NUMBER
SS0048

600 PALM AVENUE
 IMPERIAL BEACH, CA 91932
 SAN DIEGO COUNTY

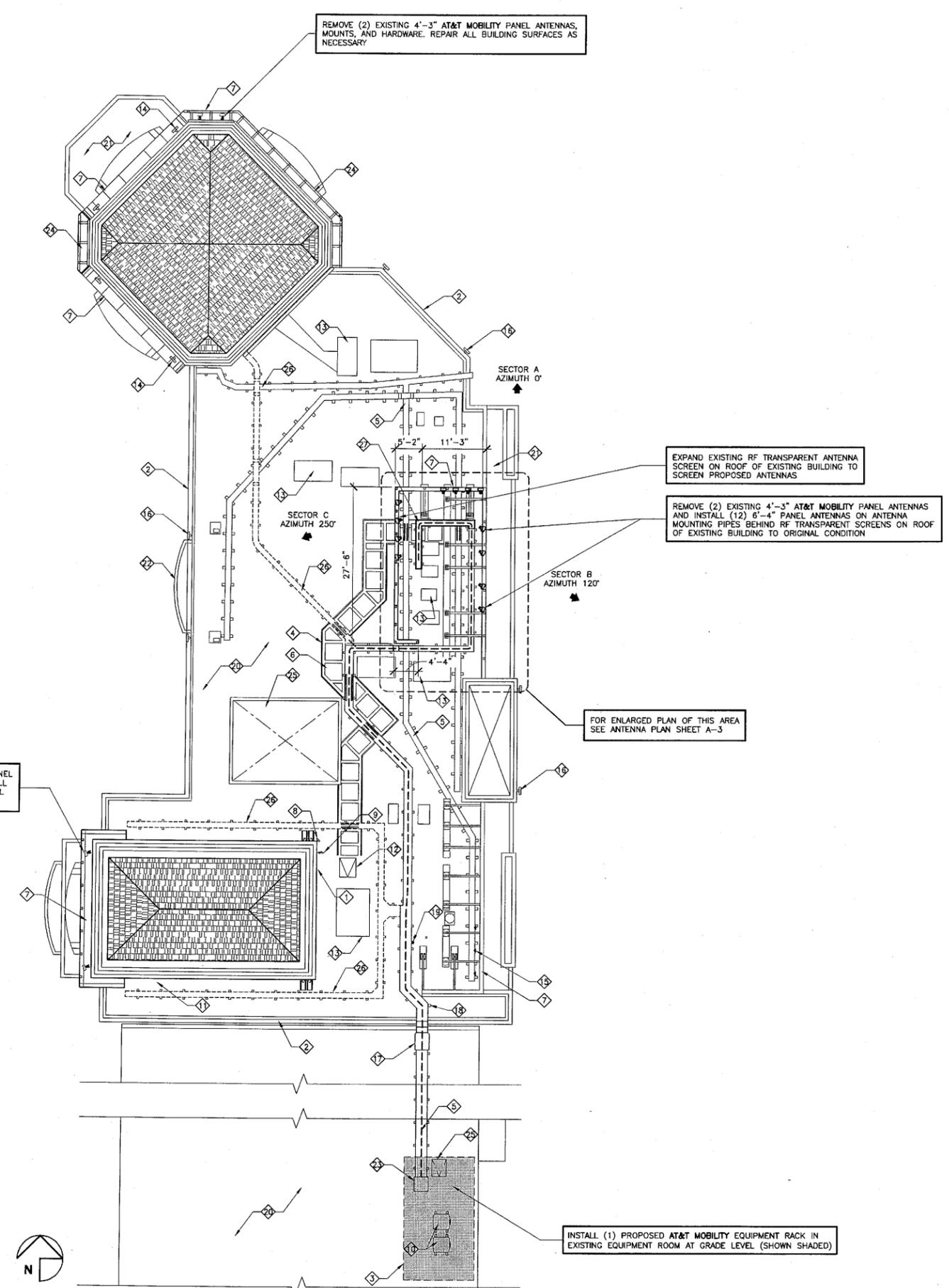
DRAWING DATES

12/02/10	90% OPTIMAL ZD REVIEW (acp)
02/24/11	100% OPTIMAL ZD (acp)
08/09/11	REVISED ANTENNA SCREEN (acp)
09/16/11	DRB COMMENTS (row)

SHEET TITLE
PARTIAL ROOF PLAN

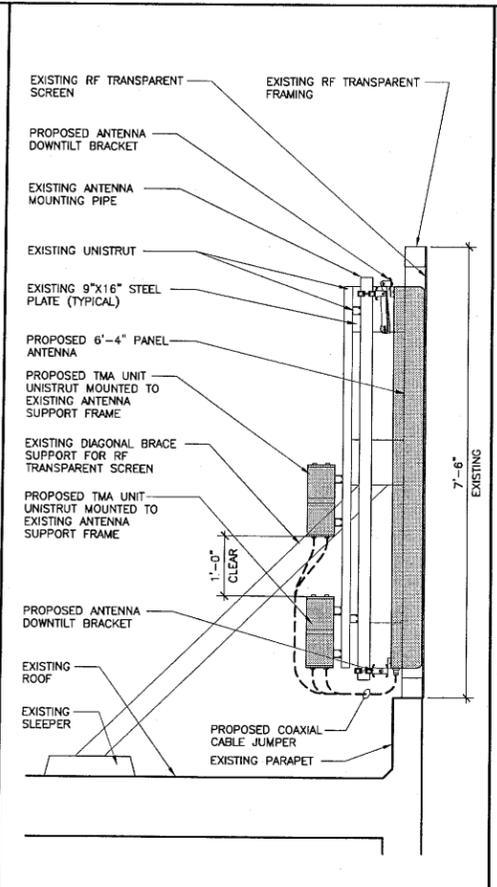
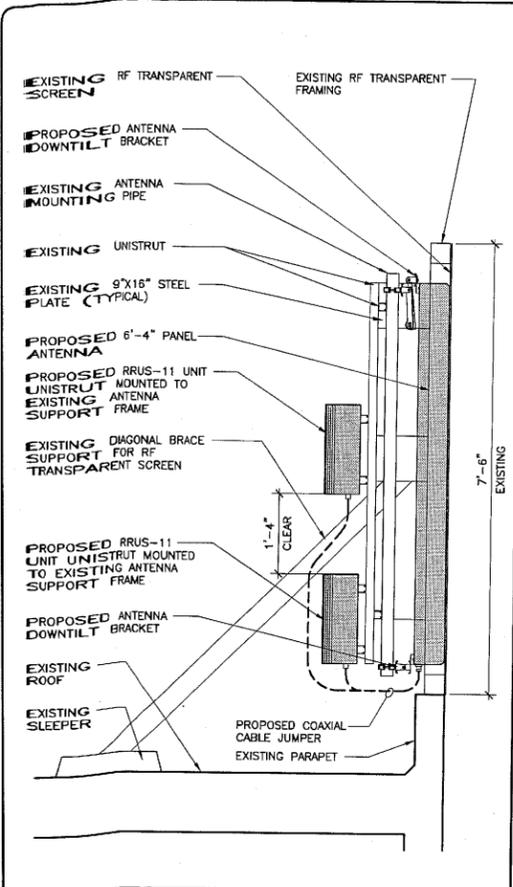
PROJECTS\AT&T LTE\10261

PARTIAL ROOF PLAN
 SCALE: 1" = 10'-0"



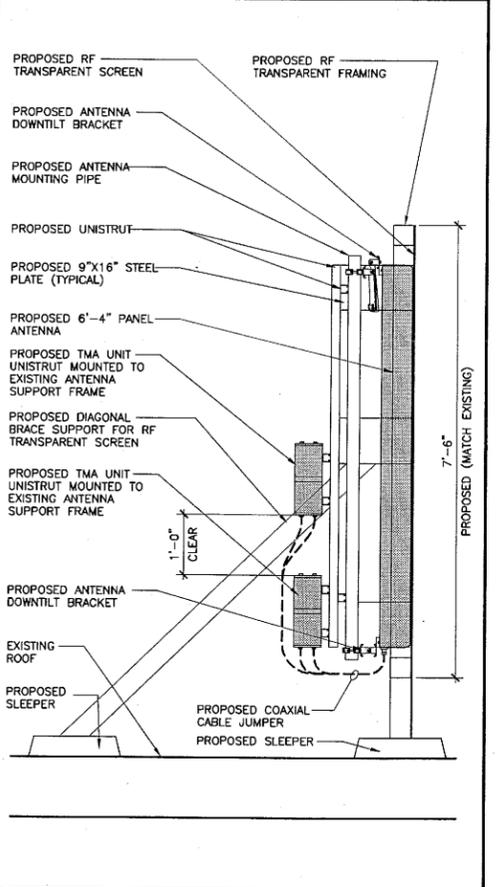
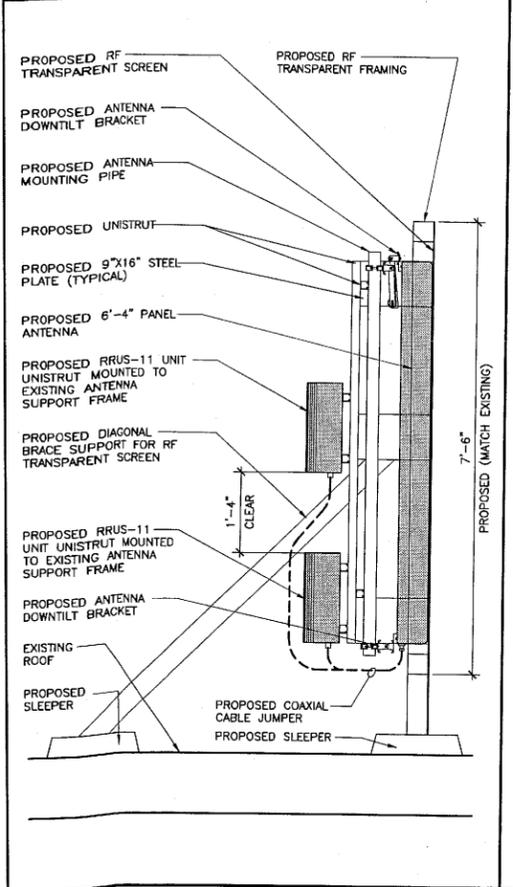
ROOF PLAN NOTES:

- ① EXISTING AT&T MOBILITY RF NOTICE SIGNAGE ATTACHED TO EXISTING CUPOLA WALL
- ② EXISTING PARAPET
- ③ EXISTING AT&T MOBILITY EQUIPMENT ROOM LOCATED AT 1ST FLOOR OF EXISTING BUILDING (SHOWN SHADED)
- ④ EXISTING REFLECTIVE YELLOW STRIPES ALONG EACH SIDE OF "TRAF-WALK" PADS (TYPICAL)
- ⑤ RUN CONDUIT FOR DC POWER & FIBER IN EXISTING COAXIAL CABLE TRAY
- ⑥ EXISTING "TRAF-WALK" PADS FROM ROOF ACCESS TO EQUIPMENT ROOM (TYPICAL)
- ⑦ EXISTING RF TRANSPARENT SCREEN
- ⑧ EXISTING TUNGSTEN HALOGEN WALK PATH SAFETY LIGHTS (TYPICAL OF 2)
- ⑨ EXISTING LIGHT SWITCH FOR WALK PATH SAFETY LIGHTS
- ⑩ EXISTING CONDENSER UNITS MOUNTED ON WOOD SLEEPERS ON ROOF OF EXISTING BUILDING (TYPICAL OF 2)
- ⑪ EXISTING TMA UNIT MOUNTED TO EXISTING WALL TO BE REMOVED
- ⑫ EXISTING ROOF ACCESS HATCH
- ⑬ EXISTING MECHANICAL EQUIPMENT (TYPICAL)
- ⑭ EXISTING SPRINT ANTENNAS MOUNTED BEHIND EXISTING SCREEN WALL
- ⑮ EXISTING SPRINT ANTENNAS BEHIND EXISTING SCREEN WALL
- ⑯ EXISTING T-MOBILE ANTENNAS FACADE MOUNTED TO EXISTING WALL
- ⑰ EXISTING COAXIAL CABLE SHROUD
- ⑱ EXISTING E-911/GPS ANTENNA MOUNTED TO CABLE TRAY
- ⑲ PROPOSED GPS ANTENNA MOUNTED TO CABLE TRAY
- ⑳ EXISTING BUILT-UP ROOF
- ㉑ EXISTING DECK
- ㉒ EXISTING PLANTER AREA
- ㉓ EXISTING COAXIAL CABLE HATCH
- ㉔ EXISTING STUCCO FINISHED SOFFIT
- ㉕ EXISTING OPEN WELL TO BELOW
- ㉖ EXISTING COAXIAL CABLE TRAY TO BE REMOVED
- ㉗ PROPOSED CABLE TRAY



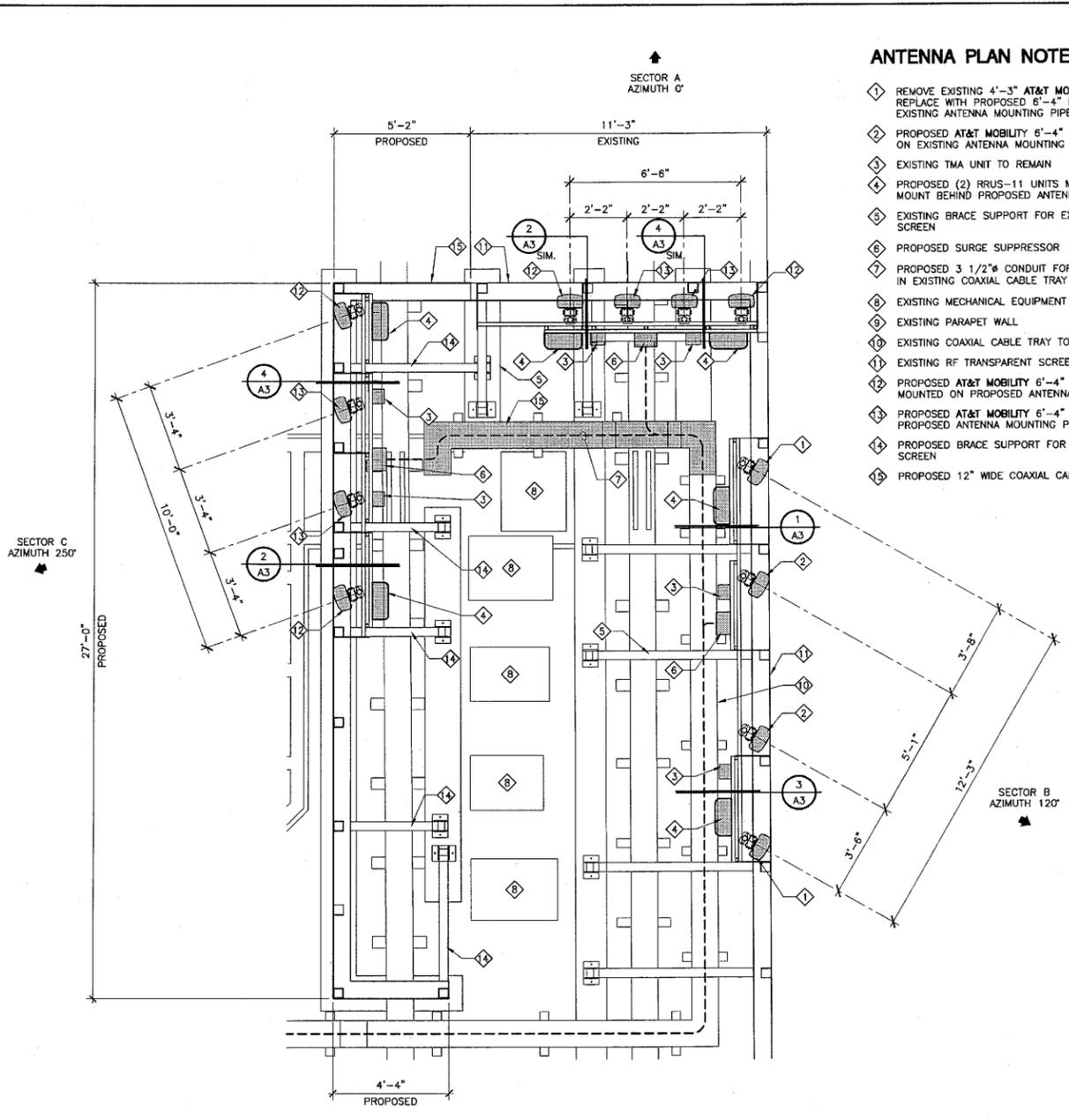
ANTENNA & RRUS-11 MOUNTING SCALE: 3/4" = 1'-0" 1

ANTENNA & TMA MOUNTING SCALE: 3/4" = 1'-0" 3



ANTENNA & RRUS-11 MOUNTING SCALE: 3/4" = 1'-0" 2

ANTENNA & TMA MOUNTING SCALE: 3/4" = 1'-0" 4



ANTENNA PLAN SCALE: 3/8" = 1'-0"

- ANTENNA PLAN NOTES:**
- 1 REMOVE EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNA AND REPLACE WITH PROPOSED 6'-4" LTE PANEL ANTENNA ON EXISTING ANTENNA MOUNTING PIPE
 - 2 PROPOSED AT&T MOBILITY 6'-4" PANEL ANTENNA MOUNTED ON EXISTING ANTENNA MOUNTING PIPE
 - 3 EXISTING TMA UNIT TO REMAIN
 - 4 PROPOSED (2) RRUS-11 UNITS MOUNTED TO PROPOSED PIPE MOUNT BEHIND PROPOSED ANTENNA (TOTAL OF 12)
 - 5 EXISTING BRACE SUPPORT FOR EXISTING RF TRANSPARENT SCREEN
 - 6 PROPOSED SURGE SUPPRESSOR
 - 7 PROPOSED 3 1/2" CONDUIT FOR DC POWER AND FIBER RUN IN EXISTING COAXIAL CABLE TRAY
 - 8 EXISTING MECHANICAL EQUIPMENT
 - 9 EXISTING PARAPET WALL
 - 10 EXISTING COAXIAL CABLE TRAY TO REMAIN
 - 11 EXISTING RF TRANSPARENT SCREEN TO REMAIN
 - 12 PROPOSED AT&T MOBILITY 6'-4" LTE PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNTING PIPE
 - 13 PROPOSED AT&T MOBILITY 6'-4" PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNTING PIPE
 - 14 PROPOSED BRACE SUPPORT FOR PROPOSED RF TRANSPARENT SCREEN
 - 15 PROPOSED 12" WIDE COAXIAL CABLE TRAY (SHOWN SHADED)

ANTENNA AND COAXIAL CABLE SCHEDULE

SECTOR ANTENNA	DIRECTION	AZIMUTH	ANTENNA MODEL NUMBER	TMA RRUS-11	DOWNTILT	SKEW ANGLE	SERIAL NUMBER	NO. OF COAXIAL CABLES	COAX. CABLE LENGTH (+ / - 5')	JUMPER LENGTH (+ / - 3')	COAX SIZE
A1	NORTH	0°		RRUS-11	0°	-		8	230'	6'	1-5/8"
A2				TMA							
A3				TMA							
A4				RRUS-11							
B1	SOUTHEAST	120°		RRUS-11	0°	-		8	215'	6'	1-5/8"
B2				TMA							
B3				TMA							
B4				RRUS-11							
C1	SOUTHWEST	250°		RRUS-11	0°	-		8	240'	6'	1-5/8"
C2				TMA							
C3				TMA							
C4				RRUS-11							
EXISTING GPS								2	10'	-	1/2"
PROPOSED GPS								2	10'	-	1/2"

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME
POWERHOUSE LTE OPTIMAL
 PROJECT NUMBER
SS0048
 600 PALM AVENUE
 IMPERIAL BEACH, CA 91932
 SAN DIEGO COUNTY

DRAWING DATES

12/02/10	90% OPTIMAL 2D REVIEW (acc)
02/24/11	100% OPTIMAL 2D (acc)
08/09/11	REVISED ANTENNA SCREEN (acc)
09/16/11	DRB COMMENTS (rew)

SHEET TITLE
ANTENNA PLAN
 PROJECTS\AT&T LTE\10261



PREPARED FOR



5738 PACIFIC CENTER BOULEVARD
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

POWERHOUSE LTE OPTIMAL

PROJECT NUMBER

SS0048

600 PALM AVENUE
 IMPERIAL BEACH, CA 91932
 SAN DIEGO COUNTY

DRAWING DATES

12/02/10	90% OPTIMAL ZD REVIEW (acp)
02/24/11	100% OPTIMAL ZD (acp)
08/09/11	REVISED ANTENNA SCREEN (acp)
09/16/11	DRB COMMENTS (row)

SHEET TITLE

EQUIPMENT PLAN

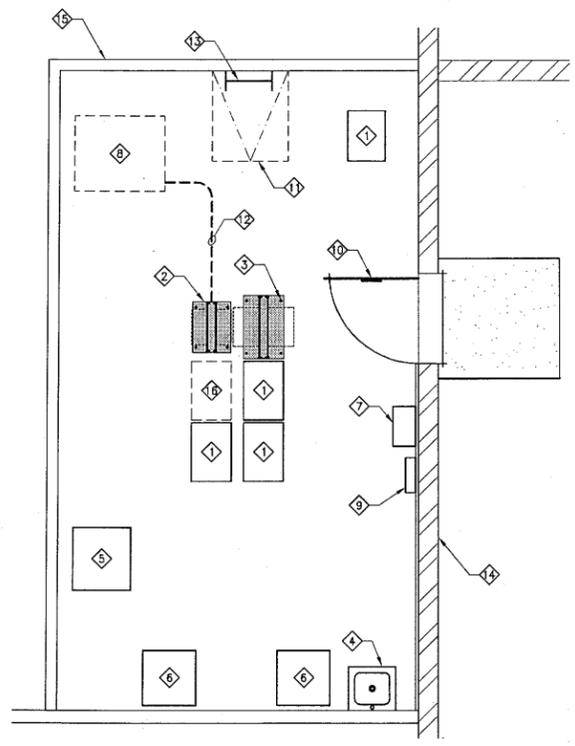
PROJECTS\AT&T LTE\10261

A-4

INDOOR EQUIPMENT

EQUIPMENT PLAN NOTES:

- 1 EXISTING AT&T MOBILITY EQUIPMENT RACK
- 2 EXISTING AT&T MOBILITY 19" EQUIPMENT RACK 500# (SHOWN SHADED) TO BE USED FOR LTE MAIN UNIT AND SURGE ARRESTOR
- 3 PROPOSED AT&T MOBILITY 23" EQUIPMENT RACK 1200# (SHOWN SHADED) TO BE USED FOR LTE POWER CONVERTER
- 4 EXISTING WALL-MOUNTED LAVATORY
- 5 EXISTING AT&T MOBILITY BATTERY RACK
- 6 EXISTING FAN COIL UNIT
- 7 EXISTING WALL MOUNTED ELECTRICAL SUBPANEL
- 8 EXISTING COAXIAL CABLE HATCH THROUGH ROOF
- 9 EXISTING WALL MOUNTED MANUAL TRANSFER SWITCH
- 10 EXISTING 3'-0" WIDE DOOR AND FRAME WITH AT&T MOBILITY SIGNAGE
- 11 EXISTING ROOF ACCESS HATCH
- 12 PROPOSED 3 1/2" CONDUIT FOR DC POWER AND FIBER
- 13 EXISTING ROOF ACCESS LADDER
- 14 EXISTING CONCRETE BLOCK EXTERIOR WALL
- 15 EXISTING INTERIOR WALL
- 16 FUTURE AT&T MOBILITY EQUIPMENT RACK (UNDER SEPERATE PERMIT)



EQUIPMENT PLAN
 SCALE: 3/8" = 1'-0"



PREPARED FOR



5738 PACIFIC CENTER BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

POWERHOUSE LTE OPTIMAL

PROJECT NUMBER

SS0048

600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SAN DIEGO COUNTY

DRAWING DATES

12/02/10 90% OPTIMAL 2D REVIEW (ocp)
02/24/11 100% OPTIMAL 2D (ocp)
08/09/11 REVISED ANTENNA SCREEN (ocp)
09/16/11 DRB COMMENTS (rew)

SHEET TITLE

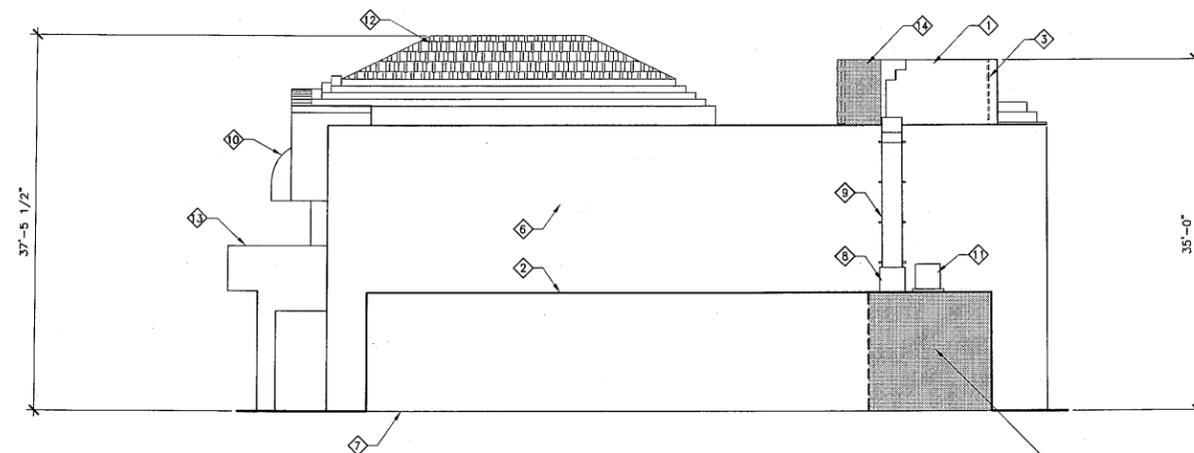
EXTERIOR ELEVATIONS

PROJECTS\AT&T LTE\10261

A-5

ELEVATION NOTES

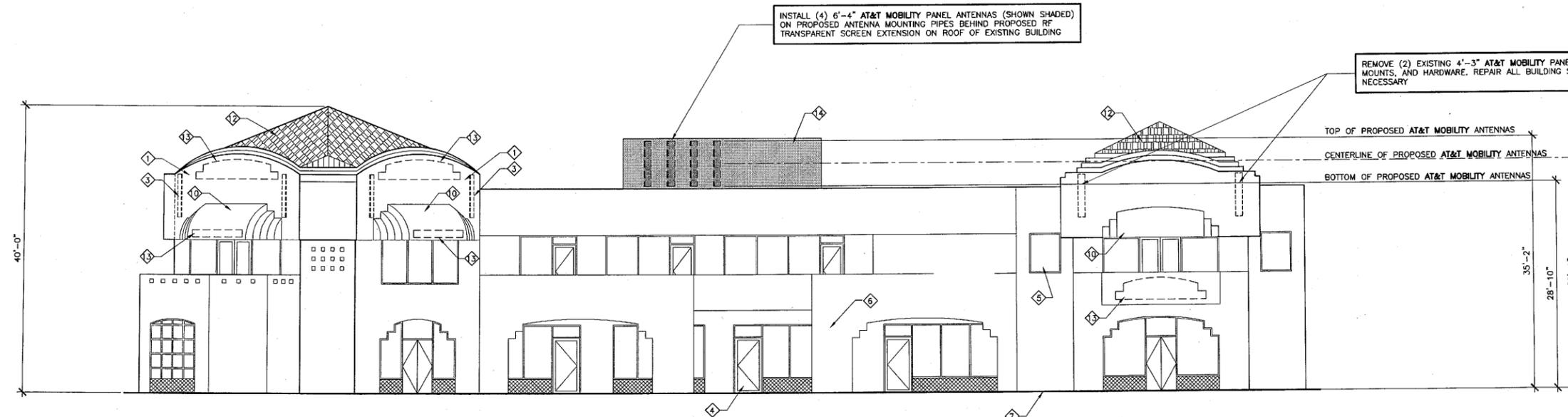
- 1 EXISTING SPRINT RF TRANSPARENT SCREEN
- 2 PROFILE OF EXISTING SINGLE-STORY BUILDING IN FOREGROUND
- 3 EXISTING SPRINT ANTENNAS BEHIND RF TRANSPARENT SCREEN
- 4 EXISTING DOOR (TYPICAL)
- 5 EXISTING WINDOW (TYPICAL)
- 6 EXISTING STUCCO FINISHED WALL
- 7 EXISTING GRADE
- 8 EXISTING COAXIAL CABLE HATCH AND SHROUD
- 9 EXISTING COAXIAL CABLE TRAY
- 10 EXISTING AWNING
- 11 EXISTING CONDENSER UNITS
- 12 EXISTING CONCRETE ROOF TILES
- 13 EXISTING SIGNAGE TO REMAIN
- 14 PROPOSED RF TRANSPARENT SCREEN EXTENSION (SHOWN SHADED) ON ROOF OF EXISTING BUILDING



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

INSTALL (1) AT&T MOBILITY INDOOR EQUIPMENT RACK IN EXISTING EQUIPMENT ROOM (SHOWN SHADED)



WEST ELEVATION

SCALE: 1/8" = 1'-0"

INSTALL (4) 6'-4" AT&T MOBILITY PANEL ANTENNAS (SHOWN SHADED) ON PROPOSED ANTENNA MOUNTING PIPES BEHIND PROPOSED RF TRANSPARENT SCREEN EXTENSION ON ROOF OF EXISTING BUILDING

REMOVE (2) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS, MOUNTS, AND HARDWARE. REPAIR ALL BUILDING SURFACES AS NECESSARY



PREPARED FOR



5738 PACIFIC CENTER BOULEVARD
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
AT&T MOBILITY APPROVAL	DATE
LANDLORD APPROVAL	DATE

PROJECT NAME

POWERHOUSE LTE OPTIMAL

PROJECT NUMBER

SS0048

600 PALM AVENUE
 IMPERIAL BEACH, CA 91932
 SAN DIEGO COUNTY

DRAWING DATES

12/02/10	90% OPTIMAL ZD REVIEW (acp)
02/24/11	100% OPTIMAL ZD (ocp)
08/09/11	REVISED ANTENNA SCREEN (ocp)
09/16/11	DRB COMMENTS (rew)

SHEET TITLE

EXTERIOR ELEVATIONS

PROJECTS\AT&T LTE\10261

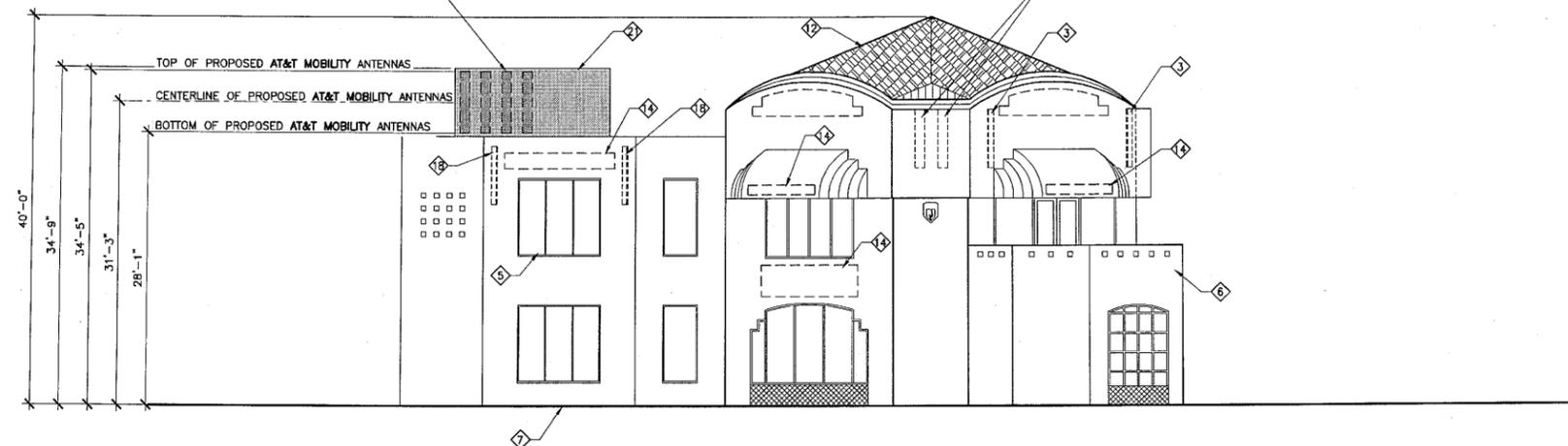
A-6

ELEVATION NOTES

- 1 EXISTING CONDENSER UNITS
- 2 EXISTING COAXIAL CABLE TRAY
- 3 EXISTING SPRINT ANTENNAS BEHIND RF TRANSPARENT SCREEN
- 4 EXISTING DOOR (TYPICAL)
- 5 EXISTING WINDOW (TYPICAL)
- 6 EXISTING STUCCO FINISHED WALL
- 7 EXISTING GRADE
- 8 "TRACCESS" LOCK BOX
- 9 EXISTING COAXIAL CABLE SHROUD
- 10 EXISTING ELECTRICAL EQUIPMENT CABINET
- 11 EXISTING ROOF ACCESS HATCH
- 12 EXISTING CONCRETE TILE ROOF
- 13 EXISTING TRASH ENCLOSURE
- 14 EXISTING SIGNAGE TO REMAIN
- 15 EXISTING STEEL DOOR AND FRAME
- 16 EXISTING TREE TO REMAIN (TYPICAL)
- 17 EXISTING AWNING
- 18 EXISTING T-MOBILE FACADE-MOUNTED ANTENNA
- 19 EXISTING T-MOBILE EQUIPMENT ENCLOSURE
- 20 EXISTING COAXIAL CABLE HATCH
- 21 PROPOSED RF TRANSPARENT SCREEN EXTENSION (SHOWN SHADED) ON ROOF OF EXISTING BUILDING
- 22 EXISTING AT&T MOBILITY RF TRANSPARENT SCREEN

INSTALL (4) 6'-4" AT&T MOBILITY PANEL ANTENNAS (SHOWN SHADED) ON PROPOSED ANTENNA MOUNTING PIPES BEHIND PROPOSED RF TRANSPARENT SCREEN EXTENSION ON ROOF OF EXISTING BUILDING

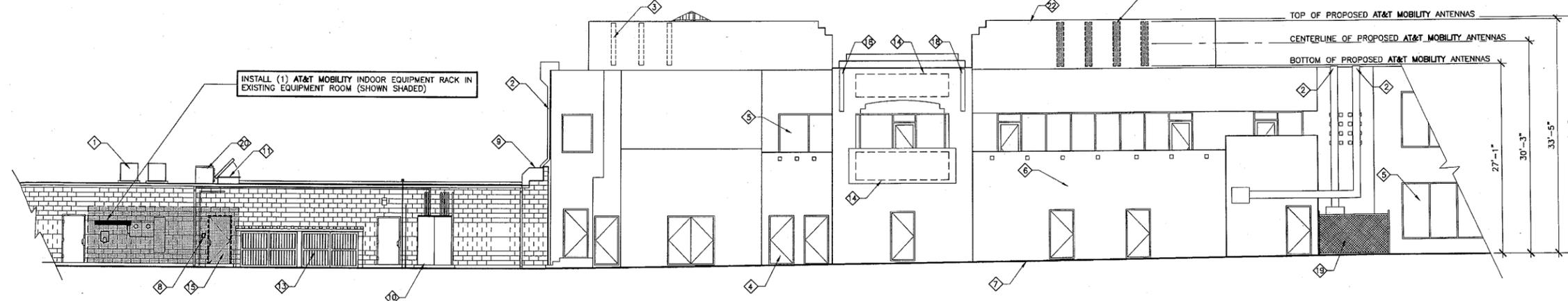
REMOVE (2) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS, MOUNTS, AND HARDWARE. REPAIR ALL BUILDING SURFACES AS NECESSARY



NORTH ELEVATION
 SCALE: 1/8" = 1'-0"

REMOVE (2) EXISTING 4'-3" AT&T MOBILITY PANEL ANTENNAS AND INSTALL (4) 6'-4" PANEL ANTENNAS (SHOWN SHADED) ON EXISTING ANTENNA MOUNTING PIPES BEHIND EXISTING RF TRANSPARENT SCREEN ON ROOF OF EXISTING BUILDING

INSTALL (1) AT&T MOBILITY INDOOR EQUIPMENT RACK IN EXISTING EQUIPMENT ROOM (SHOWN SHADED)



EAST ELEVATION (PARTIAL)
 SCALE: 1/8" = 1'-0"



SS0048 POWER HOUSE

600 PALM AVENUE, IMPERIAL BEACH, CA 91932

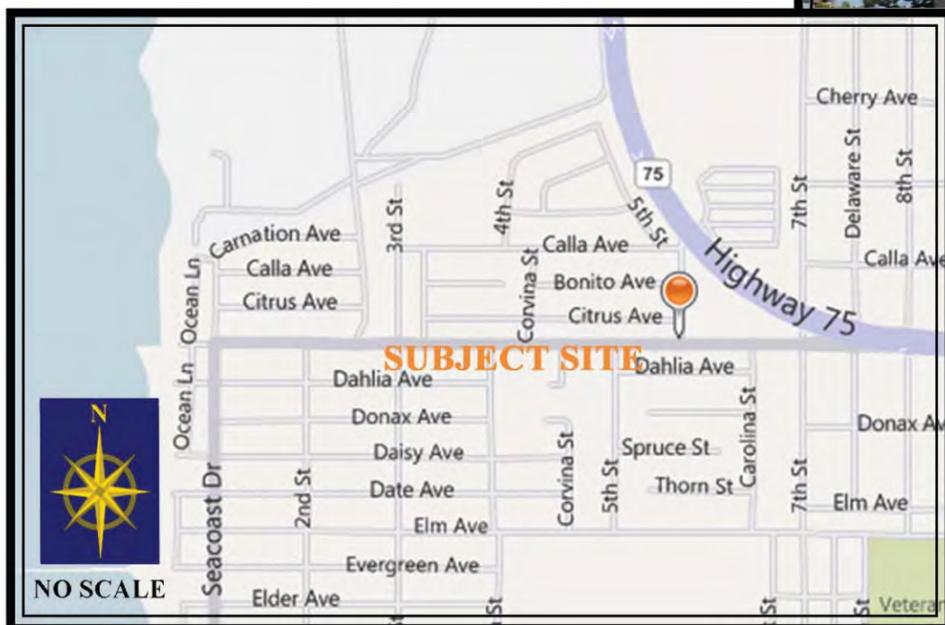
LOOKING EAST TOWARD SUBJECT SITE



SITE PRIOR TO INSTALLATION



SITE AFTER INSTALLATION



VICINITY MAP



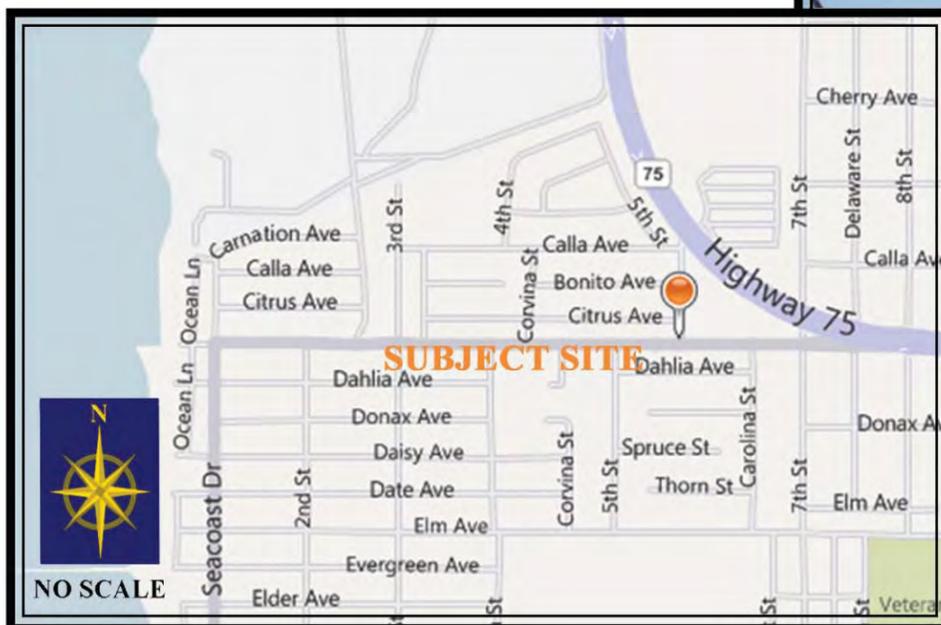
SS0048 POWER HOUSE

600 PALM AVENUE, IMPERIAL BEACH, CA 91932

LOOKING SOUTH TOWARD SUBJECT SITE



SITE PRIOR TO INSTALLATION



VICINITY MAP

SITE AFTER INSTALLATION



SS0048 POWER HOUSE

600 PALM AVENUE, IMPERIAL BEACH, CA 91932

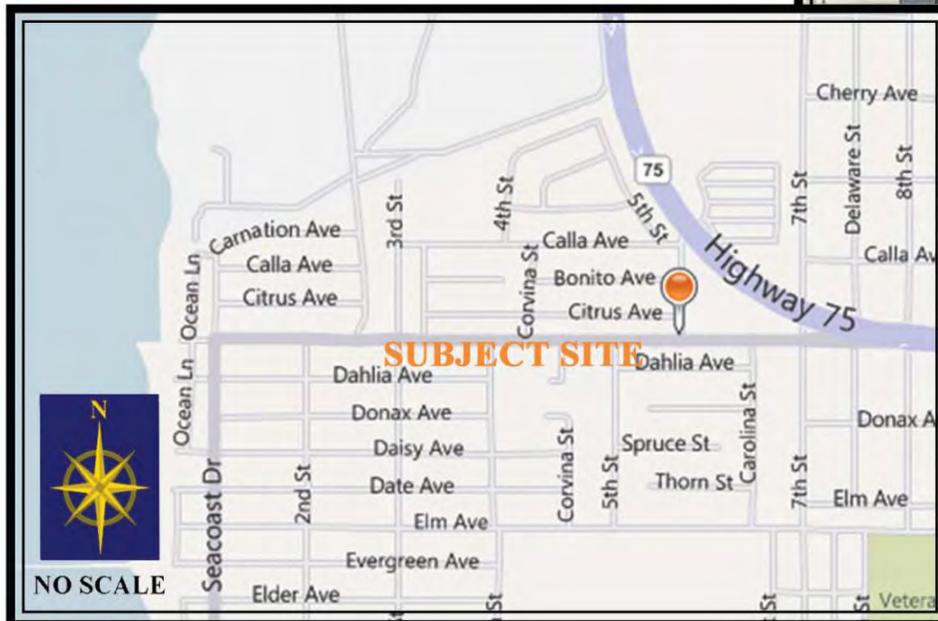
LOOKING WEST TOWARD SUBJECT SITE



SITE PRIOR TO INSTALLATION



SITE AFTER INSTALLATION



VICINITY MAP



SS0048 POWER HOUSE

600 PALM AVENUE, IMPERIAL BEACH, CA 91932

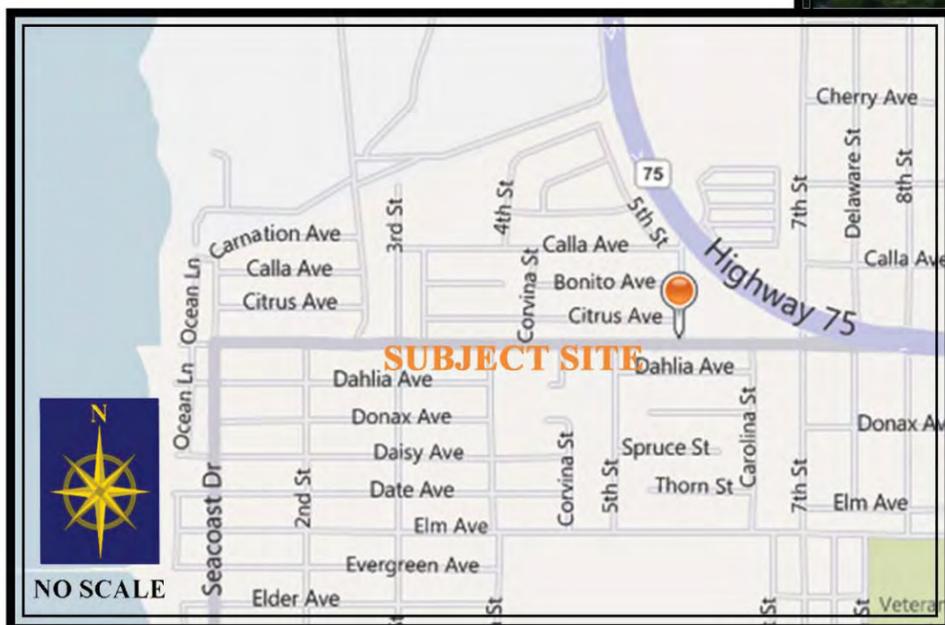
LOOKING NORTH TOWARD SUBJECT SITE



SITE PRIOR TO INSTALLATION



SITE AFTER INSTALLATION



VICINITY MAP

Return to Agenda

AGENDA ITEM NO. 6-2



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: MARCH 15, 2006
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR
JIM NAKAGAWA, AICP, CITY PLANNER

SUBJECT: PUBLIC HEARING: CINGULAR WIRELESS/KRYSTAL PATTERSON (APPLICANT)/SANDI KRAMER (OWNER) ADMINISTRATIVE COASTAL PERMIT (ACP 050275), CONDITIONAL USE PERMIT (CUP 050276) AND SITE PLAN REVIEW (SPR 050277) FOR A CINGULAR WIRELESS TELECOMMUNICATION FACILITY LOCATED AT 600 PALM AVENUE, IN THE C-1 (GENERAL COMMERCIAL) ZONE. MF 804

PROJECT DESCRIPTION/BACKGROUND:

This is an application (MF 804) for a Conditional Use Permit (CUP 050276), Administrative Coastal Permit (ACP 050275) and Site Plan Review (SPR 050277) for a Cingular Wireless telecommunication facility located at 600 Palm Avenue (APN 625-140-14-

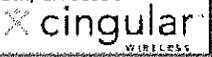


00 and 625-140-21-00) in the C-1 (General Commercial) Zone. Installation and or/modification of wireless facilities per Ordinance 2002-983 are subject to approval of a conditional use permit (I.B.M.C.19.88.040). Per the Development and Design Standards installation and/or modification of wireless facilities must meet specific design criteria as outlined in Chapter 19.88. Since the project also proposes commercial modifications on an existing building located along one of the eight design corridors in the City, Palm Ave, it is subject to design review by the Design Review Board (IBMC 19.83.020).

PROJECT EVALUATION/DISCUSSION:

The applicant proposes to install three antenna sectors, which includes a total of ten antennas, to be located on an existing building and equipment room in the Silver Strand Plaza. According to the applicant, the proposed facility is designed to improve coverage quality in the vicinity of Palm Avenue, Silver Strand Boulevard., Highway 75 and the surrounding area. The antennas will also alleviate “cell blocking” by increasing network capacity for Cingular Wireless customers in the general area. Currently, on the Silver Strand Fitness building at 600 Palm Avenue, there are antennas for both Sprint and T-Mobile in addition to the proposed Cingular Wireless antennas and associated wireless equipment.



SS-048-01
Powerhouse
 600 Palm Avenue
 Imperial Beach, CA 91932


Proposed antennas mounted behind proposed RF transparent decorative screening painted and textured to match adjacent surface



Cingular proposes two antennas (A1 and A2), each 12” wide by 52” long, located on the façade of Silver Strand Fitness building behind a RF transparent screen on the north corner of the building. The screen material will match the existing color, texture and material of the existing building. In order for the screen housing the antennas to be less prominent, the applicant proposes to extend the screen around the rest of the building on the north side. Four antennas (B1-B4) will be located on the east elevation (in the rear) of the building along the roof. The façade-mounted antennas will be located behind a screened RF transparent wall that will match the existing adjacent surfaces in texture detail and color. An additional four antennas (C1-C4) will be located on the west elevation above the main entrance to Silver Strand Fitness and Aerobics. These façade-mounted antennas will also be screened behind a RF transparent

screen that will match the existing building. The equipment room will be located on the first floor of the existing building in the rear of the building (east elevation).

General Plan/Zoning Consistency: The proposed development is subject Chapter 19.88, "Wireless Communications Facilities," Ordinance 2002-983 and Ordinance 2003-997. The purpose of the chapter is to establish standards for the siting, development and maintenance of wireless communications facilities and antenna throughout the city. The chapter is also intended to protect and promote the public health, safety and welfare, as well as the aesthetic quality as set forth in the goals, objectives and policies of the General Plan. The proposed development meets the Development and Design Standards as outlined in Chapter 19.88. The project is located in the C-1 (General Commercial) Zone. The purpose of the C-1 Zone is to provide areas for businesses to meet the local demand for commercial goods and services.

Design Review

Standards

Provided/Proposed

<p>The installation of wireless communications facilities may not reduce the number of required parking spaces on a proposed site.</p>	<p>The ten proposed antennas will be mounted on the existing building and the equipment room will be located within the building. This proposed project would not reduce any parking spaces.</p>
<p>Wireless communications facilities and accessory equipment must meet the required setbacks of the underlying zone, except that in a residential zone, the minimum setback for an antenna or equipment building from any property line is twenty feet.</p>	<p>There are no setbacks in the C-1 zone (BMC 19.26.040).</p>
<p>Wireless communications facilities must meet the height requirement of the underlying zone, unless a greater height is approved through the conditional use permit.</p>	<p>The ten antennas and equipment room will comply with the height limit of the C-1 zone, which is 40 feet.</p>
<p>A service provider with a wireless communications facility in the city must obtain a city business license.</p>	<p>This will be a condition of approval for the CUP.</p>
<p>The visual impact of wireless communications facilities must be minimized to the maximum extent feasible, taking into consideration technological requirements, through the use of placement, screening, camouflage, and landscaping, so that the facility is compatible with adjacent uses, existing architectural elements, topography, neighborhood landscaping, building materials, and other site characteristics.</p>	<p>The façade-mounted antennas will be located behind a screened RF transparent wall that will match the existing adjacent surfaces in texture detail and color. The screen on the north elevation for antennas A1 and A2 will wrap around the building to be less prominent.</p>
<p>The colors and materials of wireless communications facilities must blend into their backgrounds.</p>	<p>The antennas will be the same color as the existing building.</p>
<p>Facade-mounted antennae must be integrated architecturally into the style and character of the structure to which they are attached; they must be painted and textured to match the existing structure; and they may not project more than eighteen inches from the face of the building or other support structure</p>	<p>The proposed antennas will be located behind a screened RF transparent wall that will match the existing adjacent surfaces in texture detail and color.</p>

unless approved by a conditional use permit.	
Roof-mounted antennae may not exceed the minimum height necessary to serve the operator's service area, while complying with the building height requirements of this title; they must be designed to minimize their visibility from surrounding areas; and they must be painted and textured to match the existing structure or building.	There is no proposed roof mounted antenna.
Freestanding facilities, including towers, lattice towers, and monopoles, are discouraged unless no reasonable alternative is possible. If a freestanding facility is necessary, it may not exceed the minimum functional height and width required to support the proposed wireless facility.	There are no proposed freestanding facilities.
Proposed freestanding facilities must be stealth facilities; they must be painted and designed to blend in with the surrounding area; and they must be landscaped, if necessary, to minimize visual impacts.	There are no proposed freestanding facilities.
Wireless facility support structures, such as equipment buildings, cabinets, cables, air conditioning units, and fencing, must be painted and textured to match the surrounding physical area and screened with landscaping in order to minimize visual impacts	The proposed equipment room will be located within the building.
No advertising signs may be placed on any facility or equipment.	There are no proposed advertising signs.

Surrounding Land Use and Zoning

North: C-1 Commercial
 South: R-1-6000 Residential
 East: C-1 Commercial
 West: R-1-6000 Residential

ENVIRONMENTAL STATUS: This project may be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 as a Class 1(E) project (Additions to Existing Structures).

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

FISCAL ANALYSIS:

The applicant has deposited \$6,000.00 in Project Account Number (050275) to fund the processing of this application.

DESIGN REVIEW BOARD (DRB) RECOMMENDATION:

The Design Review Board adopted DRB Resolution No. 2006-01 on January 19, 2006, recommending conditional approval to the City Council of Conditional Use Permit (CUP

050276), Administrative Coastal Permit (ACP 050275) and Site Plan Review (SPR 050277) for a Cingular Wireless telecommunication facility located at 600 Palm Avenue.

DEPARTMENT RECOMMENDATION:

1. Declare public hearing open.
2. Receive public testimony.
3. Close public hearing.
4. Consider adoption of Resolution No. 2006-6295, approving Conditional Use Permit (CUP 050276), Administrative Coastal Permit (ACP 050275) and Site Plan Review (SPR 050277), which make 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 2006-6295
2. Plans

c: file MF 804
Krystal Patterson, PlanCom Inc., 302 State Place, Escondido, CA 92029
Cingular Wireless, 6925 Lusk Boulevard, San Diego, CA 92121
Sandi Kramer of Remark, 626 Palm Ave., Imperial Beach, CA 91932
Booth and Suarez Architecture and Planning, P.O. Box 4651, Carlsbad, CA 92018

Return to Agenda

RESOLUTION NO. 2006-6295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING ADMINISTRATIVE COASTAL PERMIT (ACP 050275), CONDITIONAL USE PERMIT (CUP 050276) AND SITE PLAN REVIEW (SPR 050277) FOR A CINGULAR WIRELESS TELECOMMUNICATION FACILITY LOCATED AT 600 PALM AVENUE, IN THE C-1 (GENERAL COMMERCIAL) ZONE. MF 804

WHEREAS, on March 15, 2006, the City Council of the City of Imperial Beach held a duly noticed public hearing to consider the merits of approving or denying an application for a Conditional Use Permit (CUP 050276), Administrative Coastal Permit (ACP 050275) and Site Plan Review (SPR 050277), to install a telecommunication facility, including ten antennas and a equipment room, located at 600 Palm Avenue in the C-1 (General Commercial) on a site legally described as follows:

Parcel 1:

All that portion of the West Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 19, Township 18 South, Range 2 West, San Bernardino Base and Meridian, in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey, lying Westerly of the Easterly 66.00 feet thereof, lying Easterly of the Westerly 34.00 feet thereof, and lying Northerly of the Southern 50.00 feet thereof.

Excepting the property described above, any portion thereof, lying Northerly of the Southerly line of the road as granted to the State of California, by deed recorded July 12, 1943 in the book 1543, page 7 of Official Records.

Parcel 2:

All those portions of block 6 of South Coronado, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 229, filed in the Office of the County Recorder of San Diego County, August 23, 1887, together with a portion of Folks Avenue, now vacated and closed to public use, being described as follows:

All that portion of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 19, Township 18 South, Range 2 West, San Bernardino Base and Meridian in the City of Imperial Beach, County of San Diego, State of California, according to United States Government Survey, lying Southwesterly of the Southwesterly line of State Highway XI-80-199-A, as described in deed to the State of California, recorded June 19, 1943 as File/Page No. 36172, in Book 1506, Page 365 of Official Records.

Excepting from the property described in Parcel 2 above the Westerly 34.00 feet thereof, and

Also excepting therefrom that portion lying within the boundaries of land conveyed to the State of California, by deed recorded January 13, 1954 as File/Page No. 4954, in Book 5110, Page 400 of Official Records, and described as follows:

Beginning at the intersection of Southwesterly line of the 100.00 foot strip of land described in deed to the State of California, recorded June 19, 1943 in Book 1506, Page 365 of Official Records, with the Easterly line on that parcel of land described in deed to the County of San Diego, recorded in Book 2441, Page 323 of Official Recorder; thence from a tangent which bears South 40°36'47" East along said Southwesterly line being a curve to the left with a radius of 2310.00 feet through an angle of 0°44'39" a distance of 30.00 feet; thence leaving said Southwesterly line South 69°32'57" West 21.04 feet to a point on said Easterly line; thence along said Easterly line North 0°04'22" East 30.00 feet to the Point of Beginning.

Further excepting therefrom that portion described as follows:

Beginning at the intersection of the Southwesterly right-of-way line of State Highway Route 75 (formerly XI-80-199-A) said right of way line being described in deed to the State of California, recorded June 19, 1943 in Book 1506, Page 365 of Official Records of said County, with the Southerly line of Parcel 4590-1 described in deed to the State of California, recorded January 13, 1954 in Book 5110, Page 400 of Official Records of said County; thence Southwesterly along said Southwesterly right of way line, being a curve to the left, having a radius of 2310 feet through a central angle of 0°33'03" an arc distance of 22.21 feet; thence leaving said Southwesterly line from a tangent which bears South 40°05'06" West along a curve to the left having a radius of 60.00 feet through a central angle of 39°56'28" an arc distance of 41.83 feet; thence North 89°06'54" West 1.49 feet to the Easterly line of the Westerly 34.00 feet of the Northeast Quarter of the Southeast Quarter of Section 19, Township 18 South, Range 2 West, San Bernardino Meridian thence along said Easterly line and its Northerly prolongation thereof North 0°06'43" East (Record North 0°04'22" East) 54.79 feet to the Southerly line of said Parcel 4590-1; thence along said Southerly line North 69°34'48" East (record North 69°32'57" East) 0.77 feet to the Point of Beginning; and

WHEREAS, on January 19, 2006, the Design Review Board adopted DRB Resolution No. 2006-01 recommending approval of the project design; and

WHEREAS, the project design of the 10 antennae to be mounted in 3 sectors virtually flush with the existing building with RF screening and with the screening of the equipment inside of the building would not be obtrusive and therefore compatible in use and appearance with the surrounding area and existing telecommunications antennae, consistent with Policy D-8 of the Design Element of the General Plan and with Ordinance Nos. 2002-983 and 2003-997; and,

WHEREAS, this project consisting of additional antennae complies with the Application Requirements of Section 19.88.050, the Development and Design Standards of Section 19.88.070 and will be required to comply with the Operations and Maintenance Standards of Section 19.88.080 of Chapter 19.88 "Wireless Communication Facilities" of the zoning ordinance; and

WHEREAS, the City Council of the City Of Imperial Beach hereby finds that necessity compels placement of this facility in this location to avoid a significant gap in wireless communications coverage; and

WHEREAS, the City Council of the City Of Imperial Beach hereby finds that the proposed conditions are consistent with the Federal Telecommunications Act of 1996; and

WHEREAS, this project complies with the requirements of the California Environmental Quality Act (CEQA) as this project may be categorically exempt pursuant to CEQA Guidelines Section 15301 as a Class 1(E) project (Additions to Existing Structures); and

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.**

The installation of 10 telecommunications antenna on the existing building at the Silver Strand Plaza will provide additional wireless services to avoid gaps in wireless communications coverage and therefore contribute to the general well being of the neighborhood or community. The project is subject to Chapter 19.88, "Wireless Communications Facilities," Ordinance 2002-983 and Ordinance 2003-997, which establishes the standards for siting, development and maintenance of wireless communications facilities and antenna throughout the city.

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, installation of 10 telecommunications antenna on the building at the Silver Strand Plaza, 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 as it will be required to comply with Chapter 19.88, "Wireless Communications Facilities," which is to provide for the public safety, health and welfare, as well as for the aesthetic quality as set forth in the goals, objectives and policies of the General Plan. In the Conditions of Approval, specific conditions have been set forth by the Community Development Department to mitigate the concerns such a development project may create. The 1996 Federal Telecommunications Act pre-empts local jurisdictions from addressing any health effects of the facilities.

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 for wireless communication facilities (Chapter 19.88). Compliance is demonstrated by the following:

Standards	Provided/Proposed
The installation of wireless communications facilities may not reduce the number of required parking spaces on a proposed site.	No parking demand to be generated and the facility will not occupy any existing parking spaces.
Wireless communications facilities and accessory equipment must meet the required setbacks of the underlying zone, except that in a residential zone, the minimum setback for an antenna or equipment building from any property line is twenty feet.	The facility will be located at the Silver Strand Plaza (600 Palm Avenue) which is zoned C-1 (General Commercial) and does not have setback requirements.
Wireless communications facilities must meet the height requirement of the underlying zone, unless a greater height is approved through the conditional use permit.	The C-1 Zone does specify a height limit of 40 feet. The 10 new antennae are proposed to be mounted flush against the existing building which is about 30 feet high.
A service provider with a wireless communications facility in the city must obtain a city business license.	This will be a condition of approval for the CUP.
The visual impact of wireless communications facilities must be minimized to the maximum extent feasible, taking into consideration technological requirements, through the use of placement, screening, camouflage, and landscaping, so that the facility is compatible with adjacent uses, existing architectural elements, topography, neighborhood landscaping, building materials, and other site characteristics.	The 10 new antennae are proposed to be mounted flush against the building. The equipment shelter will be installed inside of the building to reduce visual impacts.
The colors and materials of wireless communications facilities must blend into their backgrounds.	The color of the antennae will be painted to match the color of the building in compliance with the city's stealth requirements.
Facade-mounted antennae must be integrated architecturally into the style and character of the structure to which they are attached; they must be painted and textured to match the existing structure; and they may not project more than eighteen inches from the face of the building or other support structure unless approved by a conditional use permit.	The 10 new antennae are proposed to be mounted flush against the building and painted to match its color.
Roof-mounted antennae may not exceed the minimum height necessary to serve the operator's service area, while complying with the building height requirements of this title; they must be designed to minimize their visibility from surrounding areas; and they must be painted and textured to match the existing structure or building.	There is no proposed roof mounted antenna.
Freestanding facilities, including towers, lattice towers, and monopoles, are discouraged unless no reasonable alternative is possible. If a freestanding facility is necessary, it may not exceed the minimum functional height and width required to support the	The 10 new antennae are proposed to be mounted flush against the existing building and painted to match its color.

proposed wireless facility.	
Proposed freestanding facilities must be stealth facilities; they must be painted and designed to blend in with the surrounding area; and they must be landscaped, if necessary, to minimize visual impacts.	The 10 new antennae are proposed to be mounted flush against the existing building and painted to match its color in compliance with the city's stealth requirements.
Wireless facility support structures, such as equipment buildings, cabinets, cables, air conditioning units, and fencing, must be painted and textured to match the surrounding physical area and screened with landscaping in order to minimize visual impacts	The equipment will be installed inside of the building.
No advertising signs may be placed on any facility or equipment.	There are no proposed advertising signs.

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 to install 10 telecommunications antenna on the existing building at the Silver Strand Plaza will be in harmony with the purpose and intent of the zoning code (Chapter 19.88) and with the adopted general plan as the potential visual impacts of the proposal have been mitigated by design; i.e. the additional antennae will be mounted flush against building and the equipment will be installed inside of the building.

COASTAL PERMIT FINDINGS:

5. The proposed development conforms to the Certified Local Coastal Plan including Coastal Land Use Policies.

Shore Processes and Shore Protection

This finding does not apply since the project site is not adjacent to the oceanfront that would require shore protection.

Public Access

The subject site is not located between the ocean and the first public road, which, in most cases, is Seacoast Drive. No issue regarding public access to the beach is identified for this project.

Coastal/Scenic View

The proposed antennae are to be installed flush on the existing building; no scenic view impacts are identified. Similarly, no coastal view impacts are identified since no additional telecommunication tower to accommodate this antenna that could impact coastal views is being proposed.

6. **For all development seaward of the nearest public highway to the shoreline, the proposed development meets standards for public access and recreation of Chapter Three of the 1976 Coastal Act and regulations promulgated thereunder.**

The subject site is not located between the ocean and the first public road, which, in most cases, is Seacoast Drive. No issue regarding public access to the beach is identified for this project.

7. **The proposed development meets the minimum relevant criteria set forth in Title 19, Zoning.**

The project has complied with the application requirements for telecommunications facilities pursuant to Section 19.88.050, with the development and design standards of Section 19.88.070, and will be required to comply with the operations and maintenance standards of Section 19.88.080 of the City's Wireless Communication Facilities Ordinance. Additionally, this project is consistent with the certification order of the Coastal Commission regarding the City's Wireless Communication Facilities Ordinances (2002-983 and 2003-997) in that this project proposes not to be obtrusive by mounting the antennae flush with the existing building.

8. **For all development involving the construction of a shoreline protective device, a mitigation fee shall be collected which shall be used for beach sand replenishment purposes. The mitigation fee shall be deposited in an interest bearing account designated by the Executive Director of the California Coastal Commission and the City Manager of Imperial Beach in lieu of providing sand to replace the sand and beach area that would be lost due to the impacts of any protective structures.**

This finding does not apply since the project site is not adjacent to the oceanfront that would require shore protection.

NOW, THEREFORE, BE IT RESOLVED, that Conditional Use Permit (CUP 050276), Administrative Coastal Permit (ACP 050275) and Site Plan Review (SPR 050277), to install a telecommunication facility, including ten antennas and a equipment room, located at 600 Palm Avenue in the C-1 (General Commercial) is hereby **approved** by the City Council of the City of Imperial Beach subject to the following:

CONDITIONS OF APPROVAL:

PLANNING

1. The final plans for the antennae and equipment room and the development of the site shall be in substantial compliance with the approved conceptual plans dated December 12, 2005.
2. Applicant shall obtain a city business license prior to issuance of building permit.
3. Approval of this request shall not waive compliance with any portion of the Uniform Building Code and Municipal Code in effect at the time a building permit is issued.

4. All negative balances in the project account (050275) shall be paid prior to building permit issuance and final inspection.
5. Approvals of Conditional Use Permit (CUP 050276), Administrative Coastal Permit (ACP 050275) and Site Plan Review (SPR 050277), for this project are valid for a one year **vesting** period from the date of approval, to **expire** on **March 15, 2007**. 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.
6. 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.
7. Conditional use permits for wireless communication facilities have a maximum term of ten (10) years, with an automatic review in five (5) years at a public hearing (IBMC 19.88.090). The applicant will be required to renew the Conditional Use Permit (CUP 05-276) prior to the **expiration** date, **March 15, 2016**, in accordance with Chapter 19.82.

BUILDING

8. This project is subject to all Model Codes, State Codes and City Ordinances adopted by the City of Imperial Beach.
9. A building permit is required for construction of all new interior walls and modifications to the exterior facade. A California State Licensed Architect and/or Engineer shall seal plans.
10. An Electrical and Mechanical Permit is required.

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 15th day of March, 2006, by the following roll call vote:

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

Diane Rose

DIANE ROSE, MAYOR

ATTEST:

Jacqueline Hald

JACQUELINE HALD, CITY CLERK

APPROVED AS TO FORM:

James P. Lough

JAMES P. LOUGH, CITY ATTORNEY

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2006-6295 - A Resolution of the City of Imperial Beach approving Conditional Use Permit (CUP 050276), Administrative Coastal Permit (ACP 050275) and Site Plan Review (SPR 050277), to install telecommunication facility, including ten antennas and a equipment room, located at 600 Palm Avenue in the C-1 (General Commercial).

CITY CLERK

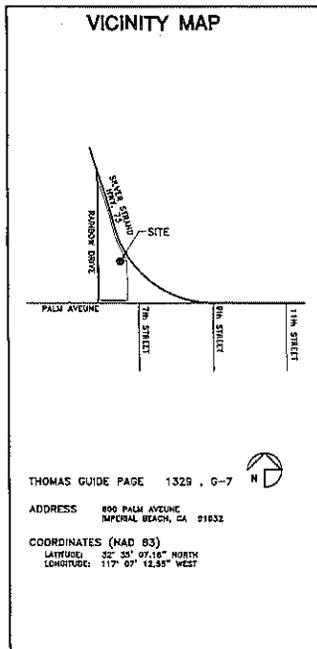
DATE

cingularSM

WIRELESS

POWERHOUSE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932
SS0048-01

ATTACHMENT 2



ACCESSIBILITY DISCLAIMER

THIS PROJECT IS AN UNDEVELOPED WIRELESS PCS TELECOMMUNICATIONS FACILITY AND, ACCORDING TO WRITTEN INTERPRETATION FROM THE CALIFORNIA DEPARTMENT OF THE STATE ARCHITECT, IS EXEMPT FROM DISABLED ACCESS REQUIREMENTS.

CONSULTANT TEAM

ARCHITECT:
WILLIAM BOOTH & ROBERT SUAREZ
ARCHITECTURE & PLANNING
P.O. BOX 4851
CARLSBAD, CA 92018
(760) 434-8474
(760) 434-8286 (FAX)

ELECTRICAL CONSULTANT:
WALTER D. CAMP, ELECTRICAL ENGINEER, PE
2885 MONROE WAY
SAN DIEGO, CA 92122
(606) 533-1385
(606) 533-1980 (FAX)

SURVEYOR:
CAL VADA SURVEYING, INC.
108 BUSINESS CENTER DRIVE
CORONA, CA 92880
(951) 260-8950
(951) 260-0746 (FAX)

PROJECT SUMMARY

APPLICANT: CINGULAR WIRELESS
6925 LUSK BOULEVARD
SAN DIEGO, CA 92121
(619) 425-5386

OWNER: REMARK, A CALIFORNIA LIMITED PARTNERSHIP
2417 PARK AVENUE
CALIFORNIA, CA 91302
CONTACT: CAMI KRAMER
(818) 426-7711 OR (818) 340-1860

DEVELOPMENT SUMMARY:

- CINGULAR WIRELESS EQUIPMENT CABINETS LOCATED IN NEW EQUIPMENT ROOM AT GRADE LEVEL OF EXISTING BUILDING
- INSTALLATION OF THREE CINGULAR WIRELESS ANTENNA SECTORS, TWO SECTORS OF FOUR ANTENNAS EACH, & ONE SECTOR OF 2 ANTENNAS (TOTAL OF 10 ANTENNAS) (2) SECTORS FACED MOUNTED ON EXISTING PARAPET WALLS WITH FIBERGLASS SCREENS & (1) SECTOR MOUNTED TO ROOF BEHIND PROPOSED FIBERGLASS SCREEN.
- INSTALLATION OF NEW 200 AMP ELECTRICAL SERVICE.
- PROVIDE NEW TELCO SERVICE CONNECTION FROM EXISTING UTILITY ROOM
- COAX CABLE TRAY FOR SERVICE CONNECTION BETWEEN ANTENNAS AND EQUIPMENT CABINETS.
- NO LANDSCAPE OR IRRIGATION IS PLANNED FOR THIS PROJECT.

LEGAL DESCRIPTION:

PARCEL 1:
ALL THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASIN AND MESA, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, LYING WESTERLY OF THE EASTERLY 86.00 FEET THEREOF, LYING EASTERLY OF THE WESTERLY 34.00 FEET THEREOF, AND LYING ENVELOPING THE PROPERTY DESCRIBED ABOVE, ANY PORTION THEREOF, LYING HORIZONTALLY OF THE SOUTHERLY LINE OF THE ROAD AS GRANTED TO THE STATE OF CALIFORNIA, BY DEED RECORDED JULY 12, 1943 IN BOOK 1345, PAGE 7 OF OFFICIAL RECORDS.

PARCEL 2:
ALL THOSE PORTIONS OF BLOCK 6 OF SOUTH CORONADO, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 228, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 24, 1987, TOGETHER WITH A PORTION OF FOLKS AVENUE, NOW VACATED AND CLOSED TO PUBLIC USE.

PROJECT ADDRESS: 600 PALM AVENUE
IMPERIAL BEACH, CA 91932

ASSESSORS PARCEL NUMBER: 625-140-14 & 21

EXISTING ZONING: C

TOTAL SITE AREA: 121,961 SQ. FT.
=2.70 ACRES

EXISTING BUILDING OCCUPANCY & USE: B

PROPOSED PROJECT AREA: 284 SQ. FT.

PROPOSED OCCUPANCY: B

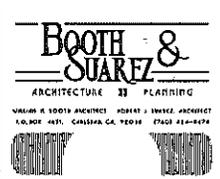
TYPE OF CONSTRUCTION: TYPE V, NON-RATED

SHEET SCHEDULE

	TITLE SHEET AND PROJECT DATA
T-1	TITLE SHEET AND PROJECT DATA
A-0	SITE PLAN AND GENERAL SPECIFICATIONS
A-1	PARTIAL ROOF PLAN
A-2	EQUIPMENT ROOM PLAN
A-3	EXTERIOR ELEVATIONS
A-4	EXTERIOR ELEVATIONS
C-1	ROOF SURVEY

APPLICABLE CODES

ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
CALIFORNIA STATE BUILDING CODE, TITLE 24, 2001 EDITION
CALIFORNIA PLUMBING CODE, 2001 EDITION
CALIFORNIA MECHANICAL CODE, 2001 EDITION
CALIFORNIA ELECTRICAL CODE, 2001 EDITION
IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.



PREPARED FOR

cingularSM
WIRELESS

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME
POWERHOUSE

PROJECT NUMBER
SS0048-01

600 PALM AVENUE
IMPERIAL BEACH, CA 91932

SAN DIEGO COUNTY

DRAWING DATES

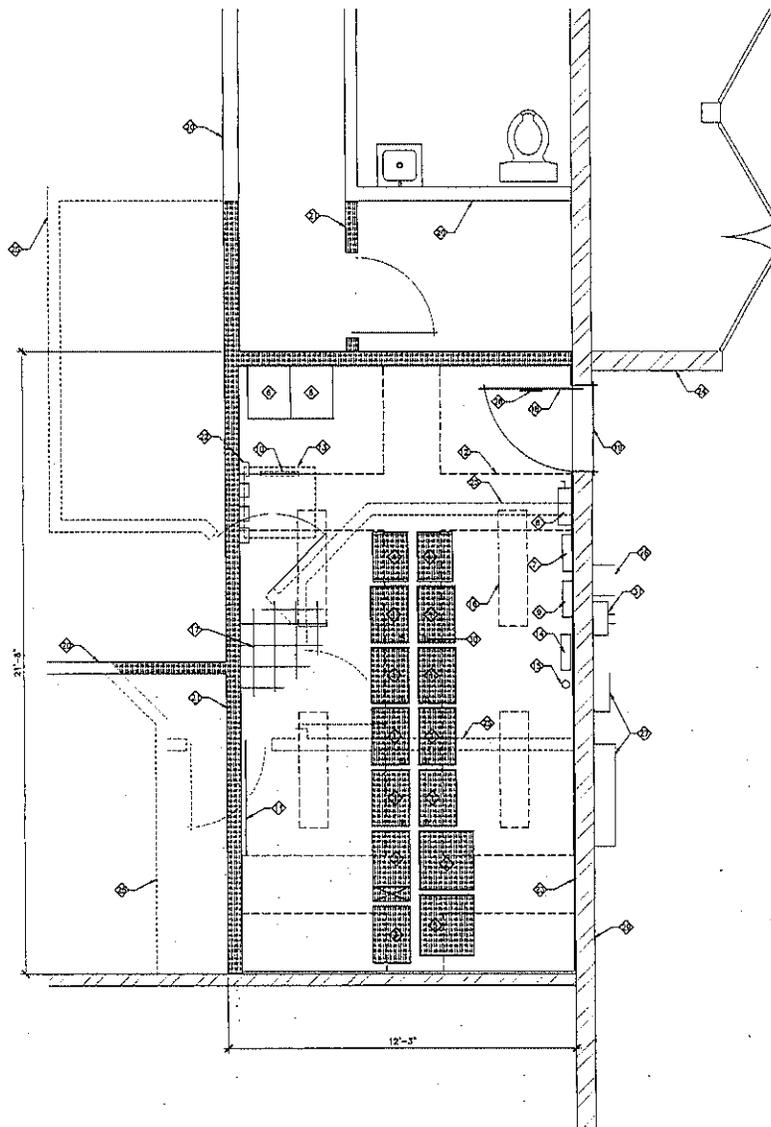
05/27/05	PRELIM 2D REVIEW (AL)
07/11/05	REVISED PRELIM 2D (LPH)
07/18/05	FINAL 2D REVIEW (PH)
08/08/05	REVISED 2D (PH)
09/01/05	PLANNING SUBMITTAL (PH)

SHEET TITLE

TITLE SHEET
&
PROJECT DATA

PROJECT: cingular\050832a\050832t1.dwg

T-1



EQUIPMENT ROOM PLAN
SCALE: 1/8" = 1'-0"



EQUIPMENT ROOM NOTES:

- ◇ CINGULAR WIRELESS RF EQUIPMENT RACK, 23 1/2" WIDE x 15 3/4" DEEP x 72" HIGH (TYPICAL OF 8) WEIGHT: 506 LBS. EACH
- ◇ CINGULAR WIRELESS 24V VORTEX RECEIVER AND BATTERY RACK, 23" WIDE x 23" DEEP x 80" HIGH (TYPICAL OF 1) WEIGHT: 1679 LBS. EACH
- ◇ CINGULAR WIRELESS LTE/EQUIPMENT RACK, 23 1/2" WIDE x 15 3/4" DEEP x 72" HIGH (TYPICAL OF 2) WEIGHT: 506 LBS. EACH
- ◇ PROPOSED CINGULAR WIRELESS DATA RACK, 20 3/4" WIDE x 15" DEEP (TYPICAL OF 2)
- ◇ CINGULAR WIRELESS 24V VORTEX EXPANSION BATTERY RACK, 23" WIDE x 23" DEEP x 80 1/4" HIGH (TYPICAL OF 1) WEIGHT: 2946 LBS. EACH
- ◇ PROPOSED FAN COIL UNITS WITH CONDENSORS ON ROOF ABOVE EQUIPMENT ROOM
- ◇ PROPOSED WALL MOUNTED 200 AMP ELECTRICAL PANEL, 18"5"
- ◇ PROPOSED WALL MOUNTED MANUAL TRANSFER SWITCH
- ◇ PROPOSED WALL MOUNTED ENVIRONMENTAL CONTROL PANEL
- ◇ PROPOSED MASTER GROUND BUS BAR MOUNTED TO CABLE TRAY BELOW COAX CABLE HATCH
- ◇ PROPOSED 48" x 84" x 3/4" WALL MOUNTED PLYWOOD TELCO BOARD
- ◇ PROPOSED OVERHEAD 24" CABLE LADDER Ø = 7"-6" (SHOWN DASHED)
- ◇ PROPOSED COAXIAL CABLE HATCH ABOVE
- ◇ PROPOSED WALL MOUNTED FIRST AID KIT, PLASTIC SAFETY BIN WITH EMERGENCY EYEWASH STATION, BELOW & BATTERY SPILL KIT
- ◇ PROPOSED WALL MOUNTED CLASS "ABC" FIRE EXTINGUISHER
- ◇ PROPOSED SURFACE MOUNTED 1' x 4' FLUORESCENT LIGHT FIXTURE (TYPICAL OF 4)
- ◇ 12" x 12" x 1/2" VINYL FLOOR TILES, EXCELSON #51026 SHELTER WHITE WITH 4" CONE BASE
- ◇ PROPOSED STEEL DOOR & FRAME
- ◇ ALUMINUM THRESHOLD
- ◇ EXISTING BUILDING WALLS
- ◇ PROPOSED WALL (SHOWN SHADED)
- ◇ PROVIDE WALL MOUNTED DUPLEX FILTERS
- ◇ PURR-OUT EXISTING WALL
- ◇ EXISTING CONCRETE BLOCK TRASH ENCLOSURE
- ◇ EXISTING WALL TO BE REMOVED
- ◇ EXISTING ELECTRICAL DISCONNECT
- ◇ EXISTING ELECTRICAL CABINET
- ◇ PROPOSED CINGULAR WIRELESS SHORAGE
- ◇ EXISTING CONCRETE BLOCK EXTERIOR BUILDING WALL
- ◇ CINGULAR WIRELESS CABINET INSTALLATION SEQUENCE
- ◇ EXISTING STORAGE METER PANEL



PREPARED FOR



8925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

K/F	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME

POWERHOUSE

PROJECT NUMBER

SS0048-01

800 PALM AVENUE
IMPERIAL BEACH, CA 91932

SAN DIEGO COUNTY

DRAWING DATES

06/27/05	PRELIM 2D REVIEW (AL)
07/11/05	REVISED PRELIM 2D (djm)
07/16/05	FINAL 2D REVIEW (rwp)
08/08/05	REVISED 2D (AL)
09/21/05	PLANNING SUBMITTAL (d)

SHEET TITLE

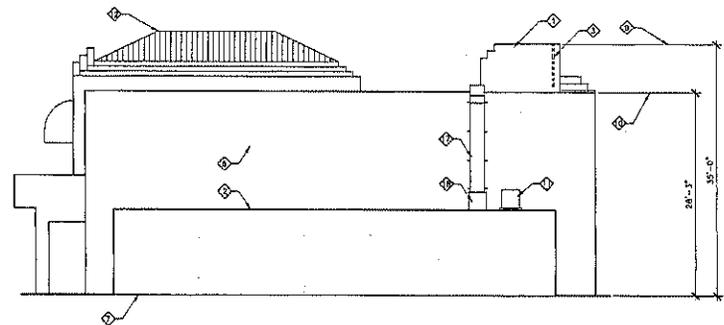
**EQUIPMENT ROOM
PLAN**

PROJECTS\Cingular\050952a\050952a.dwg

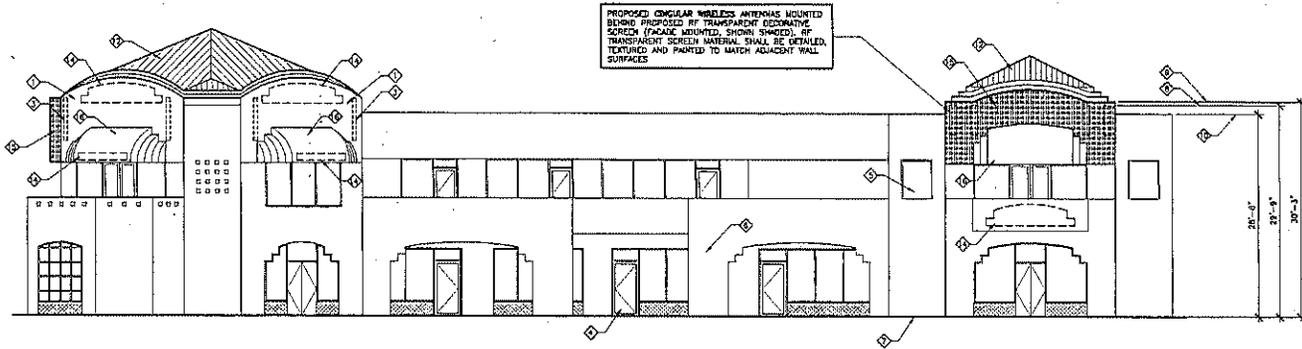
A-2

KEYED NOTES

- ① EXISTING SPRINT OF TRANSPARENT SCREEN
- ② PROFILE OF EXISTING SINGLE-STORY BUILDING IN FOREGROUND
- ③ EXISTING SPRINT ANTENNAS BEHIND OF TRANSPARENT SCREEN
- ④ EXISTING DOOR (TYPICAL)
- ⑤ EXISTING WINDOW (TYPICAL)
- ⑥ EXISTING STUCCO FINISHED WALL
- ⑦ EXISTING CRANE
- ⑧ TOP OF PROPOSED CIRCULAR WIRELESS ANTENNA
- ⑨ TOP OF PROPOSED RF TRANSPARENT SCREEN
- ⑩ TOP OF EXISTING PARAPET
- ⑪ PROPOSED CONDENSER UNITS
- ⑫ EXISTING METAL ROOF
- ⑬ TOP OF EXISTING BALCONY
- ⑭ EXISTING SIGNAGE TO REMAIN
- ⑮ PROPOSED RF TRANSPARENT SCREEN TO MATCH EXISTING (SHOWN SHACED)
- ⑯ EXISTING AWNING
- ⑰ PROPOSED CDAX CABLE TRAY, PAINT TO MATCH EXISTING ADJACENT SURFACE.
- ⑱ PROPOSED CDAX CABLE TRAY AND SERVOID, PAINT TO MATCH EXISTING ADJACENT SURFACE.



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



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

PREPARED FOR
cingular
 WIRELESS

5925 LUXE BOULEVARD
 SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME
POWERHOUSE
 PROJECT NUMBER
SS0048-01
 600 PALM AVENUE
 IMPERIAL BEACH, CA 91932

SAN DIEGO COUNTY

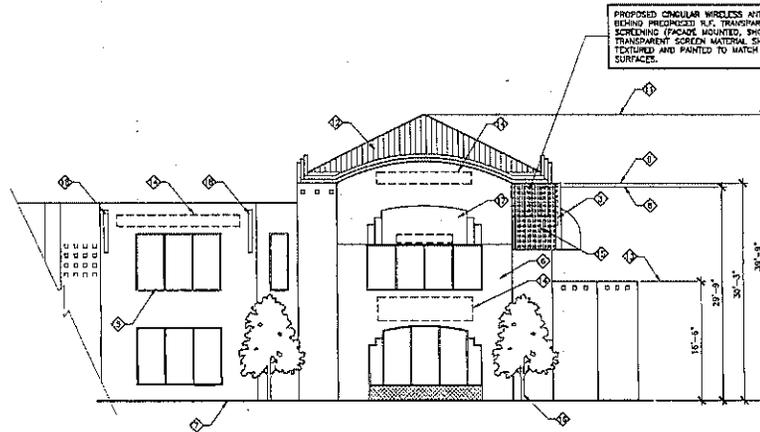
DRAWING DATES

08/27/04	PRELIM 2D REVIEW (AL)
07/11/05	REVISED PRELIM 2D (SMB)
07/18/05	FINAL 2D REVIEW (SMB)
08/08/05	REVISED 2D (AL)
09/21/05	PLANNING DEPARTMENTAL (AL)

SHEET TITLE

EXTERIOR ELEVATIONS

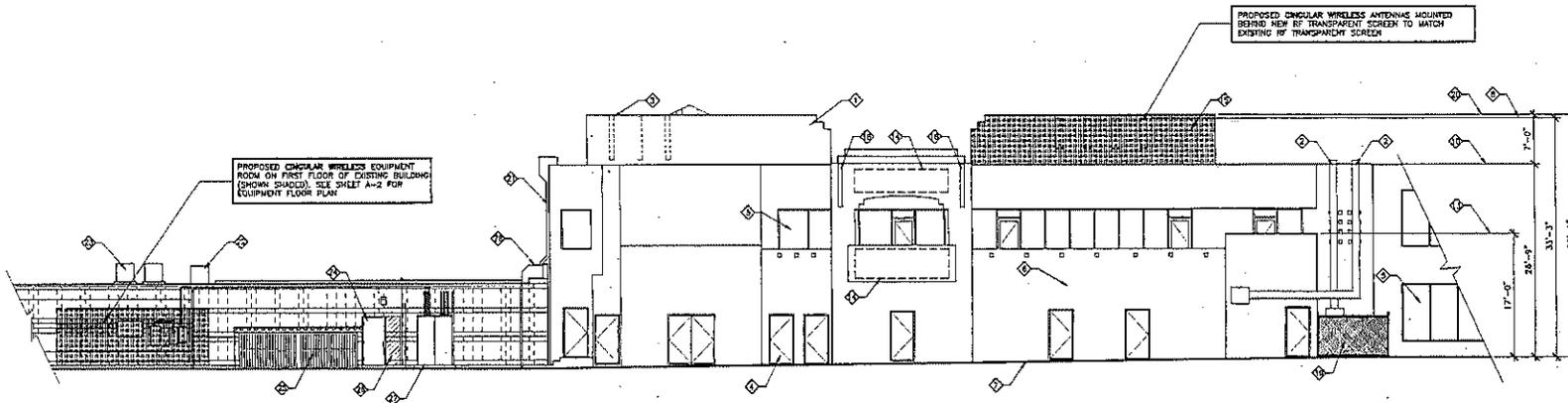
PROJECT: cingular\SS0048\050925\A.dwg



NORTHEAST ELEVATION (PARTIAL)
SCALE: 1/8"=1'-0"

KEYED NOTES

- ⊠ EXISTING SPRINT RF TRANSPARENT SCREEN
- ⊠ EXISTING COAX CABLE TRAY
- ⊠ EXISTING SPRINT ANTENNAS BEHIND RF TRANSPARENT SCREEN
- ⊠ EXISTING DOOR (TYPICAL)
- ⊠ EXISTING WINDOW (TYPICAL)
- ⊠ EXISTING STUCCO FINISHED WALL
- ⊠ EXISTING GRADE
- ⊠ TOP OF PROPOSED CIRCULAR WIRELESS ANTENNA
- ⊠ TOP OF EXISTING RF TRANSPARENT SCREEN
- ⊠ TOP OF EXISTING PARAPET
- ⊠ TOP OF ROOF
- ⊠ EXISTING METAL ROOF
- ⊠ TOP OF EXISTING BALCONY
- ⊠ EXISTING SIGNAGE TO REMAIN
- ⊠ PROPOSED RF TRANSPARENT SCREEN TO MATCH EXISTING (SHOWN SHADDED)
- ⊠ EXISTING TREE TO REMAIN (TYPICAL)
- ⊠ EXISTING AWNING
- ⊠ EXISTING T-MOBILE FACADE MOUNTED ANTENNA
- ⊠ EXISTING T-MOBILE EQUIPMENT ENCLOSURE
- ⊠ TOP OF PROPOSED RF TRANSPARENT SCREEN TO MATCH EXISTING RF TRANSPARENT SCREEN
- ⊠ PROPOSED COAX CABLE TRAY, PARTLY TO MATCH EXISTING ADJACENT SURFACE
- ⊠ PROPOSED COAX CABLE MATCH, PARTLY TO MATCH EXISTING ADJACENT SURFACE
- ⊠ PROPOSED CONDENSER UNITS
- ⊠ PROPOSED STEEL DOOR AND FRAME
- ⊠ EXISTING TRASH ENCLOSURE
- ⊠ INFILL EXISTING OPENINGS WITH CONCRETE BLOCK TO MATCH EXISTING (SHOWN MATCHED)
- ⊠ EXISTING ELECTRICAL EQUIPMENT CABINET
- ⊠ PROPOSED COAX CABLE SHROUD



EAST ELEVATION (PARTIAL)
SCALE: 1/8"=1'-0"

BOOTH & SUAREZ
ARCHITECTURE PLANNING

10000 N. BOOTH AVENUE, SUITE 100, SAN DIEGO, CA 92121
TEL: 619.451.4444 FAX: 619.451.4444



PREPARED FOR

cingular
WIRELESS

6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME

POWERHOUSE

PROJECT NUMBER

SS0048-01

600 PALM AVENUE
IMPERIAL BEACH, CA 91932

SAN DIEGO COUNTY

DRAWING DATES

06/27/05	PRELIM 2D REVIEW (AL)
07/11/05	REVERSED PRELIM 2D (dpm)
07/18/05	FINAL 2D REVIEW (rsm)
08/04/05	REVERSED 2D (AL)
08/21/05	PLANNING SUBMITTAL (su)

SHEET TITLE

EXTERIOR ELEVATIONS

PROJECT: C:\projects\cingular\050932\050932A4.dwg

A-4

Title Report

PREPARED BY: LAND AMERICA LAWYERS TITLE COMPANY
ORDER NO. 09030257
REPORT DATED: MAY 2, 2005

Legal Description

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:
ALL THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY, LIVING SOUTHWESTERLY LINE OF STATE HIGHWAY 163-199-A, AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 19, 1943 AS FILE/PLATE NO. 30123, IN BOOK 1528, PAGE 305 OF OFFICIAL RECORDS.
EXCEPTING FROM THE PROPERTY DESCRIBED ABOVE, ANY PORTION THEREOF, LYING NORTHERLY OF THE SOUTHWESTERLY LINE OF THE ROAD AS DEDICATED TO THE STATE OF CALIFORNIA, BY DEED RECORDED JULY 12, 1943 IN BOOK 1524, PAGE 7 OF OFFICIAL RECORDS.

PARCEL 2:
ALL THOSE PORTIONS OF BLOCK 6 OF SOUTH CORONADO, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 228, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 25, 1925, TOGETHER WITH A PORTION OF STRAITS AVENUE NOW WASHED AND CLOSED TO PUBLIC USE, BEING DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, LYING SOUTHWESTERLY LINE OF THE SOUTHWESTERLY LINE OF STATE HIGHWAY 163-199-A, AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 19, 1943 AS FILE/PLATE NO. 30123, IN BOOK 1528, PAGE 305 OF OFFICIAL RECORDS.

EXCEPTING FROM THE PROPERTY DESCRIBED IN PARCEL 2 ABOVE THE WESTERLY 34.00 FEET THEREOF, AND ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF A ROAD CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED JANUARY 13, 1954 AS FILE/PLATE NO. 4054, IN BOOK 3545, PAGE 400 OF OFFICIAL RECORDS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE 100.00 FOOT STRIP OF LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 19, 1943 IN BOOK 1508, PAGE 305 OF OFFICIAL RECORDS, WITH THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF SAN DIEGO, RECORDED IN BOOK 3441, PAGE 305 OF OFFICIAL RECORDS, THENCE FROM A POINT WHICH BEARS SOUTH 47°07'47" EAST ALONG SAID SOUTHWESTERLY LINE BEING A CURVE TO THE LEFT WITH A RADIUS OF 236.00 FEET THROUGH AN ANGLE OF 94°27'41" A DISTANCE OF 30.00 FEET THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 89°07'57" WEST 21.04 FEET TO A POINT ON SAID EASTERLY LINE, THENCE ALONG SAID EASTERLY LINE NORTH 17°02'22" EAST 30.00 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY ROUTE 75 (FORMERLY 94-30-199-A) SAID WESTERLY LINE BEING DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JUNE 19, 1943 IN BOOK 1508, PAGE 305 OF OFFICIAL RECORDS OF SAID COUNTY, WITH THE SOUTHWESTERLY LINE OF PARCEL 199-1 DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JANUARY 13, 1954 IN BOOK 3545, PAGE 400 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 331.00 FEET THROUGH A CENTRAL ANGLE OF 67°01'57" AN ARC DISTANCE OF 22.24 FEET, THENCE LEAVING SAID SOUTHWESTERLY LINE FROM A POINT WHICH BEARS SOUTH 49°07'47" WEST ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 39°32'27" AN ARC DISTANCE OF 41.85 FEET, THENCE NORTH 89°07'57" WEST 4.48 FEET TO THE EASTERLY LINE OF THE WESTERLY 34.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, THENCE ALONG SAID EASTERLY LINE AND THE NORTHERLY PROLONGATION THEREOF NORTH 09°42'57" EAST 48.00 FEET TO A POINT 34.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 199-1, THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 89°07'57" WEST 4.48 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel No.

02-140-14 & 19

Easements

NO TITLE REPORT

Geographic Coordinates at Center of Building

1927 DATUM: LATITUDE: 32° 55' 05.56" LONGITUDE: 117° 07' 04.45"
1983 DATUM: LATITUDE: 32° 55' 07.05" LONGITUDE: 117° 07' 12.55"

Date of Survey

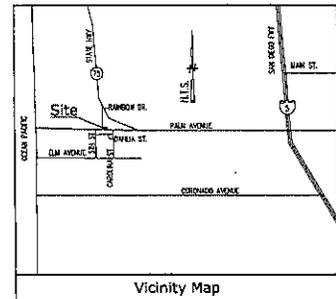
JUN 20, 2005

Basis of Bearings

THE STATE PLANE COORDINATE SYSTEM 1983 CALIFORNIA ZONE 14

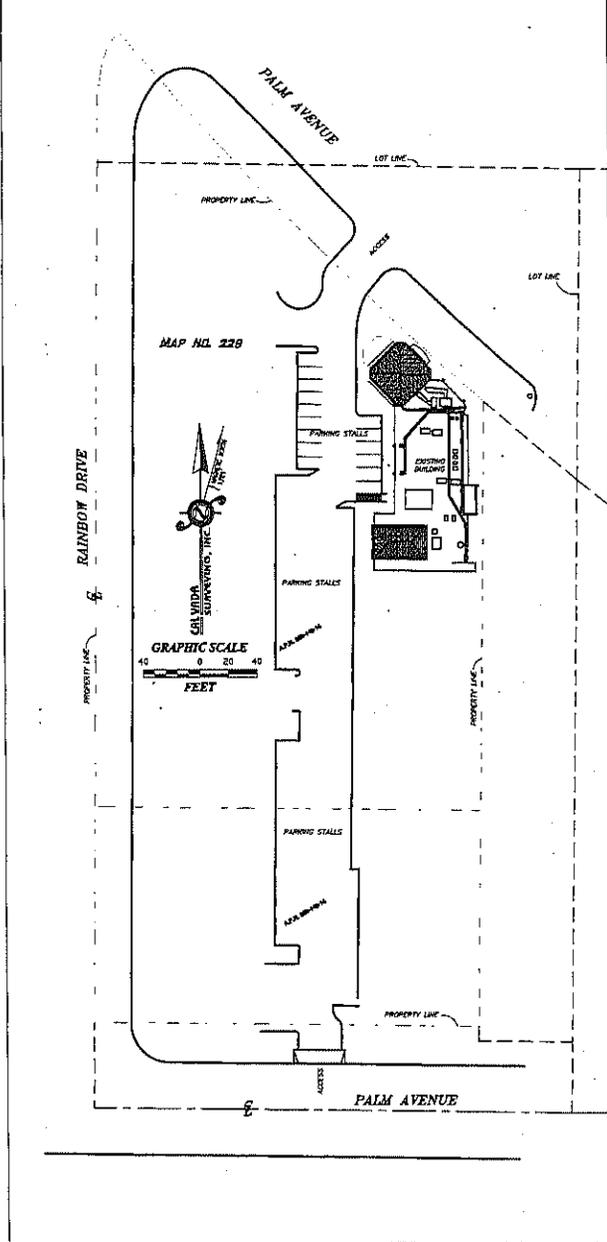
Bench Mark

THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE NGS POINT MONUMENT NO. 45582, ELEVATION = 44.5 FEET (HARDWARE)



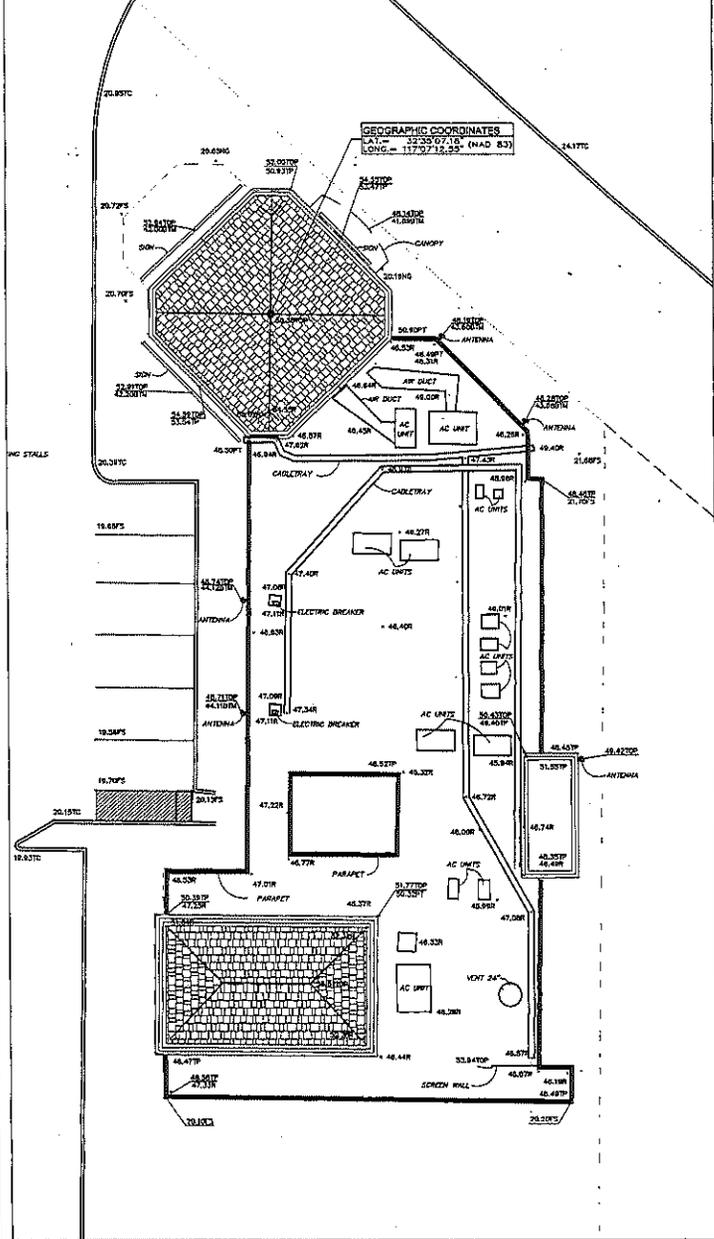
Boundary Detail

SCALE: 1"=40'



Overall Site Detail

SCALE: 1"=10'



Booth & Suarez
ARCHITECTURE & PLANNING
WILLIAM H. BOOTH ARCHITECT 10407 J ST SAN DIEGO, CA 92161
S. BOOTH ARCH. CALIFORNIA, CA 92101 (760) 444-4474

PREPARED FOR
cingular
WIRELESS
6925 LUSK BOULEVARD
SAN DIEGO, CA 92121

APPROVALS

R.F.	DATE
ZONING	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
OWNER APPROVAL	DATE

PROJECT NAME
POWERHOUSE

PROJECT NUMBER
SS0048-01

500 PALM AVENUE
IMPERIAL BEACH, CA. 91932
SAN DIEGO COUNTY

DRAWING DATES

06/25/05	PRELIM SURVEY	JFS
----------	---------------	-----

SHEET TITLE
ROOF SURVEY

PROJECT'S: d:\gpa\05092504\05092501.dwg

PROJECT DESCRIPTION & JUSTIFICATION

PROPOSAL TO ESTABLISH AND OPERATE A
NEW DIGITAL PCS
COMMUNICATIONS FACILITY

SS0048-01
Powerhouse
600 Palm Avenue
Imperial Beach, CA 91932

Prepared for:

City of Imperial Beach
Department of Planning and Land Use
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

Prepared by:

PlanCom, Inc.
Contractor Representatives for
Cingular Wireless

302 State Place
Escondido, CA 92029

(760) 715-8703
Contact: Krystal Patterson, Land Use Consultant

September 23, 2005



BACKGROUND

Cingular Wireless was established in 1994 as Pacific Bell Mobile Services, the wireless subsidiary of Pacific Bell. In 2001, Pacific Bell Wireless changes its marketing name to Cingular Wireless, taking advantage of the national wireless footprint of SBC and Bell South. Cingular is a public utility and has been continuously developing an all-digital wireless network throughout California. In March of 1995, Cingular was issued a license by the Federal Communications Commission (FCC) for the provision of Personal Communications Services (PCS). In November of 1996, Cingular formally unveiled its San Diego service. Since that time, the services have included basic wireless phone service as well as wireless data and internet capabilities.

In 2004, Cingular Wireless acquired AT&T Wireless' network and sold the Cingular network to T-Mobile. Since the acquisition of AT&T Wireless, the radio frequency engineers at Cingular have been assessing network performance and quality of their new network. At present, the network is experiencing both poor coverage as well as call capacity deficiencies in and around the Palm Avenue Area.

In an effort to respond to these network needs and to ensure customer satisfaction, Cingular is seeking approval from the City of Imperial Beach to install a new wireless communications facility at 600 Palm Avenue. The proposed facility is primarily designed to improve network coverage quality in the vicinity of Palm Avenue and Silver Strand Highway 75 and the surrounding area. The attached radio frequency coverage exhibits illustrate the existing coverage condition as well as the predicted coverage from the proposed facility.

Secondarily, the site will alleviate "call blocking" by increasing network capacity for Cingular subscribers in the general area. Site blocking occurs when all available call channels at a particular antenna site are in use, thus, blocking other users from making a desired call. Because sites have a finite call capacity, the only way to provide additional call channels in an area is to add a new antenna site. The proposed site is intentionally designed to be low in order to contain the signal in the desired coverage area to maximize network capacity objectives.

Project Description

The project proposes to locate 10 antennas (2 sectors of 4 antennas each and 1 sector of 2 antennas) mounted behind new RF Transparent screens. The associated equipment will be located inside the existing building.



SITE CHARACTERISTICS

The proposed project is located at 600 Palm Avenue, between Rainbow Drive and 7th Street. The underlying zoning of the proposed site is C-1.

The surrounding land uses are as follows:

North:	Residential/Ocean
South:	Residential
East:	Residential
West:	Residential/Commercial

SITE SELECTION

Cingular Wireless engineering, planning, and leasing staff have been working to improve, enhance, and expand the Pure Digital PCS network throughout the County of San Diego. Like existing cellular systems, PCS will employ a network of transmit/receive stations ("cell-sites") that carry and "hand-off" signals as the user moves from one area to another. As the user moves from one cell area (the area where a base station and antenna are located to receive and transmit calls) to the next, signals to and from the first cell site fade while those to and from the next cell site strengthen. Sophisticated computer systems sense these signal variations and automatically hand the signal off to an available channel as the user moves between cell areas.

The network of PCS cell sites throughout the region is "locational dependent", meaning that there is a necessary and logical interrelationship between each cell site. Eliminating or relocating a single cell site can lead to gaps in the system or areas where a continuous signal cannot be maintained, and may necessitate significant design changes or modifications to the PCS network.

This site was chosen because of its location within the intended coverage area. Additionally, it provided the opportunity to collocate on a site with an existing wireless carrier.

We believe the Powerhouse site as designed meets Cingular's needs while also meeting the City's requirements for wireless communications facilities.

PROJECT JUSTIFICATION

As noted, Cingular Wireless is a public utility, licensed and regulated by the Federal Communications Commission (FCC) and informally by the California Public Utilities Commission (CPUC), and authorized to develop and operate a new wireless, digital PCS network throughout California. Cingular Wireless engineers responsible for the overall design and operation of this new PCS network want to ensure that network coverage is available throughout the County of San Diego. A site in this location is essential to meeting the network's current capacity and coverage needs in this area. At present, there is limited network coverage to the roadways, homes and business located in the Palm Avenue & Sliver Strand area. The proposed facility is intended to address this need, and by design will interface with neighboring sites to provide high quality, consistent network operations to Cingular Wireless customers.

PLANNING/ZONING CONSISTENCY

The location, size, design, and operating characteristics of the proposed communications facility will not create unusual noise, traffic, or other conditions or situations that may be objectionable, detrimental, or incompatible with other permitted uses in the vicinity. The following supports this determination:

1. The antennas will be located behind new RF transparent screens;
2. The equipment associated with the communication structure will be located within the existing building;
3. The equipment will operate within City noise limits;
4. The equipment does not emit fumes, smoke, dust, or odors that could be considered objectionable.
5. The communications facility is unmanned and only requires periodic maintenance, which equates to approximately one vehicle trip per month.

Further, the proposed communications facility will not result in conditions or circumstances contrary to the public health, safety and welfare, in that:

1. The proposed PCS communications facility will operate in full compliance with the U.S. standards for radio frequency emissions as adopted by the FCC.
2. The radio frequency emissions emitted by the proposed PCS facility will fall within the portion of the electromagnetic spectrum, which transmits non-ionizing radio waves. Non-ionizing electromagnetic emissions, at the low levels associated with this type of wireless technology, are not harmful to living cells. Among the items that result in non-ionizing electromagnetic emissions are police/fire/EMS radios, television broadcasts, CB radios,

microwave ovens, and a variety of common household electronics including garage door openers and baby monitors. Conversely, items that transmit ionizing electromagnetic emissions include ultra-violet light, medical x-rays, and gamma rays.

3. Data currently available on the effects of electromagnetic transmissions on public health indicate that there is not the likelihood of negative impacts to public health and safety.



June 2, 2005

To: All Cities and Agencies

From: Kevin McGee, Network Deployment Manager

Re: Letter of Authorized Agents
Cingular Wireless

The below named representatives are hereby authorized to act as an Agent on behalf of Cingular Wireless (Cingular) in obtaining planning, building and related permits. This authorization is applicable to any and all matters, including public hearings, affecting Cingular land use entitlement applications in all jurisdictions throughout Southern California.

Please direct project related correspondence to the firm and the representatives listed below:

Authorized Representatives:

PlanCom, Inc.

302 State Place, Second Floor
Escondido, CA 92029

Darrell W. Daugherty
Krystal Patterson
Ted Marioncelli
Robert E. Medina
Karen Adler
Kelly Vivanco
Shelly Kilbourn
Kerrigan Daugherty

Authorized By:

A handwritten signature in black ink, appearing to read 'Kevin McGee', written over a horizontal line.

Kevin McGee
Network Deployment Manager
Cingular Wireless



Date: July 22, 2005

Site # SS-048-01

To Whom It May Concern,

Re: Letter of Authorization to pursue communications facility

As owner/agent of the below described property, I do hereby appoint Cingular Wireless (CW) my agent for the purpose of consummating any application necessary to ensure their ability to use the property for which Cingular Wireless is negotiating a lease for the purpose of constructing a wireless telecommunications facility. I understand that this application may be denied, modified, or approved with conditions and that such conditions or modifications must be complied with prior to issuance of building permits.

Property Address:
600 Palm Avenue
Imperial Beach, CA 91932

APN# 625-140-14

By: Sandra Kramer
Signature

7/29/05
Date

Sandra Kramer
Print Name & Title



PHOTOGRAPHIC SURVEY

SS0048 *POWER HOUSE*

600 PALM AVENUE
IMPERIAL BEACH, CA 91932

Prepared for:

City of Imperial Beach
Planning Division
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Prepared by:

M&M Telecom, Inc.
agent for AT&T Mobility

Project Contact:

Danielle Goldman
M&M Telecom, Inc.
(619) 972-4944
danielle.goldman@mmtelecominc.com



SS0048 POWER HOUSE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932

1

LOOKING NORTH FROM THE SUBJECT SITE





SS0048 POWER HOUSE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932

2

LOOKING SOUTH FROM THE SUBJECT SITE





SS0048 POWER HOUSE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932

3

LOOKING EAST FROM THE SUBJECT SITE





SS0048 POWER HOUSE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932

4

LOOKING WEST FROM THE SUBJECT SITE





SS0048 POWER HOUSE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932

5 *LOOKING NORTH TOWARD THE SUBJECT SITE*





SS0048 POWER HOUSE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932

6

LOOKING SOUTH TOWARD THE SUBJECT SITE





SS0048 POWER HOUSE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932

7

LOOKING EAST TOWARD THE SUBJECT SITE

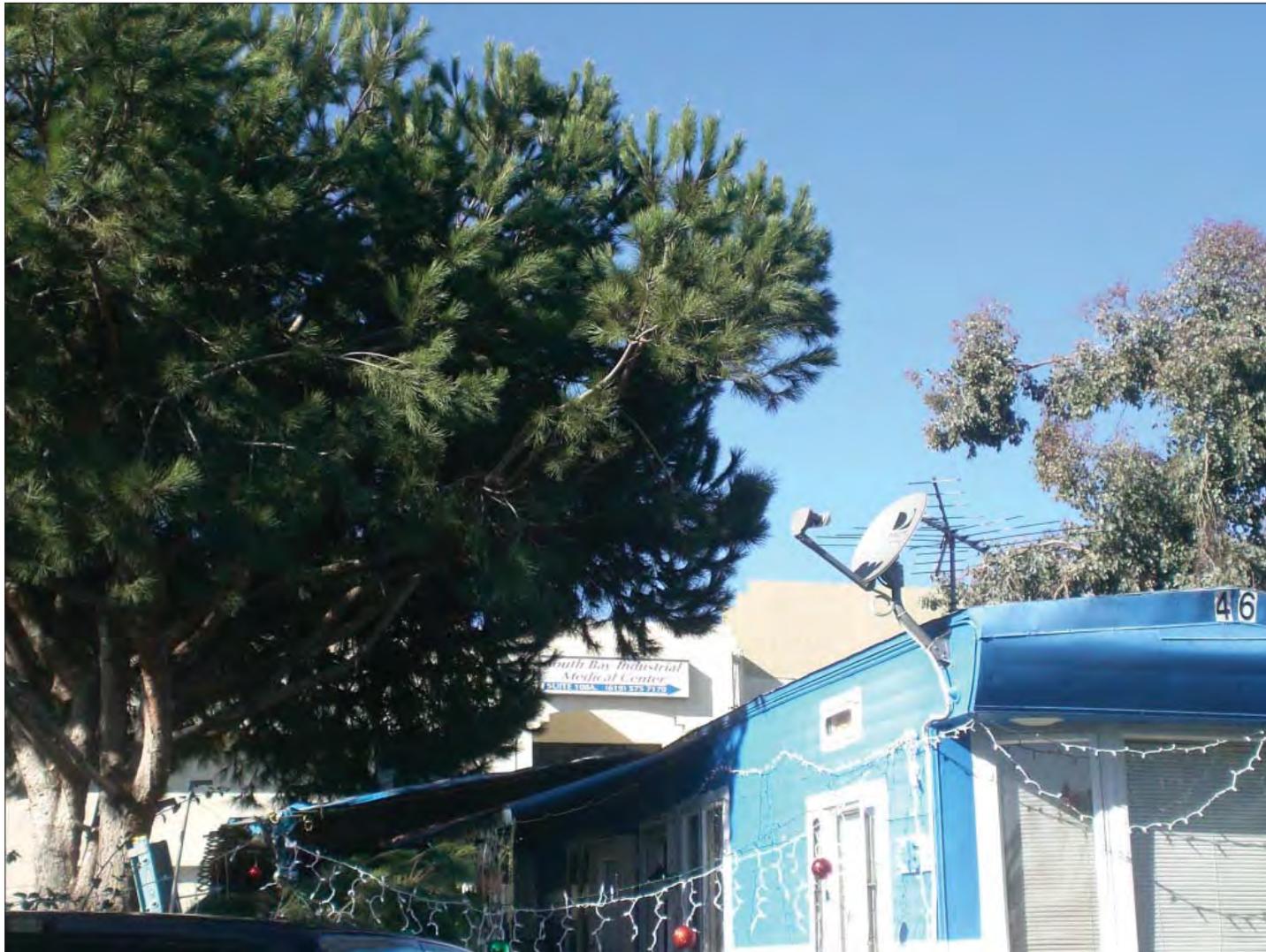




SS0048 POWER HOUSE
600 PALM AVENUE
IMPERIAL BEACH, CA 91932

8

LOOKING WEST TOWARD THE SUBJECT SITE

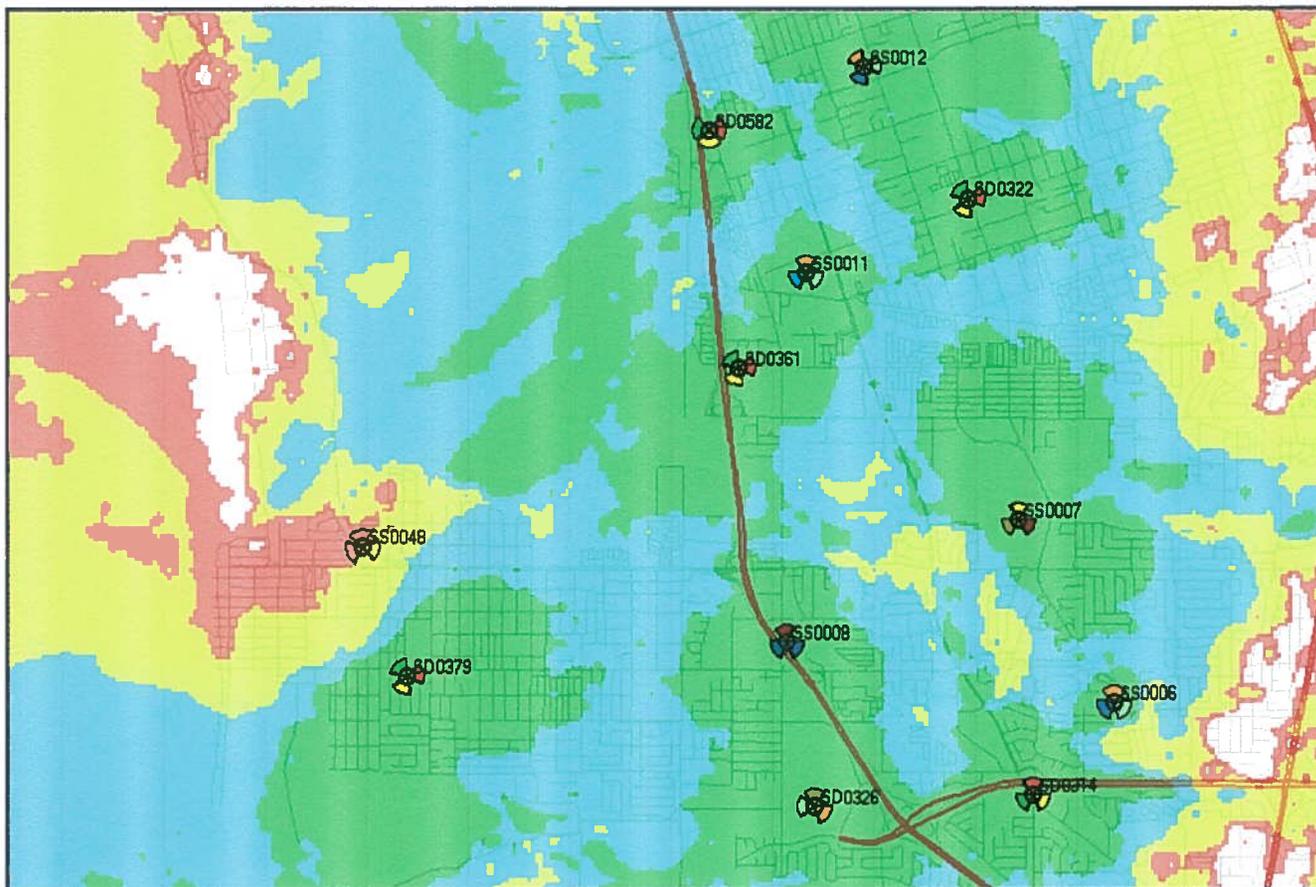


SS0048 POWER HOUSE LTE
600 PALM AVENUE



COVERAGE WITHOUT SS0048

Coverage by Signal Level 1
■ Best Signal Level (dBm) ≥ -74
■ Best Signal Level (dBm) ≥ -82
■ Best Signal Level (dBm) ≥ -92
■ Best Signal Level (dBm) ≥ -104



SS0048 POWER HOUSE LTE

600 PALM AVENUE



COVERAGE WITH EXISTING SS0048



- Coverage by Signal Level 1**
- Best Signal Level (dBm) ≥ -74
 - Best Signal Level (dBm) ≥ -82
 - Best Signal Level (dBm) ≥ -92
 - Best Signal Level (dBm) ≥ -104

SS0048 POWER HOUSE LTE

600 PALM AVENUE



COVERAGE WITH PROPOSED SS0048



- Coverage by Signal Level 1**
- Best Signal Level (dBm) ≥ -74
 - Best Signal Level (dBm) ≥ -82
 - Best Signal Level (dBm) ≥ -92
 - Best Signal Level (dBm) ≥ -104



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: NOVEMBER 16, 2011
ORIGINATING DEPT.: PUBLIC WORKS
SUBJECT: PROPOSED BSA EAGLE PROJECT PRESENTATION

BACKGROUND: The public right-of-way in the newly constructed median on Imperial Beach Boulevard near the intersection of Loudon Lane is proposed to be improved to match the landscape installed in other medians within Imperial Beach Boulevard. Boy Scouts of America (BSA) has an award program by which boys who complete certain advancement requirements, perform a significant community service project and meet identified character standards are awarded the rank of Eagle. It is the opinion of the City staff that the project identified above – installation of new landscape in the median on Imperial Beach Boulevard adjacent to the Loudon Lane intersection - qualifies as a “significant community service project.”

DISCUSSION: BSA Troop 53, Eagle Scout Candidate Parke Funderburk has indicated an interest in the installation of new landscape in the median on Imperial Beach Boulevard adjacent to Loudon Lane as an Eagle Service Project. Staff is willing to work with Mr. Funderburk in the design and construction of the project. Mr. Funderburk would design the improvements, plan, organize and supervise the construction of the project, should City Council approve his project.

ENVIRONMENTAL DETERMINATION:

This project was evaluated for CEQA requirements and is determined to be Categorical Exempt per section 15301 - Existing Facilities – Class 1.c.

FISCAL IMPACT:

The cost of the project would come from the Operating and Maintenance (O&M) budget from Grounds & Facilities Division, Park Maintenance Group. The total project costs are estimated at approximately \$2,500.

DEPARTMENT RECOMMENDATION:

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

CITY MANAGER’S RECOMMENDATION:

Approve Department recommendation.

Gary Brown, City Manager



AGENDA ITEM NO. 6.3

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: MAYOR AND COUNCILMEMBERS

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: NOVEMBER 16, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*
GERARD SELBY, REDEVELOPMENT COORDINATOR *GS*

**SUBJECT: SEACOAST DRIVE – ECONOMIC OPPORTUNITIES AND
PROPOSED WORK PLAN**

BACKGROUND:

At the City Council and Housing Authority Workshop on October 12, 2011, staff and the City Council discussed the potential for capturing and taking advantage of development and marketing opportunities along Seacoast Drive, particularly in response to the redevelopment and completion of the new Seacoast Inn. During the workshop, the City Council discussed various steps to pursue to achieve this objective including the following:

- Sending letters to and meeting with business and property owners
- Seeking additional Port funding and resources
- Improving and cleaning of sidewalks
- Improving/increasing law enforcement activity
- Providing incentives to encourage private investment
- Cleaning up of dog waste
- Create an overall improvement of the neighborhood surrounding the new hotel
- Increased code enforcement

The City Council also received and commented on a list of ideas presented in a letter from Bob Miller (see Attachment 1). This discussion generated additional discussion about objectives to pursue including:

- Reprioritizing the City's Capital Improvement Program projects
- Generating renderings of a future vision for Seacoast Drive
- Providing a focused marketing effort
- Conducting workshops and meetings with community members, business owners and property owners

When considering such an effort, it is also helpful to provide an overview of past efforts and improvement projects that have been implemented in the Seacoast Drive area. This helps to provide some context within which new project priorities can be developed. There has been significant investment in improvements to this area, both by the Port District and by the City of Imperial Beach Redevelopment Agency. Since the late 1990's, some of the notable projects that have been completed in this area include the following:

- Pier Plaza, Dempsey Holder Safety Center and Comfort Station (retails shops)
- Dunes Park
- Imperial Beach Blvd. Street End
- Elkwood Avenue Parking Lot
- Palm Avenue and Seacoast Drive Parking Lot
- Regional Beach Sand Project I
- Old Palm Avenue Streetscape Improvement Project
- Palm Avenue Street End Project
- Seacoast Drive Streetscape Improvements (Streets Phase III)
- Seacoast Inn Redevelopment Project
- Public Art Projects: Dunes Park, Daisy Street End, Imperial Beach Blvd. Street End, Palm Avenue Street End ("Spirit of IB"), Old Palm Avenue Outdoor Surfboard Museum
- Façade Improvement Projects: Ye Olde Plank, Shopkeeper, Beach Club Grille, Wave Café Building, MZM Bistro, Pier Plaza Shops Signage, Bibbey's Shell Shop, and IB Forum on Seacoast Drive and The VFW, Woody's Automotive, Mickie's Bar & Grill and Pacific Realty on Old Palm Avenue
- Seacoast Drive and Old Palm Avenue Banner Installation
- Approval of Farmers Market at Pier Plaza
- Regional Beach Sand Project II (scheduled for April 2012 construction)

In addition to these projects, there have been several long-range planning efforts that have had and are expected to have long-term beneficial impacts to this area. These include the following:

- Seacoast Inn Development Feasibility Analysis in 1999
- "Imperial Beach: The Big Picture" vision plan in 2000
- Expansion of the Redevelopment Project Area in 2001
- Adoption of the Specific Plan Provisions for Hotel Development in 2003
- Economic Development Plan in 2004
- Urban Waterfront & Eco Tourism Study in 2005
- Pier Restaurant Feasibility Analysis
- Commercial Zoning and General Plan Amendments (in progress)

As is clear from this list of projects, the Seacoast Drive and Old Palm Avenue commercial corridors have received substantial public investment in the form of both capital and planning projects that have significantly upgraded and enhanced the overall appearance and vitality of the City's beachfront area. As mentioned above, therefore, any effort to take advantage of the opportunities that will be created by the development of a new, high-quality beachfront hotel should also recognize and build upon the successful efforts that have already been implemented. This can help to better identify and prioritize the types of projects, goals and objectives that should be established in order to move forward with a strategic plan for Seacoast Drive that has the best opportunity for success.

From major projects such as the redevelopment of the Seacoast Inn to smaller-scale projects such as the installation of new banners, the City of Imperial Beach could not have moved forward with these accomplishments without a cohesive vision, committed partners and, most importantly, the necessary funding to support them. This vision is outlined in the following excerpt from "IMPERIAL BEACH – THE BIG PICTURE":

Seacoast Drive/Waterfront

The Vision: A quaint, casual pedestrian oriented Waterfront District along an enhanced streetscape with widened sidewalks providing residents, visitors, and tourists with recreation, shopping, and dining opportunities as well as hotel accommodations within well-designed low-scale structures that illicit a common, ocean-front theme.

To implement this vision, both the Seacoast Drive and Old Palm Avenue areas have received substantial public investment in order to create a more enjoyable pedestrian experience in the beachfront area. These successes should be considered a building block upon which the City can continue to build towards the realization of this vision. As discussed at the October 12th Workshop, the successful completion of the Seacoast Inn provides yet another opportunity to do just that.

DISCUSSION:

The formulation of any strategic plan for the Seacoast Drive area will necessarily require a cooperative effort among business groups such as the Chamber of Commerce (the Chamber) and Business Improvement District (BID), business owners, property owners, residents and City staff as well as other public agencies (i.e., the Port). For the purposes of discussion, therefore, staff suggests that three "areas of opportunity" be considered: partnering, physical improvements, and promotion. These areas of opportunity might encompass the following objectives:

- Partnering
 - Seacoast Drive Oversight/Steering Committee – establish a group of business owners, property owners, residents and City official(s) to develop goals and objectives for the area and a strategy for their implementation
 - Targeted Development Opportunities – work with property-owners of key/specific sites towards both short- and long-term development objectives and improvements
 - Chamber & BID Outreach – actively solicit their input/participation

- Community Forums – conduct roundtable discussions with community members, business owners, and property owners to solicit input and discuss opportunities for the improvement of the Seacoast Drive area and its beachfront economy
 - Seek Pro-Bono Urban Design/Architectural Services/Assistance
 - Seek Assistance from Design/Architectural Schools/Students (Cal Poly Pomona?)
 - Engage Seacoast Inn Marketing Consultant – meet regularly to discuss ideas and provide updates to the Steering/Oversight Committee
 - Business Liaison – consider retaining a Business Liaison to assist with this effort
 - Develop Requests for Proposals for and/or pursue Economic/Business Development opportunities – kiosk concessions, para-sailing, sea kayaks, bicycle rentals, zip-line, etc.
 - Seek inclusion of the east side of Seacoast Drive into the Port Maintenance contracts
- Physical Improvements
 - Additional Seacoast Drive Sidewalk Improvements
 - Proposed California Coastal Trail – Connecting Imperial Beach to Border Field State Park via/around Ream Field
 - New Children’s Playground at Pier Plaza – Larger and more elaborate structure
 - Parking Improvements – Signage, Temporary Parking Lots, Parking Meters
 - Monument Signs – 3rd Street & Old Palm Avenue, Seacoast Drive & Old Palm, Imperial Beach Blvd & Seacoast Drive
 - Develop Gateway Brand and Way-finding Signage
 - Old Palm & Seacoast Drive Kiosks/Bulletin Boards – 2nd & Old Palm/Pier Plaza
 - Improve Vacant Properties – Interim Surface Parking, Temporary Sculpture Gardens, concession opportunities
 - Install New Surfboard Benches – at various locations along Old Palm & Seacoast Drive
 - Improve Unimproved Street Ends
 - Install Bike Racks – at various locations on Old Palm, Seacoast Drive, South Seacoast, Pier Plaza
- Promotion
 - Develop Marketing Approach (with BID & Chamber)
 - Coordinate with Seacoast Inn Marketing Manager
 - Coordinate with Tijuana Estuary, Audubon Society,
 - Retain Business Liaison
 - Create Imperial Beach Activities Guide
 - Twitter Feeds - Bird of the Month
 - Develop Local birding, flora & fauna guide – Land & Sea

It should be noted that the implementation of this program will require significant time, effort and, ultimately, money. Any such effort, therefore, must and should include an implementation strategy including a funding program that analyzes and identifies funding sources (grant funding, Port District, etc.), potential revenue enhancements (parking meters, TOT increase, etc.) and estimated project and staffing costs. Given the limited resources currently available to the City, and the uncertainties surrounding redevelopment, the successful implementation of a strategy to continue to improve upon and promote the Seacoast Drive area, must be built upon a clearly-defined and realistic priority list of achievable implementation measures, projects,

goals and objectives. As stated during the October 12th Workshop, a key objective in its implementation, therefore, is where the City can realize the “biggest bang for its [limited] buck.”

To initiate this process, staff recommends that specific action steps be identified in both a six- and eighteen-month work plan. A six-month work plan could include the following initial steps:

- Meet with property owners of vacant properties along Seacoast Drive to seek partnerships for both short- and long-term improvement of these properties
- Meet with business owners to determine priorities and to specifically assess their desire for more code enforcement
- Identify immediate capital improvements and apply to the Port District for their inclusion into the Port’s Capital Improvement Program

An 18-month work plan could then include the following steps:

- Implement a media campaign for the area
- Work with Pacifica/Hotel and Tijuana Estuary on ecotourism marketing
- Seek/Obtain Port funds to “activate” the beachfront (especially since Sandcastle will not be happening)
- Issue requests for proposals for redevelopment of vacant properties (with property owner cooperation)
- Seek/Obtain Port funding for other street end improvements
- Install kiosks at selected locations
- Complete Commercial Zoning Review amendments

As mentioned above, because there are significant uncertainties surrounding City and Redevelopment Agency finances, any work plan that is implemented must also include an active funding component to identify and seek any and all financial assistance available. As part of this effort, therefore, the City will actively seek to have projects included in the Port’s Capital Improvement Program (CIP). Staff recently received notification from the Port that it is initiating its FY 2014-2018 CIP process and is soliciting input on proposed projects within each member city jurisdiction for consideration and inclusion into their next CIP. A separate staff report on this process is included on the November 16th Agenda. Although a more comprehensive list of projects will likely be provided to the Port, staff recommends that this project list include the following:

- Additional sidewalk improvements on Seacoast Drive
- An improved/upgraded/new children’s playground at Pier Plaza
- Parking improvements
- Other projects listed above under “Physical Improvements”

Additionally, the City could request that the Port participate, either financially or through staff or both, in the development of a comprehensive and detailed strategic plan for capturing economic opportunities along Seacoast Drive and the Port Tidelands of Imperial Beach. This request could also include covering the cost of consultants to support this effort.

FISCAL IMPACT:

This effort will also require a significant effort on the part of City staff and may likely require consultant support such as marketing and, possibly, design services. In order to support this

effort, it is estimated that costs for City staffing along with support consultant services might range between \$100,000 and \$150,000 per year extending over a two-year period. City Council input on such expenditure, therefore, will be necessary.

DEPARTMENT RECOMMENDATION:

That the City Council receives this report and provide comments and direction to staff.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments: None



AGENDA ITEM NO. 6.4

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: MAYOR AND COUNCILMEMBERS
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: NOVEMBER 16, 2011
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR
**SUBJECT: SOLICITATION OF PROJECTS FOR THE SAN DIEGO UNIFIED
PORT DISTRICT'S FISCAL YEAR 2014-2018 CAPITAL
IMPROVEMENT PROGRAM**

BACKGROUND:

In a letter dated November 8, 2011, staff was officially informed that the Port of San Diego (the Port) was initiating its Capital Improvement Program (CIP) planning process for fiscal years (FY) 2014-2018 (see Attachment 1). The letter also advised Member Cities of recent changes to the CIP development, specifically as related to adoption of Board of Port Commissioners (BPC) Policy 120 (see Letter Attachments in Attachment 1). Under BPC 120, the Port is provide an opportunity for Member Cities, Port tenants, and the public to propose potential projects for consideration during the Port's CIP review process. BPC also addresses and allows for the consideration of both On- and Off-Tidelands projects. The Port's next five-year CIP is scheduled to be discussed by the BPC in February 2012. Therefore, Port staff is soliciting input on proposed projects within our jurisdiction to be considered during the CIP review process.

DISCUSSION:

To facilitate this process, BPC 120 contains a list of specific information and application forms that will be used to evaluate projects for inclusion into the CIP. Per BPC 120, the proposed CIP projects will be evaluated and ranked based on the following criteria:

- A) Contribution to the Port's strategic goals (COMPASS)
- B) Adherence to Port objectives and the Port District Act
- C) Represents a balanced distribution of the Port District's proposed capital investment throughout the tidelands and Member Cities
- D) Capacity to produce non-monetary public benefits, and
- E) Maintains off-tidelands infrastructure and mitigates off-tidelands impacts necessary to support tidelands operations, particularly maritime terminal operations.

The Port's development schedule for the FY 2014-2018 CIP is as follows:

Description	Date
Completed information assessment forms due to the Port	December 19, 2011
District commences project assessments	December 20, 2011
CIP Workshop with Board of Port Commissioners (TENTATIVE)	February 23, 2012

Given the December 19th deadline to submit project assessment forms/requests, staff is seeking City Council input on proposed projects for which applications will be submitted to the Port. It is staff's recommendation that a list of projects be identified and prioritized to ensure that assessment forms/applications for projects of the highest priority are adequately prepared and submitted to the Port.

Staff will be providing a list of proposed Port CIP projects prior to the November 16, 2011, City Council meeting for consideration by the City Council.

FISCAL IMPACT:

None with this action.

DEPARTMENT RECOMMENDATION:

That the City Council receives this report along with additional information to be provided prior to the meeting and provide input and direction to staff on proposed projects to be submitted to the Port for consideration and/or inclusion in the Port's FY 2014-2018 CIP.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Port Letter Dated November 8, 2011 and Attachments



November 8, 2011

City of Imperial Beach
Director of Public Works
Hank Levien
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Subject: Capital Improvement Program Process - District Board Policy 120

Dear Hank,

The purpose of this letter is to inform you that the Port of San Diego (District) is initiating our Capital Improvement Program (CIP) planning process for fiscal years FY 2014–2018 and to notify you of recent changes with respect to our CIP development.

This year, the Board of Port Commissioners (BPC) approved BPC Policy 120 for the CIP. The policy (copy attached) was established for the purpose of improving our CIP process and results.

Under BPC Policy 120, the District will provide an opportunity for representatives of Member Cities, Port Tenants and the public to propose potential projects for consideration during our annual CIP review. Additionally, BPC Policy 120 addresses both On and Off-Tidelands projects. As this is the first year we are implementing this new policy, the specific steps and process may be modified as we work through our implementation procedures.

Our current development schedule for the upcoming months is as follows:

Description	Date
Completed information assessment forms due to District	December 19, 2011
District commences project assessments	December 20, 2011
CIP Workshop with Board of Port Commissioners (TENTATIVE)	February 23, 2012

Typical of agencies like ours, we plan our projects through our CIP process, which is developed in conjunction with our Strategic Plan and fiscal year budget cycle. The District is currently in the fourth year of a five-year CIP (FY 2009 to FY 2013). This program is reviewed and updated annually. The next five-year plan (FY 2014-2018) will be discussed by the BPC in February 2012 with formal adoption to follow.

Due to current economic conditions, funds for new CIP projects are very limited. However, we do not expect these conditions to persist indefinitely and we are looking forward to better economic times. To maximize our ability to consider all potential project options, we are soliciting your input on projects within your jurisdiction that should be considered during the upcoming CIP review process.

To facilitate an orderly process, BPC Policy 120 contains a list of specific information that will be evaluated during the project assessment process. These forms are attached. The information provided will assist the District in assessing all potential project opportunities within the Tidelands and surrounding impacted areas. Note that per BPC Policy 120, proposed CIP projects will be evaluated and ranked based on the following criteria:

- A) Contribution to the Port's strategic goals (COMPASS)
- B) Adherence to Port objectives and the Port District Act
- C) Represents a balanced distribution of the Port District's proposed capital investment throughout the tidelands and Member Cities
- D) Capacity to produce revenue and to enhance local and regional economic growth
- E) Capacity to provide non-monetary public benefits, and
- F) Maintains off-tidelands infrastructure and mitigates off-tidelands impacts necessary to support tidelands operations, particularly maritime terminal operations.

We will be contacting you soon to see if you have any questions concerning the new CIP process. In the interim, please feel free to call me or any of the staff listed below:

- Brian Stup, Acting Chief Engineer/Director, Engineering-Construction, (619) 686-6484, bstup@portofsandiego.org
- Charlene Dennis, Capital Project Manager II, Engineering-Construction (619) 686-6414, cdennis@portofsandiego.org
- Shahriar Afshar, Director, Government & Community Relations, (619) 686-6288, safshar@portofsandiego.org
- Michelle White, Environmental Policy Manager, Government & Community Relations, (619) 686-7297, mwhite@portsandiego.org
- Jerine Rosato, Senior Manager, External Relations, (619) 725-6084, jrosato@portofsandiego.org

We appreciate your consideration and look forward to talking with you soon.

Sincerely,



Brian Stup, P.E.

Port of San Diego
3165 Pacific Highway
San Diego, CA 92101

CD/ss

Attachments:

1. Board Policy 120 – Summary
2. Board Policy 120
3. On-Tidelands Project Information Assessment Form
4. Off-Tidelands Project Information Assessment Form

cc: Shahnar Afshar
Michelle White
Jerine Rosato
Irene McCormack
Jeffrey McEntee
File Copy

DM#490813

Board Policy 120

- The Marine Terminal Impact Fund was established July 2010 with an initial capital contribution of \$500,000. Additional funding will include 0.5% of gross maritime terminal revenues earned from the operations of the TAMT and NCMT.
- For off-tidelands projects the proponent will be asked how the Member City anticipates funding its proportional share of the costs

How to submit a project for consideration:

- Please fill out an Information Assessment form (see attachments). There are separate forms for On-Tidelands and Off-Tidelands projects. If there are questions related to completing the forms you may contact: Charlene Dennis, Engineering-Construction Department, (619) 686-6414, cdennis@portofsandiego.org.

Timelines for Project Development:

- Projects implemented at the Port are developed using a process that incorporates consideration of environmental as well as Federal, local and State regulatory requirements.
- New "On-Tidelands" projects proposed for consideration are anticipated to be developed through a process similar to that typically used for current Port on tidelands projects. The development timeline will vary depending upon the project's complexity. An average sequence is as follows:

Concept Development/Planning	2 to 3 months
Design and CEQA/permits	6 to 14 months
Bid/Award	3 months
Construction	4 to 18 months

- For new projects, construction may typically begin from one to two years or more from the start of the project concept development.

BP 120 Funding

- The current CIP 5 year plan is funded. At the current time, there are limited additional funds identified for additional projects or the future 5 year plan (FY 2014 to 2018). Submission of projects is for Board consideration and planning.

Summary:

- Board Policy 120 defines a specific procedure for development of the District's CIP.
- For projects submitted for Board consideration, proponents are encouraged to submit the specific information identified in the Information Assessment forms in as great a detail as feasible.
- Port staff is available to provide guidance and answer questions regarding submitting the forms and the CIP process.

BPC POLICY NO. 120

Introduction and Background

- BPC Policy 120 was adopted by the Board of Port Commissioners (BPC) in order to facilitate projects that are strategically cohesive, to ensure clear and consistent treatment of all proposed capital projects on the tidelands, to streamline the process and to increase efficiency, reduce costs and improve outcomes.
- Projects will be ranked based upon criteria including the following as stated in BPC 120:
 - a) Contribution to the Port's strategic goals (COMPASS)
 - b) Adherence to Port objectives and the Port District Act
 - c) Extent to which project represents a balanced distribution of the District's proposed capital investment throughout the tidelands and Member Cities
 - d) Project's capacity to produce revenue and to enhance local and regional economic growth
 - e) Project's capacity to provide non-monetary public benefits
 - f) Extent to which project maintains off-tidelands infrastructure and mitigates off-tidelands impacts necessary to support tidelands operations, particularly maritime terminal operations

Capital Development Program (CIP) Update

- The Capital Development Program (CIP) will be developed every five (5) years
 - Current: FY 2009 to 2013
 - Next: FY 2014 to 2018
- Annually, the CIP program will be revisited, reevaluated and revised
- Schedule: Major dates in the process are as follows:

Issue Information Assessment forms	mid-October 2011
Deadline to receive completed forms at Port	mid-December 2011
Board & Port staff commences review	mid-December 2011
CIP Workshop	February 23, 2012

BPC Policy 120 Process

Who can propose projects under BPC Policy 120?

- On -Tidelands projects: Port staff, Port Commissioners, representatives of Member Cities, Port Tenants and other public stakeholders
- Off -Tidelands project: Port staff, Port Commissioners, representatives of Member Cities

Off-Tidelands Projects:

- BPC Policy 120 includes a provision for inclusion of off-tidelands projects in the CIP and the establishment of a Maritime Terminal Impact Fund (MTIF). Off-tidelands impacts will be recognized only when a direct relationship between the District's on-tidelands operations clearly result in adverse impacts that can be reasonably established as specified under the Port District Act.



(e)

BPC Policy No. 120

SUBJECT: CAPITAL IMPROVEMENT PROGRAM (CIP)

PURPOSE: To establish a policy for the orderly development or improvement of the capital assets of the Port District through a Capital Improvement Program ("CIP Policy").

PREAMBLE: The Unified Port District of San Diego has a responsibility to provide for the orderly development and improvement of the lands and capital assets under its jurisdiction to execute its State Tidelands Trust obligations. The Port District acknowledges that each area of tidelands in its trust offers different Public Trust assets and value, and that each possesses varying degrees of opportunity for development, real estate, maritime, recreation and conservation as well as constraints.

The Port District, therefore, establishes this CIP Policy for the purpose of improving its CIP process and results. This CIP Policy is intended to facilitate capital development projects and budgets which are strategically cohesive, ensure clear and consistent treatment of all proposed capital projects on the tidelands, streamline the process, increase efficiency, reduce costs and improve outcomes.

It is the policy of the Port District to evaluate and rank capital development projects as follows:

- To reflect sound land use and capital improvement planning principles, as well as the strategic development, business and operational goals set by the Board of Port Commissioners ("BPC").
- To implement the appropriate and necessary sequencing of capital improvement projects based upon operational and business demands.
- To ensure projects given priority have a direct relationship to the establishment or improvement of capital assets needed to facilitate upcoming priority developments and pressing operational needs.
- To distribute the Port's capital investments in a balanced manner throughout the tidelands located in all of the Member Cities.
- To advance projects that are consistent with the Port District Act and the Port's numerous duties and state mandates:
 - A) To serve as an economic engine for the region;

- B) To be an environmental steward of the bay and tidelands;
 - C) To provide public access to the waterfront;
 - D) To provide recreational and community services as specified under the Port District Act;
 - E) To ensure public safety and Homeland Security; and
- To provide a process for identifying, evaluating and mitigating the detrimental impacts of tidelands operations on adjacent off-tidelands communities, including maritime terminal impacts that qualify for Maritime Terminal Impact Funds ("MTIF").

The CIP process will proceed as follows:

1. The CIP will be developed using a long-term land use planning strategy every five (5) years. Annually, each fall, the CIP program will be revisited, reevaluated and revised to ensure that the project selection and priority is consistent with the Port District's strategic goals (COMPASS) and the current business and operational needs in light of changing circumstances.
2. The CIP project selection process should be open, inclusive, efficient and effective by producing a program within a reasonable period of time. The resulting CIP program should reflect the Port District's specific strategic goals (COMPASS) and business or operational needs.
 - A) Port Staff, Port Commissioners, representatives of Member Cities, Port Tenants, and other public stakeholders may propose CIP projects for Port tidelands;
 - B) Port Staff, Port Commissioners, and representatives of Member Cities may propose off-tidelands projects to address Port operational and marine terminal impacts using the process described below.

3. **On-Tidelands Projects:**

For consideration during the annual and five-year CIP review process, a project proponent will develop for each proposed on-tidelands project the following objective assessment:

- A) A project description including a statement of need for the project;
- B) Identification of the specific strategic goals (COMPASS) the project addresses;
- C) A financial analysis of the costs of the project, the availability of grant funding or matching funds, as well as any expected return on investment

("ROI") – including operational costs, maintenance costs, and life-cycle costs – of the project;

- D) An analysis of any anticipated non-monetary public benefits of the project;
- E) An explanation of the project's compatibility with existing, related development projects both on and off-tidelands (including non-Port District development projects);
- F) A rational assessment of the need for the timing of the improvements, and an explanation of the appropriateness of the timing of the investment;
- G) An explanation of how the project implements or facilitates the implementation of the Port Master Plan or other approved plans; and
- H) An analysis of the project's potential to create future economic benefit or impact if no immediate economic benefit is identified.

4. Off-Tidelands Projects:

The Port District recognizes that certain communities may be subject to disproportionate adverse impacts and constraints as a result of the presence of Maritime Terminals, and potentially other Port operations on the tidelands, while at the same time enabling a significant benefit to the District, or region, as a whole.

The Port District, therefore, includes as part of this CIP Policy a provision for the inclusion of off-tidelands projects in the CIP and the establishment of a Maritime Terminal Impact Fund (the "MTIF") as set forth below.

For purposes of this policy, "Off-Tidelands Impacts" are defined as impacts to communities adjacent to, directly associated with, or which are a result of the Port District's maritime terminals and other operations, which are of a unique, adverse or exclusionary nature.

Off-Tideland Impacts are recognized only when a direct relationship between the Port District's on-tidelands operations clearly result in adverse impacts that can be reasonably established as specified under the Port District Act. Examples of such impacts can include, but are not limited to, diminished air quality, heavy movement of vehicles or equipment through adjacent commercial or residential areas, or disproportionate degradation or use of public infrastructure such as roads, streets, sidewalks, all of which may occur within and disproportionately impact the communities in proximity to the Port's tidelands operations.

The Port District is currently, and intends to remain, in compliance with all applicable regulatory requirements with respect to maritime terminal operations and adjacent impacts. The Port considers this element of the CIP policy to be

above and beyond compliance, to reflect best practices and sound land use planning principles, and to be in the public interest.

Proponents of proposed CIP projects related to Off-Tidelands Impacts must present the following for inclusion in the CIP process:

- A) A project description including a statement of need for the project;
 - B) A statement of how the project relates to on-tidelands operations;
 - C) Identification of the Off-Tidelands Impacts and a description, supported by independent verification, of the *pro rata* shares of the Off-Tidelands Impacts caused by on-tidelands operations on the off-tidelands infrastructure;
 - D) A financial analysis of the costs of the project, the availability of grant funding or matching funds, how the Member City anticipates funding its proportional share of the costs, as well as any expected ROI – including operational costs, maintenance costs, and life-cycle costs – of the project;
 - E) An analysis of any anticipated non-monetary public benefits of the project;
 - F) A statement of whether the infrastructure impacts are the result of on-tidelands maritime terminal operations that would qualify for MTIF funding;
 - G) An explanation of how the project implements or facilitates the implementation of the Port Master Plan or other approved plans; and
 - H) An analysis of the project's potential to create future economic benefit or impact if no immediate economic benefit is identified.
5. Where a proponent proposes a CIP project, the Port District must receive the proponent's completed information regarding the project at least 60 days before the BPC begins its annual review of the CIP. Once this information is received, an objective Port Staff assessment of the project including the factors set forth in sections 3 and 4 will be prepared. That Port Staff assessment shall attach the proponent's information to the Staff assessment and forward it directly to the BPC as part of the public CIP process.
6. The proposed list of CIP projects, along with the proponent's information and Port Staff's assessment, shall be made publicly available at least 10 days before a CIP workshop or BPC meeting in which the CIP program will be considered.
7. Proposed CIP projects will be evaluated and ranked based on the following criteria (in no particular order):
- A) Contribution to the Port's strategic goals (COMPASS);

- B) Adherence to Port objectives and the Port District Act;
- C) Represents a balanced distribution of the Port District's proposed capital investment throughout the tidelands and Member Cities;
- D) Capacity to produce revenue and to enhance local and regional economic growth;
- E) Capacity to provide non-monetary public benefits; and
- F) Maintains off-tidelands infrastructure and mitigates Off-Tidelands Impacts necessary to support tidelands operations, particularly maritime terminal operations.

8. Funding for CIP projects will be established by the Executive Director consistent with the BPC-adopted budget, and the calculations for MTIF funding. Only off-tidelands, maritime-terminal-related impact projects will qualify for MTIF funding. Funds for new CIP projects will be placed in a CIP reserve at the end of each fiscal year based on available unrestricted/undesignated reserves. Once in the CIP reserve, the funds can be allocated to projects in the five-year plan in accord with the procedures set forth above.

Once a particular MTIF project is identified for funding, those funds will be placed in reserve at the end of each fiscal year without regard to actual revenues and expenses. CIP projects may be phased such that the completion of a phase of the project results in a complete and usable product even if the project in its entirety is not complete.

9. Maritime Terminal Impact Fund:

On July 6, 2010, the Port District established the MTIF with an initial capital contribution of \$500,000. Additional funding for the MTIF will include one-half of one percent (.5%) of gross maritime terminal revenues earned from the operation of the Tenth Avenue Marine Terminal and the National City Marine Terminal each year. These funds shall be in addition to other CIP funds allocated to capital development or improvement to be put towards maritime-terminal-impact projects.

10. Reporting to the Board:

The CIP budget once approved by the BPC shall constitute direction from the BPC regarding Port District administration of the program. The Executive Director will update the BPC periodically on the execution of the approved CIP program, and may propose on an individual basis, consistent with the objectives and analysis identified above, additional projects for BPC consideration and approval. If new or additional information is discovered during the implementation of an approved CIP project that makes the implementation of the project infeasible or impractical, then this information will be reported promptly to

the Board.

11. Notwithstanding any other provision of this policy, the annual funding for the CIP may be changed or otherwise suspended from time to time if the BPC makes a finding that, because of a fiscal emergency there is an established need for all or part of these funds to be expended for the repair, operation, maintenance or development of Port District infrastructure critical and paramount to the operation of the Port District.

For purposes of this provision, "fiscal emergency" means an extraordinary occurrence or combination of circumstances that was unforeseen and unexpected and which requires immediate and sudden action of a drastic but temporary nature.

RESOLUTION NUMBER AND DATE: 2011-45, dated April 12, 2011 (Supersedes BPC Policy 120, Resolution 202008-116, dated July 1, 2008; and Resolution 82-13, dated January 5, 1982)

(1)

Re Amendment of BPC Policy 120,]
Capital Improvement Program (CIP)]
_____]

**REFERENCE
COPY**

57740

RESOLUTION 2011-45

BE IT RESOLVED by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That Board of Port Commissioners Policy No. 120, Capital Improvement Program (CIP), as amended, (formerly entitled Capital Development Program [CDP]) a copy of which is on file in the office of the District Clerk, is hereby adopted.

ADOPTED this 12th day of April, 2011.

sw
4/12/11

(10)

AGENDA ITEM 8

SAN DIEGO UNIFIED PORT DISTRICT

REFERENCE

COPY

57740

DATE: April 12, 2011

SUBJECT: RESOLUTION ADOPTING A REVISED BPC POLICY NO. 120-CAPITAL IMPROVEMENT PROGRAM

EXECUTIVE SUMMARY:

Board of Port Commissioner's Policy No. 120 (BPC 120), Capital Improvement Program (CIP), was created to establish a policy for the orderly development and improvement of the capital assets of the Port District. On July 6, 2010, a Board of Port Commissioners Ad-Hoc Committee was created to review and revise the prioritization process for Capital Improvement Projects. Commissioners Smith, Burdick, and Padilla were appointed to the Ad-Hoc Committee. Commissioner Smith was named Chair.

The Ad-Hoc Committee, in consultation with various interested stakeholders, including but not limited to, Port member cities, Port tenants, and Port staff, drafted a proposed policy that details how capital improvement projects should be prioritized for funding. The proposed policy addresses all potential capital improvement projects, including any projects related to the Marine Terminal Impact Fund (MTIF).

On February 8, 2011, the Ad-Hoc Committee Chair and staff presented the proposed CIP Policy to the full Board for review, comment, and direction. The Board discussed the proposed CIP policy and suggested some minor edits. Staff was directed to incorporate the edits into the proposed policy, and bring the revised policy to the Board as soon as practical for further consideration.

RECOMMENDATION:

Adopt a Resolution revising BPC Policy 120.

FISCAL IMPACT:

This Board action will result in no fiscal impact to the Port District. If this policy is approved, its guiding principles will be used to prioritize CIP projects. During the prioritization process, any fiscal impact will be identified.

COMPASS STRATEGIC GOALS:

Projects contained within the CIP generally support some or all goals of the Strategic Plan. The framers of the proposed policy set forth guidelines that are intended to be compatible with the District's mission, vision, and goals.

This agenda item supports the following Strategic Goal(s).

ACTION TAKEN: 4-12-2011 - Resolution 2011-45

- Promote the Port's maritime industries to stimulate regional economic vitality.
- Enhance and sustain a dynamic and diverse waterfront.
- Protect and improve the environmental conditions of San Diego Bay and the Tidelands.
- Ensure a safe and secure environment for people, property and cargo.
- Develop and maintain a high level of public understanding that builds confidence and trust in the Port.
- Develop a high-performing organization through alignment of people, process and systems.
- Strengthen the Port's financial performance.
- Not applicable.

DISCUSSION:

BPC 120, originally adopted in 1984, was last updated on July 1, 2008. It has guided the Board and staff on the identification and prioritization of projects for funding. Since July 2008, it has become apparent that the policy needs more structure. This is due in part to the economic downturn affecting the District and its member cities. It also has to do with various development ideas put forth by member cities that were not realized. In July 2010, to address these concerns, the Board Chair formed an Ad-Hoc Committee consisting of three Board members. The Committee was formed to review the current policy and recommend changes as appropriate. After careful review and several meetings, including meetings with interested stakeholders, it was determined by the Ad-Hoc Committee that a complete re-write of the policy was necessary. The Chairman of the Ad-Hoc Committee and staff presented the resulting proposed policy to the Board on February 8, 2011.

The agenda item on February 8, 2011 was listed as Presentation and Direction to Staff. As such, the Board received the Ad-Hoc Committee presentation of the proposed policy, followed by discussion. During discussion, some edits to the proposed policy were suggested. Staff was directed to incorporate the edits into the proposed policy, and add an action item as soon as practical allowing the Board to review the final document and vote whether to accept the proposed policy.

Attachment A is the Ad-Hoc Committee's proposed policy, including all suggested edits from the February 8 Board meeting. It is recommended that the Board approve the resolution adopting the revised BPC 120.

Port Attorney's Comments:

The Port Attorney's Office will continue to assist and advise staff regarding any legal issues with this policy.

Environmental Review:

This proposed Board action is not subject to CEQA, as amended.

Equal Opportunity Program:

Not applicable.

PREPARED BY: Stephen Kirkpatrick
Chief Engineer



DRAFT

**Attachment A
BPC Policy No. 120**

SUBJECT: CAPITAL IMPROVEMENT PROGRAM (CIP)

PURPOSE: To establish a policy for the orderly development or improvement of the capital assets of the Port District through a Capital Improvement Program ("CIP Policy").

PREAMBLE: The Unified Port District of San Diego has a responsibility to provide for the orderly development and improvement of the lands and capital assets under its jurisdiction to execute its State Tidelands Trust obligations. The Port District acknowledges that each area of tidelands in its trust offers different Public Trust assets and value, and that each possesses varying degrees of opportunity for development, real estate, maritime, recreation and conservation as well as constraints.

The Port District, therefore, establishes this CIP Policy for the purpose of improving its CIP process and results. This CIP Policy is intended to facilitate capital development projects and budgets which are strategically cohesive, ensure clear and consistent treatment of all proposed capital projects on the tidelands, streamline the process, increase efficiency, reduce costs and improve outcomes.

It is the policy of the Port District to evaluate and rank capital development projects as follows:

- To reflect sound land use and capital improvement planning principles, as well as the strategic development, business and operational goals set by the Board of Port Commissioners ("BPC").
- To implement the appropriate and necessary sequencing of capital improvement projects based upon operational and business demands.
- To ensure projects given priority have a direct relationship to the establishment or improvement of capital assets needed to facilitate upcoming priority developments and pressing operational needs.
- To distribute the Port's capital investments in a balanced manner throughout the tidelands located in all of the Member Cities.
- To advance projects that are consistent with the Port District Act and the Port's numerous duties and state mandates:

A) To serve as an economic engine for the region;

- B) To be an environmental steward of the bay and tidelands;
 - C) To provide public access to the waterfront;
 - D) To provide recreational and community services as specified under the Port District Act;
 - E) To ensure public safety and Homeland Security; and
- To provide a process for identifying, evaluating and mitigating the detrimental impacts of tidelands operations on adjacent off-tidelands communities, including maritime terminal impacts that qualify for Maritime Terminal Impact Funds ("MTIF").

The CIP process will proceed as follows:

1. The CIP will be developed using a long-term land use planning strategy every five (5) years. Annually, each fall, the CIP program will be revisited, reevaluated and revised to ensure that the project selection and priority is consistent with the Port District's strategic goals (COMPASS) and the current business and operational needs in light of changing circumstances.
2. The CIP project selection process should be open, inclusive, efficient and effective by producing a program within a reasonable period of time. The resulting CIP program should reflect the Port District's specific strategic goals (COMPASS) and business or operational needs.

A) Port Staff, Port Commissioners, representatives of Member Cities, Port Tenants, and other public stakeholders may propose CIP projects for Port tidelands;

B) Port Staff, Port Commissioners, and representatives of Member Cities may propose off-tidelands projects to address Port operational and marine terminal impacts using the process described below.

3. On-Tidelands Projects:

For consideration during the annual and five-year CIP review process, a project proponent will develop for each proposed on-tidelands project the following objective assessment:

- A) A project description including a statement of need for the project;
- B) Identification of the specific strategic goals (COMPASS) the project addresses;
- C) A financial analysis of the costs of the project, the availability of grant funding or matching funds, as well as any expected return on investment

("ROI") – including operational costs, maintenance costs, and life-cycle costs – of the project;

- D) An analysis of any anticipated non-monetary public benefits of the project;
- E) An explanation of the project's compatibility with existing, related development projects both on and off-tidelands (including non-Port District development projects);
- F) A rational assessment of the need for the timing of the improvements, and an explanation of the appropriateness of the timing of the investment;
- G) An explanation of how the project implements or facilitates the implementation of the Port Master Plan or other approved plans; and
- H) An analysis of the project's potential to create future economic benefit or impact if no immediate economic benefit is identified.

4. Off-Tidelands Projects:

The Port District recognizes that certain communities may be subject to disproportionate adverse impacts and constraints as a result of the presence of Maritime Terminals, and potentially other Port operations on the tidelands, while at the same time enabling a significant benefit to the District, or region, as a whole.

The Port District, therefore, includes as part of this CIP Policy a provision for the inclusion of off-tidelands projects in the CIP and the establishment of a Maritime Terminal Impact Fund (the "MTIF") as set forth below.

For purposes of this policy, "Off-Tidelands Impacts" are defined as impacts to communities adjacent to, directly associated with, or which are a result of the Port District's maritime terminals and other operations, which are of a unique, adverse or exclusionary nature.

Off-Tidelands Impacts are recognized only when a direct relationship between the Port District's on-tidelands operations clearly result in adverse impacts that can be reasonably established as specified under the Port District Act. Examples of such impacts can include, but are not limited to, diminished air quality, heavy movement of vehicles or equipment through adjacent commercial or residential areas, or disproportionate degradation or use of public infrastructure such as roads, streets, sidewalks, all of which may occur within and disproportionately impact the communities in proximity to the Port's tidelands operations.

The Port District is currently, and intends to remain, in compliance with all applicable regulatory requirements with respect to maritime terminal operations and adjacent impacts. The Port considers this element of the CIP policy to be

above and beyond compliance, to reflect best practices and sound land use planning principles, and to be in the public interest.

Proponents of proposed CIP projects related to Off-Tidelands Impacts must present the following for inclusion in the CIP process:

- A) A project description including a statement of need for the project;
 - B) A statement of how the project relates to on-tidelands operations;
 - C) Identification of the Off-Tidelands Impacts and a description, supported by independent verification, of the *pro rata* shares of the Off-Tidelands Impacts caused by on-tidelands operations on the off-tidelands infrastructure;
 - D) A financial analysis of the costs of the project, the availability of grant funding or matching funds, how the Member City anticipates funding its proportional share of the costs, as well as any expected ROI – including operational costs, maintenance costs, and life-cycle costs – of the project;
 - E) An analysis of any anticipated non-monetary public benefits of the project;
 - F) A statement of whether the infrastructure impacts are the result of on-tidelands maritime terminal operations that would qualify for MTIF funding;
 - G) An explanation of how the project implements or facilitates the implementation of the Port Master Plan or other approved plans; and
 - H) An analysis of the project's potential to create future economic benefit or impact if no immediate economic benefit is identified.
5. Where a proponent proposes a CIP project, the Port District must receive the proponent's completed information regarding the project at least 60 days before the BPC begins its annual review of the CIP. Once this information is received, an objective Port Staff assessment of the project including the factors set forth in sections 3 and 4 will be prepared. That Port Staff assessment shall attach the proponent's information to the Staff assessment and forward it directly to the BPC as part of the public CIP process.
6. The proposed list of CIP projects, along with the proponent's information and Port Staff's assessment, shall be made publicly available at least 10 days before a CIP workshop or BPC meeting in which the CIP program will be considered.
7. Proposed CIP projects will be evaluated and ranked based on the following criteria (in no particular order):
- A) Contribution to the Port's strategic goals (COMPASS);

- B) Adherence to Port objectives and the Port District Act;
 - C) Represents a balanced distribution of the Port District's proposed capital investment throughout the tidelands and Member Cities;
 - D) Capacity to produce revenue and to enhance local and regional economic growth;
 - E) Capacity to provide non-monetary public benefits; and
 - F) Maintains off-tidelands infrastructure and mitigates Off-Tidelands Impacts necessary to support tidelands operations, particularly maritime terminal operations.
8. Funding for CIP projects will be established by the Executive Director consistent with the BPC-adopted budget, and the calculations for MTIF funding. Only off-tidelands, maritime-terminal-related Impact projects will qualify for MTIF funding. Funds for new CIP projects will be placed in a CIP reserve at the end of each fiscal year based on available unrestricted/undesignated reserves. Once in the CIP reserve, the funds can be allocated to projects in the five-year plan in accord with the procedures set forth above.

Once a particular MTIF project is identified for funding, those funds will be placed in reserve at the end of each fiscal year without regard to actual revenues and expenses. CIP projects may be phased such that the completion of a phase of the project results in a complete and usable product even if the project in its entirety is not complete.

9. Maritime Terminal Impact Fund:

On July 6, 2010, the Port District established the MTIF with an initial capital contribution of \$500,000. Additional funding for the MTIF will include one-half of one percent (.5%) of gross maritime terminal revenues earned from the operation of the Tenth Avenue Marine Terminal and the National City Marine Terminal each year. These funds shall be in addition to other CIP funds allocated to capital development or improvement to be put towards maritime-terminal-impact projects.

10. Reporting to the Board:

The CIP budget once approved by the BPC shall constitute direction from the BPC regarding Port District administration of the program. The Executive Director will update the BPC periodically on the execution of the approved CIP program, and may propose on an individual basis, consistent with the objectives and analysis identified above, additional projects for BPC consideration and approval. If new or additional information is discovered during the implementation of an approved CIP project that makes the implementation of the project infeasible or impractical, then this information will be reported promptly to the Board.

11. Notwithstanding any other provision of this policy, the annual funding for the CIP may be changed or otherwise suspended from time to time if the BPC makes a finding that, because of a fiscal emergency there is an established need for all or part of these funds to be expended for the repair, operation, maintenance or development of Port District infrastructure critical and paramount to the operation of the Port District.

For purposes of this provision, "fiscal emergency" means an extraordinary occurrence or combination of circumstances that was unforeseen and unexpected and which requires immediate and sudden action of a drastic but temporary nature.



**San Diego Unified Port District
Capital Improvement Program (CIP)
On-Tidelands Project Information Assessment**

PURPOSE: To establish an Information Assessment process for the orderly development or improvement of the capital assets of the Port District through the Capital Improvement Program (CIP). Information Assessment is based on the Board of Port Commissioners (BPC) approved Policy No. 120 as filed in the Office of the District Clerk.

PREAMBLE: The San Diego Unified Port District has a responsibility to provide for the orderly development and improvement of the lands and capital assets under its jurisdiction to execute its State Tidelands Trust obligations. The Port District acknowledges that each area of tidelands in its trust offers different Public Trust assets and value, and that each possesses varying degrees of opportunity for development, real estate, maritime, recreation and conservation as well as constraints.

BPC Policy No. 120 was established for the purpose of improving the CIP process and results. This CIP Policy is intended to facilitate capital development projects and budgets which are strategically cohesive, ensure clear and consistent treatment of all proposed capital projects on the tidelands, streamline the process, increase efficiency, reduce costs and improve outcomes.

PROCESS:

The On-Tidelands Project Information Assessment process begins with downloading an Assessment Form via our website <http://www.portofsandiego.org/CIP/On-Tidelands.html>. After you submit a completed Information Assessment Form and all applicable information, you will be contacted by a District staff member. You will also receive a follow up letter or e-mail acknowledging receipt of your Information Assessment.

If additional information is needed, you will be contacted by District staff.

A copy of the current Capital Development Program dated April 2008 (Fiscal Years 2009-2013) and BPC Policy 120 are available in the Office of the District Clerk.

Please complete each item on the following pages, attaching additional sheets as necessary, and return to:

**San Diego Unified Port District
Attention: Capital Improvement Program (CIP)
3165 Pacific Highway
San Diego, CA 92112-0488
(619) 686-6200**

Alternately, forms may be electronically submitted in one of two ways:

- 1) Email to: portcip@portofsandiego.org
- 2) On-line at Port's website: <http://www.portofsandiego.org>



**San Diego Unified Port District
Capital Improvement Program (CIP)
On-Tidelands Project Information Assessment**

Key dates in the Port's Capital Improvement Program process are as follows:

Submittal Deadline for Information Assessments	December 19, 2011
Port finalize review of all Information Assessments	February 13, 2012
Public Information Package of current CIP status and proposed list of CIP projects made available to public (at least 10 days before CIP workshop)	February 13, 2012
BPC Capital Improvement Program Workshop (Note: Date is preliminary, actual date to be confirmed)	February 23, 2012

Please note that submittal of the Information Assessment does not constitute approval. The Board of Port Commissioners has the discretion to reconsider financial priorities for the Capital Improvement Program.

Per BPC Policy No. 120, the CIP will be revisited, reevaluated and revised annually by the BPC.

Proposed CIP projects will be evaluated and ranked based on the following criteria:

- A) Contribution to the Port's strategic goals (COMPASS)
- B) Adherence to Port objectives and the Port District Act
- C) Represents a balanced distribution of the Port District's proposed capital investment throughout the tidelands and Member Cities
- D) Capacity to produce revenue and to enhance local and regional economic growth
- E) Capacity to provide non-monetary public benefits, and
- F) Maintains off-tidelands infrastructure and mitigates off-tidelands impacts necessary to support tidelands operations, particularly maritime terminal operations.



**San Diego Unified Port District
Capital Improvement Program (CIP)
On-Tidelands Project Information Assessment**

Project Proponent Information		
Project Proponent Name		Mailing Address (street #, city, state, zip code)
Date		
Organization (if applicable)		
Day phone (w/area code)	Cell phone (w/area code)	Email Address
Project location: (check <input checked="" type="checkbox"/> one) <input type="checkbox"/> Chula Vista <input type="checkbox"/> Coronado <input type="checkbox"/> Imperial Beach <input type="checkbox"/> National City <input type="checkbox"/> San Diego	Project Proponent: Port Commissioner _____ Representative of Member City _____ Port staff _____ Port Tenant _____ Other _____	
Project Information		
Project Name / Description		
Why is this project needed?		
The Port's Strategic Goals include the following: <input type="checkbox"/> A Port that the public understands and trusts <input type="checkbox"/> A thriving and modern maritime seaport <input type="checkbox"/> A vibrant waterfront destination where residents and visitors converge <input type="checkbox"/> A healthy and sustainable Bay and its environment <input type="checkbox"/> A comprehensive vision for Port land and water uses integrated to regional plans <input type="checkbox"/> A safe place to visit, work and play <input type="checkbox"/> An innovative and motivated workforce <input type="checkbox"/> A financially sustainable Port that drives job creation and regional economic vitality (Check <input checked="" type="checkbox"/> the goals above that will be facilitated through the implementation of the proposed project). Describe how the project will assist the Port in accomplishing these goals:		
Financial Analysis		
Estimated cost of the project including: consultant fees, required study costs, applicable permit fees, and construction costs. (Attach supporting cost estimate or analysis)		
Identify available grant funds or matching funds:		



**San Diego Unified Port District
Capital Improvement Program (CIP)
On-Tidelands Project Information Assessment**

Provide return on investment (ROI) information including:

A) Projected Annual Revenue:

B) Projected Annual Operational Costs:

C) Projected Annual Maintenance Costs:

D) Life-Cycle Costs:

Provide an assessment of the need for the timing of the improvements and appropriateness of the timing of the investment:

If no immediate economic benefit is identified, provide an analysis of the project's potential to create future economic benefit or impact:

Project Benefits

Provide an analysis of any non-monetary public benefits:

Provide an explanation of the project's compatibility with existing, related development projects (both on and off-tidelands):

How does the project implement or facilitate the implementation of the Port Master Plan or other approved plans:



**San Diego Unified Port District
Capital Improvement Program (CIP)
On-Tidelands Project Information Assessment**

Project Proponent Information

I certify that the Information Assessment and attachments are true and correct to the best of my knowledge.

Project Proponent Name (PRINT) _____ **Title:** _____

Signature of Project Proponent: _____ **Date:** _____

Please list all attachments provided:

San Diego Unified Port District Information Assessment Recipient

Name _____ Department _____

Signature: _____ Date: _____



**San Diego Unified Port District
Capital Improvement Program (CIP)
Off-Tidelands Project Information Assessment**

PURPOSE: To establish an Information Assessment process for the orderly development or improvement of the capital assets of the Port District through the Capital Improvement Program (CIP). Information Assessment is based on the Board of Port Commissioners (BPC) approved Policy No. 120 as filed in the Office of the District Clerk.

PREAMBLE: The San Diego Unified Port District has a responsibility to provide for the orderly development and improvement of the lands and capital assets under its jurisdiction to execute its State Tidelands Trust obligations. The Port District acknowledges that each area of tidelands in its trust offers different Public Trust assets and value, and that each possesses varying degrees of opportunity for development, real estate, maritime, recreation and conservation as well as constraints.

BPC Policy No. 120 was established for the purpose of improving the CIP process and results. This CIP Policy is intended to facilitate capital development projects and budgets which are strategically cohesive, ensure clear and consistent treatment of all proposed capital projects on the tidelands, streamline the process, increase efficiency, reduce costs and improve outcomes.

As established in BPC Policy No. 120, the Port District recognizes that certain communities may be subject to disproportionate adverse impacts and constraints as a result of the presence of Maritime Terminals, and potentially other Port operations on the tidelands, while at the same time enabling a significant benefit to the District, or region, as a whole.

The Port District, therefore, includes as part of this CIP Policy a provision for the inclusion of off-tidelands projects in the CIP and the establishment of a Maritime Terminal Impact Fund (the "MTIF") as established in BPC Policy 120.

Per BPC Policy 120, "Off-Tidelands Impacts" are defined as impacts to communities adjacent to, directly associated with, or which are a result of the Port District's maritime terminals and other operations, which are of a unique, adverse or exclusionary nature.

PROCESS:

The Off-Tidelands Project Information Assessment process begins with downloading an Assessment Form via our website <http://www.portofsandiego.org/CIP/Off-Tidelands.html>. After you submit a completed Information Assessment Form and all applicable information, you will be contacted by a District staff member. You will also receive a follow up letter or e-mail acknowledging receipt of your Information Assessment.

If additional information is needed, you will be contacted by District staff.

A copy of the current Capital Development Program dated April 2008 (Fiscal Years 2009-2013), BPC Policy 120 and the Port Master Plan are available in the Office of the District Clerk.

Please complete each item on the following pages, attaching additional sheets as necessary, and return to:

**San Diego Unified Port District
Attention: Capital Improvement Program (CIP)
3165 Pacific Highway
San Diego, CA 92112-0488
(619) 686-6200**

Alternately, forms may be electronically submitted in one of two ways:

- 1) Email to: portcip@portofsandiego.org
- 2) On-line at Port's website: <http://www.portofsandiego.org>



**San Diego Unified Port District
Capital Improvement Program (CIP)
Off-Tidelands Project Information Assessment**

Key dates in the Port's Capital Improvement Program process are as follows:

Submittal Deadline for Information Assessments	December 19, 2011
Port finalize review of all Information Assessments	February 13, 2012
Public Information Package of current CIP status and proposed list of CIP projects made available to public (at least 10 days before CIP workshop)	February 13, 2012
BPC Capital Improvement Program Workshop (Note: Date is preliminary, actual date to be confirmed)	February 23, 2012

Please note that submittal of the Information Assessment does not constitute approval. The Board of Port Commissioners has the discretion to reconsider financial priorities for the Capital Improvement Program.

Per BPC Policy No. 120, the CIP will be revisited, reevaluated and revised each fall by the BPC.

Proposed CIP projects will be evaluated and ranked based on the following criteria:

- A) Contribution to the Port's strategic goals (COMPASS)
- B) Adherence to Port objectives and the Port District Act
- C) Represents a balanced distribution of the Port District's proposed capital investment throughout the tidelands and Member Cities
- D) Capacity to produce revenue and to enhance local and regional economic growth
- E) Capacity to provide non-monetary public benefits, and
- F) Maintains off-tidelands infrastructure and mitigates off-tidelands impacts necessary to support tidelands operations, particularly maritime terminal operations.



**San Diego Unified Port District
Capital Improvement Program (CIP)
Off-Tidelands Project Information Assessment**

Project Proponent Information		
Project Proponent Name		Mailing Address (street #, city, state, zip code)
Date		
Organization (if applicable)		
Day phone (w/area code)	Cell phone (w/area code)	Email Address
Project location: (check <input checked="" type="checkbox"/> one) <input type="checkbox"/> Chula Vista <input type="checkbox"/> Coronado <input type="checkbox"/> Imperial Beach <input type="checkbox"/> National City <input type="checkbox"/> San Diego	Project Proponent: Port Commissioner _____ Representative of Member City _____ Port staff _____ Port Tenant _____ Other _____	
Project Information		
Project Name / Description		
Why is this project needed?		
Provide a statement of how the project relates to On-Tidelands operations:		
Identify the Off-Tidelands impacts. Provide a description, supported by independent verification of the pro rata shares of the Off-Tidelands impacts caused by On-Tidelands operations on the Off-Tidelands infrastructure:		



San Diego Unified Port District Capital Improvement Program (CIP) Off-Tidelands Project Information Assessment

The Port's Strategic Goals include the following:

- A Port that the public understands and trusts
- A thriving and modern maritime seaport
- A vibrant waterfront destination where residents and visitors converge
- A healthy and sustainable Bay and its environment
- A comprehensive vision for Port land and water uses integrated to regional plans
- A safe place to visit, work and play
- An innovative and motivated workforce
- A financially sustainable Port that drives job creation and regional economic vitality

(Check the goals above that will be facilitated through the implementation of the proposed project).

Describe how the project will assist the Port in accomplishing these goals:

Explain how the project implements or facilitates the implementation of the Port Master Plan or other approved plans:

Financial Analysis

Are the infrastructure impacts the result of on-tideland maritime terminal operations that would qualify for funding by the Maritime Terminal Impact Fund (MTIF)?

- No
- Yes

If yes, describe:

Estimated cost of the project including: consultant fees, required study costs, applicable permit fees, and construction costs. (Attach supporting cost estimate or analysis):

Identify available grant funds or matching funds:

How does the Member City anticipate funding its proportional share of the costs?

Provide Return on Investment (ROI) information, including:

A) Projected annual revenue:



**San Diego Unified Port District
Capital Improvement Program (CIP)
Off-Tidelands Project Information Assessment**

B) Projected annual operational costs:

C) Projected annual maintenance costs:

D) Projected annual life-cycle costs:

Project Benefits

Provide an analysis of any non-monetary public benefits:

Provide an analysis of the project's potential to create future economic benefit or impact if no immediate economic benefit is identified:

Project Proponent Information

I certify that the Information Assessment is true and correct to the best of my knowledge.

Project Proponent Name (PRINT) _____ **Title:** _____

Signature of Project Proponent: _____ **Date:** _____

Please list all attachments provided:

San Diego Unified Port District Information Assessment Recipient

Name _____ Department _____

Signature: _____ Date: _____



AGENDA ITEM NO. 6.5

**STAFF REPORT
IMPERIAL BEACH HOUSING AUTHORITY**

TO: CHAIR AND BOARDMEMBERS
FROM: GARY BROWN, EXECUTIVE DIRECTOR
MEETING DATE: NOVEMBER 16, 2011
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*
GERARD SELBY, REDEVELOPMENT COORDINATOR *GS*
SUBJECT: REQUEST FOR PROPOSALS FOR AFFORDABLE HOUSING
DEVELOPMENT AT 10TH STREET & DONAX AVENUE

BACKGROUND

At the City Council Workshop on October 12, 2011, staff presented various projects to which Housing Authority funds could be allocated and received input from the Housing Authority Board regarding the proposed affordable housing projects. Among the projects discussed included the preparation of a Request for Proposals ("RFP") for the development of affordable housing on the City-owned property at 10th Street and Donax Avenue. Staff advised the Housing Authority Board that it would prepare a draft RFP for development of the site to present to them for their consideration. A Draft RFP is included as Attachment 1 to this staff report.

DISCUSSION

The purpose of the RFP is to present an affordable housing development opportunity in Imperial Beach and to solicit the interest of creative and capable development teams to pursue this opportunity. This RFP requests prospective respondents to submit sufficient information regarding their development expertise and financial capability along with a development proposal for the site. This process will enable the Imperial Beach Housing Authority ("the Authority") to select a development team as partners in the development of affordable housing for low- and moderate-income households on the site.

While the Authority's priority would be to develop affordable for-sale housing, the RFP would allow for respondents to propose a variety of housing types, either for-sale or rental, in a form to be determined by the respondents and may include attached or detached townhomes, condominiums, small lot subdivision development, or apartments.

The 10th and Donax site is located at the northwest corner of 10th and Donax at 776 10th Street. The site is a 140 feet by 72.5 feet and is approximately 10,150 square feet in size. The site is

zoned C-1 (General Commercial) which allows commercial use by right and residential use above the first floor at a density of one unit per 1,000 square feet of site area through approval of a conditional use permit. Under the existing zoning, therefore, 10 residential units could be provided. The Zoning Code also allows for a twenty-five percent (25%) affordable housing density bonus to be approved by the City Council which, if approved, would allow a total of 12 units on the site. Additionally, both the Zoning Code and the State Government Code provide for affordable housing "incentives" that allow for deviations from any zoning regulation. Therefore, the project could be granted concessions to other development regulations such as setbacks, landscaping, the ground-floor commercial use requirement, etc. if approved by the City Council. The site was previously occupied by a single-family home but has been cleared of all structures. The Authority will deliver the existing site "as is" to a selected developer. The Authority has not performed any geotechnical or subsurface investigations on the property.

Scope of Development/ Urban Design

- It is expected that the development project will achieve a high quality design that will enhance the appearance and livability of the project and of the surrounding neighborhood and community.
- Design considerations that address concerns such as density, size, bulk, scale, massing, and building articulation must be considered early in the design/development process.
- The project will incorporate "green" building practices that conserve energy and water.
- Garage access shall be restricted to the rear of the property off the alley.
- All units should be designed to provide "eyes on the street" and the inclusion of a front porch and/or private open space for each unit is strongly encouraged

Authority Financial Participation

It is anticipated that, in order to provide for an economically feasible project, the Authority would provide the land at no cost to the developer subject to a regulatory agreement or other agreement securing the Authority's interest. While no other financial contribution is expected at this time, during the October 12th workshop staff also presented options for the use of available housing funds and the projects to which those funds would be allocated. For one of the projects, Habitat for Humanity's proposed Abraham's Village, the Authority recommended an allocation of \$400,000. After the workshop, staff learned that Habitat for Humanity may not require any financial assistance for their project. Therefore, even if the Authority were to provide a nominal amount of funding to Abraham's Village, it could also provide additional financial assistance to the 10th & Donax project beyond the land contribution. The Authority will not, however, provide a subsidy for any units that will not be affordable to households with incomes below 120% of the area median household income by family size as specified in Attachment 2. If such units were included, a pro-rated portion of the Authority's land cost would be reimbursed for those units.

The affordability of any rental units would be restricted by recorded covenants for a period of 55 years. The units in a for-sale development would be restricted by recorded covenants for a minimum term of 45 years. The affordability restrictions on for-sale units would apply to initial buyers and may include restrictions on subsequent buyers, such as resale restrictions and/or Authority equity/appreciated value participation. Such terms would be negotiated with the

selected developer.

Proposed Schedule for Developer Selection

Distribute RFP:	November 17, 2011
Submittal Deadline:	January 19, 2012
Evaluation by Staff:	January/February 2012
Recommendation to Authority:	March 2012

A notice of the RFP will be distributed to a list of affordable housing developers, a press release will be issued, a notice will be published in the Union-Tribune, and the RFP will be posted on the City's website.

If a qualified developer is selected through the RFP, the Authority's intention would be to enter into an Exclusive Negotiating Agreement ("ENA") with the selected developer. It is anticipated that the ENA will provide for a 120-day exclusive negotiation period within which to prepare a Disposition and Development Agreement ("DDA") with up to a 30-day extension of the negotiating period at the sole discretion of the Authority.

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

FISCAL IMPACT

There is no direct fiscal impact with this report or issuance of the RFP. At its discretion, the Housing Authority could authorize up to \$400,000 in funding for the project.

DEPARTMENT RECOMMENDATION

Staff recommends that the Authority receive this report, provide direction and input to staff, and authorize the issuance of a Request for Proposals for Affordable Housing Development in Imperial Beach at the 10th Street and Donax Avenue site.

In Summary the key points are:

1. The RFP will be flexible on the housing configuration and type, such as attached or detached dwelling units, condominiums, or apartments;
2. Priority will be for home ownership, but the RFP will accept rental housing;
3. RFP will specify that the Authority is seeking affordable, workforce housing;
4. Covenants mandating that the housing units be income-restricted and occupied by qualified households; and
5. Up to \$400,000 may also be available to ensure that the housing is affordable to households meeting the specified income requirements.

EXECUTIVE DIRECTOR'S RECOMMENDATION

Approve Department recommendation.

A handwritten signature in cursive script that reads "Gary Brown". The signature is written in black ink and is positioned above a horizontal line.

Gary Brown, City Manager/Executive Director

Attachments:

1. Draft Request for Proposals for Affordable Housing Development in Imperial Beach
2. Table 1 – Summary Table of Income Restrictions by Household Number



**IMPERIAL BEACH HOUSING AUTHORITY
REQUEST FOR PROPOSALS
FOR AFFORDABLE HOUSING
DEVELOPMENT OPPORTUNITY
IN THE CITY OF IMPERIAL BEACH**



November 9, 2011

INTRODUCTION

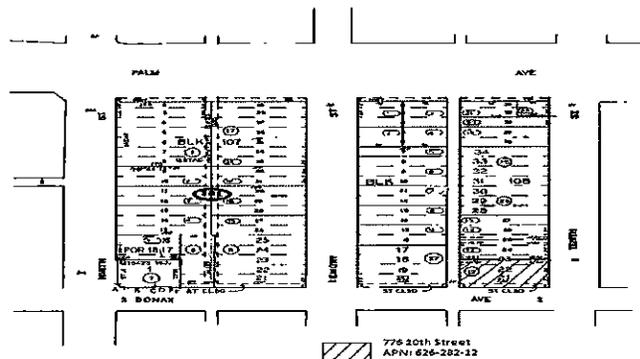
The purpose of this Request for Proposals (“RFP”) is to present an affordable housing development opportunity in Imperial Beach and to solicit the interest of creative and capable development teams to pursue this opportunity. This RFP requests prospective respondents to submit sufficient information regarding their development expertise, approach to development, and financial capability to enable the Imperial Beach Housing Authority (“the Authority”) to select a development team as partners in the development of housing opportunities for low/moderate-income or workforce households (up to 120% Area Median Income.)

The Authority’s priority is to develop affordable for-sale housing. The RFP, however, allows for respondents to propose a variety of housing types, either for-sale or rental, in a form to be determined by the respondents and may include attached or detached townhomes, condominiums, small lot subdivision development, stacked flats, or apartments.

The developer or development team selected to participate with the Authority will need to meet all applicable city, Authority, local, state and federal requirements. The developer or development team selected will work primarily with the Authority’s staff, but approval authority rests with the Authority Board.

PROPOSED DEVELOPMENT SITE

As stated previously, the Authority is seeking interested developers to implement an affordable housing project for the site identified as 776 10th Street. The project will involve working collaboratively with the Authority staff, the Imperial Beach City Council and the community in executing an affordable housing project that would complement the neighborhood. The following is a description of the site.



Assessor Parcel Number: 626-282-12

Property Dimension: 140' x 72.5'

Property Size: 10,150 square feet

Shape: rectangular

Topography: At street grade

Zoning: C-1 General Commercial – Ground floor commercial is required, though an exception to this can be approved

Units Allowed by Code: 10 units

Density Bonus: 25% density bonus is available and would allow a maximum of 12 units

Parking Ratio: 1 per Unit per State Government Code

Special Conditions Remarks: The Authority will deliver the existing site “as is” to a developer. The site has been cleared of structures. The Authority has not performed any geotechnical or subsurface investigations. The previous use was single-family residential.

SCOPE OF DESIRED DEVELOPMENT

Project Design

- The development project subject to this RFP will be expected to achieve a high quality design that will enhance the appearance, livability, and long-term durability of the project, neighborhood, and the community.
- Design considerations that address concerns such as density, size, bulk, scale, massing, and building articulation must be considered early in the design/development process.
- Neighborhood compatibility is also a concern and, depending upon the development, the involvement of the neighborhood residents will be necessary.
- The design and construction will incorporate “green” building practices that conserve energy and water.

Urban Design

- Garage access shall be restricted to the rear of the property off the alley
- All units are strongly encouraged to be designed to provide “eyes on the street” such as front porches and balconies.

AUTHORITY FINANCIAL PARTICIPATION

The Authority will provide the land for the project at no cost subject to a regulatory agreement or other agreement securing the Authority’s interest. The Authority’s may at its discretion and approval provide further financial assistance to the project up to \$400,000. Any financial assistance shall be based upon such factors as market conditions, type of financing, scope of development, conveyance of right-of-way, cost of development, risks incurred, estimated or actual profit, estimated or actual sales prices or rental rates for development to be constructed, public purpose, and other matters relevant to establishing the fair market value for the uses permitted to be developed.

The Authority will not provide a subsidy for units above 120% of the area median household income, and if such units are included, the Authority’s land cost shall be reimbursed proportionally for such units.

The affordability of any rental units would be restricted by recorded covenants for 55 years. The restricted units in a for-sale development would be for a minimum term of 45 years. The restrictions apply to initial buyers and may include restrictions on subsequent buyers, such as resale restrictions and/or Authority equity/appreciated value participation.

SELECTION CRITERIA

The Authority intends to select the developer based on the following criteria: development experience, financial resources, urban design, and transaction terms and conditions. The Authority will evaluate completed projects, review the development team's experience, and contact references. The Authority reserves the right to request additional information during the evaluation of responses and to reject any or all proposals. The Authority may conduct interviews and/or require public presentation of the proposed projects.

Demonstration of Experience

- Completed affordable projects in a redevelopment area and/or developed projects in a public/private partnership
- Completed affordable developments

Financial Resources and Transaction Terms

- Demonstrated ability to provide project funding, including current relationships with major lenders and past funding experience with projects
- Ability to provide sufficient project equity to demonstrate commitment to the success of the project and to satisfy conventional lender requirements

Project Architecture/Planning/Design

- Required architectural, landscape architecture, and urban design experience on projects similar in scale to the proposed project
- Experience with development sites that require working with significant site design and engineering constraints
- Transitions to and a relationship with the adjacent residential neighborhood
- Ability to generate development concepts for the project that will minimize the impacts to the quality of life in the community
- Meets the goals of the General Plan, the Redevelopment Plan, and the 5-Year Implementation Plan
- Compliance with the Imperial Beach Zoning Code
- The design and construction will incorporate "green" building practices that conserve energy and water.

Transaction Terms and Conditions

- Appropriateness and reasonableness of the business transaction proposed by the developer or development team

SELECTION PROCESS

The Authority's selection of proposals will take the form of the Authority's approval of an Exclusive Negotiating Agreement ("ENA") between the selected developer and development team. It is anticipated that the ENA will provide for a 120-day exclusive negotiation period within which to prepare a Disposition and Development Agreement ("DDA") with up to a 30-day extension of the negotiating period at the sole discretion of the Authority.

SUBMITTAL REQUIREMENTS

A concise, professional, and complete response to this RFP will help the Authority identify the most qualified developer or development team and will be indicative of the level of the respondent's commitment to the project. Completeness, quality, and the veracity of required content are important. The initial proposal must include, and only include, the following information:

Development Team - Identify the Developer, Project Architect(s) and other members of the development team or consultants who would be responsible to implement the proposed project (name of individual, firm address and telephone number). Provide a very concise narrative addressing the availability of local resources, sources and amount cash available to developer to meet equity requirements of the proposed project, three bank references, three business references, total amount of development work completed by developer during the last three years, projects currently in planning or development by the developer or principals of the development entity, developer involvement in litigation relating to development projects either voluntary or involuntary, within the past 5 years, capability to assure timely implementation of the proposed development.

Development Concept - Provide a project description and proposed site plan, with two exterior building elevations, off-site improvements and two cross-sections of the project at a scale of one-eighth inch (1/8") equals one-foot (1'); 8^{1/2}" x 11" drawings should also be provided, and a very concise narrative identifying any aspect of the project's design that does not meet any minimum development criteria specified in this RFP or the requirements of the City of Imperial Beach Municipal and Zoning Code.

Development Pro-Forma – A development pro-forma shall be provided in a form acceptable to the Authority, as depicted on the attached Exhibit A provided.

Development Team Experience – Provide concise narrative identifying any development team experience in developing projects in a redevelopment area and/or developing projects in a public/private partnership, include type of project, project address, unit count by type and size of unit, completed value, lenders involved (with contact references), and construction/completion date.

Development Team References – Provide three public/partnership references with full names, address, email address, and telephone number.

PROPOSED SCHEDULE FOR DEVELOPER SELECTION

The Authority staff will review and evaluate all responses to this RFP. Staff may meet with any or all of the developers or development teams. Staff may seek additional information from developers, conduct site visits and reference checks as appropriate, and may request that teams make presentations to a Selection Committee.

The solicitation, receipt and evaluation of proposals, and selection process are anticipated to observe the following:

Distribute RFP:	November 17, 2011
Submitted Deadline:	January 19, 2012
Evaluation by Staff:	January/February 2012
Recommendation to Authority:	March 2012

Note: Dates are subject to change.

Three (3) copies of the proposal shall be delivered not later than 1:00 p.m. on Thursday, January 19, 2012 to:

Jerry Selby, Redevelopment Coordinator
Imperial Beach Housing Authority
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Questions concerning this RFP should be directed to Jerry Selby by telephone at (619) 424-2226 or email at jsselby@cityofib.org

PREVAILING WAGE REQUIREMENTS

The proposed project selected may be subject to applicable state or federal requirements with regard to prevailing wages and labor standards, depending on the proposed funding sources by the developer. Developers are responsible for compliance and will be responsible for implementing any applicable prevailing wage requirements.

DUE DILIGENCE

The information provided in this RFP is to assist respondents with information the Authority has assembled as of this preliminary stage in the process. Any respondent that is selected will be expected to conduct its own due diligence prior to responding to the RFP and prior to the commencement of development. The Authority will make no representations or warranties with respect to these matters.

CONFLICTS OF INTEREST

Please note that State law makes it illegal for public officials or their employees to participate in the making of a contract in which he or she is financially interested. The law defines the making of a contract to include responding to RFPs. The law further defines a public official very broadly to include members of advisory boards that are not actual parties to the contract. Prospective respondents who are aware of circumstances that could create a conflict of interest if a proposal were submitted are urged to contact the Authority immediately.

List of attached Exhibits:

Pro - Forma Form - Exhibit A

Exhibit A
Pro-Forma Sample Form

Direct Costs	Totals	Per Unit	Comments
Off-Site Improvements			
On-Site Improvements			
Parking - Structured/at grade			
Parking - Below-grade			
Shell Construction - Residential			
Shell Construction - Retail			
Tenant Improvements			
Amenities			
FF&E			
Subtotal Direct Costs			
Contingency			
Total Direct Costs			
Indirect Costs			
Architecture & Engineering			
Permits & Fees			
Legal & Accounting			
Taxes & Insurance			
Developer Fee			
Marketing/Sales - Residential			
Marketing/Lease-Up - Retail			
Subtotal Indirect Costs			
Contingency			
Total Indirect Costs			
Financing Costs			
Loan Fees			
Interest During Construction			
Interest During Sales			
HOA Dues on Unsold Units			
Subtotal Financing Costs			
Total Development Costs			
Residential Product Mix:			
Total			
Parking Mix:			
Parking Ratio - Residential			
Parking Ratio - Commerical			
Total			
Average SF/Space			
Parking - Structured/at grade			
Parking - Below-grade			
Total			

Exhibit A
Pro-Forma Sample Form

<u>Gross Sales Proceeds</u>	<u>Average Unit Size (SF)</u>	<u># of Units</u>	<u>Price Per SF</u>	<u>Price Per Unit</u>	<u>Gross Sales</u>
One Bedroom		(SF)			
Two Bedroom		(SF)			
Three Bedroom		(SF)			
Total/Average Gross Sales Proceeds					
Net Operating Income	SF		Rent/SF		Total Amount
Retail Gross Scheduled Income (GSI)		SF		SF	\$0
(Less) Vacancy					<u>\$0</u>
Effective Gross Income (EGI)					\$0
(Less) Unreimbursed Operating Expenses					<u>\$0</u>
Net Operating Income (NOI)					\$0

Exhibit A
Pro-Forma Sample Form

Gross Sales Proceeds - Residential
(Less) Cost of Sale
(Less) Developer Profit

Warranted Investment - Residential

Net Operating Income - Retail
Target Return on Investment @

Warranted Investment - Retail

Warranted Investment
Warranted Investment - Residential
Warranted Investment - Retail

Warranted Investment - Total
(Less) Total Development Cost

Residual Land Value
Per Unit
Per SF Site Area

(Less) Acquisition Costs
(Less) Relocation Costs
Total Acquisition and Relocation Costs

Financing Surplus/(Deficit)
Per Unit
Per SF Site Area

TABLE 1

**SUMMARY TABLE
CALIFORNIA REDEVELOPMENT LAW, 2011
CITY OF IMPERIAL BEACH**

	Very Low Income at or Below 50% AMI	Lower Income Between 51% AMI and 80% AMI	Moderate Income Between 81% and 120% AMI
I. Income Restrictions (1)			
1 Person Household	\$28,700	\$45,850	\$62,950
2 Persons Household	\$32,800	\$52,400	\$71,900
3 Persons Household	\$36,900	\$58,950	\$80,900
4 Persons Household	\$40,950	\$65,500	\$89,900
5 Persons Household	\$44,250	\$70,750	\$97,100

(1) Income limits for Very Low and Lower Income are based on U.S. Department of Housing and Urban Development (HUD) income limits, 2011. Income limits for Moderate Income households are based on State of California Housing and Community Development (HCD) income limits, 2011.



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: NOVEMBER 16, 2011

ORIGINATING DEPT.: PUBLIC WORKS *HAL*

SUBJECT: RESOLUTION APPROVING A SEWAGE TRANSPORTATION AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND CITY OF IMPERIAL BEACH DATED MARCH 2011

BACKGROUND: The City of San Diego owns, operates and maintains the Metropolitan Sewerage System for the purpose treating and disposing of sewage for San Diego and certain other municipalities, including the City of Imperial Beach, and districts within the San Diego region under the terms and conditions of the Regional Wastewater Disposal Agreement. San Diego also owns, operates and maintains the San Diego Municipal Sewerage System for the purpose of collecting and transporting sewage to the Metropolitan Sewerage System. Due to the location of the City of Imperial Beach sewerage system it is necessary that Imperial Beach use a portion of the San Diego Municipal Sewerage System to transport its sewage to the Metropolitan Sewerage System.

San Diego and Imperial Beach had previously entered into an Agreement of 1984 Between the City of San Diego and the City of Imperial Beach for the Financing and Operation of the Palm City Trunk Sewer System which expired on June 30, 1990, under which San Diego has authorized Imperial Beach to discharge sewage into the San Diego Municipal Sewerage System for transportation to the Metropolitan Sewerage System and under which the parties had continued to operate.

The purposes of this new Agreement are to: 1) allow Imperial Beach to discharge sewage into the San Diego Municipal Sewerage System for transportation to the Metropolitan Sewerage System; 2) establish a rate to be charged for sewerage transportation services rendered by the City of San Diego to the City of Imperial Beach; 3) establish Imperial Beach's contract capacity in San Diego Municipal Sewerage System for the use of a portion of the San Diego Municipal Sewerage System; and 4) establish a method to allocate the capital improvement project costs of future improvements, repair, rehabilitation, or replacement to the San Diego Municipal Sewerage System as are deemed necessary by San Diego and in consultation with authorized agencies affected by the work on a fair and equitable basis.

DISCUSSION: The City of San Diego and City of Imperial Beach staffs have worked on the proposed agreement for the past few years. It is the opinion of staff that the proposed agreement is fair and equitable to both parties. Staff recommends that City Council authorize the City Manager and the City Attorney to sign this Agreement as presented in Attachment 2.

The estimated annual sewage transportation cost for Fiscal Year 2012 is \$6,030. This cost will vary depending on the City's sewerage flow and the transportation rate. The City's sewerage flow has been relatively constant over the past 20 years, however the transportation rate has continued to move higher due to increased system maintenance and operation costs over time (see Exhibit C to the Agreement). The Agreement becomes effective thirty (30) days after execution of the Agreement by both parties and expires on December 31, 2050. Either party may terminate the Agreement based on the conditions spelled out in the Agreement.

This Agreement will also require the City to apply for and receive a permit(s) for industrial wastewater discharge from the City of San Diego and complies with the terms and conditions of said permit, including any fees or cost associated with the permit for the two storm water diverters on Seacoast Drive (one at Palm Avenue street end and the second at the Date Avenue street end).

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The estimated cost for fiscal year 2012 is \$6,030. The annual subsequent costs will likely rise over time, by at least as much as the regional Consumer Price Index (CPI) and maybe more.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution.
3. Authorize the City Manager and City Attorney to sign this agreement on behalf of the City of Imperial Beach.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7117
2. Sewage Transportation Agreement between the City of San Diego and City of Imperial Beach dated March 2011 with Exhibit A through Exhibit D

RESOLUTION NO. 2011-7117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A SEWAGE TRANSPORTATION AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND CITY OF IMPERIAL BEACH DATED MARCH 2011

WHEREAS, the City of San Diego owns, operates and maintains the Metropolitan Sewerage System for the purpose treating and disposing of sewage for San Diego and certain other municipalities, including the City of Imperial Beach, and districts within the San Diego region under the terms and conditions of the Regional Wastewater Disposal Agreement; and

WHEREAS, City of San Diego also owns, operates and maintains the San Diego Municipal Sewerage System for the purpose of collecting and transporting sewage to the Metropolitan Sewerage System; and

WHEREAS, due to the location of the City of Imperial Beach sewerage system it is necessary that Imperial Beach use a portion of the San Diego Municipal Sewerage System to transport its sewage to the Metropolitan Sewerage System; and

WHEREAS, Cities of San Diego and Imperial Beach had previously entered into an Agreement of 1984 Between the City of San Diego and the City of Imperial Beach for the Financing and Operation of the Palm City Trunk Sewer System which expired on June 30, 1990, under which San Diego has authorized Imperial Beach to discharge sewage into the San Diego Municipal Sewerage System for transportation to the Metropolitan Sewerage System and under which the parties had continued to operate; and

WHEREAS, the purposes of this new Agreement are to: 1) allow Imperial Beach to discharge sewage into the San Diego Municipal Sewerage System for transportation to the Metropolitan Sewerage System; 2) establish a rate to be charged for sewerage transportation services rendered by the City of San Diego to the City of Imperial Beach; 3) establish Imperial Beach's contract capacity in San Diego Municipal Sewerage System for the use of a portion of the San Diego Municipal Sewerage System; and 4) establish a method to allocate the capital improvement project costs of future improvements, repair, rehabilitation, or replacement to the San Diego Municipal Sewerage System as are deemed necessary by San Diego and in consultation with authorized agencies affected by the work on a fair and equitable basis; and

WHEREAS, the City of San Diego and City of Imperial Beach staffs have worked on the proposed agreement for the past few years; and

WHEREAS, it is the opinion of City staff that the proposed agreement is fair and equitable to both parties; and

WHEREAS, the estimated annual sewage transportation cost for Fiscal Year 2012 is \$6,030; and

WHEREAS, this cost will vary over time depending on the City's sewerage flow and the transportation rate; and

WHEREAS, the City's sewerage flow has been relatively constant over the past 20 years, however the transportation rate have continued to move higher due to increased system maintenance and operation costs over time; and

WHEREAS, the Agreement becomes effective thirty (30) days after execution of the Agreement by both parties and expires on December 31, 2050.

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

1. The above recitals are true and correct.
2. The Sewage Transportation Agreement between the City of San Diego and City of Imperial Beach dated March 2011 is approved.
3. The City Manager and City Attorney are authorized to sign the Sewage Transportation Agreement between the City of San Diego and City of Imperial Beach dated March 2011.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of November 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



SEWAGE TRANSPORTATION AGREEMENT

City of San Diego and
City of Imperial Beach

March 2011

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS.....	1
ARTICLE 2	OWNERSHIP AND OPERATION OF THE SAN DIEGO MUNICIPAL SEWERAGE SYSTEM.....	4
ARTICLE 3	CONTRACT CAPACITY RIGHTS.....	7
ARTICLE 4	EXCEEDING CAPACITY.....	8
ARTICLE 5	MONITORING.....	11
ARTICLE 6	TRANSPORTATION CHARGES.....	11
ARTICLE 7	OPERATION AND MAINTENANCE CHARGES FOR MUNICIPAL PUMP STATIONS.....	13
ARTICLE 8	CAPITAL IMPROVEMENT PROJECTS.....	13
ARTICLE 9	CAPITAL IMPROVEMENT CHARGES.....	15
ARTICLE 10	DURATION OF AGREEMENT.....	16
ARTICLE 11	DISPUTE RESOLUTION.....	17
ARTICLE 12	INSURANCE.....	18
ARTICLE 13	GENERAL PROVISIONS.....	18
EXHIBIT A	CONTRACT CAPACITY	
EXHIBIT B	FACILITIES USED BY IMEPRIAL BEACH	
EXHIBIT C	UNIT TRANSPORTATION RATE	
EXHIBIT D	SEWER CROSS-CONNECTION STRUCTURES	

THIS SEWAGE TRANSPORTATION AGREEMENT is made and entered into by and between the City of San Diego, a municipal corporation (San Diego), and the City of Imperial Beach (Imperial Beach).

RECITALS

- A. San Diego owns, operates and maintains the Metropolitan Sewerage System for the purpose of treating and disposing of sewage for San Diego and certain other municipalities and districts including Participating Agencies within the San Diego region under the terms and conditions of the Regional Wastewater Disposal Agreement.
- B. San Diego also owns, operates and maintains the San Diego Municipal Sewerage System for the purpose of collecting and transporting sewage to the Metropolitan Sewerage System.
- C. Due to the location of Imperial Beach’s sewerage system it is necessary that Imperial Beach use a portion of the San Diego Municipal Sewerage System to transport its sewage to the Metropolitan Sewerage System.
- D. San Diego and Imperial Beach had previously entered into an Agreement of 1984 Between the City of San Diego and the City of Imperial Beach for the Financing and Operation of the Palm City Trunk Sewer System which expired on June 30, 1990, under which San Diego has authorized Imperial Beach to discharge sewage into the San Diego Municipal Sewerage System for transportation to the Metropolitan Sewerage System and under which the parties had operated.
- E. The purposes of this Agreement are to: 1) allow Imperial Beach to discharge sewage into the San Diego Municipal Sewerage System for transportation to the Metropolitan Sewerage System; 2) establish a rate to be charged for sewage transportation services rendered by San Diego to Imperial Beach; 3) establish Imperial Beach’s contract capacity in San Diego Municipal Sewerage System for the use of a portion of the San Diego Municipal Sewerage System; and 4) establish a method to allocate the capital improvement project costs of future improvements, repair, rehabilitation, or replacement to the San Diego Municipal Sewerage System as are deemed necessary by San Diego and in consultation with authorized agencies affected by the work on a fair and equitable basis.

NOW, THEREFORE, in consideration of the mutual obligations of the parties as herein expressed, San Diego and Imperial Beach agree as follows:

AGREEMENT

ARTICLE 1 - DEFINITIONS

The singular of each defined term includes the plural. For the purposes of this Agreement, the following definitions apply:

Agency Sewerage System means Imperial Beach's wastewater collection system, which consists of pipelines and pump stations, and collects wastewater within the agency and from other agencies.

Authorized Agency means a municipality, district, or agency which has been authorized by San Diego to discharge sewage into the San Diego Municipal Sewerage System (SDMS) under sewage transportation agreement(s) with San Diego.

Average Capacity means the average amount of sewage that Imperial Beach is allowed under this Agreement to discharge into the SDMS, averaged during a 24-hour period from midnight to midnight in the dry season and expressed as either an average rate of flow in cubic feet per second (cfs) or in million gallons per day (MGD) where 1 cfs = 0.646317 MGD.

Average Daily Flow (sometimes referred to as ADF) means the flow from Imperial Beach into those portions of SDMS used by Imperial Beach expressed as an average rate of flow in million gallons per day (MGD) computed by dividing the total gallons discharged during the designated period (e.g., billing period, dry season, month, etc.) by the number of days within that same period.

Best Management Practices means an engineered structure, management activity, or a combination thereof, that eliminates or reduces an adverse environmental effect of a pollutant.

Capital Improvement Project (sometimes referred to as CIP) means those items and activities required by sound engineering and best management practices, including but not limited to acquisition, planning, design, financing, and construction, for any one or more of the following purposes: 1) to alter, change or modify the hydraulic capacity of any part or whole of any existing SDMS facilities; 2) to improve the function and performance of any part or whole of any existing SDMS facilities; 3) to add new SDMS facilities for the purpose of altering, changing, or modifying the hydraulic capacity, or improving the function and performance of the SDMS; or 4) to perform a major repair on or replace any existing SDMS facilities.

Capital Improvement Project Cost means costs associated with capital improvement projects.

Contract Capacity means the amount of sewage Imperial Beach is allowed under this Agreement to discharge into those portions of SDMS used by Imperial Beach, up to the limits set forth in Exhibit A and expressed in terms of average capacity and peak capacity. Contract capacity as defined in this agreement shall refer to capacity only in the SDMS, and is separate and distinct from contract capacity in the Metro system as referenced in the Regional Wastewater Disposal Agreement.

Design Capacity means the maximum flow which can be conveyed through a pipe segment when the ratio of depth of the flow to the diameter of the pipe segment (d/D) equals 75% for pipe segment 18 inches or greater, or 50 % for pipe segment 15 inches or smaller. The design capacity of a sewer line is determined based on the "length-weighted" average of design capacity of all pipe segments in the sewer line. In the case of a pump station, design capacity means the

maximum flow that can be pumped using the main pumps, excluding the backup pumping capacity.

Dry Season means the period from May 1 through September 30.

Fiscal Year means the period from July 1 through June 30.

Flow means the amount of wastewater, including inflow and infiltration, which is discharged into the SDMS by San Diego, Imperial Beach, or any other authorized agency. Flow may be expressed in million gallons per day (MGD) or cubic feet per second (cfs).

Infiltration means water other than wastewater that enters a sewerage system (including sewer service connections) from the ground through such means as defective pipes, pipe joints, connections or manholes. Infiltration does not include, and is distinguished from, inflow.

Inflow means water other than wastewater that enters a sewerage system (including sewer service connections) from sources such as roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

LAFCO means the San Diego Local Agency Formation Commission.

Metropolitan Sewerage System (sometimes referred to as the Metro System) means those facilities and contract rights to facilities which are described in the Regional Wastewater Disposal Agreement, Document No. OO-18517, filed May 18, 1998, as may be amended.

Operation and Maintenance (sometimes referred to as O & M) means those items and activities required by sound engineering and best management practices to maintain the hydraulic capacity, function, and performance of SDMS facilities.

Operation and Maintenance Costs means the costs of operation and maintenance including, but not limited to, annual costs associated with administration, operation, maintenance, replacement (non-CIP), annual premiums, claims payments and claims administration, and overhead.

Parties means San Diego and Imperial Beach.

Peak Capacity means the highest amount of discharge of sewage that Imperial Beach is allowed under this Agreement to discharge into those portions of SDMS used by Imperial Beach, measured in fifteen (15) minute intervals and expressed as either a rate of flow in cubic feet per second (cfs) or in million gallons per day (MGD) where 1 cfs = 0. 646317 MGD. In the event of a dispute, cubic feet per second (cfs) will take precedence.

Peak Flow means the highest actual instantaneous flow as measured in fifteen (15) minute intervals at a metering device expressed as either a rate of flow in cubic feet per second (cfs) or

in million gallons per day (MGD) (1 cfs = 0.646317 MGD). In the event of a dispute, cubic feet per second (cfs) will take precedence.

Regional Wastewater Disposal Agreement means the “Regional Wastewater Disposal Agreement between San Diego and the Participating Agencies in the Metropolitan Sewerage System,” Document No. OO-18417, filed May 18, 1998, with the Clerk for the City of San Diego as may be amended.

San Diego Municipal Sewerage System (sometimes referred to as SDMS) means San Diego’s wastewater collection system, which consists of pipelines and pump stations, that collects wastewater within San Diego and from Imperial Beach and other authorized agencies and conveys it to the Metropolitan Sewerage System for treatment and disposal.

SDMS Facility means each element of the SDMS used or useful for the transportation of sewage, including but not limited to transmission lines, force mains, trunk sewers, interceptors, and pump stations.

Sewage means wastewater and its commonly constituent substances.

Sewage Transportation Service means the transportation of sewage from the point of discharge into the SDMS to the Metropolitan Sewerage System.

Transportation Charge means the amount paid by Imperial Beach to San Diego for the transportation of flow in the SDMS to the Metropolitan Sewerage System. This charge includes operation and maintenance costs but does not include capital improvement project costs.

Unit Transportation Rate means the amount per unit distance (mile) of length of gravity sewer charged for sewage transportation service.

ARTICLE 2 - OWNERSHIP AND OPERATION OF THE SAN DIEGO MUNICIPAL SEWERAGE SYSTEM

2.1 Rights of the Parties. San Diego is the owner of the SDMS and of any additions to the SDMS or other facilities constructed pursuant to this Agreement. All decisions with respect to the planning, design, construction, operation and maintenance of the SDMS shall rest with San Diego. If Imperial Beach’s contractual right to use the SDMS is adversely impacted by the planning, design, construction, operation and maintenance of any part of SDMS, Imperial Beach shall have the right to review and comment on these issues prior to any modifications to the subject portions of the SDMS. However, Imperial Beach shall only have a contractual right to use the SDMS as set forth in this Agreement.

2.1.1 Change in Ownership. Subject to the terms of this Agreement, and in conformance with all applicable laws, San Diego may transfer ownership of all or part of the SDMS at any time. San Diego shall not transfer or agree to transfer any part of the SDMS transporting sewage from Imperial Beach without reserving Imperial Beach's rights

granted by this Agreement. In the event of a transfer, San Diego's successor in interest shall be bound by the terms of this Agreement.

2.1.2 Assignment of Rights. Subject to the terms of this Agreement, Imperial Beach may transfer or assign its rights and obligations under this Agreement. Any such transfer must first, however, be approved by San Diego by written agreement. Imperial Beach may not transfer its rights if San Diego determines, after consultation with Imperial Beach, that the proposed transfer will imbalance, or will otherwise adversely impact San Diego's ability to operate the SDMS or the Metro System. Any transfer of rights or assignment to a non-profit corporation or public entity formed by the City of Imperial Beach, with or without LAFCO approval, to provide sewer service to the residents of Imperial Beach shall not require San Diego's approval provided the transfer or assignment does not increase the contract capacity or alter the point(s) of entry into the SDMS. Imperial Beach shall provide San Diego with written notice at least sixty days prior to such transfer or assignment.

2.2 Duties of San Diego. Subject to the terms of this Agreement, San Diego agrees to provide sewage transportation services to Imperial Beach for the contract capacity set forth in Exhibit A.

2.2.1 Operation. San Diego shall operate the SDMS in an efficient and economical manner, and maintain it in good repair and working order, all in accordance with recognized sound engineering and best management practices. San Diego shall comply with all applicable laws, rules and regulations.

2.2.2 Funds. San Diego shall collect and receive all money paid under this Agreement in connection with the SDMS and disburse all money spent in connection with the SDMS.

2.3 Funding Obligations. Nothing in this Section or in this Agreement shall obligate San Diego to make any payment for the acquisition, construction, maintenance or operation of the SDMS from monies derived from taxes or from any income and revenue of San Diego other than monies in, or sewer revenues which go into, the Sewer Revenue fund for the SDMS, and from construction funds derived from the sale of sewer revenue bonds or other sources of sewer funding for the SDMS as are duly authorized. Nothing in this Agreement shall be construed to obligate San Diego to pay from its annual income and revenues any sum that would create an indebtedness, obligation or liability within the meaning of the provision of Section 18 of Article XVI of the Constitution of the State of California or Section 99 of the San Diego City Charter. Nothing in this Section, however, or in this Agreement shall prevent San Diego, in its discretion, from using tax revenues or any other available revenues or funds of San Diego for any purpose for which San Diego is empowered to expend monies under this Agreement. Nothing in this Agreement shall be construed as a limitation upon the powers of the City of San Diego as a Charter City of the State of California.

2.4 Financial Statements. San Diego shall keep appropriate records and accounts of all costs and expenses relating to the collection and conveyance of sewage and the acquisition, planning, design, construction, administration, monitoring, and operation and maintenance of the SDMS.

2.4.1 Right to Audit. Upon written request, said books and records shall be subject to reasonable inspection by any duly authorized representative of Imperial Beach at its expense. Imperial Beach may audit these records for a three fiscal year period previous to its request, at its own expense.

2.4.2 CAFR. San Diego shall make its Comprehensive Annual Financial Report as it relates to the SDMS available to Imperial Beach.

2.5 Limitations on Type and Condition of Sewage. Imperial Beach shall not discharge or allow to be discharged, any sewage or wastes into the SDMS which do not meet the standards established by appropriate San Diego ordinances, resolutions, rules and regulations. Imperial Beach shall also comply with all applicable statutes, rules and regulations of all agencies of the United States of America, including the Environmental Protection Agency, and all agencies of the State of California having jurisdiction over the collection, transmission, treatment and disposal of sewage and other wastes in the SDMS.

2.5.1 Excessive Inflow or Infiltration. Imperial Beach shall not allow, to the extent practicable, excessive inflow and infiltration to be discharged into the SDMS. For purposes of this Section, “excessive” means any amount that causes Imperial Beach to exceed the limit of peak capacity set forth in Exhibit A.

2.5.2 Compliance with Laws. Imperial Beach shall not allow, to the extent practicable, the discharge of any waste, pollutant, inflow, or infiltration into the SDMS that is prohibited by ordinances, resolutions, rules, or regulations of the United States of America, including the Environmental Protection Agency, the State of California, and the Cities of San Diego and Imperial Beach having jurisdiction over the collection, transportation, treatment and disposal of sewage and other wastes in the SDMS. This Section does not prohibit Imperial Beach from operating the cross-connections identified in Exhibit D, provided Imperial Beach applies for and receives a permit(s) for industrial wastewater discharge from San Diego and complies with the terms and conditions of said permit(s), including the payment of any fees or costs associated with the permit. Continued operation of the cross-connections is also contingent on approval by State and Federal regulatory agencies, whose permission San Diego will request collectively for all agencies with flow that enters the Metro System. As a ministerial matter, Exhibit D may be amended from time to time by Imperial Beach and San Diego, provided any additional cross-connections meet the requirements of this section and the total flow from Imperial Beach remains at or below the contract capacity.

2.5.3 Imported Sewage. Imperial Beach shall not discharge any sewage originating outside the boundaries of Imperial Beach into the SDMS without the prior written consent of San Diego except for sewage from recreational vehicles, motor homes,

trailers, or from businesses that pump sewage from private septic systems, that otherwise complies with the requirements of this Agreement.

2.5.4 Enforcement Actions. If a regulatory agency or judicial body with appropriate jurisdiction imposes any penalty or takes other enforcement action related to the transportation of sewage or other matter in or from the SDMS, San Diego shall reasonably determine, in active consultation with impacted parties, whether San Diego, Imperial Beach, or any other authorized agency caused or contributed to such penalty or enforcement action, if no apportionment of fault is made by the regulatory agency or judicial body with appropriate jurisdiction. Based on this determination, San Diego shall allocate the penalty or other relief, including the cost of defense, to the party or parties responsible. Each responsible party, whether San Diego, Imperial Beach, or another authorized agency, shall pay its share of the penalty or other relief, and any costs of defense as reasonably determined by San Diego in active consultation with impacted parties. If San Diego cannot reasonably make an allocation based on responsibility, the cost of the penalty or other relief shall be shared by San Diego, Imperial Beach, and any other authorized agency involved based proportionately on their respective average daily flow into the SDMS.

2.5.5 Rock Traps. After consultation with San Diego, Imperial Beach shall be required to install rock trap screens at sites connecting to the SDMS where reasonably necessary to protect the SDMS or the Metro System. San Diego shall request the installation of rock traps in writing and shall allow a minimum of 120 days for installation after the initial request is made.

2.5.6 Odor Control. If San Diego determines that flow from Imperial Beach is causing unreasonably high concentrations of hydrogen sulfide gas in the SDMS, or is a source of unreasonably noxious odors, Imperial Beach shall take reasonable steps within the agency sewerage system necessary to eliminate such concerns, such as pre-treating the flow with chemicals to reduce the formation of hydrogen sulfide.

ARTICLE 3 - CONTRACT CAPACITY RIGHTS

3.1 Amount of Contract Capacity. In consideration of the terms and conditions of this Agreement, Imperial Beach shall have a contractual right to discharge sewage into the SDMS up to the contract capacity described in Exhibit A, provided, however, this shall not confer on Imperial Beach the right to discharge any substances otherwise prohibited by this Agreement into the SDMS. Flow from any cross-connections identified in Exhibit D is counted against the contract capacity granted by this Agreement.

3.2 Projected Flow and Capacity Report. On or before September 30th of each year during the term of this Agreement and upon the request of San Diego, Imperial Beach shall provide San Diego with a ten-year projection (by fiscal year) of its average daily flow for dry season, peak flow and capacity requirements in those portions of the SDMS used by Imperial Beach. The peak flow projection should be based on the ten-year return wet weather flow estimation. If at any time during the ten-year projection Imperial Beach is projected to exceed its average and/or peak

capacity allotted under its contract capacity, Imperial Beach shall develop and submit a plan of action and an implementation schedule to San Diego for its approval and acceptance. At a minimum, the plan shall describe Imperial Beach's future needs for contract capacity for the next ten (10) years and if necessary, propose mitigation measures which may be required of Imperial Beach to facilitate its future needs for capacity including but not limited to increases in capacity through capital improvement projects or taking other measures such as the construction of peak flow retention structures or re-use facilities to reduce Imperial Beach's flow into the SDMS.

3.2.1 San Diego Review. In the event that San Diego disagrees with the ten-year projection, the plan of action, or the implementation schedule provided by Imperial Beach, the parties shall meet in good faith and attempt to reconcile their differences for a period not to exceed six months from the date Imperial Beach submits its peak flow projection. If the parties fail to reach an agreement after six months, San Diego may independently develop a notice of determination and proceed with the procedure set forth in Section 8.2.2.

3.3 Other Planning Information. On or before September 30th of each year during the term of this Agreement and upon the request of San Diego, Imperial Beach shall also provide San Diego with a 50-year projection (by fiscal year) of its average daily flows for dry season in those portions of SDMS used by Imperial Beach.

3.4 Requests for Additional Contract Capacity. If Imperial Beach desires to purchase additional contract capacity and San Diego is willing to sell additional capacity pursuant to Section 4.2.2, or to create additional contract capacity pursuant to Section 8.2.2 of this Agreement, Imperial Beach agrees to pay transportation charges for the additional flow, as well as Imperial Beach's proportionate share of capital improvement project costs for existing or new SDMS facilities as may be necessary to provide the additional contract capacity. The decision of whether to allocate additional contract capacity for Imperial Beach, however, shall be at the sole discretion of San Diego. Imperial Beach agrees to submit a written request to obtain and purchase the additional capacity needed in accordance with the procedures set forth in Article 8 of this Agreement.

3.5 Transfers of Contract Capacity. Imperial Beach may buy, sell or exchange all or part of its contract capacity to or from San Diego or other authorized agencies on such terms as they may agree upon provided that San Diego shall be notified prior to any transfer. Any transfer shall be first approved in writing by San Diego. No contract capacity may be transferred if San Diego determines, after consultation with Imperial Beach, that said transfer will unbalance, or will otherwise adversely impact San Diego's ability to operate any SDMS facility or the Metro System. As a ministerial matter, San Diego shall amend Exhibit A from time to time to reflect approved transfers of contract capacity, and provide Imperial Beach with an updated exhibit.

ARTICLE 4 - EXCEEDING CAPACITY

4.1 Limitations on Capacity. During the term of this Agreement, Imperial Beach shall have the right to discharge sewage into the SDMS in an amount not to exceed its contract capacity set forth in Exhibit A. San Diego is not obligated to receive from Imperial Beach, nor is Imperial

Beach privileged to discharge into the SDMS, any amounts in excess of Imperial Beach's contract capacity permitted under this Agreement.

4.2 Good-Faith Contract Capacity Discussions. The parties recognize that appropriate capacity and long term planning are essential for the proper provision of sewage transportation service. The parties further recognize that it is very difficult to forecast and measure the resulting damage to San Diego and the SDMS if Imperial Beach exceeds its contract capacity. Therefore, if San Diego notifies Imperial Beach that it has exceeded its contract capacity, either average capacity or peak capacity as set forth in Exhibit A, at any time during five or more days (from midnight to midnight) in any consecutive 90 day period, Imperial Beach shall develop and submit a plan of action and an implementation schedule to San Diego for its approval and acceptance. At a minimum, the plan shall describe how Imperial Beach proposes to stay within its contract capacity or how Imperial Beach proposes to increase its contract capacity in the SDMS. Imperial Beach's proposals may include, but are not limited to, increasing available capacity through participation in SDMS capital improvement projects, purchasing or transferring capacity from San Diego or an authorized agency, taking other measures such as the replacement of Imperial Beach system components experiencing infiltration and inflow and/or construction of peak flow retention structures or re-use facilities to reduce Imperial Beach's flow into the SDMS.

4.2.1 San Diego Review. In the event that Imperial Beach fails to submit the aforementioned plan of action and implementation schedule within six (6) months of the date Imperial Beach is notified by San Diego, or if San Diego reasonably determines that the submitted plan and schedule are insufficient or untimely to adequately address the matter, San Diego shall independently develop a notice of determination pursuant to Section 8.2.2.

4.2.2 Cost of Additional Capacity. In the event that sufficient capacity is available in existing infrastructure, such capacity may be made available to Imperial Beach, at the discretion of San Diego, upon payment commensurate with the required additional capacity. In addition to the transportation charge for the additional flow, Imperial Beach shall pay its proportionate share of capital improvement project costs for existing SDMS facilities used by Imperial Beach under this Agreement, including but not limited to the types described in Article 8. Imperial Beach's additional share of capital improvement project costs shall be based upon the relative additional amount of Imperial Beach's peak capacity as it relates to the design capacity of the respective SDMS facilities according to the following formula:

Imperial Beach's estimated share of capital improvement project costs = $(A/B) \times C$

Where: "A" is Imperial Beach's additional peak capacity;

"B" is the design capacity of the SDMS facilities; and

"C" is the capital improvement project cost of the SDMS facilities, expressed as the original cost unless the facilities had been rehabilitated, in which case the cost of rehabilitation shall be added to the original cost. In

the case of replacement, the replacement cost shall be used in lieu of the original cost for the portion of the facility that has been replaced.

4.3 No Limitation of Municipal Powers. San Diego has sole discretion to determine how to operate the SDMS in a safe, efficient and environmentally sound manner to avoid any risk to the health, safety and welfare of the public. Therefore, nothing in this Agreement shall be construed as precluding or limiting San Diego from taking any action reasonably necessary to prevent flow from Imperial Beach from endangering the health, safety, or welfare of the residents of the City of San Diego.

4.4 Diversion of Flow. Nothing in this Agreement shall preclude Imperial Beach from diverting all or part of its flow from the SDMS. However, prior to such diversion, Imperial Beach shall notify San Diego in writing at least six (6) months in advance and enter into an agreement with San Diego that, at a minimum, will require Imperial Beach to pay its proportionate share of outstanding capital improvement project costs, if payment of such outstanding costs upon diversion of flow is not already addressed by separate agreement pursuant to Sections 8.2.1.3 or 8.2.2.3. Imperial Beach will also be responsible for all transportation charges owed by Imperial Beach up to the time of diversion.

4.4.1 No Refunds. In no event shall Imperial Beach's diversion of all or part of its flow from the SDMS entitle Imperial Beach to any refund of previously remitted payments for capital improvement project costs, or forgiveness of amounts owed, if any, to San Diego for existing or increased contract capacity. Imperial Beach shall, however, retain such purchased contract capacity and may transfer such capacity rights to another authorized agency, subject to San Diego's approval. Imperial Beach's contract capacity may be reduced or eliminated by future capital improvement projects:

4.4.1.1 If a capital improvement project replaces a facility in which Imperial Beach has contract capacity, Imperial Beach's contract capacity is extinguished.

4.4.1.2 If a capital improvement project rehabilitates a facility in which Imperial Beach has contract capacity, Imperial Beach's contract capacity is reduced in proportion to the amount that the capital improvement project cost, when added to the original cost of the facility, reduces Imperial Beach's proportionate share of the total cost of the facility.

4.5 Fines and Penalties. Imperial Beach shall be responsible for the violation of any applicable laws, rules, or regulations associated with its discharge of flow into the SDMS. In the event a regulatory agency imposes any penalty or takes other enforcement action relating to the conveyance of flow through a SDMS facility listed in Exhibit B, if no determination of fault is made by the regulatory agency, San Diego shall reasonably determine whether itself or an authorized agency or agencies caused or contributed to such penalty or enforcement actions. San Diego shall allocate the penalty or other relief, including the costs of defense, to the authorized agency or agencies responsible. Each responsible party, whether an authorized agency or San Diego, shall be obligated to pay its share of such penalty or other relief, and any costs of defense. In the event that San Diego cannot make such an allocation, the cost of such penalty or other

relief shall be shared by all authorized agencies, including San Diego, using the SDMS facility proportionately based on the amount of flow. Imperial Beach shall have the ability to review any finding made by San Diego adverse to Imperial Beach and Imperial Beach shall have the right to defend any actions before the regulatory agency where San Diego claims that Imperial Beach is at fault.

ARTICLE 5 - MONITORING

5.1 Flow Monitoring Devices. In most cases, flow monitoring devices are already installed and paid for through the Regional Wastewater Disposal Agreement. If San Diego and/or Imperial Beach jointly determine that additional flow monitoring devices are needed beyond any Metro System flow monitoring devices, San Diego shall own and operate the flow monitoring devices as part of the Metro System monitoring devices and allocate costs as identified in the Regional Wastewater Disposal Agreement.

5.2 Equipment Maintenance. San Diego shall operate, maintain, manage and control the flow monitoring device(s) in an efficient and economical manner and preserve them in good repair and working order, all in accordance with recognized and sound engineering practices. San Diego shall provide flow reports to Imperial Beach on a regular basis but not less frequently than quarterly. Upon written request, San Diego shall provide Imperial Beach with the record of the field calibration for any meters in question. Imperial Beach shall have access to the electronic files.

5.3 Unmonitored Flows. Where the transported sewage is not monitored, San Diego and Imperial Beach shall mutually agree upon the estimated amount of flow generated from such service areas. If such an agreement cannot be made, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement. Imperial Beach shall keep current and accurate records of the number and types of structures for evaluation of gallons per day for flow into the SDMS lines. Such records shall be made available for San Diego upon written request.

ARTICLE 6 - TRANSPORTATION CHARGES

6.1 Transportation Charge. San Diego shall charge and Imperial Beach shall pay a transportation charge at the unit transportation rate, set forth in Exhibit C, per million gallons of flow for each mile such flow is transported in the SDMS.

6.1.1 Adjustments for Inflation. As a ministerial matter, this rate shall be adjusted annually for inflation in accordance with the State of California Economic Forecast Index for the most recent year ending December 31. Revised rates shall take effect July 1 of the following year. In no event will the rate be adjusted more frequently than once each fiscal year.

6.1.2 Periodic Adjustments. The unit transportation rate will be reviewed by San Diego every five (5) years, commencing from the date of its finalization, to ensure that it does not deviate substantially from actual costs incurred by San Diego for operation and

maintenance of the SDMS utilized by Imperial Beach. San Diego will adjust the unit transportation rate in accordance with either of the following methods:

6.1.2.1 San Diego will determine the average of the actual costs for the previous three (3) years, based on the formula and calculations used to devise the current transportation rate. If the average actual costs for the three-year period would have resulted in a transportation rate that is more than five percent (5%) less than or greater than the transportation rate being applied at the time of the analysis, the rate will be adjusted to an amount equal to the three-year average of actual expenses on the next scheduled increase date.

6.1.2.2 San Diego may conduct or procure, at its sole cost and expense, a cost of service study to determine the appropriate unit transportation rate. The unit transportation rate shall be adjusted in accordance with the results of the study on the next scheduled increase date. If Imperial Beach objects to the adjustment recommended by the study, the matter shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement.

6.1.3 Other Adjustments. Notwithstanding the above, San Diego may adjust the unit transportation rate at any time if a change in federal, state, or local laws or regulations, a court order, or an order from a regulatory agency materially affects the cost of providing sewage transportation service. In consultation with Imperial Beach, San Diego will adjust the unit transportation rate to reflect the actual cost to San Diego, effective the beginning of the next billing period. If Imperial Beach objects to the adjustment determined by San Diego, the matter shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement.

6.1.4 Updating Exhibit C. As a ministerial matter, and provided it has followed the procedures set forth herein, including any dispute resolution procedure, San Diego shall amend Exhibit C from time to time to reflect adjustments to the unit transportation rate, and provide Imperial Beach with an updated exhibit.

6.2 Billing. San Diego shall bill Imperial Beach on a quarterly basis for transportation charges no later than ninety (90) days after the end of the quarter to which the billing applies. Payment shall be made by Imperial Beach to San Diego within thirty (30) days of receipt of the billing and shall be considered delinquent fifteen (15) days thereafter. Late payments shall accrue interest at a rate of ten (10) percent per annum.

6.3 Payment Disputes. No payment shall be withheld by Imperial Beach because of a dispute as to its amount. Disputed payment shall be made with a notation as to the portion in dispute. Payment disputes shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement. Any amount determined to have been improperly allocated to Imperial Beach resulting in an overpayment shall be adjusted by San Diego as a credit to the next invoice following such determination, and shall accrue interest at a rate of ten (10) percent per annum, calculated from the date paid by Imperial Beach. In the event that the improper

allocation to Imperial Beach resulted in an underpayment, such amount shall be adjusted by San Diego as a debit to the next invoice following such determination.

ARTICLE 7 - OPERATION AND MAINTENANCE CHARGES FOR MUNICIPAL PUMP STATIONS

This section does not apply to Imperial Beach.

ARTICLE 8 - CAPITAL IMPROVEMENT PROJECTS

8.1 Planning. Imperial Beach and San Diego shall prepare the following plans and projections for one another to forecast future improvements that may be necessary to the SDMS:

8.1.1 Imperial Beach Plans. In accordance with Sections 3.2 and 3.3 of this Agreement, Imperial Beach shall provide San Diego with the projections (by fiscal year) of its flows and contract capacity requirements in those portions of the SDMS used by Imperial Beach. Imperial Beach shall also advise San Diego of any plans to acquire capacity outside the SDMS. This "Projected Flow Capacity Report" shall be updated annually. Imperial Beach shall also provide San Diego with such additional information requested by San Diego as necessary for SDMS planning purposes.

8.1.2 San Diego Plans. San Diego shall prepare a Ten Year Municipal Capital Improvement Plan for the SDMS that describes facilities necessary to convey all flows in compliance with applicable rules, laws and regulations. These Plans shall be updated annually. San Diego shall solicit and consider, in good faith, comments from Imperial Beach on the Capital Improvement Plan for those portions of the SDMS in which Imperial Beach has contract capacity or Imperial Beach is negotiating additional contract capacity.

8.2 Capital Improvement Projects. Imperial Beach and San Diego are obligated to pay for capital improvement projects for the SDMS that are needed to maintain existing contract capacity or to provide new contract capacity under the terms below, provided, however, that the decision whether or not to construct a capital improvement project shall be at the sole discretion of San Diego. As a ministerial matter, and provided San Diego has proceeded in the manner set forth in this Article 8, and the dispute resolution process found in Article 11, herein, San Diego shall amend Exhibit B from time to time to reflect future capital improvement projects in the list of SDMS facilities used by Imperial Beach, and provide Imperial Beach with an updated exhibit.

8.2.1 Maintenance of Existing Contract Capacity. As part of its planning efforts and the needs of the SDMS, and considering the planning information provided to San Diego by Imperial Beach, San Diego shall determine when capital improvement projects will be necessary to maintain Imperial Beach's existing contract capacity and the efficiency of the SDMS.

8.2.1.1 San Diego's determination shall be made following active and meaningful consultation between San Diego and Imperial Beach. This determination shall be

based on: (1) the type and location of any capital improvement projects necessary; (2) the projected costs of any necessary capital improvement projects; and (3) the allocation of the cost of any such capital improvement projects to Imperial Beach and San Diego calculated pursuant to Section 9.2. San Diego shall then prepare a notice of determination setting forth its conclusions and send said notice of determination to Imperial Beach.

8.2.1.2 Imperial Beach shall have six (6) months from the date of the notice of determination within which to either: (1) comment on or challenge all or part of San Diego's determination; (2) agree to the determination; or (3) commit, in writing, to obtain new sewage transportation services outside of the SDMS as described below. If Imperial Beach objects to San Diego's determination, Imperial Beach shall have the burden to commence and diligently pursue the formal dispute resolution procedures of Article 11 of this Agreement. If Imperial Beach fails to initiate dispute resolution within ninety (90) days after the expiration of the time to respond to the notice of determination set forth herein, San Diego's determination shall become final and binding on Imperial Beach, and Imperial Beach agrees to pay the capital improvement project costs and transportation charge set forth therein.

8.2.1.3 If San Diego and Imperial Beach agree on the capital improvement projects necessary to maintain existing contract capacity, San Diego and Imperial Beach shall enter into an agreement specifying the terms and conditions pursuant to which the capital improvement projects shall be undertaken. The agreement shall provide that Imperial Beach shall reimburse San Diego for its proportionate share of any capital improvement project costs accruing to Imperial Beach to maintain existing contract capacity.

8.2.2 Capital Improvement Projects to Provide Additional Contract Capacity. San Diego shall also, as part of its planning efforts, and considering planning information provided to San Diego by Imperial Beach, determine the adequacy of Imperial Beach's contract capacity or consider requests for additional contract capacity by Imperial Beach.

8.2.2.1 San Diego's determination shall be made following active and meaningful consultation with Imperial Beach. If San Diego determines that Imperial Beach requires additional contract capacity or agrees that it is able to provide additional contract capacity as requested by Imperial Beach, San Diego shall conduct a study to determine the following: (1) the amount of additional contract capacity needed or which may be provided; (2) the type and location of any capital improvement projects necessary to provide additional contract capacity; (3) the projected costs of any necessary capital improvement projects; and (4) the allocation of the cost of any such capital improvement projects calculated pursuant to Section 9.2. San Diego shall then prepare a notice of determination setting forth its conclusions and send said notice of determination to Imperial Beach.

8.2.2.2 Imperial Beach shall have six (6) months from the date of a notice of determination within which to either: (1) comment on or challenge all or part of San Diego's determination, (2) agree to the determination or (3) to commit, in writing, to obtain new sewage transportation services outside of the SDMS as described below; however, if San Diego's notice of determination was issued in response to Imperial Beach's plan of action and implementation schedule set forth in Section 4.2, Imperial Beach shall respond within sixty (60) days of the date of the notice of determination. If Imperial Beach objects to San Diego's determination, Imperial Beach shall have the burden to commence and diligently pursue the dispute resolution procedures of Article 11 of this Agreement. If Imperial Beach fails to initiate dispute resolution within ninety (90) days after the expiration of the time to respond to the notice of determination set forth herein, San Diego's determination shall become final and binding on Imperial Beach, and Imperial Beach agrees to pay the capital improvement project costs and transportation charge set forth therein.

8.2.2.3 If San Diego and Imperial Beach agree on the capital improvement projects necessary to increase contract capacity, San Diego and Imperial Beach shall enter into an agreement specifying the terms and conditions pursuant to which the capital improvement projects shall be undertaken. The agreement shall provide that Imperial Beach shall reimburse San Diego for its proportionate share of any capital improvement project costs accruing to Imperial Beach to increase contract capacity.

8.3 Option to Divert Flow. Notwithstanding the foregoing, upon notice of San Diego's determination regarding additional capacity Imperial Beach may choose, at its sole discretion, to divert all or part of its flow from the SDMS pursuant to Section 4.4.

ARTICLE 9 - CAPITAL IMPROVEMENT CHARGES

9.1 Charges for Existing Facilities. The Parties agree that no reimbursements are due from Imperial Beach to San Diego for existing facilities which are used by Imperial Beach for the transportation of its sewage through the SDMS.

9.2 Calculation of Capital Improvement Project Costs for Future Facilities. In addition to the transportation charge, Imperial Beach shall pay its proportionate share of capital improvement project costs for SDMS facilities constructed in the future for, or used by, Imperial Beach under this Agreement including but not limited to the types described in Article 8. Capital improvement projects, their estimated costs, and the proportionate share of expenses for Imperial Beach shall be included as addendums to this Agreement as they are initiated. Final, actual costs shall be used for billing Imperial Beach. Imperial Beach's share of future capital improvement project costs shall be based upon the relative amount of Imperial Beach's peak capacity as described in Exhibit A and as it relates to the design capacity of the respective SDMS facilities, according to the following formulas:

Where: “A” is Imperial Beach’s peak capacity;
 “B” is the design capacity of the SDMS facility;
 “C” is the estimated capital improvement project cost of the SDMS facility constructed for or used by Imperial Beach;
 "D" is the remaining useful life of the existing SDMS facility; and
 "E" is the estimated useful life of the new SDMS facility.

9.2.1 Capital Improvement Projects for Both Parties. For new SDMS facilities, or for repair, rehabilitation, or replacement of SDMS facilities that have reached the end of their useful life, or if replacement of SDMS facilities is needed to increase the design capacity because of an increase in flow from both Imperial Beach and San Diego, Imperial Beach’s estimated share of capital improvement project costs = $(A/B) \times C$.

9.2.2 Capital Improvement Projects for San Diego. For replacement of SDMS facilities that have not reached the end of their useful life, to increase the design capacity, due solely to an increase in flow from San Diego and/or other involved agencies, Imperial Beach’s estimated share of capital improvement project costs = $(A/B) \times C \times ((E-D)/E)$.

9.2.3 Capital Improvement Projects for Imperial Beach. For replacement of SDMS facilities that have not reached the end of their useful life, to increase the design capacity, due solely to an increase in flow from Imperial Beach, Imperial Beach’s estimated share of capital improvement project costs = $C - [((B - A)/B) \times C \times ((E-D)/E)]$.

9.3 Billing. San Diego shall bill Imperial Beach for its share of capital improvement costs as described above. Billings for design and subsequent project costs shall be issued immediately following the City’s remittance for payment of same. The billings shall be in an amount equal to Imperial Beach’s share of the amount expended on the capital improvement project during the relevant invoice period based on the formula described above. Payment shall be made within thirty (30) days of receipt of the billing and shall be considered delinquent fifteen (15) days thereafter. Late payments shall accrue interest at ten (10) percent per annum. No payment shall be withheld by Imperial Beach because of a dispute as to its amount. Disputed payments shall be made with a notation as to the portion in dispute. Payment disputes shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement. Any amount determined to have been improperly allocated to Imperial Beach shall be issued to the Imperial Beach as a refund plus ten (10) percent interest calculated per annum from the date the disputed payment was made by Imperial Beach within thirty days following such determination.

ARTICLE 10 – DURATION OF AGREEMENT

10.1 Effective Date. This Agreement shall become effective thirty days after execution by San Diego and Imperial Beach.

10.2 Term of Agreement. Subject to the rights and obligations set forth in Sections 10.3, 10.4 and 10.5 below, this Agreement shall expire on December 31, 2050 or upon the expiration or termination of the Regional Wastewater Disposal Agreement, whichever occurs first. Any outstanding obligation of Imperial Beach to pay its proportionate share of capital improvement project costs or refunds owed shall survive termination of this Agreement prior to December 31, 2050.

10.3 Extension of Agreement. This Agreement is subject to extension by agreement of the parties. The parties shall commence discussions on an agreement to provide sewage transportation services beyond the year 2050 on or before December 31, 2040.

10.4 Contract Termination. If in the future, Imperial Beach is able to obtain alternate sewage transportation services, Imperial Beach may divert some or all of its flow from the SDMS pursuant to Section 4.4. This Agreement shall terminate if Imperial Beach's contract capacity in the SDMS is extinguished pursuant to Section 4.4.1.1.

10.5 Abandonment. San Diego may cease operation and maintenance of all or part of the SDMS upon delivery of notice to Imperial Beach ten (10) years in advance of said abandonment. Upon notice by San Diego to abandon the SDMS, the parties shall meet and confer over the nature and conditions of such abandonment. In the event the parties cannot reach agreement, the matter shall be resolved pursuant to the dispute resolution procedure set forth in Article 11 of this Agreement. In the event of abandonment, San Diego shall retain ownership of all SDMS assets free from any claim of Imperial Beach.

ARTICLE 11 - DISPUTE RESOLUTION

11.1 Application. This Article shall govern all disputes arising out of this Agreement. There shall be no other condition precedent or claims requirement other than those enumerated in this Agreement.

11.2 Mediation. Upon delivery of a written request for mediation to the other party involved, any dispute concerning this Agreement may be submitted to a mutually acceptable mediator. The decision of the mediator shall not be final or binding unless otherwise agreed to in writing by the parties.

11.2.1 Condition Precedent to Litigation. Mediation shall be required before either party may proceed to litigation or any other method of dispute resolution. If a mediation session has not been held within ninety (90) days after written request for mediation has been received by either party, the party requesting mediation may proceed to litigation unless the period for mediation has been extended by mutual written agreement between the parties.

11.2.2 Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice

produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.2.3 Evidence. All mediation proceedings, results and documentation, shall be non-binding and inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Code Sections 1115 through 1128), unless such admission is otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery. Any and all limitations of actions are tolled during any mediation proceedings.

11.3 Performance Required During Dispute. Nothing in this Article shall relieve either San Diego or Imperial Beach from its obligation to perform all of their obligations under this Agreement. San Diego and Imperial Beach shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

ARTICLE 12 - INSURANCE

12.1 San Diego Shall Maintain All Required Insurance. San Diego shall maintain all insurance required by law.

12.1.1 Workers' Compensation Insurance. San Diego is currently self-insured for Workers Compensation for all San Diego employees.

12.1.2 Public Liability Insurance. San Diego is currently self-insured for its public liability insurance, which includes general liability and automobile liability coverage for property damage and bodily injury claims. San Diego budgets annually for its self-administered claims program handled through the Risk Management Department. Claims are processed and administered in accordance with the California Government Code Sections 900 *et seq.*

12.2 Substantially Equivalent Coverage. If the SDMS is transferred to another entity pursuant to Article 2, coverage substantially equivalent to all the above provisions shall be maintained by any successor in interest.

ARTICLE 13 – GENERAL PROVISIONS

13.1 Force Majeure. In the event performance under this Agreement is delayed due to causes which are outside the control of the Parties and their agents, and could not be avoided by the exercise of due care, which includes but is not limited to war, terrorist attack, act of God, government regulations, labor disputes, strikes, fires, floods, adverse weather, or inability to obtain materials, labor or equipment, both Parties will be entitled to an extension in time of performance equivalent to the length of delay.

13.2 Governing Law. This Agreement is intended to be construed pursuant to the laws of the State of California. In addition, parties agree that this Agreement has been entered into in San Diego County and concerns subject matter located in San Diego County.

13.3 Notices. All notices required to be given under this Agreement must be in writing and either served personally or mailed by certified mail, return receipt requested to:

City of Imperial Beach
Public Works Director
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

Copy to City Clerk, City of Imperial Beach

City of San Diego
Director of Public Utilities
Public Utilities Department
9192 Topaz Way
San Diego, CA 92123

13.4 Waiver of Breach. No failure of either San Diego or Imperial Beach to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of the Agreement shall continue in full force and effect without respect to any other then existing or subsequent breach.

13.5 Exhibits. This Agreement references certain exhibits. Each exhibit is attached to this Agreement, and is also incorporated herein by reference. The exhibits are as follows:

Exhibit A	Contract Capacity
Exhibit B	Facilities Used by Imperial Beach
Exhibit C	Unit Transportation Rate
Exhibit D	Sewer Cross-Connection Structures

13.6 Amendment of Agreement. Except as provided in this Agreement, and recognizing that changes to Contract Capacity (Exhibit A), Facilities Used by Imperial Beach (Exhibit B), Transportation Charge (Exhibit C), and Sewer Cross-Connection Structures (Exhibit D) are ministerial, this Agreement may be amended or supplemented only by a mutual agreement in writing between San Diego and Imperial Beach stating the parties' intent to amend or supplement the Agreement.

13.7 Drafting of Agreement. It is acknowledged that San Diego and Imperial Beach, with the assistance of competent counsel, have participated in the negotiation of this Agreement and that any ambiguity should not be construed for or against either San Diego or Imperial Beach.

13.7.1 Understanding of Intent and Effect of Agreement. The parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.

13.8 Integration Clause. San Diego and Imperial Beach represent, warrant and agree that no promise or agreement not expressed herein has been made to them, that this Agreement contains the entire agreement between the parties, that this Agreement supersedes any and all prior agreements or understandings between the parties unless otherwise provided herein including but not limited to the provisions of Section 13.6 of this Agreement, and that the terms of this Agreement are contractual and not a mere recital; that in executing this Agreement, neither party is relying on any statement or representation made by the other party, or the other party's representatives concerning the subject matter, basis or effect of this Agreement other than as set forth herein; and that each party is relying solely on its own judgment and knowledge.

13.9 Third Party Beneficiaries. This Agreement does not confer any rights on any person who is not a party to this Agreement, and any third party beneficiaries are hereby expressly disclaimed.

13.10 Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of both San Diego and Imperial Beach, and each of its respective successors, assigns, trustees or receivers.

13.11 Severability. Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either or both parties' essential objectives set forth in this Agreement.

13.12 Headings. All Section headings are for convenience only and shall not affect the interpretation of this Agreement.

13.13 Signature Authority. Each party represents and warrants that its respective obligations herein are legal and binding obligations of such party, that each party is fully authorized to enter into this Agreement, and that the person signing this Agreement hereinafter for each party has been duly authorized to sign this Agreement on behalf of said party.

13.14 Restrictions on Veto of Transfers and Acquisitions of Capacity. Imperial Beach understands and specifically recognizes that with respect to transfer and acquisition of capacity in the SDMS or the creation of additional capacity in the SDMS for any other authorized agency,

Imperial Beach does not have the right to veto or prevent the transfer of capacity by and among other agencies or with San Diego, or to veto or prevent the creation or acquisition of capacity for another authorized agency or agencies. Imperial Beach recognizes that by signing this Agreement Imperial Beach has expressly pre-approved such actions. The sole right of Imperial Beach to object to any of the foregoing shall be through expression of its opinion to San Diego and, where applicable, through exercise of its rights under the dispute resolution provisions of this Agreement.

13.15 Other Agreements. Nothing in this Agreement limits or restricts the right of San Diego or Imperial Beach to make separate agreements with other agencies without the need to amend this Agreement, provided that such agreements are consistent with this Agreement. This Agreement is not intended to nor shall it in any way supersede or modify the terms and conditions of the Regional Wastewater Disposal Agreement or any amendments thereto.

13.16 Counterparts. This Agreement may be executed in counterparts. The counterparts so executed shall constitute one Agreement notwithstanding that the signatures of all parties do not appear on the same page.

13.17 Annexation of Agency Area to the City of San Diego. In the event that all or part of the area served by Imperial Beach is annexed into San Diego, this Agreement shall be null and void with respect to the annexed territory. Imperial Beach's obligations to pay transportation charges or capital improvement project costs associated with that annexed area shall cease after the date of annexation. For purposes of determining the date of cessation of these costs, the date of annexation shall be the effective date as determined by LAFCO.

13.17.1 Bond Indebtedness. Notwithstanding the effect of the above provisions, nothing in this Section shall be construed as relieving Imperial Beach of any obligations concerning bond indebtedness that was incurred by Imperial Beach prior to the annexation, except to the extent that the obligation involves San Diego and Imperial Beach prior to annexation, in which case San Diego shall become responsible for that portion of Imperial Beach's obligation to the extent that the obligation was incurred for the annexed area, if obligations for bond indebtedness are calculated based on geographical size, acreage, or connections.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or his/her designee, pursuant to Ordinance No. O-_____ authorizing such execution, and by Imperial Beach acting by and through _____.

CITY OF IMPERIAL BEACH

CITY OF SAN DIEGO

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

By: _____

I HEREBY APPROVE the form and legality of the forgoing agreement this ____ day of _____, 2011.

Name: _____

JAN I. GOLDSMITH, City Attorney

Date: _____

By: _____
Deputy City Attorney

**EXHIBIT A
CONTRACT CAPACITY**

IMPERIAL BEACH

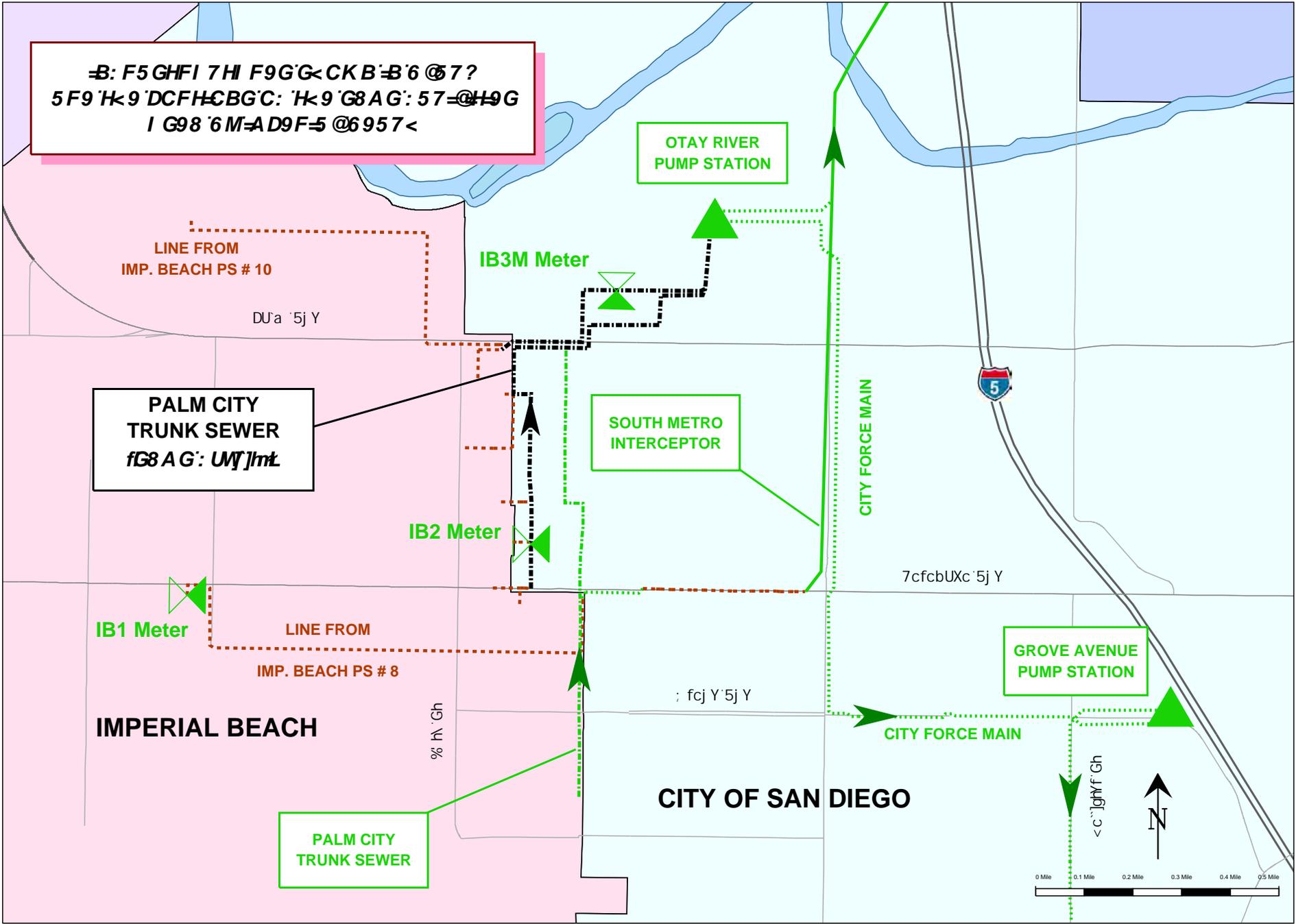
SDMS Facility	SDMS Facility Total Length (mi)	Usage Start Manhole	Usage End Manhole	SDMS Facility Usage (mi)	Average Capacity (mgd)	Peak Capacity (mgd)
(TS 75) PALM CITY TRUNK SEWER	2.58	J34S115 & J34S172	J33S86	1.70	3.12	4.80
Overall :					3.12	4.80

NOTES:

- 1 Metro facilities and non-city sewer lines are excluded from this table.
- 2 Average and Peak Capacity is based on Agreement of 1984 between the City of San Diego and the City of Imperial Beach for the Financing and Operation of the Palm City Trunk Sewer System.

THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Copyright SanGIS. All Rights Reserved. This product may contain information from the SANDAG Regional Information System, which cannot be reproduced without written permission of SANDAG. This product may contain information which has been reproduced with permission granted by Thomas Brothers Map.

57-019G I G98 6M-AD9F-5 @6957<
5F9'Hk9'DCFHCBG'C: 'Hk9'G8AG: 57-019G
IB: F5GHFI 7HI F9G'G<CKB'B'6 @7?



Date Printed : 02-01-10 J Richards



J:\GROUPS\ADS\Transportation Agreement Maps\Imperial Beach - REVISED

9L<6#H'6
: 57-019G I G98 6M-AD9F-5 @6957<
G9K 5; 9'HF5BGDCFH5HCB'5; F99A9BH



EXHIBIT C UNIT TRANSPORTATION RATE

I. Computation Methodology:

The Transportation Rate is based on O & M costs associated with the use of the conveyance systems and billing units in terms of Million Gallons-Miles (MG-Mile). O&M Costs are apportioned between small diameter pipes (SDP) defined as less than eighteen inches and large diameter pipes (LDP) defined as equal to or greater than eighteen inches based on the costs to service large diameter pipes. This method provides information on the amount of flow, the individual lines utilized for transport, and the total mileage used in the municipal system.

II. Base Transportation Rate:

Pipe Diameter	Billing Units	MG-miles	Length, miles	O&M Cost	Unit cost \$/mg -mile	Agency		Rate \$/mg -mile
						Billing Units, MG-miles	Cost	
<18"		329,722	2,538	\$52,790,764	\$160.11	2,255	\$361,041	\$0.77
=>18"		1,407,607	281	\$4,612,328	\$3.28	469,428	\$1,538,182	\$3.26
Total		1,737,329	2,819	\$57,403,092		471,683	\$1,899,223	\$4.03

III. Transportation Rate effective July 1, 2008 through June 30, 2009 is \$4.16¹

¹ The base transportation rate adjusted by the average inflation rate for California in 2007 of 3.2% per the State of California Economic Forecast Index. This is consistent with Section VI.A. of the Municipal Sewage Transportation Agreement.

IV. Transportation Rate effective July 1, 2009 through June 30, 2010 is \$4.30²

² The base transportation rate adjusted by the average inflation rate for California in 2008 of 3.4% per the State of California Economic Forecast Index. This is consistent with Section VI.A. of the Municipal Sewage Transportation Agreement.

V. Transportation Rate effective July 1, 2010 through June 30, 2011 is \$4.30³

³ The base transportation rate adjusted by the average inflation rate for California in 2009 of -0.1% per the State of California Economic Forecast Index (website: <http://sacramentoforecastproject.org/ca/CALIF.htm>). This is consistent with Section VI.A. of the Municipal Sewage Transportation Agreement.

VI. Transportation Rate effective July 1, 2011 through June 30, 2012 is \$4.36⁴

⁴ The base transportation rate adjusted by the average inflation rate for California in 2010 of 1.4% per the State of California Economic Forecast Index (website: <http://sacramentoforecastproject.org/ca/CALIF.htm>). This is consistent with Section VI.A. of the Municipal Sewage Transportation Agreement.

THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Copyright SanGIS All Rights Reserved. This product may contain information from the SANDAG Regional Information System, which cannot be reproduced without written permission of SANDAG. This product may contain information which has been reproduced with permission granted by Thomas Brothers Maps.

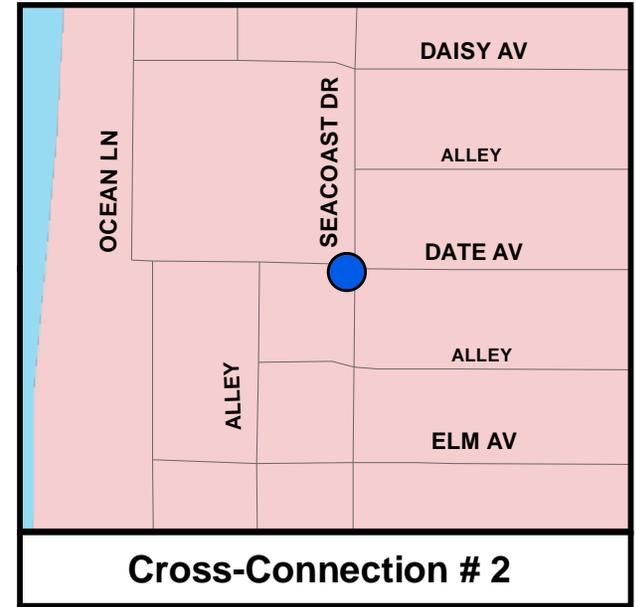
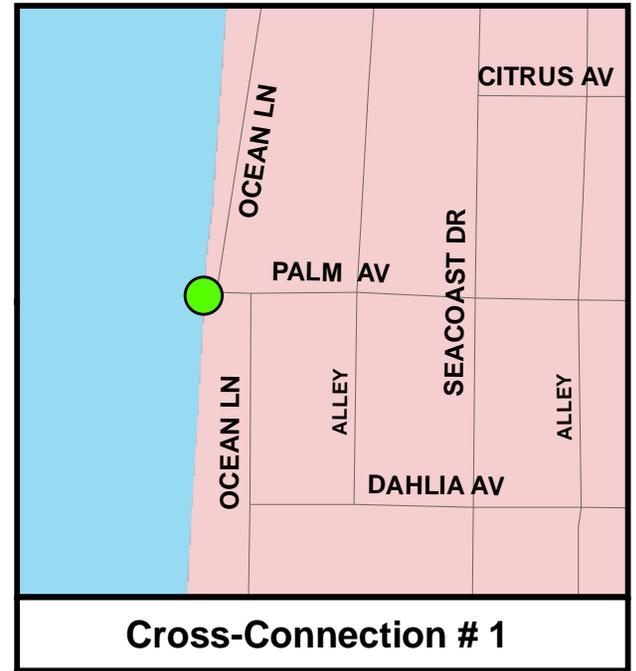
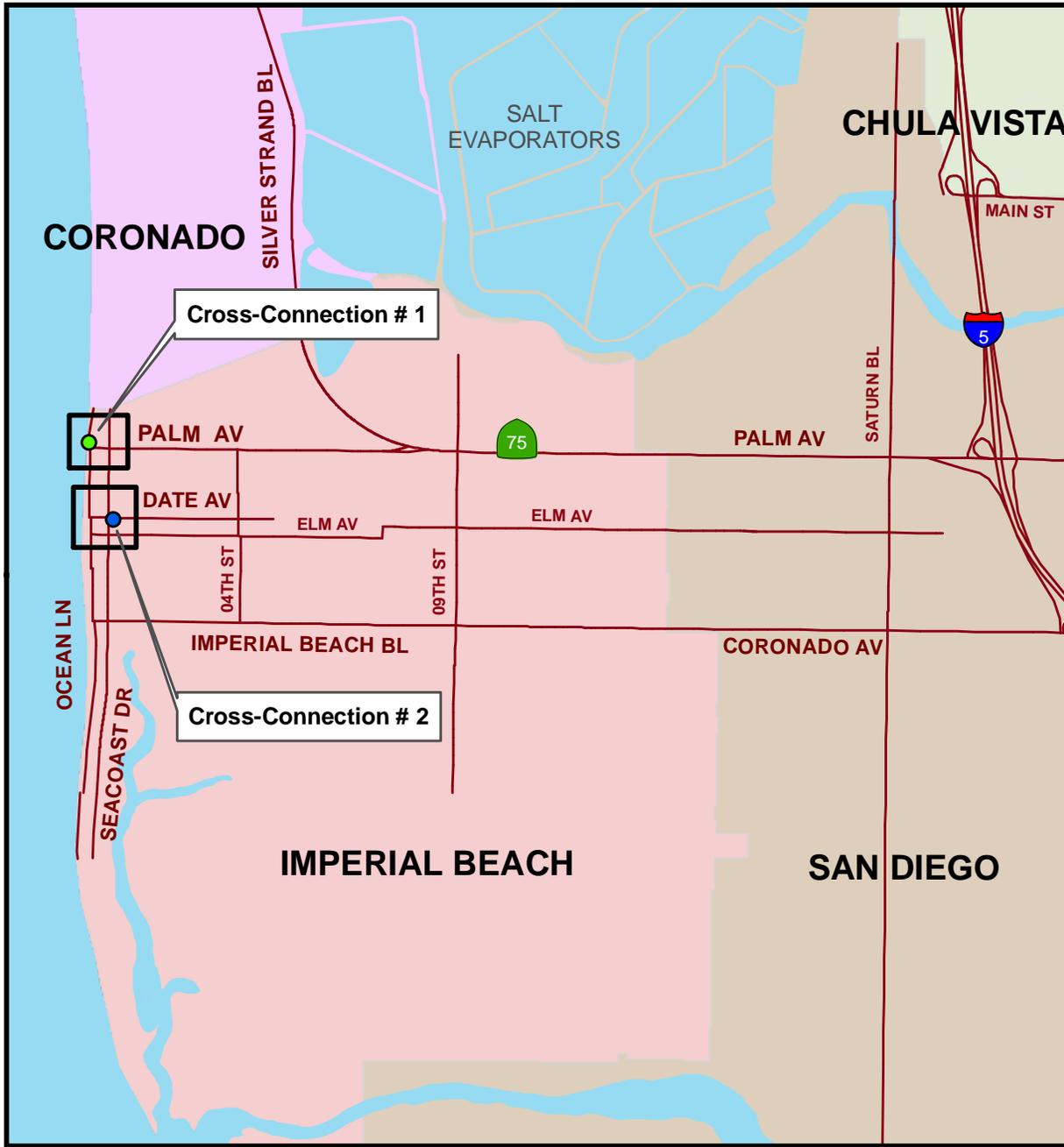


EXHIBIT D THE CITY OF IMPERIAL BEACH SEWER CROSS-CONNECTION STRUCTURE LOCATIONS





**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: NOVEMBER 16, 2011

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR *GW*

SUBJECT: ADOPTION OF RESOLUTION NO. 2011-7113 AUTHORIZING APPROVAL AND EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH REGARDING THE CONTRIBUTION OF \$1 MILLION OF FUNDING TOWARDS THE REGIONAL BEACH SAND PROJECT II

BACKGROUND:

On November 7, 2007, the City Council authorized City staff to enter into a Memorandum of Understanding (MOU) with SANDAG to initiate the preliminary planning activities of a second Regional Beach Sand Project (RBSP II). The costs of preliminary planning activities totaled \$500,000 of the \$22 million estimated project cost. These activities included the investigation of offshore sand sources and preliminary design of the project. Imperial Beach's share for these activities was \$31,000 under the terms of the MOU.

On February 4, 2009, the City Council authorized the City Manager to enter into the MOU with SANDAG to participate in RBSP II and to provide its share of funding for environmental review, permitting, and the preparation of final engineering plans for the project. Imperial Beach's share of this amount was \$13,937. Also on February 4, 2009, the City Council was advised that participating jurisdictions had been asked whether or not they would like to assess and analyze the possibility of expanding the scope of the project (i.e., amount of sand and the length of the placement site) beyond that of the original project with any increase in the amount of sand being paid for by the participating city. The City Council supported having SANDAG's consultant consider in its environmental review the expansion of the project to a larger quantity of sand and an increase in the length of size of the receiver site. The City Council also supported the recommendation that the City receive its beach sand from the Mission Beach borrow site.

The proposed project provides for two alternatives for Imperial Beach. Alternative 1 would provide 120,000 cubic yards of sand (the same amount of sand as RBSP I) along a 2,310-foot-long beach fill with a width of 120 feet. Alternative 2 would provide up to 650,000 cubic yards of sand and would be extended a total distance of 5,750 feet in length from just north of Dahlia Avenue to near the end of South Seacoast Drive at a width of 260 feet. The wide range

between these two alternatives would allow for an amount of sand anywhere between 120,000 and 650,000 cubic yards of sand to be placed on the beach.

On March 2, 2011, the City Council and Redevelopment Agency approved Amendment No. 1 to the MOU between SANDAG and the City of Imperial Beach which authorized the expenditure of \$174,003 to fund the biological and shoreline monitoring, planning contingency for permitting requirements, and construction management for the project. The Amendment also committed the City to funding for construction of at least Alternative 1.

Also on March 2, 2011, the City Council directed SANDAG to process the necessary permits for the project that would allow construction of Alternative 2 (up to 650,000 cubic yards of sand) for the RBSP II. The City Council also supported the City's effort to seek re-allocation of \$4.2 million of State Department of Boating and Waterways (DBW) funds previously under contract for the Army Corps of Engineers Imperial Beach – Silver Strand Shoreline Beach Replenishment Project to the RBSP II. Finally, the City Council also supported the City's effort to seek Port funding for the RBSP II. All of this was done in an effort to place as much sand as possible on the beach for construction of the RBSP II Project.

The EIR for the project was completed and approved by the SANDAG on May 27, 2011, and a consolidated coastal permit for the project was approved by the Coastal Commission on June 16, 2011. A Port District Coastal Permit was also required for Imperial Beach's portion of the project and it was approved on August 9, 2011.

On October 19, 2011, the City Council authorized approval of Amendment No. 2 to the MOU with SANDAG to provide for the allocation of additional funds to the RBSP II project. Specifically, this allowed for the \$4.2 million of DBW funds and \$1 million of San Diego Unified Port District (the "Port") funds to be contributed to the project to provide additional sand to Imperial Beach.

DISCUSSION:

As reported to the City Council on October 19, 2011, the \$1 million provided by the Port for this project requires a separate MOU between the City and the Port. Attached to this staff report is a Draft MOU which provides for the contribution of these funds. The attached MOU is currently scheduled for consideration by the Board of Port Commissioners at their meeting on December 13, 2012. As also reported on October 19, 2011, given the current cost estimates for the project, the amount of additional funding provided on behalf of the City will allow for the placement of a total of approximately 416,000 cubic yards of sand on the beach.

Since the October 19th City Council meeting, SANDAG staff has advised participating cities that the project schedule has been pushed back at least two weeks. At last report, bid advertising was pushed from October 24th to November 7, 2011. We are still awaiting work on the revised schedule; however, construction commencement should not be significantly altered, if at all.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

A Draft Environmental Impact Report/Environmental Assessment (EIR/EA) was prepared for the project and circulated for public review with SANDAG as the state lead agency responsible for compliance with CEQA and the United States Army Corps of Engineers as the federal lead agency responsible for compliance with the National Environmental Policy Act of 1969 (NEPA). The Final EIR was approved by the SANDAG Board of Directors on May 27, 2011.

The EIR/EA determined that no long-term significant impacts are expected to occur from implementation of the project as proposed and as described above for the City of Imperial Beach. Sand placement would occur around the clock, on a 7-day/24-hour basis, with 14 construction days estimated for Alternative 1 and 70 construction days estimated for Alternative 2. These longer construction hours would result in more efficient construction and greater production rates, and would allow for more sand to be placed on Imperial Beach. Although not identified as a significant impact, these construction hours may necessitate issuance of a noise variance.

FISCAL IMPACT:

Funds in the amount of \$200,000 have been budgeted for sand replenishment as outlined in the Cooperative Agreement between the City of Imperial Beach and the Imperial Beach Redevelopment Agency. A total of \$174,003.00 is identified in Amendment No. 1 of the MOU for the remaining phases of the project to implement Alternative 1 as described above. A total of \$5,200,000 will be provided by the Stated DBW and the Port District on behalf of the City of Imperial Beach as outlined in Amendment No. 2 of the MOU to allow for construction of Alternative 2 (placement of between 120,000 and 650,000 cubic yards).

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2011-71113 authorizing the approval and execution of a Memorandum of Understanding between the San Diego Unified Port District and the City of Imperial Beach regarding the contribution of \$1,000,000 of funding towards the Regional Beach Sand Project II.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Draft Memorandum of Understanding (MOU) between the San Diego Unified Port District and the City of Imperial Beach

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO UNIFIED PORT DISTRICT
AND CITY OF IMPERIAL BEACH FOR FUNDING
FOR THE SANDAG REGIONAL BEACH SAND PROJECT II**

This Memorandum of Understanding (MOU) specifies the relationship between the San Diego Unified Port District (District) and the City of Imperial Beach (City) for the SANDAG Regional Beach Sand Project II (Sand Replenishment Project) in Imperial Beach.

WHEREAS, the City and SANDAG have a Memorandum of Understanding (MOU) for sand replenishment of the Imperial Beach Shoreline; and

WHEREAS, the District in the FY 2009-2013 Capital Improvement Program, allocated funding for sand replenishment (Imperial Beach Sand Replenishment, reference No. 36A); and

WHEREAS, the District approved funding not to exceed \$1,000,000 for the cost of sand replenishment in Imperial Beach;

WHEREAS, the City has contracted with the California Department of Boating and Waterways (DBW) for \$4,200,000 for the placement of sand on the Imperial Beach shoreline; and

WHEREAS, the District has agreed to contribute funding not to exceed \$1,000,000 to the Project on behalf of the City, which contribution will cover the fifteen percent (15%) local match required by DBW for all additional DBW funds expended on the Project with the remainder of the funds paying for additional sand for the Project;

NOW THEREFORE, the parties hereto agree to enter into this MOU effective this 13th day of December, 2011:

1. SANDAG will manage the placement of additional sand in coordination with the City and involve the City staff in the implementation of the Project.
2. The District will provide to the City the necessary funding to offset a portion of the project costs in an amount not to exceed \$1,000,000, which contribution will cover the fifteen percent (15%) local match required by DBW for all additional DBW funds expended on the Project with the remainder of the funds paying for additional sand for the Project.
3. SANDAG will invoice the City on or about January 2012 for its share of the project costs, \$1,000,000 of which will be provided by the District.
4. Within thirty (30) days of receipt of invoice, the District will submit complete payment to the City.
5. The District and the City agree that the District shall assume no responsibility or liabilities associated either directly or indirectly with the sand replenishment project. The

City shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the District and its Commissioners, officers, employees, and agents for any and all liability, claims, judgments or demands arising directly or indirectly out of the obligations undertaken in connection with this MOU and/or in connection with the Sand Replenishment Project except claims or litigation arising through the sole active negligence or willful misconduct of the District or its Commissioners, officers, employees, and agents. It is the intent of this paragraph that the City indemnify and hold harmless the District for any actions of the City or the District except for those arising out of the sole active negligence or willful misconduct of the District, including, but not limited to, claims based upon the District's alleged breach of any statutory duty or obligation of the City's duty under contracts with third parties. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue the District for liabilities arising out of the Sand Replenishment Project.

6. In case of any unforeseen circumstances or a dispute relating to this MOU, the City and the District will meet in good faith to resolve issues.
7. The District shall have the right to audit the City's records pertaining to the Sand Replenishment Project and the City agrees to make available, upon reasonable notice, documentation certifying the use of the District's funds. In the event that an audit of the Sand Replenishment Project determines that District funds were used for purposes inconsistent with this MOU, the City shall promptly reimburse the District those funds deemed inconsistent with this MOU.
8. In the event that all the District and DBW funds are not used by SANDAG for the Sand Replenishment Project and the unused funds are refunded to the City, the City shall prorate the unused funds based on the ratio of funds originally provided by DBW and the District, and refund to the District the District's proportionate share.
9. This MOU shall commence effective on the date set forth above and shall continue until completion of the Sand Replenishment Project located at Imperial Beach, or until termination of the Project by SANDAG.
10. This MOU constitutes the District's and the City's entire agreement and understanding with respect to all matters referred to in this MOU. There are no representations, agreements, understandings, or covenants between the parties relating to the subject matter of this MOU, except as specifically set forth in this MOU. No amendment or modification of the MOU shall be effective unless expressly set forth in writing and executed by the parties.

GARY R. BROWN
City Manager
City of Imperial Beach

JEFFREY B. MCENTEE
CFO/Treasurer
San Diego Unified Port District





STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: NOVEMBER 16, 2011
ORIGINATING DEPT.: PUBLIC WORKS *HAL*
SUBJECT: RESOLUTION AWARDING CONTRACT FOR STREET IMPROVEMENTS, RDA, PHASE 3B PROJECT (CIP S04-108)

BACKGROUND: On September 17, 2008, the Redevelopment Agency adopted Resolution No. R-08-158 authorizing the Street Improvement, RDA, Phase 3 to be segmented into two segments, Segment A and Segment B, which staff has labeled Street Improvements, RDA Phase 3A and Street Improvements, RDA Phase 3B respectively. The resolution authorized Street Improvements, RDA Phase 3A to continue to be constructed in the winter of 2008/2009 to spring of 2009 and Street Improvements, RDA Phase 3B to be deferred, with construction scheduled to complete at or near the completion of the Seacoast Inn Project. Segment A was to include the street overlay and other improvements of Silver Strand Blvd., 3rd Street, 2nd Street, Ebony Avenue and Seacoast Drive between Palm Avenue and Daisy Avenue. Segment B would include Seacoast Drive improvements from Daisy Avenue south to Imperial Beach Blvd.

Street Improvements Phase 3A was advertised for requests for proposals in October/November 2008 and was awarded to the lowest bidder on November 16, 2008 – Sim J. Harris Inc. at a bid price of \$945,000.02. Street Improvements RDA Phase 3A construction was completed in June, 2009.

Seacoast Inn is currently under construction with an estimated construction completion and grand opening in late summer/early fall of 2012. In order to not have Seacoast Drive under construction during the summer months, staff has proceeded with the advertisement for construction of Street Improvements RDA Phase 3B.

DISCUSSION: Street Improvements RDA Phase 3B was advertised for requests for bids on October 6, 2011 through November 3, 2011 in the I.B. Eagle and Times newspaper and e-bid board. A mandatory pre-bid meeting was held October 18, 2011. Approximately 20 general contractors and/or subcontractors attended the mandatory pre-bid meeting. The bid opening was Thursday, November 3, 2011 at 2:00 p.m.

The lowest responsive and qualified bidder for the Street Improvements RDA Phase 3B project, CIP S04-108, was from PAL General Engineering, Inc. at a bid price of \$1,550,758

The contractors who submitted proposals along with their proposal amounts are as listed below:

- | | |
|-----------------------------------|----------------|
| 1. PAL General Engineering, Inc. | \$1,550,758.00 |
| 2. New Century Construction, Inc. | \$1,597,398.50 |

3. Western Rim Constructors	\$1,608,841.28
4. LB Civil Construction, Inc.	\$1,649,212.00
5. HTA Engineering & Construction, Inc.	\$1,790,874.00
6. Hazard Construction	\$2,079,530.00

Engineer's Estimate for this project was \$1,600,000

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA. This project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302(c): Replacement or Reconstruction of Existing Utility Systems and Facilities.

FISCAL IMPACT:

Adopted Budget for Street Improvements RDA Phase 3B is \$2,000,000.

Expenditures / Obligations as of November 2011 for Street Improvements RDA Phase 3B:

- Nasland Engineering, Inc. \$ 5,300
- City Expenses \$ 1,000
- PAL General Engineering, Inc. \$1,550,758

Future Estimated Expenses:

- Nasland Engineering, Inc. \$ 60,000
- City Inspection and Administration \$ 30,000

o Total Estimated Expenses \$1,647,058

There are sufficient funds available to construct the project as designed.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Authorize the execution of a contract with the lowest responsive bidder.
3. Adopt the attached resolution authorizing the City Manager to execute a construction contract and purchase order with the lowest responsive bidder in the amount bid by the lowest responsive bidder.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7116

RESOLUTION NO. 2011-7116**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARING CONTRACT FOR STREET IMPROVEMENTS, RDA, PHASE 3B PROJECT (CIP S04-108)**

WHEREAS, on September 17, 2008, the Redevelopment Agency adopted Resolution No. R-08-158 authorizing the Street Improvement, RDA, Phase 3 to be segmented into two segments, Segment A and Segment B, which staff has labeled Street Improvements, RDA Phase 3A and Street Improvements, RDA Phase 3B respectively; and

WHEREAS, the resolution authorized Street Improvements, RDA Phase 3A to continue to be constructed in the winter of 2008/2009 to spring of 2009 and Street Improvements, RDA Phase 3B to be deferred, with construction scheduled to complete at or near the completion of the Seacoast Inn Project; and

WHEREAS, segment A was to include the street overlay and other improvements of Silver Strand Blvd., 3rd Street, 2nd Street, Ebony Avenue and Seacoast Drive between Palm Avenue and Daisy Avenue; and

WHEREAS, Segment B would include Seacoast Drive improvements from Daisy Avenue south to Imperial Beach Boulevard; and

WHEREAS, Seacoast Inn is currently under construction with an estimated construction completion and grand opening in late summer/early fall of 2012; and

WHEREAS, Street Improvements RDA Phase 3B was advertised for requests for proposals on October 6, 2011 through November 3, 2011 in the I.B. Eagle and Times newspaper and e-bid board; and

WHEREAS, the bid opening was scheduled for Thursday, November 3, 2011 at 2:00 p.m; and

WHEREAS, the bids were opened as scheduled and the lowest responsive and qualified bidder for the Street Improvements RDA Phase 3B project, CIP S04-108, was from PAL General Engineering, Inc. at a bid price of \$1,550,758; and

WHEREAS, Engineer's Estimate for this project was \$1,600,000.

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

1. The above recitals are true and correct.
2. The legislative body hereby rejects all proposals for bids except that identified as the lowest responsible bid. The bid of the lowest, responsible qualified bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as contract No. _____.
3. The Contractor shall not commence construction or order equipment until he has received a Notice to Proceed.
4. The works of improvements shall be constructed in the manner and form and in compliance with the requirements as set forth in the plans and specifications for the project.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 16th day of November 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK