



A G E N D A



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

MARCH 21, 2012

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

***CLOSED SESSION MEETING – 4:45 P.M.
REGULAR MEETING – 6:00 P.M.***

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

The City of Imperial Beach is endeavoring to be in total compliance with the Americans with Disabilities Act (ADA). If you require assistance or auxiliary aids in order to participate at City Council meetings, please contact the City Clerk's Office at (619) 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 (8 CASES)**
Significant exposure to litigation pursuant to Govt. Code Section 54956.9(b)(3)(A)
- 2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION (8 CASES)**
Initiation of Litigation pursuant to Govt. Code Section 54956.9(c)
- 3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: 776 10th Street, Imperial Beach, CA 91932 (APN 626-282-12)
Agency Negotiator: City Manager, City Attorney
Negotiating Party: San Diego Habitat for Humanity
Under Negotiation: 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**

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

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 (1.1-1.3)

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

City Manager's Recommendation: Present the Recycle All-Star award certificate, \$100 check, and other premiums to Serge Dedina and Emily Young.

1.2* PRESENTATION ON THE KEEVER-SELLERS EDUCATION ACTIVITY CENTER BY COUNTY SUPERVISOR GREG COX. (0150-20 & 0680-20)

1.3* PRESENTATION ON THE FINDINGS OF THE REGIONAL VISION INITIATIVE'S SHOWYOURLOVESD.ORG ON-LINE SURVEY BY LORI HOLT PFEILER, ASSOCIATE VICE PRESIDENT OF THE REGIONAL VISION INITIATIVE. (0140-85)

* No staff report

CONSENT CALENDAR (2.1-2.7) - 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 Meeting of December 7, 2011.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 80053 through 80140 with a subtotal amount of \$105,131.37 and Payroll Checks 44505 through 44526 for a subtotal amount of \$138,001.62 for a total amount of \$243,132.99.

2.3 RESOLUTION NO. 2012-7168 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT (AMENDMENT NO. 1) TO THE LEASE BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH FOR THE DEMPSEY HOLDER SAFETY CENTER. (0150-70 & 0910-20)

City Manager's Recommendation: Adopt resolution.

2.4 RESOLUTION NO. 2012-7169 DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF IMPERIAL BEACH. (0230-40)

City Manager's Recommendation: Adopt resolution.

2.5 RESOLUTION NO. 2012-7170 SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION. (0270-40)

City Manager's Recommendation: Adopt resolution.

2.6 RESOLUTION NO. 2012-7171 APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITH A SPECIAL ASSESSMENT DISTRICT – AD 67M. (0345-10)

City Manager's Recommendation: Adopt resolution.

2.7 RESOLUTION NO. 2012-7172 DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON. (0345-10)

City Manager's Recommendation: Adopt resolution.

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

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1-5.2)

5.1 RESOLUTION NO. HA-12-11 APPROVING AN AFFORDABLE HOUSING AGREEMENT AND ACCEPTING PROPERTY FROM THE CITY FOR THE DEVELOPMENT OF 6 SEMI-DETACHED FOR-SALE HOUSES LOCATED AT 776 10TH STREET (APN 626-282-12) AND ADOPTION OF RESOLUTION NO. 2012-7175 MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433, APPROVING OF THE AFFORDABLE HOUSING AGREEMENT AND AUTHORIZING THE TRANSFER OF THE 10TH & DONAX PROPERTY FROM THE CITY TO THE HOUSING AUTHORITY. (0660-10)

City Manager's Recommendation: That the City Council adopt Resolution No. 2012-7175 making certain findings pursuant to Health and Safety Code Section 33433, approving of the Affordable Housing Agreement between the Housing Authority and San Diego Habitat for Humanity and authorizing the transfer of the property located at 776 Donax Avenue (APN 626-282-12) for development of the 10th & Donax Affordable Housing Project.

It is further recommended that the Housing Authority:

1. Adopt Resolution No. HA-12-11 approving an Affordable Housing Agreement between the Housing Authority and San Diego Habitat for Humanity for the 10th & Donax Affordable Housing Project;
2. Accept the transfer of property located at 776 Donax Avenue (APN 626-282-12) from the City of Imperial to the Housing Authority; and
3. Authorize the Executive Director to sign all documents necessary and appropriate to carry out and implement the Agreement and to administer the Authority's obligations, responsibilities, and duties to be performed under said Agreement.

5.2 RESOLUTION NO. 2012-7173 ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2012-2013. (0680-95)

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report and public testimony;
3. Close the public hearing; and
4. Adopt Resolution No. 2012-7173 establishing a \$2,165 RTCIP Fee for each new residential dwelling unit.

REPORTS (6.1-6.3)

6.1 IMPERIAL BEACH BOULEVARD NEAR 5TH STREET PROPOSED CROSSWALK DESIGN. (0750-30)

City Manager's Recommendation:

1. Receive report;
2. Discuss the pros and cons regarding the proposed Imperial Beach crosswalk design and discuss the pros and cons regarding the proposed Sports Park exit modification;
3. Provide staff direction to proceed with the proposed crosswalk design; and
4. Provide staff direction to proceed with the proposed Sports Park exit modification.

Continued on Next Page

REPORTS (Continued)

- 6.2 RESOLUTION NO. 2012-7174 APPROVING CHANGE ORDER NO. 3 TO THE FY 09-10 ANNUAL MAIN LINE REPAIR – GROUTING AND LINING - CAPITAL IMPROVEMENT PROGRAM PROJECT CIP W10-101 AND W10-201 AND AUTHORIZING THE TRANSFER OF \$13,500 FROM THE SEWER ENTERPRISE FUND RESERVE TO CIP PROJECT W10-101 AND W10-201. (0830-10)**

City Manager's Recommendation:

1. Receive report and
2. Adopt Resolution.

- 6.3 OPTIONS AND COSTS FOR VARIOUS SEACOAST DRIVE PEDESTRIAN-SCALE STREET LIGHT SCENARIOS. (0720-60)**

City Manager's Recommendation:

1. Receive report;
2. That the pedestrian oriented lighting only be designed by a professional electrical lighting engineer;
3. That the pedestrian oriented lights, if installed, be consistent with the Seacoast Drive Design Guidelines – Shepherd's Hook shape;
4. Discuss the options for modifying the Street Improvement RDA Phase 3B CIP project as laid out in the staff report, including an option to proceed with the contract as currently awarded; and
5. Provide staff direction on how to proceed with this project.

I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS (7)

None.

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



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: 3/21/2012
ORIGINATING DEPT.: PUBLIC WORKS *HGB*
SUBJECT: RECYCLE ALL-STAR AWARD PRESENTATION

BACKGROUND:

The Recycle All-Star Program is designed to encourage residents to participate in weekly curbside collection of recyclables. Each month, a City inspector canvasses one randomly selected neighborhood on trash day in search of a Recycle All-Star – the residence with the greatest quantity of uncontaminated recyclables placed in its curbside-recycling bin. Winners receive a certificate from the City, a \$100 check from EDCO, and other premiums such as a travel mug, a frisbee, pens, pencils, note pads, and a 100% recycled-content tote bag. During inspection, information tags are placed on non-winning recycling bins to promote the Recycle All-Star Program, to remind residents of what materials are recyclable, and to point out contamination observed in the bins.

DISCUSSION:

On 3/2/2011, City inspectors canvassed the 600 block of Donax Ave. in search of a Recycle All-Star. The following resident was selected as the Recycle All-Star for the month of March: Serge Dedina and Emily Young.

The above resident has been notified of his/her award by telephone and invited to accept the Recycle All-Star award at the 3/21/2012 City Council meeting.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Not a project as defined by CEQA.

FISCAL ANALYSIS:

None

DEPARTMENT RECOMMENDATION:

Mayor, in company with an EDCO representative, will present the Recycle All-Star award certificate, \$100 check, and other premiums listed above to Serge Dedina.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

DRAFT

MINUTES

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

DECEMBER 7, 2011

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

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

CLOSED SESSION CALL TO ORDER

MAYOR JANNEY called the Closed Session Meeting to order at 5:00 p.m.

ROLL CALL

Councilmembers present:	Spriggs, Bragg, King
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	Bilbray (Arrived at 5:49 p.m.)
Staff present:	City Manager Brown; City Attorney Lyon; City Clerk Hald

CLOSED SESSION

MOTION BY SPRIGGS, SECOND BY KING, TO ADJOURN TO CLOSED SESSION UNDER:

- 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
 - 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

MOTION CARRIED BY THE FOLLOWING VOTE:

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

MAYOR JANNEY adjourned the meeting to Closed Session at 5:01 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 discussed Closed Session Item Nos. 1 and 2. City Council gave direction and no reportable action was taken.

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

COUNCILMEMBER BRAGG pulled Item No. 2.4 from the Consent Calendar for discussion at the end of the agenda.

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

MAYOR JANNEY reported that on November 17th four of the Mar Vista High School Fire Science students were performing manipulative drills near the home football bleachers and observed a girl fall and have a seizure. The students Martin Alamilla, Tyler Manion, Brandon Valdes went to her aide while Rodney Walford contacted 911. The students were recognized and presented with proclamations for their valiant efforts. A proclamation was presented to Wesley Braddock, Principal of Mar Vista High School, in recognition of the football team's successful season.

COUNCILMEMBER BRAGG reported on her attendance at the 27th Annual Navy Holiday Luncheon for seniors in Imperial Beach. She requested consideration of the "In God We Trust" motto on a future City Council meeting agenda.

COUNCILMEMBER SPRIGGS requested the opportunity to give a presentation on his own efforts and observations on lighting in Imperial Beach and neighboring communities. The presentation will take place under Item No. 6.4.

MAYOR PRO TEM BILBRAY reported on his attendance at the SANDAG Shoreline Preservation Working Group meeting and announced there was a favorable vote for acquisition of funds for the sand replenishment project.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

None.

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 Dan Vasil.

1.2 PRESENTATION ON A BI-NATIONAL PERSPECTIVE OF THE TIJUANA RIVER WATERSHED BY OSCAR ROMO. (0770-87)

OSCAR ROMO, Watershed Coordinator for the Tijuana River National Estuarine Research Reserve, gave a Power Point presentation on the item.

MAYOR JANNEY asked Mr. Romo to coordinate a meeting with Tijuana officials to discuss the issue of trash and sediment entering the river valley.

COUNCILMEMBER KING was encouraged by the work that has been done to address the sediment issue.

In response to Councilmember Spriggs' question regarding efforts made to address issues affecting the watershed, MR. ROMO stated that nonprofit organizations can apply for grants from the Mexican government which will contribute to the reduction of trash and that the Mexican government spent \$1.5 million by hiring local residents to clean and build sediment basins. He further stated that the benefit to Mexico is minimal compared to the benefits to the U.S.

CONSENT CALENDAR (2.1-2.5)

MOTION BY BILBRAY, SECOND BY KING, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 THRU 2.3 AND 2.5. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES.

Approved the minutes of the Regular City Council Meeting of October 19, 2011.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 79418 through 79516 with a subtotal amount of \$1,420,516.88 and Payroll Checks 44292 through 44348 for the pay period ending November 17, 2011 for the subtotal amount of \$300,686.59 for a total amount of \$1,721,203.47.

2.3 RESOLUTION NO. 2011-7121 APPROVING THE ADDITION OF A SEVENTH COPY MACHINE AT THE SPORTS PARK RECREATION CENTER ON THE CURRENT FIVE-YEAR LEASE AGREEMENT WITH IKON/RICOH OFFICE SOLUTIONS, INC. (1110-05)

Adopted resolution.

2.5 RESOLUTION NO. 2011-7125 ACCEPTING AN OFFER OF RIGHT-OF-WAY DEDICATION LOCATED AT 1497 13TH STREET (APN 633-223-47-00) IN THE C-3 (NEIGHBORHOOD COMMERCIAL) ZONE. MF 992. (0490-40)

Adopted resolution.

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

None.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1-5.2)

5.1 AMENDING POLICIES AND REGULATIONS GOVERNING USE OF CITY FACILITIES AND ADOPTING AMENDED APPLICATION PROCEDURES, FEES, AND GUIDELINES. (0910-95)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

CITY CLERK HALD announced no speaker slips were submitted.

MOTION BY BRAGG, SECOND BY BILBRAY , TO CONTINUE THE PUBLIC HEARING TO THE NEXT REGULAR MEETING OF JANUARY 18, 2012 AT 6:00 P.M. MOTION CARRIED UNANIMOUSLY.

5.2 AMENDMENT NO. 14 TO THE TRANSNET EXTENSION LOCAL STREET AND ROAD PROGRAM OF PROJECTS FOR FISCAL YEARS 2009-2013. (0680-80)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN reported on the item.

No speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

MOTION BY KING, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2011-7128 AMENDING THE RTIP PROJECT DATA BASE PROJECTTRAK BY ADDING THE BAYSHORE BIKEWAY ACCESS IMPROVEMENT PROJECT TO THE DATA BASE. MOTION CARRIED UNANIMOUSLY.

MOTION BY KING, SECOND BY BRAGG, TO AUTHORIZE THE PUBLIC WORKS DIRECTOR TO SUBMIT THE AMENDMENT TO SANDAG FOR ENTRY INTO THE RTIP DATA BASE. MOTION CARRIED UNANIMOUSLY.

REPORTS (6.1-6.8)

6.1 RESOLUTION NO. 2011-7126 AWARDED CONTRACT FOR STREET IMPROVEMENTS RDA PHASE 4/5 (CIP S11-105). (0720-25)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN showed a map that identified the locations of the proposed street improvements.

MOTION BY KING, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2011-7126, AWARDED A CONTRACT TO THE LOWEST RESPONSIVE BIDDER, INCLUDING THE BASE BID PLUS THE FOUR (4) ADDITIVE BIDS TO THE BID AWARD. MOTION CARRIED UNANIMOUSLY.

6.2 RESOLUTION NO. 2011-7124 AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE ILLICIT DISCHARGE DETECTION AND ELIMINATION COMPONENT IN SECTION 7 OF THE FISCAL YEAR 2010-11 ANNUAL REPORT FOR THE JURISDICTIONAL URBAN RUNOFF MANAGEMENT PLAN (JURMP). (0770-65)

CITY MANAGER BROWN introduced the item.

CHRIS HELMER gave a Power Point presentation on the item.

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2011-7124 AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE ILLICIT DISCHARGE DETECTION AND ELIMINATION COMPONENT IN SECTION 7 OF THE FISCAL YEAR 2010-11 ANNUAL REPORT FOR THE JURISDICTIONAL URBAN RUNOFF MANAGEMENT PLAN (JURMP). MOTION CARRIED UNANIMOUSLY.

6.3 OVERVIEW OF PROPOSED ZONING ORDINANCE AND GENERAL PLAN/LOCAL COASTAL PROGRAM AMENDMENTS FOR THE COMMERCIAL ZONING REVIEW (0610-95)

CITY MANAGER BROWN introduced the item.

COMMUNITY DEVELOPMENT DIRECTOR WADE gave a Power Point presentation showing the current schedule for the completion of the documents as well as the proposed Zoning Amendments.

COUNCILMEMBER SPRIGGS spoke about the use of night lighting to support active pedestrian-oriented commercial uses.

6.4 RESOLUTION NO. 2011-7127 APPROVING STREET IMPROVEMENTS RDA PHASE 3 (CIP S04-108) CHANGE ORDER NO. 9 WITH NASLAND ENGINEERING. (0720-25)

CITY MANAGER BROWN introduced the item.

COUNCILMEMBER SPRIGGS showed comparison photos of street scenes between the City of Imperial Beach and communities that have pedestrian scale street lighting. He spoke in support for the installation of pedestrian scale street lighting along Seacoast Drive to promote an active commercial and pedestrian area. He suggested staff work with Nasland Engineering on cost effective options for supplemental lighting along Seacoast Drive to create a more walkable nighttime environment.

BOB MILLER concurred with Councilmember Spriggs' comments. He spoke in support for pedestrian friendly lighting that would complement the new hotel. He suggested that the lights be installed incrementally if costs are a factor.

MAYOR JANNEY stated that the design for Seacoast Drive was approved by City Council in 2007 and was apprehensive about considering different options at this time. He also stated that there may not be enough funds for future capital improvement projects after this year.

COUNCILMEMBER BRAGG spoke in support for having the lighting issue return to City Council for consideration.

PUBLIC WORKS DIRECTOR LEVIEN stated City Council has two options: approve the contract with Nasland Engineering or reject the contract and ask him to have Nasland Engineering provide additional costs for design and installation of additional lights along Seacoast Drive.

MAYOR PRO TEM BILBRAY stated that since the City has limited funds, he preferred to keep the lights uniform and that it would not be prudent to pursue other options at this time.

PUBLIC WORKS DIRECTOR LEVIEN stated that the \$300,000 available for sidewalk replacement along Seacoast Drive could be allocated towards lighting.

COUNCILMEMBER SPRIGGS spoke in support for having staff return to City Council with different options for making the vision in the zoning plan work at night along Seacoast Drive, to make wise decisions about how to enhance the nighttime atmosphere and to not worry about the ultimate price right now.

MAYOR JANNEY expressed concern about increasing the lighting along Seacoast Drive while other areas of the City do not have enough lighting. He said that the City and the Port spent millions of dollars on improvements along Seacoast Drive while businesses have not improved their properties. He spoke about moving forward with the plan that was approved years ago and he only supported what is on the agenda.

COUNCILMEMBER BRAGG agreed that they should keep with the agenda but she also supported a review of additional lighting along Seacoast Drive.

COUNCILMEMBER SPRIGGS questioned if lighting could be considered along Seacoast Drive without significant delays in the work that has already been contracted along Seacoast Drive and he requested staff to return to City Council in January with lighting options.

CITY MANAGER BROWN responded that staff can return to City Council in January with a change order to work on the design and to provide a timeframe.

PUBLIC WORKS DIRECTOR LEVIEN stated that an additional \$30,000 could be added to the change order to address the design of additional street lighting.

MAYOR JANNEY stated that the current plan was considered by the community, the Design Review Board and the City Council. He supported moving forward with the plan.

COUNCILMEMBER KING agreed with Mayor Janney and noted that the process has moved forward and he did not want the project stopped.

COUNCILMEMBER SPRIGGS requested that City Council give Public Works Director Levien the opportunity to proceed with a change order for an additional \$30,000 to examine options for additional lighting, review those options and then move forward.

MOTION BY JANNEY, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2011-7127 APPROVING STREET IMPROVEMENTS RDA PHASE 3 (CIP S04-108) CHANGE ORDER NO. 9 WITH NASLAND ENGINEERING. MOTION CARRIED BY THE FOLLOWING VOTE:

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

MAYOR JANNEY supported a bigger discussion on priorities rather than a focus on lighting alone. He was apprehensive about spending more money on Seacoast Drive while property owners have not stepped up and done their part.

COUNCILMEMBER SPRIGGS spoke about the need to look at the potential revenue that could be generated from an active after dark community along Seacoast Drive.

6.5 RESOLUTION NO. 2011-7129 AMENDING THE SEWER BUDGET FOR THE PALM CITY TRUNK LINE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FINANCING AGREEMENT WITH THE CITY OF SAN DIEGO. (0830-10)

CITY MANAGER BROWN reported on the item.

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2011-7129 AMENDING THE SEWER BUDGET FOR THE PALM CITY TRUNK LINE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FINANCING AGREEMENT WITH THE CITY OF SAN DIEGO. MOTION CARRIED UNANIMOUSLY.

6.6 VETERANS PARK HISTORY WALK DESIGN UPDATE. (0920-70)

CITY MANAGER BROWN introduced the item.

Consensus of City Council to remove the following two events from the History Walk design:

1. US/Mexican War – IB becomes US Territory
2. First Sidewalks Built

And add the following two events to the History Walk design (dates to be confirmed by staff):

1. Operation Beaver – Begins Improved Water Quality
2. First U.S. Open Sandcastle Event

6.7 2012 CITY COUNCIL REPRESENTATION ASSIGNMENTS. (0410-50)

CITY ATTORNEY LYON stated due to regulations of the FPPC, Councilmembers appointed to positions that receive stipends are to recuse themselves from the vote for that particular position.

MAYOR JANNEY recommended removal of the Work with School Systems Ad Hoc Committee and the Otay River Watershed Management Plan Policy Committee. His nominations for the 2012 City Council representation assignments were as follows:

SOUTH BAY MAYORS AND CITY MANAGERS COMMITTEE:

Primary - Mayor Janney
1st Alternate – Mayor Pro Tem Spriggs

SD DIVISION, LEAGUE OF CALIFORNIA CITIES:

Primary – Councilmember Bragg
1st Alternate – Mayor Janney

SD DIVISION, LEAGUE OF CALIFORNIA CITIES – LEGISLATIVE SUBCOMMITTEE:

Primary – Councilmember Bragg
1st Alternate – Mayor Janney

LEAGUE OF CALIFORNIA CITIES – COASTAL CITIES INTEREST GROUP:

Primary – Mayor Pro Tem Spriggs
1st Alternate – Mayor Janney

METROPOLITAN TRANSIT SYSTEMS BOARD:

Primary – Councilmember Bragg
1st Alternate – Councilmember King

SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) BOARD:

Primary – Mayor Janney
1st Alternate – Councilmember King
2nd Alternate – Councilmember Bragg

SANDAG – SHORELINE PRESERVATION WORKING GROUP:

Primary – Mayor Janney
1st Alternate – Councilmember Bilbray

CHAMBER OF COMMERCE LIAISON:

Primary – Councilmember Bilbray
1st Alternate – Councilmember King

METRO WASTEWATER COMMISSION/JPA:

Primary – Mayor Pro Tem Spriggs
Alternate – Councilmember Bragg

BAYSHORE BIKEWAY WORKING GROUP:

Primary – Councilmember King
Alternate – Mayor Janney

JOB CORPS LIAISON:

Primary – Councilmember Bragg
Alternate – Councilmember Bilbray

SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL:

Primary – Councilmember King
1st Alternate – Mayor Pro Tem Spriggs

CITY COUNCIL STANDING COMMITTEE:

Military Affairs Subcommittee:

Mayor Janney
Councilmember Bilbray

CITY COUNCIL AD HOC COMMITTEE:

Sand Replenishment Projects:

Mayor Pro Tem Spriggs
Councilmember King

MOTION BY BILBRAY, SECOND BY BRAGG, TO APPROVE MAYOR JANNEY'S APPOINTMENTS AND CHANGES TO THE 2012 CITY COUNCIL REPRESENTATION ASSIGNMENTS. MOTION CARRIED UNANIMOUSLY EXCEPT FOR THE FOLLOWING REPRESENTATION ASSIGNMENTS:

FOR PRIMARY REPRESENTATION ON THE METROPOLITAN TRANSIT SYSTEMS BOARD, MOTION CARRIED BY THE FOLLOWING VOTE:

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

FOR 1ST ALTERNATE REPRESENTATION ON THE METROPOLITAN TRANSIT SYSTEMS BOARD, MOTION CARRIED BY THE FOLLOWING VOTE:

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

FOR PRIMARY REPRESENTATION ON THE SAN DIEGO ASSOCIATION OF GOVERNMENT (SANDAG) BOARD, MOTION CARRIED BY THE FOLLOWING VOTE:

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

FOR 1ST ALTERNATE REPRESENTATION ON THE SAN DIEGO ASSOCIATION OF GOVERNMENT (SANDAG) BOARD, MOTION CARRIED BY THE FOLLOWING VOTE:

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

FOR 2ND ALTERNATE REPRESENTATION ON THE SAN DIEGO ASSOCIATION OF GOVERNMENT (SANDAG) BOARD, MOTION CARRIED BY THE FOLLOWING VOTE:

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

FOR PRIMARY REPRESENTATION ON THE METRO WASTEWATER COMMISSION/JPA, MOTION CARRIED BY THE FOLLOWING VOTE:

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

FOR ALTERNATE REPRESENTATION ON THE METRO WASTEWATER COMMISSION/JPA, MOTION CARRIED BY THE FOLLOWING VOTE:

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

6.8 RESOLUTION NO. 2011-7119 APPROVING THE CALENDAR AND SETTING THE TIME FOR CITY COUNCIL MEETINGS AND WORKSHOPS FOR THE YEAR 2012. (0410-05)

MOTION BY BILBRAY, SECOND BY KING, TO ADOPT RESOLUTION NO. 2011-7119 APPROVING THE CALENDAR AND SETTING THE TIME FOR CITY COUNCIL MEETINGS AND WORKSHOPS FOR THE YEAR 2012. MOTION CARRIED UNANIMOUSLY.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

2.4 RESOLUTION NO. 2011-7130 AUTHORIZING THE CITY MANAGER TO RESOLVE SEWER BILLING ISSUES RELATED TO AUGUST 2011 BILLING CYCLE. (0390-95)

CITY MANAGER BROWN explained that there was a miscalculation in the sewer billing and that some of the customers were overcharged, however, the County has already modified those bills to correct the overcharges. For customers who were undercharged, he recommended waiving collection from those customers who were undercharged in amounts of \$49.99 or less and collecting from those customers who owe amounts of \$50.00 or more.

COUNCILMEMBER BRAGG stated that she pulled the item for open discussion in fairness to the community.

MOTION BY BILBRAY, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2011-7130 AUTHORIZING THE CITY MANAGER TO RESOLVE SEWER BILLING ISSUES RELATED TO AUGUST 2011 BILLING CYCLE. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 9:40 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: March 21, 2012

ORIGINATING DEPT.: Michael McGrane *mm*
Finance Director

SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

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

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>		
80053-80109	03/02/12	\$ 49,527.04
80110-80140	03/08/12	55,604.33
	Sub-Total	<u>\$ 105,131.37</u>

PAYROLL CHECKS:

44505-44526	P.P.E. 02/23/12	\$ 138,001.62
	Sub Total	\$ 138,001.62
	TOTAL	<u>\$ 243,132.99</u>

FISCAL IMPACT:

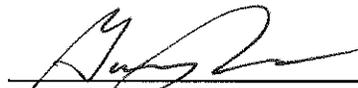
Warrants are issued from budgeted funds.

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

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
	101-0000-209.01-13			03/01/2012	PR AP PE 02/23/2012	20120301		09/2012	133.44
03/02/2012	80063	D.A.R. CONTRACTORS	1122						347.00
	101-3050-425.20-06			01/01/2012	DECEMBER 2011 SERVICE	0121229	120252	07/2012	347.00
03/02/2012	80064	EAGLE NEWSPAPER	1204						85.00
	402-5000-432.20-06			01/25/2012	PW LEGAL ADVERTISING	69323	120031	07/2012	50.00
	101-1020-411.28-07			01/25/2012	CC-LEGAL ADVERTISING	69323	120219	07/2012	35.00
03/02/2012	80065	ERICA VONDERHEYDE & GAMALIER R	2						440.93
	601-5060-436.29-04			02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80066	ERNEST J PEREVOSKI	2						440.93
	601-5060-436.29-04			02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80067	ERNEST J. PEREVOSKI	2						881.86
	601-5060-436.29-04			02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
	601-5060-436.29-04			02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80068	GEORGE & MELISSA MCCAUSLAND	2						440.93
	601-5060-436.29-04			02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80069	CHE	2422						1,250.00
	101-1920-419.20-06			02/01/2012	FEB 2012 PR SERVICES	4104	120729	08/2012	1,250.00
03/02/2012	80070	GOOGLE, INC.	2009						70.70
	503-1923-419.20-06			02/05/2012	01/17/12-02/16/12 POSTINI	826742	120229	08/2012	70.70
03/02/2012	80071	GRAINGER	1051						481.83
	101-5010-431.30-02			02/03/2012	SOFTSIDED TOOL BAG	9746643338	120020	08/2012	24.64
	101-1910-419.30-02			02/06/2012	FIXTURE EMERGENCY EXIT	9747277730	120020	08/2012	445.37
	101-1910-419.30-02			01/11/2012	RECIP SAW BLADE	9726663546	120020	07/2012	11.82
03/02/2012	80072	SPS VAR, LLC.	512						589.69
	503-1923-419.20-06			02/07/2012	REPLACE IBM CACHE BATTERY	11256	120632	08/2012	589.69
03/02/2012	80073	I B FIREFIGHTERS ASSOCIATION	214						216.50
	101-0000-209.01-08			03/01/2012	PR AP PE 02/23/2012	20120301		09/2012	216.50
03/02/2012	80074	ICMA RETIREMENT TRUST 457	242						5,746.90
	101-0000-209.01-10			03/01/2012	PR AP PE 02/23/2012	20120301		09/2012	5,746.90
03/02/2012	80075	JERRY A EISENHOWER	2						440.93
	601-5060-436.29-04			02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80076	JERRY EISENHOWER	2						440.93
	601-5060-436.29-04			02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80077	JOHN DEERE LANDSCAPES	1986						1,709.36
	101-6020-452.30-02			02/02/2012	FENCE	60204813	120040	08/2012	120.68

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-6020-452.30-02	02/03/2012	SPRAY HEAD, PVC PIPE, TEF	60209061	120040	08/2012	310.75
101-6020-452.30-02	02/03/2012	PVC PIPE, BOX/COVE SLEEVE	60212640	120040	08/2012	37.16
101-5010-431.30-02	02/06/2012	PVC PIPE, PVC FITTING	60216264	120040	08/2012	49.36
101-6020-452.30-02	02/06/2012	SPRAY HEAD, REPAIR COUPLI	60218574	120040	08/2012	57.25
101-6020-452.30-02	02/06/2012	NOZZLE, END STRIP, SIDE S	60220893	120040	08/2012	27.26
101-5010-431.30-02	02/07/2012	RHAPHIOLEPIS BALLERINA, H	60225574	120040	08/2012	805.43
101-6020-452.30-02	02/07/2012	BAG SOIL, ROUND GATE	60226298	120040	08/2012	98.25
101-6020-452.30-02	02/02/2012	ROUNDUP QUIKPRO	60201473	120040	08/2012	203.22
03/02/2012	80078	KEENE & NANCY CAPERS TRUST	2			440.93
601-5060-436.29-04	02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80079	KEITH MANASSA	2			440.93
601-5060-436.29-04	02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80080	KELLEY MCLAIN	2			440.93
601-5060-436.29-04	02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80081	LISA & JACK PAREDES	2			440.93
601-5060-436.29-04	02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80082	MASON'S SAW & LAWMOWER	923			6.15
501-1921-419.28-16	02/07/2012	CHOKE KNOB, GASKET	270535	120039	08/2012	6.15
03/02/2012	80083	MC INVESTMENT PARTNERS LLC	2			440.93
601-5060-436.29-04	02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80084	MELANIE CARVAIN ESTATE	2			440.93
601-5060-436.29-04	02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80085	MONJARAS AND WISMEYER GROUP IN	2419			820.00
101-1130-412.21-04	02/03/2012	LIFEGUARDS JOB ANALYSIS	7667	120728	08/2012	820.00
03/02/2012	80086	OFFICE DEPOT, INC	1262			121.76
101-3020-422.30-01	02/06/2012	PENS, STICKY NOTES, BINDE	597082165001	120001	08/2012	66.70
101-3020-422.30-02	02/07/2012	BINDERS	597082642001	120001	08/2012	53.55
101-1210-413.30-01	02/03/2012	PAPER HOLDER	596913948001	120001	08/2012	1.51
03/02/2012	80087	OMAR ZURITA	2			440.93
601-5060-436.29-04	02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80088	OPPER & VARCO LLP	1626			288.00
101-1920-419.20-06	02/08/2012	TESTING OF SOILS	16800	111166	08/2012	288.00
03/02/2012	80089	PARTNERSHIP WITH INDUSTRY	1302			1,203.13
101-6040-454.21-04	02/03/2012	JAN 2012 SERVICES	GS04016	120012	08/2012	1,203.13
03/02/2012	80090	PATRICIA & ROSA GALAVIZ SHANNO	2			440.93
601-5060-436.29-04	02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93
03/02/2012	80091	PMI	23			262.88
101-6040-454.30-02	02/07/2012	DIAMOND GRIP LARGE	0338269	120024	08/2012	262.88

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/02/2012	80092	PRO LINE PAINT COMPANY	52			132.05	
601-5060-436.30-02	02/03/2012	RUST CONVRSM PAINT	8643-6	120030	08/2012	71.07	
101-6040-454.30-02	02/01/2012	4018 STRN PR GL	1606-5	120030	08/2012	60.98	
03/02/2012	80093	RANCHO AUTO & TRUCK PARTS	1685			31.31	
501-1921-419.28-16	02/02/2012	AIL & OIL FILTERS	7693-107128	120028	08/2012	14.85	
501-1921-419.28-16	02/02/2012	COPPER PLUS SPRINKLER	7693-107130	120028	08/2012	16.46	
03/02/2012	80094	JUAN MARTINEZ	2060			2,000.00	
248-1920-519.20-06	02/10/2012	PALM SPRINGS ROCK, GRANIT	21	120726	08/2012	2,000.00	
03/02/2012	80095	SEIU LOCAL 221	1821			1,313.27	
101-0000-209.01-08	03/01/2012	PR AP PE 02/23/2012	20120301		09/2012	1,313.27	
03/02/2012	80096	SKS INC.	412			4,748.41	
501-1921-419.28-15	02/08/2012	1,301 GAL REGULAR GASOLIN	12466075-IN	120058	08/2012	4,748.41	
03/02/2012	80097	STANDARD ELECTRONICS	504			90.00	
101-1910-419.20-23	02/03/2012	JAN-MAR 2012 ALARM MONITO	16454	120080	08/2012	90.00	
03/02/2012	80098	TERRA BELLA NURSERY, INC.	1946			80.79	
101-6020-452.30-02	02/07/2012	TOP SOIL	65957	120043	08/2012	80.79	
VOID CHECKS # 80099-80101							
03/02/2012	80102	U.S. BANK	1873			9,635.73	
101-1020-411.28-11	01/13/2012	18X24 PRINTS FORM MICROFI	20973	120659	07/2012	174.56	
101-6010-451.30-02	01/17/2012	BOUNTY GIANT ROLL	000710/3030658	120666	07/2012	21.49	
101-6010-451.28-01	01/06/2012	YARD BAGS, FIRE SAFE, WAL	015580/4561788	120666	07/2012	97.05	
101-6010-451.30-02	01/03/2012	OFFICE SUPPLIES	152958	120666	07/2012	19.08	
101-6010-451.30-02	01/04/2012	TEEN CAFE SUPPLIES	239432046	120666	07/2012	399.36	
101-6010-451.30-02	01/04/2012	POSSBALL TORNAO REPLACEM	9071	120666	07/2012	75.00	
101-3030-423.30-02	12/28/2011	SPARE KEY FOR 603	014800	120679	07/2012	3.80	
101-3030-423.30-02	01/03/2012	EYEWEAR	02120093	120679	07/2012	48.25	
101-3030-423.28-01	12/28/2011	HARDWARE FOR GARAGE & COR	056357/3190794	120679	07/2012	36.75	
101-3030-423.28-01	01/11/2012	PANNELS FOR DRIVE LOCKER	323331	120679	07/2012	638.59	
101-3030-423.30-02	01/09/2012	WHITE TOWEL, BROOM	324112	120679	07/2012	135.92	
101-1230-413.29-02	12/21/2011	EMPLOYEE RECOGNITION LUNC	051968	120656	07/2012	193.88	
101-1230-413.28-12	01/06/2012	ASBPA MEMBERSHIP-GREG WAD	210523786	120656	07/2012	100.00	
101-1110-412.29-04	01/06/2012	IKON TONER SHIPPING COSTS	CS1403638	120671	07/2012	52.95	
101-1110-412.28-04	01/07/2012	REGISTRATION PLUS ONE FRE	01-23-2012	120671	07/2012	495.53	
101-1110-412.29-04	01/12/2012	MEETING RESERVATION	01-23-2012	120671	07/2012	36.00	
101-1010-411.28-04	01/05/2012	SPECIAL CC MEETING DINNER	076940	120671	07/2012	55.00	
101-1110-412.30-01	01/12/2012	JETER FOLDERS, TABS,	299038452-001	120671	07/2012	133.95	
101-3030-423.30-02	01/12/2012	32 GB FLASH DRIVE	01-23-2012	120680	07/2012	75.39	
101-3030-423.28-01	01/19/2012	PAINT & MARINE GREASE	054317/1571641	120680	07/2012	33.12	
101-3030-423.30-02	01/12/2012	SUNSCREEN PUMP BOTTLES	2677183-801573	120680	07/2012	20.19	
101-3030-423.28-01	01/12/2012	ELECTRICAL CRIMPER & WATE	3140	120680	07/2012	31.18	
101-3030-423.30-02	12/27/2011	STAINLESS STEEL HARDWARE	7442	120680	07/2012	10.54	
101-3030-423.28-01	01/19/2012	WATERPROOF ELEC CONNECTIO	821763	120680	07/2012	9.69	
101-3030-423.28-01	01/13/2012	WATERPROOF ELEC CONNECTOR	849780	120680	07/2012	39.87	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-3070-427.28-12	01/12/2012	CODE ASSOCIATION RENEWAL	3403729	120653	07/2012	75.00
101-1230-413.30-01	01/04/2012	PLASTIC CUPS, ENVELOPES,G	592455005-001	120659	07/2012	34.38
101-1230-413.28-09	01/18/2012	USPS HABITAT FOR HUMANITY	838	120659	07/2012	15.25
101-6010-451.30-02	12/23/2011	PARENTS NIGHT OUT COOKIES	056154	120663	07/2012	40.15
101-3020-422.30-02	01/10/2012	RETURNED FD EQUIPMENT	01-23-2012	120673	07/2012	87.95-
101-3020-422.30-01	01/19/2012	STORAGE CABINET	27036	120673	07/2012	466.35
101-3020-422.30-02	01/11/2012	STATION SUPPLIES	074070	120675	07/2012	43.49
101-3020-422.30-02	01/11/2012	STATION SUPPLIES	41505	120675	07/2012	102.44
101-3030-423.28-04	01/09/2012	REQUIRED BOOK FOR PL832 C	01-23-2012	120677	07/2012	86.95
503-1923-419.28-04	12/27/2011	WORK LATE FOOD	084036	120682	07/2012	11.82
101-1910-419.30-02	12/28/2011	CARPET RUNNER	01-23-2012	120687	07/2012	47.40
101-6020-452.30-02	01/03/2012	BACK PACK SPRAYER	055114/7191641	120687	07/2012	96.64
501-1921-419.28-01	01/18/2012	CAR WASH	060326	120687	07/2012	8.99
101-6020-452.25-02	01/19/2012	TRACTOR RENTAL SPORTS PAR	387391	120687	07/2012	298.55
405-5030-433.30-02	01/03/2012	GRAFFITI PAINT	8-9341-4915-141	120687	07/2012	46.24
405-5030-433.30-02	01/04/2012	WHITE PAINT, TAPE	033949/6191762	120689	07/2012	72.95
101-1910-419.30-02	01/18/2012	SUPPLIES FOR FIREHOUSE ST	014503/2021920	120690	07/2012	32.95
101-1910-419.28-01	01/10/2012	PLUMBING SUPPLIES FOR SP	024129/0580023	120690	07/2012	24.99
101-1910-419.28-01	01/12/2012	FAUCET HOLE COVER	026531/8562544	120690	07/2012	4.17
101-1910-419.28-01	01/18/2012	FAUCET HOLE COVER	051838/8580259	120690	07/2012	3.19
101-1910-419.28-01	01/11/2012	NEW FAUCET FOR MUC	066967/9590108	120690	07/2012	75.04
101-1910-419.30-02	01/12/2012	NEW FAUCET FOR MUC	066967/9590108	120690	07/2012	20.79
101-1910-419.30-02	01/19/2012	SUPPLIES FOR FIREHOUSE	079488/1022158	120690	07/2012	62.76
101-1910-419.28-01	01/09/2012	WATER HEATER	081187/1010267	120690	07/2012	327.54
101-1910-419.28-01	01/12/2012	REFUND WRONG PIECE	8231609	120690	07/2012	3.19-
101-5020-432.28-04	01/05/2012	TROLLEY TICKET TO SANDAG	14166	120693	07/2012	1.25
101-5020-432.28-04	01/05/2012	TROLLEY TICKET TO SANDAG	15156	120693	07/2012	1.25
101-5020-432.30-01	12/27/2011	COLORED INK PENS	250912013617084	120693	07/2012	6.45
501-1921-419.29-04	01/20/2012	HLEVIEN CAR WASH	441000100	120693	07/2012	8.99
101-6040-454.30-02	12/21/2011	RETURNED SANDING PADS	0230088	120694	07/2012	16.13-
101-6040-454.30-02	01/03/2012	EPOXY PAINT, ACETONE	024274	120694	07/2012	262.77
101-6040-454.30-02	01/09/2012	HAND PUMP	078622/1562195	120694	07/2012	32.27
101-6040-454.30-02	01/05/2012	BRUSHES, CLEANER, TAPE	006084/6015519	120695	07/2012	71.74
101-6040-454.30-02	01/09/2012	SEWING LINE FOR SAND FENC	015202	120695	07/2012	23.69
101-6040-454.30-02	01/19/2012	SEAWALL PAINT, LAP PAINT	019487/1591150	120695	07/2012	33.69
101-6040-454.30-02	01/19/2012	SEAWALL PAINT, LAP PAINT	019487/1591150	120695	07/2012	40.61
101-6040-454.30-02	01/18/2012	FIBERGLASS SQ TUBING FOR P	026263	120695	07/2012	191.40
101-6040-454.30-02	12/21/2011	PHOTO CELLS, PAINT RAGAS,	035895/0574750	120695	07/2012	36.16
101-6040-454.30-02	12/21/2011	PHOTO CELLS, PAINT RAGAS,	035895/0574750	120695	07/2012	4.26
101-6040-454.30-02	12/21/2011	PHOTO CELLS, PAINT RAGAS,	035895/0574750	120695	07/2012	11.71
101-6040-454.30-02	01/05/2012	PLAZA FLAG POLE LOCKS	050641	120695	07/2012	77.50
101-6040-454.30-02	01/11/2012	ACETONE, DUNES PLAY SET P	084271/9562399	120695	07/2012	49.46
101-1910-419.30-02	01/09/2012	SAFETY CENTER FLAGS DRY C	11034	120695	07/2012	64.00
101-1910-419.30-02	01/10/2012	FLUSH HANDLES	158037	120695	07/2012	17.08
101-6040-454.30-02	01/10/2012	FLUSH HANDLES	158037	120695	07/2012	34.16
101-6040-454.30-02	01/12/2012	NEW RESTROOMS PADLOCKS	22057	120695	07/2012	52.54
101-6040-454.30-02	01/19/2012	STAINLESS STEEL CLIPS	323736	120695	07/2012	15.27
101-6040-454.30-02	01/05/2012	PLANTS/DAHLIA ST END	6598	120695	07/2012	30.60
101-6040-454.30-02	01/07/2012	SAFETY GLASSES, LEATHER G	068959/3561936	120697	07/2012	78.12
101-5010-431.21-23	01/09/2012	5 GAL DISPOSABLE PAINT SC	2012-896985	120701	07/2012	51.72

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101-5010-431.30-02	01/03/2012	SAFETY VESTS	6	120701	07/2012	284.46	
101-5010-431.21-23	01/07/2012	TRAFFIC CONES	76087	120701	07/2012	293.63	
101-5010-431.30-02	01/18/2012	TIE DOWNS	016884/1585017	120702	07/2012	10.74	
101-5010-431.30-02	01/20/2012	PROPANE TANK EXCHANGE	073721/0232244	120702	07/2012	19.20	
501-1921-419.29-04	01/12/2012	ANNUAL BOOM INSPECTION	0110121B109	120704	07/2012	500.00	
501-1921-419.28-16	01/10/2012	RETURN CREDIT-PARTS SENT	10465	120704	07/2012	118.76-	
501-1921-419.28-16	01/03/2012	BRAKE PARTS	13016773	120704	07/2012	245.44	
501-1921-419.28-16	01/19/2012	BRAKE VALVE	13017147	120704	07/2012	62.80	
501-1921-419.28-16	01/10/2012	REPLACEMENT RADIATOR	22862637	120704	07/2012	156.24	
501-1921-419.28-16	01/09/2012	PARTS SENT IN ERROR	463413	120704	07/2012	118.76	
501-1921-419.28-01	01/10/2012	CYLINDER REPAIR	6430	120705	07/2012	143.94	
408-5020-432.30-01	01/10/2012	REPLACEMENT MEASURING WHE	015511/0590025	120706	07/2012	64.62	
101-5020-432.30-01	01/18/2012	PLOTTER PAPER 4*X150"	1326920045	120706	07/2012	56.05	
101-5020-432.30-02	01/07/2012	CAMERA FOR SUPERINTENDENT	2677077-075171	120706	07/2012	154.68	
101-1130-412.28-12	12/13/2011	ANNUAL MEMBERSHIP 2012	158867	120662	07/2012	295.00	
101-1920-419.30-02	01/01/2012	AUTO ATTENDANT RENTAL CHA	26611	120662	07/2012	300.00	
101-1010-411.30-02	01/05/2012	SPOONS FOR COUNCIL MEETIN	239579898	120662	07/2012	29.10	
101-1130-412.30-02	01/05/2012	SPOONS FOR COUNCIL MEETIN	239579898	120662	07/2012	56.00	
101-1130-412.28-11	01/05/2012	LABOR LAW POSTERS	93965	120662	07/2012	100.00	
101-1010-411.30-02	01/18/2012	E-VERSION OF UT NEWSPAPER	07-10-2011	120662	07/2012	7.92	
101-1010-411.28-04	01/19/2012	SHUTTLE @ SACRAMENTO	01-19-2012	120665	07/2012	16.10	
101-6030-453.30-01	01/12/2012	INK CARTRIDGE	593954957-001	120668	07/2012	92.95	
101-1210-413.28-12	01/05/2012	EBUANGAN CSMFO 2012 MEMBE	42641	120681	07/2012	110.00	
101-1210-413.28-12	01/05/2012	MMCGRANE CSMFO 2012 MEMBE	43354	120681	07/2012	110.00	
101-1210-413.28-14	01/11/2012	2012 GAAP UPDATE	454980	120681	07/2012	281.45	
101-0000-209.01-03	12/23/2011	EKAHLE- COMPUTER LOAN	W234334671		07/2012	759.17	
101-0000-209.01-03	12/23/2011	EKAHLE- COMPUTER LOAN	431721007512		07/2012	161.61	
101-0000-209.01-03	01/07/2012	OALVAREZ- COMPUTER LOAN	592842097-001		07/2012	59.21	
101-0000-209.01-03	12/23/2012	EKAHLE-COMP LOAN CORRECTI	12-23-2011		06/2012	759.17-	
03/02/2012	80103	UNION BANK PARS-#6746022400	2400			1,430.70	
101-0000-209.01-20	03/01/2012	PR AP PE 02/23/2012	20120301		09/2012	1,430.70	
03/02/2012	80104	VALENTINA INURRETA	2			440.93	
601-5060-436.29-04	02/03/2012	REFUND 10-11 SEWER SVC	02-03-2012		08/2012	440.93	
03/02/2012	80105	VERONICA TAM AND ASSOCIATES LL	2398			1,920.00	
245-1240-513.20-06	02/08/2012	PROFFESIONAL SERVICES	1297	120466	08/2012	1,920.00	
03/02/2012	80106	WAXIE SANITARY SUPPLY	802			723.21	
101-6040-454.30-02	02/08/2012	STEEL LINER, ROLLMASTER	73109623	120025	08/2012	723.21	
03/02/2012	80107	WEST GROUP CIR	826			124.44	
101-1020-411.28-14	01/23/2012	INFORMATION CHARGES	824349944	120204	07/2012	124.44	
03/02/2012	80108	WESTERN PUMP INC	752			387.50	
501-1921-419.28-13	01/31/2012	APCD ANNUAL PRE-TEST	0112271-IN	120057	07/2012	387.50	
03/02/2012	80109	ZUMAR INDUSTRIES INC.	875			599.41	
101-5010-431.21-23	02/08/2012	STREETS SIGNS	0136183	120026	08/2012	599.41	

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101-0000-221.01-02	02/27/2012			PROFESSIONAL SVCS	12-02 & 12-02A		08/2012	451.50
101-0000-221.01-02	02/27/2012			PROFESSIONAL SVCS	12-02A		08/2012	589.00
101-0000-221.01-02	02/27/2012			PROFESSIONAL SVCS	12-02A		08/2012	301.00
402-5000-532.20-06	02/06/2012			SKATE PARK	11-09E	111046	08/2012	380.00
03/08/2012	80111	CALIF ELECTRIC SUPPLY	609					414.62
101-5010-431.21-23	02/15/2012			PHOTO CELL, SHORTING CAP	1069-635964	120036	08/2012	414.62
03/08/2012	80112	CALIFORNIA ENV CONTROLS INC	642					3,298.99
601-5060-436.28-01	02/10/2012			ROTATING ASSEMBLY	2608	120564	08/2012	3,298.99
03/08/2012	80113	COUNTY RECORDER	1818					50.00
101-0000-221.01-02	02/29/2012			NOTICVE OF AVAILABILTY	02-29-2012		08/2012	50.00
03/08/2012	80114	DEPARTMENT OF CORRECTIONS AND	169					3,413.61
101-6020-452.21-04	02/14/2012			70.50 HRS OF CREW	1800130476	120115	08/2012	3,413.61
03/08/2012	80115	DKC ASSOCIATES, INC.	2187					700.00
101-1110-412.20-06	02/23/2012			02/09-02/23 CONSULTING SE	243	120117	08/2012	238.00
405-1260-413.20-06	02/23/2012			02/09-02/23 CONSULTING SE	243	120117	08/2012	231.00
502-1922-419.20-06	02/23/2012			02/09-02/23 CONSULTING SE	243	120117	08/2012	231.00
03/08/2012	80116	DLA PRINTING & PROMO'S	1178					269.16
101-1210-413.28-11	02/15/2012			1,000 P/R VOUCHERS	7217	120645	08/2012	177.43
101-1210-413.28-11	02/15/2012			1099 MISC LASER FORMS	7218	120645	08/2012	91.73
03/08/2012	80117	EYE/COMM	1891					1,094.50
601-5060-436.29-04	03/05/2012			SEWER RATE INCREASE NOTIV	36671		09/2012	1,094.50
03/08/2012	80118	FEDERAL EXPRESS CORP.	911					36.01
101-1130-412.28-09	02/24/2012			02/17/2012 ERGO METRICS	7-802-50230	120239	08/2012	36.01
03/08/2012	80119	GRAINGER	1051					433.73
101-5010-431.30-02	02/08/2012			SAW	9750064918	120020	08/2012	214.43
101-6040-454.30-02	02/15/2012			FUSE WITH HOLDER	9755810505	120020	08/2012	61.92
101-5010-431.30-02	02/14/2012			HEATSHRINKTUBE	9755193357	120020	08/2012	95.25
101-5010-431.30-02	02/14/2012			ANTI SEIZE COMPUND	9755193365	120020	08/2012	37.35
101-5010-431.30-02	02/14/2012			MECHANICS GLOVES	9755193373	120020	08/2012	27.59
101-5010-431.30-02	02/15/2012			MECHANICS GLOVES	9755474997	120020	08/2012	13.79
101-5010-431.30-02	02/15/2012			RETURNED HEAT SHRINK TUBE	9755475002	120020	08/2012	95.25-
101-5010-431.30-02	02/15/2012			RETURNED MECHANICS GLOVES	9755475010	120020	08/2012	13.80-
101-1910-419.30-02	02/15/2012			LAMP	9756292752	120020	08/2012	92.45
03/08/2012	80120	JERRY BELL	2					144.00
101-0000-324.73-01	02/21/2012			REFUND OF SOUND PERMITS	02-21-2012		08/2012	144.00
03/08/2012	80121	JESSOP & SON LANDSCAPING	479					3,052.83
101-6010-451.21-04	02/01/2012			FEB 2012 LANDS SERV @SP	923355	120228	08/2012	3,052.83

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
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03/08/2012	80122	JOHN DEERE LANDSCAPES	1986			136.14
101-6040-454.30-02	02/15/2012	SQUARE POINT SHOVEL FIBER	60273826	120040	08/2012	53.66
101-6020-452.30-02	02/09/2012	ALL PRO TRANSITION TALL	60241049	120040	08/2012	40.41
101-6020-452.30-02	02/15/2012	QUIK-FIX REPAIR, COUPLING	60273372	120040	08/2012	42.07
03/08/2012	80123	KANE, BALLMER & BERKMAN	1828			2,496.00
405-1260-413.20-06	02/10/2012	REDEVELOPMENT ISSUES	02-10-2012	120791	08/2012	2,496.00
03/08/2012	80124	KEYSER MARSTON ASSOC INC	620			13,283.66
101-5000-532.20-06	02/06/2012	9TH & PALM/ BIKEWAY VILLA	0024812	111162	08/2012	608.03
402-5000-532.20-06	02/06/2012	9TH & PALM/ BIKEWAY VILLA	0024812	111162	08/2012	6,627.50
245-1240-413.20-06	02/06/2012	10TH & DONAX/ IMPLEMENTAT	0024812	120725	08/2012	6,048.13
03/08/2012	80125	KOA CORPORATION	611			7,602.50
210-1235-513.20-06	01/31/2012	13TH ST & EBONY	JB14146X3	120488	07/2012	3,157.50
210-1235-513.20-06	01/01/2012	IB BLVD CROSSWALK @5TH ST	JB14145X3	120563	07/2012	4,445.00
03/08/2012	80126	NASLAND ENGINEERING	1656			3,858.65
402-5000-532.20-06	02/15/2012	IB ST IMPROV RDA PHASE 3	91622	071139	08/2012	3,858.65
03/08/2012	80127	OFFICE DEPOT, INC	1262			104.19
101-1210-413.30-01	02/10/2012	STAMP "SCANNED"	597682592001	120001	08/2012	2.91
101-1210-413.30-01	02/06/2012	W-2 TAX FORMS	596913863001	120001	08/2012	7.53
101-1210-413.30-01	02/13/2012	BINDERS, STAPLE REMOVER,	897682610001	120001	08/2012	80.83
101-1210-413.30-01	02/14/2012	1099 TAX FORMS	598216298001	120001	08/2012	12.92
03/08/2012	80128	ONE SOURCE DISTRIBUTORS	1071			85.06
101-1910-419.30-02	02/09/2012	PHIL HIGH INTENSITY	83713629.001	120023	08/2012	85.06
03/08/2012	80129	PADRE JANITORIAL SUPPLIES	1430			106.98
101-6040-454.30-02	02/09/2012	LEMON STRIKE BACK 12 GAL	325432	120034	08/2012	106.98
03/08/2012	80130	PRUDENTIAL OVERALL SUPPLY	72			157.78
101-5020-432.25-03	02/08/2012	UNIFORMS RENT	30239260	120092	08/2012	157.78
03/08/2012	80131	RANCHO AUTO & TRUCK PARTS	1685			110.36
501-1921-419.30-02	02/09/2012	BLASTER PENET CAT	7693-107938	120028	08/2012	10.43
501-1921-419.28-16	02/09/2012	OIL FILTER, AIR FILTER	7693-107959	120028	08/2012	56.75
501-1921-419.30-02	02/09/2012	FT FUEL	7693-108046	120028	08/2012	15.26
501-1921-419.30-02	02/13/2012	FT FUEL	7693-108428	120028	08/2012	3.81
501-1921-419.28-16	02/13/2012	RETURNED FUEL FILTER	7693-108451	120028	08/2012	7.68-
501-1921-419.30-02	02/14/2012	FT FUEL	7693-108551	120028	08/2012	31.79
03/08/2012	80132	RECON ENVIROMENTAL, INC.	2300			2,285.39
409-1230-519.20-06	02/13/2012	IB BIKEWAY VILLAGE	44774	110731	08/2012	2,285.39
03/08/2012	80133	ROBERT STABENOW	199			54.00
101-3030-423.28-04	02/27/2012	EMT CERTIFICATION FEE	7091		08/2012	54.00
03/08/2012	80134	SAFEWAY SIGN COMPANY	2309			1,385.56
101-5010-431.21-23	02/15/2012	REGULAROTY STREET SIGNS	88321	120296	08/2012	1,385.56

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
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101-6020-452.27-01	02/28/2012	20816891273	02-28-2012		08/2012	99.12	
601-5060-436.27-01	02/22/2012	1025 9TH ST	03-08-2012		08/2012	1,060.07	
101-5010-431.27-01	02/29/2012	52803406641	03-15-2012		08/2012	65.34	
101-5010-431.27-01	02/29/2012	19124092723	03-15-2012		08/2012	10.16	
101-5010-431.27-01	02/29/2012	55761880541	03-15-2012		08/2012	9.85	
101-5010-431.27-01	03/01/2012	27419699359 1/31-2/29	03-16-2012		09/2012	135.06	
215-6026-452.27-01	03/01/2012	28198716315 1/31-2/29	03-16-2012		09/2012	1,826.65	
101-5010-431.27-01	03/02/2012	34489309646 1/30-2/29	03-17-2012		09/2012	9.85	
101-5010-431.27-01	03/02/2012	51532726717	03-17-2012		09/2012	13.62	
101-5010-431.27-01	03/02/2012	30628433719	03-17-2012		09/2012	11.95	
101-5010-431.27-01	03/02/2012	06467531938	03-17-2012		09/2012	10.02	
101-6010-451.27-01	03/05/2012	20816897619 1/31-3/1	03-05-2012		09/2012	354.79	
03/08/2012	80136	SKS INC.	412				4,505.26
501-1921-419.28-15	02/16/2012	1,146.20 GAL OF REG GASOL	1246220-IN	120058	08/2012	4,505.26	
03/08/2012	80137	STANDARD ELECTRONICS	504				212.50
101-1910-419.20-23	02/09/2012	LIFEGUARD FIRE ALARM TEST	16480	120080	08/2012	212.50	
03/08/2012	80138	SUNGARD PUBLIC SECTOR INC.	1370				800.00
101-1210-413.20-06	02/15/2012	PAYROLL ABT CHANGE	46776	120718	08/2012	800.00	
03/08/2012	80139	WESTERN HOSE & GASKET	836				87.28
601-5060-436.28-01	02/09/2012	VACTOR HAND GUN EXTENTION	261720	120068	08/2012	36.74	
601-5060-436.30-22	02/09/2012	ADJUSTABLE HYDRANT WRENCH	261721	120068	08/2012	50.54	
03/08/2012	80140	WHITE CAP CONSTRUCTION SUPPLY	1434				97.59
101-6020-452.30-02	02/15/2012	SAFETY GLASSES, GLOVES,	15061704	120027	08/2012	97.59	

DATE RANGE TOTAL * 105,131.37 *



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: MARCH 21, 2012

ORIGINATING DEPT.: CITY MANAGER DEPARTMENT
GREG WADE, ASSISTANT CITY MANAGER *GW*

SUBJECT: ADOPTION OF RESOLUTION NO. 2012-7168 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT (AMENDMENT NO. 1) TO THE LEASE BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH FOR THE DEMPSEY HOLDER SAFETY CENTER

BACKGROUND:

On October 9, 2001, the City of Imperial Beach (the "City") entered into a Lease and Operating Agreement (the "Lease") with the San Diego Unified Port District (the "Port") for the use of the Dempsey Safety Center facility. The term of the Lease began on October 1, 2000 and will end on March 28, 2023. The City has the option of extending the Lease for a term of (15) years prior to expiration of the initial term by giving written notice at least one hundred and twenty (120) days prior to the expiration date of the current Lease.

Last summer, City staff conducted a review of all leases, easements and licenses between the City and the Port. Among the objectives of this review was to determine whether the City and Port could simplify the administrative requirements to monitor, track and renew these agreements and to determine if certain agreement requirements could be standardized so that all agreements provided for similar terms and/or termination clauses.

In reviewing these agreements, it was discovered that, unlike other agreements between the City and the Port, this Dempsey Safety Center Lease gives the Executive Director of the Port or the Lessee (the City) the right to terminate the Lease *without cause* with only thirty (30) days' notice. The City, therefore, requested that the 30-day termination clause be amended to allow for termination only *with cause*.

DISCUSSION:

Attached for consideration by the City Council is the proposed Amendment No. 1 to the Lease for the Dempsey Safety Center property. The Amendment allows termination of the Lease by either the Executive Director of the Port or the Lessee (the City) with cause upon giving thirty (30) days' notice of such termination. If approved by the City Council, this Amendment would then be taken to the Board of Port Commissioners for their review and approval.

ENVIRONMENTAL REVIEW:

None required with this action.

FISCAL IMPACT:

None with this action.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2012-7168 authorizing the City Manager to execute Amendment No. 1 to the Lease between the City of Imperial Beach and the San Diego Unified Port District for the Dempsey Safety Center.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. City Council Resolution No. 2012-7168
2. Amendment No. 1 – Dempsey Center Lease

RESOLUTION NO. 2012-7168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 OF THE LEASE AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND THE SAN DIEGO UNIFIED PORT DISTRICT FOR THE DEMPSEY SAFETY CENTER

WHEREAS, on April 5, 2000, the City Council adopted Resolution No. 2000-5227 which authorized the City Manager to enter into a Tidelands Use and Occupancy Permit Agreement (TUOP) between the City of Imperial Beach and San Diego Unified Port District for use and occupancy of the Dempsey Safety Center, located at 950 Ocean Lane in Imperial Beach; and

WHEREAS, the City Council further authorized the City Manager to execute terms and conditions of said TUOP for the permitted use of Dempsey Safety Center for lifeguard operations and administration, law enforcement, community and other related activities for the period March 1, 2000 through February 28, 2001, unless sooner terminated by either party upon formulation of a long-term Lease Agreement; and

WHEREAS, on March 7, 2011, the City Council adopted Resolution No. 2001-5397 authorizing the City Manager to execute a month-to-month extension (holdover) of said TUOP until such time that a long-term lease was mutually agreed to by both parties; and

WHEREAS, on September 5, 2001, the City Council adopted Resolution No. 2001-5502 authorizing the City Manager to terminate the month-to-month extension of the TUOP and execute a long-term Lease Agreement for the permitted uses of Dempsey Safety Center between the City of Imperial Beach and the San Diego Unified Port District, including a termination clause of thirty (30) days' notice by either party, as a matter of right and without cause, effective October 1, 2000 – March 28, 2023; and

WHEREAS, the City of Imperial Beach now desires to amend the long-term Lease Agreement.

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

1. The City Manager is hereby authorized to execute Amendment No. 1 to the existing long-term Lease Agreement for the permitted uses of Dempsey Safety Center between the City of Imperial Beach and the San Diego Unified Port District effective from October 1, 2000 to March 28, 2023.
2. That Amendment No. 1 will modify the termination clause of the Lease Agreement to allow termination by thirty (30) days' notice by either party with cause.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of March, 2012, by the following roll call vote:

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

JIM JANNEY, MAYOR

ATTEST:

Jacqueline Hald, MMC
CITY CLERK

**AGREEMENT FOR AMENDMENT OF LEASE
AMENDMENT NO. 1**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Lessor," and CITY OF IMPERIAL BEACH, a California municipal corporation, hereinafter called "Lessee," WITNESSETH:

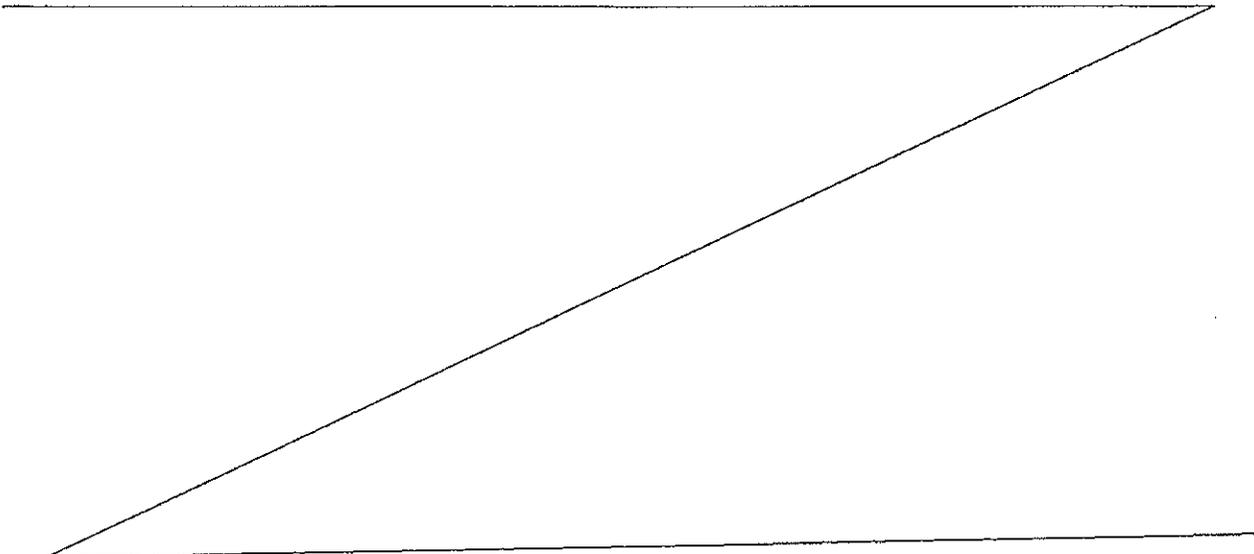
WHEREAS, Lessor and Lessee, on the 9th day of October, 2001, entered into a Lease of certain area in the City of Imperial Beach, California, which Lease is on file in the Office of the Clerk of Lessor bearing Document No. 42937; and

WHEREAS, Lessor and Lessee are mutually desirous of amending said Lease;

NOW THEREFORE, for valuable consideration, said Lease is hereby amended in the following respects and no others, and except as expressly amended, all terms, covenants and conditions of said Lease shall remain in full force and effect:

A. Said Lease is hereby amended by deleting Paragraph 46 and replacing it as follows:

46. **TERMINATION:** This Lease may be terminated by Executive Director of Lessor or his duly authorized representative or Lessee with cause at any time upon the giving of thirty (30) days' notice in writing to the other party of such termination.



ABSTRACT OF LEASE AMENDMENT NO. 1

B. ABSTRACT OF LEASE AMENDMENT NO. 1: This is the final Paragraph and Abstract of Lease Amendment No. 1 dated _____, 20____, between SAN DIEGO UNIFIED PORT DISTRICT, Lessor, and CITY OF IMPERIAL BEACH, a California municipal corporation, Lessee, concerning the Leased Premises described in Exhibits "A" and "B," attached hereto and by this reference made a part hereof.

For good and adequate consideration, Lessor leases the Leased Premises to Lessee, and Lessee hires them from Lessor, for the term and on the provisions contained in Lease dated October 9, 2001, on file with the Office of the District Clerk as SDUPD Doc. No. 42937, as amended by this Lease Amendment No. 1, including without limitation provisions prohibiting assignment, subleasing, and encumbering said leasehold without the express written consent of Lessor in each instance, all as more specifically set forth in said Lease and said Lease Amendments, which are incorporated in this Abstract by this reference.

The term is twenty-two (22) years, five (5) months and twenty-eight (28) days beginning October 1, 2000, and ending on March 28, 2023, with one (1) ten (10)-year option to extend.

This Abstract is not a complete summary of the Lease Amendment. Provisions in this Abstract shall not be used in interpreting the Lease Amendment provisions. In the event of conflict between this Abstract and other parts of the Lease Amendment, the other parts shall control. Execution hereof constitutes execution of the Lease Amendment itself.

DATED: _____, 20____.

Port Attorney

By 

DEPUTY PORT ATTORNEY

SAN DIEGO UNIFIED PORT DISTRICT

By _____

Karen J. Weymann
Director, Real Estate

CITY OF IMPERIAL BEACH

By _____

Signature

PRINT NAME: _____

PRINT TITLE: _____

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

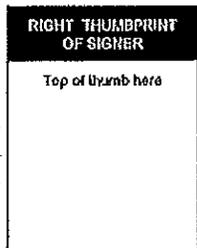
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- Individual
Corporate Officer -- Title(s):
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

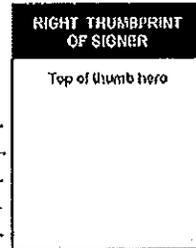
Signer is Representing: _____



Signer's Name _____

- Individual
Corporate Officer -- Title(s):
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer is Representing: _____



(FOR USE BY CITY OF IMPERIAL BEACH)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document
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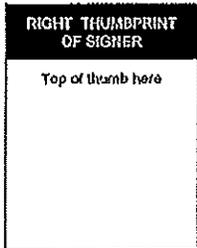
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

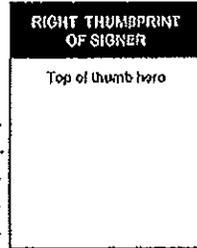
Signer is Representing: _____



Signer's Name _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____





**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: MARCH 21, 2011
ORIGINATING DEPT.: PUBLIC WORKS DEPARTMENT *HGB*
SUBJECT: RESOLUTION DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN THE CITY OF IMPERIAL BEACH

BACKGROUND:

The first Earth Day was celebrated in the United States on April 22, 1970. Since then, through the efforts of government, grassroots organizations, and concerned citizens alike, Earth Day has evolved into a day of environmental recognition celebrated around the globe. An important focus of many Earth Day events is the promotion of responsible waste management practices and the protection of local water quality.

The State of California requires all cities to implement proactive programs to reduce the amount of waste sent to landfills. Similarly, the State requires cities to implement programs that increase knowledge and awareness on urban runoff and storm water pollution. To address these requirements, the City is implementing a number of education activities and special events during the month that improve the quality of life and increases knowledge and awareness of key environmental issues.

DISCUSSION:

The City plans to take advantage of the general atmosphere of environmental awareness during the month of April to more effectively engage the community on the City's integrated waste management and storm water programs. In recognition of Earth Day, staff is recommending adoption of a resolution from City Council that would declare April as "Environmental Awareness Month". Several activities are planned around the month of April to encourage community involvement. Some examples are:

- *Recycling Awareness Outreach:* The EDCO Environmental Times newsletter for April will focus on opportunities for Imperial Beach residents and businesses to "Reduce, Reuse, and Recycle".
- *Annual Citywide Garage Sale (April 28, 2012):* The City will hold its annual Citywide Garage Sale on Saturday, April 28, 2012. Residents are encouraged to participate in this event since reuse of items is preferable to disposal in the trash.
- *10th Annual Creek to Bay Cleanup (April 28, 2012):* The City sponsors the annual I Love a Clean San Diego Creek to Bay Cleanup as a collaborative watershed activity for the San Diego Bay WURMP. Cleanup sites will be held all around San Diego including three sites in

the Imperial Beach area (Tijuana Sloughs, YMCA Camp Surf, and Otay Valley Regional Park).

- o *Home Front Cleanup (May 5, 2012):* The City and EDCO will hold its annual Home Front Cleanup event at Mar Vista High School from 7:00 a.m. – 2:00 p.m. Residents can drop off any item - except hazardous materials - free of charge. EDCO will provide recycling for green waste, scrap metals, cardboard, and mixed recyclables.
- o *Watershed Presentations at Mar Vista High School:* The City sponsors I Love a Clean San Diego to conduct watershed presentations to local schools as a collaborative watershed activity for the San Diego Bay WURMP. Presentations on storm water pollution prevention are scheduled at Mar Vista High School for March 23, 2012.
- o *Tijuana River National Estuarine Research Reserve (TRNERR) Speaker Series:* The City's Bacteria Source Tracking Study in the Tijuana River Valley is the topic for the monthly TRNERR speaker series on March 17, 2012.
- o *Storm Drain Stenciling Education:* The City is partnering with Wildcoast to provide storm water education to local students through storm drain stenciling.
- o *Southern California Coastal Ocean Observing System (SCCOOS) Presentation:* At the April 4th City Council meeting representatives from Scripps Institute of Oceanography will give a presentation on how the SCCOOS monitoring system provides important coastal water quality monitoring information to Imperial Beach.
- o *Imperial Beach Water Quality Report:* At the April 18th City Council meeting staff will provide a summary of water quality monitoring activities in and around Imperial Beach.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None

DEPARTMENT RECOMMENDATION:

Approve declaration and attached Resolution

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7169

RESOLUTION NO. 2012-7169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DECLARING APRIL AS "ENVIRONMENTAL AWARENESS MONTH" IN IMPERIAL BEACH

WHEREAS, April 22nd is internationally recognized as Earth Day; and

WHEREAS, Earth Day was initiated in 1970 to inspire awareness of and appreciation for the Earth's environment; and

WHEREAS, residents, businesses, government entities, and others can care for the environment by reducing the generation of waste, recycling, minimizing water consumption, lowering energy use, and preventing urban runoff; and

WHEREAS, the City of Imperial beach is required by the State of California to promote waste reduction, reuse, and recycling programs as a means of reducing the amount of waste sent to local landfills, in addition to increase the knowledge and awareness in the community on urban runoff and storm water pollution.

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 month of April is declared "Environmental Awareness Month" in the City of Imperial Beach.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of March 2012, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: MARCH 21, 2012
ORIGINATING DEPT.: PUBLIC WORKS *HGB*
SUBJECT: RESOLUTION SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION

BACKGROUND:

On June 16, 1999, City Council adopted Resolution No. 99-5080 selecting EDCO Disposal Corporation as the City's provider of integrated waste management services. EDCO commenced services for the City on January 1, 2000. There have been three amendments to the Agreement since Resolution No. 99-5080 was adopted. The EDCO Agreement with amendments provides for an annual rate adjustment starting the third year of the Agreement and continuing through all subsequent years. If a rate adjustment is to be requested for the succeeding year, EDCO must submit the request to the City no later than March 1st. Otherwise, the annual rate adjustment is forgone until the following fiscal year. Upon receipt of the rate adjustment request, the rates are subject to approval by City Council.

On February 29, 2012, EDCO Vice President, John Snyder, delivered a letter to Public Works requesting a Solid Waste Fee adjustment in the maximum allowable service fee. The letter is provided in Attachment 2. The EDCO Agreement specifies the method and formula to be used in calculating the maximum allowable rate adjustment based on the Consumer Price Index (CPI) and fluctuations in disposal tipping fees. The formula is applied to three customer rate categories: 1) single family residential, 2) commercial and multifamily residential and 3) roll-off services. Collectively the proposed EDCO rate adjustments equate to a 3.5% increase for basic residential service and a 3.6% increase in basic commercial service and are proposed to be effective July 1, 2012. City staff's review of the letter request found the rate fee adjustment consistent with the format and procedures contained within the EDCO agreement. The last EDCO service rate adjustment was in 2008.

DISCUSSION:

The attached resolution would set the time and place for a public hearing to review and approve the subject maximum fee request by EDCO Disposal Corporation and direct staff to provide public notice to each impacted resident. The proposed time and place of the public hearing is:

6:00 p.m., Wednesday, May 16, 2012
City Council Chambers
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

No significant fiscal impact.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Adopt the attached resolution.
3. Direct staff to mail a notice of public hearing time and place to each property owner as described herein.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7170
2. EDCO Rate Letter dated February 29, 2012

RESOLUTION NO. 2012-7170**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION**

WHEREAS, on June 16, 1999, City Council adopted Resolution No. 99-5080 selecting EDCO Disposal Corporation's bid proposal for Integrated Waste Management Services commencing January 1, 2000; and

WHEREAS, an Agreement between the City of Imperial Beach and EDCO Disposal Corporation for Integrated Waste Management Services was subsequently signed on August 4, 1999; and

WHEREAS, the Agreement provides for a rate adjustment schedule for the maximum allowable service charge beginning the third year of the Agreement and for all subsequent years; and

WHEREAS, the Agreement specifies the method and formula to be used in calculating the maximum allowable rate adjustment based on the Consumer Price Index (CPI) and fluctuations in disposal tipping fees; and

WHEREAS, EDCO Disposal Corporation was granted a maximum allowable increase in the disposal rates for calendar years 2002, 2004, 2005, 2006, 2007 and fiscal year 2008/09; and

WHEREAS, EDCO Disposal Corporation has requested a maximum allowable rate increase for fiscal year 2012-13 based on formulas and methods described in the Agreement; and

WHEREAS, City staff have reviewed the proposed EDCO rate adjustment and concur that it follows the formulas and methods stated in the Agreement; and

WHEREAS, a public hearing is necessary to proceed with the maximum allowable rate increase proposed by EDCO Disposal Corporation.

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.
The time and place of the public hearing is 6:00 p.m. Wednesday, May 16, 2012 at:
City Council Chambers
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
2. The City Manager is directed to mail out the 45-day public hearing notice to all property owners within the City of Imperial Beach.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of March 2012, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

EDCO

WASTE & RECYCLING SERVICES

February 29, 2012

Mr. H.A. (Hank) Levien
Director of Public Works
City of Imperial Beach
495 Tenth Street
Imperial Beach, CA 91932

Dear Mr. Levien,

EDCO has proudly served the citizens and businesses in Imperial Beach with waste collection and recycling services for several years. During that time our organization has been dedicated to providing the highest level of service while operating in a safe and professional manner. This dedication has allowed for service rates to remain unchanged since 2008.

Although EDCO has not increased rates since 2008, the Solid Waste and Recycling Services Agreement with the City of Imperial Beach allows for such adjustment. Changes in the rate structure must be based on the Consumer Price Index (CPI) and any fluctuation in disposal tipping fees. Collectively these adjustments equal a 3.5% increase for basic residential service and a 3.6% increase for basic commercial service and are proposed to be effective July 1, 2012.

As always if you should have any questions or require more information please contact me at (619) 287-5696 ext 4204 or email jsnyder@edcodisposal.com.

Sincerely,



John Snyder
Vice President

"We'll Take Care of It"

Single Family Residential Rates

Attachment 2

Step One: Deduct franchise fees from gross rate revenue

Revenue Component (including Franchise Fees) PRIOR YEAR	Annual Amount	Percent of Gross Revenue Including Franchise Fees
Actual Gross Single Family Rate Revenue	\$ 1,617,701	100.0%
Actual Single Family Franchise Fees	\$ 582,372	36.0%
Actual Single Family Rate Revenue Net of Franchise Fees	\$ 1,035,329	64.0%

Step Two: Determine disposal expense and service revenue as a percent of actual rate revenue net of Franchise Fees

Revenue Component (net of Franchise Fees) PRIOR 12 MONTHS	Annual Amount	Percent of Gross Revenue Net of Franchise Fees
Actual Single Family Rate Revenue Net of Franchise Fees	\$ 1,035,329	100.0%
Less: Actual Single Family Refuse Disposal Expense	\$ 227,180	21.9%
Actual Single Family Service Revenue	\$ 808,149	78.1%

Step Three: Calculate percentage change in adjustment factors

Adjustment Factor	Old	New	Percent Change
Disposal Tipping Fee per Ton	\$ 45.63	\$ 47.91	5.00%
CPI- Los Angeles Index	225.0	231.9	3.08%

Step Four: Calculate weighted percentage change in single family rates

Components of Actual Revenue	Component Weight	Percent Change	Weighted Rate Adjustment
Refuse Disposal	21.9%	5.00%	1.10%
Service	78.1%	3.08%	2.40%
Total	100.0%	N/A	3.50%

Step Five: Apply weighted percentage change to single family rates Includes .03 for Printing and Mailing cost

Service	Current Rate	Weighted Rate Adjustment	Adjusted Monthly Rate
35 gallon cart	\$ 24.74	3.50%	\$ 25.61
64 gallon cart	\$ 25.51	3.50%	\$ 26.40
90 gallon cart	\$ 26.37	3.50%	\$ 27.29
Additional 64 gallon refuse cart	\$ 6.23	3.50%	\$ 6.45
Additional 90 gallon refuse cart	\$ 6.65	3.50%	\$ 6.88

Interim Step: HHW Rate base adjust	HHW fund in Current Rate	New HHW fund in Rate	Rate change
HHW Base	\$ 12,000	\$ 12,000	-
Monthly rate	\$ 0.22	\$ 0.22	-

Step Six: Franchise Fee Adjustment

Service	Adjusted Monthly Rate	Add: Franchise Fee Incremental	Final Rate	total increase
35 gallon cart	\$ 25.61	\$ -	\$ 25.61	3.52%
64 gallon cart	\$ 26.40	\$ -	\$ 26.40	3.49%
90 gallon cart	\$ 27.29	\$ -	\$ 27.29	3.49%
Additional 64 gallon refuse cart	\$ 6.45	\$ -	\$ 6.45	3.53%
Additional 90 gallon refuse cart	\$ 6.88	\$ -	\$ 6.88	3.46%

Commercial and MFR Bin Rates

Attachment 2

Step One: Deduct franchise fees from gross rate revenue

Revenue Component (including Franchise Fees) PRIOR YEAR	Annual Amount	Percent of Gross Revenue Including Franchise Fees
Actual Gross Commercial and MFR Rate Revenue	\$ 1,506,435	100.0%
Actual Commercial and MFR Franchise Fees	\$ 542,317	36.0%
Actual Commercial MFR Rate Revenue Net of Franchise Fees	\$ 964,118	64.0%

Step Two: Determine disposal expense and service revenue as a percent of actual rate revenue

Revenue Component (net of Franchise Fees) PRIOR YEAR	Annual Amount	Percent of Gross Revenue Net of Franchise Fees
Actual Commercial and MFR Rate Revenue Net of Franchise Fees	\$ 964,118	100.0%
Less: Actual Commercial and MFR Refuse Disposal Expense	\$ 285,326	29.6%
Actual Commercial and MFR Service Revenue	\$ 678,793	70.4%

Step Three: Calculate percentage change in adjustment factors

Adjustment Factor	Old	New	Percent Change
Disposal Tipping Fee per Ton	\$ 45.63	\$ 47.91	5.00%
CPI- Los Angeles Index	225.01	231.93	3.08%

Step Four: Calculate weighted percentage change in commercial and MFR rates

Components of Actual Revenue	Component Weight	Percent Change	Weighted Rate Adjustment
Refuse Disposal	29.6%	5.00%	1.48%
Service	70.4%	3.08%	2.17%
Total	100.0%	N/A	3.65%

Step Five: Apply weighted percentage change to commercial and MFR rates (Includes .03 for mailing notices)

Service	Current Rate	Weighted Rate Adjustment	Adjusted Monthly Rate
1 ea 3 yard bin once per week	\$ 141.05	3.65%	\$ 146.19
1 ea 3 yard bin twice per week	\$ 257.43	3.65%	\$ 266.81
1 ea 3 yard bin three times per week	\$ 373.79	3.65%	\$ 387.42
1 ea 3 yard bin four times per week	\$ 490.20	3.65%	\$ 508.07
1 ea 3 yard bin five times per week	\$ 606.57	3.65%	\$ 628.68
1 ea 3 yard bin six times per week	\$ 722.96	3.65%	\$ 749.31

Step Six: Franchise Fee Adjustment

Service	Adjusted Monthly Rate	Add: Franchise Fee Incremental	Final Rate	total increase
1 ea 3 yard bin once per week	\$ 146.19	\$ -	\$ 146.19	3.64%
1 ea 3 yard bin twice per week	\$ 266.81	\$ -	\$ 266.81	3.64%
1 ea 3 yard bin three times per week	\$ 387.42	\$ -	\$ 387.42	3.65%
1 ea 3 yard bin four times per week	\$ 508.07	\$ -	\$ 508.07	3.65%
1 ea 3 yard bin five times per week	\$ 628.68	\$ -	\$ 628.68	3.65%
1 ea 3 yard bin six times per week	\$ 749.31	\$ -	\$ 749.31	3.64%

Rolloff Rates

Step One: Calculate percentage change in CPI

Adjustment Factor	Old	New	Percent Change
CPI- Los Angeles Index	225.01	231.93	3.08%

Step Two: Apply percentage change in Consumer Price Index to rolloff rates

Service	Current Rate	Rate Adjustment	Adjusted Rate
Standard rolloff charge per load	\$ 214.07	3.08%	\$ 220.65
Compactor charge per load	\$ 321.10	3.08%	\$ 330.98
Delivery or relocation charge	\$ 61.29	3.08%	\$ 63.17
Charge per ton for each ton over weight limit	\$ 71.41	5.00%	\$ 74.98

Step Three: Franchise Fee Adjustment

Service	Adjusted Rate	Add: Franchise Fee Incremental	Final Rate	total increase
Standard rolloff charge per load	\$ 220.65	\$ -	\$ 220.65	3.1%
Compactor charge per load	\$ 330.98	\$ -	\$ 330.98	3.1%
Delivery or relocation charge	\$ 63.17	\$ -	\$ 63.17	3.1%
Charge per ton for each ton over	\$ 74.98	\$ -	\$ 74.98	5.0%



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: MARCH 21, 2012
ORIGINATING DEPT.: PUBLIC WORKS *HOB*
SUBJECT: RESOLUTION APPROVING THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITH A SPECIAL ASSESSMENT DISTRICT – AD 67M

BACKGROUND:

By resolution 2012-7161, City Council proposed to initiate proceedings for the annual levy of assessments and ordered the preparation of an Engineer's Report for a Special Assessment District (AD-67M).

DISCUSSION:

The attached resolution (Attachment 1) presents the "Report" of the Engineer on Assessment District 67M for the annual levy of assessments including plans and specifications, cost estimate, assessment diagram, and assessment of the estimated cost. The "Report" is included herewith as Attachment (2).

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

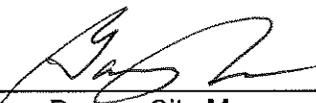
- Total AD 7=67 budget - \$30,000
- Property Owner Assessment - \$12,041
- City General Fund - \$17,959

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Approve and adopt the attached resolution.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7171
2. Engineer's Report

RESOLUTION NO. 2012-7171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE APPROVAL OF THE ENGINEER'S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN A SPECIAL ASSESSMENT DISTRICT

WHEREAS, the City Council of the City of Imperial Beach, pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highway Code of the State of California, did by previous Resolution, initiate proceedings and ordered the preparation of an Engineer's "Report" for the annual levy of assessments within a special assessment district, said special assessment district known and designated as ASSESSMENT DISTRICT NO. 67-M (hereinafter referred to as the "Assessment District"); and

WHEREAS, there has now been presented to this City Council the "Report" as required by said Division 15 of the Streets and Highways Code and as previously directed by Resolution; and

WHEREAS, this City Council has now carefully examined and reviewed the "Report" as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the assessments, on a preliminary basis, have been spread in accordance with the benefits received from the improvements to be maintained, as set forth in said "Report."

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

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

SECTION 2. That the "Report" as presented consists of the following:

- A. Plans and specifications describing the general nature, location and extent of the improvements to be maintained;
- B. Estimate of cost, including the amount of the annual installment for the forthcoming fiscal year;
- C. Diagram of the Assessment District;
- D. Assessment of the estimated cost.

Said "Report", as presented, is hereby approved on a preliminary basis, and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's "Report."

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of March 2012, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

AGENCY: CITY OF IMPERIAL BEACH

**PROJECT: ASSESSMENT DISTRICT NO 67-M
(STREET LIGHTING)**

TO: CITY COUNCIL

**REPORT
"LANDSCAPING & LIGHTING ACT OF 1972"**

The CITY COUNCIL of the CITY OF IMPERIAL BEACH, CALIFORNIA, has adopted a Resolution ordering the preparation and filing of an Engineer's "Report" pursuant to the provisions of the "Landscaping and Lighting Act of 1972", being Division 12, Part 2 of the Streets and Highways Code of the State of California, commencing with Section 22500 (the "Act"), for purposes of authorizing the levy of special assessments for certain work in a special assessment district known and designated as ASSESSMENT DISTRICT NO. 67-M (STREET LIGHTING) (hereinafter referred to as the "District").

This "Report", as ordered by the legislative body, is prepared and submitted in four parts, consisting of the following:

- PART I. PLANS AND SPECIFICATIONS:** The plans and specifications describe the general nature, location and extent of the improvements to be maintained during the next fiscal year, and said plans and specifications, as applicable, indicate the classes and types of improvement for each zone within the District.
- PART II. COST ESTIMATE:** The cost estimate includes all costs relating to maintenance of the improvements for the next fiscal year, including appropriate incidental expenses, as well as providing for surpluses or credits and contributions from any source, as applicable.
- PART III. ASSESSMENT DIAGRAM:** The Assessment Diagram indicates the exterior boundaries of the District, the boundaries of any zones within the District, as well as setting forth each individual lot or parcel. Each parcel is identified by a distinctive number or letter and the lines and dimensions of each lot shall conform to those as shown on the latest County Assessor's map.
- PART IV. ASSESSMENT SCHEDULE:** The assessment schedule sets forth the net amount to be assessed upon all parcels and lands within the District, describing each assessable lot or parcel by reference to a specific number, and assessing the net amount upon the lots in proportion to the benefits to be received by each lot or parcel as shown on the above-referenced Diagram. All lots and parcels of land known as public property, as defined under Section 22663 of said "Landscaping and Lighting Act of 1972", have been omitted and are exempt from any assessment under these proceedings.

This "Report" is applicable for the maintenance of improvements within the District for the fiscal year commencing July 1, 2012 and ending June 30, 2013.

DATED: MARCH 15, 2012.

BDS Engineering, Inc.

A handwritten signature in black ink, appearing to read "Roman A. Jones", written over a horizontal line.

ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

March 15, 2012

PART I

PLANS AND SPECIFICATIONS

The plans and specifications for the works of improvements are on file in the Office of the City Clerk, available for public inspection. The plans and specifications show the general nature, location and extent of the improvements as installed and to be maintained.

IMPROVEMENTS

There are no improvements to be installed under these proceedings.

MAINTENANCE

A general description of the works of improvements to be financed and maintained under these proceedings are those generally described as follows:

San Diego Gas & Electric will be responsible for the lighting and maintenance of the new standards and lamps. The operating and maintenance will consist of energy costs, lamp maintenance, replacement of light standards as required and San Diego Gas & Electric ownership costs.

PART II
ESTIMATE OF COSTS

The total costs for installation and maintenance of the improvements are those as hereinafter set forth. Said cost estimate will also set forth the amount of any surplus or deficit in the Improvement Fund to be carried over, as well as the amount of any contributions to be made from any other sources.

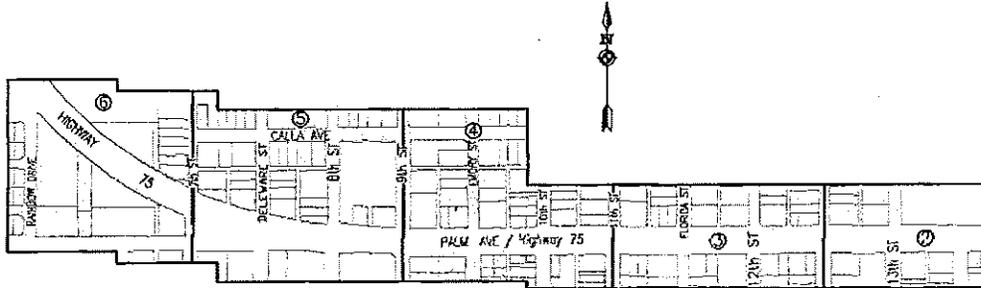
I. <u>IMPROVEMENTS</u>	<u>AS PRELIMI- NARILY APPROVED</u>	<u>AS CONFIRMED</u>
Estimated Cost of Improvements:	\$ <u>0.00</u>	\$ <u>0.00</u>
Estimated Incidental Costs and Expenses:	\$ <u>0.00</u>	\$ <u>0.00</u>
Estimated Total Cost:	\$ <u>0.00</u>	\$ <u>0.00</u>
Estimated Contributions:	\$ <u>0.00</u>	\$ <u>0.00</u>
Balance to Assessment:	\$ <u>0.00</u>	\$ <u>0.00</u>
II. <u>MAINTENANCE</u>	<u>AS PRELIMI- NARILY APPROVED</u>	<u>AS CONFIRMED</u>
Estimated Cost of Maintenance:	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
Estimated Incidental Costs and Expenses:	\$ <u>0.00</u>	\$ <u>0.00</u>
Estimated Annual Maintenance Cost:	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
Contribution from Surplus:	\$ <u>17,959.00</u>	\$ <u>17,959.00</u>
Balance to Assessment:	\$ <u>12,041.00</u>	\$ <u>12,041.00</u>
III. <u>ANNUAL NET ASSESSMENT</u>	\$ <u>12,041.00</u>	\$ <u>12,041.00</u>

PART III

ASSESSMENT DIAGRAM

The assessment diagram sets forth (a) the exterior boundaries of the District, (b) the boundaries of any zones within the District, and (c) the lines of each lot or parcel of land within the District. The assessment diagram further identifies each lot or parcel by a distinctive number or letter, and for a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. A copy of the assessment diagram is attached hereto, shown in a reduced scale format as Exhibit "A".

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



I HEREBY CERTIFY THAT THE AREA WITHIN MAP SHOWING PROPOSED BOUNDARY OF ASSESSMENT DISTRICT PLAT NO. 67M, CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20____.

CITY CLERK OF IMPERIAL BEACH

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS THIS _____ DAY OF _____, 20____.

SUPERINTENDENT OF STREETS
CITY OF IMPERIAL BEACH

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS _____ DAY OF _____, 20____, SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY ON THE _____ DAY OF _____, 20____. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK, CITY OF IMPERIAL BEACH

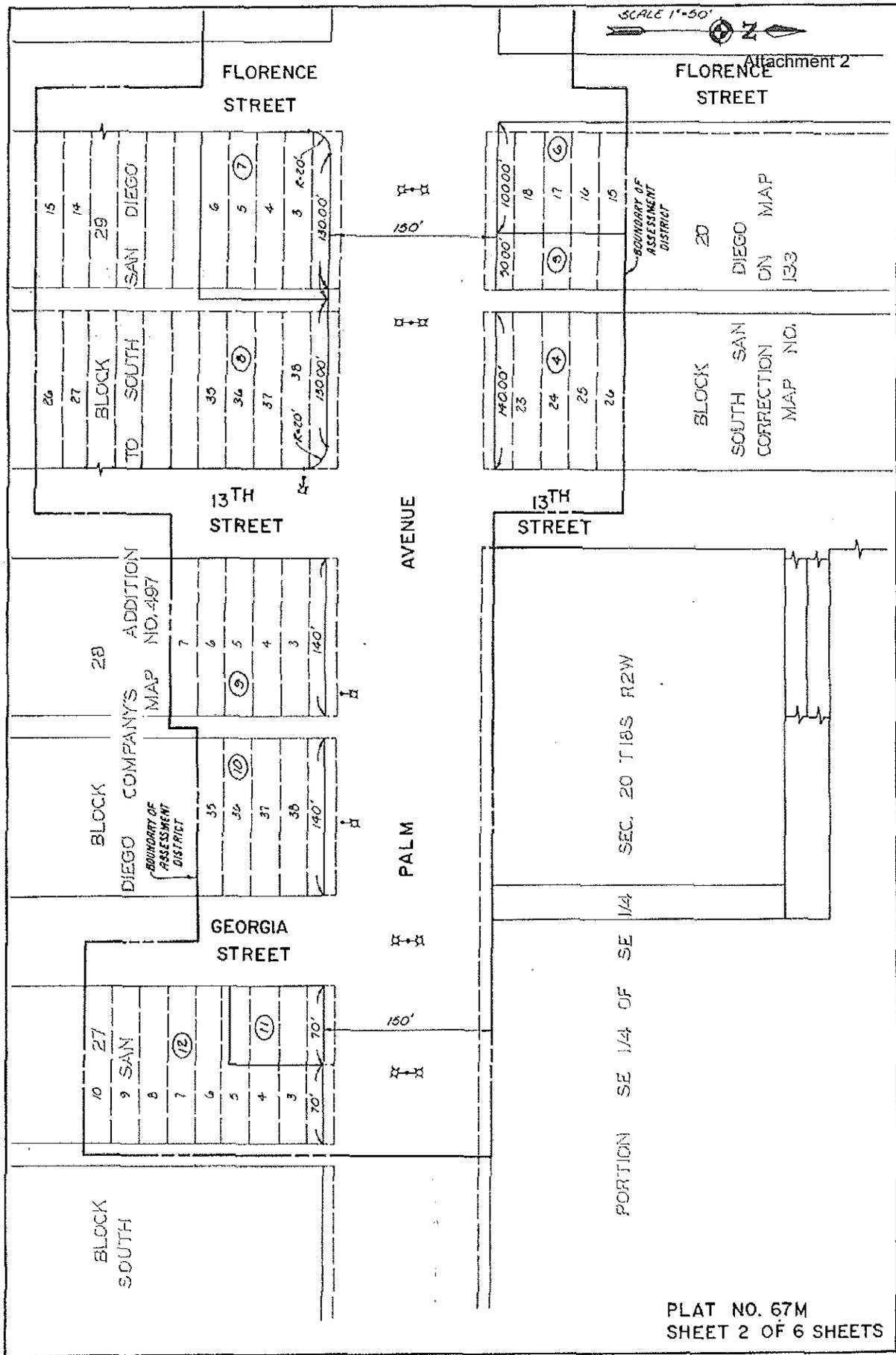
FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK IN BOOK OF MAPS OF ASSESSMENT DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

COUNTY RECORDER OF COUNTY OF SAN DIEGO

ENGINEER OF WORK:
B D S ENGINEERING
CIVIL ENGINEERING
LAND SURVEYING
6850 Federal Boulevard
Lemon Grove, California 91945
(619) 492-4992
P.L.S. ENGINEERING SERVICE MAP 645

Thomas A. Jones
THOMAS A. JONES R.C.E. 34867 DATE *9-13* JOB NO.

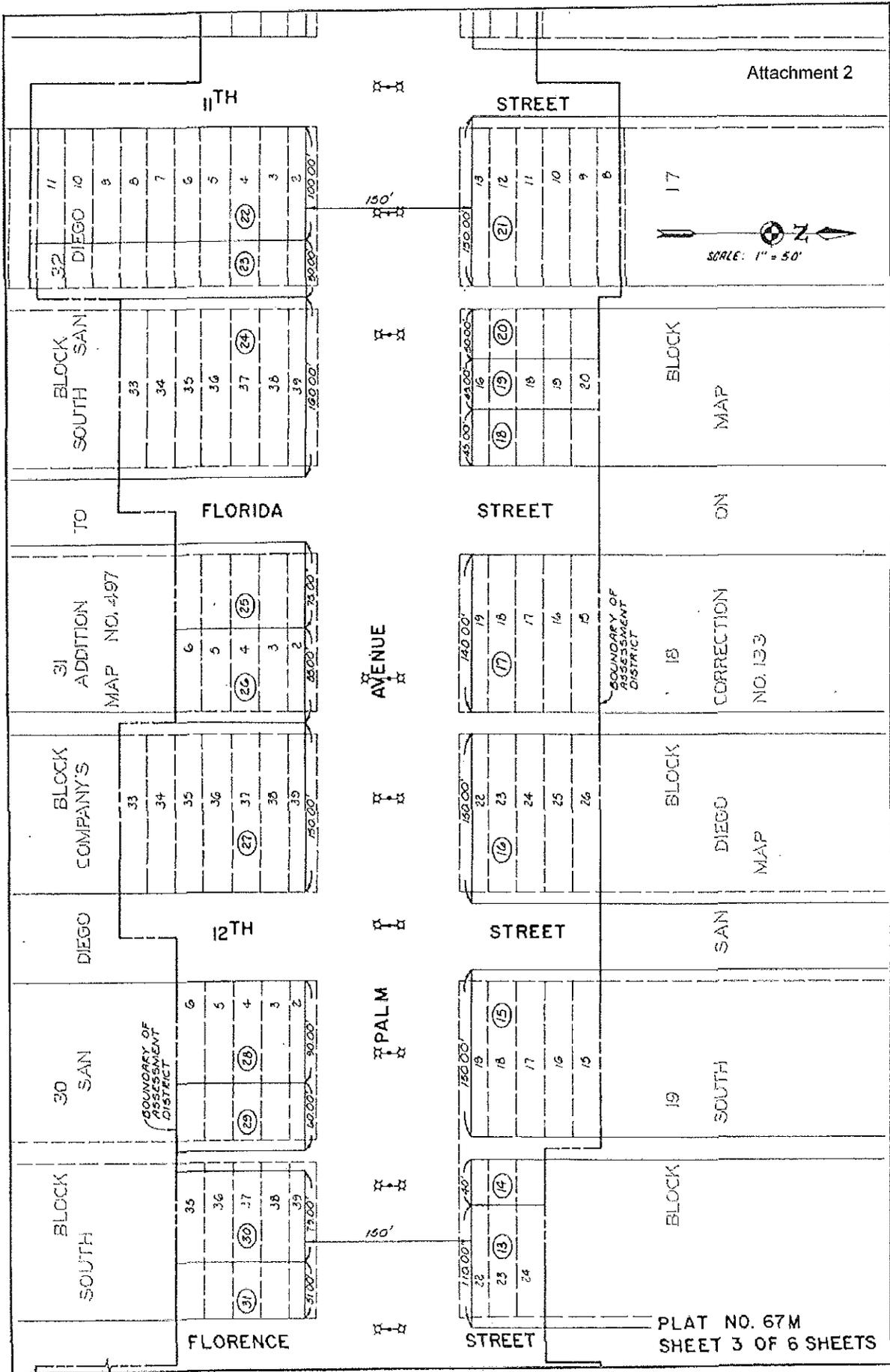
PLAT NO.67M
SHEET 1 OF 6 SHEETS



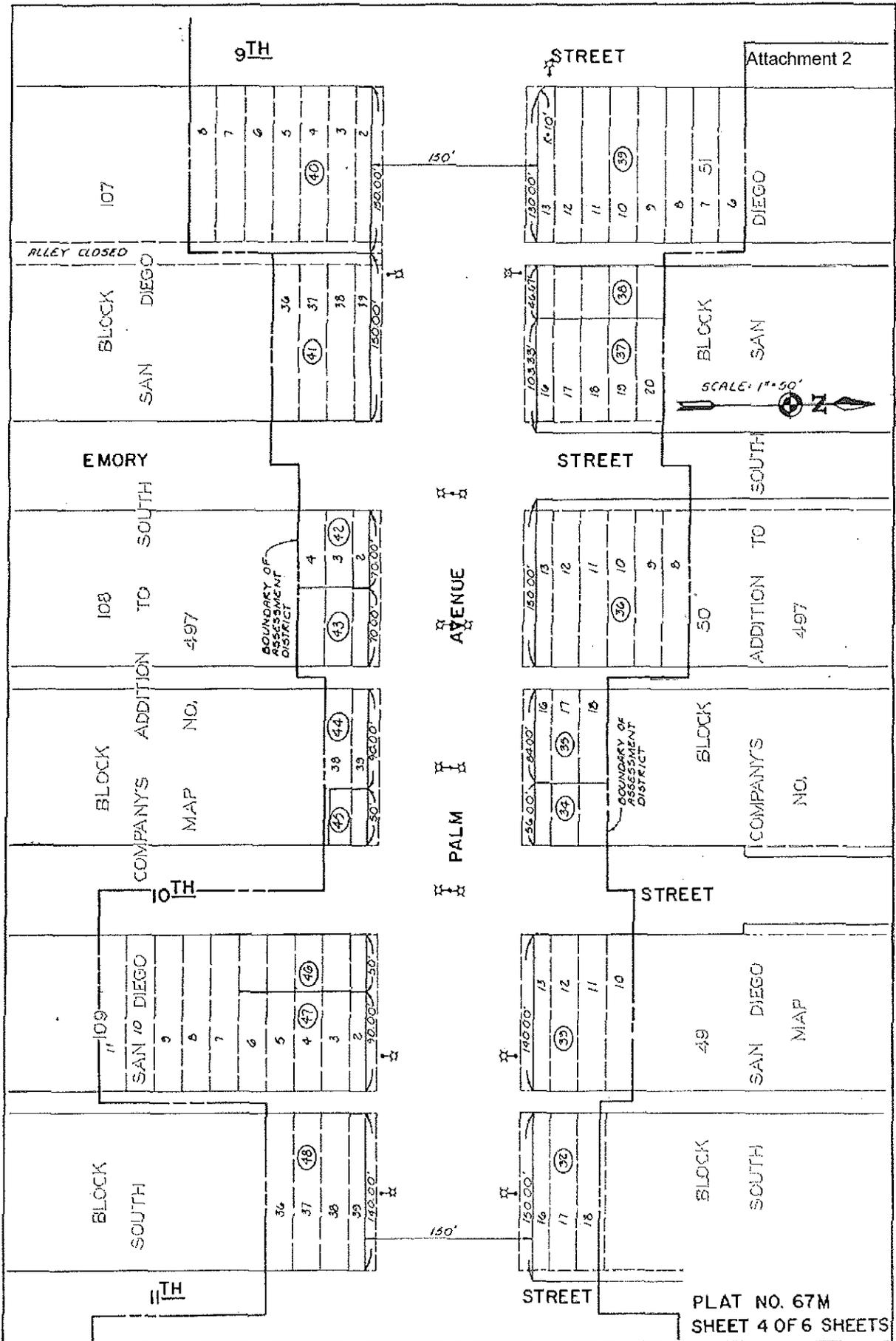
PLAT NO. 67M
SHEET 2 OF 6 SHEETS

92-13

92-13

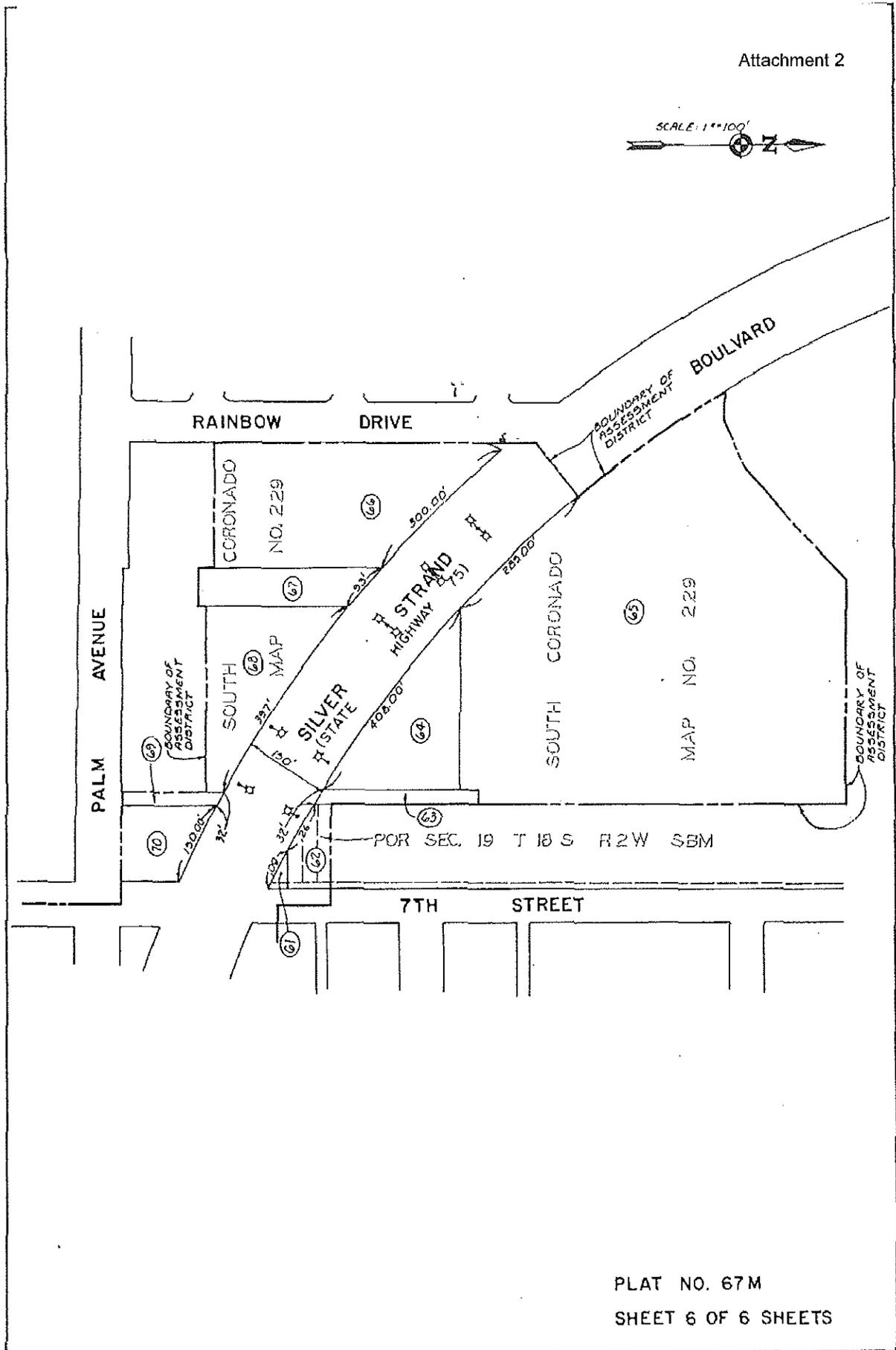


PLAT NO. 67M
SHEET 3 OF 6 SHEETS



PLAT NO. 67M
SHEET 4 OF 6 SHEETS

SCALE: 1"=100'



PLAT NO. 67M
SHEET 6 OF 6 SHEETS

PART IV

ASSESSMENT SCHEDULE

The undersigned, authorized representative of the appointed ASSESSMENT ENGINEER, by virtue of the power vested pursuant to the Act, and by order of the legislative body, hereby make the following assessment to cover the estimated costs and expenses for the installation and maintenance of the works of improvements within the District for the next fiscal year. Said costs and expenses are generally as follows:

COST OF IMPROVEMENT	\$ <u>0</u>
COST OF MAINTENANCE	\$ <u>30,000.00</u>
INCIDENTAL EXPENSES	\$ <u>0</u>
TOTAL COSTS	\$ <u>30,000.00</u>
SURPLUS/DEFICIT	\$ <u>0</u>
CONTRIBUTION FROM SURPLUS	\$ <u>17,959.00</u>
ANNUAL ASSESSMENT	\$ <u>12,041.00</u>

I do hereby assess and apportion the net amount of the costs and expenses upon the several parcels of land within the District liable therefore and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said works of improvement and appurtenances, and said parcels are hereinafter numbered and set forth to correspond with the numbers as they appear on the attached assessment Diagram and the County Assessment Roll.

The Assessment Schedule refers to the County Assessment Roll for a description of the lots or parcels, and said Roll shall govern for all details concerning the description of the lots or parcels.

The net amount to be assessed upon the lands has been spread and apportioned by any formula in accordance with the benefits received from each parcel, and in my opinion, said costs and expenses have been apportioned in direct relationship to the benefits received from the works of improvements.

For a more specific statement as to the method and formula for the spread of the assessments, reference is made to the following list of annual assessments:

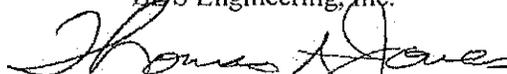
* * *

This assessment has been prepared pursuant to the "Landscaping and Lighting Act of 1972".

The net amount to be assessed upon the lands and parcels within the boundaries of the District has been spread and apportioned in accordance with the benefits received from the improvements, and in my opinion the costs and expenses have been assessed in direct relationship to the benefits received from the maintenance of the works of improvement.

DATED: March 15, 2012

BDS Engineering, Inc.



ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

A copy of said Assessment Roll and Engineer's "Report" was filed in the Office of the City Clerk and the Superintendent of Streets on the ____ day of _____.

CITY CLERK
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

SUPERINTENDENT OF STREETS
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" was made on the ____ day of _____, 2012 by adoption of Resolution No. _____ by the City Council.

CITY CLERK
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

ASSESSMENT ENGINEER CERTIFICATE

AGENCY: CITY OF IMPERIAL BEACH

PROJECT: ASSESSMENT DISTRICT NO 67-M

The City of Imperial Beach has previously authorized the formation of a special maintenance assessment district pursuant to the provisions of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special assessment district known and designated as ASSESSMENT DISTRICT NO. 67-M.

Each year the assessments must be submitted for legislative confirmation, and at this time the Report is now ready for presentation and setting of a public hearing.

Based upon the review of the undersigned Assessment Engineer, there are no new or increased assessments to be levied on any of the properties within the boundaries of the special maintenance Assessment District for the next ensuing fiscal year.

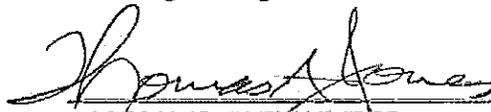
THE UNDERSIGNED HEREBY CERTIFIES, UNDER PENALTY OF PERJURY, AS FOLLOWS:

1. That I am the Assessment Engineer for the above-referenced special Assessment District and am responsible for the preparation of the annual Engineer's Report, including the assessments to be levied for the next ensuing fiscal year.
2. That upon review of the assessments, it is specifically stated that there will be no new or increased special assessments to be levied for the next fiscal year.

Based upon the above, no additional public hearing, other than that setting forth the annual levy of assessments, shall be required, and the provisions of the Brown Act, being Government Code 54954.6, will not be applicable for these proceedings for the next fiscal year.

Dated: MARCH 15, 2012

BDS Engineering, Inc.


ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

THE ASSESSMENTS ARE THOSE AS CONFIRMED IN COLUMN I, UNLESS A DIFFERENT FIGURE APPEARS IN COLUMN II, AS MODIFIED.

ASSESSMENT NUMBER	ASSESSORS TAX PARCEL	I. AMOUNT OF ASSESSMENT	II. ASSESSMENT AS MODIFIED
4	626-242-10	\$199.31	
5	626-242-09	\$86.66	
6	626-242-24	\$142.12	
7	626-312-01	\$212.31	
8	626-312-13	\$252.17	
9	627-011-18	\$242.64	
10	627-011-19	\$199.31	
11	627-012-09	\$86.66	
12	627-012-10	\$121.32	
13	626-241-28	\$88.39	
14	626-241-19	\$86.66	
15	626-241-27	\$213.18	
16	626-230-20	\$213.18	
17	626-230-05	\$199.31	
18	626-170-05	\$86.66	
19	626-170-06	\$86.66	
20	626-170-07	\$86.66	
21	626-162-17	\$250.44	
22	626-301-33	\$173.31	
23	626-301-23	\$86.66	
24	626-301-18	\$277.30	
25	626-302-20	\$106.59	
26	626-302-02	\$121.32	
27	626-302-16	\$259.97	
28	626-311-01	\$128.25	
29	626-311-02	\$86.66	
30	626-311-14	\$112.65	
31	626-311-15	\$86.66	
32	626-222-25	\$111.79	
33	626-222-11	\$155.98	
34	626-221-11	\$86.66	
35	626-221-12	\$86.66	
36	626-221-20	\$259.97	
37	626-212-35	\$147.32	
38	626-212-32	\$86.66	
39	626-212-36	\$239.17	
40	626-281-01	\$259.97	
41	626-281-17	\$167.25	
42	626-282-01	\$86.66	
43	626-282-03	\$86.66	
44	626-282-21	\$86.66	
45	626-282-22	\$86.66	
46	626-291-01	\$86.66	
47	626-291-15	\$155.98	

ASSESSMENT NUMBER	ASSESSORS TAX PARCEL	I. AMOUNT OF ASSESSMENT	II. ASSESSMENT AS MODIFIED
48	626-291-14	\$155.98	
49	626-211-08	\$162.92	
50	626-211-07	\$166.38	
51	626-211-06	\$243.51	
52	NOT USED		
53	626-202-19	\$183.71	
54	626-201-06	\$177.65	
55	626-201-11	\$86.66	
56	626-250-02	\$259.97	
57	626-250-03	\$259.97	
58	626-250-04	\$155.98	
59	626-250-05	\$363.96	
60	626-250-06	\$510.41	
61	626-070-59	\$86.66	
62	626-070-58	\$107.45	
63	626-070-33	\$86.66	
64	625-140-08	\$510.41	
65	625-140-20	\$493.95	
66	625-140-21	\$448.19	
66A	625-140-22	\$71.75	
67	625-140-05	\$161.18	
68	625-140-17	\$547.67	
69	626-250-11	\$86.66	
70	626-250-12	\$229.64	

ASSESSMENT NO:	ASSESSOR'S TAX PARCEL	OWNER'S NAME & ADDRESS	ASSESSMENT NO. ADDRESS
4	626-242-10	Pacific Bell	None State Assessed
5	626-242-09	Imperial Beach Post No. 820 American Legion Dept. of California 1268 Palm Ave. Imperial Beach, CA 91932	1268-1274 Palm Ave.
6	626-242-24	American Legion Imperial Beach Post No. 820 1268 Palm Ave. Imperial Beach, CA 91932	1252-1266 Palm Ave.
7	626-312-01	Franklin Family Survivors 1988/ Trust et al 90 El Rancho Vista Chula Vista, CA 91910	1253 Palm Ave.
8	626-312-13	TERRILEE Enterprises, Inc. 5360 Eastgate Mall #G San Diego, CA 92121	700 13 th Street
9	627-011-18	Dugan Co. LP P.O. Box 66 Imperial Beach, CA 91933	1311-1313 Palm Ave.
10	627-011-19	Casa Vista Estates 1285 Distribution Way Vista, CA 92081	1333 Palm Ave.
11	627-012-09	Locicero, Michael O & Louis J Young Montie R01-26-1995 Verg 4330 Grace Road Bonita, CA 91902	1337 Palm Ave.
12	627-012-10	Locicero, Michael O & Louis J Young Montie R01-26-1995 Verg 4330 Grace Road Bonita, CA 91902	1351 Palm Ave.
13	626-241-28	Marquez, John S. & Carole G. Trust P.O. Box 122159 Chula Vista, CA 91912	1240 Palm Ave.
14	626-241-19	Nelson, Greg & Michelle 1220 5 th Street Imperial Beach, CA 91932	1228 Palm Ave.
15	626-241-27	Zora, Fauzi O & Salam A. 151 Broadway Chula Vista, CA 91910	1200-1220 Palm Ave.
16	626-230-20	Imperial Beach Palm LLC 630 Rosecrans St. San Diego, CA 92106	1180 Palm Ave.

17	626-230-05	DOLEEN, Inc. 2307 Nielsen St. El Cajon, CA 92020	1158 Palm Ave.
18	626-170-05	Mikkelson, Frankie L 474 Naples St. Chula Vista, CA 91911	1144-1148 Palm Ave.
19	626-170-06	Hutchins Family Trust 07-23-2002 1138 Palm Ave. Imperial Beach, CA 91932-1619	1138 Palm Ave.
20	626-170-07	Moinat, Jean P & Wouter 18 Bahama Bend Coronado, CA 92118	1130 Palm Ave.
21	626-162-17	JP Morgan Chase Bank C/O JPMC Lease Administration 1111 Polaris Pkwy # 1J Columbus, OH 43240	1100 Palm Ave.
22	626-301-33	Goldman, Dean S. Trust 12-11-01 6363 Dwane Ave. San Diego, CA 92120	1101 Palm Ave.
23	626-301-23	Mikkelson, Frankie L/Smith, Kathryn A. 474 Naples St. Chula Vista, CA 91911	1115 Palm Ave.
24	626-301-18	McDonalds Corp.(DBA McDonalds Corp.) P.O. Box 182571 Columbus, Ohio 43218	1135 Palm Ave.
25	626-302-20	Martin, Michael 04-12-2006/Gale Family 1489 Connecticut St. Imperial Beach, CA 91932	1155 Palm Ave.
26	626-302-02	Wedelstedt, Edward J. 12740 E. Control Tower Rd. # J8 Englewood, CO 80112	1177-1179 Palm Ave.
27	626-302-16	Thrifty Oil Co. 13116 Imperial Hwy Santa Fe Springs, CA 90670	1185 Palm Ave.
28	626-311-01	Pacheco, Alejandra & Esther 760 8 th St. Imperial Beach, CA 91932	1205 Palm Ave.
29	626-311-02	Pacheco, Alejandra & Esther 760 8 th St. Imperial Beach, CA 91932	1215 Palm Ave.
30	626-311-14	Pedroza Revocable Family Trust 1770 Avenida Del Mundo, # 1607 Coronado, CA 92118	1221-1235 Palm Ave.

31	626-311-15	Yee Gregory Y. 5163 Brownell St. San Diego, CA 92110	1237-1239 Palm Ave.
32	626-222-25	Atchley 1992 C/O Leadingham Realty P.O. Box 1027 Imperial Beach, CA 91933	1058-1064 Palm Ave.
33	626-222-11	Shah Bankim M. & Nita 18038 Chieftan Ct. San Diego, CA 92127	1002-1012 Palm Ave.
34	626-221-11	Trieschman Family B. 08-12-993 C/O Gary Trieschman 672 10 th St. Imperial Beach, CA 91932	670-672 10 th Street
35	626-221-12	Guerra Alberto C. & Hortensia 986 Palm Ave. Imperial Beach, CA 91932	986 Palm Ave.
36	626-221-20	Darnell III Trust 12-23-1985/Barton Mary J. Family 06-12-1990 310 B Avenue Coronado, CA 92118	950 Palm Ave.
37	626-212-35	Robinson Jay TR. 2727 Sunset Hills Escondido, CA 92025	940-942 Palm Ave.
38	626-212-32	McGrew Addis A 2005/Family Vaughn 01-11-1993 1211 Helix Ave. Chula Vista, CA 91911	932-938 Palm Ave.
39	626-212-36	Union Bank C/O Union Bank P.O. Box 7788 Newport Beach, CA 92658	900 Palm Ave.
40	626-281-01	George A. Pearson, George P. Malone et al C/O G. & M. Oil Co. 16868 A Street Huntington Beach, CA 92647	907 Palm Ave.
41	626-281-17	Imperial Beach Community Clinic P.O. Box 459 Imperial Beach, CA 91933	949 Palm Ave.
42	626-282-01	OConnor Joseph & Gallo, Michael 951 Palm Ave. Imperial Beach, CA 91932	715 Emory St.
43	626-282-03	Mason, John G. & Phyllis M 3487 Via Mandril Bonita, CA 91902	975 Palm Ave.

44	626-282-21	Duran, Rosa C. 02-24-2006 859 Carolina St. Imperial Beach, CA 91932	987-989 Palm Ave.
45	626-282-22	White, James R./Cervantes Crystal 1720 Avenida Del Mundo #609. Coronado, CA 92118	995 Palm Ave.
46	626-291-01	Muirlands Investments LLC & Family Flores T. Family 01-20-1984 C/O Atomic Investments 3200 Highland Ave. #B4-2 National City, CA 91950	1003 Palm Ave.
47	626-291-15	Atomic Investments, Inc. 3200 Highland Ave. B4-2 National City, CA 91950	1025 Palm Ave.
48	626-291-14	Goycochea, Paulette T. 1085 Palm Ave. Imperial Beach, CA 91932	1085 Palm Ave.
49	626-211-08	Imperial Beach Promenade LLC C/O Property Tax Dept. 401 P.O. Box 4900 Scottsdale, AZ 85261	890 Palm Ave.
50	626-211-07	Imperial Beach Promenade LLC 162 South Rancho Rd. # B85 Encinitas, CA 92024	836-894 Palm Ave.
51	626-211-06	Albertsons LLC LF Imperial Beach Promenade LLC C/O CVS Pharmacy Inc. #9120-01 1 CVS Drive Woonsocket, RI 02895	800 Palm Ave.
52	NOT USED		
53	626-202-19	Castro Ramon & Marian 04-29-1996 4291 Arista St. San Diego, CA 92103	740 Palm Ave.
54	626-201-06	Morgan George Jr. P.O. Box 1285 Spring Valley, CA 91979	720-730 Highway 75
55	626-201-11	Farida Family 06-09-2006 13254 Devon Dr. Jamul, CA 91935	700-710 Highway 75
56	626-250-02	Sawhney, Parmela S. 10-09-2002 301 Ocean Blvd. Coronado, CA 92118	701-707 Palm Ave.
57	626-250-03	City of Imperial Beach Redevelopment Agency (Public Agency)	735 Palm Ave.

58	626-250-04	City of Imperial Beach Redevelopment Agency (Public Agency)	759 Palm Ave.
59	626-250-05	City of Imperial Beach Redevelopment Agency (Public Agency)	761-775 Palm Ave.
60	626-250-06	City of Imperial Beach Redevelopment Agency (Public Agency)	827 Palm Ave.
61	626-070-59	Arnold, Clifton J. And Edwin R. 2624 East 14 th St. National City, CA 91950	698 Highway 75
62	626-070-58	Lassman 03-02-1990 74-211 Via Pellestrina Palm Desert, CA 92260	690 Highway 75
63	626-070-33	D&A Semi Annual Mortgage Fund III LP C/O Dunham Mortgage Funds 10251 Vista Sorrento Parkway #200 San Diego, CA 92121	Vacant Land
64	625-140-08	D&A Semi-Annual Mtg Fund III LP C/O Dunham and Associates 10251 Vista Sorrento Parkway #200 San Diego, CA 92121	550 Highway 75
65	625-140-20	Smith Bernard Joseph 06-03-2004 C/O Bernardo Shores RV Park 500 Highway 75 Imperial Beach, CA 91932	500 Highway 75
66	625-140-21	Sliver Strand Plaza LLC P.O. Box 8908 Calabasas, CA 91372	Palm Ave. Vacant Commercial
66A	625-140-22	Pacific Bell Wireless LF Silver Strand Plaza ALLC	Palm Ave. State Assessed
67	625-140-05	Palm Avenue Properties/Pennell Family Properties 244 Palomar Street #A Chula Vista, CA 91911	650 Palm Ave.
68	625-140-17	Imperial Trailer Park LP 244 Palomar Street #A Chula Vista, CA 91911	674 Palm Ave.
69	626-250-11	Kupilik O. William/Nell Family Trust 1929 35 th St. Missoula, MT. 59801	Vacant Commercial
70	626-250-12	Zoura Family Trust 10-08-09 3189 Main St. Chula Vista, CA 91911	681 Highway 75



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: MARCH 21, 2012
ORIGINATING DEPT.: PUBLIC WORKS *HBK*
SUBJECT: DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON

BACKGROUND:

By Resolution 2012-7171, City Council approved the Engineer's "Report" for proceeding for the annual levy of assessments for Assessment District 67M. To proceed with the special assessment district, City Council must make preliminary findings and set a time and place for a public hearing.

DISCUSSION:

The attached resolution is a jurisdictional resolution under the "Landscaping and Lighting Act of 1972" proceedings, that declares the intent to proceed with the annual levy and collection of assessments in AD 67M and sets the time and place for the subsequent public hearing. The proposed time and place of the public hearing is:

6:00 p.m., Wednesday, May 2, 2012
City Council Chambers
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

The attached resolution also directs staff to provide public notification for the public hearing on the annual levy assessment for AD 67M.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

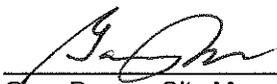
None

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Approve and adopt the proposed resolution.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7172

RESOLUTION NO. 2012-7172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M), AND SETTING A TIME AND PLACE FOR PUBLIC HEARING THEREON

WHEREAS, the City Council of the City of Imperial Beach, California, has previously formed a special assessment district pursuant to the terms of the "Landscaping and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special assessment district known and designated as ASSESSMENT DISTRICT 67-M (hereinafter referred to as the "Assessment District"); and

WHEREAS, at this time the City Council is desirous to take proceedings to provide for the annual levy of assessments for the next ensuing fiscal year to provide for the costs and expenses necessary to pay for the maintenance of the improvements in said Assessment District; and

WHEREAS, there has been presented and approved by this City Council the Engineer's "Report", as required by law, and this City Council is desirous of continuing with the proceedings for said annual levy.

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

RECITALS

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

DECLARATION OF INTENTION

SECTION 2. That the public interest and convenience requires, and it is the intention of this legislative body, to levy and collect assessments to pay the annual costs and expenses for the maintenance and/or servicing of the improvements for the Assessment District, said improvements generally described as the maintenance of public street lighting improvements in Highway 75 within the City limits of the City of Imperial Beach.

That no new improvements or any substantial changes in existing improvements are proposed as a part of these proceedings.

BOUNDARIES OF MAINTENANCE DISTRICT

SECTION 3. That said works of improvements are of direct benefit to the properties within the boundaries of said Assessment District, which Assessment District the legislative body previously declared to be the area benefited by said works of improvement, and for particulars, reference is made to the boundary map as previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and open for public inspection, and is designated by the name of this Assessment District.

REPORT OF ENGINEER

SECTION 4. That the "Report" of the Engineer, as preliminarily approved by this legislative body, is on file with the City Clerk and open for public inspection. Reference is made to said "Report" for a full and detailed description of the improvements to be maintained, the boundaries of the Assessment District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the Assessment District. It is hereby further determined that there are no new and/or increases in any assessments from those as previously authorized and levied.

PUBLIC HEARINGS

SECTION 5. NOTICE IS HEREBY GIVEN THAT ON MAY 2, 2012, AT THE HOUR OF 6:00 P.M. A PUBLIC HEARING WILL BE HELD IN THE REGULAR MEETING PLACE OF THE CITY COUNCIL, BEING THE COUNCIL CHAMBERS, CITY HALL, IMPERIAL BEACH, CA, AT WHICH TIME AND PLACE THE LEGISLATIVE BODY WILL HEAR PROTESTS OR OBJECTIONS IN REFERENCE TO THE ANNUAL LEVY OF ASSESSMENTS AND TO ANY OTHER MATTERS CONTAINED IN THIS RESOLUTION. ANY PERSONS WHO WISH TO OBJECT TO THE PROCEEDINGS OR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET FOR THE PUBLIC HEARING.

NOTICE

SECTION 6. That the City Clerk is hereby authorized and directed to give notice as required by law.

PROCEEDINGS INQUIRIES

SECTION 7. For any and all information relating to these proceedings, including information relating to protest procedure, your attention is directed to the person designated below:

H.A. (Hank) Levien, Public Works Director
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932
Telephone: (619) 423-8311

Written protests may be addressed to the City Clerk at the above address.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of March 2012, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



**STAFF REPORT
IMPERIAL BEACH HOUSING AUTHORITY**

TO: CHAIR AND BOARD MEMBERS OF THE IMPERIAL BEACH HOUSING AUTHORITY & MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GARY BROWN, EXECUTIVE DIRECTOR

MEETING DATE: MARCH 21, 2012

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, DIRECTOR
GERARD E. SELBY, REDEVELOPMENT COORDINATOR

SUBJECT: ADOPTION OF RESOLUTION NO. HA-12-11 APPROVING AN AFFORDABLE HOUSING AGREEMENT AND ACCEPTING PROPERTY FROM THE CITY FOR THE DEVELOPMENT OF 6 SEMI-DETACHED FOR-SALE HOUSES LOCATED AT 776 10TH STREET (APN 626-282-12) AND ADOPTION OF RESOLUTION NO. 2012-7175 MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433, APPROVING OF THE AFFORDABLE HOUSING AGREEMENT AND AUTHORIZING THE TRANSFER OF THE 10TH & DONAX PROPERTY FROM THE CITY TO THE HOUSING AUTHORITY

BACKGROUND

In November 2011, the Imperial Beach Housing Authority ("Authority") authorized staff to issue a Request for Proposals ("RFP") for a Real Estate Development Opportunity for the site located at 776 10th Street. The deadline for the submittal of responses was January 16, 2012, and the Agency received one proposal from San Diego Habitat for Humanity ("Habitat").

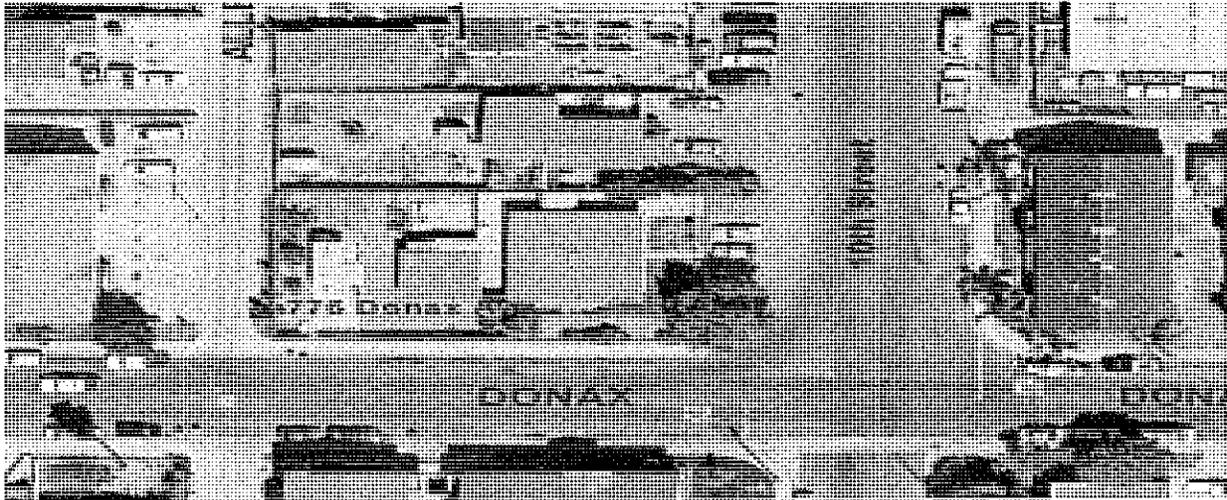
Habitat is the local affiliate of Habitat for Humanity International. It operates as an independent nonprofit organization, and is responsible for its own construction, family selection, fundraising and governance. Habitat's mission is to work in partnership with families to strengthen communities and transform lives by building new homes, rehabilitating existing homes and providing affordable homeownership opportunities for people in need in our community. Habitat has built 134 homes in San Diego County and has recently completed projects in the cities of National City, Carlsbad, and El Cajon.

Authority staff and special counsel have been negotiating the terms and conditions of an Affordable Housing Agreement ("Agreement") with Habitat ("Developer"). The proposed Agreement envisions that the Authority will provide property currently owned by the Housing Authority (the subject property) and \$500,000 in the form of a "conditional grant" to the

Developer for the purpose of constructing 6 units of affordable, for-sale housing to households earning up to 80% of Area Median Income ("Project").

Project/Site Description

The subject property is comprised of a vacant, 10,150 square foot parcel located at 776 10th Street at the northwest corner of 10th Street and Donax Avenue.



The Proposed Project would consist of six (6) two-story units averaging 1,350 square feet in size including garage parking. (See attached site plan)

ESSENTIAL TERMS AND CONDITIONS OF THE AGREEMENT

Proposed Financial Assistance

The Authority will provide the subject property (the land) and a "conditional grant" of low and moderate income housing funds ("Housing Funds") in the principal amount of up to **Five Hundred Thousand Dollars (\$500,000)** ("Authority Grant") to pay for a portion of the Project Costs.

For the commitment of the Authority's land and the disbursement of Housing Funds, the Authority proposes the following:

- The land will be transferred to the Developer under the following conditions:
 - ❖ Developer will complete the entitlement and building permit process and will provide evidence of sufficient equity and a performance bond for the Project.
 - ❖ The Executive Director has approved all sources of financing and uses of development and acquisition costs set forth in the approved Project Budget such that the Project is capable of being completed within the times set forth in the Schedule of Performance.

- ❖ Execution by the parties of a funding control agreement for the Authority Grant under terms and conditions approved by of the Executive Director.
- The \$500,000 Authority Grant will be distributed by the Authority under the following conditions:
 - ❖ The Executive Director has approved all Sources of Financing and uses of Development and Acquisition Costs set forth in the approved Project Budget.
 - ❖ No disbursements of the Authority funds shall occur prior to the exhaustion of all other sources of financing for the Project; provided, however, the Executive Director may modify this term at his or her sole and absolute discretion.

Affordability Covenants

- The affordability of the units would be restricted by recorded covenants for a period of 45 years.
- The units must be made affordable to households with an income of up to 80% of Area Median Income (AMI). For a household of 4, the maximum annual income would be approximately \$64,250.

Conditions of Unit Purchases

- Purchasers must qualify as a first-time homebuyer
- The purchased unit must be a primary residence
- Habitat will have a First Right of Refusal (meaning Habitat would buy the house back from the homeowner and find another low income family if the original purchaser wished to sell the unit)
- An Equity Sharing Agreement between the Developer and each owner must be executed as described below

An example of how an Equity Sharing Formula would be calculated is as follows:

- Assume the original purchase price of the home is \$269,000
- The Owner's Note at 100% Loan to Value is \$269,000
- The note is a 30-year, 0% interest loan, with monthly payments of \$747
- After 10 years have passed, the Owner has made 120 monthly payments, for a total of \$90,000 (rounded)
- The value of the home in Year 10 is assumed to be \$321,000 (Affordable Transfer Price)
- The Owner's Shared Equity totals \$107,000, as shown below:

Affordable Transfer Price		\$321,000
(Less) Transferring Owner's Note		<u>(\$269,000)</u>
Increase in Value		\$52,000
× (Number of Months Paid ÷ Total Number of Months in Loan)	(120 ÷ 360)	\$17,000
Add: Principal Payments Made		<u>\$90,000</u>
Owner's Shared Equity		\$107,000

Therefore, the "Owner's Shared Equity" is \$107,000.

Financial Analysis

Keyser Marston Associates, Inc. (KMA) has undertaken a detailed financial analysis of the proposed development and prepared a Summary Report as required by Section 33433 of the California Community Redevelopment Law. In estimating the direct costs of the development, KMA reviewed the financial pro forma submitted by the Developer. KMA made several adjustments to the Developer pro forma based on industry standards and their experience with comparable projects in Southern California. The development costs for the Project, excluding acquisition, are estimated to total \$1,248,000. This equates to \$154 per square feet of total gross building area (GBA).

These costs include the following:

- Direct construction costs, such as site preparation, parking, shell construction, furniture fixtures & equipment, and contingency are estimated to total \$974,000. This equates to \$120 per square feet of GBA.
- Indirect costs, such as architecture, engineering, permits and fees are projected to be \$274,000, or 28.1% of direct costs.
- There are no financing costs associated with development of the Project.

The gross sales proceeds of the residential units are based on the affordable sales prices calculated in accordance with California Health and Safety Code (H&SC) Section 50052.5. The maximum per-unit sales price is based on the appropriate household size for a given unit size and specific income thresholds. Per H&SC 50052.5, a three-bedroom unit is assumed to house a four-person household.

Based on this information and AMI figures for the County of San Diego, as determined by the State of California Department of Housing and Community Development (HCD), the maximum unit sales price for a low-income three-bedroom unit is estimated to be \$269,000 (2012 figures). This maximum affordable sales price assumes that the Developer provides 30-year, 0% interest financing to each homebuyer.

The below-market financing offered to the homebuyers substantially reduces the present value of the revenue stream received by the Developer. Assuming a 30-year term, the Developer is expected to receive monthly payments of \$747 for each unit. The present value of this stream of payments, discounted at 6.0%, is estimated to total \$124,600 per unit, or say total gross sales proceeds of \$748,000.

The residual value supported by the Project can be estimated as the difference between the total development costs and the warranted investment that can be attracted to the Project, as shown below:

	Residual Land Value
Gross Sales Proceeds	\$748,000
(Less) Development Costs (1)	(\$1,248,000)
Residual Land Value	(\$500,000)

(1) Excludes acquisition costs

Based on the foregoing, therefore, KMA concludes that the fair re-use value of the Site is **negative** \$500,000.

The proposed subsidy for the 10th & Donax Project is \$147,000 (rounded) per affordable for-sale unit, as shown below:

Housing Authority and Development Costs

<u>Authority Cost</u>	<u>Amount</u>
Site Acquisition	\$330,691
Demolition	\$15,600
Other Third-Party Costs	\$35,000
Subtotal Authority Costs	\$381,291
Add: Authority Loan	\$500,000
Total Authority Costs	\$881,291
Per Affordable Unit	\$147,000

<u>Development Costs</u>	<u>Amount</u>
Direct Costs	\$974,000
Indirect Costs	\$274,000
Financing Cost	\$0
Total Development Costs	\$1,248,000

Preliminary Project Schedule

The following is a proposed schedule for approval, building plan approval process and construction of the project:

Event	Date
Housing Authority Approval of the Affordable Housing Agreement	March 21, 2012
Building Plan Approval Process	September 2012 to February 2013
Construction	January 2014 to September 2015

Transfer of City-Owned Land to the Housing Authority

Currently, the property at 776 Donax Avenue is owned by the City of Imperial Beach. In order to effectuate this Agreement, the City of Imperial Beach would transfer the property from the City to the Authority.

ENVIRONMENTAL IMPACT

The 10th & Donax Housing Project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 as a Class 32 project (In-Fill Development Projects). Staff will issue a Notice of Exemption with the County of San Diego.

FISCAL IMPACT

Housing Funds are available in the Fiscal Year 2011-2012 budget for this project.

DEPARTMENT RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2012-7175 making certain findings pursuant to Health and Safety Code Section 33433, approving of the Affordable Housing Agreement between the Housing Authority and San Diego Habitat for Humanity and authorizing the transfer of the property located at 776 Donax Avenue (APN 626-282-12) for development of the 10th & Donax Affordable Housing Project.

Staff further recommends that the Housing Authority:

1. Adopt Resolution No. HA-12-11 approving an Affordable Housing Agreement between the Housing Authority and San Diego Habitat for Humanity for the 10th & Donax Affordable Housing Project; and
2. Accept the transfer of property located at 776 Donax Avenue (APN 626-282-12) from the City of Imperial to the Housing Authority; and
3. Authorize the Executive Director to sign all documents necessary and appropriate to carry out and implement the Agreement and to administer the Authority's obligations, responsibilities, and duties to be performed under said Agreement.

EXECUTIVE DIRECTOR'S RECOMMENDATION

Approve Department Recommendation.



Gary Brown, Executive Director/City Manager

Attachments:

1. Housing Authority Resolution No. HA-12-11
2. City Council Resolution No. 2012-7175
3. Affordable Housing Agreement
4. Section 33433 Summary Report
5. Site Plan & Elevations

RESOLUTION NO. HA-12-11

A RESOLUTION OF THE IMPERIAL BEACH HOUSING AUTHORITY, APPROVING AN AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE IMPERIAL BEACH HOUSING AUTHORITY AND SAN DIEGO HABITAT FOR HUMANITY AND ACCEPTING PROPERTY FROM THE CITY OF IMPERIAL BEACH FOR THE DEVELOPMENT OF SIX (6) SEMI-DETACHED FOR-SALE HOUSES LOCATED AT 776 10TH DONAX (APN 626-282-12) AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the Imperial Beach Housing Authority ("Authority") is authorized pursuant to Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code (the "Act") to make loans for the purpose of financing affordable housing projects; and

WHEREAS, the Authority has set objectives for the development of affordable housing in accordance the Authority's policies; and

WHEREAS, in order to serve these objectives, the Authority desires to assist in the creation and rehabilitation of existing multifamily housing and in maintaining affordable housing; and

WHEREAS, the California Government Code, Section 65864 et seq. authorizes local agencies to enter into a property development agreement with any person having a legal or equitable interest in real property for development of such real property in order to establish certain development rights in the real property; and

WHEREAS, San Diego Habitat for Humanity ("Developer") desires to enter into a proposed Affordable Housing Agreement ("Agreement") with the Authority for the acquisition and development of six (6) semi-detached for-sale houses located at 776 10th Donax in the City of Imperial Beach, California ("Site"), for ownership by low-income households (the "Improvements"); and

WHEREAS, the proposed Agreement contemplates that the Authority would provide land and financing to the Developer in the form of a grant not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to construct the Improvements in accordance with the Agreement ("Project"); and

WHEREAS, the Site was previously transferred to the City of Imperial Beach ("City") in order to allow the City to appropriately complete redevelopment projects and other related activities set forth in the Agreement of Purchase and Sale and Joint Escrow Instructions dated March 2, 2011 ("Purchase Agreement") by and between the City and the Redevelopment Agency of the City of Imperial Beach, a public record on file in the Office of the City Clerk, pursuant to Section 33220 and Section 33432 of the California Community Redevelopment Law (Heath and Safety Code sections 33000 et seq.).

WHEREAS, the transfer of the Site of the City to the Authority is expressly authorized by the Act, including but not limited to Section 34510.

WHEREAS, the Authority has duly considered all terms and conditions of the proposed transfer and sale of the Site and the information contained in the staff report and provided at the public hearing, and believes that the development of the Site pursuant to the proposed Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local law and requirements.

WHEREAS, the Developer is a corporation organized under the laws of the State of California; and

WHEREAS, the Developer intends to develop the Site as six (6) semi-detached two-story single family homes in compliance with land use policies and regulations as set forth in the City's General Plan and with the terms and conditions set forth in the Agreement; and

WHEREAS, The proposed Project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 as a Class 32 project (In-Fill Development Projects); and

WHEREAS, Staff will issue a Notice of Exemption with the County of San Diego; and

WHEREAS, the Authority desires to provide a grant of housing funds to the Developer in an amount not to exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)**.

NOW, THEREFORE, BE IT RESOLVED, by the Authority, as follows:

1. The Authority is authorized to grant Developer an amount not to exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** in accordance with the terms of the final form of the Agreement.
2. The Authority recognizes that it has received and heard all oral and written objections to the proposed Agreement, to the proposed transfer and sale of the Site pursuant to the proposed Agreement, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.
3. The Authority hereby finds and determines that the foregoing recitals are true and correct.
4. The Authority hereby finds and determines that the sale of the Site will assist in the elimination of blight and is consistent with the Implementation Plan adopted pursuant to Health and Safety Code Section 33490.
5. The Authority hereby finds and determines that the consideration to be paid by the Developer for the sale of the Site as described in the Agreement is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the Agreement.
6. The transfer of the Site and the proposed Agreement between the Authority and the Developer for the Project is approved, subject to any changes recommended by special counsel and approved by the City Attorney and Executive Director.
7. The Executive Director or designee, is authorized and empowered to accept transfer of the Site and to execute, for and on behalf of the Authority, the final form of the

Agreement with the Developer for the development of the Project and to sign all documents necessary and appropriate to carry out and implement the Agreement and to administer the Authority's obligations, responsibilities, and duties to be performed under said Agreement.

8. The Authority authorizes the Secretary to execute the Certificate of Acceptance of the deed for the transfer of ownership of the Site from the City to the Authority upon preparation and subject to prior written approval of the Authority's General Counsel.

PASSED, APPROVED, AND ADOPTED by the Imperial Beach Housing Authority of the City of Imperial Beach at its meeting held on the 21st day of March 2012, by the following roll call vote:

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

JAMES C. JANNEY, CHAIR

ATTEST:

JACQUELINE M. HALD, MMC
SECRETARY

RESOLUTION NO. 2012-7175

A RESOLUTION OF THE CITY COUNCIL OF IMPERIAL BEACH, MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND SAFETY CODE 33433, APPROVING OF THE AFFORDABLE HOUSING AGREEMENT BY AND BETWEEN THE IMPERIAL BEACH HOUSING AUTHORITY AND SAN DIEGO HABITAT FOR HUMANITY, AND AUTHORIZING THE TRANSFER OF PROPERTY FROM THE CITY OF IMPERIAL BEACH TO THE IMPERIAL BEACH HOUSING AUTHORITY FOR THE DEVELOPMENT OF SIX (6) SEMI-DETACHED FOR-SALE HOUSES LOCATED AT 776 10TH DONAX (APN 626-282-12)

WHEREAS, the Imperial Beach Housing Authority ("Authority") is authorized pursuant to Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code (the "Act") to make loans for the purpose of financing affordable housing projects; and

WHEREAS, the Authority has set objectives for the development of affordable housing in accordance the Authority's policies; and

WHEREAS, in order to serve these objectives, the Authority desires to assist in the creation and rehabilitation of existing multifamily housing and in maintaining affordable housing; and

WHEREAS, the California Government Code, Section 65864 et seq. authorizes local agencies to enter into a property development agreement with any person having a legal or equitable interest in real property for development of such real property in order to establish certain development rights in the real property; and

WHEREAS, San Diego Habitat for Humanity ("Developer") desires to enter into a proposed Affordable Housing Agreement ("Agreement") with the Authority for the acquisition and development of six (6) semi-detached for-sale houses located at 776 10th Donax in the City of Imperial Beach, California as more particularly described therein ("Site"), for ownership by low-income households ("Improvements"); and

WHEREAS, the proposed Agreement contemplates that the Authority would provide land and financing to the Developer in the form of a grant not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to construct the Improvements in accordance with the Agreement ("Project"); and

WHEREAS, the Site was previously transferred to the City of Imperial Beach ("City") in order to allow the City to appropriately complete redevelopment projects and other related activities set forth in the Agreement of Purchase and Sale and Joint Escrow Instructions dated March 2, 2011 ("Purchase Agreement") by and between the City and the Redevelopment Agency of the City of Imperial Beach, a public record on file in the Office of the City Clerk, pursuant to Section 33220 and Section 33432 of the California Community Redevelopment Law (Heath and Safety Code sections 33000 et seq.).

WHEREAS, the transfer of the Site of the City to the Authority is expressly authorized by the Act, including but not limited to Section 34510.

WHEREAS, the City Council of the City of Imperial Beach ("City Council") has duly considered all terms and conditions of the proposed transfer and sale of the Site and the information contained in the staff report and provided at the public hearing, and believes that the development of the Site pursuant to the proposed Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local law and requirements.

WHEREAS, the Developer is a corporation organized under the laws of the State of California; and

WHEREAS, the Developer intends to develop the Site as six (6) semi-detached two-story single family homes in compliance with land use policies and regulations as set forth in the City's General Plan and with the terms and conditions set forth in the Agreement; and

WHEREAS, The proposed Project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 as a Class 32 project (In-Fill Development Projects); and

WHEREAS, Staff will issue a Notice of Exemption with the County of San Diego; and

WHEREAS, the Authority desires to provide a grant of housing funds to the Developer in an amount not to exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)**.

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

1. The City Council recognizes that it has received and heard all oral and written objections to the proposed Agreement, to the proposed transfer and sale of the Site pursuant to the proposed Agreement, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.
2. The City Council hereby finds and determines that the foregoing recitals are true and correct.
3. The City Council hereby finds and determines that the sale of the Site will assist in the elimination of blight and is consistent with the Implementation Plan adopted pursuant to Health and Safety Code Section 33490.
4. The City Council hereby finds and determines that the consideration to be paid by the Developer for the sale of the Site as described in the Agreement is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the Agreement.
5. The transfer of the Site and the proposed Agreement between the Authority and the Developer for the Project is approved, subject to any changes recommended by special counsel and approved by the City Attorney and Executive Director.
6. The City Manager or designee is hereby authorized and directed to take all reasonable and necessary actions and sign on behalf of the City all reasonable and necessary documents and instruments, including the grant deed, first approved in writing by the City Attorney to accept the transfer of the Site from the City to the

Authority.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of March 2012, by the following roll call vote:

AYES:	COUNCIL MEMBER:
NOES:	COUNCIL MEMBER:
ABSENT:	COUNCIL MEMBER:

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

AFFORDABLE HOUSING AGREEMENT
BY AND BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF IMPERIAL BEACH
AND
SAN DIEGO HABITAT FOR HUMANITY, INC.
A CALIFORNIA NON-PROFIT CORPORATION

AFFORDABLE HOUSING AGREEMENT

THIS AFFORDABLE HOUSING AGREEMENT dated as of March 7, 2012 (“**Agreement**”) is entered into by and between THE HOUSING AUTHORITY OF THE CITY OF IMPERIAL BEACH, a public body, corporate and politic, (“**Authority**”) and SAN DIEGO HABITAT FOR HUMANITY, INC., a California non-profit corporation (“**Developer**”). The Authority and the Developer agree as follows:

RECITALS

A. The City Council of the City of Imperial Beach (the “**City Council**”) adopted the redevelopment plan (the “**Redevelopment Plan**”) for the Palm Avenue/Commercial Redevelopment Project Area on February 6, 1996 (the “**Project Area**”) by Ordinance No.96-901, which results in the allocation of property taxes from the Project Area to the Redevelopment Agency of the City of Imperial Beach (“**Agency**”) for purposes of redevelopment. The Redevelopment Plan was subsequently amended on July 18, 2001 by Ordinance No. 2001-70 (the “**First Amendment**”) to add territory to the Project Area, and on December 20, 2006 by Ordinance No. 2006-1050 (the “**Second Amendment**”) to make certain clarifications, and on March 5, 2008 by Ordinance No. 2008-1066 (the “**Third Amendment**”) to extend the eminent domain authority of the Redevelopment Agency of the City of Imperial Beach, a public body corporate and public (the “**Agency**”). The Redevelopment Plan, as amended by the First Amendment, the Second Amendment and the Third Amendment shall be referred to herein as the “**Redevelopment Plan**”.

B. The intent of the Redevelopment Plan is, in part, to increase, improve and preserve the community’s supply of low and moderate income housing, some of which may be located or implemented outside the Project Area, and to expend tax increment to accomplish these goals and objectives in conformity with the Redevelopment Plan.

C. The Agency has adopted its Five-Year Implementation Plan for the Project Area, as amended from time to time (the “**Implementation Plan**”) with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization. To implement the programs and activities associated with each goal, the Agency has made redevelopment fund commitments and budget allocations based on estimated available tax increment revenue and debt financing structures.

D. Sections 33334.2 and 33334.3 of California’s Community Redevelopment Law [Health & Safety Code §§33000, et seq.] (“**CRL**”) require the Agency to use 20 percent of taxes allocated to the Agency pursuant to Section 33670 of the CRL for the purpose of increasing, improving, and preserving the community’s supply of low and moderate income housing.

E. Pursuant to Sections 33220 and 33206 of the CRL and Section 34312.5 of California’s Housing Authorities Law [Health & Safety Code §§34200, et seq.]

(“**Housing Law**”), certain public bodies, including the City of Imperial Beach (“**City**”) and the Authority may aid and cooperate in the planning, undertaking, construction, or operation of low and moderate income housing in the community.

F. To carry out the Agency’s redevelopment program in accordance with the objectives and purposes of the Redevelopment Plan for the Project Area and the Implementation Plan thereof, the City established the Authority and thereafter the Agency transferred its housing assets to the Authority pursuant to Joint Resolution No. 2011/6989/R-11-241 (the “**Housing Asset Transfer Resolution**”), to assist the Authority in remedying the conditions set forth in Housing Authorities Law, including, but not limited to, acquisition and disposition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing and new construction or rehabilitation, construction management, mortgage assistance to qualifying households, subsidies to individuals and families, asset management, project monitoring and administration of agreements.

G. To carry out the Housing Asset Transfer Resolution and the objectives and purposes of the Redevelopment Plan for the Project Area and the Implementation Plan thereof, the Authority desires implementation and completion of the project described in Exhibit 1 attached hereto and incorporated herein by this reference (the “**Project**”).

E. The Developer wishes to enter into this Agreement to expeditiously implement the Project in accordance with this Agreement, the Redevelopment Plan and the Implementation Plan thereof.

F. In considering the Authority’s desire to ensure timely implementation and completion of the Project, the Authority wishes to enter into this Agreement with the Developer for the payment of bond proceeds to finance the Project subject to and conditioned upon the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. INTRODUCTORY PROVISIONS

1. The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

2. The Authority is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Housing Authorities Law of the State of California, Section 34200, et seq. of the California Health and Safety Code. The principal office of the Authority is located at 825 Imperial Beach Boulevard, Imperial Beach, California 91932 or such other location of which notice is given pursuant to this Agreement. Its facsimile number is (619) 628-1395. “**Authority**” as used in this Agreement includes the Housing Authority of the City of Imperial Beach and any assignee of or successor to its rights, powers and responsibilities, whether voluntary or involuntary successors, or whether successors by operation of law.

3. The Developer is San Diego Habitat for Humanity, Inc., a California non-profit corporation. The principal office of the Developer is located at 10222 San Diego Mission Road, San Diego, California 92108 or such other location of which notice is given pursuant to this Agreement. Its facsimile number is (619) 516-5264.

4. The qualifications and identity of the Developer are of particular concern to the Authority. It is because of those qualifications and identity that the Authority has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly approved by the Authority. Any transfer or attempted transfer of the Developer's rights, interests and/or obligations under this Agreement without the prior written approval of the Authority shall be void *ab initio*. Notwithstanding the foregoing, the Developer may, by instrument in writing reasonably satisfactory to the Authority, transfer its rights, interests and obligations under this Agreement to a limited partnership in which the Developer, or an entity affiliated with the Developer and reasonably approved by the Authority, is the managing general partner or to a limited liability company in which the Developer, or an entity affiliated with the Developer and reasonably approved by the Authority, is the managing member.

5. The Developer shall promptly notify the Authority of any and all changes whatsoever in the identity of the parties in ownership and/or in control of the Developer or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information. This Agreement may be terminated by the Authority and the Authority may exercise any and all available remedies if there is any significant change (voluntary or involuntary) in membership, ownership, management or control, of the Developer or any general partner or member of the Developer (other than such changes occasioned by the death or incapacity of any individual) without the prior written consent of the Authority.

6. Developer shall not assign or attempt to assign this Agreement or any right herein without prior written approval of the Authority Executive Director, except as expressly permitted by this Agreement. Any proposed transferee shall have the qualifications and financial responsibility necessary and adequate as may be reasonably determined by the Authority to fulfill the obligations undertaken in this Agreement by the Developer. Any such proposed transferee, by instrument in writing satisfactory to the Authority and in form recordable among the land records, for itself and its successors and assigns, and for the benefit of the Authority shall expressly assume all of the obligations of the Developer under this Agreement and agree to be subject to all conditions and restrictions applicable to the Developer in this Agreement. There shall be submitted to the Authority for review all instruments and other legal documents proposed to affect any such transfer, and if approved by the Authority, its approval shall be indicated to the Developer in writing. In the absence of specific written agreement by the Authority, no transfer, or approval thereof by the Authority, shall be deemed to relieve the Developer or any other party from any obligations under this Agreement. Consent to any transfer shall not be deemed to be a waiver of the right to require consent to future or successive transfers.

II. AUTHORITY'S OBLIGATIONS

1. The Project to be implemented and completed by the Developer is described on the attached Exhibit 1. Subject to and conditioned upon the terms and conditions of this Agreement, the Authority agrees to provide to the Developer, but solely from funds described in Paragraph 2, below, an amount not to exceed the amount set forth in the Method of Financing attached hereto as Exhibit 2, which is incorporated herein by this reference, to assist the Developer in paying the costs of carrying out the Project, including without limitation and as applicable to the Project, costs incurred by the Developer for the acquisition and disposition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing and new construction or rehabilitation, construction management, asset management, mortgage assistance to qualifying households, subsidies to qualifying individuals and families, project monitoring and administration of agreements and other reasonable, customary and lawful expense incurred by the Developer and approved by the Authority related to carrying out the Project. The Developer shall be responsible, without cost to the Authority, for any additional sources of funds that may be needed to complete the Project.

2. The obligations of the Authority under this Agreement shall be a special limited obligation, payable solely out of funds received by the Authority from the Agency pursuant to the aforementioned Housing Asset Transfer Resolution, and is not and shall not be a pledge of or obligation payable through the City's general fund. The Authority shall have no obligation whatsoever to utilize any other source of funds, other than funds received by the Authority from the Agency under the Housing Asset Transfer Resolution to make the payments to the Developer required hereunder.

3. All payments due to be made by the Authority to the Developer under this Agreement shall be made only as necessary to pay the costs and expenses incurred by the Developer in performing its obligations hereunder and shall be subject to the conditions set forth in this Agreement. As a condition precedent to each payment by the Authority to the Developer, the Developer shall have duly performed each and every obligation to be performed by Developer hereunder and Developer's representations, warranties and covenants set forth in this Agreement shall be true and correct as of the date of such payment.

4. If the Project requires the use or improvement of property owned by the Authority, the Authority and the Developer shall meet and confer in good faith, with the objective of reaching agreement upon the rights and interests in the property to be conveyed to the Developer, which may include without limitation rights of entry, licenses, easements, ground leases, and/or conveyance of fee title, and the terms upon which such rights and interests shall be conveyed, including without limitation the terms and timing of payment and the ownership of any improvements to be made upon the property.

5. Except as otherwise expressly provided in this Agreement, neither the Authority or the City undertakes nor assumes nor will have any responsibility, right or

duty to Developer or to any third party to review, inspect, supervise, pass judgment upon or inform Developer or any third party of any matter in connection with the Project, whether with respect to the quality, adequacy or suitability of the plans, any labor, service, equipment or material furnished to the Project, any person furnishing the same or otherwise. Developer and all third parties shall rely upon its or their own judgment regarding such matters, and any review, inspection, supervision, exercise of judgment or information supplied to Developer or to any third party by the Authority in connection with such matter is for the public purpose of providing affordable housing set forth in the Recitals hereof, and neither Developer (except for the purposes set forth in this Agreement) nor any third party is entitled to rely thereon.

III. DEVELOPER'S OBLIGATIONS

1. The Developer shall accept any funds offered by the Authority pursuant to this Agreement and shall devote those funds solely to completion of the Project by reimbursing itself for approved costs paid, or using such funds to make approved expenditures, to perform the work required to carry out and complete the Project pursuant to this Agreement.

2. The Developer acknowledges and agrees that to the extent that the Authority has any financial obligation to Developer pursuant to this Agreement, such financial obligation is and shall be a special limited obligation, payable solely from payments made to the Authority by the Agency pursuant to the Housing Asset Transfer Resolution, and is not and shall not be a pledge of or obligation payable through the City's general fund. The Developer acknowledges and agrees that the Authority shall have no obligation whatsoever to utilize any other source of funds, other than funds received by the Authority from the Agency under the Housing Asset Transfer Resolution to make the payments to the Developer required hereunder.

3. By execution of this Agreement, Developer hereby waives, releases and discharges the Authority, the Agency, the City, and their respective members, officers, employees, agents, contractors and consultants, from any and all present and future claims, demands, suits, legal and administrative proceedings, and from all liability for damages, losses, costs, liabilities, fees and expenses (including, without limitation, attorneys' fees) arising out of or in any way connected with the Authority's ability to meet its financial obligations under this Agreement as a result of State action with respect to Assembly Bills x1 26 and AB x1 27 which were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011 and any future or current litigation related thereto, including *California Redevelopment Assn. v. Matosantos* (S194861). Notwithstanding Section 11 of this Agreement, the Authority's failure to meet its financial obligations under this Agreement as a result of State action with respect to Assembly Bills x1 26 and AB x1 27 and any future or current litigation related thereto, including *California Redevelopment Assn. v. Matosantos* (S194861) shall not constitute a default by the Authority under this Agreement.

Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

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

To the extent of the release set forth in this Section 3, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

4. The Developer shall obtain all land use entitlements, approvals and permits, including any review and clearance under the California Environmental Quality Act (“CEQA”), necessary for Developer’s completion of the Project and shall pay all City and California Coastal Commission fees in connection therewith. The Authority shall provide reasonable assistance to Developer in obtaining these permits but shall have no obligation to accelerate the permitting process and shall have no liability to Developer for damages incurred as a result of the Developer’s inability to obtain, or delay in obtaining, such permits, approvals or entitlements. Developer understands and agrees that any Authority approvals shall not constitute or guarantee approvals required from the City or any other governmental agency. This Agreement is not a “Development Agreement” as provided in Section 65864 et seq. of the California Government Code. Developer shall comply with all applicable conditions of approval required by the City.

5. The Developer’s architect and general contractor (if applicable) and other members of Developer’s Project team, as designated by the Authority, shall be subject to the reasonable approval of the Authority.

6. It is anticipated that Developer will contract for performance of specific activities in the implementation and completion of the Project. Such contracts shall not in any way diminish or waive Developer’s obligations under this Agreement.

7. Unless otherwise approved by the Authority in its sole discretion, the Developer shall obtain a minimum of three (3) competitive bids for contracts to be let by the Developer for performance of work under this Agreement. If the Developer or an affiliate of the Developer proposes to serve as the general contractor for the Project, then such competitive bidding requirement shall also apply to subcontracts to be let by the Developer or its affiliate.

8. During the preparation of all drawings and plans for the Project (if applicable), the Authority staff and Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by the Authority. The Authority staff and Developer shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to the Authority can receive timely consideration. The Authority shall have the right to review and approve all design drawings and plans for the Project. All plans for construction of the Project shall be subject to applicable City design review and approval procedures, and shall be consistent with the logical evolution of the approved scope of development, except as otherwise approved by the Authority.

9. If the Project requires new construction or rehabilitation, the Developer shall submit an audited cost certification following completion of the construction/rehabilitation. If the Authority funds are provided in the form of a loan, for each year during the term of the Authority loan after the completion of construction, an annual audited income and expense statement, balance sheet and statement of all changes in financial position shall be submitted, signed by an authorized officer of the Developer.

10. As a condition precedent to the Authority's funding of Project costs, the Developer must, unless waived in writing by the Authority in its sole discretion,:

- a. Prepare and submit a reasonably detailed Project scope for approval by the Authority. Developer's proposed Project scope shall be consistent with the Project Description attached hereto as Exhibit 1, which is incorporated herein by this reference.
- b. Propose a reasonably detailed budget for approval by the Authority, which shall indicate the items for which payment will be sought, the anticipated cost of each item, the proposed source of funding and a proposed payment schedule. Line item estimates of costs shall be backed up by such documentation, including appraisals and construction cost estimates, as may reasonably be required by the Authority. Developer's proposed budget shall be consistent with the Project Budget attached hereto as Exhibit 3, which is incorporated herein by this reference. Developer acknowledges that the Authority is relying on Developer's experience and expertise in establishing the costs for the Project and Developer agrees that its proposed budget shall be based on the best, good faith estimate of the Developer of the costs that are likely to be incurred for the Project.
- c. Propose to the Authority for its consideration whether funds to be provided by the Authority would be in the form of direct payment for costs incurred or in the form of loans, deferred payments, or other funding mechanism. Prior to the Authority funding any of the costs incurred by the Developer, the Developer shall enter into promissory notes, deeds of trust and/or other instruments as are customary and appropriate to the agreed funding mechanism and in a form that is mutually acceptable to the parties. Payment of approved costs shall be made in accordance with the Authority's customary disbursement procedures and requirements.
- d. Submit for approval by the Authority evidence of financing, including loan commitments and documents, consistent with the approved project scope (including plans and drawings approved by the Authority) and the approved budget and sufficient to completely finance the completion of the Project, including the financing required to convert from the construction to the permanent phase of the Project.
- e. Prepare and submit for Authority approval a schedule of performance providing for the timely satisfaction of all conditions precedent to the

Authority's funding of the Project and the timely commencement and completion of Developer's performance of its obligations under this Agreement. Except as otherwise approved by the Authority, failure to comply with the approved schedule of performance shall be a default under the terms of this Agreement. Developer's proposed schedule shall be consistent with the Schedule of Performance attached hereto as Exhibit 4 and incorporated herein by this reference. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing by Developer and the Authority.

- f. If applicable to the Project, submit to the Authority a Phase 1 Environmental Site Assessment and conduct such additional environmental testing as may be necessary to determine that hazardous materials are not present on the site, or that any hazardous materials on the site may be remediated without adversely affecting the feasibility of the Project. To the extent applicable, the Developer shall execute an environmental indemnity in favor of the Authority similar to the form of environmental indemnity used in other transactions of a similar nature in San Diego County.
- g. If applicable to the Project, execute instruments in connection with the conveyance to the Developer of rights or interests in property owned by the Authority, in a form that is mutually acceptable to the parties.
- h. Submit for Authority review and approval all corporate and partnership or limited liability formation documents for any entity to be formed by the Developer for the performance of the Project and its constituent general partners or members, certificates of good standing and/or other evidence of current authority for all such entities to conduct business within the State of California, agreements with the tax credit investor (if any), and express consents and resolutions consenting to this transaction, as the Authority may determine to be applicable.
- i. Obtain and maintain policies of insurance in the form and in the amounts required by the Authority, naming the City as an additional insured and, if applicable, naming the Authority as a loss payee, and meeting the insurance requirements customarily included in Authority agreements.

11. The Authority shall require the execution by the appropriate parties of a Declaration of Covenants and Restrictions ("**Covenants**"), restricting for a period required by the Authority in compliance with the CRL of the maximum income of occupants and the maximum purchase price or rents that may be charged, which shall be recorded against property acquired or improved with funds provided by the Authority. The Covenants shall be in the customary form required by the Authority and shall require Authority approval of any housing management company and management plans relating to the management and operation of the Project, as applicable. Unless otherwise approved

by the Authority, in its sole discretion, the Covenants must be recorded in senior position to any financing for the Project.

12. The Developer shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws, including but not limited to the applicable requirements of the California Environmental Quality Act. The provision of any funds to the Project is conditioned on the Authority's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review. Developer must not undertake or unconditionally commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance.

13. Developer shall carry out its activities under this Agreement, including, without limitation, any and all public works (as defined by applicable law), if any, in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws (including, without limitation, any applicable requirement to pay state prevailing wages). Developer hereby agrees that Developer shall have the obligation to provide any and all disclosures, representations, statements, rebidding, and/or identifications which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer hereby agrees that Developer shall have the obligation to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law. Developer shall indemnify, protect, defend and hold harmless the Authority, the City of Imperial Beach, and their respective elected and appointed officers, employees, contractors and agents, with counsel reasonably acceptable to the Authority and City, from and against any and all loss, liability, damage, claim, cost, expense, and/or "increased costs" (including labor costs, penalties, reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Project, including, without limitation, any and all public works (if any) (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Chapter 804, Statutes of 2003; (3) the implementation of Sections 1726 and 1781 of the Labor Code, as the same may be enacted, adopted or amended from time to time, or any other similar law; (4) failure by Developer to provide any required disclosure representation, statement, rebidding and/or identification which may be required by Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, or any other provision of law; and/or (5) failure by Developer to provide and maintain any and all bonds to secure the payment of contractors (including the payment of wages to workers performing any public work) which may be required by the Civil Code, Labor Code Section 1781, as the same may be

enacted, adopted or amended from time to time; (6) failure to comply with the California Coastal Act; (7) failure to comply with the California Environmental Quality Act; or any other provision of law. Developer hereby expressly acknowledges and agrees that neither the City nor the Authority has ever previously affirmatively represented to the Developer or its contractor(s) in writing or otherwise, that the work to be covered by the bid or contract is not a “public work,” as defined in Section 1720 of the Labor Code. It is agreed by the parties that, in connection with Developer’s performance of the work, including, without limitation, any public work (as defined by applicable law), if any, Developer shall bear all risks of payment or non-payment of state prevailing wages and/or the implementation of Chapter 804, Statutes of 2003 and/or Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. “Increased costs” as used in this Section 12 shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Agreement.

14. Developer and its successors-in-interest shall indemnify, defend and hold harmless the City and the Authority, their elected and appointed officials, officers, employees, agents, contractors and consultants (individually and collectively, the “Indemnitees”) from and against any and all claims, lawsuits, judgments, liability, injury or damage, including without limitation associated and reasonably incurred attorneys’ fees and court and litigation costs arising out of the defense of any such claims and/or lawsuits, and actual attorneys’ fees and court and litigation costs that may be awarded by the court and required to be paid by the Indemnitees resulting or arising from or in any way connected to this Agreement including but not limited to the following: (i) any plans or designs for improvements prepared by or on behalf of Developer, including without limitation any errors or omissions with respect to such plans or designs; (ii) any loss or damage to the Authority resulting from any inaccuracy in or breach of any representation or warranty of Developer, or resulting from any breach or default by Developer under this Agreement; and (iii) the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person and (iv) those damages or liabilities described in this Article III, in any event, which shall be directly or indirectly caused by the acts of, or any errors or omissions of, the Developer or its officers, shareholders, directors, members, agents, servants, employees, contractors, or invitees. Developer shall not be responsible for any liability, loss, damage, cost, or expense (including reasonable attorney’s fees and court costs) arising from or as a result of the gross negligence or willful misconduct of the Indemnitees. The City and/or Authority shall have the sole discretion to select legal counsel to represent the City’s and/or Authority’s legal interests in the defense of any such lawsuits, claims or other actions filed against the City and/or Authority. City and Authority shall hire joint outside legal counsel, except to the extent separate counsel is necessary, such as where there may be a potential conflict of interest between them.

15. Developer shall comply with the requirements of all applicable relocation laws, including, but not limited to, the Uniform Relocation Act and the California Relocation Assistance Act, and shall comply with related tenant notice requirements and

shall provide the Authority with true and correct copies of such notices to tenants. Developer shall also retain all required records and the originals and/or copies of tenant notices in its files as mandated by applicable law. If the Project is subject to relocation laws, Developer shall contract with a relocation consultant approved by the Authority to prepare a Relocation Plan for the Authority's approval and to implement the approved Relocation Plan, but performance by the relocation consultant shall not in any way diminish or waive Developer's relocation obligations under this Agreement. Except as otherwise expressly agreed by the Authority, the cost of complying with all applicable relocation requirements for the Project, including the cost of the relocation consultant, shall be the responsibility of the Developer.

16. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, age, class, income (other than as required by applicable regulatory agreements), religion, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of property conveyed by the Authority to the Developer, or any part thereof, or in the Developer's employment practices, or in the awarding of contracts for the Project, nor shall Developer, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the property, or any part thereof, in employment practices, or in the awarding of contracts for the Project. Developer shall comply with all applicable federal, state and local nondiscrimination, fair housing, and equal opportunity requirements.

17. All deeds, leases or contracts entered into by the Developer in connection with the Project shall contain or be subject to substantially the following nondiscrimination or nonsegregation clause:

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

claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions. That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

- c. In Contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

IV. GENERAL PROVISIONS

1. Authority’s Authorized Representative.

Unless otherwise specified or the context requires otherwise, all references to the Authority in this Agreement and its attachments shall mean the Executive Director of the Authority or any officer or employee of the Authority to whom the Executive Director or the Board of the Authority delegates authority to perform, carry out and/or enforce this Agreement. Unless otherwise specified or the context requires otherwise, all references to the Authority Executive Director shall mean the Executive Director or his or her designee. Whenever an administrative action is required by the Authority to implement the terms of this Agreement, the Authority Executive Director, or an authorized designee, shall have authority to act on behalf of the Authority, except with respect to matters reserved under California law wholly for determination by the Authority’s governing body. By way of example, the Executive Director or designee shall have the authority to issue interpretations, waivers and/or enter into certain implementing agreements to this Agreement on behalf of the Authority.

2. Notices, Demands And Communications Between The Parties.

Formal notices, demands and communications between the Authority and Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Authority and the Developer. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

3. Real Estate Commissions or Finders Fees

Neither the Authority nor the Developer shall be liable for any real estate commissions, brokerage fees or finders fees which may arise from this transaction. The Authority and the Developer each represent to the other that it has employed no broker, agent, or finder in connection with this transaction.

4. Conflict of Interest.

To the extent prohibited by law, no member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

5. Non-liability of Officials and Employees.

(a) No member, official or employee of the City or the Authority shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to Developer or on any obligations under the terms of this Agreement.

(b) No member, official or employee of Developer shall be personally liable to the Authority, or any successor in interest, in the event of any default or breach by Developer or for any amount which may become due to the Authority or its successor or on any obligations under the terms of this Agreement. This release shall not apply in the event of fraud, waste or intentional damage by Developer or any partner, member, officer, or employee of Developer or any partner, member, officer, or employee of a partner or member of Developer.

6. Inspection of Books and Records.

The Developer shall maintain at a location in San Diego County, or at another location mutually agreed by the parties, complete, accurate, and current records pertaining to the Project for a period of five (5) years after the creation of such records, and shall permit any duly authorized representative of the Authority to inspect and copy records, during regular business hours. Records must be kept accurate and current.

7. Interpretation of Agreement; Terminology; Application of Law.

This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters addressed herein. In addition, each party has been given the opportunity to consult with experienced and knowledgeable legal counsel. Accordingly, any rule of law (including Civil Code section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the purpose and intent of the parties to this Agreement. This Agreement shall be construed and enforced in accordance with the internal laws of California and not the law regarding conflict of laws, except to the extent that Federal law preempts State law

When the context so requires when used in this Agreement, the masculine gender shall be deemed to include the feminine and neuter gender and the neuter gender shall be deemed to include the masculine and feminine gender. When the context so requires when used in this Agreement, the singular shall be deemed to include the plural. The paragraph and section headings have been used for convenience only, and shall not be used in the interpretation hereof.

8. Assurance to Act in Good Faith.

Developer and the Authority agree to execute all documents and instruments and to take all action, including timely depositing funds as required hereby, and shall use their respective best efforts to accomplish the implementation and completion of the Project in accordance with the provisions hereof. Approvals required of the Authority or the Developer shall not be unreasonably withheld. Any reference in this Agreement to an action, approval, or consent on the part of the Authority or Developer shall require such party to act reasonably in all respects except as otherwise expressly provided.

9. Waivers.

A waiver by the Authority or Developer of any term, covenant, or condition herein contained shall not be a waiver of such term, covenant, or condition on any subsequent breach. All waivers must be in writing and signed by the appropriate representatives of the Authority or Developer.

10. Time of the Essence.

Time is of the essence in this Agreement and each and all of its provisions in which performance is a factor.

11. Default

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this Agreement, including without limitation the right to sue for damages for breach of contract and the right to seek specific performance of the terms of this Agreement; provided, however, that the limitations and protections for the Authority and the City under Sections II(2) and III(2)-(3) of this Agreement apply to this Section 11. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court of that county, or in the United States District Court for the Southern District of California. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement. Either party shall have the right to terminate this Agreement in the event the other party is in default of any material term or provision of this Agreement, and, following notice, fails to cure such default within the time provided in this paragraph. Notwithstanding the foregoing, neither party shall have the right to seek damages or, provided that the defaulting party has acted in good faith and used commercially reasonable best efforts to carry out its obligations under this Agreement, specific performance from the other party for a failure of any condition or the occurrence of a default prior to the closing of construction financing for the Project that is not, following notice, cured with the time provided in this paragraph, and the sole remedy in such case shall be to terminate this Agreement. Developer expressly waives any right to remove any such action as is otherwise provided in California Code of Civil Procedure section 394.

12. Attorneys' Fees and Costs.

If any action or proceeding is brought by any party against any other party under this Agreement, whether for interpretation, enforcement or otherwise, the prevailing party shall be entitled to recover all costs and expenses, including the reasonable fees of its attorney and any expert witnesses in such action or proceeding; provided, however, that the limitations and protections for the City and Authority under Sections II(2) and III(3)-(4) of this Agreement apply to this Section 12. This provision shall also apply to any post-judgment action by either party, including without limitation efforts to enforce a judgment.

13. Severability.

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Understanding of The Parties; Amendments.

This Agreement, including any document or instrument incorporated herein by reference, contains a complete and final expression of the agreement between the Authority and Developer relating to this Agreement, and there are no promises, representations, agreements, warranties, or inducements either express or implied other than as are set forth in this Agreement. Any and all previous discussions or agreements between the Authority and Developer with respect to this Agreement, whether oral or written, are superseded by this Agreement. No amendment, change, or addition to, or waiver of termination of, this Agreement or any part hereof shall be valid unless in writing and signed by the Authority and Developer.

15. No Third Party Beneficiaries.

The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of the Authority, the City and the Developer, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

16. Further Assurances.

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all necessary acts and things in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties.

17. Execution in Counterparts.

This Agreement may be executed in several counterparts and all such executed counterparts shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart. This Agreement shall not be binding unless and until all parties hereto have executed this Agreement.

18. Developer's Representations; Authority to Sign.

Developer represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Developer to fully comply with the terms of this Agreement; (2) that it is duly organized, validly existing and in good standing under the laws of the State of California; (3) that it has the full power and authority to undertake the

Project and to execute this Agreement; (4) that the person(s) executing and delivering this Agreement are authorized to execute and deliver such documents on behalf of Developer; (5) except as disclosed to the Authority in writing, there are no actions or proceedings pending or, to the best of the Developer's knowledge, threatened against the Developer or Developer's members before any court or administrative agency in any way connected with the Project which could adversely affect the Developer's ability to perform the activities contemplated hereunder. The individual executing this Agreement on behalf of Developer hereby represents that he has full authority to do so and to bind Developer to perform pursuant to the terms and conditions of this Agreement.

19. Binding on Successors.

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

20. Effectiveness

This Agreement shall not be effective until executed by the Executive Director.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

“AUTHORITY”
CITY OF IMPERIAL BEACH HOUSING
AUTHORITY

Gary Brown, Executive Director

ATTEST:

Jacqueline M. Hald, Authority Secretary

APPROVED AS TO FORM

Jennifer Lyon, General Counsel

APPROVED AS TO FORM

Theodore M. Ballmer, Special Counsel

[Signatures continue on following page.]

“DEVELOPER”

**SAN DIEGO HABITAT FOR
HUMANITY**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT 1

PROJECT DESCRIPTION

For purposes of this Agreement, the “Project” shall mean the following:

Basic Description

The Authority shall acquire from the City and thereafter sell to the Developer for its fair reuse value certain real property located at 776 10th Street, in the City of Imperial Beach, California, described in the “Legal Description” attached hereto as Attachment No. 1 and incorporated herein by this reference, shown on the “Site Map” attached hereto as Attachment No. 2 and incorporated herein by this reference and known as APN: 626-282-12 (the “**Property**”).

The Authority shall provide financial assistance to the Developer in the form of a conditional grant in the amount not to exceed \$500,000 in bond proceeds for the development of six (6) residential two-story units averaging 1,350 square feet in size including garage parking that will then be sold to low and moderate income households. The Project will also include adjacent off-site improvements to 10th Street and Donax Avenue.

The overall development will be commensurate to the budget as contained in this Agreement and based on a pro-forma submitted by the Developer. It is anticipated that the Project that is subject to this Agreement will provide workforce housing as well as affordable housing opportunities for low- and moderate-income households in the City of Imperial Beach with the development of residential units with related amenities and parking.

The Developer will propose for Authority approval a mix and distribution of units that will further the objectives of the Redevelopment Plan and will maximize the number and affordability of residential opportunities for a mix of low- and moderate- income levels.

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.

Scope of Development

Project Design

- The Project shall 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 shall be considered early in the design/development process.
- The design and construction of the Project 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.

ATTACHMENT NO. 1

LEGAL DESCRIPTION

APN: 626-~~282~~-12

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

LOTS 21 AND 22 AND THE SOUTH 12.50 FEET OF LOT 23, ALL BEING IN BLOCK 108 OF SOUTH SAN DIEGO COMPANY'S ADDITION TO SOUTH SAN DIEGO, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 497, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 4, 1887, TOGETHER WITH THAT PORTION OF THE NORTHERLY 10,000 FEET OF DONAX AVENUE LYING SOUTHERLY AND ADJACENT TO THE SOUTHERLY LINE OF SAID LOT 21 AS VACATED ON APRIL 2, 1979, BY RESOLUTION NO. 2543 OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH RECORDER APRIL 30, 1979, AS FILE NO. 79-177416 OF OFFICIAL RECORDS.

Also more commonly known as Assessor's Parcel Number _626-282-12.

ATTACHMENT NO. 2

SITE MAP

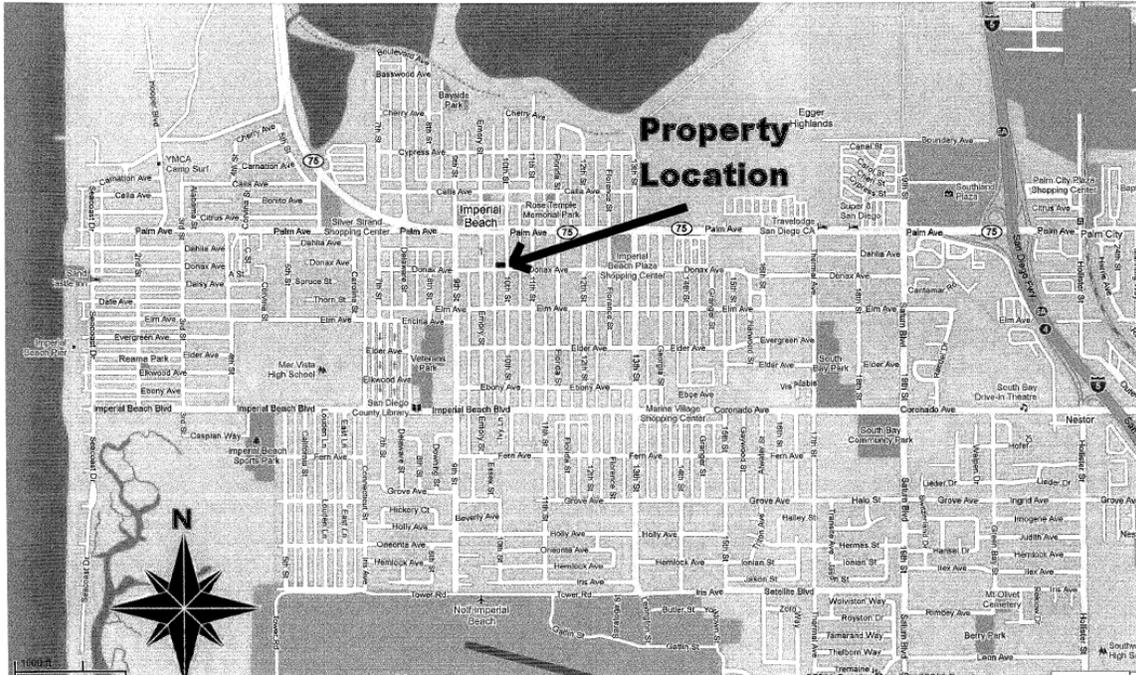


EXHIBIT 2

METHOD OF FINANCING

The Authority shall sell to the Developer for its fair reuse value the land for the Project, subject to a regulatory agreement or other recordable agreement (the “Covenants” herein) securing the Authority’s interest. The Authority shall provide further financial assistance in the form of a conditional grant to the Project up to \$500,000 (“**Authority Grant**”).

Unless otherwise waived by the Executive Director in his or sole and absolute discretion, the land will be transferred to the Developer (“**Closing**”) when the Developer has met the following conditions precedent subject to the reasonable approval of the Executive Director or designee:

- Developer will complete the entitlement and building permit process and will provide evidence of sufficient equity and a performance bond for the Project.
- The Executive Director has approved all sources of financing and uses of development and acquisition costs set forth in the approved Project Budget such that the Project is capable of being completed within the times set forth in the Schedule of Performance.
- Execution by the parties of a funding control agreement for the Authority Grant under terms and conditions approved by of the Executive Director.

Disbursement of the Authority Grant shall be established under terms and conditions subject to the reasonable approval of the Executive Director or designee, including the following:

- No disbursements of the Authority funds shall occur prior to the exhaustion of all other sources of financing for the Project; provided, however, the Executive Director may modify this term at his or her sole and absolute discretion.

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 as set forth in the attached Estimated Development Costs behind this page and incorporated herein by this reference.

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.

Sale of individual housing units by the Developer shall be subject to the following terms and conditions:

Conditions of Unit Purchases

- Purchasers must qualify as a first-time homebuyer
- The purchased unit must be a primary residence
- Habitat will have a First Right of Refusal (meaning Habitat would buy the house back from the homeowner and find another low income family if the original purchaser wished to sell the unit)
- An Equity Sharing Agreement between the Developer and each owner must be executed as described below
- The gross sales proceeds of the residential units shall be based on the affordable sales prices calculated in accordance with California Health and Safety Code (H&SC) Section 50052.5. The maximum per-unit sales price is based on the appropriate household size for a given unit size and specific income thresholds. Per H&SC 50052.5, a three-bedroom unit is assumed to house a four-person household.

The Equity Sharing Formula would function as follows:

- The original purchase price of the home is \$269,000
- The Owner’s Note at 100% Loan to Value is \$269,000
- The note is a 30-year, 0% interest loan, with monthly payments of \$747
- After 10 years have passed, the Owner has made 120 monthly payments, for a total of \$90,000 (rounded)
- The value of the home in Year 10 is assumed to be \$321,000 (Affordable Transfer Price)
- The Owner’s Shared Equity totals \$107,000, as shown below:

Affordable Transfer Price		\$321,000
(Less) Transferring Owner’s Note		<u>(\$269,000)</u>
Increase in Value		\$52,000
× (Number of Months Paid ÷ Total Number of Months in Loan)	(120 ÷ 360)	\$17,000
Add: Principal Payments Made		<u>\$90,000</u>
Owner’s Shared Equity		\$107,000

Therefore, the “Owner’s Shared Equity” is \$107,000.

EXHIBIT 3

PROJECT BUDGET

**ESTIMATED DEVELOPMENT COSTS
10TH STREET & DONAX AVENUE
CITY OF IMPERIAL BEACH**

	<u>Totals</u>	<u>Per Unit</u>	<u>Comments</u>
I. Direct Costs			
Off-Site Improvements (1)	\$39,000	\$6,500	\$4 Per SF Site
Demolition	\$0	\$0	\$0 Per SF Site
On-Sites/Landscaping	\$199,000	\$33,200	\$20 Per SF Site
Parking	\$0	\$0	Included above
Shell Construction	\$690,000	\$115,000	\$85 Per SF GBA
FF&E	\$0	\$0	Allowance
Contingency	<u>\$46,000</u>	<u>\$7,700</u>	5.0% of Directs
Total Direct Costs	\$974,000	\$162,300	\$120 Per SF GBA
II. Indirect Costs			
Architecture/Engineering	\$68,000	\$11,300	7.0% of Directs
Permits & Fees (1)	\$120,000	\$20,000	\$15 Per SF GBA
Legal & Accounting	\$24,000	\$4,000	2.5% of Directs
Taxes & Insurance	\$24,000	\$4,000	2.5% of Directs
Developer Fee	\$0	\$0	0.0% of Directs
Marketing/Sales (2)	\$25,000	\$4,200	Allowance
Contingency	<u>\$13,000</u>	<u>\$2,200</u>	5.0% of Indirects
Total Indirect Costs	\$274,000	\$45,700	28.1% of Directs
III. Financing Costs	<u>\$0</u>	<u>\$0</u>	0.0% of Directs
IV. Total Costs (Excluding Land)	\$1,248,000	\$208,000	\$154 Per SF GBA

EXHIBIT 4

SCHEDULE OF PERFORMANCE

Event	Date
Housing Authority Approval of the Affordable Housing Agreement	March 21, 2012
Building Plan Approval Process	September 2012 to February 2013
Construction	January 2014 to September 2015

PALM/COMMERCIAL REDEVELOPMENT PROJECT AREA

IMPERIAL BEACH, CALIFORNIA

**SUMMARY REPORT PERTAINING TO THE PROPOSED CONVEYANCE
OF CERTAIN REAL PROPERTY WITHIN THE
REDEVELOPMENT PROJECT AREA**

**California Community Redevelopment Law
Section 33433**

**PURSUANT TO PROPOSED AFFORDABLE HOUSING AGREEMENT
BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF IMPERIAL BEACH
AND
HABITAT FOR HUMANITY, INC.**

City of Imperial Beach, California

February 2012



KEYSER MARSTON ASSOCIATES

TABLE OF CONTENTS

	<u>Page</u>
I. Introduction	1
II. Costs of the Agreement to the Authority	4
III. Estimated Value of the Interest to be Conveyed at the Highest and Best Use Permitted Under the Redevelopment Plan	5
IV. Estimated Value of the Interest to be Conveyed at the Use and with the Conditions, Covenants, and Development Costs Required by the Agreement.....	6
V. Compensation which the Developer will be Required to Pay.....	8
VI. Explanation of the Difference, if any, between the Compensation to be Paid to the Authority by the Proposed Transaction and the Fair Market Value of the Interest to be Conveyed at the Highest and Best Use Consistent with the Redevelopment Plan	9
VII. Explanation of why the Sale of the Site will Assist with the Elimination of Blight	10
VIII. Limiting Conditions.....	11

I. INTRODUCTION

A. Purpose of Report

This Summary Report was prepared in accordance with Section 33433 of the California Community Redevelopment Law in order to inform The Housing Authority of the City of Imperial Beach (Authority) and the public about the proposed Affordable Housing Agreement (Agreement) between the Authority and Habitat for Humanity, Inc. (Developer).

As described in Table 1, the Developer intends to construct at least four (4) residential units on a 0.23-acre site located at the corner of 10th Street and Donax Avenue (Site) in the City of Imperial Beach (City). At this time, the Developer plans on constructing a total of six (6) units. As such, the remainder of this Report will assume a six-unit development. The units will be approximately 1,350 square feet (SF) with a single-car garage (Project). The Developer will also construct adjacent off-site improvements along the 10th Street and Donax Avenue frontages.

This Report and attached tables describe the transaction between the Authority and the Developer. This Report specifies:

1. The costs to be incurred by the Authority under the Agreement;
2. The estimated value of the interest to be conveyed at the highest and best use permitted under the Redevelopment Plan;
3. The estimated value of the interest to be conveyed at the proposed use and with the conditions, covenants, and development costs required by the Agreement;
4. The compensation to be paid to the Authority pursuant to the proposed transaction;
5. An explanation of the difference, if any, between the compensation to be paid to the Authority under the proposed transaction, and the fair market value at the highest and best use consistent with the Redevelopment Plan; and
6. An explanation of why the Agreement will assist with the elimination of blight.

B. Summary of Findings

The Authority engaged its economic consultant, Keyser Marston Associates, Inc. (KMA), to analyze the proposed financial terms. The principal KMA conclusions are summarized as follows:

- The estimated costs of the Agreement to the Authority total \$881,000.

- The estimated fair market value of the Site at its highest and best use is \$150,000.
- The estimated re-use value of the interest to be conveyed is *negative* \$500,000.
- The estimated value of the compensation to be received by the Authority is *negative* \$500,000.

C. Description of Area and Proposed Project

Description of Environs and Surrounding Area

The City is located just north of the Mexico border in southwestern San Diego County. The City's boundaries encompass an area of 4.4 square miles. Over the past several years, the City has renewed itself as a popular destination due to the City's beachfront (including the Imperial Beach Pier), the Tijuana Estuary Natural Preserve, and San Diego Bay. The City continues to be proactive in its efforts to provide amenities for visitors while increasing the quality of life for residents. One such example is the recently approved 78-room Seacoast Inn located on Seacoast Drive which commenced construction in early 2011.

Project Description

As shown in Table 1, the Developer plans to construct six (6) attached single-family homes on a 0.23-acre Site located along the southwest corner of 10th Street and Donax Avenue. The Site is currently owned by the City. The Site is vacant, flat and rectangular in shape, and located in an older single-family residential neighborhood. The proposed Project will be comprised of three-bedroom units, with an overall average unit size of approximately 1,350 SF. The entire Project will be affordable to low-income households, or households earning up to 80% of Area Median Income (AMI). In addition, the Developer will construct adjacent off-site improvements to the 10th Street and Donax Avenue frontages.

D. Proposed Transaction Terms

This section summarizes the salient aspects of the proposed Agreement between the Authority and the Developer.

- The Authority will acquire the Site from the City and convey fee interest to the Developer.
- The Authority will contribute \$500,000 for the Development of the Project.
- The Developer will be obligated to obtain all necessary land use entitlements, approvals, and permits for completion of the Project and will be required to pay all City and California Coastal Commission fees, if any.

- The Developer will obtain a minimum of three (3) competitive bids for contracts for performance of work under this Agreement, unless otherwise approved by the Authority.
- The Developer will construct at least four (4) residential units affordable to low-income households.
- The units will be restricted for low-income households for a minimum of 45 years.

II. COSTS OF THE AGREEMENT TO THE AUTHORITY

The estimated costs of the Agreement to the Authority total \$881,000, and include the following items:

Authority Costs ⁽¹⁾	Amount
Site Acquisition	\$330,691
Demolition	\$15,600
Other Third-Party Costs ⁽²⁾	<u>\$35,000</u>
Subtotal Authority Costs	\$381,291
Add: Authority Conditional Grant	<u>\$500,000</u>
Total Authority Costs	\$881,291
Or Say (Rounded)	\$881,000

(1) Per City.

(2) Includes appraisal, legal, economic, and other consulting costs.

III. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED AT THE HIGHEST AND BEST USE PERMITTED UNDER THE REDEVELOPMENT PLAN

This section presents an analysis of the fair market value of the Property at its highest and best use.

In appraisal terminology, the highest and best use is that use of the Property that generates the highest property value and is physically possible, financially feasible, and legally permitted. Therefore, value at highest and best use is based solely on the value created and not on whether or not that use carries out the redevelopment goals and policies for the City of Imperial Beach. By definition, the highest and best use is that use which is physically possible, financially feasible, and legally permitted.

In order to determine the fair market value of the Site, KMA reviewed land sales for in-fill residential development sites within South County from January 2010 to the present. The KMA survey included: the City of Imperial Beach; the cities of National City and Chula Vista west of Interstate 805; and the South San Diego communities of San Ysidro and Nestor. As shown in Table 2, surveyed land sales ranged from \$5 to \$14 per SF of land, with a median price per SF of \$13. The site with the highest per-SF value is located in Imperial Beach and the site with the lowest per-SF value (\$5 per SF of land) is located in western Chula Vista.

The subject Site is smaller in size than any of the surveyed comparables and has greater proximity to the coast. Therefore, KMA finds that the value of the Site is slightly above the range of comparables, or say, approximately \$15 per SF. On this basis, then, KMA estimates that the fair market value of the Site at its highest and best use is \$150,000.

IV. ESTIMATED VALUE OF THE INTEREST TO BE CONVEYED AT THE USE AND WITH THE CONDITIONS, COVENANTS, AND DEVELOPMENT COSTS REQUIRED BY THE AGREEMENT

This section explains the principal conditions and covenants which the Developer of the Site must meet in order to comply with the Redevelopment Plan (Plan). The Agreement contains specific covenants and conditions designed to ensure that the conveyance of the Site will be carried out in a manner to achieve the City's objectives, standards, and criteria under the Plan. Based on a detailed financial feasibility analysis of the proposed Project, KMA concludes that the fair re-use value of the Site is *negative* \$500,000.

KMA estimated the re-use value of the Site based on the anticipated income characteristics of the proposed Project. Re-use value is defined as the highest price in terms of cash or its equivalent which a property or development right is expected to bring for a specified use in a competitive open market, subject to the covenants, conditions, and restrictions imposed by the Agreement.

KMA solved for residual value based on the terms of the Agreement absent any Authority financial assistance. Tables 3 through 5 present KMA's residual value analysis for the proposed Project.

Development Costs

In estimating the direct costs of the development, KMA reviewed the financial pro forma submitted by the Developer. KMA made various adjustments to the Developer pro forma based on industry standards and our experience with comparable projects in Southern California. As shown in Table 3, the development costs for the Project, excluding acquisition, are estimated to total \$1,248,000. This equates to \$154 per SF of total gross building area (GBA). These costs include the following:

- Direct construction costs, such as site preparation, parking, shell construction, furniture fixtures & equipment, and contingency are estimated to total \$974,000. This equates to \$120 per SF GBA.
- Indirect costs, such as architecture and engineering are projected to be \$274,000, or 28.1% of direct costs.
- There are no financing costs associated with development of the Project.

Gross Sales Proceeds

Table 4 presents an estimate of the gross sales proceeds for the Project. The gross sales proceeds are based on the affordable sales prices calculated in accordance with California Health and Safety Code (H&SC) Section 50052.5. The maximum per-unit sales price is based on the

appropriate household size for a given unit size and specific income thresholds. Per H&SC 50052.5, a three-bedroom unit is assumed to house a four-person household.

Based on this information and AMI figures for the County of San Diego, as determined by the State of California Department of Housing and Community Development (HCD), the maximum unit sales price for a low-income three-bedroom unit is estimated to be \$269,000 (2012 figures). This maximum affordable sales price assumes that the Developer provides 30-year, 0% interest financing to each homebuyer.

The below-market financing offered to the homebuyers substantially reduces the present value of the revenue stream received by the Developer. Assuming a 30-year term, the Developer is expected to receive monthly payments of \$747 for each unit. The present value of this stream of payments, discounted at 6.0%, is estimated to total \$124,600 per unit, or say total gross sales proceeds of \$748,000.

Residual Value

Table 5 calculates the residual value for the Project. The residual value supported by the Project can be estimated as the difference between the total development costs and the warranted investment that can be attracted to the Project, as shown below:

	Residual Land Value
Gross Sales Proceeds	\$748,000
(Less) Development Costs (1)	(\$1,248,000)
Residual Land Value	(\$500,000)

(1) Excludes acquisition costs.

Conclusion

Based on the foregoing, KMA concludes that the fair re-use value of the Site is *negative* \$500,000.

V. COMPENSATION WHICH THE DEVELOPER WILL BE REQUIRED TO PAY

The compensation to be received by the Authority for the Site under the terms of the Agreement is estimated to be *negative* \$500,000.

VI. EXPLANATION OF THE DIFFERENCE, IF ANY, BETWEEN THE COMPENSATION TO BE PAID TO THE AUTHORITY BY THE PROPOSED TRANSACTION AND THE FAIR MARKET VALUE OF THE INTEREST TO BE CONVEYED AT THE HIGHEST AND BEST USE CONSISTENT WITH THE REDEVELOPMENT PLAN

The Authority will receive estimated total compensation of *negative* \$500,000. The estimated fair market value at highest and best use of the interest to be conveyed is \$150,000. The compensation to the Authority is lower than the fair market value at highest and best use for the following reasons:

- The Project will consist of for-sale homes restricted to low-income households for 45 years.
- The Developer plans to provide below-market, long-term financing to the homebuyers.
- The Developer is required to adhere to the Schedule of Performance contained in the Agreement, notwithstanding current market and financing conditions for in-fill residential development.

VII. EXPLANATION OF WHY THE SALE OF THE SITE WILL ASSIST WITH THE ELIMINATION OF BLIGHT

The Palm/Commercial Redevelopment Plan contains the goals and objectives and the projects and expenditures proposed to eliminate blight within the Project Area. These blighting factors include:

- Areas suffering from economic dislocation and disuse.
- Areas which are stagnant or improperly utilized, and which the planning, redesign, or redevelopment could not be accomplished by private enterprises acting alone, without public participation.

Implementation of the proposed Agreement can be expected to assist in the alleviation of blighting conditions through the following:

- Elimination and prevention of blight and deterioration; and the conservation, rehabilitation, and redevelopment of the Project Area in accord with the General Plan, Redevelopment Plan, and local codes and ordinances.
- Expansion and upgrading of housing opportunities in the community to eliminate blight and improve housing stock and standards for the present population.
- Achievement of an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate to attainment of the objectives of the Redevelopment Plan.
- Elimination or amelioration of certain environmental deficiencies, including; inadequate water, sewer, and storm drain systems; insufficient off-street parking; and other similar public improvements, facilities, and utilities deficiencies adversely affecting the Project Area.

VIII. LIMITING CONDITIONS

The estimates of re-use and fair market value at the highest and best use contained in this Summary Report assume compliance with the following assumptions:

1. There are no known soil or subsoil problems, including toxic or hazardous conditions on the Site that need to be remediated in order to develop the Site.
2. The ultimate development will not vary significantly from that assumed in this Summary Report.
3. The title of the property is good and marketable; no title search has been made, nor have we attempted to determine the ownership of the property. The value estimates are given without regard to any questions of title, boundaries, encumbrances, liens or encroachments. It is assumed that all assessments, if any are paid.
4. The Site will be in conformance with the applicable zoning and building ordinances.
5. Information provided by such local sources as governmental agencies, financial institutions, realtors, buyers, sellers, and others was considered in light of its source, and checked by secondary means.
6. If an unforeseen change occurs in the economy, the conclusions herein may no longer be valid.
7. The development will adhere to the schedule of performance described in the Agreement.
8. Both parties are well informed and well advised and each is acting prudently in what he/she considers his/her own best interest.

attachments

TABLE 1

**PROJECT DESCRIPTION
10TH STREET & DONAX AVENUE
CITY OF IMPERIAL BEACH**

I. Site Area	0.23 Acres	10,150 SF
II. Gross Building Area (GBA)		
Net Residential Area	8,100 SF	100%
Common Area/Circulation	<u>0</u> SF	<u>0</u> %
Total Gross Building Area	8,100 SF	100%
III. Construction Type	Type V	
IV. Number of Stories	2 Stories	
V. Unit Mix	<u>Number of Units</u>	<u>Average Unit Size</u>
Three Bedroom Homes	6 Units	1,350 SF
VI. Parking		
Parking Type	Single-Car Garage	
Enclosed Parking Spaces	6 Spaces	
Parking Ratio	1.0 Space/Unit	

TABLE 2

**IN-FILL RESIDENTIAL LAND SALES COMPARABLES ⁽¹⁾
 10TH STREET & DONAX AVENUE
 CITY OF IMPERIAL BEACH**

<u>Sale Date</u>	<u>Address</u>	<u>City/Submarket</u>	<u>Sale Price</u>	<u>Acres</u>	<u>Land</u>		
					<u>SF</u>	<u>\$/SF</u>	
01/20/12	844-846 Palm Avenue	National City	\$400,000	0.68	29,621	\$14	
12/21/11	1368 14th St.	Imperial Beach	\$170,000	0.28	12,197	\$14	
04/07/10	315 Sycamore Rd.	San Ysidro	\$515,000	1.00	43,560	\$12	
06/09/10	35 Tamarindo Way	Chula Vista	\$441,500	2.16	94,090	\$5	
			Minimum	\$170,000	0.28	12,197	\$5
			Maximum	\$515,000	2.16	94,090	\$14
			Median	\$420,750	0.84	36,591	\$13
			Average	\$381,625	1.03	44,867	\$11

(1) Selected land sales transactions for in-fill residential sites in Imperial Beach, National City, Chula Vista (west of I-805), and South San Diego County from January 2010 to present. Site sizes were restricted to 3.0 acres or less.

TABLE 3

**ESTIMATED DEVELOPMENT COSTS
10TH STREET & DONAX AVENUE
CITY OF IMPERIAL BEACH**

	<u>Totals</u>	<u>Per Unit</u>	<u>Comments</u>
I. Direct Costs			
Off-Site Improvements (1)	\$39,000	\$6,500	\$4 Per SF Site
Demolition	\$0	\$0	\$0 Per SF Site
On-Sites/Landscaping	\$199,000	\$33,200	\$20 Per SF Site
Parking	\$0	\$0	Included above
Shell Construction	\$690,000	\$115,000	\$85 Per SF GBA
FF&E	\$0	\$0	Allowance
Contingency	<u>\$46,000</u>	<u>\$7,700</u>	5.0% of Directs
Total Direct Costs	\$974,000	\$162,300	\$120 Per SF GBA
II. Indirect Costs			
Architecture/Engineering	\$68,000	\$11,300	7.0% of Directs
Permits & Fees (1)	\$120,000	\$20,000	\$15 Per SF GBA
Legal & Accounting	\$24,000	\$4,000	2.5% of Directs
Taxes & Insurance	\$24,000	\$4,000	2.5% of Directs
Developer Fee	\$0	\$0	0.0% of Directs
Marketing/Sales (2)	\$25,000	\$4,200	Allowance
Contingency	<u>\$13,000</u>	<u>\$2,200</u>	5.0% of Indirects
Total Indirect Costs	\$274,000	\$45,700	28.1% of Directs
III. Financing Costs	<u>\$0</u>	<u>\$0</u>	0.0% of Directs
IV. Total Costs (Excluding Land)			
	\$1,248,000	\$208,000	\$154 Per SF GBA

(1) Estimate; not verified by KMA or City.

(2) Includes cost of sales to buyers.

TABLE 4

**GROSS SALES PROCEEDS
10TH STREET AND DONAX AVENUE
CITY OF IMPERIAL BEACH**

I. Affordable Sales Price

Percent of AMI	70.00%
Number of Bedrooms	3
Assumed Family Size (1)	4
Household Income (2)	\$53,130
Income Allocation to Housing	30.00%
Amount Available for Housing	\$15,939
Annual HOA (3)	\$1,800
Annual Utilities (4)	\$2,500
Tax Rate	1.00%
Annual Taxes (5)	\$2,680
Available for Mortgage	\$8,959
Interest Rate	0.00%
Down Payment	0.00%
Supportable Mortgage	\$268,770
Add: Down Payment	\$0
Maximum Unit Price (Rounded)	\$269,000

II. Calculation of Loan Payments

Affordable Sales Price	\$269,000
Interest Rate	0.0%
Term (Years)	30
Annual Payment	\$8,967
Monthly	\$747
Present Value to Developer @ 6.0% Discount Rate	\$124,600 (6)

III. Gross Sales Proceeds

Present Value to Developer	\$124,600
Number of Units	6
Gross Sales Proceeds	\$747,600
Or Say (Rounded)	\$748,000

(1) As assigned by California Redevelopment Law.

(2) State of California Department of Housing and Community Development (HCD) 2012 income limits.

(3) Allowance for structure insurance, maintenance, and reserves.

(4) Per the San Diego County Department of Housing and Community Development 2011 Utility Allowance Schedule, July 1, 2011. Reflects the following utility profile: gas heating, cooking, water heater, other electric, water, and sewer.

(5) Based on affordable unit price. Property tax assessment may be based on market value of actual unit.

(6) Reflects the present value of homebuyer payments to the Developer assuming a 30-year, 0% interest loan, discounted at 6%

TABLE 5

**RESIDUAL LAND VALUE
10TH STREET & DONAX AVENUE
CITY OF IMPERIAL BEACH**

I. Residual Land Value

Residential Sales Proceeds		\$748,000
(Less) Cost of Sale (1)		\$0
(Less) Target Developer Profit	0.0% of Value	<u>\$0</u>
Net Sales Proceeds (Rounded)		\$748,000
(Less) Development Costs		<u>(\$1,248,000)</u>

Residual Land Value	(\$500,000)
Per Unit	(\$83,000)

(1) Included in the development budget (Table 3).

**Stephen
W
Hall**
architect

PO Box 333
Carroll, CA 92007
phone 760.533.1915



ALL DESIGN, IDEAS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF STEPHEN W. HALL, ARCHITECT, AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION WITHOUT THE WRITTEN CONSENT OF STEPHEN W. HALL, ARCHITECT.

REVISION:

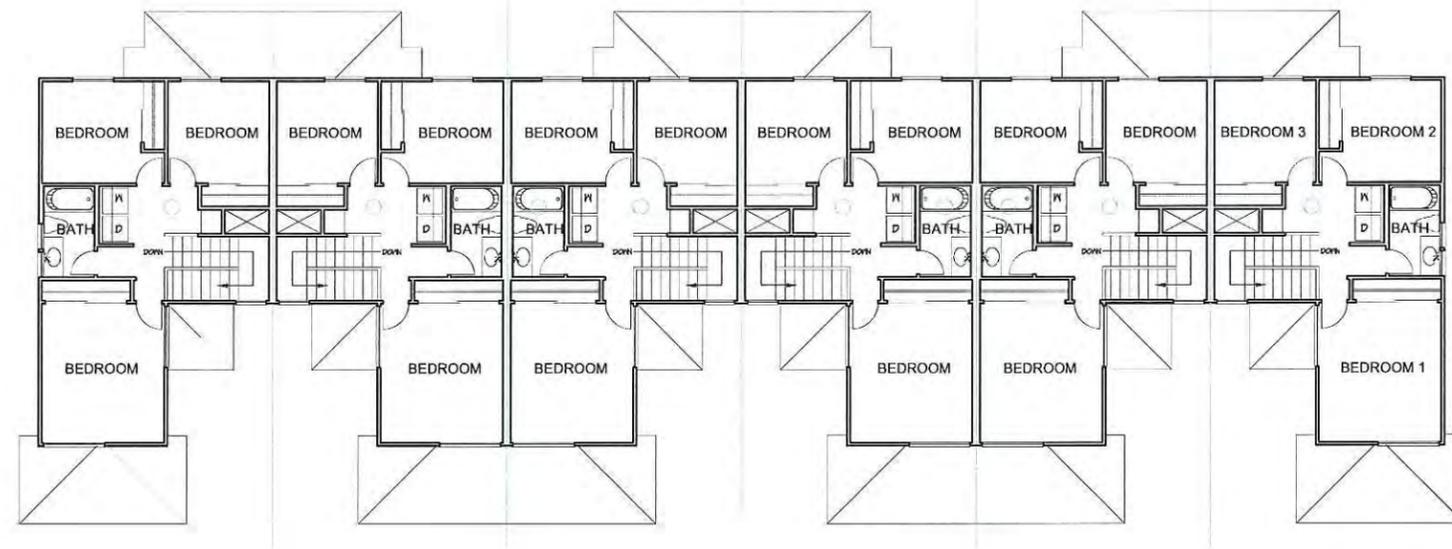
PERMIT SUBMITTAL -
BID -
FOR CONSTRUCTION -

**HABITAT
FOR
HUMANITY**

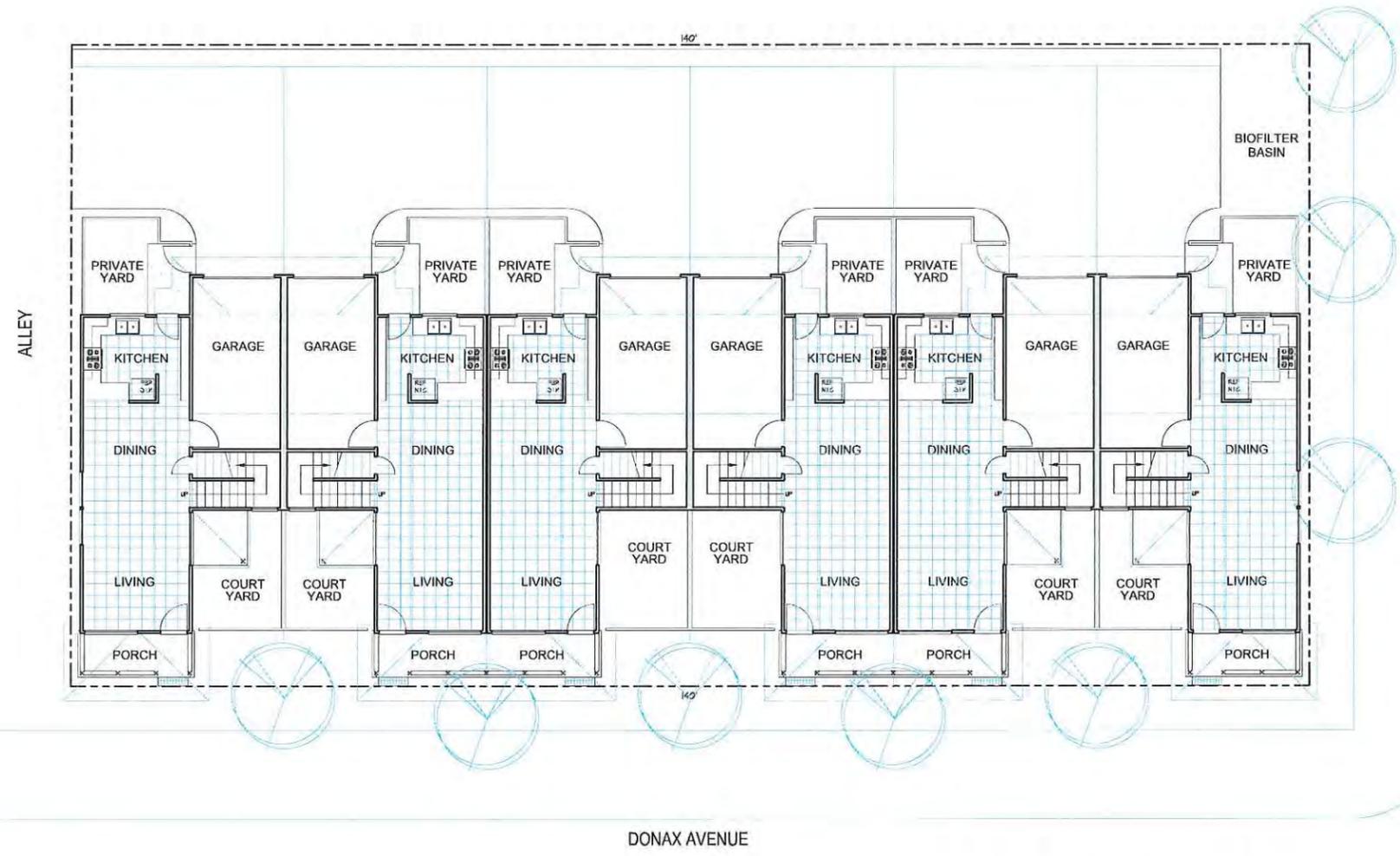
776 TENTH STREET
IMPERIAL BEACH, CALIFORNIA

PROJECT NUMBER
12344
DATE
15 MAR 2012
SHEET CONTENTS
SCHEMATIC PLANS
SHEET NUMBER

A.1



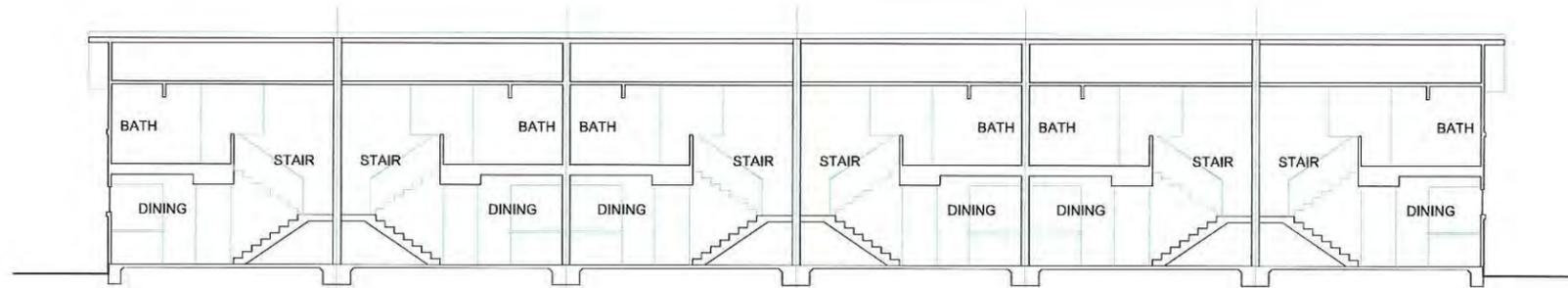
SECOND FLOOR PLAN
1/8" = 1'-0" NORTH



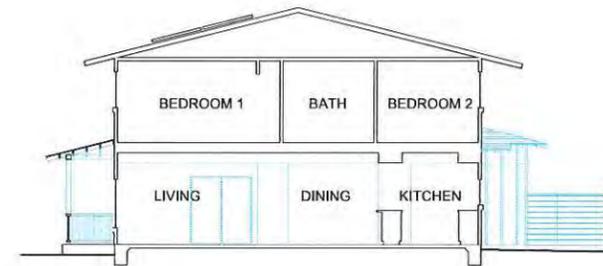
SITE / GROUND FLOOR PLAN
1/8" = 1'-0" NORTH



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WITHOUT THE WRITTEN CONSENT OF
STEPHEN W. HALL, ARCHITECT.



East / West
SECTION
1/8" = 1'-0"



North / South
SECTION
1/8" = 1'-0"

REVISIONS

PERMIT SUBMITTAL -
BID -
FOR CONSTRUCTION -



HOOD RAILINGS AND
PICKETS - PAINTED

Donax Avenue
SOUTH ELEVATION
1/8" = 1'-0"



Tenth Street
EAST ELEVATION
1/8" = 1'-0"

HABITAT
FOR
HUMANITY

776 TENTH STREET
IMPERIAL BEACH, CALIFORNIA

PROJECT NUMBER
12344

DATE
15 MAR 2012

SHEET CONTENTS
SCHEMATIC ELEVATIONS

SHEET NUMBER

A.2



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: MARCH 21, 2012
ORIGINATING DEPT.: PUBLIC WORKS *HB*
SUBJECT: PUBLIC HEARING ON RESOLUTION OF THE CITY OF IMPERIAL BEACH, CALIFORNIA ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2012-2013

BACKGROUND:

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

For FY 2011-2012 City of Imperial Beach Resolution 2011-7010 increased the fee 2% to a new RTCIP fee of \$2,123 per residential unit because the Engineering Construction Cost Index was less than 2%.

The initiation of and adjustments to the Transportation Congestion Management Fee is to be through a public noticing and public hearing context. On March 8, 2012, a public hearing notice to adjust the Transportation Congestion Management Fee was published in the Eagle and Times newspaper for the City Council meeting of March 21, 2012.

DISCUSSION:

As was the situation in FY 2010/2011, the Engineering Construction Cost Index for FY 2011/2012 was less than 2%. Thus in accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01 the RTCIP fee for FY 2012-2013 must increase a minimum of 2% for a new RTCIP fee of \$2,165 per residential dwelling unit.

Since July 1, 2008, the City of Imperial Beach collected the following fees to be placed in the separate RTCIP interest bearing account:

9/9/08	\$2000.00
11/6/08	\$2000.00
8/6/09	\$2040.00
11/19/09	\$2040.00
5/12/10	\$2040.00
8/1/11	\$2123.00
11/21/11	\$6369.00

TOTAL \$18,612.00

ENVIRONMENTAL DETERMINATION:

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

FISCAL IMPACT:

Adoption of the fee adjustment will allow the City to recover costs that would otherwise be absorbed by the General Fund or diverted from other funds that could be used for other eligible projects. The City is required to place the \$2,165.00 Transportation Uniform Mitigation Fee per residential dwelling unit building permit issued into a separate interest bearing RTCIP account.

Total RTCIP fees collected to date is \$18,612.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Open the Public Hearing.
3. Take public testimony.
4. Close the Public Hearing; and
5. Adopt Resolution 2012-7173 A Resolution of the City Council of the City of Imperial Beach, California establishing a \$2,165 Regional Transportation Congestion Improvement Plan Fee for each new residential dwelling Unit.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7173

RESOLUTION NO. 2012-7173**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADJUSTING A REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PLAN (RTCIP) FEE FOR FISCAL YEAR 2012-2013**

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

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

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

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

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

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

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

WHEREAS, on March 8, 2012, a public hearing notice to adjust the Transportation Congestion Management Fee was published in the Eagle and Times newspaper for City Council meeting of March 21, 2012; and

WHEREAS, the FY 2011/2012 the RTCIP fee was increased 2% and set at \$2,123 per dwelling unit per Resolution 2011-7010; and

WHEREAS, the Engineering Construction Cost Index for FY 2012/2013 was less than 2%; and

WHEREAS, in accordance with the TransNet Extension Ordinance and Expenditure Plan 04-01, the RTCIP fee for FY 2012-2013 must increase a minimum of 2% for a new RTCIP fee of \$2,165 per residential dwelling unit.

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

1. The above recitals are true and correct.
2. This legislative body adopts a \$2,165 Transportation Uniform Mitigation Fee (Regional Transportation Congestion Improvement Plan Fee) per new residential dwelling unit effective July 1, 2012.

3. The \$2,165.00 Transportation Uniform Mitigation Fee per residential dwelling unit building permit issued is to be placed into a separate interest bearing RTCIP account.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of March 2012, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
 FROM: GARY BROWN, CITY MANAGER
 MEETING DATE: MARCH 21, 2012
 ORIGINATING DEPT.: PUBLIC WORKS *HBZ*
 SUBJECT: IMPERIAL BEACH BOULEVARD NEAR 5TH STREET
 PROPOSED CROSSWALK DESIGN

BACKGROUND: On October 20, 2010, City Council adopted resolution 2010-6953 authorizing the City to submit a CDBG application to fund the design of a pedestrian crosswalk on Imperial Beach Boulevard at the intersection of 5th Street. On July 26, 2011, the City received a contract with the County of San Diego, Housing and Urban Development (HUD) authorizing \$21,094 for the project design.

On October 5, 2011, City Council adopted resolution 2011-7092 awarding the City Traffic Engineer consultant services to KOA Corporation. On November 16, 2011, staff issued a Notice to Proceed letter to KOA Corporation to prepare the crosswalk design options for the Imperial Beach Boulevard at 5th Street. The design cost to KOA Corporation was \$18,500. From the field work performed by the City staff and KOA Corporation it was determined that the preferred crosswalk should be located across from the entrance to the Sports Park Recreation Center to capture the largest amount of the student crossings in the vicinity of Sports Park, Mar Vista High School and the east bound MTS bus route. See Attachment 1. Discussions with HUD have affirmed that this westerly location from 5th Street is consistent with the intent of the award of the CDBG grant for the project design.

On October 5, 2011, City Council approved resolution 2011-7094 to submit a request for the FY 2012/2013 CDBG allocation for the construction of the Imperial Beach Boulevard at 5th Street project (project designed with the FY 2011/2012 CDBG allocation). In January 2012, HUD announced that the FY 2012/2013 CDBG allocation had been reduced by 21% to a new FY 2012/2013 allocation of \$99,363.00. The estimated allocation when the City submitted the FY 2012/2013 project was \$120,229 (and this had been previously adjusted downward by 16%).

DISCUSSION: Attachment 1 is a graphic presentation of the proposed project design. The following attributes are included in this design concept:

1. The crosswalk is aligned with the sidewalk entrance to the Recreation Center on the south side of the road.
2. The pop-outs will be designed to have water flow along the new curb/gutter and will remove any existing gutter.
3. The landscape area on the north will be combined with the existing pop-out once the existing gutter separating them is removed.
4. A new landscape area will be planned for the south side pop-out, with irrigation extended to service it.

5. If possible, storm water low impact development (LID) elements with curb openings added to allow for rainwater to infiltrate into the shown landscape areas.
6. The existing median will be extended to the crosswalk and will have decorative brick-patterned colored concrete paving.
7. The length of the new median will extend approximately 60-feet to the east of the existing median.
8. The distance between the median and the pop-out will be a minimum of 16 feet, to allow for one vehicular travel lane and one future bike lane.
9. The flashing beacon light on the nose of the median will be relocated to the eastern end of the new median.
10. If budget allows, flashing warning light applications will be considered.

Coincident with this improvement project, staff recommends City Council consider additional work that would be accomplished by City forces and potentially Scout Eagle projects that modify the exit drive from Sports Park 4th street parking as shown in attachment 2. The concept presented here is to return the exit traffic from the 4th Street parking at Sports Park back to the 4th Street intersection on Imperial Beach Boulevard and eliminate the mid-block exit onto Imperial Beach Boulevard. By eliminating the mid-block exit onto Imperial Beach Boulevard, a large play area could be returned to the park that is now essentially blocked off by the large treated log fence bordering the park exit – approximately 6,600 square feet of new play area (see attachment 3). Also it would eliminate a mid-block vehicle entrance onto Imperial Beach Boulevard and it would eliminate the mid-block U-turn for those vehicles leaving Sports Park 4th Street parking and intending to proceed west from Sports Park.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

CDBG Revenue:

FY 2011/2012 (project design)	\$ 21,094
FY 2012/2013 (project construction)	\$ 99,363

Project expenses:

FY 2011/2012(project design)	\$ 21,094
FY 2012/2013 (project construction)	\$120,000

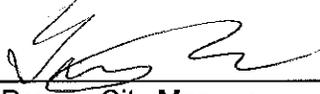
Project expenses would exceed project revenue unless augmented by additional funds. Potential sources of additional funds (approximately \$20,500) could come from RTIP or Gas Tax, both of which are eligible for this type of work. Additionally there would be an O&M cost for City employees performing the demolition and refurbishment of the Sport Park exit modification.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Discuss the pros and cons regarding the proposed Imperial Beach crosswalk design and discuss the pros and cons regarding the proposed Sports Park exit modification.
3. Provide staff direction to proceed with the proposed crosswalk design
4. Provide staff direction to proceed with the proposed Sports Park exit modification.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

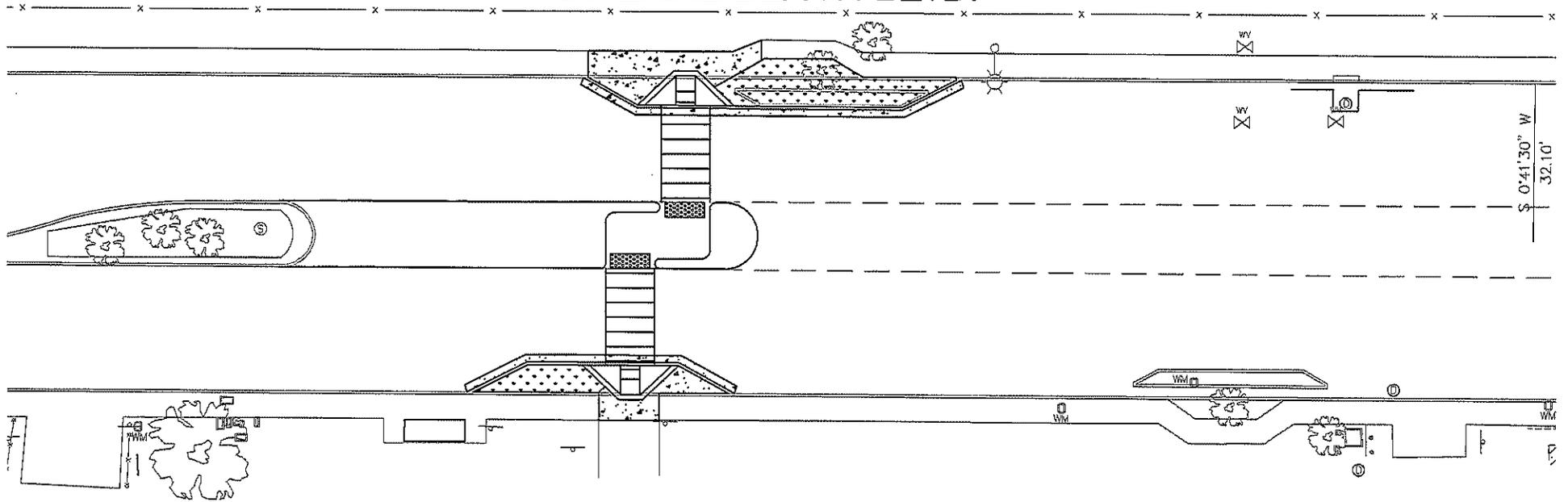


Gary Brown, City Manager

Attachments:

1. Imperial Beach Boulevard Crosswalk in the vicinity of 5th Street (proposed).
2. Imperial Beach Sports Park vehicle exit modification (proposed).
3. Imperial Beach Sports Park play area increase (proposed).

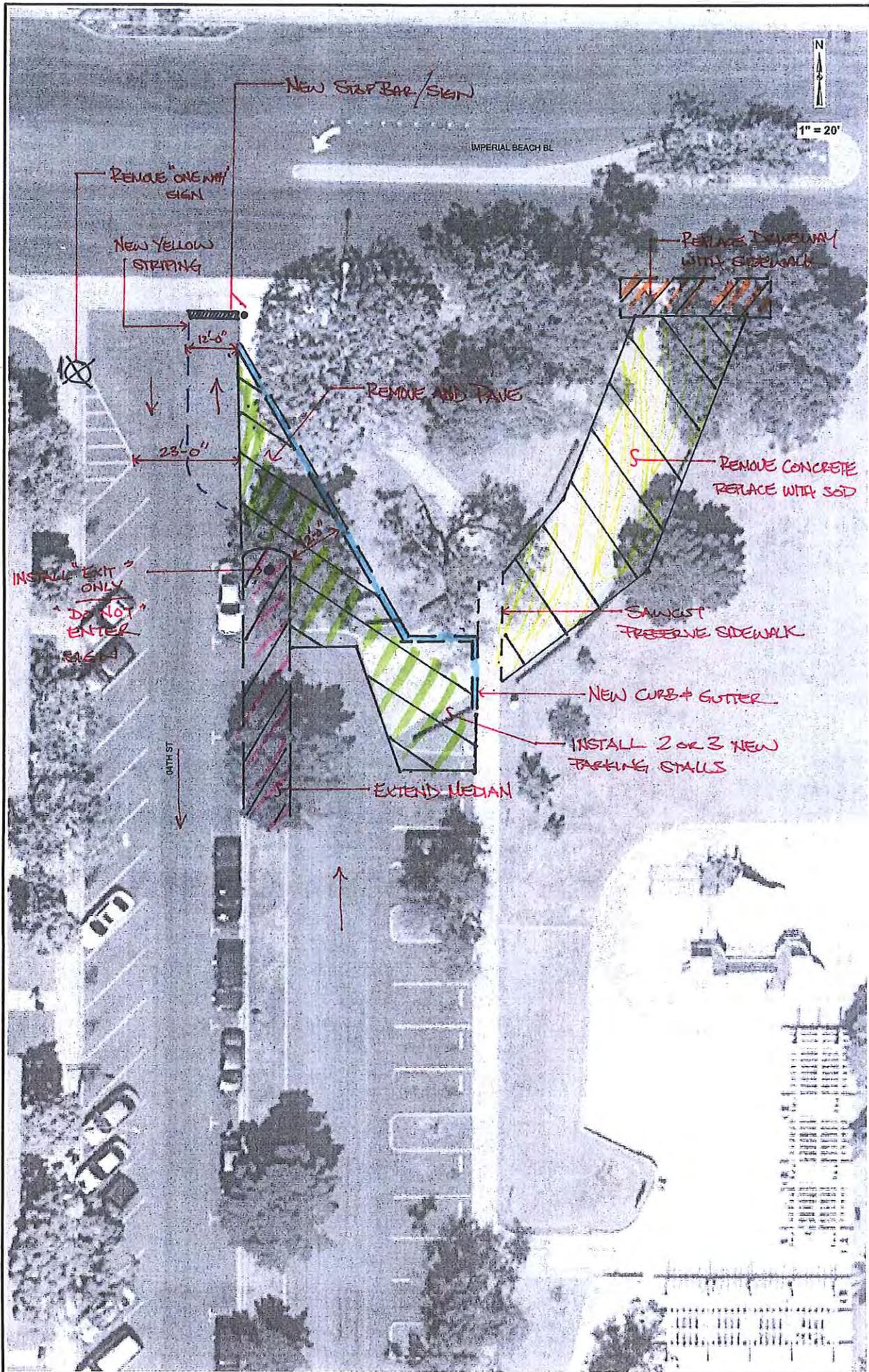
IMPERIAL BEACH BLVD.



DRIVEWAY

**I.B. SKATE PARK
RECREATION CENTER**

ALLEY







STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: MARCH 21, 2012

ORIGINATING DEPT.: PUBLIC WORKS *HAL*

SUBJECT: RESOLUTION APPROVING CHANGE ORDER NO. 3 TO THE FY 09-10 ANNUAL MAIN LINE REPAIR – GROUTING AND LINING - CAPITAL IMPROVEMENT PROGRAM PROJECT CIP W10-101 AND W10-201 AND AUTHORIZING THE TRANSFER OF \$13,500 FROM THE SEWER ENTERPRISE FUND RESERVE TO CIP PROJECT W10-101 AND W10-201

BACKGROUND: On March 7, 2012, City Council adopted resolution no. 2012-7167 approving change order no. 2 for a contract with SANCON Engineering, Inc. for the FY 09-10 Annual Main Line Repair – Grouting and Lining – Capital Improvement Program (CIP) project W10-101 and W10-201). Recently a new failure in the underground piping to Pump Station 11 – Storm Water wet well inlet pipe at the west end of Palm Avenue was discovered, and analyzed by SANCON at the request of the City. The ocean water is infiltrating into this inlet pipe an estimated 14,000 to 18,000 gallons per day. This water is then pumped to the sewer system at sewer pump station no. 5 near Dahlia Avenue and Seacoast Drive. This infiltration is a significant burden on the sewer system and adds a significant treatment cost to the City customers, and left unattended may impact the health and safety of the City's sewer system. The repair methodology and specifications for this pipe are nearly identical to the methodology and specifications for the sewer mains contracted in the subject CIP project contracted with SANCON except for pipe diameters.

This staff report is prepared to request City Council consider adding the repair of pump station no. 11 inlet pipe as an urgent repair item under the existing contract with SANCON Engineering, Inc.

DISCUSSION: SANCON Engineering, Inc. is currently working to complete the contracted work for the grouting and lining of the sewer mains under CIP W10-201. The award of this change order would allow SANCON Engineering, Inc. to transition onto the necessary repair work at pump station no. 11 inlet pipe. This work is necessary to eliminate the infiltration as soon as possible, to minimize cost and to maximize the efficiency of the repairs.

Staff believes that SANCON Engineering, Inc. has provided a very reasonable quote of \$13,275.00 (lump sum) to complete the work on pump station no. 11 inlet pipe.

There are sufficient funds in the Sewer Enterprise Reserve Fund to cover the costs of the repairs to pump station no. 11 inlet pipe to the wet well.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The approved budget for this project was \$315,000 (including approved change orders).

Approved expenditures for this project were :

Design Engineer (W10-101 & W10-201)	\$ 20,765.50
Administration estimate (W10-101 & W10-201)	\$ 20,000.00
Geotechnical Study (Southern California Soil & Testing, Inc.)	\$ 5,764.00
Arrieta Construction (W10-101)	\$ 25,730.00
Arrieta Construction (W10-101) Premature Mobilization Cost	\$ 9,213.67
SANCON Engineering, Inc. (W10-201)	\$134,175.00
Additional CCTV work	\$ 2,484.00
Change Order No. 1	\$ 27,445.00
Change Order No. 2	\$ 63,655.00
TOTAL ESTIMATED EXPENSES INCUMBERED	\$309,232.17

Change Order No. 3:

Repair of newly discovered failure to PS no. 11 wet well inlet pipe	\$ 13,275.00
--	--------------

Transfer from Sewer Enterprise Fund Reserve: \$ 13,500.00

DEPARTMENT RECOMMENDATION:

1. Receive this report.
3. Adopt the attached resolution approving Change Order No. 3 to FY 09/10 Annual Main Line Repair – Grouting and Lining Capital Improvement Program (CIP) project (W10-201) and approving the transfer of \$13,500 from the Sewer Enterprise Fund Reserve to CIP project W10-101 & W10-201.
4. Authorize the City Manager to approve the increase in the SANCON Engineering, Inc. purchase order by the amount of change order no. 3.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



 Gary Brown, City Manager

Attachments:

1. Resolution No. 2012-7174

RESOLUTION NO. 2012-7174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING CHANGE ORDER NO. 3 TO THE FY 09-10 ANNUAL MAIN LINE REPAIR – GROUTING AND LINING - CAPITAL IMPROVEMENT PROGRAM PROJECT CIP W10-101 AND W10-201 AND AUTHORIZING THE TRANSFER OF \$13,500 FROM THE SEWER ENTERPRISE FUND RESERVE TO CIP PROJECT W10-101 AND W10-201

WHEREAS, on March 7, 2012 City Council adopted resolution no. 2012-7167 approving change order no. 2 to SANCON Engineering, Inc. for the FY 09-10 Annual Main Line Repair – Grouting and Lining – Capital Improvement Program (CIP) project W10-101 and W10-201); and

WHEREAS, recently a new failure in the underground piping to Pump Station 11 – Storm Water wet well inlet pipe at the west end of Palm Avenue was discovered; and

WHEREAS, the ocean water is infiltrating into this inlet pipe an estimated 14,000 to 18,000 gallons per day; and

WHEREAS, this water is then pumped to the sewer system at sewer pump station no. 5 near Dahlia Avenue and Seacoast Drive; and

WHEREAS, this infiltration is a significant burden on the sewer system and adds a significant treatment cost to the City customers, and left unattended may impact the health and safety of the City's sewer system; and

WHEREAS, the repair methodology and specifications for this pipe are nearly identical to the methodology and specifications for the sewer mains contracted in the subject CIP project contracted with SANCON except for pipe diameters; and

WHEREAS, staff recommends that City Council consider adding the repair of pump station no. 11 inlet pipe as an urgent repair item under the existing contract with SANCON Engineering, Inc.; and

WHEREAS, SANCON Engineering, Inc. is currently working to complete the contracted work for the grouting and lining of the sewer mains under CIP W10-201; and

WHEREAS, the award of this change order would allow SANCON Engineering, Inc. to transition onto the necessary repair work at pump station no. 11 inlet pipe; and

WHEREAS, this work is necessary to eliminate the infiltration as soon as possible, to minimize cost and to maximize the efficiency of the repairs; and

WHEREAS, SANCON Engineering, Inc. quote of \$13,275.00 (lump sum) to complete the work on pump station no. 11 inlet pipe is reasonable and appropriate; and

WHEREAS, there are sufficient funds in the Sewer Enterprise Reserve Fund to cover the costs of the repairs to pump station no. 11 inlet pipe to the wet well.

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. Change Order No. 3 to SANCON Engineering, Inc. for the FY 09/10 Annual Main Line Repair – Grouting and Lining Capital Improvement Program (CIP) project (W10-201) contract is approved.
3. The City Manager is authorized to sign Change Order No. 3 to SANCON Engineering, Inc. for FY 09/10 Annual Main Line Repair – Grouting and Lining Capital Improvement Program (CIP) project (W10-201) contract.
4. The City Manager is authorized to transfer \$13,500 from the Sewer Enterprise Fund Reserve to the FY 09/10 Annual Main Line Repair (CIP) project (W10-101 & W10-201).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of March 2012, by the following vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: MARCH 21, 2012

ORIGINATING DEPT.: PUBLIC WORKS *HAL*

SUBJECT: OPTIONS AND COSTS FOR VARIOUS SEACOAST DRIVE PEDESTRIAN-SCALE STREET LIGHT SCENARIOS

BACKGROUND: At the March 7, 2012 City Council meeting, staff was directed to prepare a presentation for the March 21, 2012 regular City Council meeting on options and costs for various Seacoast Drive pedestrian-scale street light scenarios. There is a sense by some within Council and the community that the street lighting designed into the Street Improvements RDA Phase 3A and 3B capital improvement program projects does not appropriately address pedestrian scale lighting along Seacoast Drive. The lighting design provided by the consultant for Seacoast Drive was an attempt to find a satisfactory compromise between adequate vehicle-oriented lighting and pedestrian oriented lighting. This staff report is prepared to provide material by which City Council can discuss this issue in more detail and potentially provide further direction to staff.

The street light design for the Seacoast Drive between Palm Avenue and Imperial Beach Blvd. have the following elements:

- New poles are 24 feet tall – 4-feet taller than that recommended in the Seacoast Drive Design Standards. (existing cobra head light poles are 30-feet tall)
- New poles are topped with a shepherds hook lamp fixture consistent with the Seacoast Drive Design Standards.
- Average spacing between light poles is 80-feet (although this varies depending upon the street intersection spacings). (existing cobra head lamps are spaced on average every 110-feet)
- The number of street lights has increased to 34 from the existing cobra head lamps of 22.
- The design illuminance is shown in Attachment 1.

The Seattle Department of Transportation defines Pedestrian Scale lights as that which:

- Improves walkable illumination;
- Increases pedestrian access;
- Enhances community safety;
- Improves business exposure; and
- Provides a sense of place.

The City of San Diego "Street Design Manual" states that pedestrian scale lighting shall conform to the following:

1. In commercial areas, the average maintained horizontal illuminance (FC) on sidewalk or walkway shall not be less than 0.9 foot-candles and shall not exceed illuminance uniformity (UR) of 4:1 (foot-candles average/foot candle minimum); and
2. In mixed-use areas, the average maintained horizontal illuminance on the sidewalk or walkway shall not be less than 0.6 foot-candles and shall not exceed UR of 4:1; and
3. In residential areas, the average maintained horizontal illuminance on the sidewalk or walkway shall not be less than 0.4 foot-candles and shall not exceed UR of 6:1; and
4. In commercial areas, contributions from other nearby storefront lighting, private lighting, sign lighting and / or reflections from structures on private property should not be considered as a reason for reducing the sidewalk or walkway illuminance levels indicated above.
5. Sidewalk or walkway lights shall have cutoff fixtures that keep light pollution, light trespass, and glare to drivers to a minimum, as approved by the City Engineer.

Note: *Illuminance is the measure of light that falls on a surface and is measured in foot-candles (fc) or lux (lx).*

Note: *Attachment 1 shows the illuminance on the sidewalk for the currently designed Seacoast Drive between Date Avenue and Elm Avenue. There are several locations where the illuminance is less than the 0.9 lux minimum for commercial areas and less than 0.6 lux minimum for mixed use areas. Likewise the UR for this block is 9:1 which exceeds both the 4:1 standard for commercial or mixed use as shown in the City of San Diego "Street Design Manual" above.*

In a Rutgers University Study, "Pedestrian Lighting in New Jersey – A means to improve Pedestrian Safety," January 2007 prepared by Ranjit Walia it was pointed out that lighting has limitations that should be considered when designing lighting plans. The study points out that "... merely increasing the output or number of luminaires does not necessarily produce improvements in lighting. Other impacts must be considered when designing a roadway or street lighting scheme. Engineers, planners, and citizens have become increasingly aware of the negative consequences associated with merely increasing the number of lighting fixtures and/or their luminous intensities. Exterior lighting installations that result in excessive luminous intensities create what is now known as light pollution. Simply put, light pollution with no "useful" purpose wastes energy. Light pollution takes several different forms. These include:

- Glare – an intense and blinding light that causes discomfort and results in a reduction in one's ability to see.... Glare has the effect of decreased visibility and visual performance....
- Light trespass – light that falls where it is not wanted or needed. Examples include light spilling into a yard or bedroom window from a nearby streetlight, business, or other residence.
- Visual Clutter and confusion – light pollution caused by light coming either from too many brightly lit signs or from too many lights that result in an individuals' difficulty in differentiating objects, such as directional signs or traffic signals.
- Artificial sky glow – the artificial brightening of the night sky due to inefficient lighting fixtures that project light upward. While the presence of these pollutants create a number of undesirable conditions, the problems associated with light pollution can, and do, have detrimental effects on pedestrian safety.
- Glare and visual clutter can contribute to motorists' inability to identify and to prevent pedestrian-vehicle collisions. These conditions are exacerbated during periods of fog, mist, snow, or rain, all of which increase light reflection and reduce contrast. Ironically, improperly designed lighting can potentially reduce safety instead of improving it. Hence, it is important that lighting be designed by knowledgeable professionals.

DISCUSSION: Given the guidelines noted above, it is staff's recommendation that any changes to the lighting installation along Seacoast Drive be drawn by a professional lighting engineer to avoid the pitfalls described above and to ensure that the appropriate lighting standards are attained. References have generally identified pedestrian scale lighting as lights mounted on 13-foot to 16-foot poles.

Staff has consulted with the Street Improvements RDA Phase 3B design consultant, Nasland Engineering, about modifying the current street illumination design to reflect a stronger pedestrian oriented illumination pattern. The following information is provided from that discussion:

1. Nasland Engineering is agreeable to preparing a street lighting plan that is more pedestrian oriented.
2. Nasland Engineering strongly suggests that the taller 24-foot pole currently designed into the project be retained at the street intersections. Street lighting for the safety and comfort of motorists should account for the illumination of intersections and designated crosswalks.
3. The inclusion of sufficient pedestrian oriented lighting between intersections could be designed and be ready for Council approval in about 5 weeks from which a notice to proceed with the redesign is given.
4. Additional pedestrian oriented street lighting will require an SDG&E review and approval to ensure that sufficient power is available and designed into the project and that there are no other interferences. SDG&E review typically takes 2 to 4 weeks.
5. The cost to design the additional pedestrian oriented lighting is estimated to be approximately \$30,000.
6. The construction cost to include the additional lighting is estimated at approximately \$270,000.

In discussions with the construction contractor, PAL General Engineering, Inc., the inclusion of additional lights and associated conduit within the project area will have the following effects:

1. Effectively stop work until the design is completed and the change order is approved by all parties.
2. Staff believes the stop work would be for a period of about 12 to 13 weeks or 3 to 3.5 months (5-weeks for design, 2-weeks for approval by City Council, 4-weeks review by SDG&E (and potentially other dry utilities) and 2 weeks to remobilize and resume work).
3. Additional costs for demobilizing and remobilizing of \$15,000 to \$20,000.
4. Extension of the effective construction completion date to late November 2012.
5. The currently ordered street lights will be in excess of the needed intersection street lights.
6. Trenching in the newly laid asphalt and the intersection decorative hardscape between Palm Avenue and Daisy Avenue. Damage the new look aesthetics of this previous work.

Staff understood City Council's direction to staff was to look at the impact of different options relative the possible locations and extent of the installation of the pedestrian oriented street lighting. Those options being:

1. Pedestrian oriented lighting installation along the entire distance of Seacoast Drive (Palm Avenue to and including Imperial Beach Blvd. intersections);
2. Pedestrian oriented lighting installation along Seacoast Drive between Daisy Avenue and Imperial Beach Blvd.;
3. Pedestrian oriented lighting installation along Seacoast Drive between Daisy Avenue and Elder Avenue;
4. Pedestrian oriented lighting installation along Seacoast Drive between Palm Avenue and Elder Avenue; and

5. Pedestrian oriented lighting installation along Old Palm Avenue and Seacoast Drive between Palm Avenue and Imperial Beach Blvd.
6. Installation of conduit and junction boxes only (light poles and lamps to be installed at a later date and as funds become available).
7. Installation of solar powered lighting for the pedestrian oriented street lighting. See Attachment 2 as an example a solar powered shepherds hook pedestrian oriented street light.

Staffs' comments regarding each of the above pedestrian oriented street lighting options (in the order shown above:

1. Seacoast Drive (Palm to Imperial Beach Blvd.):
 - a. Estimated design and construction cost of \$300,000.
 - b. Estimated construction delay costs of \$20,000.
 - c. Estimated construction completion delay of 3.5 months (November 2012 or later, depending upon the date stop work commences).
 - d. Approximately 12 extra 24 foot poles delivered based on the current order. *Note there is approximately a 3-month delivery time between order date and delivery date.* Each pole is bid at \$2,180.
 - e. Unknown costs from the SDG&E evaluation of the additional pole power requirements.
 - f. Increased risk that the State may choose to recall these former RDA funds.
 - g. Annual O&M electric cost of \$37.08 per light pole (assuming 4 additional lights per block - 40 new poles is \$1483.20).
2. Seacoast Drive (Daisy to Imperial Beach Blvd.):
 - a. Estimated design and construction cost of \$225,000
 - b. Estimated construction delay costs of \$20,000
 - c. Estimated construction completion delay of 3.5 months (November 2012 or later, depending upon the date stop work commences).
 - d. Approximately 7 extra 24 foot poles delivered based on the current order. *Note there is approximately a 3-month delivery time between order date and delivery date.* Each pole is bid at \$2,180.
 - e. Unknown costs from the SDG&E evaluation of the additional pole power requirements.
 - f. Increased risk that the State may choose to recall these former RDA funds.
 - g. Annual O&M electric cost of \$37.08 per light pole (assuming 4 additional lights per block - 28 new poles is \$1038.24).
3. Seacoast Drive (Daisy to Elder Avenue):
 - a. Estimated design and construction cost of \$150,000
 - b. Estimated construction delay costs of \$20,000
 - c. Estimated construction completion delay of 3.5 months (November 2012 or later, depending upon the date stop work commences).
 - d. Approximately 4 extra 24 foot poles delivered based on the current order. *Note there is approximately a 3-month delivery time between order date and delivery date.* Each pole is bid at \$2,180.
 - e. Unknown costs from the SDG&E evaluation of the additional pole power requirements.
 - f. Increased risk that the State may choose to recall these former RDA funds.
 - g. Annual O&M electric cost of \$37.08 per light pole (assuming 4 additional lights per block - 16 new poles is \$593.28).
4. Seacoast Drive (Palm Avenue to Elder Avenue)
 - a. Estimated design and construction cost of \$240,000.
 - b. Estimated construction delay costs of \$20,000.

- c. Estimated construction completion delay of 3.5 months (November 2012 or later, depending upon the date stop work commences).
 - d. Approximately 9 extra 24 foot poles delivered based on the current order. *Note there is approximately a 3-month delivery time between order date and delivery date.* Each pole is bid at \$2,180.
 - e. Unknown costs from the SDG&E evaluation of the additional pole power requirements.
 - f. Increased risk that the State may choose to recall these former RDA funds.
 - g. Annual O&M electric cost of \$37.08 per light pole (assuming 4 additional lights per block - 28 new poles is \$1038.24).
- 5. Old Palm plus Seacoast Drive between Palm Avenue and Imperial Beach Blvd.
 - a. This option was declined by City Council during their discussions on March 7, 2012.
- 6. Installation of conduit and junction boxes only
 - a. Estimated design cost of \$30,000.
 - b. Construction cost estimate of \$60,000
 - c. Estimated construction cost delays of \$20,000
 - d. Estimated construction delay of 3.5 months (November 2012 or later, depending upon the date stop work commences).
 - e. Unknown costs from the SDG&E evaluation of the additional pole power requirements.
 - f. Increased risk that the state may choose to recall these former RDA funds.
- 7. Installation of solar powered pedestrian oriented street lights
 - a. Estimated design cost of \$15,000.
 - b. Construction cost estimate of \$2,000 per pole (assuming 40 new poles a cost of \$80,000)
 - c. No construction delay is anticipated.
 - d. No SDG&E review delay is anticipated.
 - e. No monthly electric bill. Battery replacement every 2 to 4 years at approximately \$100 per battery.

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:

Possible fiscal impact is outlined in the above discussion sections. The impact is dependent on the Council's direction following their discussion.

The budget for this project is \$2,000,000.

To date, the estimated encumbered funds for this project total \$1,647,058.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

- 1. Receive this report.
- 2. That the pedestrian oriented lighting only be designed by a professional electrical lighting engineer.
- 3. That the pedestrian oriented lights, if installed, be consistent with the Seacoast Drive Design Guidelines – Shepherd's Hook shape
- 4. Discuss the options for modifying the Street Improvement RDA Phase 3B CIP project as laid out above, including an option to proceed with the contract as currently awarded.

5. Provide staff direction on how to proceed with this project.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.

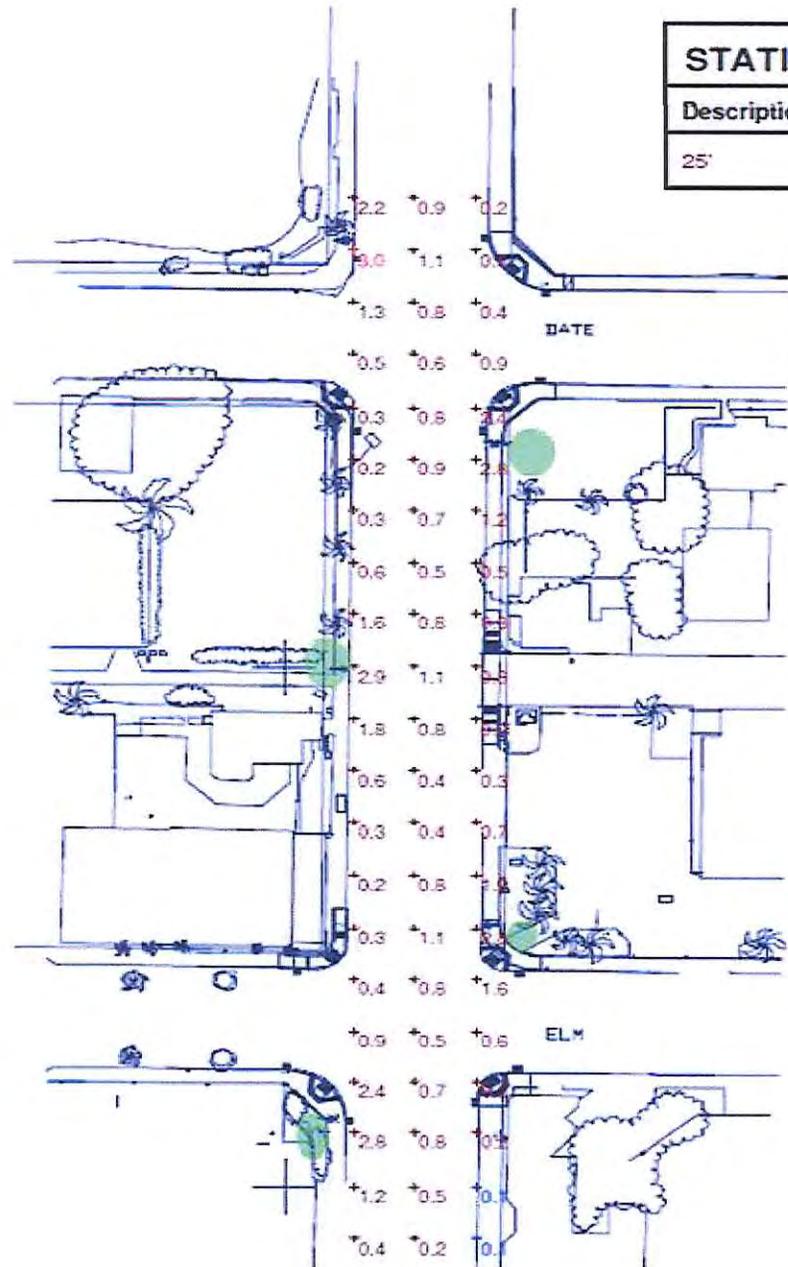


Gary Brown, City Manager

Attachments:

1. 25" Light Pole Illuminance statistic profile for Seacoast Drive between Date Avenue and Elm Avenue.
2. Example of a solar powered shepherds hook pedestrian oriented street light.

25' Light Pole



STATISTICS					
Description	Avg	Max	Min	Max/Min	Avg/Min
25'	0.9 fc	3.0 fc	0.1 fc	30.0:1	9.0:1

LUMINAIRE SCHEDULE					
Symbol	Qty	Catalog Number	Description	Lamp	Lumens
○	5	ODN-3-I-T3-165G-IND-5K-UNV-AM-BK-C1-H1	ODEN 30"W. X 24"H. LED LUMINAIRE	165 WATT	12500



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Lita15

Lita15 has a light adjustable panel bracket which can be fixed at various positions. Its bugle light fixture can light up a large round area. So it is ideal for entrances, wide paths, parking lots, parks, pedestrian streets, bikeways, etc

Specifications

Solar Panel	80W, monocrystalline or polycrystalline, conversion efficiency: 13 ~ 15%
Light Power	15W CREE/Bridgelux LED lamp
Pole	13 feet high, made of steel
Controller	12V 10A solar charge controller
Battery	12V 50Ah gel cell deep cycle battery
Working Time	6 ~ 12 hours/day, 3 ~ 6 cloudy or rainy days backup
Wind Resistance	80mph (Please consult with us for higher wind resistant models.)

Options

Working Mode	Full Power	Dimming	Split Night	Dusk to Dawn
Backup Day	3 days	5 days	6 days	
Battery Position	Underground	Foot		
Color	Silver	Black	Brown	White
Pole Height	13 feet	16 feet	20 feet	

Light Fixture



GL33



Type 12

Ideal for entrances, wide paths, parking lots, parks, pedestrian streets, bikeways, etc..

Wattage available:

15W

Applications

- | | | |
|-----------------------|--------------------------------|-------------------|
| Street Lighting | Jogging and Bike Path Lighting | Entrance Lighting |
| Parking Lot Lighting | Perimeter Security Lighting | Yard Lighting |
| Sidewalk Lighting | Farm & Ranch Lighting | Fence Lighting |
| Private Road Lighting | Park Lighting | Campus Lighting |

