



A G E N D A



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

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

APRIL 1, 2015

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

REGULAR MEETING – 6:00 P.M.

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

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

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

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

COMMUNICATIONS FROM CITY STAFF

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

PRESENTATIONS (1.1-1.2)

1.1* PROCLAMATION IN RECOGNITION OF STAND UP FOR TRANSPORTATION DAY. (0410-30)

1.2* SELF HELP CARDIO-PULMONARY RESUSCITATION (CPR) PRESENTATION. (0210-55)

* No staff report.

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

CONSENT CALENDAR (2.1-2.3)-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 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: Ratify the following registers: Accounts Payable Numbers 86319 through 86416 with a subtotal amount of \$453,298.48 and Payroll Checks/Direct Deposits 46461 through 46490 for a subtotal amount of \$290,546.34 for a total amount of \$743,844.82.

2.2 SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1150 AMENDING CHANGES IMPERIAL BEACH MUNICIPAL CODE CHAPTER 15.50 (FLOOD DAMAGE PREVENTION). (0520-60)

Recommendation: That the City Council waives the second reading in full and adopts Ordinance No. 2015-1150 which amends Chapter 15.50 of the Imperial Beach Municipal Code (Flood Damage Prevention) by adding specific references to Federal Regulations and California empowerment statutes.

2.3 ATP GRANT “ELM AVENUE TRAFFIC, PEDESTRIAN AND CYCLING SAFETY AND MOBILITY IMPROVEMENTS PROJECT” EXECUTION OFFICIAL. (0390-86 & 0720-25)

Recommendation: Adopt Resolution No. 2015-7562 authorizing the Public Works Director, Hank Levien, to be the City official to execute the Program Supplement Agreement for the “Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project” for the ATP grant of \$709,000.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4)

4.1 CONSIDERATION OF RESOLUTION NO. 2015-7563 AUTHORIZING THE CITY MANAGER TO EXECUTE AN IMPLEMENTATION AGREEMENT OF THE OWNER PARTICIPATION AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND BIKEWAY VILLAGE, LLC FOR THE DEVELOPMENT OF THE BIKEWAY VILLAGE PROJECT LOCATED AT 535 FLORENCE STREET AND 536 13TH STREET. (0600-20 & 0680-20)

Recommendation: Staff recommends that the City Council adopt Resolution No. 2015-7563 authorizing the City Manager to execute an Implementation Agreement to the approved Owner Participation Agreement (OPA) between the City of Imperial Beach (the “City”) and Bikeway Village, LLC (the “Developer”) for development of the Bikeway Village project (the “Project”).

REPORTS (5.1-5.3)

5.1 CITY COUNCIL BRIEFING NO. 5 – PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN UPDATE. (0150-30, 0480-80 & 0600-20)

Recommendation: That the City Council receives City Council Briefing No. 5 on the Palm Avenue Mixed Use and Commercial Corridor Master Plan (the “Master Plan”) and provide input and additional comments as necessary.

Continued on Next Page

REPORTS (Continued)

5.2 DISCUSSION OF PROPOSED REVISIONS TO THE IMPERIAL BEACH SIGN CODE RELATED TO DIGITAL SIGNS (MF 1046). (0670-95)

Recommendation: That the City Council provides direction to staff regarding digital signs on private/public properties and on way-finding signage. Given the advances in technology and the amount of important information the City could provide to the public, staff believes that a provision allowing digital signs on public property through review and approval by the City Council and/or discretionary permit might be appropriate. However, given the practical difficulty in regulating digital signs on private property, the potential safety concerns they present and the lack of support for digital signs when this issue was presented to the Chamber of Commerce, staff would not recommend allowing them on private property.

5.3 STRATEGY FOR GOAL IDENTIFICATION AND ESTABLISHING BUDGET AND CAPITAL IMPROVEMENT PLAN PRIORITIES. (0410-05)

Recommendation: Direct staff to prepare for a community outreach event where residents can learn more about current department activities, discuss and suggest future projects, and provide input on the two year municipal budget; also direct staff to initiate a comprehensive update of The Big Picture Document.

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURN REGULAR MEETING

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

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

www.ImperialBeachCA.gov

/s/
Jacqueline M. Hald, MMC
City Clerk

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 1, 2015
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *DSB*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$ 453,298.48 and the payroll checks in the amount of \$ 290,546.34.

RECOMMENDATION:

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

RATIONALE:

The warrant register is presented providing transparency with regards to City expenditures.

OPTIONS:

- Receive and file the report from the City Manager
- Provide direction to the City Manager to take a specific action

BACKGROUND:

None

ANALYSIS:

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

<u>Vendor:</u>	<u>Check:</u>	<u>Amount:</u>	<u>Description:</u>
San Diego Habitat	86358	\$212,500.00	10 th /Donax Habitat

The following registers are submitted for Council ratification:

Accounts Payable

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
86319	03/11/2015	\$ 2,236.00
86320-86366	03/13/2015	\$ 293,543.84
86367-86416	03/19/2015	\$ 157,518.64
	Sub-Total	\$ 453,298.48

Payroll Checks/Direct Deposit

46461-46475	P.P.E. 3/05/15	\$ 141,417.48
46476-46490	P.P.E. 3/19/15	\$ 149,128.86
	Sub-Total	\$ 290,546.34

TOTAL \$ 743,844.82

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

Attachments:

1. Warrant Register as Budgeted
2. Warrant Register

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 03/24/2015

Expense	Budget	Previous Warrant Registers	2015-03-13	2015-03-19	Remaining Budget
101 GENERAL FUND					
PROFESSIONAL SERVICES	\$ 6,930,459	\$ 3,928,741	\$ 12,045	\$ 25,228	\$ 2,964,445
TECHNICAL SERVICES	\$ 543,689	\$ 220,422	\$ 2,329	\$ 4,821	\$ 316,117
OPERATING SUPPLIES	\$ 307,767	\$ 180,688	\$ 4,306	\$ 9,534	\$ 113,239
GAS & ELECTRIC (SDG&E)	\$ 219,000	\$ 145,850	\$ 3,570		\$ 69,580
ATTORNEY SERVICES-OTHER	\$ 141,443	\$ 65,816			\$ 75,627
OTHER SERVICES & CHARGES	\$ 135,415	\$ 25,243		\$ 39,542	\$ 70,631
TEMPORARY STAFFING	\$ 119,641	\$ 87,883	\$ 2,159	\$ 811	\$ 28,788
RCS PROGRAM	\$ 111,500	\$ 30,173			\$ 81,327
UTILITIES-WATER	\$ 75,453	\$ 73,110	\$ 1,044	\$ 3,303	\$ (2,004)
MAINTENANCE & REPAIR	\$ 72,220	\$ 21,994		\$ 3,891	\$ 46,335
ATTORNEY SERVICES	\$ 63,557	\$ 22,226			\$ 41,331
TRAVEL, TRAINING, MEETING	\$ 59,604	\$ 38,392	\$ 231	\$ 2,847	\$ 18,134
RENT-UNIFORMS	\$ 42,204	\$ 16,919		\$ 22	\$ 25,263
TRAFFIC CONTROL	\$ 40,500	\$ 21,922		\$ 5,258	\$ 13,320
MEMBERSHIP DUES	\$ 30,375	\$ 24,961		\$ 179	\$ 5,235
SMALL TOOLS/NON-CAPITAL	\$ 28,900	\$ 3,476		\$ 20	\$ 25,404
BANKING/FIN SRVCS CHARGES	\$ 28,000	\$ 21,243			\$ 6,757
COPIER LEASES	\$ 27,700	\$ 19,061	\$ 3,097		\$ 5,542
UTILITIES-TELEPHONE	\$ 27,521	\$ 16,939			\$ 10,582
OFFICE SUPPLIES	\$ 25,266	\$ 15,560	\$ 1,403	\$ 201	\$ 8,102
UTILITIES-CELL PHONES	\$ 20,183	\$ 10,342		\$ 1,227	\$ 8,614
FEES & LICENSES	\$ 18,250	\$ 14,741			\$ 3,509
POSTAGE & FREIGHT	\$ 17,450	\$ 8,004		\$ 104	\$ 9,341
EMPLOYEE RECOGNITION AWRD	\$ 15,653	\$ 11,726			\$ 3,927
TRAINING & EDUCATION-MOU	\$ 15,000	\$ 3,284	\$ 75		\$ 11,641
EQUIPMENT	\$ 15,000	\$ 8,617			\$ 6,383
VEHICLE OPERATE-FUEL/OIL	\$ 15,000				\$ 15,000
PRINTING SERVICES	\$ 13,149	\$ 5,415	\$ 14	\$ 322	\$ 7,398
PLAN CHECK SVCICIES	\$ 12,000				\$ 12,000
CONTRACTS-ELECTIONS	\$ 9,415	\$ 8,903			\$ 512
UTILITIES-SEWER	\$ 8,300	\$ 8,139			\$ 161
ADVERTISING	\$ 6,700	\$ 2,574		\$ 45	\$ 4,081
SUBSCRIBE & PUBLICATIONS	\$ 6,250	\$ 1,182		\$ 32	\$ 5,036
SECURITY & ALARM	\$ 5,300	\$ 2,305			\$ 2,995
RENT-EQUIPMENT	\$ 4,800	\$ 829			\$ 3,971
PEST CONTROL SERVICE	\$ 4,200	\$ 2,600		\$ 325	\$ 1,275
RENT-FACILITIES	\$ 3,600				\$ 3,600
FIRE EXTINGUISHER SERVICE	\$ 1,650				\$ 1,650
NUISANCE ABATEMENT CHARGE	\$ 1,500				\$ 1,500
CONTRACTS-POSTAGE MACHINE	\$ 1,109	\$ 1,109			\$ -
MILEAGE REIMBURSEMENT	\$ 669	\$ 169		\$ 86	\$ 414
INSURANCE PREMIUM/DEPOSIT	\$ 75				\$ 75
COMMUNITY PROGRAMS		\$ -			\$ -
201 GAS TAX FUND					
PROFESSIONAL SERVICES	\$ 883,931	\$ 110,947	\$ 6,833		\$ 766,152
202 PROP "A" (TRANSNET) FUND					
PROFESSIONAL SERVICES	\$ 1,035,500	\$ 724,376	\$ 3,117		\$ 308,007
ATTORNEY SERVICES	\$ 470	\$ 470			\$ 0
212 SLESF (COPS) FUND					
PROFESSIONAL SERVICES	\$ 100,000				\$ 100,000
213 LLEBG FUND					
PROFESSIONAL SERVICES	\$ 30,000				\$ 30,000
215 LLMD-ASSMT DIST #67 FUND					
					\$ -

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 03/24/2015

	Budget	Previous Warrant		2015-03-13	2015-03-19	Remaining Budget
		Registers				
GAS & ELECTRIC (SDG&E)	\$ 28,000	\$ 14,412		\$ 2,105		\$ 11,483
PROFESSIONAL SERVICES	\$ 2,000					\$ 2,000
216 HOUSING AUTHORITY						\$ -
PROFESSIONAL SERVICES	\$ 6,415	\$ 6,645				\$ (230)
217 HOUSING AUTHORITY-BOND						\$ -
PROFESSIONAL SERVICES	\$ 2,176,000	\$ -	\$ 212,500			\$ 1,963,500
ATTORNEY SERVICES		\$ -				\$ -
245 RDA PA#1 LOW/MOD HSG-S/A						\$ -
PROFESSIONAL SERVICES		\$ -				\$ -
301 SA DEBT SERVICE FUND						\$ -
BOND INTEREST (2010 TAB)	\$ 1,058,910	\$ 538,259				\$ 520,651
INTEREST BOND (2013 TAB)	\$ 762,957	\$ 367,725				\$ 395,232
BOND PRINCIPAL (2010 TAB)	\$ 235,000					\$ 235,000
303 REDEV OBLIG RETIRE FUND						\$ -
PROFESSIONAL SERVICES	\$ 167,106	\$ 89,426	\$ 152			\$ 77,528
ATTORNEY SERVICES	\$ 140,000	\$ 126,871				\$ 13,129
OTHER SERVICES & CHARGES	\$ 9,000	\$ 6,719				\$ 2,281
TRAVEL, TRAINING, MEETING	\$ 10	\$ 6				\$ 4
SA ADMIN-OTHER REIMB		\$ -				\$ -
401 CAPITAL IMPROVEMENT FUND						\$ -
PROFESSIONAL SERVICES	\$ 1,231,011	\$ 346,136	\$ 8,193	\$ 27,454		\$ 849,228
402 C.I.P. 2010 BOND						\$ -
PROFESSIONAL SERVICES	\$ 591,877	\$ 505,603				\$ 86,274
ATTORNEY SERVICES	\$ 23,000	\$ 21,595				\$ 1,405
405 RDA PA#1 CIP-OP S/A						\$ -
PROFESSIONAL SERVICES		\$ -				\$ -
501 VEHICLE REPLACEMENT/MAINT						\$ -
VEHICLE OPERATE-FUEL/OIL	\$ 255,000	\$ 149,804		\$ 2,753		\$ 102,444
EQUIPMENT	\$ 180,000	\$ 81,566				\$ 98,434
VEHICLE OPERATE-PARTS M&O	\$ 25,000	\$ 14,905	\$ 248	\$ 748		\$ 9,099
MAINTENANCE & REPAIR	\$ 23,100	\$ 16,781		\$ 1,509		\$ 4,810
SMALL TOOLS/NON-CAPITAL	\$ 6,000	\$ 305				\$ 5,695
OPERATING SUPPLIES	\$ 4,100	\$ 1,272	\$ 20	\$ 144		\$ 2,665
FEES & LICENSES	\$ 4,000	\$ 1,884		\$ 1,474		\$ 642
OTHER SERVICES & CHARGES	\$ 2,100	\$ 596				\$ 1,504
FIRE EXTINGUISHER SERVICE	\$ 400					\$ 400
502 RISK MANAGEMENT FUND						\$ -
INSURANCE PREMIUM/DEPOSIT	\$ 167,344	\$ 167,344				\$ (0)
PYMT OF WORK COMP CLAIMS	\$ 141,250	\$ 110,742				\$ 30,508
ATTORNEY SERVICES	\$ 88,670	\$ 63,973				\$ 24,697
INSURANCE PREMIUM/WK COMP	\$ 55,000	\$ 54,410				\$ 590
THIRD PARTY ADMIN (W/C)	\$ 28,406	\$ 28,406				\$ (0)
PAYMENT OF CLAIMS	\$ 10,000	\$ 7,012				\$ 2,988
PROFESSIONAL SERVICES	\$ 2,250	\$ 2,250				\$ -
TECHNICAL SERVICES	\$ 1,580	\$ 1,578				\$ 2
OPERATING SUPPLIES	\$ 1,000					\$ 1,000
OFFICE SUPPLIES	\$ 250					\$ 250
SUBSCRIBE & PUBLICATIONS	\$ 250					\$ 250
OTHER SERVICES & CHARGES		\$ 9,474		\$ 689		\$ (10,163) To be reimbursed
503 TECHNOLOGY/COMMUNICATIONS						\$ -
H.T.E. MAINTENANCE	\$ 67,000	\$ 62,873				\$ 4,127
EQUIPMENT	\$ 52,250	\$ 686		\$ 142		\$ 51,423
PROFESSIONAL SERVICES	\$ 37,600	\$ 12,258				\$ 25,342
TEMPORARY STAFFING	\$ 28,000	\$ 17,297		\$ 672		\$ 10,031
TECHNICAL SERVICES	\$ 20,000	\$ 12,260	\$ 2,097			\$ 5,643

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 03/24/2015

	Budget	Previous Warrant		2015-03-13	2015-03-19	Remaining Budget
		Registers				
UTILITIES-TELEPHONE	\$ 12,000	\$ 8,457			\$	3,543
SMALL TOOLS/NON-CAPITAL	\$ 10,000	\$ 3,346		\$ 8	\$	6,646
QUESYST	\$ 8,000	\$ 6,000			\$	2,000
OPERATING SUPPLIES	\$ 7,000	\$ 52		\$ 451	\$	6,497
TRAVEL, TRAINING, MEETING	\$ 4,000	\$ 619			\$	3,381
UTILITIES-CELL PHONES	\$ 4,000	\$ 2,427		\$ 236	\$	1,337
FEES & LICENSES	\$ 4,000	\$ 1,902			\$	2,098
MEMBERSHIP DUES	\$ 1,000	\$ 240			\$	760
MAINTENANCE & REPAIR	\$ 1,000	\$ 105			\$	895
SUBSCRIBE & PUBLICATIONS	\$ 500				\$	500
OTHER SERVICES & CHARGES	\$ 500	\$ 301	\$ 38		\$	161
OFFICE SUPPLIES	\$ 500	\$ 113		\$ 31	\$	355
POSTAGE & FREIGHT	\$ 200	\$ -		\$ 149	\$	51
504 FACILITY MAINT/REPLACEMNT					\$	-
TECHNICAL SERVICES	\$ 76,000	\$ 54,000	\$ 2,124	\$ 1,699	\$	18,176
EQUIPMENT	\$ 50,000				\$	50,000
601 SEWER ENTERPRISE FUND					\$	-
TECHNICAL SERVICES	\$ 2,574,100	\$ 1,886,043			\$	688,057
PROFESSIONAL SERVICES	\$ 2,271,266	\$ 538,861		\$ 3,240	\$	1,729,165
PRINCIPAL PMT-CITY LOAN	\$ 124,811				\$	124,811
GAS & ELECTRIC (SDG&E)	\$ 68,000	\$ 51,076	\$ 1,065		\$	15,859
MAINTENANCE & REPAIR	\$ 45,020	\$ 26,049	\$ 2,152	\$ 65	\$	16,754
TEMPORARY STAFFING	\$ 25,000	\$ 11,747	\$ 1,101	\$ 32	\$	12,120
STAND-BY PAY	\$ 19,000	\$ 12,229			\$	6,771
OPERATING SUPPLIES	\$ 15,045	\$ 5,150	\$ 156	\$ 451	\$	9,289
OTHER SERVICES & CHARGES	\$ 8,400				\$	8,400
EQUIPMENT	\$ 5,600				\$	5,600
UTILITIES-TELEPHONE	\$ 4,000	\$ 797			\$	3,203
SECURITY & ALARM	\$ 4,000	\$ 2,424	\$ 294		\$	1,283
UTILITIES-WATER	\$ 3,500	\$ 1,934	\$ 214	\$ 12	\$	1,340
FEES & LICENSES	\$ 2,375	\$ 1,537			\$	838
TRAVEL, TRAINING, MEETING	\$ 1,980	\$ -		\$ 1,980	\$	-
SMALL TOOLS/NON-CAPITAL	\$ 1,400	\$ 714		\$ 32	\$	653
RENT-EQUIPMENT	\$ 1,000				\$	1,000
MEMBERSHIP DUES	\$ 800	\$ 539			\$	261
INTEREST PMT-CITY LOAN	\$ 635				\$	635
Revenue						
Asset				\$ 7,523		
Liability			\$ 20,270	\$ 7,693		
Fund Balance						
Grand Total			\$ 292,950	\$ 156,986		

Payroll related checks not listed above

\$ 594 \$ 532

\$ 293,544 \$ 157,519

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/11/2015	86319	JOHN OR LONORA PORCELLA	1				2,236.00
502-1922-419.28-17	03/09/2015	CONSTRUCTION CLAIM PYMT	967-3		09/2015	2,236.00	
03/13/2015	86320	ARROWHEAD MOUNTAIN SPRING WATE	1340				166.26
101-1010-411.30-02	02/23/2015	FEB 2015	05B0031149578	150175	08/2015	44.27	
101-5020-432.30-02	02/23/2015	FEB 2015	05B0026726646	150183	08/2015	121.99	
03/13/2015	86321	AT&T TELECONFERENCE SERVICES	1827				151.88
303-1250-413.20-06	01/01/2015	DEC 2014 CONF CALLS	01-01-2015		06/2015	151.88	
03/13/2015	86322	ATEL COMMUNICATIONS, INC.	2355				300.00
101-1920-419.30-02	03/04/2015	03/13-04/12/2015 AUTO ATT	40359	150506	09/2015	300.00	
03/13/2015	86323	ATKINS NORTH AMERICA, INC.	2455				3,117.02
202-5016-531.20-06	02/16/2015	JAN 2015 RTIP DESIGN SVC	1807277	150115	07/2015	1,282.50	
202-5016-531.20-06	01/31/2015	DEC 2014 RTIP DESIGN SVC	1806379	150115	06/2015	1,834.52	
03/13/2015	86324	AVI SYSTEMS, INC.	2227				365.63
101-1920-419.21-04	02/27/2015	CHAMBER MICS/RECEIVERS	42994700	150511	08/2015	365.63	
03/13/2015	86325	BDS ENGINEERING INC	372				6,832.50
201-5000-532.20-06	03/05/2015	FEB 2015 DELAWARE ST IMPV	08-41H	150278	09/2015	6,832.50	
03/13/2015	86326	CALI GLASS & WINDOWS	2584				2,124.40
504-1924-419.21-04	02/17/2015	GLASS DISPLAY-CITY HALL	2172015-8		08/2015	2,124.40	
03/13/2015	86327	CALIFORNIA COMMERCIAL ASPHALT	590				140.16
101-5010-431.30-02	02/24/2015	2 TONS ASPHALT	148316	150031	08/2015	140.16	
03/13/2015	86328	CALIFORNIA AMERICAN WATER	612				1,257.38
101-5010-431.27-02	03/04/2015	1015-210019482014 FEB 15	03-26-2015		08/2015	154.18	
101-5010-431.27-02	03/04/2015	1015-210019278895 FEB 15	03-26-2015		08/2015	22.28	
101-5010-431.27-02	03/04/2015	1015-210019279782 FEB 15	03-26-2015		08/2015	22.28	
101-5010-431.27-02	03/04/2015	1015-210019357057 FEB 15	03-26-2015		08/2015	22.28	
101-5010-431.27-02	03/05/2015	1015-210019481684 FEB 15	03-27-2015		08/2015	16.68	
101-6040-454.27-02	03/04/2015	1015-210019027905 FEB 15	03-26-2015		08/2015	333.38	
101-5010-431.27-02	03/06/2015	1015-210018811916 FEB 15	03-30-2015		08/2015	33.37	
101-5010-431.27-02	03/04/2015	1015-210019359015 FEB 15	03-26-2015		08/2015	22.28	
101-5010-431.27-02	03/04/2015	1015-210019360534 FEB 15	03-26-2015		08/2015	33.48	
101-5010-431.27-02	03/04/2015	1015-210019278093 FEB 15	03-26-2015		08/2015	39.09	
101-3030-423.27-02	03/04/2015	1015-210019276868 FEB 15	03-26-2015		08/2015	83.77	
101-3030-423.27-02	03/06/2015	1015-210020153385 FEB 15	03-30-2015		08/2015	25.71	
101-5010-431.27-02	03/04/2015	1015-210019600799 FEB 15	03-26-2015		08/2015	235.10	
601-5060-436.27-02	03/06/2015	1015-210019512885 FEB 15	03-30-2015		08/2015	213.50	
03/13/2015	86329	CALIFORNIA STATE DISBURSEMENT	2650				355.84
101-0000-209.01-07	03/12/2015	PR AP PPE 3/05/15	20150312		09/2015	355.84	
03/13/2015	86330	COLE OFFICE PRODUCTS INC	1400				1,274.40
101-1920-419.30-01	03/09/2015	COPY PAPER	329399-0	150570	09/2015	1,274.40	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT		
03/13/2015	86331	CORELOGIC SOLUTIONS, LLC	2657					162.00
101-1210-413.21-04	02/28/2015	FEB 2015 PROP SEARCHES	81410009	150568	08/2015	10.50		
101-3020-422.21-04	02/28/2015	FEB 2015 PROP SEARCHES	81410009	150568	08/2015	1.50		
101-3040-424.21-04	02/28/2015	FEB 2015 PROP SEARCHES	81410009	150568	08/2015	142.50		
101-5050-435.21-04	02/28/2015	FEB 2015 PROP SEARCHES	81410009	150568	08/2015	7.50		
03/13/2015	86332	COX COMMUNICATIONS	1073					1,491.69
503-1923-419.21-04	02/25/2015	02/25-03/24 3110039780701	03-18-2015	150087	08/2015	1,186.67		
503-1923-419.29-04	03/01/2015	03/01-03/31 3110015533201	03-22-2015	150087	09/2015	37.62		
101-5050-435.21-04	03/05/2015	03/04-04/03 3110091187001	03-25-2015	150087	09/2015	267.40		
03/13/2015	86333	DEPARTMENT OF JUSTICE	1154					98.00
101-1130-412.21-04	03/04/2015	FEB 2015 FINGERPRINT APPS	086173	150176	09/2015	98.00		
03/13/2015	86334	ED VEA	2484					88.58
101-1010-411.30-02	12/15/2014	AA BATTERIES	562423		09/2015	4.08		
101-3040-424.28-11	01/06/2015	COUNTY BLDG RECORDS	333142120150106		09/2015	10.00		
101-1130-412.28-04	01/15/2015	MORENO, N APMA LUNCHEON	01-15-2015		09/2015	25.00		
101-1020-411.28-04	01/27/2015	CARBALLO, S DCC LUNCH MTG	01-27-2015		09/2015	5.50		
101-1020-411.28-04	01/29/2015	HALD, J ARMA MTG	01-29-2015		09/2015	15.00		
101-1020-411.28-04	01/29/2015	CARBALLO, S ARMA MTG	01-29-2015		09/2015	20.00		
101-1020-411.28-04	01/29/2015	PARKING FEES ARMA MTG	150231		09/2015	5.00		
101-3040-424.28-11	02/09/2015	COUNTY BLDG RECORDS	335185520150209		09/2015	4.00		
03/13/2015	86335	FASTENAL	909					80.32
101-5010-431.30-02	02/24/2015	ANCHOR BOLTS & WASHERS	CACHU40311	150006	08/2015	80.32		
03/13/2015	86336	FERGUSON ENTERPRISES INC. #108	915					1,473.77
601-5060-436.28-01	02/25/2015	6" GATE VALVES	0504916	150046	08/2015	1,473.77		
03/13/2015	86337	FIDELITY SECURITY LIFE INSURAN	2476					540.54
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101-0000-209.01-18	12/04/2014	PAYROLL AP PPE 11/27/14	9354831		06/2015	8.24		
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101-1110-412.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	10.31		
101-1120-412.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	.66		
101-1130-412.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	4.58		
101-1210-413.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	16.54		
101-1211-413.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	3.53		
101-1230-413.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	9.06		
101-1910-419.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	3.35		
101-1920-419.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	6.19		
101-3010-421.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	1.26		
101-3020-422.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	63.21		
101-3030-423.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	38.68		
101-3040-424.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	8.77		
101-3050-425.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015	.59		
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101-5010-531.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015		.02
101-5020-432.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015		9.96
101-5040-434.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015		1.38
101-5050-435.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015		6.55
101-6010-451.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015		.17
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101-6040-454.11-03	12/18/2014	PAYROLL AP PPE 12/11/14	9354831		06/2015		14.76
101-0000-209.01-18	03/09/2015	MAR 2015 VISION INS PREMI	MAR 2015		09/2015		8.41
101-0000-209.01-18	03/09/2015	MAR 2015 VISION INS PREMI	MAR 2015		09/2015		8.41
101-0000-209.01-18	03/09/2015	MAR 2015 VISION INS PREMI	MAR 2015		09/2015		8.41
101-0000-209.01-18	03/09/2015	MAR 2015 VISION INS PREMI	MAR 2015		09/2015		134.57
03/13/2015	86338	GO-STAFF, INC.	2031				3,260.05
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101-1230-413.21-01	03/03/2015	W/E 03/01/15 LOPEZ,L	139389	150113	09/2015		1,170.00
601-5060-436.21-01	03/03/2015	W/E 03/01/15 SANCHEZ,J	139392	150279	09/2015		1,100.80
03/13/2015	86339	GRAINGER	1051				1,034.48
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501-1921-419.28-16	02/24/2015	SAFETY VALVE	9675333877	150007	08/2015		7.67
101-1910-419.30-02	02/25/2015	LED FLOOD LIGHT	9675457189	150007	08/2015		192.90
101-1910-419.30-02	02/25/2015	FLUORESCENT LAMP	9675457197	150007	08/2015		72.31
601-5060-436.30-02	03/04/2015	HAND SANITIZERS	9682355715	150007	09/2015		64.02
601-5060-436.28-01	03/04/2015	PUMP SUMP 33HP	9682355723	150007	09/2015		678.01
03/13/2015	86340	HINDERLITER DELLAMAS & ASSOCIA	111				1,379.60
101-1210-413.20-06	03/03/2015	JAN-MAR 2015 SALES TAX/	0023532-IN	150210	09/2015		300.00
101-1920-419.20-06	03/03/2015	JAN-MAR 2015 SALES TAX/AU	0023532-IN	150210	09/2015		1,079.60
03/13/2015	86341	I B FIREFIGHTERS ASSOCIATION	214				450.00
101-0000-209.01-08	03/12/2015	PR AP PPE 3/05/15	20150312		09/2015		450.00
03/13/2015	86342	ICMA RETIREMENT TRUST 457	242				7,020.71
101-0000-209.01-10	03/12/2015	PAYROLL AP PPE 3/05/15	101938510		09/2015		7,020.71
03/13/2015	86343	INTERSTATE BATTERY OF SAN DIEG	388				107.07
501-1921-419.28-16	03/03/2015	#625 MT-65	930013404	150008	09/2015		107.07
03/13/2015	86344	JACQUELINE SUE STENZEL	2491				160.00
101-6030-453.20-06	03/01/2015	FEB 2015	20	150228	09/2015		160.00
03/13/2015	86345	JASON BELL	1432				75.00
101-1920-419.29-01	03/09/2015	TUITION REIMBURSEMENT	2015 BELL	150353	09/2015		75.00
03/13/2015	86346	JOHN DEERE LANDSCAPES	1986				556.54
101-6020-452.30-02	02/19/2015	IRRIGATION PARTS	70805002	150025	08/2015		285.57
101-6020-452.30-02	02/26/2015	PRES COMP BUBBLER	70838813	150025	08/2015		179.44
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03/13/2015	86348	LANCE, SOLL & LUNGHARD LLP	716					3,500.00
101-1210-413.20-06	01/31/2015	2014 SINGLE AUDIT	13323		07/2015	3,500.00		3,500.00
03/13/2015	86349	NOLTE ASSOCIATES, INC.	2600					8,193.10
401-5020-432.20-06	01/30/2015	DEC 2014 ALLEY IMPRVMT P	15010330	150204	06/2015	8,193.10		8,193.10
03/13/2015	86350	OFFICE DEPOT, INC	1262					156.77
101-3030-423.30-02	11/24/2014	WALLMATE DRYER	741976559001	150000	05/2015	28.06		28.06
101-1210-413.30-01	02/25/2015	TONER/FOLDERS	757273191001	150000	08/2015	128.71		128.71
03/13/2015	86351	PADRE JANITORIAL SUPPLIES	1430					741.32
101-6040-454.30-02	02/25/2015	JANITORIAL SUPPLIES	367922	150020	08/2015	200.88		200.88
101-1910-419.30-02	02/24/2015	JANITORIAL SUPPLIES	367988	150020	08/2015	49.68		49.68
101-3030-423.30-02	03/04/2015	JANITORIAL SUPPLIES	368258	150020	09/2015	63.11		63.11
101-1910-419.30-02	03/04/2015	JANITORIAL SUPPLIES	368306	150020	09/2015	427.65		427.65
03/13/2015	86352	PARTNERSHIP WITH INDUSTRY	1302					1,141.01
101-6040-454.21-04	02/15/2015	P/E 02/15/2015	GS06008	150119	08/2015	342.30		342.30
101-6040-454.21-04	02/15/2015	P/E 02/15/2015	GS06008	150119	08/2015	342.30		342.30
101-6040-454.21-04	02/15/2015	P/E 02/15/2015	GS06008	150119	08/2015	456.41		456.41
03/13/2015	86353	PROTECTION ONE ALARM MONITORIN	69					293.50
601-5060-436.20-23	02/19/2015	MAR 2015	102034897	150090	09/2015	293.50		293.50
03/13/2015	86354	RANCHO AUTO & TRUCK PARTS	1685					133.69
501-1921-419.28-16	02/27/2015	#60 DRUMS & ROTORS	7693-222948	150014	08/2015	133.69		133.69
03/13/2015	86355	RAPID SCALE, INC	2591					910.35
503-1923-419.21-04	02/28/2015	FEB 2015 MAIL HOSTING	4299	150191	08/2015	910.35		910.35
03/13/2015	86356	REVELL COASTAL, LLC	2655					6,755.69
101-1230-513.20-06	02/02/2015	OCT-DEC 2014 PROJ MANGMNT	14-004-01	150592	08/2015	6,185.69		6,185.69
101-1230-513.20-06	03/02/2015	JAN 2015 PROJ MANGMNT	14-004-02	150592	07/2015	570.00		570.00
03/13/2015	86357	RICOH USA, INC.	2392					3,097.32
101-1210-413.20-17	03/04/2015	MAR 2015/FEB 15 EXCESS CP	94283856	150109	09/2015	2,446.47		2,446.47
101-3020-422.20-17	03/04/2015	MAR 2015/FEB 15 EXCESS CP	94283856	150109	09/2015	323.43		323.43
101-3030-423.20-17	03/04/2015	MAR 2015/FEB 15 EXCESS CP	94283856	150109	09/2015	327.42		327.42
03/13/2015	86358	SAN DIEGO HABITAT FOR HUMANITY	1					212,500.00
217-5000-532.20-06	03/05/2015	10TH/DONAX HABITAT FOR	03-05-2015		09/2015	212,500.00		212,500.00
03/13/2015	86359	SDGE	289					6,740.69
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101-5010-431.27-01	03/04/2015	3448 930 9646 01/29-03/02	03-19-2015		08/2015	7.41		
101-5010-431.27-01	03/04/2015	5153 272 6717 01/29-03/02	03-19-2015		08/2015	13.23		
101-5010-431.27-01	03/02/2015	5280 340 6641 01/27-02/26	03-17-2015		08/2015	83.71		
101-5010-431.27-01	03/02/2015	5576 188 0541 01/27-02/26	03-17-2015		08/2015	7.42		
601-5060-436.27-01	03/03/2015	8773 823 6424 01/28-03/01	03-18-2015		08/2015	1,065.38		
101-5010-431.27-01	03/04/2015	9476 001 6989 01/29-03/02	03-19-2015		08/2015	611.35		
101-6020-452.27-01	03/05/2015	0175 275 3776 01/30-03/03	03-20-2015		08/2015	515.43		
101-5010-431.27-01	03/05/2015	0824 329 2041 01/30-03/03	03-20-2015		08/2015	249.09		
101-6020-452.27-01	03/05/2015	2081 689 1273 01/30-03/03	03-20-2015		08/2015	303.14		
101-6010-451.27-01	03/05/2015	2081 692 3399 01/30-03/03	03-20-2015		08/2015	13.24		
101-6020-452.27-01	03/05/2015	2083 847 9032 01/30-03/03	03-20-2015		08/2015	85.81		
101-5010-431.27-01	03/03/2015	2741 969 9359 01/31-02/28	03-18-2015		08/2015	174.81		
215-6026-452.27-01	03/03/2015	2819 871 6315 01/31-02/28	03-18-2015		08/2015	2,105.05		
101-6010-451.27-01	03/05/2015	3206 700 9265 01/30-03/03	03-20-2015		08/2015	48.11		
101-6020-452.27-01	03/05/2015	5456 692 8951 01/30-03/03	03-20-2015		08/2015	32.28		
101-6020-452.27-01	03/05/2015	6921 003 2109 01/30-03/03	03-20-2015		08/2015	502.70		
101-5010-431.27-01	03/05/2015	7706 795 7872 01/30-03/03	03-20-2015		08/2015	10.21		
101-6020-452.27-01	03/05/2015	9327 898 1346 01/30-03/03	03-20-2015		08/2015	333.87		
101-6010-451.27-01	03/05/2015	9956 693 6272 01/30-03/03	03-20-2015		08/2015	58.53		
03/13/2015	86360	ST JAMES LUTHERAN CHURCH	4			11,529.00		
101-0000-221.01-05	03/05/2015	BOND REFUND 1056 9TH ST	TEP 14-63		09/2015	11,529.00		
03/13/2015	86361	SUNGARD PUBLIC SECTOR INC.	1370			160.00		
101-1210-413.28-04	02/25/2015	SUNGARD PR/PERSONNEL WEB	96265	F15129	08/2015	160.00		
03/13/2015	86362	TERRA BELLA NURSERY, INC.	1946			460.14		
101-6020-452.30-02	03/03/2015	PLANTS	138954	150028	09/2015	148.56		
101-6040-454.30-02	03/07/2015	PLANT MATERIAL	139308	150028	09/2015	148.78		
101-6020-452.30-02	02/27/2015	PLANTS	138781	150028	08/2015	90.57		
101-6020-452.30-02	02/28/2015	PLANTS	138872	150028	08/2015	72.23		
03/13/2015	86363	US BANK	2458			967.40		
101-0000-209.01-20	03/12/2015	PAYROLL AP PPE 3/05/15	20150312		09/2015	955.70		
101-0000-209.01-20	03/12/2015	PAYROLL AP PPE 3/05/15	20150312		09/2015	11.70		
03/13/2015	86364	VORTEX INDUSTRIES, INC.	786			295.00		
101-1910-419.21-04	02/17/2015	GLASS DOOR MAINTENANCE	11-904211-1	150098	08/2015	295.00		
03/13/2015	86365	WAXIE SANITARY SUPPLY	802			1,421.97		
101-6040-454.30-02	02/24/2015	JANITORIAL SUPPLIES	75116106	150011	08/2015	1,421.97		
03/13/2015	86366	WHITE CAP CONSTRUCTION SUPPLY	1434			233.07		
101-6040-454.30-02	02/24/2015	CAUTION TAPE/SERVEY VESTS	10003098904	150013	08/2015	233.07		
03/19/2015	86367	AK & COMPANY	1640			2,400.00		
101-1120-412.20-06	03/13/2015	13/14 PREP/SUBMIT STATE	I BEACH - 15-2	150505	09/2015	2,400.00		
03/19/2015	86368	APCD COUNTY OF SAN DIEGO	248			534.00		
101-1910-419.21-04	09/17/2014	APCD2003-SITE-04889	20140917-04889	150613	06/2015	534.00		

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03/19/2015	86370	AZTEC LANDSCAPING INC	310				1,295.73
101-5010-431.21-04	02/28/2015	FEB 2015 MEDIAN MATERIAL	13729L-IN	150080	08/2015		1,295.73
03/19/2015	86371	BOB HOFFMAN VIDEO PRODUCTION	457				614.64
101-1920-419.21-04	02/28/2015	AT&T PEG UPGRADES	SQ943593	F15146	08/2015		614.64
03/19/2015	86372	CALIFORNIA AMERICAN WATER	612				3,314.97
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101-6020-452.27-02	03/11/2015	1015-210019748332 FEB 15	04-02-2015		08/2015		12.28
101-6020-452.27-02	03/11/2015	1015-210019749625 FEB 15	04-02-2015		08/2015		12.28
101-6020-452.27-02	03/11/2015	1015-210019749684 FEB 15	04-02-2015		08/2015		17.88
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101-5010-431.27-02	03/13/2015	1015-210021068541 FEB 15	04-06-2015		08/2015		299.80
101-6010-451.27-02	03/13/2015	1015-210021068268 FEB 15	04-06-2015		08/2015		64.58
101-5020-432.27-02	03/10/2015	1015-210019058534 FEB 15	04-01-2015		08/2015		178.98
101-6020-452.27-02	03/11/2015	1015-210019176128 FEB 15	04-02-2015		08/2015		6.68
101-6020-452.27-02	03/13/2015	1015-210021067159 FEB 15	04-06-2015		08/2015		12.28
101-6020-452.27-02	03/12/2015	1015-210020440898 FEB 15	04-03-2015		08/2015		260.58
601-5060-436.27-02	03/10/2015	1015-210018820255 FEB 15	04-01-2015		08/2015		12.28
101-1910-419.27-02	03/12/2015	1015-210020154739 FEB 15	04-03-2015		08/2015		16.68
101-5010-431.27-02	03/10/2015	1015-210019179080 FEB 15	04-01-2015		08/2015		923.94
03/19/2015	86373	CALIFORNIA DENTAL	2480				784.32
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101-0000-209.01-12	03/12/2015	APR 2015 DENTAL PREMIUM	APR 2015		10/2015		392.16
03/19/2015	86374	CLEAN HARBORS	913				1,264.50
101-5040-434.21-04	03/03/2015	FEB 2015 HHW	1000842622	150023	08/2015		1,264.50
03/19/2015	86375	CORINTHIAN TITLE COMPANY	2				7,522.50
101-0000-121.00-00	03/13/2015	MAK POWER LLC	4446		09/2015		3,995.00
101-0000-121.00-00	03/13/2015	632-171-11-00 1256 8TH ST	MR Refund		09/2015		3,527.50
03/19/2015	86376	COUNTY OF SAN DIEGO (PW)	1440				35,247.00
101-5050-435.29-04	02/27/2015	STORMWATER PROG	2015-PWCP-1008	150609	08/2015		35,247.00
03/19/2015	86377	D.A.R. CONTRACTORS	1122				347.00
101-3050-425.20-06	03/02/2015	FEB 2015	021501229	150195	08/2015		347.00
03/19/2015	86378	EAGLE NEWSPAPER	1204				230.00
101-1020-411.28-07	02/11/2015	FEB 2015 LEGAL ADVERTISNG	87189	150216	08/2015		45.00
101-1230-413.28-11	02/18/2015	FEB 2015 LEGAL ADVERTISIN	87299	150017	08/2015		185.00
03/19/2015	86379	EL TAPATIO INC	1407				339.39
101-1120-412.20-06	03/12/2015	RECEPTION CATERING - SYMP	10804	F15144	09/2015		339.39
03/19/2015	86380	FASTENAL	909				18.35
101-6040-454.30-02	03/04/2015	STAINLSS HEX SCREWS	CACHU40431	150006	09/2015		18.35

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
03/19/2015	86381	FEDERAL EXPRESS CORP.	911				104.43
101-1130-412.28-09	03/06/2015	FEB 2015 OVRNGHT SHPNG	2-960-30677	150114	09/2015	104.43	
03/19/2015	86382	GO-STAFF, INC.	2031				1,515.41
503-1923-419.21-01	03/03/2015	W/E 03/01/15 PIEDRA,M	139391	150108	08/2015	672.00	
101-1210-413.21-01	03/10/2015	W/E 03/08/15 FERGUSON,N	139732	150072	09/2015	811.41	
601-5060-436.21-01	03/10/2015	W/E 02/15/15 SANCHEZ,J	139734	150279	08/2015	32.00	
03/19/2015	86383	HUDSON SAFE-T LITE RENTALS	2382				1,752.72
101-5010-431.21-23	03/05/2015	TRAFFIC PAINT	00029314	150062	09/2015	1,752.72	
03/19/2015	86384	IB LOCAL NEWS	2661				240.00
101-1120-412.20-06	03/02/2015	DISPLAY AD ON 02/27/15	548815	F15141	09/2015	145.00	
101-1120-412.20-06	03/02/2015	DISPLAY AD ON 03/13/15	548815	F15141	09/2015	95.00	
03/19/2015	86385	IB PRINTING	2239				228.42
101-1010-411.30-02	03/13/2015	MAYOR'S STATIONARY	1-3131	F15143	09/2015	228.42	
03/19/2015	86386	KOA CORPORATION	611				227.50
101-5010-431.20-06	01/31/2015	JAN 2015 AS NEEDED TRAFFI	JB14106X21-1	150207	07/2015	227.50	
03/19/2015	86387	LLOYD PEST CONTROL	814				325.00
101-1910-419.20-22	02/12/2015	FEB 2015 CITY HALL	4598379	150074	08/2015	36.00	
101-1910-419.20-22	02/12/2015	FEB 2015 FIRE DEPT	4598380	150074	08/2015	36.00	
101-1910-419.20-22	02/12/2015	FEB 2015 SHERIFF DEPT	4598537	150074	08/2015	36.00	
101-1910-419.20-22	02/13/2015	FEB 2015 DEMPSEY CTR	4584185	150074	08/2015	60.00	
101-1910-419.20-22	02/13/2015	FEB 2015 MV CENTER	4598593	150074	08/2015	53.00	
101-1910-419.20-22	02/17/2015	FEB 2015 PW DEPT	4583906	150074	08/2015	53.00	
101-1910-419.20-22	02/20/2015	FEB 2015 SPORTS PARK	4582250	150074	08/2015	51.00	
03/19/2015	86388	MARIBEL DEL VILLAR PEREZ	2				500.00
101-0000-221.01-03	03/17/2015	MV DEPOSIT REFUND	4659		09/2015	500.00	
03/19/2015	86389	MASON'S SAW & LAWNMOWER	923				1,713.37
101-6020-452.28-01	03/05/2015	BLOWER/KIT/EDGER	369197	150024	09/2015	1,713.37	
03/19/2015	86390	MEETING SERVICES, INC	2659				13,429.86
101-1120-412.20-06	03/16/2015	EQUIPMENT RENTAL/SYMPHONY	IN130241	150566	09/2015	13,429.86	
03/19/2015	86391	NADIA I. MORENO	2622				18.86
101-1130-412.28-06	03/12/2015	MILEAGE REIMBURSEMENT	03-12-2015		09/2015	18.86	
03/19/2015	86392	NOLTE ASSOCIATES, INC.	2600				19,699.50
401-5020-432.20-06	02/27/2015	NOV-JAN 2015 ALLEY IMPRVM	15020290	150204	07/2015	16,459.50	
601-5060-536.20-06	02/26/2015	JAN 2015 FY 14/15 MAIN LI	15020275	150559	07/2015	3,240.00	
03/19/2015	86393	PARS	2425				408.00
101-1920-419.20-06	03/06/2015	JAN 2015	31017	150229	07/2015	81.60	
101-3020-422.20-06	03/06/2015	JAN 2015	31017	150229	07/2015	81.60	

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101-3030-423.20-06	03/06/2015	JAN 2015	31017	150229	07/2015		122.40
101-6040-454.20-06	03/06/2015	JAN 2015	31017	150229	07/2015		122.40
03/19/2015	86394	PRINCIPAL FINANCIAL GROUP	2428				1,290.79
101-0000-209.01-13	01/16/2014	PAYROLL AP PPE 1/09/14	20140116		07/2014		532.23
101-0000-209.01-13	07/01/2014	JUL 2014 VOL LIFE INSURAN	JUL 2014		01/2015		16.50
101-0000-209.01-13	08/28/2014	SEP 2014 VOLUNTARY LIFE	SEP 2014		03/2015		.01
101-0000-209.01-13	08/28/2014	SEP 2014 VOLUNTARY LIFE	SEP 2014		03/2015		.01-
101-0000-209.01-13	07/01/2014	JUL 2014 VOL LIFE INSURAN	JUL 2014		01/2015		16.50-
101-0000-209.01-13	01/16/2014	PAYROLL AP PPE 1/09/14	20140116		01/2015		532.23-
101-0000-209.01-13	03/12/2015	PR AP PPE 3/05/15	20150312		09/2015		645.39
101-0000-209.01-13	03/11/2015	MAR 2015 VOL LIFE INS	MAR 2015		09/2015		645.40
03/19/2015	86395	PRINCIPAL FINANCIAL GROUP	2525				1,859.70
101-0000-209.01-12	03/12/2015	PR AP PPE 3/05/15	20150312		09/2015		887.05
101-0000-209.01-12	03/11/2015	MAR 2015 DENTAL PPO	MAR 2015		09/2015		929.85
101-0000-209.01-12	03/11/2015	MAR 2015 DENTAL PPO	MAR 2015		09/2015		42.80
03/19/2015	86396	PROJECT DESIGN CONSULTANT	65				10,994.12
401-1230-413.20-06	03/05/2015	FEB 2015 PALM AVE MIXED	85577	140823	09/2015		10,994.12
03/19/2015	86397	RAPHAEL'S PARTY RENTALS	2660				3,156.05
101-1120-412.20-06	03/14/2015	SYMPHONY CANOPY/TENT	99637	150565	09/2015		3,156.05
03/19/2015	86398	RELIABLE TIRES COMPANY	136				15.00
101-5040-434.21-04	03/16/2015	DELIVER USED TIRES	91002	F15145	09/2015		15.00
03/19/2015	86399	SAN DIEGO ASSOCIATION OF GOVER	254				159.00
101-1010-411.28-04	03/03/2015	SANDAG 2015 BOARD OF DIRE	AR169823	F15142	09/2015		159.00
03/19/2015	86400	SAN DIEGO STATE UNIVERSITY	2662				4,000.00
101-1120-412.20-06	03/03/2015	SDSU SYMPHONY FUNDING	03-03-2015	150612	09/2015		4,000.00
03/19/2015	86401	SEIU LOCAL 221	1821				1,281.04
101-0000-209.01-08	03/12/2015	PR AP PPE 3/05/15	20150312		09/2015		1,281.04
03/19/2015	86402	SKS INC.	412				2,744.17
501-1921-419.28-15	03/05/2015	900 GAL REG FUEL	1268598-IN	150041	09/2015		2,744.17
03/19/2015	86403	SOUTHWEST SIGNAL SERVICE	488				160.00
101-5010-431.21-04	02/28/2015	FEB 2015 MAINTENANCE	51835	150032	08/2015		160.00
03/19/2015	86404	SPRINT	2040				149.97
101-3020-422.27-05	03/01/2015	01/26/15-02/25/15	594768811-087	150194	08/2015		149.97
03/19/2015	86405	STAFF PRO INC	1616				357.00
101-1120-412.20-06	03/14/2015	SECURITY WATCH	15-01413	150591	09/2015		357.00
03/19/2015	86406	T-MAN TRAFFIC SUPPLY	2469				2,178.17
101-5010-431.21-23	02/23/2015	SIGN POSTS/ANCHORS, STRIP	2732	150066	08/2015		2,178.17

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03/19/2015	86407	VERIZON WIRELESS	2317				1,363.49
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101-6020-452.30-02	03/08/2015	02/09/2015-03/08/2015	9741903829		08/2015	25.18	
101-5020-432.27-05	03/08/2015	02/09/2015-03/08/2015	9741903829		08/2015	674.96	
101-3040-424.27-05	03/08/2015	02/09/2015-03/08/2015	9741903829		08/2015	49.00	
101-3020-422.27-05	03/08/2015	02/09/2015-03/08/2015	9741903829		08/2015	135.13	
101-3030-423.27-05	03/08/2015	02/09/2015-03/08/2015	9741903829		08/2015	182.13	
101-3070-427.27-05	03/08/2015	02/09/2015-03/08/2015	9741903829		08/2015	42.73	
101-1230-413.27-05	03/08/2015	02/09/2015-03/08/2015	9741903829		08/2015	6.78	
503-1923-419.27-05	03/08/2015	02/09/2015-03/08/2015	9741903829		08/2015	225.00	
503-1923-419.27-05	03/08/2015	02/09/2015-03/08/2015	9741903829		08/2015	10.64	
03/19/2015	86408	WAXIE SANITARY SUPPLY	802			762.75	
101-6040-454.30-02	03/10/2015	JANITORIAL SUPPLIES	75145287	150011	09/2015	762.75	
03/19/2015	86409	WBALDO ARELLANO	2621			66.93	
101-5020-432.28-06	02/27/2015	MILEAGE REIMBURSEMENT	03-09-2015		08/2015	66.93	
03/19/2015	86410	WELLS FARGO BANK	1513			500.00	
735-0000-221.03-03	03/02/2015	MAR 2015- MAR 2016 FEES	1170261		09/2015	500.00	
03/19/2015	86416	U.S. BANK	1873			28,114.31	
101-1910-419.21-04	11/10/2014	HVAC CLEANING FD	521667	150595	08/2015	296.00	
101-1910-419.21-04	11/14/2014	HVAC CLEANING FD	520915	150595	08/2015	590.00	
101-5010-431.30-02	01/21/2015	CONCRETE PATCH	068841/3044435	150594	08/2015	13.23	
101-5010-431.30-02	01/22/2015	CONCRETE PATCH	066523/2026167	150594	08/2015	13.23	
101-5010-431.30-02	01/27/2015	CONCRETE PATCH	070903/7020001	150594	08/2015	26.46	
504-1924-419.21-04	01/21/2015	PAINT BRUSHES/TOWELS	048139/3561978	150595	08/2015	64.22	
504-1924-419.21-04	01/27/2015	GLOVES/PAINT ROLLERS	072741/7583419	150595	08/2015	75.32	
504-1924-419.21-04	01/28/2015	ROLLERS/CAULK	093993/6583484	150595	08/2015	32.42	
504-1924-419.21-04	01/29/2015	CAULK	060805/5583544	150595	08/2015	16.50	
504-1924-419.21-04	01/21/2015	PAINT & SUPPLIES	006671/3593406	150596	08/2015	217.29	
504-1924-419.21-04	01/22/2015	PAINT SUPPLIES	016300/2562024	150596	08/2015	134.57	
504-1924-419.21-04	01/26/2015	SAW BLADE	014964/8583315	150596	08/2015	70.17	
504-1924-419.21-04	01/26/2015	TEXTURE SPRAY	083733/8593733	150596	08/2015	45.26	
101-1910-419.30-02	01/29/2015	SPRAY ADHESIVE/DISH SOAP	036880/5570177	150596	08/2015	4.41	
504-1924-419.21-04	01/29/2015	SPRAY ADHESIVE/DISH SOAP	036880/5570177	150596	08/2015	60.77	
101-6040-454.30-02	01/23/2015	PLAYGROUND SOCKETS	023554/1583101	150599	08/2015	30.08	
101-1910-419.30-02	01/28/2015	PAINT	001960/6570074	150599	08/2015	55.75	
504-1924-419.21-04	02/03/2015	CH PAINT	003852/0594190	150595	08/2015	32.10	
101-1910-419.28-01	02/09/2015	DRYER VENT CLEANING	5089117	150595	08/2015	135.00	
101-6020-452.30-02	02/09/2015	FLAGS	67137	150595	08/2015	309.03	
101-6020-452.28-01	02/18/2015	DOOR LOCKS	11591	150595	08/2015	152.74	
501-1921-419.28-16	02/19/2015	PAINT/LOADER PARTS	P02599-01	150595	08/2015	171.01	
101-6040-454.30-02	02/19/2015	PLANTS	062676/4232654	150595	08/2015	15.21	
504-1924-419.21-04	02/04/2015	GUARD PINE	055838/9014196	150596	08/2015	43.55	
101-1910-419.30-02	02/05/2015	ELECTRICAL SUPPLIES	050320/8590096	150596	08/2015	10.13	
101-1910-419.30-02	02/13/2015	DOOR SUPPLIES	041071/0015435	150596	08/2015	46.94	
101-6020-452.30-02	02/18/2015	SP KEYS	036890	150596	08/2015	13.06	

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101-1910-419.30-02	02/18/2015	DOOR SWEEP/BLINDS	081515/5584721	150596 08/2015 64.75
101-6020-452.30-02	02/18/2015	SP KEYS	081835	150596 08/2015 13.06
101-6040-454.30-02	02/06/2015	SILICONE	047601/7562925	150599 08/2015 93.50
101-6040-454.30-02	02/12/2015	PLAZA FLOWERS	012180/1191232	150599 08/2015 177.01
101-6040-454.30-02	02/19/2015	PAINT SUPPLIES	016051/1590890	150599 08/2015 25.28
101-6040-454.30-02	02/19/2015	PLAZA PLANTS	017873/4234942	150599 08/2015 113.25
101-5040-434.30-02	02/12/2015	EVENT BANNERS	1-2121	150608 08/2015 286.20
601-5060-436.28-04	01/26/2015	RAMOS, J-ELECTRICAL SCHOOL	102162	150590 08/2015 1,980.00
101-5010-431.30-02	01/29/2015	BRUSHES/ROLLERS/SCRAPER	056443/5583548	150603 08/2015 88.73
101-5010-431.28-01	01/29/2015	CHAINSAW OIL/GAS CAPS	242583	150603 08/2015 39.67
501-1921-419.28-16	01/21/2015	#239 GAUGE PIERCE	474469	150605 08/2015 361.89
501-1921-419.30-02	01/26/2015	SOLDERING GUN TIP/TOGGLE	1-270073	150605 08/2015 9.40
501-1921-419.28-16	01/26/2015	#147 STEERING WHEEL COVER	3980-283139	150605 08/2015 10.79
501-1921-419.28-16	01/26/2015	#239 SWITCH	474512	150605 08/2015 22.96
501-1921-419.30-02	01/26/2015	TARP SNAPS FD	507731	150605 08/2015 135.00
601-5060-436.30-02	02/10/2015	MOELLER, AJ SAFETY BOOTS	013585338393	150590 08/2015 145.78
601-5060-436.28-01	02/10/2015	PHONE CHARGERS	94375	150590 08/2015 64.78
101-1910-419.30-02	02/13/2015	ALL PURPOSE CLEANER	045850/0563381	150602 08/2015 69.67
101-5010-431.21-23	02/04/2015	SHEPHERD HOOKS	21117370	150603 08/2015 1,327.37
101-5010-431.30-02	02/19/2015	PVC GLUE/PRIMER/BUSHINGS	010493/4571546	150603 08/2015 43.69
501-1921-419.28-16	02/04/2015	#152 KEYS	049469	150605 08/2015 7.54
601-5060-436.30-22	01/27/2015	UTILITY KNIFE	000870/7583389	150601 08/2015 32.30
601-5060-436.30-02	01/27/2015	LIGHT BULBS/TAPE	010933/7583388	150601 08/2015 60.31
501-1921-419.28-13	01/27/2015	FUEL TANK PRE-TEST	20516	150604 08/2015 1,048.96
501-1921-419.28-13	01/27/2015	FUEL TANK TEST, FINAL	20517	150604 08/2015 425.00
101-5020-432.28-04	02/02/2015	RAMOS, J MEAL AT TRNG	02-02-2015	150601 08/2015 4.63
101-5020-432.28-04	02/03/2015	RAMOS, J MEAL AT TRNG	062895	150601 08/2015 3.55
101-5020-432.28-04	02/03/2015	RAMOS, J MEAL AT TRNG	094853	150601 08/2015 7.50
101-5020-432.28-04	02/04/2015	RAMOS, J MEAL AT TRNG	035664	150601 08/2015 3.24
101-5020-432.28-04	02/04/2015	RAMOS, J MEAL AT TRNG	3475	150601 08/2015 7.01
101-5020-432.28-04	02/05/2015	RAMOS, J MEAL AT TRNG	003811	150601 08/2015 3.55
101-5020-432.28-04	02/05/2015	RAMOS, J MEAL AT TRNG	39473	150601 08/2015 7.55
601-5060-436.30-02	02/10/2015	BATTERIES/PIPE TAPE/TUBIN	058305/3590353	150601 08/2015 35.20
601-5060-436.30-02	02/13/2015	SAFETY VESTS/JACKETS	094786-00	150601 08/2015 209.56
501-1921-419.28-16	02/04/2015	#600 RADIATOR REPLACEMENT	23923125	150604 08/2015 173.88
501-1921-419.28-01	02/10/2015	MODIFY RACK INSTALL LIGHT	13739	150604 08/2015 1,509.00
101-6040-454.30-02	01/25/2015	SPRINKLER REPAIRS	045724/9562216	150598 08/2015 9.24
101-6040-454.30-02	01/27/2015	TOT LOT SUPPLIES	025892/7013117	150598 08/2015 148.24
101-5010-431.30-02	01/29/2015	BATTERIES	050739/5570141	150606 08/2015 12.94
101-6020-452.30-22	01/21/2015	SMALL TOOLS	005582/3092370	150607 08/2015 20.49
101-6020-452.30-02	01/21/2015	HARDWARE	068328/3571309	150607 08/2015 9.70
101-6020-452.30-02	01/26/2015	SOIL AMENDMENT	074517/8012936	150607 08/2015 112.06
101-6040-454.30-02	02/03/2015	NOSE/NOZZLE	086272/0191497	150598 08/2015 85.70
101-1910-419.28-01	02/06/2015	TAPE & GAS CONNECTR	022460/7562928	150598 08/2015 24.75
101-6040-454.30-02	02/09/2015	LIGHT BULBS	071335/4590314	150598 08/2015 62.58
101-6040-454.30-02	02/10/2015	LIGHT BULBS	030640/3240616	150598 08/2015 31.29
101-6040-454.30-02	02/10/2015	RTN LED BULBS	3240615	150598 08/2015 31.30
501-1921-419.28-15	02/09/2015	#141 FUEL	6192958	150606 08/2015 8.41
101-6020-452.30-02	02/05/2015	IRRIGATION SUPPLIES	050710/8570587	150607 08/2015 29.20
101-6020-452.30-02	02/09/2015	OFFICE SUPPLIES	7040	150607 08/2015 49.67

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101-3030-423.20-06	12/29/2014	TSCHAKERT,R LG MED TEST	103185172	150586 08/2015 261.23
101-3030-423.28-01	01/23/2015	WINDSHIELD REPAIR	01-23-2015	150586 08/2015 568.15
101-3030-423.30-02	01/27/2015	OFFICE SUPPLIES	788	150586 08/2015 28.64
101-3030-423.30-02	01/28/2015	SAFETY CTR WASHER/DRYER	000711/6261271	150586 08/2015 1,930.17
101-3030-423.30-02	02/04/2015	OFFICE SUPPLIES	3310	150586 08/2015 82.17
101-3030-423.28-01	02/04/2015	BOAT OUTFITTING	7126	150586 08/2015 1,066.00
101-3030-423.30-02	02/09/2015	LG PARKING STICKERS	261	150586 08/2015 108.00
101-3030-423.28-01	02/11/2015	BOAT MOTOR OIL/FUEL STABI	10264	150586 08/2015 60.86
101-3030-423.25-03	02/11/2015	UNIFORM BELT	247309	150586 08/2015 21.59
101-3030-423.28-01	02/12/2015	DRINKING WATER MAINT	113556	150586 08/2015 90.83
101-3030-423.28-01	02/13/2015	CAR WAX/POLISH	037588	150586 08/2015 39.93
101-3030-423.30-02	02/13/2015	WORKOUT EQ	084404	150586 08/2015 34.54
101-3030-423.30-02	02/13/2015	OFFICE SUPPLIES	6164	150586 08/2015 82.29
101-3030-423.30-02	02/13/2015	BATTERY JUMPER/UNIFORM SH	8289	150586 08/2015 260.72
101-1020-411.28-14	01/20/2015	BOOKS	002-4952281-614	150577 08/2015 31.66
101-1010-411.28-04	01/21/2015	COUNCIL MTG REFRESHMENTS	00031436	150577 08/2015 35.81
101-1010-411.28-04	01/21/2015	02/04/15 COUNCIL DINNER	085810	150577 08/2015 130.00
101-1010-411.28-04	01/26/2015	STATE OF THE CITY INVITAT	7040133	150577 08/2015 54.76
504-1924-419.21-04	01/27/2015	CH BULLETIN BOARDS	002-5163995-858	150577 08/2015 138.66
101-1010-411.30-02	01/31/2015	UNION TRIBUNE SUBSCRIPTIN	01-31-2015	150577 08/2015 165.49
101-1010-411.28-04	02/02/2015	STATE OF THE CITY INVITAT	7054578	150577 08/2015 19.33
101-1920-419.21-04	02/05/2015	USB VIDEO CAPTURE DEVICE	112-1582617-030	150577 08/2015 31.30
504-1924-419.21-04	02/05/2015	WALL MOUNT CLOCK	112-8982789-723	150577 08/2015 131.84
101-1010-411.28-04	02/09/2015	STATE OF THE CITY INVITAT	7067536	150577 08/2015 60.10
101-1010-411.30-02	02/10/2015	CONDIMENT ORGANIZER	002-3949013-412	150577 08/2015 43.50
504-1924-419.21-04	02/10/2015	RTN WOODEN MALLET	002-9814120-753	150577 08/2015 163.59
101-1110-412.30-01	02/10/2015	BUSINESS CARD HOLDER	101138404	150577 08/2015 44.27
504-1924-419.21-04	02/10/2015	BULLETIN BOARD SIGN HOLDR	9719910175	150577 08/2015 63.38
101-1010-411.30-02	02/11/2015	MAYORS OFC COFFEE TABLE	002-8501750-259	150577 08/2015 177.64
504-1924-419.21-04	02/11/2015	WOODEN MALLET, CH	002-9814120-753	150577 08/2015 163.59
101-1010-411.30-02	02/12/2015	CABLE	112-4861276-820	150577 08/2015 90.70
101-1010-411.30-01	02/13/2015	BINDERS	6121	150577 08/2015 67.96
101-1010-411.28-04	02/21/2015	03/18/15 COUNCIL DINNER	1315-39	150577 08/2015 75.00
101-1010-411.30-02	01/22/2015	MAYOR'S OF IB FRAMES	5991	150582 08/2015 191.08
101-1010-411.28-11	01/28/2015	PICTURE FRAME-MAYOR'S	046859	150582 08/2015 5.12
101-1010-411.28-04	01/28/2015	STATE OF THE CITY INVITAT	7045200	150582 08/2015 91.26
504-1924-419.21-04	02/02/2015	BULLETIN BOARD FABRIC	031555	150582 08/2015 81.75
502-1922-419.29-04	02/02/2015	DOCUMENT HOLDER	753550169-001	150582 08/2015 48.59
502-1922-419.29-04	02/02/2015	MONITOR RISER	753551719-001	150582 08/2015 42.11
101-1010-411.28-04	02/04/2015	02/04/15 COUNCIL DINNER	007050	150582 08/2015 80.20
101-1130-412.21-04	02/12/2015	LIVE SCAN, PACCIONE	027454	150582 08/2015 20.00
504-1924-419.21-04	02/19/2015	BULLETIN BOARD FABRIC	080025	150582 08/2015 40.88
504-1924-419.21-04	02/19/2015	DEPARTMENT CORK BOARDS	756717056-001	150582 08/2015 80.97
101-0000-209.01-03	01/27/2015	EMP COMPUTER LOAN	W488973379	08/2015 142.92
101-0000-209.01-03	01/27/2015	EMP COMPUTER LOAN	W466925074	08/2015 142.92
101-0000-209.01-03	01/27/2015	EMP COMPUTER LOAN	108-9372163-447	08/2015 647.95
101-0000-209.01-03	01/27/2015	EMP COMPUTER LOAN	4244219911	08/2015 754.92
101-3030-423.30-02	12/30/2014	MEDICAL SUPPLIES	81649689	150585 08/2015 157.34
101-1010-411.28-04	01/28/2015	BILBRAY,B SANDAG RETREAT	420313153702	150576 08/2015 226.80
101-1110-412.28-04	01/30/2015	HALL,A ICSC TRAVEL	FC6LJW	150576 08/2015 136.20

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1110-412.28-04	01/30/2015	HALL,A ICSC REGISTRATION	1137715	150576	08/2015	570.00
101-1020-411.28-12	02/03/2015	HALD,J NOTARY ASSOC MEMBE	5404963	150571	08/2015	179.00
101-1110-412.28-04	02/06/2015	HALL,A CALTRANS PRKNG FEE	052675	150576	08/2015	15.75
101-1110-412.28-04	02/13/2015	HALL/BILBRAY LUNCH MEETIN	035193	150576	08/2015	30.65
101-3020-422.30-02	02/12/2015	FD HELMET SHIELDS	E1311558	150583	08/2015	711.99
101-3020-422.30-02	02/13/2015	RYAN WAY/GARMO WAY ST SIG	0157148	150583	08/2015	281.46
101-3035-423.30-02	02/14/2015	PROTECTIVE PHONE CASE	113491998	150587	08/2015	77.75
101-1910-419.30-02	02/04/2015	ELECTRIC CORD PROTECTORS	014468/9583952	150597	08/2015	12.05
101-5020-432.28-04	02/05/2015	LEVIEN,H SANDAG MTG TRAVE	070725	150597	08/2015	1.25
101-5020-432.28-04	02/05/2015	LEVIEN,H SANDAG MTG TRAVE	083896	150597	08/2015	1.25
101-1020-411.30-01	01/28/2015	LAPEL MICROPHONE	W5225643	150572	08/2015	89.00
502-1922-419.29-04	01/22/2015	ERGONOMIC CHAIR, FOLTZ	234	150578	08/2015	842.91
502-1922-419.29-04	01/25/2015	CREDIT ERGO CHAIR SHIPPNG	7927885	150578	08/2015	244.59-
101-1010-411.28-04	01/30/2015	BRAGG, SANDAG RETREAT LOD	420323160226	150580	08/2015	226.80
101-1010-411.28-04	01/16/2015	CREDIT FOR CHG IN ERROR	611867	150581	08/2015	4.00-
101-1010-411.28-04	01/29/2015	DEDINA, LUNCH MTG	081037	150581	08/2015	44.65
101-1010-411.28-04	01/30/2015	DEDINA, ICSC CONF FLIGHT	FZQLNJ	150581	08/2015	136.20
101-1210-413.29-04	01/29/2015	CC USE CONVENIENCE FEE	052885	150589	08/2015	4.09
101-6040-454.30-02	01/28/2015	ROLLERS/ TOWELS/SAND PAPE	086991/6593820	150600	08/2015	90.95
101-1010-411.28-04	02/11/2015	REFUND BRAGG,L LODGING	611024	150580	08/2015	194.35-
101-1010-411.28-04	02/09/2015	EQUIPMENT RENTAL	0121683-4	150581	08/2015	343.50
101-1010-411.28-04	02/11/2015	DEDINA, ICSC REGISTRATION	1624920	150581	08/2015	570.00
101-6040-454.30-02	02/11/2015	STAINLESS CABLE/CLIPS	ER-14891	150600	08/2015	88.74
101-6040-454.30-02	02/11/2015	PAINT PAIL LINERS	025003/2590430	150600	08/2015	8.58
101-6040-454.30-02	02/13/2015	PLAYGROUND PARTS	INV-013693	150600	08/2015	443.43
101-6040-454.30-02	02/17/2015	PLAZA UMBRELLAS	72883	150600	08/2015	624.54
101-0000-209.01-03	01/21/2015	EMP COMPUTER LOAN	W250694926		08/2015	142.92
101-0000-211.01-02	01/29/2015	2014 SALES AND USE TAX	97834415		08/2015	178.00
101-1230-413.28-11	12/18/2014	MICROFICHE PRINTS	21776	150573	08/2015	81.00
504-1924-419.21-04	01/31/2015	CH WINDOW DISPLAY MATERIA	075761/3020494	150574	08/2015	56.56
101-1130-412.30-02	01/27/2015	SR CENTER SUPPLIES	095358	150579	08/2015	54.78
101-3020-422.30-02	01/23/2015	STATION SUPPLIES	083638	150584	08/2015	109.20
101-3020-422.30-02	01/30/2015	HAND HELD BATTERY PACKS	0073686	150584	08/2015	73.05
101-1230-413.28-11	02/10/2015	MICROFICHE PRINTS	21796	150573	08/2015	40.50
504-1924-419.21-04	02/02/2015	CH WINDOW DISPLAY SUPPLIE	034231/1044823	150574	08/2015	8.53
101-3040-424.30-02	02/03/2015	CREDIT -CHARGES IN ERROR	V8ECG46CHD2MJQV	150574	08/2015	106.92-
101-3040-424.30-02	02/03/2015	CREDIT -CHARGES IN ERROR	104-0103691-252	150574	08/2015	87.45-
101-3040-424.30-02	02/03/2015	CREDIT -CHARGES IN ERROR	104-2102847-657	150574	08/2015	5.00-
101-3040-424.30-02	02/03/2015	CREDIT -CHARGES IN ERROR	104-9988912-564	150574	08/2015	15.00-
504-1924-419.21-04	02/12/2015	CH WINDOW DISPLAY MATERIA	057481/1022106	150574	08/2015	217.21
504-1924-419.21-04	02/18/2015	CH WINDOW DISPLAY LIGHTS	086821/5040048	150574	08/2015	87.38
101-3040-424.20-06	02/11/2015	CD DECOR FISHING NETS	0377-9051-6947-	150575	08/2015	21.14
101-3040-424.20-06	02/11/2015	CD DECOR LIFE RING	1874-5991-8439-	150575	08/2015	10.59
101-3040-424.28-11	02/11/2015	COUNTY RECORDS FEES	335379120150211	150575	08/2015	10.50
101-3040-424.20-06	02/11/2015	CD WALL CLOCK	4976-6266-6441-	150575	08/2015	30.66
101-3020-422.30-02	02/13/2015	E39 HAND TOOLS	02-13-2015	150584	08/2015	67.48
101-3020-422.30-02	02/13/2015	RATCH WR SET	093003368832	150584	08/2015	86.39
101-3020-422.30-02	02/13/2015	E39 HAND TOOLS	093003368833	150584	08/2015	32.36
101-3020-422.30-02	02/13/2015	WRENCH SET	797149069	150584	08/2015	64.79
101-3020-422.30-02	02/13/2015	49 PC CRFTSMN TOOLS, E39	797149069	150584	08/2015	306.10

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
101-3020-422.30-02	02/17/2015	STATION SUPPLIES	064645	150584	08/2015	169.92	
503-1923-419.30-02	01/30/2015	SOFTWARE	VFIIPNRQ	150588	08/2015	240.00	
503-1923-419.30-22	01/30/2015	POWER SUPPLY	1-270768	150588	08/2015	7.62	
503-1923-419.30-01	01/30/2015	CHARGER DOCKING STATION	107-9123956-763	150588	08/2015	8.99	
503-1923-419.28-09	02/02/2015	PACKAGING TAPE/CONV FEE	071871	150588	08/2015	7.47	
503-1923-419.50-04	02/09/2015	ACCESS POINTS	112-0813078-030	150588	08/2015	141.88	
503-1923-419.30-02	02/12/2015	CABLES/WRENCH SET	011815	150588	08/2015	35.50	
503-1923-419.28-09	02/17/2015	FIREWALL SHIPPING	010364	150588	08/2015	142.02	
503-1923-419.30-02	02/17/2015	CABLE	107-7506419-626	150588	08/2015	15.98	
503-1923-419.30-02	02/18/2015	EXTENSION CABLES	002-5429337-703	150588	08/2015	17.72	
503-1923-419.30-02	02/18/2015	WIRE LOOM	002-5429337-703	150588	08/2015	16.99	
503-1923-419.30-01	02/18/2015	BATTERIES	107-4889298-050	150588	08/2015	22.34	
503-1923-419.30-02	02/19/2015	HARD DRIVE	4143	150588	08/2015	125.00	

DATE RANGE TOTAL * 453,298.48 *

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AGENDA ITEM NO. 2.2

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER, ANDY HALL *AH*

MEETING DATE: APRIL 1, 2015

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT, BUILDING DIVISION *AH*

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1150 AMENDING CHANGES IMPERIAL BEACH MUNICIPAL CODE CHAPTER 15.50 (FLOOD DAMAGE PREVENTION)

EXECUTIVE SUMMARY:

The Department of Water Resources (DWR) is the State Agency that oversees local jurisdictions application of Federal Floodplain Regulations. On November 25, 2014, an evaluation of Imperial Beach's Floodplain Management Ordinances and program was performed. The review found the City to be in general compliance. The report from the DWR also requested that the City update its Flood Damage Prevention Ordinance to include language specifically referencing Federal Regulations and California empowerment statutes.

RECOMMENDATION:

That the City Council waives the second reading in full and adopts Ordinance No. 2015-1150 which amends Chapter 15.50 of the Imperial Beach Municipal Code (Flood Damage Prevention) by adding specific references to Federal Regulations and California empowerment statutes.

RATIONALE:

Amending Chapter 15.50 of the Imperial Beach Municipal Code (IBMC) as requested by the California Department of Water Resources (DWR) will ensure that our City's Flood Damage Prevention regulations are in compliance with applicable Federal and State statutes.

OPTIONS:

1. Waive the second reading in full and adopt Ordinance No. 2015-1150 or
2. Do not conduct the second reading and do not adopt Ordinance No. 2015-1150, rejecting the proposed amendments to the City's Flood Damage prevention regulations.

BACKGROUND:

The DWR performs periodic reviews of all local jurisdictions' floodplain regulations and programs to ensure the provisions of Federal and State statutes are being met. On November 25, 2014, DWR staff conducted a Community Assistance Visit (CAV) in Imperial Beach and met with Imperial Beach City staff. The purpose of the CAV was to provide information about the National Flood Insurance Program (NFIP).

After the CAV, Imperial Beach was commended on behalf of the Federal Emergency Management Agency (FEMA) for implementing the NFIP. It was also determined during the CAV that the City's regulations met the provisions of the various regulatory agencies but lacked specific reference to the Code of Federal Regulations and the State empowerment statutes. In addition, DWR requested that the City adopt the definition of "special flood hazard area" from its model ordinance. To meet the recommendations of the DWR, therefore, the following minor amendments to Chapter 15.50 of the IBMC are recommended (changes are underlined):

IBMC Section 15.50.010. Findings of fact.

A. Flood hazard areas of the city of Imperial Beach are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. Flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

C. The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Imperial Beach does hereby adopt these floodplain management regulations.

IBMC Section 15.50.040. Definitions.

"Floodplain management regulations" mean Federal Emergency Management Agency (FEMA) regulations, zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

* * *

"Special flood hazard area (SFHA)" means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1 A30, AE, A99, AH, V1 V30, VE or V.

IBMC Section 15.50.060. Basis for establishing areas of special flood hazard.

The "areas of special flood hazard" identified by the Federal Emergency Management Agency (Title 44 Code of Federal regulations, Section 59.22(a)(2)), or the Federal Insurance Administration in a scientific and engineering report entitled "Flood Insurance Study for City of Imperial Beach" dated May 16, 2012, and accompanying Flood Insurance Rate Maps dated July 2, 2002 and June 19, 1997 and all subsequent amendments and revisions, are hereby adopted by reference and declared to be a part of this ordinance. This Flood Insurance Study is on file in the community development department at the city of Imperial Beach.

The first reading of Ordinance No. 2015-1150 took place at the March 18, 2015 City Council meeting.

ANALYSIS:

These proposed changes to Chapter 15.50 of the IBMC specify FEMA's delegation of the regulation and enforcement provisions of FEMA Floodplain regulations defined in the Code of Federal Regulations, Title 44 Section 59.22(a)(2), to the City of Imperial Beach and clarify specific definitions in the City's floodplain ordinance. These changes will not impact the current program of enforcement or cause any staffing changes. As requested by the DWR, these proposed amendments to Chapter 15.50 of the IBMC were reviewed and accepted by the DWR.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None.

Attachments:

1. Letter from DWR dated January 14, 2015
2. FEMA Community Visit Report
3. Draft Ordinance No. 2015-1150

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION OFFICE
770 FAIRMONT AVENUE, SUITE 102
GLENDALE, CA 91203-1035



JAN 14 2015

Honorable Jim Janney
Mayor of the City of Imperial Beach
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, California 91932

Dear Mayor Janney:

Thank you for the cooperation and courtesy extended to Salomon Miranda of my staff during our Community Assistance Visit (CAV) in your community on Tuesday, November 25, 2014. I hope the meeting was useful and informative for your community's floodplain management staff.

The purpose of the CAV is to provide information about the National Flood Insurance Program (NFIP). On behalf of the Federal Emergency Management Agency (FEMA), I commend your staff for its conscientious efforts in implementing the NFIP. Continued enforcement of the NFIP regulations will ensure your community's good standing in the NFIP and guarantee availability of flood insurance coverage for residences that are in flood hazard areas. A copy of the Department's CAV Report for the City of Imperial Beach is enclosed for your review and action.

Our CAV did reveal a specific action that needs to be taken to bring your community's floodplain management program into compliance with NFIP requirements. We request that your community take the following action:

Update the City's floodplain management ordinance to meet the minimum NFIP requirements pursuant to Title 44, Code of Federal Regulations, Sections 59, 60.3-60.6, and 65.3. However, before the amendments to the City's ordinance are adopted, please provide our office with a draft for review and comment within 60 days of the date of this letter.

If you have questions concerning this letter, the enclosed report, or any aspect of the NFIP, please contact Salomon Miranda of my staff at (818) 500-1645, extension 245 or at salomon@water.ca.gov. I can be reached at (818) 500-1645, extension 222.

Sincerely,

Signature on file

for Mark Stuart, Chief
Southern Region

Enclosures

cc + enclosures: Mr. Jack Holden, Building Official
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, California 91932

Mr. Greg Wade, Community Development Director
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, California 91932

FEDERAL EMERGENCY MANAGEMENT AGENCY			
COMMUNITY VISIT REPORT			
SECTION I			
1. NAME OF COMMUNITY City of Imperial Beach	2. STATE California	3. COMMUNITY ID NUMBER 060291	4. COUNTY San Diego
5. VISIT CONDUCTED BY Salomon Miranda		6. AGENCY California Department of Water Resources	7. DATE OF VISIT November 25, 2014
SECTION II			
8. NAME OF LOCAL OFFICIAL Greg Wade, Community Development Director			9. TELEPHONE NUMBER (619) 628-1356
10. ADDRESS OF LOCAL OFFICIAL 825 Imperial Beach Boulevard, Imperial Beach, California 91932			
SECTION III - FINDINGS			
PART A			
QUESTIONS - Select appropriate response	RESPONSE		
	Serious	Minor	None
1. Are there problems with the community's floodplain management regulations?		X	
2. Are there problems with the community's administrative/enforcement procedures?			X
3. Are there any engineering or other problems with the maps or Flood Insurance Study?			X
4. Are there any other problems in the community's floodplain management program?			X
5. Are there problems with the Biennial Report data?	___ YES <u> X </u> NO		
6. Are there any programmatic issues or problems identified?	___ YES <u> X </u> NO		
7. Are there any potential violations of the community's floodplain management regulations?			
___ A potential violation or violations has/have been identified.			
<u> X </u> No violations have been identified.			
___ Actions are being taken on the part of the community to remedy the violation(s) identified during the CAV.			

**NATIONAL FLOOD INSURANCE PROGRAM
COMMUNITY ASSISTANCE VISIT**

*City of Imperial Beach, California
November 25, 2014*

SECTION III – FINDINGS (Continued)

PART B – NARRATIVE

The National Flood Insurance Program (NFIP) is based on an agreement between the federal government and participating communities that have been identified as flood prone. The Federal Emergency Management Agency (FEMA), through the Federal Insurance Administration, makes flood insurance available to the residents of a participating community, provided the community adopts and enforces adequate floodplain management regulations that meet the minimum NFIP requirements. Currently, 22,046 of the nation's 24,112 cities, towns, counties, and boroughs are members of the NFIP.

A Community Assistance Visit (CAV) is a scheduled visit to a NFIP community to maintain periodic contact, evaluate the effectiveness of local floodplain management practices, and offer assistance, if needed.

This report describes the findings of the November 25, 2014, CAV for the community of Imperial Beach and asks for corrective actions where deficiencies were identified. Once these deficiencies are corrected, it will enable your community to comply with the NFIP requirements as specified in *Title 44, Code of Federal Regulations*.

BACKGROUND

The City of Imperial Beach is located in San Diego County, approximately thirteen miles south of the City of San Diego and about five miles north of the City of Tijuana, Mexico. Incorporated on July 18, 1956, the City of Imperial Beach covers 4.5 square miles and, according to the 2010 United States Census, has a population of 26,324 residents.

Imperial Beach enjoys a pleasant Mediterranean climate with warm summers and mild winters. In the summer, high temperatures range from 70 to 75 degrees Fahrenheit. During the winter, temperatures range from 45 to 65 degrees Fahrenheit. Most of the precipitation occurs in the winter and spring and in the form of rain. Average annual rainfall for the city is about 10 inches.

Imperial Beach, bounded by the Otay River to the north, the Tijuana River to the south, and by the Pacific Ocean to the west, has suffered significant flooding in the past. The city's largest flood problem is the Tijuana River. The 1916 flood, which claimed four lives, was the largest ever recorded in its basin and had an estimated flow of 75,000 cubic-feet-per-second (cfs). The most recent flood occurred in February 1980, with a discharge of 33,500 cfs, corresponding to a 25-year event.

Floodflows from the Otay River are no longer free to follow their natural course to the bay because of extensive diking and channelization within the salt evaporation ponds located just north of the city. This channelization has minimized the flood risk from the Otay River.

Imperial Beach is vulnerable to tsunamis and high tides from the Pacific Ocean. To minimize the risk of coastal flooding, the city works with the California Coastal Commission to approve permits for new development in the city's flood hazard coastal zone. In addition, the city participates in the San Diego County's Sea Level Rise study to assess its vulnerability and potential adaptation strategies.

The City of Imperial Beach joined the NFIP on June 1, 1978. According to the Flood Insurance Rate Maps (FIRM), effective June 19, 1997, and May 16, 2012, the City of Imperial Beach has AE (with floodways) and VE (coastal flooding with wave action) flood designation zones. There are 198 insurance policies in force in the community that carry a total value of \$55.2 million in coverage with an annual premium of \$123,923. Since its incorporation, the amount of \$205,128 has been paid towards thirty-four reported losses in the community.

Staff from the Department of Water Resources (DWR) performed the previous Community Assistance Visit on August 4, 2009. The CAV revealed that the City needed to update its floodplain management ordinance in order to meet the minimum NFIP requirements. On November 16, 2009, the City transmitted to DWR a draft copy of its floodplain management ordinance for review and comment. The City adopted the new ordinance on February 17, 2010.

SUPPORT COMMENTS FOR SECTION III – PART A

1. Community's Floodplain Management Regulations

The Floodplain Management Ordinance is found in Chapter 15.50 of the City of Imperial Beach's Municipal Code. After the recent CAV meeting, DWR staff reviewed the ordinance and determined that there is a need for an update to meet the minimum NFIP requirements pursuant to the *Title 44, Code of Federal Regulations, Sections 59, 60.3-60.6, and 65.3 (CFR)*.

To assist the community in updating its floodplain management regulations, DWR provided an electronic copy of the current *California Model Floodplain Management Ordinance*, to the community for reference.

DWR staff request the following updates to the community's floodplain management regulations:

1. Insert citation of Statutory Authorization;
Title 44 Code of Federal Regulations, Section 59.22(a)(2)
[CA Model Ordinance, Section 1.1]
2. Insert the following definitions:
Title 44 Code of Federal Regulations, Section 59.22(1)
[CA Model Ordinance, Section 2.0]
 - Special Flood Hazard Area

2. Community's Administration/Enforcement Procedures

The Director of Community Development is designated as the Floodplain Administrator pursuant to City's Municipal Code, Section 15.50.110.

The Planning and Building Divisions are in charge of reviewing building permit applications. The Building Official determines if the proposed developments lie within a Special Flood Hazard Area (SFHA) and reviews building plans to ensure compliance with the City's floodplain regulations. City staff has incorporated computer mapping tools to better identify proposed projects within the SFHA.

According to City's Ordinance Section 15.50.160.3, the as-built lowest floor elevation in the SFHA is required to be at or above the Base Flood Elevation (BFE) for all new residential and non-residential structures and for all substantial improvements. Non-residential structures can also be flood-proofed to or above the BFE as long as a certification by a registered professional engineer or architect is obtained to demonstrate that the structure is watertight with walls substantially impermeable to water. In areas of shallow flooding (water depth between 1 to 3 feet), the as-built lowest floor elevation is required to be at or above the BFE and two feet above the highest adjacent grade if no depth is specified. All building permits issued in the SFHA are kept in the Building Division.

According to City staff, the community is ninety-five percent built-out and there is little pressure to develop in the SFHA. In the last twelve months there hasn't been any building permits issued in the SFHA for new or substantially improved structures.

3. Engineering or Other Problems with the Maps or Flood Insurance Study

None

4. Other Problems in the Community's Floodplain Management Program

None

5. Problems with the Biennial Report Data

None

6. Programmatic Issues or Problems Identified

None

7. Potential Violations Identified or Suspected of the Community's Floodplain Management Regulations

None

OTHER COMMENTS AND INFORMATION

1. Flood Mitigation Projects, Issues, or Concerns

None

2. Executive Order 11988 Floodplain Management

None

3. Community Action Needed

The community must submit to DWR, **within sixty (60) days** of the date of this report, the following:

A copy of a draft ordinance that amends the City's current floodplain management regulations, as identified in Part A-1 of this report.

4. DWR Follow-up Needed

Review and comment on the draft ordinance.

5. Field Inspection

DWR staff conducted the field inspection prior to the CAV meeting and concluded that there were no construction violations within the community's SFHA.

6. CAV Meeting Attendee List

1. Jack Holden, Building Official, City of Imperial Beach
2. Salomon Miranda, Engineer W.R., Department of Water Resources

SECTION IV

COMPLETED BY THE FEMA REGIONAL OFFICE

Date CAV Closed _____ Initials _____

Salomon Miranda, California Department of Water Resources, Southern Region

ORDINANCE NO. 2015 - 1150

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING SECTIONS 15.50.010, 15.50.040 & 15.50.060 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO FLOODPLAIN MANAGEMENT REGULATIONS

WHEREAS, the City of Imperial Beach ("City") has adopted floodplain management regulations in Chapter 15.50 of the Imperial Beach Municipal Code; and

WHEREAS, on November 25, 2014, an evaluation of Imperial Beach's Floodplain Management Ordinances and program was performed by the California Department of Water Resources ("DWR"), and the review found the City to be in general compliance; and

WHEREAS, the report from the DWR requested that the City update its Flood Damage Prevention Ordinance to include language specifically referencing Federal Regulations and California empowerment statutes and to modify certain definitions; and

WHEREAS, the City Council accepts the proposed modifications to its Floodplain Management Ordinances.

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

Section 1: Section 15.50.010 of the Imperial Beach Municipal Code is hereby amended to read as follows:

A. Flood hazard areas of the city of Imperial Beach are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. Flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are inadequately flood proofed, elevated or otherwise protected from flood damage also contribute to the flood loss.

C. The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Imperial Beach does hereby adopt these floodplain management regulations.

Section 2: The definition of "Floodplain management regulations" in Section 15.50.040 of the Imperial Beach Municipal Code is hereby amended to read as follows:

"Floodplain management regulations" mean Federal Emergency Management Agency (FEMA) regulations, zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Section 3: The definition of "Special flood hazard area (SFHA)" is hereby added to Section 15.50.040 of the Imperial Beach Municipal Code to read as follows:

"Special flood hazard area (SFHA)" means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1 A30, AE, A99, AH, V1 V30, VE or V.

Section 4: Section 15.50.060 of the Imperial Beach Municipal Code is hereby amended to read as follows:

The "areas of special flood hazard" identified by the Federal Emergency Management Agency (Title 44 Code of Federal regulations, Section 59.22(a)(2)), or the Federal Insurance Administration in a scientific and engineering report entitled "Flood Insurance Study for City of Imperial Beach" dated May 16, 2012, and accompanying Flood Insurance Rate Maps dated July 2, 2002 and June 19, 1997 and all subsequent amendments and revisions, are hereby adopted by reference and declared to be a part of this ordinance. This Flood Insurance Study is on file in the community development department at the city of Imperial Beach.

Section 5: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 6: The City Clerk is directed to prepare and have published a summary of this Ordinance no less than five days prior to the consideration of its adoption and again within fifteen (15) days following adoption indicating votes cast.

EFFECTIVE DATE: This Ordinance shall be effective thirty (30) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 18th day of March 2015;

THEREAFTER ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 1st day of April 2015, by the following vote:

AYES:
NAYS:
ABSENT:

Serge Dedina, Mayor

ATTEST:

Jacqueline Hald, City Clerk

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2015 - 1150, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA AMENDING SECTIONS 15.50.010, 15.50.040 & 15.50.060 OF THE IMPERIAL BEACH MUNICIPAL CODE RELATED TO FLOODPLAIN MANAGEMENT REGULATIONS"

JACQUELINE HALD, CITY CLERK

DATE _____



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 1, 2015
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: ATP GRANT "ELM AVENUE TRAFFIC, PEDESTRIAN AND CYCLING SAFETY AND MOBILITY IMPROVEMENTS PROJECT" EXECUTION OFFICIAL

EXECUTIVE SUMMARY:

Adoption of Resolution No. 2015-7562 identifies to Department of Transportation, State of California (DOT), the City official authorized to execute the Program Supplement Agreement for ATP Grant "Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project." In Resolution No. 2014-7532 executed December 3, 2014, City Council accepted the ATP grant for Elm Avenue Improvements for \$709,000 and appropriated \$750,000 TRANSNET funds to complete the project as proposed. Subsequent correspondence from DOT required that the City sign a Program Supplement Agreement to the City's Agency-State Master Agreement. That Program Supplement Agreement was to be accompanied by a City resolution clearly identifying the project and the official authorized to execute the Program Supplement Agreement. Resolution No. 2014-7532 did not identify the official authorized to execute the Program Supplement Agreement.

RECOMMENDATION:

Adopt Resolution No. 2015-7562 authorizing the Public Works Director, Hank Levien, to be the City official to execute the Program Supplement Agreement for the "Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project" for the ATP grant of \$709,000.

RATIONALE:

In the previous Resolution No. 2014-7532, City Council accepted the grant and appropriated additional funds to complete the design and construction of the "Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project." Adoption of the attached resolution will meet the conditions imposed by DOT upon the acceptance of the grant.

OPTIONS:

- Receive and file the report.
- Adopt Resolution No. 2015-7562

BACKGROUND:

In July 2013, City Council authorized staff to engage the Elm Avenue area residents and school officials in a discussion about potential improvements in this area coincident with repaving of the street. Significant feedback and discussion led to a consensus with those persons in attendance regarding the parameters for improvements on Elm Avenue. Following the neighborhood meetings, staff propose that the City seek grant funding that could contribute to the payment for these safety and mobility improvements. In April 2014, Council authorized staff to proceed with an ATP grant application for the purpose of improving traffic, pedestrian and cycling and mobility adjacent to the residents and schools in the area. The CIP Two-Year implementation plan appropriated \$40,000 from Gas Tax to complete the pre-engineering drawings for Elm Avenue (4th to 7th Streets). On March 5, 2014, City Council adopted Resolution No. 2014-7456 approving Elm Avenue (Seacoast Drive to 7th Street) street rehabilitation funding through TRANSNET.

In a CALTRANS letter dated September 27, 2014, City was officially notified that an ATP grant had been awarded to the City for the Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements for \$709,000 with the City contributing \$750,000 TRANSNET program funds for the reconstruction of Elm Avenue (Seacoast to 7th Street).

ANALYSIS:

With the Grant award and the TRANSNET allocation, the City has \$1,459,000 available for the rehabilitation of Elm Avenue (Seacoast Drive to 7th Street) plus the traffic, pedestrian and cycling safety and motility improvements between 4th and 7th Streets). The City consultant engineer estimates these funds will be sufficient to complete the design and construction of these improvements.

ENVIRONMENTAL DETERMINATION:

Project is exempt from CEQA pursuant to CEQA Guidelines Section 15302(c): Replace or Reconstruction of Existing Utility Systems and Facilities.

FISCAL IMPACT:

REVENUE:

Gas Tax (Resolution No. 2014-7451)	\$ 40,000
ATP Grant	\$ 709,000
TRANSNET	\$ 750,000
Total Revenue	\$1,499,000

Expenditures/Encumbrances:

Preliminary Engineering and ATP Grant Submission	\$ 36,040
Consultant Engineer Plans, Specifications & Estimate	\$ 220,000
Consultant Project Management Services	\$ 80,000
City Staff Project Management	\$ 10,000
Construction Estimate	\$1,152,960
Total Expenses/Encumbrances	\$1,499,000

Attachments:

1. Resolution No. 2015-7562

RESOLUTION NO. 2015-7562

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DESIGNATING THE "ELM AVENUE TRAFFIC, PEDESTRIAN AND CYCLING SAFETY AND MOBILITY IMPROVEMENTS PROJECT" EXECUTION OFFICIAL

WHEREAS, the City of Imperial Beach has been awarded an Active Transportation Program (ATP) grant for the Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project; and

WHEREAS, Department of Transportation, State of California (DOT), requires that the City official authorized to execute the Program Supplement Agreement for ATP Grant "Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project" be identified by name and position; and

WHEREAS, the resolution identifying the City official authorized to execute the Program Supplement Agreement for the ATP Grant "Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project" must accompany the signed Program Supplement Agreement; and

WHEREAS, the Public Works Director, Hank Levien, is designated as the City official to sign the Program Supplement Agreement for the ATP Grant "Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project".

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 designates the Public Works Director, Hank Levien, as the City official authorized to sign the Program Supplement Agreement for the ATP Grant "Elm Avenue Traffic, Pedestrian and Cycling Safety and Mobility Improvements Project".
3. This legislative body approves providing a fully executed copy of this resolution with the signed and returned Program Supplement Agreement to DOT.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 1st day of April 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 1, 2015
ORIGINATING DEPT.: CITY MANAGER/COMMUNITY DEVELOPMENT *SN*
SUBJECT: CONSIDERATION OF RESOLUTION NO. 2015-7563 AUTHORIZING THE CITY MANAGER TO EXECUTE AN IMPLEMENTATION AGREEMENT OF THE OWNER PARTICIPATION AGREEMENT BETWEEN THE CITY OF IMPERIAL BEACH AND BIKEWAY VILLAGE, LLC FOR THE DEVELOPMENT OF THE BIKEWAY VILLAGE PROJECT LOCATED AT 535 FLORENCE STREET AND 536 13TH STREET

EXECUTIVE SUMMARY:

Staff is seeking City Council approval of Resolution No. 2015-7563 authorizing the City Manager to execute an Implementation Agreement to the Owner Participation Agreement (the "OPA") between the City of Imperial Beach and Bikeway Village, LLC for development of the Bikeway Village project (the "Project"). The OPA was approved by the City Council on January 26, 2012, and, among other provisions, allocated a total of up to \$1,974,700 of 2010 Tax Allocation Bond Proceeds ("Bond Proceeds") to the Project. Since that time, the City's subsequent approvals including a Site Plan Review, Mitigated Negative Declaration, a rezone and General Plan and Local Coastal Program Amendment, and a State Coastal Development Permit, have been processed through the Coastal Commission. Additionally, the Project, combined with a southern bikeway extension project, was recently awarded an Active Transportation Program Grant of \$1.8 million by SANDAG which will effectively reduce the amount of Bond Proceeds needed for the Project by approximately \$1.1 million.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2015-7563 authorizing the City Manager to execute an Implementation Agreement to the approved Owner Participation Agreement (OPA) between the City of Imperial Beach (the "City") and Bikeway Village, LLC (the "Developer") for development of the Bikeway Village project (the "Project").

RATIONALE:

Approval of this Implementation Agreement to the OPA for the Project will allow for the use of 2010 Tax Allocation Bond Proceeds ("Bond Proceeds") to be used for their intended purpose as specified in the applicable bond covenants. Additionally, with the approval by SANDAG of an Active Transportation Program Grant award of \$1.8 million for the project, the original allocation of up to \$1,974,700 of Bond Proceeds for the Project has been reduced to \$855,000, thereby

making approximately \$1.1 million of Bond Proceeds available for other projects as provided for under the bond covenants.

OPTIONS:

In considering the recommended action, the City Council has the following options:

1. Approve staff's recommendation and adopt Resolution No. 2015-7563;
2. Modify the amount of Bond Proceeds allocated to the Project;
3. Modify conditions in the Implementation Agreement under which City's Bond Proceeds are provided;
4. Continue the item and request additional information from City staff and/or the Developer; or
5. Deny approval of Resolution No. 2015-7563.

BACKGROUND:

On January 26, 2012, the City Council adopted Resolution No. 2012-7140 approving and authorizing the City Manager to enter into an OPA between the City and the Developer for the development of the Project at the northern terminus of 13th Street and Florence Street (Project Site). Also on January 26, 2012, the City Council adopted Resolution No. 2012-7145 authorizing the City Manager to enter into a Purchase and Sale Agreement with the San Diego County Regional Airport Authority (the "Authority") to purchase a piece of Authority-owned property immediately north of the Project site to facilitate development of the Project. Among other provisions, the OPA allocated up to \$1.8 million of Bond Proceeds to the project for the potential acquisition of the property to the north of the warehouse structures (formerly owned by the Airport Authority) and other real property interests and another \$174,700 for off-site public improvements. Shortly after approval of both the OPA and the PSA, the Project Developer independently negotiated and acquired the Authority-owned property for inclusion into the Project Site.

On May 2, 2012, the City Council conducted the first reading of Ordinance No. 2012-1127 approving and adopting a new Commercial/Recreation-Ecotourism (C/R-ET) zoning designation for the project site and also approved a Site Plan Review application, a General Plan and Local Coastal Program (LCP) Amendment and a Mitigated Negative Declaration (MND) for the Project. On May 16, 2012, the City Council conducted the second reading and adoption of Ordinance No. 2012-1127. These actions and amendments were then submitted to the California Coastal Commission for certification and approval.

On March 7, 2013, the Coastal Commission certified the LCP and General Plan/Land Use Plan (LUP) Amendment but recommended modification to the proposed Implementation Plan (Zoning) Amendment regarding the types of structures that would be allowed to respond to the potential for sea level rise. On April 16, 2013, the City Council approved the modifications proposed by the Coastal Commission and on February 15, 2014, the Coastal Commission approved the LCP, LUP and Implementation Plan Amendments.

Because the project site is located in the original state jurisdiction area of the coastal zone as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map, the coastal development permit (CDP) application had to be filed directly with and considered by the California Coastal Commission. On June 12, 2013, the Coastal Commission approved Coastal Development Permit (CDP) No. 6-13-22 for the Project.

The Project proposes an adaptive reuse of two existing commercial warehouse structures into a variety of retail, commercial, recreational, visitor-serving, and personal service uses at the northern terminus of 13th Street adjacent to the City's 13th Street access point to the Bayshore Bikeway. The Project will also provide significant public benefit including a large patio area and overlook or "pier" structure open to the public and adjacent to the Bayshore Bikeway and overlooking the San Diego Bay Wildlife Refuge, bicycle parking, public restrooms, public rest areas, improved Class I and Class II Bike Paths, enhanced Bayshore Bikeway access, and additional public parking (Project Improvements). The project applicant has also proposed the development of a hostel in the western building which could potentially provide lower-cost visitor accommodations along this important local and regional bikeway facility.

ANALYSIS:

Active Transportation Program Grant

On April 16, 2014, the City Council authorized the submittal of an application to the California State Department of Transportation (Caltrans) for a 2014 Active Transportation Program (ATP) Grant for the Bikeway Village Bayshore Bikeway Access Enhancement Project. On May 21, 2014, the application was submitted in order to provide financial support for the Project. Additionally, the scope of the ATP Grant application was expanded to incorporate a Class II Bike Path within 13th Street from the Naval Outlying Landing Field (NOLF) to the Bayshore Bikeway.

The State ATP was essentially divided into two sections – a statewide competition and a local Metropolitan Planning Organization (MPO) competition. Although this Project was not selected in the statewide competition, staff also completed the MPO (SANDAG) application process and the Project was subsequently recommended for full funding in the local MPO competition. On September 26, 2014, the SANDAG Board of Directors approved the recommended funding for the Project and forwarded that approval to the California Transportation Commission (CTC) for their approval. At that time, SANDAG and State staff began discussing the possibility of exchanging the State ATP funds for Regional TransNet Program Funds. City staff provided its support of this funding exchange in order to expedite and simplify the grant funding process for the Project. On November 21, 2014, the SANDAG Board of Directors approved both the Project funding and the exchange of funds to local TransNet Funds to be administered by SANDAG. On December 10, 2014, the CTC also approved the Projects for funding and the exchange of funds.

It should be noted that, pursuant to the ATP Grant application, the \$1.8 million of approved TransNet grant funds will be allocated to both the Bikeway Village Project and the 13th Street Class II Bike Paths south of the Project Site to NOLF as these two projects (Grant Projects) were combined for the purposes of the ATP Grant Application and to improve the chances for a grant award. In the Grant Application, City staff identified a local match of \$855,000 to be provided from Bond Proceeds. It has been estimated that the 13th Street Class II Bike Paths south of the Bikeway Village Project will require \$420,000 of the awarded grant funds, with

\$1,380,000 allocated to the Bikeway Village Project. The local match of \$855,000 of Bond Proceeds will be contributed to the Bikeway Village Project.

SANDAG staff is currently preparing the Grant Agreement for the provision of the Grant Funds with the expectation that the Notice to Proceed for the Grant Project will occur in mid- to late-April.

Owner Participation Agreement (OPA)

As noted above, the current OPA was approved by the City Council on January 26, 2012 and executed on January 31, 2012. In addition to the on-site improvements which will consist of the adaptive reuse of two commercial warehouse structures for commercial/retail use, the OPA called for the Project to provide significant public benefit with the enhancement of bicycle and pedestrian access to the Bayshore Bikeway, 13th Street right-of-way pedestrian and Bike Path improvements, bicycle parking, public parking, and a large patio and "pier" structure on the property formerly owned by the Authority overlooking San Diego Bay. This desirable element of the Project will be open to the public. The Project will also include the undergrounding of overhead utilities surrounding the site.

As also noted above, the approved OPA allocated up to \$1.8 million of Bond Proceeds for property acquisition and other real property considerations and \$174,700 for off-site public improvements as follows:

- City acquires Airport Property (offer \$375,000)
- City either leases or deeds property to Developer
- City acquires land under eastern warehouse building and leases back to Developer (price to be determined)
- City provides \$174,700 for public improvements

With the Developer's acquisition of the Authority property and the awarding of ATP Grant Funds for the Project, the proposed funding allocations of the OPA are proposed to be revised. It should also be noted that it had always been staff's intention that an Implementation Agreement to the OPA would eventually be prepared and presented to the City Council in order to more specifically define and detail the City's financial contribution to the Project.

Implementation Agreement

Attached for consideration of the City Council, therefore, is the proposed Implementation Agreement to the OPA for the Bikeway Village Project. The Implementation Agreement provides for the allocation of Bond Proceeds to the Project in the amount of \$855,000 to be used as a local match for \$1,800,000 of ATP Grant funds (TransNet Program Funds) awarded to the Project. Approximately \$420,000 of Grant Funds will be allocated to the portion of the Grant Project within 13th Street south of the Project site to NOLF. The Implementation Agreement also provides for the manner in which both the Bond Proceeds and the Grant Funds will be disbursed to the Developer during construction of the Project. It should be noted, however, that disbursement of the Grant Funds will also be subject to the provisions of the Grant Agreement that will be executed between SANDAG and the City. The total amount of funding allocated to the Project pursuant to the Implementation Agreement will not exceed \$2,235,000.

The Implementation Agreement provides for the following:

- The contribution of \$855,000 of Bond Proceeds from the City towards the Project.
- The allocation of \$1,380,000 of ATP Grant (TransNet Program) Funds towards the Project (subject to the disbursement requirements of the Grant Agreement).
- Disbursement of both the Bond Proceeds and the Grant Funds will be provided periodically throughout construction of the Project.
- Disbursement of the Bond Proceeds shall be made according to an approved Disbursement Agreement included as Attachment 9 to the Implementation Agreement and will be made incrementally for actual costs incurred during construction of the Project.
- A percentage of the Bond Proceeds shall be retained until the following conditions precedent to disbursement are met:
 - All Eastern, Western and Bikeway Parcel Improvements, as well as all Off-Site Public Improvements are complete;
 - Developer provides to the City a written certification and verification that all costs actually expended by Developer for the completion of all Project Improvements have been paid in full; and
 - The Project Improvements are completed to the City's satisfaction.
- Grant Funds will be reimbursed pursuant to the executed Grant Agreement between the City and SANDAG and the approved Project Budget for allowable costs and SANDAG will retain ten percent (10%) of the Grant Funds from the amounts invoiced until satisfactory completion of work.
- SANDAG shall promptly pay retention amounts following satisfactory completion of work, receipt of final invoice, and all required documentation.

The Bond Proceeds and Grant Funds (the "Project Funds") are proposed to be provided to the Developer in consideration for the Developer purchasing the property previously owned by the Airport Authority, making off-site improvements to immediately surrounding areas along Florence Street, Cypress Street and 13th Street, construction of access pathways to the Bayshore Bikeway, ramps, bicycle rest areas and bicycle parking, walkways between and around the existing buildings ("West Building" and "East Building"), and construction of a patio area, an overlook structure and public restrooms within the East Building. The Project Funds will be paid as reimbursement of construction costs for the above-described public improvements as well as in consideration for Developer's transfer of a perpetual access easement over the bikeway access pathways and ramps, bicycle rest areas and bicycle parking and walkways between and around the West and East Buildings. The Developer will also transfer an easement for the useful life for the patio area, overlook structure and public restrooms in the East Building. In addition, the Developer will be required to execute open space easements for certain areas of the Project (Area 6 on the Exhibit below) that will remain undeveloped and in a natural state other than certain planting and/or maintenance of native vegetation. Pursuant to Special Condition #1 of the Coastal

Commission's CDP No. 6-13-22, the northeastern-most portion of Area 6 will also be placed under an open space deed restriction in order to ensure that this area is protected in perpetuity as a buffer area between sensitive habitat and the Project.

The City's expenditure of Project Funds on the Project is in further consideration of the following:

- i. The construction by the Developer of all improvements to the Site as described in above and in the Project Description, as well as necessary off-site improvements in accordance with all the terms and conditions of the OPA;
- ii. Developer's obtaining any and all permits and land use approvals for development required by the City or any other public agency, including but not limited to the California Coastal Commission;
- iii. Developer's conveyance to the City of public easements for the purpose of public access to and use of certain Site improvements constructed by Developer as described above and below and in the Grants of Public Easement (Exhibit 6A-D) and Developer's execution of any and all documents required to convey these easements; and
- iv. Developer's maintenance and operation of the Project in accordance with this OPA, the Agreement Affecting Real Property (Exhibit 7), and the Maintenance Agreement (Exhibit 8).

In consideration for the contribution of Bond Proceeds provided by the City to the Developer, the Project will provide significant public including the following public easements over portions of the areas shown below:

Public Easement Grants

Public Access:

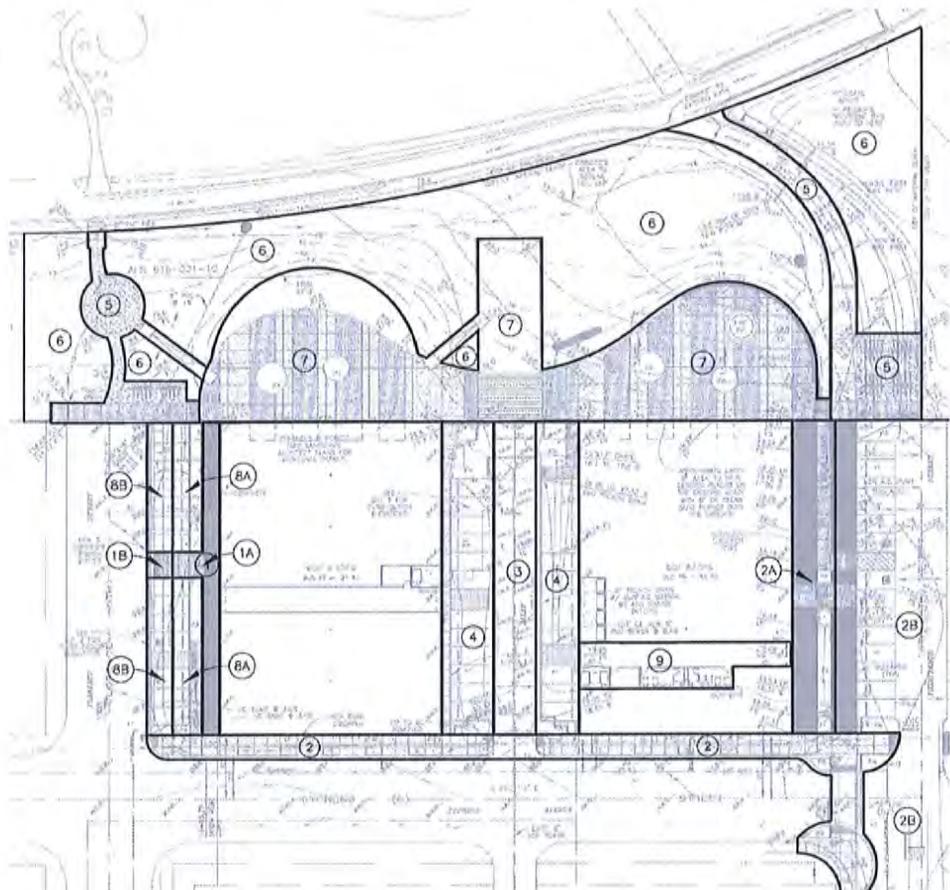
- Area 1A
- Area 2A
- Area 4
- Area 5
- Area 8-A

Open Space:

- Area 6

Structure Access:

- Area 7
- Area 9
(Restrooms)



Additional public benefit will be provided by the Developer by construction of the following public improvements which will be funded by the Project Funds:

- Enhancement of bicycle and pedestrian access to the Bayshore Bikeway from 13th and Florence streets including a new Class I Bike Lane "Boardwalk" immediately adjacent to the Eastern Warehouse on 13th Street;
- Bicycle parking at the north end of 13th and Florence streets adjacent to the patio/overlook area;
- Enhanced and additional public vehicle parking on 13th Street;
- A new pedestrian sidewalk on the east side of 13th Street between Calla and Cypress avenues;
- A Class II Bicycle Facility within 13th Street between Cypress Avenue and Calla Avenue;
- A bicyclist rest area at the north end of the west ramp;
- Off-Site Public Improvements to 13th Street, Florence Street, and Cypress Avenue including additional on-street public parking, new curbs, gutters, and sidewalks, street trees, street lighting, landscaping, an enhanced intersection and crosswalks at 13th Street and Cypress Avenue, Class II Bike Lanes in 13th Street between Cypress and Calla avenues, and
- Undergrounding of overhead utilities surrounding the site.

In addition to the public off-site improvements described above, the project will provide significant improvements to the existing commercial warehouse structures including exterior and interior renovation, in preparation for future tenant improvements for ultimate visitor- and community-serving commercial/retail use. Potential tenants of the Project include a restaurant, café, bike shop, health club, yoga studio and a hostel.

As an additional part of the Grant Project, a Class II Bicycle Facility will be constructed within 13th Street from the Naval Outlying Landing Field (NOLF) at Iris Avenue to Calla Avenue. Approximately \$420,000 of the Grant Funds will be used for this portion of the Grant Project. It is anticipated that construction of the Bikeway Village Project, not including tenant improvements, will take approximately six (6) months from commencement of construction.

Developer Contribution & Project Budget

The City and its economic consultant, Keyser Marston Associates, Inc. (KMA) have evaluated the project budget and the sources and uses of fund for the Project which are:

Developer Equity	\$2,738,818
(may increase or decrease depending upon the actual cost of the Project)	
City Project Funds (up to a maximum of)	\$2,235,000
(consisting of Bond Proceeds and Grant Funds)	
TOTAL	\$4,973,818

Pursuant to the Method of Financing of the Implementation Agreement, the Developer will be responsible for providing all funds which may be needed to pay for cost overruns and contingencies not otherwise covered by the above-listed funding.

Based upon a detailed construction cost estimate provided by the Developer, the following is the proposed Project Budget which is also included as Exhibit 2 of the Implementation Agreement:

	<u>Totals</u>
I. Direct Costs	
On/Off-Site Improvements	\$2,514,085
Building Rehabilitation	\$1,479,919
Tenant Improvements	\$0
Contingency	<u>\$199,700</u>
Subtotal Direct Costs	\$4,193,704
II. Indirect Costs	
Architecture & Engineering (1)	\$308,000
Permits & Fees (2)	\$233,000
Legal & Accounting	\$15,000
Taxes & Insurance	\$25,768
Developer Fee	\$119,820
Marketing/Lease-Up	\$0
Contingency	<u>\$0</u>
Subtotal Indirect Costs	\$701,588
III. Financing Costs	
Loan Fees	\$4,676
Interest During Construction	<u>\$73,850</u>
Subtotal Financing Costs	\$78,526
IV. Total Development Costs excl. A	\$4,973,818

Economic Development Subsidy Report (AB 562)

Pursuant to the adoption of Assembly Bill (AB) 562, as of January 1, 2014, any economic development subsidy provided by a local agency is required to provide specified information to the public before approving an economic development subsidy within its jurisdiction, and to review, hold hearings, and report on those subsidies at specified intervals. The attached

Economic Development Subsidy Report was prepared by KMA in accordance with Section 53083 of the California Government Code (enacted by AB 562) in order to inform the City Council and the public of the proposed economic development subsidy provided by the City to the Developer as described both above and in the Implementation Agreement. As discussed above, the proposed subsidy includes Grant (TransNet Program) Funds in the amount of \$1,380,000 to be awarded by SANDAG to the Project in addition to the City's Bond Proceeds of \$855,000. Additionally, this public hearing, which was duly noticed in the City's adjudicated newspaper for two consecutive weeks prior to the hearing, will further satisfy the reporting requirements enacted by AB 562.

Economic Benefits

The Economic Development Subsidy Report also provides an analysis of projected tax revenue to the City from the Project which consists of property tax and sales tax. These public revenues were estimated based on a financial evaluation of the Project by KMA.

Table VI-1 of the Economic Subsidy Report provides a summary of the total annual estimated tax revenue from each source as follows:

Table VI-1: Annual Tax Revenue to City (1)	
Property Tax	\$17,000
Sales Tax	\$76,000
Total	\$93,000
(1) All estimates are expressed in undiscounted future dollars.	

The Project may potentially include a low-cost visitor accommodation. In such case, the City would also receive Transient Occupancy Tax (TOT) revenues for this use. However, those revenues, which would obviously result in a total increase of taxed remitted to the City, are not included in the above analysis.

ENVIRONMENTAL REVIEW:

The City adopted a Final Mitigated Negative Declaration (MND) that determined the proposed project could have a potentially significant environmental effect in the following areas: Biological Resources, Cultural Resources, Hazards and Hazardous Materials, and Noise. The Final MND identifies mitigation measures that will avoid or reduce all potentially significant environmental effects to below a level of significance. The draft MND (SCH# 2012031034) was routed through the State Clearinghouse for a 30-day agency review. Comments from 3 agencies were received and responses to those comments were prepared as a component of the Final MND. The City also established a 30-day public review and comment period from March 8, 2012 to April 9, 2012. No public environmental comments were received by the close of the review period. A Mitigation Monitoring and Reporting Program (MMRP) for the Final MND was included in the Final MND.

FISCAL IMPACT:

Pursuant to the OPA approved by the City Council on January 26, 2012 and executed by the City and the Developer on January 31, 2012, the City had allocated a total of up to \$1,974,700 in 2010 Bond Proceeds towards the project. With the approval of \$1.8 million of ATP Grant (TransNet Program) Funds from SANDAG to the Grant Projects, the amount of Bond Proceeds dedicated to the Bikeway Village Project is proposed to be reduced to \$855,000. Of the Grant Funds, \$1,380,000 will be allocated to this Project, for a total of \$2,235,000 of Project Funds allocated to the Project, with \$420,000 of the Grant Funds allocated to improvements within 13th Street between NOLF and Calla Avenue.

Attachments:

1. City Council Resolution No. 2015-7563
2. Implementation Agreement
3. Economic Subsidy Report

RESOLUTION NO. 2015- 7563

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH (i) APPROVING AN IMPLEMENTATION AGREEMENT TO THE OWNER PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY OF IMPERIAL BEACH AND BIKEWAY VILLAGE, L.L.C. FOR THE BIKEWAY VILLAGE PROJECT LOCATED AT THE ACCESS TO BAYSHORE BIKEWAY AT 13TH STREET AND PARCELS WITH EXISTING STRUCTURES (ASSESSOR'S PARCEL NUMBERS 626-192-03-00, 626-192-04-00 and 616-021-10-00), (ii) DETERMINING THAT THE PUBLIC NOTICE AND HEARING REQUIREMENTS FOR PROVIDING AN ECONOMIC SUBSIDY PER CALIFORNIA GOVERNMENT CODE SECTION 53083 HAVE BEEN MET, AND (iii) APPROVING OTHER RELATED ACTIONS.

WHEREAS, on February 6, 1996, by Ordinance No. 96-901, the City Council of the City of Imperial Beach ("City") adopted a redevelopment plan ("Redevelopment Plan") for the Palm Avenue/Commercial Redevelopment Project Area ("Project Area"). The Redevelopment Plan has since been amended; and

WHEREAS, the former Imperial Beach Redevelopment Agency ("Former RDA") was a redevelopment agency in the City, duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) ("Redevelopment Law"), and was responsible for the administration of redevelopment activities within the City. As required by law, the Former RDA had adopted its Five-Year Implementation Plan for the Project Area, as amended ("Implementation Plan") that established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization; and

WHEREAS, in furtherance of both the Redevelopment Plan and the Implementation Plan, on January 26, 2012, the City Council of the City approved that certain Owner Participation Agreement ("OPA") by and between the City and Bikeway Village, L.L.C., a California limited liability company ("Developer"), dated as of January 31, 2012. As part of the City's approval and in accordance with the OPA, the City approved funding consisting of bond proceeds from bonds issued by the Former RDA in November 2010 and later transferred to the City, to be provided by the City to Developer in an amount up to \$1,800,000 to be used for the potential acquisition of certain vacant property, referenced by Assessor's Parcel Number 616-021-10-00, for the development of the Project (as defined below), and in an amount up to \$174,700 to be used for the payment of City-approved costs incurred or to be incurred by Developer for the development of certain public improvements relating to the Project; and

WHEREAS, on June 28, 2011, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("AB 26") was signed by the Governor of California, making certain changes to the Redevelopment Law and to the California Health and Safety Code ("Health and Safety Code"), including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the Health and Safety Code. Pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Former RDA, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable

obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, on January 5, 2012, the City Council of the City adopted Resolution No. 2012-7136 pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Former RDA upon the dissolution of the Former RDA under AB 26 ("Successor Agency"). Since enactment, AB 26 has been amended by various legislation (AB 26 as subsequently amended is referred to herein as the "Dissolution Act"); and

WHEREAS, Pursuant to Health and Safety Code Section 34171(m) of the Dissolution Act, a "Recognized Obligation Payment Schedule" ("ROPS") means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations of the Successor Agency for each six-month fiscal period as provided in Health and Safety Code Section 34177(m) of the Dissolution Act. According to Health and Safety Code Section 34177(l)(1) of the Dissolution Act, the Successor Agency shall prepare a ROPS before each six-month fiscal period providing for all payments on each recognized obligation and the sources of payment during that period; and

WHEREAS, the Successor Agency prepared and included on the ROPS for the period January 1, 2012 through June 30, 2012 ("ROPS 1") the expenditure of the bond proceeds toward the Project. The California Department of Finance ("DOF") approved this expenditure by letter dated May 29, 2012. The bond proceeds were transferred to the City for implementation of the Project; and

WHEREAS, since the approval of the OPA, Developer purchased the vacant property referenced by Assessor's Parcel Number 616-021-10-00, which is necessary for development of the Project. In addition, the City has applied, and the Project has been approved, for certain grant funding from the San Diego Association of Governments (SANDAG) in the amount of \$1,380,000 to be used toward the cost of certain public improvements of the Project. Due to the infusion of SANDAG grant funds toward the Project and a change in Project costs, the remaining gap funding required from the City to Developer of bond proceeds for the development of the Project is an amount up to \$855,000; and

WHEREAS, the OPA as implemented by the proposed Implementation Agreement provides for Developer to cause to be developed and constructed (i) certain improvements to two existing structures located at 535 Florence Street and 536 13th Street (Assessor's Parcel Numbers 626-192-03-00 and 626-192-04-00) allowing for their adaptive reuse and (ii) certain improvements to property in the surrounding area of the 13th Street access-point to the Bayshore Bikeway including construction of a patio area, overlook area, access ramps, public restrooms, off-site public improvements, landscaping and related improvements (collectively, the "Project"); and

WHEREAS, the bond proceeds in an amount up to \$855,000 will pay for the cost of certain on- and off- site public improvements, as well as the construction of the public restrooms, access ramps to the Bayshore Bikeway, bicycle parking, rest areas and the patio and overlook areas. In addition, Developer will grant public easements on and over these improvements in consideration of the City's contribution of bond proceeds. The SANDAG grant funds in an amount up to \$1,380,000 will pay for the cost of a portion of the remaining public improvements of the Project; and

WHEREAS, due to the SANDAG grant funding of up to \$1,380,000 proposed to be contributed toward the Project by the City to Developer after the approval of the OPA, California Government Code Section 53083, effective January 1, 2014, requires that the City shall, before approving an economic development subsidy (i.e. grant funds), provide specific information on the subsidy in written form available to the public and through its Internet website, and further provide public notice and a hearing regarding the economic development subsidy; and

WHEREAS, the City has considered all terms and conditions of the Implementation Agreement to the OPA, the information contained in the staff report and economic development subsidy report, and the information provided at the duly noticed public hearing for the economic development subsidy in accordance with California Government Code Section 53083, and has determined that the development of the Project pursuant to the OPA as implemented by the proposed Implementation Agreement is in the best interests of the City, furthers the health, safety, morals and welfare of its residents, justifies the expenditure of public funds, and is in accord with the public purposes and provisions of applicable state and local law and requirements; and

WHEREAS, the City desires to enter into the Implementation Agreement to the OPA with Developer for the purpose of development and construction of the Project; and

WHEREAS, the City approved and certified the information contained in a Final Mitigated Negative Declaration (MND) that determined the Project could have a potentially significant environmental effect in the following areas: Biological Resources, Cultural Resources, Hazards and Hazardous Materials, and Noise. The Final MND identifies mitigation measures that will avoid or reduce all potentially significant environmental impacts to below a level of significance. The draft MND (SCH# 2012031034) was routed through the State Clearinghouse for a 30-day agency review. Comments from three agencies were received and responses to those comments were prepared as a component of the Final MND. The City also established a 30-day public review and comment period, during which no public environmental comments were received by the close of the review period. A Mitigation Monitoring and Reporting Program (MMRP) for the Final MND was included in the Final MND. This activity has been determined to be adequately addressed in the Final MND for the Project, and there is no substantial change in circumstances, new information of substantial importance, or project changes which would warrant additional environmental review; therefore, no further environmental review is required under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15162; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

Section 1. The City Council hereby determines that the foregoing recitals are true and correct.

Section 2. The City Council recognizes that it has received and heard all oral and written objections, if any, to the proposed Implementation Agreement to the OPA, the economic development subsidy, and other matters

pertaining to this transaction, and that all such oral and written objections are hereby overruled.

- Section 3.** The City Council determines that the construction of the Project in accordance with the terms and conditions of the OPA as implemented by the proposed Implementation Agreement is consistent with both the Redevelopment Plan and Implementation Plan.
- Section 4.** The City Council determines that the consideration to be paid by the City toward the Project in accordance with the terms and conditions of the OPA as implemented by the Implementation Agreement is in amounts necessary to effectuate the purposes of the Redevelopment Plan and Implementation Plan and the public purposes of the Project.
- Section 5.** The City Council determines that the Project will provide significant public benefit through the creation of improved areas designated for public pedestrian and bicycle use, access improvements to the Bayshore Bikeway, public restrooms, additional public parking and on- and off- site public improvements.
- Section 6.** The City Council determines that the public notice and hearing requirements of California Government Code Section 53083, before approving an economic development subsidy, have been met, including making available to the public a written report of information on the economic development subsidy that, in part, sets forth the anticipated economic benefits from the Project.
- Section 7.** The City Council approves the proposed Implementation Agreement to the OPA by and between the City and Developer and all provisions, terms and conditions set forth in the Implementation Agreement, including without limitation the contribution of the SANDAG grant funds toward the Project in accordance with the terms of the grant.
- Section 8.** The City Council authorizes and directs the City Manager, or designee, of the City to execute the Implementation Agreement to the OPA and all documents, instruments, and agreements on behalf of the City that are required by and for the implementation of the Implementation Agreement to the OPA including, without limitation, all Exhibits to the Implementation Agreement to the OPA, subject to the approval as to form by the City Manager and the City Attorney.
- Section 9.** The City Council authorizes and directs the City Manager, or designee, of the City (i) to make such amendments, changes or revisions to the Implementation Agreement or to any document, instrument, or agreement on behalf of the City that is required by and for the implementation of the Implementation Agreement, as approved by the City Manager and the City Attorney, (ii) to execute such other documents and take such other actions on behalf of the City as are necessary or desirable and appropriate to carry out and implement the purposes of the Implementation Agreement and to effectuate the intent of this Resolution

on behalf of the City, and (iii) to administer the City's obligations, responsibilities and duties to be performed under the Implementation Agreement and all documents, instruments, and agreements required by and for the implementation of the Implementation Agreement on behalf of the City.

Section 10. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 11. The City Council determines that a Mitigated Negative Declaration (MND) was prepared for the Project, routed for public review and submitted to the State Clearinghouse (SCH# 2012031034) for agency review pursuant to the provisions of the California Environmental Quality Act ("CEQA"). The City Council of the City approved and certified the information contained in the Final MND for the Project, which included mitigation measures that will avoid or reduce all potentially significant environmental effects to below a level of significance. This activity has been determined to be adequately addressed in the Final MND for the Project, and there is no substantial change in circumstances, new information of substantial importance, or project changes which would warrant additional environmental review; therefore, no further environmental review is required under the CEQA pursuant to State CEQA Guidelines Section 15162.

Section 12. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the City of Imperial Beach at its meeting held on the 1st day of April, 2015, by the following roll call vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, CMC
CITY CLERK

IMPLEMENTATION AGREEMENT
TO THE OWNER PARTICIPATION AGREEMENT
BY AND BETWEEN
THE CITY OF IMPERIAL BEACH
AND
BIKEWAY VILLAGE, L.L.C.
A CALIFORNIA LIMITED LIABILITY COMPANY
FOR
MIXED-USE DEVELOPMENT

INDEX OF EXHIBITS

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IMPLEMENTATION AGREEMENT
TO THE
OWNER PARTICIPATION AGREEMENT

(BIKEWAY VILLAGE PROJECT)

THIS IMPLEMENTATION AGREEMENT to the Owner Participation Agreement (“Agreement”) is entered into by and between the CITY OF IMPERIAL BEACH, a municipal corporation, (“City”) and BIKEWAY VILLAGE, L.L.C., a California limited liability company (“Developer”) (City and Developer are also referred to herein individually as a “Party” and collectively as “Parties”) this ____ day of _____, 2015, with reference to the following facts:

RECITALS

A. The City and Developer entered into that certain Owner Participation Agreement dated January 31, 2012 pertaining to an adaptive reuse of two structures and improvements to property in the surrounding area of the 13th Street access-point to the Bayshore Bikeway (the “Project”). The original Owner Participation Agreement as amended and implemented by this Implementation Agreement and its Exhibits shall collectively be referred to herein as the Owner Participation Agreement (“OPA”). The Exhibits attached to this Agreement shall replace in their entirety the exhibits attached to the original Owner Participation Agreement. The original Owner Participation Agreement, as amended herein, along with any remaining exhibits to the original Owner Participation Agreement not amended or replaced by the terms herein or the Exhibits attached to this Agreement shall remain in full force and effect.

B. The City Council of the City approved the original Owner Participation Agreement on January 26, 2012. Part of that approval included the approval of funding from the City to Developer consisting of bond proceeds from bonds issued by the Imperial Beach Redevelopment Agency (“Agency”) in November 2010 in an amount up to \$1,800,000 to be used for the potential acquisition of certain property for the Project and in an amount up to \$174,700 for the payment of City-approved costs incurred or to be incurred by the Developer for the development of certain public improvements relating to the Project.

C. The Agency was a redevelopment agency in the City, duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”). On June 28, 2011, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (“AB 26”) was signed by the Governor of California, making certain changes to the Redevelopment Law and to the California Health and Safety Code (“Health and Safety Code”), including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the Health and Safety Code. Pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment

agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies. On January 5, 2012, the City Council of the City adopted Resolution No. 2012-7136 pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Agency upon the dissolution of the Agency under AB 26 (“Successor Agency”). Since enactment, AB 26 has been amended by various Legislation (AB 26 as subsequently amended is referred to herein as the “Dissolution Act”).

D. Pursuant to Health and Safety Code Section 34171(m) of the Dissolution Act, a “Recognized Obligation Payment Schedule” (“ROPS”) means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations of the Successor Agency for each six-month fiscal period as provided in Health and Safety Code Section 34177(m) of the Dissolution Act. According to Health and Safety Code Section 34177(l)(1) of the Dissolution Act, the Successor Agency shall prepare a ROPS before each six-month fiscal period providing for all payments on each recognized obligation and the sources of payment during that period. The Successor Agency prepared and included on the ROPS for the period January 1, 2012 through June 30, 2012 (“ROPS 1”) the expenditure of the bond proceeds toward the Project. The California Department of Finance (“DOF”) approved this expenditure by letter dated May 29, 2012. The bond proceeds were transferred to the City for implementation of the Project.

E. Since the City’s approval of the original Owner Participation Agreement, the City has applied for grant funds from the San Diego Association of Governments (“SANDAG”) for payment of costs for some of the improvements which are part of the Project.

E. Since the City’s approval of the original Owner Participation Agreement, and in order to ensure completion of the Project, the Developer has purchased certain real property necessary for the Project. The purpose of this Agreement is to memorialize certain changes to the original Owner Participation Agreement and to the deal points for the Project for the implementation of the Project, to clarify the roles and duties of the Parties, and to specify the timing and method of funding and construction for the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree:

1. Recitals. The above recitals are hereby incorporated into this OPA.
2. Amended Exhibits.

A. Project Description. Exhibit 1 to the original Owner Participation Agreement titled “Project Description” is hereby amended and replaced in its entirety by Exhibit 1 attached hereto and incorporated herein by this reference. Developer represents that it is now the fee owner of the entire site as described on the Site Map set forth in Attachment 2 to the Project Description (Exhibit 1) of the original Owner Participation Agreement. Attachment No. 2 to the Project Description is hereby renamed Exhibit 1-A and is attached hereto and incorporated herein by this reference (the “Site”). Further, attached to this Agreement are the Site Plan attached as Exhibit 1-B and incorporated by this

reference and the Legal Description of the Site attached as Exhibit 1-C and incorporated herein by this reference. Also attached for ease of reference to certain areas of the site is a document entitled Numbered Areas of the Site, Exhibit 1-D and is incorporated herein by this reference.

B. Project Budget. Exhibit 2 to the original Owner Participation Agreement titled “Project Budget” is hereby amended and replaced in its entirety by Exhibit 2 attached hereto and incorporated by this reference. The Project Budget itemizes the total cost of the Project to be paid with Developer equity and the City contribution of funds to the Project from either bond proceeds or grant funds. The City commitment of bond proceeds for the Project shall not exceed Eight Hundred Fifty Five Thousand dollars (\$855,000) (“Bond Proceeds”). The City has applied for grant funds for the Project from SANDAG, and anticipates approval of grant funds from SANDAG allocated to this Project in the amount of One Million Three Hundred Eighty Thousand dollars (\$1,380,000) (“Grant Funds”). The City’s funding for the Project shall be paid from both Bond Proceeds set aside for this Project and Grant Funds. Collectively, the funding from the City for the Project (Bond Proceeds and Grant Funds) will be referred to as “Project Funds”. The maximum amount of Project Funds contributed by the City, from both Bond Proceeds and Grant Funds shall not exceed Two Million Two Hundred Thirty Five Thousand dollars (\$2,235,000). Should Grant Funds not be awarded to the Project for any reason, no City, Agency or Successor Agency funds shall automatically make up the difference and the Project Funds will be limited to the maximum contribution from the Bond Proceeds in the amount of \$855,000 unless and until the City negotiates an amended agreement for additional funding, which the City may, but is not obligated to do.

C. Schedule of Performance. Exhibit 3 to the original Owner Participation Agreement titled “Schedule of Performance” is hereby amended and replaced in its entirety by Exhibit 3 attached hereto and incorporated herein by this reference. After execution of this Implementation Agreement, Developer shall promptly begin and thereafter diligently prosecute to completion the development of the Project. The construction of the Project shall be completed according to the times set forth in the revised Schedule of Performance, which may be amended from time to time with all Parties’ written agreement. The schedule and deadlines set out in the Schedule of Performance, and the terms of the Method of Financing and Disbursement Agreement (Exhibits 5 and 9 hereto) will control the distribution of Bond Proceeds. The grant agreement between the City and SANDAG relating to award of Grant Funds will be controlling as to the timeline for disbursement of Grant Funds for this Project. It is anticipated that the Bond Proceeds and Grant Funds will be paid out concurrently in the appropriate amounts throughout the construction of the Project.

D. Concept Drawings. The document marked as Attachment No. 1 to the Project Description in the original OPA, titled “Concept Drawings” is hereby renumbered as Exhibit 4 and is attached hereto and incorporated herein by this reference. The construction drawings which more specifically depict the Project and expand on the Concept Drawings will be on file with the City.

3. Additional Exhibits.

A. Method of Financing. The timing for the City disbursement of Project Funds to Developer shall occur as set out in the Method of Financing, attached hereto and incorporated by this reference as Exhibit 5. Payments will be delivered by the City to the Developer in stages after certain milestones of the Project are completed according to the timeline in the Schedule of Performance, and the method of payment outlined in the Method of Financing and according to the terms and conditions of the Disbursement Agreement, attached hereto as Exhibit 9 and incorporated herein by this reference.

The Parties to the OPA acknowledge that the Project Funds expended by the City are in consideration for Developer purchasing the property previously owned by the Airport Authority, making off-site improvements to immediately surrounding areas along Florence Street, Cypress Street and Thirteenth Street, construction of access pathways to Bayshore Bikeway, ramps, bicycle rest areas and bicycle parking, walkways between and around the existing buildings (“West Building” and “East Building”), and construction of a patio area, an overlook structure and public restrooms within the East Building. (The areas of improvement are described in the Project Description, Exhibit 1 and illustrated in the Site Plan, Exhibit 1-B.) The Project Funds will be paid as reimbursement of construction costs for the above-described public improvements as well as in consideration for Developer’s transfer of a perpetual access easement over the bikeway access pathways and ramps, bicycle rest areas and bicycle parking and walkways between and around the West and East Buildings. Developer will also transfer an easement for the useful life, not to be less than fifty-five (55) years, for the patio area, overlook structure and public restrooms in the East Building. In addition, Developer will execute open space easements for certain areas of the Project (Area 6 on Exhibit 1-D) that will remain undeveloped and in a natural state other than certain planting and/or maintenance of native vegetation.

The City’s expenditure of Project Funds is in consideration of the following: (i) the construction by Developer and/or its successors and assigns of all improvements to the Site as described in the Project Description, as well as necessary off-site improvements (the Project), in accordance with all the terms and conditions of this OPA, Developer’s obtaining any and all permits and land use approvals for development required by the City or any other public agency, including but not limited to the California Coastal Commission; (ii) Developer conveyance to the City of public easements for the purpose of public access to and use of certain Site improvements constructed by Developer and described above, and Developer’s execution of any and all documents required to convey said easements, as described in the Grants of Public Easement (attached hereto as Exhibit No. 6A-D hereto and further discussed below); and (iii) Developer’s and/or its successor’s and assign’s maintenance and operation of the Project in accordance with this OPA, the Agreement Affecting Real Property (attached hereto as Exhibit 7 and further discussed below), and the Maintenance Agreement (attached hereto as Exhibit No. 8 and further discussed below). All payments due to be made by the City to the Developer under this OPA shall be made in reliance on Developer performing its obligations hereunder and shall be subject to the conditions set forth in this OPA. As a condition

precedent to each payment by the City 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 OPA shall be true and correct as of the date of such payment.

B. Grants of Public Easement. The Developer, as owner of the property, shall grant to the City public easements on portions of the property through Grants of Public Easement in a form substantially in accordance with the forms of the Grants of Public Easement ("Grants") attached hereto as Exhibits 6A-6D and incorporated herein by this reference. The portions of the Site subject to the public easements are more precisely described in the Grants and attachments thereto. The public easements granted by Developer on the patio and overlook areas (depicted as Area 7 on Exhibit 1-D), may be limited on portions of those areas based on any Alcohol Beverage Control ("ABC") license use limitations pertaining to those areas. The easement on Area 7 will also be subject to Developer's reservation of use on the patio for tables reserved for restaurant and/or café patrons, and may also occasionally be limited for purposes of reserved private special events sponsored by a building tenant. Each public easement is granted in consideration of the City's payment of Project Funds to Developer. There shall be no additional cost to the City for Developer's grant of said easements. Developer shall convey the public easements to the City free and clear of all liens, encumbrances, covenants, restrictions, easements, leases, taxes and other defects, but subject to (a) the covenants, conditions, restrictions and easements arising out of the provisions of this OPA; and (b) the City permitted exceptions that are listed in the Grants.

C. Agreement Affecting Real Property. As a covenant running with the land, the Developer and its successors and assigns to the Site or any portion thereof shall be obligated to comply with the provisions set forth in the Agreement Affecting Real Property attached hereto as Exhibit 7 and incorporated herein by this reference. The Agreement Affecting Real Property shall be executed by the Parties and recorded against the Site upon completion of all improvements. The Parties execution and recordation of the Agreement Affecting Real Property is a material inducement for the City to enter into the OPA.

D. Maintenance Agreement. The Developer covenants and agrees for itself and its successors and assigns to the Site or any part thereof, that the Developer and its successors and assigns shall maintain, and repair as necessary, the improvements on the Site in a first class condition and shall keep the entire Site free from any accumulation of debris, trash or waste materials. The Developer shall also maintain the landscaping on the Site in a robust and healthy condition, and maintain the bikeway access paths, bicycle parking, bicyclist rest area, patio area, access ramps and overlook structure and the public restrooms in the East Building. The Developer shall also maintain the sidewalks, parking areas and landscaping located in the public right-of-way directly adjacent to the Site and shall provide irrigation to all off-site landscaping adjacent to the site and to surface parking areas. Irrigation shall be connected to private on-site water service.

The Developer agrees to perform all maintenance, repair and replacement work with respect to the improvements on the Site necessary or appropriate to keep the improvements in the condition as originally installed, all consistent with the covenants to be recorded against the Site as set forth in the Maintenance Agreement attached hereto as Exhibit 8 and incorporated herein by this reference. As a covenant running with the land, the Developer and its successors and assigns to the Site or any portion thereof shall be obligated to comply with the provisions set forth in the Maintenance Agreement, to be executed by the Parties and recorded against the Site upon completion of the Project. The Parties execution and the recordation of the Maintenance Agreement is a material inducement for the City to enter into the OPA.

4. Effect and Duration of Covenants. The Covenants established in the OPA, defined in Article III, Section 10 of the original Owner Participation Agreement, and contained in the Grant of Public Easement (Exhibit 6), the Agreement Affecting Real Property (Exhibit 7) and the Maintenance Agreement (Exhibit 8) shall be binding on Developer and its successors and assigns to the Site or any part thereof for the benefit and in favor of the City and its successors and assigns, and shall remain in effect for the periods specified in each such respective recordable document.

5. Additional Terms.

A. The following provisions are added as Article V to the original Owner Participation Agreement:

V. ADDITIONAL PROVISIONS

1. Right of Access. Representatives of the City shall have the reasonable right of access to the Site without charges or fees, at normal construction hours during the period of construction for the purposes of the OPA, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall be those who are so identified in writing by the City Manager (or his or her designee). Such representatives shall comply with reasonable safety rules established by the Developer. The City shall defend, indemnify and hold the Developer harmless from and against all claims, actions, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any such entry and/or the presence of such parties upon the Site, except for such claims, actions, liability, loss, damage, costs or expenses caused by, that result from, or created by the negligence or willful misconduct of the Developer and its respective officers, officials, agents, representatives, members, contractors, staff and employees.

2. Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. The Developer shall notify the City in advance of any mortgage, deed of trust, conveyance and lease back, or other form of conveyance for financing as such financing is described in Article III, Section 9(d) of the original OPA, if the Developer proposes to enter into the same before the recordation of the Release of Construction Covenants. Whenever the City shall deliver any notice or demand to the Developer with

respect to any breach or default by the Developer in completion of construction of the improvements, the City shall at the same time deliver to each holder of record of any mortgage, deed of trust or other security interest authorized by this OPA, a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right at its option within ninety (90) days after the receipt of the notice, to cure or remedy, or commence to cure or remedy, any such default and to add the cost thereof to the security interest debt and the lien of its security interest. If such default shall be a default which can only be remedied or cured by such holder upon obtaining possession, such holder shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall remedy or cure such default within ninety (90) days after obtaining possession; provided that in the case of a default which cannot with diligence be remedied or cured, or the remedy or cure of which cannot be commenced within such ninety (90) day period, such holder shall have such additional time as reasonably necessary to remedy or cure such default with diligence; provided, that Developer diligently and continuously pursues such cure to completion but in no event longer than one hundred eighty (180) days after receipt of notice hereunder; provided, further, that such holder shall not be required to remedy or cure any non-curable default of Developer (such as an unauthorized attempted assignment).

Nothing contained in this OPA shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City under this OPA and all Exhibits by written agreement satisfactory to the City. The holder in that event must agree to complete, in the manner provided in this OPA, the improvements to which the lien or title of such holder related, and submit evidence satisfactory to the City that it has the qualifications and/or financial responsibility necessary to perform such obligations. Any such holder who has properly completed such improvements shall be entitled, upon written request made to the City, to a Release of Construction Covenants from the City.

3. Failure of Holder to Complete Improvements. In any case where, six (6) months after a default by the Developer in completion of construction of improvements under this OPA has occurred and not been cured as provided by this OPA, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Site (or portion thereof) has not exercised the option to construct, or if it has exercised the option but has not proceeded diligently with construction, the City shall have the right, but not the obligation, to purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest and any other amounts secured thereby. If the ownership of the Site (or portion thereof) has vested in the holder, the City, if it so desires, shall be entitled to a conveyance from the holder to the City upon payment to the holder of an amount equal to the sum of the following:

- (a) The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those

resulting from collection and application of rentals and other income received during foreclosure proceedings).

(b) All expenses with respect to foreclosure.

(c) The net expense, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent ownership or management of the Site (or portion thereof), such as insurance premiums and real estate taxes.

(d) The cost of any improvements made by such holder.

(e) An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City.

4. Right of City to Cure Mortgage, Deed of Trust or Other Security Interest Default.

In the event of a default or breach by the Developer of a mortgage, deed of trust or other security interest with respect to the Site (or any portion thereof) prior to the issuance of a Release of Construction Covenants by the City, and the holder has not exercised its option to complete the development, the City shall have the right, but not the obligation, upon ten (10) days notice to Developer, to cure the default prior to completion of any foreclosure and such cure shall be recognized by mortgage holder as if such cure was performed by the developer itself. In such event, the City shall be entitled to reimbursement from the Developer of all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Site (or portion thereof) to the extent of such costs and disbursements.

5. Selection of Commercial Tenants. It is the Agency's intent that the financial assistance provided by the Agency to the Project will assist in revitalizing the neighborhood. Therefore, Developer agrees that it will use diligent and good faith efforts to obtain commercial tenants that will revitalize the neighborhood and serve users of the Bayshore Bikeway and 13th Street Bike Paths.

Developer shall meet with City staff on a regular basis to discuss the progress of obtaining commercial tenants that meet the City's objectives described above, and to facilitate the City's review of proposed commercial tenants. If Developer fails to secure tenant leasing commitments for at least 7,500 square feet of the gross leasable area of the Project satisfactory to the City within 30 days after completion of construction, City retains the right to withhold the last payment of Project Funds to Developer, consistent with the Method of Financing.

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

“CITY”
CITY OF IMPERIAL BEACH

Andy Hall, City Manager

ATTEST:

Jacqueline M. Hald, City Clerk

APPROVED AS TO FORM

Jennifer Lyon, City Attorney

APPROVED AS TO FORM

Kane, Ballmer & Berkman

Carol Leone, Special Counsel

[Signatures continue on following page.]

“DEVELOPER”
BIKEWAY VILLAGE, L.L.C.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, ____ before me, _____, 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-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

PROJECT DESCRIPTION

BASIC DESCRIPTION

The Bikeway Village Project (the “Project”) proposes an adaptive reuse of two existing warehouse structures to be renovated and refurbished to the point of qualifying for a final building permit, which buildings will ultimately provide a variety of visitor- and community-serving retail, commercial, recreational and personal service uses at the northern terminus of 13th Street adjacent to the City’s 13th Street access point to the Bayshore Bikeway. The Project will provide significant public benefit from the construction of improvements that will be available to the public, including a patio and overlook area adjacent to the Bayshore Bikeway and overlooking the San Diego Bay National Wildlife Refuge, bicycle parking, public restrooms, bicyclist rest areas, improved bikeway access ramps and Bayshore Bikeway access, and additional public vehicle parking, all as more particularly depicted on the Site Plan attached hereto as Exhibit No. 1-B and incorporated herein (the “Site Plan”).¹

THE SITE

The project consists of three parcels, the Western Parcel, the Eastern Parcel and the Bikeway Parcel to the north as more fully illustrated in the Site Plan, attached hereto as Exhibit 1-B (“Site Plan”) and the Legal Description of the Site, attached hereto as Exhibit 1-C (“Legal Description of the Site”).

The Western Parcel includes the West Building, which is to be refurbished and the surrounding property landscaped, and have improved on-site utilities, parking and driveways (“Western Parcel Improvements”).

The Eastern Parcel includes the East Building which is to be refurbished, including a public restroom, landscaping, and improved on-site utilities, parking and driveways (“Eastern Parcel Improvements”).

Bikeway Parcel includes currently vacant land to be landscaped and improved with public access ramps leading to the Bayshore Bikeway, bicycle parking, storm water detention areas, dedicated open space and a patio and an overlook area that will be affixed to the West and East Buildings and be accessible to the public (“Bikeway Parcel Improvements”).

The developer presently owns all of the parcels described above.

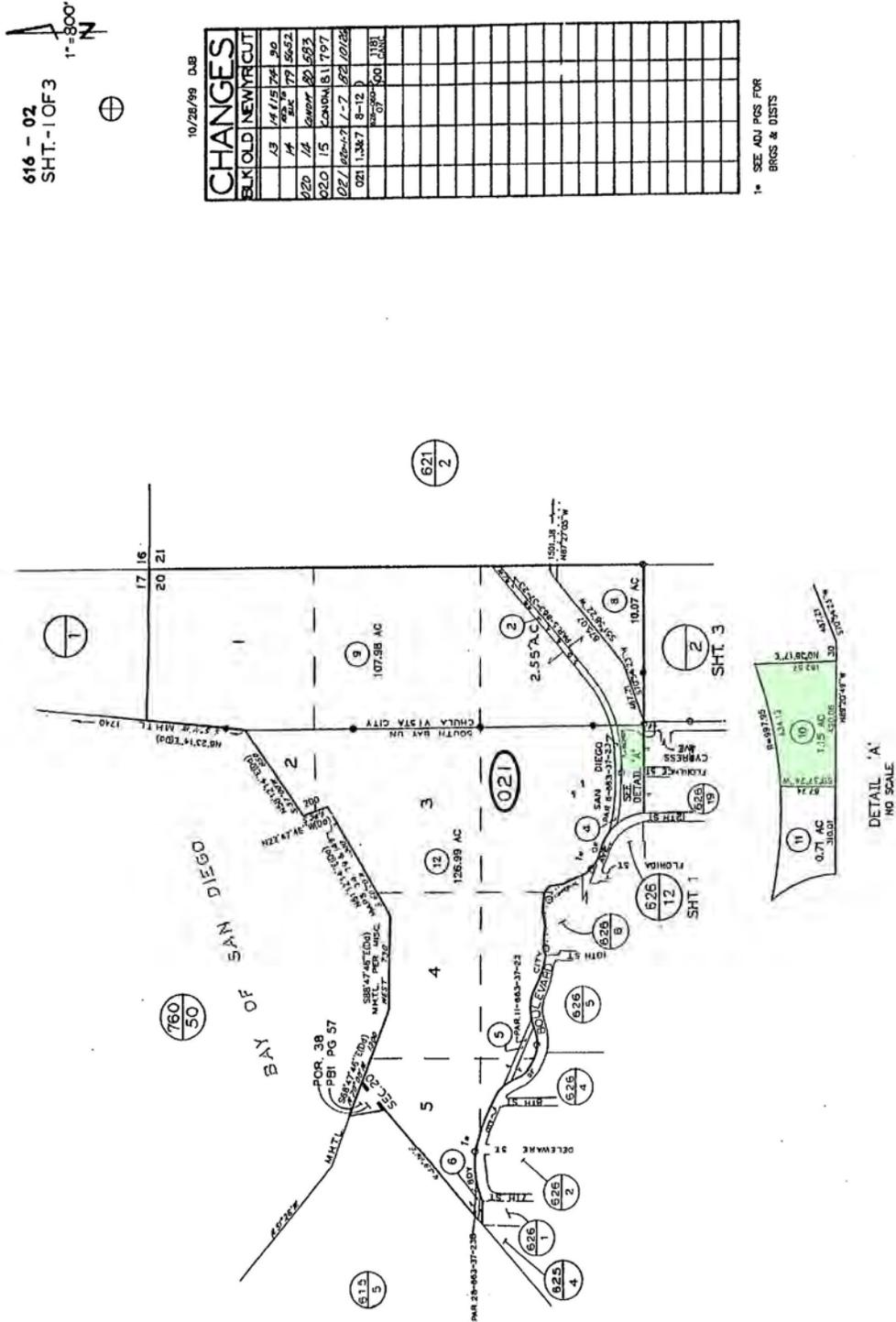
¹ As part of a successful Active Transportation Grant Application, the public improvements have been expanded through a separate project to include the addition of Class II Bike Paths within and along 13th Street from the Naval Outlying Landing Field (NOLF) at Iris Avenue to Calla Avenue, with the 13th Street roadway south of Palm Avenue/State Route 75 reduced from a four-lane roadway to a three-lane roadway with one traveled lane in each direction and a center turning lane.

PUBLIC IMPROVEMENTS

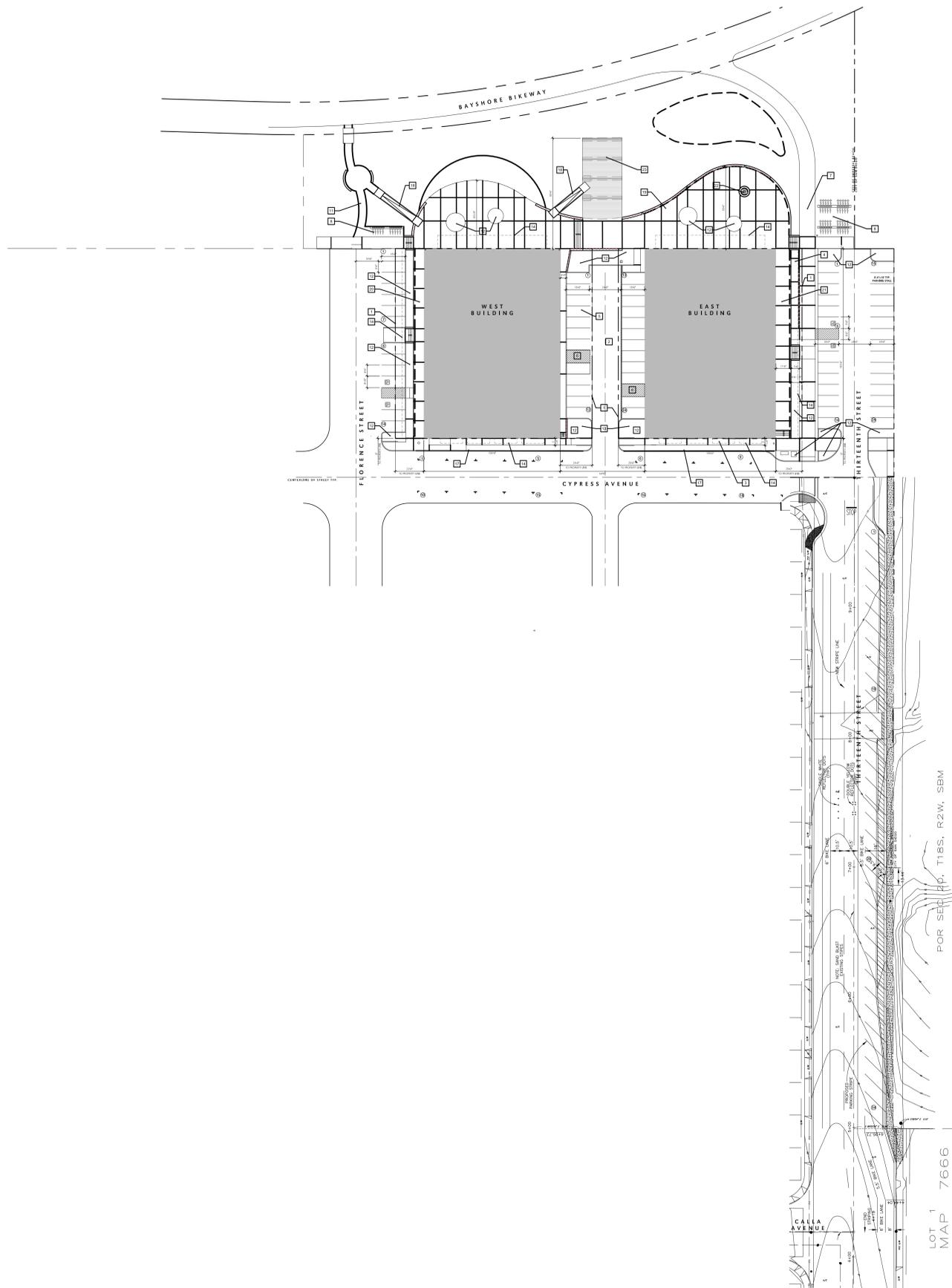
In addition to the on-site improvements described above which will include the exterior and some interior renovation, in preparation for future tenant improvements, of two existing commercial warehouse structures (West and East Buildings) for ultimate visitor- and community-serving commercial/retail use potentially including amenities such as a restaurant/café, bike shop, and hostel, the Project will provide public improvements including the enhancement of bicycle and pedestrian access to the Bayshore Bikeway within the 13th Street right-of-way and from Florence Street, bicycle parking at the end of the east and west access ramps, enhanced public vehicle parking on Thirteenth Street, a Class II Bicycle Facility within 13th Street between Cypress Avenue and Calla Avenue, a bicyclist rest area at the north end of the west ramp, and public restrooms in the East Building. This Project will include the undergrounding of overhead utilities surrounding the site. (As part of a separate project, a Class II Bicycle Facility will also be provided within 13th Street from the Naval Outlying Landing Field (NOLF) at Iris Avenue to Calla Avenue.)

Off-Site Public Improvements include improvements to 13th Street, Florence Street, and Cypress Avenue. These improvements will consist of additional on-street public parking, new curbs, gutters, and sidewalks, street trees, street lighting, landscaping, an enhanced intersection and crosswalks at 13th Street and Cypress Avenue, Class II Bike Lanes in 13th Street between Cypress and Calla avenues, and a Class I Bike Lane “Boardwalk” in 13th Street north of Cypress Avenue accessing the Bayshore Bikeway.

Assessor's Parcel Map



THE INFORMATION AND GRAPHIC EXPRESSIONS SHOWN WITHIN THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND SHALL REMAIN THE EXCLUSIVE PROPERTY OF THE ARCHITECT. NO PART OF THESE DRAWINGS SHALL BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.



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

Key Notes

- 1 PROPERTY LINE
- 2 MOTOR COURT
- 3 5'-0" MIN. CLR. WALKWAY, TYP.
- 4 ACCESS RAMP
- 5 PARKING STALL - 8'-6" X 18'-0" TYP.
- 6 SERVICE PAD
- 7 RELOCATED ENTRY TO BIKEWAY
- 8 BIKE RACKS - SEE LANDSCAPE
- 9 BACKFLOW PREVENTERS & WATER METERS PER CIVIL
- 10 FIRE HYDRANT PER CIVIL
- 11 D.G. PEDESTRIAN PATH
- 12 PLANTING CUT-OUT, TYP.
- 13 ELECTRICAL TRANSFORMER
- 14 LINE OF AWNING OR TRELIS ABOVE
- 15 NEW SKYLIGHT
- 16 PARKING FOR MAIL CARRIER
- 17 TREE GRATE - SEE LANDSCAPE
- 18 RAMP - SEE LANDSCAPE
- 19 NORTH TERRACE - SEE LANDSCAPE
- 20 WEST PORCH
- 21 EAST PORCH
- 22 FIRE PIT - SEE LANDSCAPE
- 23 OBSERVATION TOWER

General Notes

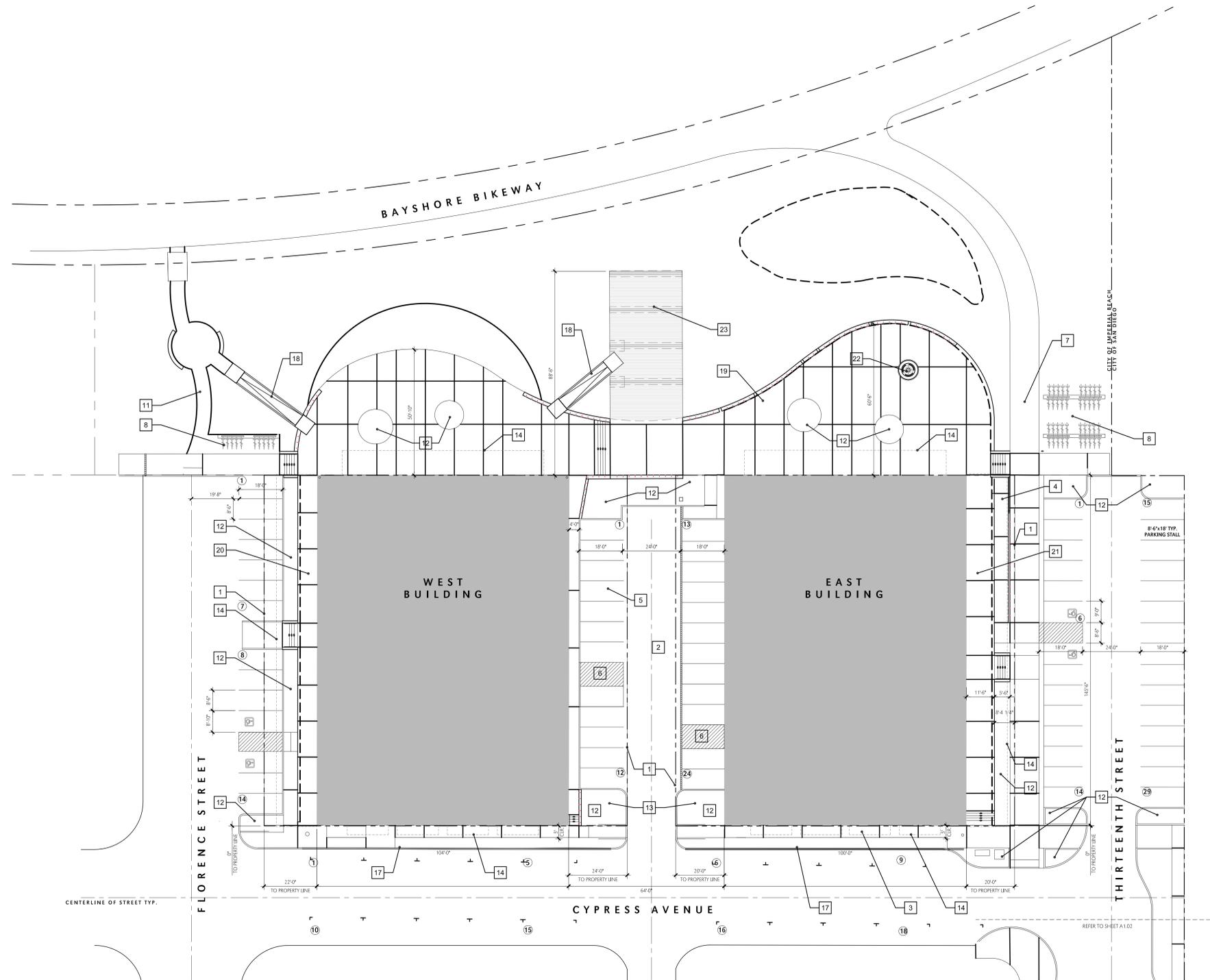
1. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION
2. REFER TO BUILDING PLANS FOR ALL OTHER DIMENSIONS AND INFORMATION NOT SHOWN
3. TYPICAL SLOPES OF SIDEWALKS ALONG ACCESSIBLE PATH OF TRAVEL SHALL NOT EXCEED 5%. CROSS-SLOPES SHALL NOT EXCEED 1.5%. SEE CIVIL SHEETS FOR REFERENCE.

Legend

- PROPERTY LINE
- CENTER LINE OF STREET
- ACCESSIBLE PARKING
- FIRE HYDRANT
- PARKING SPACE COUNT



THE INFORMATION AND GRAPHIC REPRESENTATIONS SHOWN ON THESE DRAWINGS ARE THE PROPERTY OF STUDIO E ARCHITECTS. UNDER NO CIRCUMSTANCES SHALL THE ARCHITECT BE HELD RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED BY THE CLIENT.



Key Notes

- 1 PROPERTY LINE
- 2 MOTOR COURT
- 3 5'-0" MIN. CLR. WALKWAY, TYP.
- 4 ACCESS RAMP
- 5 PARKING STALL - 8'-6" X 18'-0" TYP.
- 6 SERVICE PAD
- 7 RELOCATED ENTRY TO BIKEWAY
- 8 BIKE RACKS - SEE LANDSCAPE
- 9 BACKFLOW PREVENTERS & WATER METERS PER CIVIL
- 10 FIRE HYDRANT PER CIVIL
- 11 D.G. PEDESTRIAN PATH
- 12 PLANTING CUT-OUT, TYP.
- 13 ELECTRICAL TRANSFORMER
- 14 LINE OF AWNING OR TRELIS ABOVE
- 15 NEW SKYLIGHT
- 16 PARKING FOR MAIL CARRIER
- 17 TREE GRATE - SEE LANDSCAPE
- 18 RAMP - SEE LANDSCAPE
- 19 NORTH TERRACE - SEE LANDSCAPE
- 20 WEST PORCH
- 21 EAST PORCH
- 22 FIRE PIT - SEE LANDSCAPE
- 23 OBSERVATION 'PIER'

General Notes

1. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION.
2. REFER TO BUILDING PLANS FOR ALL OTHER DIMENSIONS AND INFORMATION NOT SHOWN.
3. TYPICAL SLOPES OF SIDEWALKS ALONG ACCESSIBLE PATH OF TRAVEL SHALL NOT EXCEED 5%. CROSS-SLOPES SHALL NOT EXCEED 1.5%. SEE CIVIL SHEETS FOR REFERENCE.

Legend

- PROPERTY LINE
- CENTER LINE OF STREET
- ACCESSIBLE PARKING
- FIRE HYDRANT
- PARKING SPACE COUNT

SITE PLAN
SCALE: 1" = 20'-0"

1

Bikeway Village

536 13TH STREET, SAN DIEGO, CA
BIKEWAY VILLAGE, LLC

Project 13108

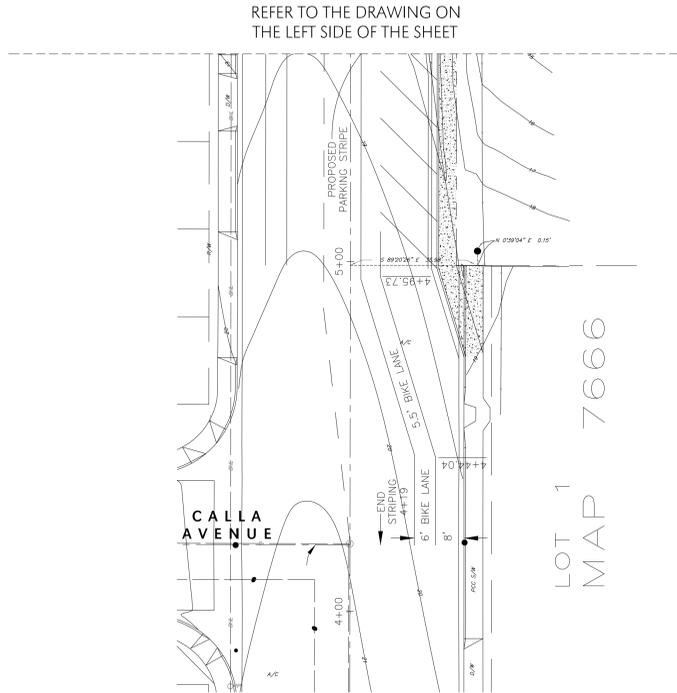
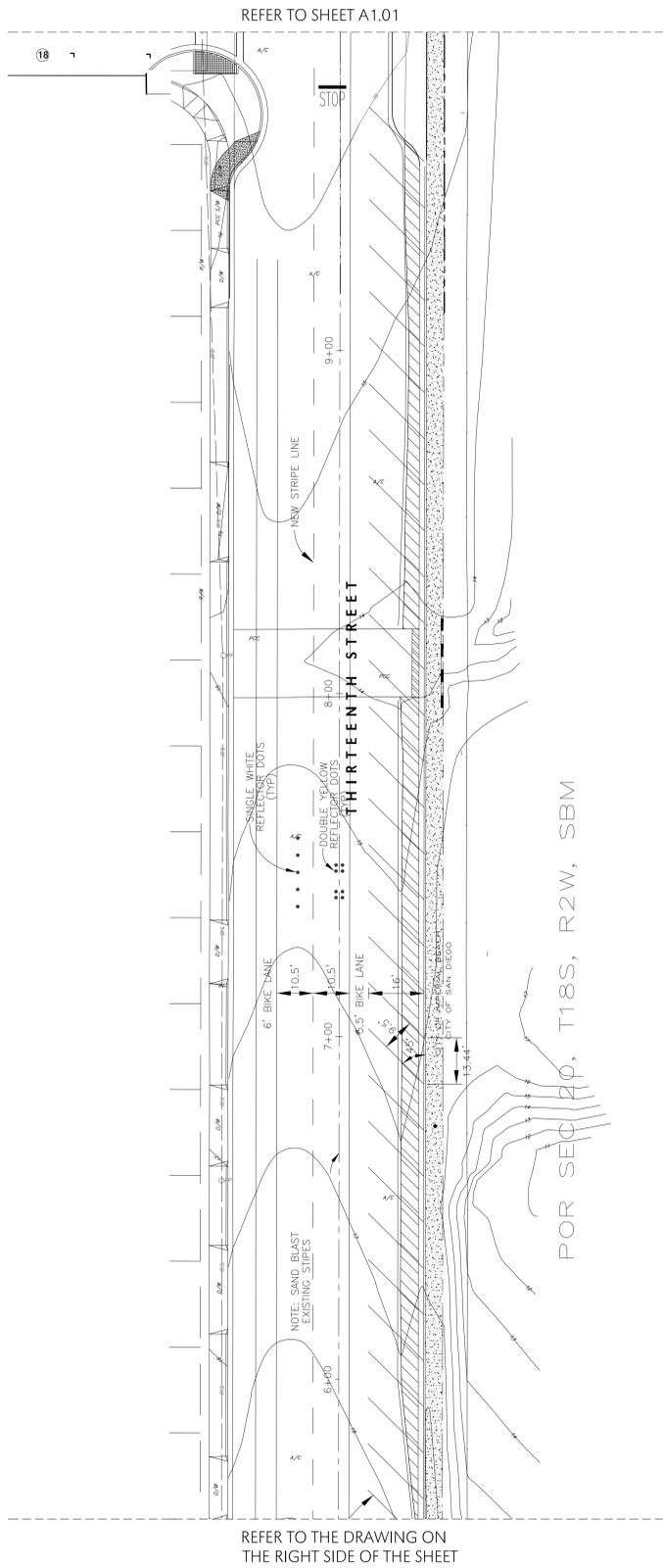
11.27.13 BLDG. DEPT. SUBMITTAL
09.02.14 SUBMITTAL #2



SITE PLAN

A1.01

THE PICTORIAL AND GRAPHIC EXPRESSIONS SHOWN WITH THIS WORK ARE COPYRIGHTED UNDER THE LAWS OF THE UNITED STATES, TITLE 17 U.S. CODE. UNDER SECTION 106 OF THE COPYRIGHT ACT, THE ARCHITECT SHALL MAINTAIN THE EXCLUSIVE RIGHT OF REPRODUCTION, DISPLAY OR ANY DERIVATION OF THE WORK.



SITE PLAN - 13TH STREET SOUTH OF CYPRESS STREET
SCALE: 1" = 20'-0"

1

Bikeway Village

536 13TH STREET, SAN DIEGO, CA
BIKEWAY VILLAGE, LLC

Project 13108

11.27.13 BLDG. DEPT. SUBMITTAL
09.02.14 SUBMITTAL #2



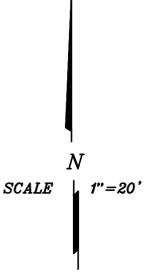
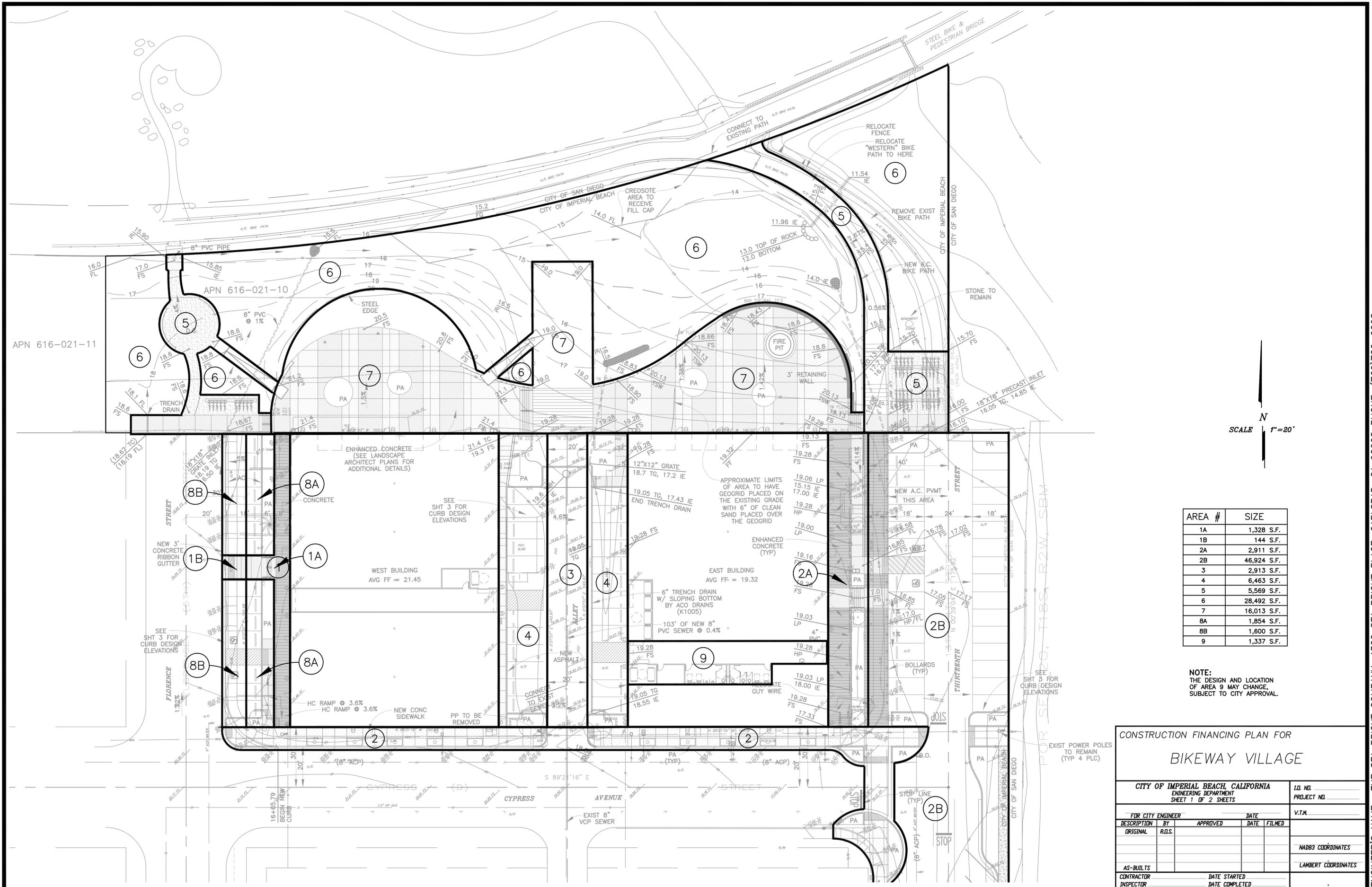
SITE PLAN

LEGAL DESCRIPTION OF PROPERTY

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

That portion of the Northwest Quarter of the Southeast Quarter of Section 20, Township 18, South, Range 2 West, in the City of San Diego, County of San Diego State of California being described as follows:

BEGINNING at the Southeast corner of said Northwest Quarter of the Southeast Quarter of said Section 20; thence along the Southerly line thereof North $89^{\circ}21'08''$ West, 420.06 feet; thence leaving said Southerly line North $00^{\circ}37'24''$ East, 87.74 feet to the Southerly line of said San Diego and Arizona Eastern Railway right-of-way, said point being a point on a curve concave to the North having a radius of 997.95 feet, to which said beginning a radial bears South $00^{\circ}20'53''$ West; thence Easterly 434.13 feet along said curve through a central angle of $24^{\circ}55'29''$ to the Easterly line of said Northwest Quarter of the Southeast Quarter; thence along said Easterly line South $00^{\circ}38'17''$ West 182.87 feet to the POINT OF BEGINNING.



AREA #	SIZE
1A	1,328 S.F.
1B	144 S.F.
2A	2,911 S.F.
2B	46,924 S.F.
3	2,913 S.F.
4	6,463 S.F.
5	5,569 S.F.
6	28,492 S.F.
7	16,013 S.F.
8A	1,854 S.F.
8B	1,600 S.F.
9	1,337 S.F.

NOTE:
THE DESIGN AND LOCATION
OF AREA 9 MAY CHANGE,
SUBJECT TO CITY APPROVAL.

CONSTRUCTION FINANCING PLAN FOR
BIKEWAY VILLAGE

CITY OF IMPERIAL BEACH, CALIFORNIA ENGINEERING DEPARTMENT SHEET 1 OF 2 SHEETS		ID. NO. PROJECT NO.
FOR CITY ENGINEER	DATE	V.T.M.
DESCRIPTION	BY	APPROVED
ORIGINAL	R.D.S.	DATE
		FILMED
		NAD83 COORDINATES
		LAMBERT COORDINATES
AS-BUILTS	DATE STARTED	
CONTRACTOR	DATE COMPLETED	
INSPECTOR		

EXHIBIT 2

BUDGET EXHIBIT
BIKEWAY VILLAGE

	<u>Totals</u>
I. Direct Costs	
On/Off-Site Improvements	\$2,514,085
Building Rehabilitation	\$1,479,919
Tenant Improvements	\$0
Contingency	<u>\$199,700</u>
Subtotal Direct Costs	\$4,193,704
II. Indirect Costs	
Architecture & Engineering (1)	\$308,000
Permits & Fees (2)	\$233,000
Legal & Accounting	\$15,000
Taxes & Insurance	\$25,768
Developer Fee	\$119,820
Marketing/Lease-Up	\$0
Contingency	<u>\$0</u>
Subtotal Indirect Costs	\$701,588
III. Financing Costs	
Loan Fees	\$4,676
Interest During Construction	<u>\$73,850</u>
Subtotal Financing Costs	\$78,526
IV. Total Development Costs excl. Acquisition	<u>\$4,973,818</u>

(1) Reflects "Plans & Fees".

(2) Reflects "SDG&E Underground Fee".

SCHEDULE OF PERFORMANCE

I. DEVELOPMENT

1. Submission - Preliminary Construction Drawings, and Preliminary Landscaping and Grading Plans. Developer shall prepare and submit to Agency preliminary construction drawings and preliminary landscaping and grading plans for the Property. Complete.

2. Approval – Preliminary Construction Drawings, and Preliminary Landscaping and Grading Plans. City shall approve or disapprove the preliminary construction drawings and preliminary landscaping and grading plans for the Project. Complete.

3. Submission - Final Construction Drawings and Landscaping and Finish Grading Plans. Developer shall prepare and submit the final construction drawings and the final landscaping and finish grading plans for the Project. Complete.

4. Submission – Final Civil Engineering, Off-Site, Public Improvement Drawings. Developer shall prepare and submit Final Civil Engineering, Off-Site, Public Improvement Drawings for the Project. At least ten (10) days prior to City execution of Implementation Agreement

5. Approval - Final Construction Drawings and Landscaping and Finish Grading Plans. City shall approve or disapprove the final construction drawings and the final landscaping and finish grading plans for the Project. Within fifteen (15) business days after receipt by City.

6. Evidence of Developer Equity. Developer shall provide to City submission of evidence of Developer equity for balance of funds as described in Method of Financing. At least thirty (30) days prior to the City's distribution of funds.
7. Developer's Satisfaction to Conditions Precedent to Distribution of City Public Funds. Developer shall have satisfied all conditions required in accordance with Section III of the OPA. At least thirty (30) days prior to City's distribution of funds.
8. Commencement of Construction. Developer shall commence construction of the Improvements, in accordance with the OPA. Within 30 days after City's approval of Final Plans.
9. Completion of Construction. Developer shall complete construction of the Improvements in accordance with the OPA. On or before fourteen (14) months after commencement of construction.
10. Securing of Tenant Commitments. Developer shall secure tenant leasing commitments for at least 7,500 square feet of leasable area Within 30 days after completion of construction.













METHOD OF FINANCING

This is the Method of Financing attached to the Owner Participation Agreement dated January 31, 2012 as implemented by the Implementation Agreement dated _____ (collectively the "OPA") between the City of Imperial Beach ("City") and Bikeway Village L.L.C., a California limited liability company ("Developer") pertaining to the development of the Project as described in the Project Description attached to the OPA as Exhibit No. 1. (City and Developer are also referred to herein individually as a "Party" or collectively as "Parties". Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the OPA or Project Description, Exhibit 1 to the OPA.

1. Total Development Cost. The parties estimate that the cost of the development of the Site by Developer will be approximately \$4,973,818 to be provided as follows in Section 2 of this Method of Financing.

2. Sources of Financing. The parties anticipate that the costs of the development of the Site and the construction of the improvements thereon (the "Development Costs") shall be financed with a combination of Developer's equity and City project funds (collectively, the "Construction Funding") as set forth in the following chart and as described below:

Source of Funds

Construction

Developer Equity (this will increase or decrease depending upon the actual cost of the Project) \$ 2,738,818

City Project Funds (up to a maximum of) \$ 2,235,000

(to be derived from Bond Proceeds in the amount of \$855,000 and Grant Funds in the amount of \$1,380,000)

TOTAL FUNDING \$ 4,973,818

- a. Equity from the Developer not secured by any deed of trust against the project in the amount of \$2,738,818.

- b. Developer shall be responsible for providing all funds which may be needed to pay for cost overruns and contingencies not otherwise funded by the above-listed funding.
- c. Notwithstanding any other provision of the OPA, including without limitation this Method of Financing, in no event shall the City, Agency or Successor Agency be obligated to make any expenditure under or arising from the OPA and this Method of Financing in excess of the amount of the Project Funds (as defined herein) set forth above. If, for any reason, Grant Funds are not awarded to this Project, it is agreed and understood by the Parties that no City, Agency or Successor Agency funds shall automatically make up the difference of any shortfall. In such a case, Developer is responsible for the costs exceeding the maximum Bond Proceeds of \$855,000 unless and until an amended agreement is negotiated with the City, which the City may, but is not obligated to negotiate.

3. City Project Funds.

- a. Pursuant to the OPA, upon Completion and satisfaction of certain conditions set forth in the OPA, herein, and within the grant agreement provided by the grantor, the San Diego Association of Governments (“SANDAG”), there shall be a City payment of project funds to the Developer in an amount not to exceed \$2,235,000, with such disbursements to be in accord with the conditions and requirements of the OPA, the timing of the Schedule of Performance, this Method of Financing and the terms of the Disbursement Agreement (Exhibit 9 to the OPA). Disbursement of the Grant Funds shall also be in accord with the timing and requirements of the grant agreement with SANDAG. The source of the project funds will be the 2010 Bond Proceeds and Grant Funds, if such grants are awarded to the Project, and are available to the Developer for the Project, but the total amount from Bond Proceeds and Grant Funds together will not exceed \$2,235,000. Funding contributions from the City for the Project, derived from Bond Proceeds and Grant Funds together shall be referred to as “Project Funds”. The City has determined that the important public purposes of the OPA cannot be achieved unless the City provides Developer with the Project Funds as defined in the OPA and provided for in this Method of Financing.

(i) The City Project Funds disbursements shall be made from the City’s 2010 Bond Proceeds and from Grant Funds awarded to the Project, both as defined in Section 2.B. of the Implementation Agreement to the Owner Participation Agreement.

- b. The City’s obligation to pay Developer shall only occur upon the Developer’s satisfaction of all conditions precedent to City disbursement of Project Funds and in particular, Developers completion of work to

City's satisfaction and Developer presenting invoices and other evidence of actual costs expended for such work. The Project Funds will be paid as reimbursement to Developer for actual costs expended on certain public improvements, in a manner consistent with the Disbursement Agreement. Disbursement of Grant Funds will also be consistent with the terms of the grant agreement with SANDAG. Besides reimbursement for the cost of construction of certain public improvements, the Project Funds also serve as consideration for Developer's transfer to City of public easements on certain portions of the Site as described in the Grants of Public Easement, Exhibits 6A-6D to the OPA, incorporated herein by this reference.

- c. Project Funds will be used to pay for: (i) improvements to portions of the Site on which public easements will be granted, including the access areas next to and between the buildings (identified as Areas 1A, 2A, 4 and 8A on the Numbered Areas of Site, Exhibit 1-D to the OPA); (ii) Developer transfer of easements to the City allowing public access to and onto bicycle ramps, patio area, overlook structure, public restrooms and preservation of open space (identified as Areas 5, 7, 9 and 6, respectively, on the Numbered Areas of Site) and (iii) improvements to off-site public improvements on Florence Street, Cypress Street, 13th Street and in the alley between the buildings (identified as Areas 1B, 2, 2B, 3 and 8B on the Numbered Areas of Site.) These improvements will consist of additional on-street public parking, new curbs, gutters, and sidewalks, street trees, street lighting, landscaping, an enhanced intersection and crosswalks at 13th Street and Cypress Avenue, Class II Bike Lanes in 13th Street and a Class I Bike Lane "Boardwalk" in 13th Street north of Cypress Avenue accessing the Bayshore Bikeway.
- d. From the Project Funds, the City shall pay to Developer up to 38% of the Project Funds in partial reimbursement of the cost of on-site and off-site public improvements described in Section 3.c.(i) and (iii) above, after such improvements are complete.
- e. The City shall pay to Developer up to 42% of the remaining Project Funds for reimbursement of construction costs after completion of the Bikeway Parcel Improvements (as those improvements are defined in the Project Description, Exhibit 1 to the OPA).
- f. The City shall pay to Developer an amount up to the maximum of the Project Funds, after completion of the entire Project, including the Eastern and Western Parcel Improvements; a final building permit is acquired by Developer for both Eastern and Western Buildings; and Developer has secured, to the City's satisfaction, leasing commitments for at least 7,500 square feet of the gross leasable area of the Project within 30 days after completion of construction of the Project.

- g. If Developer fails to complete the Project (as described in the Project Description) within the timelines set within Schedule of Performance or the grant agreement with SANDAG, the City shall retain any and all remaining Project Funds. In any event, City shall at all times retain any accrued interest on the Project Funds.

5. Project Budget. The parties anticipate that all Development Costs shall be as set forth in the Project Budget attached to the OPA as Exhibit No. 2 (the "Project Budget"), incorporated herein by this reference. The Project Budget shall be subject to change from time-to-time, subject to the prior written approval of material changes by the City Manager or designee (which approval shall not be unreasonably withheld), upon which approval the Project Budget shall be replaced by the approved revised Project Budget.

6. Evidence of Financing. The sum of the sources of funds described in Section 2 of this Method of Financing shall be sufficient at all times to pay all Development Costs as set forth in the most recently approved Project Budget. Within the time provided therefore in the Schedule of Performance (Exhibit No. 3 to the OPA), Developer shall submit for City review and approval, evidence of such financing or equity, including all statements reflecting Developer's Equity or access to Construction Funding, if any. The City shall not unreasonably withhold its approval. Developer shall provide written certification to the City that such financing documents are true and correct copies of the actual documents provided to Developer by finance institutions on or before the closing date for the Project.

7. Subordination. The Agreement Affecting Real Property and covenants described in the Maintenance Agreement and Grant(s) of Public Easement shall be senior and first priority to any lien or deed of trust securing any other financing for the Project. Upon request, the Developer shall secure execution of such reasonable instruments as may be necessary to subordinate any deed of trust securing a loan, and any regulatory agreements to be recorded in connection therewith.

8. Method of Financing Part of Agreement. This Exhibit No. 5 is part of the OPA and is subject to all of the terms and conditions thereof.

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, California 91932

FREE RECORDING REQUESTED
BY CITY OF IMPERIAL BEACH
(SEE GOVERNMENT CODE 6103)
NO DOCUMENTARY TAX DUE

GRANT OF PUBLIC EASEMENT

A. WHEREAS, the City of Imperial Beach, a municipal corporation (the "City"), is engaged in activities necessary and appropriate to carry out the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area (the "Project Area"); and

B. WHEREAS, in furtherance of said redevelopment activities, the City and Bikeway Village, L.L.C., a California limited liability company, (the "Grantor"), entered into an Owner Participation Agreement dated January 31, 2012 as implemented by the Implementation Agreement between those parties dated _____ (collectively referred to as the "OPA") for redevelopment of the Site, as defined below. The OPA is a public document and on file as Document No. _____ with the Clerk for the City of Imperial Beach. Any capitalized terms not defined herein shall take on those meanings ascribed in the OPA; and

C. WHEREAS, as a material inducement to the City for entering into the OPA with Grantor, the Grantor agreed to grant to the City public easements on land owned by Grantor situated in the City of Imperial Beach and County of San Diego, State of California, more particularly illustrated on Exhibit A and described on Exhibit B (the "Public Easement"). Said Public Easement lies within Grantor's development site (the "Site", illustrated in Exhibit C and described in Exhibit D). Grantor proposes to construct an adaptive reuse of two existing warehouse structures ("West Building" and "East Building") with a variety of retail, commercial, recreational and personal service uses, as well as a public overlook area, bicycle parking, public restrooms, bicyclist rest areas, improved bike paths and bikeway access ramps on the Site pursuant to the OPA (the "Project"); and

D. WHEREAS, Grantor and City have entered into a Maintenance Agreement (the "Maintenance Agreement") concerning the perpetual maintenance of the Public Easement to the

bikeway access paths and surrounding landscaping and other improvements for the benefit of the City and public and maintenance for the useful life of the bikeway ramps, patio and overlook structures and public restroom in the East Building, which useful life is not to be less than fifty-five (55) years.

NOW THEREFORE, for valuable consideration, the sufficiency of which being hereby acknowledged, Grantor does hereby grant to the City a perpetual public easement over, along, across, and about the surface of the Public Easement for exclusive use as public bikeway and pedestrian access as well as the portions of Grantor's property used as access to the overlook structure from between and around the sides of the West and East Buildings, for operation in accordance with City practices and in a manner that is compatible with the Bayshore Bikeway use and comparable to other public access uses in the Project Area. Grantor and City further agree:

1. Use of the Public Easement as access to the bikeway, patio and overlook structure according to the City's custom and practice for public areas within the Project Area, subject to any specific use permit(s) and limitations held by Grantor with respect to any portion of the Public Easement, such as the City's right to provide for hours of curfew within a portion or all of the Public Easement similar to hours of curfew placed from time to time by City on other public areas within the Project Area.

2. Grantor shall have the right at all times to eject or cause the ejection from the Public Easement of any person causing any public or private nuisance. Grantor, however, makes no representations or warranties, express or implied, regarding security in, for or around the Public Easement and shall have no obligation to provide or maintain security therefor.

3. Any improvements which Grantor or Grantee may construct within or adjacent to the Public Easement shall meet the requirements and reservations of the Grant of Easement and shall be constructed in strict compliance with plans and specifications approved by the City.

- a. Grantor shall, according to the terms of the OPA, construct an overlook structure adjacent to the Bayshore Bikeway. When constructed, such overlook structure shall be constructed and maintained by Grantor to provide sufficient structural support for, and to accommodate, the anticipated public use of such improvements.
- b. Grantor shall be responsible for determining and representing to the City, prior to the City's approval of plans and specifications for installation of the overlook structure, whether such plans are prepared by Grantor or others, that installation and use of the overlook structure is in accordance with such plans and specifications. The City shall not be liable or responsible for the structural integrity of the overlook structure and/or the utility thereof as a public overlook structure for public use; it shall be Grantor's sole obligation to provide sufficient structural support for, and

to accommodate, the overlook structure constructed within the Public Easement as provided by this paragraph 3.

- c. Grantor further agrees, at its sole cost and expense to repair and maintain any improvements under the Public Easement to provide sufficient structural support for, and to accommodate the overlook structure constructed within the Public Easement and further, Grantor agrees to promptly reconstruct and restore any improvements to the overlook structure upon the occurrence of any damage or destruction thereto from any cause, with sufficient structural integrity to support and accommodate the public use thereof.

4. Grantor agrees to and shall defend, indemnify and hold City and its officers, employees, contractors and agents harmless from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person (including, without limitation, the City) which shall occur on or adjacent to the Public Easement in connection with the activities of Grantor under this Grant of Public Easement, and which shall be directly or indirectly caused by any acts done or any errors or omissions of, or neglect by, Grantor or its officers, employees, contractors, agents, tenants, guests, or permittees.

5. Grantor shall at all times maintain bodily injury and property damage liability insurance covering the matters referred to in the preceding paragraph, with coverage of at least \$3,000,000 combined single limit. Such insurance shall name the City and its respective officers, employees, contractors and agents as additional insureds. Grantor shall furnish, or cause to be furnished, to City duplicate originals or appropriate certificates of such insurance to demonstrate that such insurance is continuously in effect.

6. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the covenants provided for in this Grant of Public Easement both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of City and such covenants shall run in favor of City for the entire period during which such covenant shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City shall have the right, in the event of any breach of any such covenant, agreement or condition, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of covenant, agreement or condition.

7. City shall not make any alterations to the improvements in the Public Easement unless such alterations reasonably accommodate the use of the Public Easement in accordance

with this Grant of Public Easement, the Maintenance Agreement, and any specific use permit(s) held by Grantor with respect to the Public Easement.

8. This Grant of Public Easement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed as of this ____ day of _____, 2015.

BIKEWAY VILLAGE, L.L.C.,
a California limited liability company
(Grantor)

By: _____
Title: _____

CITY ACCEPTANCE OF GRANT OF PUBLIC EASEMENT
APPEARS ON THE FOLLOWING PAGE

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this instrument to the City of Imperial Beach, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Imperial Beach, and City consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Assistant City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, ____ before me, _____, 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-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, ____ before me, _____, 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-----

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Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Exhibit A

MAP OF PUBLIC EASEMENT

[To be added.]

Exhibit B

DESCRIPTION OF PUBLIC EASEMENT

[To be added.]

Exhibit C

MAP OF SITE

[To be added.]

Exhibit D

DESCRIPTION OF SITE

[To be added.]

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, California 91932

FREE RECORDING REQUESTED
BY CITY OF IMPERIAL BEACH
(SEE GOVERNMENT CODE 6103)
NO DOCUMENTARY TAX DUE

GRANT OF PUBLIC EASEMENT

A. WHEREAS, the City of Imperial Beach, a municipal corporation (the "City"), is engaged in activities necessary and appropriate to carry out the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area (the "Project Area"); and

B. WHEREAS, in furtherance of said redevelopment activities, the City and Bikeway Village, L.L.C., a California limited liability company, (the "Grantor"), entered into an Owner Participation Agreement dated January 26, 2012 as implemented by the Implementation Agreement between those parties dated _____ (collectively referred to as the "OPA") for redevelopment of the Site, as defined below. The OPA is a public document and on file as Document No. _____ with the Clerk for the City of Imperial Beach. Any capitalized terms not defined herein shall take on those meanings ascribed in the OPA; and

C. WHEREAS, as a material inducement to the City for entering into the OPA with Grantor, the Grantor agreed to grant to the City public easements on land owned by Grantor situated in the City of Imperial Beach and County of San Diego, State of California, more particularly illustrated on Exhibit A and described on Exhibit B (the "Public Easement"). Said Public Easement lies within Grantor's development site (the "Site", illustrated in Exhibit C and described in Exhibit D). Grantor proposes to construct an adaptive reuse of two existing warehouse structures ("West Building" and "East Building") with a variety of retail, commercial, recreational and personal service uses, as well as a public overlook area, bicycle parking, public restrooms, bicyclist rest areas, improved bike paths and bikeway access ramps on the Site pursuant to the OPA (the "Project"); and

D. WHEREAS, Grantor and City have entered into a Maintenance Agreement (the "Maintenance Agreement") concerning the perpetual maintenance of the Public Easement to the

bikeway access paths and surrounding landscaping and other improvements for the benefit of the City and public and maintenance for the useful life of the bikeway ramps, patio and overlook structures and public restroom in the East Building, which useful life is not to be less than fifty-five (55) years.

NOW THEREFORE, for valuable consideration, the sufficiency of which being hereby acknowledged, Grantor does hereby grant an access easement to the City for a public easement for the useful life of the patio area and overlook structure located to the north of the West and East Buildings and to and in the public restroom in the East Building which useful life of such structures and restroom is not to be less than fifty-five (55) years.

Grantor and City further agree:

1. Use of the Public Easement is for access to the bikeway, patio and overlook structure, use of the patio and overlook structure and access to and use of the public restroom according to the City's custom and practice for public areas within the Project Area, subject to any specific use permit(s) and limitations held by Grantor with respect to any portion of the Public Easement, such as the City's right to provide for hours of curfew within a portion or all of the Public Easement similar to hours of curfew placed from time to time by City on other public areas within the Project Area. The Public Easement to the patio and overlook areas (depicted as Area 7 on the Numbered Areas of Site, Exhibit A, hereto, may be limited on portions of those areas by the Alcohol Beverage Control license use limitations pertaining to those areas. The Public Easement over Area 7 will also be subject to Grantor's reservation of use for tables reserved by building tenants for their customer use. The Public Easement may be further limited by Grantor's occasional special uses such as previously reserved space for private events sponsored by a building tenant.

2. Grantor shall have the right at all times to eject or cause the ejection from the Public Easement of any person causing any public or private nuisance. Grantor, however, makes no representations or warranties, express or implied, regarding security in, for or around the Public Easement and shall have no obligation to provide or maintain security therefor.

3. Any improvements which Grantor or Grantee may construct within or adjacent to the Public Easement shall meet the requirements and reservations of the Grant of Easement and shall be constructed in strict compliance with plans and specifications approved by the City.

- a. Grantor shall, according to the terms of the OPA, construct an overlook structure adjacent to the Bayshore Bikeway. When constructed, such overlook structure shall be constructed and maintained by Grantor to provide sufficient structural support for, and to accommodate, the anticipated public use of such improvements.
- b. Grantor shall be responsible for determining and representing to the City, prior to the City's approval of plans and specifications for installation of

the overlook structure, whether such plans are prepared by Grantor or others, that installation and use of the overlook structure is in accordance with such plans and specifications. The City shall not be liable or responsible for the structural integrity of the overlook structure and/or the utility thereof as a public overlook structure for public use; it shall be Grantor's sole obligation to provide sufficient structural support for, and to accommodate, the overlook structure constructed within the Public Easement as provided by this paragraph 3.

- c. Grantor further agrees, at its sole cost and expense to repair and maintain any improvements under the Public Easement to provide sufficient structural support for, and to accommodate the overlook structure constructed within the Public Easement and further, Grantor agrees to promptly reconstruct and restore any improvements to the overlook structure upon the occurrence of any damage or destruction thereto from any cause, with sufficient structural integrity to support and accommodate the public use thereof.

4. Grantor agrees to and shall defend, indemnify and hold City and its officers, employees, contractors and agents harmless from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person (including, without limitation, the City) which shall occur on or adjacent to the Public Easement in connection with the activities of Grantor under this Grant of Public Easement, and which shall be directly or indirectly caused by any acts done or any errors or omissions of, or neglect by, Grantor or its officers, employees, contractors, agents, tenants, guests, or permittees.

5. Grantor shall at all times maintain bodily injury and property damage liability insurance covering the matters referred to in the preceding paragraph, with coverage of at least \$3,000,000 combined single limit. Such insurance shall name the City and its respective officers, employees, contractors and agents as additional insureds. Grantor shall furnish, or cause to be furnished, to City duplicate originals or appropriate certificates of such insurance to demonstrate that such insurance is continuously in effect.

6. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the covenants provided for in this Grant of Public Easement both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of City and such covenants shall run in favor of City for the entire period during which such covenant shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City shall have the right, in the event of any breach of any such covenant, agreement or condition, to exercise all the rights and remedies, and to maintain any actions at law or suit in

equity or other proper proceedings to enforce the curing of such breach of covenant, agreement or condition.

7. City shall not make any alterations to the improvements in the Public Easement unless such alterations reasonably accommodate the use of the Public Easement in accordance with this Grant of Public Easement, the Maintenance Agreement, and any specific use permit(s) held by Grantor with respect to the Public Easement.

8. This Grant of Public Easement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed as of this ____ day of _____, 2015.

BIKEWAY VILLAGE, L.L.C.,
a California limited liability company
(Grantor)

By:

Its

CITY ACCEPTANCE OF GRANT OF PUBLIC EASEMENT
APPEARS ON THE FOLLOWING PAGE

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by this instrument to the City of Imperial Beach, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Imperial Beach, and City consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Assistant City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, ____ before me, _____, 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-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
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STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, ____ before me, _____, 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-----

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Number of Pages: _____ Signer(s) Other Than Named Above: _____

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Signer's Name: _____
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 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Exhibit A

MAP OF PUBLIC EASEMENT

[To be added.]

Exhibit B

DESCRIPTION OF PUBLIC EASEMENT

[To be added.]

Exhibit C

MAP OF SITE

[To be added.]

Exhibit D

DESCRIPTION OF SITE

[To be added.]

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, California 91932

FREE RECORDING REQUESTED
BY CITY OF IMPERIAL BEACH
(SEE GOVERNMENT CODE 6103)
NO DOCUMENTARY TAX DUE

GRANT OF PUBLIC EASEMENT
(Open Space)

A. WHEREAS, the City of Imperial Beach, a municipal corporation (the "City"), is engaged in activities necessary and appropriate to carry out the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area (the "Project Area"); and

B. WHEREAS, in furtherance of said redevelopment activities, the City and Bikeway Village, L.L.C., a California limited liability company, (the "Grantor"), entered into an Owner Participation Agreement dated January 31, 2012 as implemented by the Implementation Agreement between those parties dated _____ (collectively referred to as the "OPA") for redevelopment of the Site, as defined below. The OPA is a public document and on file as Document No. _____ with the Clerk for the City of Imperial Beach. Any capitalized terms not defined herein shall take on those meanings ascribed in the OPA; and

C. WHEREAS, as a material inducement to the City for entering into the OPA with Grantor, the Grantor agreed to grant to the City a public easement on land owned by Grantor situated in the City of Imperial Beach and County of San Diego, State of California, more particularly illustrated on Exhibit A and described on Exhibit B (the "Public Easement"). Said Public Easement lies within Grantor's development site (the "Site", illustrated in Exhibit C and described in Exhibit D). Grantor proposes to construct an adaptive reuse of two existing warehouse structures ("West Building" and "East Building") with a variety of retail, commercial, recreational and personal service uses, as well as a public overlook area, bicycle parking, public restrooms, bicyclist rest areas, improved bike paths and bikeway access ramps on the Site pursuant to the OPA (the "Project") and preservation of certain area as open space; and

D. WHEREAS, Grantor and City have entered into a Maintenance Agreement (the "Maintenance Agreement") concerning the perpetual maintenance of the Public Easement to the

bikeway access paths and surrounding landscaping for the benefit of the City and public and maintenance for the useful life of the bikeway ramps, patio and overlook structures and public restroom in the East Building, which useful life is not to be less than fifty-five (55) years.

NOW THEREFORE, for valuable consideration, the sufficiency of which being hereby acknowledged, Grantor does hereby grant to the City a perpetual public easement over, along, across, and above the surface of the Public Easement for exclusive use as open space, to be left in its natural state, undisturbed and protected, and maintained in accordance with City practices for land designated as open space and comparable to other areas designated as open space in the Project Area.

Grantor and City further agree:

1. Grantor shall have the right at all times to eject or cause the ejection from the Public Easement of any person causing any public or private nuisance. Grantor, however, makes no representations or warranties, express or implied, regarding security in, for or around the Public Easement and shall have no obligation to provide or maintain security therefor.

2. Any improvements which Grantor or Grantee may construct adjacent to the Public Easement shall meet the requirements and reservations of the Grant of Easement and shall be constructed in strict compliance with plans and specifications approved by the City.

3. Grantor agrees to and shall defend, indemnify and hold City and its officers, employees, contractors and agents harmless from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person (including, without limitation, the City) which shall occur on or adjacent to the Public Easement in connection with the activities of Grantor under this Grant of Public Easement, and which shall be directly or indirectly caused by any acts done or any errors or omissions of, or neglect by, Grantor or its officers, employees, contractors, agents, tenants, guests, or permittees.

4. Grantor shall at all times maintain bodily injury and property damage liability insurance covering the matters referred to in the preceding paragraph, with coverage of at least \$3,000,000 combined single limit. Such insurance shall name the City and its respective officers, employees, contractors and agents as additional insureds. Grantor shall furnish, or cause to be furnished, to City duplicate originals or appropriate certificates of such insurance to demonstrate that such insurance is continuously in effect.

5. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the covenants provided for in this Grant of Easement both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of City and such covenants shall run in favor of City

for the entire period during which such covenant shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City shall have the right, in the event of any breach of any such covenant, agreement or condition, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of covenant, agreement or condition.

6. This Grant of Public Easement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed as of this ____ day of _____, 2015.

BIKEWAY VILLAGE, L.L.C.,
a California limited liability company
(Grantor)

By:

Its

CITY ACCEPTANCE OF GRANT OF PUBLIC EASEMENT
APPEARS ON THE FOLLOWING PAGE

Exhibit A

MAP OF PUBLIC EASEMENT

[To be added.]

Exhibit B

DESCRIPTION OF PUBLIC EASEMENT

[To be added.]

Exhibit C

MAP OF SITE

[To be added.]

Exhibit D

DESCRIPTION OF SITE

[To be added.]

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, California 91932

FREE RECORDING REQUESTED
BY CITY OF IMPERIAL BEACH
(SEE GOVERNMENT CODE 6103)
NO DOCUMENTARY TAX DUE

GRANT OF PUBLIC EASEMENT
(Open Space)

A. WHEREAS, the City of Imperial Beach, a municipal corporation (the “City”), is engaged in activities necessary and appropriate to carry out the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area (the “Project Area”); and

B. WHEREAS, in furtherance of said redevelopment activities, the City and Bikeway Village, L.L.C., a California limited liability company, (the “Grantor”), entered into an Owner Participation Agreement dated January 31, 2012 as implemented by the Implementation Agreement between those parties dated _____ (collectively referred to as the “OPA”) for redevelopment of the Site, as defined below. The OPA is a public document and on file as Document No. _____ with the Clerk for the City of Imperial Beach. Any capitalized terms not defined herein shall take on those meanings ascribed in the OPA; and

C. WHEREAS, as a material inducement to the City for entering into the OPA with Grantor, and in compliance with the Coastal Commission Special Condition number 1 for the Coastal Commission permit approval, the Grantor agrees to grant to the City a public easement on land owned by Grantor situated in the City of Imperial Beach and County of San Diego, State of California, more particularly illustrated on Exhibit A and described on Exhibit B (the "Public Easement"). Said Public Easement lies within Grantor’s development site (the “Site”, illustrated in Exhibit C and described in Exhibit D). Grantor proposes to construct an adaptive reuse of two existing warehouse structures (“West Building” and “East Building”) with a variety of retail, commercial, recreational and personal service uses, as well as a public overlook area, bicycle parking, public restrooms, bicyclist rest areas, improved bike paths and bikeway access ramps on the Site pursuant to the OPA (the “Project”) and dedicate preservation of certain area of the Site as open space; and

D. WHEREAS, Grantor and City have entered into a Maintenance Agreement (the "Maintenance Agreement") concerning the perpetual maintenance of this Public Easement and on the bikeway access paths and surrounding landscaping for the benefit of the City and public, and maintenance for the useful life of the bikeway ramps, patio and overlook structures and public restroom in the East Building, which useful life is not to be less than fifty-five (55) years.

NOW THEREFORE, for valuable consideration, the sufficiency of which being hereby acknowledged, Grantor does hereby grant to the City a perpetual public easement over, along, across, and about the surface of the Public Easement for exclusive use as open space, to be left in its natural state, undisturbed and protected, and maintained in accordance with City practices for land designated as open space and comparable to other areas designated as open space in the Project Area.

Grantor and City further agree:

1. Grantor shall have the right at all times to eject or cause the ejection from the Public Easement of any person causing any public or private nuisance. Grantor, however, makes no representations or warranties, express or implied, regarding security in, for or around the Public Easement and shall have no obligation to provide or maintain security therefor.

2. No development, as defined in Section 30106 of the Coastal Act shall occur in the area generally described as the northeast corner of the parcel APN 616-021-10 from the parcel line west to the area shown as the "Area to be Designated Open Space" in Exhibit A hereto, except for optional planting and/or maintenance of native coastal sage scrub vegetation. The purpose of this easement is to ensure the area is retained predominately in its natural, scenic, historical, and open-space condition.

3. Any improvements which Grantor or Grantee may construct adjacent to this Public Easement shall meet the requirements and reservations of the Grant of Easement and shall be constructed in strict compliance with plans and specifications approved by the City.

4. Grantor agrees to and shall defend, indemnify and hold City and its officers, employees, contractors and agents harmless from and against all claims, liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person (including, without limitation, the City) which shall occur on or adjacent to the Public Easement in connection with the activities of Grantor under this Grant of Public Easement, and which shall be directly or indirectly caused by any acts done or any errors or omissions of, or neglect by, Grantor or its officers, employees, contractors, agents, tenants, guests, or permittees.

5. Grantor shall at all times maintain bodily injury and property damage liability insurance covering the matters referred to in the preceding paragraph, with coverage of at least \$3,000,000 combined single limit. Such insurance shall name the City and its respective

officers, employees, contractors and agents as additional insureds. Grantor shall furnish, or cause to be furnished, to City duplicate originals or appropriate certificates of such insurance to demonstrate that such insurance is continuously in effect.

6. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the covenants provided for in this Grant of Easement both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of City and such covenants shall run in favor of City for the entire period during which such covenant shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City shall have the right, in the event of any breach of any such covenant, agreement or condition, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of covenant, agreement or condition.

7. This Grant of Public Easement shall run with the land, and be binding and inure to the City, the Grantor, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of this ____ day of _____, 2015.

BIKEWAY VILLAGE, L.L.C.,
a California limited liability company
(Grantor)

By:

Its

CITY ACCEPTANCE OF GRANT OF PUBLIC EASEMENT
APPEARS ON THE FOLLOWING PAGE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

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

WITNESS my hand and official seal.

Notary Public

Exhibit A

MAP OF PUBLIC EASEMENT

[To be added.]

Exhibit B

DESCRIPTION OF PUBLIC EASEMENT

The northeast corner of the parcel APN 616-021-10 from the parcel line west to the area shown as the limit of work as depicted on the Map of Site, Exhibit C, below.

Exhibit C

MAP OF SITE

[To be added.]

Exhibit D

DESCRIPTION OF SITE

LEGAL DESCRIPTION OF PROPERTY

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

That portion of the Northwest Quarter of the Southeast Quarter of Section 20, Township 18, South, Range 2 West, in the City of San Diego, County of San Diego State of California being described as follows:

BEGINNING at the Southeast corner of said Northwest Quarter of the Southeast Quarter of said Section 20; thence along the Southerly line thereof North $89^{\circ}21'08''$ West, 420.06 feet; thence leaving said Southerly line North $00^{\circ}37'24''$ East, 87.74 feet to the Southerly line of said San Diego and Arizona Eastern Railway right-of-way, said point being a point on a curve concave to the North having a radius of 997.95 feet, to which said beginning a radial bears South $00^{\circ}20'53''$ West; thence Easterly 434.13 feet along said curve through a central angle of $24^{\circ}55'29''$ to the Easterly line of said Northwest Quarter of the Southeast Quarter; thence along said Easterly line South $00^{\circ}38'17''$ West 182.87 feet to the POINT OF BEGINNING.

Recording Requested by,
and When Recorded, return to:
THE CITY OF IMPERIAL BEACH
Attn: City Manager
825 Imperial Beach Boulevard
Imperial Beach, California 91932

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BIKEWAY VILLAGE PROJECT

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY (the "Agreement") is entered into this _____ day of _____, 2015, by and between the CITY OF IMPERIAL BEACH, a municipal corporation (hereinafter referred to as the "City") and BIKEWAY VILLAGE, L.L.C. (hereinafter referred to as the "Developer") with reference to the following:

A. The Developer is the present owner of the real property (the "Property") located in the City of Imperial Beach, County of San Diego, State of California legally described in the attached Exhibit A.

B. The Property is within the Palm Avenue/Commercial Redevelopment Project Area in the City of Imperial Beach and is subject to the provisions of the Redevelopment Plan for the Project adopted by Ordinance No. 96-901 on February 6, 1996 by the City Council of the City of Imperial Beach, as amended.

C. This Agreement acknowledges and provides that the Developer shall develop the Property in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain "Owner Participation Agreement" entered into between the City and the Developer on January 26, 2012 as implemented by the Implementation Agreement and entered into between those parties on _____.

NOW, THEREFORE, THE CITY AND THE DEVELOPER AGREE AS FOLLOWS:

1. The Developer hereby covenants and agrees for itself, its successors, its assigns and every successor in interest that the Property shall be developed and used in accordance with

the Redevelopment Plan, and pursuant to the terms and provisions of the Owner Participation Agreement and Implementation Agreement.

2. The Developer hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that the Developer, such successors and such assigns, shall develop, maintain and use the Property only as follows:

- a. During the time the Redevelopment Plan is in effect, the Property shall be devoted only to the development permitted and the uses specified in the applicable provisions of the Redevelopment Plan and this Agreement, whichever document is more restrictive.
- b. The Developer proposes to construct the renovation and refurbishment of two existing warehouse structures for ultimate reuse of those buildings with a variety of retail, commercial, recreational and personal service uses on this Property. The Developer will also construct a patio area adjacent to the bikeway, bicycle parking, public restrooms, bicyclist rest areas, improved bike paths, bikeway access ramps and additional public parking.
- c. The Developer shall maintain the improvements on the Property and in the public rights-of-way and easements and shall keep the Property and such public rights-of-way and easements free from any accumulation of debris or waste materials. The Developer shall also maintain the required landscaping on the Property and in such public rights-of-way and easements in a safe and healthy condition.

3. The Developer covenants and agrees for itself, its successors, its 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 sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenants shall run with the land.

4. Developer covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof or interest therein, there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, sexual orientation, marital status, race, color, creed, religion, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property.

All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- 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.”

Notwithstanding the preceding paragraph, the provisions relating to discrimination on the basis of familial status shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code nor be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the preceding paragraph.

- b. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

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

Notwithstanding the preceding paragraph, the provisions relating to discrimination on the basis of familial status shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code nor be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the

Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the preceding paragraph.

- 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.”

5. All conditions, covenants and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the City, its successors and assigns, against the Developer, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof.

6. Every covenant and condition and restriction contained in this Agreement shall remain in effect in perpetuity.

7. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that the City shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of the City, and such covenants shall run in favor of the City for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

IN WITNESS WHEREOF, the City and the Developer have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of _____, 2015.

CITY OF IMPERIAL BEACH

Date: _____

By: _____
Andy Hall
City Manager

APPROVED AS TO FORM AND LEGALITY

City Attorney

By: _____
Jennifer Lyon

Kane, Ballmer & Berkman
City Special Counsel

By: _____
Carol A. Leone

DEVELOPER

BIKEWAY VILLAGE L.L.C.
A California Limited Liability Company

By: _____

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, ____ before me, _____,
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-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above:

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Exhibit "A"

LEGAL DESCRIPTION OF PROPERTY

[TO BE ADDED]

Recording Requested By and
When Recorded, Mail To:

City of Imperial Beach
c/o City Manager's Office
825 Imperial Beach Boulevard
Imperial Beach, California 91932

Free Recording Requested
Per Government Code § 6103

BIKEWAY VILLAGE PROJECT
MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement") is entered into this day of _____, 2015, by and between the CITY OF IMPERIAL BEACH, a municipal corporation (the "City"), and BIKEWAY VILLAGE L.L.C., a California limited liability company, (the "Developer") with reference to the following:

A. The City is engaged in activities necessary and appropriate to carry out the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area.

B. As part of such activities the City and the Developer entered into that certain Owner Participation Agreement dated January 26, 2012, which is a public document on file in the offices of the City as Document No. _____ and the Implementation Agreement between the same parties dated _____, (collectively, the "OPA").

C. Pursuant to the OPA, the Developer has agreed to improve that certain real property designated herein as the "Site" (as illustrated on the Site Map attached hereto and incorporated herein as Exhibit A, and as described in the Description of the Site attached hereto and incorporated herein as Exhibit B). All capitalized terms herein not defined in this agreement shall have the definition assigned to them in the OPA or its other exhibits, including the Project Description.

D. Also pursuant to the OPA, the Developer has agreed to improve the Site, as described and depicted on the attached Concept Drawings ("Concept Drawings") attached hereto and incorporated herein as Exhibit C.

E. Also pursuant to the OPA, the Developer and its successors in interest to the Site shall maintain, repair and replace the improvements installed on the Site, and the City and the Developer now desire to enter into and record this Agreement to provide for the terms and conditions of such obligation.

NOW, THEREFORE, in consideration of the premises hereof, and the covenants of the parties set forth in the OPA and this Agreement, the City and the Developer hereby agree as follows:

1. The Developer shall, at its own cost and expense, maintain, repair and replace all the improvements covered by this Agreement to the reasonable satisfaction of the City. The term "Improvements" means (without limitation): (1) the bikeway access ramps, bicycle parking and rest area, (2) the patio and overlook structures, (3) the public restrooms in the East Building on the Eastern Parcel, (4) all plant materials, including trees, shrubs, vines, groundcovers, turf and other plantings; (5) all irrigation components, including water lines, valves, back flow valves, vacuum breakers, beads, electrical wires, controllers, clocks and other elements; (6) all paved surfaces, including paths and platforms; (7) all walls and fences and objects constructed above the ground; (8) all furniture such as benches, trash receptacles, kiosks, fountains, lighting standards and fixtures, and other furnishings; (9) all utility service lines and facilities directly serving public improvements (excluding distribution lines and facilities serving other properties as well), such as French drains, electrical connections, and similar local elements; (10) all other components of the improvements as initially installed by the Developer in accordance with the final working drawings for the improvements described in the OPA and the Concept Drawings; and (11) all public right-of-way improvements immediately adjacent to the West and East Buildings including the improvements on 13th Street north of Cypress Avenue, including paving, landscaping, irrigation, lighting and other improvements located in the above-described area

2. This Agreement does not include and the Developer shall not be responsible for maintenance of the off-site public improvements on 13th Street between Cypress Avenue and Calla Avenue. These public improvements will be maintained by the City upon City acceptance of Developer's construction of those improvements.

3. The Developer agrees to perform all maintenance, repair and replacement work with respect to the Improvements on the Site necessary or appropriate to keep the Improvements in the condition as originally installed. Any plant replacement shall be equal in quality to the then existing vegetation and equal in growth to at least the original installation. The Developer shall furnish and pay for all utilities (water, electricity, etc.), materials, tools and equipment and other labor and supplies needed to perform such work and operate the Improvements. Maintenance work shall include pick up and hauling away of trash on a regular basis.

4. The Developer shall be obligated to restore and/or replace, at its own cost and expense, any Improvements within the Site damaged or destroyed from any cause whatsoever. The Developer shall notify the City as soon as possible and in any event within ten (10) days after the occurrence of any such damage or destruction which will cost more than \$5,000 to restore and/or replace. The Developer shall commence to restore and/or replace the applicable improvements, in accordance with plans and specifications approved by the City (as to any restoration and/or replacement which will cost more than \$5,000), which approval shall not be unreasonably withheld, conditioned or delayed, within thirty (30) days after the occurrence of the damage or destruction, and shall thereafter diligently prosecute to completion the work of restoration and/or replacement. During any period prior to and during the work of restoration and/or replacement, the Developer shall remove, clean up or otherwise protect the damaged or destroyed Improvements as necessary or appropriate to protect the public health and safety. During construction or reconstruction work, the Developer shall control pedestrian and bicyclist access and shall conduct its operation in a safe and orderly manner. The City shall permit the Developer to reasonably control pedestrian and bicyclist access as necessary to meet its obligations hereunder.

5. All work of ordinary maintenance, repair and replacement as referred to in Paragraph 2 above, and all work of restoration and/or replacement as referred to in Paragraph 3 above, shall be performed in a manner so as to keep the Improvements at all times with the type and at least the quality of Improvements initially installed. In addition to the requirements set forth in this Agreement, all work shall be performed in compliance with any maintenance specifications if and as approved by the City comparable to the standards for City parks generally.

6. If the Developer fails at any time, and/or from time to time, to maintain, repair and/or replace any Improvements (or to restore and/or replace such Improvements if damaged or destroyed) as required by this Agreement, then the City may deliver written notice of such failure to the Developer. Such notice shall specify with particularity the condition constituting the failure, the work the City contends is necessary to cure the failure, and the estimated cost of such work. If the failure is not commenced to be cured within thirty (30) days after receipt of the notice, or the cure is not pursued in a continuous and diligent manner and completed within a reasonable period of time after commencement, the City at its option may correct or cause to be corrected said failure. The cost of any such work shall be borne by the Developer. The Developer shall reimburse the City for any costs originally borne by the City within fifteen (15) days after receipt of a written statement from the City specifying the actual cost of such work and the amount of the reimbursement demanded, and if not paid within said fifteen- (15) day period such amount shall bear interest at the Bank of America reference rate on the date of the demand for payment, plus two percent (2%), from the due date until paid to the City.

7. The obligations of the Developer under this Agreement shall commence upon the receipt by the Developer of written notice or notices from the City to proceed. The obligations of the Developer under this Agreement shall remain, in perpetuity, as to the bikeway access paths and the landscaping (as those improvements are described above). The obligations of the Developer under this Agreement shall remain for the useful life of the improvements described as the bicycle ramps, patio and overlook structures and the public restroom in the East Building, which useful life shall not be less than fifty-five (55) years.

8. In performing the services hereunder, the Developer shall comply with all applicable federal, state and local statutes, ordinances and regulations. The Developer shall, at its own cost and expense, secure or cause to be secured, any and all permits which may be required by any governmental agency.

9. During the entire term of this Agreement, the Developer agrees to and shall defend, indemnify and hold the City and its officers, employees, contractors and agents harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Site and which shall be directly or indirectly caused by any acts done thereon by or any negligence, errors or omissions of the Developer or its officers, employees, contractors or agents.

10. During the entire term of this Agreement, the Developer shall furnish or cause to be furnished to the City, duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least Three Million Dollars (\$3,000,000) combined single limit naming the City and its officers, employees, contractors and agents as additional insureds.

11. The Developer agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted, as well as those requirements addressed by the City of Imperial Beach's Equal Opportunity Program, recorded with the City Clerk.

12. All covenants, conditions and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the City and its successors and assigns, against the Developer, its successors and assigns, to or of the Site or any portion thereof or any interest therein. Whenever used herein, the term "Developer" includes, jointly and severally, the original Developer and any successors and assigns to or of the Site or any portion thereof or any interest therein, and any party in possession or occupancy of the Site or portion thereof.

13. In amplification and not in restriction of the provisions set forth in Paragraph 11, it is intended and agreed that the City shall be deemed beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of the City, and such covenants shall run in favor of the City for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

14. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Diego, State of California, in any other appropriate court in that county, or in the Federal District Court in the Southern District of California.

15. In the event that either the City or the Developer shall bring or commence an action or legal proceeding to interpret this Agreement, enforce the terms and conditions of this Agreement, or to obtain damages against the other party arising from any default under or violation of this Agreement, then the prevailing party shall be entitled to and shall be paid reasonable attorneys' fees and court costs as may be fixed by the court or jury.

16. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

17. Formal notices, demands and communications between the City and the Developer shall be in writing and shall be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the addresses of the City or of the Developer as designated below in this Paragraph, and shall be deemed delivered on the third business day after deposit into the United States mail. Such written notices, demands and communications may be sent in the same manner to other addresses as either party may from time to time designate by mail as provided in this Paragraph.

If to the City:

Office of the City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, California 91932

If to the Developer:

Rex Butler, President
Bikeway Village L.L.C.
2 Sandpiper Strand
Coronado, California 92118

18. No change in or addition to this Agreement or any part thereof shall be valid unless in writing and properly executed by the City Manager (or his designee) and an authorized representative of the Developer.

19. It is expressly understood and agreed that this Agreement constitutes the entire maintenance agreement between the Developer and the City.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed on their behalf by their respective officers hereunto duly authorized as of the dates set forth opposite their signatures.

BIKEWAY VILLAGE, L.L.C.,
a California limited liability company
(Developer)

Dated:

By: _____

Name: _____

Title: _____

CITY OF IMPERIAL BEACH,
a municipal corporation

Dated:

By: _____

Assistant City Manager

APPROVED AS TO FORM AND LEGALITY:
City Attorney

By: _____
Jennifer Lyon

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, ____ before me, _____, 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-----

Description of Attached Document

Title or Type of Documents: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

EXHIBIT A

SITE MAP

[To be added.]

EXHIBIT B

LEGAL DESCRIPTION OF THE SITE

[To be added.]

EXHIBIT C

CONCEPT DRAWINGS

[To be added.]

DISBURSEMENT AGREEMENT

(Progress Payments)

THIS DISBURSEMENT AGREEMENT (“Agreement”) is made as of _____, 2015 by and between CITY OF IMPERIAL BEACH, a municipal corporation (“City”) and BIKEWAY VILLAGE, LLC, a California limited liability company (“Developer”). In this Agreement, each of the Developer and City are sometimes individually referred to as a “Party” and collectively as the “Parties”. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

RECITALS

- A. City and Developer have entered into that certain Owner Participation Agreement dated January 26, 2012 and the Implementation Agreement for implementation of the project dated _____, and Exhibits to those documents, all collectively referred to herein as the Owner Participation Agreement (“OPA”). Any capitalized term not otherwise defined in this Agreement shall have the meaning ascribed to such term in the OPA.
- B. As a condition to the OPA, Developer has agreed to design, permit, construct and install certain improvements for the Project (as defined in the OPA) and which are described in Recital C, below. The City shall distribute funds (“Project Funds”) to pay or reimburse Developer for the cost of designing, permitting, constructing and installing certain public improvements for the Project.
- C. The Project consists of an adaptive reuse of two existing warehouse structures (referred to herein as the East Building and West Building) with a variety of retail, commercial, recreational and personal service uses at the 13th street access point to Bayshore Bikeway, as reflected in the Concept Drawings for the Project and shall consist of the installation of the work described in the Concept Drawings, including without limitation, the following, all of which shall meet all applicable City standards (the “Project Improvements”):
 1. Completion of certain off-site public improvements as described in the Project Description, Exhibit 1 to the OPA (“Off-Site Public Improvements”);
 2. Refurbishing the East Building, including exterior and some interior renovation and refurbishment, including the construction of public restrooms, installation of landscaping, and improvement of on-site utilities, parking and driveways (“Eastern Parcel Improvements”);
 3. Refurbishing the West Building, including exterior and some interior renovation and refurbishment, installation of landscaping, and improvement of on-site utilities, parking and driveways (“Western Parcel Improvements”);

4. Landscaping the vacant land on the Bikeway Parcel, installation of bicycle ramps and pathways, and installation of a patio and an overlook structure affixed to the north side of the East and West Buildings (“Bikeway Parcel Improvements”);

D. In order to facilitate the construction of the Project, the Parties have agreed that the City will incrementally provide the Project Funds throughout the course of the Project, in accordance with the Method of Financing, the Schedule of Performance and the Project Budget of the OPA.

NOW, THEREFORE, City and Developer agree as follows:

I. Deposit into Separate City Construction Account.

City shall create a Bikeway Village Construction Account (“Construction Account”) and shall deposit into the Construction Account not less than the sum of \$100,000 (the “Initial Deposit”). Nothing contained herein shall preclude the City from depositing more than the Initial Deposit into the Construction Account.

II. Conditions Precedent.

A. City shall have no obligation to approve disbursement of any funds from the Construction Account to or for Developer for the design, permitting, construction and installation of the Project, unless and until the conditions precedent set forth in this section have been satisfied in full. The Parties acknowledge that execution of this Agreement by City and Developer is a condition precedent to the disbursement from the Construction Account of any funds and that this Agreement provides for disbursement of funds by the City for costs incurred and payments expended by Developer in the design, permitting, construction and installation of the Project.

B. Not later than five (5) Business Days after the satisfaction of the following conditions, City shall deposit the Initial Deposit into the Construction Account:

1. Project Budget. Developer shall have prepared and submitted to the City Manager or his designee (herein referred to as “City Manager”), and the City Manager shall have approved, a line item budget (the “Project Budget”) setting forth all eligible costs and expenses for the planning, construction and installation of the Project. The Project Budget shall not include any amounts to be paid to Developer or any Affiliate of Developer as a management fee, contractor’s fee or for overhead or general conditions, regardless of how characterized. The City Manager shall approve or disapprove the Project Budget within twenty (20) days of a complete submittal. The City Manager shall not unreasonably withhold, condition or delay approval of the Project Budget. The Project Budget may be amended from time-to-time upon the written approval of the Parties, provided that City’s total distribution of Bond Proceeds and Grant Funds (as defined in the OPA) for the Project for public improvements shall not exceed \$2,235,000.00 (the Project Funds), made up of

Bond Proceeds in the amount of \$855,000 and Grant Funds in the amount of \$1,380,000. Notwithstanding the description of disbursements discussed below, disbursements shall not exceed the percentage amounts at certain construction milestones as set out in the Method of Financing, Exhibit 5 to the OPA, or the Grant Agreement between the San Diego Association of Governments (“SANDAG”) and the City under which the Grant Funds will be provided, and incorporated herein by this reference.

2. No default. City shall determine that Developer is not in default of any material obligation under the OPA or any related instrument or agreement.

C. Promptly after the City deposits into the Construction Account the Initial Deposit, Developer shall process the first application for payment to pay for the cost of, among other things, the following:

1. Bond. Developer shall obtain and pay the premium for a contractor’s bond (the “Bond”) covering labor, materials and faithful performance for construction of the Project in an amount equal to one hundred percent (100%) of the construction price set forth in the Method of Financing. Prior to the commencement of construction of the Project, the Bond shall have been approved in writing by the City Manager as to content, form and amount. Developer shall, prior to the commencement of construction of the Project deliver to City a certificate or certificates from the bonding company issuing the Bond, naming the City as an additional obligee under the Bond. Notwithstanding the foregoing, the requirement of this paragraph 2.c.1, shall be deemed satisfied in full by any Bond meeting the requirements of the City of Imperial Beach for public improvements.
2. Insurance. Developer shall obtain and pay the premium for the insurance policies required by Section 9(i) of the OPA, with respect to the construction of the Project by Developer. Developer shall, prior to the commencement of construction of the Project deliver to City a certificate or certificates from the insurance company issuing the insurance policies, naming the City as an additional insured.
3. Other Costs. The City Manager may, in his sole discretion, approve as part of the first application for payment other Project costs, provided such costs are of a minor nature, such as permit costs.

III Disbursements.

A. City shall make disbursements of the remaining Project Funds in accordance with this Agreement.

B. Subject to the conditions precedent set forth in Section II, above, City shall pay to or for the benefit of or reimburse Developer for the cost of designing, permitting, constructing and installing some of the public improvements part of the Project Improvements described in

Recital C, above (the “Public Improvement Costs”), not to exceed the amount described in this Section III.B. City has committed the sum of \$2,235,000 (the Project Funds) for payment against certain of the Project Improvements described in Recital C, above. For purposes of this Agreement, the amount of the Project Funds remaining after disbursement of the Initial Deposit shall be referred to as the “Remaining Project Funds”. After disbursement of the Initial Deposit described in Section 1, above, the City shall deposit into the Construction Account, the Remaining Project Funds as follows:

1. City’s obligation shall be to first deposit up to 38% of the Remaining Project Funds. Payment of those funds to Developer will be based on actual costs expended on Off-Site Public Improvements after such improvements are completed to the City’s satisfaction. Developer shall provide copies of paid invoices for construction costs paid, or other appropriate documentation to evidence, document, justify and support a payment request, which shall be an amount within the amount of the applicable line item in the Project Budget, including invoices and documentation showing costs paid by the Initial Deposit.
2. Upon completion of construction of the Bikeway Parcel Improvements to the City Manager’s satisfaction, deposit and disbursement by the City of 42% of the Remaining Project Funds may be made.
3. Deposit and payment may be made of the remaining balance of Project Funds, provided that Developer’s actual costs expended equal or exceed the remaining balance of Project Funds and there are remaining Project Funds available after the prior pay outs. Conditions precedent for the payment of the remaining Project Funds also include:
 - i. all Eastern, Western and Bikeway Parcel Improvements, as well as all Off-Site Public Improvements are complete;
 - ii. final building permits are acquired by Developer for the East and West Building;
 - iii. Developer provides to the City a written certification and verification that all costs actually expended by Developer for the completion of all Project Improvements have been paid in full;
 - iv. the Project Improvements are completed to the City’s satisfaction; and
 - v. Developer has secured, to the City’s satisfaction, tenant leasing commitments for at least 7,500 of the gross leasable area within 30 days of construction completion.

C. City may disburse funds from the Construction Account to pay eligible Public Improvement Costs, not to exceed the Remaining Project Funds, as follows:

1. Payment Process. Upon satisfaction of all Conditions Precedent set forth in Section II.B., above and application for payment by Developer approved in writing by City in accordance with the terms of this Agreement, City shall disburse to Developer any portion of the Remaining Project Funds intended to reimburse Developer for any eligible Public Improvement Costs actually incurred by Developer, not to exceed the amounts set forth for such costs in the Project Budget, as such Project Budget has been revised from time-to-time with the reasonable approval of both Developer and City Manager.
2. Disbursements for Public Improvement Costs. Developer shall not request disbursement of funds until the funds are needed to reimburse Developer for eligible Public Improvement Costs. The amount of each disbursement request shall be consistent with the approved Project Budget and limited to the amount needed for actual reimbursement of costs expended. The City shall have the right to disapprove any request if the City determines the request is not consistent with the Project Budget, or is for an ineligible item or is otherwise not in compliance with or inconsistent with the OPA or this Agreement. Disbursements shall be made by the City upon receipt of applications for payment signed by the representative of Developer and approved by the City Manager or his designee, such approval not to be unreasonably withheld or delayed. Project Funds shall be used exclusively for the payment of or reimbursement for eligible Public Improvement Costs as shown in the Project Budget, as the same may be amended from time to time with the written approval of Developer and the City Manager or his designee, such payment of, or reimbursement to be made only after the same have been incurred by the Developer.
3. Draw Requests. Disbursements shall be made upon submission by Developer to City of a written itemized statement or draw request in a form that is reasonably acceptable to the City Manager or his or her designee (the "Application for Payment" or "Draw Request"), subject to the conditions set forth in this Agreement. An Application for Payment shall be submitted not more frequently than once monthly. City shall determine in its sole discretion whether or not the conditions precedent to its obligation to disburse funds have been satisfied or whether or not, in its sole discretion, to waive any condition precedent to its obligation to disburse funds which City determines has not been satisfied.
4. Description of Work. Each Application for Payment shall set forth the following: (i) a description of the work performed, material supplied and/or

Public Improvement Costs incurred or due for which disbursement is requested with respect to any such costs shown as a Line Item in the Project Budget; and (ii) the total amount incurred, expended and/or due for each requested Line Item, less prior disbursements.

5. Invoices. Developer shall attach to the Application for Payment invoices, bills or such other appropriate documentation to evidence, document, justify and support the request, which shall be an amount within the amount of the applicable Line Item in the Project Budget.
6. Satisfaction of Requirements. Approval of each Draw Request shall be subject to satisfaction of the requirements of this Agreement and the OPA.
7. Approval of Draw Request. City shall, within fifteen (15) Business Days after receipt of an Application for Payment containing all of the items described above, determine the amount of the Application for Payment to be approved, notify Developer, and disburse the approved amount, by check, to Developer.
8. Disapprovals. Any item in an Application for Payment which is not specifically approved in writing within fifteen (15) Business Days shall not be deemed approved. City may disapprove all or part of a requested draw request. In the event City disapproves any portion of the amount requested by Developer in an Application for Payment (the “disapproved amount”), City shall promptly notify the Developer in writing of the disapproved amount and the reason for such disapproval and shall timely process an approval for the balance of the amount of such Application for Payment.
9. Disputes. In the event of any dispute concerning whether any item listed in an Application for Payment should be approved for payment, City shall disburse the amount not in dispute, and fund any disputed amounts promptly upon resolution of the dispute. In the event City and the Developer are unable to resolve any dispute concerning the appropriateness of any item for payment in an Application for Payment, City shall not deduct the disapproved amount from the Public Improvement Reimbursement. City and the Developer shall seek to resolve any disputes promptly and in good faith.
10. Conditional Payments. City shall have the right to condition any disbursement upon receipt and approval of such documentation, evidence or information that City may reasonably request, including, but not limited to, vouchers, invoices and similar documentation.
11. Qualifications of Contractors. All construction and other work on the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable work or service in the State of California and the City

of Imperial Beach. Developer and all contractors and subcontractors working on the Project shall have a current City of Imperial Beach Business License.

12. Other costs. Except as expressly provided otherwise in this Agreement and the OPA, all costs incurred in predevelopment, development and operation of the Project shall be the responsibility and obligation of Developer without cost or expense to City.
13. Source of Reimbursement Funds. Developer acknowledges that the obligation of the City to provide the Project Funds to Developer is a special limited obligation, payable exclusively from Bond Proceeds or Grant Funds described in Section 2.B. of the Implementation Agreement to the Owner Participation Agreement and that nothing in this Agreement or the OPA shall be deemed to obligate or commit the expenditure of any funds from the Imperial Beach City general fund or any other Successor Agency or Agency funds for any purpose. If for any reason, Grant Funds are withdrawn or unavailable, no City, Successor Agency or Agency funding will automatically make up the difference or the lack of Grant Funds.

IV. Conduct of Project Improvement Work. Subject to the obligation of the City to provide the Project Funds in accordance with this Agreement, Developer shall commence and prosecute to completion, with diligence that is reasonable under all the circumstances (including the occurrence of Force Majeur Delays), the preparation of the plans for and the permitting, construction and installation of the Project Improvements in accordance with the OPA and all of the requirements of the City relating to such improvements.

V. Inspection of the Project. City shall have the right to inspect the Project Improvements and the Site during construction and agrees to deliver to the Developer copies of any inspection reports. Inspection of the Project Improvements and the Site shall be for the sole purpose of ensuring compliance with the OPA and this Agreement and is not to be construed as a representation by City that there has been compliance with plans or that any work of improvement or the Site will be free of faulty materials or workmanship. The Developer may make or cause to be made such other independent inspections as the Developer may desire for its own protection.

VI. Supervision of Construction. City shall be under no obligation to perform any of the construction or installation or complete the construction or installation of the Project Improvements or any work of improvement on the Site, or to supervise any construction or installation of the Project Improvements or any work of improvement on the Site, and shall not be responsible for inadequate or deficient contractors, subcontractors, materials, equipment or supplies. City is not the agent for Developer, neither are City and Developer partners or joint venturers with each other.

VII. Compliance with Laws. Developer shall comply and cause its contractor(s) to comply with all applicable laws in the construction of the Public Improvements and any work of

improvement on the Site, including but not limited to laws relating to the payment of prevailing wages set forth in the California Labor Code.

VIII. Insurance and Indemnification.

A. Before commencing any of the Project Improvements, Developer shall deliver to City and shall maintain in force until completion the insurance policies required by the OPA.

B. Developer shall defend, indemnify and hold harmless the City and its respective elected officials, members, officers, representatives, agents, employees, contractors and attorneys (the "Indemnified Parties") from and against any and all actions, third party claims, liabilities, damages, injuries and/or challenges arising from the design, construction and installation of the Project Improvements or arising from this Agreement, except that the foregoing defense, indemnification and hold harmless obligations shall not apply to the proportional extent that the matter giving rise to such claims, liability, damages or injuries is due to the negligence or willful misconduct of City (or any of the Indemnified Parties). Developer further agrees that, if City, in good faith, determines that its interests are not adequately protected by being provided a defense by Developer, such indemnification obligation shall include all fees and costs reasonably incurred in the defense of the Indemnified Parties by counsel selected by the City in its sole discretion. The foregoing defense and indemnification obligations shall survive the termination of this Agreement and shall continue to remain in effect after any or all of the following events: completion and recordation of any Release of Construction Covenants.

IX. Maintenance of Records. Developer shall retain in the County of San Diego, all books and records relating to the Public Improvements and this Agreement for a minimum of ten (10) years after the recordation of any Maintenance Agreement or Notice of Completion applicable to the construction of Project Improvements (whichever is recorded first), including but not limited to all contractors' and subcontractors' invoices, payroll and other documentation of work performed, supplies purchased and other expenditures for which reimbursement has been requested from City. The City, and any of its representatives, shall have the right of access at all reasonable times, upon reasonable notice, to any pertinent books, documents, papers or other records of the Developer relative to the Project Improvements and the Project Improvement Costs in order to make audits, examinations, excerpts and transcripts.

X. Inspection and Audit Rights. City and its designated representatives, including any independent auditors engaged by City to audit the Project or any part thereof, shall have the right at all reasonable times to inspect and audit the books and records of Developer relating in any way to the Public Improvements. Developer shall cooperate in all respects with any such inspections and audits. City shall give Developer notice of any audit findings. Developer shall immediately remit to City, with interest at the rate of ten percent (10%) per annum from the date of disbursement any amounts for which all or any part of any disbursement was found by the auditor to have been overpaid, ineligible for reimbursement or without adequate documentation. In the event of any such overpayment or other improper disbursement, Developer shall also remit to City an amount equal to the independent auditor's fees and expenses.

XI. Integrated Agreement. This Agreement is made for the sole benefit and protection of the Parties hereto and no other person or persons shall have any right of action or right to rely

hereon. As this Agreement contains all the terms and conditions agreed upon between the parties, no other agreement regarding the subject matter thereof shall be deemed to exist or bind any Party unless in writing and signed by the party to be charged. Notwithstanding the foregoing sentence or any other provision of this Agreement, this Agreement does not supersede and shall not be deemed to amend any of the OPA and nothing in this Agreement, and no actions by any party hereunder, shall be deemed as a modification or waiver of either Party's rights under the OPA.

XII. Termination of this Agreement. Except for provisions of this Agreement that are intended to survive the termination of this Agreement, this Agreement shall terminate when the City has executed a Maintenance Agreement, as provided in Section 3.D. of the Implementation Agreement .

XIII. Counterparts. This Agreement may be signed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument with the same effect as if all signatories had executed the same instrument.

XIV. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, personal representatives, successors, and assigns, whether such succession or assignment is voluntary, involuntary, by force of law or otherwise, except as otherwise provided in this Agreement.

XV. Governing Law. This Agreement has been negotiated and entered in the State of California, and shall be governed by, construed and enforced in accordance with the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California.

XVI. Titles and Captions. Titles or captions contained herein are inserted as a matter of conveniences and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

XVII. Interpretation. No provision in this Agreement is to be interpreted for or against either Party because that party or his legal representatives drafted such provision.

XVIII. Waiver; Amendments. No breach of any provision hereof may be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by the parties in interest at the time of the modification.

XIX. Further Assurances. The Parties hereto hereby agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

XX. Severance. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or enforceable, then such provision will be deemed to

be severed and deleted from the agreement as a whole and neither such provision, nor its severance and deletion shall in any way affect the validity of the remaining provisions of this Agreement.

XXI. Independent Advice of Counsel. The Parties hereto and each of them, represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any of the parties hereto or by any person representing them, or any of them.

XXII. Voluntary Agreement. The Parties hereto, and each of them, further represent and declare that they carefully read this Agreement and know the contents thereof, and that they sign the same freely and voluntarily.

XXIII. Attorneys' Fees. In the event of any dispute between the parties regarding this Agreement, the prevailing Party shall be entitled to recover costs and expenses, including but not limited to reasonable attorneys' fees.

XXIV. Relation to OPA. The Parties agree that this Agreement is a material part of the OPA and that a default under this Agreement shall be deemed to be a default under the OPA. Subject to the notice and cure provisions of the OPA, a Party in default of this Agreement shall be deemed to be in default of the OPA.

XXV. Reasonableness Standard. Except as otherwise expressly provided in this Agreement, approvals (which includes both approvals and consents and words of similar meaning contained herein) required of City or Developer in this Agreement shall not be unreasonably withheld, conditioned or delayed. All approvals shall be in writing.

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the date set forth above.

BIKEWAY VILLAGE LLC,
a California limited liability company

Dated: _____

By: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, ____ before me, _____, 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-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

CITY OF IMPERIAL BEACH

Dated: _____

By: _____

Andy Hall
City Manager

APPROVED AS TO FORM
City Attorney

By: _____

Jennifer Lyon

KANE, BALLMER & BERKMAN
Agency Special Counsel

By: _____

Carol Leone

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, ____ before me, _____, 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-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____
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Capacity(ies) Claimed By Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

**BIKEWAY VILLAGE
IMPERIAL BEACH, CALIFORNIA**

ECONOMIC DEVELOPMENT SUBSIDY REPORT

California Government Code
Section 53083

**PURSUANT TO THE IMPLEMENTATION AGREEMENT OF THE OWNER PARTICIPATION AGREEMENT
BETWEEN
BIKEWAY VILLAGE, LLC
AND
THE CITY OF IMPERIAL BEACH**

City of Imperial Beach, California

March 2015

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II. Name and Address of Business Entity Receiving Subsidy 3

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VIII. Limiting Conditions..... 5

I. INTRODUCTION

A. Purpose of Report

This Economic Development Subsidy Report (Report) was prepared in accordance with Section 53083 of the California Government Code in order to inform the City Council of the City of Imperial Beach (City) and the public of the proposed economic development subsidy provided by the City to Bikeway Village, LLC (Developer) as described in the Owner Participation Agreement approved by the City Council of the City of Imperial Beach on January 26, 2012, and as further described and amended in the Implementation Agreement thereto, which comes before the City Council for approval on April 1, 2015 (collectively, the Owner Participation Agreement or Agreement). The proposed subsidy includes Grant Funds to be awarded from the San Diego Association of Governments (SANDAG) to the project in addition to City Bond Proceeds.

The Developer intends to construct certain on and off-site public improvements, including a patio/overlook area adjacent to the Bayshore Bikeway, bicycle parking, public restrooms, public rest areas, improved public access to the Bayshore Bikeway, and additional public vehicle parking. The project also consists of converting two existing warehouse buildings for retail, commercial, recreational, and other uses totaling approximately 29,000 square feet (SF) of building area (Project). The Project will be constructed on 3.46 acres located at the northern terminus of 13th Street adjacent to the City's 13th Street access point to the Bayshore Bikeway (Property).

B. Summary of Findings

The City engaged its economic consultant, Keyser Marston Associates, Inc. (KMA), to analyze the financial terms contained in the Agreement. Their conclusions are summarized as follows:

- Under the terms of the Agreement, the City will provide an Economic Development Subsidy to the Developer totaling \$2,235,000.
- The Project is projected to generate \$93,000 to the City in annual property tax and sales tax.
- Development of the Project is expected to generate 21 construction jobs and 81 permanent jobs (full time equivalents).

C. Description of Property and Proposed Project

The Property consists of approximately 151,000 SF, and is located at the northern terminus of 13th Street adjacent to the City's 13th Street access point to the Bayshore Bikeway. The Property is comprised of three land parcels and public rights-of-way: the West Building Parcel is 0.50 acres in size; the East

Building Parcel is 0.50 acres in size; and the Bikeway Parcel (previously known as the San Diego Airport Authority Parcel) is 1.15 acres in size. The Property includes two existing warehouse buildings that will be converted for retail, commercial, recreational, and/or other uses. The Project will provide significant public benefit including a public patio/overlook area adjacent to the Bayshore Bikeway, bicycle parking, public restrooms, public rest areas, improved bicycle and pedestrian access to the Bayshore Bikeway, and additional public parking. The Project will be served by 119 on- and off-site parking spaces. Table I-1 provides a summary of the physical characteristics of the proposed Project.

Table I-1: Project Description	
Gross Building Area (GBA)	
Gross Leasable Area	27,141 SF
Restrooms/Corridor	<u>1,859 SF</u>
Total GBA	29,000 SF
Parking	119 Spaces

D. Proposed Transaction Terms

This section summarizes the salient aspects of the business terms contained in the Agreement.

- Upon the completion and satisfaction of conditions set forth in the Owner Participation Agreement, the Developer shall receive payments from the City in an amount not to exceed \$2,235,000 (Project Funds).
- The Project Funds will be paid as reimbursement to the Developer for actual costs expended on certain public improvements. The Project Funds also serve as consideration for the Developer’s transfer to the City of public easements on certain portions of the Property as described in the Grants of Public Easement.
- The Project Funds will be used to pay for: improvements to portions of the Property on which public easements will be granted, including the access areas next to and between the buildings; Developer transfer of easements to the City allowing public access to bicycle ramps, a patio area, an overlook structure, public restrooms, and preservation of open space; and improvements to off-site public improvements on Florence Street, Cypress Street, 13th Street, and in the alley between the buildings. These improvements will consist of additional on-street public parking, new curbs, gutters, sidewalks, street trees, street lighting, landscaping, an enhanced intersection and crosswalks at 13th Street and Cypress Avenue, Class II Bike Lanes on 13th Street, and a Class I Bike Lane “Boardwalk” on 13th Street north of Cypress Avenue accessing the Bayshore Bikeway.
- Projects Funds will be paid to the Developer as partial reimbursement for the cost of eligible project improvements after such improvements are complete.

- The City, at its discretion, withhold up to ten percent (10%) of Bond Proceeds until the project improvements are completed to the satisfaction of the City.
- If the Developer fails to complete the Project within the timelines set within the Schedule of Performance or the grant agreement with SANDAG, the City shall retain any and all remaining Project Funds. In any event, the City shall at all times retain any accrued interest on the Project Funds.

II. NAME AND ADDRESS OF BUSINESS ENTITY RECEIVING SUBSIDY

The Economic Development Subsidy provided under the Agreement will be paid to the Developer, under the name:

Bikeway Village, LLC
 2 Sandpiper Strand
 Coronado, CA 92118

III. DESCRIPTION OF ECONOMIC DEVELOPMENT SUBSIDY

The City will provide the Developer a subsidy totaling \$2,235,000, broken out as follows:

Table III-1: Economic Development Subsidy	
SANDAG Grant Funds	\$1,380,000
City Bond Proceeds	<u>\$855,000</u>
Total Economic Development Subsidy	\$2,235,000

IV. START AND END DATES OF SUBSIDY

Payments will be delivered by the City to the Developer in stages after certain milestones of the Project are completed in accordance with the timeline in the Schedule of Performance. It is anticipated that the Bond Proceeds and Grant Funds will be paid out concurrently in the appropriate amounts throughout the construction of the Project. The Developer shall commence construction within 30 days after the City’s approval of Final Plans and shall complete construction of the Project within 14 months.

V. PUBLIC PURPOSE OF SUBSIDY

Implementation of the proposed Agreement, allowing for the Economic Development Subsidy, can be expected to assist the City in the achieving its economic development goals and objectives, including the following:

- Provide an enhanced and improved bikeway and public accommodations for bikeway users
- Increase the economic viability of the area with the addition of retail and commercial establishments

VI. PROJECTED TAX REVENUE TO CITY RESULTING FROM THE SUBSIDY

Projected tax revenue to the City from the Project consists of property tax and sales tax. These public revenues can be estimated based on a detailed financial evaluation of the Project.

Table VI-1 provides a summary of the total annual estimated tax revenue from each source.

Table VI-1: Annual Tax Revenue to City (1)	
Property Tax	\$17,000
Sales Tax	\$76,000
Total	\$93,000
(1) All estimates are expressed in undiscounted future dollars.	

The Project may potentially include a low-cost visitor accommodation. In such case, the City would also receive Transient Occupancy Tax (TOT) revenues.

VII. ESTIMATED NUMBER OF JOBS CREATED BY THE SUBSIDY

A. Temporary Employment

Development of the Project will create temporary construction jobs. The estimates for construction jobs are based on estimated Project construction costs and average construction industry wages for the San Diego-Carlsbad-San Marcos Metropolitan Statistical Area (MSA). It is estimated that construction of the Project will directly support approximately 21 new full-time-equivalent construction jobs for one year.

B. Permanent Employment

The development of the Project will create full-time-equivalent jobs at the ratio of 3 jobs per 1,000 SF of gross leasable area. With the Project totaling 27,141 SF of gross leasable area, the creation of 81 full-time-equivalent jobs is estimated.

VIII. LIMITING CONDITIONS

1. The analysis is based, in part, on data provided by secondary sources such as state and local governments, planning agencies, real estate brokers, and other third parties. While these sources are reliable, we cannot guarantee their accuracy.
2. The accompanying projections and analyses are based on estimates and assumptions which were developed using currently available economic data, project-specific data and other relevant information. It is the nature of forecasting, however, that some assumptions may not materialize and unanticipated events and circumstances may occur. Such changes are likely to be material to the projections and conclusions herein and, if they occur, require review or revision of this document.
3. Any estimates of revenue or cost projections are based on the best project-specific and fiscal data available at this time as well as experience with comparable projects. They are not intended to be projections of actual future performance of any specific project. Any changes to costs, development program, or project performance may render the conclusions contained herein invalid.
4. It is assumed that all applicable laws and governmental regulations in place as of the date of this document will remain unchanged throughout the projection period of our analysis. In the event that this does not hold true, i.e., if any tax rates change, the analysis would need to be revised.

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: APRIL 1, 2015
ORIGINATING DEPT.: CITY MANAGER/COMMUNITY DEVELOPMENT *AW*
SUBJECT: CITY COUNCIL BRIEFING NO. 5 – PALM AVENUE MIXED USE
& COMMERCIAL CORRIDOR MASTER PLAN UPDATE

EXECUTIVE SUMMARY:

The last City Council update on the Palm Avenue Mixed Use and Commercial Corridor Master Plan (Master Plan) was provided on December 10, 2014. At that time, staff provided the City Council with an update on the Master Plan and reported that the consultant team had completed the 30% construction drawings upon which the environmental review document will be based. Staff also announced that the second community workshop was to take place on Thursday, January 15, 2015. On April 1st, staff will provide the City Council with another update on the Master Plan. Staff will also provide an update on the status of the Project Scope Summary Report (the "PSSR") being prepared by the California Department of Transportation (Caltrans) for the potential relinquishment of Palm Avenue/State Route (SR) 75.

RECOMMENDATION:

That the City Council receives City Council Briefing No. 5 on the Palm Avenue Mixed Use and Commercial Corridor Master Plan (the "Master Plan") and provide input and additional comments as necessary.

RATIONALE:

Providing frequent City Council briefings on the Master Plan during regular City Council meetings informs both the City Council and the public on progress made and issues related to the Master Plan. These briefings also allow the City Council to provide additional direction, input and guidance to staff and the consultant team as needed.

OPTIONS:

In addition to receiving this report, as part of this or any City Council Briefing on the Master Plan, the City Council can also:

- Provide specific direction on various aspects of the project, including the potential relinquishment of State Route 75; and/or
- Request additional information that can be provided at the next City Council Briefing on the Master Plan.

BACKGROUND:

On January 18, 2013, staff submitted an application to the San Diego Association of Governments (SANDAG) for Fiscal Year 2013 Smart Growth Incentive Program (SGIP) funding which allocated funding for local transportation-related infrastructure and planning efforts that support smart growth development in the region. The funding was available for two types of projects: capital and planning. On January 23, 2013, the City Council adopted Resolution Number 2013-7294, authorizing and supporting the submittal of a SGIP planning grant application in the amount of \$400,000. The City Council also authorized City matching funds in the amount of \$50,000 and up to \$45,000 in in-kind contributions (staff expenses).

On June 28, 2013, the SANDAG Board of Directors approved the SGIP Fiscal Year 2013 projects for funding which included full funding for Imperial Beach's Palm Avenue Mixed Use & Commercial Corridor Master Plan (Master Plan). On July 15, 2013, the City received a Notice of Award from SANDAG for \$400,000 of SGIP planning grant funding and on August 21, 2013, the City Council authorized issuance of the RFQ/P to solicit civil engineering, landscape architecture, urban design and environmental planning consultant services, with the City intending to utilize its on-call traffic engineering consultant, KOA Corporation, for this effort.

The purpose of the SGIP grant was to develop the prior Master Plan concepts into engineering drawings sufficient to also prepare and process the corresponding environmental review document. On December 18, 2013, after a competitive RFQ/P process, the City Council authorized the execution of a professional services agreement with Project Design Consultants (PDC) as the lead civil engineering consultant of the consultant team including MIG (urban design, landscape architecture & lighting), Katz & Associates (public engagement & outreach), RECON (environmental review), SCS Engineers (environmental site assessment), and GEOCON (geotechnical engineering).

On January 24, 2014, a fully executed copy of the Smart Growth Incentive Grant Agreement between the City and SANDAG was delivered to staff along with a Notice to Proceed with the project. After issuance of the Notice to Proceed, City staff and the consultant team reviewed the Master Plan Study and prepared concept drawings based on the Master Plan recommendations for discussions purposes and to reaffirm the Master Plan recommendations and to fully assess them for application and implementation with the Palm Avenue/SR 75 corridor. A comprehensive Community Engagement effort was then initiated. As part of this outreach effort, a dedicated web page has been created on the City's web site (www.ImperialBeachCA.gov/PalmMasterPlan) and a contact email address has been established both to receive information and updates on the project and to provide comments. This web page has been updated regularly with pertinent project information.

On April 16, 2014, staff provided the City Council with the first regular Briefing on the project, during which a detailed Community Engagement Strategy prepared by the consultant team's Outreach & Engagement Consultant, Katz & Associates was presented. Also at this meeting, staff reminded the City Council that the first of two Community Workshops was to take place on April 29, 2014.

On Tuesday, April 29, 2014, the first of two Community Workshops on the Master Plan was held in the City Hall Community Room. The objective of the workshop was to reintroduce the project to the community, explain the work plan for the current phase and its relationship to the established vision, and solicit community feedback on a variety of streetscape/landscape design

concepts proposed for the Palm Avenue corridor. A total of 32 community members signed in at the workshop, though it appeared that several more were in attendance. The focus of the first workshop was aimed at reintroducing the community to the project and providing Workshop attendees with sufficient project information while allowing ample time for attendees to provide their input. A presentation of the project was given and input received at the following additional outreach meetings:

- May 15, 2014 – Design Review Board Meeting Presentation
- May 20, 2014 – Presentation to the Kiwanis Club
- May 22, 2014 – Chamber of Commerce Presentation
- May 27, 2014 – Business Improvement District Presentation

Project information was also posted online and comments received via email. Generally speaking, the overwhelming majority of people who submitted comments were quite supportive of the Master Plan as proposed. Though most of the comments were supportive, concerns expressed by those in attendance were directed primarily at potential traffic impacts and the potential costs of implementation. As promised, the concerns raised have been and will continue to be analyzed and addressed as the project progresses.

Caltrans Coordination

On April 2, 2014, staff and its consultant team provided Caltrans staff with a set of the conceptual engineering drawings for the Master Plan. On April 29, 2014, staff received a letter from Caltrans providing their comments on their initial review of the Master Plan concepts. Based upon the comments in their letter, some of which would all but preclude the implementation of several key elements of the Master Plan, staff and members of its consultant team, including the lead civil engineer (PDC) and the traffic engineer (KOA), met with Caltrans staff on Thursday, May 1, 2014, to discuss the issues raised in the letter. During the meeting, Caltrans agreed to seek a preliminary determination from their Caltrans headquarter liaison as to whether the key design issues could be potentially be approved through as “design exceptions” by Caltrans.

On May 28, 2014, staff received a preliminary determination from Caltrans that several items of the Master Plan would not be eligible for design exceptions. During additional correspondence, Caltrans provided final notification on June 23, 2014, that the following elements of the project would neither meet nor be eligible for design exceptions to Caltrans State Highway Design Standards:

- The 12-foot lane widths cannot be reduced in width due to the design speed exceeding 45 mph west of 9th street and the truck volumes exceeding 250 per lane
- The intersection/crosswalk bulb-outs would not be allowed due to the design speed exceeding 35 mph
- The local access side medians would not be allowed due to the requirement to provide 8 to 10-foot shoulders on a minimum of one side of the two through lanes
- Two different speed limits on the same roadway would not be permitted

The above restrictions would essentially preclude the implementation of the proposed local access lanes and local access medians in the Mid-Town Sector. This is a key element of the Master Plan which received significant support during the community outreach workshop and presentations. These restrictions would also preclude the proposed design of the pedestrian crosswalks in all sectors of the proposed Master Plan. Given this information, therefore, and in order for the City to proceed with implementation of the Master Plan as proposed, a relinquishment of the SR 75 right-of-way or portions of it would have to be accepted by the City. Upon receipt of this information, staff inquired about the status of the Transportation System Analysis and Evaluation for SR 75 (the "TSAE") that staff had previously requested be prepared by Caltrans to assess the possible relinquishment of SR 75 to the City. A final, signed copy of the TSAE was provided to the City on July 11, 2014.

The TSAE provided to staff concluded that SR 75 was both eligible and appropriate for potential relinquishment to the City. Further, the TSAE indicated that Caltrans District 11 viewed the potential relinquishment of this segment of SR 75 as an initial move towards complete relinquishment of the entire route. As has been discussed with Caltrans and conveyed to the City Council, acceptance of a relinquishment of SR 75 by the City would allow staff and the City Council to be more responsive to community interests and development along Palm Avenue as the City would have more flexibility to add design features currently limited by State highway regulations. Additionally, as stated in the TSAE, a relinquished Palm Avenue/SR-75 would allow the City the ability to issue permits to new developments for roadway connections and proposed public improvements thereby eliminating the need to obtain state encroachment permits or state involvement. And, of course, a relinquishment would allow for approval and implementation of the Master Plan as currently proposed and supported during the community outreach effort.

The TSAE was primarily focused on assessing the appropriateness of the potential relinquishment of SR 75 to the City. As noted above, although the TSAE concluded that SR 75 is suitable for relinquishment, it did not include any assessment of the need for necessary improvements to bring the roadway into compliance with applicable highway design standards. That analysis and assessment would be expected in the next step of the relinquishment process – the Project Scope Summary Report (the "PSSR").

Potential Relinquishment Process

On August 6, 2014, staff provided the City Council with its third briefing of the Master Plan during which the above information was reported. At that time, it was also reported that Caltrans required a written request from the City in order to proceed with preparation of the PSSR. Caltrans has estimated that preparation of a PSSR could take up to a year to complete. Based upon input from the City Council at the August 6th meeting, in a letter dated August 11, 2014, staff requested preparation of the PSSR and, on August 22, 2014, the City received a letter from Caltrans District 11 Director, Laurie Berman, agreeing to initiate the preparation of the PSSR. As with the TSAE, the City's request to proceed with this phase of the process did not commit the City to acceptance of a relinquishment, however, it did confirm the City's desire to proceed with the formal assessment of a potential relinquishment. The PSSR would also provide the City Council with the type of information it previously requested during prior Council Briefings on this project.

Among other objectives, the PSSR would include "Costs to Relinquish" options for the roadway which would form the basis of a negotiated agreement under which the City could accept relinquishment of SR 75. One of several options for providing the improvements identified in the

PSSR would be a negotiated Financial Contribution Only ("FCO") option in which a mutually agreed upon amount of funding would be provided to the City by Caltrans to implement the necessary improvements in the future. Those funds would be provided to the City upon the City's acceptance of the relinquished SR 75 right-of-way.

Also at the August 6th City Council meeting, staff sought direction from the City Council on how to proceed given the fact that the above-described elements of the Master Plan could not be implemented under State Highway Design Standards. Based upon direction provided by SANDAG in a meeting on July 28, 2014, acting in their role as the Smart Growth Incentive Program (SGIP) Grant administrator, the City Council agreed that, because the Master Plan was awarded SGIP grant funding based upon the merits and design of the project as proposed, the best course of action was to continue with the proposed design and the environmental review based upon that design.

In an email on December 1, 2014, staff was advised by Caltrans that completion of the PSSR is anticipated by the end of June 2015. Waiting for the completion of the PSSR and/or the outcome of that analysis, therefore, could have put the project funding in jeopardy by requiring approval of SANDAG's Regional Planning Committee. In proceeding with the Master Plan project as designed, the environmental review document will acknowledge that elements of the project, as proposed, could not be implemented under current state highway design standards but would also acknowledge that the Master Plan design would most effectively achieve the objectives of the project to provide a more desirable "main street", multi-modal corridor conducive to pedestrians, bicyclists, transit and vehicles as well as to businesses and new, infill development. Caltrans staff has indicated that, as long as the environmental document acknowledges the need for a relinquishment to implement certain elements of the Master Plan, they would not seek to challenge the certification of the document and approval of the Master Plan. By continuing on with the Master Plan as currently proposed, therefore, the City will best position itself to carry out the desired objectives of the Master Plan along with the desires of a majority of the community members who have provided their input on the Master Plan.

Navy Coastal Campus Impacts

Also during the City Council Briefing on August 6th, some concerns were raised about the potential impacts of the proposed Naval Base Coronado (NBC) Coastal Campus at the Naval Radio Receiving Facility (NRRF). Specifically, given that traffic impacts have already been expressed as a primary concern in feedback received during both the community outreach efforts and from the City Council, greater concerns were expressed by Council Members on August 6th about the potential impacts the addition of a project such as the NBC Coastal Campus might have with the future implementation of the Master Plan. On December 10, 2014, it was reported that, since the August 6th meeting, the City's traffic engineering consultant completed its Traffic Impact Report which carefully analyzes the Master Plan and also considers the potential "cumulative impacts" of the NBC Coastal Campus, the Bernardo Shores Project, the Breakwater Project, the Bikeway Village project and the build-out scenario of the City's Commercial Zoning Amendments. Looking at the potential cumulative impacts of these projects, the traffic analysis determined that there would be no significant impacts along any of the Palm Avenue/SR 75 corridor segments or at any of the corridor intersections for both the AM and PM peak hour conditions for the Horizon year scenario (2035 and beyond). In fact, the traffic analysis determined that the "with project" condition actually shows improvement over the "without project" condition at the Rainbow/SR 75 intersection which is already expected to perform at a level of service (LOS) F in the horizon years. A substantial reason for that is that signal timing along the corridor can be reprogrammed to better support local traffic.

As part of the services provided for the Master Plan, traffic visual simulations were prepared for the corridor visually illustrating the AM and PM peak conditions with all of the cumulative projects including the Master Plan design elements. These simulations were also shown at the City Council Briefing on December 10th. In summary, the traffic analysis has determined that, even at future build-out scenarios including cumulative projects, if implemented as proposed, the Master Plan would actually improve traffic circulation through the Palm Avenue/SR 75 corridor. It should be noted, however, that the future condition at the Rainbow Drive intersection with SR 75 will function at a level of service F, with or without implementation of the Master Plan. The traffic analysis determined, however, that implementation of the Master Plan would improve the performance of this intersection.

Master Plan Design

As noted above, on December 10th staff reported that the consultant team had completed the 30% civil engineering drawings for the Master Plan, an important milestone of the project. These drawings will form the basis of the environmental review document being prepared for the project. The plans incorporate the proposed design objectives of the Master Plan Study, the SGIP, and the input and comments received from the community, the Design Review Board and the City Council. Specific design elements that were discussed during the outreach and engagement process have been addressed and incorporated into the current design drawings.

ANALYSIS:

Second Community Workshop

As part of the community outreach and engagement effort for the Master Plan, two community workshops are included. The first workshop conducted on April 29, 2014, was intended to reaffirm the design elements proposed in the Master Plan Study and to seek additional comments and input on the future design. The second workshop (the "Workshop") was held on Thursday, January 15, 2015, in the Community Room at City Hall. The purpose of this Workshop was to update the community about the project, present the results of the traffic study and demonstrating the traffic visual simulation and to share and seek input on a variety of streetscape/landscape design elements such as street furnishings, street lighting and sidewalk paving as well as landscaping elements of the project.

The Workshop held on January 15th was well-attended with 48 people signing in and several more in attendance. Once again, the information provided was well-received with a majority of attendees supporting the project. During the Workshop, the Traffic Visual Simulation videos shown during the last City Council Briefing on December 10, 2014, were presented. Though some concerns were voiced, the response was supportive. After a presentation and update of the Master Plan and the presentation of the Traffic Visual Simulations, the consultant team's Landscape Architect/Urban Design consultant provided an overview of potential urban design elements on which input was being requested. Workshop attendees then engaged in an interactive process of providing comments, input and preferences for elements of the project including landscaping, lighting, street furnishings (i.e., benches, trash receptacles, etc.), paving treatment, crosswalk design, and other design considerations.

The information, questions and comments from the Workshop has been compiled and are attached to this staff report (see Attachment 1). This information has also been uploaded to the City's dedicated Master Plan web page. The information gathered can be summarized as follows:

Workshop attendees expressed support for the following:

Plant Materials

- There was a preference for more regular canopy trees (Holly Oak & Brisbane Box had the most support)
- Concern about trees blocking views of business signage between on Palm Avenue 12th and 13th Streets was expressed
- The input indicated a general preference for flowering accents (all sample photos had were supported, with Pink Trumpet Tree receiving the most)
- For the Bio-swale Trees, the input gathered indicated a general preference for all of the recommended tree species (Western Redbud received the most support with a comment to avoid messy trees)
- Input also showed a preference for palm trees (both species shown – Mexican Fan Palm and Canary Island Palm)
- For Parkway “Understory” (lower-lying plants), a preference for species with colorful flowers was indicated
- For the Bio-swale Understory, a preference for species with bold texture was indicated

Street Furnishings

- Benches:
 - Apparent preference for a coastal theme with an expressed concern about using wood benches (could be damaged by vandalism)
 - Suggestion to continue surfboard-style bench that already occurs on Palm Avenue west toward Seacoast Drive
- Trash receptacles:
 - Preference for concrete receptacle decorated with coastal/wave theme
- Bike racks:
 - Preference for wave-type rack over loop-type styles
 - Suggestion to have racks that are more decorative (e.g., use a stylized bicycle or surfboard shape for bike rack)

Lighting

- Preference for thematic (nautical) or traditional style over contemporary style

Paving Treatment

- For concrete sidewalk paving a preference for scored concrete, perhaps with more depth or color was indicated

- For specialty paving, a preference for intersection medallion-type treatment “More IB” in style
- A different design at each intersection was indicated
- For the crosswalk paving, a preference for pavers in crosswalk was indicated

Design Considerations

- Sustainability was the top consideration indicated
- Cost-effective maintenance/installation and alignment with community identity was the intermediate consideration
- Bicycle/pedestrian safety, attractiveness and inviting design was the lowest consideration

Also attached to this staff report are photographs of the Workshop Boards which were used to identify the preference for the items discussed above.

Caltrans Relinquishment Study Update

As noted above, staff was advised by Caltrans on December 1, 2014, that completion of the PSSR is anticipated by the end of June 2015. Recently, however, staff was advised that the initial analysis of the Caltrans right-of-way to identify improvements necessary to bring the roadway to a “state of good repair” had been completed. On Monday, March 23, 2015, City staff and its lead Master Plan consultant met with Caltrans staff to review this initial analysis. Attached to this staff report is the set of plans provided to the City that illustrates the improvements initially identified by Caltrans staff. At this point, City staff and its traffic engineer and Master Plan engineer, will conduct its own assessment of the roadway to identify any additional improvements that the City believes should be included. Please note that, although the final objective is to agree upon a financial contribution for which the City may consider acceptance of the relinquishment of this Caltrans right-of-way, Caltrans advised staff on March 23rd that only after mutual agreement upon the improvements needed to bring the right-of-way to a state of good repair will Caltrans estimate the cost for those improvements. Caltrans has stated, however, that, in addition to the costs for construction of the improvements, they will also consider up to ten (10) years of maintenance costs as part of any financial contribution.

During City Council Briefing Number 2 on August 6, 2014, staff reported the costs currently being incurred by both the City and Caltrans for the maintenance of Palm Avenue/SR 75. This information is important as a relinquishment would mean the transfer of all rights, title and interests in the right-of-way to the City, which would include the transfer of all maintenance responsibilities to the City as well. Pursuant to the City’s Maintenance Agreement with Caltrans, however, the City already provides, at its cost, much of the on-going maintenance and operations costs for SR 75. These annual costs include the following:

Landscaping Contract (Aztec Landscaping)	\$18,480
Replacement of Plants & Materials	\$ 5,947
City Staff Time	\$ 1,200
Electrical Costs (SDG&E)	\$60,000
Irrigation/Water Costs (CalAM)	<u>\$10,000</u>
Total Annual Costs:	\$95,627

Additionally, although Caltrans has its own graffiti abatement program, the City's practice is to remove any graffiti itself rather than allow it to remain during the time involved in reporting it and having it removed by Caltrans. Because Caltrans has their own graffiti abatement program, however, the City is not reimbursed for these costs. Staff also conferred with its insurer last summer and determined that there would be minimal, in any, increased premium costs associated with the acceptance of a relinquished Palm Avenue/SR 75 right-of-way. In fact, a benefit to the City would more likely be realized with the increase in roadway lane miles for which the City would be responsible by a corresponding increase in transportation funding paid to the City on an annual basis.

As for the costs currently being incurred by Caltrans for the Palm Avenue/SR 75 right-of-way within Imperial Beach, Caltrans staff provided us with the following four-year maintenance costs incurred by Caltrans which was again provided during our meeting on March 23, 2015:

Total Cost by Maintenance Category:

• Safety	\$ 73,225
• Preservation	\$ 3,775
• Service	<u>\$ 49,135</u>
•	
Four-year total maintenance cost	\$126,135
Historical annual average	\$ 31,535

Given the above maintenance costs, therefore, acceptance of a relinquishment of the Palm Avenue/SR 75 right-of-way would be expected to increase the City's annual maintenance costs by at least one-third of what the City already pays today for the maintenance of this roadway.

ENVIRONMENTAL REVIEW:

The prior phase of the Master Plan was exempt from California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15262 and 15306. This phase of the Master Plan includes the preparation of the required environmental review document to analyze potential impacts of the proposed project. This may also result in an amendment to the City's General Plan and Local Coastal Program as well as the processing of a coastal development permit, site plan review, and design review for the proposed capital improvements.

A Draft Mitigated Negative Declaration (MND) been prepared and is being prepared for circulation for public review. It is anticipated that the MND will be circulated for public review in early April. Though not required under CEQA, staff and its consultant team have also decided to conduct a Public Review Workshop for the MND during the review period to receive additional comments. It is anticipated that this Workshop will be held shortly after the MND is circulated for public review.

FISCAL IMPACT:

The City has been awarded \$400,000 in SGIP planning grant funding. The City has authorized a City match of \$50,000 and up to \$45,000 in in-kind City services. It is expected that the City's \$50,000 matching funds will come from one-time general fund reserves.

On March 4, 2015, the City Council adopted Resolution No. 2015-7553 authorizing the filing of a Smart Growth Incentive Program (SGIP) Grant application with SANDAG in the amount of \$400,000 for the preparation of Construction Drawings for the West End Sector of the Master Plan. On March 20, 2015, the application was filed and on March 26, 2015, SANDAG staff advised City staff that the application had successfully made it through the eligibility check process. As such, City staff is scheduled to present this portion of the Master Plan project to the Grant Selection Committee on Thursday, April 16, 2015 at SANDAG.

Attachments:

1. January 15th Workshop Comments
2. Caltrans Preliminary Study Relinquishment Plans
3. Workshop Board Photos

**City of Imperial Beach
Palm Avenue Mixed Use & Commercial Corridor Master Plan
Public Workshop – January 15, 2015
Poster Comments / Dot Exercise (See Posters Attached)**

Typical Intersection Concept

- No comments were provided on the poster.

Delaware and 7th Intersection Area

- No comments were provided on the poster.

What Plant Materials do you Prefer? (See annotated attached poster, with yellow circles showing photographs that received the most dots placed by participants)

- Canopy/street trees: preference for more regular canopy (Holly Oak & Brisbane Box had the most dots); concern about trees blocking views of business signage between on Palm Avenue 12th and 13th Streets
- Flowering accent trees: input indicates general preference for flowering accents (all sample photos had dots, with Pink Trumpet Tree receiving the most)
- Bioswale Trees: input indicates general preference for tree species shown (all sample photos had dots, with Western Redbud receiving the most); comment to avoid messy trees
- Palms: input shows a preference for palm trees (both species)
- Parkway Understory: dot exercise indicates a preference for species with colorful flowers
- Bioswale Understory: dot exercise indicates a preference for species with bold texture

What Style of Street Furniture do you Prefer? (See annotated attached poster, with yellow circles showing photographs that received the most dots placed by participants)

- Benches:
 - Apparent preference for a coastal theme
 - Concern about using wood benches (could be damaged by vandalism)
 - Suggestion to continue surfboard-style bench that already occurs on Palm Avenue west toward Seacoast Drive
- Trash receptacles: Preference for concrete receptacle decorated with coastal/wave theme
- Bike racks:
 - Preference for wave-type rack over loop-type styles
 - Suggestion to have racks that are more decorative (e.g., use a stylized bicycle or surfboard shape for bike rack)

What Style of Lighting do you Prefer? (See annotated attached poster, with yellow circles showing photographs that received the most dots placed by participants)

- Dot exercise indicates a preference for thematic (nautical) or traditional style over contemporary style

What Types of Paving Treatment do you Prefer? (See annotated attached poster, with yellow circles showing photographs that received the most dots placed by participants)

- Concrete sidewalk paving: preference for scored concrete, perhaps with more depth or color
- Specialty paving: preference for intersection medallion-type treatment
 - “More IB” in style
 - Different design at each intersection
- Crosswalk paving: preference for pavers in crosswalk

Design Considerations (dot exercise)

- Top consideration: sustainability
- Intermediate consideration: cost-effective maintenance/installation; alignment with community identity
- Lowest consideration: bicycle/pedestrian safety; attractive and inviting

PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

TYPICAL INTERSECTION CONCEPT

TELL US YOUR COMMENTS!



PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

DELAWARE AND 7TH INTERSECTION AREA



PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

WHAT PLANT MATERIALS DO YOU PREFER?

CANOPY / STREET TREES		TELL US WHY!	TELL US WHY!	PALMS	
					
FLOWERING ACCENT TREES				PARKWAY UNDERSTORY	
					
BIOSWALE TREES				BIOSWALE UNDERSTORY	
					

PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

WHAT STYLE OF STREET FURNITURE DO YOU PREFER?

BENCHES

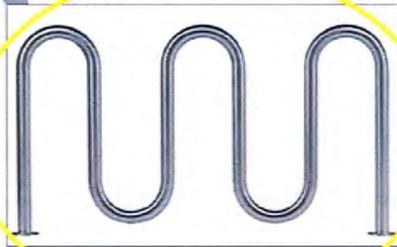


TELL US WHY!

TRASH RECEPTACLES



BIKE RACKS



PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

WHAT STYLE OF LIGHTING DO YOU PREFER?

TRADITIONAL



TELL US WHY!

THEMATIC



CONTEMPORARY



PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

WHAT TYPES OF PAVING TREATMENT DO YOU PREFER?

CONCRETE PAVING



CONCRETE PAVING



DECORATIVE PAVING



TELL US WHY!

EXPOSED AGGREGATE



CONCRETE PAVERS



INTERSECTION TREATMENT



TYPICAL CROSSWALK

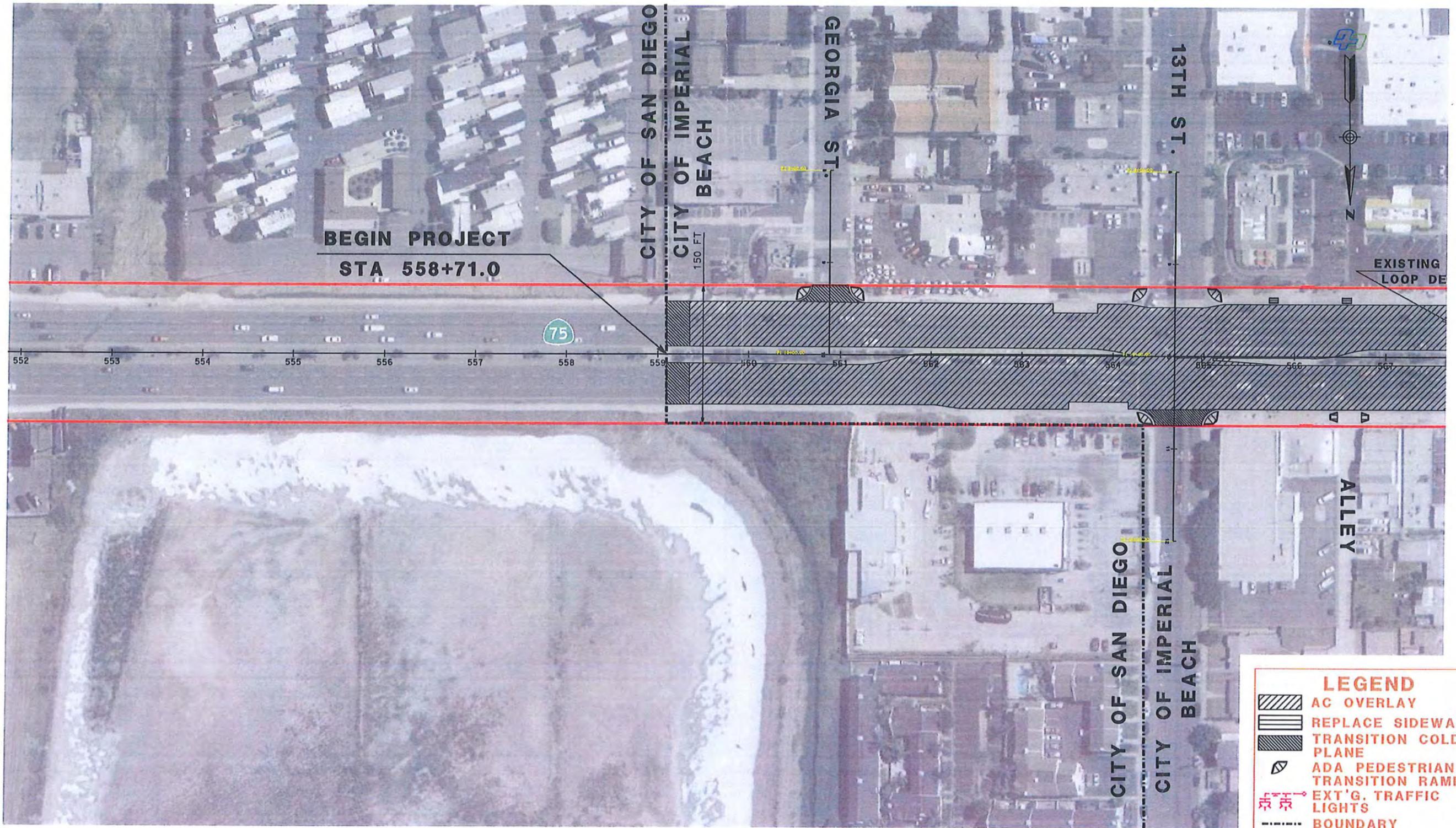


PAVERS IN CROSSWALK



PAINTED CROSSWALK





LEGEND

- AC OVERLAY
- REPLACE SIDEWALK
- TRANSITION COLD PLANE
- ADA PEDESTRIAN TRANSITION RAMP
- EXT'G. TRAFFIC LIGHTS
- BOUNDARY
- EXISTING ROW



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 11
OFFICE OF
ADVANCED PLANNING

SR 75 RELINQUISHMENT PROJECT

FOR PRELIMINARY STUDY ONLY

SCALE: 1:100

EFIS NUMBER: 1115000034

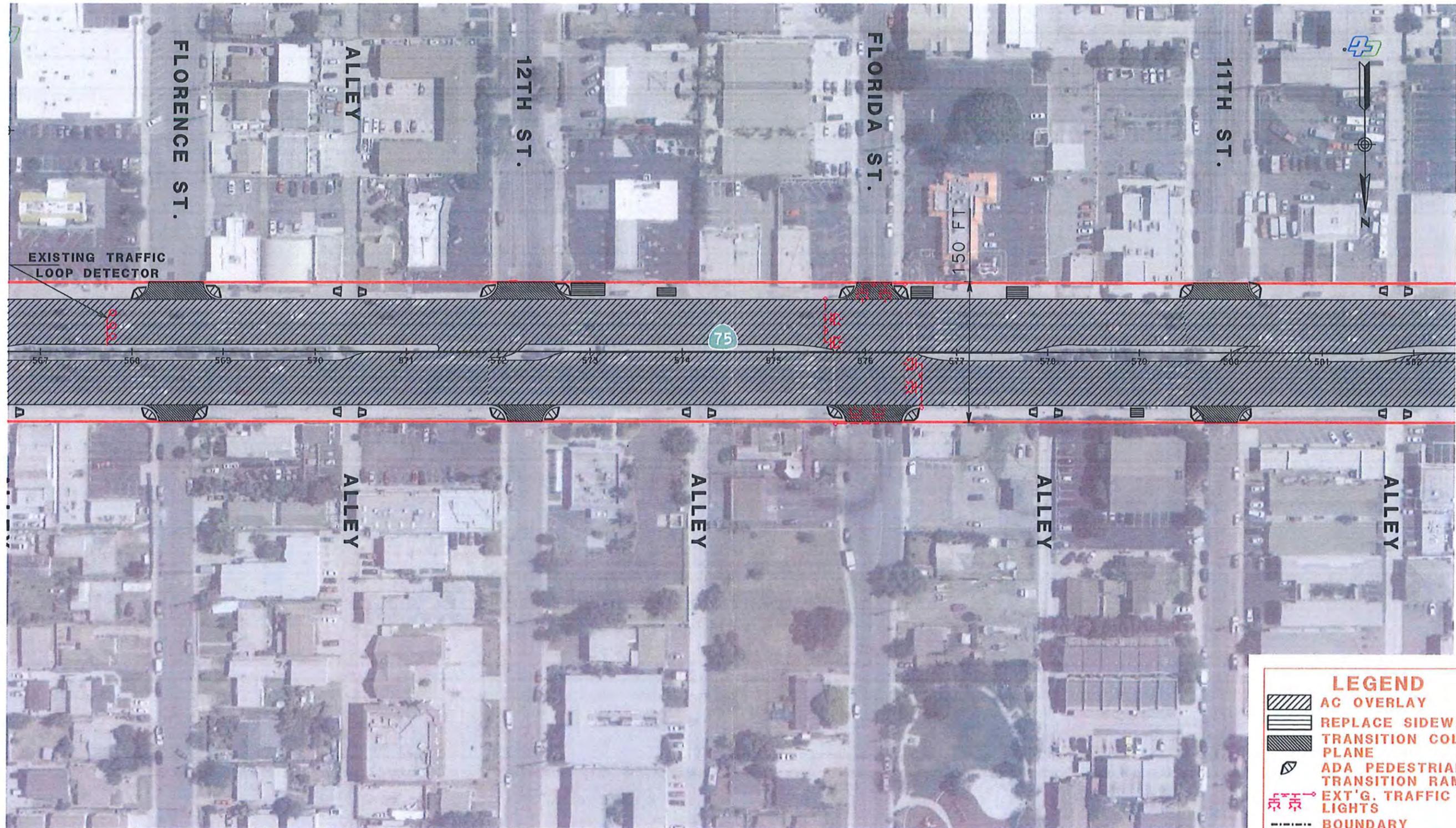
CALCULATED-DESIGNED BY: LINO DELACRUZ

RELATIVE BORDER SCALE 1/8" = 1'-0" (1/8" INCHES)

USERNAME => s122024
DGN FILE => Sheet1.dgn
DATE PLOTTED => 09:53 13-MAR-2015

EXHIBIT 3
1 OF 5

ALL DIMENSIONS ARE IN FEET
UNLESS OTHERWISE SHOWN



LEGEND

-  AC OVERLAY
-  REPLACE SIDEWALK
-  TRANSITION COLD PLANE
-  ADA PEDESTRIAN TRANSITION RAMP
-  EXT'G. TRAFFIC LIGHTS
-  BOUNDARY
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CALCULATED-
 DESIGNED BY

LINO DELACRUZ

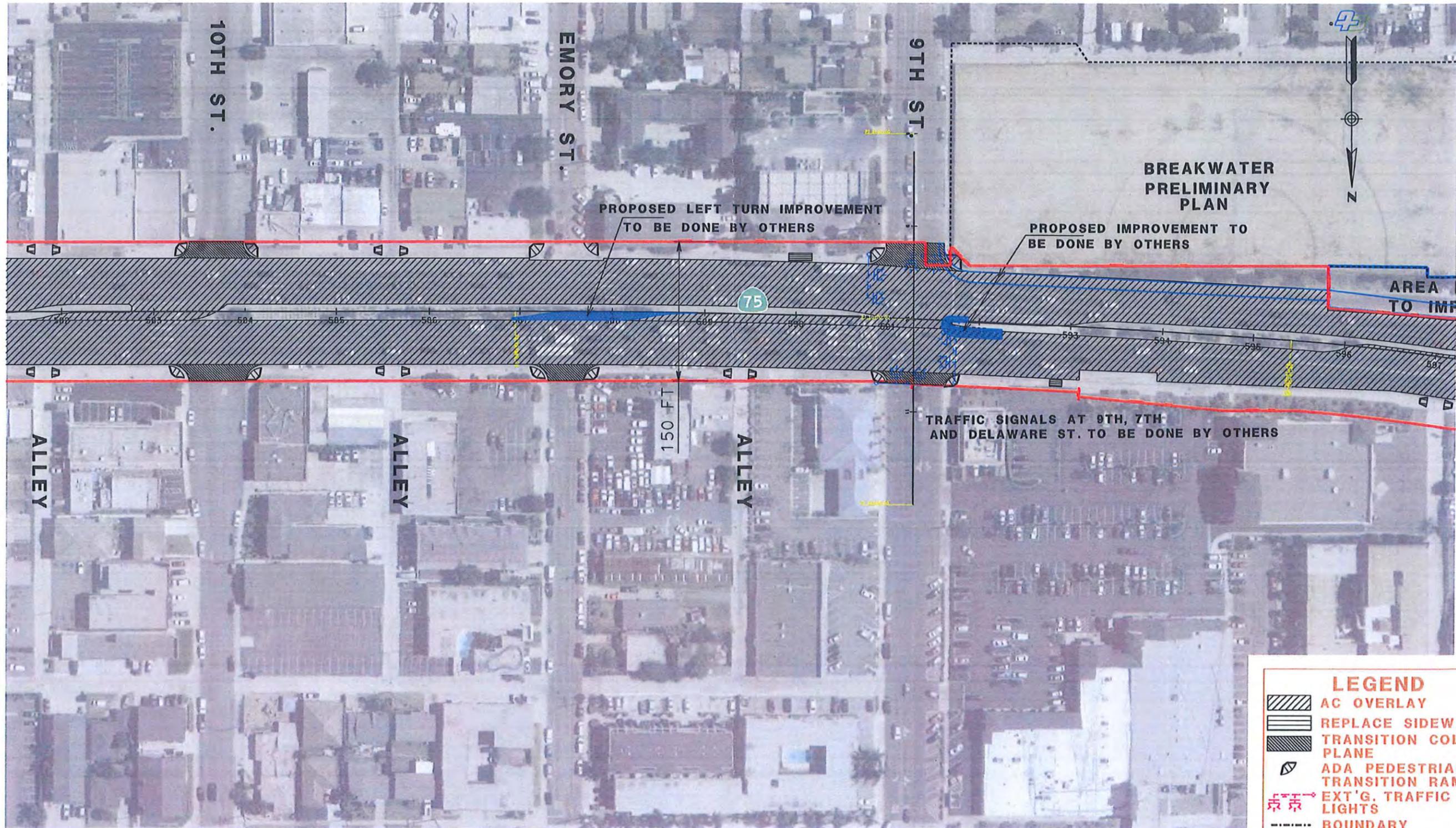
RELATIVE BORDER SCALE
 15 IN INCHES



USERNAME => s122024
 DGN FILE => Sheet2.dgn
 DATE PLOTTED => 09:33 13-MAR-2015

EXHIBIT 3
2 OF 5

ALL DIMENSIONS ARE IN FEET
 UNLESS OTHERWISE SHOWN



PROPOSED LEFT TURN IMPROVEMENT
TO BE DONE BY OTHERS

PROPOSED IMPROVEMENT TO
BE DONE BY OTHERS

AREA
TO IMP

TRAFFIC SIGNALS AT 9TH, 7TH
AND DELAWARE ST. TO BE DONE BY OTHERS

150 FT

LEGEND

- AC OVERLAY
- REPLACE SIDEWALK
- TRANSITION COLD PLANE
- ADA PEDESTRIAN TRANSITION RAMP
- EXT'G. TRAFFIC LIGHTS
- BOUNDARY
- EXISTING ROW



STATE OF CALIFORNIA
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SR 75 RELINQUISHMENT PROJECT

FOR PRELIMINARY STUDY ONLY

SCALE: 1:100

EFIS NUMBER: 1115000034

CALCULATED-
DESIGNED BY

LINO DELACRUZ

RELATIVE BORDER SCALE
15 IN INCHES

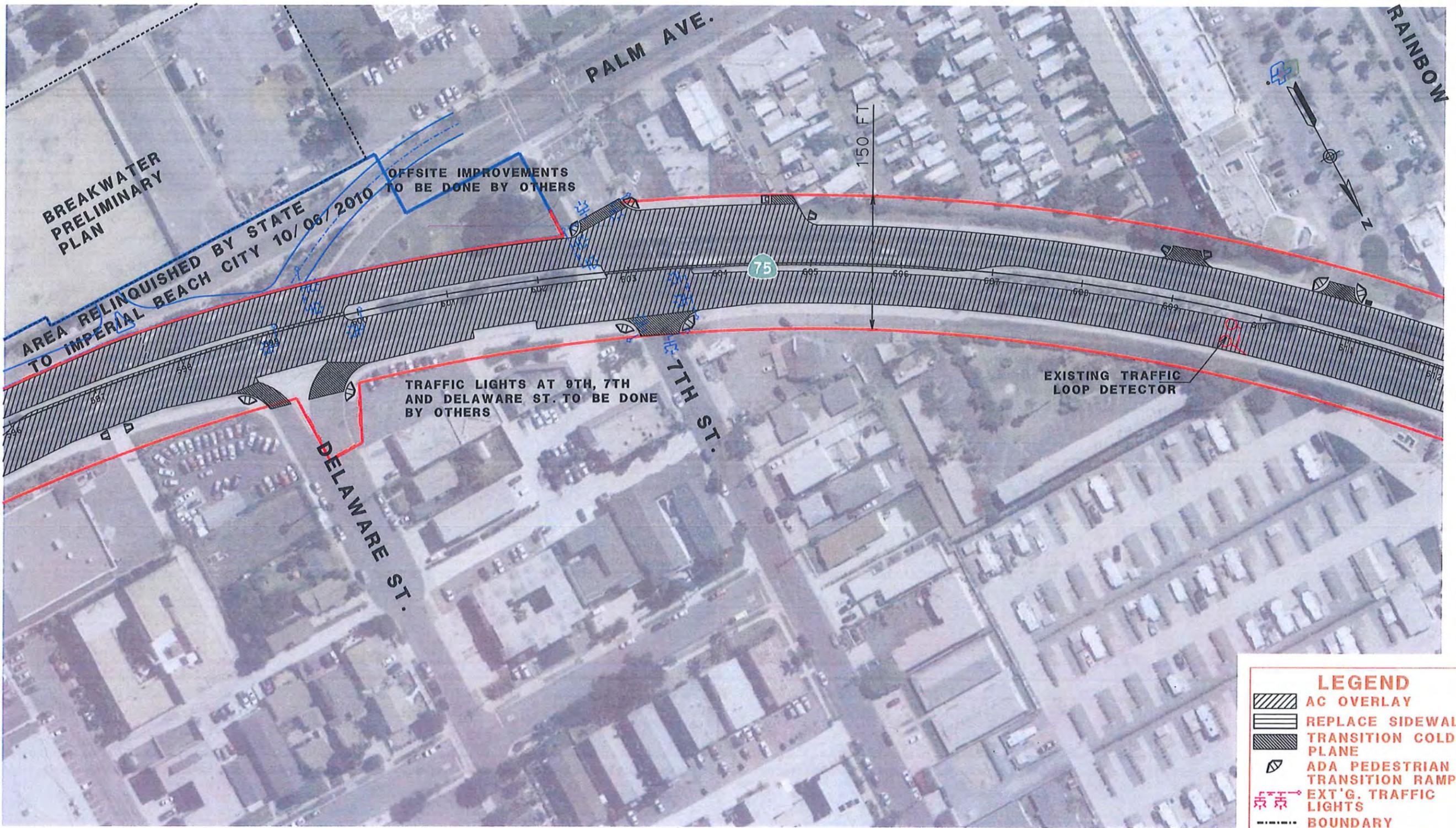


USERNAME =>
DGN FILE =>
DATE PLOTTED =>

s122024
Sheet3.dgn
09:33 13-MAR-2015

EXHIBIT 3
3 OF 5

ALL DIMENSIONS ARE IN FEET
UNLESS OTHERWISE SHOWN



LEGEND

-  AC OVERLAY
-  REPLACE SIDEWALK
-  TRANSITION COLD PLANE
-  ADA PEDESTRIAN TRANSITION RAMP
-  EXT'G. TRAFFIC LIGHTS
-  BOUNDARY
-  EXISTING ROW



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SCALE: 1:100

FOR PRELIMINARY STUDY ONLY

EFIS NUMBER: 1115000034

CALCULATED-DESIGNED BY LINO DELACRUZ

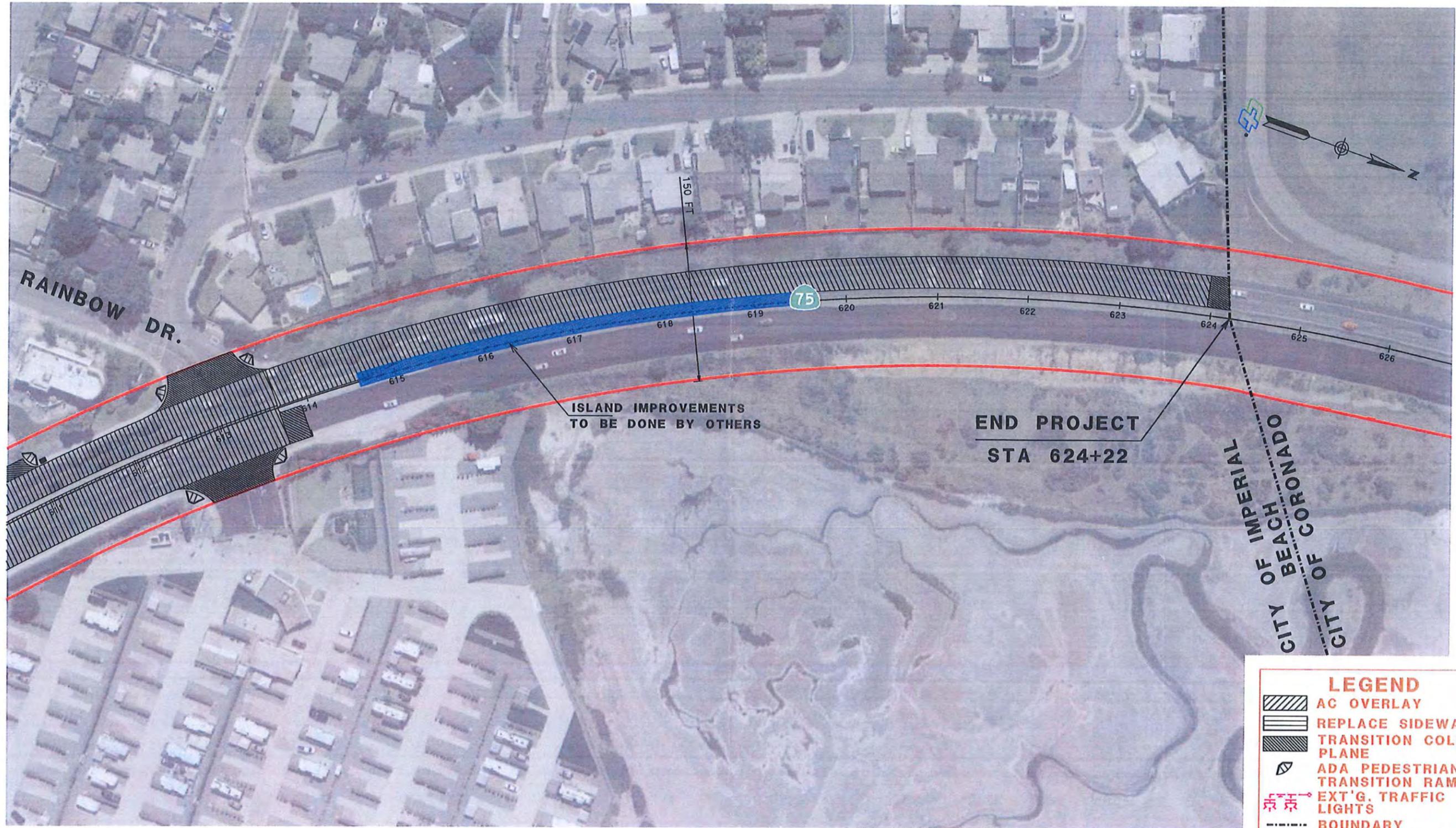
RELATIVE BORDER SCALE 15 IN INCHES



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 DGN FILE => Sheet4.dgn
 DATE PLOTTED => 09:33 13-MAR-2015

EXHIBIT 3
4 OF 5

ALL DIMENSIONS ARE IN FEET
 UNLESS OTHERWISE SHOWN



LEGEND

- AC OVERLAY
- REPLACE SIDEWALK
- TRANSITION COLD PLANE
- ADA PEDESTRIAN TRANSITION RAMP
- EXT'G. TRAFFIC LIGHTS
- BOUNDARY
- EXISTING ROW



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DISTRICT 11
 OFFICE OF
 ADVANCED PLANNING

SR 75 RELINQUISHMENT PROJECT

SCALE: 1:100

FOR PRELIMINARY STUDY ONLY

EFIS NUMBER: 1115000034

CALCULATED/DESIGNED BY

LINO DELACRUZ

RELATIVE BORDER SCALE IS IN INCHES

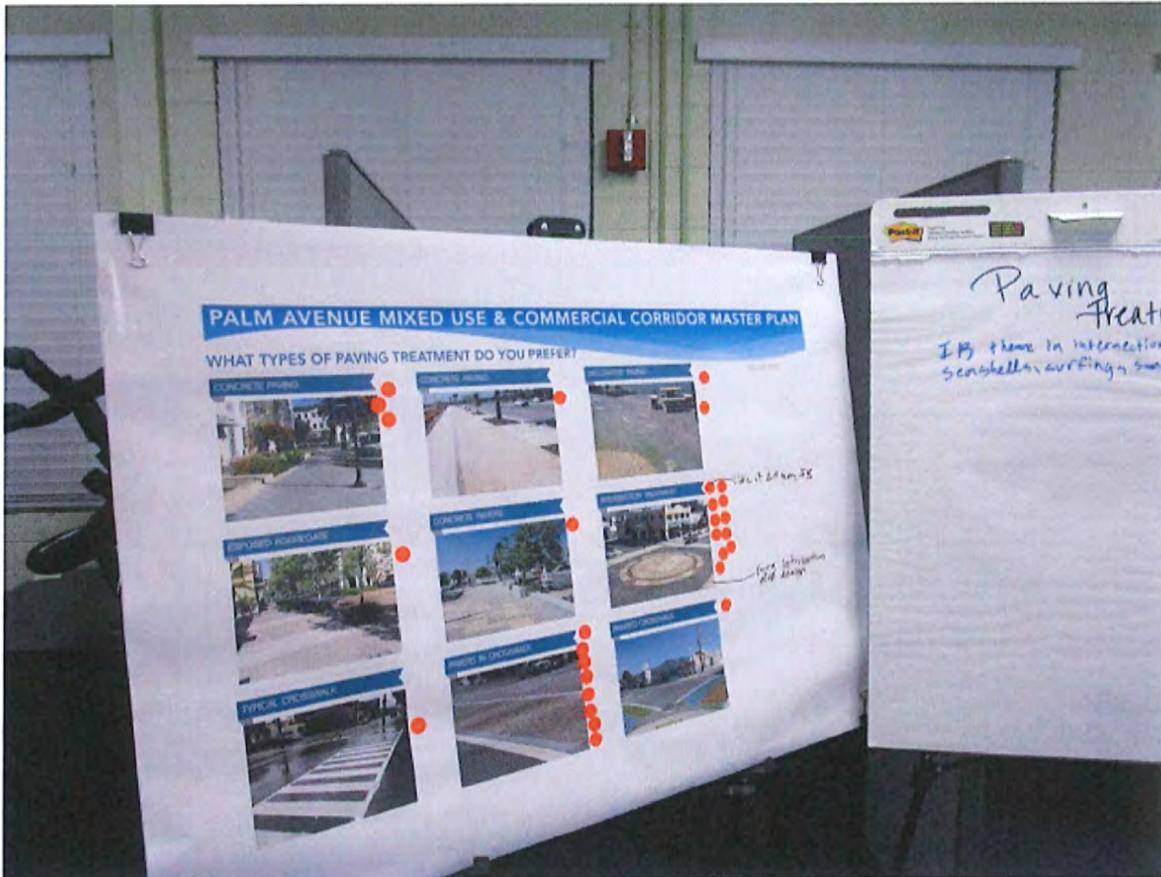


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 DATE PLOTTED => 09:33 13-MAR-2015

EXHIBIT 3
5 OF 5

ALL DIMENSIONS ARE IN FEET
 UNLESS OTHERWISE SHOWN

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PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

WHAT PLANT MATERIALS DO YOU PREFER?

<p>CANOPY / STREET TREES</p>	<p>TELL US WHY!</p> <p>TREES KEEP OUR AIR CLEAN!</p>	<p>TELL US WHY!</p> <p>PALMS</p>
<p>FLOWERING ACCENT TREES</p>		<p>PARKWAY UNDERSTORY</p>
<p>BIOSWALE TREES</p>	<p>TELL US WHY!</p> <p>Bottle brush look but only bottle brush and bottle brush plants</p> <p>Bottle brush is messy</p> <p>Don't pull!!!</p> <p>Avoid messy trees</p>	<p>BIOSWALE UNDERSTORY</p>

PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

WHAT STYLE OF STREET FURNITURE DO YOU PREFER?

<p>BENCHES</p> <p>1</p>	<p>2</p>	<p>3</p> <p>I don't like #2 - too modern! love the wood - totally 18! on the wood one I would worry about staining and sleepers</p>
<p>TRASH RECEPTACLES</p> <p>1</p>	<p>2</p>	<p>3</p> <p>It reminds me of 18 ocean-like design</p>
<p>1</p>	<p>2</p>	<p>3</p> <p>Don't like the rings - not durable 2 and 3 look like they require more maintenance 1 looks more structurally strong</p>

PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

WHAT TYPES OF PAVING TREATMENT DO YOU PREFER?

CONCRETE PAVING



CONCRETE PAVING



DECORATIVE PAVING



TELL US WHY!

EXPOSED AGGREGATE



CONCRETE PAVERS



INTERSECTION TREATMENT



Like it but more FB

Every intersection design

slow at night

TYPICAL CROSSWALK



PAVERS IN CROSSWALK



PAINTED CROSSWALK



Glow at night

barriers - help prevent cars from crashing into stores/robbing shops

PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

WHAT STYLE OF LIGHTING DO YOU PREFER?

TRADITIONAL



TELL US WHY!

Peace

THEMATIC



CONTEMPORARY



PALM AVENUE MIXED USE & COMMERCIAL CORRIDOR MASTER PLAN

DESIGN CONSIDERATIONS

COST EFFECTIVE MAINTENANCE AND INSTALLATION



ATTRACTIVE AND PEDESTRIAN



ALIGNMENT WITH COMMUNITY GROWTH



VEHICLE AND PEDESTRIAN SAFETY



SUSTAINABLE





AGENDA ITEM NO. 5.2

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: APRIL 1, 2015

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT *SW*

SUBJECT: REPORTS: DISCUSSION OF PROPOSED REVISIONS TO THE
IMPERIAL BEACH SIGN CODE RELATED TO DIGITAL SIGNS
(MF 1046)

EXECUTIVE SUMMARY:

The City is currently in the process of revising its sign code. At the April 2, 2014 City Council meeting, the City Council asked that discussion on the item be postponed until the Chamber of Commerce had provided its input and a full Council would be present to discuss the possible revisions. This report provides a summary of various options with respect to digital signs both on private property and on public property and seeks the City Council's direction regarding whether or not the Council wants to allow digital signs within the City and if so, under what types of guidelines and regulations. Direction on way-finding signage is also being sought.

RECOMMENDATION:

That the City Council provide direction to staff regarding digital signs on private/public properties and on way-finding signage. Given the advances in technology and the amount of important information the City could provide to the public, staff believes that a provision allowing digital signs on public property through review and approval by the City Council and/or discretionary permit might be appropriate. However, given the practical difficulty in regulating digital signs on private property, the potential safety concerns they present and the lack of support for digital signs when this issue was presented to the Chamber of Commerce, staff would not recommend allowing them on private property.

RATIONALE:

City staff was directed by the City Council to review and update Chapters 19.52 and 12.44 of the Imperial Beach Municipal Code (the "Sign Code"). Generally speaking, Chapter 19.52 contains the zoning regulations applicable to signage on private property and Chapter 12.44 regulates signage located within the public right-of-way. The objective of the Sign Code revision is to update the regulations for signs in the City of Imperial Beach ("City") based on (1) constitutional standards as set out and interpreted in recent statutes and case law decisions regarding signs and (2) the City's current policy direction related to signs.

OPTIONS:

Digital Signs on Private Property

The City Council has several options related to allowing, regulating and/or disallowing digital signs on private property in the City:

Option 1: Prohibit

The City may legally prohibit all digital signs on private property. If this is the City Council's direction, then no further input is needed and Staff can appropriately draft the prohibition into Chapter 19.52.

Option 2: Allow with Regulations

The City may also allow digital signs on private property and regulate them.

Digital Signs on Public Property

A separate issue for the City Council to consider is whether or not to allow digital signs on public property. Among the options the City Council may consider regarding digital signs on public property, including placement within public rights-of-way, would be:

Option 1: Prohibit Digital Signs on City Property

The City may legally prohibit all digital signs on public property. If this is the City Council's direction, then no further input is needed and Staff can appropriately draft the prohibition into Chapter 12.44 and Chapter 19.24 (PF Zone), if necessary, and offer the same rationale as for the prohibition of digital signs on private property.

Option 2: Allow Digital Sign(s) on City Property to Advertise Solely City Sponsored Events

If the City were to allow placement of a City digital sign on City property, the most conservative approach would be to limit the signs to displays of civic/public interest messages and "City sponsored" messages (or some other preferred term the City may choose) which would be clearly defined in a written policy.

Option 3: Allow some level of advertising and strictly control contents

Similar to cities that allow private advertising on City-owned bus shelters, the City may be able to craft a policy to allow some level of advertising on a City-owned sign on public property.

BACKGROUND:

City staff has been working on an update to the City's Sign Code (IBMC Chapters 19.52 for Zoning and 12.44 for rights-of-way) so that the Sign Code would reflect legal provisions promulgated by recent statutes and court decisions to make the code more legally defensible and more effectively enforceable and to possibly reflect contemporary design and technological standards that appear to be embraced by a number of communities both nationally and regionally.

In general, the City's overall goal is to make its business districts more pedestrian-oriented and less automobile-dependent (in compliance with AB 32 and SB 375). Progress toward this goal would eventually mitigate and decrease the need for larger and more ostentatious signage to attract motorists' attention as they drive along and shop on our streets. However, sign technology and competition for customers (including those that may shop via the internet) is accelerating. Cities are attempting to accommodate local businesses so that their commercial centers can survive, let alone thrive.

Over the past several years, the City engaged AECOM to revise the City's commercial zoning provisions to make the City's commercial districts more competitive and developable and the City has now engaged a consultant team to continue to the next phase of the Palm Avenue Mixed Use and Commercial Corridor Master Plan with the development of detailed plans to implement traffic calming measures along Palm Avenue/SR 75 and to create a more pedestrian- and business-friendly "main street." Staff anticipates, therefore, that the demand for signage, including new and innovative signage, will likely increase. It is hoped that the implementation of this plan will, over time, reduce vehicle speeds and capture the desired customer traffic for the City's businesses.

In the City's consideration of an updated sign code, the City Council discussed the code changes on February 20, 2013. At that meeting, staff recommended a number of revisions and additions to the code that included: an expanded purpose and intent section, message substitution policy, content neutral provisions, changes to definitions, sign area computations, illumination, permit process, exemptions, prohibited signs, pole signs, electronic/ digital signs, sign spinners, sign maintenance, temporary signs, special event signs, commercial and residential sign standards, nonconforming signs, enforcement, and signs in the rights-of-way.

The City Council asked that staff research and provide additional information regarding digital signs. Staff has done additional research and also contacted the Imperial Beach Chamber of Commerce for their input regarding sign code changes including digital signs. When contacted, the Chamber requested additional time so that they can take a survey or poll of their members in order to obtain their input. They also requested that a City representative present them with a briefing at their board meeting.

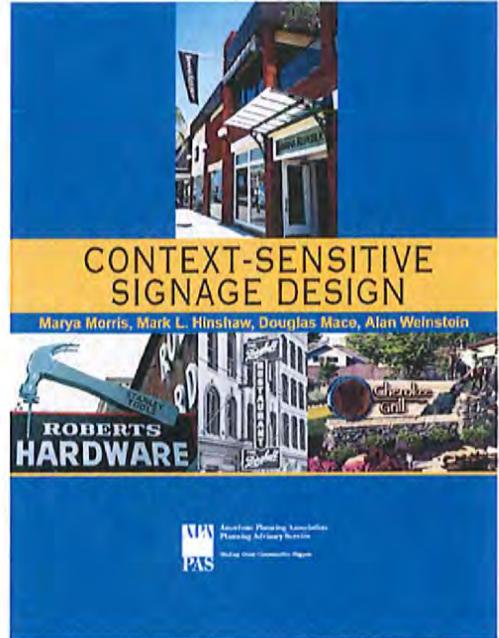
Chamber of Commerce input. City staff gave a presentation to the Chamber of Commerce regarding digital signs. A poll by the Chamber was conducted of its members after the presentation and the Chamber of Commerce advised the City that they would not be in favor of digital signs.

DISCUSSION:

The February 20, 2013 staff report advised the City Council that current law prohibited electronic message displays and digital signs based on safety and aesthetic grounds. However, given the advances in digital information systems and other information technology, the City may want to consider allowing electronic message displays/digital signs while regulating them as to time, place, and manner.

Technological advancements have made electronic message centers (EMC) and digital signs among the most effective means of delivering commercial and noncommercial messages. These signs can have both positive and negative effects on communities. One of the concerns connected with digital signs is that they can be potentially very distracting to drivers. Digital signs can also pose environmental problems; some digital signs are very bright and can be seen for a long distance. The light can potentially affect the overall commercial environment and affect nearby residential areas as well. On the other hand, businesses may want to have access to the most modern and effective means of attracting customers and will tend to locate in areas where they have this access.

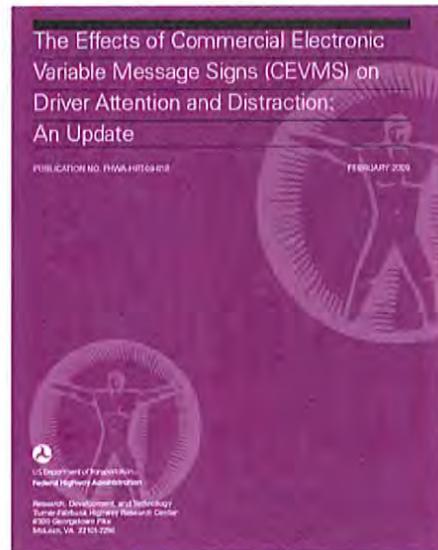
Staff has attended sign code seminars and reviewed some of the literature on the subject of digital signs, including those published by the American Planning Association.



ZONINGPRACTICE April 2008
AMERICAN PLANNING ASSOCIATION



ISSUE NUMBER FOUR
PRACTICE SMART SIGN CODES



In order to finalize revisions to Chapter 19.52 regarding signs (these are the revisions that also must go through the Coastal Commission approval process), City staff needs input from the City Council related to how digital signs will be treated in the sign code update.

Local Coastal Program (LCP) Amendment: Proposed changes to the Zoning Code constitutes an amendment to the Policy and Implementation Components of the City's certified LCP that proposes to add and amend provisions of the General Plan/LCP as described above. Public notice will need to be given of the availability of documents and a request for comments pertaining to this item that will begin a six-week/45-day public review period prior to any final action being taken by the City Council pursuant to California Code of Regulations Code §13515 (14 CCR 13515) and California Government Code §65352. Pursuant to Section 21080.5 of CEQA, the California Coastal Commission will review the proposed amendments for compliance with the certified LCP and CEQA. The proposed amendments must be submitted to the California Coastal Commission for review and certification once it is adopted by the City Council.



ANALYSIS:

Digital Signs on Private Property

Option 1: Prohibit

As noted above, the City may legally prohibit all digital signs on private property. If this is the City Council's direction, then no further input is needed and Staff can appropriately draft the prohibition into Chapter 19.52. One rationale that may be offered to support a prohibition on digital signs is that digital signs pose a distraction to the extent that it would compromise traffic safety, particularly if there are an inordinate number of digital signs along a busy street.

Option 2: Allow with Regulations

As also noted above, the City may allow digital signs on private property and regulate them. One rationale that may be offered to support a decision to allow digital signs might be that a single digital sign can replace multiple banner signs, window signs, building signs, and free-standing signs. With proper controls and standards for digital signs, risk may be minimized.

Because of the potential impact of certain types of digital signs on the community such as the environment, traffic safety, and quality of life for residents in the vicinity of such signs, any ordinance allowing digital signs should include regulations on the display of digital signage. The City may regulate the types of digital signs that will be allowed for different types of businesses and/or different zones. For the most part, regulating digital signs will require both generally applicable regulations, such as a requirement that brightness be keyed to ambient light levels, and regulations that are specific to the type of sign and its location, such as orientation and proximity to residential areas. Other considerations include aesthetics, community character, and traffic safety.

If the City chooses to allow onsite digital signs on private property to advertise a business, service, or product sold on the premises or display noncommercial messages, the sign would be subject to the Imperial Beach sign code, as well as any additional requirements specific to digital signs that should be included in the sign code. For instance, digital signs that comply with size, placement, brightness, or type of sign standards that the City sets for onsite digital signs could be restricted to, for instance, car dealerships, larger shopping/office centers, and/or big box stores. One type of digital signage could be allowed for certain, well-defined uses, and other types of digital signs for other uses or in different zones.

Approval of digital onsite signs might also include additional considerations related to the local area or neighborhood character to be approved by City staff prior to granting a permit. Considerations such as size, placement, orientation, nature of the surrounding area, or other characteristics of the community the City desires to take into account in allowing or denying digital onsite signs could be incorporated into Staff's review.

Typical types of regulations control the physical characteristics of signs, such as size, height and setback. Courts have upheld prohibitions on animated, changeable and flashing signs. It is also possible, even advisable, to regulate factors regarding these types of signs such as intensity, brightness, duration, and instantaneous change of display of the messages facing traffic, both for safety and aesthetic reasons. These factors should also be adjustable to allow for differences in signage, placement, the surrounding area, traffic speed, etc. For instance, a digital sign in a lighted downtown district would presumably not be subject to the same type of regulation as a similar sign in a commercial district adjacent to a residential area. The regulations should take specific conditions into account to balance community interests with the encouragement of economic development.

Some common regulatory provisions for digital onsite signs are:

- Require that the sign display remain static for a minimum of 5-8 seconds and require instantaneous change of the display; i.e. no fading in/out of the message.
- Prohibit scrolling and animation outside of unique and mostly pedestrian-oriented locations.
- Limit brightness to 5,000 nits (a measure of luminescence frequently used to determine the brightness of a display device) during daylight and 500 nits at night.
- Require automatic brightness control keyed to ambient light levels.
- Require display to go dark if there is a malfunction.
- Specify distancing requirements from areas zoned for residential use and/or prohibit orientation of a sign face towards an area zoned for residential use.
- The City can also include any considerations specific to Imperial Beach as a basis for further regulations.

Digital Signs on Public Property

As discussed briefly above, a separate issue for the City Council to consider is whether or not to allow digital signs on public property. All signs in public rights-of-way are governed by Chapter 12.44 of the Code and changes to that chapter do not necessarily require certification by the Coastal Commission. However, most of the public property in Imperial Beach is zoned Public Facility (PF) and, if located in the coastal zone, development would require a coastal development permit. Any changes to the PF Zone or a code change to allow certain signage within the PF Zone would require certification by the Coastal Commission.

Option 1: Prohibit Digital Signs on City Property

Again, the City may legally prohibit all digital signs on public property and, if this is the City Council's direction, then no further input is needed and Staff can appropriately draft the prohibition into Chapter 12.44 and Chapter 19.24 (PF Zone), if necessary, and offer the same rationale as for the prohibition of digital signs on private property.

Option 2: Allow Digital Sign(s) on City Property to Advertise Solely City Sponsored Events

As discussed above, if the City were to allow placement of a City digital sign on City property, the most conservative approach would be to limit the signs to displays of civic/public interest messages and "City sponsored" messages (or some other preferred term the City may choose) which would be clearly defined in a written policy. The written policy should also clearly set out the criteria for sponsorship as well as the types of third parties eligible (and not eligible) to participate. It is also advisable to have an application form for city sponsorship that can be kept on file for reference.

A rationale that may be offered for allowing digital signs on public property would be similar to that offered to allow digital signs on private property, i.e. a single digital sign can replace multiple banner signs and numerous static display free-standing signs. With proper controls and standards for digital signs, risk may be minimized. Staff would be in favor of allowing digital signs on public property with a conditional use permit (CUP).

Some measures that the City may want to follow to make sure that the City's signage does not raise constitutional issues include:

- Having a written policy setting out in detail the types of messages that are prohibited;
- Definitions of terms used where necessary as part of the written policy;
- Prohibit "issue-oriented" messages, that is, messages subject to debate or taking sides, such as politics or religion. Allowing issue-oriented messages would likely open the forum to all who want to express their views. In that case, the City's control over the content of the messages would be lost; and
- Allow the City's own civic event, public service, public interest, or emergency messages that are not on topics subject to debate. For example, the City of La Mesa has a sign that displays City events, City Council and commission meetings, time and temperature, etc.

Option 3: Allow some level of advertising and strictly control contents

Similar to cities that allow private advertising on City-owned bus shelters, the City may be able to craft a policy to allow some level of advertising on a City-owned sign on public property. This approach, however, is not commonplace and if the City Council desired to explore this approach, then Staff recommends that the City consult a sign code/First Amendment expert to discuss the options available to the City.

Civic Organizations Control of Digital Signs on City-owned or Private Property

At the February 20, 2013 meeting, the City Council asked questions regarding the ability to allow the Chamber of Commerce or Business Improvement District (BID) to have a sign on their property and charge for advertising. Staff does not believe this would be allowed because allowing the Chamber or BID to erect a digital sign on its own property for the purpose of advertising for other businesses would be considered offsite advertising which is prohibited in the sign code. These two organizations are not government organizations and must be treated the same as other private businesses/property owners. Therefore, if the City Council allows digital signs to be erected on private property, then the Chamber or BID could erect a digital sign solely to advertise its own events and their own messages relating to their own organization's business, but they could not sell advertising space to others.

Similarly, because the BID and Chamber are not government entities, there is not a way to allow them to erect a sign on City property and then sell advertising space to other third parties. The City itself may use its own property for communicative purposes, but this ability does not translate to private entities.

Way-finding Signage. Closely related to digital signs are way-finding signage programs. Way-finding can be defined as spatial problem solving, directing the public as to where they are in a building or an environment, where their desired location is, and how to get there from their present location. There are specialists in this field who provide such services on a consultant basis. Staff suggests that way-finding signage programs be allowed through a CUP where controls may be placed by the City as to location, height, and way-finding content. Various agencies offer grants for such programs.

ENVIRONMENTAL DETERMINATION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA): Once initiated by the City Council, this Sign Code Amendment will be defined as a project per CEQA Guidelines § 15378 and the necessary environmental documents will need to be processed by the City as the Lead Agency.

FISCAL IMPACT:

No fiscal impact except for staff time to be spent processing an LCP amendment through the Coastal Commission.

Attachments:

1. Deborah Cook's information
- c: file MF 1046 Sign Code Update
Joann Barrows, Imperial Beach Chamber of Commerce, 805 Ocean Lane, Imperial Beach, CA 91932 joannkbarrows@gmail.com info@ib-chamber.com
Deborah Cook, fondafunn@cox.net
Kim Paris, IB Beautiful, 600 Palm Ave. Ste. #222, Imperial Beach, CA 91932
kparis.ibb@gmail.com

ATTACHMENT 1

Dear Sir:

Attached is information as per our April phone conversation. This is regarding sign advertising to raise revenue for the city of Imperial Beach. Electronic signs can be located at the locations pictured.

The Imperial Beach Chamber of Commerce or BID could manage the ads placed on the signs, and collect the \$ from businesses.

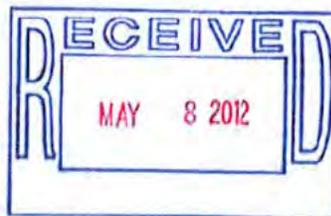
I have included pictures and also the current code that I would like to be considered for change. The city of Imperial Beach needs move forward with changes to de-regulate and simplify city government.

By making these changes not only will the city benefit but also local businesses. Signs like this can get the word out to those who drive through our city via 75 and Palm. We want people to spend money here! We want people to know about events here!

Thank you for your time and attention. It is greatly appreciated.

Sincerely,

Signature on file

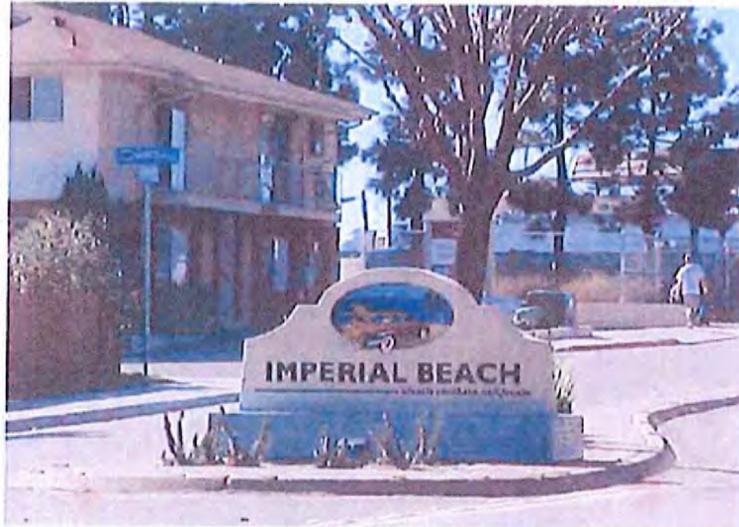


Electronic billboard can generate revenue for the city:

1. Local businesses can advertise their business or a special sale event.
2. Other local cities can advertise.
3. I.B. city can advertise weather, beach conditions, surf, water temp., etc.
4. I.B. city can advertise local events: farmers market, chili cook off day, garage sale day, etc.
5. I.B. chamber of commerce can advertise and promote visitor information.
6. I.B. city can alert drivers about road conditions on Palm Avenue or other streets-----due to construction or ?



2nd Electronic billboard → Imperial Beach Blvd
and 13th ...



Note → a 3rd sign could also be located
at 13th and Palm...

eliminate this



and this...



Local examples:



Please consider a code change -
bring much need revenue to I.B.
- See item with star

Chapter 19.52 SIGNS

19.52.010 Purpose.

The purpose of these sign regulations are to encourage the effective use of signs as a means of communication in the City; to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effects of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations. This sign code is adopted under the zoning authority of the City in furtherance of the more general purposes set forth in the zoning code. (Ord. 94-884, 1994)

19.52.020 Applicability.

A sign may be erected, placed, established, painted, created, or maintained in the City only in conformance with the standards, procedures, exemptions, and other requirements of this code.

The effect of this code as more specifically set forth herein is:

To establish regulations to allow a variety of types of signs in commercial zones, and a limited variety of signs in residential zones, subject to the standards and the permit procedures of this code;

To allow certain signs that are small, unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this code, but without a requirement for permits;

To provide for temporary signs in limited circumstances;

To prohibit all signs not expressly permitted by this code; and

To provide for the enforcement of the provisions of this code. (Ord. 94-884, 1994)

19.52.030 Definitions and interpretation.

Words and phrases used in this Chapter shall have the meanings set forth in this Chapter, or as defined elsewhere in this code. All other words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this code.

A. Animated Signs.

Any sign that uses movement or change of lighting to depict action or create a special effect of scene.

B. Balloon and Inflatable Signs or Inflatable Attention Getting Devices. Any air or gas filled device located, attached, or tethered to the ground, site, merchandise, building, or roof and used for the purposes of signage, advertising, or attention getting.

C. Banner.

Any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges. National flags, State or municipal flags, or the official flag of any institution or business shall not be considered banners.

D. Beacon.

Any light with one or more beams directed into the atmosphere or directed at one or more points on the same lot as the light source; also, any light with one or more beacons that rotate or move.

E. Building sign.

Any sign attached to any part of a building, as contrasted to a freestanding sign.

F. Canopy sign.

Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

* G. Changeable copy sign.

A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face of the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this Code. A sign on which the copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy or animated sign for purposes of this Code.

H. Commercial Message.

Any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service or other commercial activity.

I. Director.

The Community Development Director or his/her designee.

J. Flag.

Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or other entity.

K. Any sign supported by structures or supports that is placed on, or anchored in, the ground and that is independent from any building or other structure.

L. Incidental Sign.

A sign, generally information, that has a purpose secondary to the use of the lot on which it is located, such as "no parking", "entrance", "loading zone", "telephone", and other similar directives. No sign with a commercial message legible from a position off the lot on which the sign is located shall be considered incidental.

M. Lot.

Any piece or parcel of land or portion of a subdivision, the boundaries of which have been established by some legal instrument of record, that is recognized and intended as a unit for the purpose of transfer of ownership.

N. Marquee.

Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

O. Marquee Sign.

Any sign attached to, or in any manner, made part of a marquee.

P. Nonconforming Sign.

Any sign that does not conform to the requirements of the code.

Q. Pennant.

Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move in the wind.

R. Person.

Any association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.

S. Pole Sign.

Any sign supported by a pole or support structure that is placed on, or anchored in, the ground and that is independent from any building or other structure.

T. Portable Sign.

Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs converted to A or T-frames; menu and sandwich board signs; balloons and inflatable or inflatable attention-getting devices used as signs; umbrellas used for advertising; and signs attached or to painted on vehicles parked and visible from the public-right-of-way, unless said vehicle is used in the

19.52.220 Signs exempt from regulation under this code.

The following signs shall be exempt from regulation under this code:

- A. Any public notice or warning required by a valid and applicable Federal, State or local law, regulation, or ordinance;
- B. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot or parcel on which such sign is located;
- C. Works of art that do not include a commercial message;
- D. Holiday lights and decorations with no commercial message, but only between November 15 and January 15; and
- E. Traffic control signs on private property, such as "Stop", "Yield", and similar signs, the face of which meet Department of Transportation standards and which contain no commercial message of any sort. (Ord. 94-884, 1994)

19.52.230 Signs prohibited under this code.

All signs listed below are considered expressly prohibited under the provisions of this Chapter:

1. Roof signs;
2. Pole signs;
3. Billboards;
- ★4. Changeable Copy signs, except time and temperature signs;
5. Animated signs, balloons and inflatable signs or inflatable attention-getting devices, boacon, pennants, and portable signs, except for special events as provided for in this Chapter;
6. Signs located within or projecting into the public right-of-way, not including governmental or public service signage or as otherwise permitted in this Chapter;
7. Signs posted on trees, rocks, or other natural features;
8. Signs made of paper or cardboard displayed on the outside of windows or exterior walls except as otherwise permitted in this Chapter;
9. Any sign which has been more than fifty percent destroyed, and the destruction is other than facial copy replacement, and the display cannot be repaired within thirty (30) days of the date of its construction. (Ord. 94-884, 1994)

19.52.240 General permit procedures.

The following procedures shall govern the application for, and the issuance of, all sign permits under this code, and the submission and review of Signage Plans and Comprehensive Signage Plans:

A. Applications.

All applications for sign permits of any kind shall be submitted to the Community Development Department on an application form or in accordance with the application specifications published by the Community Development Department.

B. Completeness.

Within five days of receiving an application for a Signage Plan or a Comprehensive Signage Plan, the Community Development Department shall review it for completeness. If the Community Development Department finds that it is complete, the application will then be processed. If the Community Development Department finds that it is incomplete, the Community Development Department shall, within such five-day period, send the applicant a notice of specific ways in which the application is deficient, with appropriate references to the applicable sections of this code.

C. Action.

Within seven days of the submission of a complete application for a sign permit, Signage Plan, or Comprehensive Signage Plan the Community Development Department shall

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AW*
MEETING DATE: APRIL 1, 2015
ORIGINATING DEPT.: CITY ADMINISTRATION
SUBJECT: STRATEGY FOR GOAL IDENTIFICATION AND ESTABLISHING BUDGET AND CAPITAL IMPROVEMENT PLAN PRIORITIES

EXECUTIVE SUMMARY:

At the City Council retreat held on February 18, 2015, an assignment was given to Councilmember Bragg, Councilmember Spriggs and City Manager Hall to provide the City Council with a strategy to identify goals and establish priorities in connection with the preparation of the two year municipal budget and Capital Improvements Program. In particular, there was interest in improving public engagement resulting in an overall increase in community awareness of the budgeting process and the fiscal opportunities and constraints in Imperial Beach. A process has been identified that will coincide with the preparation of the budget and include community outreach and input.

Recommendation: Direct staff to prepare for a community outreach event where residents can learn more about current department activities, discuss and suggest future projects, and provide input on the two year municipal budget; also direct staff to initiate a comprehensive update of The Big Picture Document.

Rationale: A well designed and effective community outreach event can assist the City Council in reaching their goal of informing the residents and receiving input regarding the preparation of the two year municipal budget and Capital Improvements Program. A comprehensive update of the Big Picture document, with significant public input, will enable the Council and public to explore the City's challenges and opportunities strategically.

Options:

- Direct staff to design and prepare for a community outreach event and initiate a comprehensive update to the Big Picture Document with significant public input
- Propose an alternative strategy for goal identification and establishing priorities
- Direct staff to pursue a more traditional process for the preparation of the two year municipal budget and Capital Improvements Program

BACKGROUND:

The purpose of the retreat was for members of the City Council to identify common ground that would allow the City Council to function more effectively as the governing body of the City. At the retreat, Councilmember Bragg, Councilmember Spriggs and City Manager Hall were assigned to provide a strategy for setting goals and establishing priorities for the coming year in connection with the preparation of the budget and Capital Improvements Program (CIP). Councilmember Bragg, Councilmember Spriggs and City Manager Hall have met and discussed the potential of holding a community gathering where the public would be engaged in learning more about what each department is currently working on and what some of the goals are for the future, and separately, but in conjunction with the preparation of the budget, place a public hearing item on the City Council agenda to initiate a comprehensive update to the Big Picture document. Each of these actions would allow residents to provide input that can help guide the decision making process of the City Council in the preparation of the budget and CIP.

ANALYSIS:

Councilmember Bragg, Councilmember Spriggs and City Manager Hall discuss the potential community gathering and would suggest that the City Council consider the following:

1. The community gathering would be held on Thursday, April 23, from 6:00 p.m. until 8:00 p.m. at Veteran's Park on Imperial Beach Blvd.
2. There would be various tables, or stations, where each department would have staff present to make a presentation lasting approximately 20 minutes. The various stations could include:
 - a. Public Safety (Fire, Lifeguard, Animal Control, Sheriff, Community Activities)
 - b. Public Works (Streets, Sewer, Tidelands, Facilities, Fleet, Environment)
 - c. Community Development (Development, Code Compliance, Building)
 - d. Administration (Budget and Finance)
 - e. Management (Personnel, Clerk, Economic Development)
3. The presentation would include about 10 minutes of staff providing information about the current activities and potential future projects, followed by a 5-10 minute question and answer period. A scribe would be at each station to record comments and provisions for written comments would also be available.
4. The public would be encouraged to visit each station.
5. It was discussed that perhaps hotdogs and soda could be served.
6. The community gathering is intended to obtain information from the residents, provide an opportunity for input and to have a good old fashioned community gathering.
7. The input would be gathered and presented to the City Council at the budget workshop anticipated to occur in May.

Councilmember Bragg, Councilmember Spriggs and City Manager Hall also felt that a more strategic public discussion and comprehensive update of the Big Picture planning document, originally approved in 2000, would build a foundation for the vision and strategic longer term view that was discussed at the retreat. Ideally, the first public discussion would occur during the first City Council meeting in May, with a focus on familiarization with the key findings and recommendations in the document, a brief review of progress made since the year 2000, receipt of public comment on that progress and what remains to be done. This allows the City Council to consider this input and discuss these items prior to final adoption of the budget and allocation of fiscal resources. It is likely that additional public workshops will be necessary to complete a comprehensive update to the Big Picture document as a core planning guide for the City.

Councilmember Bragg, Councilmember Spriggs and City Manager Hall all felt it was important to gather the information in fun and innovative ways that would serve many purposes beyond what can be obtained from a static survey. The City Council will be able to discuss this issue and provide any suggestions or ideas at the City Council meeting.

ENVIRONMENTAL DETERMINATION:

This report is not a project as defined by CEQA.

FISCAL IMPACT:

It is anticipated that the setup for the event and refreshments would cost approximately \$1,000. If the Council decided to have a reception after the May 6, 2015 public hearing on The Big Picture as a way to generate more participation, the cost would be approximately an additional \$500.