



# A G E N D A

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



**FEBRUARY 16, 2011**

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

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

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

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

**CLOSED SESSION CALL TO ORDER BY MAYOR**

**ROLL CALL BY CITY CLERK**

**CLOSED SESSION**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8:

Property: 550 Highway 75, Imperial Beach, CA 91932, APN 625-140-08 & 626-070-33

Agency Negotiator: City Manager and City Attorney

Negotiating Parties: D & A Semi Annual Mortgage Fund LPIII

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

**2. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

Pursuant to Govt. Code 54956.9(b)(3)(A)

Significant Exposure to Litigation (1 case)

**3. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

Pursuant to Govt. Code 54956.9(c)

Initiation of Litigation (1 case)

**4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code Section 54957

Title: City Manager

**RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)**

**REGULAR MEETING CALL TO ORDER BY MAYOR**

**ROLL CALL BY CITY CLERK**

**PLEDGE OF ALLEGIANCE**

**AGENDA CHANGES**

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

**COMMUNICATIONS FROM CITY STAFF**

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

**PRESENTATIONS (1.1)**

**1.1 TIJUANA ESTUARY UPDATE BY DR. MIKE MCCOY. (0150-40)**

**CONSENT CALENDAR (2.1 - 2.8)** - All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.

**2.1 MINUTES.**

City Manager's Recommendation: Approve the minutes of the Special City Council Meeting of January 14, 2011.

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

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 72497 through 72654 with the subtotal amount of \$1,286,534.00 and Payroll Checks 43517 through 43589 for the pay periods ending 01/13/11 and 01/27/11 with the subtotal amount of \$294,736.14, for a total amount of \$1,581,270.14.

**2.3 RESOLUTION NO. 2011-6995 – AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN A REGIONAL WASTE TIRE ENFORCEMENT PROGRAM. (0270-60)**

City Manager's Recommendation: Adopt Resolution.

**2.4 RESOLUTION NO. 2011-6996 – APPROVING AMENDMENT NO. 1 TO THE AGREEMENT AMONG THE CITY OF IMPERIAL BEACH, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT AND TRAFFIC SERVICES. (0390-88)**

City Manager's Recommendation: Adopt Resolution.

**2.5 RESOLUTION NO. 2011-7002 – AUTHORIZING THE RENUMBERING OF RESOLUTION NOS. 2011-6989 AND R-11-241, ADOPTED ON JANUARY 26, 2011 TO CORRECT CLERICAL ERROR . (0640-05)**

City Manager's Recommendation: Adopt Resolution.

**2.6 APPROVING THE AWARD OF GRANTS UNDER THE 2010-2011 FISCAL YEAR COMMUNITY GRANTS PROGRAM. (0330-15)**

City Manager's Recommendation: Approve the award of grants under the FY 2010-2011 Community Grants Program as listed on the staff report.

**2.7 RESOLUTION NO. 2011-7004 – AUTHORIZING THE SALE OF CERTAIN SURPLUS CITY EQUIPMENT. (0380-45)**

City Manager's Recommendation: Adopt Resolution.

**2.8 RESOLUTION NO. 2011-6994 – AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A COOPERATION AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE CITY OF IMPERIAL BEACH FOR A COMMUNITY DEVELOPMENT PROGRAM AND SIGN OTHER ANCILLARY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT. (0650-33)**

City Manager's Recommendation: Adopt Resolution.

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

None.

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

### **4.1 ORDINANCE NO. 2011-1115 – ADOPTION OF THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, INCLUDING LOCAL AMENDMENTS FOR THE CITY OF IMPERIAL BEACH. (0710-95)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report;
3. Close the public hearing;
2. Mayor call for the reading of the title of Ordinance No. 2011-1115, adopting the 1997 Uniform Code for Abatement of Dangerous Building Code with changes;
3. City Clerk read title of Ordinance No. 2011-1115; and
4. Motion to dispense with second reading and adopt Ordinance No. 2011-1115 by title only.

## **PUBLIC HEARINGS (5.1)**

### **5.1 RESOLUTION NOS. 2011-6999 AND 2011-7000 – FINDING AND CONFIRMING ABATEMENT COSTS FOR THE ABATEMENT OF WEEDS & RUBBISH REGARDING THE PROPERTIES LOCATED AT 715 HOLLY AVENUE AND 822 GEORGIA ARE APPROPRIATE AND ASSESSING COSTS OF ABATEMENT. (0470-20)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report;
3. Entertain any objections or protests;
4. Close the public hearing; and
5. Adopt resolutions.

## **REPORTS (6.1 - 6.7)**

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

City Manager's Recommendation: Receive the update report on the Seacoast inn project and provide comment and input as necessary.

### **6.2 RESOLUTION NO. 2011-6998 – APPROVING THE AMENDMENT OF COUNCIL POLICY 414: POLICIES PROCEDURES, AND GUIDELINES GOVERNING THE COMMUNITY GRANTS PROGRAM. (0330-15)**

City Manager's Recommendation: Adopt resolution.

### **6.3 NO ITEM.**

### **6.4 RESOLUTION NOS. 2011-7005 AND R-11-246 AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR TO ENTER INTO A COOPERATION AGREEMENT AND NECESSARY SECURITY INSTRUMENTS BETWEEN THE CITY OF IMPERIAL BEACH AND THE REDEVELOPMENT AGENCY FOR PAYMENTS OF CERTAIN COSTS ASSOCIATED WITH CERTAIN REDEVELOPMENT AGENCY FUNDED PROJECTS. (0640-05)**

City Manager's Recommendation: Adopt resolutions.

### **6.5 ADOPTION OF RESOLUTION NOS. 2011-7003 AND R-11-247 AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR TO EXECUTE A LEASE AGREEMENT FOR 495 10<sup>th</sup> STREET ("PUBLIC WORKS YARD"); APN 626-060-05. (0640-05 & 0910-30)**

City Manager's Recommendation: That the City Council/Redevelopment Agency adopt Resolution Numbers 2011-7003 and R-11-247 authorizing:

1. The City Manager/Executive Director to finalize and execute a lease for real property located at 495 10<sup>th</sup> Street; and
2. The City Manager/Executive Director to take any implementing actions to carry out the intent and purposes of the lease agreement.

*Continued on Next Page*

**REPORTS (Continued)**

**6.6 RESOLUTION NO 2011-7001 – DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY, DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY, AND APPROVING THE SAN DIEGO COUNTY HOUSING AUTHORITY TO FUNCTION AND OPERATE LEASED HOUSING. (0412-20 & 0640-05)**

City Manager's Recommendation: Adopt resolution.

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

City Manager's Recommendation:

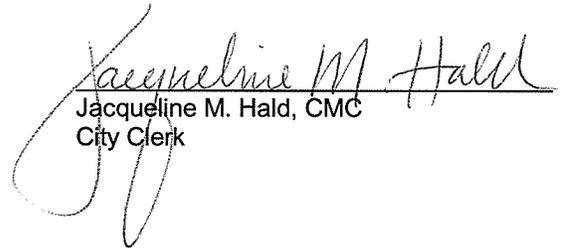
1. Mayor appoint/change City Council Representation Assignments for the Metro Wastewater Commission/JPA and the SANDAG – Shoreline Preservation Working Group in accordance with Chapter 2.18.010.C of the I.B.M.C.
2. City Council approve Mayor's appointments the Metro Wastewater Commission/JPA and the SANDAG – Shoreline Preservation Working Group.

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

**ADJOURNMENT**

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

FOR YOUR CONVENIENCE, A COPY OF THE AGENDA AND COUNCIL MEETING PACKET MAY BE VIEWED IN THE OFFICE OF THE CITY CLERK AT CITY HALL OR ON OUR WEBSITE AT [www.cityofib.com](http://www.cityofib.com).

  
Jacqueline M. Hald, CMC  
City Clerk

# DRAFT

## MINUTES

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

**FRIDAY, JANUARY 14, 2011**

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

**SPECIAL MEETING – 3:40 P.M.**

### **SPECIAL MEETING CALL TO ORDER**

MAYOR JANNEY called the Special Meeting to order at 3:40 p.m.

### **ROLL CALL**

Councilmembers present:	Bragg, King
Councilmembers absent:	Spriggs
Mayor present:	Janney
Mayor Pro Tem present:	Bilbray

Staff present:	City Manager Brown; City Attorney Lyon; Administrative Secretary Michelle Posada; Redevelopment Coordinator Selby; Finance Director McGrane
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### **COMMUNICATIONS FROM CITY STAFF**

None.

### **PUBLIC COMMENT**

None.

### **REPORTS (1-4)**

- 1. RESOLUTION NO. 2011-6991 AND R-11-243 – AUTHORIZATION BY THE CITY COUNCIL AND AGENCY BOARD FOR THE CITY MANAGER AND EXECUTIVE DIRECTOR TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE AGENCY TO MEMORIALIZE EXISTING AND ONGOING OBLIGATIONS OF THE AGENCY FOR THE PROVISION BY THE CITY TO THE AGENCY OF FINANCIAL AND PERSONNEL ASSISTANCE, USE OF FACILITIES, AND OTHER AID ON A CURRENT AND ONGOING BASIS.**

CITY MANAGER BROWN gave a report on the item and responded to a question of Council.

MAYOR JANNEY spoke in support of the item.

**MOTION BY BRAGG, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2011-6991 – AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE AGENCY TO MEMORIALIZE EXISTING AND ONGOING OBLIGATIONS OF THE AGENCY FOR THE PROVISION BY THE CITY TO THE AGENCY OF FINANCIAL AND PERSONNEL ASSISTANCE, USE OF FACILITIES, AND OTHER AID ON A CURRENT AND ONGOING BASIS. MOTION CARRIED UNANIMOUSLY.**

**MOTION BY KING, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. R-11-243 – AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE AGENCY TO MEMORIALIZE EXISTING AND ONGOING OBLIGATIONS OF THE AGENCY FOR THE PROVISION BY THE CITY TO THE AGENCY OF FINANCIAL AND PERSONNEL ASSISTANCE, USE OF FACILITIES, AND OTHER AID ON A CURRENT AND ONGOING BASIS. MOTION CARRIED UNANIMOUSLY.**

2. **RESOLUTION NO. 2011-6992 AND R-11-244 – AUTHORIZATION BY THE CITY COUNCIL AND AGENCY BOARD FOR THE CITY MANAGER AND EXECUTIVE DIRECTOR TO EXECUTE TWO AGREEMENTS BETWEEN THE CITY AND AGENCY TO MEMORIALIZE THE EXISTING BALANCE, EXISTING AND FUTURE PAYMENT SCHEDULES AND OTHER TERMS FOR EXISTING LOANS MADE BY THE CITY TO THE RDA IN THE PAST.**

CITY MANAGER BROWN gave a report on the item.

MAYOR JANNEY spoke in support of the item.

**MOTION BY BRAGG, SECOND BY KING, TO ADOPT RESOLUTION NO. 2011-6992 – AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS BY AND BETWEEN THE CITY OF IMPERIAL BEACH AND THE IMPERIAL BEACH REDEVELOPMENT AGENCY TO MEMORIALIZE THE EXISTING BALANCE, EXISTING AND FUTURE PAYMENT SCHEDULES AND OTHER TERMS FOR EXISTING LOANS MADE BY THE CITY TO THE AGENCY IN THE PAST. MOTION CARRIED UNANIMOUSLY.**

**MOTION BY BRAGG, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. R-11-244 – AUTHORIZING THE EXECUTION OF CERTAIN AGREEMENTS BY AND BETWEEN THE CITY OF IMPERIAL BEACH AND THE IMPERIAL BEACH REDEVELOPMENT AGENCY TO MEMORIALIZE THE EXISTING BALANCE, EXISTING AND FUTURE PAYMENT SCHEDULES AND OTHER TERMS FOR EXISTING LOANS MADE BY THE CITY TO THE AGENCY IN THE PAST. MOTION CARRIED UNANIMOUSLY.**

3. **RESOLUTION NO. 2011-6989 AND R-11-241 – ESTABLISHING A HOUSING AUTHORITY TO TRANSACT BUSINESS AND EXERCISE POWERS IN THE CITY OF IMPERIAL BEACH.**

CITY MANAGER BROWN gave a report on the item.

REDEVELOPMENT COORDINATOR SELBY provided information on the item.

CITY ATTORNEY LYON mentioned three recitals of the replacement on the item and responded to questions of Council.

MAYOR JANNEY spoke in support of the item.

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2011-6989— ESTABLISHING A HOUSING AUTHORITY TO TRANSACT BUSINESS AND EXERCISE POWERS IN THE CITY OF IMPERIAL BEACH AND AUTHORIZING THE EXECUTIVE DIRECTOR OF THE REDEVELOPMENT AGENCY TO TRANSFER ANY APPROPRIATE FUNDS TO THE HOUSING AUTHORITY. MOTION CARRIED UNANIMOUSLY.**

**MOTION BY KING, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. R-11-241 – ESTABLISHING A HOUSING AUTHORITY TO TRANSACT BUSINESS AND EXERCISE POWERS IN THE CITY OF IMPERIAL BEACH AND AUTHORIZING THE EXECUTIVE DIRECTOR OF THE REDEVELOPMENT AGENCY TO TRANSFER ANY APPROPRIATE FUNDS TO THE HOUSING AUTHORITY. MOTION CARRIED UNANIMOUSLY.**

- 4. RESOLUTION NO. 2011-6990 AND R-11-242 – AUTHORIZATION FOR THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF 495 10<sup>TH</sup> STREET (“PUBLIC WORKS YARD”) FOR \$809,354 FROM THE CITY OF IMPERIAL BEACH; APN 626-060-05.**

CITY MANAGER BROWN gave a report on the item.

MAYOR JANNEY spoke in support of the item.

SPECIAL COUNSEL SUSAN COLA provided information on the item.

**MOTION BY KING, SECOND BY BILBRAY, TO ADOPT RESOLUTION NO. 2011-6990— AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND THE AGENCY FOR THE AGENCY’S ACQUISITION OF 495 10<sup>TH</sup> STREET. MOTION CARRIED UNANIMOUSLY.**

**MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. R-11-242 – AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND THE AGENCY FOR THE AGENCY’S ACQUISITION OF 495 10<sup>TH</sup> STREET. MOTION CARRIED UNANIMOUSLY.**

#### **ADJOURNMENT**

MAYOR JANNEY adjourned the meeting at 4:05 p.m.

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James C. Janney, Mayor

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Michelle Posada  
Administrative Secretary



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**MEETING DATE:** February 16, 2011

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

**SUBJECT:** RATIFICATION OF WARRANT REGISTER

**BACKGROUND:**

None

**DISCUSSION:**

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

Vendor	Check	Amount	Description
Newest Construction Co.	72601	\$380,461.50	Pump Station & Manhole Repair
S.D. County Sheriff	72649	\$452,179.38	November 2011 Law Enforcement Services

**ENVIRONMENTAL IMPACT**

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

**WARRANT #                      DATE                      AMOUNT**

**Accounts Payable**

72497-72531	01/13/11	\$ 74,425.67
72532-72576	01/21/11	148,285.12
72577-72578	01/26/11	9,000.42
72579-72609	01/27/11	471,119.37
72610-72654	02/04/11	583,703.42
<b>Sub-Total</b>		<b>\$ 1,286,534.00</b>

**Payroll Checks:**

43517-43552	P.P.E. 01/13/11	\$	149,799.67
43553-43589	P.P.E. 01/27/11		144,936.47
		\$	<b><u>294,736.14</u></b>
	<b>TOTAL</b>	\$	<b><u>1,581,270.14</u></b>

**FISCAL IMPACT:**

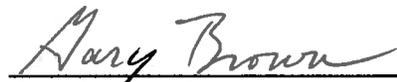
**Warrants are issued from budgeted funds.**

**DEPARTMENT RECOMMENDATION:**

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

**CITY MANAGER'S RECOMMENDATION:**

**Approve Department recommendation**



Gary Brown, City Manager

**Attachments:**

1. Warrant Registers

PREPARED 02/04/2011, 16:45:01  
 PROGRAM: GM350L  
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR  
 FROM 01/13/2011 TO 02/04/2011

PAGE 1  
 BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
01/13/2011	72497	ALL TEAM STAFFING, INC	1801	2,198.20
601-5060-436.21-01	12/16/2010	BATTLES,B W/E12/12/10	5000783	110667 06/2011 833.80
601-5060-436.21-01	12/22/2010	BATTLES,B W/E 12/19/10	5000788	110667 06/2011 682.20
601-5060-436.21-01	12/27/2010	BATTLES,B W/E 12/26/10	11-2005126	110667 06/2011 682.20
01/13/2011	72498	AMERICAN MESSAGING	1759	75.73
601-5060-436.27-04	01/01/2011	JAN-MAR 2011	L1252241LA	110341 07/2011 75.73
01/13/2011	72499	AT&T	291	10.54
101-5020-432.27-04	01/01/2011	030 480 7925 001 DEC 2010	01-27-2011	07/2011 4.22
101-3020-422.27-04	01/01/2011	030 480 7925 001 DEC 2010	01-27-2011	07/2011 6.32
01/13/2011	72500	AZTEC LANDSCAPING INC	310	2,298.00
101-6020-452.21-04	12/15/2010	GLYHOSATE SPRAYING-PALM	11397L-IN	110087 06/2011 758.00
101-5010-431.21-04	12/31/2010	DECEMBER 2010	0021348-IN	110086 06/2011 1,540.00
01/13/2011	72501	CALIF ELECTRIC SUPPLY	609	5,772.56
408-1920-519.20-06	12/27/2010	801 SEACOAST DR-FACADE	1069-615310	110757 06/2011 3,807.21
101-6040-454.30-02	01/07/2011	HID 440 FIBERSTAR	1069-616463	110044 07/2011 634.85
101-5010-431.21-23	12/02/2010	PHOTO CELLS	1069-615894	110044 06/2011 116.36
408-1920-519.20-06	12/29/2010	1270 IB BLVD-FACADE IMPRV	1069-616799	110752 06/2011 1,214.14
01/13/2011	72502	CDW GOVERNMENT INC	725	3,031.42
503-1923-419.30-22	12/21/2010	HP 90W SMART AC ADAPT	VXG9176	110676 06/2011 78.77
101-3080-428.50-04	12/22/2010	CODE ENF LAPTOP	VXL7489	110555 06/2011 1,476.33
245-1240-413.50-04	12/22/2010	CODE ENF LAPTOP	VXL7489	110555 06/2011 1,476.32
01/13/2011	72503	COUNTY OF SAN DIEGO	1055	2,381.30
101-3010-421.21-04	01/01/2011	DEC 2010-PARKING PENALTY	12/10	07/2011 2,381.30
01/13/2011	72504	DATAQUICK	1134	145.00
101-1210-413.21-04	01/03/2011	DECEMBER 2010	B1-1888408	110072 07/2011 13.50
101-3020-422.21-04	01/03/2011	DECEMBER 2010	B1-1888408	110072 07/2011 12.50
101-3070-427.21-04	01/03/2011	DECEMBER 2010	B1-1888408	110072 07/2011 119.00
01/13/2011	72505	DONALD STARR	2261	2,850.00
408-1920-519.20-06	10/18/2010	1070 13TH ST/1293/99 IB B	10-18-2010	110755 04/2011 2,500.00
408-1920-519.20-06	10/18/2010	1070 13TH ST-FACADE IMPRV	10-18-2010	110755 04/2011 350.00
01/13/2011	72506	DRUG TESTING NETWORK INC	1195	60.95
101-1130-412.20-06	01/02/2011	DMV SCREEN FOR ALAN MOELL	52716	F11089 07/2011 60.95
01/13/2011	72507	EAGLE NEWSPAPER	1204	205.00
101-1020-411.28-07	12/09/2010	PUBLIC ADVERTISING	61779	110233 06/2011 205.00
01/13/2011	72508	EDCO DISPOSAL CORPORATION	1205	141.05
408-1920-519.20-06	12/31/2010	DECEMBER 2010	12-31-2010	110215 06/2011 141.05
01/13/2011	72509	FARNUM DEVELOPMENT INC	905	78.50
101-6020-452.30-02	01/04/2011	REPLACE PHOTO CELL	R990	F11092 07/2011 78.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
01/13/2011	72510	FORDYCE CONSTRUCTION, INC.	2262			10,855.98
405-1260-513.20-06	11/30/2010	IB SKATEPARK NOV 2010	3	110325	05/2011	10,855.98
01/13/2011	72511	FORDYCE CONSTRUCTION, INC.	2265			1,206.22
405-1260-513.20-06	11/30/2010	IB SKATEPARK -NOV 2010	3 RETENTION	110326	05/2011	1,206.22
01/13/2011	72512	GCR TIRE CENTERS	1702			315.77
501-1921-419.28-16	12/14/2010	#601 TIRES	43161	110105	06/2011	315.77
01/13/2011	72513	HARLAN CONSTRUCTION	2074			1,320.00
248-1920-519.20-06	12/17/2010	C&G-1370/78 GROVE AVE	12-17-2010	110753	06/2011	1,320.00
01/13/2011	72514	JOBING.COM	1748			200.00
101-1130-412.28-07	12/16/2010	ONLINE JOB AD - DEPUTY CI	K183000	F11090	06/2011	200.00
01/13/2011	72515	JULIANNE CHARLAND	1963			86.98
101-3030-423.30-02	12/21/2010	LAPTOP CASES-REIMBURSEMNT	20141911		07/2011	86.98
01/13/2011	72516	JUSTIN OLSON	2			25.00
101-3010-421.20-06	01/12/2011	REFUND APPEAL PROCESSING	53226		07/2011	25.00
01/13/2011	72517	MASON'S SAW & LAWNMOWER	923			95.42
101-6020-452.30-02	01/03/2011	HEDGER BLADES	230923	110050	07/2011	95.42
01/13/2011	72518	MATCO TOOLS	932			342.20
501-1921-419.30-22	01/04/2011	TORQUE WRENCH	211929	110100	07/2011	342.20
01/13/2011	72519	MIRELES LANDSCAPING	2107			1,020.00
408-1920-519.20-06	12/31/2010	DECEMBER 2010-9TH/PALM	0761	110226	06/2011	900.00
245-1240-413.20-06	12/31/2010	DECEMBER 2010 DONAX/10TH	0767	110469	06/2011	120.00
01/13/2011	72520	NEXTEL OF CALIFORNIA	1465			1,421.84
101-1230-413.27-05	12/29/2010	11/26/2010-12/25/2010	896132755-041		06/2011	37.61
503-1923-419.30-22	12/29/2010	11/26/2010-12/25/2010	896132755-041		06/2011	381.20
101-3070-427.27-05	12/29/2010	11/26/2010-12/25/2010	896132755-041		06/2011	73.27
101-1010-411.27-05	12/29/2010	11/26/2010-12/25/2010	896132755-041		06/2011	31.86
101-5020-432.27-05	12/29/2010	11/26/2010-12/25/2010	896132755-041		06/2011	266.12
101-5020-432.21-25	12/29/2010	11/26/2010-12/25/2010	896132755-041		06/2011	536.20
101-3020-422.27-05	12/29/2010	11/26/2010-12/25/2010	896132755-041		06/2011	95.58
01/13/2011	72521	OFFICETEAM	1266			3,098.75
101-1020-411.21-01	12/15/2010	ARMENDARIZ,E W/E 12/03/10	32349183	110754	06/2011	421.43
101-1020-411.21-01	12/15/2010	ARMENDARIZ,E W/E 12/10/10	32350103	110754	06/2011	991.60
101-1020-411.21-01	12/20/2010	ARMENDARIZ,E W/E 12/17/10	32361135	110754	06/2011	793.28
101-1020-411.21-01	12/28/2010	ARMENDARIZ,E W/E 12/24/10	32426274	110754	06/2011	892.44
01/13/2011	72522	PAUL HEISKALA CONSTRUCTION	2057			4,825.00
248-1920-519.20-06	01/10/2011	C&G-739 IRIS AVE	106	110646	07/2011	4,425.00
248-1920-519.20-06	01/10/2011	C&G-739 IRIS AVE	107	110663	07/2011	400.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
01/13/2011	72523	PROTECTION ONE	69			750.62
601-5060-436.20-23	12/19/2010	JANUARY 2011	80800592	110003	06/2011	264.18
601-5060-436.20-23	12/23/2010	501 ELM/LABOR/KEYPAD	80859621	110003	06/2011	486.44
01/13/2011	72524	SAN DIEGO GAS & ELECTRIC	1399			17,016.96
101-3020-422.27-01	01/07/2011	10087869371 11/30-12/30	01-25-2011		07/2011	74.85
101-1910-419.27-01	01/07/2011	10087869371 11/30-12/30	01-25-2011		07/2011	269.19
101-5010-431.27-01	01/07/2011	10088604389 11/26-12/28	01-25-2011		07/2011	607.10
101-3020-422.27-01	01/07/2011	19807697764 11/30-12/30	01-25-2011		07/2011	2,139.61
601-5060-436.27-01	01/07/2011	52635219238 11/26-12/28	01-25-2011		07/2011	10.00
101-6020-452.27-01	01/07/2011	56497714749 12/01-12/31	01-25-2011		07/2011	9.87
101-5010-431.27-01	01/07/2011	56497714749 12/01-12/31	01-25-2011		07/2011	7,602.12
101-5010-431.27-01	01/07/2011	85075178464 12/01-12/31	01-25-2011		07/2011	104.21
601-5060-436.27-01	01/07/2011	85075178464 12/01-12/31	01-25-2011		07/2011	78.49
101-6020-452.27-01	01/07/2011	85075178464 12/01-12/31	01-25-2011		07/2011	1,163.98
601-5060-436.27-01	01/07/2011	85417701270 12/01-12/31	01-25-2011		07/2011	3,937.26
101-5020-432.27-01	01/07/2011	91692992261 11/26-12/28	01-25-2011		07/2011	1,020.28
01/13/2011	72525	SDGE	289			4,600.71
405-1260-413.27-01	01/03/2011	0440 533 7641 11/30-12/30	01-18-2011		06/2011	117.16
101-5010-431.27-01	01/03/2011	0646 753 1938 11/30-12/30	01-18-2011		06/2011	10.04
101-5010-431.27-01	01/03/2011	1694 231 2432 11/30-12/30	01-18-2011		06/2011	24.93
101-5010-431.27-01	12/30/2010	1912 409 2723 11/26-12/28	01-14-2011		06/2011	10.04
101-6010-451.27-01	01/05/2011	2081 689 7619 12/01-12/31	01-20-2011		06/2011	339.15
101-5010-431.27-01	01/03/2011	2741 969 9359 11/30-12/31	01-18-2011		06/2011	147.50
215-6026-452.27-01	01/03/2011	2819 871 6315 11/30-12/31	01-18-2011		06/2011	1,907.89
101-5010-431.27-01	01/03/2011	3062 843 3719 11/30-12/30	01-18-2011		06/2011	12.08
101-5010-431.27-01	12/30/2010	5280 340 6641 11/26-12/28	01-14-2011		06/2011	125.81
101-5010-431.27-01	12/30/2010	5576 188 0541 11/26-12/28	01-14-2011		06/2011	9.87
601-5060-436.27-01	01/04/2011	8773 823 6424 11/30-12/30	01-19-2011		06/2011	952.63
405-1260-413.27-01	01/03/2011	8774 937 7894 11/30-12/30	01-18-2011		06/2011	57.88
405-1260-413.27-01	01/03/2011	9424 632 2704 11/30-12/30	01-18-2011		06/2011	24.81
101-5010-431.27-01	01/05/2011	9476 001 6989 12/01-12/31	01-20-2011		06/2011	860.92
01/13/2011	72526	SOUTH WEST SIGNAL	488			897.50
101-5010-431.21-04	12/31/2010	DECEMBER 2010	50142	110083	06/2011	160.00
101-5010-431.21-04	12/31/2010	COUNTDOWN PED MODULES	50153	110083	06/2011	700.00
101-5010-431.21-04	12/31/2010	SVC TECH/TRUCK	50154	110083	06/2011	37.50
01/13/2011	72527	SPRINT	2040			229.56
101-3020-422.27-05	12/29/2010	11/26/2010-12/25/2010	594768811-037		06/2011	149.99
101-3040-424.27-05	12/29/2010	11/26/2010-12/25/2010	527638813-037		06/2011	39.58
503-1923-419.30-02	12/29/2010	11/26/2010-12/25/2010	527638813-037		06/2011	39.99
01/13/2011	72528	STANFORD SIGN & AWNING	1532			6,685.00
408-1920-519.20-06	12/27/2010	775 13TH ST-FACADE IMPRVM	10376	110751	06/2011	1,212.50
408-1920-519.20-06	12/30/2010	801/809 SEACOAST DR-FACAD	13080	110756	06/2011	2,130.00
408-1920-519.20-06	12/27/2010	775 13TH ST-FACADE IMPRVM	10376	110751	06/2011	1,212.50
408-1920-519.20-06	12/30/2010	801/809 SEACOAST DR-FACAD	13080	110756	06/2011	2,130.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
01/13/2011	72529	THOMAS CLARK	2308				20.00
101-3020-422.28-04	11/15/2010	REIMUBRSE FUEL COST CITY	1197843		07/2011		20.00
01/13/2011	72530	ZEE MEDICAL, INC.	872				98.66
101-1920-419.30-01	01/11/2011	FIRST AID SUPPLIES-DEMPSE	01406808266	F11094	07/2011		98.66
01/13/2011	72531	ZUMAR INDUSTRIED INC.	875				65.25
101-1910-419.30-02	12/21/2010	STREET SIGNS-"EXIT ONLY"	0127228	110032	06/2011		65.25
<i>VOIDED CHECKS # 72532 - 72534</i>							
01/21/2011	72535	U.S. BANK	1873				24,399.10
101-3070-427.30-01	11/29/2010	INK CARTRIDGES	2203	110679	06/2011		97.69
405-1260-413.28-14	11/24/2010	RDA BOOK	1413746	110681	06/2011		45.95
101-3040-424.28-11	11/22/2010	BLDG PERMIT/INSPCTN CRDS	054567	110685	06/2011		239.25
503-1923-419.50-04	11/23/2010	LAPTOPS FOR IT DEPT	H114802562	110705	06/2011		1,212.23
503-1923-419.28-04	11/24/2010	LOPEZ,H-LUNCH W VERIZON	016813	110705	06/2011		26.85
503-1923-419.28-04	11/30/2010	LOPEZ,H-GIS TRAINING	50122331	110705	06/2011		980.00
101-3070-427.28-12	12/13/2010	GARCIAS,D-CE ASSOC DUES	1987379	110679	06/2011		75.00
405-1260-413.28-14	12/17/2010	RDA BUDGET BOOK	1414049	110680	06/2011		54.00
101-1230-413.28-04	12/09/2010	PARKING FEES/WADE,G	998060	110682	06/2011		8.00
101-1230-413.30-01	12/01/2010	MISC OFC SUPPLIES	543082435-001	110685	06/2011		95.06
101-1230-413.30-01	12/01/2010	BATTERIES	543082812-001	110685	06/2011		14.08
101-1230-413.30-01	12/02/2010	CALENDAR REFILL	543331750-001	110685	06/2011		7.33
503-1923-419.50-04	12/01/2010	PC'S FOR IT/MONITOR	9210329065	110705	06/2011		1,370.15
503-1923-419.21-04	12/04/2010	IPHONE APPLE SUPPORT	9859168924	110705	06/2011		69.00
101-1210-413.29-02	11/22/2010	EMPL APPR/FORTIN,S-BDAY	081165	110704	05/2011		22.45
101-1010-411.28-04	11/30/2010	BILBRAY,B-LEAGUE CONF	XJ4OQT	110688	05/2011		164.40
101-1010-411.28-04	11/30/2010	BILBRAY, B - 2011 COUNCIL	11-30-2010	110688	05/2011		540.00
101-3020-422.30-02	12/03/2010	XTRA TEST STRIPS BX50	0264501	110700	06/2011		75.62
101-3020-422.30-02	12/13/2010	E-239 REPLACEMENT BATTERY	9416374586	110700	06/2011		23.99
101-3020-422.30-02	12/21/2010	STATION CLEANING SUPPLIES	020422	110700	06/2011		187.44
101-3030-423.30-02	08/04/2010	FIRST-AID RESTOCK LG	542046	110702	06/2011		107.56
101-3030-423.30-02	08/31/2010	FIRST-AID RESTOCK LG	544609	110702	06/2011		15.70
101-3030-423.30-02	09/02/2010	FIRST-AID RESTOCK LG	544826	110702	06/2011		337.71
101-3030-423.30-02	09/08/2010	FIRST-AID RESTOCK LG	545197	110702	06/2011		108.66
101-1020-411.30-01	11/29/2010	DOCUMENT FRAME	542790315-001	110758	06/2011		62.64
101-3030-423.30-02	12/07/2010	PIER THERMOMETERS	002203/9195917	110702	06/2011		10.83
101-3030-423.25-03	12/07/2010	ALVAREZ, O UNIFORM PANTS	56549	110702	06/2011		86.99
101-3030-423.30-02	12/13/2010	RTN USED AEDS-REBATE/AIRW	264259	110702	06/2011		53.98
101-3030-423.28-01	12/13/2010	CAMERA LENS CLEANER TOOL	4221	110702	06/2011		116.96
101-3030-423.28-01	12/13/2010	REPLACEMENT VHF RADIO	4720	110702	06/2011		52.13
101-3030-423.28-01	12/19/2010	LG HQ MAINT HARDWARE	011818/7018265	110702	06/2011		58.32
101-1020-411.30-01	12/03/2010	VELCRO	030981/3584879	110758	06/2011		17.36
101-1020-411.28-12	12/09/2010	CR FOR WOLFSON,L MEMBRSHP	17240	110758	06/2011		75.00-
101-1010-411.30-02	09/20/2010	09/22/10 COUNCIL DINNER	5951	110686	06/2011		129.65
101-1010-411.28-04	11/29/2010	SPRIGGS,E-CONF TRANSPRTN	X87DTE	110686	06/2011		161.40
101-1010-411.28-04	11/29/2010	SPRIGGS,E-2011 COUNCIL AC	2011	110686	06/2011		540.00
101-1130-412.29-02	11/29/2010	EMP APPRECIATION GIFT	6089	110686	06/2011		25.00
101-1130-412.29-02	11/29/2010	EMP APP CENTERPIECES	6092	110686	06/2011		361.50
101-6010-451.30-02	11/29/2010	EMP APP CENTERPIECES	6092	110686	06/2011		30.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
101-1010-411.30-02	12/01/2010	COUNCIL MEETING SODAS	12-01-2010	110686	06/2011	5.54
101-1010-411.30-02	12/02/2010	TABLE COVERS-OATH OF OFC	12-02-2010	110686	06/2011	7.61
101-1010-411.30-02	12/02/2010	12/01/10 COUNCIL DINNER	6097	110686	06/2011	114.19
101-1010-411.30-02	12/02/2010	REFRESHMENTS-OATH OF OFC	6100	110686	06/2011	108.64
101-1010-411.30-02	12/08/2010	12/08/10 COUNCIL DINNER	095347	110686	06/2011	78.69
101-1010-411.30-02	12/08/2010	OATH OF OFC SUPPLIES	6755030255127	110686	06/2011	128.94
101-1110-412.30-02	12/14/2010	LEVIEN,H-GET WELL ARNGMNT	W00431004889389	110686	06/2011	65.23
101-1110-412.30-02	12/14/2010	BROWN,G-GET WELL	164327153	110686	06/2011	26.34
101-1010-411.30-02	12/16/2010	FLOWERS-OATH OF OFFICE	6149	110686	06/2011	43.50
101-1020-411.30-01	11/26/2010	OFFICE SUPPLIES	0204	110678	06/2011	21.41
101-1020-411.21-06	12/04/2010	TABLE CLOTHS-OATH OF OFC	001969	110678	06/2011	15.29
101-1010-411.30-02	12/07/2010	COUNCIL DINNER SOFT DRINK	002968	110678	06/2011	17.79
101-1110-412.29-02	12/13/2010	EMP RECOGNITION AWARD	010155	110678	06/2011	50.00
101-1020-411.29-04	12/13/2010	LASER PRESENTER-LAPTOP	070621	110678	06/2011	48.92
101-1010-411.30-02	12/15/2010	12/15/10 COUNCIL DINNER	039774	110678	06/2011	69.85
101-1020-411.29-02	12/17/2010	EMPL RECOGNITION	733634	110678	06/2011	70.00
101-6010-451.28-01	12/02/2010	PATCH CBLE	001819/4040521	110690	06/2011	34.77
101-6010-451.28-01	12/07/2010	CLEANING SUPPLIES	084036/9015235	110690	06/2011	108.05
101-6010-451.30-01	12/16/2010	OFFICE SUPPLIES	7949	110690	06/2011	94.85
101-6010-451.30-01	12/17/2010	DOC FRM	8299	110690	06/2011	13.16
101-3020-422.29-02	12/19/2010	EMP APPRECIATION-RMBURSD	12-19-2010	110698	06/2011	144.90
101-3020-422.29-02	11/24/2010	EMP RECOGNITION	022003	110698	05/2011	50.00
101-3030-423.30-02	11/30/2010	AA BATTERIES	090536	110703	06/2011	10.87
101-3020-422.28-04	12/19/2010	GASOLINE	12-09-2010	110696	06/2011	20.00
101-3020-422.28-04	12/20/2010	CLARK,T-CLASS FEES	12-20-2010	110696	06/2011	109.00
101-3030-423.28-04	12/02/2010	ADR ALERT MTG REFRESHMNTS	32280301622579	110703	06/2011	51.04
101-3030-423.30-02	12/07/2010	CITY LOGO STICKERS	1167	110703	06/2011	183.51
101-3030-423.30-02	12/16/2010	PWC TRLR WHEEL NUT/HOOK	010762	110703	06/2011	28.20
101-3030-423.28-01	12/17/2010	PWC TRAILER BUNK ROLLER	4919	110703	06/2011	4.47
101-3030-423.30-02	12/17/2010	PRINTER - INK CARTRIDGES	8434	110703	06/2011	253.47
101-6010-451.30-02	11/22/2010	SKATE PK OPENING-REFRESHM	065538	110693	06/2011	2.25
101-6010-451.30-02	11/22/2010	SKATE PK OPENING-REFRESHM	083363	110693	06/2011	222.75
101-1110-412.30-02	12/09/2010	SYMPATHY FLOWERS-RITTER,T	630968	110693	06/2011	184.43
101-1130-412.28-07	12/16/2010	EMPLOYMNT AD/DEPUTY CC	A02015	110693	06/2011	560.00
101-0000-209.01-03	11/22/2010	EMP COMP LOAN-LEICHTLE,L	H114797101		06/2011	719.01
101-0000-209.01-03	11/29/2010	EMP COMP LOAN-RAMOS,JOSE	BBY01-369997026		06/2011	163.11
101-0000-209.01-03	11/30/2010	EMP COMP LOAN-RAMOS,JOSE	1070400		06/2011	561.90
101-0000-209.01-03	12/06/2010	EMP COMP LOAN-MARTINEZ,D	2677680485950		06/2011	270.79
101-0000-209.01-03	12/06/2010	EMP COMP LOAN-CASAS,M	W223821721		06/2011	624.63
101-0000-209.01-03	12/07/2010	EMP COMP LOAN-AGUIRRE,JOS	2677681336618		06/2011	270.79
101-0000-209.01-03	12/07/2010	EMP COMP LOAN-CARTIER,J	602-8765505-600		06/2011	268.75
101-0000-209.01-03	12/06/2010	EMP COMP LOAN-CASAS,M	SW10120601215		06/2011	598.11
101-0000-209.01-03	12/07/2010	EMP COMP LOAN-AGUIRRE,JOS	1075907		06/2011	562.77
101-0000-209.01-03	12/06/2010	EMP COMP LOAN-CASAS,MANUE	ST10120600462		06/2011	769.24
101-0000-209.01-03	12/16/2010	EMP COMP LOAN-CISNEROS,M	BBY01-374706008		06/2011	1,945.96
101-1910-419.21-04	10/23/2010	DRAIN SERVICE-FIRE STATIO	15147	110710	06/2011	77.00
405-5030-433.30-02	11/30/2010	PAINT/GLOVES	031491/6584398	110710	06/2011	86.57
405-5030-433.30-02	11/22/2010	GRAFFITI SUPPLIES	024246	110712	06/2011	25.06
101-1910-419.30-02	11/22/2010	SHERIFF TRAILER ELEC SUPP	092911/4026305	110713	06/2011	35.99
101-1910-419.30-02	11/23/2010	SHELF SUPPLIES/SIGNS/TILE	024873/3573383	110713	06/2011	99.11

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
601-5060-436.30-02	12/03/2010	BOA AIR DEODERANT	94868734	110707	06/2011	505.44
601-5060-436.28-13	12/11/2010	CASAS,M-CERT RENEWAL	070123008	110707	06/2011	81.00
601-5060-436.21-04	12/21/2010	LOCKSET & KEYS PS8	2172	110707	06/2011	131.55
101-1920-419.28-01	12/14/2010	FENCE MATERIAL	57343	110710	06/2011	896.30
101-1910-419.30-02	12/01/2010	ADHESIVE REMOVAL/DOOR SUP	007224/5013596	110713	06/2011	21.72
101-1910-419.30-02	12/01/2010	ADHESIVE REMOVAL/DOOR SUP	007224/5013596	110713	06/2011	12.24
101-1910-419.30-02	12/02/2010	SHERIFFS PAINT SUPPLIES	003269/4574540	110713	06/2011	95.05
101-1910-419.30-02	12/13/2010	PS#8 PAINT/PW SUPPLIES	078215/3016763	110713	06/2011	133.36
601-5060-436.30-02	12/13/2010	PS#8 PAINT/PW SUPPLIES	078215/3016763	110713	06/2011	361.00
101-6020-452.30-02	12/13/2010	SPORTS PARK CONCRETE	15047896	110713	06/2011	60.19
601-5060-436.30-02	12/15/2010	PS PAINT SUPPLIES	073053/1017292	110713	06/2011	57.84
501-1921-419.28-15	11/23/2010	FUEL ADDITIVES	5082004	110726	06/2011	149.70
501-1921-419.28-16	11/30/2010	VEHICLE BATTERY #100	129808	110726	06/2011	106.19
101-6040-454.28-01	11/22/2010	PARK SAND FENCE POSTS	575198	110727	06/2011	698.72
101-5010-431.30-02	12/01/2010	1/4" CBLT	000589/5028121	110709	06/2011	23.79
101-5010-431.30-02	12/07/2010	KEYS	064849	110709	06/2011	14.84
101-5010-431.30-02	12/07/2010	CONCRETE	91171688-001	110709	06/2011	140.29
101-6040-454.30-02	12/15/2010	CAN LINERS/ELEC BOX COVER	0163812	110716	06/2011	436.42
101-6040-454.30-02	12/15/2010	CAN LINERS/ELEC BOX COVER	0163812	110716	06/2011	155.78
501-1921-419.28-16	12/07/2010	E39 BRAKE PARTS	13006697	110725	06/2011	996.72
501-1921-419.28-16	12/16/2010	E39 BRAKE PARTS	13006916	110725	06/2011	348.57
501-1921-419.30-02	12/09/2010	SPARK KEY/HOLDER	053908	110726	06/2011	8.12
501-1921-419.30-02	12/13/2010	SAFETY CHAIN/SUPPLIES	045901/3560591	110726	06/2011	67.84
501-1921-419.30-02	12/15/2010	CORDLESS DRILL/BATTERIES	063726/1596309	110726	06/2011	13.54
501-1921-419.30-22	12/15/2010	CORDLESS DRILL/BATTERIES	063726/1596309	110726	06/2011	65.21
101-5020-432.29-02	12/16/2010	GET WELL PLANT-PW DIRCTR	86115931	110727	06/2011	70.67
101-6040-454.30-02	11/22/2010	CHRISTMAS LIGHTS	039385/4573288	110715	06/2011	24.40
101-6040-454.30-02	11/23/2010	PAINT/OUTLETS/COVERS	057879/3593302	110715	06/2011	84.52
101-6040-454.30-02	11/23/2010	COLOR WHEEL MOTORS	1198574	110715	06/2011	26.49
101-6040-454.30-02	11/30/2010	XMAS LIGHTS/OUTLET CVRS	026954/6594148	110715	06/2011	26.86
101-6040-454.25-02	11/22/2010	GAS AUGER-PARK SAND FENCE	90944971-001	110717	06/2011	195.68
101-6040-454.30-02	11/24/2010	FENCE PAINT & HINGES	087257/2593491	110718	06/2011	23.70
601-5050-436.30-02	12/01/2010	OFFICE SUPPLIES	2985	110711	06/2011	32.85
101-6040-454.30-02	12/02/2010	OUTLETS	010343/4574512	110715	06/2011	19.51
101-1910-419.30-02	12/02/2010	BAKING SODA	016676	110715	06/2011	4.49
101-6040-454.30-02	12/09/2010	OUTLETS/TAPE/GLOVES/LIGHT	086441/7026727	110715	06/2011	59.04
101-6040-454.30-02	12/15/2010	GLOVES/PVC	043167/1580010	110715	06/2011	16.26
101-6040-454.30-02	12/15/2010	FANS	1-106860	110715	06/2011	77.32
101-6040-454.30-02	12/16/2010	COLOR WHEEL MOTORS	W552857	110715	06/2011	36.23
101-6020-452.30-02	12/09/2010	PLAYGROUND EQUIP PARTS	120910-2	110728	06/2011	232.04
101-6020-452.30-02	12/16/2010	SPRINKLER HEADS	56633238	110728	06/2011	280.71
601-5060-436.30-02	12/20/2010	PS8 PLANT MATERIALS	46200	110728	06/2011	70.58
01/21/2011	72536	ALL TEAM STAFFING, INC	1801			833.80
601-5060-436.21-01	01/10/2011	BATTLES,B W/E 01/09/11	11-2005185	110667	07/2011	833.80
01/21/2011	72537	ANYTIME SIGN SOLUTIONS INC.	1734			2,903.86
408-1920-519.20-06	12/01/2010	80-809 SIGNS/INSTALLATION	08528	110647	06/2011	1,953.86
408-1920-519.20-06	12/13/2010	801-809 SEACOAST SIGN RMV	18593	110647	06/2011	950.00
01/21/2011	72538	AT&T TELECONFERENCE SERVICES	1827			30.45
101-1230-413.28-04	01/01/2011	CONFERENCE CALL - G. WADE	01-01-2011	F11096	07/2011	30.45

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01/21/2011	72539	BAY CITY ELECTRIC WORKS	369			456.25
101-1910-419.21-04	12/31/2010	DEC 2010-GENERATOR MAINTN	W85249	110059	06/2011	456.25
01/21/2011	72540	CALIFORNIA ALUMINUM & VINYL WI	1915			3,736.95
248-1920-519.20-06	11/01/2010	C&G-620 SILVER STRAND BLV	11012010-2	110637	05/2011	3,736.95
01/21/2011	72541	CALIFORNIA AMERICAN WATER	612			141.08
101-3030-423.27-02	01/07/2011	05-0155019-8 12/02-01/03	01-26-2011		07/2011	20.23
601-5060-436.27-02	01/07/2011	05-0505362-9 12/02-01/03	01-26-2011		07/2011	120.85
01/21/2011	72542	CVA SECURITY	797			60.00
101-1910-419.20-23	01/01/2011	JANUARY 2011-EOC	17343	110060	07/2011	30.00
101-1910-419.20-23	01/01/2011	JANUARY 2011 PW	17431	110060	07/2011	30.00
01/21/2011	72543	COX COMMUNICATIONS	1073			304.27
601-5050-436.21-04	12/31/2010	3110091187001 01/04-02/03	01-25-2011	110130	06/2011	179.00
101-6010-451.29-04	01/09/2011	3110015531401 01/13-02/12	02-02-2011	110130	07/2011	125.27
01/21/2011	72544	DEPARTMENT OF JUSTICE	1154			32.00
101-1130-412.21-04	01/06/2011	DECEMBER 2010 FINGERPRINT	828418	110317	07/2011	32.00
01/21/2011	72545	DKC ASSOCIATES, INC.	2187			3,558.00
101-1110-412.20-06	01/13/2010	01/04/11-01/13/11	212	110088	07/2011	1,186.24
405-1260-413.20-06	01/13/2010	01/04/11-01/13/11	212	110088	07/2011	1,185.88
502-1922-419.20-06	01/13/2010	01/04/11-01/13/11	212	110088	07/2011	1,185.88
01/21/2011	72546	GO-STAFF, INC.	2031			921.12
101-1110-412.21-01	01/04/2011	MENDOZA, L W/E 01/02/11	78709	110324	07/2011	441.12
101-1210-413.21-01	01/11/2011	DURAN, A W/E 01/09/11	78901	110078	07/2011	480.00
01/21/2011	72547	GUILLELMO NUNEZ	2291			880.00
248-1920-519.20-06	01/07/2011	C&G-133 CITRUS AVENUE	815	110765	07/2011	880.00
01/21/2011	72548	HARLAN CONSTRUCTION	2074			7,634.70
248-1920-519.20-06	01/08/2011	C&G-624 IB BLVD	01-08-2011	110674	07/2011	7,634.70
01/21/2011	72549	HESS SURVEY	2241			700.00
210-1235-586.29-09	12/31/2010	13TH/EBONY-RESTAKING CURB	1560	110759	06/2011	700.00
01/21/2011	72550	I B FIREFIGHTERS ASSOCIATION	214			216.50
101-0000-209.01-08	01/20/2011	AP PPE 01/13/2011	20110120		07/2011	216.50
01/21/2011	72551	IAAP SAN DIEGO CHAPTER	2208			35.00
101-1110-412.28-04	01/18/2011	POSADA, M-FEB 2011 MEETING	02-02-2011	110225	07/2011	35.00
01/21/2011	72552	ICMA RETIREMENT TRUST 457	242			5,331.36
101-0000-209.01-10	01/20/2011	AP PPE 01/13/2011	20110120		07/2011	5,331.36
01/21/2011	72553	J. SIMMS AGENCY	1883			1,250.00
101-1920-419.20-06	12/31/2010	JANUARY 2011	2797	110069	06/2011	1,250.00

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
01/21/2011	72554	JULIANNE CHARLAND	1963				90.00
101-3030-423.25-03	01/18/2011	SUNGLASS REIMBURSEMENT	JQ280543		07/2011	90.00	
01/21/2011	72555	JUNE ENGEL	2213				42.41
405-1260-413.28-11	12/29/2010	REIMBURSE PRINTING COSTS	526708		06/2011	21.20	
405-1260-413.28-11	01/07/2011	REIMURBRSE LIBRARY COPY	1191		07/2011	21.21	
01/21/2011	72556	LANCE, SOLL & LUNGHARD LLP	716				2,034.00
405-1260-413.20-06	12/31/2010	ST CNTRLS RPT/HCD ANALYS	12844	110214	06/2011	1,000.00	
101-1210-413.20-06	12/31/2010	FINAL TOT AUDITS	12863	110214	06/2011	500.00	
405-1260-413.20-06	12/31/2010	2010 ENGAGEMENT FINAL	12864	110214	06/2011	534.00	
01/21/2011	72557	LLOYD PEST CONTROL	814				286.00
101-1910-419.20-22	12/09/2010	DECEMBER 2010 CITY HALL	2855535	110049	06/2011	31.00	
101-1910-419.20-22	12/09/2010	DECEMBER 2010 FIRE DEPT	2855536	110049	06/2011	31.00	
101-1910-419.20-22	12/09/2010	DECEMBER 2010 SHERIFF DEP	2855753	110049	06/2011	31.00	
101-1910-419.20-22	12/10/2010	DECEMBER 2010 SENIOR CTR	3855837	110049	06/2011	47.00	
101-1910-419.20-22	12/13/2010	DECEMBER 2010 PUBLIC WORK	2842387	110049	06/2011	47.00	
101-1910-419.20-22	12/16/2010	DECEMBER 2010 SPORTS PARK	2840250	110049	06/2011	45.00	
101-1910-419.20-22	12/21/2010	DECEMBER 2010 DEMPSEY CTR	2842735	110049	06/2011	54.00	
01/21/2011	72558	MASON'S SAW & LAWNMOWER	923				478.97
101-6020-452.30-22	01/10/2011	HEDGE TRIMMER	231556	110050	07/2011	478.97	
01/21/2011	72559	MCDUGAL LOVE ECKIS &	962				25,113.26
405-1260-413.20-01	12/31/2010	DECEMBER 2010	12-31-2010		06/2011	1,521.63	
408-1920-519.20-06	12/31/2010	DECEMBER 2010	12-31-2010		06/2011	1,538.94	
101-0000-221.01-02	12/31/2010	DECEMBER 2010	12-31-2010		06/2011	53.84	
101-1220-413.20-01	12/31/2010	DECEMBER 2010	12-31-2010		06/2011	5,761.60	
101-1220-413.21-04	12/31/2010	DECEMBER 2010	12-31-2010		06/2011	1,136.99	
101-1220-413.20-01	12/31/2010	DECEMBER 2010	12-31-2010		06/2011	6,041.62	
101-1220-413.20-01	12/31/2010	DECEMBER 2010	12-31-2010		06/2011	715.75	
502-1922-419.20-01	12/31/2010	DECEMBER 2010	12-31-2010		06/2011	93.93	
405-1260-413.20-01	12/31/2010	DECEMBER 2010	12-31-2010		06/2011	21.96	
101-1220-413.20-01	12/31/2010	DECEMBER 2010 RETAINER	12-31-2010	110079	06/2011	8,227.00	
01/21/2011	72560	MICHAL PIASECKI CONSULTING	1795				7,200.00
101-1020-411.20-06	01/03/2011	DECEMBER 2010-CITY CLERK	146	110036	07/2011	135.00	
101-1220-413.21-04	01/03/2011	DECEMBER 2010 PW	147	110036	07/2011	315.00	
101-5010-431.20-06	01/03/2011	DECEMBER 2010 PW	147	110036	07/2011	180.00	
101-6010-551.20-06	01/03/2011	DECEMBER 2010 PW	147	110036	07/2011	22.50	
405-1260-513.20-06	01/03/2011	DECEMBER 2010 PW	147	110036	07/2011	6,547.50	
01/21/2011	72561	OFFICE DEPOT, INC	1262				1,223.59
101-1210-413.28-11	01/03/2011	BL RETURN ENVELOPES	546027375001	110047	07/2011	135.18	
101-5020-432.30-01	01/04/2011	CALENDAR/SUPPLIES	546738315001	110047	07/2011	37.56	
101-5020-432.30-01	01/06/2011	DESKPAD	547149758001	110047	07/2011	3.94	
101-5020-432.30-01	01/06/2011	TIMECARDS/KLEENEX/PENCILS	547152323001	110047	07/2011	51.79	
101-3070-427.28-11	01/07/2011	ADMIN CITATION FORMS	545218908001	110047	07/2011	957.96	

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101-3070-427.28-11	12/11/2010	SIMMONS,T-BUSINESS CARDS	543181841001	110047 06/2011 37.16
01/21/2011 72562	POINT LOMA LAW	2307		5,000.00
408-1920-519.20-06	01/01/2011	9TH/PALM APPRAISAL SVCS	210	110760 07/2011 5,000.00
01/21/2011 72563	PRUDENTIAL OVERALL SUPPLY	72		664.14
101-5020-432.25-03	12/22/2010	12/22/10 PW UNIFORMS	30149442	110048 06/2011 127.59
101-5020-432.25-03	12/29/2010	12/29/10 PW UNIFORMS	30151010	110048 06/2011 132.69
101-5020-432.25-03	01/05/2001	01/05/11 PW UNIFORMS	30152571	110048 07/2011 132.92
101-5020-432.25-03	01/12/2011	01/12/11 PW UNIFORMS	30154122	110048 07/2011 137.52
101-5020-432.25-03	01/19/2011	01/19/11 PW UNIFORMS	30155682	110048 07/2011 133.42
01/21/2011 72564	PUBLIC RETIREMENT JOURNAL	1		190.00
101-1210-413.28-04	01/18/2011	MCGRANE,M-SEMINAR REGISTR	02-09-2011	07/2011 190.00
01/21/2011 72565	QWIK PRINTS	1622		20.00
101-1130-412.21-04	01/03/2011	DECEMBER 2010	113171	110211 07/2011 20.00
01/21/2011 72566	RANCHO AUTO & TRUCK PARTS	1685		117.83
501-1921-419.28-16	12/22/2010	OIL FILTERS	7693-57551	110034 06/2011 46.60
501-1921-419.30-02	01/05/2010	THREAD LOCKER	7693-58946	110034 07/2011 6.63
501-1921-419.28-16	01/07/2011	#602 ROTOR/DIST CAP	7693-59221	110034 07/2011 38.21
501-1921-419.28-16	01/10/2011	WIPER BLADES #5401	7693-59549	110034 07/2011 26.39
01/21/2011 72567	RMV CONSTRUCTION INC.	1996		39,924.00
210-1235-586.29-09	01/12/2011	13TH/EBONY PED RAMPS	1	110659 07/2011 39,924.00
01/21/2011 72568	SEIU LOCAL 221	1821		1,232.66
101-0000-209.01-08	01/20/2011	AP PPE 01/13/2011	20110120	07/2011 1,245.88
101-0000-209.01-08	01/06/2011	VOID CK 43509 VILLAREAL	20110106	07/2011 13.22-
01/21/2011 72569	SHARP REES-STEALY MEDICAL CNTR	390		520.00
101-1130-412.21-04	01/08/2011	HENRICH,O	232	110327 07/2011 69.00
101-1130-412.21-04	01/08/2011	LOMELI, LAURA	232	110327 07/2011 69.00
101-1130-412.21-04	01/08/2011	MIRANDA, ALBERT	232	110327 07/2011 69.00
101-1130-412.21-04	01/08/2011	CORTEZ, MARCO ANTONIO	232	110327 07/2011 80.00
101-1130-412.21-04	01/08/2011	SERRANO, ANTHONY	232	110327 07/2011 80.00
101-1130-412.21-04	01/08/2011	MARTINEZ, HECTOR LOPEZ	232	110327 07/2011 38.00
101-1130-412.21-04	01/08/2011	MARTINEZ, DANIEL	232	110327 07/2011 38.00
101-1130-412.21-04	01/08/2011	LAU, PETER	232	110327 07/2011 38.00
101-3030-423.20-06	01/08/2011	LINDQUIST, JASON	232	110340 07/2011 39.00
01/21/2011 72570	SKS INC.	412		3,428.73
501-1921-419.28-15	01/05/2011	497.1 G DIESEL/600.1 G RE	1237705-IN	110104 07/2011 3,428.73
01/21/2011 72571	WEST GROUP CTR	826		120.36
101-1020-411.28-14	01/01/2011	DECEMBER 2010	821972420	110232 07/2011 120.36
01/21/2011 72572	WHITE CAP CONSTRUCTION SUPPLY	1434		748.71
101-5010-431.30-02	01/05/2011	SAFETY FENCE/NAILS/T-POST	15048444	110033 07/2011 262.42

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101-5010-431.30-22	01/07/2011	DIGING BAR/RAKE/PTCK	3186030	110033	07/2011	486.29	
01/21/2011	72573	XEROX CORPORATION	861			1,306.72	
101-1920-419.20-17	01/01/2011	DECEMBER 2010	052515413	110203	07/2011	1,050.75	
101-3030-423.20-06	01/13/2011	DECEMBER 2010	052696476	110203	07/2011	255.97	
01/21/2011	72574	ALLIANT INSURANCE SERVICES	1193			2,410.76	
101-0000-209.01-13	12/22/2010	PPE 12/16/210 PR AP BATCH	20101223		06/2011	415.65	
101-0000-209.01-14	12/22/2010	PPE 12/16/210 PR AP BATCH	20101223		06/2011	491.42	
101-0000-209.01-13	01/20/2011	AP PPE 01/13/2011	20110120		07/2011	415.65	
101-0000-209.01-14	01/20/2011	AP PPE 01/13/2011	20110120		07/2011	478.96	
101-1010-411.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	19.36	
101-1020-411.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	18.96	
101-1110-412.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	64.46	
101-1130-412.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	33.81	
101-1210-413.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	48.66	
101-1230-413.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	23.70	
101-3070-427.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	.63	
101-3080-428.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	.63	
101-1910-419.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	6.32	
101-3010-421.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	11.00	
101-3020-422.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	44.68	
101-3030-423.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	35.33	
101-3040-424.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	22.12	
101-5020-432.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	47.40	
101-5010-431.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	15.80	
101-5040-434.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	4.11	
101-6020-452.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	6.32	
101-6010-451.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	3.16	
101-6040-454.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	12.64	
245-1240-413.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	6.32	
405-1260-413.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	121.42	
405-5030-433.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	6.32	
601-5060-436.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	15.80	
601-5050-436.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	18.01	
501-1921-419.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	6.32	
502-1922-419.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	7.43	
503-1923-419.11-04	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	20.83	
101-0000-209.01-14	01/01/2011	JAN 11 DISABILITY/LIFE/	01-01-2011		07/2011	12.46-	
01/21/2011	72575	PREFERRED BENEFIT INS ADMIN IN	37			2,569.75	
101-0000-209.01-12	12/23/2010	PPE 12/16/210 PR AP BATCH	20101223		06/2011	1,143.89	
101-0000-209.01-12	01/20/2011	AP PPE 01/13/2011	20110120		07/2011	1,212.53	
101-0000-209.01-12	01/01/2011	JANUARY 2011 DENTAL	EIA2219		07/2011	213.33	
01/21/2011	72576	VISION PLAN OF AMERICA	785			138.79	
101-0000-209.01-18	12/23/2010	PPE 12/16/210 PR AP BATCH	20101223		06/2011	89.53	
101-0000-209.01-18	01/20/2011	AP PPE 01/13/2011	20110120		07/2011	76.96	
101-0000-209.01-18	01/01/2011	FEBRUARY 2011 VISION	01-01-2011		07/2011	37.70-	
101-1920-419.29-04	01/01/2011	FEBRUARY 2011 VISION	01-01-2011		07/2011	10.00	

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<b>VOID CK# 72577</b>						
01/26/2011	72578	CALIFORNIA AMERICAN WATER	612			9,000.42
101-6040-454.27-02	01/10/2011	05-0092998-9 11/03-01/05	01-31-2011		07/2011	360.19
101-3030-423.27-02	01/12/2011	05-0093917-8 11/03-01/10	01-31-2011		07/2011	105.79
101-5010-431.27-02	01/10/2011	05-0094000-2 11/03-01/05	01-31-2011		07/2011	33.58
101-5010-431.27-02	01/10/2011	05-0094041-6 11/03-01/05	01-31-2011		07/2011	27.11
101-5010-431.27-02	01/10/2011	05-0094076-2 11/03-01/05	01-31-2011		07/2011	23.89
101-5010-431.27-02	01/10/2011	05-0094163-8 11/03-01/05	01-31-2011		07/2011	23.89
101-5010-431.27-02	01/10/2011	05-0094234-7 11/03-01/05	01-31-2011		07/2011	23.89
101-5010-431.27-02	01/10/2011	05-0094268-5 11/03-01/05	01-31-2011		07/2011	27.11
101-5010-431.27-02	01/10/2011	05-0094293-3 11/03-01/05	01-31-2011		07/2011	23.89
101-5010-431.27-02	01/10/2011	05-0094304-8 11/03-01/05	01-31-2011		07/2011	186.07
101-5010-431.27-02	01/10/2011	05-0094973-0 11/03-01/05	01-31-2011		07/2011	314.09
601-5060-436.27-02	01/12/2011	05-0101092-0 11/05-01/07	01-31-2011		07/2011	12.78
101-5020-432.27-02	01/12/2011	05-0102217-2 11/05-01/07	01-31-2011		07/2011	276.79
101-6020-452.27-02	01/12/2011	05-0102503-5 11/05-01/07	01-31-2011		07/2011	382.89
101-6020-452.27-02	01/12/2011	05-0102504-3 11/05-01/07	01-31-2011		07/2011	9.56
101-5010-431.27-02	01/12/2011	05-0102729-6 11/05-01/07	01-31-2011		07/2011	452.86
101-6020-452.27-02	01/14/2011	05-0106225-1 11/08-01/11	02-02-2011		07/2011	16.02
101-6020-452.27-02	01/14/2011	05-0106249-1 11/08-01/11	02-02-2011		07/2011	12.80
101-6020-452.27-02	01/14/2011	05-0106336-6 11/08-01/11	02-02-2011		07/2011	22.47
101-6020-452.27-02	01/14/2011	05-0106337-4 11/08-01/11	02-02-2011		07/2011	19.26
101-6020-452.27-02	01/17/2011	05-0109756-2 11/09-01/12	02-07-2011		07/2011	283.09
215-6026-452.27-02	01/11/2011	05-0402959-6 11/04-01/06	01-31-2011		07/2011	47.78
405-1260-413.27-02	01/17/2011	05-0536450-5 11/09-01/12	02-07-2011		07/2011	489.98
101-5010-431.27-02	01/18/2011	05-0110529-0 11/10-01/13	02-07-2011		07/2011	41.83
101-6020-452.27-02	01/18/2011	05-0111454-0 11/10-01/13	02-07-2011		07/2011	12.79
101-1910-419.27-02	01/18/2011	05-0111478-9 11/10-01/13	02-07-2011		07/2011	105.62
101-6020-452.27-02	01/18/2011	05-0111479-7 11/10-01/13	02-07-2011		07/2011	2,012.39
101-5010-431.27-02	01/18/2011	05-0111480-5 11/10-01/13	02-07-2011		07/2011	195.99
101-5020-432.27-02	01/19/2011	05-0424056-5 11/11-01/14	02-07-2011		07/2011	46.91
101-6020-452.27-02	01/19/2011	05-0477133-8 11/11-01/14	02-07-2011		07/2011	241.58
405-1260-413.27-02	01/21/2011	05-0536451-3 11/16-01/18	02-09-2011		07/2011	444.44
405-1260-413.27-02	01/21/2011	05-0546597-1 11/16-01/18	02-09-2011		07/2011	50.21
101-6020-452.27-02	01/20/2011	05-0114612-0 11/12-01/17	02-08-2011		07/2011	58.83
101-5010-431.27-02	01/19/2011	05-0114717-7 11/11-01/14	02-07-2011		07/2011	12.78
101-5010-431.27-02	01/19/2011	05-0115202-9 11/11-01/14	02-07-2011		07/2011	25.69
101-6020-452.27-02	01/19/2011	05-0115205-2 11/11-01/14	02-07-2011		07/2011	1,699.52
101-1910-419.27-02	01/19/2011	05-0115206-0 11/11-01/14	02-07-2011		07/2011	422.01
101-1910-419.27-02	01/19/2011	05-0115208-6 11/11-01/14	02-07-2011		07/2011	131.45
101-1910-419.27-02	01/19/2011	05-0115210-2 11/11-01/14	02-07-2011		07/2011	62.69
101-3020-422.27-02	01/19/2011	05-0115211-0 11/11-01/14	02-07-2011		07/2011	176.64
101-5010-431.27-02	01/19/2011	05-0115214-4 11/11-01/14	02-07-2011		07/2011	12.78
601-5060-436.27-02	01/19/2011	05-0115249-0 11/11-01/14	02-07-2011		07/2011	9.56
101-5010-431.27-02	01/20/2011	05-0115949-5 11/12-01/17	02-08-2011		07/2011	12.81
101-5010-431.27-02	01/20/2011	05-0115950-3 11/12-01/17	02-08-2011		07/2011	19.27
101-5010-431.27-02	01/20/2011	05-0116368-7 11/12-01/17	02-08-2011		07/2011	19.27
101-6020-452.27-02	01/20/2011	05-0117419-7 11/12-01/17	02-08-2011		07/2011	9.58
01/27/2011	72579	A.E. CHARLES CONSTRUCTION	2306			1,500.00
248-1920-519.20-06	12/10/2010	C&G-386 DAISY AVE	12-10-2010	110777	06/2011	1,500.00

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01/27/2011	72580	ADT SECURITY SERVICES, INC.	103			80.04
101-6010-451.21-04	01/08/2011	FEBRUARY 2011	39639957	110071	07/2011	80.04
01/27/2011	72581	AMERICAN EXPRESS	1895			727.79
101-6010-451.30-02	12/06/2010	CAFE SUPPLIES	213625429	110339	06/2011	264.49
101-1010-411.30-02	12/15/2010	SUPPLIES	214681660	110339	06/2011	109.83
101-6010-451.30-02	01/04/2011	CAFE SUPPLIES	215978763	110339	06/2011	350.30
101-1130-412.29-04	01/12/2011	JAN 2011 INTEREST	02-06-2011	110339	06/2011	3.17
01/27/2011	72582	AMERON INTERNATIONAL CORPORATI	1519			724.28
201-5015-531.20-06	11/18/2010	LIGHT POLES	88899	110471	05/2011	724.28
01/27/2011	72583	BOB HOFFMAN VIDEO PRODUCTION	457			100.00
101-1020-411.21-04	12/07/2010	CONSULTATION ON VIDEO PLA	32479	F11100	06/2011	100.00
01/27/2011	72584	CALIFORNIA ALUMINUM & VINYL WI	1915			216.75
248-1920-519.20-06	11/16/2010	C&G-620 SILVER STRAND BLV	11162010-1	110771	05/2011	216.75
01/27/2011	72585	CALIFORNIA BANK & TRUST	2264			42,273.50
601-5060-536.20-06	11/30/2010	PUMP STA & MANHOLE REPAIR	00003R	110312	05/2011	42,273.50
01/27/2011	72586	CALPERS	1550			200.00
101-1130-412.20-06	01/04/2011	ACTUATION VALUATION 3%@50	AVL-00000754	F11099	07/2011	200.00
01/27/2011	72587	CDW GOVERNMENT INC	725			293.63
503-1923-419.30-22	01/05/2011	PRINT SERVER	WBF0282	110747	07/2011	293.63
01/27/2011	72588	CLEAN HARBORS	913			258.36
101-5040-434.21-04	01/05/2011	DECEMBER 2010	6Y1001003	110046	07/2011	258.36
01/27/2011	72589	COMMERCIAL LANDSCAPE SUPPLY	944			270.21
101-6020-452.30-02	01/04/2011	WEEDEATER LINE/SUPPLIES	170586	110024	07/2011	270.21
01/27/2011	72590	FENCECORP, INC.	2243			1,652.64
408-5020-532.20-06	07/29/2010	PROJECT RETENTION	R11466	011170	01/2011	1,652.64
01/27/2011	72591	GO-STAFF, INC.	2031			1,693.08
101-1110-412.21-01	01/11/2011	MENDOZA, L W/E 01/09/11	78902	110324	07/2011	1,213.08
101-1210-413.21-01	01/18/2011	DURAN, A W/E 01/16/11	79095	110078	07/2011	480.00
01/27/2011	72592	GOOGLE, INC.	2009			280.00
503-1923-419.21-04	01/05/2011	DEC 2010/JAN 2011	2032611	110126	07/2011	280.00
01/27/2011	72593	GRINDLINE SKATEPARKS, INC.	2141			112.00
408-5020-532.20-06	12/31/2010	INVOICE 3953 FINAL INVOIC	3953	F11095	06/2011	112.00
01/27/2011	72594	HARLAN CONSTRUCTION	2074			4,020.00
248-1920-519.20-06	11/10/2010	C&G-337 EVERGREEN	11-10-2011	110776	05/2011	4,020.00
01/27/2011	72595	JESSOP & SON LANDSCAPING	479			3,052.83
101-6010-451.21-04	01/21/2011	JANUARY 2011	388341	110199	07/2011	3,052.83

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01/27/2011	72596	JIMMY B QUICK PLUMBING	1587			70.00
101-1910-419.28-01	01/14/2011	REPAIR OF WATER FOUNTAIN	58565	F11098	07/2011	70.00
01/27/2011	72597	KANE, BALLMER & BERKMAN	1828			740.00
101-0000-221.01-02	01/11/2011	DECEMBER 2010	16094		07/2011	740.00
01/27/2011	72598	KEYSER MARSTON ASSOC INC	620			1,581.25
101-0000-221.01-02	01/07/2011	DECEMBER 2010-SEACOAST	0023347		07/2011	1,581.25
01/27/2011	72599	LEAGUE OF CALIF CITIES	761			9,534.00
101-1010-411.28-12	12/20/2010	2011 MEMBERSHIP DUES	105073	110766	06/2011	9,534.00
01/27/2011	72600	LEAGUE OF CALIFORNIA CITIES	1495			600.00
101-1010-411.28-12	01/20/2011	2010 DUES SDC DIV LEAGUE	01-20-2011	110779	07/2011	600.00
01/27/2011	72601	NEWEST CONSTRUCTION COMPANY, IN	1719			380,461.50
601-5060-536.20-06	11/30/2010	PUMP STA & MANHOLE REPAIR	00003	110311	05/2011	380,461.50
01/27/2011	72602	ONE SOURCE DISTRIBUTORS	1071			578.76
101-6020-452.28-01	01/04/2011	BALLASTS	S3428824.001	110029	07/2011	318.35
101-6040-454.30-02	01/12/2011	SWCH ASSEMBLIES/PIER RAMP	S3431750.002	110029	07/2011	202.31
101-1910-419.30-02	01/07/2011	FLOOR LAMP/SAFETY CENTER	S3431347.001	110029	07/2011	58.10
01/27/2011	72603	OPPER & VARCO LLP	1626			387.00
409-1230-519.20-06	01/06/2011	NOV/DEC 2010 BIKEWAY VILL	15854	110775	07/2011	387.00
01/27/2011	72604	SEA BREEZE ELECTRIC	1969			3,678.00
408-1920-519.20-06	11/16/2010	801-809 SEACOAST DR/FACAD	566	110770	05/2011	3,678.00
01/27/2011	72605	SKS INC.	412			7,245.93
501-1921-419.28-15	01/11/2011	1,100 GAL REG FUEL	1237853-IN	110104	07/2011	3,474.69
501-1921-419.28-15	01/20/2011	100.4G DIESEL/1099.3G REG	1238055-IN	110104	07/2011	3,771.24
01/27/2011	72606	TILE WARRIORS	2154			240.00
601-5060-436.21-04	12/27/2010	ASSIST EAGLE SCOUTS WITH	12-27-2010	F11097	06/2011	240.00
01/27/2011	72607	UNION BANK OF CALIFORNIA	735			875.00
101-1920-419.29-04	11/14/2010	08/01-10/31/10 BANKNG FEE	646709	110243	05/2011	875.00
01/27/2011	72608	UNION TRIBUNE	738			464.40
101-1020-411.28-07	01/03/2011	PUBLIC HEARING NOTICE ADS	217971	110764	07/2011	464.40
01/27/2011	72609	ALTERNATIVE ENERGY TECHNOLOGIE	1971			7,208.42
248-1920-519.20-06	09/28/2010	C&G-1213A 13TH STRET	7023320CI	110459	03/2011	7,208.42
02/04/2011	72610	A/G PAINTING INC	1858			2,885.00
101-1910-419.21-04	01/30/2011	PAINTING WORK CITY HALL	2011005	110778	07/2011	2,885.00
02/04/2011	72611	AFLAC	120			1,037.26
101-0000-209.01-13	01/20/2011	AP PPE 01/13/2011	20110120		07/2011	518.73

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101-0000-209.01-13	02/03/2011	PR AP PPE 01/27/2011	739344		08/2011	518.53	
02/04/2011	72612	AGRICULTURAL PEST CONTROL	123			95.00	
101-6020-452.21-04	12/28/2010	RODENT CONTROL MAINTENANC	234438	110058	06/2011	95.00	
02/04/2011	72613	AIRGAS WEST	129			147.92	
501-1921-419.30-02	01/10/2011	FIRST AID SUPPLIES	103788505	110021	07/2011	147.92	
02/04/2011	72614	ASBURY ENVIRONMENTAL SERVICES	277			877.44	
101-5040-434.21-04	01/07/2011	NEW DRUMS/OIL FILTERS	130362556	110022	07/2011	877.44	
02/04/2011	72615	BARROWS CONSTRUCTION	2062			4,500.00	
248-1920-519.20-06	01/24/2011	CLEAN&GREEN-829 IMPERIAL	24	110836	07/2011	4,500.00	
02/04/2011	72616	BOYCE INDUSTRIES INC	486			169.49	
501-1921-419.28-16	01/18/2011	PRESSURE HOSE	53607	110023	07/2011	130.45	
101-6040-454.30-02	01/18/2011	INSULATOR KITS	53608	110023	07/2011	39.04	
02/04/2011	72617	CITY OF TUSTIN	1925			275.00	
101-1130-412.28-12	01/20/2011	2011 CALPACS MEMBERSHIP	01122011	110780	07/2011	275.00	
02/04/2011	72618	COLONIAL LIFE & ACCIDENT	941			266.88	
101-0000-209.01-13	01/20/2011	AP PPE 01/13/2011	20110120		07/2011	133.44	
101-0000-209.01-13	02/03/2011	PR AP PPE 01/27/2011	9498114-0102119		08/2011	133.44	
02/04/2011	72619	COUNTY RECORDER	1818			50.00	
405-1260-413.20-06	02/02/2011	NOE-RDA/CITY COOP AGRMNT	02-02-2011		08/2011	50.00	
02/04/2011	72620	CULLIGAN WATER CO. OF SAN	DIEG 1112			18.75	
101-1210-413.30-02	01/17/2011	FEBRUARY 2011	07400971	110009	07/2011	18.75	
02/04/2011	72621	DEPARTMENT OF CORRECTIONS AND	169			4,212.54	
101-6020-452.21-04	01/19/2011	NOVEMBER 2010	1800085609	110648	07/2011	4,212.54	
02/04/2011	72622	DKC ASSOCIATES, INC.	2187			3,400.00	
101-1110-412.20-06	01/26/2011	INTERIM ACM SERVICES	213	110088	07/2011	1,133.56	
405-1260-413.20-06	01/26/2011	INTERIM ACM SERVICES	213	110088	07/2011	1,133.22	
502-1922-419.20-06	01/26/2011	INTERIM ACM SERVICES	213	110088	07/2011	1,133.22	
02/04/2011	72623	D3 EQUIPMENT	1124			121.46	
501-1921-419.28-16	01/12/2011	COUPLER	S82355	110096	07/2011	121.46	
02/04/2011	72624	EPIC LAND SOLUTIONS, INC.	2105			1,151.79	
408-1920-519.20-06	12/31/2010	PALM AVE RELOCATIONS	1210-0190	010328	06/2011	290.06	
405-1260-413.20-06	12/31/2010	PALM AVE RELOCATIONS	1210-0190	110772	06/2011	861.73	
02/04/2011	72625	GCR TIRE CENTERS	1702			906.07	
501-1921-419.28-16	01/18/2011	#5401 TIRES	832-302	110105	07/2011	119.16	
501-1921-419.28-16	01/19/2011	#104 TIRES	832-340	110105	07/2011	786.91	
02/04/2011	72626	GRAINGER	1051			1,833.68	
101-1910-419.28-01	01/04/2011	LAMPS	9428984539	110038	07/2011	345.51	

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101-5010-431.30-02	01/11/2011	PRY BAR SET/BATTERIES	9435420543	110038	07/2011	282.38
601-5060-436.28-01	01/18/2011	PS#8 SUMP PUMP	9440570134	110038	07/2011	657.40
601-5060-436.30-02	01/19/2011	SAFETY VESTS	9441531952	110038	07/2011	112.58
601-5060-436.30-02	01/19/2011	FLUORESCENT MARKING PAINT	9441531960	110038	07/2011	166.00
101-5010-431.30-02	01/12/2011	SHRINK TUBE CLEAR	9435944336	110038	07/2011	43.93
101-5010-431.30-02	01/18/2011	2.5 IN SHRINK TUBE CLEAR	9440570142	110038	07/2011	30.77
101-5010-431.30-02	01/19/2011	2.5 INCH SHRINK TUBES	9441531945	110038	07/2011	123.11
101-6020-452.30-02	11/24/2010	SPRAY PAINT, SANITIZER	9403507180	110038	05/2011	72.00
02/04/2011	72627	GTC SYSTEMS INC	1910			270.00
503-1923-419.21-04	12/31/2010	DEC 2010 CONSULTING	31130	110748	06/2011	175.00
503-1923-419.20-06	01/13/2011	IT TECHNICIAN CONSULTING	31156	110749	07/2011	95.00
02/04/2011	72628	HANSON AGGREGATES INC.	48			1,427.88
101-5010-431.30-02	01/07/2011	CONCRETE	636118	110085	07/2011	273.63
101-5010-431.30-02	01/10/2011	CONCRETE	499959	110085	07/2011	760.31
101-5010-431.30-02	01/12/2011	CONCRETE MIX	636545	110085	07/2011	393.94
02/04/2011	72629	HELIOPOWER INC.	2056			15,359.06
248-1920-519.20-06	12/15/2010	CLEAN&GREEN-961 9TH STREE	83695	110838	06/2011	15,359.06
02/04/2011	72630	VINYL MASTERS	2037			1,378.50
248-1920-519.20-06	09/30/2010	C&G-1213 13TH ST	347889	110468	03/2011	1,378.50
02/04/2011	72631	HORIZON HEALTH EAP	90			415.83
101-1130-412.20-06	01/10/2011	JAN 2011 EAP	36769	110075	07/2011	415.83
02/04/2011	72632	I B FIREFIGHTERS ASSOCIATION	214			216.50
101-0000-209.01-08	02/03/2011	PR AP PPE 01/27/2011	20110203		08/2011	216.50
02/04/2011	72633	ICMA RETIREMENT TRUST 457	242			5,311.86
101-0000-209.01-10	02/03/2011	PR AP PPE 01/27/2011	20110203		08/2011	5,311.86
02/04/2011	72634	JULIANNE CHARLAND	1963			19.76
101-3030-423.30-02	01/13/2011	JR LG POSTAGE/INS MAILING	506243		07/2011	19.76
02/04/2011	72635	KIWANIS CLUB OF IMPERIAL BEACH	639			345.00
405-1260-413.28-07	01/25/2011	2011 CALENDAR AD	01252011	110835	07/2011	345.00
02/04/2011	72636	MASON'S SAW & LAWNMOWER	923			571.34
101-6020-452.30-02	01/13/2011	BLADE/FILLER CAP	231958	110050	07/2011	101.95
101-6020-452.30-22	01/13/2011	BACKPACK BLOWER	231959	110050	07/2011	469.39
02/04/2011	72637	MATCO TOOLS	932			150.00
501-1921-419.30-02	01/21/2011	STEEL TOE SHOES/MIKE-FLEE	212399	110100	07/2011	150.00
02/04/2011	72638	MICHAEL FRANCIS	1515			54.00
101-3030-423.28-04	12/14/2010	REIMBURSE EMT CERT	I-11983		07/2011	54.00
02/04/2011	72639	MIKE MCGRANE	1939			155.97
101-1210-413.28-04	01/27/2011	REMBURS RNTL CAR-TRAV TO	XC12203-5		08/2011	155.97

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02/04/2011	72640	MIRELES LANDSCAPING	2107			800.00
245-1240-413.20-06	01/18/2011	CUT LOW BRANCHES, REMOVE	0780	110839	07/2011	350.00
245-1240-413.20-06	01/18/2011	PRUNE DOWN WEEDS, CUT LOW	0781	110839	07/2011	450.00
02/04/2011	72641	MPC OUTLET	2157			675.73
503-1923-419.50-04	01/10/2011	DELL OPTIPLEX/DESKTOP PC	165883	110745	07/2011	441.93
503-1923-419.30-22	01/19/2011	CABLE	14896	110769	07/2011	233.80
02/04/2011	72642	OFFICE DEPOT, INC	1262			701.64
503-1923-419.30-22	01/07/2011	ARTICULATING WALL ARM	547494544001	110047	07/2011	54.85
101-1210-413.30-01	01/11/2011	CORRECTION TAPE	547801004001	110047	07/2011	14.49
503-1923-419.30-22	01/14/2011	USB DRIVE	548380858001	110047	07/2011	16.14
101-5020-432.30-01	01/11/2011	OFFICE SUPPLIES	547834254001	110047	07/2011	16.40
101-1210-413.30-02	01/20/2011	HEAVY DUTY STAPLER/DUSTER	549048200001	110047	07/2011	135.50
101-1210-413.30-01	01/20/2011	OFC CLEANING SUPPLIES	549048419001	110047	07/2011	37.58
101-3070-427.28-11	12/15/2010	DOOR HANGERS	545138120001	110047	06/2011	426.68
02/04/2011	72643	OFFICETEAM	1266			1,983.20
101-1020-411.21-01	01/19/2011	ARMENDARIZ, ELIZ 01/07/11	32547570	110754	07/2011	991.60
101-1020-411.21-01	01/19/2011	ARMENDARIZ, ELIZ 1/14/11	32548569	110754	07/2011	991.60
02/04/2011	72644	PADRE JANITORIAL SUPPLIES	1430			140.50
101-6040-454.30-02	01/10/2011	JANITORIAL SUPPLIES	311121	110043	07/2011	140.50
02/04/2011	72645	PARTNERSHIP WITH INDUSTRY	1302			1,963.03
101-6040-454.21-04	01/03/2011	P/E 12/31/2010	GS03305	110020	07/2011	961.47
101-6040-454.21-04	01/14/2011	P/E 01/15/2011	GS03330	110020	07/2011	1,001.56
02/04/2011	72646	PAUL HEISKALA CONSTRUCTION	2057			1,950.00
248-1920-519.20-06	01/21/2011	CLEAN&GREEN-739IRIS AVE	90	110837	07/2011	1,950.00
02/04/2011	72647	PRO LINE PAINT COMPANY	52			21.41
101-5010-431.30-02	01/13/2011	1-QT MARINE ENAMEL BLK	7259-2	110037	07/2011	21.41
02/04/2011	72648	RECON ENVIROMENTAL, INC.	2300			3,189.94
409-1230-519.20-06	01/10/2011	IB BKWY VLLGE THRU 1/7/11	42582	110731	07/2011	3,189.94
02/04/2011	72649	SAN DIEGO COUNTY SHERIFF	882			452,179.38
101-3010-421.20-06	12/21/2010	NOVEMBER 2010	12-21-2010		06/2011	437,259.00
212-3036-421.20-06	12/21/2010	NOVEMBER 2010	12-21-2010		06/2011	16,080.00
101-0000-338.60-03	12/21/2010	NOVEMBER 2010	12-21-2010		06/2011	1,159.62-
02/04/2011	72650	SEIU LOCAL 221	1821			1,253.07
101-0000-209.01-08	02/03/2011	PR AP PPE 01/27/2011	20110203		08/2011	1,253.07
02/04/2011	72651	STANDARD ELECTRONICS	504			360.00
101-1910-419.20-23	01/10/2011	FIRE ALARM MONITORING	14833	110061	07/2011	360.00
02/04/2011	72652	TRAFFIC CONTROL SERVICE INC.	684			365.69
101-5010-431.21-23	01/19/2011	ADHESIVE PADS	1009754	110039	07/2011	365.69

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
02/04/2011	72653	WAXIE SANITARY SUPPLY	802				226.38
101-6040-454.30-02	01/19/2011	ROLLMASTR/DEODORIZER	72408726	110031	07/2011		226.38
02/04/2011	72654	WESTON SOLUTIONS INC.	2016				70,269.47
101-5050-535.20-06	01/16/2010	STUDY TIJUANA RIVER/DATA	NOV2010-03334	011171	07/2011		21,460.27
101-5050-535.20-06	10/11/2010	DATA COLLEC. TIJUANA RIVE	OCT2010-011959	011171	04/2011		6,500.77
101-5050-535.20-06	10/11/2010	STUDY TIJUANA RIVER/DATA	OCT2010-01975	011171	04/2011		42,308.43
DATE RANGE TOTAL *							1,286,534.00 *



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER  
**MEETING DATE:** FEBRUARY 16, 2011  
**ORIGINATING DEPT.:** PUBLIC WORKS *GB*  
**SUBJECT:** AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN A REGIONAL WASTE TIRE ENFORCEMENT PROGRAM

---

**BACKGROUND:** The City of Imperial Beach, along with the participating cities of Chula Vista and El Cajon, were invited by the City of San Diego to partner on a regional Waste Tire Enforcement Grant application. This Waste Tire Enforcement Grant for FY 2010/11 is offered by the Department of Resources Recycling and Recovery (CalRecycle) and is currently in its 18<sup>th</sup> grant cycle. The City of San Diego will be the Primary Collaborative Jurisdiction submitting the grant application and implementing the Waste Tire Enforcement Program. Imperial Beach will be one of the Participating Collaborative Jurisdictions in the grant that will benefit from the program. The City of Imperial Beach has participated on this Waste Tire Enforcement grant application with the City of San Diego on numerous grant cycles in the past.

**DISCUSSION:** As in previous years, the inspection activities allowed by this grant will be conducted by City of San Diego Local Enforcement Agency (LEA) staff and reimbursed by State grant funds. The Waste Tire inspection activities have been beneficial to the region and to the partnering cities. The City of San Diego LEA will be implementing the Waste Tire Enforcement Program in accordance with the grant application. The City of San Diego LEA staff performs initial inspections and follow-up inspections for all waste tire facilities and sites including the facilities and sites located with the partnering jurisdictions. Violations as the result of the inspections will be reported to CalRecycle and to the local jurisdiction. There is no financial obligation of resources from Imperial Beach to participate in this program.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

None

**DEPARTMENT RECOMMENDATION:**

1. Receive this report.
2. Adopt the attached resolution.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

A handwritten signature in cursive script that reads "Gary Brown". The signature is written in black ink and is positioned above a horizontal line.

Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-6995

**RESOLUTION NO. 2011-6995**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY OF IMPERIAL BEACH TO PARTICIPATE IN A REGIONAL WASTE TIRE ENFORCEMENT PROGRAM**

**WHEREAS**, funds are allocated and available from the Department of Resources Recycling and Recovery (CalRecycle) for Grants to local governments to perform enforcement, compliance, and surveillance activities of entities involved with the waste tire industry; and

**WHEREAS**, the City of San Diego will be the Primary Collaborative Jurisdiction and the cities of Chula Vista, El Cajon, and Imperial Beach will be the Participating Collaborative Jurisdictions for the Waste Tire Enforcement Grant application for FY 2010/11; and

**WHEREAS**, the City of San Diego Local Enforcement Agency (LEA) would be conducting the inspection and enforcement at businesses that sell tires, generate tire waste, or transport waste tires; and

**WHEREAS**, partnering in a regional program would provide an assurance that tire selling and disposal facilities within the City of Imperial Beach are properly manifested and reported without any direct costs to the City of Imperial Beach; and

**WHEREAS**, the application process for this grant established by the State and CalRecycle requires the governing body for each applicant to certify by resolution its approval of the submittal of Grant Application to CalRecycle.

**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 authorizes the City of San Diego to submit a collaborative application to CalRecycle for the Waste Tire Enforcement Grant for FY 2010/11 on its behalf.
3. The City Manager is authorized and directed to send a letter of support to the City of San Diego to partner in the Waste Tire Enforcement grant application for FY 2010/11

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16<sup>th</sup> day of February 2011, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** GARY BROWN, CITY MANAGER

**MEETING DATE:** February 16, 2011

**ORIGINATING DEPT.:** PUBLIC SAFETY *GB*

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF IMPERIAL BEACH, CALIFORNIA, APPROVING AMENDMENT NO.1 TO THE AGREEMENT AMONG THE CITY OF IMPERIAL BEACH, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT AND TRAFFIC SERVICES

---

**BACKGROUND:**

In May 2009 the Public Safety Department proposed a Responsible Retailer Program to the City Council. The overall goal of the RRP was to improve public health and safety in the community by providing education and enforcement to local businesses. Resolution 2009-6757 approved the program and the use of future Justice Assistance Grant to fund RRP.

In August 2009 the City of Imperial Beach was awarded a \$72,427 Justice Assistance Grant. This grant is a partnership among federal, state, and local governments to create safer communities. The U.S. Department of Justice, Bureau of Justice Assistance is authorized to award grants to improve the functioning of the criminal justice system. Grants may be used to provide personnel, equipment, training, technical assistance, and information systems for more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of offenders who violate such state and local laws. The City Council adopted resolution 2009-6787 to accept \$72,427 as an increase of special revenue expenditures.

At that time the Public Safety Department, in partnership with the County of San Diego Sheriff Department, had secured alternative funding for the 1<sup>st</sup> year of the Responsible Retailer Program.

**DISCUSSION:**

At this time, the alternative funding for the Responsible Retailer Program has been expended and the San Diego Sheriff Department would like to secure the JAG funding to continue this programming.

The City of Imperial Beach has an existing agreement with the County of San Diego and the San Diego County Sheriff for law enforcement services. This amendment provides the County of San Diego with the assurance that the City of Imperial Beach will transfer the Justice Assistance Grant funds as they are expended by the Responsible Retailer Program.

**FISCAL IMPACT:**

This \$72,427 is currently listed as special revenue and the expenditures are tracked by a grant number.

**DEPARTMENT RECOMMENDATION:**

Approve the resolution that amends the agreement among the City of Imperial Beach, the County of San Diego, and the San Diego County Sheriff for general and specialized law enforcement and traffic services.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

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

Attachments:

1. Resolution No. 2011-6996
2. Amendment No.1- Agreement among the City of Imperial Beach, the County of San Diego, and the San Diego County Sheriff for General and Specialized Law Enforcement and Traffic Services.

**RESOLUTION NO. 2011-6996**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AMENDMENT NO.1 TO THE AGREEMENT AMONG THE CITY OF IMPERIAL BEACH, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT AND TRAFFIC SERVICES**

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

**WHEREAS**, in 2009 the City Council approved the Responsible Retailer Program for alcohol related education and enforcement by the San Diego County Sheriff Department in the City of Imperial Beach; and

**WHEREAS**, the City of Imperial Beach adopted Resolution 2009-6797 accepting \$72,427 in a Justice Assistance Grant; and

**WHEREAS**, there is a current contract for specialized and law enforcement services with the San Diego County Sheriff Department; and

**WHEREAS**, this amendment provides the San Diego County Sheriff Department with the assurance that the City of Imperial Beach will transfer the Justice Assistance Grant funds as they are expended by the Responsible Retailer Program; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Imperial Beach approves Amendment No.1 to the agreement among the City of Imperial Beach, the County of San Diego, and the San Diego County Sheriff for general and specialized law enforcement and traffic services.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16<sup>th</sup> day of February 2011, by the following roll call vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>

*Jim Janney*  
 \_\_\_\_\_  
**JIM JANNEY**  
**MAYOR**

**ATTEST:**

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

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2011 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AMENDMENT NO.1 TO THE AGREEMENT AMONG THE CITY OF IMPERIAL BEACH, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT AND TRAFFIC SERVICES

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

\_\_\_\_\_  
DATE

**AMENDMENT NO. 1  
TO THE  
"AGREEMENT AMONG THE CITY OF IMPERIAL BEACH,  
THE COUNTY OF SAN DIEGO, AND  
THE SAN DIEGO COUNTY SHERIFF  
FOR GENERAL AND SPECIALIZED  
LAW ENFORCEMENT AND TRAFFIC SERVICES"**

**EXECUTED DECEMBER 4, 2007**

WHEREAS, the City of Imperial Beach, a municipal corporation, hereinafter referred to as "CITY," and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "COUNTY," have executed the **"AGREEMENT AMONG THE CITY OF IMPERIAL BEACH, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT AND TRAFFIC SERVICES"** ("AGREEMENT") regarding services provided by the San Diego County Sheriff, hereinafter referred to as "SHERIFF"; and

WHEREAS, COUNTY through SHERIFF provides public safety services throughout the County of San Diego and is equipped and does so to the extent and in the manner provided for in the above-referenced Agreement executed December 4, 2007, hereinafter referred to as the "Agreement," and intends to do the same as hereinafter provided; and

WHEREAS, pursuant to Section II. G. 2, CITY intends to request additional law enforcement services from SHERIFF in the form of overtime.

WHEREAS, pursuant to Section II. G. 3, SHERIFF shall provide these services unless otherwise advised by the CITY in writing; and

WHEREAS, on March 3, 2009 (12), the County of San Diego Board of Supervisors approved the acceptance of the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation; and

WHEREAS, on April 13, 2010 (1) the County of San Diego Board of Supervisors approved and authorized the SHERIFF to:

- (a) accept JAG funds awarded to the City of San Diego and passed through to the CITY; and
- (b) enter into an agreement with the CITY for an amount not to exceed \$72,427 for the period beginning July 1, 2010 through March 31, 2011; and

(c) execute all JAG Formula Program grant and grant related documents and any annual extensions, amendments, and/or revisions thereof that do not materially impact or alter the services or funding level.

WHEREAS, the April 13, 2010 authorization to enter into an agreement with the CITY may be accomplished by this Amendment No. 1 to the Agreement; and

WHEREAS, CITY shall reimburse SHERIFF using grant funds awarded under the 2009 JAG, not to exceed \$72,427 for overtime; and

WHEREAS, the terms and conditions of the Agreement not specified herein, remain unmodified.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and COUNTY agree to amend the Agreement as follows:

Section II.G.1 is amended to add the following sentence at the end of the existing text:

"SHERIFF shall perform additional law enforcement services on an overtime basis for the CITY and as further specified in Exhibit A – JAG 2009 STIMULUS, Spending Plan Narrative to this Amendment #1."

Section IV.K. is amended to add the following sentence at the end of the existing text:

"SHERIFF will provide CITY quarterly programmatic data and information as requested by CITY and required by the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation, further specified in Exhibits B and C to this Amendment #1."

Section V.B.2. is amended to add the following sentence at the end of the existing text:

"CITY shall reimburse SHERIFF using grant funds awarded under the FY 09 Recovery Act JAG for personnel and duties related to these additional law enforcement services, not to exceed \$72,427 for overtime."

Section V.H.2. is amended to add the following subparagraph V.H.2.a:

"a. With respect to the Responsible Retailer Program that is the subject of Amendment No. 1 to this Agreement, (i) SHERIFF shall submit a separate invoice to CITY itemizing the additional law enforcement services and services and supplies, (ii) CITY shall reimburse SHERIFF for the ARRA Byrne JAG through a check separate from the monthly contract cities reimbursement check,

and (iii) CITY shall reference the following information on the reimbursement check: "ARRA Byrne JAG Imperial Beach (2009-SB-B9-0784)".

This Amendment No. 1 may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this Amendment No. 1 to the original Agreement, such Amendment being effective July 1, 2010.

**COUNTY OF SAN DIEGO  
SHERIFF'S DEPARTMENT**

**CITY OF IMPERIAL BEACH**

\_\_\_\_\_  
William D. Gore  
Sheriff

\_\_\_\_\_  
Jim Janney  
Mayor

Approved as to form and legality:  
**SAN DIEGO COUNTY COUNSEL**

**CITY OF IMPERIAL BEACH**

  
for William L. Pettingill  
Senior Deputy

\_\_\_\_\_  
Jennifer Lyon  
City Attorney

Approved by City Council:

Action \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

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

**SUBJECT:** RESOLUTION NO. 2011-7002 - AUTHORIZATION TO  
RENUMBER RESOLUTION NOS. 2011-6989 AND R-11-241,  
ADOPTED ON JANUARY 26, 2011 TO CORRECT CLERICAL  
ERROR

---

**BACKGROUND & DISCUSSION:**

In reviewing resolutions from the January 26, 2011 City Council meeting, staff discovered two resolutions with numbers that were previously assigned to resolutions that were considered and adopted at the January 14, 2011 City Council meeting.

The most efficient way of correcting these clerical errors is to renumber the most recently adopted resolutions by an amending resolution. Correction of the clerical errors in resolution numbering does not affect the validity of the action that occurred on January 26, 2011 and the effective date of the action is still January 26, 2011.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

None.

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2011-7002 authorizing the renumbering of Resolution Nos. 2011-6989 and R-11-241 to Resolution Nos. 2011-6993 and R-11-245 respectively. The effective date of the action shall remain January 26, 2011.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

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

Attachments:  
1. 2011-7002

**RESOLUTION NO. 2011-7002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING RESOLUTION NOS. 2011-6989 AND R-11-241, ADOPTED JANUARY 26, 2011 BY AUTHORIZING THE RENUMBERING OF SAID RESOLUTIONS TO 2011-6993 AND R-11-245 RESPECTIVELY TO CORRECT A CLERICAL ERROR**

**WHEREAS**, staff discovered two resolutions with numbers that were previously assigned to resolutions that were considered and adopted at the January 14, 2011 City Council meeting; and

**WHEREAS**, the most efficient way of correcting the clerical errors is to renumber the most recently adopted resolutions by an amending resolution; and

**WHEREAS**, correction of the clerical errors in resolution numbering does not affect the validity of the action that occurred on January 26, 2011 and the effective date of the action is still January 26, 2011.

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

1. Resolution Nos. 2011-6989 and R-11-241 adopted January 26, 2011 are authorized to be renumbered as 2011-6993 and R-11-245 respectively; and
2. That correction of the clerical error in resolution numbering does not affect the validity of the action that occurred on January 26, 2011; and
3. The effective date of the action is still January 26, 2011

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16<sup>th</sup> day of February 2011, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** City Manager

**MEETING DATE:** February 16, 2011 *MP*  
**ORIGINATING DEPT:** Michelle Posada, Administrative Assistant II

**SUBJECT:** Approving the Award of Grants under the 2010-2011  
Fiscal Year Community Grants Program

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**BACKGROUND:**

On August 2, 2006, Council approved the Application Guidelines for the ongoing Community Grants Program and authorized solicitation for applications focusing on the following areas of Youth and Senior Services/Development, Neighborhood Revitalization, Cultural Arts and Community Services.

Applications are to be judged and selected on the following criteria:

1. Imperial Beach community based organization serving the Imperial Beach community.
2. Focus on enhancing community.
3. Fair and justifiable program costs (budget required).
4. Originality and creativity. Priority will be given to projects or programs which are new and unique to the community or which provide a new or unique twist on an existing program.
5. Completion of project in FY 2010-2011.

**DISCUSSION:**

The program was publicized via press release, flyers, letters and newspaper advertisement; applications were placed in several locations in the City for organizations to pick up and previous applicants were notified by mail. A total of thirteen applications were received. Staff reviewed the applications to determine eligibility based on Program Application Guidelines and Criteria.

All thirteen applications met the required criteria and focus areas and qualify for grant funds as recommended by staff.

**FISCAL IMPACT:**

Our City's waste management franchise, EDCO Disposal Corporation, has committed to donate \$5,000 to sponsor this program.

**CITY MANAGER'S RECOMMENDATION:**

Approve the award of grants under the FY 2010-2011 Community Grants Program as follows:

<u>Organization</u>	<u>Grant Amount</u>
<b>Chamber of Commerce</b> (Taste of I.B. by local businesses)	\$384
<b>Latter Rain Ministries</b> (Food Program/ Toys for Tots)	\$384
<b>Ocean Blue Foundation</b> (Pet waste dispenser and bags)	\$384
<b>Friends of the IB Library</b> (Two Public Family Programs)	\$384
<b>Kiwanis Club</b> (Elementary Student of the Month Award)	\$384
<b>IB Senior Art Group</b> (Senior Art Enrichment Program)	\$384
<b>Optimist Club of I.B.</b> (Kids n' Kastles Sandsculpting)	\$384
<b>IB Senior Club</b> (Arts/Music Show)	\$384
<b>South County Renaissance Project</b> (Music CD)	\$384
<b>YMCA Camp Surf</b> (scholarships to youths for Day Camp)	\$384
<b>Surfrider Foundation</b> (Ocean friendly garden program)	\$384
<b>Wildcoast</b> (Tijuana Slough Beach Cleanup event)	\$384
<b>Imperial Beach United Methodist Church</b> (Food Program)	\$384
<b>Total:</b>	<b>\$4,992</b>


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 Gary Brown, City Manager

**Attachments:**

1. Analysis of applications comparison graph
2. 2010-2011 Application Guidelines
3. 2010-2011 Press Release
4. Copies of applications

## **ATTACHMENT #1**



# 2010-2011 Fiscal Year Grant Program Application Analysis

Organization/ Applicant	Date Application Received	Non-Profit/ Local Org.	Originality and Creativity	\$ Requested/ Program Cost	Previous Recipient	Number of people served (Estimate)
<i>Imperial Beach Chamber of Commerce</i> Kim Palkovic 619-424-3151 700 Seacoast Drive, Suite 103 Imperial Beach, CA 91932	11/15/2010	Yes/ Yes	Grant Funds will be used for Taste of I.B. Event. They will display the City Logo on all advertising.	\$ 500.00  <b>Program Cost:</b> \$ 2,800.00	Yes	400
<i>Latter Rain Ministries</i> Pastor Jody A Crawford	11/15/2010	Yes/Yes	Grants funds will be used for Food Distribution Program or Toys for Tots Giveaway gently used clothing, immunizations to low income IB families.	\$ 500.00  <b>Program Cost:</b> \$ 2,500.00	Yes	100
<i>Ocean Blue Foundation</i>	10/28/2010	Yes/ Yes	Grant Funds will be used for adding new dispenser locations & Maintenance. Bags are used to help keep city clean of pet waste and prevent run off pollution.	\$ 500.00  <b>Program Cost:</b> \$3,465.00	Yes	10,300
<i>Friends of the IB Library</i>  810 Imperial Beach Blvd Imperial Beach, CA 91932	11/12/2010	Yes/ Yes	Grant Funds will be used for two public family-oriented programs. Flyers and press releases will acknowledge the City and Edco program funding.	\$ 500.00  <b>Program Cost:</b> \$ 500.00	Yes	100
<i>Kiwanis Club of I.B.</i>  P.O. Box 1146 Imperial Beach, CA 91933	11/12/2010	Yes/Yes	Grant Funds will be used for Student of the month awards in our school district \$50 savings bond and certificate City's contribution will be noted at the presentations	\$ 500.00  <b>Program Cost:</b> \$ 1,092.00	Yes	12

<i>IB Senior Art Group</i>	11/15/2010	Yes/Yes	Grant Funds will be used for an Art Enrichment Program at the IB Senior Center. Weekly meetings for artists of all levels to paint and draw. Funds will be used to purchase materials.	\$ 500.00  Program Cost: \$ 500.00	Yes	30
<i>Optimist Club of I.B.</i>	11/9/2010	Yes/Yes	Grant Funds will be used for Kids N Kastles Children's sand sculpting competition. City will be recognized in press, website, flyers, at booth of competition.	\$ 500.00  Program Cost: \$ 1,635.00	Yes	300-400
<i>Imperial Beach Senior Club</i>  1075 8th Street Imperial Beach, CA. 91932	11/12/2010	Yes/Yes	Grant Funds will be used to hold a talent show featuring local artists/musicians.	\$ 500.00  Program Cost: \$ 500.00	Yes	50-100
<i>South County Renaissance Project</i>	11/15/2010	Yes/Yes	Grant Funds will be used for a CD featuring local and professional musicians. CD will be sold and profits will benefit Sports Park programs	\$ 500.00  Program Cost: \$ 1,250.00	Yes	25-5000
<i>YMCA Camp Surf</i> Mark Thompson 619-423-5850 560 Silver Strand Blvd. Imperial Beach, CA. 91932	9/28/2010	Yes/ Yes	Grant Funds will be used to provide Camp Surf Day Camp Scholarships to families that are unable to afford a week of camp.	\$ 500.00  Program Cost: \$ 293,000.00	Yes	90
<i>Surfrider Foundation</i> Belinda Smith 619-922-5972 PO Box 1511 Solana Beach, CA 92075	11/15/2010	Yes/ No	Grant Funds will be used to fund "Lawn Patrol" program which will be an educational seminar on ocean friendly gardens.	\$ 500.00  Program Cost: \$ 500.00	No	100-200

<p><i>Wildcoast</i> Ben McCue 619-423-8665 ext. 208 925 Seacoast Drive Imperial Beach, CA. 91932</p>	<p>11/8/2010</p>	<p>Yes/ Yes</p>	<p>Grant Funds will be used to host a Tijuana Slough Beach Cleanup event.</p>	<p>\$ 465.00  <b>Program Cost:</b> \$ 885.00</p>	<p>Yes</p>	<p>100</p>
<p><i>Imperial Beach United Methodist Church</i>  455 Palm Avenue Imperial Beach, CA. 91932</p>	<p>11/15/2010</p>	<p>Yes/ Yes</p>	<p>Grant Funds will be used to help fund the 2011 Broken Loaf Food Pantry program which provides food support to needy families and individuals.</p>	<p>\$ 500.00  <b>Program Cost:</b> \$ 2,300.00</p>	<p>No</p>	<p>1500</p>

## **ATTACHMENT #2**

## **IMPERIAL BEACH COMMUNITY GRANTS PROGRAM 2010-2011 APPLICATION GUIDELINES**

The City of Imperial Beach is soliciting grant applications until 5:00 p.m., November 15, 2010. There is a total of \$5,000 available for community organizations. Only one (1) grant application may be submitted per community organization with the maximum award of \$500.00 per applicant.

Applicants must complete the attached application form and provide the following documents: W-9, summary of organization's budget and proposed program budget.

*Nonprofit organizations that have officially filed as a nonprofit with the State of California must attach a copy of its current year nonprofit certification form. For organizations that are "recognized" nonprofits within the community but have never formally filed with the State, the City Council at its discretion may consider their application. Note, any decision made by City Council is final, in regards to the community grants process.*

**Applications may be hand delivered or mailed to:** City of Imperial Beach, Office of the City Manager, Attn: Community Grants Program, 825 Imperial Beach Blvd., Imperial Beach, CA 91932. For more information, call (619) 628-2346.

### THRESHOLD CRITERIA (In accordance of Council Policy No. 414):

Request for Proposals are limited to secular, non-governmental organizations serving the Imperial Beach community. Excluded entities include the following: County of San Diego, San Diego Port District, church organizations, school districts, schools and private individuals. Applicants should have a State of California nonprofit status certification or be a recognized Imperial Beach "nonprofit" service, civic or youth organization.

***The Community Grant program is intended to focus on Youth and Senior Services, Neighborhood Revitalization, Cultural Arts, and Community Service.***

Applications will be judged and selected on the following criteria:

1. Imperial Beach community-based organization serving the Imperial Beach community
2. Focus on enhancing community
3. Fair and justifiable program costs (budget required)
4. Originality and creativity. Priority will be given to projects or programs which are new and unique to the community or which provide a new or unique twist on an existing program.
5. Completion of project by June 30, 2011.

### GRANT EXPENDITURES:

Grants will be funded upon approval of Council and announcement of recipients. Expenses must be directly related to services or materials of proposed activity. Grantees will be required to maintain records to support claimed expenditures and project accomplishments. Funds for the proposed project must not be used to replace or offset funding sources normally available for any portion of the project, nor be used by the applicant to fund/supplement its own monetary giving.

The City Manager will review submitted copies of paid receipts/invoices and written report to ensure that funds were spent in compliance with the approved application. Applicant will be required to reimburse the City of Imperial Beach all inappropriately spent funds.

### PRIOR CITY FINANCIAL ASSISTANCE:

Information provided on application will be used to review prior grant management and performance history. Significant non-compliance issues will be taken into consideration and may affect funding decision.

## **ATTACHMENT #3**

# CITY OF IMPERIAL BEACH

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PRESS RELEASE

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## FOR IMMEDIATE RELEASE

September 13, 2010

For additional information call:  
Erika Ceja (619) 628-2346

### IB COMMUNITY GRANTS PROGRAM ACCEPTING APPLICATIONS

Applications for Imperial Beach Community Grants Program are now available for the 2010-2011 fiscal year. Imperial Beach-based organizations serving the Imperial Beach community are invited to submit applications requesting financial assistance.

This is the tenth year the program has been made possible by a generous \$5,000 donation from EDCO Disposal Corporation, intended to fund city beautification and quality-of-life programs. In years past, these grants have been used for environmental protection, economic development, youth and senior services, and community outreach programs.

Recipients of the current year's grants will have a focus in the following areas: environmental protection, neighborhood revitalization and economic development.

Applications will be judged on specific criteria relating to these areas as outlined in the application guidelines. **Priority will be given to new proposals or those with a unique twist on an existing program.** The deadline to submit applications is 5:00 p.m., November 15, 2010. For more information or to receive an application, please contact Erika Ceja, in the City Manager's Office, at (619) 628-2346. You may also obtain an application from our website at [www.cityofib.com](http://www.cityofib.com).

## **Imperial Beach Community Grant Program Fiscal Year 2010-2011**

The City of Imperial Beach is now accepting applications for the 2010-2011 Community Grant Program.

Imperial Beach-based organizations serving the Imperial Beach community are invited to submit applications for financial assistance.

Contact Erika Ceja at  
(619) 628-2346 for more information.  
825 Imperial Beach Blvd.,  
Imperial Beach, CA 91932.  
[www.cityofib.com](http://www.cityofib.com)

*This program  
is made possible  
by a generous \$5,000  
donation from:*



**Deadline to submit applications:  
5:00 p.m., November 15, 2010**

**ATTACHMENT #4**

APPLICATIONS ARE AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE



## STAFF REPORT CITY OF IMPERIAL BEACH

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER  
**MEETING DATE:** February 16, 2011  
**ORIGINATING DEPT.:** FINANCE DEPARTMENT  
**SUBJECT:** SALE OF SURPLUS PROPERTY

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### **BACKGROUND:**

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

“The purchasing officer shall have the following powers and duties:

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

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

### **DISCUSSION:**

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

1. The items listed in Exhibit “A”.

**FISCAL ANALYSIS:**

Salvage Value

**DEPARTMENT RECOMMENDATION:**

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

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

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



---

Gary Brown, City Manager

Attachments:

1. Resolution 2011-7004
2. Exhibit A – Equipment Inventory List for County Auction

**RESOLUTION NO. 2011-7004**

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

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

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

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

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

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

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

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

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16<sup>th</sup> day of February 2011, by the following roll call vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Resolution No. 2011-7004 A Resolution of the City Council of the City of Imperial Beach, California, AUTHORIZING THE SALE OF CERTAIN SURPLUS CITY EQUIPMENT.

---

CITY CLERK

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DATE

**IMPERIAL BEACH  
EQUIPMENT INVENTORY LIST  
FOR COUNTY AUCTION**

<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>	<b>PROPERTY TAG #</b>
1.	1	S-1 2002 Smart Trailer	VIN:1K9BS08 152K118043
2.	1	Sanyo Viewcam Video Recorder	VL-E760
3.		Miscellaneous Office Supplies: staplers, desk trays, folders, etc.	



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** GARY BROWN, CITY MANAGER

**MEETING DATE:** FEBRUARY 16, 2011

**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT  
GREG WADE, DIRECTOR *GW*  
ELIZABETH CUMMING, ASSISTANT PROJECT MANAGER

**SUBJECT:** ADOPT RESOLUTION NO. 2011-6994 AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A COOPERATION AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND CITY OF IMPERIAL BEACH FOR A COMMUNITY DEVELOPMENT PROGRAM AND SIGN OTHER ANCILLARY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT

---

**BACKGROUND:**

Over the years, the County of San Diego has provided Community Development Block Grant funds to the City of Imperial Beach under Title I of the Housing and Community Development Act of 1974. Community Development Block Grant funds have assisted in the City of Imperial Beach in improving and developing its quality of life and with the prevention or elimination of detrimental urban conditions within the City.

**DICUSSION:**

The City wishes to continue its cooperative relationship with the County and receive Title I funds through the County. It is necessary, therefore, to enter into a Cooperation Agreement between the County of San Diego and the City of Imperial Beach for a Community Development Program in order for the City to become part of the County's Amended Funding Plan and thereby become a part of the County's comprehensive efforts to improve the metropolitan San Diego Area. Additionally, it is necessary for the City to enter into the Agreement in order to receive Community Development Block Grant funds from Fiscal Year 2012-2014 appropriations and any program income generated from the expenditure of such funds. The approved Cooperation Agreement and effecting City Council resolution must be executed by the City and provided to the County by March 1, 2011.

**FISCAL IMPACT:**

The City has been receiving approximately \$137,000/fiscal year and therefore this agreement is necessary to receive approximately this amount for each fiscal year. The City would still need to submit applications for specific projects and request funding for the fiscal years 2012-2014.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):**

Not a project as defined by CEQA.

**DEPARTMENT RECOMMENDATION:**

Staff recommends that City Council adopt Resolution No. 2011-6994 authorizing the Mayor to enter into the Cooperation Agreement on behalf of the City between the County of San Diego and City of Imperial Beach for a Community Development Program and to sign other ancillary documents necessary to implement the Agreement.

**CITY MANAGER'S RECOMMENDATION:**

Approve department recommendation.



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Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-6994
2. County of San Diego Letter dated January 21,2011
3. Cooperation Agreement between the County of San Diego and City of Imperial Beach for a Community Development Program
4. Ancillary Documents (3)

**RESOLUTION NO. 2011-6994**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO A COOPERATION AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND CITY OF IMPERIAL BEACH FOR A COMMUNITY DEVELOPMENT PROGRAM AND SIGN OTHER ANCILLARY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT**

**WHEREAS**, the County of San Diego, hereinafter called the "County", has provided funds to the City of Imperial Beach, hereinafter called the "City", through Title I of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, Housing and Community Development funds have assisted the City of Imperial Beach to improve and develop its quality of life and prevent or eliminate detrimental urban conditions; and

**WHEREAS**, the City wishes to continue its cooperative relationship with the County and receive Title I funds through the County; and

**WHEREAS**, it is necessary to enter into a "Cooperation Agreement between the County of San Diego and the City of Imperial Beach for a Community Development Program," hereinafter called the "Agreement," in order for the City to become part of the County's Amended Funding Plan and thereby become a part of the County's comprehensive efforts to improve the metropolitan San Diego Area; and

**WHEREAS**, it is necessary for the City to enter into the Agreement in order to receive Community Development Block Grant funds from Fiscal Year 2012-2014 appropriations and any program income generated from the expenditure of such funds.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach that the Mayor, on behalf of the City, is authorized to enter into the Agreement and sign other ancillary documents necessary to implement the Agreement.

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

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

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

**ATTEST:**

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

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2011-6994 – A Resolution of the City Council of the City of Imperial Beach, California, AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO ENTER INTO THE COOPERATION AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND CITY OF IMPERIAL BEACH FOR A COMMUNITY DEVELOPMENT PROGRAM AND SIGN OTHER ANCILLARY DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT.

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

\_\_\_\_\_  
DATE



# County of San Diego

DAVID ESTRELLA  
Director  
TODD HENDERSON  
Assistant Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
3989 RUFFIN ROAD, SAN DIEGO, CALIFORNIA 92123-1815

Tel.: (858) 694-4801  
Fax: (858) 694-4871  
TDD: (866) 945-2207  
Toll-free: 1 (877) 478-5478

January 21, 2011

Jim ~~Janney~~, Mayor *Gary*  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

Dear Mayor Earnest:

In 2008, San Diego County and Urban County participating cities executed Cooperation Agreements for a three-year period covering fiscal years 2009 through 2011, in order to participate in the Community Development Block Grant (CDBG) Program. That Agreement expires at the end of the next CDBG Program Year, on June 30, 2012.

San Diego Urban County is a federally designated area that includes the unincorporated area of San Diego County and all non-entitlement cities within the County, which choose to participate in the CDBG Program. In accordance with the attached U.S. Department of Housing and Urban Development (HUD) CPD Notice CPD-10-02, issued on April 16, 2010, in November 2010, we advised your staff of your city's opportunity to continue participating with the San Diego Urban County in the upcoming fiscal years 2012-2014 Community Development Block Grant (CDBG) Programs and Annual Funding Plans. Your staff indicated that your city wishes to continue participation in fiscal years 2012-2014.

The attached HUD CPD Notice describes the administrative steps required by HUD for the CDBG Urban County qualification process. Please note, even though this is last year's notice, we do not anticipate any significant changes in the 2011 notice. When we receive this year's CPD notice, we will contact you with any noteworthy updates.

In further accordance with the requirements of Notice CPD-10-02, be advised that if a city elects to remain with the Urban County and execute a Cooperation Agreement, the Cooperation Agreement must remain in effect until all CDBG funds and any CDBG and/or HOME Investment Partnerships (HOME) Program revenue received from funded CDBG and/or HOME activities are expended and funded facilities are completed. Also, participating cities cannot withdraw from the Cooperation Agreement while it remains in effect.

If the city elects to remain in the Urban County, the city would be ineligible to apply under the separate small cities or State CDBG Programs. The city would also automatically participate in the HOME Program, if the Urban County receives HOME funding, but could only participate in the HOME Program as part of the Urban County.

Participating cities may also elect not to participate in the Urban County CDBG Program and funding. If a city elects not to participate in the Urban County, the city must advise the County and HUD in writing that it elects to be excluded, by June 3, 2011. Such election to be excluded will be effective for the entire three-year period for which the Urban County qualifies, unless the city specifically elects to be included in a subsequent year for the remainder of the Urban County's three-year qualification (Cooperation Agreement) period. In that case the city must provide such notice of election to be included in writing.

If your City elects not to participate in the 2012-2014 Urban County Cooperation Agreement, your Chief Executive Officer must notify both HUD and the County of the decision in writing before June 3, 2011. Such notification to HUD should be addressed to:

Chin Woo Choi, Program Manager  
U.S. Department of Housing and Urban Development  
Los Angeles Area Office Region IX  
AT&T Center  
611 W. Sixth Street, Ste. 800  
Los Angeles, California 90017

Notification to the County should be addressed to:

David Estrella, Director  
Department of Housing and Community Development  
3989 Ruffin Road  
San Diego, CA 92123

Enclosed please find the fiscal year 2009-2011 Cooperation Agreement along with the HUD-required Certification forms for the CDBG Program. Please note that the enclosed Cooperation Agreement contains a new provision allowing for automatic renewal. This new provision, found under section 17, will streamline the Cooperation Agreement administrative steps required by HUD every three years.

The Cooperation Agreement, the Certification forms and the effecting City Council resolution must be executed by the City and returned to this office no later than **March 1, 2011**, in order to allow execution of the agreement by the Board of Supervisors and submittal to HUD before the June 30, 2011, deadline. In the event an executed Cooperative Agreement is not submitted by the required deadline, that city may not participate in and will not receive Urban County funds during the 2012 program year. Any extension of the HUD June 30, 2011 deadline must be authorized by HUD in writing. There is no guarantee that a request for an extension will be approved.

Four copies of the Cooperative Agreement, a single copy of the HUD Certification forms and a single copy of the implementing City Council resolution, all with original signatures, must be submitted to this office. Please note that the Cooperative Agreement and Certification forms require execution by the Mayor and City Attorney. The Certification forms include a number of signatures throughout several pages.

Please call Michael Dececchi, Chief, at (858) 694-4802 or Kelly Salmons, Housing Program Analyst, at (858) 694-4806 if you need any additional information.

Sincerely,



DAVID ESTRELLA, Director  
Department of Housing and Community Development

cc: Gary Brown, City Manager  
Greg Wade, Director of Community Development

Enclosure

A COOPERATION AGREEMENT BETWEEN THE COUNTY  
OF SAN DIEGO AND CITY OF IMPERIAL BEACH  
FOR A COMMUNITY DEVELOPMENT PROGRAM

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the County of San Diego, a political subdivision of the State of California, hereinafter called "County," and City of Imperial Beach, a municipal corporation of the State of California, located in the County of San Diego, hereinafter called "City," collectively referred to as "Parties."

RECITALS:

WHEREAS, in 1974, the U. S. Congress enacted and the President signed a law entitled, The Housing and Community Development Act of 1974, as amended, herein called the "Act". The Act is omnibus legislation relating to Federal involvement in a wide range of housing and community development activities and contains eight separate titles.

WHEREAS, Title I of the Act is entitled, Community Development, and consolidates several existing categorical programs for housing and community development into new programs for such housing and development under block financial grants. The primary objectives of Title I are the improvement and development of metropolitan cities and urban counties or communities by providing financial assistance annually for area-wide plans and programs of housing assistance, public services and public works.

WHEREAS, in 1990, the U. S. Congress enacted and the President signed a law entitled, The National Affordable Housing Act, herein called the "Housing Act". The Housing Act is legislation relating to Federal involvement in affordable housing activities.

WHEREAS, the Housing Act requires an Urban County (as defined in the Housing Act) to certify that it is following a Consolidated Plan (as defined in the Housing Act) in order to receive Community Development Block Grant and HOME Investment Partnerships funds.

WHEREAS, the County of San Diego has requested of the Department of Housing and Urban Development that it be qualified as an Urban County and thereby become eligible for financial entitlement to receive Community Development Block Grant and HOME Investment Partnerships funds. Pursuant thereto, the County has been informed preliminarily, subject to final determination, that it will qualify as an Urban County and be eligible for funds.

WHEREAS, the Housing and Community Development Block Grant Regulations issued pursuant to the Act (the "Regulations") provide that qualified urban counties must submit an Annual Funding Plan (as defined in the Housing Act) to the Department of Housing and Urban Development for funds and at cities and smaller communities within the metropolitan area not qualifying as metropolitan cities may join the County in said Annual Funding Plan and thereby become a part of a more comprehensive County effort

WHEREAS, as the applicant, the County must take the full responsibility and assume all obligations of an applicant under the statute. This includes the analysis of needs, the setting of objectives, the development of community development and housing

affordability strategies and plans, the community development program, and the assurances or certifications.

NOW THEREFORE, in consideration of the mutual promises, recitals and other provisions hereof, the Parties agree as follows:

1. All capitalized terms not defined herein shall have the meanings given to them under the Act.
2. The Parties agree that this Agreement covers the Community Development Block Grant Entitlement Program and the HOME Investment Partnerships Program.
3. The Parties agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities.
4. The City agrees that it shall be included in the Annual Funding Plan the County shall develop and submit to the Department of Housing and Urban Development for Title I Housing and Community Development Block Grant and HOME Investment Partnerships Program funds under the Act and the Housing Act.
5. The City agrees that it may not apply for grants under the Small Cities or State Community Development Grant programs from appropriations for fiscal years during the period in which it is participating in the Urban County Community Development Block Grant Program under this Agreement, and may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

6. The City shall prepare or work with the County in the preparation of a detailed project or projects or other activities to be conducted or performed within the City the plan of which shall be included in the aforesaid Annual Funding Plan.

7. The County agrees to include the City in its Annual Funding Plan under the Act and to work with the City in the preparation of the detailed project or projects or other activities to be conducted or performed within the City pursuant to the Annual Funding Plan.

8. The County is hereby authorized to carry out activities which will be funded from annual Community Development Block Grant funds from Fiscal Year 2012-2014 appropriations and from any program income generated from the expenditure of such funds. The City and the County recognize that the County shall be the governmental entity required to execute any grant agreement received pursuant to its Annual Funding Plan and that it shall there by become legally liable and responsible there under for the proper performance of the plan and program. The City agrees that it shall fully cooperate with the County in all things required and appropriate to comply with the provisions of any Grant Agreement received by the County pursuant to the Act and its Regulations.

9. Pursuant to 24 CFR 570.501(b), the City agrees and does hereby commit itself to undertake, conduct or perform or assist the County in undertaking, conducting or performing the essential community development and lower-income housing assistance activities identified in the plan and program contemplated hereunder pursuant to the Act. The City is subject to the same requirements applicable to subrecipients, including the requirement of entering into a written agreement with the County as described in 24 CFR 570.503.

10. All funds received by the County in accordance with its Annual Funding Plan shall be identified and allocated to the specific projects or activities set out in the Annual Funding Plan and such allocated amounts shall be expended exclusively for such projects or activities; provided, however, that a different distribution may be made when necessary to comply with Title I of the Housing and Community Development Act of 1974, as amended.

11. The City shall notify the County of any income generated by the expenditure of Community Development Block Grant funds received by the City. Such program income may be paid to the County, or the City may retain the program income subject to the provisions of this Agreement, the Act and its Regulations. Any program income retained must only be used for eligible activities in accordance with all Community Development Block Grant requirements as then apply.

12. The County shall monitor the use of any program income, requiring appropriate record-keeping and reporting by the City as may be needed for this purpose, and shall report the use of such program income to HUD. In the event of close-out or change of status of the City, all program income on hand or received by the City subsequent to the close-out or change of status shall be paid to the County.

13. The City shall notify the County of any modification or change in the use of real property acquired or improved in whole or in part using Community Development Block Grant funds that is within the control of the City, from that use planned at the time of acquisition or improvement including disposition. Such notification shall be made within thirty (30) days of such change of use.

14. The City shall reimburse the County in an amount equal to the current fair market value, less any portion thereof attributable to expenditures of non-Community Development Block Grant funds, of property acquired or improved with Community Development Block Grant funds that is sold or transferred for a use which does not qualify under the Regulations. The City shall fully inform the County of such program income within thirty (30) days of the sale or change of use of property acquired or improved with Community Development Block Grant funds.

15. In the event of close-out or change of status of the City or termination of this Agreement between the County and the City, such program income resulting from the disposition or transfer of property acquired or improved with Community Development Block Grant funds shall be paid to the County by the City.

16. City has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

17. The term of this Agreement, known as the COUNTY CDBG Urban County Qualification period, shall cover fiscal years 2012-2014, commencing on July 1, 2012, and ending on June 30, 2014, unless an earlier date of termination is fixed by HUD, pursuant to the Act. Notwithstanding the above, if there are activities undertaken pursuant to this Agreement that are not yet completed or funded, then for the purpose of those activities only, this Agreement shall remain in effect until all Community Development Block Grant funds received pursuant to this Agreement, and any program income received with respect

to activities carried out pursuant to this Agreement are expended, and the funded activities are completed. The Parties cannot terminate or withdraw from this Agreement while it is in effect. The Agreement automatically renews to a new consecutive three-year terms, unless either Party provides written notice at least 60 days prior to the end of the term that it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. Before the end of each three-year term, the County will notify the City in writing, by the date specified in HUD's urban county qualification notice for the next qualification period, of its right not to participate in the urban county for a successive three-year term with a copy of the notification sent to the HUD Field Office.

18. It is anticipated that the 2012/2013 Annual Funding Plan will be approved prior to July 1, 2012. All subsequent periods of performance hereunder shall be agreed to by written notification of this Agreement, fully executed by the Parties.

19. The Parties shall adopt amendments to this Agreement incorporating any changes necessary to meet the requirements for cooperation agreements set forth in the Urban County qualification Notice by HUD prior to a subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations. Such failure to comply will void the automatic renewal for such qualification period.

20. The Mayor and City Attorney of the City shall execute and submit to the County of San Diego the HUD Certification Forms with respect to the community development activities carried out within the boundaries of this City. It is further understood that the County will rely upon the Certifications executed by the Mayor and City Attorney for purposes of executing Certification Forms for submission to HUD.

21. All records of the City respecting these Annual Funding Plans and any project undertaken pursuant thereto shall be open and available for inspection by auditors assigned by HUD and/or the County on reasonable notice during the normal business hours of the City.

22. The Parties agree to take all actions necessary to comply with the Urban County's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, as amended and other applicable laws.

23. The Parties agree that no Urban County funding will be expended for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

24. If Community Development Block Grant funds are not awarded to the County by the U.S. Department of Housing and Community Development, the County's obligation to distribute those funds to the Urban County members will be terminated.

25. The Parties agree that if City fails to obligate funds within 12 months of the notice to proceed or to expend funds within 36 months of obligation for an eligible project or activity identified in the Annual Funding Plan pursuant to Paragraphs 6 and 7, the County may recapture and reallocate such unexpended funds at its sole discretion. The recaptured funds shall be made available for reprogramming to other eligible activities as deemed appropriate by the County, as Grantee for the Urban County.

IN WITNESS WHEREOF, the governing bodies of the respective Parties have authorized this Cooperation Agreement and direct its execution by their respective chief executive officers this \_\_\_ day of \_\_\_\_\_, 2011. The terms and provisions of this Agreement are fully authorized under State and local law and the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

COUNTY OF SAN DIEGO

CITY OF \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Director,  
Housing and Community Development

Mayor

ATTEST:

BY \_\_\_\_\_

City Clerk

Approved as to form and legality:

\_\_\_\_\_

City Attorney

COUNTY COUNSEL acknowledges that the terms and provisions of the agreement are fully authorized under State and local law and the agreement provides full legal authority for the County of San Diego to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities.

BY \_\_\_\_\_

Senior Deputy

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace** -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about --
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying --** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction --** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan --** The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3 --** It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) , (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force --** It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws --** The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint --** Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws --** It will comply with applicable laws.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**OPTIONAL CERTIFICATION  
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## APPENDIX TO CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check \_\_\_ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** GARY BROWN, CITY MANAGER

**MEETING DATE:** February 16, 2011

**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR *GW*  
*RA* RAFAEL ADAME, BUILDING OFFICIAL

**SUBJECT:** 2ND READING OF ORDINANCE NO. 2011-1115 AN  
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
IMPERIAL BEACH, CALIFORNIA, ADOPTING THE 1997  
UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS  
BUILDINGS, INCLUDING LOCAL AMENDMENTS FOR THE  
CITY OF IMPERIAL BEACH.

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**BACKGROUND:**

On November 17, 2010 and December 1, 2010, Building Division staff presented the 2010 California Building Standards Code and the Uniform Code for Abatement of Dangerous Buildings for adoption by the City Council. The California Building Standards Code is selected and adopted by the State of California for building construction regulations for the next three years. These regulations were adopted by the City Council on December 1, 2010 and became effective January 1, 2011. As part of the adoption package, City staff also proposed adopting the 1997 Uniform Code for the Abatement of Dangerous Buildings ("Attachment 2"). Although the proposed ordinance and the staff report referenced the Uniform Code for the Abatement of Dangerous Buildings, Attachment "1" showing the specific adoption and changes to this code was not included in the package. Therefore, the adoption of the Uniform Code for Abatement of Dangerous Buildings was legally found to be incomplete. City Staff is again presenting the Uniform Code for Abatement of Dangerous Buildings for adoption, including relevant changes as per attachments.

The City Council conducted the first reading/introduction of this ordinance at its meeting of January 26, 2011.

**DISCUSSION:**

During the review of the proposed codes for the 2010 California Building Code adoption, City staff noted the new regulation contained very few provisions for dealing with dangerous buildings. In addition, a review of the City's Municipal Code disclosed that regulations for addressing Dangerous Buildings were out dated and lacked an expeditious way of declaring and abating dangerous buildings. So staff is proposing the adoption of the 1997 "Uniform Code for the Abatement of

Dangerous Buildings” with changes. This would provide a more comprehensive code for the enforcement and abatement of dangerous buildings, which has been developed to address legal concerns in this process. This more comprehensive code would include a more current definition of “dangerous buildings” and would provide clearly defined procedures for dangerous building abatement. The new regulations would also provide for a clearer appeals process for buildings declared dangerous. The adoption of this code required changes to Title 8, Section 8.50.030 of the Municipal Code (that was adopted by Ordinance No. 2010-1113) to specifically delete outdated definitions and processes which will now be contained in the Abatement of Dangerous Buildings Code.

**Proposed amendments to the Uniform Code for the Abatement of Dangerous Buildings (Attachment 3 proposing Chapter 15.40. Dangerous Building Code).**

The changes to this model code are necessary to provide consistency with regulations already in place and to provide some additional parameters under which a “Dangerous Building” may be allowed to remain vacant.

**Section 15.40.020.A.**

This change will provide for reference to the currently adopted California Building Standards Code.

**Section 15.40.020.B.**

This change will provide for a more defined time line to address buildings, which have been declared dangerous and remain vacant. This change will require property owners to obtain a permit and inspection of the vacant structure/building every six months to insure the property is being maintained and secure. This change will also provide for continued enforcement or abatement of the structure/building if violations of the Municipal Code continue to be found or are created due to the vacant structure/building.

**Section 15.40.020.C.**

This section is being added to provide for penalty provisions as adopted in the City’s Municipal Code for violations of the Uniform Code for the Abatement of Dangerous Buildings.

**ENVIRONMENTAL DETERMINATION:**

Pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the proposed adoption of the Abatement of Dangerous Buildings Code would not have a significant effect on the environment as the proposed adoption relates to safety standards.

**FISCAL IMPACT:**

The adoption of these regulations will not result in a fiscal impact to the City’s General Fund, beyond the one time purchase of the model code books. This one-time cost will be paid from the Community Development Department’s Building Division two-year budget. The City’s building safety program is supported by fees that are collected as a part of the building permit system. Additionally, fines and penalties may be collected during the enforcement of these provisions that would support the building safety program.

**DEPARTMENT RECOMMENDATION:**

Staff Recommends that the Mayor and City Council:

1. Declare the public hearing open;
2. Receive this report;
3. Close the public hearing;
4. Mayor calls for the reading of Ordinance No. 2011-1115, and Ordinance of the City Council of Imperial Beach, California adopting the 1997 Uniform Code for Abatement of Dangerous Building Code with changes;
5. City Clerk reads title of Ordinance No. 2011-1115; and
6. Motion to dispense with reading and adopt Ordinance No. 2011-1115.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department Recommendation.

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

Attachments:

1. Ordinance No. 2011-1115
2. The 1997 Uniform Code for the Abatement of Dangerous Buildings
3. Proposed Chapter 15.40 of the IBMC that proposes adoption of, and related amendments to, the Uniform Code for the Abatement of Dangerous Buildings

**ORDINANCE NO 2011-1115**

**AN ORDINANCE OF THE CITY OF IMPERIAL BEACH AMENDING  
TITLE 15 OF THE IMPERIAL BEACH MUNICIPAL CODE BY  
AMENDING CHAPTER 15.40 BY ADOPTING THE UNIFORM CODE  
FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION**

**WHEREAS**, on November 17, 2010, the City Council of the City of Imperial Beach introduced and considered for first reading and on December 1, 2010, adopted Ordinance No. 2010-1113 that adopted changes to the City's building regulations and adopted the 2010 California Building Standards Code including changes with the intent to amend Chapter 15.40 of the Imperial Beach Municipal Code that adopts the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition; and

**WHEREAS**, Ordinance No. 2010-1113 did not include Attachment 1 as referenced in Section 10; and

**WHEREAS**, the City Council of the City of Imperial Beach intends to add Chapter 15.40 of the Imperial Beach Municipal Code that adopts with changes the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition (Attachment 2); and

**WHEREAS**, Sections 50022.1 through 50022.10, inclusive, of the Government Code provide authority for the adoption by reference of codes, or portion of such codes.

**WHEREAS**, the City Council finds that, pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the proposed adoption of the Uniform Code for the Abatement of Dangerous Buildings including proposed changes would not have a significant effect on the environment as the proposed adoption relates to safety standards.

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

**SECTION 1:** Chapter 15.40 is added to the Imperial Beach Municipal Code to read as set forth in Attachment 3.

**SECTION 2:**

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Imperial Beach hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or otherwise invalid.

**SECTION 3:**

That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**SECTION 4:**

The City Clerk is directed to prepare and have published a summary of this ordinance no less than five days prior to the consideration of its adoption and again within 15 days following adoption indicating votes cast pursuant to the provisions of Government Code section 36933.

**SECTION 5:**

That this ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect **30 days** from and after the date of its final passage and adoption.

**INTRODUCED AND FIRST READ** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 26<sup>th</sup> day of January 2011; and **THEREAFTER ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 16<sup>th</sup> day of February 2011, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST**

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Jacqueline M. Hald, CMC  
City Clerk

**APPROVED AS TO FORM:**

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JENNIFER M. LYON  
CITY ATTORNEY

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Ordinance No. 2011-1115 – An Ordinance of the City Council of the City of Imperial Beach, California AMENDING CHAPTER 15.40 THAT ADOPTS WITH AMENDMENTS THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION.

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CITY CLERK

DATE

## **ATTACHMENT 2**

# **THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS**

*First Printing*

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by

**International Conference of Building Officials**

5360 WORKMAN MILL ROAD  
WHITTIER, CALIFORNIA 90601-2298  
(800) 284-4406 • (562) 699-0541

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# *Preface*

The provisions of this code were developed to afford jurisdictions reasonable procedures for the classification and abatement of dangerous buildings.

This code is designed to be compatible with the *Uniform Building Code*<sup>™</sup> and the *Uniform Housing Code*<sup>™</sup>. While the Housing Code is applicable only to residential buildings, the *Uniform Code for the Abatement of Dangerous Buildings*<sup>™</sup> is designed to apply to all types of buildings and structures. The notices, orders and appeals procedures specified have been found to be workable and are referenced by the *Uniform Building Code*.

If properly followed, the provisions of this code will provide the building official with the proper legal steps in abating dilapidated, defective buildings which endanger life, health, property and public safety within concepts of fair play and justice.

## CODES AND RELATED PUBLICATIONS

The International Conference of Building Officials (ICBO) publishes a family of codes, each correlated with the *Uniform Building Code*™ to provide jurisdictions with a complete set of building-related regulations for adoption. Some of these codes are published in affiliation with other organizations such as the International Fire Code Institute (IFCI) and the International Code Council (ICC). Reference materials and related codes also are available to improve knowledge of code enforcement and administration of building inspection programs. Publications and products are continually being added, so inquiries should be directed to Conference headquarters for a listing of available products. Many codes and references are also available on CD-ROM or floppy disk. These are denoted by (\*). The following publications and products are available from ICBO:

### CODES

\***Uniform Building Code**, Volumes 1, 2 and 3. The most widely adopted model building code in the United States, the performance-based *Uniform Building Code* is a proven document, meeting the needs of government units charged with the enforcement of building regulations. Volume 1 contains administrative, fire- and life-safety and field inspection provisions; Volume 2 contains structural engineering design provisions; and Volume 3 contains material, testing and installation standards.

\***Uniform Mechanical Code**™. Provides a complete set of requirements for the design, construction, installation and maintenance of heating, ventilating, cooling and refrigeration systems; incinerators and other heat-producing appliances.

**International Plumbing Code**™. Provides consistent and technically advanced requirements that can be used across the country to provide comprehensive regulations of modern plumbing systems. Setting minimum regulations for plumbing facilities in terms of performance objectives, the IPC provides for the acceptance of new and innovative products, materials and systems.

**International Private Sewage Disposal Code**™. Provides flexibility in the development of safety and sanitary individual sewage disposal systems and includes detailed provisions for all aspects of design, installation and inspection of private sewage disposal systems.

**International Mechanical Code**™. Establishes minimum regulations for mechanical systems using prescriptive and performance-related provisions. It is founded on broad-based principles that make possible the use of new materials and new mechanical designs.

**Uniform Zoning Code**™. This code is dedicated to intelligent community development and to the benefit of the public welfare by providing a means of promoting uniformity in zoning laws and enforcement.

\***Uniform Fire Code**™, Volumes 1 and 2. The premier model fire code in the United States, the *Uniform Fire Code* sets forth provisions necessary for fire prevention and fire protection. Published by the International Fire Code Institute, the *Uniform Fire Code* is endorsed by the Western Fire Chiefs Association, the International Association of Fire Chiefs and ICBO. Volume 1 contains code provisions compatible with the *Uniform Building Code*, and Volume 2 contains standards referenced from the code provisions.

\***Urban-Wildland Interface Code**™. Promulgated by IFCI, this code regulates both land use and the built environment in designated urban-wildland interface areas. This newly developed code is the only model code that bases construction requirements on the fire-hazard severity exposed to the structure. Developed under a grant from the Federal Emergency Management Agency, this code is the direct result of hazard mitigation meetings held after devastating wildfires.

**Uniform Housing Code**™. Provides complete requirements affecting conservation and rehabilitation of housing. Its regulations are compatible with the *Uniform Building Code*.

**Uniform Code for the Abatement of Dangerous Buildings**™. A code compatible with the *Uniform Building Code* and the *Uniform Housing Code* which provides equitable remedies consistent with other laws for the repair, vacation or demolition of dangerous buildings.

**Uniform Sign Code**™. Dedicated to the development of better sign regulation, its requirements pertain to all signs and sign construction attached to buildings.

**Uniform Administrative Code**™. This code covers administrative areas in connection with adoption of the *Uniform Building Code*,

*Uniform Mechanical Code* and related codes. It contains provisions which relate to site preparation, construction, alteration, moving, repair and use and occupancies of buildings or structures and building service equipment, including plumbing, electrical and mechanical regulations. The code is compatible with the administrative provisions of all codes published by the Conference.

**Uniform Building Security Code**™. This code establishes minimum standards to make dwelling units resistant to unlawful entry. It regulates swinging doors, sliding doors, windows and hardware in connection with dwelling units of apartment houses or one- and two-family dwellings. The code gives consideration to the concerns of police, fire and building officials in establishing requirements for resistance to burglary which are compatible with fire and life safety.

**Uniform Code for Building Conservation**™. A building conservation guideline presented in code format which will provide a community with the means to preserve its existing buildings while achieving appropriate levels of safety. It is formatted in the same manner as the *Uniform Building Code*, is compatible with other Uniform Codes, and may be adopted as a code or used as a guideline.

**Dwelling Construction under the Uniform Building Code**™. Designed primarily for use in home building and apprentice training, this book contains requirements applicable to the construction of one- and two-story dwellings based on the requirements of the *Uniform Building Code*. Available in English or Spanish.

**Dwelling Construction under the Uniform Mechanical Code**™. This publication is for the convenience of the homeowner or contractor interested in installing mechanical equipment in a one- or two-family dwelling in conformance with the *Uniform Mechanical Code*.

**Supplements to UBC and related codes**. Published in the years between editions, the Supplements contain all approved changes, plus an analysis of those changes.

**Uniform Building Code—1927 Edition**. A special 60th anniversary printing of the first published *Uniform Building Code*.

**One and Two Family Dwelling Code**. Promulgated by ICC, this code eliminates conflicts and duplications among the model codes to achieve national uniformity. Covers mechanical and plumbing requirements as well as construction and occupancy.

**Application and Commentary on the One and Two Family Dwelling Code**. An interpretative commentary on the *One and Two Family Dwelling Code* intended to enhance uniformity of interpretation and application of the code nationwide. Developed by the three model code organizations, this document includes numerous illustrations of code requirements and the rationale for individual provisions.

**Model Energy Code**. This code includes minimum requirements for effective use of energy in the design of new buildings and structures and additions to existing buildings. It is based on American Society of Heating, Refrigeration and Air-conditioning Engineers Standard 90A-1980 and was originally developed jointly by ICBO, BOCA, SBCCI and the National Conference of States on Building Codes and Standards under a contract funded by the United States Department of Energy. The code is now maintained by ICC and is adopted by reference in the *Uniform Building Code*.

**National Electrical Code**®. The electrical code used throughout the United States. Published by the National Fire Protection Association, it is an indispensable aid to every electrician, contractor, architect, builder, inspector and anyone who must specify or certify electrical installations.

## TECHNICAL REFERENCES AND EDUCATIONAL MATERIALS

**Analysis of Revisions to the Uniform Codes™.** An analysis of changes between the previous and new editions of the Uniform Codes is provided. Changes between code editions are noted either at the beginning of chapters or in the margins of the code text.

**\*Handbook to the Uniform Building Code.** The handbook is a completely detailed and illustrated commentary on the *Uniform Building Code*, tracing historical background and rationale of the codes through the current edition. Also included are numerous drawings and figures clarifying the application and intent of the code provisions. Also available in electronic format.

**\*Handbook to the Uniform Mechanical Code.** An indispensable tool for understanding the provisions of the current UMC, the handbook traces the historical background and rationale behind the UMC provisions, includes 160 figures which clarify the intent and application of the code, and provides a chapter-by-chapter analysis of the UMC.

**\*Uniform Building Code Application Manual.** This manual discusses sections of the *Uniform Building Code* with a question-and-answer format, providing a comprehensive analysis of the intent of the code sections. Most sections include illustrative examples. The manual is in loose-leaf format so that code applications published in *Building Standards* magazine may be inserted. Also available in electronic format.

**\*Uniform Mechanical Code Application Manual.** As a companion document to the *Uniform Mechanical Code*, this manual provides a comprehensive analysis of the intent of a number of code sections in an easy-to-use question-and-answer format. The manual is available in a loose-leaf format and includes illustrative examples for many code sections.

**\*Uniform Fire Code Applications Manual.** This newly developed manual provides questions and answers regarding UFC provisions. A comprehensive analysis of the intent of numerous code sections, the manual is in a loose-leaf format for easy insertion of code applications published in IFCI's *Fire Code Journal*.

**Quick-Reference Guide to the Occupancy Requirements of the 1997 UBC.** Code requirements are compiled in this publication by occupancy groups for quick access. These tabulations assemble requirements for each occupancy classification in the code. Provisions, such as fire-resistive ratings for occupancy separations in Table 3-B, exterior wall and opening protection requirements in Table 5-A-1, and fire-resistive ratings for types of construction in Table 6-A, are tabulated for quick reference and comparison.

**Plan Review Manual.** A practical text that will assist and guide both the field inspector and plan reviewer in applying the code requirements. This manual covers the nonstructural and basic structural aspects of plan review.

**Field Inspection Manual.** An important fundamental text for courses of study at the community college and trade or technical school level. It is an effective text for those studying building construction or architecture and includes sample forms and checklists for use in the field.

**Building Department Administration.** An excellent guide for improvement of skills in departmental management and in the enforcement and application of the Building Code and other regulations administered by a building inspection department. This textbook will also be a valuable aid to instructors, students and those in related professional fields.

**Building Department Guide to Disaster Mitigation.** This new, expanded guide is designed to assist building departments in developing or updating disaster mitigation plans. Subjects covered include guidelines for damage mitigation, disaster-response management, immediate response, mutual aid and inspections, working with the media, repair and recovery policies, and public information bulletins. This publication is a must for those involved in preparing for and responding to disaster.

**Building Official Management Manual.** This manual addresses the unique nature of code administration and the managerial duties of the building official. A supplementary insert addresses the budgetary

and financial aspects of a building department. It is also an ideal resource for those preparing for the management module of the CABO Building Official Certification Examination.

**Legal Aspects of Code Administration.** A manual developed by the three model code organizations to inform the building official on the legal aspects of the profession. The text is written in a logical sequence with explanation of legal terminology. It is designed to serve as a refresher for those preparing to take the legal module of the CABO Building Official Certification Examination.

**Illustrated Guide to Conventional Construction Provisions of the UBC.** This comprehensive guide and commentary provides detailed explanations of the conventional construction provisions in the UBC, including descriptive discussions and illustrated drawings to convey the prescriptive provisions related to wood-frame construction.

**Introduction to the Uniform Building Code.** A workbook that provides an overview of the basics of the UBC.

**Uniform Building Code Update Workbook.** This manual addresses many of the changes to the administrative, fire- and life-safety, and inspection provisions appearing in the UBC.

**UMC Workbook.** Designed for independent study or use with instructor-led programs based on the *Uniform Mechanical Code*, this comprehensive study guide consists of 16 learning sessions, with the first two sessions reviewing the purpose, scope, definitions and administrative provisions and the remaining 14 sessions progressively exploring the requirements for installing, inspecting and maintaining heating, ventilating, cooling and refrigeration systems.

**UBC Field Inspection Workbook.** A comprehensive workbook for studying the provisions of the UBC. Divided into 12 sessions, this workbook focuses on the UBC combustible construction requirements for the inspection of wood-framed construction.

**Concrete Manual.** A publication for individuals seeking an understanding of the fundamentals of concrete field technology and inspection practices. Of particular interest to concrete construction inspectors, it will also benefit employees of concrete producers, contractors, testing and inspection laboratories and material suppliers.

**Reinforced Concrete Masonry Construction Inspector's Handbook.** A comprehensive information source written especially for masonry inspection covering terminology, technology, materials, quality control, inspection and standards. Published jointly by ICBO and the Masonry Institute of America.

**You Can Build It!** Sponsored by ICBO in cooperation with CABO, this booklet contains information and advice to aid "do-it-yourselfers" with building projects. Provides guidance in necessary procedures such as permit requirements, codes, plans, cost estimation, etc.

**Guidelines for Manufactured Housing Installations.** A guideline in code form implementing the *Uniform Building Code* and its companion code documents to regulate the permanent installation of a manufactured home on a privately owned, nonrental site. A commentary is included to explain specific provisions, and codes applying to each component part are defined.

**Accessibility Reference Guide.** This guide is a valuable resource for architects, interior designers, plan reviewers and others who design and enforce accessibility provisions. Features include accessibility requirements, along with detailed commentary and graphics to clarify the provisions; cross-references to other applicable sections of the UBC and the Americans with Disabilities Act Accessibility Guidelines; a checklist of UBC provisions on access and usability requirements; and many other useful references.

**Educational and Technical Reference Materials.** The Conference has been a leader in the development of texts and course material to assist in the educational process. These materials include vital information necessary for the building official and subordinates in carrying out their responsibilities and have proven to be excellent references in connection with community college curricula and higher-level courses in the field of building construction technology and inspection and in the administration of building departments. Included are plan review checklists for structural, nonstructural, mechanical and fire-safety provisions and a full line of videotapes and automated products.

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## Chapter 1 TITLE AND SCOPE

### SECTION 101 — TITLE

These regulations shall be known as the *Uniform Code for the Abatement of Dangerous Buildings*, may be cited as such, and will be referred to herein as "this code."

### SECTION 102 — PURPOSE AND SCOPE

**102.1 Purpose.** It is the purpose of this code to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the Building Code, Housing Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

**102.2 Scope.** The provisions of this code shall apply to all dangerous buildings, as herein defined, which are now in existence or which may hereafter become dangerous in this jurisdiction.

### SECTION 103 — ALTERATIONS, ADDITIONS AND REPAIRS

All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of Section 3403 of the Building Code.

## Chapter 2 ENFORCEMENT

### SECTION 201 — GENERAL

**201.1 Administration.** The building official is hereby authorized to enforce the provisions of this code.

The building official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

**201.2 Inspections.** The health officer, the fire marshal and the building official are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code.

**201.3 Right of Entry.** When it is necessary to make an inspection to enforce the provisions of this code, or when the building official or the building official's authorized representative has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this code which makes the building or premises unsafe, dangerous or hazardous, the building official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

"Authorized representative" shall include the officers named in Section 201.2 and their authorized inspection personnel.

### SECTION 202 — ABATEMENT OF DANGEROUS BUILDINGS

All buildings or portions thereof which are determined after inspection by the building official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Section 401 of this code.

### SECTION 203 — VIOLATIONS

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

### SECTION 204 — INSPECTION OF WORK

All buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Sections 108 and 1701 of the Building Code.

### SECTION 205 — BOARD OF APPEALS

**205.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the jurisdiction. The building official shall be an ex officio member and shall act as secretary to said board but shall have no vote upon any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

**205.2 Limitations of Authority.** The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

## Chapter 3 DEFINITIONS

### SECTION 301 — GENERAL

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code or the Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. *Webster's Third New International Dictionary of the English Language, Unabridged*, copyright 1986, shall be construed as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

**BUILDING CODE** is the *Uniform Building Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

**DANGEROUS BUILDING** is any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

**HOUSING CODE** is the *Uniform Housing Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

### SECTION 302 — DANGEROUS BUILDING

For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered.

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

## Chapter 4

### NOTICES AND ORDERS OF BUILDING OFFICIAL

#### SECTION 401 — GENERAL

**401.1 Commencement of Proceedings.** When the building official has inspected or caused to be inspected any building and has found and determined that such building is a dangerous building, the building official shall commence proceedings to cause the repair, vacation or demolition of the building.

**401.2 Notice and Order.** The building official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.

2. A statement that the building official has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code.

3. A statement of the action required to be taken as determined by the building official.

3.1 If the building official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the building official shall determine is reasonable under all of the circumstances.

3.2 If the building official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the building official to be reasonable.

3.3 If the building official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the building official shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from the date of the order; and that the demolition be completed within such time as the building official shall determine is reasonable.

4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the building official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.

5. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the building official to the board of appeals, provided the appeal is made in writing as provided in this code and filed with the building official within 30 days from the date of service of such notice and order; and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

**401.3 Service of Notice and Order.** The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the

building official or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the building official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section.

**401.4 Method of Service.** Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the building official. If no address of any such person so appears or is known to the building official, then a copy of the notice and order shall be so mailed, addressed to such person, at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

**401.5 Proof of Service.** Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the persons effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice and order retained by the building official.

#### SECTION 402 — RECORDATION OF NOTICE AND ORDER

If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the building official shall file in the office of the county recorder a certificate describing the property and certifying (i) that the building is a dangerous building and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a dangerous building on the property described in the certificate, the building official shall file a new certificate with the county recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer dangerous, whichever is appropriate.

#### SECTION 403 — REPAIR, VACATION AND DEMOLITION

The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation or demolition of any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

- 1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.
- 2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or its occupants, it shall be ordered to be vacated.

**SECTION 404 — NOTICE TO VACATE**

**404.1 Posting.** Every notice to vacate shall, in addition to being served as provided in Section 401.3, be posted at or upon each exit of the building and shall be in substantially the following form:

**DO NOT ENTER  
UNSAFE TO OCCUPY**

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official  
..... of .....

**404.2 Compliance.** Whenever such notice is posted, the building official shall include a notification thereof in the notice and order issued under Section 401.2, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been so posted, except that entry may be made to repair, demolish or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

## Chapter 5 APPEAL

### SECTION 501 — GENERAL

**501.1 Form of Appeal.** Any person entitled to service under Section 401.3 may appeal from any notice and order or any action of the building official under this code by filing at the office of the building official a written appeal containing:

1. A heading in the words: "Before the board of appeals of the . . . . . of . . . . ."
2. A caption reading: "Appeal of . . . . .," giving the names of all appellants participating in the appeal.
3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
6. The signatures of all parties named as appellants and their official mailing addresses.
7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

The appeal shall be filed within 30 days from the date of the service of such order or action of the building official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or adjacent property and is ordered vacated and is posted in accordance with Section 404, such appeal shall be filed within 10 days from the date of the service of the notice and order of the building official.

**501.2 Processing of Appeal.** Upon receipt of any appeal filed pursuant to this section, the building official shall present it at the next regular or special meeting of the board of appeals.

**501.3 Scheduling and Noticing Appeal for Hearing.** As soon as practicable after receiving the written appeal, the board of appeals shall fix a date, time and place for the hearing of the appeal by the board. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the secretary of the board either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

### SECTION 502 — EFFECT OF FAILURE TO APPEAL

Failure of any person to file an appeal in accordance with the provisions of Section 501 shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or any portion thereof.

### SECTION 503 — SCOPE OF HEARING ON APPEAL

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

### SECTION 504 — STAYING OF ORDER UNDER APPEAL

Except for vacation orders made pursuant to Section 404, enforcement of any notice and order of the building official issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

## Chapter 6 PROCEDURES FOR CONDUCT OF HEARING APPEALS

### SECTION 601 — GENERAL

**601.1 Hearing Examiners.** The board may appoint one or more hearing examiners or designate one or more of its members to serve as hearing examiners to conduct the hearings. The examiner hearing the case shall exercise all powers relating to the conduct of hearings until it is submitted to the board for decision.

**601.2 Record.** A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the board.

**601.3 Reporting.** The proceedings at the hearing shall also be reported by a phonographic reporter if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees may be established by the board, but shall in no event be greater than the cost involved.

**601.4 Continuances.** The board may grant continuances for good cause shown; however, when a hearing examiner has been assigned to such hearing, no continuances may be granted except by the examiner for good cause shown so long as the matter remains before the examiner.

**601.5 Oaths—Certification.** In any proceedings under this chapter, the board, any board member, or the hearing examiner has the power to administer oaths and affirmations and to certify to official acts.

**601.6 Reasonable Dispatch.** The board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

### SECTION 602 — FORM OF NOTICE OF HEARING

The notice to appellant shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before (the board of appeals or name of hearing examiner) at.....on the.....day of ....., 19....., at the hour....., upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with (board of appeals or name of hearing examiner)."

### SECTION 603 — SUBPOENAS

**603.1 Filing of Affidavit.** The board or examiner may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the board or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefor which states the name and address of the proposed witness; specifies the exact things sought to be produced and the materiality thereof in detail to the issues involved; and states that the witness has the desired

things in possession or under control. A subpoena need not be issued when the affidavit is defective in any particular.

**603.2 Cases Referred to Examiner.** In cases where a hearing is referred to an examiner, all subpoenas shall be obtained through the examiner.

**603.3 Penalties.** Any person who refuses without lawful excuse to attend any hearing or to produce material evidence which the person possesses or controls as required by any subpoena served upon such person as provided for herein shall be guilty of a misdemeanor.

### SECTION 604 — CONDUCT OF HEARING

**604.1 Rules.** Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

**604.2 Oral Evidence.** Oral evidence shall be taken only on oath or affirmation.

**604.3 Hearsay Evidence.** Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.

**604.4 Admissibility of Evidence.** Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.

**604.5 Exclusion of Evidence.** Irrelevant and unduly repetitious evidence shall be excluded.

**604.6 Rights of Parties.** Each party shall have these rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called the witness to testify;
5. To rebut the evidence; and
6. To be represented by anyone who is lawfully permitted to do so.

#### 604.7 Official Notice.

**604.7.1 What may be noticed.** In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the board or departments and ordinances of the city or rules and regulations of the board.

**604.7.2 Parties to be notified.** Parties present at the hearing shall be informed of the matters to be noticed, and these matters shall be noted in the record, referred to therein, or appended thereto.

**604.7.3 Opportunity to refute.** Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the board or hearing examiner.

**604.7.4 Inspection of the premises.** The board or the hearing examiner may inspect any building or premises involved in the appeal during the course of the hearing, provided that (i) notice of such inspection shall be given to the parties before the inspection is made, (ii) the parties are given an opportunity to be present during the inspection, and (iii) the board or the hearing examiner shall state for the record upon completion of the inspection the material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the board or hearing examiner.

#### **SECTION 605 — METHOD AND FORM OF DECISION**

**605.1 Hearing before Board Itself.** When a contested case is heard before the board itself, a member thereof who did not hear the evidence or has not read the entire record of the proceedings shall not vote on or take part in the decision.

**605.2 Hearing before Examiner.** If a contested case is heard by a hearing examiner alone, the examiner shall within a reasonable time (not to exceed 90 days from the date the hearing is closed) submit a written report to the board. Such report shall contain a brief summary of the evidence considered and state the examiner's findings, conclusions and recommendations. The report also shall contain a proposed decision in such form that it may be adopted by the board as its decision in the case. All examiner's reports filed with the board shall be matters of public record. A copy of each such report and proposed decision shall be mailed to each party on the date they are filed with the board.

**605.3 Consideration of Report by Board—Notice.** The board shall fix the time, date and place to consider the examiner's report and proposed decision. Notice thereof shall be mailed to each interested party not less than five days prior to the date fixed, unless it is otherwise stipulated by all of the parties.

**605.4 Exceptions to Report.** Not later than two days before the date set to consider the report, any party may file written exceptions to any part or all of the examiner's report and may attach thereto a proposed decision together with written argument in support of such decision. By leave of the board, any party may present oral argument to the board.

**605.5 Disposition by the Board.** The board may adopt or reject the proposed decision in its entirety, or may modify the proposed decision.

**605.6 Proposed Decision Not Adopted.** If the proposed decision is not adopted as provided in Section 605.5, the board may decide the case upon the entire record before it, with or without taking additional evidence, or may refer the case to the same or another hearing examiner to take additional evidence. If the case is reassigned to a hearing examiner, the examiner shall prepare a report and proposed decision as provided in Section 605.2 hereof after any additional evidence is submitted. Consideration of such proposed decision by the board shall comply with the provisions of this section.

**605.7 Form of Decision.** The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent by certified mail, postage prepaid, return receipt requested.

**605.8 Effective Date of Decision.** The effective date of the decision shall be as stated therein.

**Chapter 7**  
**ENFORCEMENT OF THE ORDER OF THE BUILDING OFFICIAL**  
**OR THE BOARD OF APPEALS**

**SECTION 701 — COMPLIANCE**

**701.1 General.** After any order of the building official or the board of appeals made pursuant to this code shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

**701.2 Failure to Obey Order.** If, after any order of the building official or board of appeals made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the building official may (i) cause such person to be prosecuted under Section 701.1 or (ii) institute any appropriate action to abate such building as a public nuisance.

**701.3 Failure to Commence Work.** Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this code becomes effective:

1. The building official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

**DANGEROUS BUILDING**  
**DO NOT OCCUPY**

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official  
..... of .....

2. No person shall occupy any building which has been posted as specified in this section. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the building official have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and or-

der required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

**SECTION 702 — EXTENSION OF TIME TO PERFORM WORK**

Upon receipt of an application from the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the building official may grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation or demolition, if the building official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice and order.

**SECTION 703 — INTERFERENCE WITH REPAIR OR DEMOLITION WORK PROHIBITED**

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this code, whenever such officer, employee, contractor or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

## Chapter 8

### PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

#### SECTION 801 — GENERAL

**801.1 Procedure.** When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this code, the building official shall issue an order therefor to the director of public works and the work shall be accomplished by personnel of this jurisdiction or by private contract under the direction of said director. Plans and specifications therefor may be prepared by said director, or the director may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

**801.2 Costs.** The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

#### SECTION 802 — REPAIR AND DEMOLITION FUND

**802.1 General.** The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the director of public works to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

**802.2 Maintenance of Fund.** The legislative body may at any time transfer to the repair and demolition fund, out of any money in the general fund of this jurisdiction, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the repair and demolition fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the treasurer of this jurisdiction who shall credit the same to the repair and demolition fund.

## Chapter 9 RECOVERY OF COST OF REPAIR OR DEMOLITION

### SECTION 901 — ACCOUNT OF EXPENSE, FILING OF REPORT

The director of public works shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said director shall prepare and file with the clerk of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3.

### SECTION 902 — NOTICE OF HEARING

Upon receipt of said report, the clerk of this jurisdiction shall present it to the legislative body of this jurisdiction for consideration. The legislative body of this jurisdiction shall fix a time, date and place for hearing said report and any protests or objections thereto. The clerk of this jurisdiction shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in this jurisdiction, and served by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the clerk. Such notice shall be given at least 10 days prior to the date set for the hearing and shall specify the day, hour and place when the legislative body will hear and pass upon the director's report, together with any objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

### SECTION 903 — PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the clerk of this jurisdiction at any time prior to the time set for the hearing on the report of the director. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The clerk of this jurisdiction shall endorse on every such protest or objection the date of receipt. The clerk shall present such protests or objections to the legislative body of this jurisdiction at the time set for the hearing, and no other protests or objections shall be considered.

### SECTION 904 — HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the legislative body of this jurisdiction shall hear and pass upon the report of the director together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just; and when the legislative body is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

### SECTION 905 — PERSONAL OBLIGATION OR SPECIAL ASSESSMENT

**905.1 General.** The legislative body of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.

**905.2 Personal Obligation.** If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney for this jurisdiction to collect the same on behalf of this jurisdiction by use of all appropriate legal remedies.

**905.3 Special Assessment.** If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

### SECTION 906 — CONTEST

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

### SECTION 907 — AUTHORITY FOR INSTALLMENT PAYMENT OF ASSESSMENTS WITH INTEREST

The legislative body of this jurisdiction, in its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal annual installments. The legislative body's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

### SECTION 908 — LIEN OF ASSESSMENT

**908.1 Priority.** Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and property taxes with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

**908.2 Interest.** All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

### SECTION 909 — REPORT TO ASSESSOR AND TAX COLLECTOR: ADDITION OF ASSESSMENT TO TAX BILL

After confirmation of the report, certified copies of the assessment shall be given to the assessor and the tax collector for this

jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

**SECTION 910 — FILING COPY OF REPORT WITH COUNTY AUDITOR**

If the county assessor and the county tax collector assess property and collect taxes for this jurisdiction, a certified copy of the assessment shall be filed with the county auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.

**SECTION 911 — COLLECTION OF ASSESSMENT: PENALTIES FOR FORECLOSURE**

The amount of the assessment shall be collected at the same time and in the same manner as ordinary property taxes are collected

and shall be subject to the same penalties and procedure and sale in case of delinquency as provided for ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If the legislative body of this jurisdiction has determined that the assessment shall be paid in installments, each installment and any interest thereon shall be collected in the same manner as ordinary property taxes in successive years. If any installment is delinquent, the amount thereof is subject to the same penalties and procedure for sale as provided for ordinary property taxes.

**SECTION 912 — REPAYMENT OF REPAIR AND DEMOLITION FUND**

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the treasurer of this jurisdiction, who shall credit the same to the repair and demolition fund.

# ATTACHMENT 3

## Chapter 15.40. Dangerous Building Code

### **15.40.010. Adoption of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.**

The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is adopted and incorporated by reference as the Dangerous Building Code of the City of Imperial Beach.

### **15.40.020. Amendments and additions of Provisions of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.**

#### **A Chapter 3 (Definitions) of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.**

The definition of "Building Code" in Section 301 (General) of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read as follows:

Building Code is the California Building Standards Code as adopted by the State of California and adopted by the City of Imperial Beach.

#### **B Chapter 4 (Notices and Orders of Building Official) of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.**

Item 1.3 of Section 403 (Repair, Vacation and Demolition) of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is amended to read as follows:

If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry for a period not to exceed 180 days. The property and building must meet security guidelines as established by the Building Official and must obtain a temporary use permit pursuant to the Administrative Code of the City of Imperial Beach and re-inspection for temporary use status every 180 days. Any such vacant property receiving three notices of violation, during the time of vacancy, of the Municipal Code of the City of Imperial Beach may be subject to enforcement and abatement pursuant to this code or as otherwise authorized by law.

#### **C Chapter 7 (Enforcement of the Order of the Building Official or the Board of Appeals) of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.**

Section 704 (Penalty for Violations) is added to the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, to read as follows:

No person, whether as owner, lessee, sub-lessee or occupant, shall erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy or maintain any building or premises, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this chapter. Any person violating the provisions of this chapter is guilty of a misdemeanor for each day such violation continues. All violations of this chapter shall be subject to civil and administrative penalties in accordance with Chapter 1.12 and Chapter 1.22 of the Municipal Code of the City of Imperial Beach.



## STAFF REPORT CITY OF IMPERIAL BEACH

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

**MEETING DATE:** FEBRUARY 16, 2011  
**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, DIRECTOR *GW*  
DAVID GARCIAS, CODE COMPLIANCE OFFICER *DG*

**SUBJECT:** WEED ABATEMENT – ABATEMENT COSTS REPORT  
AND ADOPTION OF RESOLUTION NO.'S 2011-6999,  
AND 2011-7000

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### BACKGROUND:

On December 1, 2010, the City Council Adopted Resolution No. 2010-6971 finding that the weeds growing upon and in front of 715 Holly Avenue and 822 Georgia Street constituted a public nuisance and authorizing staff to proceed with weed and rubbish abatement at the non-compliant properties.

On December 2, 2010, staff mailed a Notice to Destroy Weeds and Remove Rubbish, Refuse, and Dirt to the two listed property owners and a copy of the Notice was also posted on each of the two properties in compliance with chapter 8.40 of the Imperial Beach Municipal Code.

On December 6, 2010, copies of the Notice and Resolution No. 2010-6971 were mailed to the property owners. Staff completed a Declaration of Service certified by the City Clerk of the City of Imperial Beach for each of the properties.

On December 15, 2010, the City Council held a public hearing, pursuant to California Government Code section 39560, to hear and consider any objections to the City Council's declaration of the above properties as public nuisances requiring weed and rubbish abatement. The City Council conducted the public hearing, and no representatives of the properties spoke at the hearing.

At the conclusion of the hearing, the City Council adopted Resolution No. 2010-6978 for 715 Holly Avenue and Resolution No. 2010-6979 for 822 Georgia Street, allowing for the abatement of the two properties, authorizing staff to proceed with and perform the necessary abatement of the nuisances and further authorizing staff to sign any agreements or take any other steps necessary to remove the weeds, rubbish, refuse, and dirt from the listed properties.

**DISCUSSION:**

On December 16, 2010, staff met with a contractor, obtained estimates for the costs to abate the violations on the two listed properties, and directed the contractor to proceed with abatement of the following properties:

**Listed Weed Abatement Properties:**

1. 715 Holly Ave
2. 822 Georgia St

Due to the extreme rainy weather during December 2010, the contractor was unable to conduct the abatement of the properties.

In January 2011, the contractor entered the properties at 715 Holly Avenue and 822 Georgia Street and abated the violations.

On January 10, 2011, staff inspected the properties at 715 Holly Avenue and 822 Georgia Street and observed the violations were abated by the contractor.

On February 4, 2011, staff posted a copy of the cost report and also mailed a copy via regular and certified mail.

On February 9, 2011, staff posted a copy of the corrected cost report for more than five days prior to the City Council hearing upon the abated premises at 715 Holly Avenue and 822 Georgia Street, together with a notice of the time when the report will be heard by the City Council for confirmation on February 16, 2011. A copy of the corrected cost report was also mailed via regular and certified mail.

By the time of the February 16, 2011, City Council Meeting staff may have additional information to provide.

**FISCAL ANALYSIS:**

***Weed Abatement Costs:***

- 715 Holly Avenue:                 \$ 450.00 Invoice #0781, abatement occurred in January, 2011
- 822 Georgia Street:               \$ 350.00 Invoice #0780, abatement occurred in January, 2011

***Enforcement Costs:***

Pursuant to California Government Code sections 39573 and 39577 agencies may assess and lien properties for the costs incurred by the responsible agency in enforcing abatement upon the parcels, including investigation, boundary determination, measurement, clerical and other related costs.

Below are the Code Compliance enforcement costs:

	<i>Code Compliance Staff Time</i>	<i>Total Costs</i>
715 Holly Avenue	23 hrs	\$ 1,975.87
822 Georgia Street	23 hrs	\$ 1,975.87

Total Abatement costs and Enforcement costs for the properties are as follows:

	<i>Weed Abatement Costs</i>	<i>Enforcement Costs</i>	<b>Total</b>
715 Holly Avenue	\$ 450.00	\$1,975.87	<b>\$2,425.87</b>
822 Georgia Street	\$ 350.00	\$1,975.87	<b>\$2,325.87</b>

**DEPARTMENT RECOMMENDATION:**

Staff Recommends the Mayor and City Council:

1. Receive the report.
2. Entertain any objections or protests.
3. Consider a motion to:
  - a. Adopt Resolution No. 2011-6999, assessing Two Thousand Four Hundred Twenty-Five dollars and eight-seven cents (**\$2,425.87**) in abatement costs and enforcement costs against the property located at 715 Holly Avenue.
  - b. Adopt Resolution No. 2011-7000, assessing Two Thousand Three Hundred Twenty-Five dollars and eighty-seven cents (**\$2,325.87**) in abatement costs and enforcement costs against the property located at 822 Georgia Street.

The above amounts must be remitted to the City within 30 days of adoption of this Resolution and would constitute an assessment against the respective lots or parcels of land to which they relate, and upon recordation in the office of the county recorder of notice of lien, shall be collected at the same time and in the same manner as ordinary municipal taxes, and would be subject to the same penalties and the same procedures and sale in case of delinquency as provided for ordinary municipal taxes.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
Gary Brown, City Manager

Attachments:

1. Exhibit "A", Weed Abatement Cost Report 715 Holly Ave
2. Exhibit "B", Weed Abatement Cost Report 822 Georgia St
3. Resolution #2011-6999 - draft
4. Resolution #2017-7000 - draft
- 5 Invoice #0781, dated January 18, 2011
- 6 Invoice #0780, dated January 18, 2011
- 7 Resolution #2010-6978, adopted December 15, 2010

8. Resolution #2010-6979, adopted December 15, 2010
9. Notice of Council Action, 715 Holly, dated December 6, 2010
10. Notice of Council Action, 822 Georgia, dated December 6, 2010
11. Declaration of Service, 715 Holly, dated December 6, 2010
12. Declaration of Service, 822 Georgia, dated December 6, 2010
13. Notice to Destroy Weeds, 715 Holly, dated December 2, 2010
14. Notice to Destroy Weeds, 822 Georgia, dated December 2, 2010
15. Resolution #2010-6971, adopted December 1, 2010
16. Table "A" Attachment to Resolution #2010-6971

## **Corrected Abatement Cost Report – February 9, 2011**

### **ABATEMENT COSTS REPORT – WEED & RUBBISH ABATEMENT**

The provisions of Article 2 of Chapter 13 of Division 3 of Title 4 of the California Government Code commencing with Section 39560 has been adopted into the Imperial Beach Municipal Code (Chapter 8.40 – Weed & Rubbish Abatement)

California Government Code Section **39574**. The superintendent shall keep an account of the cost of abatement in front of or on each separate parcel of land where the work is done by him. He shall submit to the legislative body for confirmation an itemized written report showing such cost.

California Government Code Section **39575**. A copy of the report shall be posted for at least three days prior to its submission to the legislative body on or near the chamber door of the legislative body, with a notice of the time of submission.

California Government Code Section **39576**. At the time fixed for receiving and considering the report, the legislative body shall hear it with any objections of the property owners liable to be assessed for the abatement. It may modify the report if it is deemed necessary. The legislative body shall then confirm the report by motion or resolution.

On December 15, 2010, the City Council for the City of Imperial Beach adopted Resolution No. 2010-6978 for 715 Holly Avenue, allowing for the abatement of the property, authorizing staff to proceed with and perform the necessary abatement of the nuisance and further authorizing staff to sign any agreements or take any other steps necessary to remove the weeds, rubbish, refuse, and dirt from the property.

**Abatement Contractor:**

**Mireles Landscaping:** Cut down and removed all of the overgrown weeds, rubbish, and unsightly vegetation from the below listed properties.

**Weed Abatement Costs:**

715 Holly Avenue:                   **\$ 450.00** Invoice #0781, abatement occurred in January, 2011

**California Government Code section 39573.** *Before the superintendent arrives, any property owner may remove the weeds, rubbish, refuse, and dirt at his own expense. Nevertheless, in any case in which an order to abate is issued, the legislative body by motion or resolution may further order that a special assessment and lien be imposed pursuant to Section 39577. In that case the assessment and lien shall be limited to the costs incurred by the responsible agency in enforcing abatement upon the parcels, including investigation, boundary determination, measurement, clerical and other related costs.*

<i>Enforcement Costs</i>	<i>Qty.</i>	<i>Rate per hr</i>	<i>Total</i>
1. Code Compliance Officer (P/T):	1.5 hrs	70.25	\$ 105.37
2. Code Compliance Officer:	21.5 hrs	87.00	\$1,870.50

**Total Enforcement Costs \$1,975.87**

	<i>Weed Abatement Costs</i>	<i>Enforcement Costs</i>	<i>Total</i>
715 Holly Avenue	\$ 450.00	\$1,975.87	<b>\$ 2,425.87</b>

The City of Imperial Beach City Council will consider this matter at its hearing on **February 16, 2011**, at 6:00 PM at 825 Imperial Beach Boulevard, at which time the City Council must hear and rule on the cost report and any objections or protests. The City Council may make revisions, corrections, or modifications to the report as it deems just, including deducting any amounts already paid by the property owner. The City Council must confirm the report, either as submitted or as revised. The decision of the City Council on all protests and objections is final and conclusive.

## **Corrected Abatement Cost Report – February 9, 2011**

### **ABATEMENT COSTS REPORT – WEED & RUBBISH ABATEMENT**

The provisions of Article 2 of Chapter 13 of Division 3 of Title 4 of the California Government Code commencing with Section 39560 has been adopted into the Imperial Beach Municipal Code (Chapter 8.40 – Weed & Rubbish Abatement)

California Government Code Section **39574**. The superintendent shall keep an account of the cost of abatement in front of or on each separate parcel of land where the work is done by him. He shall submit to the legislative body for confirmation an itemized written report showing such cost.

California Government Code Section **39575**. A copy of the report shall be posted for at least three days prior to its submission to the legislative body on or near the chamber door of the legislative body, with a notice of the time of submission.

California Government Code Section **39576**. At the time fixed for receiving and considering the report, the legislative body shall hear it with any objections of the property owners liable to be assessed for the abatement. It may modify the report if it is deemed necessary. The legislative body shall then confirm the report by motion or resolution.

On December 15, 2010, the City Council for the City of Imperial Beach adopted Resolution No. 2010-6979 for 822 Georgia Street, allowing for the abatement of the property, authorizing staff to proceed with and perform the necessary abatement of the nuisance and further authorizing staff to sign any agreements or take any other steps necessary to remove the weeds, rubbish, refuse, and dirt from the property.

**Abatement Contractor:**

**Mireles Landscaping:** Cut down and removed all of the overgrown weeds, rubbish, and unsightly vegetation from the below listed properties.

**Weed Abatement Costs:**

822 Georgia Street:                   **\$ 350.00** Invoice #0780, abatement occurred in January, 2011

**California Government Code section 39573.** *Before the superintendent arrives, any property owner may remove the weeds, rubbish, refuse, and dirt at his own expense. Nevertheless, in any case in which an order to abate is issued, the legislative body by motion or resolution may further order that a special assessment and lien be imposed pursuant to Section 39577. In that case the assessment and lien shall be limited to the costs incurred by the responsible agency in enforcing abatement upon the parcels, including investigation, boundary determination, measurement, clerical and other related costs.*

<i>Enforcement Costs</i>	<i>Qty.</i>	<i>Rate per hr</i>	<i>Total</i>
1. Code Compliance Officer (P/T):	1.5 hrs	70.25	\$ 105.37
2. Code Compliance Officer:	21.5 hrs	87.00	\$1,870.50

**Total Enforcement Costs \$1,975.87**

	<i>Weed Abatement Costs</i>	<i>Enforcement Costs</i>	<i>Total</i>
822 Georgia Street	\$ 350.00	\$ 1,975.87	<b>\$2,325.87</b>

The City of Imperial Beach City Council will consider this matter at its hearing on **February 16, 2011**, at 6:00 PM at 825 Imperial Beach Boulevard, at which time the City Council must hear and rule on the cost report and any objections or protests. The City Council may make revisions, corrections, or modifications to the report as it deems just, including deducting any amounts already paid by the property owner. The City Council must confirm the report, either as submitted or as revised. The decision of the City Council on all protests and objections is final and conclusive.

*City of Imperial Beach, 825 Imperial Beach Blvd, Imperial Beach, CA 91932  
Tel. (619)628-1359 / Fax. (619) 424-4093*

**RESOLUTION NO. 2011-6999****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND CONFIRMING ABATEMENT COSTS FOR THE ABATEMENT OF WEEDS & RUBBISH, REGARDING THE PROPERTY LOCATED AT 715 HOLLY AVENUE ARE APPROPRIATE AND ASSESSING COSTS OF ABATEMENT**

**WHEREAS**, on December 15, 2010, the City Council voted and approved Resolution No. 2010-6978 authorizing staff to proceed with and perform the necessary weed & rubbish abatement of the nuisance at 715 Holly Avenue and further authorizing staff to sign any agreements or take any other steps necessary to remove the weeds, rubbish, refuse, and dirt from the property; and

**WHEREAS**, in January 2011, the City's weed abatement contractor entered the property and removed all of the weeds, rubbish, refuse, and dirt at 715 Holly Avenue, Imperial Beach, California, abating the violations of the Imperial Beach Municipal Code; and

**WHEREAS**, On January 10, 2011, staff inspected 715 Holly Avenue and observed the violations were abated by the contractor; and

**WHEREAS**, On February 4, 2011, staff posted a copy of the cost report and also mailed a copy via regular and certified mail; and

**WHEREAS**, On February 9, 2011, staff posted a copy of the corrected cost report for more than five days prior to the City Council hearing upon the abated premises at 715 Holly Avenue, together with a notice of the time when the report will be heard by the City Council for confirmation on February 16, 2011. A copy of the corrected cost report was also mailed via regular and certified mail.

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

**SECTION 1:** The cost of abatement is approved as follows: See Exhibit A.

**SECTION 2:** The Two Thousand Four Hundred Twenty-Five dollars and Eighty-Seven cents (\$2,425.87) in abatement costs and enforcement costs are hereby assessed against the property located at 715 Holly Avenue. The total amount of **\$2,425.87** shall be remitted to the City within 30 days of adoption of this Resolution and constitutes an assessment against the respective lot or parcel of land to which it relates, and upon recordation in the office of the county recorder of notice of lien, shall be collected at the same time and in the same manner as ordinary municipal taxes, and is subject to the same penalties and the same procedures and sale in case of delinquency as provided for ordinary municipal taxes.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16<sup>th</sup> day of February 2011, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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

**RESOLUTION NO. 2011-7000**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND CONFIRMING ABATEMENT COSTS FOR THE ABATEMENT OF WEEDS & RUBBISH, REGARDING THE PROPERTY LOCATED AT 822 GEORGIA STREET ARE APPROPRIATE AND ASSESSING COSTS OF ABATEMENT**

**WHEREAS**, on December 15, 2010, the City Council voted and approved Resolution No. 2010-6979 authorizing staff to proceed with and perform the necessary weed & rubbish abatement of the nuisance at 822 Georgia Street and further authorizing staff to sign any agreements or take any other steps necessary to remove the weeds, rubbish, refuse, and dirt from the property; and

**WHEREAS**, in January 2011, the City's weed abatement contractor entered the property and removed all of the weeds, rubbish, refuse, and dirt at 822 Georgia Street, Imperial Beach, California, abating the violations of the Imperial Beach Municipal Code; and

**WHEREAS**, On January 10, 2011, staff inspected 822 Georgia Street and observed the violations were abated by the contractor; and

**WHEREAS**, on February 4, 2011, staff posted a copy of the cost report and also mailed a copy via regular and certified mail; and

**WHEREAS**, on February 9, 2011, staff posted a copy of the corrected cost report for more than five days prior to the City Council hearing upon the abated premises at 822 Georgia Street, together with a notice of the time when the report will be heard by the City Council for confirmation on February 16, 2011. A copy of the corrected cost report was also mailed via regular and certified mail.

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

**SECTION 1:** The cost of abatement is approved as follows: See Exhibit B.

**SECTION 2:** The Two Thousand Three Hundred Twenty-Five dollars and Eighty-Seven cents (\$2,325.87) in abatement costs and enforcement costs are hereby assessed against the property located at 822 Georgia Street. The total amount of **\$2,325.87** shall be remitted to the City within 30 days of adoption of this Resolution and constitutes an assessment against the respective lot or parcel of land to which it relates, and upon recordation in the office of the county recorder of notice of lien, shall be collected at the same time and in the same manner as ordinary municipal taxes, and is subject to the same penalties and the same procedures and sale in case of delinquency as provided for ordinary municipal taxes.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16<sup>th</sup> day of February 2011, by the following vote:

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

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

**ATTEST:**

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

**Mireles Landscaping**  
 5545 surf rider way # 206  
 San diego ca 92154

Invoice# 0781  
 January 18 2011

Voice: (619) 227 77 12  
 Email mirlandscaping@hotmail.com

To: David Garcias  
 715 holly ave  
 Imperial beach ca 91932

Area	Work Description	Balance
General	1.- Prune down all weeds  2.- Cut low branches on tree  3.-Remove green trash to landfill	
	Total	\$ 450.00

**Mireles Landscaping**  
 5545 surf rider way # 206  
 San diego ca 92154

Invoice# 0780  
 January 18 2011

Voice: (619) 227 77 12  
 Email mirlandscaping@hotmail.com

To: David Garcias  
 822 Georgia st  
 Imperial beach ca 91932

Area	Work Description	Balance
<p>General</p>	<p>1.- Prune down all weeds</p> <p>2.- Cut low branches on tree</p> <p>3.-Remove trash</p>	
	<p>Total</p>	<p>\$ 350.00</p>

RESOLUTION NO. 2010-6978

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AFTER HEARING AND CONSIDERING ALL OBJECTIONS, OVERRULES ALL OBJECTIONS AND HEREBY AUTHORIZES THE CITY MANAGER TO PROCEED AND PERFORM THE NECESSARY ABATEMENT OF THE NUISANCE AND AUTHORIZES THE CITY MANAGER TO SIGN ANY AGREEMENTS OR TAKE ANY OTHER STEPS NECESSARY TO REMOVE THE WEEDS, RUBBISH, REFUSE, AND DIRT FROM 715 HOLLY AVENUE

**WHEREAS**, the California Government Code (Sect. 39560) has been adopted into the Imperial Beach Municipal Code (Chapter 8.40 – Weed & Rubbish Abatement) and sets out the following procedure for the abatement of weeds and rubbish; and

**WHEREAS**, Government Code section 39560 et. seq. and Chapter 8.40 of the Imperial Beach Municipal Code describe the following process for weed and rubbish abatement:

1. Staff shall present to City Council those properties which constitute a public nuisance requiring weed and rubbish abatement. City Council may declare by resolution those properties that are a public nuisance requiring abatement.
2. Staff shall cause notices to be conspicuously posted on or in front of the property on which the nuisance exists. Staff shall both post and mail a notice to the property owner.
3. City Council shall conduct a public hearing to hear and consider all objections. City Council may direct staff to proceed with and perform the necessary abatement.
4. Staff shall keep an account of the cost of abatement on each separate parcel of land where the work is conducted, and shall submit it to the City Council at completion of all abatement for their consideration.
5. The City Council shall hear the abatement cost report and any objections of the property owners liable to be assessed for the abatement costs. The City Council may modify the report if it is deemed necessary. The City Council shall then confirm the report by motion or resolution to assess the individual properties; and

**WHEREAS**, On December 1, 2010, the City Council adopted Resolution No. 2010-6971 declaring that weeds growing on and in front of the properties listed below constituted a public nuisance and directed staff to proceed with abatement of the violations.; and

**WHEREAS**, Properties:

1. 715 Holly Ave
2. 822 Georgia Street; and

**WHEREAS**, Pursuant to California Government Code section 39560, a noticed public hearing is now required to hear and consider any objections to the City Council's declaration of the above properties as public nuisances requiring weed and rubbish abatement.; and

**WHEREAS**, On December 2, 2010, staff mailed to the two listed property owners a Notice to Destroy Weeds and Remove Rubbish, Refuse, and Dirt, and a copy of the Notice was also posted on each of the two properties in compliance with chapter 8.40 of the Imperial Beach Municipal Code; and

**WHEREAS**, On December 2, 2010, copies of the Notice and Resolution No. 2010-6971 were mailed to the property owners. Staff completed a Declaration of Service certified by the City Clerk of the City of Imperial Beach for each of the properties; and

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

Section 1. The foregoing recitals are true and correct, and the City Council, after hearing and considering all objections, overrules all objections and hereby authorizes the City Manager to proceed and perform the necessary abatement of the nuisance and authorizes the City Manager to sign any agreements or take any other steps necessary to remove the weeds, rubbish, refuse, and dirt from the listed properties.

Section 2. The cost of abatement is approved as follows:  
All costs approved in this paragraph will be subject to review by the City Council at a hearing pursuant to Chapter 8.40 of the Imperial Beach Municipal Code and Government Code section 39560 et. seq. after abatement efforts have been completed, before any lien may be imposed on the subject properties. Any work performed by City shall be done at the expense of the owner and the expense of such abatement shall constitute a lien against the property and a personal obligation of the person(s) causing and creating the substandard and nuisance conditions. Further, the City may assess \$500.00 in administrative costs per property for nuisance abatement proceedings pursuant to Imperial Beach Municipal Code Sections 1.16.240.

Section 3. The City Manager may cause a copy or copies of this Resolution to be conspicuously posted, as the City Manager may deem necessary.

Section 4. The City Clerk is hereby directed to:

1. Mail a copy or copies of this Resolution, by first class mail, to the owner(s) of the above-described properties as shown in the last equalized assessment roll;

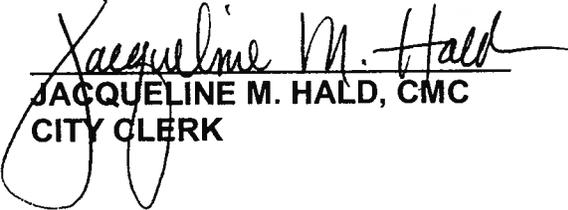
2. Inform the property owner, by copy of this Resolution, that the time within which judicial review of this decision must be sought is governed by §1094.6 of the California Code of Civil Procedure. The property owner's right to appeal this decision is governed by California Code of Civil Procedure §1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 15<sup>th</sup> day of December 2010, by the following vote:

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

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

**ATTEST:**

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

## RESOLUTION NO. 2010-6979

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AFTER HEARING AND CONSIDERING ALL OBJECTIONS, OVERRULES ALL OBJECTIONS AND HEREBY AUTHORIZES THE CITY MANAGER TO PROCEED AND PERFORM THE NECESSARY ABATEMENT OF THE NUISANCE AND AUTHORIZES THE CITY MANAGER TO SIGN ANY AGREEMENTS OR TAKE ANY OTHER STEPS NECESSARY TO REMOVE THE WEEDS, RUBBISH, REFUSE, AND DIRT FROM 822 GEORGIA STREET**

**WHEREAS**, the California Government Code (Sect. 39560) has been adopted into the Imperial Beach Municipal Code (Chapter 8.40 – Weed & Rubbish Abatement) and sets out the following procedure for the abatement of weeds and rubbish; and

**WHEREAS**, Government Code section 39560 et. seq. and Chapter 8.40 of the Imperial Beach Municipal Code describe the following process for weed and rubbish abatement:

1. Staff shall present to City Council those properties which constitute a public nuisance requiring weed and rubbish abatement. City Council may declare by resolution those properties that are a public nuisance requiring abatement.
2. Staff shall cause notices to be conspicuously posted on or in front of the property on which the nuisance exists. Staff shall both post and mail a notice to the property owner.
3. City Council shall conduct a public hearing to hear and consider all objections. City Council may direct staff to proceed with and perform the necessary abatement.
4. Staff shall keep an account of the cost of abatement on each separate parcel of land where the work is conducted, and shall submit it to the City Council at completion of all abatement for their consideration.
5. The City Council shall hear the abatement cost report and any objections of the property owners liable to be assessed for the abatement costs. The City Council may modify the report if it is deemed necessary. The City Council shall then confirm the report by motion or resolution to assess the individual properties; and

**WHEREAS**, On December 1, 2010, the City Council adopted Resolution No. 2010-6971 declaring that weeds growing on and in front of the properties listed below constituted a public nuisance and directed staff to proceed with abatement of the violations.; and

**WHEREAS,**

**Properties:**

1. 715 Holly Ave
2. 822 Georgia Street; and

**WHEREAS**, Pursuant to California Government Code section 39560, a noticed public hearing is now required to hear and consider any objections to the City Council's declaration of the above properties as public nuisances requiring weed and rubbish abatement.; and

**WHEREAS**, On December 2, 2010, staff mailed to the two listed property owners a Notice to Destroy Weeds and Remove Rubbish, Refuse, and Dirt, and a copy of the Notice was also posted on each of the two properties in compliance with chapter 8.40 of the Imperial Beach Municipal Code; and

**WHEREAS**, On December 6, 2010, copies of the Notice and Resolution No. 2010-6971 were mailed to the property owners. Staff completed a Declaration of Service certified by the City Clerk of the City of Imperial Beach for each of the properties; and

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

Section 1. The foregoing recitals are true and correct, and the City Council, after hearing and considering all objections, overrules all objections and hereby authorizes the City Manager to proceed and perform the necessary abatement of the nuisance and authorizes the City Manager to sign any agreements or take any other steps necessary to remove the weeds, rubbish, refuse, and dirt from 822 Georgia Street.

Section 2. The cost of abatement is approved as follows:  
All costs approved in this paragraph will be subject to review by the City Council at a hearing pursuant to Chapter 8.40 of the Imperial Beach Municipal Code and Government Code section 39560 et. seq. after abatement efforts have been completed, before any lien may be imposed on the subject property. Any work performed by City shall be done at the expense of the owner and the expense of such abatement shall constitute a lien against the property and a personal obligation of the person(s) causing and creating the substandard and nuisance conditions. Further, the City may assess \$500.00 in administrative costs per property for nuisance abatement proceedings pursuant to Imperial Beach Municipal Code Sections 1.16.240.

Section 3. The City Manager may cause a copy or copies of this Resolution to be conspicuously posted, as the City Manager may deem necessary.

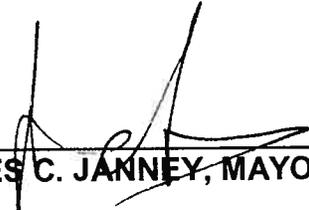
Section 4. The City Clerk is hereby directed to:

1. Mail a copy or copies of this Resolution, by first class mail, to the owner(s) of the above-described property as shown in the last equalized assessment roll;

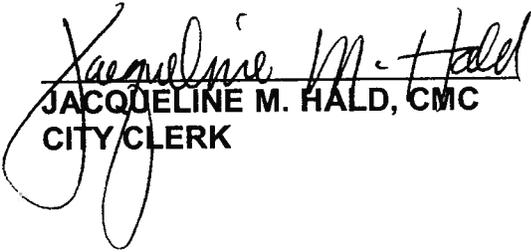
2. Inform the property owner, by copy of this Resolution, that the time within which judicial review of this decision must be sought is governed by §1094.6 of the California Code of Civil Procedure. The property owner's right to appeal this decision is governed by California Code of Civil Procedure §1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 15<sup>th</sup> day of December 2010, by the following vote:

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

  
**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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



# City of Imperial Beach, California

OFFICE OF THE CITY CLERK

---

December 6, 2010

Carmela Lombardi-Munizza  
4229 Chamoune Avenue #220  
San Diego, CA 92115

**Re: 715 Holly Avenue, Imperial Beach, CA 91932**

At the 6:00 p.m. meeting held on December 1, 2010 in the Council Chambers located at 825 Imperial Beach Boulevard, Imperial Beach, California, the Imperial Beach City Council conducted received a report regarding your property located at 715 Holly Avenue and scheduled a public hearing for December 15, 2010.

City Council took action to adopt Resolution No. 2010-6971 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTIES IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF AND SCHEDULE A WEED AND RUBBISH ABATEMENT PUBLIC HEARING TO HEAR OBJECTIONS ON DECEMBER 15, 2010.

Enclosed is a certified copy of Resolution No. 2010-6971. You are hereby informed that by copy of this that the time within which judicial review of this decision must be sought is governed by §1094.6 of the California Code of Civil Procedure. The property owner's right to appeal this decision is governed by California Code of Civil Procedure §1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

Please contact David Garcias, Code Compliance Officer, at (619) 628-1359 if you have any questions.

Sincerely,



Jacqueline M. Hald  
City Clerk

Enclosures: Resolution No. 2010-6971

cc: File  
Code Compliance Officer



# City of Imperial Beach, California

OFFICE OF THE CITY CLERK

---

December 6, 2010

Juan Moreno III  
6056 Camino del Rincon  
San Diego, CA 92120

**Re: 822 Georgia Street, Imperial Beach, CA 91932**

Dear Mr. Moreno:

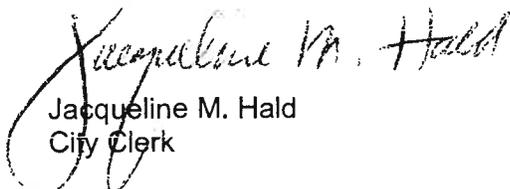
At the 6:00 p.m. meeting held on December 1, 2010 in the Council Chambers located at 825 Imperial Beach Boulevard, Imperial Beach, California, the Imperial Beach City Council conducted received a report regarding your property located at 822 Georgia Street and scheduled a public hearing for December 15, 2010.

City Council took action to adopt Resolution No. 2010-6971 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTIES IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF AND SCHEDULE A WEED AND RUBBISH ABATEMENT PUBLIC HEARING TO HEAR OBJECTIONS ON DECEMBER 15, 2010.

Enclosed is a certified copy of Resolution No. 2010-6971. You are hereby informed that by copy of this that the time within which judicial review of this decision must be sought is governed by §1094.6 of the California Code of Civil Procedure. The property owner's right to appeal this decision is governed by California Code of Civil Procedure §1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

Please contact David Garcias, Code Compliance Officer, at (619) 628-1359 if you have any questions.

Sincerely,

  
Jacqueline M. Hald  
City Clerk

Enclosures: Resolution No. 2010-6971

cc: File  
Code Compliance Officer

The City of  
Imperial  
Beach

ATTACHMENT 11

(619) 628-1359  
FAX: (619) 424-4093



**COMMUNITY DEVELOPMENT DEPARTMENT  
CODE COMPLIANCE DIVISION**

825 IMPERIAL BEACH BOULEVARD • IMPERIAL BEACH, CALIFORNIA 91932

**DECLARATION OF SERVICE**

December 6, 2010

I, **DAVID GARCIAS**, hereby certify on penalty of perjury, that on December 2, 2010, at approximately 10:00 am, Pacific Daylight Time, I served a Notice to Destroy Weeds and Remove Rubbish, Refuse, and Dirt to Carmela Lombardi-Munizza, the Property Owner for the Property located at 715 Holly Ave (APN. # 632-233-03), **Imperial Beach, CA, 91932** in the following manner:

- Personally Served      Signed: \_\_\_\_\_      Refused: \_\_\_\_\_
- Mailed Regular Mail
- Mailed Certified Mail, Return Receipt
- Posted at Property

Other: Fence line Secured with padlock

In accordance with Chapters 8.50, 1.12, 1.16, and 1.22 of the Imperial Beach Municipal Code.

**DAVID GARCIAS  
CODE COMPLIANCE OFFICER  
CITY OF IMPERIAL BEACH**

**State of California  
County of San Diego    ss:**

On December 6, 2010 **DAVID GARCIAS**, personally appeared before me, **Jacqueline Hald**, City Clerk, known to me 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 signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal:

Signature Jacqueline M. Hald (Seal)  
**JACQUELINE M. HALD, CITY CLERK**

The City of  
Imperial  
Beach

ATTACHMENT 12

(619) 628-1359

FAX: (619) 424-4093



**COMMUNITY DEVELOPMENT DEPARTMENT  
CODE COMPLIANCE DIVISION**

825 IMPERIAL BEACH BOULEVARD • IMPERIAL BEACH, CALIFORNIA 91932

**DECLARATION OF SERVICE**

December 6, 2010

I, **DAVID GARCIAS**, hereby certify on penalty of perjury, that on December 2, 2010, at approximately 10:00 am, Pacific Daylight Time, I served a Notice to Destroy Weeds and Remove Rubbish, Refuse, and Dirt to Juan M. Moreno III, the Property Owner for the Property located at 822 Georgia St (APN. # 627-111-19), **Imperial Beach, CA, 91932** in the following manner:

- Personally Served      Signed: \_\_\_\_\_      Refused: \_\_\_\_\_      Other: Vacant Lot
- Mailed Regular Mail
- Mailed Certified Mail, Return Receipt
- Posted at Property

In accordance with Chapters 8.50, 1.12, 1.16, and 1.22 of the Imperial Beach Municipal Code.

**DAVID GARCIAS  
CODE COMPLIANCE OFFICER  
CITY OF IMPERIAL BEACH**

**State of California  
County of San Diego    ss:**

On December 6, 2010 **DAVID GARCIAS**, personally appeared before me, **Jacqueline Hald**, City Clerk, known to me 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 signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal:

Signature Jacqueline M. Hald (Seal)  
**JACQUELINE M. HALD, CITY CLERK**

The City of  
Imperial  
Beach

TEL. (619) 628-1356 / 628-1359  
FAX: (619) 424-4093



**COMMUNITY DEVELOPMENT DEPARTMENT  
CODE COMPLIANCE DIVISION**

825 IMPERIAL BEACH BOULEVARD • IMPERIAL BEACH, CALIFORNIA 91932

December 2, 2010

**NOTICE TO DESTROY WEEDS AND REMOVE  
RUBBISH, REFUSE, AND DIRT**

Carmela Lombardi-Munizza  
715 Holly Ave  
Imperial Beach, CA 91932

Notice is hereby given that on the 7th day of July, 2010 the City Council of the City of Imperial Beach passed a resolution number **2010-6971** declaring that noxious or dangerous weeds were growing upon or in front of the property on this street, and that rubbish, refuse, and dirt were upon or in front of property on this street, at **715 Holly Ave, Assessor's Parcel No. 632-233-03-00**, in the City of Imperial Beach, County of San Diego, State of California, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of the weeds, rubbish, refuse, and dirt. Otherwise they will be removed and the nuisance abated by the city and the cost of removal assessed upon the land from or in front of which the weeds, rubbish, refuse, and dirt are removed and will constitute a lien upon such land until paid. Reference is hereby made to resolution number **2010-6971** for further particulars. A copy of said resolution is on file in the Office of the City Clerk of the City of Imperial Beach.

**ALL PROPERTY OWNERS HAVING ANY OBJECTIONS TO THE PROPOSED REMOVAL OF THE WEEDS, RUBBISH, REFUSE, AND DIRT ARE HEREBY NOTIFIED TO ATTEND A MEETING OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH TO BE HELD AT 6:00 PM, ON DECEMBER 15, 2010, AT THE IMPERIAL BEACH CITY COUNCIL CHAMBERS, LOCATED AT 825 IMPERIAL BEACH BLVD, IN IMPERIAL BEACH, CA 91932, WHEN THEIR OBJECTIONS WILL BE HEARD AND GIVEN DUE CONSIDERATION.**

Dated this 2nd day of December, 2010.

  
\_\_\_\_\_  
Gary Brown, City Manager  
City of Imperial Beach

The City of  
Imperial  
Beach

TEL. (619) 628-1356 / 628-1359  
FAX: (619) 424-4093

Case #10-484

**COMMUNITY DEVELOPMENT DEPARTMENT  
CODE COMPLIANCE DIVISION**

825 IMPERIAL BEACH BOULEVARD • IMPERIAL BEACH, CALIFORNIA 91932



December 2, 2010

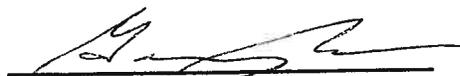
## **NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH, REFUSE, AND DIRT**

Juan M. Moreno III  
6056 Camino Del Rincon  
San Diego, CA 92120-3111

Notice is hereby given that on the 1st day of December, 2010 the City Council of the City of Imperial Beach passed a resolution number **2010-6971** declaring that noxious or dangerous weeds were growing upon or in front of the property on this street, and that rubbish, refuse, and dirt were upon or in front of property on this street, at **822 Georgia Street, Assessor's Parcel No. 627-111-19-00**, in the City of Imperial Beach, County of San Diego, State of California, and more particularly described in the resolution, and that they constitute a public nuisance which must be abated by the removal of the weeds, rubbish, refuse, and dirt. Otherwise they will be removed and the nuisance abated by the city and the cost of removal assessed upon the land from or in front of which the weeds, rubbish, refuse, and dirt are removed and will constitute a lien upon such land until paid. Reference is hereby made to resolution number **2010-6971** for further particulars. A copy of said resolution is on file in the Office of the City Clerk of the City of Imperial Beach.

**ALL PROPERTY OWNERS HAVING ANY OBJECTIONS TO THE PROPOSED REMOVAL OF THE WEEDS, RUBBISH, REFUSE, AND DIRT ARE HEREBY NOTIFIED TO ATTEND A MEETING OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH TO BE HELD AT 6:00 PM, ON DECEMBER 15, 2010, AT THE IMPERIAL BEACH CITY COUNCIL CHAMBERS, LOCATED AT 825 IMPERIAL BEACH BLVD, IN IMPERIAL BEACH, CA 91932, WHEN THEIR OBJECTIONS WILL BE HEARD AND GIVEN DUE CONSIDERATION.**

Dated this 2nd day of December, 2010.

  
Gary Brown, City Manager  
City of Imperial Beach

## RESOLUTION NO. 2010-6971

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND DECLARING THAT WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTIES IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING ITS INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF AND SCHEDULE A WEED AND RUBBISH ABATEMENT PUBLIC HEARING TO HEAR OBJECTIONS ON DECEMBER 15, 2010 FOR THE PROPERTIES LOCATED AT 715 HOLLY AVENUE AND 822 GEORGIA STREET**

**WHEREAS**, among other responsibilities, the Code Compliance division handles complaints and conducts inspections regarding the existence of weeds, rubbish, refuse, and unsightly materials on residential and commercial properties. To address weed and rubbish abatement, notices are sent to parcel owners within the City deemed by Code Compliance staff to be a public nuisance and dangerous to the public health and safety; and

**WHEREAS**, the California Government Code (Section 39560) has been adopted into the Imperial Beach Municipal Code (Chapter 8.40 – Weed & Rubbish Abatement) and sets out the following procedure for the abatement of weeds and rubbish. The California Government Code section 39560 et. seq. and Chapter 8.40 of the Imperial Beach Municipal Code describe the following process for weed and rubbish abatement; and

**WHEREAS,**

1. Staff shall present to City Council those properties which constitute a public nuisance requiring weed and rubbish abatement. City Council may declare by resolution those properties that are a public nuisance requiring abatement.
2. Staff shall cause notices to be conspicuously posted on or in front of the property on which the nuisance exists. Staff shall both post and mail a notice to the property owner.
3. City Council shall conduct a public hearing to hear and consider all objections. City Council may direct staff to proceed with and perform the necessary abatement.
4. Staff shall keep an account of the cost of abatement on each separate parcel of land where the work is conducted, and shall submit it to the City Council at completion of all abatement for their consideration.
5. The City Council shall hear the abatement cost report and any objections of the property owners liable to be assessed for the abatement costs. The City Council may modify the report if it is deemed necessary. The City Council shall then confirm the report by motion or resolution to assess the individual properties; and

**WHEREAS**, the following properties have been inspected by staff and identified to be in violation of California Government Code section 39560 et. seq. and Chapter 8.40 of the Imperial Beach Municipal Code. The properties were issued Notices of Violations, and Administrative Citations assessing fines. To date, staff has not heard from the respective property owners and the violations on the properties have not been abated.

**PROPERTIES:**

1. **715 Holly Ave (APN. 632-233-03)**; Owner: Lombardi-Munizza, Carmela (details see table "A")
  - a. July 13, 2010: Citizen Complaint received identifying above violations.
  - b. July 15, 2010: Notice of Violation issued to property owner to abate violations.
  - c. July 26, 2010: Staff inspected and observed the violations were unchanged.
  - d. August 2, 2010: Staff inspected and observed the violations were unchanged. Sheriff's conducted a welfare check of the home in search of the elderly owner.
  - e. August 4, 2010: Staff issued an Administrative Citation to property owner to abate violations.
  - f. September 7, 2010: Staff inspected and observed the violations were unchanged.
  - g. October 6, 2010: Staff inspected and observed the violations were unchanged.
  - h. November 4, 2010: Staff inspected and observed the violations were unchanged.
  
2. **822 Georgia St (APN. 627-111-19)**; Owner: Moreno, Juan M III (details see Table "A")
  - a. December 25, 2006: The property had a structure fire. Since February 2007, the property has had ongoing code violations, and has been assessed \$41,680.00 in civil fines, civil penalties, and penalties and interest charges of which only \$8,355.00 has been paid.
  - b. November 10, 2010: Staff inspected and observed the above violations.
  - c. November 17, 2010: Notice of Violation issued to property owner to abate violations by December 1, 2010; and

**WHEREAS**, staff is requesting that the City Council declare that weeds growing upon and in front of the above listed properties constitute a public nuisance and authorize staff to proceed with weed and rubbish abatement at the non-compliant properties; and

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

Section 1. The foregoing recitals are true and correct, and the City Council hereby concurs with the Finding and Declaring that the weeds, brush, rubbish, and refuse upon or in front of the specified property in the City area a public nuisance, and declaring its intention to provide for the abatement thereof and schedule a weed and rubbish abatement public hearing to hear objections on December 15, 2010.

Section 2. The cost of abatement is approved as follows:

Any work performed by City shall be done at the expense of the owner and the expense of such abatement shall constitute a lien against the property and a personal obligation of the person(s) causing and creating the substandard and nuisance conditions.

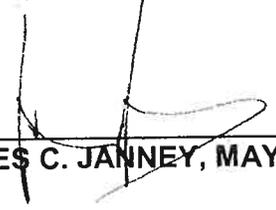
Section 3. The City Manager may cause a copy or copies of this Resolution to be conspicuously posted, as the City Manager may deem necessary.

Section 4. The City Clerk is hereby directed to:

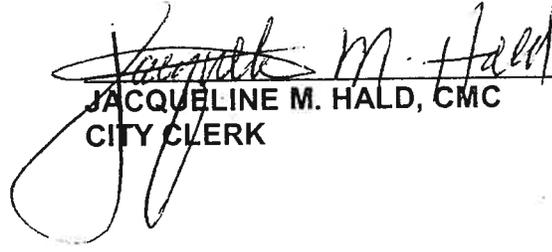
1. Mail a copy or copies of this Resolution, by first class mail, to the owner(s) of the above-described properties as shown in the last equalized assessment roll;
2. Inform the property owner, by copy of this Resolution, that the time within which judicial review of this decision must be sought is governed by §1094.6 of the California Code of Civil Procedure. The property owner's right to appeal this decision is governed by California Code of Civil Procedure §1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 1<sup>st</sup> day of December 2010, by the following vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>	<b>BRAGG, MCCOY, ROSE, KING, JANNEY</b>
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>	<b>NONE</b>

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

**ATTEST:**

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

**Table "A"**

<b>APN</b>	<b>SITE ADDRESS</b>	<b>PROPERTY OWNER</b>	<b>MAILING ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
632-233-03-00	715 Holly Ave	LOMBARDI-MUNIZZA, CARMELA	4229 CHAMOUNE AVE,#220	SAN DIEGO	CA	921115
627-111-19-00	822 Georgia St	MORENO, JUAN M. III	6056 CAMINO DEL RINCON	SAN DIEGO	CA	92120



AGENDA ITEM NO. 6.1

**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL AND CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

**FROM:** GARY BROWN, CITY MANAGER/EXECUTIVE DIRECTOR

**MEETING DATE:** FEBRUARY 16, 2011

**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR *GW*

**SUBJECT:** MONTHLY UPDATE REPORT ON THE REDEVELOPMENT OF THE SEACOAST INN HOTEL

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**BACKGROUND:**

At the City Council meeting on Wednesday, April 21, 2010, the City Council approved a Memorandum of Understanding (MOU) between the City/Redevelopment Agency and the Developer/Property Owners of the Seacoast Inn (Imperial Coast Limited Partnership) outlining financial and other commitments for the redevelopment of the Seacoast Inn. Also approved as part of the MOU was a Project Schedule detailing important project milestones for the project's development. At the meeting on April 21, 2010, the City Council also requested a monthly update report be made to advise the Council on progress made and compliance with the approved MOU and Project Schedule.

At the City Council meeting on May 19, 2010, City staff and Pacifica presented the first of the requested monthly updates. Staff advised the City Council that the demolition permit had been issued and the building permit plans (structural and architectural) had been resubmitted for plan check. Pacifica advised the City Council on progress made with respect to the schedule contained in the Memorandum of Understanding (MOU). The City Council requested that, for future monthly updates, all information and/or schedule updates should be provided to the City Council with their agenda packages rather than at the time of the meeting as a last minute agenda item. The City Council has received monthly updates at the second meeting of each month since that time.

**DISCUSSION:**

The last monthly update was provided by staff on December 15, 2010. There was no update provided in January 2011. Pacifica will provide the update report on the status of the building permit submittal, the status of project financing and the anticipated construction start date.

City staff is continuing to meet with Pacifica's general contractor and Project Manager on a bi-weekly basis to review issues pertaining to the building permit plans, building permit issuance

and construction of the hotel. A pre-construction meeting is scheduled at City Hall for Thursday, February 17, 2011.

**FISCAL ANALYSIS:**

No fiscal impact with this report.

**ENVIRONMENTAL REVIEW**

None required with this report.

**DEPARTMENT RECOMMENDATION:**

That the City Council/Redevelopment Agency receive the update report on the Seacoast Inn project and provide comment and input as necessary.

**CITY MANAGER'S RECOMMENDATION**

Approved Department recommendation.

  
\_\_\_\_\_  
Gary Brown, City Manager/Executive Director

Attachments: None.



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** City Manager

**MEETING DATE:** February 16, 2011  
**ORIGINATING DEPT:** Michelle Posada, Administrative Assistant II *MP*

**SUBJECT:** Revision of Community Grants Program Name and  
Revision of Council Policy 414

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**BACKGROUND:**

The City Council budgets \$5,000 annually for the Community Grants Program, which was created in response to the numerous financial assistance requests from the community for worthwhile programs and projects. Our City's waste management franchise, EDCO Disposal Corporation, donates \$5,000 annually to fund this program.

The original program application guidelines were created based on the organizations that attended a grant-writing workshop by the City. In 2006 the guidelines were updated with minor changes because the guidelines were no longer applicable to the types of organizations requesting financial assistance. Although the program guidelines received minor changes, Council Policy 414 was never updated and revised. In recent years the guidelines were modified to allow for more flexibility on who could receive the program funds. The program has also been a very time consuming process for staff and every year program advertising is paid with city funds. Also in recent years, the program has drawn the same 10-12 applicants, with the exception of one or two organizations. We would like to update and revise Council Policy 414 and the program guidelines.

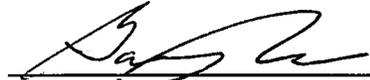
In order to reduce the cost and the amount of time it takes to administer the program, staff would like to propose the request for applications occur every two years, beginning with the FY 2011-12. EDCO Disposal Corporation has agreed to continue to donate \$5,000 every year to sponsor the program. The \$5,000 received each year will be banked and a total of \$10,000 will be used toward the program every two years. Currently the program guidelines specify that each applicant can be awarded a maximum amount of \$500 per fiscal year. If the program were extended to every two years, the maximum award would be \$1,000. The applicants may use the funds in one fiscal year or over the duration of two fiscal years at their choice. The program will continue to be publicized via press release, flyers, letters, and newspaper advertisement. By having the program every other year, the city will save roughly \$200 per fiscal year in advertising costs and approximately 48 hours in administrative time.

**FISCAL IMPACT:**

Our City's waste management franchise, EDCO Disposal Corporation, has committed to donate \$5,000 every year to sponsor this program. The City will save approximately \$200 every other year in advertisement costs and 48 hours in administrative time.

**CITY MANAGER'S RECOMMENDATION:**

1. Adopt Resolution 2011-6998, renaming the program to EDCO Community Grants Program, revising the programs guidelines, and changing the program funding to a two (2) year cycle beginning in FY 2011-12.



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Gary Brown, City Manager

**Attachments:**

1. Resolution No. 2011-6998
2. Revised Council Policy 414
3. Original Resolution No. 94-4413 and Council Policy 414
4. April 19, 2006 Staff Report

**RESOLUTION NO. 2011-6998**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE AMENDMENT OF COUNCIL POLICY 414: POLICIES, PROCEDURES, AND GUIDELINES GOVERNING THE COMMUNITY GRANTS PROGRAM.**

**WHEREAS**, the Community Grants Program should be renamed as the EDCO Community Grants Program to acknowledge the programs' donor; and

**WHEREAS**, minor changes to the guidelines were updated in 2006, the original Council Policy 414 has not been updated or revised; and

**WHEREAS**, the City desires to standardize the policies, procedures, and guidelines governing the Community Grants Program.

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

1. Rename the Community Grants Program to the EDCO Community Grants Program.
2. Amend Council Policy 414 and adopt the changes to the policies, procedures, and guidelines.
3. Solicitation of applications to receive funds from the EDCO Community Grants Program will be done biennially beginning in FY 2011-12.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 16th day of February 2010, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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

<b>CITY OF IMPERIAL BEACH COUNCIL POLICY</b>		<b>ATTACHMENT 2</b>
<b>SUBJECT: EDCO COMMUNITY GRANTS PROGRAM</b>	<b>POLICY NUMBER: 414</b>	<b>PAGE</b> Page 1 of 2
<b>ADOPTED BY: Resolution No. 94-4413 REVISED BY: Resolution No. 2011-6998</b>	<b>DATED: August 17, 1994 DATED: February 16, 2011</b>	

On August 17, 1994, the City Council adopted Resolution No. 94-4413, establishing a policy for the Community Grant Program and schedule and on February 16, 2011 was revised by Resolution No. 2011-6998:

1. EDCO Community Grants Program will be held every two (2) years with a total program funding of \$10,000.
2. Awarded applicants may receive up to, but not to exceed \$1,000 each two (2) year program period.
3. The EDCO Community Grants Program is intended to focus on Youth and Senior Services, Neighborhood Revitalization, Cultural Arts, Tourism, and Community Services.
4. Availability of funds will be publicized by press release and newspaper advertisements. Grant applications will be available on the City website, at City Hall, Boys and Girls Club, Imperial Beach Library, and other appropriate locations.
5. Acceptance of Applications - For a period of at least thirty (30) days after availability of funds announcement.
6. Review by the City Manager or designee – The City Manager or designee shall review and consider applicant eligibility under the following guidelines:
  - a. Applicant must specify clear indication of the grant amount requested and shall not exceed \$1,000 per grant program period.
  - b. Application must be received and completed by the application deadline.
  - c. Applicant must be a non-profit (501-C3) organization and provide a copy of its current State of California non-profit certification form along with the grant application. Applications submitted without the non-profit certification will automatically be rejected; no exceptions.
  - d. Applicant must be a non-governmental organization
  - e. Church/Faith Based organizations may apply with the following stipulation: grant funds may only be used for non-religious purposes such as a Food Bank Program, Clothing Program, or Toys for Tots Program.
  - f. Entities excluded from applying for the grant program include: County of San Diego, Unified Port of San Diego, schools and districts, and private individuals.
  - g. Applicant must be an Imperial Beach community-based organization OR an organization that will use the grant program funds for a project or program held in or directly serving the Imperial Beach Community.

<b>CITY OF IMPERIAL BEACH COUNCIL POLICY</b>		
<b>SUBJECT: EDCO COMMUNITY GRANTS PROGRAM</b>	<b>POLICY NUMBER: 414</b>	<b>PAGE</b> Page 2 of 2
<b>ADOPTED BY: Resolution No. 94-4413</b> <b>REVISED BY: Resolution No. 2011-6998</b>	<b>DATED: August 17, 1994</b> <b>DATED: February 16, 2011</b>	

- h. Applicant must use grant program funds for a project or program that focuses on enhancing the Imperial Beach Community. Priority will be given to original and creative projects/programs.
- 7. Award by City Council - Council shall award grants at a regular or special City Council meeting. Public comments shall be limited to responses to Council questions. All City Council decisions are final.
- 8. Grants will be funded upon approval of Council and announcement of award recipients.
- 9. Applicant must complete the project or program by the end of the two (2) year grant program period.
- 10. Applicant may spend the awarded amount anytime during the two (2) year grant program period and may use the funds towards one or multiple projects or programs as identified in their application.
- 11. Applicant must provide documentation of expenditures of all awarded grant funds by the appropriate deadline and before the next grant program period begins.
- 12. The City Manager or designee will review submitted copies of paid receipts/invoices and written reports to ensure that funds were spent in compliance with the approved application.
- 13. Applicant will be required to reimburse the City of Imperial Beach all inappropriately spent funds.
- 14. Significant non-compliance issues will be taken into consideration and may affect funding decisions for all future grant programs.
- 15. Funds for the proposed project or program must not be used to replace or offset funding sources normally available for any portion of the project, nor be used by the applicant to fund/supplement its own monetary giving.

**APPROVED BY:**

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

DATE: \_\_\_\_\_

**RESOLUTION NO. 94-4413**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
IMPERIAL BEACH ESTABLISHING COUNCIL POLICY 414 -  
COUNCIL COMMUNITY GRANT PROGRAM SCHEDULE**

WHEREAS, the City Council desires a policy to establish a schedule for the Council Community Grant Program.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Imperial Beach that Council Policy 414 - Council Community Program Schedule is hereby adopted.

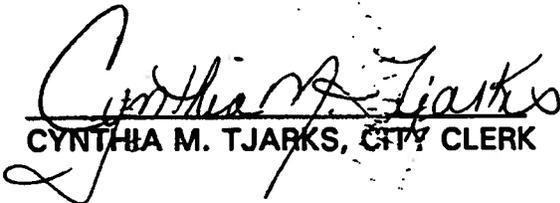
PASSED, APPROVED AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 17th day of August, 1994, by the following roll call vote:

AYES: COUNCILMEMBERS: ROBBINS, GOETHE, HASKINS, ROSE, BIXLER  
NOES: COUNCILMEMBERS: NONE  
ABSENT: COUNCILMEMBERS: NONE



MICHAEL B. BIXLER, MAYOR

ATTEST:



CYNTHIA M. TJARKS, CITY CLERK

CITY OF IMPERIAL BEACH  
COUNCIL POLICY

SUBJECT:	POLICY NUMBER	EFFECTIVE DATE	PAGE
Council Community Grant Program Schedule	414	11/15/95	1 of 1

**ADOPTED BY:** Resolution No. 94-4413    **DATED:** November 15, 1995

On August 17, 1994 the City Council resolved to establish the following policy with amendments by minute action on November 15, 1995:

- 1) Announcement of Availability of Funds - Request for Financial Assistance forms will be made available at City Hall, Boys and Girls Club Offices, Imperial Beach Library, and other appropriate locations.
- 2) Acceptance of Application - For a period of at least thirty (30) days after announcement of Availability of Funds.
- 3) Review by City Manager - City Manager's review and recommendation shall include the following:
  - a) clear indication of the grant amount requested,
  - b) timely receipt of grant application,
  - c) applicant's statement of benefit to Imperial Beach,
  - d) conformity to threshold criteria.
- 4) Review by City Council - After review by the City Manager, the City Council shall also consider threshold criteria during the review of applications at a regular or special City Council meeting. Council shall take no action at first review. Public comments and presentations will be accepted. Appeals of the City Manager's review may be considered by the Council.
- 5) Award by City Council - Award of grants shall take place at the next subsequent meeting following the initial review. Public comments shall be limited to responses to Council questions. All City Council decisions are final.

RETURN TO AGENDA

AGENDA ITEM NO. 2.3

**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**MEETING DATE:** April 19, 2006  
**ORIGINATING DEPT:** OFFICE OF THE CITY MANAGER

**SUBJECT:** COMMUNITY GRANTS PROGRAM Change to Guidelines

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**BACKGROUND & DISCUSSION**

The City Council budgets \$5,000 annually for the Community Grants Program, which was created in response to the numerous financial assistance requests from the community for worthwhile programs and projects. Our City's waste management franchise, Edco Disposal Corporation, donates \$5,000 annually to fund this program.

The original program application guidelines were created based on the organizations that attended a grant-writing workshop by the City. These guidelines were restrictive and are no longer applicable to the types of organizations requesting financial assistance. Additionally, in the past two fiscal years of the programs, we have had to extend the application deadline as few organizations qualified under the restrictive guidelines. Staff would like to make minor changes to the application guidelines to allow more organizations with financial needs to qualify for the program.

Under the original program, applicants had to submit a report of their expenditures of grant funds to the city manager to review. The City Manager determined whether the funds were expended in accordance with the application and program guidelines. The reports were then sent to Council for review and approval and at this time the funds would be given to the applicant (at the end of the fiscal year program). In FY 03-04, Council, after a request from a grant applicant, changed the guidelines so that grant funds would be given to the grant applicant at the time of Council review and approval of funding for the applicant (at the beginning of the fiscal year program). The requirement for Council to review and approve the final reports is not required under Council Policy 401 and we would like to remove this requirement from the key dates and allow the City Manager to be the reviewing and approving authority for expenditures.

**FISCAL IMPACT**

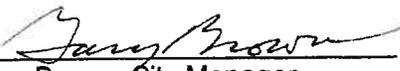
Funding provided by a donation from Edco Disposal Corporation.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Not a project as defined by CEQA.

**CITY MANAGER'S RECOMMENDATION**

Approve the changes to the Program Application Guidelines for FY 2005-2006, the key dates

  
Gary Brown, City Manager

Attachments:

1. City of Imperial Beach Council Policy 401
2. Resolution #94-4413
3. 2006-2007 Application Form and Guidelines – with red line changes and without
4. Key Dates for 2006-2007 with red line changes and without

**Item No. 6.3**

**NO ITEM**



**STAFF REPORT  
CITY OF IMPERIAL BEACH/  
REDEVELOPMENT AGENCY**

**TO:** HONORABLE MAYOR AND CITY COUNCIL AND REDEVELOPMENT AGENCY

**FROM:** GARY R. BROWN, CITY MANAGER & EXECUTIVE DIRECTOR

**MEETING DATE:** FEBRUARY 16, 2011

**ORIGINATING DEPT.:** FINANCE DEPARTMENT

**SUBJECT:** ADOPTION OF RESOLUTION NOS. 2011-7005 AND R-11-246 AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR TO ENTER INTO A COOPERATION AGREEMENT AND NECESSARY SECURITY INSTRUMENTS BETWEEN THE CITY OF IMPERIAL BEACH AND THE REDEVELOPMENT AGENCY FOR PAYMENTS OF CERTAIN COSTS ASSOCIATED WITH CERTAIN REDEVELOPMENT AGENCY FUNDED PROJECTS

**BACKGROUND:**

On January 26, 2011, the City Council and Agency Board authorized the City Manager and Executive Director to enter into a cooperation agreement between the City and Agency so that the City can implement certain Agency-funded projects. On January 26, 2011, the City Council/Agency Board also approved the following list of projects that would be included in the Cooperation Agreement:

**SCHEDULE OF PROJECTS**  
(\$ in millions)

		<u>Total</u>
Priority Projects:		
Streets Phase 3	Improvements to primarily Seacoast Drive from Daisy to I.B. Blvd.	\$2.0
Street Improvements	Provides funding for street improvements, curbs and gutters, intersections, sidewalks, and other traffic calming measures	\$4.0
Highway 75 Improvements	Improvements to allow access to approximately 60,000 square feet of retail/commercial space.	\$2.0

Property Acquisition	Potential acquisition of property such as the airport property	\$2.0
Storm Drain Intercept	Install a storm drainage interceptor at 8th and Calla to catch debris.	\$0.2
Elm Ave. Undergrounding	New lighting for project undergrounding of utility lines at Elm Ave west of 7th Street and 7th Street from Encina to Palm Ave.	\$0.2
Sand Replenishment	Funds for new sand to offset beach erosion	\$0.2
Bikeway Village Environmental	Environmental documents for potential future bikeway amenities	\$0.1
Bayshore Bikeway Access	City portion of grant to improve bayshore bikeway public access	\$0.3
Skatepark Fence	Perimeter fence around new Skatepark in Sports Park	\$0.1
<b>Total Priority Projects</b>		<b>\$11.1</b>

Other Projects:

Dirt Alley Improvements		\$2.6
Asphalt Alley Improvements		\$1.5
Marina Vista Master Plan	Various Improvements suggested in the Master Plan	\$0.1
Ecotourism Signage	Improvements to increase visitors to Imperial Beach.	\$0.1
Sports Park Master Plan		\$0.2
Bayside Master Plan	Design of neighborhood master plan in the Bayside Neighborhood	\$0.2
Tennis Courts	Recreation Improvements	\$0.2
Palm Avenue Corridor	Improvements as suggested in master plan to create a viable commercial corridor	\$5.0

At the meeting on January 26, 2011, the City/Agency was provided with a last minute agenda item listing the above projects along with a few others. The City/Agency, however, was also advised that projects affecting private or non-City/Agency property would not be included on the above list of projects. Therefore, the Façade Improvement Plan, the Starlight/El Camino Rehab and the Library Expansion were removed from the above list.

This item was previously scheduled for the Special Meeting on February 9, 2011, but was continued to the meeting of February 16, 2011.

**CURRENT CONSIDERATION:**

Agency Special Counsel has recommended evidencing and securing the Agency's obligations under the Cooperation Agreement with certain security instruments which will be attachments to the Cooperation Agreement, including an option for the City to purchase Agency property located at 9<sup>th</sup> and Palm so that the City can carry out improvements along Highway 75. Therefore, if the attached resolutions are approved, the City Manager and Executive Director will be authorized to execute the necessary security instruments.

**FISCAL IMPACT:**

The Council has approximately \$11.4 million of available bond proceeds to address the projects approved on January 26, 2011. Repayment by the Agency for the delivery of these public improvement projects by the City will occur as the services are delivered. New tax exempt bond proceeds are to be utilized in less than 5 years.

**DEPARTMENT RECOMMENDATION:**

That the City Council and Redevelopment Agency adopt resolution numbers 2011-7005 and R-11-241 authorizing the City Manager/Executive Director to (1) finalize and execute the Cooperation Agreement and any necessary security instruments with the assistance of legal counsel and (2) take all further actions necessary to carry out the intent of the agreement.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



---

Gary R. Brown, City Manager/Executive Director

**Attachments:**

1. City Council Resolution No. 2011-7005
2. Redevelopment Agency Resolution No. R-11-246
3. Revised Cooperation Agreement

**RESOLUTION NO. 2011-7005**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH AUTHORIZING THE CITY OF IMPERIAL BEACH TO ENTER INTO A COOPERATION AGREEMENT WITH THE IMPERIAL BEACH REDEVELOPMENT AGENCY AND MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATED THERETO**

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

**WHEREAS**, the Redevelopment Plan was subsequently amended on July 18, 2001 by Ordinance No. 2001-70 (the "First Amendment") to add territory to the Project Area, and on December 20, 2006 by Ordinance No. 2006-1050 (the "Second Amendment") to make certain clarifications, and on March 5, 2008 by Ordinance No. 2008-1066 (the "Third Amendment") to extend the Agency's eminent domain authority; and

**WHEREAS**, Redevelopment Plan, as amended by the First Amendment, the Second Amendment and the Third Amendment shall be referred to herein as the "Redevelopment Plan"; and

**WHEREAS**, the Redevelopment Plan results in the allocation of taxes from the Project Area to the Imperial Beach Redevelopment Agency (the "Agency") for purposes of redevelopment; and

**WHEREAS**, the intent of the Redevelopment Plan is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area; and to increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Redevelopment Project Area; and to take all other necessary actions to implement the Redevelopment Plans for the Project Area and to expend tax increment to accomplish the goals and objectives of the respective redevelopment projects; and

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

**WHEREAS**, the City of Imperial Beach (the "City") and the Agency wish to cooperate with one another to bring about the redevelopment of the Project Area and accomplish various tasks set forth in the Redevelopment Plan and the Implementation Plan; and

**WHEREAS**, pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) (the "CRL") certain public bodies, including the City, may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

**WHEREAS**, the City Council considered a list of public projects within the Project Area as identified Exhibit 1 to the Staff Report dated January 26, 2011, which was presented to the City Council for consideration at the regular meeting of the City Council on January 26, 2011; and

**WHEREAS**, the Agency has selected certain projects on the list ("Projects"), to be considered as priorities necessary to carry out the Redevelopment Plan and Implementation Plan; and

**WHEREAS**, on January 26, 2011, the City and the Agency authorized the City Manager and Executive Director to enter into a Cooperation Agreement (the "Agreement") to provide for implementation of the Projects under which payments will be made by the Agency to the City as otherwise necessary to reimburse the City for the cost to the City of installing and constructing the Projects; and

**WHEREAS**, Agency Special Counsel has recommended evidencing and securing the Agency's obligations under the Cooperation Agreement with certain security instruments which are attachments to the Cooperation Agreement, including an option for the City to purchase Agency property located at 9<sup>th</sup> and Palm so that the City can carry out improvements along Highway 75; and

**WHEREAS**, the programs and activities associated with the Projects include, but are not limited to, acquisition and disposition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing and new construction or rehabilitation; and

**WHEREAS**, to carry out the Projects in accordance with the objectives and purposes of the Redevelopment Plan for the Project Area and the Implementation Plan, the Agency desires assistance and cooperation in the implementation and completion of the Projects; and

**WHEREAS**, the City wishes to enter into the Agreement with the Agency to aid the Agency and cooperate with the Agency to expeditiously implement the Projects in accordance with the Redevelopment Plans for the Project Area and the Implementation Plan and undertake and complete all actions necessary or appropriate to ensure that the objectives of the Redevelopment Plan for the Project Area and the Implementation Plan are fulfilled within the time effectiveness of the Project Area; and

**WHEREAS**, in considering the Agency's desire to ensure timely implementation and completion of the Projects, the City wishes to enter into the Agreement with the Agency for the pledge of net available tax increment; and/or bond proceeds secured by a pledge of net available tax increment to finance the Projects. The purpose of the Agreement is to facilitate the implementation of the Projects and to provide funding necessary to effectuate the completion of the Projects with net available tax increment and/or bond proceeds in this current fiscal year and forthcoming fiscal years; and

**WHEREAS**, net available tax increment is defined as any tax increment, net of existing debt service payments, and existing contractual obligations received by the Agency or any lawful successor of the Agency and/or to any of the powers and rights of the Agency pursuant to any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. The pledge of net available tax increment will constitute obligations to make payments authorized and incurred pursuant to Section 33445 of the CRL and other applicable statutes. The obligations set forth in the Agreement will be contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies; and

**WHEREAS**, by approving and entering into the Agreement, the Agency will approve the pledge of net available tax increment from the Project Area and/or bond proceeds to pay for the Projects. In the event that additional funds are required in order to make the Agency payments to the City required by the Agreement, the Agency shall make such payments from income received by the Agency from its projects and programs or any other additional funds available to it; and

**WHEREAS**, the obligations of the Agency under the Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan for the Project Area; and

**WHEREAS**, it is in the best interests of the City and for the common benefit of residents, employees, business tenants and property owners within the Project Area and the City as a whole for the Projects to be developed and constructed in accordance with the Agreement; and

**WHEREAS**, the Agreement shall require City to comply with Public Resources Code sections 21000 *et seq.* ("CEQA") before undertaking each Project and, pursuant to CEQA Guideline Section 15378(b)(4), approval of the Agreement is not a project subject to the California Environmental Quality Act ("CEQA"), because the Agreement consists of the creation of a governmental funding mechanism for various public improvements, and environmental review required by CEQA shall be completed prior to the commencement of any public improvement listed in the Agreement; 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 DOES HEREBY RESOLVE, as follows:

Section 1. The City Council has received and heard all oral and written objections to the proposed payments by the Agency to the City for the Projects described in Exhibit 1 to the agreement, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 2. The City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 3. Based on the evidence in the record, the City Council hereby finds and determines, with respect to the Projects that are publicly owned and are located in or contiguous to the Project Area as identified in Exhibit 1 to the agreement, that:

- (a) Said Projects and the programs and activities associated therewith are of benefit to the Project Area by helping to eliminate blight within the Project Area or providing housing for low- or moderate income persons; and
- (b) No other reasonable means of financing said Projects and the programs and activities associated therewith are available to the community; and
- (c) The payment of funds by the Agency for the costs related to said Projects and the programs and activities associated therewith is consistent with the respective Implementation Plan adopted pursuant to Section 33490 of the CRL.

Section 4. The City Manager, or designee, is hereby authorized to draft and execute the Agreement on behalf of the City, subject to the approval as to form by the City Attorney.

Section 5. The City Manager, or designee, is hereby authorized, on behalf of the City, to sign all documents necessary and appropriate to carry out and implement the Agreement, including, without limitation, any security instruments to be recorded against Agency assets to secure the Agency's obligations under the Cooperation Agreement, and to administer the City's obligations, responsibilities and duties to be performed under the Agreement.

Section 6. In the event the Agency desires to issue bonds, notes, or other instruments of indebtedness of the Agency to carry out redevelopment projects, then any indebtedness of the Agency to the City, including any interest accrued thereon, shall be deemed not to be a first pledge of tax increment allocations received by the Agency pursuant to Section 33670 of the CRL; and any indebtedness of the Agency to the City, including any interest accrued thereon, shall be subordinate to any pledge of tax increments to bondholders or the holders of other such instruments of indebtedness.

Section 7. The City Manager shall ensure conformance with CEQA prior to undertaking each Project.

Section 8. This Resolution shall take effect immediately upon its adoption.

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

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

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

**ATTEST:**

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

**RESOLUTION NO. R-11-246****RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A COOPERATION AGREEMENT WITH CITY AND MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATED THERETO**

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

**WHEREAS**, the Redevelopment Plan was subsequently amended on July 18, 2001 by Ordinance No. 2001-70 (the "First Amendment") to add territory to the Project Area, and on December 20, 2006 by Ordinance No. 2006-1050 (the "Second Amendment") to make certain clarifications, and on March 5, 2008 by Ordinance No. 2008-1066 (the "Third Amendment") to extend the Agency's eminent domain authority; and

**WHEREAS**, the Redevelopment Plan, as amended by the First Amendment, the Second Amendment and the Third Amendment, shall be referred to herein as the "Redevelopment Plan"; and

**WHEREAS**, the Redevelopment Plan results in the allocation of taxes from the Project Area to the Imperial Beach Redevelopment Agency (the "Agency") for purposes of redevelopment; and

**WHEREAS**, the intent of the Redevelopment Plan is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area; and to increase, improve and preserve the community's supply of low and moderate income housing; and to take all other necessary actions to implement the Redevelopment Plan for the Project Area and to expend tax increment to accomplish the goals and objectives of the respective redevelopment projects; and

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

**WHEREAS**, the City of Imperial Beach (the "City") and the Agency wish to cooperate with one another to bring about the redevelopment of the Project Area and accomplish various tasks set forth in the Redevelopment Plan and the Implementation Plan; and

**WHEREAS**, pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) (the "CRL") certain public bodies, including the City, may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

**WHEREAS**, the Agency considered a list of public projects within the Project Area, as identified in Exhibit 1 of the Staff Report, dated January 26, 2011, which was presented to the Agency Board for consideration at the regular meeting of the Agency Board on January 26, 2011; and

**WHEREAS**, the Agency has selected certain projects on the list ("Projects"), to be considered as priorities necessary to carry out the Redevelopment Plan and Implementation Plan; and

**WHEREAS**, on January 26, 2011, the Agency and City authorized the City Manager and Executive Director to enter into a Cooperation Agreement (the "Agreement") to provide for implementation of the Projects, under which payments will be made by the Agency to the City as otherwise necessary to reimburse the City for the cost to the City of installing and constructing the Projects; and

**WHEREAS**, Agency Special Counsel has recommended evidencing and securing the Agency's obligations under the Cooperation Agreement with certain security instruments which are attachments to the Cooperation Agreement, including an option for the City to purchase Agency property located at 9<sup>th</sup> and Palm so that the City can carry out improvements along Highway 75; and

**WHEREAS**, the programs and activities associated with the Projects include, but are not limited to, acquisition and disposition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing and new construction or rehabilitation; and

**WHEREAS**, to carry out the Projects in accordance with the objectives and purposes of the Redevelopment Plan for the Project Area and the Implementation Plan, the Agency desires assistance and cooperation in the implementation and completion of the Projects; and

**WHEREAS**, the City wishes to enter into the Agreement with the Agency to aid the Agency and cooperate with the Agency to expeditiously implement the Projects in accordance with the Redevelopment Plan for the Project Area and the Implementation Plan and undertake and complete all actions necessary or appropriate to ensure that the objectives of the Redevelopment Plan for the Project Area and the Implementation Plan are fulfilled within the time effectiveness of the Project Area; and

**WHEREAS**, in considering the Agency's desire to ensure timely implementation and completion of the Projects, the Agency wishes to enter into the Agreement with the City for the pledge of net available tax increment and/or bond proceeds secured by a pledge of net available tax increment to finance the Projects. The purpose of the Agreement is to facilitate the implementation of the Projects and to provide funding necessary to effectuate the completion of the Projects with net available tax increment and/or bond proceeds in this current fiscal year and forthcoming fiscal years; and

**WHEREAS**, net available tax increment is defined as any tax increment, net of existing debt service payments, and existing contractual obligations received by the Agency or any lawful successor of the Agency and/or to any of the powers and rights of the Agency pursuant to any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. The pledge of net available tax increment will constitute obligations to make payments authorized and incurred pursuant to Section 33445 of the CRL and other applicable statutes. The obligations set forth in the Agreement will be contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies; and

**WHEREAS**, by approving and entering into the Agreement, the Agency will approve the pledge of net available tax increment from the Project Area and/or bond proceeds to pay for the Projects. In the event that additional funds are required in order to make the Agency payments to the City required by the Agreement, the Agency shall make such payments

from income received by the Agency from its projects and programs or any other additional funds available to it; and

**WHEREAS**, the obligations of the Agency under the Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan for the Project Area; and

**WHEREAS**, it is in the best interests of the City and for the common benefit of residents, employees, business tenants and property owners within the Project Area and the City as a whole for the Projects to be developed and constructed in accordance with the Agreement; and

**WHEREAS**, the Agreement shall require the City to comply with Public Resources Code sections 21000 *et seq.* ("CEQA") before undertaking each Project and, pursuant to CEQA Guideline Section 15378(b)(4), approval of the Agreement is not a project subject to the California Environmental Quality Act ("CEQA"), and environmental review required by CEQA shall be completed prior to the commencement of any public improvement listed in the Agreement; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Imperial Beach Redevelopment Agency DOES HEREBY RESOLVE, as follows:

Section 1. The Agency has received and heard all oral and written objections to the proposed payments by the Agency to the City for the Projects as described in Exhibit 1 to the agreement, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 2. The Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 3. Based on the evidence in the record, the Agency hereby finds and determines, with respect to the Projects that are publicly owned and are located in or contiguous to the Project Area as identified in Exhibit 1 attached to the agreement, that:

- (a) Said Projects and the programs and activities associated therewith are of benefit to the Project Area by helping to eliminate blight within the Project Area or providing housing for low- or moderate income persons; and
- (b) No other reasonable means of financing said Projects and the programs and activities associated therewith are available to the community; and
- (c) The payment of funds by the Agency for the costs related to said Projects and the programs and activities associated therewith is consistent with the respective Implementation Plan adopted pursuant to Section 33490 of the CRL.

Section 4. The Agency Executive Director, or designee, is hereby authorized to draft and execute the Agreement on behalf of the Agency, subject to approval as to form by the Agency's General and Special Counsel.

Section 5. The Agency Executive Director, or designee, is hereby authorized, on behalf of the Agency, to sign all documents necessary and appropriate to carry out and implement the Agreement, including, without limitation, any security instruments to be recorded against Agency assets to secure the Agency's obligations under the Cooperation Agreement, and to administer the Agency's obligations, responsibilities and duties to be performed under the Agreement.

Section 6. In the event the Agency desires to issue bonds, notes, or other instruments of indebtedness of the Agency to carry out redevelopment projects, then any indebtedness of the Agency to the City, including any interest accrued thereon, shall be deemed not to be a first pledge of tax increment allocations received by the Agency

pursuant to Section 33670 of the CRL; and any indebtedness of the Agency to the City, including any interest accrued thereon, shall be subordinate to any pledge of tax increments to bondholders or the holders of other such instruments of indebtedness.

Section 7. This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED, AND ADOPTED** by the Imperial Beach Redevelopment Agency at its meeting held on the 16<sup>th</sup> day of February 2011, by the following vote:

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

JAMES C. JANNEY, MAYOR

**ATTEST:**

JACQUELINE M. HALD, CMC  
CITY CLERK

**COOPERATION AGREEMENT  
FOR PAYMENT OF COSTS ASSOCIATED WITH CERTAIN REDEVELOPMENT  
AGENCY FUNDED PROJECTS**

**THIS COOPERATION AGREEMENT** (this "**Agreement**") is entered into this \_\_\_\_\_ day of February, 2011, by and between the CITY OF IMPERIAL BEACH (the "**City**") and the REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH (the "**Agency**"), with reference to the following facts:

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

B. The intent of the Redevelopment Plan is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area; and to increase, improve and preserve the community's supply of low and moderate income housing; and to take all other necessary actions to implement the Redevelopment Plan and to expend tax increment to accomplish the goals and objectives of the Redevelopment Plan.

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

D. Pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) (the "**CRL**"), certain public bodies, including the City may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Collectively, the projects associated with this Agreement are listed in the attached Exhibit 1, which are incorporated herein by this reference (the "**Projects**"). The programs and activities associated with the Projects include but are not limited to acquisition and disposition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing and new construction or rehabilitation. To carry out the Projects in accordance with the objectives and purposes of the Redevelopment Plan for the Project Area and the Implementation Plan, the Agency desires assistance and cooperation in the implementation and completion of the Projects. The City agrees to aid the Agency and cooperate

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with the Agency to expeditiously implement the Projects in accordance with the Redevelopment Plan and the Implementation Plan and undertake and complete all actions necessary or appropriate to ensure that the objectives of the Redevelopment Plan and the Implementation Plan are fulfilled within the time effectiveness of the Project Area.

E. In considering the Agency's desire to ensure timely implementation and completion of the Projects, the Agency wishes to enter into this Agreement with the City for the pledge of net available tax increment and/or bond proceeds secured by a pledge of net available tax increment ("**Bond Proceeds**") to finance the Projects. The purpose of this Agreement is to facilitate the implementation of the Projects and to provide funding necessary to effectuate the completion of the Projects with net available tax increment in this current fiscal year and forthcoming fiscal years.

F. Net available tax increment is defined as any tax increment, is defined as any tax increment generated from the Project Area, net of any amount required by the CRL to be set aside for purposes of increasing, improving or preserving the City's supply of low and moderate housing, any amounts paid to affected taxing agencies whether by statute or agreement and any amounts paid to the State of California or the County of San Diego as required by statute or agreement, existing debt service payments, and existing contractual obligations received by the Agency or any lawful successor of the Agency and/or to any of the powers and rights of the Agency pursuant to any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. The pledge of net available tax increment will constitute obligations to make payments authorized and incurred pursuant to Section 33445 and other applicable statutes. The obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

G. The City Council and the Agency by resolution have each found that the use of Agency redevelopment funding for the publicly owned improvements included in the Projects is in accordance with Section 33445 of the CRL and other applicable law. The said City Council and Agency resolutions are each based on the authority of the Agency, with the consent of the City Council, to pay all or part of the cost of the installation and construction of any building, facility, structure, or other improvements which is publicly owned either within or outside a Project Area, if the City Council makes certain determinations.

H. By approving and entering into this Agreement, the Agency has approved the pledge of net available tax increment and/or Bond Proceeds from the Project Area to pay for the Projects.

I. The obligations of the Agency under this Agreement shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plan for the Project Area.

J. Pursuant to State CEQA Guidelines Section 15378(b)(4), approval of the Agreement is not a project subject to the California Environmental Quality Act ("CEQA"), because this Agreement consists of the creation of a governmental funding mechanism for various public improvements, and environmental review required by CEQA shall be completed prior to the commencement of any Projects contained in Exhibit No. 1.

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

**I. INTRODUCTORY PROVISIONS**

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

**II. AGENCY'S OBLIGATIONS**

1. The Projects are those projects which are listed on the attached Exhibit 1. The Agency agrees to pay to the City an amount equal to the cost to the City to carry out the Projects ("**Payment Obligation**"), including without limitation all costs incurred by the City for the planning, acquisition and disposition, financing, development, permitting, design, site testing, bidding, construction and construction management of the Projects. The Agency's Payment Obligation shall be evidenced by a Promissory Note substantially in form attached hereto as Exhibit 4, and secured by a Deed of Trust, substantially in form attached hereto as Exhibit 5 and, a Pledge Agreement, substantially in form attached hereto as Exhibit 6, and UCC-1 Financing Statement, substantially in form attached hereto as Exhibit 7. Concurrently herewith, Agency and City shall execute an Option Agreement (including Memorandum of Option Agreement) substantially in form attached hereto as Exhibit 8. The Deed of Trust and Memorandum of Option Agreement shall be recorded against those certain real properties owned by the Agency and identified in the list attached hereto as Exhibit 9 (collectively, the "**Agency Properties**"), within thirty (30) days of execution of this Agreement. The Option Agreement shall give City an option to purchase the Agency Properties ("**Option**"). In the event that City exercises said Option, Agency shall receive a credit against any amounts owed to City the Payment Obligation in the amount of the Purchase Price, as set forth in the Option Agreement. The Agency's obligations under this Agreement, including without limitation the Agency's obligation to make the payments to the City required by this Agreement, shall constitute an indebtedness of the Agency for the purpose of carrying out the redevelopment of the Project Area and are obligations to make payments authorized and incurred pursuant to Section 33445 of the CRL and other applicable statutes. The obligations of the Agency set forth in this Agreement are contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

2. The obligations of Agency under this Agreement shall be payable out of net available tax increment, as defined in the above recitals and/or as defined or provided for in any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, levied by or for the benefit of taxing agencies in the Project Area, and allocated to the Agency and/or any lawful successor entity of the Agency and/or any entity established by law to carry out any of the redevelopment Plan for the Project Area and/or expend tax increment or pay indebtedness of the Agency to be repaid with tax increment, pursuant to Section 33670 of the CRL or any applicable constitutional provision, statute or other provision of law now existing or adopted in the future, in amounts not less than those set forth in the Payment Schedule attached hereto as Exhibit 2 and incorporated herein by this reference. In the event that additional funds are required in order to make the Agency payments to the City required by this Agreement, the Agency shall make such payments from income received by the Agency from its projects and programs or any other additional funds available to it.

3. The indebtedness of Agency under this Agreement shall be subordinate to the rights of the holder or holders of any existing bonds, notes or other instruments of indebtedness (all referred to herein as “indebtedness”) of the Agency incurred or issued to finance the Project Area, including without limitation any pledge of tax increment revenues from the Project Area to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by Agency with respect to the Project Area. In the event that City exercises the Option, the Agency Properties may be used, leased or sold by the City for any municipal purposes, including affordable housing and public improvements, in conformance with the Redevelopment Plan.

4. All payments due to be made by the Agency to the City under this Agreement shall be made by the Agency in accordance with the schedule set forth in Exhibit 2 and as otherwise necessary to reimburse the City for the cost to the City of performing its obligations hereunder. City shall provide Agency with a quarterly report accompanied by evidence reasonably satisfactory to the Agency’s Executive Director that the City has progressed in the development and construction of the Project for which payment is made by the Agency commensurate with such payments and has incurred costs or obligations to make payments equal to or greater than such amount.

### **III. CITY’S OBLIGATIONS**

1. The City shall accept any funds offered by the Agency pursuant to this Agreement and shall devote those funds to completion of the Projects by (i) reimbursing the City or using such funds to make City expenditures to perform the work required to carry out and complete the Projects; (ii) utilizing such funds to pay debt service on bonds or other indebtedness or obligations that the City has or will incur for such purposes; and/or paying such funds into a special fund of the City to be held and expended only for the purpose of satisfying the obligations of the City hereunder.

2. It is the responsibility of City to pay all development and construction costs in connection with the Projects from funds paid to the City by the Agency under this Agreement. This Agreement does not obligate the City to commit any General Fund monies towards the Projects.

3. The City shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA before undertaking each Project, and shall timely complete the work required for each Project in accordance with the Schedule of Performance attached hereto as Exhibit 3 and incorporated herein by this reference. The City is not required to commence an individual project unless the Agency has paid the City the total amount required to complete the project or at least a severable phase thereof.

### **IV. LIABILITY AND INDEMNIFICATION**

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In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code section 895.2.

#### **V. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS**

1. This Agreement shall be executed in triplicate originals, each of which is deemed to be an original. This Agreement consists of six (6) pages and three (3) Exhibits, which constitute the entire understanding and agreement of the parties.

2. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

3. This Agreement is intended solely for the benefit of the City and the Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Agency, there shall be no third party beneficiaries under this Agreement.

4. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

#### **VI. SEVERABILITY**

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

#### **VII. DEFAULT**

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be

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available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

#### **VIII. BINDING ON SUCCESSORS**

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

#### **IX. CONSULTATION; MODIFICATION OF PROJECTS**

The Agency and the City shall confer periodically to establish priorities and timing for funding and completion of the various Projects, to review the scope and design of each Project, and to determine any mutually acceptable modifications in the cost estimates and budgets for the various Projects. The City and Agency may modify Exhibit No. 1 from time to time: to provide for the use of additional federal, state and local funds; to account for unexpected revenues, whether greater or lesser; to modify, add, or delete a Project; to modify the cost estimate for individual Projects; to maintain consistency with the City's General Plan or the Redevelopment Plans; or to take into consideration unforeseen circumstances, including without limitation circumstances that may come to light as a result of subsequent environmental review required by CEQA. Exhibit No. 1 may be modified by the City Manager on behalf of the City and the Executive Director on behalf of the Agency; provided, however, in no event shall the total funds to be paid by the Agency to the City exceed the amounts as listed on Exhibit No. 2 without a formal amendment of this Agreement approved by the City Council and the Agency Board; and, provided further, however, that any addition of a project shall be conditioned upon the making of all required CRL findings and CEQA findings by the City Council and the Agency Board in their policy discretion.

*[Signatures on the following pages]*

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

CITY OF IMPERIAL BEACH

By: \_\_\_\_\_  
Gary Brown  
City Manager

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald  
City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Jennifer Lyon  
City Attorney

IMPERIAL BEACH REDEVELOPMENT  
AGENCY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James C. Janney  
Agency Chair

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald  
Secretary of the Redevelopment Agency  
Of the City of Imperial Beach

APPROVED AS TO FORM

By: \_\_\_\_\_  
Jennifer Lyon  
Agency General Counsel

KANE, BALLMER & BERKMAN

By: \_\_\_\_\_  
Susan Y. Cola  
Agency Special Counsel

**EXHIBIT 1  
SCHEDULE OF PROJECTS**

**EXHIBIT 1  
SCHEDULE OF PROJECTS  
(\$ in Millions)**

		<u>Total</u>
Priority Projects:		
Streets Phase 3	Improvements to primarily Seacoast Drive from Daisy to I.B. Blvd.	\$2.0
Street Improvements	Provides funding for street improvements, curbs and gutters, intersections, sidewalks, and other traffic calming measures	\$4.0
Highway 75 Improvements	Improvements to allow access to approximately 60,000 square feet of retail/commercial space.	\$2.0
Property Acquisition	Potential acquisition of property such as the airport property	\$2.0
Storm Drain Intercept	Install a storm drainage interceptor at 8th and Calla to catch debris.	\$0.2
Elm Ave. Undergrounding	New lighting for project undergrounding of utility lines at Elm Ave west of 7th Street and 7th Street from Encina to Palm Ave.	\$0.2
Sand Replenishment	Funds for new sand to offset beach erosion	\$0.2
Bikeway Village Environmental	Environmental documents for potential future bikeway amenities	\$0.1
Bayshore Bikeway Access	City portion of grant to improve Bayshore bikeway public access	\$0.3
Skatepark Fence	Perimeter fence around new Skatepark in Sports Park	\$0.1
<b>Total Priority Projects</b>		<u>\$11.1</u>
Other Projects:		
Dirt Alley Improvements		\$2.6
Asphalt Alley Improvements		\$1.5
Marina Vista Master Plan	Various Improvements suggested in the Master Plan	\$0.1

**Attachment 3**

Ecotourism Signage	Improvements to increase visitors to Imperial Beach.	\$0.1
Sports Park Master Plan		\$0.2
Bayside Master Plan	Design of neighborhood master plan in the Bayside Neighborhood	\$0.2
Tennis Courts	Recreation Improvements	\$0.2
Palm Avenue Corridor	Improvements as suggested in master plan to create a viable commercial corridor	\$5.0

**EXHIBIT 2****PAYMENT SCHEDULE**

(\$ in Millions)	<b>Yr 1</b>	<b>Yr 2</b>	<b>Yr 3</b>	<b>Yr 4</b>	<b>Yr 5</b>
Payment Schedule	\$6.0	\$3.5	\$0.6	\$0.5	\$0.5

The total amount of payments shall be modified in Year 5 to reflect full payment of all accrued interest during the term of the Note.

**EXHIBIT 3  
SCHEDULE OF PERFORMANCE**

**EXHIBIT 3  
SCHEDULE OF PERFORMANCE**

	<u>Years to Complete</u>
<b>Priority Projects:</b>	
Streets Phase 3	3
Street Improvements	4
Highway 75 Improvements	5
Property Acquisition	3
Storm Drain Intercept	3
Elm Ave. Undergrounding	3
Sand Replenishment	5
Bikeway Village Environmental	5
Bayshore Bikeway Access	5
Skatepark Fence	2
<b>Other Projects:</b>	
Dirt Alley Improvements	5
Asphalt Alley Improvements	5
Marina Vista Master Plan	5
Ecotourism Signage	5
Sports Park Master Plan	5
Bayside Master Plan	5
Tennis Courts	5
Palm Avenue Corridor	5

**EXHIBIT 4**

**PROMISSORY NOTE**  
**[behind this page]**

**EXHIBIT 4**  
**PROMISSORY NOTE**

**TO THE CITY OF IMPERIAL BEACH**

**SECURED BY A DEED OF TRUST AND ASSIGNMENT OF RENTS**

7.00% Interest  
\$ \_\_\_\_\_

Imperial Beach, California  
Date: February \_\_, 2011

FOR VALUE RECEIVED, the REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL CITY, a public body, corporate and politic (the "Agency" or "Borrower") hereby promises to pay to the CITY OF IMPERIAL BEACH, a California municipal corporation (the "City" or "Lender") the principal amount of ELEVEN MILLION ONE HUNDRED THOUSAND DOLLARS and No/100 Cents (\$11,100,000.00) (the "City Loan") together with interest on the unpaid principal balance from time to time outstanding at an annual rate of seven percent (7%).

The Agency, acting to carry out its public purposes of executing and implementing the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area (the "Project Area") under the Community Redevelopment Law, borrowed from the City the City Loan on a long-term basis. This promissory note (the "Note") evidences the City Loan to the Agency, and is given by the Agency pursuant to the Community Redevelopment Law and that certain Cooperation Agreement, dated \_\_\_\_\_ 2011, by and between the City and Agency (referred to herein as the "Cooperation Agreement"). The Cooperation Agreement is a public record on file in the offices of the Agency and the City, and the provisions of said document are incorporated herein by this reference..

1. Definitions. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Cooperation Agreement. In addition, the following terms shall have the following meanings:

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

“City Loan” shall mean the long-term loan made by the City to the Agency pursuant to the Community Redevelopment Law and the Cooperation Agreement in the principal amount of ELEVEN MILLION ONE HUNDRED THOUSAND DOLLARS and No/100 Cents (\$11,100,000.00) , which is evidenced by this Note.

“Community Redevelopment Law” shall mean the Community Redevelopment Law of the State of California set forth at California Health and Safety Code Section 33000 et seq.

“Net Available Tax Increment Revenue” shall mean any tax increment (defined as any tax increment generated from the Project Area), net of any amount required by the CRL to be set aside for purposes of increasing, improving or preserving the City’s supply of low and moderate housing, any amounts paid to affected taxing agencies whether by statute or agreement and any amounts paid to the State of California or the County of San Diego as required by statute or agreement, existing debt service payments, and existing contractual obligations received by the Agency or any lawful successor of the Agency and/or to any of the powers and rights of the Agency pursuant to any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. The pledge of net available tax increment will constitute obligations to make payments authorized and incurred pursuant to Section 33445 and other applicable statutes. The obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies.

“Person” means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other entity, domestic or foreign.

“Tax Increment Revenue” means the portion of property tax revenues from the increase in assessed value of real property within the Project Area that has occurred after adoption of the Redevelopment Plan for the Project Area received by the Agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, its activities in the Project Area.

“Term” of this Note shall mean the period of time five (5) years following the execution of this Note by the Agency which execution date shall constitute the “Effective Date” of this Note.

“Transfer” shall have the meaning set forth in Section 9 of this Note.

2. This Note evidences the obligation of the Agency to the City for the repayment of the City Loan.

3. This Note is payable at the principal office of the City, 825 Imperial Beach Boulevard, Imperial Beach, California, 91932, or at such other place as the holder hereof may inform the Agency, in writing, in lawful money of the United States.

4. This Note shall be secured by the Agency's pledge of Net Available Tax Increment Revenue as provided in the Cooperation Agreement, the Agency Deed of Trust (Exhibit 5 to the Cooperation Agreement), Pledge Agreement (Exhibit 6 to the Cooperation Agreement), and UCC-1 Financing Statement (Exhibit 7 to the Cooperation Agreement).

5. This Note shall bear interest at the rate of seven percent (7.00 %) per annum, simple interest, which shall begin to accrue upon disbursement of the City Loan.

6. The indebtedness of the Agency under this Note shall be subordinate to the rights of the holder or holders of any existing bonds, notes and other instruments of indebtedness, and existing contractual indebtedness (all referred to herein as "indebtedness") of the Agency incurred or issued to finance its activities in the Project Area, including without limitation any pledge of tax increment revenues from the Project Area to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any existing bond or bonds issued or sold by the Agency with respect to the Project Area.

7. Prior to the expiration of the fifth (5<sup>th</sup>) anniversary following the Effective Date of this Note, the Agency shall be obligated to repay the City Loan from the Agency's Net Available Tax Increment Revenue, by making annual installment payments based on the Payment Schedule (Exhibit 2 to the Cooperation Agreement). In the event that additional funds are required in order to make the Agency payments to the City required by this Note, the Agency shall make such payments from income received by the Agency from its projects and programs or any other additional funds available to it. All payments to the City shall be applied first to interest, then to reduce the principal amount owed.

8. The entire unpaid principal balance of this Note and any accrued but unpaid interest shall be due and payable immediately in the event that, prior to the fifth anniversary of the Effective Date, there is a default by the Agency under the terms of this Note or the Cooperation Agreement which is not cured within the respective time period provided herein and therein.

9. (a) Prior to the repayment in full of the City Loan, the Agency shall not assign or attempt to assign any right or interest in the Cooperation Agreement (referred to hereinafter as a "Transfer"), without prior written approval of the City. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. The City shall not unreasonably withhold or delay its consent. If consent should be given, any such Transfer shall be subject to this Section 9, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein.

(b) Any such proposed transferee shall have the qualifications and financial responsibility necessary and adequate as may be reasonably determined by the City, to fulfill the obligations undertaken by the Agency in the Cooperation Agreement and this Note. Any such proposed transferee, by instrument in writing satisfactory to the City, for itself and its successors and assigns, and for the benefit of the City shall expressly assume all of the obligations of the Agency under the Cooperation Agreement and agree to be subject to all conditions and restrictions applicable to the Agency in this Note. There shall be submitted to the City for

review all instruments and other legal documents proposed to effect any such Transfer; and if approved by the City its approval shall be indicated to the Agency in writing.

(c) In the absence of specific written agreement by the City, no unauthorized Transfer, or approval thereof by the City, shall be deemed to relieve the Agency or any other party from any obligations under the Cooperation Agreement.

(d) In the event of a Transfer prior to the time the City Loan is paid in full, without the prior written consent of the City, the remaining principal balance of the City Loan and all accrued but unpaid interest shall be immediately due and payable.

(e) As used herein, "Transfer" includes the transfer, assignment, hypothecation or conveyance of legal or beneficial ownership of any interest in the Agency, or any conversion of the Agency to an entity form other than that of the Agency at the time of execution of this Note.

(f) The City shall not unreasonably withhold, condition or delay its approval of any matter for which its approval is required hereunder. Any disapproval shall be in writing and contain the City's reasons for disapproval.

10. Subject to the provisions and limitations of this Section 10, the obligation to repay the City Loan is a nonrecourse obligation of the Agency. Agency officials, employees, agents and attorneys shall not have any personal liability for repayment of the City Loan. The sole recourse of City for repayment of the City Loan shall be the exercise of its rights against the security for the City Loan. Provided, however, that the foregoing shall not (a) constitute a waiver of any obligation evidenced by this Note; (b) limit the right of the City to name the Agency as a party defendant in any action or proceeding hereunder so long as no judgment in the nature of a deficiency judgment shall be asked for or taken against the Agency; (c) release or impair this Note; (d) prevent or in any way hinder the City from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, any other remedy or any other instrument securing the Note or as prescribed by law or in equity in case of default; (e) prevent or in any way hinder the City from exercising, or constitute a defense, an affirmative defense, a counterclaim, or other basis for relief in respect of the exercise of, its remedies in respect of any deposits, insurance proceeds, condemnation awards or other monies or other collateral or letters of credit securing the Note; (f) relieve the Agency of any of its obligations under any indemnity delivered by the Agency to the City; or (g) affect in any way the validity of any guarantee or indemnity from any Person of all or any of the obligations evidenced and secured by this Note. Notwithstanding the first sentence of this paragraph, City may recover directly from the Agency or from any other party:

(a) Any damages, costs and expenses incurred by the City as a result of fraud or any criminal act or acts of the Agency or any member, officer, director or employee of the Agency;

(b) Any damages, costs and expenses incurred by the City as a result of any misappropriation of funds;

(c) All court costs and attorneys' fees reasonably incurred in enforcing or collecting upon any of the foregoing exceptions (provided that the City shall pay to the Agency the Agency's reasonable court costs and attorneys' fees if the Agency is the prevailing party in any such enforcement or collection action).

11. The Agency waives presentment for payment, demand, protest, and notices of dishonor and of protest; the benefits of all waivable exemptions; and all defenses and pleas on the ground of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice. The Agency hereby agrees to pay all costs and expenses, including reasonable attorney's fees, which may be incurred by the holder hereof, in the enforcement of this Note, the Cooperation Agreement or any term or provision thereof.

12. Upon the failure of Agency to perform or observe any other term or provision of this Note, upon any event of acceleration described in Section 8, or upon the occurrence of any other event of default under the terms of the Cooperation Agreement, the holder may exercise its rights or remedies hereunder or thereunder.

13. (a) Subject to the extensions of time set forth in Section 14, and subject to the further provisions of this Section 13, failure or delay by the Agency to perform any material term or provision of this Note or the Cooperation Agreement constitutes a default under this Note.

(b) The City shall give written notice of default to the Agency, specifying the default complained of by the City. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

(c) Any failures or delays by the City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the City in asserting any of its rights and remedies shall not deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

(d) If a monetary event of default occurs under the terms of this Note or the Cooperation Agreement, prior to exercising any remedies hereunder or thereunder, the City shall give to the Agency written notice of such default. The Agency shall have a reasonable period of time after such notice is given within which to cure the default prior to exercise of any remedies by the City under this Note and/or the Cooperation Agreement. In no event shall the City be precluded from exercising any remedies if its security becomes or is about to become materially impaired by any failure to cure a default or the default is not cured within ten (10) calendar days after the notice of default is received or deemed received.

(e) If a non-monetary event of default occurs under the terms of this Note or the Cooperation Agreement, prior to exercising any remedies hereunder or thereunder, the City shall give to the Agency written notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, the Agency shall have such period to effect a cure prior to exercise of any remedies by the City under this Note and/or the Cooperation Agreement. If the default is such that it is not reasonably

capable of being cured within thirty (30) calendar days, and the Agency(i) initiates corrective action within said period, and (ii) diligently and in good faith works to effect a cure as soon as possible, then the Agency shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the City. In no event shall the City be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) calendar days after the notice of default is received or deemed received.

(f) Any notice of default that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice of default that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by Borrower; and any notice of default that is sent by registered or certified mail, postage prepaid, return receipt required, shall be deemed received on the date of receipt thereof.

14. Notwithstanding specific provisions of this Note, the Agency shall not be deemed to be in default for failure to perform any non-monetary performance hereunder where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of the City or any other public or governmental Agency or entity, or any causes beyond the control or without the fault of the Agency ("Force Majeure Event"). An extension of time for any such Force Majeure Event shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause of the Force Majeure Event, if notice by the Agency is sent to the City within thirty (30) calendar days of knowledge of the commencement of such cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Event unless and until the Agency delivers to the City written notice describing the event, its cause, when and how the Agency obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom. The Agency shall deliver such written notice within thirty (30) calendar days after it obtains actual knowledge of the Force Majeure Event. Times of performance under this Note may also be extended in writing by the City and the Agency.

15. If the rights created by this Note shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the remaining obligations shall be completely performed and paid.

16. The Agency shall have the right to prepay the obligation evidenced by this Note, or any part thereof, without penalty.

IN WITNESS WHEREOF, the Agency has executed this Note as of the day and year set forth above.

BORROWER

Attest:

REDEVELOPMENT AGENCY OF THE  
CITY OF IMPERIAL BEACH

By: \_\_\_\_\_  
Jacqueline M. Hald,  
Agency Secretary

By: \_\_\_\_\_  
James C. Janney  
Agency Chair

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jennifer Lyon, Agency Counsel

APPROVED AS TO FORM:  
Kane Ballmer & Berkman

By: \_\_\_\_\_  
Agency Special Counsel

**EXHIBIT 5**

**DEED OF TRUST  
[behind this page]**

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

Recording Requested by and  
When Recorded Mail to:

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

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

[LIST OF APNS FOR PROPERTIES]

**DEED OF TRUST,  
SECURITY AGREEMENT AND FIXTURE FILING  
(WITH ASSIGNMENT OF RENTS)**

This Deed of Trust, Security Agreement and Fixture Filing (With Assignment of Rents)(the "Deed of Trust") is given as of the date signed by the REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, a public body corporate and politic (hereinafter referred to as "Trustor") whose address is 825 Imperial Beach Boulevard, Imperial Beach, California 91932, to First American Title Company, a California corporation (hereinafter called "Trustee"), for the benefit of the CITY OF IMPERIAL BEACH, a municipality (hereinafter called "Beneficiary"), whose address is 825 Imperial Beach Boulevard, Imperial Beach, California 91932.

**Witnesseth:** That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee, its successors and assigns, in trust, with POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION the following properties (the "Trust Estate"):

(a) That certain real property in the City of Imperial Beach, County of San Diego, State of California more particularly described and enumerated in Exhibit "A" attached hereto and by this reference made a part hereof (such interest in real property is hereafter referred to as the "Subject Property");

(b) All buildings, structures and other improvements now or in the future located or to be constructed on the Subject Property (the "Improvements");

(c) all tenements, hereditaments, appurtenances, privileges, franchises and other rights and interests now or in the future benefitting or otherwise relating to the Subject Property or the Improvements, including easements, rights-of-way and development rights (the

“Appurtenances”). (The Appurtenances, together with the Subject Property and the Improvements, are hereafter referred to as the “Real Property”);

(d) subject to the assignment to Beneficiary set forth in Paragraph 4 below, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Trust Estate or the ownership, use, management, operation leasing or occupancy of the Trust Estate, including those past due and unpaid (the “Rents”);

(e) all present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Division 9 of the California Uniform Commercial Code (the “UCC”), and whether existing now or in the future) now or in the future located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, theater equipment, seating, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property, but not including personal property that is donated to Trustor (the “Goods,” and together with the Real Property, the “Property”); and

(f) all present and future right, title and interest of Trustor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written material (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the property or any other part of the Trust Estate, including (to the extent applicable to the Property or any other portion of the Trust Estate) (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies, together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements, and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (viii) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types on intangible personal property of any kind or nature, and (ix) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (collectively the “Intangibles”).

Trustor further grants to Trustee and Beneficiary, pursuant to the UCC, a security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles and all of the Trust Estates described above in which a security interest may be created under the UCC (collectively, the "Personal Property"). This Deed of Trust constitutes a security agreement under the UCC, conveying a security interest in the Personal Property to Trustee and Beneficiary. Trustee and Beneficiary shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a "secured party" under the UCC and other applicable California law. Trustor covenants and agrees that this Deed of Trust constitutes a fixture filing under Sections 9313, 9502 and 14109 of the UCC.

**FOR THE PURPOSE OF SECURING** due, prompt and complete observance, performance and discharge of each and every condition, obligation, covenant and agreement contained herein or contained in that certain promissory note (the "Note"), dated on or about the date hereof, executed by Trustor. The obligations and restrictions set forth in the Note (the "Secured Obligations") and all of their terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modifications or renewals thereof however evidenced, and additional advances evidenced by any instrument reciting that it is secured hereby.

**AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:**

1. That Trustor shall perform the obligations of the Agency as set forth in the Secured Obligations at the time and in the manner respectively provided therein;
2. That Trustor shall not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed;
3. That the Secured Obligations are incorporated in and made a part of the Deed of Trust. Upon default of a Secured Obligation, and after the giving of notice and the expiration of any applicable cure period, the Beneficiary, at its option, may exercise its remedies hereunder.
4. That all rents, profits and income from the property covered by this Deed of Trust are hereby assigned to the Beneficiary for the purpose of discharging the debt hereby secured. Permission is hereby given to Trustor so long as no default exists hereunder after the giving of notice and the expiration of any applicable cure period, to collect such rents, profits and income.
5. That upon default hereunder or under the aforementioned Secured Obligations, or any of them, and after the giving of notice and the expiration of any applicable cure period, Beneficiary shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;
6. That Trustor will keep the improvements now existing or hereafter erected on the property insured against loss by fire and such other hazards, casualties, and contingencies as may reasonably be required in writing from time to time by the Beneficiary, and all such insurance shall

be evidenced by standard fire and extended coverage insurance policy or policies. In no event shall the amounts of coverage be less than 100 percent of the insurable value of the Property. Such policies shall be endorsed with standard mortgage clause with loss payable to the Beneficiary and certificates thereof together with copies of original policies shall be deposited with the Beneficiary;

7. To pay, at least 10 days before delinquency, any taxes and assessments affecting said Property; to pay, when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof which appear to be prior or superior hereto; and to pay all costs, fees, and expenses of this Trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as Trustor is contesting the legality thereof in good faith and by appropriate proceedings, and Trustor has adequate funds to pay any liabilities contested pursuant to this Section 7.

8. To keep said property in good condition and repair, subject to ordinary wear and tear, casualty and condemnation, not to remove or demolish any buildings thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon (subject to Trustor's right to contest the validity or applicability of laws or regulations); not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law and/or covenants, conditions and/or restrictions affecting said property; not to permit or suffer any material alteration of or addition to the buildings or improvements hereafter constructed in or upon said property without the consent of the Beneficiary;

9. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear;

10. Should Trustor fail, after the giving of notice and the expiration of any applicable cure period, to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Following default, after the giving of notice and the expiration of any applicable cure period, Beneficiary or Trustee being authorized to enter upon said property for such purposes, may commence, appear in and/or defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; may pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, may pay necessary expenses, employ counsel, and pay his reasonable fees;

11. Beneficiary shall have the right to pay fire and other property insurance premiums when due should Trustor fail to make any required premium payments. All such payments made by the Beneficiary shall be added to the indebtedness and obligations secured hereby in the Secured Obligations, or any other instrument drawn and agreed upon between the parties;

12. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, under permission given under this Deed of Trust, with interest from date of expenditure at the rate of ten percent (10%) pursuant to Section 3289 of the California Civil Code;

13. Trustor further covenants that it will not voluntarily create, suffer, or permit to be created against the property subject to this Deed of Trust any lien or liens except as authorized by Beneficiary and further that they will keep and maintain the property free from the claims of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be obligated to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting, provided that Trustor shall, at Beneficiary's written request, within thirty (30) days after the filing of any claim or lien (but in any event, and without any requirement that Beneficiary must first provide a written request, prior to foreclosure) record in the Office of the Recorder of San Diego County, a surety bond in an amount one-and-one-half (1½) times the amount of such claim item to protect against a claim of lien, or provide such other security reasonably satisfactory to Beneficiary;

14. That any and all improvements made or about to be made upon the premises covered by the Deed of Trust, and all plans and specifications, comply with all applicable municipal ordinances and regulations and all other applicable regulations made or promulgated, now or hereafter, by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association or office; and

15. Trustor herein agrees to pay to Beneficiary or to the authorized loan servicing representative of the Beneficiary a reasonable charge for providing a statement regarding the obligation secured by this Deed of Trust as provided by Section 2954, Article 2, Chapter 2 Title 14, Division 3, of the California Civil Code.

**IT IS MUTUALLY AGREED THAT:**

16. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, subject to the rights of any beneficiary of a deed of trust senior or junior in priority to this Deed of Trust ("Lender"), Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor which are not used to reconstruct, restore or otherwise improve the property or part thereof that was taken or damaged, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. Unless Beneficiary approves of the rights of any Lender to the contrary, in addition to their rights herein, all such compensation, awards, damages, rights of action and proceeds which are not used to reconstruct, restore or otherwise improve the property or part thereof that was taken or damaged, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary.

17. If Trustor shall fail to perform any covenant or agreement in this Deed of Trust or the Secured Obligations within thirty (30) days after written demand therefor by Beneficiary (or, in the event that more than 30 days is reasonably required to cure such default, should Trustor fail to promptly commence such cure, and diligently prosecute same to completion), after the giving of notice and the expiration of any applicable cure period, Beneficiary may deliver to Trustee a written declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record and Beneficiary may foreclose this Deed of Trust. Beneficiary shall also deposit with Trustee this Deed, the Secured Obligations and all documents evidencing expenditures secured hereby;

18. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. The Trustee shall apply the proceeds of sale to payment of (1) the expenses of such sale, together with the reasonable expenses of this trust including therein reasonable Trustee's fees or attorney's fees for conducting the sale, and the actual cost of publishing, recording, mailing and posting notice of the sale; (2) the cost of any search and/or other evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all consideration paid by Beneficiary as referred to in a Secured Obligation, with accrued interest at the highest rate of interest permitted by law; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto;

19. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee;

20. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law;

21. Upon written request of Beneficiary stating that all obligations secured hereby have been satisfied, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and

upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as “the person or persons legally entitled thereto”;

22. The trust created hereby is irrevocable by Trustor;

23. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term “Beneficiary” shall include not only the original Beneficiary hereunder but also any successors or assignees. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and several;

24. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee;

25. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth in the first paragraph of this Deed of Trust.

26. Trustor agrees at any time and from time to time upon receipt of a written request from Beneficiary, to furnish to Beneficiary detailed statements in writing of income, rents, profits, and operating expenses of the premises, and the names of the occupants and tenants in possession, together with the expiration dates of their leases and full information regarding all rental and occupancy agreements, and the rents provided for by such leases and rental and occupancy agreements, and such other information regarding the premises and their use as may be requested by Beneficiary.

27. Trustor agrees that the indebtedness secured by this Deed of Trust is made expressly for the purpose, and in furtherance, of the responsibilities of Trustor as a redevelopment agency under the provisions of California’s Community Redevelopment Law.

28. Notwithstanding specific provisions of this Deed of Trust, non-monetary performance hereunder shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts or failure to act of the City of San Diego or any other public or governmental agency or entity (except that any act or failure to act of Beneficiary shall not excuse performance by Beneficiary); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause (a “Force Majeure Delay”) shall be for the period

of the enforced delay and shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Deed of Trust may also be extended in writing by the Beneficiary and Trustor. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until Trustor delivers to Beneficiary written notice describing the event, its cause, when and how Trustor obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Trustor shall deliver such written notice within fifteen (15) days after it obtains actual knowledge of the event.

29. (a) Subject to the extensions of time set forth in Section 28, and subject to the further provisions of this Section 29, failure or delay by Trustor to perform any term or provision respectively required to be performed under a Secured Obligation or this Deed of Trust constitutes a default under this Deed of Trust.

(b) Beneficiary shall give written notice of default to Trustor, specifying the default complained of by the Beneficiary. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

(c) Any failures or delays by Beneficiary in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by Beneficiary in asserting any of its rights and remedies shall not deprive Beneficiary of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

(d) If a monetary event of default occurs, prior to exercising any remedies, Beneficiary shall give Trustor written notice of such default. Trustor shall have a reasonable period of time after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Obligations and/or this Deed of Trust. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially impaired by any failure to cure a default or the default is not cured within ten (10) calendar days after the notice of default is received or deemed received.

(e) If a non-monetary event of default occurs, prior to exercising any remedies, Beneficiary shall give Trustor notice of such default. If the default is reasonably capable of being cured within thirty (30) calendar days after such notice is received or deemed received, Trustor shall have such period to effect a cure prior to exercise of remedies by the Beneficiary. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Trustor (i) initiates corrective action within said period, and (ii) diligently and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the notice of default is received or deemed received.

(f) Any notice of default that is transmitted by electronic facsimile transmission followed by delivery of a "hard" copy, shall be deemed delivered upon its transmission; any notice of default that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by Trustor; and any notice of default that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of receipt thereof.

30. This Deed of Trust shall be subordinate and junior to only those trust deeds Beneficiary expressly agrees to subordinate to in a written instrument approved by the Executive Director of the Trustor and City Manager of the Beneficiary, or their respective assignees. The Executive Director of the Trustor or City Manager of Beneficiary or their designee shall execute such instruments as may be necessary to subordinate the lien of this Deed of Trust and the Secured Obligation to the deed of trust described in this Section 30, above. In the event of a default or breach by Trustor of any security instrument securing a senior obligation described in this Section 30, Beneficiary shall have the right to cure the default prior to completion of any foreclosure. In such event, Beneficiary shall be entitled to reimbursement by Trustor of all costs and expenses incurred by Beneficiary in curing the default. The amount of any such disbursements shall be a lien against the Subject Property and added to the obligation secured by this Deed of Trust until repaid, with interest at the highest rate permitted by law.

IN WITNESS WHEREOF Trustor has executed this Deed of Trust as of the day and year set forth above.

IMPERIAL BEACH REDEVELOPMENT  
AGENCY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Brown  
Executive Director

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald  
Secretary of the Imperial Beach  
Redevelopment Agency

State of California            )  
  ) ss  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT "A"  
TO  
DEED OF TRUST,  
SECURITY AGREEMENT AND FIXTURE FILING  
(WITH ASSIGNMENT OF RENTS)

**EXHIBIT 6**

**PLEDGE AGREEMENT**  
**[behind this page]**

## EXHIBIT 6

### THIRD PARTY PLEDGE AGREEMENT

**TO: CITY OF IMPERIAL BEACH (“City”)**

- 1. GRANT OF SECURITY INTEREST.** In consideration for City’s assistance and cooperation in the implementation and completion of those certain Projects (defined below) set forth in that certain Cooperation Agreement dated February \_\_\_\_, 2011 entered into by City and **the Redevelopment Agency of the City of Imperial Beach** (“Pledgor” or “Agency”) (“Cooperation Agreement”) and as security for the payment of all Indebtedness (defined below) of Pledgor to City, Pledgor hereby assigns, transfers to and pledges with City the following money and property: that certain bank account established at \_\_\_\_\_ (\_\_\_\_\_ Branch, Account No. \_\_\_\_\_), and all proceeds on deposit or to be deposited therein and rights to payment with respect to the foregoing, of Pledgor, together with all other money or property heretofore delivered or which shall hereafter be delivered to or come into the possession, custody or control of City in any manner or for any purpose whatsoever during the existence of this Agreement (collectively called “Collateral”), and whether held in a general or special account or deposit for safekeeping or otherwise, together with whatever is receivable or received when any Collateral or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, (a) all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, (b) all rights to payment of any Net Available Tax Increment (defined below), and (c) all rights to payment with respect to any cause of action affecting or relating to any of the foregoing, (hereinafter called “Proceeds”), and in the event that Pledgor receives any such Proceeds, Pledgor will hold the same in trust on behalf of and for the benefit of City and will immediately deliver all such Proceeds to City in the exact form received, to be held by City as part of the Collateral, subject to all terms hereof. The word “Indebtedness” is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Pledgor heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable, including, without limitation, all amounts due under that certain Cooperation Agreement, including, without limitation, amounts equal to the cost to the City to carry out the Projects (defined below), including without limitation all costs incurred by the City for planning, acquisition and disposition, financing, development, permitting, design, site testing, bidding, construction and management of the Projects and Pledgor’s obligation to make the payments set forth in the Payment Schedule attached to the Cooperation Agreement as Exhibit 2.

The term Net available tax increment is defined as any tax increment generated from the Project Area, net of any amount required by the CRL to be set aside for purposes of increasing, improving or preserving the City’s supply of low and moderate housing, any amounts paid to affected taxing agencies whether by statute or agreement and any amounts

paid to the State of California or the County of San Diego as required by statute or agreement, existing debt service payments, and existing contractual obligations received by the Agency or any lawful successor of the Agency and/or to any of the powers and rights of the Agency pursuant to any applicable constitutional provision, statute or other provision of law now existing or adopted in the future. The pledge of net available tax increment will constitute obligations to make payments authorized and incurred pursuant to Section 33445 and other applicable statutes. The obligations set forth in this Agreement will be contractual obligations that, if breached, will subject the Agency to damages and other liabilities or remedies. The term "Projects" as used herein shall collectively mean the projects associated with the Cooperation Agreement listed in the Schedule of Projects set forth in Exhibit 1 of the Cooperation Agreement.

2. **CONTINUING AGREEMENT; REVOCATION; OBLIGATION UNDER OTHER AGREEMENTS.** This is a continuing agreement and all rights, powers and remedies hereunder shall apply to all past, present and future Indebtedness of Pledgor to the City, including that arising under successive transactions which shall either continue the Indebtedness, increase or decrease it, or from time to time create new Indebtedness after all or any prior Indebtedness has been satisfied, and notwithstanding the death, incapacity, dissolution, liquidation or bankruptcy of Pledgor or any other event or proceeding affecting Pledgor. This Agreement shall not apply to any new Indebtedness created after actual receipt by City of written notice of its revocation as to such new Indebtedness; provided however, that contractual agreements made by the City to Pledgor to aid and cooperate with Pledgor in the implementation and completion of the Projects after revocation under commitments existing prior to receipt by City of such revocation, and extensions, renewals or modifications, of any kind, of Indebtedness incurred by the Pledgor prior to receipt by City of such revocation shall not be considered new Indebtedness. Any such notice must be sent to City by registered U.S. mail, postage prepaid, addressed to its office at:

825 Imperial Beach Boulevard  
Imperial Beach, California 91932

or at such other address as City shall from time to time designate. The obligations of Pledgor hereunder shall be in addition to any obligations of Pledgor under any other grants or pledges of security for any liabilities or obligations of Pledgor or any other person heretofore or hereafter given to City unless said other grants or pledges of security are modified or revoked in writing; and this Agreement shall not, unless herein provided, affect or invalidate any such other grants or pledges of security.

3. **WAIVER OF STATUTE OF LIMITATIONS; REINSTATEMENT OF LIABILITY.** Pledgor acknowledges that there is no condition precedent to the effectiveness of this Agreement and that this Agreement is in full force and effect and is binding on Pledgor as of the date written below, regardless of whether City obtains additional collateral or any guaranties from others or takes any other action contemplated by Pledgor. Pledgor waives the benefit of any statute of limitations affecting Pledgor's liability hereunder or the

enforcement thereof, and Pledgor agrees that any payment of any Indebtedness or other act which shall toll any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to Pledgor's liability hereunder. The liability of Pledgor hereunder shall be reinstated and revived and the rights of City shall continue if and to the extent for any reason any amount at any time paid on account of any Indebtedness secured hereby is rescinded or must be otherwise restored by City, whether as a result of any proceedings in bankruptcy, insolvency, reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by City in its sole discretion; provided however, that if City chooses to contest any such matter at the request of Pledgor, Pledgor agrees to indemnify and hold City harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by City in connection therewith, including without limitation, in any litigation with respect thereto.

#### **4. REPRESENTATIONS AND WARRANTIES.**

4.1 Pledgor represents and warrants to City that: (i) Pledgor is the owner and has possession or control, or will have possession or control, of the Collateral and Proceeds; (ii) Pledgor has the right to pledge the Collateral and Proceeds; (iii) all Collateral and Proceeds are genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except as heretofore disclosed to City in writing; (iv) specifically with respect to Collateral and Proceeds consisting of investment securities, instruments, chattel paper, documents, contracts, insurance policies or any like property, all persons appearing to be obligated thereon have authority and capacity to contract and are bound as they appear to be, and the same comply with applicable laws concerning form, content and manner of preparation and execution; (v) all statements contained herein and, where applicable, in the Collateral are true and complete; and (vi) no financing statement covering any of the Collateral or Proceeds, and naming any secured party other than City, is on file in any public office.

4.2 Pledgor further represents and warrants to City that the Collateral pledged hereunder is so pledged at Pledgor's request. Pledgor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Pledgor's risks hereunder.

#### **5. COVENANTS OF PLEDGOR.**

5.1 Pledgor agrees: (i) to indemnify City against all losses, claims, demands, liabilities and expenses of every kind caused by property subject hereto by reason of Government Code Section 895.2; (ii) to pay all costs and expenses, including reasonable attorneys' fees, incurred by City in the perfection, preservation, realization, enforcement and exercise of its rights, powers, and remedies hereunder; (iii) to permit City to exercise its powers; (iv) to execute and deliver such documents as City deems necessary to create, perfect and continue the security interests

contemplated hereby; and (v) not to change its chief place of business or the place where Pledgor keeps any of the Collateral or Pledgor's records concerning the Collateral and Proceeds without first giving City written notice of the address to which Pledgor is moving same.

5.2 Pledgor agrees with regard to Collateral and Proceeds: (i) not to permit any lien on the Collateral or Proceeds, except in favor of City; (ii) after an Event of Default, defined below, not to withdraw any funds from any deposit account pledged to City hereunder without City's prior written consent; (iii) not to sell, hypothecate or otherwise dispose of any of the Collateral or Proceeds, or any interest therein, without the prior written consent of City; (iv) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding all Collateral and Proceeds, and to permit City to inspect the same at any reasonable time; (v) not to commingle Collateral or Proceeds with other property, (vi) in the event City elects to receive payments of Collateral or Proceeds hereunder after an Event of Default that is continuing, to pay all expenses incurred by City in connection therewith, including expenses of accounting, correspondence, collection efforts, filing, recording, record keeping and expenses incidental thereto; (vii) to provide any service and do any other acts or things necessary to keep the Collateral and Proceeds free and clear of all defenses, rights of offset and counterclaims; and (viii) if the Collateral or Proceeds consists of securities and so long as no Event of Default exists, to vote said securities and to give consents, waivers and ratifications with respect thereto, provided that no vote shall be cast or consent, waiver or ratification given or action taken which would impair City's interest in the Collateral and Proceeds or be inconsistent with or violate any provisions of this Agreement.

6. **POWERS OF CITY.** Pledgor appoints City its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by City 's officers, council members, agents and employees, or any of them, whether or not Pledgor is in default: (a) to perform any obligation of Pledgor hereunder in Pledgor's name or otherwise; (b) to notify any person obligated on any security, instrument or other document subject to this Agreement of City 's rights hereunder; (c) to collect by legal proceedings or otherwise all dividends, interest, principal or other sums now or hereafter payable upon or on account of the Collateral or Proceeds; (d) to enter into any extension, reorganization, deposit, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral or Proceeds, and in connection therewith to deposit or surrender control of the Collateral and Proceeds, to accept other property in exchange for the Collateral and Proceeds, and to do and perform such acts and things as City may deem proper, with any money or property received in exchange for the Collateral or Proceeds, at City 's option, to be applied to the Indebtedness or held by City under this Agreement; (e) to make any compromise or settlement City deems desirable or proper in respect of the Collateral and Proceeds; (f) to insure, process and preserve the Collateral and Proceeds; (g) to exercise all rights, powers and remedies which Pledgor would have, but for this Agreement, under all the Collateral and Proceeds subject to this Agreement; and (h) to do all acts and things and execute all

documents in the name of Pledgor or otherwise, deemed by City as necessary, proper or convenient in connection with the preservation, perfection or enforcement of its rights hereunder. To effect the purposes of this Agreement or otherwise upon instructions of Pledgor, City may cause any Collateral and/or Proceeds to be transferred to City's name or the name of City's nominee. If an Event of Default has occurred and is continuing, any or all Collateral and/or Proceeds consisting of securities may be registered, with notice to Pledgor, in the name of City or its nominee, and thereafter City or its nominee may exercise, without notice, all voting and corporate rights at any meeting of the shareholders of the issuer thereof, any and all rights of conversion, exchange or subscription, or any other rights, privileges or options pertaining to any Collateral and/or Proceeds, all as if it were the absolute owner thereof. The foregoing shall include, without limitation, the right of City or its nominee to exchange, at its discretion, any and all Collateral and/or Proceeds upon the merger, consolidation, reorganization, recapitalization or other readjustment of the issuer thereof, or upon the exercise by the issuer thereof or City of any right, privilege or option pertaining to any shares of the Collateral and/or Proceeds, and in connection therewith, the right to deposit and deliver any and all of the Collateral and/or Proceeds with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as City may determine. All of the foregoing rights, privileges or options may be exercised without liability except to account for property actually received by City. City shall have no duty to exercise any of the foregoing, or any other rights, privileges or options with respect to the Collateral or Proceeds and shall not be responsible for any failure to do so or delay in so doing.

7. **CASH COLLATERAL ACCOUNT; NO DISBURSEMENT.** Any money received by City in respect of the Collateral may, at City's option, be retained in a non-interest bearing cash collateral account and the same shall, for all purposes, be deemed Collateral hereunder. No disbursement of all of the Collateral may be made without City's prior written consent, which may be given or withheld in City's sole and absolute discretion.
8. **CITY'S CARE AND DELIVERY OF COLLATERIAL.** City's obligation with respect to Collateral and/or Proceeds in its possession shall be strictly limited to the duty to exercise reasonable care in the custody and preservation of such Collateral and Proceeds, and such duty shall not include any obligation to ascertain or to initiate any action with respect to or to inform Pledgor of maturity dates, conversion, call or exchange rights, or offers to purchase the Collateral or Proceeds, or any similar matters, notwithstanding City's knowledge of the same. City shall have no duty to take any steps necessary to preserve the rights of Pledgor against prior parties, or to initiate any action to protect against the possibility of a decline in the market value of the Collateral or Proceeds. City shall not be obligated to take any actions with respect to the Collateral or Proceeds requested by Pledgor unless such request is made in writing and City determines, in its sole discretion, that the requested action would not unreasonably jeopardize the value of the Collateral and Proceeds as security for the Indebtedness. City may at any time deliver the Collateral and Proceeds, or any part thereof, to Pledgor, and the receipt thereof by Pledgor shall be a complete and full acquittance for the Collateral and Proceeds so delivered, and City shall thereafter be discharged from any liability or responsibility therefor.

9. **PLEDGOR'S WAIVERS.**

9.1 Pledgor waives any right to require City to make any presentments or demands for performance, or give any notices of nonperformance, protests, notices of protest or notices of dishonor in connection with any obligations or evidences of indebtedness held by City as security or which constitute in whole or in part the Indebtedness secured hereunder, or in connection with the creation of new or additional Indebtedness.

9.2 Pledgor waives any defense arising by reason of: (i) the cessation or limitation from any cause whatsoever, other than payment in full, of the Indebtedness by Pledgor; (ii) any lack of authority of any officer, board member, director, partner, agent or any other person acting or purporting to act on behalf of Pledgor which is a corporation, partnership or other type of entity, or any defect in the formation of Pledgor; (iii) any act or omission by City which directly or indirectly results in or aids the discharge of Pledgor or any Indebtedness by operation of law or otherwise; or (iv) any modification of the Indebtedness, in any form whatsoever, including any modification made after revocation hereof to any Indebtedness incurred prior to such revocation, and including without limitation, the renewal, extension, acceleration or other change in the terms of the Indebtedness, or any part thereof, including increase or decrease of the rate of interest thereon. Until all Indebtedness shall have been paid in full Pledgor waives all rights and defenses arising out of an election of remedies by City. Until all Indebtedness of the Pledgor to City shall have been paid in full, Pledgor further waives any right to enforce any remedy which City now has or may hereafter have against any other person or entity, and waives any benefit of, or any right to participate in, any security whatsoever now or hereafter held by City.

10. **AUTHORIZATIONS TO CITY.** Pledgor authorizes City either before or after revocation hereof, without notice or demand and without affecting Pledgor's liability hereunder, from time to time to: (a) alter, compromise, renew, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security, other than the Collateral and Proceeds, for the payment of the Indebtedness or any part thereof and exchange, enforce, waive and release the Collateral and Proceeds, or any part thereof, or any such other security; (c) after an Event of Default that is continuing, apply the Collateral and Proceeds or any other security and direct the order or manner of sale thereof, including without limitation, a non-judicial sale permitted by the terms of the controlling security agreement or deed of trust, as City in its discretion may determine; (d) release or substitute any one or more of the endorsers or guarantors of the Indebtedness, or any part thereof, or any other parties thereto; and (e) apply payments received by City from Pledgor to any Indebtedness of Pledgor to City, in such order as City shall determine in its sole discretion, whether or not any such Indebtedness is covered by this Agreement, and Pledgor hereby waives any provision of

law regarding application of payments which specifies otherwise. City may assign this Agreement in whole or in part after providing written notice to Pledgor.

11. **PAYMENT OF TAXES, CHARGES, LIENS AND ASSESSMENTS.** Pledgor agrees to pay, prior to delinquency, all taxes, charges, liens and assessments against the Collateral and Proceeds, and upon the failure of Pledgor to do so, City at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by City shall be obligations of Pledgor to City, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions of Section 15 herein, and shall be secured by the Collateral and Proceeds, subject to all terms and conditions of this Agreement.
12. **EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any default in the payment or performance of any obligation, or any defined event of default, under (i) any contract or instrument evidencing any Indebtedness, or (ii) any other agreement between Pledgor and City, including without limitation, the Cooperation Agreement and other related agreements any other obligation of Pledgor relating to or executed in connection with any Indebtedness; (b) any representation or warranty made by Pledgor herein shall prove to be incorrect in any material respect when made; (c) Pledgor shall fail to observe or perform any obligation or agreement contained herein; (d) any attachment or like levy on any property of Pledgor; and (e) City, in good faith, believes any or all of the Collateral and/or Proceeds to be in danger of misuse, dissipation, commingling, loss, theft, damage, or destruction, or otherwise in jeopardy or unsatisfactory in character or value.
13. **REMEDIES.** Upon the occurrence of any Event of Default, City shall have and may exercise without demand any and all rights, powers, privileges and remedies granted to a secured party upon default at law or in equity. All rights, powers, privileges and remedies of City shall be cumulative. City may exercise its lien or right of setoff with respect to the Indebtedness in the same manner as if the Indebtedness were unsecured. No delay, failure or discontinuance of City in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by City of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. While an Event of Default exists: (a) City may, at any time and at City's sole option, liquidate any time deposits pledged to City hereunder, whether or not said time deposits have matured and notwithstanding the fact that such liquidation may give rise to penalties for early withdrawal of funds; (b) City may appropriate the Collateral and apply all Proceeds toward repayment of the Indebtedness in such order as City may from time to time elect or, at City's sole option, place any Proceeds in the cash collateral account; and (c) at City's request, Pledgor will assemble and deliver all Collateral and Proceeds, and books and records pertaining thereto, to City at a reasonably convenient place designated by City. It is agreed

that public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales. For any Collateral or Proceeds consisting of securities, City shall be under no obligation to delay a sale of any portion thereof for the period of time necessary to permit the issuer thereof to register such securities for public sale under any applicable state or federal law, even if the issuer thereof would agree to do so.

14. **DISPOSITION OF COLLATERAL AND PROCEEDS.** Upon the transfer of all or any part of the Indebtedness, City may transfer all or any part of the Collateral or Proceeds and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of City hereunder with respect to any of the foregoing so transferred; but with respect to any Collateral or Proceeds not so transferred, City shall retain all rights, powers, privileges and remedies herein given. Any proceeds of any disposition of any of the Collateral or Proceeds, or any part thereof, may be applied by City to the payment of expenses incurred by City in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by City toward the payment of the Indebtedness in such order of application as City may from time to time elect.
15. **COSTS, EXPENSES AND ATTORNEYS' FEES.** Pledgor shall pay to City immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of City's legal counsel) (all such items collectively referred to as "Pledgor Reimbursement Obligations"), incurred by City in exercising any right, power, privilege or remedy conferred by this Agreement or in the enforcement thereof, including any of the foregoing incurred in connection with any bankruptcy proceeding relating to Pledgor or the valuation of the Collateral and/or Proceeds, including without limitation, the seeking of relief from or modification of the automatic stay or the negotiation and drafting of a cash collateral order. All of the foregoing shall be paid to City by Pledgor with interest at a rate per annum equal to the greater of ten percent (10%) or Prime Rate in effect from time to time from the date the Pledgor Reimbursement Obligations are incurred by the City. The "Prime Rate" is a base rate that J.P. Morgan Chase Bank from time to time establishes and which serves as the basis upon which effective rates of interest are calculated for its most creditworthy customers.
16. **DISCLOSURE OF INFORMATION.** Pledgor acknowledges that City has the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, any Indebtedness of Pledgor to City and any obligations with respect thereto, including this Agreement. In connection therewith, City may disclose all documents and information which City now has or hereafter acquires relating to Pledgor and this Agreement, whether furnished by Pledgor or otherwise. In the event of any such sale, assignment, transfer or participation, City and the parties to such transaction shall share in the rights and obligations of City as set forth in this Agreement only as and to the extent they agree

among themselves. In connection with any such sale, assignment, transfer or participation, Pledgor further agrees that this Agreement shall be sufficient evidence of the obligations of Pledgor to each purchaser, assignee, transferee or participant, and upon written request by City, Pledgor shall enter into such amendment or modification to this Agreement as may be reasonably required in order to evidence any such sale, assignment, transfer or participation. The indemnity obligations of Pledgor under this Agreement shall also apply with respect to any purchaser, assignee, transferee or participant.

17. **GOVERNING LAW; SUCCESSORS, ASSIGNS.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties.
18. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of February \_\_\_\_, 2011.

PLEDGOR

REDEVELOPMENT AGENCY OF THE  
CITY OF IMPERIAL BEACH

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Gary Brown  
Executive Director

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald  
Secretary of the Redevelopment Agency  
of the City of Imperial Beach

APPROVED AS TO FORM

By: \_\_\_\_\_

Jennifer Lyon  
Agency General Counsel

KANE, BALLMER & BERKMAN

By: \_\_\_\_\_

Susan Y. Cola  
Agency Special Counsel

**EXHIBIT 7**

**UCC FINANCING STATEMENT**  
**[behind this page]**

**EXHIBIT 7**

**ATTACHMENT  
UCC-1 Financing Statement**

Debtor: The Redevelopment Agency of the City of Imperial Beach.

Secured Party: The City of Imperial Beach.

Item 4: Collateral Description.

This Financing Statement covers all of the following items and/or types of property, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; and all proceeds relating to any of the foregoing (including insurance, general intangibles and account proceeds):

(1) Any and all general intangibles, instruments, documents, chattel paper, accounts, accounts receivable, cash, deposit accounts, contract rights and rights to payment pursuant to, or in any way now or hereinafter arising out of, in connection with or otherwise relating to (a) that certain Cooperation Agreement dated as of February \_\_\_, 2011, between the City of Imperial Beach and the Debtor, as now existing or as it may hereinafter be amended, modified, supplemented, or superseded; (b) any and all related documents, instruments, and agreements, as now existing or as may be modified, supplemented, or amended from time to time; and (c) any and all present and future collateral, of whatever kind or nature, now or hereafter granted to secure payment and performance of any and all of the foregoing (collectively and severally referred to as the "Collateral"); and

(2) Together with whatever is receivable or received when any of the Collateral or proceeds thereof are sold, assigned, transferred, collected, exchanged, or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation (a) all accounts, contract rights, chattel paper, instruments, general intangibles, money and rights to payment of any kind now or hereafter arising from any such sale, assignment, transfer, collection, exchange, or other disposition of any of the foregoing; and (b) all rights to payment, including without limitation, rights to payment with respect to any cause of action affecting or relating to any of the foregoing (referred to as the "Proceeds").



**DEBRA BOWEN** | SECRETARY OF STATE | STATE OF CALIFORNIA  
BUSINESS PROGRAMS | UNIFORM COMMERCIAL CODE

1500 11th Street | Sacramento, CA 95814 | P.O. Box 942835 | Sacramento, CA 94235-0001 | (916) 653-3516 | [www.sos.ca.gov](http://www.sos.ca.gov)

January 4, 2010

## REDACTION OF SOCIAL SECURITY NUMBERS

In order to protect personal privacy and in compliance with California Uniform Commercial Code (UCC) section 9526.5, the Secretary of State's office (SOS) has removed ("redacted") social security numbers, if provided, from all UCC records filed prior to December 31, 2007. In addition, the SOS commenced redacting any social security number provided on a record filed on paper after January 1, 2008.

For each UCC record that is redacted, the SOS maintains the original un-redacted official filing image and creates a redacted public filing image, which is available for UCC information requests. The un-redacted official filing image only is available to the public pursuant to a subpoena or an order from a court of competent jurisdiction.

In the event that the SOS misses redacting a social security number from a UCC record, any person may notify the SOS and specify the file or document number of the record and the location of the social security number within the record, and the SOS will create a redacted public filing image of the record within 10 business days from the date of notification.

In addition, the SOS has made a filing form available pursuant to UCC section 9521 that removes the space identified for the disclosure of the social security number of an individual. These UCC filing forms can be obtained by visiting the California Business Portal at [www.sos.ca.gov](http://www.sos.ca.gov) and clicking on the Forms & Fees link.

**UCC filings are public records. Please do not put people at risk of identity theft by including social security numbers on any documents for filing with the Secretary of State.**

For more information on identity theft, you may want to visit the California Office of Privacy Protection's website at [www.privacy.ca.gov/](http://www.privacy.ca.gov/) or review its consumer information on social security number privacy available at <http://www.privacy.ca.gov/ssn.htm>.

## Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet the name of the first Debtor, formatted exactly as it appears in item 1 of this form; you are encouraged to use Addendum (Form UCC1Ad).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
  - 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
  - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.  
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
  - 1c. An address is always required for the Debtor named in 1a or 1b.
  - 1d. This field has been removed pursuant to California Uniform Commercial Code, Section 9526.5.
  - 1e,f,g."Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
- Note:* If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufacture-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) or other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.
  3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. If there is more than one Secured Party, see Instruction 2. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
  4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
  5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
  6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
  7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
  8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

## Instructions for National UCC Financing Statement Addendum (Form UCC1Ad)

9. Insert name of first Debtor shown on Financing Statement to which this Addendum is related, exactly as shown in item 1 of Financing Statement.
10. Miscellaneous: Under certain circumstances, additional information not provided on Financing Statement may be required. Also, some states have non-uniform requirements. Use this space to provide such additional information or to comply with such requirements; otherwise, leave blank.
11. If this Addendum adds an additional Debtor, complete item 11 in accordance with Instruction 1 on Financing Statement. To add more than one additional Debtor, either use an additional Addendum form for each additional Debtor or replicate for each additional Debtor the formatting of Financing Statement item 1 on an 8-1/2 X 11 inch sheet (showing at the top of the sheet the name of the first Debtor shown on the Financing Statement), and in either case give complete information for each additional Debtor in accordance with Instruction 1 on Financing Statement. All additional Debtor information, especially the name, must be presented in proper format exactly identical to the format of item 1 of Financing Statement.
12. If this Addendum adds an additional Secured Party, complete item 12 in accordance with Instruction 3 on Financing Statement. In the case of a total assignment of the Secured Party's interest before the filing of this Financing Statement, if filer has given the name and address of the Total Assignee in item 3 of the Financing Statement, filer may give the Assignor S/P's name and address in item 12.
- 13-15. If collateral is timber to be cut or as-extracted collateral, or if this Financing Statement is filed as a fixture filing, check appropriate box in item 13; provide description of real estate in item 14; and, if Debtor is not a record owner of the described real estate, also provide, in item 15, the name and address of a record owner. Also provide collateral description in item 4 of Financing Statement. Also check box 6 on Financing Statement. Description of real estate must be sufficient under the applicable law of the jurisdiction where the real estate is located.
16. Use this space to provide continued description of collateral, if you cannot complete description in item 4 of Financing Statement.
17. If Debtor is a trust or a trustee acting with respect to property held in trust or is a decedent's estate, check the appropriate box.
18. If Debtor is a transmitting utility or if the Financing Statement relates to a Manufactured-Home Transaction or a Public-Finance Transaction as defined in the applicable Commercial Code, check the appropriate box.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CITY OF IMPERIAL BEACH  
C/O KANE, BALLMER & BERKMAN  
515 S. FIGUEROA STREET, SUITE 1850  
LOS ANGELES, CA 90071

ATTN: SUSAN Y. COLA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS  
825 IMPERIAL BEACH BOULEVARD

CITY IMPERIAL BEACH STATE CA POSTAL CODE 91932 COUNTRY USA

ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION PUBLIC BODY 1f. JURISDICTION OF ORGANIZATION CALIFORNIA 1g. ORGANIZATIONAL ID#, if any  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS

CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
CITY OF IMPERIAL BEACH

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS  
825 IMPERIAL BEACH BOULEVARD

CITY IMPERIAL BEACH STATE CA POSTAL CODE 91932 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:  
SEE ATTACHMENT FOR COLLATERAL DESCRIPTION

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION NAME CITY OF IMPERIAL BEACH REDEVELOPMENT AGENCY			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME – insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

17. Check only if applicable and check only one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction – effective 30 years  
 Filed in connection with a Public-Finance Transaction – effective 30 years

**EXHIBIT 8**

**OPTION AGREEMENT WITH MEMORANDUM OF OPTION  
[behind this page]**

## EXHIBIT 8

### OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement") is entered into this \_\_\_\_\_ day of February, 2011, by and between the CITY OF IMPERIAL BEACH (the "City" and "Optionee") and the REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH (the "Agency" and "Optionor"), with reference to the following facts:

A. The Agency owns, or within the term of this Agreement, will own, all of the real property more particularly described and enumerated on Exhibit "A" (all parcels so enumerated referred to herein jointly as the "Property").

B. The Agency desires to grant the City an option to purchase the Property from the Agency and the City wishes to reserve the right to purchase the Property from the Agency under the terms contained herein.

C. The parties hereto wish to enter into a memorandum of option agreement and record such an instrument on any or all of the Property using the Memorandum of Option attached hereto as Exhibit "B".

D. The City Council of the City of Imperial Beach (the "**City Council**") adopted the redevelopment plan (the "**Redevelopment Plan**") for the Palm Avenue/Commercial Redevelopment Project Area on February 6, 1996 (the "Project Area") by Ordinance No.96-901.

The Redevelopment Plan was subsequently amended on July 18, 2001 by Ordinance No. 2001-70 (the "**First Amendment**") to add territory to the Project Area, and on December 20, 2006 by Ordinance No. 2006-1050 (the "**Second Amendment**") to make certain clarifications, and on March 5, 2008 by Ordinance No. 2008-1066 (the "**Third Amendment**") to extend the Agency's eminent domain authority. The Redevelopment Plan, as amended by the First Amendment, the Second Amendment and the Third Amendment shall be referred to herein as the "Redevelopment Plan".

This Agreement is subject to the provisions of the Redevelopment Plan. The Redevelopment Plan is incorporated herein by reference and made a part hereof as though fully set forth herein. The expiration of the Redevelopment Plan is March 9, 2017 as to the original area and August 17, 2022 as to the amended area ( as to each area the "Redevelopment Plan Effectiveness Date").

E. The address for the Agency is of public record and listed for convenience beside signature of the authorized signatory of the Agency.

**NOW, THEREFORE**, for good and valuable consideration paid by the City, receipt and sufficiency of which is acknowledged by the Agency, the parties hereto do mutually agree as follows:

1. Grant of Option. Agency hereby grants City, or its nominee, the option to purchase the Property, or any part thereof, on or before the latter of (a) the thirtieth (30th) anniversary of this Agreement or the Redevelopment Plan Effectiveness Date. This option shall be exercisable only by written notice delivered by City to Agency as provided below. Upon the exercise of such option to purchase the Property and receipt by the Agency of the notice of said exercise, City shall purchase the Property pursuant to the terms below. At the election of the City, the option granted herein may be exercised on a parcel by parcel basis.

2. Exercise of Option. The option contained herein shall be exercised by City, if at all, in the following manner: (i) City shall deliver written notice (the "Exercise Notice") to Agency not less than ten (10) days prior to the date of the proposed purchase of the Property by the City; the last date of written notice shall be the latter of (a) the thirtieth (30<sup>th</sup>) anniversary of this Agreement or (b) the Redevelopment Plan Effectiveness Date; (ii) Agency, after receipt of City's notice, shall deliver notice (the "Responsive Purchase Notice") to City prior to the proposed purchase date of the Property by the City, setting forth the proposed purchase price and such other terms necessary and appropriate to accomplish the purchase of the Property by City under the timeframes proposed by the City; and (iii) if City wishes to exercise such option to purchase the Property, City shall, after City's receipt of the Responsive Purchase Notice, exercise the option by delivering the City's form of purchase and sale agreement and grant deed, modified for any particular parcel of Property, along with the consideration for the Property in the amount of the purchase price and identification of the day the grant deed is to be recorded in the office of the County Recorder (the "Closing Date"). The proposed grant deed for the Property or any part thereof shall include, among other things, express covenants requiring the Property to be devoted to the purposes set forth below.

The purchase price for the Property shall be the fair market value of the Property. City and Agency shall meet to determine the fair market value of the Property. In the event the Agency and City are unable to agree on the fair market value, within forty-five (45) days of the Responsive Purchase Notice (the "Negotiation Period"), the fair market value shall be determined in accordance with the appraisal procedures set forth in the paragraph directly below ("Fair Market Value Appraisal Process").

In the event the Agency and City are unable to agree upon the fair market value of the Property within the Negotiation Period, the Agency and City shall each appoint and pay for a Qualified Appraiser (as defined below) to determine the fair market value of the Property in accordance with the standards and procedures set forth below. Each Qualified Appraiser shall complete and submit an appraisal to the City and Agency on or prior to 5:00 p.m. Pacific time on the date that is sixty (60) days following the expiration of the Negotiation Period ("Notice of the Fair Market Value Appraisal"). If the appraisals differ, then the Fair Market Value shall be the average of the two (2) appraisals. Each of the Qualified Appraisers shall be instructed to appraise the Property (taking into consideration any improvements and infrastructure located thereon) for uses allowed under then applicable laws. As used herein, the term "Qualified Appraiser" shall mean an MAI appraiser with at least ten (10) consecutive years experience with similar properties in Southern California, with whom neither the Commission nor City is affiliated with.

3. Purpose. Any and all property purchased by the City pursuant to this Agreement may be used by the City for municipal purposes, including, but not limited to, affordable housing and public improvements, in conformance with the Redevelopment Plan.

4. Condition of Property. The Property is sold in its "as-is" condition on the Closing Date subject to the Redevelopment Plan and all encumbrances of record.

5. Memorandum. Concurrently with the execution hereof, Agency and City shall execute, acknowledge and cause to be recorded in the Official Records of San Diego County, California, the Memorandum of Option Agreement in the form attached hereto as Exhibit "B." Upon the termination of this Agreement as provided herein or at the time of and concurrently with the closing of a sale of the Property, the parties agree to execute a quitclaim deed or other termination instrument in order to cause the memorandum to be terminated and removed of record.

6. Transferability of Right. The right of the City under this Agreement is fully transferable and assignable by the City without the consent of the Agency.

7. Expiration Date and Termination of Agreement. The City reserves the right to reduce or extend the time period in paragraph 1 which permits the City to purchase the Property on or before the latter of (a) the thirtieth (30th) anniversary of the Agreement or (b) the Redevelopment Plan Effectiveness Date.

8. Prorations. Title Insurance. Title and Escrow. The parties shall equally share all costs of escrow and prorations affecting the Property. Agency shall not voluntarily create and record any liens or encumbrances or other matters against the Property after receipt of the Exercise Notice. The Agency will pay for a CLTA Owner's Policy of Title Insurance in favor of the City. Unless otherwise agreed upon by the parties in writing, the title insurer and escrow shall be First American Title Company, National Commercial Services, 777 South Figueroa Street, Suite 400, Los Angeles, California 90017. Said escrow agent shall instruct title insurer to deliver a title commitment to the City upon receipt of the Exercise Notice.

9. This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law. This Agreement may be signed in any number of counterparts and delivered by facsimile.

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

OPTIONEE

CITY OF IMPERIAL BEACH

By: \_\_\_\_\_  
Gary Brown  
City Manager

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald  
City Clerk  
City of Imperial Beach

APPROVED AS TO FORM

By: \_\_\_\_\_  
Jennifer Lyon  
City Attorney

OPTIONOR

IMPERIAL BEACH REDEVELOPMENT  
AGENCY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James C. Janney  
Agency Chair

825 Imperial Beach Boulevard  
Imperial Beach, California 91932

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald  
Secretary of the Redevelopment Agency  
of the City of Imperial Beach

APPROVED AS TO FORM

By: \_\_\_\_\_  
Jennifer Lyon  
Agency General Counsel

KANE, BALLMER & BERKMAN

By: \_\_\_\_\_  
Susan Y. Cola  
Agency Special Counsel

EXHIBIT "A"

The "Property"

(Attach any number of legal descriptions)

If the Agency plans to acquire property after the date of this Agreement,  
then Agency-Owned Property shall be identified in Exhibit A-1, and  
after-acquired property shall be identified in Exhibit A-2)

EXHIBIT "B"

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

The Redevelopment Agency  
of the City of Imperial Beach  
c/o Agency Special Counsel  
Kane, Ballmer & Berkman  
515 South Figueroa Street, Suite 1850  
Los Angeles, California 90071  
Attn:

---

APN: \_\_\_\_\_

MEMORANDUM OF OPTION AGREEMENT

1. Parties; Property; and Redevelopment Plan. This memorandum of option agreement is entered into by the REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, a public entity, corporate and politic ("Agency") and CITY OF IMPERIAL BEACH, a municipality ("City") concerning real property located in the City of Imperial Beach and County of San Diego, State of California, as more fully described in the attached Exhibit "1" (the "Property").

This memorandum is subject to the provisions of the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area which was adopted on February 6, 1996 (the "Project Area") by the City Council of the City of Imperial Beach (the "**City Council**") (the "**Redevelopment Plan**") by Ordinance No.96-901.

The Redevelopment Plan was subsequently amended by the City Council on July 18, 2001 by Ordinance No. 2001-70 (the "**First Amendment**") to add territory to the Project Area, and on December 20, 2006 by Ordinance No. 2006-1050 (the "**Second Amendment**") to make certain clarifications, and on March 5, 2008 by Ordinance No. 2008-1066 (the "**Third Amendment**") to extend the Agency's eminent domain authority. The Redevelopment Plan, as amended by the First Amendment, the Second Amendment and the Third Amendment shall be referred to herein as the "Redevelopment Plan". The Redevelopment Plan is incorporated herein by reference and made a part hereof as though fully set forth herein. The expiration of the Redevelopment Plan is [SUSAN SEE QUESTION ABOVE IN OPTION RE TWO DATES FOR DURATION OF REDEVELOPMENT PLAN] (the "Redevelopment Plan Effectiveness Date")

2. Memorandum. For good and valuable consideration from the City, the receipt and sufficiency of which are acknowledged by the Agency, the Agency, as current fee owner of the Property, acknowledges that Agency and City have entered into an option agreement (the "Option Agreement") permitting the City to purchase the Property from the Agency under the

terms and conditions thereof on or before the latter of sixty (60) days prior to (a) the thirtieth (30th) anniversary of the Option Agreement or (b) the Redevelopment Plan Effectiveness Date, unless otherwise changed or modified by the terms of the Option Agreement.

3. Not Complete Summary. This instrument is not a complete summary of the Option Agreement. Provisions herein shall not be used in interpreting the Option Agreement.

4. Prohibition against Discrimination and Segregation. City 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 City, 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 himself 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. Purpose. This instrument is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Option Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this instrument and the Option Agreement, the terms, conditions and covenants of the Option Agreement shall prevail.

[CONTINUED ON NEXT PAGE]

The parties hereto have executed this instrument on the dates specified immediately beside their respective signatures. This document may be executed and acknowledged before a notary public with counterpart signature and acknowledgment pages, each of which shall be deemed an original and which, when taken together, shall constitute the fully-executed instrument.

OPTIONEE

CITY OF IMPERIAL BEACH

By: \_\_\_\_\_  
Gary Brown  
City Manager

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald  
City Clerk  
City of Imperial Beach

APPROVED AS TO FORM

By: \_\_\_\_\_  
Jennifer Lyon  
City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

OPTIONOR

IMPERIAL BEACH REDEVELOPMENT  
AGENCY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

James C. Janney  
Agency Chair

825 Imperial Beach Boulevard  
Imperial Beach, California 91932

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald  
Secretary of the Redevelopment Agency  
Of the City of Imperial Beach

APPROVED AS TO FORM

By: \_\_\_\_\_  
Jennifer Lyon  
Agency General Counsel

KANE, BALLMER & BERKMAN

By: \_\_\_\_\_  
Susan Y. Cola  
Agency Special Counsel

Exhibit "1" to Memorandum of Option Agreement

Legal Description of Property

The land is situated in the State of California, County of San Diego and is described as follows;

[to be inserted]

APN \_\_\_\_\_

ACKNOWLEDGMENT PAGE  
TO MEMORANDUM OF OPTION AGREEMENT

State of California            )  
  )  
County of \_\_\_\_\_        )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California            )  
  )  
County of \_\_\_\_\_        )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT 9**

**AGENCY PROPERTIES SUBJECT OF OPTION AGREEMENT**

**[PROVIDE LEGAL DESCRIPTION AND/OR APNS OF PROPERTIES]**

## LEGAL DESCRIPTIONS

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND DESCRIBED AS FOLLOWS:

**APN# 626-250-04, 05 & 06**

THAT PORTION OF THE NORTHWEST QUARTER OR THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 25, 1870, LYING NORTHERLY OF THE NORTHERLY LINE OF SOUTH CORONADO MANOR IS SHOWN ON MAP THEREOF NO. 2450, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 20, 1948, AND LYING EAST OF THE CENTER LINE OF DELAWARE STREET, FORMERLY 13TH STREET, AND WEST OF THE CENTER LINE OF 8TH STREET, FORMERLY 12TH STREET, AND THAT PORTION LYING WEST OF THE WEST LINE OF 9TH STREET, FORMERLY 11TH STREET AND EAST OF THE EAST LINE OF 8TH STREET, FORMERLY 12TH STREET, AS SAID STREETS ARE SHOWN ON MAP OF R. MERIDEATH JONES' ADDITION TO SAOUTH SAN DIEGO, BEING MAP NO. 1145, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 29, 1908.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE NORTH 50.00 FEET OF THE EAST

550.50 FEET OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29 AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED AUGUST 24, 1943 IN BOOK 1526, PAGE 405 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED TO THE STATE OF CALIFORNIA RECORDED JUNE 20, 1955 AS FTLE NO. 79513 IN BOOK 5685, PAGE 513 OF OFFICIAL RECORDS, AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY APPROVED FEBRU~RY 25, 1870,

DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF 9TH STREET (SHOWN AS 11TH STREET ON MAP 1145 OF R. MERIDEATH JONES' ADDITION TO SOUTH SAN DIEGO) WITH THE SOUTHERLY LINE OF THE NORTH 50.00 FEET OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE ALONG SAID SOUTHERLY LINE WESTERLY 20.00 FEET; THENCE IN A STRAIGHT LINE SOUTHEASTERLY TO A POINT ON THE SAID WESTERLY LINE SOUTHERLY 20.00 FEET FROM SAID POINT OF BEGINNING; THENCE NORTHERLY 20.00 FEET TO THE POINT OF BEGINNING. SAID LAND IS ALSO SHOWN AS LOTS 1 TO 10 INCLUSIVE AND 31 TO 39 INCLUSIVE AND A PORTION OF LOT 40 IN BLOCK 2, LOTS 2 TO 10 INCLUSIVE AND LOTS 31 TO 39 INCLUSIVE AND A PORTION OF LOTS 1 AND 40, IN BLOCK 1 OF R. MERIDEATH JONES' ADDITION TO SOUTH SAN DIEGO, BEING MAP NO. 1145, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY,

JULY 29, 1908 AND 'VACATED MARCH 22, 1923 BY DECREE IN SUPERIOR COURT ACTION 38686.

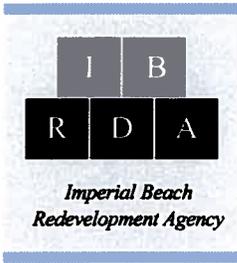
**APN# 626-250-03**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IMPERIAL BEACH, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THERE OF LYING NORTHERLY OF THE NORTHERLY LINE OF SOUTH CORONADO MANOR, ACCORDING TO MAP THEREOF NO. 2450, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JANUARY 20, 1948 AND LYING WEST OF THE CENTER LINE OF DELAWARE STREET, FORMERLY 13<sup>TH</sup> STREET AS SHOWN ON MAP OF R. MERIDEATH JONES ADDITION TO SOUTH SAN DIEGO BEING MAP NO. 1145, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 29, 1908.

EXCEPTING THAT PORTION THEREOF WHICH LIES WESTERLY OF THE LOCATION AND NORTHERLY PROLONGATION OF THE CENTER LINE OF THE ALLEY IN BLOCK 3 OF SAID R. MERIDEATH JONES ADDITION, AS SHOWN ON SAID MAP NO. 1145.

**APN# 626-282-12**

LOTS 21 AND 22 AND THE SOUTH 12.50 FEET OF LOT 23, ALL BEING IN BLOCK 108 OF SOUTH SAN DIEGO COMPANY'S ADDITION TO SOUTH SAN DIEGO, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 497, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 4, 1887, TOGETHER WITH THAT PORTION OF THE NORTHERLY 10.00 FEET OF DONAX AVENUE LYING SOUTHERLY AND ADJACENT TO THE SOUTHERLY LINE OF SAID LOT 21 AS VACATED ON APRIL 2, 1979, BY RESOLUTION NO. 2543 OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH RECORDED APRIL 30, 1979, AS FILE NO. 79-177416 OF OFFICIAL RECORDS.



AGENDA ITEM NO. 6.5

**STAFF REPORT  
CITY COUNCIL/IMPERIAL BEACH REDEVELOPMENT AGENCY**

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL/HONORABLE CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

**FROM:** GARY BROWN, CITY MANAGER/  
EXECUTIVE DIRECTOR

**MEETING DATE:** FEBRUARY 16, 2011

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

**SUBJECT:** ADOPTION OF RESOLUTION NOS. 2011-7003 AND R-11-247 AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR TO EXECUTE A LEASE AGREEMENT FOR 495 10<sup>th</sup> STREET ("PUBLIC WORKS YARD"); APN 626-060-05

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**BACKGROUND:**

The City currently owns the property located at 495 10<sup>th</sup> Street in the City of Imperial Beach ("Public Works Yard" or "Property"). On January 14, 2011, the City Council and Redevelopment Agency approved a purchase and sale agreement for the Property. In that transaction, the Agency will use any legally permissible funds to purchase the Property from the City. Once the land transfer documents have been finalized, the Agency will own the Property. The acquisition of this Property provides the Agency with the opportunity to achieve the Goals and Objectives of the Imperial Beach General Plan, the Palm Avenue/Commercial Avenue Redevelopment Plan and the Five-Year Implementation Plan, and the strategies and mission of the Economic Development Plan.

This item was previously scheduled for the Special Meeting on February 9, 2011, but was continued to the meeting of February 16, 2011.

**DISCUSSION:**

The Property is approximately 1.79 acres with an existing single story administrative office and a one and one-half story garage. The City intends to continue its use of the Property as a public works storage yard until an alternative location can be found. The proposed lease has a term on ninety-nine (99) years with a lease/rent rate of one dollar (\$1.00) per year and will reflect the provisions under which the City can continue to use this facility until the Agency is ready to redevelop the Property.

**ENVIRONMENTAL IMPACT:**

The lease of real property is not a "project" as defined by the California Environmental Quality Act (CEQA) because the lease agreement will continue the existing use of the Property. Prior to any redevelopment of the Property, the appropriate level of CEQA review will be completed.

**FISCAL IMPACT:**

The total fiscal impact to the City will be \$99.00 (i.e., \$1.00 per year). Additionally, a security deposit in the amount of \$510.00 will be paid by the City (Lessee) to the Agency.

**DEPARTMENT RECOMMENDATIONS:**

Staff recommends that the City Council/Redevelopment Agency adopt Resolution Numbers 2011-7003 and R-11-247 authorizing:

1. The City Manager/Executive Director to finalize and execute a lease for real property located at 495 10<sup>th</sup> Street; and
2. The City Manager/Executive Director to take any implementing actions to carry out the intent and purposes of the lease agreement.

**CITY MANAGER'S/EXECUTIVE DIRECTOR'S RECOMMENDATION:**

Approve Department recommendation.



---

Gary Brown, City Manager/Executive Director

**ATTACHMENTS:**

1. City Council Resolution No. 2011-7003
2. Redevelopment Agency Resolution No. R-11-247
3. Proposed Lease Agreement

**RESOLUTION NO R-11-247**

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY AND THE AGENCY FOR 495 10<sup>TH</sup> STREET.**

**WHEREAS**, the City of Imperial Beach [City] is a municipal corporation duly created and existing pursuant to the constitutional laws of the State of California; and

**WHEREAS**, the Imperial Beach Redevelopment Agency [Agency] is a public body, corporate and politic of the State of California, organized and existing pursuant to California Health and Safety Code sections 33000, et seq.; and

**WHEREAS**, the City is authorized, pursuant to Health and Safety Code section 33220(g) [Section 33220(g)], to lease property from the Agency; and

**WHEREAS**, in accordance with Section 33220(g), the Agency desires to lease that certain real property located at 495 10th Street, in the City of Imperial Beach [Property], which is located within the Palm Avenue/Commercial Redevelopment Project Area to the City; and

**WHEREAS**, the Agency has considered the terms of the Lease Agreement with the City for the Property.

**NOW, THEREFORE, BE IT RESOLVED** by the Imperial Beach Redevelopment Agency DOES HEREBY RESOLVE, as follows:

Section 1: The foregoing recitals are true and correct.

Section 2: The Redevelopment Agency Board of the City of Imperial Beach hereby approves the Lease Agreement [Agreement] for the lease of the Property in substantially the form attached to the staff report for this item and authorizes the Executive Director to (1) finalize and execute the Agreement and (2) take any necessary actions to implement the Agreement.

Section 3: This Resolution shall be effective on the date of approval.

Section 4: The lease of real property is not a "project" as defined by the California Environmental Quality Act (CEQA) because the lease agreement will continue the existing use of the Property. Prior to any redevelopment of the Property, the appropriate level of CEQA review will be completed.

Section 5: If any section, sentence, clause or phrase of this Resolution is determined to be invalid, illegal, void or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The Agency Board declares that it would have passed and adopted the Resolution, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**PASSED, APPROVED, AND ADOPTED** by the Imperial Beach Redevelopment Agency at its meeting held on the 16<sup>th</sup> day of February 2011, by the following vote:

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

---

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

---

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

**Attachment 3**

LEASE AGREEMENT

by and between

REDEVELOPMENT AGENCY OF  
CITY OF IMPERIAL BEACH

AGENCY AND LESSOR,

and

CITY OF IMPERIAL BEACH,

CITY AND LESSEE.

## LEASE

This Lease Agreement (“Lease”) is made by and between the Redevelopment Agency of the City of Imperial Beach, a public body, corporate and politic (“Agency” or “Lessor”) and the City of Imperial Beach, a municipal corporation (“City” or “Lessee”). Lessor and Lessee are sometimes referred to as “Party” or “Parties.”

### SUBJECT OF LEASE

#### 1.1 Purpose of the Lease

The purpose of this Lease is to effectuate the Redevelopment Plan for the Palm/Commercial Redevelopment Project Area by providing for the leasing of the Premises to Lessee. The Lease of the Premises and the maintenance and operation of the Improvements pursuant to this Lease, and the fulfillment generally of this Lease, are in conformance with Agency’s Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area and are in the vital and best interests of the City and the health, safety, morals, and welfare of the City’s residents and businesses, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

#### 1.2 The Premises

The real property (the “Property”) and the improvements thereon located at 495 10th Street, Imperial Beach, California generally known or referred to as the City’s Public Works Storage Yard and more specifically identified as APN 626-060-05 (the “Property” together with the improvements is referred to as the “Premises”) are the subject of the Lease. The legal description of the Property is attached to this Agreement as Exhibit “A” and is incorporated in full herein by this reference.

The Premises consist of approximately 1.79 acres improved with an existing single story administrative office of approximately 3,852 square feet and a one and one-half story garage all of which are more specifically identified in Exhibit “B” attached hereto and incorporated in full herein by this reference.

### LEASE OF THE PREMISES

#### 2.1 Lease

For and in consideration of the conditions, covenants and agreements set forth herein, Agency hereby leases and demises the Premises to City as Lessee and Lessee does hereby take and Lease the Premises from Agency. Lessee accepts the Premises in an “as is” condition given its occupancy of the Premises as owner prior to the Effective Date of this Lease.

#### 2.2 Term of the Lease

### **Attachment 3**

Unless extended or sooner terminated as provided herein, the term of this Lease (the "Term") shall begin on the Effective Date (as defined below) and expire on the ninety ninth (99th) annual anniversary of the Effective Date. For purposes of this Lease, the term "Effective Date" shall mean the date set forth in Section 8.12, below.

At the expiration of this Lease, Lessee shall execute, acknowledge and deliver to Agency, within thirty (30) days after written demand by Agency, a valid and recordable quitclaim deed covering the Premises and the Improvements, free and clear of all liens and encumbrances.

#### **RENT AND DEPOSIT**

##### **3.1 Amount and Commencement of Rent**

On the Effective Date, and on January 1 of each year thereafter, for the entire Term, Lessee shall pay to Agency a sum of ONE DOLLAR AND NO CENTS (\$1.00), per year (the "Rent").

##### **3.2 Security Deposit.**

Agency hereby acknowledges that in connection with this Lease, Lessee has deposited with Agency a security deposit in the amount of FIVE HUNDRED TEN DOLLARS AND NO CENTS (\$510.00) ("Deposit") as security for the full and faithful performance of Lessee's obligations under this Lease. In the event of an event of default, then Lessor may use the Deposit, or any portion of it, to the extent necessary to cure or remedy the Event of Default. Lessee shall pay to Lessor, on thirty-days' (30-days') written notice, the amount so applied in order to restore the Deposit to its original amount, and Lessee's failure to do so shall constitute an event of default. If Lessee is not in default with respect to the obligations set forth in this Lease at the expiration or termination of this Lease, then Agency shall return the Deposit to Lessee within thirty (30) days after expiration or termination of this Lease, whichever is applicable.

#### **USE OF THE PREMISES AND IMPROVEMENTS**

##### **4.1 Use of the Premises and Improvements**

Lessee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Premises and Improvements or any portion thereof, that through the Term of this Lease, Lessee, such successors and such assignees may use the Premises for any municipal purposes, including, but not limited to, affordable housing and public improvements, in conformance with the Redevelopment Plan. Any use meeting such criteria shall be defined as "Lessee's Use."

Without limiting the foregoing paragraph, in the event that Lessee Transfers the Premises to any third party for development pursuant to the Redevelopment Plan, such Transfer shall first

### **Attachment 3**

be approved by the City Council after public hearing, in conformance with Health and Safety Code section 33433(a).

#### **4.2 Obligation to Refrain from Discrimination**

Pursuant to the applicable provisions of the California Community Redevelopment Law, 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:

There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, disability, age or ancestry 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..

#### **4.3 Assignment of Lease**

Lessee may make any Transfer, hereinafter defined, to any person or entity (a "Transferee"), without the prior written consent of Agency so long as the Premises continue to be dedicated to Lessee's Use by the Transferee. "Transfer," as used herein, shall mean any assignment or attempt to assign this Lease or any right herein, any total or partial transfer, sale, assignment, lease, sublease, license, franchise, gift, hypothecation, mortgage, pledge, encumbrance or the like. In the event of such a Transfer, the Transferee shall be provided a non-disturbance agreement in a form satisfactory to Transferee, Lessor and Lessee so long as an attornment agreement in form satisfactory to all parties is executed by Transferee recognizing all rights of Lessor under the Lease and the absence of any events of default on the part of Lessor at the time of the Transfer.

#### **4.4 Quiet Enjoyment**

The parties hereto mutually covenant and agree Lessee, by keeping and performing the covenants herein contained, shall at all times during the Term of this Lease, peaceably and quietly have, hold and enjoy the Premises and Improvements.

### **OWNERSHIP OF AND RESPONSIBILITY FOR IMPROVEMENTS**

#### **5.1 Ownership During Term and at Termination**

All the Improvements, whether or not constructed or installed by Lessee as permitted or required by this Lease shall, during the Term become part of the Premises and Lessee's leasehold

### **Attachment 3**

interests under this Lease shall apply to the Improvements. All the Improvements, whether existing thereon on the Effective Date, or constructed or installed thereon by Lessee as permitted or required by this Lease shall, at the expiration or sooner termination of the Term be and remain the property of Agency. Subject to Lessee's rights and obligations set forth in this Lease relating to alterations and additions, Lessee shall have no right at any time to waste, destroy, demolish or remove any of the Improvements. Lessee's rights and powers with respect to the Improvements are subject to the terms and limitations of this Lease. Agency and Lessee covenant for themselves and all persons claiming under or through them that the Improvements are real property.

#### **5.2 Maintenance and Repair of Improvements**

Lessee agrees to assume full responsibility for the operation and maintenance of the Premises and the Improvements and all fixtures and furnishings, thereon or therein, throughout the Term without expense to Agency unless otherwise specified herein, and to perform all repairs and replacements necessary to maintain and preserve the Premises and the Improvements and fixtures and furnishings and walkways and landscaping in a decent, safe and sanitary condition in a manner reasonably satisfactory to Agency and in compliance with all applicable laws. Lessee agrees Agency shall not be required to perform any maintenance, repairs, or services or to assume any expense not specifically assumed herein in connection with the Premises and the Improvements, fixtures and furnishings, and sidewalks and landscaping.

#### **5.3 Waste**

Lessee shall not commit or suffer to be committed any waste or impairment of the Premises or the Improvements, or any part thereof. Lessee agrees to keep the Premises and the Improvements clean and clear of refuse and obstructions, and to lawfully dispose of all garbage, trash and rubbish.

### **NO SUBORDINATION OF AGENCY'S INTERESTS**

#### **6.1 Landlord's Reversionary Interest**

Agency's interest in the Premises under this Lease is a vested landlord's reversionary interest and not just a contractual obligation of Lessee. Notwithstanding anything which is or appears to be to the contrary in this Lease, Lessee shall not encumber Agency's interest under this Lease or Agency's fee interest in the Premises by any mortgage, deed of trust, lien, security instrument or financing conveyance of any kind whatsoever.

### **DEFAULTS, REMEDIES AND TERMINATION**

#### **7.1 Defaults - General**

### **Attachment 3**

Subject to the extensions of time set forth in Section 8.15 of this Lease, failure or delay by either Party to perform any term or provision of this Lease constitutes a default under this Lease. The Party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and, in any event, for monetary defaults within thirty (30) days of such failure or delay, and for non-monetary defaults within the time reasonably required for cure with reasonable diligence, not to exceed one hundred and eighty (180) days plus any period or periods of enforced delay required by Section 8.15 of this Lease (the "Cure Period").

#### **GENERAL PROVISIONS**

##### **8.1 Notices, Demands and Communications between the Parties**

Formal notices, demands and communications between Agency and Lessee shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency, to the attention of Agency's Assistant Executive Director, and of Lessee to the attention of the City Manager at the following address:

825 Imperial Beach Boulevard  
Imperial Beach, California 91932

Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Sufficient notice may also be given by personal delivery or reputable overnight delivery service in lieu of mail if reasonably adequate records are maintained of such service in the ordinary course of business by the person or entity effecting such service.

##### **8.2 Time of Essence**

Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

##### **8.3 Conflict of Interests**

No board member, official or employee of Agency or City council member, official or employee shall have any personal interest, direct or indirect, in this Lease, nor shall any such individual(s) participate in any decision relating to the Lease which affects his/her personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

Lessee warrants it has not paid or given, and will not pay or give, any officer or employee of Agency any money or other consideration for obtaining this Lease.

##### **8.4 Non-liability of City and/or Agency Officials and Employees**

### **Attachment 3**

No official or employee of the Parties shall be personally liable, in the event of any default or breach by a Party, for any amount which may become due to the non-defaulting or non-breaching Party or successor on any obligation(s) arising from said default or breach under the terms of this Lease.

#### **8.5 Applicable Law**

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

#### **8.6 No Partnership**

Neither anything in this Lease contained, nor any acts of Agency or City shall be deemed or construed by any person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Agency and City.

#### **8.7 Compliance with Law**

The Parties agree, at their respective cost and expense, to comply and secure compliance, as applicable to each Party, with all the applicable and valid requirements now in force, or which may hereafter be in force, of all municipal, county, State and federal authorities, pertaining to the Premises and Improvements, as well as operations conducted thereon, and to faithfully observe and secure compliance with, in the use of the Premises and Improvements, all applicable county and municipal ordinances and state and federal statutes now in force or which may hereafter be in force, including all laws prohibiting discrimination or segregation in the use, sale, Lease or occupancy of the property.

#### **8.8 Surrender of Property**

Except as otherwise expressly provided in this Lease, upon the expiration or termination of this Lease pursuant to the terms hereof, it shall be lawful for Agency to reenter and repossess the Premises and Improvements without process of law, and Lessee, in such event, does hereby waive any demand for possession thereof, and agrees to surrender and deliver the Premises and Improvements peaceably to Agency immediately upon such expiration or termination in good order, condition and repair, except for reasonable wear and tear.

#### **8.9 Severability**

If any provision of this Lease shall be adjudged invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

### **Attachment 3**

#### **8.10 Lease Construed as a Whole.**

The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Lessor or Lessee. The parties acknowledge that each party and its counsel have reviewed this Lease and participated in its drafting and therefore that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed nor applied in the interpretation of this Lease.

#### **8.11 Binding Effect**

This Lease, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

#### **8.12 Captions**

The captions contained in this Lease are merely a reference and are not to be used to construe or limit the text.

#### **8.13 Entire Agreement, Waivers and Amendments**

This Lease, together with the exhibits hereto, all of which are incorporated herein by reference, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Lessor and Lessee. This Lease is executed in two (2) duplicate originals, each of which is deemed to be an original. This Lease shall become effective on the date it is executed on behalf of both Parties ("Effective Date"). If the Lease execution does not take place contemporaneously, the Effective Date shall be the date on which the second Party executes the Lease.

All waivers of the provisions of this Lease must be in writing and signed by the appropriate authorities of Agency or Lessee and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and City.

#### **8.14 Approvals**

Except as expressly provided otherwise in this Lease, approvals required of Agency or City shall not be unreasonably withheld, conditioned or delayed. Amendments to this Lease may be signed on behalf of Agency by Agency's Executive Director or Assistant Executive Director and for the City by the Mayor or City Manager as may be designated by the City Council.

#### **8.15 Force Majeure**

### **Attachment 3**

Lessee shall not be deemed to be in default for failure to perform any obligations under the Lease, including monetary performance, when delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays of any contractor, sub-contractor or supplier, acts of any public or governmental agency or entity (other than the City), or any causes beyond the control or without the fault of the City ("Force Majeure Event"). An extension of time for any such Force Majeure Event shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause of the Force Majeure Event, if notice by the City is sent to the Agency within thirty (30) calendar days of knowledge of the commencement of such cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Event unless and until the City delivers to the Agency written notice describing the event, its cause, when and how the City obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom. The City shall deliver such written notice within thirty (30) calendar days after it obtains actual knowledge of the Force Majeure Event. Times of performance under this Lease may also be extended in writing by the City and the Agency.

#### **8.16 Indemnity**

In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code section 895, the Parties, as between themselves, pursuant to the authorization contained in Government Code sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code section 895.2. To achieve the above-stated purpose, each Party indemnifies, defends and holds harmless the other Party for any liability, losses, cost or expenses that may be incurred by such other Party solely by reason of Government Code section 895.2.

SIGNATURES FOLLOW IN NEXT PAGE

**Attachment 3**

LESSEE

CITY OF IMPERIAL BEACH

By: \_\_\_\_\_  
Gary Brown  
City Manager

ATTEST:

CITY CLERK  
CITY OF IMPERIAL BEACH

APPROVED AS TO FORM

By: \_\_\_\_\_  
Jennifer Lyon  
City Attorney

LESSOR

IMPERIAL BEACH REDEVELOPMENT  
AGENCY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Brown  
Executive Director

ATTEST:

\_\_\_\_\_  
Jacqueline M. Hald  
Secretary of the Imperial Beach  
Redevelopment Agency

**Attachment 3**

APPROVED AS TO FORM

By: \_\_\_\_\_  
Jennifer Lyon  
Agency General Counsel

KANE, BALLMER & BERKMAN

By: \_\_\_\_\_  
Susan Y. Cola  
Agency Special Counsel

EXHIBIT A  
PROPERTY LEGAL DESCRIPTION

## Legal Description

### **APN: 626-060-05**

All of Block 76 of the South San Diego Company's Addition to South San Diego, in the City of Imperial Beach, County of San Diego, State of California, according to Map thereof No. 497, filed in the Office of the County Recorder of San Diego County, October 4, 1887, excepting that portion lying within the right of way of the San Diego and Arizona Railway as said right of way was granted to the San Diego and Arizona Railway, according to Book 151, page 377 of Deeds on file in the Office of the County Recorder of the County of San Diego.

Together with those portions of Boulevard Avenue, 10th Street (9th Street on Map No. 497) and 11th Street (Butler Avenue on Map No. 497), vacated and closed to public use by Resolution No. 1300 of the City Council of the City of Imperial Beach, a certified copy recorded July 10, 1967 as File No. 99811 of Official Records, which would pass to the adjoining owner by operation of law.

**EXHIBIT B**

**SITE MAP**



Property Location



1000 ft  
500 m



©2011 Google - Map data ©2011 Google



**Project Area - 495 10th Street**

6280600500

6280600200

6280600100

**CHERRY**

**CHERRY**

**10TH**



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** GARY R. BROWN, CITY MANAGER

**MEETING DATE:** FEBRUARY 16, 2011

**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT  
JERRY SELBY, REDEVELOPMENT COORDINATOR 

**SUBJECT:** ADOPT RESOLUTION NO. 2011-7001 DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY, DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY, AND APPROVE THE SAN DIEGO COUNTY HOUSING AUTHORITY TO FUNCTION AND OPERATE LEASED HOUSING

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**BACKGROUND:**

On January 14, 2011, pursuant to the provisions of California Health and Safety Code sections 34200, et seq., (the "Housing Authority Law"), the City Council adopted Resolution No 2011-6989/R-11-241<sup>1</sup> declaring that there is a need for a housing authority to function in the City.

**DISCUSSION:**

Pursuant to Housing Authority Law (i.e. sections 34277 and 34290), once the legislative body forms a housing authority, it is necessary for the legislative body to either appoint commissioners or declare its members as the commissioners of the housing authority. Additionally, the mayor of the city shall designate the first chairman from among the commissioners until the housing authority selects his or her successor from among its commissioners. Additionally, pursuant to section 34209 of the Housing Authority Law, a county housing authority has no power to initiate a project or leased housing within the territorial boundaries of a city that has empowered its housing authority to transact business and exercise its powers, except as provided in section 34312.5 of the Housing Authority Law. Section 34312.5 of Housing Authority Law allows a county housing authority to provide leased housing throughout the county unless a city housing authority disapproves in advance.

Therefore, the attached Resolution accomplishes the following:

**Members of City Council as Commissioners.** Section 34290 of the Housing Authority Law provides that as an alternative to the appointment of commissioners to the Housing Authority,

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<sup>1</sup> Resolution No 2011-6989/R-11-241 is a joint resolution of the City Council of the City of Imperial Beach and the Redevelopment Agency of the City of Imperial Beach, however we address in this staff report the actions taken by the City Council of the City of Imperial Beach.

the City Council may declare itself to be the commissioners of the Housing Authority. The members of the City Council would be declared the commissioners of the Housing Authority.

**Interim Chairman.** Section 34277 of the Housing Authority Law provides that the mayor shall designate the first chairman from among the commissioners until the Housing Authority selects his or her successor. The mayor would be designated the first interim chairman of the Housing Authority.

**Cooperation with San Diego County Housing Authority.** Section 34209 requires a county authority to no longer transact business in the territorial boundaries of city authority once it is authorized to transact business. However, section 34312.5 of the Housing Authority Law provides that a county housing authority may continue to provide leased housing. The San Diego County Housing Authority will be authorized to continue to provide leased housing within the territorial limits of the City of Imperial Beach.

**ENVIRONMENTAL IMPACT**

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

**FISCAL IMPACT:**

None anticipated.

**DEPARTMENT RECOMMENDATION:**

Adopt Resolution No. 2011-7001 declaring the members of the City Council as the commissioners of the Housing Authority, designating the mayor as the first interim chairman of the Housing Authority, and approve the San Diego County Authority to function and operate leased housing.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



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

Attachments:

1. Resolution No. 2011-7001

**RESOLUTION NO 2011-7001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DECLARING THAT THE MEMBERS OF THE CITY COUNCIL SHALL BE THE COMMISSIONERS OF THE HOUSING AUTHORITY, DESIGNATING THE FIRST INTERIM CHAIRMAN OF THE HOUSING AUTHORITY, AND APPROVING THE SAN DIEGO COUNTY HOUSING AUTHORITY TO FUNCTION AND OPERATE LEASED HOUSING.**

**WHEREAS**, the Housing Authority Law is codified in Health and Safety Code sections 34200, et seq. (the "Law"); and

**WHEREAS**, Section 34240 of the Law provides that in every city there is a public body corporate and politic known as the Housing Authority of the city; and

**WHEREAS**, on January 14, 2011, the City Council adopted Resolution No 2011-6989/R-11-241 establishing the Housing Authority of the City of Imperial Beach to transact business and exercise powers to the extent permitted under the Law; and

**WHEREAS**, Section 34290 of the Law provides that the City Council may declare by resolution that the City Council shall be the Commissioners of the Housing Authority; and

**WHEREAS**, Section 34277 of the Law provides that the Mayor of the City shall designate the Interim Chairperson of the Housing Authority from among the Housing Authority Commissioners, and thereafter the Housing Authority shall select his or her successor among its commissioners; and

**WHEREAS**, Sections 34209 and 34312.5 allow a county housing authority to provide leased housing throughout the county unless a city housing authority disapproves in advance.

**NOW, THEREFORE, BE IT RESOLVED,**

Section 1: The foregoing recitals are true and correct.

Section 2: Pursuant to Section 34290 of the California Health and Safety Code, the City Council of the City of Imperial Beach finds that the appointment of the members of the City Council as the Commissioners of the Housing Authority of the City of Imperial Beach will serve

the public interest and promote the public safety and welfare in an effective manner and, therefore, the City Council Members of the City of Imperial Beach are hereby declare to the Commissioners of the Housing Authority of the City of Imperial Beach and all the rights, powers, duties, privileges and immunities which are adjusted by the Housing Authority Law and the Housing Authority of the City of Imperial Beach shall be vested in the Commissioners, except as otherwise provided by the Housing Authority Law.

Section 3: The Mayor of the City of Imperial Beach shall serve as the interim Chairperson of the Housing Authority of the City of Imperial Beach, until a permanent chairperson is selected.

Section 4: The adoption of Resolution No 2011-6989/R-11-241 shall not, except as otherwise provided for by resolution of the Housing Authority of the City of Imperial Beach, impair the ability of the San Diego County Housing Authority and is hereby approved to function and operate leased housing within the territorial limits of the City of Imperial Beach pursuant to Sections 34209 and 34312.5 of the Health and Safety Code.

Section 5: This activity is not a “project” and is therefore exempt from CEQA pursuant to State CEQA Guidelines Section 15060(c)(3).

Section 6: If any section, sentence, clause or phrase of this Resolution is determined to be invalid, illegal, void or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council and Agency Board declare that they would have passed and adopted the Resolution, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

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

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

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JAMES C. JANNEY, MAYOR

ATTEST:

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JACQUELINE M. HALD  
CITY CLERK



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

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

**SUBJECT:** CITY COUNCIL REPRESENTATION ASSIGNMENTS

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**BACKGROUND:**

Pursuant to Section 2.18.010.C of the Imperial Beach Municipal Code (I.B.M.C.), appointments to all commissions, boards and committees, except the planning commission and the personnel board, shall be made by the Mayor, with the approval of the City Council.

**DISCUSSION**

Subsequent to City Council's approval of the Mayor's appointments to the City Council Representation Assignments for 2011, staff discovered a scheduling conflict for the Primary and Alternate representatives for both the Metro Wastewater Commission/JPA and the SANDAG – Shoreline Preservation Working Group. Both groups meet on the 1<sup>st</sup> Thursday of every month at approximately the same time.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

None.

**DEPARTMENT RECOMMENDATION:**

1. Mayor appoint/change City Council Representation Assignments for the Metro Wastewater Commission/JPA and the SANDAG – Shoreline Preservation Working Group in accordance with Chapter 2.18.010.C of the I.B.M.C.
2. City Council approve Mayor's appointments the Metro Wastewater Commission/JPA and the SANDAG – Shoreline Preservation Working Group.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

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

**Attachments:**

1. 2011 City Council Representation Assignment List

**2011 CITY OF IMPERIAL BEACH  
CITY COUNCIL REPRESENTATION ASSIGNMENTS**

ATTACHMENT 1

<p><b>SOUTH BAY MAYORS AND CITY MANAGERS COMMITTEE:</b> National City, Chula Vista, Coronado, and San Diego meet to discuss mutual concerns relating to South Bay.</p> <p>Primary - Mayor Janney 1<sup>st</sup> Alternate – Mayor Pro Tem Bilbray</p>	<p>Contact: City of Chula Vista Sylvia Martinez, Secretary to the Mayor (619) 691-5044</p> <p>Meetings: Usually 4<sup>th</sup> Monday of each month by the host city (rotated) at 12:00 p.m. for approximately 1 hour.</p>
<p><b>SD DIVISION, LEAGUE OF CALIFORNIA CITIES:</b> A coalition of California cities meeting on issues of statewide concern.</p> <p>Primary – Councilmember Bragg 1<sup>st</sup> Alternate – Mayor Janney</p>	<p>Contact: City of La Mesa Mary Kennedy, City Clerk (619) 667-1120</p> <p>Location: Four Points Sheraton 8110 Aero Drive San Diego, CA 92123</p> <p>Meetings: 2<sup>nd</sup> Monday of each month at lunchtime</p>
<p><b>SD DIVISION, LEAGUE OF CALIFORNIA CITIES – LEGISLATIVE SUB-COMMITTEE:</b> A coalition of San Diego County cities that reviews and provides direction to the San Diego Division membership on bills pending before the Legislature.</p> <p>Primary – Councilmember Bragg 1<sup>st</sup> Alternate – Mayor Janney</p>	<p>Contact: Catherine Hill, Regional Affairs Manager (619) 295-8282</p> <p>Location: Four Points Sheraton 8110 Aero Drive San Diego, CA 92123</p> <p>Meetings: 2<sup>nd</sup> Monday of each month at lunchtime</p>
<p><b>LEAGUE OF CALIFORNIA CITIES - COASTAL CITIES INTEREST GROUP</b> A coalition of California cities meeting on statewide coastal issues.</p> <p>Primary – Councilmember Spriggs 1<sup>st</sup> Alternate – Mayor Janney</p>	<p>Contact: Mary Creasey, Public Affairs Analyst League of California Cities 1400 K Street Sacramento, CA 95814 (916) 658-8243</p> <p>Location: TBD (2 meetings by conference call; 1 meeting at Annual Conference in September)</p> <p>Meetings: TBD</p>
<p><b>METROPOLITAN TRANSIT SYSTEMS BOARD:</b> Public transportation issues.</p> <p>Primary – Mayor Janney 1<sup>st</sup> Alternate – Councilmember Bragg</p>	<p>Contact: Valerie Vizkeleti, Clerk of the Board (619) 557-4515</p> <p>Location: 1255 Imperial Ave., Ste. 1000 San Diego, CA 92101-7490 (619) 231-1466</p> <p>FAX: (619) 234-3407</p> <p>Meetings: Typically 2<sup>nd</sup> or 4<sup>th</sup> Thursdays of each month at 9:00 a.m. (Meeting schedule available) (\$150/meeting – not to exceed eight meetings)</p>
<p><b>SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) BOARD:</b> The regional council of governments, which fosters cooperation on solving regional issues, such as transportation.</p> <p>Primary – Mayor Janney 1<sup>st</sup> Alternate – Councilmember King 2<sup>nd</sup> Alternate – Councilmember Bragg</p>	<p>Contact: Deborah Gunn, Clerk of the Board (619) 699-1912</p> <p>Location: 401 B Street, Ste. 800 First Interstate Plaza San Diego, CA 92101 (619) 699-6905</p> <p>Meetings: Executive Committee: 2<sup>nd</sup> Friday of each month at 9:00 a.m. Board Policy/Business: 2<sup>nd</sup> Friday of each month at 10:00 a.m. Board Business: 4<sup>th</sup> Friday of each month at 9:00 a.m. (\$100 Committee meeting / \$150 Board meeting)</p>
<p><b>SANDAG – SHORELINE PRESERVATION WORKING GROUP:</b> To advise SANDAG on issues related to the adopted Shoreline Preservation Strategy and opportunities for beach replenishment.</p> <p>Primary – Mayor Janney 1<sup>st</sup> Alternate – Councilmember Spriggs</p>	<p>Contact: Shelby Tucker, SANDAG (619) 699-1916</p> <p>Location: 401 B Street, Ste. 800 First Interstate Plaza San Diego, CA 92101 (619) 699-1905</p> <p>Meetings: 1<sup>st</sup> Thursday of every other month 11:30 a.m. -1:00 p.m.</p>

**2011 CITY OF IMPERIAL BEACH  
CITY COUNCIL REPRESENTATION ASSIGNMENTS**

<p><b>CHAMBER OF COMMERCE LIAISON:</b>  Primary – Mayor Pro Tem Bilbray 1<sup>st</sup> Alternate – Councilmember King</p>	<p>Contact: Kim Palkovic, Executive Assistant (619) 424-3151 Location: Community Room/behind City Hall 825 Imperial Beach Blvd. Meetings: 2<sup>nd</sup> Wednesday of each month at 5:00 p.m.</p>
<p><b>METRO WASTEWATER COMMISSION/JPA:</b> Oversees the sewage system for the San Diego area and makes decisions regarding financial expenditures relating to the sewage system.  Primary – Councilmember Spriggs Alternate – Mayor Janney  AFFORD (Padre Dam) – Amy – (619) 258-4614</p>	<p>Contact: Lori Anne Peoples (619) 476-2557 Location: 9192 Topaz Way, MOC II Auditorium San Diego, CA 92123 Meetings: 1<sup>st</sup> Thursday of each month 12:00 p.m. - 1:30 p.m. (\$150/day)</p>
<p><b>BAYSHORE BIKEWAY WORKING GROUP:</b> Purpose is to promote improvements to the 26-mile bikeway around San Diego Bay.  Primary – Councilmember King Alternate – Mayor Janney</p>	<p>Contact: Stephan Vance, SANDAG (619) 699-1924 Location: TBD Meetings: Quarterly, as needed</p>
<p><b>JOB CORPS LIAISON: Community Relations Council</b>  Primary – Councilmember Bragg Alternate – Mayor Pro Tem Bilbray</p>	<p>Contact: Frank Buttino, Business Community Liaison (619) 429-8500 x216 Location: 1325 Iris Ave., Building 60 Imperial Beach, CA 91932 Meetings: Once every quarter (notified in advance) at Culinary Arts Center at 11:30 a.m.</p>
<p><b>SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL (SCEDC):</b> To encourage private investment in the South San Diego County region as well as to promote the cultural, educational, social, and geographic opportunities of the area.  Primary – Councilmember King 1<sup>st</sup> Alternate – Councilmember Spriggs</p>	<p>Contact: Cindy Gomper Graves, Executive Director (619) 424-5143 South County EDC 1111 Bay Blvd., Ste. E Chula Vista, CA 91911 Location: South County Regional Education Center 800 National City Blvd., National City Meetings: 1<sup>st</sup> Tuesday of each month at 7:30 a.m.</p>
<p><b>HEARTLAND COMMUNICATIONS FACILITY AUTHORITY/JPA BOARD:</b> A Joint Powers Authority between the Cities of El Cajon, Imperial Beach, La Mesa, Santee, Lemon Grove, and Fire Protection Districts San Miguel, Lakeside, East County, and Alpine.  Primary – Councilmember Bragg 1<sup>st</sup> Alternate – Mayor Bilbray</p>	<p>Contact: Valerie Nellis (619) 441-1623 vnellis@heartlandfire.net Location: Ronald Reagan Community Center 200 East Douglas Ave. El Cajon, CA 92020 Meetings: Quarterly: 4<sup>th</sup> Thursday of January, April, July and October at 4:00 p.m. (\$100/meeting)</p>

**CITY COUNCIL STANDING COMMITTEES**

***Military Affairs Subcommittee***

Mayor Janney  
Councilmember Bragg

**CITY COUNCIL AD HOC COMMITTEES**

***Work with School Systems***

Mayor Janney  
Councilmember Bragg

***Sand Replenishment Projects***

Councilmember Spriggs  
Councilmember King