

LAST MINUTE AGENDA INFORMATION

07/15/09 Regular Meeting

(Agenda Related Writings/Documents provided to a majority of the City Council after distribution of the Agenda Packet for the July 15, 2009 Regular meeting.)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
2.4	<p>RESOLUTION NO. 2009-6781 – APPROVING A MEMORANDUM OF UNDERSTANDING ON WAGES AND OTHER TERMS AND CONDITIONS BETWEEN THE CITY AND THE IMPERIAL BEACH FIREFIGHTERS’ ASSOCIATION (IBFA) AND AMENDING FISCAL YEAR 2009-10 AND FISCAL YEAR 2010-11 BUDGETS.</p> <p>a. Revisions to pages 9 and 10 of IBFA MOU (Attachment 2).</p>
2.6	<p>MARINE LIFE PROTECTION ACT (MLPA) LETTER.</p> <p>a. Revision to page 2 of recommended draft MLPA letter (Attachment 4).</p>
6.1	<p>9TH AND PALM REDEVELOPMENT PROJECT.</p> <p>a. Letter from Jeff Phair of The Phair Company, received July 14, 2009. b. Letter from Jeffrey Rasak of Sterling Development Corporation, received July 14, 2009.</p>

4. State Disability Insurance and Individual Term Life Insurance: Each employee will be provided by City State Disability Insurance and Individual Term Life Insurance, such insurance will not be part of the Flexible Benefits Plan and must be paid by the EMPLOYEE as a normal payroll after-tax deduction.
5. Enrollment and Election: Election under the City's Flexible Health Benefit Plan shall take effect on the first of the month following 30 days after approval of the request. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the EMPLOYEE will not be allowed to change except as follows:

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At the next open enrollment

Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the City Personnel Department via an approved and completed enrollment form and a Health Statement Request, if required.

The CITY shall not be liable for any medical costs resulting to the employee as part of this election.

Article 14.0 Uniform Replacement Allowance

Existing employees will receive a uniform maintenance allowance in the amount of \$600 per fiscal year on a separate check. In FY ~~07-08~~09-10, this uniform maintenance allowance will be paid as soon as practical after ratification of the MOU. For FY ~~08-09~~10-11 this uniform maintenance allowance will be paid no later than July 31. For new firefighter employees, the City will purchase two pair of nomex uniform shirts and two pair of nomex uniform pants. Beginning January 1, 2006 only nomex uniforms will be permitted.

Article 15.0 Physical Examinations

1. The CITY will provide comprehensive physical examinations bi-annually for al firefighting personnel. This medical exam shall include vision screening, a pulmonary function test, lumbar and chest x-rays, an electrocardiogram (EKG), and medical examiners certificate as required by the Department of Motor Vehicle for Class "B" license.
2. Utilize one (1) member from the bargaining group and one (1) management employee, as designated by the City Manager to develop and implement physical fitness standards for all new safety employees and work toward developing physical fitness standards for existing safety employees based on NFPA 1001.

Article 16.0 Prevailing Benefits

All benefits, privileges and working conditions within the scope of representation which are not included in this agreement shall continue during the term of this agreement unless modified as a result of meeting and conferring between the parties as required by State Law.

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Article 17.0 Service to the Public

The Imperial Beach Firefighters' Association will actively assist in and encourage improved service to the citizens of Imperial Beach and the ASSOCIATION members will at all times provide helpful and courteous service to the citizens of Imperial Beach.

Article 18.0 Term

The term of this M.O.U. shall be for a two (2) year period commencing ~~July 1, 2007~~ July 1, 2009, and ending ~~June 30, 2009~~ June 30, 2011, and shall commence on the date when the terms and conditions for its effectiveness, as set forth in the Implementation Article, are fully met. This M.O.U. shall remain in effect and shall not expire prior to ~~June 30, 2011~~ June 30, 2009. After that date, it may be terminated by the City Council upon 30 days written notice and a public hearing.

Article 19.0 Salaries

1. Salary – There shall be no salary increase or cost of living adjustment from July 1, 2009 through June 30, 2011.
2. Stipend – One stipend of 1.5% of base salary earned in FY 08-09 shall be paid in one lump sum as soon as practical after July 1, 2009 and a second stipend of 1.5% of base salary earned in FY 09-10 shall be paid as soon as practical after July 1, 2010. Stipends will be prorated for employment days in FY 08-09 and FY 09-10 (i.e. new employees will only receive a prorated share of the stipend on base salary earned in the prior fiscal year). To be eligible for the first and second stipend employees must be employed at the City as of June 30, 2009 and June 30, 2010, respectively. These stipends will not be considered compensation in regards to PERS.

Article 20.0 Retirement Benefits

1. The CITY shall continue a policy of paying the full cost of the employee's share of current retirement benefits under the Public Employees Retirement System (PERS). The portion that has customarily gone to the employee's personal account in the Public Employees retirement System will continue to be credited to his/her account for purposes of separation.
2. Report of Employer Paid Member Contribution (EPMC): CITY agrees by resolution only to report the employer's value of EPMC in accordance with established rules and regulations set for by the PERS and under Government Code Section 20636 (c). Annual reporting of the EPMC by resolution only is subject to annual review and economic analysis by CITY of City's financial condition.
3. PERS 3% @ 50 Retirement Formula: The City will continue the 3% @ 50 service retirement benefit for fire public safety members.
4. PERS 1959 Survivor Benefit: Pursuant to California Public Employees Retirement Law Section 21546 (1957 Survivor Allowance) (i) On and after April 1, 1972 this section shall apply to all contracting agencies and to the employees of those agencies with respect to deaths occurring after April 1, 1972, whether or not the agencies have previously elected to be subject to this section.

Let me address the matter of designating an SMCA at the mouth of the Tijuana River. The Tijuana River Estuary is within the jurisdictional boundary of our city and is the most intact and important estuarine system left in the Southern California region. We work closely with the Estuary Reserve staff on many projects and are represented on the Reserve Management Authority. It is a National Wildlife Refuge, a NOAA National Estuarine Research Reserve, a State Park and a Ramsar Wetland of International Importance. We support a Tijuana River Mouth SMCA as long as such a designation will not preclude any activities described in items 1 and 2 above. Specifically we think that recreational fishing, swimming, surfing, kite-boarding, snorkeling, scuba diving, boating, and bird watching and other recreational aquatic activities should be allowed in a Tijuana River Mouth SMCA. Depending on the area's boundaries, on-shore commerce should not be hindered. This SMCA should also allow on-shore and off-shore sand replenishment including taking materials from the ocean bottom for sand replenishment. We do not support a Tijuana River Mouth SMR because it appears far too restrictive or prohibitive. We are especially concerned that an SMR would prohibit or restrict offshore dredging of materials necessary for sand replenishment. We believe a Tijuana River Mouth SMCA would have a positive effect on international, national, and local efforts to enhance ~~mitigate~~ environmental restoration ~~impacts from the river on the ocean if on-shore commercial, recreational, and~~ sand replenishment including dredging, recreational activities, and on-shore ~~were~~ commerce were allowed.

We appreciate the MLPA initiative's efforts to preserve marine life and the environment along our coast and believe that your initiatives can be successfully balanced with our community's recreational, commercial, and sand replenishment goals if there's sufficient dialogue among all stakeholders. Creating MPA designations that specify allowed, restricted, and prohibited activities within each and every designation on a case-by-case, location-by-location basis along the coast would go a long way to allay misunderstandings and mistrust.

In summary we oppose any MPA that would unduly restrict or prohibit recreation, commerce, and sand replenishment along the Imperial Beach coast. Conversely, we would support an MPA that specifically allows these activities.

Please distribute this letter to the Blue Ribbon Task Force Members, staff members, the South Coast Regional Stakeholders Group and any other appropriate groups involved in the MLPA process. We would also appreciate it if you would keep us apprised of other opportunities to give input as you move into Round Three.

Thank you for your consideration.

Sincerely,
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James C. Janney
Mayor
City of Imperial Beach

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THE PHAIR COMPANY
Real Estate Investments
3330 Bonita Road
Chula Vista, CA 91910
Phone (619) 426-0441 Fax (619) 426-2743

July 10, 2009

VIA FAX & MAIL

Jerry Selby
CITY OF IMPERIAL BEACH
REDEVELOPMENT AGENCY
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

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Mr. Selby,

My name is Jeff Phair. I am President of The Phair Company, a Chula Vista based real estate development & investment company. My company develops residential and commercial projects for its own account, as well as build-to-suits and asset management for corporate clients/partners. I was one of the original officers of the company that started the master planned community of Eastlake in the early 1980's. Since then, the principals of my company have been involved in the development or management of over five thousand (5000) residential units and over four million (4,000,000) square feet of commercial properties. Some articles and background information on The Phair Company is enclosed.

I am writing to you about the City's RFQ for redevelopment of the 9th & Palm property. My company had intended to make a proposal in response to the RFP. I attended the meeting on the site for interested developers several months ago. At that time I saw a representative of Sudberry Properties and Mike LaBarre of Fehlman LaBarre Architects. I knew then that the City of Imperial Beach already had the best development team for the property. I therefore did not respond to the RFQ. This situation reminded me of an old Jim Croce song "you don't pull on Superman's cape". The team of LaBarre & Sudberry is Superman in retail development.

I've known Tom Sudberry and Mike LaBarre for over 25 years. Mike's architectural firm has worked for me on several of my projects. They understand how important this property is as a "window" into Imperial Beach. Tom builds quality projects that are community compatible. As important, Sudberry Properties projects attract quality tenants that are an economic engine for future community development. When I wanted the best development team for the key retail component of Eastlake Town Center, I went to Sudberry Properties and Fehlman LaBarre Architects. They developed a beautiful shopping center.

Jerry, I grew up in the South Bay and started surfing at the I.B. pier and the sloughs 45 years ago. I have been in the real estate business in South Bay since 1971. I still live in Bonita. I bleed South Bay and am a shameless promoter of our community. I helped start the City of Chula Vista

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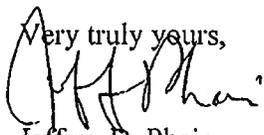
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Submitted by Jeff Phair

Redevelopment Agency and the South County Economic Development Corporation. When we started Eastlake the naysayers all said you can't build a quality master planned community in Chulajuana. We proved them wrong. One of the keys to our early success was "priming the pump". We built some of the first phase homes ourselves. But we invited guest builders with great reputations for quality to build most of our early subdivisions.

Those great builders were not selected because they paid us the highest price for our land. They were selected because they were known for being quality homebuilders. Their good reputations gave our young community instant recognition. This 9th & Palm property is a key property at the entrance to Imperial Beach. The selection of the development team for this property will set the standard for future development projects. I am not privy to the economics of the Sudberry Properties proposal. But I submit to you that for this key property, the developer/architectural team and their ability to set a standard of excellence for future development, is more important than the City getting the highest price for the land.

You also want to select a developer who has a track record of performance. I'll give you an example. Two years ago my company was one of two (2) finalists on an RFQ for a key entire block in the downtown of a city in San Diego County. My company was the best qualified. The city's redevelopment agency chose a first time developer that offered more money for the land. That neophyte developer also committed to an unrealistic completion schedule of 12 months for the large mixed-use retail/office/residential project (design, entitlements, financing, construction and lease-up). It has now been over two (2) years. Construction hasn't started. The city still has a blighted block at a key downtown intersection because that city got greedy. It is now rumored that the upstart developer who made all the big promises (and offered the highest price for the land) is going to sue that city to try and get his deposit back.

Jerry, The Phair Company bowed out of your RFQ competition because you already have the best. You have an opportunity to select the Superman team of Sudberry Properties and Fehlman LaBarre Architects. They are experienced and know how to design and build retail projects which complement the community and will stimulate more quality development. More important, Tom and Mike are men of integrity. If they tell you they are going to develop a quality project, they will perform. This letter was unsolicited and I have no economic benefit from the redevelopment agency's selection of Sudberry Properties. I'm just an advocate for quality real estate development in our community.

Very truly yours,

Jeffrey D. Phair

P.S. I recently visited the display of old surfboards and surf memorabilia. Please pass on to those responsible at the City of Imperial Beach a big "THANK YOU" from us old long board hang ten woodie driving surf dudes.

From: Jeff Rasak [mailto:sterlingdevelopment@yahoo.com]

Sent: Tuesday, July 14, 2009 2:27 PM

To: Jerry Selby

Cc: Greg Wade; Gary Brown; Dan L Malcolm; jdkingconstruction@gmail.com; Danny Fitzgerald

Subject: Re: 9th & Palm

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Thanks Jerry, but I am equally disappointed and disturbed to learn that the City Attorney has been the architect in chief and counselor for this lack of transparency. As a member of the California State Bar representing the City/Agency, I would have expected that he would have done everything possible to insure that this redevelopment process is open, fair, and transparent. Perhaps even more important, that the tax payers and stakeholders in I.B. had ample notice and an opportunity to review the Submittals (and especially the Sudberry Proposal which you are peddling) before the Staff Report was prepared/issued and/or before the City Council was asked to vote upon a binding ENA which will tie up \$11,000,000 of public Property for months to come. You seem to have forgotten that this is not your money Jerry, but rather ours.....the tax payers. Sterling Development Corporation and I.B. Promenade, LLC are perhaps the largest tax payers in the City of I.B. and certainly one of the City's largest stakeholders. And yet, despite my repeated requests to you for copies of the Submittals and notice of the proceedings, you (and apparently the City Attorney) have concealed these matters and proceedings from us, not affording SDC or I.B. Promenade notice and/or an opportunity to participate. Had I not contacted Tina today, neither Sterling nor I.B. Promenade, LLC would have known anything about the Staff Report or the impending City Council Meeting. In light of the foregoing, and in order to avoid further complications, I suggest that the City Council Meeting tomorrow be postponed until the affected tax payers and stakeholders have been afforded ample notice and an opportunity to review the pertinent documents upon which the Council will be asked to commit \$11,000,000 of public Property. Thank you for your consideration in this matter.

Jeffrey C. Rasak
President and Chief Executive Officer
Sterling Development Corporation
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Submitted by J. Rasak

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