



A G E N D A

IMPERIAL BEACH CITY COUNCIL REDEVELOPMENT AGENCY PLANNING COMMISSION PUBLIC FINANCING AUTHORITY



MAY 21, 2008

Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

CLOSED SESSION MEETING – 5:00 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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a)

Name of Case:

Jose Moreno; Gerardus Reed; Paulina Osorio; and Michelle Perez, a minor by her Guardian ad Litem, Maria V. Osorio v. City of Imperial Beach;
Case No. GIS 16682

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 ANNOUNCEMENTS/REIMBURSEMENTS/REPORTS

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.*

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

PRESENTATIONS (1.1 - 1.2)

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

City Manager's Recommendation: Present the Recycle All-Star Award Certificate (provided this month by the California Legislature Assembly, 79th Assembly District), \$100.00 check, and used oil-recycling premiums to Eugene Kocherga.

1.2* SIGNATURE ART PRESENTATION BY GAIDI FINNIE, IMPERIAL BEACH REPRESENTATIVE TO THE PORT OF SAN DIEGO'S PUBLIC ART COMMITTEE. (0150-70)

* No Staff Report.

CONSENT CALENDAR (2.1 - 2.3) - *All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.*

2.1 MINUTES.

City Manager's Recommendation: Approve the minutes of the Regular City Council Meetings of April 23, 2008 and May 7, 2008.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 66330 through 66398 with the subtotal amount of \$150,350.80; and Payroll Checks 39582 through 39629 for the pay period ending 04/24/08 with the subtotal amount of \$140,199.72; for a total amount of \$290,550.52.

2.3 FRANK GIORDANO, SAN REMOS VILLAS, LLC [OWNER/APPLICANT]: TIME EXTENSION FOR ADMINISTRATIVE COASTAL PERMIT (ACP 04-175), AND TENTATIVE MAP (TM 04-174) FOR THE CONVERSION OF AN EXISTING SIX UNIT TWO-STORY RESIDENTIAL APARTMENT BUILDING AND A SINGLE-STORY COTTAGE INTO SEVEN COMMON INTEREST CONDOMINIUM OWNERSHIP UNITS LOCATED AT 773-777 CALLA AVENUE, IN THE R-1500/MU-1 (HIGH DENSITY RESIDENTIAL/MIXED-USE OVERLAY) ZONE. MF 759. (0600-20)

City Manager's Recommendation: Adopt Resolution No. 2008-6632.

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

3.1 ORDINANCE NO. 2008-1070 – ADOPTION OF THE SEWER SERVICE CHARGE FOR FISCAL YEAR 2009. (0830-95)

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report;
3. Receive public testimony;
4. Close the public hearing
5. Mayor calls for the reading of the title of Ordinance No. 2008-1070, an Ordinance of the City Council of the City of Imperial Beach, California, adopting the revised sewer service rates for sanitary sewer service and amending Section 13.06.140.B of Chapter 13.06 of the Imperial Beach Municipal Code pertaining to sewer service charges – Designated;
6. City Clerk to read title of the Ordinance No. 2008-1070; and
7. Motion to dispense the first reading and set the matter for adoption at the next adjourned regular City Council meeting.

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5.1 - 5.2)

5.1 CONSIDER ADOPTION OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION AND ADOPTION OF THE STORM WATER (POLLUTION) MANAGEMENT FEE. (0270-40 & 0770-85)

City Manager Recommendation:

1. Declare the public hearing open;
2. Receive report;
3. Receive public testimony;
4. Close the public hearing;
5. Consider proposed changes to the maximum allowable Integrated Solid Waste Management Services fees charged by EDCO Disposal Corp. for Calendar Year 2008. A 4.6% adjustment of the refuse rate is being proposed due to the increased costs of providing refuse collection and recycling services to the single-family residential units and 4.9% for business multi-family communities and 3.9% for the roll off component. The amount of refuse bill is determined by the quantity and size of the refuse containers and the frequency of collection;
6. Consider the City's Storm Water (Pollution) Management Fee at the current rate of 28.6% of the new proposed maximum Solid Waste Management Services Fee. This adjustment is reflected in the table under the "Total Combined Rate" column. This Storm Water (Pollution) Management Services Fee would be applicable to all residential and commercial solid waste accounts serviced by EDCO; and
7. Adopt Resolution No. 2008-6630 with associated Exhibit A.

5.2 LEVY OF ANNUAL ASSESSMENTS FOR ASSESSMENT DISTRICT NO. 67M. (0345-10)

City Manager Recommendation:

1. Declare the public hearing open;
2. Receive report;
3. Receive public testimony/protests;
4. If the City Council wishes to proceed, close the public hearing; and
5. Adopt Resolution No. 2008-6631 confirming the diagram and assessment and providing for the levy of the annual assessment in a special maintenance district (AD 67M).

REPORTS (6.1 - 6.5)

6.1 762 9TH STREET – ABATEMENT COSTS REPORT. (0470-20)

City Manager Recommendation:

1. Receive report;
2. Entertain any objections or protests; and
3. Adopt Resolution No. 2008-6636 finding and confirming abatement costs for the abatement of public nuisance condition(s), regarding the property at 762 9th Street is appropriate and assessing costs of abatement.

6.2 RESOLUTION NO. R-08-148 – APPROVING THE RELOCATION PLAN FOR THE 624 12TH STREET ACQUISITION AND REHABILITATION PROJECT (BEACHWIND COURT) FOR AFFORDABLE HOUSING. (0660-15)

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolution.

(Continued on Next Page)

REPORTS (Continued)

6.3 RESOLUTION NO. 2008-6633 – APPROVING AN 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. (0260-10)

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolution.

6.4 RESOLUTION NO. 2008-6634 – AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – DEMPSEY HOLDER SAFETY CENTER WOODWORK RESTORATION AND AUTHORIZE THE TRANSFER OF FACILITIES MAINTENANCE FUND 504 ACCOUNT MONIES TO DEMPSEY HOLDER FACILITY IMPROVEMENT (F05-401) PROJECT. (0910-20)

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolution.

6.5 RESOLUTION NO. 2008-6635 – AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – FIRE STATION OVERHEAD ROLL UP DOOR REPLACEMENT AND AUTHORIZING THE TRANSFER OF FACILITIES MAINTENANCE FUND 504 ACCOUNT MONIES TO FIRE DEPARTMENT STATION REMODEL (F05-204) PROJECT. (0910-40)

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

REPORTS OF MAYOR AND COUNCILMEMBERS

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 BY THE PUBLIC IN THE OFFICE OF THE CITY CLERK AT CITY HALL OR ON OUR WEBSITE AT www.cityofib.com.

Copies of this notice were provided on May 16, 2008 to the City Council, San Diego Union-Tribune, I.B. Eagle & Times, and I.B. Sun.

AFFIDAVIT OF POSTING)
STATE OF CALIFORNIA)
CITY OF IMPERIAL BEACH)

I, Jacqueline M. Hald, City Clerk of the City of Imperial Beach, hereby certify that the Agenda for the Regular Meeting as called by the City Council, Redevelopment Agency, Planning Commission, and Public Financing Authority of Imperial Beach was provided and posted on May 16, 2008. Said meeting to be held at 5:00 p.m., May 21, 2008, in the Council Chambers, 825 Imperial Beach Boulevard, Imperial Beach, California. Said notice was posted at the entrance to the City Council Chambers on May 16, 2008 at 10:00 a.m.

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: MAY 21, 2008
ORIGINATING DEPT.: PUBLIC WORKS *HB*
SUBJECT: RECYCLE ALL-STAR AWARD PRESENTATION

BACKGROUND:

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

DISCUSSION:

On April 9th, 2008 City inspectors canvassed the Imperial Beach Blvd. to Grove Avenue block of 5th Street commonly known as the Sea Side Point neighborhood in search of a Recycle All-Star. Mr. Eugene Kocherga was selected as the Recycle All-Star for the month of April.

Mr. Kocherga has been notified of his award by telephone and letter and invited to accept the Recycle All-Star award at the May 21, 2008 City Council meeting.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

Not a project as defined by CEQA.

FISCAL ANALYSIS:

None

DEPARTMENT RECOMMENDATION:

Mayor, in company with an EDCO representative, will present the Recycle All-Star award certificate provided this month by the California Legislature Assembly, 79th Assembly District; a \$100 check, and other premiums listed above to Mr. Kocherga.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

City of Imperial Beach

and

EDCO DISPOSAL CORPORATION

Wish to present to

Eugene Kocherga

the month of April 2008

RECYCLING ALL-STAR AWARD

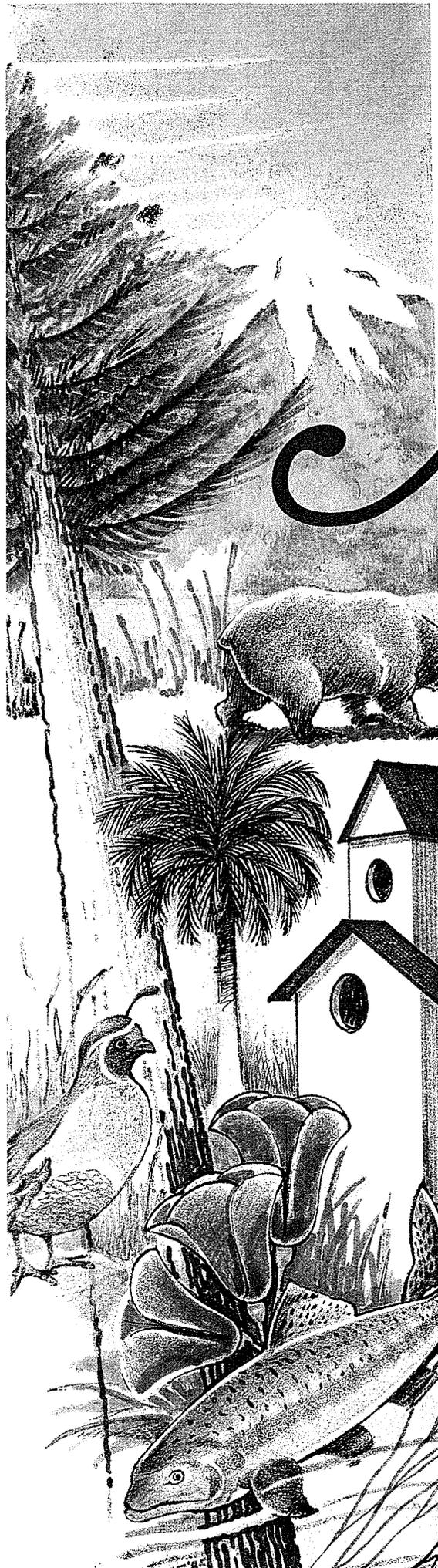
*for your diligence, environmental concern,
and love of the earth,*



WE THANK YOU!

James C. Janney, Mayor





California
Legislature Assembly

Certificate
Of
Appreciation

PRESENTED TO:

Eugene Kocherga

IN HONOR OF:

Being named the

April All Star Recycling Winner

PLACE AND DATE:

Imperial Beach Earth Day April 30, 2008

Mary Iles

MEMBER OF THE ASSEMBLY

79th ASSEMBLY DISTRICT

CALIFORNIA STATE LEGISLATURE



DRAFT

MINUTES

Item No. 2.1

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

APRIL 23, 2008

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

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

CLOSED SESSION CALL TO ORDER

MAYOR JANNEY called the Closed Session Meeting to order at 5:01 p.m.

ROLL CALL

Councilmembers present: Winter, McLean, Bragg
Councilmembers absent: None
Mayor present: Janney
Mayor Pro Tem present: McCoy

Staff present: City Manager Brown; City Attorney Lough;
Deputy City Clerk Wolfson

CLOSED SESSION

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957
Title: City Manager

CONFERENCE WITH REAL PROPERTY NEGOTIATORS.

Pursuant to Government Code Section 54956.8:

Property: 766 10th Street, Imperial Beach, CA 91932, APN 626-282-13
Agency Negotiator: City Manager
Negotiating Parties: Borgia, Andy G. & Catherine M.
Under Negotiation: Instruction to Negotiator will concern price and terms of payment

Property: 236 Palm Ave., Imperial Beach, CA 91932, APN 625-023-07
Agency Negotiator: City Manager
Negotiating Parties: Braudaway, George E. and Cinder E.
Under Negotiation: Instruction to Negotiator will concern price and terms of payment

MOTION CARRIED UNANIMOUSLY.

MAYOR JANNEY adjourned the meeting to Closed Session at 5:02 p.m. and he reconvened the meeting to Open Session at 6:01 p.m. Reporting out of Closed Session, MAYOR JANNEY announced Council met earlier in Closed Session and gave staff direction.

REGULAR MEETING CALL TO ORDER BY MAYOR

MAYOR JANNEY called the Regular Meeting to order at 6:02 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Winter, McLean, Bragg
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	McCoy
Staff present:	City Manager Brown; City Attorney Lough; Deputy City Clerk Wolfson

PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

None.

MAYOR/COUNCIL ANNOUNCEMENTS/REIMBURSEMENTS

COUNCILMEMBER WINTER stated she attended the Legislative Action Days on April 16 and April 17 in Sacramento; she met with Senators Kehoe, Ducheny, Hollingsworth, and Salas.

COUNCILMEMBER MCLEAN gave a report on MTS issues, including labor issues that were pending and the purchase of 60 new Clean Natural Gas buses; he reported that he attended an SCEDC meeting in Santa Barbara where Senator Ducheny spoke; September 7 will be the first Bike the Bay bike ride on the Bayshore Bikeway; he spoke about a fundraiser that the Chamber of Commerce will hold on Saturday; he gave a report on the status of tennis courts at Mar Vista High School.

MAYOR PRO TEM MCCOY voiced her appreciation of Councilmember McLean's efforts to give thorough reports; she spoke about and lauded those who attended the California Coastal Commission meeting in Santa Barbara where the Seacoast Inn was discussed and approved; she commended Community Development Director Wade and City staff for their hard work.

MAYOR JANNEY also attended Legislative Action Days; he spoke about the Seacoast Inn and thanked City Manager Brown, City staff, particularly Community Development Department staff, and the City Attorney for their hard work.

CITY MANAGER BROWN stated the mosaic art piece that was at the Palm Ave. street end was successfully moved; he reported the resurfacing on South Seacoast Drive was almost complete; he spoke about Imperial Beach's first Earth Day that will take place on April 30th and will feature banners painted by elementary school students.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

LAUREN GIARDINE requested that the municipal code be amended to allow poultry; she spoke about the environmental benefits and the importance of having self-sustaining backyards.

CITY MANAGER BROWN responded that staff will look into the matter and will get in touch with Ms. Giardine.

MAYOR PRO TEM MCCOY suggested a review of other cities' ordinances.

PRESENTATION/REPORT (1.1)

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

MAYOR JANNEY presented the Recycle All-Star Award Certificate and used oil-recycling premiums to Deborah Newton.

MARCO TOPETE, of EDCO, presented the \$100.00 check.

CONSENT CALENDAR (2.1 - 2.7)

MAYOR JANNEY announced that revised resolutions were submitted as Last Minute Agenda Information for Item No. 2.7.

MAYOR PRO TEM MCCOY and COUNCILMEMBER WINTER announced potential conflicts of interest on Item No. 2.4 due to their residences located within 500 feet of the project.

MOTION BY MCLEAN, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 - 2.3 AND 2.5 - 2.7. MOTION CARRIED UNANIMOUSLY.

MOTION BY MCLEAN, SECOND BY BRAGG, TO APPROVE CONSENT CALENDAR ITEM NO. 2.4. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	MCLEAN, BRAGG, JANNEY
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE
DISQUALIFIED:	COUNCILMEMBERS:	WINTER, MCCOY (DUE TO POTENTIAL CONFLICTS OF INTEREST)

2.1 MINUTES.

Approved the minutes of the Regular City Council Meetings of March 5, 2008 and April 2, 2008.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 66148 through 66258 with the subtotal amount of \$306,337.51; and Payroll Register Numbers 39489 through 39539 for the pay period ending 03/27/08 with the subtotal amount of \$144,611.48; for a total amount of \$450,948.99.

2.3 RESOLUTION NO. 2008-6615 – SETTING THE TIME AND PLACE FOR PUBLIC HEARING TO REVIEW THE SETTING OF THE SEWER CAPACITY FEE. (0390-55)

1. Received report; and
2. Adopted resolution.

2.4 GREG AND ELTA NEIL [OWNER/APPLICANT]: TIME EXTENSION FOR ADMINISTRATIVE COASTAL PERMIT (ACP 05-283), DESIGN REVIEW (DRC 05-284), CONDITIONAL USE PERMIT (CUP 05-285), SITE PLAN REVIEW (SPR 05-286) AND TENTATIVE MAP (TM 05-287) FOR A MIXED-USE PROJECT LOCATED AT 198-200 PALM AVENUE, IN THE SEACOAST COMMERCIAL (C-2) ZONE. MF 807. (0600-20)

Adopted Resolution No. 2008-6617, approving a time extension for Administrative Coastal Permit ACP 05-283/Design Review Case DRC 05-284/Conditional Use Permit CUP 05-285/Site Plan Review SPR 05-286/Tentative Map TM 05-287, which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

2.5 RESOLUTION NO. 2008-6618 – APPROVING THE ENGINEER’S REPORT FOR PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN A SPECIAL ASSESSMENT DISTRICT – AD 67M. (0345-10)

Adopted resolution.

2.6 RESOLUTION NO. 2008-6619 – DECLARING INTENT TO PROVIDE AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS IN A SPECIAL ASSESSMENT DISTRICT (AD 67M) AND SETTING A TIME AND A PLACE FOR THE PUBLIC HEARING THEREON. (0345-10)

Adopted resolution.

2.7 PROPOSITIONS 98 AND 99. (0460-20)

1. Adopted revised Resolution No. 2008-6622 opposing Proposition 98 and revised Resolution No. 2008-6623 supporting Proposition 99.
2. Directed staff to forward the adopted resolutions to the League of California Cities.

ITEMS PULLED FROM THE CONSENT CALENDAR

None.

ORDINANCES – INTRODUCTION/FIRST READING (3.1)

3.1 FEE REDUCTIONS RELATED TO MASSAGE ESTABLISHMENTS AND TECHNICIANS. (0390-40)

CITY MANAGER BROWN introduced the item.

FINANCE DIRECTOR MCGRANE responded to questions of Council.

Discussion ensued regarding the proposed reduction in fees; administrative processing charges; background checks conducted by San Diego County Sheriff's Department and Identi-Port.

COUNCILMEMBER BRAGG voiced her support for obtaining background checks from Identi-Port, a local business.

DEPUTY CITY CLERK WOLFSON announced no speaker slips were submitted.

MAYOR JANNEY called for the reading of Ordinance No. 2008-1068.

DEPUTY CITY CLERK WOLFSON read the title of Ordinance No. 2008-1068, an Ordinance of the City Council of the City of Imperial Beach, California, amending Section 4.04.490 of Chapter 4.04 Business Licenses Generally of Title 4 Business Taxes, Licenses and Regulations, regarding business license fees of Massage Establishments.

MOTION BY JANNEY, SECOND BY WINTER, TO DISPENSE THE FIRST READING OF ORDINANCE NO. 2008-1068 AND SET THE MATTER FOR ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING, AND AUTHORIZE THE PUBLICATION OF THE ORDINANCE IN A NEWSPAPER OF GENERAL CIRCULATION. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	WINTER, MCLEAN, MCCOY, JANNEY
NOES:	COUNCILMEMBERS:	BRAGG
ABSENT:	COUNCILMEMBERS:	NONE

COUNCILMEMBER BRAGG expressed concern that this type of business was being charged redundantly and she supported using local businesses.

MOTION BY MCLEAN, SECOND BY WINTER, TO ADOPT RESOLUTION NO. 2008-6621, REDUCING ADMINISTRATIVE PROCESSING FEES RELATED TO BUSINESS LICENSES FOR MASSAGE ESTABLISHMENTS. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES:	COUNCILMEMBERS:	WINTER, MCLEAN, MCCOY, JANNEY
NOES:	COUNCILMEMBERS:	BRAGG
ABSENT:	COUNCILMEMBERS:	NONE

ORDINANCES – SECOND READING & ADOPTION (4)

None.

PUBLIC HEARINGS (5)

None.

REPORTS (6.1 - 6.5)

6.1 DESIGN REVIEW BOARD APPOINTMENT. (0120-30)

MAYOR JANNEY voiced his appreciation of efforts put forward by members of the Design Review Board. Of the five qualified candidates, he recommended Janet Bowman (in attendance) be appointed to fill the one (1) vacancy on the Design Review Board with a term expiring on December 31, 2008.

MOTION BY MCCOY, SECOND BY WINTER, TO APPOINT JANET BOWMAN TO THE DESIGN REVIEW BOARD FOR A TERM EXPIRING ON DECEMBER 31, 2008.

COUNCILMEMBER MCLEAN spoke about candidate Travis Brazil's longtime service to the City; he supported the Mayor's recommendation.

MAYOR JANNEY indicated that he spoke with Mr. Brazil at length and voiced his appreciation.

VOTES WERE NOW CAST ON ORIGINAL MOTION BY MCCOY, SECOND BY WINTER, TO APPOINT JANET BOWMAN TO THE DESIGN REVIEW BOARD FOR A TERM EXPIRING ON DECEMBER 31, 2008. MOTION CARRIED UNANIMOUSLY.

6.2 STATE ROUTE 75 PARKING PLAN PROPOSAL. (0150-30, 0760-90)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a PowerPoint presentation on the item and responded to questions of Council.

Discussion ensued regarding striping; signage; parking on side streets; commercial vehicles; and the truck ordinance addressing diesel trucks and whether it addressed motor homes and tow trucks.

In response to Council's concern that there is limited visibility on Palm Ave. near Rainbow Dr. and request for red striping, PUBLIC WORKS DIRECTOR LEVIEN stated he would present this to Caltrans.

Extensive discussion ensued regarding the California Vehicle Code.

CITY ATTORNEY LOUGH reminded Council that State Vehicle Code supersedes local laws and stated that commercial vehicles can be restricted in residential areas; he expressed concern regarding sight distance issues.

Council expressed the need to have a tight enforcement program and the need to work with the Sheriff's Department; annual costs, both monetary and time, of striping; enhancing aesthetics of the business community and avoiding sign pollution; diagonal parking to alleviate the lack of

parking availability; the need to study parking on side streets; how the number of driveways may inhibit parking on side streets; the desire to do a bike path with sufficient buffer.

MAYOR JANNEY expressed a desire to proceed with Palm Ave./SR 75 portion as soon as possible.

PUBLIC WORKS DIRECTOR LEVIEN confirmed that Council desired to have red curbs near Rainbow Dr.

MOTION BY JANNEY, SECOND BY WINTER, TO DIRECT STAFF TO PROCEED WITH WHAT WAS PRESENTED, INCLUDING RED STRIPING ON THE CURB. MOTION CARRIED UNANIMOUSLY.

6.3 CIVIC CENTER MONUMENT PURCHASE. (0910-10)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a PowerPoint presentation on the item.

Council expressed concern that they were not familiar with the quality of work performed by U.S. Concrete Precast Group.

MOTION BY MCLEAN, SECOND BY WINTER, TO ADOPT RESOLUTION NOS. 2008-6616 AND R-08-146, WHICH:

- A) **AUTHORIZE THE CITY MANAGER TO APPROVE A PURCHASE ORDER WITH U.S. CONCRETE PRECAST GROUP FOR THE CONSTRUCTION AND DELIVERY OF ONE CIVIC CENTER ENTRY MONUMENT OF THE SAME DESIGN, STYLE, COLOR AND MATERIALS AS APPROVED IN RESOLUTION NO. 2007-6452 AND RESOLUTION NO. R-07-119; AND**
- B) **RESCINDS RESOLUTION NO. 2007-6452 AND RESOLUTION NO. R-07-119 AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH FABRICATION ARTS FOR THE CONSTRUCTION AND INSTALLATION OF ONE CIVIC CENTER MONUMENT SIGN.**

Discussion ensued regarding the need to sample the work prior to entering into the agreement, the limited number of firms that do this type of work, warranties and assurances that repairs will be done.

VOTES NOW CAST ON ORIGINAL MOTION BY MCLEAN, SECOND BY WINTER, TO ADOPT RESOLUTION NOS. 2008-6616 AND R-08-146, WHICH:

- A) AUTHORIZE THE CITY MANAGER TO APPROVE A PURCHASE ORDER WITH U.S. CONCRETE PRECAST GROUP FOR THE CONSTRUCTION AND DELIVERY OF ONE CIVIC CENTER ENTRY MONUMENT OF THE SAME DESIGN, STYLE, COLOR AND MATERIALS AS APPROVED IN RESOLUTION NO. 2007-6452 AND RESOLUTION NO. R-07-119; AND**
- B) RESCIND RESOLUTION NO. 2007-6452 AND RESOLUTION NO. R-07-119 AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH FABRICATION ARTS FOR THE CONSTRUCTION AND INSTALLATION OF ONE CIVIC CENTER MONUMENT SIGN**

CONTINGENT UPON STAFF'S CONFIRMATION OF U.S. CONCRETE PRECAST'S QUALITY OF WORK. MOTION CARRIED UNANIMOUSLY.

6.4 BAYSHORE BIKEWAY – NATIONAL RAIL-TRAIL NETWORK DESIGNATION. (0680-20, 0680-50)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a report on the item.

Council discussion ensued regarding positive national exposure, promoting walkable communities, encouraging bike use, and reducing the carbon footprint.

MOTION BY WINTER, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2008-6614. MOTION CARRIED UNANIMOUSLY.

6.5 RESOLUTION NO. 2008-6620 – APPROVING REORGANIZING THE CAPITAL IMPROVEMENT PROGRAM DIVISION BY CREATING THE POSITIONS OF CIP MANAGER, PUBLIC WORKS INSPECTOR, AND ADMINISTRATIVE ASSISTANT AND ELIMINATING THE TWO PROJECT MANAGER TECHNICIAN POSITIONS AND OFFICE SPECIALIST POSITION AND AMENDING THE SALARY AND COMPENSATION PLAN ACCORDINGLY. (0510-20, 0520-75)

CITY MANAGER BROWN introduced the item.

ASSISTANT CITY MANAGER RITTER gave a report on the item.

Discussion ensued regarding increasing costs of resources and ability to get projects completed more timely.

MOTION BY MCLEAN, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2008-6620 – APPROVING REORGANIZING THE CAPITAL IMPROVEMENT PROGRAM DIVISION BY CREATING THE POSITIONS OF CIP MANAGER, PUBLIC WORKS INSPECTOR, AND ADMINISTRATIVE ASSISTANT AND ELIMINATING THE TWO PROJECT MANAGER TECHNICIAN POSITIONS AND OFFICE SPECIALIST POSITION AND AMENDING THE SALARY AND COMPENSATION PLAN ACCORDINGLY. MOTION CARRIED UNANIMOUSLY.

REPORTS OF MAYOR AND COUNCILMEMBERS

COUNCILMEMBER WINTER spoke about legislative efforts in Sacramento and stated the importance of generating ideas at the local level to reduce the deficit.

COUNCILMEMBER MCLEAN spoke about the Save Our Heritage Organization and how the County of San Diego has agreed to put railways in the project area at Salt Works and their desire to have two historical signs installed.

MAYOR PRO TEM MCCOY discussed a Lemon Grove newsletter article regarding legislation addressing global warming and carbon footprints; she expressed a desire to see how other cities are addressing this issue and hoped to implement similar ideas to reduce I.B.'s costs.

CITY MANAGER BROWN stated that the June 4 Council meeting conflicts with a League of California Cities function that a majority of Council will attend. He suggested rescheduling the meeting for May 28.

Consensus of City Council to cancel the June 4 City Council meeting, schedule a meeting on May 28, and to cancel July 2 City Council meeting.

CITY ATTORNEY LOUGH announced that members of law firm McDougal Love Eckis Smith Foley & Boehmer attended the City of Calexico's 100th anniversary.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 7:34 p.m.

James C. Janney, Mayor

Lisa Wolfson
Deputy City Clerk

DRAFT

MINUTES

Item No. 2.1

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

MAY 7, 2008

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

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

CLOSED SESSION CALL TO ORDER

MAYOR JANNEY called the Closed Session Meeting to order at 6:30 p.m.

ROLL CALL

Councilmembers present: Winter, McLean, Bragg
Councilmembers absent: None
Mayor present: Janney
Mayor Pro Tem present: McCoy

Staff present: City Manager Brown; City Attorney Lough;
City Clerk Hald

CLOSED SESSION

**MOTION BY MCCOY, SECOND BY BRAGG, TO ADJOURN TO CLOSED SESSION UNDER:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8
Property: 705-7 Palm Ave., Imperial Beach, CA 91932, APN 626-250-02
Agency Negotiator: City Manager
Negotiating Parties: Parmela Sawhney S Revoc Trust 10-09-02
Under Negotiation: Instruction to Negotiator will concern price and terms of payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a)
Name of Case: Nadine G. Braudaway vs. City of Imperial Beach
Case No. 37-2007-00076449-CU-EI-SC

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957
Title: City Attorney

MOTION CARRIED UNANIMOUSLY.

MAYOR JANNEY adjourned the meeting to Closed Session at 5:30 p.m. and he reconvened the meeting to Open Session at 6:11 p.m. Reporting out of Closed Session, MAYOR JANNEY announced Council met earlier in Closed Session, received information from staff, and had no reportable action.

REGULAR MEETING CALL TO ORDER BY MAYOR

MAYOR JANNEY called the Regular Meeting to order at 6:12 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Winter, McLean, Bragg
Councilmembers absent:	None
Mayor present:	Janney
Mayor Pro Tem present:	McCoy

Staff present:	City Manager Brown; City Attorney Lough; City Clerk Hald
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PLEDGE OF ALLEGIANCE

MAYOR JANNEY led everyone in the Pledge of Allegiance.

AGENDA CHANGES

None.

MAYOR/COUNCIL ANNOUNCEMENTS/REIMBURSEMENTS

COUNCILMEMBER MCLEAN reported on the informational meeting held at Mendoza Elementary School regarding the condition of the 12 schools in the South Bay Elementary School District; the financial challenges faced by MTS; the SCEDC breakfast where there was a presentation on the economic situation of Tijuana and the City of San Diego economy; and an informational workshop regarding the future plans for the 17-acre site where the Salt Works is located.

COUNCILMEMBER MCCOY spoke about the successful Earth Day event, thanked City staff for their efforts, and recognized the children of the IB community for participation in the event.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

JACINTO PEREZ, of the I.B. Health Center, spoke about the upcoming Relay for Life event scheduled for June 21-June 22 and he asked for the City's support in promoting the event.

ADRIAN KWIATKOWSKI, representing various businesses, submitted a letter from the San Diego Port Tenants Association and spoke in opposition to an initiative that will be on the November ballot that requires the redevelopment of the Tenth Avenue Marine Terminal in San Diego; he asked for Council's support of a resolution opposing the initiative.

PRESENTATION/REPORT (1.1 - 1.2)

1.1 PRESENTATION ON THE SAN DIEGO COASTAL OCEAN OBSERVING SYSTEM BY DR. ERIC TERRILL. (0830-90)

CITY MANAGER BROWN introduced the item.

DR. ERIC TERRILL, of the Scripps Institution of Oceanography, gave a presentation on the San Diego Coastal Ocean Observing System; he reported that sampling will stop at the end of July; funding to keep the infrastructure running is in question; and he noted that the IBWC has expressed that certain aspects of the system are relevant to their permit.

MAYOR PRO TEM MCCOY thanked Councilmember Winter for her efforts in obtaining the initial funding for the project.

COUNCILMEMBER WINTER spoke about the benefits of the program and the reduction of beach closure days.

1.2 PRESENTATION BY BRIAN BRUCE, OPERATIONS MANAGER FOR CALIFORNIA AMERICAN WATER. (0840-70)

CITY MANAGER BROWN introduced the item.

BRIAN BRUCE, Operations Manager for California American Water, gave a presentation on the background of the company and spoke about water conservation programs.

City Council stressed the importance of community outreach in order to inform the community about the conservation programs.

MR. BRUCE responded that he would send City staff information for the City newsletter regarding the conservation programs, as well as information regarding drought-resistant plants.

CONSENT CALENDAR (2.1 - 2.3)

MOTION BY MCCOY, SECOND BY MCLEAN, TO APPROVE CONSENT CALENDAR ITEM NOS. 2.1 - 2.3. MOTION CARRIED UNANIMOUSLY.

2.1 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 66259 through 66329 with the subtotal amount of \$135,958.28; and Payroll Checks 39540 through 39581 for the pay period ending 04/10/08 with the subtotal amount of \$137,935.83; for a total amount of \$273,894.11.

2.2 RESOLUTION NO. 2008-6625 – AUTHORIZING THE CITY MANAGER TO ENTER INTO A FOURTH AMENDMENT TO AN AGREEMENT FOR ADMINISTRATION OF TAXICAB AND OTHER FOR-HIRE VEHICLE REGULATIONS BETWEEN SAN DIEGO METROPOLITAN TRANSIT SYSTEM AND THE CITY OF IMPERIAL BEACH. (0680-85)

Adopted resolution.

2.3 RESOLUTION NO. 2008-6626 – AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF CORONADO AND THE NAVAL BASE CORONADO FOR THE PURPOSE OF ESTABLISHING A COOPERATIVE AGREEMENT REGARDING JURISDICTION AND LAW ENFORCEMENT AND ANIMAL CONTROL RESPONSIBILITIES FOR THE RECREATIONAL AREA KNOWN AS CAMP SURF AND THE PORTION OF BEACHFRONT THAT RUNS PARALLEL TO CAMP SURF. (0150-10, 0620-80)

Adopted resolution.

ITEMS PULLED FROM THE CONSENT CALENDAR

None.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

ORDINANCES – SECOND READING & ADOPTION (4.1)

4.1 FEE REDUCTIONS RELATED TO MASSAGE ESTABLISHMENTS AND TECHNICIANS. (0390-40)

CITY MANAGER BROWN introduced the item.

MAYOR JANNEY called for the reading of Ordinance No. 2008-1068.

CITY CLERK HALD read the title of Ordinance No. 2008-1068, an Ordinance of the City Council of the City of Imperial Beach, California, amending Section 4.04.490 of Chapter 4.04 Business Licenses Generally of Title 4 Business Taxes, Licenses and Regulations, regarding business license fees of Massage Establishments.

MOTION BY MCLEAN, SECOND BY WINTER, TO DISPENSE SECOND READING OF ORDINANCE NO. 2008-1068 BY TITLE ONLY. MOTION CARRIED UNANIMOUSLY.

MOTION BY MCLEAN, SECOND BY WINTER, TO ADOPT ORDINANCE NO. 2008-1068. MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (5.1)

5.1 RESOLUTION NO. 2008-6627 – AUTHORIZING THE RETENTION OF THE CURRENT ANNUAL SEWER CAPACITY FEE RATE. (0390-55)

MAYOR JANNEY declared the public hearing open.

CITY MANAGER BROWN introduced the item.

CITY CLERK HALD announced no speaker slips were submitted.

MAYOR JANNEY closed the public hearing.

MOTION BY BRAGG, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2008-6627 – AUTHORIZING THE RETENTION OF THE CURRENT ANNUAL SEWER CAPACITY FEE RATE. MOTION CARRIED UNANIMOUSLY.

REPORTS (6.1 - 6.3)

6.1 RESOLUTION NO. 2008-6628 – APPROVING A CHANGE ORDER TO THE PUBLIC WORKS CONTRACT – RENOVATIONS TO TEEPLE PARK (P06-101), REAMA PARK (P05-601) & SPORTS PARK RECREATION CENTER (P08-701). (0920-30, -40, -50)

CITY MANAGER BROWN introduced the item.

PUBLIC WORKS DIRECTOR LEVIEN gave a report on the item.

MOTION BY MCCOY, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2008-6628 – APPROVING A CHANGE ORDER TO THE PUBLIC WORKS CONTRACT – RENOVATIONS TO TEEPLE PARK (P06-101), REAMA PARK (P05-601) AND SPORTS PARK RECREATION CENTER (P08-701). MOTION CARRIED UNANIMOUSLY.

6.2 RESOLUTION NO. R-08-147 – AMENDING THE CAPITAL IMPROVEMENT BUDGET FY 04/09 AND AUTHORIZE THE ACQUISITION OF PROPERTY LOCATED AT 776 10TH STREET, IMPERIAL BEACH. (0480-10)

CITY MANAGER BROWN introduced the item.

MOTION BY MCCOY, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. R-08-147 – AMENDING THE CAPITAL IMPROVEMENT BUDGET FY 04/09 AND AUTHORIZE THE ACQUISITION OF PROPERTY LOCATED AT 776 10TH STREET, IMPERIAL BEACH. MOTION CARRIED UNANIMOUSLY.

6.3 RESOLUTION NO. 2008-6629 – APPROVING INCREASING THE MAYOR AND COUNCIL’S HEALTH BENEFIT TO THE SAME LEVEL AS MANAGEMENT EMPLOYEES WITH A CASH IN-LIEU OPTION EQUIVALENT TO THE LEAST EXPENSIVE HEALTH PLAN FOR A SINGLE PERSON AS OFFERED BY THE CITY. (0520-50)

CITY MANAGER BROWN introduced the item.

ASSISTANT CITY MANAGER RITTER gave a report on the item.

CITY ATTORNEY LOUGH noted that the CA Government Code allows for councilmembers to receive the same benefits as employees, there is no conflict in regard to council voting on the item, and there is no conflict under FPPC rules.

City Council discussion ensued regarding support for the item.

MOTION BY JANNEY, SECOND BY MCLEAN, TO ADOPT RESOLUTION NO. 2008-6629 – APPROVING INCREASING THE MAYOR AND COUNCIL’S HEALTH BENEFIT TO THE SAME LEVEL AS MANAGEMENT EMPLOYEES WITH A CASH IN-LIEU OPTION EQUIVALENT TO THE LEAST EXPENSIVE HEALTH PLAN FOR A SINGLE PERSON AS OFFERED BY THE CITY. MOTION CARRIED UNANIMOUSLY.

REPORTS OF MAYOR AND COUNCILMEMBERS

In accordance with AB 1234, COUNCILMEMBER WINTER reported that she and MAYOR PRO TEM MCCOY attended the League of California Cities dinner last month; and she spoke about attending the Metro Wastewater JPA retreat.

ADJOURNMENT

MAYOR JANNEY adjourned the meeting at 7:42 p.m.

James C. Janney, Mayor

Jacqueline M. Hald, CMC
City Clerk



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: May 21, 2008

ORIGINATING DEPT.: Michael McGrane *mm*
Finance Director

SUBJECT: RATIFICATION OF WARRANT REGISTER

BACKGROUND:

None

DISCUSSION:

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

ENVIRONMENTAL IMPACT

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

WARRANT # DATE AMOUNT

Accounts Payable:

66330-66368	05/02/08	92,387.51
66369-66398	05/08/08	57,963.29
		\$ 150,350.80

Payroll Checks:

39582-39629	P.P.E.04/24/08	140,199.72
	SUB-TOTAL	\$ 140,199.72
	TOTAL	\$ 290,550.52

FISCAL IMPACT:

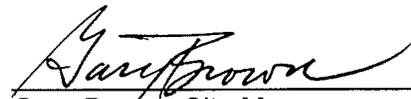
Warrants are issued from budgeted funds.

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 05/13/2008, 8:12:57
 PROGRAM: GM350L
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR
 FROM 05/02/2008 TO 05/10/2008

PAGE 1

BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT	
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR	TRN AMOUNT
05/02/2008	66330	ADT SECURITY SERVICES, INC.	103	66.07	
101-6010-451.21-04	04/05/2008	MAY 2008	69854000	080021 10/2008	66.07
05/02/2008	66331	AFLAC	120	434.35	
101-0000-209.01-13	05/01/2008	PPE 4/24/08	893515	11/2008	434.35
05/02/2008	66332	AGRICULTURAL PEST CONTROL	123	95.00	
101-6020-452.21-04	04/22/2008	APRIL 08 RODENT CNTRL SP	88674	080156 10/2008	95.00
05/02/2008	66333	BDS ENGINEERING INC	372	3,802.50	
401-5020-432.20-06	04/22/2005	PS#9 REPLACEMENT	99-49A3	050828 12/2005	13,575.00
401-5020-432.20-06	02/26/2008	REVERSE INVOICE IN P/I	99-49A3	13/2007	13,575.00-
202-5016-531.20-06	04/16/2008	03/19-03/31/08 S SEACOAST	07-38B	080618 10/2008	3,802.50
05/02/2008	66334	CALIFORNIA STREET MAINTENANCE	2	72.00	
101-0000-321.72-10	04/29/2008	OL REFUNDS	0000486	10/2008	72.00
05/02/2008	66335	COLONIAL LIFE & ACCIDENT	941	128.43	
101-0000-209.01-13	05/01/2008	PPE 4/24/08	20080501	11/2008	128.43
05/02/2008	66336	COUNTY OF SAN DIEGO RCS	1065	20,363.42	
101-1230-413.21-25	03/01/2008	FEBRUARY 2008	08CTOFIBN08	080198 09/2008	53.00
101-3010-421.21-25	03/01/2008	FEBRUARY 2008	08CTOFIBN08	080198 09/2008	2,325.50
101-3020-422.21-25	03/01/2008	FEBRUARY 2008	08CTOFIBN08	080198 09/2008	344.50
101-3030-423.21-25	03/01/2008	FEBRUARY 2008	08CTOFIBN08	080198 09/2008	609.50
101-1230-413.21-25	02/01/2008	JANUARY 2008	08CTOFIBN07	080198 08/2008	53.00
101-3010-421.21-25	02/01/2008	JANUARY 2008	08CTOFIBN07	080198 08/2008	2,325.50
101-3020-422.21-25	02/01/2008	JANUARY 2008	08CTOFIBN07	080198 08/2008	344.50
101-3030-423.21-25	02/01/2008	JANUARY 2008	08CTOFIBN07	080198 08/2008	609.50
101-1230-413.21-25	01/01/2008	DECEMBER 2007	08CTOFIBN06	080198 07/2008	53.00
101-3010-421.21-25	01/01/2008	DECEMBER 2007	08CTOFIBN06	080198 07/2008	2,325.50
101-3020-422.21-25	01/01/2008	DECEMBER 2007	08CTOFIBN06	080198 07/2008	344.50
101-3030-423.21-25	01/01/2008	DECEMBER 2007	08CTOFIBN06	080198 07/2008	609.50
101-1230-413.21-25	12/04/2007	NOVEMBER 2007	08CTOFIBN05	080198 06/2008	53.00
101-3010-421.21-25	12/04/2007	NOVEMBER 2007	08CTOFIBN05	080198 06/2008	2,325.50
101-3020-422.21-25	12/04/2007	NOVEMBER 2007	08CTOFIBN05	080198 06/2008	344.50
101-3030-423.21-25	12/04/2007	NOVEMBER 2007	08CTOFIBN05	080198 06/2008	795.00
101-1230-413.21-25	11/01/2007	OCTOBER 2007	08CTOFIBN04	080198 05/2008	53.00
101-3010-421.21-25	11/01/2007	OCTOBER 2007	08CTOFIBN04	080198 05/2008	2,325.50
101-3020-422.21-25	11/01/2007	OCTOBER 2007	08CTOFIBN04	080198 05/2008	344.50
101-3030-423.21-25	11/01/2007	OCTOBER 2007	08CTOFIBN04	080198 05/2008	712.92
101-1230-413.21-25	10/07/2007	SEPTEMBER 2007	08CTOFIBN03	080198 04/2008	53.00
101-3010-421.21-25	10/07/2007	SEPTEMBER 2007	08CTOFIBN03	080198 04/2008	2,325.50
101-3020-422.21-25	10/07/2007	SEPTEMBER 2007	08CTOFIBN03	080198 04/2008	344.50
101-3030-423.21-25	10/07/2007	SEPTEMBER 2007	08CTOFIBN03	080198 04/2008	689.00
05/02/2008	66337	COUNTY RECORDER	1818	50.00	
101-0000-221.01-02	04/28/2008	NOE 1461 5TH ST, IB 91932	MF964	10/2008	50.00
05/02/2008	66338	CREATIVE BENEFITS INC FSA	1108	353.84	
101-0000-209.01-11	05/01/2008	PPE 4/24/08	20080501	11/2008	353.84

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/02/2008	66339	D.A.R. CONTRACTORS	1122				347.00
101-3050-425.20-06	04/03/2008	MARCH 2008	0003059	080365	10/2008		347.00
05/02/2008	66340	DEPARTMENT OF JUSTICE	1154				64.00
101-1130-412.21-04	04/09/2008	MARCH 2008	674062	080019	10/2008		64.00
05/02/2008	66341	DISTINGUISHED FIRE EXTINGUISHE	1686				240.00
501-1921-419.20-18	04/23/2008	ANNUAL FIRE EXTINGUISHER	E87411	F08108	10/2008		215.00
101-6040-454.20-18	04/16/2008	ANNUAL EXTINGUISHER SVC	E87410		10/2008		25.00
05/02/2008	66342	EDAW, INC	1804				5,234.62
405-1260-513.20-06	04/17/2008	02/23-03/28/08 MIXED USE	1457012	080317	10/2008		5,234.62
05/02/2008	66343	FABULOUS INVESTMENTS LP	4				2,721.00
101-0000-221.01-05	04/23/2008	TEP 07-44/174-176 ELKWOOD	2649		10/2008		2,025.00
101-0000-221.01-05	04/23/2008	TEP 07-43/174-176 ELKWOOD	2649		10/2008		696.00
05/02/2008	66344	FASTSIGNS	1847				375.00
408-1920-519.20-06	04/22/2008	DESIGN WORK/FACADE IMPROV	NC 237-15605	080999	10/2008		375.00
05/02/2008	66345	GIL HERRERA	1926				6,760.00
408-1920-519.20-06	01/04/2008	LABOR/MATERIALS 1340 IB	101061	080997	07/2008		6,760.00
05/02/2008	66346	I B FIREFIGHTERS ASSOCIATION	214				222.00
101-0000-209.01-08	05/01/2008	PPE 4/24/08	20080501		11/2008		222.00
05/02/2008	66347	I B LIFE GUARD ASSOCIATION	217				833.00
101-3030-423.28-04	05/01/2008	SCUBA FOR EMRGNCY SVCS	1015		10/2008		678.00
101-3030-423.28-04	04/22/2008	SCUBA FOR EMRGNCY SVCS	1007		10/2008		155.00
05/02/2008	66348	ICMA RETIREMENT TRUST 457	242				6,674.70
101-0000-209.01-10	05/01/2008	PPE 4/24/08 GR.NO.303087	20080501		11/2008		6,674.70
05/02/2008	66349	INTERSTATE BATTERY OF SAN DIEG	388				68.99
501-1921-419.28-16	04/08/2008	SRM-24	630014468	080081	10/2008		68.99
05/02/2008	66350	JESSOP & SON LANDSCAPING	479				2,960.90
101-6010-451.21-04	04/28/2008	APRIL 08 SP LNDS CP MAINT E	388307	080201	10/2008		2,960.90
05/02/2008	66351	KAUFMAN'S PAINTING	1929				630.00
408-1920-519.20-06	04/29/2008	EXTERIOR PAINTING DEPOSIT	1545	081001	10/2008		630.00
05/02/2008	66352	KEYSER MARSTON ASSOC INC	620				1,240.00
405-1260-413.20-06	04/23/2008	MARCH 2008 (RDA)	0017725	080306	10/2008		1,240.00
05/02/2008	66353	LANCE, SOLL & LANGHARD LLP	716				5,722.50
101-1210-413.20-06	02/29/2008	2007 YE TESTWORK/RPT PREP	6632	080248	03/2008		5,722.50
05/02/2008	66354	LINDA FALCONE	2				50.00
101-0000-121.00-00	04/15/2008	P35076	MR Refund		10/2008		50.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/02/2008	66355	NASLAND ENGINEERING	1656			25,437.14	
408-1920-519.20-06	03/31/2008	MARCH 08 STREET IMPR P3	85667	071139	09/2008	25,437.14	
05/02/2008	66356	PARTNERSHIP WITH INDUSTRY	1302			2,025.32	
101-6040-454.21-04	04/02/2008	PERIOD ENDING 03/31/2008	SBG01289	080185	10/2008	952.63	
101-6040-454.21-04	04/18/2008	PERIOD ENDING 04/15/2008	SBG01298	080185	10/2008	1,072.69	
05/02/2008	66357	PMI	23			709.99	
101-3020-422.30-02	04/18/2008	RING CUTTER	0134901	080137	10/2008	15.21	
101-5010-431.30-02	03/27/2008	GLOVES	0132777	080137	09/2008	383.41	
101-3020-422.30-02	03/13/2008	GLOVES	0131416	080137	09/2008	311.37	
05/02/2008	66358	RBF CONSULTING	1756			301.00	
405-1260-513.20-06	04/25/2008	MARCH 08 PW YRD/OPC IMPRO	8030509	070418	10/2008	206.00	
405-1260-513.20-06	04/25/2008	MAR 08 PW YRD/ENVIRO DOCS	8030712	070418	10/2008	95.00	
05/02/2008	66359	RELIABLE TIRES COMPANY	136			110.00	
101-5040-434.21-04	04/23/2008	PICK-UP USED TIRES	69047	F08109	10/2008	110.00	
05/02/2008	66360	RICHARD HIDALGO	1462			118.52	
101-3030-423.28-04	04/10/2008	CSLSA MEETING FEES REIMBU	642666		10/2008	100.00	
101-3030-423.28-04	04/11/2008	CSLSA MEETING TRAVEL REIM	4420		10/2008	4.25	
101-3030-423.28-04	04/11/2008	CSLSA MEETING MEALS REIMB	005702		10/2008	14.27	
05/02/2008	66361	SEIU LOCAL 221	1821			1,286.84	
101-0000-209.01-08	05/01/2008	PPE 4/24/08	20080501		11/2008	1,286.84	
05/02/2008	66362	SHARP REES-STEALY MEDICAL	CNTR 390			435.00	
101-6040-454.21-04	04/12/2008	DELATORRE, A	199	080028	10/2008	69.00	
101-6040-454.21-04	04/12/2008	GAVINA, J	199	080028	10/2008	30.00	
101-6040-454.21-04	04/12/2008	NELSON, C	199	080028	10/2008	94.00	
101-6040-454.21-04	04/12/2008	OTTO, M	199	080028	10/2008	69.00	
101-1130-412.21-04	04/18/2008	BERNAL, C	199	080029	10/2008	173.00	
05/02/2008	66363	SMART STAFF	427			769.50	
101-3020-422.21-01	04/08/2008	ROCHER, J W/E 04/04/08	2723	081000	10/2008	256.50	
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05/02/2008	66364	SWC - CROWN COVE AQUATIC CENTE	1595			140.00	
101-3020-422.20-06	04/08/2008	CRD PRCSNG/1ST AID	CCAC	080329	10/2008	60.00	
101-3020-422.20-06	04/23/2008	CRD PRCSNG/HEALTHCARE PR	CCAC042308	080329	10/2008	10.00	
101-3020-422.20-06	11/20/2007	CARD PRCSNG/CPR-1ST AID	CCAC111907	080329	05/2008	60.00	
101-3020-422.20-06	02/29/2008	CRD PRCSNG/HEALTH CARE	CCAC022308	080329	03/2008	10.00	
05/02/2008	66365	UNITED WAY OF SAN DIEGO COUNTY	1483			25.00	
101-0000-209.01-09	05/01/2008	PPE 4/24/08	20080501		11/2008	25.00	
05/02/2008	66366	VORTEX INDUSTRIES, INC.	786			742.44	
101-1910-419.21-04	12/31/2007	STEEL DOOR EMRGNCY SVC	11-376226-1	080155	06/2008	742.44	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO # PER/YEAR TRN AMOUNT
05/02/2008	66367	WILLIAM W DAVIDSON	2	100.00
101-0000-351.78-02	04/29/2008	PARTIAL REFUND OF FINE	07-384	10/2008 100.00
05/02/2008	66368	XEROX CORPORATION	861	677.44
101-1920-419.20-17	05/01/2008	APRIL 2008-VDR-544005	032507175	080219 11/2008 677.44
05/08/2008	66369	ALL TEAM STAFFING, INC	1801	4,047.41
101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 37.63
101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 122.00
101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 91.50
101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 61.00
101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 45.75
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101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 30.50
101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 30.50
101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 61.00
101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 213.50
101-6040-454.21-01	04/21/2008	MITCHELL 4/20-SHEPARD 4/6	5000002	080304 10/2008 30.50
101-6040-454.21-01	04/28/2008	SHEPARD, B 2W/E 04/27	5000015	080304 10/2008 59.28
101-6040-454.21-01	04/28/2008	SHEPARD, B 2W/E 04/27	5000015	080304 10/2008 1,072.50
101-6040-454.21-01	04/28/2008	SHEPARD, B 2W/E 04/27	5000015	080304 10/2008 162.50
101-6040-454.21-01	04/28/2008	SHEPARD, B 2W/E 04/27	5000015	080304 10/2008 390.00
101-6040-454.21-01	04/28/2008	SHEPARD, B 2W/E 04/27	5000015	080304 10/2008 97.50
101-6040-454.21-01	04/28/2008	SHEPARD, B 2W/E 04/27	5000015	080304 10/2008 32.50
101-6040-454.21-01	04/28/2008	SHEPARD, B 2W/E 04/27	5000015	080304 10/2008 162.50
101-6040-454.21-01	04/28/2008	SHEPARD, B 2W/E 04/27	5000015	080304 10/2008 325.00
05/08/2008	66370	ARROWHEAD MOUNTAIN SPRING	WATE 1340	97.84
101-1010-411.30-02	04/23/2008	MARCH 2008	08D0025324922	080018 10/2008 97.84
05/08/2008	66371	AT&T MOBILITY	1930	169.56
503-1923-419.27-05	05/07/2008	135629811 03/28-04/27/08	05-17-2008	10/2008 102.52
503-1923-419.27-05	03/27/2008	135629811 02/28-03/27/08	04-17-2008	10/2008 67.04
05/08/2008	66372	BDS ENGINEERING INC	372	6,995.00
101-0000-221.01-02	04/16/2008	PLAN CHECK MARCH 08	08-02B	10/2008 370.00
101-0000-221.01-02	04/16/2008	PLAN CHECK MARCH 08	08-02B	10/2008 370.00
101-0000-221.01-02	04/16/2008	PLAN CHECK MARCH 08	08-02B	10/2008 295.00
101-0000-221.01-02	04/16/2008	PLAN CHECK MARCH 08	08-02B	10/2008 185.00
101-0000-221.01-02	04/16/2008	PLAN CHECK MARCH 08	08-02B	10/2008 130.00
101-0000-221.01-02	04/16/2008	PLAN CHECK MARCH 08	08-02B	10/2008 750.00
405-1260-513.10-01	04/16/2008	PLAN CHECK MARCH 08	08-02B	10/2008 2,540.00
101-0000-221.01-02	04/16/2008	PLAN CHECK MARCH 08	08-02B	10/2008 2,115.00
101-0000-221.01-02	04/16/2008	PLAN CHECK MARCH 08	08-02B	10/2008 240.00
05/08/2008	66373	COUNTY RECORDER	1818	50.00
101-0000-221.01-02	05/02/2008	1580 SEACOAST DR-NOE FEE	MF#949	11/2008 50.00
05/08/2008	66374	CULLIGAN WATER CO. OF SAN	DIEG 1112	18.95
101-1210-413.30-02	04/17/2008	MAY 2008 COOLER RENTAL	20245855	080186 10/2008 18.95

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05/08/2008	66375	DATA CAREERS PERSONNEL SERVICE	1839				1,125.00
503-1923-419.21-01	04/21/2008	ALLISON, R W/E 04/20/08	8818	080183	10/2008		562.50
503-1923-419.21-01	04/28/2008	ALLISON, R W/E 04/27/08	8820	080183	10/2008		562.50
05/08/2008	66376	DAVID HETHERINGTON	1947				67.00
101-3030-423.28-04	04/22/2008	REIMBURSMENT EMT RECERT	368374		11/2008		17.00
101-3030-423.28-04	04/22/2008	REIMBURSMENT LIVESCAN	368374		11/2008		50.00
05/08/2008	66377	EAGLE NEWSPAPER	1204				564.90
101-1130-412.28-07	04/02/2008	NETWORK EMPLOYMENT AD	38933	080220	10/2008		15.84
101-1130-412.28-07	04/03/2008	EMPLYMT ADVRTSNG: NETWORK	39057	080220	10/2008		10.56
101-1130-412.28-07	04/09/2008	EMPLYMT ADVRTSNG	39149	080220	10/2008		31.68
101-1130-412.28-07	04/10/2008	EMPLYMT ADVRTSNG	39268	080220	10/2008		21.12
101-1130-412.28-07	04/23/2008	EMPLYMT ADVRTSNG: INTERN	39591	080220	10/2008		17.52
101-1130-412.28-07	04/24/2008	EMPLYMT ADVRTSNG: INTERN	39711	080220	10/2008		12.18
101-1020-411.28-07	04/03/2008	DRB/REFUSE RATE INCREASE	39058	080441	10/2008		456.00
05/08/2008	66378	FEDERAL EXPRESS CORP.	911				30.72
101-5020-432.28-09	04/18/2008	SEWER DIV SHIPPING 04/08	2-654-82225	080157	10/2008		30.72
05/08/2008	66379	FERGUSON ENTERPRISES INC.	915				834.06
601-5060-436.30-02	04/23/2008	4" GATE VALVES	0266095	080075	10/2008		834.06
05/08/2008	66380	HANSON AGGREGATES INC.	48				126.80
101-5010-431.30-02	04/14/2008	GREENBOOK SP	558158	080080	10/2008		126.80
05/08/2008	66381	J. SIMMS AGENCY	1883				1,250.00
101-1920-419.20-06	04/29/2008	APRIL 2008 IMP BCH PR	2244	080431	10/2008		1,250.00
05/08/2008	66382	KAUFMAN'S PAINTING	1929				350.00
408-1920-519.20-06	04/29/2008	INSTLTN & PNTNG EBONY PLA	1546	081067	10/2008		350.00
05/08/2008	66383	KOA CORPORATION	611				9,988.23
408-1920-519.20-06	02/29/2008	01/21/08-02/17/08 BIKEWAY	JA64F9XX13	070860	03/2008		8,503.23
408-1920-519.20-06	03/31/2008	02/18-03/16/08 ECO BIKEWA	JA64F9XX14	070860	09/2008		1,485.00
05/08/2008	66384	MAR VISTA HIGH SCHOOL CHEER BO	2				657.00
101-0000-221.01-03	04/22/2008	USE DEPOSIT REFUND	4321		11/2008		550.00
101-0000-362.82-02	04/22/2008	CLEANING DEPOSIT REFUND	4321		11/2008		107.00
05/08/2008	66385	MASON'S ALIGNMENT, BRAKES	921				59.00
501-1921-419.28-16	05/01/2008	FRONT END WHEEL ALIGNMENT	13115	080084	11/2008		59.00
05/08/2008	66386	MATCO TOOLS	932				13.63
601-5060-436.30-22	05/02/2008	SMALL INSPECTION MIRROR	183021	080086	11/2008		13.63
05/08/2008	66387	MITCH ROE	4				6,862.00
101-0000-221.01-05	05/02/2008	TEP08-08 BOND REFUND	4379		11/2008		6,862.00
05/08/2008	66388	MOBILE HOME ACCEPTANCE CORPORA	1533				296.31
408-5020-432.25-02	04/23/2008	05/07/2008-06/06/2008 PW	138328	080211	10/2008		296.31

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ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
05/08/2008	66389	PROTECTION SERVICE IND	69				264.18
601-5060-436.20-23	04/16/2008	MAY 2008 ALARM MONITORING		66764432	080181	10/2008	264.18
05/08/2008	66390	QWIK PRINTS	1622				100.00
101-1130-412.21-04	05/01/2008	APRIL 2008 LIVESCAN FEES		081221411	080022	11/2008	100.00
05/08/2008	66391	RANCHO AUTO & TRUCK PARTS	1685				456.29
501-1921-419.28-16	04/25/2008	WIX FILTERS		6193	080152	10/2008	8.65
501-1921-419.28-16	05/05/2008	SEALS/TRUCK PARTS		7465	080152	11/2008	94.24
501-1921-419.28-16	05/05/2008	SEALS		7470	080152	11/2008	1.19
501-1921-419.28-16	04/29/2008	SPARK PLUG		6688	080152	10/2008	18.88
501-1921-419.28-16	04/29/2008	BRAKE LINING/TRUCK		6731	080152	10/2008	27.07
501-1921-419.28-16	04/30/2008	VALL JOINT/CONTROL ARM AS		6797	080152	10/2008	306.26
05/08/2008	66392	ROBERTSON INDUSTRIES, INC.	1936				1,493.42
101-6040-454.30-02	04/23/2008	DUNES PARK TOT-TURF 60 SF		8939	080987	10/2008	1,493.42
05/08/2008	66393	SAN DIEGO GAS & ELECTRIC	288				201.39
101-5010-431.27-01	05/01/2008	MAY 2008 OPER STORM SEWER		51249736	080702	11/2008	201.39
05/08/2008	66394	SKS INC.	412				14,274.06
501-1921-419.28-15	04/21/2008	847 GALLONS REG FUEL		1218047-IN	080151	10/2008	3,154.92
501-1921-419.28-15	04/24/2008	800 GALLONS REG FUEL		1218152-IN	080151	10/2008	2,995.42
501-1921-419.28-15	04/28/2008	650 GALLONS REG FUEL		1218209-IN	080151	10/2008	2,449.40
501-1921-419.28-15	05/02/2008	1200 GALREG; 333 GAL DIES		1218363-IN	080151	11/2008	5,674.32
05/08/2008	66395	SMART STAFF	427				830.25
101-3020-422.21-01	04/29/2008	ROCHER, J W/E 04/27/08		2766	081000	10/2008	243.00
101-3020-422.21-01	03/25/2008	ROCHER, J W/E 03/23/08		2657	081000	09/2008	587.25
05/08/2008	66396	SOUTHWESTERN COLLEGE	492				227.79
101-1020-411.21-01	04/29/2008	ROCHER, J 03/10-04/16/08		0045	080532	10/2008	83.76
101-1020-411.21-01	04/29/2008	ROCHER, J 02/11-03/09/08		0046	080532	10/2008	144.03
05/08/2008	66397	SUNGARD PUBLIC SECTOR INC.	1370				1,600.00
101-1920-532.20-06	04/18/2008	LX 2008 414 MOD - 2ND 50%		880938		10/2008	1,600.00
05/08/2008	66398	GENERAL LEDGER RESOURCES	1945				4,912.50
101-1210-413.21-01	05/06/2008	RICE, K W/E 05/04/08		3151	081068	11/2008	887.50
101-1210-413.21-01	04/21/2008	RICE, K W/E 04/20/08		3097	081068	10/2008	2,375.00
101-1210-413.21-01	04/29/2008	RICE, K W/E 04/27/08		3123	081068	10/2008	1,650.00
DATE RANGE TOTAL *							150,350.80 *



**STAFF REPORT
CITY OF IMPERIAL BEACH**

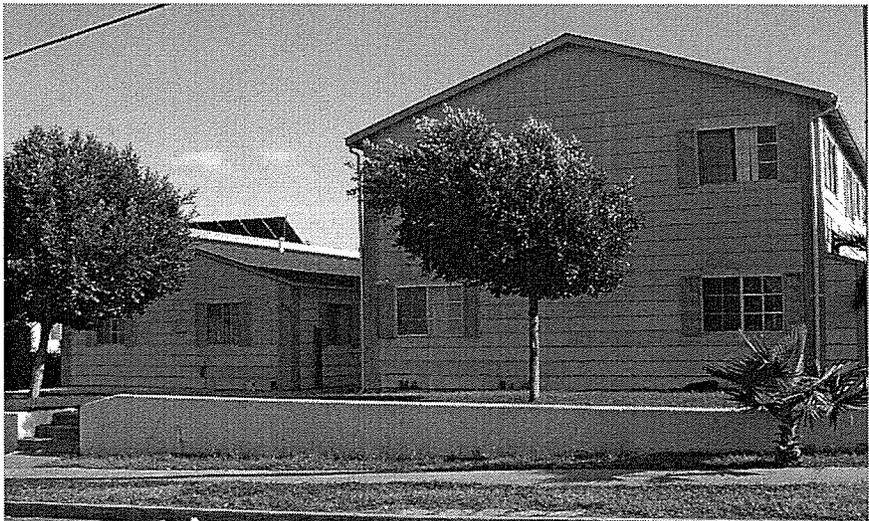
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER

MEETING DATE: MAY 21, 2008
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR
JIM NAKAGAWA, AICP, CITY PLANNER
TYLER FOLTZ, ASSOCIATE PLANNER TF

SUBJECT: CONSENT CALENDAR: FRANK GIORDANO, SAN REMOS VILLAS, LLC [OWNER/APPLICANT]: TIME EXTENSION FOR ADMINISTRATIVE COASTAL PERMIT (ACP 04-175), AND TENTATIVE MAP (TM 04-174) FOR THE CONVERSION OF AN EXISTING SIX UNIT TWO-STORY RESIDENTIAL APARTMENT BUILDING AND A SINGLE-STORY COTTAGE INTO SEVEN COMMON INTEREST CONDOMINIUM OWNERSHIP UNITS LOCATED AT 773-777 CALLA AVENUE, IN THE R-1500/MU-1 (HIGH DENSITY RESIDENTIAL/MIXED-USE OVERLAY) ZONE. MF 759.

PROJECT DESCRIPTION/BACKGROUND:

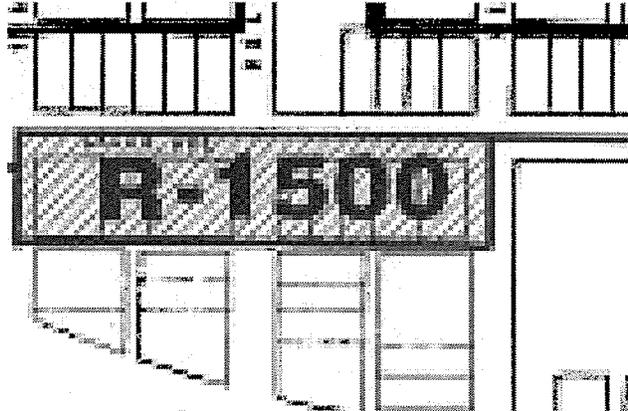
This is a time extension request for an application (MF 759) previously approved on April 20, 2005 and originally submitted on January 4, 2005 for the condominium conversion of an existing six unit two-story residential apartment building and a single-story cottage totaling seven units. The development consists of six two-bedroom, one and a half bath residential apartment units and one single story



cottage on a 9,750 square foot site located at 773-777 Calla Ave. (APN 626-202-18-00). There are a total of nine open parking spaces on site. The property is designated R-1500/MU-1 (High Density Residential/Mixed-Use Overlay) on the Zoning Map.

**PROJECT EVALUATION/
DISCUSSION:**

The original expiration date for the coastal permit and tentative map provided for a three (3) year vesting period. Approval of this time extension would provide another three (3) year vesting period. No new zoning requirements have been enacted that would negatively affect the time extension request. The applicant has been delayed due to increased construction costs and the downturn in the housing market.



ENVIRONMENTAL DETERMINATION:

The project is Categorically Exempt as a Class 1K project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(k) (Division of existing multiple-family residences into common interest ownership).

COASTAL JURISDICTION: The project is located in the Non-Appealable area of the California Coastal Zone, as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map, and, as such, is not appealable to the California Coastal Commission under Section 30603(a) of the California Public Resources Code.

FISCAL ANALYSIS:

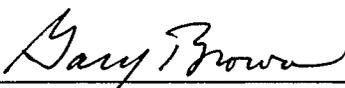
The applicant has deposited \$4,500.00 in Project Account Number 040174 and 040175 to fund the processing of this application.

DEPARTMENT RECOMMENDATION:

Consider adoption of Resolution No. 2008-6632, approving a time extension for (Administrative Coastal Permit ACP 04-175/Tentative Map TM 04-174) which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



 Gary Brown, City Manager

Attachments:

1. Applicant Extension Request
2. Resolution 2008-6632

c: file MF 759

Chris Christiansen, CondominiumConversions.Com, P.O. Box 1234, La Mesa, CA 91944

Frank Giardano, San Remos Villas, LLC, 5575 Lake Park Way, La Mesa, 91942

Algert Engineering, 428 Broadway, Chula Vista, CA 91910

California Coastal Commission, Diana Lilly, Coastal Program Analyst, 7575 Metropolitan Drive, Suite 103, San Diego, CA 92108-1735

Occupant, 773 Calla Ave. #1, Imperial Beach, CA 91932

Occupant, 773 Calla Ave. #2, Imperial Beach, CA 91932

Occupant, 773 Calla Ave. #3, Imperial Beach, CA 91932

Occupant, 773 Calla Ave. #4, Imperial Beach, CA 91932

Occupant, 773 Calla Ave. #5, Imperial Beach, CA 91932

Occupant, 773 Calla Ave. #6, Imperial Beach, CA 91932

Occupant, 777 Calla Ave., Imperial Beach, CA 91932

San Remos Villas LLC
P.O. Box 210172
Chula Vista CA 91921
619-846-9911

January 20, 2008

City of Imperial Beach Community Development Department
825 Imperial Beach BLVD
Imperial Beach CA 91932

Re: 773-777 Calla Avenue
Imperial Beach CA 91932
Resolution No. 2005-6137
TM 04-176

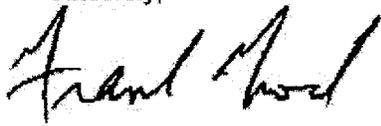
Dear Planning Department

We hereby request an extension of time for a period of three years for our condominium conversion located at the address referenced above.

This is primarily due to the slowing of the housing market in San Diego County which has made our project economically unfeasible to pursue at this time. The inability to obtain the proper financing in this marketplace has also hindered our project.

It is our goal to have these projects completed within the next three years. We appreciate your consideration on this matter.

Sincerely,



Frank Giordano
San Remos Villas LLC

RESOLUTION NO. 2008-6632

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A TIME EXTENSION FOR ADMINISTRATIVE COASTAL PERMIT (ACP 04-175) AND TENTATIVE MAP (TM 04-174) FOR THE CONVERSION OF AN EXISTING SIX UNIT TWO-STORY RESIDENTIAL APARTMENT BUILDING AND A SINGLE-STORY COTTAGE INTO SEVEN COMMON INTEREST CONDOMINIUM OWNERSHIP UNITS LOCATED AT 773-777 CALLA AVENUE, IN THE R-1500/MU-1 (HIGH DENSITY RESIDENTIAL/MIXED-USE OVERLAY) ZONE. MF 759.

APPLICANT/OWNER: FRANK GIORDANO, SAN REMOS VILLAS, LLC

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

WHEREAS, on May 21, 2008, the City Council of the City of Imperial Beach held a duly noticed public meeting to consider the merits of approving or denying a time extension for a previously-approved application for a condominium conversion project (Administrative Coastal Permit ACP 04-175/Tentative Map TM 04-174). The development consists of six two-bedroom, one and a half bath residential apartment units and one-single story cottage on a 9,750 square foot site located at 773-777 Calla Ave. (APN 626-202-18-00); and

WHEREAS, on April 20, 2005, the City Council of the City of Imperial Beach held a duly noticed public hearing to consider the merits of approving or denying an application for a condominium conversion project (Administrative Coastal Permit ACP 04-175/Tentative Map TM 04-174). The development consists of six two-bedroom, one and a half bath residential apartment units and one-single story cottage on a 9,750 square foot site located at 773-777 Calla Ave. (APN 626-202-18-00), a site legally described as follows:

Lots 35, 36 and 37 in the block 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; and,

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), it was determined that the project is categorically exempt from the requirements of the CEQA as a Class 1k project pursuant to CEQA Guidelines Section 15301(k); and

WHEREAS, the City Council considered the information contained in the staff report on this case and public testimony received on this case; and

WHEREAS, the City Council reaffirms the following additional findings in support of its decision to approve the project:

COASTAL PERMIT FINDINGS:

- 1. The proposed development conforms to the Certified Local Coastal Plan including Coastal Land Use Policies.**

Map Act Section 66427.2 provides that, unless the general plan contains specific condominium conversion objectives and policies, condominium conversions do not need to comply with the general plan. The City of Imperial Beach does not have such applicable general plan policies and this finding, therefore, is not required.

TENTATIVE MAP FINDINGS:

2. The proposed tentative tract map is consistent with the General Plan/Local Coastal Plan.

Map Act Section 66427.2 provides that, unless the general plan contains specific condominium conversion objectives and policies, condominium conversions do not need to comply with the general plan. The City of Imperial Beach does not have such applicable general plan policies and this finding, therefore, is not required. The City must either approve or deny a conversion within 120 days after the application has been deemed complete.

3. The design or improvement of the proposed major subdivision is consistent with the General Plan/Local Coastal Plan.

Map Act Section 66427.2 provides that, unless the general plan contains specific condominium conversion objectives and policies, condominium conversions do not need to comply with the general plan. The City of Imperial Beach does not have such applicable general plan policies and this finding, therefore, is not required. The City must either approve or deny a conversion within 120 days after the application has been deemed complete.

4. The site is physically suitable for the type of development.

The subject site is a rectangle, relatively level, 9,750 square foot parcel with 75 feet of frontage along Calla Avenue. The seven residential units already exist and the site has been suitable for this development. The Tentative Map will establish condominium ownership for seven units.

5. The design of the major subdivision will not cause substantial environmental damage or substantial and avoidable injury to fish or wildlife, or their habitat.

The project does not involve any new construction and the existing development is in a developed urban area. Therefore, the proposed tentative map will not affect fish or wildlife habitat.

6. The design of the major subdivision will not cause serious public health problems.

The existing development is already served by municipal water and sewer service and the conversion would not result in public health problems.

7. The design of the major subdivision will not conflict with any easement of record.

A Title Report submitted by the applicant, dated December 15, 2004, indicates that there are no easements on the site, which would conflict with the subdivision.

8. All requirements of the California Environmental Quality Act (CEQA) have been fulfilled.

The project is exempt from the requirements of the CEQA under CEQA Guidelines Section 15301k (Class 1k – division of existing multiple-family or single-family residences into common interest ownership and subdivision of existing commercial or industrial buildings, where no physical changes occur which are not otherwise exempt).

NOW, THEREFORE, BE IT RESOLVED that a **time extension** for an application for Administrative Coastal Permit ACP 04-175 and Tentative Map TM 04-174 for a seven unit condominium conversion consisting of six two-bedroom, one and a half bath residential

apartment units and one-single story cottage on a 9,750 square foot site located at 773-777 Calla Ave. (APN 626-202-18-00), is hereby **approved** by the City Council of the City of Imperial Beach subject to the following:

CONDITIONS OF APPROVAL:

A. PLANNING:

1. Approval of Administrative Coastal Permit ACP 04-175/Tentative Map TM 04-174 for a seven unit condominium conversion consisting of six two-bedroom, one and a half bath residential apartment units and one-single story cottage on a 9,750 square foot site located at 773-777 Calla Ave. (APN 626-202-18-00) is valid for three years to expire on **April 20, 2011**. Conditions of approval must be satisfied, building permits issued, and substantial construction in reliance must have commenced prior to expiration.
2. Applicant shall pay any outstanding negative balances in the project accounts (04-174 and 04-175) prior to approval and recordation of the final Parcel Map.
3. Approval of this request shall not waive compliance with any portion of the Uniform Building Code and Municipal Code in effect at the time building permits were issued for the original development.
4. Applicant shall provide the required documentation pursuant to Subdivision Map Act Section 66427.1.
5. The applicant or applicant's representative shall read, understand and accept the conditions listed herein and shall within 30 days return a signed statement accepting said conditions.
6. Applicant shall sign and return the Final Map Notification Agreement.
7. Applicant shall provide an updated Title Report dated within 60 days of the Final Map submittal.

B. PUBLIC SAFETY:

8. Address must be clearly visible with 6" high numbers and with 3/4" stroke on contrasting background from the street and alley.
9. Provide for attic access for each unit that has an attic. Access must be a minimum 22 inches by 30 inches, with a minimum of 30 inches of headroom.

C. PUBLIC WORKS:

10. Ensure that the hot water tank P.T. discharge pipe is piped to discharge to the sanitary sewer system or the landscape area. A design that has the water discharge directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.
11. No building roof or landscape water drains may be piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into

the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order 2001-01.

12. Recommend the existing parcel pervious surfaces land area be required to remain no greater than that existing at the time of application of a permit. This condition is to be a post-conversion covenant / agreement in order to maximize the water runoff infiltration in compliance with Municipal Storm Water Permit – Order 2001-01.
13. Install survey monuments on northwest and northeast property lines in or adjacent to the sidewalk. Record same with county office of records.
14. Construct adequate storage (out of the front yard setback) for regular trash, and recycled waste for all units. Current trash enclosure is not adequate to include recycling carts. Also the enclosure doors have been removed. I.B.M.C. Chapter 19.74.090 applies.
15. Relocate the existing street-side block wall to the property line. This block wall is currently encroached into the City right-of-way.
16. Require applicant to provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and / or Conditional Use Permit.
17. Applicant shall underground or agree to underground all utilities in accordance with I.B.M.C. Chapter 13.08.
18. Advise the property owner that he/she must institute “Best Management Practices” to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The property owner or applicant must provide the following documents to the City of Imperial Beach before project may begin work:
 - A checklist of selected BMPs and location of the BMPs on project plans for review by the City (Form 7-B and Table 7-3).
 - Certification of intent to maintain selected BMPs (Form 7-B).
 - A Storm Water Management Plan (Form 7-B).
19. Additionally these BMP practices shall include but are not limited to:
 - Contain all construction water used in conjunction with the construction. Contained construction water is to be properly disposed in accordance with Federal, State, and City statutes, regulations and ordinances.
 - All recyclable construction waste must be properly recycled and not disposed in the landfill.
 - Water used on site must be prevented from entering the storm drain conveyance system (i.e., streets, gutters, alley, storm drain ditches, storm drain pipes).
 - All wastewater resulting from cleaning construction tools and equipment must be contained on site and properly disposed in accordance with Federal, State, and City statutes, regulations, and ordinances.

- Erosion control - All sediment on the construction site must be contained on the construction site and not permitted to enter the storm drain conveyance system. Applicant is to cover disturbed and exposed soil areas of the project with Visqueen (or equivalent product) to prevent sediment removal into the storm drain system.
20. Advise the property owner that as of January 1, 2000, any disposal/transportation of solid waste/construction waste in roll-off containers must be contracted through EDCO Disposal Corporation unless the hauling capability exists integral to the prime contractor performing the work.

Appeal Process under the California Code of Civil Procedure (CCP): The time within which judicial review of a City Council decision must be sought is governed by Section 1094.6 of the CCP. A right to appeal a City Council decision is governed by CCP Section 1094.5 and Chapter 1.18 of the Imperial Beach Municipal Code.

PROTEST PROVISION: The 90-day period in which any party may file a protest, pursuant to Government Code Section 66020, of the fees, dedications or exactions imposed on this development project begins on the date of the final decision.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its regular meeting held on the 21st day of May 2008, by the following roll call vote:

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

James C. Janney

JAMES JANNEY, MAYOR

ATTEST:
Jacqueline M. Hald

JACQUELINE HALD, CITY CLERK

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Resolution No. 2008-6632 – A Resolution of the City Council of the City of Imperial Beach, California, APPROVING A TIME EXTENSION FOR ADMINISTRATIVE COASTAL PERMIT (ACP 04-175) AND TENTATIVE MAP (TM 04-174) FOR THE CONVERSION OF AN EXISTING SIX UNIT TWO-STORY RESIDENTIAL APARTMENT BUILDING AND A SINGLE-STORY COTTAGE INTO SEVEN COMMON INTEREST CONDOMINIUM OWNERSHIP UNITS LOCATED AT 773-777 CALLA AVENUE, IN THE R-1500/MU-1 (HIGH DENSITY RESIDENTIAL/MIXED-USE OVERLAY) ZONE. MF 759.

CITY CLERK

DATE



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: MAY 21, 2008
ORIGINATING DEPT.: PUBLIC WORKS *HAL*
SUBJECT: PUBLIC HEARING AND FIRST READING OF ORDINANCE TO CONSIDER ADOPTION OF THE SEWER SERVICE CHARGE FOR FISCAL YEAR 2009

BACKGROUND:

Pursuant to Chapter 13.06 of the Imperial Beach Municipal Code, a sewer service fee is charged to all residential and non-residential customers in the city limits of the City of Imperial Beach that discharge sewage into the sewer lines maintained by the city, or is considered by the San Diego Metropolitan Sewer System to be within the city jurisdiction. Ordinance 2005-1030, Section 2, adopted by Council on July 20, 2005 states:

"Ordinance 2005-1030, Section 2:

"The rates established hereunder shall increase each July 1st, beginning in the year 2006 through July 1, 2010, inclusive, by the amount of five and one-half percent (5.5%) to account for expected increased costs of sewer service. Rates, beginning in July 1, 2011 and thereafter, will be adjusted based on the United States Bureau of Labor Statistics Consumer Price Index data for the Los Angeles-Riverside-Orange County Statistical Area, or by a more appropriate future determiner of Imperial Beach Cost of Living that may be developed. Prior to the scheduled increase each year, the City Council shall hold a public hearing in conjunction with the process of adoption or review of the City budget adoption of the annual City budget to determine if there are costs reasonably borne by the City to justify the annual increase established hereunder. If the City Council determines that the actual costs of the sewer program do not require the automatic annual increase, the City Council shall amend the sewer rates to reflect the actual costs of service, including adequate reserves for contingencies. Nothing herein prevents the City Council from enacting fees that cover the actual costs of the sewer program."

Since the sewer service charges are codified in the Imperial Beach Municipal Ordinance, changes to the sewer service charges must be made through a new ordinance. And, since the ordinance proposes a change in a sewer service fee, a public hearing must be held to effect sewer service fee changes.

Additionally the recent California Supreme Court decision (*Bighorn-Desert View Water Agency v. Verjil*, (2006) 39 Cal. 4th 205), the court ruled that a public agency's water rate and charges for ongoing water delivery are subject to the initiative provision of Article 13C, Section 3, as added to the California Constitution by Proposition 218. The *Bighorn* decision raises concerns about the applicability of this decision relative to waste water (sewer) service charges, particularly with regard to public noticing requirements. In an abundance of caution, City Council directed staff to notice a 45-day public hearing period and for staff to mail notices of the proposed fee increase to all affected property owners.

DISCUSSION:

On March 5, 2008, City Council set the public hearing and first reading of the ordinance for the May 21, 2008, regular City Council meeting. The following adoption schedule was approved:

- Mail the 45-day notice no later than April 3, 2008
- Public Hearing and First Reading of Ordinance, May 21, 2008
- Second Reading of Ordinance, June 4, 2008

(Note: Since the June 4, 2008, meeting has been changed to May 28, 2008, it is recommended that the second reading of the ordinance be May 28, 2008.)

The 5.5% adjustment for the year starting July 1, 2008, is shown on the below table:

Revised Sewer Rates FY 2008/09 FOR ANNUAL BILL CALCULATIONS			
City of Imperial Beach			
<i>Customer Class</i>		Current Rate (2007/08) (a)	Requested 2008/09 Sewer Rates (b)
Single-Family Residential			
Volume-based Rate	Class 1	\$2.0468	\$2.1594
Annual Base Charge	Class 1	\$137.9483	\$145.5355
Multi-Family Residential	Class 2	\$3.4751	\$3.6662
Rest./Bakeries/Mort./Groc.	Class 3	\$6.6506	\$7.0164
Small Commercial	Class 4	\$3.4540	\$3.6440
Car Wash/Laundries	Class 5	\$3.1483	\$3.3215
Public Agency/Institutional	Class 6	\$2.9156	\$3.0760
Heavy Commercial	Class 7	\$6.0734	\$6.4074
Mixed Use Light	Class 8	\$3.5221	\$3.7158
Mixed Use Heavy	Class 8.5	\$5.1254	\$5.4073
Navy	Class 9	\$3.9882	\$4.2076
Sewer Unit Charges – by Treatment Parameter			
Volume Charges (\$/HFC)		\$2.7705	\$2.9229
Strength Surcharges – BOD (\$/lb)		\$0.4660	\$0.4916
Strength Surcharges – TSS (\$/lb.)		\$0.4327	\$0.4565

(a) Current rates effective July 1, 2007

(b) 5.5% increase per Ordinance 2005-1030, section 2

As of the time of the preparation of this staff report, staff has received:

- 3 telephonic inquiries regarding the notice to adjust the rate
- 1 telephonic complaint regarding the notice to adjust the rate
- 0 written objections to the notice to adjust the rate

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The Ordinance will increase the cost of sewer service by 5.5% across the board for all sewer customers.

DEPARTMENT RECOMMENDATION:

1. Open the Public Hearing.
2. Receive this report.
3. Receive public testimony.
4. Close the public hearing
5. Mayor calls for the reading of the title of Ordinance No. 2008-1070 an Ordinance of the City Council of the City of Imperial Beach, California adopting new monthly user charges for sanitary sewer service and amending section 13.06.140.B of Chapter 13.06 of the Imperial Beach Municipal Code pertaining to sewer service charges.
6. City Clerk to read title of the Ordinance No. 2008-1070
7. Motion to dispense the first reading and set the matter for adoption at the next adjourned regularly scheduled City Council meeting.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Ordinance 2008-1070 amending Fiscal Year 2009 Sewer Service Fee Rates

ORDINANCE NO. 2008-1070

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH CALIFORNIA ADOPTING THE REVISED SEWER SERVICE RATES FOR SANITARY SEWER SERVICE AND AMENDING SECTION 13.06.140.B OF CHAPTER 13.06 OF THE IMPERIAL BEACH MUNICIPAL CODE PERTAINING TO SEWER SERVICE CHARGES - DESIGNATED

WHEREAS, On July 20, 2005, City Council adopted Ordinance No. 2005-1030 revising the sewer service fee in Fiscal Year 2006; and

WHEREAS, on May 16, 2007, City council adopted Ordinance 2007-1056 revising the Sewer Service fee for Fiscal Year 2008; and

WHEREAS, Ordinance 2005-1030, Section 2 stated, "The rates established hereunder shall increase each July 1st, beginning in the year 2006 through July 1, 2010, inclusive, by the amount of five and one-half percent (5.5%) to account for expected increased costs of sewer service"; and

WHEREAS, the increased costs of sewer service does not exceed the actual cost of providing service.

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

Section 1: Section 13.06.140.B is hereby amended to read as follows:

"B. Said service charges are based upon the Foresight Consulting Sewer Rate Study, June 2005. Annual sewer service charges will be determined by applying the volume charge per hundred cubic feet (HCF) for each customer classification to each premises as determined by the water utility meter readings for the prior year, and the suspended solids (SS) and biological oxygen demand (BOD) content for such volume.

Revised Sewer Rates FY 2008/09 FOR ANNUAL BILL CALCULATIONS			
<i>City of Imperial Beach</i>			
Customer Class		Current Rate (2007/08) (a)	Requested 2008/09 Sewer Rates (b)
Single-Family Residential			
Volume-based Rate	Class 1	\$2.0468	\$2.1594
Annual Base Charge	Class 1	\$137.9483	\$145.5355
Multi-Family Residential	Class 2	\$3.4751	\$3.6662
Rest./Bakeries/Mort./Groc.	Class 3	\$6.6506	\$7.0164
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Public Agency/Institutional	Class 6	\$2.9156	\$3.0760
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Navy	Class 9	\$3.9882	\$4.2076
Sewer Unit Charges – by Treatment Parameter			
Volume Charges (\$/HFC)		\$2.7705	\$2.9229
Strength Surcharges – BOD (\$/lb)		\$0.4660	\$0.4916
Strength Surcharges – TSS (\$/lb.)		\$0.4327	\$0.4565

(a) Current rates effective July 1, 2007

(b) 5.5% increase per Ordinance 2005-1030, section 2

Section 2: This ordinance shall become effective thirty (30) days following its passage and adoption.

Section 3: The City Council of the City of Imperial Beach hereby declares that should any section, paragraph, sentence, phrase, term or word of this Ordinance, hereby adopted, be declared for any reason to be invalid, it is the intent of the City Council that it would have adopted all other portions of this Ordinance irrespective of any such portion declared invalid.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, held on the 21st day of May 2008, and thereafter **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, held on the 28th day of May 2008 by the following roll call vote:

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

JAMES C. JANNEY, MAYOR

ATTEST:

JACQUELINE M. HALD, CITY CLERK

APPROVED AS TO FORM:

JAMES LOUGH, CITY ATTORNEY

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be true and exact copy of Ordinance No. 2008-1070, Adopting The Revised Sewer Service Rates For Sanitary Sewer Service And Amending Section 13.06.140.B Of Chapter 13.06 Of The Imperial Beach Municipal Code Pertaining To Sewer Service Charges - Designated

CITY CLERK

DATE



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: MAY 21, 2008
ORIGINATING DEPT.: PUBLIC WORKS *HGB*
SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTION OF THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION AND ADOPTION OF THE STORM WATER (POLLUTION) MANAGEMENT FEE

BACKGROUND:

On June 16, 1999, the City Council adopted Resolution No. 99-5080 selecting EDCO Disposal Corporation as the City's provider of integrated waste management services. EDCO commenced services for the City on January 1, 2000. Amendment No.1 was signed and effective November 20, 2002 which changed the termination date of the Agreement. Amendment No. 2 was signed and effective March 26, 2008, which changed the eligible rate adjustment date from annually each January to annually each July.

The EDCO agreement provides for an annual rate adjustment beginning the third year of the agreement and continuing through all subsequent years. If a rate adjustment is to be requested for the succeeding year, EDCO must submit the request to the City no later than March 1st. Otherwise, the annual rate adjustment is forgone until the following fiscal year. The EDCO agreement also specifies the method and formula to be used in calculating the maximum allowable rate adjustment. The formula is applied to three rate components: 1) single-family residential, 2) commercial and multi-family residential and 3) roll-off services.

Historical EDCO rate adjustments have been as follows:

- Agreement Year 3 (2002) – A maximum rate increase of 1.2% was approved by City Council.
- Agreement Year 4 (2003) – EDCO did not request a rate adjustment.
- Agreement Year 5 (2004) – A maximum rate increase of 3.1% was approved by City Council.
- Agreement Year 6 (2005) – Maximum rate increases of 4.5% for single-family residential and 4.3% for commercial / multi-family residential were approved by City Council.
- Agreement Year 7 (2006) – Maximum rate increases of 4.0% for single-family residential and 3.9% for commercial / multi-family residential were approved by City Council.
- Agreement Year 8.5 (2007) – Maximum rate increase of 4.9% for single-family residential and commercial / multi-family residential were approved by City council

DISCUSSION:

On February 26, 2008, EDCO submitted a rate adjustment request for fiscal year 2008/2009. See attachment (2). A maximum increase of 4.6% is being requested for single family component, 4.9% for Commercial / multi-family residential component and 3.9% for Roll Off Rates.

Rate adjustments are calculated using a formula based on two factors. The first factor considers changes in landfill tipping fees (7.1% increase since last year). The second factor is tied to changes in the Producer Price Index (PPI) over the last 12-month period (3.9% increase). Considered together, these factors equate to a 4.6% rate increase.

The City's Storm Water (Pollution) Management Fee at the current rate of 28.6% is added to the EDCO Disposal Corporation's requested maximum Solid Waste Management Services fee. This adjustment is reflected in the below table in the "Total Combined Rate" column. This Storm Water (Pollution) Management Services Fee is applicable to all residential and commercial solid waste accounts serviced by EDCO

The table below compares existing maximum solid waste rates with the new maximum monthly rates should the requested maximum rate adjustment be granted. The table also shows the total monthly billing with the 28.6% storm water (Pollution) Management fee included. (See "Total Combined Rate" column.)

	CURRENT MAX. MONTHLY SERVICE RATE	REQUESTED MAX. MONTHLY SERVICE RATE	TOTAL COMBINED RATE
Single-Family Residential Accounts			
35-gallon cart	\$ 16.79	\$ 17.59	\$22.62
64-gallon cart	\$ 17.30	\$ 18.13	\$23.32
90-gallon cart	\$ 17.90	\$ 18.75	\$24.11
Additional 64-gallon cart	\$ 4.21	\$ 4.43	\$5.70
Additional 90-gallon cart	\$ 4.49	\$ 4.73	\$6.08
Multi-Family Residential & Commercial			
3-yard bin once per week	\$ 95.61	\$ 100.28	\$128.96
3-yard bin twice per week	\$ 174.51	\$ 183.02	\$235.36
3-yard bin three times per week	\$ 253.41	\$ 265.75	\$341.75
3-yard bin four times per week	\$ 332.33	\$ 348.50	\$448.17
3-yard bin five times per week	\$ 411.23	\$ 431.24	\$554.57
3-yard bin six times per week	\$ 490.14	\$ 513.98	\$660.98
Roll-off Bins			
Standard roll-off charge per load	\$ 146.49	\$ 152.19	\$195.72
Compactor charge per load	\$ 219.74	\$ 228.29	\$293.58
Delivery or relocation charge	\$ 41.95	\$ 43.58	\$56.04
Charge per ton over weight limit	\$ 47.40	\$ 50.77	\$65.29

As of the time of submitting this staff report, staff had received the following communications regarding the rate adjustment announcement:

- 12 telephone calls requesting information.
- 3 telephone calls registering objections to the maximum rate adjustment.
- No written protests were received.

- No written protests were received.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

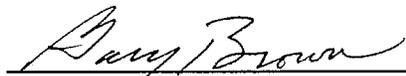
The requested rate increase would result in estimated annual franchise revenue of \$236,435, an increase of approximately \$10,000 from the current year.

DEPARTMENT RECOMMENDATION:

1. Open the public hearing.
2. Receive the report.
3. Receive public testimony.
4. Close the public hearing.
5. Consider proposed changes to the maximum allowable Integrated Solid Waste Management Services fees charged by EDCO Disposal Corp. for Calendar Year 2008. A 4.6 % adjustment of the refuse rate is being proposed due to the increased costs of providing refuse collection and recycling services to the single-family residential units and 4.9% for business multi-family communities and 3.9% for the roll off component. The amount of refuse bill is determined by the quantity and size of the refuse containers and the frequency of collection.
6. Consider the City's Storm Water (Pollution) Management Fee at the current rate of 28.6% of the new proposed maximum Solid Waste Management Services Fee. This adjustment is reflected in the above table under the "Total Combined Rate" column. This Storm Water (Pollution) Management Services Fee would be applicable to all residential and commercial solid waste accounts serviced by EDCO.
7. Adopt attached resolution with associated exhibit A.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6630 with Exhibit A
2. EDCO Waste & Recycling Services letter dated February 26, 2008 with attachment.
3. Notice of Public Hearing

RESOLUTION NO. 2008-6630

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES MAXIMUM FEE INCREASE REQUESTED BY EDCO DISPOSAL CORPORATION AND ADOPTING OF THE STORM WATER (POLLUTION) MANAGEMENT FEE

WHEREAS, on June 16, 1999, the City Council adopted Resolution No. 99-5080 selecting EDCO Disposal Corporation as the City's provider of integrated waste management services; and

WHEREAS, EDCO commenced services for the City on January 1, 2000; and

WHEREAS, Amendment No. 1 was signed and effective November 20, 2002, which changed the termination date of the Agreement; and

WHEREAS, Amendment No. 2 was signed and effective March 26, 2008, which changed the eligible rate adjustment date from annually each January to annually each July; and

WHEREAS, the EDCO agreement provides for an annual rate adjustment beginning the third year of the agreement and continuing through all subsequent years; and

WHEREAS, on February 26, 2008, EDCO submitted a rate adjustment request for fiscal year 2008/2009; and

WHEREAS, a maximum increase of 4.6% is being requested for single family component, 4.9% for Commercial / multi-family residential component and 3.9% for Roll Off component; and

WHEREAS, the City's Storm Water (Pollution) Management Fee at the current rate of 28.6% is added to the EDCO Disposal Corporation's requested maximum Solid Waste Management Services fee; and

WHEREAS, exhibit A compares existing maximum solid waste rates with the new maximum monthly rates should the requested maximum rate adjustment be granted; and

WHEREAS, exhibit A also shows the total monthly billing with the 28.6% storm water (Pollution) Management fee included.

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 of the City of Imperial Beach approves the rate adjustment to the maximum refuse disposal rate as provided in the attached Exhibit A column 2.
3. This legislative body of the City of Imperial Beach approves the "Combined Total Rate" column for the combination of the EDCO Integrated Solid Waste Management Services Maximum Fee plus the Storm Water (Pollution) management fee.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of May 2008, by the following roll call vote:

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

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. 2008-6630 – A Resolution of the City Council of the City of Imperial Beach, California, Adopting the Integrated Solid Waste Management Services Maximum Fee Increase Requested by EDCO Disposal Corporation and Adopting of the Storm Water (Pollution) Management Fee

CITY CLERK

DATE

TABLE 1
FISCAL YEAR 2008/2009 REFUSE AND STORMWATER (POLLUTION) MANAGEMENT FEE

	CURRENT MAX. MONTHLY SERVICE RATE	REQUESTED MAX. MONTHLY SERVICE RATE	TOTAL COMBINED RATE
Single-Family Residential Accounts			
35-gallon cart	\$ 16.79	\$ 17.59	\$22.62
64-gallon cart	\$ 17.30	\$ 18.13	\$23.32
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Additional 64-gallon cart	\$ 4.21	\$ 4.43	\$5.70
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Multi-Family Residential & Commercial			
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Roll-off Bins			
Standard roll-off charge per load	\$ 146.49	\$ 152.19	\$195.72
Compactor charge per load	\$ 219.74	\$ 228.29	\$293.58
Delivery or relocation charge	\$ 41.95	\$ 43.58	\$56.04
Charge per ton over weight limit	\$ 47.40	\$ 50.77	\$65.29

NOTE:

Table above compares existing maximum solid waste rates (column 2) with the new maximum monthly rates (column 3). Column 4 in the table also shows the total monthly billing with the 28.6% storm water (Pollution) Management fee included.

EDCO

WASTE & RECYCLING SERVICES

ATTACHMENT 2

February 26, 2008

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

Dear Mr. Levien,

For several years, EDCO has proudly served the citizens and businesses in Imperial Beach with waste collection and recycling services. During that time our organization has been dedicated to providing the highest level of service while operating in a safe and professional manner.

As you are aware, our Refuse Removal and Recycling Agreement with the City of Imperial Beach provides for an annual adjustment. Any changes in the rate structure must be based on the Producer Price Index (PPI) and any fluctuation in disposal tipping fees. As approved in recent negotiations, the method to be used to determine the PPI uses the percentage change of that figure for the twelve months ended December 31, 2006 compared to the twelve months ended December 31, 2007. Under this method a 3.9% adjustment would be reflected in the service component of the rate structure along with a disposal component increase of 7.12%. Collectively these adjustments equal a 4.6% increase proposed in the overall rate structure to be effective July 1, 2008.

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

Sincerely,



John Snyder
Vice President, EDCO

"We'll Take Care of It"

6670 Federal Boulevard • Lemon Grove, California 91945
(619) 287-7555 • Fax: (619) 287-5242 • www.edcodisposal.com • Printed on Recycled Paper

Single Family Residential Rates

Step One: Deduct franchise fees from gross rate revenue

Revenue Component (including Franchise Fees)	Annual Amount	Percent of Gross Revenue Including Franchise Fees
Actual Gross Single Family Rate Revenue (no storm water)	\$ 1,129,084	100.0%
Actual Single Family Franchise Fees	\$ 112,908	10.0%
Actual Single Family Rate Revenue Net of Franchise Fees	\$ 1,016,176	90.0%

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

Revenue Component (net of Franchise Fees)	Annual Amount	Percent of Gross Revenue Net of Franchise Fees
Actual Single Family Rate Revenue Net of Franchise Fees	\$ 1,016,176	100.0%
Less: Actual Single Family Refuse Disposal Expense	\$ 220,354	21.7%
Actual Single Family Service Revenue	\$ 795,822	78.3%

Step Three: Calculate percentage change in adjustment factors

Adjustment Factor	Old	New	Percent Change
Disposal Tipping Fee per Ton	\$ 42.61	\$ 45.63	7.09%
Producer Price Index	160.4	166.6	3.89%

Step Four: Calculate weighted percentage change in single family rates

Components of Actual Revenue	Component Weight	Percent Change	Weighted Rate Adjustment
Refuse Disposal	21.7%	7.1%	1.5%
Service	78.3%	3.9%	3.0%
Total	100.0%	N/A	4.6%

Step Five: Apply weighted percentage change to single family rates

Service	Current Monthly Rate	Weighted Rate Adjustment	Adjusted Monthly Rate
35 gallon cart	\$ 16.79	4.6%	\$ 17.56
64 gallon cart	\$ 17.30	4.6%	\$ 18.10
90 gallon cart	\$ 17.90	4.6%	\$ 18.72
Additional 64 gallon refuse cart	\$ 4.21	4.6%	\$ 4.40
Additional 90 gallon refuse cart	\$ 4.49	4.6%	\$ 4.70

Commercial and MFR Bin Rates

Step One: Deduct franchise fees from gross rate revenue

Revenue Component (including Franchise Fees)	Annual Amount	Percent of Gross Revenue Including Franchise Fees
Actual Gross Commercial and MFR Rate Revenue	\$ 1,131,294	100.0%
Actual Commercial and MFR Franchise Fees	\$ 113,129	10.0%
Actual Commercial MFR Rate Revenue Net of Franchise Fees	\$ 1,018,165	90.0%

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

Revenue Component (net of Franchise Fees)	Annual Amount	Percent of Gross Revenue Net of Franchise Fees
Actual Commercial and MFR Rate Revenue Net of Franchise Fees	\$ 1,018,165	100.0%
Less: Actual Commercial and MFR Refuse Disposal Expense	\$ 307,657	30.2%
Actual Commercial and MFR Service Revenue	\$ 710,508	69.8%

Step Three: Calculate percentage change in adjustment factors

Adjustment Factor	Old	New	Percent Change
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Disposal Tipping Fee per Ton	\$	42.61	\$	45.63	7.09%
Producer Price Index		160.35		166.59	3.89%

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

Components of Actual Revenue	Component Weight	Percent Change	Weighted Rate Adjustment
Refuse Disposal	30.2%	7.09%	2.14%
Service	69.8%	3.89%	2.72%
Total	100.0%	N/A	4.86%

Step Five: Apply weighted percentage change to commercial and MFR rates

Service	Current Monthly Rate	Weighted Rate Adjustment	Adjusted Monthly Rate
1 ea 3 yard bin once per week	\$ 95.61	4.9%	\$ 100.25
1 ea 3 yard bin twice per week	\$ 174.51	4.9%	\$ 182.99
1 ea 3 yard bin three times per week	\$ 253.41	4.9%	\$ 265.72
1 ea 3 yard bin four times per week	\$ 332.33	4.9%	\$ 348.47
1 ea 3 yard bin five times per week	\$ 411.23	4.9%	\$ 431.21
1 ea 3 yard bin six times per week	\$ 490.14	4.9%	\$ 513.95

Rolloff Rates

Step One: Calculate percentage change in Producer Price Index

Adjustment Factor	Old	New	Percent Change
Producer Price Index	160.35	166.59	3.89%

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

Service	Current Rate	Rate Adjustment	Adjusted Rate
Standard rolloff charge per load	\$ 146.49	3.9%	\$ 152.19
Compactor charge per load	\$ 219.74	3.9%	\$ 228.29
Delivery or relocation charge	\$ 41.95	3.9%	\$ 43.58
Charge per ton for each ton over weight limit	\$ 47.40	7.1%	\$ 50.77

*The City Of
Imperial
Beach*

PUBLIC WORKS

825 IMPERIAL BEACH BOULEVARD • IMPERIAL BEACH, CALIFORNIA 91932



**City of Imperial Beach
Notice of Public Hearing to Consider
Proposed Refuse Rate Increase**

If you are the owner of this property but have a tenant who is responsible for the refuse collection bill related to this property, please forward this notice to the tenant.

NOTICE IS HEREBY GIVEN that the City Council of the City of Imperial Beach will hold a Public Hearing at a regular meeting of the City Council of the City of Imperial Beach on May 21, 2008, at 6:00 p.m., or as soon as possible thereafter as the matter can be heard in the Council Chamber of the Civic Center, 825 Imperial Beach Boulevard, Imperial Beach, California, for the purpose of increasing rates for refuse services. At the public hearing, the City Council will consider objections and protests to the proposed charges either delivered to Attn: City Clerk, City of Imperial Beach, 825 Imperial Beach Boulevard, Imperial Beach, California 91932, by 12:01 p.m., May 21, 2008, or filed with the City Clerk prior to the conclusion of the public hearing.

The City Council will consider proposed changes to the maximum allowable Integrated Solid Waste Management Services fees charged by EDCO Disposal Corp. for Calendar Year 2008. Adjustment of the refuse rate is being proposed due to the increased costs of providing refuse collection and recycling services to the residential and business communities. The amount of your refuse bill is determined by the quantity and size of your refuse containers and the frequency of collection.

In addition, the City Council will consider maintaining the City's current Storm Water (Pollution) Management Fee at the current rate of 28.6% of the Solid Waste Management Services Fee. This adjustment is reflected below in the Total Combined Rate. This Storm Water (Pollution) Management Services Fee would be applicable to all residential and commercial solid waste accounts serviced by EDCO.

Additional information pertaining to this matter may be obtained from the Public Works Department, 495 10th Street, Imperial Beach, California 91932.

	CURRENT MAX. MONTHLY SERVICE RATE	REQUESTED MAX. MONTHLY SERVICE RATE	TOTAL COMBINED RATE
SINGLE-FAMILY RESIDENTIAL ACCOUNTS			
35-gallon cart	\$ 16.79	\$ 17.59	\$22.62
64-gallon cart	\$ 17.30	\$ 18.13	\$23.32
90-gallon cart	\$ 17.90	\$ 18.75	\$24.11
Additional 64-gallon cart	\$ 4.21	\$ 4.43	\$5.70
Additional 90-gallon cart	\$ 4.49	\$ 4.73	\$6.08
MULTI-FAMILY RESIDENTIAL & COMMERCIAL			
3-yard bin once per week	\$ 95.61	\$ 100.28	\$128.96
3-yard bin twice per week	\$ 174.51	\$ 183.02	\$235.36
3-yard bin three times per week	\$ 253.41	\$ 265.75	\$341.75
3-yard bin four times per week	\$ 332.33	\$ 348.50	\$448.17
3-yard bin five times per week	\$ 411.23	\$ 431.24	\$554.57
3-yard bin six times per week	\$ 490.14	\$ 513.98	\$660.98
ROLL-OFFS			
Standard roll-off charge per load	\$ 146.49	\$ 152.19	\$195.72
Compactor charge per load	\$ 219.74	\$ 228.29	\$293.58
Delivery or relocation charge	\$ 41.95	\$ 43.58	\$56.04
Charge per ton over weight limit	\$ 47.40	\$ 50.77	\$65.29



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: May 21, 2008
ORIGINATING DEPT.: PUBLIC WORKS *HAL*
SUBJECT: PUBLIC HEARING RELATING TO THE LEVY OF ANNUAL ASSESSMENTS FOR ASSESSMENT DISTRICT NO. 67M

BACKGROUND:

At the regular scheduled meeting on April 23, 2008, City Council approved and adopted Resolution 2008-6619, declaring its intention to provide for an annual levy and collection of assessments in a Special Assessment District, and set a time and place for a public hearing thereon.

A public hearing was noticed May 8, 2008, in the Imperial Beach Eagle & Times for May 21, 2008, at the hour of 6:00 p.m. in the Council Chambers, City Hall, Imperial Beach, California to hear protests or objections in reference to the annual levy of assessments and to any other matters contained in the resolution of intention.

DISCUSSION:

The City Council of the City of Imperial Beach has previously formed a special assessment district pursuant to the "Landscape and Lighting Act of 1972", known as Assessment District No. 67-M, for the purpose of installing and maintaining upgraded street lighting on Highway 75 within the City of Imperial Beach.

Lighting improvements have been previously funded and no further improvements are planned. The annual levy of assessments being considered by City Council is for the cost of maintenance and operation of the previously funded lighting improvements; generally to consist of energy costs, lamp maintenance, and replacements of light standards as required plus Sempra Utilities ownership costs. The assessment recommended is unchanged from previous year's assessments.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

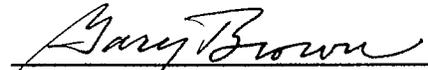
The total AD 67-M budget is \$30,000 per the Engineer's Report. The City General Fund will contribute \$17,959 towards the annual maintenance costs. The balance of \$12,041 will be provided through the annual assessment.

DEPARTMENT RECOMMENDATION:

1. Open the Public Hearing.
2. Receive public comment / protests.
3. If Council wishes to proceed, close the public hearing.
4. Approve and adopt the attached resolution.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6631
2. Engineer's Report

Return to Agenda

RESOLUTION NO. 2008-6631

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE LEVY OF THE ANNUAL ASSESSMENT IN A SPECIAL MAINTENANCE DISTRICT (AD 67M)

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

WHEREAS, the City Council of the City of Imperial Beach, California, has initiated proceedings for the levy of the annual assessment in a special maintenance district created pursuant to the terms of the "Landscape and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highway Code of the State of California (the "Act"), in a special maintenance district known and designated as ASSESSMENT DISTRICT NO. 67M (hereinafter referred to as the "District"); and

WHEREAS, at this time all notice and public hearing requirements have been met relating to the levy of the annual assessments and this City Council is now satisfied with the assessment and diagram and all other matters as contained in the Engineer's "Report" as now submitted for final consideration and approval.

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

RECITALS

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

PROTESTS

SECTION 2. That all protests and objections of every kind and nature have been considered, and the same hereby are, overruled and denied.

CONFIRMATION

SECTION 3. That the final assessment and diagram for the proceedings, as contained in the Engineer's "Report", is hereby approved and confirmed.

SECTION 4. That the public interest and convenience requires, and this legislative body does hereby order the maintenance work to be made and performed as said maintenance work is set forth in the Engineer's "Report" and as previously declared and set for the in the Resolution of Intention.

SECTION 5. That the assessments contained in said "Report" for the next fiscal year are hereby confirmed and levied upon the respective lots or parcels of land in the District in the amounts as set forth in the said final "Report." It is hereby further determined that all assessments have been apportioned properly in accordance with the benefits that each parcel received from the proposed maintenance works of improvement.

FILING AND RECORDING

SECTION 6. That the above referenced diagram and assessment shall be filed in the Office of the City Clerk, with a certified copy to be filed in the Office of the City Engineer. Said diagram and assessment, and the certified copy thereof, shall be open for public inspection.

SECTION 7. That the City Clerk is hereby ordered and directed to immediately file a certified copy of the diagram assessment with the County Auditor. Said filing to be made no later than the 3rd Monday in August.

ENTRY UPON THE ASSESSMENT ROLL

SECTION 8. That after the filing of the diagram and assessment, the County auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount assessed thereupon, as shown in the assessment.

SECTION 9. The assessments shall be collected at the same time and in the same manner as County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply the collection and enforcement of the assessments.

FISCAL YEAR

SECTION 10. That the assessments as above authorized and levied for these proceedings will provide revenue and relate to the fiscal year commencing July 1, 2008 and ending June 30, 2009.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21ST day of May 2008, by the following roll call vote:

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

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 an exact copy of Resolution No. 2008-6631 – A Resolution of the City Council of the City of Imperial Beach, California, Confirming the Diagram and Assessment and Providing for the Levy of the Annual Assessment in a Special Maintenance District (AD 67M).

CITY CLERK

DATE

AGENCY: CITY OF IMPERIAL BEACH

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

TO: CITY COUNCIL

REPORT
"LANDSCAPING & LIGHTING ACT OF 1972"

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

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

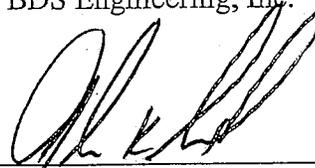
- PART I. PLANS AND SPECIFICATIONS:** The plans and specifications describe the general nature, location and extent of the improvements to be maintained during the next fiscal year, and said plans and specifications, as applicable, indicate the classes and types of improvement for each zone within the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

omitted and are exempt from any assessment under these proceedings.

This "Report" is applicable for the maintenance of improvements within the District for the fiscal year commencing July 1, 2008 and ending June 30, 2009.

DATED: April 14, 2008

BDS Engineering, Inc.



ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

April 14, 2008

PART I

PLANS AND SPECIFICATIONS

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

IMPROVEMENTS

There are no improvements to be installed under these proceedings.

MAINTENANCE

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

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

PART II

ESTIMATE OF COSTS

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

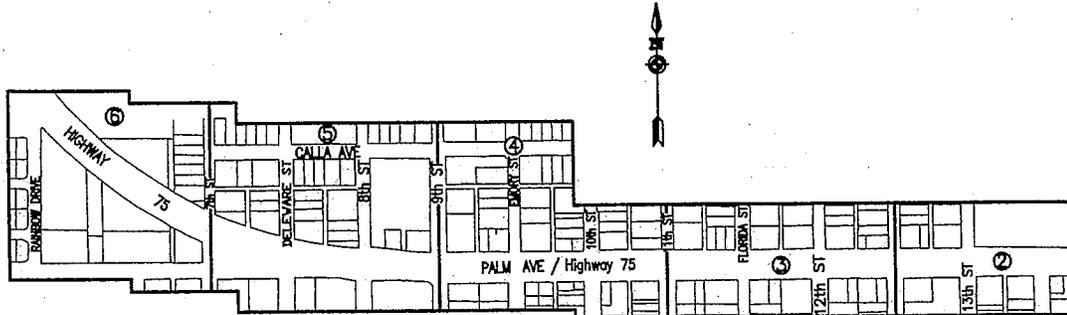
I. <u>IMPROVEMENTS</u>	<u>AS PRELIMI- NARILY APPROVED</u>	<u>AS CONFIRMED</u>
Estimated Cost of Improvements:	\$ <u>0.00</u>	\$ <u>0.00</u>
Estimated Incidental Costs and Expenses:	\$ <u>0.00</u>	\$ <u>0.00</u>
Estimated Total Cost:	\$ <u>0.00</u>	\$ <u>0.00</u>
Estimated Contributions:	\$ <u>0.00</u>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

PART III

ASSESSMENT DIAGRAM

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

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



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

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

CITY CLERK OF IMPERIAL BEACH

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

SUPERINTENDENT OF STREETS
CITY OF IMPERIAL BEACH

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

CITY CLERK, CITY OF IMPERIAL BEACH

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

COUNTY RECORDER OF COUNTY OF SAN DIEGO

ENGINEER OF WORK:
B D S ENGINEERING
CIVIL ENGINEERING
LAND SURVEYING

6859 Federal Boulevard
Lemon Grove, California 91945
(619) 582-3821
DWG FILE D:\PROJECTS\9213\REV1.DWG

GORDON K AXELSON R.C.E. 43786

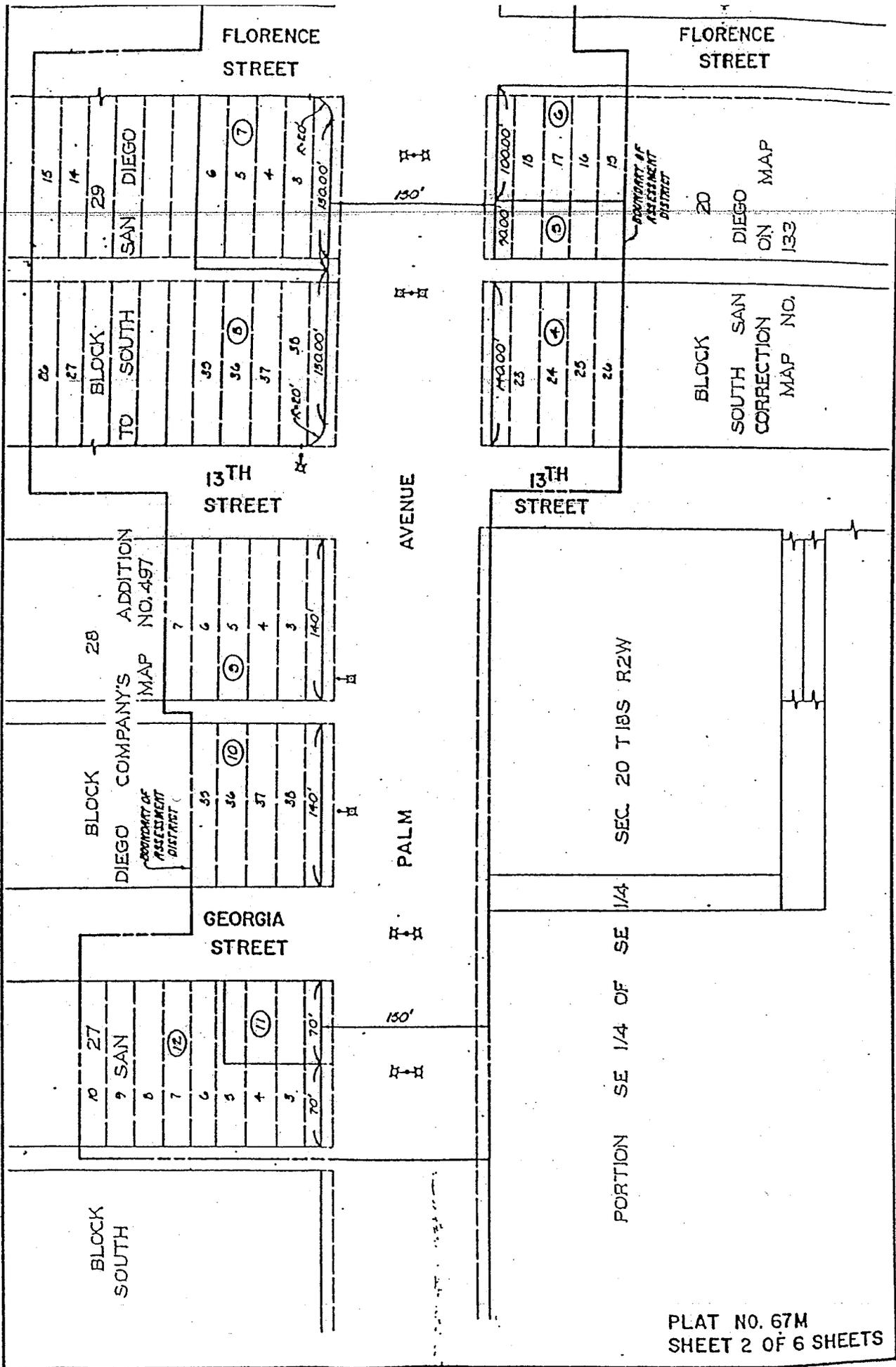
4/14/08

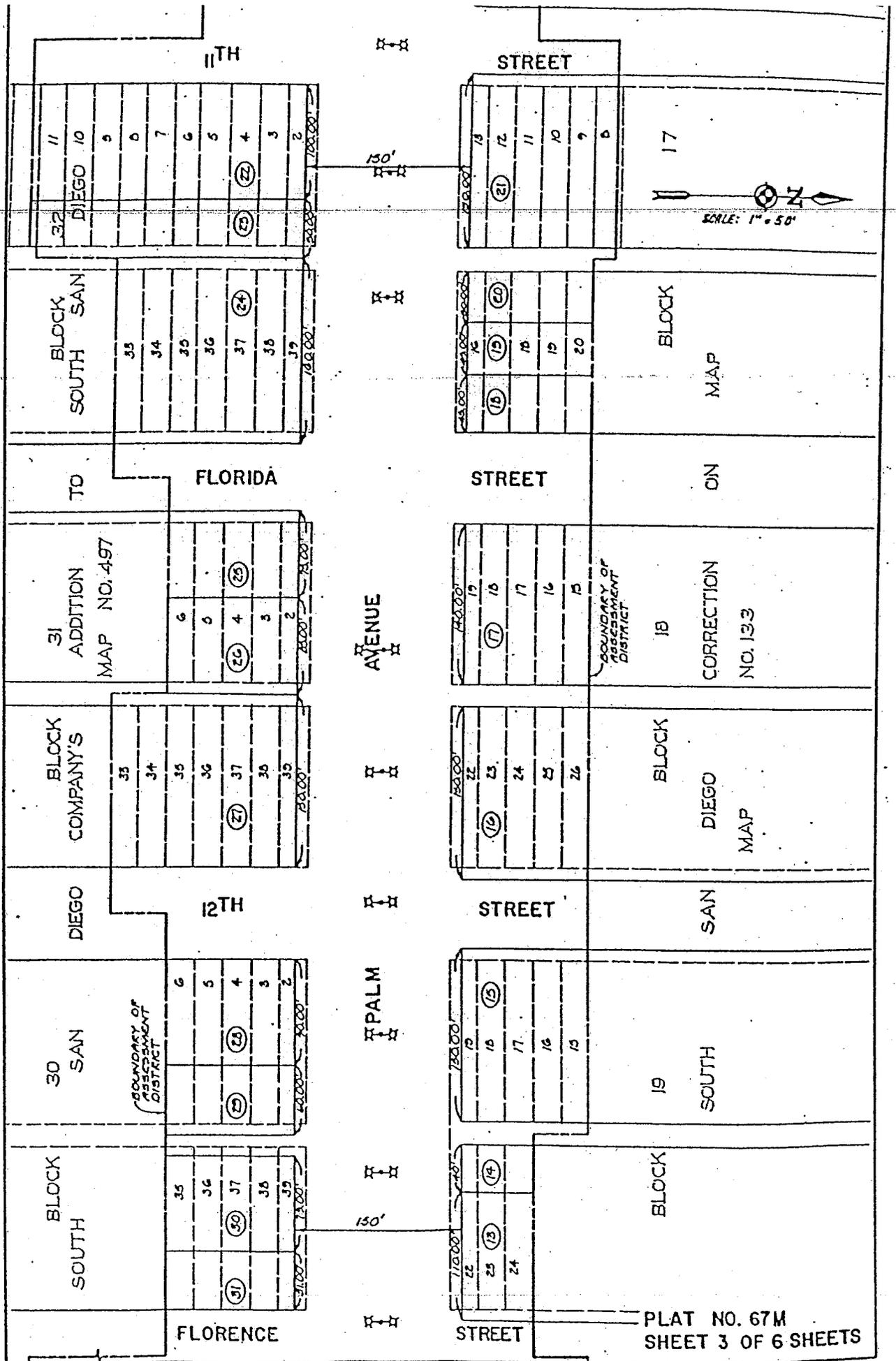
DATE

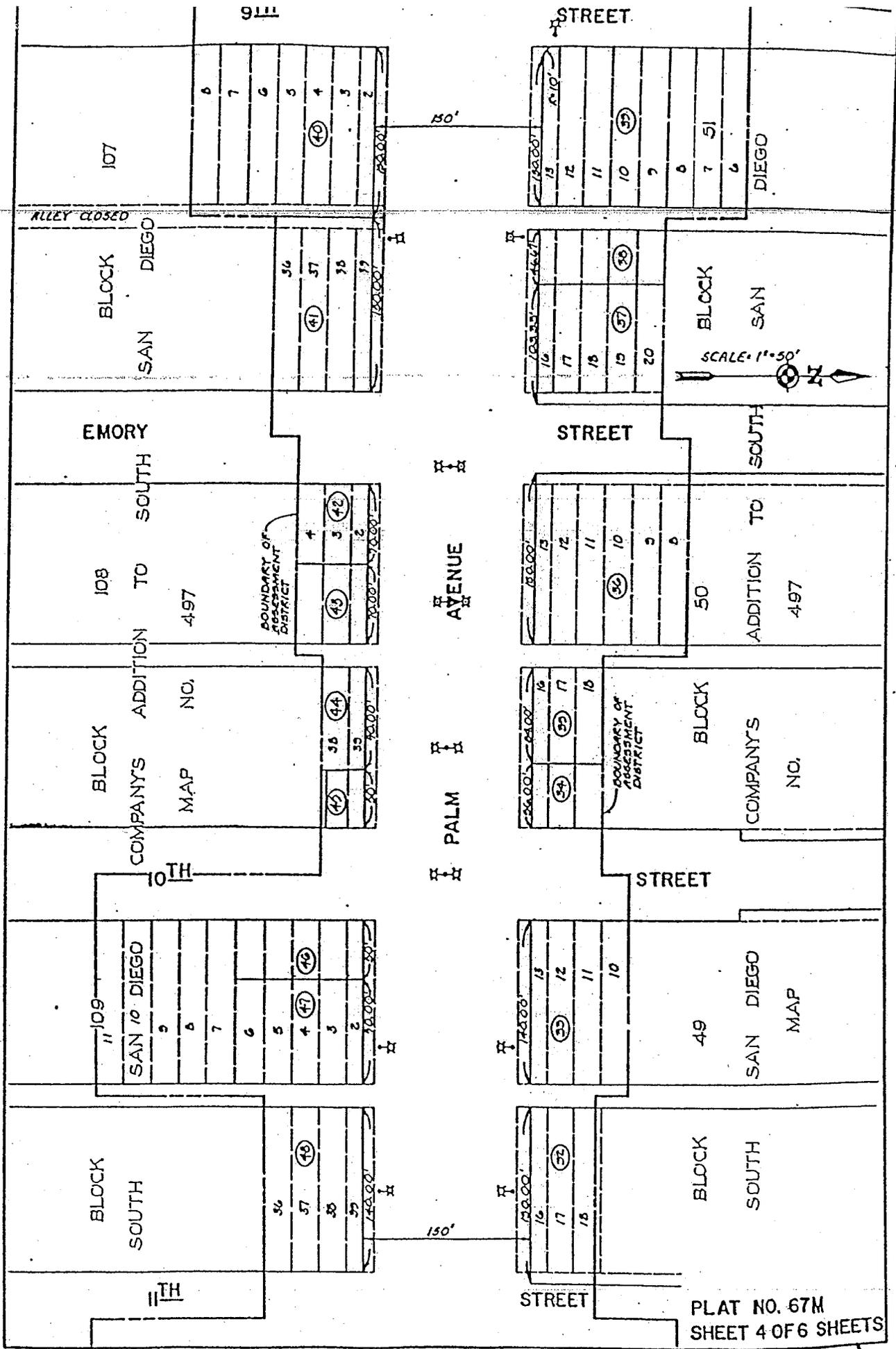
92-13
JOB NO.

PLAT NO.67M

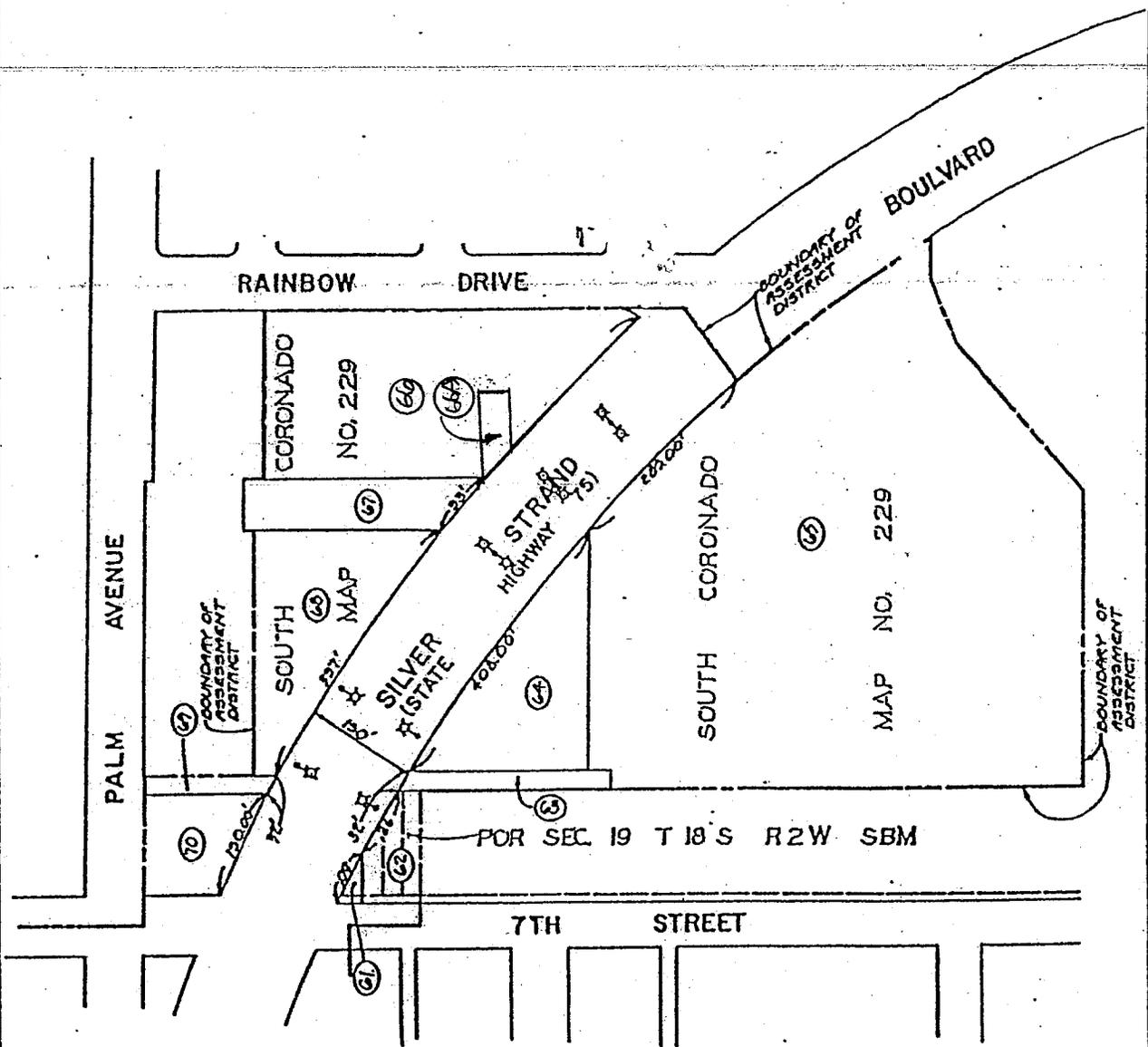
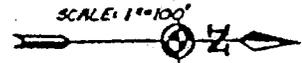
SHEET 1 OF 6 SHEETS







PLAT NO. 67M
SHEET 4 OF 6 SHEETS



PLAT NO. 67M
SHEET 6 OF 6 SHEETS

PART IV

ASSESSMENT SCHEDULE

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

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

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

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

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

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

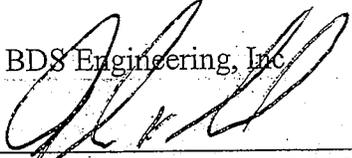
* * *

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

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

DATED: April 14, 2008

BDS Engineering, Inc


ASSESSMENT ENGINEER
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

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

CITY CLERK
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

SUPERINTENDENT OF STREETS
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" was made on the ____ day of _____, 2008 by adoption of Resolution No. _____ by the City Council.

CITY CLERK
CITY OF IMPERIAL BEACH
STATE OF CALIFORNIA

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

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

ASSESSMENT
NUMBER

ASSESSORS
TAX PARCEL

I.
AMOUNT OF
ASSESSMENT

II.
ASSESSMENT
AS MODIFIED

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



**STAFF REPORT
CITY OF IMPERIAL BEACH**

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

MEETING DATE: MAY 21, 2008
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT
 GREG WADE, DIRECTOR
 DAVID GARCIAS, CODE COMPLIANCE OFFICER

SUBJECT: 762 9th STREET – ABATEMENT COSTS REPORT

BACKGROUND:

On August 1, 2007, the City Council voted and approved directing staff to seek legal action compelling the property owner to clean up the property at 762 9th Street.

DISCUSSION:

On April 9, 2008, staff executed an abatement warrant at 762 9th Street, Imperial Beach, CA, to abate violations of the Imperial Beach Municipal Code.

On May 13, 2008, staff posted a copy of the cost report for five days upon the abated premises at 762 9th Street, together with a notice of the time when the report will be heard by the City Council for confirmation. A copy of the cost report was also mailed via regular and certified mail.

By the time of the May 21, 2008 City Council Meeting staff may have additional items to discuss.

FISCAL ANALYSIS:

IBMC 1.16.190.A. *If the City or its contractor abates a nuisance, the City Manager, or the City Manager's designee, must keep an account of the cost (including incidental expenses) of abating the nuisance on each separate lot or parcel where the work is done. The City Manager must submit an itemized report in writing to the City Council, showing the cost of abating, rehabilitating, demolishing, or repairing the premises, including any salvage value.*

Abatement Costs

1. Clean Harbors	\$ 191.00
2. 1-800-GOT-JUNK	\$ 7,154.00
3. Sevels Towing	n/a
4. Acacia Landscaping Co. Inc	\$ 300.00
5. EDCO	+ \$ 295.12 * (See box below for EDCO breakdown)
	\$ 7,940.12

- **EDCO** supplied two 40 cu. yard bins to the property between May 21, 2007 and June 14, 2007. The property owner was responsible for disposing of the junk, trash, and debris from the property and placing the items in the dumpster.

<u>EDCO Charges:</u>	
1. Owner Payment	(Credit) - \$180.00
2. Delivery & Removal charges:	\$188.44
3. First Container Dump charges:	\$109.85 (Weight:2.610 tons of waste)
4. Container Movement charges:	\$146.95
5. <u>Second Container Dump charges:</u>	<u>\$ 29.88 (Weight:0.710 tons of waste)</u>
Total Owed:	\$295.12

- **Clean Harbors** disposed of the hazardous waste that staff had removed from the property.
- **Sevels Towing** removed three inoperable vehicles. The vehicles were verified to be inoperable then they were removed, and destroyed. Costs for the abatement of three inoperable vehicles will be reimbursed through the Abandon Vehicle Abatement Program.

- 1) 1969 Volkswagen, California License #2ZYX653
- 2) 1985 Dodge, California License #4XHH304
- 3) 1983 Ford, California License #4SQC117

- **Acacia Landscaping Co., Inc.** removed all the dead, overgrown, and unsightly vegetation from the property.
- **1-800-GOT-JUNK** The junk, trash and debris contractor removed 12-full truck loads of junk, trash, and debris from the yards. Half a truck load was filled with cinder blocks & bricks, a quarter truck load was filled with E-waste (TV's and Computers), and there were twenty-two (22) tires removed from the property, to be recycled. Some of the assorted junk, trash, and debris comprised of the following items:

Furniture	Boxes	Metal fencing/ iron
Cribs	Toilets	Vacuum's
Car batteries	Pots & pans	Beds & mattresses
Patio doors	Lumber	Pool tables
Boogie boards	Snow boards	Crutches & Walkers
Tires	Plastic containers	Lawn cutting machines
Luggage	Truck bed liners	Appliances
Sinks	Televisions	Computers & Monitors
Tools	Chairs	Carpets
Bedding/Blankets	Pillows	Floor mats
Paint cans	Strollers	Shopping carts
Cups & Bowls	Glassware	Stuffed Animals
Electronic Equipment	Radios	Stereos
Banners	Signs	Goodwill containers
Poles	Dog House	Tarps
Car parts	Clothing	Blocks & Bricks
Propane Tanks	Oil Cans	Freon Cans
Children's Toys	Window Screens	Wood Doors
Milk Crates	Pet carriers	Lamps
Bikes & Bike parts	Gas cans	Wood pallets
Musical Instruments	Water jugs	Hoses
Ice Chests	Barbecue Grills	Medical equipment
Bed frames	Work benches	Household items

IBMC 1.16.010.E. Because Council policy requires full cost recovery, the term "incidental expenses," as used in this chapter, includes but is not limited to the actual expenses and costs of the City in preparing notices, specifications, and contracts, in inspecting the work, and in printing and mailing the required items. The term also includes all legal costs where applicable.

<u>Incidental Expenses</u>	<u>Qty.</u>	<u>Rate per hr</u>	<u>Total</u>
1. Sheriff's Deputy:	2 hrs	64.00	\$ 128.00
2. Environmental Specialist:	3.5 hrs	82.60	\$ 289.10
3. Code Compliance Officer (P/T):	8 hrs	70.25	\$ 562.00
4. Code Compliance Officer:	13 hrs	87.00	\$ 1,131.00
5. <u>Legal Costs:</u>	29.5 hrs	144.50	\$ 4,262.75
			\$ 6,372.85

<u>Total Abatement Charges</u>		
Abatement Costs		\$ 7,940.12
<u>Incidental Charges</u>	+	6,372.85
		\$ 14,312.97

DEPARTMENT RECOMMENDATION:

Staff recommends adoption of Resolution #2008-6636, assessing Seven Thousand Nine Hundred Forty dollars and twelve cents (\$7,940.12) in abatement costs.

Additionally, the City Council has the authority to assess Six Thousand Three Hundred Seventy-Two dollars and eighty-five cents (\$6,372.85) in incidental expenses. Staff recommends that the Council consider assessing these costs as they were incurred by the City.

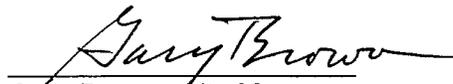
The above amounts combined, total **\$14,312.97**, and would need to be remitted to the City within 30 days of adoption of this Resolution and would constitute an assessment against the respective lot or parcel of land to which it relates, and upon recordation in the office of the county recorder of notice of lien, shall be collected at the same time and in the same manner as ordinary municipal taxes, and would be subject to the same penalties and the same procedures and sale in case of delinquency as provided for ordinary municipal taxes.

Staff Recommends the Mayor and City Council:

1. Receive the report.
2. Entertain any objections or protests.
3. Consider a motion to adopt resolution #2008-6636 assessing Seven Thousand Nine Hundred Forty dollars and twelve cents (\$7,940.12) in abatement costs, and Six Thousand Three Hundred Seventy-Two dollars and eighty-five cents (\$6,372.85) in incidental expenses. The total amount of **\$14,312.97** shall be remitted to the City within 30 days of adoption of this Resolution and would constitute an assessment against the respective lot or parcel of land to which it relates.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.


 Gary Brown, City Manager

- Attachments: 1. Resolution #2008-6636
 2. Abatement Costs Report – 762 9th Street (Exhibit A)

RESOLUTION NO. 2008-6636

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND CONFIRMING ABATEMENT COSTS FOR THE ABATEMENT OF PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 762 9TH STREET IS APPROPRIATE AND ASSESSING COSTS OF ABATEMENT.

WHEREAS, on August 1, 2007, the City Council voted and approved directing staff to seek legal action compelling the property owner to clean up the property at 762 9th Street; and

WHEREAS, on April 9, 2008, staff executed an abatement warrant at 762 9th Street, Imperial Beach, CA, to abate violations of the Imperial Beach Municipal Code; and

WHEREAS, on May 13, 2008, staff posted a copy of the cost report for five days upon the abated premises at 762 9th Street, together with a notice of the time when the report will be heard by the City Council for confirmation. A copy of the cost report was also mailed via regular and certified mail; and

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 Seven Thousand Nine Hundred Forty dollars and twelve cents (\$7,940.12) in abatement costs and the Six Thousand Three Hundred Seventy-Two dollars and eighty-five cents (\$6,372.85) in incidental expenses are hereby assessed. The total amount of **\$14,312.97** 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 21st day of May 2008, by the following roll call vote:

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

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. 2008-6636 – A Resolution of the City Council of the City of Imperial Beach, California, finding and confirming abatement costs for the abatement of Public Nuisance condition(s), regarding the property at 762 9th Street is appropriate and assessing costs of abatement..

CITY CLERK

DATE

ABATEMENT COSTS REPORT – 762 9TH STREET ATTACHMENT 2

IBMC 1.16.190.A. If the City or its contractor abates a nuisance, the City Manager, or the City Manager’s designee, must keep an account of the cost (including incidental expenses) of abating the nuisance on each separate lot or parcel where the work is done. The City Manager must submit an itemized report in writing to the City Council, showing the cost of abating, rehabilitating, demolishing, or repairing the premises, including any salvage value.

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<u>Incidental Expenses</u>	<u>Qty.</u>	<u>Rate per hr</u>	<u>Total</u>
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5. <u>Legal Costs:</u>	<u>29.5 hrs</u>	<u>144.50</u>	<u>\$ 4,262.75</u>
			\$ 6,372.85

<u>Total Abatement Charges</u>	
Abatement Costs	\$ 7,940.12
<u>Incidental Charges</u>	+ 6,372.85
\$ 14,312.97	

The City of Imperial Beach City Council will consider this matter at its hearing on **May 21, 2008**, 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.



AGENDA ITEM NO. 6.2

**STAFF REPORT
IMPERIAL BEACH REDEVELOPMENT AGENCY**

TO: CHAIR AND MEMBERS OF THE REDEVELOPMENT AGENCY

FROM: GARY BROWN, EXECUTIVE DIRECTOR

MEETING DATE: MAY 21, 2008

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

SUBJECT: RELOCATION PLAN FOR 624 12TH STREET ACQUISITION AND REHABILITATION PROJECT (BEACHWIND COURT) FOR AFFORDABLE HOUSING

BACKGROUND

On March 5, 2008, the Imperial Beach Redevelopment Agency ("Agency") authorized staff to issue a Commitment Letter to the Chelsea Investment Corporation ("Chelsea") for a proposed project to acquire and rehabilitate an apartment building at 624 12th Street in Imperial Beach for Low-Income rental housing ("Project"). The proposed project would be reserved for households that earn less than 50% and 60% of Area Median Income ("AMI").

Chelsea contracted with Overland Pacific & Cutler, Inc. ("Consultant") to determine household eligibility and prepare a Relocation Plan ("Plan") (Attachment 1) for the households that exceeded the AMI levels and would be displaced by the Project. It is anticipated that nine households out of the existing 14 households will not qualify to remain at the proposed project and will be displaced as a result of the Project. The nine relocated households will receive assistance as described in the attached relocation plan. Chelsea anticipates that during the rehabilitation of the units, the qualifying households will be relocated within the Project, as units become available.

Generally, the relocation assistance will include:

1. Advisory Assistance;
2. Monetary Relocation Benefits; and
3. Last Resort Housing Payments.

The proposed relocation of non-qualifying households is tentatively scheduled to start in July 2008 and be finished by December 2008. However, the start date is subject to change. The start date depends on the approval of the Agency's loan agreement and Chelsea securing other financial commitments. Therefore, relocation would not occur until the Agency's agreement and other financial commitments are in place. A representative from the Consultant will attend the May 21st meeting and will be available to answer any questions regarding the methods of relocation and the monetary benefits of those displaced.

DISCUSSION

The general purpose of the Plan is to describe the circumstances of potential displacement of tenants, the availability of replacement housing and a description of Chelsea's program to provide required advisory and financial assistance to the tenants. The Plan assesses the relocation needs of the tenants subject to displacement as well as the available and comparable replacement housing units in proximity to the Project. The Plan also explains the relocation benefits and the type of assistance to be provided to the tenants that are displaced. The discussion of these benefits begins on Page 12 of the Plan.

Staff and the Agency's Legal Counsel reviewed the proposed Plan and found that it meets the requirements of the Uniform Relocation and Real Property Acquisition Policies and Title 25 of the Housing and Community Development Code (California Code of Regulations).

The preparation and approval of the Plan fulfills an administrative requirement for the project but does not, by itself, constitute a commitment to proceed with the Project. The proposed Project will not proceed without a loan agreement from the Agency. Without a loan agreement from the City, the relocation of tenants will not occur.

Staff expects to present a draft Affordable Housing Loan Agreement to the Agency for your review at the June 18, 2008 Agency meeting.

ENVIRONMENTAL IMPACT

The review and approval of a relocation plan is not a "project" as defined by the California Environmental Quality Act (CEQA).

FISCAL IMPACT

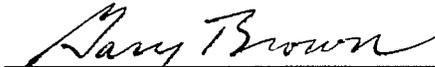
The development of a Relocation Plan was the responsibility of Chelsea. The Agency did not incur any costs, except for staff and attorney review.

DEPARTMENT RECOMMENDATIONS

Staff recommends that the Agency adopt Resolution No. R-08-148 approving the Relocation Plan for the Beachwind Court Acquisition and Rehabilitation Project.

EXECUTIVE DIRECTOR'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, Executive Director

ATTACHMENTS

1. Relocation Plan
2. Resolution R-08-148



RELOCATION PLAN

12th Street Apartments Imperial Beach, California

Prepared for

By

Overland, Pacific & Cutler, Inc.
3170 Fourth Avenue, Suite 200
San Diego, CA 92103
(619) 688-7980

March, 2008

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INTRODUCTION

Chelsea Investment Corporation (the Developer) is proposing to purchase and rehabilitate an apartment building located at 624 12th Street, Imperial Beach, CA (the Project) into an affordable housing project. The Developer has over a 15-year history as a developer and/or financier of affordable housing units in urban and rural communities across San Diego County and surrounding counties. They have developed and/or financed over 5,100 affordable housing units. As a leader in San Diego's development of affordable multi-family communities, the Developer builds new complexes to alleviate the housing need in San Diego County as well as acquiring and preserving older buildings to revitalize neighborhoods.

The proposed Project will be the acquisition and rehabilitation of a 15-unit apartment complex, currently consisting of 14 two-bedroom units and one five-bedroom unit in two two-story buildings located on an approximate .32 acre site. The completed Project will provide 15 units of affordable housing. Funding sources for the Project consist of tax-exempt bonds, low income housing tax credits and low/moderate housing set aside funds from the City of Imperial Beach. The Project complies with all of the General Plan guidelines and zoning requirements and conforms to the adjacent land uses. There is no foreseen negative impact on the surrounding neighborhood.

It is anticipated that nine households will not qualify and will subsequently be permanently displaced as a result of the Project. In addition, the Developer anticipates rehabilitating the units and expects to complete the work without causing any temporary displacement. However, if it is necessary to temporarily displace any household during Project rehabilitation the Developer will provide assistance to those households.

Overland, Pacific & Cutler, Inc. (OPC), an experienced acquisition and relocation firm, has been selected to prepare this Relocation Plan (the Plan), and will provide all subsequently required relocation assistance. In compliance with statutory requirements, the Plan has been prepared to evaluate the present circumstances and replacement housing requirements of the current Project occupants.

The general purposes of a relocation plan are to describe the circumstances of potential displacees, the availability of replacement housing and the Developer's program to provide required advisory and financial assistance. It is important to be aware that the

preparation and approval of a relocation plan fulfills an administrative requirement but does not, by itself, constitute a commitment to proceed with the Project.

This Relocation Plan (“Plan”) was prepared by Overland, Pacific & Cutler, Inc. (OPC) a professional consulting firm specializing in public agency acquisition and relocation projects. The Plan is organized in five sections:

1. A description of the Project’s regional location and specific site settings **(SECTION I)**;
2. An assessment of the relocation needs of residential tenants subject to displacement as a result of the Project **(SECTION II)**;
3. An assessment of available, comparable replacement housing units in proximity to the Project **(SECTION III)**;
4. A description of the Developer’s relocation assistance program **(SECTION IV)**; and
5. Necessary administrative provisions **(SECTION V)**.



I – PROJECT AREA DESCRIPTION

A. The Regional Location

The proposed Project is located in the City of Imperial Beach, within the County of San Diego, approximately fifteen miles south of downtown San Diego and is adjacent to the International Border with Mexico. The Project site is easily accessible by Interstate Freeway 5. (See Figure 1: Project Regional Location)

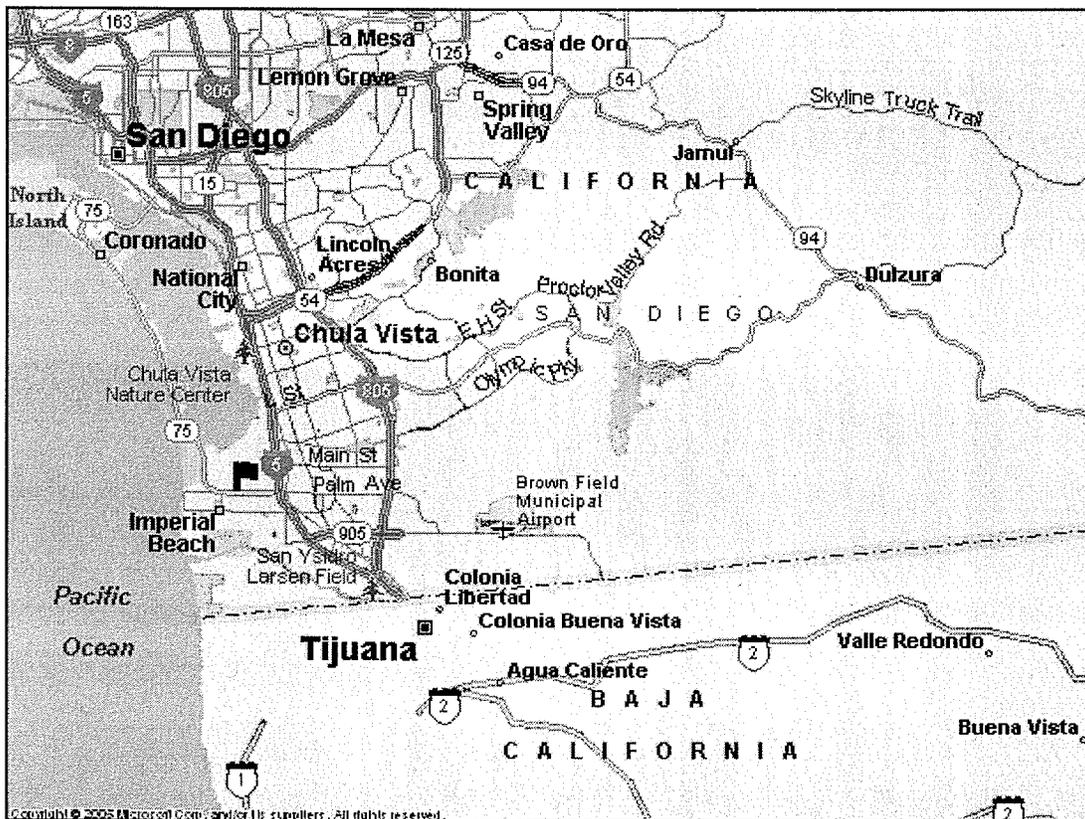


Figure 1: Project Regional Location

B. Project Site Location

The proposed 12th Street Apartments project is located at 624 12th Street, Imperial Beach, California, less than two miles from the major intersection of Palm Avenue and Interstate Freeway 5. (See Figure 2: Project Site Location)

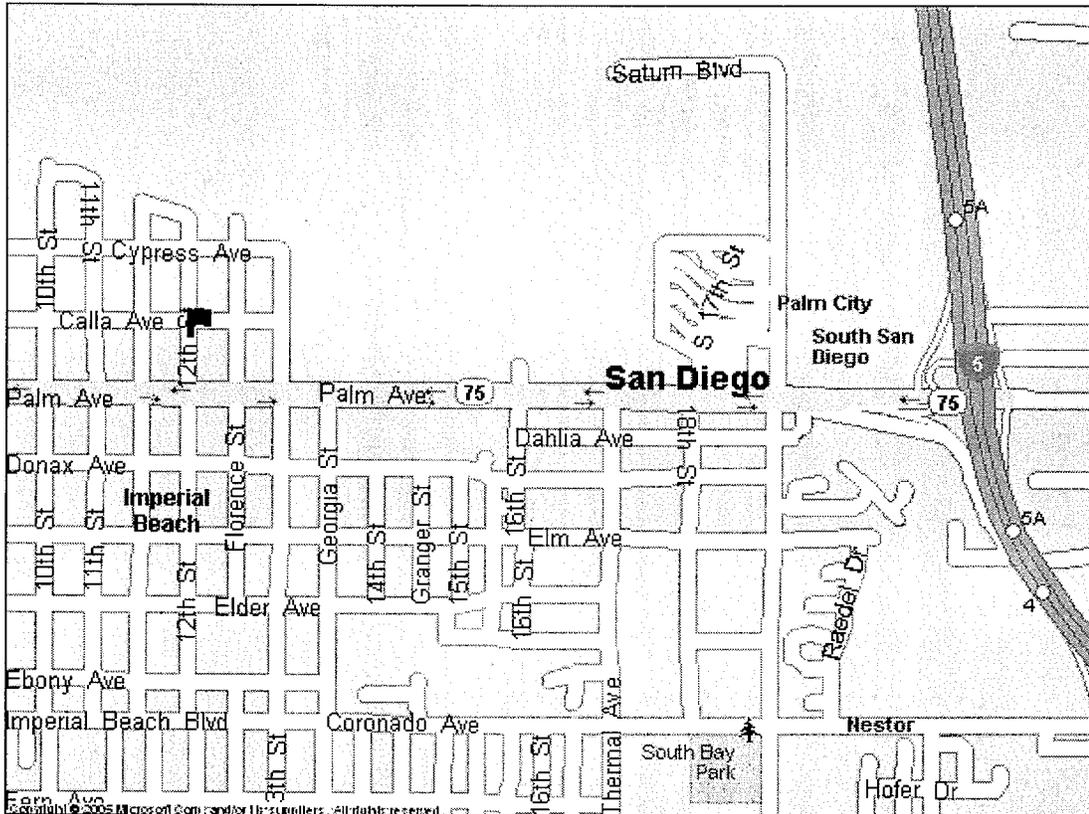


Figure 2: Project Site Location

C. General Demographic & Housing Characteristics

According to the 2000 U. S. Census, the population of the City of Imperial Beach is 26,992 and the population of Census Tract 105.02, where Project is located, is 5,537 (see **Table 1**). Corresponding Census data concerning the housing mix is shown in **Table 2**.

Population	Tract 105.02	%	City	%
Total Population	5,537	100.0%	26,992	100.0%
White	3,350	60.5%	16,805	62.3%
Black or African American	321	5.8%	1,421	5.3%
American Indian and Alaska Native	45	0.8%	298	1.1%
Asian	348	6.3%	1,767	6.5%
Native Hawaiian and Other Pacific Islander	37	0.7%	163	0.6%
Some Other Race	1,063	19.2%	4,796	17.8%
Two or More Races	373	6.7%	1,742	6.4%
Hispanic or Latino (of Any Race)	2,692	48.6%	10,818	40.1%

Type	Tract 105.02	%	City	%
Total Units	1,961	100.0%	9,739	100.0%
Owner-Occupied	295	15.0%	2,780	28.5%
Tenant-Occupied	1,558	79.5%	6,492	66.7%
Vacant Housing Units	108	5.5%	467	4.8%
Available for Sale Only (of Total Vacant Units)	4	3.7%	23	4.9%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	57	52.8%	200	42.8%
Sold or Rented – Not Occupied	3	2.8%	34	7.3%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	39	36.1%	175	37.5%
Other Vacant	5	4.6%	35	7.5%

II – ASSESMENT OF RELOCATION NEEDS

A. Survey Method

To obtain information necessary for the implementation of this Plan, tenant information was obtained through personal interviews and by information provided by the Developer. Personal interviews were conducted during the months of February and March with households at their residence and by telephone. Interviewers were successful in obtaining responses from all occupied residential households (100%). Inquiries made of the occupants included household size and composition, ages of occupants, rental and income information, length and type of occupancy, ethnicity, primary language in the home, disabilities and health problems, and preferences related to replacement housing and location.

The descriptive data in this Plan concerning residents are based solely on anecdotal responses. No attempt was made to qualify information obtained. A sample of a residential interview form is shown in the plan as **Exhibit B**.

B. Field Survey Data - Residential Occupants

Interviews were conducted and information was obtained from all households of the 15 unit property. Based on the survey data from the 15 households, six households were determined to qualify to remain in the Project and would not be displaced and the remaining nine households were identified as potential displaces who may not meet the criteria to remain in the Project after the rehabilitation. The following descriptive data in the Plan reflects the demographic composition of the nine household who may be displaced due to the Project.

1. Housing Mix & Project Rents

Project households reside in eight two-bedroom units and one five-bedroom unit. Reported Project rents range from \$875 to \$930 for the two-bedroom units and the reported rent for the five-bedroom unit was \$1,125. Generally throughout the Project area, units were observed to be in fair condition.

2. Occupancy/Overcrowding

Project population from the nine households consists of 24 individuals; 19 adults and 5 minors. The average size of households is 2.66 per dwelling unit.

The Agency applies the commonly accepted standard for housing density which allows two persons per bedroom and one person in a common living area. Based on this criterion as compared to available Project tenant data, there are no overcrowded units among Project households.

The distribution of household sizes is provided in **Table 3** below.

TABLE 3: Current Household Size Occupancies	
# of People in Household	# Households
2	3
3	6

3. Replacement Housing Needs

Replacement housing needs, as expressed in this Plan, are defined by the total number of required replacement units and the distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing survey data relative to household size with the Developer’s replacement housing occupancy standards. These standards, generally, allow for up to three persons in a one-bedroom unit, five persons in a two-bedroom unit, and seven persons in a three-bedroom unit. Any households consisting of eight or more members will require a four-bedroom replacement unit.

The Project’s replacement housing requirements are to provide comparable units to replace the tenants’ displaced dwelling. Comparable housing referrals will be provided and every reasonable attempt will be made to take into consideration individual preferences.

TABLE 4: Replacement Housing Needs		
Bedroom Size	Two	Four
# Needed	8	1



4. Income

Project income data was provided by seven of the nine identified households (one household provided incomplete income data and another households declined to provide income information, these household were assumed not to qualify to remain in the Project). According to income standards for the County of San Diego (**Exhibit A**) adjusted for family size as published by the California Tax Credit Allocation Committee, seven Project tenant households have income over the 60% maximum income level and two households did not disclose household income or provided incomplete household income. Income results are presented in **Table 5**, following.

TABLE 5: Income Levels of Tenant Households				
Income Level	50 % or lower	60 % or lower	Over 60%	Income data not provided
# Households	0	0	7	2

5. Ethnicity/Language

Ethnicity data reported from Project households are shown in **Table 6**.

TABLE 6: Ethnicity of Project Households	
Ethnicity	# Households (%)
White	4 (45%)
Black or African American	2 (22%)
American Indian	0 (0%)
Asian	0 (0%)
Hispanic	3 (33%)

All nine households were identified to have at least one household member who spoke and understood English.

6. Senior/Handicapped Households

There were no reports of any household with at least one senior individual (62 years or older) or a household with at least one member with a disability.

7. Preferred Relocation Areas

Project households expressed a preference to remain in or around the local community of Imperial Beach in order to maintain current school enrollment, access to employment, recreational resources and public transportation.

III – RELOCATION RESOURCES

A. Methodology

An extensive resource survey was conducted in February and March 2008 to determine the availability of replacement housing units utilizing the following sources:

- Classified rental listings from *The San Diego Union Tribune*, *Reader*, and *For Rent* publications
- Contacts with real estate/property management companies serving the community
- Internet sources

B. Replacement Housing Availability

1. Residential Rental Housing

Replacement housing survey data concerning available multi-family dwellings as needed are summarized in **Table 7**. The survey identified a total of 30 available two-bedroom and four-bedroom rental units in near vicinity to the Project site. There is a sufficient amount of available units currently on the market to not require the Developer to plan for any last resort housing to be built. The Developer will provide adequate funds to compensate for increased rents if required, under the Last Resort Housing provisions.

The individual figures for number of units found by bedroom size are presented in the tables alongside the number of units needed (shown in parentheses) to meet re-housing obligations. Survey data suggests a more than sufficient supply of replacement housing resources relative to the number of potential displacees.

The comparable market rent amounts shown in the table following are among the figures used to make benefit and budget projections for the Plan. These amounts are subject to change according to the market rates prevailing at the time of displacement.

TABLE 7: Availability and Cost of Multi-Family Rental Housing

Bedroom Size	Two	Four
# Found (# Needed)	25 (8)	5 (1)
Rent Range	\$850 - \$1,500	\$1,500 - \$2,200
Median Rent	\$1,025	\$1,995

C. Related Issues

1. Concurrent Residential Displacement

There are no know projects now, or planned in the immediate future that will impact negatively upon the efforts and availability of the Developer in relocating any potentially displaced households. The Developer will not require any residents to move without an available decent, safe and sanitary unit in which to relocate.

2. Temporary Housing

No need for temporary housing is anticipated, however, the Developer will provide temporary housing assistance should the need arise.

IV – THE RELOCATION PROGRAM

The Developer will provide displacees the assistance, rights and benefits required under State relocation law and the relocation guidelines. The relocation program will provide both advisory and financial assistance. Every effort will be made to facilitate relocation arrangements and minimize hardships for displacees.

A. Advisory Assistance

Advisory assistance services are intended to inform displacees about the Developer's relocation program, help in the process of finding appropriate replacement accommodations, facilitate claims processing, maintain a communication link with the Developer and coordinate the involvement of outside service providers.

To follow through on the advisory assistance component of the relocation program and assure that the Developer meets its obligations under the law, relocation staff will perform the following functions:

- Distribute written information concerning the Developer's relocation program in English (and other languages, if required) to each residential displacee (See **Exhibit C**);
- Individually inform all displacees of the nature of and procedures for obtaining available relocation assistance and benefits;
- Determine the eligibility, needs and relocation preferences of each residential displacee;
- Provide residential displacees with at least three referrals to comparable, decent, safe and sanitary replacement housing within a reasonable time prior to displacement;
- Maintain a database of available housing resources and distribute replacement site referrals for the duration of the Project;

- Provide transportation to displacees, if requested, to inspect replacement sites within the local area. Offer special assistance to help elderly and handicapped residents find housing near friends, relatives, medical facilities and services and convenient transportation;
- Make referrals to governmental and non-governmental service providers such as:
 - (a) Social Security Administration
 - (b) The Housing Authority of the County of San Diego
 - (c) San Diego Housing Commission
- Assist each eligible displacee with the preparation and submission of relocation assistance claims;
- Assist residential displacees with arrangements necessary to rent or purchase comparable decent, safe and sanitary replacement housing;
- Make benefit determinations and payments in accordance with applicable law and Developer policy;
- Assure that no displacee is required to move without a minimum of 90 days written notice to vacate;
- Inform all persons subject to displacement of the Developer's policies with regard to Developer purchase and subsequent management of property;
- Establish and maintain a formal grievance procedure for use by the displaced persons seeking administrative review of the Developer's decisions with respect to relocation assistance; and
- Provide assistance that does not result in different or separate treatment due to race, color, religion, national origin, sex, marital status or other arbitrary circumstances.

The Developer will retain services of professional relocation representatives to assist all persons to be displaced as a consequence of the planned Project. Personal contact will be maintained with all individuals until the relocation process has been

completed. The Developer staff is also available to assist individuals or direct them to the appropriate relocation representative.

Given the number of residential displacements within the proposed Project site, it will not be necessary to setup a fully staffed site office. Should such a need present itself during the implementation phases of the Project, the Developer will make provisions for a site office and all residents will be informed of the location and operating hours of that relocation office.

B. Relocation Benefits – Residential Occupants

Relocation benefits will be provided in accordance with the applicable provisions of the State relocation law and guidelines. Benefits will be paid to eligible displaced persons upon submission of required claim forms and documentation regarding the rental or purchase of decent, safe and sanitary replacement housing.

Eligibility requirements and calculations will be detailed on an individual basis with all displacee households. In the course of personal interviews and follow-up visits, each displacee household will receive counseling regarding available benefit options and the requirements to claim compensation for moving payments and replacement housing assistance.

Developer staff will promptly evaluate advance payment requests meant to alleviate hardships for tenants who do not have access to sufficient funds to pay move-in costs such as first month's rent and/or security deposits. Approved requests for advance payments will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

1. Residential Moving Expense Payments

All residential displacees will be eligible to receive a payment for moving expenses. Moving expense payments will be based either on the actual cost of a professional move or a fixed payment amount determined by room count.

- Actual Cost (Professional Move)

Displacees may elect to retain the service of a professional mover. The cost of professional moving services will be based on the lower of at least two acceptable bids obtained from licensed, professional movers. The Developer may also obtain bids, at its own discretion, in order to determine the most qualified low-bidder for the move. The Developer will make direct payment to the selected mover, if requested, or provide reimbursement upon presentation of appropriate documentation substantiating the move.

Compensable moving elements include packing, transportation, un-packing and insurance. Transportation costs beyond 50 miles are not eligible, unless the Developer determines that relocation beyond 50 miles is justified. In addition to payment for the actual move, one-time re-connection fees related to gas, water, electricity, telephone, internet and television service, are eligible for reimbursement. Deposits required by utility and other residential service providers are not eligible for reimbursement.

- Fixed Payment (Room Count Schedule Method)

As an alternative to a professional move, a residential displacee may elect to receive a fixed payment for moving expenses based on the number of furnished or unfurnished rooms in the displacement dwelling (bathrooms are not considered as part of the eligible room count). Residential displacees who elect to receive a fixed payment assume full responsibility for the move including the expense of utility re-connections described in (a), above. The current schedule for Fixed Moving Payments is set forth in **Table 8**:

TABLE 8: Schedule of Fixed Moving Payments									
Unfurnished Dwelling (Tenant Owned Furniture)									
Room Count	1	2	3	4	5	6	7	8	Each Additional
Amount	\$625	\$800	\$1,000	\$1,175	\$1,425	\$1,650	\$1,900	\$2,150	\$225
Furnished Dwelling (Landlord Owned Furniture)									
Room Count	1	Each Additional							
Amount	\$400	\$65							

Source: The Federal Highway Administration (effective 6/15/05)

2. Rental Assistance to Tenants/Owner-Occupants Who Choose to Rent

A tenant or owner-occupant displaced from a dwelling may be entitled to a Replacement Housing Payment in the form of rental or downpayment assistance not-to-exceed \$5,250 for tenants and \$22,500 for owner-occupants (prior to consideration of eligibility for Last Resort Housing benefits - see Last Resort Housing this Section, Paragraph 7), if the displacee:

- Generally, has actually and lawfully (i.e. have a lease and have been paying rent) occupied the displacement dwelling for at least 90 days immediately prior to the initiation of negotiations; and
- Has rented, or purchased (as a result of the relocation process), and occupied a decent, safe, and sanitary replacement dwelling within one year (unless the Developer extends this period for good cause) after:
 - (i) For a tenant, the date he or she moves from the displacement dwelling;
or
 - (ii) For an owner-occupant, the later of:
 - The date final payment is received for the displacement dwelling, or in the case of condemnation, the date the full amount of estimated just compensation is deposited with the court; or
 - The date the displacee moves from the displacement dwelling.

Rental/Downpayment Assistance payment amounts are equal to 42 times the difference between the base monthly rental and the lesser of:

- (i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- (ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person; or

- (iii) The total of the amount designated for shelter and utilities if receiving government subsidized assistance from a program that designated the amounts for shelter and utilities.

The base monthly rental for the displacement dwelling is the lesser of:

- (i) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Developer. For owner-occupants or households which paid little or no rent, fair market rent will be used as a substitute for actual rent; or,
- (ii) Thirty percent (30%) of the displacee's monthly gross household income. If a displacee refuses to provide appropriate evidence of income or is a dependent, the base monthly rental shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling.

Table 9, following, provides an example of a typical rental assistance eligibility computation.

TABLE 9: Computation of Rental Assistance Payments		
1. Old Rent	\$600	Old Rent (plus Utility Allowance)
- or -		
2. Ability to Pay	\$550	30% of Monthly Gross Household Income*
3. Lesser of lines 1 and 2	\$550	
Subtracted from the lesser of:		
4. Actual New Rent	\$650	Actual New Rent (plus Utility Allowance)
- or -		
5. Comparable Rent	\$675	Set by the Developer (plus Utility Allowance)
6. Lesser of lines 4 and 5	\$650	
7. Monthly Need Amount	\$100	Subtract line 3 from line 6
Rental Assistance	\$4,200	Multiply line 7 (Monthly Need) by 42 months

* Gross household income means the total annual income of an individual less the following: (1) a deduction of \$500 for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined

for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitated family members when determined to be necessary to employment of the head of household or spouse, except that the amount deducted shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

3. Downpayment Assistance to Tenants Who Choose to Purchase

Residential displacees eligible to receive a rental assistance payment, may choose to utilize up to the full amount of their rental assistance eligibility (including any Last Resort benefits) to purchase a replacement dwelling, provided that the entire eligibility amount is used toward the downpayment and eligible incidental closing costs. In the case of Downpayment Assistance claims, the Developer will arrange for the deposit of the total rental assistance eligibility amount in an open escrow account. Provisions will be included in the escrow instructions to assure the prompt return of all Developer-provided funds in the event escrow is cancelled by either party or should fail to close within a reasonable period of time.

4. Assistance to Recipients of Section 8 Housing Assistance

Households currently receiving assistance through the Section 8 Housing program will be provided referrals to available rental units whose owners have indicated a willingness to participate in the Section 8 program. As long as there are available replacement units with monthly rents at or below current fair market rent rates, Section 8 recipients will not receive cash rental assistance payments. However, some assistance will be provided, as appropriate, with one time security deposits and credit check fees. Section 8 recipients are also entitled to a payment for physical moving expenses on the same basis as market-rate tenants.

5. Payments to Non-Tenured Residential Tenants

Median-income and higher income residential tenants with less than 90 days of continuous occupancy prior to the Developer's acquisition of the property, will only be eligible to receive a moving expense payment in accordance with Section 1b above.

6. Last Resort Housing

Depending on current market conditions, the Developer anticipates that it might be necessary to make rental assistance payments in excess of the statutory cap of \$5,250, (CCR Title 25, Chapter 6, Section 6104) to assure the availability of comparable replacement rental housing. Rental assistance payments to low-income non 90-day tenants and rental assistance payment amounts in excess of the statutory caps are considered (CCR Title 25, Chapter 6, Section 6139) to be Last Resort Housing (LRH) payments.

The Developer, at its discretion, may opt to pay LRH rental assistance payments on a periodic basis. Recipients of LRH rental assistance who intend to purchase rather than re-rent replacement housing have the right to request a lump sum payment of all benefits for the purpose of making a downpayment and paying standard, non-recurring closing costs. Households receiving periodic payments may elect, at any time, to request a lump sum payment of all remaining benefits to assist with the purchase of a decent, safe and sanitary dwelling.

D. General Information on Payment of Relocation Benefits

Claims and supporting documentation for relocation benefits must be filed with the Developer within 18 months from:

- The date the claimant moves from the acquired property; or,
- The date on which final payment for the acquisition of real property is made, whichever is later.

The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

- 1) Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance;
- 2) Payment amounts will be determined in accordance with the provisions of the State relocation law and guidelines;

- 3) Required claim forms will be prepared by relocation personnel and reviewed with claimants. Signed claims and supporting documentation will be submitted by relocation personnel to the Developer;
- 4) The Developer will review all claims for payment and determine whether to approve, deny, or seek additional information;
- 5) The Developer will issue benefit checks for distribution to claimants by relocation staff;
- 6) Final payments will be issued only after confirmation that the Project premises have been completely vacated and occupancy of the replacement unit is verified;
- 7) All correspondence, back-up documentation, claims, receipts of payment and notices will be maintained in the relocation case file.

V – ADMINISTRATIVE PROVISIONS

A. Relocation Tax Consequences

In general, relocation payments are not considered income for the purpose of the Internal Revenue Code of 1968, or the Personal Income Tax Law, Part 10 of the Revenue and Taxation Code. The above statement on tax consequences is not intended to be a provision of tax advice by the Developer. The Developer cannot give specific advice related to tax law and, displacees are responsible for consulting with their own tax advisors concerning the tax consequences of relocation payments.

B. Grievance Procedures

The Developer's relocation appeals process is consistent with the provisions of Article 5 of the State relocation guidelines (Appendix A). The right to appeal shall be described in all relocation explanatory material distributed to displacees.

As required under the State relocation guidelines, displacees will have the right to ask for administrative review when they believe themselves aggrieved by a determination as to eligibility, payment amounts, the failure to provide comparable replacement housing referrals or the Developer's property management practices.

Requests for administrative review and informal hearings will be directed to senior relocation staff of the Developer. All requests for review will receive written responses from the Developer within three weeks of their receipt. If an informal appeal is denied, appellants will be entitled to file a written request for a formal hearing before an impartial and independent hearing officer.

More detail concerning the appeals process will be provided upon request. Appellants will retain their appeal rights for up to 18 months following the date of displacement from the Project premises or receipt of final payment for relocation benefits, whichever is later.

C. Eviction Policy

Under the State relocation guidelines, eviction is permissible only as a last resort and may not be used as a means to avoid relocation payment obligations. With the exception of persons considered to be in unlawful occupancy, a displaced person's eviction does not affect eligibility for relocation assistance and benefits.

Eviction may be undertaken only for one or more of the following reasons:

- Failure to pay rent, except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of a dangerous, illegal act in the unit;
- Material breach of the rental agreement and failure to correct breach within 30 days of notice;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings;
- A requirement under State or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of the public entity.

D. Citizen Participation

As the process for considering the planned Project moves forward, the Developer will observe the following protocol:

- Provide affected tenants with full and timely access to documents relevant to the relocation program;

- Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials;
- Issuance of a general notice in English and/or Spanish, as needed, concerning the availability of the Relocation Plan for public review, as required, 30 days prior to its proposed adoption. Distribution of the Plan, upon request, to all affected and interested parties;
- The inclusion of written or oral comments concerning the Plan and the Developer's response as an attachment to the Plan (**Exhibit D**) when it is forwarded to the City for adoption.

E. Projected Dates of Displacement

The Developer contemplates that the relocation process will begin in July and be completed by December 1st, 2008.

F. Estimated Relocation Costs

The Developer anticipates sufficient financing to fund the relocation activities for the Project and pledges to appropriate the necessary funds, on a timely basis, to ensure the successful completion of the Project. The anticipated budget for relocation-related payments for this Project, which includes a 10% contingency, is \$100,500.

The estimated relocation budget does not include any payments related to property acquisition, improvements pertaining to realty, or loss of business goodwill. In addition, the budget does not consider the cost of any services necessary to implement the Plan and complete the relocation element of the Project.

**EXHIBIT A: California Credit Allocation Committee –
County of San Diego**

California Tax Credit Allocation Committee

2008

Maximum Income Levels

San Diego County

Income Level	One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
50%	\$ 27,650	\$ 31,600	\$ 35,550	\$ 39,500	\$ 42,650	\$ 45,800	\$ 49,000	\$ 52,150
60%	\$ 33,180	\$ 37,920	\$ 42,660	\$ 47,400	\$ 51,180	\$ 54,960	\$ 58,800	\$ 62,580
100%	\$ 55,300	\$ 63,200	\$ 71,100	\$ 79,000	\$ 85,300	\$ 91,600	\$ 98,000	\$ 104,300

Revised per HUD Notice
Effective: February 13, 2008

EXHIBIT B: Residential Interview Form

Residential Relocation Interview

Case ID:		Interview Date:		Interviewer:		<input type="checkbox"/> Unoccupied <input type="checkbox"/> No Contact		
DWELLING				HOUSEHOLD				
Site Address:				Head of Household:		# of occupants:		
City, ST, ZIP:				<input type="checkbox"/> Primary residence of all occupants? (If not, explain in notes)				
Mailing Address:				<input type="checkbox"/> Can someone read/understand English? If not, language:				
City, ST, ZIP:				Race/Ethnicity: <input type="checkbox"/> American Indian/Alaskan <input type="checkbox"/> Asian				
Carbon Copy Address:				<input type="checkbox"/> Black/African-American <input type="checkbox"/> Hawaiian/Pacific Islander				
City, ST, ZIP:				<input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> White <input type="checkbox"/> Other <input type="checkbox"/> Mixed				
Dwelling Type (list 1):				<input type="checkbox"/> Home-based business? (describe in notes)				
Bedrooms:	Attic/Utility/Storage:	Approx Sq Ft:		<input type="checkbox"/> Rent rooms in dwelling? (describe in notes)				
Kitchen:	Basement:	Bathrooms:		<input type="checkbox"/> On fixed income or public assistance? (describe in Occupants)				
Living/family rooms:	Garage:	Garage Spaces:		<input type="checkbox"/> Disabled occupants? (describe modifications/needs in Occupants)				
Dining room:	Other/Extra:	Carport Spaces:		Replacement site <u>special</u> needs (mark and describe in Notes)				
Den/Office:	Total physical and content rooms to move:	Parking Spaces:		<input type="checkbox"/> Employment access		<input type="checkbox"/> Shopping		
Total Rooms:		Number of cars:		<input type="checkbox"/> Public transport		<input type="checkbox"/> Religious		
Air Cond: <input type="checkbox"/> Central <input type="checkbox"/> Wall/Window <input type="checkbox"/> Heat Pump <input type="checkbox"/> Evap./Swamp <input type="checkbox"/> None				<input type="checkbox"/> Medical facilities/services		<input type="checkbox"/> Social/Public services		
Heating: <input type="checkbox"/> FAU <input type="checkbox"/> Radiant <input type="checkbox"/> Hot Water <input type="checkbox"/> Space Htr <input type="checkbox"/> Solar <input type="checkbox"/> Heat Pump				<input type="checkbox"/> School needs		<input type="checkbox"/> Relatives/Ethnic		
Dwelling Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor				<input type="checkbox"/> Childcare		<input type="checkbox"/> Other special needs		
Neighborhood Condition: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor				<input type="checkbox"/> All occupants to move to the same dwelling? (if not, explain in notes)				
Amenities:				Replacement dwelling preference: <input type="checkbox"/> Rent <input type="checkbox"/> Buy				
TENANT				Can relocate from: <input type="checkbox"/> Neighborhood <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State				
Rent terms: <input type="checkbox"/> Month-Month <input type="checkbox"/> Lease, months left:				Preferred relocation areas:				
<input type="checkbox"/> Rent reduced in exchange for service		<input type="checkbox"/> Unit furnished by tenant						
Monthly contract rent: \$		Security deposit: \$		HOMEOWNER				
Landlord/manager name/ph:				Lot Size (sq ft):		Date purchased:		
Age (yrs):								
<input type="checkbox"/> Written rental agreement available?		<input type="checkbox"/> Rent receipts available?		<input type="checkbox"/> Own clear with no mortgages/loans		# of stories:		
<input type="checkbox"/> Receiving Section 8 or other housing assistance?				1st Loan Information		2nd Loan Information		
Caseworker name/ph:				Lender:		Lender:		
Monthly tenant portion of rent: \$				Loan Type (list 2):		Loan Type (list 2):		
Annual family/child care expenses to allow work: \$				Current % Rate:		Current % Rate:		
Annual non-reimbursed medical expenses: \$				Principal Balance: \$		Principal Balance: \$		
Annual non-reimb. handicapped assistance expenses: \$				Original Date:		Original Date:		
Utilities paid by tenant:		Pets:		Remaining months:		Remaining months:		
<input type="checkbox"/> Gas: \$					Monthly P&I payment:		Monthly P&I payment:	
<input type="checkbox"/> Electric: \$	Energy source: Gas Electr Oil Other				MOBILE HOME			
<input type="checkbox"/> Water: \$	Cooking Stove: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____				Pad space: <input type="checkbox"/> Rent <input type="checkbox"/> Own		Coach: <input type="checkbox"/> Rent <input type="checkbox"/> Own	
<input type="checkbox"/> Sewer: \$	Water Heater: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____				Pad rent: \$		Model:	
<input type="checkbox"/> Trash: \$	Space Heat: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____				Coach length (ft):		Year:	
<input type="checkbox"/> NONE	Air Conditioning: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> _____				Coach width (ft):		Serial #:	

INDIVIDUAL OCCUPANTS (use additional pages as needed)

1. Name:		Gender: F M	Employer/School:			
Relationship (list 3): HEAD OF HOUSEHOLD	<input type="checkbox"/> ID verified	Income src (list 4):	Income/Empl. description:	Hire/Start date:	Mo Income:	
Lawful presence (list 5):	Date of birth:					
Phone/fax/email:	Move-in date:					
Notes/Special Needs:						
2. Name:		Gender: F M	Employer/School:			
Relationship (list 3):	<input type="checkbox"/> ID verified	Income src (list 4):	Income/Empl. description:	Hire/Start date:	Mo Income:	
Lawful presence (list 5):	Date of birth:					
Phone/fax/email:	Move-in date:					
Notes/Special Needs:						
3. Name:		Gender: F M	Employer/School:			
Relationship (list 3):	<input type="checkbox"/> ID verified	Income src (list 4):	Income/Empl. description:	Hire/Start date:	Mo Income:	
Lawful presence (list 5):	Date of birth:					
Phone/fax/email:	Move-in date:					
Notes/Special Needs:						
4. Name:		Gender: F M	Employer/School:			
Relationship (list 3):	<input type="checkbox"/> ID verified	Income src (list 4):	Income/Empl. description:	Hire/Start date:	Mo Income:	
Lawful presence (list 5):	Date of birth:					
Phone/fax/email:	Move-in date:					
Notes/Special Needs:						
5. Name:		Gender: F M	Employer/School:			
Relationship (list 3):	<input type="checkbox"/> ID verified	Income src (list 4):	Income/Empl. description:	Hire/Start date:	Mo Income:	
Lawful presence (list 5):	Date of birth:					
Phone/fax/email:	Move-in date:					
Notes/Special Needs:						
6. Name:		Gender: F M	Employer/School:			
Relationship (list 3):	<input type="checkbox"/> ID verified	Income src (list 4):	Income/Empl. description:	Hire/Start date:	Mo Income:	
Lawful presence (list 5):	Date of birth:					
Phone/fax/email:	Move-in date:					
Notes/Special Needs:						
7. Name:		Gender: F M	Employer/School:			
Relationship (list 3):	<input type="checkbox"/> ID verified	Income src (list 4):	Income/Empl. description:	Hire/Start date:	Mo Income:	
Lawful presence (list 5):	Date of birth:					
Phone/fax/email:	Move-in date:					
Notes/Special Needs:						

EXHIBIT C: Informational Notice

Relocation Assistance Informational Statement for Families and Individuals

(CA State)

Displacing Agency:
Chelsea Investment Corporation

Project Name:
12th Street Apartments

Displacing Agency Representative:



Overland, Pacific & Cutler, Inc.
3170 4th Avenue, Suite 200
San Diego, CA 92103
Phone: (619) 688-7980

Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Section 8 Tenants
6. Replacement Housing Payment – Homeowners
7. Qualification For And Filing Of Relocation Claims
8. Last Resort Housing Assistance
9. Rental Agreement
10. Evictions
11. Appeal Procedures – Grievance
12. Tax Status of Relocation Benefits
13. Non-Discrimination and Fair Housing
14. Additional Information And Assistance Available

Spanish speaking representatives are available. Si necesita esta información en español, por favor llame a su representante.

Informational Statement for Families and Individuals

(CA State)

1. GENERAL INFORMATION

The dwelling in which you now live is in a project area to be improved by, or financed through, the Displacing Agency using state and/or local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, Inc. (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. However, if you desire to move sooner than required, you must contact your representative with Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Displacing Agency acquires the property, you will also be required to pay rent to the Displacing Agency.

2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Displacing Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation consultant will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

3. MOVING BENEFITS

If you must move as a result of displacement by the Displacing Agency, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); or
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; or
- A combination of both (in some cases).

For example, you may choose a Self Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

A. Fixed Moving Payment

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Displacing Agency, and ranges, for example, from \$400.00 for one furnished room to \$2,150.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation representative will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Displacing Agency will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-up, credit check and other related moving fees.

Fixed Moving Schedule CALIFORNIA Effective 6-15-2005	
Occupant Owns Furniture:	
1 room	\$625
2 rooms	\$800
3 rooms	\$1,000
4 rooms	\$1,175
5 rooms	\$1,425
6 rooms	\$1,650
7 rooms	\$1,900
8 rooms	\$2,150
Each additional room	\$225
Occupant does NOT Own Furniture:	
1 room	\$400
Each additional room	\$65

B. Actual Moving Expense (Professional Move)

If you wish to engage the services of a licensed commercial mover and have the Displacing Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a “mover” scope of services for Displacing Agency approval.

4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS

You may be eligible for a payment of up to \$5,250.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

- A. Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be

required to provide your relocation representative with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

- B. **Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation representative will clarify procedures necessary to apply for this payment.

5. SECTION 8 TENANTS

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation representative will provide counseling and other advisory services along with moving benefits.

6. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS

- A. If you own and occupy a dwelling to be purchased by the Displacing Agency for **at least 180 days** prior to the initiation of negotiations, you may be eligible to receive a payment of up to \$22,500.00 to assist you in purchasing a comparable replacement unit. This payment is intended to cover the following items:
1. **Purchase Price Differential** - An amount which, when added to the amount for which the Displacing Agency purchased your property, equals the lesser of the actual cost of your replacement dwelling; or the amount determined by the Displacing Agency as necessary to purchase a comparable replacement dwelling. Your relocation representative will explain both methods to you.
 2. **Mortgage Interest Differential** - The amount which covers the increased interest costs, if any, required to finance a replacement dwelling. Your relocation representative will explain limiting conditions.
 3. **Incidental Expenses** - Those one time incidental costs related to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.
- B. **Rental Assistance Option** - If you are an owner-occupant and choose to rent rather than purchase a replacement dwelling, you may be eligible for a rental assistance payment of up to the amount that you could have received under the Purchase Price Differential, explained above. The payment will be based on the difference between an economic rent of the dwelling you occupy and the rent you must pay for a comparable replacement dwelling.

If you receive a rental assistance payment, as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

7. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
 - a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court.; **or**
 - b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with the Displacing Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

8. LAST RESORT HOUSING ASSISTANCE

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Displacing Agency will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation representative will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

9. RENTAL AGREEMENT

As a result of the Displacing Agency's action to purchase the property where you live, you may become a tenant of the Displacing Agency. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

10. EVICTIONS

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided with at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;

- Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings; or
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

11. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for a relocation payment, or the amount of a payment, may have the claim reviewed or reconsidered in accordance with the Displacing Agency's appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

12. TAX STATUS OF RELOCATION BENEFITS

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

13. NON-DISCRIMINATION AND FAIR HOUSING

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

14. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative at Overland, Pacific & Cutler.

EXHIBIT D: Public Comments and Response

REDEVELOPMENT RESOLUTION NO. R-08-148

**A RESOLUTION OF THE IMPERIAL
BEACH REDEVELOPMENT AGENCY TO
APPROVE THE RELOCATION PLAN
FOR THE BEACHWIND COURT (624 12TH
STREET) REHABILITATION PROJECT**

WHEREAS, the Imperial Beach Redevelopment Agency (the "Agency") is engaged in activities necessary to carry out and implement the Redevelopment Plan for the Palm Avenue/Commercial Redevelopment Project Area [the "Project"]; and

WHEREAS, Chelsea Investment Corporation ("Developer") has submitted a proposal to the Agency for the development of 15 affordable residential rental units located at 624 12th Street ("Beachwind Court"), in the City of Imperial Beach, California, for availability to and occupancy by very low income persons and households (the "Project"); and

WHEREAS, rehabilitation of the Beachwind Court will permanently displace residents; and

WHEREAS, Chelsea is required to provide relocation assistance to displaced residents; and

WHEREAS, beginning the relocation process requires the adoption of a Relocation Plan in compliance with the Uniform Relocation and Real Property Acquisition Policies and Title 25 - Housing and Community Development Code (California Code of Regulations); and

WHEREAS, the attached Relocation Plan for the Beachwind Court Rehabilitation Project was prepared on behalf of Chelsea by relocation consultants Overland Pacific & Cutler, Inc.; and

WHEREAS, the Relocation Plan identifies all of the possible residential displacements within the Beachwind Court and describes the relocation benefits provided in accordance with State law and the Agency's Relocation Assistance Guidelines; and

WHEREAS, an Advisory Notice and Relocation Plan was mailed on April 18, 2008 to each residential occupant within the Beachwind Court to advise them of the Relocation Plan's 30-day review and comment period; and

WHEREAS, the Relocation Plan was available for public review at Imperial Beach City Hall and at Overland Pacific & Cutler, Inc. offices for the 30-day review and comment period that ended May 21, 2008; and

WHEREAS, no comments have been received by the Agency.

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby:

1. Adopts the attached Relocation Plan for the Beachwind Court Project.

PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency of at its meeting held on the 21th day of May 2008 following roll call vote:

AYES: COUNCILMEMBERS: NONE
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: NONE

James C. Janney
JAMES C. JANNEY, MAYOR

ATTEST:

Jacqueline M. Hald
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 Redevelopment Resolution No. R-08-148 – A Resolution of the Imperial Beach Redevelopment Agency of the City of Imperial Beach, California **TO APPROVE THE RELOCATION PLAN FOR THE BEACHWIND COURT (624 12TH STREET) REHABILITATION PROJECT**



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY BROWN, CITY MANAGER

MEETING DATE: MAY ²¹~~28~~, 2008

ORIGINATING DEPT: PUBLIC SAFETY DEPARTMENT ^{25.}

SUBJECT: RESOLUTION APPROVING AN 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: Since, 1983 the City Of Imperial Beach has continuously contracted with the San Diego Sheriff's Department for law enforcement services. The most recent contract for law enforcement services expired on June 30, 2007. Prior to its expiration, the nine cities that contract for law enforcement services appointed a committee of three city representatives to negotiate a new five-year contract. The new five-year contract has finally been fully negotiated and is presented for City Council consideration. This staff report provides an analysis of the new contract model and a fiscal analysis. If adopted the new contract will be retroactively applied from July 1, 2007.

DISCUSSION:

Prior to meeting with the Sheriff's Department, the contract cities identified the most pressing concerns with the previous agreement. These concerns included:

- 1) there was no ability for cities to control increasing costs except through staff reductions,
- 2) the cost formula used to calculate costs made it difficult for cities to afford increasing the number of deputies, and
- 3) there was little ability to augment or reduce staffing levels (except for deputies) to meet the individual needs of each city.

The cities' negotiation committee worked with the Sheriff's Department to develop a new law enforcement services contract model. The new contract addresses the concerns identified by the cities and reforms the previous cost model with that of a "cost center model."

Cost Center Model

Under the previous pooled cost model the number of deputies contracted for, primarily drove city costs. The cost for each deputy was determined by a complex formula. For example, a deputy's costs included: 3 percent of a captain's cost, between 3 percent and 15.2 percent of the clerical staff's cost (depending on the specific clerical staff assignment), 7.8 percent of a

lieutenant's costs, 24.1 percent of a sergeant's cost, 0.4 percent of the senior volunteer coordinator's cost, etc. A problem arose with this model when a city wanted to add an additional deputy. A city had to pay for 3 percent of a captain, 24.1 percent of a sergeant, and so on, even though the Department did not hire a portion of a new captain or sergeant to support that one deputy.

Under the new contract, a cost center model has been created. In this new model, the cities pay the direct cost for staff assigned to the respective city and all other costs are pooled and then shared between the participating contract cities.

Also, under this new model, cities can augment staff by increasing the overtime budget, rather than hiring a full deputy. This model gives cities more flexibility in how the Department is staffed.

Caps for Cost Increases

During the past contract period, all cities realized substantial cost increases. These increases, experienced by the Sheriff's Department, were caused by many factors, the cost of retirement funding being one of the more prevalent causes.

For this reason, during the contract negotiations, the cities significantly focused on cost containment strategies. The new contract includes the following cost caps:

FY 07/8	5 percent
FY 08/9	5 percent
FY 09/10	5.5 percent
FY 10/11	5.5 percent
FY 11/12	5.5 percent

The contract allows for exceptions to the cost caps. These exceptions include:

- 1) If the Sheriff's Department negotiates a labor agreement that exceeds the cap (the current labor agreement expires on June 30, 2009—the previous two-year labor agreement included a 5 percent and a 3 percent increase in wages).
- 2) If one of the nine contract cities discontinues the contract—in this event, the overhead costs of that city would be redistributed between the remaining participating cities.
- 3) If the Sheriff's Department opens another facility, which increases the facilities pooled costs.
- 4) If a City builds a new station, the City that builds the facility is responsible for the entire increase in the Cities pooled facility costs.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The contract costs for FY July 1, 2007 – June 30, 2008 is \$5,029,358 (See Attachment B 7/1/07 through 6/30/08 MODIFIED COST CENTER). This represents the contracts first year increase of 5%. The contract cost estimate for FY July 1, 2008 – June 30, 2009 is \$5,280,826. This estimate represents the contracts second year increase of 5%. The costs were anticipated in the City's 7/1/07 – 0/30/09 budgets, but reductions may be needed if the State Government reduces funding for COPS grants and booking fees. There may also be a savings of \$57,515 if

the Sweetwater District decides not to fund the FY 08/09 School Resources Officer on the Mar Vista High School campus.

DEPARTMENT RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2008-6633

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6633
2. Law Enforcement Contract

RESOLUTION NO. 2008-6633

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AN 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

WHEREAS, the County of San Diego through the San Diego County Sheriff provides public safety services throughout the County of San Diego and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, the City of Imperial Beach is a municipal corporation of the State of California within the County of San Diego; and

WHEREAS, Sections 51300-51308, 51350 and sections 54980 et seq. of the California Government Code authorize County of San Diego and City of Imperial Beach to contract for performance of Sheriff services within the City; and

WHEREAS, the Board of Supervisors on November 6, 2007 authorized the Clerk of the Board to accept and execute the Agreement for General and Specialized Law and Traffic Enforcement services; and,

WHEREAS, the City of Imperial Beach and County of San Diego through the County Sheriff, desire to enter into a new agreement with provisions concerning the nature and extent of general and specialized law enforcement and traffic services to be provided the City Of Imperial Beach and establishing the compensation to be paid therefore.

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of May 2008, by the following roll call vote:

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

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. 2008-6633 – A Resolution OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, Approving an 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

**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**

This Agreement is between 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", for services to be provided by the San Diego County Sheriff, hereinafter referred to as "SHERIFF".

RECITALS

WHEREAS, COUNTY through SHERIFF provides public safety services throughout the County of San Diego and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, CITY is a municipal corporation of the State of California within the County of San Diego and desires to obtain general and specialized law enforcement and traffic services; and

WHEREAS, Sections 51300-51308, 51350 and sections 54980 et seq. of the California Government Code authorize COUNTY and CITY to contract for performance of Sheriff services within the CITY; and

WHEREAS, the Board of Supervisors on November 6, 2007 authorized the Clerk of the Board to accept and execute the Agreement for General and Specialized Law and Traffic Enforcement Services; and

WHEREAS, COUNTY through SHERIFF currently provides general and specialized law enforcement and traffic services to CITY pursuant to a contract dated June 11, 2002; and

WHEREAS, CITY and COUNTY through SHERIFF desire to enter into a new agreement with provisions concerning the nature and extent of general and specialized law enforcement and traffic services to be provided to CITY and establishing the compensation to be paid therefore; and

WHEREAS, COUNTY acknowledges that CITY requires standards of performance that demonstrate professional excellence both in the execution of duties and in the interpersonal relations with CITY employees and all persons utilizing the services of CITY;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY jointly intend that CITY will fund and COUNTY will provide a level of general and specialized law enforcement and traffic services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the requirements of California Government Code §51300-51308, 51350 and 54980, et seq. This Agreement supersedes and replaces the June 11, 2002 contract between COUNTY and CITY for the period of July 1, 2002 through June 30, 2007, including all supplements, insofar as that contract relates to provision of general and specialized law enforcement and traffic services to CITY.

II. SCOPE OF SERVICES

COUNTY through SHERIFF shall provide general and specialized law enforcement and traffic services to CITY as follows:

A. Method of Service Delivery

SHERIFF will maintain a Law Enforcement Services Bureau which will be responsible for performance of COUNTY'S obligations under this Agreement. General and specialized law enforcement and traffic services will be staffed as described in Section IV. Standards of Service. These services shall be provided from SHERIFF'S existing stations and other such facilities as COUNTY or the CITY may hereafter acquire.

B. Law Enforcement Services

COUNTY through SHERIFF will provide general and specialized law enforcement and traffic services ("Law Enforcement Services") to CITY as outlined in Attachment B. Law Enforcement Services consist of enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY, as well as direct supervision of law enforcement personnel assigned to provide Law Enforcement Services to CITY; all

to the extent necessary and appropriate to meet the Standards of Service described in Section IV. Staffing for Law Enforcement Services shall be as provided in Section IV. D. of this Agreement.

C. Ancillary Services

Services of the Sheriff's Department units related to the following services will be provided to CITY as an integral part of the law enforcement services described above and are included in the cost of such services: crime prevention, youth & family, financial crimes, homicide, domestic violence, elder abuse, communication, information technology support, records management, and clerical support.

SHERIFF will consult with CITY when new programs are added that would increase costs to CITY.

D. Regional Services

The following regional services are provided to CITY as needed as an adjunct to the Law Enforcement Services described above at no additional cost except as outlined in section V. E. 2: Special Weapons & Tactics (SWAT), Aerial Support to Regional Enforcement Agencies (ASTREA), Bomb/Arson, Search and Rescue, Fire/Rescue helicopter, Crime Lab, and Property and Evidence.

E. Search and Rescue Responsibility

The COUNTY and the CITY agree that some rescues are the responsibility of and will be performed by the SHERIFF while other rescues are the responsibility of and will be performed by the CITY'S fire and/or lifeguard services. In many instances, rescues will be conducted in a joint operation involving both the SHERIFF and the CITY'S emergency response personnel.

F. Reserve Program

The SHERIFF, in partnership with the CITY, will take active steps to recruit individuals to participate in the Reserve Program.

G. Additional Services

1. General

COUNTY through SHERIFF may provide supplemental Law Enforcement Services or additional related equipment and supplies as requested by CITY. Additional Services not covered under Law Enforcement Services may include, but are not limited to, added patrol or traffic services required for special events such as street fairs, concerts, movie productions and other third party promotions as well as auditing of red light camera programs.

2. Requests

Requests for Additional Services shall be made to SHERIFF by CITY through the Sheriff's area Captain or his or her designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. CITY shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

3. Provision of Additional Services

SHERIFF shall advise CITY promptly and shall confirm in writing if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise CITY in writing of the estimated costs of the services. Unless CITY disapproves in writing of an estimate provided by SHERIFF, SHERIFF shall provide such Additional

Services to CITY and shall be reimbursed for the actual cost of providing the Additional Services subject to Section V. B. 2. COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

4. **Identification**

COUNTY and CITY acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services which might be desired by CITY, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of Law Enforcement Services.

H. **Emergencies**

1. **General**

Notwithstanding any other provision of this Agreement, in the event of an emergency occurring within CITY, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.

2. **Temporary Duties**

SHERIFF'S personnel assigned to perform services for CITY under this contract ("Sheriff's contract city personnel") may be required to perform temporary duty outside the scope of this Agreement. For the purpose of this Agreement, "temporary duty" shall include, but not be limited to, assignments necessitated by a public safety emergency or other exigent circumstances such as might be required under "mutual aid" agreements.

3. Redeployment of Staff

During the period of any public safety emergency or exigent circumstance such as responding to mutual aid requests, SHERIFF'S contract city personnel may be temporarily redeployed for emergency response. If reasonable and practical, SHERIFF shall notify the City Manager and discuss the redeployment prior to reassignment. If the public safety emergency or exigent circumstance such as requests for mutual aid demand immediate redeployment, SHERIFF need not notify the City Manager in advance, but shall do so as soon as practical. In the event of a major disaster for which the Sheriff is reimbursed by FEMA for salary and benefit costs, the SHERIFF shall reimburse CITY (less administrative fee) from which the staff was redeployed.

III. TERM OF AGREEMENT

A. Term

The term of this Agreement shall commence at midnight July 1, 2007 and shall continue in effect through and terminate at midnight on June 30, 2012 subject to the termination provisions in Section III. B. below.

B. Termination

Notwithstanding any other section or provisions of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

IV. STANDARDS OF SERVICE

A. Anticipated Service Outcome

The anticipated outcome of law enforcement services provided by COUNTY through SHERIFF to CITY under this Agreement is the provision of efficient and

effective police protection and the performance of all duties as required by law or contract. These duties include patrol, traffic, general and specialized investigations, crime prevention, crime analysis, criminal intelligence, narcotics enforcement, emergency services, licensing, crime lab and communications.

B. Performance Standards

COUNTY through SHERIFF shall provide CITY with qualified personnel to meet the following performance standards and scope of service:

1. General

All SHERIFF personnel who provide general and specialized law enforcement and patrol services to CITY pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation. COUNTY shall assure SHERIFF'S status as an accredited law enforcement agency and, should that status be reduced, agrees to meet and confer with CITY about any impact, actual or potential, related to any provision of this Agreement.

2. Patrol Services

COUNTY through SHERIFF shall provide general law enforcement services via the various options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY.

3. Traffic Services

COUNTY through SHERIFF shall provide traffic services via the various options listed in Attachment A. To the extent that such staff is provided

within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Vehicle Code and pertinent traffic regulatory ordinances as adopted by the City Council of CITY, accident investigations, analysis of traffic related problems of CITY, and cooperate with various CITY departments to obtain solutions to the traffic problems of CITY.

4. **Special Purpose Officers**

COUNTY through SHERIFF shall provide problem solving services via the various Special Purpose Officer options listed in Attachment A of this agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to identify and resolve problems of both a criminal and non-criminal nature for a designated geographic area through investigation, patrol support, coordination of departmental resources and cooperation with various CITY departments.

5. **School Resource Officers**

COUNTY through SHERIFF shall provide school resource services via the various Special Purpose Officer options listed in Attachment A of this agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement and follow up investigation on school property for violations of the Penal Code of the State of California, the California Vehicle Code, and the California Education Code and cooperate with school administration, faculty, students, and parents to obtain solutions to problems of the school district.

6. **Community Service Officers**

COUNTY through SHERIFF shall provide community services via the Community Service Officer options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide response/information to citizen inquiries, completion of minor reports, fingerprinting, traffic direction, parking enforcement, vehicle abatement, crime prevention education and enforcement of pertinent regulatory ordinances as adopted by the City Council of CITY.

C. **Assignment of Personnel**

1. **Sheriff's Responsibility**

The management, direction, supervision and discipline of SHERIFF personnel, the standards of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF'S sole but reasonable judgment and in accordance with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all personnel provided to CITY and shall have complete discretion as to the assignment of all individual SHERIFF'S personnel under this Agreement.

2. **Transfers and Selection of Captains**

SHERIFF will consult with CITY prior to reassignment of the Captain serving CITY and CITY will be afforded the opportunity to interview potential candidates prior to one being selected as the Captain of the station serving CITY. SHERIFF will solicit input from CITY when completing Captain's performance review.

3. Other Staff Assignments

If CITY has specific concerns regarding the actions of any officer, agent or employee who performs Law Enforcement Services, CITY may address those concerns with the Captain serving CITY.

4. Liability for Payment of Wages

CITY shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY'S performance of this Agreement.

D. Staffing for Basic Services

COUNTY through SHERIFF shall staff CITY as described in Attachment B in order to provide Law Enforcement Services. SHERIFF shall ensure that adequate numbers of qualified SHERIFF personnel are provided to CITY at all times during the term of this Agreement to meet the Law Enforcement Services, Scope of Services and Standards of Service commitments set forth herein, at no less than the staffing and classification levels established in the most current Attachment B. SHERIFF shall use best efforts to fill CITY funded position vacancies within a reasonable period of time.

E. Changes in Staffing

CITY shall provide COUNTY through SHERIFF thirty days advance notice when requesting changes in staffing. If CITY and SHERIFF agree that changes to the staffing level for Law Enforcement Services are needed and/or agree that staff additions or deletions in CITY are necessary in order to provide adequate levels of Law Enforcement Services in the succeeding contract year, CITY and COUNTY through SHERIFF shall execute and sign an amendment to Attachment B. COUNTY shall delegate the authority to SHERIFF to sign amendments to

Attachment B consistent with the intent of this provision after review and approval by County Counsel. The level of service shall not be changed without the mutual consent of the SHERIFF and CITY.

F. Vehicles, Equipment and Supplies

COUNTY shall provide all supplies, equipment and materials required for performance of the required law enforcement services; except that the CITY shall, at its own expense, supply any special stationery, supplies, notices, or forms which are to be issued in the name of the CITY.

COUNTY agrees to provide the standard equipment for CITY vehicles per Attachment E. All marked vehicles (black & white) will generally be replaced at 90,000 miles. Vans and sedans will generally be replaced at 100,000 miles.

Motorcycles will be replaced as needed at COUNTY'S discretion.

The name of the city and city seal will be included on the doors of patrol cars if requested by the CITY. The CITY shall provide their CITY decal in the size requested by the SHERIFF.

Subject to written approval of the SHERIFF or his designee, the CITY may purchase equipment deemed necessary to facilitate program implementation or operation. If the COUNTY does not accept ownership of the equipment, the purchase price and all ongoing costs will be the responsibility of the CITY. If the COUNTY accepts in writing the equipment from the CITY, such equipment becomes the property of the COUNTY, and the CITY shall be credited the total cost for the equipment. Total cost shall mean a value agreed upon between COUNTY and CITY at the time the transfer is made.

G. Asset Ownership

1. Vehicles

Vehicle ownership will be retained by the entity (CITY or COUNTY) that purchased the vehicle and is currently carrying ownership via the vehicle registration.

2. Office Equipment

Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (CITY or COUNTY) that purchased the equipment and is currently carrying ownership on the entity's inventory.

3. Safety Equipment

Safety equipment (firearms, uniforms, leather gear, etc.) ownership will be retained by the COUNTY.

4. Facilities

CITY shall retain ownership of facilities that CITY constructed for the purpose of use as a Sheriff's station. SHERIFF'S payment to CITY is a lease payment only. SHERIFF'S lease payment is allocated to all cities as a pooled cost, but vests no ownership in the property for cities that did not build the facility.

H. ARJIS Membership

For each year that this Agreement is in effect, CITY agrees to maintain its membership in the Automated Regional Justice Information System Joint Powers Agency (ARJIS).

I. Contract Administration

1. County Representative

COUNTY designates SHERIFF or his designee to represent COUNTY in all matters pertaining to the administration of the Agreement.

2. City Representative

CITY designates its City Manager or designee to represent CITY in all matters pertaining to the administration of the Agreement.

3. Meetings between City and Sheriff

SHERIFF or his designee shall be available to confer with the City Manager or designee whenever feasible, practical and not in conflict with mandated duties and responsibilities. SHERIFF and/or Undersheriff and the Assistant Sheriff will meet with the City Managers as a group twice each year to discuss the law enforcement contract. CITY and COUNTY shall provide full cooperation and assistance of its officers, agents, and employees to each other in the performance of this contract.

4. Implementation of New Programs

The COUNTY will discuss the implementation of any new programs with the CITIES. The County will provide the justification and value to CITY for the program and estimates of the cost impact.

5. Labor Negotiations

The CITIES will be requested to provide the Sheriff with comments and recommendations during labor negotiations. The Sheriff will review and pass on the CITIES comments to the counties labor negotiators.

6. CLETAC

CITIES shall maintain a Contract Law Enforcement Technical Advisory Committee (CLETAC). The Assistant Sheriff, Operational Commanders, and Contracts Manager shall meet with the committee on at least a quarterly basis to review contract administration including contract interpretation, costs, and liability.

J. Audit and Inspection of Records

COUNTY agrees that records generated under this contract shall be made available to CITY to audit and examine. CITY agrees that any such audit will be arranged by contacting COUNTY Board of Supervisors or designated representative in writing at least ten working days prior to the commencement of the audit and shall be conducted during normal working hours. CITY through its City Manager shall have access to reports and other documents pertaining to this agreement including statistical reports on crime rates, traffic incidents and calls for service within CITY.

K. Reporting Requirements

CITY will receive monthly reports that provide information with respect to staffing, crime statistics, traffic statistics, and patrol activities. In addition, CITY will receive detailed quarterly reports on liability experience.

V. COST OF SERVICES/CONSIDERATION

A. General

As full consideration for the satisfactory performance and completion by COUNTY through SHERIFF of the Law Enforcement Services set forth in this Agreement, CITY shall pay COUNTY for the services agreed to on the basis of invoices and submittals as set forth hereunder.

B. Personnel Costs

1. Law Enforcement Services

The cost of a Law Enforcement Services position includes amounts that compensate COUNTY for all absences due to comp time off, bereavement, family, injury, military, and sick leave, holidays, jury duty, leave without pay, related training, and vacation but does not provide coverage or include costs required to maintain coverage for Law Enforcement Services during such absences. If, however, there is an individual absence of more than 30 calendar days, CITY is not required to compensate the COUNTY from the 31st day until the position is staffed. In the event of a vacancy, CITY is not required to compensate the COUNTY from the 1st day of a vacancy until the position is filled.

2. Additional Services

CITY shall compensate COUNTY for Additional Services requested and approved by CITY in accordance with Section II.G., based upon the actual costs incurred by SHERIFF to provide those services.

C. Modified Cost Center

1. Cost Center Development

A Cost Center model showing both the CITY and COUNTY cost for each station will be developed.

2. Direct Costs

Each CITY will pay for direct staff, which includes deputies, detectives, sergeants and Community Service Officers.

3. **Overhead Costs**

All other CITY costs will be pooled and allocated as overhead to all the cities based on their number of deputy and community services officers. All deputy positions will be allocated the same overhead amount and community service officers will be allocated one half the amount of overhead allocated to a deputy. CITY costs will be listed in Attachment C.

4. **Allocation Date**

The staffing of each city on May 1st and any requested adjustments shall be used to allocate overhead for the contract year starting the following July 1st.

5. **Staff Added After May 1st**

For staff added after May 1st, the CITY will only pay the direct cost (Salary, benefits, retirement, vehicle costs and the one time equipment charge) until July 1st of the following year (e.g. 14 months) when they will be included in the new overhead calculation.

6. **Deleted Positions**

If a CITY deletes a position after May 1st they will not have to pay the direct cost but that position will still be included in the overhead calculation until the following July 1st.

D. **Contract City Cooperative Agreement**

1. **Cap for Cost Increase**

Cost increases for the pool will be capped at 5% for contract years one and two and 5.5% for contract years three, four and five. In any year where the actual cost increase is less than the cap, only the actual costs increases will be charged.

2. Application of Cap

This cap is applied to all nine cities as a group and not to individual cities. If the overall cost increase exceeds the cap for that year the cities whose individual costs fall above or below the group cap will have their costs adjusted to the cap. For example in Fiscal Year 2007 eight cities had individual cost increases that exceeded 5% so their costs were capped at 5%. One City had an individual cost increase below 5% so their costs were increased to the group cap of 5%. No individual cities cost will increase above the cap.

Only staff included in the previous years overhead calculation and staff added mid year (prior to May 1st) will be used to determine the cost increase for cap purposes. Any staff being added in the future contract year will not be counted when determining the cost increase for cap purposes for the current year.

3. Exceptions to the Cap

Notwithstanding any other provision of this Agreement, a CITY'S cost may increase above the cap if any of the following situations occur:

- a. If the COUNTY enters into a labor agreement that results in a salary and benefit increase that exceeds the cap, the entire amount of the wage increase shall be included in addition to any other cost increases.
- b. If any CITY elects to discontinue its participation in the Contract Law Enforcement Program, all overhead shall be re-spread among the remaining CITIES at the beginning of the next contract year as provided for in the compensation plan. Examples of this overhead include,

supervision above the rank of Sergeant, Communications, Facility Costs and Service and Supplies.

- c. If the SHERIFF opens another facility and moves deputies, supervisors or support staff from the station supporting a CITY, the station overhead will be re-spread among the CITIES at the beginning of the next contract year as provided for in the compensation plan.
- d. Facilities occupied only by unincorporated staff will have no cost impact on the CITIES.
- e. If a CITY builds a new station that increases the pooled facility costs, the entire amount of the increase in the CITIES pool will be responsibility of the CITY building the facility.

E. Beat Factor

1. Beat Factor Application

Beat Factor is the percentage of the total on call time spent by contracted patrol and traffic units inside the CITY limits. Beat Factor will be applied only to the cost of Patrol & Traffic Deputies and their immediate supervisor.

2. Decreases in Beat Factor

A CITY will receive credit for the following activities which will lower their beat factor:

- a. Their contract city unit is dispatched to the unincorporated area by communications.
- b. Their contract city unit provides cover in the unincorporated area.
- c. Their contract city unit is dispatched to another contract city by communications.
- d. Their contract city unit provides cover in another contract city

3. Increases in Beat Factor

The following activities will increase a CITIES beat factor:

- a. An unincorporated unit is dispatched into their CITY by communications
- b. An unincorporated unit provides cover in their CITY
- c. Another contract city unit is dispatched into their CITY by communications
- d. Another contract city unit provides cover in their city

4. Beat Factor Cap

Beat Factor will be capped at one (1.00) and recalculated annually.

F. Rate of Compensation

1. First Year

For the first year of this Agreement, CITY will compensate COUNTY for provision of the Law Enforcement Services in an amount equal to the fiscal year base amount set forth in Attachment B effective 07/01/07. Included in this amount will be an annual liability cost agreed to by COUNTY and CITY. In addition to the charges for Law Enforcement Services, CITY will compensate COUNTY for Additional Services as set forth in Section V.B.2. above. This amount shall be subject to the provisions of section V D. above.

2. Subsequent Years

a. Cost Detail

By April 1st of each year, SHERIFF shall provide CITY with service costs as defined in Attachment A. The cost for services provided by SHERIFF shall be based upon the actual cost of such services as

identified in Attachment A. The salaries and benefits shall be based upon the most current payroll and adjusted for any known Board of Supervisors approved increases. Included in this amount will be an annual liability cost agreed to by COUNTY and CITY. All other costs will be based on actual costs per the previous fiscal year County auditor's accounting records.

b. Level of Service

By May 1st of each year, CITY shall determine the level of Law Enforcement Services as defined in Section IV. B. required within CITY for the upcoming fiscal year (July 1 through June 30). As a minimum, such service shall include the availability of one continuous twenty-four hour per day patrol unit and one continuously available eight and one-half hour, per day traffic unit.

c. Joint Operating and Financial Plan

By July 1st of each year, COUNTY and CITY shall prepare a written Joint Operating and Financial Plan specifying the level of service for the upcoming fiscal year and the total cost for such services as determined in accordance with Section V.C. above. This plan, when approved by CITY and the COUNTY through the SHERIFF shall be effective July 1st and shall be made a part of this Agreement as Attachment B.

d. Mandated Costs

CITY shall pay all costs which are mandatory as of the effective date of this contract for any city police force to pay pursuant to state or federal statute or case law, if such costs are not included in the

agreed-to costs enumerated in the Joint Operating and Financial Plan. Further, CITY shall pay any mandatory costs that shall become operational during the term of this Agreement.

G. Mid-Year Adjustments to Basic Services

With thirty days advance notice, either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service, which are mutually agreed upon by and between COUNTY and CITY shall be effective when incorporated in written amendments to this Agreement and approved by both the COUNTY through the SHERIFF and CITY. If CITY and COUNTY through SHERIFF agree to a change in the level of Law Enforcement Services which requires a revision to Attachment B, CITY and COUNTY through SHERIFF shall execute and sign an amendment to Attachment B. COUNTY shall delegate the authority to SHERIFF to sign amendments to Attachment B consistent with the intent of this provision after review and approval by County Counsel. When CITY opts to increase or reduce service levels thus impacting the base staff count, SHERIFF will reallocate costs in accordance to Section V.C. above.

H. Method of Payment, Proportional Payment, Credits

1. Monthly Invoices

COUNTY shall invoice CITY monthly for services received (1/12 of annual cost). CITY, within 30 days from the date of the invoice, shall pay to the County Treasurer, through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, for cost of the services agreed upon as reflected in the Joint Operating and Financial Plan (Attachment B).

2. **Billing for Additional Services**

In the event that Additional Services have been agreed to by the parties and provided by SHERIFF to CITY, such services shall be billed in addition to those listed above. CITY agrees to pay the allowable cost of such services so requested. CITY shall not be obligated to pay for any regional services listed in Section II D above. However, in the event that all non-contract cities are charged by COUNTY for any regional service, the COUNTY may reopen negotiations with CITY and, upon agreement of the parties, a charge for such regional service may take effect at any time during the term of this Agreement.

3. **Credits**

a. **Vacancies and Absences**

In the event that a credit is due CITY for vacancies or for absences extending beyond 30 calendar days, SHERIFF will deduct the amount of the credit from the total amount billed. This credit will not be "pooled" but will be credited to CITY not receiving the contractual service.

b. **Non-Compliance**

In the event it is agreed by COUNTY, after discussions pursuant to section VII. N. of this Agreement, that COUNTY has not maintained the annual level of service contracted for in this Agreement, CITY shall be given credit for the non-compliant service during the subsequent contract year.

c. **Towing Fees**

CITY shall be given credit for towing fees collected under California Vehicle Code section 22850.5

I. **Booking Fees/Jail Access Fee**

Effective 7/1/07, in lieu of charging CITY booking fees, COUNTY will receive an annual appropriation from the state. COUNTY may charge a "jail access fee" for certain low-level offenses (municipal code violations and misdemeanor violations except driving under the influence, domestic violence offenses, and enforcement of protective orders), for each booking in excess of CITY's three year average of such bookings (recalculated annually). In the event that the state reduces its annual appropriation, COUNTY may reinstate booking fee.

J. **Distribution of Fines and Forfeitures**

All personnel provided by SHERIFF in the performance of the services of this contract for CITY shall be COUNTY officers and employees, but shall be deemed officers and employees of CITY for the sole purpose of distributing fines and forfeitures pursuant to Penal Code Section 1463.

K. **Forfeited Property and Assets**

Any property retrieved in CITY by SHERIFF'S personnel such as unclaimed stolen goods or revenue generated by the sale of such property by COUNTY shall be made available to CITY net of allowable expenses, at first option to retain for CITY purposes. Assets seized through the Asset Forfeiture process by SHERIFF'S personnel within CITY as a result of self-initiated activities or calls for service shall be shared with CITY according to current Federal Asset Seizure guidelines.

L. Grant Availability

SHERIFF will advise CITY of availability of grant funding to maximize efforts to obtain funds for such things as anti-terrorism activities, programs and training.

M. Availability of Funding

All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for either party for the performance of the services stated herein.

VI. DEFENSE AND INDEMNIFICATION

A. Indemnification Related to Workers Compensation and Employment Issues

COUNTY shall fully indemnify and hold harmless CITY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY. CITY shall fully indemnify and hold harmless COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or

claimed to arise from or relate to, employment which is brought by an employee of CITY or any contract labor provider retained by CITY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of CITY or any contract labor provider retained by CITY.

B. Defense And Indemnity; Acts And Omissions

1. Claims, Actions or Proceedings Arising From Acts or Omissions of COUNTY

COUNTY hereby agrees to defend and indemnify the CITY, its agents, officers and employees, from any claim, action or proceeding against CITY, arising out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims, Actions or Proceedings Arising From Acts or Omissions of CITY

CITY hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees, from any claim, action or proceeding against COUNTY, arising out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such

participation shall not relieve CITY of any obligation imposed by this Agreement. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

3. **Claims, Actions or Proceedings Arising From Concurrent Acts or**

Omissions

COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CITY. In such cases, County and CITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraphs D and E below (referring to joint defense agreements and reimbursement and/or reallocation).

4. **Limited COUNTY Defense And Indemnification Of CITY; Claims**

Investigation

a. **Limited COUNTY Defense And Indemnification Of City**

The COUNTY shall indemnify, defend and hold the CITY harmless where asserted CITY liability is based solely on one or more of the following three circumstances:

- (1) The CITY's contractual relationship with COUNTY under this Agreement;
- (2) The incident giving rise to the claim or suit is alleged to have occurred within the boundaries of CITY and there is no "dangerous condition" allegation against the CITY;
- (3) The conduct alleged to be that of the CITY is, in fact, COUNTY conduct.

b. Procedure For Determination Of Duty To Defend And Indemnify

If the COUNTY and/or CITY receive a claim or claims containing a description of circumstances, and/or are served with a complaint containing allegations, that the actions and/or omissions of the COUNTY and CITY in the performance of this Agreement contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall look beyond the mere description of circumstances or allegations to determine whether CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, notwithstanding the allegations. The COUNTY, consistent with its long standing practice, shall review the information in any COUNTY claims file, including investigative materials of the factual circumstances underlying the complaint's allegations and/or available law enforcement agency incident reports. If the COUNTY review determines that there are no facts supporting any viable theory of liability alleged in the complaint against the CITY, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in paragraph 4.a above. However, if as a result of the COUNTY review, there appears to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, COUNTY shall immediately contact the appropriate CITY representative to discuss COUNTY'S findings. If, after the discussion with CITY representative, the COUNTY is convinced that

CITY was not involved, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in paragraph A above. However, if there continues to appear to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the plaintiff's injuries and/or damages alleged in the complaint, the COUNTY will notify the CITY that the COUNTY, pursuant to the provisions of this Agreement, is not obligated to defend and indemnify CITY under paragraph 4.a above. When the COUNTY defends a claim or suit pursuant to paragraph 4.a above, the CITY shall cooperate with COUNTY in the defense of the action or claim.

5. Joint Defense

Notwithstanding paragraph 4 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

VII. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, COUNTY and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of CITY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder.

CITY and COUNTY acknowledge and agree that CITY does not control the manner and means of performing the work of COUNTY'S officers, agents or employees who perform Law Enforcement Services, nor does CITY have the right to hire or fire such officers, agents or employees. COUNTY has no authority of any kind to bind CITY, and CITY has no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or SHERIFF act or attempt to act, or represent itself directly or by implication as an agent of CITY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITY. CITY shall not act or attempt to act, or represent itself directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

B. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

County of San Diego
Chairperson
San Diego County
Board of Supervisors
1600 Pacific Highway
San Diego, CA 92101

AND

Sheriff
Contracts Manager
PO Box 429000
9621 Ridgehaven Ct
San Diego, CA 92123

To: CITY

City Manager
City of Imperial Beach
825 Imperial Beach Boulevard
Imperial Beach, CA 91932

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

C. Time of the Essence

Time is of the essence of this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include COUNTY holidays.

D. Amendments

With the exception of the modification or amendment of Exhibits as noted in Sections IV.E.2. and V.C.2. above, this Agreement may be modified or amended only by a written document signed by all parties, and no oral understanding or agreement

shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

E. Entire Agreement

This Agreement, including all Exhibits hereto, constitute the complete and exclusive statement of agreement between COUNTY and CITY with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

F. Construction

Each party has had the opportunity to participate in the review of this Agreement and this Agreement will be deemed to have been made and shall be construed, interpreted, governed and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party. Each of the Exhibits attached to this Agreement is hereby incorporated into this Agreement by this reference.

G. No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

H. Waiver

A waiver by COUNTY or CITY of a breach of any of the covenants to be performed by COUNTY or CITY shall not be construed as a waiver of any succeeding breach

of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of either party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or CITY of either performance or payment shall not be considered a waiver of the other party's preceding breach of this Agreement.

I. Authority to Enter Agreement

COUNTY and CITY each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

J. Cooperation

COUNTY through SHERIFF and CITY will cooperate in good faith to implement this Agreement.

K. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

L. Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed upon by the parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to either party is lost, then the Agreement may be terminated at the option of the affected party,

with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

M. Representation

CITY'S City Manager, or his or her designee, shall represent CITY in all discussions pertaining to this Agreement. With the exception of the procedures set forth in sections II.E, IV.E, and V.D. concerning services and payment, the SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

N. Job Actions

In the event of a work slowdown, strike, or any other form of job action by those individuals assigned to perform CITY Law Enforcement Services, COUNTY through SHERIFF agrees to provide only that minimal level of service agreed to by CITY and COUNTY, and CITY shall have no responsibility for the cost of SHERIFF's Law Enforcement Services personnel who withhold Law Enforcement Services to CITY under those circumstances.

O. Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the Assistant Sheriff of the Law Enforcement Services Bureau, or his or her designee, and CITY'S City Manager, or his or her designee, will meet and confer within 10 (ten) business days after receiving notice of the dispute in an attempt to resolve the dispute. In the event no agreement can be reached, SHERIFF, or his or her designee, and CITY'S City Manager, or his or her designee, shall meet to discuss resolution of said dispute.

P. Obligation

This AGREEMENT shall be binding upon the successors of the City Manger of CITY, the SHERIFF and the Members of the COUNTY Board of Supervisors.

IN WITNESS WHEREOF, the CITY, by resolution duly adopted by its City Council, has approved the execution of this contract by its Mayor, and the COUNTY, by order of its Board of Supervisors, has approved the execution of this contract on the 4th Day of December, 2007.

CITY

COUNTY OF SAN DIEGO

Mayor

Clerk of the Board of Supervisors

Approved by City Council

Approved by Board of Supervisors

Action _____

Action _____

Date _____

Date _____

By: _____

By: _____

Approved as to form and legality

Approved as to form and legality

By _____
City Attorney

By _____
County Counsel

Date _____

Date _____

EXHIBITS TO THIS AGREEMENT:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E

ATTACHMENT A

CONTRACT LAW ENFORCEMENT PROGRAM

**SERVICE COSTS
FY 2008/2009 (Estimate)**

SERVICE CATEGORY	SALARY & BENEFITS (Prorate If partial year)	START UP COSTS (Full)	RADIO USAGE (Prorate If partial year)
STAFF:			
Deputy Patrol	\$138,035.30	\$6,940.00	\$448.45
Deputy Traffic	\$138,035.30	\$13,860.00	\$448.45
Deputy Motor	\$147,647.02	\$13,860.00	\$448.45
Deputy SPO	\$138,035.30	\$6,940.00	\$448.45
CBO	\$61,963.80	\$2,090.00	\$448.45
Sergeant	\$171,604.35	\$6,940.00	\$448.45
Lieutenants	\$187,062.63	\$6,940.00	\$0.00
Captains	\$217,321.16	\$6,940.00	\$0.00
Admin Sec II	\$67,593.05	\$0.00	\$0.00
Admin Sec I	\$59,655.41	\$0.00	\$0.00
Office Assistant	\$52,826.76	\$0.00	\$0.00
Office Support Specialist	\$66,682.09	\$0.00	\$0.00
Evidence Clerk	\$58,782.86	\$0.00	\$0.00
Sr. Office Assistant	\$63,098.69	\$0.00	\$0.00
Depl. Aide	\$35,566.67	\$0.00	\$0.00
Detective	\$144,900.81	\$6,940.00	\$448.45
Detective Sgt	\$171,604.35	\$6,940.00	\$448.45
AUTO:			
	Cost per auto (Prorate If partial year)		
Patrol Sedan	\$19,532.42		
Patrol 4x4	\$19,509.42		
Traffic Sedan	\$19,645.78		
Motorcycle	\$4,854.76		
Supervisory Sedan	\$7,616.28		
Detective Sedan & Det. Supervisor	\$6,402.28		
SPO - Sedan 4 Dr	\$6,402.28		
SPO - Sedan 2 Dr	\$7,616.28		
SPO - B&W	\$13,020.60		
SPO - Van	\$8,030.60		
CBO - Van	\$5,469.30		
CBO - Sedan 4 Dr	\$6,402.28		

ATTACHMENT B
City of Imperial Beach
 Effective 7/1/07 through 6/30/08
MODIFIED COST CENTER

SERVICE CATEGORY	Staff Cost	# of Staff	Unit Factor	Total Net Cost	Notes
Deputy Patrol	\$ 137,479.10	11.000		1,512,270.10	
Deputy Traffic	\$ 137,479.10	2.000		274,958.20	
Deputy Motor	\$ 147,735.66	2.000		295,471.32	
Deputy SPO	\$ 137,479.10	4.000		549,916.40	
CSO	\$ 57,342.16	4.000		229,368.64	
Sergeant	\$ 164,852.60	4.059		669,107.61	
Station Support Staff				319,355.50	
Detective	\$ 144,316.81	3.000		432,950.42	
Detective Sgt	\$ 173,058.98	0.600		103,835.39	
				<u>4,387,233.57</u>	
Ancillary Support				676,174.51	
Supplies				83,465.94	
Vehicles				255,238.71	
Space				123,730.00	
Management Support				208,624.85	
Liability				49,615.74	
Less: Beat Factor				<u>(2,369.00)</u>	
				1,394,480.74	
Adjustments:	CCCA: Contract City Cooperative Adjustment			(752,356.32)	
				<u>\$ 5,029,358.00</u>	

ATTACHMENT C
OVERHEAD COST DETAIL SHEET

	DEPUTY SHERIFF & SERGEANT	COMMUNITY SERVICE OFFICER
Station Support Staff		
Lieutenants	\$ 3,901.49	\$ 1,950.75
Captains	\$ 2,258.09	\$ 1,129.05
Admin Sec II	\$ 702.33	\$ 351.17
Admin Sec I	\$ 1,187.85	\$ 593.93
Office Assistant	\$ 2,342.13	\$ 1,171.07
Evidence Clerk	\$ 635.37	\$ 317.69
Sr. Office Assistant	\$ 382.82	\$ 191.41
Dept. Aide	\$ 370.35	\$ 185.18
Total	\$ 11,780.43	\$ 5,890.22
Ancillary Support		
Communications Ctr	\$ 10,666.77	\$ 5,333.39
Volunteer Services	\$ 232.37	\$ 116.19
Reserves	\$ -	\$ -
Crime Prevention	\$ 1,547.73	\$ 773.87
Crime Analysis	\$ 1,454.13	\$ 727.07
Traffic Coordinator	\$ 345.36	\$ 172.68
Juvenile Intervention	\$ 2,056.04	\$ 1,028.02
Family Protection	\$ 2,811.91	\$ 1,405.96
Financial Crimes	\$ 2,279.03	\$ 1,139.52
Domestic Violence	\$ 2,622.29	\$ 1,311.15
Homicide	\$ 2,271.92	\$ 1,135.96
Total	\$ 26,287.55	\$ 13,143.78
Supplies		
Station	\$ 2,287.38	\$ 1,143.89
Support Other	\$ 1,196.25	\$ 598.13
Total	\$ 3,483.63	\$ 1,741.82
Space Cost		
Space	\$ 4,281.93	\$ 2,140.97
Total	\$ 4,281.93	\$ 2,140.97
Management Support		
Admin	\$ 1,329.00	\$ 664.50
Fiscal	\$ 835.62	\$ 417.81
Personnel	\$ 2,209.47	\$ 1,104.74
Data Services	\$ 2,039.74	\$ 1,019.87
Other	\$ 683.39	\$ 341.70
Total	\$ 7,097.22	\$ 3,548.61
Grand Total	\$ 52,930.76	\$ 26,485.38

Note:

Deputy, Detective, CSO, Sergeant, Vehicles, & Beat Factor are calculated directly per station.

ATTACHMENT D

SCHEDULE OF 5-YEAR LIABILITY COST

	AMOUNT
FY 2007/2008 (2 qtr projected)	1,582,572
FY 2008/2009	650,000
FY 2009/2010	650,000
FY 2010/2011	650,000
FY 2011/2012	<u>650,000</u>
Total	<u><u>4,182,572</u></u>

(Subject to change based on contract terms)

ATTACHMENT E

VHF Mobile radio

STANDARDIZED EQUIPMENT LIST PATROL STATIONS
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Vehicle Type	Mobile Radio	Handitalk Radio	VHF Mobile Radio	MCT's (1)	VRM Modems	AVL (2)	Light Siren	Plastic Rear Seat	Radar	Push Bar	Gunlock	Winch	Screen
Patrol Sedan	x	x		x	x	x	x	x		x	x		x
Patrol 4X4 (Expedition)	x	x	x	x	x	x	x			x	x	x	x
Patrol 4X4 (Pick Up)	x	x		x	x	x	x			x	x	x	x
Traffic Sedan	x	x		x	x	x	x	x	x	x	x		x
Traffic Motorcycle	x	x							x				
Detective (4-Door)	x	x											
Detective (2-Door)	x	x											
Detective (Black & white)	x	x		x	x	x	x			x	x		x
Detective (Van)	x	x											
CSO (Van)	x	x		x	x		x (3)						
Supervisory Sedan	x	x		No*									

(1) Mobile Computer Terminals - purchased by Communication Center.

(2) Auto Vehicle Locator

(3) Amber warning light in rear deck.

Contract Cities Beat Factor

FY 2008/2009

Based on Calendar year 2007 Actual

Patrol	2007 All Field Events
Del Mar	0.79413
Encinitas	1.00855
Imperial Beach	1.03406
Lemon Grove	1.03737
Poway	0.98273
San Marcos	0.97839
Santee	0.90729
Solana Beach	0.84104
Vista	0.98200

Traffic	2007 All Field Events
Del Mar	0.95852
Encinitas	0.99559
Imperial Beach	0.99743
Lemon Grove	0.99777
Poway	0.99347
San Marcos	0.99310
Santee	1.00285
Solana Beach	0.91176
Vista	0.99315

(For beat factors greater than 1.00, only 1.00 is used)



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: MAY 21, 2008
ORIGINATING DEPT.: PUBLIC WORKS *HCB*
SUBJECT: RESOLUTION AWARDED A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – DEMPSEY HOLDER SAFETY CENTER WOODWORK RESTORATION AND AUTHORIZE THE TRANSFER OF FACILITIES MAINTENANCE FUND 504 ACCOUNT MONEYS TO DEMPSEY HOLDER FACILITY IMPROVEMENT (F05-401) PROJECT

BACKGROUND:

The Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-2008-6574 - included Dempsey Holder Facility Improvements (F05-401), “Refurbish decks and railings and exterior glue lams” as an unfunded element. The exterior woodwork has significantly deteriorated and weathered over the eight years since the facility was constructed and is in need of refurbishment in order to not incur permanent damage to the existing woodwork.

DISCUSSION:

Staff invited a professional in the wood restoration business to analyze the condition of the Dempsey Center exterior woodwork. This professional provided staff with specifications and recommendations. He stated his cost for this refurbishment would be \$40,000; however, he would not compete for the job. Staff proceeded to prepare plans and specifications to refurbish the Dempsey Holder Safety Center exterior wood surfaces using the specifications of this professional. On April 10, 2008, the “Dempsey Holder Safety Center Woodwork Restoration” project Request for Proposals (RFP) was advertised. On May 8, 2008, the bids were opened and evaluated. The following bid was received:

- J.H. Benton Construction, Inc. \$45,700.

Dempsey Holder Facility Improvement, CIP F05-401, listed the “refurbishment of decks, railings and exterior glue lams” however funding was not provided at the time of adoption of the CIP and CIP Amendments. There are currently no funds committed to the CIP F05-401 project. In the adoption of the two-year (FY 2007/2008 and 2008/2009) Operating Budget, City Council approved \$200,000 per fiscal year for the Facilities Maintenance Fund – 504 Account. The purpose of this fund was, “...to provide for the repair and replacement of general capital facilities, including City Hall buildings, roofs, parking lots and other facilities used in City operations.”

It is staff's understanding that the 504 Account was set up to cover emergent unbudgeted/unfunded material deficiencies such as the deterioration of the Dempsey Holder exterior woodwork. To date the City has used approximately \$19,000 from the 504 Account for the repair to the Dempsey Holder Safety Center Fire Suppression System, furnace replacements in Sports Park Recreation Center and Dempsey Holder Safety Center and security system upgrade to Dempsey Holder Safety Center.

Engineer's Estimate was \$40,000.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Facilities Maintenance Fund – 504 Account

• Budget	\$200,000
• Prior expenditures	\$ 19,000
• Proposed expenditure for Dempsey Holder Safety Center Woodwork Restoration	<u>\$ 55,000</u>
○ TOTAL 504 Account funds remaining	\$126,000

NOTE: Staff has separately proposed additional \$20,000 expenditure from the 504 Account for the Fire Department Station Remodel for the "Overhead Roll-up Door Replacement" work as found in resolution 2008-6635.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Authorize the City Manager to move the "refurbishment of decks, railings and exterior glue lams" element of CIP F05-401 project from the "unfunded" category to the "Funded & Pending" category.
3. Adopt the attached resolution awarding a contract to the lowest, responsible qualified bidder.
4. Authorize the City Manager to sign a contract with J.H. Benton Construction, Inc.
5. Authorize the City Manager to approve a purchase order for the Dempsey Holder Safety Center Woodwork Restoration project with J.H. Benton Construction, Inc.
6. Authorize the transfer of \$55,000 from the Facilities Maintenance Fund (504 Account) to the Dempsey Holder Facility Improvements CIP F05-401 project to cover the construction and administrative cost for the "Dempsey Holder Safety Center Woodwork Restoration" work.

CITY MANAGER'S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6634

RESOLUTION NO. 2008-6634

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – DEMPSEY HOLDER SAFETY CENTER WOODWORK RESTORATION AND AUTHORIZE THE TRANSFER OF FACILITIES MAINTENANCE FUND 504 ACCOUNT MONIES TO DEMPSEY HOLDER FACILITY IMPROVEMENT (F05-401) PROJECT

WHEREAS, the Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-2008-6574 - included Dempsey Holder Facility Improvements (F05-401), "Refurbish decks and railings and exterior glue lams" as an unfunded element; and

WHEREAS, the exterior woodwork has significantly deteriorated and weathered over the eight years since the facility was constructed and is in need of refurbishment in order to not incur permanent damage to the existing woodwork; and

WHEREAS, staff invited a professional in the wood restoration business to analyze the condition of the Dempsey Center exterior woodwork who provided the City with specifications and recommendations; and

WHEREAS, staff proceeded to prepare a Request for Proposals using these specifications to refurbish the Dempsey Holder Safety Center exterior wood surfaces; and

WHEREAS, on May 8, 2008, the bids were opened and evaluated with the lowest responsive and qualified bid received from J.H. Benton Construction, Inc. at a bid price of \$45,700; and

WHEREAS, the Dempsey Holder Safety Center Woodwork Restoration work must have new funding in order to cover the cost of the woodwork restoration should City Council chose to authorize the Dempsey Holder Safety Center Woodwork Restoration work; and

WHEREAS, in the adoption of the two-year (FY 2007/2008 and 2008/2009) Operating Budget, City Council approved \$200,000 per fiscal year for the Facilities Maintenance Fund – 504 Account; and

WHEREAS, to date the City has used approximately \$19,000 from the 504 Account for various facility repairs; and

WHEREAS, the Facilities Maintenance Fund – 504 Account, is an eligible account for the payment of the "Refurbish decks and railings and exterior glue lams" element of the Dempsey Holder Facility Improvement (F05-401) project.

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

1. The above recitals are true and correct.
2. The legislative body hereby rejects all proposals for bids except that identified as the lowest responsible bid. The bid of the lowest, responsible qualified bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. _____.
3. The Contractor will not commence construction or order equipment until he/she has

3. The Contractor will not commence construction or order equipment until he/she has received a Notice to Proceed.
4. The works of improvement shall be constructed in the manner and form and in compliance with the requirements set forth in the plans and specifications for the project.
5. The City Manager is authorized to approve a purchase order with the lowest responsible qualified bidder.
6. The legislative body authorizes the transfer of the "Refurbish decks and railings and exterior glue lams" element of CIP F05-401 from the "Unfunded" category to the "Funded & Pending" category.
7. The legislative body authorizes the transfer of \$55,000 from the "Facilities Maintenance Fund – 504 Account" to the CIP F05-401 project.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21ST day of May 2008, by the following roll call vote:

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

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. 2008-6634 – A Resolution of the City Council of the City of Imperial Beach, California, Awarding a Contract for Certain Public Works Project – Dempsey Holder Safety Center Woodwork Restoration and Authorize the Transfer of Facilities Maintenance Fund 504 Account Monies to Dempsey Holder Facility Improvement (F05-401) Project

CITY CLERK

DATE



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY BROWN, CITY MANAGER
MEETING DATE: MAY 21, 2008
ORIGINATING DEPT.: PUBLIC WORKS *HOB*
SUBJECT: RESOLUTION AWARDING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – FIRE STATION OVERHEAD ROLL UP DOOR REPLACEMENT AND AUTHORIZING THE TRANSFER OF FACILITIES MAINTENANCE FUND 504 ACCOUNT MONIES TO FIRE DEPARTMENT STATION REMODEL (F05-204) PROJECT

BACKGROUND:

The Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-6574 - included Fire Department Station Remodel (F05-204), "Replace Roll Up Doors" as an unfunded element. The installed roll up doors has increasingly become a burdensome maintenance problem. Recently when the doors failed, the Fire Truck(s) in the building were unable to exit out the front of the building; thus, impacting the response time to public emergencies. These doors are more than 20-years old and are worn beyond economical repair.

DISCUSSION:

Following discussions with the maintenance vendor, city maintenance employees and public safety officials, it was decided that staff should recommend to City Council that these doors be replaced and not to expend any further funds on maintenance to a worn out system. Staff proceeded to prepare plans and specifications to advertise for request for proposal (RFP) to replace two of the fire station overhead roll up doors. On April 10, 2008, the Fire Station Overhead Roll Up Door Replacement RFP was advertised. On May 8, 2008, the bids were opened and evaluated. The following bid was received:

- RMV Construction \$16,666

Fire Department Station Remodel, CIP F05-204, listed the roll up doors for replacement; however, funding was not provided at the time of adoption of the CIP and CIP Amendments. The Fire Department Station Remodel work that was recently completed – February 2008 – expended most of the budgeted funds. Thus, the roll up door replacement must have new funding in order to cover the cost of the roll up doors should City Council chose to authorize the roll up door replacement. In the adoption of the two-year (FY 2007/2008 and 2008/2009) Operating Budget, City Council approved \$200,000 per fiscal year for the Facilities Maintenance Fund – 504 Account. The purpose of this fund was, "...to provide for the repair and replacement of general capital facilities, including City Hall buildings, roofs, parking lots and

replacement of general capital facilities, including City Hall buildings, roofs, parking lots and other facilities used in City operations.”

It is staff’s understanding that the 504 Account was set up to cover emergent unbudgeted/unfunded material deficiencies such as the deterioration of the Fire Station Overhead Roll Up Doors. To date the City has used approximately \$19,000 from the 504 Account for the repair to the Dempsey Holder Safety Center Fire Suppression System, furnace replacements in Sports Park Recreation Center and Dempsey Holder Safety Center and security system upgrade to Dempsey Holder Safety Center.

Engineer’s Estimate was \$23,000.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Facilities Maintenance Fund – 504 Account

• Budget	\$200,000
• Prior expenditures	\$ 19,000
• Proposed expenditure for Fire Station Roll Up Door Replacement	\$ 20,000
○ TOTAL 504 Account funds remaining	<u>\$161,000</u>

NOTE: Staff has separately proposed an additional \$55,000 expenditure from the 504 Account for the Dempsey Holder Safety Facility Improvements for the “woodwork restoration” work as found in resolution 2008-6634.

DEPARTMENT RECOMMENDATION:

1. Receive this report.
2. Authorize the City Manager to move the “Replace Roll Up Doors” element of CIP F05-204 project from the “Unfunded” category to the “Funded & Pending” category.
3. Adopt the attached resolution awarding a contract to the lowest, responsible qualified bidder.
4. Authorize the City Manager to sign a contract with RMV Construction.
5. Authorize the City Manager to approve a purchase order for the Fire Station Overhead Rollup Door Replacement with RMV Construction.
6. Authorize the transfer of \$20,000 from the Facilities Maintenance Fund (504 Account) to the Fire Department Station Remodel CIP F05-204 project to cover the construction and administrative cost for the “Replace Roll Up Doors” installation.

CITY MANAGER’S RECOMMENDATION:

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2008-6635

RESOLUTION NO. 2008-6635

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARING A CONTRACT FOR CERTAIN PUBLIC WORKS PROJECT – FIRE STATION OVERHEAD ROLL UP DOOR REPLACEMENT AND AUTHORIZING THE TRANSFER OF FACILITIES MAINTENANCE FUND 504 ACCOUNT MONIES TO FIRE DEPARTMENT STATION REMODEL (F05-204) PROJECT

WHEREAS, the Five-Year Capital Improvement Program Budget Fiscal Year 2004/2005 through Fiscal Year 2008/2009 adopted by Resolution No. 2005-6089 and as amended December 7, 2005 – Resolution No. 2005-6253 and February 6, 2008 – Resolution No. 2008-6574 - included Fire Department Station Remodel (F05-204) project, "Replace Roll Up Doors" as an unfunded element; and

WHEREAS, the installed roll up doors have increasingly become a burdensome maintenance problem; and

WHEREAS, these doors are more than 20-years old and are worn beyond economical repair; and

WHEREAS, staff prepared plans and specifications to advertise for request for proposal (RFP) to replace two of the fire station overhead roll up doors; and

WHEREAS, on May 8, 2008, the bids were opened and evaluated with the lowest responsive and qualified bid received from RMV Construction at a bid price of \$16,666; and

WHEREAS, the roll up door replacement must have new funding in order to cover the cost of the roll up doors should City Council chose to authorize the roll up door replacement; and

WHEREAS, in the adoption of the two-year (FY 2007/2008 and 2008/2009) Operating Budget, City Council approved \$200,000 per fiscal year for the Facilities Maintenance Fund – 504 Account; and

WHEREAS, to date the City has used approximately \$19,000 from the 504 Account for various facility repairs; and

WHEREAS, the Facilities Maintenance Fund – 504 Account, is an eligible account for the payment of the "Replace Roll Up Doors" element of the Fire Department Station Remodel (F05-204) project.

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

1. The above recitals are true and correct.
2. The legislative body hereby rejects all proposals for bids except that indentified as the lowest responsible bid. The bid of the lowest, responsible qualified bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. _____.
3. The Contractor will not commence construction or order equipment until he/she has received a Notice to Proceed.
4. The works of improvement shall be constructed in the manner and form and in compliance with the requirements set forth in the plans and specifications for the project.

5. The City Manager is authorized to approve a purchase order with the lowest responsible qualified bidder.
6. The legislative body authorizes the transfer of the "Replace Roll Up Doors" element of CIP F05-204 from the "Unfunded" category to the "Funded & Pending" category.
7. The legislative body authorizes the transfer of \$20,000 from the "Facilities Maintenance Fund – 504 Account" to the CIP F05-204 project.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 21st day of May 2008, by the following roll call vote:

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

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. 2008-6635 – A Resolution of the City Council of the City of Imperial Beach, California, Awarding a Contract for Certain Public Works Project – Fire Station Overhead Roll Up Door Replacement and Authorizing the Transfer of Facilities Maintenance Fund 504 Account Monies to Fire Department Station Remodel (F05-204) Project

CITY CLERK

DATE