



# A G E N D A

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



JUNE 15, 2011

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**

#### **1. CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6:

Agency Negotiator: City Manager  
Employee organizations: Imperial Beach Firefighters' Association (IBFA)  
Service Employees International Union (SEIU), Local 221  
Unrepresented Employees  
Management

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

### **REGULAR MEETING CALL TO ORDER BY MAYOR**

### **ROLL CALL BY CITY CLERK**

### **PLEDGE OF ALLEGIANCE**

### **AGENDA CHANGES**

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

### **COMMUNICATIONS FROM CITY STAFF**

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

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)**

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

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

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

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

City Manager's Recommendation: Ratify the following registers: Accounts Payable Numbers 78380 through 78461 with the subtotal amount of \$1,256,046.16 and Payroll Checks 43851 through 43888 for the pay period ending 05/19/11 with the subtotal amount of \$159,950.85 for a total amount of \$1,415.997.01.

**2.2 RESOLUTION NO. 2011-7055 APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE J. SIMMS AGENCY TO PROVIDE PUBLIC RELATION SERVICES. (0160-05)**

City Manager's Recommendation: Adopt resolution.

**2.3 RESOLUTION NO. 2011-7056 APPROVING CITY COUNCIL POLICY 409 – INVESTMENT POLICY. (0350-95 & 0410-95)**

City Manager's Recommendation: Adopt resolution.

**ITEM NO. 3.1 – TIME SPECIFIC FOR 7:00 P.M.**

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

**3.1 CONSIDERATION OF ORDINANCE NOS. 2011-1118 AND 2011-1119 PERTAINING TO MEDICAL MARIJUANA DISTRIBUTION FACILITIES. (0610-95)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report;
3. Receive public comments;
4. Close the public hearing;
5. Mayor calls for the introduction of Ordinance No. 2011-1118 (Business ordinance), "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING TITLE 4 (BUSINESS LICENSING AND REGULATION) OF THE IMPERIAL BEACH MUNICIPAL CODE BY ADDING CHAPTER 4.60 (MEDICAL MARIJUANA DISTRIBUTION FACILITIES)";
6. City Clerk reads title of Ordinance No. 2011-1118;
7. Motion to dispense first reading of Ordinance No. 2011-1118 and set the matter for adoption at the next regularly scheduled City Council meeting;
8. Mayor calls for the introduction of Ordinance No. 2011-1119 (Zoning ordinance), "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADDING CHAPTER 19.61 (MEDICAL MARIJUANA DISTRIBUTION FACILITIES) TO TITLE 19 (ZONING) OF THE IMPERIAL BEACH MUNICIPAL CODE AND REPEALING ORDINANCE NO. 2010-1107";
9. City Clerk reads title of Ordinance No. 2011-1119; and
10. Motion to dispense first reading of Ordinance No. 2011-1119 and set the matter for adoption at the next regularly scheduled City Council meeting.

## **ORDINANCES – SECOND READING & ADOPTION (4.1)**

### **4.1 ORDINANCE NO. 2011-1117 – AFFIRMATIVE ACTION. (0380-95)**

City Manager's Recommendation:

1. Receive report;
2. Mayor calls for the second reading of the title of Ordinance No. 2011-1117;
3. City Clerk to read title of Ordinance No. 2011-1117 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH REPEALING CHAPTER 2.44 OF THE IMPERIAL BEACH MUNICIPAL CODE REGARDING AFFIRMATIVE ACTION IN PUBLIC CONTRACTING"; and
4. Motion to waive further reading and adopt Ordinance No. 2011-1117.

## **PUBLIC HEARINGS (5.1-5.3)**

### **5.1 RESOLUTION NO. 2011-7058 – 741 HICKORY COURT: NOTICE TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS. (0470-20)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report and entertain any objections or protests;
3. Close the public hearing; and
4. Consider adoption of Resolution No. 2011-7058, finding and declaring that the notice and order to eliminate substandard and public nuisance conditions(s), regarding the property at 741 Hickory Court is appropriate, determining that conditions exist which constitute substandard and public nuisance conditions, ordering the abatement of substandard and public nuisance conditions, and assessing costs of abatement, and civil penalties holding the \$1,350.00 in civil penalties in abeyance.

### **5.2 RESOLUTION NO. 2011-7054 – CASEY MAMMEN (APPLICANT)/JIM TONDELLI (OWNER), AN ADMINISTRATIVE COASTAL PERMIT (ACP 080058), CONDITIONAL USE PERMIT (CUP 080059), AND ADMINISTRATIVE SIGN PERMIT (ASP 080060) FOR A CHURCH USE ("THE POTTER'S HOUSE CHRISTIAN FELLOWSHIP CHURCH") TO OCCUPY AN EXISTING VACANT BUILDING LOCATED AT 808 13<sup>th</sup> STREET (APN 626-342-15-00), IN THE R-2000 (MEDIUM-DENSITY RESIDENTIAL) ZONE. MF 999 (0600-20)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report and entertain testimony;
3. Close the public hearing; and
4. Consider adoption of Resolution No. 2011-7054, approving an Administrative Coastal Permit (ACP 080058), Conditional Use Permit (CUP 080059), and Administrative Sign Permit (ASP 080060) which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

### **5.3 RESOLUTION NO. 2011-7052 – COASTAL DEVELOPMENT PERMIT (ACP 110014) FOR THE IMPERIAL BEACH ECO-BIKE TRAFFIC-CALMING PROJECT ON PALM AVENUE. MF 934. (0600-20)**

City Manager's Recommendation:

1. Declare the public hearing open;
2. Receive report and entertain testimony;
3. Close the public hearing; and
4. Adopt Resolution No. 2011-7052, approving Administrative Coastal Development Permit (ACP) 110014, which makes the necessary findings and provides conditions of approval in compliance with local and state requirements.

**REPORTS (6.1-6.4)**

**6.1 RESOLUTION NOS. 2011-7057 AND R-11-263 APPROVING FISCAL YEAR 2011-12 AND 2012-13 OPERATING BUDGETS. (0330-30)**

City Manager's Recommendation:

1. Receive report; and
2. Adopt Resolutions.

**6.2 RESOLUTION NO. 2011-7053 AND NO. R-11-261 AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VERONICA TAM AND ASSOCIATES TO PREPARE THE 2013-2020 FIFTH CYCLE HOUSING ELEMENT AND AUTHORIZING THESE SERVICES TO BE FUNDED THROUGH REDEVELOPMENT HOUSING FUNDS. MF 1060. (0660-90)**

City Manager's Recommendation:

1. Receive report; and
2. Adopt Resolutions.

**6.3 APPOINTMENT OF ONE COUNCILMEMBER TO SERVE AS A MEMBER OF THE OTAY RIVER MANAGEMENT PLAN POLICY COMMITTEE. (0410-70 & 0770-85)**

City Manager's Recommendation:

1. Receive report;
2. Mayor appoint a Councilmember to represent the City on the Otay River Management Plan Policy Committee in accordance with Chapter 2.18.010.C of the I.B.M.C.;and
3. City Council approve Mayor's appointment.

**6.4 RESOLUTION NO. 2011-7059 AND RESOLUTION NO. R-11-264 AUTHORIZING AN AGREEMENT AND INCREASING THE CONTRACT AMOUNT WITH PROJECT DESIGN CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR THE STATE ROUTE 75/DELAWARE AND 7<sup>TH</sup> STREETS INTERSECTION PROJECT. (0640-05)**

City Manager's Recommendation:

1. Receive report; and
2. Adopt resolutions.

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

**ADJOURNMENT**

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

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

[www.cityofib.com](http://www.cityofib.com).

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/s/  
Jacqueline M. Hald, MMC  
City Clerk



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER  
**MEETING DATE:** 6/15/2011  
**ORIGINATING DEPT.:** PUBLIC WORKS *HAL*  
**SUBJECT:** RECYCLE ALL-STAR AWARD PRESENTATION

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**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 5/27/2011, City inspectors canvassed the 800-900 blocks of Emory St. in search of a Recycling All-Star. The following resident was selected as the Recycle All-Star for the month of June: Naima Finnie.

The above resident has been notified of her award by telephone and letter and invited to accept the Recycle All-Star award at the 6/15/2011 City Council meeting.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

Not a project as defined by CEQA.

**FISCAL ANALYSIS:**

None

**DEPARTMENT RECOMMENDATION:**

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

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
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Gary Brown, City Manager



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** GARY BROWN, CITY MANAGER  
**MEETING DATE:** June 15, 2011  
**ORIGINATING DEPT.:** Michael McGrane *m2*  
 Finance Director  
**SUBJECT:** RATIFICATION OF WARRANT REGISTER

**BACKGROUND:**

None

**DISCUSSION:**

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

Vendor	Check	Amount	Description
City of San Diego	78400	\$589,045.00	4 <sup>th</sup> Qtr FY2011 Metro Sewer Charge
SD County Sheriff	78435	451,863.12	April 2011 Law Enforcement Services

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

The following registers are submitted for Council ratification.

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
<u>Accounts Payable</u>		
78380	05/24/11	\$ 24,695.21
78381-78449	05/27/11	1,206,909.34
78450-78461	06/02/11	24,441.61
	<b>Sub-Total</b>	<b>\$ <u>1,256,046.16</u></b>

**PAYROLL CHECKS:**

<b>43851-43888</b>	<b>P.P.E. 05/19/11</b>	<b>\$ 159,950.85</b>
		<b>\$ <u>159,950.85</u></b>
	<b>TOTAL</b>	<b>\$ <u>1,415,997.01</u></b>

**FISCAL IMPACT:**

Warrants are issued from budgeted funds.

**DEPARTMENT RECOMMENDATION:**

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

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

  
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Gary Brown, City Manager

**Attachments:**

1. Warrant Registers

PREPARED 06/06/2011, 9:06:41  
 PROGRAM: GM350L  
 CITY OF IMPERIAL BEACH

A/P CHECKS BY PERIOD AND YEAR  
 FROM 05/24/2011 TO 06/03/2011

PAGE 1  
 BANK CODE 00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/24/2011	78380	CTE INC, CLARK TELECOM & ELECT	2316			24,695.21	
	101-5020-532.20-06	05/12/2011	ST LIGHTING UPGRADE PROJ	00000849	110874 11/2011	4,203.44	
	101-5020-532.20-06	05/12/2011	STREE LIGHTING UPGRADE PR	00000850	110874 11/2011	20,491.77	
<i>VOIDED CKS # 78381-78385</i>							
05/27/2011	78386	U.S. BANK	1873			21,463.55	
	101-1210-413.28-12	02/05/2011	SUGA MEMBERSHIP 2011	2011IMPB	111122 10/2011	195.00	
	101-1130-412.28-14	03/18/2011	ADA BROCHURES-HR DEPT	621044	111103 10/2011	65.30	
	502-1922-419.30-02	03/21/2011	ERGO MOUSE/KEYBOARD-BROWN	10448	111103 10/2011	455.55	
	101-5020-432.28-04	03/29/2011	INTERVIEW PANEL REFRSHMNT	005357	111103 10/2011	7.68	
	101-5020-432.28-04	03/29/2011	INTERVIEW PANEL LUNCH	013976	111103 10/2011	24.00	
	101-6010-451.29-04	03/29/2011	MUSIC ROOM EQUIPMENT	ARINV07055848	111107 10/2011	194.02	
	101-6010-451.30-02	03/29/2011	CLEANING SUPPLIES	010331/7015290	111107 10/2011	77.32	
	101-1130-412.30-02	04/05/2011	CR FOR ADOBE RETURN	116521246	111103 10/2011	199.00	
	101-1010-411.30-02	04/21/2011	PARKING FEE/JANNEY	044517	111106 10/2011	10.00	
	101-6010-451.30-02	04/08/2011	CLEANING/REPAIR ITEMS	051612/7580902	111107 10/2011	50.08	
	101-6010-451.30-02	04/08/2011	CAFE SNACK ITEMS	064163	111107 10/2011	133.91	
	101-6010-451.28-01	04/11/2011	DOOR KNOB	024784/4571515	111107 10/2011	8.67	
	101-6010-451.30-02	04/12/2011	CLEANING SUPPLIES	043885/3593786	111107 10/2011	40.90	
	101-6010-451.28-01	04/14/2011	REPAIR ITEMS	089803/1020267	111107 10/2011	61.00	
	503-1923-419.21-04	03/14/2010	WEBSITE RENWL TO MAR 2011	26081	111123 10/2011	1,140.00	
	503-1923-419.20-06	03/08/2011	CREDIT FOR CHARGE ERROR	29612765897961	111123 10/2011	44.85	
	503-1923-419.21-04	03/21/2011	WEBSITE RENWL TO MAR 2012	28277	111123 10/2011	1,250.00	
	503-1923-419.20-06	03/24/2011	CRAIGSLIST AD-WEB DEVELOP	2283886881	111123 10/2011	25.00	
	503-1923-419.28-04	03/30/2011	LOPEZ/WORK LATE FOOD	022614	111123 10/2011	8.78	
	405-1260-413.20-06	04/05/2011	PADLOCKS-RDA PROPERTIES	000133/0102487	111094 10/2011	38.74	
	101-3040-424.28-12	04/07/2011	ADAME,R-NFPA MEMBERSHIP	5188627Y	111099 10/2011	150.00	
	101-1110-412.29-02	04/20/2011	EMP APPRECIATION	831549418	111110 10/2011	100.00	
	101-1110-412.29-02	04/21/2011	EMPL APPRECIATION	601-7601283-195	111110 10/2011	101.95	
	503-1923-419.28-04	04/11/2011	LOPEZ,H-CONF LODGING	04-11-2011	111123 10/2011	110.88	
	503-1923-419.30-01	04/11/2011	LOPEZ,H-SUGA CONF REG	201104110015	111123 10/2011	410.00	
	503-1923-419.30-01	04/11/2011	OFFICE SUPPLIES	2136	111123 10/2011	16.93	
	101-0000-121.01-01	03/14/2011	BUANGAN,E-EMP COMP LOAN	W294029383	10/2011	548.67	
	101-3020-422.30-02	03/18/2010	SCBA REPAIR/MAINT	142527	111115 10/2011	27.19	
	101-3020-422.30-02	07/08/2010	SCBA REPAIR/MAINT	144842	111115 10/2011	401.02	
	101-3020-422.30-02	07/21/2010	SCBA REPAIR/MAINT	145031	111115 10/2011	22.33	
	101-3020-422.30-02	10/04/2010	SCBA REPAIR/MAINT	146842	111115 10/2011	21.59	
	101-3020-422.21-02	02/13/2011	PROJECT SHELF-FIRE CHIEF	1170	111115 10/2011	240.95	
	101-1230-413.30-01	03/30/2011	OFFICE SUPPLIES	51733547	111100 10/2011	12.68	
	405-1260-413.30-01	03/30/2011	OFFICE SUPPLIES	51733547	111100 10/2011	13.71	
	101-3020-422.21-02	03/29/2011	SHERIFF APPRECIATION GIFT	000943	111115 10/2011	21.71	
	101-3020-422.28-04	03/29/2011	FRENCH,J-TRNSPRTN TO TRNG	136338094849	111115 10/2011	729.40	
	101-3020-422.28-09	03/30/2011	CERTIFIED MAILING FEES	060188	111115 10/2011	11.52	
	101-5010-431.30-02	03/21/2011	GUERRERO,A-WORK BOOTS	013585314390	111127 10/2011	135.92	
	101-1230-413.30-01	04/14/2011	OFFICE SUPPLIES	561022381001	111100 10/2011	43.36	
	101-3040-424.30-01	04/14/2011	OFFICE SUPPLIES	561022381001	111100 10/2011	56.06	
	101-1230-413.30-01	04/19/2011	BINDERS/FOLDERS	561610149001	111100 10/2011	44.27	
	101-3020-422.28-09	04/01/2011	CERTIFIED MAILING FEES	056286	111115 10/2011	6.15	
	101-3020-422.30-02	03/31/2011	FIRE STATION SUPPLIES	072989	111117 10/2011	169.02	
	101-3030-423.28-11	03/23/2011	LG LOGO STICKERS	12.8	111121 10/2011	70.68	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
402-5000-532.20-06	04/12/2011	MAILING FEES/ZONING RVIEW	088628	111098	10/2011	34.03
101-3030-423.28-11	04/04/2011	LG PLAQUE ENGRAVING	04-04-2011	111121	10/2011	5.38
101-3030-423.30-02	04/05/2011	SPARE LOCKER KEY	058865	111121	10/2011	1.49
101-3030-423.25-03	04/07/2011	UNIFORM CAPT BARS	71190	111121	10/2011	9.78
101-3030-423.25-03	04/08/2011	SEW UNIFORM PATCHES	13-12416	111121	10/2011	13.00
101-3030-423.25-03	04/14/2011	UNIFORM SHOES	019296	111121	10/2011	54.36
101-3030-423.28-01	04/14/2011	WASH COMMAND VEHICLE	070028	111121	10/2011	9.99
101-1910-419.30-02	02/23/2011	WOOD BLINDS/SAFETY CTR	336414	111134	10/2011	416.49
405-5030-433.30-02	03/30/2011	GRAFFITIT PAINT-STOCK	03-30-2011	111130	10/2011	34.30
101-6040-454.30-02	03/22/2011	TRELLIS PAINT/ROUTER BIT	075965/4561667	111134	10/2011	118.54
101-6040-454.30-22	03/22/2011	TRELLIS PAINT/ROUTER BIT	075965/4561667	111134	10/2011	33.68
101-1910-419.30-02	03/24/2011	PAINT SUPPLY/ADDRESS #'S	090036/2591572	111134	10/2011	5.15
101-6040-454.30-02	03/24/2011	PAINT SUPPLY/ADDRESS #'S	090036/2591572	111134	10/2011	46.57
101-6040-454.30-02	03/29/2011	IRRIGATION TIMER	06535973-00	111134	10/2011	681.43
101-6040-454.30-02	03/29/2011	GAZANIA PLANT	1-551711	111134	10/2011	70.63
101-6040-454.30-02	03/30/2011	SCREWS/WASHERS/PLANTS	056929/6191246	111134	10/2011	9.02
101-6040-454.30-02	03/30/2011	SCREWS/WASHERS/PLANTS	056929/6191246	111134	10/2011	103.97
405-5030-433.30-02	04/18/2011	SAFETY VESTS/GLOVES	15051478	111130	10/2011	82.44
101-6040-454.30-02	04/01/2011	TOT LOT REPAIR SPRINGS	S064988	111134	10/2011	377.36
101-6040-454.30-02	04/11/2011	PLANTS-DAHLIA ST END	1-556253	111134	10/2011	130.37
101-6040-454.30-02	04/12/2011	MISC SUPPLIES/TOOLS	027470/3193958	111134	10/2011	28.24
101-6040-454.30-02	04/12/2011	MISC SUPPLIES/TOOLS	027470/3193958	111134	10/2011	11.40
101-6040-454.30-02	04/12/2011	MISC SUPPLIES/TOOLS	027470/3193958	111134	10/2011	26.59
101-6040-454.30-22	04/12/2011	MISC SUPPLIES/TOOLS	027470/3193958	111134	10/2011	46.03
101-6040-454.30-02	04/27/2011	PATIO UMBRELLAS	14144	111134	10/2011	967.88
101-3030-423.30-02	03/22/2011	STORAGE SHELVES MATERIAL	001941/4013585	111120	10/2011	14.06
101-3030-423.30-02	03/27/2011	PWC FUEL	089456	111120	10/2011	22.24
101-3030-423.30-02	03/27/2011	WOOD FOR SHELIVING	093770/9014836	111120	10/2011	8.05
101-3030-423.30-02	03/31/2011	CLEANING SUPPLIES	314201	111120	10/2011	95.71
101-3030-423.30-02	04/02/2011	SHOVELS/STORAGE	024037/3201856	111120	10/2011	36.76
101-3030-423.30-02	04/05/2011	LOCKER ROOM KEY RPLCMNT	017628	111120	10/2011	1.75
101-3030-423.28-01	04/05/2011	SHOWER CURTAIN REPLACEMNT	047364	111120	10/2011	15.20
101-3030-423.30-02	04/05/2011	PWC FUEL	096082	111120	10/2011	21.35
101-3030-423.25-03	04/05/2011	RETURNED UNIFORM PANTS	70989	111120	10/2011	86.99-
101-3030-423.25-03	04/05/2011	ALVAREZ,O-LG UNIFORMS	71009	111120	10/2011	240.30
101-3030-423.30-02	04/08/2011	BATTERIES	074675/7193203	111120	10/2011	7.58
101-3030-423.30-02	04/17/2011	HOSE SYSTEM MATERIAL	042219/8197930	111120	10/2011	53.72
101-3030-423.28-01	04/17/2011	TOWER REPAIR/MAINT MTRL	1602	111120	10/2011	6.34
101-3030-423.25-03	04/20/2011	LG UNIFORM ITEMS	72774	111120	10/2011	152.23
101-1020-411.28-04	04/18/2011	CORTEZ, DCC QRTLY MTG	016185	111158	10/2011	10.08
101-1230-413.29-02	03/24/2011	EMPLOYEE APPRECIATION	W59389510000	111097	10/2011	50.00
101-6010-451.30-02	03/17/2011	CAFE SNACK ITEMS	100015084	111104	10/2011	348.85
101-6010-451.30-02	03/24/2011	CAFE SNACK ITEMS	220479644	111104	10/2011	393.51
101-1230-413.28-12	04/09/2011	WADE,G-ULI MEMBERSHIP	1285815	111097	10/2011	225.00
101-1230-413.28-04	04/19/2011	WADE,G= SANDAG PRKG FEES	052776	111097	10/2011	9.00
101-3030-423.30-02	04/11/2011	TRUCK RACK PARTS	063376/4593660	111118	10/2011	53.27
101-3035-423.30-02	04/13/2011	JR LG MAGNETS	55ZG1-QA058-OH6	111118	10/2011	217.49
601-5050-436.30-02	04/05/2011	ENVRNMNTL DIGITAL CAMEREA	090097	111156	10/2011	173.89
501-1921-419.28-15	04/05/2011	GAS WHILE OUT OF CITY	706036	111156	10/2011	15.02
601-5050-436.30-02	04/07/2011	CALIBRATION FLUID	37	111156	10/2011	23.57

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601-5050-436.30-02	04/15/2011	BUNGEE CORDS-EVENT BANNER	023225/0564683	111156 10/2011 14.99
601-5050-436.30-02	04/18/2011	GARAGE SALE MAP PAPER	4147088	111156 10/2011 16.05
101-1920-419.21-04	03/17/2011	CITY MUSIC LICENSE AGMT	03-17-2011	111093 10/2011 309.00
101-1920-419.21-04	03/29/2011	CITY MUSIC LICENSE AGMT	59311650003006	111093 10/2011 309.00
101-3020-422.30-02	03/25/2011	CAR CHARGER	035802	111113 10/2011 23.91
101-5010-431.30-02	03/23/2011	STAPLES	096490/3574315	111141 10/2011 8.36
101-1020-411.28-04	04/04/2011	HALD,J-SHUTTLE RESERVATIO	STE-0288680-064	111093 10/2011 48.00
101-1010-411.28-04	04/21/2011	KING,J-PARKING FEES	092961	111108 10/2011 4.00
101-6040-454.30-02	04/06/2011	SAFETY GLASSES	075232/9563553	111136 10/2011 32.41
101-6040-454.30-02	04/08/2011	IRRIGATION SUPPLIES	4175522-A-1	111136 10/2011 319.49
101-5010-431.30-02	04/04/2011	REBAR	016051/1011041	111141 10/2011 12.98
101-5010-431.30-02	04/04/2011	REBAR TIWIRE/TEMP HARDBRD	081407/1011039	111141 10/2011 84.44
101-5010-431.30-02	04/07/2011	CUTOFF BLADES	076739/8571136	111141 10/2011 20.55
101-5010-431.30-02	04/07/2011	CUTOFF BLADES/U KNIFE	084659/8571069	111141 10/2011 35.51
101-5010-431.30-02	04/07/2011	REFUND CUTOFF BLADES	8251446	111141 10/2011 20.55-
601-5060-436.30-22	03/29/2011	HAND TOOLS	011397/7015282	111125 10/2011 178.38
101-5010-431.30-02	03/29/2011	CONCRETE ON TRAILER MIXER	92690211-001	111126 10/2011 358.88
101-1110-412.28-04	04/20/2011	CTY MNGR/ATTY LUNCHEON	097694	111105 10/2011 20.40
101-1110-412.29-04	04/01/2011	PHOTO ARCHIVAL PROJECT	04-01-2011	111112 10/2011 162.88
101-1010-411.28-04	04/06/2011	04/06/11 COUNCIL DINNER	045351	111112 10/2011 43.88
101-1110-412.29-04	04/11/2011	DONATION IN MEMORY-BIXLER	4452-9510-8208-	111112 10/2011 50.00
101-1010-411.28-04	04/13/2011	04/13/11 WRKSHP DINNER	064314	111112 10/2011 71.75
101-1110-412.28-04	04/19/2011	POSADA,M-IAAP LUNCHEON	04-19-2011	111112 10/2011 103.20
601-5060-436.30-02	04/07/2011	BLACK SPRAY PAINT	082026/8563608	111125 10/2011 3.89
601-5060-436.28-01	04/19/2011	PS#8 VENT PARTS	IN000069202	111125 10/2011 295.80
101-5010-431.30-02	04/04/2011	PAINT AND SUPPLIES	063061/1563294	111126 10/2011 92.69
101-5010-431.30-02	04/05/2011	CONCRETE TRAILER MIX	92803199-001	111126 10/2011 179.44
101-1130-412.28-07	05/10/2011	JOB POSTING	A11014	111112 10/2011 490.00
101-5010-431.21-23	03/29/2011	BOLTS/TEMPLATE-FLASHER	329268	111140 10/2011 61.43
501-1921-419.28-16	03/15/2011	PRESSURE GAUGE	460344	111143 10/2011 89.21
501-1921-419.28-16	03/23/2011	#143 PCM REPLACED	CHCS414451	111143 10/2011 791.62
501-1921-419.29-04	04/21/2011	CAR WASH	045753	111132 10/2011 10.99
101-5010-431.30-02	04/01/2011	MEASURING TAPE	084957/4570284	111140 10/2011 70.64
101-5010-431.30-02	04/14/2011	SHOP TOWELS/DUCT TAPE	047028/1581726	111140 10/2011 25.99
101-5010-431.30-02	04/14/2011	SCREWS/DRIVERS	165558	111140 10/2011 522.75
101-5010-431.30-02	04/15/2011	NUTS/BOLTS/WASHERS	027271	111140 10/2011 49.37
501-1921-419.28-16	04/06/2011	SENDER/OIL PRESS	460597	111143 10/2011 70.89
501-1921-419.28-16	04/18/2011	E-39 REAR LIGHT	460681	111143 10/2011 42.49
101-1910-419.20-18	04/19/2011	YRLY FIRE EXTINGUISHER SV	E74-8	111143 10/2011 325.00
101-6040-454.20-18	04/19/2011	YRLY FIRE EXTINGUISHER SV	E74-8	111143 10/2011 20.00
501-1921-419.20-18	04/19/2011	YRLY FIRE EXTINGUISHER SV	E74-8	111143 10/2011 270.00
101-1910-419.30-02	03/26/2011	TABANOU,M-SAFETY BOOTS	044159	111142 10/2011 150.00
101-5020-432.30-02	04/04/2011	DIGITAL CAMERA/G&F SUPRVR	1016524609	111145 10/2011 89.99
101-5010-431.30-02	04/06/2011	CONCRETE SACK MIX	92824488-001	111145 10/2011 369.75
101-5010-431.30-02	04/20/2011	CELL PHONE HOLSTERS	691076	111145 10/2011 65.20
101-6020-452.30-02	04/20/2011	CELL PHONE HOLSTERS	691076	111145 10/2011 48.90
101-6040-454.30-02	04/20/2011	CELL PHONE HOLSTERS	691076	111145 10/2011 32.61
405-5030-433.30-02	04/20/2011	CELL PHONE HOLSTERS	691076	111145 10/2011 16.30
101-6020-452.30-02	04/12/2011	IRRIGATION SUPPLIES	4191792-A-1	111146 10/2011 22.54

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101-6020-452.30-02	04/18/2011	IRRIGATION SUPPLIES/PLANT	062217/7195046	111146	10/2011		42.90
101-6020-452.30-02	04/18/2011	IRRIGATION SUPPLIES/PLANT	062217/7195046	111146	10/2011		42.90
101-6020-452.30-02	04/19/2011	PAINT SUPPLIES	012734/6015025	111146	10/2011		18.47
101-6020-452.30-02	04/19/2011	PAINT SUPPLIES	012734/6015025	111146	10/2011		18.44
101-6020-452.30-02	04/19/2011	PAINT SUPPLIES	012734/6015025	111146	10/2011		18.44
101-6020-452.30-02	04/19/2011	PAINT SUPPLIES	012734/6015025	111146	10/2011		18.44
101-1910-419.30-02	03/21/2011	SILICONE/RUBBER TIPS	077961/5561439	111133	10/2011		27.48
101-1910-419.30-02	03/21/2011	BURNER VALVE	826586	111133	10/2011		51.62
101-1910-419.25-02	03/28/2011	SCOFFOLD RENTAL	2667	111133	10/2011		79.50
101-1910-419.30-02	03/29/2011	SILICONE CAULK	078579/7575066	111133	10/2011		38.78
501-1921-419.30-22	03/23/2011	CELL PHONE BELT HOLDER	000547/3201462	111144	10/2011		6.49
501-1921-419.30-02	03/28/2011	TARP MATERIAL-FUEL TANK	001302	111144	10/2011		158.04
101-1910-419.30-02	04/05/2011	SEALANT/UTILITY KNIVES	013314/0570770	111133	10/2011		11.35
101-6040-454.30-02	04/05/2011	SEALANT/UTILITY KNIVES	013314/0570770	111133	10/2011		10.68
101-6040-454.30-02	04/07/2011	WATER HEATER HOSE	033165/3563663	111133	10/2011		16.28
101-6040-454.30-02	04/07/2011	WATER HEATER	033693/3563594	111133	10/2011		258.83
101-6040-454.30-02	04/11/2011	FOAM SEALANT	033374/4593605	111133	10/2011		15.16
101-6040-454.30-02	04/20/2011	PLEXIGLASS PANELS	83197	111133	10/2011		143.55
101-5010-431.30-02	04/14/2011	METAL SUPPLY/STREETS	310610	111144	10/2011		234.76
101-6020-452.30-02	03/22/2011	FACE SHIELD/GLOVES	035574/4591245	111128	10/2011		60.07
101-6020-452.30-02	03/21/2011	PLUMBING SUPPLIES	151411	111131	10/2011		100.07
101-1910-419.30-02	03/22/2011	SAFETY GLASSES	085658/4561595	111131	10/2011		47.46
101-6020-452.30-02	03/23/2011	SP PARK FENCE SUPPLIES	037436/3020685	111131	10/2011		9.94
101-6020-452.30-02	03/24/2011	BLADES & PAINT BRUSHES	006327/2014049	111131	10/2011		37.18
101-1910-419.30-02	03/29/2011	FLOOR REPAIR ITEMS	025183/7015300	111131	10/2011		18.97
101-6020-452.30-02	04/12/2011	IRRIGATION PARTS	4188901-A-1	111128	10/2011		21.88
101-1910-419.30-02	04/14/2011	PHONE CLIP	04-14-2011	111128	10/2011		16.30
101-6020-452.30-02	04/04/2011	CAP BLOCK SEATWALL	1805237	111131	10/2011		391.50
101-1910-419.30-02	04/06/2011	ELECTRICAL SUPPLIES	082967/9580700	111131	10/2011		24.41
101-6020-452.30-02	04/07/2011	SEATWALL SUPPLIES	026289/8011887	111131	10/2011		49.74
101-6020-452.28-01	04/07/2011	TOILET	04-07-2011	111131	10/2011		152.32
101-6020-452.30-02	04/11/2011	CAP BLOCK SEATWALL	1805805	111131	10/2011		415.97
101-6020-452.30-02	04/12/2011	MORTAR MIX FOR CAPS	000846/3013137	111131	10/2011		16.25
05/27/2011	78387	A.E. CHARLES CONSTRUCTION	2306				3,050.00
248-1920-519.20-06	05/05/2011	C&G-1124 HEMLOCK AVE	J PEEPLES-FINAL	111179	11/2011		3,050.00
05/27/2011	78388	ADAM WRAIGHT	2357				40.00
101-3030-423.28-04	05/13/2011	REIMBURSE BLS COURSE FEE	674007		11/2011		40.00
05/27/2011	78389	AFLAC	120				1,069.56
101-0000-209.01-13	05/12/2011	PR AP PPE 05/05/11	20110512		11/2011		534.78
101-0000-209.01-13	05/26/2011	PR AP PPE 05/19/2011	446010		11/2011		534.78
05/27/2011	78390	AIRGAS WEST	129				316.15
601-5060-436.30-02	05/10/2011	PAIN STOPPER	103119154	110021	11/2011		45.13
601-5060-436.30-02	05/10/2011	SUNSCREEN	103119155	110021	11/2011		147.55
601-5060-436.30-02	05/11/2011	SAFETY GLASSES	103122857	110021	11/2011		123.47
05/27/2011	78391	ANNETTE LOMELI	2				53.00
101-0000-121.04-01	05/18/2011	PT 56354	MR Refund		11/2011		53.00

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248-1920-519.20-06	05/16/2011	C&G-708 HOLLY AVE	2177	111255	11/2011	9,925.00	
05/27/2011	78393	AZTEC LANDSCAPING INC	310			1,540.00	
101-5010-431.21-04	05/01/2011	APRIL 2011	0021778-IN	110086	11/2011	1,540.00	
05/27/2011	78394	BDS ENGINEERING INC	372			1,453.00	
215-6026-452.20-06	04/28/2011	MARCH 2011 ENGINEERS RPT	11-16		11/2011	1,453.00	
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05/27/2011	78396	CALIFORNIA AMERICAN WATER	612			8,373.06	
601-5060-436.27-02	05/11/2011	05-0101092-0 03/08-05/06	05-30-2011		10/2011	23.15	
101-5020-432.27-02	05/11/2011	05-0102217-2 03/08-05/06	05-30-2011		10/2011	159.77	
101-6020-452.27-02	05/11/2011	05-0102503-5 03/08-05/06	05-30-2011		10/2011	273.20	
101-6020-452.27-02	05/11/2011	05-0102504-3 03/08-05/06	05-30-2011		10/2011	13.03	
101-5010-431.27-02	05/11/2011	05-0102729-6 03/08-05/06	05-30-2011		10/2011	348.49	
101-6020-452.27-02	05/13/2011	05-0106225-1 03/09-05/10	06-01-2011		10/2011	19.79	
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101-5010-431.27-02	05/17/2011	05-0111480-5 03/11-05/12	06-06-2011		11/2011	314.50	
101-5020-432.27-02	05/18/2011	05-0424056-5 03/14-05/13	06-06-2011		11/2011	68.97	
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101-1910-419.27-02	05/18/2011	05-0115210-2 03/14-05/13	06-06-2011		11/2011	34.32	
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05/27/2011	78397	CALIFORNIA ENV CONTROLS INC	642			1,261.67	
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601-5060-436.28-01	05/13/2011	GORMAN-RUPP PUMP	2426	111084	11/2011	5,753.05
05/27/2011	78398	CDW GOVERNMENT INC	725			98.31
503-1923-419.21-04	05/09/2011	USB ADAPTER	XHZ8420	110768	11/2011	78.30
503-1923-419.28-09	04/06/2011	SHIPPING FEES FOR COUNCIL	WZL8250	F11149	10/2011	20.01
05/27/2011	78399	CVA SECURITY	797			30.00
101-1910-419.28-01	05/01/2011	MAY 2011 PW DEPT	18522	110060	11/2011	30.00
05/27/2011	78400	CITY OF SAN DIEGO	896			589,045.00
601-5060-436.21-04	04/28/2011	FY 2011/4TH QTR METRO	1000027321		11/2011	589,045.00
05/27/2011	78401	COLONIAL LIFE & ACCIDENT	941			266.88
101-0000-209.01-13	05/12/2011	PR AP PPE 05/05/11	20110512		11/2011	133.44
101-0000-209.01-13	05/26/2011	PR AP PPE 05/19/2011	20110526		11/2011	133.44
05/27/2011	78402	COPY POST PRINTING	1371			151.09
101-3020-422.30-01	08/04/2010	CLARK,T-BUSINESS CARDS	20318		11/2011	151.09
05/27/2011	78403	CORODATA MEDIA STORAGE, INC.	2334			141.78
503-1923-419.20-06	04/30/2011	APR 2011-MEDIA STORGE/SVC	DS1243243	110984	10/2011	141.78
05/27/2011	78404	COUNTY OF SAN DIEGO	1055			3,682.50
101-3010-421.21-04	05/25/2011	APRIL 2011 PARKING PENLTY	04/11		11/2011	3,682.50
05/27/2011	78405	CTE INC, CLARK TELECOM & ELECT	2316			14,186.61
101-5020-532.20-06	05/12/2011	STREET LIGHTING UPGRADE	00000854	110874	11/2011	14,186.61
05/27/2011	78406	D.A.R. CONTRACTORS	1122			347.00
101-3050-425.20-06	05/01/2011	APRIL 2011	0000429	110205	11/2011	347.00
05/27/2011	78407	DELTA SOLAR ELECTRIC	2350			2,000.00
248-1920-519.20-06	05/18/2011	C&G-839 CAROLINA ST-DEP	1232	111196	11/2011	1,000.00
248-1920-519.20-06	05/18/2011	C&G-792 7TH ST-DEPOSIT	1233	111197	11/2011	1,000.00
05/27/2011	78408	DEPARTMENT OF CORRECTIONS AND	169			4,963.05
101-6020-452.21-04	05/12/2011	MARCH 2011	1800094162	110648	11/2011	4,963.05
05/27/2011	78409	DKC ASSOCIATES, INC.	2187			3,280.00
101-1110-412.20-06	05/19/2011	05/11/11-05/19/11	224	110088	11/2011	1,093.56
405-1260-413.20-06	05/19/2011	05/11/11-05/19/11	224	110088	11/2011	1,093.22
502-1922-419.20-06	05/19/2011	05/11/11-05/19/11	224	110088	11/2011	1,093.22
05/27/2011	78410	EL TAPATIO INC	1407			195.75
101-1010-411.28-04	05/18/2011	05/18/11 COUNCIL DINNER	6492	F11151	11/2011	53.02
101-1110-412.28-04	05/18/2011	06/01/11 LUNCHES NOON STA	6493	F11152	11/2011	142.73
05/27/2011	78411	EPIC LAND SOLUTIONS, INC.	2105			2,339.50
101-5000-532.20-06	04/30/2011	APRIL 2011 PALM AVE RELC	0411-0190	111190	10/2011	2,339.50

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
05/27/2011	78412	FASTENAL	909			72.65	
101-5010-431.30-02	04/28/2011	11X14 ANCHORS	CACHU24299	110025	10/2011	50.84	
101-5010-431.30-02	04/28/2011	GALVANIZED ANCHORS	CACHU24336	110025	10/2011	8.15	
501-1921-419.30-02	05/03/2011	BOLTS STREET TRAILER #134	CACHU24489	110025	11/2011	13.66	
05/27/2011	78413	FEDERAL EXPRESS CORP.	911			67.63	
101-1230-413.20-06	05/20/2011	05/13/11 LORMAN, JOHN ESQ	7-501-60938	110307	11/2011	67.63	
05/27/2011	78414	GO-STAFF, INC.	2031			360.00	
101-3020-422.21-01	05/10/2011	ROCHER, J W/E 05/08/11	82252	110149	11/2011	180.00	
101-3020-422.21-01	05/17/2011	ROCHER, J W/E 05/15/11	82472	110149	11/2011	180.00	
05/27/2011	78415	GOOGLE, INC.	2009			280.00	
503-1923-419.21-04	05/05/2011	ARP/MAY 2011	2547296	110126	11/2011	280.00	
05/27/2011	78416	HORIZON HEALTH EAP	90			415.83	
101-1130-412.20-06	05/04/2011	MAY 2011	40565	110075	11/2011	415.83	
05/27/2011	78417	HOWARD H. WAYNE JR.	2228			2,807.25	
101-3030-423.30-02	04/19/2011	INSTALL SAFTY EQUIP QUADS	1161	110947	10/2011	2,807.25	
05/27/2011	78418	I B FIREFIGHTERS ASSOCIATION	214			216.50	
101-0000-209.01-08	05/26/2011	PR AP PPE 05/19/2011	20110526		11/2011	216.50	
05/27/2011	78419	ICMA RETIREMENT TRUST 457	242			5,451.86	
101-0000-209.01-10	05/26/2011	PR AP PPE 05/19/2011	20110526		11/2011	5,451.86	
05/27/2011	78420	JOSE LUIS MORENO	560			65.00	
101-5010-431.28-01	05/21/2011	WELDER COVER	738	110851	11/2011	65.00	
05/27/2011	78421	JULIANNE CHARLAND	1963			40.00	
101-3030-423.28-04	05/13/2011	REIMBURSE BLS COURSE FEE	674009		11/2011	40.00	
05/27/2011	78422	JUNE ENGEL	2213			65.81	
405-1260-413.20-06	05/11/2011	REIMBURSE COLOR PRNT COST	1282		11/2011	23.40	
405-1260-413.20-06	05/09/2011	REIMBURSE COLOR PRNT COST	1262		11/2011	42.41	
05/27/2011	78423	JUSTIN L. OLSON	2358			40.00	
101-3030-423.28-04	05/23/2011	REIMBURSE BLS COURSE	674011		11/2011	40.00	
05/27/2011	78424	KANE, BALLMER & BERKMAN	1828			18,075.84	
101-5000-532.20-06	05/04/2011	APRIL 2011-9TH/PALM DDA	16684	111175	11/2011	15,720.00	
405-1260-413.20-06	05/04/2011	APRIL 2011-PALM PLAN AMND	16685	111175	11/2011	1,893.34	
405-1260-413.20-06	05/09/2011	APRIL 2011 RDA ISSUES	16564	111189	11/2011	462.50	
05/27/2011	78425	KEYSER MARSTON ASSOC INC	620			5,983.87	
405-1260-413.20-06	05/05/2011	APR 2011- EL CAMINO MOTEL	0023845	080320	11/2011	48.31	
101-5000-532.20-06	05/05/2011	APRIL 2011-	0023845	111176	11/2011	4,152.43	
245-1240-413.20-06	05/05/2011	APRIL 2011-	0023845	111176	11/2011	1,783.13	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
05/27/2011	78426	LIGHTHOUSE, INC	787				433.00
501-1921-419.30-02	05/04/2011	STOCK ORDER ELEC		0118852	110098	11/2011	76.86
501-1921-419.28-16	05/09/2011	#107 LAMPS		0120126	110098	11/2011	82.63
501-1921-419.50-04	05/23/2011	SIREN D-1/ALTO SPEAKER		0124996	110098	11/2011	273.51
05/27/2011	78427	MASON'S SAW & LAWNMOWER	923				89.59
501-1921-419.28-16	05/03/2011	#697 CR RTN PART		243613	110050	11/2011	28.80-
501-1921-419.28-16	05/10/2011	#697 FUEL VALVE/RATCHET		244421	110050	11/2011	110.42
501-1921-419.30-02	05/10/2011	RUST-CORROSION PRE		244427	110050	11/2011	7.97
05/27/2011	78428	MICHAL PIASECKI CONSULTING	1795				5,625.00
402-5000-432.20-06	05/03/2011	APRIL 2011 PW DEPT		151	110036	11/2011	4,320.00
402-5000-532.20-06	05/03/2011	APRIL 2011 PW DEPT		151	110036	11/2011	540.00
601-5060-436.20-06	05/03/2011	APRIL 2011 PW DEPT		151	110036	11/2011	450.00
601-5060-436.29-04	05/03/2011	APRIL 2011 PW DEPT		151	110036	11/2011	315.00
05/27/2011	78429	MOBILE HOME ACCEPTANCE CORPORA	1533				299.06
408-5020-432.25-01	05/18/2011	06/07-07/06/11 PW TRAILER		158894	110067	11/2011	299.06
05/27/2011	78430	OPPER & VARCO LLP	1626				1,199.74
402-5000-532.20-06	05/11/2011	APRIL 2011 SVCS		16086	111181	11/2011	1,199.74
05/27/2011	78431	PMI	23				821.97
601-5060-436.30-02	05/03/2011	PROTECTIVE GLOVES		0290729	110030	11/2011	570.58
101-6040-454.30-02	05/04/2011	PROTECTIVE GLOVES		0291002	110030	11/2011	251.39
05/27/2011	78432	ROBERT PATTON	192				40.00
101-3030-423.28-04	05/13/2011	REIMBURSE BLS COURSE FEE		674008		11/2011	40.00
05/27/2011	78433	ROSY SHRESTHA	2				50.00
101-0000-321.72-10	05/18/2011	OL REFUNDS		0009548		11/2011	50.00
05/27/2011	78434	SAM & SONS PLUMBING	1981				975.00
248-1920-519.20-06	05/10/2011	C&G-1124 HEMLOCK		2222	111180	11/2011	975.00
05/27/2011	78435	SAN DIEGO COUNTY SHERIFF	882				451,863.12
101-3010-421.20-06	04/27/2011	APRIL 2011 SHERIFFS BILL		04-27-2011		10/2011	437,259.00
212-3036-421.20-06	04/27/2011	APRIL 2011 SHERIFFS BILL		04-27-2011		10/2011	16,080.00
101-0000-338.60-03	04/27/2011	APRIL 2011 SHERIFFS BILL		04-27-2011		10/2011	1,475.88-
05/27/2011	78436	SEIU LOCAL 221	1821				1,400.11
101-0000-209.01-08	05/26/2011	PR AP PPE 05/19/2011		20110526		11/2011	1,400.11
05/27/2011	78437	SJ CONSTRUCTION	2314				4,657.55
248-1920-519.20-06	05/12/2011	C&G-882 ELM AVENUE		325	111037	11/2011	4,312.00
248-1920-519.20-06	05/23/2011	C&G-882 ELM AVENUE		326	111183	11/2011	345.55
05/27/2011	78438	SKS INC.	412				10,063.34
501-1921-419.28-15	05/12/2011	998.2 GAL REG FUEL		1240359-IN	110104	11/2011	3,883.53

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
501-1921-419.28-15	05/19/2011	1144.1 G REG/490 G DIESEL	1240467-IN	110104	11/2011	6,179.81
05/27/2011	78439	STANDARD ELECTRONICS	504			90.00
101-1910-419.20-23	05/09/2011	APR-JUN 2011 MONITORING	15366	110061	11/2011	90.00
05/27/2011	78440	STATE CONTROLLER'S OFFICE	DIV. 517			13.36
101-1210-413.21-04	04/29/2011	2010 FTB INTERCEPT CHGS	16277		11/2011	13.36
05/27/2011	78441	TERRA BELLA NURSERY, INC.	1946			961.88
101-6020-452.28-01	04/06/2011	PLANTS	50491	110054	10/2011	169.39
101-6020-452.28-01	03/15/2011	PLANTS	49360	110054	09/2011	97.57
101-6020-452.28-01	03/17/2011	PLANTS	49450	110054	09/2011	195.62
101-6020-452.28-01	03/17/2011	PLANTS	49468	110054	09/2011	97.66
101-6020-452.28-01	03/21/2011	PLANTS	49680	110054	09/2011	97.66
101-6020-452.28-01	03/22/2011	PLANTS	49710	110054	09/2011	162.82
101-6020-452.28-01	04/14/2011	PLANTS	50973	110054	10/2011	141.16
05/27/2011	78442	TRANSWORLD SYSTEMS INC.	2160			97.07
101-0000-374.85-02	04/30/2011	APRIL 2011 COLLECTION/FEE	312841		10/2011	134.08-
101-1920-419.21-04	04/30/2011	APRIL 2011 COLLECTION/FEE	312841		10/2011	340.42
101-0000-321.72-10	04/30/2011	APRIL 2011 COLLECTION/FEE	312841		10/2011	53.00-
101-0000-344.76-03	04/30/2011	APRIL 2011 COLLECTION/FEE	312841		10/2011	43.25-
101-0000-203.22-00	04/30/2011	APRIL 2011 COLLECTION/FEE	312841		10/2011	13.02-
05/27/2011	78443	UNDERGROUND SERVICE ALERT	OF 731			36.00
601-5060-436.21-04	05/01/2011	APRIL 2011	2011040317	110002	11/2011	36.00
05/27/2011	78444	UNION BANK OF CALIFORNIA	735			875.00
101-1920-419.29-04	05/12/2011	FEB-APR 2011 QRTLTY FEES	681260	110243	11/2011	875.00
05/27/2011	78445	WAGE WORKS INC.	2210			97.25
101-1920-419.21-04	05/16/2011	MAY 2011	125AI0160180	110093	11/2011	97.25
05/27/2011	78446	WALKSANDIEGO	1551			1,556.00
101-5020-432.20-06	04/29/2011	APRIL 2011 ENVRNMNTL GRNT	2	110859	10/2011	1,556.00
05/27/2011	78447	WEST COAST ARBORISTS	820			1,755.00
101-6020-452.21-04	05/09/2011	TREE PRUNING	72271	110064	11/2011	1,755.00
05/27/2011	78448	WEST GROUP CTR	826			120.36
101-1020-411.28-14	05/01/2011	APRIL 2011	822701789	110232	11/2011	120.36
05/27/2011	78449	WESTON SOLUTIONS INC.	2016			20,190.24
101-5050-535.20-06	03/17/2011	TJ RIVER WATER QUALITY PR	MAR2011-03177	011171	09/2011	20,190.24
06/02/2011	78450	ADT SECURITY SERVICES, INC.	103			80.04
101-6010-451.21-04	05/07/2011	JUNE 2011	47362265	110071	11/2011	80.04
06/02/2011	78451	AIRMAXX, INC.	2352			6,157.00
248-1920-519.20-06	05/10/2011	C&G-731 7TH STREET	S1104210	111184	11/2011	6,157.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/02/2011 248-1920-519.20-06	78452 04/01/2011	ALTERNATIVE ENERGY TECHNOLOGIE C&G-576 THIRD ST	1971 7023390CI	111028	10/2011	12,513.02 12,513.02	
06/02/2011 101-1920-419.21-04	78453 03/11/2011	AVI SYSTEMS, INC. 03/11/11 VIDEO/AUDIO RPR	2227 33819300	111257	09/2011	392.81 392.81	
06/02/2011 101-3020-422.28-04	78454 05/11/2011	CITY OF CORONADO CPR RENEWAL CLASS	840 13308-CPR		11/2011	60.00 60.00	
06/02/2011 601-5060-436.30-22 601-5060-436.30-02	78455 05/04/2011 05/04/2011	GRAINGER TAMPER PROOF HEX KEY SET WIRE TERMINALS	1051 9528373898 9528373906	110038 110038	11/2011 11/2011	214.85 144.70 70.15	
06/02/2011 101-3030-423.28-04	78456 05/13/2011	JASON SAN AGUSTIN BLS INSTRUCTOR COURSE	1564 674006		11/2011	40.00 40.00	
06/02/2011 210-1235-513.20-06 402-5000-532.20-06	78457 04/30/2011 03/31/2011	KOA CORPORATION 03/28-04/24/11 CROSSWALK 02/14-03/27/11 AS NEEDED	611 JB04102X8 J99475X75	110660 111195	10/2011 09/2011	4,278.25 3,718.25 560.00	
06/02/2011 502-1922-419.30-02	78458 04/22/2011	TECH DEPOT ROLLER MOUSE	464 B11046081V1	111171	10/2011	262.64 262.64	
06/02/2011 101-3020-422.28-04 101-3020-422.28-04 101-3020-422.28-04	78459 03/03/2011 12/15/2010 12/15/2010	THOMAS SANTOS FIRE ALARM SYSTEMS REVIEW DRY CLEAN CLASS SDCFPO ANNUAL MEMBERSHIP	2209 03-03-2011 12-15-2010 12-15-2010		11/2011 11/2011 11/2011	50.00 15.00 10.00 25.00	
06/02/2011 101-3020-422.28-04	78460 02/16/2011	TOM DODSWORTH PILE PILE STORAGE CLASS	1897 3		11/2011	10.00 10.00	
06/02/2011 101-1130-412.28-07	78461 05/01/2011	UNION TRIBUNE JOB POSTINGS	738 229222	111172	11/2011	383.00 383.00	
DATE RANGE TOTAL *						1,256,046.16 *	



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: GARY BROWN, CITY MANAGER**

**MEETING DATE: JUNE 15, 2011**

**ORIGINATING DEPT.: CITY MANAGER**

**SUBJECT: ADOPT RESOLUTION NO. 2011-7055 APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE J. SIMMS AGENCY FOR PUBLIC RELATIONS SERVICES**

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**BACKGROUND:**

In 2007 and 2009 the City selected the j. simms agency as its public relations consultant. Staff has been satisfied with their services and responsiveness to the City's public relations needs. In discussions with staff, the j. simms agency has agreed to enter into another contract at their current rate of \$1,250.00 per month, for an annual total of \$15,000.00.

**DISCUSSION:**

The City has used the services of a public relations consultant since at least 1998. Services include, but were not limited to, preparing news releases, writing newsletter articles, coordinating and writing speeches for special events (dedications, receptions, etc.), assisting the City in responding to news stories, maintaining contacts with the media on behalf of the City, and helping the City to promote and maintain a positive image.

In the past the budget for public relations services has been as high as \$50,000, but as a cost saving measure was reduced to only \$15,000 beginning in 2007.

Staff recommends the City enter into a new agreement with the j. simms agency to provide public relations services for up to \$15,000 in FY 2011-12 with an option for a second year. The j. simms agency was founded in 1995 by Julia Simms and has worked with numerous medium sized businesses and non-profit organizations. In addition to Company President Julia Simms, they have several qualified staff members available to assist the City with its public relations needs.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

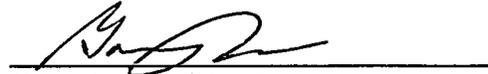
\$15,000 has been budgeted in FY 2011-12 and FY 2012-13 for this purpose.

**DEPARTMENT RECOMMENDATION:**

Staff recommends adoption of Resolution No. 2011-7055 approving a professional services agreement with the j. simms agency for public relations services.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

1. Resolution No. 2011-7055
2. Professional Services Agreement with the j. simms agency

**RESOLUTION NO. 2011-7055**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE J. SIMMS AGENCY TO PROVIDE PUBLIC RELATION SERVICES**

**WHEREAS**, the City has the need for public relations services for preparing press releases, composing written communications for staff and elected officials, story development for the city newsletter/city website, and special public relations consultation; and

**WHEREAS**, the j. simms agency has the expertise and experience to provide public relations services and work with staff in developing positive public relations for the City;

**WHEREAS**, the City desires to hire the j. simms agency for up to \$15,000 in FY 2011-12 with an option for a second year; and

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

1. That the above recitations are true and correct.
2. That the City Manager or his designee shall be the Project Coordinator.
2. That the City Council hereby approves Resolution 2011-7055 authorizing the City to enter into a Professional Services Agreement between the City of Imperial Beach and the j. simms agency, for Public Relations Services, and authorizes and directs the City Manager or designee to execute said agreement for and on behalf of the City of Imperial Beach.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 15<sup>th</sup> day of June 2011, by the following roll call vote:

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

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

**ATTEST:**

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



City of Imperial Beach  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR PUBLIC INFORMATION AND RELATION SERVICES**

This Agreement, entered into this 1<sup>st</sup> day of July, 2011, by and between the CITY OF IMPERIAL BEACH (hereinafter referred to as "CITY") and j. simms agency (hereinafter referred to as "CONSULTANT") (collectively "PARTIES").

**RECITALS**

WHEREAS, CITY desires CONSULTANT to furnish professional services related to providing public information and relations services to the City during FY 11-12; and

WHEREAS, CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

WHEREAS, CONSULTANT is a public relations firm and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

WHEREAS, CITY has authorized the preparation of an Agreement to retain the services of CONSULTANT as hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT CITY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

**Section 1. EMPLOYMENT OF CONSULTANT.**

CITY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

**Section 2. SCOPE OF SERVICES AND COMPENSATION.**

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Proposal/Qualifications", attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY, that are necessary or proper to complete the work and provide the required professional services.

- D. CONSULTANT shall be compensated \$1,250.00 per month (\$15,000.00 per year) for basic services rendered under this Section 2, as more particularly described in Exhibit "A." CONSULTANT shall be compensated for additional services only upon prior written approval of CITY.
- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY within thirty (30) days of receipt of invoice. CITY agrees that the CONSULTANT's billings are correct unless CITY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY disputes part or all of an invoice, CITY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

### **Section 3. PROJECT COORDINATION AND SUPERVISION.**

The City Manager is hereby designated as the PROJECT COORDINATOR for CITY and will monitor the progress and execution of this Agreement.

### **Section 4. LENGTH OF CONTRACT.**

The contract between CONSULTANT and CITY shall be from July 1, 2011 through June 30, 2012 and can be extended by mutual agreement for up to one additional fiscal year if approved in writing by both the CITY and CONSULTANT at the same rates and terms as described in Exhibit "A."

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT'S own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

### **Section 5. CHANGES.**

If changes in the work seem merited by CITY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY in the following manner: a letter outlining the changes shall be forwarded to CITY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY and executed by both parties before performance of such services or CITY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

### **Section 6. OWNERSHIP OF DOCUMENTS.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of CITY. CONSULTANT may retain such copies of said documents and materials as desired, but shall deliver all original materials to CITY.

## **Section 7. AUDIT OF RECORDS.**

7.1. At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2. The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

## **Section 8. PUBLICATION OF DOCUMENTS.**

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY, unless otherwise provided for in this agreement or by written agreement between the parties. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

## **Section 9. COVENANT AGAINST CONTINGENT FEES.**

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **Section 10. NO ASSIGNMENTS.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which Agency, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

## **Section 11. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT

being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

#### **Section 12. LICENSES, PERMITS, ETC.**

CONSULTANT represents and declares to CITY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession.

#### **Section 13. INSURANCE.**

CONSULTANT shall maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law. Upon request, CITY shall be provided with satisfactory evidence that premiums have been paid and shall deliver to CITY certificates of insurance and endorsements as to each policy. Each certificate of insurance shall provide that the policy will not be materially altered or cancelled without first giving 10 days written notice to the CITY by certified mail. Coverage shall include appropriate waivers of subrogation as to the City. CONSULTANT agrees to this requirement irrespective of any other similar obligation imposed on others and CONSULTANT agrees to do so in conformity with the requirements set forth herein including those requirements set forth for certificates of insurance.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and sub Contractors in regard to any functions or activity carried out by them on behalf of CITY pursuant to the terms of this Agreement.

#### **Section 14. CONSULTANT NOT AN AGENT.**

Except as CITY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

#### **Section 15. INDEMNITY.**

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

## **Section 16. TERMINATION.**

CITY may terminate this Agreement at any time by giving ten (10) days' written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY, become the property of CITY. If this Agreement is terminated by CITY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

## **Section 17. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

## **Section 18. GENERAL CONDITIONS.**

CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY.

## **Section 19. OFFICE SPACE AND CLERICAL SUPPORT.**

Consultant shall provide its own office space and clerical support at its sole cost and expense.

## **Section 20. SUBCONTRACTORS.**

20.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT

agrees to defend and indemnify the CITY as described in Section 15 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

**Section 21. CONFIDENTIAL RELATIONSHIP.**

CITY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

**Section 22. MEDIATION.**

In the event of a dispute between CITY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If both Parties agree to mediation, CITY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

**Section 23. NOTICES.**

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

Gary R. Brown	Julia A. Simms
City Manager	President
City of Imperial Beach	j. simms agency
825 Imperial Beach Blvd.	406 9 <sup>th</sup> Avenue, Suite 310
Imperial Beach CA 91932	San Diego, CA 92101

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

**Section 24. CALIFORNIA LAW; VENUE.**

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

**Section 25. ENTIRE AGREEMENT.**

This Agreement, and its Exhibit, set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. The following attachments are a part of this Agreement: **Request for Qualifications/Proposal and Proposal dated June 1, 2011**. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

**Section 26. SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

**Section 27. TIME IS OF ESSENCE.**

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

**Section 28. COMPLIANCE WITH LAW.**

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

**Section 29. STATEMENT OF EXPERIENCE.**

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.**

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

**Section 31. RESPONSIBILITY FOR EQUIPMENT.**

CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**Section 32. NO WAIVER.**

No failure of either the CITY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

**Section 33. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**Section 34. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**Section 35. EXHIBITS INCORPORATED.**

Exhibit "A" is incorporated into the Agreement by this reference.

**Section 36. SIGNING AUTHORITY.**

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

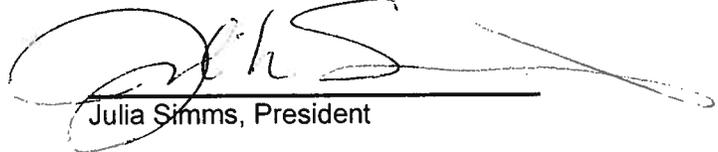
CITY OF IMPERIAL BEACH,  
A municipal corporation

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CONSULTANT/CONSULTANT:

  
\_\_\_\_\_  
Julia Simms, President

APPROVED AS TO CONTENT:

\_\_\_\_\_  
City Clerk



**PUBLIC RELATIONS CONSULTANT  
PROPOSAL/QUALIFICATIONS  
FOR CITY OF IMPERIAL BEACH**

Presented  
by  
j. simms agency  
June 1, 2011

406 9<sup>th</sup> Avenue, Suite 310  
San Diego, CA 92101  
858-689-9909  
fax 858-689-1281



June 1, 2011

Gary Brown, City Manager  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

Dear Gary:

I am pleased to present this proposal to the City of Imperial Beach to continue the professional relationship we have enjoyed for the last four years. In fact, everyone at j. simms agency is very enthusiastic to continue working with City staff to implement an aggressive public relations campaign that will continue to increase the visibility of Imperial Beach throughout San Diego County and promote its quality of life. Furthermore, we will include all public and media relations done surrounding the City's largest event, the U.S. Open Sandcastle Competition, within our scope of work done on the City's behalf.

j. simms agency is the perfect complement to your team as we have been working partners of leading South County businesses and nonprofit organizations for more than 25 years. I was a part of a think tank formed to improve the image of South County in the 1990s as then Director of Public Relations for The Corky McMillin Companies. Currently we represent such South County organizations as McMillin Realty and the South County Economic Development Council. Additionally, I was born and raised in Coronado and now reside with my family in Imperial Beach.

Our staff is available to attend the department heads meetings monthly and are available as often as necessary via phone and email to accomplish all of your public relations objectives. I am sure you have found our team of self-starters requires little or no supervision. We will be working to promote the City of Imperial Beach from day one through the end of our contract.

If you have any questions, please do not hesitate to call us at 858-689-9909. I can be reached via email at [julia@jsimmsagency.com](mailto:julia@jsimmsagency.com) or feel free to contact Suzanne Anderson, our client services manager, at [suzanne@jsimmsagency.com](mailto:suzanne@jsimmsagency.com).

Best wishes,

Julia A. Simms, APR  
President

## **CITY OF IMPERIAL BEACH PUBLIC RELATIONS METHODS AND STRATEGY**

Our public relations strategy will consist of an aggressive media relations campaign targeted at a wide range of media, including television news, daily and community newspapers throughout the county as well as business publications and monthly magazines to create positive awareness of Imperial Beach.

We outlined below the specific tactics we recommend.

### Press Releases

The primary communications vehicle for the public relations program will be monthly press releases placed in local newspapers. These releases will promote special events, provide updates on city affairs, report research findings and anything else that is newsworthy. We make it our job to uncover the news stories and to constantly recommend press release ideas. We scan all local media on a daily basis, looking for trends and news items that might be relevant to each and every one of our clients. This assists us in developing timely, newsworthy stories that the press wants to print.

In addition, calendar items and media advisories will be distributed prior to each event Imperial Beach hosts. We are confident that a barrage of media will increase coverage of such events.

All press releases will be provided to City staff for inclusion on the City Website and in the weekly FYI bulletins.

### Feature Stories

In addition to the press releases mentioned above, feature-type stories about changes in Imperial Beach along with human-interest stories about some of your residents and business owners will help to create a positive image of the city. These stories will be pitched to specific print and broadcast media outlets as appropriate and would be done in place of a monthly press release.

### Media Relations

Our team at j. simms agency has decades of experience working with print and broadcast media in San Diego County. We speak to a variety of reporters and editors on a daily basis and take a great deal of pride in the strong relationships we have been able to create with the press. We will put those contacts to work for Imperial Beach immediately.

Media outreach on behalf of Imperial Beach will be directed at nearly 50 reporters, syndicated writers, columnists and editors at major San Diego County daily newspapers, business and ethnic publications, San Diego County entertainment and calendar papers, arts and cultural outlets, regional magazines, and radio and television stations.

In addition, j. simms agency will develop and strengthen relationships with individual members of the working press at all of the above outlets on behalf of Imperial Beach, as well as look for opportunities to have Imperial Beach mentioned in reporter-bylined articles.

**Public Relations Counsel**

Our seasoned media relations practitioners will advise staff on how to interface with the media, offer media relations training and can prepare written statements or speaking points for elected officials. We would gladly offer the 25 years of media relations experience embodied by our Founder and President Julia Simms to advise Imperial Beach with its on-going public relations endeavors.

We will monitor news stories on your behalf and advise how to respond to controversial issues as the situations arise. If an issue escalates to the state of a crisis, the j. simms team would assist the City of Imperial Beach in resolving the problem in a timely and efficient manner, even if the matter arises after working hours or on the weekends. Our team members are always reachable by phone or email, practically 24 hours a day, seven days a week.

## **QUALIFICATIONS AND EXPERIENCE**

j. simms agency was established in 1995 by Julia Frampton Simms, a veteran of the public relations and marketing communications fields. The firm specializes in media relations, media training, crisis communications, reputation management and developing strategic partners for creative public relations campaigns. j. simms agency provides complete integrated marketing services, establishing brand recognition and market position for its clients through targeted campaigns strategically implemented to cover all aspects of new and traditional media. Our experience stems from having represented a wide spectrum of businesses on a local, regional and national scale, from real estate developers and restaurateurs to professional service firms and nonprofit organizations.

Our client list includes such giants as The Corky McMillin Companies, Old Town Family Hospitality Corp., SanDiego.com and Globaltel Media. We have also worked with the South County Economic Development Council, coordinating with all municipalities in the South County as well as the Port of San Diego and the County to produce the bimonthly Briefings newsletter.

Recommendation letters from several of our clients are available upon request.

## **PROJECT PERSONNEL**

The j. simms agency team is comprised of veteran public relations professionals with decades of experience as well as a younger group of highly trained and well-educated relative newcomers to the field. This careful balance of old and young provides for a diversity of ideas and a creative fusion that brings freshness to all the company undertakes. The following is background on each of the individuals who would work on the Imperial Beach account.

### **JULIA SIMMS, APR, President & Account Supervisor**

Julia Simms is the president and founder of j. simms agency. She is the former in-house public relations counsel to The Corky McMillin Companies where she held the title of assistant vice president. With 25 years of experience in the public relations field, Ms. Simms is an active member of the San Diego Press Club and the Public Relations Society of America, from which she has achieved the prestigious APR designation and membership within the exclusive Counselors Academy. She is a past president and life director of the Sales and Marketing Council of the local Building Industry Association, chairs the marketing committee for the South County EDC, sits on the board of ACCION San Diego and is active on the membership committee for San Diego Convention and Visitors Bureau. She most recently chaired the Tourism Task Force in the South County that brought together stakeholders from throughout the region to create marketing initiatives for all of South County. She is a past president of BIA Cares, the philanthropic arm of the building industry in San Diego County. She serves as the account supervisor for each client of j. simms agency, ensuring all receive her depth and breadth of experience.

### **SUZANNE ANDERSON, Client Services Manager & Primary Client Contact**

An honors graduate from SDSU's School of Communication, Ms. Anderson has headed up public relations efforts at j. simms agency for two years. Her duties include creating and implementing clients' public relations campaigns, coordinating all aspects of advertising services, including media planning and buying as well as creative direction to graphic design and copywriting staff. She also maintains media contacts on behalf of our clients and evaluates publicity campaign results. She works closely with our hospitality clients making sure their ever-changing special events, promotions and entertainment are broadcast to the community. She has quickly risen as our social media queen who manages the sometimes hourly updates of our client's profiles.

### **BONNIE VIEIRA, Manager & Account Consultant**

Bonnie Vieira is a public relations and marketing professional with a proven record of developing and executing multifaceted communication campaigns across print, digital media, trade show and special event arenas. Ms. Vieira joined j. simms agency in 2006 and quickly rose through the ranks from account executive to her current position of senior account manager. She graduated with honors from San Diego State University's nationally ranked communications department where she majored in public relations. Her strong public relations background and a solid understanding of local media was cemented during her three years as a public relations account executive. In this role, Ms. Vieira created and implemented clients' public relations campaigns, writing a range of press materials and pitching to the media. As senior account manager, she is responsible for overseeing program fulfillment and strategic direction for several of the agency's clients. She is available as a consultant and advisor the Imperial Beach account team as necessary.

## **SCHEDULE OF RATES**

### Hourly Rates

Julia Simms/President	\$150.00
Suzanne Anderson/Client Services Manager	\$100.00
Administration	\$ 75.00

We are perfectly willing to work on an hourly basis for the City of Imperial Beach with the rates listed above, however, j. simms agency prefers to work on a project fee schedule. The following are our rates for the services we are recommending for the city. We believe these fees represent a significant savings to our clients over the system of paying by the hour.

### Annual Fees

Monthly Press Releases or Feature Stories           \$10,800 annually (\$900/month)  
*(Includes writing, distribution and media follow-up)*

Monthly Strategy Meetings                               \$ 3,600 annually (\$300/month)  
*(Includes one face-to-face meeting per month with city officials as well as unlimited consultations over the phone and via email)*

Miscellaneous Expenses                                 \$ 600 annually (\$50/month)  
*(Includes copies, mileage, faxes, stationery, clipping service and postage)*

**Annual Public Relations Expenses                     \$15,000**



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: GARY BROWN, CITY MANAGER**

**MEETING DATE: JUNE 15, 2011**

**ORIGINATING DEPT.: FINANCE DEPARTMENT**

**SUBJECT: REVIEW OF CITY'S INVESTMENT POLICY**

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**BACKGROUND:**

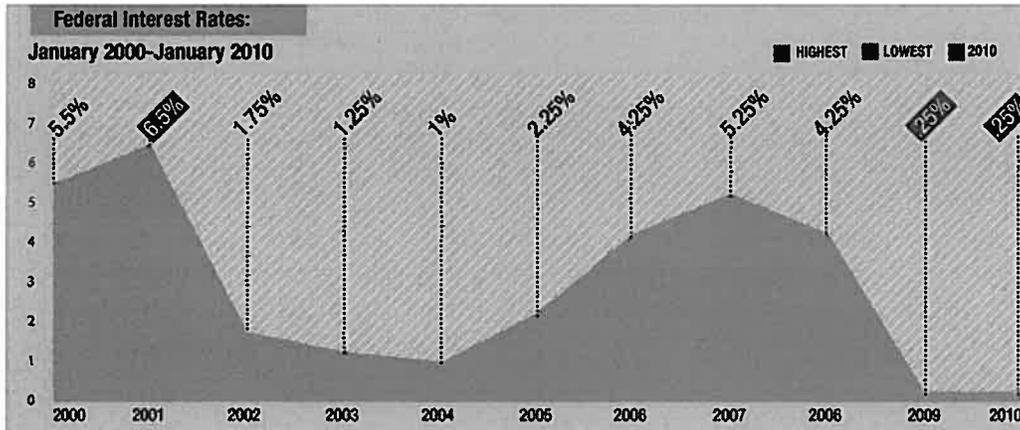
The City has an investment policy to effectively utilize all resources available to provide funds for City services and to provide guidelines for insuring the safety of funds invested while maximizing the efficiency of the City's cash management system. The policy is in compliance with the California Government Code, Sections 53600 et seq. and 53635 et seq., and takes into consideration the principles of safety, liquidity and yield of public funds.

**DISCUSSION:**

The City primarily holds a minimum amount of cash to allow for the payment of bills and payroll. The City's main checking account earns interest at a nominal rate. The investment policy details what type of conservative investments that can be held by the City such as: Certificates of Deposit, Government Agency bonds, Treasury Bills, Local Agency Investment Fund, County of San Diego Treasury Pool, Bankers Acceptances, Commercial Paper, etc. The current portfolio invests excess cash into either the State of California's Local Agency Investment Fund (LAIF) (46%), Government Agency Bonds (47%), and corporate bonds (7%).

The City's investment policy has been to minimize market risk by locking in higher yields with government agency 5 year investments when interest rates are falling and to remain more liquid when interest rates are rising. Interest rates are at historical lows and most financial analysts expect interest rates to eventually rise (see chart). The City's portfolio is attempting to mitigate market risk by either holding investments with maturities of less than 3 years or utilizing floating/step up investments whose interest rate increases over time.

The investment policy is unchanged from the current policy except that it now would allow floating rate and step up rate investments with maturities longer than 5 years. This change allows the City to minimize market risk while at the same time reducing the high frequency of called bonds. Over the last year, we purchased 14 bonds and 15 bonds were called. The portfolio would still be required to have an overall maturity of 3 years or less.



**FISCAL IMPACT:**

Interest earnings are a significant revenue source to the City totaling approximately \$1 million for Fiscal Year 2010-11.

**DEPARTMENT RECOMMENDATION:**

Staff recommends Council approval of the attached resolution.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

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

**Attachments:**

1. Resolution 2011-7056
2. Investment Policy 408, 06/15/2011

**RESOLUTION NO. 2011-7056**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVAL OF COUNCIL POLICY 408: INVESTMENT POLICY**

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

**WHEREAS**, the City desires to review the policies and regulations governing the investment of public funds; and

**WHEREAS**, the City desires to make these policies and regulations reflect the California Government Code, Sections 53600 et seq. and 53635 et seq.

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

1. The attached Council Policy 408 be approved and become an administrative policy of the City of Imperial Beach.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 15th day of June 2011, by the following roll call vote:

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

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

**ATTEST:**

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

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and correct copy of Resolution No. 2011-7056 – A Resolution of the City Council of the City of Imperial Beach, California, APPROVAL OF COUNCIL POLICY 408: INVESTMENT POLICY.

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

\_\_\_\_\_  
DATE

**CITY OF IMPERIAL BEACH  
COUNCIL POLICY**

ATTACHMENT 2

<b>SUBJECT:</b> <b>INVESTMENT POLICY UPDATE</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
	408	06/15/11	1 of 4

**ADOPTED BY: Council Action**

**DATED: 06/18/97**

**AMENDED BY: Resolution No. 2011-**

**DATED: 06/15/11**

**PURPOSE**

Effective cash flow management and cash investment practices are recognized as essential to good fiscal management. This Statement is intended to provide guidelines for the prudent investment of the City's temporarily idle cash in all Funds, and outline the policies for maximizing the efficiency of the City's cash management system.

**OBJECTIVE**

The objective of the investment policy is to provide guidelines for insuring the safety of funds invested while maximizing investment interest income to the City.

**INVESTMENT POLICY**

- A.** The Finance Director is responsible for investing the cash balances in all City Funds in accordance with the California Government Code, Sections 53600 et seq. and 53635 et seq. This policy does not include Long Term Debt Reserve Funds and Deferred Compensation Funds, which are exceptions covered by other more specific Government Code sections and the legal documents unique to each debt transaction. Investment practices shall conform to the prudent man rule (Civil Code Sect. 2261, et seq.) which states, in essence, that "in investing... property for the benefit of another, a trustee shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs..."
- B.** Investments are normally purchased to be held to maturity. However, market conditions may dictate the purchase of investments with higher yields that may have an early call date. It is realistically anticipated that market prices of securities purchased as investments will vary depending on economic conditions, interest rate fluctuations, or individual security credit factors. In a well diversified investment portfolio, such temporary variations in market value will inevitably result in measurable losses at any specific point in time. From time to time, changes in economic or market conditions may dictate that it is in the City's best interest to sell a security prior to maturity.
- C.** The three principle factors of Safety, Liquidity and Yield are to be taken into consideration, in the specific order listed, when making investment decisions.

  - 1. **Safety** of principal is the foremost factor to be considered during each investment transaction. Safety in investing refers to minimizing the potential for loss of principal, interest or a combination of the two due to the two types of risk, Credit Risk and Market Risk.

    - a. Credit Risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by only investing in very safe, or "investment grade" securities and

- diversifying where feasible.
- b. **Market Risk**, defined as market value fluctuations due to overall changes in interest rates shall be mitigated by limiting the average maturity of the investment portfolio to less than 3 years, with a maximum maturity of any one security of 5 years without prior Council approval. Maturities for over 5 years are allowed for floating rate investments and step up investments provided that the average maturity of the investment portfolio is less than 3 years. Also, the portfolio will be structured based on liquidity needs so as to avoid the need to sell securities prior to maturity.
2. **Liquidity** refers to the ability to convert an investment to cash promptly with minimum risk of losing some portion of principal or interest. The investment portfolio will be structured based on historic cash flow analysis in order to provide the necessary liquidity as investments routinely mature. A portion of the portfolio will be maintained in liquid short term securities which can be converted to cash if necessary to meet unforeseen disbursement requirements.
  3. **Yield** is the average annual return on an investment based on the interest rate, price, and length of time to maturity. The City attempts to obtain the highest yield possible, provided that the basic criteria of safety and liquidity have been met.

## **AUTHORIZED INVESTMENT INSTRUMENTS**

The City may invest in the following instruments under the guidelines as provided herein:

- A. **Certificates of Deposit.** Time Certificates of Deposit will be made only in FDIC or FSLIC insured accounts. For deposits in excess of the insured maximum of \$100,000, approved collateral shall be required in accordance with California Government Code Section 53652 and/or 53651 (m) (1). No more than 25% of the investment portfolio may be invested in this investment type.
- B. **Securities of the U.S. Government or its Agencies.** Includes obligations issued by Federal Home Loan Banks, Government National Mortgage Association, the Farm Credit System, the Federal Home Loan Bank, the Federal Home Loan Mortgage Association, the Federal National Mortgage Association, the Student Loan Marketing Association, or obligations or other instruments of or issued by a federal agency or a United States Government sponsored enterprise.
- C. **Treasury Bills and Notes.** US Treasury Bills, Notes, Bonds or Certificates of Indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- D. **Local Agency Investment Fund (LAIF).** Investment of funds in the California LAIF which allows the State Treasurer to invest through the Pooled Money Investment Account. Maximum investment is subject to state regulation.
- E. **County of San Diego Treasury Pool.** Investment of funds in the County of San Diego Treasury which allows the County Treasurer-Tax Collector to invest local funds through a pooled concept.

- F. Bankers Acceptance.** Bills of Exchange or Time Drafts drawn on and accepted by a commercial bank, otherwise known as Bankers Acceptances, both domestic and foreign, which are eligible for purchase by the Federal Reserve System. Purchases of Bankers Acceptances may not exceed 180 days maturity or total more than 40% of the cost value of the City's investment portfolio.
- G. Commercial Paper.** Paper of the highest rating as provided by Moody's Investors Service, Inc. (P1), or Standard and Poor's Corporation (A1+). Eligible paper is further limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000). Purchases of eligible commercial paper may not exceed 270 days maturity, represent more than 10% of the outstanding paper of the issuer, or total more than 25% of the cost value of the City's investment portfolio.
- H. Negotiable Certificates of Deposit.** Issued by a nationally or state chartered bank or a state or federal savings and loan association or by a state licensed branch of a foreign bank. Purchases of Negotiable Certificates of Deposit may not total more than 30% of the cost value of the City's investment portfolio.
- I. Repurchase Agreements.** A purchase of securities by the City pursuant to a Master Repurchase Agreement by which the seller will repurchase such securities on or before a specified date, or on demand of either party, and for a specified amount. Investments in repurchase agreements will be used solely as short term investments not to exceed 90 days and be collateralized by securities having a market value of at least 102% of the value of the repurchase agreement at all times during the term of the investment.
- J. Medium Term Corporate Notes.** Corporate obligations shall be rated A or better by Moody's and or Standard and Poor's rating agencies. Purchases of corporate medium term notes shall not total more than 30% of the cost value of the City's investment portfolio, nor for any one corporation, when combined with any Commercial Paper issued by the same corporation, total more than 15% of the cost value of the City's investment portfolio.
- K. Various daily cash funds administered for or by Trustees, Paying Agents, or Custodian Banks** contracted by the City may be purchased as allowed under California Government Code. Only those funds holding US Treasury or Government Agency obligations shall be purchased.

## **DIVERSIFICATION**

Investments shall be diversified among institutions, types of securities and maturities to maximize safety and yield with changing market conditions. Local financial institutions will be given preferential consideration for investment of City funds consistent with the City's objective of attaining market rates of return, and consistent with constraints imposed by its safety objectives, cash flow considerations and State laws.

## **SAFEKEEPING**

All investments of the City shall have the City of Imperial Beach as registered owner and shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the terms of a custody agreement.

## **INVESTMENT REPORTS**

**A.** The Finance Director shall submit a quarterly investment report to the City Manager and City Council in accordance with Government Code Section 16481.2 containing the following information for each individual investment:

- Financial institution
- Type of investment
- Purchase Price of investment
- Rate of interest
- Purchase date
- Maturity date
- Current market value for securities
- Other data as required by the City

In addition, the report shall include a statement of compliance of the portfolio with the Council approved Investment Policy and a statement indicating the ability of the City to meet its expenditure requirements for the next six months.

**B.** The Finance Director shall submit copies of the second and fourth quarter calendar year investment reports to the California Debt and Advisory Commission (CDAIC) in accordance with AB 943. Also a copy of the City's Investment Policy shall be sent to CDAIC annually.

## **POLICY REVIEW**

This investment policy and guidelines shall be adopted by resolution of the City Council on an annual basis after being reviewed to ensure its consistency with the overall objectives of preservation of principal, liquidity, and yield, and its relevance to current law and financial and economic trends.

Please Click [HERE](#) to be directed to  
Item 3.1 and all attachments



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** JENNIFER LYON, CITY ATTORNEY  
**MEETING DATE:** JUNE 15, 2011  
**ORIGINATING DEPT.:** CITY ATTORNEY  
**SUBJECT:** ORDINANCE NO. 2011-1117 – AFFIRMATIVE ACTION

**BACKGROUND:**

The City complies with all State and Federal outreach and affirmative action requirements but current law and compliance practices supersede the City's ordinance adopted in 1971, Chapter 2.44 (Ordinance 293). Therefore, as a result of the City Attorney's routine analysis and review of the Municipal Code, it is appropriate to delete this outdated section of the code.

**DISCUSSION:**

The City must and does comply with State and Federal law regarding public contracting. Since affirmative action laws are constantly evolving, and thus it's necessary to frequently amend the Municipal Code in order for it to be extant, it is better to simply eliminate Chapter 2.44 pertaining to public contracting and base policies on the most current law.

City Council conducted the first reading of the ordinance at the meeting of June 1, 2011.

**ENVIRONMENTAL IMPACT:**

None

**FISCAL IMPACT:**

None

**CITY MANAGER'S RECOMMENDATION:**

1. Receive report;
2. Mayor calls for the second reading of the title of Ordinance No. 2011-1117;
3. City Clerk to read title of Ordinance 2011-1117 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH REPEALING CHAPTER 2.44 OF THE IMPERIAL BEACH MUNICIPAL CODE REGARDING AFFIRMATIVE ACTION IN PUBLIC CONTRACTING;" and
4. Motion to waive further reading and adopt Ordinance No. 2011-1117.

  
\_\_\_\_\_  
Gary R. Brown, City Manager

**Attachment:**

1. Ordinance No. 2011-1117
2. Chapter 2.44 of the I.B .Municipal Code

**ORDINANCE NO. 2011-1117**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH  
REPEALING CHAPTER 2.44 OF THE IMPERIAL BEACH MUNICIPAL CODE  
REGARDING AFFIRMATIVE ACTION IN PUBLIC CONTRACTING**

**THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH DOES HEREBY  
ORDAIN AS FOLLOWS:**

**SECTION 1:** Chapter 2.44 of Title 2 of the Imperial Beach Municipal Code is hereby repealed in its entirety.

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

**INTRODUCED AND FIRST READ** at a regular meeting of the City Council of the City of Imperial Beach, California, held the 1<sup>st</sup> day of June, 2011; and **THEREAFTER PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, held on the 15th of June, 2011 by the following roll call vote:

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**JENNIFER M. LYON  
CITY ATTORNEY**

**Imperial Beach Municipal Code**

**Up      Previous      Next      Main      Collapse      Search      Print      No Frames**

Title 2. ADMINISTRATION AND PERSONNEL

**Chapter 2.44. AFFIRMATIVE ACTION PROGRAM**

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**2.44.010. Purpose of provisions.**

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A. This chapter establishes an affirmative action program to require contractors awarded city contracts for construction, alteration, maintenance or demolition, when state law mandates advertising for bids, and their subcontractors and suppliers to take affirmative action to improve employment of racial and ethnic minorities in the construction industry.

B. The goal of this affirmative action program shall be the attainment of the condition on city construction and city-assisted construction contracts such that the employment of Black, Mexican-Americans, American Indians and Filipino/Asian/Orientals in each construction and related craft at the beginning of the fifth year of the program is approximately equal to the proportion of each such racial or ethnic group in the workforce of the city. (Ord. 293 § 1 (part), 1971: prior code § 1781)

**2.44.020. Minimum levels of minorities in workforce.**

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The city shall establish a minimum level for each of the first three years of this program, with each level being a percentage of the racial and ethnic minority proportion of the population for that year. The percentage shall be twenty percent for the first year, forty percent for the second year, and sixty percent for the third year. Between the second and third anniversary dates of this program, the city shall hold hearings, for the purpose of establishing the minimum levels of this program for the fourth, fifth, and subsequent years in light of its findings regarding the following factors:

- A. The racial and ethnic composition of the workforce;
- B. The racial and ethnic composition of unemployed persons in the workforce;
- C. The proportion of racial and ethnic minorities in the population;
- D. The anticipated expansion, contraction and turnover of and in the workforce comprising the building trades;
- E. The cooperation of the construction industry and building trades in programs to improve racial and ethnic minority employment in such industry and trades. (Ord. 293 § 1 (part), 1971: prior code § 1782)

**2.44.030. Compliance required by city contractors—Incorporation in contracts.**

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A. Each contractor awarded a construction contract by the city under this affirmative action program, his subcontractors and suppliers, shall be required to comply with the program.

B. This program shall be incorporated by reference in all construction contracts let by the city for which bidding is required by state law. Any bidder who does not comply with the provisions of this chapter shall be a nonresponsive bidder. (Ord. 293 § 1 (part), 1971: prior code § 1783)

**2.44.040. Adoption of implementing rules and regulations.**

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In order to implement this program, the city council may from time to time adopt such rules and regulations by resolution as it deems necessary. (Ord. 293 § 1 (part), 1971: prior code § 1784)

**2.44.050. Compliance by contractors with small workforces.**

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Contractors, subcontractors and suppliers who do not have a workforce sufficiently large to be divided into all of the percentages provided under this chapter may be excepted by employing that portion which is possible, subject to approval by the compliance officer. (Ord. 293 § 1 (part), 1971: prior code § 1785)

**2.44.060. Compliance with state and federal laws.**

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Each bidder shall submit, with hisher bid, certification that he/she is in compliance with the Civil Rights Act of 1964, Executive Order 11246, the California Fair Employment Practice Act, and any other applicable federal and state laws and regulations relating to equal opportunity employment, including laws and regulations hereafter enacted. Such certification shall be on forms provided by the city. (Ord. 293 § 1 (part), 1971: prior code § 1786).

**2.44.070. Procedure for compliance with program—Contractors.**

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A. Each bidder shall submit, with hisher bid, certification that he/she will comply with the provisions of this affirmative action program. This certification shall include the bidder's plan for reaching, in each draft, and for each of his/her subcontractors and suppliers, the minimum level set for each year for which performance may be due under the proposed contract.

B. If a bidder desires prior approval of his/her plan, he/she may submit his/her plan for review by the city no less than ten days in advance of submitting his/her bid. Once a bidder's plan, submitted in accordance with this chapter, has been determined to be in compliance with this chapter, his/her plan shall not otherwise affect the award of the contract.

C. The city will maintain a current list of contractors, subcontractors, and suppliers who have been found by the city council to be in noncompliance with this program. Upon request, city will supply this list to prospective contractors.

D. Any bidder who does not meet the current minimum levels of this program may be determined to be in noncompliance with this program if hisher employment records show that his/her hiring practices subsequent to the effective date of the ordinance codified in this chapter have not tended to meet the minimum levels established for this program. No employer will be required to discharge members of his workforce.

E. At such time as the city council determines that a hometown plan for the city has been implemented and meets or exceeds the current and future requirements of this affirmative action program and is an effective alternative thereto, the city council may accept compliance with such hometown plan as compliance with this affirmative action program.

F. Any requirements placed on bidders will be required of the contractor who is awarded the contract, when applicable. (Ord. 293 § 1 (part), 1971: prior code § 1787)

**2.44.080. Procedure for compliance with program—Subcontractors and suppliers.**

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A. Each subcontractor of and supplier to the bidder shall be required to comply with this chapter as though he/she were the bidder or contractor, unless he/she is part of a group exempted by a resolution implementing this program. Each such subcontractor and supplier shall submit to the bidder a plan for reaching the minimum level under the proposed contract and a certificate that he/she will fulfill his/her obligations under this chapter. The certification shall be on forms provided by the city. The apparent successful bidder shall provide to the city these required plans and certificates for all listed subcontractors and suppliers prior to award of the contract. The

apparent successful bidder shall provide to the city these required plans and certificates for all nonlisted subcontractors and suppliers ten days prior to their participation in the work.

B. Any subcontractor or supplier, not within the group excluded by a resolution implementing this program, of the prime contractor awarded the bid will be required to meet the same requirements placed on the prime contractor as though such subcontractor or supplier were the prime contractor on the city construction contract.

C. When a subcontractor is not recognized as such by the city construction contract, all workmen providing services on the construction project will be considered employees of the prime contractor for the purpose of this chapter. (Ord. 293 § 1 (part), 1971: prior code § 1788)

#### **2.44.090. Contents of bidder's plan.**

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In order to be acceptable, the bidder's plan for compliance with the affirmative action program must satisfy the city that the bidder has taken and will take all reasonable steps available to improve racial and ethnic minority employment. The plan must demonstrate, but is not limited to, the following:

A. That the bidder has made, and will make, every effort to solicit racial and ethnic minority subcontractors to make bids on appropriate portions of the job;

B. That the bidder has taken and, if awarded the contract, will take affirmative action to ensure that applicants are employed and that employees are treated without regard to race, color, sex, religious ancestry or national origin, including employment in all crafts, of foremen, journeymen, apprentices, or trainees; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including trainees and apprentices where applicable;

C. That, in all advertisements for subcontractors, suppliers, labor or other personnel, or requests for employment of any nature relating to the city construction contract, the bidder has stated in writing, and will state in writing if awarded the contract, that he/she is seeking persons of all racial and ethnic groups to apply and that it is his/her intention to hire employees in all crafts from all ethnic and racial minority groups. (Ord. 293 § 1 (part), 1971: prior code § 1789)

#### **2.44.100. Contractor's duties.**

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A. If the contractor's ethnic and racial minority workforce, and the distribution of such workforce by crafts, is equal to or exceeds the minimum level established for each year of the program, he/she will not be required to demonstrate the efforts he/she had made under this program for any period during which he/she reaches or exceeds the minimum level.

B. The contractor shall maintain and permit access to updated employment records and information with respect to all employees directly or indirectly performing work under the city construction contract, in accordance with the direction of the city, setting forth the distribution of personnel and members of all racial and ethnic groups by craft or trade classification, including information relating to apprentices and trainees, and shall maintain records indicating the monthly average man-days worked by employees of each such minority group.

C. Contractors, subcontractors or suppliers shall demonstrate compliance on the project by submitting evidence of racial and ethnic employment by crafts either on the specific project or in his total organization.

D. The contractor shall send to each labor union or worker representative with which he/she has a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the city, advising said union or representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places accessible to employees and applicants for employment.

E. The inability of the contractor to recruit and hire competent foremen, journeymen, apprentices or trainees of racial and ethnic minority groups from labor unions shall not exempt the contractor from complying with this

affirmative action program.

F. The contractor shall maintain records detailing his/her compliance with the requirements of this chapter and with his/her plan, and shall submit to the city a report detailing such compliance at least monthly between the award of the contract and the completion of the work thereunder. The contractor shall require similar information from his/her subcontractors and suppliers. (Ord. 293 § 1 (part), 1971: prior code § 1790)

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#### **2.44.110. Failure of contractor to comply with program.**

In the event that the contractor has failed to meet the minimum levels, or otherwise fulfill his/her plan for complying with the affirmative action program, and desires to present evidence that failure to comply or meet such levels was through no fault of his/her own, but was due to an inability to obtain competent minority employees, after making all reasonable efforts to do so from standard sources such as public advertisements, unions, employment or other agencies capable of providing such employees, he/she shall submit written evidence as required by the city that he/she has made such efforts and that minority employees have not been available by such means. (Ord. 293 § 1 (part), 1971: prior code § 1791)

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#### **2.44.120. Correcting violations.**

A. After a determination by the city that a contractor, subcontractor or supplier has failed to comply with the terms of this chapter while operating under a city construction contract or has committed a violation of any applicable state or federal law concerning equal employment practices, the city shall serve written notice of such violation on the contractor or his representative. The contractor shall be responsible for notifying any subcontractor or supplier involved in the violation of such violation.

B. Upon request by the city, the contractor determined to be in violation shall meet with city representatives in order to determine a method of correcting the violation and the time period within which such remedy shall be effected. If the remedy is not agreed upon within ten days of the above notice, the city shall prescribe the method by which the violation shall be corrected, and shall notify the responsible contractor that his subcontractors or suppliers correct their violations.

C. If the contractor has not corrected the violation in the manner prescribed by such second notice within seven days after receipt of such notice, unless an extended period is permit in writing by the city, the city may impose one or more of the sanctions provided in Section 2.44.130. (Ord. 293 § 1 (part), 1971: prior code § 1792)

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#### **2.44.130. Sanctions.**

Upon a determination by the city that a contractor, subcontractor or supplier has violated any portion of this chapter, the city shall impose one or more of the following sanctions:

A. Find that the contractor is not a responsible bidder for any future contracts until he/she has demonstrated to the satisfaction of the city that he/she has made a good-faith effort to improve minority employment, and will comply with the affirmative action program in effect at the time of any future bids; in no event shall he/she be a responsible bidder on contracts advertised within one year from such finding, unless earlier approved by the city council;

B. Terminate the entire contract effective at a time specified by the city;

C. Terminate any portion of the contract or work thereunder;

D. Direct the prime contractor to terminate all or part of the contract with any subcontractor or supplier determined to be in violation of this chapter;

E. Find that any subcontractor or supplier in violation of this program is not a responsible party to a city

contract and refuse to accept bids from prime contractors who intend to use such subcontractors or suppliers in performing city contracts, until the subcontractor or supplier has demonstrated to the satisfaction of the city that he/she has made a good-faith effort to improve minority employment and will comply with the affirmative action program in effect at the time of any future bids; in no event shall he/she be a responsible party to any city contract advertised within one year from such finding unless earlier approved by the city council;

F. Since it is one purpose of this program to improve employment of racial and ethnic minorities which make up a substantial portion of the welfare cost to the city and since it is estimated that greater minority employment will reduce such cost in an amount not capable of accurate measurement, there may be assessed the sum of one-quarter of one percent of the contract price as liquidated damages for each day under the contract for which the contractor has failed to comply with this program and his/her plan submitted with his/her bid. Such liquidated damages shall be a minimum of twenty-five dollars per day and a maximum of one hundred dollars per day. (Ord. 293 § 1 (part), 1971: prior code § 1793)



## STAFF REPORT CITY OF IMPERIAL BEACH

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

**MEETING DATE:** JUNE 15, 2011  
**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, DIRECTOR *GW*  
DAVID GARCIAS, CODE COMPLIANCE OFFICER *DG*

**SUBJECT:** 741 HICKORY CT – NOTICE TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS.

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### **BACKGROUND:**

This Code Compliance Case has been ongoing from March 17, 2010, when staff received two citizen complaints regarding property conditions at 741 Hickory Court.

Staff have inspected and observed tarps on the roof, portions of the roof were deteriorated and needed repair, inoperable vehicles were parked in the front yard driveway, and an accumulation of trash, debris and litter were in the yard on the west side of the house. Staff sent a notice of violation to the owners/residents on March 22, 2010 for violations of the following sections of the Imperial Beach Municipal Code:

1. **IBMC 1.16.010.U. "Visual Blight".**
2. **IBMC 1.16.010.R. Property maintenance constituting a public nuisance.**
3. **IBMC 8.44.020. Inoperable or abandon vehicles may not be stored on property.**

Despite repeated notices and the issuance of Administrative Citations(beginning May 13, 2010 through May 9, 2011 as detailed in the staff report submitted to the City Council for the public hearing held on May 18, 2011), there was no response from the property owner and no abatement of the violations.

On October 26, 2010, staff encountered the property owner's wife during a drive-by inspection (Donna Musick-Del Rosal). Ms. Musick-Del Rosal told staff the owner is rarely home due to working out of town and further advised that she would have the inoperable vehicles removed, but the repairs to the home would not happen. Staff granted additional time to abate the violations. After the additional time, staff re-inspected and observed the inoperable vehicles had not been removed and the violations were unchanged.

On May 9, 2011, staff posted and served the property owner with a notice to eliminate substandard and public nuisance conditions on the property by May 18, 2011. The owner was notified by mail that a public hearing was scheduled for the same date.

On May 18, 2011, at the City Council meeting, the Council voted to continue the public hearing to the June 15, 2011, City Council meeting and to temporarily suspend the accrual of civil penalties.

**DISCUSSION:**

On May 18, 2011, at the City Council meeting, the owner of the property, Miguel Del Rosal, and Donna Musick-Del Rosal attended the meeting. After the meeting, staff spoke with Mr. Del Rosal and Ms. Musick-Del Rosal to establish a work plan for the abatement of the violations, but the owner would not commit to a work plan saying he could not provide a date when the violations would be abated. Ms. Musick-Del Rosal said because she did not know how long it would take to clean up the title on the inoperable vehicles, she could not commit to a work plan. Staff asked about the reason for the tarp over the roof. Ms. Musick-Del Rosal said the tarp is on the roof because there is a hole in the roof, and it leaks and she further advised that she had a roofer in mind to repair the roof, but that he did not have a roofing contractor's license yet. Staff directed the owner to obtain three bids from licensed roofing contractors for the repairs to the roof.

On May 19, 2011, staff received a telephone call from one of the two complainants regarding the property. The complainant asked staff for the status of the case, and thanked staff for their efforts to clean up the property.

On June 1, 2011, staff re-inspected the property and observed some of the facia had been cleaned up, the owner had patched a small section of roof sheathing over the doorway, and one of the inoperable vehicles (a van), which had been filled with stored materials, had been removed from the driveway. However, staff also observed that the remainder of the violations continue to be unabated, including the junk, trash, and debris in the yards; inoperable and unsightly vehicles parked in the front yard driveway; and a portion of the roof is still covered in a tarp and continues to deteriorate. Staff met with Mr. Del Rosal at the property. Mr. Del Rosal said his wife is working on getting three bids from licensed roofing contractors for the repairs to the roof and cleaning up the title on the inoperable vehicles so they can be removed. Staff asked about the junk, trash, and debris in the yards, and Mr. Del Rosal said he would clean that up immediately.

On June 6, 2011, staff re-inspected and observed no change on the property. Staff telephoned and left messages for Ms. Musick-Del Rosal to call back and provide staff an update on the progress to abate the violations. Staff also spoke to Mr. Del Rosal, and he said he would have the junk, trash, and debris cleaned up from the yards by the date of the City Council meeting.

By the time of the June 15, 2011, City Council Meeting staff may have additional items to report.

**FISCAL ANALYSIS:**

To date, assessments of administrative citations, delinquent penalties, and interest charges pursuant to Imperial Beach Municipal Code chapter 1.22 have been assessed as follows:

• 05/13/2010, 1st Administrative Citation - #A10032:	\$	300.00
• 06/15/2010, 2nd Administrative Citation - #A10039:		600.00
• 07/13/2010, 3rd Administrative Citation - #A10044:		1,500.00
• 11/24/2010, 4th Administrative Citation - #A10077:		3,000.00
• <u>Penalties &amp; Interest charges as of 05/09/2011:</u>	+	<u>4,590.00 *</u>
	\$	9,990.00
<u>TO DATE PAYMENTS RECEIVED</u>		<u>0.00</u>
<b>TOTAL AMOUNT OUTSTANDING \$</b>		<b>9,990.00</b>

\* **PENALTIES & INTEREST CHARGES:** Pursuant to IBMC 1.22.140 any responsible party who fails to pay a fine on or before the date that payment is due, shall also be liable for the payment of a late payment charge of twenty-five (25%) percent of the fine. In addition, delinquent fines shall accrue interest at the rate of ten (10%) percent per month, excluding penalties, from the due date.

Staff has taken action on the unpaid fines, penalties, and interest charges in accordance with the Municipal Code and recorded two notices of lien in the office of the County Recorder constituting a special assessment against the real property. In July 2011, staff shall turn over copies of the liens to the tax collector for the County of San Diego, and the amounts shall be collected at the same time and in the same manner as ordinary property taxes are collected.

Accrual of civil penalties at \$50.00 per day per violation from May 9, 2011 to May 18, 2011, accrued as follows:

1. May 9, 2011 to May 18, 2011 – 9 days (3 violations) @ \$50.00 per day per violation = **\$1,350.00**

**DEPARTMENT RECOMMENDATION:**

Staff recommends the City Council hold the public hearing and upon its conclusion determine that conditions exist which constitute substandard and public nuisance, consider holding the **\$1,350.00** in civil penalties in abeyance, and directing the owner or other person controlling the property to abate the Nuisance Conditions on the Property on or before August 15, 2011, and that if the Nuisance Conditions are not completely abated by the owner or other person controlling the property on or before August 15, 2011, the City Manager or the City Manager's designee is authorized to cause the abatement of the Nuisance Conditions to be completed by City forces or private contract.

Staff Recommends the Mayor and City Council:

1. Declare the public hearing open, and receive the report.
2. Entertain any objections or protests.
3. Close the Public Hearing.
4. Consider a motion to adopt Resolution No. 2011-7058 finding and declaring that the notice and order to eliminate substandard and public nuisance conditions(s), regarding the property at 741 Hickory Court is appropriate, determining that conditions exist which constitute substandard and public nuisance conditions, ordering the abatement of substandard and public nuisance conditions, and assessing costs of abatement, and civil penalties holding the **\$1,350.00** in civil penalties in abeyance.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown, City Manager

Attachments:

- Draft – Resolution No. 2011-7058
- Staff Report from May 18, 2011

**RESOLUTION NO. 2011-7058**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 741 HICKORY COURT IS APPROPRIATE, DETERMINING THAT THE CONDITIONS EXIST WHICH CONSTITUTE SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS, ORDERING THE ABATEMENT OF SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS, AND ASSESSING COSTS OF ABATEMENT, AND CIVIL PENALTIES.**

**WHEREAS**, this Code Compliance Case has been ongoing from March 17, 2010, when staff received two citizen complaints regarding property conditions at 741 Hickory Court ["Property"]; and

**WHEREAS**, staff have inspected and observed tarps on the roof, portions of the roof were deteriorated and needed repair, inoperable vehicles were parked in the front yard driveway, and an accumulation of trash, debris and litter were in the yard on the west side of the house. Staff sent a notice of violation to the owners/residents on March 22, 2010 for violations of the following sections of the Imperial Beach Municipal Code ["Nuisance Conditions"]:

1. **IBMC 1.16.010.U. "Visual Blight".**
2. **IBMC 1.16.010.R. Property maintenance constituting a public nuisance.**
3. **IBMC 8.44.020. Inoperable or abandon vehicles may not be stored on property; and**

**WHEREAS**, despite repeated notices and the issuance of Administrative Citations (beginning May 13, 2010 through May 9, 2011 as detailed in the staff report submitted to the City Council for the public hearing held on May 18, 2011), there was no response from the property owner and no abatement of the violations; and

**WHEREAS**, on October 26, 2010, staff encountered the property owner's wife during a drive-by inspection (Donna Musick-Del Rosal). Ms. Musick-Del Rosal told staff the owner is rarely home due to working out of town and further advised that she would have the inoperable vehicles removed, but the repairs to the home would not happen. Staff granted additional time to abate the violations. After the additional time, staff re-inspected and observed the inoperable vehicles had not been removed and the violations were unchanged; and

**WHEREAS**, on May 9, 2011, staff posted and served the property owner with a notice to eliminate substandard and public nuisance conditions on the property by May 18, 2011. The owner was notified by mail that a public hearing was scheduled for the same date; and

**WHEREAS**, on May 18, 2011, at the City Council meeting, the Council voted to continue the public hearing to the June 15, 2011 City Council meeting and suspend the accrual of civil penalties; and

**WHEREAS**, on May 18, 2011, at the City Council meeting, the owner of the property, Miguel Del Rosal and Donna Musick-Del Rosal, attended the meeting. After the meeting, staff spoke with Mr. Del Rosal and Ms. Musick-Del Rosal to establish a work plan for the abatement of the violations, but the owner would not commit to a work plan saying he could not provide a date when the violations would be abated. Ms. Musick-Del Rosal said because she did not know how long it would take to clean up the title on the inoperable vehicles, she could not commit to a work plan. Staff asked about the reason for the tarp over the roof. Ms. Musick-Del Rosal said the tarp is on the roof because there is a hole in the roof, and it leaks and she further

advised that she had a roofer in mind to repair the roof, but that he did not have a roofing contractor's license yet. Staff directed the owner to obtain three bids from licensed roofing contractors for the repairs to the roof; and

**WHEREAS**, on May 19, 2011, staff received a telephone call from one of the two complainants regarding the property. The complainant asked staff for the status of the case, and thanked staff for their efforts to clean up the property; and

**WHEREAS**, on June 1, 2011, staff re-inspected the property and observed some of the facia had been cleaned up, the owner had patched a small section of roof sheathing over the doorway, and one of the inoperable vehicles (a van), which had been filled with stored materials, had been removed from the driveway. However, staff also observed that the remainder of the violations continue to be unabated, including the junk, trash, and debris in the yards; inoperable and unsightly vehicles parked in the front yard driveway; and a portion of the roof is still covered in a tarp and continues to deteriorate. Staff met with Mr. Del Rosal at the property. Mr. Del Rosal said his wife is working on getting three bids from licensed roofing contractors for the repairs to the roof and cleaning up the title on the inoperable vehicles so they can be removed. Staff asked about the junk, trash, and debris in the yards, and Mr. Del Rosal said he would clean that up immediately; and

**WHEREAS**, on June 6, 2011, staff re-inspected and observed no change on the property. Staff telephoned and left messages for Ms. Musick-Del Rosal to call back and provide staff an update on the progress to abate the violations. Staff also spoke to Mr. Del Rosal, and he said he would have the junk, trash, and debris cleaned up from the yards by the date of the City Council meeting; and

**WHEREAS**, testimony was presented to the City Council at the public hearing on June 15<sup>th</sup>, 2011 regarding conditions at 741 Hickory Court.

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

**SECTION 1:** The foregoing recitals are true and correct, the City Council hereby concurs with the Finding and Declaring the Notice and Order to Eliminate Substandard and Public Nuisance Condition(s) is appropriate, and the City Council determines that conditions exist which constitute substandard and public nuisance conditions, pursuant to Chapters 8.44 Nuisance Vehicles, 8.50 additional Substandard Conditions, and Chapter 1.16 Property Maintenance, of the Imperial Beach Municipal Code and the assessment of civil penalties.

**SECTION 2:** The owner or other person controlling the Property is ordered to abate the Nuisance Conditions on the Property by:

1. Removing all of the junk, trash, and debris littered in the yards,
2. Remove the tarps from the roof and repair the deteriorated portions of the roof, and
3. Remove all of the inoperable vehicles from the property

The owner or other person controlling the Property is ordered to abate the nuisance conditions on or before August 15, 2011.

**SECTION 3:** That if the Nuisance Conditions are not completely abated by the owner or other person controlling the Property on or before August 15, 2011, the City Manager or the City Manager's designee is authorized to cause the abatement of the Nuisance Conditions to be

completed by City forces or private contract.

**SECTION 4:** The cost of abatement is approved as follows:

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

**SECTION 5:** Accrual of civil penalties at \$50.00 per day per violation from May 9, 2011 to May 18, 2011, accrued as follows:

1. May 9, 2011 to May 18, 2011 – 9 days (3 violations) @ \$50.00 per day per violation  
= **\$1,350.00**

The One Thousand Three Hundred Fifty dollars (\$1,350.00) in current civil penalties shall be held in abeyance until further decision or order by the City Council.

**SECTION 6:** The City Council authorizes staff to seek legal action to either compel the owner or other person controlling the Property to abate the nuisance conditions on the Property or to obtain an abatement warrant to cause the abatement to be completed by City forces or private contract.

**SECTION 7:** The City Manager may cause a copy or copies of this Resolution to be conspicuously posted, as the City Manager may deem necessary.

**SECTION 8:** The City Clerk is hereby directed to:

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

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 15<sup>th</sup> day of June 2011, by the following vote:

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

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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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



## STAFF REPORT CITY OF IMPERIAL BEACH

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

MEETING DATE: MAY 18, 2011  
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, DIRECTOR  
DAVID GARCIAS, CODE COMPLIANCE OFFICER

SUBJECT: 741 HICKORY CT – NOTICE TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS.

### BACKGROUND:

On March 17, 2011, staff received two citizen complaints regarding property conditions at 741 Hickory Court.

On March 18, 2011, staff conducted an inspection and observed tarps on the roof, portions of the roof were deteriorated and needed repair, inoperable vehicles were parked in the front yard driveway, and an accumulation of trash, debris and litter were in the yard on the west side of the house.

On March 22, 2011, a Notice of Violation was issued for the following observed code violations:

1. **IBMC 1.16.010.U. "Visual Blight".**
2. **IBMC 1.16.010.R. Property maintenance constituting a public nuisance.**
3. **IBMC 8.44.020. Inoperable or abandon vehicles may not be stored on property.**

The owner was required to correct the violations no later than April 5, 2010.

Between April 5, 2010 and May 13, 2010, staff conducted several re-inspections and did not observe any change on the property with the violations remaining unabated. The following actions were then taken by staff:

- a. May 13, 2010: Staff issued an Administrative Citation to the property owner in the amount of \$300.00 to abate violations
- b. June 15, 2010: Re-Inspection, staff observed violations not abated; staff issued a second Administrative Citation to the property owner in the amount of \$600.00 to abate the violations
- c. June 28, 2010: Re-Inspection, staff observed violations not abated
- d. July 12, 2010: Re-Inspection, staff observed violations not abated
- e. July 13, 2010: Staff issued a third Administrative Citation to the property owner in

the amount of \$1,500.00 to abate the violations

- f. July 29, 2010: Re-Inspection, staff observed violations not abated
- g. August 17, 2010: Staff provided the property owner an extension to September 15, 2010, due to divorce proceedings
- h. September 23, 2010: Re-Inspection, staff observed violations not abated
- i. October 7, 2010: Re-Inspection, staff observed violations not abated
- j. October 26, 2010: Met with the owner's wife, violations not abated
- k. November 22, 2010: Re-Inspection, staff observed violations not abated
- l. November 24, 2010: staff issued a fourth Administrative Citation to the property owner in the amount of \$3,000.00 to abate the violations
- m. December 23, 2010, Re-Inspection, staff observed violations not abated
- n. January 12, 2011, Re-Inspection, staff observed violations not abated

On October 26, 2010, staff made contact with the property owner's wife at the property as she was removing items from the home. She told staff the owner is rarely home due to working out of town. She said she would have the inoperable vehicles removed, but the repairs to the home would not happen.

Between October 26, 2010 and May 9, 2011, staff has continued to conduct re-inspections, but the violations have not been abated.

**DISCUSSION:**

On May 9, 2011, staff conducted another drive-by inspection at 741 Hickory Court and observed junk, trash, and debris in the yard; inoperable vehicles were still parked in the front yard driveway; and the roof is not repaired and continues to deteriorate.

On May 9, 2011, staff posted and served the property owner with a notice to eliminate substandard and public nuisance conditions on the property by May 18, 2011. The owner was notified by mail that a public hearing was scheduled for the same date.

By the time of the May 18, 2011, City Council Meeting staff may have additional items to report.

**FISCAL ANALYSIS:**

To date, assessments of administrative citations, delinquent penalties, and interest charges pursuant to Imperial Beach Municipal Code chapter 1.22 have been assessed as follows:

• 05/13/2010, 1st Administrative Citation - #A10032:	\$	300.00
• 06/15/2010, 2nd Administrative Citation - #A10039:		600.00
• 07/13/2010, 3rd Administrative Citation - #A10044:		1,500.00
• 11/24/2010, 4th Administrative Citation - #A10077:		3,000.00
• <u>Penalties &amp; Interest charges as of 05/09/2011:</u>	+	4,590.00
	\$	9,990.00
<u>TO DATE PAYMENTS RECEIVED</u>		0.00
<u>TOTAL AMOUNT OUTSTANDING \$</u>		<b>9,990.00</b>

Staff has taken action on the unpaid fines, penalties, and interest charges in accordance with the Municipal Code and recorded two notices of lien in the office of the County Recorder constituting a special assessment against the real property. In July 2011, staff shall turn over

copies of the liens to the tax collector for the County of San Diego, and the amounts shall be collected at the same time and in the same manner as ordinary property taxes are collected.

With this action, staff recommends assessment of \$500.00 in administrative costs for nuisance abatement proceedings pursuant to Imperial Beach Municipal Code Sections 1.16.240 and 1.12.020, and, assuming no abatement of violations has occurred by May 18, 2011, assessment of civil penalties at \$50.00 per day per violation from May 9, 2011 to May 18, 2011, accrued as follows:

1. May 9, 2011 to May 18, 2011 – 9 days (3 violations) @ \$50.00 per day per violation = **\$1,350.00**
2. Administrative Fee: **\$500.00**

CIVIL PENALTIES:	\$1,350.00
ADMINISTRATIVE FEE:	+ 500.00
<b>TOTAL COSTS:</b>	<b>\$1,850.00</b>

**DEPARTMENT RECOMMENDATION:**

Staff Recommends the Mayor and City Council:

1. Declare the public hearing open, and receive the report.
2. Entertain any objections or protests.
3. Close the Public Hearing.
4. Consider a motion to adopt Resolution No. 2011-7040 assessing \$1,350.00 in current civil penalties (dependent upon any noted violation abatement), and \$500.00 in administrative fees.
5. Authorize staff to seek legal action to either compel the property owner to clean up the property or to obtain an abatement warrant to cause the abatement to be completed by City forces or private contract.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.

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

Attachments:

- Draft – Resolution No. 2011-7040
- Notice to Eliminate Conditions, dated May 9, 2011
- Declaration of Service, dated May 9, 2011

**RESOLUTION NO. 2011-7040**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 741 HICKORY COURT IS APPROPRIATE AND ASSESSING COSTS OF ABATEMENT, AN ADMINISTRATIVE FEE AND CIVIL PENALTIES**

**WHEREAS**, On March 17, 2011, staff received two citizen complaints regarding property conditions at 741 Hickory Court; and

**WHEREAS**, On March 18, 2011, staff conducted an inspection and observed tarps on the roof, portions of the roof were deteriorated and needed repair, inoperable vehicles were parked in the front yard driveway, and an accumulation of trash, debris and litter were in the yard on the west side of the house; and

**WHEREAS**, On March 22, 2011, a Notice of Violation was issued for the following observed code violations:

1. **IBMC 1.16.010.U. "Visual Blight".**
2. **IBMC 1.16.010.R. Property maintenance constituting a public nuisance.**
3. **IBMC 8.44.020. Inoperable or abandon vehicles may not be stored on property; and**

**WHEREAS**, The owner was required to correct the violations no later than April 5, 2010; and

**WHEREAS**, Between April 5, 2010 and May 13, 2010, staff conducted several re-inspections and did not observe any change on the property with the violations remaining unabated. The following actions were then taken by staff:

- a. May 13, 2010: Staff issued an Administrative Citation to the property owner in the amount of \$300.00 to abate violations
- b. June 15, 2010: Re-Inspection, staff observed violations not abated; staff issued a second Administrative Citation to the property owner in the amount of \$600.00 to abate the violations
- c. June 28, 2010: Re-Inspection, staff observed violations not abated
- d. July 12, 2010: Re-Inspection, staff observed violations not abated
- e. July 13, 2010: Staff issued a third Administrative Citation to the property owner in the amount of \$1,500.00 to abate the violations
- f. July 29, 2010: Re-Inspection, staff observed violations not abated
- g. August 17, 2010: Staff provided the property owner an extension to September 15, 2010, due to divorce proceedings
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- j. October 26, 2010: Met with the owner's wife, violations not abated
- k. November 22, 2010: Re-Inspection, staff observed violations not abated
- l. November 24, 2010: staff issued a fourth Administrative Citation to the property owner in the amount of \$3,000.00 to abate the violations
- m. December 23, 2010, Re-Inspection, staff observed violations not abated
- n. January 12, 2011, Re-Inspection, staff observed violations not abated; and

**WHEREAS**, On October 26, 2010, staff made contact with the property owner's wife at the property as she was removing items from the home. She told staff the owner is rarely home due to working out of town. She said she would have the inoperable vehicles removed, but the repairs to the home would not happen; and

**WHEREAS**, Between October 26, 2010 and May 9, 2011, staff has continued to conduct re-inspections, but the violations have not been abated; and

**WHEREAS**, On May 9, 2011, staff conducted another drive-by inspection at 741 Hickory Court and observed junk, trash, and debris in the yard; inoperable vehicles were still parked in the front yard driveway; and the roof is not repaired and continues to deteriorate; and

**WHEREAS**, On May 9, 2011, staff posted and served the property owner with a notice to eliminate substandard and public nuisance conditions on the property by May 18, 2011. The owner was notified by mail that a public hearing was scheduled for the same date; and

**WHEREAS**, testimony was presented to the City Council at the public hearing on May 18<sup>th</sup>, 2011 regarding conditions at 741 Hickory Court; and

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

**SECTION 1:** The foregoing recitals are true and correct, and the City Council hereby concurs with the Finding and Declaring the Notice and Order to Eliminate Substandard and Public Nuisance Condition(s) is appropriate and assessing costs of abatement, an administrative fee and civil penalties.

**SECTION 2:** The cost of abatement is approved as follows:

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

Assessment of \$500.00 in administrative costs for nuisance abatement proceedings pursuant to Imperial Beach Municipal Code Sections 1.16.240 and 1.12.020, and, assuming no abatement of violations has occurred by May 18, 2011, assessment of civil penalties at \$50.00 per day per violation from May 9, 2011 to May 18, 2011, accrued as follows:

1. May 9, 2011 to May 18, 2011 – 9 days (3 violations) @ \$50.00 per day per violation  
= **\$1,350.00**
2. Administrative Fee: **\$500.00**

CIVIL PENALTIES:	\$1,350.00
ADMINISTRATIVE FEE:	+ 500.00
<b>TOTAL COSTS:</b>	<b>\$1,850.00</b>

**SECTION 3:** The One Thousand Three Hundred Fifty dollars (\$1,350.00) in current civil penalties, and the Five Hundred dollars (\$500.00) in administrative costs are hereby assessed and to be remitted to the City within 30 days of adoption of this Resolution. The total amount of **\$1,850.00** constitutes a special assessment against the lot or parcel of land to which it relates. Upon recording a notice of lien in the office of the county recorder, the cost is a lien on the property for the amount of the assessment. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected and, in case of delinquency, is subject to the same penalties and procedures as provided for ordinary municipal taxes. All laws of the state applicable to the levy, collection, and enforcement of municipal assessments apply. The assessment is also a personal obligation of the property owner.

**SECTION 4:** The City Council authorizes staff to seek legal action to either compel the property owner to clean up the property or to obtain an abatement warrant to cause the abatement to be completed by City forces or private contract.

**SECTION 5:** The City Manager may cause a copy or copies of this Resolution to be conspicuously posted, as the City Manager may deem necessary.

**SECTION 6:** The City Clerk is hereby directed to:

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

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 18<sup>th</sup> day of May 2011, by the following vote:

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

\_\_\_\_\_  
**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 a true and correct copy of Resolution No. 2011-7040 – A Resolution of the City Council of the City of

Imperial Beach, California, FINDING AND DECLARING THAT THE NOTICE AND ORDER TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITION(S), REGARDING THE PROPERTY AT 741 HICKORY COURT IS APPROPRIATE AND ASSESSING COSTS OF ABATEMENT, AN ADMINISTRATIVE FEE AND CIVIL PENALTIES.

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

\_\_\_\_\_  
DATE

# **NOTICE TO ELIMINATE SUBSTANDARD AND PUBLIC NUISANCE CONDITIONS**

The City Manager has determined that a condition exist which constitutes substandard and public nuisance conditions, pursuant to Chapter 8.44 Nuisance Vehicles, and Chapter 1.16 Property Maintenance, of the Imperial Beach Municipal Code.

**PROPERTY OWNER(S): DELROSAL, MIGUEL, 741 HICKORY CT, IMPERIAL BEACH, CA 91932-3416**

**ASSESSOR'S RECORD(S):** Lot (s) 40, as found on Map 3813 – REAM PK, or Property located at 741 Hickory Ct, Imperial Beach, CA 91932, also known as Assessor's Parcel No. **632-232-05-00.**





# City of Imperial Beach, California

COMMUNITY DEVELOPMENT DEPARTMENT - CODE COMPLIANCE DIVISION

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 628-1358/1359 Fax: (619) 424-4093

## DECLARATION OF SERVICE

May 9, 2011

I, **TOMMY SIMMONS**, hereby certify on penalty of perjury, that on May 9, 2011, at approximately 10:10 am, Pacific Daylight Time, I served a Notice to Eliminate Substandard and Public Nuisance Conditions to Miguel Delrosal, the Property Owner for the Property located at 741 Hickory Court (APN. # 632-232-05-00), **Imperial Beach, CA, 91932** in the following manner:

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

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

**TOMMY SIMMONS**  
**CODE COMPLIANCE OFFICER**  
**CITY OF IMPERIAL BEACH**

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

On May 9, 2011 **TOMMY SIMMONS**, personally appeared before me, **Jacqueline Hald**, City Clerk, known to me to be the person, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal:

Signature (Seal)

**JACQUELINE M. HALD, CITY CLERK**



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: GARY BROWN, CITY MANAGER**

**MEETING DATE: JUNE 15, 2011**

**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, COMMUNITY DEVELOPMENT DIRECTOR  
JIM NAKAGAWA, AICP, CITY PLANNER  
TYLER FOLTZ, ASSOCIATE PLANNER *TF*

**SUBJECT: PUBLIC HEARING: CASEY MAMMEN (APPLICANT)/JIM TONDELLI (OWNER), AN ADMINISTRATIVE COASTAL PERMIT (ACP 080058), CONDITIONAL USE PERMIT (CUP 080059), AND ADMINISTRATIVE SIGN PERMIT (ASP 080060) FOR A CHURCH USE ("THE POTTER'S HOUSE CHRISTIAN FELLOWSHIP CHURCH") TO OCCUPY AN EXISTING VACANT BUILDING LOCATED AT 808 13<sup>th</sup> STREET (APN 626-342-15-00), IN THE R-2000 (MEDIUM-DENSITY RESIDENTIAL) ZONE. MF 999.**

**PROJECT DESCRIPTION/BACKGROUND:**

This is an application (MF 999) for an Administrative Coastal Permit (ACP 080058), Conditional Use Permit (CUP 080059), and Administrative Sign Permit (ASP 080060) for a church use ("The Potter's House Christian Fellowship Church") to occupy an existing vacant 3,100 square foot building on an 18,880 square foot parcel (APN 626-342-15-00) located at 808 13<sup>th</sup> Street in the R-2000 (Medium-Density Residential) Zone. The project was originally submitted on November 6, 2008, and was on hold until a new applicant and owner re-initiated processing of the application in November 2010. The building was originally constructed in 1967, and was occupied by a mortuary from 1967 to 2008.



**PROJECT EVALUATION/DISCUSSION:**

The project site is an 18,880 square foot lot located at the south corner of Donax Avenue and 13<sup>th</sup> Street. The building was constructed in 1967 for a mortuary use, which occupied the building until 2008. The building consists of an assembly area, kitchen, dining room, nursery, and office. The proposed church would occupy the existing structure and would provide three weekly services that would take place on Wednesday at 7:30 PM, and Sunday at 10:30 AM and 6:30 PM that would include "prayer, preaching and teaching biblical lessons and worship." Sunday School for children and adults would also be provided each Sunday at 9:30 AM. Approximately 70 individuals attend each service, and approximately 40 individuals would attend Sunday School. Though no additional programs are proposed, occasional potlucks would occur approximately every six weeks.

The overall design of the building should remain consistent with developments along Donax Avenue and 13<sup>th</sup> Street because the properties to the north provide commercial uses and the properties to the west and south are multi-family residential buildings, which provide a similar, or increased, intensity in use to the proposed church. The proposed project should not impact the existing residences because the building exists and had provided a mortuary use with chapel services, which is comparable to a church in intensity, and the project site would be improved to accommodate off-street parking and reduce stormwater runoff.

**Improvements**

Because the building has legally existed since 1967 and no substantial construction is proposed as part of this project, staff has not requested alterations to the general site layout or to the façade beyond re-painting the building a white or off-white color to provide an improved aesthetic appearance (the rock portions of the façade would remain the existing color). However, in accordance with Imperial Beach Municipal Code (IBMC) 19.82.040 – Conditional Use Permit: Issuance Criteria, the property was reviewed to determine where improvements could be made to better conform to today's requirements and regulations. It is recommended that improvements be made to the parking lot, drainage/urban runoff conditions, and to the driveway approach.

**Driveway approach:** Ingress and egress on the project site occurs through an existing driveway off of 13<sup>th</sup> Street. As part of the project, the curb cut would be reconstructed to provide a concrete driveway with contiguous sidewalk that would meet minimum accessibility regulations (Regional Standard Drawing G-14A). This improvement is necessary to provide a safe and efficient path of travel for all pedestrians.

**Parking Lot:** The existing asphalt parking lot is in disrepair because of pot holes and lack of parking space striping. In addition, the property does not provide accessible parking stalls or paths of travel for the disabled. The project proposes to improve the parking lot by filling the pot holes with new asphalt and seal the entire parking lot with asphalt sealer. Parking spaces would be clearly marked and striped with paint contrasting in color with the surface, and disabled parking stalls and paths of travel that meet minimum California State Building Code requirements would be provided.

**Drainage:** Typically all projects must show how water will be directed to landscaped areas (bioswales) or to filters before it is discharged into the city's storm sewers or to the beach. The existing condition of the project site allows water runoff to flow into the alley and southern property, and also pools in the existing pot holes in the parking lot. The project proposes to

remove two feet of asphalt along the south and west portions of the parking lot and replace these areas with landscaping that would catch water runoff before it is allowed to leave the site. Landscaping materials will consist of drought tolerant species. Also, the project proposes to fill in the pot holes with asphalt and seal the entire asphalt parking lot with an asphalt sealer so that pooling does not occur. The parking lot will be graded wherever necessary to ensure proper drainage flow to landscaped areas.

Landscaping: The 18,880 square foot site would require 2,832 square feet of landscaping to meet the 15% on-site landscaping requirement. The property already provides 6,797 square feet of landscaping, which exceeds the requirement. A majority of the landscaping is provided on the north and northeast portions of the property, and consists of grass, trees, flowers, and shrubs. As previously discussed, landscape strips will be provided along the south and west property lines abutting the parking lot, which will assist in capturing water before leaving the project site. The landscaping is in good conditions and shall be maintained by the applicant and/or property owner.

In addition to these improvements, the project would have to comply with all required City of Imperial Beach and State of California building codes.

**GENERAL PLAN/ ZONING CONSISTENCY:** The proposed development is subject to R-2000 (Medium-Density Residential) zoning requirements. The purpose of the R-2000 zone is to provide for the development of detached and attached single family and multi-family dwellings in a moderately intense residential living environment in typically one and two story dwelling units. Churches are permitted in the R-2000 Zone subject to approval of a conditional use permit (IBMC 19.16.020). The proposed project would provide a church that should maintain a use that is similar to what existed, and would meet the intent of the land use designation.

Because the parking lot is not striped and in disrepair, the project proposes to improve the parking lot to comply with current standards, which would provide approximately 20 parking spaces (which would include disabled parking stalls). Per IBMC 19.48.050, churches require one parking space per 100 square feet of net floor area and one space per two employees. The net floor area for the building is 1,726 square feet, which would require 17 parking spaces. The church employs one pastor, thus one additional space is required, which would require a total of 18 parking spaces for the project. The project proposes 20 parking spaces (which include 2 accessible spaces); thus the parking requirements will be met.

Standards	Provided
Front (East): 15 feet Rear (West): 5 feet Side (South): 5 feet Street Side (North): 10 feet (IBMC 19.16.030)	Front (East): 16 feet Rear (West): 26 feet Side (South): 45 feet Street Side (North): 31 feet
Minimum lot size of 6,000 square feet (IBMC 19.16.040)	18,880 square foot parcel.
Minimum street frontage of 50 feet (IBMC 19.16.050).	13 <sup>th</sup> Street frontage of 125 feet. Donax Avenue frontage of 135 feet.
Maximum building height of two stories or 26 feet (IBMC 19.16.060)	17 feet in height.

Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (IBMC 19.50.030).	Total landscaping = 6,797 square feet (36%).
Required parking spaces for churches: one space for each one hundred square feet of net floor area, plus one space per two employees (IBMC 19.48.050.H).	1,726 net sq. ft. floor area/100 sq. ft. = 17 required spaces. 1 employee = 1 required employee space. 20 spaces will be provided where only 18 are required.

**Surrounding Zoning and Land Use**

North: C-1  
 South: R-3000  
 East: R-3000  
 West: R-2000



**Signage**

One new 40 square foot monument sign is proposed in the northeast area of the property (5-feet in height, 8-feet in width). The sign would face the southwest corner of Donax Avenue and 13<sup>th</sup> Street, would have a brown aluminum frame to match the building, and a blue lexan (plastic) background with white and light blue vinyl letters that would read "The Potter's House Christian Fellowship Church."

Monument signs are allowed in the R-2000 Zone; however, these signs are typically limited to 12 square feet of signage area and six feet in height. Because the proposed use is more commercial in nature it may be appropriate to apply the commercial signage standards, which would allow for a signage area of 40 square feet. The proposed sign would remain under the six foot height limit of the R-2000 Zone, and would not exceed the 40 square foot allowance that is allowed in commercial zones. While staff would recommend the proposed location and size would be appropriate for a monument sign, staff is recommending alternate colors and materials that would better match the building and provide a greater aesthetic quality to the 13<sup>th</sup> Street design corridor. Staff recommends that the City Council approve the concept of a 40 square foot monument sign not to exceed six feet in height and allow staff to work with the applicant on an acceptable design during the building permit process. This is contained in the Conditions of Approval.



**ENVIRONMENTAL IMPACT:**

This project is categorically exempted from the requirements of the California Environmental Quality Act (CEQA) as a Class 1 project pursuant to CEQA Guidelines Section 15301 (Existing Facilities) because the project would involve negligible or no expansion of use beyond what is existing.

**COASTAL JURISDICTION:**

This project is located in the coastal zone as defined by the California Coastal Act of 1976. The City Council public hearing will serve as the required coastal permit hearing and the City Council will consider the findings under the California Coastal Act. Pursuant to the City of Imperial Beach Zoning Ordinance Section 19.87.050, review of the proposal will consider whether the proposed development satisfies the required findings prior to the approval and issuance of a Coastal Development Permit. The project is not located in the Appeal Jurisdiction of the California Coastal Commission, 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 IMPACT:**

The applicant has deposited \$5,000.00 in Project Account Number (080058) to fund the processing of this application.

**DEPARTMENT RECOMMENDATION:**

1. Consider public testimony.
2. Consider adoption of Resolution No. 2011-7054, approving an Administrative Coastal Permit (ACP 080058), Conditional Use Permit (CUP 080059), and Administrative Sign Permit (ASP 080060) 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. Resolution 2011-7054
2. Plans
3. Plans (Parking Lot/Drainage)
4. Plans (Sign)

c: Project File MF 999  
Casey Mammen, The Potter's House, P.O. Box 823, Imperial Beach, CA 91933  
Jim Tondelli, Presidio Mortgage Inc., P.O. Box, 9208, Rancho Santa Fe, CA 92067  
Jacque Hald, City Clerk

## RESOLUTION NO. 2011-7054

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING ADMINISTRATIVE COASTAL PERMIT (ACP 080058), CONDITIONAL USE PERMIT (CUP 080059), AND ADMINISTRATIVE SIGN PERMIT (ASP 080060) FOR A CHURCH USE ("THE POTTER'S HOUSE CHRISTIAN FELLOWSHIP CHURCH") TO OCCUPY AN EXISTING VACANT BUILDING LOCATED AT 808 13<sup>TH</sup> STREET (APN 626-342-15-00), IN THE R-2000 (MEDIUM-DENSITY RESIDENTIAL) ZONE. MF 999.**

**WHEREAS**, on June 15, 2011, the City Council of the City of Imperial Beach held a duly advertised and noticed public hearing to consider the merits of approving or denying an application for an Administrative Coastal Permit (ACP 080058), Conditional Use Permit (CUP 080059), and Administrative Sign Permit (ASP 080060) for a church use ("The Potter's House Christian Fellowship Church") to occupy an existing vacant 3,100 square foot building on an 18,880 square foot parcel (APN 626-342-15-00) located at 808 13<sup>th</sup> Street in the R-2000 (Medium-Density Residential) Zone, a site legally described as follows:

Lots 36 to 40 inclusive, Block 36, in the City of Imperial Beach, County of San Diego, State of California, according to the Map thereof No. 14959, filed in the Office of the Recorder of San Diego County; 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 1 project pursuant to CEQA Guidelines Section 15301 (Existing Facilities) because the project would involve negligible or no expansion of use beyond what is existing; and

**WHEREAS**, the City Council further offers the following findings in support of its decision to conditionally approve the project:

**CONDITIONAL USE PERMIT:**

- 1. That the proposed use is necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood or community;**

The proposed church use will occupy a vacant building at 808 13<sup>th</sup> Street. The use is necessary and desirable as it will provide a community-based service to the entire community.

- 2. That the use will not, under the circumstances of the particular use, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;**

The proposed use will not be detrimental to the public, as there will be no hazardous materials, fumes, or operations at the facility, nor will there be any noxious odors, loud noises, or excessive traffic generated at the site. The facility would function in a low intensity manner. The church activities and any associated impacts would be contained within the building and not impact the surrounding uses. The parking impacts would be mitigated with the provision of parking spaces in the parking lot provided off of 13<sup>th</sup> Street.

3. **That the proposed use will comply with the regulations and conditions specified in this title for the use and for other permitted uses in the same zone; and**

The R-2000 (Medium-Density Residential) Zone allows for churches subject to the approval of a conditional use permit. The proposed church facility is consistent with the zoning for this area and will comply with all of the regulations and conditions for that use.

4. **That the granting of the conditional use permit will be in harmony with the purpose and intent of the zoning code, the adopted General Plan and the adopted Local Coastal Program**

The R-2000 (Medium-Density Residential) Zone allows for churches subject to the approval of a conditional use permit. The proposed church facility is consistent with the zoning for this area and will comply with all of the regulations and conditions for that use and will be in harmony with the purpose and intent of the zoning code, the adopted General Plan and the adopted Local Coastal Program.

**ADMINISTRATIVE COASTAL PERMIT:**

5. **The proposed development conforms to the certified local coastal plan including coastal land use policies.**

The General Plan/Local Coastal Plan designates the site as Medium-Density Residential (R-2000), which provides for churches with approval of a conditional use permit. The project site is located in a non-appealable coastal zone and complies with the land use designation of the General Plan/Local Coastal Plan.

6. **The proposed development meets the minimum criteria set forth in the City of Imperial Beach Zoning Ordinance, the City's Minimum Landscape Planting and Irrigation Standards, and the City's Design Guidelines, as applicable.**

The project complies with the setback requirements, landscaping requirements and building height limitation specified in the Zoning Ordinance. The project will provide additional landscaping along the existing parking lot and provide some grading wherever necessary to ensure that drainage is maintained on-site.

7. **This project complies with the California Environmental Quality Act.**

This project may be categorically exempted from the requirements of the California Environmental Quality Act (CEQA) as a Class 1 project pursuant to CEQA Guidelines Section 15301 (Existing Facilities) because the project would involve negligible or no expansion of use beyond what is existing. The City has prepared a Categorical Exemption per the CEQA requirements for this project and the Notice of Exemption will be filed with the County Clerk in compliance with CEQA.

8. **Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, of the Coastal Development Project have been satisfied.**

The project description and the date of the City Council public hearing were sent to property owners within 300 feet and occupants within 100 feet of the subject site on June 2, 2011, and a public hearing notice was published in the South County Eagle & Times newspaper on June 2, 2011.

**ADMINISTRATIVE SIGN PERMIT:****9. The proposed project is consistent with the Design Element of the General Plan.**

The proposed five foot tall single-sided freestanding monument sign proposes approximately 40 square feet of signage (5 feet in height x 8 feet in width). The message will read "Potter's House Christian Fellowship Church," with logo. The sign relates to the use, and is consistent with the General Plan.

**10. The proposed project is consistent with Chapter 19.52 of the City of Imperial Beach Municipal Code, entitled "Signs".**

The purpose of the sign regulations is to encourage the effective use of signs as a means of communication in the City and to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth. Forty square feet of signage is typically allowed for commercial monument signs. The project proposes a 40 square foot monument sign, and is therefore consistent with Chapter 19.52 of the City of Imperial beach Municipal Code.

**11. The proposed project will not have a detrimental effect upon the general health, welfare, safety or convenience of persons residing or working in the neighborhood, and will not be detrimental or injurious to the value of property and improvements in the neighborhood.**

The proposed signs will not adversely impact adjacent businesses because the signage does not exceed the allowance limits typically provided for commercial uses.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Imperial Beach that Administrative Coastal Permit (ACP 080058), Conditional Use Permit (CUP 080059), and Administrative Sign Permit (ASP 080060) for a church use ("The Potter's House Christian Fellowship Church") to occupy an existing vacant 3,100 square foot building on an 18,880 square foot parcel (APN 626-342-15-00) located at 808 13<sup>th</sup> Street in the R-2000 (Medium-Density Residential) Zone are hereby approved subject to the following:

**CONDITIONS OF APPROVAL:****A. PLANNING:**

1. The site shall be developed in substantial compliance with the plans dated April 21, 2011, parking lot and drainage improvement plans dated March 2, 2011, on file at the Community Development Department, or as otherwise amended, and the conditions contained herein.
2. A freestanding sign that does not exceed six feet in height and 40 square feet of signage may be approved subject to staff approval of the design, materials, and lighting/illumination.
3. Parking lot shall be improved to meet minimum parking and drainage requirements (i.e. new asphalt, new striping, new landscape strips along south and west property lines, re-grading wherever necessary so that drainage flows to landscaped areas).
4. Building shall be painted a white or off-white color and shall be maintained.
5. Any activities including church services, for which over 50 persons are present on the premises, shall be limited to the following hours: 9:00 AM to 5:00 PM and 6:30 PM to 9:15 PM on weekdays, and 6:30 AM to 9:15 PM Saturdays and Sundays. Carpooling and public transportation will be emphasized for any special meetings and/or gatherings.

6. Noise and light from the building and use shall not negatively impact the neighborhood.
7. **Approval is valid for one year** from the date of final action by the City Council to **expire June 15, 2012**, except where construction or use of the property in reliance with this approval has commenced prior to the expiration. If construction and use of the property in has not commenced within the one-year period, such period may be extended by the planning commission or city council for a period not exceeding six months for each application, up to a maximum of two years from the date or original approval.
8. All building permits required for the project must be obtained from the Imperial Beach Building Department.
9. Landscaping shall be maintained in a healthy condition, free from weeds, trash, and debris.
10. The applicant or applicant's representative shall read, understand, and accept the conditions listed herein and shall, within 30 days, return a signed statement to the Community Development Department accepting said conditions.
11. The applicant shall pay off any deficits in his project account (080058) prior to building permit issuance and prior to final inspection.

**B. BUILDING:**

12. A design professional will be required at time of construction drawings, to prepare plans for proposed improvements per the Business and Professions Code. Comprehensive detailed construction plans are required at the time of submittal to be reviewed for adequate content prior to intake, by the Building Official.
13. The Title Sheet of the plans shall include:
  - Occupancy group
  - Occupant Load
  - Description of use
  - Type of construction
  - Height of the building
  - Floor area of building(s)
  - Scope of work

**DURING CONSTRUCTION:**

14. **BUILDING CODES** – Improvements (new framing, electrical, mechanical, plumbing) shall obtain all required building permits (Building, Plumbing, Mechanical, Grading etc.) for this project. All construction shall comply with the most recent adopted City and State building codes. The current adopted codes are the following:
  - 2010 California Building Code
  - 2010 California Electrical Code
  - 2010 California Mechanical Code
  - California Plumbing Code
  - 2010 California Energy Code

- 2010 California Fire Code

15. All previously unpermitted improvements must be submitted for plan check review, a permit issued for the improvements and inspected for conformance to the Building Codes noted in item 13. One of the bathrooms and the stage/platform have been identified as existing non-permitted improvements.
16. Existing kitchen area must be separated from main assembly area with a fire separation as required in the Building Code.
17. Existing kitchen equipment must be listed as commercial equipment and installed as required by the Building Codes, including providing a commercial exhaust hood and necessary fire suppression system.
18. All existing fire exiting systems and components, along with required fire protection must be reviewed and updated to meet the current standard i.e. door hardware, room fire separation from exit paths, emergency exit signage and lighting etc.
19. Title 24 ACCESSIBILITY/COMMERCIAL - Comply with all applicable provisions of the California State Building Code (Title 24) Part 2 Chapter 11B for Disabled Access. Plans shall show compliance in sufficient information and detail to determine compliance.
  - a. An accessible path of travel from Public Transportation (main or other entry to the public sidewalk), other building and disabled parking area is required.
  - b. Disabled parking requirements:
    - Van Accessible Parking (requires 8'-0" unloading area)
    - Number of spaces (1 for 1<sup>st</sup> 25, 2 for the next 50 see table 11B-6).
    - Slopes at parking & unloading areas must not exceed 1:50
    - Proper disabled signage, lettering and stripping is required
  - c. The design professional shall provide written verification of compliance (City Form: Disabled Access Verification Checklist for Existing Buildings may be provided) for existing disabled access features for this facility.
20. Call for a pre-final inspection seven working days prior to final inspection, so the request may be forwarded to all City Departments involved. A final inspection and a Certificate of Occupancy are required prior to starting operations.
21. Prior to issuance of the Certificate of Occupancy, the project designer(s) including civil, structural, and geotechnical engineers shall provide statements of compliance attesting that they have reviewed the completed project and that it was constructed in conformance with their recommendations and plans.
22. **NOTE: CONSTRUCTION DRAWINGS REFLECTING COMPLIANCE WITH THE ABOVE NOTED ITEMS WILL BE REQUIRED PRIOR TO BUILDING PERMIT APPROVAL. A DISABLED ACCESS PATH OF TRAVEL PLAN FOR THIS SITE MUST BE PROVIDED AT THE TIME OF CONSTRUCTION PLAN SUBMITTAL ADDRESSING THE ABOVE ITEM IN SUFFICIENT DETAIL TO VERIFY COMPLIANCE WITH THE CBC. Provide the following information: slopes, signage, stripping, lettering, differential elevations at main entry, etc.**

**C. PUBLIC WORKS:**

23. 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.
24. Sewer lateral (existing and new) locations must be drawn on the plans and submitted to the City for review and approval.
25. 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.
26. Install landscape-watering system to landscape strip in the right-of-way per I.B.M.C. 19.50.040.F.
27. Reconstruct driveway approach at 13<sup>th</sup> Street as necessary to comply with San Diego Regional Standard Drawing G-14A (Driveway approach without parkway). Sidewalk cuts must coincide with the existing sidewalk 5-foot sections. A sidewalk section cannot be cut into smaller sections. Likewise the Curb & Gutter cut for the driveway, must not leave an existing curb and gutter section less than 9 feet in length. **Installation of the driveway will require applicant dedicate approximately 2-feet of their property at the driveway for this purpose.**
28. For alley, sidewalk or curb & gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 in that, the "Area to be removed [must be] 5' or from joint to joint in panel, whichever is less." The distance between joints or score marks must be a minimum of 5-feet. Where the distance from "Area to be removed", to existing joint, edge or score mark is less than the minimum shown, "Area to be removed" shall be extended to that joint, edge or score mark.
29. If it is necessary to cut into the alley pavement as part of this project, all concrete cuts in the alley must be replaced with #4 rebar dowels positioned every 1 foot on center. Concrete specification must be 560-C-3250. Concrete cuts must also comply with item 7 above and cuts parallel to the alley drainage must be at least 1-foot from the alley drain line.
30. Parking lot shall be re-graded such that it drains into landscaping. Drainage shall not drain into the storm drain system.
31. For any work to be performed in the street or alley, submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or CALTRANS Traffic Control Manual.
32. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in the street trench. Asphalt shall be AR4000 ½ mix (hot).

33. For any project that proposes work within the public right-of-way (i.e., driveway removal/construction, sidewalk removal/construction, street or alley demolition/reconstruction, landscaping and irrigation, fences, walls within the public right-of-way, etc.), a Temporary Encroachment Permit (TEP) shall be applied for and approved either prior to or concurrent with issuance of the building permit required for the project. Application for a Temporary Encroachment Permit shall be made on forms available at the Community Development Department Counter
34. All street work construction requires a Class A contractor to perform the work. All pavement transitions shall be free of tripping hazards.
35. Ensure construction design includes adequate storage (out of the front yard setback) for 3 trash barrels (regular trash, recycled waste, green waste).
36. Any disposal/transportation of solid waste / construction waste in roll off containers must be contracted through the City's waste removal and recycling provider unless the hauling capability exists integral to the prime contractor performing the work.
37. The existing parcel impervious surfaces must not increase beyond the current impervious services as a post-conversion condition in order to maximize the water runoff infiltration area on the parcel in compliance with Municipal Storm Water Permit – Order 2001-01.
38. All landscape areas, including grass and mulch areas, must be improved to consist of at least 12-inches of loamy soil in order to maximize the water absorption during wet weather condition and minimize irrigation runoff.
39. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
40. Applicant must provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and / or Conditional Use Permit. Agreement is provided through the Community Development Department
41. Property owner 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 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 plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system.

42. Applicant must underground all utilities or sign a deferral agreement in accordance with I.B.M.C. 13.08.060. **Please note that if this parcel is subsequently subdivided, “the subdivider shall make the necessary arrangements with each of the public utility companies for the installation of underground facilities and the relocation of existing facilities. The subdivider shall provide the City with letters signed by said public utilities indicating that such arrangement have been made with the public utility companies stipulating that the undergrounding of utility facilities will be accomplished concurrent with the filing of the final map of any subdivision as required by this code (13.08) and the state Subdivision Map Act, and subject to approval of the City [I.B.M.C. 13.08.040].”**

**D. PUBLIC SAFETY**

43. Project to be in compliance with the California Fire Code (CFC) 2010 edition or CFC in effect at time of permit issuance and the most current National Fire Protection Association (NFPA) Standards.

**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 meeting held on the 15<sup>th</sup> day of June 2011, by the following vote:

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

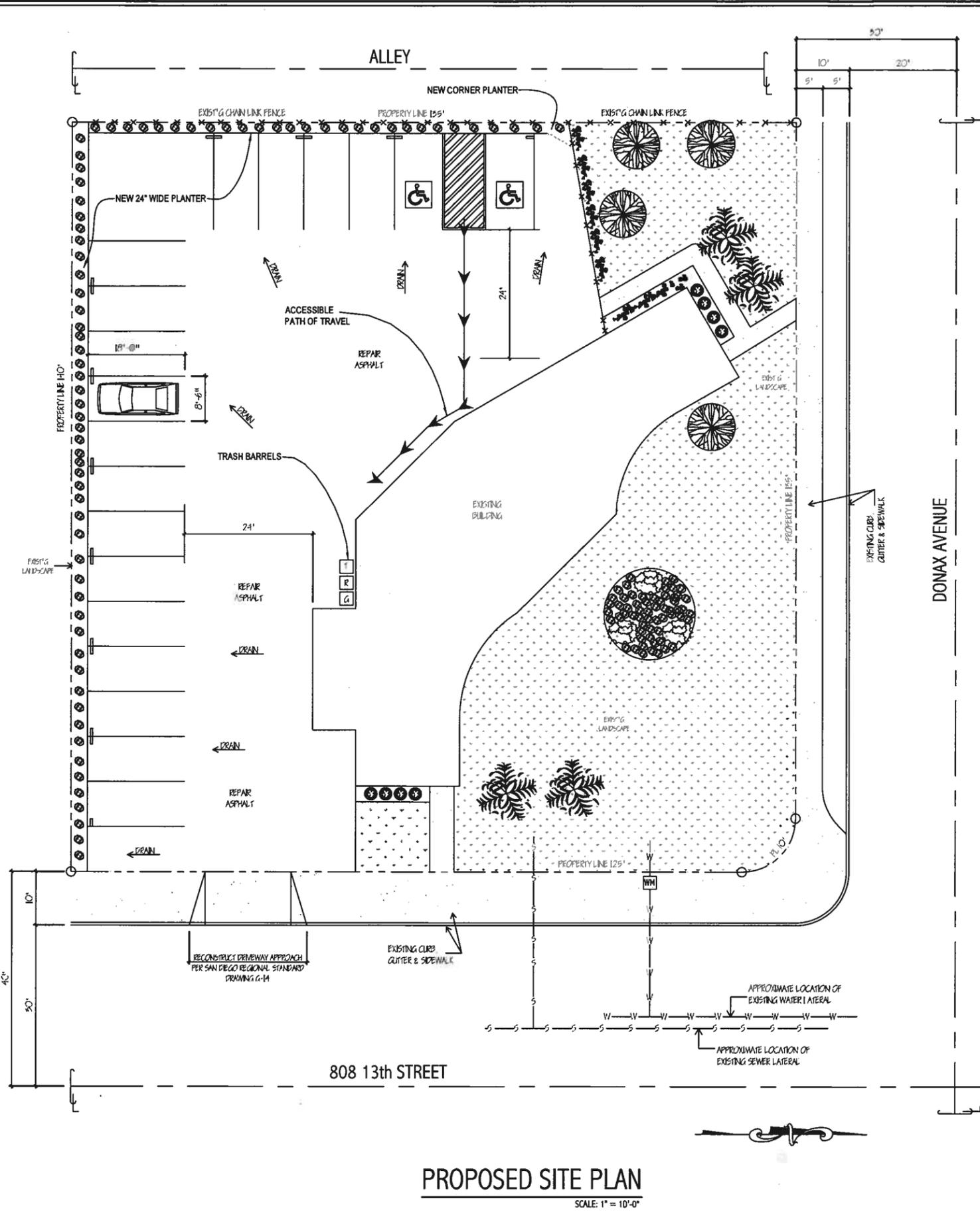
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**JAMES C. JANNEY, MAYOR**

**ATTEST:**

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



**PROPOSED SITE PLAN**  
SCALE: 1" = 10'-0"

**SCOPE OF WORK:**

THIS PROJECT PROPOSED A CHURCH "THE POTTER HOUSE" AND EDUCATIONAL PROGRAMS AT 808 13th Street.

IMPROVEMENT WILL COMPLY WITH CALIFORNIA BUILDING CODES AND REGULATIONS, AND CITY OF IMPERIAL BEACH MUNICIPAL CODES.

**PROJECT TEAM:**

**TENANT:**  
Mr. Casey Mammen  
The Potter's House  
P.O. Box 823  
Imperial Beach, CA 91933  
(619) 392-8975

**OWNER:**  
Mr. Jim Tondelli  
Presidio Mortgage, Inc  
P.O. Box 9208  
Rancho Santa Fe, CA 92067  
(858) 759-9090

**DESIGNER:**  
Specialties Design  
1251 3rd Ave. Suite 202  
Chula Vista, CA. 91911  
(619) 424-9766

**STORM WATER QUALITY NOTES  
CONSTRUCTION BMP'S**

- THIS PROJECT SHALL COMPLY WITH ALL REQUIREMENTS OF THE STATE PERMIT: CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGION.
- NOTES 1-6 BELOW REPRESENT KEY MINIMUM REQUIREMENT FOR CONSTRUCTION BMP'S
1. SUFFICIENT BMP'S MUST BE INSTALLED TO PREVENT SILT, MUD OR OTHER CONSTRUCTION DEBRIS FROM BEING TRACKED INTO THE ADJACENT STREET(S) OR STORM WATER CONVEYANCE SYSTEM DUE TO CONSTRUCTION VEHICLES OR ANY OTHER CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY SUCH DEBRIS THAT MAY BE IN THE STREET AT THE END OF EACH WORK DAY OR AFTER A STORM EVENT THAT CAUSES A BREACH IN THE INSTALLED CONSTRUCTION BMP'S.
  2. ALL STOCK PILES OF UNCOMPACTED SOIL AND/OR BUILDING MATERIALS THAT ARE INTENDED TO BE LEFT UNPROTECTED FOR A PERIOD GREATER THAN SEVEN CALENDAR DAYS ARE TO BE PROVIDED WITH EROSION AND SEDIMENT CONTROLS. SUCH SOIL MUST BE PROTECTED EACH DAY WHEN THE PROBABILITY OF RAIN IS %40 OR GREATER.
  3. A CONCRETE WASHOUT SHALL BE PROVIDED ON ALL PROJECTS WHICH PROPOSE THE CONSTRUCTION OF ANY CONCRETE IMPROVEMENT THAT ARE TO BE POURED IN PLACE ON THE SITE.
  4. ALL EROSION/SEDIMENT CONTROL DEVICE SHALL BE MAINTAINED IN WORKING ORDER AT ALL TIMES.
  5. ALL SLOPES THAT ARE CREATED OR OBTURBED BY CONSTRUCTION ACTIVITY MUST BE PROTECTED AGAINST EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.
  6. THE STORAGE OF ALL CONSTRUCTION MATERIAL AND EQUIPMENT MUST BE PROTECTE AGAINST ANY POTENTIAL RELEASE OF POLLUTANTS INTO THE ENVIRONMENT.

**SHEET INDEX**

SHEET	DESCRIPTION
A-1	SITE PLAN, SHEET INDEX, PROJECT SUMMARY, BMP'S NOTES & VICINITY MAP
A-2	EXISTING FLOOR PLAN
A-3	EXISTING TOPOGRAPHIC PLAN

**PROJECT SUMMARY**

**PROJECT DATA**

APN = 626-342-15  
Legal Description = Lot 36 thru 40 Of Donax Avenue  
Map 14959

Address = 808 13th Street  
Zone = R-2000  
Lot Area = 18,880 Sq. Ft.  
Occupancy = A-3  
Construction Type = V-B

**BUILDING AREA TABULATION**

Existing Building = 3,100 Sq. Ft.  
Net Floor Area of Sanctuary = 1,726 Sq. Ft.  
(All hatch Area Only)  
1,726 ÷ 100 = 17.26 Parking Spaces

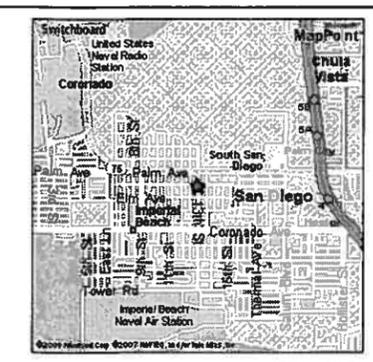
Parking = 18 Standard  
2 ADA Van Accessible

Total Parking = 20 Spaces

Landscape Percentage = 36%

**NOTE:**  
This project shall comply with Title 24 and 2010 California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical Code (CEC), 2008 California Energy Code

**VICINITY MAP**



NOT TO SCALE

REVISIONS	BY

**SPECIALTIES DESIGN**  
Tel. (619) 424-9766 Fax (619) 425-1639  
FGWORK@HOTMAIL.COM  
1251 THIRD AVE. STE. 202 CHULA VISTA, CA. 91911

Project Name: **PROPOSED A CHURCH "THE POTTER HOUSE"**  
Owner: Mr. Mammen 808 13th Street Imperial Beach, CA 91932  
SHEET TITLE: **SITE PLAN, SHEET INDEX, PROJECT SUMMARY & VICINITY MAP**

DRAWN BY	CHECKED
DATE 2-16-11	SCALE
JOB NO. 745	SHEET
<b>A-1</b>	
OF 1122 SHEETS	

Original Drawings of these documents are the property of Designer & Engineer. Reproduction of these plans in any form except for this specific job will subject party violating this ownership to Civil Court action. Changes made on Project by any party other than Designer & Engineer will render Designer & Engineer responsible for the accuracy of the project. Designer & Engineer will not be held responsible for any errors or omissions in the original drawings or any subsequent drawings or specifications to Designer & Engineer.





**The Potter's House**  
Christian Fellowship Church

P.O. Box 823 • Imperial Beach, CA • 91933 • (619) 392-8975

December 27, 2010

**Proposal to repair Parking Lot at 808 13<sup>th</sup> Street Imperial Beach, CA 91932**

**ISSUES:**

- existing drainage conditions on site (observed Dec 19-22, 2010 during steady rain)
  - water pools in low spots and drains from large low spot on east side of lot into 13<sup>th</sup> Street
  - water pools on west side of lot and drains north (into existing landscape & cement alley)
  - water does not pool on south side of lot (towards neighboring apartment complex)
  
- existing water collection: pooling occurs in all low spots and in the northwest corner of the lot

**PROPOSED REPAIRS:**

- remove strips of asphalt from both the south & west sides of the lot to create new landscape & increase existing which will provide sufficient landscape to absorb water drainage
  - south side: remove 1 foot – currently no pooling, but this ensures all drainage stays on property
  - west side: remove 2 feet – increases existing landscape sufficiently to eliminate northwest corner pooling and slight drainage into concrete alley
  
- fill in all low spots with new asphalt in order to level out lot and eliminate pooling
  
- re-seal entire lot to restore existing asphalt and seal repaired low spots

\* email has images attached which detail the scope of work including specific locations of low spots

Thank you for your consideration in this matter.

Sincerely,



Casey J. Mammen, Pastor



Pastor Casey Mammen  
 P.O. Box 823  
 Imperial Beach, Ca. 91933

Ph 619-781-8481  
 Cell 619-392-8975  
 E-Mail Mammenite@gmail.com

December 22, 2010

## Church lot restoration 808-13th St Imperial Beach, Ca. 91932



**Scope of work**

- Saw cut 2' in on So and W edges, remove asphalt & haul off site for proper disposal
- Power sweep and CLEAN all loose rocks from asphalt and haul off for proper disposal
- Pave to fill in and level large hole in entry drive
- Fill in low areas with new hot asphalt to level
- Pave new level ADA HC parking and loading area
- Layout and stripe per drawings
- Install new HC signs and poles at space and entry

~~Revised work - December 8, 2010~~

~~Revised work - December 13, 2010~~

Revised work - December 22, 2010

Fill in low spots shown to level before paving

- A. 18' x 30' @ 1"
- B. 14' x 18' @ 1"
- C. 6' x 13' @ 1"
- D. 10' x 15' up to 2 1/2"
- E. 14' x 35' up to 5"
- F. 3' x 15' @ 1"

Pave to level new HC space & loading zone for ADA compliance

Pave to level low spots prior to overall new asphalt overlay

**DONE BUY CHURCH**  
 Saw cut 2' in from existing edges shown  
 Remove Asphalt & haul to dump

There is a large sunken area that is cracked in entry drive. Since it is deep enough to allow for a sufficient amount of new material we can avoid the expense of an excavation.



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December 22, 2010

## Church lot restoration

### 808-13th St

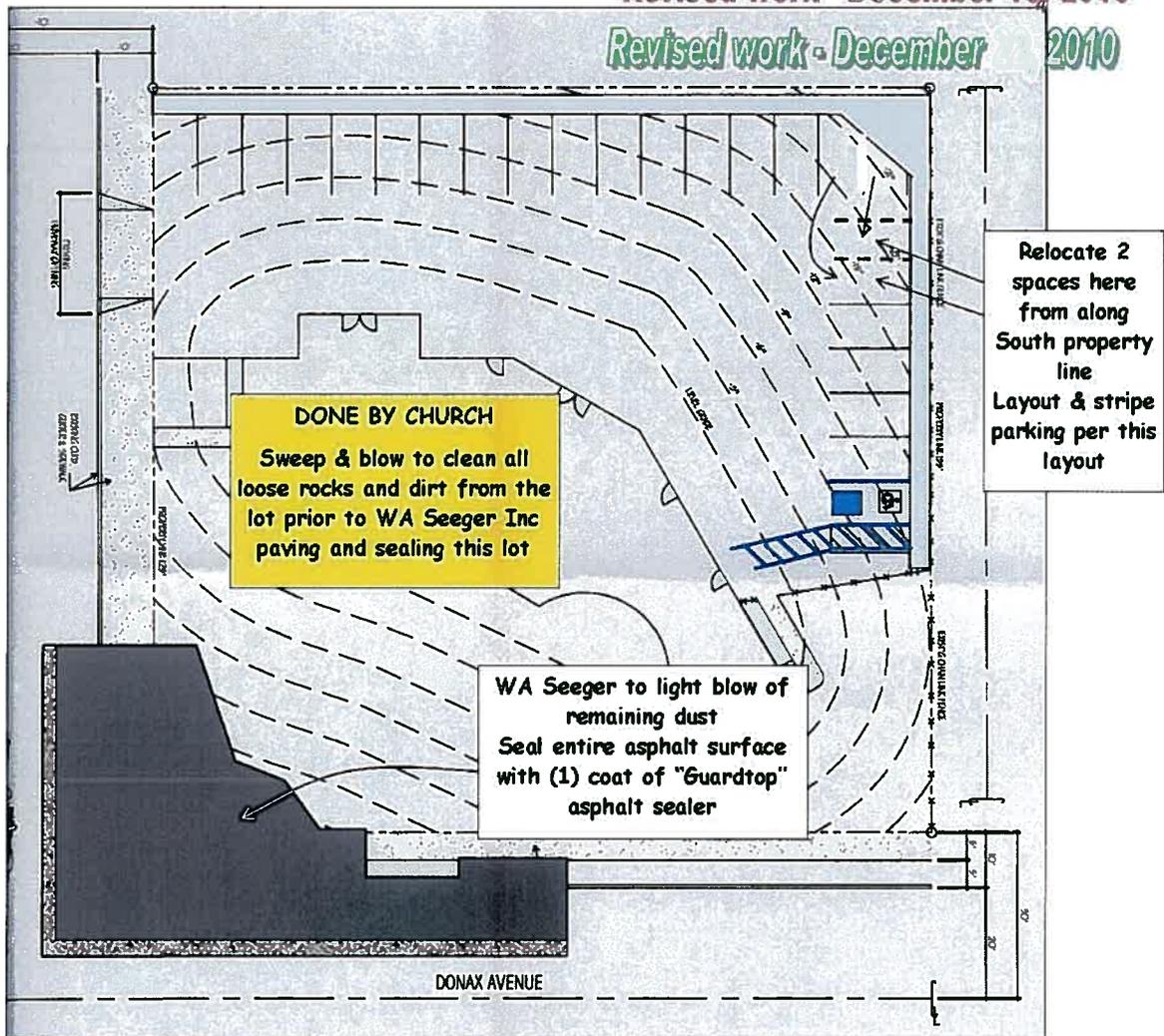
### Imperial Beach, Ca. 91932

Revised work - December 8, 2010

Revised work - December 18, 2010

Revised work - December 2010

WA Seeger, Inc. to do layout and striping only



Pastor Casey Mammen  
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Cell 619-392-8975  
E-Mail Mammenite@gmail.com

December 22, 2010

## Church lot restoration

808-13th St

Imperial Beach, Ca. 91932

~~Revised work - December 8, 2010~~

~~Revised work - December 13, 2010~~



Revised work - December 22, 2010



**NOTE** This proposal does NOT include trimming and disposal of weeds and bushes growing on the fence.  
This would be done by the CHURCH.  
Saw cutting, excavation and disposal of asphalt along 2 edges would be done by CHURCH  
Also all HC signs would be by CHURCH.



Pastor Casey Mammen  
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December 22, 2010

**Church lot restoration**

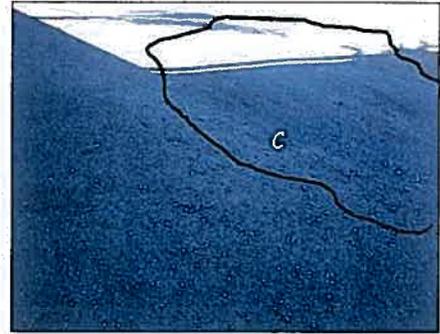
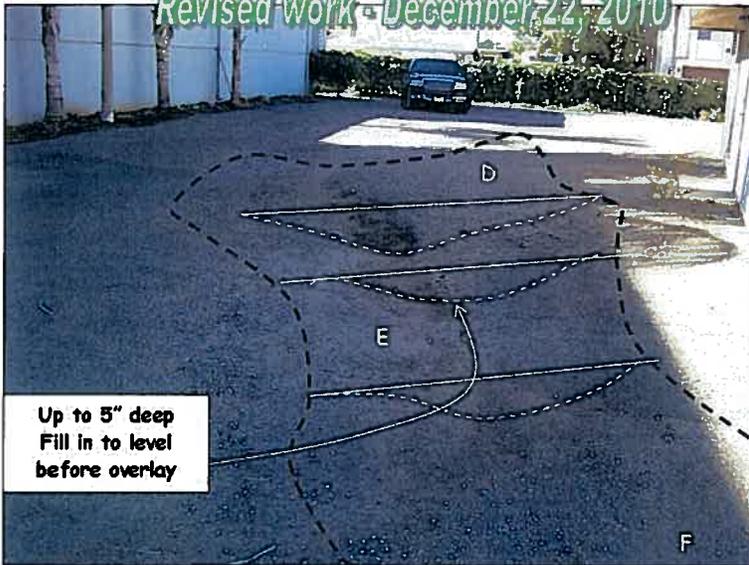
**808-13th St**

**Imperial Beach, Ca. 91932**

~~Revised work - December 8, 2010~~

~~Revised work - December 18, 2010~~

Revised work - December 22, 2010



**CHURCH members to  
clean lot and haul rock  
off to dump**



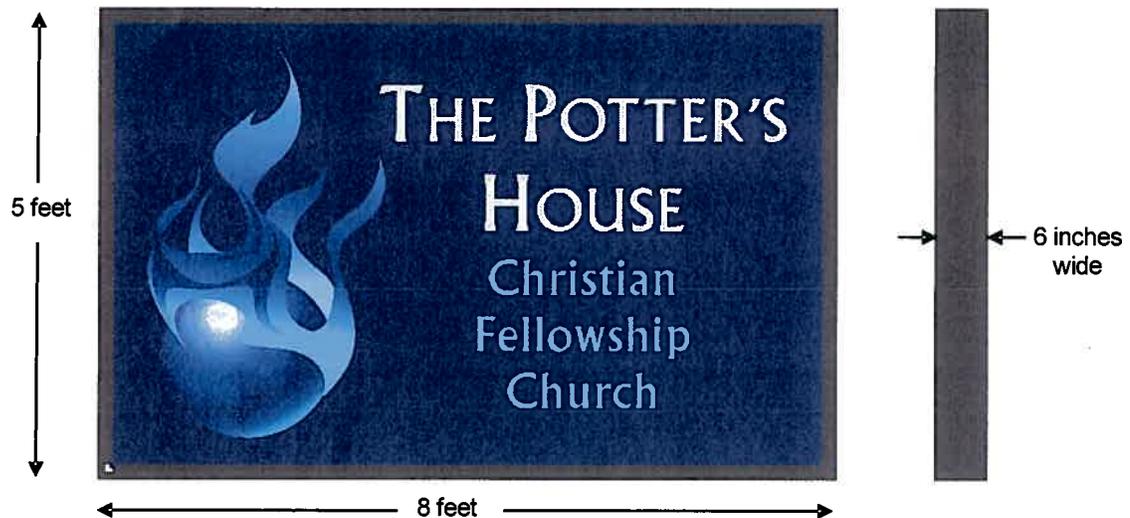
**New Asphalt paving**

**The Potter's House**  
Christian Fellowship Church

P.O. Box 823 • Imperial Beach, CA • 91933 • (619) 392-8975

April 25, 2011

**SIGNAGE PLAN for project MF 999 /ACP 080058 /CUP 080059/ASP 080060 –  
PROPOSING A CHURCH “THE POTTER’S HOUSE” AND EDUCATION PROGRAMS  
AT 808 13<sup>TH</sup> STREET**



Sign Dimension: 5 ft X 8 ft

Total sign area: 40 sq ft

Sign Type: monument sign, freestanding, facing NE into intersection of 13<sup>th</sup> St and Donax

Material: 6 inch wide aluminum frame to house sign face/lighting, sign face will be lexan with vinyl lettering adhered to face

Colors: aluminum frame will be a shade of brown that matches the building, background will be solid blue, logo will be shades of blue/white/gray, church name will be white, additional church name will be a lighter shade of blue than background

Typestyle: Albertus MT Std

If there is anything else needed or any questions, please let me know.

Sincerely,

Casey J. Mammen, Pastor



AVAILABLE  
858-759-9090



THE POTTER'S  
HOUSE  
Christian  
Fellowship  
Church



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

**MEETING DATE:** JUNE 15, 2011  
**ORIGINATING DEPT.:** PUBLIC WORKS DEPARTMENT  
HANK LEVIEN, PUBLIC WORKS DIRECTOR  
JIM NAKAGAWA, AICP, CITY PLANNER

**SUBJECT:** PUBLIC HEARING: COASTAL DEVELOPMENT PERMIT (ACP 110014) FOR THE IMPERIAL BEACH ECO-BIKE TRAFFIC-CALMING PROJECT ON PALM AVENUE. MF 934

**PROJECT DESCRIPTION/BACKGROUND:**

This is an Administrative Coastal Development Permit (ACP 110014) for a traffic calming and bike lane improvement project from 7<sup>th</sup> Street to 3<sup>rd</sup> Street within the Palm Avenue right-of-way.

A City-initiated amendment to the City's Circulation Element of the General Plan/Local Coastal Program (GPA/ LCPA 080053), the certification of the Final Environmental Impact Report (SCH#2007101061), the adoption of a Bicycle Transportation Plan (BTP) with policies for bicycle facilities and route designations, and a previous Administrative Coastal Development Permit and Design Review Case (ACP 080054/DRC 080055) were approved by the City Council (Resolution Nos. 2009-6727, 2009-6728, 2009-6729 ) on April 1, 2009. A one-year time extension for the coastal development permit was approved by the City Council (Resolution No. 2010-6858) on March 3, 2010. This permit has expired. MF 934



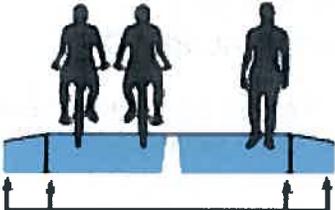
**PROJECT EVALUATION/DISCUSSION:**

The previously-approved BTP consisted of an evaluation of existing conditions within the City of Imperial Beach, as well as planned development and population densities, to determine the best way to accommodate, improve, and promote safe and efficient bicycle travel within the City. Recommendations consisted of Class 1 bicycle paths, Class 2 bicycle lanes, and Class 3 bicycle routes. The intent was to provide a comprehensive and coordinated plan for bicycle transportation that benefited the entire City so that specific proposals for bicycle-related improvements may be evaluated for conformance with the BTP. These future projects may require right-of-way acquisitions, modification of vehicle travel lanes, sidewalks, curbs, gutters, crosswalks, signage, and other modification of the public right-of-way.

**Typical Sections**

**Locational Criteria**

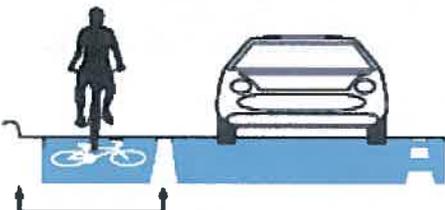
**Class 1  
(Bike Path or  
Bike Trail)**



8' paved + 2' graded edge min. for two-way  
(Greater width recommended where high bike volumes or high levels of mixed use occur)

Right-of-way separated from motor vehicular traffic. Used where adjacent roadway speeds and ADTs are too high for safe joint use, for connections through open space areas and parks, or where no other facility type is feasible.

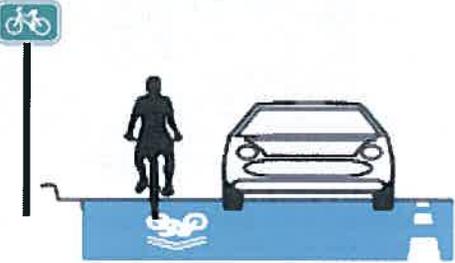
**Class 2  
(Bike Lane or  
Bikeway)**



5' minimum total width  
(Wider lane recommended where bike volumes are expected to be high - maximum of 8')

Within vehicular right-of-way, but delineated by warning symbols and striping. May be used where roadway speeds and ADTs are fairly high, but adequate roadway width is available. Directness and number of users are significant factors.

**Class 3  
(Bike Route)**

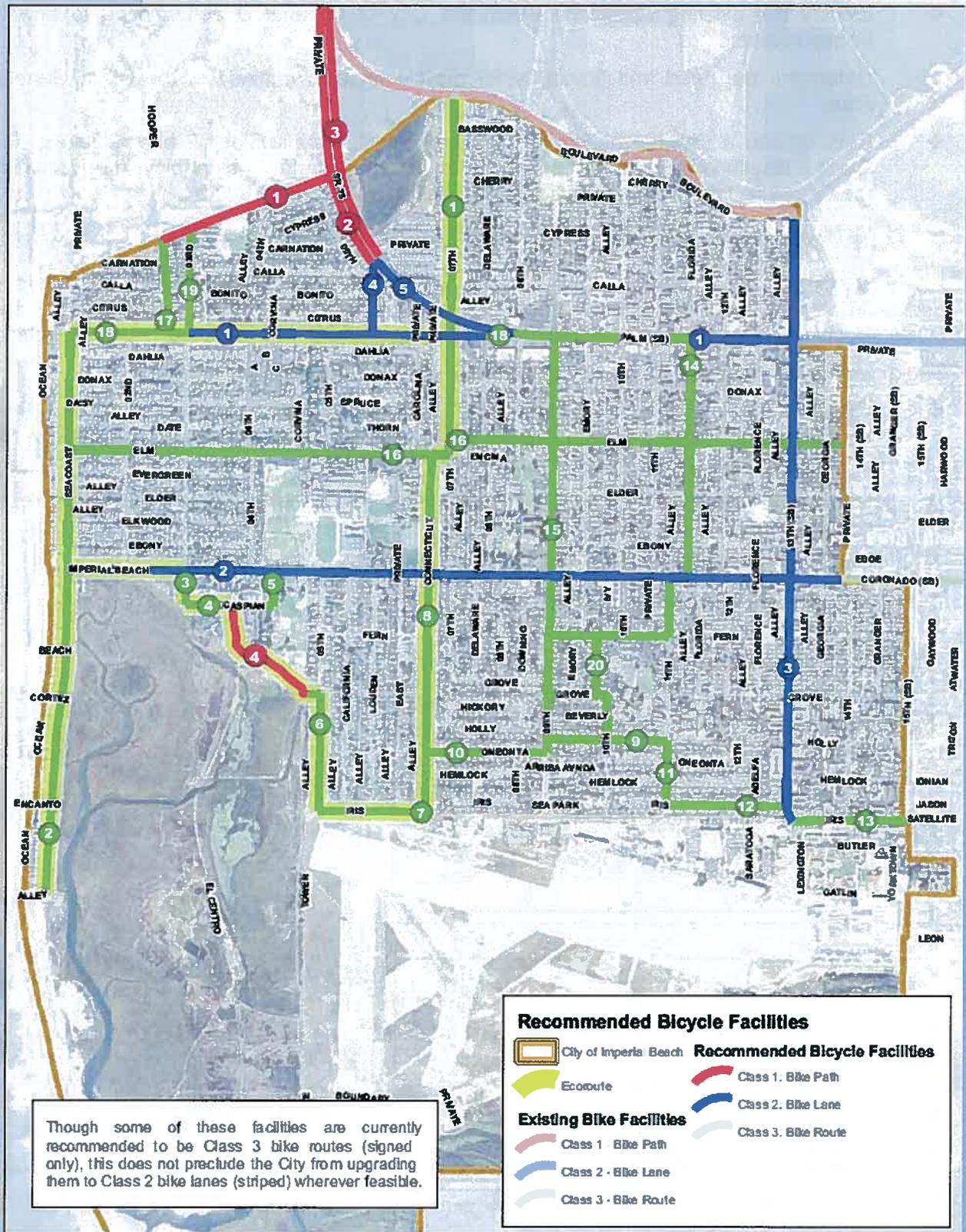


(Wider than standard outside lane recommended)

Within vehicular right-of-way, but delineated by directional signage only. Used where roadway speeds and ADTs are fairly low, and where route directness and number of users is not likely to be significant. Primarily for route directions on suggested roadways.

The BTP discussed the current policies in the Circulation Element, analyzed existing land uses and land-use policies, described existing bicycles facilities, analyzed demographics, identified opportunities and constraints, provided analyses and recommendations, suggested a Capital Improvements Program (CIP) for bicycle facilities and it identified potential sources of funding for construction, and it developed Design Guidelines for bicycle facilities.

Figure 7.1 Recommended Bicycle Facilities



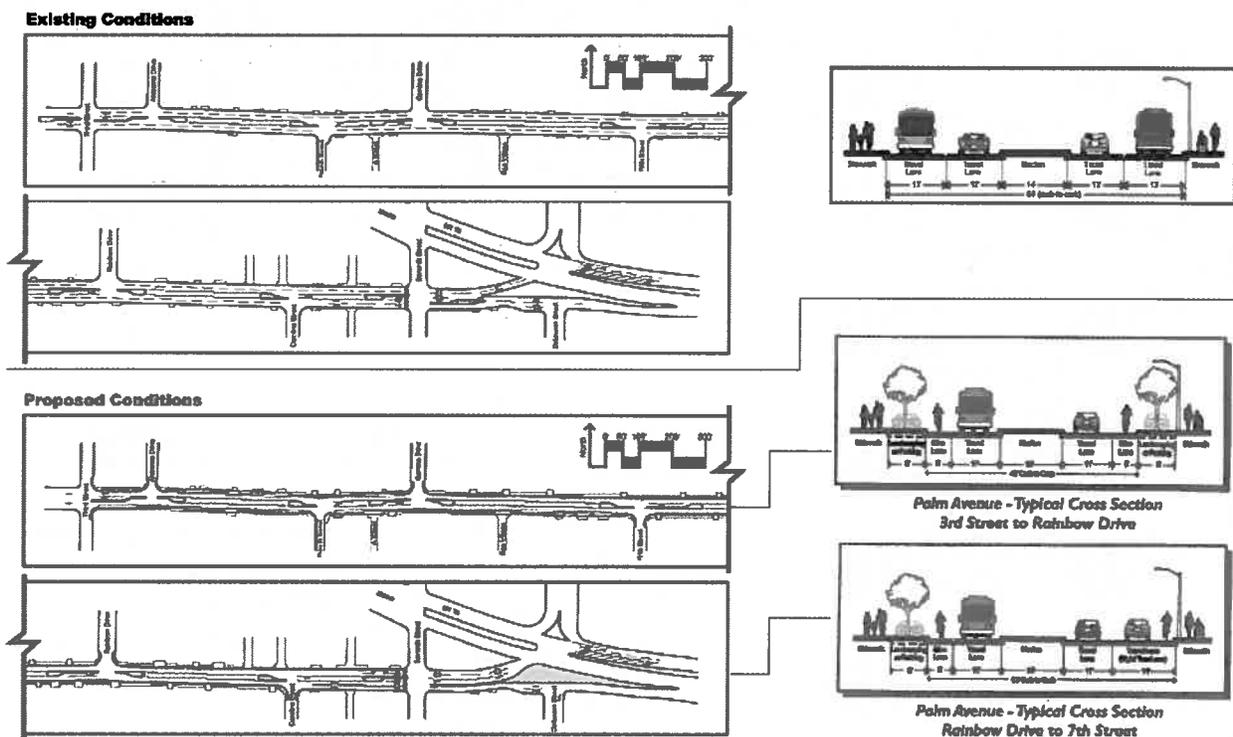
The objectives of the BTP were to:

- ❖ Identify the existing conditions within the City of Imperial Beach relating to bicycle transportation;
- ❖ Determine the need and feasibility for bicycle projects outlined in the City’s General Plan;
- ❖ Recommend a citywide network of Class 1 bicycle paths, Class 2 bicycle lanes, and Class 3 bicycle routes that will maximize the safety and efficiency of bicycle travel within the City while improving aesthetics and pedestrian traffic; and
- ❖ Increase the number of bicycle commuters by at least 5 percent.

An ECO Bikeway Palm Avenue Traffic Calming Project is proposed that would create a dedicated bicycle lane along Palm Avenue, remove vehicle travel lanes in each direction, and install streetscape improvements including landscaping, parking, and traffic calming bulb-outs.

The objectives of the ECO Bikeway Palm Avenue Traffic Calming Project are to:

- ❖ Create a vital physical link between the Bayshore Bikeway and the Seacoast Drive beach area and other points of interest within the City of Imperial Beach as shown in the Imperial Beach General Plan for the Eco Bikeway Route;
- ❖ Improve the aesthetics of the landscaping and streetscape to be more desirable to pedestrians, bicyclists, and motorists;
- ❖ Provide traffic calming measures to reduce vehicle speeds; and
- ❖ Increase on-street parking opportunities.





**General Plan/Local Coastal Plan/Zoning Consistency:** The BTP proposed the elimination of the sidewalk bicycle path on Palm Avenue from 3<sup>rd</sup> Street to 7<sup>th</sup> Street because CalTrans does not recognize such paths. The BTP further proposed to eliminate a vehicle travel lane in each direction along Palm Avenue eastward from 3<sup>rd</sup> Street in order to have a bicycle lane installed in its place. Since the current Circulation Element of the General Plan/Local Coastal Plan (GP/LCP) provides for a sidewalk bicycle path along this segment of Palm Avenue, a GP/LCP amendment was approved in order for the BTP and the Ecoroute Bikeways/Traffic Calming project to be consistent with local planning policies. This project is also consistent with the 2008 Complete Streets Act of California (AB 1358) effective January 1, 2011.

**Storm Water Regulations.** The City is requiring new development to conform to the new state water quality/urban runoff requirements (SDRWQCB Order No. R9-2007-0001 NPDES No. CAS0108758). Plans for new development will need to show compliance with the City's Standard Urban Storm Water Mitigation Plan (SUSMP; IBMC Chapter 8.32) if this project is classified as a priority project.

**ENVIRONMENTAL STATUS:** The Final Environmental Impact Report (SCH#2007101061) was certified by the City Council on April 1, 2009. The Community Development Department has independently determined that the previously-certified EIR remains adequate and in compliance with CEQA in addressing any significant environmental impacts raised with this permit.

**Table 1-1 – Summary of Project Impacts and Mitigation Measures**

<b>Impacts</b>	<b>Mitigation Measures</b>	<b>Conclusions</b>
<p><b>Traffic</b> – The reduction of 4 travel lanes for motor vehicles to 2 travel lanes for motor vehicles on Palm Avenue from 7th Street to 3rd Street would cause traffic congestion between Rainbow Drive and 7th Street to increase to LOS E with project construction and LOS F in 2030 using the SANTEC Method. LOS is considered to be a significant impact. However, traffic impacts measured using the Florida Method would be less than significant for all roadway segments and intersections with project construction and in 2030. The Florida Method is considered to be more representative of actual impacts than the SANTEC Method because it evaluates traffic impacts on an hourly basis, including AM and PM Peak Hours, as compared to a 24-hour capacity analysis.</p>	<p>None feasible or required.</p>	<p>Adoption of the BTP would not have a direct impact on traffic in the city. Approval of the Palm Avenue ECO Bikeway would result in a reduction in level of service for motor vehicle traffic along Palm Avenue between 7<sup>th</sup> Street and 3<sup>rd</sup> Street but would benefit pedestrian and bicycle traffic along the same stretch of road. Traffic impacts would be less than significant using the Florida Method, which is a more accurate method of predicting future traffic impacts than the SANTEC Method. No mitigation measures are necessary for traffic impacts.</p>
<p><b>Air Quality</b> – Project construction would result in short-term impacts to air quality. The proposed project would not increase traffic volumes, but would increase the level of traffic congestion during peak hours on Palm Avenue through the reduction of motor vehicle travel lanes from four to two. This would result in long-term air quality impacts. An air quality technical analysis determined that the vehicular emissions would be below air quality significance thresholds.</p>	<p>None required.</p>	<p>Short-term and long-term impacts to air quality would be below a level of significance. No mitigation measures are necessary for air quality impacts.</p>
<p><b>Aesthetics</b> – The proposed project would replace existing traffic lanes, medians, and sidewalks with bicycle lanes, parking, new medians, sidewalks, and landscaping. Bulb-outs at intersections would provide additional space for landscaping and enhanced crosswalks. There would be an overall improvement in the aesthetics of Palm Avenue along the project length.</p>	<p>None required.</p>	<p>The proposed project would improve the aesthetics of the Palm Avenue corridor between 7th Street and 3rd Street. No mitigation measures for aesthetics are necessary.</p>

**COASTAL JURISDICTION:** The project is located in the coastal zone, as indicated on the Local Coastal Program Post Certification and Appeal Jurisdiction Map. The Local Coastal Plan amendment (LCPA) was certified by the California Coastal Commission on July 9, 2009. The proposed coastal development permit for the ECO Bikeway Palm Avenue Traffic Calming Project is located in the non-appealable area of the coastal zone.

**FISCAL ANALYSIS:**

The proposed project was originally to be funded in the amount of \$1,800,000 with Bicycle Transportation Account (BTA) grant funds that are administered by the California Department of Transportation (CALTRANS). BTA funds must be used to improve the safety and convenience for bicycle commuters, in conformance with Section 891.2 of the California Streets and Highway Code. The consultant contract for the BTP, plans for the Ecoroute Bikeway, and the EIR was \$268,854. In August 2010, the City was informed that this project would not be a grant recipient this cycle. Chapter 8 of the BTP identifies estimated construction costs and a number of funding sources and programs for various components of the project. Total project cost is estimated to be \$2,200,000.

**PUBLIC PARTICIPATION:**

A number of public workshops were held including one on March 29, 2007 and one on January 21, 2009. Public comments were considered during the preparation of the BTP and the EIR.

**DEPARTMENT RECOMMENDATION:**

1. Open the public hearing and entertain testimony.
2. Close the public hearing.
3. Adopt Resolution No. 2011-7052, approving Administrative Coastal Development Permit (ACP) 110014, 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. [Resolution No. 2011-7052](#)

c: file MF 934  
Diana Lilly, Coastal Planner, California Coastal Commission, 7575 Metropolitan Drive,  
Suite 103, San Diego, CA 92108-1735 [dlilly@coastal.ca.gov](mailto:dlilly@coastal.ca.gov)  
Vicki Madrid, Public Works Project Manager [vmadrid@cityofib.org](mailto:vmadrid@cityofib.org)

**ATTACHMENT 1**

**RESOLUTION NO. 2011-7052**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING ADMINISTRATIVE COASTAL DEVELOPMENT PERMIT (ACP) 110014 FOR THE ECOROUTE BIKEWAY/TRAFFIC CALMING PROJECT ON PALM AVENUE. MF 934**

**APPLICANT: CITY OF IMPERIAL BEACH**

**WHEREAS**, on June 15, 2011, the City Council of the City of Imperial Beach held a duly advertised public hearing to consider the approval of Administrative Coastal Development Permit (ACP) 110014 for the Eco-Bikeway Traffic Calming Project on Palm Avenue from 3<sup>rd</sup> Street to 7<sup>th</sup> Street; and

**WHEREAS**, on January 21, 2009, March 18, 2009, and on April 1, 2009, the City Council of the City of Imperial Beach held duly advertised public hearings to consider comments on and the certification of the Environmental Impact Report, an amendment to the Circulation Element of the General Plan/Local Coastal Program (GPA 080053/LCPA 080053), the adoption of the Imperial Beach Bicycle Transportation Plan (BTP), and the approval of the Coastal Development Permit (ACP 080054)/ Design Review Case (DRC 080055) for the ECO Bikeway Palm Avenue Traffic Calming Project, all of which were previously approved (Resolution Nos. 2009-6727, 2009-6728, 2009-6729) on April 1, 2009; and

**WHEREAS**, the City Council of the City of Imperial Beach approved (Resolution No. 2010-6858) a one-year time extension for the coastal development permit on March 3, 2010 but which has expired; and

**WHEREAS**, the City Council of the City of Imperial Beach on April 1, 2009, found that the proposed General Plan Amendment/Local Coastal Plan Amendment (GPA/LCPA 080053), pursuant to Government Code Section 65300.5, was internally consistent with the other elements and policies of the General Plan; and

**WHEREAS**, the City Council of the City Of Imperial Beach on April 1, 2009 found that the Bicycle Transportation Plan (BTP), pursuant to Government Code Section 65860 and Section 65401, was externally consistent with the General Plan/Local Coastal Plan as amended by the approved General Plan Amendment/Local Coastal Plan Amendment (GPA/LCPA 080053); and

**WHEREAS**, the City Council of the City Of Imperial Beach hereby finds that the Coastal Development Permit (ACP 110014) for the ECO Bikeway Palm Avenue Traffic Calming Project, pursuant to Government Code Section 65860 and Section 65401, is externally consistent with the General Plan/Local Coastal Plan as amended by the approved General Plan Amendment/Local Coastal Plan Amendment (GPA/LCPA 080053) and which was certified by the California Coastal Commission on July 9, 2009; and

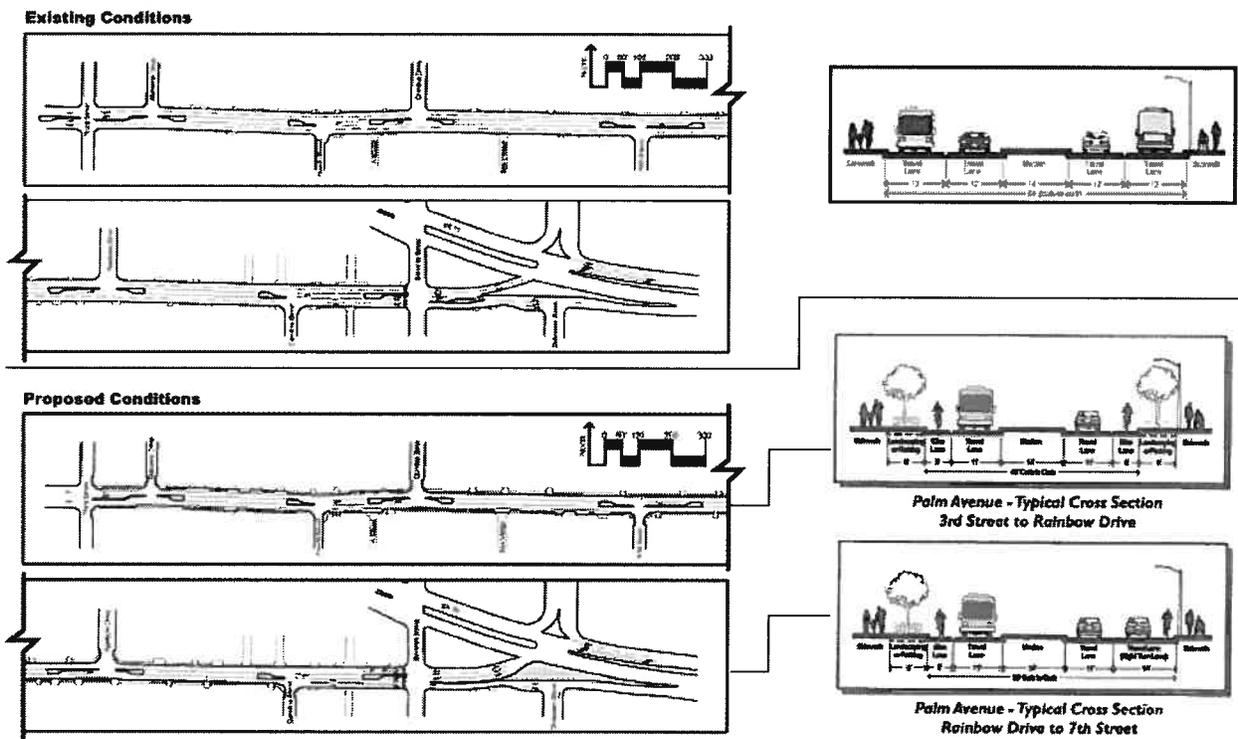
**WHEREAS**, the City Council of the City Of Imperial Beach hereby finds that the coastal development permit (ACP 110014) for the ECO Bikeway Palm Avenue Traffic Calming Project is consistent with the adopted Imperial Beach Bicycle Transportation Plan (BTP); and

**WHEREAS**, in compliance with Section 15063 of the California Environmental Quality Act (CEQA) Guidelines, an Environmental Impact Report (EIR) has been prepared for this

project and routed for public review from December 4, 2008, through February 2, 2009, and submitted to the State Clearinghouse (SCH # 2007101061) in accordance with the requirements of the CEQA for agency review, and

**WHEREAS**, in compliance with the provisions of AB 32, The California Climate Solutions Act of 2006, the potential impacts of the Eco-Bikeway/Bicycle Transportation Plan (BTP) project were, to the extent that such impacts can be associated with the project, evaluated in the Final Environmental Impact Report (FEIR) for the project (added Section 7.3.13 of said FEIR); and

**WHEREAS**, the City Council of the City Of Imperial Beach hereby finds that the ECO Bikeway Palm Avenue Traffic Calming Project is conceptually and graphically described as follows:



**WHEREAS**, the City Council had on April 1, 2009 certified the Final Environmental Impact Report (SCH # 2007101061) finding that it reflected the decision-making body's independent judgment and analysis based on substantial evidence in light of the whole record and the Council finds that this FEIR remains adequate and in compliance with CEQA in addressing any significant environmental effects of the project; and

**WHEREAS**, the City Council finds that the purpose of the project is to promote bicycle transportation, a safe, more eco-friendly, alternative mode, and provide traffic calming in a high-density area of the City leading to the beach where improved bicycle and pedestrian safety and increased on-street parking is desired, and, because the City has determined that reduced traffic speeds are desirable, traffic impacts are considered to be acceptable and less than significant; and

**WHEREAS**, the City Council finds that this project is also consistent with the 2008 Complete Streets Act of California (AB 1358) effective January 1, 2011; and

**WHEREAS**, the City Council further offers the following findings in support of its decision to conditionally approve the project:

**COASTAL PERMIT FINDINGS:**

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

Shore Processes and Shore Protection

The subject site is not situated along the shoreline that would require the provision of a seawall.

Public Access

The proposed project would provide a link between the Bayshore Bikeway and the ocean, thereby providing enhanced public access to coastal resources.

The project is in conformity with the public access and public recreation policies in the certified Local Coastal Program and Chapter 3 of the Coastal Act, commencing with Section 30200, because:

- a) improved public bicycle access to the beach and shoreline is being provided with this project;
- b) improved vertical coastal access is being provided by having this project provide a safer bicycle lane along Palm Avenue connecting the Palm Plaza street end with the Bayshore Bikeway;
- c) the project provides public parking opportunities through the provision of on-street parking spaces, as required by the certified Local Coastal Program.

Coastal View Access

The project proposes streetscape improvements and does not propose tall buildings that would obstruct coastal or scenic views.

2. **For all development seaward of the nearest public highway to the shoreline, the proposed development meets standards for public access and recreation of Chapter Three of the 1976 Coastal Act and regulations promulgated thereunder.**

The subject site is not located between the ocean and the first public road; this finding, therefore, is not applicable.

Section 30252 of the Coastal Act addresses public access, and states in part "The location and amount of new development should maintain and enhance public access to the coast by (4) providing adequate parking facilities..." This project does not propose

new development but, rather, proposes the renovation of the existing streetscape. Additional on-street parking spaces are being provided as recommended by the Coastal Act.

**3. The proposed development meets the minimum relevant criteria set forth in Title 19, Zoning.**

The proposed project is located within city rights-of-way and zoning provisions are not applicable.

**4. For all development involving the construction of a shoreline protective device, a mitigation fee shall be collected which shall be used for beach sand replenishment purposes. The mitigation fee shall be deposited in an interest bearing account designated by the Executive Director of the California Coastal Commission and the City Manager of Imperial Beach in lieu of providing sand to replace the sand and beach area that would be lost due to the impacts of any protective structures.**

The project does not propose the construction of a vertical seawall. Therefore this finding is not applicable.

**DESIGN REVIEW FINDINGS:**

**1. The project is consistent with the City's Design Review Guidelines.**

The design of the project and the landscaping improvements are consistent with the City's Design Review and landscape Guidelines.

**NOW, THEREFORE, BE IT RESOLVED**, that Administrative Coastal Development Permit (ACP) 110014 for the ECO Bikeway Palm Avenue Traffic Calming Project is hereby **approved** by the City Council of the City of Imperial Beach subject to the following:

**CONDITIONS OF APPROVAL:**

**A. PLANNING:**

1. Final permit plans shall indicate and the site shall be developed substantially in accordance with the conceptual plans approved on April 1, 2009 on file in the Community Development Department and with the conditions adopted herein.
2. Approval of this request shall not waive compliance with any portion of the Municipal Code in effect at the time an encroachment permit is issued.
3. All landscaped areas, including any in the public right-of-way, shall be maintained in a healthy condition, free from weeds, trash, and debris.
4. **Expiration Date.** Approval of Administrative Coastal Development Permit (ACP) 110014 for the ECO Bikeway Palm Avenue Traffic Calming Project is valid for one year from the date of final action, to **expire on June 15, 2012**. Conditions of approval must be satisfied, permits issued, and substantial construction must have commenced prior to

the expiration date or a subsequent time extension is granted by the City pursuant to such a request for extension by the applicant.

5. The applicant or applicant's representative shall, pursuant to Section 711.4 of the California Fish and Game Code, pay by certified check payable to the San Diego County Clerk a \$50 documentary handling fee at the time the Notice of Determination is filed by the City, which is required to be filed with the County Clerk within five working days after project approval becomes final (Public Resources Code Section 21152).

**B. PUBLIC WORKS:**

6. For any work to be performed in the street submit a traffic control plan for approval by Public Works Director a minimum of 5 working days in advance of street work. Traffic control plan is to be per Regional Standard Drawings or CALTRANS Traffic Control Manual.
7. All street work construction requires a Class A contractor to perform the work. Street repairs must achieve 95% sub soil compaction. Asphalt repair must be a minimum of four (4) inches thick asphalt placed in the street trench. Asphalt shall be AR4000 ½ mix (hot).
8. In accordance with I.B.M.C. 12.32.120, applicant must place and maintain warning lights and barriers at each end of the work, and at no more than 50 feet apart along the side thereof from sunset of each day until sunrise of the following day, until the work is entirely completed. Barriers shall be placed and maintained not less than three feet high.
9. 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 following before project may begin work:
  - A certification of intent to comply with storm water requirements – Form 7-A.
  - 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).
10. 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 plastic-like material (or equivalent product) to prevent sediment removal into the storm drain system

11. 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 15<sup>th</sup> day of June, 2011, by the following roll call vote:

<b>AYES:</b>	<b>COUNCILMEMBERS:</b>	
<b>NOES:</b>	<b>COUNCILMEMBERS:</b>	
<b>DISQUALIFIED:</b>	<b>COUNCILMEMBERS:</b>	(DUE TO POTENTIAL CONFLICTS OF INTEREST)
<b>ABSENT:</b>	<b>COUNCILMEMBERS:</b>	

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

**ATTEST:**

*Jacqueline M. Hald*

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

**APPROVED AS TO FORM:**

*Jennifer M. Lyon*

\_\_\_\_\_  
**JENNIFER M. LYON, CITY ATTORNEY**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2011-7052 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING ADMINISTRATIVE COASTAL DEVELOPMENT PERMIT (ACP) 110014 FOR THE ECOROUTE BIKEWAYS/TRAFFIC CALMING PROJECT. MF 934

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

\_\_\_\_\_  
**DATE**

Please Click [HERE](#) to be directed to  
Item 6.1 and all attachments



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

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

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

**MEETING DATE:** JUNE 15, 2011

**ORIGINATING DEPT.:** COMMUNITY DEVELOPMENT DEPARTMENT  
GREG WADE, DIRECTOR  
JIM NAKAGAWA, AICP, CITY PLANNER

**SUBJECT:** REPORTS: ADOPTION OF RESOLUTION NO. 2011-7053 AND NO. R-11-261 AUTHORIZING THE CITY MANAGER/ EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VERONICA TAM AND ASSOCIATES TO PREPARE THE 2013-2020 FIFTH CYCLE HOUSING ELEMENT AND AUTHORIZING THESE SERVICES TO BE FUNDED THROUGH REDEVELOPMENT HOUSING FUNDS. MF 1060

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**BACKGROUND / PROJECT DESCRIPTION:**

Government Code Section 65580 et seq requires all cities and counties in California to prepare, adopt and implement a housing element as part of its general plan, and periodically review and revise its housing element every eight years (previously five years). SANDAG prepared the City's 1991 Housing Element (later revised in 1994 by Paul Zucker) and SANDAG also prepared the City's 1999-2004 (3<sup>rd</sup> Cycle) Housing Element Update. Laurin Associates, a division of Raney Planning and Management, prepared the 2005-2010 (4<sup>th</sup> Cycle) Housing Element. This housing element was adopted by the City Council on September 2, 2009 and certified by the California Department of Housing and Community Development on December 3, 2009.

AB 32 (The Global Warming Solutions Act of 2006) requires California to reduce greenhouse gas (GHG) emissions to 1990 levels by 2020. SB 375 of 2008, recognizing that a significant component of GHG was due to vehicle emissions, requires regional transportation plans (RTP) to achieve AB 32 goals with the inclusion of a Sustainable Communities Strategy (SCS). It provides for CEQA streamlining for sustainable projects and it links the regional housing needs allocation (RHNA) process with the transportation planning process by requiring housing elements to be adopted within 18 months after the RTP is adopted. For SANDAG, this deadline is expected to be in January of 2013. Housing elements will now need to be revised every 8 years instead of every 5 years.

**DISCUSSION / EVALUATION:**

The City is in the process of implementing the zoning amendments that are required of the last housing element. Many of the areas identified as adequate sites with realistic capacity to produce affordable housing are in the C-1 (General Commercial) Zone where mixed-use development is permitted with a conditional use permit (CUP). The City contracted with AECOM to revise the zoning provisions in the commercial zones to eliminate the CUP process for mixed-use projects and provide for transitional housing by right in addition to other zoning changes.

The 1999-2004 Housing Element Update was done by SANDAG for \$19,100 and the environmental work was performed in-house by City Planner Melanie Kush. Records indicate that it took about 9 months to complete a draft housing element for public review and it was adopted by the City Council on May 2, 2001.

Laurin Associates, a division of Raney Planning and Management, prepared the 2005-2010 Housing Element Update for \$35,000 including the environmental work. It took about 2 years to complete this draft housing element for public review. It took more than three years later to have the 2005-2010 Housing Element adopted by the City Council and later certified by the California Department of Housing and Community Development.

The Community Development Department solicited informal proposals for the next housing element from three housing consultants. John H. Douglas and Associates offered to do the work for \$30,740; Pacific Municipal Consultants (PMC) offered to do it for \$45,510 and Veronica Tam and Associates (VTA) offered to do it for \$36,910. Among these proposals, VTA appeared to be the most experienced in completing housing elements in San Diego County.

Due to the new state requirements, deadlines and threats to redevelopment funding, staff is requesting that the City Council waive the formal RFP (Request For Proposal) process pursuant to Imperial Beach Municipal Code section 3.04.160.G and authorize the City Manager to enter into and execute a contract to have the 2013-2020 (5<sup>th</sup> Cycle) Housing Element update prepared for the City of Imperial Beach by Veronica Tam and Associates at a cost not to exceed \$37,000.

Additionally, staff is requesting the Agency authorize the Executive Director to enter into a professional services contract with Veronica Tam and Associates to prepare a Housing Element Update and related environmental documents for an amount not to exceed \$37,000 and authorize the payment of the consultant services to be paid with RDA housing funds in accordance with Health and Safety Code section 33334.3(d).

***General Plan/Local Coastal Plan/Zoning Consistency:*** The proposed housing element contract authorization requires no consistency determination with local planning policies. However, this housing element work is required pursuant to Government Code Section 65580 et seq. The Housing Element is not a component of the Local Coastal Plan (per Public Resources Code Section 30500.1) and does not need to be certified by the Coastal Commission. However, there are housing requirements applicable to the coastal zone in Government Code Sections 65588(d) and 65590 that need to be addressed and those policies will be reviewed by the state Housing and Community Development Department.

**ENVIRONMENTAL DETERMINATION:** This contract authorization is not considered to be a project pursuant to the California Environmental Quality Act (CEQA). However, the Housing

Element would need to be assessed for compliance with CEQA. Our last housing element was approved with a negative declaration. Any housing programs utilizing federal funds would need to comply with the 1969 National Environmental Policy Act (NEPA) and its implementing regulations.

**COASTAL JURISDICTION:** The Housing Element would have application city-wide, more than 75 percent of which is in the Coastal Zone. However, it would not need certification by the Coastal Commission since it is not a component of the Local Coastal Plan (per Public Resources Code Section 30500.1).

**FISCAL ANALYSIS:**

This \$37,000 housing element contract may use some of the 20% housing set-aside funds of the Imperial Beach Redevelopment Agency (RDA) for funding. For FY 10/11, the RDA has \$60,000 budgeted for preparation of the 2013-2020 Housing Element.

**DEPARTMENT RECOMMENDATION:**

1. Adopt Resolution No. 2011-7053 authorizing the City Manager/Executive Director to enter into a professional services contract with Veronica Tam and Associates to prepare a Housing Element Update and related environmental documents for an amount not to exceed \$37,000 and authorizing the payment of the consultant services to be paid with RDA housing funds; and
2. That the Redevelopment Agency adopt Resolution No. R-10-231 authorizing the Executive Director to enter into a professional services contract with Veronica Tam and Associates to prepare a Housing Element Update and related environmental documents for an amount not to exceed \$37,000 and authorizing the payment of the consultant services to be paid with RDA housing funds.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown, City Manager & Executive Director

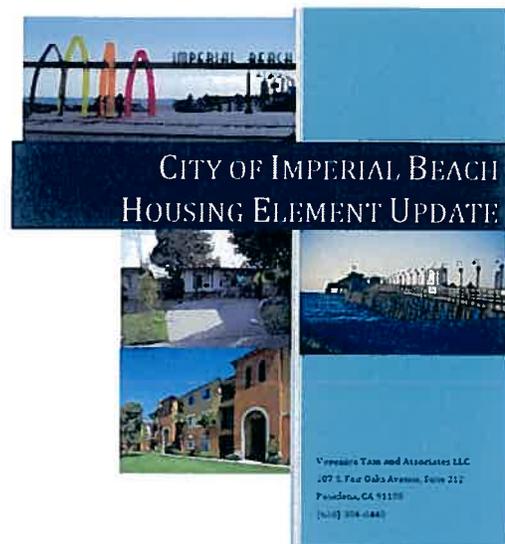
**Attachments:**

1. Resolution No. 2011-7053
2. Resolution No. R-11-261
3. Professional Services Contract
4. VTA Housing Element proposal
5. JH Douglas proposal
6. PMC proposal

c: file MF 1060

Veronica Tam and Associates LLC, 107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105 [Veronica.Tam@vtaplanning.com](mailto:Veronica.Tam@vtaplanning.com)

Joan Isaacson AICP, Sr. Project Mgr, AECOM, 1420 Kettner Blvd, Suite 500, San Diego, CA 92101 [Joan.Isaacson@aecom.com](mailto:Joan.Isaacson@aecom.com)



Susan Baldwin, Senior Regional Planner, SANDAG, 401 B Street, Suite 800, San Diego, CA 92101 [sba@sandag.org](mailto:sba@sandag.org)

Jerry Selby, Redevelopment Coordinator [jelby@cityofib.org](mailto:jelby@cityofib.org)

John H. Douglas and Associates, 13142 Rosalind Drive, North Tustin/Santa Ana, CA 92705 [John@JHDPlanning.net](mailto:John@JHDPlanning.net)

Jennifer Gastelum, PMC, Housing and Community Development, 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670 [jgastelum@PMCWorld.com](mailto:jgastelum@PMCWorld.com)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR TO ENTER INTO AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VERONICA TAM AND ASSOCIATES TO PREPARE A HOUSING ELEMENT UPDATE AND RELATED ENVIRONMENTAL DOCUMENTS. M.F. 1060**

**WHEREAS**, Government Code Section 65580 et. seq. requires all cities and counties in California to prepare, adopt and implement a housing element as part of its general plan, and periodically review and revise its housing element every eight years; and

**WHEREAS**, the City Council of the City of Imperial Beach has considered three informal proposals from qualified consultants to have an update to the housing element performed; and

**WHEREAS**, the City Council of the City of Imperial Beach finds Veronica Tam and Associates to be exceptionally qualified among the consultants to have submitted proposals for the housing element; and

**WHEREAS**, the City Council finds it is necessary to waive the standard Request For Proposal (RFP) process because time is of the essence in having this housing element work done in order to comply with state deadlines and funding constraints and hereby waives the standard RFP process in accordance with Imperial Beach Municipal Code section 3.04.160.G; and

**WHEREAS**, this contract authorization would not be considered a project pursuant to the requirements of the California Environmental Quality Act (CEQA).

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Imperial Beach hereby authorizes the City Manager/Executive Director to enter into and execute a professional services agreement with Veronica Tam and Associates to prepare an update to the Imperial Beach Housing Element and related environmental documents for an amount not to exceed \$37,000.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its regular meeting held on the 15<sup>th</sup> day of June 2011, by the following roll call vote:

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

(DUE TO POTENTIAL CONFLICTS OF INTEREST)

*James C. Janney*

**JAMES C. JANNEY, MAYOR**

**ATTEST:**

*Jacqueline Hald*

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

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2011-7053 - A Resolution of the City of Imperial Beach authorizing the City Manager/Executive Director to enter into and execute an agreement with Veronica Tam and Associates to prepare a Housing Element Update and related environmental documents.

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

\_\_\_\_\_  
DATE

RESOLUTION NO. R-11-261

ATTACHMENT 2

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VERONICA TAM AND ASSOCIATES FOR HOUSING ELEMENT CONSULTANT SERVICES AND AUTHORIZING THE EXPENDITURE OF REDEVELOPMENT HOUSING FUNDS. MF 1060**

**WHEREAS**, Government Code Section 65580 et. seq. requires all cities and counties in California to prepare, adopt and implement a housing element as part of its general plan, and periodically review and revise its housing element every eight years; and

**WHEREAS**, three informal proposals for the 2013-2020 (5<sup>th</sup> Cycle) Housing Element were submitted to the Imperial Beach Redevelopment Agency and the City of Imperial Beach; and

**WHEREAS**, the Imperial Beach Redevelopment Agency finds Veronica Tam and Associates to be exceptionally qualified among the consultants to have submitted proposals for the housing element; and

**WHEREAS**, the Imperial Beach Redevelopment Agency and the City Council find that time is of the essence in having this housing element work done in order to comply with state deadlines and funding constraints and hereby waives the standard Request For Proposal (RFP) process; and

**WHEREAS**, this contract authorization would not be considered a project pursuant to the provisions of the California Environmental Quality Act (CEQA); and

**WHEREAS**, the expenditure of the redevelopment housing funds for the professional services of Veronica Tam and Associates for housing element services are authorized and necessary planning and administrative costs associated with the development, improvement, and preservation of low- and moderate-income housing in accordance with Health and Safety Code section 33334.3(d); and

**WHEREAS**, the expenditure of the redevelopment housing funds for the professional services of Veronica Tam and Associates for housing element services will primarily benefit the Redevelopment Project Area; and

**WHEREAS**, due to the public benefit associated with the housing element work and the benefit to the Redevelopment Project Area, it is in the best interests of the Agency to authorize the execution of the contract for housing element services and the expenditure of redevelopment housing funds for the work.

**NOW, THEREFORE, BE IT RESOLVED** that the Redevelopment Agency of the City of Imperial Beach hereby affirms:

1. That the above-listed recitals are true and correct.
2. That the Agency authorizes the Executive Director to execute a professional services agreement with Veronica Tam and Associates for housing element

services in a total amount not to exceed \$37,000.

3. That the Agency authorizes the expenditure of redevelopment housing funds by the Agency for professional services pursuant to the agreement with Veronica Tam and Associates for housing element services in a total amount not to exceed \$37,000.

**PASSED, APPROVED, AND ADOPTED** by the Redevelopment Agency of the City of Imperial Beach at its meeting held on the 15<sup>th</sup> day of June 2011, by the following vote:

<b>AYES:</b>	<b>BOARDMEMBERS:</b>	
<b>NOES:</b>	<b>BOARDMEMBERS:</b>	
<b>ABSENT:</b>	<b>BOARDMEMBERS:</b>	
<b>DISQUALIFIED:</b>	<b>BOARDMEMBERS:</b>	<b>(DUE TO A POTENTIAL CONFLICT OF INTEREST)</b>

\_\_\_\_\_  
**JAMES C. JANNEY**  
**CHAIRPERSON**

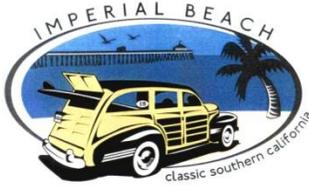
**ATTEST:**

\_\_\_\_\_  
**JACQUELINE M. HALD, MMC**  
**SECRETARY**

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2011-7053 - A Resolution of the City of Imperial Beach authorizing the City Manager/Executive Director to enter into and execute an agreement with Veronica Tam and Associates to prepare a Housing Element Update and related environmental documents.

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

\_\_\_\_\_  
DATE



## **City of Imperial Beach**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

#### **TO PREPARE THE 2013-2020 UPDATE (5<sup>TH</sup> CYCLE) OF THE IMPERIAL BEACH HOUSING ELEMENT AND RELATED ENVIRONMENTAL DOCUMENTS**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF IMPERIAL BEACH** (hereinafter referred to as "**CITY**"), the Redevelopment Agency of the City of Imperial Beach (hereinafter referred to as "**AGENCY**"), and **Veronica Tam and Associates LLC** or **VTA** (hereinafter referred to as "**CONSULTANT**") (collectively "**PARTIES**").

#### **RECITALS**

**WHEREAS**, CITY/AGENCY recognizes that Government Code Section 65580 et seq requires the preparation, adoption, and implementation of a housing element as part of the city's general plan and it requires the document to be reviewed and revised every eight years; and

**WHEREAS**, CITY/AGENCY recognizes that the preparation of a housing element requires specialized planning knowledge and skills and desires to employ a CONSULTANT to furnish professional housing element services; and

**WHEREAS**, CONSULTANT is a limited liability company and has represented that CONSULTANT possesses the necessary qualifications to provide such services; and

**WHEREAS**, CITY/AGENCY, on June 15, 2011, adopted Resolution Nos. 2011-7053 and R-11-261 authorizing the City Manager/Executive Director of the AGENCY to enter into a professional services agreement to have CONSULTANT provide the services as hereinafter set forth.

**NOW, THEREFORE**, IT IS MUTUALLY **AGREED** THAT CITY/AGENCY DOES HEREBY RETAIN CONSULTANT ON THE FOLLOWING TERMS AND CONDITIONS:

#### **Section 1. EMPLOYMENT OF CONSULTANT.**

CITY/AGENCY hereby agrees to engage CONSULTANT and CONSULTANT hereby agrees to perform the services hereinafter set forth, in accordance with all terms and conditions contained herein. CONSULTANT represents that all professional services required hereunder will be performed directly by CONSULTANT, or under direct supervision of CONSULTANT.

#### **Section 2. SCOPE OF SERVICES AND COMPENSATION.**

- A. CONSULTANT shall provide services as described in Exhibit "A" entitled "Proposal For The City of Imperial Beach Housing Element Update," attached hereto and made a part hereof.
- B. As additional consideration, CONSULTANT and CITY/AGENCY agree to abide by the terms and conditions contained in this Agreement.

- C. CONSULTANT will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by CITY/AGENCY, that are necessary or proper to complete the work and provide the required professional services.
- D. CONSULTANT shall be compensated for work completed, not to exceed **\$37,000.00** for basic services rendered under this Section 2, as more particularly described in Exhibit A. CONSULTANT shall be compensated for additional services only upon prior written approval of CITY/AGENCY.
- E. CONSULTANT shall submit monthly statements for basic and additional services rendered in accordance with this Agreement. Payments to CONSULTANT will be made by CITY/AGENCY within thirty (30) days of receipt of invoice. CITY/AGENCY agrees that the CONSULTANT's billings are correct unless CITY/AGENCY, within ten (10) days from the date of receipt of such billing, notifies CONSULTANT in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event CITY/AGENCY disputes part or all of an invoice, CITY/AGENCY shall pay the undisputed portion of the invoice within the above mentioned thirty days.

### **Section 3. PROJECT COORDINATION AND SUPERVISION.**

The Community Development Director, Greg Wade, is hereby designated as the PROJECT COORDINATOR for CITY/AGENCY and will monitor the progress and execution of this Agreement.

### **Section 4. LENGTH OF CONTRACT.**

The contract between CONSULTANT and CITY/AGENCY will be terminated upon completion of the work as set forth in Section 2 above or in accordance with Section 16 below.

Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any professional services performed by CONSULTANT in advance of the said date of authorization shall be considered as having been done at CONSULTANT'S own risk and as a volunteer unless said professional services are so authorized.

Any delay occasioned by causes beyond the control of CONSULTANT may be reason for the granting of extension of time for the completion of the aforesaid services. When such delay occurs, CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing of the cause and the extent of the delay, whereupon the PROJECT COORDINATOR shall ascertain the facts and the extent of the delay and determine whether an extension of time for the completion of the professional services is justified by the circumstances.

### **Section 5. CHANGES.**

If changes in the work seem merited by CITY/AGENCY or CONSULTANT, and informal consultations with the other party indicate that a change is warranted, it shall be processed by CITY/AGENCY in the following manner: a letter outlining the changes shall be forwarded to CITY/AGENCY by CONSULTANT with a statement of estimated changes in fee or time schedule. An amendment to the Agreement shall be prepared by CITY/AGENCY and executed

by both parties before performance of such services or CITY/AGENCY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

#### **Section 6. OWNERSHIP OF DOCUMENTS.**

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall be considered the property of CITY. CONSULTANT may retain such copies of said documents and materials as desired but shall deliver all original materials to CITY.

#### **Section 7. AUDIT OF RECORDS.**

7.1. At any time during normal business hours and as often as may be deemed necessary, the CONSULTANT shall make available to a representative of CITY/AGENCY for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY/AGENCY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2. The CONSULTANT shall include the CITY/AGENCY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

#### **Section 8. PUBLICATION OF DOCUMENTS.**

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement shall be released by CONSULTANT to any other person or agency without CITY/AGENCY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, shall be approved and distributed solely by CITY/AGENCY, unless otherwise provided by written agreement between the parties. After project completion, CONSULTANT may list the project and the general details in its promotional materials.

#### **Section 9. COVENANT AGAINST CONTINGENT FEES.**

CONSULTANT declares that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, CITY/AGENCY shall have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **Section 10. NO ASSIGNMENTS.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which CITY/AGENCY, in its sole discretion,

consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

#### **Section 11. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, CONSULTANT and any subcontractors employed by CONSULTANT shall be an independent contractor and shall not be an employee of the CITY/AGENCY. CITY/AGENCY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY/AGENCY shall not have the right to control the means by which CONSULTANT accomplishes its services. Any provision in this Agreement that may appear to give CITY/AGENCY the right to direct CONSULTANT or sub consultant as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT shall follow the direction of the CITY/AGENCY as to end results of the work only.

Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY/AGENCY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

#### **Section 12. LICENSES, PERMITS, ETC.**

CONSULTANT represents and declares to CITY/AGENCY that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT represents and warrants to CITY/AGENCY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for CONSULTANT to practice its profession.

#### **Section 13. INSURANCE.**

CONSULTANT shall maintain, during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law. Upon request, CITY/AGENCY shall be provided with satisfactory evidence that premiums have been paid and shall deliver to CITY/AGENCY certificates of insurance and endorsements as to each policy. Each certificate of insurance shall provide that the policy will not be materially altered or cancelled without first giving 10 days written notice to the CITY/AGENCY by certified mail. Coverage shall include appropriate waivers of subrogation as to the CITY/AGENCY. CONSULTANT agrees to this requirement irrespective of any other similar obligation imposed on others and CONSULTANT agrees to do so in conformity with the requirements set forth herein including those requirements set forth for certificates of insurance.

CONSULTANT shall assume liability for the wrongful or negligent acts, errors and omissions of its officers, agents and employees and subcontractors in regard to any functions or activity carried out by them on behalf of CITY/AGENCY pursuant to the terms of this Agreement.

#### **Section 14. CONSULTANT NOT AN AGENT.**

Except as CITY/AGENCY may specify in writing, CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY/AGENCY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY/AGENCY to any obligation whatsoever.

#### **Section 15. INDEMNITY.**

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, the AGENCY, and their respective officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the active or sole negligence or willful misconduct by the CITY, the AGENCY, or their respective elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY/AGENCY incurs or makes to or on behalf of an injured employee under the CITY/AGENCY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

#### **Section 16. TERMINATION.**

CITY/AGENCY may terminate this Agreement at any time by giving ten (10) days' written notice to CONSULTANT of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT shall, at the option of CITY/AGENCY, become the property of CITY. If this Agreement is terminated by CITY/AGENCY as provided herein, CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually performed would bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made.

Should CONSULTANT be in default of any covenant or condition hereof, CITY/AGENCY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

#### **Section 17. NON-DISCRIMINATION.**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY/AGENCY setting forth the provisions of this non-discrimination clause.

**Section 18. GENERAL CONDITIONS.**

CONSULTANT shall provide no services for any private client within the corporate boundaries of CITY during the period that this Agreement is in effect, nor shall CONSULTANT, without, previous written permission from the PROJECT COORDINATOR, review any plan, map or other work which to the best of CONSULTANTS knowledge has been submitted by a private client for which the CONSULTANT has performed work within the previous 12 months or anticipates performing work in the succeeding 12 months. CONSULTANT shall immediately notify the PROJECT COORDINATOR in writing whenever CONSULTANT has reason to believe that aforementioned circumstance exists. CONSULTANT knows of no interests where it holds nor of any relationship it has or may have that would constitute a conflict of CONSULTANT performing the duties set forth in this Agreement solely in the best interest of CITY/AGENCY.

**Section 19. OFFICE SPACE AND CLERICAL SUPPORT.**

Consultant shall provide its own office space and clerical support at its sole cost and expense.

**Section 20. SUBCONTRACTORS.**

20.1. The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to this Agreement is subject to prior approval by the CITY/AGENCY.

20.2. All contracts entered into between the CONSULTANT and its subcontractor shall also provide that each subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work related to this Agreement and for the duration of this Agreement. The CONSULTANT shall require the subcontractor to obtain all policies described in Section 13 above in the amounts required by the CITY/AGENCY, which shall not be greater than the amounts required of the CONSULTANT.

20.3. In any dispute between the CONSULTANT and its subcontractor, the CITY/AGENCY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY/AGENCY as described in Section 15 of this Agreement should the CITY/AGENCY be made a party to any judicial or administrative proceeding to resolve any such dispute.

**Section 21. CONFIDENTIAL RELATIONSHIP.**

CITY/AGENCY may from time to time communicate to CONSULTANT certain information to enable Consultant to effectively perform the services. CONSULTANT shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of CITY/AGENCY. CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Section 21, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information (ii) is, through no fault of CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of CITY/AGENCY. In its performance hereunder, CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

## **Section 22. MEDIATION.**

In the event of a dispute between CITY/AGENCY and CONSULTANT concerning the terms of this Agreement or its performance, the parties may, but are not required to, agree to submit such dispute to mediation. If the Parties agree to mediation, CITY/AGENCY and CONSULTANT agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute through mediation.

## **Section 23. NOTICES.**

All communications to either party by the other party shall be deemed made when received by such party at its respective name and address, as follows:

CITY/AGENCY

Greg Wade  
Community Development Director  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach CA 91932

CONSULTANT

Veronica Tam  
Principal  
Veronica Tam and Associates LLC  
107 S. Fair Oaks Avenue, Suite 212  
Pasadena, CA 91105

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above.

## **Section 24. CALIFORNIA LAW; VENUE.**

This Agreement and its performance shall be governed, interpreted, construed, and regulated by the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure § 394.

## **Section 25. ENTIRE AGREEMENT.**

This Agreement, and its Attachments and Exhibits, set forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. The following attachments are a part of this Agreement: **Proposal dated April 20, 2011**. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

## **Section 26. SEVERABILITY.**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in

the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

#### **Section 27. TIME IS OF ESSENCE.**

Time is of the essence for each and every provision of this agreement that states a time for performance and for every deadline imposed by the PROJECT COORDINATOR.

#### **Section 28. COMPLIANCE WITH LAW.**

CONSULTANT shall comply with applicable laws in effect at the time the services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Agreement.

#### **Section 29. STATEMENT OF EXPERIENCE.**

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to CITY/AGENCY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private owners, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

#### **Section 30. CONFLICTS OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.**

During the term of this Agreement CONSULTANT shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY/AGENCY. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY/AGENCY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and local ordinance. Specifically, CONSULTANT shall file Statements of Economic Interest with the City Clerk of the CITY in a timely manner on forms which CONSULTANT shall obtain from the City Clerk.

#### **Section 31. RESPONSIBILITY FOR EQUIPMENT.**

CITY/AGENCY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY/AGENCY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY/AGENCY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**Section 32. NO WAIVER.**

No failure of either the CITY, AGENCY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

**Section 33. DRAFTING AMBIGUITIES.**

The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**Section 34. CONFLICTS BETWEEN TERMS.**

If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

**Section 35. EXHIBITS INCORPORATED.**

Exhibit "A" is incorporated into the Agreement by this reference.

**Section 36. SIGNING AUTHORITY.**

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

**CITY OF IMPERIAL BEACH:**  
A municipal corporation

**CONSULTANT:**  
Veronica Tam and Associates LLC

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

\_\_\_\_\_  
Veronica Tam /Principal

**REDEVELOPMENT AGENCY OF  
THE CITY OF IMPERIAL BEACH**  
A body politic and corporate

\_\_\_\_\_  
Gary Brown, Executive Director

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jennifer M. Lyon, City Attorney

\_\_\_\_\_  
Greg Wade, Community Director

**ACKNOWLEDGMENT**

State of California )  
County of San Diego )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

---

State of California )  
County of San Diego )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

---

State of California )  
County of San Diego )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
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person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**

[Proposal and Scope of Services]



# CITY OF IMPERIAL BEACH HOUSING ELEMENT UPDATE



**Veronica Tam and Associates LLC**

107 S. Fair Oaks Avenue, Suite 212

Pasadena, CA 91105

(626) 304-0440



April 20, 2011

Jim Nakagawa, City Planner  
Community Development Department  
City of Imperial Beach  
825 Imperial Boulevard  
Imperial Beach, CA 91932

**Subject: Proposal for the City of Imperial Beach Housing Element Update**

Dear Mr. Nakagawa:

Veronica Tam and Associates (VTA) is pleased to submit this proposal to prepare the City of Imperial Beach Housing Element for the 2013-2020 cycle.

We have substantial experience working on Housing Elements, having previously been involved in more than 60 Housing Element updates throughout the State during the past two update cycles. For the fourth round (2005-2010) of Housing Element update in the San Diego region, we completed updates for the cities of Carlsbad, El Cajon, La Mesa, Santee, and Vista, as well as the County of San Diego, and are currently assisting the cities of Encinitas and Escondido in updating the Housing Element as part of their comprehensive General Plan update programs.

Given our Housing Element experience, we have an understanding of the State Department of Housing and Community Development's (HCD) current policy focus, review criteria, and interpretation of recent changes to State law. We are able to advise our clients of specific comments to anticipate from HCD and to strategize a response that would be appropriate to the community. We work closely with HCD staff to resolve difficult issues and to coordinate the review schedule. We maintain an excellent track record of achieving certification status on our Housing Elements.

We believe we are well-qualified to assist the City of Imperial Beach in updating the Housing Element. We look forward to discussing our proposal with the City. Please call me if you have questions or need additional information.

Respectfully,

Veronica Tam, AICP  
Principal



# City of Imperial Beach Housing Element Update

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# Executive Summary

## Housing Element Process

The Housing Element is required to be review by the State Department of Housing and Community (HCD) for compliance with State law. HCD review of the Housing Element occurs at two stages:

- **Review of the Draft Housing Element to identify potential concerns:** During this review, HCD will issue a comment letter on the City's Draft Housing Element. Each round of review is 60 days. Based on our recent experience, at least two rounds of review by HCD is required for most jurisdictions. This level of review is reflected in our proposed schedule and budget.
- **Review of the Final Adopted Housing Element to ensure HCD concerns on the Draft are addressed:** During this review, HCD will verify that its comments on the Draft Housing Element have been adequately addressed. One round of review is required, with the review period being 90 days.

Based on our extensive experience preparing Housing Elements, we recommend revising the Draft Element to respond to HCD comments and securing a "Finding of Substantial Compliance" from HCD before proceeding to adoption of the Element. This approach would avoid taking a Housing Element to adoption without assurance of "certification" by HCD.

## Housing Element Contents

The Housing Element must address the following areas:

- Assistance in the development of housing for lower and moderate income households (including extremely low income households) and households with special needs;
- Removal of governmental constraints to the development, preservation, and improvement of housing;
- Conservation of existing affordable housing;
- Provision of adequate sites to accommodate the City's share of Regional Housing Needs Assessment (RHNA); and
- Promotion of equal housing opportunities for all.

The current Imperial Beach Housing Element was adopted in 2009 and covers the planning period of July 1, 2005 through December 31, 2012 (extended from June 30, 2010 by legislation). The Housing Element will be updated to the extent feasible using 2010 Census, most recent

American Community Survey, and SANDAG projections. SB 812 (housing for developmental disabled persons) – signed into law in 2010 – will be incorporated into the Housing Element.

## Public Participation

Public outreach is a required component of the Housing Element update. Because the Imperial Beach City Council also sits as the Planning Commission, the public participation program for the Housing Element can be simplified:

- Publicly noticed study session (or public hearing) with the City Council to review the Draft Housing Element prior to submittal to HCD for the 60-day review
- Public hearing for the adoption of the Housing Element

## Environmental Clearance

The City's current Housing Element (adopted in 2009) indicates some rezoning of properties may occur in the future to accommodate additional mixed use developments. Based on our discussions, we understand the City is undertaking a zoning study with the objectives of reducing housing costs through incentives and flexible development standards, and improving the review/approval processes for mixed-use projects. We assume if any rezoning is to occur, it will be conducted as part of the zoning study and will precede the Housing Element update.

As such, our scope assumes that the environmental clearance for the zoning study/rezoning will be prepared independently of the Housing Element update. Our scope includes a Negative Declaration/Mitigated Negative Declaration (ND/MND) as the appropriate level of environmental clearance for the Housing Element. We assume we can rely on the environmental documents prepared for the recent General Plan/Local Coastal Plan and the zoning study for background information.

# Housing Element Scope and Technical Approach

## Task 1: Housing Element Preparation

### Task 1.1: Housing Needs Assessment

Consistent with State Housing Element law and HCD’s review checklist, the Housing Needs Assessment will contain the following topics:

- **Demographics, Income, and Employment Trends**
- **Household Characteristics**
- **Special Needs Populations:** Special housing needs of seniors, large households, female-headed households, persons with disabilities (including persons with developmental disabilities), the homeless, farmworkers, and extremely low income households.
- **Housing Trends**
- **Housing Problems:** Housing conditions, overpayment, and overcrowding.
- **At-Risk Housing Analysis:** This analysis will cover housing units deed-restricted as low income housing as a result of public assistance and density bonus requirements. Where units at risk are identified for the ten-year analysis period are identified (2013-2023), the Housing Element will include an analysis of the estimated costs to preserve or replace the at-risk units.

#### Data Sources

Based on the product release schedule of the 2010 Census, complete 2010 census data may not be available for the Imperial Beach Housing Element update. The Census Bureau plans on releasing selected data on population and housing characteristics at the “place” level by May 2011. However, detailed race, household, and other housing characteristics will not be released until May 2012. Therefore, some of the housing stock and demographic data will be updated with the American Community Survey (ACS) and other available data sources, such as: San Diego Association of Governments (SANDAG); dataquick; HUD; and State Department of Finance.

Imperial Beach, 2010 Census	
<b>Population:</b>	<b>26,324</b>
Population over 18:	19,628
Non-Hispanic White:	36.0%
Hispanic:	49.0%
Non-Hispanic Asian:	6.2%
<b>Housing:</b>	<b>9,882</b>
Occupied:	9,112 (92.2%)
Vacant:	770 (7.8%)

### Task 1.2: Housing Constraints Analysis

This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in the City. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints.

While the City just updated its Housing Element in 2009 and it covers most of the recent changes in State law, HCD review standards have changed. We will review and revise the constraints analysis based on our recent experience with HCD. In addition, SB 812 (Housing for Persons with Developmental Disabilities) was passed in November 2010. HCD has yet to release a technical assistance memo on this topic. We will incorporate the necessary discussions to address this new requirement.

Recently, HCD has insisted on the inclusion of a lot consolidation program in the Housing Element if a jurisdiction relies primarily on small infill sites for its lower income housing units. Based on our discussion with staff, the City is removing Proposition P as part of the zoning study. If Proposition P continues in the City in its current form, we anticipate the need to expand the discussion on this topic to address HCD concerns.

### **Task 1.3: Housing Resources and Opportunities**

According to the Preliminary Draft Regional Housing Needs Allocation (RHNA) prepared by SANDAG, the City of Imperial Beach has a housing production goal of 254 units (including approximately 100 lower income units).

#### ***Progress toward RHNA***

Since the RHNA is for an 11-year planning period (from January 1, 2010 through December 31, 2020), we will detail the City's progress in fulfilling its RHNA based on units constructed (finalized), units permitted, and units approved since January 1, 2010. The remaining RHNA will be fulfilled by demonstrating sufficient development capacity for future housing through a detailed residential sites inventory.

#### ***Residential Sites Inventory***

State law (AB 2348) has established a default density of at least 30 units per acre for the City to facilitate the development lower income housing. AB 2348 further mandates a detailed site-specific residential land inventory to determine the City's ability in meeting its RHNA by income group. We will use GIS for mapping and analysis for this task. The 2009 Housing Element mentions potential rezoning of properties to accommodate mixed use developments. We assume this rezoning is included as part of the rezoning study work underway.

Identification of available vacant sites will be relatively straightforward, including using GIS-based maps and tables to identify location, size, zoning, and any physical constraints. However, for those sites that are currently developed and anticipated to be redeveloped to provide capacity to meet the RHNA, substantial work may be required to demonstrate the suitability and "ripeness" of the sites for housing development, including whether properties are for sale or lease. Also, if mixed-use zoning is to be used as part of the inventory, we will need to demonstrate a track record of mixed-use development in Imperial Beach.

Our approach involves first examining aerial photos and the City's General Plan and zoning maps to identify vacant and underutilized sites. Working with City staff, we will expand that inventory as needed to satisfy the RHNA by investigating other opportunities, such as potential for redevelopment. Based on our discussions with staff, we anticipate identifying adequate sites without having to propose any rezoning. Our work scope assumes that the City will provide us with current GIS layers for zoning and General Plan maps and Assessor's data to facilitate the analysis.

#### *Financial and Administrative Resources*

VTA will summarize the City's financial and administrative resources available in the delivery of affordable housing programs, including the preservation of housing units at risk of converting to market-rate housing.

#### *Opportunities for Energy Conservation*

Pursuant to the Global Warming Solutions Act (AB 32), the Housing Element will review of opportunities for energy conservation and green building initiatives.

### **Task 1.4: Review of Existing Housing Element**

We will evaluate the effectiveness of the housing programs contained in the 2005-2012 Housing Element. This evaluation will assist in assessing the need to modify existing programs, introduce new programs, or eliminate obsolete programs for the updated Housing Element.

### **Task 1.5: Update to Housing Programs**

Based on the assessment of housing needs, constraints, and resources, as well as past accomplishments, housing programs in the current Housing Element will be comprehensively revised. For each program, we will establish the time frame for implementation, specific objectives, funding sources, and responsible agencies. A summary of quantified objectives by income group will be provided.

## **Task 2: Draft and Finalize Housing Element**

### **Task 2.1: Draft Revisions**

We will prepare an Administrative Draft Housing Element for review by staff. The Administrative Draft will be revised to address comments from staff to formulate the Public Review Draft Housing Element, which will be presented to the Planning Commission prior to submitting to HCD for review. We will incorporate comments received at the study session to formulate the HCD Review Draft Housing Element.

### Work Products

- Administrative Draft Housing Element (electronic copy)
- Public Review Draft Housing Element (electronic copy)
- HCD Review Draft Housing Element (1 bound hard copy for HCD and electronic copy)

### **Task 2.2: HCD Review**

HCD review of the Housing Element is divided into two stages – review of the Draft Housing Element (60-day review period) and review of the Final Adopted Housing Element (90-day review period). Our approach to the Housing Element update is to seek HCD certification of the Draft Housing Element prior to adoption by the City. This way, we can avoid the need to amend the Housing Element should the level of commitment contained in the adopted Element not be acceptable to the State. The updated Housing Element will be submitted for HCD review for the mandatory 60-day review. We will work with staff to address HCD comments. All revisions will be prepared in “track changes” mode to focus HCD reviews on changed text. Based on our recent experience with HCD, typically two rounds of revisions are required to negotiate policy concerns and provide supplemental information.

### Work Product

- Revised Draft Housing Element (2 bound hard copies for HCD, one copy for each round of review, and electronic copy)

### **Task 2.3: Final Housing Element**

After adoption hearings, a final Housing Element will be prepared and submitted to HCD for the 90-day review of the adopted Element.

### Work Product

- Final Housing Element (one bound hard copy for HCD and electronic copy)

## **Task 3: Public Participation**

Our scope includes the following meetings:

- **City Council Study Session or Public Hearing (1):** Prior to submitting the Draft Housing Element to HCD to initiate the 60-day review, we will conduct a study session with the City Council to review the Draft Housing Element and to receive comments. We will also develop a list of agencies serving low and moderate income households and persons with special needs, as well as housing developers. These agencies will be notified of the study session, inviting their participation at the study session.
- **Public Hearing (1):** Before adoption of the Housing Element, we will attend one public hearing before the City Council to review the revised Draft Housing Element.

## Task 4: CEQA Documentation

Adoption of the Housing Element is considered a “project” under CEQA. Thus, environmental analysis and documentation will be required. Based on our prior Housing Element experience, we believe that a Negative Declaration or Mitigated Negative Declaration (ND/MND) will represent the appropriate course of action. This is further based on the assumption that Housing Element policy will implement adopted General Plan/Local Coastal Plan land use policy and land use plans set forth in other specific or master plans.

### Task 4.1: Administrative Draft and Draft Initial Study and (Mitigated) Negative Declaration

We will prepare a preliminary draft Initial Study for City staff review. The Initial Study will be prepared using the standard checklist form contained in the CEQA Guidelines or, if the City has its own checklist that incorporates the most recent CEQA updates regarding agricultural lands and greenhouse gas analysis, we can use that checklist. The analysis will make reference to and tier upon the information and conclusions contained in the General Plan/Local Coastal Plan and specific/master plan EIRs to the extent possible. Upon receiving staff’s comments, we will prepare a Draft Initial Study/(Mitigated) Negative Declaration for public circulation and review.

### Task 4.2: Final Initial Study and (Mitigated) Negative Declaration

At the conclusion of the required 30-day public review period, we will provide a summary memo to staff to identify appropriate responses to be incorporated into the staff report. Written responses to comments to the Notice of Intent to Adopt a (Mitigated) Negative Declaration are not required by CEQA. However, if the City’s practice is to prepare comprehensive written responses, we can do so as additional services. If necessary, a Mitigation Monitoring Program with appropriate mitigation measures will accompany the final (Mitigated) Negative Declaration. This documentation will be brought before the City Council for review and adoption.

### Task 4.3: CEQA Support Services

Hogle-Ireland will be responsible for preparing the Notice of Intent to Adopt a (Mitigated) Negative Declaration and the Notice of Determination. The City will be responsible for all mailing, noticing, and posting as required by the State Office of Planning and Research and the San Diego County Clerk. The City will also be responsible for placing and paying for newspaper ads and for paying all required filing fees. As additional services, we can assist the City in requesting a fee waiver, if desired, as well as with notification.

### Work Products

- Administrative Draft Initial Study/(Mitigated) Negative Declaration (electronic copy)
- Initial Study/(Mitigated) Negative Declaration for public circulation, including Notice of Intent (electronic copy)
- Mitigation Monitoring and Reporting Program (if required) (electronic copy)
- Notice of Determination (electronic copy)

## Timeline

State law establishes the deadline of the Housing Element update at 18 months after the adoption of the RHNA. Assuming SANDAG adopts the 2013-2020 RHNA in July 2011, we propose the following schedule to meet the December 2013 deadline:

Tasks	Timeline
Project Initiation/Contract Approval	May 2011
Kickoff and Data Collection	May 2011
Housing Element Update	June – December 2011
City Council Study Session	January 2012
HCD Review (1 <sup>st</sup> round)	February – March 2012
CEQA Documentation	January – April 2012
Revised HE to address HCD comments	April 2012
HCD Review (2 <sup>nd</sup> round)	May – June 2012
Adoption Hearing	July 2012

# Cost Proposal

Our estimated fee to complete the Housing Element update and associated CEQA documentation (IS/(M)ND) is \$36,910. This budget assumes that the City will be responsible for the noticing of public meetings and noticing and distribution requirements for the IS/(M)ND.

Task	VTA				Total Fee
	Tam \$ 140	Sr. Plnr \$ 110	Planner \$ 90	Tech \$ 70	
<b>1.0 Housing Element Preparation</b>					
1.1 Housing Needs Assessment		8	40	4	\$ 5,000
1.2 Housing Constraints Analysis		4	32		\$ 4,080
1.3 Housing Resources and Opportunities		4	32	8	\$ 4,000
1.4 Review of Existing Housing Element		2	8		\$ 1,000
1.5 Update to Housing Programs		8	8		\$ 1,840
Subtotal:		26	32	12	\$ 15,920
<b>2.0 Draft and Finalize Housing Element</b>					
2.1 Draft Revisions		8	20	20	\$ 5,120
2.2 HCD Review		16	20	24	\$ 6,600
2.3 Final Housing Element		1	4		\$ 500
Subtotal:		25	40	0	\$ 12,220
<b>3.0 Public Participation</b>					
City Council Study Session (1)		4	1		\$ 650
Public Hearing (1)		4	1		\$ 650
Subtotal:		8	0	0	\$ 1,300
<b>4.0 CEQA Documentation</b>					
4.1 Draft IS/(M)ND		4	40		\$ 4,960
4.2 Final IS/(M)ND			16		\$ 1,760
Subtotal:		4	56	0	\$ 6,720
<b>Miscellaneous</b>					
Printing					\$ 150
Other Costs (postage, mileage, etc.)					\$ 600
Subtotal:		0	0	0	\$ 750
<b>Total All Tasks</b>		<b>63</b>	<b>128</b>	<b>12</b>	<b>\$ 36,910</b>

## Statement of Experience and Technical Competence

Over the past 17 years, Ms. Tam had worked with numerous jurisdictions throughout California and other western states. Her clients included rural towns/communities, suburban and urban cities, metropolitan areas, and counties. Of all the Housing Elements (more than 100) prepared by Veronica Tam, only two did not receive HCD certification – City of Tracy (2002 Housing Element) and City of Seal Beach (2000 Housing Element). The City of Tracy has a voter-initiated growth allocation system that could not meet HCD scrutiny. The City of Seal Beach was unwilling to redesignate land for higher density residential uses. Below is a list of jurisdictions for which Ms. Tam had prepared Housing Element updates during the last five years.

Housing Elements in Last Five Years (Y/N for HCD Certification)	
<ul style="list-style-type: none"> <li>▪ Arcadia (Yes)</li> <li>▪ Alhambra (Yes)</li> <li>▪ Bell Gardens (in progress)</li> <li>▪ Buena Park (Yes)</li> <li>▪ Carlsbad (Yes)</li> <li>▪ Chino (Yes)</li> <li>▪ Corona (Yes)</li> <li>▪ Costa Mesa (Yes)</li> <li>▪ Dublin (Yes)</li> <li>▪ El Cajon (Yes)</li> <li>▪ Encinitas (in progress)</li> <li>▪ Garden Grove (Yes)</li> <li>▪ Glendora (Yes)</li> <li>▪ Hawthorne (in HCD review)</li> <li>▪ Hayward (Yes)</li> <li>▪ Hercules (in HCD review)</li> <li>▪ Hesperia (Yes)</li> <li>▪ Irvine (in progress)</li> <li>▪ La Canada Flintridge (in HCD review)</li> <li>▪ La Mesa (Yes)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Lawndale (Yes)</li> <li>▪ Lomita (Yes)</li> <li>▪ Long Beach (Yes)</li> <li>▪ Los Angeles County (Yes)</li> <li>▪ Modesto (in HCD review)</li> <li>▪ Monterey County (Yes)</li> <li>▪ Porterville (Yes)</li> <li>▪ Port Hueneme (Yes)</li> <li>▪ Redondo Beach (in HCD review)</li> <li>▪ Rocklin (Yes)</li> <li>▪ San Diego County (in HCD review)</li> <li>▪ San Ramon (Yes)</li> <li>▪ Santee (Yes)</li> <li>▪ Seaside (Yes)</li> <li>▪ Simi Valley (in HCD review)</li> <li>▪ South Gate (Yes)</li> <li>▪ Tracy (in HCD review)</li> <li>▪ Vista (Yes)</li> <li>▪ Walnut (Yes)</li> <li>▪ West Hollywood (Yes)</li> </ul>

**Housing Works in San Diego Region**

Veronica Tam and Associates has prepared numerous Housing Elements in the San Diego region. Specifically, we have prepared Housing Elements for the following jurisdictions in the region. These include the following:

- Housing Elements: Carlsbad, El Cajon, La Mesa, Santee, Vista, and San Diego County
- Consolidated Plans: Carlsbad, El Cajon, La Mesa, and National City
- Fair Housing Study: Regional Analysis of Impediments to Fair Housing Choice, involving all 19 jurisdictions

Such experience afforded us understanding local market conditions and constraints, as well as active players in the housing arena.

**City of Carlsbad Housing Element (2005-2012)**

The City of Carlsbad faced significant challenges in updating its Housing Element. While the City has a very effective inclusionary housing program, the City also has adopted a growth management program that limits the densities and caps number of units that can be constructed. The Housing Element provides extensive analyses and discussions to illustrate the City’s ability to accommodate its RHNA within given these constraints. The City also has few remaining vacant properties. The Housing Element utilizes a number of approaches to accommodating the required capacity, including rezoning/upzoning, redevelopment of older shopping centers, and infill developments in the downtown area. Extensive community outreach was conducted as part of the Housing Element.

Date: July 2007 – January 2010 (and ongoing assistance to City for Housing Element implementation)

Contact: Scott Donnell, Senior Planner  
(760) 602-4618  
[scott.donnell@carlsbadca.gov](mailto:scott.donnell@carlsbadca.gov)

**County of Los Angeles Housing Element (2008-2014) – 2010 APACA Award of Merit**

The County of Los Angeles was assigned a RHNA of 57,176 units that must be accommodated in the unincorporated areas. Given the unique characteristics of the unincorporated areas, with the majority of residential growth potential being in suburban and semi-rural communities, the County faces significant challenges in meeting the RHNA. Furthermore, with limited financial resources and urban development potential confining within unincorporated urban islands, the County must explore various strategies in providing for affordable housing. To solicit input on needs and potential strategies, the Housing Element update process included an extensive community outreach program, including focus group meetings with the development community, special needs advocacy groups, housing advocates, residents, County departments, and community planning groups.

Date: August 2007 – November 2008  
 Contact: Connie Chung, AICP, Supervising Regional Planner  
 (213) 974-6425  
[cchung@planning.lacounty.gov](mailto:cchung@planning.lacounty.gov)

**City of Long Beach Housing Element (2008-2014)**

The City of Long Beach is a large and diverse community with a myriad of housing issues. Housing is a contentious issue locally, with various groups competing for limited resources and debating over the appropriate locations/over-concentration of affordable housing. As such, an extensive community outreach program, which included a survey, neighborhood meetings, community meetings, stakeholder interviews, and public meetings, was conducted as part of the Housing Element update. The update process was also under the scrutiny of the Legal Aid Foundation of Los Angeles, representing Housing Long Beach, a community group. The Long Beach Housing Element met these challenges and was prepared with close collaboration with HCD staff in order to expedite the review process.

Date: February 2008 – July 2009  
 Contact: Pat Garrow, Senior Planner  
 (562) 570-6005  
[Pat.Garrow@longbeach.gov](mailto:Pat.Garrow@longbeach.gov)

**City of San Ramon Housing Element (2009-2014)**

The City of San Ramon is a small and upscale community in Contra Costa County. Traditionally, the community has maintained a low-density character. Only during the recent update to the City’s General Plan did higher density residential uses and mixed use developments get introduced in the community. As a high-cost area, the City faces challenges with housing affordability and community opposition to intensified development. The City also has a growth management ordinance that requires voter approval of land use changes and six public hearings for general plan amendments, including the Housing Element update. The 2009-2014 Housing Element update focuses on meeting the RHNA with existing land use designations.

Date: February 2008 – October 2009  
 Contact: Cindy Yee, Associate Planner  
 (925) 973-2562  
[cjee@sanramon.ca.gov](mailto:cjee@sanramon.ca.gov)

**City of Costa Mesa Housing Element (2008-2014)**

The City of Costa Mesa is a highly urbanized community located in south Orange County. Costa Mesa’s desirable location within Orange County has resulted in some of the highest home prices and rents in County. As an older community in Orange County, the City is polarized by groups that advocate affordable housing for lower income renters and groups that desire the preservation of existing neighborhoods and promotion of ownership housing. As part of the



Housing Element update, an extensive community outreach program was implemented. In addition to a housing needs survey, community workshops, and study sessions, presentations were also made to neighborhood groups and HOAs and Housing Element “open houses” were also conducted.

Date: June 2007 – September 2008  
Contact: Hilda Veturis, Management Analyst  
(714) 754-5608  
hveturis@ci.costa-mesa.ca.us

## Listing of Key Personnel

Veronica Tam and Associates (VTA) focuses on providing housing policy planning and other related services for local jurisdictions. Our services include preparation of the following:

- Housing Element
- Redevelopment Implementation Plan
- General Plan elements
- Zoning Ordinance revisions
- Inclusionary Housing and Commercial Linkage Fee studies
- Consolidated Plan and related reports
- Fair housing studies
- Environmental clearance for housing and related studies

### Primary Contact Person:

Veronica Tam, Principal  
Veronica Tam and Associates  
107 S. Fair Oaks Avenue, Suite 212  
Pasadena, CA 91105  
(P) 626-304-0440 ext. 1  
(F) 626-304-0005  
(E) Veronica.Tam@vtaplanning.com

### Key Personnel

**Veronica Tam, AICP**, will be the primary person responsible for the preparation of the Imperial Beach Housing Element. Veronica Tam has expertise in the areas of housing policy development and community development planning. Prior to forming her own business, she had 15 years of experience with a private consulting firm, Cotton/Bridges/Associates (CBA), preparing a range of housing and community development plans and studies. As Principal-in-Charge and Director of Housing Services for CBA, Ms. Tam oversaw most housing-related works in the company. Specifically, she has prepared more than 60 Housing Elements for communities throughout California.

Veronica Tam has conducted extensive community outreach programs and facilitated policy discussions with elected officials, community stakeholders, interest/advocacy groups, and the general public. She has experience using various forums for discussions, including: interactive discussions at community workshops; focused issue discussions with advisory committees, task forces, and other community stakeholders; and city council/planning commission study sessions. Specifically, she has conducted workshops to:

- Educate communities and elected/appointed officials regarding affordable housing;

- Educate local jurisdictions regarding various housing laws, particularly State Housing Element and redevelopment housing requirements; and
- Solicit input regarding neighborhood revitalization and community development needs, housing needs, and housing discrimination.

Ms. Tam frequently speaks at conferences regarding housing policies and Housing Element requirements. In 2006, she spoke at the Inland Empire APA Affordable Housing Forum and CCAPA Conference on Housing Element requirements. In 2007, she was invited by the League of California Cities to conduct a session on Housing Element updates for the Planners' Institute Conference. In 2009, she spoke at the San Diego Housing Federation on how the development community can participate in the Housing Element process.

**Rick Brady** and **Jessica Suimanjaya** will support the preparation of the Imperial Beach Housing Element.

**Mr. Brady** has housing planning experience in both the public and private sectors. During his employment at Cotton/Bridges/Associates (later became a division of P&D Consultants, Inc.), Mr. Brady worked with Veronica Tam extensively in completing a variety of housing studies, including Housing Elements, fair housing studies, and Consolidated Plans. As part of his public sector experience with the City of Santee, he also drafted housing-related ordinances to address residential care facilities, transitional housing, second units, and density bonus incentives. Most recently, Mr. Brady has worked with Veronica Tam on a number of Housing Elements, including for the cities of Lawndale, Lomita, Hayward, Hawthorne, and Seaside, and the County of Monterey.

**Ms. Suimanjaya** joined Veronica Tam and Associates in April 2008. Her prior experience includes preparing housing needs assessments for the cities of Burbank, Brea, and Agoura Hills while employed at another housing consulting firm. Since joining Veronica Tam and Associates, She has assisted with the Housing Element updates for Glendora, Hayward, Hesperia, Irvine, Redondo Beach, Simi Valley, Tracy, and Monterey County. She is currently working on the Encinitas Housing Element update.



VERONICA TAM, AICP  
PRINCIPAL

#### EDUCATION

MA, Urban Planning, University of California, Los Angeles

BES, Urban and Regional Planning (Economics Minor), University of Waterloo, Canada

#### PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners  
American Planning Association

#### AWARDS

2009 APACA  
Comprehensive Planning, Large Jurisdiction: 2008-2014 Los Angeles County Housing Element

2009 Los Angeles Section, APACA  
Comprehensive Planning, Large Jurisdiction: 2008-2014 Los Angeles County Housing Element

2002 Northern Section, APACA  
Focused Issues: Contra Costa County Analysis of Impediments to Fair Housing

2001 Northern Section, APACA  
Advocacy Planning: East Palo Alto Housing Element

2000 APACA  
Outstanding Planning: El Cajon Integrated Housing Element and Consolidated Plan

2000 San Diego Section, APACA  
Outstanding Planning: El Cajon Integrated Housing Element and Consolidated Plan

Ms. Tam has expertise in the areas of housing policy development and community development planning. Prior to establishing her own practice in November 2005, she had 15 years of experience with a private consulting firm, Cotton/Bridges/Associates (CBA, a division of P&D Consultants, Inc.), preparing a range of housing and community development plans and studies.

#### RELATED PROJECT EXPERIENCE

As Principal-in-Charge and Director of Housing Services for CBA, Ms. Tam oversaw most housing-related works in that company. The projects listed below include projects completed while employed in CBA.

#### Housing Elements

Arcadia	La Mesa	Simi Valley
Buena Park	Lawndale	Tracy
Dublin	Modesto	Contra Costa County
El Cajon	Redondo Beach	Los Angeles County
Glendora	West Hollywood	Imperial County
Hayward	San Ramon	Monterey County
Irvine	Seaside	San Diego County

#### Redevelopment Housing Implementation Plans

Barstow	Hawthorne	Santee
Compton	Porterville	Placer County
Costa Mesa	Port Hueneme	Contra Costa County
Glendora	San Fernando	

#### Consolidated Plans

Apple Valley	Hawthorne	Los Angeles County
Baldwin Park	La Mesa	Orange County
Compton	Long Beach	San Diego County
El Cajon	Sacramento	Ventura County
Gardena	Santee	Sacramento County

#### Fair Housing Studies

Apple Valley	Lake Forest	Contra Costa County
Chino	Long Beach	Los Angeles County
Gardena	Los Angeles	San Diego County
Hawthorne	Rancho Cucamonga	Ventura County
Inglewood	Simi Valley	Washoe County (NV)

#### Special Studies

Indian Wells Regional Housing Needs Allocation Assistance  
Marina Affordable Housing Ordinance  
San Jose Just Cause for Eviction

#### Veronica Tam and Associates

107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105  
P (626) 304-0440 F (626) 304-0005



## EDUCATION

MCP, City Planning, San Diego State University

BA, Urban Studies, University of California, San Diego

## PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners  
American Planning Association

RICK BRADY  
SENIOR PLANNER

Rick Brady's professional background includes seven years working as an urban, environmental, and homeland security planning consultant and more than one year as a public sector land use and environmental planner. His experience includes the preparation of a variety of housing-related studies, general and community plans, environmental impact reports, baseline environmental studies, and emergency operations plans.

## Veronica Tam &amp; Associates

As a Senior Planner, Mr. Brady has assisted in the preparation of Housing Elements for the cities of Arcadia, Dublin, Glendora, Hayward, Irvine, La Cañada-Flintridge, Lawndale, Lomita, Porterville, Redondo Beach, Rocklin, San Ramon, Seaside, Simi Valley, South Gate, Tracy, and Upland, as well as the County of Monterey.

## Prior Experience

As a Senior Associate with P&D Consultants, Rick was the project manager for General Plan Housing Elements and HUD Consolidated Plans for the cities of La Mesa and Santee. He served as the lead project planner for housing elements for the cities of Carlsbad, Poway, National City, Vista, San Jacinto, Aliso Viejo and Calipatria and assisted with the preparation of the City of San Diego Consolidated Plan, City of Santa Monica Consolidated Plan, and the San Diego County Regional Analysis of Impediments to Fair Housing Choice. Mr. Brady's community planning experience includes general plans prepared for the cities of Aliso Viejo, Holtville, El Centro, Seaside, Riverside and San Jacinto.

Mr. Brady worked in New Orleans for more than two years as a technical assistance contractor to FEMA. Part of his FEMA experience includes leading the team that inspected and prepared grants for the abatement of public health hazards to more than 7,000 public housing units managed by the Housing Authority of New Orleans. In the summer of 2004, Mr. Brady assisted FEMA in the preparation of site planning and design criteria to provide group housing sites for victims of a potential catastrophic disaster affecting 50,000 or more households.

**Veronica Tam and Associates**

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## EDUCATION

MA Urban Planning, University of California, Los Angeles

BA Communication Studies,  
University of California, Los Angeles

## PROFESSIONAL ASSOCIATIONS

American Planning Association, Member

## SKILLS

Geographic Information Systems  
AutoCAD  
Photoshop  
Microsoft Office  
Windows and MAC

JESSICA SUIMANJAYA  
PLANNER

Ms. Suimanjaya is dedicated to working in the field of affordable housing planning. She graduated with a Masters in Urban Planning from the University of California, Los Angeles. Her coursework focused on physical planning, community development and housing. Her undergraduate background was in Communication Studies.

## VERONICA TAM &amp; ASSOCIATES

As a planner, Ms. Suimanjaya has contributed to the preparation of the following reports:

## Housing Elements

Arcadia	Glendora
Hayward	Hesperia
Irvine	Redondo Beach
Porterville	Tracy
Upland	West Hollywood

## Redevelopment Housing Implementation Plans

Costa Mesa	Glendora
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## Fair Housing Studies

Long Beach	San Diego County
Ventura County	

## Consolidated Plans and Annual Reports

Alhambra	Camarillo
San Bernardino	Ventura County

## PRIOR EXPERIENCE

At KWA, Ms. Suimanjaya assisted in the preparation of housing elements for the cities of Agoura Hills, Brea, Burbank, Calabasas, Huntington Beach, Huntington Park, and San Fernando.

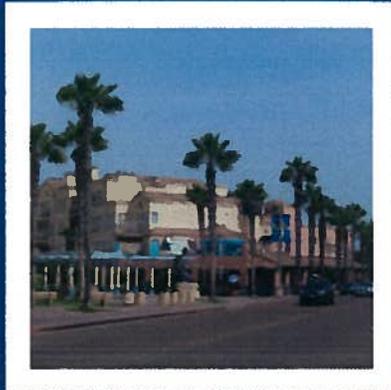
As the Public Relations Intern at the California Clean Money Campaign, Ms. Suimanjaya crafted press releases, as well as various promotional and informational materials. She also conducted an extensive research project on the campaign contributions of California state legislators.

**Veronica Tam and Associates**

107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105  
Jessica@vtaplanning.com  
P (626) 304-0440 F (626) 304-0005

# CITY OF IMPERIAL BEACH

## Proposal to Prepare the 2013 Housing Element Update



Submitted to:

**City of Imperial Beach**

Greg Wade

Community Development Director

825 Imperial Beach Blvd.

Imperial Beach, CA 91932



Submitted by:

**J.H. Douglas & Associates**

Contact: John Douglas, AICP

13142 Rosalind Drive

Santa Ana, CA 92705

Phone: 714.628.0464

Fax: 714.628.0330

**April 22, 2011**

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**J. H. Douglas & Associates**  
**Planning Consultants**

April 22, 2011

Greg Wade, Community Development Director  
City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

Dear Mr. Wade,

We appreciate the opportunity to submit this proposal to assist you with the 2013 Housing Element update. Based on my review of your previous Housing Element and some of the City's recent planning programs such as the Palm Avenue Commercial Corridor Master Plan and the Commercial Zoning Review, I feel we can help you prepare the new Housing Element in a very efficient and economical manner.

During the three decades I have been preparing Housing Elements, cities have seen significant changes in the extent to which the state is involved in local land use planning. As you know, state law now requires rezoning for high-density housing if cities cannot demonstrate adequate sites to accommodate the Regional Housing Needs Assessment (RHNA). This is usually the most important issue in the Housing Element update, and I believe our successful experience working with 25 jurisdictions in the 2008 and 2009 Housing Element cycles demonstrates our ability to effectively guide Imperial Beach through this process.

Our suggested scope work includes some assumptions regarding the City's expectations and level of involvement; therefore, we suggest that this be considered a starting point for discussion with the final scope and budget to be refined as necessary. For example, if your staff has the ability to take responsibility for some tasks, the budget could be reduced accordingly. A collaborative approach can not only reduce the City's costs, but also serve as a learning experience for staff.

While SANDAG has not yet completed the new RHNA process, it appears that the lower-income allocation for Imperial Beach will be in the range of 60-100 units, which is significantly higher than the 22 lower-income units assigned in the previous cycle. Appendix E of your previous Housing Element estimated a realistic capacity of 370 high-density units on underutilized commercial sites, with 293 units on "high potential" sites. We will work with your staff to update this inventory to reflect any recent developments or changes in land use regulations. Even with the likelihood of a higher RHNA, it appears that the City is in a good position to satisfy HCD's site inventory requirements. Although the City has almost no vacant land, we expect that the Palm Avenue Commercial Corridor Master Plan and the Commercial Zoning Review will be helpful in demonstrating the realistic capacity for high-density residential and mixed-use redevelopment of underutilized parcels.



We also understand the importance of timely completion of the Housing Element update, not only to comply with state law but also to support the City's grant applications. Portions of Imperial Beach have been identified in SANDAG's Smart Growth Concept Map as Community Centers or Mixed-Use Transit Corridors, and Imperial Beach may be eligible for future grant funds based upon the City's efforts to tie new development to smart growth principles and the SANDAG Concept Map. This funding could be an important resource for implementing key projects within the study areas.

In conclusion, we believe there are several reasons why our team is well qualified to help you with this project:

- We have extensive local knowledge of planning issues in San Diego County and have closely monitored the RHNA process at SANDAG;
- Our team is comprised only of senior staff, each with 25 to 35 years of planning experience – we deliver high-quality work the first time and do not delegate to junior planners;
- We have a broad knowledge of both housing and land use planning that is critical in dealing with HCD on site inventories and land use strategies;
- Our communication, presentation and conflict resolution skills – especially in dealing with decision-makers and the public – is exceptional;
- As a small firm, we have the flexibility and commitment to "go the extra mile" to ensure the success of this project. It is typical for us to provide ongoing advice and assistance to our clients outside normal business hours and as a courtesy long after the final Housing Element is adopted.

If you have any questions regarding this proposal please give me a call at 714-628-0464.

Yours truly,

John Douglas, AICP  
Principal



## 2. Proposed Scope of Work

The following section outlines the specific tasks, deliverables and schedule we propose for the Housing Element update based on our understanding of the City's needs. If City staff is interested in taking a more active role in some tasks we can adjust the workload and budget accordingly. Since the City has an adopted Housing Element that was certified by HCD in 2009, we assume that the approach will be to update the document to reflect changed circumstances, state laws and City policies.

### **Task 1** **Project Initiation**

Following authorization to proceed, the first step will be to meet with City staff to review the work program, make any necessary adjustments, and refine the schedule to meet the City's objectives. Data requirements and the respective expectations and responsibilities of City staff and the consultant team will be clarified. It is assumed that staff will provide us with an MS Word document file of the current Housing Element and related documents upon commencement of the project.

#### Products

- ◆ 1 kick-off meeting with City staff
- ◆ Refined work program, budget and schedule

### **Task 2** **2013-2020 Housing Element Document**

Task 2 entails the research, analysis, writing and production of the new 2013-2020 Housing Element document for review by City staff, decision-makers, the public, and State HCD. The ultimate goal is the adoption of a Housing Element that achieves the City's policy objectives while also receiving HCD certification.

#### **2.1 Administrative Draft Housing Element**

We will prepare an Administrative Draft Housing Element that reflects current conditions, goals, policies, quantified objectives, and implementation programs and describes the City's housing strategy for the 2013-2020 planning period. Policies and programs will be updated based on lessons learned during the previous planning period and where appropriate, refinements will be recommended. This proposal assumes that the new Housing Element will be prepared in a format similar to the previous element.

The draft Housing Element will include all of the items required by state law, as described below. We typically provide City staff with components of the draft Housing Element for review as they are completed so that staff input can be incorporated early in the process. Each of the following topics represents a major section of the Housing Element. The budget assumes that staff comments on each section will be incorporated into the complete Administrative Draft Element, with one subsequent review of the complete document.

**Evaluation of the Previous Housing Element.** This task involves the review and evaluation of the previous Housing Element, including



appropriateness of goals and policies, the effectiveness of programs, and the City's progress in meeting quantified objectives. Since much of the information needed for this evaluation is contained in City records, the budget assumes that City staff will provide the required information regarding program accomplishments in the previous planning period. Appendix A of this proposal contains an example of the format we typically use for this evaluation.

**Needs Assessment.** A fundamental component of the Housing Element is the analysis of community housing needs. Data sources to be utilized include the U.S. Census, California Department of Finance (DOF) population and housing trends, California Employment Development Department job statistics and forecasts, the San Diego Regional Task Force on Homelessness 2011 Point-in-Time Survey, and real estate market data. The Regional Housing Needs Assessment prepared by SANDAG will identify growth needs for the new planning period. The needs assessment will include all of the items required by California Government Code §65583(a) and Department of Housing and Community Development "Building Blocks" guidelines. The budget assumes that City staff will assist by providing a current inventory of assisted housing projects in the City and their eligibility to convert to market rate. If it is determined that there are units "at risk", the required analysis will be conducted. The budget assumes that adequate information regarding the number of housing units in need of rehabilitation or replacement can be obtained from the observations and professional judgment of Code Enforcement, Planning and Building Department staff rather than a new field survey. HCD generally does not require a new field survey of housing conditions. However, if it is determined that field work is necessary, it can be completed as an optional task, or City staff can conduct the survey under our guidance. This section will also address legal requirements for reporting housing demolition and replacement in the Coastal Zone.

**Resources and Opportunities.** The analysis of resources and opportunities will focus on the following topics.

- ♦ Land inventory/site analysis and an evaluation of the relationship of zoning and public facilities to serve these sites.
- ♦ Financial and administrative resources, including federal, state and local housing assistance programs.
- ♦ Analysis of opportunities for energy conservation.

The analysis of available housing sites is one of the most critical components of the Housing Element. In particular, the analysis of "underutilized" sites has been problematic for many jurisdictions, and HCD has demanded increasingly detailed analysis of the realistic development potential of such sites during the planning period. We note that all of your HCD comment letters during the last update raised this issue.



SANDAG is currently preparing RHNA allocations for the jurisdictions within San Diego County. The preliminary draft RHNA allocation for Imperial Beach in the 2010-2020 planning period was approximately 250 units. The most critical aspect of the RHNA is the portion allocated to the very-low and low income categories (collectively "lower-income"). While SANDAG has not finalized the RHNA income distributions, the alternatives being discussed at the time of this writing are in the range of 59 to 105 lower-income units for Imperial Beach. Based on state law (AB 2348 of 2004), a "default density" of 30 units/acre is assumed to be necessary to facilitate lower-income housing development in metropolitan jurisdictions, including most cities in San Diego County. However, while state law indicates that properties zoned for 30+ units/acre can be counted as lower-income sites, HCD has often refused to allow "RHNA credit" for underutilized sites based on the characteristics of existing uses, small parcel sizes, approved entitlements, or anticipated timing of development.

We note that Appendix F of the previous Housing Element contains a site inventory that estimated a capacity of 370 high-density units on underutilized commercially-zoned sites, sorted according to priority, with 293 units on high-priority sites. We also understand that Imperial Beach has been moving forward with planning initiatives such as the Palm Avenue Corridor Plan and the Commercial Zoning Review that are intended to encourage high-density residential and mixed-use redevelopment. While demonstrating the suitability of developed sites to the satisfaction of HCD is generally one of the most important and challenging tasks, it appears that SANDAG's preliminary RHNA numbers are reasonable considering the City's potential redevelopment opportunities and recent initiatives to spur revitalization. The analysis of development prototypes contained in the Commercial Zoning Review should be especially useful in demonstrating to HCD that the City's assumptions are valid.

The budget assumes that City staff will actively participate in the analysis of underutilized parcels with the potential for housing development as well as assist in updating specific site information needed for the land inventory (e.g., parcel ID numbers, parcel size, General Plan/zoning designations, existing uses, and information regarding development interest and timing). Please see Appendix B for an example of the format we typically use for the analysis of underutilized sites.

This section of the Housing Element will also examine the potential for satisfying a portion of the RHNA through committed assistance for the rehabilitation, conservation or conversion of existing affordable units under the "Alternate Sites" provisions of state law (*Government Code §65583.1.c*).

**Constraints.** The constraints analysis will include the following issues:

- ♦ **Governmental constraints**, including land use plans and regulations, zoning districts, development standards,



improvement requirements, impact fees and processing procedures will be analyzed. The budget assumes that City staff will assist in this process by identifying any changes to plans, regulations, procedures, standards, fees, and other potential governmental constraints that have occurred since the previous Housing Element was prepared. Progress on the Palm Avenue Corridor Plan and the Commercial Zoning Review will be particularly important in this regard. We will work with staff to ensure that the Housing Element update reflects the current status of plans and development regulations.

- ♦ **Non-governmental constraints** will be evaluated, including land and construction cost, financing cost and availability, environmental conditions (e.g., wetlands and floodplains, geotechnical problems, sensitive biological habitat) and infrastructure (particularly water and wastewater treatment capacity). It is assumed that the City's Public Works/ Engineering staff will provide the information needed to assess infrastructure capacity constraints.

**Housing Plan.** The analysis of needs, resources, opportunities and constraints, together with the evaluation of the previous Housing Element, will provide guidance in identifying areas where policies and programs should be refined to better accomplish the City's objectives or address changes in state law. We will work with staff and decision-makers to identify policy options and refine the goals, policies, and programs as necessary. The experience of City staff who are involved in program implementation will be especially valuable in this regard

#### Products

- ♦ Preliminary Draft Housing Element chapters (Word and PDF electronic files)
- ♦ Complete Administrative Draft Housing Element document (2 hard copies + Word and PDF electronic files)

*(Note: If desired, additional copies of documents can be provided on a time-and-materials basis)*

## **2.2 Public Review Draft Housing Element**

After we receive staff comments, a Public Review Draft Element will be prepared. One round of review is assumed. If additional rounds of review are requested on the Draft Element at this stage, or if late comments must be incorporated after the Public Review Draft has been completed, they will be provided on a time-and-materials basis.

#### Products

- ♦ Public Review Draft Housing Element (2 hard copies + Word and PDF electronic files)



### **2.3 HCD Review Draft Housing Element**

It is desirable to have decision-makers review the draft element prior to submittal to HCD. Following review by the City Council an HCD Review Draft Element incorporating the comments of policy-makers will be prepared and delivered to staff for review (one round of review is budgeted), followed by submittal to HCD. (Note: We understand that the City does not have a separate Planning Commission, therefore the public review process will be simplified. If the City wishes to conduct public workshops or review by other committees, these can be incorporated into the schedule.)

#### Products

- ♦ HCD Review Draft Housing Element document (2 hard copies + Word and PDF electronic files)

### **2.4 Proposed Final Housing Element**

The ultimate goal of the Housing Element update process is to prepare an element that meets City objectives while also receiving a finding of substantial compliance ("certification") by HCD. Certification of the Housing Element is important for several reasons – to maintain eligibility for grant funds, to ensure a legally-adequate General Plan, to maintain local control of the land use planning process, to avoid a RHNA carryover to the next planning period, and to avoid a 4-year update schedule under SB 375.

After receiving HCD comments on the Draft Housing Element, we will work with staff to revise the element as necessary to address the state's concerns. We will prepare a summary matrix following the points raised in HCD's review letter along with a tracked version of the revised draft element so that all parties can easily see how the City has responded to HCD comments. (See Appendix C for an example of our typical review matrix).

Our experience preparing Housing Elements in many other jurisdictions over the past 30 years has provided us with a good working relationship with HCD's senior staff and a thorough understanding of what is required in order to receive Housing Element certification. In particular, our experience during the past few years indicates that obtaining HCD approval has become far more challenging than in previous cycles. While this is in part due to new laws, we have also found that HCD is interpreting laws in a manner that requires much more detailed analysis than was required in the past. Based on our extensive experience preparing certified elements in other jurisdictions throughout California, we anticipate that HCD approval will be received in not more than two official submittals. Our strategy is to schedule a conference call with HCD's reviewer mid-way through the 60-day review period to allow refinements prior to receiving HCD's review letter. The budget assumes a total of up to 20 hours for responding to HCD comments and preparing the revised draft element. However, if HCD comments require significantly more time than assumed in the budget, we will advise the City and a mutually acceptable



approach will be devised to complete the required work.

Products

- ♦ Review and analysis of HCD comments
- ♦ Meetings/conference calls to review HCD comments with City and HCD staff
- ♦ Matrix summarizing HCD comments and proposed changes to the Draft Housing Element (electronic file)
- ♦ Preparation of a Revised Draft Housing Element for consideration by decision-makers (2 hard copies + Word and PDF electronic files)

**2.5 Final Housing Element**

Following completion of the revised draft element, public hearings will be held by the City Council for final adoption. Further refinements, if necessary, will be made to respond to City Council direction. The adopted element will then be submitted to HCD for final certification.

Products

- ♦ Final Housing Element document (Word and PDF electronic files)

*Note: While our goal is to help the City produce a Housing Element that receives certification by HCD, it is possible that unresolved policy differences between City decision-makers and HCD could hinder certification efforts. We cannot guarantee, nor is payment for our services contingent upon, HCD certification.*

**Task 3  
Public  
Participation**

State Housing Element law<sup>1</sup> requires a diligent effort to involve interested persons and organizations representing all economic segments of the community in the preparation of Housing Elements. Our understanding is that a streamlined approach to public review is desired, and that an elaborate public outreach program will not be necessary. We will work with City staff to ensure that opportunities for public review are provided to all members of the community and interested stakeholders in compliance with HCD requirements. Public participation and collaborative planning are particular strengths of our consulting practice, and we encourage City staff to contact our previous clients regarding the clarity of our public presentations.

A total of three public meetings with the City Council are assumed in the budget, at the following stages:

- One City Council study session during the preparation of the Draft Housing Element
- One City Council hearing prior to submittal of the draft Housing

<sup>1</sup> Cal. Govt. Code §65583(C)(6)



#### Element to HCD

- One City Council hearing for review and adoption of the Housing Element following HCD approval

In addition to the meetings described above, we will assist City staff in conducting a public outreach program using electronic media, such as the City website. Our team has extensive experience creating and maintaining interactive websites (Mr. Konar is webmaster for the San Diego Chapter of APA) and will work with City staff to establish a Housing Element website to keep interested parties informed of project status and solicit comments and suggestions. Other public information materials (e.g., flyers, FAQs, press releases) can also be provided if desired. Please see Appendix D for some examples of our previous public outreach work in another city.

We would expect to provide a slide presentation at each public meeting, and will also assist City staff in the preparation of a staff report for each meeting or hearing.

#### Products

- ♦ Attend and give presentations at three City Council meetings and assist with preparation of staff reports
- ♦ Create and maintain an interactive Housing Element website in consultation with City staff
- ♦ Prepare additional outreach materials such as flyers, newsletters, and press releases as necessary

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### **Task 4 Environmental Review**

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The appropriate type of environmental review for a Housing Element update is determined primarily by the policies and programs contained in the Housing Plan. While an Initial Study/Negative Declaration is the appropriate CEQA documentation for most Housing Element updates, programs committing the City to land use and zoning changes could raise potential impacts that may require preparation of an EIR. While we do not anticipate any new Housing Element programs that would trigger the need for an EIR, the decision regarding the appropriate CEQA documentation will be made by the City as Lead Agency based on the analysis of program actions and commitments.

While our scope of work includes environmental review, a budget reduction could be achieved if the City prefers to take responsibility for this task. The proposed budget assumes that we will prepare an Initial Study/Negative Declaration for the Housing Element update in compliance with the current provisions of the California Environmental Quality Act. A Preliminary IS/ND will be submitted to City staff for review, and a Public Review Draft IS/ND will be prepared incorporating staff comments. The IS/ND will conform to current state law and the City's CEQA procedures. One round of



review and revisions is budgeted.

The budget assumes that the analysis will be limited to program-level issues and not site-specific actions such as Land Use Element/LCP designations or zone changes. If site-specific project-level analysis is required, a supplemental budget would be required.

The budget assumes that City staff will print and distribute the Public Review IS/ND to the State Clearinghouse and Responsible Agencies. After the close of the comment period we will prepare draft responses to comments for City review. Final responses to comments, revisions to the IS/ND (if necessary), and a mitigation monitoring program (if necessary) will then be prepared incorporating staff comments for consideration by decision-makers.

We assume that no separate scoping meeting will be necessary for the CEQA document, and that consideration of the IS/ND will be handled as part of the Housing Element review and adoption hearings.

The budget assumes that the City will handle filing of the IS/ND and Notice of Determination with the County Clerk, and that the City will be responsible for any County and DFG filing fees.

We expect that the CEQA analysis will be done concurrently with other Housing Element tasks so that the overall schedule is not extended. Our typical approach is to prepare the Initial Study after receiving the first round of HCD comments in order to reduce the chances that revision and recirculation will be necessary.

If the City prefers to handle CEQA documentation in-house, we can provide examples of our previous CEQA documents and offer guidance to City staff. We believe this would provide an excellent opportunity to both conserve scarce budget resources and provide a learning experience for staff.

#### Products

- ♦ Administrative Draft Initial Study/Negative Declaration (Word and PDF electronic files)
- ♦ Public Review Draft Initial Study/Negative Declaration (Word and PDF electronic files)
- ♦ Responses to Comments (Word and PDF electronic files)
- ♦ Final Draft Initial Study/Negative Declaration (Word and PDF electronic files)

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**Task 5  
Project  
Management**

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Our approach to project management is to anticipate the City's needs and take personal responsibility for the final success of the project. We will maintain regular contact with City staff, and make ourselves available in whatever capacity is desired by the City. While we expect that most communications will occur via



telephone and e-mail, we will make ourselves available for working meetings at City Hall with staff at critical stages of the project. We believe our "gray hairs and battle scars" have provided us with a thorough understanding of the political sensitivities of the planning process, which helps us to anticipate problems and avoid unpleasant surprises. We take pride in the high level of service we provide, and invite the City to contact our previous clients for references.

Products

- ♦ Regular coordination with City staff via telephone or e-mail
- ♦ On-site working meetings, as necessary

**Schedule**

The following proposed schedule identifies anticipated milestones for the major components of the Housing Element update. Obtaining state HCD approval generally requires a significant portion of the overall schedule, which is affected by the specific issues raised during the review process. Recent experience has shown that most jurisdictions require at least 2 rounds of HCD review prior to obtaining draft certification. Our typical approach has been to work informally with HCD staff during the 60-day review period to address concerns prior to issuance of their review letter. At the project outset we will review the schedule with City staff and make refinements as appropriate.

We believe the keys to schedule (and budget) control are 1) a clear understanding of issues, 2) close coordination between the consultant and City staff, and 3) an experienced consulting team. Mr. Douglas has managed numerous Housing Element projects and is committed to providing the City with excellent service.

June 2011	Project initiation and kickoff meeting
June 2011	Reevaluate previous Housing Element land inventory Negotiate RHNA carryover with HCD
June–September 2011	Prepare Administrative Draft Housing Element
September 2011	City Council study session
October 2011	Staff review of Administrative Draft Housing Element
November 2011	Prepare Public Review Draft Housing Element
December 2011	Public Review Draft Element release
January 2012	City Council meeting to review Draft Housing Element - Authorization to submit to HCD
February 2012	Submit Draft Housing Element to HCD (60-day review)
April 2012	HCD comments on Draft Housing Element
April-June 2012	Prepare responses to HCD comments and Revised Draft Housing Element
June 2012	Submit Revised Draft Housing Element to HCD (60-day review)
July 2012	Prepare and circulate CEQA documentation (IS/ND)
August 2012	HCD comments on Revised Draft Housing Element ("Draft In Compliance" letter)
September 2012	City Council adoption hearing
October 2012	HCD final certification



### 3. *Qualifications and Experience*

J.H. Douglas & Associates is an urban and environmental planning consulting firm formed in 1998. John Douglas, AICP brings 35 years of diverse planning experience to the firm, which has afforded him a broad understanding of land use planning and analysis, environmental planning and CEQA documentation, housing policy and implementation, demographic and market analysis, entitlement processing, public participation and conflict resolution.

Greg Konar, AICP has worked as both public agency planner and consultant in San Diego County for three decades. He is thoroughly familiar with "smart growth" land use principles and coastal issues in the region. Mr. Konar has assisted in the preparation of numerous housing element updates during the past five years.

During the 2008 and 2009 Housing Element cycles our team assisted 25 jurisdictions throughout California with their updates. Mr. Douglas is also a certified mediator with a background in helping to find solutions to difficult land use and public policy issues. He holds a Certificate in Conflict Management and Alternative Dispute Resolution from the University of California, Irvine and is a lecturer in the Graduate Program in Urban and Regional Planning at UCI where he teaches seminars in housing and collaborative planning.

Two key principles guide our approach to all our planning projects. First, we are a small firm with only seasoned professionals. There are no junior planners-in-training here. Each of the consultants who will work on this project has over 25 years of experience that includes both public and private sectors. Because we have worked as senior staff on both sides of the counter, we understand the needs of public agencies and don't spin our wheels. We have excellent communication skills and we do quality work the first time, without the need for extensive revisions.

Second, we approach each Housing Element update as a team effort – while we have special expertise in preparing Housing Elements, the City's staff, officials and community stakeholders have a detailed understanding of local conditions, information sources, and priorities that are essential to a successful project. In the kickoff meeting we will exchange information about the City's important issues and how the Housing Element can best meet the City's objectives while also satisfying legal requirements

Obtaining state certification of the Housing Element can be a challenging task, and we are especially well-qualified to help



cities in this regard. Mr. Douglas has worked with management and senior staff at state HCD as both a local government planner and consultant for 30 years to resolve Housing Element issues and help cities and counties obtain certification. His long experience and relationships with HCD staff enable him to identify solutions to issues raised during the review process.

Since the passage of AB 2348 in 2004, the sites inventory analysis has been the single most difficult challenge to HCD certification. Housing Elements have become an exercise in land use planning, and our broad experience with land use plans, specific plans and zoning regulations has been especially valuable in preparing a sites inventory that meets the requirements of HCD.

Local control of land use matters is of paramount importance to local elected officials, and the state's role in certifying housing elements can be very difficult for decision-makers to accept. Our knowledge of housing issues, clear presentation style, and background in consensus building strategies can help overcome these obstacles and achieve successful solutions.

## Client References

*John, thank you so much for all of your efforts with regard to our Housing Element. I know how well you and Randy worked together to prepare the document and all of the issues you faced along the way. In the end, you put together a good document which will guide us with our efforts for the next 5 years. Your presentation to the City Council was exceptional. It was succinct, told a story, and hit on the major points.*

Bob Burrow, AICP  
Community Dev. Director  
City of Camarillo

Our team members have an extraordinary depth of experience preparing Housing Elements in a wide variety of communities. We encourage City staff to contact these recent Housing Element clients for references. A complete listing of our Housing Element projects during the past five years is provided in Appendix E.

City of Culver City  
Sol Blumenfeld, Community Development Director  
310-253-5700 sol.blumenfeld@culvercity.org  
Susan Yun, Senior Planner  
310-253-5755 susan.yun@culvercity.org

City of Lake Forest  
Cheryl Kuta, Planning Manager  
949-461-3479 ckuta@lakeforestca.gov

City of Yucaipa  
John McMains, Planning Director  
909-797-2489 jmc mains@yucaipa.org

City of Big Bear Lake  
Jim Miller, Director of Planning and Building  
909-866-5831 jmiller@CITYBIGBEARLAKE.com



## 4. Project Personnel

The following consultant team members will carry out this assignment. Resumes are provided on the following pages.

**John Douglas, AICP  
Principal in Charge/  
Project Manager**

Mr. Douglas will serve as Principal-in-Charge and Project Manager for the Housing Element update, will prepare or review all Housing Element documents, and will be responsible for cost, schedule and quality control. John will be the day-to-day contact with City staff and make presentations at public workshops, hearings, and meetings.

Mr. Douglas is one of the most experienced housing element consultants in California. His work in this field spans 30 years, and he teaches a graduate course on this subject at the University of California, Irvine. He was recently a speaker at a housing conference sponsored by the San Diego chapter of APA, and was co-author (with Greg Konar) of the paper "Housing Element Challenges and Opportunities in the SB 375 Era" published in the Summer 2010 issue of the San Diego APA *Planning Journal*. He assisted over 25 jurisdictions throughout California with their housing element updates during the 2008 and 2009 cycles.

**Greg Konar, AICP  
Senior Associate**

Mr. Konar has 26 years of planning experience that includes both public and private sectors. His diverse range of experience encompasses many highly complex projects including master plans, specific plans, housing elements, zoning ordinances, general plan amendments, and entitlement processing.

Greg's experience with major local government and private sector planning projects has enabled him to develop a balanced, highly effective, solution-oriented approach toward land use planning, policy development and implementation.

In his previous position as Senior Project Planner with Project Design Consultants, Greg was project manager for the SeaWorld San Diego Master Plan update, the Rancho San Juan Specific Plan – a 4,000 unit new sustainable community in Monterey County – and the Rancho Lilac Specific Plan in San Diego County among many other planning projects. His public sector projects at PDC included amendments to the City of San Clemente General Plan, land use and zoning feasibility studies for the City of National City, and an adjunct staff assignment with the County of San Diego as a Senior Land Use and Environmental Planner. Mr. Konar will assist in data collection, analysis, and preparation of the Housing Element update.



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## RESUME

### John H. Douglas, AICP Principal

**Qualifications** Mr. Douglas has over 35 years experience in the planning field, including 15 years of management-level positions in city and county planning agencies. John manages the firm's practice in general plans, housing elements, CEQA/NEPA analysis, demographic analysis, public outreach programs and conflict resolution. John's previous consulting experience includes Principal of Conexus, Director of Planning for Civic Solutions, Inc. and senior consultant with The Planning Center. From 1991–1998 John served as Principal Planner for the City of Newport Beach where his duties included advance planning, economic development, annexations, CDBG administration, managing the entitlement and CEQA review process, and coordination with the California Coastal Commission on permitting issues. From 1981-1991 he was employed at the Orange County Environmental Management Agency where he supervised staff in the areas of advance planning, demographic forecasting, housing, CEQA compliance and entitlement processing. From 1977-1981 he was a housing market analyst for a private consulting firm. His planning experience began in 1974 with the City of Fresno.

**Highlights of Experience** John's extensive background in local government has given him a broad understanding of the practical aspects of planning. He has managed numerous General Plan projects, Housing Elements, zoning code amendments, EIRs, and entitlement processes for both private and public projects. His special areas of expertise are housing and public policy consensus building strategies, and he holds a certificate in Conflict Management from the University of California, Irvine. He is a state-certified mediator with considerable experience working with groups and committees to find common ground on complex and controversial issues. He teaches a course on Housing Elements in the graduate program in Urban and Regional Planning at the University of California, Irvine and has been a frequent speaker at professional conferences and universities.

**Education**

- ♦ B.A., University of California, Los Angeles, Geography, 1974
- ♦ Graduate Studies, San Diego State University, City Planning, 1976-78
- ♦ Certificate in Alternative Dispute Resolution, UCI, 2000

**Professional Affiliations**

- ♦ Lecturer, Graduate Program in Urban & Regional Planning, University of California, Irvine
- ♦ American Institute of Certified Planners
- ♦ Charter Member, American Planning Association



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## RESUME

### Gregory C. Konar, AICP

**Qualifications** Mr. Konar has over 26 years' professional planning experience in both the public and private sectors. His diverse range of experience includes many highly complex projects including master plans, specific plans, housing elements, zoning ordinances, general plan amendments, and entitlement processing. Mr. Konar was previously Senior Project Manager with Project Design Consultants and a Senior Land Use and Environmental Planner for the County of San Diego's Department of Planning and Planning and Land Use.

### Highlights of Experience

- **Housing Element Updates**  
From 2007 to present, in partnership with J.H. Douglas & Associates, Mr. Konar provided project management, analysis, and program development support for approximately 20 housing element updates throughout the Southern California region.
- **AES Mountain View Solar Project, Palm Springs, CA**  
In 2010, in partnership with GePermit, Mr. Konar secured the conditional use permit entitlements for a 13 MW photovoltaic solar energy farm to be co-located on the site of an existing wind energy facility. Mr. Konar also contributed to the CEQA document. The permit was secured within five months of submittal.
- **Extension of Staff Services, County of San Diego, CA**  
In 2006, as a Senior Project Planner for Project Design Consultants, Mr. Konar served an approximately one year contract as extension of staff to the County's DPLU Regulatory Division. During that time, Mr. Konar successfully brought all assigned projects (primarily tentative maps and major use permits) to decision.
- **Children's Hospital Acute Care Expansion and Parking Garage, San Diego, CA**  
A multiphase expansion plan for Children's Hospital called for the construction of a 6 level parking garage on a steep slope partially in the CALTRANS right-of-way and the construction of a new hospital wing on an existing surface parking lot. Mr. Konar managed the entitlement process which involved two conditional use permit amendments, site development permit (for environmentally sensitive lands), planned development permit and a mitigated negative declaration. During the process, the parking garage plans were revised to include a 35-unit Ronald McDonald House residential facility on the seventh level. All permits and environmental approvals were obtained within Children's Hospital's budget and schedule.
- **Rancho San Juan Specific Plan, County of Monterey, CA**  
Mr. Konar was the project manager responsible the development of the Rancho San Juan Specific Plan in Monterey County. The 2,500-acre, 4,000-unit Specific Plan proposed the largest development in the history of Monterey County. Highlights of the plan included a mixed-use town center, live-work units, LEED type building requirements for all neighborhoods and a "green infrastructure" approach to the water, wastewater, reclaimed



water, and stormwater systems.

• **SeaWorld Master Plan Update, City of San Diego, CA**

In concert with PGAV of St. Louis, SeaWorld's theme park designer, Mr. Konar prepared a 20-year master plan for the San Diego theme park. Primarily a policy document to establish the development parameters for future redevelopment and expansion of the 189-acre theme park, Mr. Konar provided innovative solutions to complex regulatory challenges within a highly charged political environment.

• **Cedros Avenue Design District, Solana Beach, CA**

As part of a larger project to prepare a comprehensive zoning ordinance for the City of Solana Beach, Mr. Konar worked closely with the Special Commercial Zone Subcommittee to implement a new vision for the Cedros Avenue area. The Special Commercial Zone provided the foundation for the creation of an eclectic, highly successful, design oriented shopping district, taking advantage of its proximity to the new train station.

• **Resource Protection Ordinance, City of San Diego, CA**

Mr. Konar wrote the first comprehensive ordinance to protect the City's wetlands, floodways, floodplains, and steep slope areas. The ordinance was later expanded to include historic and cultural resources. The ordinance was accepted by the San Diego Association of Governments (SANDAG) as a model ordinance for the region and soon after was adopted by the County of San Diego.

**Education**

University of California at Los Angeles  
BA, Political Science and Sociology, 1973.

San Diego State University  
Master of City Planning, 1979

**Professional Affiliations**

- ♦ American Institute of Certified Planners
- ♦ Charter Member American Planning Association
- ♦ Board of Directors, Webmaster- San Diego APA Chapter
- ♦ Chair APA Complete Streets Task Force
- ♦ Member WalkSanDiego Governmental Relations Committee
- ♦ Member Sustainable San Diego – Housing Working Group
- ♦ Co-Chair Professional Development Workshops, San Diego County APA Chapter:
  - "Next Generation Housing Elements –Meeting the Challenge of SB 375" (2010)
  - "Making Density Work" (2008)
  - "Paving Temporary Paradise - The High Cost of Free Parking" (2006)



## 5. Proposed Budget

Our proposed budget for the Housing Element update is provided below. Additional tasks can be provided on a time-and-materials basis. Reimbursable expenses are billed at actual cost with no surcharge. No mileage or travel expenses will be charged. Travel time to/from meetings is included in the budget for each meeting. We recommend that a 5% contingency fund be included in the contract, and that the contract specify that budget funds may be transferred between tasks, as determined appropriate by the City's Project Manager.

Task	Description	PM	SP	WP	Total Hours	Total Cost
1.0	Project Initiation	8	4		12	\$1,320
2.1	Administrative Draft Element					
	-Evaluation of the Previous Element	8			8	\$960
	-Needs Assessment	16	24		40	\$4,080
	-Resources and Opportunities	12	12		24	\$2,520
	-Constraints	8	16		24	\$2,400
	-Housing Plan	12			12	\$1,440
2.2	Public Review Draft Element	8	4	8	20	\$1,720
2.3	HCD Review Draft Element	12	4		16	\$1,800
2.4	Proposed Final Element	20			20	\$2,400
2.5	Final Housing Element	8	4	4	16	\$1,520
3.0	Public Participation					
	-Public Meetings (3)	24			24	\$2,880
	-Create & maintain website		16		16	\$1,440
	-Notices/flyers	2	8		10	\$960
4.0	CEQA Documentation	8	32		40	\$3,840
5.0	Project Management	8			8	\$960
<b>Total Labor</b>		154	124	12	290	\$30,240
<b>Hourly Rate</b>		\$120	\$90	\$50		
<b>Reimbursable Expenses</b>		(See table below)				\$500
<b>GRAND TOTAL BUDGET</b>						<b>\$30,740</b>

PM = Project Manager  
 SP = Senior Planner  
 WP = Word Processing/graphics tech

Estimated Reimbursable Expenses	
Travel/mileage	No charge
Printing/graphics	\$400
Postage/deliveries	\$100
<b>Total</b>	<b>\$500</b>



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## APPENDIX A Progress Evaluation Example

Program	Responsible Agency	Funding Source	Program Objectives	Accomplishments	Future Policies and Actions
<b>PROVISION OF ADEQUATE SITES</b>					
1. Land Use Element	Development Services Department	General Fund	<ul style="list-style-type: none"> <li>Designate adequate sites to meet RHNA</li> <li>Maintain inventory of suitable residential sites</li> <li>Monitor use of two remaining Medium Density housing sites</li> <li>Host development roundtable</li> </ul>	<ul style="list-style-type: none"> <li>Adequate sites designated in 2000 Housing Element</li> <li>2 of 3 identified housing sites entitled, one for multifamily</li> <li>Inventory created in 2001. Updated annually.</li> <li>Roundtable held in 2002.</li> <li>General Plan Amendment to allow residential uses in areas formerly encumbered by 65 CNEL from MCAS-El Toro</li> </ul>	<ul style="list-style-type: none"> <li>Continue to maintain inventory</li> <li>Identify adequate sites to meet RHNA</li> <li>Explore the feasibility of redevelopment of the Saddleback Ranch Apartments Property</li> </ul>
1a. Regulatory and Financial Assistance	Development Services Department and Housing Manager	City and County Redevelopment Set-Aside; other County and State housing funds	<ul style="list-style-type: none"> <li>Offer financial and regulatory incentives to facilitate production of affordable housing by private developers</li> <li>Assist in identifying funding sources in applying for County and State funds</li> </ul>	<ul style="list-style-type: none"> <li>In 2003, the City assisted with a housing development by paying building plan check and permit fees totaling \$163,000. The development provides housing to four low-income and two moderate-income households.</li> <li>City provides information to the public based on inquiries received.</li> </ul>	<ul style="list-style-type: none"> <li>Consider financial and regulatory incentives to facilitate production of affordable housing by private developers (on a case-by-case basis).</li> <li>Provide assistance to identify appropriate State and County funding sources for affordable housing providers.</li> </ul>
2. Sites for Homeless Shelters	Development Services Department	CDBG	<ul style="list-style-type: none"> <li>Provide funding support for non-profit organizations to provide transitional housing for homeless</li> <li>Zoning Code Amendments to provide for emergency shelters and transitional housing</li> </ul>	<ul style="list-style-type: none"> <li>\$75,000 of CDBG to one nonprofit to assist with the purchase of two transitional housing units (see #7 below)</li> <li>Zoning ordinance amendments providing for transitional housing and emergency shelters in non-residential zones not processed. Existing zoning code allows for transitional housing and emergency shelters for up to six persons by-right in residential zones.</li> </ul>	<ul style="list-style-type: none"> <li>Consider funding support for non-profit organizations to provide transitional housing for homeless (on a case-by-case basis).</li> <li>Assist non-profit organizations to identify potential sites for homeless shelters.</li> <li>Consider actions to comply with SB2 .</li> </ul>



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## APPENDIX B Land Inventory Examples

### City of Culver City

Site	Site Area	Acres	Zoning	General Plan	Allowable Density	Assumed Density	Existing Use	Income Category			
								VL	Low	Mod	Market
<b>FIRST TIER – REDEVELOPMENT AGENCY OWNED SITES</b>											
4044-4068 GLOBE**	24,879	0.57	R2	Low Density Two Family	2 units/lot	21 du/acre	7 surplus CalTrans parcels	-	-	8	4
4075 LAFAYETTE** (9743-9749 Braddock)	7,700	0.18	R4	Medium Density Multiple Family	29 du/acre	33 du/acre	1 group home to be removed	2	2	2	-
<b>SECOND TIER - SMALL/REHAB</b>											
WADE * **	31,584	0.72	RLD	Low Density Multiple Family	1 unit/2,904 Sq.Ft. of Net Lot Area	56 du/acre	40 existing units (substantial rehab)	12*	12*	16*	-
MIDWAY	6,500	0.15	RMD	Medium Density Multiple Family	29 du/acre	40 du/acre	Vacant	1	1	2	2
<b>THIRD TIER – MEDIUM</b>											
VENICE	20,871	0.48	RMD	Medium Density Multiple Family	29 du/acre	31 du/acre	10 older SF to be removed	4	4	7	-
SEPULVEDA/ SENIOR HOUSING	36,000	0.83	C	General Corridor	35 du/acre	40 du/acre	Vacant	20	13	-	-
<b>FOURTH TIER</b>											
W. WASHINGTON PLACE (Grand View)	206,418	4.74	RMD	Medium Density Multiple Family	29 du/acre	27 du/acre	12 4-plexes to be removed	40	20	32	35
EXCEPTIONAL CHILDREN'S FOUNDATION (ECF) – TOD District Site	77,120	1.77	C	General Corridor	35 du/acre	28 du/acre	Existing office- new units to be added	40	10	-	-
<b>GRAND TOTAL</b>								<b>107</b>	<b>50</b>	<b>51</b>	<b>41</b>

\* Not included in site inventory totals for RHNA purposes

\*\* These sites are planned for Years 1 and 2 and are authorized for implementation by the Redevelopment Agency.



### Culver City Potential Mixed-Use Sites within the TOD\* Area

Site Address	Site Area Sq. Ft.	Site Area Acres	General Plan	Zoning	Potential Units	Assumed Density	Existing Use
8770 Washington Blvd	77,126	1.77	General Corridor	CG/EWO	115	65 du/acre	Vacant commercial warehouse w/surface parking (approx. 20% lot coverage)
8810 - 8850 Washington Blvd	89,734	2.06	General Corridor	IG	133	65 du/acre	Former car dealership - 2 vacant buildings w/surface parking (approx. 60% lot coverage)
8824-8846 National Blvd; 8803 Washington Blvd; 8829-8843 Exposition Blvd; Exposition R/W; Portion of Metro R/W; (Triangle site)	125,888	2.89	General Corridor	IG	175	65 du/acre	Vacant land (previous commercial buildings have been demolished)
<b>TOTALS</b>	<b>314,263</b>	<b>7.2</b>			<b>423</b>		

\*Transit Oriented Development



### Housing Opportunities Overlay Zone Land Inventory Orange County - Stanton Unincorporated Island

APN	Address	Zoning	General Plan	Parcel Size (Acres)	Potential Units	Owner	Current Use	Bldg. Size (sf)	Bldg. FAR	Year Built	Imp. Ratio**
Site 1											
126-503-27	8885 KATELLA AVE	C1	1B	0.44	11	-	Commercial (older bar)	5517	0.28	1961	0.27
126-503-29	8911 KATELLA AVE	C1	1B	0.76	19	A	Commercial (RV rentals)	3031	0.09	1948	0.21
<b>Subtotal</b>					<b>30</b>						
Site 2											
127-621-06	9051 KATELLA AVE	C1	1B	0.71	17	A	Vacant (used car lot)	0	0	na	0
127-621-07	9051 KATELLA AVE	C1	1B	0.48	11	A	Vacant (used car lot)	381	0.02	1972	0.06
127-621-08	9041 KATELLA AVE	C1	1B	0.48	11	-	Vacant (used car lot)	4209	0.20	1970	0.26
127-621-09	10962 S. MAGNOLIA AVE	C1	1B	0.23	5	-	Older commercial	1210	0.12	1969	0.37
127-621-10	9001 KATELLA AVE	C1	1B	0.38	9	-	Older commercial (liquor store)	2400	0.14	1976	0.54
<b>Subtotal</b>					<b>53</b>						
<b>Totals</b>					<b>83</b>						

Notes

\*Based on density of 25 du/ac

\*\*Ratio of improvement value to total assessed value



**Underutilized sites in Stanton area**



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## APPENDIX C HCD Review Matrix Example

<b>HCD Comment*</b>	<b>Housing Element Page Reference (revised draft)</b>	<b>Response</b>
A.1 Sites inventory & Suitability of Non-Vacant Sites	p. 79-107	Additional discussion has been provided in Appendix D regarding lot consolidation opportunities and how the City will facilitate development of sites comprised of multiple parcels, such as Jewel Lane (Site 1).
A.1 Suitability of Non-Vacant Sites	p. 79-107	Sites 1, 5 and 6 currently contain one or more structures. Additional discussion has been provided in Appendix D regarding the extent to which existing uses may impede development, and how the City will facilitate development of these sites.
A.1 Zoning for Lower-Income Households	p. 79-107	Additional analysis has been provided in Appendix D regarding the zoning and development standards for housing development sites, and the realistic potential for affordable housing on each site. Also, DVC Plaza (formerly Site 2) has been deleted from the inventory of potential affordable housing sites (Tables H-22 and D-1).
A.1 Adequate Sites Alternative	p. 112 (deleted)	The alternative sites option has been deleted from the element.
A.2 Land use controls	p. 43  p. 39	Additional analysis has been provided regarding how the actual densities of approved projects compare to the maximum allowable densities per the zoning regulations.  In addition, the analysis of Measure B has been expanded to further clarify how this General Plan policy does pose a significant constraint to housing development.



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## APPENDIX D

### PUBLIC OUTREACH EXAMPLES

*Excerpt from the Culver City Housing Element showing how public comments were incorporated*

Comment	Response
<p>Appendix B lists commercial sites that are available for mixed use. Tito's Tacos is listed as an underutilized commercial site; she wants it removed (11222 Washington Place).</p>	<p>Staff explained the definition of underutilized; the table listed all the commercially zoned properties (not listed in the other tables) that could have mixed-use. It does not imply that housing will be built; it is underutilized for purposes of the Housing Element only – there is no housing on these commercial sites. There are a lot of tables that list individual parcels and this is all driven by state law which requires cities to compile a list of all the parcels that have some theoretical potential for residential development. Those tables should in no way be construed to indicate that listed properties are proposed for residential development; they are simply an inventory of sites that have some theoretical potential for residential development. State law requires a land inventory survey. The City cannot remove one property and include others; the data would be inaccurate.</p>
<p>Seniors are increasing, baby boomers are getting older and everyone is ending up as a care giver for someone. There are 1.5 million care givers registered across the US. Live/work to accommodate caregivers is not mentioned. She would like to see a recognition of caregivers in the Housing Element and how caregivers take care of loved ones and how this population is impacted each time there is a new development. She also talked about wheel chair accessibility for cars and impact on seniors from development projects.</p>	<p>Multi family and mixed use projects must meet ADA standards when applicable; staff reviews that issue for every discretionary project involving new housing development. There is no prohibition in the City for caregivers living in the homes of people they car for. This is not considered live/work – and no special discretionary review or permission is required. A home occupation business tax certificate may be required – that is a ministerial process.</p>
<p>Concerned about the second paragraph of the Housing Element Introduction (she referred to it as a disclaimer) that states the document is not part of the municipal code or an enforcement document. However, she talked about an expert on general plans who according to her stated that as of 2004 general plan elements have the force of law. She stated the Introduction was not accurate and that it be clarified and corrected if not true.</p>	<p>Using the analogy of a long trip, you start off with a big map to get there and once you get there, you use a more detailed street map of the City to find specific locations. The general plan is the broad guidance for the City's vision and the municipal code and the zoning code are the specific ways of carrying out that vision. The General plan is the big picture and the zoning code and other specific plans and policies describe how we get there.</p>
<p>Stated that much of the statistics were from the 2000 Census and stated that some of the same numbers were used in the last element. She is concerned about the age of the information.</p>	<p>Regarding the 2000 census data, the census is done once every 10 years. The last time the Housing Element was revised was in 2001 prior to much of the detailed 2000 census data being made available. The Census data sources for the last Housing Element included 1980 and 1990 Census. The detailed Census data does not become available until about 1½ years after the actual census count is taken. There are other estimates that are done, but staff feels that for reliability it is best to use the decennial census.</p>



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## **FAQ publication for the 2008 Culver City Housing Element update**



### **2008 Housing Element Update**

## **Frequently Asked Questions**

#### **Q: What is a Housing Element?**

**A:** The Housing Element is part of the City's General Plan, which serves as the "constitution" or "blueprint" for the maintenance of the City's core values (that touch on broad issues such as community, security and a good economy) as well as for future development in the City. The General Plan is comprised of several "elements", which cover topics such as Land Use, Circulation, Open Space and Recreation. The Housing Element provides the overarching statement of City policies and programs to increase and improve the housing supply for current and future residents of all income levels. In addressing the City's housing needs, the Housing Element must:

- ♦ Ensure adequate sites for new housing;
- ♦ Provide assistance to support affordable housing;
- ♦ Conserve and improve the existing affordable housing stock;
- ♦ Analyze and remove governmental constraints on new housing development;
- ♦ Promote equal housing opportunities; and
- ♦ Preserve assisted housing.

#### **Q: Why is the City updating the Housing Element now?**

**A:** Periodic updates of the Housing Element are mandated by state law. Every city in Southern California is required to prepare an update to its Housing Element in 2008. Cities that do not prepare an update may lose opportunities to receive grant funds from the state, and also are at risk of legal challenge. The attached article "*State Housing Element Law*" prepared by the California Department of Housing and Community Development provides more background.



**Q: What are Culver City's major housing issues and needs?**

**A:** Housing needs are affected by the characteristics of the City's population, by new or expanding local businesses and related job creation, and by overall growth in the regional economy. Culver City's residents are generally older than average for Los Angeles County as a whole. About 14% of residents are age 65 and over, compared to 9.7% for the entire county (Table 1). Seniors often have lower fixed incomes from retirement or social security, and unless they have owned their home for a long time, they may have difficulty keeping up with costs. Even long-time owners may have a hard time paying for needed repairs, such as a new roof. Seniors who rent face particularly difficulty. Rehabilitation assistance programs and new affordable housing can help to address these needs.

**Table 1 - Age Distribution**

Age Group	Culver City		Los Angeles County	
	Persons	%	Persons	%
Under 18 years	8,096	20.9%	2,667,976	28.0%
18 to 24 years	2,570	6.6%	980,657	10.3%
25 to 44 years	12,930	33.3%	3,099,200	32.6%
45 to 64 years	9,830	25.3%	1,844,612	19.4%
65 to 74 years	2,707	7.0%	492,833	5.2%
75 to 84	2,009	5.2%	324,693	3.4%
85 and over	674	1.7%	109,147	1.1%
Total	38,816	100%	9,519,338	100%
Median Age	39.1		32.0	

Source: 2000 Census, Table QT-P1

In addition to the higher percentage of seniors, another group that is more prevalent in Culver City than the countywide average is single persons living alone. Over one-third of all households in Culver City were comprised of just one person compared to about 25% of households countywide (Table 2). Singles are more likely than families to live in apartments or condos because they generally have lower incomes, and they often prefer not to have the maintenance responsibilities of a single-family house and yard.

**Table 2 - Household Composition**

Type	Culver City		L.A. County	
	Households	%	Households	%
Total Households	16,611	100.0%	3,133,774	100.0%
Families	9,513	57.3%	2,136,977	68.2%
-w/children under 18	4,343	26.1%	1,152,502	36.8%
Non-family households	7,098	42.7%	996,707	31.8%
-Single living alone	5,727	34.5%	771,854	24.6%
-65 and over living alone	1,544	9.3%	223,473	7.1%
Average household size	2.31		2.98	

Sources: US Census 2000, SF1 Tables P18 and H12

Another type of need is *overcrowding*, which is defined as more than one person per room (excluding bathrooms and kitchens). For example, a 2-bedroom apartment with 4 rooms



(including dining room and living room) would be considered to be overcrowded if 5 or more people lived there. Over 14% of Culver City's renter households were overcrowded, according to the 2000 Census. Overcrowding usually increases when rents are higher than families can afford. The average rent for a typical 2-bedroom apartment in Culver City is currently about \$1,860 per month.

Related to overcrowding is *overpayment*, which is defined as a household paying more than 30% of gross income for housing expenses. Over half of all lower-income households in Culver City were overpaying, according to the Census (see Q 4 for a description of what is meant by "lower-income").

Another issue in Culver City is housing for persons with disabilities. About 10% of working-age people reported some sort of work disability, and 25% of seniors 65 and over reported a physical disability (2000 Census). Persons with disabilities have two challenges – they often need some modifications to housing design (such as wheelchair ramps, wider doorways or lower kitchen counters), and also they often have lower incomes due to work disabilities. Flexible building standards and new affordable units that are designed to be accessible help to address these needs.

As a mature city, the majority of Culver City's housing stock has reached the age where major repairs may be needed. About 60% of our residences were built before 1960. As buildings age, they need ongoing maintenance and repair. Some property owners with modest incomes have difficulty paying for needed repairs, and as a result their residences may develop structural or public safety problems such as faulty electrical systems. Such problems could cause fire hazards or other serious problems, and left unchecked, could eventually cause the structure to be unsafe for habitation. City programs such as low-interest rehabilitation loans or grants can address these situations and help to preserve the quality and stability of our neighborhoods.

In addition to the challenges of maintaining the existing housing stock, Culver City faces growth pressures. The Westside lies near the heart of a region with a strong economy and rapidly growing population. Los Angeles County is projected to need about 284,000 new housing units between 2006 and 2014 to accommodate population growth. Every city – even those with little remaining vacant land – is required by state law to accommodate a portion of this needed growth. State law does not require cities to build housing units, since that is the role of private and non-profit developers. However, cities must adopt policies, zoning regulations and development standards that allow and encourage construction of new dwellings, including high-density housing.

Under state law, cities must also consider other types of "special needs", including large families and those in need of temporary shelter. The Housing Element contains a more thorough discussion of these special needs, along with programs and strategies to address them.

**Q: What is "affordable" housing?**

**A:** By definition, housing is considered "affordable" when the owner or renter pays no more than 30% of gross income for monthly housing costs. The Housing Element addresses five income categories, which are based on a percentage of median income for Los Angeles County, as shown in Table 3.

**Table 3 - Income Categories and Affordable Housing Costs - LA County**

2007 County Median Income = <b>\$56,500</b>	Max. Income	Affordable Rent	Affordable Price (est.)
Extremely Low (<30%)	\$22,200	\$555	\$70,000
Very Low (31-50%)	\$37,000	\$925	\$116,000
Low (51-80%)	\$59,200	\$1,480	\$185,000
Moderate (81-120%)	\$67,800	\$1,695	\$213,000
Above moderate (120%+)	Over \$67,800	Over \$1,695	Over \$213,000

## Assumptions:

-Based on a family of 4

-30% of gross income for rent or PITI; -10% down payment, 6.25% interest, 1.25% taxes &amp; insurance, \$200 HOA dues

Source: California Dept of Housing and Community Development (HCD); Conexus

**Q: What are the City's housing goals?**

**A:** Each city and county in California is assigned by the state a share of the need for new housing, which provides the basis for the City's goals for new housing development. These goals are broken down by income group. For Culver City, the new housing goals are as follows:

209 units affordable to *lower-income* households85 units affordable to *moderate-income* households210 units affordable to *above-moderate-income* households

504 units total

This goal of 504 new units represents about 2 tenths of one percent of the total new housing need for Los Angeles County. Two tenths of one percent is about half of the City's proportion of the total County population, as shown in Table 4.

**Table 4 - New Housing Need vs. Population  
Culver City and Los Angeles County**

	Culver City	% of County	Los Angeles County
New housing need 2006-2014	504	0.2%	283,927
Total Population	40,792	0.4%	10,366,700

The City also establishes a goal for rehabilitation of existing housing units that are in need of repair. A complete description of goals and objectives is included in the Housing Element.

**Q: What can the City do to ensure that these goals are achieved?**

**A:** With regard to new housing, cities only have control over some parts of the development process – primarily the adoption of land use plans and zoning regulations. These land use plans and regulations control *what* can be built, but developers actually build houses. As a result, cities focus their efforts on preparing plans, regulations and programs that will encourage and facilitate housing development, with particular attention to lower-cost housing since it is the market segment that is most difficult to achieve. The most effective ways cities can encourage affordable housing are through zoning for higher-density developments (such as apartments, condominiums or mixed-use projects) and by providing incentives to encourage lower-cost



housing. Incentives can be financial subsidies or modifications to development standards, such as a density bonus when a project sponsor agrees to make new homes available at affordable prices or rents.

State law requires cities to demonstrate that they have "adequate sites" for new housing commensurate with their share of the region's need. The process by which each city's fair share of new housing is determined is referred to as the Regional Housing Needs Assessment, or "RHNA". "Adequate sites" means sufficient vacant land, or parcels with the potential for redevelopment, with appropriate zoning to accommodate the City's share of regional need. Table 5 shows Culver City's potential development based on vacant land and parcels with redevelopment potential ("underutilized sites"). The table shows that the City currently has sufficient sites with appropriate zoning to accommodate its fair share of new housing need. The Housing Element will discuss in more detail how these sites can accommodate new housing in the various income categories. It is important to note that this Preliminary Land Inventory analysis does not mean that 1,054 new dwelling units will be built, but rather there is enough land to accommodate the City's fair share of 504 new housing units based on current zoning regulations.

**Table 5 – Preliminary Land Inventory Summary**

<b>Category</b>	<b>Units</b>
Units approved/not yet built	45
Vacant sites	65
Underutilized RMD sites	833
Underutilized commercial sites	111
<b>Totals</b>	<b>1,054</b>

Source: City of Culver City Community Development Dept., 1/2008  
Residential Medium Density (up to 29 units/acre)  
Commercial Density (Varies from 35 to 65 units/acre)

For rehabilitation, the City can use various sources of funds to assist property owners, especially those with lower-incomes, to repair their homes and apartments. The primary funding sources are the City's redevelopment agency and federal, state and county grants or low-interest loans. Under state law, 20% of redevelopment agency revenues must be used to improve or increase the supply of low- and moderate-income housing.

**Q: What would happen if Culver City chooses not allow any new housing, or only low-density houses? Wouldn't higher-density apartments cause more traffic and other problems?**

**A:** Every city is required by law to accommodate a share of new growth, including housing at affordable prices or rents. Most cities encourage higher-density housing in selected locations where it will be compatible with surrounding uses and can serve as a stimulus to broader investment. This is particularly important in older areas where revitalization and improvements to public facilities are needed. Higher density is most appropriate near major transportation routes, shopping facilities, and employment centers in order to make most efficient use of these facilities and minimize impacts on existing residential neighborhoods.

There are also a few common misconceptions about affordable housing developments, such as the amount of traffic they generate and what they look like. For example:



- ♦ Residents of higher-density housing own fewer cars and make fewer trips than residents of single-family homes
- ♦ Higher-density housing makes more efficient use of existing public facilities
- ♦ Well-designed multi-family housing adds value to most communities
- ♦ New residents support nearby businesses and generate more local tax revenue

Sensitive location and quality architectural design of high-density developments enhances their compatibility with existing neighborhoods. Because of the escalation in real estate values in past decades, younger persons often can't afford to buy a single-family detached house. These people include essential members of the community such as teachers, police officers, nurses, and other professionals. The attached pamphlet "*Myths and Facts About Affordable and High-Density Housing*" provides more information on these issues and shows examples of successful, quality high-density developments.



## APPENDIX E RECENT HOUSING ELEMENT PROJECTS

<b>Jurisdiction</b>	<b>Beginning Date</b>	<b>Completion Date</b>	<b>Client Contact</b>
Aliso Viejo	2007	In progress	Al Armijo, Planning Director 949-425-2527
Avenal	2008	2009	Steve Sopp, Planning Director 559-386-5782
Big Bear Lake	2007	2010	Jim Miller, Building & Planning Director 909-866-5831
Camarillo	2007	2009	Randy Richardson, Sr. Planner 805-388-5360
Corcoran	2008	2009	Susan Atkins, Planning Dir. (retired) Tami McVay, Planning Technician 559-992-2151x230
Culver City	2007	2010	Susan Yun, Sr. Planner 310-253-5755
Diamond Bar	2007	2011	Greg Gubman, Planning Director 909-839-7065
El Dorado County	2007	2009	Shawna Purvines, Sr. Planner 530-621-5362
Hanford	2008	2009	Cathy Cain, Planning Director 559-585-2580
Hermosa Beach	2007	In progress	Pam Townsend, Sr. Planner 310-318-0240
Hidden Hills	2008	In progress	Dirk Lovett, City Engineer 818-888-9281
Kings County	2008	2009	Jeremy Kinney, Principal Planner 559-582-3211x2673
La Palma	2007	2009	Douglas Dumhart, Planning Director 714-690-3340
Laguna Niguel	2007	In progress	Larry Longenecker, Sr. Planner 949-362-4321
Lake Forest	2007	2009	Cheryl Kuta, Planning Manager 949-461-3479
Lemoore	2008	2009	Holly Smyth, Planning Director 559-924-6742
Malibu	2008	In progress	Richard Mollica, Associate Planner 310-456-2489x346
Mission Viejo	2007	2009	Elaine Lister, Planning Manager 949-470-3029
Moorpark	2007	In progress	Dave Bobardt, Planning Director 805-517-6281
Orange County	2007	2011	Ruby Maldonado, Planning Manager 714-667-8855
Pleasant Hill	2010	2011	David Boatwright, Housing Manager 925-671-5266
Rancho Santa Margarita	2007	2009	Nate Farnsworth, Planner 949-635-1800x6704
Rolling Hills Estates	2007	2009	Niki Cutler, Principal Planner 310-377-1577x115
San Clemente	2007	2010	Leslie Davis (retired) Jim Holloway, Com. Dev. Director 949-361-6100



<b>Jurisdiction</b>	<b>Beginning Date</b>	<b>Completion Date</b>	<b>Client Contact</b>
San Gabriel	2007	2009	Mark Gallatin, City Planner 626-308-2806x4623
San Jacinto	2007	In progress	Asher Hartel, Planning Director 951-487-7327
Santa Paula	2007	In progress	Janna Minsk, Planning Director 805-933-4244 x244
Seal Beach	2007	In progress	Mark Persico, Planning Director 562-431-2527x1313
Thousand Oaks	2007	2009	Jeff Specter, Sr. Planner 805-449-2325
Ventura	2007	In progress	Lisa Wilkinson, Associate Planner 805-658-4755
Yucaipa	2007	2008	John McMains, Planning Director 909-797-2489x231



## APPENDIX F

### SUMMARY OF RECENT MAJOR HOUSING ELEMENT LEGISLATION

#### **AB 2158 (2004)**

Makes changes in the methodology for allocating the RHNA and in the rules for transferring RHNA between cities and counties. This bill includes the **"2158 Factors" that may be used to support requests for reduction in a jurisdiction's RHNA.** A COG may request the use of population and household forecast assumptions used in the regional transportation plan.

[http://www.leginfo.ca.gov/pub/03-04/bill/asm/ab\\_2151-2200/ab\\_2158\\_bill\\_20040922\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/03-04/bill/asm/ab_2151-2200/ab_2158_bill_20040922_chaptered.pdf)

#### **AB 2348 (2004)**

Requires a parcel-specific land inventory. Establishes a specific **"default density" that is assumed to be adequate to facilitate lower-income housing.** Also requires that when the land inventory does not demonstrate an adequate supply of land for housing at all income levels, sufficient land must be rezoned to accommodate 100% of the shortfall and **multi-family housing must be permitted "by right."**

[http://www.leginfo.ca.gov/pub/03-04/bill/asm/ab\\_2301-2350/ab\\_2348\\_bill\\_20040923\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/03-04/bill/asm/ab_2301-2350/ab_2348_bill_20040923_chaptered.pdf)

#### **AB 1233 (2005)**

Requires that **any portion of a jurisdiction's share of regional housing need that is not accommodated in the land inventory during one planning period must be carried forward** to the next round of fair-share housing allocations.

[http://www.leginfo.ca.gov/pub/bill/asm/ab\\_1201-1250/ab\\_1233\\_bill\\_20051006\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/bill/asm/ab_1201-1250/ab_1233_bill_20051006_chaptered.pdf)

#### **SB 575 (2005)**

Strengthens anti-NIMBY law relating to affordable housing projects and **prevents cities and counties from rejecting or conditionally approving a project unless the jurisdiction has met its fair-share housing needs for the planning period.**

[http://www.leginfo.ca.gov/pub/bill/sen/sb\\_0551-0600/sb\\_575\\_bill\\_20051006\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/bill/sen/sb_0551-0600/sb_575_bill_20051006_chaptered.pdf)

#### **AB 2634 (2006)**

Requires the analysis of population and projected housing needs for all income levels to include **extremely low income** households (30% or less of countywide median)

[http://www.leginfo.ca.gov/pub/bill/asm/ab\\_2601-2650/ab\\_2634\\_bill\\_20060930\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/bill/asm/ab_2601-2650/ab_2634_bill_20060930_chaptered.pdf)

#### **SB 2 (2007)**

Strengthens planning requirements for **emergency shelters and transitional housing.** With certain exceptions, requires all jurisdictions to designate at least one zoning district where shelters are **permitted by-right.**

[http://www.leginfo.ca.gov/pub/07-08/bill/sen/sb\\_0001-0050/sb\\_2\\_bill\\_20071013\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/07-08/bill/sen/sb_0001-0050/sb_2_bill_20071013_chaptered.pdf)

#### **SB 375 (2008)**

Makes fundamental changes to the schedule and process for updating housing elements in connection with regional transportation plans and sustainable communities strategies. While the full ramifications are yet to be determined, it is likely that a greater emphasis will be placed on infill development and underutilized sites to accommodate jurisdictions' RHNA requirements.

[http://www.leginfo.ca.gov/pub/07-08/bill/sen/sb\\_0351-0400/sb\\_375\\_bill\\_20080930\\_chaptered.pdf](http://www.leginfo.ca.gov/pub/07-08/bill/sen/sb_0351-0400/sb_375_bill_20080930_chaptered.pdf)



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ATTACHMENT 6



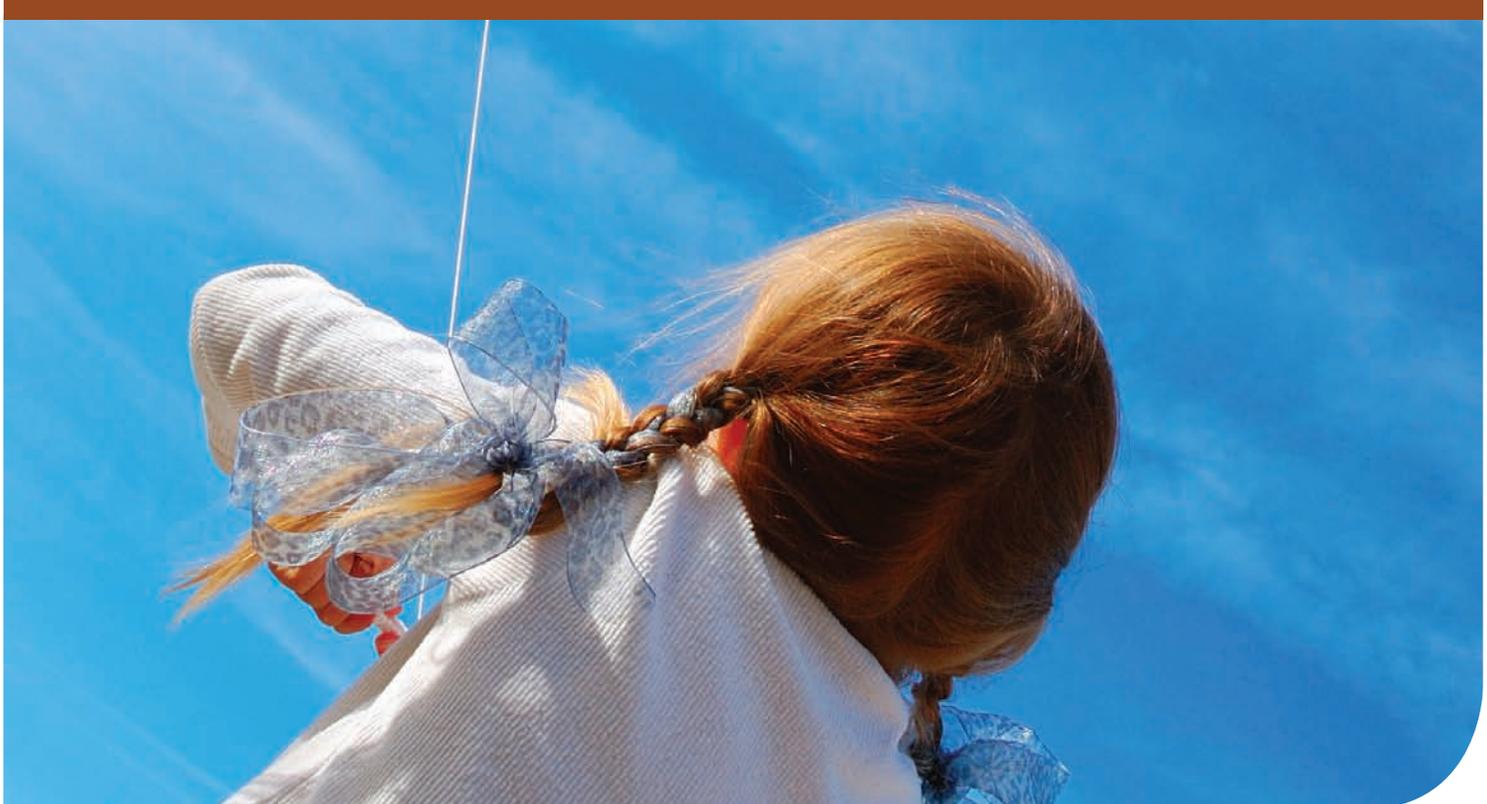
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Statement of Qualifications  
**HOUSING ELEMENT UPDATE**

April 2011

Submitted to:

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

Submitted by:



6020 Cornerstone Court West, Suite 350  
San Diego, CA 92121  
Phone: (858) 453-3602  
Fax: (858) 453-3628





April 29, 2011

Greg Wade, Director  
Community Development Department  
**CITY OF IMPERIAL BEACH**  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932

**RE: SCOPE AND COST ESTIMATE FOR HOUSING ELEMENT UPDATE**

Dear Mr. Wade:

PMC is pleased to have the opportunity to provide you with this proposal to assist the City of Imperial Beach in preparing its Housing Element update. PMC has the staff and resources available to help City staff prepare a Housing Element that can be certified by the California Department of Housing and Community Development (HCD).

**PMC OVERVIEW**

PMC is dedicated to serving the needs of cities, counties, and other governmental agencies by providing a complementary range of municipal support and management services. PMC is a privately held corporation headquartered in Sacramento with offices in San Diego, Los Angeles, San Luis Obispo, Monterey, Oakland, Davis, Rancho Cordova, Chico, and Mt. Shasta. Our staff has a wide range of experience with current and long-range planning, housing and community development, environmental review, municipal finance, and many other service areas. In the past three years, PMC's Housing team has prepared several dozen Housing Elements that have been certified by HCD or are under review by HCD. A full list of our qualifications is attached.

**PROJECT UNDERSTANDING**

We understand that the City is looking for a consultant to work closely with City staff to make the required updates to the Housing Element in a cost-effective manner. PMC will be able to complete the update in a timely manner for City Council approval and subsequent HCD certification.

PMC will update demographic, housing, and employment information with available data, review the Housing Element for compliance with new state laws, review and suggest necessary modifications of existing policies and programs, and address the City's Regional Housing Needs Allocation (RHNA). Our goal is to assist the City in creating a Housing Element that will be certified by HCD, as well as meet the needs of City staff and local residents.

## **SCOPE OF WORK**

PMC expects Imperial Beach's Housing Element update process to be a coordinated effort between our team and City planning staff. A Housing Element update for the City of Imperial Beach will include the following tasks:

### **TASK 1: REVIEW OF PREVIOUS HOUSING ELEMENT**

PMC will review progress toward meeting the goals and objectives of the previous Housing Element's programs. This task will require City staff and PMC staff involvement to evaluate the implementation of the programs in the previous Housing Element. PMC will set up a matrix and assist the City to write this section based on our knowledge of HCD's expectations for program evaluation.

### **TASK 2: HOUSING NEEDS ASSESSMENT**

The Housing Needs Assessment update will include the following:

- Analysis of population trends, housing characteristics, and other demographic data;
- Analysis of governmental and non-governmental constraints to housing development; and
- Analysis of housing and land resources, particularly a site-specific inventory (including APN, zoning, and General Plan designation) of vacant and underutilized sites available to meet the City's RHNA.

### **TASK 3: HOUSING GOALS, POLICIES, AND PROGRAMS**

The Housing Element will include an update of the City goals, policies, programs, and quantified objectives based on the review of previous programs, housing needs, and recent housing legislation.

### **TASK 4: ENVIRONMENTAL REVIEW**

PMC assumes that the Housing Element update will not require changes in land use or other General Plan policies that would result in significant impacts that could not be mitigated to a less than significant level. Therefore, for the purposes of this proposal, PMC will assist the City with preparation of an Initial Study/Negative Declaration. All final environmental documentation will be consistent with CEQA.

### **TASK 5: PUBLIC PARTICIPATION**

Per HCD requirements, the City must make a diligent effort to gather input from all segments of the community. PMC recommends an outreach approach that combines public meetings with other efforts such as direct mailings and website updates to achieve this goal.

PMC estimates the following meetings will take place during the drafting of the Housing Element:

- One (1) public workshop/Planning Commission/City Council study session to provide education about the Housing Element update process and to gain input and feedback from a variety of housing stakeholders and the general public.
- Two (2) public hearings held throughout the Housing Element process: one (1) Planning Commission meeting and one (1) City Council hearing for adoption of the Housing Element.

Prior to each of the public workshops and hearings listed above, PMC will work with City staff to distribute invitation letters to local service providers, housing advocates, and other stakeholders in an effort to attract meeting attendees.

PMC will work with the City to maintain a Housing Element update section on the City's website and will provide Web-ready versions of all documents for posting on the City's website. These documents will include current information regarding the schedule of the Housing Element, public meetings, drafts, and other pertinent data.

Throughout the public participation process, PMC will work closely with City staff to define the scope and character of the public outreach efforts and will assist the City in preparing for all public meetings.

### **TASK 6: HCD CORRESPONDENCE**

PMC has established strong working relationships with HCD reviewers, and because PMC is located in close proximity to the HCD office, staff is able and willing to meet with HCD staff as needed. PMC staff is very familiar with HCD's processes, HCD staff, and what steps need to be taken to assure Housing Element certification.

PMC will serve as the City's liaison to HCD. This service will include:

- Submittal of the Draft Housing Element to HCD;
- Meetings and/or conference calls with HCD staff and City staff to discuss comments;
- Submission of Final Draft to HCD for review and approval.

Upon submitting the Draft Housing Element to HCD for a 60-day review, PMC will respond to one set of written questions and comments received from HCD in their findings letter, with one follow-up response to clarify any additional comments if necessary. All changes that are required to the Draft Housing Element as a result of HCD comments will be incorporated into the document in a strikethrough format and presented to City staff for their approval.

### **BUDGET**

PMC expects the Housing Element update to cost \$45,510, which includes preparation of the Housing Element and an Initial Study/Negative Declaration. This budget assumes attendance at three meetings, coordination with HCD, all document formatting, and one copy of each draft of the Housing Element and one reproducible CD. Budget includes all costs for travel and direct costs. Below is a listing our billing rates. PMC staff is available to attend additional meetings for \$2,500 a meeting.

<b>Role</b>	<b>Per Hour Rate</b>
Project Director	\$160
Housing Element Project Manager/CEQA Project Manager	\$125
Senior Housing Planner/CEQA Planner/GIS Specialist	\$120
Associate Housing Planner	\$90
Assistant Housing/Environmental Planner	\$80
Administrative Support/Graphics	\$75

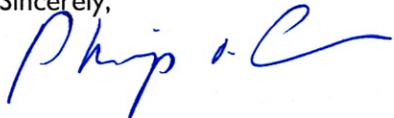
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## PROPOSED SCHEDULE

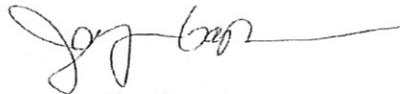
PMC can begin work in June 2011 updating the Housing Needs Assessment and setting up the program review matrix. PMC will begin to plan for the public workshop in late October and will work to have a public review draft by the first of the year. PMC will hand-deliver the draft to HCD for the initial 60-day HCD review in spring 2012. Comments are expected back within 60 days, and PMC will work diligently to address HCD comments to deliver a final draft Housing Element by summer 2012. Following adoption, PMC will submit the adopted element to HCD for the final 90-day certification review.

We appreciate your consideration of PMC for this important assignment. We offer our cost proposal based on our current experience working with HCD staff in the review of several Housing Elements that we have prepared for similar-sized cities. We look forward to discussing with you how we can help to complete the Imperial Beach Housing Element update. Should you have any questions on the proposal or require further details, please contact Jennifer Gastelum at (916) 730-2841.

Sincerely,



Philip O. Carter  
President



Jennifer Gastelum  
Project Manager

POC:as:jm:mm

M:\Housing\SD Marketing\_SOQ\Follow Ups\Imperial Beach

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## *Appendices*

Appendix A: Letters of Recommendation

Appendix B: Housing Team Résumés

## FIRM OVERVIEW

PMC was established in 1995 with a mission to provide planning, environmental, and municipal services to public agencies that seek innovative and effective ways to maximize limited resources. Since its founding, PMC has provided services to more than 200 cities, counties, special districts, and other governmental agencies throughout the nation, with a strong presence on the west coast. PMC provides services, staff resources, and technical assistance as a viable option to meet the ever-changing demands placed on local, regional, and state agencies.



## TEAM OVERVIEW

### *Housing & Community Development*

PMC's Housing and Community Development team has considerable experience working with the state Department of Housing and Community Development (HCD). PMC has completed certification for 39 Housing Elements since 2008, of which 28 were certified after a single round of review. PMC has worked with several of HCD's reviewers and has been successful leveraging our positive relationship with HCD to assure timely certification. **See Housing Element Experience, Page 5.**

PMC's Housing and Community Development team is comprised of skilled and talented individuals capable of fully developing and administering your federal and state grants, affordable housing, and redevelopment needs.

## PMC TEAM

*With a talented pool of more than 100 professionals, PMC provides innovative, customized plans and tools to effectively manage the complex challenges faced in urban and regional planning, environmental planning, municipal finance, and housing and community development.*



*A comprehensive list of our services and office locations can be found on our website at [www.pmcworld.com](http://www.pmcworld.com).*

## PMC SERVICES

*The Housing and Community Development team specializes in the following areas:*

- ✓ *Housing Elements and Implementation*
- ✓ *Affordable Housing Policy and Project Financing*
- ✓ *Redevelopment Projects*
- ✓ *Federal and State Grant Program Administration*

## TEAM QUALIFICATIONS

The following team members have worked with local governments throughout California to create and implement unique and effective housing strategies fully compliant with HCD Housing Element law. Detailed descriptions of our team members' relevant experience are listed below.

### JIM CARNEY

#### *Director, Housing & Community Development*

Jim Carney has over 30 years of experience in federal grant administration, affordable housing programs, redevelopment, project development, and innovative planning practices. Over the last six years, Mr. Carney has built the housing and community development practice with PMC. While Director of Housing for Nevada County, California, he secured \$72 million in funding for affordable housing and energy assistance while administering the County's affordable housing loan and grants programs. Mr. Carney also created, secured funding for, and managed Nevada County's Housing Authority. He has administered CDBG, HOME, tax increment redevelopment revenue, and other funds for housing programs and projects for many public agencies including San Jose's Housing Department and Redevelopment Agency, Santa Clara County, Sacramento Housing and Redevelopment Agency, Nevada County. He has assisted communities in California, Washington, Arizona, Ohio, and New York.

With PMC, Mr. Carney has designed and implemented, as well as administered and/or overseen, a wide range of affordable housing policies, programs and projects. He has provided oversight for the preparation of 42 Housing Elements over the past three years, some of which include the cities of Elk Grove, Rancho Cordova, Suisun City, Los Altos, Hughson, Dixon, Fairfield, and Vallejo and the counties of Inyo, Solano, Imperial, and Kern as well as the City of Reno, Washoe County, Nevada, where PMC collaborated with the private-sector-funded Regional Affordable Housing Task Force to address workforce and affordable housing needs.

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*Résumés for the Housing and Community Development team are located in **Appendix B.***

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**Masters in Urban & Regional Planning** San Jose State University  
**B.A., Urban Studies & Economics** Temple University

**Certificate in Leadership, Professional Development and Trainer of Trainers** U.C. Santa Barbara Extension through the League of Cities affiliated Continuing Education for Public Officials (CEPO)

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*"PMC assignments have always been completed in a timely fashion, and with a high level of professionalism. I would like to express appreciation for the services you have provided and would strongly recommend PMC to other entities seeking services."*

*Danielle Foster, City of Davis Housing and Human Services Superintendent*

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## JENNIFER GASTELUM

### *Project Manager*

Jennifer Gastelum brings over eleven years of experience including projects throughout California, Nevada, and Washington. Ms. Gastelum is experienced in managing the preparation of Housing Elements, Consolidated Plans, and other housing policy documents. Her most recent housing policy experience includes Housing Element updates for over two dozen California cities.

She has completed redevelopment feasibility studies for Imperial County and the City of Plymouth as well as assisted with the completion of Crescent City's update to their Redevelopment Implementation Plan.

She prepared a Regional Housing Strategy and Fair Share Housing Allocation Plan for Pierce County, Washington. Ms. Gastelum previously represented the City of Rancho Cordova at the Planners' Roundtable process to determine the Fair Share methodology and allocations for the multi-county Sacramento Area Council of Governments (SACOG). In addition, she developed Affordable Housing Best Practices Strategies for El Dorado County and Placer County, which included inclusionary housing recommendations and identifying zoning and infill incentives.

Ms. Gastelum completed the CDBG Consolidated Plan for the City of Rancho Cordova in conjunction with the preparation of the Redevelopment Blight Assessment and Housing Element. She also assisted with the completion of the New Rochelle Consolidated Plan and recently managed the completion of the City of Monterey Consolidated Plan, Action Plan, and Analysis of Impediments updates, the City of Lancaster Consolidated Plan update, and the State of Nevada Consolidated Plan.

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### ***B.S., City & Regional Planning***

*California Polytechnic State University, San Luis Obispo*

***Associate's Degree*** *American River College, Sacramento*

***Member*** *of American Planning Association (APA) and California Chapter of the American Planning Association (CCAPA)*

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*"The PMC proposal was clearly written, competitively priced, offered a needed expedited schedule, and assigned a very strong team, led by Project Manager Jennifer Gastelum. Ms. Gastelum and her team were technically very competent and handled the broad range of interests very skillfully. I personally received compliments from Planning Commissioners, City Council members, and the City Manager about her work."*

*David Woltering, AICP  
City of Clayton Community  
Development Director*

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## HOUSING ELEMENT EXPERIENCE

*In addition to the Housing Elements listed on **page 5**, Ms. Gastelum has completed the following Housing Element updates: Modoc County, City of West Covina, City of South Lake Tahoe, City of Saratoga, City of Los Altos, City of El Cerrito, City of San Pablo, City of Dublin, City of West Sacramento, City of Winters, and City of American Canyon.*

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## CYNTHIA DEANE-ALVISO

### *Associate Housing Planner*

Cynthia Deane-Alviso has extensive knowledge and experience in Housing Element updates, redevelopment blight assessments and implementation plans, Consolidated Plans, Action Plans, Analysis of Impediments to Fair Housing Choice, Neighborhood Stabilization Program (NSP) Acquisition and Rehabilitation Programs, compliance monitoring services, oversight of affordable housing properties, and housing condition and income surveys. Ms. Deane-Alviso is experienced in data gathering and policy development, and over the past three years she has task-managed the preparation and HCD process for almost 20 Housing Elements for cities and counties throughout California. Ms. Deane-Alviso also has extensive experience conducting public consultation in connection with housing income surveys and housing condition surveys. In addition, Ms. Deane-Alviso recently assisted the City of Corona with its NSP Acquisition and Resale Program and has assisted several jurisdictions throughout the west coast with the preparation of their Consolidated Plans.

## TYLER BRIDGES

### *Assistant Housing Planner*

Tyler Bridges has experience developing and implementing a range of housing programs and projects. He assisted in the preparation of eight Housing Elements in the previous cycle, during which he performed housing needs assessments, vacant and underutilized land inventories, and constraints analysis (financial, governmental, and non-governmental). He has also assisted PMC's clients with the administration of federal and state grants including CDBG, HOME and NSP. Currently, Mr. Bridges is assisting the cities of Elk Grove and Rancho Cordova and Monterey County with administering their housing and community development programs. Such programs include first-time homebuyer down payment assistance, emergency repair assistance, owner-occupied rehabilitation, and affordable housing production, placement, and retention. Mr. Bridges also has experience drafting and implementing Consolidated Plans, Action Plans, and CAPERs and has participated in federal and subrecipient program compliance monitoring/audits.

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**B.A., Urban Studies** San Francisco State University

**Relevant Experience** Cynthia assisted in the preparation of 20 certified Housing Elements during the previous two update cycles.

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*"Without the knowledge, contacts, and professional approach, evidenced by both Jennifer and Cynthia, our efforts would not have been as effective."*

*Reed Flory, AICP  
City of Rancho Cordova Housing Services Administrator*

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**B.S., City & Regional Planning**

California Polytechnic State University, San Luis Obispo

**California American Planning Association Award of Excellence**

Manager and Co-Editor, Westside and North Avenue Background Report, Community Plan, and Form-Based Development Code

**Relevant Experience** Tyler assisted in the preparation of eight Housing Elements during the previous two update cycles.

---

## HOUSING ELEMENTS

PMC understands that each community has unique housing conditions and challenges. PMC also fully understands the regulatory requirements that accompany the state Housing Element certification process. PMC works with local governments to gain an understanding of each community's unique housing needs and strategies.



*PMC completed certification of 39 Housing Elements since 2008, of which 28 were certified after the first round of review.*

Through public and stakeholder engagement, PMC helps local governments create an effective housing strategy that satisfies their community's housing needs *and* HCD requirements.

### *Housing Element Services*

PMC offers a diverse array of services to help any jurisdiction with their Housing Element preparation and certification, including:

- ✓ Full or partial Housing Element preparation
- ✓ Public and stakeholder meetings, including City Council public hearing presentations
- ✓ HCD certification at a fixed rate, regardless of the number of reviews until certified
- ✓ Vacant land inventories, housing constraints analysis, housing policy review, and/or any other mandatory requirement of housing element law
- ✓ Housing condition surveys
- ✓ HCD certification, even if PMC did not prepare the uncertified Housing Element
- ✓ Annual reporting and policy implementation

### *Certified*

## HOUSING ELEMENTS

### **City (Year Certified) (Population)**

City of Anderson (2009) (10,826)  
 City of Arcata (2003 & 2009) (17,712)  
 City of Biggs (2010) (1,787)  
 City of Chico (2009) (88,228)  
 City of Clayton (2010) (10,962)  
 City of Cloverdale (2009) (8,636)  
 City of Crescent City (2010) (7,609)  
 City of Davis (2010) (66,570)  
 City of Dixon (2009) (17,605)  
 City of Dunsmuir (2010) (1,814)  
 City of Elk Grove (2003) (143,885)  
 City of Elk Grove (2009) (143,885)  
 City of Etna (2010) (747)  
 City of Fairfield (2009) (105,955)  
 City of Fortuna (2010) (11,364)  
 City of Greenfield (2008) (17,898)  
 City of Hughson (2009) (6,240)  
 City of Imperial (2008) (13,374)  
 Imperial County (2008) (39,182)  
 Inyo County (2009) (14,587)  
 City of Lone (2004 & 2009) (7,707)  
 City of Los Altos (2011) (28,458)  
 Kern County (2008) (305,536)  
 City of Madera (2009) (58,243)  
 City of Montague (2010) (1,488)  
 City of Monterey (2009) (29,455)  
 City of Morro Bay (2009) (10,608)  
 City of Mount Shasta (2010) (3,595)  
 City of Orland (2010) (7,501)  
 City of Plymouth (2011) (1,027)  
 City of Rancho Cordova (2006) (62,899)  
 City of Rancho Cordova (2010) (62,899)  
 City of Red Bluff (2009) (13,825)  
 City of Sand City (2010) (329)  
 Siskiyou County (2010) (25,462)  
 Solano County (2010) (20,165)  
 City of Soledad (2009) (27,929)  
 City of Suisun City (2009) (28,962)  
 City of Willows (2010) (6,505)  
 Town of Yountville (2009) (3,257)  
 City of Yreka (2010) (7,415)

## AFFORDABLE HOUSING PROGRAMS

### *Program Design & Implementation*

PMC has extensive experience developing and implementing various affordable housing programs and projects. Projects include homeownership programs and multi-family financed affordable housing development. From developing the program, to working with parties to finance the project, to ongoing monitoring of units after occupancy, PMC has all you need to administer an effective affordable housing strategy.

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*PMC helps jurisdictions identify, secure, finance, develop, and preserve affordable housing units beyond the scope of the RHNA.*

---

### *Project Experience*

PMC offers a full range of services to develop and/or enhance a local government's affordable housing strategy and production:

- ✓ Prepare rental and ownership housing market studies
- ✓ Secure and administer affordable housing projects, including those funded by CDBG and HOME grants, Low-Income Housing Tax Credits, and California Bond funds
- ✓ Initiate, analyze, negotiate, and fund innovative affordable housing projects, such as award-winning mixed-income and mixed-use co-housing projects
- ✓ Analyze, underwrite, manage, and monitor multimillion-dollar affordable housing projects

## REDEVELOPMENT

PMC is experienced with redevelopment law and practices:

- ✓ Develop and implement redevelopment Low- and Moderate-Income Housing Set-Aside funded housing projects and programs
- ✓ Identify, write, issue, and manage multimillion-dollar redevelopment-funded projects

JENNIFER ESTRELLA  
*Senior Finance Analyst*

---

### **Master of Urban Planning**

*Economic Development  
Concentration, University of Illinois,  
Urbana-Champaign*

### **Bachelor of Business**

**Administration** *Finance Major,  
Loyola University, Chicago*

### **Project Experience**

*Jennifer brings strong housing  
finance, underwriting, and portfolio  
management capabilities to clients  
throughout the west coast.*

*Jennifer's complete résumé can be  
found in **Appendix B.***

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## REDEVELOPMENT

### *Project Experience*

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*The Housing & Community  
Development team specializes in:*

- ✓ *Redevelopment Feasibility  
Studies*
  - ✓ *Blight Assessments*
  - ✓ *Implementation Plans*
  - ✓ *Redevelopment Agency  
Assistance*
-

## GRANT PROGRAM ADMINISTRATION

PMC has extensive experience administering federal and state grant programs and has prepared several successful grant applications for affordable housing and community development projects and activities. PMC offers a full range of services, from on-call technical assistance to full-time contract staffing, to ensure grant programs are administered in a fully compliant and timely manner. PMC offers the following services:

- ✓ **Grant Administration**  
HUD entitlement communities and state recipients, Community Development Block Grant (CDBG), HOME and NSP HUD entitlement, HCD General Assistance and Planning and Technical Assistance (PTA) grants
- ✓ **Consolidated Plans, CAPERs, Action Plans and Analysis of Impediments to Fair Housing Choice**  
Needs Assessment and Data Analysis; Strategic Planning and Public Participation; Online Surveys and TurningPoint® Audience Response

### *Grant Programs & Activities*

PMC has helped develop and administer the following grant-funded programs and activities:

- ✓ Down payment assistance programs
- ✓ Acquisition, rehabilitation, and resale programs
- ✓ Multi-family residential development projects
- ✓ Owner-occupied rehabilitation programs
- ✓ Emergency repair programs

### *Grant Administrative Services*

PMC offers the following services:

- ✓ Full, comprehensive grant administration
- ✓ Short- and long-term contract staffing
- ✓ On-call technical assistance
- ✓ Grant writing

## ROBERT SRONCE

### *Senior Grant Manager*

---

#### **B.S., Community Studies**

University of California, Davis

#### **HUD-Certified HOME Program**

**Specialist**, US Department of Housing and Urban Development

#### **Project Experience**

Rob has over 18 years of experience administering nearly every grantee-related component of federal and state grant programs.

Rob's complete résumé can be found in **Appendix B**.

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## GRANT ADMINISTRATION

### *Project Experience*

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*The Housing & Community Development team specializes in:*

- ✓ Grants Management and tracking systems
  - ✓ Labor compliance review and monitoring
  - ✓ HUD environmental review
  - ✓ IDIS & DRGR trouble shooting and technical assistance
  - ✓ Reporting requirements
  - ✓ Housing relocation services
-

## OTHER PLANNING SERVICES

### *Contract Staffing*

PMC also provides long-term and temporary planning staff assistance for a diverse range of agencies in California, including rural communities and urban centers.

### *Housing Organization Strategic Planning*

PMC has a special competency in assisting local housing departments to develop strategic plans targeted at organization development, such as staffing skills, workload, and capacity assessment and building. PMC staff is trained and skilled in organizational development, development process re-engineering, and professional and personal development.

### *Public Participation and Outreach*

PMC is uniquely positioned with in-house staff that can assist with the preparation and implementation of surveys, public participation programs, and community outreach.



## CONTRACT STAFFING

### *Jurisdictions & Experience*

---

#### ***Housing & Planning Department***

*City of Rancho Cordova*

#### ***Housing & Planning Department***

*City of Elk Grove*

#### ***Housing & Planning Department***

*City of Folsom*

#### ***Neighborhood Services***

***Department***

*City of Lodi*

#### ***Housing & Planning Department***

*City of Citrus Heights*

#### ***Redevelopment and Housing***

***Department***

*Monterey County*

#### ***Redevelopment Agency***

*City of Seaside*

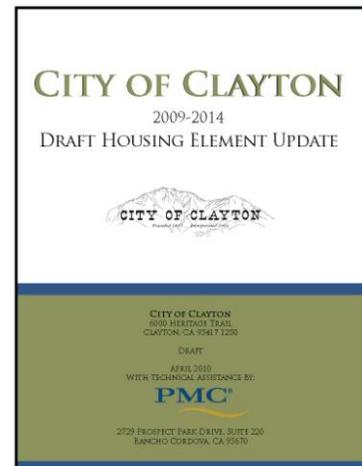
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## REFERENCES

### CITY OF CLAYTON

#### *Housing Element (Certified July 2010)*

PMC was hired to update the City of Clayton's Housing Element. Clayton is located in central Contra Costa County just southeast of the City of Concord. Clayton occupies approximately 4 square miles and is a mostly built out suburban community. To update the 2009–2014 Housing Element, the City had to identify enough sites to accommodate 84 lower-income households. This required a 5-acre rezone and the development of a new General Plan and Zoning Designation for multi-family, high-density housing (up to 20 units an acre). Up to this point, the City's highest multi-family designation was 15 units per acre. Other policy changes included allowing for residential housing above commercial in the downtown area and allowing for the development of emergency shelters and transitional and single-room occupancy housing units.



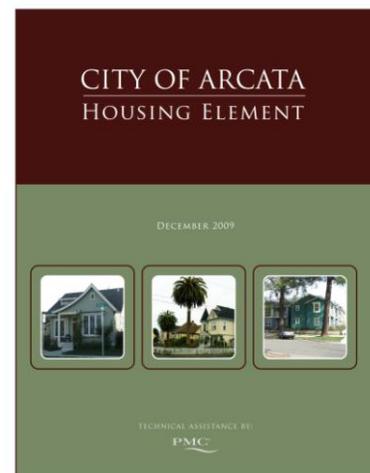
Contact:

**David Woltering**, Community Development Director  
(925) 673-7343  
[dwoltering@ci.clayton.ca.us](mailto:dwoltering@ci.clayton.ca.us)

### CITY OF ARCATA

#### *Housing Element (Certified January 2010)*

The City of Arcata, located in Humboldt County, is a unique community with both a large college student population at Humboldt State University and an active and involved citizenry. City residents were very involved and concerned about future housing development in their community. Major concerns addressed in the Housing Element included providing a higher proportion of affordable housing, student housing, homeless needs, housing for disabled persons, and programs to develop alternative building techniques for housing. Public outreach for the development of the Housing Element consisted of numerous well-attended public meetings. Participants contributed many excellent ideas for housing programs in Arcata, which PMC incorporated into the Housing Element.



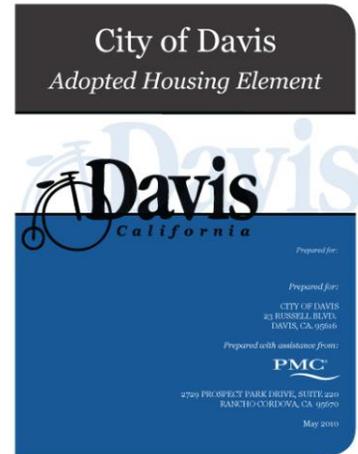
Contact:

**David Loya**, Community Development Deputy Director  
(707) 825-2045  
[dloya@cityofarcata.org](mailto:dloya@cityofarcata.org)

## CITY OF DAVIS

### *Housing Element (Certified May 2010)*

PMC was hired by the City of Davis to assist them with responding to comments from the California Department of Housing and Community Development (HCD) on the Housing Element update. PMC assisted the City with completing revisions to the draft Housing Element and completed two additional submittals to HCD to help the City receive state certification. The City has a growth management ordinance and an inclusionary housing program that required additional analysis of their cumulative impacts on housing development in the city. The City ultimately had to commit to monitoring and reporting on the results of these local measures through annual progress reports to the state.



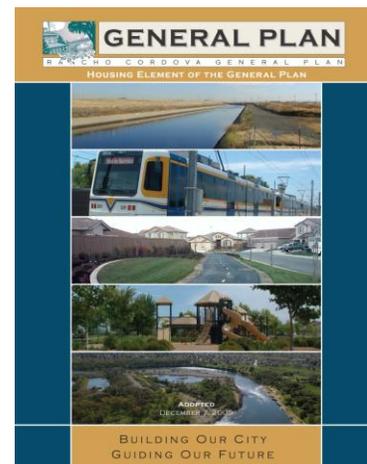
Contact:

**Danielle Foster**, Housing and Human Services Superintendent  
(530) 757-5626  
[DFoster@cityofdavis.org](mailto:DFoster@cityofdavis.org)

## CITY OF RANCHO CORDOVA

### *Housing Element (Certified January 2010)*

PMC provided assistance to the City of Rancho Cordova for the 2008 Housing Element update. The City drafted their own Housing Element and then hired PMC to address HCD comments. Particular attention was paid to developing strategies for effective mixed use and determining the potential for reuse of underutilized sites to meet the City's RHNA. Various stakeholder meetings and public workshops were held to obtain input and identify the needs of the community through the update process.



Contact:

**Reed Flory**, Housing Services Administrator  
(916) 851-8784  
[rflory@cityofranhocordova.org](mailto:rflory@cityofranhocordova.org)

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## APPENDIX A: LETTERS OF RECOMMENDATION

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COMMUNITY  
DEVELOPMENT (925) 673-7340  
ENGINEERING (925) 363-7433

6000 HERITAGE TRAIL • CLAYTON, CALIFORNIA 94517-1250  
TELEPHONE (925) 673-7300 FAX (925) 672-4917

*City Council*  
HANK STRATFORD, *MAYOR*  
DAVID T. SHURY, *VICE MAYOR*  
HOWARD GELLER  
JOSEPH A. MEDRANO  
JULIE K. PIERCE

August 11, 2010

Philip O. Carter, Principal  
PMC  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670

Subject: Recent Completion of City of Clayton 2009-2014 Housing Element

Dear Mr. Carter:

In March of 2009, the City of Clayton selected your firm, PMC, after a competitive selection process, to prepare its Housing Element Update. The PMC proposal was clearly written, competitively priced, offered a needed expedited schedule, and assigned a very strong team, lead by Project Manager Jennifer Gastelum. As we progressed through the preparation, discussion, adoption and, subsequent certification of the Housing Element, it was very apparent Clayton had made the right selection, Ms. Gastelum and her team were not only technically very competent, but handled the broad-range of interests in this process very skillfully, not the least of which were the State Housing and Community Development Department (HCD) reviewers. Ms. Gastelum made presentations before both the City's Planning Commission and the City Council which were very effective. She has a strong, professional style, and connects well and earns the respect and confidence of her audience. I personally received compliments from Planning Commissioners, City Council members, and the City Manager about her work.

On July 15, 2010, the City of Clayton received notice from HCD that its Housing Element had been "certified" as being in compliance with State law. Needless-to-say, Clayton decision makers and staff were very pleased with this outcome. Under the leadership of Ms. Gastelum, your firm's work on the Housing Element was completed within the agreed to timeline, budget and provides Clayton a clearly written implementation program to follow to meet its housing goals. Ms. Gastelum and team were very responsive to Clayton's needs throughout the process. We appreciate the services we received from your firm on this important project and would strongly recommend your firm to other entities seeking similar services.

Sincerely,

David Woltering, AICP  
Community Development Director



736 F Street  
Arcata, CA 95521

City Manager (707) 822-5953	Environmental Services 822-8184	Police 822-2428	Recreation 822-7091
Community Development 822-5955	Finance 822-5951	Public Works 822-5957	Transportation 822-3775

March 11, 2010

Philip O. Carter, Principal  
PMC  
2729 Prospect Park Drive Suite 220  
Rancho Cordova, CA 95670

RE: Letter of Recommendation

Dear Mr. Carter:

Jennifer Gastelum requested a letter of recommendation of me with regard to our recent contract for the City of Arcata Housing Element update. I was more than happy to provide such a recommendation as PMC, led by Ms. Gastelum and her team, provided superior service and quality.

I highly recommend PMC. I found them to be very responsive, knowledgeable, accurate and responsible, and professional. Ms. Gastelum's team is on top of breaking developments at HCD, and they are well aware of the important issues. They have well-developed relationships with the HCD staff, and they are able to turn out a very professional looking document in the end. Ms. Gastelum ensured all deadlines were met and made the process less stressful than it would have been otherwise.

Feel free to contact me if you have detailed questions or would like more information. I can be reached at 707-825-2045.

Sincerely,

David Loya  
Deputy Director of Community Development

COMMUNITY SERVICES

23 Russell Boulevard – Davis, California 95616  
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March 18, 2010

Philip O. Carter, Principal  
PMC  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670

Subject: PMC Qualifications and Work Product

Dear Mr. Carter:

This letter is being provided in support and with a positive recommendation of PMC based on the work product prepared by PMC for the City of Davis. PMC worked diligently to communicate with state Housing and Community Development staff in order to gain clarity on outstanding issues. PMC staff also worked conscientiously to gather information and direction from city staff as needed, and to use this background data to prepare revisions to the city's 2008-2013 Housing Element. Regardless of the state review results after each submittal, PMC was dedicated to completing the work that they started with the City of Davis, with the end goal of obtaining state certification of the document. Staff, in particular Jennifer Gastelum, provided ongoing support for City staff, ensuring regular communication throughout the project.

City staff is very satisfied with the work PMC has provided. PMC assignments have always been completed in a timely fashion, and with a high level of professionalism. Throughout this contract, PMC was responsive to the City of Davis's needs. I would like to express appreciation for the services you have provided and would strongly recommend your organization to other entities seeking your services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Danielle Foster", is written over a faint, larger version of the same signature.

Danielle Foster  
Housing and Human Services Superintendent



**Ken Cooley**  
Mayor

**Robert McGarvey**  
Vice Mayor

**Linda Budge**  
Council Member

**David Sander**  
Council Member

**Dan Skoglund**  
Council Member

March 11, 2010

Philip O. Carter, Principal  
Pacific Municipal Consultants  
10461 Old Placerville Road, Suite 110  
Sacramento, CA 95827

Subject: Comments on PMC Qualifications and Work Product

Dear Mr. Carter:

This letter is written to communicate the high level of satisfaction City staff has with the work performed and the work product prepared by PMC for the City of Rancho Cordova. PMC prepared the 2009-2014 Housing Element update. The work was complicated by issues involving strong competing positions and evolving and changing conditions. In the process of obtaining the state certification of the Housing Element, PMC staff, in particular Jennifer Gastelum and Cynthia Deane-Alviso, provided support for our staff, Planning Commission and the City Council. Without the knowledge, contacts and professional approach evidenced by both Jennifer and Cynthia, our efforts would not have been as effective.

We are completely satisfied with the work the PMC team have performed. Your assignments have always been completed in a timely fashion, and with a high level of professionalism. The firm is always responsive to the City of Rancho's needs. We appreciate the services you provide and strongly recommend your organization to other entities seeking your services.

Sincerely,

Reed Flory  
Housing Services Administrator  
City of Rancho Cordova  
916.851-8784  
rflory@cityofranhocordova.org

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## APPENDIX B: HOUSING TEAM RÉSUMÉS

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# James Michael Carney

## Director, Housing & Community Development

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### Education

M.U.R.P., Urban & Regional Planning, San Jose State University, San Jose, CA

B.A., Urban Studies (Economics Concentration), Temple University, Philadelphia, PA

Continuing Education for Public Officials (CEPO), UC Santa Barbara Extension

### Experience and Current Responsibilities

Mr. Carney is a senior manager with PMC and oversees the Housing and Community Development Group. Mr. Carney offers over 30 years of experience in affordable housing programs, housing authorities, redevelopment, green building and energy programs, grant administration, project development, and innovative planning practices. He has significant experience with developing and managing a wide variety of energy conservation strategies and housing development and implementation programs. Mr. Carney has developed regional and local affordable housing strategic plans, and secured and administered housing and energy assistance programs and projects funded by HUD, Low Income Housing Energy Assistance Program (LIHEAP), ECIP, CDBG, HOME, State Bond funds, Mortgage Credit Certificates, Low Income Housing Tax Credits, and California Housing Finance Agency loans and grants, among other sources of revenue. He currently serves as a technical assistance consultant with the Urban Land Institute (ULI) to help local jurisdictions implement their HUD-funded Neighborhood Stabilization Program funds. With PMC, Mr. Carney has provided services in California, Washington, Oregon, Nevada, New Mexico, Arizona, New York, and Ohio. He is a frequent speaker/presenter at planning, housing, and green building conferences and forums.

### Relevant Experience

- **PMC** – Created and developed PMC’s Housing and Community Development Group of professional staff experienced with affordable housing, redevelopment, and community development grant and loan program design, implementation, and administration.
- **City of Rancho Cordova, CA** – Assisted staff of the newly incorporated City of Rancho Cordova to build a new “entrepreneurial-nonbureaucratic” organization. Assisted in the creation of the city’s new Redevelopment Project Area by conducting a blight and housing needs assessment; conducted a municipal services workshop with the community and City Council; wrote the City’s first budget message, Housing Element, and Consolidated Plan; and assisted in developing a strategic plan and monitoring implementation of City goals.
- **City of Rancho Cordova, CA** – Served as project manager for the development of a new and innovative City Hall/Civic Center complex for Rancho Cordova, involving negotiating the acquisition and rehabilitation of a 7-acre commercial business campus with a 92,000-square-foot complex into a LEED (Green) Certified City Hall complex — a \$22 million project and the first of its kind in Northern California. Oversaw all phases of the 18-month effort: assessed, rated, and evaluated potential sites (two dozen properties); administered an RFP for solicitation of construction proposals; and hired and managed an architectural firm, construction project manager, and subcontractors. Presented with an Award of Recognition for his team leadership role in the project by the City Council and City Manager.
- **Housing Elements** – Oversaw the production of housing elements for cities and counties, of which 36 have been certified as in compliance with California housing law and another 6 are in the process of certification. Housing elements include a comprehensive housing needs assessment, as well as policies and implementation measures to address identified needs.
- **Five-Year Consolidated Plans and Annual Action Plans** – Developed several Five-Year Consolidated Plans and Annual Action Plans for cities, counties, and states throughout the West Coast, pursuant to federal regulations as a condition of



receipt of U.S. Department of Housing and Urban Development funds involving affordable housing and community development needs, and five-year and annual plans to identify programs, projects, and allocation of CDBG, HOME, and related HUD funding resources for the states of Nevada and Arizona; Contra Costa County, California; Pierce County and Kitsap County/Bremerton, Washington; the cities of Rancho Cordova, Elk Grove, Lodi, Santa Monica, Redwood City, and Fairfield, California; and New Rochelle, New York.

- **Analysis of Impediments to Fair Housing Choice** – Prepared HUD-required Analysis of Impediments to Fair Housing Choice (AI) for such agencies as the State of Arizona; Pierce County and Kitsap County/Bremerton, Washington; Elk Grove, Rancho Cordova, Alameda, Lodi, Rocklin, Fairfield, Hanford, Monterey, and the Contra Costa Consortium, California; and New Rochelle and Westchester County, New York.
- **Contract Staffing** – Oversaw on-site contract services to several cities such as Folsom, Rancho Cordova, Elk Grove, Lodi, and Seaside and to Monterey County for administration of affordable housing and community development programs, including CDBG, HOME, and related state and federal grant and loan programs for first-time homebuyers and housing rehabilitation.
- **Grant Writing and Administration** – Prepared funding applications and managed administration of state and federal grant and loan programs such as CDBG, HOME, Emergency Assistance, Low-Income Housing Tax Credits (LIHTC), fee-based Housing Trust Funds, and related programs and projects for many jurisdictions, such as the cities of Rancho Cordova, Elk Grove, Citrus Heights, Lodi, Folsom, Corona, Seaside, Soledad, Gonzales, Greenfield, and King City and the counties of Monterey and Imperial.
- **Neighborhood Stabilization Program (NSP)** – Provided a range of services for HUD’s program to address the issue of home foreclosures and neighborhood blight for Corona, Rancho Cordova, Elk Grove, and Monterey County. Provided remote technical assistance to communities throughout the country under the HUD-funded Urban Land Institute and on-site technical assistance and associated needs assessment for the City of Toledo, Ohio, in December 2010, as well as contributed to the development of the NSP3 Guidebook with HUD, ULI and other organizations.
- **Redevelopment** – Provided a range of redevelopment services including preparation of Five-Year Implementation Plans, redevelopment agency creation and project area establishment/expansion feasibility studies, blight assessment, contract staffing, program design and implementation, and project management for such diverse California jurisdictions as Pittsburg, Crescent City, Folsom, Rancho Cordova, Seaside, Soledad, Crescent City, Plymouth, Lynwood, Imperial County, and Monterey County.

## Other Services

- **Pierce County, WA** – Consulted with Pierce County (Tacoma) in the completion of a Regional Housing Needs plan for the County and its 23 cities and towns, working with County planning staff, a consortium of local planners, and the Pierce County Regional Council of elected officials. The plan was developed pursuant to Washington’s Growth Management Act (GMA) and involved extensive research and understanding of growth projections for the County and cities, land use patterns, and the Buildable Lands process, as well as working collaboratively with stakeholders representing widely divergent viewpoints on issues of growth, housing, and regional planning.
- **Pierce County, WA** – Developed Countywide Planning Policies for Housing and produced an Affordable Housing Financing Resource report for the purpose of implementing affordable housing production goals.
- **University Place, WA** – Provided broad housing and planning services including training and educational presentations to the City Council, Planning Commission, and staff regarding affordable housing needs, opportunities, and funding. Prepared an Affordable Housing Resources Report and multi-family, cottage housing, small lot development, and parking design guidelines, and presented a residential density awareness workshop.
- **Gig Harbor, WA** – Oversaw preparation of a Housing Needs Assessment and related documentation for the Housing Element of the City’s draft Comprehensive Plan.
- **City of Seattle, WA** – Conducted and presented at Office of Civil Right and Office of Housing-sponsored training workshop for 50 representatives of City departments, local nonprofit housing and fair housing organizations, and King County organizations regarding federal fair housing laws and PMC’s role in the Westchester County, New York, lawsuit and Analysis of Impediments to Fair Housing Choice.

## Relevant Public and Private Sector Experience

- **Local Government Consultant** – Worked with a team to develop affordable senior assisted care housing projects and programs in California. Provided independent consulting services to local government to secure funding for affordable housing, community development, and transportation planning programs and projects. Provided organizational development and municipal service provision analysis and advice to local governments, including the newly established City of Rancho Cordova, CA.
- **County of Nevada, Housing & Community Services Department, Director** – Created County's first Housing & Community Services Department and Housing Authority. Raised over \$72 million in local, state, and federal funds and tax credits for housing, community development, and energy assistance projects and programs. Managed multi-sourced, multifaceted, and highly complex budget of \$4.5 million to \$6 million per year for 12 years. Initiated, created, and promoted innovative first-time homebuyer programs with the Regional Council of Rural Counties; secured funding for several innovative affordable housing projects including mixed-income self-help environmentally sensitive rural county development, conservation open-space clustered new housing, and sweat equity homeownership by Habitat for Humanity and low-income rental units. Supported several successful low-income housing tax credit multi-family developments, as well as redevelopment-, bond-, and HOME-funded communities and infill developments in rural cities. Managed housing programs for the Town of Truckee, including the redevelopment housing fund; secured funding for Truckee's downtown railyard/riverfront redevelopment area to incorporate economic development and mixed uses; managed the creative private-sector-funded Truckee Housing Trust Fund for moderate-income buyers. Initiated funding of redevelopment area feasibility study in the airport and industrial park area of Nevada County; advised City of Grass Valley in regard to development of redevelopment-funded housing programs. Implemented improvements in operational effectiveness, fiscal accountability, Board of Supervisors' support, employee-focused support and development, management innovations, goal achievement, community relations, and community and economic development. Initiated leveraging funds to secure housing rehabilitation and energy assistance programs, helping over 10,000 homes to be preserved and made more energy efficient.
- **Sacramento Housing & Redevelopment Agency, Program Manager** – Managed a team of community advisors and consultants that developed the Downtown Housing Plan, a strategy for neighborhood stabilization, housing preservation, and expansion of new mixed-income, infill developments and housing opportunities utilizing Redevelopment Housing Set-Aside funds. Developed \$2.1 million Southside Park Improvement Redevelopment Plan working with many diverse very low-income groups in identifying issues and addressing severe problems: neighborhood deterioration, drugs, and cultural differences. Initiated development and management of award-winning River City Co-Housing homeownership community, which was catalyst for neighborhood stabilization and downtown infill improvements. Managed \$350 million multi-family mortgage revenue bond portfolio of 2,000 rental units, including two large multi-family mortgage revenue bond refinancing issues.
- **City of Oakland Community Development Department, Gabriel-Roche, Inc., Oakland, Consultant** – Assisted with writing Five-Year Housing Plan involving \$34.5 million redevelopment set-aside housing revenue and other state/federal low-income housing financing sources.
- **San Jose Redevelopment Agency & City Housing Department, Development Officer** – Worked on special projects and assignments in merging the Redevelopment Agency housing division and city staff into a new housing agency. Led team of consultants and staff and wrote redevelopment-funded \$80 million Five-Year Housing Plan; staffed Mayor's Housing Task Force, for which he was recognized as Employee of the Year. Initiated redevelopment funding of the award-winning Villa Nueva YWCA/Bridge Housing downtown infill project that provided low cost transitional housing and on-site support services for single divorced and/or abused mothers. Managed \$4 million Last Resort Housing Plan and Relocation Plan related to downtown redevelopment area projects; administered redevelopment-funded \$6 million homeless shelter development program.
- **County of Santa Clara, CA** – Served as associate planner in the Office of the County Executive/CDBG Entitlement Program; managed CDBG-funded community development projects and programs. Served as associate/assistant planner in the Planning Department working in most phases of land development approval, CEQA environmental review, and Local Agency Formation Commission (LAFCo) processes. Served as a team member of the innovative "Call to Action" regional job/housing balance study and authored the Santa Clara County Transportation and Energy Study.

## **Recent Presentations**

Planning Association of Washington and Washington Department of Commerce Planner's Forum, Kennewick, WA – presentation regarding sustainable planning practices, August 2010

American Planning Association (APA) – Renton, WA, Puget Sound Chapter Forum – accessing state and federal grants and funding sources for community development, April 2010

American Planning Association (APA) – Spokane, WA, Chapter – presentation regarding accessing state and federal grants and funding sources for community development, January 2010

American Planning Association (APA) – Bellevue, WA, Puget Sound Chapter, Land Use Law Conference – speaker on affordable housing and the impacts of the housing and foreclosure crises, March 2009

American Planning Association (APA), Washington State Conference, Spokane, WA – speaker on affordable housing, 2008

West Coast Green Residential Building Conference, San Francisco, CA – moderated and presented on a panel: "Follow the Yellow Brick Road to the Emerald City: Guiding your City to Implementing a Green Building Program," September 2007

West Coast Green Building Conference, Sacramento, CA – presented on a panel: "How to Develop a LEED Certified City Hall: Rancho Cordova, CA," March 2007

League of California Cities, Annual Conference, San Francisco, CA – "Affordable Housing in Rural Communities," December 2006

## **Professional Affiliations**

American Planning Association (APA) – Puget Sound Chapter

Planning Association of Washington (PAWS)

California Redevelopment Association member

Statewide Low Income Housing Energy Assistance Programs (LIHEAP) Collaborative Interest-Based Statewide Negotiations Team

California/Nevada Community Action Partnership

National Association of Housing and Redevelopment Officials (NAHRO)

League of Cities/California State Association of Counties, Joint Task Force on Economic Development – Community Development Block Grant (CDBG) program

California Housing Authorities Association, past Vice-President and Treasurer

Economic Resource Council, Nevada County, past Board of Directors

CDBG Task Force, State Housing and Community Development

# Jennifer Gastelum

## Project Manager

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### Education

B.S., City and Regional Planning, College of Architecture and Environmental Design, California Polytechnic State University in San Luis Obispo

A.A., American River Junior College, Sacramento, California

### Experience and Current Responsibilities

Ms. Gastelum has over ten years experience in urban planning specializing in various housing programs and public outreach for municipalities in the Sacramento Valley, Lake Tahoe Basin, San Francisco Bay Area, and Nevada. Project management accomplishments include housing element updates, consolidated plan and action plan updates, housing needs assessment reports, housing conditions surveys, and housing market studies. Other project experience includes specific plans, general plans, environmental impact reports, and initial studies/negative declarations.

### Relevant Housing Element and General Plan Project Experience

- **2008 – 2013 Housing Element Preparations.** Managed the Housing Element updates including public outreach and housing element certifications for the cities of Elk Grove and Imperial and the counties of Imperial and Kern.
- **2009 – 2014 Housing Element Preparations.** Managed the Housing Element updates including public outreach and the state certification process for the cities of Lone, Dixon, Chico, Fairfield, Soledad, Morro Bay, Hughson, Yountville, Monterey, Arcata, Orland, Willows, Vallejo, Los Altos, Clayton and Solano County.
- **Housing Element Compliance Revisions.** Managed and prepared Housing Element revisions for Modoc County, and the cities of Davis and Fortuna.
- **City of Rancho Cordova Housing Element.** Completed the City's first Housing Element General Plan since incorporation in July of 2003 and then completed revisions for the 2008 – 2013 to achieve certification.
- **City of Reno, Sparks, and Washoe County Housing Element Updates.** Managed the City of Reno, City of Sparks and Washoe County's Housing Element Updates. The project deliverable was a Housing Element, which established goals, policies, and action plans. The Housing Needs Assessment portion of the Housing Element included population, household, income and economic characteristics that support the Housing Elements goals, policies and action plans.
- **Various Housing Element Updates.** While with Parsons, served as primary task manager various housing element planning projects for the cities of Dublin, West Covina, West Sacramento, San Pablo, El Cerrito, Los Altos, American Canyon, Saratoga, Winters, Mariposa County and Sacramento County including research and writing of a housing needs assessment, evaluation of previous housing element policies/programs, provided recommendations for new policies/programs, public participation, and completion of an initial study/negative declaration for each element. Assisted in the preparation of eleven housing elements for the cities of Galt, Lincoln, Benicia, Suisun City, Oakland, Morgan Hill, Banning, Hemet, San Dimas, Monrovia and Sierra Madre, including preparation of housing needs assessment reports, policy/program evaluations, initial studies/negative declarations, and public participation.

### Affordable Housing Experience

- **El Dorado County Affordable Housing Study.** Currently managing and preparing a review of other cities' and counties' affordable housing measures and will provide recommendations about which methods or combination of methods will work most effectively to achieve a full range of affordable housing opportunities for the County.

- **Placer County Affordable Housing Incentives and Infill Site Development Report.** Currently managing and examining existing and possible incentives to provide housing affordable to lower-income households. The study will focus on zoning and design requirements that served as barriers to affordable housing and infill development.

## Housing Condition Surveys and Redevelopment Blight Assessments

- **City of Rancho Cordova Redevelopment Blight Assessment.** Managed and lead a team of people on a 3,000 units housing condition survey through the City Rancho Cordova and assisted in the preparation of the housing needs data in conjunction with the Blight Assessment for Seifel Consulting in the Redevelopment Project Area.
- **Plymouth Redevelopment Blight Assessment.** Managed the development of a Redevelopment Blight Analysis/Preliminary Project Feasibility Study to determine the benefits of adopting a redevelopment area.
- **Various City Housing Condition Survey Reports.** Managed small groups of staff members in conducting a citywide housing condition survey to provide an estimate of housing rehabilitation and replacement needs for the communities of Gridley, Grass Valley, Imperial County, Vallejo, Fairfield, West Sacramento, South Lake Tahoe, Auburn, and Mariposa County.

## Community Development Block Grant Experience

- **City of Rancho Cordova 2010-2011 Analysis of Impediments to Fair Housing.** Currently assisting with the update that includes working with City staff, local non-profit agencies, and community housing leaders and conducting an extensive online survey.
- **City of Lancaster 2010-2014 Consolidated Plan and Action Plan.** Managed the update and worked with local stakeholders, specifically with the City of Lancaster, public housing agencies, and public, private and non-profit entities that provide assisted housing, health and social services to special needs populations such as the elderly, persons with disabilities, persons with HIV/AIDS, and homeless persons.
- **City of Monterey 2010-2014 Consolidated Plan, Action Plan and Analysis of Impediments to Fair Housing.** Managed the update of all three documents that included working with City staff, local non-profit agencies, and community housing leaders as well as facilitated public participation and presenting the Consolidated Plan to stakeholder groups and the City Council.
- **State of Nevada 2010-2014 Consolidated Plan and Action Plan.** Managed the update of the Consolidated Plan and Action Plan that provide vital funding to address local housing, community, and economic development needs from the annual formula allocations through the Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, Emergency Shelter Grant (ESG) program, and Housing Opportunities for Persons with HIV/AIDS (HOPWA) program.
- **City of Rancho Cordova Entitlement Process.** Managed the City's process of becoming an entitlement jurisdiction, and will assist in the preparation of the City's first 5-Year Consolidated Plan and Annual Action Plan.
- **City of Rancho Cordova 2006-2011 Consolidated Plan.** Managed and prepared the first Consolidated Plan, and Action Plan for the newly incorporated City of Rancho Cordova.
- **City of Turlock and Stanislaus County HOME Consortium 5-Year Consolidated Plan and Annual Action Plan.** Served as deputy project manager for the preparation of the 5-Year Consolidated Plan and the Annual Action Plan. The Consolidated Plan was prepared and adopted within four months of the project being awarded to PMC. The document was based on the abbreviated format accepted by HUD under the Consolidated Plan Improvements Initiative (CPII) and included all of the HUD-required elements of a Consolidated Plan. PMC conducted a survey of local and regional service providers to determine special needs populations and gaps in service in Turlock and the participating HOME Consortium Cities. The survey also resulted in information regarding the need for capital improvements and facilities needed to better serve the lower income and special needs populations. The Consolidated Plan reflected the priorities of the City, as described in City planning documents and indicated by City Council at a Consolidated Plan workshop. PMC developed a five-year strategy of programs to fund based on the City's goals and priorities as well as programs the City had successfully implemented in the past. The Action Plan addressed HUD's statutory requirements and identified programs to be implemented for the next program year based on the results of a City-initiated RFP process and continuation of the City's housing improvement programs.

## Other Relevant Experience

- **Southern Nevada Water Authority.** While with Parsons, task Manger for the Nevada In-State Water Resource Project Reference Library, including maintaining a Microsoft Access database reference catalog, and obtaining references from various local, state, and federal agencies.
- **US Air Force Base AFCEE Housing Studies.** While with Parsons, participated in four housing studies to assessing blight, vacancy, real estate market all to determine if on base housing with necessary in Nevada, New Mexico, Arizona, Oklahoma, and Georgia.

## Professional Affiliations

American Planning Association (APA)

California Chapter of the American Planning Association (CCAPA)

Parsons Infrastructure and Technology, Inc. Excellence in Action Award September 2003

American Planning Association 2000 Student Project Award, City of Atascadero Draft General Plan, 2000.

# Cynthia Deane-Alviso

## Associate Housing Planner

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### Education

B.A., Urban Studies, San Francisco State University

### Experience and Current Responsibilities

Ms Deane-Alviso graduated from San Francisco State University with a bachelors in Urban Studies. As a part of the Housing and Community Development Team, Ms. Deane-Alviso has gained knowledge and experience in many different areas, including Housing Element updates, Redevelopment, Consolidated Plans, Action Plans, Analysis of Impediments to Fair Housing Choice, Neighborhood Stabilization Program (NSP) Acquisition and Rehabilitation Programs, compliance monitoring services, oversight of affordable housing properties, and housing condition and income surveys.

### Current Work

- **City of Rancho Cordova Labor Standards** – Currently assisting the City with labor compliance on the Crossings @ New Rancho project, an 18-unit multi-family affordable rental construction project. Tasks include scheduling employee interviews, reviewing payrolls and interview information, and working with contractors and subs to ensure correct payment of all workers.
- **City of Plymouth Housing Element** – Currently in the process of completed an Update to the City of Plymouth’s Housing Element. This Housing Element update includes a housing needs assessment, an analysis of constrains, housing programs, and quantified objectives. The updated Housing Element will address all recent state housing legislation.
- **City of Rocklin, Analysis of Impediments to Fair Housing Choice** – Currently in the process of completing the first Analysis of Impediments for the City. The AI will be consistent with the guidelines and requirements outlined in HUD’s Fair Housing Planning Guide. The City will receive \$221,470 in CDBG. The AI will be completed in spring 2011.
- **City of Rancho Cordova, Analysis of Impediments to Fair Housing Choice** – Currently in the process of completing the City’s first Analysis of Impediments as an entitlement jurisdiction. The AI will be consistent with the guidelines and requirements outlined in HUD’s Fair Housing Planning Guide. The City receives \$750,483 in CDBG. The AI will be completed by February 2011.

### Housing Element Project Experience

- **2009 – 2014 Housing Element Preparations** – Assisted with data collection and analysis as well as policy development for the Housing Element updates including the state certification process for the cities of Arcata, Lone, Dixon, Crescent City, Chico, Fairfield, Morro Bay, Hughson, Yountville, Monterey, Willows, Greenfield, and Solano County.
- **2008 – 2013 Housing Element Preparations** – Assisted with data collection and analysis as well as policy development for the Housing Element updates including housing element certifications for the cities of Elk Grove and Imperial and the counties of Imperial and Kern.
- **Housing Element Compliance Revisions** – Completed Housing Element revisions for the cities of Rancho Cordova and Fortuna.
- **Washoe County Housing Element Update** – Assisted with the data collection and zoning code analysis in helping to formulate a new Housing Element for the County of Washoe, NV, which includes the cities of Reno and Sparks. In addition, researched mobile home parks in unincorporated parts of the county to aid in the Washoe County Needs Assessment.
- **Housing Element Implementation** – Assisted the City of Elk Grove with implementing their 2008 -2013 Housing Element by providing all the required language to comply with new State Law requirements.

## Housing Condition Surveys, Income Survey and Redevelopment Blight Assessments

- **Various Housing Conditions Survey** – Ms Deane-Alviso was part of a four member team that identified and evaluated housing conditions for the cities of Grass Valley, Fairfield, Fort Bragg, Vallejo, and Imperial County. Each survey team was equipped with a tablet PC running ESRI ArcPad with PMC's custom housing condition survey form. The results of the survey helped to establish a series of new programs aimed at revitalizing the housing stock. Ms Deane-Alviso assisted in developing evaluation criteria as well as tabulated the results of the surveys.
- **Plymouth Redevelopment Blight Assessment, City of Plymouth** – Lead two teams of two people to complete a blight assessment of all parcels in the City of Plymouth as well as assisted with the development of the Feasibility Study to determine the benefits of adopting a redevelopment area.
- **Housing Needs Assessment and Household Survey, County of Imperial** – Prepared a Housing Needs Assessment for 19 unincorporated areas in the County. The Housing Needs Assessment included a household and Income survey which included conducting household visits to residents in unincorporated communities to survey and gather information related to income and household characteristics. The Housing Needs Assessment will be used when determining eligibility for grant funding.

## Community Development Block Grant Experience

- **Consolidated Plans and Action Plans** – Assisted with the preparation of Consolidated Plans for cities of Monterey, Santa Monica, Lancaster, Redwood City, and the Contra Costa Consortium, State of Nevada and Arizona Department of Housing. This included completing a Community Needs Assessment, and working with city staff, local non-profit agencies, and community housing leaders. The end product was a user-friendly document format that contained all HUD-required information.
- **Analysis of Impediments to Fair Housing Choice** – Assisted with gathering demographic data and identifying trends for the community profile, evaluated rental housing, residential real estate sales and mortgage lending, reviewed public policies and practices to determine the potential impact on fair housing and the provision of an adequate number and appropriate types of housing, and assisted with the development of a Fair Housing Implementation Strategy, for the cities of Lodi, Fairfield, Hanford, Monterey, and the Contra Costa Consortium. The AI's completed have been consistent with the guidelines and requirements outlined in HUD's Fair Housing Planning Guide.

## Other Relevant Experience

- **Marketing Strategy, San Francisco Bay Area** – Assisted in drafting the PMC Housing and Community Development San Francisco Bay Area Marketing Strategy. Included in this strategy; a Bay Area Competitor Database, current marketing conditions, community development services, and an action plan to market the Bay Area.
- **Housing Element Analysis, San Francisco Bay Area** – Conducted a housing element compliance analysis of Bay Area jurisdictions. The purpose of this research was to identify jurisdictions not in compliance with California State Housing Element Law and determine the ramifications of not being in compliance. She is currently setting up a plan for working with the jurisdictions that are not compliant and assisting them with working with the state to identify their compliance issues.
- **Green Communities Grants** – Researched Green Communities and Green Grants and gather information on available funds, application requirements, and becoming familiar with the Green Community Criteria Checklist.
- **Planning Intern, PMC** – As an intern, Ms. Deane-Alviso researched many different jurisdictions, mainly in the San Francisco Bay Area. She assisted with setting up spreadsheets, drafting letters and conducting phone interviews. While interning at PMC, Ms. Deane-Alviso learned California Housing Element State Law requirements.
- **Land Use Planning, San Francisco State University** – While at San Francisco State Ms. Deane-Alviso worked on a Semester long project where she surveyed contemporary land use and urban growth issues common in the San Francisco area. The site was the Cala Foods site located in the Haight Ashbury Neighborhood. This project was in the Initial Study phase and her main focus was to determine if there would be significant environmental impacts and how that would affect the project.

# Tyler Bridges

## Assistant Housing Planner

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### Education

B.S., City and Regional Planning, California Polytechnic State University, San Luis Obispo, CA

### Experience and Current Responsibilities

Mr. Bridges joined PMC in August 2009. Prior to joining the team, Mr. Bridges spent two years as a planning consultant with a focus in housing, public outreach/participation, and economic impacts analyses. Mr. Bridges is experienced in preparing and implementing various housing and grants related programs and projects. Mr. Bridges assisted in the preparation of Housing Elements for the cities of Pismo Beach, Grover Beach, Atascadero, Arroyo Grande, Loomis, Tulare, King City, and Benicia in the previous cycle. Mr. Bridges performed housing needs assessments, vacant and underutilized land inventories, and constraints analysis (financial, governmental, and non-governmental), and has identified grant and funding sources for housing production, assistance and financing. Currently, Mr. Bridges is assisting the cities of Elk Grove and Rancho Cordova with administering their housing and community development programs. Such programs include first-time homebuyer downpayment assistance, emergency repair assistance, owner-occupied rehabilitation, and affordable housing production, placement, and retention. In addition, Mr. Bridges helps to administer several public services that receive grant funding ranging from homeless prevention and counseling to senior nutrition and care. Mr. Bridges also has experience drafting and implementing Consolidated Plans, Action Plans, and CAPERs, and has participated in federal and subrecipient program compliance monitoring/audits. Mr. Bridges holds a B.S. in City and Regional Planning from California Polytechnic State University, San Luis Obispo with an emphasis in public policy and real property development.

### Relevant Project Experience

- **Housing Elements for Pismo Beach, Grover Beach, Atascadero, Arroyo Grande, Loomis, Tulare, King City, and Benicia**— Mr. Bridges performed housing needs assessments, vacant underutilized land inventories, and constraints analysis (financial, governmental, and non-governmental). He identified grant and funding sources for housing production, assistance and financing. Mr. Bridges also met with the public, city staff and elected officials to determine how to meet their regional housing needs allocation compliant with current State Law.
- **Federal Grant Programs.** Mr. Bridges is currently assisting the City of Elk Grove, City of Rancho Cordova, City of Citrus Heights, City of Rio Vista, and County of Monterey with administering various federal grant programs including the Community Development Block Grant (CDBG) program, Neighborhood Stabilization Program (NSP), CalHOME, HOME, and other grant activities that have resulted from recent federal economic stimulus funding. In addition to federal reporting and financial monitoring and draws, Mr. Bridges assists the public with program information, eligibility, and the application process, and works with service providers to administer and implement federal and local goals, policies and objectives. Mr. Bridges also has experience in labor compliance review and monitoring.
- **Community Development Block Grant Program.** Mr. Bridges is currently assisting several entitlement and non-entitlement CDBG communities with overall grant administration and compliance. In addition to program and project financial management and reporting in IDIS or via HCD forms, Mr. Bridges assists with drafting and implementing Consolidated Plans, Action Plans, and CAPERs, and has participated in federal and subrecipient program compliance monitoring/audits. Mr. Bridges also assists with the day-to-day aspects of activity delivery, including: identifying eligible participants for activities such as emergency repair assistance and owner-occupied rehabilitation; public facility improvement and capital project requirements such as procurement and labor compliance monitoring; and the administration of several public service grants that enable homeless prevention, fair housing counselling, senior nutrition and care, and food and clothing for low income households.

- **Neighborhood Stabilization Program (NSP).** Mr. Bridges assisted the City of Elk Grove with administering their \$2.4 million Neighborhood Stabilization Program, including: general grant administration; project finance tracking; DRGR data entry, reporting, and management; obligation deadline tracking and compliance; participant eligibility; and other program requirements. In addition, Mr. Bridges worked directly with applicants, buyer and listing agents, lenders and escrow officers with acquiring foreclosed properties and closing downpayment assistance loans that were compliant with federal, state, and local policies and that fulfilled program goals to promote housing affordability and stabilize communities suffering from widespread foreclosures. By program's end, Mr. Bridges will have assisted 30 very low-, low-, and moderate income first-time home buyers with achieving homeownership through the City's NSP Downpayment Assistance program and Acquisition, Rehabilitation, and Resale Program.

## Previous Experience

- **King City 2009 Environmental Justice Grant** – Mr Bridges assisted the City of King with applying for an Environmental Justice Context Sensitive Planning Caltrans Grant for the West Broadway Street Master Plan. He helped draft required components including the project description, justification, grant program goals and objectives, project budget, and schedule.
- **South Hayward Multi-Service Community Center Feasibility Study** – Mr. Bridges assisted the City and community organizers in determining the viability of future operations and maintenance for an aging community service center.
- **Development Codes and Ordinances for Livermore, Tiburon, and Flagstaff** – Mr. Bridges assisted in the preparation of form-based and conventional development code and zoning ordinance updates. He evaluated performance standards, zoning requirements, and general plan consistency to determine code effectiveness.
- **Commercial Fisheries Business Planning for San Diego, Morro Bay, Port San Luis, Monterey, Moss Landing, and Long Beach** – Mr. Bridges conducted extensive research and analysis on infrastructure, value added services, and regulations that have impacted the California commercial fishing industry. He specialized in analyzing commercial landings and value to uncover trends in landing activity and quantify stakeholder concerns.
- **The Nature Conservancy (TNC) Central Coast Groundfish Project** – Mr. Bridges assisted TNC in a high profile project to test the viability of a community based fishing association using environmentally low-impact more sustainable gear. He conducted a jobs/revenue impact analysis for the project on the local economy.
- **Harbor Terrace Feasibility Study Port San Luis Harbor District** – Mr. Bridges assisted the harbor manager to determine the viability of a multifaceted, multimillion dollar development project that balanced Coastal Commission requirements and generated revenue for future port expenditures. He also assisted with writing and distributing the RFO to develop Harbor Terrace.

## Awards

Central Coast American Planning Association Best Student Project & California American Planning Association Award of Excellence

*Project:* Manager and Co-Editor for the Westside and North Avenue Background Report, Community Plan, and Ventura Avenue Corridor Development Code.

# Jennifer Estrella

## Senior Finance Analyst

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### Education

Master of Urban Planning, Economic Development Concentration, University of Illinois, Urbana-Champaign, IL

Bachelor of Business Administration, Finance Major, Loyola University, Chicago, IL

### Experience and Current Responsibilities

Ms. Estrella has held various financial advisory positions at national corporations in the real estate, banking, and insurance industries. She has been active in the real estate industry since 1996, working with institutional investors of commercial and multi-family projects, as well as large tract single-family residential land. Having worked several years as an Asset Manager with a syndication firm of Section 42 tax credits, Ms. Estrella is very knowledgeable of affordable housing finance and portfolio management. In order to monitor and report on the assets of institutional investor clients, Ms. Estrella completed extensive national travel. She has had the opportunity to complete appraisals and market research in multiple cities, and work with various appraisers, developers, bankers, attorneys, planners, and public agencies across the nation.

### Current Projects

- **City of Elk Grove Affordable Housing Fund and Very Low Income Housing Trust Fund**— Ms. Estrella is currently responsible for overseeing management of these two funds. She is responsible for underwriting loans or other financial assistance requested from these funds by developers. She also manages the existing portfolio of properties that previously received City funds for development financing.
- **City of Elk Grove Affordable Housing Program and Policies** — Ms. Estrella works with local officials, and Planning staff to improve and implement affordable housing policies and programs to meet the needs of the growing community.

### Relevant Experience

- **Project Manager, City of Pinole Affordable Housing Compliance Recertification and Audit** — Ms. Estrella recently completed work with the Housing Division of the Pinole Redevelopment Agency. She led the PMC project team which completed the 2008 affordable housing compliance recertification and audit. Ms. Estrella performed property inspections and tenant file reviews for select properties within the Pinole Redevelopment Agency portfolio.
- **Land Finance Analyst, Beazer Homes Northern California Division** — Ms. Estrella served as the division liaison for land banker transactions. She was responsible for managing all communications with land bankers and negotiating transaction terms. Upon close of a transaction, she processed the respective option payments and construction draws. Ms. Estrella also performed project pro-forma reviews, budget analysis, monitored compliance of projects with Inclusionary Zoning, and managed private partnerships with affordable housing developers.
- **Senior Asset Manager, Assistant Vice President, PNC MultiFamily Capital** — Ms. Estrella was responsible for managing a national portfolio of multi-family projects receiving Section 42 tax credits. Her job duties included: analysis of property financial performance, monitoring property operations for compliance with government regulations, review and enforcement of limited partnership agreements, investor reporting, completing property inspections and file audits, and providing recommendations for release of capital. Ms. Estrella was also responsible for supervising the work of Asset Managers.
- **Project Manager, Great West Construction/ Marathon Management** — Ms. Estrella managed activities related to the development and lease-up of a mixed-use project in Wilsonville. She worked with local jurisdictions, gathered due diligence, completed financial analysis on current and future projects, and coordinated the projects of professional sub-consultants.

- **Associate Appraiser, Cushman and Wakefield of Illinois, Inc.** – Ms. Estrella performed due diligence and market analysis on a variety of commercial properties locally and nationally to complete appraisal and market research reports. Commercial properties appraised include: office, retail, industrial, and multi-family housing.
- **Property-Casualty Underwriter, Liberty Mutual Insurance Company** – Ms. Estrella performed risk analysis on prospective property/casualty accounts to achieve long-term profitability. She serviced policyholder's accounts throughout their term.

# Robert S. Sronce

## Senior Grants Manager

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### Education

B.S., Community Studies, University of California, Davis

HUD-Certified HOME Program Specialist

### Summary Qualifications

Mr. Sronce has over seventeen years of housing and community development work experience. Most recently, he administered the City of Citrus Heights' community development funds including CDBG, HOME, CalHOME, Redevelopment Housing Set-aside, Housing Trust Fund, and special grants. In addition, Mr. Sronce was responsible for revising and implementing the 2002 Housing Element update for the City of Citrus Heights and drafting its Housing Impact Fee and Affordable Housing Trust Fund ordinance. Mr. Sronce is accomplished in implementing many types of housing programs and has managed the development of Consolidated Plans, Analyses of Impediments, ordinances, and other affordable housing documents. He has also been involved in the production and operation of affordable housing and is experienced in evaluating housing conditions. Mr. Sronce has training and expertise in compliance with HUD's environmental review process, HUD's grants reporting systems (IDIS, DRGR), the development and implementation of local grants management systems, uniform administrative requirements, procurement standards, labor compliance, relocation, and fiscal management.

### Relevant Project Experience

**Technical Assistance and Program Development** – Provides limited-term targeted issue-specific assistance to client jurisdictions. Work products include on-site training, guidebooks, and policy and procedure documents.

- **City of Richmond, CA, On-call IDIS Support.** Provides on-call assistance with reporting CDBG and HOME grant activity.
- **City of Fairfield CA, HOME Project Setup.** Assists the City to meet the initial disbursement requirements for the City's state-funded multi-family housing project funded with HOME. Provides guidance regarding the requirements of the HOME program.
- **HUD/Urban Land Institute, National NSP Technical Assistance.** Lead senior staff for PMC on this nationwide technical assistance effort. Managed the On-Call Technical Assistance program and was the primary contact with ULI, to which PMC was a subcontractor.
- **NSP3 Program Design Guidebook, ICF/HUD.** Authored the Market Analysis section and co-authored the Program Delivery Method section of this HUD guidebook created by ICF for the Department of Housing and Urban Development.
- **City of New Rochelle, NY, HOME Housing Rehabilitation Program Guidelines.** Worked with the City to develop comprehensive guidelines for the City's HOME-funded Housing Repair Program. This project included developing forms for the City to use and providing guidance on program structure and processes to assure compliance.
- **City of Chico, CA, Housing Programs Technical Assistance.** Provided technical assistance and training to the City of Chico, helping them to meet the performance reporting requirements of the federal HOME and CDBG programs. Developed a three-day on-site live IDIS training and an IDIS manual for the City.

**Program Administration** – Offered ongoing guidance and assistance on subgrantee management and program design and implementation. Monitored subgrantee performance and assured compliance.

- **Corona, CA – NSP, CDBG, and HOME.** Project manager providing technical assistance and program support in support of the City's NSP, CDBG, and HOME programs, including oversight and management of sub-grantees as well as compliance, research, planning, and implementation.



- **City of Elk Grove, CA – CDBG and NSP.** Provides as-needed technical assistance and guidance to the City in the administration of its housing and community development programs. Part of the team assisting the City to implement its federal NSP-funded programs.
- **City of Rancho Cordova, CA – CDBG.** Provides as-needed technical assistance and guidance to the City in the administration of its housing and community development programs, including programs funded by CDBG and housing impact fees.
- **City of Citrus Heights, CA – CDBG.** Provides on-call technical assistance to the City for its CDBG and housing programs, including guidance on eligibility, environmental review, and reporting.
- **County of Monterey, CA – CDBG and HOME.** Provided technical assistance and guidance to the County on its state housing and community development grants. Efforts included record-keeping and reporting systems, compliance, and program development. Now provides on-call technical assistance to the County.
- **City of Lodi, CA – CDBG.** Provides technical assistance to the City for its CDBG program, including guidance on eligibility and environmental review requirements.

**Housing Program Implementation** – Oversaw the development and implementation of several programs related to affordable housing activities. Managed programs in compliance with the rules of a wide range of funding sources.

- **City of Sand City, CA.** Assisted developers who participated in the City's Inclusionary Housing Program by reviewing applications for rent-restricted housing. Reviewed applications and made eligibility determinations in conformance with program guidelines.
- **City of Dixon, CA.** Involved in the overall administration of the City of Dixon's housing and community development programs, including grant writing and the implementation of the City's first-time homebuyer and housing rehabilitation programs. Also assisted with housing redevelopment, use of RDA housing set-aside funds, and implementation of the Central Dixon Redevelopment Plan.

**Consolidated Plans and Action Plans** – Developed Consolidated Plans and Action Plans for several jurisdictions, ranging from small cities to large urban counties. Designed, planned, and implemented extensive public participation utilizing live audience response systems and online surveys. Developed customized tables and document organization to implement HUD requirements while reflecting local priorities in an accessible document.

- **City of Alameda, CA.** Provided the City with high-level technical assistance to complete the 2010–2015 Consolidated Plan and 2010 Action Plan.
- **Redwood City, CA.** Project manager for the preparation of the City's 2010–2015 Consolidated Plan and 2010 Action Plan.
- **Contra Costa County Consortium, CA.** Project manager for the 2010–2015 Consolidated Plan for Contra Costa County and its five participating consortium cities. The project included an Analysis of Impediments to Fair Housing Choice.
- **City of Rocklin, CA.** Lead staff on the creation and drafting of the 2008 Action Plan and the 2008–2013 Consolidated Plan, Rocklin's first Consolidated Plan as a new CDBG entitlement jurisdiction.
- **City of Lodi, CA.** Responsible for data review, editing, and completing required HUD tables included in the 2009–2014 Consolidated Plan and 2009 Action Plan.
- **City of Delano, CA.** Responsible for data review, editing, and completing required HUD tables included in the City's 2008–2013 Consolidated Plan and 2008 Action Plan.

**Analysis of Impediments to Fair Housing Choice** – Conducted the Analysis of Impediments for several jurisdictions, ranging from small cities to large urban counties. Designed, planned, and implemented extensive public participation utilizing live audience response systems and online surveys.

- **City of Rocklin, CA.** Project manager leading the effort to complete the City's first Analysis of Impediments in 2011.

- **City of Fairfield, CA.** Project manager for the City's 2010 Analysis of Impediments to Fair Housing Choice.
- **City of Hanford, CA.** Project manager responsible for completing and drafting the City's 2010 Analysis of Impediments to Fair Housing Choice.
- **Contra Costa County Consortium, CA.** Project manager for the 2010–2015 Analysis of Impediments to Fair Housing Choice for Contra Costa County and its five participating consortium cities. The project included a Consolidated Plan.
- **Westchester County, NY.** Senior team member assisting the County with the revision of its 2009 Analysis of Impediments. The County was facing a lawsuit and the loss of nearly \$20 million in HUD funds until the revised plan was approved by HUD. Mr. Sronce was responsible for housing market data compilation, analysis of fair housing investigations, and the online survey.
- **City of Elk Grove, CA.** Principal author and senior team member for the City's 2009 Analysis of Impediments to Fair Housing Choice.
- **City of New Rochelle, NY.** Completed the review of land use policies and practices for the City's 2008 Analysis of Impediments to Fair Housing Choice.

#### Miscellaneous Projects

- **Maricopa County, AZ, Consolidated Annual Performance and Evaluation Reports (HOME and CDBG).** Project manager for the preparation of the County's 2009–2010 annual reports to the U.S. Department of Housing and Urban Development. The reports covered the CDBG activities of the County and HOME activities of the County and the eight cities who are members of the Maricopa HOME Consortium.
- **City of Fort Bragg, CA.** Senior member of the team conducting a household income and transportation preferences survey for the City. The survey was used to demonstrate need for future state and federal grant funding. Mr. Sronce was instrumental in developing survey methodology, creating the survey tool, and analyzing the results.

#### Previous Experience

- **City of Citrus Heights, CA, Housing Programs Specialist.** Mr. Sronce was responsible for the day-to-day operation of the City's Housing and Grants Division. His primary responsibility was the administration of the City's federal, state, and local housing and community development funds including federal CDBG and HOME, state HOME and CalHOME, local Redevelopment Housing Set-aside and Housing Trust Fund and special grants. He managed the City's housing and community development programs, performed analysis and interpretation of local, state, and federal policies, procedures, and regulations as they impact the City's housing and community development efforts, and drafted the adopted and state-approved 2002 revision of the General Plan Housing Element. Mr. Sronce implemented and interpreted Housing Element programs and policies, authored the City's adopted Housing Trust Fund ordinance and program guidelines, and managed the annual Consolidated Plan for the use of federal housing and community development funds including the evaluation of proposals for the use of funds and developing staff recommendations. He served as City representative on regional housing and community development matters including the Sacramento Adult and Aging Commission, the Sacramento City-County Homeless Board, the Greater Sacramento Partners in Home Ownership, the Sacramento Housing Alliance, and the Citrus Heights Collaborative.
- **City of Chico, CA, Housing Specialist.** Mr. Sronce's primary responsibility was the development, administration, and management of the City's housing and community development programs including Down-payment Assistance, Housing Rehabilitation, Neighborhood Improvements, and Public Services. He managed city funds including federal CDBG and HOME, state HOME and CalHOME, local Redevelopment Housing Set-aside and special grants. He implemented procedures to assure that programs complied with local, state, and federal requirements; evaluated the impact of changes in local, state, and federal policy; and provided analysis and recommended changes to programs as necessary. Mr. Sronce assured the appropriate and timely use of grant funds and provided performance reports to City Council and funding agencies. He managed the annual Consolidated Plan for the use of federal housing and community development funds including the evaluation of proposals for the use of funds and development of staff recommendations. Mr. Sronce was city staff to the local consortium of homeless service providers.

- **Sacramento Mutual Housing Association, Housing Development and Asset Management Project Manager.** Sacramento Mutual Housing Association is a nonprofit organization that develops, owns, and operates affordable multi-family rental housing. Mr. Sronce secured financing, monitored construction, and controlled costs for the development of 140 units of housing. He managed teams of contractors, consultants, and architects, and assessed and planned for the capital needs of 500 units of existing housing in 7 developments.
- **Sacramento Housing and Redevelopment Agency, Housing Inspector.** Mr. Sronce served in the division of the public housing authority that administers the federal Section 8 rental housing subsidy program. He inspected subsidized rental housing to monitor and enforce compliance with federal Housing Quality Standards. He managed an annual caseload of over 600 apartments, townhouses, and single-family homes and investigated and resolved claims of tenant damage, unsafe housing, and program fraud.
- **Sacramento Neighborhood Housing Association, Special Projects Assistant for Emergency Home Repair, Home Renovation Loans, Street Beautification.** Mr. Sronce at first interned and then was hired by this local nonprofit organization that assists existing homeowners, finances new homeowners, and builds community. He developed and implemented the Emergency Home Repair Grant Program, planned and supervised special projects and events including volunteer community service projects, and designed and implemented a client intake and project development process for the home rehabilitation loan program.



**STAFF REPORT  
CITY OF IMPERIAL BEACH**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** GARY BROWN, CITY MANAGER

**MEETING DATE:** JUNE 15, 2011

**ORIGINATING DEPT.:** PUBLIC WORKS *HAL*

**SUBJECT:** APPOINTMENT OF ONE COUNCILMEMBER TO SERVE AS A MEMBER OF THE OTAY RIVER MANAGEMENT PLAN POLICY COMMITTEE

**BACKGROUND:**

On April 16, 2003, City Council approved Resolution 2003-5762 approving the Joint Exercise of Powers Agreement (JEPA) among the County of San Diego and the Cities of Chula Vista and Imperial Beach and the San Diego Unified Port District for the development of a watershed management plan for the Otay River. The resolution authorized the Mayor to sign the Agreement. The Agreement established a Policy Committee that was to have a representative from each of the signatory agencies who is a member of and appointed by their respective legislative bodies. The Agreement is provided as Attachment (1).

At the March 16, 2004, City of Imperial Beach, City Council meeting, Councilmember Winter was designated as the City's representative to the JEPA Policy Committee. On December 7, 2004, the City of San Diego approved an amendment to the JEPA adding the City of San Diego as a member of the JEPA.

On February 16, 2005 City Council adopted Resolution 2005-6106 authorizing the Mayor to sign the First Amendment to the Joint Exercise of Powers Agreement approving the addition of the City of San Diego to the JEPA. The addition of the City of San Diego to the JEPA reduced the fair share cost of the management plan development to each of the other participating agencies. For instance the City of Imperial Beach fair share cost with the City of San Diego's participation was \$18,576. With the City of San Diego not a member of the JEPA the City of Imperial Beach fair share cost was \$25,331.

On May 17, 2006 City Council adopted Resolution 2006-6332 approving the Otay River WMP and approved the JEPA Policy Committee to serve as the Interim Watershed Council. WMP Strategy C.9.1.9 established the formation of the Watershed Council to implement and update the Watershed Management Plan. Watershed Council was to be responsible for (directly or through delegation):

- o Prioritizing and implementing strategies.
- o Reviewing and updating goals as necessary to best reflect current interests.
- o Reviewing and updating GIS databases and supporting documents on watershed conditions.
- o Reviewing strategies implemented and not implemented to determine which should be retained, eliminated, or modified, as well as reprioritizing strategies to be implemented.

- Modifying strategies (including monitoring protocols and evaluation criteria) based on lessons learned or changing conditions.
- Developing new strategies based on changing conditions and technology.

The Otay River WMP is available at the following address:

[http://www.sdcountry.ca.gov/dplu/docs/05-06FinalDraft\\_OtayRiverWMP.pdf](http://www.sdcountry.ca.gov/dplu/docs/05-06FinalDraft_OtayRiverWMP.pdf)

The goals of the Otay River WMP was to:

1. Protect, enhance and restore watershed resources;
2. Ensure reasonable, sustainable, and compatible economic development;
3. Provide educational and recreational opportunities;
4. Ensure public health and safety; and
5. Maximize integration of existing Programs and Plans that affect the resources of this watershed.

**DISCUSSION:**

Section 17 of the Joint Exercise of Powers Agreement for the development of the Watershed Management Plan for the Otay River addresses a “Special Area Management Plan” (SAMP). The SAMP is to be a comprehensive plan for identifying, conserving, restoring and managing the aquatic resources on the Otay Watershed. Recently the County of San Diego provided the first draft of the SAMP for agency review. It was noted that the draft is not ready for public review. Staff is reviewing the draft and will be making a report back to the County of San Diego in the near future. Subsequently the draft will be made available for public review and ultimate concurrence by the respective agencies.

The purpose of the SAMP is:

“To develop and implement a watershed-wide aquatic resource management plan for the Otay River watershed that provides for the preservation, enhancement, restoration, and management of aquatic resources within the watershed, while allowing reasonable economic activity and development to occur. The plan will reflect local needs and interests and implement and potentially build upon existing resource management plans, such as those developed under the MSCP. The SAMP will provide the basis for an efficient and comprehensive approach to regulatory permitting under Section 404 of the CWA and, as available, Section 1600 et seq. of the California Fish and Game Code.”

The purpose of this staff report is to bring City Council current with the efforts underway with the Otay Watershed Management Plan under the JEPA and to suggest to City Council that there be a new appointment to the Otay River Watershed Management Plan Policy Committee that staff can work with as the SAMP nears approval.

**ENVIRONMENTAL DETERMINATION:**

Not a project as defined by CEQA.

**FISCAL IMPACT:**

The respective agency fair share costs were:

City of Chula Vista	\$106,881
City of Imperial Beach	\$ 18,576
City of San Diego	\$ 58,503
County of San Diego	\$120,851
San Diego Unified Port District	\$ 6,479

However to date, there have not been any funds requested by the County for the work done on the effort. The County has not expressed a need for this expenditure by the respective agencies.

**DEPARTMENT RECOMMENDATION:**

1. Receive this report.
2. Mayor appoint a Councilmember to represent the City on the Otay River Management Plan Policy Committee in accordance with Chapter 2.18.010.C of the I.B.M.C.
3. City Council approve Mayor's appointment.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown, City Manager

**Attachments:**

1. Joint Exercise of Powers Agreement Among the County of San Diego, The Cities of Chula Vista and Imperial Beach and the San Diego Unified Port District For The Development of a Watershed Management Plan for the Otay River.

**JOINT EXERCISE OF POWERS AGREEMENT  
AMONG THE COUNTY OF SAN DIEGO,  
THE CITIES OF CHULA VISTA AND IMPERIAL BEACH  
AND THE SAN DIEGO UNIFIED PORT DISTRICT  
FOR THE DEVELOPMENT OF A WATERSHED  
MANAGEMENT PLAN FOR THE OTAY RIVER**

THIS AGREEMENT, dated for convenience as of the 24<sup>th</sup> day of MARCH, 2004, is entered into by the Cities of Chula Vista and Imperial Beach, California municipal corporations; the County of San Diego, a political subdivision of the State of California; and the San Diego Unified Port District, a public corporation, (collectively, Public Agencies).

**WITNESSETH**

WHEREAS, the Public Agencies are each empowered by law to develop watershed management plans; and

WHEREAS, the Public Agencies desire to coordinate the development of a single Watershed Management Plan for the entire Otay River hydrologic unit of the San Diego Bay watershed for the benefit of their citizens and the public; and

WHEREAS, joint cooperation and participation among the Public Agencies will be mutually beneficial and in the public interest.

**NOW, THEREFORE, the Public Agencies, agree as follows:**

**SECTION 1. Purpose.**

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California commencing with Section 6500 relating to the joint exercise of powers common to the Public Agencies. The Public Agencies possess the powers described in the above recitals. The purpose of this Agreement is to jointly develop a Watershed Management Plan (WMP) for the Otay River hydrologic unit of the San Diego Bay watershed which is consistent with the respective Public Agencies' General Plans, meets water quality standards, protects aquatic and upland resources and provides for flood protection, public recreation and essential public facilities, such as utilities and other infrastructure. In addition, the WMP will include an implementation program describing how each signatory Public Agency could implement the WMP.

**SECTION 2. Term.**

This Agreement shall become effective when executed by all of the Public Agencies and shall continue in full force and effect until the WMP has been completed and adopted by each signatory Public Agency or until this Agreement is terminated by action of the Policy Committee.

**SECTION 3. Adoption of Watershed Management Plan.**

After the WMP has been reviewed by the Project Team, the WMP shall be presented to the Policy Committee for its consideration. The Policy Committee shall either approve the WMP or provide direction to the Project Team for making changes to the WMP. If the Policy Committee approves the WMP, it shall then be submitted to each signatory Public Agency for adoption. Each signatory Public Agency may adopt the WMP or recommend changes to the Policy Committee. Nothing in this Agreement obligates a signatory Public Agency to adopt the WMP.

#### **SECTION 4. Boundaries.**

The boundaries of the territory within which the Public Agencies shall exercise their powers under this Agreement shall be the Otay River hydrologic unit of the San Diego Bay watershed as delineated on Exhibit A attached hereto and incorporated herein. Exhibit A identifies the anticipated limits of the Otay River hydrologic unit of the San Diego Bay watershed, but the Public Agencies recognize that minor changes in the boundary of the hydrologic unit may be identified as the WMP is developed. The boundaries of the WMP shall be the same as the boundaries of the Otay River hydrologic unit.

#### **SECTION 5. Policy Committee.**

A Policy Committee is established consisting of a single representative appointed by each signatory Public Agency. The Policy Committee shall provide direction to the Project Team for administering this Agreement. The representative from the County of San Diego shall be a member of and appointed by the County Board of Supervisors. The representative from the City of Chula Vista shall be a member of and appointed by the City Council. The representative from the City of Imperial Beach shall be a member of and appointed by the City Council. The representative for the Port District shall be a member of and appointed by the District's Board of Port Commissioners. Appointment to the Policy Committee shall be for a term not to exceed the appointee's current term in office.

A quorum for the purposes of conducting business will consist of three members of the Policy Committee. In the absence of a quorum, a single member present may move to adjourn. The Policy Committee shall take action only by unanimous consensus of all Policy Committee members. Less than unanimous consent shall be no action.

If, upon recommendation of the Project Team, the Policy Committee decides that one or more consultants should be engaged to assist with developing the WMP, the Policy Committee shall recommend that each signatory Public Agency pay its "fair share" of the cost for the consultant. The Policy Committee shall determine the cost of the consultant(s) and the recommended fair share for each signatory Public Agency. Each signatory Public Agency shall then consider its recommended fair share and, if approved by the signatory Public Agency, said Public Agency shall pay that amount. All future funding shall be reviewed and approved during the normal budget process of each jurisdiction.

The Policy Committee may adopt bylaws, rules and regulations for conducting its meetings and business. The Policy Committee shall conduct regular meetings at least annually and at such other times as the Policy Committee determines or is provided for in its bylaws. Meetings of the Policy Committee shall be subject to the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), which shall govern the proceedings, noticing and general activities of the Policy Committee.

#### **SECTION 6. Stakeholder Committee.**

The Policy Committee may establish, and appoint members to, a Stakeholder Committee. The purpose of the Stakeholder Committee is to advise the Policy Committee and Project Team on the development of the WMP. Stakeholder Committee members shall serve at the pleasure of the Policy Committee for a term to be set by the Policy Committee. A quorum for the purpose of conducting business shall be a simple majority of the members of the Stakeholder Committee. In the absence of a quorum, a single member may move to adjourn. The Policy Committee may determine how often the Stakeholder Committee shall meet.

Meetings of the Stakeholder Committee shall be subject to the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), which shall govern the proceedings, noticing and general activities of the Stakeholder Committee.

#### **SECTION 7. Withdrawal From Agreement.**

Upon provision of 30-days advanced written notice to all of the other signatory agencies, a signatory Public Agency may withdraw from this Agreement. If a signatory Public Agency withdraws from

this Agreement after that signatory Public Agency has approved its fair share payment of consultant costs, the Public Agency's withdrawal shall not relieve the Public Agency from paying its full fair share.

**SECTION 8. Limitation on Powers and Designation of Lead Agency.**

The powers of the Public Agencies under this Agreement shall be subject to those legal restrictions which the County of San Diego has upon the manner of exercising said power pursuant to Government Code Section 6509.

The County of San Diego agrees to act as lead agency for the purpose of scheduling meetings, providing notice of meetings, preparing agendas, recording minutes, maintaining records, entering into and administering contracts approved by the Policy Committee, pursuant to provisions herein, and reporting to the Regional Water Quality Control Board and other appropriate federal and state agencies the progress on and status of the WMP. The County of San Diego shall inform the Policy Committee regarding all actions taken by the County as the Lead Agency.

**SECTION 9. Privileges and Immunities.**

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the Public Agencies when performing their respective functions within their territorial limits, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extra-territorially under this Agreement.

**SECTION 10. Records and Accounts.**

The Public Agencies shall be strictly accountable for all funds and shall report all receipts and disbursements made by the Public Agencies in developing the WMP. Expenditures made by each signatory Public Agency related to this Agreement shall be made in accordance with the respective signatory Public Agency's rules and regulations.

**SECTION 11. Notices.**

Any notice or notices provided or required by this Agreement to be given or served upon the Public Agencies may be given by depositing the same in the United States mail, postage prepaid, addressed to or to such address as the Public Agencies may subsequently specify in writing.

Walter F. Ekard	Chief Administrative Officer	County of San Diego	1600 Pacific Highway, Room 209	San Diego, CA	92101
David D. Rowlands Jr	City Manager	City of Chula Vista	276 Fourth Avenue	Chula Vista, CA	91910
Gary Brown	Interim City Manager	City of Imperial Beach	825 Imperial Beach Boulevard	Imperial Beach, CA	91932
Bruce Hollingsworth	President/CEO/Executive Director	San Diego Unified Port District	P.O. Box 120488	San Diego, CA	92112- 0488

**SECTION 12. Governing Law.**

This Agreement shall in every respect be binding on the parties hereto and their respective successors and assigns. This Agreement shall be governed by the laws of the State of California.

**SECTION 13. Provisions Required by Law.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if for any reason any such provision is not inserted, or is not correctly stated, then upon application of any signatory Public Agency the Agreement shall forthwith be physically amended to make such insertion or correction.

**SECTION 14. Partial Invalidity.**

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**SECTION 15. Future Implementing Agreements.**

The Public Agencies acknowledge that additional agreements may be necessary in the future to implement some parts of the WMP. This Agreement does not require any signatory Public Agency to either adopt or implement the WMP after adoption.

**SECTION 16. Cooperation in Review of Plans and Projects Affecting Study Area.**

Each signatory Public Agency shall, in writing, inform the other parties to this Agreement of all plans and projects proposed in the signatory Public Agency's jurisdiction that may substantially affect the proposed WMP. In addition, each signatory Public Agency shall allow adequate opportunity whenever possible for the other parties to this Agreement to review and provide comments on any such plans and projects, and shall, in good faith, consider any comments received from the other parties to this Agreement. Plans and documents not subject to disclosure under the Public Records Act shall be exempt from this provision.

**SECTION 17. Special Area Management Plan.**

The Public Agencies acknowledge that the County of San Diego, the cities of Imperial Beach and Chula Vista and the Army Corps of Engineers have executed a Cooperative Agreement for the development of a Special Area Management Plan (SAMP) for the Otay Watershed. Generally, the SAMP is to be a comprehensive plan for identifying, conserving, restoring and managing the aquatic resources in the Otay Watershed. The Public Agencies do not expect the WMP to conflict with the SAMP. However, if a potential or actual conflict between the two plans arises, the conflict shall be presented to the Policy Committee. The Policy Committee shall work to resolve the conflict in a way that will be consistent with both this Agreement and the memorandum of understanding for the SAMP.

If the Policy Committee cannot resolve the conflict in a way that is consistent with both this Agreement and the Cooperative Agreement, the Policy Committee shall refer the conflict to the Executive Committee established under the Cooperative Agreement and request the Executive Committee to recommend a resolution of the conflict. The Policy Committee shall consider the conflict and the recommendation from the Executive Committee, if any, and shall seek to resolve the conflict in a way that is as consistent as possible with both this Agreement and the Cooperative Agreement.

**SECTION 18. Entire Agreement.**

This Agreement contains the entire understanding of the parties. No party is relying on any other representation, written or oral. No term or provision of this Agreement may be changed, waived, discharged or terminated unless the same be in writing, signed by all of the Public Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the date first above written.

**COUNTY OF SAN DIEGO**

By: [Signature]  
Chief Administrative Officer

Dated: 3/24/04

**CITY OF CHULA VISTA**

By: [Signature]  
Mayor

Dated: 18 February 2004

Attest: [Signature]  
City Clerk

**SAN DIEGO UNIFIED PORT DISTRICT**

By: [Signature]  
President/CEO/Executive Director

Dated: 02/6/04

**CITY OF IMPERIAL BEACH**

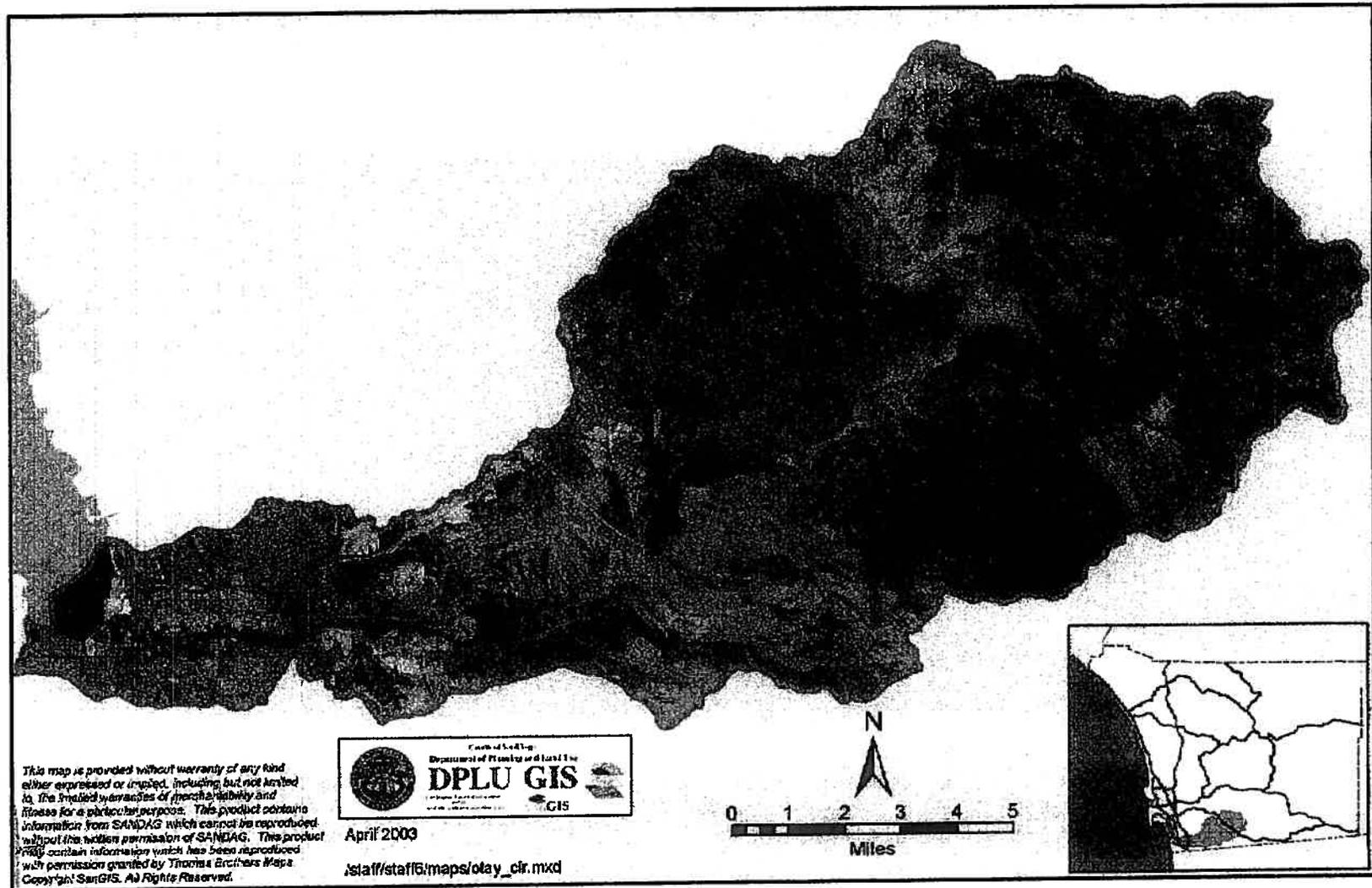
By: [Signature]  
Mayor

Dated: 3-17-04

Attest: [Signature]  
City Clerk



**EXHIBIT A. Otay River hydrologic unit.**





AGENDA ITEM NO. 6.4

**STAFF REPORT**  
**CITY OF IMPERIAL BEACH/IMPERIAL BEACH REDEVELOPMENT AGENCY**

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

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

**MEETING DATE:** JUNE 15, 2011

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

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2011-7059 AND RESOLUTION NO. R-11- 264 AUTHORIZING AN AGREEMENT AND INCREASING THE CONTRACT AMOUNT WITH PROJECT DESIGN CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR THE STATE ROUTE 75/DELAWARE AND 7<sup>TH</sup> STREETS INTERSECTION PROJECT

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**BACKGROUND**

On January 26, 2011, the City Council and Agency Board approved a Cooperation Agreement between the City and Agency allowing the City to implement certain Agency-funded projects. On January 26, 2011, the City Council/Agency Board also approved the list of projects that would be included in the Cooperation Agreement. On February 16, 2011 and March 9, 2011, the City Council approved revisions to the Cooperation Agreement. The approved list of projects included "Highway 75 Improvements" to "allow access to approximately 60,000 square feet of retail/commercial space". The funds allocated to this project total \$2,000,000.

On May 4, 2011, the City Council and Agency Board authorized the City Manager/Executive Director to execute Agreements with the State Route 75/Delaware and 7<sup>th</sup> Streets Intersection design team for work covered under the City/Agency Cooperation Agreement and associated with the 9<sup>th</sup> & Palm Redevelopment Project. Among the consultants of this team was the civil engineer, Project Design Consultants.

**DISCUSSION**

Since the May 4th meeting, staff continued to discuss the scope of work for civil engineering services for the intersection improvements with the 9<sup>th</sup> & Palm Redevelopment Project developer, Sudberry and the civil engineer, Project Design Consultants. These discussions revealed that the submitted scope of work did not include all of the tasks needed to complete the design and development phases of the proposed improvements. Attached is the agreement with the revised scope of work and the budget (Attachment 1). Due to the additional tasks

needed to take the design from concept to construction documents, the fee has increased from \$54,500 to \$127,500.

**ENVIRONMENTAL DETERMINATION**

The approval of the proposed Professional Services Agreements is not a project as defined by CEQA.

**FISCAL IMPACT**

The City's General Fund will not be impacted and will not be obligated to expend any funds with respect to the agreements. The sole source of payment under the agreements for work performed on projects listed in the Cooperation Agreement will come from the funds transferred from the Agency to the City under the Cooperation Agreement.

**DEPARTMENT RECOMMENDATION**

Staff recommends that the City Council and Agency Board adopt Resolution Numbers 2011-7059 and R-11-264 authorizing the City Manager/Executive Director to execute a professional services agreement with Project Design Consultants for Civil Engineering Services for the State Route 75/Delaware and 7<sup>th</sup> Streets Intersection improvement project and increasing the contract to an amount not to exceed \$127,500.

**CITY MANAGER'S RECOMMENDATION:**

Approve Department recommendation.



Gary Brown, Executive Director

Attachments: Attachment 1 – Agreement  
Attachment 2 - Resolution -2011-7059  
Attachment 3 – R-11-264

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
CIVIL ENGINEERING CONSULTANT SERVICES  
WITH  
PROJECT DESIGN CONSULTANTS**

THIS professional services agreement ("AGREEMENT") is made and entered into this \_\_\_ day of June, 2011, by and between the City of Imperial Beach ("CITY"), and Project Design Consultants ("CONSULTANT") (collectively "PARTIES").

**WHEREAS**, The CITY desires to employ CONSULTANT to furnish Civil Engineering Services ("PROFESSIONAL SERVICES") for the projects as listed under the Cooperation Agreement by and between AGENCY and CITY, dated February 16, 2011, which is on file in the Office of the City Clerk "Cooperation Agreement" ("PROJECT"); and

**WHEREAS**, The CITY has determined that CONSULTANT is qualified by experience and ability to perform the services desired by CITY, and CONSULTANT is willing to perform such services; and

**WHEREAS**, CONSULTANT will conduct all the work as described and detailed in this AGREEMENT to be provided to the CITY.

**NOW, THEREFORE**, the PARTIES hereto mutually covenant and agree with each other as follows:

**1. PROFESSIONAL SERVICES.**

**1.1. Scope of Services.** The Consultant shall perform the PROFESSIONAL SERVICES as set forth in the written Scope of Services, attached as Exhibit "A", at the direction of the CITY. CITY shall provide CONSULTANT access to appropriate staff and resources for the coordination and completion of the projects under this AGREEMENT. The work described in this scope will be performed in conjunction with work being performed for Sudberry Properties for the 9<sup>th</sup> & Palm Redevelopment Project. The fees for the services described in Exhibit A are an allocation to the City of Imperial Beach for the portion of the work performed within the SR75/Palm Avenue right-of-way for the SR75 and Palm Avenue Intersection Improvements.

**1.2. Project Coordinator.** The Redevelopment Coordinator is hereby designated as the Project Coordinator for CITY and will monitor the progress and execution of this AGREEMENT. CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this AGREEMENT for CONSULTANT.

**1.3. CITY Modification of Scope of Services.** CITY may order changes to the Scope of Services within the general scope of this AGREEMENT consisting of additions, deletions, or other revisions. If such changes cause a change in the CONSULTANT'S cost of, or time required for, completion of the Scope of Services, an equitable adjustment to CONSULTANT'S compensation and/or contract time shall be made, subject to the CITY'S approval. All such changes shall be authorized in writing, executed by CONSULTANT and CITY.

## **2. DURATION OF AGREEMENT.**

**2.1 Term, Time for Performance.** This AGREEMENT shall commence on the execution date and continue until completion of the Scope of Services.

**2.2 Delay.** Any delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the Scope of Services. When such delay occurs, CONSULTANT shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the PROFESSIONAL SERVICES when justified by the circumstances.

**2.3 CITY's Right to Terminate for Default.** Should CONSULTANT be in default of any covenant or condition hereof, CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default.

**2.4 CITY's Right to Terminate without Cause.** Without limiting its rights in the event of CONSULTANT's default, CITY may terminate this AGREEMENT, without cause, by giving written notice to CONSULTANT. Such termination shall be effective upon receipt of the written notice. CONSULTANT shall be compensated for all effort and material expended on behalf of CITY under the terms of this AGREEMENT, up to the effective date of termination. All personal property remaining in CITY facilities or on CITY property thirty (30) days after the expiration or termination of this AGREEMENT shall be, at CITY's election, considered the property of CITY.

**3. COMPENSATION.** CONSULTANT shall provide services to the CITY for amounts listed in the project and attached to this Agreement as Exhibit B Project Budget. As sole and complete consideration for the services to be performed by Contractor, as specified in this Agreement, CITY agrees to pay Consultant for said services on a monthly basis. Consultant shall timely submit to CITY a monthly written statement of services and expenses rendered. CITY agrees to pay amount due to Consultant for services within thirty (30) days following receipt of said statements of services. Notwithstanding anything to the contrary herein, nothing herein shall be deemed or construed to obligate City to satisfy any obligations to Consultant under this Agreement from any general funds or assets of City other than those funds and assets

transferred from the Imperial Beach Redevelopment Agency ("AGENCY") to CITY under applicable laws and/or the Cooperation Agreement.

**3.1. Total Amount.** The total cost for all work described in the Scope of Services shall not exceed **ONE HUNDRED AND TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$127,500)** without prior written authorization from CITY.

**4. INDEPENDENT CONTRACTOR.** CONSULTANT is, for all purposes arising out of this AGREEMENT, an independent contractor. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder, the CITY only being concerned with the finished results of the work being performed. Neither CONSULTANT nor CONSULTANT's employees shall in any event be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, CONSULTANT being solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

**5. STATEMENT OF EXPERIENCE.** CONSULTANT agrees that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent professional consulting firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. By executing this AGREEMENT, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the AGREEMENT in a manner satisfactory to CITY. CONSULTANT also agrees that it has the necessary professional licenses to perform the Scope of Services and that it will maintain such licenses in good standing for the term of this Agreement. CONSULTANT also agrees that it will obtain a City business license during the term of this Agreement.

**6. AUDIT OF RECORDS.**

**6.1.** At any time during normal business hours and as often as may be deemed necessary the CONSULTANT shall make available to a representative of CITY for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for at least four (4) years after termination or final payment under this AGREEMENT.

**6.2.** The CONSULTANT shall include the CITY's right under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

**7. CONFIDENTIALITY.** All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY/AGENCY and Sudberry-Palm Avenue, LLC (Sudberry Properties), their agents and employees. Neither the documents nor their contents shall be released to any third party, except Sudberry Properties, without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY's confidential and proprietary information by CONSULTANT or subcontractors.

**8. CONFLICTS OF INTEREST.**

**8.1.** CONSULTANT shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 81000 *et seq.* (Political Reform Act) and sections 1090 *et seq.* CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code section 87103. CONSULTANT represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the CITY.

**8.2.** CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act. The CONSULTANT shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the CITY's determination that the CONSULTANT is subject to a conflict of interest code. The CONSULTANT shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the CONSULTANT was subject to a conflict of interest code.

**8.3.** If, in performing the PROFESSIONAL SERVICES set forth in this AGREEMENT, the CONSULTANT makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the CITY that would otherwise be performed by a CITY employee holding a position specified in the department's conflict of interest code, the CONSULTANT shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the CONSULTANT's relevant financial interests.

**9. OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this AGREEMENT (hereinafter Project Documents) shall be considered the property of CITY upon payment in full to CONSULTANT. CITY acknowledges that the Project Documents will also be used by Sudberry Properties and that CONSULTANT has given Sudberry Properties an unrestricted right as co-owner of the Project Documents to use the Project Documents in connection with the Project. CONSULTANT shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions. CITY shall not make any modification to the Project Documents without notifying the CONSULTANT in writing.

## **10. INSURANCE**

**10.1. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.**

**10.2. CONSULTANT's liabilities, including but not limited to CONSULTANT's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the CITY is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this AGREEMENT.**

**10.3. Types and Amounts Required.** CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

**10.3.1. Commercial General Liability (CGL).** Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual aggregate of **\$2,000,000**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**10.3.2. Commercial Automobile Liability.** For all of the CONSULTANT's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and

property damage for a combined single limit of **\$1,000,000** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**10.3.3. Workers' Compensation.** For all of the CONSULTANT's employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **\$1,000,000** employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

**10.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the responsibility of the CONSULTANT and must be declared to and approved by the CITY. At the option of the CITY, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers, or (2) the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**10.5. Additional Required Provisions.** The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

**10.5.1.** The CITY/AGENCY, its officers, officials, employees, and representatives shall be named as additional insureds. The CITY/AGENCY's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the CITY.

**10.5.2.** The policies are primary and non-contributory to any insurance that may be carried by the CITY/AGENCY, as reflected in an endorsement which shall be submitted to the CITY.

**10.6. Verification of Coverage.** CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this Section 5. The endorsement should be on forms provided by the CITY or on other than the CITY's forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**11. INDEMNIFICATION.** CONSULTANT agrees to indemnify, defend and hold harmless the CITY and AGENCY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and defend under this section shall

not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY/AGENCY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this AGREEMENT. The PARTIES expressly agree that any payment, attorney's fees, costs or expense CITY/AGENCY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this AGREEMENT.

## **12. SUBCONTRACTORS.**

**12.1.** The CONSULTANT's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the PROJECT is subject to prior approval by the CITY.

**12.2.** All contracts entered into between the CONSULTANT and its subconsultant shall also provide that each subconsultant shall obtain insurance policies which shall be kept in full force and effect during any and all work on this PROJECT and for the duration of this AGREEMENT. The CONSULTANT shall require the subconsultant to obtain, all policies described in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

**12.3.** In any dispute between the CONSULTANT and its subcontractor, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend and indemnify the CITY as described in Section 11 of this Agreement should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

**13. NON-DISCRIMINATION.** CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, nor shall CONSULTANT discriminate against any qualified individual with a disability. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

**14. NOTICES.** All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

City of Imperial Beach  
825 Imperial Beach Blvd.  
Imperial Beach, CA 91932  
619-424-2226

Mr. Greg Shields  
Project Design Consultants Inc  
701 B Street, Suite 800  
San Diego, CA 92101  
619-235-6471

**15. ASSIGNABILITY.** This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated or sub-contracted, without the express written consent of the CITY. CITY may transfer its rights and obligations to AGENCY without the consent of CONSULTANT.

**16. RESPONSIBILITY FOR EQUIPMENT.** CITY shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by CONSULTANT or any of CONSULTANT's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to CONSULTANT by CITY/AGENCY. The acceptance or use of any such equipment by CONSULTANT, CONSULTANT's employees, or subcontractors shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

**17. CALIFORNIA LAW; VENUE.** This AGREEMENT shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this AGREEMENT shall be brought in the county of San Diego, California. CONSULTANT hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

**18. COMPLIANCE WITH LAWS.** The CONSULTANT shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this AGREEMENT.

**19. ENTIRE AGREEMENT.** This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.

**20. NO WAIVER.** No failure of either the CITY/AGENCY or the CONSULTANT to insist upon the strict performance by the other of any covenant, term or condition of this AGREEMENT, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this AGREEMENT shall constitute a waiver of any such breach of such covenant, term or condition.

**21. SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision unenforceable, invalid, or illegal.

**22. DRAFTING AMBIGUITIES.** The PARTIES agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

**23. CONFLICTS BETWEEN TERMS.** If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

**24. EXHIBITS INCORPORATED.** All Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

**25. SIGNING AUTHORITY.** The representative for each Party signing on behalf of a Corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the Corporation, partnership, joint venture, or entity and agrees to hold the other Party or PARTIES hereto harmless if it is later determined that such authority does not exist.

**26. IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT the day and year first hereinabove written.

CITY OF IMPERIAL BEACH

PROJECT DESIGN CONSULTANTS

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

ATTEST:

\_\_\_\_\_  
Jacqueline Hald, CITY Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Gerard Selby, Redevelopment Coordinator

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Lyon, CITY Attorney

## EXHIBIT "A" SCOPE OF SERVICES

The services to be provided are as follows:

### Conceptual Development

#### A. SURVEYING SERVICES

- a. Updated ALTA Survey: Prepare an updated ALTA survey of the proposed 9th and Palm Ave. project site in Imperial Beach, California, according to the minimum requirements as defined by ALTA/ACSM Land Title Surveys, adopted in 2005, and including Items 2, 3, 4, 5, 6, 8, 10, 11(a) and 14 of Table A, Optional Survey Responsibilities and Specifications. More specifically, the property is defined as County of San Diego Tax Assessor Parcel No. 626-250-02 through 06. This survey will reference and update a preliminary ALTA survey prepared in March 2006 on this same site. A field survey to verify existing site improvements, property monuments, and other miscellaneous appurtenances; representation of the property boundary; review of an updated Client-provided title report; confirmation of existing encumbrances; and preparation of one ALTA plat. If specific requirements by the Client and/or lender deviate from those as described above, or if revisions are required due to amendment or re-issue of said report, additional fees may be required.
  - i. Includes preparation of a new 40 scale aerial topographic survey to extend the width of the adjacent streets and one block west of 7th Street and one block east of 9th Street along SR75.
- b. Offsite Boundary and Encumbrance Survey: Provide survey services to update to prepare a boundary survey and plot encumbrances of off-site areas fronting the project.
  - i. Includes the right-of-way of SR75 fronting the project and one block east of 9th and one block west of 7th, Palm Avenue, 9th street, 7th Street and the Alley south of the project. This assumes that the client will provide title reports for these areas.
- c. Additional Topographic Survey: Collect additional topographic information to support the site design. Field survey the existing sewer and storm drain invert elevations, proposed intersection elevations, and perimeter elevations. Approximately 10 hours of field crew time and associated office calculations are budgeted. Should the required effort vary from this estimate, the fee will be adjusted accordingly.

#### B. PRELIMINARY ENGINEERING

- a. Palm Avenue/SR75 Conceptual Alignment Exhibit: Based on the alignment shown on the site plan exhibit dated January 25, 2011, prepare an exhibit showing the proposed improvements for Palm Ave/SR75. Includes preliminary

geometric design, lane configurations, proposed surface and drainage improvements, spot elevations, limits of proposed right-of-way relinquishment and dedications.

- b. Preliminary Water Quality Technical Report: *Note: The City is requiring a Preliminary Water Quality Technical Report be submitted with the Civil Site Plan package.*
- c. As required by the Standard Urban Storm Water Mitigation Plan for San Diego County, Port of San Diego, and Cities in San Diego County (SUSMP), the WQTR will include a completed Storm Water Requirements Applicability Checklist and a project site map with water quality-specific components. The objectives of the WQTR are to identify pollutants and conditions of concern and select feasible permanent storm water best management practices (BMPs) for the project. The WQTR will address water quality BMPs to comply with the SUSMP requirements of the municipal NPDES Storm Water Permit. A variety of BMPs will be considered for deployment in the project, with a preferred selection identified based on design team input and client direction. The WQTR will focus on post- construction BMPs and include type and location of post-construction BMPs, preliminary BMP sizing calculations, estimated BMP initial cost and annual maintenance costs, maintenance schedule, potential post-development pollutant types, and estimated BMP pollutant removal efficiency.
  1. The following items are not included in the scope of work for the WQTR and would need to be contracted for separately: engineering design of mechanical or proprietary BMPs, supply or implementation of BMPs, coordination of maintenance agreements for BMPs, revision of the Water Quality Technical Report after submittal to the City due to changes in planned development of the project area, construction phase BMPs typically included in a Storm Water Pollution Prevention Plan (SWPPP), and additional water quality related plans or hydrologic reports (e.g., Water Pollution Control Plan, Storm Water Pollution Prevention Plan, BMP Implementation Plan, Project Drainage Study).
  2. At this time, it is anticipated that this project will be exempt from hydromodification management mitigation because it drains into an exempt receiving water body. Therefore this scope does not include implementation of hydromodification requirements. Confirmation of this exemption will be obtained during the entitlement process.
- d. Preliminary Drainage Report: Prepare a preliminary drainage study addressing on-site existing and developed conditions providing design flows for preliminary water quality and drainage facilities design. Design flows will be calculated using methodologies described in the County of San Diego's 2003 Hydrology Manual. It is assumed that the existing 15- inch storm drain that bisects the site will be replaced with a larger pipe in a similar location, as the existing pipe appears to be undersized. Due to potential flooding issues, a detention analysis will likely be required to determine the limits of flooding at the

off-site sump location for existing and proposed conditions. Assumptions will be made for the downstream tailwater condition based on the information from the downstream storm drain system.

- i. The preliminary drainage study will be used to support the project's entitlement application with the City. At the entitlement stage, the preliminary drainage study will provide preliminary pipe sizes and locations, but will not provide design details for such. Similarly, preparing hydraulic grade line and inlet capacity calculations are not included. The study will be based on the plans prepared in support of the entitlement efforts. The report will include a narrative, which introduces the project, addresses the methodologies and results, and conclusions. Drainage facilities will be shown schematically in the graphic exhibits within this study. This task includes one plan check cycle for the project.

#### C. PROCESSING AND MANAGEMENT SERVICES

- a. PDC will provide planning and engineering support for processing the TM to approval. Provide coordination services to the Client, other consultants, and City and Caltrans staff as necessary for processing the TM. Support services are to include preparation of minor revisions to the map to address comments that are normally encountered during the review process and do not include site design revisions. Provide clarifications for City staff. Services include processing through September 2011 (25 hours per month for 4 months). Attendance at one public community workshop has been budgeted.

#### Design and Development for Construction

#### D. SURVEY MAPPING SERVICES

- a. Street Cross-sections and supplemental Survey
- b. SR 75 Relinquishment Plat
- c. SR 75 Dedication Plat
- d. Palm Avenue Street Dedication to City

#### E. CIVIL CONSTRUCTION DOCUMENTS

- a. Public Street Improvement Plans
- b. Bonding Cost Estimate
- c. Drainage Study
- d. Storm Water Management Plan
- e. WPCP
- f. Caltrans Encroachment Permit Processing
- g. Meetings and Coordination

#### F. CONSTRUCTION SUPPORT AND POST CONSTRUCTION SERVICES

- a. Construction Support
- b. As-builts/Bond Exonerations

CLARIFICATIONS AND ASSUMPTIONS

1. Sewer force main design is not included in this scope. There is an existing pump station at the intersection of Calla Alley and 8th Street. Assumes this existing pump station will remain.
2. Major plan revisions due to Client direction of City comments can be provided separately.
3. Compliance with parking, building heights, property line setbacks and maximum floor area ratio will be the responsibility of the Client's architect.
4. Assumes Client's architect to provide PDC with pad/finished floor relationship criteria. It is our understanding that this criteria will need to meet the 2010 California Building Code.
5. Due to the site's boundary constraints, a balanced earthwork quantity is not anticipated. Assumes site plan will not be modified to achieve an earthwork balance.
6. This scope does not include fire flow demands or water demands. Assumes existing water mains are adequate to serve the site.
7. PDC will coordinate with the Client's title company a Legal Lot determination for the properties of concern on this project site. PDC will provide the title company with an updated ALTA survey of the site that coincides with the current preliminary title report. The specific request will be for the title company to "chain" title back on the different existing parcels of this site in order to determine if they predate the California Subdivision Map Act date of March 1972. Prior to this date a "metes and bounds" style legal description was adequate for deed conveyances of property without a subdivision map.
8. The goal is to have the title company render an opinion as to the number of potential legal lots and provide back-up title documents. The title company cannot bestow legal lot status as this must be from the proper governing agency, i.e. the City of Imperial Beach who could record a "Certificate of Compliance" for these parcels and thus have a recognized legal lot status by all parties. Until the details and specifics are known this task is to be based upon a "time-and- materials" hourly rate with the exclusion of any costs or fees from the Title Company or City.
9. Assumes project will not be phased.

## Exhibit B

## PROJECT BUDGET

SERVICES	TASKS	FIXED FEE
Surveying Services		
	Updated Alta Survey	\$ 2,000
	Offsite Boundary & Encumbrance Survey	\$ 4,000
	Additional Topographic Survey	\$ 1,000
	<b>Subtotal</b>	<b>\$ 7,000</b>
Preliminary Engineering		
	Palm Avenue/SR75 Conceptual Alignment Exhibit	\$ 7,000
	Preliminary Water Quality Technical Report	\$ 1,500
	Preliminary Drainage Report	\$ 3,500
	<b>Subtotal</b>	<b>\$ 12,000</b>
Process and Management		
	Planning and Engineering Support	\$ 5,000
	<b>Subtotal</b>	<b>\$ 5,000</b>
Survey and Mapping Services		
	Street Cross-sections and supplemental Survey	3,000
	SR 75 Relinquishment Plat	3,500
	SR 75 Dedication Plat	3,500
	Palm Avenue Street Dedication to City	2,500
	<b>Subtotal</b>	<b>12,500</b>
Construction Documents		
	Public Street Improvement Plans	35,000
	Bonding Cost Estimate	1,500
	Drainage Study	5,000
	Storm Water Management Plan	2,500
	WPCP (Caltrans)	3,000
	Caltrans Encroachment Permit Processing	20,000
	Meetings and Coordination	5,000
	<b>Subtotal</b>	<b>72,000</b>

Construction Support & Post Construction Services	Construction Support	7,500
	As-Builts/Bond Exonerations	<u>7,500</u>
	<b>Subtotal</b>	<b>15,000</b>
Reimbursables	Blueprinting, photographic mylar reproduction, photocopying, travel and mileage, delivery services, telephone charges, computerized plotting, special graphic supplies, facsimiles, and other direct project charges incurred on behalf of Client will be billed to Client at cost plus 10%.	4,000
	<b>TOTAL</b>	<b><u>\$ 127,500</u></b>

**RESOLUTION NO. 2011-7059****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PROJECT DESIGN CONSULTANTS FOR WORK RELATED TO THE CITY/AGENCY COOPERATION AGREEMENT**

**WHEREAS**, the City of Imperial Beach (the "City") and the Redevelopment Agency of the City of Imperial Beach ("Agency") wish to cooperate with one another to bring about the redevelopment of the project area and accomplish various tasks set forth in the Redevelopment Plan and the Implementation Plan as evidenced in the Cooperation Agreement approved on January 24, 2011 and subsequently amended on February 16, 2011 and March 9, 2011 ("Cooperation Agreement"); and

**WHEREAS**, the Agency and City desire to use the following consultant: Project Design Consultants (civil engineering) for professional services to the City/Agency; and

**WHEREAS**, the City will need the services of Project Design Consultants to implement the Cooperation Agreement with the Agency, and the funds to pay for the services will be from the funds that the Agency has transferred to the City under the Cooperation Agreement; and

**WHEREAS**, it is in the best interests of the Agency and for the common benefit of residents, employees, business tenants and property owners within the Project Area and the City as a whole for the Cooperation Agreement to be implemented and the projects to be constructed in accordance with the Cooperation Agreement because the actions will be undertaken to reduce blight and benefit the Project Area; and

**WHEREAS**, the City Council and Agency Board have the authority under Imperial Beach Municipal Code section 3.04.160(G) to enter into this agreement at this time because Project Design Consultants have been providing civil engineering services for the State Route 75/Delaware and 7<sup>th</sup> Streets Intersection Project and it is in the best interests of the City/Agency to continue to use Project Design Consultants; and

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

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

1. The City hereby finds and determines that the foregoing recitals are true and correct.
2. The City hereby approves the agreement and authorizes the City Manager to execute a professional services agreement with Project Design Consultants.
3. This Resolution shall take effect immediately upon its adoption.
4. These assignments are not projects as defined by CEQA.
5. If any section, sentence, clause or phrase of this Resolution is determined to be invalid, illegal, void or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have passed and adopted the Resolution, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**BE IT FURTHER RESOLVED**, by the City Council of the City of Imperial Beach, that the City Manager, or designee, is authorized and empowered to execute, for and on behalf of the City, an Agreement with Project Design Consultants in an amount not to exceed \$127,500.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Imperial Beach at its meeting held on the 15th day of June 2011, by the following vote:

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

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

**ATTEST:**

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

**RESOLUTION NO. R-11-264****A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PROJECT DESIGN CONSULTANTS FOR WORK RELATED TO THE CITY/AGENCY COOPERATION AGREEMENT**

**WHEREAS**, the City of Imperial Beach (the "City") and the Redevelopment Agency of the City of Imperial Beach ("Agency") wish to cooperate with one another to bring about the redevelopment of the project area and accomplish various tasks set forth in the Redevelopment Plan and the Implementation Plan as evidenced in the Cooperation Agreement approved on January 24, 2011 and subsequently amended on February 16, 2011 and March 9, 2011 ("Cooperation Agreement"); and

**WHEREAS**, the Agency and City desire to use the following consultant: Project Design Consultants (civil engineering) for professional services to the City/Agency; and

**WHEREAS**, the City will need the services of Project Design Consultants to implement the Cooperation Agreement with the Agency, and the funds to pay for the services will be from the funds that the Agency has transferred to the City under the Cooperation Agreement; and

**WHEREAS**, it is in the best interests of the Agency and for the common benefit of residents, employees, business tenants and property owners within the Project Area and the City as a whole for the Cooperation Agreement to be implemented and the projects to be constructed in accordance with the Cooperation Agreement because the actions will be undertaken to reduce blight and benefit the Project Area; and

**WHEREAS**, the City Council and Agency Board have the authority under Imperial Beach Municipal Code section 3.04.160(G) to enter into this agreement at this time because Project Design Consultants have been providing civil engineering services for the State Route 75/Delaware and 7<sup>th</sup> Streets Intersection Project and it is in the best interests of the City/Agency to continue to use Project Design Consultants; and

**WHE EAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

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

1. The Agency hereby finds and determines that the foregoing recitals are true and correct.

2. The Agency hereby approves the agreement with Project Design Consultants and authorizes the use of funds under the Cooperation Agreement to be used for such services.

3. This Resolution shall take effect immediately upon its adoption.

4. These assignments are not projects as defined by CEQA.

5. If any section, sentence, clause or phrase of this Resolution is determined to be invalid, illegal, void or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The Agency Board declares that it would have passed and adopted the Resolution, and each section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**BE IT FURTHER RESOLVED**, by the Redevelopment Agency of the City of Imperial Beach, that the Executive Director, or designee, is authorized and empowered to execute, for and on behalf of the Agency if necessary, an Agreement with Project Design Consultants in an amount not to exceed \$127,500.

**PASSED, APPROVED, AND ADOPTED** by the Redevelopment Agency of the City of Imperial Beach at its meeting held on the 15th day of June 2011, by the following vote:

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

\_\_\_\_\_  
**JAMES C. JANNEY**  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**JACQUELINE M. HALD, CMC**  
**SECRETARY**