



A G E N D A



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

IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY

JULY 15, 2015

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

CLOSED SESSION MEETING – 5:30 P.M.

REGULAR MEETING – 6:00 P.M.

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

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

CLOSED SESSION MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6:

Agency Designated Representatives: City Manager, City Attorney, Assistant City Manager, Human Resources Manager, Administrative Services Director

Employee Organizations: Imperial Beach Firefighters' Association (IBFA), Local 4692
Service Employees International Union (SEIU), Local 221

Unrepresented Employees: Confidential, Mid-management, Management

RECONVENE AND ANNOUNCE ACTION (IF APPROPRIATE)

ADJOURN CLOSED SESSION

REGULAR MEETING CALL TO ORDER

ROLL CALL BY CITY CLERK

PLEDGE OF ALLEGIANCE

AGENDA CHANGES

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

COMMUNICATIONS FROM CITY STAFF

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

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

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.9) - All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Councilmember or member of the public requests that particular item(s) be removed from the Consent Calendar and considered separately. Those items removed from the Consent Calendar will be discussed at the end of the Agenda.

2.1 MINUTES.

Recommendation: Approve the Regular Meeting Minutes of June 3 and June 17, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Recommendation: Ratify the following registers: Accounts Payable Numbers 86780 through 86921 with a subtotal amount of \$1,148,856.66, EFT #'s 15-27 with a subtotal amount of \$23,975.76, and Payroll Checks/Direct Deposits 46568 through 46602 for a subtotal amount of \$307,057.59 for a total amount of \$1,479,890.01.

2.3 RECEIVE TREASURER'S REPORT. (0300-90)

Recommendation: Receive the monthly Treasurer's report.

2.4 ADOPTION OF RESOLUTION NO. 2015-7604 AUTHORIZING THE CITY MANAGER TO PROVIDE ONE-TIME RETENTION INCENTIVE STIPENDS TO RETURNING SEASONAL BEACH LIFEGUARDS. (0520-60)

Recommendation: Adopt resolution.

2.5 RESOLUTION NO. 2015-7610 AWARDED CONTRACT TO NEVWEST, INC. TO REPLACE AND UPGRADE THE ACCESS CONTROL SYSTEM AT DEMPSEY HOLDER SAFETY CENTER. (0910-20)

Recommendation: Adopt resolution.

2.6. ADOPTION OF RESOLUTION NO. 2015-7608 AUTHORIZING THE EXTENSION OF A SIDE LETTER CONTINUING THE CURRENT HEALTH BENEFITS DURING ONGOING NEGOTIATIONS WITH SEIU. (0520-50)

Recommendation: Adopt resolution.

2.7 RENEWAL OF A FRANCHISE AGREEMENT WITH CALIFORNIA AMERICAN WATER COMPANY FOR A PERIOD OF 25 YEARS BY SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1152. (0840-70 & 0840-95)

Recommendation: That the City Council waives further reading in full and adopts Ordinance No. 2015-1152.

2.8 SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1151: COASTAL COMMISSION STIPULATED MODIFICATIONS TO THE ZONING IMPLEMENTATION OF THE 2013-2021 IMPERIAL BEACH HOUSING ELEMENT. MF 1060. (0610-95)

Recommendation: That the City Council waives further reading in full of the proposed ordinance and adopts Ordinance No. 2015-1151.

2.9 ADOPTION OF RESOLUTION NO. 2015-7607 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) LOCAL 4692. (0540-50)

Recommendation: Adopt resolution.

ORDINANCES – INTRODUCTION/FIRST READING (3)

None.

PUBLIC HEARINGS (4.1)

- 4.1 KEGEL (APPLICANT); CONSIDERATION OF REGULAR COASTAL PERMIT (CP 140023), CONDITIONAL USE PERMIT (CUP 140024), DESIGN REVIEW CASE (DRC 140025), SITE PLAN REVIEW (SPR 140026), AND TENTATIVE PARCEL MAP (TPM 140027), AND CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN FILL DEVELOPMENT) FOR THE DEMOLITION OF ONE EXISTING RESIDENTIAL UNIT AND CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT WITH THREE RESIDENTIAL CONDOMINIUM UNITS ABOVE COMMERCIAL SPACE AT 951 SEACOAST DRIVE (APN 625-352-23-00). MF 1149. (0600-20)**

Recommendation: That the City Council rescind Resolution No. 2015-7577 and adopt Resolution No. 2015-7606, approving Regular Coastal Permit (CP 140023), Conditional Use Permit (CUP 140024), Design Review Case (DRC 140025), Site Plan Review (SPR 140026), and Tentative Parcel Map (TPM 140027) for the demolition of one existing residential unit and the construction of a new, mixed-use development with three residential condominium units above approximately 2,118 square feet of commercial/retail space at 951 Seacoast Drive (APN 625-352-23-00).

REPORTS (5.1-5.5)

- 5.1 PROPOSED BSA EAGLE PROJECT PRESENTATION – OLIVER ERBES. (0920-40 & 0940-10)**

Recommendation:

1. Receive report;
2. Receive a presentation from Oliver Erbes regarding the proposed improvements;
3. Comment and direct staff and Oliver Erbes regarding the design of the proposed project; and
4. Authorize the City Manager to sign the Eagle Project plan for Oliver Erbes to continue the project development and construction as approved by City Council and City staff.

- 5.2 PROPOSED BSA EAGLE PROJECT PRESENTATION – FRED SMYTH. (0920-40 & 0940-10)**

Recommendation:

1. Receive report;
2. Receive a presentation from Fred Smyth regarding the proposed improvements;
3. Comment and direct staff and Fred Smyth regarding the design of the proposed project; and
4. Authorize the City Manager to sign the Eagle Project plan for Fred Smyth to continue the project development and construction as approved by City Council and City staff.

- 5.3 ADOPTION OF RESOLUTION NO. 2015-7609 REQUESTING THAT THE SAN DIEGO BOARD OF SUPERVISORS NAME THE FRIENDS OF THE LIBRARY STORE IN THE IMPERIAL BEACH LIBRARY IN MEMORY OF FREDA ELLIOTT-ADAMS. (0150-20)**

Recommendation: Adopt resolution.

- 5.4 UPDATE OF RECREATION PROGRAMS. (1020-90)**

Recommendation: Receive reports from the Boys & Girls Club, and the Little League and Girls Softball League.

- 5.5 RESOLUTION NO. 2015-7605 AWARDED PUBLIC WORKS CONTRACT TO WIT: ALLEY IMPROVEMENT PROJECT (S14-104). (0600-20)**

Recommendation: Adopt resolution.

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

ADJOURN REGULAR MEETING

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

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

/s/

Jacqueline M. Hald, MMC
City Clerk

MINUTES

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

JUNE 3, 2015

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

REGULAR & CLOSED SESSION MEETINGS – 6:00 P.M.

REGULAR MEETING CALL TO ORDER

Mayor Dedina called the Regular Meeting to order at 6:00 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Patton, Bragg, Spriggs (arrived at 6:05 p.m.)
Councilmembers absent:	None
Mayor Present:	Dedina
Mayor Pro Tem Present:	Bilbray
Staff Present:	City Manager Hall, City Attorney Lyon, City Clerk Hald, Assistant City Manager Wade, Senior Planner Foltz, City Planner Nakagawa, Public Works Director Levien, Administrative Services Director Bradley, Building Official Jack Holden, Environmental Program Manager Helmer

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dedina.

AGENDA CHANGES

None.

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

Councilmember Patton reported on his attendance at the last SANDAG Board meeting.

Councilmember Bragg reported on her attendance at the Chamber of Commerce networking breakfast. She reminded everyone that Thursday June 4th is the 65th graduation ceremony at Mar Vista High School.

Mayor Dedina thanked Sheriff's Lieutenant Brown and his staff for their service and for the reduction in the crime rate. He commented on the Memorial Day event sponsored by the local American Legion and Veterans of Foreign Wars. He attended a Bike Across the Border event sponsored by SANDAG. He announced that Supervisor Cox will be presenting the design for the new Library on June 16th at 6:30 p.m. He announced the following upcoming events: the City of San Diego Palm Ave. Revitalization Plan Workshop, Sheriff's Coffee with the Community, IB Firefighters and Lifeguards will have cars at the 2015 San Diego County Fair Demolition Derby, Movie Night at the Pier, and Global Wellness Day at Pier South. He also participated at a press conference on water conservation at Cuyamaca College and commented on the drought situation in regards to Imperial Beach.

COMMUNICATIONS FROM CITY STAFF

None.

PUBLIC COMMENT

None.

PRESENTATIONS (1)

None.

CONSENT CALENDAR (2.1-2.3)

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.3. MOTION CARRIED UNANIMOUSLY.

2.1 MINUTES.

Approved the Regular Meeting Minutes of May 6, 2015 and the Special Budget Workshop Meeting Minutes of May 13, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 86651 through 86719 with a subtotal amount of \$832,689.61, EFT #'s 1-4 with a subtotal amount of \$10,792.01, and Payroll Checks/Direct Deposits 46526 through 46550 for a subtotal amount of \$147,089.31 for a total amount of \$990,570.93.

2.3 AT&T (APPLICANT); TIME EXTENSION FOR REGULAR COASTAL PERMIT (CP 140002), CONDITIONAL USE PERMIT (CUP 140003), DESIGN REVIEW CASE (DRC 140004), SITE PLAN REVIEW (SPR 140005), AND CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15301 (EXISTING FACILITIES) TO CONSTRUCT A NEW A WIRELESS TELECOMMUNICATIONS FACILITY AND EQUIPMENT SHELTER AT 800 SEACOAST DRIVE (APN 626-262-02-00) IN THE C/MU-2 (SEACOAST COMMERCIAL & MIXED-USE) ZONE. MF 1140; RESOLUTION 2015-7591. (0600-20)

City Council adopted Resolution 2015-7591, approving a six month extension for Regular Coastal Permit (CP 140002), Conditional Use Permit (CUP 140003), Design Review Case (DRC 140004), and Site Plan Review (SPR 140005), and Categorical Exemption pursuant to CEQA Guidelines 15301 (Existing Facilities) for the construction of a wireless telecommunications facility at 800 Seacoast Drive (APN 625-262-02-00).

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

3.1 INTRODUCTION AND FIRST READING OF ORDINANCE NO. 2015-1151: COASTAL COMMISSION STIPULATED MODIFICATIONS TO THE ZONING IMPLEMENTATION OF THE 2013-2021 IMPERIAL BEACH HOUSING ELEMENT. MF 1060. (0610-95)

Mayor Dedina declared the public hearing open.

City Planner Nakagawa gave a PowerPoint Presentation on the item.

City Clerk Hald announced no speaker slips were submitted.

Councilmember Spriggs pointed out questionable language referring to “policies, practices and procedures”. He stated that by including this language the Coastal Commission was exceeding their jurisdiction.

City Manager Hall agreed with Councilmember Spriggs and suggested removing in Section 19.65.020 the middle reference to “the City Certified Coastal Program” and then in Section 19.02.070 to change the last phrase to “so long as the requested flexibility or waiver would not require a fundamental alteration to the City’s Certified Local Coastal Program.”

City Council discussion ensued.

City Clerk Hald read the title of Ordinance No. 2015-1151 “an Ordinance of the City Council of the City of Imperial Beach modifying, pursuant to Coastal Commission Certification Order, Ordinance No. 2014-1146 that amended Title 19 (zoning) of the Imperial Beach Municipal Code that proposed implementing Programs 12 and 13 of the 2013-2021 (5th cycle) Housing element. MF1060”.

Without dissension from City Council, Mayor Dedina closed the public hearing.

MOTION BY SPRIGGS , SECOND BY PATTON, TO WAIVE FURTHER READING IN FULL OF ORDINANCE NO. 2015-1151 WITH THE CHANGES PROPOSED BY CITY MANAGER HALL AND SET THE MATTER FOR ITS SECOND READING AND ADOPTION AT THE NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING. MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS (4.1)

4.1 KEGEL (APPLICANT); CONSIDERATION OF REGULAR COASTAL PERMIT (CP 140023), CONDITIONAL USE PERMIT (CUP 140024), DESIGN REVIEW CASE (DRC 140025), SITE PLAN REVIEW (SPR 140026), AND TENTATIVE PARCEL MAP (TPM 140027), AND CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN FILL DEVELOPMENT) FOR THE DEMOLITION OF ONE EXISTING RESIDENTIAL UNIT AND CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT WITH THREE RESIDENTIAL CONDOMINIUM UNITS ABOVE COMMERCIAL UNIT(S) AT 951 DRIVE (APN 625-352-23-00). MF 1149. (0600-20)

Mayor Dedina declared the public hearing open.

Senior Planner Foltz gave a PowerPoint presentation, highlighting three design alternatives the applicant provided at the suggestion of City Council at the previous meeting. The alternatives were submitted as a last minute agenda information.

City Clerk Hald announced no speaker slips were submitted.

In response to Councilmember Patton’s concerns about shade and privacy Mr. Kegel stated shade would be provided by the tinted glass and electrical window shades which would be drawn at night for privacy. He expressed his commitment to upkeep the landscaping and responded to Councilmember Patton’s concerns regarding lighting and rust prevention.

Councilmember Spriggs stated that Mr. Kegel responded very well to Council’s previous suggestions. City Council should trust Mr. Kegel’s judgement on what is the best option.

Mr. Kegel favored the original design or Alternative 3 with the wood on the front replaced by copper (which is the same as 2a with wood on the side and copper in the front). Regarding the types of businesses he had in mind, Mr. Kegel stated some type of deli or something where the public can come in and sit and enjoy the view. An exhaust for a kitchen and grease trap will be provided in case a restaurant goes in. He stated each unit will have a separate roof area and his unit will be a 3 bedroom unit.

Councilmember Spriggs stated he would agree with whichever option Mr. Kegel thought was best.

Upon review of the nighttime rendering Senior Planner Foltz commented that some of the lighting is undetermined because it depends on the Seacoast Aesthetic Plan and the commercial units that will be coming in.

Councilmember Bragg stated she favored Alternative 2a with the copper on the front.

Discussion ensued regarding the light pole in the middle of the sidewalk. Assistant City Manager Wade suggested, because of prior experience with the construction of the hotel, that they consider not just moving the light pole but making it shorter due to safety concerns.

Mayor Dedina stated there is consensus as far as finding an alternative for the light pole.

Councilmember Patton commented he favored Alternative 2a which is the wood on the side with the copper on the front.

Councilmember Bilbray supported the original design of the rooftop and he stated the developer should be given full realm of the four options given.

Without dissension from City Council, Mayor Dedina closed the public hearing.

Upon Mayor Dedina's request, Senior Planner Foltz clarified that Alternative 2a is the alternative with wood on the side of the building and copper in the front. The wood on the side matches the wood on the lighthouse portion.

MOTION BY PATTON, SECOND BY SPRIGGS, TO ADOPT RESOLUTION NO. 2015-7577, ALTERNATIVE 2A AS DISCUSSED BY THE COUNCIL, APPROVING REGULAR COASTAL PERMIT (CP 140023), CONDITIONAL USE PERMIT (CUP 140024), DESIGN REVIEW CASE (DRC 140025), SITE PLAN REVIEW (SPR 140026), AND TENTATIVE PARCEL MAP (TPM 140027) FOR THE DEMOLITION OF ONE EXISTING RESIDENTIAL UNIT AND THE CONSTRUCTION OF A NEW, MIXED-USE DEVELOPMENT WITH THREE RESIDENTIAL CONDOMINIUM UNITS ABOVE APPROXIMATELY 2,118 SQUARE FEET OF COMMERCIAL/RETAIL SPACE AT 951 SEACOAST DRIVE (APN 625-352-23-00). MOTION CARRIED UNANIMOUSLY.

REPORTS (5.1-5.4)

5.1 APPROVAL OF ELM AVENUE STREET IMPROVEMENT PLAN. (0720-10)

Public Works Director Levien gave a PowerPoint presentation on the item.

City Manager Hall stated staff is seeking feedback from Council as to the aesthetic portion of the project. Once it is approved they would start designing the project and have better 3 dimensional drawings at that time.

Councilmember Spriggs suggested that Public Works Director Levien continue with a more in depth presentation so that the public would be better informed before taking any public comments.

Councilmember Bilbray stepped out of the Council chambers at 7:13 p.m. and returned at 7:14 p.m.

Jerry Quinn, who stated he was the appointed representative for the residents on Elm Ave., commented that they agree with most of the design except for some of the wording around the compass and he voiced the resident's concerns with parking issues and the way the parents line up when picking up their kids from school. Additional Speaking time donated by Christine Phillips.

In response to Councilmember Patton's questions Public Works Directory Levien stated there is no plan to resurface Connecticut Street and the presented design is a result of many meetings with the community. He stated the raised tables are for traffic calming purposes and the speed limit is 25 mph. With regards to parking issues, he stated the school administration would do everything in their power to have staff park in the provided parking lot. He also responded to Councilmember Bragg's questions regarding the curbs, the height of the raised tables, all-way stop signs, traffic flow, and the length of the project.

Councilmember Bragg requested that Chris Brown do her best to encourage staff to park in the parking lot.

Councilmember Spriggs left Council Chambers at 7:40 p.m. and returned at 7:43 p.m.

Councilmember Bilbray cautioned against adding more stop signs due to the State mandate on reducing carbon dioxide emissions.

Councilmember Spriggs commented on two major concerns which are traffic flow and whether the created areas will be used. He spoke about using Community Service Officers to help with traffic flow the first week. He also spoke about the parking issues at Mar Vista High School.

Public Works Director Levien stated there is ample parking on the school site. The school has agreed to address the issue of getting students and teachers to use the parking lot.

Mayor Dedina commented that this has been a collaborative process which included the school district as well as the community. Elm Ave. is a very awkward street and this is a good solution as far as the aesthetics and safety. He suggested finding more creative solutions to the parking issue including encouraging students to walk or ride their bikes.

MOTION BY BRAGG, SECOND BY SPRIGGS, TO PROCEED WITH THE PROPOSED PLAN AS OUTLINED. MOTION CARRIED UNANIMOUSLY.

Councilmember Bilbray left Council Chambers at 8:01 and returned at 8:03.

5.2 FISCAL YEAR 2016 & FISCAL YEAR 2017 BUDGET. (0330-30)

Administrative Services Director Bradley reported on the item. He commented on the previous presentations of the budget at the Open Air Open House and the Budget Workshop. He reviewed changes that have been made to the budget since the Budget Workshop.

At the request of Councilmember Spriggs he gave an overview of IB's finances noting that the City has no debt and they are able to match their operating expenses with operating revenue. The City has solid sources of income, the general fund has sources of revenue that will continue to grow and there is development occurring which will also provide revenue which will offset rising costs.

City Clerk Hald announced no speaker slips were submitted.

Councilmember Bragg stated grants are not factored into the budget.

Administrative Services Director Bradley stated there are grants being applied for and if received the budget will be adjusted to reflect that. He also noted the reserves that the City has on hand and continued to report on the item.

Councilmember Patton thanked Administrative Services Director Bradley for doing a great job and stated he is proud to be a citizen of Imperial Beach.

Mayor Dedina commented that it's great to see the media applauding Imperial Beach for being transparent and having a very readable and easy to follow budget even though it's a complex budget. The Open Air Open House was a brilliant idea in reaching out to the community.

5.3 CODE COMPLIANCE PRESENTATION. (0470-95)

Building Official Holden gave a PowerPoint presentation on the item.

Councilmember Patton thanked staff and community volunteers for all their hard work.

Councilmember Spriggs commented on the different points presented and suggested holding a discussion on how to prioritize the points shown in the presentation.

Margaret Williamson commented she lives across the street from a home that has been in terrible disrepair, she complemented staff on their hard work trying to correct the issue and she encouraged the City to move forward with this situation.

Assistant City Manager Wade stated this is an ongoing case, only as a last option do they come before the Council to seek action and this will be the case in this situation.

Councilmember Bragg expressed support for a workshop. She suggested re-implementing the Homefront Beautification Contest with IB Beautiful. She reiterated Councilmember Spriggs suggestion for another Clean and Green project. She commented on the need to be uniform with the enforcement on businesses.

Mayor Dedina commended staff on the improvements to the community and praised them for

the revitalization of City Hall offices. He spoke on the need to keep engaging the community and looking into fundraising to help pay for extra staff or help with any project. He commented on the need to treat everyone fairly.

Assistant City Manager Wade commented that current staff couldn't be a better fit for the City. He stated in the past code enforcement items were always on City Council agendas and to be able to now get 98 percent compliance is attributed to staff.

There was consensus of City Council to give City Manager Hall direction to organize a workshop to discuss Code Compliance in greater detail.

5.4 ADOPTION OF RESOLUTION NUMBER 2015-7588 ACCEPTING THE IMPERIAL BEACH JURISDICTIONAL RUNOFF MANAGEMENT PROGRAM AND RESCISSION OF 2008 JURISDICTIONAL URBAN RUNOFF MANAGEMENT PROGRAM, RESOLUTION 2015-7589 ACCEPTING THE SAN DIEGO BAY WATER QUALITY IMPROVEMENT PLAN, AND RESOLUTION 2015-7590 ACCEPTING THE TIJUANA RIVER WATER QUALITY IMPROVEMENT PLAN AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN AND FORWARD THESE DOCUMENTS TO THE SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE REGIONAL STORM WATER PERMIT R9-2013-0001. (0230-70 & 0770-65)

Environmental Program Manager Helmer gave a PowerPoint presentation on the item. Upon Mayor Dedina's suggestion, he also gave an overview of the Stormwater Management Plan and he elaborated on the Tijuana River with regards to international relations at the request of Councilmember Spriggs.

City Clerk Hald announced no speaker slips submitted.

Mayor Dedina commended Environmental Program Manager Helmer on his knowledge, recommendations and collaboration with other agencies to help reduce beach closures. He commented that Imperial Beach is in a position of leadership on these issues.

Councilmember Spriggs commented that Ed Drusina the US Commissioner for IBWC will be present at the IBWC meeting later this month and it would be in the City's best interest to get some public comments from leadership and people involved so he can continue to see these kinds of concerns.

MOTION BY BILBRAY, SECOND BY BRAGG, TO ADOPT RESOLUTION NUMBER 2015-7588 ACCEPTING THE IMPERIAL BEACH JURISDICTIONAL RUNOFF MANAGEMENT PROGRAM AND RESCISSION OF 2008 JURISDICTIONAL URBAN RUNOFF MANAGEMENT PROGRAM, RESOLUTION 2015-7589 ACCEPTING THE SAN DIEGO BAY WATER QUALITY IMPROVEMENT PLAN, AND RESOLUTION 2015-7590 ACCEPTING THE TIJUANA RIVER WATER QUALITY IMPROVEMENT PLAN AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN AND FORWARD THESE DOCUMENTS TO THE SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE REGIONAL STORM WATER PERMIT R9-2013-0001. MOTION CARRIED UNANIMOUSLY.

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

None.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the regular meeting at 8:58 p.m.

CLOSED SESSION MEETING CALL TO ORDER

Mayor Dedina called the Closed Session meeting to order at 8:59 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Patton, Bragg, Spriggs
Councilmembers absent:	None
Mayor Present:	Dedina
Mayor Pro Tem Present:	Bilbray
Staff Present:	City Manager Hall, City Attorney Lyon, City Clerk Hald

MOTION BY BILBRAY, SECOND BY PATTON, TO ADJOURN INTO CLOSED SESSION AS NOTED ON THE AGENDA. MOTION CARRIED UNANIMOUSLY.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6:

Agency Designated Representatives: City Manager, City Attorney, Assistant City Manager, Human Resources Manager, Administrative Services Director

Employee Organizations: Imperial Beach Firefighters' Association (IBFA), Local 4692
Service Employees International Union (SEIU), Local 221

Unrepresented Employees: Confidential, Mid-management, Management

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code section 54957

Title: City Attorney

Mayor Dedina adjourned the meeting into Closed Session at 9:00 p.m. and he reconvened the meeting to Open Session at 10:03 p.m.

RECONVENE AND ANNOUNCE ACTION

Reporting out of Closed Session, City Attorney Lyon announced City Council discussed Closed Session Item Nos. 1, and 2, City Council gave direction and no reportable action was taken.

ADJOURN CLOSED SESSION

Mayor Dedina adjourned the Closed Session meeting at 10:04 p.m.

Serge Dedina,
Mayor

Jacqueline M. Hald, MMC
City Clerk

**CITY OF IMPERIAL BEACH
CITY COUNCIL
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IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY**

JUNE 17, 2015

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

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

CLOSED SESSION MEETING CALL TO ORDER

Mayor Dedina called the Closed Session meeting to order at 5:00 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present:	Patton, Bragg, Spriggs
Councilmembers absent:	None
Mayor Present:	Dedina
Mayor Pro Tem Absent:	Bilbray
Staff Present:	City Manager Hall, City Attorney Lyon, City Clerk Hald

CLOSED SESSION

MOTION BY BRAGG, SECOND BY SPRIGGS, TO ADJOURN TO CLOSED SESSION AS LISTED ON THE AGENDA. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code section 54957

Title: City Attorney

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6:

Agency Designated Representatives: City Manager, City Attorney, Assistant City Manager, Human Resources Manager, Administrative Services Director

Employee Organizations: Imperial Beach Firefighters' Association (IBFA), Local 4692
Service Employees International Union (SEIU), Local 221

Unrepresented Employees: Confidential, Mid-management, Management

Mayor Dedina adjourned to Closed Session at 5:02 p.m. and reconvened the meeting to Open Session at 6:00 p.m.

Reporting out of Closed Session, City Attorney Lyon announced City Council discussed Closed Session Item Nos. 1 and 2, City Council gave direction and no reportable action was taken.

ADJOURN CLOSED SESSION

Mayor Dedina adjourned the Closed Session meeting at 6:01 p.m.

REGULAR MEETING CALL TO ORDER

Mayor Dedina called the Regular meeting to order at 6:01 p.m.

ROLL CALL BY CITY CLERK

Councilmembers present: Patton, Bragg, Spriggs
Councilmembers absent: None
Mayor Present: Dedina
Mayor Pro Tem Absent: Bilbray
Staff Present: City Manager Hall, City Attorney Lyon, City Clerk Hald,
Public Safety Director Clark, Senior Planner Foltz, Public
Works Director Levien, Administrative Services Director
Bradley

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Diana Vera from Sunny Slope Elementary School.

AGENDA CHANGES

Councilmember Spriggs requested a brief discussion on Item No. 2.5 as part of the budget discussion.

MOTION BY SPRIGGS, SECOND BY PATTON, TO TAKE ITEM NO. 2.5 WITH THE BUDGET DISCUSSION (ITEM NO. 5.3). MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

MOTION BY DEDINA, SECOND BY PATTON, TO TAKE ITEM NO. 5.1 BEFORE THE CONSENT CALENDAR. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY

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

Councilmember Patton reported on his attendance at the Global Wellness Event at Pier South.

Councilmember Bragg reported that she and Mayor Dedina attended the 65th Commencement Ceremony at Mar Vista High School. She also reported on her attendance at the SANDAG Transportation Committee meeting (attending as the MTS representative), the Friends of the Library Book Sale, the MTS Accessibilities Committee meeting, and the closing ceremonies for the I.B. Little League. She noted that the Friends of the Library Executive Board supports naming the store after Freda Elliott-Adams.

Councilmember Spriggs reported on his attendance at a conference that addressed how coastal cities are adapting to sea level rise and he spoke about grants that are available to coastal cities. He also reported on his attendance at a Strategic Planning Workshop by the Metropolitan Wastewater Commission JPA.

Mayor Dedina reported that he and Environmental Program Manager Chris Helmer attended a meeting with various agencies to discuss management of the Tijuana River diverter pipe on the Mexico side. He announced the following upcoming events: Sun and Sea Festival, Mayor's

Breakfast, and the Mayor's 1st Annual Imperial Beach Pier Swim and Paddle. He presented a proclamation to Public Safety Director Clark in recognition of his five years of service to the City of Imperial Beach.

Councilmember Patton announced the Imperial Beach Woman's Club is holding the Splish, Splash...It's an "IB" Bash event on Saturday, June 20, 2015.

COMMUNICATIONS FROM CITY STAFF

City Manager Hall recognized Public Safety Director Clark for his service to the City of Imperial Beach. He announced vouchers for the San Diego County Fair are available to the public.

PUBLIC COMMENT

Kevin Milton announced he is a candidate for the State Assembly in 2016.

Brian Baretto, with California American Water, provided a brief update on the drought and he announced rebate information is available on their website.

Tim O'Neal recognized Public Safety Director Clark for his leadership in bringing back Fireworks to Imperial Beach. He stated that an additional \$9,000 is needed to make this year's Fireworks event happen. He announced the Duggan family is donating \$7,500 and the IB Resort agreed to a matching fund campaign and will match up to \$9,000.

PRESENTATIONS (1.1)

1.1 PROCLAMATION IN RECOGNITION OF MARSHA DOHSE MORRISON'S FOUR DECADES OF SERVICE TO THE CHILDREN OF IMPERIAL BEACH. (0410-30)

Councilmember Bragg presented a proclamation to Marsha Dohse Morrison for four decades of service to the children of Imperial Beach.

PUBLIC COMMENT

Ed Kravitz, with I.B. Local News, announced there is an upcoming FAA hearing regarding flight paths over the San Diego region and he expressed concern about the impacts development will have on tsunami evacuation routes.

REPORTS (5.1)

5.1 PROPOSED BSA EAGLE PROJECT PRESENTATION – STEVEN EIS. (0940-10)

Public Works Director Levien introduced Steven Eis who gave a PowerPoint presentation on the proposed improvements and the design of the proposed project.

MOTION BY PATTON, SECOND BY BRAGG, TO AUTHORIZE THE CITY MANAGER TO SIGN THE EAGLE PROJECT PLAN FOR STEVEN EIS TO CONTINUE THE PROJECT DEVELOPMENT AND CONSTRUCTION AS APPROVED BY CITY COUNCIL AND CITY STAFF. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

CONSENT CALENDAR (2.1-2.4 & 2.6-2.9)

MOTION BY PATTON, SECOND BY SPRIGGS, TO ADOPT CONSENT CALENDAR ITEM NOS. 2.1 THROUGH 2.4 AND 2.6 THROUGH 2.9. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

A revised Resolution No. 2015-7600 (Item No. 2.8) was submitted as last minute agenda information.

2.1 MINUTES.

Approved the Regular Meeting Minutes of May 20, 2015.

2.2 RATIFICATION OF WARRANT REGISTER. (0300-25)

Ratified the following registers: Accounts Payable Numbers 86720 through 86779 with a subtotal amount of \$1,964,579.16, EFT #'s 5-8 with a subtotal amount of \$10,788.45, and Payroll Checks/Direct Deposits 46551 through 46567 for a subtotal amount of \$150,940.61 for a total amount of \$2,126,308.22.

2.3 ADOPTION OF RESOLUTION NO. 2015-7594 AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF IMPERIAL BEACH FOR PROMOTIONAL SERVICES RELATED TO THE 2015 4TH OF JULY FIREWORKS SHOW AND EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE FIREWORKS SHOW WITH THE PORT. (0150-70)

Adopted resolution.

2.4 RESOLUTION NO. 2015-7599 APPROVING THE FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT WITH SBC TOWER HOLDINGS LLC. (0800-50)

Adopted resolution.

2.6 SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1151: COASTAL COMMISSION STIPULATED MODIFICATIONS TO THE ZONING IMPLEMENTATION OF THE 2013-2021 IMPERIAL BEACH HOUSING ELEMENT. MF 1060. (0610-95)

City Council waived further reading in full of the proposed ordinance and adopted Ordinance No. 2015-1151.

2.7 RESOLUTION NO. 2015-7597 AND SUCCESSOR AGENCY RESOLUTION NO. SA-15-49 TO APPROVE THIRD AMENDMENT TO AGREEMENT WITH MCDUGAL, LOVE, ECKIS, BOEHMER & FOLEY. (0440-30)

Considered the contract amendment and approved Resolution No. 2015-7597 and Resolution No. SA-15-49.

2.8 ADOPT RESOLUTION NUMBER 2015-7600 IDENTIFYING THE TERMS AND CONDITIONS FOR PUBLIC SAFETY AND PUBLIC WORKS RESPONSES AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT. (0390-88)

Adopted resolution.

2.9 ADOPTION OF RESOLUTION NO. 2015-7601 APPROVING DELIVERY OF BETWEEN 75 AND 150 YARDS OF SAND WITH A COMPOSITION CONDUCIVE TO MASTER SANDCASTLE BUILDING AT THE SUN & SEA FESTIVAL SANDCASTLE COMPETITION. (0160-75)

Adopted resolution.

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

3.1 PUBLIC HEARING TO CONSIDER GRANTING A WATER FRANCHISE RENEWAL TO CALIFORNIA-AMERICAN WATER COMPANY FOR A PERIOD OF 25 YEARS AND INTRODUCTION OF ORDINANCE NO. 2015-1152. (0840-70 & 0840-95)

Mayor Dedina declared the Public Hearing open.

City Manager Hall reported on the item.

City Clerk Hald announced no speaker slips were submitted.

Councilmember Bragg commented that California American Water has been a great partner to the City of Imperial Beach.

City Clerk Hald read the title of Ordinance No. 2015-1152 "An Ordinance of the City Council of the City of Imperial Beach, California granting a franchise renewal to California-American Water Company."

Without dissention from City Council Mayor Dedina closed the public hearing.

MOTION BY SPRIGGS, SECOND BY PATTON, TO INTRODUCE ORDINANCE 2015-1152 BY TITTLE ONLY, WAIVE THE FULL READING, AND SET THE MATTER FOR SECOND READING AND ADOPTION AT NEXT REGULAR CITY COUNCIL MEETING. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: BILBRAY

PUBLIC HEARINGS (4.1)

There was a consensus of City Council to take Item Nos. 4.1 and 5.2 concurrently with separate motions.

4.1 COUNTY OF SAN DIEGO (APPLICANT); CONSIDERATION OF ADMINISTRATIVE COASTAL PERMIT (ACP 140012), DESIGN REVIEW CASE (DRC 140013), SITE PLAN REVIEW (SPR 140014), AND MITIGATED NEGATIVE DECLARATION FOR THE PROPOSED NEW PUBLIC LIBRARY AT 810 IMPERIAL BEACH BOULEVARD (APN 626-400-54-00 & 626-400-71-00). MF 1067. (0600-20)

Mayor Dedina declared the public meeting open.

Senior Planner Foltz gave a PowerPoint presentation on the item.

San Diego County Supervisor Greg Cox spoke in support for the project. He anticipated completion of the project in the fall of next year. He commented on the support of the City Council, staff and Imperial Beach community. He noted that there will be no fiscal impact to the City Imperial Beach and that the project is fully funded with additional funds awarded for technology. He also stated that it will be a green building, built to LEED Gold standards.

Nancy Dayton, representing the Imperial Beach Woman's Club, thanked everyone involved in the project and expressed appreciation to everyone for addressing the Club's needs and concerns.

Councilmember Patton thanked everyone involved for listening to everyone's needs and requests.

Councilmember Spriggs commented positively on the project design and he spoke in support of the project.

Mayor Dedina spoke positively about the process in engaging the public and he supported the design.

Without dissention from City Council, Mayor Dedina closed the public Hearing.

MOTION BY PATTON, SECOND BY SPRIGGS, TO ADOPT RESOLUTION 2015-7595, APPROVING ADMINISTRATIVE COASTAL PERMIT (ACP 140012), DESIGN REVIEW CASE (DRC 140013), AND SITE PLAN REVIEW (SPR 140014) FOR THE DEMOLITION OF AN EXISTING LIBRARY AND COMMUNITY ROOM AND CONSTRUCTION OF A NEW LIBRARY AND COMMUNITY ROOM AT 810 IMPERIAL BEACH BOULEVARD (THE COMMUNITY ROOM IS CURRENTLY ADDRESSED 1075 8TH STREET) (APN 626-400-54-00 & 626-400-71-00). MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY**

REPORTS (5.2)

5.2 CONSIDER ADOPTION OF RESOLUTION NO. 2015-7598 THAT WOULD APPROVE THE SUBLEASE BETWEEN THE BOYS AND GIRLS CLUB AND THE COUNTY OF SAN DIEGO FOR TEMPORARY LIBRARY FACILITIES. (0600-20)

Councilmember Bragg thanked Supervisor Cox for working with the Woman's Club, she recognized the designers of the project, and commended June Engel for her efforts.

MOTION BY PATTON, SECOND BY SPRIGGS, TO ADOPT RESOLUTION 2015-7598, APPROVING THE SUBLEASE BETWEEN THE COUNTY AND BOYS AND GIRLS CLUB TO PROVIDE TEMPORARY LIBRARY FACILITIES WITHIN PORTIONS OF THE EXISTING BUILDING AT 847 ENCINA AVENUE. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY**

Councilmember Patton left Council Chambers at 7:17 p.m. and returned at 7:19 p.m.

CONSENT CALENDAR (2.5)

2.5 RESOLUTION NO. 2015-7596 AUTHORIZATION TO RENEW THE PARTNERSHIPS WITH INDUSTRY (PWI) GROUP SERVICES AGREEMENT FOR FISCAL YEAR 2015/2016. (0920-20)

Councilmember Spriggs commented that the contract is for \$35,000 and City Council is being asked to approve it at the level of \$38,000 which is approximately 8.6% over the contracted amount. He expressed concern about being too liberal when it comes to providing for contingencies that are not required as of part of the contract. He noted that if a larger project had a similar level of contingency, concern would be raised. He also noted that if there is a change in cost due to prevailing wage, staff can return with a Consent Calendar item for approval. He objected to approval of an 8.6% increase to a contract without knowing when and how much the actual contingency is going to be and that it violates our basic budgeting principle.

City Manager Hall stated City Council is being asked to approve a contract that is not to exceed \$38,000 should the State's prevailing wage be increased. If City Council desires, they can approve the contract for \$35,000 and if prevailing wage goes up, staff can return with a budget amendment and an amendment to the agreement.

Public Works Director Levien commented on the contract amount of \$35,000, how prevailing wage is determined, the anticipated increase in costs and he stated that the amount requested for approval is budgeted.

Councilmember Spriggs commented on the general principal of handling contingencies in the overall budget process and he noted that it is inefficient to have contingencies considered on a per contract basis.

MOTION BY BRAGG, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2015-7596 AUTHORIZATION TO RENEW THE PARTNERSHIPS WITH INDUSTRY (PWI) GROUP SERVICES AGREEMENT FOR FISCAL YEAR 2015/2016. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: PATTON, BRAGG, DEDINA
NOES: COUNCILMEMBERS: SPRIGGS
ABSENT: COUNCILMEMBERS: BILBRAY**

5.3 RESOLUTION 2015-7592 OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING THE BUDGETS FOR THE FISCAL YEARS 2015-16 AND 2016-17 AND ELECTING THE POPULATION AND PRICE ADJUSTMENT FACTORS AND ESTABLISHING FISCAL YEAR 2015-16 APPROPRIATIONS LIMIT OF THE CITY OF IMPERIAL BEACH PURSUANT TO CALIFORNIA CONSTITUTION ARTICLE XIII B, AND SECTION 7900 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE. (0330-30)

Administrative Services Director Bradley gave a PowerPoint presentation on the item. He gave an overview of the budget for the next two years, noted the revenues match expenses and that it is a sound budget. He addressed Councilmember Spriggs' question about how he would handle an economic downturn.

City Clerk Hald announced no speaker slips were submitted.

Mayor Dedina recognized staff and City Council for a transparent budgeting process and he spoke in support for pursuing fundraising on all levels.

MOTION BY SPRIGGS, SECOND BY BRAGG, TO ADOPT RESOLUTION NO. 2015-7592 RATIFYING THE PROPOSED BUDGET FOR FISCAL YEARS 2016 AND 2017 AND ELECTING THE POPULATION AND PRICE ADJUSTMENT FACTORS ESTABLISHING THE FISCAL YEAR 2016 APPROPRIATIONS LIMIT OF THE CITY OF IMPERIAL BEACH. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY**

5.4 RESOLUTION 2015-7593 OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEARS 2014-15 AND ELECTING THE POPULATION AND PRICE ADJUSTMENT FACTORS AND ESTABLISHING FISCAL YEAR 2014-15 APPROPRIATIONS LIMIT OF THE CITY OF IMPERIAL BEACH PURSUANT TO CALIFORNIA CONSTITUTION ARTICLE XIII B, AND SECTION 7900 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE. (0330-30)

Administrative Services Director Bradley reported on the item. He explained that for transparency, the auditors requested a consolidation of all budget amendment resolutions into one so that they will have a one source audit. He also stated that he did not expect to have the same volume of resolutions in the future.

MOTION BY SPRIGGS, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2015-7593 AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR 2014-15 AND ELECTING THE POPULATION AND PRICE ADJUSTMENT FACTORS ESTABLISHING THE FISCAL YEAR 2014-15 APPROPRIATIONS LIMIT OF THE CITY OF IMPERIAL BEACH. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: PATTON, BRAGG, SPRIGGS, DEDINA
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: BILBRAY**

5.5 CONSIDERATION OF RESOLUTION NO. 2015-7602 AUTHORIZING THE ACCEPTANCE OF CALTRANS RELINQUISHMENT OF A PORTION OF STATE ROUTE 75 TO FURTHER FACILITATE THE REALIGNMENT OF THE PALM AVENUE/STATE ROUTE (SR) 75 INTERSECTION AND RIGHT-OF-WAY ADJACENT TO THE PROPOSED BREAKWATER PROJECT. (0600-20)

Senior Planner Foltz reported on the item and he announced a revised resolution was submitted as Last Minute Information.

Ed Kravitz was opposed to the item.

In response to Councilmember Spriggs question as to whether the proposed changes to the resolution are okay to approve, City Attorney Lyon stated she reviewed them and the changes are fine.

MOTION BY SPRIGGS, SECOND BY PATTON, TO ADOPT RESOLUTION NO. 2015-7602 AUTHORIZING THE ACCEPTANCE OF CALTRANS RELINQUISHMENT OF A PORTION OF STATE ROUTE 75 TO FURTHER FACILITATE THE REALIGNMENT OF THE PALM AVENUE/STATE ROUTE (SR) 75 INTERSECTION AND RIGHT-OF-WAY ADJACENT TO THE PROPOSED BREAKWATER PROJECT WITH THE MODIFICATIONS PRESENTED BY STAFF. MOTION CARRIED BY THE FOLLOWING VOTE:

**AYES: COUNCILMEMBERS: PATTON, BRAGG, DEDINA
NOES: COUNCILMEMBERS: SPRIGGS
ABSENT: COUNCILMEMBERS: BILBRAY**

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

See Consent Calendar Item No. 2.7.

ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

ADJOURN REGULAR MEETING

Mayor Dedina adjourned the regular meeting at 7:54 p.m.

Serge Dedina, Mayor

Jacqueline M. Hald, MMC
City Clerk



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AA*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES *DSB*
SUBJECT: RATIFICATION OF WARRANT REGISTER

EXECUTIVE SUMMARY:

Approval of the warrant register in the amount of \$ 1,148,856.66, the EFT register in the amount of \$ 23,975.76 and the payroll checks in the amount of \$307,057.59.

RECOMMENDATION:

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

RATIONALE:

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

OPTIONS:

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

BACKGROUND:

None

ANALYSIS:

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

<u>Vendor:</u>	<u>Check:</u>	<u>Amount:</u>	<u>Description:</u>
Blue Pacific Engineering	86823	\$ 143,632.27	Main Line MicroTunneling
San Diego County Sheriff	86895	\$ 506,822.16	Apr 2015 Law Enf Services

The following registers are submitted for Council ratification:

Accounts Payable

<u>WARRANT #</u>	<u>DATE</u>	<u>AMOUNT</u>
86780-86813	06/03/2015	\$ 218,761.22
86814	06/08/2015	\$ 3,673.00
86815-86859	06/11/2015	\$ 231,565.26
86860-96901	06/19/2015	\$ 655,854.74
86902	06/24/2015	\$ 50.00
86903-86921	06/25/2015	\$ 38,952.44
	Sub-Total	\$1,148,856.66

<u>EFT #</u>		
9-14	Not Used	
15-21	06/09/2015	\$ 11,623.28
22-25	06/19/2015	\$ 11,733.09
26-27	06/22/2015	\$ 619.39
	Sub-Total	\$ 23,975.76

Payroll Checks/Direct Deposit

46568-46583	P.P.E. 5/28/15	\$ 149,277.62
46584-46602	P.P.E. 6/11/15	\$ 157,779.97
	Sub-Total	\$ 307,057.59
	TOTAL	\$ 1,479,890.01

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

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

Attachments:

1. Warrant Register as Budgeted
2. Warrant Register

City of Imperial Beach
 Warrant Register as Budgeted (FY2015)
 Current as of 06/25/2015

Expense	Budget	Previous Warrant Registers	2015-06-03	2015-06-08	2015-06-09	2015-06-11	2015-06-19	2015-06-25	2015-06-24	2015-06-22	Remaining Budget
101 GENERAL FUND											
ADVERTISING	\$ 6,700	\$ 2,849	\$ 937								\$ 2,914
ATTORNEY SERVICES	\$ 54,064	\$ 23,552	\$ 2,500								\$ 28,012
ATTORNEY SERVICES-OTHER	\$ 141,443	\$ 74,043	\$ 8,227								\$ 59,173
AUTO ALLOWANCE	\$ 37,268	\$ 37,252									\$ 16
BAD DEBT EXPENSE		\$ 50									\$ (50)
BANKING/FIN SRVCS CHARGES	\$ 39,500	\$ 35,058				\$ 119					\$ 4,322
CELL PHONE ALLOWANCE	\$ 8,844	\$ 8,588									\$ 256
COMMUNITY PROGRAMS		\$ -									\$ -
CONTRACTS-ELECTIONS	\$ 9,415	\$ 8,903									\$ 512
CONTRACTS-POSTAGE MACHINE	\$ 1,109	\$ 1,109									\$ -
COPIER LEASES	\$ 27,700	\$ 26,029									\$ 1,671
COUNCIL/RDA BOARD PAY	\$ 40,875	\$ 40,424									\$ 451
EMPLOYEE RECOGNITION AWRD	\$ 15,667	\$ 12,864					\$ 1,139				\$ 1,664
EQUIPMENT	\$ 783	\$ 400									\$ 383
FEES & LICENSES	\$ 18,250	\$ 14,741									\$ 3,509
FICA	\$ 345,409	\$ 344,198									\$ 1,211
FIRE EXTINGUISHER SERVICE	\$ 1,650	\$ 278									\$ 1,372
FLSA WAGES	\$ 25,725	\$ 25,914									\$ (189)
GAS & ELECTRIC (SDG&E)	\$ 244,500	\$ 186,454				\$ 4,094	\$ 15,614				\$ 38,338
INSURANCE PREMIUM/DEPOSIT	\$ 75										\$ 75
LIFE INSURANCE	\$ 12,828	\$ 13,504									\$ (676)
MAINTENANCE & REPAIR	\$ 74,120	\$ 41,533				\$ 13,270	\$ 3				\$ 19,314
MEMBERSHIP DUES	\$ 30,754	\$ 27,083									\$ 3,671
MGT MEDICAL REIMBURSEMENT	\$ 2,421	\$ 2,341						\$ 420			\$ (340)
MILEAGE REIMBURSEMENT	\$ 724	\$ 255					\$ 20	\$ 36			\$ 413
NUISANCE ABATEMENT CHARGE	\$ 1,500										\$ 1,500
OFFICE SUPPLIES	\$ 24,287	\$ 18,712	\$ 53			\$ 41	\$ 227	\$ 59			\$ 5,195
OPERATING SUPPLIES	\$ 322,032	\$ 253,831	\$ 386			\$ 4,581	\$ 863	\$ 742			\$ 61,629
OTHER SERVICES & CHARGES	\$ 109,515	\$ 72,670	\$ 458			\$ 16,930	\$ 143				\$ 19,314
OVERTIME	\$ 126,331	\$ 120,585									\$ 5,746
PARS CITY CONTRIBUTION	\$ 22,665	\$ 22,582									\$ 83
PERS-CITY PORTION	\$ 649,922	\$ 644,690									\$ 5,232
PEST CONTROL SERVICE	\$ 4,200	\$ 3,250				\$ 272	\$ 53				\$ 625
PLAN CHECK SERVICES	\$ 12,000										\$ 12,000
POSTAGE & FREIGHT	\$ 17,450	\$ 10,797					\$ 2,571				\$ 4,083

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 06/25/2015

	Budget	Previous Warrant Registers	2015-06-03	2015-06-08	2015-06-09	2015-06-11	2015-06-19	2015-06-25	2015-06-24	2015-06-22	Remaining Budget
CELL PHONE ALLOWANCE	\$ 400	\$ 41									\$ 359
FICA	\$ 4,837	\$ 1,593									\$ 3,244
PERS-CITY PORTION	\$ 5,313	\$ 3,207									\$ 2,106
PROFESSIONAL SERVICES	\$ 715,350	\$ 661,865	\$ 330								\$ 53,155
SALARIES FULL-TIME	\$ 53,031	\$ 20,896									\$ 32,135
SECTION 125 CAFETERIA	\$ 5,953	\$ 2,750									\$ 3,203
UNEMPLOYMENT INSURANCE	\$ 2,741	\$ 64									\$ 2,677
212 SLESF (COPS) FUND											\$ -
PROFESSIONAL SERVICES	\$ 100,000	\$ 64,563									\$ 35,437
213 LLEBG FUND											\$ -
PROFESSIONAL SERVICES	\$ 30,000										\$ 30,000
215 LLMD-ASSMT DIST #67 FUND											\$ -
GAS & ELECTRIC (SDG&E)	\$ 28,000	\$ 20,727				\$ 2,109					\$ 5,164
PROFESSIONAL SERVICES	\$ 2,000										\$ 2,000
216 HOUSING AUTHORITY											\$ -
AUTO ALLOWANCE	\$ 50	\$ 48									\$ 2
CELL PHONE ALLOWANCE	\$ 20	\$ 15									\$ 5
FICA	\$ 2,774	\$ 2,907									\$ (133)
LIFE INSURANCE		\$ (17)									\$ 17
MGT MEDICAL REIMBURSEMENT	\$ 40	\$ 37									\$ 3
PERS-CITY PORTION	\$ 5,785	\$ 6,051									\$ (266)
PROFESSIONAL SERVICES	\$ 11,085	\$ 8,185	\$ 275					\$ 2,624			\$ 1
SALARIES FULL-TIME	\$ 1,910	\$ 1,909									\$ 1
SALARIES PART-TIME	\$ 35,396	\$ 37,135									\$ (1,739)
SECTION 125 CAFETERIA	\$ 637	\$ 583									\$ 54
UNEMPLOYMENT INSURANCE	\$ 434	\$ 434									\$ -
217 HOUSING AUTHORITY-BOND											\$ -
ATTORNEY SERVICES		\$ -									\$ -
PROFESSIONAL SERVICES	\$ 275,000	\$ 212,500									\$ 62,500
245 RDA PA#1 LOW/MOD HSG-S/A											\$ -
PROFESSIONAL SERVICES		\$ -									\$ -
301 SA DEBT SERVICE FUND											\$ -
BOND INTEREST (2010 TAB)	\$ 1,058,910	\$ 1,058,716									\$ 194
BOND PRINCIPAL (2010 TAB)	\$ 235,000	\$ -									\$ 235,000
INTEREST BOND (2013 TAB)	\$ 762,957	\$ 762,957									\$ 1
303 REDEV OBLIG RETIRE FUND											\$ -
ATTORNEY SERVICES	\$ 170,000	\$ 135,523	\$ 10,493					\$ 3,525			\$ 20,459

City of Imperial Beach
Warrant Register as Budgeted (FY2015)
Current as of 06/25/2015

	Budget	Previous Warrant Registers	2015-06-03	2015-06-08	2015-06-09	2015-06-11	2015-06-19	2015-06-25	2015-06-24	2015-06-22	Remaining Budget
AUTO ALLOWANCE	\$ 600	\$ 333									\$ 267
CELL PHONE ALLOWANCE	\$ 400	\$ 73									\$ 327
EQUIPMENT		\$ -									\$ -
FEES & LICENSES	\$ 2,375	\$ 1,702									\$ 673
FICA	\$ 28,951	\$ 23,780									\$ 5,171
GAS & ELECTRIC (SDG&E)	\$ 70,050	\$ 62,419				\$ 1,272	\$ 5,254				\$ 1,106
INTEREST PMT-CITY LOAN	\$ 635										\$ 635
LIFE INSURANCE	\$ 649	\$ 589									\$ 60
MAINTENANCE & REPAIR	\$ 45,020	\$ 34,586	\$ 1,158				\$ 1,127				\$ 8,149
MEMBERSHIP DUES	\$ 800	\$ 695									\$ 105
OPERATING SUPPLIES	\$ 15,045	\$ 7,490	\$ 2,876			\$ 771					\$ 3,909
OTHER SERVICES & CHARGES	\$ 8,400	\$ 3,768									\$ 4,632
OVERTIME	\$ 13,200	\$ 12,254									\$ 946
PERS-CITY PORTION	\$ 44,543	\$ 40,791									\$ 3,752
PRINCIPAL PMT-CITY LOAN	\$ 122,761										\$ 122,761
PROFESSIONAL SERVICES	\$ 1,348,266	\$ 903,275	\$ 330			\$ 143,632	\$ 5,494				\$ 295,535
RENT-EQUIPMENT	\$ 1,000										\$ 1,000
SALARIES FULL-TIME	\$ 325,523	\$ 270,956									\$ 54,567
SECTION 125 CAFETERIA	\$ 62,784	\$ 48,685									\$ 14,099
SECURITY & ALARM	\$ 4,000	\$ 3,304				\$ 294					\$ 402
SMALL TOOLS/NON-CAPITAL	\$ 7,000	\$ 747						\$ 3,445			\$ 2,809
STAND-BY PAY	\$ 19,000	\$ 16,836									\$ 2,164
TECHNICAL SERVICES	\$ 2,574,100	\$ 2,431,961	\$ 821			\$ 75		\$ 131			\$ 141,112
TEMPORARY STAFFING	\$ 25,000	\$ 19,782	\$ 1,939				\$ 1,722				\$ 1,557
TRAVEL, TRAINING, MEETING	\$ 1,980	\$ 1,980									\$ -
UNEMPLOYMENT INSURANCE	\$ 7,765	\$ 1,892									\$ 5,873
UTILITIES-TELEPHONE	\$ 4,000	\$ 880	\$ 19								\$ 3,101
UTILITIES-WATER	\$ 3,500	\$ 2,804									\$ 696
WORKER'S COMP INSURANCE	\$ 6,532	\$ 6,528									\$ 4
Revenue						\$ 131	\$ 7,068				
Asset			\$ 192				\$ 18				
Liability			\$ 4,022	\$ 3,673	\$ 11,623	\$ 11,883	\$ 17,287	\$ 100	\$ 50	\$ 619	
Fund Balance											
Grand Total			\$ 218,761	\$ 3,673	\$ 11,623	\$ 227,167	\$ 667,588	\$ 38,168	\$ 50	\$ 619	

FY16 Expenditures not listed

\$ 4,398 \$ 784

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	INVOICE	PO #	PER/YEAR	CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION					TRN AMOUNT
06/03/2015	86780	ACACIA LANDSCAPE, CO.	1942				5,950.00
101-6020-452.21-04	05/29/2015	MAY 2015 PARKS MAINT		5217	150173	11/2015	2,975.00
101-6020-452.21-04	04/30/2015	APR 2015		5196	150173	10/2015	2,975.00
06/03/2015	86781	AT&T	2430				2,925.48
503-1923-419.27-04	05/20/2015	3372571583448		6615169		10/2015	364.92
503-1923-419.27-04	05/20/2015	3393431504727		6613592		10/2015	182.47
503-1923-419.27-04	05/20/2015	3393439371447		6616240		10/2015	182.47
503-1923-419.27-04	05/20/2015	3393442323406		6616547		10/2015	182.47
101-1210-413.27-04	05/17/2015	6194235034		6604349		10/2015	17.86
101-3020-422.27-04	05/17/2015	6194237246664		6603585		10/2015	.69
101-5020-432.27-04	05/15/2015	6194238311966		6599215		10/2015	5.96
101-3030-423.27-04	05/15/2015	6194238322966		6599216		10/2015	7.29
503-1923-419.27-04	05/11/2015	6194243481712		6571511		10/2015	17.56
101-1230-413.27-04	05/17/2015	6196281356950		6603588		10/2015	16.29
101-1920-419.27-04	05/17/2015	6196282018442		6603594		10/2015	.10
601-5060-436.27-04	05/15/2015	C602221236777		6599207		10/2015	18.83
101-1920-419.27-04	05/15/2015	C602224829777		6600265		10/2015	107.45
101-1110-412.27-04	05/15/2015	C602224831777		6600267		10/2015	276.13
101-1020-411.27-04	05/15/2015	C602224832777		6600268		10/2015	61.26
101-1230-413.27-04	05/15/2015	C602224833777		6600269		10/2015	323.94
101-1130-412.27-04	05/15/2015	C602224834777		6600270		10/2015	48.36
101-1210-413.27-04	05/15/2015	C602224835777		6600271		10/2015	201.37
101-6030-453.27-04	05/15/2015	C602224836777		6600272		10/2015	79.31
101-6010-451.27-04	05/15/2015	C602224837777		6600273		10/2015	.32
101-3020-422.27-04	05/15/2015	C602224838777		6600274		10/2015	308.00
101-3030-423.27-04	05/15/2015	C602224839777		6600275		10/2015	217.63
101-5020-432.27-04	05/15/2015	C602224840777		6600276		10/2015	304.80
06/03/2015	86782	ATKINS NORTH AMERICA, INC.	2455				36.38
402-5000-532.20-06	04/30/2015	MAR 2015 IB REDVPMNT RVW		1812511	150713	09/2015	36.38
06/03/2015	86783	AVI SYSTEMS, INC.	2227				6,267.04
101-1920-419.21-04	05/18/2015	EOC MONITOR INSTALLATION		43468300	150662	11/2015	6,267.04
06/03/2015	86784	ART AYALA	1567				54.00
101-3030-423.28-04	06/01/2015	REIMBURSE EMT FEES		026242		12/2015	54.00
06/03/2015	86785	BOCA RIO PRINT	2				120.00
101-0000-203.22-00	02/19/2015	REFUND BID FEE		4517		11/2015	120.00
06/03/2015	86786	CALIFORNIA COMMERCIAL ASPHALT	590				1,024.65
101-5010-431.30-02	05/12/2015	ASPHALT TACK		150776	150031	11/2015	45.36
101-6020-452.21-04	05/12/2015	WALKWAY ASPHALT/SP PARK		150777	150031	11/2015	979.29
06/03/2015	86787	CANDACE UNGER OR TIMOTHY ONEAL	2				116.00
101-0000-121.00-00	05/28/2015	REFUND OVERPYMT PT #63828		PT #63828		11/2015	116.00
06/03/2015	86788	CITY OF SAN DIEGO	896				769.87
601-5060-436.21-04	05/13/2015	JAN-MAR 2015 SEWER TRANSP		1000134402	150562	11/2015	769.87

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/03/2015	86789	COPY POST PRINTING	1371				193.93
101-1210-413.28-11	05/20/2015	6X9 WINDOW ENVELOPES	28649	150708	11/2015	193.93	
06/03/2015	86790	EAGLE NEWSPAPER	1204				2,418.30
101-1020-411.28-07	04/01/2015	APR 2015 DISPLAY ADS	88025	150216	10/2015	517.30	
101-1020-411.28-07	04/08/2015	APR 2015 LEGAL ADS	88124	150216	10/2015	40.00	
101-1020-411.28-07	04/29/2015	APR 2015 LEGAL ADS	88448	150216	10/2015	225.00	
101-5040-434.28-07	04/01/2015	APR 2015 PW DISPLAY ADS	88025	150017	10/2015	155.00	
101-5050-435.30-02	04/01/2015	APR 2015 PW DISPLAY ADS	88025	150017	10/2015	55.00	
601-5060-536.20-06	04/01/2015	APR 2015 PW DISPLAY ADS	88025	150017	10/2015	110.00	
201-5000-532.20-06	04/08/2015	APR 2015 LEGAL ADS	88124	150017	10/2015	110.00	
601-5060-536.20-06	04/08/2015	APR 2015 LEGAL ADS	88124	150017	10/2015	110.00	
201-5000-532.20-06	04/15/2015	APR 2015 LEGAL ADS	88227	150017	10/2015	110.00	
202-5016-531.20-06	04/15/2015	APR 2015 LEGAL ADS	88227	150017	10/2015	110.00	
601-5060-536.20-06	04/15/2015	APR 2015 LEGAL ADS	88227	150017	10/2015	110.00	
201-5000-532.20-06	04/22/2015	APR 2015 LEGAL ADS	88354	150017	10/2015	110.00	
202-5016-531.20-06	04/22/2015	APR 2015 LEGAL ADS	88354	150017	10/2015	110.00	
202-5016-531.20-06	04/29/2015	APR 2015 LEGAL ADS	88448	150017	10/2015	110.00	
101-1010-411.29-04	04/08/2015	APR 2015 OPEN HOUSE AD	88124	150017	10/2015	281.00	
101-1010-411.29-04	04/15/2015	APR 2015 OPEN HOUSE ADS	88227	150017	10/2015	155.00	
06/03/2015	86791	FIDELITY SECURITY LIFE INSURAN	2476				277.38
101-0000-209.01-18	06/02/2015	PE 6/11/15 JUNE 2015	5055570		12/2015	138.69	
101-0000-209.01-18	06/02/2015	PE 6/18/15 JUNE 2015	5055570		12/2015	138.69	
06/03/2015	86792	FLO-SYSTEMS, INC.	946				448.44
601-5060-436.28-01	05/22/2015	MECHANICAL SEAL	F15325-15X102-7	150351	11/2015	448.44	
06/03/2015	86793	GO-STAFF, INC.	2031				2,928.33
601-5060-436.21-01	05/19/2015	W/E 05/17/15 GADAGA,C	143390	150279	11/2015	867.84	
101-1210-413.21-01	05/26/2015	W/E 05/25/15 FERGUSON,N	143750	150072	11/2015	989.25	
601-5060-436.21-01	05/26/2015	W/E 05/25/15 GADAGA,C	143751	150279	11/2015	1,071.24	
06/03/2015	86794	GRAINGER	1051				3,418.20
601-5060-436.30-02	05/05/2015	DISPOSABEL GLVOES	9733881537	150007	11/2015	2,668.60	
601-5060-436.30-02	05/05/2015	DISPOSABLE GLOVES	9734110118	150007	11/2015	207.23	
601-5060-436.28-01	05/27/2015	PS VENT MOTORS	9751804601	150007	11/2015	542.37	
06/03/2015	86795	JACQUELINE SUE STENZEL	2491				160.00
101-6030-453.20-06	05/29/2015	MAY 2015 SENIOR YOGA	23	150228	11/2015	160.00	
06/03/2015	86796	JOSE D CORTEZ	2				76.00
101-0000-121.00-00	05/28/2015	REFUND OVERPYMT PT #67114	PT #67114		11/2015	76.00	
06/03/2015	86797	KANE, BALLMER & BERKMAN	1828				17,890.19
303-1250-413.20-01	05/07/2015	APR 2015	21244		10/2015	717.50	
303-1250-413.20-01	05/07/2015	APR 2015	21243		10/2015	6,847.50	
303-1250-413.20-01	05/06/2015	APR 2015	21249		10/2015	327.69	
303-1250-413.20-01	05/07/2015	APR 2015	21236		10/2015	300.00	

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				402-5000-532.20-06	05/07/2015	APR 2015	21241		10/2015	7,122.50	
				303-1250-413.20-01	05/07/2015	APR 2015	21239		10/2015	2,200.00	
				303-1250-413.20-01	05/07/2015	APR 2015	21240		10/2015	100.00	
				216-1240-413.20-06	05/07/2015	APR 2015	21242		10/2015	275.00	
06/03/2015	86798	MCDUGAL LOVE ECKIS &	962							26,282.44	
				101-1220-413.20-02	04/30/2015	APR 2015	88096	150116	10/2015	8,227.00	
				502-1922-419.20-01	04/30/2015	APR 2015	88095		10/2015	5,146.80	
				502-1922-419.20-01	04/30/2015	APR 2015	88097		10/2015	101.15	
				502-1922-419.20-01	04/30/2015	APR 2015	88098		10/2015	8,302.43	
				101-1220-413.20-01	04/30/2015	APR 2015	88100		10/2015	592.45	
				101-1220-413.20-01	04/30/2015	APR 2015	88099		10/2015	1,907.68	
				502-1922-419.20-01	04/30/2015	APR 2015	88149		10/2015	2,004.93	
06/03/2015	86799	NOLTE ASSOCIATES, INC.	2600							4,287.50	
				101-0000-221.01-02	05/05/2015	MAR 2015 PLAN CHECKS	30476		09/2015	1,160.00	
				101-0000-221.01-02	05/05/2015	MAR 2015 PLAN CHECKS	30474		09/2015	2,465.00	
				401-5020-432.20-06	06/01/2015	APR 2015 ALLEY IMPRVMENTS	31393	150204	10/2015	662.50	
06/03/2015	86800	OFFICE DEPOT, INC	1262							222.58	
				101-1230-413.30-02	05/01/2015	BUSINESS CARDS/FOLTZ,T	737812286001	150000	11/2015	88.17	
				101-1110-412.29-04	05/08/2015	ADDRESS LABELS	769745667001	150000	11/2015	9.53	
				101-1210-413.30-01	05/21/2015	POCKET FOLDERS/BINDERS	771884373001	150000	11/2015	90.33	
				101-1110-412.29-04	04/17/2015	FILE FOLDER TABS	766189812001	150000	10/2015	12.93	
				101-1210-413.30-01	09/18/2014	CR RTND FAN/CLEAN WIPES	730729494-001	150000	03/2015	37.23	
				101-1010-411.28-11	04/30/2015	MAYOR DEDINA BUSINESS CRD	767883735001	150000	10/2015	44.09	
				101-1130-412.30-02	03/25/2015	BATTERIES	762233932001	150000	09/2015	14.76	
06/03/2015	86801	ONE SOURCE DISTRIBUTORS	1071							167.02	
				601-5060-436.28-01	05/07/2015	3POS KNOBS	S4697475.001	150010	11/2015	167.02	
06/03/2015	86802	PYRO SPECTACULARS, INC	2592							12,750.00	
				101-1120-412.20-06	05/14/2015	2015 FIREWORKS	6500	F15188	11/2015	12,750.00	
06/03/2015	86803	RANCHO AUTO & TRUCK PARTS	1685							313.99	
				501-1921-419.28-16	05/20/2015	#603 BLOWER MOTOR	7693-231807	150014	11/2015	115.34	
				501-1921-419.28-16	05/20/2015	OIL/AIR FILTERS	7693-231815	150014	11/2015	54.04	
				501-1921-419.28-16	05/21/2015	#602 CRIVERWORKS CHASSIS	7693-231888	150014	11/2015	40.62	
				501-1921-419.28-16	05/26/2015	#141 DRUMS/ROTORS/PAD SET	7693-232339	150014	11/2015	77.97	
				501-1921-419.28-16	05/27/2015	OIL FILTERS/WIPER BLADES	7693-232497	150014	11/2015	23.35	
				501-1921-419.28-16	05/27/2015	CARQUEST FILTER	7693-232510	150014	11/2015	2.67	
06/03/2015	86804	RAPID SCALE, INC	2591							821.10	
				503-1923-419.21-04	05/31/2015	MAY 2015 EMAIL EXCHANGE	4917	150191	11/2015	821.10	
06/03/2015	86805	SANDRA GUEVARA	2631							28.85	
				101-3040-424.30-02	04/30/2015	REIMBURSE-COMDEV COUNTER	501222263476		10/2015	28.85	
06/03/2015	86806	SKS INC.	412							3,195.76	
				501-1921-419.28-15	05/21/2015	908 GAL REF FUEL	1270378-IN	150041	11/2015	3,195.76	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT	
06/03/2015	86807	SOUTHWEST WETLANDS INTERPRETIV	2629					3,532.04
101-1230-513.20-06	04/08/2015	JAN-MAR 2015 GRANT ADMIN	1556	150714	09/2015			2,035.65
101-1230-513.20-06	04/08/2015	2014 GRANT ADMIN	1524	150714	06/2015			1,496.39
06/03/2015	86808	SPARKLETTS	2341					153.75
101-3020-422.30-02	05/08/2015	APR 2015	12529930 050815	150213	11/2015			153.75
06/03/2015	86809	KEARNY PEARSON FORD	2485					77,280.60
501-1921-419.50-04	05/11/2015	2015 FORD F-150 SUPER CAB	CIB-004	150653	11/2015			27,495.40
501-1921-419.50-04	05/11/2015	2015 FORD F-150 SUPER CAB	CIB-005	150653	11/2015			24,892.60
501-1921-419.50-04	05/19/2015	2015 FORD F-150 CUPER CAB	CIB-006	150653	11/2015			24,892.60
06/03/2015	86810	KEARNY PEARSON FORD	2485					42,624.79
501-1921-419.50-04	05/19/2015	2015 FORD F-350 UTILTY BO	CIB-007	150653	11/2015			42,624.79
06/03/2015	86811	U.S. BANK	1873					995.61
101-1010-411.28-04	04/09/2015	PATTON,R-2015 FORUM REGIS	04-09-2015	150671	10/2015			350.00
101-1010-411.28-04	04/09/2015	PATTON,R-WORKSHOP REGISTR	04-09-2015	150671	10/2015			195.00
101-1010-411.28-04	04/09/2015	PATTON,R-FORUM LODGING	121844134628	150671	10/2015			450.61
06/03/2015	86812	UNDERGROUND SERVICE ALERT OF	731					51.00
601-5060-436.21-04	06/01/2015	MAY 2015	520150330	150089	11/2015			51.00
06/03/2015	86813	URS CORPORATION	2550					980.00
101-5050-540.20-06	05/18/2015	APR 2015 WQIP-TJ RIVERSHD	6273339	150277	11/2015			980.00
06/08/2015	86814	DANNIE D CARROLL	4					3,673.00
101-0000-221.01-05	05/19/2015	REFUND BOND DEP 1341 EAST	TEP 15-30		11/2015			3,673.00
06/11/2015	86815	AFTER SCHOOL UNLIMITED	2					100.00
101-0000-203.22-00	06/05/2015	REFUND BID FEE 13/14	5053		12/2015			100.00
06/11/2015	86816	AGRICULTURAL PEST CONTROL	123					95.00
101-6020-452.21-04	05/26/2015	MAY 2015 MAINTENANCE	360854	150096	11/2015			95.00
06/11/2015	86817	AMERICAN MESSAGING	1759					86.15
101-3020-422.27-05	06/01/2015	JUN 2015	L1074045PF	150100	12/2015			32.82
101-3030-423.30-02	06/01/2015	JUN 2015	L1074045PF	150100	12/2015			53.33
06/11/2015	86818	ARROWHEAD MOUNTAIN SPRING WATE	1340					200.66
101-5020-432.30-02	05/22/2015	APR/MAY 2015	15E0026726646	150183	11/2015			156.39
101-1010-411.30-02	05/22/2015	MAY 2015	05E0031149578	150175	11/2015			44.27
06/11/2015	86819	ASBURY ENVIRONMENTAL SERVICES	277					35.00
501-1921-419.29-04	05/26/2015	RECYCLE OIL/FILTERS	130500985	150003	11/2015			35.00
06/11/2015	86820	A TEL COMMUNICATIONS, INC.	2355					300.00
101-1920-419.30-02	06/02/2015	JUN/JUL 2015	41494	150506	12/2015			300.00
06/11/2015	86821	AVI SYSTEMS, INC.	2227					1,857.53
101-1920-419.21-04	05/19/2015	AMPLIFIER ADDITION SYSTEM	43526300	150701	11/2015			1,857.53

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT		
06/11/2015 101-5010-431	86822 21-04	AZTEC LANDSCAPING INC 05/31/2015	310 MAY 2015	0027683-IN	150079 11/2015	1,499.00 1,499.00		
06/11/2015 601-5060-536	86823 20-06	BLUE PACIFIC ENGINEERING & CON 05/29/2015	2604 MAIN LINE MICROTUNNELING	5	150496 11/2015	143,632.27 143,632.27		
06/11/2015 101-1920-419 101-1920-419	86824 21-04 21-04	BOB HOFFMAN VIDEO PRODUCTION 04/03/2015 05/28/2015	457 APR 2015 CONSULTING TECH CONSULTING AND SWITC	SQ962624 SQ991727	130879 10/2015 F15190 11/2015	380.00 190.00 190.00		
06/11/2015 101-0000-203	86825 22-00	BOCA RIO PRINT 06/05/2015	2 REFUND BID FEE FY 14/15	5519	12/2015	120.00 120.00		
06/11/2015 101-6010-451	86826 21-04	BOYS & GIRLS CLUBS OF SOUTH CO 06/04/2015	489 JUN-JUL 2015 SCHOLARSHIPS	856	150558 12/2015	1,760.00 1,760.00		
06/11/2015 503-1923-419 503-1923-419	86827 21-04 29-04	COX COMMUNICATIONS 05/25/2015 06/01/2015	1073 05/25-06/24 3110039780701 06/01-06/30 3110015533201	06-15-2015 06-22-2015	150087 12/2015 150087 12/2015	1,037.62 1,000.00 37.62		
06/11/2015 101-5040-434	86828 28-11	EAGLE NEWSPAPER 04/22/2015	1204 APR 2015 DISPLAY AD	88354	150017 10/2015	245.00 245.00		
06/11/2015 501-1921-419	86829 28-01	GRAY & SONS FLEET INSPECTIONS 06/03/2015	1054 E239/#117/#108/#109-SMOG	991354	F15189 12/2015	220.00 220.00		
06/11/2015 101-5010-431	86830 21-23	HUDSON SAFE-T LITE RENTALS 05/20/2015	2382 TRAFFIC PAINT/PAVEMENT MK	00030797	150062 11/2015	1,168.55 1,168.55		
06/11/2015 101-0000-209	86831 01-08	I B FIREFIGHTERS ASSOCIATION 06/04/2015	214 PAYROLL AP PPE 5/28/15	20150604	12/2015	450.00 450.00		
06/11/2015 101-5040-434 101-5040-434 101-5040-434 101-5040-434	86832 29-04 29-04 29-04 29-04	I LOVE A CLEAN SAN DIEGO 05/08/2015 05/08/2015 03/31/2015 03/31/2015	278 APR 2015 OUTREACH APR 2015 OUTREACH MAR 2015 OUTREACH/SPONSHP MAR 2015 OUTREACH/SPONSHP	15-3761 15-3761 15-3740 15-3740	150711 11/2015 150711 11/2015 150711 09/2015 150711 09/2015	1,750.00 236.27 138.73 1,236.27 138.73		
06/11/2015 101-1010-411	86833 29-04	IB LOCAL NEWS 04/10/2015	2661 APR 2015 DISPLAY ADS	548758	10/2015	180.00 180.00		
06/11/2015 501-1921-419 501-1921-419	86834 28-16 28-16	INTERSTATE BATTERY OF SAN DIEG 05/20/2015 06/03/2015	388 #603 RTND #100 MTP-96R	930014457 930014647	150008 11/2015 150008 12/2015	107.07 3.24 110.31		
06/11/2015 101-1210-413	86835 28-11	JET GRAPHICS, INC. 06/01/2015	2022 BL STOCK PAPER	120321-C	150709 12/2015	581.81 581.81		
06/11/2015 402-5000-532	86836 20-06	KEYSER MARSTON ASSOC INC 05/11/2015	620 APR 2015 BIKEWAY VILLAGE	0028378	150712 10/2015	912.14 912.14		

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	201-5000-532.20-06	04/30/2015	APR 2015 13TH ST CLASS 2			JB32017X12		150553	10/2015		492.35
06/11/2015	86838	LIGHTHOUSE, INC	787								350.87
	501-1921-419.28-16	06/01/2015	HALOGEN BULBS/GROMMETS			0155649		150036	12/2015		34.73
	501-1921-419.50-04	06/01/2015	VERTEZ SUPER LED 9" CABLE			0155650		150036	12/2015		316.14
06/11/2015	86839	LLOYD PEST CONTROL	814								272.00
	101-1910-419.20-22	05/12/2015	MAY 2015 PUBLIC WORKS			4696802		150074	11/2015		53.00
	101-1910-419.20-22	05/14/2015	MAY 2015 CITY HALL			4710836		150074	11/2015		36.00
	101-1910-419.20-22	05/14/2015	MAY 2015 FIRE DEPT			4710837		150074	11/2015		36.00
	101-1910-419.20-22	05/14/2015	MAY 2015 SHERIFF DEPT			4710978		150074	11/2015		36.00
	101-1910-419.20-22	05/14/2015	MAY 2015 SPORTS PARK			4695149		150074	11/2015		51.00
	101-1910-419.20-22	05/14/2015	MAY 2015 DEMPSEY CENTER			4697080		150074	11/2015		60.00
06/11/2015	86840	MICHAEL W ALLEN	4								6,941.00
	101-0000-221.01-05	06/09/2015	BOND REFUND -950 7TH ST			TEP 15-35			12/2015		6,941.00
06/11/2015	86841	PADRE JANITORIAL SUPPLIES	1430								1,093.72
	101-1910-419.30-02	05/26/2015	PLASTIC SEAT COVERS			371577		150020	11/2015		22.77
	101-1910-419.30-02	05/15/2015	JANITORIAL SUPPLIES			371229		150020	11/2015		347.93
	101-1910-419.30-02	06/03/2015	JANITORIAL SUPPLIES			371885		150020	12/2015		278.71
	101-1910-419.30-02	05/26/2015	GLASS CLEANER			371229-1		150020	11/2015		24.28
	101-6040-454.30-02	05/26/2015	JANITORIAL SUPPLIES			371445		150020	11/2015		280.43
	101-6040-454.30-02	05/29/2015	JANITORIAL SUPPLIES			371727		150020	11/2015		139.60
06/11/2015	86842	PARTNERSHIP WITH INDUSTRY	1302								1,218.10
	101-6040-454.21-04	05/15/2015	P/E 05/15/2015			GS06236		150119	11/2015		365.43
	101-6040-454.21-04	05/15/2015	P/E 05/15/2015			GS06236		150119	11/2015		365.43
	101-6040-454.21-04	05/15/2015	P/E 05/15/2015			GS06236		150119	11/2015		487.24
06/11/2015	86843	PRINCIPAL FINANCIAL GROUP	2414								4,272.07
	101-0000-209.01-14	05/21/2015	PAYROLL AP PPE 5/14/15			20150521			11/2015		659.61
	101-0000-209.01-16	05/21/2015	PAYROLL AP PPE 5/14/15			20150521			11/2015		651.98
	101-0000-209.01-21	05/21/2015	PAYROLL AP PPE 5/14/15			20150521			11/2015		818.41
	101-0000-209.01-14	06/04/2015	PR AP PPE 5/28/15			20150604			12/2015		664.99
	101-0000-209.01-16	06/04/2015	PRAP PPE 5/28/15			20150604			12/2015		651.98
	101-0000-209.01-21	06/04/2015	PR AP PPE 5/28/15			20150604			12/2015		825.10
06/11/2015	86844	PROPERTY MANAGEMENT TRUST	2								131.00
	101-0000-321.72-10	06/09/2015	REFUND-SYVERSON, V 14/7016			7041			12/2015		40.00
	101-0000-344.76-03	06/09/2015	REFUND-SYVERSON, V 14/7016			7041			12/2015		10.00
	101-0000-323.71-03	06/09/2015	REFUND-SYVERSON, V 14/7016			7041			12/2015		10.00
	101-0000-323.71-03	06/09/2015	REFUND-SYVERSON, V 14/7016			7041			12/2015		50.00
	101-0000-371.83-09	06/09/2015	REFUND-SYVERSON, V 14/7016			7041			12/2015		1.00
	101-0000-321.72-10	06/09/2015	REFUND-SYVERSON, V 14/7016			7041			12/2015		20.00
06/11/2015	86845	PROTECTION ONE ALARM MONITORIN	69								293.50
	601-5060-436.20-23	05/20/2015	JUN 2015			103321672		150090	12/2015		293.50

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		BUG KILLER	2771	150755	11/2015	770.53		
06/11/2015 101-1230-513.20-06	86847 04/24/2015	REVELL COASTAL, LLC	2655					7,262.74
		MAR 2015 WKSHP ATTENDANCE	14-004-03	150665	10/2015	7,262.74		
06/11/2015 101-6030-453.30-02	86848 06/01/2015	SCRIPT-IN-HAND PLAYERS	2595					100.00
		06/11/2015 PERFORMANCE	06-11-2015	F15187	12/2015	100.00		
06/11/2015 101-5010-431.27-01	86849 06/03/2015	SDGE	289					7,474.41
		06/03/2015	0646 753 1938 04/30-06/01	06-18-2015	11/2015	7.81		
		06/03/2015	1694 230 1484 04/30-06/01	06-18-2015	11/2015	15.68		
		06/01/2015	1912 409 2723 04/28-05/28	06-16-2015	11/2015	8.08		
		06/04/2015	2081 689 7619 05/01-06/02	06-19-2015	11/2015	631.02		
		06/03/2015	3062 843 3719 04/30-06/01	06-18-2015	11/2015	11.32		
		06/03/2015	3448 930 9646 04/30-06/01	06-18-2015	11/2015	7.81		
		06/03/2015	5153 272 6717 04/30-06/01	06-18-2015	11/2015	11.72		
		06/01/2015	5280 340 6641 04/28-05/28	06-16-2015	11/2015	80.02		
		06/01/2015	5576 188 0541 04/28-05/28	06-16-2015	11/2015	7.78		
		06/02/2015	8773 823 6424 04/29-05/31	06-17-2015	11/2015	1,271.53		
		06/03/2015	9476 001 6989 04/30-06/01	06-18-2015	11/2015	705.09		
		06/04/2015	0175 275 3776 05/01-06/02	06-19-2015	11/2015	465.34		
		06/04/2015	0824 329 2041 05/01-06/02	06-19-2015	11/2015	285.03		
		06/04/2015	2081 689 1273 05/01-06/02	06-19-2015	11/2015	386.81		
		06/04/2015	2081 692 3399 05/01-06/02	06-19-2015	11/2015	12.28		
		06/04/2015	2083 847 9032 05/01-06/02	06-19-2015	11/2015	91.70		
		06/02/2015	2741 969 9359 04/30-05/31	06-17-2015	11/2015	175.37		
		06/02/2015	2819 871 6315 04/30-05/31	06-17-2015	11/2015	2,108.65		
		06/04/2015	3206 700 9265 05/01-06/02	06-19-2015	11/2015	77.98		
		06/04/2015	5456 692 8951 05/01-06/02	06-19-2015	11/2015	35.79		
		06/04/2015	6921 003 2109 05/01-06/02	06-19-2015	11/2015	517.24		
		06/04/2015	7706 795 7872 05/01-06/02	06-19-2015	11/2015	10.52		
		06/04/2015	9327 898 1346 05/01-06/02	06-19-2015	11/2015	457.58		
		06/04/2015	9956 693 6272 05/01-06/02	06-19-2015	11/2015	92.26		
06/11/2015 501-1921-419.28-15	86850 05/28/2015	SKS INC.	412					3,586.54
		1090 GAL REG FUEL	1270493-IN	150041	11/2015	3,586.54		
06/11/2015 601-5060-436.21-04	86851 05/19/2015	SLOAN ELECTRIC COMPANY	417					75.00
		PUMP STATION SVC CALL	0065070	150055	11/2015	75.00		
06/11/2015 101-3020-422.28-01	86852 03/31/2015	SOUTH COAST FIRE EQUIPMENT, IN	2627					13,269.96
		FIRE ENGINE PAINT/BODY WK	475275		09/2015	13,269.96		
06/11/2015 101-1210-413.30-01	86853 05/30/2015	SPARKLETTS	2341					41.37
		MAY 2015	10552239 053015	150193	11/2015	41.37		
06/11/2015 101-3020-422.27-05	86854 05/29/2015	SPRINT	2040					149.97
		04/26-05/25/2015	594768811-090	150194	11/2015	149.97		

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101-1210-413.20-27	05/31/2015	MAY 2015 COLLECTIONS	1146072		11/2015	119.37		
06/11/2015	86856	TRISTAR RISK MANAGEMENT	2617					4,398.40
502-0000-106.03-00	06/04/2015	MAY 2015 WORKERS COMP	96257		11/2015	4,398.40		
06/11/2015	86857	WAXIE SANITARY SUPPLY	802					2,832.89
101-6040-454.30-02	05/18/2015	JANITORIAL SUPPLIES	75277688	150011	11/2015	929.66		
101-6040-454.30-02	05/28/2015	JANITORIAL SUPPLIES	75296866	150011	11/2015	425.94		
101-6040-454.30-02	01/21/2015	JANITORIAL SUPPLIES	75053212	150011	07/2015	1,477.29		
06/11/2015	86858	WILLIAM BUCHANON	2608					270.49
101-3020-422.28-04	04/17/2015	REIMBURSE COURSE FEES	04-17-2015		12/2015	170.00		
101-3020-422.28-04	05/01/2015	REIMBURSE COURSE FEES	05-01-2015		12/2015	81.00		
101-3020-422.28-04	04/13/2015	REIMBURSE COURSE FEES	MIR-0156005-2		12/2015	19.49		
06/11/2015	86859	STEVEN DUSH	2674					15,000.00
101-1230-413.29-04	05/15/2015	RELOCATION EXPENSES	05-15-2015	150758	11/2015	15,000.00		
06/19/2015	86860	ALL AMERICAN SEWER TOOLS	1436					1,126.84
601-5060-436.28-01	06/08/2015	VACTOR NOZZLES	51044	150044	12/2015	1,126.84		
06/19/2015	86861	CLAMBAKE CATERING	2666					1,099.08
101-1130-412.29-02	05/25/2015	2015 EMPLOYEE APPRECIATIN	4	150705	11/2015	1,099.08		
06/19/2015	86862	CLEAN HARBORS	913					1,092.00
101-5040-434.21-04	06/04/2015	MAY 2015	1000958126	150023	11/2015	1,092.00		
06/19/2015	86863	CORELOGIC SOLUTIONS, LLC	2657					207.00
101-1210-413.21-04	05/31/2015	MAY 2015 PROP DATA SEARCH	81489132	150568	11/2015	24.00		
101-3020-422.21-04	05/31/2015	MAY 2015 PROP DATA SEARCH	81489132	150568	11/2015	3.00		
101-3040-424.21-04	05/31/2015	MAY 2015 PROP DATA SEARCH	81489132	150568	11/2015	171.00		
101-5050-435.21-04	05/31/2015	MAY 2015 PROP DATA SEARCH	81489132	150568	11/2015	9.00		
06/19/2015	86864	COUNTY OF SAN DIEGO	1055					1,890.50
101-3010-421.21-04	06/18/2015	MAY 2015 PARKING PENALTY	05/15		11/2015	1,890.50		
06/19/2015	86865	COUNTY OF SAN DIEGO RCS	1065					3,706.08
101-3010-421.21-25	06/01/2015	MAY 2015 RADIOS	15CTOFIBN11	150411	11/2015	2,272.50		
101-3020-422.21-25	06/01/2015	MAY 2015 RADIOS	15CTOFIBN11	150411	11/2015	556.50		
101-3030-423.21-25	06/01/2015	MAY 2015 RADIOS	15CTOFIBN11	150411	11/2015	877.08		
06/19/2015	86866	COX COMMUNICATIONS	1073					230.00
101-5050-435.21-04	06/06/2015	06/04-07/03 3110091187001	06-25-2015	150087	12/2015	230.00		
06/19/2015	86867	CTE INC, CLARK TELECOM & ELECT	2316					6,062.55
101-6020-452.21-04	05/26/2015	SPORTS PRK LIGHTING MAINT	00002381	150751	11/2015	914.10		
101-6020-452.21-04	05/26/2015	SPORTS PRK LIGHTING MAINT	0002382	150751	11/2015	5,148.45		
06/19/2015	86868	D.A.R. CONTRACTORS	1122					347.00
101-3050-425.20-06	06/04/2015	MAY 2015	051501229	150195	11/2015	347.00		

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06/19/2015	86870	DOWNSTREAM SERVICES, INC.	1593				595.00
101-5050-435.21-04	06/02/2015	MAY 2015 STORM WATER MAIN	73673	150399	11/2015	595.00	
06/19/2015	86871	EAGLE NEWSPAPER	1204				746.00
401-1230-413.20-06	04/15/2015	APR 2015 DISPLAY ADS	88227	150017	10/2015	746.00	
06/19/2015	86872	ED VEA	2484				196.02
101-1230-413.29-04	01/16/2015	COPIES COUNTY RECORDS	2015007078		12/2015	8.00	
101-1010-411.28-04	01/22/2015	BRAGG,L CHAMBER BREAKFAST	587375		12/2015	10.00	
101-1010-411.28-04	02/26/2015	BRAGG,L CHAMBER BREAKFAST	587376		12/2015	10.00	
101-1230-413.28-04	03/06/2015	WADE,G-SANDAG PRKNG FEES	11430		12/2015	1.25	
101-1230-413.28-04	03/06/2015	WADE,G-SANDAG PRKNG FEES	63922		12/2015	2.00	
101-1120-412.20-06	03/12/2015	SYMPHONY RECEPTION	046013027858		12/2015	30.27	
101-1110-412.30-02	03/24/2015	VEA,E-CLEANING SUPPLIES	04177D		12/2015	14.49	
101-1130-412.29-02	04/06/2015	CORTEZ/MORENO EMPLOY	2		12/2015	40.00	
101-3070-427.30-02	04/15/2015	SEIFERT,L KEY COPY/CODE	021613		12/2015	5.94	
101-1110-412.28-04	04/23/2015	VEA,E CHAMBER BREAKFAST	04-23-2015		12/2015	10.00	
101-1020-411.28-04	04/27/2015	CARBALLO,S-DCC LUNCHEON	4698		12/2015	15.11	
101-1020-411.28-04	05/08/2015	CC WEEK EMPLOYEE BKFAST	05-08-2015		12/2015	17.98	
101-1110-412.28-04	05/28/2015	VEA,E CHAMBER BREAKFAST	05-28-2015		12/2015	10.00	
101-1110-412.28-04	06/01/2015	EMPLOYEE APPRECIATION DH	078106010492		12/2015	18.99	
101-1230-413.30-02	06/02/2015	CUMMING,E-REIMBURSE FOR	06-02-2015		12/2015	1.99	
06/19/2015	86873	EL TAPATIO INC	1407				258.39
101-1010-411.28-04	06/17/2015	06/17/15 CITY COUNCIL MEE	11297	F15198	12/2015	258.39	
06/19/2015	86874	FEDERAL EXPRESS CORP.	911				50.58
101-1210-413.28-09	06/05/2015	MAY 2015 OVERNGHT POSTAGE	5-055-44072	150114	11/2015	50.58	
06/19/2015	86875	GEOCON INC.	2206				5,494.00
601-5060-536.20-06	06/01/2015	MAY 2015	1505087	150206	11/2015	5,494.00	
06/19/2015	86876	GERALDINE MEIJER	4				5,554.00
101-0000-221.01-05	06/10/2015	BOND REFUND-346 EVERGREEN	TEP 15-21		12/2015	5,554.00	
06/19/2015	86877	GO-STAFF, INC.	2031				4,492.56
101-1210-413.21-01	06/02/2015	W/E 05/31/15 FERGUSON,N	144115	150072	11/2015	600.22	
601-5060-436.21-01	06/02/2015	W/E 05/31/15 GADAGA,C	144116	150279	11/2015	650.88	
101-1210-413.21-01	06/09/2015	W/E 06/07/15 FERGUSON,N	144483	150072	12/2015	989.25	
601-5060-436.21-01	06/09/2015	W/E 06/07/15 GADAGA,C	144484	150279	12/2015	1,071.24	
101-1230-413.21-01	06/02/2015	W/E 05/31/15 LOPEZ,L	144114	150113	11/2015	712.97	
101-1230-413.21-01	06/09/2015	W/E 06/07/15 LOPEZ,L	144482	150113	12/2015	468.00	
06/19/2015	86878	GTC SYSTEMS INC	1910				1,800.00
503-1923-419.20-06	06/03/2015	VPN SETUP	39203	150510	12/2015	1,800.00	
06/19/2015	86879	IMPERIAL BEACH TROPHIES	319				135.00
101-1010-411.29-04	05/05/2015	CUSTOM SUBLIMINATED PLATE	6346	F15186	11/2015	91.80	

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	101-1010-411.29-04				06/18/2015	PLATE FOR ARTWORK IN MAYO	6517	F15197	12/2015	43.20	
06/19/2015	86880	JOHN FRENCH	534							630.00	
	101-1920-419.29-01				06/01/2015	TUITION REIMBURSEMENT	2015 FRENCH	150361	12/2015	630.00	
06/19/2015	86881	KIM A MIKHAEL	1680							150.00	
	101-3010-421.20-06				06/09/2015	05/18/15 PRKNG CITE APPLS	06-09-2015	150274	12/2015	150.00	
06/19/2015	86882	KOA CORPORATION	611							1,389.15	
	401-1230-413.20-06				04/30/2015	APR 2015 AS NEEDED TRAFFI	JB14106X23	150757	10/2015	1,389.15	
06/19/2015	86883	LIGHTHOUSE, INC	787							1,229.36	
	501-1921-419.50-04				06/08/2015	#110 LIGHTBAR	0157819	150036	12/2015	1,075.31	
	501-1921-419.50-04				06/09/2015	#110 SWITCH BOX/COND WIRE	0158233/0158979	150036	12/2015	142.71	
	501-1921-419.50-04				06/09/2015	#110 GROMMET KIT	0158234/0158975	150036	12/2015	11.34	
06/19/2015	86884	LLOYD PEST CONTROL	814							53.00	
	101-1910-419.20-22				05/08/2015	MAY 2015 MV CENTER	4711029	150074	11/2015	53.00	
06/19/2015	86885	MANAGED SOLUTION	2672							9,990.00	
	503-1923-419.20-06				06/09/2015	OFFICE 365 MIGRATION PROJ	37959	150754	12/2015	9,990.00	
06/19/2015	86886	MASON'S ALIGNMENT, BRAKES	921							143.77	
	501-1921-419.28-01				06/16/2015	#603 LEAK DETECTION PUMP	25924	150037	12/2015	143.77	
06/19/2015	86887	NOLTE ASSOCIATES, INC.	2600							52,121.23	
	401-5020-532.20-06				06/03/2015	APR 2015 ELM AVE IMPRVMT	31707	150654	10/2015	49,520.00	
	303-1250-413.20-06				05/05/2015	MAR 2015 BREAKWATER SWPPP	30473	150753	09/2015	2,601.23	
06/19/2015	86888	OFFICE DEPOT, INC	1262							422.11	
	101-1010-411.28-04				05/20/2015	COFFEE	771670637001	150000	11/2015	12.43	
	101-1020-411.30-01				05/21/2015	COPY PAPER/BUS PAPER/MISC	771876082001	150000	11/2015	56.76	
	101-6030-453.28-11				05/23/2015	SR CENTER ENVELOPES	771914838001	150000	11/2015	94.61	
	101-1210-413.30-01				05/26/2015	TONER CARTRIDAGE/FILE FOL	772261565001	150000	11/2015	138.50	
	101-1230-413.28-11				05/28/2015	DUSH, STEVEN BUSINESS CRD	772285607001	150000	11/2015	44.09	
	101-1230-413.28-11				05/28/2015	DUSH, STEVEN BUSINESS CRD	772286372001	150000	11/2015	44.09	
	101-5020-432.30-01				05/28/2015	LABEL PROTECTORS	772869412001	150000	11/2015	31.63	
06/19/2015	86889	ORIGINAL WATERMEN, INC.	2370							9,791.96	
	101-3035-423.25-03				06/05/2015	JR LG UNIFORM ITEMS	33692	150775	12/2015	9,791.96	
06/19/2015	86890	PARTERRE	1695							3,795.00	
	101-6020-452.21-04				06/10/2015	DESIGN SVCS/TREE RMVAL	06-10-2015	150707	12/2015	3,795.00	
06/19/2015	86891	PERLITA SHOUSE	1296							68.49	
	101-3030-423.30-02				07/22/2014	2014 LG GROUP PHOTO PRINT	078187001241		12/2015	6.47	
	101-1210-413.30-02				07/24/2014	CUSTODIAN KEY COPY	07-24-2014		12/2015	1.72	
	101-1130-412.28-06				09/25/2014	MORENO,N MILEAGE REIMBURS	09-25-2014		12/2015	9.29	
	101-1130-412.28-06				11/06/2014	MORENO,N MILEAGE REIMBURS	11-06-2014		12/2015	10.53	
	101-1210-413.30-02				10/24/2014	CITY VEHICLE CAR WASH	00000736		12/2015	8.99	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	CHECK AMOUNT	
	950-0000-106.00-00				12/23/2014	SUDBERY DEPOSIT FEES	12-23-2014		12/2015		18.00	
	101-1210-413.28-04				05/22/2015	SHOUSE,P PARKING FEES	415669		12/2015		10.00	
	101-3030-423.28-01				06/15/2015	WOODEN DOWELS	6698535-000		12/2015		3.49	
06/19/2015	86892	PITNEY BOWES	1369								2,519.99	
	101-1920-419.28-09				06/07/2015	MAY 2015 POSTAGE REFILL	07-05-2015	150335	11/2015		2,519.99	
06/19/2015	86893	RELIABLE TIRES COMPANY	136								27.00	
	101-5040-434.21-04				06/09/2015	JUN 15 DELIVER USED TIRES	92726	F15192	12/2015		13.50	
	101-5040-434.21-04				06/11/2015	DELIVER USED TIRES	92782	F15193	12/2015		13.50	
06/19/2015	86894	SAN DIEGO GAS & ELECTRIC	1399								20,867.51	
	101-3020-422.27-01				06/09/2015	1008 786 9371 04/30-06/01	06-25-2015		11/2015		51.12	
	101-1910-419.27-01				06/09/2015	1008 786 9371 04/30-06/01	06-25-2015		11/2015		168.26	
	101-5010-431.27-01				06/09/2015	1008 860 4389 04/28-05/28	06-25-2015		11/2015		240.58	
	101-3020-422.27-01				06/09/2015	1980 769 7764 04/29-05/31	06-25-2015		11/2015		3,942.34	
	601-5060-436.27-01				06/09/2015	5263 521 9238 04/28-05/28	06-25-2015		11/2015		10.00	
	101-6020-452.27-01				06/09/2015	5649 771 4749 05/01-06/02	06-25-2015		11/2015		7.55	
	101-5010-431.27-01				06/09/2015	5649 771 4749 04/30-06/01	06-25-2015		11/2015		8,489.75	
	101-5010-431.27-01				06/09/2015	8507 517 8464 05/01-06/01	06-25-2015		11/2015		131.79	
	601-5060-436.27-01				06/09/2015	8507 517 8464 05/01-06/02	06-25-2015		11/2015		99.97	
	101-6020-452.27-01				06/09/2015	8507 517 8464 05/01-06/02	06-25-2015		11/2015		1,058.39	
	601-5060-436.27-01				06/09/2015	8541 770 1270 05/01-06/02	06-25-2015		11/2015		5,143.96	
	101-5020-432.27-01				06/09/2015	9169 299 2261 04/27-05/27	06-25-2015		11/2015		1,523.80	
06/19/2015	86895	SAN DIEGO COUNTY SHERIFF	882								506,822.16	
	101-3010-421.20-06				05/29/2015	APR 2015 LAW ENF SERVICES	05-29-2015		10/2015		499,753.87	
	101-0000-338.60-03				05/29/2015	APR 2015 TOW FEE CREDIT	05-29-2015		10/2015		1,265.04	
	212-0000-336.40-02				05/29/2015	APR 2015 COPPS PROG	05-29-2015		10/2015		8,333.33	
06/19/2015	86896	SHRED SAN DIEGO LLC.	2079								308.00	
	101-1020-411.20-06				06/09/2015	SHREDDING SERVICES	34191	F15196	12/2015		308.00	
06/19/2015	86897	SKS INC.	412								8,761.78	
	501-1921-419.28-15				06/04/2015	487 G DIESEL/1090 G REGLR	1270655-IN	150041	12/2015		4,826.75	
	501-1921-419.28-15				06/11/2015	143 G DIESEL/1152 G REG	1270808-IN	150041	12/2015		3,935.03	
06/19/2015	86898	SOUTHWEST SIGNAL SERVICE	488								160.00	
	101-5010-431.21-04				05/29/2015	MAY 2015 MAINT	51924	150032	11/2015		160.00	
06/19/2015	86899	SPARKLETTTS	2341								144.91	
	101-3020-422.30-02				06/05/2015	MAY 2015 DELIVERY	12529930 060515	150213	12/2015		144.91	
06/19/2015	86900	TYRA MOE	2170								600.00	
	101-1920-419.29-01				05/26/2015	TUITION REIMBURSEMENT	2015 MOE	150360	11/2015		600.00	
06/19/2015	86901	WAXIE SANITARY SUPPLY	802								678.72	
	101-6040-454.30-02				06/03/2015	JANITORIAL SUPPLIES	75309024	150011	12/2015		557.61	
	101-1910-419.30-02				06/05/2015	JANITORIAL SUPPLIES	75312565	150011	12/2015		121.11	
06/24/2015	86902	SAN DIEGO COUNTY ASSESSOR	2120								50.00	
	101-0000-221.01-03				06/17/2015	RIGHT OF ENTRY PERMIT FEE	06-17-2015		12/2015		50.00	

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #					CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT		
06/25/2015	86903	CALIFORNIA DENTAL	2480					784.32
101-0000-209.01-12	06/16/2015	JUL 2015 DENTAL INSURANCE	JUL 2015		01/2016	392.16		392.16
101-0000-209.01-12	06/16/2015	JUL 2015 DENTAL INSURANCE	JUL 2015		01/2016	392.16		392.16
06/25/2015	86904	CHULA VISTA ELECTRIC CO	1859					3,402.24
101-3020-422.21-04	05/31/2015	UNDERGROUND CONDUITS REPR	6191002	150405	11/2015	3,402.24		3,402.24
06/25/2015	86905	COUNTY RECORDER	1818					50.00
101-0000-221.01-02	06/02/2015	NOE 976 7TH STREET	MF 1182		12/2015	50.00		50.00
06/25/2015	86906	COUNTY RECORDER	1818					50.00
101-0000-221.01-02	05/26/2015	NOE 800 SEACOAST DR	MF 1168		11/2015	50.00		50.00
06/25/2015	86907	DIGITAL ONE COLOR, INC.	2675					2,994.93
101-3020-422.21-04	06/17/2015	BRANDING FOR F150 & F350	041912	F15200	12/2015	2,994.93		2,994.93
06/25/2015	86908	DUNN EDWARDS CORPORATION	1197					526.46
101-5010-431.30-02	06/11/2015	GRAFFITI PAINT	2068139771	150026	12/2015	526.46		526.46
06/25/2015	86909	GREGORY WADE	1506					420.00
101-1230-413.11-08	06/01/2015	2015 HC REIMBURSEMENT	2015 WADE	150752	12/2015	420.00		420.00
06/25/2015	86910	KANE, BALLMER & BERKMAN	1828					9,902.88
303-1250-413.20-01	06/03/2015	MAY 2015	21331	150768	11/2015	1,018.75		1,018.75
303-1250-413.20-01	06/03/2015	MAY 2015	21332	150769	11/2015	15.43		15.43
303-1250-413.20-01	06/03/2015	MAY 2015	21357	150770	11/2015	670.77		670.77
303-1250-413.20-01	06/03/2015	MAY 2015	21323	150771	11/2015	847.50		847.50
303-1250-413.20-01	06/03/2015	MAY 2015	21330	150767	12/2015	550.00		550.00
303-1250-413.20-01	06/03/2015	MAY 2015	20949	150762	11/2015	55.00		55.00
303-1250-413.20-01	06/03/2015	MAY 2015	21326	150763	11/2015	330.00		330.00
303-1250-413.20-01	06/03/2015	MAY 2015	21327	150764	11/2015	37.50		37.50
402-5000-532.20-06	06/03/2015	MAY 2015	21328	150765	11/2015	4,662.93		4,662.93
216-1240-413.20-06	06/03/2015	MAY 2015	21329	150766	11/2015	1,715.00		1,715.00
06/25/2015	86911	KEYSER MARSTON ASSOC INC	620					909.38
216-1240-413.20-06	06/08/2015	MAY 2015 HABITAT SVCS	0028419	150778	11/2015	909.38		909.38
06/25/2015	86912	NADIA I. MORENO	2622					36.11
101-1130-412.28-06	05/14/2015	MILEAGE REIMBURSEMENT	05-14-2015		11/2015	36.11		36.11
06/25/2015	86913	PARTNERSHIP WITH INDUSTRY	1302					768.32
101-6040-454.21-04	05/31/2015	P/E 05/31/2015	GS06296	150119	11/2015	230.50		230.50
101-6040-454.21-04	05/31/2015	P/E 05/31/2015	GS06296	150119	11/2015	230.50		230.50
101-6040-454.21-04	05/31/2015	P/E 05/31/2015	GS06296	150119	11/2015	307.32		307.32
06/25/2015	86914	PRAXAIR DISTRIBUTION INC	1652					45.15
501-1921-419.28-15	06/09/2015	LIQUEFIED PETROLEUM GAS	52883351	150001	12/2015	45.15		45.15
06/25/2015	86915	PROJECT DESIGN CONSULTANT	65					13,489.83
401-1230-413.20-06	06/09/2015	MAY 2015 PALM AVE CC MSTR	85891	140823	11/2015	13,489.83		13,489.83

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
06/25/2015	86916	PRUDENTIAL OVERALL SUPPLY	72			519.52	
101-5020-432.25-03	05/27/2015	05/27/15 PW UNIFORMS	30501931	150077	11/2015	134.74	
101-5020-432.25-03	06/03/2015	06/03/15 PW UNIFORMS	30503440	150077	12/2015	125.02	
101-5020-432.25-03	06/10/2015	06/10/15 PW UNIFORMS	30504947	150077	12/2015	134.74	
101-5020-432.25-03	06/17/2015	06/17/15 PW UNIFORMS	30506763	150077	12/2015	125.02	
06/25/2015	86917	RICOH USA, INC.	2392			59.00	
101-5020-432.30-01	06/17/2015	INVOICE# 1055690989 FOR O	1055690989	F15203	12/2015	59.00	
06/25/2015	86918	ROBERTA OTERO-PETTY CASH	2229			227.29	
101-5020-432.28-04	06/09/2015	PAPER TOWELS & PLATES	5199		12/2015	7.86	
501-1921-419.28-16	06/16/2015	#153 SPARE KEYS	06-16-2015		12/2015	3.43	
101-1910-419.30-02	06/23/2015	LOCKER TOP PLEXIGLASS	17968		12/2015	162.00	
101-1910-419.30-02	06/23/2015	SHERIFF PLEXIGLASS	17972		12/2015	54.00	
06/25/2015	86919	SHARP REES-STEALY MEDICAL CNTR	390			1,154.00	
101-1130-412.21-04	05/09/2015	APR 2015 EMPLOYMNT EXAMS	284	150271	10/2015	234.00	
101-3030-423.21-04	05/09/2015	APR 2015 EMPLOYMNT EXAMS	284	150271	10/2015	525.00	
101-6040-454.21-04	05/09/2015	APR 2015 EMPLOYMNT EXAMS	284	150271	10/2015	264.00	
601-5060-436.21-04	05/09/2015	APR 2015 EMPLOYMNT EXAMS	284	150271	10/2015	131.00	
06/25/2015	86920	T-MAN TRAFFIC SUPPLY	2469			168.50	
101-5010-431.21-23	06/04/2015	STENCIL GUARD	3168	150066	12/2015	168.50	
06/25/2015	86921	UNITED RENTALS (NORTH AMERICA)	2669			3,444.51	
601-5060-436.30-22	06/15/2015	WACKER PUMP	129167515-001	150706	12/2015	3,444.51	
DATE RANGE TOTAL *						1,148,856.66 *	

PREPARED 06/30/2015, 7:53:40
 PROGRAM: GM176L
 CITY OF IMPERIAL BEACH
 BANK: 02 UNION BANK-EFT

ELECTRONIC FUNDS TRANSFER REGISTER
 FROM: 06/02/2015 TO: 06/29/2015

PAYMENT NO	VENDOR NO	VENDOR NAME	TRANSFER DATE	AMOUNT	TRACE NUMBER	EFT BATCH	BANK CODE
15	120	AFLAC	06/09/2015	673.68	122000490000001	0000001	02
16	2650	CALIFORNIA STATE DISBURSEMENT UNIT	06/09/2015	426.91	122000490000002	0000001	02
26	2650	CALIFORNIA STATE DISBURSEMENT UNIT	06/22/2015	426.91	122000490000001	0000001	02
17	941	COLONIAL LIFE & ACCIDENT	06/09/2015	100.18	122000490000003	0000001	02
22	214	I B FIREFIGHTERS ASSOCIATION	06/19/2015	450.00	122000490000001	0000001	02
18	242	ICMA RETIREMENT TRUST 457	06/09/2015	7,633.21	122000490000004	0000001	02
23	242	ICMA RETIREMENT TRUST 457	06/19/2015	7,662.70	122000490000002	0000001	02
19	1821	SEIU LOCAL 221	06/09/2015	1,374.00	122000490000005	0000001	02
24	1821	SEIU LOCAL 221	06/19/2015	1,529.89	122000490000003	0000001	02
27	2663	STATE OF CALIFORNIA FTB	06/22/2015	192.48	122000490000002	0000001	02
20	2458	US BANK	06/09/2015	1,415.30	122000490000006	0000001	02
21	2458	US BANK	06/09/2015	.00	122000490000001	0000002	02
25	2458	US BANK	06/19/2015	2,090.50	122000490000004	0000001	02

BANK: 02 UNION BANK-EFT

23,975.76 NO. OF CHECKS: 13

TOTAL FOR ALL BANKS:

23,975.76 NO. OF CHECKS: 13

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL AA
FROM: ANDY HALL, CITY MANAGER
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: ADMINISTRATIVE SERVICES DEPARTMENT DSB
SUBJECT: RECEIVE TREASURER'S REPORT

EXECUTIVE SUMMARY:

The monthly treasurer's report is submitted for review. Contained in this report is a complete listing of assets, monthly transactions, portfolio summary, statement of compliance with investment policy and a statement that the city has adequate funds to meet cash flow needs.

RECOMMENDATION:

Staff recommends that the City Council receive the monthly treasurer's report.

RATIONALE:

In compliance with the Investment Policy, staff is providing a monthly Treasurers Report which details the City's investment portfolio.

OPTIONS:

1. Receive the monthly treasurer's report.

BACKGROUND:

The City staff has been directed to provide a monthly treasurers report. Within this report is a detailed asset listing, monthly transaction history, a portfolio summary, a statement of compliance with the investment policy and a statement that the city has adequate funds to meet cash flow needs.

ANALYSIS:

The City has contracted with a third party trustee, US Bank, to provide monthly reporting of assets invested on behalf of the City by Chandler Asset Management. The attached monthly statement from US Bank provides the investment analysis to include a listing of assets, monthly transactions, and a portfolio summary. Please refer to the monthly statement for details. During the current fiscal year, the portfolio has earned \$185,352 in interest income and increased the market value by \$81,820.

In addition to the funds invested by Chandler Asset Management, the City has cash in an Escrow Account reserved for the 9th and Palm project, the Local Area Investment Fund, our checking account is with Union Bank, and 2010 Bond Reserves deposited with Wells Fargo. The total amount of cash deposits equal **\$30,577,799**.

The funds in which this cash belongs to are listed in the table below. Within each of these funds, the cash is categorized as unassigned, assigned, or restricted. The details of these designations can be found in the City's Financial Statements.

City of Imperial Beach

Treasurer Report: Cash by Fund = Deposit Account
Current as of 05/31/2015

CASH BY FUND (cash belongs here)

	Actual
* GENERAL FUND	\$ 13,841,430
* HOUSING AUTHORITY	\$ 346,774
* 2010 BOND FUND	\$ 5,388,466
* OTHER GOVERNMENT FUNDS	\$ 1,779,363
* SEWER FUND	\$ 2,845,019
* INTERNAL SERVICES	\$ 4,991,543
* AGENCY FUNDS	\$ 389,653
* SUCESSOR AGENCY	\$ 995,546
Grand Total	\$ 30,577,794

CASH DEPOSIT ACCOUNTS (cash deposited here)

	Actual
9TH AND PALM ESCROW ACCOUNT	\$ 155,290
CHANDLER ASSET MANAGEMENT	\$ 24,584,234
LOCAL AREA INVESTMENT FUND	\$ 4,075,343
UNION BANK	\$ 1,762,932
Grand Total	\$ 30,577,799

Chadler Asset Management Reconciliation

Value excluding Market Appreciation	\$ 24,584,234
Market Appreciation	\$ 81,820
Total Market Value	\$ 24,666,054

WELLS FARGO-2010 BOND RESERVE ACCOUNT \$ 2,811,330

The transactions and holdings as detailed in the monthly statement are in compliance with the City's Investment Policy (see attachment 2). The City has adequate funds to meet its cash flow requirements for the next six months.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The interest income is included in the fiscal budget.

Attachments:

1. US Bank monthly statement.
2. Chandler Asset Management Compliance Statement.



CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015

000002427 2 SP 106481059400060 P

CITY OF IMPERIAL BEACH
ATTN: CLAUDIA & PERLITE SHOUSE
825 IMPERIAL BEACH BLVD
IMPERIAL BEACH, CA 91932-2702

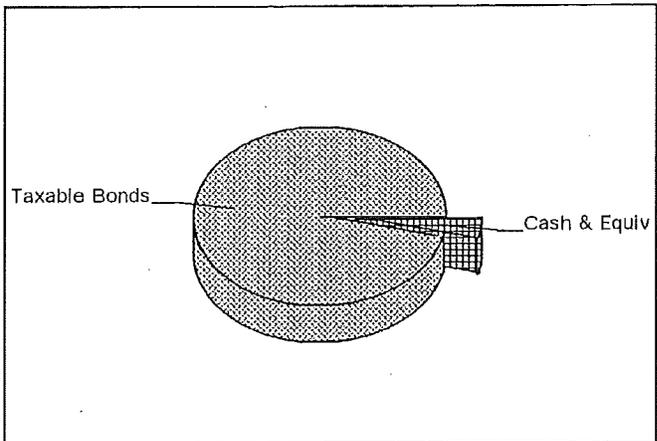
QUESTIONS?

If you have any questions regarding
your account or this statement, please
call your Relationship Manager:

Christopher Stewart
CN-OH-W5IT
6225 Lusk Boulevard
San Diego, CA
92121

ASSET SUMMARY AS OF 05/31/15

	<u>Market Value</u>	<u>% of Total</u>	<u>Est Annual Income</u>
Taxable Bonds	\$24,289,027.65	98.5	\$259,934.15
Cash & Equivalents	\$377,026.90	1.5	\$995.21
Total Market Value	\$24,666,054.55	100.0	\$260,929.36



ASSET DETAIL

<u>Shares/ Par</u>	<u>Security Description</u>	<u>CUSIP</u>	<u>Market Value/ Price</u>	<u>Cost Basis</u>	<u>Yield At Market</u>	<u>Est Annual Inc</u>
Taxable Bonds						
300,000.000	Federal Farm Credit Bks 0.550 08/17/2015	3133EADW5	\$300,285.00 100.095	\$300,693.00	0.55	\$1,650.00
335,000.000	Federal Home Loan Bks 0.375 08/28/2015	313383V81	335,211.05 100.063	335,321.60	0.38	1,256.25
500,000.000	F H L M C Deb 0.450 09/04/2015	3134G3J76	500,440.00 100.088	500,080.00	0.45	2,250.00
370,000.000	Federal Farm Credit Bks 1.500 11/16/2015	31331J2S1	371,727.90 100.467	378,809.70	1.49	5,550.00
485,000.000	Federal Home Loan Bks 0.500 11/20/2015	313380L96	485,732.35 100.151	485,562.60	0.50	2,425.00
325,000.000	F N M A Deb 0.375 12/21/2015	3135G0SB0	325,295.75 100.091	324,008.75	0.38	1,218.75
500,000.000	U S Treasury Note 0.375 01/15/2016	912828UG3	500,625.00 100.125	499,044.64	0.38	1,875.00



CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015**ASSET DETAIL (continued)**

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
Taxable Bonds						
365,000.000	Apple Inc 0.450 05/03/2016	037833AH3	365,193.45 100.053	362,335.50	0.45	1,642.50
500,000.000	U S Treasury Note 0.250 05/15/2016	912828VC1	499,845.00 99.969	496,173.55	0.25	1,250.00
350,000.000	Google Inc 2.125 05/19/2016	38259PAC6	355,519.50 101.577	363,604.50	2.09	7,437.50
500,000.000	Federal Home Loan Bks 0.375 06/24/2016	3133834R9	499,915.00 99.983	497,105.00	0.38	1,875.00
350,000.000	Chevron Corp 0.889 06/24/2016	166764AC4	351,113.00 100.318	351,704.50	0.89	3,111.50
485,000.000	F N M A Deb 0.625 08/26/2016	3135G0YE7	485,999.10 100.206	485,164.90	0.62	3,031.25
350,000.000	3M Company 1.375 09/29/2016	88579YAD3	353,528.00 101.008	355,827.50	1.36	4,812.50
285,000.000	Intel Corp 1.950 10/01/2016	458140AH3	289,782.30 101.678	294,014.55	1.92	5,557.50
95,513.470	Honda Auto Receivables Owner Trust A B S Ser 2013 1 CI A3 0.480 11/21/2016	43814CAC3	95,501.05 99.987	95,569.43	0.45	427.90
500,000.000	U S Treasury Note 0.875 11/30/2016	912828RU6	503,010.00 100.602	502,228.24	0.87	4,375.00
500,000.000	Federal Farm Credit Bks 0.875 12/07/2016	3133ECWV2	502,480.00 100.496	500,130.00	0.87	4,375.00
485,000.000	Federal Home Loan Bks 0.625 12/28/2016	3130A0C65	485,708.10 100.146	483,666.25	0.62	3,031.25
290,000.000	F N M A M T N 1.250 01/30/2017	3135G0GY3	292,844.90 100.981	292,981.88	1.24	3,625.00
500,000.000	U S Treasury Note 0.875 01/31/2017	912828SC5	502,890.00 100.578	500,861.05	0.87	4,375.00
1,000,000.000	Berkshire Hathaway Inc 1.900 01/31/2017	084670BD9	1,019,450.00 101.945	1,016,000.00	1.86	19,000.00
2,000,000.000	Jp Morgan Chase CO Medium Term Note 02/06/2017 Var	48125VLC2	2,032,180.00 101.609	2,000,000.00	1.72	35,000.00
500,000.000	F H L M C M T N 1.000 03/08/2017	3137EADC0	503,300.00 100.660	500,160.00	0.99	5,000.00
450,000.000	U S Treasury Note 0.750 03/15/2017	912828C32	451,687.50 100.375	448,612.83	0.75	3,375.00
300,000.000	General Elec Cap Corp Medium Term Note 2.300 04/27/2017	36962G5W0	307,389.00 102.463	309,714.00	2.24	6,900.00
485,000.000	U S Treasury Note 0.875 04/30/2017	912828SS0	487,764.50 100.570	484,509.05	0.87	4,243.75
500,000.000	F H L M C M T N 1.250 05/12/2017	3137EADF3	505,415.00 101.083	503,265.00	1.24	6,250.00
100,000.000	Pfizer Inc 1.100 05/15/2017	717081DJ9	100,486.00 100.486	99,912.00	1.09	1,100.00
300,000.000	US Bancorp Medium Term Note 1.650 05/15/2017	91159HHD5	303,720.00 101.240	304,026.00	1.63	4,950.00



CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015**ASSET DETAIL (continued)**

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
Taxable Bonds						
190,000.000	F H L M C M T N 1.000 06/29/2017	3137EADH9	191,223.60 100.644	191,271.10	0.99	1,900.00
250,000.000	Chase Issuance Trust A B S Ser 2012 A5 CI A5 0.590 08/15/2017	161571FL3	250,045.00 100.018	250,458.98	0.59	1,475.00
500,000.000	F N M A Deb 0.875 08/28/2017	3135G0MZ3	501,070.00 100.214	497,800.00	0.87	4,375.00
240,000.000	F N M A 1.000 09/27/2017	3135G0ZL0	241,108.80 100.462	239,143.20	0.99	2,400.00
500,000.000	F H L M C M T N 1.000 09/29/2017	3137EADL0	501,890.00 100.378	497,116.50	1.00	5,000.00
185,000.000	Federal Farm Credit Bks 1.160 10/23/2017	3133EDDV1	185,858.40 100.464	186,443.00	1.15	2,146.00
500,000.000	U S Treasury Note 0.750 10/31/2017	912828TW0	499,920.00 99.984	493,946.99	0.75	3,750.00
215,000.000	American Honda Finance Medium Term Note 1.550 12/11/2017	02665WAQ4	217,087.65 100.971	214,800.05	1.53	3,332.50
205,000.000	Toyota Auto Reveivables Owner Trust A B S Ser 2014 A CI A3 0.670 12/15/2017	89231MAC9	204,959.00 99.980	204,962.12	0.67	1,373.50
300,000.000	Wells Fargo Company 1.500 01/16/2018	94974BFG0	301,524.00 100.508	298,596.00	1.49	4,500.00
500,000.000	U S Treasury Note 0.875 01/31/2018	912828UU7	500,430.00 100.086	497,775.12	0.87	4,375.00
310,000.000	IBM Corp 1.125 02/06/2018	459200HZ7	309,330.40 99.784	309,054.50	1.13	3,487.50
500,000.000	U S Treasury Note 0.750 02/28/2018	912828UR9	498,240.00 99.648	494,611.05	0.75	3,750.00
510,000.000	F H L M C Deb 0.875 03/07/2018	3137EADP1	508,995.30 99.803	501,677.31	0.88	4,462.50
315,000.000	Charles Schwab Corp 1.500 03/10/2018	808513AK1	316,512.00 100.480	314,969.60	1.49	4,725.00
115,000.000	John Deere Capital Corp 1.300 03/12/2018	24422ESB6	115,118.45 100.103	114,088.05	1.30	1,495.00
200,000.000	Honda Auto Receivables Owner Trust A B S Ser 2014 2 CI A3 0.770 03/19/2018	43814GAC4	200,086.00 100.043	199,975.96	0.69	1,386.00
285,000.000	John Deere Owner Trust C M O Ser 2014 A CI A3 0.920 04/16/2018	47787VAC5	285,393.30 100.138	284,954.34	0.92	2,622.00
500,000.000	Federal Home Loan Bks 1.125 04/25/2018	3130A4GJ5	502,425.00 100.485	501,467.00	1.12	5,625.00
370,000.000	Qualcomm Inc 1.400 05/18/2018	747525AG8	369,870.50 99.965	369,416.00	1.40	5,180.00
500,000.000	F N M A Deb 0.875 05/21/2018	3135G0WJ8	497,560.00 99.512	490,030.70	0.88	4,375.00
200,000.000	Honda Auto Receivables Owner Trust A B S Ser 2014 3 CI A3 0.880 06/15/2018	43814HAC2	200,146.00 100.073	199,961.42	0.88	1,760.00



CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015**ASSET DETAIL (continued)**

Shares/ Par	Security Description	CUSIP	Market Value/ Price	Cost Basis	Yield At Market	Est Annual Inc
Taxable Bonds						
500,000.000	U S Treasury Note 1.375 09/30/2018	912828RH5	505,040.00 101.008	501,759.49	1.36	6,875.00
500,000.000	U S Treasury Note 1.250 10/31/2018	912828WD8	502,580.00 100.516	499,005.58	1.24	6,250.00
265,000.000	John Deere Owner Trust A B S Ser 2014 B CI A3 1.070 11/15/2018	477877AD6	265,466.40 100.176	265,028.99	1.07	2,835.50
230,000.000	Toyota Auto Receivables Owner Trust A B S Ser 2015 A CI A3 1.440 02/15/2019	89236WAC2	230,469.20 100.204	229,965.22	1.44	3,312.00
280,000.000	Honda Auto Receivables Owner Trust A B S Ser 2015 2 CI A3 1.320 02/21/2019	43813NAC0	280,025.20 100.009	279,957.02	1.32	3,696.00
500,000.000	F H L M C Deb 1.250 08/01/2019	3137EADK2	496,950.00 99.390	496,880.00	1.26	6,250.00
500,000.000	F H L M C M T N 1.250 10/02/2019	3137EADM8	495,665.00 99.133	494,500.00	1.26	6,250.00
	Total Taxable Bonds		\$24,289,027.65	\$24,190,701.31		\$259,934.15
Cash & Equivalents						
350,000.000	Bank Of Tokyo Mitsubis C P 06/29/2015	06538CTV3	349,961.50 99.989	349,657.00	0.28	993.61
27,065.400	First American Government Obligation Fund CI Y	31846V203	27,065.40 1.000	27,065.40	0.01	1.60
	Income Cash		\$390,130.77	\$390,130.77		\$0.00
	Principal Cash		- \$390,130.77	- \$390,130.77		\$0.00
	Total Cash & Equivalents		\$377,026.90	\$376,722.40		\$995.21
	Total Investments		\$24,666,054.55	\$24,567,423.71		\$260,929.36

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.



CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015

CASH SUMMARY

	<u>Income Cash</u>	<u>Principal Cash</u>	<u>Total</u>
Beginning Cash Balance	\$362,134.02	- \$362,134.02	\$0.00
Receipts			
Interest	27,996.75	0.00	27,996.75
Sales/Maturities	0.00	2,151,255.78	2,151,255.78
Cash Equivalent Sales	0.00	546,285.13	546,285.13
Total Cash Receipts	<u>\$27,996.75</u>	<u>\$2,697,540.91</u>	<u>\$2,725,537.66</u>
Disbursements			
Trust & Investment Fees	0.00	- 104.17	- 104.17
Purchases	0.00	- 2,182,298.15	- 2,182,298.15
Cash Equivalent Purchases	0.00	- 543,135.34	- 543,135.34
Total Cash Disbursements	<u>\$0.00</u>	<u>- \$2,725,537.66</u>	<u>- \$2,725,537.66</u>
Ending Cash Balance	<u>\$390,130.77</u>	<u>- \$390,130.77</u>	<u>\$0.00</u>



CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015

TRANSACTION DETAIL

<u>Date Posted</u>	<u>Description</u>	<u>Income Cash</u>	<u>Principal Cash</u>	<u>Balance</u>
05/01/15	Beginning Cash Balance	\$362,134.02	- \$362,134.02	\$0.00
05/01/15	Purchased 500,000 Par Value Of F H L M C Deb 1.250% 8/01/19 Trade Date 4/29/15 Purchased Through Citigroup Global Markets Inc. Purchased On The OTC Bulletin Board 500,000 Par Value At 99.376 %		- 496,880.00	- 496,880.00
05/01/15	Paid Accrued Interest On Purchase Of F H L M C Deb 1.250% 8/01/19 Income Debit 1,562.50- USD	- 1,562.50		- 498,442.50
05/01/15	Matured 500,000 Par Value Of F F C B Deb 0.500% 5/01/15 Trade Date 5/1/15 500,000 Par Value At 100 %		500,000.00	1,557.50
05/01/15	Interest Earned On F F C B Deb 0.500% 5/01/15 0.0025 USD/\$1 Pv On 500,000 Par Value Due 5/1/15	1,250.00		2,807.50
05/01/15	Interest Earned On First Amer Govt Oblig Fund Cl Y Interest From 4/1/15 To 4/30/15	0.28		2,807.78
05/04/15	Interest Earned On Apple Inc 0.450% 5/03/16 0.00225 USD/\$1 Pv On 365,000 Par Value Due 5/3/15	821.25		3,629.03
05/06/15	Interest Earned On Jp Morgan Chase Mtn 1.750% 2/06/17 0.004375 USD/\$1 Pv On 2,000,000 Par Value Due 5/6/15	8,750.00		12,379.03
05/12/15	Interest Earned On F H L M C M T N 1.250% 5/12/17 0.00625 USD/\$1 Pv On 500,000 Par Value Due 5/12/15	3,125.00		15,504.03
05/13/15	Purchased 40,000 Par Value Of John Deere Owner 1.070% 11/15/18 Trade Date 5/8/15 Purchased Through Citigroup Global Markets Inc. Purchased On The OTC Bulletin Board 40,000 Par Value At 100.195313 %		- 40,078.13	- 24,574.10
05/13/15	Paid Accrued Interest On Purchase Of John Deere Owner 1.070% 11/15/18 Income Debit 33.29- USD	- 33.29		- 24,607.39
05/13/15	Interest Earned On F H L M C Deb 0.500% 5/13/16 0.0025 USD/\$1 Pv On 500,000 Par Value Due 5/13/15	1,250.00		- 23,357.39
05/15/15	Interest Earned On John Deere Owner 1.070% 11/15/18 0.000892 USD/\$1 Pv On 265,000 Par Value Due 5/15/15	236.29		- 23,121.10
05/15/15	Interest Earned On John Deere Owner 0.920% 4/16/18 \$0.00077/Pv On 285,000.00 Pv Due 5/15/15	218.50		- 22,902.60



CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015

TRANSACTION DETAIL (continued)

<u>Date Posted</u>	<u>Description</u>	<u>Income Cash</u>	<u>Principal Cash</u>	<u>Balance</u>
05/15/15	Interest Earned On Chase Iss Trust 0.590% 8/15/17 0.000492 USD/\$1 Pv On 250,000 Par Value Due 5/15/15	122.92		- 22,779.68
05/15/15	Interest Earned On Honda Auto 0.880% 6/15/18 \$0.00073/Pv On 200,000.00 Pv Due 5/15/15	146.67		- 22,633.01
05/15/15	Interest Earned On Toyota Auto 0.670% 12/15/17 \$0.00056/Pv On 205,000.00 Pv Due 5/15/15	114.46		- 22,518.55
05/15/15	Interest Earned On Toyota Auto 1.440% 2/15/19 \$0.00093/Pv On 230,000.00 Pv Due 5/15/15	214.67		- 22,303.88
05/15/15	Interest Earned On Pfizer Inc 1.100% 5/15/17 0.0055 USD/\$1 Pv On 100,000 Par Value Due 5/15/15	550.00		- 21,753.88
05/15/15	Interest Earned On U S Treasury Nt 0.250% 5/15/16 0.00125 USD/\$1 Pv On 500,000 Par Value Due 5/15/15	625.00		- 21,128.88
05/15/15	Interest Earned On US Bancorp Mtn 1.650% 5/15/17 0.00825 USD/\$1 Pv On 300,000 Par Value Due 5/15/15	2,475.00		- 18,653.88
05/15/15	Sold 485,000 Par Value Of F F C B Deb 0.350% 7/30/15 Trade Date 5/14/15 Sold Through J.P. Morgan Securities LLC 485,000 Par Value At 100.0497 %		485,241.05	466,587.17
05/15/15	Received Accrued Interest On Sale Of F F C B Deb 0.350% 7/30/15 Income Credit 495.10 USD	495.10		467,082.27
05/18/15	Interest Earned On Honda Auto 0.693% 3/19/18 0.000642 USD/\$1 Pv On 200,000 Par Value Due 5/18/15	128.33		467,210.60
05/18/15	Interest Earned On F F C B Deb 1.500% 11/16/15 0.0075 USD/\$1 Pv On 370,000 Par Value Due 5/16/15	2,775.00		469,985.60
05/19/15	Interest Earned On Google Inc 2.125% 5/19/16 0.010625 USD/\$1 Pv On 350,000 Par Value Due 5/19/15	3,718.75		473,704.35
05/20/15	Interest Earned On F H L B Deb 0.500% 11/20/15 0.0025 USD/\$1 Pv On 485,000 Par Value Due 5/20/15	1,212.50		474,916.85
05/20/15	Purchased 280,000 Par Value Of Honda Auto 1.320% 2/21/19 Trade Date 5/13/15 Purchased Through J.P. Morgan Securities LLC Purchased On The OTC Bulletin Board 280,000 Par Value At 99.98465 %		- 279,957.02	194,959.83



CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015

TRANSACTION DETAIL (continued)

<u>Date Posted</u>	<u>Description</u>	<u>Income Cash</u>	<u>Principal Cash</u>	<u>Balance</u>
05/21/15	Interest Earned On Honda Auto Rec 0.448% 11/21/16 \$0.00040/Pv On 110,086.75 Pv Due 5/21/15	44.03		195,003.86
05/21/15	Paid Down 14,573.28 Par Value Of Honda Auto Rec 0.448% 11/21/16 Trade Date 5/21/15		14,573.28	209,577.14
05/21/15	Interest Earned On F N M A Deb 0.875% 5/21/18 0.004375 USD/\$1 Pv On 500,000 Par Value Due 5/21/15	2,187.50		211,764.64
05/21/15	Purchased 125,000 Par Value Of Qualcomm Inc 1.400% 5/18/18 Trade Date 5/13/15 Purchased Through J.P. Morgan Securities LLC 125,000 Par Value At 99.866 %		- 124,832.50	86,932.14
05/22/15	Purchased 245,000 Par Value Of Qualcomm Inc 1.400% 5/18/18 Trade Date 5/19/15 Purchased Through Mlpfs Inc/Fixed Income Purchased On The OTC Bulletin Board 245,000 Par Value At 99.83 %		- 244,583.50	- 157,651.36
05/22/15	Paid Accrued Interest On Purchase Of Qualcomm Inc 1.400% 5/18/18 Income Debit 19.06- USD	- 19.06		- 157,670.42
05/22/15	Sold 150,000 Par Value Of F H L B 0.375% 8/28/15 Trade Date 5/21/15 Sold Through Barclays Capital Inc. Fixed In 150,000 Par Value At 100.0673 %		150,100.95	- 7,569.47
05/22/15	Received Accrued Interest On Sale Of F H L B 0.375% 8/28/15 Income Credit 131.25 USD	131.25		- 7,438.22
05/26/15	Trust Fees Collected Charged For Period 04/01/2015 Thru 04/30/2015		- 104.17	- 7,542.39
05/28/15	Purchased 500,000 Par Value Of F H L M C M T N 1.250% 10/02/19 Trade Date 5/27/15 Purchased Through Barclays Capital Inc. Fixed In 500,000 Par Value At 98.9 %		- 494,500.00	- 502,042.39
05/28/15	Paid Accrued Interest On Purchase Of F H L M C M T N 1.250% 10/02/19 Income Debit 972.22- USD	- 972.22		- 503,014.61
05/28/15	Purchased 500,000 Par Value Of F H L B 1.125% 4/25/18 Trade Date 5/27/15 Purchased Through Morgan Stanley & CO. LLC 500,000 Par Value At 100.2934 %		- 501,467.00	- 1,004,481.61
05/28/15	Paid Accrued Interest On Purchase Of F H L B 1.125% 4/25/18 Income Debit 515.63- USD	- 515.63		- 1,004,997.24



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CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015

TRANSACTION DETAIL (continued)

<u>Date Posted</u>	<u>Description</u>	<u>Income Cash</u>	<u>Principal Cash</u>	<u>Balance</u>
05/28/15	Sold 500,000 Par Value Of F N M A Deb 0.500% 3/30/16 Trade Date 5/27/15 Sold Through Barclays Capital Inc. Fixed In 500,000 Par Value At 100.1293 %		500,646.50	- 504,350.74
05/28/15	Received Accrued Interest On Sale Of F N M A Deb 0.500% 3/30/16 Income Credit 402.78 USD	402.78		- 503,947.96
05/28/15	Sold 500,000 Par Value Of F H L M C Deb 0.500% 5/13/16 Trade Date 5/27/15 Sold Through Citigroup Global Markets Inc. Sold On The OTC Bulletin Board 500,000 Par Value At 100.1388 %		500,694.00	- 3,253.96
05/28/15	Received Accrued Interest On Sale Of F H L M C Deb 0.500% 5/13/16 Income Credit 104.17 USD	104.17		- 3,149.79
	Combined Purchases For The Period 5/ 1/15 - 5/31/15 Of First Amer Govt Oblig Fund Cl Y		- 543,135.34	- 546,285.13
	Combined Sales For The Period 5/ 1/15 - 5/31/15 Of First Amer Govt Oblig Fund Cl Y		546,285.13	0.00
05/31/15	Ending Cash Balance	\$390,130.77	- \$390,130.77	\$0.00



CITY OF IMPERIAL BEACH

This statement is for the period from
May 1, 2015 to May 31, 2015

SALE/MATURITY SUMMARY

Trade Date	Asset	Description	Cost Basis	Proceeds	Estimated Gain/Loss
05/01/15	F F C B Deb 0.500% 5/01/15	Matured 500,000	- 501,660.00	500,000.00	- 1,660.00
05/14/15	F F C B Deb 0.350% 7/30/15	Sold 485,000	- 485,300.70	485,241.05	- 59.65
05/21/15	Honda Auto Rec 0.448% 11/21/16	Paid Down 14,573.28	- 14,581.82	14,573.28	- 8.54
05/21/15	F H L B 0.375% 8/28/15	Sold 150,000	- 150,144.00	150,100.95	- 43.05
05/27/15	F N M A Deb 0.500% 3/30/16	Sold 500,000	- 498,630.00	500,646.50	2,016.50
05/27/15	F H L M C Deb 0.500% 5/13/16	Sold 500,000	- 498,015.00	500,694.00	2,679.00
Total Assets Disposed			- \$2,148,331.52	\$2,151,255.78	\$2,924.26
			- Cost Basis		
			- Proceeds		
			- Estimated Gain/Loss		

For information only. Not intended for tax purposes.

World Class Service Delivered by World Class Professionals-Guaranteed!



City of Imperial Beach
May 31, 2015

COMPLIANCE WITH INVESTMENT POLICY

Assets managed by Chandler Asset Management are in full compliance with State law and the City's investment policy.

Category	Standard	Comment
Treasury Issues	No limitations	Complies
Federal Agencies	20% max callable notes	Complies
Municipal Securities	"A" rated; 5% max per issuer	Complies
Banker's Acceptances	"A-1" rated; "A"-rated issuer; 40% maximum; 5% max per issuer; <180 days maturity	Complies
Commercial Paper	"A-1" rated; "A"-rated issuer; 25% maximum; 5% max per issuer; <270 days maturity	Complies
Medium Term Notes	"A" rated; 30% maximum; 5% max per issuer; 5 years maximum maturity	Complies*
Negotiable Certificates of Deposit	"A" or "A-1" rated issuers; 30% maximum; 5% max per issuer; 5 years max maturity	Complies
Bank/Time Deposits	20% maximum; 5% max per issuer; FDIC Insured or Collateralized	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	"AA"-rated issue; "A"-rated issuer; 20% maximum; 5% max per ABS issuer	Complies
Repurchase Agreements	1 year maximum maturity	Complies
Money Market Mutual Funds	"AAA" rated or SEC adviser; 20% maximum; 10% max per fund	Complies
Local Government Investment Pools	not used by adviser	Complies
Local Agency Investment Fund	\$50 million per account	Complies
Weighted Average Maturity	3 years	Complies
Maximum Maturity	5 years	Complies

*JP Morgan Chase represents 8.3% of the portfolio and is rated A3/A; however, it was purchased prior to November 2012.

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**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: ERIKA N. CORTEZ, HUMAN RESOURCES MANAGER *EC*
SUBJECT: ADOPTION OF RESOLUTION NO. 2015-7604 AUTHORIZING THE CITY MANAGER TO PROVIDE ONE-TIME RETENTION INCENTIVE STIPENDS TO RETURNING SEASONAL BEACH LIFEGUARDS

EXECUTIVE SUMMARY:

Staff is recommending that the City Council adopt Resolution No. 2015-7604 that would authorize the City Manager to provide a one-time retention incentive stipend to ten (10) returning seasonal Beach Lifeguards as provided to "active" part-time employees in December 2014. The anticipated cost would be \$1,250 for all 10 employees.

RECOMMENDATION:

Adopt Resolution No. 2015-7604 which will authorize the City Manager to provide a one-time retention incentive stipend for 10 returning seasonal Beach Lifeguards as provided to active part-time employees in December 2014.

RATIONALE:

This proposed recommendation is in recognition and effort to retain effective employees. In a discussion with the Union, it was anticipated that the City would come back to the City Council to approve the one-time retention incentive stipend for 10 returning seasonal Beach Lifeguards.

OPTIONS:

- Adopt Resolution No. 2015-7604 which will approve the recommendation.
- Provide direction to the City Manager to take a specific action.

BACKGROUND:

On December 3, 2014, the City Council approved Resolution No. 2014-7531 authorizing the City Manager to provide retention incentive stipends for "active" non-department head level employees. At the time the retention incentive stipend was provided, the City's returning seasonal Beach Lifeguards were not employed until the summer of 2015.

In a discussion with the Union, it was anticipated that the City would come back to the City Council to approve the one-time retention incentive stipend for 10 returning seasonal Beach Lifeguards. Staff would like to extend the retention incentive stipends to those 10 returning Beach Lifeguards.

ANALYSIS:

In recognition of the continued high quality work the Department Heads would like to join with the City Council in providing a one-time employee retention incentive stipend to those ten returning seasonal Beach Lifeguards. The stipend would be equal to \$125 for each of the 10 part-time returning seasonal Beach Lifeguard employees.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The anticipated cost for providing an employee retention incentive stipend to 10 part-time employees is approximately \$1,250 that will be funded from the approved Safety Ocean/Beach General Fund budget.

Attachments:

1. Resolution No. 2015-7604

RESOLUTION NO. 2015-7604

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO PROVIDE ONE-TIME RETENTION INCENTIVE STIPENDS TO TEN RETURNING SEASONAL BEACH LIFEGUARDS

WHEREAS, City employees are well trained, possess important institutional knowledge, and continue to provide a high level of service to the residents of Imperial Beach City during a season of change including layoffs, and staff vacancies; and

WHEREAS, over the years, City employees agreed to significant employee cost related savings that in most cases far exceeded the concessions in surrounding communities; and

WHEREAS, the City desires to stay competitive with the local employment market, minimize turnover, and retain City employees to provide future services for the City; and

WHEREAS, the City Manager should have the authority to assign retention stipends for non-Department Head employees as an incentive to the employees for their future City service which will benefit the City of Imperial Beach by retaining long-term qualified personnel;

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

1. The foregoing recitals are true and correct.
2. The City Council of the City of Imperial Beach hereby grants the City Manager the authority to assign a one-time retention incentive stipend to ten (10) returning seasonal Beach Lifeguards. Each part-time employee shall receive a one-time retention incentive stipend in the amount of \$125.
3. The City Council hereby authorizes the appropriation and expenditure of \$1,250 for the one-time retention incentive stipend to be distributed to the applicable accounts.
4. This Resolution shall be effective on the date of approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of July 15, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER AH
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: PUBLIC WORKS DEPARTMENT HAJ
SUBJECT: RESOLUTION NO. 2015-7610 AWARDING CONTRACT TO NEVWEST, INC. TO REPLACE AND UPGRADE THE ACCESS CONTROL SYSTEM AT DEMPSEY HOLDER SAFETY CENTER

EXECUTIVE SUMMARY:

Resolution No. 2015-7610 awards a contract to replace and upgrade the current access control system at the Dempsey Holder Safety Center (Safety Center) which has reached its end of life and is no longer supported by the manufacturer.

RECOMMENDATION:

That the City Council adopt Resolution No. 2015-7610 awarding the contract to NevWest, Inc. (NevWest) for the replacement and upgrade of the current Bosch Access Control System at the Safety Center for a bid price of \$17,891.12.

RATIONALE:

The current Safety Center access control system is not fully functional and is no longer supported by the manufacturer. The Safety Center door access codes issued over a year ago are currently working, but for the last year the access control system will not allow new access codes to be entered or old access codes to be removed. This poses an immediate threat to City property secured in the building. Thus there is a need for a modern new seven (7) door access control system. To improve Lifeguards' efficiency and safety monitoring, this new access control system should be integrated into the existing Milestone Safety Center door camera system. NevWest is the only vendor who can integrate the proposed security system with the existing Milestone door camera system.

OPTIONS:

- Adopt Resolution No. 2015-7610 awarding the contract to replace and upgrade the Dempsey Holder Safety Center access control system to NevWest at a bid price of \$17,891; or
- Not approve the contract and provide direction to staff.

BACKGROUND:

The current Safety Center access control system is the original system installed in Calendar

Year 2000 and hasn't been upgraded for 15 years. The current Bosch Radionics access control system is outdated and is no longer supported by the manufacturer. In May 2014, the access system malfunctioned, prohibiting system administrators from adding or deleting users on the system. The City's inability to update passwords for existing users, add new users, and terminate access for former users poses an immediate threat to building security, City property housed therein, and building access for City Lifeguards to perform essential Lifeguard functions.

About 12 months ago, the City awarded a bid project to NevWest to install a Milestone surveillance camera system to provide better visual control of the internal spaces of the Safety Center as well as selected beach front locations. Staff wishes to further enhance this system by incorporating the access entry points with this camera system. The enhancement will not only upgrade the entry access controls but will reduce the time lifeguards are taken from their primary function – maintaining continuous observation of all areas on the waterfront. The camera system is proprietary and is not compatible with other access control and camera designs, thus it cannot be competitively bid or awarded to a separate vendor and expect it to integrate with the Milestone surveillance camera system.

ANALYSIS:

As a long term access control solution, staff requested NevWest to provide a cost estimate to replace and upgrade the current system with a new SiPass IP-based access control system. The new system would be integrated into NevWest's newly installed Milestone surveillance camera system located in the Safety Center. The proposed solution will upgrade the existing access control software, readers, and controllers to best meet future demands for many years. The upgrade would allow lifeguards in the dispatch tower or in the office to see all access control events on existing monitors without leaving their station. Also, the new system will be programmed such that live video from the door cameras will pop up on the monitor and if appropriate lifeguards can allow remote door access.

State law allows cities to dispense with the competitive bidding process, and award a public project contract to a sole source bidder, in situations of emergency or when a product can only be obtained from one source or when a product is required to match existing products. The City's inability to update passwords, add new users, and delete former users from the system poses a threat to City property and essential Lifeguard functions. Additionally, this purchase is one of those occasions when only the vendor who provided the existing system can integrate these building functions to operate seamlessly and provide the security and access control needed.

The NevWest proposal justifies dispensing with competitive bidding requirements under the State Public Bidding Law and Imperial Beach Municipal Code because the integration between the SiPass and Milestone must match existing products. NevWest has an existing three (3) year maintenance agreement on the video surveillance system, and to remain effective, additions to the existing system must be performed by NevWest. There are two (2) years remaining on the three (3) year maintenance agreement which expires on June 6, 2017.

The purchase of this additional system for the Safety Center was included in the adopted FY 2016 Facilities Maintenance and Replacement Fund (504) budget.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Appropriated Revenue:

FY 16 Facilities Maintenance and Replacement Fund (504)	\$20,000
TOTAL REVENUE	\$20,000

Expenses:

Purchase and installation of Safety Center Security Access System	\$17,891
Project Management & Contingency	\$ 2,109
TOTAL EXPENSES	\$20,000

Attachments:

1. Resolution No. 2015-7610
2. NEVWEST Proposal Letter dated 25 February 2015

RESOLUTION NO. 2015-7610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED CONTRACT TO NEVWEST, INC. TO REPLACE AND UPGRADE THE ACCESS CONTROL SYSTEM AT DEMPSEY HOLDER SAFETY CENTER

WHEREAS, this resolution awards a contract to replace and upgrade the current access control system at the Dempsey Holder Safety Center (Safety Center) which has reached its end of life and is no longer supported by the manufacturer; and

WHEREAS, the current Safety Center access control system is not fully functional and is no longer supported by the manufacturer; and

WHEREAS, there is a need for a modern new seven (7) door access control system; and

WHEREAS, to improve Lifeguards' efficiency and safety monitoring, this new access control system should be integrated into the existing Milestone Safety Center door camera system; and

WHEREAS, the enhancement will not only upgrade the entry access controls but will reduce the time Lifeguards are taken from their primary function – maintaining continuous observation of all areas on the waterfront; and

WHEREAS, state law allows cities to dispense with competitive bidding requirements where a sudden, unexpected occurrence poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services; and

WHEREAS, the Safety Center door access codes issued over a year ago are currently working, but for the last year the access control system will not allow new access codes to be entered or old access codes to be removed. As a result, new Lifeguards cannot be given new access codes for the system, former employees would still have access into the building despite lack of authorization, and the City cannot update passwords to prevent third parties from gaining unauthorized access to the building. This poses an immediate threat to City property secured in the building, and potentially impairs essential Lifeguard functions for Lifeguards who rely on functional building access; and

WHEREAS, public interest and necessity demand the purchase of this security system for the Safety Center, and this emergency will not permit the delay that will inevitably result from the competitive solicitation of bids; and

WHEREAS, the existing camera system is proprietary and is not compatible with other access control and camera designs, thus it cannot be competitively bid or awarded to a separate vendor and expect it to integrate with the Milestone surveillance camera system; and

WHEREAS, state law further allows cities to dispense with competitive bidding requirements when a product can only be obtained from one source or is required to match existing products; and

WHEREAS, this purchase is one of those occasions when only the vendor who provided the existing system, NevWest, Inc., can integrate these building functions to operate seamlessly and provide the security and access control needed; and

WHEREAS, NevWest, Inc. has an existing three (3) year maintenance agreement on the current video surveillance system, and to remain effective, additions to the existing system must be performed by NevWest, Inc. There are two (2) years remaining on the three (3) year maintenance agreement which expires on June 6, 2017.

WHEREAS, the purchase of this additional system for the Safety Center was included in the adopted FY 2016 Facilities Maintenance and Replacement Fund (504) budget.

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

1. The above recitals are true and correct.
2. The purchase to replace and upgrade the current access control system at the Dempsey Holder Safety Center (Safety Center) to NevWest at a price of \$17,891 is hereby approved.
3. The City Manager is authorized to sign the purchase order for the contract to replace and upgrade the current access control system at the Dempsey Holder Safety Center (Safety Center) with NevWest.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of July 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



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25 February 2015
City of Imperial Beach
Public Safety Department
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Attention: Captain Robert Stabenow

Subject: Sole Source Justification and Proposal to Upgrade the Access Control System at Lifeguard Headquarters and Integrate Upgraded System with Existing Milestone VMS

NevWest, Inc. (NevWest) is pleased to provide the following sole source justification and firm fixed price proposal to remove the existing Bosch Radionics Access Control System that is showing signs of being end of life and is currently unsupported and replace it with a new IP-based access control system. The proposed solution will upgrade the existing access control software, readers and controllers but will leverage the existing door hardware to the fullest extent possible. In addition, the upgraded access control system will be integrated into the existing Milestone surveillance solution in which NevWest implemented using Milestone Access Control Module licenses for each of the seven (7) doors at the Lifeguard's Headquarters. NevWest's sole source justification and proposed solution design is based on discussions with Captain Stabenow and our site walk on July 9, 2014.

Lifeguard Headquarters Access Control Upgrade

The City of Imperial Beach's Public Safety Department requested a cost to upgrade their existing Access Control System which is unsupported and not offering full functionality. The City of Imperial Beach is requesting the following specifications for this access control upgrade solution:

Basic Requirements

- Solution must be an IP-Based Access Control System
- Solution Must Include Upgraded and Enterprise Access Control Software, Keypad Readers, Controllers and Leverage the Existing Door Hardware, as Possible
- Four (4) Keypad/Readers for the Exterior Doors Must be Marine Grade
- Solution Must Include a Panel PC in the Exercise Room for Programming and Downloading Reports on the Access Control Software
- Solution Must Integrate Access Control Events on the NevWest Implemented Existing Milestone VMS. The Solution Must Include Milestone Access Control Module Licenses for Seven (7) Doors Including:
 - 2nd to 3rd Floor Door
 - 2nd Floor Office Door
 - East Door
 - Northeast Door
 - Northwest Door
 - West Door



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- Gym Door
- Solution Must Be of Industry Standard and Must Allow for Expansion
- Solution Must Include an Uninterrupted Power Supply (UPS)
- NevWest Must Provide Training for Two (2) Designated IT personnel/Operators on the Operation of the System
- NevWest Must Provide a 1 Year Warranty of Proposed Solution

THE NEVWEST TEAM'S PROPOSED SOLUTION

The NevWest Team is proposing to provide the design, installation, testing and commissioning of an upgraded access control system that is capable of integrating into the existing NevWest implemented and supported Milestone VMS. The Lifeguard Department has requested that access control events display on the Milestone VMS software on the existing monitors downstairs. In addition, the Lifeguard Department would like the system to be programmed so that live video from the 360° cameras installed by NevWest at the north and northwest doors will pop up on the Milestone VMS if remote access is requested by someone outside. An existing request for entrance button is located at both of those doors.

The NevWest Team has chosen a SiPass Access Control System for the Lifeguard Headquarters. NevWest chose a solution based on its successful integration with Milestone VMS and its open architecture that allows for flexibility in selecting hardware. NevWest's proposal includes Software, one (1) door controller/enclosure and access control power supply, seven (7) marine grade keypad readers, twenty five (25) fobs, a network switch, a panel PC for system administration, cabling, mounting hardware, installation labor and training.

The SiPass Access Control Software is enterprise level software capable of managing access control needs while also interfacing with the Lifeguard Department's Milestone VMS to simplify controlling the security systems. The user friendly software will be accessible on the Panel PC that NevWest will install on the wall of the Exercise Room. This is the location where system administrators will be able to update credentials, groups, permissions, etc. for the access control system. The proposed solution will include one (1) door controller and access control power supply that will be in enclosures installed in the Exercise Room where the existing controllers are located.

At each of the seven (7) designated doors, NevWest will install keypad readers that allow for dual factor authentication. The twenty-five (25) key fobs included in this proposal and/or a personal identification number (PIN) will unlock the door. This will allow authorized users the ability to enter if they do not have their fob with them or if a situation does not allow for them to grab their fob. All ingress/egress activity will be digitally recorded in the SiPass software and accessible through built-in reporting on personnel, access, door status and event history from the Panel PC in the Exercise Room.



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NevWest Sole Source Justification

The Lifeguard Department requires that the proposed SiPass IP-based access control system be integrated with the NevWest implemented and supported Milestone video surveillance system. The existing NevWest designed and installed video surveillance system consists of thirteen (13) cameras including two (2) 360° cameras at the west and northwest entrances to the Lifeguards HQ. The Lifeguard Department requires that SiPass access control events display on the Milestone VMS software. They are also requiring that live video from the two (2) 360° cameras pop up on the Milestone VMS if remote access is requested by someone outside. This integration between SiPass and Milestone must be completed by NevWest for the active three (3) year maintenance agreement on the video surveillance solution to remain valid, therefore justifying a sole source solicitation.

Training

Training will be provided to two (2) designated IT personnel/end users to receive training on the operation of the upgraded access control system. This training will be for up to two (2) hours.

Warranty and Maintenance Agreements

The NevWest Team proposes a one (1) year warranty for parts and labor to repair/replace any parts as necessary. After the one year warranty, the customer may enter into a maintenance agreement renewable upon an annual basis. The Maintenance Agreement will include a preventative Maintenance schedule and on-call Maintenance Service. Maintenance agreements are recommended so the customer is eligible for any software or firmware version releases that become available over time.

In order to validate installations, provide remote warranty support and honor any subsequent maintenance agreements, NevWest requires the following of our Customers:

- Provide and maintain a High Speed Internet Connection for VPN access and remote communications software at a revision level compatible with NevWest's VPN access and remote communication software.
- Maintain a Point of Contact ("POC") on staff during the support period, and any subsequent maintenance contract periods. The POC assigned to work directly with NevWest must be knowledgeable of the operation of the hardware and software and responsible for the day-to-day operation and maintenance of the system.
- The POC shall be the first point of contact for all personnel concerning problems and/or change requests from within the agency. The POC shall then contact NevWest if he/she is unable to troubleshoot the problem.

1.0 STATEMENT OF WORK

Installation, Integration and Commissioning of the proposed Access Control Upgrade will include the following tasks:



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- Procure Equipment, Hardware, Software, Software Licenses, Mounting Materials, Installation Materials, Conduit, Electrical Wiring and Cabling
- Stage Access Control Software on the Panel PC at NevWest HQ
- Remove the Existing Radionics Access Control Readers, Controllers and Software
- Run Required Cable from Exercise Room to Network Switch and Label Properly
- Install Upgraded Keypad Readers at (7) Door Locations
- Install One (1) Upgraded Door Controller and Power Supply in Exercise Room
- Mount Panel PC on the Wall in the Exercise Room
 - NevWest will Install and Configure Access Control Software on Panel PC prior to Installation
- Commission and Test Access Control System
- Import Milestone Access Control Module Licenses
- Program Milestone to Integrate the Access Control Module Licenses
- Test the System to Ensure Displays, Access Control Events and Requested Alarms Are Operating Properly
- Train Operators to Operate the Upgraded Access Control System
- Commission System for Operational Use

2.0 PROJECT SCHEDULE AND IMPLEMENTATION PLAN

The NevWest Team estimates the time to start this project to be within a week of receiving a valid Purchase Order and Notice to Proceed. It should be noted that there is a 1-2 week lead time for equipment. It is anticipated that installation and commissioning will take 3-4 days. The total period of performance is anticipated to be approximately 3 weeks. This project will include the following tasks for implementation:

1. Detail Integration Design Review and Acceptance
2. Order Software/Equipment
3. Receive Software/Equipment
4. In House Integration and Testing of Equipment; RMA if necessary
5. Installation of Controllers and Readers
6. Testing of Equipment/System Testing On Site
7. Programming Integration of Upgraded Access Control System with Milestone VMS
8. Training on System
9. Acceptance of Project Implementation

3.0 CHANGE ORDERS

Any changes requested regarding quantity or quality of work and materials will result in a change order and may have a cost and/or schedule change associated with the change. In the event any unforeseen work is necessary that is found during the process of implementation, the additional work required as a result will be discussed with the Customer. Should there be any costs associated with the work to be



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performed notification via a formal change order will be provided to the Customer and approved by the Customer prior to any work being performed. If there are any changes to the initial design concept or any changes to the scope of work to be performed made by the Customer, these changes will also be handled through our formal Change Order process. The Customer may then accept the work to be completed or decline depending upon the nature of the work that is to be performed.

4.0 COMPLETION AND ACCEPTANCE OF THE SYSTEM

Upon completion of the installation, the NevWest Team will field test the equipment installed per the Statement of Work in Paragraph 1.0, hereinafter referred to as the "System" and validate that it is operational per the manufacturer's specifications. The System will be in operational mode after successful commissioning of the system. At such time, the City of Imperial Beach will formally accept the System installed by completion of the attached Acceptance Certificate.

5.0 COSTS

The Firm Fixed Price for a SiPass Access Control System that will integrate into the existing Milestone VMS is as follows:

- Materials Cost is **\$12,089.00**
- Sales Tax @ 8% is **\$967.12**
- Installation Services is **\$4,835.00**

The total Firm Fixed Price is **\$17,891.12**

General Provisions and Assumptions:

1. The NevWest Team's Quotation is predicated upon receiving a firm fixed price Purchase Order accepting this proposal and terms and conditions.
2. The NevWest Team assumes that the City of Imperial Beach will provide all necessary network connectivity and power wiring to effectuate installation, configuration and verification of the equipment.
3. The NevWest Team assumes that the existing request for entrance buttons at the north and northwest entrance doors will work with the proposed SiPass integrated with Milestone solution.
4. The NevWest Team assumes that all existing door hardware will be in a condition to be used for this solution. If any door hardware needs to be replaced, NevWest will provide a quote for the replacement.
5. The NevWest Team assumes that power at Lifeguards Headquarters is available 24/7.
6. The City of Imperial Beach shall provide the NevWest Team with a secure location to keep their Equipment.
7. The City of Imperial Beach shall provide NevWest with a POC or Designated Project Manager that will be available and knowledgeable of the project.
8. All equipment warranties are based on the installation date of equipment.
9. Prices are firm for 60 days from date of this proposal.



Attachment 2

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Should you have any questions or require additional information please contact the undersigned at phone 619.420.8100 or email wendy.turner@nevwestinc.com.

Very respectfully,

Signature on file

Wendy Turner
VP of Operations



1225 Exposition Way Suite 140, San Diego, CA 92154
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CERTIFICATE OF ACCEPTANCE

Date:

Customer:

Address:

City & State:

Contract Number:

PO Number (if applicable):

Work Title or Description:

NEVWEST Project Number:

I hereby certify as the duly authorized representative of the City of Imperial Beach, that NevWest has completed _____% of the requirements of this work. Therefore this certificate is executed indicating full acceptance of all deliveries under the above referenced Purchase Order and/or Contract.

Date:

Signature

Printed Name

NEVWEST, INC.
Terms and Conditions

Attachment 2

ACCEPTANCE OF PURCHASE ORDER

1. Controlling Terms. This Agreement represents the final, agreed upon terms and conditions between NevWest and Buyer. In the event of any conflict between the terms and conditions contained in this Agreement and any terms and conditions contained in any other document, the terms and conditions contained herein shall apply. As such, acceptance of Buyer's purchase order(s) by NevWest does not constitute acceptance of any of the purchase order's terms and conditions that are contrary to the terms and conditions contained in this Agreement, unless acceptance of these contrary terms is expressly acknowledged in writing by NevWest.
2. Acceptance of Buyer Furnished Documents and Hardware. Buyer shall furnish all information, requirements, reports, data, surveys and instructions ("Specifications") required by this Agreement. All Specifications delivered to NevWest pursuant to this order shall be complete and of sufficient detail and quality to allow design and/or completion of Goods and services. Buyer represents and warrants that all Specifications submitted to NevWest are complete and accurate, and set forth all system requirements. NevWest may use these Specifications in performing its services, and is entitled to rely upon the accuracy and completeness thereof. NevWest shall not be held responsible for Specifications that do not meet design and/or performance requirements. NevWest reserves the right to inspect the Specifications and determine whether or not they comply with this provision.
3. Change Order Instructions. Prices quoted are based on the assumption that NevWest is free to design and/or manufacture the order in the most efficient and economical manner possible. Any engineering changes, hold orders, changes in delivery schedule, or other special instructions that increase NevWest's cost, may require additional charges to Buyer. NevWest will notify Buyer, in writing, of any such additional charges.

SHIPMENT

1. Delivery and Risk of Loss. All Goods are shipped F.O.B., point of shipment. As such, risk of loss and responsibility for shipping costs shall transfer to the Buyer upon tender of Goods to a common carrier. Similarly, because NevWest's responsibility ceases upon tender of Goods to Buyer, Buyer's representative or common carrier, any and all claims for Goods damaged or lost in transit should be made by Buyer to the carrier. Unless otherwise specified by the Buyer, NevWest reserves the right to determine the method of shipment and carrier.
2. Shipping Related Costs. The cost of any special packing or special handling caused by Buyer's Requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if NevWest ships or delivers the Goods erroneously as a result of inaccurate information supplied by Buyer, storage and all other additional costs and risks shall be borne solely by Buyer. These cost provisions apply to any and all modes of delivery. Unless otherwise agreed to by NevWest in writing, Buyer will pay all insurance costs in connection with delivery of the Goods, if any.
3. Receiving Goods. If Buyer is unable to receive the Goods, Buyer will be liable to NevWest for any losses, damages, or additional expenses incurred or suffered by NevWest as a result of Buyer's inability to receive the Goods.
4. Testing and Acceptance of Integrated Systems. Buyer's acquiring an integrated security system including products, software and NevWest's design services shall provide the following indications of acceptance of the integrated system
 - a. Immediately upon completion of the installation, Buyer shall review and inspect the integrated system and participate with NevWest in a system acceptance test per the Statement of Work and validate that it is operational per manufacturer's specifications. The system will be in operational mode. In the event there are any system irregularities or malfunctions, or other changes necessary so that the integrated system performs in accordance with manufacturer's specifications, Customer shall notify NevWest of such, in writing "Punch List" immediately. Upon receipt of a Punch List, NevWest shall use its best efforts to promptly resolve the items on the Punch List within 15 days so that the integrated system conforms with the manufacturer's specifications. Meeting this 15 day time period will be contingent upon the issue and availability of parts, workarounds or fixes available from the manufacturer for which NevWest does not control but will perform our best efforts to make happen during this timeframe.
 - b. Upon completion of the deliverables set forward in the Statement of Work to facilitate Buyer's use of the integrated system, Buyer shall provide its "Final Acceptance" (in the form attached hereto as Exhibit A).
 - c. Upon Final Acceptance the integrated system shall be considered to be fully accepted as delivered in conformity with the Statement of Work, for all purposes, including but not limited to payment and warranty rights and obligations.

BILLING AND PAYMENT

1. Invoices and Payment. Invoices for NevWest's Goods may be submitted upon receipt of Buyer's purchase order, with payment thereon due within thirty (30) days. Invoices may be submitted in any of the following manners, at NevWest's option: upon completion of services, in accordance with milestones, based upon progress payments, or on a monthly basis. All Invoices shall be payable upon receipt. If an invoice is not paid within thirty (30) days of being sent to Buyer ("Invoice Date"), NevWest may suspend or terminate the performance of the services. Any deposit for services shall be credited to Buyer's final invoice.
2. Late Payments. Accounts unpaid thirty (30) days after the Invoice Date are subject to a monthly service charge of 1.5% on the then-unpaid balance. Buyer shall pay all costs of collection, including reasonable attorney fees and costs.
3. Security Interest. NevWest reserves for itself, and Buyer grants to NevWest, a security interest in the Goods, and all proceeds thereof, until payment in full for all Goods and services is received by NevWest.
4. Taxes. The quoted price does not include applicable United States federal or state sales or use taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property or similar taxes, if any. All such taxes shall be paid by the Buyer. Any tax NevWest may be required to collect or pay upon the sale or delivery of the Goods shall be paid by Buyer to NevWest.

MODIFICATIONS, CANCELLATIONS, AND AVAILABILITY

1. Cancellation. Unless otherwise indicated in this Agreement, Buyer shall have no right to modify or cancel any order without NevWest's written consent, and payment to NevWest of all charges, expenses, commissions and reasonable profits owed to or incurred by NevWest.
2. Special Orders. Non-standard or custom Goods are non-cancelable and non-returnable.
3. Availability. Should any of the Goods become unavailable, NevWest will make its best efforts to find an equivalent alternative product. If, however, the Good(s) or their equivalent is not available, NevWest reserves the right to terminate this Agreement.

RETURNS AND OWNERSHIP

1. Returns. All returns must be properly packaged to prevent damage. Freight damage, signs of use and missing parts, will be adjusted on the amount of credit to be issued. Buyer is liable for all freight charges.
2. In General. Buyer shall not implement NevWest's marketing formula, strategies, or business model, or copy or implement the operating procedures it derives from the relationship, in order to perform similar services for itself or others.
3. Ownership of Integrated Systems.
 - a. Software. NevWest resells and Buyers acquire a license to use software in accordance with the end user license agreement ("EULA") provided by the original manufacturer, programmer or developer of the software, which is attached hereto as an exhibit, or delivered to Buyer with the software. NevWest delivers the software pursuant to its rights as a reseller of such software as set forth in the EULA, providing no additional rights to Buyer, and creating no additional obligations of NevWest or the original manufacturer, programmer or developer of the software, beyond those set forth in the EULA.
 - i. Except as otherwise agreed upon for ongoing maintenance services, Buyer acknowledges and agrees that all of its rights and obligations related to the software are set forth in the EULA, and that NevWest has no obligation to Buyer related to the software.
 - ii. Buyer acknowledges and agrees that NevWest has no control over whether the original manufacturer, programmer or developer of the software maintains its operations and continues to produce and provide support for the software. Buyer therefore assumes all risk that the original manufacturer, programmer or developer of the software may cease such operations, production or support, and thus releases NevWest from any obligation related to the software in such event.
 - iii. Buyer acknowledges and agrees that its exclusive rights to seek indemnification if it is subject to claims of infringement or appropriation of trade secrets related to the software is set forth in the EULA.
 - iv. Buyer will be required to review and accept the EULA and with such acceptance shall reaffirm the terms set forth in this section 3.a (and all subsections).
 - v. EXCEPT AS SPECIFICALLY SET FORTH IN THE EULA, NEVWEST DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR

THE IMPLIED CONDITION OF QUALITY OF THE SOFTWARE. NEVWEST AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL BE FREE FROM ERRORS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORM THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE GOODS.

- vi. The original manufacturer, programmer or developer of software will have no liability for any action or claim alleging infringement or misappropriation based upon (a) any use of the software in a manner other than as specified in its documentation; (b) any use of the software in combination with other products or services not supplied by the manufacturer, to the extent that the such claim arises from such combination; (c) any alteration or modification of the software by anyone other than the manufacturer; or (d) use of other than the most current release of the software made available to Buyer, if such release would not be subject to the claim of infringement or misappropriation.
- b. Hardware. Buyers acquire ownership of the Goods (including hardware and equipment) purchased with an Integrated System.
- c. Integrated System Design Services. NevWest provides Buyer with professional services in order to design an Integrated System, and, shall retain all ownership interests in, and intellectual property rights related to, such system, whether or not the Integrated System may be patented, copyrighted, or otherwise registered. Buyer shall acquire a non-exclusive, non-transferrable license to use the Integrated System for the useful life of the system, but may not reverse engineer, decompile, disassemble, or otherwise recreate the system. Buyer may not transfer or sell its interest in the Integrated System to any third party, nor attempt to transfer or sell a similar system to any third party.
- d. System Drawings. All drawings, designs and written descriptions of the Integrated System ("System Drawings") which are delivered to Buyer (whether or not they may be patented, copyrighted, or otherwise registered) are the intellectual property of NevWest. To that end, any such System Design may only be used by Buyer in conjunction with its licensed use of the Integrated System. Any such System Drawings shall, moreover, be considered confidential information to be used by only by Buyer on a need to know basis. Buyer agrees to protect and hold in confidence the System Drawings against unauthorized use or disclosure in the same manner as it protects its own confidential information, but in no event will the Buyer use less than reasonable care to protect such Information from unauthorized use or disclosure. In particular, Buyer agrees: (i) to hold the System Drawings in confidence as a fiduciary and to take all reasonable precautions to protect such information (including, without limitation, all precautions the Buyer employs with respect to its most confidential materials); (ii) not to divulge any such Information or any information derived therefrom to any third person (except subject to the conditions stated below); (iii) not to make any use of such Information for any purpose at any time without the prior written consent of NevWest; and, (iv) not to copy or reverse engineer any such Information. Any employee or agent of Buyer given access to the System Drawings must have a legitimate "need to know" and shall be similarly bound in writing.
- e. If NevWest is, for any reason, not allowed to complete all the services called for by this Agreement, NevWest shall not be held responsible for the accuracy, completeness or functionality of the work product prepared by NevWest if used, reused, changed or completed by Buyer or by another party. Accordingly, Buyer agrees, to the fullest extent permitted by law, to indemnify and hold harmless NevWest, its officers, directors, employees and subcontractors from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from such use, change or completion by any other party of any work product prepared by NevWest.

LIMITED WARRANTY FOR GOODS

1. Period. NevWest, as an integrator of a manufacturer's Goods with commercial software and NevWest's System Design, shall facilitate the manufacturer's limited warranty period for goods, for so long as the manufacturer continues to honor the warranty the manufacturer provided with the manufacturer's initial sale of the Goods (as set forth in writing and delivered to Buyer), and in no event for longer than one (1) year from date of delivery of the Goods to Buyer (the "Limited Warranty Period").
2. Limited Warranty in general.
 - a. If Goods prove defective by reason of improper workmanship or defective material, NevWest will facilitate their repair or replacement, at its option and/or the option of the manufacture, without charge for parts or labor, for the Limited Warranty Period (the "Limited Warranty").
 - b. This Limited Warranty does not apply to any Good damaged by accident, misuse, improper line voltage, repair, neglect, improper installation, or acts of nature. Under no circumstances shall NevWest be held liable for any loss or damage, direct, consequential, or incidental arising out of such use or inability to use the product. Any recommendations made by NevWest concerning the use, design, application or operation of the Goods shall not be construed as representations or warranties, expressed or implied. Failure by NevWest to make recommendations or give advice to Buyer shall not impose any liability upon NevWest.
3. Transferability. This Limited Warranty is Non-Transferable.
4. THIS LIMITED WARRANTY AND ITS ACCOMPANYING PROVISIONS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ATHENX HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS.
5. Exclusive Remedy. Buyer's exclusive remedy against NevWest for any claim for, or arising out of, any Goods tendered to Buyer is the Limited Warranty set forth above. Buyer's exclusive remedy against NevWest arising out of any defect in, or in connection with, any repair services provided hereunder is the re-performance of repair services or, at NevWest's sole election, a refund of any charges for of the repair services. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) NEVWEST BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF NEVWEST IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) NEVWEST'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EVER EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE. THE STATED EXPRESS WARRANTY ABOVE IS IN LIEU OF ALL OBLIGATIONS AND LIABILITIES ON THE PART OF NEVWEST FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE GOODS.
6. Corporate Protection. It is intended by the parties to this Agreement that NevWest's services, which are rendered in connection with the project contemplated by this Agreement, shall not subject NevWest's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. As such, Buyer agrees that Buyer's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NevWest, a California corporation, and not against any of NevWest's individual employees, officers or directors.
7. Misuse and Indemnification. NevWest shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper use of the Goods. To the fullest extent permitted by law, Buyer will indemnify, defend, and hold NevWest including NevWest's partners, officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, harmless from any claim, demand, cause of action, debt, or liability; including liability for death, personal injury and property damage, (including reasonable attorneys fees, expenses and court costs) resulting from Buyer's use of the Integrated System, including claims arising from Buyer's modification of and/or addition to the Goods, misuse or abuse of the system, Goods, or software or failure to abide by all applicable laws, rules, regulations and orders that affect the system, Goods or software.

SOFTWARE SUPPORT

1. General Support. As part of its provision of an Integrated System, NevWest shall provide to Buyer one (1) year of software support ("Standard Warranty Coverage"). This Standard Warranty Coverage support will provide trouble shooting and phone support for all versions and upgrades released by the software manufacturer. While NevWest will be the first line of support, any required de-bugging of errors in the software will be performed by the software manufacturer as set forth in the EULA. Under the Standard Warranty Coverage, Buyer has access to NevWest's online help desk, where all requests for service can be logged and tracked twenty-four (24) hours a day, seven (7) days a week. The Standard Warranty Response times apply Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time, excluding holidays ("Standard Business Hours"). During Standard Business Hours, NevWest will voice respond within four (4) hours to service requests that are made online or by telephone to NevWest's San Diego office. Service requests made after Standard Business Hours will be responded to by voice during the next normal business day.
2. Service Request Support.
 - a. A critical, emergency situation is defined as one that causes a failure of the equipment, which has a severe adverse impact on Buyer's operations, and one that may require a technician onsite. Once notified of such a problem, NevWest shall begin work within four (4) hours. If a technician is needed onsite, NevWest will respond onsite within twenty-four (24) hours. If it is determined that the problem is a software problem, NevWest will initiate contact with the software manufacturer to begin diagnosing and rectifying the problem with the manufacturer.

- b. A non-critical, non-emergency situation is defined as one which has been caused by a failure of the equipment to conform to its specifications in any material respect, but does not have a severe adverse impact on customer operations. Once notified of such a problem, NevWest shall begin work within twenty-four (24) hours. If this situation does require an onsite technician, NevWest will schedule the on-site visit within seventy-two (72) hours. Advice and consultation regarding the NevWest System requested by Buyer aside from failure are included in this category. If it is determined to be a software problem, NevWest will initiate contact with the software manufacturer to begin diagnosing and rectifying the problem with the manufacturer.
3. **Software Support.** Under NevWest software support programs, all firmware and software version releases and upgrades will be provided per each manufacturer's warranty agreement. While NevWest will be the first line of support, any required de-bugging of errors in the firmware/software will be performed by the manufacturer as covered by the terms and conditions of the EULA, as applicable.
4. **Buyer's Obligations.** To provide optimal equipment warranty and software support services, NevWest requires the following of Buyers:
- Provide and maintain a High Speed Internet Connection for VPN access and remote communications software at a revision level compatible with AthenX's Access for VPN access and remote communication software. This is in order to validate installations, provide ongoing operational support services throughout the Standard Warranty Coverage, and to honor any subsequent maintenance agreements. This. Moreover, enables NevWest to dial in remotely to troubleshoot and perform diagnostics to see if it can resolve the problem.
 - Maintain a Point of Contact ("POC") on staff during the support period, and any subsequent maintenance contract periods, who is assigned to work directly with NevWest, and is knowledgeable of the operation of the hardware and software, and responsible for the day-to-day operation and maintenance of the system.
 - The POC shall be the first point of contact for all personnel concerning problems and/or change requests from within the department. The POC shall then contact NevWest if he/she is unable to troubleshoot the problem. Buyer agrees to identify a backup person to the appointed POC for contact should the POC be unavailable for any reason
5. NevWest does not provide support for the following matters:
- Any problem resulting from the misuse, improper use, alteration, improper line voltage, neglect, or damage of the NevWest system;
 - Any problem resulting from external factors such as operating system errors, interruption of power or acts of nature;
 - Any problem caused by modification to the system that is not made or authorized by NevWest; or
 - Any problem resulting from the combination of the system with other computer software or equipment to the extent such combination has not been approved by NevWest
6. Should any equipment, hardware or software manufacturer elect to cease support for their software or goods, then NevWest will no longer be able to support such software and goods as well. Buyer may, as a result, be required to upgrade or replace the third party equipment, hardware or software, which, including any requisite installation charges, will be solely at Buyer's expense.

GENERAL

- Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for that body of law dealing with conflicts of law. This Agreement is NOT governed by the U.N. Convention on Agreements for the International Sale of Goods.
- No Waiver.** In the event either party shall, on any occasion, fail to perform any term of this Agreement and the other party refrains from or fails to enforce that term, the failure to enforce on that occasion shall not be construed as a waiver of the right to enforcement on any other occasion.
- Disputes Resolution.** The parties agree to attempt to resolve any and all disputes, claims or controversies through good faith written negotiations prior to pursuing any dispute resolution pursuant to this section. The parties agree that any and all disputes, claims or controversies equal to or exceeding \$5,000 arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and, if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. Judgment upon any award resulting from such arbitration may be entered and enforced in a court having proper jurisdiction. Any such mediation or arbitration shall be held in San Diego, CA, or such other location as the parties may agree.
- Assignability.** This contract may not be assigned without the express written consent of the party affected and shall be binding on the heirs, successors and, where applicable, the assigns. Subcontracting by NevWest shall not be considered an assignment for purposes of this Agreement.
- Force Majeure.** Notwithstanding any other provisions of this Agreement, NevWest shall not be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by fire, flood, war, embargo, strike, acts of terrorism, hurricane, tornado, earthquake, riot, labor disputes, shortage of materials or supplies, transportation delay, intervention of any governmental authority, or any other unforeseen circumstance.
- Severability.** If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- Survival of Terms.** The provisions of this Agreement shall survive the completion of services and the scope of services.
- Export Controls.** Certain goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. Buyer must comply with such laws and regulations and not export, re-export or transfer these goods to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations or licenses. Buyer will not engage in any transaction or activity with any country, party, firm or company notified by the U. S. Department of Commerce Office of Export Administration to be unsuitable or listed on the table of denial orders.
- Termination.** This Agreement may be terminated by Buyer or NevWest should the other materially breach its obligations hereunder and fail to cure such breach within 30 days of written notice. In the event of termination by either party, Buyer shall pay NevWest for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
- No Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Buyer or NevWest. NevWest's services under this Agreement are being performed solely for Buyer's benefit, and no other party or entity shall have any claim against NevWest based on this Agreement. Buyer and NevWest agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.
- Entire Agreement.** This writing is intended by the parties to be final written expression of their Agreement with respect to the terms included herein, and no oral or extrinsic evidence may be admitted to modify or change same except in writing, sign by both parties herein. This Agreement supersedes all prior proposals or offers, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The parties may, however, enter a separate maintenance contract for ongoing support of the Integrated System.
- Headings.** The headings to the foregoing paragraphs are for convenience or reference only and do not form a part of the Agreement and shall not in any way affect the interpretation thereof.
- Amendment.** This Agreement may not be amended, altered, or changed except by written agreement signed by NevWest and Buyer and supported by new consideration.
- Further Assurances.** Buyer shall promptly execute and deliver to NevWest such documents and take such further action as Provider may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to protect the rights and remedies of NevWest created or intended to be created hereunder.
- Time is of the Essence.** Time is of the essence for the parties' duties under this Agreement.

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AGENDA ITEM NO. 2.6

STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: ADMINISTRATION
SUBJECT: ADOPTION OF RESOLUTION 2015-7608 AUTHORIZING THE EXTENSION OF A SIDE LETTER CONTINUING THE CURRENT HEALTH BENEFITS DURING ONGOING NEGOTIATIONS WITH SEIU.

EXECUTIVE SUMMARY: In September of 2014, effective January 1, 2015, the City Council approved an increase in the health benefits for the City of Imperial Beach Employees. In particular, a Side Letter Agreement was signed with SEIU (who represents a significant percentage of City Employees) that expired on June 30, 2015. Staff is seeking approval of an extension of the Side Letter while negotiations continue.

RECOMMENDATION:

Adoption of Resolution 2015-7608 authorizing the City Manager to extend the Side Letter for an initial thirty (30) day until July 31, 2015.

RATIONALE:

The increase in the health benefits for City Employees was an important accomplishment of the City Council and an extension of the Side Letter will allow the increase to remain in place as negotiations continue.

OPTIONS:

- Adopt Resolution 2015-7608 extending the increase in benefits.
- Modify and adopt Resolution 2015-7608 in a manner acceptable to the City Council.
- Reject the Resolution and allow the Side Letter to expire.
- Continue the consideration of the Resolution to a date and time certain and provide additional direction to staff.

BACKGROUND:

Adoption of the Resolution will extend a Side Letter with SEIU and allow the increase in the health benefits to continue while labor negotiations continue.

ANALYSIS:

It would not be appropriate to discuss the status of the negotiations in this staff report. However, it should be indicated that an agreement has not been reached and the Side Letter increasing benefits for SEIU Employees has expired. Because the negotiations continue and the typical time for employees to modify their health benefit coverage is during the open enrollment period which becomes effective January 1 of each year, staff is suggesting an initial extension of the Side Letter for a period of thirty (30) days until July 31, 2015.

ENVIRONMENTAL DETERMINATION:

This is not a project as defined by CEQA.

FISCAL IMPACT:

The extension of the current health benefits until the open enrollment period has been accounted for in the adopted budget.

Attachments:

1. Resolution 2015-7608

RESOLUTION NO. 2015-7608

A RESOLUTION REQUESTING AN EXTENSION OF A SIDE LETTER INCREASING HEALTH BENEFITS FOR SEIU EMPLOYEES DURING ONGOING NEGOTIATIONS

WHEREAS, the City Council agreed to a Side Letter to the current Memorandum of Understanding with SEIU increasing the health benefit allowances for the employees represented by SEIU in September of 2014, with an effective date of January 1, 2015; and

WHEREAS, the Side Letter expired on June 30, 2015 and without an extension the increased benefits would no longer be effective and health benefit costs to City Employees would increase; and

WHEREAS, the City Council desires that the increase in the health benefits allowances be extended during on-going negotiations;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Imperial Beach authorizes the extension of the Side Letter to provide for current health benefit allowances for an initial period of thirty (30) days until July 31, 2015.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of July 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

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STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: ADMINISTRATION
SUBJECT: RENEWAL OF A FRANCHISE AGREEMENT WITH CALIFORNIA AMERICAN WATER COMPANY FOR A PERIOD OF 25 YEARS BY SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1152

EXECUTIVE SUMMARY: California American Water Company provides water services within the City of Imperial Beach and is currently operating under a 25 year franchise agreement with the City of Imperial Beach that is set to expire in August of 2015. California American is requesting a renewal of the agreement for an additional 25 years which allows them to use the City's right-of-way to operate its water system. Implementation of the agreement requires the City Council to hold a public hearing to obtain community input and adoption of an Ordinance (No. 2015-1152) granting a franchise to California American Water Company.

RECOMMENDATION:

That the City Council waives further reading in full and adopts Ordinance No. 2015-1152.

RATIONALE:

Cal-Am is the current water purveyor in Imperial Beach. California law allows municipalities to require a franchise agreement and associated fee that allows public and private utility companies to operate and maintain facilities in the public right of way.

OPTIONS:

- Adopt Ordinance No. 2015-1152 that renews a franchise agreement with California American Water Company for a period of 25 years.
- Do not approve Ordinance No. 2015-1152, denying the request for renewal of a franchise agreement.

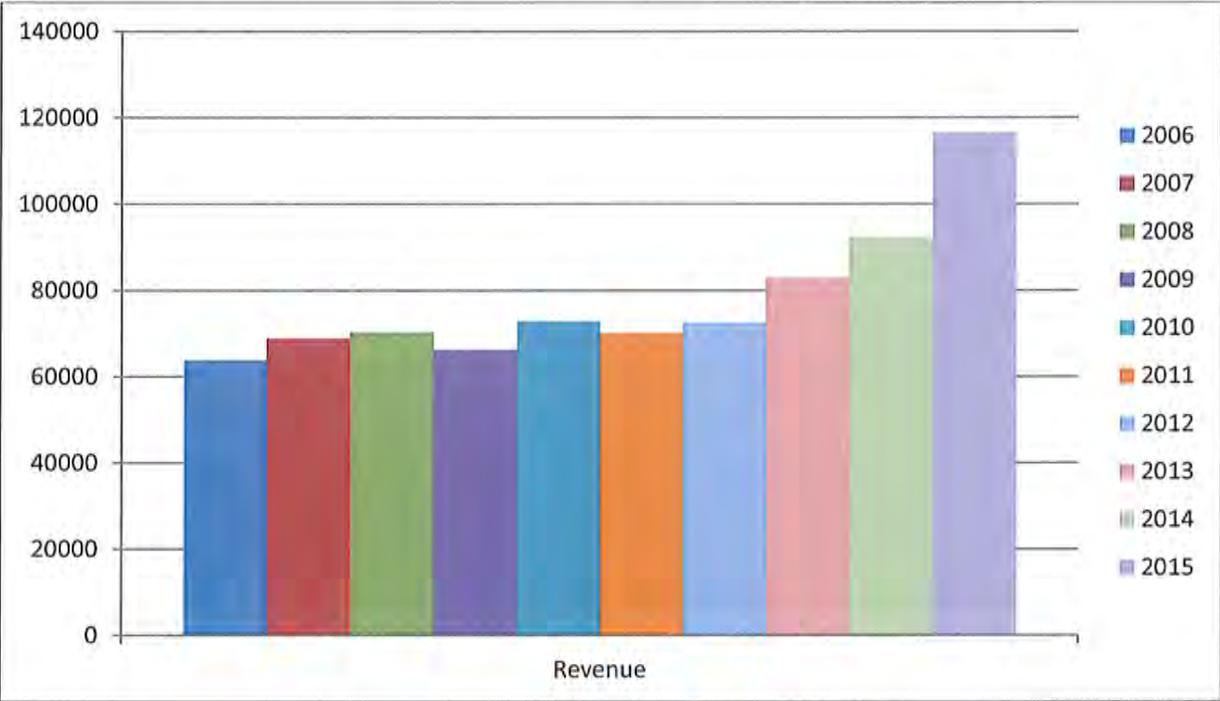
BACKGROUND:

On July 5, 1990, the City Council adopted Ordinance 810 granting a 25 year franchise operating agreement to Cal-Am that allows use of the City's right-of-way to operate and maintain a utility system to provide water to the residents and businesses in Imperial Beach. The current franchise agreement expires in August of 2015.

State law provides that upon receiving a request by an applicant for a franchise agreement, the City Council will consider adopting a resolution of intention declaring the City's intent to grant the franchise and set a date for a public hearing to allow interested persons to lodge any objections against such proposed action. The City Council adopted the Resolution of Intention on May 20, 2015 and the City Clerk published notice of a public hearing as required by law to allow interested persons to provide comments. The first reading of Ordinance No. 2015-1152 took place at the City Council meeting of June 17, 2015.

ANALYSIS:

The California Public Utility Code, Section 6231, allows municipalities to impose a franchise fee, not to exceed two percent on water companies to operate and maintain utility facilities in the public right of way. The revenue is received to the General Fund and used for general government purposes. The Franchise Act was passed in 1937 with the two percent fee in place and it has not been altered since. Therefore, it is safe to assume there is little likelihood the fee will be increased during the proposed length of the agreement. The following graph represents the revenues generated during the past ten (10) years from the franchise fee of Cal-Am:



As indicated, it is anticipated that the agreement will generate about \$116,500 for Imperial Beach in 2015 which is an increase from about \$64,000 in 2006. Cal-Am has requested to renew the franchise with the City for an additional period of 25 years.

The franchise is granted by Ordinance and is attached hereto for consideration by the City Council (Ordinance 2015-1152), and contains the terms of the proposed Franchise agreement between the City and Cal-Am. Cal-Am would be allowed to continue to use the City's right of way for locating, operating and maintaining the water infrastructure in exchange for payment of the franchise fee. The agreement also requires Cal-Am to repair any public property that they damage and defend and indemnify the City for any third party claims that relate to the operation and maintenance of the system. The City has the ability to terminate the Franchise agreement in the event that Cal-Am is not in compliance with the terms of the Ordinance.

In accordance with applicable state law, the City Council must hold the public hearing and consider any written, signed protests by interested persons prior to the granting of the franchise. The City Council can determine if the written protests are sufficient or determine if the written protests should be denied, overruled or deemed insufficient. If the City Council determines that the written protests are insufficient, then the City Council can approve the agreement by adopting Ordinance 2015-1152. As of the date of this staff report, no written protests have been received.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

Although there is an impact to the City's right of way, revenues from the imposition of the franchise fee is a significant revenue source for Imperial Beach.

Attachments:

1. Ordinance 2015-1152

ORDINANCE NO. 2015-1152

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF IMPERIAL BEACH, CALIFORNIA GRANTING A FRANCHISE RENEWAL TO
CALIFORNIA-AMERICAN WATER COMPANY**

WHEREAS, the City Council of the City of Imperial Beach adopted a resolution of intention to adopt a franchise renewal with California-American Water Company on May 20, 2015 which included the setting of a public hearing on June 17, 2015; and

WHEREAS, the City Clerk published the resolution of intention as required by law on May 28, 2015 giving notice of the public hearing to consider adoption of the franchise renewal; and

WHEREAS, the City Council held a public hearing on June 17, 2015 to consider any objections to the proposed franchise renewal.

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

WATER FRANCHISE

Section 1. Definitions.

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. Provisions of this Ordinance shall be construed in accordance with the laws of the State of California.

- a) "CITY" shall mean the CITY OF IMPERIAL BEACH, a municipal corporation duly organized and existing under and by virtue of the laws of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged, or reincorporated form.
- b) "Council" shall mean the City Council of Imperial Beach.
- c) "GRANTEE" shall mean the CALIFORNIA-AMERICAN WATER COMPANY to which this Franchise is granted by the Council, and its lawful successors or assigns; and to whom or which has filed with the CITY an acceptance and bond as referred in section 9.
- d) "Franchise Property" shall mean all property retained by the GRANTEE in a Street under authority of this Franchise.
- e) "Street" shall mean the surface of, and the space above and below any public street, road, highway, freeway, lane, alley, court, sidewalk, parkway, bike path, or drive, now or hereafter existing as such within the CITY.

- f) "Person" shall mean any individual, association, partnership, or corporation.

Section 2. Nature and Extent of Franchise Grant.

By and through this Ordinance, the City hereby grants a renewal of the Franchise granted by Ordinance No. 810 and authorizes GRANTEE to lay, construct, install, operate, alter, repair, replace, reconstruct, maintain and use a system of water pipes and pipelines, mains, tubes, ditches, flumes, conduits, and all appliances, attachments, facilities, and appurtenances for transmitting and distributing water for domestic, commercial, industrial and irrigation purposes, and for any and all purposes, for which water can be used on, along, in, under, over, across, or upon any Street within the boundaries of the CITY as the same shall now or hereafter exist ("Franchise").

Section 3. Duration of Grant.

This Franchise shall become effective upon written acceptance thereof filed by the GRANTEE with the City Clerk accompanied by the performance bond and insurance certificate(s) required by sections 9 and 10. Such written acceptance, bond and insurance shall be filed by GRANTEE within thirty (30) days after this Ordinance granting the Franchise becomes effective unless the time is extended by the Council.

The term of this Franchise shall be twenty-five (25) years commencing on the effective date hereof.

This Franchise may be terminated by the Council pursuant to Public Utilities Code section 6291 and/or section 6292 in the event the Council shall have found, after notice and hearing that the GRANTEE has failed to comply with any provisions hereof.

The GRANTEE shall not commence operation under this Franchise until the happening of the following events:

- a) The written acceptance hereof by the GRANTEE accepting all of the terms and conditions of this Franchise and agreeing to be bound thereby, delivered to the City Clerk in a form approved by the City Attorney.
- b) The filing of a surety bond or bonds with the City Clerk, as required in section 9 of this Franchise, in the amount specified therein and in a form satisfactory to the City Attorney.

Section 4. Limitations upon Grant.

- a) No privilege or exemption is granted or conferred by this Franchise except those specifically prescribed herein.
- b) This Franchise and privilege shall be subordinate to any franchise or lawful occupancy of any Street which pre-exists GRANTEE's original Franchise granted via Ordinance No. 810 in connection with the purpose of said pre-existing franchise or franchises or any extension thereof.
- c) This Franchise is a privilege to be held in personal trust by the original GRANTEE. It cannot in any event be transferred in part, and it is not to be sold, transferred,

leased, assigned, or disposed of as a whole, either by forced sale, merger, consolidation or otherwise, without prior written consent of the CITY (which consent shall not be unreasonably withheld) by express resolution, and then only under such conditions as may be therein prescribed; provided, however, that no such consent shall be required for any transfer in trust, mortgage, or other hypothecation, as a whole, to secure an indebtedness.

- d) Neither the granting of this Franchise nor any provision hereof shall constitute a waiver or bar to the lawful exercise of any governmental right or power of the CITY.
- e) Time is of the essence of this Franchise. The GRANTEE shall not be relieved of its obligation to promptly comply with any provision hereof by any failure of the CITY to enforce prompt compliance with the same or any other provision.
- f) Any right or power conferred, or duty imposed upon any officer, employee, department or board of the CITY is subject to transfer by operation of law to any other officer, employee, department or board of the CITY.

Section 5. Franchise Grant and Compensation.

- a) By its acceptance of this Franchise, the GRANTEE agrees and shall, during the life of this Franchise, pay to the CITY a sum annually which shall be two percent (2%) of the GRANTEE's gross annual receipts arising from the use, operation, or possession of the Franchise, except that this payment shall not be less than 1 percent (1%) of the GRANTEE's gross annual receipts derived from the sale of water within the limits of the CITY under this Franchise during the immediately preceding calendar year.
- b) All checks for such payments shall be made payable to the City Treasurer, and shall be submitted to the City Treasurer on or before the last day of March of each year for the preceding calendar year.
- c) Each payment shall be accompanied by a statement, in duplicate, verified by a duly authorized representative of the GRANTEE, showing in such form and detail as the Council may require from time to time, the facts material to a determination of the amount due.
- d) The payment made to the CITY by the GRANTEE pursuant to this section for any calendar year shall not be in lieu of any license, fee or business tax prescribed by the CITY for the same period.

Section 6. Inspection of Property and Records.

At all reasonable times and upon reasonable notice the GRANTEE shall permit any duly authorized representative of the CITY, if accompanied by a duly authorized representative of GRANTEE, to:

- a) examine all above-ground or uncovered Franchise Property in a manner conforming to all safety programs applicable to the site;
- b) examine maps or other records kept or maintained by the GRANTEE or under its control in connection with the location of the Franchise Property, this shall include

but not be limited to, any fire hydrant data, water consumer use data, and/or meter-reading data ; and

- c) audit records kept or maintained by the GRANTEE or under its control in connection with the payment of Franchise compensation pursuant to Section 5.

If such maps or other records are not kept in the CITY, or upon reasonable requests are not made available to the CITY for examination, and if the authorized representative of the CITY shall reasonably determine that an examination thereof is necessary or appropriate to the performance of his or her duties, then all reasonable travel and maintenance expenses necessarily incurred in making such examination shall be paid by the GRANTEE.

Section 7. Duties and Liabilities of GRANTEE.

The GRANTEE shall without cost to the CITY:

- a) Pay to the CITY, on demand, the cost of all repairs to public property made necessary by any of the operations of the GRANTEE under this Franchise; construct, relocate, install and maintain all pipes, ditches, flumes, conduits, and appurtenances, for transmitting and distributing water for all purposes, in accordance with and in conformity with all applicable laws, regulations and directives of CITY;
- b) Indemnify, defend, and hold harmless the CITY and its officers from any and all liability for damages proximately resulting from any operations by GRANTEE under this Franchise, as set forth in more detail in section 10; and be liable to the CITY for all damages proximately resulting from the failure of said GRANTEE well and faithfully to observe and perform each and every applicable provision of Division 3, Chapter 2 of the Public Utilities Code of the State of California (the "Franchise Act of 1937");
- c) Permit CITY to audit at cost of GRANTEE the gross annual receipts of GRANTEE, not exceeding five (5) years in arrears.
- d) File with the City Clerk of the CITY within three (3) months after expiration of each calendar year during the term of this Franchise a verified statement showing in detail GRANTEE'S total gross receipts during the preceding calendar year.

Section 8. Forfeiture.

Any neglect, omission or refusal by the GRANTEE to comply with any conditions prescribed in this Ordinance and the continuance of such neglect, omission or refusal for a period of ten (10) days after written demand for compliance to the GRANTEE, who has not begun the work of compliance or after beginning does not prosecute the work with due diligence to completion, the Council may declare the franchise forfeited.

Section 9. Faithful Performance Bond.

- a) The GRANTEE shall, concurrently with the filing of an acceptance of award of this Franchise, file with the City Clerk and at all times thereafter maintain in full force and effect for the term of this Franchise at its expense, a corporate surety bond, in a company approved by the Finance Director and in a form satisfactory to the City

Attorney, in duplicate, in the amount of Fifty Thousand Dollars (\$50,000), and conditioned upon the faithful performance of GRANTEE and that in the event the GRANTEE shall fail to comply with any one or more of the provisions of this Franchise, then there shall be recoverable jointly and severally from the principal and surety of such bond, any damages or loss suffered by the CITY as a result thereof, including the full amount of any compensation, indemnification, or cost of removal or abandonment of property as prescribed by this Ordinance which may be in default, plus a reasonable allowance for attorneys fees and costs, up to the full amount of the bond; said condition to be a continuing obligation for the duration of this Franchise and thereafter until the GRANTEE has liquidated all of its obligations with the CITY that may have arisen from the acceptance of this Franchise by the GRANTEE or from its exercise of any privilege herein granted. The bond shall provide that thirty (30) days prior written notice of intention not to renew, cancellation or material change be given to the CITY.

- b) Neither the provisions of this section, any bond accepted by the CITY pursuant thereto, nor any damages recovered by the CITY thereunder shall be construed to excuse faithful performance by the GRANTEE or limit the liability of the GRANTEE under this Franchise or for damages, either to the full amount of the bond or otherwise.

Section 10. Indemnification.

At all times during the existence of this Franchise, GRANTEE agrees to indemnify, defend, and save harmless the CITY, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the CITY, its officers, agents, and employees may sustain or incur or which may be imposed or alleged upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with GRANTEE's performance or GRANTEE'S failure to perform under the terms of this Franchise, excepting only liability arising out of the negligence or willful misconduct of the CITY, its officers, agents, or employees.

Without limiting GRANTEE's indemnification obligation, it is agreed that GRANTEE shall maintain in force at all times during the existence of this Franchise the following policy or policies of insurance covering its operations:

- a) Comprehensive General Liability, including contractual liability, products and completed operations and business automobile liability, all of which shall include coverage for both bodily injury and property damage with a combined single limit of five (5) million dollars; and
- b) Worker's Compensation coverage at statutory limits. GRANTEE shall furnish to CITY certificates of insurance as to the same and which shall demonstrate that CITY is named as an additional insured under GRANTEE's comprehensive general liability policy. Said liability policy shall provide that it shall not be cancelled, limited or not renewed except upon thirty (30) day's prior written notice to the City Clerk.

Section 11. Location of Franchise Properties.

Franchise Property shall be constructed or installed in the Streets within the CITY only at such locations and in accordance with the applicable laws and regulations of the CITY.

Construction or installation of Franchise Property in all other public places within the CITY shall be subject to the approval of and regulation by the Council not in conflict with the paramount authority of the State. Relocation of Franchise Property shall only be done in accordance with the applicable laws and regulations of the CITY.

Section 12. Removal or Abandonment of Franchise Property.

- a) In the event that the use of any Franchise Property is discontinued for any reason for a continuous period of twelve (12) months or that Franchise Property has been installed in any Street without complying with the requirements of this Franchise, or the Franchise has been terminated, cancelled or expired the GRANTEE shall remove all such property from the Street as required by the applicable ordinances and regulations of the CITY; and in the event of any such removal the GRANTEE shall promptly restore the Street or other area from which such property has been removed to a condition satisfactory to the City Public Works Director.
- b) Franchise Property not ordered removed shall be abandoned as required by the applicable ordinances and regulations of the CITY. Upon abandonment of any Franchise Property in place, the GRANTEE shall submit to the Council an instrument, satisfactory to the City Attorney, transferring to the CITY ownership of such property.

Section 13. Rights Reserved by CITY.

- a) There is hereby reserved to the CITY every right and power which is required to be herein reserved or provided by any ordinance of the CITY, and, to the extent not in conflict with the paramount authority of the State, the GRANTEE by its acceptance of this Franchise agrees to be bound thereby and to comply with any reasonable action or requirement of the CITY in its exercise of any such right or power, heretofore or hereafter enacted or established.
- b) Neither the granting of this Franchise nor any of the provisions contained herein shall be construed to prevent the CITY from granting any identical or similar franchise to any Person other than the GRANTEE; provided, however, that so long as this franchise is in effect CITY shall not grant any such franchise or enter into any such agreement with any other water utility which would serve any portion of the CITY served by GRANTEE under this franchise.
- c) If, at any time during the existence of this Franchise, CITY shall exercise its right to acquire the property of GRANTEE to the extent that such acquisition is authorized or permitted by law, in fixing the price to be paid by the CITY for the acquisition of GRANTEE's property, no allowance shall be made for the value of the Franchise granted by this Ordinance, or for increased value of right of way, if any, resulting therefrom.

Section 14. Surrender of Other Franchises.

This grant is made in lieu of all other franchises, rights, or privileges owned by the GRANTEE, or by any successor of the GRANTEE to any rights under this Franchise, for transmitting and distributing water within the limits of the CITY, as said limits now or may hereafter exist. The acceptance of the Franchise hereby granted shall operate as an

abandonment of all such franchises, rights and privileges within the limits of the CITY, as such limits at any time exist, in lieu of which this Franchise is granted.

Section 15. Enforcement Remedies.

- a) If GRANTEE shall fail or refuse to comply with any of the provisions, conditions, obligations or duties set out in this Franchise, CITY shall notify GRANTEE in writing to perform such obligations or duties. In the event that GRANTEE shall fail to comply with said notice within ten (10) days the CITY may, at its option, proceed to perform the duties or obligations itself, provided that in cases of emergency, the CITY may proceed to perform the duties and obligations. All reasonable costs incurred by the CITY thereby shall be charged against the GRANTEE. If GRANTEE fails or refuses to pay the amount of such costs within thirty (30) days from the date that such costs are submitted to the said GRANTEE in writing, the CITY may proceed to collect such costs by an action at law.
- b) As a separate and alternate remedy, if the GRANTEE shall consistently fail or refuse to comply with any of the provisions set out in this Franchise, the CITY may declare a forfeiture, and/or may sue GRANTEE for damages for such noncompliance, and/or may exercise any other rights or remedies provided by law.

Section 16. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional, by any court or governmental agency of competent jurisdiction, and such portion shall be deemed a separate distinct and independent provision, such invalidity shall not affect the validity of the Ordinance of any of the remaining portions thereof. The invalidity of any portion of this Ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required of the GRANTEE by this Franchise.

Section 17. Publication Expenses.

The GRANTEE shall pay to the CITY a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise. Such payment shall be made within thirty (30) days after CITY shall have furnished GRANTEE with a written statement of such expense.

All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed insofar as they conflict with this Ordinance.

Section 18: The City Clerk of the CITY is further directed to publish a summary of this Ordinance once within fifteen (15) days after its passage in a newspaper of general circulation published in the CITY.

Section 19: This Ordinance shall take effect and be in force on the thirtieth (30th) day from and after its final passage.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 17th day of June 2015;

Ordinance No. 2015-1152
Page 8 of 8

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

AYES:
NAYS:
ABSENT:

Serge Dedina, Mayor

ATTEST:

Jacqueline Hald, City Clerk

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

I, City Clerk of the City of Imperial Beach, do hereby certify the foregoing to be an exact copy of Ordinance No. 2015-1152, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH GRANTING A FRANCHISE RENEWAL TO CALIFORNIA-AMERICAN WATER COMPANY."

JACQUELINE HALD, CITY CLERK

DATE _____

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AGENDA ITEM NO. 2.8

**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT *AH*
SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 2015-1151: COASTAL COMMISSION STIPULATED MODIFICATIONS TO THE ZONING IMPLEMENTATION OF THE 2013-2021 IMPERIAL BEACH HOUSING ELEMENT. MF 1060

EXECUTIVE SUMMARY:

This is the consideration of the Second Reading and Adoption of Ordinance No. 2015-1151 that proposes Coastal Commission stipulated zoning modifications to Ordinance No. 2014-1146, which was adopted by the City Council on August 6, 2014 to implement Programs 12 and 13 of the 2013-2021 (5th Cycle) Imperial Beach Housing Element.

DEPARTMENT RECOMMENDATION:

That the City Council waive further reading in full of the proposed ordinance and adopt Ordinance No. 2015-1151.

RATIONALE:

Adoption of the modifications stipulated by the Coastal Commission would amend and certify previously-adopted Ordinance No. 2014-1146 that implemented Programs 12 (Affordable Housing Density Bonus) and 13 (manufactured homes, transitional/ supportive housing and single-room occupancy units, reasonable accommodations provisions, senior housing, and employee housing) of the adopted Imperial Beach Housing Element.

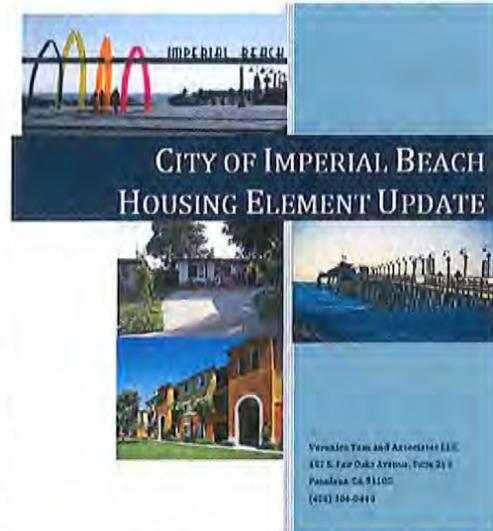
OPTIONS:

Option 1: Approve Ordinance No. 2015-1151 that modifies previously-adopted Ordinance No. 2014-1146 as stipulated by the Coastal Commission. Adoption of the proposed ordinance would complete the City's obligation to make changes to the zoning ordinance so that it would be in compliance with the State's Housing Element Law and federal laws.

Option 2: Do not approve Ordinance No. 2015-1151 as stipulated by the Coastal Commission. This option would render the City's Housing Element out of compliance with the state's Housing Element Law and would make the City ineligible for many of the state's funding programs.

PROJECT BACKGROUND AND EVALUATION:

On June 3, 2015, the City Council considered Ordinance No. 2015-1151 for its Introduction and First Reading at a public hearing. The City Council identified a grammatical redundancy in the suggested modification to the definition of "maximum allowable residential density:"



§ 19.65.020. Definitions.

... "Maximum allowable residential density" means the density allowed under the zoning ordinance and land use element of the general plan, or if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan or, if the proposed density is in an area subject to the City's certified Local Coastal Program, the City's certified Local Coastal Program, the general plan or the City's certified Local Coastal Program density shall prevail.

The City Council also deemed the modification in § 19.02.070.A to be exceeding the normal purview of the Coastal Commission, particularly when language is inserted having to do with the city's building regulations, policies, practices, and procedures.

§ 19.02.070. Reasonable Accommodation for Persons with Disabilities.

A. Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities so long as the requested flexibility or waiver would not require a fundamental alteration in to the nature of the city's land use and zoning and building regulations, policies, practices, procedures, and the City's certified Local Coastal Program.

The City Council adoption of the ordinance on June 17, 2015 was not effective due to a clerical error regarding proper notice in the local newspaper. The notice issue was corrected with the publication of the ordinance summary at least 5 days prior to the City Council meeting at which the ordinance will be adopted.

General Plan/Local Coastal Plan/Zoning Consistency: Government Code Section 65300.5 provides that general plan elements and policies be internally consistent. Government Code

Section 65860 provides that implementing ordinances be externally consistent with the General Plan/Local Coastal Plan.

ENVIRONMENTAL DETERMINATION: A draft Negative Declaration (ND) for the 5th Cycle Housing Element was prepared and advertised for public review from November 1, 2012 to December 3, 2012 in accordance with the California Environmental Quality Act (CEQA) and the draft ND was routed for state agency review through the Clearinghouse (SCH# 2012111006) from November 1, 2012 to November 30, 2012. No comments were received. The draft ND was certified by the City Council on January 23, 2013 as the Final Negative Declaration. The Final ND remains adequate for the zoning modifications stipulated by the Coastal Commission.

Local Coastal Program Amendment: Public Resources Code Section 30500.1 of the California Coastal Act provides that: "No local coastal program shall be required to include housing policies and programs." However, the Imperial Beach Zoning Ordinance (Title 19) is the implementation component of the Imperial Beach Local Coastal Program (LCP) and the amendment proposes to add and amend provisions of the Zoning Ordinance as described above. Public notice was given of the availability of documents and request for comments pertaining to this item and it began a six-week/45-day public review period from April 17, 2014 through June 2, 2014 for the item prior to the August 6, 2014 final action taken by the City Council on this amendment, pursuant to California Code of Regulations Code §13515 (14 CCR 13515) and California Government Code §65352. This modification notice and amendment was posted on the City's website at the Public Notices tab under the Government pull-down menu at www.imperialbeachca.gov. The proposed amendment will only become effectively certified upon the date the Coastal Commission concurs with the Executive Director's report of the City's acceptance of the suggested modifications and upon the Executive Director's determination that the modifications adopted by the City will be consistent with the Commission's certification order.

FISCAL ANALYSIS:

The contract with Veronica Tam and Associates (authorized by the City Council on June 15, 2011; Resolution No. 2011-7053 and R-10-231) to produce the 2013-2021 Housing Element was in the amount of \$ 36,910 which was paid from the 20% housing set aside portion of the redevelopment funds. The Housing Element was completed ahead of the state's deadline and under budget. The zoning implementation is anticipated to have a negligible fiscal impact as it would merely bring municipal requirements and practices into compliance with state and federal laws. Adoption of the Coastal Commission stipulated modifications would conclude the zoning implementation program of the Housing Element and enable the City of Imperial Beach to remain eligible for state funding programs.

Attachments:

1. Ordinance No. 2015-1151

c: file MF 1060 Housing Element GPA 100060
Keri Robinson, Coastal Program Analyst, California Coastal Commission, 7575
Metropolitan Drive, Suite 103, San Diego, CA 92108-1735
Keri.Robinson@coastal.ca.gov

Robin Huntley, HPD Analyst, California Department of Housing and Community Development, 1800 Third Street, Sacramento, CA 95811-6942
rhuntley@hcd.ca.gov

Susan Baldwin, Senior Regional Planner - Housing, SANDAG, 401 B Street, Ste. 800, San Diego, CA 92101 Susan.Baldwin@sandag.org

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

ORDINANCE NO. 2015-1151

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH MODIFYING, PURSUANT TO COASTAL COMMISSION CERTIFICATION ORDER, ORDINANCE NO. 2014-1146 THAT AMENDED TITLE 19 (ZONING) OF THE IMPERIAL BEACH MUNICIPAL CODE THAT PROPOSED IMPLEMENTING PROGRAMS 12 AND 13 OF THE 2013-2021 (5TH CYCLE) HOUSING ELEMENT. MF 1060.

WHEREAS, on January 23, 2013, the City Council of the City of Imperial Beach held a duly advertised public hearing and adopted Resolution No. 2013-7287 that approved the 2013-2021 (5th Cycle) Housing Element; and

WHEREAS, on February 21, 2013, the adopted Housing Element was certified by the California Department of Housing and Community Development (HCD); and

WHEREAS, on July 16, 2014, the City Council of the City of Imperial Beach held a duly advertised public hearing to introduce and consider for First Reading Ordinance No. 2014-1146 and, thereafter, on August 6, 2014, upon consideration of its Second Reading adopted Ordinance No. 2014-1146 amending the Zoning Ordinance that implemented Programs 12 and 13 of the 2013-2021 (5th Cycle) Housing Element; and

WHEREAS, on March 11, 2015, the California Coastal Commission provisionally certified Imperial Beach LCP Amendment No. LCP-6-IMB-14-0838-1 (Ordinance No. 2014-1146) subject to modifications required by the Commission for final certification; and

WHEREAS, the City Council held a duly advertised public hearing on June 3, 2015 to consider the zoning modifications suggested by the Coastal Commission and acknowledges receipt of and agrees to the Coastal Commission's resolution of certification but includes herein some minor corrections to the terms or modifications required by the Commission for final certification; and

WHEREAS, the City Council finds that the proposed implementing zoning amendments would be externally consistent with the General Plan/ Local Coastal Plan, specifically the Housing Element, pursuant to Government Code Section 65860; and

WHEREAS, the City Council of the City Of Imperial Beach hereby finds that the implementing zoning amendments of the 2013-2021 Housing Element is in substantial compliance with the California Housing Element Law (Government Code Section 65580 et seq.); and

WHEREAS, the City Council finds that the Final Negative Declaration (SCH # 2012111006) adopted by the City Council on January 23, 2013 for the Housing Element remains adequate in addressing any environmental effects that may result from the implementation of the policies and programs, including the proposed zoning amendments, of the Housing Element.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH DOES ORDAIN AS FOLLOWS:

SECTION ONE: That Ordinance No. 2014-1146 is hereby amended to read as follows:

SECTION 1: That Chapter 19.65 is hereby amended to read as follows:

Chapter 19.65. AFFORDABLE HOUSING DENSITY BONUS

19.65.010. Purpose.

This chapter establishes procedures and requirements to facilitate the development of affordable housing that serve moderate income, low income, very low income, and senior households within the city. To encourage the provision of affordable housing, the city shall provide to developers who meet the requirements established by this chapter and Government Code Section 65915 (Density Bonus Law) a density bonus and the incentives identified in Government Code Section 65915.

19.65.020. Definitions.

As used in this chapter, the following terms shall have the following meanings:

"Affordability" is determined as 30 percent or less of the area median income (AMI) as adjusted for assumed household size for moderate income, low income, and very low income households as defined by the Health and Safety Code.

"Density bonus" means a density increase over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date of application by the developer to the City. The density bonus shall apply to residential developments of five or more units. The number of housing units to be reserved for low or very low income households or qualifying residents does not include the density bonus units.

"Equivalent financial value" means to the cost to developer/property owner based on the land cost per dwelling unit. The land cost per dwelling unit is determined by the difference in the value of the land with and without the density bonus.

"Housing development," as used in this chapter, means a development project for five or more residential units. For the purposes of this chapter, "housing development" also includes a subdivision or common interest development, as defined in Section 4100 of the Civil Code, approved by the City and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling, as defined in subdivision (d) of Government Code Section 65863.4, where the result of the rehabilitation would be a net increase in available residential units. For the purpose of calculating a density bonus, the residential units shall be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels. The density bonus shall be permitted in geographic areas of the housing development other than the areas where the units for the lower income households are located.

"Maximum allowable residential density" means the density allowed under the zoning ordinance and land use element of the general plan, or if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan or, if the proposed density is in an area subject to the City's certified Local Coastal Program, the general plan or the City's certified Local Coastal Program density shall prevail.

"Lower income households" are as currently defined in Section 50079.5 of the Health and Safety Code and any subsequent amendments or revisions.

"Qualifying resident" or "senior citizen" means a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development as defined in Section 51.3 of the Civil Code and any subsequent amendments or revisions.

"Very low income households" are as currently defined in Section 50105 of the Health and Safety Code and any subsequent amendments or revisions. (Ord. 94-888 § 2, 1994; Ord. 94-884)

19.65.030. Density Bonus Application Process.

A. Pursuant to and in accordance with Government Code Section 65915, et seq., an applicant seeking a density bonus for a housing development shall file the completed application with and on a form provided by the Community Development Department. The City shall grant:

1. A density bonus and additional concessions or incentives pursuant to this chapter,

B. In order to qualify for the density bonus, a proposed housing development must consist of five or more dwelling units and meet one or more of the following criteria:

1. At least ten percent of the total units allowed by the maximum permitted density are designated for lower-income households as defined in Section 50079.5 of the Health and Safety Code; or

2. At least five percent of the total units allowed by the maximum permitted density are designated for very low-income households as defined in Section 50105 of the Health and Safety Code; or

3. A senior citizen housing development, as defined in Sections 51.3 of the Civil Code, or mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code.

4. Ten percent of the total dwelling units in a common interest development as defined in Section 4100 of the Civil Code for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase.

C. This chapter shall not be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 commencing with Section 30000 of the Public Resources Code). In the coastal zone, the density bonus shall be calculated based on the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as they apply to the project site. The otherwise maximum allowable residential density shall mean the maximum potential density modified by applying all site-specific environmental development constraints identified within the coastal zoning ordinances and land use element certified by the coastal commission. The density bonus shall be applicable to housing developments consisting of five or more units.

D. In the coastal zone, any housing development approved pursuant to Government Code Section 65915 shall be consistent, to the maximum extent feasible, and in a manner most protective of coastal resources, with all otherwise applicable certified local coastal program policies and development standards. Approval of development proposed under this section shall require a finding that the development, if it had been proposed without the twenty-five percent density increase, would have been fully consistent with the policies and development standards of the certified local coastal program. In cases where a density increase is granted pursuant to Government Code Section 65915 which results in development inconsistent with

otherwise applicable certified local coastal program policies and development standards, such as height, parking and setback requirements, the relief granted from such standards shall be considered an additional incentive under Government Code Section 65915. (Ord. 94-888 § 2, 1994; Ord. 94-884)

19.65.040. Density bonus agreement.

A. To be eligible for a density bonus, the developer/property owner must sign a binding agreement with the City which sets forth the conditions and guidelines to be met in the implementation of the density bonus law requirements pursuant to Government Code Sections 65915.(c) and 65917. The agreement will also establish specific compliance standards and remedies available to the City upon failure by the developer/property owner to make units accessible to intended residents. To ensure compliance, the city shall require a security in an amount and in a form acceptable to the City Manager, City Attorney, and the Community Development Department. (Ord. 94-888 § 2, 1994; Ord. 94-884)

B. The developer/property owner shall agree to, and the City shall ensure, continued affordability of all low- and very low income units that qualified the applicant for the award of the density bonus for 30 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program. Rents for the lower income density bonus units shall be set at an affordable rent as defined in Section 50053 of the Health and Safety Code. Owner-occupied units shall be available at an affordable housing cost as defined in Section 50052.5 of the Health and Safety Code.

C. The developer/property owner shall agree to, and the City shall ensure that, the initial occupant of the moderate-income units that are directly related to the receipt of the density bonus in the common interest development, as defined in Section 4100 of the Civil Code, are persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, and that the units are offered at an affordable housing cost, as that cost is defined in Section 50052.5 of the Health and Safety Code. The local government shall enforce an equity sharing agreement, unless it is in conflict with the requirements of another public funding source or law. The following apply to the equity sharing agreement:

1. Upon resale, the seller of the unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation. The local government shall recapture any initial subsidy, as defined in subparagraph 2, and its proportionate share of appreciation, as defined in subparagraph 3, which amount shall be used within five years for any of the purposes described in subdivision (e) of Section 33334.2 of the Health and Safety Code that promote home ownership.

2. The local government's initial subsidy shall be equal to the fair market value of the home at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value

3. The local government's proportionate share of appreciation shall be equal to the ratio of the local government's initial subsidy to the fair market value of the home at the time of initial sale.

D. Where there is a direct financial contribution to a housing development pursuant to Government Code Section 65915 through participation in the cost of infrastructure, write-down of land costs, or subsidizing the cost of construction, the City shall assure continued availability for low- and moderate-income units for 30 years. When appropriate, the agreement provided for in Section 19.65.040 shall specify the mechanisms and procedures necessary to carry out this section.

19.65.050. Density bonus calculations.

A. **Low-Income Units.** For housing developments meeting the criteria of Section 19.65.030.B.1, the density bonus shall be calculated as follows:

Percentage Low-Income Units	Percentage Density Bonus	Incentives/concessions
10	20	1
11	21.5	1
12	23	1
13	24.5	1
14	26	1
15	27.5	1
17	30.5	1
18	32	1
19	33.5	1
20 - 29	35	2
≥ 30	35	3

B. **Very Low-Income Units.** For housing developments meeting the criteria of Section 19.65.030.B.2, the density bonus shall be calculated as follows:

Percentage Very Low-Income Units	Percentage Density Bonus	Incentives/concessions
5	20	1
6	22.5	1
7	25	1
8	27.5	1
9	30	1
10	32.5	2
11 – 14	35	2
≥ 15	35	3

C. **Senior Housing.** For housing developments meeting the criteria of Section 19.65.030.B.3, the density bonus shall be 20 percent of the number of senior housing units.

D. **Moderate Income Units.** For housing developments meeting the criteria of Section 19.65.030.B.4, the density bonus shall be calculated as follows:

Percentage Moderate Income Units	Percentage Density Bonus	Incentives/concessions
10	5	1
11	6	1
12	7	1

13	8	1
14	9	1
15	10	1
16	11	1
17	12	1
18	13	1
19	14	1
20	15	2
21	16	2
22	17	2
23	18	2
24	19	2
25	20	2
26	21	2
27	22	2
28	23	2
29	24	2
30	25	3
31	26	3
32	27	3
33	28	3
34	29	3
35	30	3
36	31	3
37	32	3
38	33	3
39	34	3
40	35	3

E. All density calculations resulting in fractional units shall be rounded up to the next whole number. The granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.

F. **Land donation.** When an applicant for a tentative subdivision map, parcel map, or other residential development approval donates land to the City in accordance with the state Density Bonus Law, the applicant shall be entitled to a 15-percent increase above the otherwise maximum allowable residential density for the entire development, as follows:

Percentage Very Low Income	Percentage Density Bonus
10	15
11	16
12	17
13	18
14	19

15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35

19.65.060. Incentives or Concessions.

A. The applicant shall receive the following number of incentives or concessions:

1. One incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a common interest development.
2. Two incentives or concessions for projects that include at least 20 percent of the total units for lower income households, at least 10 percent for very low income households, or at least 20 percent for persons and families of moderate income in a common interest development.
3. Three incentives or concessions for projects that include at least 30 percent of the total units for lower income households, at least 15 percent for very low income households, or at least 30 percent for persons and families of moderate income in a common interest development.

B. Such concession shall be specific to the individual project and may include:

1. A modification of development standards pertaining to building height, open space, lot size requirements, street access, off-street parking, landscaping, fencing or other development standards, or off-site improvements;
2. Reduction of development processing fees, not including impacts fees;
3. In the coastal zone, any incentives must be consistent to the maximum extent feasible, and in a manner most protective of coastal resources, with all otherwise applicable certified local coastal program policies and standards. In choosing between incentives, priority shall be given to that incentive most protective of coastal resources so as to avoid any development within or adjacent to wetlands or other environmentally sensitive areas, or any

development within or adjacent to geologic hazard areas, or any development which would result in any significant adverse impacts on coastal access and recreation.

C. An applicant for a density bonus pursuant to Section 19.65.030 may submit to the City a proposal for the specific incentives or concessions that the applicant requests pursuant to this chapter, and may request a meeting with the City. The City shall grant the concession or incentive requested by the applicant unless the City makes a written finding, based upon substantial evidence, of any of the following:

1. The concession or incentive is not required in order to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in the density bonus agreement.

2. The concession or incentive would have a specific adverse impact, as defined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

3. The concession or incentive would be contrary to state or federal law.

D. The developer and city staff shall negotiate to determine the incentives which will make the project economically feasible with minimum deviations from established standards and minimal impacts of health, safety and welfare. (Ord. 94-888 § 2, 1994; Ord. 94-884)

19.65.070. Development Standards.

A. "Development standard" includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.

B. The City may not apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of Section 19.65.030.B at the densities or with the concessions or incentives permitted by this chapter. An applicant may submit to the City a proposal for the waiver or reduction of development standards that will have the effect of physically precluding the construction of a development meeting the criteria of Section 19.65.030.B at the densities or with the concessions or incentives permitted under this chapter, and may request a meeting with the City.

C. The City is not required to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon health, safety, or the physical environment, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. The City is not required to waive or reduce development standards if such waiver or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources, or to grant any waiver or reduction that would be contrary to state or federal law.

D. A proposal for the waiver or reduction of development standards pursuant to this section shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to Section 19.65.060.

E. Upon the request of the developer, the City shall not require a vehicular parking ratio, inclusive of disabled and guest parking, of a development meeting the criteria of Section 19.65.030.B that exceeds the following ratios:

1. Zero to one bedroom: one onsite parking space.
2. Two to three bedrooms: two onsite parking spaces.
3. Four and more bedrooms: two and one-half parking spaces.

F. If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this section, a development may provide "onsite parking" through tandem parking or uncovered parking, but not through on-street parking.

G. This subdivision shall apply to a development that meets the requirements of Section 19.65.030.B but only at the request of the applicant. An applicant may request parking incentives or concessions beyond those provided in this section.

19.65.080. Child care facility.

A. When an applicant proposes to construct a housing development that conforms to the requirements of Section 19.65.030.B and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the project, the City shall grant either of the following:

1. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the child care facility.
2. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the child care facility.

B. The City shall require, as a condition of approving the housing development, that the following occur:

1. The child care facility shall remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to subdivision (c).
2. Of the children who attend the child care facility, the children of very low income households, lower income households, or families of moderate income shall equal a percentage that is equal to or greater than the percentage of dwelling units that are required for very low income households, lower income households, or families of moderate income pursuant to subdivision (b).

C. Notwithstanding any requirement of this subdivision, a city, county, or city and county shall not be required to provide a density bonus or concession for a child care facility if it finds, based upon substantial evidence, that the community has adequate child care facilities.

D. "Child care facility," as used in this section, means a facility installed, operated, and maintained for the nonresidential care of children as defined under applicable state licensing requirements for the facility other than a family day care home, but including and not limited to, infant centers, preschools, extended day care facilities, and school age child care centers.

E. "Density bonus" as used in this section means a floor area ratio bonus over the otherwise maximum allowable density permitted under the applicable zoning ordinance and land use elements of the general plan of the City of:

1. A maximum of five square feet of floor area for each one square foot of floor area contained in the child care facility for existing structures.

2. A maximum of 10 square feet of floor area for each one square foot of floor area contained in the child care facility for new structures.

3. For purposes of calculating the density bonus under this section, both indoor and outdoor square footage requirements for the child care facility as set forth in applicable state child care licensing requirements shall be included in the floor area of the child care facility.

F. "Developer" means the owner or other person, including a lessee, having the right under the applicable zoning ordinance of the City to make an application for development approvals for the development or redevelopment of a commercial project.

G. "Floor area" means as to a commercial project, the floor area as calculated under the applicable zoning ordinance of the City and as to a child care facility, the total area contained within the exterior walls of the facility and all outdoor areas devoted to the use of the facility in accordance with applicable state child care licensing requirements.

H. The City may establish a procedure by ordinance to grant a developer of a commercial project, containing at least 50,000 square feet of floor area, a density bonus when that developer has set aside at least 2,000 square feet of floor area and 3,000 outdoor square feet to be used for a child care facility. The granting of a bonus shall not preclude the City from imposing necessary conditions on the project or on the additional square footage. Projects constructed under this section shall conform to height, setback, lot coverage, architectural review, site plan review, fees, charges, and other health, safety, and zoning requirements generally applicable to construction in the zone in which the property is located. A consortium with more than one developer may be permitted to achieve the threshold amount for the available density bonus with each developer's density bonus equal to the percentage participation of the developer. This facility may be located on the project site or may be located offsite as agreed upon by the developer and the City. If the child care facility is not located on the site of the project, the City shall determine whether the location of the child care facility is appropriate and whether it conforms with the intent of this section. The child care facility shall be of a size to comply with all state licensing requirements in order to accommodate at least 40 children.

I. The developer may operate the child care facility itself or may contract with a licensed child care provider to operate the facility. In all cases, the developer shall show ongoing coordination with a local child care resource and referral network or local governmental child care coordinator in order to qualify for the density bonus.

J. If the developer uses space allocated for child care facility purposes, in accordance with Section 19.65.030.B, for purposes other than for a child care facility, an assessment based on the square footage of the project may be levied and collected by the City. The assessment shall be consistent with the market value of the space. If the developer fails to have the space allocated for the child care facility within three years, from the date upon which the first temporary certificate of occupancy is granted, an assessment based on the square footage of the project may be levied and collected by the City in accordance with procedures to be developed by the City. The assessment shall be consistent with the market value of the space. A penalty levied against a consortium of developers shall be charged to each developer in an amount equal to the developer's percentage square feet participation. Funds collected pursuant

to this subdivision shall be deposited by the City into a special account to be used for child care services or child care facilities.

K. Once the child care facility has been established, prior to the closure, change in use, or reduction in the physical size of, the facility, the City shall be required to make a finding that the need for child care is no longer present, or is not present to the same degree as it was at the time the facility was established.

19.65.090. Condominium conversions.

A. When an applicant for approval to convert apartments to a condominium project agrees to provide at least 33 percent of the total units of the proposed condominium project to persons and families of low or moderate income as defined in Section 50093 of the Health and Safety Code, or 15 percent of the total units of the proposed condominium project to lower income households as defined in Section 50079.5 of the Health and Safety Code, and agrees to pay for the reasonably necessary administrative costs incurred by the City pursuant to this section, the City shall either (1) grant a density bonus or (2) provide other incentives of equivalent financial value. The City may place such reasonable conditions on the granting of a density bonus or other incentives of equivalent financial value as it finds appropriate, including, but not limited to, conditions which assure continued affordability of units to subsequent purchasers who are persons and families of low and moderate income or lower income households.

B. For purposes of this section, "density bonus" means an increase in units of 25 percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion.

C. For purposes of this section, "other incentives of equivalent financial value" shall not be construed to require the City to provide cash transfer payments or other monetary compensation but may include the reduction or waiver of requirements which the City might otherwise apply as conditions of conversion approval.

D. An applicant for approval to convert apartments to a condominium project may submit to the City a preliminary proposal pursuant to this section prior to the submittal of any formal requests for subdivision map approvals. The City shall, within 90 days of receipt of a written proposal, notify the applicant in writing of the manner in which it will comply with this section. The City shall establish procedures for carrying out this section, which shall include legislative body approval of the means of compliance with this section.

E. Nothing in this section shall be construed to require the City to approve a proposal to convert apartments to condominiums.

F. An applicant shall be ineligible for a density bonus or other incentives under this section if the apartments proposed for conversion constitute a housing development for which a density bonus or other incentives were provided under Government Code Section 65915.

19.65.100. Other Affordable Housing Incentives or Concessions.

Applications for affordable housing projects not qualifying for or requesting a density bonus may be considered for incentives or concessions at the discretion of the City Council. The City may require an affordable housing agreement to ensure the availability of the targeted units for low and moderate income households for a period of 30 years and may execute such other provisions as may be necessary to implement the agreement.

For development within the City's LCP jurisdiction, any housing development approved shall be consistent, to the maximum extent feasible and in a manner most protective of coastal resources, with all of the City's otherwise applicable certified Local Coastal Program policies and standards.

SECTION 2: That Section 19.68.030 is hereby amended to read as follows:

19.68.030. Manufactured homes in Residential zones.

- A. It is the purpose of this section to allow the placement of manufactured homes in the R-1-6000, R-1-3800, R-3000-D, R-3000, R-2000, and R-1500 zones.
- B. Eligibility. A manufactured home shall not be eligible:
 - 1. If more than ten years have elapsed between the date of manufacture and the date of the application for a permit.
 - 2. If the home is not certified under the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. Section 5401, et seq.)
 - 3. If it has been altered in violation of applicable code.
- C. Criteria. The manufactured home shall:
 - 1. Be occupied only as a single-family residential use;
 - 2. Be subject to all provisions of the Zoning Ordinance applicable to residential structures;
 - 3. Be attached to a permanent foundation system in compliance with all applicable building regulations;
 - 4. Have a roof overhang of twelve inches or more. (Ord. 94-884)

SECTION 3: That Chapter 19.04 is hereby amended to include the following definitions:

19.04.318. Employee housing.

Employee housing providing accommodations for six or fewer employees shall be deemed a single-family structure with a residential land use designation pursuant to Health and Safety Code Section 17021.5.(b)

19.04.761. Transitional housing .

"Transitional housing" and "transitional housing development" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months pursuant to Health and Safety Code Section 50801(i). Pursuant to Government Code Section 65583(a)(5), transitional housing and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

19.04.747. Supportive housing.

"Supportive housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community pursuant to Health and Safety Code Section 50675.14(a)(B)(2). Pursuant to Government Code Section 65583(a)(5), transitional housing and supportive housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

19.04.702. Single-room occupancy unit.

Single room occupancy" unit or an SRO, means a room used for sleeping purposes that: (1) is occupied as a primary residence, (2) lacks, in the unit itself, either or both a kitchen or bathroom, and (3) is subject to state landlord-tenant law pursuant to chapter 2 (commencing with section 1940) of Title 5 of part 4 of division 3 of the Civil Code.

SECTION 4: That Section 19.67.010 is hereby amended to read as follows:

19.67.010. Definition.

"Senior citizen housing development" means a residential development developed, substantially rehabilitated, or substantially renovated for, senior citizens that has at least 35 dwelling units. Any senior citizen housing development which is required to obtain a public report under Section 11010 of the Business and Professions Code and which submits its application for a public report after July 1, 2001, shall be required to have been issued a public report as a senior citizen housing development under Section 11010.05 of the Business and Professions Code. No housing development constructed prior to January 1, 1985, shall fail to qualify as a senior citizen housing development because it was not originally developed or put to use for occupancy by senior citizens.

SECTION 5: That Section 19.23.010. is hereby amended to read as follows:

19.23.010. Land use table.

	C/MU-1	C/MU-2	C/MU-3	Notes
Residential and Similar Uses				
Single-room occupancy units	C	N	N	

SECTION 6: That Section 19.02.070. is hereby added to read as follows:

19.02.070. Reasonable Accommodation for Persons with Disabilities.

- A. Reasonable accommodation in the land use and zoning context means providing individuals with disabilities or developers of housing for people with disabilities, flexibility in the application of land use and zoning and building regulations, policies, practices and procedures, or even waiving certain requirements, when it is necessary to eliminate barriers to housing opportunities so long as the requested flexibility or waiver would not require a fundamental alteration to the City's certified Local Coastal Program.

- B. An individual with a disability is someone who has a physical or mental impairment that limits one or more major life activities; anyone who is regarded as having such impairment; or anyone with a record of such impairment.
- C. A request for reasonable accommodation may be made by any individual with a disability, his or her representative, or a developer or provider of housing for individuals with disabilities, when the application of a land use, zoning or building regulation, policy, practice or procedure acts as a barrier to fair housing opportunities.
- D. In order to make housing available to an individual with a disability, any eligible person may request a reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures.
- E. Requests for reasonable accommodation shall be in writing and provide the following information:
 - (1) Name and address of the individual(s) requesting reasonable accommodation;
 - (2) Name and address of the property owner(s);
 - (3) Address of the property for which accommodation is requested;
 - (4) Description of the requested accommodation and the regulation(s), policy or procedure for which accommodation is sought; and (5) Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the dwelling.
- F. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.
- G. A request for reasonable accommodation in regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect the obligations of an individual or a developer of housing for an individual with disabilities to comply with other applicable regulations not at issue in the requested accommodation.
- H. If an individual needs assistance in making the request for reasonable accommodation, the City will provide assistance to ensure that the process is accessible.
- I. Requests for reasonable accommodation shall be reviewed by the Community Development Director.
- J. The Community Development Director shall issue a written decision on a request for reasonable accommodation within thirty (30) days of the date of the application and may either grant, grant with modifications, or deny a request for reasonable accommodation in accordance with the required findings set forth in paragraph L.
- K. If necessary to reach a determination on the request for reasonable accommodation, the Community Development Director may request further information from the applicant consistent with fair housing laws, specifying in detail the information that is required. In the event that a request for additional information is made, the thirty (30) day period to issue a decision is stayed until the applicant responds to the request.
- L. The written decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following factors:

- (1) Whether the housing, which is the subject of the request for reasonable accommodation, will be used by an individual with disabilities protected under fair housing laws;
 - (2) Whether the requested accommodation is necessary to make housing available to an individual with disabilities protected under the fair housing laws;
 - (3) Whether the requested accommodation would impose an undue financial or administrative burden on the jurisdiction and;
 - (4) Whether the requested accommodation would require a fundamental alteration in the nature of the jurisdiction's land use and zoning or building program and the City's certified Local Coastal Program.
- M. The written decision on the request for reasonable accommodation shall explain in detail the basis of the decision, including the Community Development Director's findings on the criteria set forth in paragraph L. All written decisions shall give notice of the applicant's right to appeal and to request reasonable accommodation in the appeals process as set forth below. The notice of decision shall be sent to the applicant by certified mail.
- N. The written decision of the Community Development Director shall be final unless an applicant appeals it to the City Council.
- O. If the Community Development Director fails to render a written decision on the request for reasonable accommodation within the thirty (30) day time period allotted by paragraph J, the request shall be deemed granted.
- P. While a request for reasonable accommodation is pending, all laws and regulations otherwise applicable to the property that is the subject of the request shall remain in full force and effect.
- Q. Within thirty (30) days of the date of the Community Development Director's written decision, an applicant may appeal an adverse decision. Appeals from the adverse decision shall be made in writing.
- R. If an individual needs assistance in filing an appeal on an adverse decision, the City will provide assistance to ensure that the appeals process is accessible.
- S. All appeals shall contain a statement of the grounds for the appeal. Any information identified by an applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection.
- T. Nothing in this procedure shall preclude an aggrieved individual from seeking any other state or federal remedy available.

SECTION TWO: That this ordinance shall only become effectively certified upon the date the Coastal Commission concurs with the Executive Director's report of the City's acceptance of the suggested modifications and upon the Executive Director's determination that the modifications adopted by the City will be consistent with the Commission's certification order.

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.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California, on the 3rd day of June, 2015; and **THEREAFTER ADOPTED** at a regular meeting of the City Council of the City of Imperial Beach, California, on the 15th day of July, 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

APPROVED AS TO FORM:

JENNIFER M. LYON
CITY ATTORNEY



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: ERIKA N. CORTEZ, HUMAN RESOURCES MANAGER *EC*
SUBJECT: ADOPTION OF RESOLUTION NO. 2015-7607 APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) LOCAL 4692

EXECUTIVE SUMMARY:

Staff is recommending that the City Council adopt Resolution No. 2015-7607 approving the MOU between the City and IBFA for Fiscal Year 2015-2016. The terms of the MOU before Council were agreed upon between the City's Labor Negotiation Team and IBFA during negotiations. The MOU before Council codifies the terms agreed in Tentative Agreements between the City's Labor Negotiation Team and IBFA during negotiations.

RECOMMENDATION:

Adopt Resolution No. 2015-7607 which will approve and adopt the MOU between the City and IBFA for one year, effective July 1, 2015 thru June, 30, 2016.

RATIONALE:

The City's Negotiation Team and representatives of the bargaining unit held "meet and confer" meetings in an effort to reach agreement on a new Memorandum of Understanding.

OPTIONS:

- Adopt Resolution No. 2015-7607 which will approve the recommendation.
- Provide direction to the City Manager to take a specific action.

BACKGROUND:

The Memorandum of Understanding ("MOU") between the City and the employees of the City's fire service ("bargaining unit") for fiscal years 2013-2015 expired on June 30, 2015. The bargaining unit is formally represented by the Imperial Beach Firefighters' Association Local 4692 ("IBFA"), as the exclusive bargaining agent for the bargaining unit.

The City's Negotiation Team and representatives of the bargaining unit held "meet and confer" meetings in an effort to reach agreement on a new Memorandum of Understanding.

The City and the bargaining unit signed Tentative Agreements agreeing to the terms contained in the attached MOU. The MOU before Council for approval codifies the terms in the Tentative Agreements previously agreed upon between the City's Labor Negotiation Team and IBFA during negotiations.

ANALYSIS:

The changes from the previous MOU are as follows:

- 1) The parties agree to a new MOU for the period of July 1, 2015 through June 30, 2016.
- 2) Effective January 1, 2016, all full-time probationary and permanent employees will receive a 2% salary adjustment.
- 3) The Sideletter to the IBFA MOU amending the health benefits from January 1, 2015 through June 30, 2015 will be extended to be effective July 1, 2015 through December 31, 2015. Effective January 1, 2016, the City shall provide the following Cafeteria Plan Allotment:
 - Employee Only enrolled in City medical plan: \$800.00 per month
 - Employee + enrolled in City medical plan: \$1,050.00 per month
 - Employee + Family enrolled in City medical plan: \$1,350.00 per month

Effective January 1, 2016, for employees hired *prior* to July 1, 2011 the maximum taxable cash out benefit will be reduced from \$400 to \$200 per month, and the maximum taxable cash out benefit will remain at \$150 per month for employee hired *after* July 1, 2011, and the taxable cash out benefit will be eliminated for employees hired *after* July 1, 2015. Employees must be enrolled in a City medical plan in order to use any Cafeteria Plan Allotments for the Health Care FSA and Dependent Care FSA.

- 4) Effective July 1, 2015, the City shall increase by \$100 a month from \$600 to \$700 per month the uniform allowance.
- 5) The MOU has been updated to comply with the Healthy Workplaces/Healthy Families Act of 2014 which provides 72 hours or 3 days of paid sick leave to part-time employees, and update the MOU to update language on the sick leave payoff to comply with CalPERS and PEPRA.
- 6) Effective July 1, 2015, the City's will provide Bi-lingual Pay Differential, not to exceed \$50 a month for full-time employees and \$.40 cents per hour to part-time employees.
- 7) The parties have agreed that holiday pay will be added to employees annual vacation accrual, and floating holiday will be prorated based on the month of hire.
- 8) The parties have agreed to calculate FLSA overtime based on a 24 day work cycle and overtime will be paid for all hours worked over 182 hours, and that during the term of the MOU, the FLSA work cycle will be changed from a 24 day work cycle to a 28 work cycle.

9) Effective July 1, 2015, the City's will provide upon proof of completion to full-time permanent employees the following education incentive stipend:

- California State Fire Marshal's Fire Officer Certificate: \$50.00 per year
- Associate Degree: \$50.00 per year
- Bachelor's Degree: \$100.00 per year
- Master's Degree: \$200.00 per year

The Fire Officer Certificate can be combined with the degree stipend, but 2 degree stipends can't be combined.

10) The parties have agreed to clean up language throughout the MOU as stated in the Tentative Agreements.

The City made personnel and salary adjustments in the middle of the first year of the MOU for miscellaneous employees. In addition, the City conducted a salary study for most of the miscellaneous and lifeguard employees which resulted in salary adjustments in the middle of the second year of the MOU. The fire service was not included in the mid-year adjustments, and the City recognizes the fire service is below the median for salaries compared to other San Diego County fire services. Therefore, the City agreed to provide a 2% salary adjustment to the fire service, and the City will conduct a salary study for the fire service before the expiration of the MOU.

The membership of the bargaining unit ratified the terms of the MOU.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The fiscal impact associated with this action is as follows:

Category	Fiscal Year 2015/2016
Salaries & Fringe	\$30,000
Health Care	\$ 6,000
Educational Benefits	\$ 1,100
Uniform Allowance	\$ 900
Total Impact	\$38,000

The total general fund cost impact over the one-year budget term is \$38,000. The approved Fiscal Year 2015-2016 Budget has sufficient funds to cover these costs.

Attachments:

1. Resolution No. 2015-7607
2. IBFA MOU

RESOLUTION NO. 2015-7607

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE MEMBERS OF THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) LOCAL 4692

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act; and

WHEREAS, the employees in the City's fire service (hereinafter, "bargaining unit") are formally represented by the Imperial Beach Firefighters' Association Local 4692 (hereinafter, "IBFA"), as the exclusive bargaining agent for the bargaining unit; and

WHEREAS, the Memorandum of Understanding ("MOU") between the City and IBFA for fiscal years 2013-2015 expired on June 30, 2015; and

WHEREAS, the parties held "meet and confer" sessions in an effort to reach an agreement on a new MOU; and

WHEREAS, the City's Negotiating Team and IBFA tentatively agreed upon provisions for a new MOU through Tentative Agreements for one year, July 1, 2015 thru June 30, 2016; and

WHEREAS, the MOU for Fiscal Year 2015-2016 has been ratified and approved by the membership of the IBFA; and

WHEREAS, upon approval of the Resolution by City Council, the MOU shall reflect the sole agreement of the parties and supersede all prior agreements whether written or oral;

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

1. The above recitals are true and correct.
2. MOU between the City and IBFA is hereby adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of July 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, CA. 91932

And

IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) Local 4692
845 Imperial Beach Boulevard
Imperial Beach, CA. 91932

TERM:

July 1, 2015 – June 30, 2016

FINAL

* * * * *

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Preamble

Representatives of the City of Imperial Beach and the Imperial Beach Firefighters' Association Local 4692 have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as "M.O.U" is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties. This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the Imperial Beach Firefighters' Association Local 4692 hereinafter referred to as "ASSOCIATION", and it supersedes all prior agreements, commitments, and practices. This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a one-year (1) period commencing July 1, 2015 through June 30, 2016.

Article 1.0 Management Rights

It is agreed that the City of Imperial Beach, hereafter to be referred to as the "CITY" has the exclusive right to determine the mission of each of its constituent departments, divisions, boards, and commissions; to set standards of selection for employment and promotion; to exercise control and discretion over its organization and operations; to direct its employees and to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to determine the context of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the technology of performing its work.

The exercise of such rights shall be reasonable and shall not preclude employees of the ASSOCIATION from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

Article 2.0 Employee Rights

It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized ASSOCIATION representative.

It is agreed that whenever a CITY employee desires to represent himself/herself in consulting with CITY management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so, which permission shall not be unreasonably withheld.

Article 3.0 Responsibilities of the Imperial Beach Firefighters' Association

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the ASSOCIATION agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all of their assigned duties, rendering loyal and efficient service to the very best of their abilities.

The ASSOCIATION, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represent; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

The ASSOCIATION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all CITY services during the term of this agreement.

A reasonable amount of space shall be provided to the ASSOCIATION on CITY bulletin boards at the Fire Department for legitimate ASSOCIATION communications with members including posting announcements, news items, meeting notices, agendas, training notices, and social activities. The ASSOCIATION shall be responsible to maintain space provided in an orderly condition and shall promptly remove outdated materials.

Article 4.0 Unfair Employee Relations Practices

1. It is agreed that it shall be unfair employee relations practice for the CITY and its management representatives:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this M.O.U. shall not be construed as financial support.
 - c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
2. It is agreed that it shall be an unfair employee relations practice for the ASSOCIATION, its representatives, or members:

- a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
- b. To refuse to meet and confer in good faith CITY officials on matters within the scope of representation.
- c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

Article 5.0 Grievance Procedure

It is agreed that the ASSOCIATION shall have the right to assist any employee covered by this M.O.U. who requests representation of his/her grievance and/or work safety measures for consideration of CITY representatives. The CITY shall release authorized personnel during normal work hours to resolve such grievances, and the pay for such personnel will continue during this period, but overtime pay will not be authorized.

The Grievance Procedure is in the City of Imperial Beach Personnel Rules Article X- Grievance Procedure, and incorporated herein.

Article 6.0 Discharge or Other Disciplinary Action

It is agreed that the CITY shall advise the employee involved of his/her right to representation and a statement in writing for the reason or reasons for taking any disciplinary action against him/her.

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Discipline Procedure of the City of Imperial Beach Personnel Rules, incorporated herein.

Article 7.0 General Provisions

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the twelve (12) month probationary period. Such discharge shall not be subject to the Article X - Grievance Procedure or to Article IX - Discipline Procedure of the City of Imperial Beach Personnel Rules.
2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the ASSOCIATION by reason of age, sex, creed, color, national origin, ASSOCIATION membership or non-ASSOCIATION membership.
3. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of a Human Resources Department employee. Access shall be scheduled at the convenience of the employee and the Human Resources Department. Copies of all materials to be included in personnel folders shall be provided to individual employees.
4. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any

meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hour operations or cause unnecessary loss of time to the CITY.

5. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the MOU by attempting to contact the employee through the last address of record.
6. Training Sessions: Employees may be required to attend training sessions necessary to job indoctrination, performance, supervision, workplace safety, and any other training deemed necessary by the CITY, which will be on CITY time.
7. Quarterly Meetings: That supervisory personnel (Fire Captains) with reasonable advance notice, shall be required to attend quarterly Fire Department regular meetings. This will be compensated time considered necessary and required for departmental training and operational readiness.
8. Association Business: The CITY agrees to provide time off with pay for representatives of the ASSOCIATION when such representatives are meeting with the CITY on matters within the scope of representation.
9. Direct Deposit: All current and new employees shall sign up for direct deposit.
10. California Office of Emergency Services Responses: In accordance with revisions to the California Fire Assistance Agreement effective January 1, 2015, the City will compensate Employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

Article 8.0 Out-of-Classification Pay

An employee who is assigned in writing to work in a higher classification during the fiscal year will at the next appropriate bi-weekly payroll period be paid for these shifts at the salary schedule for the higher classification that is the lowest step that is at least 5.0% (five percent) higher than current salary. It is understood that only one Fire Engineer or Engineer/Paramedic and one Captain or Captain/Paramedic will serve each shift.

Article 9.0 Hours of Work

1. Work Week: Fifty-six (56) hours shall constitute a normal workweek. Twenty-four (24) hours shall constitute a normal shift for shift personnel. In special situations, with the mutual agreement of the employee and management, different hours of work may be scheduled.
2. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department. This overtime shall be

compensated by cash payment at one and one-half times the regular rate of pay. The smallest unit of time to be used computing overtime shall be one-quarter (1/4) hour.

3. Fair Labor Standard Act (FLSA) Wages: The FLSA overtime shall be calculated based on a 24 day work cycle and overtime shall be paid for all hours worked over 182 hours.

During the term of this MOU, at a time determined by the City to be administratively convenient, the FLSA work cycle will be changed from a 24 day work cycle to a 28 day work cycle. At that time, the FLSA overtime shall be calculated in accordance with the Fair Labor Standards Act (FLSA) and paid for all hours worked over 212 hours in the CITY's twenty-eight (28) day work cycle. Paid sick leave, Labor Code 4850 leave, disability and military leave will not be included as hours worked for purposes of calculating overtime. Paid leave (including but not limited to vacation, floating holidays, or jury duty), will be included as hours worked for purposes of calculating overtime.

EMPLOYEES shall be compensated one-half time at 6.00 hours per pay period to meet the minimum requirements in accordance with FLSA standards.

The twenty-eight (28) day work cycle does not apply to EMPLOYEES on a modified work schedule of 40 hours per workweek. Employees working a modified work schedule are not authorized to work overtime (over 40 hours in a work week) without the written permission of the Fire Chief.

4. Call-Back Pay: An employee called-back to work due to the deployment of a strike team or a major emergency incident shall receive a minimum of not less than two (2) hours at one and half (1-1/2) times his rate of pay based on a 56 hour workweek for such call-back, even if less service is required. Employees on vacation when called back remain on vacation for pay to the employee, and vacation usage purposes, but get time and one-half pay for all time served with the minimum pay requirement applicable.
5. Forced Holdover Pay: At the end of an employee's shift, if the employee is held over as a result of a force hire situation, the employee will be compensated at one and a half (1.5) times the employee's regular rate of pay. These occurrences shall be notated in the captain's log and the employee's time card as a force hire.
6. Salary Increases: Salary increases that are based on a known date such as longevity pay and step increases shall be paid from the first day of the pay period in which the anniversary occurs.
7. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5.0% (five percent) higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher than the highest step of the pay range of the classification to which they are being promoted.
8. Mileage Reimbursement: Employees using their own car on authorized CITY business shall receive the per mileage fee set by the CITY.
9. Working Down: Overtime for work in a lower classification will be paid at the top step rate for the position being filled. This will not apply to force-backs. Example- a Captain filling an Engineer's position will be paid 1.5 pay for hours worked at the Engineer's top step rate. Captains cannot fill Firefighter/Paramedic vacancies unless they are a currently licensed

paramedic. Engineers/Paramedics working as Firefighter/Paramedics will be paid at the Firefighter/Paramedic top step rate.

10. Work Hours: When not engaged in emergency activity, the Daily Shift Schedule will be as follows:

- o Morning Work Period- 0730-1100 hours
- o 1 Hour Lunch Break between 1100-1300 hours
- o Afternoon Work Period from 1300-1700hours
- o Work to be performed during the Daily Shift Schedule will include but not be

limited to: Station and Apparatus Maintenance; Fire Operations and EMS Training; Pre-Fire Planning; Fire Prevention Inspections which include Residential and Commercial Rentals, Commercial Properties, Weed Abatement and Alley Inspections; Parking Citations on the street and private property while in the course of normal outside activities (red curb, disabled parking, hydrant); Community Education Programs; CITY CPR Instructor/Trainer, and other duties as assigned.

Employees may begin their physical fitness program at 0730 provided that they are available to respond, if necessary, and as long as the employee finishes the workout, showers and is in uniform by 0930. Captains are responsible for ensuring that their crews utilize this time for working out. Otherwise, all physical training will be performed after the end of the afternoon work period. Employees may begin their physical fitness program at 1630 if they are unable to workout in the morning.

The CITY and the ASSOCIATION agree that there shall be a CPR instructional program under the direction of the Fire Chief.

In the event of operational needs, this section can be modified at any time at the direction of the Fire Chief to meet the needs of the CITY.

The Fire Department Policy and Procedures Manual will be updated to comply with this section.

Article 10.0 Sick Leave

Sick leave benefits are subject to the Healthy Workplaces/Healthy Families Act of 2014, and any subsequently adopted state regulations. If there is a conflict between this MOU and the requirements of the Healthy Workplaces/Healthy Families Act of 2014 or any duly adopted state regulations, the Healthy Workplaces/Healthy Families Act and/or state regulations shall prevail.

Full-Time City Employees:

It is agreed that sick leave for each probationary and regular full-time employee in the CITY service is subject to Imperial Beach Personnel Rules Article VII Section 5 and to the following provisions authorized as follows:

1. Sick Leave Accrual:

- a. Employees hired prior to July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1400 hours may be accumulated.

- b. Employees hired on or after July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1120 hours may be accumulated.
2. Sick Leave Permitted: Sick leave shall not be considered as a privilege which an employee may use at his own discretion but shall be granted only upon the recommendation of the department head. Employees may use accrued sick leave with pay for absences necessitated as follows:
- a. Actual personal sickness or disability for the first fourteen (14) calendar days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance;
 - b. Medical or dental treatment for the first fourteen (14) calendar days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance; or
 - c. In case of emergency illness, including contagious disease, or injury in the immediate family or domestic partner. To be eligible for the domestic partner benefit, the employee must register their domestic partner with the State of California and provide proof to the City; or
 - d. Bonding time after the birth or adoption of a child as specified in Section 3 below.
3. Sick Leave Usage for Family Bonding Time: Employees are permitted to use up to 132 hours of sick leave for bonding time after the birth or adoption of a child, in accordance with Federal or State laws, provided that the employee maintains a minimum sick leave balance of 60 sick leave hours after the use of the sick leave for bonding time.
4. Sick Leave Payoff:
- a. Employees hired prior to July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1,400 hours.
 - i. Upon separation in good standing after five (5) years of completed CITY service, regular employees shall receive a cash payment for 50% of up to 1400 accrued sick leave hours, with a maximum cash payment for no more than 700 accrued sick leave hours.
 - ii. Upon retirement from CITY service, regular employees may choose between the following two options:
 - 1. Regular employees shall receive cash payment for 50 percent (50%) of their accrued hours of sick leave to a maximum of 700 hours. The remaining fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.
 - 2. Regular employees may choose to report one hundred percent (100%) of accrued sick leave hours to CalPERS for conversion to service credit.

iii. Upon the death of a regular employee after five (5) years of completed City service:

1. For a deceased employee who was eligible to retire at the time of death, the City will report one hundred percent (100%) of the employee's accrued sick leave at the time of death to CalPERS for conversion to service credit.
2. For a deceased employee who was not eligible to retire at the time of death, the employee's beneficiary shall receive a sick leave cash payment for fifty percent (50%) of the accrued hours of sick leave to a maximum of 700 hours.

b. Employees hired on or after July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1120 hours.

- i. Upon separation in good standing after five (5) years of completed CITY service, regular employees shall receive a cash payment for 50% of up to 1120 accrued sick leave hours, with a maximum cash payment for no more than 560 accrued sick leave hours.

Upon retirement from City service, fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.

5. Sick Leave Modification: Should a shorter workweek be mandated during the life of this agreement, sick leave accrual rates will be adjusted to:

$$\frac{\text{Firefighter's workweek} \times 100 \text{ hours per year}}{40}$$

and 1, 2, and 3 above will be adjusted accordingly.

6. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the hourly rate paid the employee at the time of payoff. For computation of separation, employees will have oldest sick leave deducted first when used.

Part- time Employees:

7. Pursuant to the Healthy Workplaces/Healthy Families Act of 2014, effective July 1, 2015, or upon hire, whichever is later, a part-time employee will receive 72 hours (3 days) of paid sick leave to be used during that fiscal year. Thereafter, on July 1st of each year, part-time employees will be provided with 72 hours or 3 days of paid sick leave that may be used during that fiscal year. Unused paid sick leave must be used during the fiscal year earned and does not rollover from fiscal year to fiscal year. Part-time employees are not entitled to cash out unused paid sick leave at any time nor upon separation from employment. Part-time employees may begin using paid sick leave upon their 90th day of employment.

All Employees:

8. In accordance with the Healthy Workplaces/Healthy Families Act of 2014, employees may use up to 72 hours (3 days) of paid time off for sick leave for the following purposes:
- A) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Family member includes any of the following:
 - 1. A child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status.
 - 2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - 3. A spouse.
 - 4. A registered domestic partner.
 - 5. A grandparent
 - 6. A grandchild
 - 7. A sibling
 - B) For an employee who is a victim of domestic violence, sexual assault, or stalking:
 - 1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or his or her child.
 - 2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 3. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

The City's Personnel Rules shall be revised and amended to reflect these changes.

Article 11.0 Holiday and Vacation Benefits

1. FLOATING HOLIDAYS:

Employees shall receive 24 hours of floating holiday leave per fiscal year in the first pay period in July to be taken on a day mutually agreeable to the employee and the department head. Floating holidays will be prorated as follows for new employees:

- a. A new employee with a hire date in July through December will receive twenty-four (24) hours of floating holiday time in the fiscal year during which the employee is hired;
- b. A new employee with a hire date in January and February will receive twelve (12) hours of floating holiday time in the fiscal year during which the employee is hired;
- c. A new employee with a hire date in March and April will receive six (6) hours of floating holiday time in the fiscal year during which the employee is hired;
- d. A new employee with a hire date in May and June will not receive any floating holiday leave in the fiscal year during which the employee is hired.

An employee may accrue a maximum of 24 hours of floating holiday leave each fiscal year. Once an employee has accrued the maximum allowable floating holiday leave, the employee will earn no additional floating holiday leave until the employee uses the floating holiday leave sufficient to bring the employee below the maximum accrual.

- 2. VACATION ACCRUAL: Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules.
- 3. VACATION TIME-SELLING: Firefighter personnel may sell back accumulated vacation at a maximum of 112 hours per fiscal year at the employee's current rate when the vacation is sold back. A minimum of 112 hours must remain available as of assessment date. The request for sell back payment date is to be coordinated with the maximum balance assessment date.

Article 12.0 Educational Benefits

- 1. The CITY, as employer shall maintain a program providing for the partial refund of tuition and fees for all courses taken by employees when such courses are included in the courses required to obtain or maintain a job related certificate, Associates in Fire Science or Baccalaureate Degree in Public Administration or any other course previously approved by the department head. Those employees who are full-time, permanent and have completed a probationary period are eligible for tuition reimbursement. The CITY agrees to budget for \$1,000 per year per full-time, permanent employees that have completed a probationary period for fees and/or tuition for such firefighting classes, seminars, etc. The program will allow full-time, permanent employees that have completed a probationary period to exceed \$1000 for tuition reimbursement if they are working towards a Baccalaureate or Masters Degree in Public or Business Administration, Associates in Fire Science, Fire Officer Certificate, or other job related degree or certificate, provided that the department head pre-approves a Career Plan submitted by the employee. An approved Career Plan is required in order for an employee to exceed \$1000 in reimbursements. All classes would require prior approval of the department head and Human Resources Department for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual with a grade of "B" or better, or

successful completion of courses that do not assign grades. Proof of satisfactory course completion and payment must be provided.

2. Upon proof of completion, full-time permanent members of the ASSOCIATION that have completed a probationary period will be eligible for an educational incentive as follows:

California State Fire Marshal's Fire Officer Certificate or all the required classes as of January 1, 2016, or an Associate degree	\$50.00 per year
Bachelor's degree	\$100.00 per year
Master's degree	\$200.00 per year

Employees will not receive an education incentive payment for any degrees or certificates required as a minimum qualification of the position. These payments will occur in the first full payperiod in June each year. The fire officer stipend can be combined with the degree stipend, but two degree stipends cannot be combined.

For employees that are classic members (as defined by PEPRA), the City will report the education incentive to CalPERS in the payperiod the incentive is provided to the employee. For employees considered new members (as defined by PEPRA), the education incentive will not be reported to CalPERS as special compensation in accordance with PEPRA.

3. CITY agrees to the continuation of an Employee Computer Purchase Program available to all CITY employees after successfully completing probationary period during the term of this agreement subject to budgetary constraints and City Council approval.

Article 13.0 Employee Benefits

If the Federal Affordable Care Act (ACA), implementing regulations, or similar California legislation impact the benefit plans covered by this MOU, the parties agree to reopen negotiations to meet and confer over any related mandatory subjects of bargaining.

The CITY is required by law to administer the ACA and will implement administrative guidelines such as the stabilization and look back periods for all employees in a manner that provides ease of CITY administration.

1. Cafeteria Plan and Allotment

The CITY will provide to each full-time represented employee a Cafeteria Plan allotment to purchase benefits qualified under Section 125 of the Internal Revenue Code. The sideletter to this MOU amending health benefits from January 1, 2015, through June 30, 2015, will be extended to be effective July 1, 2015 through December 31, 2015. Effective January 1, 2016, the maximum Cafeteria Plan Allotment the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits is as follows:

Employee Only enrolled in City medical plan-	\$800.00 per month
Employee + 1 enrolled in City medical plan-	\$1050.00 per month

Employee + Family enrolled in City medical plan- \$1350.00 per month

The EMPLOYEE, through payroll deductions, will pay any premium cost in excess of the Cafeteria Plan Allotment. The Cafeteria Plan is effective the first of the month following hire and upon health benefits effective date. The Cafeteria Plan terminates the last day of the month upon separation.

Represented full-time employees will be eligible to participate in any CITY sponsored group dental plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions. An EMPLOYEE who elects to be covered under the CITY's medical health insurance plan, must select single employee coverage under one of the CITY's dental care provider. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with EMPLOYEE's participation as described under Section 3, Subpart C of this Article.

Represented full-time employees will be eligible to participate in any CITY sponsored group vision plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions. Vision election is option for EMPLOYEE and their dependents.

Employees hired prior to July 1, 2011 who have remaining Cafeteria Plan Allotment money, or who elect not to be covered under the City's health insurance plans, may cash out as a taxable cash benefit up to a maximum of \$200 per month. Employees may not receive more than \$200 per month as a taxable cash benefit under any circumstances.

Employees hired after July 1, 2011, who have remaining Cafeteria Plan allotment money, or who elect not to be covered under the City's health insurance plans, may cash out as a taxable cash benefit up to a maximum of \$150 per month. Employees may not receive more than \$150 per month under any circumstances as a taxable cash benefit.

Employees hired after July 1, 2015, shall not be permitted to cash out any amount as a taxable cash benefit.

Those EMPLOYEEES who elect not to be covered under the CITY's medical health insurance plan must demonstrate proof of alternative medical and dental insurance (i.e. spouse or independent insurance coverage).

The CITY shall pay any applicable mandatory minimum employer contribution for retiree health as required by law.

2. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax:

All payroll deductions for health, and dental care and vision are treated by the CITY on a pre-tax basis in order for the CITY to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be paid to the EMPLOYEE as taxable income.

3. Flexible Spending Accounts for Health Care and Dependent Care:

Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Services Code, are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain healthcare and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Healthcare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$2,550 per plan year to pay for eligible healthcare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the CITY Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

c. FSA Administration

The CITY reserves the right to contract with the Third Party Administrator (TPA) for administration of both FSA's. The CITY will pay the start-up costs associated with the third party administration, if any required. The CITY pays monthly administration fees.

d. Employees must enroll in a City medical plan in order to use any Cafeteria Plan Allotments for the Health Care FSA or the Dependent Care FSA. Employees electing not to enroll in a City medical plan can contribute to the Health Care FSA or the Dependent Care FSA as pre-tax salary reductions.

4. Short Term Disability (STD), Long Term Disability (LTD) and Group Term Life Insurance:

Each employee will be provided Group Term Life Insurance as agreed to through negotiations. Employees may purchase Voluntary Life Insurance at an Employee's own cost as an after-tax deduction.

Each employee will participate in the CITY's STD and LTD Plans. Employees are required to file for STD or LTD after fourteen (14) consecutive calendar days of absence due to illness, contagious disease, injury or an authorized absence for medical care and/or appointments. STD and LTD premiums are paid by the EMPLOYEE as an after-tax deduction.

5. Enrollment and Election:

Election under the CITY's Cafeteria Plan shall take effect on the first of the month following 30 days after approval of the request and/or eligibility for health insurance. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

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

- a. At the next open enrollment
- b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the CITY Human Resources Department via approved and completed enrollment forms.
- c. As allowed under any federal or state regulations.
- d. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.

6. Health Insurance Committee

The Health Insurance Committee was established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. The Health Insurance Committee will continue to meet as necessary. Matters subject to the duty to bargain may be discussed, however, the Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The CITY and the Firefighters agree to reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee.

If any legally mandated changes to health insurance should occur during the term of this MOU, both parties agree to re-open negotiations to meet and confer over any related mandatory subjects of bargaining.

Article 14.0 Uniform Replacement Allowance

Fulltime permanent employees will receive a uniform allowance in the amount of \$700 per fiscal year paid in a separate check the first full payperiod after July 1st each year for the purchase, rental, and/or maintenance of uniforms.

For employees that are classic members (as defined by PEPR), CalPERS considers the uniform allowance to be a form of compensation. Therefore, the uniform allowance amount will be reported to CalPERS on an annual basis in the same payperiod received as part of the employee's annual gross

income. For employees considered new members (as defined by PEPRA), the uniform allowance amount will not be reported to CalPERS as special compensation in accordance with PEPRA.

SAFER grant firefighters are not eligible to receive a uniform allowance.

For new firefighter employees, the CITY will purchase two pair of nomex uniform shirts, two pair of nomex uniform pants, and one winter jacket, and provide the uniforms to the new employees on the first day of employment. In addition, the CITY will reimburse new employees the cost of four t-shirts and two shorts within the first year of employment. The t-shirts and shorts must meet CITY uniform requirements. For employees that are classic members (as defined by PEPRA), the City will report the monetary value of these uniforms to CalPERS in the payperiod the uniforms are provided to the employee, and in the payperiod the reimbursement is provided to the employee. For employee considered new members (as defined by PEPRA), the monetary value of the uniforms will not be reported to CalPERS as special compensation in accordance with PEPRA.

Beginning January 1, 2006 only nomex uniforms will be permitted.

All employees must return all uniforms to the City upon separation from City service.

Article 15.0 Physical Examinations

1. The CITY will provide comprehensive physical examinations bi-annually for all firefighting personnel. This medical exam shall include vision screening, a pulmonary function test, lumbar and chest x-rays, an electrocardiogram (EKG), and medical examiners certificate as required by the Department of Motor Vehicle for Class "B" license.
2. New employees must provide a CPAT certificate six months prior to date of hire.
3. If sufficient funds are available, employees are required to participate bi-annually in all portions of the Wellness Program at San Diego Sports Medicine. If the funds are available, but the employee elects not to participate in the complete Wellness Program, the employee must annually submit a CPAT certificate.

If sufficient funds are not available for the employees to participate in all portions of the Wellness Program at San Diego Sports Medicine, the CITY will continue to provide the current level of physical examinations that are provided through San Diego Sports Medicine.

All employees will attend San Diego Sports Medicine activities during a scheduled or assigned shift.

In keeping with the intent of the Fire Service Joint Labor Management Wellness-Fitness Initiative, participation in the complete wellness program shall be non-punitive.

Article 16.0 Prevailing Benefits

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

Article 17.0 Service to the Public

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

Article 18.0 Term

The term of this M.O.U. shall be for a one (1) year period commencing July 1, 2015, and ending June 30, 2016. This M.O.U. shall remain in effect and shall not expire prior to June 30, 2016.

Article 19.0 Salaries

Effective January 1, 2016, full time probationary and permanent employees will receive a two (2) percent salary adjustment.

SAFER grant temporary employee are not eligible for this salary adjustment.

Article 20.0 Retirement Benefits

Retirement benefits are subject to the Public Employees Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). If there is a conflict between this MOU and requirements pursuant to PEPRA and/or PERL, PEPRA and PERL shall prevail.

1. Report of Employer Paid Member Contribution (EPMC): CITY agrees by resolution only to report the employer's value of EPMC in accordance with established rules and regulations set for by the CalPERS and under Government Code Section 20636 (c). Annual reporting of the EPMC by resolution only is subject to annual review and economic analysis by CITY of CITY's financial condition. Effective July 1, 2011, the EPMC will no longer be reported to CalPERS and will not be included in an employee's final compensation for employees.
2. CalPERS Retirement Formulas and Employee Contributions:
 - a. Classic employees (as defined by PEPRA) hired prior to July 1, 2011-The CITY will continue the 3% @ 50 service retirement benefit for fire public safety members. Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution.
 - b. Classic employees (as defined by PEPRA) hired on or after July 1, 2011- The CalPERS formula for employees hired on or after July 1, 2011 shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution.
 - c. Employees hired on or after January 1, 2013 considered new members (as defined by PEPRA)- Pursuant to PEPRA and related PERL, new members (as defined by PEPRA) hired on or after January 1, 2013, will receive the 2.7% @ 57 retirement formula with the use of the average of the employee's highest three-year salary. All new employees/members, hired on or after January 1, 2013, will pay 50% of the normal cost contribution.

3. Cost Sharing of Employer Contribution Pursuant to Government Code section 20516: Employees defined as classic members per CalPERS and PEPRA/PERL shall pay 3% of pay towards the costs of CalPERS retirement benefits. This 3% of pay is in addition to employee's paying the entire employee portion of the CalPERS retirement contribution.
4. PERS 1957 Survivor Benefit: Pursuant to California Public Employees Retirement Law Section 21546 (1957 Survivor Allowance) (i) On and after April 1, 1972 this section shall apply to all contracting agencies and to the employees of those agencies with respect to deaths occurring after April 1, 1972, whether or not the agencies have previously elected to be subject to this section.
5. Deferred Compensation: The CITY will make available a 457 Deferred Compensation Program to all full-time employees.
6. Part-time employees: All part time employees will be enrolled in PARS and will not pay into social security.

Article 21.0 Recognition

The CITY recognizes that the Association is the sole and exclusive bargaining agent and representative for the classification which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. These classifications are:

1. Fire Captain
2. Fire Captain/Paramedic
3. Engineer/Paramedic
4. Fire Engineer
5. Firefighter/Paramedic
6. Firefighter
7. Firefighter/EMT (part-time/Seasonal)
8. Firefighter/Paramedic Recruit

Once the remaining Captain who has not held the rated position of Engineer retires or leaves CITY employment, the classification of Firefighter will be eliminated.

Article 22.0 Payroll Deduction of Dues

The employer agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the designated representative of the Association from the pay of those employees who individually request in writing that such deductions are made. The total amount of deductions shall be remitted, each pay period, by the employer to the representative of the Association. This authorization shall remain in full force and effect until such authorization has been revoked in writing by the employee.

Article 23.0 Rules and Regulations

The ASSOCIATION agrees that its members shall comply with all applicable CITY and Fire Department rules and regulations, including those relating to conduct, work performance, and personnel matters.

Revisions to any of these rules and regulations require proper notice to ASSOCIATION and meet and confer process.

The employer agrees that disputes concerning departmental rules and regulations which affect working conditions and personnel practices are subject to the Grievance Procedure.

Article 24.0 Re-negotiation

In the event either party desires to meet and confer on the provisions of a successor M.O.U., it shall serve upon the other not later than April 1st of the year that this M.O.U. expires, its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor M.O.U.

Article 25.0 Implementation

This M.O.U. constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council. It is agreed that this M.O.U. shall not be binding either in whole or in part unless and until the City Council acts by majority vote formally to approve and adopt this M.O.U.

Article 26.0 Emergency

Nothing contained herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 27.0 Smoke Free Work Environment

The CITY and Association recognize that smoking, second hand smoke and tobacco use are one of the leading causes of death and disease in the United States. As a condition of employment with the CITY, employees hired on or after July 1, 2011, must be non-smokers and remain non-smokers, and cannot use tobacco of any kind as a condition of continued employment.

Effective January 1, 2012, employees are prohibited from smoking and using tobacco of any kind while on duty.

To ensure the health and welfare of the employees, the Fire Station and Fire Department work areas shall be designated smoke free zones and tobacco-free zones.

Smoke and Tobacco Free Zones include:

Fire Station:

1. No smoking or use of tobacco permitted in any area of the Fire Station.
2. No smoking or use of tobacco is permitted within twenty (20') of open doorways, windows and apparatus bay doorways.

Fire Apparatus:

1. Smoke free zone shall follow Fire Apparatus, no smoking or use of tobacco on or within twenty feet (20') of Fire Apparatus

Fire Department Response:

1. No smoking or use of tobacco permitted during Fire Department operations at the scene of emergency responses.

Appropriate signs shall be placed in and on the Fire Station and Fire Apparatus.

Article 28.0 Employee Assistance Program

The CITY will continue to provide an Employee Assistance Program for all CITY employees.

Article 29.0 Savings Clause

If any provisions of this M.O.U. or the enabling resolution is at any time, or in any way, held to be contrary to any law by any court or proper jurisdiction, the remainder of this M.O.U. and the remainder of the enabling resolution shall not be affected thereby, and shall remain in full force and effect.

Article 30.0 Agreement Review

Recognizing the joint concern over the City of Imperial Beach's ability to fund the recommendations contained within the agreement, it is mutually understood that should the California State Legislature mandate a salary or fringe benefit item applicable to employees represented by the association, CITY may at its option require that this Memorandum be reviewed. It is further understood that should the California State legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the Association, the Association may at its option require that this M.O.U., be reviewed.

It is understood that the Association and the CITY may discuss and consult with each other with respect to non-economic items during the period of this agreement, except as noted above, in order to further communicate between the CITY and Association in an effort to promote the improvement of personnel management and employer-employee relations.

Article 31.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, sick leave, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 20 hours of sick leave, and up to a combined total of 56 hours of vacation, floating holiday, compensatory time and sick leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24 month period without City Manager approval.

Article 32.0 Re-opener Provisions

If or when the CITY desires to implement a change to the current ambulance transportation service, the CITY and ASSOCIATION agree to meet and confer with the other party on such service.

Article 33.0 Personal Appearance

Current and new employees shall not have visible tattoos showing during the course of the employee's assigned shift while in Class A, Class B or Class C uniforms. During workouts or physical fitness outside of the fire station, employees must wear long-sleeve shirts and are not permitted to wear a long-sleeve shirt under a Class B uniform shirt. During workouts or physical fitness inside the fire station, employees will be permitted to wear shorts and t-shirts that display visible tattoos.

Employees may wear one set of stud earrings per earlobe. The earrings shall be plain, less than ¼ inch in diameter, and cannot interfere with proper donning of Personal Protective Equipment. All other visible earrings, punches, and piercings are prohibited.

Article 34.0 Paramedic License

A classification of Captain/Paramedic will be created for Captains that maintain a Paramedic License with a base pay 5% higher than the Captain classification. A classification of Engineer/Paramedic will be created for Engineers that maintain a Paramedic License with a base pay 7.5% higher than the Engineer classification. The Firefighter Paramedic classification base pay will be increased by 11.3% and the specialty pay will be eliminated. Firefighter/Paramedics are required to retain a Paramedic License as a condition of employment with the CITY. Captains and Engineers are not required to maintain a Paramedic license as a condition of employment, but must be current with all the required continued education and quarterly training to work down as a Firefighter/Paramedic.

Article 35.0 Minimum Staffing

For all shifts, on all days, a minimum of three full-time fire suppression personnel shall be on duty per 24 hour shift.

Article 36.0 Mandatory Mess

All members of the fire suppression unit on shift shall participate in a mandatory mess. Exceptions to this Article shall only be allowed for religious, dietary or medical reasons. Except for unusual circumstances and emergencies, one member of the crew shall be allowed to cook and prepare meals during normal work hours. Such arrangement will be administered by the ASSOCIATION in accordance with applicable laws. Employees will be responsible for all tax consequences, where applicable. This section shall not be subject to the grievance procedure.

Article 37.0 Bi-lingual Pay Differential

When an employee possess competent bi-lingual skills in Spanish, that full-time employee shall be granted \$50.00 per month for use of this skill, with part-time employees receiving \$.40 per hour, not to



**STAFF REPORT
CITY OF IMPERIAL BEACH**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ANDY HALL, CITY MANAGER *AH*

MEETING DATE: JULY 15, 2015

ORIGINATING DEPT.: COMMUNITY DEVELOPMENT DEPARTMENT *SD TF*

SUBJECT: PUBLIC HEARING: KEGEL (APPLICANT); CONSIDERATION OF REGULAR COASTAL PERMIT (CP 140023), CONDITIONAL USE PERMIT (CUP 140024), DESIGN REVIEW CASE (DRC 140025), SITE PLAN REVIEW (SPR 140026), AND TENTATIVE PARCEL MAP (TPM 140027), AND CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN FILL DEVELOPMENT) FOR THE DEMOLITION OF ONE EXISTING RESIDENTIAL UNIT AND CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT WITH THREE RESIDENTIAL CONDOMINIUM UNITS ABOVE COMMERCIAL SPACE AT 951 SEACOAST DRIVE (APN 625-352-23-00). MF 1149.

EXECUTIVE SUMMARY:

Staff is recommending that the City Council conduct a public hearing to review and consider approval of a project proposing the demolition of one existing residential unit and the construction of a new, mixed-use development with three residential condominium units above approximately 2,118 square feet of commercial/retail space at 951 Seacoast Drive (APN 625-352-23-00). The project site is located in the C/MU-2 (Seacoast Commercial & Mixed-Use) Zone, which allows mixed-use development.

RECOMMENDATION:

That the City Council rescind Resolution No. 2015-7577 and adopt Resolution No. 2015-7606, approving Regular Coastal Permit (CP 140023), Conditional Use Permit (CUP 140024), Design Review Case (DRC 140025), Site Plan Review (SPR 140026), and Tentative Parcel Map (TPM 140027) for the demolition of one existing residential unit and the construction of a new, mixed-use development with three residential condominium units above approximately 2,118 square feet of commercial/retail space at 951 Seacoast Drive (APN 625-352-23-00).

RATIONALE:

The project should benefit the City of Imperial Beach by providing residential units to assist in meeting housing demand, providing visitor-serving ground-floor commercial/retail space, and

providing an economic benefit for the neighborhood and community. In addition, the Design Review Board recommended approval of the project's design with a vote of 3-0.

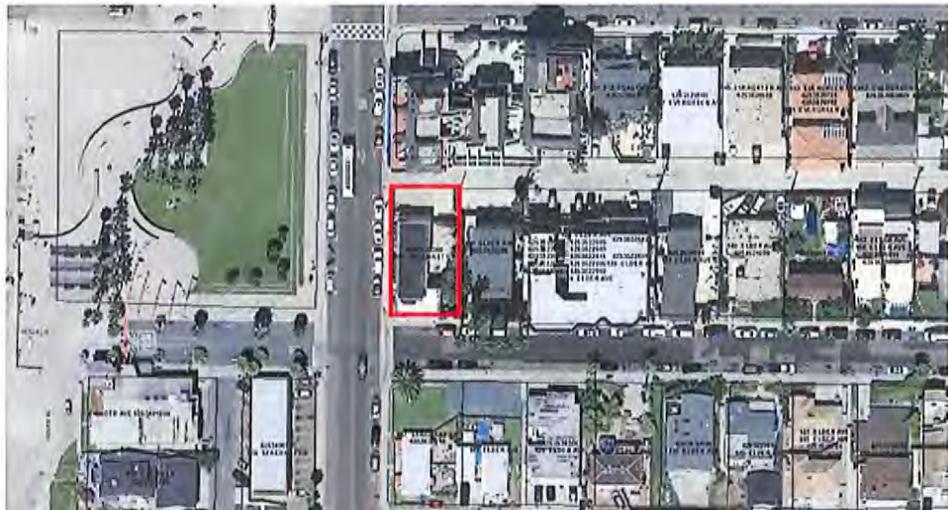
OPTIONS:

In addition to receiving this report and adopting staff's recommendation, the City Council can:

- Approve the project with modifications requested by the City Council; or
- Disapprove the project and deny the requested permits by making specific findings for denial; or
- Continue the Public Hearing to a specific future meeting to allow staff to provide additional information upon which a decision can be rendered.

BACKGROUND:

The project was originally reviewed by the Design Review Board on March 19 and March 26, 2015 and the City Council on May 20 and June 3, 2015. The project was approved by the Council upon adoption of Resolution 2015-7577. Following these meetings, it was discovered that



notice of these meetings was not sent to some occupants within the vicinity. It was not the intent of the applicant or City to omit any member of the public from the review process. Therefore, the project was renoticed and returned to the Design Review Board on June 30, 2015 and the public hearing for the project is scheduled for the July 15, 2015 City Council meeting. The Council is to receive all evidence presented at this hearing as though the project had never been approved. The Council is not bound by its decision in Resolution 2015-7577, and that resolution should be rescinded.

The application, originally submitted to the City on April 8, 2014, proposes a Regular Coastal Permit (CP 140023), Conditional Use Permit (CUP 140024), Design Review Case (DRC 140025), Site Plan Review (SPR 140026), Tentative Parcel Map (TPM 140027), and Categorical Exemption pursuant to CEQA Guidelines 15332 (In-fill Development) for the demolition of one existing residential unit and the construction of a new, mixed-use development with three residential condominium units above approximately 2,118 square feet of commercial/retail space at 951 Seacoast Drive (APN 625-352-23-00), which is located in the C/MU-2 (Seacoast Commercial & Mixed-Use) Zone (Attachments 2 & 3).



ANALYSIS:

The project site includes one lot measuring 4,765 square feet fronting Seacoast Drive at the northeast corner of Seacoast Drive and Elder Avenue in the C/MU-2 Zone. The property to the north of the site is mixed-use, the property to the west is Pier Plaza, and the properties to the south and east are comprised of residential uses on commercially zoned land.

Off-Street Parking

The three-story project proposes approximately 2,118 square feet of commercial space on the ground floor and three residential dwelling units located above the first floor each providing a roof deck. The building would provide pedestrian access to the commercial space from Seacoast Drive. Pedestrian access to the residential units would be provided from Seacoast Drive and also from the parking spaces off the alley to the north of the site on the ground floor. The Municipal Code requires 1.5 parking spaces per dwelling unit, though mixed-use projects may receive a 25% reduction in parking (IBMC Section 19.48.035). As such, a minimum of three parking spaces are required for the residential units. However, the applicant is proposing five enclosed parking spaces that would be accessed off the alley to serve the residential units.

For the ground-floor commercial space, the C/MU-2 Zone requires one (1) parking space per 1,000 gross square feet of commercial space, though the Municipal Code allows for commercial uses less than 1,000 square feet to be eligible for parking waivers (IBMC Section 19.48.035). Although no tenants have been confirmed for the commercial space, the applicant is anticipating a maximum of two commercial units, one of which measuring approximately 908 square feet would be eligible for a parking waiver with the second unit measuring approximately 1,210 square feet. One parking space would be required for the second unit, though it would have to

be designed to meet Americans with Disability Act (ADA) standards. As such, one parking space designed to meet ADA standards would be provided and would be accessed from a proposed curb cut on Elder Avenue. The proposed curb cut would require the elimination of one on-street parking space, however there are no alternative locations for a curb cut or van-accessible ADA stall due to the limited site constraints.

If a future tenant is interested in occupying the entire 2,118 square feet of commercial/retail space, off-site parking within one thousand feet of the project site may be used to satisfy the parking requirements with approval of a conditional use permit and implementation of transportation demand management (TDM) strategies (IBMC Section 19.48.050). Two parking lots are located within one thousand feet of the project site and the TDM strategy proposed by the applicant includes the provision of bicycle parking. In addition, the commercial tenants would be required to encourage employees to use transit and other forms of active transportation such as bicycling and walking to commute to and from work.

Building Height

The maximum allowable building height in the C/MU-2 Zone is typically 30 feet; however, the Municipal Code allows properties east of Seacoast Drive to have a height limit of up to three stories and 35 feet with approval of a conditional use permit that demonstrates compliance with side yard setbacks and/or stepbacks that protect street-end public views towards the ocean, and provided the project meets two or more specified development incentives (IBMC Section 19.27.070). As such, the project applicant is requesting a conditional use permit for a building height of 35 feet. The project would not impact street-end public views toward the ocean by incorporating the required setbacks and stepbacks, and the applicant is proposing to meet the following two development incentives specified in IBMC Section 19.27.020(A)(5):

1. At least 25% of the proposed residential units would be three-bedroom units (100% proposed); and
2. The project would provide a minimum of seventy-five percent "active commercial uses" on the ground floor.

As defined in the IBMC Section 19.40.020, the building heights specified in the C/MU-2 Zone, either the base height limit of 30 feet or of 35 feet on the east side of Seacoast Drive with approval of a Conditional Use Permit, do not include the following structural elements of a building:

- Roof structures for the housing of elevators, stairways, tanks, ventilating fans, air conditioning equipment or similar equipment required to maintain and operate the building;
- Fire or parapet walls required by law;
- Skylights chimneys, smokestacks or utility towers;
- Flagpoles, antennas, radio masts, risers and similar structures.

As allowed under the IBMC, portions of the project are proposing to extend above the height limit. A roof structure housing mechanical equipment proposed for the northwest corner of the roof would measure approximately 43 feet in height. In addition, elevator and stairwell enclosures providing access to the upper stories and the roof decks measure approximately 44 feet in height. Finally, parapet walls extend 42 inches above the roof deck for safety purposes. Due to these height exceptions, the proposed parapet walls and mechanical, elevator, and stairwell enclosures may extend above the height limit. It should be noted that the City does not

have a view protection ordinance and the property is not burdened by a covenant or restriction that would prohibit the development or height of this project in any way.

Roof Projections

Portions of the roof eave for the proposed mechanical equipment enclosure on the northwest corner of the roof are proposed to extend approximately one foot over the public right-of-way at an elevation of approximately 37 feet. Buildings are typically required to remain within the confines of private property; however, this design proposal may be considered because the City would be requiring dedication of portions of the property for pedestrian access (accessible sidewalk on Elder Avenue and pedestrian ramp at Elder Avenue and Seacoast Drive). Typically roof extensions and similar architectural features may extend into required setbacks. However, the C/MU-2 Zone does not provide a required front yard setback, and encourages buildings to locate on the front property line. The northwest portion of the building is located on the property line and the proposed roof overhang of one foot is requested for aesthetic purposes. The proposed roof extension should not provide any significant impacts to the public.

Ground-Floor Retail Floor-to-Ceiling Dimension

The applicant is requesting approval of an administrative adjustment of 10% to reduce the commercial/retail vertical floor-to-ceiling dimension from 15 feet to 13.5 feet, as provided for in IBMC Section 19.84.150, which allows for an adjustment of up to 10% for certain development standards listed in the Municipal Code. The applicant is requesting the administrative adjustment to allow for more desirable/livable vertical floor-to-ceiling dimensions above the first floor. A vertical floor-to-ceiling dimension of 13.5 feet at the first level allows for a vertical floor-to-ceiling dimension of approximately nine feet for both the second and third floors of the residential units.

Safety

The City has received inquiries regarding the safety of the building due to its proximity to the property line. Public Safety staff has reviewed the plans and have determined that the project would not create any undue safety hazards. The project would not encroach upon any required roadway dimensions and would not obstruct the line of sight of emergency vehicles. With regard to pedestrian safety, vehicles traveling westbound on the alley would be driving on the right-hand side of the road and should be able to observe pedestrians entering the alley from the southern pedestrian ramp. Vehicles heading northbound on Seacoast Drive that turn into the alley would have a clear view of any pedestrians on Seacoast Drive. As such, the proposed project would not create any safety concerns.

The proposed project design would contribute positively in making an architectural statement along this mixed-use, commercial corridor, which incorporates both natural stone and modern elements along with a signature "lighthouse" design element. It is staff's opinion that the proposed design conforms with the intent and purpose of the design standards outlined in IBMC Section 19.83.010 and the City's Design Guidelines for Commercial/Mixed-Use Zones. The applicant's design provides varied rooflines and architectural relief through the incorporation of building pop-outs, vertical articulation, and façade variation. In addition, the project would provide architectural interest on all elevations with varied building materials such as glass, copper, board siding, and stone elements.

Due to the narrow lot size and required parking and pedestrian accessibility requirements, there are limited areas to provide on-site landscaping. In order to comply with the landscaping and

drainage requirements, the applicant is proposing a ground floor landscape basin near the eastern property line and landscaped roof decks. Street trees are proposed on the Seacoast Drive and Elder Avenue public rights-of-way, though the final design would depend on the eventual Seacoast Drive Aesthetic Improvement plan approved by the City.

General Plan Consistency:

C/MU-2 (Seacoast Commercial and Mixed-use) Zone: The purpose of the C/MU-2 Zone is to provide land to meet the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area. It is intended that the dominant type of commercial activity in the C/MU-2 Zone will be visitor-serving retail such as specialty stores, surf shops, restaurants, and hotels and motels. Mixed-use and multiple family residences are also permitted in the C/MU-2 Zone and in the Seacoast Mixed Use/Residential Overlay Zone. The development standards of the C/MU-2 Zone encourage pedestrian activity through the design and location of building frontages and parking provisions (IBMC Section 19.27.010). The proposed mixed-use project meets the purpose and intent of the C/MU-2 land use designation because mixed-use buildings are permitted in the C/MU-2 Zone and the project would encourage pedestrian activity through the design, location, and use of the building frontage and would provide commercial goods and services required by the tourist population and local residents.

C/MU-2 STANDARDS	PROVIDED/PROPOSED
Maximum density of one dwelling unit for every one thousand five square feet of lot area, or if located on the east side of Seacoast Drive or Palm Avenue, east of Seacoast Drive, one dwelling unit for each one thousand two hundred and ten gross square feet of lot area with approval of a conditional use permit by the City Council that demonstrates compliance with two or more development incentives (Section 19.27.020(A)(5)).	The property measures 4,765 square feet and proposes three units at a density of one unit for each 1,500 sq. ft. of lot area. A density bonus is not being requested for the project.
Yard requirements for the C/MU-2 zone are as follows (Section 19.27.040): A. On property fronting on Seacoast Drive, the front of each building shall be set on the front property line. For purposes of this requirement an arcade is considered a part of the building.	A. The project fronts Seacoast Drive with the building and arcade/patio.
Stepback requirements for the C/MU-2 Zone are as follows (Section 19.27.041): A. On property with a side or rear yard abutting a residential zone, the second-floor stepback shall be a minimum of five feet from the abutting residential property line and the third-floor stepback shall be a minimum of ten feet from the abutting residential property line. B. Stepbacks are not required where the ten-foot setback is required or observed for at least fifty percent of the property line abutting residential property.	A. The property abuts commercially zoned properties. As such, stepbacks are not required. Though a majority of the building is located on the property lines, various stepbacks are provided on the east and west elevations. B. The property abuts commercially zoned properties. As such, stepbacks are not required. Though a majority of the building is located on the property

<p>C. On properties fronting Seacoast Drive, an upper-story setback of five to ten feet is required for a minimum of fifty percent of street-facing facades along Seacoast Drive.</p>	<p>lines, various setbacks are provided on the east and west elevations.</p> <p>C. The property fronts Seacoast Drive and the building provides an upper-story setback of five to ten feet for at least fifty percent of the Seacoast Drive street-facing facade.</p>
<p>Minimum lot size of 3,000 square-feet (Section 19.27.050).</p>	<p>The lot size measures 4,765 square feet.</p>
<p>Minimum street frontage of 30 feet (Section 19.27.060).</p>	<p>The Seacoast Drive frontage is approximately 95 feet and the Elder Avenue frontage is approximately 50 feet.</p>
<p>Maximum height of three stories or thirty feet, whichever is less, except as follows (Section 19.27.070(A)):</p> <p>Properties east of Seacoast Drive shall have a height limit not to exceed three stories and thirty-five feet with approval of a conditional use permit that demonstrates compliance with the following:</p> <ul style="list-style-type: none"> a. Side yard setbacks and/or setbacks have been incorporated into the project to protect street-end public views towards the ocean; b. Two or more of the development incentives listed in Section 19.27.020(A)(5). <p>Exceptions to the height limit as follows (Section 19.40.020):</p> <ul style="list-style-type: none"> A. Roof structures for the housing of elevators, stairways, tanks, ventilating fans, air conditioning equipment or similar equipment required to maintain and operate the building; B. Fire or parapet walls required by law; C. Skylights chimneys, smokestacks or utility towers; D. Flagpoles, antennas, radio masts, risers and similar structures. 	<p>The project proposes a building height of 35 feet and is requesting a conditional use permit.</p> <ul style="list-style-type: none"> a. The project incorporates the required setbacks and setbacks and would not impact street-end public views. b. The project is proposing the following development incentives: 1) At least 25% of the proposed residential units will be three-bedroom units (100% proposed); 2) The project would provide a minimum of seventy-five percent "active commercial uses" on the ground floor. <p>The project is proposing a roof structure that would house mechanical equipment that would measure approximately 43 feet in height. In addition, elevator and stairwell enclosures measure approximately 44 feet in height. Also, parapet walls that would also serve as guard rails extend 42" above the roof deck. Due to the height exceptions, the proposed parapet walls and mechanical, elevator, and stairwell</p>

	enclosures may extend above the height limit.
All commercial spaces on the ground floor shall have a minimum fifteen-foot vertical floor-to-ceiling dimension; and single-story commercial buildings shall have a minimum building height of twenty feet (Section 19.27.070(B)).	The project is requesting an administrative adjustment of 10% to deviate from the typical 15 foot ground floor vertical floor-to-ceiling dimension (Section 19.84.150). As such, the project is proposing a vertical floor-to-ceiling dimension of 13.5 feet for the ground floor commercial space.
No buildings shall be located less than five feet from any other building on the same lot. (Section 19.27.080)	Only one building is located on the lot.
Commercial landscaping: not less than 15% of total site shall be landscaped and maintained (Section 19.50.030(A)).	The 4,765 square foot lot requires a minimum of 714.75 square feet of landscaping ($4,765 \times .15 = 714.75$). Approximately 1311 square feet of landscaping is proposed.
<p>Required parking spaces for multiple-family residential in the C/MU-2 Zone: 1.5 spaces per dwelling unit. A 25% reduction may be allowed for vertical mixed-use (Section 19.48.035).</p> <p>The C/MU-2 Zone requires 1 space per 1,000 gross square feet of commercial space. A 25% reduction may be allowed for vertical mixed-use. In addition, commercial uses measuring less than 1,000 square feet are eligible for a parking waiver (Section 19.48.035).</p> <p>In the C/MU-1, C/MU-2, and C/MU-3 zones, shared parking or off-site parking within one thousand feet of the project site may be used to satisfy the parking requirements with the approval of a conditional use</p>	<p>Three residential units are proposed for the project in total, which would require 4.5 parking spaces. A 25% reduction would allow for a minimum of three parking spaces ($4.5 \times .25 = 1.125$; $4.5 - 1.125 = 3.375$ required spaces). However, five parking spaces are proposed for the residential units.</p> <p>The project proposes 2,118 square feet of commercial space, which would typically require two parking spaces. A 25% reduction would still require two commercial parking spaces ($2 \times .25 = .50$; $2 - .50 = 1.5$ required spaces; the Municipal code requires parking fractions of .5 or greater to be rounded up to one space). However, one commercial unit would be proposed to measure approximately 908 square feet, which would be eligible for a waiver in parking. The second unit would measure approximately 1,210 square feet, which would require one parking space. As such, one parking space is proposed.</p> <p>If a commercial tenant utilizes the entire 2,118 square feet of commercial space, two parking lots are located within one thousand feet</p>

<p>permit. Projects in these zones shall be reviewed to determine the suitability and feasibility of implementing one or more transportation demand management strategies that may be approved through a development agreement (Section 19.48.050).</p>	<p>of the project site and the transportation demand management strategy proposed by the applicant includes bicycle parking. In addition, the commercial tenants would be required to encourage employees to use bicycling, walking, and other forms of active transportation. These transportation demand management strategies would be a condition of approval for the project.</p>
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Surrounding Land Use and Zoning:

Surrounding Areas	Surrounding Zoning	Surrounding Land Use
North	C/MU-2 (Seacoast Comm. & Mixed-Use)	Mixed-Use
South	C/MU-2 (Seacoast Comm. & Mixed-Use)	Residential
East	C/MU-2 (Seacoast Comm. & Mixed-Use)	Residential
West	PF (Public Facility)	Pier Plaza

Design Review Board: The Design Review Board has reviewed the project three times. At the March 19, 2015 meeting, the Board recommended minor design modifications that were incorporated into the plans that were then recommended for approval by the Board at the March 26, 2015 meeting. As previously discussed, the project was re-noticed and a new review by the Design Review Board took place on June 30, 2015 where the Board recommended approval of the project with a 3-0 vote (1 absent) (Attachment 4).

ENVIRONMENTAL IMPACT:

The project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 (In-Fill Development Projects).

COASTAL JURISDICTION:

The project is 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 appealable to the California Coastal Commission under Section 30603(a) of the California Public Resources Code and IBMC Section 19.87.160.

FISCAL ANALYSIS:

The Applicant has deposited \$11,000.00 to fund processing of the application.

Attachments:

1. Resolution 2015-7606
2. Photosimulations
3. Plans
4. Draft June 30, 2015 Design Review Board Minutes
5. Public Comment/Correspondence

c: file MF 1149

RESOLUTION NO. 2015-7606

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING A REGULAR COASTAL PERMIT (CP 140023), CONDITIONAL USE PERMIT (CUP 140024), DESIGN REVIEW CASE (DRC 140025), SITE PLAN REVIEW (SPR 140026), AND TENTATIVE PARCEL MAP (TPM 140027), AND CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN FILL DEVELOPMENT) FOR THE DEMOLITION OF ONE EXISTING RESIDENTIAL UNIT AND CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT WITH THREE RESIDENTIAL CONDOMINIUM UNITS ABOVE COMMERCIAL UNIT(S) AT 951 SEACOAST DRIVE (APN 625-352-23-00). MF 1149.

DEVELOPER: RICHARD KEGEL

WHEREAS, on July 15, 2015, 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 a Regular Coastal Permit (CP 140023), Conditional Use Permit (CUP 140024), Design Review Case (DRC 140025), Site Plan Review (SPR 140026), and Tentative Parcel Map (TPM 140027) proposing to demolish one existing residential unit and the construct a new mixed-use development with three residential condominium units above approximately 2,118 square feet of commercial/retail space at 951 Seacoast Drive (APN 625-352-23-00), which is located in the C/MU-2 (Seacoast Commercial & Mixed-Use) Zone. The project site is legally described as follows:

APN 625-352-23-00

Lots 1 in Block 20 of Imperial Beach, in the City of Imperial Beach, County of San Diego, State of California, Map No. 1139, filed in the Office of the County Recorder of San Diego County, June 16, 1908.

WHEREAS, on June 30, 2015, the Design Review Board recommended approval of the project's design with a vote of 3-0 (1 absent); and

WHEREAS, the project was originally reviewed by the Design Review Board on March 19 and March 26, 2015 and the City Council on May 20 and June 3, 2015 and approved by Resolution No. 2015-7577; and

WHEREAS, following these meetings, it was discovered that notice of these meetings was not sent to some occupants within the vicinity. It was not the intent of the applicant or City to omit any member of the public from the review process. Therefore, the project has been re-noticed. The project was reviewed again by the Design Review Board on June 30, 2015, and is being returned to the Council for review following proper notice; and

WHEREAS, the Council is not bound by its decision in Resolution No. 2015-7577, and that resolution should be rescinded; and

WHEREAS, the project design of a mixed-use project with residential above commercial space is compatible with the community and would be consistent with Policy D-8 (Project Design) of the Design Element of the General Plan; and,

WHEREAS, the City Council finds that the project is in compliance with the Land Use Element of the General Plan; and,

WHEREAS, the City Council finds that the project complies with the requirements of the California Environmental Quality (CEQA) as the project is categorically exempt pursuant to CEQA Guidelines 15332 (In-Fill Development Projects); and

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

REGULAR COASTAL PERMIT (IBMC § 19.87.050):

1. 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 Seacoast Commercial & Mixed-Use (C/MU-2 Zone). The purpose of the C/MU-2 Zone is to provide land to meet the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area. It is intended that the dominant type of commercial activity in the C/MU-2 Zone will be visitor-serving retail such as specialty stores, surf shops, restaurants, and hotels and motels. Mixed-use and multiple family residences are also permitted in the C/MU-2 Zone and in the Seacoast Mixed Use/Residential Overlay Zone. The development standards of the C/MU-2 Zone encourage pedestrian activity through the design and location of building frontages and parking provisions (IBMC Section 19.27.010). The proposed mixed-use project meets the purpose and intent of the land use designation because mixed-use buildings are permitted in the C/MU-2 Zone and the project would encourage pedestrian activity through the design and location of the building frontage and would provide commercial goods and services required by the tourist population and local residents.

2. 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 intent of the City's design guidelines, landscape and irrigation standards, and minimum requirements set forth in the Zoning Ordinance because it is consistent with the General Plan and the Zoning development standards for the site. The project shall receive an administrative adjustment of 10% to deviate from the typical 15 foot vertical floor-to-ceiling dimension (Section 19.84.150) and shall provide a vertical floor-to-ceiling dimension of 13.5 feet for the ground floor commercial space, and this is authorized because it would allow for more desirable/livable vertical floor-to-ceiling dimensions above the first floor.

With regard to parking, three residential units are proposed for the project in total, which would require 4.5 parking spaces. A 25% reduction for the vertical mixed-use project would allow for a minimum of three parking spaces ($4.5 \times .25 = 1.125$; $4.5 - 1.125 = 3.375$ required spaces). However, five parking spaces accessing off the alley are proposed for the residential units. The project proposes approximately 2,118 square feet of commercial space, which would typically require two parking spaces. A 25% reduction for the vertical mixed-use project would still require two commercial parking spaces ($2 \times .25 = .50$; $2 - .50 = 1.5$ required spaces; the Municipal Code requires parking fractions of .5 or greater to be rounded up to one space). However, one commercial unit is proposed to measure approximately 908 square feet, which would be eligible for a waiver in parking. The second unit would measure approximately 1,210 square feet, which would require one parking space. If a commercial tenant utilizes the entire commercial area, two parking spaces would be required, though off-site parking

within one thousand feet of the project site may be used to satisfy the parking requirements with the approval of a conditional use permit and implementation of a transportation demand management strategy. Two parking lots are located within one thousand feet of the project site and the transportation demand management strategy proposed by the applicant includes bicycle parking. In addition, the commercial tenants would be required to encourage employees to use bicycling, walking, and other forms of active transportation. Therefore, one commercial parking space would be required for the project and one space is proposed.

3. This project complies with the California Environmental Quality Act.

This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article 19 Sections 15332 (In-Fill Development Projects). 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.

4. 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 July 1, 2015, and a public hearing notice was published in the South County Eagle & Times newspaper on July 2, 2015.

CONDITIONAL USE PERMIT (IBMC § 19.82.040):

5. 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 purpose of the C/MU-2 Zone is to provide land to meet the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area. It is intended that the dominant type of commercial activity in the C/MU-2 Zone will be visitor-serving retail such as specialty stores, surf shops, restaurants, and hotels and motels. Mixed-use and multiple family residences are also permitted in the C/MU-2 Zone and in the Seacoast Mixed Use/Residential Overlay Zone. The development standards of the C/MU-2 Zone encourage pedestrian activity through the design and location of building frontages and parking provisions (IBMC Section 19.27.010). The proposed mixed-use project meets the purpose and intent of the land use designation. The mixed-use project with a building height of thirty-five feet with portions of the project extending above the height limit as permitted by Imperial Beach Municipal Code Section 19.40.020 is necessary and desirable as it will provide residential units to assist in meeting housing demand, provide visitor-serving retail commercial space, and should provide an economic benefit for the neighborhood and community.

6. 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 proposed use is compatible with other uses in the neighborhood and would function in a similar manner as other nearby uses.

7. 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

Mixed-use developments are permitted in the C/MU-2 Zone. The proposed project is consistent with the zoning for this area and will comply with all of the regulations and conditions for these uses. Properties east of Seacoast Drive shall have a height limit not to exceed three stories and thirty-five feet with approval of a conditional use permit that demonstrates compliance with setbacks, stepbacks, and two or more development incentives. The project complies with the setback and stepback requirements and the two development incentives proposed by the applicant are as follows: 1) At least 25% of the proposed residential units will be three-bedroom units (100% proposed); 2) Entire project provides a minimum of seventy-five percent "active commercial uses" on the ground floor. Some portions of the project would extend above the height limit as permitted by Imperial Beach Municipal Code Section 19.40.020, which would be limited to parapet walls that also serve as railing, and mechanical, elevator, and stairwell enclosures. Off-site parking for one parking space may be provided because two parking lots are located within one thousand feet of the project site and the transportation demand management strategy proposed by the applicant includes bicycle parking (IBMC 19.48.050). In addition, the commercial tenant(s) would be required to encourage employees to use bicycling, walking, and other forms of active transportation as a condition of approval.

8. 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 C/MU-2 Zone allows for properties east of Seacoast Drive to have a height limit not to exceed three stories and thirty-five feet with approval of a conditional use permit that demonstrates compliance with setbacks, stepbacks, and two or more development incentives. The project complies with the setback and stepback requirements and the two development incentives proposed by the applicant are as follows: 1) At least 25% of the proposed residential units will be three-bedroom units (100% proposed); 2) Entire project provides a minimum of seventy-five percent "active commercial uses" on the ground floor. The proposed project and conditional use permit is in compliance with the General Plan and Local Coastal program and is in harmony with the purpose and intent of the zoning code because the project is east of Seacoast Drive and demonstrates compliance with setbacks, stepbacks, and two development incentives, which allows for the height limit not to exceed three stories and thirty-five feet, though some portions of the project would extend above the height limit as permitted by Imperial Beach Municipal Code Section 19.40.020 (i.e. parapet walls and mechanical, elevator, and stairwell enclosures). In addition, if necessary, off-site parking within one thousand feet of the project site may be used to satisfy the parking requirements if a commercial tenant utilizes the entire commercial space area. The transportation demand management strategy required for the project would include bicycle parking and the commercial tenants would be required to encourage employees to use bicycling, walking, and other forms of active transportation as a condition of approval. One parking space designed to meet Americans with Disability Act (ADA) standards would still be provided.

DESIGN REVIEW/SITE PLAN REVIEW (IBMC § 19.81.060):

9. The proposed use does not have any detrimental effect upon the general health, safety and convenience of persons residing or working in the neighborhood, or is

not detrimental or injurious to the value of the property and improvements in the neighborhood.

The project proposes the construction of a mixed-use building with commercial and residential uses. The project would not have a detrimental effect on the general health, welfare, safety and convenience of persons residing or working in the neighborhood because it is consistent with the intent of the development standards and zoning designations. The development would not be injurious to the value of the property and improvements in the neighborhood because the project represents an improvement of the existing conditions and the project could improve property values and stimulate growth in the area.

10. The proposed use does not adversely affect the General Plan or the Local Coastal Plan.

The General Plan/Local Coastal Plan designates the site as Seacoast Commercial & Mixed-Use (C/MU-2 Zone). The purpose of the C/MU-2 Zone is to provide land to meet the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area. It is intended that the dominant type of commercial activity in the C/MU-2 Zone will be visitor-serving retail such as specialty stores, surf shops, restaurants, and hotels and motels. Mixed-use and multiple family residences are also permitted in the C/MU-2 Zone and in the Seacoast Mixed Use/Residential Overlay Zone. The development standards of the C/MU-2 Zone encourage pedestrian activity through the design and location of building frontages and parking provisions (IBMC Section 19.27.010). Therefore, the proposed mixed-use project meets the purpose and intent of the General Plan and Local Coastal Plan.

11. The proposed use is compatible with other existing and proposed uses in the neighborhood.

The property to the north of the site is mixed-use, the property to the west is Pier Plaza, and the properties to the south and east are residential. The proposed mixed-use project is compatible with other uses in the neighborhood because it is a mixed-use commercial/residential project and nearby properties are comprised of mixed-use and multiple-story buildings.

12. The location, site layout and design of the proposed use orients the proposed structures to streets, driveways, sunlight, wind and other adjacent structures and uses in a harmonious manner.

The proposed building is oriented to Seacoast Drive and is harmonious with other uses and structures, which include multiple-story buildings located to the north and east of the project site.

13. The combination and relationship of one proposed use to another on the site is properly integrated.

The project proposes commercial and residential uses within a building that is properly integrated.

14. Access to and parking for the proposed use does not create any undue traffic problem.

Vehicular ingress and egress to and from the site would be provided from the alley and one parking space would access from Elder Avenue. Pedestrian access would be provided from Seacoast Drive and Elder Avenue. Access and ingress and egress for the

project should not create undue traffic problems because the project would comply with the standards set for in the Municipal Code.

15. All other applicable provisions of the Zoning Code are complied with.

The project is consistent with the General Plan and the Zoning development standards for the site. The project shall receive an administrative adjustment of 10% to deviate from the typical 15 foot vertical floor-to-ceiling dimension (Section 19.84.150) and shall provide a vertical floor-to-ceiling dimension of 13.5 feet for the ground floor commercial space, and this is authorized because it would allow for more desirable/livable vertical floor-to-ceiling dimensions above the first floor. Portions of the roof eave for the proposed mechanical equipment enclosure on the northwest corner of the roof would extend approximately one foot into the public right-of-way at an elevation of approximately 37 feet, which is typical of a building abutting on a property line and should not provide any significant impacts to the public. Some portions of the project would extend above the height limit as permitted by Imperial Beach Municipal Code Section 19.40.020, which would be limited to parapet walls that also serve as railing, and mechanical, elevator, and stairwell enclosures.

16. Any other considerations as the Community Development Department deem necessary to preserve the health, safety and convenience of the City in general.

Standard and applicable conditions of approval have been included with the Resolution to further ensure that the health, safety, welfare, and convenience of the City in general is preserved.

17. Public Notice requirements, pursuant to Zoning Ordinance Section 19.87.100, 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 July 1, 2015, and a public hearing notice was published in the Imperial Beach Eagle & Times newspaper on July 2, 2015.

TENTATIVE PARCEL MAP FINDINGS (IBMC § 18.12.070):

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

The proposed subdivision is consistent with the General Plan and zoning designations because the lot will meet the lot area and frontage requirements.

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

The General Plan/Local Coastal Plan designates the site as Seacoast Commercial & Mixed-Use (C/MU-2 Zone). The purpose of the C/MU-2 Zone is to provide land to meet the demand for goods and services required primarily by the tourist population, as well as local residents who use the beach area. It is intended that the dominant type of commercial activity in the C/MU-2 Zone will be visitor-serving retail such as specialty stores, surf shops, restaurants, and hotels and motels. Mixed-use and multiple family residences are also permitted in the C/MU-2 Zone and in the Seacoast Mixed Use/Residential Overlay Zone. The development standards of the C/MU-2 Zone encourage pedestrian activity through the design and location of building frontages and parking provisions (IBMC Section 19.27.010). Therefore, the proposed mixed-use

project meets the purpose and intent of the land use designation of the General Plan/Local Coastal Plan.

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

The subject site is relatively flat and the proposed grading and drainage for the development of the mixed-use project has been reviewed so that no adverse impacts would occur.

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

The project involves new construction in a developed urban area that will not affect fish or wildlife habitat.

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

The development will meet all construction requirements and will be served by municipal water and sewer service and would not result in public health problems.

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

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

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

The project is exempt from the requirements of the CEQA under CEQA Guidelines Section 15332 (In-Fill Development Projects).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach that the above-listed findings and recitals are true and correct and are incorporated by reference; and

BE IT FURTHER RESOLVED by the City Council of the City of Imperial Beach that Regular Coastal Permit (CP 140023), Conditional Use Permit (CUP 140024), Design Review Case (DRC 140025), Site Plan Review (SPR 140026), and Tentative Parcel Map (TPM 140027) for the demolition of one existing residential unit and the construction of a new, mixed-use development with three residential condominium units above approximately 2,118 square feet of commercial/retail space at 951 Seacoast Drive (APN 625-352-23-00) are hereby approved subject to the following:

CONDITIONS OF APPROVAL:

1. **Approval** of Regular Coastal Permit (CP 140023), Conditional Use Permit (CUP 140024), Design Review Case (DRC 140025), Site Plan Review (SPR 140026), and Tentative Parcel Map (TPM 140027) is valid for three years from the date of final action by the City Council **to expire July 15, 2018**, unless vested with substantial construction pursuant to an approved building permit. Approvals of the Regular Coastal Permit (CP 140023), Conditional Use Permit (CUP 140024), Design Review Case (DRC 140025), and Site Plan Review (SPR 140026) shall run coterminous with the tentative parcel map.
2. The site shall be developed in substantial compliance with the plans dated June 25, 2015, on file at the Community Development Department, or as otherwise amended and approved, and the conditions contained herein.

3. No portion of the building may exceed the 35 foot height limit except those allowed by Imperial Beach Municipal Code Section 19.40.020, such as parapet walls and mechanical, elevator, and stairwell enclosures.
4. Bicycle parking shall be provided and permanently maintained as an essential transportation demand management component of the project. Commercial tenants are required to encourage the use of transit and forms of active transportation in order to help meet the state's greenhouse gas emissions reduction goals (e.g. provide bus passes to employees, discounts when presenting bus passes/bicycles, or other methods). The applicant shall enter into an agreement with the City that identifies implementation of transportation demand management strategies.
5. Parking space dimensions must meet requirements set forth in the Municipal Code.
6. All landscaping must be drought tolerant.
7. All landscaping and bio-filtration areas shall be maintained by the owner. All landscaped areas shall be permanently maintained in a healthy condition, free from weeds, trash, and debris.
8. Landscaping and other improvements in the public right-of-way shall comply with Seacoast Drive Aesthetic Improvement plan. Design and construction shall be provided by the applicant, subject to review and approval by the City.
9. A permanent irrigation system shall be installed and permanently maintained to serve all landscaped areas.
10. All building permits required for the project shall be obtained from the Imperial Beach Building Department.
11. This project is subject to all Model Codes, State Codes and City Ordinances adopted by the City of Imperial Beach.
12. A licensed surveyor/engineer shall verify pad elevations and all building corners and setbacks.
13. Hours of Construction: No work for which a building permit is required shall be performed within the hours of 7:00 P.M. - 7:00 A.M. Monday - Friday, nor prior to 8:00 A.M. or after 5:00 P.M. on Saturday. Construction work on Sundays, or alteration of the approved hours of construction, is subject to City approval.
14. 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 R9-2013-0001.
15. The sewer lateral (existing and new) locations shall be drawn on the plans and submitted to the City for review and approval. Plans must show the intended connection for bathrooms and kitchens to the sewer system. Plans must also show the location(s) of planned sewer clean outs for new building. Any abandonment of a sewer lateral shall be consistent with or in accordance with the Greenbook (Standard Specifications for Public Works Construction) current edition including the connection to the sewer main.
16. 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 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 R9-2013-0001. Proposed

discharge of site drainage system into the City's storm-water system (alleyway) must meet the criteria directed by the City Engineer.

17. Ensure that construction drawings provide for the building foundation elevations be at least 1 foot above gutter line to minimize flooding during storm conditions.
18. Applicant shall obtain any necessary approvals from SDG&E related to relocation or construction near the existing guy-wire on the alley.
19. Construction of an ADA compliant driveway approach on Elder Avenue must be constructed per San Diego County Regional Standard Drawings G-14A (Contiguous Sidewalk), G-15, and G-16. Concrete shall be a minimum of 6-inches in thickness. Curb & Gutter shall be removed and replaced per San Diego County Regional Standard drawing G-2. The curb & Gutter shall be poured separately from the driveway approach and sidewalk.
20. A minimum 4-foot wide landing shall be maintained behind the pedestrian access ramp at the southwestern corner of property.
21. Property adjacent to the pedestrian access ramp at the southwestern corner of the property and the proposed driveway approach on Elder Avenue shall be dedicated to the City/public right-of-way. The property owner shall provide all necessary documentation and associated materials to process the dedication.
22. 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.
23. 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, secured with epoxy adhesive. Concrete specification must be 560-C-3250 poured at thickness of at least 6-inches. Concrete cuts must also comply with item 8 above and cuts parallel to the alley drainage must be at least 1-foot from the alley drain line.
24. 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.
25. Seacoast Drive is under a street-cut moratorium, absolutely no cutting of the asphalt pavement is allowed unless approved with conditions by the Public Works Director.
26. 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.
27. All street work construction requires a Class A contractor to perform the work. All pavement transitions shall be free of tripping hazards.

28. Construct trash/refuse enclosure and a recycling enclosure consistent with IBMC Section 19.74.090. Trash and recycling enclosures are to be enclosed by a 6'-0" high masonry wall and locking gate. The enclosure doors/gates must not be designed to swing into the street or alley.
29. Any disposal/transportation of solid waste / construction waste in roll off containers must be contracted through the City's waste management provider unless the hauling capability exists integral to the prime contractor performing the work.
30. Impervious surfaces should not increase beyond the impervious services provided on the approved plan 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 R9-2013-0001.
31. 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.
32. Install survey monuments on northwest, southwest, and southeast property lines in or adjacent to sidewalk, and install survey monuments on northeast property line in alley. Record same with County Office of Records.
33. In accordance with IBMC Section 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.
34. Require applicant to provide verification of post construction Best Management Practice (BMP) maintenance provisions through a legal agreement, covenant, CEQA mitigation requirement, and / or Conditional Use Permit. Agreement is provided through the Community Development Department.
35. The owner shall 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.

36. Applicant must underground all utilities in accordance with IBMC Section 13.08.060(C) as noted below: "Applicability to new structures"
 - A. For any development which requires a building permit but is of a valuation of fifty thousand dollars or less, the applicant will not be required either to underground the utilities or to sign a deferral agreement pertaining thereto.
 - B. For any development of single-family residence(s) or duplex(es) which exceeds a valuation of fifty thousand dollars, the applicant will be required to sign a deferral agreement with, and pay a recording fee to, the City.
 - C. Any development of property other than as described in subsection A or B of this section in excess of fifty thousand dollars valuation will be required to underground all utilities. This project is within the Seacoast Drive Utility Underground District. Thus the existing communications aerial services must be relocated underground.
37. Applicant shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees and costs incurred by the City and any claim for private attorney general fees and costs claimed by or awarded to any party against the City or its agents officers or employees against the City or its agents, officers, or employees, relating to the approval of the project (MF1149) including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision (including the Regular Coastal Permit (CP 140023), Conditional Use Permit (CUP 140024), Design Review Case (DRC 140025), Site Plan Review (SPR 140026), and Tentative Parcel Map (TPM 140027)), including any claims for violation of the Public Records Act or discovery law arising from and with respect to litigation involving these approvals (collectively "Development Approvals"). The City will promptly notify applicant of any claim, action or proceeding concerning the Development Approvals. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, applicant shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of such election applicant shall pay all of the costs related thereto including without limitation attorney's fees and costs incurred by the City. In the event of a disagreement between the City and applicant regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the applicant shall not be required to pay or perform any settlement unless such settlement is first approved by applicant.
38. The Developer or Developer'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.
39. The Developer shall pay off any deficits in his project account (140023) prior to building permit issuance and prior to final inspection.

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.

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

1. That the foregoing recitals are true and correct.
2. That Resolution 2015-7577 is hereby rescinded.
3. That Regular Coastal Permit (CP 140023), Conditional Use Permit (CUP 140024), Design Review Case (DRC 140025), Site Plan Review (SPR 140026), and Tentative Parcel Map (TPM 140027) are approved for the demolition of one existing residential unit and the construction of a new mixed-use development with three residential condominium units above approximately 2,118 square feet of commercial/retail space at 951 Seacoast Drive (APN 625-352-23-00), subject to the conditions set forth in this Resolution.
4. The City Manager or his designee shall provide notice to the California Coastal Commission of the City Council's approval of the Coastal Permit pursuant to IBMC Section 19.87.160(A)(2).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of July 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK



Lighthouse Point



Lighthouse Park

A4V.RSA

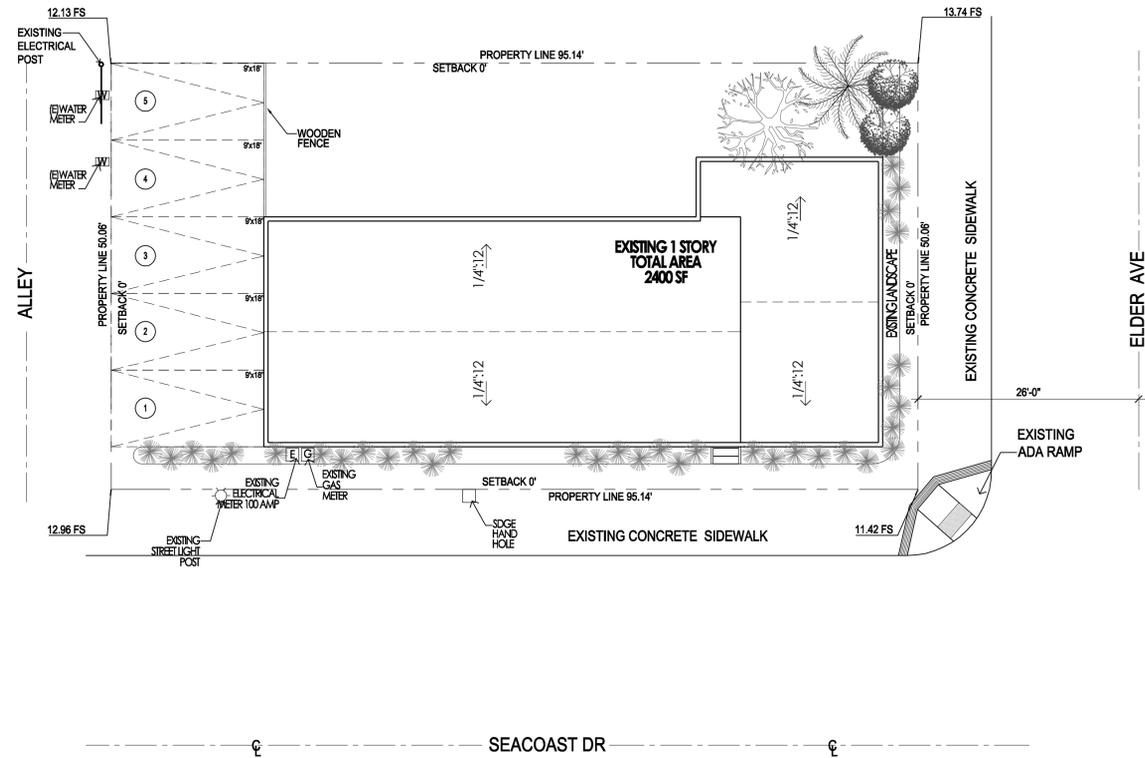




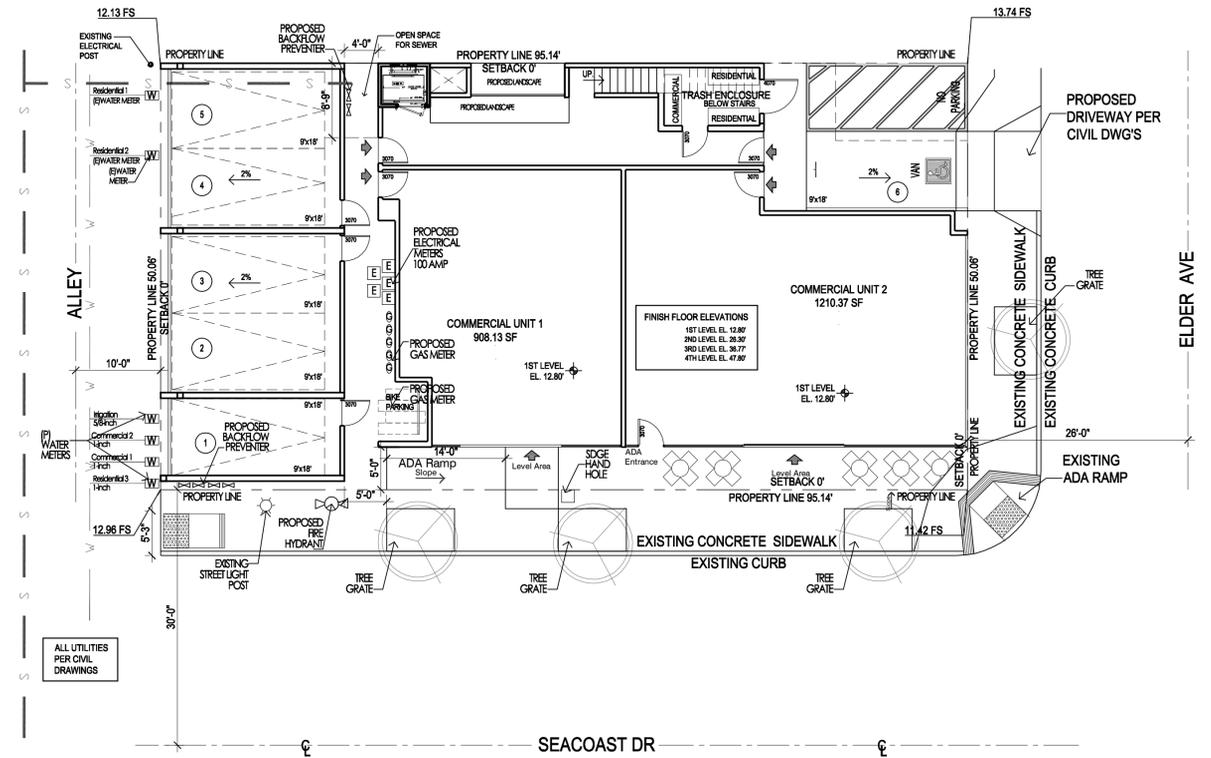


Lighthouse Point

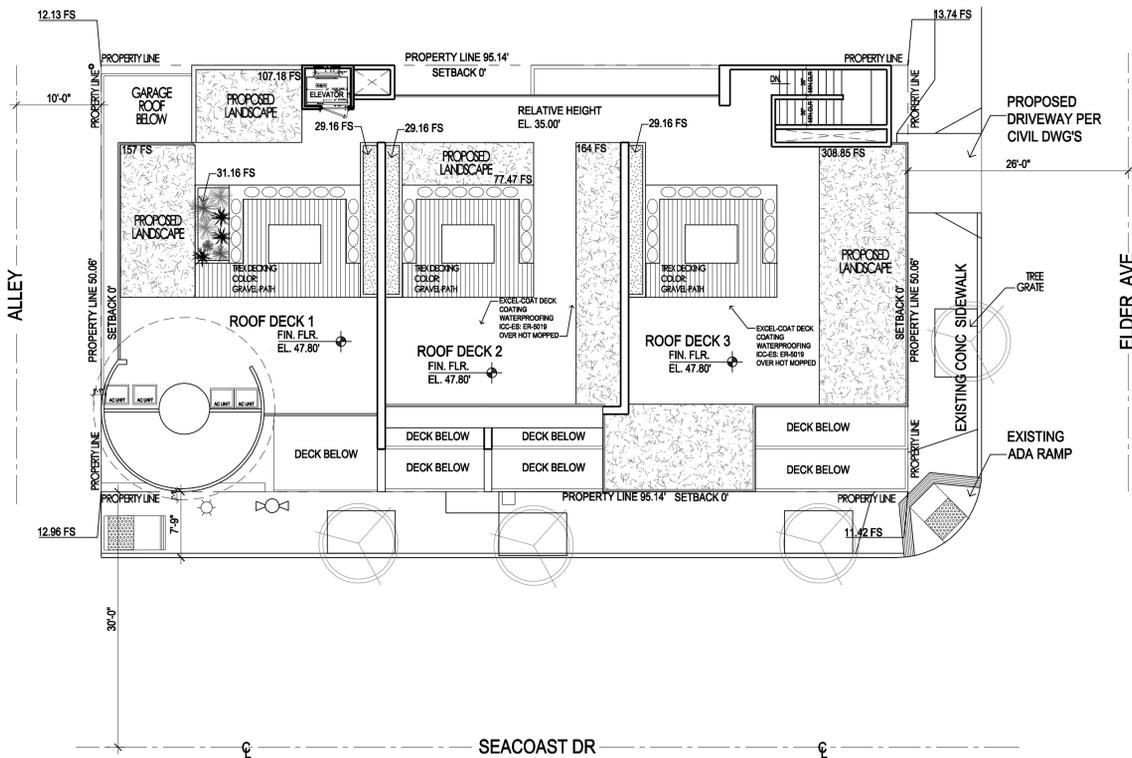




(E) SITE/ROOF PLAN
SCALE: 1" = 10'



(E) SITE/GROUND FLOOR PLAN
SCALE: 1" = 10'



(P) SITE/ROOF PLAN
SCALE: 1" = 10'



LIGHTHOUSE POINT
951 SeaCoast Drive,
Imperial Beach Ca 91932

Existing Building to be Demolish
New Mixed-Use Building

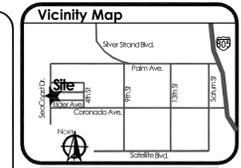


Project Data
Apr: 625-352-2300
Legal description:
Map: 1139 Bik: 20 Lot: 1
Address: 951 SeaCoast Drive,
Imperial Beach Ca 91932
Zone: C/MU-2
Lot area: 4,763 SF / .011 Acres
Construction type: V-B
Occupancy: R-2
Owner: R.S. INVESTMENTS
phone: (619) 408-9090
address: 951 SeaCoast Drive,
Imperial Beach 91932

Building Area Tabulation

COMMERCIAL	908 SF
2	1210 SF
UNIT 1	Living Space 2,365 SF
	Decks 178 SF
UNIT 2	Living Space 2,331 SF
	Decks 218 SF
UNIT 3	Living Space 2,112 SF
	Decks 214 SF
COMMON SPACE	1st Fl: 631 SF
	2nd Fl: 621 SF
	3rd Fl: 477 SF
PARKING	416 SF
ADA	1063.18 SF
ROOF DECK	3,861 SF
TRASH ENCLOSURE	100 SF
TOTAL LIVING SPACE:	6,808 SF
REQUIRED LANDSCAPE	15% = 714.45 SF
Landscap	1,311.59 SF > 714.45 SF
Lot Coverage:	92%
F.A.R.:	N/A

Scope of Work
Demolition of an existing residence and construction of a 3-story mixed-use commercial/residential building with commercial space and 6 parking spaces on the ground floor and three residential units above the first floor. The project requests an administrative adjustment of 10% to provide a floor-to-ceiling dimension for the commercial space. A conditional use permit is proposed for a 35' building height; at least two incentives are proposed (100% of residential units are 3-bedroom & project provides minimum 75% active commercial use on the ground floor).



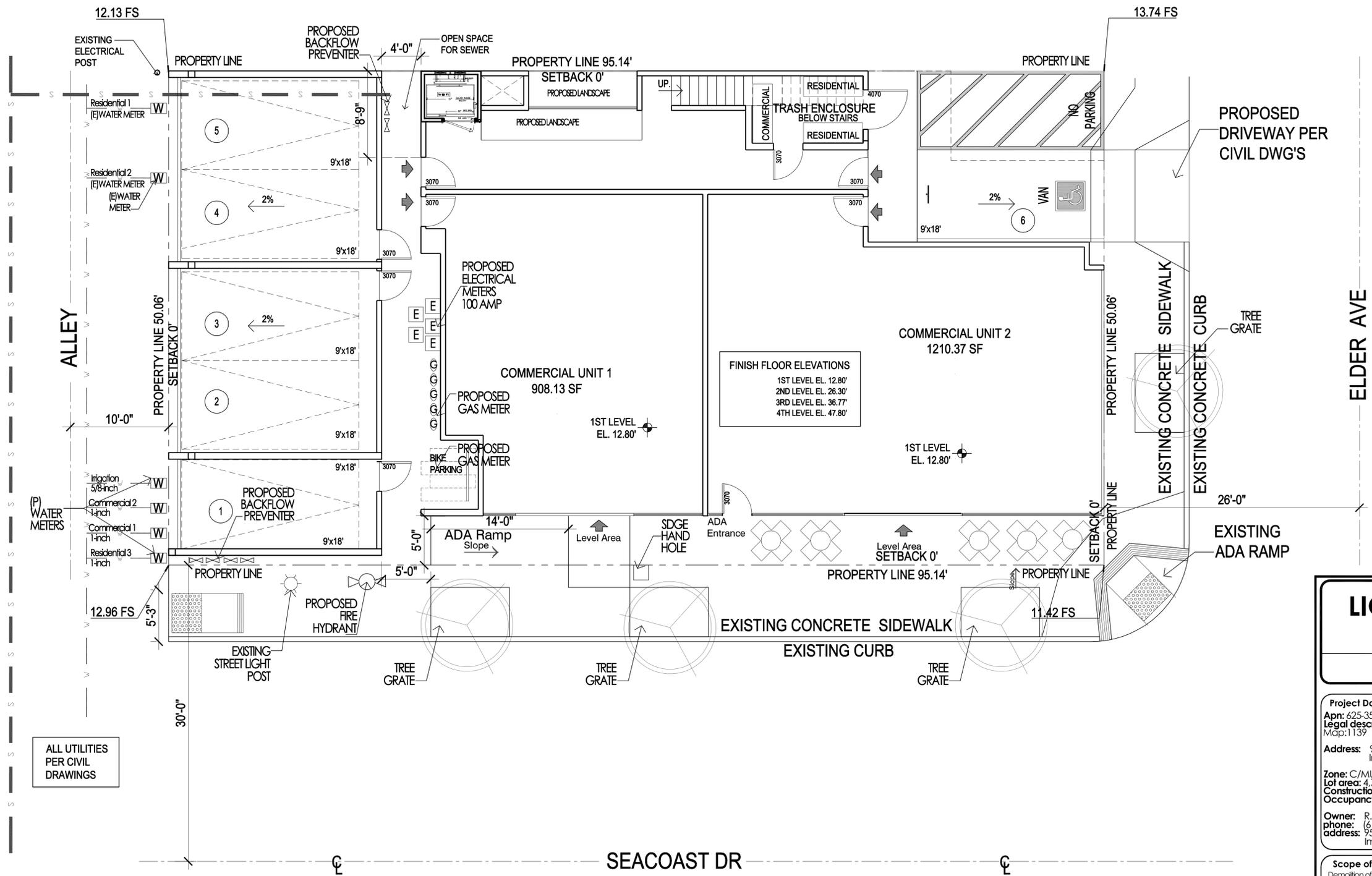
- List of Drawings**
- 1. A-1 (E) SITE & (P) SITE PLAN
 - 2. A-1.1 (P) SITE PLAN
 - 3. A-2 (P) GROUND LVL FLOOR PLAN
 - 4. A-3 (P) 1ST LVL FLOOR PLAN
 - 5. A-4 (P) 2ND LVL FLOOR PLAN
 - 6. A-5 (P) ROOF DECK FLOOR PLAN
 - 7. A-6 PROPOSED EXTERIOR ELEVATION
 - 8. A-7 PROPOSED EXTERIOR ELEVATION
 - 9. A-8 PROPOSED BLDG SECTIONS
 - 10. A-9 PROPOSED LANDSCAPE PLAN
 - 11. A-10 PROPOSED DRAINAGE PLAN
 - 12. A-11 PROPOSED EXTERIOR ELEVATION COLORED
 - 13. A-12 PROPOSED EXTERIOR ELEVATION COLORED
 - 14. A-13 PROPOSED FRONT 3D VIEW
 - 15. A-14 PROPOSED REAR 3D VIEW
 - 16. A-15 PROPOSED NIGHT VIEWS

Plans prepared: 02.2015
Revisions:

sheet 1 of 16

Drawn: **JOSE PEREZ**
Responsible: **JOSE PEREZ**
402 W Broadway
4th floor
San Diego, CA 92101
Ph (619) 666-0872
Fax (619) 923-3205
Check: Jose Perez
Date: 04/2015
Scale: AS NOTED

sheet content:
EXISTING AND PROPOSED SITE PLAN
sheet type: **a** sheet no. **1**



ALL UTILITIES PER CIVIL DRAWINGS

(P) SITE / ROOF PLAN

SCALE: 1" = 10'



LIGHTHOUSE POINT
 951 SeaCoast Drive,
 Imperial Beach Ca 91932

Existing Building to be Demolish
 New Mixed-Use Building

Arkid Designs
 Cell (619) 666-0872 Fax (619) 923-3205
 402 W Broadway 4th Fl San Diego, CA 92101

Project Data
 Apr: 625-352-2300
 Legal description:
 Map: 1139 Bik: 20 Lot: 1
 Address: 951 SeaCoast Drive,
 Imperial Beach Ca 91932

Zone: C/MU-2
Lot area: 4,763 SF / .011 Acres
Construction type: V-B
Occupancy: R-2

Owner: R.S. INVESTMENTS
phone: (619) 408-9090
address: 951 SeaCoast Drive,
 Imperial Beach 91932

Building Area Tabulation

COMMERCIAL	908 SF
1:	1210 SF
UNIT 1	Living Space: 2,365 SF
	Decks: 178 SF
UNIT 2	Living Space: 2,331 SF
	Decks: 218 SF
UNIT 3	Living Space: 2,112 SF
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TOTAL LIVING SPACE:	6,808 SF
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Landscaped	1,311.59 SF > 714.45 SF

Lot Coverage: 92%
 F.A.R.: N/A



- List of Drawings**
- 1. A-1 (E) SITE & (P) SITE PLAN
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 - 4. A-3 (P) 1ST LVL FLOOR PLAN
 - 5. A-4 (P) 2ND LVL FLOOR PLAN
 - 6. A-5 (P) ROOF DECK FLOOR PLAN
 - 7. A-6 PROPOSED EXTERIOR ELEVATION
 - 8. A-7 PROPOSED EXTERIOR ELEVATION
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 - 10. A-9 PROPOSED LANDSCAPE PLAN
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 - 12. A-11 PROPOSED EXTERIOR ELEVATION COLORED
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 - 14. A-13 PROPOSED FRONT 3D VIEW
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 - 16. A-15 PROPOSED NIGHT VIEWS

Scope of Work
 Demolition of an existing residence and construction of a 3-story mixed-use commercial/residential building with commercial space and 6 parking spaces on the ground floor and three residential units above the first floor. The project requests an administrative adjustment of 10% to provide a floor-to-ceiling dimension for the commercial space. A conditional use permit is proposed for a 35' building height; at least two incentives are proposed (100% of residential units are 3-bedroom & project provides minimum 75% active commercial use on the ground floor).

Plans prepared: 02.2015

Revisions:	

sheet 2 of 16

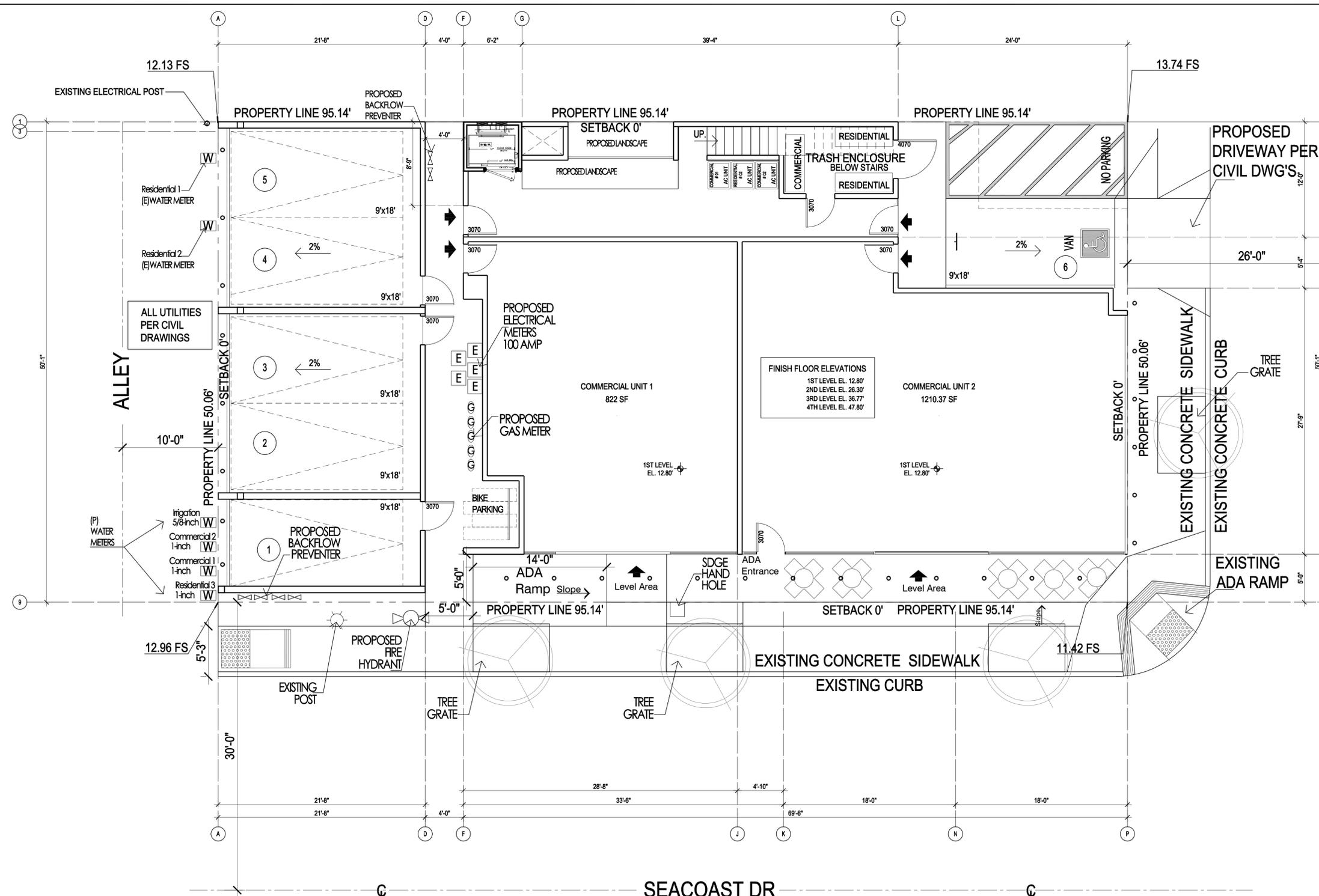
Drawn: **JOSE PEREZ**
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 Ph (619) 666-0872
 Fax (619) 923-3205

Check: **Jose Perez**
 Date: **04/2015**
 Scale: **AS NOTED**

signature

sheet content:
PROPOSED LANDSCAPE

sheet type: **a1.1** sheet no.



1ST FLOOR 3/16"=1'

LIGHTHOUSE POINT
 951 SeaCoast Drive,
 Imperial Beach Ca 91932
 Existing Building to be Demolish
 New Mixed-Use Building

Arki Designs
 Cell (619) 666-0872 Fax (619) 923-3205
 402 W Broadway 4th Fl San Diego, CA 92101

Project Data
 Apr: 625-352-2300
Legal description:
 Map: 1139 Bik: 20 Lot: 1
Address: 951 SeaCoast Drive,
 Imperial Beach Ca 91932
Zone: C/MU-2
Lot area: 4,763 SF / .011 Acres
Construction type: V-B
Occupancy: R-2
Owner: R.S. INVESTMENTS
phone: (619) 408-9090
address: 951 SeaCoast Drive,
 Imperial Beach 91932

Building Area Tabulation

COMMERCIAL	908 SF
UNIT 1	2,365 SF
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Decks	178 SF
UNIT 2	2,331 SF
Living Space	2,331 SF
Decks	218 SF
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Living Space	2,112 SF
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COMMON SPACE	631 SF
1st Fl:	631 SF
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TOTAL LIVING SPACE:	6,808 SF
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Landscape	1,311.59 SF > 714.45 SF

Lot Coverage: 92%
 F.A.R.: N/A



Scope of Work
 Demolition of an existing residence and construction of a 3-story mixed-use commercial/residential building with commercial space and 6 parking spaces on the ground floor and three residential units above the first floor. The project requests an administrative adjustment of 10% to provide a floor-to-ceiling dimension for the commercial space. A conditional use permit is proposed for a 35' building height; at least two incentives are proposed (100% of residential units are 3-bedroom & project provides minimum 75% active commercial use on the ground floor).

- List of Drawings**
1. A-1 (E) SITE & (P) SITE PLAN
 2. A-1.1 (P) SITE PLAN
 3. A-2 (P) GROUND LVL FLOOR PLAN
 4. A-3 (P) 1ST LVL FLOOR PLAN
 5. A-4 (P) 2ND LVL FLOOR PLAN
 6. A-5 (P) ROOF DECK FLOOR PLAN
 7. A-6 PROPOSED EXTERIOR ELEVATION
 8. A-7 PROPOSED EXTERIOR ELEVATION
 9. A-8 PROPOSED BLDG SECTIONS
 10. A-9 PROPOSED LANDSCAPE PLAN
 11. A-10 PROPOSED DRAINAGE PLAN
 12. A-11 PROPOSED EXTERIOR ELEVATION COLORED
 13. A-12 PROPOSED EXTERIOR ELEVATION COLORED
 14. A-13 PROPOSED FRONT 3D VIEW
 15. A-14 PROPOSED REAR 3D VIEW
 16. A-15 PROPOSED NIGHT VIEWS

Plans prepared: 02.2015

Revisions:	

sheet 3 of 16

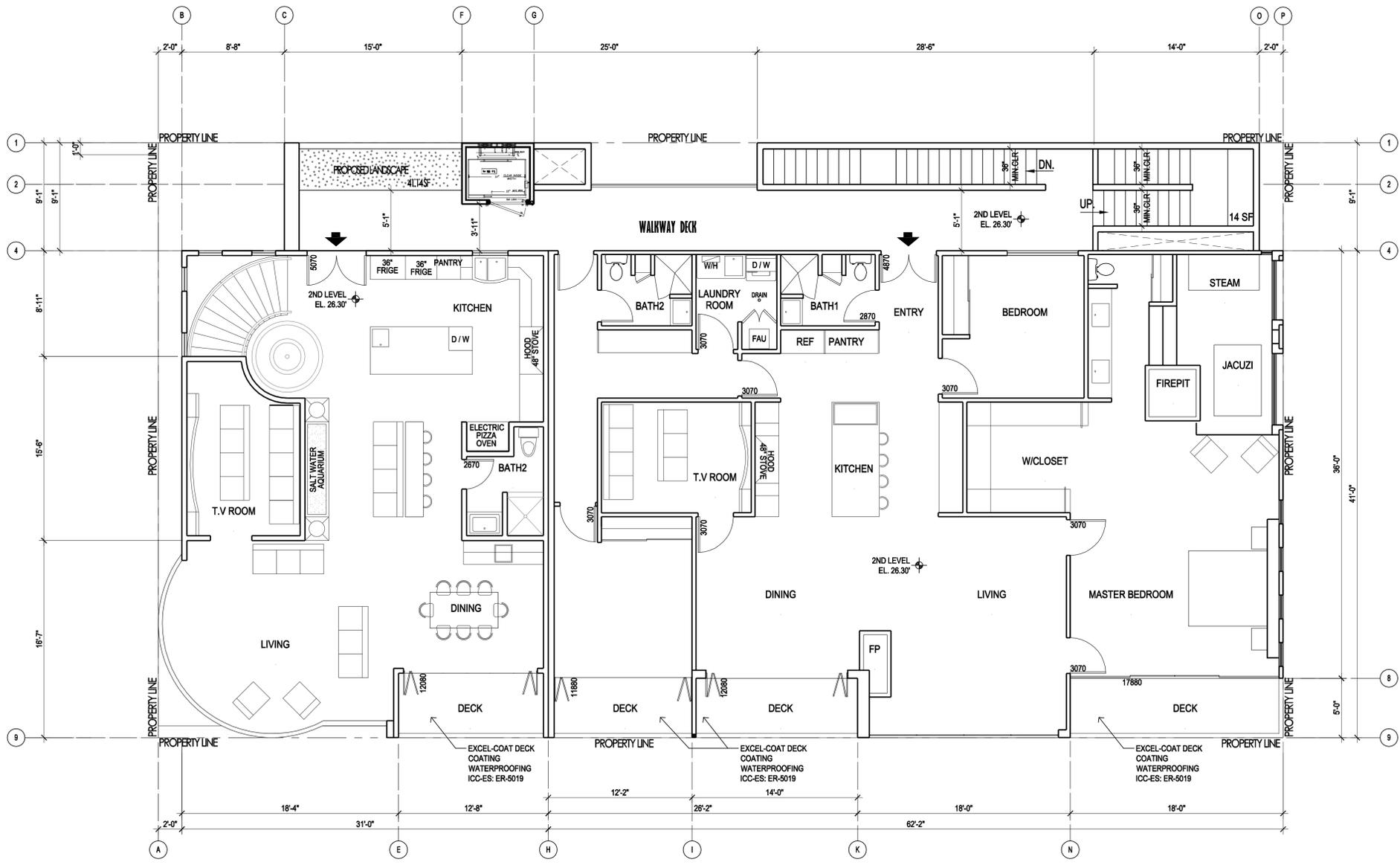
Drawn: **JOSE PEREZ**
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 402 W Broadway
 4th floor
 San Diego, CA 92101
 Ph (619) 666-0872
 Fax (619) 923-3205

Check: **Jose Perez**
 Date: **04/2015**
 Scale: **AS NOTED**

signature

sheet content:
 PROPOSED GROUND LEVEL FLOOR PLAN

sheet type: **a** sheet no. **2**



LIGHTHOUSE POINT

951 SeaCoast Drive,
Imperial Beach Ca 91932

Existing Building to be Demolish
New Mixed-Use Building



Cell(619) 666-0872 Fax(619) 923-3205
402 W Broadway 4th Fl San Diego, CA 92101

Project Data
 Apr: 625-352-2300
Legal description:
 Map:1139 Bik: 20 Lot:1
Address: 951 SeaCoast Drive,
 Imperial Beach Ca 91932
Zone: C/MU-2
Lot area: 4,763 SF / .011 Acres
Construction type: V-B
Occupancy: R-2
Owner: R.S. INVESTMENTS
phone: (619) 408-9090
address: 951 SeaCoast Drive,
 Imperial Beach 91932

Scope of Work
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Plans prepared: 02.2015
 Revisions:
 sheet 4 of 16

Building Area Tabulation

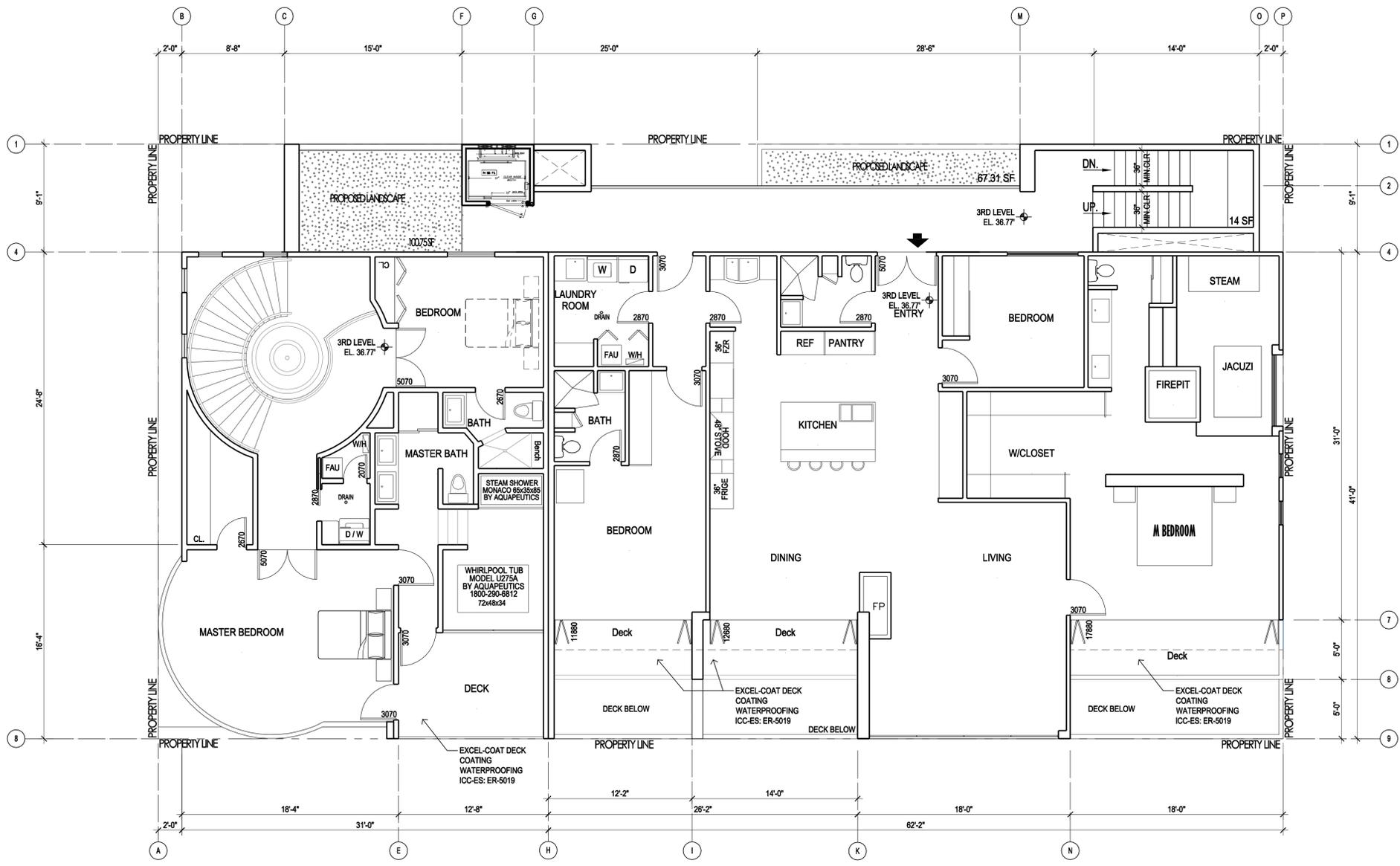
COMMERCIAL	1: 908 SF
	2: 1210 SF
UNIT 1	Living Space: 2,365 SF
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	Decks: 218 SF
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F.A.R.:	N/A



- List of Drawings**
- 1. A-1 (E) SITE & (P) SITE PLAN
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 - 6. A-5 (P) ROOF DECK FLOOR PLAN
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 - 8. A-7 PROPOSED EXTERIOR ELEVATION
 - 9. A-8 PROPOSED BLDG SECTIONS
 - 10. A-9 PROPOSED LANDSCAPE PLAN
 - 11. A-10 PROPOSED DRAINAGE PLAN
 - 12. A-11 PROPOSED EXTERIOR ELEVATION COLORED
 - 13. A-12 PROPOSED EXTERIOR ELEVATION COLORED
 - 14. A-13 PROPOSED FRONT 3D VIEW
 - 15. A-14 PROPOSED REAR 3D VIEW
 - 16. A-15 PROPOSED NIGHT VIEWS

Drawn: **JOSE PEREZ**
 Responsible: **JOSE PEREZ**
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 4th floor
 San Diego, CA 92101
 Ph(619)-666-0872
 Fax (619)923-3205
 Check: Jose Perez
 Date: 04/2015
 Scale: AS NOTED
 signature

sheet content:
PROPOSED FIRST LEVEL FLOOR PLAN
 sheet type: **a** sheet no. **3**



3RD FLOOR PLAN 3/16"=1'

LIGHTHOUSE POINT
 951 SeaCoast Drive,
 Imperial Beach Ca 91932



Project Data
 Apr: 625-352-2300
Legal description:
 Map: 1139 Bik: 20 Lot: 1
Address: 951 SeaCoast Drive,
 Imperial Beach Ca 91932
Zone: C/MU-2
Lot area: 4,763 SF / .011 Acres
Construction type: V-B
Occupancy: R-2
Owner: R.S. INVESTMENTS
phone: (619) 408-9090
address: 951 SeaCoast Drive,
 Imperial Beach 91932

Building Area Tabulation

COMMERCIAL	1: 908 SF
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 - 5. A-4 (P) 2ND LVL FLOOR PLAN
 - 6. A-5 (P) ROOF DECK FLOOR PLAN
 - 7. A-6 PROPOSED EXTERIOR ELEVATION
 - 8. A-7 PROPOSED EXTERIOR ELEVATION
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 - 11. A-10 PROPOSED DRAINAGE PLAN
 - 12. A-11 PROPOSED EXTERIOR ELEVATION COLORED
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 - 14. A-13 PROPOSED FRONT 3D VIEW
 - 15. A-14 PROPOSED REAR 3D VIEW
 - 16. A-15 PROPOSED NIGHT VIEWS

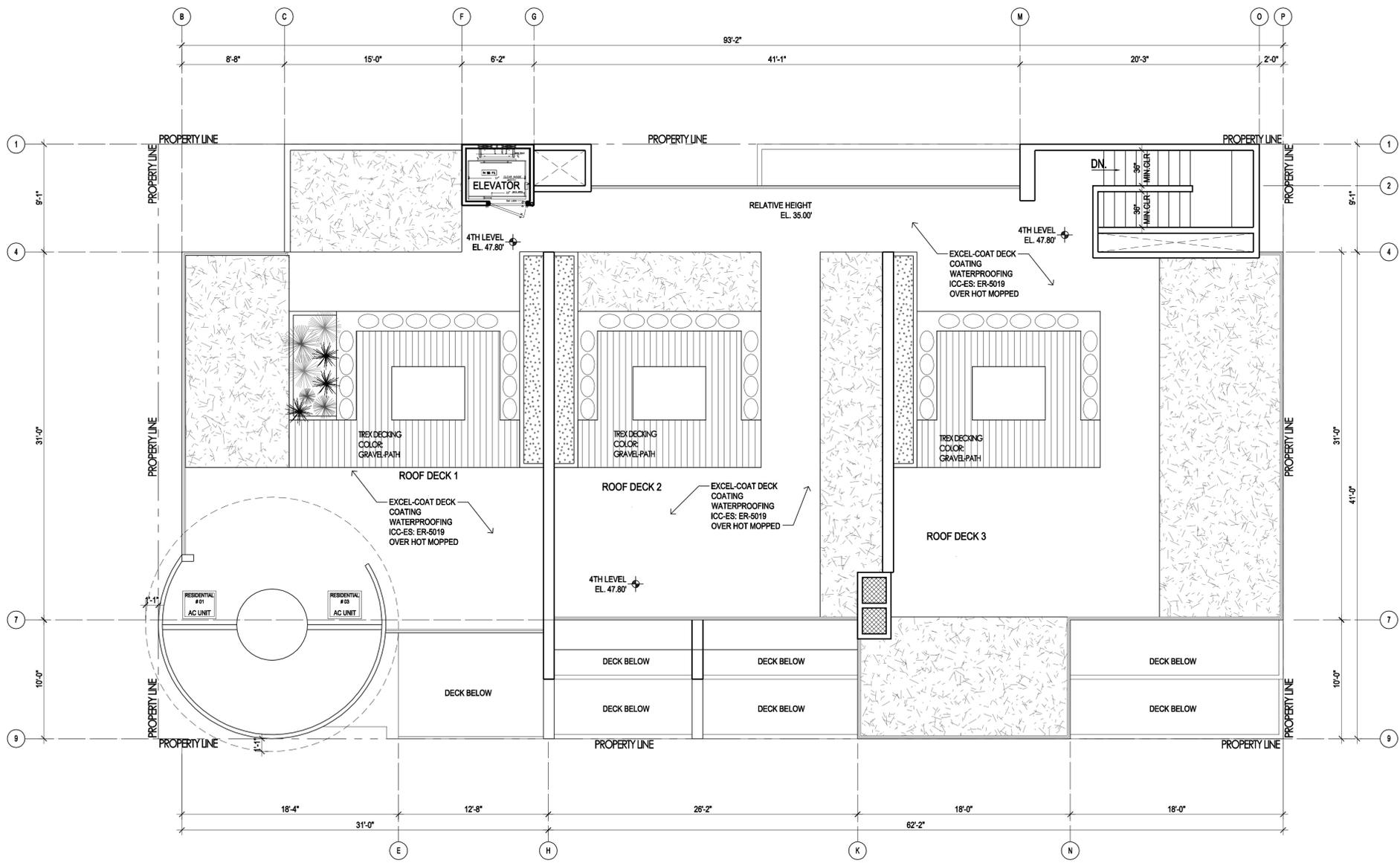
Plans prepared: 02.2015

Revisions:	

sheet 5 of 16

Drawn: **JOSE PEREZ**
 Responsible: **JOSE PEREZ**
 402 W Broadway
 4th floor
 San Diego, CA 92101
 Ph (619) 666-0872
 Fax (619) 923-3205
 Check: Jose Perez
 Date: 04/2015
 Scale: AS NOTED
 signature

sheet content:
PROPOSED SECOND LEVEL FLOOR PLAN
 sheet type: **a** sheet no. **4**



ROOF DECK PLAN 3/16"=1'

LIGHTHOUSE POINT

951 SeaCoast Drive,
Imperial Beach Ca 91932

Existing Building to be Demolish
New Mixed-Use Building



Cell(619) 666-0872 Fax(619) 923-3205
402 W Broadway 4th Fl San Diego, CA 92101

Project Data
Apr: 625-352-2300
Legal description:
Map: 1139 Bik: 20 Lot: 1
Address: 951 SeaCoast Drive,
Imperial Beach Ca 91932
Zone: C/MU-2
Lot area: 4,763 SF / .011 Acres
Construction type: V-B
Occupancy: R-2
Owner: R.S. INVESTMENTS
phone: (619) 408-9090
address: 951 SeaCoast Drive,
Imperial Beach 91932

Building Area Tabulation

COMMERCIAL	908 #F
1. 908 #F	
2. 1210 #F	
UNIT 1	Living Space 2,365 #F
Decks	178 #F
UNIT 2	Living Space 2,331 #F
Decks	218 #F
UNIT 3	Living Space 2,112 #F
Decks	214 #F
COMMON SPACE	1st Fl: 631 #F
	2nd Fl: 621 #F
	3rd Fl: 477 #F
PARKING	416 #F
ADA :	1063.18 #F
Garage:	3,861 #F
ROOF DECK	3,861 #F
TRASH ENCLOSURE	100 #F
TOTAL LIVING SPACE:	6,808 SF
REQUIRED LANDSCAPE	15% = 714.45 SF
Landscap	1,311.59 SF > 714.45 SF
Lot Coverage:	92%
F.A.R.:	N/A

Vicinity Map



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1. A-1 (E) SITE & (P) SITE PLAN
2. A-1.1 (P) SITE PLAN
3. A-2 (P) GROUND LVL FLOOR PLAN
4. A-3 (P) 1ST LVL FLOOR PLAN
5. A-4 (P) 2ND LVL FLOOR PLAN
6. A-5 (P) ROOF DECK FLOOR PLAN
7. A-6 PROPOSED EXTERIOR ELEVATION
8. A-7 PROPOSED EXTERIOR ELEVATION
9. A-8 PROPOSED BLDG SECTIONS
10. A-9 PROPOSED LANDSCAPE PLAN
11. A-10 PROPOSED DRAINAGE PLAN
12. A-11 PROPOSED EXTERIOR ELEVATION COLORED
13. A-12 PROPOSED EXTERIOR ELEVATION COLORED
14. A-13 PROPOSED FRONT 3D VIEW
15. A-14 PROPOSED REAR 3D VIEW
16. A-15 PROPOSED NIGHT VIEWS

Plans prepared: 02.2015
Revisions:

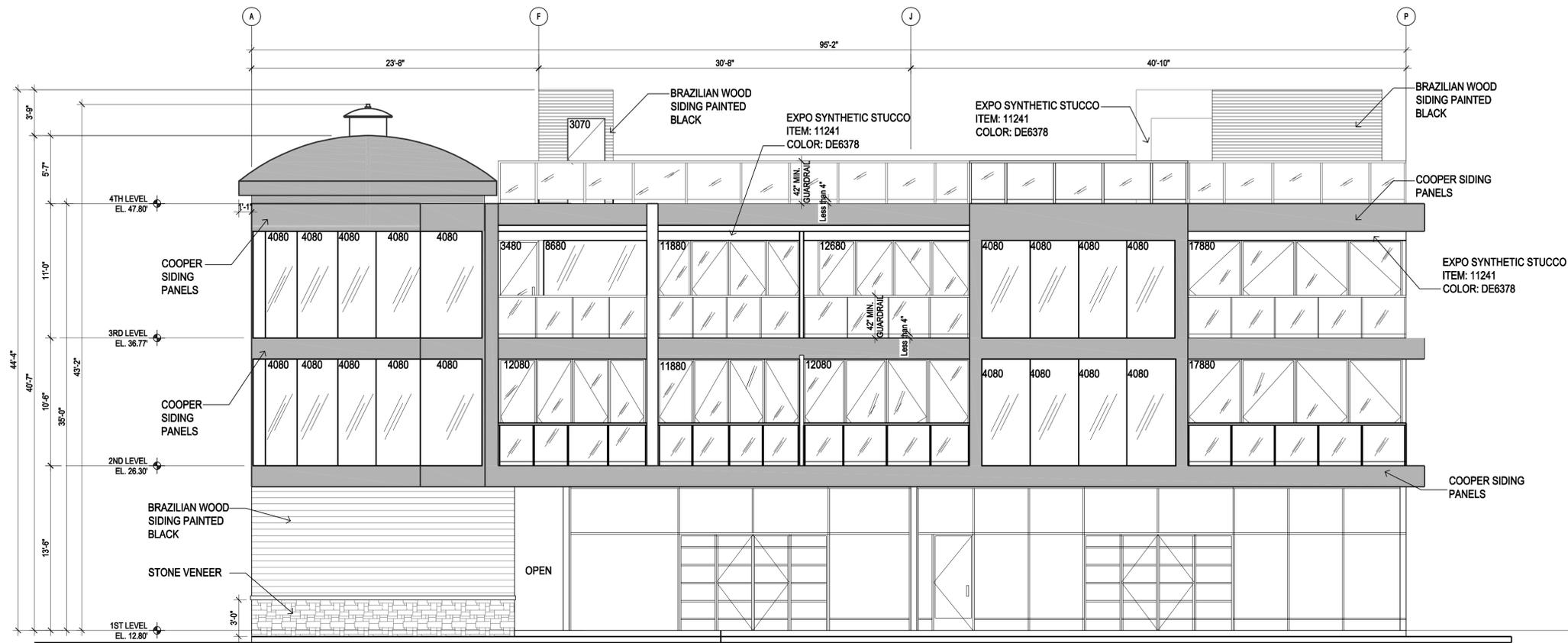
Drawn: JOSE PEREZ
Check: Jose Perez
Date: 04/2015
Scale: AS NOTED

Responsible: JOSE PEREZ
402 W Broadway
4th floor
San Diego, CA 92101
Ph(619)-666-0872
Fax (619)923-3205

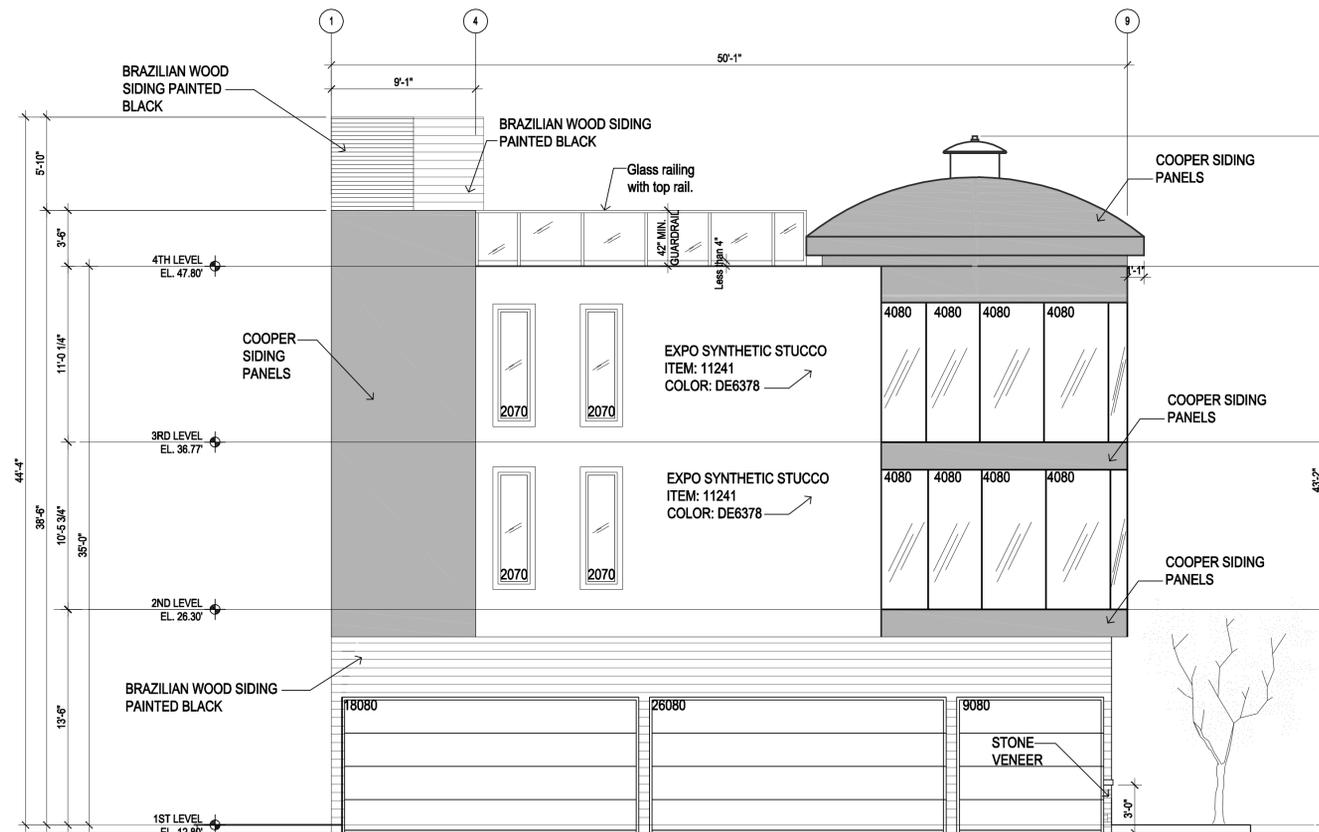
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PROPOSED ROOF DECK FLOOR PLAN

sheet type: **a** **sheet no.:** **5**

sheet 6 of 16



FRONT ELEVATION
SCALE: 3/16" - 1'-0"



LEFT ELEVATION
SCALE: 3/16" - 1'-0"

LIGHTHOUSE POINT

951 SeaCoast Drive,
Imperial Beach Ca 91932

Existing Building to be Demolish
New Mixed-Use Building



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402 W Broadway 4th Fl San Diego, CA 92101

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Imperial Beach 91932

Building Area Tabulation

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 - 8. A-7 PROPOSED EXTERIOR ELEVATION
 - 9. A-8 PROPOSED BLDG SECTIONS
 - 10. A-9 PROPOSED LANDSCAPE PLAN
 - 11. A-10 PROPOSED DRAINAGE PLAN
 - 12. A-11 PROPOSED EXTERIOR ELEVATION COLORED
 - 13. A-12 PROPOSED EXTERIOR ELEVATION COLORED
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 - 15. A-14 PROPOSED REAR 3D VIEW
 - 16. A-15 PROPOSED NIGHT VIEWS

Scope of Work
Demolition of an existing residence and construction of a 3-story mixed-use commercial/residential building with commercial space and 6 parking spaces on the ground floor and three residential units above the first floor. The project requests an administrative adjustment of 10% to provide a floor-to-ceiling dimension for the commercial space. A conditional use permit is proposed for a 35' building height; at least two incentives are proposed (100% of residential units are 3-bedroom & project provides minimum 75% active commercial use on the ground floor).

Plans prepared: 02.2015

Revisions:	

sheet 7 of 16

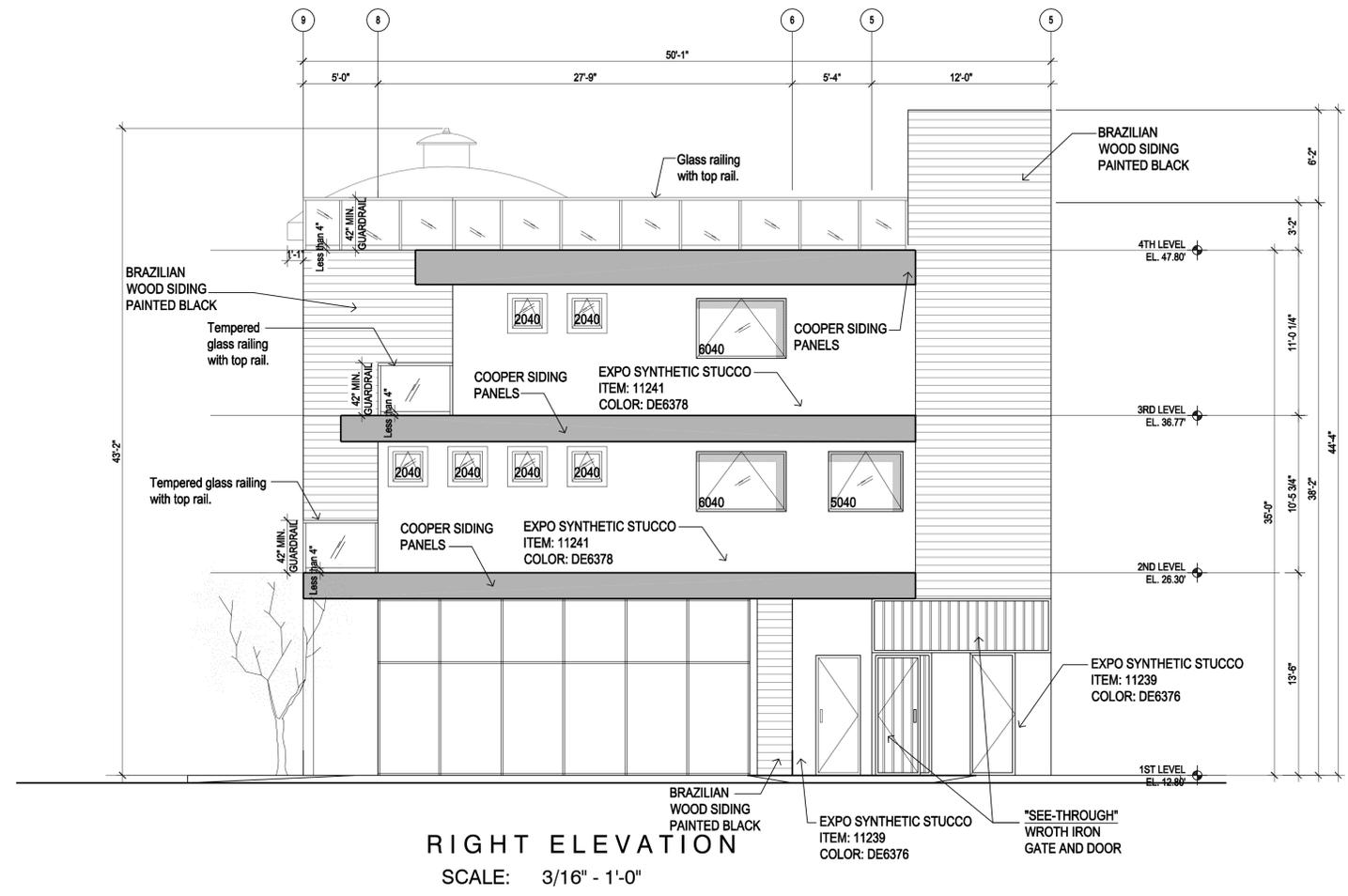
Drawn: **JOSE PEREZ**
Responsible: **JOSE PEREZ**
402 W Broadway
4th floor
San Diego, CA 92101
Ph (619) 666-0872
Fax (619) 923-3205

Check: **Jose Perez**
Date: **04/2015**
Scale: **AS NOTED**

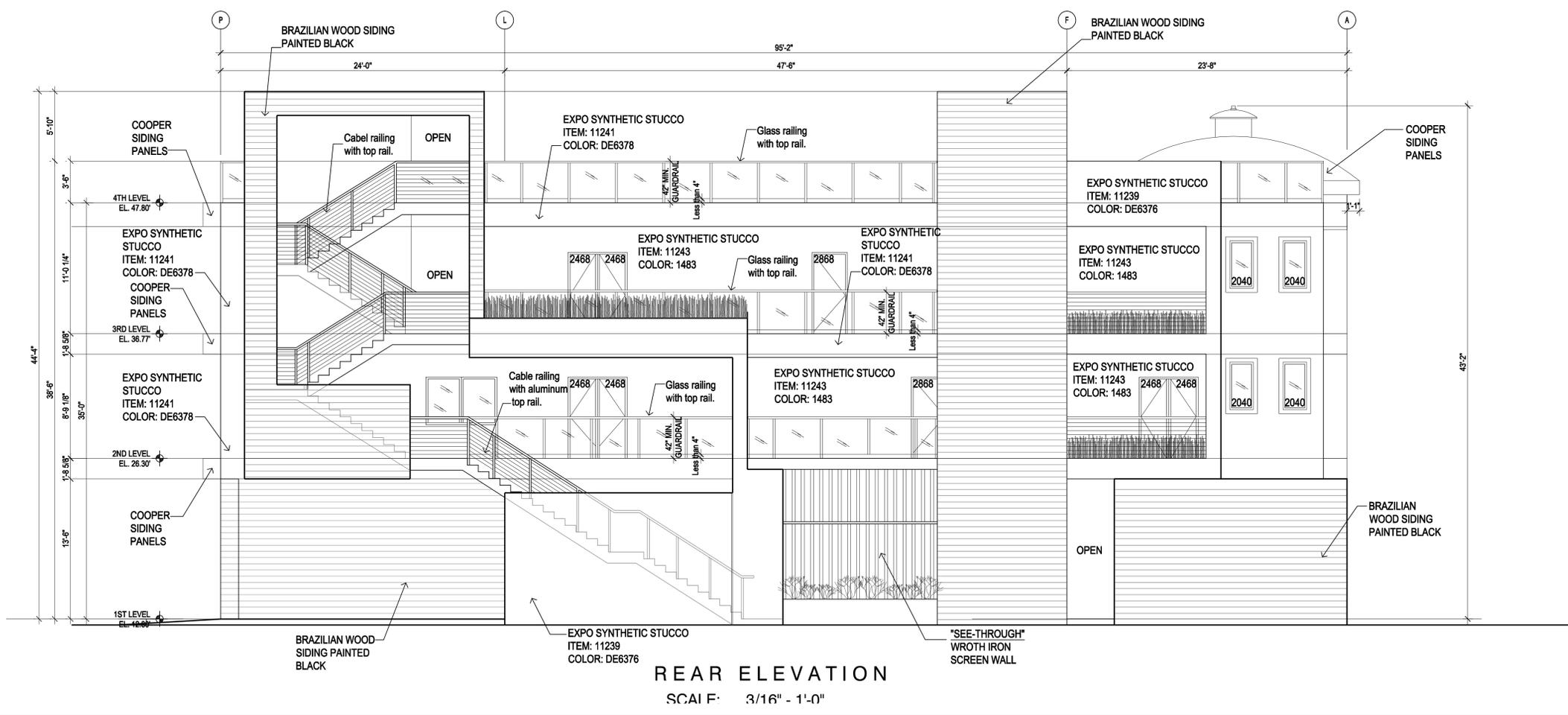
signature

sheet content:
PROPOSED EXTERIOR ELEVATIONS

sheet type: **a** sheet no. **6**



RIGHT ELEVATION
SCALE: 3/16" - 1'-0"



REAR ELEVATION
SCALE: 3/16" - 1'-0"

LIGHTHOUSE POINT

951 SeaCoast Drive,
Imperial Beach Ca 91932

Existing Building to be Demolish
New Mixed-Use Building

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Vicinity Map

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16. A-15 PROPOSED NIGHT VIEWS

Plans prepared: 02.2015

Revisions:

Drawn: **JOSE PEREZ**

Check: Jose Perez

Date: 04/2015

Scale: AS NOTED

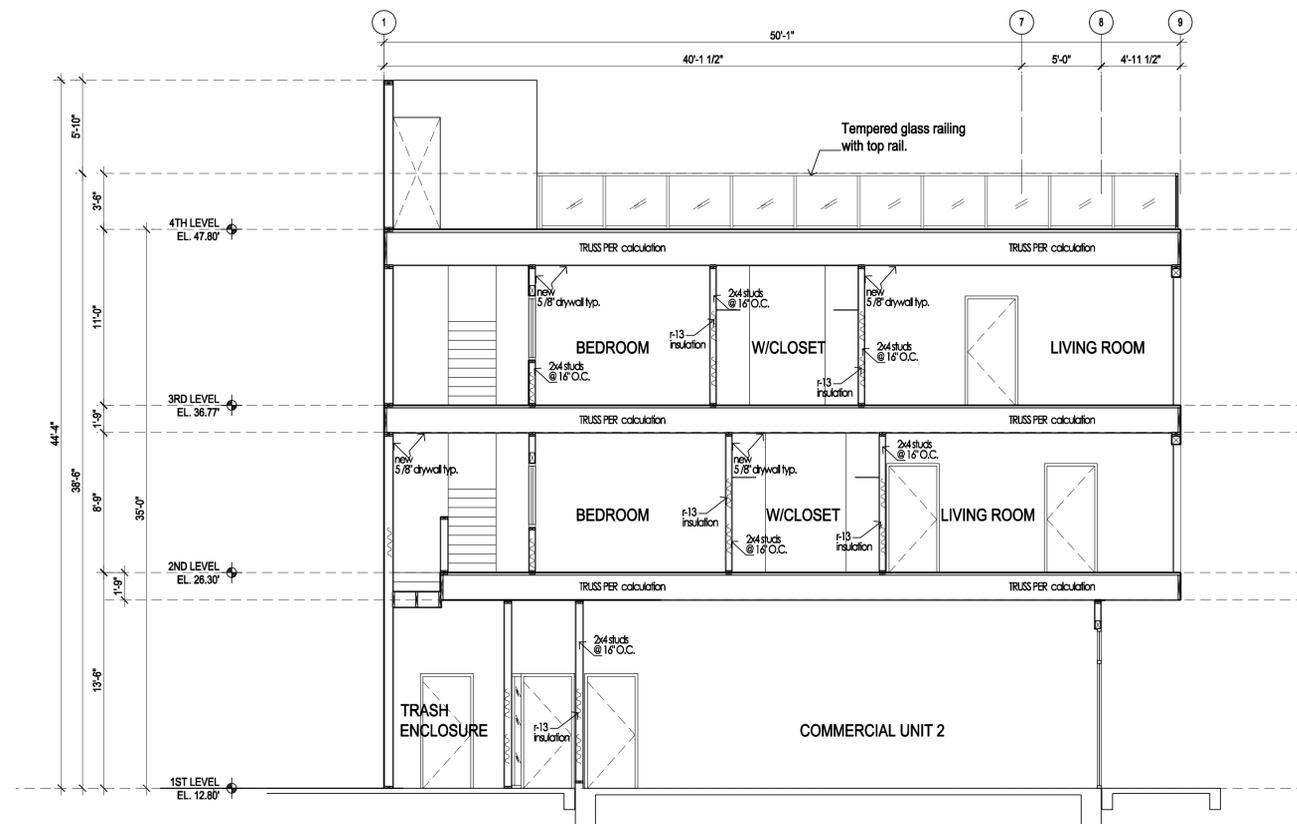
Responsible: **JOSE PEREZ**

402 W Broadway
4th floor
San Diego, CA 92101
Ph: (619) 666-0872
Fax: (619) 923-3205

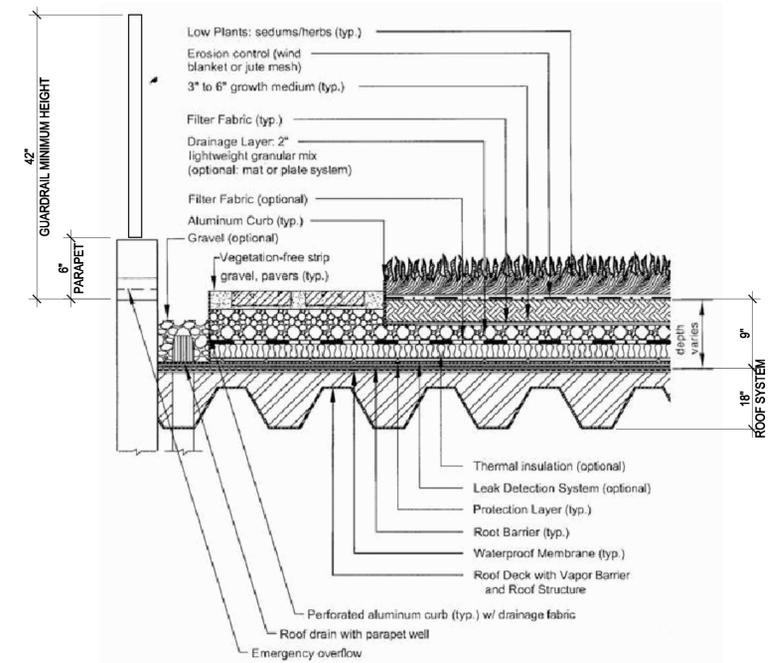
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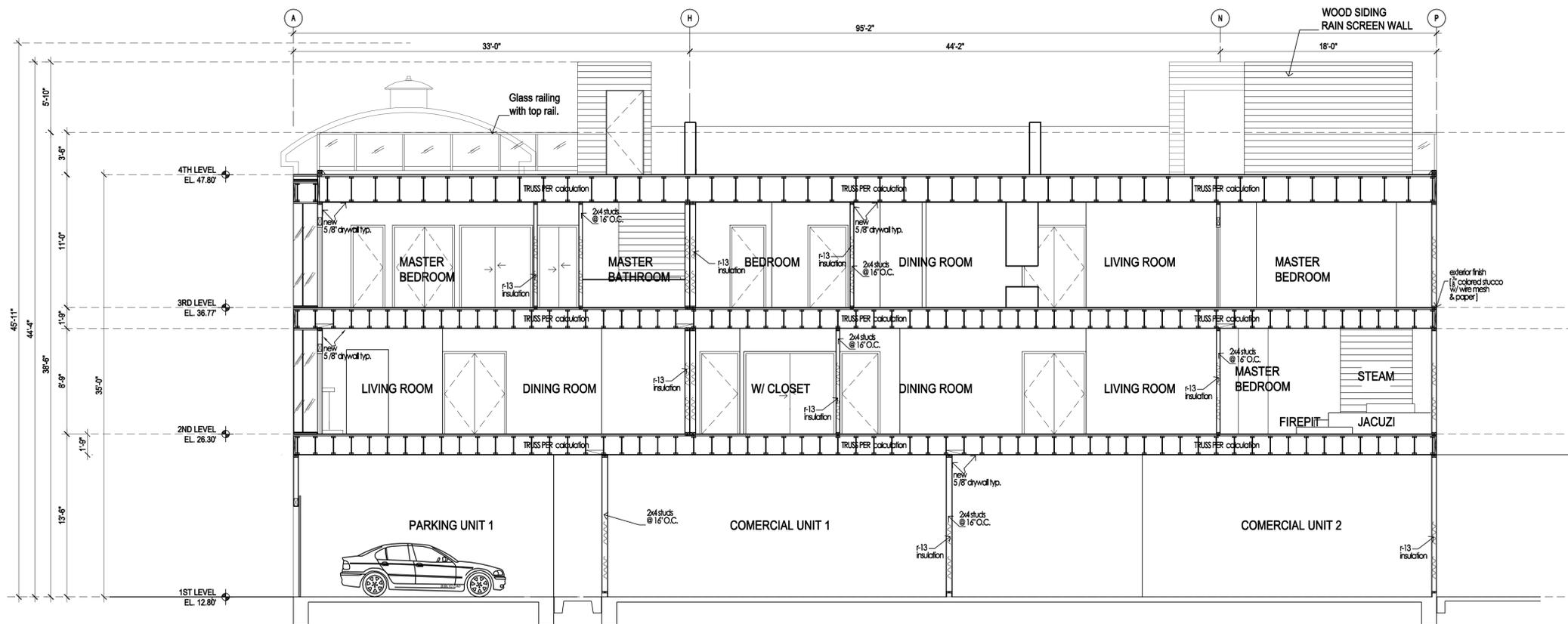
sheet 8 of 16



SECTION TRANSVERSE
SCALE: 3/16" - 1'-0"



CROSS SECTION VIEW (NTS)
ROOF GARDEN DETAIL



SECTION LONGITUDINAL
SCALE: 3/16" - 1'-0"

LIGHTHOUSE POINT

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Plans prepared: 02.2015

Revisions:

Drawn: **JOSE PEREZ**

Responsible: **JOSE PEREZ**
402 W Broadway
4th floor
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Ph (619) 666-0872
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Check: Jose Perez

Date: 04/2015

Scale: AS NOTED

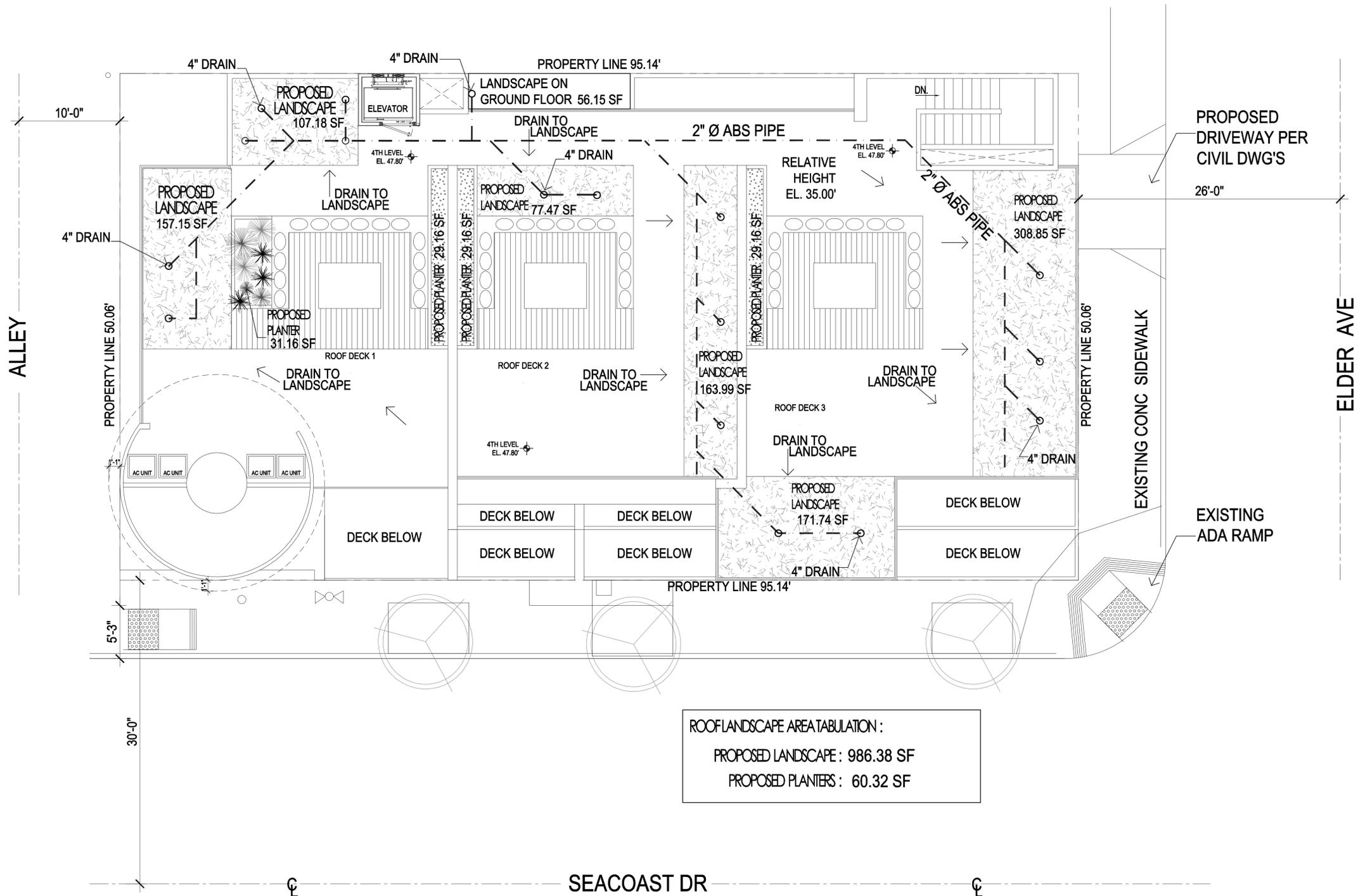
signature

Sheet content:

PROPOSED BUILDING SECTIONS

sheet type: sheet no.

a 8



ROOF LANDSCAPE AREA TABULATION:

PROPOSED LANDSCAPE	986.38 SF
PROPOSED PLANTERS	60.32 SF

(P) DRAINAGE PLAN

SCALE: 3/16" = 1'-0"



LIGHTHOUSE POINT
 951 SeaCoast Drive,
 Imperial Beach Ca 91932

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 New Mixed-Use Building

Arki Designs
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 402 W Broadway, 4th Fl, San Diego, CA 92101

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Plans prepared: 02.2015

Revisions:	

sheet 11 of 16

Drawn: **JOSE PEREZ**
 Responsible: **JOSE PEREZ**
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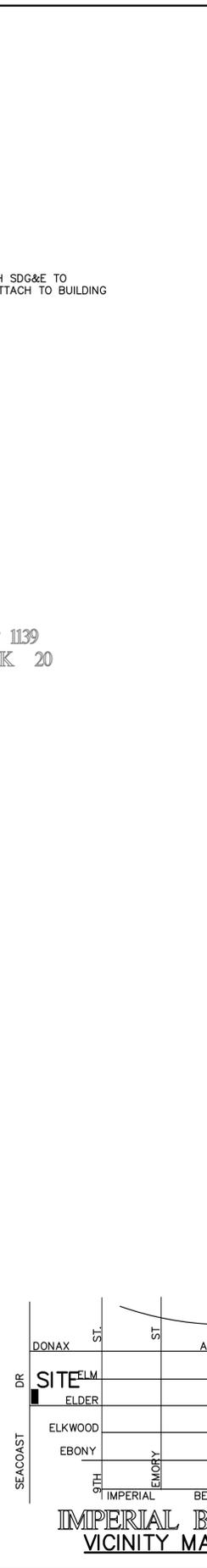
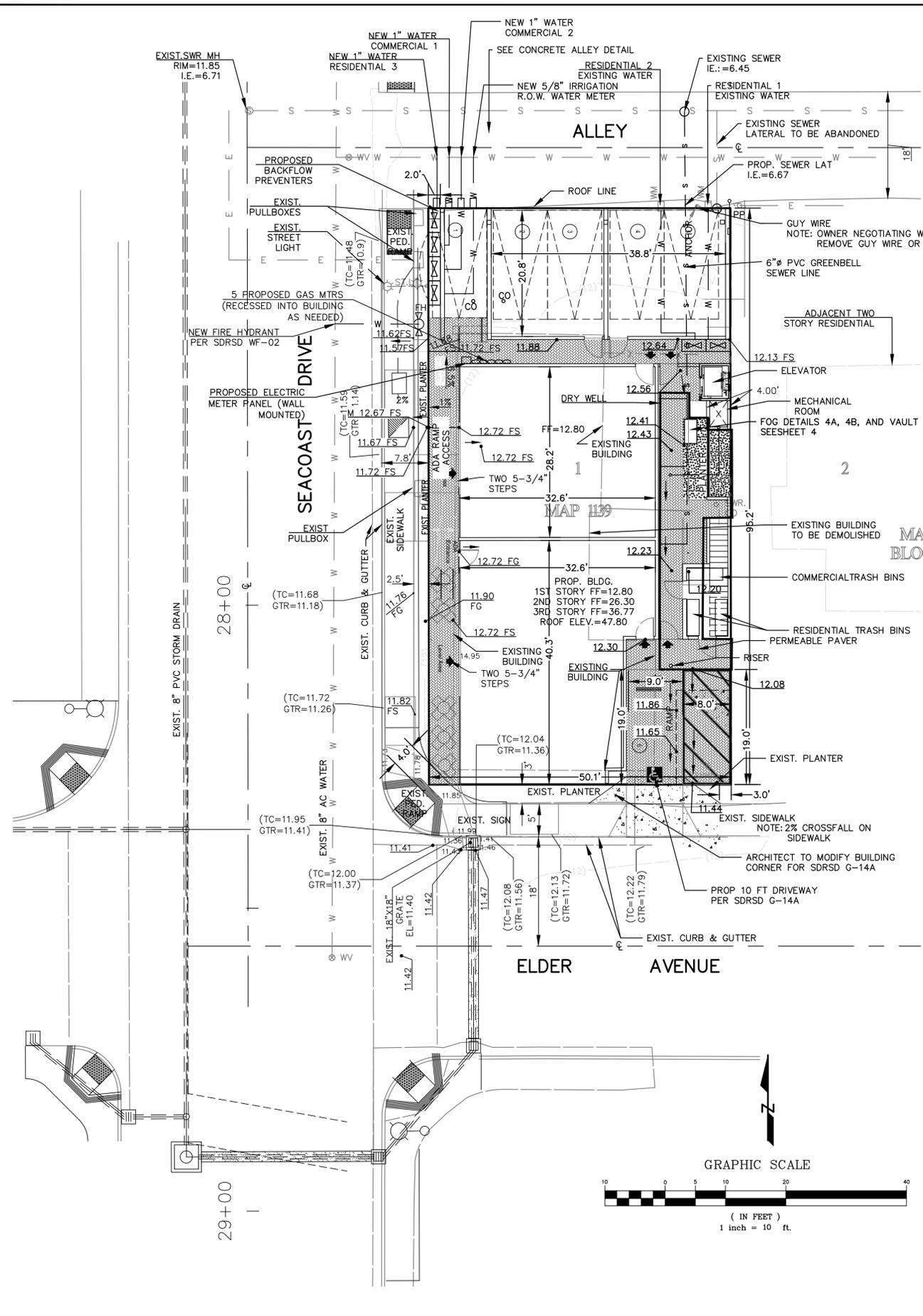
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 Date: 04/2015
 Scale: AS NOTED

signature

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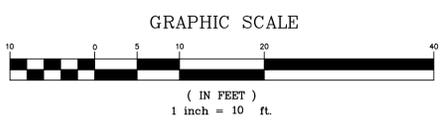
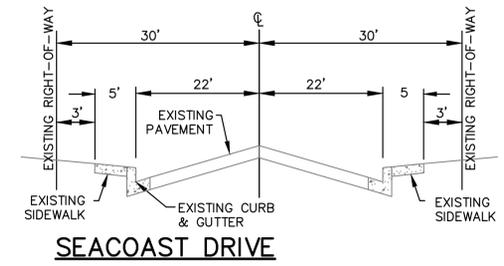
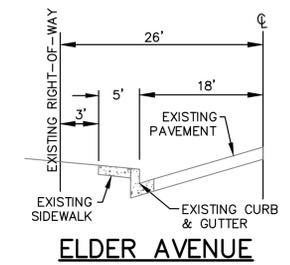
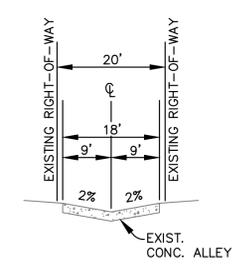
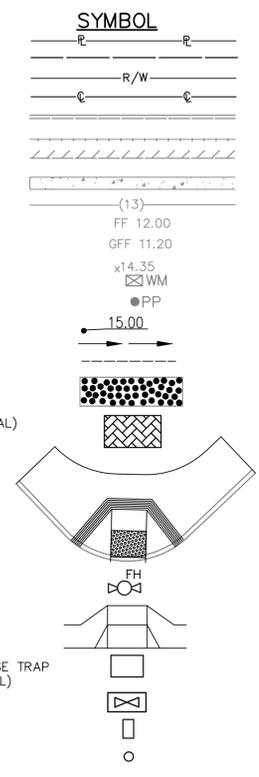
DRAINAGE PLAN

sheet type: **a** sheet no. **10**



- LEGEND**
- PROPERTY LINE
 - LOT LINES
 - EXISTING RIGHT-OF-WAY CENTERLINE LINES
 - EXISTING CURB & GUTTER
 - EXISTING FENCE
 - EXISTING BUILDING
 - EXISTING CONCRETE
 - EXISTING CONTOUR
 - EXISTING FINISHED FLOOR
 - EXISTING GARAGE FINISHED FLOOR
 - EXISTING SPOT ELEVATION
 - EXISTING WATER METER
 - EXISTING POWER POLE
 - PROPOSED SPOT ELEVATION
 - DIRECTION OF FLOW
 - RIDGE LINE/GRADE BREAK
 - PLANTERS, SEE ARCHITECT LANDSCAPE PLANS
 - PERVIOUS PAVERS (ORCO CASCADA OR APPROVED EQUAL)
 - EXISTING CONC. CURB RAMP G-27A
 - PROPOSED 3-WAY FIRE HYDRANT SDRSDFW-02
 - PROPOSED DRIVEWAY RSD G-14A
 - PROPOSED F.O.G.- COMMERCIAL FATS, OILS, AND GREASE TRAP (PER JENSEN 320 GAL. GREASE INTERCEPTOR, OR EQUAL)
 - PROPOSED BACKFLOW PREVENTER SDRSD WR01
 - PROPOSED WATER METER, 1" RISER

REF. DWG.



TENTATIVE PARCEL MAP

LEGAL DESCRIPTION
LOT 1 IN BLOCK 20 OF IMPERIAL BEACH, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MAP NO. 1139, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 16, 1908.

ASSESSOR'S PARCEL NUMBER
625-352-23-00

CONDOMINIUM NOTE
THIS MAP IS A TENTATIVE PARCEL MAP OF A CONDOMINIUM PROJECT AS DEFINED IN SECTION # 1350 ET SEQ. OF THE CIVIL CODE OF THE STATE OF CALIFORNIA CONSISTING OF TWO (2) COMMERCIAL UNITS ON GROUND FLOOR AND A MAXIMUM THREE (3) RESIDENTIAL UNITS ON 2ND & 3RD FLOORS

OWNER/APPLICANT
951 SEACOAST TRUST
RICHARD KEGEL/R.S. INVESTMENT, TRUSTEE
951 SEACOAST DRIVE
IMPERIAL BEACH, CA 91932
PHONE: (619) 408-9090

BY: RICHARD KEGEL DATE

DRAWINGS
SHEET 1 TENTATIVE PARCEL MAP
SHEET 2 DRAINAGE AND GRADING PLAN-PLAN VIEW & GENERAL NOTES
SHEET 3 DRAINAGE AND GRADING PLAN-DETAILS & NOTES
SHEET 4 DRAINAGE AND GRADING PLAN-DETAILS & NOTES

FIRE PROTECTION
CITY OF IMPERIAL BEACH

SEWAGE DISPOSAL
CITY OF IMPERIAL BEACH

WATER SUPPLY
CALIFORNIA AMERICAN WATER COMPANY

SCHOOL DISTRICT
SWEETWATER UNION HIGH SCHOOL DISTRICT
AND SOUTH BAY UNION SCHOOL DISTRICT

POWER
SEMPRA ENERGY COMPANY

TELEPHONE
ATT AND COX COMMUNICATION

EXISTING & PROPOSED USE:
MIXED USE RESIDENTIAL AND COMMERCIAL

EXISTING & PROPOSED ZONING:
C-MU-2 SEACOAST COMMERCIAL ZONE

EARTHWORK QUANTITIES:
CUT 0 CU. YD.
FILL 23 CU. YD.
NO GEOTECHNICAL REPORT FROM OWNER.

AREA
4,765.6 SQ. FT. = 0.11 ACRES

SOURCE OF TOPOGRAPHY
FEBRUARY 1, 2014, ALGERT ENGINEERING, INC.

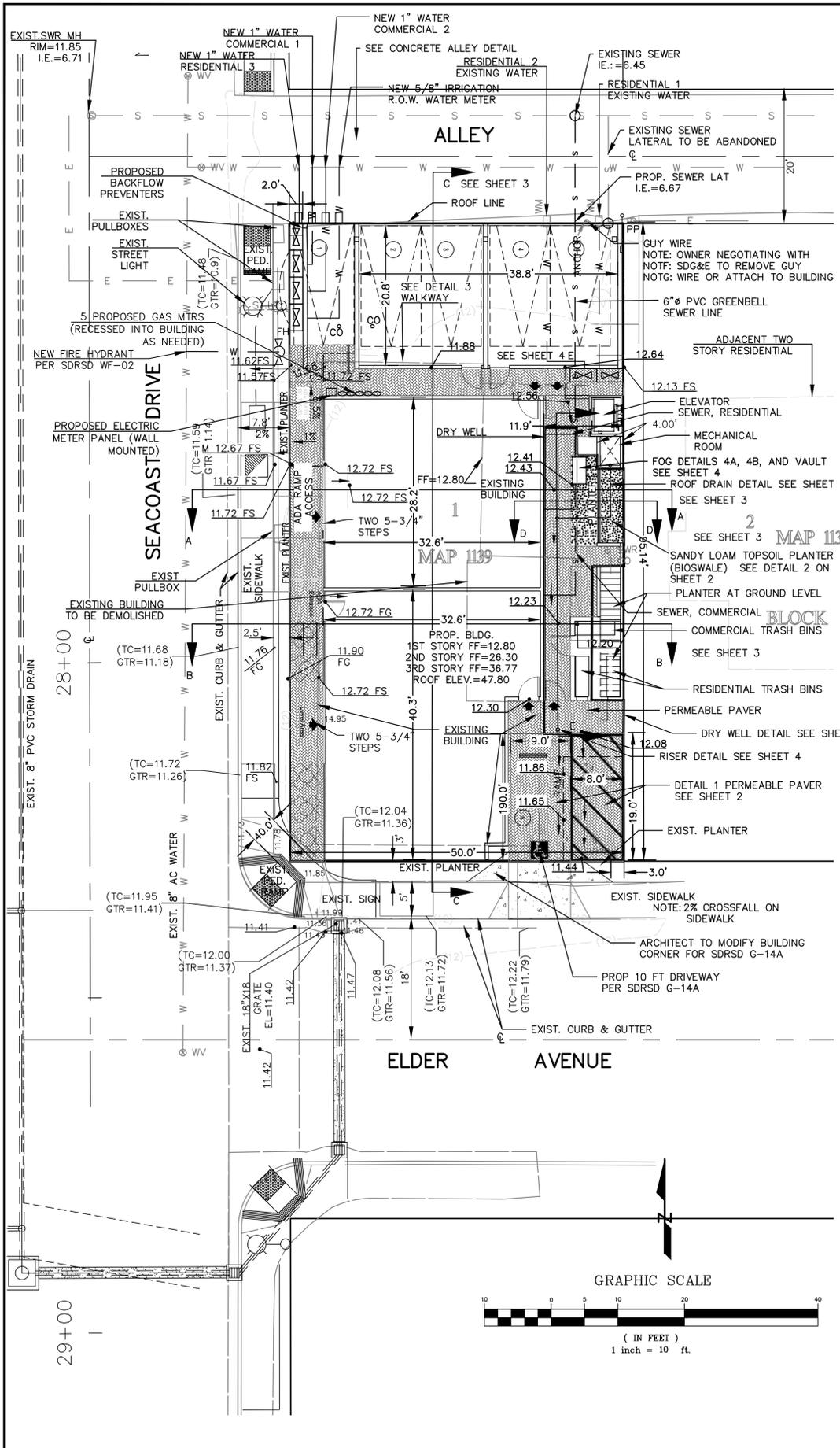
SITE ADDRESS:
951 SEACOAST DRIVE
IMPERIAL BEACH, CA 91932

PREPARED BY
ALGERT ENGINEERING, INC.
428 BROADWAY
CHULA VISTA, CA. 91910
TEL. (619) 420-7090
FAX. (619) 420-9139



JUN 7606
JAMES H. ALGERT, REGISTERED PROFESSIONAL ENGINEER
04/1/2015
DATE

DATE: March 18, 2014	JOB NO. MF 1149
DATE: April 22, 2015	SHEET 1 OF 4 SHEETS



GENERAL NOTES

- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO OTHER EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS; HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (PHONE: 1-800-227-2600) FIVE (5) WORKING DAYS IN ADVANCE OF ANY EXCAVATION FOR THE MARKOUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.
IMPORTANT NOTICE
SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE 1-800-227-2600 FIVE WORKING DAYS BEFORE YOU DIG.
- THE CONTRACTOR MUST RESEARCH AND DETERMINE THE LOCATION OF EXISTING UTILITIES ON THE SITE PRIOR TO EXCAVATING THE SITE.
- CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT.
- THE CONTRACTOR SHALL POSSESS A VALID CLASS "A" LICENSE AT THE TIME THIS CONTRACT IS AWARDED.
- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE WORK TO BE PERFORMED UNTIL A NOTICE TO PROCEED HAS BEEN ISSUED.
- THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DIRECTOR AT (619) 423-8311 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY TYPE OF CONSTRUCTION.
- ALL OPERATIONS CONDUCTED ON THE PREMISES, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTH MOVING EQUIPMENT, CONSTRUCTION EQUIPMENT AND ANY OTHER ASSOCIATED EQUIPMENT SHALL BE LIMITED TO THE PERIOD BETWEEN 7:00 AM AND 5:00 PM EACH DAY, MONDAY THROUGH FRIDAY, AND NO EARTH WORKING OR GRADING OPERATIONS SHALL BE CONDUCTED ON THE PREMISES ON SATURDAYS, SUNDAYS OR HOLIDAYS.
- NEITHER THE OWNER, THE DESIGNER NOR THE ENGINEER WILL ENFORCE SAFETY MEASURE REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS. CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY OF JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT HIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT, WITH EXCEPTION FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, ARCHITECT OR THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PUBLIC STREET, SIDEWALK, ALLEY, FUNCTION OF ANY SEWAGE DISPOSAL SYSTEM, OR ANY OTHER PUBLIC OR PRIVATE IMPROVEMENTS FROM SETTLING, CRACKING, EROSION, SILTING, SCOUR OR OTHER DAMAGE WHICH MIGHT RESULT FROM THE WORK DESCRIBED ON THIS PLAN. THE CITY WILL HOLD THE PERMITTEE RESPONSIBLE FOR ALL DAMAGES AND THE PERMITTEE SHALL REPAIR, OR REMOVE AND REPLACE AT NO COST TO THE CITY.
- CONTRACTOR SHALL SUBMIT ON ALL PRODUCTS CALLED OUT FOR APPROVAL PRIOR TO PURCHASE OR INSTALLATION.

TRAFFIC NOTES

THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL TO THE CITY OF IMPERIAL BEACH PUBLIC WORKS DIRECTOR (PHONE 619-423-8311), 495 10TH STREET, IMPERIAL BEACH, CALIFORNIA 91932, PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.

NOTE TO CONTRACTOR

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING ITEMS TO BE REMOVED AND LEGALLY RECYCLE OR DISPOSE OF SAME OFFSITE.

STANDARD DRAWINGS

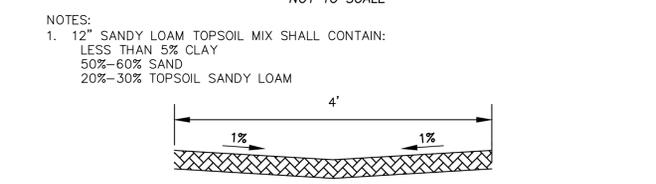
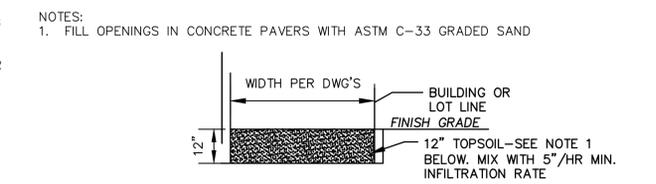
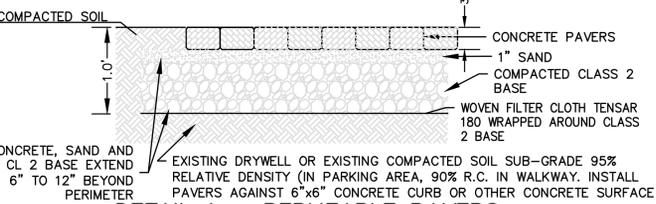
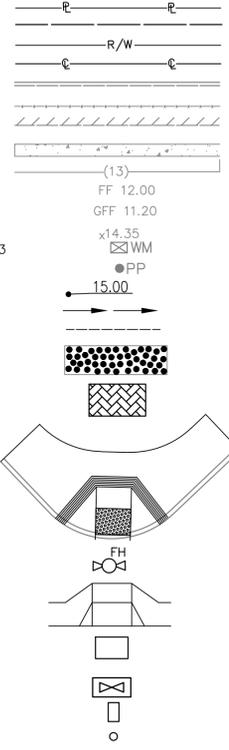
1. SAN DIEGO REGIONAL STANDARD DRAWINGS, 2014 ED.

LEGEND

- PROPERTY LINE
- LOT LINES
- EXISTING RIGHT-OF-WAY
- CENTERLINE LINES
- EXISTING CURB & GUTTER
- EXISTING FENCE
- EXISTING BUILDING
- EXISTING CONTOUR
- EXISTING FINISHED FLOOR
- EXISTING GARAGE FINISHED FLOOR
- EXISTING SPOT ELEVATION
- EXISTING WATER METER SDRSD WS-02, SDRSD WS-03
- EXISTING POWER POLE
- PROPOSED SPOT ELEVATION
- DIRECTION OF FLOW
- RIDGE LINE/GRADE BREAK
- PLANTERS
- PERVIOUS PAVERS (ORCO CASCADA OR APPROVED EQUAL)
- EXISTING CONC. CURB RAMP G-27A
- PROPOSED FIRE HYDRANT SDRSDWF-02
- PROPOSED DRIVEWAY SDRSD G-14A
- F.O.G.- COMMERCIAL FATS, OILS, AND GREASE TRAP (PER JENSEN 320 GAL. GREASE INTERCEPTOR, OR EQUAL)
- PROPOSED BACKFLOW PREVENTER SDRSD W100 WR-01
- PROPOSED WATER METER, 1" RISER

REF. DWG.

SYMBOL



PREPARED BY:

ALGERT ENGINEERING, INC.
428 BROADWAY
CHULA VISTA, CA. 91910
TEL. (619) 420-7090
FAX. (619) 420-9139
EMAIL: algert@algertengineering.com

LEGAL DESCRIPTION:

LOT 1 IN BLOCK 20 OF IMPERIAL BEACH, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MAP NO. 1139, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JUNE 16, 1908.

ADDRESS:
951 SEACOAST DRIVE
IMPERIAL BEACH, CA 91932

BENCHMARK:
IMPERIAL BEACH BENCHMARK NO. 35
LOCATION: 5' E OF SE PCR ON DATE AVENUE AT 3RD STREET & DATE AVENUE
ELEVATION: 20.129

CLIENT:
RICHARD KEGEL/R.S. INVESTMENT
951 SEACOAST DRIVE
IMPERIAL BEACH, CA 91932
PHONE: (619) 408-9090

EARTHWORK QUANTITIES:
CUT 0 CU. YD.
FILL 23 CU. YD.
NO GEOTECHNICAL REPORT FROM OWNER.

BMP/STORMWATER/DRAINAGE NOTE:

- ALL IMPVIOUS SURFACES SHALL DRAIN INTO LANDSCAPED AREAS BEFORE EXITING THE SITE.
- ALL ROOF DRAINS SHALL OUTFALL INTO THE LANDSCAPED AREAS ON THE EAST SIDE OF THE BUILDING.
- DRIVEWAYS AND WALKS SHALL SLOPE TO DRAIN ONTO THE LANDSCAPED AREAS.
- THE AREA OF DISTURBANCE = 4,750 S.F.
- ALL CONSTRUCTION BMPS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
- ALL BMPS PER CITY REQUIREMENTS WILL BE INSTALLED AND MAINTAINED WITH THE GRADING AND CONSTRUCTION OF THIS PROJECT.
- DURING CONSTRUCTION THEN AFTERWARD, THE APPLICANT MUST IMPLEMENT AFFECTIVE EROSION CONTROL, SEDIMENT CONTROL AND WATER POLLUTION PREVENTION MEASURES IN ACCORD WITH THE NPDES TO PREVENT THE FLOW OF SILT AND CONTAMINANTS INTO THE STORM DRAIN SYSTEM.
- THE APPLICANT MUST RESEARCH AND DETERMINE THE LOCATION OF EXISTING UTILITIES ON THE SITE PRIOR TO EXCAVATING THE SITE.

WORK TO BE DONE
THESE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS.

STANDARD SPECIFICATIONS

- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2012 EDITION), INCLUDING THE REGIONAL SAN DIEGO SUPPLEMENT 2012 EDITION CUMULATIVE SUPPLEMENT.
- CALIFORNIA DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF LOCAL STREETS AND ROADS", 2010 EDITION.

AREA

LANDSCAPE	SITE	ROW
ROOF GARDEN	794 SQ. FT.	259 SQ. FT.
PERMEABLE PAVERS	532 SQ. FT.	182 SQ. FT.
PLANTERS	240 SQ. FT.	
SITE TOTAL	1,566 SQ. FT.	

33% OF SITE LANDSCAPED

NOTES:

THIS TOPOGRAPHIC SURVEY IS BASED UPON A FIELD SURVEY AND REPRESENTS THE TOPOGRAPHIC FEATURES OF THIS SITE. IT IS THE RESPONSIBILITY OF THE OWNER OR THEIR REPRESENTATIVE TO FIELD VERIFY THE CURRENT SITE CONDITIONS AND TO NOTIFY THE SURVEYOR OF ANY DISCREPANCIES INDICATED ON THIS TOPOGRAPHIC SURVEY.

DATE OF FIELD SURVEY:

FEBRUARY 1, 2014

STATEMENT:

I, JAMES H. ALGERT DO HEREBY STATE THAT THIS TOPOGRAPHIC SURVEY WAS PREPARED UNDER MY DIRECTION AND IS A CORRECT REPRESENTATION THEREOF.

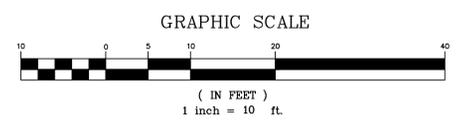
James H. Algert
JAMES H. ALGERT, REG. 19073
04/1/2015
DATE

DRAINAGE AND GRADING PLAN

**951 SEACOAST DRIVE
IMPERIAL BEACH, CA 91932**

DATE: March 18, 2014 **JOB NO. MF 1149**

REVISION: April 22, 2015 **SHEET 2 OF 4 SHEETS**



DRAFT

MINUTES

**Attachment 4 - Draft
DRB Minutes June
30, 2015**

**CITY OF IMPERIAL BEACH
DESIGN REVIEW BOARD COMMITTEE**

**SPECIAL MEETING OF THE DESIGN REVIEW BOARD OF
THE CITY OF IMPERIAL BEACH**

**City Council Chambers
825 Imperial Beach Blvd.
Imperial Beach, CA 91932**

TUESDAY, JUNE 30, 2015

2:00 P.M.

In accordance with City policy, all Design Review Board meetings are recorded in their entirety and recordings are available for review. These minutes are a brief summary of action taken.

1.0 CALL TO ORDER

CHAIRPERSON NAKAWATASE called the Special meeting to order at 2:05 P.M.

ROLL CALL

BOARDMEMEBERS PRESENT: Bowman, Lopez, Nakawatase

BOARDMEMBERS ABSENT: Schaaf

STAFF PRESENT: Senior Planner Foltz, Recording Secretary Richards

2.0 PUBLIC COMMENTS

BOB MILLER, Co-Chair of the Seacoasters, spoke in support of the Lighthouse Point project.

PATRICIA DEHARD spoke in support of the Lighthouse Point project.

ANGI MARCUS spoke in support of the Lighthouse Point project.

JUDYTH SMITH spoke in support of the Lighthouse Point project.

RICHARD EMILSON spoke in opposition the Lighthouse Point project. He was concerned many residents would lose their views and the new project would create a greater lack of parking.

TERRI JOHNSON spoke in opposition the Lighthouse Point project..

DAREN JOHNSON spoke in opposition the Lighthouse Point project.

RICHARD PILGRIM spoke in support of the Lighthouse Point project, stating that it will be an economic engine for the city.

SORAYA PIZZEY spoke in support of the Lighthouse Point project.

SUSAN KEGEL spoke in support of the Lighthouse Point project.

3.0 CONSENT CALENDAR

3.1 APPROVAL OF THE MINUTES FOR THE JUNE 1, 2015 DRB MEETING.

CHAIR NAKAWATASE RECOMMENDED THAT THE JUNE 1, 2015, MINUTES BE BROUGHT BACK FOR CONSIDERATION AT A FUTURE DRB MEETING.

4.0 BUSINESS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT

4.1 REPORT: KEGEL (APPLICANT); CONSIDERATION OF DESIGN REVIEW CASE (DRC 140025) FOR THE DEMOLITION OF ONE EXISTING RESIDENTIAL UNIT AND CONSTRUCTION OF A NEW MIXED-USE DEVELOPMENT WITH THREE RESIDENTIAL CONDOMINIUM UNITS ABOVE COMMERCIAL UNIT(S) AT 951 SEACOAST DRIVE (APN 625-352-23-00). MF 1149.

SENIOR PLANNER FOLTZ gave a PowerPoint presentation on the Lighthouse Point project. He noted that the project is being reconsidered because some occupants in the area were not notified for the City Council public hearing for the Lighthouse Point project.

BOARD MEMBER BOWMAN inquired about emergency vehicle access.

SENIOR PLANNER FOLTZ stated that staff met with both the Fire Department and the Sherriff's Department. It was determined that the project height and width will not present an obstruction or prevent emergency vehicle access.

Chairperson Nakawatase opened up comments for the public at 2:41 P.M.

MOTION BY NAKWATASE, SECOND BY BOWMAN, TO APPROVE THE DESIGN AS PRESENTED.

MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: LOPEZ, BOWMAN, NAKAWATASE

NOES: NONE

ABSENT: SCHAAF

ABSTAIN: NONE

**Attachment 5 - Public Comment/
Correspondence**

Tyler Foltz

From: Jack Van Zandt < >
Sent: Friday, May 08, 2015 2:41 PM
To: Tyler Foltz
Cc: Serge Dedina; Brian Bilbray; Edward Spriggs; Lorie Bragg; Robert Patton;
tfontana ; navzandt
Subject: In Favor of Permits for MF 1149 Kegel

Tyler- Unable to make the Public Hearing on 20 May. I am writing in favor of the subject permitting regarding the proposed development at 951 Seacoast Dr.

I reside a half block away, at Elder Ave. This project carries my full recommendation for approval.

Kind regards, Jack

Jack and Nadja Van Zandt

Tyler Foltz

From: Brian McCray
Sent: Monday, May 25, 2015 11:42 AM
To: Tyler Foltz
Subject: MF 1149 KEGEL

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Foltz,

My name is Brian McCray and I am writing in support of the project at 951 Seacoast Dr. I believe this project will be good for our community and enhance the property values in the surrounding area. I think it will compliment what has already been done on Seacoast as well as encourage others to speed up the gentrification process.

As a native San Diegan, I have seen many changes in Imperial Beach. When I was growing up in Point Loma, my parents would not allow me to come down to IB because it was a dangerous neighborhood. And just in the last 10 years I have seen some amazing changes for the good. I commonly bring my family out and enjoy the IB community. It is now a safe and clean(for the most part), and I am proud to be a business owner here.

I hope that the Kegel's can proceed with this project and we need more people like them to continue to beautify IB.

Thank You,

Brian McCray

Tyler Foltz

From: Tyler Foltz
Sent: Thursday, June 04, 2015 6:16 PM
To: 'Richard Emilson'
Subject: RE: No notice on MF 1149

Importance: High

Hello Richard,

Based on your below correspondence we looked into the public hearing notice package that was mailed for the project at 951 Seacoast Drive and discovered that some suite numbers of multi-unit buildings were omitted by the title professional who prepared the mailing labels. It was not the intent of the applicant or City to omit any member of the public from the public hearing process and we sincerely apologize for any inconvenience, concern or confusion this unfortunate oversight has created. Therefore, a new public hearing will take place for the project and I will ensure that you are notified of the date of the public hearing via mail and e-mail. Please let me know if you have any questions. Thank you.

Tyler Foltz, Senior Planner
Community Development Department
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone: (619) 628-2381 | Fax: (619) 424-4093 tfoltz@imperialbeachca.gov | www.ImperialBeachCA.gov

-----Original Message-----

From: Richard Emilson [<mailto:>]]
Sent: Thursday, June 04, 2015 2:12 PM
To: Tyler Foltz
Subject: RE: No notice on MF 1149

Mr. Foltz,

It has come to my attention that at last night's city council meeting, MF 1149 (project at 951 Seacoast) was approved by the council. As a resident in this neighborhood, I'm wondering why no one was noticed on this proposal and schedule for hearing at the city council. I've asked several neighbors now, and no one has ever received any notice on this item.

There are owners who intended to oppose the loss of value imposed by this project. Aren't you required by law to notice owners/residents of these matters, so they can show up at the appropriate venue to voice their opinions? Or is it now the practice of this city government to simply impose its will on citizens by fiat?

Sincerely,

Richard Emilson

Tyler Foltz

From: Leslie McCollum < >
Sent: Thursday, June 04, 2015 7:09 PM
To: Tyler Foltz
Subject: Re: Mf1149

Thank you. Keep in mind that these are not just suites. These are people's homes, unit through .

Sent from my iPhone

> On Jun 4, 2015, at 6:14 PM, Tyler Foltz <tfoltz@imperialbeachca.gov> wrote:

>

> Hello Leslie,

>

> Based on your below correspondence we looked into the public hearing notice package that was mailed for the project at 951 Seacoast Drive and discovered that some suite numbers of multi-unit buildings were omitted by the title professional who prepared the mailing labels. It was not the intent of the applicant or City to omit any member of the public from the public hearing process and we sincerely apologize for any inconvenience, concern or confusion this unfortunate oversight has created. Therefore, a new public hearing will take place for the project and I will ensure that you are notified of the date of the public hearing via mail and e-mail. Please let me know if you have any questions. Thank you.

>

> Tyler Foltz, Senior Planner

> Community Development Department

> City of Imperial Beach

> 825 Imperial Beach Blvd.

> Imperial Beach, CA 91932

> Phone: (619) 628-2381 | Fax: (619) 424-4093

> tfoltz@imperialbeachca.gov | www.ImperialBeachCA.gov

>

>

> -----Original Message-----

> From: Leslie McCollum [<mailto:>]]

> Sent: Thursday, June 04, 2015 2:22 PM

> To: Tyler Foltz

> Subject: Mf1149

>

> Tyler: I am extremely upset as a resident at seacoast, who lives directly next to this proposed nightmare project. I learned quite by accident that this project has been approved yet no one received any notice. Numerous owners and residents up and down the alley and in the nearby area, will lose their property values, their views, not to mention their parking places. Do the people who actually live in this town matter at all?

> Why is so Imperial Beach so anxious to become another Pacific beach Residents already have to park two blocks away from the beach.

> There is much opposition to this project to get our voices did not get

> to be heard. What kind of town are they running here Leslie McCollum

>

Sent from my iPhone

Tyler Foltz

From: Leslie McCollum < >
Sent: Friday, June 05, 2015 1:28 PM
To: Tyler Foltz; Serge Dedina
Cc: Rick Emilson; Jen Gerner; Michele And Lynn Patterson; Linde Matthews
Subject: Emailing MF1149 I.B. 6-5-15.pdf. Project MF 1149
Attachments: MF1149 I.B. 6-5-15.pdf; ATTO0001.txt

Please a knowledge your receipt of the attached letter in opposition to the project. Thank you. Leslie McCollum.

To: Mayor Serge Dedina

June 5, 2015

Tyler Foltz, Sr. City Planner, City of I. B.

Sent via Electronic mail: serge.dedina@imperialbeachca.gov

tfoltz@imperiachbeachca.gov

Formal opposition to Proposed Project at 951 Seacoast, MF1149

Please put this letter in the City's file.

Serge & Tyler:

I have serious concerns about the flawed notice process that has occurred. The process should re-commence at the Design committee level, not the final vote. I understand that the design committee meeting was held in March, but of course, who knew? Not us.

I appreciate that we will be noticed for another hearing but noticing us now is like closing the barn door after the horse is out. Everyone's mind is made up and we have been stuck as voiceless residents to a process we should have participated in right from the beginning. We knew about this proposed project over a year ago and we waited to organize our opposition, only to be ignored.

We received 3 notices about the Evergreen/Seacoast project but absolutely nothing about this one. As for this project, I found out by accident about the approval of the project from a friend who happened to be attending the Council meeting about another issue.

A woman, purportedly one of the owners of 951 Seacoast, marched into our complex yesterday wanting to know who didn't receive notice, and confronted one of my neighbors. I'm told she mentioned spending thousands of dollars on a company to give notice. That begs the question: Why didn't the city do its job or conduct some oversight of the private company to make sure the notice requirements were met? So now the City doesn't even do their own notices? Privatization lends itself to mistakes and corruption. The Applicant was left to mind the store -- "fox guarding henhouse" comes to mind. Whether the lack of notice was deliberate or not is not the point. This defective process right from the start, perpetuates the perception of Imperial Beach as a corrupt city and smacks of impropriety.

I'm informed that the owner of the property "reached out" to the members of City Council (checkbook in hand?) but didn't feel that it was necessary to talk to the dozens of neighbors who will be adversely affected and extremely upset if his project, as proposed now, is built. We were afforded no advance opportunity to speak to council members or invite them to visit the site and hear our concerns.

My concerns about the project:

1. **Safety hazard.** No setback from alley. This is already a dangerous and unsafe alley. It is constantly busy with cars, pedestrians, etc., in and out. When some child on a bike or skateboard or a pedestrian is injured or worse, do not say the city was not warned. It is a blind, dangerous and extremely busy alley that will now be even more narrow, with no visibility. It is only a matter of time before someone will be hurt. The setback issue should be addressed. The City is negligent if they don't re-visit the safety issue.

Formal Opposition to MF1149
Page 2, June 5, 2015.

2. Loss of property values and views for dozens of people. How is it fair for one affluent man to get to fulfill his lighthouse fantasy project and everyone else suffers loss of property values and views. People who improved their property for the view are simply out of luck. Tough luck.

Did anyone from the city even come out and look at the homes and condos up and down the alley that runs between Evergreen and Elder, the owners of which invested heavily for their view? Rooftop deck improvements, etc. Did anyone even envision the horrible impacts of this project with yet another massive project occurring only one block away?

Now residents and owners will view the back of an unsightly, overly ambitious project that for some reason has been permitted to exceed heights limits. Yes, money talks. Long time residents and nearby homeowners don't matter I guess.

1 single family home is being replaced by the project (hereafter, the nightmare). Calling it over ambitious is an understatement. I understand that the Applicant seeks to remove the lightpost on Seacoast for aesthetic reason. All I can say to that audacity

A 2 story project, of sufficient size with actual parking, could have been a win win and could still occur if the city rethinks this and puts some thought into the future impacts once the damage is done.

3. Parking is not provided except for a few residents. There is already no parking for people who live here. It has been a problem for years and gets worse as each new development is forced upon us. My husband parks 2 blocks away from our home. It is a huge problem already and will be compounded by the Evergreen/Seacoast project and now this!

The nightmare project provides for no parking for the business employees or Customers! Ridiculous and shortsighted. How on earth does this make any sense? This is such bad planning as to be embarrassing.

I B is fast becoming PB. Only the high rises on seacoast will see hear and enjoy the beach. It is hard to watch and rather disgusting. Small town feels is disappearing fast. Gridlock, circling around looking for spaces to park. It is already noisier than ever. What isn't being destroyed here in town by shortsightedness will be destroyed by the Navy, which continues to encroach upon us. It is so disheartening to see the total lack of planning for common sense things like parking and the overall good of the community. This project is a nightmare and will only benefit the few people who eventually live there. Quality of life issues are real.

Tyler, if this will not be circulated to council members, please advise and I will submit it to them. Thanks for your consideration.

Leslie McCollum

Tyler Foltz

From: Leslie McCollum < >
Sent: Sunday, June 07, 2015 1:09 PM
To: Edward Spriggs; Lorie Bragg; Robert Patton; Brian Bilbray
Cc: Serge Dedina; Tyler Foltz
Subject: Opposition to Project MF1159 at 951 Seacoast Dr.
Attachments: MF1149 I.B. 6-5-15.pdf

Dear Honorable Councilmembers and Mayor Pro Tem. I am attaching a letter I submitted to Mayor Dedina and City Planner Tyler Foltz on June 5, 2015. I ask that it be part of the record in this matter, along with this email.

I would like to point out that many of us in the community who will be most adversely impacted by this shortsighted monstrous project, did not have an opportunity to present our views and concerns because the Applicant privately hired a company to handle the public notices and we were conveniently not notified of any of the proceedings that have occurred! This is improper. I learned of the council approval quite by accident. This project is tainted and was approved based on defective notice that was obviously permitted to occur without the city's oversight. You can now fix this non-compliance, consider this project again, and listen with open minds to the valid complaints and concerns that everyone who lives anywhere near this proposed project has.

Giving us notice now of only the final hearing being re-noticed, is like allowing the opposing football team to play in the game, but not until the 4th quarter. The Applicant should be forced to comply with the notice provisions and go back to square one in the notice process and get it right this time, and start with re-noticing hearings at the **design committee level**.

Safety: Has anyone at the city even asked the fire department if they can access the alley if the project is built out to the very edge of the property line, with no setback from the alley????? How about trash collectors? Street sweepers?

Does the city realize how busy and dangerous this blind alley already is? This is not just any alley on any street. It is without a doubt the busiest alley in town across the street from the busiest, most crowded place in town - Pier Plaza. The flow of pedestrians, skateboarders, bicycles, and constant vehicles in and out, is the norm here, day in day out. People often leave cars in the alley, while they pop into the store. This project will close up the alley like a vise and make it even more blind and dangerous than it is. It is already only a matter of time before someone is injured or worse and if the new project goes in as planned well, let's just say you've been warned. The safety issue is real.

I urge the council to re-visit the safety issue (if it was ever even looked at in the first place), the loss of property values and views to dozens of residents, and the fact that no parking provision is included in the project for the proposed business employees and or their customers (pure nonsense, embarassingly bad planning!), gridlock at the beach and no parking (this has already occurred) - all so that one owner can overbuild on a site that was once home to a single family dwelling. It boggles the mind. Also, it should be kept in mind that you have already approved another massive project a half a block away from this one - at Evergreen & Seacoast. Growth for the sake of growth is the ideology of the cancer cell - not rational people! Let's put on the brakes and give it some thoughtful consideration and look at the long term impacts for all of us, not the immediate benefit to a single property owner.

I urge all of you to please come down here to the site and see it as it is now. Look at how many homes have been purchased or improved for the sole purpose of enhancing property values for the view!

Should the applicant get to build on his property? Of course! Yes. He owns it.

Should the applicant get to build an unsafe, poorly planned, unsuitable, overambitious project, from which only he benefits, and which harms the rest of the community and their property values and quality of life? No

A 2 story building with safe setbacks from the alley would be the suitable and sane thing to do. A win for the owner and for the entire community as well - preserving safety, views and property values for everyone. Please come down here and see for yourself. I would love the opportunity to talk to any or all of you. Thanks for your consideration.
Leslie McCollum,

cc: Henderson, Caverly, Pum & Charney, LLP

To: Mayor Serge Dedina

June 5, 2015

Tyler Foltz, Sr. City Planner, City of I. B.

Sent via Electronic mail: serge.dedina@imperialbeachca.gov

tfoltz@imperialbeachca.gov

Formal opposition to Proposed Project at 951 Seacoast, MF1149

Please put this letter in the City's file.

Serge & Tyler:

I have serious concerns about the flawed notice process that has occurred. The process should re-commence at the Design committee level, not the final vote. I understand that the design committee meeting was held in March, but of course, who knew? Not us.

I appreciate that we will be noticed for another hearing but noticing us now is like closing the barn door after the horse is out. Everyone's mind is made up and we have been stuck as voiceless residents to a process we should have participated in right from the beginning. We knew about this proposed project over a year ago and we waited to organize our opposition, only to be ignored.

We received 3 notices about the Evergreen/Seacoast project but absolutely nothing about this one. As for this project, I found out by accident about the approval of the project from a friend who happened to be attending the Council meeting about another issue.

A woman, purportedly one of the owners of 951 Seacoast, marched into our complex yesterday wanting to know who didn't receive notice, and confronted one of my neighbors. I'm told she mentioned spending thousands of dollars on a company to give notice. That begs the question: Why didn't the city do its job or conduct some oversight of the private company to make sure the notice requirements were met? So now the City doesn't even do their own notices? Privatization lends itself to mistakes and corruption. The Applicant was left to mind the store -- "fox guarding henhouse" comes to mind. Whether the lack of notice was deliberate or not is not the point. This defective process right from the start, perpetuates the perception of Imperial Beach as a corrupt city and smacks of impropriety.

I'm informed that the owner of the property "reached out" to the members of City Council (checkbook in hand?) but didn't feel that it was necessary to talk to the dozens of neighbors who will be adversely affected and extremely upset if his project, as proposed now, is built. We were afforded no advance opportunity to speak to council members or invite them to visit the site and hear our concerns.

My concerns about the project:

1. **Safety hazard.** No setback from alley. This is already a dangerous and unsafe alley. It is constantly busy with cars, pedestrians, etc., in and out. When some child on a bike or skateboard or a pedestrian is injured or worse, do not say the city was not warned. It is a blind, dangerous and extremely busy alley that will now be even more narrow, with no visibility. It is only a matter of time before someone will be hurt. The setback issue should be addressed. The City is negligent if they don't re-visit the safety issue.

Formal Opposition to MF1149
Page 2, June 5, 2015.

2. Loss of property values and views for dozens of people. How is it fair for one affluent man to get to fulfill his lighthouse fantasy project and everyone else suffers loss of property values and views. People who improved their property for the view are simply out of luck. Tough luck.

Did anyone from the city even come out and look at the homes and condos up and down the alley that runs between Evergreen and Elder, the owners of which invested heavily for their view? Rooftop deck improvements, etc. Did anyone even envision the horrible impacts of this project with yet another massive project occurring only one block away?

Now residents and owners will view the back of an unsightly, overly ambitious project that for some reason has been permitted to exceed heights limits. Yes, money talks. Long time residents and nearby homeowners don't matter I guess.

1 single family home is being replaced by the project (hereafter, the nightmare). Calling it over ambitious is an understatement. I understand that the Applicant seeks to remove the lightpost on Seacoast for aesthetic reason. All I can say to that audacity

A 2 story project, of sufficient size with actual parking, could have been a win win and could still occur if the city rethinks this and puts some thought into the future impacts once the damage is done.

3. Parking is not provided except for a few residents. There is already no parking for people who live here. It has been a problem for years and gets worse as each new development is forced upon us. My husband parks 2 blocks away from our home. It is a huge problem already and will be compounded by the Evergreen/Seacoast project and now this!

The nightmare project provides for no parking for the business employees or Customers! Ridiculous and shortsighted. How on earth does this make any sense? This is such bad planning as to be embarrassing.

I B is fast becoming PB. Only the high rises on seacoast will see hear and enjoy the beach. It is hard to watch and rather disgusting. Small town feels is disappearing fast. Gridlock, circling around looking for spaces to park. It is already noisier than ever. What isn't being destroyed here in town by shortsightedness will be destroyed by the Navy, which continues to encroach upon us. It is so disheartening to see the total lack of planning for common sense things like parking and the overall good of the community. This project is a nightmare and will only benefit the few people who eventually live there. Quality of life Issues are real.

Tyler, if this will not be circulated to council members, please advise and I will submit it to them. Thanks for your consideration.

Leslie McCollum

Tyler Foltz

From: Jacque Hald
Sent: Wednesday, June 17, 2015 9:13 AM
To: Tyler Foltz
Subject: FW: Opposition to Development at 951 Seacoast

Here is one of two messages.

Jacqueline M. Hald, MMC, City Clerk
Office of the City Clerk
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

(619) 423-8616 direct | (619) 628-1395 fax
jhald@imperialbeachca.gov | www.imperialBeachCA.gov

From: Serge Dedina
Sent: Tuesday, June 16, 2015 6:20 PM
To: Andy Hall; Jacque Hald
Subject: Fwd: Opposition to Development at 951 Seacoast

Serge Dedina
Mayor of Imperial Beach
619.623.5975
sdedina@imperialbeachca.gov
[@serge4ibmayor](https://www.facebook.com/serge4IBMayor)
www.facebook.com/serge4IBMayor
www.sergeforibmayor.com

Begin forwarded message:

From: Michele Patterson < >
Date: June 16, 2015 at 12:52:42 PM PDT
To: "serge.dedina@imperialbeachca.gov" <serge.dedina@imperialbeachca.gov>, "brian.bilbray@imperialbeachca.gov" <brian.bilbray@imperialbeachca.gov>, "edward.spriggs@imperialbeachca.gov" <edward.spriggs@imperialbeachca.gov>, "lorie.bragg@imperialbeachca.gov" <lorie.bragg@imperialbeachca.gov>, "robert.patton@imperialbeachca.gov" <robert.patton@imperialbeachca.gov>
Subject: Opposition to Development at 951 Seacoast

Dear Honorable Mayor, Mayor Pro-Tem, and City Council Members,

My name is Michele Patterson and I reside at . I am writing to express my disappointment over your approval of the development of a 3-story structure at 951 Seacoast and my concern over several issues pertaining to it.

My husband Lynn and I purchased our condo in 2011 after a 2-year quest to find a nice little place to spend our retirement years. We had begun our search in the Belmont Shore section of Long Beach, where we have owned residential property for nearly 40 years. However, today's Belmont Shore bears little resemblance to the Belmont Shore we knew from the 1950s when Lynn grew up there. Gone is the quiet beachfront community. The mom and pop stores that once lined 2nd Street have been replaced by national-brand stores, cell phone shops, bars, restaurants, and more bars. Perhaps this is good for the tax base, but it is not the sort of place we would choose to live.

And so we worked our way down the coast until we found Imperial Beach. We were immediately impressed by its slogan matching its reality: *Classic Southern California*. We were wowed! We worked with a real estate agent and finally found the perfect place for us.

Although our address is on Elder Avenue, our unit overlooks the alley. In fact, of the four entrances to Elder, three are on the alley and all of the residents drive through the alley to our parking garage and assigned spaces. Lynn and I have a pleasant view of the pier from our balcony, and the view of the pier and beach from the communal sundeck is awesome.

Enter the development of 951 Seacoast. When we first saw the proposed design at Spirit Realty in April 2014 we were saddened to think we would lose much of our view. But the design as approved by the City Council is so much worse than what we had expected! The bulge from the 3-story "Lighthouse" seems to encroach on the alley and will not only kill our view but also present a hazard for emergency equipment and other wide and tall vehicles turning into the alley from Seacoast. The lack of set-back will also block the view of oncoming vehicles on Seacoast so that drivers turning into or out from the alley will have to move onto the sidewalk to see oncoming traffic. Pity the poor pedestrians who won't be able to see the vehicles approaching down the alley until they are on top of them.

I am also concerned with the lack of parking for visitors to the condos and to the street-level businesses. Besides the nine parking spaces in our enclosed garage, my building has six assigned spaces in the alley. Is it beyond reason to expect that people wishing to give custom to the businesses and finding no street parking will turn up our alley and take the first vacant parking place they encounter? People who just want to "dash in for a moment" will be drawn to our spaces when they are unoccupied and the residents will be faced with calling for tow vehicles to enforce the private parking sanctions. This can only cause disharmony in our neighborhood.

I had to laugh when I read the part of the proposal presented to the City Council in which one of the purported benefits of this project is to ease the housing shortage in our city. I can only imagine that the real estate broker's

phones are ringing off the hook with people wanting to spend \$1.75million for a luxury condo in an otherwise middle class neighborhood. But if I am wrong and this is just the beginning of a new trend in the development of Seacoast, you'll have to come up with a slogan to replace the old one. *Classic Southern California*, indeed.

I have heard that because of deficiencies in notifying all residents within 300 feet of the property the City must schedule another public meeting. I hope that the City Council will take this opportunity to reconsider their approval for this project.

Thank you for your consideration of this matter.

Sincerely,
Michele Patterson

Tyler Foltz

From: gbrowr
Sent: Friday, June 19, 2015 1:42 PM
To: Tyler Foltz
Cc: Jacque Hald
Subject: Lighthouse Point

Mr. Foltz,

I was very impressed with the presentation given on June 18th to the Seacoasters Group about the many on-going development projects in Imperial Beach.

It's exciting to see all the potential improvements. My hats off to you and City Council for making so many good things happen.

Lighthouse Point was one of the projects mentioned, and it was pointed out that there is an up-coming public hearing before Council to discuss the project.

I'm not sure if I can attend the hearing. Therefore this email expresses my support for the project. It appears to be an excellent addition to Seacoast Drive and is consistent with the City's hopes of getting mixed-use development on Seacoast Drive.

I hope City Council will approve the project as soon as possible so the developer can move ahead.

Thank you for your dedicated work to encourage and create high quality development in IB.

Gary Brown

Tyler Foltz

From: Leslie McCollum < >
Sent: Friday, June 19, 2015 8:51 PM
To: Tyler Foltz
Subject: Re: Design Review Board Notice - 951 Seacoast Drive

Thank you. Will we get notice by mail also? Our neighbors in the building too? Who will generate the notices? The city or the applicant? We are already seriously disadvantaged here and are not happy about it.
Leslie

Sent from my iPad

On Jun 19, 2015, at 4:50 PM, Tyler Foltz <tfoltz@imperialbeachca.gov> wrote:

Hello Leslie,

Due to your interest in the proposed project at 951 Seacoast Drive, I am attaching a copy of the notice for the Design Review Board meeting that will take place on June 30, 2015 at 2PM in the Council Chambers at City Hall. One of the projects scheduled for that meeting will be the proposed mixed-use project located at 951 Seacoast Drive. Please let me know if you have any questions. Thank you.

<image001.jpg>

Tyler Foltz, Senior Planner
Community Development Dept.
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone: (619) 628-2381 | Fax: (619) 424-4093
tfoltz@imperialbeachca.gov | www.ImperialBeachCA.gov
<image002.gif> <image003.gif>

<MF 1149 Kegel Notice 061915.pdf>

Tyler Foltz

From: Jacque Hald
Sent: Tuesday, June 23, 2015 10:51 AM
To: Tyler Foltz
Cc: Andy Hall; Steven Dush; Jennifer M. Lyon (,)
Subject: FW: MF1149. 951 Seacoast

Tyler,

Shirley N. forwarded this message to me.

Jacqueline M. Hald, MMC, City Clerk
Office of the City Clerk
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

(619) 423-8616 direct | (619) 628-1395 fax
jhald@imperialbeachca.gov | www.ImperialBeachCA.gov

From: Shirley Nakawatase [<mailto:shirley.nakawatase@imperialbeachca.gov>]
Sent: Tuesday, June 23, 2015 10:48 AM
To: Leslie McCollum
Cc: Jacque Hald
Subject: Re: MF1149. 951 Seacoast

Leslie,

Please send your letters via the city. I am genuinely looking for all input.

Shirley

Sent from my iPad

On Jun 23, 2015, at 9:35 AM, Leslie McCollum <leslie.mccollum@imperialbeachca.gov> wrote:

Shirley: I am sorry to write to you at your office but I wanted to know if you are still the head of the design committee. I would like to hand deliver some letters to the chair of the committee with appropriate copies for all members before this specially set meeting on June 30 occurs . We have been blindsided once again.

I cannot attend the meeting , nor can anyone else who works, and 10 days notice is certainly insufficient. We learned that this project started back in early 2014 but we did not receive notice of anything at all!

It is disgusting that the applicant was entrusted with the noticing.

Anyway thanks for your help.

Leslie. Text & phone:

Sent from my iPhone

Begin forwarded message:

From: Leslie McCollum <leslie.mccollum@imperialbeachca.gov>
Date: June 21, 2015 at 7:10:35 PM PDT

To: tfoltz@imperialbeachca.gov
Cc: Serge Dedina <serge.dedina@imperialbeachca.gov>
Subject: MF1149. 951 Seacoast

Hi Tyler. I received your email notification of a meeting in front of the design committee. Why was the design committee meeting specially set? They typically meet on the third Thursday at 4 PM and this is what we relied upon in planning ahead. 10 days email notice it's not very much notice and we have yet to receive any notices in the mail. Did our neighbors get properly noticed? Why should I even have to ask you these questions?

How can the public participate in meetings that they do not know about, especially at 2 PM on a weekday? Please provide me with information about the design committee and how I can get my opposition letters and papers to them. Or better yet, allow the meeting to take place at the time it should normally take place so that we actually have time to do our own planning and preparation . Haven't we been disadvantaged enough?

This entire project stinks and this entire process has been unfair to the members of the community who are the most impacted by it.

Shame on the city for entrusting the applicant with the noticing process in the first place. All of us in the community waited for over a year, knowing that notices would come. But they didn't.

Now that it is a fait accompli, a few people receive emails now and that is supposed to fix everything?

I would really like to know if anyone at the fire department has been contacted about the horrendous plan to have no setback from the end of the alley, the busiest alley in town. Besides being dangerous, & an accident waiting to happen, I don't think that emergency vehicles could get in here and I really don't want my home to burn to the ground so the applicant can have a bigger condo, with businesses on the ground floor that will be useless because there is no parking for employees or customers.

The design is so far from the city's mission to be "classic California" as to be laughable. Pier plaza, the pier itself, & the lifeguard tower will be over shadowed completely by this over ambitious ugly project.

We had hoped to have time to get an appraiser in place who has offered his time to address the city as to the loss of property values that this project will have on many members of this community, Members of this community that the applicant did not bother to reach out to. Thank you.

Leslie McCollum

I can be reached at

Sent from my iPhone

Tyler Foltz

From: Patricia DeHart ·
Sent: Tuesday, June 23, 2015 1:40 PM
To: Tyler Foltz
Subject: Property at 951 Seacoast

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Foltz

As long time residents of Imperial Beach and business owners, we are totally in favor of the condo/commercial property located on the corner of Elder and Seacoast. Not only is the lighthouse style very attractive but it will go in line with the other improvements happening around town, especially on Seacoast. It will be an asset to the area and will continue to contribute to the beauty of our small beach town. We live a few blocks from the beach and this project will only help to enhance our property value.

Thank you for your consideration,
Bruce and Patty DeHart

Sent from my iPad

Tyler Foltz

From: Cy&Anji ·
Sent: Tuesday, June 23, 2015 1:53 PM
To: Tyler Foltz
Subject: Fwd: Support for 951 Seacoast Project light house point

Follow Up Flag: Follow up
Flag Status: Flagged

Subject: Support for 951 Seacoast Project light house point

Hello

My name is Anji Marcus and I live

At

I am in support of the Lighthouse

Point due to the value it will bring to our community. As a Published local artist

I feel this project will not only add monetary value to all areas of Imperial Beach homes and businesses. When we as home owners and residents support project like this we are investing in the future of our communities creating a progressive and inviting place for our community's .

I am distressed at the current condition of the building now existing on the lot in question and will be very happy to see it changed for the better according to the designs we have seen in public sites.

I have seen the design plans of proposed project and anxious to see it come to completion.

Thank you

Anji Marcus

Sent from my iPhone

Tyler Foltz

From: Leslie McCollum < >
Sent: Tuesday, June 23, 2015 5:16 PM
To: Tyler Foltz
Subject: Re: MF1149. 951 Seacoast

Thanks Tyler

Sent from my iPhone

On Jun 23, 2015, at 2:46 PM, Tyler Foltz <tfoltz@imperialbeachca.gov> wrote:

Leslie,

The Design Review Board meets when members and projects are available, which does not always occur on the regular third Thursday of every month. All owners within 300 feet and all occupants within 100 feet were notified. If you cannot attend the meeting, you can provide an e-mail or written letter that will be attached to the staff report. As a reminder, it is anticipated that the City Council public hearing for the project will take place on July 15, 2015 at 6PM, at which time you can provide comment to the City Council. A separate notice will be sent for the public hearing.

Tyler Foltz, Senior Planner
Community Development Department
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone: (619) 628-2381 | Fax: (619) 424-4093
tfoltz@imperialbeachca.gov | www.ImperialBeachCA.gov

-----Original Message-----

From: Leslie McCollum [<mailto:>]
Sent: Sunday, June 21, 2015 7:11 PM
To: Tyler Foltz
Cc: Serge Dedina
Subject: MF1149. 951 Seacoast

Hi Tyler. I received your email notification of a meeting in front of the design committee. Why was the design committee meeting specially set? They typically meet on the third Thursday at 4 PM and this is what we relied upon in planning ahead. 10 days email notice it's not very much notice and we have yet to receive any notices in the mail. Did our neighbors get properly noticed? Why should I even have to ask you these questions?

How can the public participate in meetings that they do not know about, especially at 2 PM on a weekday? Please provide me with information about the design committee and how I can get my opposition letters and papers to them. Or better yet, allow the meeting to take place at the time it should normally take place so that we actually have time to do our own planning and preparation. Haven't we been disadvantaged enough?

This entire project stinks and this entire process has been unfair to the members of the community who are the most impacted by it.

Shame on the city for entrusting the applicant with the noticing process in the first place. All of us in the community waited for over a year, knowing that notices would come. But they didn't.

Now that it is a fait accompli, a few people receive emails now and that is supposed to fix everything? I would really like to know if anyone at the fire department has been contacted about the horrendous plan to have no setback from the end of the alley, the busiest alley in town. Besides being dangerous, & an accident waiting to happen, I don't think that emergency vehicles could get in here and I really don't want my home to burn to the ground so the applicant can have a bigger condo, with businesses on the ground floor that will be useless because there is no parking for employees or customers.

The design is so far from the city's mission to be "classic California" as to be laughable. Pier plaza, the pier itself, & the lifeguard tower will be over shadowed completely by this over ambitious ugly project. We had hoped to have time to get an appraiser in place who has offered his time to address the city as to the loss of property values that this project will have on many members of this community, Members of this community that the applicant did not bother to reach out to. Thank you.

Leslie McCollum

I can be reached at

Sent from my iPhone

Tyler Foltz

From: Cy Nuzum
Sent: Wednesday, June 24, 2015 12:23 PM
To: Tyler Foltz
Subject: 951 Seacoast project

Dear mr Foltz,

It has come to my attention that the above referenced project is experiencing some resistance from certain sectors of the community. I am a member of the Board of Directors of Riviera Beach and Bay Villas HOA, an Imperial Beach community. We recently succeeded in a beautiful renovation of our property but not without some resistance from local people who evidently had no concern for the appearance or property values of their neighbors. Since our successful renovation, two major communities on our block have followed suit...

Members of the community of Imperial Beach care about the upkeep and appropriate progress of our city. The project proposed at 951 Seacoast (and the ridding of the current structure there) is certainly another step in the right direction. People all over the county are talking about "the new Imperial Beach" I hope they won't be disappointed...

Cy Nuzum, Secretary RBBV

Imperial Beach

Sent from my iPhone

Tyler Foltz

From: Leslie McCollum < >
Sent: Thursday, June 25, 2015 9:18 PM
To: Tyler Foltz
Cc: Rick Emilson; Jen Gerner; Michele And Lynn Patterson; Linde Matthews; Serge Dedina
Subject: Design Review Bd. IB 06-25-15.pdf - June 30th Design Review Board Mtg.
Attachments: Design Review Bd. IB 06-25-15.pdf; ATT00001.txt

Tyler. Per your last email to me, I am attaching my two page letter for submission to the Design Review Board meeting on June 30, which I cannot attend. Again, scheduling a meeting on a weekday early afternoon, is certainly not an invitation to public participation, is it? I guess that is the whole idea.

I am truly disgusted by this entire process, and it really "stinks" more so now that I have learned that this process began in April 2014 and we did not receive one single notice! This matter was heard twice by the design review board and another two times by City Council. Still we received nothing.

The horse is already out of the barn as they say, and we will have no choice but to watch this applicant destroy our neighborhood and ruin the character of the heart of Imperial Beach. "Classic southern California"? Really? No parking for the businesses, a quasi lighthouse protruding into the alley above standard height limits, and dangerous lack of setback from the alley. Could this project be more out of place or poorly planned? Seriously?

Shame on the city for the total lack of oversight in applicant notification of residents and owners and the lack of compliance with its own codes. The duty was yours and you failed. Is this a regular practice of the city, to outsource legal notifications to the applicants? This is stunning.

You can never make this right but rest assured that the city's bad "rep" remains intact. There is plenty of bad faith to go around, on the part of the applicant and the city. How is it that the applicant's wife marched over to our building, confronted, and accosted my husband just minutes after I informed the city that we had received no notice? Gee, what a lovely neighbor she will be. I would like to point out that neither my husband nor I have ever met the applicant or his wife. Either she was well aware that the people in my building had not been noticed or she was told who to target. Yet one more disturbing aspect of this fiasco.

Residents of IB need to know how little say they really have in their local government, and that even when they are afforded a say, there is an excellent chance that the City Council or City Manager, or whoever they write too, will ignore them. And when they actually are given an opportunity to speak, they better hurry up and do it in three minutes or less or the condescension and the "cut off" will start.

When notices are required regarding pending projects, they may or may not come because the city is not minding the store. And when the notices don't come, the city merely says "oops" and makes sure the opposition goes away. 14 months since the original request for permits was made, but we only received 10 days notice last week, sink or swim. We deserve more time, plain and simple.

Please acknowledge your receipt of this letter. Thank you.

Leslie McCollum

Leslie McCollum

San Diego, CA 91932

June 25, 2015

City of Imperial Beach
Design Review Board

Re: 951 Seacoast – Kegel Project MF1149
Meeting June 30, 2015 @ 2 p.m.

To the Design Review Board Members:

I am submitting this letter to you in opposition to the current project as designed. I am one of many members of the community who did not receive the required notice as to this project, going back to the initial permit requests from April of last year! We have been left out of the process completely. The Applicant did not once reach out to any of his "neighbors" about his project that will negatively impact so many of us. While allowing the Applicant to handle the noticing of his own project is a huge concern, I realize that the design committee needs to address only the design issues.

I am working on June 30th, as are other concerned residents who would have liked to attend this meeting. It would have been fair to schedule the hearing on your regular schedule in July rather than schedule it on June 30th, with only 10 days' notice, leaving us no time to prepare or arrange to appear.

I ask that you please try to review these concerns with an open mind, as we have been disadvantaged greatly already.

The motto of Imperial Beach is: *"To maintain and enhance Imperial Beach as "Classic Southern California"; a beach-oriented community with a safe, small town, family atmosphere, rich in natural and cultural resources."* The city logo includes the pier, a woody with a surfboard and a palm tree as you all know. If the rampant growth continues as it has been, the only residents of Imperial Beach who will even know they live in a beach town, will be the ones in the ever growing number of high rises along Seacoast – they will be the only ones who can see, hear and smell the ocean, let alone visit or park there!

1. **The design is massive and over ambitious.** It does not fit in with the city's mission statement or the surrounding area. It is better suited to New England. A lighthouse theme? How does that fit in with Southern California or I.B.? This project will totally overwhelm and overshadow the true heart of Imperial Beach: Surfhenge, the pier, Pier Plaza and the lifeguard tower. Once it is built, we will all be stuck with it and the problems it will cause.
2. **Safety issues and alley set back.** This is not just any alley. It is the busiest alley in town, on the edge of the busiest place in town. There is no setback from the alley for the project. This is incredibly shortsighted and dangerous. I have seen countless "close calls" at the alley, which is already a blind alley. There is a constant flow of cars, skateboards, bicyclists, and pedestrians. It is an accident waiting to happen. Without setbacks from the alley, it will be even more dangerous than it already is. The City should put on the brakes long enough to look at this issue.

Also, another valid concern is lack of access for emergency vehicles into the alley. Has anyone even asked the fire department if they can access the alley if there is no set back? I really don't want my home to burn to the ground because the Applicant wants a bigger condo, including a protrusion into the alley.

3. Waiver of rules re high limits and protrusion of the "lighthouse" structure into the alley. What valid reason is there for breaking the rules for this Applicant? Why can he exceed height limits and encroach further on the alley and his "neighbors"?
4. The building should only be 2 stories because the ground floor businesses have not been properly planned at all. How is it good planning to put in ground floor businesses with not one single parking space allotted for the business employees or customers? That is ridiculous and poor planning. How was this ever approved? There is already no parking at the beach for those of us who live there and other members of the community who come to the beach, who complain about having to park many blocks away. The parking problem will not solve itself. Each year it gets worse. Why should this project add to an existing problem?

If Imperial Beach wants gridlock, no parking, a "high rise" community with no character –great care needs to be taken to prevent what is already happening. Seacoast is being chipped away. Let's keep in mind that growth for the sake of growth is the ideology of the cancer cell – not rational people. It is disheartening and disturbing. I had hoped that I.B. was different and have made it my home for 12 years. Maybe I'm wrong. Do we want to be P.B.?

Another high rise half a block away from the proposed project, at Evergreen and Seacoast, has already been approved. Where will it end? How many high rises with no adequate parking will go in before it is realized that huge mistakes were made and our small town is gone? You are entrusted with planning our futures. Please reconsider this project, suggest that it be scaled down, and ensure that the alley is safe by recommending safe setbacks. Picture how the heart of our town will look with that monstrosity.

The loss of property values and views to numerous homeowners is at stake and is a devastating loss for dozens of homeowners and residents. All so that one Applicant can overshadow the heart of town with a massive out of place project. Please remember that the project location was once a single family dwelling. Of course the Applicant has a right to build on his property, but do others have to lose views and property values as a result of it, and are safety issues of no importance? There are solutions that will not cause the entire community to suffer for the gain of one Applicant with an overly ambitious project.

Thank you for your consideration.

Sincerely,

Leslie McCollum

Tyler Foltz

From: Michele Patterson < >
Sent: Sunday, June 28, 2015 4:51 PM
To: Tyler Foltz
Subject: Design Review Board Meeting June 30, 2015
Attachments: Letter to the Design Board.docx

Dear Mr. Foltz,

Thank you for your courtesy notification of the Design Review Board Meeting on June 30, 2015. Unfortunately, I will be unable to attend.

Attached is a letter to the Design Review Board stating my concerns about the project at 951 Seacoast. I would appreciate your assistance in getting the letter to them.

Thank you,
Michele Patterson

Imperial Beach

Michele Patterson

Imperial Beach CA 91932

June 28, 2015

City of Imperial Beach
Design Review Board

Re: 951 Seacoast – Kegel Project MF1149
Meeting June 30, 2015 @ 2 p.m.

Dear Design Review Board Members:

Along with my husband, I own and reside in the condo located at Elder Avenue, Unit . Although our address is on Elder, the alley between Elder and Evergreen is our front yard. As Unit has a long balcony overlooking the alley, we enjoy a view of the alley itself, the neighboring buildings on Elder and Evergreen, as well a distant view of the pier. When we go for our morning exercise, we walk down the alley to get to Seacoast. When we drive somewhere, we drive down the alley. Indeed, all the parking for our building is accessed via the alley.

I have read through Item 4.1 of the City Council Agenda dated June 3, 2015 in which the approval for the above-referenced project is given. While attention has been given to setbacks and stepbacks along Elder Avenue to “protect street-end views towards the ocean”, I can see no evidence that any consideration has been given to any setbacks or stepbacks to protect the views on the alley. Indeed, no consideration at all has been given to the building’s impact on those of us who *live on the alley*. My concerns are not only with the loss of property value we will doubtless suffer when our view is obscured by the mammoth lighthouse structure jutting into the alley from 951 Seacoast, but also with the potential safety issues arising from the narrow access into the alley from Seacoast, and the probable inconveniences that will arise from insufficient parking provided for the commercial establishments on the ground floor.

Item 9 (Design Review/Site Plan Review IBMC 19.81.060) of the Resolution states:

“The project would not have a detrimental effect on the general health, welfare, safety and convenience of persons residing or working in the neighborhood because it is consistent with the development standards

and zoning designations. The development would not be injurious to the value of the property and improvements in the neighborhood because the project represents an improvement of the existing conditions and the project could improve property values and stimulate growth in the area."

My response to Item 9 is that "improvement of the existing conditions" is in the eye of the beholder. The house as it now exists is an eyesore, true. But replacing one eyesore with another is not the answer. And the notion that the "project could improve property values" is vague and unsubstantiated. I would argue that the only improvement in property values will be to the property located at 951 Seacoast. Furthermore, this project is not actually "consistent" with the standards and designations. Waivers have been made to the standards that seem to me to be at odds with the intent of the standards. That the building will occupy every square inch of the private property – with a little overhang above the alley for "aesthetics" – brings to mind the line from Joni Mitchell's "Big Yellow Taxi": *They paved Paradise and put up a parking lot*. Sticking trees into the sidewalk and landscaping a rooftop forty feet above eyelevel may comply with development standards and zoning designations but the building will still be an enormous metal and glass eyesore.

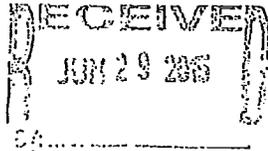
I am not against construction at 951 Seacoast. My own preference would be for a two-story building more in style with the surrounding homes and apartments, and certainly one that didn't threaten the safety, property values, and peaceable living conditions of those of us who reside on the alley.

I will not be able to attend the meeting on June 30, 2015. Please accept this letter in lieu of my appearance.

Sincerely,

Michele Patterson

Richard Emilson



June 28, 2015
Design Review Board
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Re: MF-1149, 951 Seacoast Dr., Kegel Project

Dear Members of the Design Review Board:

Sorry to come so late to this issue—especially since everyone has already voted on all this bereft anything resembling adequate public scrutiny—but I'd just like to point out a few problems with the design of the project at 951 Seacoast.

First, I'm wondering what the city's charter means, to wit:

"Mission Statement: To maintain and enhance Imperial Beach as "Classic Southern California"; a beach-oriented community with a safe, small town, family atmosphere, rich in natural and cultural resources."

Beach Oriented: What this project does is effectively block off the ocean views currently enjoyed from rooftops on properties behind 951 Seacoast. So those people will lose both some property value and their visual connection to the beach. Any good appraiser will point out that losing that view will cost others in terms of their property values. The loss of esthetic value seems more direct in it's connection with the city charter, especially since this design will effectively wall other residents off from the ocean they can now see and feel. So my question is this: What exactly are the esthetic values being promoted by this review board? How does effectively walling off the coastal zone—a la Miami and other zoning disasters—in this way promote a "beach oriented" esthetic? I suspect it doesn't.

Small Town: This project is located on a very small lot in what is already a congested area. Three stories violating the height restriction. Two businesses on the bottom floor, for which NO parking is provided in an already congested area. As it is now, residents are occasionally forced to park a couple blocks away (while the pay lot two blocks away sits empty), because this city hasn't joined other beach communities in having a resident permit parking system. Just the other day, I had to walk the two blocks with 40 pounds of groceries, so that non-residents can enjoy convenient parking at our expense. How much worse will this get before some attention is paid to this problem?

Quite frankly, if you want a small town vibe, you'd better address the congestion problem and overambitious projects like this won't help at all. Mr. Kegel obviously doesn't care about the problems he's going to create for others. In this, the most congested part of town, this building creates a blind alley entrance/exit from/onto Seacoast Dr. which will pose safety problems, given that a lot of people use the alley as a through-way. Of course, that's why we have government, to address these issues in an equitable manner that benefits the broader interests of the community. Right?

So what does Classic Southern California mean? Congestion? A parking nightmare for residents, due to the bigfooting behaviors of a couple greedy developers? Walling off the "natural resources" to all but those who live right on the shore?

Lastly, what are we to make of all the exceptions needed to make this project viable? Is the city going to just void the height restrictions? Because it might as well do so now. Perhaps those who bought other properties might have wanted to know about this years ago. They might have made other decisions about where to buy, yes?

If you want to preserve what's left of "Classic Southern California," then it seems logical to keep this project down to two stories. Two businesses with no parking will only make an already difficult parking situation even worse. Is everyone else in the neighborhood just supposed to "suck it up" to suit the needs of a couple people who can't even be bothered to obey the law and properly notice their neighbors on their plans? At what point does the city start taking responsibility for the future problems it seems committed to causing today?

Sincerely yours,

Richard Emilson

Tyler Foltz

From: Dolores Mclean
Sent: Tuesday, June 30, 2015 9:20 AM
To: Tyler Foltz
Subject: Re: Lighthouse Point

Importance: High

I think the current design is still too dark.

Dolores Mclean

> On Jun 30, 2015, at 9:15 AM, Tyler Foltz <tfoltz@imperialbeachca.gov> wrote:
>
> Hello Dolores,
>
> The applicant made some revisions over the last month in response to comments regarding the color of the building. Do your comments regarding the color scheme relate to the current design (see attached) or the older design with the black wood? Thank you.
>
> Tyler Foltz, Senior Planner
> Community Development Department
> City of Imperial Beach
> 825 Imperial Beach Blvd.
> Imperial Beach, CA 91932
> Phone: (619) 628-2381 | Fax: (619) 424-4093
> tfoltz@imperialbeachca.gov | www.ImperialBeachCA.gov
>
>
> -----Original Message-----
> From: Dolores Mclean
> Sent: Tuesday, June 30, 2015 9:09 AM
> To: Tyler Foltz
> Subject: Lighthouse Point
>
> I am in favor of the project provided they change their color scheme to something compatible with the beach and ocean.
>
> Dolores Mclean
>
>
>
> <4V-SEACOAST-FF2-14042015-V1-24x36.jpg>

Tyler Foltz

From: Fombon, Irene <
Sent: Tuesday, June 30, 2015 10:55 AM
To: Tyler Foltz
Subject: Support for seacoast Project lighthouse piont

June 30, 2015

Hello

My name is Irene Fombon I'm writing you because I'm in full support of the Lighthouse Point due to the value it will bring to our community. As a Published local artist I feel this project will not only add monetary value to all areas of Imperial Beach homes and businesses. When we as homes owners and residents support projects like this we are investing in the future of our communities creating a progressive and inviting place for our community's. I am distressed at the current condition of the building now existing on the lot in question and will be very happy to see it changed for the better according to the designs we have seen in the public site. I have seen the design plans of the proposed project and anxious to see such a beautiful and luxurious project come to completion.

Thank You,
Irene Fombon

Imperial Beach
CA91932

Tyler Foltz

From: Elva Lopez
Sent: Tuesday, June 30, 2015 10:02 AM
To: Tyler Foltz
Subject: Lighthouse Point Project

Dear City Official,

It is my pleasure as a long time resident of Imperial Beach to write in support of the Lighthouse Point project. I have been residing in the City of Imperial beach for Twenty-Four years and have seen how our City has begun and continues to embrace projects that look out for the well being of our residents and those who visit us. This local project will be a great attribute to not only our locals in terms of home and job opportunities but beautification to those who visit our hometown and can take back great report of the growth of our city. Myself and my spouse are in full support of the purpose of this project and have all confidence that it will thrive in all aspects if given the opportunity. Our current residence is , Imperial Beach CA 91932.

Thank you for your time and consideration,
Elva Denise Lopez

Tyler Foltz

From: mamichel1959
Sent: Tuesday, June 30, 2015 9:53 AM
To: Tyler Foltz
Subject: Support for 951 Seacoast Project light house point

Hello

My name is Sonia Michel and my address is 8th st imperial beach street Imperial Beach Ca .

I am in support of the Lighthouse

Point due to the value it will bring to our community. As a homeowner and real estate agent, I know this project will bring up value to all areas of Imperial Beach homes. When we support project like this we are investing in the future of our communities creating a progressive and inviting place for our community's . The ccondition of the building there now, is not currents IB standard. I'll be very happy to see it gone and replaced with modern, updated beneficial buiding. I have seen the design plans of proposed project and so excited to see it come to life

Thank you
Sonia Michel

Sent from my T-Mobile 4G LTE Device

Tyler Foltz

From: Robert Miller
Sent: Monday, June 29, 2015 9:11 PM
To: Tyler Foltz
Subject: Lighthouse Point

Hi Tyler:

I support the Lighthouse Point project which I believe will enhance Seacoast Drive.

Sincerely,

Robert E. (Bob) Miller

Imperial Beach, CA 91932

Tyler Foltz

From: joann Barrows
Sent: Tuesday, June 30, 2015 11:48 AM
To: Tyler Foltz
Subject: 951 Seacoast (Lighthouse Point)

I am In full support of this project.I believe that this will be a very beneficial for our community.

Thank You Joann K Barrows

--

Joann Barrows
Palm West Real Estate

Imperial Beach,Calif 91932

..

Tyler Foltz

From: Jennifer Gerner
Sent: Tuesday, June 30, 2015 12:22 PM
To: Tyler Foltz
Subject: Design Review Board Meeting
Attachments: 951 Seacoast Drive Project.pdf

Hi Tyler-

Please find my letter to the Design Review Board concerning the 951 Seacoast Drive project. I hope it is not too late to be considered during today's meeting. Thank you for your time and the work you do for the City.

Respectfully,

Jen Gerner, CCAM
Community Manager
The Prescott Companies

San Diego, CA 92101

www.prescottmgt.com

An Associa Company

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Jen Gerner

Imperial Beach CA 91932

June 30, 2015

City of Imperial Beach
Design Review Board

Re: 951 Seacoast – Kegel Project

Dear Design Review Board Members:

I currently reside at The Breezes Condominiums located at

This letter is in response to the 951 Seacoast Drive project which was filed with the City on April 8, 2014 and has been under review since that time. As you were previously made aware, very few of the surrounding and affected neighbors were notified of this project or given the opportunity to express concerns surrounding the development.

It is my understanding that this project will not be setback from the alley or the street and will involve the use of the entire lot. I foresee this as a huge safety issue for drivers, as well as pedestrians and the like. The alley is already extremely dangerous, as it is a blind intersection. Drivers are unable to see pedestrians, skateboarders, bikers, etc. coming from the north until they are well into the Seacoast intersection. The addition of the proposed building with no setbacks from the alley is a recipe for disaster.

I currently manage business parks, commercial high rises and large scale PUDs, therefore I am well aware that no homeowner or resident can be guaranteed unobstructed views. However, in order to maintain harmony with the immediate neighborhood, it is my opinion that the height of the proposed structure should be limited to two stories. This oversized structure would not only affect the adjacent properties, but it would affect those with roof top balconies as far east as Fourth Street who would like to enjoy an unobstructed view of the sunset. The character of the neighborhood should be considered and preserved, along with the property values of those directly affected.

I originally moved to Imperial Beach 15 years ago because of the affordable housing and because it was a "beach-oriented community, with a safe, small town atmosphere". I am delighted to see the growth the community has encountered in the last few years and truly welcome it. However, no new improvement should be given special privileges and benefits when it will adversely affect the neighbors' quality of life and property values.

Therefore, I am requesting that you carefully reconsider the project located at 951 Seacoast Drive. I am unable to attend the meeting today. Please accept this letter in lieu of my attendance.

Respectfully,

Jen Gerner

Tyler Foltz

From: Leslie McCollum
Sent: Wednesday, July 01, 2015 5:50 PM
To: Tyler Foltz
Subject: Re: MF1149

Couldn't wait I guess. It is not a very good feeling to get so little consideration after being left out of the loop for 14 months. The planning department 's haste to ruin Imperial Beach is really sad. The project is bordered by peoples homes on three sides regardless of how it is zoned.

Just because you're allowed to do something does not make it right.

Who says cheaters never win.?

This Applicant got exactly what he wanted to the detriment of all of us.

Why can't this be delayed for one month?

Sent from my iPhone

> On Jul 1, 2015, at 5:01 PM, Tyler Foltz <tfoltz@imperialbeachca.gov> wrote:

>
> Hello Leslie,
>
> The public hearing for the project located at 951 Seacoast Drive is scheduled for the July 15, 2015 City Council meeting and the notices were sent to the post office today. With regard to the setbacks, the zone the project is located in (C/MU-2, Seacoast Commercial & Mixed-Use) does not require the building to be setback from the alley.

>
> Tyler Foltz, Senior Planner
> Community Development Department
> City of Imperial Beach
> 825 Imperial Beach Blvd.
> Imperial Beach, CA 91932
> Phone: (619) 628-2381 | Fax: (619) 424-4093
> tfoltz@imperialbeachca.gov | www.ImperialBeachCA.gov

>
>
> -----Original Message-----
> From: Leslie McCollum
> Sent: Wednesday, July 01, 2015 2:37 PM
> To: Tyler Foltz
> Subject: MF1149

>
> Tyler. I was hoping you would give us the courtesy of not scheduling the city Council meeting until August. We have lots to catch up on, we've had no time to even read your report to the design board which arrived the night before the meeting, which I could not attend. My neighbors were out of town and my husband was Sandbagged at the meeting. The applicant showed up with friends of his who do not even live in Imperial Beach, they provided quite a distraction from the real issues at hand. We also have had no time to communicate with the city council members or even review the plans. the applicant doesn't really care about his future neighbors and has not reached out at all. Our appraiser needs additional time to do his assessment of all of the homeowners will suffer a loss of property value as a direct result of this project.

> I do have one question that I would very much like answered if you could possibly provide me with the answer: why were views and setbacks considered on elder but not on the alley? No one can seem to answer that question for me. Thank you.

> Leslie mcCollum

> Sent from my iPhone

Tyler Foltz

From: Zap Rowsdower <
Sent: Wednesday, July 08, 2015 4:11 PM
To: Tyler Foltz
Subject: Support for the lighthouse point project

Hello my name is Tristan Canfield, I live at _____ in Imperial Beach (91932). My phone number _____. Just wanted to send in some mail for The Kagles letting you know that I support the Lighthouse Point Project.

I live in the neighborhood and think that it would look fantastic there. Many of the homes/condos/shops are getting total makeovers due to the TWO new resorts (one built, and one on the way), so why not this corner as well? IB has a shortage of nice shops, even on the beach, so I think this would really help the town out.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: PUBLIC WORKS *HAL*
SUBJECT: PROPOSED BSA EAGLE PROJECT PRESENTATION

EXECUTIVE SUMMARY:

Eagle Scout candidate, Oliver Erbes, Boy Scout Troop 53, is seeking City Council approval to do a community service project in the City. The proposed project would aesthetically xeriscape one of the small parking lot islands on 4th Street adjacent to the Sports Park picnic and tot-lot area. The project would reduce park maintenance and water use costs. The completed project would meet one of his requirements for Eagle Rank.

RECOMMENDATION:

1. Receive this report.
2. Receive a presentation from Oliver Erbes regarding the proposed improvements.
3. Comment and direct staff and Oliver Erbes regarding the design of the proposed project.
4. Authorize the City Manager to sign the Eagle Project plan for Oliver Erbes to continue the project development and construction as approved by City Council and City staff.

RATIONALE:

The Sports Park 4th Street Parking Lot adjacent to the Sports Park picnic and tot-lot area has small grass covered islands adjacent to the parking stalls. The grass islands require frequent maintenance and they require irrigation water that could be better used elsewhere. Little League President and City staff have designed a water saving, lower maintenance plan for these islands by removing the grass and modifying the irrigation and replacing these with "Desert Gold decomposed granite and a couple large boulders. We believe this would lower the maintenance and water usage while presenting a nice aesthetic appearance. It has been City staff's intent to install these improvements when resources became available. Attached is a photo of a previous island conversion to provide the image of the expected change.

OPTIONS:

- Receive a brief report from Oliver Erbes on his proposed community service project, provide direction and approve his requested community service project; or
- Receive a brief report from Oliver Erbes on his proposed community service project and reject his proposal.

BACKGROUND:

The Sports Park 4th Street Parking Lot adjacent to the Sports Park picnic and tot-lot area had four small grass covered islands adjacent to the parking stalls. In March 2015 City Council approved an Eagle Project to replace one of the islands grass and irrigation with "Desert Gold" decomposed granite and a couple large boulders. Approval of this project would provide for the second of the four islands to be converted to a like design. It is staff's intent to have all four islands converted to this desert scape as soon as the resources are available.

Boy Scouts of America has an award program by which boys who complete certain advancement requirements, perform a significant community service project and meet identified character standards are awarded the rank of Eagle. It is the opinion of the City staff that the project identified above – installation of decomposed granite and large boulders in the Sports Park parking lot islands - qualifies as a "significant community service project."

ANALYSIS:

BSA Troop 53, Eagle Scout Candidate Oliver Erbes, has indicated an interest in constructing the improvements to the second of four Sports Park 4th Street parking lot islands. Staff is willing to work with Mr. Erbes in designing and constructing the project. Mr. Erbes would design the improvements, plan, organize and supervise the construction of the project, should City Council approve his project

ENVIRONMENTAL DETERMINATION:

This project was evaluated for CEQA requirements and is determined to be Categorical Exempt per section 15301 - Existing Facilities – Class 1.c.

FISCAL IMPACT:

The cost of the project would come from the Park Maintenance Division Operating and Maintenance (O&M) budget. The total project costs are estimated at approximately \$600.

Attachments:

1. Photo of improved previously landscaped island.
2. Photo of existing landscaped island.







STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: PROPOSED BSA EAGLE PROJECT PRESENTATION

EXECUTIVE SUMMARY:

Eagle Scout candidate, Fred Smyth, Boy Scout Troop 53, is seeking City Council approval to do a community service project in the City. The proposed project would aesthetically xeriscape one of the small parking lot islands on 4th Street adjacent to the Sports Park picnic and tot-lot area. The project would reduce park maintenance and water use costs. The completed project would meet one of his requirements for Eagle Rank.

RECOMMENDATION:

1. Receive this report.
2. Receive a presentation from Fred Smyth regarding the proposed improvements.
3. Comment and direct staff and Fred Smyth regarding the design of the proposed project.
4. Authorize the City Manager to sign the Eagle Project plan for Fred Smyth to continue the project development and construction as approved by City Council and City staff.

RATIONALE:

The Sports Park 4th Street Parking Lot adjacent to the Sports Park picnic and tot-lot area has small grass covered islands adjacent to the parking stalls. The grass islands require frequent maintenance and they require irrigation water that could be better used elsewhere. Little League President and City staff have designed a water saving, lower maintenance plan for these islands by removing the grass and modifying the irrigation and replacing these with "Desert Gold decomposed granite and a couple large boulders. We believe this would lower the maintenance and water usage while presenting a nice aesthetic appearance. It has been City staff's intent to install these improvements when resources became available. Attached is a photo of a previous island conversion to provide the image of the expected change.

OPTIONS:

- Receive a brief report from Fred Smyth on his proposed community service project, provide direction and approve his requested community service project; or
- Receive a brief report from Fred Smyth on his proposed community service project and reject his proposal.

BACKGROUND:

The Sports Park 4th Street Parking Lot adjacent to the Sports Park picnic and tot-lot area had four small grass covered islands adjacent to the parking stalls. In March 2015 City Council approved an Eagle Project to replace one of the islands grass and irrigation with “Desert Gold” decomposed granite and a couple large boulders. Approval of this project would provide for the second of the four islands to be converted to a like design. It is staff’s intent to have all four islands converted to this desert scape as soon as the resources are available.

Boy Scouts of America has an award program by which boys who complete certain advancement requirements, perform a significant community service project and meet identified character standards are awarded the rank of Eagle. It is the opinion of the City staff that the project identified above – installation of decomposed granite and large boulders in the Sports Park parking lot islands - qualifies as a “significant community service project.”

ANALYSIS:

BSA Troop 53, Eagle Scout Candidate Fred Smyth, has indicated an interest in constructing the improvements to the second of four Sports Park 4th Street parking lot islands. Staff is willing to work with Mr. Erbes in designing and constructing the project. Mr. Erbes would design the improvements, plan, organize and supervise the construction of the project, should City Council approve his project

ENVIRONMENTAL DETERMINATION:

This project was evaluated for CEQA requirements and is determined to be Categorical Exempt per section 15301 - Existing Facilities – Class 1.c.

FISCAL IMPACT:

The cost of the project would come from the Park Maintenance Division Operating and Maintenance (O&M) budget. The total project costs are estimated at approximately \$600.

Attachments:

1. Photo of improved previously landscaped island.
2. Photo of existing landscaped island.







STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *ah*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: ADMINISTRATION
SUBJECT: ADOPTION OF RESOLUTION 2015-7609 REQUESTING THAT THE SAN DIEGO COUNTY BOARD OF SUPERVISORS NAME THE FRIENDS OF THE LIBRARY STORE IN THE IMPERIAL BEACH LIBRARY IN MEMORY OF FREDA ELLIOTT-ADAMS

EXECUTIVE SUMMARY: The San Diego County Supervisors have approved funding for the construction of a new Library in the City of Imperial Beach. The City Council directed staff to prepare an official request to name the Friends of the Library Store in the new Library in memory of Freda Elliott-Adams. Adoption of Resolution 2015-7609 will provide the Board of Supervisors with an official request from the City Council.

RECOMMENDATION:

Adoption of Resolution 2015-7609 requesting that the San Diego County Board of Supervisors name the Friends of the Library Store in the Imperial Beach Library in memory of Freda Elliott-Adams.

RATIONALE:

Ms. Elliott-Adams is noted for her written history of Imperial Beach and widespread community support including her dedication to the Imperial Beach Library.

OPTIONS:

- Adopt Resolution 2015-7609 requesting that the Friends of the Library Store in the Imperial Beach Library be named in memory of Freda Elliott-Adams.
- Direct staff to modify the resolution prior to submission to the San Diego Board of Supervisors.
- Reject the Resolution requesting that the Friends of the Library Store in the Imperial Beach Library be named in memory of Freda Elliott-Adams.
- Continue the consideration of the Resolution to a date and time certain and provide additional direction to staff.

BACKGROUND:

The City Council directed staff to prepare a formal request for consideration by the San Diego Board of Supervisors to name the Friends of the Library Store in the new Imperial Beach Library in memory of Freda Elliott-Adams. Resolution 2015-7609, attached hereto, has been prepared for consideration of the City Council as directed.

ANALYSIS:

If adopted by the City Council, Resolution 2015-7609 will be submitted to the San Diego Board of Supervisors for consideration. If approved by the Board of Supervisors, the Friends of the Library Store in the new Library will be named in memory of Freda Elliott-Adams, upon completion. This item was discussed by the City Council during the approval process for the new Library and staff was directed to prepare a formal request.

ENVIRONMENTAL DETERMINATION:

This is not a project as defined by CEQA.

FISCAL IMPACT:

None.

Attachments:

1. Resolution 2015-7609
2. Letter of Support from Diane Rose

RESOLUTION NO. 2015-7609

A RESOLUTION REQUESTING THAT THE SAN DIEGO BOARD OF SUPERVISORS NAME THE FRIENDS OF THE LIBRARY STORE IN THE NEW IMPERIAL BEACH LIBRARY IN MEMORY OF FREDA ELLIOTT-ADAMS

WHEREAS, the San Diego County Board of Supervisors has authorized the demolition of the current Imperial Beach Library and the construction of a new Imperial Beach Library; and

WHEREAS, the City Council desires to recognize Freda Elliott-Adams for her community efforts in documenting the history of Imperial Beach and her support of community functions including significant support of the Imperial Beach Library; and

WHEREAS, the new Library will include a Friends of the Library Store;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Imperial Beach respectfully requests that the San Diego County Board of Supervisors authorize the Friends of the Library Store in the new Imperial Beach Library to be named the Freda Elliott-Adams Friends of the Library Store in memory of Freda Elliott-Adams.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of July 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

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

July 9, 2015

Dear Mayor Serge Dedina, Councilmembers
Manager Hall

I am writing to you today in support of naming the Friends of the Library Bookstore in our amazing new library after our Official City Historian, Freda Adams. As a founding member of the Imperial Beach Friends of the Library, Freda gave countless hours over many years in support of the organization and to the Imperial Beach Library.

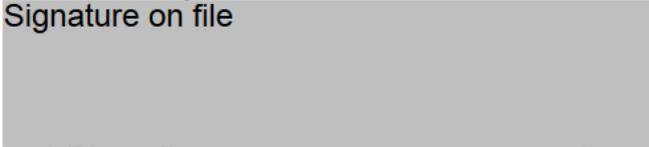
An author in her own right, she penned a comprehensive history of Imperial Beach that was the backbone of our City's 50th Anniversary history book. When the 50th anniversary book was published, Frieda purchased and donated a number of copies to the Imperial Beach Library.

As a former Mayor, I had the privilege of recognizing Freda as our city's official historian a decade ago. When Freda passed away in 2013 at the age of 94, her commitment and dedication to our community and to our library was widely acknowledged. But wouldn't it be a wonderful tribute to her memory, in a much more permanent way, by naming the Friends of the Library Bookstore in her honor.

Thank you so much for your consideration in this matter.

Sincerely

Signature on file



Diane Rose



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: ADMINISTRATION
SUBJECT: UPDATE OF RECREATION PROGRAMS.

EXECUTIVE SUMMARY: At the end of each two year budget cycle, the license agreements with the Boys & Girls Club, as well as the Little League and Girls Softball League are considered for modification and renewal. Prior to approval of the new agreements, the Club and the Leagues will provide the City Council with a report on the status of the programs during the past two year cycle and any anticipated programmatic changes.

RECOMMENDATION:

Receive the reports from the Boys & Girls Club, and the Little League and Girls Softball League.

RATIONALE:

The report will provide the City Council the necessary information to determine if the recreation program is satisfying established goals and give the City Council a chance to communicate direction to the Boys & Girls Club, the Little League and the Girls Softball League.

OPTIONS:

- Receive the report from the Boys & Girls Club, as well as the Little League and Girls Softball League.
- Continue the item to a date certain with direction to provide additional information.

BACKGROUND:

The City Council approved agreements with the Boys and Girls Club, the Imperial Beach Little League and the Girls Softball League to provide recreational services and programs to the residents of Imperial Beach. As directed by the City Council, at the end of each two year budget cycle, the license agreements with the Boys & Girls Club, as well as the Little League and Girls Softball League are considered for modification and potential renewal.

ANALYSIS:

In order for the City Council to have a clear understanding about the status of the recreation program, the Boys & Girls Club, and the Little League and Girls Softball League have prepared a presentation and report for consideration by the City Council. The report will indicate the current status of the recreation programs as well as planned expansion or modification of the recreation programs.

ENVIRONMENTAL DETERMINATION:

This is not a project as defined by CEQA.

FISCAL IMPACT:

None specific to this report, potential fiscal impact associated with renewal of recreation agreements will be considered at a future date.



STAFF REPORT
CITY OF IMPERIAL BEACH

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ANDY HALL, CITY MANAGER *AH*
MEETING DATE: JULY 15, 2015
ORIGINATING DEPT.: PUBLIC WORKS *AH*
SUBJECT: RESOLUTION NO. 2015-7605 AWARDING PUBLIC WORKS CONTRACT TO WIT: ALLEY IMPROVEMENT PROJECT (S14-104)

EXECUTIVE SUMMARY:

Resolution No. 2015-7605 awards a contract for paving 14 of the 30 dirt alleys in the City at a bid price of \$1,278,123.10 to PAL General Engineering, Inc. PAL General Engineering, Inc. was the lowest responsible and qualified bidder. The 14 alley blocks are shown in Attachment 2.

RECOMMENDATION:

Adopt Resolution No. 2015-7605 awarding the contract to PAL General Engineering, Inc. for the Alley Improvement project at a bid price of \$1,278,123.10.

RATIONALE:

Alley Improvement Project: - to wit paving 14 dirt alley blocks within the City in accordance with the San Diego Region; Regional Standard Drawings - was a project funded in the Two Year Implementation Plans adopted in Resolution No's. 2013-7451 and 2015-7592. This project will construct an 18-foot wide concrete pavement including a 2-foot wide permeable surface the length of each alley block. The permeable surface is for storm water infiltration in compliance with the San Diego Region Storm Water Municipal Permit R9-2013-0001.

OPTIONS:

- Adopt Resolution No. 2015-7605 awarding the Alley Paving Project to the lowest responsible and qualified bidder; or
- Reject all bids and direct staff to program the project for a future fiscal year capital improvement program budget; or
- Reject all bids and direct staff to rebid the project with a goal of receiving a more competitive bid price.

BACKGROUND:

The FY 2016 and FY 2017 Two Year Implementation budget appropriated funds for the paving of 14 dirt alley blocks within the City. As part of this paving project, the sewer mains located in

the respective alleys that required trench repairs were included in the scope of work. The design and advertisement of this project for construction was funded in the FY 2014 and FY 2015 Two Year Implementation budget. The alleys included in this design were:

1. Alley #12 – access from Elm & Elder Avenues between 10th & 11th Streets
2. Alley #13 – access from Elder & Ebony Avenues between Emory & 9th Streets
3. Alley #14 – access from Ebony & Imperial Beach Blvd. between 9th & Emory Streets
4. Alley #15 – access from Ebony & Imperial Beach Blvd. between Emory & 10th Streets
5. Alley #16 – access from Ebony & Imperial Beach Blvd. between 10th & 11th Streets
6. Alley #18 – access from Ebony & Imperial Beach Blvd. between 11th & Florida Streets
7. Alley #19 – access from Ebony & Imperial Beach Blvd. between Florida & 12th Streets
8. Alley #32 – access from 11th & Florida Streets between Imperial Beach Blvd & Fern Ave.
9. Alley #33 – access from Fern Avenue between 11th & Florida Streets
10. Alley #34 – access from Fern Avenue between Florida & 12th Streets
11. Alley #35 – access from Imperial Beach Blvd. & Fern Avenue between 12th & Florence Street
12. Alley #36 – access from Fern & Grove Avenues between 12th and Florence Streets
13. Alley #49 – access from Elm & Elder Avenues between 12th & Florence Streets
14. Alley #50 – access from Elder & Ebony Avenues between 12th & 13th Streets

The project drawings and specification were completed in May 2015. Staff advertised for requests for bids (RFB) for this work on May 28, 2015 in the Eagle & Times Newspaper and on E-Bid Board. Funding for the Construction of the alley paving is in the adopted FY 15/16 budget. The bid opening was scheduled for Thursday, June 18, 2015.

ANALYSIS:

The project bids were opened and evaluated Thursday, June 18, 2015 in an advertised public meeting at 2:00 p.m. The lowest responsive and qualified bidder for the Alley Improvement Project S14-104 was PAL General Engineering, Inc. at a bid price of \$1,278,123.10.

The four (4) contractors who submitted proposals are listed below along with their proposal amounts:

1.	PAL General Engineering, Inc.	\$1,278,123.10
2.	Ortiz Corporation	\$1,559,970.94
3.	Portillo Concrete Inc.	\$1,618,381.00
4.	Wier Construction	\$1,667,558.00

The engineer’s construction cost estimate was \$1,569,353.

ENVIRONMENTAL DETERMINATION:

Project is exempt from CEQA pursuant to CEQA Guidelines Section 15303(d): New Construction or Conversion of Small Structures.

FISCAL IMPACT:

Appropriated Revenue:		
	C.I.P. 2010 Bond Fund (Project No. S14-104)	\$1,274,452
	Sewer Enterprise Fund (C.I.P. Reserve) (Project No. W15-201)	\$ 250,000
TOTAL REVENUE		\$1,524,452

Expenses:

Construction Contract (2010 Bond)	\$1,152,881.10
Construction Contract (Sewer Enterprise Fund (C.I.P. Reserve)	\$ 125,242.00
Project Management	\$ 30,000.00
Project Engineer Administration	\$ 6,000.00
Contingency	\$ 210,328.90

TOTAL EXPENSES \$1,524,452

Attachments:

1. Resolution No. 2015-7605
2. Alley Paving Improvement Map

RESOLUTION NO. 2015-7605

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AWARDED PUBLIC WORKS CONTRACT TO WIT: ALLEY IMPROVEMENT PROJECT (S14-104)

WHEREAS, the FY 2016 and FY 2017 Two Year CIP Implementation budget included the paving of 14 alley blocks within the City; and

WHEREAS, the design and advertisement of this project for construction was funded in the FY 2014 and FY 2015 Two Year CIP Implementation budget; and

WHEREAS, the alleys included in this design were:

1. Alley #12 – access from Elm & Elder Avenues between 10th & 11th Streets
2. Alley #13 – access from Elder & Ebony Avenues between Emory & 9th Streets
3. Alley #14 – access from Ebony & Imperial Beach Blvd. between 9th & Emory Streets
4. Alley #15 – access from Ebony & Imperial Beach Blvd. between Emory & 10th Streets
5. Alley #16 – access from Ebony & Imperial Beach Blvd. between 10th & 11th Streets
6. Alley #18 – access from Ebony & Imperial Beach Blvd. between 11th & Florida Streets
7. Alley #19 – access from Ebony & Imperial Beach Blvd. between Florida & 12th Streets
8. Alley #32 – access from 11th & Florida Streets between Imperial Beach Blvd & Fern Ave.
9. Alley #33 – access from Fern Avenue between 11th & Florida Streets
10. Alley #34 – access from Fern Avenue between Florida & 12th Streets
11. Alley #35 – access from Imperial Beach Blvd. & Fern Avenue between 12th & Florence Street
12. Alley #36 – access from Fern & Grove Avenues between 12th and Florence Streets
13. Alley #49 – access from Elm & Elder Avenues between 12th & Florence Streets
14. Alley #50 – access from Elder & Ebony Avenues between 12th & 13th Streets; and

WHEREAS, the project drawings and specification were completed in May 2015; and

WHEREAS, staff advertised for requests for bids (RFB) for this work on May 28, 2015 in the Eagle & Times Newspaper and on E-Bid Board; and

WHEREAS, the project bids were opened and evaluated Thursday, June 18, 2015 in an advertised public meeting at 2:00 p.m.; and

WHEREAS, the lowest responsive and qualified bidder for the Alley Improvement Project S14-104 was PAL General Engineering, Inc. at a bid price of \$1,278,123.10; and

WHEREAS, the engineer's construction cost estimate was \$1,569,353; and

WHEREAS, Resolution No. 2015-7592 appropriated \$1,274,452 from the C.I.P. 2010 Bond Fund and \$250,000 Sewer Enterprise Fund (C.I.P. Reserve) for a total appropriation of \$1,524,452; and

WHEREAS, the budget appropriated is sufficient to cover the cost of construction.

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

1. The above recitals are true and correct.
2. The legislative body hereby rejects all proposals for bids except that identified as the lowest responsible bid. The bid of the lowest, responsible qualified bidder will be on file with the transcript of these proceedings and open for public inspection in the City Clerk Department on file as Contract No. xxxx.
3. The contractor shall not commence construction or order equipment until he/she has received a Notice to Proceed.
4. The works of improvement shall be constructed in the manner and form and in compliance with the requirements as set forth in the plans and specifications for the project.
5. The City Manager is authorized to sign a purchase order with the lowest responsible qualified bidder.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of July 2015, by the following vote:

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

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

