

City Council Agenda Regular Meeting - 6:00 p.m.

Wednesday, December 4, 2024

Council Chambers

825 Imperial Beach Boulevard

Imperial Beach, CA 91932

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

Public Comments: Members of the public can participate in-person at the City Council meeting to provide public comments. Members of the public can also submit written comments prior to the City Council meeting via e-mail at: comments@imperialbeachca.gov. Written comments received by noon on the day of the City Council meeting, that are within the subject matter jurisdiction of the City of Imperial Beach, will be provided to the City Council and be made available to the public at the City Council meeting. They will be part of the official record of the meeting, but they will not be read aloud at the meeting. Members of the public who wish to watch City Council meetings, are encouraged to stream from the City website's at:

https://www.imperialbeachca.gov/council_meetings.

In compliance with the Americans with Disabilities Act, the City of Imperial Beach requests that individuals who require reasonable accommodation to fully participate in this meeting contact the City Clerk's office at (619) 628-2347 or TTY 711 as soon as possible during regular business hours and not later than at least twelve (12) hours in advance of the meeting to discuss your accessibility needs.

Foreign language and American Sign Language interpretation services are now available for City Council meetings. Contact the City Clerk's office at (619) 628-2347 or TTY 711 by noon on Monday prior to the meeting.

Any writings or documents provided to a majority of the City Council/Planning Commission/Public Financing Authority/Housing Authority/I.B. RDA Successor Agency regarding any item on this agenda will be available to the public on the City's website at: <https://pub-imperialbeach.escribemeetings.com/?Year=2024>

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **REIMBURSEMENT DISCLOSURES/REPORTS ON ASSIGNMENTS AND COMMITTEES**
All City Council assignments are available for review in the City Clerk's Office.
5. **COMMUNICATIONS FROM CITY STAFF**
6. **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.
7. **PRESENTATIONS**
 - 7.a **RECOGNITION OF 2024 FIRE PREVENTION POSTER CONTEST WINNERS. (0410-30)***
 - 7.b **PRESENTATION ON PORT DISTRICT ACTIVITIES BY PORT COMMISSIONER MALCOLM. (0150-70)***
*No staff report.
8. **CONSENT CALENDAR**
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 the item is removed from the Consent Calendar by action of the City Council. A Councilmember or member of the public may make a comment on any item on the Consent Calendar.

Recommendation:

To approve Consent Calendar Item Nos. 8.a through 8.h.

- | | |
|--|----|
| <ol style="list-style-type: none"> 8.a RATIFICATION OF WARRANT REGISTER FOR THE PERIOD FROM NOVEMBER 9, 2024 TO NOVEMBER 22, 2024. (0300-25) | 5 |
| <p>Recommendation:
Staff is seeking that the City Council ratify and file the Warrant Register Report.</p> | |
| <ol style="list-style-type: none"> 8.b RESOLUTION 2024-089 TO ACCEPT AND APPROPRIATE \$73,100 IN GRANT FUNDS FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR A PEDESTRIAN AND BICYCLE SAFETY PROGRAM AND APPROVE AN AGREEMENT WITH CIRCULATE SAN DIEGO TO ADMINISTER THE PROGRAM. (0390-86) | 17 |
| <p>Recommendation:
Adopt Resolution No. 2024-089 to approve the grant agreement between the City of Imperial Beach and the California Office of Traffic Safety, accept and appropriate \$73,100 in grant funds for the Pedestrian and Bicycle Safety Program, and approve an agreement with WalkSanDiego, doing business as Circulate San Diego, to administer the Pedestrian and Bicycle Safety Program.</p> | |

- 8.c **RESOLUTION 2024-090 APPROVING THE CALENDAR AND SETTING THE TIME FOR REGULAR CITY COUNCIL MEETINGS FOR 6:00 P.M. FOR THE YEAR 2025. (0410-95)** 56
- Recommendation:**
That the City Council adopt Resolution 2024-90 (Attachment 1) approving the calendar (Exhibit A) and setting the time for Regular City Council meetings for 6:00 p.m. for the year 2025. The calendar will also include scheduled Special City Council Workshops with a start time to be determined.
- 8.d **LOCAL APPOINTMENTS LIST. (0460-45)** 60
- Recommendation:**
That the City Council approves the Local Appointments List in compliance with California Government Code §54972 and directs staff to post a copy of the list on the City's Internet Website in compliance with California Government Code §54973.
- 8.e **RESOLUTION 2024-091 TO AWARD A PROFESSIONAL SERVICES CONTRACT TO MICHAEL BAKER INTERNATIONAL TO PROVIDE AS-NEEDED ENGINEERING SERVICES TO THE CITY. (0750-05)** 65
- Recommendation:**
City Council adopt Resolution No. 2024-091 awarding a professional service agreement for as-needed engineering services to Michael Baker International for an initial three (3) year term with an option to renew the agreement for two (2) additional twelve (12) month periods for a maximum agreement total of five (5) years.
- 8.f **RECEIVE TREASURER'S REPORT FOR OCTOBER 2024. (0300-90)** 68
- Recommendation:**
Staff recommends that the City Council receive and file the October 2024 Treasurer's Report.
- 8.g **RESOLUTION NOS. SA-24-90 & SA-24-91 OF THE IB RDA SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET & THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 25-26) FOR THE 12-MONTH PERIOD 07-01-2025 THROUGH 06-30-2026 AND APPROVING RELATED ACTIONS. (0418-50)** 94
- Recommendation:**
Staff recommends that the Successor Agency adopt Resolution No. SA-24-90 approving the Administrative Budget for the period from July 1, 2025 through June 30, 2026, and adopt Resolution No. SA-24-91 approving the ROPS 25-26 for the period from July 1, 2025 through June 30, 2026, and approve related actions.
- 8.h **NOTIFICATION OF TRAVEL: MAYOR AGUIRRE WILL TRAVEL TO WASHINGTON, D.C. DECEMBER 17-19, 2024 TO ADVOCATE FOR FEDERAL STATE OF EMERGENCY. (0410-60)***
- The estimated cost for travel, hotel accommodations, and meals is \$1,015.
- *No staff report.
9. **ORDINANCES/INTRODUCTION & FIRST READING**
None.

10.	PUBLIC HEARINGS	
10.a	1337 HOLLY DEV. (APPLICANT); CONSTRUCT A NEW 4-STORY, 46-UNIT RESIDENTIAL DEVELOPMENT WITH 48 PARKING SPACES, DETACHED ADU, & A 5,244 SF PARK AT 1368-1376 HOLLY AVE. & 1368 14TH ST. (APN 633-161-14-00, 633-161-13-00, 633-161-12-00) USE-23-0066. (0600-20) Recommendation: That the City Council adopt Resolution No. 2024-087 approving Site Plan Review (SPR-23-0015), Design Review Case (DRC-23-0015), and categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 Class 32 (In-Fill Development Projects).	116
11.	REPORTS	
11.a	DISCUSSION OF REGULATIONS FOR TENANT PROTECTIONS. (0660-95) Recommendation: Consider the topic and provide direction to Staff, if applicable.	187
11.b	PRESENTATION AND FINANCIAL REPORT BY THE IMPERIAL BEACH ATHLETIC CLUB (IBAC) FOR THE 2024 SUMMER SERIES EVENTS. (1040-10) Recommendation: The recommendation is that the City Council accepts and files the presentation and financial report from the event organizer and provides further direction to staff.	248
11.c	RESOLUTION 2024-086 AUTHORIZING RECEIPT OF HOUSING ACCELERATION PROGRAM FUNDS, BUDGET ADJUSTMENTS, AND PROFESSIONAL SERVICES AGREEMENTS WITH CITYTHINKERS, INC. FOR THE 13th STREET CORRIDOR IMPROVEMENT PLAN AND 4LEAF, INC. FOR PLANNING SERVICES. (0720-25) Recommendation: Staff recommends that the City Council adopt Resolution No. 2024-086 authorizing the City to accept the grant funds, make necessary budget adjustments, and enter into a Professional Services agreement with Citythinkers, Inc. to develop the Imperial Beach 13 th Street Corridor Improvement Plan and expand pre-existing contract services with 4Leaf, Inc. for professional planning services.	267
11.d	DESIGNATION OF MAYORAL AND CITY COUNCIL ASSIGNMENTS REQUIRING ELECTED OFFICIAL REPRESENTATION FOR 2025 (0410-50). Recommendation: Staff recommends that the City Council consider the proposal of the Mayor for City Council assignments for 2025.	272
12.	I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS See Consent Calendar Item No. 8.g.	
13.	ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)	
14.	CITY COUNCIL FUTURE AGENDA REQUESTS	
15.	ADJOURN REGULAR MEETING	

December 4, 2024

ITEM TITLE: RATIFICATION OF WARRANT REGISTER FOR THE PERIOD FROM NOVEMBER 9, 2024 TO NOVEMBER 22, 2024. (0300-25)

ORIGINATING DEPARTMENT:

Finance

EXECUTIVE SUMMARY:

Staff is recommending that the City Council ratify the accompanying Warrant Register for the period from November 9, 2024, to November 22, 2024, in the amount of \$733,111.59.

RECOMMENDATION:

Staff is seeking that the City Council ratify and file the Warrant Register Report.

OPTIONS:

- Receive and file the report from the City Manager.
- Provide direction to the City Manager to take a specific action.
- Request additional information and an additional report.

BACKGROUND/ANALYSIS:

The City of Imperial Beach issues accounts payable and payroll disbursements on a regular basis and presents it to the City Council for ratification at its next regular scheduled meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from November 9, 2024, to November 22, 2024, in the amount of \$733,111.59, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate department staff. The Finance Director or designee certifies the accuracy of the attached register and the availability of funds for payment.

Warrants above \$100,000 have been highlighted and explained in the table below:

VENDOR	CHECK	DESCRIPTION	AMOUNT
NONE	N/A	N/A	N/A

The following registers are submitted for Council ratification:

Accounts Payable:

DATE	CHECK NUMBER	AMOUNT(S)
11/14/2024	CK104254-CK104290	\$ 78,908.92
11/21/2024	CK104291-CK104327	380,958.78
	Sub-Total	\$ 459,867.70

DATE	EFT/DRAFT NUMBER	AMOUNT(S)
11/15/2024	DFT0008846	\$ 619.00
	Sub-Total	\$ 619.00

Total reflected in the attached Expense Approval Report: **\$460,486.70**

Check Reversals/Voids:

DATE	CHECK/EFT NUMBER	AMOUNT(S)
11/13/2024	CK104225; CK104246	\$ (635.89)
	Sub-Total	\$ (635.89)

Payroll Checks/Direct Deposits

DATE	CHECK/EFT NUMBER	AMOUNT(S)
11/21/2024	49203-209; EFT0000211-12, R-21533	\$ 273,260.78
	Sub-Total	\$ 273,260.78

TOTAL: \$ 733,111.59

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL ANALYSIS:

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

ATTACHMENTS:

ATT 1 - Expense Approval Report –11.9.2024 – 11.22.2024



Imperial Beach, CA

Expense Approval Report

By (None)

Payment Dates 11/9/2024 - 11/22/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
11/14/2024	104254	ACME SAFETY AND SUPPLY	18" CONES STOCK (100)	166218-00	101-5010-431.2123		1,632.41
11/14/2024	104255	ALEXANDRA UZARRAGA GO...	PHOTO SRVCS - SYMPHONY BY THE SEA 9/25/24 (SP1509)	10/04/2024	101-6014-451.2006		270.00
11/14/2024	104255	ALEXANDRA UZARRAGA GO...	PHOTO SRVCS - TRUNK OR TREAT 10/25/24 (SP23104)	11/04/2024	101-6014-451.2006		270.00
11/14/2024	104256	AMAZON CAPITAL SERVICES, ...	MAYORS VIRTUAL MEETING COMPUTER CAMERA	171Q-64XD-F74N	503-1923-419.3022		65.24
11/14/2024	104256	AMAZON CAPITAL SERVICES, ...	NEO-PURE WATER FILTER	1KGJ-WMP4-FTKY	101-1910-419.2801		115.84
11/14/2024	104256	AMAZON CAPITAL SERVICES, ...	GENERAL IT SUPPLIES	1NMX-VLC7-DFRW	503-1923-419.3002		23.89
11/14/2024	104257	BILL HOWE PLUMBING, INC	PLUMBING REPAIRS WITH MAINLINE SNAKED	487188061	101-1910-419.2801		558.00
11/14/2024	104258	BRIZO, INC	REPAIRED PLASTIC DOME FOR PALM AVE CAMERA	24-0490	101-3030-423.2801		832.83
11/14/2024	104259	CHICAGO TITLE INSUR CO	TITLE REPORT- 425 & 441 IB BLVD PRELIMINARY REPORT	FBSC2402668-1	101-1110-412.2903		2,000.00
11/14/2024	104260	CHULA VISTA ALARM, INC	SECURITY UPGRADES	88017	214-5000-532.2006	250095	3,404.99
11/14/2024	104260	CHULA VISTA ALARM, INC	NOV 2024 - 1075 8TH ST ADDITIONAL PARTITION	88018	101-1910-419.2023	250021	165.00
11/14/2024	104261	CINTAS CORPORATION	FIRST AID SAFETY KIT - SENIOR CENTER	5238069612	502-1922-419.2904		81.48
11/14/2024	104262	CIVICPLUS, LLC.	ADA COMPLIANCE ASSISTANCE ON IB WEBSITE	321017	503-1923-419.2025		3,000.00
11/14/2024	104263	CORODATA RECORDS MANA...	OCT 2024 RECORD STORAGE CARTON & DIGITAL SRVCS	RS7041198	101-1230-413.2006		63.81
11/14/2024	104264	COUNTY OF SAN DIEGO	NOTICE OF EXEMPTION - 919 4TH ST (DEP 23-0067)	USE-23-0067	101-0000-221.0102		50.00
11/14/2024	104265	COUNTY OF SAN DIEGO	DOCUMENT RECORDING FEE FOR USE-23-0049	USE-23-0049	101-0000-221.0102		50.00
11/14/2024	104266	COUNTY OF SAN DIEGO RCS	OCT 2024 - SHERIFF RADIOS	25CTOFIBN04	101-3010-421.2125	250051	1,386.50
11/14/2024	104266	COUNTY OF SAN DIEGO RCS	OCT 2024 - FIRE RADIOS	25CTOFIBN04	101-3020-422.2125	250051	619.50
11/14/2024	104266	COUNTY OF SAN DIEGO RCS	OCT 2024 - MS RADIOS	25CTOFIBN04	101-3030-423.2125	250051	1,058.16
11/14/2024	104267	COX COMMUNICATIONS	11/1/24-11/30/24 - 825 IB BLVD 001 3110 1087683102	11/01/2024 3102	503-1923-419.2104		35.32
11/14/2024	104267	COX COMMUNICATIONS	11/01/24-11/30/24 - 825 IB BLVD 001 3110 015533201	11-01-2024 3201	503-1923-419.2104		29.35
11/14/2024	104267	COX COMMUNICATIONS	11/4/24-12/03/24 - 950 OCEAN LN 001 3110 091187001	11-04-2024 7001	503-1923-419.2104		245.17
11/14/2024	104268	CRH CALIFORNIA WATER, INC	11/01/24-11/30/24 EQUIPMENT COOLER - PRCS	1440958	101-6030-453.3002		170.00

Expense Approval Report

Payment Dates: 11/9/2024 - 11/22/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
11/14/2024	104269	CSMFO	PRECONFERENCE - MEMBER - SESSION D - L FLYTE	200024740 (PRECONFERENC...	101-1210-413.2804		185.00
11/14/2024	104270	EL TAPATIO INC	11/06/24 CITY COUNCIL DINNER - COUNCIL MTNG	11-06-2024-2	101-1010-411.2804		210.80
11/14/2024	104271	ESMERALDA GONZALEZ	10/21/24 - MILEAGE REIMB - LCW TRAINING	10-21-2024	101-1130-412.2806		33.57
11/14/2024	104271	ESMERALDA GONZALEZ	10/28-10/30/24 MILEAGE REIMB - CALPERS EDU FORUM	11-06-2024	101-1130-412.2806		45.83
11/14/2024	104272	FLYERS ENERGY LLC	11/07/24 - 1,010 GAS, 73 DSL	24-223060	501-1921-419.2815		4,426.72
11/14/2024	104273	GO-STAFF, INC.	WE 11/03/24 PARKS TEMP STAFF - J TORRES 40 HRS	324709	101-6020-452.2101		1,293.36
11/14/2024	104274	GRAINGER	AIR COMPRESSOR OILER	9309778182	101-5010-431.3002		6.32
11/14/2024	104275	H & E EQUIPMENT SERVICES	09/17/24-10/14/24 TRACTOR RENTAL (SP24116)	99726222	101-6040-454.5007		5,376.09
11/14/2024	104275	H & E EQUIPMENT SERVICES	10/15/24-11/11/24 TRACTOR RENTAL (SP24116)	99796029	101-6040-454.5007		5,049.84
11/14/2024	104275	H & E EQUIPMENT SERVICES	11/04/24 TRACTOR RENTAL PICK UP CHARGE (SP24116)	99807552	101-6040-454.5007		300.00
11/14/2024	104276	HASENIN ENTERPRISES, LLC	FLOOR & WALL TILE - SENIOR CTR RESTROOM	011455	214-5000-532.2006	250049	6,680.00
11/14/2024	104277	KPA SERVICES LLC.	OCT 2024 EHS PRO	INV653283	502-1922-419.2904		687.96
11/14/2024	104278	LLOYD PEST CONTROL	10/29/24 - 495 10TH ST #1129320	8642016	101-1910-419.2022	250014	58.00
11/14/2024	104278	LLOYD PEST CONTROL	11/02/24 - 425 IB BLVD #1650176	8646587	101-1910-419.2022	250014	60.00
11/14/2024	104279	MEISTER SEALCOAT & SUPPL...	CRACK SEALING - SEACOAST DR	82656	101-5010-431.3002		4,779.56
11/14/2024	104280	O'REILLY AUTO PARTS #3980	WINDOW REGULATOR - NEW RANGER TRUCK	3980-182914	501-1921-419.2816		48.81
11/14/2024	104280	O'REILLY AUTO PARTS #3980	SAND PAPER, PRIMER - PW SHOP	3980-184263	501-1921-419.2816		98.53
11/14/2024	104280	O'REILLY AUTO PARTS #3980	BED LINERS, CLEAR FOR PAINT REPAIR - 3 TRUCKS	3980-184312	501-1921-419.2816		1,030.21
11/14/2024	104280	O'REILLY AUTO PARTS #3980	GAS-A-JUST (4) - FRONT/REAR TRUCK	3980-184383	501-1921-419.2816		295.37
11/14/2024	104280	O'REILLY AUTO PARTS #3980	DRAIN PAN, CLEANER SPRAY PAINT GUN	3980-184391	501-1921-419.2816		27.67
11/14/2024	104280	O'REILLY AUTO PARTS #3980	REMOTE BATTERY - AUTOMOBILE A2	3980-185054	501-1921-419.2816		10.86
11/14/2024	104281	PHILLIPA TUCKER	OCT 2024 LIVESCAN SRVCS (1 EMPLOYEE)	391	101-1130-412.2104		25.00
11/14/2024	104282	PLUMBERS DEPOT INC.	NOZZLES (4), GAPVAX	PD-57377	601-5060-436.3002		578.37
11/14/2024	104283	PROTECTION ONE ALARM M...	NOV 2024 - 10 PUMP STATIONS 24HR ALARM SYSTEM	156857289	601-5060-436.2023	250033	465.15

Expense Approval Report

Payment Dates: 11/9/2024 - 11/22/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
11/14/2024	104284	SAN DIEGO CENTRE FOR OR...	JUL/AUG ORGANIZATIONAL ASSESSMENT - MS	TCFOE4769	101-1110-412.2006	240172-R1	1,953.23
11/14/2024	104285	SAN DIEGO MOTORSPORTS, ...	RESCUE PERSONAL WATER CRAFT FX CRUISER SVHO - MS	11-12-2024	101-3030-423.5007	250108	18,752.98
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 170 PALM AVE-ELEC	0002 6464 5267 4 11/05/24	101-1910-419.2701		430.39
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 186 PALM AVE	0008 2432 9204 1 11/05/24	101-5010-431.2701		500.24
11/14/2024	104286	SDGE	10/01/24-10/30/24 - PALM BET 1ST/5TH D	0027 4196 9935 9 11/06/24	101-5010-431.2701		350.45
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 111 PALM AVE	0035 1619 2790 2 11/05/24	101-5010-431.2701		463.30
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 120 ELKWOOD AVE	0054 5795 0654 7 11/06/24	101-5010-431.2701		146.57
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 100 1/2 PALM AVE	0094 7600 1698 9 11/05/24	101-5010-431.2701		879.16
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 425 IB BLVD 3 - MINOR FIELD	2100 0097 9290 6 11/05/24	101-6020-452.2701		1,416.23
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 425 IB BLVD 1- FIELD A	2100 0097 9893 7 11/05/24	101-6020-452.2701		1,366.73
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 425 IB BLVD 2 - FIELD B	2100 0097 9997 6 11/05/24	101-6020-452.2701		1,687.63
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 425 IB BLVD B	2100 0098 0282 0 11/05/24	101-6010-451.2701		359.86
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 427 IB BLVD - ST/PARK LIGHT	2100 0098 0734 0 11/05/24	101-6020-452.2701		134.22
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 425 IB BLVD 1- REC CENTER	2100 0098 1218 3 11/05/24	101-6010-451.2701		216.39
11/14/2024	104286	SDGE	10/01/24-10/30/24 - 425 IB BLVD A	2100 0098 1222 5 11/05/24	101-6010-451.2701		147.77
11/14/2024	104287	SHARP REES-STEALY MEDICAL...	MAR/APR 2024 - PRE-EMPLOYMENT PHYSICAL EXAMS	101467	101-1130-412.2104	250028	669.00
11/14/2024	104288	SIGNAL HILL AUTO ENTERPRI...	TOILET TISSUE(3CS),CAN LINER(6CS),ROLL TOWEL(3CS)	078144	101-6040-454.3002	250019	460.44
11/14/2024	104289	SOUTHWESTERN COLLEGE	OCT 2024 FINANCE INTERN - M RODRIGUEZ - 94HRS	15-MR	101-1210-413.2101		571.96
11/14/2024	104290	WAXIE SANITARY SUPPLY	LEMON DISINFECTANT (6CS)	82826475	101-6040-454.3002		501.86
11/21/2024	104291	4LEAF INC	JUL 2024 BLDG CONSULTING SRVCS	J4252D-R	101-3040-424.2006		9,214.80
11/21/2024	104291	4LEAF INC	JUL 2024 PLANNING CONSULTING SRVCS	J4252D-R	214-1230-413.2006		20,580.00
11/21/2024	104291	4LEAF INC	AUG 2024 BLDG CONSULTING SRVCS	J4252E-R	101-3040-424.2006		5,862.50
11/21/2024	104291	4LEAF INC	AUG 2024 PLANNING CONSULTING SRVCS	J4252E-R	214-1230-413.2006		20,230.00

Expense Approval Report

Payment Dates: 11/9/2024 - 11/22/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
11/21/2024	104291	4LEAF INC	SEP 2024 PLANNING CONSULTING SRVCS	J4252F	214-1230-413.2006		17,430.00
11/21/2024	104292	ACE EXCAVATING & ENVIRO...	SR. CENTER COURTYARD EXTENSION	2370	214-5000-532.2006	250078	18,690.00
11/21/2024	104292	ACE EXCAVATING & ENVIRO...	CO#01 INSTALL 2 ORNAMENTAL GATES	2370	214-5000-532.2006	250078	8,800.00
11/21/2024	104293	AMAZON CAPITAL SERVICES, ...	TOOLS, OXIMETERS, SHOWER CURTAIN, DOOR REMOTE - MS	1D19-4WR1-J91T	101-3030-423.3002		228.58
11/21/2024	104293	AMAZON CAPITAL SERVICES, ...	STAINLESS STEEL NUMBERS - PRCS	1MJY-CG9L-DLMG	101-6030-453.3002		93.44
11/21/2024	104293	AMAZON CAPITAL SERVICES, ...	FAUCET PARTS (3) - TIDELANDS	1V4W-99F3-1FQ1	101-6040-454.3002		256.08
11/21/2024	104294	AT&T DW HOLDINGS INC	OCT 2024 FIRSTNET MOBILE SPEC UNL AIRCARDS/MIFI	287346095064X11082024	101-3020-422.2705		72.72
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/03/24-11/04/24 - 505 HWY 75 IRRG	1015-210018811916 11/06/...	101-1910-419.2702		94.67
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/05/24-11/06/24 - 814 CYPRESS AVE	1015-210018820255 11/08/...	101-6020-452.2702		23.32
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 400 1/2 PALM AVE IRRIG	1015-210019027905 11/05/...	101-1910-419.2702		557.06
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/05/24-11/06/24 - 495 10TH ST	1015-210019058534 11/08/...	101-1910-419.2702		288.63
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/05/24-11/06/24 - 630 FLORIDA STREET	1015-210019176067 11/08/...	101-1910-419.2702		873.34
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/05/24-11/06/24 - 624 FLORIDA STREET	1015-210019176128 11/08/...	101-1910-419.2702		31.37
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/05/24-11/06/24 - 1250 PALM AVE IRRIG	1015-210019179080 11/08/...	101-6010-451.2702		1,103.30
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 950 OCEAN LN	1015-210019276868 11/05/...	101-1910-419.2702		204.89
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 90 IMPERIAL BEACH BLVD IRRIG	1015-210019278093 11/05/...	101-6020-452.2702		48.24
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 1150 SEACOAST DR IRRIG	1015-210019278895 11/05/...	101-6020-452.2702		48.24
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 1234 SEACOAST DR IRRIG	1015-210019279782 11/05/...	101-6020-452.2702		48.24
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 1322 SEACOAST DR IRRIG	1015-210019357057 11/05/...	601-5060-436.2702		48.24
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 90 DESCANSO IRRIG	1015-210019359015 11/05/...	101-6020-452.2702		48.24
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 90 ENCANTO AVE IRRIG	1015-210019360534 11/05/...	101-6020-452.2702		81.22
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 105 IMPERIAL BEACH BLVD	1015-210019482014 11/05/...	101-1910-419.2702		172.35
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/04/24-11/05/24 - HY MT 007015344	1015-210019512885 11/08/...	101-6020-452.2702		306.96

Expense Approval Report

Payment Dates: 11/9/2024 - 11/22/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 981 2ND ST	1015-210019600799 11/05/...	101-6020-452.2702		903.44
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/04/24-11/05/24 - IB CLEAN UP TRUCK	1015-21002012597711/11/24	101-6020-452.2702		49.70
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	11/06/24-12/04/24 - 950 OCEAN LN 4IN FIRE	1015-21002015338511/07/24	101-6020-452.2702		55.47
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/04/24-11/05/24 - 825 IMPERIAL BEACH AVE	1015-210020154739 11/11/...	101-1910-419.2702		59.22
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/09/24-11/08/24 - 710 PALM AVE	1015-210020440898 11/12/...	101-1910-419.2702		436.94
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/12/24-11/12/24 - 701 5TH ST IRRIG	1015-210020731235 11/14/...	101-6020-452.2702		20.39
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/12/24-11/12/24 - 425 IMPERIAL BEACH BLVD	1015-210021068268 11/14/...	101-1910-419.2702		153.33
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/12/24-11/12/24 - 401 IMPERIAL BEACH BLVD	1015-210021068367 11/14/...	601-5060-436.2702		4,321.78
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/12/24-11/12/24 - 423 IB BLVD IRRIG	1015-210021068541 11/14/...	601-5060-436.2702		150.39
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/12/24-11/12/24 - 710 5TH STREET	1015-220018914676 11/14/...	101-1910-419.2702		48.24
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/04/24-11/05/24 - HYDRANT METER #6	1015-220029776225 11/07/...	101-6010-451.2702		383.75
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/12/24-11/12/24 - 582 IB BLVD IRRG	1015-220030150199 11/14/...	101-6020-452.2702		48.24
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 170 PALM AVE 64154527	1015-220036553772 11/05/...	101-6020-452.2702		123.25
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 170 PALM AVE 60765844	1015-220036553789 11/05/...	101-6020-452.2702		94.67
11/21/2024	104295	CALIFORNIA AMERICAN WAT...	10/02/24-11/01/24 - 751 10TH ST IRRIG	1015-22004076680511/05/24	101-6020-452.2702		64.93
11/21/2024	104297	CANDELARIA RAMIREZ	SEP 2024 CHAIR/FLOOR YOGA - 4 CLASSES	10202024CR17	101-6030-453.2006		117.00
11/21/2024	104297	CANDELARIA RAMIREZ	OCT 2024 CHAIR/FLOOR YOGA - 4 CLASSES	1152024CR18	101-6030-453.2006		133.20
11/21/2024	104298	CIVICPLUS, LLC.	FINANCE CHARGE	316555	503-1923-419.2025		5.00
11/21/2024	104299	CMTA	MEMBERSHIP - L FLYTE	300003943	101-1210-413.2812		110.00
11/21/2024	104300	COAR DESIGN GROUP	BID SUPPORT & CONSTRUCTION ADMIN - SPORTS PARK	22538	214-5000-532.2006	230243-R2	22,456.25
11/21/2024	104301	COUNTY OF SAN DIEGO	2025 UNIFIED PROGRAM FACILITY PERMIT - FD	DEH2005-HUPFP-205779 20...	101-3020-422.2006		1,142.00
11/21/2024	104302	COX COMMUNICATIONS	11/09/24/12/08/24 - 1075 8TH ST 001 3110 093630302	11-09-2024 0302	503-1923-419.2104		200.00
11/21/2024	104303	ECKENROTH PUBLICATIONS	LEGAL AD - CC	148972	101-1020-411.2807	250011	50.00
11/21/2024	104303	ECKENROTH PUBLICATIONS	RFQ POSTING - 13TH CORRIDOR IMPROV - CD	148972	101-1230-413.2814		60.00

Expense Approval Report

Payment Dates: 11/9/2024 - 11/22/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
11/21/2024	104303	ECKENROTH PUBLICATIONS	LEGAL & CITY ENG - PW	148972	101-5020-432.2811		50.00
11/21/2024	104303	ECKENROTH PUBLICATIONS	ADS - PRCS DEPT	148972	101-6014-451.2807		458.00
11/21/2024	104303	ECKENROTH PUBLICATIONS	10/10/24 CITY ENG AD - PW	149056	101-5020-432.2811		50.00
11/21/2024	104304	GHD INC.	SRVCS THROUGHT 09/28/24 - COMM RESILIENCE PLAN	380-0058426	214-1230-413.2006		46,113.98
11/21/2024	104305	GO-STAFF, INC.	WE 10/27/24 CITY CLERK STAFF - E MONGE 40 HRS	324475	101-1020-411.2101		1,800.10
11/21/2024	104305	GO-STAFF, INC.	WE 11/10/24 CITY CLERK STAFF - E MONGE 39.50 HRS	325122	101-1020-411.2101		1,777.59
11/21/2024	104306	GRAINGER	EAR PLUG DISPENSING SYSTEM	9314130080	101-5010-431.3002		110.32
11/21/2024	104306	GRAINGER	ELECTRICAL ENCLOSURE (2)	9317043868	601-5060-436.3002		710.05
11/21/2024	104307	I.B. CLEARWATER L.L.C.	11/11/24 WATER DELIVERY - FD	11-11-24	101-3020-422.3002		21.62
11/21/2024	104307	I.B. CLEARWATER L.L.C.	11/18/24 WATER DELIVERY - FD	11-18-24	101-3020-422.3002		14.87
11/21/2024	104308	JASON LINDQUIST	TRANSPORTATION TO AIRPORT - LG CONF	11-14-2024	101-3030-423.2804		35.93
11/21/2024	104309	LIEBERT, CASSIDY, WHITMO...	EMPLOYMENT LAW TRAINING	9379	101-1130-412.2804		75.00
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - LITIGATION (LWC363-P)	110565	502-1922-419.2001		53.42
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - CODE ENFORCEMENT (LWC002-P)	110718	101-1220-413.2001		1,874.78
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - SPECIAL PROJECTS (LWC146-P)	110719	101-1220-413.2001		3,256.00
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - MONTHLY RETAINER	110720	101-1220-413.2002		14,000.00
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - POTENTIAL LITIGATION (LWC253-P)	110721	502-1922-419.2001		148.50
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - PERSONEL (LWC259-P)	110722	502-1922-419.2001		1,017.50
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - SPECIAL PROJECT (LWC267-P)	110723	101-1220-413.2001		92.50
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - HOUSING AUTHORITY (LWR283-P)	110724	216-1240-413.2001		1,221.00
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - LITIGATION (LWC336-P)	110725	502-1922-419.2001		333.00
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - DEVELOPMENT APP (LWC353-P)	110726	101-1220-413.2001		92.50
11/21/2024	104310	MCDUGAL LOVE BOEHMER...	OCT 2024 - DEVELOPMENT PROJECTS (LWC361-P)	110727	101-1220-413.2001		2,238.50
11/21/2024	104311	MICHAEL BAKER INTERNATI...	THROUGH 11/03/24 - PS #8 EMERGENCY REPAIRS	1229522	601-5060-536.2006	240100-R1	3,161.00
11/21/2024	104311	MICHAEL BAKER INTERNATI...	THROUGH 11/03/24 - 9TH ST IMPROVEMENTS (S22101)	1230349	207-5000-532.2006	250099	16,070.00

Expense Approval Report

Payment Dates: 11/9/2024 - 11/22/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
11/21/2024	104312	NEXUSPLAN, INC	SEP 2024 - BAYSHORE BIKEWAY RESILIENCY (GRT080)	GRT080-4	214-1230-413.2006	240233-R1	40,253.00
11/21/2024	104313	OCCUPATIONAL HEALTH CEN...	10/24/24 & 10/28/24 PRE- EMPLOYMENT PHYSICALS	84869163	101-1130-412.2104		447.00
11/21/2024	104314	ODP BUSINESS SOLUTIONS, L...	BUS CARDS - B ARGUELLES & T FOLTZ	392950285001	101-1110-412.3002		111.58
11/21/2024	104315	OFFICESCAPES LLC	ARTIFICIAL PLANTS - EVENTS	1042683	101-1110-412.2903	250114	2,380.23
11/21/2024	104316	PRIDE INDUSTRIES	OCT 2024 BEACH/STREET CLEANING - LABOR 295 HRS	ARI/21328944	101-6040-454.2104	250064	7,080.00
11/21/2024	104317	PUBLIC AGENCY RISK MANA...	2025 ANNUAL CONFERENCE	3073	502-1922-419.2804		449.00
11/21/2024	104318	SAN DIEGO GAS & ELECTRIC	OCT 2024 - PW YARD	11-07-2024	101-1910-419.2701		2,137.59
11/21/2024	104318	SAN DIEGO GAS & ELECTRIC	OCT 2024 - CITY HALL	11-07-2024	101-1910-419.2701		7,093.78
11/21/2024	104318	SAN DIEGO GAS & ELECTRIC	OCT 2024 - STREETS	11-07-2024	101-5010-431.2701		12,493.26
11/21/2024	104318	SAN DIEGO GAS & ELECTRIC	OCT 2024 - PARKS & REC	11-07-2024	101-6020-452.2701		1,271.80
11/21/2024	104318	SAN DIEGO GAS & ELECTRIC	OCT 2024 - SEWER	11-07-2024	601-5060-436.2701		5,221.32
11/21/2024	104319	SDGE	10/01/24-10/31/24 - PALM/HWY 75 MAIN DIST D	0028 1987 1631 5 11/06/24	101-5010-431.2701		2,750.39
11/21/2024	104320	SIGNAL HILL AUTO ENTERPRI...	TRASHCAN LINERS (20CS) - PRCS	078484	101-6016-451.3002		784.25
11/21/2024	104321	SUZANNE DUVALL	SEP 2024 ZUMBA GOLD - 2 CLASSES	10202024SD16	101-6030-453.2006		85.80
11/21/2024	104322	THE DAVEY TREE EXPERT CO.	10/26/24 PALM TREE PRUNNING - DUNES PARK	919012077	101-6040-454.2104	250079	41,000.00
11/21/2024	104323	THE KING'S CAROLERS	10/26/24 PALM TREE PRUNNING - DUNES PARK	628	101-6014-451.2808	250101	200.00
11/21/2024	104324	TRUE NORTH COMPLIANCE S...	OCT 2024 - BLDG OFFICIAL/SENIOR INSPECTOR SRVCS	24-10-01-028	101-3040-424.2006		24,300.00
11/21/2024	104325	US MOBILE WIRELESS COM...	RADIO REPAIR - FD	INV848203	101-3020-422.3002		250.00
11/21/2024	104326	VIRTUAL PROJECT MANAGER,...	NOV 2024 SOFTWARE SYS MNGMT (S22101-RMRA)	12-4267	207-5000-532.2006		500.00
11/21/2024	104327	WYATT CARR	JUNIOR LG CADET STIPEND	11-12-2024	101-3035-423.2808		750.00
11/15/2024	DFT0008846	MIDAMERICA ADMINISTRATI...	NOV 2024 HC 11/05/24- 11/11/24	11-15-2024	101-0000-209.0125		469.00
11/15/2024	DFT0008846	MIDAMERICA ADMINISTRATI...	NOV 2024 DC 11/05/24- 11/11/24	11-15-2024	101-0000-209.0125		150.00

Grand Total: 460,486.70

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	211,088.18
207 - RMRA	16,570.00
214 - MISCELLANEOUS GRANTS	204,638.22
216 - HOUSING AUTHORITY	1,221.00
501 - VEHICLE REPLACEMENT/MAINT	5,938.17
502 - RISK MANAGEMENT FUND	2,770.86
503 - TECHNOLOGY/COMMUNICATIONS	3,603.97
601 - SEWER ENTERPRISE FUND	14,656.30
Grand Total:	460,486.70

Account Summary

Account Number	Account Name	Payment Amount
101-0000-209.0125	P/R FSA	619.00
101-0000-221.0102	DEVELOPER DEPOSITS	100.00
101-1010-411.2804	TRAVEL, TRAINING, MEE...	210.80
101-1020-411.2101	TEMPORARY STAFFING	3,577.69
101-1020-411.2807	ADVERTISING	50.00
101-1110-412.2006	PROFESSIONAL SERVICES	1,953.23
101-1110-412.2903	CONTINGENCY ACCOUNT	4,380.23
101-1110-412.3002	OPERATING SUPPLIES	111.58
101-1130-412.2104	TECHNICAL SERVICES	1,141.00
101-1130-412.2804	TRAVEL, TRAINING, MEE...	75.00
101-1130-412.2806	MILEAGE REIMBURSEM...	79.40
101-1210-413.2101	TEMPORARY STAFFING	571.96
101-1210-413.2804	TRAVEL, TRAINING, MEE...	185.00
101-1210-413.2812	MEMBERSHIP DUES	110.00
101-1220-413.2001	ATTORNEY SERVICES	7,554.28
101-1220-413.2002	ATTORNEY SERVICES-OT...	14,000.00
101-1230-413.2006	PROFESSIONAL SERVICES	63.81
101-1230-413.2814	SUBSCRIBE & PUBLICATI...	60.00
101-1910-419.2022	PEST CONTROL SERVICE	118.00
101-1910-419.2023	SECURITY & ALARM	165.00
101-1910-419.2701	GAS & ELECTRIC (SDG&E)	9,661.76
101-1910-419.2702	UTILITIES-WATER	2,920.04
101-1910-419.2801	MAINTENANCE & REPAIR	673.84
101-3010-421.2125	RCS PROGRAM	1,386.50
101-3020-422.2006	PROFESSIONAL SERVICES	1,142.00
101-3020-422.2125	RCS PROGRAM	619.50
101-3020-422.2705	UTILITIES-CELL PHONES	72.72
101-3020-422.3002	OPERATING SUPPLIES	286.49

Account Summary

Account Number	Account Name	Payment Amount
101-3030-423.2125	RCS PROGRAM	1,058.16
101-3030-423.2801	MAINTENANCE & REPAIR	832.83
101-3030-423.2804	TRAVEL, TRAINING, MEE...	35.93
101-3030-423.3002	OPERATING SUPPLIES	228.58
101-3030-423.5007	PORT EQUIPMENT - REI...	18,752.98
101-3035-423.2808	COMMUNITY PROGRAMS	750.00
101-3040-424.2006	PROFESSIONAL SERVICES	39,377.30
101-5010-431.2123	TRAFFIC CONTROL	1,632.41
101-5010-431.2701	GAS & ELECTRIC (SDG&E)	17,583.37
101-5010-431.3002	OPERATING SUPPLIES	4,896.20
101-5020-432.2811	PRINTING SERVICES	100.00
101-6010-451.2701	GAS & ELECTRIC (SDG&E)	724.02
101-6010-451.2702	UTILITIES-WATER	1,487.05
101-6014-451.2006	PROFESSIONAL SERVICES	540.00
101-6014-451.2807	ADVERTISING	458.00
101-6014-451.2808	COMMUNITY PROGRAMS	200.00
101-6016-451.3002	OPERATING SUPPLIES	784.25
101-6020-452.2101	TEMPORARY STAFFING	1,293.36
101-6020-452.2701	GAS & ELECTRIC (SDG&E)	5,876.61
101-6020-452.2702	UTILITIES-WATER	1,964.55
101-6030-453.2006	PROFESSIONAL SERVICES	336.00
101-6030-453.3002	OPERATING SUPPLIES	263.44
101-6040-454.2104	TECHNICAL SERVICES	48,080.00
101-6040-454.3002	OPERATING SUPPLIES	1,218.38
101-6040-454.5007	PORT EQUIPMENT (REI...	10,725.93
207-5000-532.2006	PROFESSIONAL SERVICES	16,570.00
214-1230-413.2006	PROFESSIONAL SERVICES	144,606.98
214-5000-532.2006	PROFESSIONAL SERVICES	60,031.24
216-1240-413.2001	ATTORNEY SERVICES	1,221.00
501-1921-419.2815	VEHICLE OPERATE-FUEL...	4,426.72
501-1921-419.2816	VEHICLE OPERATE-PARTS..	1,511.45
502-1922-419.2001	ATTORNEY SERVICES	1,552.42
502-1922-419.2804	TRAVEL, TRAINING, MEE...	449.00
502-1922-419.2904	OTHER SERVICES & CHA...	769.44
503-1923-419.2025	SOFTWARE MAINTENAN...	3,005.00
503-1923-419.2104	TECHNICAL SERVICES - I...	509.84
503-1923-419.3002	OPERATING SUPPLIES	23.89
503-1923-419.3022	SMALL TOOLS/NON-CAP...	65.24
601-5060-436.2023	SECURITY & ALARM	465.15
601-5060-436.2701	GAS & ELECTRIC (SDG&E)	5,221.32
601-5060-436.2702	UTILITIES-WATER	4,520.41
601-5060-436.3002	OPERATING SUPPLIES	1,288.42

Account Summary

Account Number	Account Name	Payment Amount
601-5060-536.2006	PROFESSIONAL SERVICES	3,161.00
Grand Total:		460,486.70

Project Account Summary

Project Account Key	Payment Amount
None	195,260.07
23-0049-DEP	50.00
23-0067-DEP	50.00
GRT080-EXP	40,253.00
GRT091-EXP	58,240.00
LWC002-P	1,874.78
LWC146-P	3,256.00
LWC253-P	148.50
LWC259-P	1,017.50
LWC267-P	92.50
LWC336-P	333.00
LWC353-P	92.50
LWC361-P	2,238.50
LWC363-P	53.42
LWR283-P	1,221.00
S22101-RMRA	16,570.00
SP1509-EXP	270.00
SP2021-EXP	210.80
SP22101-SPORT	22,456.25
SP22101-SR	37,574.99
SP23102-P	46,113.98
SP23104-TRUNK	270.00
SP24109-EXP	200.00
SP24116-EXP	10,725.93
SP25105-EXP	18,752.98
W23101-P	3,161.00
Grand Total:	460,486.70

December 4, 2024

ITEM TITLE: RESOLUTION 2024-089 TO ACCEPT AND APPROPRIATE \$73,100 IN GRANT FUNDS FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR A PEDESTRIAN AND BICYCLE SAFETY PROGRAM AND APPROVE AN AGREEMENT WITH CIRCULATE SAN DIEGO TO ADMINISTER THE PROGRAM. (0390-86)

ORIGINATING DEPARTMENT:

Community Development

EXECUTIVE SUMMARY:

The California Office of Traffic Safety has awarded \$73,100 to the City of Imperial Beach for the Pedestrian and Bicycle Safety Program. The goal of this program is to reduce the number of fatalities and injuries resulting from crashes involving pedestrians and bicyclists.

RECOMMENDATION:

Adopt Resolution No. 2024-089 to approve the grant agreement between the City of Imperial Beach and the California Office of Traffic Safety, accept and appropriate \$73,100 in grant funds for the Pedestrian and Bicycle Safety Program, and approve an agreement with WalkSanDiego, doing business as Circulate San Diego, to administer the Pedestrian and Bicycle Safety Program.

OPTIONS:

- Adopt Resolution No. 2024-089; or
- Reject Resolution No. 2024-089; or
- Request additional information, changes and/or an additional report.

BACKGROUND/ANALYSIS:

The California Office of Traffic Safety's (OTS) mission is to effectively and efficiently administer traffic safety grant funds to reduce traffic-related fatalities, injuries, and associated economic impacts.

The City of Imperial Beach has received grant funding from OTS for the Pedestrian and Bicycle Safety Program. Throughout a one-year grant period of October 1, 2024, to September 30, 2025, the Community Development Department would coordinate with Circulate San Diego to assist with fulfilling the goals of the grant. Work rendered for the Pedestrian and Bicycle Safety Program would include the following expenses and activities: social media campaigns, create a safe bike infrastructure video highlighting the City of Imperial Beaches bikeways, create citywide safety and wayfinding messaging, host walking field trips, participating in bike anywhere day event, provide for a summer skate rink bike valet, and develop an intersection daylighting installation. The work would mainly be conducted by Circulate San Diego.

Request for Qualifications/Proposals (RFP/RFQ) Process

Following a Request for Qualifications/Proposals, advertised on November 7, 2024, and November 14, 2024, the City received a proposal from Circulate San Diego. The Service Provider Agreement was negotiated on the basis of Circulate San Diego's demonstrated competence and qualifications for the services to be provided.

Circulate San Diego

Circulate San Diego is the fictitious business name of WalkSanDiego, a 501(c)(3) nonprofit organization created in 2014 by the merger of Walk San Diego and Move San Diego. While working in the same neighborhoods toward similar goals, the organizations saw an opportunity to better serve the San Diego region by coming together to advocate for better transportation and more sustainable land use choices in the communities. Circulate San Diego often partners with local governments, school districts, private planning firms, and other nonprofits to create planning and community engagement programs. Their work includes Safe Routes to School projects, community workshops, civic engagement activities, pedestrian safety training, and the development of transportation planning documents.

ENVIRONMENTAL DETERMINATION:

The activity is not a "Project" as defined under Section 15378 of the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c)(3) no environmental review is required.

FISCAL IMPACT:

FISCAL YEAR:	2025/2026
BUDGETED:	No
BUDGET AMENDMENT	Yes
ACCOUNT NO(S):	214-0000-334.5003 (Federal Grants Revenue) 214-1230-413.2006 (Professional Services)
PROJECT NO(S):	GRT089
FISCAL ANALYSIS:	Accept and appropriate \$73,100 in expenditures and federal grant fund revenue for a "net zero" effect.

CURRENT BUDGET: \$0

**ANTICIPATED
EXPENDITURE: \$73,100**

ATTACHMENTS:

- ATT 1 - Resolution No. 2024-089
- ATT 2 - OTS Grant Agreement PS25028
- ATT 3 - WalkSanDiego Services Provider Agreement

RESOLUTION NO. 2024-089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, TO ACCEPT AND APPROPRIATE \$73,100 IN GRANT FUNDS FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR A PEDESTRIAN AND BICYCLE SAFETY PROGRAM AND APPROVE AN AGREEMENT WITH CIRCULATE SAN DIEGO TO ADMINISTER THE PROGRAM

WHEREAS, the City of Imperial Beach has been awarded \$73,100 in grant funding from the California Office of Traffic Safety for the Pedestrian and Bicycle Safety Program; and

WHEREAS, the goal of the Pedestrian and Bicycle Safety Program is to reduce the number of fatalities and injuries resulting from crashes involving pedestrians and bicyclists; and

WHEREAS, the City of Imperial Beach advertised a Request for Qualifications/Proposals on November 7, 2024 and November 14, 2024 and received a proposal from a qualified services provider; and

WHEREAS, after a thorough evaluation of the proposal and interview of the applicant, staff is recommending that the City select WalkSanDiego, doing business as Circulate San Diego assist the City in developing and administering the grant related projects; and

WHEREAS, WalkSanDiego, doing business as Circulate San Diego, is a 501(c)(3) nonprofit organization created in 2014 that partners with local governments, school districts, private planning firms, and other nonprofits to create planning and community engagement programs; and

WHEREAS, the City of Imperial Beach and Circulate San Diego negotiated an Agreement for Professional Services on the basis of Circulate San Diego's demonstrated competence and qualifications for the services to be provided; and

WHEREAS, throughout the one-year grant period of October 1, 2024, to September 30, 2025, the City of Imperial Beach will coordinate with Circulate San Diego to assist with fulfilling the goals of the grant; and

WHEREAS, the grant funds provided by the California Office of Traffic Safety will completely offset the total costs of this program.

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 City Manager, or designee, is authorized to accept the State of California Office of Traffic Safety Grant Agreement PS25028, between the City and California Office of Traffic Safety, in the form presented.
3. The City Manager, or designee, is authorized to execute the Services Provider Agreement, between the City and WalkSanDiego, doing business as Circulate San Diego, in the form presented, or with such minor modifications as may be required or approved by the City Attorney.
4. The Finance Director is authorized to amend the budget and increase expenses in account number 214-1230-413.2006 (Professional Services) as well as revenues in account 214-0000-334.5003 (Federal Grants) in the amount of \$73,100 for the State of California Office of Traffic Safety Grant Agreement PS25028, project number GRT089.
5. The Finance Director is authorized to add these funds and track the expenses for the State of California Office of Traffic Safety Grant Agreement PS25028.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 2024, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

PALOMA AGUIRRE, MAYOR

ATTEST:

JACQUELINE M. KELLY, MMC
CITY CLERK

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PS25028

1. GRANT TITLE Pedestrian and Bicycle Safety Program	
2. NAME OF AGENCY Imperial Beach	3. Grant Period From: 10/01/2024 To: 09/30/2025
4. AGENCY UNIT TO ADMINISTER GRANT Imperial Beach Community Development Department	
5. GRANT DESCRIPTION <p>Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving pedestrians and bicyclists. The funded strategies may include classroom education, bicycle rodeos, community events, presentations, and workshops. These countermeasures should be conducted in communities with high numbers of pedestrian and/or bicycle related crashes including underserved communities, older adults, and school-aged children. Coordinated efforts such as Safe Routes to School initiatives, Safe System Approach, and working with community based organizations are highly encouraged to prevent fatalities and injuries of vulnerable non-motorized road users. Focus area will include a robust education campaign with community messaging to all road users on how to engage with bike facilities, share the road, and travel safely.</p>	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$73,100.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> Schedule A – Problem Statement, Goals and Objectives and Method of Procedure Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) Exhibit A – Certifications and Assurances Exhibit B* – OTS Grant Program Manual Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: Tony Rolfe TITLE: Housing & Neighborhood Services Manager EMAIL: trolfe@imperialbeachca.gov PHONE: (619) 679-2932 ADDRESS: 825 Imperial Beach Boulevard Imperial Beach, CA 91932 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Tyler Foltz City Manager tfoltz@imperialbeachca.gov (619) 423-8303 825 Imperial Beach Boulevard Imperial Beach, CA 91932 _____ (Signature) (Date)
C. FISCAL OFFICIAL ADDRESS: Lily Flyte Finance Director lflyte@imperialbeachca.gov (619) 628-1361 825 Imperial Beach Boulevard Imperial Beach, CA 91932 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

DRAFT

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: GNT4E3BGXPB6 REGISTERED ADDRESS: 825 Imperial Beach Blvd. CITY: Imperial Beach ZIP+4: 91932-2702
--	--

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405g PS-	20.616	0521-0890-101	2023	12/23	BA/23	\$15,738.00
405g PS-25	20.616	0521-0890-101	2024	22/24	BA/24	\$57,362.00
				AGREEMENT TOTAL		\$73,100.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$73,100.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$73,100.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

DRAFT

1. PROBLEM STATEMENT

With over 26,000 residents as well as regionally acclaimed beaches, open spaces, businesses, and restaurants drawing over 400,000 visitors annually, the city of Imperial Beach is inundated by a dynamic mix of intermodal interactions between pedestrians, bicyclists, drivers, and transit riders. The nearby Palm Avenue Station is a hub for the MTS Blue Line trolley, and the city itself is serviced by bus routes 901, 933, 934, and rapid bus route 227. The City of Imperial Beach is also a regional leader in implementing state-of-the-art bicycle infrastructure, including the Bayshore Bikeway, the Bikeway Village development, and the upcoming Border to Bayshore bikeway. Increasing public awareness, educational efforts, and community involvement will serve as some of the most effective tools available to improve safety for all road users and reduce tragedies related to bicycle- and pedestrian-involved traffic crashes.

According to the latest OTS crash rankings, the city of Imperial Beach ranks 12th highest (out of 93 same-size cities in the state) for pedestrian crashes in general, 19th highest for bicycle crashes in general, and 22nd highest for bicycle crashes involving children 15 or under. The City's crash data underscores the need for bicycle and pedestrian safety education, reporting that a significant number of pedestrians and bicyclists are hit by drivers and injured or killed each year, experiencing an unfortunate increase in the number of these incidents. In 2021, Imperial Beach had an increase in the number of crashes resulting in pedestrian or bicyclist casualties with 16 victims, which is a 100 percent increase, compared to 8 victims in 2020. The City of Imperial Beach previously had not had a fatal pedestrian-involved crash since 2020 and had not had a fatal bicyclist-involved crash since 2018. Regardless, the number of crashes and injuries remains substantial. In response to these problems, the City of Imperial Beach plans to support efforts to conduct regular safety education and encouragement events and reinforce positive behaviors to make sure the environment is safe for our most vulnerable road users, such as pedestrians, bicyclists, skateboarders, scooter riders, and transit riders.

Between 2020 and 2022, there were 32 crashes resulting in injury or death for pedestrians and bicyclists within the City of Imperial Beach. Due to these crashes, 23 pedestrians were harmed, one fatally, and 10 bicyclists were injured. Additionally, it is pertinent to note that, of these crash victims, 11 were over the age of 55 and five were age 15 or under. Routes with numerous crashes include 13th Street, 9th Street, Connecticut Street, Georgia Street, Imperial Beach Boulevard, Palm Avenue, and Seacoast Drive.

The City of Imperial Beach is committed to making every effort possible to equitably improve the safety of multimodal traffic interactions in and around the city. We will reach out to underserved populations and vulnerable road users to get them engaged with our safety education events and ultimately improve multimodal traffic safety.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of pedestrians killed under age 15 in traffic crashes.
6. Reduce the number of pedestrians injured under age 15 in traffic crashes.
7. Reduce the number of pedestrians killed over age 65 in traffic crashes.
8. Reduce the number of pedestrians injured over age 65 in traffic crashes.
9. Reduce the number of bicyclists killed in traffic crashes.
10. Reduce the number of bicyclists injured in traffic crashes.
11. Reduce the number of bicyclists under age 15 killed in traffic crashes.
12. Reduce the number of bicyclists under age 15 injured in traffic crashes.
13. Increase bicycle helmet usage.

B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be

Target Number

1

emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	
2. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.	4
3. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need, during bicycle rodeos, presentations, workshops, trainings, and community events to increase safety and visibility. Report quarterly on pedestrian/bicycle safety items distributed.	1
4. Develop bicycle and pedestrian safety educational materials to be distributed during classroom presentations, workshops, and community events. Submit materials to PIO for approval and upload approved material.	1
5. Hold quarterly meetings with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources.	4
6. Conduct community engaged bicycle and/or walk audits at locations identified to have a high incidence of pedestrian and/or bicycle fatal or serious injury traffic crashes or "near misses".	3
7. Execute subcontracts referenced in the budget. Prior to finalizing the subcontract, grantee should work with the OTS to ensure all costs in the sub contract are allowable. Upon execution of subcontract, upload a copy of the subcontract and request a revision to the grant budget to add new budget line items for associated costs under contractual services. If not yet executed, provide ETA.	1
8. Conduct Bike Anywhere Day pop-ups at two (2) locations in Imperial Beach during the first two weeks of May to promote the upcoming event. Helmet fittings will be conducted and ped/bike safety items and educational materials will be disseminated to ensure prospective participants are able to ride safely on the day of the event. Bike Anywhere Pit-Stops will be hosted adjacent to heavily trafficked bike routes and will include expanded opportunities for play, art, and education. Temporary parklets, remote-controlled traffic calming courses, and informational boards will showcase how streets can be repurposed to support safe active transportation. The objective is to engage at least 300 people. When reporting, include dates/locations, and potential number of individuals reached at each event.	3
9. Conduct a Citywide Safety and Wayfinding Messaging campaign to identify up to 20 campus locations where informational messaging about safety, good user behavior, wayfinding, and sharing the road can be sited. Messaging will include information for all user types, including those who walk, roll, bike, skateboard, scooter, and drive, with a series of 23" x 36" boards to be developed and distributed across Imperial Beach locations selected based on existing travel patterns in addition to crash data and known areas of near misses. The objective is for at least 1,000 people to be reached as part of this campaign. When reporting, include locations, potential number of individuals reached, and a short summary of key transportation and/or safety concerns addressed at each location.	1
10. Conduct Quick-Build Intersection Daylighting Installation Demonstrations, supporting the design/installation of short-term infrastructure used to demonstrate compliance with the new AB413 Daylighting Bill, to include four (4) removable bollards with an embedment sleeve installed at appropriate locations across the city of Imperial Beach. The objective is to reach at least 100 people during one-day demonstrations, and significantly more, if installed for a longer duration. When reporting, include date/location, potential number of individuals impacted, and a short summary of key transportation and/or safety concerns addressed at each location.	4
11. Publish a Safe Bike Infrastructure Video detailing Imperial Beach's bike facilities and how multiple road users can express safe user behaviors while engaging with them and sharing the road. The video will include closed captioning and have a Spanish-speaking version available to ensure users of all ages and abilities can benefit from the messaging. Content will be publicly screened at a community	1

viewing event, feedback will be gathered from residents, and ped/bike safety items and educational materials will be distributed to those in need, then the video will be hosted publicly on an online platform. The objective is for at least 500 people to be reached. When reporting, include actual/potential number of individuals reached and a short summary of key transportation issues discussed.

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

State of California – Office of Traffic Safety
GRANT AGREEMENT
 Schedule B

GRANT NUMBER
PS25028

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
405g PS-25	20.616	Nonmotorized Safety Grants	\$73,100.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					\$0.00
Category Sub-Total					\$0.00
B. TRAVEL EXPENSES					
					\$0.00
					\$0.00
Category Sub-Total					\$0.00
C. CONTRACTUAL SERVICES					
Pedestrian/Bicycle Safety Education Consultant		405g PS-25	\$70,600.00	1	\$70,600.00
Category Sub-Total					\$70,600.00
D. EQUIPMENT					
					\$0.00
Category Sub-Total					\$0.00
E. OTHER DIRECT COSTS					
					\$0.00
Category Sub-Total					\$0.00
F. INDIRECT COSTS					
10% of Modified Total Direct Costs		405g PS-25		1	\$2,500.00
Category Sub-Total					\$2,500.00
GRANT TOTAL					\$73,100.00

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES Pedestrian/Bicycle Safety Education Consultant - The Imperial Beach Community Development Department will seek a contractor to assist with fulfilling the goals and objectives of this grant. Work rendered for the Pedestrian and Bicycle Safety Education Program will include the following expenses: fees to perform multilingual services such as grant-funded virtual and on-bike traffic safety education courses, community outreach, bike rides, walks and traffic safety item distributions at community events. Prior to finalizing the subcontract, grantee will work with OTS to ensure the subcontract budget and all costs allowable. Upon execution of subcontract, grantee will provide a copy of the subcontract to OTS and will request a grant budget revision to include the associated costs of the subcontract in the grant budget as a prerequisite for claiming these costs.
EQUIPMENT -
OTHER DIRECT COSTS -
INDIRECT COSTS 10% of Modified Total Direct Costs - 10% de minimus up to the first \$25,000 of each subaward. 2 CFR Part 200.
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d et seq.](#), 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 *et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

10/23/2024 11:50:14 AM

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—
PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

DRAFT

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PS25028
Agency Name:	Imperial Beach Community Development Department
Grant Title:	Pedestrian and Bicycle Safety Program
Agreement Total:	\$73,100.00
Authorizing Official:	Tyler Foltz
Fiscal Official:	Lily Flyte
Grant Director:	Tony Rolfe

CURRENT GEMS USER(S)

1. Tony Rolfe

Title: Housing & Neighborhood Services Manager

Media Contact: No

Phone: (619) 679-2932

Email: trolfe@imperialbeachca.gov

DRAFT

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/> Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name	Job Title
Email address	Phone number
Form completed by:	Date:
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
Signature	Name
	Grant Director
Date	Title

**CITY OF IMPERIAL BEACH
SERVICES PROVIDER AGREEMENT
WITH WALKSANDIEGO**

**TO ADMINISTER THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM
FUNDED BY THE CALIFORNIA OFFICE OF TRAFFIC SAFETY GRANT PS25028**

This Agreement is entered into and effective as of November__, 2024 (“Effective Date”) by and between the City of Imperial Beach, a California municipal corporation (“City”) and **WALKSANDIEGO**, a California nonprofit public benefit corporation doing business as Circulate San Diego (“Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the City has been awarded \$73,100 grant funding from the California Office of Traffic Safety for the Pedestrian and Bicycle Safety Program; and

WHEREAS, throughout the one-year grant period of October 1, 2024, to September 30, 2025, the City will coordinate with Service Provider to assist with fulfilling the goals of the grant; and

WHEREAS, this Agreement was negotiated on the basis of Service Provider’s demonstrated competence and qualifications for the services to be provided; and

WHEREAS, in order to procure these services, Service Provider was chosen based on their unique knowledge, skills and ability not available from other sources; on this basis, Service Provider was awarded the contract on a “single/sole source” basis under the authority of Imperial Beach Municipal Code sections 3.04.120 (C), 3.04.160 (B) and 3.04.160 (G); and

WHEREAS, Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Service Provider agrees to perform the services and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Service Provider, from time to time, reduce the Required Services to be performed by the Service Provider under this Agreement. Upon doing so, the City and the Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Service Provider provide additional services related to the Required Services (“Additional Services”). If so, the City and the Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 5 indicates the need for the Service Provider to provide additional security for performance of its duties under this Agreement, Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City.

1.7 Compliance with Laws. In its performance of the Required Services, Service Provider shall comply with any and all applicable federal, state and local laws, including the Imperial Beach Municipal Code.

1.8 Business License. Prior to commencement of work, the Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, the Service Provider shall submit for City's information and approval, a list of any and all subcontractors to be used by Service Provider in the performance of the Required Services. Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Service Provider under this Agreement, Service Provider shall ensure that each and every subcontractor carries out the Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Service Provider's commencement of the Required Services hereunder, and shall terminate, subject to Sections 6.1 and 6.2 of this Agreement, when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line-item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, the City shall pay the Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At the City's discretion, invoices not submitted timely may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon the City's review and determination of Project Completion, the holdback amount will be issued to the Service Provider.

2.5 Reimbursement of Costs. The City may reimburse the Service Provider's out-of-pocket costs incurred by Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Service Provider shall be responsible for any and all out-of-pocket costs incurred by Service Provider in the performance of the Required Services.

2.6 Exclusions. The City shall not be responsible for payment to Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of the Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Service Provider understands and agrees that payment to the Service Provider or reimbursement for any Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Service Provider of the terms of this Agreement. If the City determines that the Service Provider is not entitled to receive any amount of compensation already paid, City will notify Service Provider in writing and Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Service Provider must include all sub-Service Providers/sub- contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. The City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by the City's Risk Manager. The general liability additional insured coverage must be provided in the form of an endorsement to the Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by the Service Provider and in no way relieves the Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

- a. The "Retro Date" must be shown and must be before the date of this Agreement or the beginning of the work required by this Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.
- d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Service Provider shall timely and fully protect, defend, reimburse, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or

claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Service Provider's obligations under this Section 4 is Service Provider's obligation to defend, at Service Provider's own cost, expense and risk, and with counsel approved in writing by City, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Service Provider's Obligations Not Limited or Modified. Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Service Provider. Furthermore, Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. The Service Provider agrees to pay any and all costs and fees the City incurs in enforcing Service Provider's obligations under this Section 4.

4.6 Survival. Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Imperial Beach Conflict of Interest Code require certain government officials and Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Service Provider is required to file a Form 700, Service Provider warrants and represents that it has disclosed to City any economic interests held by Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Service Provider, to solicit or secure this Agreement. Further, Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Service Provider or Service Provider's

subcontractors. Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Service Provider. Such notice shall identify the Default and the Agreement termination date. If Service Provider notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Service Provider shall immediately provide City any and all “Work Product” (defined in Section 7 below) prepared by Service Provider as part of the Required Services. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Service Provider may be entitled to compensation for work satisfactorily performed prior to Service Provider’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Service Provider shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Imperial Beach Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Service Provider agrees that it is subject to personal jurisdiction in California. If Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Service Provider irrevocably consents to service of process on Service Provider by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. COMPLIANCE WITH FEDERAL LAWS

The Service Provider certifies, by way of signature on the signature page, that the Service Provider will comply with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect during the Term of this Agreement as set forth in Section 1.10.

Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.all;
- All Federal statutes and implementing regulations relating to nondiscrimination;
- 2 CFR parts 180 and 1200;
- 48 CFR part 9, subpart 9.4;
- The Drug-Free Workplace Act Of 1988 (41 U.S.C. 8103);
- The Hatch Act (5 U.S.C. 1501-1508); and
- Buy America requirement (23 U.S.C. 313).

9. GENERAL PROVISIONS

9.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

9.2 Assignment. City would not have entered into this Agreement but for Service Provider's unique qualifications and traits. Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

9.3 Authority. The person(s) executing this Agreement for Service Provider warrants and represents that they have the authority to execute same on behalf of Service Provider and to bind Service Provider to its obligations hereunder without any further action or direction from Service Provider or any board, principle or officer thereof.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

9.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

9.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Service Providers.

9.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

9.8 Independent Contractor. Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, or agents ("Service Provider Related Individuals"), except as set forth in this Agreement. No Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Service Provider Related Individuals; instead, Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Service Provider shall not at any time or in any manner represent that it or any of its Service Provider Related Individuals are employees or agents of City. Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

9.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

9.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

(End of page. Next page is signature page.)

DRAFT

SIGNATURE PAGE CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

WALKSANDIEGO

CITY OF IMPERIAL BEACH

BY: _____
JEREMY BLOOM
Chief Operating and Development Officer

BY: _____
TYLER FOLTZ
City Manager

ATTEST

BY: _____
JACQUE KELLY, MMC City Clerk

APPROVED AS TO FORM

BY: _____
JENNIFER M. LYON
City Attorney

DRAFT

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

- A.** City Contract Administration:
Tony Rolfe, Housing and Neighborhood Services Manager
825 Imperial Beach Blvd., Imperial Beach, CA 91932
Phone (619) 679-2932
trolfe@imperialbeachca.gov

For Legal Notice Copy to:
City of Imperial Beach City Attorney
Jennifer M. Lyon, Esq.
c/o McDougal, Boehmer, Foley, Lyon, Mitchell & Erickson
8100 La Mesa Boulevard, Suite 200, La Mesa, CA 91942
jlyon@mcdougallawfirm.com

- B.** Service Provider Contract Administration: Circulate San Diego
233 A Street, Suite 2016, San Diego, CA 92101
Phone (619) 841-2258
jbloom@circulatesd.org

For Legal Notice Copy to:
Jeremy Bloom, Chief Operating and Development Officer, same as above

2. Required Services

- A.** General Description:

Service Provider WalkSanDiego doing business as Circulate San Diego to administer the Pedestrian and Bicycle Safety Program funded by California Office of Traffic Safety Grant # PS25028.

- B.** Detailed Description:

Service Provider WalkSanDiego doing business as Circulate San Diego will meet the following objectives:

Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, for approval 7 days prior to the issuance date of the release.
2. Participate in the following campaigns: National Walk to School Day, National Bicycle Safety Month, California's Pedestrian Safety Month and National Pedestrian Safety Month.

3. Distribute pedestrian/bicycle safety items at no cost to youth or community members in need, during bicycle rodeos, presentations, workshops, trainings, and community events to increase safety and visibility. Report quarterly on pedestrian/bicycle safety items distributed.
4. Develop bicycle and pedestrian safety educational materials to be distributed during classroom presentations, workshops, and community events. Submit materials to PIO for approval and upload approved material.
5. Hold four (4) meetings, once per quarter, with countywide pedestrian and/or bicycle safety stakeholders to collaborate on events, share best practices, and leverage resources.
6. Conduct three (3) community engaged bicycle and/or walk audits at locations identified to have a high incidence of pedestrian and/or bicycle fatal or serious injury traffic crashes or "near misses."
7. Conduct Bike Anywhere Day pop-ups at two (2) locations in Imperial Beach during the first two weeks of May to promote the upcoming event. Helmet fittings will be conducted and ped/bike safety items and educational materials will be disseminated to ensure prospective participants are able to ride safely on the day of the event. Bike Anywhere Pit-Stops will be hosted adjacent to heavily trafficked bike routes and will include expanded opportunities for play, art, and education. Temporary parklets, remote-controlled traffic calming courses, and informational boards will showcase how streets can be repurposed to support safe active transportation. The objective is to engage at least 300 people. When reporting, include dates/locations, and potential number of individuals reached at each event.
8. Conduct a Citywide Safety and Wayfinding Messaging campaign to identify up to 20 campus locations where informational messaging about safety, good user behavior, wayfinding, and sharing the road can be sited. Messaging will include information for all user types, including those who walk, roll, bike, skateboard, scooter, and drive, with a series of 23" x 36" boards to be developed and distributed across Imperial Beach locations selected based on existing travel patterns in addition to crash data and known areas of near misses. The objective is for at least 1,000 people to be reached as part of this campaign. When reporting, include locations, potential number of individuals reached, and a short summary of key transportation and/or safety concerns addressed at each location.
9. Assist/consult with the City with four (4) Quick-Build Intersection Daylighting Installation Demonstrations, supporting the design/installation of short-term infrastructure used to demonstrate compliance with the new AB413 Daylighting Bill, to include four (4) removable bollards with an embedment sleeve installed at appropriate locations across the city of Imperial Beach. The objective is to reach at least 100 people during one-day demonstrations, and significantly more, if installed for a longer duration. When reporting, include date/location, potential number of individuals impacted, and a short summary of key transportation and/or safety concerns addressed at each location.
10. Publish a Safe Bike Infrastructure Video detailing Imperial Beach's bike facilities and how multiple road users can express safe user behaviors while engaging with them and sharing the road. The video will include closed captioning and have a Spanish-speaking version available to ensure users of all ages and abilities can benefit from the messaging. Content will be publicly screened at a community viewing event, feedback will be gathered from residents, and ped/bike safety items and educational materials will be distributed to those in need, then the video will be hosted publicly on an online platform. The objective is

for at least 500 people to be reached. When reporting, include actual/potential number of individuals reached and a short summary of key transportation issues discussed

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin October 1, 2024, and end on September 30, 2025 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

☒ Time and Materials. For performance of the Required Services by Service Provider as identified in Section 2.B., above, City shall pay Service Provider for the productive hours of time spent by Service Provider in the performance of the Required Services.

B. Reimbursement of Costs

☒ None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Service Provider for services performed through September 30, 2025 shall not exceed \$70,600.

5. Special Provisions:

- ☐ Permitted Sub-Service Providers: None
- ☐ Security for Performance: Not Applicable
- ☐ Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for Insert Number of Terms additional terms, defined as a one-year increment or Enter a Specific Date. if applicable. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to Insert Percentage of Increase or Actual Dollar Amount for each extension. The City shall give written notice to Service Provider of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

☒ None

EXHIBIT B
INSURANCE REQUIREMENTS

Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	<p>\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit</p> <p>Additional Insured Endorsement or Blanket AI Endorsement for City*</p> <p>Waiver of Recovery Endorsement</p>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	<p>\$1,000,000 each accident</p> <p>\$1,000,000 disease policy limit</p> <p>\$1,000,000 disease each employee Waiver of Recovery Endorsement</p>

Other Negotiated Insurance Terms: NONE

EXHIBIT C
CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Imperial Beach Conflict of Interest Code² (“Code”) require designated state and local government officials, including some Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Service Providers designated to file Form 700 are also required to comply with certain ethics training requirements.³

☒ A. Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**⁴ from disclosure.

☐ B. Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
		A. Full Disclosure B. Limited Disclosure (<i>select one or more of the categories under which the Contractor shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input checked="" type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619) 423-8616, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Imperial Beach Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Tony Rolfe

¹ Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

² Imperial Beach Municipal Code Chapter 2.56 Conflict of Interest.

³ Cal. Gov. Code §§53234, *et seq.*

⁴ CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

EXHIBIT D
CONSULTANT LEVINE ACT DISCLOSURE

California Government Code section 84308, commonly referred to as the Levine Act, prohibits any City of Imperial Beach Officer (“Officer”) from taking part in decisions related to a contract if the Officer received a political contribution totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

- ☐ A. The Levine Act (Govt. Code §84308) DOES NOT apply to this Agreement.
- ☒ B. The Levine Act (Govt. Code §84308) does apply to this Agreement and the required disclosure is as follows:

Current Officers can be located on the City of Imperial Beach’s websites below:

- Mayor & Council - <https://www.imperialbeachca.gov/175/Office-of-Mayor-and-City-Council>
- City Attorney - <https://www.imperialbeachca.gov/directory.aspx?EID=8>
- Planning Commissioners – <https://www.imperialbeachca.gov/391/Boards-Committees>
- Candidate for Elected Office – <https://www.imperialbeachca.gov/201/Election-2024>

1. Have you or your company, or any agent on behalf of you or your company, made political contributions totaling more than \$250 to any Officer in the 12 months preceding the date you submitted your proposal, the date you completed this form, or the anticipated date of any Council action related to this Agreement?

YES: ☐ If yes, which Officer(s): Click or tap here to enter text. NO: ☒

2. Do you or your company, or any agent on behalf of you or your company, anticipate or plan to make political contributions totaling more than \$250 to any Officer in the 12 months following the finalization of this Agreement or any Council action related to this Agreement?

YES: ☐ If yes, which Officer(s): Click or tap here to enter text. NO: ☒

Answering yes to either question above may not preclude the City of Imperial Beach from entering into or taking any subsequent action related to the Agreement. However, it may preclude the identified Officer(s) from participating in any actions related to the Agreement. 5 “Officer” means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. GC § 84308

December 4, 2024

ITEM TITLE: RESOLUTION 2024-090 APPROVING THE CALENDAR AND SETTING THE TIME FOR REGULAR CITY COUNCIL MEETINGS FOR 6:00 P.M. FOR THE YEAR 2025. (0410-95)

ORIGINATING DEPARTMENT:

City Clerk

EXECUTIVE SUMMARY:

Annually at the end of the calendar year, the City Council adopts the calendar and sets the time for Regular City Council meetings and any Special City Council Workshops for the following year.

RECOMMENDATION:

That the City Council adopt Resolution 2024-90 (Attachment 1) approving the calendar (Exhibit A) and setting the time for Regular City Council meetings for 6:00 p.m. for the year 2025. The calendar will also include scheduled Special City Council Workshops with a start time to be determined.

OPTIONS:

- Adopt Resolution No. 2024-090 approving the calendar and setting the start time for Regular City Council meetings for 6:00 p.m. for the year 2024; or
- Do not adopt Resolution 2024-090, request additional information, and an additional report.

BACKGROUND/ANALYSIS:

According to Imperial Beach Municipal Code §2.12.040.A and City Council Policy 1.1, unless otherwise specified by resolution, the City Council must hold regular meetings on the first and third Wednesdays of each month at an hour to be set by resolution. Additionally, the City Council has historically adopted the meeting calendar for the upcoming year after review of potential meeting schedule conflicts.

Upon review of the holiday and conference schedules for the year 2025, staff recommends cancellation of the following Regular City Council meetings:

- **February 5** due to the League of California Cities City Manager's Conference;
- **May 7** due to scheduling conflicts
- **July 2** due to the 4th of July holiday;
- **July 16** due to the City Council going dark in the summer; and
- **December 17** historically the City Council does not schedule a meeting on the third Wednesday of December unless required for urgent City business.

Staff further recommends cancellation of the **January 7, 2026**, Regular City Council meeting due to the December 2025 holiday closure. Additionally, if there are scheduling conflicts or are no significant business items to be considered by the City Council, staff requests that authority be granted to the City Clerk to cancel Regular City Council meetings upon approval of the Mayor and City Manager. Furthermore, the City Clerk has the authority to schedule a Closed Session Meeting prior to or immediately following the Regular Meeting upon approval of the Mayor and City Manager. Any routine business will be considered at the next Regular City Council meeting.

Additionally, City Council Workshops have been scheduled for **March 26 and May 28**.

The workshops are special meetings and will be posted 24 hours in advance. The start times for the workshops have yet to be determined.

Please note that the January 1, 2025, Regular City Council Meeting was cancelled by previous City Council action taken on December 6, 2024.

ATTACHMENTS:

ATT 1 - Resolution 2024-090

ATT 2 - Exhibit A to Resolution 2024-090 – 2025 City Council Meeting Calendar

RESOLUTION NO. 2024-090**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING THE CALENDAR AND SETTING THE TIME FOR CITY COUNCIL MEETINGS FOR THE YEAR 2025**

WHEREAS, according to Imperial Beach Municipal Code §2.12.040.A and City Council Policy 1.1, unless otherwise specified by resolution, the City Council must hold regular meetings on the first and third Wednesdays of each month at an hour to be set by resolution; and

WHEREAS, the City Council has historically reviewed potential meeting schedule conflicts prior to adopting the upcoming City Council meeting calendar; and

WHEREAS, if there are scheduling conflicts or there are no significant business items to be considered, staff would request that authority be granted to the City Clerk to cancel City Council meetings upon approval of the Mayor and City Manager.

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

1. That regular City Council meetings shall begin at 6:00 p.m., and
2. That the following meetings are cancelled: **February 5, 2025, May 7, 2025, July 2, 2025, July 16, 2025, December 17, 2025, and January 7, 2026**, and
3. City Council Workshops are scheduled for **March 26, 2025 and May 28**. The workshops are special meetings and will be posted 24 hours in advance, with a start time to be determined.
4. That the 2025 City Council meeting calendar, attached hereto as **Exhibit A**, is hereby approved.
5. The City Clerk has the authority to cancel Regular City Council meetings upon approval of the Mayor and City Manager when there are scheduling conflicts or there are no significant items of business to present to the City Council.
6. The City Clerk has the authority to schedule a Closed Session Meeting prior to or immediately following the Regular Meeting upon approval of the Mayor and City Manager.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 2024, by the following vote:

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

PALOMA AGUIRRE, MAYOR

ATTEST:

JACQUELINE M. KELLY, MMC
CITY CLERK

Resolution No. 2024-090 - Exhibit A

2025 City of Imperial Beach City Council Meeting Calendar

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

 City Council Meetings 6:00 p.m.
 Friday Closures
 City Holiday / City Hall Closed
 City Council Workshop

December 4, 2024

ITEM TITLE: LOCAL APPOINTMENTS LIST. (0460-45)

ORIGINATING DEPARTMENT:

City Clerk

EXECUTIVE SUMMARY:

On or before December 31 of each year, the legislative body shall prepare the Local Appointments List in compliance with California Government Code §54972 and direct staff to post a copy of the list on the City's Internet Website in compliance with California Government Code §54973.

RECOMMENDATION:

That the City Council approves the Local Appointments List in compliance with California Government Code §54972 and directs staff to post a copy of the list on the City's Internet Web site in compliance with California Government Code §54973.

OPTIONS:

- Approve the Local Appointments List and direct staff to post a copy of the list on the City's Internet Web site in compliance with state law.
- Provide further direction to staff.

BACKGROUND/ANALYSIS:

The Legislature established 54970 et seq. of the Government Code, also known as "The Maddy Act," for the purpose of increasing public awareness of appointments to be made by any local government and providing local appointive powers access to a talent resource otherwise untapped.

California Government Code §54972 requires that on or before December 31 of each year, the legislative body shall prepare a Local Appointments List of all regular and ongoing boards, commissions and committees which are appointed by the legislative body of the local agency. The list shall contain the following information:

- (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.
- (b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

Below is a list of vacancies scheduled to occur in the year 2025. Any other vacancies that occur would be unscheduled and notices would be posted as the vacancies occur.

Design Review Board:

NAME	TITLE	DATE APPOINTED	TERM EXPIRATION
Miguel Beltran	Vice Chair	02/03/2021	3/31/2025
Chelsea Grace	Member	02/03/2021	3/31/2025
Lance Rogers	Member	02/03/2021	3/31/2025

Tidelands Advisory Committee:

NAME	TITLE	DATE APPOINTED	TERM EXPIRATION
Joseph James Ellis	Vice Chair	03/01/2017	3/31/2025
Tiffany Lavan	Member	02/03/2021	3/31/2025

Parks and Recreation Committee:

NAME	TITLE	DATE APPOINTED	TERM EXPIRATION
Vacant	Member	----	3/31/2025
Odette Gonzalez	Member	03/03/2021	3/31/2025
Jenni Nesbitt	Member	03/03/2021	3/31/2025
Jennifer Olsen-Bellis	Member	03/03/2021	3/31/2025

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

No fiscal impact associated with this report.

ATTACHMENTS:

ATT 1 - Local Appointments List 2025



**CITY OF IMPERIAL BEACH
LOCAL APPOINTMENTS LIST**

Pursuant to Government Code §54972, a Local Appointments List shall be prepared including regular and ongoing commissions whose members serve at the pleasure of the Imperial Beach City Council. Following is a list of local appointive offices containing the incumbent appointees; dates of appointment; dates terms expire.

DESIGN REVIEW BOARD COMMITTEE

Qualifications: All members of commissions, boards and committees of the city shall be residents of the city (IBMC §2.18.040).

Purpose: All members of the Design Review Board shall investigate, review and evaluate the design, layout and other features of proposed developments and take action, as appropriate, in accordance with the intent and purposes set forth in Chapter 19.83, Design Review (IBMC §2.31.030A).

NAME	TITLE	DATE APPOINTED	TERM EXPIRATION
Karl Bradley	Chair	04/06/2023	3/31/2027
Miguel Beltran	Vice Chair	02/03/2021	3/31/2025
Chelsea Grace	Member	02/03/2021	3/31/2025
Lance Rogers	Member	02/03/2021	3/31/2025
Ilia Voronchihin	Member	04/06/2023	3/31/2027

TIDELANDS ADVISORY COMMITTEE

Qualifications: All members of commissions, boards and committees of the city shall be residents of the city (IBMC §2.18.040).

Purpose: It shall be the duty of the committee to review all matters involving coastal and tidelands issues referred to the committee by resolution of the City Council or by the City Manager or his designee. The City Council may delegate particular issues or a general workplan for review and make recommendations within the time limits set out in the referring resolution by the City Council (IBMC §2.24.050).

NAME	TITLE	DATE APPOINTED	TERM EXPIRATION
Vacant	Member	----	3/31/2027
Joseph James Ellis	Vice Chair	03/01/2017	3/31/2025
John Keating	Member	04/06/2023	3/31/2027
Tiffany Lavan	Member	02/03/2021	3/31/2025
Lynne Fischer	Member	04/06/2023	3/31/2027

PARKS AND RECREATION COMMITTEE

ATTACHMENT 1

Qualifications: The Parks and Recreation Committee shall consist of five (5) members appointed in accordance with Chapter 2.18 of the Imperial Beach Municipal Code. Although there is no specific selection criteria the Mayor will consider the following in the identification of potential members for consideration:

- A cross section of the community should be represented including youth and senior populations, active and passive recreation enthusiasts, and individuals familiar with recreation programming and community resources.

(IBMC §2.32.020)

Purpose: The Parks and Recreation Committee shall meet at least on a quarterly basis and will act in a purely advisory capacity to the City Council. The stated and primary function of the Committee is to expand and enhance the recreational opportunities for the residents of Imperial Beach. In order to accomplish the identified task, the Chair of the Committee will provide, on at least a quarterly basis or as directed by the City Council, suggestions and recommendations to the City Council in relation to the following:

1. A review of the sports and recreational programs in Imperial Beach in an effort to encourage increased participation levels, high quality volunteers, relevant and effective programming, efficient use of municipal resources and other issues related to the sports and recreational programs.
2. A review of the condition and maintenance of municipal sports and recreational facilities and recommendations for capital improvements, new or additional facilities, and proper maintenance of existing facilities.
3. The efforts to seek funding through federal, state and local grants, sports and recreation foundations, community contributions, charitable donations, and endowment funding opportunities.
4. Opportunities to expand the parks and recreation opportunities in Imperial Beach and surrounding areas. The efforts to seek partnerships and collaboration with organizations that provide amenities that Imperial Beach cannot efficiently or realistically provide to its residents.
5. The efforts to take a holistic approach to parks and recreation that encourage activities for all ages and income levels, physical abilities, and interests.
6. Strategies to expand beyond typical sports activities to include non-traditional sports, non-sporting activities and all forms of recreation and relaxation.
7. The efforts to seek and provide a positive alternative for the use of spare time. Efforts to recognize that an effective parks and recreation program is a necessity for a healthy community, not simply a luxury. (Parks and Recreation Bylaws)

NAME	TITLE	DATE APPOINTED	TERM EXPIRATION
Vacant	Member	----	3/31/2025
Vacant	Member	----	3/31/2027
Veronica Archer	Member	02/19/20	3/31/2027
Karl Bradley	Member	02/19/20	3/31/2027
Odette Gonzalez	Member	03/03/2021	3/31/2025
Jenni Nesbitt	Member	03/03/2021	3/31/2025
Jennifer Olsen-Bellis	Member	03/03/2021	3/31/2025

VETERANS AND MILITARY AFFAIRS COMMITTEE

ATTACHMENT 1

- Qualifications: Although there are no specific selection criteria, the Mayor will consider the following in the identification of potential members for consideration:
- A cross section of the community should be represented including veterans, active military personnel, and individuals familiar that work or have worked with military and veterans' programs and resources. (IBMC §2.26.20.A.a)
 - Notwithstanding Imperial Beach Municipal Code section 2.18.040, all members of the Veterans & Military Affairs Committee shall be residents of the city unless the City Council determines by a four-fifths (4/5) vote that a non-resident shall be appointed due to special expertise that is not available among resident candidates. No more than one non-resident shall serve on the Committee at one time. (IBMC §2.26.20F)

Purpose: The Veterans & Military Affairs Committee shall meet at least on a quarterly basis, or as needed, and will act in a purely advisory capacity to the City Council. The stated and primary function of the Committee is to provide advice and make recommendations to the City Council on issues affecting active duty and veterans and on matters which veterans have special areas of knowledge and expertise and to serve as information resource on issues related to military, veterans, and family members of military and veterans in the City of Imperial Beach. In order to accomplish the identified task, the Chair of the Committee will provide, on at least a quarterly basis or as directed by the City Council, suggestions and recommendations to the City Council in relation to the following:

1. Provide recommendations to the City Council on matters directly relating to military, veterans, and family members of military and veterans in the City of Imperial Beach.
2. Serve as an information resource to the City Council on matters directly relating to military, veterans, and family members of military and veterans in the City of Imperial Beach entitlement programs established by federal, state, or county legislation.
3. Promote and assist the City on Veteran's Day or Memorial Day observations and other City military recognition events.
4. Provide advice regarding matters of protocol with which military personnel and veterans are especially familiar, such as flag presentation, color guard procedures and other military and paramilitary procedures; and promote interest in flag etiquette and display and represent the City in providing notices of flag use violations.
5. Provide a forum to discuss issues relating to military, veterans, and family members of military and veterans in the City of Imperial Beach.
6. Coordinate individual City recognition programs for active duty military and veteran residents of the City who have achieved significant merit.
7. Attend meetings of, and report on actions affecting the city in matters related to active military, veterans, and family members of military and veterans.
8. Assist in the preservation and upkeep of the Veterans Park and other related matters.
9. Raise awareness for active military, veterans, and family members of military and veterans in our community.

NAME	TITLE	DATE APPOINTED	TERM EXPIRATION
John Haythe	Member	06/05/2024	3/31/2027
Madeline Foley	Member	06/05/2024	3/31/2027
Frank Martin	Member	06/05/2024	3/31/2027
Pan Phyu	Member	06/05/2024	3/31/2027
Thomas Pochedly	Member	06/05/2024	3/31/2027

December 4, 2024

ITEM TITLE: RESOLUTION 2024-091 TO AWARD A PROFESSIONAL SERVICES CONTRACT TO MICHAEL BAKER INTERNATIONAL TO PROVIDE AS-NEEDED ENGINEERING SERVICES TO THE CITY. (0750-05)

ORIGINATING DEPARTMENT:

Public Works

EXECUTIVE SUMMARY:

Resolution 2024-091 (Attachment 1) awards a professional services contract to Michael Baker International, (MBI) to provide as-needed engineering services to the City of Imperial Beach through December 3, 2027 for an annual not to exceed cost of \$350,000. The contract contains an option to extend the term for an additional two years.

RECOMMENDATION:

City Council adopt Resolution No. 2024-091 awarding a professional service agreement for as-needed engineering services to Michael Baker International for an initial three (3) year term with an option to renew the agreement for two (2) additional twelve (12) month periods for a maximum agreement total of five (5) years.

OPTIONS:

- Adopt Resolution 2024-091 awarding contract for as-needed engineering services to Michael Baker International or
- Provide direction to the City Manager to take a specific different action; or
- Request additional information and an additional report.

BACKGROUND/ANALYSIS:

The City's current engineering services contract expired after five years on November 20, 2024. On October 3, 2024, staff issued a Request for Qualifications/Proposals (RFQ/P) for as-needed engineering services. The advertised RFQ/P has a scope of services that included the following categories:

- A. General Administrative Functions
- B. Development Control
- C. Capital Projects
- D. Construction Management
- E. Other Services

Michael Baker International was the one proposal received. MBI's proposal was evaluated and the firm was interviewed by staff on 11/19/2024 and was found to be capable of providing the required services to the City. City staff recommends that Michael Baker International be retained to provide the breadth of as-needed engineering services to the City. MBI is recommended to be

retained and contracted to primarily provide general administrative, development control, final engineering of capital improvement projects and construction management services. Geoffrey Retemeyer of MBI is recommended to be retained as the designated City Engineer for Imperial Beach.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There are sufficient funds available in the FY2024-25 Operating and Capital Budget to cover the costs of these services. Various operations and maintenance budgets contain funding for technical services to address as-needed engineering costs, including the budgets for the Street Division, Sewer Division, Community Development Department, and the Capital Improvement Program.

ATTACHMENTS:

ATT 1 - Resolution No. 2024-091

RESOLUTION NO. 2024-091

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA,
TO AWARD A PROFESSIONAL SERVICES CONTRACT TO MICHAEL BAKER
INTERNATIONAL TO PROVIDE AS-NEEDED ENGINEERING SERVICES TO THE CITY**

WHEREAS, the City's current engineering services contract expired on November 20, 2024; and

WHEREAS, on October 3, 2024 staff issued a Request for Qualifications/Proposals (RFQ/P) for as-needed engineering services; and

WHEREAS, one proposal was received and evaluated by members of City staff; and

WHEREAS,. Michael Baker International (MBI) is recommended to provide general administrative functions, development control, final engineering of capital improvement projects and construction management services; and

WHEREAS, Geoffrey Retemeyer of MBI is recommended to be retained as the designated City Engineer for Imperial Beach; and

WHEREAS, sufficient funds are budgeted for as-needed engineering services within the FY2024-25 Operating and Capital 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 City Manager or designee is authorized to execute a professional services agreement with Michael Baker International, for an initial three (3) year term with an option to renew the agreement for two (2) additional twelve (12) month periods for a maximum agreement total of five (5) years, to provide as-needed engineering services for a not-to-exceed amount of \$350,000 effective December 5, 2024.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 2024, by the following vote:

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

PALOMA AGUIRRE, MAYOR

ATTEST:

JACQUELINE M. KELLY, MMC
CITY CLERK

December 4, 2024

ITEM TITLE: RECEIVE TREASURER'S REPORT FOR OCTOBER 2024. (0300-90)

ORIGINATING DEPARTMENT:

Finance

EXECUTIVE SUMMARY:

The City has funds invested by Chandler Asset Management, Local Area Investment Fund (LAIF), Chase (the City's operating account), a section 115 trust fund, and tax allocation reserve bonds. On a monthly basis a Treasurer's Report is submitted to the City Council listing cash flows and a summary of cash and investments. The attached Monthly Account Statement Report from Chandler Asset Management provides the investment analysis to include a portfolio summary, listing of assets, and monthly transactions. The attached Local Agency Investment Fund (LAIF) statement provides a listing of monthly transactions. Detailed investment information for LAIF can be found on the California State Treasurer's website (www.treasurer.ca.gov/pmia-laif/pmia).

RECOMMENDATION:

Staff recommends that the City Council receive and file the October 2024 Treasurer's Report.

OPTIONS:

- Receive and file the October 2024 Treasurer's Report.

BACKGROUND/ANALYSIS:

In accordance with the City's Investment Policy and Government Code Section 53646, the City Treasurer or designee submits to the City Council a monthly investment report (Treasurer's Report) with transactions and holdings as detailed in the attached Chandler Asset Management and LAIF investment reports. The Chandler Asset Management Report discloses the following information about the risk characteristics of the City's portfolio:

1. An asset listing showing par value, cost and accurate and complete market value of each security, type of investment, issuer, and interest rate;
2. Monthly transactions for the period;
3. A one-page summary report that shows: a) average maturity of the portfolio and modified duration of the portfolio; b) maturity distribution of the portfolio; c) average portfolio credit quality; d) time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months, year to date, and since inception compared to the Benchmark Index returns for the same periods;
4. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for the presence in the portfolio and a timetable for resolution;

5. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

All these categories are reflected on the attached Monthly Account Statement Report from Chandler Asset Management, the City's portfolio and investment management consultant. Details regarding LAIF investments can be found on the California State Treasurer website (www.treasurer.ca.gov/pmia-laif/pmia). 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 City has funds invested by Chandler Asset Management, Local Area Investment Fund (LAIF), Chase (the City's operating account), a section 115 trust fund, and tax allocation reserve bonds. As of the month ending October 31, 2024, the total market value of the City's investment portfolio equals \$33,781,781.58. The attached Treasurer's Report provides a statement of cash flows and cash and investments description.

ATTACHMENTS:

- ATT 1 - 2024.10 Treasurer's Report
- ATT 2 - 2024.10 Chandler Statement
- ATT 3 - 2024.10 LAIF Statement



**CITY OF IMPERIAL BEACH
TREASURER'S REPORT
Statement of Cash Flows
For the Month Ended
October 31, 2024**

ATTACHMENT 1

	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
GENERAL FUND					
101 - GENERAL FUND	15,631,214.59	458,466.04	3,012,849.78	2,554,383.74	\$ 16,089,680.63
103 - M&A DA FUND	642,947.74	97,605.31	149,482.62	51,877.31	740,553.05
105 - PEG FUND	46,802.37	-	-	-	46,802.37
					<u>16,877,036.05</u>
OTHER GOVERNMENT FUNDS					
201 - GAS TAX FUND	158,341.72	72,513.79	72,513.79	-	230,855.51
202 - PROP "A" (TRANSNET) FUND	(29,065.14)	(45,885.95)	9,024.45	54,910.40	(74,951.09)
207 - ROAD MTCE & REHAB (RMRA)	1,527,500.89	11,926.22	60,767.61	48,841.39	1,539,427.11
210 - CDBG-FEDERAL ASSISTANCE	(0.54)	-	116,708.07	116,708.07	(0.54)
212 - SLESF (COPS) FUND	(8,180.56)	96,482.92	113,163.91	16,680.99	88,302.36
214 - MISCELLANEOUS GRANTS FUND	1,691,492.93	(781,673.05)	7,164.14	788,837.19	909,819.88
401 - CAPITAL IMPROVEMENT FUND	686,592.31	(91,269.68)	4,740.61	96,010.29	595,322.63
420 - PARKS MAJOR MAINTENANCE CIP	1,217,395.03	(22,887.27)	19,000.00	41,887.27	1,194,507.76
					<u>4,483,283.62</u>
HOUSING AUTHORITY					
216 - HOUSING AUTHORITY	932,207.04	(2,695.00)	-	2,695.00	929,512.04
					<u>929,512.04</u>
SUCCESSOR AGENCY					
303 - REDEV OBLIG RETIRE FUND	593,387.52	(14,001.78)	-	14,001.78	579,385.74
					<u>579,385.74</u>
INTERNAL SERVICES					
501 - VEHICLE REPLACEMENT/MAINT	916,705.54	78,159.55	147,587.61	69,428.06	994,865.09
502 - RISK MANAGEMENT FUND	1,411,370.72	(17,281.49)	858.04	18,139.53	1,394,089.23
503 - TECHNOLOGY/COMMUNICATIONS	526,806.44	(149,379.88)	-	149,379.88	377,426.56
504 - FACILITY MAINT/REPLACEMENT	304,308.41	-	-	-	304,308.41
					<u>3,070,689.29</u>
SEWER FUND					
601 - SEWER ENTERPRISE FUND	4,848,518.08	(70,726.98)	66,440.15	137,167.13	4,777,791.10
					<u>4,777,791.10</u>
AGENCY FUNDS					
715 - ASSESSMENT DIST. #63 FUND	127,669.90	-	-	-	127,669.90
720 - ASSESSMENT DIST. #64 FUND	32,539.51	-	-	-	32,539.51
725 - ASSESSMENT DIST. #66 FUND	184,110.89	-	-	-	184,110.89
730 - ASSESSMENT DIST. #68 FUND	109,384.33	-	-	-	109,384.33
735 - ASSESSMENT DIST. #71 FUND	17,598.00	-	-	-	17,598.00
					<u>471,302.63</u>
GRAND TOTAL					<u><u>\$ 31,189,000.47</u></u>



**CITY OF IMPERIAL BEACH
TREASURER'S REPORT
Statement of Cash Flows
For the Month Ended
October 31, 2024**

ATTACHMENT 1

	Beginning				
CASH DEPOSIT ACCOUNTS	Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Chase - Checking (Operating)	(69,306.00)	388,395.35	2,549,343.38	2,160,948.03	\$ 319,089.35
Chandler Investments	23,395,324.14	106,647.15	106,647.15	-	23,501,971.29
LAIF	8,243,629.58	(875,689.75)	1,124,310.25	2,000,000.00	7,367,939.83
					\$ 31,189,000.47

Operating Bank Reconciliation

General Ledger Balance	319,089.35
Outstanding Checks/Deposits/Adjustments	\$1,084,654.66
Statement Balance	\$1,403,744.01

Chandler Asset Management Reconciliation

General Ledger Balance	23,501,971.29
Cash Receivable Pending/Interest/Market Value/Other Adjustments	1,332.60
Statement Balance	\$ 23,503,303.89

LAIF Reconciliation

General Ledger Balance	7,367,939.83
Interest/Market Value/Other Adjustments	-
Statement Balance	\$ 7,367,939.83



**CITY OF IMPERIAL BEACH
TREASURER'S REPORT
Cash and Investments
As of October 31, 2024**

ATTACHMENT 1

Description	Cost Value	Market Value	Interest/Yield to Maturity	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Chase Bank (statement balance)	\$1,403,744.01	\$1,403,744.01	0.000%	n/a	4.21%
LAIF	7,367,939.83	7,402,656.73	4.518%	n/a	22.12%
Investments					
Chandler Investments					
Asset-Backed Securities	1,358,813.33	1,364,237.72	4.670%	See Attached	4.08%
Federal Agencies	5,734,404.50	5,783,436.76	4.210%	See Attached	17.22%
Collater. Mortgage Obligation	1,749,642.32	1,772,640.28	4.530%	See Attached	5.25%
Cash/ Receivable	1,332.58	1,332.58	0.000%	See Attached	0.00%
Commercial Paper	-	-	0.000%	See Attached	0.00%
US Corporate	5,772,052.20	5,834,472.15	4.420%	See Attached	17.33%
Money Market Funds	32,981.63	32,981.63	4.450%	See Attached	0.10%
Negotiable CDs	-	-	0.000%	See Attached	0.00%
Supranational	615,157.20	625,232.37	4.240%	See Attached	1.85%
US Treasury	8,238,920.13	8,298,627.96	4.320%	See Attached	24.74%
Total Cash and Investments	\$32,274,987.73	\$32,519,362.19	4.351%		
PARS Section 115 Trust Fund					
Pension					
Portfolio Balance	\$ 728,131.08	\$ 891,033.99	0.000%	n/a	2.19%
OPEB					
Portfolio Balance	\$ 300,000.00	\$ 368,874.98	0.000%	n/a	0.90%
	\$ 1,028,131.08	\$ 1,259,908.97			
Bond Reserves					
2020 Tax Allocation Revenue Bonds					
Cash Management	2,510.42	2,510.42	0.000%	n/a	0.01%
2022 Tax Allocation Revenue Bonds					
Cash Management	-	-	0.000%	n/a	0.00%
Total Bond Reserves	\$ 2,510.42	\$ 2,510.42			
Total Investment Portfolio	\$ 33,305,629.23	\$ 33,781,781.58			100.00%

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council.
The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months.
This report meets the requirements of Government Code Section 53646.

PREPARED BY:

Signature on file

Lily Flyte, Finance Director

MONTHLY ACCOUNT STATEMENT

City of Imperial Beach | Account | As of October 31, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

PORTFOLIO SUMMARY



City of Imperial Beach | Account | As of October 31, 2024

Portfolio Characteristics

Average Modified Duration	1.79
Average Coupon	3.38%
Average Purchase YTM	4.14%
Average Market YTM	4.35%
Average Quality	AA+
Average Final Maturity	2.03
Average Life	1.83

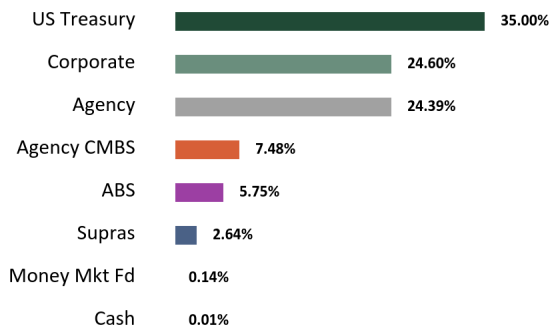
Account Summary

	Beg. Values as of 10/01/2024	End Values as of 10/31/2024
Market Value	23,851,068.72	23,712,961.45
Accrued Interest	154,432.37	159,620.27
Total Market Value	24,005,501.10	23,872,581.72
Income Earned	85,605.56	81,365.06
Cont/WD	0.00	0.00
Par	23,844,878.66	23,911,696.54
Book Value	23,593,789.30	23,669,318.11
Cost Value	23,396,058.75	23,503,303.89

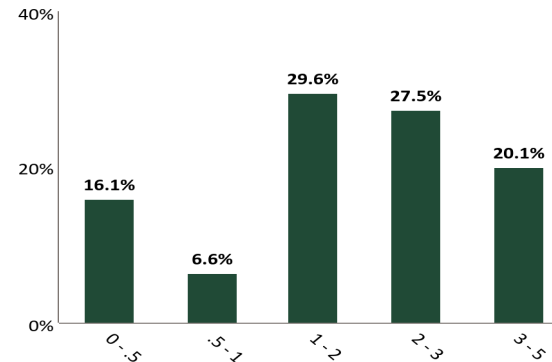
Top Issuers

United States	35.00%
Federal Home Loan Banks	14.53%
Farm Credit System	8.84%
FHLMC	7.48%
Royal Bank of Canada	1.55%
State Street Corporation	1.28%
BlackRock, Inc.	1.27%
Toyota Motor Corporation	1.23%

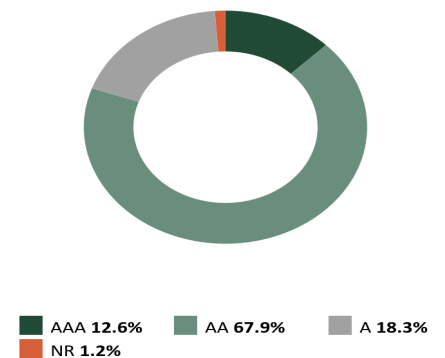
Sector Allocation



Maturity Distribution



Credit Quality



*See Footnote

Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (08/01/13)
City of Imperial Beach	(0.54%)	1.14%	3.91%	6.35%	5.04%	1.90%	1.76%	1.66%	1.58%
Benchmark Return*	(0.59%)	1.11%	3.54%	5.76%	4.32%	1.24%	1.33%	1.33%	1.26%
Secondary Benchmark Return*	(0.56%)	1.16%	3.72%	6.06%	4.57%	1.37%	1.46%	1.48%	1.42%

*Periods over 1 year are annualized.

Benchmark: ICE BofA 1-3 Year US Treasury Index Secondary Benchmark: ICE BofA 1-3 Year AAA-A US Corporate & Government Index

The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

Execution Time: 11/04/2024 05:24:21 PM

Chandler Asset Management | info@chandlerasset.com | www.chandlerasset.com | 800.317.4747

STATEMENT OF COMPLIANCE



City of Imperial Beach | Account | As of October 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	7.5	Compliant	
Max Maturity (Years)	5.0	3.2	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	5.8	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.6	Compliant	
Max % Issuer (MV)	5.0	1.5	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	

STATEMENT OF COMPLIANCE



City of Imperial Beach | Account | As of October 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	24.4	Compliant	
Max % Issuer (MV)	100.0	14.6	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV; Money Market Fund & Mutual Fund)	20.0	0.1	Compliant	
Max % Issuer (MV)	20.0	0.1	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV; Money Market Fund & Mutual Fund)	20.0	0.1	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 or A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE



City of Imperial Beach | Account | As of October 31, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
REPURCHASE AGREEMENTS				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
SRI PROHIBITED INVESTMENTS				
Prohibited Investment - Fossil Fuels	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	2.6	Compliant	
Max % Issuer (MV)	10.0	1.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	35.0	Compliant	
Max % Issuer (MV)	100.0	34.9	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY



City of Imperial Beach | Account | As of October 31, 2024

Maturities / Calls

Month to Date	(1,100,000.00)
Fiscal Year to Date	(2,620,000.00)

Principal Paydowns

Month to Date	(34,434.09)
Fiscal Year to Date	(145,136.18)

Purchases

Month to Date	2,573,391.43
Fiscal Year to Date	6,986,586.19

Sales

Month to Date	(1,443,745.27)
Fiscal Year to Date	(3,968,703.54)

Interest Received

Month to Date	64,454.08
Fiscal Year to Date	269,238.97

Purchased / Sold Interest

Month to Date	(2,152.78)
Fiscal Year to Date	(8,211.03)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	23,593,789.30	23,360,363.10
Maturities/Calls	(1,100,000.00)	(2,620,000.00)
Principal Paydowns	(34,434.09)	(145,136.18)
Purchases	2,573,391.43	6,986,586.19
Sales	(1,443,745.27)	(3,968,703.54)
Change in Cash, Payables, Receivables	65,590.31	(6,651.05)
Amortization/Accretion	13,875.86	63,590.97
Realized Gain (Loss)	850.56	(731.38)
Ending Book Value	23,669,318.11	23,669,318.11

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	23,851,068.73	23,182,311.19
Maturities/Calls	(1,100,000.00)	(2,620,000.00)
Principal Paydowns	(34,434.09)	(145,136.18)
Purchases	2,573,391.43	6,986,586.19
Sales	(1,443,745.27)	(3,968,703.54)
Change in Cash, Payables, Receivables	65,590.31	(6,651.05)
Amortization/Accretion	13,875.86	63,590.97
Change in Net Unrealized Gain (Loss)	(213,636.08)	221,695.25
Realized Gain (Loss)	850.56	(731.38)
Ending Market Value	23,712,961.45	23,712,961.45

HOLDINGS REPORT



City of Imperial Beach | Account | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
89190GAC1	TAOT 2021-B A3 0.26 11/17/2025	5,081.05	06/08/2021 0.27%	5,080.50 5,080.95	99.80 5.47%	5,070.92 0.59	0.02% (10.03)	NA/AAA AAA	1.05 0.04
43815EAC8	HAROT 2021-3 A3 0.41 11/18/2025	7,739.51	08/17/2021 0.33%	7,739.40 7,739.50	99.44 4.73%	7,695.97 1.15	0.03% (43.53)	NA/AAA AAA	1.05 0.13
05593AAC3	BMWLT 2023-1 A3 5.16 11/25/2025	12,230.18	02/07/2023 5.43%	12,229.89 12,230.07	100.06 4.93%	12,237.29 10.52	0.05% 7.23	Aaa/AAA NA	1.07 0.20
43815GAC3	HAROT 2021-4 A3 0.88 01/21/2026	9,305.19	11/16/2021 0.89%	9,303.23 9,304.68	98.88 4.93%	9,200.81 2.27	0.04% (103.87)	Aaa/NA AAA	1.22 0.28
47789QAC4	JDOT 2021-B A3 0.52 03/16/2026	9,490.80	07/13/2021 0.52%	9,489.95 9,490.65	99.06 4.21%	9,401.81 2.19	0.04% (88.84)	Aaa/NA AAA	1.37 0.25
89238JAC9	TAOT 2021-D A3 0.71 04/15/2026	9,912.89	11/09/2021 0.95%	9,912.68 9,912.84	98.90 4.87%	9,803.68 3.13	0.04% (109.17)	NA/AAA AAA	1.45 0.26
44935FAD6	HART 2021-C A3 0.74 05/15/2026	5,745.33	11/09/2021 0.75%	5,744.05 5,744.96	99.24 4.69%	5,701.56 1.89	0.02% (43.39)	NA/AAA AAA	1.54 0.19
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	18,926.54	05/10/2022 3.63%	18,925.56 18,926.21	99.41 4.67%	18,814.98 10.13	0.08% (111.23)	Aaa/AAA NA	1.82 0.41
47787JAC2	JDOT 2022 A3 0.36 09/15/2026	19,296.27	03/10/2022 2.34%	19,292.01 19,294.61	98.89 4.61%	19,081.75 19.90	0.08% (212.86)	Aaa/NA AAA	1.87 0.49
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	8,560.78	10/13/2021 0.68%	8,560.57 8,560.73	98.67 4.99%	8,447.30 2.43	0.04% (113.44)	Aaa/AAA NA	1.88 0.31
448977AD0	HART 2022-A A3 2.22 10/15/2026	38,124.66	03/09/2022 2.23%	38,123.20 38,124.19	98.98 4.83%	37,736.03 37.62	0.16% (388.16)	NA/AAA AAA	1.96 0.39
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	8,868.35	01/11/2022 1.24%	8,867.58 8,868.12	98.79 4.72%	8,761.48 4.66	0.04% (106.64)	NA/AAA AAA	2.04 0.35
362585AC5	GMCAR 2022-2 A3 3.1 02/16/2027	22,165.48	04/05/2022 3.16%	22,160.84 22,163.75	99.15 4.81%	21,977.06 28.63	0.09% (186.69)	Aaa/AAA NA	2.30 0.50
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	45,000.00	02/16/2023 5.09%	44,991.64 44,995.03	100.29 4.72%	45,131.58 63.00	0.19% 136.54	Aaa/NA AAA	2.47 0.79
02582JIT8	AMXCA 2022-2 A 3.39 05/17/2027	110,000.00	05/17/2022 3.42%	109,975.67 109,993.70	99.29 4.78%	109,218.22 165.73	0.46% (775.48)	NA/AAA AAA	0.54 0.52
58768PAC8	MBART 2022-1 A3 5.21 08/16/2027	68,220.31	02/15/2023 5.03%	68,572.07 68,404.27	100.31 4.80%	68,430.28 157.97	0.29% 26.01	Aaa/AAA NA	2.79 0.67
38012QAD0	GMALT 2024-3 A3 4.21 10/20/2027	65,000.00	09/24/2024 4.61%	64,992.31 64,992.52	99.04 4.82%	64,376.36 83.62	0.27% (616.15)	NA/AAA AAA	2.97 1.67

HOLDINGS REPORT



City of Imperial Beach | Account | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	70,000.00	02/22/2023 3.39%	69,987.25 69,991.77	100.33 4.79%	70,230.53 155.87	0.30% 238.76	Aaa/NA AAA	3.04 1.18
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	60,000.00	05/17/2024 5.73%	59,992.98 59,993.83	101.36 4.66%	60,818.38 141.87	0.26% 824.55	Aaa/NA AAA	3.22 1.87
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	95,000.00	09/17/2024 4.24%	94,984.01 94,984.49	99.43 4.76%	94,457.06 178.60	0.40% (527.43)	NA/AAA AAA	3.29 1.17
362583AD8	GMCAR 2023-2 A3 4.47 02/16/2028	65,000.00	04/04/2023 4.51%	64,998.21 64,998.78	99.82 4.71%	64,883.48 121.06	0.27% (115.30)	Aaa/AAA NA	3.30 0.92
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	75,000.00	11/01/2023 5.74%	74,986.79 74,989.60	101.69 4.61%	76,264.36 118.13	0.32% 1,274.76	Aaa/NA AAA	3.64 1.47
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	60,000.00	11/07/2023 6.30%	59,993.53 59,994.85	101.59 4.64%	60,954.72 147.73	0.26% 959.87	NA/AAA AAA	3.79 1.63
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	245,000.00	09/07/2023 5.17%	244,932.09 244,947.44	101.19 4.54%	247,914.05 561.87	1.05% 2,966.61	NR/AAA AAA	3.88 1.75
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	105,000.00	06/04/2024 5.24%	104,984.05 104,985.38	101.25 4.56%	106,308.74 90.65	0.45% 1,323.37	Aaa/AAA NA	4.32 1.83
05522RDJ4	BACCT 2024-1 A 4.93 03/15/2029	120,000.00	06/06/2024 4.93%	119,993.27 119,993.82	101.10 4.51%	121,319.34 262.93	0.51% 1,325.52	Aaa/AAA NA	4.37 2.33
Total ABS		1,358,667.35	4.52%	1,358,813.33 1,358,706.73	100.42 4.67%	1,364,237.72 2,374.11	5.75% 5,530.99	Aaa/AAA AAA	3.11 1.32

AGENCY									
3130AQF40	FEDERAL HOME LOAN BANKS 1.0 12/20/2024	175,000.00	12/21/2021 1.03%	174,846.00 174,993.10	99.50 4.65%	174,131.46 636.81	0.73% (861.64)	Aaa/AA+ AA+	0.14 0.14
3133ENKS8	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.125 01/06/2025	90,000.00	01/06/2022 1.20%	89,797.50 89,987.75	99.36 4.68%	89,424.68 323.44	0.38% (563.07)	Aaa/AA+ AA+	0.18 0.18
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	250,000.00	03/07/2022 1.76%	238,280.00 247,250.52	96.82 4.38%	242,052.74 171.88	1.02% (5,197.78)	Aaa/AA+ AA+	0.82 0.80
3133ERPX3	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 11/19/2025	1,000,000.00	08/19/2024 4.42%	998,060.00 998,370.57	99.96 4.29%	999,605.38 8,500.00	4.22% 1,234.81	Aaa/AA+ AA+	1.05 1.01
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	350,000.00	01/26/2023 4.00%	354,683.00 351,815.95	100.24 4.27%	350,852.95 6,081.25	1.48% (963.00)	Aaa/AA+ AA+	1.11 1.06
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	250,000.00	03/14/2023 4.30%	248,767.50 249,440.08	99.76 4.30%	249,410.70 1,375.00	1.05% (29.38)	Aaa/AA+ AA+	1.36 1.31

HOLDINGS REPORT

City of Imperial Beach | Account | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	250,000.00	08/09/2023 4.58%	249,425.00 249,658.46	100.64 4.12%	251,599.80 2,406.25	1.06% 1,941.34	Aaa/AA+ AA+	1.79 1.69
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	1,000,000.00	09/13/2023 4.81%	994,820.00 996,782.05	101.01 4.05%	1,010,094.72 6,423.61	4.26% 13,312.67	Aaa/AA+ AA+	1.86 1.76
3130AXQL5	FEDERAL HOME LOAN BANKS 4.875 12/11/2026	250,000.00	12/27/2023 4.04%	255,720.00 254,081.93	101.43 4.16%	253,582.95 4,739.58	1.07% (498.98)	Aaa/AA+ AA+	2.11 1.96
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	500,000.00	06/26/2024 4.57%	500,765.00 500,674.96	101.20 4.13%	506,008.91 10,727.43	2.13% 5,333.95	Aaa/AA+ AA+	2.61 2.39
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	400,000.00	07/06/2023 4.49%	391,388.00 393,689.65	99.34 4.20%	397,353.50 6,311.11	1.68% 3,663.85	Aaa/AA+ AA+	3.61 3.27
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	500,000.00	09/07/2023 4.49%	497,450.00 498,036.21	100.70 4.17%	503,517.75 3,220.49	2.12% 5,481.54	Aaa/AA+ AA+	3.86 3.49
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	250,000.00	10/12/2023 4.71%	247,682.50 248,173.51	101.03 4.21%	252,572.58 1,218.75	1.07% 4,399.07	Aaa/AA+ AA+	3.90 3.52
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	500,000.00	04/22/2024 4.71%	492,720.00 493,490.97	100.65 4.21%	503,228.64 1,276.04	2.12% 9,737.67	Aaa/AA+ AA+	4.44 3.99
Total Agency		5,765,000.00	4.25%	5,734,404.50 5,746,445.70	100.33 4.21%	5,783,436.76 53,411.63	24.39% 36,991.07	Aaa/AA+ AA+	2.21 2.04

AGENCY CMBS									
3137BKRJ1	FHMS K-047 A2 3.329 05/25/2025	98,714.97	05/19/2022 3.04%	99,285.67 98,811.24	99.15 4.76%	97,873.31 273.85	0.41% (937.93)	Aaa/AA+ AAA	0.56 0.45
3137BMTX4	FHMS K-052 A2 3.151 11/25/2025	250,000.00	02/10/2023 4.54%	241,220.70 246,763.19	98.56 4.60%	246,397.03 656.46	1.04% (366.16)	Aaa/AA+ AAA	1.07 0.86
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	250,000.00	02/15/2023 4.64%	237,392.58 244,860.52	97.89 4.58%	244,722.65 571.88	1.03% (137.87)	Aaa/AA+ AAA	1.24 1.07
3137BQYS0	FHMS K-056 A2 2.525 05/25/2026	250,000.00	02/08/2023 4.30%	236,826.17 243,867.94	97.12 4.53%	242,811.83 526.04	1.02% (1,056.11)	Aaa/AA+ AAA	1.56 1.37
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	250,000.00	01/31/2023 4.11%	237,910.16 243,950.34	96.77 4.49%	241,927.85 552.71	1.02% (2,022.49)	Aaa/AA+ AAA	1.82 1.70
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	250,000.00	02/08/2023 4.21%	242,861.33 246,017.85	97.89 4.42%	244,721.83 714.58	1.03% (1,296.03)	Aaa/AA+ AAA	2.24 1.98
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	250,000.00	05/12/2023 3.98%	242,705.08 245,239.55	96.68 4.49%	241,700.25 675.83	1.02% (3,539.30)	Aaa/AA+ AA+	2.82 2.58

HOLDINGS REPORT



City of Imperial Beach | Account | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FETNO	FHMS K-073 A2 3.35 01/25/2028	220,000.00	05/24/2023 4.27%	211,440.63 214,099.80	96.58 4.49%	212,485.55 614.17	0.90% (1,614.25)	Aaa/AA+ AAA	3.24 2.90
Total Agency CMBS		1,818,714.97	4.23%	1,749,642.32 1,783,610.43	97.47 4.53%	1,772,640.28 4,585.52	7.48% (10,970.15)	Aaa/AA+ AAA	1.89 1.69
CASH									
CCYUSD	Receivable	1,332.58	-- 0.00%	1,332.58 1,332.58	1.00 0.00%	1,332.58 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		1,332.58	0.00%	1,332.58 1,332.58	1.00 0.00%	1,332.58 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
CORPORATE									
78015K7C2	ROYAL BANK OF CANADA 2.25 11/01/2024	150,000.00	08/19/2021 0.77%	156,999.00 150,000.00	100.00 2.25%	150,000.00 1,687.50	0.63% 0.00	A1/A AA-	0.00 0.32
63743HFC1	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025	125,000.00	03/18/2022 2.75%	121,962.50 124,717.31	99.17 5.02%	123,958.65 546.88	0.52% (758.66)	A2/A- A	0.27 0.26
69371RR73	PACCAR FINANCIAL CORP 2.85 04/07/2025	70,000.00	03/31/2022 2.86%	69,981.80 69,997.39	99.20 4.72%	69,440.35 133.00	0.29% (557.04)	A1/A+ NA	0.43 0.42
87612EBL9	TARGET CORP 2.25 04/15/2025	150,000.00	02/17/2022 2.08%	150,739.50 150,088.71	98.93 4.64%	148,398.81 150.00	0.63% (1,689.90)	A2/A A	0.45 0.45
06406RBC0	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	110,000.00	04/19/2022 3.35%	109,984.60 109,997.54	99.36 4.71%	109,293.53 61.42	0.46% (704.01)	A1/A AA-	0.48 0.47
438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	150,000.00	03/09/2022 2.30%	145,542.00 149,197.71	98.05 4.77%	147,077.45 843.75	0.62% (2,120.26)	A2/A A	0.58 0.57
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	250,000.00	01/27/2023 4.27%	242,652.50 247,322.21	98.72 4.44%	246,808.30 3,862.85	1.04% (513.91)	Aaa/AAA WR	1.01 0.96
92826CAD4	VISA INC 3.15 12/14/2025	200,000.00	02/09/2023 4.50%	192,858.00 197,184.60	98.63 4.41%	197,261.58 2,397.50	0.83% 76.98	Aa3/AA- NA	1.12 1.07
857477BR3	STATE STREET CORP 1.746 02/06/2026	40,000.00	02/02/2022 1.75%	40,000.00 40,000.00	99.05 5.29%	39,619.67 164.90	0.17% (380.33)	A1/A AA-	1.27 0.26
713448FQ6	PEPSICO INC 4.55 02/13/2026	45,000.00	02/13/2023 4.57%	44,973.90 44,988.81	100.21 4.37%	45,095.66 443.63	0.19% 106.85	A1/A+ NA	1.29 1.15
037833BY5	APPLE INC 3.25 02/23/2026	250,000.00	02/01/2023 4.27%	242,755.00 246,890.36	98.61 4.35%	246,515.77 1,534.72	1.04% (374.59)	Aaa/AA+ NA	1.31 1.26

HOLDINGS REPORT



City of Imperial Beach | Account | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	200,000.00	03/09/2023 5.09%	190,024.00 195,233.79	98.27 4.55%	196,538.65 3,312.78	0.83% 1,304.87	A2/A A	1.50 1.42
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	150,000.00	01/11/2023 4.55%	133,867.50 142,346.08	94.88 4.42%	142,312.62 623.44	0.60% (33.46)	A1/A+ A+	1.63 1.58
74340XBU4	PROLOGIS LP 3.25 06/30/2026	200,000.00	01/27/2023 4.42%	192,662.00 196,431.12	98.03 4.49%	196,065.60 2,184.72	0.83% (365.52)	A3/A NA	1.66 1.58
857477CD3	STATE STREET CORP 5.272 08/03/2026	100,000.00	07/31/2023 5.27%	100,000.00 100,000.00	101.22 4.54%	101,218.19 1,288.71	0.43% 1,218.19	A1/A AA-	1.76 1.57
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	215,000.00	08/03/2023 5.07%	214,892.50 214,936.54	101.15 4.37%	217,472.36 2,442.94	0.92% 2,535.82	A1/A+ NA	1.77 1.67
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	250,000.00	09/12/2023 5.54%	249,922.50 249,952.51	101.75 4.50%	254,382.09 2,801.38	1.07% 4,429.57	Aa1/A+ AA	1.80 1.60
437076CV2	HOME DEPOT INC 4.95 09/30/2026	80,000.00	11/27/2023 5.04%	79,824.80 79,881.39	101.03 4.38%	80,827.99 341.00	0.34% 946.60	A2/A A	1.91 1.73
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	250,000.00	10/31/2023 5.87%	250,077.50 250,051.08	102.54 4.54%	256,354.31 40.85	1.08% 6,303.23	Aa3/A+ AA-	2.00 1.80
713448FW3	PEPSICO INC 5.125 11/10/2026	90,000.00	11/08/2023 5.13%	89,975.70 89,983.62	101.54 4.32%	91,383.59 2,190.94	0.39% 1,399.98	A1/A+ NA	2.03 1.79
89115A2V3	TORONTO-DOMINION BANK 5.264 12/11/2026	115,000.00	12/04/2023 5.26%	115,000.00 115,000.00	101.30 4.61%	116,498.62 2,354.18	0.49% 1,498.62	A2/A- AA-	2.11 1.94
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	250,000.00	01/18/2024 4.52%	249,852.50 249,891.11	100.27 4.37%	250,670.35 3,531.25	1.06% 779.24	A1/A A+	2.19 2.03
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	215,000.00	01/10/2024 4.88%	214,946.25 214,960.33	100.76 4.51%	216,641.35 2,969.69	0.91% 1,681.02	A1/A AA-	2.22 2.05
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	250,000.00	03/01/2024 4.78%	250,167.50 250,129.31	100.87 4.40%	252,163.14 2,166.67	1.06% 2,033.83	A1/AA- NA	2.32 2.08
857477CL5	STATE STREET CORP 4.993 03/18/2027	160,000.00	03/13/2024 4.99%	160,000.00 160,000.00	100.96 4.56%	161,531.14 954.22	0.68% 1,531.14	A1/A AA-	2.38 2.14
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	150,000.00	10/13/2022 5.00%	143,916.00 146,638.27	99.08 4.39%	148,623.31 2,850.00	0.63% 1,985.04	A2/A+ A+	2.52 2.33
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	250,000.00	05/17/2024 4.93%	250,490.00 250,416.14	101.47 4.38%	253,672.72 5,798.61	1.07% 3,256.58	A2/A A+	2.53 2.31
437076DB5	HOME DEPOT INC 4.875 06/25/2027	200,000.00	-- 4.94%	199,626.55 199,670.55	101.24 4.37%	202,473.02 3,412.50	0.85% 2,802.47	A2/A A	2.65 2.35
09290DAH4	BLACKROCK INC 4.6 07/26/2027	300,000.00	07/23/2024 4.57%	300,240.00 300,217.92	100.48 4.41%	301,452.34 3,641.67	1.27% 1,234.42	Aa3/AA- NA	2.73 2.44

HOLDINGS REPORT



City of Imperial Beach | Account | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
023135BC9	AMAZON.COM INC 3.15 08/22/2027	250,000.00	07/10/2024 4.73%	238,730.00 239,814.23	96.79 4.38%	241,964.44 1,509.38	1.02% 2,150.21	A1/AA AA-	2.81 2.63
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	150,000.00	06/20/2024 4.89%	148,485.00 148,654.89	100.23 4.46%	150,341.60 777.29	0.63% 1,686.70	A1/A+ A+	2.89 2.66
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	240,000.00	07/30/2024 4.60%	228,345.60 229,271.18	96.01 4.40%	230,418.89 314.67	0.97% 1,147.70	A2/A+ A	2.96 2.78
57636QBA1	MASTERCARD INC 4.1 01/15/2028	250,000.00	09/19/2024 3.76%	252,557.50 252,466.55	99.20 4.37%	247,996.06 1,594.44	1.05% (4,470.49)	Aa3/A+ NA	3.21 2.95
Total Corporate		5,855,000.00	4.45%	5,772,052.20 5,806,331.25	99.68 4.42%	5,834,472.15 58,927.44	24.60% 28,140.90	A1/A+ A+	1.90 1.76
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	32,981.63	-- 4.45%	32,981.63 32,981.63	1.00 4.45%	32,981.63 0.00	0.14% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		32,981.63	4.45%	32,981.63 32,981.63	1.00 4.45%	32,981.63 0.00	0.14% 0.00	Aaa/AAAm AAA	0.00 0.00
SUPRANATIONAL									
4581X0EKO	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	150,000.00	06/27/2023 4.53%	149,884.50 149,938.05	100.29 4.30%	150,437.45 3,112.50	0.63% 499.41	Aaa/AAA NA	1.54 1.44
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	230,000.00	11/29/2023 4.49%	229,250.20 229,468.67	100.24 4.26%	230,548.48 2,963.52	0.97% 1,079.81	Aaa/AAA NA	2.21 2.06
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	250,000.00	09/28/2023 4.82%	236,022.50 239,194.47	97.70 4.18%	244,246.44 2,649.31	1.03% 5,051.97	Aaa/AAA NA	3.70 3.39
Total Supranational		630,000.00	4.63%	615,157.20 618,601.19	99.26 4.24%	625,232.37 8,725.33	2.64% 6,631.18	Aaa/AAA NA	2.63 2.43
US TREASURY									
912797MA2	UNITED STATES TREASURY 11/05/2024	1,000,000.00	10/09/2024 4.80%	996,592.01 999,475.69	99.95 4.77%	999,478.06 0.00	4.21% 2.37	P-1/A-1+ F1+	0.01 0.01

HOLDINGS REPORT



City of Imperial Beach | Account | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912828Z52	UNITED STATES TREASURY 1.375 01/31/2025	200,000.00	02/16/2021 0.38%	207,843.75 200,494.31	99.21 4.58%	198,425.78 694.97	0.84% (2,068.53)	Aaa/AA+ AA+	0.25 0.24
912828ZC7	UNITED STATES TREASURY 1.125 02/28/2025	250,000.00	02/09/2022 1.59%	246,533.20 249,629.67	98.89 4.56%	247,214.36 481.70	1.04% (2,415.31)	Aaa/AA+ AA+	0.33 0.32
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	250,000.00	03/17/2021 0.63%	248,671.88 249,864.84	98.40 4.46%	245,994.14 109.89	1.04% (3,870.70)	Aaa/AA+ AA+	0.41 0.40
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	1,000,000.00	04/12/2024 5.12%	975,937.50 989,122.43	99.20 4.41%	992,039.06 1,225.96	4.18% 2,916.63	Aaa/AA+ AA+	0.45 0.44
912828ZL7	UNITED STATES TREASURY 0.375 04/30/2025	250,000.00	03/30/2021 0.66%	247,138.67 249,654.57	98.02 4.45%	245,042.97 2.59	1.03% (4,611.60)	Aaa/AA+ AA+	0.50 0.49
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	250,000.00	10/14/2021 0.78%	245,244.14 249,242.08	97.61 4.48%	244,013.67 262.98	1.03% (5,228.41)	Aaa/AA+ AA+	0.58 0.57
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	250,000.00	12/02/2021 1.05%	242,753.91 248,524.75	96.99 4.39%	242,472.66 157.95	1.02% (6,052.09)	Aaa/AA+ AA+	0.75 0.73
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	250,000.00	05/05/2022 2.99%	250,097.66 250,026.16	98.81 4.34%	247,021.49 659.34	1.04% (3,004.68)	Aaa/AA+ AA+	0.91 0.89
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	250,000.00	06/09/2022 3.05%	249,580.08 249,876.34	98.71 4.33%	246,783.20 20.72	1.04% (3,093.13)	Aaa/AA+ AA+	1.00 0.97
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	350,000.00	01/27/2023 3.84%	334,496.09 342,875.52	97.36 4.21%	340,771.48 22.96	1.44% (2,104.04)	Aaa/AA+ AA+	1.50 1.45
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	350,000.00	01/27/2023 3.83%	323,175.78 336,473.79	95.44 4.17%	334,044.92 1,112.77	1.41% (2,428.87)	Aaa/AA+ AA+	1.79 1.73
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	250,000.00	01/27/2023 3.79%	234,355.47 241,596.01	95.85 4.14%	239,628.91 2,309.78	1.01% (1,967.10)	Aaa/AA+ AA+	2.04 1.95
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	250,000.00	10/21/2022 4.40%	231,025.39 239,680.06	96.32 4.12%	240,810.55 549.45	1.02% 1,130.48	Aaa/AA+ AA+	2.41 2.30
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	250,000.00	05/21/2024 4.60%	249,287.11 249,396.94	100.84 4.14%	252,089.85 525.41	1.06% 2,692.90	Aaa/AA+ AA+	2.45 2.30
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	250,000.00	10/13/2022 4.26%	239,277.34 243,932.58	97.81 4.13%	244,521.49 2,737.77	1.03% 588.91	Aaa/AA+ AA+	2.66 2.49
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	250,000.00	01/20/2023 3.59%	245,068.36 246,969.43	97.34 4.13%	243,339.85 1,338.05	1.03% (3,629.59)	Aaa/AA+ AA+	2.83 2.66
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,000,000.00	10/11/2023 4.70%	979,570.31 985,012.59	100.02 4.12%	1,000,156.25 3,626.37	4.22% 15,143.66	Aaa/AA+ AA+	2.91 2.71
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	500,000.00	02/09/2024 4.17%	473,593.75 477,812.97	95.51 4.17%	477,558.60 3,046.88	2.01% (254.38)	Aaa/AA+ AA+	3.79 3.52

HOLDINGS REPORT



City of Imperial Beach | Account | As of October 31, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	400,000.00	03/18/2024 4.39%	378,906.25 381,719.58	96.16 4.17%	384,625.00 5,774.46	1.62% 2,905.42	Aaa/AA+ AA+	4.04 3.69
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	250,000.00	09/27/2024 3.53%	241,708.98 241,864.68	94.11 4.18%	235,283.20 2,892.76	0.99% (6,581.48)	Aaa/AA+ AA+	4.58 4.19
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	400,000.00	10/30/2024 4.11%	398,062.50 398,063.62	99.33 4.16%	397,312.50 4,043.48	1.68% (751.12)	Aaa/AA+ AA+	4.75 4.24
Total US Treasury		8,450,000.00	3.74%	8,238,920.13 8,321,308.61	98.24 4.32%	8,298,627.96 31,596.25	35.00% (22,680.65)	Aaa/AA+ AA+	1.81 1.68
Total Portfolio		23,911,696.54	4.14%	23,503,303.89 23,669,318.11	99.06 4.35%	23,712,961.45 159,620.27	100.00% 43,643.34	Aa2/AA AA	2.03 1.79
Total Market Value + Accrued						23,872,581.72			

TRANSACTION LEDGER



City of Imperial Beach | Account | As of October 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/03/2024	31846V203	1,000,000.00	FIRST AMER:GVT OBLG Y	1.000	4.50%	(1,000,000.00)	0.00	(1,000,000.00)	0.00
Purchase	10/07/2024	31846V203	997.50	FIRST AMER:GVT OBLG Y	1.000	4.47%	(997.50)	0.00	(997.50)	0.00
Purchase	10/10/2024	912797MA2	1,000,000.00	UNITED STATES TREASURY 11/05/2024	99.659	4.80%	(996,592.01)	0.00	(996,592.01)	0.00
Purchase	10/15/2024	31846V203	47,632.30	FIRST AMER:GVT OBLG Y	1.000	4.46%	(47,632.30)	0.00	(47,632.30)	0.00
Purchase	10/15/2024	31846V203	823.97	FIRST AMER:GVT OBLG Y	1.000	4.46%	(823.97)	0.00	(823.97)	0.00
Purchase	10/16/2024	31846V203	4,560.44	FIRST AMER:GVT OBLG Y	1.000	4.46%	(4,560.44)	0.00	(4,560.44)	0.00
Purchase	10/16/2024	31846V203	100,687.50	FIRST AMER:GVT OBLG Y	1.000	4.46%	(100,687.50)	0.00	(100,687.50)	0.00
Purchase	10/18/2024	31846V203	2,793.52	FIRST AMER:GVT OBLG Y	1.000	4.48%	(2,793.52)	0.00	(2,793.52)	0.00
Purchase	10/21/2024	31846V203	144.43	FIRST AMER:GVT OBLG Y	1.000	4.47%	(144.43)	0.00	(144.43)	0.00
Purchase	10/21/2024	31846V203	2,108.88	FIRST AMER:GVT OBLG Y	1.000	4.47%	(2,108.88)	0.00	(2,108.88)	0.00
Purchase	10/25/2024	31846V203	4,182.98	FIRST AMER:GVT OBLG Y	1.000	4.48%	(4,182.98)	0.00	(4,182.98)	0.00
Purchase	10/25/2024	31846V203	7,452.90	FIRST AMER:GVT OBLG Y	1.000	4.48%	(7,452.90)	0.00	(7,452.90)	0.00
Purchase	10/30/2024	31846V203	7,352.50	FIRST AMER:GVT OBLG Y	1.000	4.47%	(7,352.50)	0.00	(7,352.50)	0.00
Purchase	10/31/2024	91282CLC3	400,000.00	UNITED STATES TREASURY 4.0 07/31/2029	99.516	4.11%	(398,062.50)	(4,000.00)	(402,062.50)	0.00
Total Purchase			2,578,736.92				(2,573,391.43)	(4,000.00)	(2,577,391.43)	0.00
TOTAL ACQUISITIONS			2,578,736.92				(2,573,391.43)	(4,000.00)	(2,577,391.43)	0.00
OTHER										
Maturity	10/03/2024	912797GW1	(1,000,000.00)	UNITED STATES TREASURY 10/03/2024	100.000	0.00%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	10/16/2024	45950KCR9	(100,000.00)	INTERNATIONAL FINANCE CORP 1.375 10/16/2024	100.000	1.38%	100,000.00	0.00	100,000.00	0.00
Total Maturity			(1,100,000.00)				1,100,000.00	0.00	1,100,000.00	0.00
Sale	10/02/2024	31846V203	(64,257.73)	FIRST AMER:GVT OBLG Y	1.000	4.54%	64,257.73	0.00	64,257.73	0.00
Sale	10/07/2024	31846V203	(1,992.75)	FIRST AMER:GVT OBLG Y	1.000	4.47%	1,992.75	0.00	1,992.75	0.00
Sale	10/10/2024	31846V203	(985,654.51)	FIRST AMER:GVT OBLG Y	1.000	4.47%	985,654.51	0.00	985,654.51	0.00
Sale	10/31/2024	31846V203	(191,170.28)	FIRST AMER:GVT OBLG Y	1.000	4.45%	191,170.28	0.00	191,170.28	0.00

TRANSACTION LEDGER



City of Imperial Beach | Account | As of October 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	10/31/2024	907818GE2	(200,000.00)	UNION PACIFIC CORP 4.75 02/21/2026	100.335	4.82%	200,670.00	(1,847.22)	202,517.22	850.56
Total Sale			(1,443,075.27)				1,443,745.27	(1,847.22)	1,445,592.49	850.56
TOTAL OTHER TRANSACTIONS			(2,543,075.27)				2,543,745.27	(1,847.22)	2,545,592.49	850.56
OTHER										
Coupon	10/01/2024	3137BKRJ1	0.00	FHMS K-047 A2 3.329 05/25/2025		2.74%	274.44	0.00	274.44	0.00
Coupon	10/01/2024	3137FBBX3	0.00	FHMS K-068 A2 3.244 08/25/2027		3.93%	675.83	0.00	675.83	0.00
Coupon	10/01/2024	3137BSP72	0.00	FHMS K-058 A2 2.653 08/25/2026		4.01%	552.71	0.00	552.71	0.00
Coupon	10/01/2024	3137BVZ82	0.00	FHMS K-063 A2 3.43 01/25/2027		4.15%	714.58	0.00	714.58	0.00
Coupon	10/01/2024	3137BQYS0	0.00	FHMS K-056 A2 2.525 05/25/2026		4.22%	526.04	0.00	526.04	0.00
Coupon	10/01/2024	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.24%	614.17	0.00	614.17	0.00
Coupon	10/01/2024	3137BMTX4	0.00	FHMS K-052 A2 3.151 11/25/2025		4.44%	656.46	0.00	656.46	0.00
Coupon	10/01/2024	3137BNGT5	0.00	FHMS K-054 A2 2.745 01/25/2026		4.52%	571.88	0.00	571.88	0.00
Coupon	10/07/2024	69371RR73	0.00	PACCAR FINANCIAL CORP 2.85 04/07/2025		2.86%	997.50	0.00	997.50	0.00
Coupon	10/10/2024	3133ERAK7	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		4.71%	10,937.50	0.00	10,937.50	0.00
Coupon	10/15/2024	47788UAC6	0.00	JDOT 2021 A3 0.36 09/15/2025		0.00%	0.07	0.00	0.07	0.00
Coupon	10/15/2024	89190GAC1	0.00	TAOT 2021-B A3 0.26 11/17/2025		0.29%	2.34	0.00	2.34	0.00
Coupon	10/15/2024	47789QAC4	0.00	JDOT 2021-B A3 0.52 03/16/2026		0.53%	4.60	0.00	4.60	0.00

TRANSACTION LEDGER



City of Imperial Beach | Account | As of October 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest	Pur/Sold	Total Amount	Gain/Loss
Coupon	10/15/2024	89238JAC9	0.00	TAOT 2021-D A3 0.71 04/15/2026		0.71%	6.81		0.00	6.81	0.00
Coupon	10/15/2024	44935FAD6	0.00	HART 2021-C A3 0.74 05/15/2026		0.77%	4.35		0.00	4.35	0.00
Coupon	10/15/2024	87612EBL9	0.00	TARGET CORP 2.25 04/15/2025		2.08%	1,687.50		0.00	1,687.50	0.00
Coupon	10/15/2024	448977AD0	0.00	HART 2022-A A3 2.22 10/15/2026		2.23%	78.54		0.00	78.54	0.00
Coupon	10/15/2024	47787JAC2	0.00	JDOT 2022 A3 0.36 09/15/2026		2.35%	41.21		0.00	41.21	0.00
Coupon	10/15/2024	02582JJT8	0.00	AMXCA 2022-2 A 3.39 05/17/2027		3.42%	310.75		0.00	310.75	0.00
Coupon	10/15/2024	58769GAD5	0.00	MBALT 2024-B A3 4.23 02/15/2028		4.24%	223.25		0.00	223.25	0.00
Coupon	10/15/2024	91324PDE9	0.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		4.60%	3,540.00		0.00	3,540.00	0.00
Coupon	10/15/2024	91282CKJ9	0.00	UNITED STATES TREASURY 4.5 04/15/2027		4.60%	5,625.00		0.00	5,625.00	0.00
Coupon	10/15/2024	58768PAC8	0.00	MBART 2022-1 A3 5.21 08/16/2027		4.93%	317.00		0.00	317.00	0.00
Coupon	10/15/2024	05522RDJ4	0.00	BACCT 2024-1 A 4.93 03/15/2029		4.98%	493.00		0.00	493.00	0.00
Coupon	10/15/2024	47800CAC0	0.00	JDOT 2023 A3 5.01 11/15/2027		5.07%	292.25		0.00	292.25	0.00
Coupon	10/15/2024	91282CEH0	0.00	UNITED STATES TREASURY 2.625 04/15/2025		5.12%	13,125.00		0.00	13,125.00	0.00
Coupon	10/15/2024	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	1,053.50		0.00	1,053.50	0.00
Coupon	10/15/2024	58770JAD6	0.00	MBALT 2024-A A3 5.32 01/18/2028		5.39%	266.00		0.00	266.00	0.00
Coupon	10/15/2024	89239FAD4	0.00	TAOT 2023-D A3 5.54 08/15/2028		5.61%	277.00		0.00	277.00	0.00
Coupon	10/16/2024	362554AC1	0.00	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	5.54		0.00	5.54	0.00

TRANSACTION LEDGER



City of Imperial Beach | Account | As of October 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest	Pur/Sold	Total Amount	Gain/Loss
Coupon	10/16/2024	380146AC4	0.00	GMCAR 2022-1 A3 1.26 11/16/2026		1.27%	10.49		0.00	10.49	0.00
Coupon	10/16/2024	45950KCR9	0.00	INTERNATIONAL FINANCE CORP 1.375 10/16/2024		1.38%	688.00		0.00	688.00	0.00
Coupon	10/16/2024	362585AC5	0.00	GMCAR 2022-2 A3 3.1 02/16/2027		3.13%	62.17		0.00	62.17	0.00
Coupon	10/16/2024	362583AD8	0.00	GMCAR 2023-2 A3 4.47 02/16/2028		4.51%	242.13		0.00	242.13	0.00
Coupon	10/18/2024	43815EAC8	0.00	HAROT 2021-3 A3 0.41 11/18/2025		0.41%	3.60		0.00	3.60	0.00
Coupon	10/20/2024	38012QAD0	0.00	GMALT 2024-3 A3 4.21 10/20/2027		4.25%	144.43		0.00	144.43	0.00
Coupon	10/21/2024	43815GAC3	0.00	HAROT 2021-4 A3 0.88 01/21/2026		0.90%	7.97		0.00	7.97	0.00
Coupon	10/21/2024	43815JAC7	0.00	HAROT 2023-1 A3 5.04 04/21/2027		5.11%	189.00		0.00	189.00	0.00
Coupon	10/21/2024	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.75%	354.38		0.00	354.38	0.00
Coupon	10/25/2024	05602RAD3	0.00	BMWOT 2022-A A3 3.21 08/25/2026		3.24%	56.27		0.00	56.27	0.00
Coupon	10/25/2024	06406RBC0	0.00	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025		3.35%	1,842.50		0.00	1,842.50	0.00
Coupon	10/25/2024	05593AAC3	0.00	BMWLT 2023-1 A3 5.16 11/25/2025		5.22%	62.99		0.00	62.99	0.00
Coupon	10/25/2024	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.24%	453.25		0.00	453.25	0.00
Coupon	10/30/2024	61690U7W4	0.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		5.87%	7,352.50		0.00	7,352.50	0.00
Coupon	10/31/2024	912828ZL7	0.00	UNITED STATES TREASURY 0.375 04/30/2025		0.66%	468.75		0.00	468.75	0.00
Coupon	10/31/2024	9128285J5	0.00	UNITED STATES TREASURY 3.0 10/31/2025		3.05%	3,750.00		0.00	3,750.00	0.00
Coupon	10/31/2024	9128286S4	0.00	UNITED STATES TREASURY 2.375 04/30/2026		3.84%	4,156.25		0.00	4,156.25	0.00

TRANSACTION LEDGER



City of Imperial Beach | Account | As of October 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest	Pur/Sold	Total Amount	Gain/Loss
Total Coupon			0.00				63,719.50		0.00	63,719.50	0.00
Custody Fee	10/25/2024	CCYUSD	(104.17)	Cash		0.00%	(104.17)		0.00	(104.17)	0.00
Total Custody Fee			(104.17)				(104.17)		0.00	(104.17)	0.00
Dividend	10/31/2024	31846V203	0.00	FIRST AMER:GVT OBLG Y		4.45%	1,332.58		0.00	1,332.58	0.00
Total Dividend			0.00				1,332.58		0.00	1,332.58	0.00
Management Fee	10/07/2024	CCYUSD	(1,992.75)	Cash		0.00%	(1,992.75)		0.00	(1,992.75)	0.00
Total Management Fee			(1,992.75)				(1,992.75)		0.00	(1,992.75)	0.00
Principal Paydown	10/01/2024	3137BKRJ1	211.04	FHMS K-047 A2 3.329 05/25/2025		2.74%	211.04		--	211.04	0.00
Principal Paydown	10/15/2024	47788UAC6	236.22	JDOT 2021 A3 0.36 09/15/2025		0.00%	236.22		--	236.22	(0.00)
Principal Paydown	10/15/2024	89190GAC1	5,710.46	TAOT 2021-B A3 0.26 11/17/2025		0.29%	5,710.46		--	5,710.46	(0.00)
Principal Paydown	10/15/2024	47789QAC4	1,114.59	JDOT 2021-B A3 0.52 03/16/2026		0.53%	1,114.59		--	1,114.59	(0.00)
Principal Paydown	10/15/2024	89238JAC9	1,598.46	TAOT 2021-D A3 0.71 04/15/2026		0.71%	1,598.46		--	1,598.46	(0.00)
Principal Paydown	10/15/2024	44935FAD6	1,309.63	HART 2021-C A3 0.74 05/15/2026		0.77%	1,309.63		--	1,309.63	0.00
Principal Paydown	10/15/2024	448977AD0	4,327.39	HART 2022-A A3 2.22 10/15/2026		2.23%	4,327.39		--	4,327.39	(0.00)
Principal Paydown	10/15/2024	47787JAC2	2,018.88	JDOT 2022 A3 0.36 09/15/2026		2.35%	2,018.88		--	2,018.88	0.00
Principal Paydown	10/15/2024	58768PAC8	4,792.47	MBART 2022-1 A3 5.21 08/16/2027		4.93%	4,792.47		--	4,792.47	0.00
Principal Paydown	10/16/2024	362554AC1	1,220.70	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	1,220.70		--	1,220.70	0.00
Principal Paydown	10/16/2024	380146AC4	1,118.16	GMCAR 2022-1 A3 1.26 11/16/2026		1.27%	1,118.16		--	1,118.16	0.00

TRANSACTION LEDGER



City of Imperial Beach | Account | As of October 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Principal Paydown	10/16/2024	362585AC5	1,900.75	GMCAR 2022-2 A3 3.1 02/16/2027		3.13%	1,900.75	--	1,900.75	(0.00)
Principal Paydown	10/18/2024	43815EAC8	2,789.92	HAROT 2021-3 A3 0.41 11/18/2025		0.41%	2,789.92	--	2,789.92	0.00
Principal Paydown	10/21/2024	43815GAC3	1,557.53	HAROT 2021-4 A3 0.88 01/21/2026		0.90%	1,557.53	--	1,557.53	(0.00)
Principal Paydown	10/25/2024	05602RAD3	2,108.97	BMWOT 2022-A A3 3.21 08/25/2026		3.24%	2,108.97	--	2,108.97	0.00
Principal Paydown	10/25/2024	05593AAC3	2,418.92	BMWLT 2023-1 A3 5.16 11/25/2025		5.22%	2,418.92	--	2,418.92	(0.00)
Total Principal Paydown			34,434.09				34,434.09	--	34,434.09	0.00
TOTAL OTHER TRANSACTIONS			32,337.17				97,389.25	0.00	97,389.25	0.00

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

November 22, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF IMPERIAL BEACH

CITY TREASURER
825 IMPERIAL BEACH BLVD
IMPERIAL BEACH, CA 91932

[Tran Type Definitions](#)

Account Number:

October 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
10/3/2024	10/3/2024	RW	1760017	1720543	LILY FLYTE	-300,000.00
10/8/2024	10/8/2024	RW	1760127	1720658	LARISSA PATROS	-400,000.00
10/10/2024	10/10/2024	RW	1760217	1720745	LARISSA PATROS	-300,000.00
10/15/2024	10/14/2024	QRD	1762355	N/A	SYSTEM	124,310.25
10/22/2024	10/22/2024	RW	1762809	1723341	LARISSA PATROS	-1,000,000.00
10/31/2024	10/31/2024	RD	1763117	1723650	LILY FLYTE	1,000,000.00

Account Summary

Total Deposit:	1,124,310.25	Beginning Balance:	8,243,629.58
Total Withdrawal:	-2,000,000.00	Ending Balance:	7,367,939.83

December 4, 2024

ITEM TITLE: RESOLUTION NOS. SA-24-90 & SA-24-91 OF THE IB RDA SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET & THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 25-26) FOR THE 12-MONTH PERIOD 07-01-2025 THROUGH 06-30-2026 AND APPROVING RELATED ACTIONS. (0418-50)

ORIGINATING DEPARTMENT:

Finance

EXECUTIVE SUMMARY:

Staff is seeking adoption of Resolution No. SA-24-90 and Resolution No. SA- 24-91 by the Successor Agency Board approving the Successor Agency's Administrative Budget and ROPS 25-26 for the period from July 1, 2025 through June 30, 2026 and approving related actions. Total enforceable obligations listed on the ROPS 25-26 to be funded with funds from the Redevelopment Property Tax Trust Fund (RPTTF) total \$2,550,700 which amount includes, among other enforceable obligations, (a) an administrative budget of \$170,000 determined by the Successor Agency based on a thorough review of past and present administrative expenses and responsibilities; and (b) the use of prior reserve funds of \$456,600 (RPTTF received by the Successor Agency during the ROPS 24-25 period) to pay for certain tax allocation bond debt service payments to be made during the ROPS 25-26A period. Payment obligations listed on the ROPS 25-26 include payments with respect to the (i) outstanding tax allocation refunding bonds, (ii) Pier South Hotel, (iii) litigation defense costs and expenses, (iv) annual auditing services, and (v) administration and miscellaneous expenses.

RECOMMENDATION:

Staff recommends that the Successor Agency adopt Resolution No. SA-24-90 approving the Administrative Budget for the period from July 1, 2025 through June 30, 2026, and adopt Resolution No. SA-24-91 approving the ROPS 25-26 for the period from July 1, 2025 through June 30, 2026, and approve related actions.

OPTIONS:

- Adopt the resolutions as recommended.
- Provide staff with direction for alternative action.

BACKGROUND/ANALYSIS:

The Dissolution Law governing the wind-down of the former Imperial Beach Redevelopment Agency's (Former RDA) affairs requires the Successor Agency to prepare an Administrative Budget and submit the Administrative Budget to the Oversight Board for approval. The Dissolution Law further requires the Successor Agency to provide to the San Diego County Auditor-Controller (County Auditor-Controller) for each 6-month fiscal period the administrative cost estimates from its approved Administrative Budget that are to be paid from property tax

revenues (i.e. former tax increment revenues) deposited in the County's Redevelopment Property Tax Trust Fund (RPTTF) established for the Successor Agency. The administrative cost estimates paid with RPTTF is also known as Administrative Cost Allowance. Based on a thorough review of past and present administrative expenses and responsibilities, the Successor Agency is requesting for Fiscal Year 2025-2026 a total amount of \$170,000 as its Administrative Cost Allowance to pay its estimated administrative costs that are detailed in the proposed Administrative Budget. This amount is less than the amount requested last year in the prior ROPS 24-25.

The Dissolution Law also requires the Successor Agency to prepare a ROPS before each fiscal year period and to submit the ROPS for the fiscal year period of July 1, 2025 through June 30, 2026, after its approval and adoption by the Oversight Board (defined below), to the Department of Finance and the County Auditor-Controller not later than February 1, 2025. The ROPS serves as the designated reporting mechanism for disclosing the Successor Agency's minimum fiscal year payment obligations by amount and source, and the County Auditor-Controller is responsible for ensuring that the Successor Agency receives revenues from the RPTTF sufficient to meet the requirements of the ROPS during each fiscal year period. The Successor Agency has determined that it requires a total amount of \$2,094,100 from the RPTTF for Fiscal Year 2025-2026, which includes \$170,000 for administrative costs, to meet the financial enforceable obligations of the Successor Agency listed on the ROPS 25-26. In addition, the Successor Agency will use a total of \$456,600 in reserve funds (RPTTF received by the Successor Agency during the ROPS 24-25 period) to pay for certain tax allocation bond debt service payments to be made during the ROPS 25-26A period.

As a part of the ROPS 25-26, the Dissolution Law requires a reporting of cash balances for the prior period from July 1, 2022 through June 30, 2023 to determine the amount of unspent RPTTF funds received by the Successor Agency for payment obligations listed on the ROPS 22-23 that can be allocated and used toward payment obligations listed on the ROPS 25-26. A separate reconciliation of the ROPS 22-23 covering the period from July 1, 2022 through June 30, 2023 has determined an unaudited total amount of \$278,790 in unspent RPTTF funds which, if concurred by the Department of Finance, will be used by the Successor Agency to fund payment obligations listed on the ROPS 25-26, and therefore adjust the amount of RPTTF to be paid by the County Auditor-Controller to the Successor Agency in Fiscal Year 2025-2026 for the ROPS 25-26.

In 2018, the County of San Diego Countywide Redevelopment Successor Agency Oversight Board ("Oversight Board") was established pursuant to California Health and Safety ("H&S") Code Section 34179(j) of the Dissolution Law. This Oversight Board oversees all successor agencies located in the County of San Diego, including the Successor Agency. The Oversight Board possesses fiduciary responsibilities to holders of enforceable obligations and taxing entities that benefit from distributions of property taxes and other revenues. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Law.

Pursuant to the Dissolution Law, the Successor Agency is obligated to prepare and submit the ROPS on forms provided by the Department of Finance. In this regard, the Successor Agency staff has included in both Resolution No. SA-24-90 (i.e. Section 3(vi)) and Resolution No. SA-24-91 (i.e. Section 3(iv)) authorization and direction to the Executive Director or designee to revise the ROPS 25-26 and the Administrative Budget (if necessary), and make such changes and amendments as necessary, before the Successor Agency's official submittal of the ROPS 25-26 and the Administrative Budget to the Oversight Board and the Department of Finance in order to complete the ROPS 25-26 and the Administrative Budget in the manner provided by the Department of Finance and to conform the ROPS 25-26 and the Administrative Budget to the

form or format as prescribed by the Department of Finance. The Oversight Board will consider the Administrative Budget and the ROPS 25-26 at its meeting scheduled for Thursday, January 16, 2025 and the deadline to submit the Administrative Budget and the ROPS 25-26 to the Department of Finance is February 1, 2025.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The RPTTF funds requested are necessary to meet Successor Agency recognized and enforceable obligations under the Dissolution Law.

ATTACHMENTS:

ATT 1 – Resolution No. SA-24-90 Administrative Budget (ROPS 25-26)

ATT 2 – Administrative Budget - ROPS 25-26

ATT 3 – Resolution No. SA-24-91 Recognized Obligation Payment Schedule (ROPS) 25-26

ATT 4 – Recognized Obligation Payment Schedule (ROPS) 25-26

RESOLUTION NO. SA-24-90**A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE 12-MONTH FISCAL YEAR PERIOD FROM JULY 1, 2025 THROUGH JUNE 30, 2026 (ROPS 25-26 PERIOD) AND APPROVING RELATED ACTIONS**

WHEREAS, the Imperial Beach Redevelopment Agency (“Redevelopment Agency”) was a redevelopment agency in the City of Imperial Beach (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (“AB 26”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the California Health and Safety Code (“H&S Code”), including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under AB 26 (“Successor Agency”); and

WHEREAS, on February 1, 2012, the Redevelopment Agency was dissolved by operation of law and the Successor Agency was established pursuant to AB 26; and

WHEREAS, on February 15, 2012, the Board of Directors of the Successor Agency, adopted Resolution No. SA-12-01 naming itself the “Imperial Beach Redevelopment Agency Successor Agency,” the sole name by which it exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, as a separate legal entity with rules and regulations that apply to its governance and operations; and

WHEREAS, AB 26 has since been amended by various assembly and senate bills enacted and signed by the Governor. AB 26 as amended is hereinafter referred to as the “Dissolution Law”; and

WHEREAS, in 2018, the County of San Diego Countywide Redevelopment Successor Agency Oversight Board (“Oversight Board”) was established pursuant to H&S Code Section 34179(j) of the Dissolution Law. The Oversight Board possesses fiduciary responsibilities to holders of enforceable obligations and taxing entities that benefit from distributions of property taxes and other revenues. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Law; and

WHEREAS, on April 12, 2013, the California Department of Finance (“Department of Finance”) issued the Finding of Completion to the Successor Agency pursuant to H&S Code Section 34179.7 of the Dissolution Law; and

WHEREAS, H&S Code Section 34177(j) of the Dissolution Law requires the Successor Agency to prepare an administrative budget and submit the administrative budget to the Oversight Board for approval. The administrative budget shall include all of the following: (i) estimated amounts for Successor Agency administrative costs for the upcoming two 6-month fiscal periods; (ii) proposed sources of payment for Successor Agency administrative costs; and (iii) proposals for arrangements for administrative and operations services provided by the City or other entity; and

WHEREAS, H&S Code Section 34177(k) of the Dissolution Law requires the Successor Agency to provide to the San Diego County Auditor-Controller ("County Auditor-Controller") for each 6-month fiscal period the administrative cost estimates from its approved administrative budget that are to be paid from property tax revenues (i.e. former tax increment revenues) deposited in the County's Redevelopment Property Tax Trust Fund ("RPTTF") established for the Successor Agency; and

WHEREAS, staff of the Successor Agency seeks the Successor Agency's review and approval of the administrative budget covering the 12-month fiscal year period from July 1, 2025 through June 30, 2026 ("Administrative Budget"), in the form presented to the Successor Agency at this meeting, and the Successor Agency's authorization to submit the approved Administrative Budget to the Oversight Board for its approval and to forward the information required by H&S Code Section 34177(k) to the County Auditor-Controller; and

WHEREAS, the Administrative Budget has been prepared in accordance with H&S Code Section 34177(j) of the Dissolution Law and is consistent with the requirements of the H&S Code and other applicable law. As indicated in the Administrative Budget, the Successor Agency does not directly employ its own staff but relies on the employees and staff members of the City to perform its functions and operations required by the Dissolution Law; and

WHEREAS, the proposed source of payment of the costs set forth in the Administrative Budget in the amount of \$170,000 is property taxes from the County's RPTTF established for the Successor Agency. These costs in the amount of \$170,000 are listed as Item #11 on the proposed Recognized Obligation Payment Schedule for the 12-month fiscal year period from July 1, 2025 through June 30, 2026 ("ROPS 25-26") for funding from RPTTF, which ROPS 25-26 is proposed to be considered by the Successor Agency at this same meeting of the Successor Agency; and

WHEREAS, as required by H&S Code Section 34180(j) of the Dissolution Law, the Successor Agency will submit a copy of the Administrative Budget to the San Diego County Administrative Officer ("County Administrative Officer"), the County Auditor-Controller, and the Department of Finance at the same time that the Successor Agency submits the Administrative Budget to the Oversight Board for review and approval; and

WHEREAS, as required by H&S Code Section 34179(f) of the Dissolution Law, all notices required by law for proposed actions of the Oversight Board will be posted on the Successor Agency's internet website or the Oversight Board's internet website; and

WHEREAS, pursuant to H&S Code Section 34179(h)(1) of the Dissolution Law, written notice and information about all actions taken by the Oversight Board shall be provided to the Department of Finance as an approved Resolution by electronic means and in a manner of the Department of Finance's choosing; except, however, the Oversight Board is not required, by H&S Code Section 34179(h)(1)(B), to submit the Oversight Board action approving the Administrative Budget to the Department of Finance for its approval; and

WHEREAS, in furtherance of Part 1.85 of the Dissolution Law, a copy of the Administrative Budget as it may be approved by the Oversight Board will be submitted to the County Auditor-Controller and the State Controller's Office and will be posted on the Successor Agency's internet website. If desired by the Successor Agency or the Oversight Board, a copy of the Administrative Budget as it may be approved by the Oversight Board will be submitted to the Department of Finance; and

WHEREAS, pursuant to H&S Code Section 34183(a)(2) and (3) of the Dissolution Law, the County Auditor-Controller is required to make a payment of property tax revenues (i.e. former tax increment funds) from the RPTTF to the Successor Agency on June 1, 2025 and January 2, 2026 for payments to be made toward recognized obligations listed on the approved ROPS 25-26 and for the administrative cost allowance for administrative costs set forth in the Administrative Budget; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, the activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity proposed by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met;

NOW, THEREFORE, BE IT RESOLVED by the Imperial Beach Redevelopment Agency Successor Agency, as follows:

- Section 1.** The Successor Agency determines that the foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The Successor Agency approves the Administrative Budget covering the 12-month fiscal year period from July 1, 2025 through June 30, 2026, in substantially the form presented to the Successor Agency at this meeting.
- Section 3.** The Executive Director, or designee, of the Successor Agency is authorized and directed to: (i) submit the approved Administrative Budget to the Oversight Board for its review and approval and concurrently submit a copy of the Administrative Budget to the County Administrative Officer, the County Auditor-Controller, and the Department of Finance; (ii) if desired by the Successor Agency or the Oversight Board, submit the Administrative Budget, as approved by the Oversight Board, and written notice of the Oversight Board's approval of the Administrative Budget by Resolution, to the Department of Finance electronically pursuant to H&S Code Section 34179(h)(1) of the Dissolution Law; (iii) submit a copy of the Administrative Budget, as approved by the Oversight Board, to the County Auditor-Controller and the State Controller's Office; (iv) post the Administrative Budget, as approved by the Oversight Board, on the Successor Agency's internet website; (v) upon approval of the Oversight Board, submit to the County Auditor-Controller the administrative cost estimates from the

Administrative Budget in the amount of \$170,000 that are to be paid from property tax revenues deposited in the County's RPTTF established for the Successor Agency; (vi) revise the Administrative Budget, and make such changes and amendments as necessary, before official submittal of the Administrative Budget to the Oversight Board and the Department of Finance in order to complete the Administrative Budget in the manner provided by the Department of Finance and to conform the Administrative Budget to the form or format as may be prescribed by the Department of Finance; and (vii) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.

Section 4. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 5. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 6. The Successor Agency determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 7. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency
Successor Agency at its meeting held on the 4th day of December 2024, by the following vote:

AYES: BOARDMEMBERS:
NOES: BOARDMEMBERS:
ABSENT: BOARDMEMBERS:

PALOMA AGUIRRE,
CHAIRPERSON

ATTEST:

JACQUELINE M. KELLY, MMC
SECRETARY

**Successor Agency to the Imperial Beach Redevelopment Agency
Admin Budget - (ROPS 25-26Period)**

Salaries and Benefits		July-December 2025	January-June 2026	Fiscal Year 2025-2026
City Manager	5%			
Salaries		6,202	6,202	12,403
Benefits		2,912	2,912	5,824
Chief Administrative Officer	5%			
Salaries		5,667	5,667	11,335
Benefits		3,095	3,095	6,191
Comm Dev Director	5%			
Salaries		4,034	4,034	8,068
Benefits		1,434	1,434	2,868
Finance Director	10%			
Salaries		8,544	8,544	17,089
Benefits		3,310	3,310	6,619
City Clerk	5%			
Salaries		4,382	4,382	8,763
Benefits		1,899	1,899	3,798
Total Salaries and Benefits		41,479	41,479	82,958
<i>Other Operating Expenses</i>				
Materials, Services and Supplies				
Professional and Specialized Services		17,500	17,500	35,000
Other Charges		26,021	26,021	52,042
Total Materials, Services and Supplies		43,521	43,521	87,042
Total Succesor Agency Admin Allowance		\$ 85,000	\$ 85,000	\$ 170,000

RESOLUTION NO. SA-24-91**A RESOLUTION OF THE IMPERIAL BEACH REDEVELOPMENT AGENCY SUCCESSOR AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 25-26) FOR THE 12-MONTH FISCAL YEAR PERIOD FROM JULY 1, 2025 THROUGH JUNE 30, 2026 AND APPROVING RELATED ACTIONS**

WHEREAS, the Imperial Beach Redevelopment Agency (“Redevelopment Agency”) was a redevelopment agency in the City of Imperial Beach (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (“AB 26”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the California Health and Safety Code (“H&S Code”), including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-7136 on January 5, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under AB 26 (“Successor Agency”); and

WHEREAS, on February 1, 2012, the Redevelopment Agency was dissolved by operation of law and the Successor Agency was established pursuant to AB 26; and

WHEREAS, on February 15, 2012, the Board of Directors of the Successor Agency, adopted Resolution No. SA-12-01 naming itself the “Imperial Beach Redevelopment Agency Successor Agency,” the sole name by which it exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, as a separate legal entity with rules and regulations that apply to its governance and operations; and

WHEREAS, AB 26 has since been amended by various assembly and senate bills enacted by the Legislature and signed by the Governor. AB 26 as amended is hereinafter referred to as the “Dissolution Law”; and

WHEREAS, in 2018, the County of San Diego Countywide Redevelopment Successor Agency Oversight Board (“Oversight Board”) was established pursuant to H&S Code Section 34179(j) of the Dissolution Law. The Oversight Board possesses fiduciary responsibilities to holders of enforceable obligations and taxing entities that benefit from distributions of property taxes and other revenues. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Law; and

WHEREAS, on April 12, 2013, the California Department of Finance (“Department of Finance”) issued the Finding of Completion to the Successor Agency pursuant to H&S Code Section 34179.7 of the Dissolution Law; and

WHEREAS, pursuant to H&S Code Section 34171(h) of the Dissolution Law, “Recognized Obligation Payment Schedule” (“ROPS”) means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations of the Successor Agency for each fiscal year as provided in H&S Code Section 34177(o) of the Dissolution Law; and

WHEREAS, pursuant to H&S Code Section 34177(l)(3) of the Dissolution Law, the ROPS shall be forward looking to the next one year in accordance with H&S Code Section 34177(o); and

WHEREAS, according to H&S Code Section 34177(l)(1) of the Dissolution Law, the Successor Agency shall prepare a ROPS before each fiscal year period. For each recognized obligation, the ROPS shall identify one or more of the following sources of payment: (i) Low and Moderate Income Housing Funds, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance, (v) the Redevelopment Property Tax Trust Fund (“RPTTF”) but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provisions of Part 1.85 of the Dissolution Law, and (vi) other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former Redevelopment Agency as approved by the Oversight Board in accordance with Part 1.85 of the Dissolution Law; and

WHEREAS, it is the intent of the Dissolution Law that the ROPS serve as the designated reporting mechanism for disclosing the Successor Agency’s minimum fiscal year payment obligations by amount and source and that the San Diego County Auditor-Controller (“County Auditor-Controller”) will be responsible for ensuring that the Successor Agency receives revenues sufficient to meet the requirements of the ROPS during each fiscal year period; and

WHEREAS, pursuant to H&S Code Section 34177(o) of the Dissolution Law, the Successor Agency is required to submit the ROPS for the fiscal year period of July 1, 2025 through June 30, 2026, after its approval and adoption by the Oversight Board, to the Department of Finance and the County Auditor-Controller not later than February 1, 2025; and

WHEREAS, the ROPS covering the 12-month fiscal year period from July 1, 2025 through June 30, 2026 (“ROPS 25-26”) is presented to the Successor Agency at this meeting for review, approval, and adoption; and

WHEREAS, if approved and adopted by the Successor Agency, the ROPS 25-26 shall thereafter be submitted to the Oversight Board for review, approval, and adoption. In this regard, H&S Code Sections 34177(l)(2)(B) and 34180(j) of the Dissolution Law require the Successor Agency to submit a copy of the ROPS 25-26 to the San Diego County Administrative Officer (“County Administrative Officer”), the County Auditor-Controller, and the Department of Finance at the same time that the Successor Agency submits the ROPS 25-26 to the Oversight Board for approval; and

WHEREAS, pursuant to H&S Code Section 34177(l)(2)(C) of the Dissolution Law, a copy of the Oversight Board-approved ROPS 25-26 shall be submitted to the County Auditor-Controller, the State Controller’s Office and the Department of Finance and shall be posted on the Successor Agency’s internet website; and

WHEREAS, pursuant to H&S Code Section 34177(o)(1)(A) of the Dissolution Law, the Successor Agency shall submit a copy of the Oversight Board-approved ROPS 25-26 to the Department of Finance in the manner provided by the Department of Finance; and

WHEREAS, pursuant to H&S Code Section 34183(a)(2) of the Dissolution Law, the County Auditor-Controller is required to make a payment of property tax revenues (i.e. former tax increment funds) from the RPTTF to the Successor Agency on June 1, 2025 and January 2, 2026 for payments to be made toward recognized obligations listed on the ROPS 25-26 and approved by the Department of Finance; and

WHEREAS, the proposed ROPS 25-26 is consistent with the requirements of the H&S Code and other applicable law; and

WHEREAS, the proposed ROPS 25-26 contains the schedules for payments on enforceable obligations required for the applicable fiscal year period and sources of funds for payments as required pursuant to H&S Code Section 34177(l) of the Dissolution Law; and

WHEREAS, pursuant to H&S Code Section 34177(o)(1) of the Dissolution Law, the ROPS 25-26 as approved and adopted by the Oversight Board shall be submitted to the Department of Finance and the County Auditor-Controller no later than February 1, 2025. Section 34177(o)(1) further provides that the Department of Finance shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than April 15, 2025 and that the Successor Agency may, within 5 business days of the Department of Finance's determination, request additional review by the Department of Finance and an opportunity to meet and confer on disputed items. In the event of a meet and confer and request for additional review, the Department of Finance shall notify the Successor Agency and the County Auditor-Controller as to the outcome of its review at least 15 calendar days before the date of the first property tax distribution for that period (i.e. before June 1, 2025); and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, the activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity proposed by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met;

NOW, THEREFORE, BE IT RESOLVED by the Imperial Beach Redevelopment Agency Successor Agency, as follows:

- Section 1.** The Successor Agency determines that the foregoing recitals are true and correct and are a substantive part of this Resolution.
- Section 2.** The Successor Agency approves and adopts the ROPS 25-26 for the 12-month fiscal year period from July 1, 2025 through June 30, 2026, in substantially the form presented to the Successor Agency at this meeting.
- Section 3.** The Executive Director, or designee, of the Successor Agency is authorized and directed to: (i) provide the ROPS 25-26 to the Oversight Board for review, approval, and adoption and concurrently submit a copy of the ROPS 25-26 to the County Administrative Officer, the County Auditor-Controller, and the Department of Finance; (ii) submit the ROPS

25-26, as approved and adopted by the Oversight Board, to the Department of Finance and to the County Auditor-Controller no later than February 1, 2025; (iii) submit a copy of the ROPS 25-26, as approved and adopted by the Oversight Board, to the State Controller's Office and post the ROPS 25-26 on the Successor Agency's internet website; (iv) revise the ROPS 25-26, and make such changes and amendments as necessary, before official submittal of the ROPS 25-26 to the Oversight Board and the Department of Finance in order to complete the ROPS 25-26 in the manner provided by the Department of Finance and to conform the ROPS 25-26 to the form or format as prescribed by the Department of Finance; (v) make other non-substantive changes and amendments to the ROPS 25-26 as may be approved by the Executive Director of the Successor Agency and its legal counsel; and (vi) take such other actions and execute such other documents as are necessary or desirable to effectuate the intent of this Resolution on behalf of the Successor Agency.

- Section 4.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
- Section 5.** The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Law, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.
- Section 6.** The Successor Agency determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.
- Section 7.** This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED by the Imperial Beach Redevelopment Agency
Successor Agency at its meeting held on the 4th day of December 2024, by the following vote:

AYES: BOARDMEMBERS:
NOES: BOARDMEMBERS:
ABSENT: BOARDMEMBERS:

PALOMA AGUIRRE,
CHAIRPERSON

ATTEST:

JACQUELINE M. KELLY, MMC
SECRETARY

Recognized Obligation Payment Schedule (ROPS 25-26) - Summary
Filed for the July 1, 2025 through June 30, 2026 Period

Successor Agency: Imperial Beach

County: San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	25-26A Total (July - December)	25-26B Total (January - June)	ROPS 25-26 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 456,600	\$ -	\$ 456,600
B Bond Proceeds	-	-	-
C Reserve Balance	456,600	-	456,600
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 108,850	\$ 1,985,250	\$ 2,094,100
F RPTTF	23,850	1,900,250	1,924,100
G Administrative RPTTF	85,000	85,000	170,000
H Current Period Enforceable Obligations (A+E)	\$ 565,450	\$ 1,985,250	\$ 2,550,700

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Imperial Beach
Recognized Obligation Payment Schedule (ROPS 25-26) - ROPS Detail
July 1, 2025 through June 30, 2026

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$43,965,600		\$2,550,700	\$-	\$456,600	\$-	\$23,850	\$85,000	\$565,450	\$-	\$-	\$-	\$1,900,250	\$85,000	\$1,985,250
11	Admin Budget	Admin Costs	07/01/2025	06/30/2026	Successor Agency & City of Imperial Beach	Per Sections 34177(j) and 34177(k) of the Dissolution Law, the Administrative Budget and estimated payment with RPTTF was approved by Successor Agency by Resolution and presented to the Oversight Board for approval by Resolution. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	170,000	N	\$170,000	-	-	-	-	85,000	\$85,000	-	-	-	-	85,000	\$85,000
14	Pier South Hotel Project Requirements	OPA/DDA/Construction	12/01/2010	03/15/2066	Successor Agency & City of Imperial Beach	Fulfillment of Project requirements per Developer/Former RDA DDA and Ground Lease, per H&S Code Section 34171(d)(1)(E). See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	5,000	N	\$5,000	-	-	-	2,500	-	\$2,500	-	-	-	2,500	-	\$2,500
18	Litigation - Defense Costs/Fees	Litigation	04/25/2012	06/30/2026	Kane Ballmer & Berkman	Lawsuit filed by Affordable Housing Coalition of San Diego County re obligations of Former RDA. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	25,000	N	\$25,000	-	-	-	12,500	-	\$12,500	-	-	-	12,500	-	\$12,500
23	Tax Allocation Bonds Required Annual Continuing Disclosure	Fees	11/18/2010	06/01/2040	NBS	Costs relating to required annual continuing disclosure obligations of the Successor Agency on the 2020A Series TARBs and 2022 TARBs. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	4,000	N	\$4,000	-	-	-	2,000	-	\$2,000	-	-	-	2,000	-	\$2,000
24	Tax Allocation Bonds Property Tax	Fees	01/14/2004	06/01/2040	HdL	Data used by NBS for preparation of the required	Palm Ave Commercial Corridor	4,500	N	\$4,500	-	-	-	2,250	-	\$2,250	-	-	-	2,250	-	\$2,250

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Data Collection/ Monitoring					annual continuing disclosure obligations of the Successor Agency on the 2020A Series TARBs and 2022 TARBs. See Notes Page.	PA1, PA2															
25	Successor Agency Annual Financial Audit and Financial Statements Required by State Law	Dissolution Audits	01/01/ 2021	06/30/2028	Rogers, Anderson, Malody & Scoot, LLP	Costs relating to the Successor Agency's preparation of Annual Audit and Financial Statements required by State law. See Notes Page.	Palm Ave Commercial Corridor PA1, PA2	2,100	N	\$2,100	-	-	-	2,100	-	\$2,100	-	-	-	-	-	\$-
34	Trustee Services for 2020A Series TARBs and 2022 TARBS	Fees	11/18/ 2010	06/01/2040	Computershare Trust Company, NA	Trustee Services for the 2020A Series A and 2022 Tax Allocation Refunding Bonds. See Notes Page.	Palm Ave Commercial Corridor PA1, PA3	5,000	N	\$5,000	-	-	-	2,500	-	\$2,500	-	-	-	2,500	-	\$2,500
43	2020A Tax Allocation Refund Bonds issued by the SA in compliance with H&S Code Section 34177.5 as approved by the DOF (Refunded 2010 TABs)	Bonds Issued After 12/31/10	06/01/ 2020	06/01/2040	Computershare Trust Company NA	Bond Debt Service pursuant to H&S Code Section 34171(d)(1)(A), 34171(d)(1)(E), and 34177.5	Palm Ave Commercial Corridor PA1, PA2	13,780,000	N	\$551,200	-	275,600	-	-	-	\$275,600	-	-	-	275,600	-	\$275,600
44	Reserve for 2020A Tax Allocation Refunding Bond	Reserves	06/01/ 2020	06/01/2040	Computershare Trust Company, NA	Reserve for Bond Debt Service pursuant to Section 34171(d)(1)(A), 34171(d)(1)(E), and 34177.5 and as mandated by the bond indenture.	Palm Ave Commercial Corridor PA1, PA2	13,780,000	N	\$275,600	-	-	-	-	-	\$-	-	-	-	275,600	-	\$275,600
45	2022 Tax Allocation Refunding	Bonds Issued After 12/31/10	03/08/ 2022	06/01/2033	Computershare Trust Company, NA	Bond Debt Service pursuant to Section	Palm Ave Commercial Corridor	8,095,000	N	\$1,347,000	-	181,000	-	-	-	\$181,000	-	-	-	1,166,000	-	\$1,166,000

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 25-26 Total	ROPS 25-26A (Jul - Dec)					25-26A Total	ROPS 25-26B (Jan - Jun)					25-26B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Bonds (to refund 2013 Series TARBs)					34171(d)(1)(A), 34171(d)(1)(E), and 34177.5.	PA1, PA2															
46	Reserve for 2022 Tax Allocation Refunding Bonds	Reserves	03/08/2022	06/01/2033	Computershare Trust Company, NA	Reserve for Bond Debt Service pursuant to Section 34171(d)(1)(A), 34171(d)(1)(E),and 34177.5 as mandated by the bond indenture.	Palm Ave Commercial Corridor PA1, PA2	8,095,000	N	\$161,300	-	-	-	-	-	\$-	-	-	-	161,300	-	\$161,300

Imperial Beach
Recognized Obligation Payment Schedule (ROPS 25-26) - Report of Cash Balances
July 1, 2022 through June 30, 2023
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/22) RPTTF amount should exclude "A" period distribution amount.			1,827,842	88,902	798,297	Column 1-E represents \$576,556 in RPTTF paid in ROPS 21-22 to be used for bond debt service payments in December 2022 and PPA20-21 (\$86,926) and PPA21-22 (\$1,164,360) available for use in future ROPS periods. Column 1-F represents accumulated interest in the RPTTF Fund. Column 1-G represents PPA from prior years (PPA19-20) used for ROPS 22-23.
2	Revenue/Income (Actual 06/30/23) RPTTF amount should tie to the ROPS 22-23 total distribution from the County Auditor-Controller				(40,155)	1,627,505	Column 2-F represents the interest earned during FY22-23. The negative amount is reflective of a correction from an inaccuracy listed in this Column on the ROPS 24-25. Column 2-G represents RPTTF paid to the SA for ROPS 22-23 period.
3	Expenditures for ROPS 22-23 Enforceable Obligations (Actual 06/30/23)			511,600		1,653,112	Column 3-E represents \$511,600 in RPTTF paid in ROPS 21-22 as a reserve to be used for bond debt service payments paid in December 2022. Column 3-G represents

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 22-23 Cash Balances (07/01/22 - 06/30/23)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
							RPTTF expended during ROPS 22-23 period (excluding those paid by reserve).
4	Retention of Available Cash Balance (Actual 06/30/23) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					493,900	Column 4-F represents interest accumulated in prior years to be used during ROPS 24-25. Column 4-G represents RPTTF paid during ROPS 22-23 period as a reserve for bond debt service payments in December 2023 during ROPS 23-24 period.
5	ROPS 22-23 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 22-23 PPA form submitted to the CAC		No entry required			278,790	Column 5-G represents the PPA for ROPS 22-23
6	Ending Actual Available Cash Balance (06/30/23) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$1,316,242	\$48,747	\$-	

Imperial Beach
Recognized Obligation Payment Schedule (ROPS 25-26) - Notes
July 1, 2025 through June 30, 2026

Item #	Notes/Comments
11	The amount of the Administrative Cost Allowance is not intended to limit the use and amount of other funds available to the Successor Agency, if any is available, to be used to pay for additional administrative costs included in the Administrative Budget for the period July 1, 2025 through June 30, 2026
14	Costs associated with a DDA entered into by Former RDA on 12/16/10 & prior Ground Lease dated 3/15/11, in addition to Covenants, Conditions & Restrictions recorded on the Site. Pursuant to H&S Code Section 34171(d)(1)(E), this item constitutes an enforceable obligation. The SA was the fee owner & landlord of the Site. This item is excluded from the definition of & payment by the admin cost allowance & does not constitute an admin cost as a project-related cost pursuant to H&S Code Section 34171(b). Payment of this obligation is required by the underlying Former RDA DDA & prior Ground Lease, & therefore constitutes an enforceable obligation of the SA & shall be payable from RPTTF. On 12/9/22, the SA conveyed the real property to the lessee, Seacoast Inn, L.P. pursuant to the terms of the prior Ground Lease & the Option Agreement. Funds listed are to cover any expenses incurred by the SA associated with the wind down of the SA's fee title ownership & the conveyance of the Site to lessee.
18	Litigation costs due to the filing of a lawsuit by the Affordable Housing Coalition of San Diego County alleging that unmet obligations of the Former RDA pursuant to the California Community Redevelopment Law constitute an enforceable obligation of the SA payable from RPTTF. Costs relating to potential and pending litigation in connection with assets or obligations constitute an enforceable obligation of the SA and shall be payable from RPTTF monies, not as an administrative cost, pursuant to H&S Code Section 34171(b) and 34171(d)(1)(F)(i).
23	Costs relating to annual continuing disclosure obligations of the SA on the 2020A Series (Refunded 2010 Series) Tax Allocation Refunding Bonds and the 2022 Series (Refunded 2013 Series) Tax Allocation Refunding Bonds are required by the Indentures governing the issuance of the TARBs and constitute enforceable obligations of the SA pursuant to H&S Code Sections 34171(d)(1)(A), 34171(d)(1)(E), and 34177.5 and shall be payable from RPTTF monies, not as an administrative cost.
24	Costs relating to data collection and monitoring for the annual continuing disclosure obligations of the SA on the 2020A Series (Refunded 2010 Series) Tax Allocation Refunding Bonds and the 2022 Series (Refunded 2013 Series) Tax Allocation Refunding Bonds are required by the Indentures governing the issuance of the TARBs and constitute enforceable obligations of the SA pursuant to H&S Code Sections 34171(d)(1)(A), 34171(d)(1)(E), and 34177.5, and shall be payable from RPTTF monies, not as an administrative cost.
25	Costs relating to the SA's obligation to cause a CPA to prepare an annual post audit of its financial transactions and records as required by H&S Code Section 34177(n). Payment of this obligation is required by State law at H&S Code Section 34177(n) and therefore constitutes an enforceable obligation of the SA pursuant to H&S Code Section 34171(d)(1)(C) and shall be payable from RPTTF monies, and is not an administrative cost. Costs relating to the SA's obligation to cause a CPA to prepare an annual post audit of its financial transactions and records as required by H&S Code Section 34177(n). Payment of this obligation is required by State law at H&S Code Section 34177(n) and therefore constitutes an enforceable obligation of the SA pursuant to H&S Code Section 34171(d)(1)(C) and shall be payable from RPTTF monies, and is not an administrative cost.
34	Costs relating to Trustee services provided to the SA for both the 2020A Series (Refunded 2010 Series) Tax Allocation Refunding Bonds and the 2022 Series (Refunded 2013 Series) Tax Allocation Refunding Bonds are required by the Indentures governing the issuance of the TARBs and constitute

Imperial Beach
Recognized Obligation Payment Schedule (ROPS 25-26) - Notes
July 1, 2025 through June 30, 2026

Item #	Notes/Comments
	enforceable obligations of the SA pursuant to H&S Code Sections 34171(d)(1)(A), 34171(d)(1)(E), and 34177.5 and shall be payable from RPTTF monies, not as an administrative cost.
43	The amount of RPTTF sought in the ROPS 25-26B period represents the June 1, 2026 debt service payment on the 2020A Tax Allocation Refunding Bonds (Refunded 2010 Series) issued in March 2020. The December 1, 2025 debt service payment will be paid from RPTTF paid in the ROPS 24-25B period as a reserve. The Total Outstanding Debt listed for items #43 (Payment) and #44 (Reserve) is a duplicate in that both these items are for the same debt issuance.
44	The amount of RPTTF sought in the ROPS 25-26B period represents a reserve for the December 1, 2026 debt service payment. Bond covenants require that we request a full year (June/Dec Payments) on the ROPS.
45	The amount of RPTTF sought in the ROPS 25-26B period represents the June 1, 2026 debt service payment on the 2022 Tax Allocation Refunding Bonds (Refunded 2013 Series) issued in March 2022. The December 1, 2025 debt service payment will be paid from RPTTF paid in the ROPS 24-25B period as a reserve. The Total Outstanding Debt listed for items #45 (Payment) and #46 (Reserve) is a duplicate in that both these items are for the same debt issuance.
46	The amount of RPTTF sought in the ROPS 25-26B period represents a reserve for the December 1, 2026 debt service payment. Bond covenants require that we request a full year (June/Dec Payments) on the ROPS.

December 4, 2024

ITEM TITLE: 1337 HOLLY DEV. (APPLICANT); CONSTRUCT A NEW 4-STORY, 46-UNIT RESIDENTIAL DEVELOPMENT WITH 48 PARKING SPACES, DETACHED ADU, & A 5,244 SF PARK AT 1368-1376 HOLLY AVE. & 1368 14TH ST. (APN 633-161-14-00, 633-161-13-00, 633-161-12-00) USE-23-0066. (0600-20)

ORIGINATING DEPARTMENT:

Community Development

EXECUTIVE SUMMARY:

The owner of three properties located at 1368 Holly Avenue, 1376 Holly Avenue, and 1368 14th Street, zoned R-2000 (Medium Density Residential), has initiated the process to demolish three existing single-family homes and construct a new 4-story, 46-unit residential development comprised of a 45-unit multifamily building with 6 affordable units (3 very low income and 3 moderate income), 9 accessory dwelling units, and 30 market-rate units) plus one (1) detached accessory dwelling unit with 48 parking spaces and a 5,244 square foot park at 1368 Holly Avenue, 1376 Holly Avenue, and 1368 14th Street (APN 633-161-14-00, 633-161-13-00, 633-161-12-00) in the R-2000 (Medium Density Residential) Zone. The Design Review Board reviewed the project on August 15, 2024, and recommended approval of the project's design with a vote of 3 Ayes, 1 No, 1 member absent.

RECOMMENDATION:

That the City Council adopt Resolution No. 2024-087 approving Site Plan Review (SPR-23-0015), Design Review Case (DRC-23-0015), and categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15332 Class 32 (In-Fill Development Projects).

RATIONALE:

The proposed project aims to address the housing needs of low-income and moderate-income residents in Imperial Beach. By adding affordable housing units, it aligns with local regulations such as the Imperial Beach Municipal Code (IBMC) Chapter 19.65 Affordable Housing Density Bonus and State regulations including Government Code Section 65915. This development is also in line with Housing Element Goal 1 of the City's Housing Element, which seeks to meet current and future housing demands.

Furthermore, the project proposes the creation of a new 5,244 square foot park in an underserved area of the city. This new park would provide much-needed recreational opportunities for the community and is consistent with the Parks, Recreation, & Access Element Policy P-9 New Park

Land. Although the park is not a requirement for the development proposal, it is being voluntarily proposed for the project.

OPTIONS:

In addition to adopting staff's recommendations, the City Council can:

- Approve the project with modifications 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/ANALYSIS:

An application (USE-23-0066) was submitted to the City on June 11, 2024 for Site Plan Review (SPR-23-0015) and Design Review Case (DRC-23-0015) proposing to demolish three existing single-family residences and construct a new four-story, 46-unit residential development comprised of a 45-unit multifamily building with 6 affordable units (3 very low income and 3 moderate income), 9 accessory dwelling units, and 30 market-rate units) plus one (1) detached accessory dwelling unit with 48 parking spaces and a 5,244 square foot park at 1368 Holly Avenue, 1376 Holly Avenue, and 1368 14th Street (APN 633-161-14-00, 633-161-13-00, 633-161-12-00) in the R-2000 (Medium Density Residential) Zone.

The project site consists of three existing lots that total 34,505.21 square feet (0.79 Acres) that would be consolidated into a single lot as a part of the project. The project would demolish the existing three single family residences and construct a new four-story, 46-unit residential development comprised of a 45-unit multifamily building with 6 affordable units (3 very low income and 3 moderate income), 9 accessory dwelling units, and 30 market-rate units) plus one (1) detached accessory dwelling unit with 48 parking spaces and a 5,244 square foot park. Vehicular ingress and egress to the property would be provided via a full access driveway off of Holly Avenue leading into a ground floor parking area. Three existing curb cuts and driveways, two

located on Holly Avenue and one located on 14th Street, would be removed as a part of the project.



Building Orientation & Design: The proposed building orientation provides two detached buildings. The primary building is a multi-family structure with four-stories and 45-residential units fronting Holly Avenue and the second structure is a detached ADU fronting Holly Avenue on the southwestern corner of the lot. The ADU has been designed with the same building materials and colors as the adjacent multi-family structure. A concrete staircase fronting Holly Avenue provides direct pedestrian access from Holly Avenue to the multi-family building entrance. The detached ADU is fronting Holly Avenue with a pedestrian entrance located on the eastern elevation of the building which is directly accessible from the sidewalk fronting Holly Avenue. The multi-story residential structure includes both an elevator and stairwell to provide access to the upper floors. Additionally, the ground floor of the multi-family structure provides an enclosed bike storage area with a bike repair station, a lobby, a mailroom, and a gym. The multi-family structure would provide a mix of different unit types including: three studio units, 21 one-bedroom units, 15 two-bedroom units, and six three-bedroom units. Of the 45 residential units, three would be very low income and three would be moderate income units. Recreational open space is provided on the second floor with a courtyard that would include a variety of seating features, tables, shade structures, recreational amenities including a fire pit and grill, and would be landscaped with raised aluminum planters.



A 5,244 square foot pocket park is being proposed with the project. The pocket park would be located on the southeastern corner of Holly Avenue and 14th Street with the length of the park frontage on 14th Street.

The properties situated to the north, south, east, and west of the project site are in the R-2000 (Medium Density Residential) Zone. The land use of the properties located to the north and east of the property are multi-family, multi-story residential uses. The properties located to the south of the project site are a mix of multi-family, multi-story residences and single-story single-family residences. The properties to the west are single-story multi-family residences in duplex configurations.



Building Materials and Palette: The applicant has proposed a modern building design with a color palette that includes La Habra “snowfall” and La Habra “folkstone” with warm accents of “redwood” cement siding (ref. materials board shown below). A variety of building materials would be utilized for the building’s exterior finishes including cement plaster and cement board siding with a wood fiber aesthetic in the color tone “redwood” to emulate wood materials. Milgard style-line windows would be provided along all elevations, balcony railings will be a combination of metal guard rails, glass guard rails, and laser cut metal guard rails to provide varied visual interest along each of the building elevations. The site would be surrounded by a six-foot CMU block wall.

SEA CAPE VILLAGE



1A STUCCO TEXTURE
LA HABRA 1037 SAND FRESH

2 CEMENT BOARD SIDING
LAMBS HARVEST - SHIP LAP

4A METAL GUARD RAIL

4B GLASS GUARD RAIL

4C LASER CUT METAL GUARD RAIL

5 MILGARD STYLE-LINE
WINDOWS

6A CONCRETE MASONRY UNIT
R.C.P. PRECISION BLOCK

6B CONCRETE BLOCK
R.C.P. REDSTONE GREYSTONE

EXTERIOR FINISH SCHEDULE			
DESCRIPTION	MANUFACTURER	STYLE / CAT. NO.	COLOR/REMARKS
1A. 1037 SAND FRESH	LA HABRA	1037 SAND FRESH	LA HABRA 1037 SAND FRESH
1B. 1037 SAND FRESH	LA HABRA	1037 SAND FRESH	LA HABRA 1037 SAND FRESH
2. CEMENT BOARD SIDING	JAMES HARDIE	LAMBS HARVEST - SHIP LAP	LA HABRA 1037 SAND FRESH
3. CONCRETE	LA HABRA	CONCRETE	LA HABRA 1037 SAND FRESH
4A. METAL GUARD RAIL	LA HABRA	4A. METAL GUARD RAIL	LA HABRA 1037 SAND FRESH
4B. GLASS GUARD RAIL	LA HABRA	4B. GLASS GUARD RAIL	LA HABRA 1037 SAND FRESH
4C. LASER CUT METAL GUARD RAIL	LA HABRA	4C. LASER CUT METAL GUARD RAIL	LA HABRA 1037 SAND FRESH
5. MILGARD STYLE-LINE WINDOWS	MILGARD	5. MILGARD STYLE-LINE WINDOWS	MILGARD 5. MILGARD STYLE-LINE WINDOWS
6A. CONCRETE MASONRY UNIT	R.C.P.	6A. CONCRETE MASONRY UNIT	R.C.P. PRECISION BLOCK
6B. CONCRETE BLOCK	R.C.P.	6B. CONCRETE BLOCK	R.C.P. REDSTONE GREYSTONE

4 PLY BUILT UP ASPHALT ROOFING



PROPOSED APARTMENT BUILDING
1368 HOLLY AVE. IMPERIAL BEACH CA.

MATERIALS BOARD

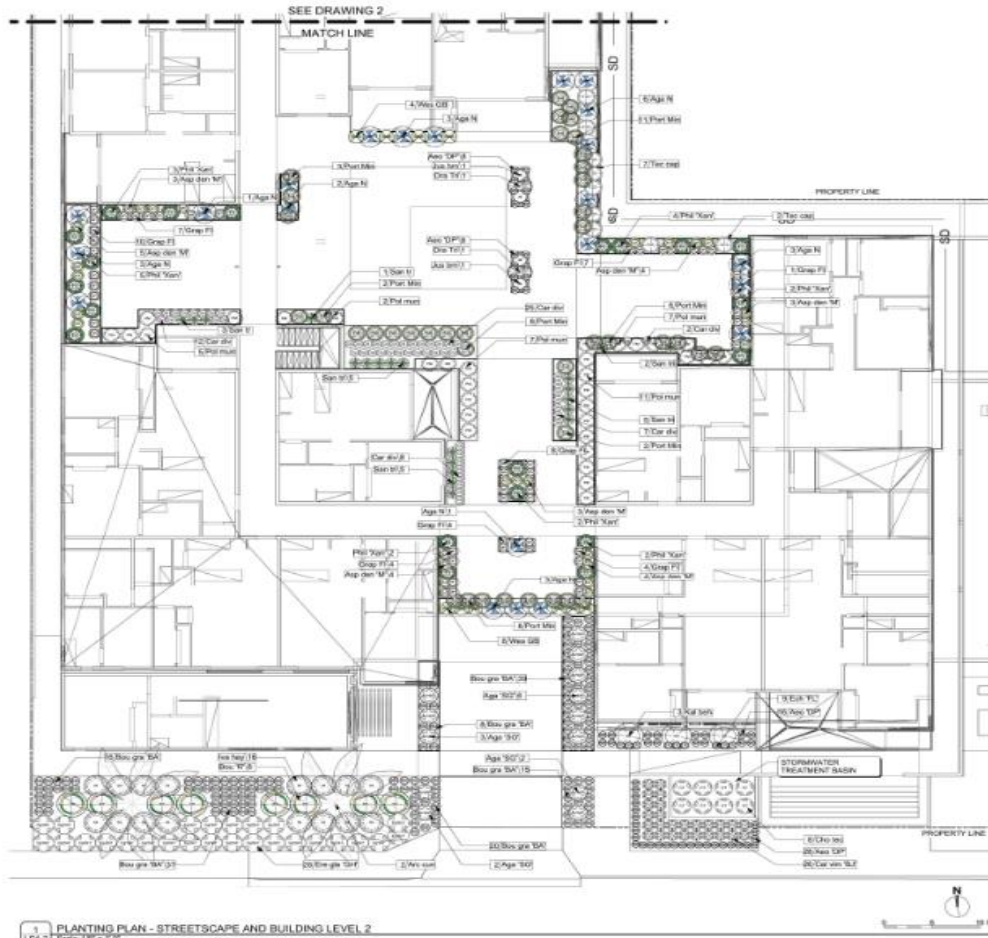
M-1





Trash Enclosure: An enclosed trash, recycling, and organics enclosure would be situated within the ground floor parking area not visible from the street. Waste, recycling, and organic pick-up would occur either from the drive aisle utilizing a smaller EDCO truck with a forklift or it would be rolled to Holly Avenue for pick up by EDCO.

Landscaping: Typically, new residential developments require that 300 square feet of usable open space be provided per unit and not less than fifty percent of the required front yard and street side yard setbacks shall be landscaped and permanently maintained. Per IBMC Section 19.50.020, "Usable open space" means an unobstructed portion of a lot which has a minimum dimension of ten feet in every direction, is landscaped and developed for active or passive recreational and leisure use and is conveniently located and accessible. The project would require 10,800 square feet of open space, not including the ADU's proposed for the project. The project proposes to provide a total of 13,612 square feet of open space with a 5,244 square foot pocket park that would be dedicated to the City, a 4,536 square foot courtyard accessible to all residents, and 3,804 square feet of private balcony space. Additionally, the project is providing 8,448 square feet of planted landscaped area. The pocket park is located on the street side yard of the property adjacent to the eastern property line and a portion is located within the front yard setback fronting the southeastern corner of Holly Avenue and 14th Street, 1,552 square feet of landscaped area is provided within the front yard in addition to the pocket park, 1,000 square feet of landscaped area is provided within the rear yard, and the courtyard proposes to provide 654 square feet of planted areas within planters. The project proposes a variety of different trees, succulents, grasses, shrubs, and cacti. Additionally, the project proposes varying ground cover materials inclusive of permeable pavers, decomposed granite, porcelain pavers, and wood decking.



TREES



Dracaena marginalata
'Tricolor'

SHRUBS AND GRASSES



Asparagus densiflorus 'Myers'



Carex divulsa



Justicia brandegeana



Philodendron 'Xanadu'



Polystichum
munitum



Tecomaria
capensis Hybrid
'Yellow Cape Town'



Westringia fruticosa
'Grey Box'

SUCCULENTS AND CACTI



Aeonium tabuliforme



Agave attenuata 'Nova'



Graptoveria 'Fred Ives'



Portulacaria afra 'Minima'

Front and Street Side Yard

GROUND FLOOR PLANTS

TREES



*Archontophoenix
cunninghamiana*

SHRUBS AND GRASSES



Bougainvillea 'Rosenka'



*Bouteloua gracilis 'Blonde
Ambition'*



*Callistemon
viminalis 'Better
John'*



Chondropetalum tectorum



*Eremophila glabra 'Grey
Horizon'*



Iva hayesiana



*Ribes viburnifolium
'Spoozier's Mesa'*



Rosa californica

SUCCULENTS AND CACTI



Aeonium tabuliforme



*Agave villmoriana
'Stained Glass'*



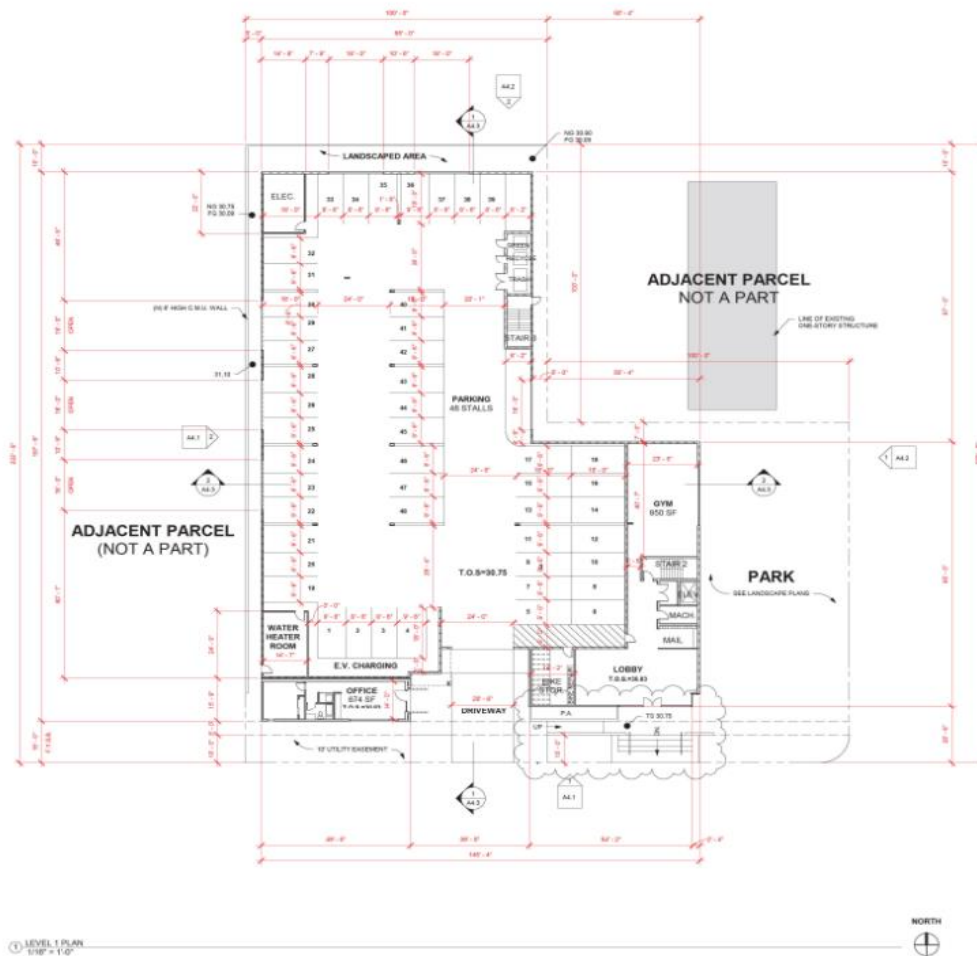
Echeveria 'First Lady'



Kalanchoe beharensis

Parking: A total of 48 parking spaces are proposed for the project. The applicant is proposing to utilize Government Code Section 65863.2. (a) also known as California Assembly Bill 2097 (AB 2097), which prohibits a local agency from imposing or enforcing any minimum automobile parking requirement on a residential, commercial, or other development project if the project is located within one-half mile of public transit. The applicant stated that the project provides 48 parking spaces exceeding what would typically be required for similar projects per the requirements of California Government Code Section 65863.2. (a). The project would be located within a half mile of public transit located at the intersection of 13th Street and Imperial Beach Boulevard.

To further offset the parking impact, the applicant is requesting the utilization of two on-street parking spaces dedicated for the use of the building residents as an affordable housing development concession and proposing to include both short-term and long-term bicycle parking on site. Additionally, they are proposing to provide a bicycle repair station within the bicycle storage area.



Lighting: Exterior wall mounted lighting fixtures have been incorporated in the private balconies on the building facades to enhance the architecture of the building. Six pole lights are proposed to be placed throughout the pocket park along with pedestrian scale lighting to enhance safety and circulation as well as not impact the surrounding neighbors and uses. Pedestrian scale lighting is also proposed in the landscaped areas fronting the building along Holly Avenue and within the courtyard which would be installed within the aluminum raised planters. Per the photometric plan for the project, the project lighting would be restrained in color and brightness. All of the lighting and lighting fixtures are architecturally compatible and scaled to the buildings with consideration for energy efficiency.



General Plan/ Zoning Consistency: Per IBMC Section 19.65.010, to encourage the provision of affordable housing, the City shall provide to developers who meet the requirements established by this chapter and Government Code (GC) Section 65915 (Density Bonus Law) a density bonus and the incentives identified in GC Section 65915. Additionally per IBMC Section 19.65.070, consistent with GC Section 65915, the City may not apply any development standard that will have the effect of physically precluding the construction of an affordable housing development meeting the criteria per GC Section 65915 at the densities or with the concessions or incentives permitted by GC Section 65915, and 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. The applicant is proposing to provide the public benefit of a park to the community which would be dedicated to the City and to substantially conform with the underlying zoning requirements that would not preclude the construction of the project at the densities allowed per GC Section 65915. As the project is providing 15% of the residential units for very low-income households, the applicant qualifies for three incentives or concessions. There are no minimum or maximum number of waivers that may be requested by the applicant. The City Council will make the determination regarding the proposed incentives/concessions and waivers for the project. The applicant is requesting concessions and waivers on the parking, building height, building separation, floor area ratio, lot coverage, rear yard setback, and processing requirements.

A total of 48 parking spaces are proposed. The applicant is proposing to utilize Government Code Section 65863.2. (a) also known as California Assembly Bill 2097 (AB 2097), which prohibits a local agency from imposing or enforcing any minimum automobile parking requirement on a residential, commercial, or other development project if the project is located within one-half mile of public transit. Based on these requirements, the applicant would be required to provide zero (0) parking spaces including the ADUs. The applicant stated that the project provides 48 parking spaces exceeding what would typically be required for similar projects per the requirements of California Government Code Section 65863.2. Acknowledging the need for additional parking, the applicant is requesting a concession to allow two on-street parking stalls to be dedicated as building parking. To reduce the impact of the on-street parking loss, the project is closing three existing curb cuts and creating one new curb cut on Holly Avenue, this would add two more on street parking spaces than what the existing street configuration provides. To accommodate the 48 parking spaces located within the parking area, the applicant is requesting a waiver to the

minimum length of a parking space. IBMC Section 19.48.090 requires that a parking space adjoining a wall provide an additional foot on the obstructed side, the applicant is requesting to allow the parking spaces to be reduced to 18' in length to include additional parking for residents and to reduce the vehicular impact to the surrounding neighborhood.

Typically, projects require that 60% of the required useable open space for the project be provided at grade unenclosed. To allow for the project to provide off-street parking, the applicant is requesting a waiver to requirement, providing 48.8% of the useable open space at grade unenclosed.

Regarding the proposed building height, the applicant is proposing that the building, measured from the average of the existing grade to the highest point of the structure including the parapets and the staircase enclosure, is 50'. The building would be a four-story structure, and measuring from the average of the existing grade to the roof is 40' in height. The parapets extend above the 40' building height by 2'-6" and the enclosure for the staircase extends above the 40' building height by 10'; these structures may exceed the height limit (ref. IBMC Section 19.40.020). The building is located in the R-2000 Zone which would typically require the building to be two stories or 26' in height. The applicant is stating that imposition of the building height requirements would preclude their ability to accommodate the density that is allowed per GC Section 65915, therefore, they are requesting a waiver to the building height requirements to allow two additional stories and a total building height of 40' to the roof of the structure with an additional 10' to allow for the parapets and staircase enclosure.

The floor area ratio (F.A.R) requirement in the R-2000 zone is 75% percent and the maximum lot coverage is 50% percent, however, the applicant is providing 117% F.A.R. and 62% lot coverage. Additionally, the rear yard setback in the R-2000 zone is 10', while the applicant is meeting the rear yard setback requirement on most of the structure, the portion of the northern elevation that is located on the eastern side of the lot is proposing a 3' reduction in the requirements for a 7' rear yard setback. The applicant states that the F.A.R, lot coverage, and rear yard setback requirements would preclude their ability to accommodate the density that is allowed per GC Section 65915, therefore, they are requesting a waiver for these development standards.

The applicant stated that to enable the project development which is inclusive of a public pocket park and affordable units to be feasible, the allowance for nine converted ADUs and the construction of one detached ADU is necessary. Typically, the R-2000 zone requires that no buildings shall be located less than ten feet from any other building on the same lot. To facilitate the development of the detached ADU, one of the project concessions the applicant is requesting is for a reduction of the building separation requirements from ten feet to six inches. Additionally, to facilitate the development of the nine ADUs, the applicant is requesting that the construction of non-habitable space and subsequent conversion of the space into ADU's within the multi-family structure be allowed to be processed concurrently.

The proposed project would provide affordable housing and a pocket park that would provide necessary recreational open space in an underparked area of the community. The project is consistent with Chapter 19.65 Affordable Housing Density Bonus, GC Section 65915, and is consistent with the City's adopted 6th Cycle Housing Element by providing affordable housing.

DESIGN REVIEW BOARD:

The Design Review Board reviewed the project on August 15, 2024. It recommended approval of the project's design with a vote of 3 Ayes, 1 No, 1 member absent with the following recommendations:

- The City should not grant any dedicated street parking spaces for the project.

- The project should designate off-street parking spaces to individual units and clearly label each space.
- Enhance screening to reduce lighting impacts, especially to the northeast corner.
- Coordinate with neighbors to mitigate privacy concerns.
- Address concerns about building height and views.
- Reduce the building to 3 stories or less.
- Provide additional parking. Adequate parking is crucial for the project's viability.
- Require the developer to return to the DRB if the park is not dedicated to the City.
- DRB recommends that the City Council carefully consider the waivers/concessions per state law, specifically those that would allow for height increases and reduced setbacks.
- Include one or more family-sized units with 2-3 bedrooms.
- Provide more certainty regarding the park's future status as a public park.
- Consider alternative designs that may have less impact on neighbors.
- Consider increasing the amount of Transportation Demand Management Strategies.

The applicant carefully considered the Design Review Board's recommendations and implemented necessary changes to the proposed housing development design where feasible. Most notably, the applicant limited the light impact on the northeast corner by having balcony wall sconces but no common area wall sconces and adding landscaping in the courtyard level on the northeast corner.

In instances where the Design Review Board's recommendations were deemed impractical or infeasible, the applicant has submitted detailed justifications for the alternative decisions made (reference Attachment 5).

GENERAL PLAN/ ZONING CONSISTENCY: The proposed development is subject to the R-2000, Medium Density Residential, zoning requirements. The purpose of the R-2000 zone is to provide for the development of detached and attached single family and multifamily dwellings in a moderately intense residential living environment in typically one and two story dwelling units. Typical of this zone are detached and attached single family dwellings, duplexes, apartments, condominiums and townhomes. The proposed project would provide a multifamily structure providing market rate and affordable housing, meeting the intent of the land use designation.

Zoning:

STANDARDS	PROVIDED/PROPOSED
<p>Floor Area Ratio and Lot coverage requirements are as follows: The maximum allowable floor area ratio shall be seventy-five percent, and the maximum lot coverage shall be fifty percent. Garages or covered parking areas shall be excluded from the floor area ratio requirements.</p> <p>Yard requirements for the R-2000 zone are as follows:</p> <p>A. Front Yard. There shall be a minimum front yard of fifteen feet, provided that the front of a garage shall be set back a minimum of twenty feet.</p>	<p>The floor area ratio (F.A.R) requirement in the R-2000 zone is 75% percent and the maximum lot coverage is 50% percent, however, the applicant is providing 117% F.A.R. and 62% lot coverage. Additionally, the rear yard setback in the R-2000 zone is 10', while the applicant is meeting the rear yard setback requirement on most of the structure, the portion of the northern elevation that is located on the eastern side of the lot is proposing a 3' reduction in the requirements for a 7' rear yard setback. The applicant states that the</p>

<p>B. Side Yard. There shall be a minimum side yard on each side of five feet.</p> <p>C. Rear Yard. There shall be a minimum rear yard of five feet if on an alley and ten feet if no alley.</p> <p>D. Street Side Yard. There shall be a minimum street side yard of ten feet.</p> <p>E. Additional yard requirements in relation to single family homes. In considering site plan review or design review for projects adjacent to a single family house, consideration shall be given to increased yard set-backs for upper floors in order to preserve the values of the single family home</p>	<p>F.A.R, lot coverage, and rear yard setback requirements would preclude their ability to accommodate the density that is allowed per GC Section 65915, therefore, they are requesting a waiver for these development standards.</p> <p>The project meets the side yard setback of 5', the front yard setback of 15', and the street side yard setback of 10'.</p>
<p>Open Space and Landscaping Requirements</p> <p>A. Not less than fifty percent of the required front yard and street side yard setbacks shall be landscaped and permanently maintained. The remainder of the required yard may be used for driveways and walkways.</p> <p>B. Landscaping shall be provided within the parking area or immediately abutting it.</p>	<p>Typically, new residential developments require that 300 square feet of usable open space be provided per unit and not less than fifty percent of the required front yard and street side yard setbacks shall be landscaped and permanently maintained. Per IBMC Section 19.50.020, "Usable open space" means an unobstructed portion of a lot which has a minimum dimension of ten feet in every direction, is landscaped and developed for active</p>

<p>C. There shall be a minimum four-foot landscaped area between the structure and any parking located in front of the structure.</p> <p>D. There shall be a minimum three-foot-wide landscaped area between the parking area and each side lot line when parking is located between the structure and the street.</p> <p>E. Prior to issuance of any building permit, a complete landscaping plan shall be submitted to the Community Development Department for approval. Such approval shall be subject to appeal in the manner set forth in Sections 19.84.070 through 19.84.090.</p> <p>F. Landscaping and required watering system shall be installed prior to the use of the premises. All landscaping material in required landscaping areas shall be permanently maintained in a growing and healthy condition, including trimming, as appropriate to the landscaping material.</p> <p>G. A permanent irrigation system shall be installed to serve all landscaped areas.</p>	<p>or passive recreational and leisure use and is conveniently located and accessible. The project would require 10,800 square feet of open space, not including the ADU's proposed for the project. The project proposes to provide a total of 13,612 square feet of open space with a 5,244 square foot pocket park that would be dedicated to the City, a 4,536 square foot court yard accessible to all residents, and 3,804 square feet of private balcony space. Additionally, the project is providing 8,448 square feet of planted landscaped area. The pocket park is located on the street side yard of the property adjacent to the eastern property line and a portion is located within the front yard setback fronting the southeastern corner of Holly Avenue and 14th Street, 1,552 square feet of landscaped area is provided within the front yard in addition to the pocket park, 1,000 square feet of landscaped area is provided within the rear yard, and the courtyard proposes to provide 654 square feet of planted areas within planters. The project is proposing a variety of different trees, succulents, grasses, shrubs, and cacti. Additionally, the project proposes varying ground cover materials inclusive of permeable pavers, decomposed granite, porcelain pavers, and wood decking.</p>
<p>The minimum lot size for any new lot created in the R-2000 zone shall be six thousand square feet. (IBMC Section 19.16.040)</p>	<p>The project is proposing a lot consolidation where two lots would be consolidated and a boundary adjustment would be made resulting in two lots. Each resulting lot would measure approximately 27,500 square feet and 5,244 square feet.</p>
<p>Every new lot created in an R-2000 zone shall have a minimum width along a street of fifty feet (Section 19.16.050).</p>	<p>The new lots would meet the minimum width along a street of 50 feet.</p>

<p>No principal building or structure shall exceed two stories or twenty-six feet in height, whichever is less. No accessory building or structure shall exceed fifteen feet in height. (IBMC Section 19.16.060).</p>	<p>The applicant is proposing that the building, measured from the average of the existing grade to the highest point of the structure including the parapets and the staircase enclosure, is 50'. The building would be a four-story structure, and measuring from the average of the existing grade to the roof is 40' in height. The parapets extend above the 40' building height by 2'-6" and the enclosure for the staircase extends above the 40' building height by 10'; these structures may exceed the height limit (ref. IBMC Section 19.40.020). The building is located in the R-2000 Zone which would typically require the building to be two stories or 26' in height. The applicant is stating that imposition of the building height requirements would preclude their ability to accommodate the density that is allowed per GC Section 65915, therefore, they are requesting a waiver to the building height requirements to allow two additional stories and a total building height of 40' to the roof of the structure with an additional 10' to allow for the parapets and staircase enclosure.</p>
<p>No buildings shall be located less than ten feet from any other building on the same lot. (Section 19.16.070)</p>	<p>A detached accessory dwelling unit is proposed on the same lot. To facilitate the development of the detached ADU, one of the project concessions the applicant is requesting for a reduction of the building separation requirements from ten feet to six inches.</p>
<p>The number of required off-street parking spaces for residential uses shall be as follows: R-2000: two spaces per dwelling unit, fifty percent enclosed. (IBMC 19.48.030)</p>	<p>Per Imperial Beach Municipal Code Section 19.48.030, the number of off-street parking spaces for residential uses shall be two spaces per dwelling unit, fifty percent enclosed. A total of 48 parking spaces are proposed for the project. The applicant is proposing to utilize Government Code Section 65863.2. (a) also known as California Assembly Bill 2097 (AB 2097), which prohibits a local agency from imposing</p>

	<p>or enforcing any minimum automobile parking requirement on a residential, commercial, or other development project if the project is located within one-half mile of public transit. The applicant stated that the project provides 48 parking spaces exceeding what would typically be required for similar projects per the requirements of California Government Code Section 65863.2. (a). The project would be located within a half mile of public transit located at the intersection of 13th Street and Imperial Beach Boulevard.</p> <p>To further offset the parking impact, the applicant is requesting the utilization of two on-street parking spaces dedicated to the use of the building residents as an affordable housing development concession and proposing to include both short-term and long-term bicycle parking on site as a transportation demand management strategy. Additionally, they are proposing to provide a bicycle repair station within the bicycle storage area.</p>
--	---

Surrounding Land Use and Zoning:

Surrounding Properties	Surrounding Zoning	Surrounding Land Use
North	R-2000 (Medium Density Residential)	Residential
South	R-2000 (Medium Density Residential)	Residential
East	R-2000 (Medium Density Residential)	Residential
West	R-2000 (Medium Density Residential)	Residential

ENVIRONMENTAL DETERMINATION:

This project may be categorically exempted from the requirements of the California Environmental Quality Act (CEQA) as a Class 32 project pursuant to CEQA Guidelines Section 15332 (In-Fill Development Projects).

COASTAL JURISDICTION:

This project is not located in the coastal zone as defined by the California Coastal Act of 1976.

FISCAL IMPACT:

The applicant has deposited \$4,500 to fund the processing of their application. Subject to the authorization via an approved Density Bonus Agreement, the applicant has requested a waiver of the City permitting and planning fees. This is contingent upon the standing of the approvals of the project entitlements by the City Council and would require an approved Density Bonus Agreement.

ATTACHMENTS:

Attachment 1: Resolution No. 2024-087

Attachment 2: Architectural Plans, Materials Board & Colored Elevations

Attachment 3: Landscape Plans

Attachment 4: Project Renderings

Attachment 5: Response Letter to Design Review Board Recommendations

RESOLUTION NO. 2024-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING SITE PLAN REVIEW (SPR-23-0015), DESIGN REVIEW CASE (DRC-22-0015), AND A CATEGORICAL EXEMPTION PURSUANT TO CEQA GUIDELINES 15332 (IN-FILL DEVELOPMENT PROJECTS) FOR THE CONSTRUCTION OF A NEW 4-STORY, 46-UNIT AFFORDABLE HOUSING PROJECT WITH 48 PARKING SPACES AND 5,272 SF PARK AT 1368-1376 HOLLY AVENUE & 1368 14TH STREET (APN 633-161-14-00, 633-161-13-00, 633-161-12-00) USE-23-0066.

**DEVELOPER: 1337 HOLLY DEVELOPMENT
(referred to herein as “Developer,” “Owner,” or “Applicant”)**

WHEREAS, on December 4, 2024 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 Site Plan Review (SPR-23-0015), Design Review Case (DRC-23-0015), and Categorical Exemption pursuant to CEQA Guidelines 15332 (In-fill Development) proposing to demolish three existing single-family residences and construct a new 4-story, 46-unit residential development comprised of a 45-unit multifamily building with 6 affordable units (3 very low income and 3 moderate income), 9 accessory dwelling units, and 30 market-rate units) plus one (1) detached accessory dwelling unit with 48 parking spaces and a 5,272 square foot park at 1368 Holly Avenue, 1376 Holly Avenue, and 1368 14th Street (APN 633-161-14-00, 633-161-13-00, 633-161-12-00) in the R-2000 (Medium Density Residential) Zone.

WHEREAS, on August 15, 2024 the Design Review Board recommended approval of the project with a 3 Ayes, 1 No, 1 member absent; and

WHEREAS, the project design 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 and Housing Elements of the General Plan; and,

WHEREAS, approvals of the entitlements are subject to the applicant and owners of the Property entering into a density bonus agreement with the City pursuant to Chapter 19.65 of the Imperial Beach Municipal Code to receive applicable development incentives due to the provision of affordable housing; 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, three of the residential units would be designated as affordable for very-low income households and three of the residential units would be designated as affordable for moderated income households subject to the applicant and owners of the Property entering into a density bonus agreement with the City pursuant to the Imperial Beach Municipal Code; and

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

DESIGN REVIEW/SITE PLAN REVIEW (IBMC § 19.81.060):

1. **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 new 4-story, 46-unit residential development comprised of a 45-unit multifamily building with 6 affordable units (3 very low income and 3 moderate income), 9 accessory dwelling units, and 30 market-rate units) plus one (1) detached accessory dwelling unit with 48 parking spaces and a 5,272 square foot park. 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.

2. 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 R-2000 (Medium Density Residential) Zone. The purpose of the R-2000 zone is to provide for the development of detached and attached single family and multifamily dwellings in a moderately intense residential living environment in typically one and two story dwelling units. Typical of this zone are detached and attached single family dwellings, duplexes, apartments, condominiums and townhomes. The proposed project would provide a multifamily structure providing market rate and affordable housing, meeting the intent of the land use designation.

Per IBMC Section 19.65.010, to encourage the provision of affordable housing, the City shall provide to developers who meet the requirements established by this chapter and Government Code (GC) Section 65915 (Density Bonus Law) a density bonus and the incentives identified in GC Section 65915. Additionally per IBMC Section 19.65.070, consistent with GC Section 65915, the City may not apply any development standard that will have the effect of physically precluding the construction of an affordable housing development meeting the criteria per GC Section 65915 at the densities or with the concessions or incentives permitted by GC Section 65915, and 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. The applicant is proposing to voluntarily provide the public benefit of a park to the community which would be dedicated to the City and to substantially conform with the underlying zoning requirements that would not preclude the construction of the project at the densities allowed per GC Section 65915. As the project is providing 15% of the residential units for very low-income households, the applicant qualifies for three incentives or concessions. There are no minimum or maximum number of waivers that may be requested by the applicant. The City Council will make the determination regarding the proposed incentives/concessions and waivers for the project. The applicant is requesting concessions and waivers on the parking, building height, building separation, floor area ratio, lot coverage, rear yard setback, and processing requirements.

The project proposes 48 parking spaces. The applicant cites California Assembly Bill 2097 (AB 2097), which exempts projects within half a mile of public transit from minimum parking requirements, to justify providing zero parking spaces. However, to accommodate the proposed 48 parking spaces, the applicant requests two concessions:

The applicant seeks approval to dedicate two on-street parking stalls as building parking. To mitigate the loss of on-street parking, the project will close three existing curb cuts

and create one new curb cut on Holly Avenue, resulting in a net gain of two on-street parking spaces.

To maximize the number of parking spaces within the parking area, the applicant requests a waiver to reduce the minimum parking space length from 19 feet to 18 feet. This reduction will allow for additional parking for residents and reduce the project's vehicular impact on the neighborhood. Typically, projects in this zoning district require 60% of the usable open space to be at grade and unenclosed. To accommodate off-street parking, the applicant seeks a waiver to provide only 48.8% of the usable open space at grade and unenclosed.

Regarding building height, the applicant proposes a four-story structure with a maximum height of 50 feet, measured from the average existing grade to the highest point, including parapets and a staircase enclosure. While the building's roof height is 40 feet, the parapets and staircase enclosure exceed this height by 2.5 feet and 10 feet, respectively. This proposed height exceeds the zoning district's limit of two stories or 26 feet. The applicant argues that the standard height limit would prevent them from achieving the density allowed by state law (GC Section 65915) and requests a waiver to allow for the additional stories and height.

The zoning district's floor area ratio (FAR) limit is 75%, and the maximum lot coverage is 50%. However, the applicant proposes an FAR of 117% and lot coverage of 62%. Additionally, the rear yard setback requirement is 10 feet, but the applicant proposes a 7-foot setback for a portion of the northern elevation. The applicant claims that these standard requirements would also hinder their ability to achieve the desired density and requests waivers for these development standards.

To make the project financially feasible, the applicant proposes nine converted accessory dwelling units (ADUs) and one detached ADU. Typically, buildings in this zoning district must be at least ten feet apart. To accommodate the detached ADU, the applicant seeks a waiver to reduce this separation requirement to six inches. Furthermore, to streamline the ADU conversion process, the applicant requests permission to construct non-habitable space within the multi-family structure and convert it into ADUs concurrently.

The project aims to provide affordable housing and a public pocket park in an under-served area, aligning with the City's General Plan, affordable housing goals and the 6th Cycle Housing Element. Therefore, the proposed residential development and park meet the purpose and intent of the General Plan and Local Coastal Plan.

3. The proposed use is compatible with other existing and proposed uses in the neighborhood.

The properties to the north, east, west, and south are residential neighborhoods with a mix of single-family and multi-family residential configurations. The proposed affordable senior housing and neighborhood center development project is compatible with other uses in the neighborhood because it provides increased setbacks and stepbacks throughout the site, provides privacy fencing that also offers noise mitigation to the adjacent uses, and scales the development with the site design to be compatible with the nearby properties which are comprised of multiple-story multi-family residential structures and single-story single-family residential structures.

4. 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 Holly Avenue and the surrounding uses consist of residential neighborhoods to the east, west, south, and north. The project proposes varied rooflines and architectural detailing and relief through the incorporation of building recesses. The site layout and design is harmonious with the area because it substantially conforms with the setback and stepback requirements.

5. The combination and relationship of one proposed use to another on the site is properly integrated.

The project proposes residential development that is properly integrated into the site design. The design style and the choice of building materials properly integrate the building with surrounding uses.

6. 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 Holly Avenue. Access and ingress and egress for the project should not create undue traffic problems.

7. All other applicable provisions of the Zoning Code are complied with.

The project complies with all other criteria set forth in the City of Imperial Beach Zoning Ordinance.

8. 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.

9. Public Notice requirements, pursuant to Zoning Ordinance Section 19.81.050, 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 November 22, 2024, and a public hearing notice was published in the Imperial Beach Eagle & Times newspaper on November 21, 2024.

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 Site Plan Review (SPR-23-0015), Design Review Case (DRC-23-0015), and Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15332 (In-Fill Development Projects) for the demolition of three existing single-family residence and the construction of a new 4-story, 46-unit residential development comprised of a 45-unit multifamily building with 6 affordable units (3 very low income and 3 moderate income), 9 accessory dwelling units, and 30 market-rate units) plus one (1) detached accessory dwelling unit with 48 parking spaces and a 5,272 square foot park at 1368 Holly Avenue, 1376 Holly Avenue, and 1368 14th Street (APN 633-161-14-00, 633-161-13-00, 633-161-12-00) in the R-2000 (Medium Density Residential) Zone are hereby approved subject to the following:

CONDITIONS OF APPROVAL:

1. **Approval** of Site Plan Review (SPR-23-0015, Design Review Case (DRC-23-0015), and Categorical Exemption pursuant to CEQA Guidelines 15332 (In-fill Development) is valid for one year from the effective date following final action by the City Council (10 working days following final action) and **shall expire at the end of business on December 20, 2025**, unless vested with substantial construction pursuant to an approved building permit. Approvals of the, Site Plan Review (SPR-23-0015), Design Review Case (DRC-23-0015), and Categorical Exemption pursuant to CEQA Guidelines 15332 (In-fill Development) shall run coterminous.
2. The site shall be developed in substantial compliance with the plans dated November 20, 2024, on file at the Community Development Department, or as otherwise amended and approved, and the conditions contained herein.
3. The Owner or Owner's designee is required to obtain all required permits and project approvals as required by any Municipal Codes, Building Codes, Fire Codes, Model Codes, State Codes and City Ordinances adopted by the City of Imperial Beach to the satisfaction of the City.
4. The Developer and Owner shall execute a binding density bonus agreement ("Agreement") with the City for three (3) very low income units and three moderate income units which sets forth the conditions and guidelines to be met in the implementation of the law requirements pursuant to Government Code Sections 65915(c) and 65917 and IBMC Section 19.65.040 in a format as specified by the City. The Agreement must be signed by the developer and owner and recorded before any building permit is issued for work on the project. Also, the developer and owner shall pay all costs for the preparation of the Agreement by the city and submit a deposit in the amount of \$1,500 prior to the City performing any work of the Agreement. The City Manager is authorized to sign the Agreement on behalf of the City.
5. The Applicant and or designee shall obtain all necessary permits and approvals to meet all civil and stormwater requirements prior to building permit issuance.
6. The developer shall meet all ADA accessibility requirements.
7. Noise shall not have a negative effect on the existing neighborhood. If the property receives any noise complaints, the property owner or property owner's designee shall investigate said complaint and mitigate any issues to meet Imperial Beach Municipal Code noise requirements (Imperial Beach Municipal Code 9.32 – Noise) to the satisfaction of the City.
8. Lighting shall not have a negative effect on the existing neighborhood. All lighting shall be situated and adjusted to shine only on the subject property. If the property receives complaints related to lighting, the property owner or property owner's designee shall investigate said complaint and mitigate any issues (adjustment, shades, removal of light, etc.) to the satisfaction of the City.
9. Any sewer laterals accessed and/or located on neighboring properties must be abandoned by the developer.
10. The refuse and recycling container space must meet the requirements per IBMC Section 19.74.090.
11. Green building infrastructure including EV charging stations and solar must be included with the project and shown on the plans.

12. The building height must be measured per IBMC Section 19.04.400.
13. The use of the site and structures with the project shall be in substantial conformance with the description of uses provided and approved with the project entitlements. Any changes or alterations to the use of the site must be submitted in writing to the City and is subject to City review and approval.
14. Traffic circulation for the site shall not negatively impact the public right of way and/or traffic patterns. If the circulation causes any negative impacts to the public right of way and/or traffic patterns, the owner or owner's designee must investigate and mitigate impacts to the satisfaction of the City. As determined by the City, traffic control measures may need to be implemented and adjustment to ingress and egress to the site may be required.
15. This project is subject to all Municipal Codes, Model Codes, State Codes and City Ordinances adopted by the City of Imperial Beach.
16. An existing site plan and demolition plan must be included in the building permit plans submittal.
17. All stormwater requirements must comply with the most recent Municipal Storm Water Permit.
18. All landscaping must comply with the State's model water efficient landscape ordinance; the landscape architect must indicate on the plans that these requirements shall be met.
19. Landscaping shall be installed prior to final inspection.
20. For any landscaped areas that reasonably require daily watering, a permanent irrigation system shall be installed and permanently maintained to serve those landscaped areas. All landscaped and bio-filtration areas, including those in the public right-of-way, shall be permanently maintained by the owner in a healthy condition, free from weeds, trash, and debris. The Developer shall comply with all State requirements for the Model Water Efficient Landscape Ordinance. For any areas which are xeriscaped, drought tolerant, or otherwise require watering of limited frequency, no irrigation system needs to be installed or maintained, but applicant must ensure that such landscaping receives the proper hydration as recommended by the applicant's landscape architect.
21. All ground cover and low plant material should be a minimum of 1 gallon, foundation and mid-ground planting should be a minimum of 5-gallon, taller hedges and screening shrubs should be a minimum of 15 gallon, and proposed trees should be no less than a 24" box.
22. All building/structural materials shall be kept in a sound and clean condition, subject to reasonable wear and tear and weathering.
23. The Applicant should provide materials with a manufacturer longevity guarantee and all materials should be adequately maintained. The materials must be shown on the building permit plans.
24. Obtain all required building permits (Building, Plumbing, Mechanical, Electrical, Grading etc.) for this project. All construction shall comply with the adopted 2019 California Building Standards Codes; Residential, Building, Electrical, Mechanical, Plumbing, Energy, Fire, Green Building, Historic Building, Existing Building, as amended by City Ordinance 2019-1190 and other applicable Municipal Codes in effect at the time of plan submittal for building permits.

25. Prior to Foundation Inspection a survey of the property shall be conducted from a California Licensed Surveyor or Engineer and survey pins shall be in placed to identify the corners.
26. Provide a note on plans: "Prior to foundation approval, a setback and pad elevation certification shall be provided by a California Licensed Surveyor verifying that the proposed foundation is in conformance with the approved plans."
27. All projects greater than or equal to twenty-five thousand dollars (\$25,000), or which involve the construction and/or demolition of two-hundred-fifty (250) square feet or more of floor space shall comply with Imperial Beach Municipal Code Chapter 8.38. A completed Waste Management Plan shall be submitted with the building permit application
28. The Applicant shall be responsible for undergrounding all utilities within a subdivision and shall make the necessary arrangements with each of the public utility companies for the installation of underground facilities and the relocation of existing facilities. IBMC 13.08.040
29. Any development of property other than single-family residence(s) or duplex(es) with a valuation in excess of fifty thousand dollars (\$50,000) will be required to underground all utility services on-site, adjacent thereto and those which traverse the site. IBMC 13.08
30. Plans deviating from conventional wood frame construction shall have the structural portions signed and sealed by the California state licensed engineer or architect responsible for their preparation, along with structural calculations. (California Business and Professions Code).
31. 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 nor anytime on Sundays. A sign shall be posted at a conspicuous location near the main entry to the site, prominently displaying these hour restrictions.
32. The proposed residential portion of this project does not meet the definition of a "Townhouse" (defined in the CRC as a group of 3 or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides) and is not considered an R-3 occupancy and will need to be designed as a R-2 occupancy. Per the California Business and Professions Code 5537 & 6737 an R-2 occupancy is required to be designed by a California registered architect or engineer.
33. Clearly specify on the title sheet or the project scope of work whether the residential portion of the plans is condominiums or apartments. Depending on the classification, Chapter 11A of the California Building Code may be applicable.
34. The building plans will need to specify the allowable area and height calculations for the proposed project per Chapter 5 of the California Building Code.
35. A soils report must be provided with the building permit application. The report shall include foundation design recommendations based on the engineer's findings and shall comply with Section R401.4.

Should the soils engineer recommend that he/she review the foundation excavations, provide a note on the foundation plan that "Prior to the contractor requesting a Building Department foundation inspection, the soils engineer shall advise the building official in writing that:

- A. The building pad was prepared in accordance with the soils report,

B. The utility trenches have been properly backfilled and compacted, and

C. The foundation excavations, the soils expansive characteristics and bearing capacity conform to the soils report."

A letter will need to be provided from the soils engineer confirming that the foundation plan, grading plan and specifications have been reviewed and that it has been determined that the recommendations in the soils report are properly incorporated into the construction documents (when required by the soil report).

36. Please contact Matthew Schuler at California American Water District; 619-446-5713 or Matthew.Schuler@amwater.com, to determine your water service requirements for this project.
37. Please contact the San Diego Gas & Electric Project Planning Team (Metro Service Order Team) at 619-230-7800 to confirm that the proposed service locations detailed on your site plan are in compliance with their service standards.
38. Show on the plans how the project's parking will meet the requirements of CA Building Code Chapter 11. The height clearance of the parking area will need to accommodate Van requirements.
39. A fire-flow demand report is required to be obtained and submitted for the project. The proposed construction type must be provided to determine the required fire flow calculations.
40. City and Developer may coordinate on the reduction of development processing fees, not including impact fees, per GC 65915(l). The City Manager is authorized to reduce or waive any such fees pursuant to GC 65915(l) through the Density Bonus agreement with the City.
41. Proposed sewer connection to City main to be shown on plans. Applicant may request during the plan check to connect each building sewer to a common sewer system extension that leads to the public sewer system provided that the sewer system extension is adequately sized.
42. New sewer connection to the main line shall be coordinated with the City Sewer Division.
43. Abandonment of the existing sewer lateral(s) shall per the Greenbook standards or other approved building standards. Include abandonment procedures on the building plans for City approval.
44. All sewer laterals shall be installed per Regional Standards SS-01 through SS-04. Upon completion, the applicant shall contact the Public Works Department for an inspection of the tie to the Main by calling the Public Works Director or designee at (619) 423-8311.
45. No building roof or landscape water drains may be piped to the street or onto impervious surfaces that lead to the street. A design that has these water discharges directly into the storm drain conveyance system (onto an impervious surface that flows to the street) is in violation of the Municipal Storm Water Permit - Order R9-2013-0001.
46. The Owner of private property adjoining the public right-of-way shall be responsible to plant, install, and maintain landscaping in the area between the curb and the private property line for the entire frontage of the property. Such maintenance shall include watering, mowing, edging, clearing of weeds, but excludes routine maintenance of City-owned trees. The installation of a landscape-watering system to service the area between the curb and private property line is required per IBMC Section 19.50.040.F.

47. Building foundation elevations shall be at least one (1) foot above gutter line to minimize flooding during storm conditions.
48. The parcel impervious surfaces are not to increase beyond that proposed in the project review drawings. This will be as a post-construction condition in order to maximize the water runoff infiltration area on the parcel in compliance with Municipal Storm Water Permit – Order R9-2013-0001.
49. Along the public right-of-way, the Applicant shall eliminate any existing tripping hazard caused by the condition of the existing public sidewalk along the property frontage. The remedial work required herein shall be performed to the satisfaction of the Public Works Director.
50. 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.
51. The Applicant shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Applicant shall also provide and maintain all traffic control and safety items. Barricades and any other delineation in the right of way shall be required and maintained by applicant for the duration of the right of way improvements. Applicant assumes sole and complete responsibility for the job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously twenty-four (24) hours per day and shall not be limited to normal work hours.
52. 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, sewer lateral trenching and installation, 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.
53. Proposed driveway approach on Dahlia Avenue will require curb and gutter and sidewalk removal on City right-of-way. Driveway approach shall be reconstructed in compliance with San Diego Regional Standard Drawings G-14A (Concrete Driveway- Type A, Contiguous Sidewalk), G-15 (Driveway Location – Adjacent to Curb Returns and Street Lines), and G-16 (Driveway Location and Width Requirements). New curb and gutter shall be constructed in compliance with San Diego Regional Standard Drawing G-2 (Curbs and Gutter – Combined) and shall be poured separately from the driveway approach/apron.
54. Existing curb cut on Holly Avenue to be abandoned and will require curb and gutter and sidewalk removal on City right-of-way. New driveway approach on Holly Avenue shall be reconstructed in compliance with San Diego Regional Standard Drawings G-14A (Concrete Driveway- Type A, Contiguous Sidewalk), G-15 (Driveway Location – Adjacent to Curb Returns and Street Lines), and G-16 (Driveway Location and Width Requirements). New curb and gutter shall be constructed in compliance with San Diego Regional Standard Drawing G-2 (Curbs and Gutter – Combined) and shall be poured separately from the driveway approach/apron.

55. The proposed driveway shall be constructed in a manner so as to:
- A. Maintain existing stormwater runoff flows:
 - B. Avoid the flow of stormwater across the new driveway (or associated sidewalk); and
 - C. Include the installation of an expansion joint between the paved surface on the private property and the paved surface of the public right-of-way.
56. For alley, sidewalk or curb & gutter replacement ensure compliance with San Diego Regional Standard Drawing G-11 (Concrete Curb, Gutter, Sidewalk & Pavement Removal and Replacement) 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.
57. All existing sidewalks and pedestrian access ramps abutting the property that do not conform to ADA standards shall be reconstructed and replaced per SDRSD G-7, with sidewalk joint locations per SDRSD G-9 and concrete joint details per SDRSD G-10.
58. Where existing right-of-way pavement is to be removed, a clean, neat line shall be saw-cut at the edge of existing pavement where the new replacement pavement to be installed. A minimum twelve (12) inch cut shall be provided between a new driveway, curb or other concrete work that meets with asphalt. This will give a clean, compactable area to transition from new concrete to existing road surface. All driveways or sidewalks shall be poured as soon as possible after disturbance of existing pavement to prevent erosion of pavement integrity. Any damaged pavement shall be repaired with like material to the satisfaction of the Public Works Director. Existing street widths shall not be narrowed as a result of apron placement. All trench resurfacing shall be performed in accordance with the standards shown below and shall be subject to inspection by the City's Public Work Director or designee. The Applicant shall be responsible for calling for an inspection at (619) 423-8311. Trenches and improvements in streets shall conform to regional standards as follows:
- A. Trenches wider than six (6) inches: Use Regional Standard G-24 type B. The base shall be compacted with twelve (12) inch maximum lifts to 95% modified proctor and test reports
 - B. Trenches six (6) inches or less: Use regional standard G-34 Type C. Call for an inspection prior to the Asphalt repair at (619) 423-8311.
 - C. Traffic Control plans shall be followed per approved plans and adjusted by the contractor for changing conditions.
 - D. Trench plates used for a SDGE gas connection (which can take several weeks), or on downhill road sections, need to be ground down so plates are flush with roadway. All plates are to be slip resistant. All open trenches in roadway shall be plated and secured at the end of the work day. All other open trenches shall be plated or covered in heavy plywood.
 - E. Where a curb exists, the applicant shall bore under curb or saw cut a minimum of the width of the asphalt patch and replace with same construction.
 - F. No trench shall be opened in any street for the purpose of laying pipes, conduits or ducts except when the prior written consent of the Director of Public Works

has been obtained. Construction shall include restoration of all speed controls (bumps or humps) and all striping and/or any signage that may be disturbed as the result of project implementation. Restoration of disturbed speed humps shall include a double coat of speed hump paint with glass crystals. No open trench shall be allowed across any street or within 10 ft. of any travel way.

59. All alley, driveway, sidewalk, or curb & gutter construction within the City right-of-way shall require either a "CLASS A" or "C-8" Contractor's license. All sewer lateral installations and trenching work within the City right-of-way shall require a "CLASS A" Contractor's license.
60. Applicant shall schedule inspections with the Public Works Department (619) 423-8311 at least 24 hours prior to need as follows:
 - A. Sidewalk, Driveway, Curb and Gutter and other Concrete Work Pre-pour and Final
 - B. Street Excavation T-Cut and Final
 - C. Sewer Lateral Capping during Demolition and New Lateral Connection to Main
 - D. All Other Encroachment Activity Final
61. Any disposal/transportation of solid/construction waste in roll off containers must be contracted through EDCO Disposal Corporation unless the hauling capability exists integral to the prime contractor performing the work.
62. Ensure construction design includes adequate storage (out of the front yard setback) for 3 trash barrels (regular trash, recycled waste, green waste).
63. Owner must institute "Best Management Practices" to prevent contamination of storm drains, ground water and receiving waters during both construction and post construction. The Owner or Applicant's BMP practices shall include but are not limited to:
 - A. 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.
 - B. All recyclable construction waste must be properly recycled and not disposed in the landfill.
 - C. 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).
 - D. 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.
 - E. 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. See CASQA's (California Stormwater Quality Association) Construction Best Management Practices Handbook for other alternative erosion and sediment control BMPs.
64. Two days prior to any excavation, "Dig-Alert" (800) 227-2600 shall be notified to locate all known underground utilities.

65. Applicant must underground all utilities in accordance with I.B.M.C. 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 \$50,000.00 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 \$50,000.00, 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 \$50,000.00 valuation will be required to underground all utility services on site, adjacent thereto and those which traverse the site. However, undergrounding of services adjacent to or traversing the site may, at the discretion of the builder or developer, be deferred in accordance with the provisions of this chapter.
66. Applicant's voluntary donation of the 5,272 square foot park shall be dedicated or granted to the City for use as a public park through all appropriate mapping, dedication, and/or grant deed procedures to the satisfaction of the City which shall be completed prior to issuance of the certificate of occupancy for the project. All steps shall be taken to donate it as a public park. Because the site plan and design review approvals in this resolution include the public park donation, if Applicant does not build such park, then the development would be inconsistent with the approvals in this resolution, and the Applicant would need to redesign the project and resubmit to the City for amendment to the approvals in this resolution. The City Manager is authorized to execute any documents necessary to accept the donation of the public park.
67. 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 (USE-23-0066) 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 Design Review Case (DRC-23-0015), Site Plan Review (SPR-23-0015), and Categorical Exemption pursuant to CEQA Guidelines 15332 (In-Fill Development Projects), including any claims for violation of the Public Records Act or discovery law or prevailing wage laws 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 the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of such election applicant shall pay all 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.

68. 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.
69. The Developer shall pay off any deficits in the project account (23-0066-DEP) 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 Site Plan Review (SPR-23-0015), Design Review Case (DRC-23-0015), and Categorical Exemption pursuant to CEQA Guidelines 15332 (In-fill Development) is approved for the demolition of three existing single-family residences and the construction of a new 4-story, 46-unit residential development comprised of a 45-unit multifamily building with 6 affordable units (3 very low income and 3 moderate income), 9 accessory dwelling units, and 30 market-rate units) plus one (1) detached accessory dwelling unit with 48 parking spaces and a 5,272 square foot park at 1368 Holly Avenue, 1376 Holly Avenue, and 1368 14th Street (APN 633-161-14-00, 633-161-13-00, 633-161-12-00) in the R-2000 (Medium Density Residential) Zone, contingent upon the Developer’s compliance with the conditions set forth in this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 2024, by the following vote:

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

PALOMA AGUIRRE, MAYOR

ATTEST:

JACQUELINE M. KELLY, MMC
CITY CLERK

SEA CAPE VILLAGE

46 UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT

1368 HOLLY AVE.

IMPERIAL BEACH, CALIFORNIA, 91932

Sheet List	
Sheet Number	Sheet Name
T1.0	TITLE SHEET
D-1	DEMOLITION PLAN
C1.00	CIVIL TITLE SHEET
C3.00	PRELIMINARY DRAINAGE PLAN
C4.00	DMA EXHIBIT
SA-1	ARCHITECTURAL SITE PLAN
A1.1	1ST FLOOR PLAN
A1.2	SECOND FLOOR PLAN
A1.3	THIRD FLOOR PLAN
A1.4	FOURTH FLOOR PLAN
A2.1	ROOF PLAN
A1.5	UNIT PLANS
A4.1	EXTERIOR ELEVATIONS
A4.2	EXTERIOR ELEVATIONS
A4.3	BUILDING SECTIONS
A4.4	COLORLED ELEVATIONS
A4.5	COLORLED ELEVATIONS
M-1	MATERIALS BOARD
LS1.1	SITE PLAN-PARK
LS1.2	SITE PLAN-APARTMENTS
LS1.3	PLANTING PLAN-APARTMENTS
LS1.4	PLANTING IMAGES
LS2.1	IRRIGATION PLAN-PARK
LS2.2	IRRIGATION PLAN-APARTMENTS
ES2.1	PHOTOMETRICS

PROJECT DATA:

PROJECT DESCRIPTION:	NEW 46 UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDING W/ 1 LEVEL OF ON-GRADE PARKING
PROJECT ADDRESS:	1368 HOLLY AVE., 1376 HOLLY AVE. & 1368 14TH STREET IMPERIAL BEACH, CA. 91932
LEGAL DESCRIPTION:	TRACT: SEA BREEZE UNIT #1 LOT: 8,9 (SEE SURVEY) BLOCK: 1 APN: 633-161-12-00 MAP: 001930
CODE:	2022 CALIFORNIA BUILDING CODE
ZONE:	R-2000
OCCUPANCY:	R-3/U
LOT SIZE:	34,478.54 SF
ALLOWABLE HEIGHT:	26'-0" (I.B.M.C. 916.060)
PROPOSED HEIGHT:	40'-0" (MEASURED TO TOP OF ROOF SHEATHING).
ALLOWABLE STORIES:	2 (I.B.M.C. 916.060)
PROPOSED STORIES:	3 LEVELS OF TYPE V CONSTRUCTION O/ 1 LEVEL OF TYPE I CONSTRUCTION
REQUIRED YARDS:	FRONT: 15'-0" (I.B.M.C. 916.030-A) REAR: 15'-0" (I.B.M.C. 916.030-C) SIDE: 5'-0" (I.B.M.C. 916.030-B)
AREA ANALYSIS (GROSS):	TYPE I CONSTRUCTION =21,346 SF TYPE V CONSTRUCTION: LEVEL 2 = 13,476 SF LEVEL 3 = 13,476 SF LEVEL 4 = 13,476 SF TOTAL: 40,428 SF
UNIT MIX:	21 - 1 BDRM. @ 617 SF 15 - 2 BDRM. @ 933 SF 6 - 3 BDRM. @ 1,108 SF 3 - STUDIOS @ 445 SF 1 - DETACHED ADU @ 874 SF TOTAL: 46 DWELLING UNITS

F.A.R. / LOT COVERAGE:

ALLOWABLE F.A.R.:	.75 (I.B.M.C. 19.16.125)
PROPOSED F.A.R.:	34,478 / 40,428 = 1.17
ALLOWABLE LOT COVERAGE:	50% = 17,239 SF (I.B.M.C. 19.16.125)
PROPOSED LOT COVERAGE:	62% = 21,346 SF

DWELLING UNITS:

ALLOWABLE BASE DENSITY: 34,478.54/ 2,000 SF= 18 DWELLING UNITS

ALLOWABLE DENSITY BONUS (PER A.B. 1287) = 50% = 9 UNITS
ADDITIONAL DENSITY BONUS (PER A.B. 1287) = 50% = 9 UNITS
TOTAL DENSITY BONUS = 18 DWELLING UNITS

PROPOSED DENSITY W/ BONUS = 18+18 = 36 DWELLING UNITS

ACCESSORY DWELING UNITS:

DETACHED A.D.U.'S ALLOWED: (CA. GOV. CODE 65852.2 (e)(1)(D))	2
DETACHED A.D.U.'S PROPOSED:	1
ALLOWABLE NUMBER OF SPACES TO BE CONVERTED TO ATTACHED A.D.U.'S: (CA GOV. CODE 65852.2 (e)(1)(C):	25% OF PROPOSED DWELLING UNITS (36 X 25% = 9 A.D.U.'S)
PROPOSED NUMBER OF SPACES TO BE CONVERTED TO ATTACHED A.D.U.'S :	9 UNITS
PROPOSED NUMBER OF DWELLING UNITS:	36 DWELLING UNITS 9 ATTACHED ADU'S 1 DETACHED A.D.U. 46 DWELLING UNITS

AFFORDABLE DWELLING UNITS: (AB 1287)

30% OF BASE DENSITY FOR 100% DENSITY BONUS = 6
VERY LOW INCOME: 18 UNITS X 15% = 2.7 = 3 UNITS (215,315, & 415)
MODERATE INCOME: 18 UNITS X 15% = 2.7 = 3 UNITS (214 & 314 & 210)

PARKING:

PARKING REQUIRED:	0 STALLS (AB 2097)
PARKING PROVIDED:	48 STALLS

LANDSCAPED AREA:

POCKET PARK:	5,244 SF (DEDICATION ALONG 14TH)
FRONT YARD:	1,522 SF
COURTYARD PLANTERS:	654 SF
REAR YARD:	1,000 SF
TOTAL:	8,420 SF

OPEN SPACE:

OPEN SPACE REQUIRED:	300 SF PER UNIT (EXCLUDING A.D.U.S.) =10,800 SF (I.B.M.C. 19.50)
----------------------	---

OPEN SPACE PROVIDED:	POCKET PARK: 5,244 SF COURTYARD: 4,536 SF PRIVATE BALCONIES: 3,804 TOTAL: 13,584 SF
----------------------	--

CONCESSIONS:

1. TO ALLOW 2 STREET PARKING STALLS TO BE DEDICATED AS BUILDING PARKING

2. TO CONSTRUCT ALL UNITS CONCURRENTLY, INCLUDING THOSE ADU'S THAT ARE TO BE CONVERTED FROM COMMON SPACE.

3. TO ALLOW A DETACHED A.D.U. STRUCTURE TO BE CONSTRUCTED 6" AWAY FROM THE MAIN STRUCTURE (RELIEF FROM I.B.M.C. SECTION 19.16.070)
4. TO ALLOW BALCONIES TO CANTILEVER OVER THE ROOF OF A DETACHED A.D.U. STRUCTURE. (RELIEF FROM I.B.M.C. SECTION 19.16.070)

WAIVERS:

1. TO ALLOW TWO ADDITIONAL STORIES TO ACCOMMODATE DWELLING UNITS ALLOWED BY THE DENSITY BONUS. (RELIEF FROM I.B.M.C. SECTION 916.060)

2. TO ALLOW FOURTEEN ADDITIONAL FEET IN HEIGHT TO ACCOMMODATE DWELLING UNITS ALLOWED BY THE DENSITY BONUS. (RELIEF FROM I.B.M.C. SECTION 916.060)

3. TO ALLOW A F.A.R. OF 1.17 IN LIEU OF .75 TO ACCOMMODATE DWELLING UNITS ALLOWED BY THE DENSITY BONUS. (RELIEF FROM I.B.M.C. SECTION 19.16.125)

4. TO ALLOW A LOT COVERAGE OF 62% IN LIEU OF 50%. (RELIEF FROM I.B.M.C. SECTION 19.16.125).

5. TO ALLOW A REDUCED REAR YARD SETBACK OF 7' AT PROPERTY LINE SOUTH OF ADJACENT PARCEL. (RELIEF FROM I.B.M.C. SECTION 19.16.030 C).

6. TO ALLOW A 1 FOOT REDUCTION IN THE LENGTH OF PARKING STALLS THAT ARE ADJACENT TO OBSTRUCTIONS. (RELIEF FROM I.B.M.C. SECTION 19.48.090 C)

7. TO ALLOW 48.8% OF THE REQUIRED OPEN SPACE TO BE ON GRADE IN LIEU OF 60%. (RELIEF FORM I.B.M.C. SECTION 19.50.020 (C)

PROJECT DIRECTORY

OWNER:
1337 HOLLY DEVELOPMENT
7680 H-821
LA JOLLA, CA. 92037

ARCHITECT:
SOUTHERN CALIFORNIA ARCHITECTS
2100 S. SAWTELLE BLVD. #306
LOS ANGELES, CA. 90025

STRUCTURAL ENGINEER:
DCI ENGINEERS
101 WEST BROADWAY, SUITE 1920
SAN DIEGO, CA. 92101

M.E.P. ENGINEER:
ELEN CONSULTING
9150 CHESAPEAKE DRIVE, SUITE 220
SAN DIEGO, CA. 92123

CIVIL ENGINEER:
SNIPES - DYE ASSOCIATES
8348 CENTER DRIVE, SUITE G
LA MESA, CA. 91943

SOILS ENGINEER:
GEOCON INCORPORATED
6960 FLANDERS DRIVE
SAN DIEGO, CA. 92121

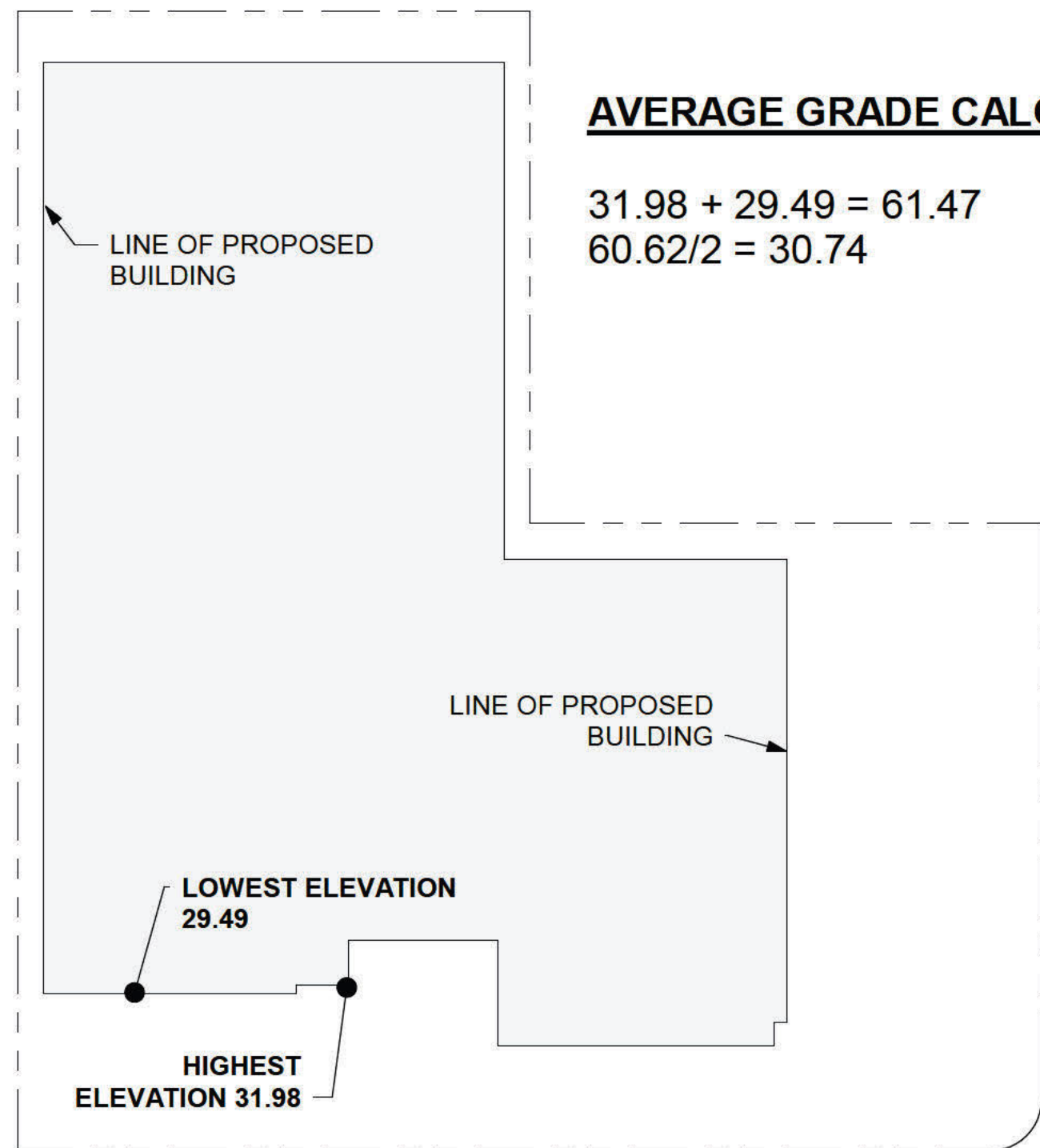
GENERAL CONTRACTOR:
SLEIGHT CONSULTING
3324 COTTONWOOD SPRINGS, SUITE G
JAMUL, CA. 91935
LICENSE #B529895

PUBLIC WORKS NOTES:

- NEW SEWER CONNECTION TO THE MAIN LINE SHALL BE COORDINATED WITH THE CITY SEWER DIVISION.
- ABANDONMENT OF THE EXISTING SEWER LATERAL(S) SHALL BE PER THE GREENBOOK STANDARDS OR OTHER APPROVED BUILDING STANDARD.
- ALL SEWER LATERALS SHALL BE INSTALLED PER REGIONAL STANDARDS SS-01 THROUGH SS-04. UPON COMPLETION, THE APPLICANT SHALL CONTACT THE PUBLIC WORKS DEPARTMENT FOR AN INSPECTION OF THE TIE INTO THE MAIN BY CALLING THE PUBLIC WORKS DIRECTOR OR DESIGNEE AT (619) 423-8311.
- NO BUILDING ROOF OR LANDSCAPE WATER DRAINS MAY BE PIPED TO THE STREET OR INTO IMPERVIOUS SURFACES THAT LEAD TO THE STREET.
- THE OWNER OF PRIVATE PROPERTY ADJOINING THE PUBLIC RIGHT OF WAY SHALL BE RESPONSIBLE TO PLANT, INSTALL, AND MAINTAIN LANDSCAPING IN THE AREA BETWEEN THE CURB AND THE PRIVATE PROPERTY LINE FOR THE ENTIRE FRONTAGE OF THE PROPERTY. SUCH MAINTENANCE SHALL INCLUDE WATERING, MOWING, EDGING, CLEARING OF WEEDS, BUT EXCLUDES ROUTINE MAINTENANCE OF CITY OWNED TREES. THE INSTALLATION OF A LANDSCAPE WATERING SYSTEM TO SERVICE THE AREA BETWEEN THE CURB AND PRIVATE PROPERTY LINE IS REQUIRED PER MUNICIPAL CODE 19.50.040.F
- BUILDING FOUNDATION ELEVATIONS SHALL BE AT LEAST ONE FOOT ABOVE GUTTER LINE TO MINIMIZE FLOODING DURING STORM CONDITIONS.
- THE PARCEL IMPERVIOUS SURFACES ARE NOT TO INCREASE BEYOND THAT PROPOSED IN THE PROJECT REVIEW DRAWINGS. THIS WILL BE AS A POST-CONSTRUCTION CONDITION IN ORDER TO MAXIMIZE THE WATER RUNOFF INFILTRATION AREA ON THE PARCEL IN COMPLIANCE WITH MUNICIPAL STORM WATER PERMIT - ORDER R8-2013-0001.
- ALONG THE PUBLIC RIGHT OF WAY, THE APPLICANT SHALL ELIMINATE ANY EXISTING TRIPPING HAZARD CAUSED BY THE CONDITION OF THE EXISTING PUBLIC SIDEWALK ALONG THE PROPERTY FRONTAGE. THIS REMEDIAL WORK REQUIRED HEREIN SHALL BE PERFORMED TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR.
- FOR ANY WORK TO BE PERFORMED IN THE STREET OR ALLEY, SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE 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.
- THE APPLICANT SHALL BE RESPONSIBLE FOR INFORMING THE PUBLIC OF THE TRAFFIC CONDITIONS EXISTING WITHIN THE CONSTRUCTION AREA AT ALL TIMES BY PLACEMENT OF APPROPRIATE WARNING AND ADVISORY SIGNS. THE APPLICANT SHALL ALSO PROVIDE AND MAINTAIN ALL TRAFFIC CONTROL AND SAFETY ITEMS, BARRICADES AND ANY OTHER DILINEATION IN THE RIGHT OF WAY SHALL BE REQUIRED AND MAINTAINED BY APPLICANT FOR THE DURATION OF THE RIGHT OF WAY IMPROVEMENTS. APPLICANT ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB AND SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY TWENTY FOUR (24) HOURS PER DAY AND SHALL NOT BE LIMITED TO NORMAL WORK HOURS.
- FOR ANY PROJECT THAT PROPOSES WORK WITHIN THE PUBLIC RIGHT-OF-WAY (I.E. DRIVEWAY REMOVAL/CONSTRUCTION, SIDEWALK REMOVAL/CONSTRUCTION, STREET OR ALLEY 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.
- PROPOSED DRIVEWAY APPROACH ON HOLLY AVE. WILL REQUIRE CURB AND GUTTER AND SIDEWALK REMOVAL ON CITY RIGHT-OF-WAY. DRIVEWAY APPROACH SHALL BE RECONSTRUCTED IN COMPLIANCE WITH SAN DIEGO REGIONAL STANDARD DRAWINGS G-14A (CONCRETE DRIVEWAY-TYPE A, CONTIGUOUS SIDEWALK), G-15 (DRIVEWAY LOCATION ADJACENT TO CURB RETURNS AND STREET LINES), AND G-16 (DRIVEWAY LOCATIONS AND WIDTH REQUIREMENTS). NEW CURB AND GUTTER SHALL BE CONSTRUCTED IN COMPLIANCE WITH SAN DIEGO REGIONAL STANDARD DRAWING G-2 (CURBS AND GUTTER-COMBINED) AND SHALL BE POURED SEPARATELY FROM THE DRIVEWAY APPROACH/APRON.
- EXISTING CURB CUT ON HOLLY AVE. TO BE ABANDONED AND WILL REQUIRE CURB AND GUTTER AND SIDEWALK REMOVAL ON CITY RIGHT-OF-WAY. NEW DRIVEWAY APPROACH SHALL BE RECONSTRUCTED IN COMPLIANCE WITH SAN DIEGO REGIONAL STANDARD DRAWINGS G-14A (CONCRETE DRIVEWAY-TYPE A, CONTIGUOUS SIDEWALK), G-15 (DRIVEWAY LOCATION ADJACENT TO CURB RETURNS AND STREET LINES), AND G-16 (DRIVEWAY LOCATIONS AND WIDTH REQUIREMENTS). NEW CURB AND GUTTER SHALL BE CONSTRUCTED IN COMPLIANCE WITH SAN DIEGO REGIONAL STANDARD DRAWING G-2 (CURBS AND GUTTER-COMBINED) AND SHALL BE POURED SEPARATELY FROM THE DRIVEWAY APPROACH/APRON.
- THE PROPOSED DRIVEWAY SHALL BE CONSTRUCTED IN A MANNER SO AS TO:
A) MAINTAIN EXISTING STORMWATER FLOW
B) AVOID THE FLOW OF STORMWATER ACROSS THE NEW DRIVEWAY (OR ASSOCIATED SIDEWALK)
C) INCLUDE THE INSTALLATION OF AN EXPANSION JOINT BETWEEN THE PAVED SURFACES OF THE PUBLIC RIGHT-OF-WAY.
- FOR ALLEY, SIDEWALK OR CURB & GUTTER REPLACEMENT ENSURE COMPLIANCE WITH SAN DIEGO REGIONAL STANDARD DRAWING G-11 (CONCRETE CURB, GUTTER, SIDEWALK & PAVEMENT REMOVAL AND REPLACEMENT) 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.

BUILDING DIVISION NOTES:

- PRIOR TO FOUNDATION INSPECTION A SURVEY OF THE PROPERTY SHALL BE CONDUCTED FROM A CALIFORNIA LICENSED SURVEYOR OR ENGINEER AND SURVEY PINS SHALL BE IN PLACED TO IDENTIFY THE CORNERS.
- PROVIDE A NOTE ON PLANS: "PRIOR TO FOUNDATION APPROVAL, A SETBACK AND PAD ELEVATION CERTIFICATION SHALL BE PROVIDED BY A CALIFORNIA LICENSED SURVEYOR VERIFYING THAT THE PROPOSED FOUNDATION IS IN CONFORMANCE WITH THE APPROVED PLANS."
- THE SUBDIVIDER SHALL BE RESPONSIBLE FOR UNDERGROUNDING ALL UTILITIES WITHIN A SUBDIVISION AND SHALL MAKE THE NECESSARY ARRANGEMENTS WITH EACH OF THE PUBLIC UTILITY COMPANIES FOR THE INSTALLATION OF UNDERGROUND FACILITIES AND THE RELOCATION OF EXISTING FACILITIES. ISMC 19.08.040.
- 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 NOR ANYTIME ON SUNDAYS. A SIGN SHALL BE POSTED AT A CONSPICUOUS LOCATION NEAR THE MAIN ENTRY TO THE SITE, PROMINENTLY DISPLAYING THESE HOUR RESTRICTIONS.



Attachment 2

16. ALL EXISTING SIDEWALKS AND PEDESTRIAN ACCESS RAMPS ABUTTING THE PROPERTY THAT DO NOT CONFORM TO ADA STANDARDS SHALL BE RECONSTRUCTED AND REPLACED PER SDSRSD G-7, WITH SIDEWALK JOINT LOCATIONS PER SDSRSD G-9 AND CONCRETE JOINT DETAILS PER SDSRSD G-10.

17. WHERE EXISTING RIGHT-OF-WAY PAVEMENT IS TO BE REMOVED, A CLEAN, NEAT LINE SHALL BE SAW CUT AT THE EDGE OF EXISTING PAVEMENT WHERE THE NEW REPLACEMENT PAVEMENT TO BE INSTALLED A MINIMUM TWELVE (12) INCH CUT SHALL BE PROVIDED BETWEEN A NEW DRIVEWAY, CURB OR OTHER CONCRETE WORK THAT MEETS WITH ASPHALT. THIS WILL GIVE A CLEAN, COMPACTABLE AREA TO TRANSITION FROM NEW CONCRETE TO EXISTING ROAD SURFACE. ALL DRIVEWAYS OR SIDEWALKS SHALL BE POURED AS SOON AS POSSIBLE AFTER DISTURBANCE OF EXISTING PAVEMENT TO PREVENT EROSION OF PAVEMENT INTEGRITY. ANY DAMAGED PAVEMENT SHALL BE REPAIRED WITH LIKE MATERIAL TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR. EXISTING STREET WIDTHS SHALL NOT BE NARROWED AS A RESULT OF APRON PLACEMENT. ALL TRENCH RESURFACING SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS SHOWN BELOW AND SHALL BE SUBJECT TO INSPECTION BY THE CITY'S PUBLIC WORK DIRECTOR OR DESIGNEE. THE PERMITTEE SHALL BE RESPONSIBLE FOR CALLING FOR AN INSPECTION AT (619) 423-8311. TRENCHES AND IMPROVEMENTS IN STREETS SHALL CONFORM TO REGIONAL STANDARDS AS FOLLOWS:
A) TRENCHES WIDER THAN SIX (6) INCHES: USE REGIONAL STANDARD G-24 TYPE B. THE BASE SHALL BE COMPACTED WITH TWELVE (12) INCH MAXIMUM LIFTS TO 95% MODIFIED PROCTOR AND TEST REPORTS
B) TRENCHES SIX (6) INCHES OR LESS: USE REGIONAL STANDARD G-34 TYPE C. CALL FOR AN INSPECTION PRIOR TO THE ASPHALT REPAIR AT (619) 423-8311
C) TRAFFIC CONTROL PLANS SHALL BE FOLLOWED PER APPROVED PLANS AND ADJUSTED BY THE CONTRACTOR FOR CHANGING CONDITIONS.

D) TRENCH PLATES USED FOR A SOGE GAS CONNECTION (WHICH CAN TAKE SEVERAL WEEKS), OR ON DOWNHILL ROAD SECTIONS, NEED TO BE GROUND DOWN SO PLATES ARE FLUSH WITH ROADWAY ALL PLATES ARE TO BE SLIP RESISTANT. ALL OPEN TRENCHES IN ROADWAY SHALL BE PLATED AND SECURED AT THE END OF THE WORK DAY. ALL OTHER OPEN TRENCHES SHALL BE PLATED OR COVERED WITH HEAVY PLYWOOD.
E) WHERE A CURB EXISTS, THE APPLICANT SHALL BORE UNDER CURB OR SAW CUT A MINIMUM OF THE WIDTH OF THE ASPHALT PATCH AND REPLACE WITH SAME CONSTRUCTION.
F) NO TRENCH SHALL BE OPENED IN ANY STREET FOR THE PURPOSE OF LAYING PIPES, CONDUITS OR DUCTS EXCEPT WHEN THE PRIOR WRITTEN CONSENT OF THE DIRECTOR OF PUBLIC WORKS HAS BEEN OBTAINED. CONSTRUCTION SHALL INCLUDE RESTORATION OF ALL SPEED CONTROLS (BUMPS OR HUMPS) AND ALL STRIPING AND/OR ANY SIGNAGE THAT MAY BE DISTURBED AS THE RESULT OF PROJECT IMPLEMENTATION. RESTORATION OF DISTURBED SPEED HUMPS SHALL INCLUDE A DOUBLE COAT OF SPEED HUMP PAINT WITH GLASS CRYSTALS. NO OPEN TRENCH SHALL BE ALLOWED ACROSS ANY STREET OR WITHIN 10 FT. OF ANY TRAVEL WAY.

18. ALL ALLEY, DRIVEWAY, SIDEWALK, OR CURB & GUTTER CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY SHALL REQUIRE EITHER A "CLASS A. OR -C-8 CONTRACTOR'S LICENSE. ALL SEWER LATERAL INSTALLATIONS AND TRENCHING WORK WITHIN THE CITY RIGHT-OF-WAY SHALL REQUIRE A "CLASS A CONTRACTOR'S LICENSE

19. PERMITTEE SHALL SCHEDULE INSPECTIONS WITH THE PUBLIC WORKS DEPARTMENT (619) 423-8311 AT LEAST 24 HOURS PRIOR TO NEED AS FOLLOWS:

- SIDEWALK, DRIVEWAY, CURB AND GUTTER AND OTHER CONCRETE WORK PRE-POUR AND FINAL
- STREET EXCAVATION, T-CUT AND FINA
- SENER LATERAL CAPPING DURING DEMOLITION AND NEW LATERAL CONNECTION TO MAIN
- ALL OTHER ENCROACHMENT ACTIVITY FINAL

20. ANY DISPOSAL/TRANSPORTATION OF SOLID CONSTRUCTION WASTE IN ROLL OFF CONTAINERS MUST BE CONTRACTED THROUGH EDCO DISPOSAL CORPORATION UNLESS THE HAULING CAPACITY EXISTS INTEGRAL TO THE PRIME CONTRACTOR PERFORMING THE WORK.

21. ENSURE CONSTRUCTION DESIGN INCLUDES ADEQUATE STORAGE (OUT OF THE FRONT YARD SETBACK) FOR 3 TRASH BARRELS (REGULAR TRASH, RECYCLED WASTE, GREEN WASTE).

22. PROPERTY OWNER MUST INSTITUTE "BEST MANAGEMENT PRACTICES" TO PREVENT CONTAMINATION OF STORM DRAINS, GROUND WATER AND RECEIVING WATERS DURING BOTH CONSTRUCTION AND POST CONSTRUCTION. THE PROPERTY OWNER OR APPLICANT BMP PRACTICES SHALL INCLUDE BUT ARE NOT LIMITED TO:
A) 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.
B) ALL RECYCLABLE CONSTRUCTION WASTE MUST BE PROPERLY RECYCLED AND NOT DISPOSED IN THE LANDFILL.

C) 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)
D) 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.
E) 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. SEE CASAS' (CALIFORNIA STORMWATER QUALITY ASSOCIATION) CONSTRUCTION BEST MANAGEMENT PRACTICES HANDBOOK FOR OTHER ALTERNATIVE EROSION AND SEDIMENT CONTROL BMPs.

23. TWO DAYS PRIOR TO ANY EXCAVATION, "DIG ALERT" (800) 227-2600 SHALL BE NOTIFIED TO LOCATE ALL KNOWN UNDERGROUND UTILITIES.



5-12-24	P.C. SUBMITTAL
REV.	DATE DESCRIPTION

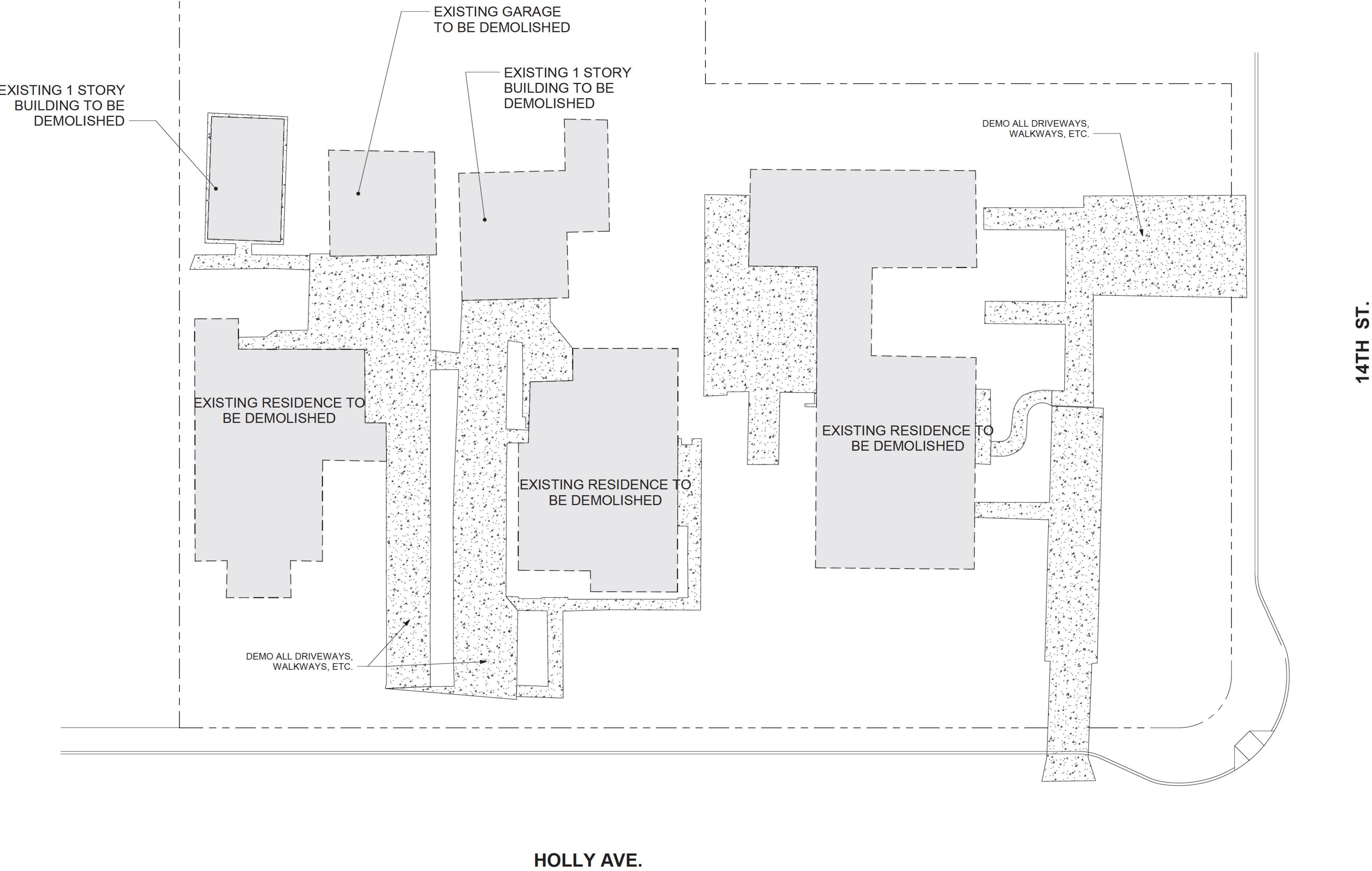
SEA CAPE VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

TITLE SHEET

SHEET TITLE	
230012.00	JOB NO.
04/30/24	DATE

T1.0



1 DEMOLITION PLAN
1" = 10'-0"

- DEMO NOTES:**
1. DEMOLISH ALL ITEMS SHOWN W/ DASHED LINES
 2. G.C. TO VERIFY WITH OWNER ITEMS TO BE SAVED
 3. ALL ITEMS TO BE SAVED SHALL BE STORED IN SAFE, DRY SPACE
 4. G.C. TO INFORM DESIGNER/OWNER OF ANY INCONSISTANCIES
 5. EXISTING PORTIONS OF STRUCTURE TO REMAIN SAFE FROM INTRUSION AND DRY FROM FOUL WEATHER CONDITIONS
 6. G.C. SHALL TURN OVER PREMISES 'BROOM CLEAN' & EMPTY OF ALL ITEMS, DEBRIS, & FREE OF ALL HAZARDOUS SUBSTANCES
 7. PATCH & REPAIR EXISTING WALLS AS REQUIRED
 8. REPLACE ALL BROKEN, CRACKED OR SCRATCHED DOOR/WINDOW GLASS
 9. APPROVAL FROM STREET SERVICES IS REQUIRED PRIOR TO REMOVAL OF PROTECTED TREES.

s|cala
SOUTHERN CALIFORNIA ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA. 90025
310.600.6502



5-12-24		P.C. SUBMITTAL
REV.	DATE	DESCRIPTION

SEA CAPE VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

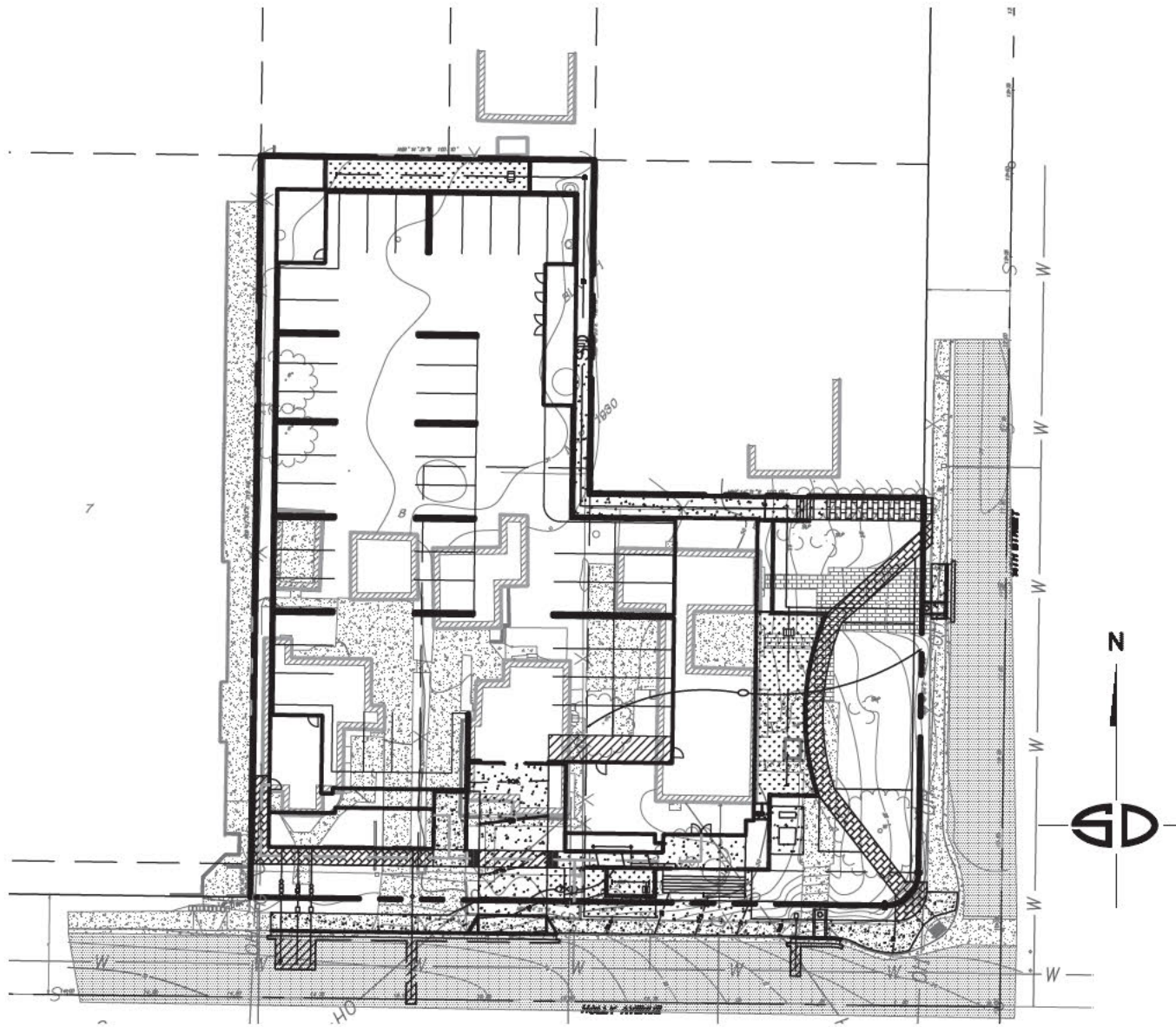
DEMOLITION PLAN

SHEET TITLE	
230012.00	JOB NO.
04/30/24	DATE

D-1

SHEET

GRADING PLANS FOR:
SEA CAPE VILLAGE



KEY MAP

1"=50'

ABBREVIATIONS

AC	ASPHALT CONCRETE
CL	CENTERLINE
CONC	CONCRETE
FF	FINISH FLOOR
FG	FINISH GRADE
FL	FLOW LINE
FS	FINISH SURFACE
GFE	GARAGE FLOOR ELEVATION
HP	HIGH POINT
IE	INVERT ELEVATION
LP	LOW POINT
SCO	SEWER CLEANOUT
TC	TOP OF CURB
TF	TOP OF FOOTING
TW	TOP OF WALL
WM	WATER METER

EASEMENTS

THE FOLLOWING ITEMS REFER TO EASEMENTS LISTED IN A TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE COMPANY DATED NOVEMBER 15, 2022 ORDER NO. 00365651-995-LBO-YE.

- ⑥ REFERS TO AN EASEMENT FOR VACATED STREET, RECORDED DECEMBER 6, 1974 AS RECORDING NO. 1974-316501, OF OFFICIAL RECORDS.
- ⑦ REFERS TO AN EASEMENT FOR SANITARY SEWER AND STORM DRAINS AND APPURTENANT STRUCTURES AND ENLARGE LINES OR PIPES CONDUITS, CABLES, WIRES, POLES AND OTHER CONVENIENT STRUCTURES TO CITY OF IMPERIAL BEACH, RECORDED MAY 16, 1989 AS RECORDING NO. 1989-257582, OF OFFICIAL RECORDS.
- ⑧ REFERS TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND RENEW SANITARY SEWERS AND STORM DRAINS AND APPURTENANT STRUCTURES TO CITY OF IMPERIAL BEACH, RECORDED MAY 16, 1989 AS RECORDING NO. 1989-257582, OF OFFICIAL RECORDS.

OWNER/APPLICANT

1337 HOLLY DEVELOPMENT LLC, AARON ANAVIM
(619) 940-8700

SITE ADDRESS

1368 HOLLY AVENUE, IMPERIAL BEACH, CA 91932

TOPOGRAPHY SOURCE

TOPOGRAPHIC SURVEY PREPARED BY
SNIPES-DYE ASSOCIATES DATED FEBRUARY 9, 2023

BENCHMARK

THE BENCHMARK FOR THIS SURVEY IS THE CITY OF IMPERIAL BEACH NO. 8, INTERSECTION OF 13TH STREET AND HEMLOCK AVENUE, AT TOP OF CURB 5' EAST OF NORTHEAST COR ON HEMLOCK, ELEVATION = 25.886.

ASSESSORS PARCEL NUMBER

633-161-12, 13 & 14

LEGAL DESCRIPTION

LOT 8, BLOCK 1, SEA BREEZE UNIT NO. 1, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1930, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1926.

EXCEPTING THEREFROM THE EASTERLY 50 FEET OF THE SOUTHERLY 120 FEET OF SAID LOT 8.

AS DESCRIBED IN DOCUMENT NO. 2022-039845 RECORDED IN THE OFFICE OF THE RECORDER FOR SAN DIEGO COUNTY AUGUST 8, 2022.

THE EAST 50 FEET OF THE SOUTH 120 FEET OF LOT 8, BLOCK 1 OF SEA BREEZE GARDENS UNIT NO. 1, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1930, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1926, TOGETHER WITH THAT PORTION OF THE NORTH 10 FEET OF HOLLY AVENUE ADJOINING SAID LOT 8 ON THE SOUTH AS VACATED AND CLOSED TO THE PUBLIC BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, OCTOBER 2, 1984 BY RESOLUTION NO. 3154, OFFICIAL RECORDS OF SAN DIEGO COUNTY.

AS DESCRIBED IN DOCUMENT NO. 2022-031911 RECORDED IN THE OFFICE OF THE RECORDER FOR SAN DIEGO COUNTY AUGUST 8, 2022.

LOT 9, BLOCK 1, SEA BREEZE UNIT NO. 1, IN THE CITY OF IMPERIAL BEACH, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1930, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 30, 1926, TOGETHER WITH THAT PORTION OF THE NORTH 10 FEET OF HOLLY AVENUE ADJOINING SAID LOT 9 ON THE SOUTH AS VACATED AND CLOSED TO PUBLIC USE, BY THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, OCTOBER 2, 1984 BY RESOLUTION NO. 3154, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 16, 1989 AS FILE NO. 89-257582 OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, EXCEPTING FROM SAID LOT 9 IN BLOCK 1, THE NORTHERLY 100 FEET THEREOF.

AS DESCRIBED IN DOCUMENT NO. 2022-0419450 RECORDED IN THE OFFICE OF THE RECORDER FOR SAN DIEGO COUNTY OCTOBER 31, 2022.

SHEET INDEX

TITLE	C100
SCHEMATIC GRADING PLAN	C3.00
TYPICAL SECTIONS	C3.01
DMA EXHIBIT	C4.00

GRADING QUANTITIES

GRADED AREA	0.79 ACRES
CUT QUANTITIES	400 CYD
FILL QUANTITIES	100 CYD
EXPORT	300 CYD

THIS PROJECT PROPOSES TO EXPORT 300 CUBIC YARDS OF MATERIAL FROM THIS SITE. ALL EXPORT MATERIAL SHALL BE DISCHARGED TO A LEGAL DISPOSAL SITE. THE APPROVAL OF THIS PROJECT DOES NOT ALLOW PROCESSING AND SALE OF THE MATERIAL. ALL SUCH ACTIVITIES REQUIRE A SEPARATE CONDITIONAL USE PERMIT.

CONSTRUCTION STORM WATER PROTECTION NOTES

1. TOTAL SITE DISTURBANCE AREA (ACRES) 0.85
WATERSHED TILIANA
HYDRAULIC SUB AREA NAME AND NUMBER 9111

2. THE PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE
☒ WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NUMBER P9-2013-0001 AND SUBSEQUENT AMENDMENTS.

☐ SWPPP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NUMBER P9-2013-0001 AND CONSTRUCTION GENERAL PERMIT ORDER NUMBER 2009-009-DWG AS AMENDED BY ORDER 2010-0014 DWG AND 2012-0006-DWG

TRADITIONAL	RISK LEVEL	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
LUP	RISK LEVEL	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3

WQID NO: _____

3. CONSTRUCTION SITE PRIORITY
☐ ASBS ☐ HIGH ☒ MEDIUM ☐ LOW

LEGEND

PROPOSED IMPROVEMENTS

IMPROVEMENT	STANDARD DWGS	SYMBOL
PROPOSED CURB & GUTTER	G-02	
PROPOSED 0' HIGH CONCRETE CURB	G-01	
PROPOSED LANDSCAPE AREA	SEE LANDSCAPE PLANS	
PROPOSED TREE	SEE LANDSCAPE PLANS	
PROPOSED GRADE		
PROPOSED CONTOUR		
PROPOSED GRAVITY WALL	G-09	
PROPOSED PERMEABLE PAVER		
PROPOSED CONCRETE SIDEWALK	G-07	
PROPOSED D.G. PATH	SEE LANDSCAPE PLANS	
PROPOSED A.C. PAVEMENT		
PROPOSED A.C. TRENCH REPLACEMENT	G-24A	
PROPOSED 6' PRIVATE SEWER	SP-02	
SEWER CLEANOUT	SC-01	

EXISTING IMPROVEMENTS

ITEM	SYMBOL
EXISTING GRADE	
SPOT ELEVATION	
EXISTING CONTOUR	
EXISTING WATER	
EXISTING SEWER	
EXISTING GAS	
EXISTING TREE	
EXISTING WALL	
EXISTING CONCRETE	
EXISTING A.C. PAVEMENT	
EXISTING PAVERS	
EXISTING FENCE	
EXISTING BLDG.	

s|cala
SOUTHERN CALIFORNIA ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA. 90025
310.600.6502



5-12-24	P.C. SUBMITTAL
REV.	DATE
	DESCRIPTION

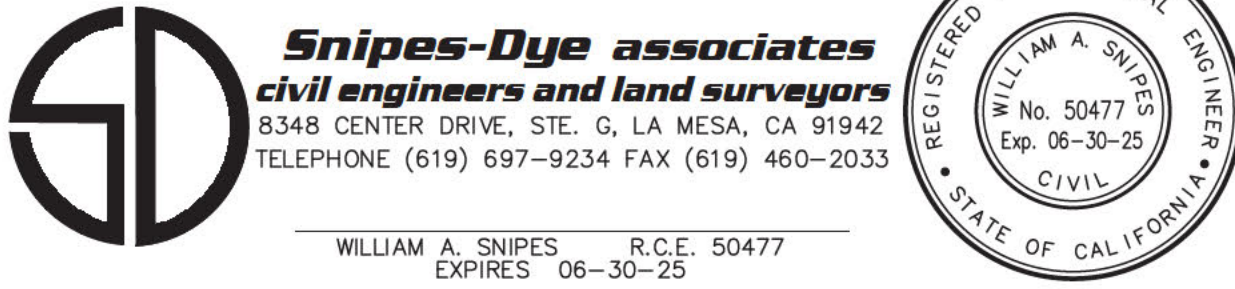
SEA CAPE VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

TITLE SHEET

230012.00	SHEET TITLE
04/30/24	DATE

C1.00

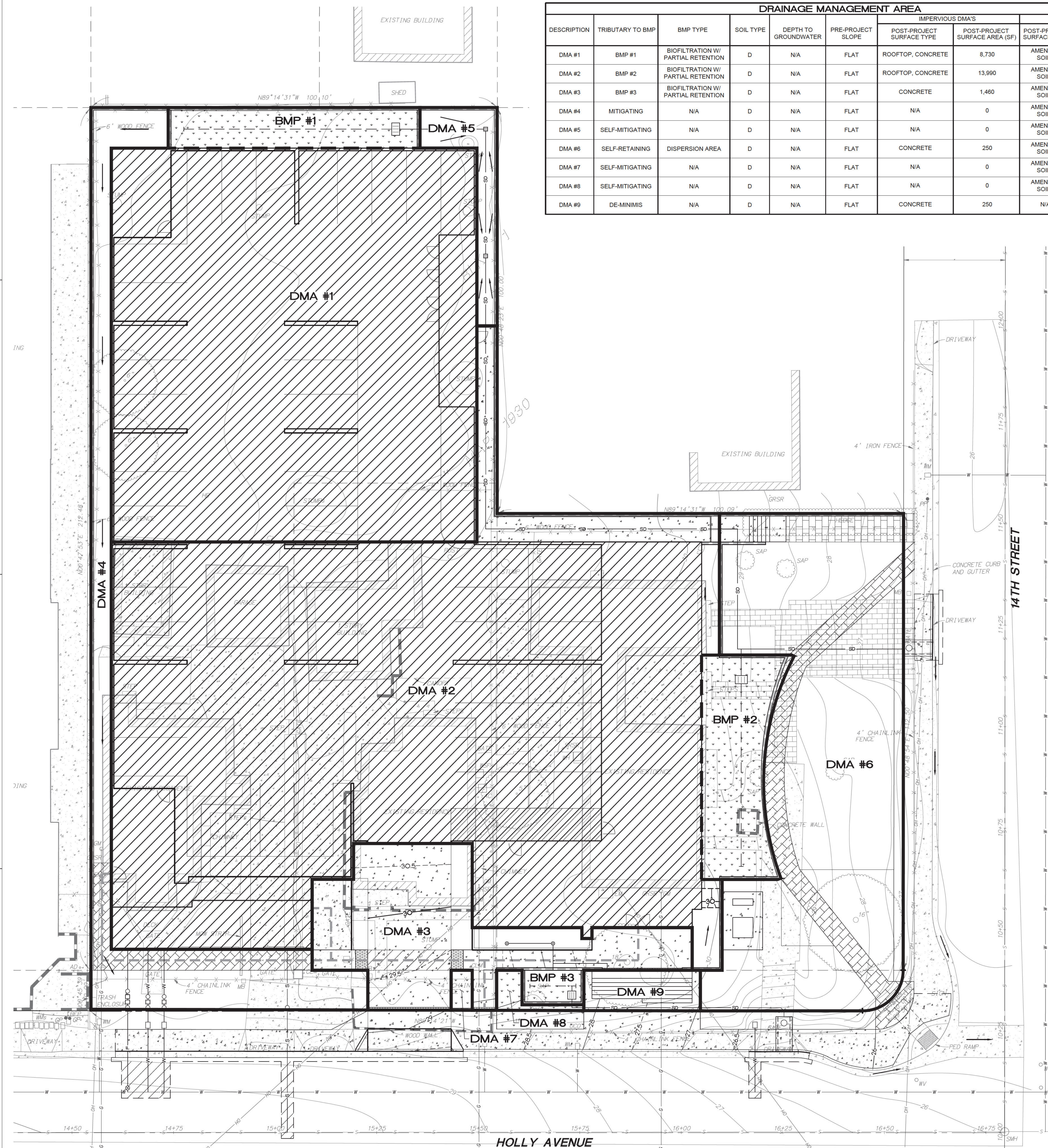


WILLIAM A. SNIPES R.C.E. 50477
EXPIRES 06-30-25

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF IMPERIAL BEACH IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.



DRAINAGE MANAGEMENT AREA									
DESCRIPTION	TRIBUTARY TO BMP	BMP TYPE	SOIL TYPE	DEPTH TO GROUNDWATER	PRE-PROJECT SLOPE	IMPERVIOUS DMA'S		PERVIOUS AREAS	
						POST-PROJECT SURFACE TYPE	POST-PROJECT SURFACE AREA (SF)	POST-PROJECT SURFACE TYPE	POST-PROJECT SURFACE AREA (SF)
DMA #1	BMP #1	BIOFILTRATION W/ PARTIAL RETENTION	D	N/A	FLAT	ROOFTOP, CONCRETE	8,730	AMENDED SOILS	0
DMA #2	BMP #2	BIOFILTRATION W/ PARTIAL RETENTION	D	N/A	FLAT	ROOFTOP, CONCRETE	13,990	AMENDED SOILS	280
DMA #3	BMP #3	BIOFILTRATION W/ PARTIAL RETENTION	D	N/A	FLAT	CONCRETE	1,460	AMENDED SOILS	510
DMA #4	MITIGATING	N/A	D	N/A	FLAT	N/A	0	AMENDED SOILS	2,170
DMA #5	SELF-MITIGATING	N/A	D	N/A	FLAT	N/A	0	AMENDED SOILS	415
DMA #6	SELF-RETAINING	DISPERSION AREA	D	N/A	FLAT	CONCRETE	250	AMENDED SOILS	4,850
DMA #7	SELF-MITIGATING	N/A	D	N/A	FLAT	N/A	0	AMENDED SOILS	55
DMA #8	SELF-MITIGATING	N/A	D	N/A	FLAT	N/A	0	AMENDED SOILS	95
DMA #9	DE-MINIMIS	N/A	D	N/A	FLAT	CONCRETE	250	N/A	0

LEGEND

DMA BOUNDARY _____

DIRECTION OF FLOW _____

PERVIOUS AREA (LANDSCAPE) _____

PERVIOUS AREA (PAVERS) _____

IMPERVIOUS AREA (CONCRETE) _____

IMPERVIOUS AREA (A.C. PAVEMENT) _____

IMPERVIOUS AREA (BUILDING) _____

DMA I.D. _____

POINT OF COMPLIANCE (P.O.C.) _____

DMA #1

- NOTES**
- SITE IS LOCATED WITHIN UNDERGRASS RAIN GAUGE BASIN.
 - UNDERLYING HYDROLOGIC SOIL GROUP D.
 - SITE IS RELATIVELY FLAT.
 - GROUNDWATER DEPTH IS UNKNOWN PER GEOTECHNICAL REPORT.
 - BASED ON WMAA MAPS CRITICAL COARSE SEDIMENT YIELD AREAS (COSYAS) WERE NOT IDENTIFIED WITHIN PROJECT FOOTPRINT OR UPSTREAM AREAS DRAINING THROUGH THE PROJECT FOOTPRINT.
 - PROPOSED BIOFILTRATION WITH PARTIAL RETENTION (PR-I) FOR TREATMENT & LOW FLOW CONTROL.
 - COUNTY OF SAN DIEGO'S 85TH PERCENTILE ISOPLUVIAL MAP WAS UTILIZED FOR SIZING PROPRIETARY BIO-FILTRATION AND STORAGE TANK TO COMPLY WITH TREATMENT CONTROL & HYDROMODIFICATION MANAGEMENT LOW-FLOW REQUIREMENTS.

- SELF-MITIGATING DMAS NOTES**
- SELF-MITIGATING DMAS CONSIST OF NATURAL OR LANDSCAPED AREAS THAT DRAIN DIRECTLY OFFSITE OR TO THE PUBLIC STORM DRAIN SYSTEM. SELF-MITIGATING DMAS MUST MEET ALL OF THE FOLLOWING TO BE ELIGIBLE FOR EXCLUSION:
- VEGETATION IN THE NATURAL OR LANDSCAPED AREA IS NATIVE AND/OR NON-NATIVE/NON-INVASIVE DROUGHT TOLERANT SPECIES THAT DO NOT REQUIRE REGULAR APPLICATION OF FERTILIZERS AND PESTICIDES.
 - SOILS ARE UNDISTURBED NATIVE TOPSOIL, OR DISTURBED SOILS THAT HAVE BEEN AMENDED AND AERATED TO PROMOTE WATER RETENTION CHARACTERISTICS EQUIVALENT TO UNDISTURBED NATIVE TOPSOIL.
 - THE INCIDENTAL IMPERVIOUS AREAS ARE LESS THAN 5 PERCENT OF THE SELF-MITIGATING AREA.
 - IMPERVIOUS AREA WITHIN THE SELF-MITIGATED AREA SHOULD NOT BE HYDRAULICALLY CONNECTED TO OTHER IMPERVIOUS AREAS UNLESS IT IS A STORM WATER CONVEYANCE SYSTEM (SUCH AS A BROW DITCH).
 - THE SELF-MITIGATING AREA IS HYDRAULICALLY SEPARATE FROM DMAS THAT CONTAIN PERMANENT STORM WATER POLLUTANT CONTROL BMFS.

- PROJECT PERMANENT BMP'S**
- 4.2.1** PREVENT ILLICIT DISCHARGES INTO THE MS4.
- 4.2.2** STORM DRAIN STENCILS ON ALL STORM DRAIN INLETS (TYP) STAMPED WITH PROHIBITIVE LANGUAGE SUCH AS "NO DUMPING - FLOWS TO CREEK" OR SIMILAR.
- 4.2.2** PROTECT TRASH STORAGE AREAS FROM RAINFALL, RUN-ON, RUNOFF, AND WIND DISPERSAL. TRASH ENCLOSURES WITH CONCRETE SLAB, SCREENED WALLS, AND DUMPSTERS WITH LIDS.
- 4.2.1D1** LANDSCAPE / OUTDOOR PESTICIDE USE. MAINTAIN LANDSCAPING USING MINIMUM OR NO PESTICIDES.
- 4.2.1D2** NEED FOR FUTURE INDOOR AND STRUCTURAL PEST CONTROL.
- 4.2.1N** FIRE SPRINKLER TEST WATER WILL BE DRAINED TO THE SANITARY SEWER SYSTEM.
- 4.2.1O** AIR CONDITIONING CONDENSATE DRAIN LINES SHALL DISCHARGE INTO LANDSCAPE AREAS AND MAY NOT DISCHARGE TO THE STORM DRAIN SYSTEM.
- 4.2.1P** PLAZAS, SIDEWALKS & PARKING LOTS MUST BE SWEEPED REGULARLY.

2. SITE DESIGN BMFS :
- SD-B** IMPERVIOUS AREA DISPERSION BY DISCONNECTING IMPERVIOUS AREAS FROM DIRECTLY DRAINING TO THE STORM DRAIN SYSTEM BY ROUTING RUNOFF FROM THESE AREAS INTO ADJACENT PERVIOUS AREAS.
 - SD-F** AMENDED SOILS PER CITY OF IMPERIAL BEACH BMP DESIGN MANUAL (MAY 2018) BMP FACT SHEET SD-F, TO IMPROVE HYDROLOGIC CHARACTERISTICS THAT REDUCE RUNOFF.
 - 4.3.3** MINIMIZE IMPERVIOUS AREAS : PARKING LOT DRIVE AISLES DESIGNED TO MINIMUM WIDTHS.
 - 4.3.4** MINIMIZE SOIL COMPACTION.
 - 4.3.7** LANDSCAPING WITH NATIVE OR DROUGHT TOLERANT VEGETATION.
 - SD-D** PERMEABLE PAVEMENT PER CITY OF IMPERIAL BEACH BMP DESIGN MANUAL (MAY 2018) FACT SHEET SD-D.
 - PR-I** BIOFILTRATION WITH PARTIAL RETENTION PER CITY OF IMPERIAL BEACH BMP DESIGN MANUAL (MAY 2018) FACT SHEET PR-I.

SEA CAPE VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

DMA EXHIBIT

Snipes-Dye associates
civil engineers and land surveyors
8348 CENTER DRIVE, STE. G, LA MESA, CA 91942
TELEPHONE (619) 697-9234 FAX (619) 460-2033

WILLIAM A. SNIPES
R.C.E. 50477
EXPIRES 06-30-25

WILLIAM A. SNIPES
CIVIL
STATE OF CALIFORNIA

C4.00

s cala

SOUTHERN CALIFORNIA ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA. 90025
310.600.6502



5-12-24	P.C. SUBMITTAL
REV.	DATE DESCRIPTION

SEA CAPE VILLAGE

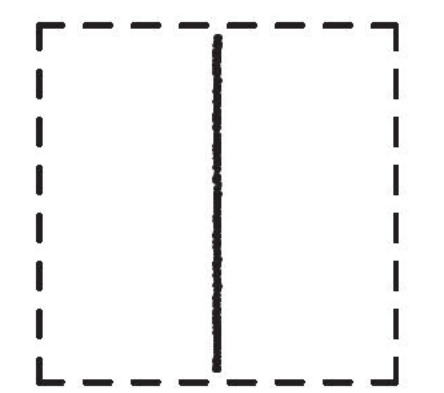
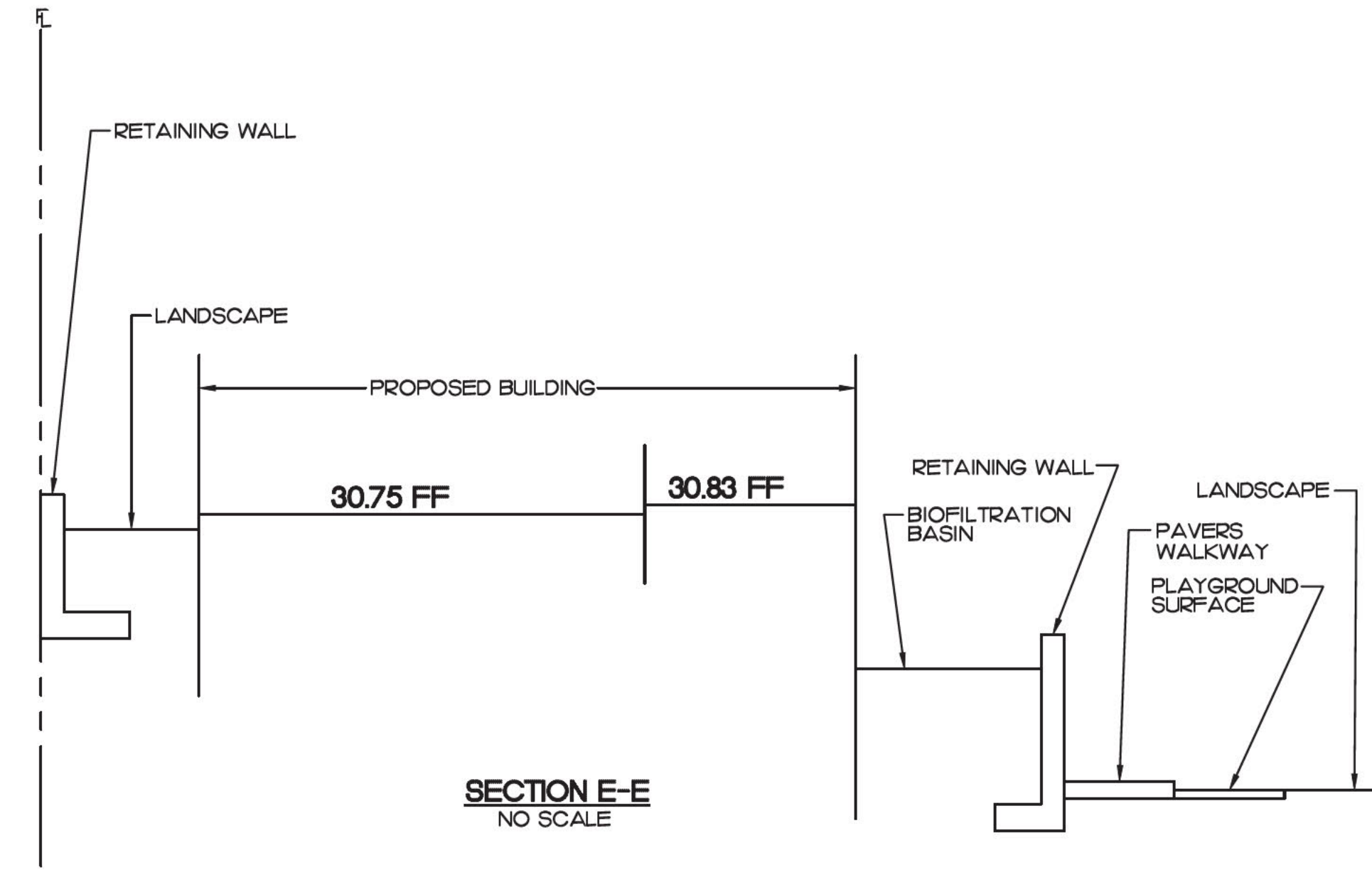
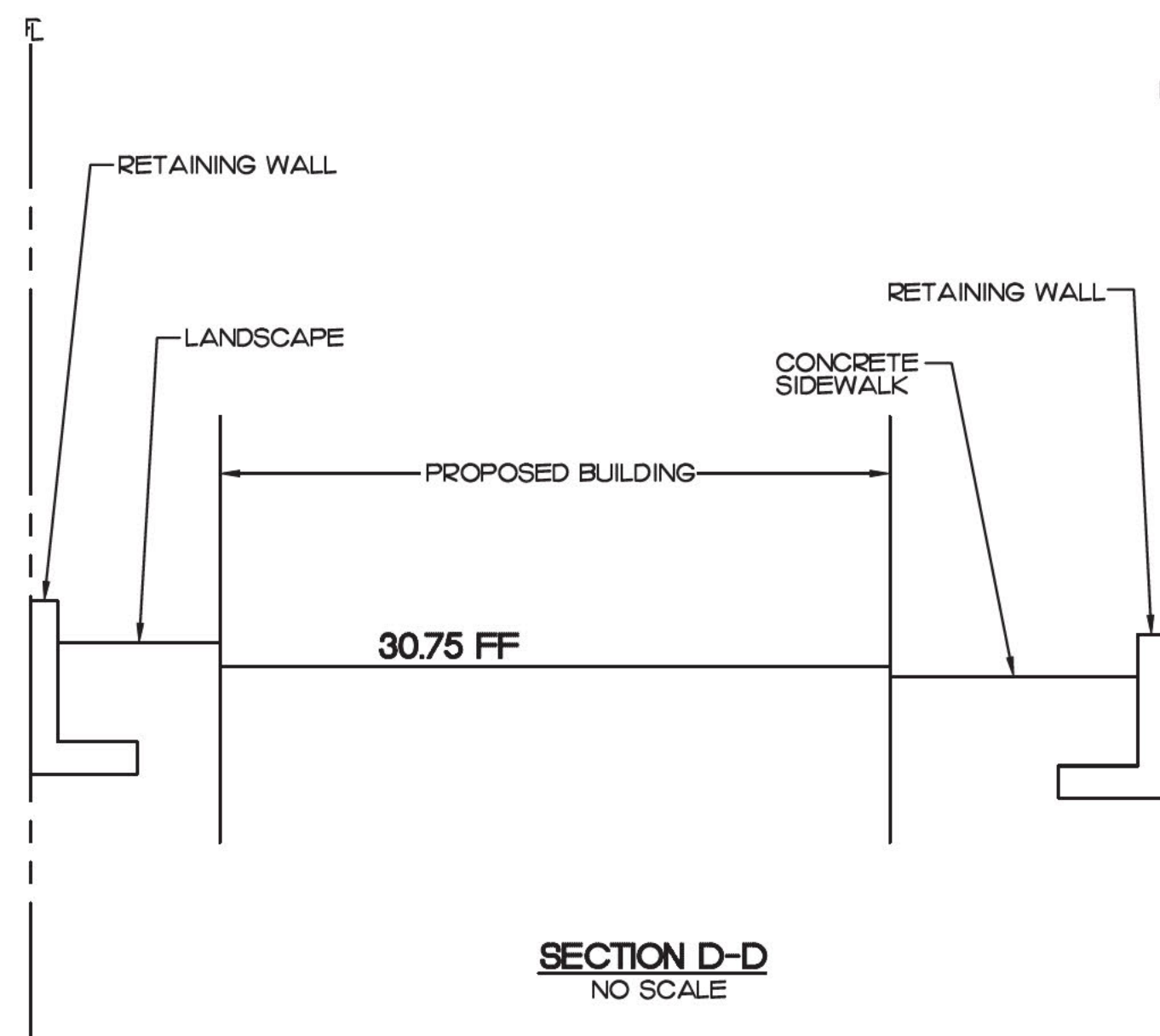
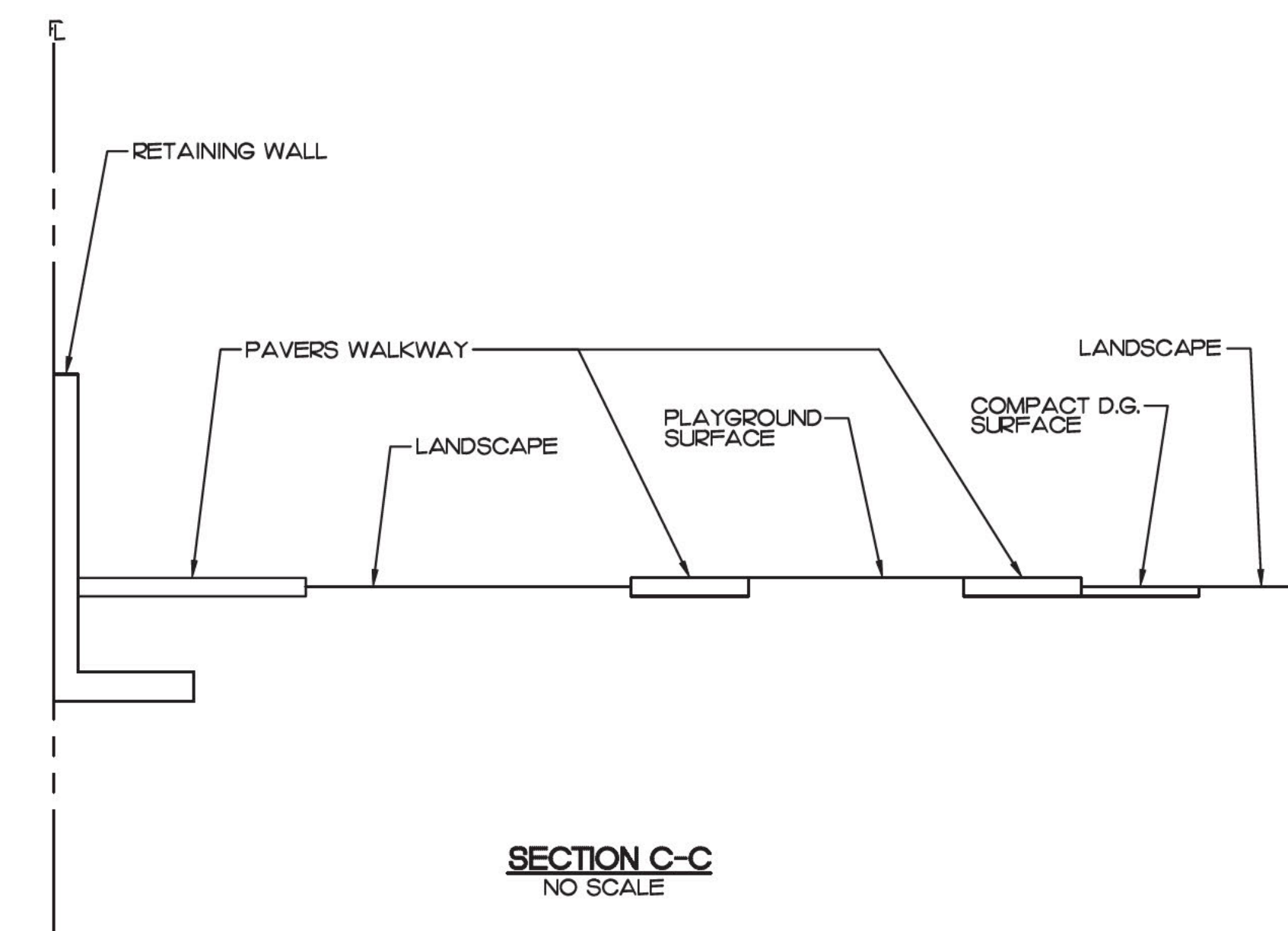
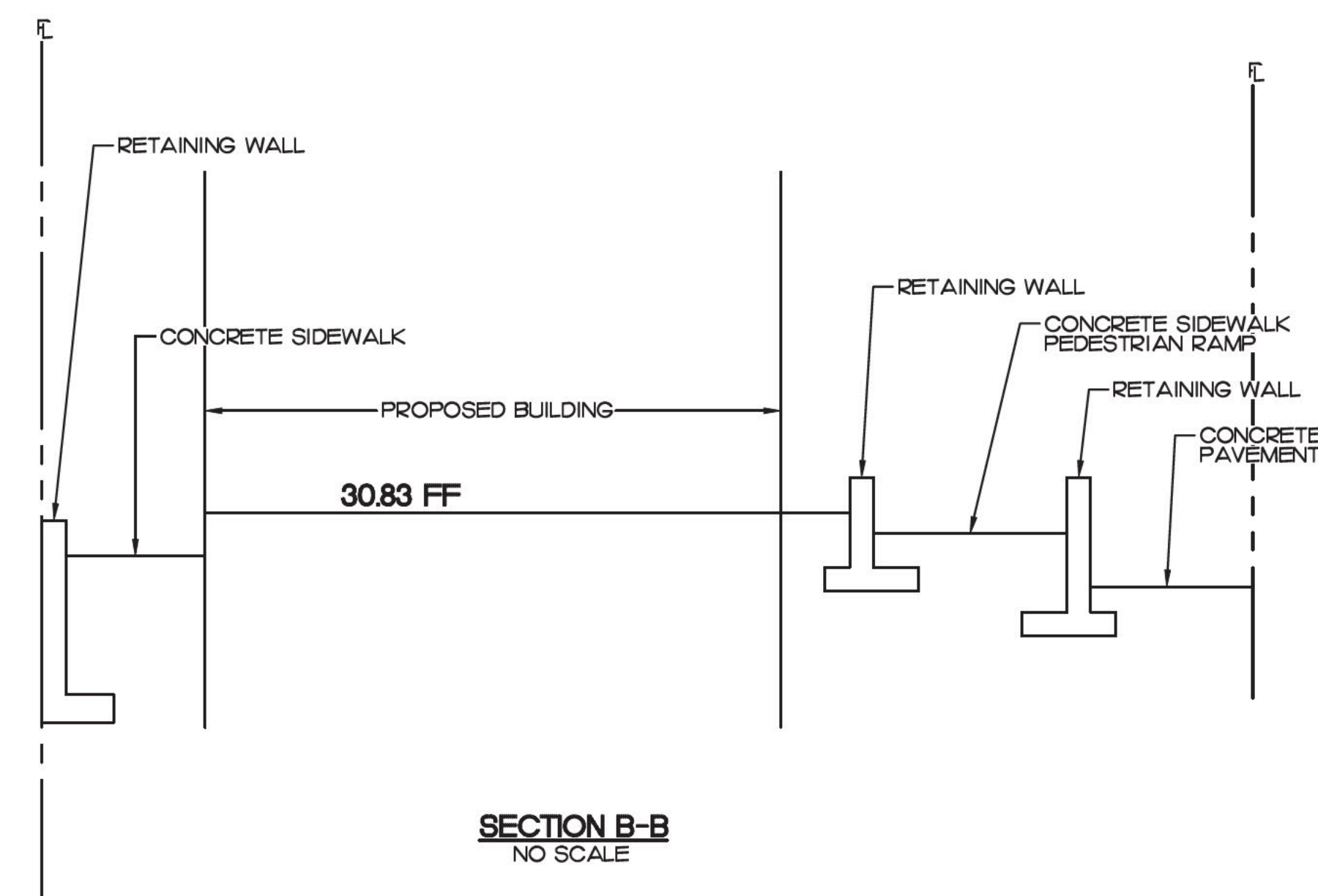
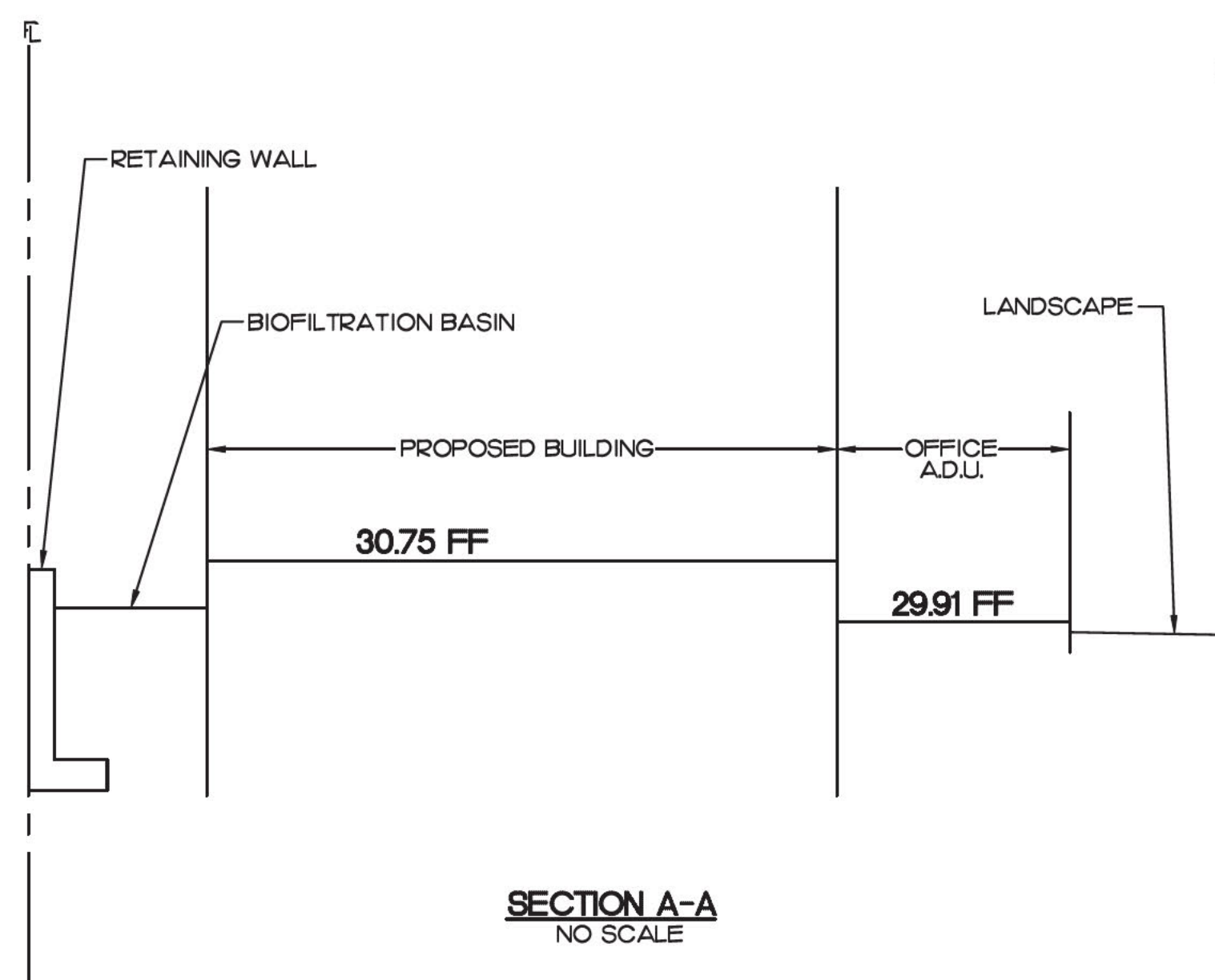
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

DMA EXHIBIT

230012.00	JOB NO.
04/30/24	DATE

C4.00

SHEET



SEA CAPE
VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

TYPICAL SECTIONS

	SHEET TITLE
230012.00	
	JOB NO.
04/30/24	
	DATE

C3.01



WILLIAM A. SNIPES R.C.E. 50477
EXPIRES 06-30-25



	5-12-24	P.C. SUBMITTAL
REV.	DATE	DESCRIPTION

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

ARCHITECTURAL
SITE PLAN

_____ SHEET TITLE _____

230012.00 _____

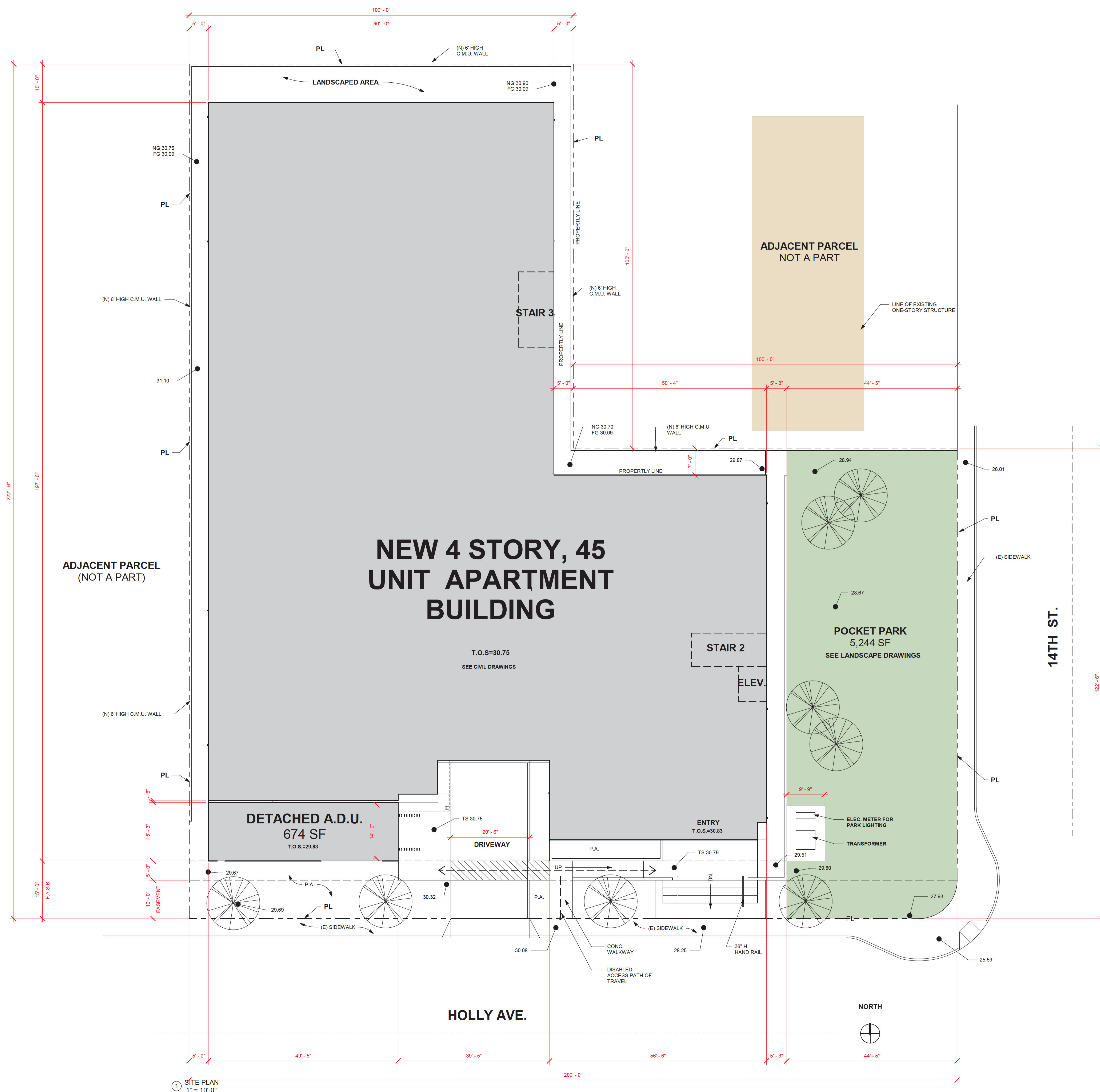
_____ JOB NO. _____

04/30/24 _____

_____ DATE _____

SA-1

SHEET





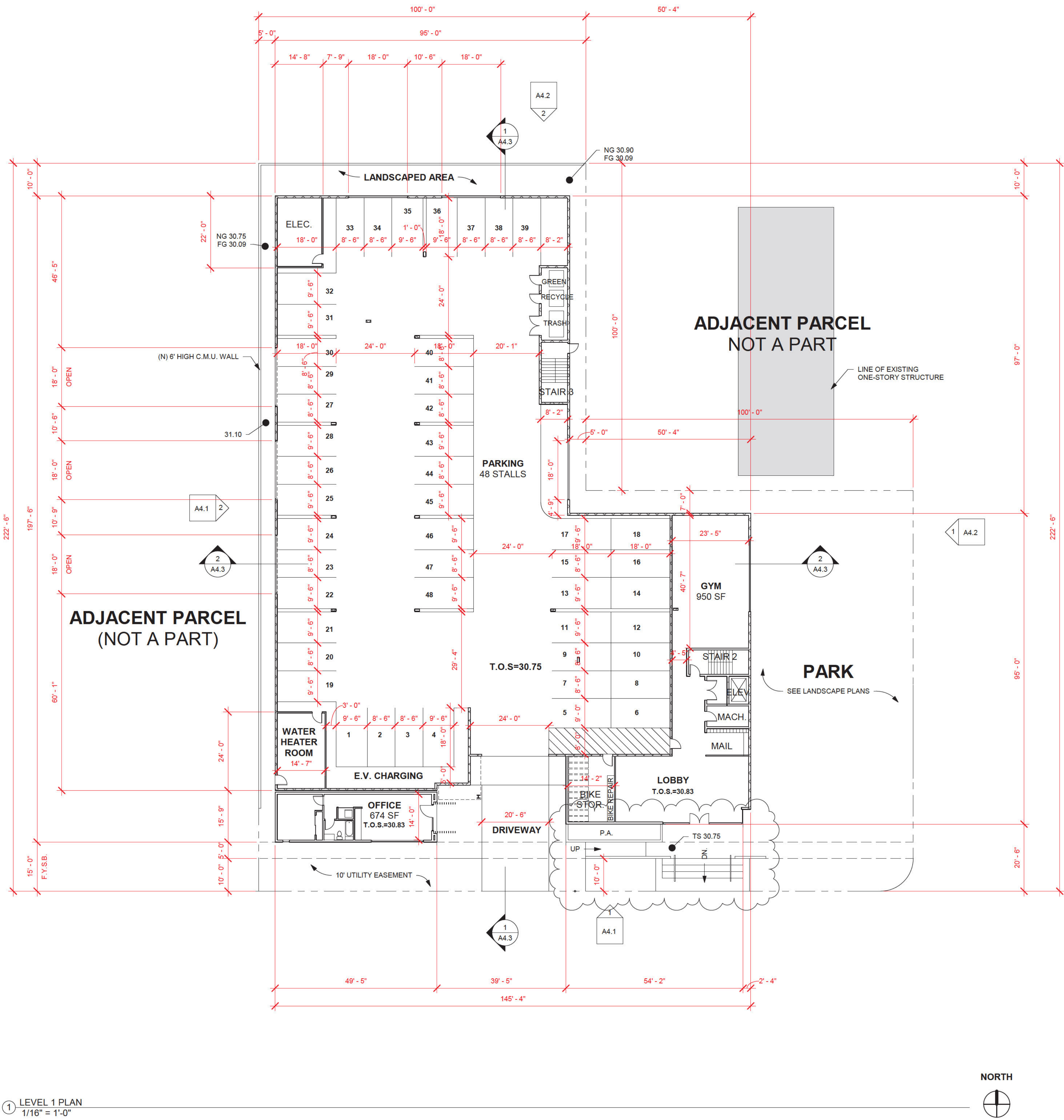
	5-12-24	P.C. SUBMITTAL
REV.	DATE	DESCRIPTION

SEA CAPE
VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

1ST FLOOR PLAN

230012.00	JOB NO.
04/30/24	DATE

A1.1





1 LEVEL 2 PLAN
1/16" = 1'-0"

UNIT TYPE LEGEND:

- VERY LOW INCOME UNIT
- MODERATE INCOME UNIT
- COMMON SPACE TO BE CONVERTED TO AN A.D.U.



REV.	DATE	DESCRIPTION
5-12-24	P.C.	SUBMITTAL

SEA CAPE VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

SECOND FLOOR PLAN

SHEET TITLE

230012.00

JOB NO.

04/30/24

DATE

A1.2

SHEET



	5-12-24	P.C. SUBMITTAL
REV.	DATE	DESCRIPTION

SEA CAPE
VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

THIRD FLOOR PLAN

230012.00	JOB NO.
04/30/24	DATE

A1.3

UNIT TYPE LEGEND:

- VERY LOW INCOME UNIT
- MODERATE INCOME UNIT
- COMMON SPACE TO BE CONVERTED TO AN A.D.U.



1 LEVEL 3 PLAN
1/16" = 1'-0"



① LEVEL 4 PLAN
1/16" = 1'-0"

UNIT TYPE LEGEND:

- VERY LOW INCOME UNIT
- MODERATE INCOME UNIT
- COMMON SPACE TO BE CONVERTED TO AN A.D.U.

s cal a
SOUTHERN CALIFORNIA ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA. 90025
310.600.6502



REV.	DATE	DESCRIPTION
5-12-24	P.C.	SUBMITTAL

SEA CAPE VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

FOURTH FLOOR PLAN

SHEET TITLE
230012.00
JOB NO.
04/30/24
DATE

A1.4



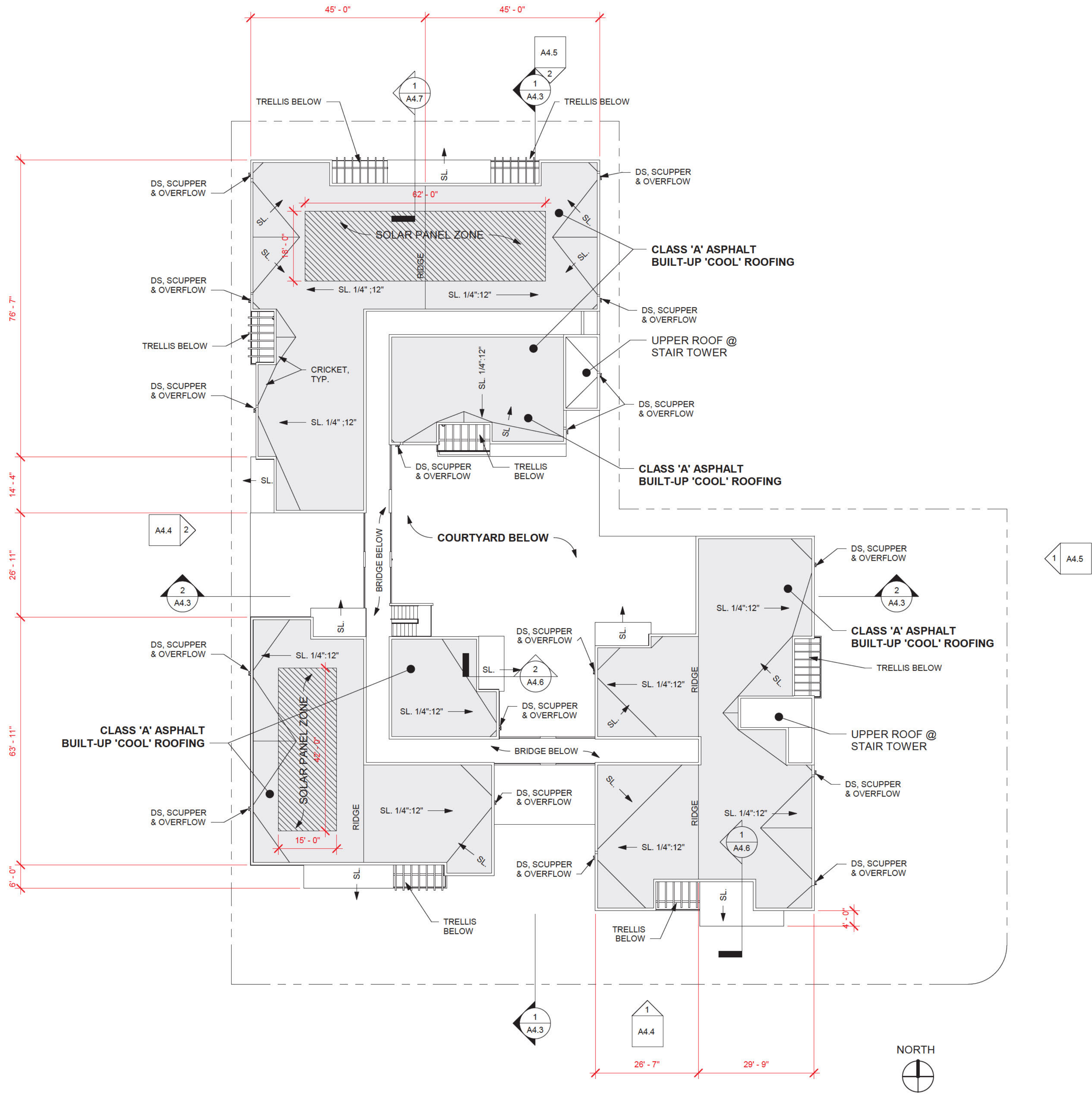
	5-12-24	P.C. SUBMITTAL
REV.	DATE	DESCRIPTION

SEA CAPE
VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

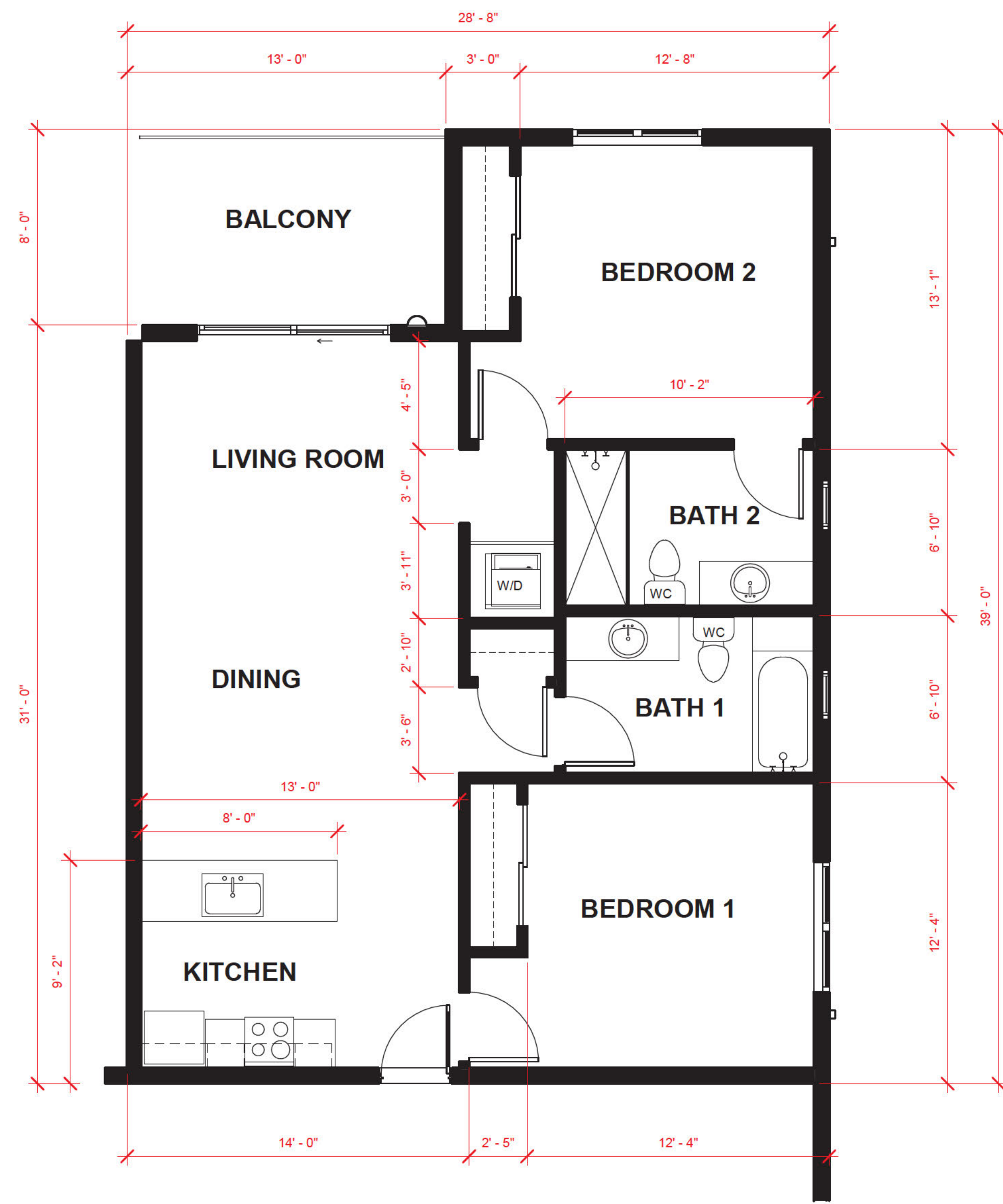
ROOF PLAN

SHEET TITLE
230012.00
JOB NO.
04/30/24
DATE

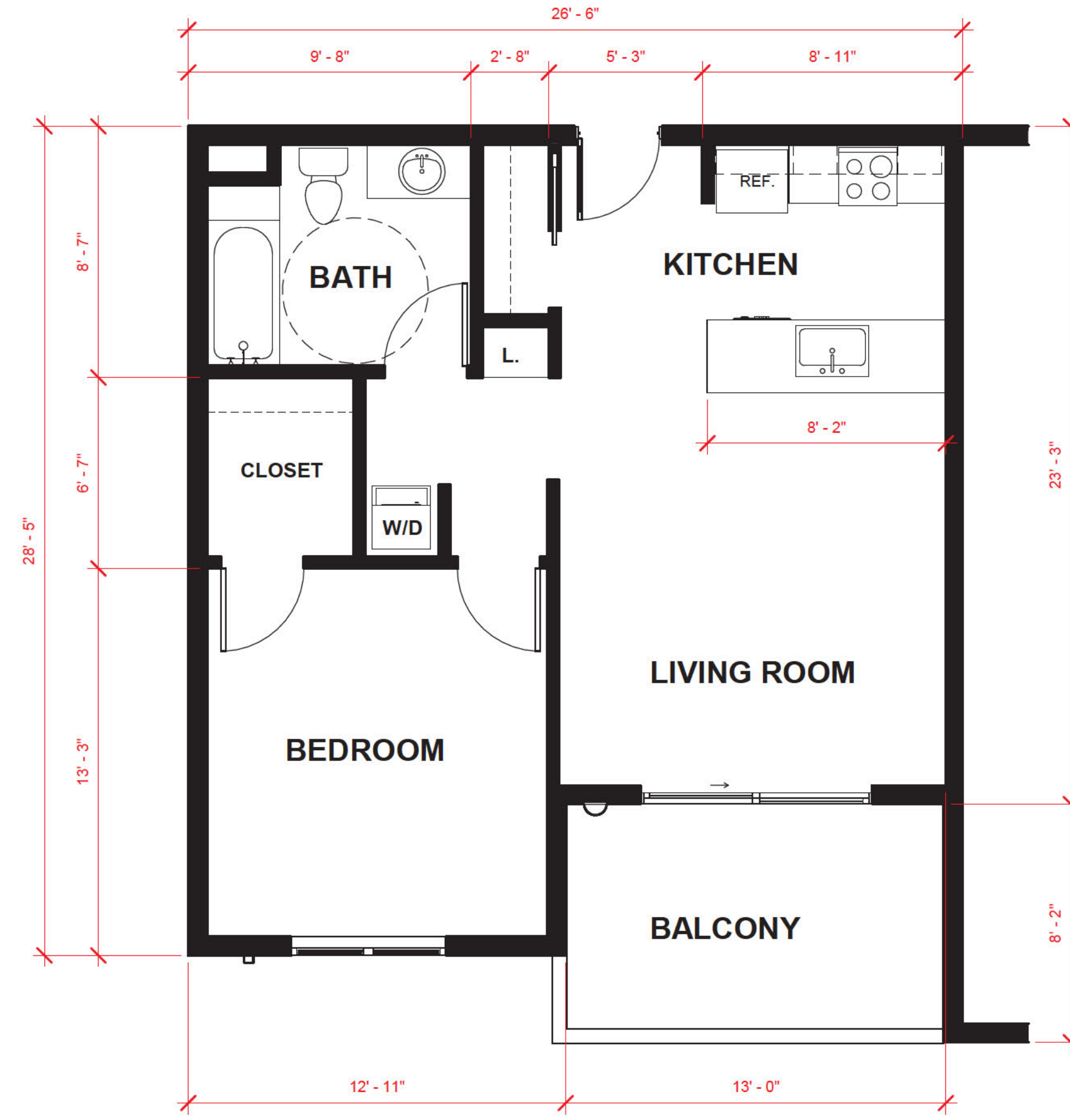
A2.1



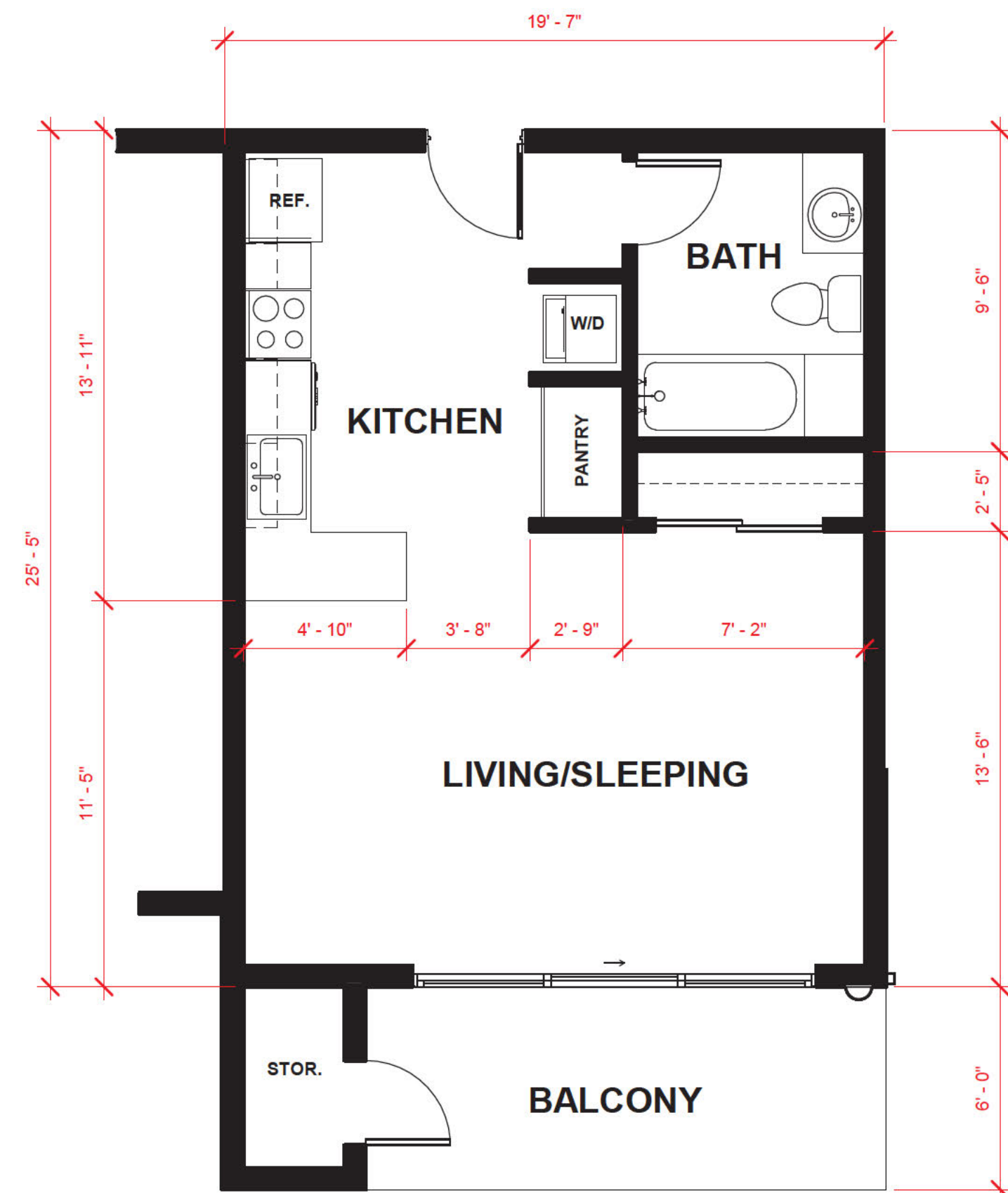
1 ROOF PLAN
1/16" = 1'-0"



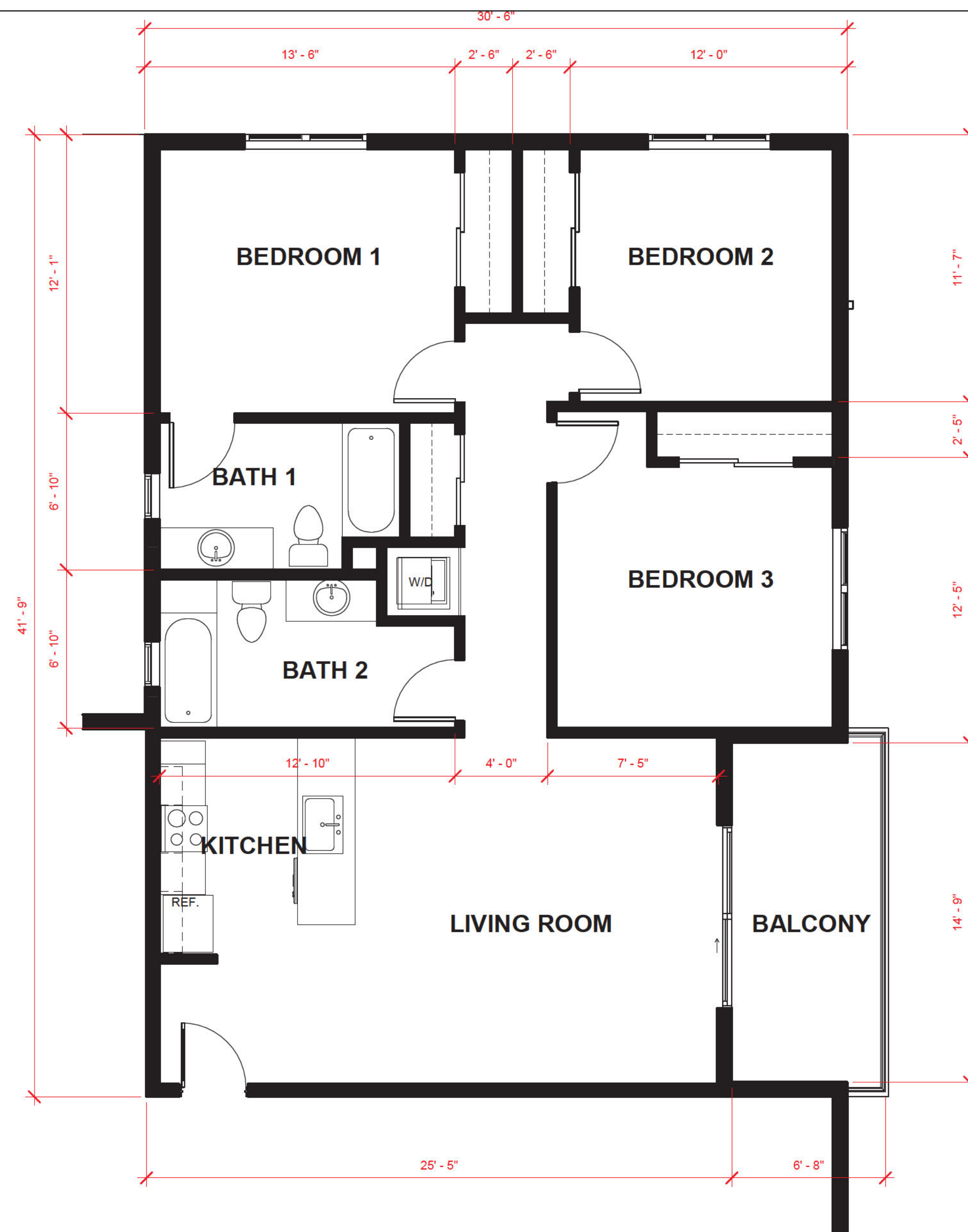
② TYPICAL 2 BEDROOM UNIT
1/4" = 1'-0"



① TYPICAL 1 BEDROOM UNIT
1/4" = 1'-0"



③ TYPICAL STUDIO UNIT
1/4" = 1'-0"



④ TYPICAL 3 BEDROOM UNIT
1/4" = 1'-0"



REV.	DATE	DESCRIPTION
5-12-24	P.C. SUBMITTAL	

SEA CAPE VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

UNIT PLANS

SHEET TITLE

230012.00

JOB NO.

04/30/24

DATE

A1.5

SHEET



5-12-24	P.C. SUBMITTAL
REV.	DATE DESCRIPTION

SEA CAPE VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

EXTERIOR ELEVATIONS

230012.00	JOB NO.
04/30/24	DATE

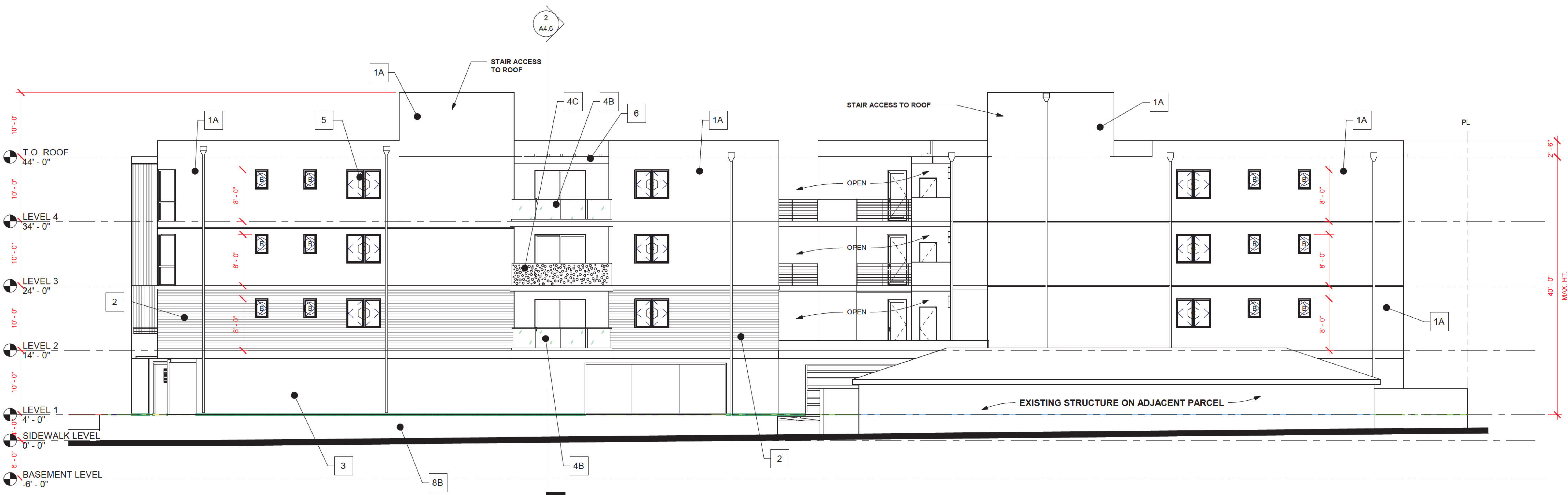
A4.1



EXTERIOR FINISH SCHEDULE				
	DESCRIPTION	MANUFACTURER	STYLE / CAT. NO.	COLOR/REMARKS
1A	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6000 SNOWFALL
1B	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6005 FOLKSTONE
2	CEMENT BOARD SIDING	JAMES HARDIE ARTISAN SIDING	SHIPLAP	STAIN COLOR - SW 3501 'REDWOOD'
3	CONCRETE	--	BOARD FORMED	NATURAL GRAY
4A	METAL GUARD RAIL	*WESTCOAST ALUM.	HORIZONTAL PICKETS	ALUM. RAILING
4B	GLASS GUARD RAIL	*ADVANCED GLASS WALLS	T.B.D.	1/4" THICK TEMPERED GLASS
4C	LASER CUT METAL GUARD RAIL	*REVAMP PANELS	CUSTOM PATTERN	POWDER COATED ALUM. RAILING
5	VINYL WINDOWS	MILGARD	STYLELINE 450 SERIES	BLACK
6	METAL TRELLIS	--	--	BLACK
7	METAL GRATE (AT GARAGE)	--	--	COOL GRAY
8A	C.M.U. SITE WALL	RCP BLOCK AND BRICK	PRECISION BLOCK	NATURAL GRAY
8B	CONCRETE BLOCK WALL	RCP BLOCK AND BRICK	RIDGESTONE	GREYSTONE

*OR APPROVED EQUAL

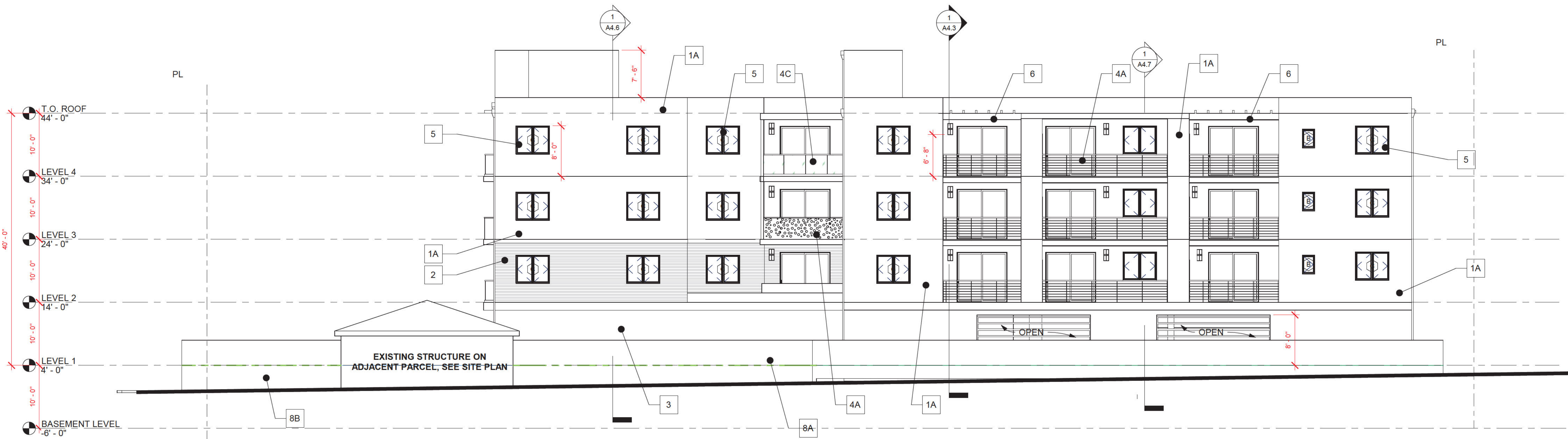




① EAST (14TH ST.) ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE				
	DESCRIPTION	MANUFACTURER	STYLE / CAT. NO.	COLOR/REMARKS
1A	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6000 SNOWFALL
1B	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6005 FOLKSTONE
2	CEMENT BOARD SIDING	JAMES HARDIE ARTISAN SIDING	SHIPLAP	STAIN COLOR - SW 3501 'REDWOOD'
3	CONCRETE	--	BOARD FORMED	NATURAL GRAY
4A	METAL GUARD RAIL	*WESTCOAST ALUM.	HORIZONTAL PICKETS	ALUM. RAILING
4B	GLASS GUARD RAIL	*ADVANCED GLASS WALLS	T.B.D.	1/4" THICK TEMPERED GLASS
4C	LASER CUT METAL GUARD RAIL	*REVAMP PANELS	CUSTOM PATTERN	POWDER COATED ALUM. RAILING
5	VINYL WINDOWS	MILGARD	STYLELINE 450 SERIES	BLACK
6	METAL TRELLIS	--	--	BLACK
7	METAL GRATE (AT GARAGE)	--	--	COOL GRAY
8A	C.M.U. SITE WALL	RCP BLOCK AND BRICK	PRECISION BLOCK	NATURAL GRAY
8B	CONCRETE BLOCK WALL	RCP BLOCK AND BRICK	RIDGESTONE	GREYSTONE

*OR APPROVED EQUAL



② NORTH (REAR) ELEVATION
1/8" = 1'-0"



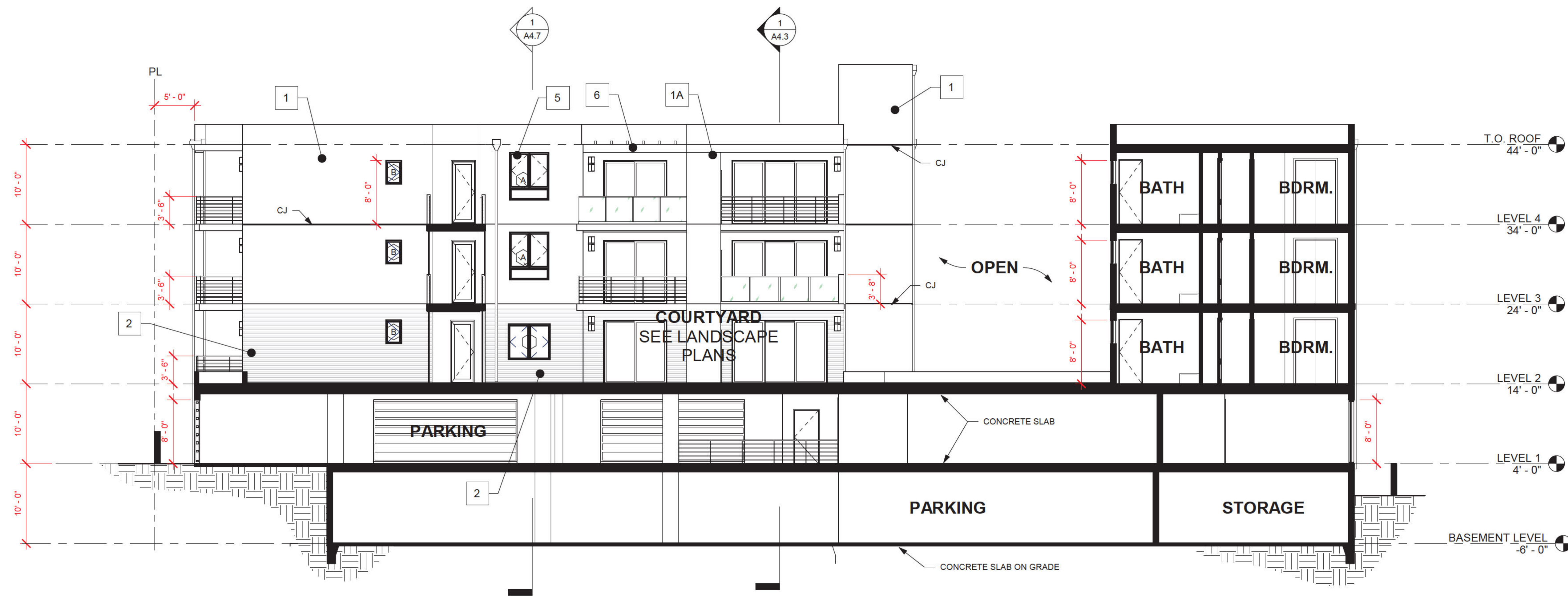
5-12-24 P.C. SUBMITTAL
REV. DATE DESCRIPTION

SEA CAPE VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

EXTERIOR ELEVATIONS

SHEET TITLE
230012.00 JOB NO.
04/30/24 DATE

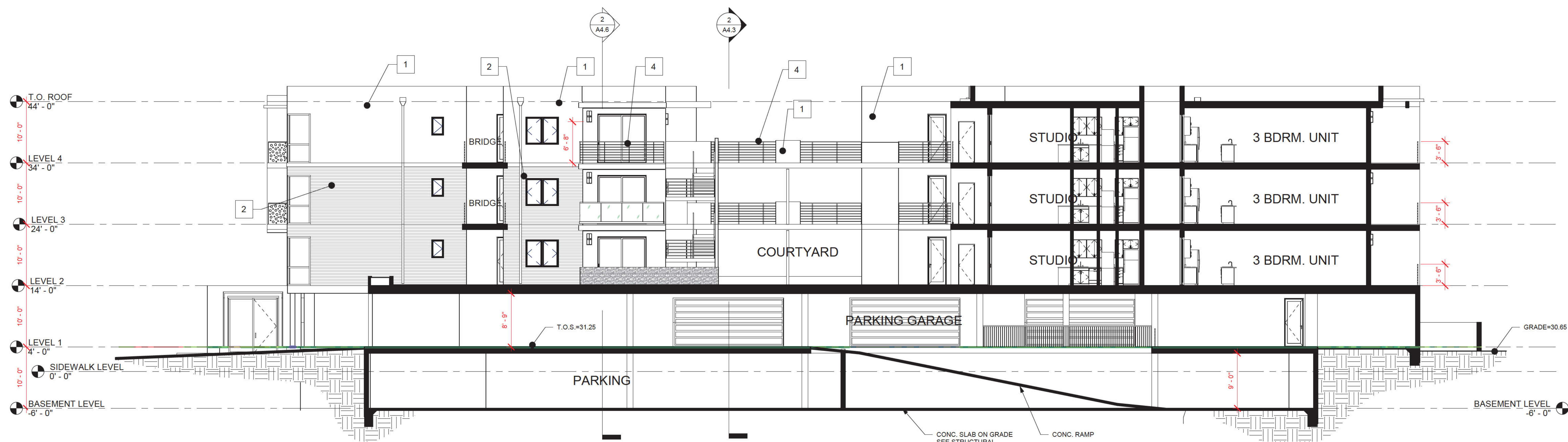
A4.2



CROSS SECTION THROUGH
COURTYARD
1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE				
	DESCRIPTION	MANUFACTURER	STYLE / CAT. NO.	COLOR/REMARKS
1A	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6000 SNOWFALL
1B	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6005 FOLKSTONE
2	CEMENT BOARD SIDING	JAMES HARDIE ARTISAN SIDING	SHIPLAP	STAIN COLOR - SW 3501 'REDWOOD'
3	CONCRETE	--	BOARD FORMED	NATURAL GRAY
4A	METAL GUARD RAIL	*WESTCOAST ALUM.	HORIZONTAL PICKETS	ALUM. RAILING
4B	GLASS GUARD RAIL	*ADVANCED GLASS WALLS	T.B.D.	1/4" THICK TEMPERED GLASS
4C	LASER CUT METAL GUARD RAIL	*REVAMP PANELS	CUSTOM PATTERN	POWDER COATED ALUM. RAILING
5	VINYL WINDOWS	MILGARD	STYLELINE 450 SERIES	BLACK
6	METAL TRELLIS	--		BLACK
7	METAL GRATE (AT GARAGE)	--		COOL GRAY
8A	C.M.U. SITE WALL	RCP BLOCK AND BRICK	PRECISION BLOCK	NATURAL GRAY
8B	CONCRETE BLOCK WALL	RCP BLOCK AND BRICK	RIDGESTONE	GREYSTONE

*OR APPROVED EQUAL



SECTION THROUGH COURTYARD
1/8" = 1'-0"

SECTION NOTES:

1. INSULATION SHALL BE PROVIDED PER ENERGY CALCULATIONS
SEE SHEET M1
2. ALL DIMENSIONS ARE TO ROUGH FRAMING UNLESS NOTED OTHERWISE
3. SEE SHEET A5.1 FOR EGRESS WINDOW INFORMATION
4. WALL SCONCES TO BE SELECTED BY OWNER
5. METAL FLASHING SHALL BE PAINTED TO MATCH ADJACENT FINISH U.N.O.
6. WOOD SIDING SPEC.: ICC-ESR-1301 LOUISIANA-PACIFIC CORPORATION
SMART SIDE PERCISION SIDING OR APPROVED EQUAL

s cala
SOUTHERN CALIFORNIA ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA. 90025
310.600.6502



5-12-24 P.C. SUBMITTAL
REV. DATE DESCRIPTION

**SEA CAPE
VILLAGE**

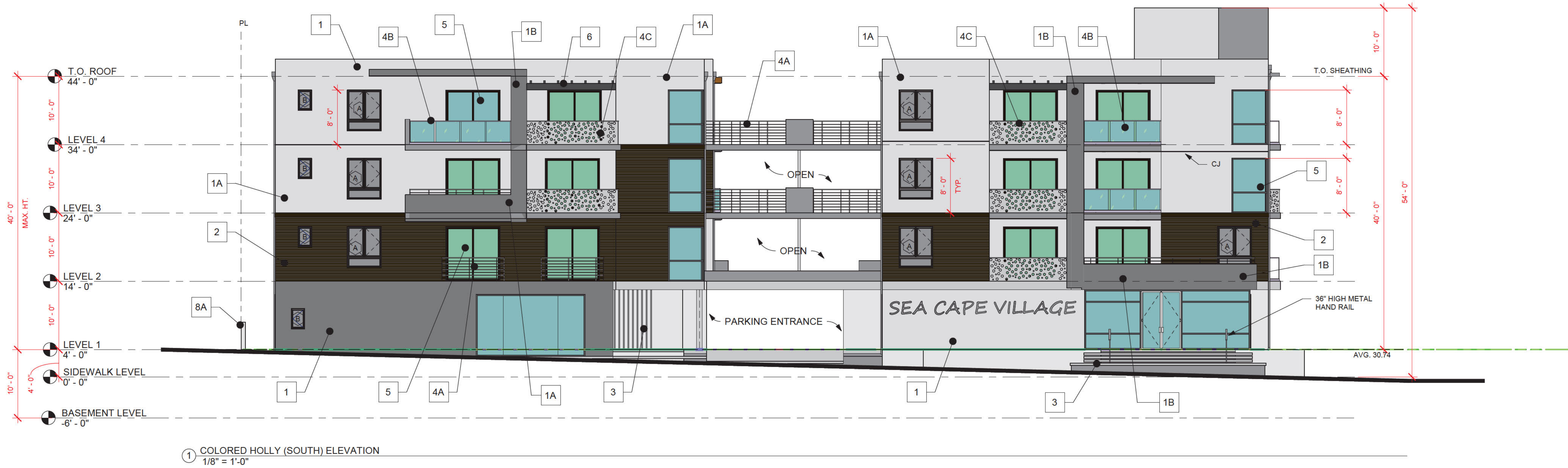
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

**BUILDING
SECTIONS**

SHEET TITLE
230012.00 JOB NO.
04/30/24 DATE

A4.3

SHEET



EXTERIOR FINISH SCHEDULE				
	DESCRIPTION	MANUFACTURER	STYLE / CAT. NO.	COLOR/REMARKS
1A	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6000 SNOWFALL
1B	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6005 FOLKSTONE
2	CEMENT BOARD SIDING	JAMES HARDIE ARTISAN SIDING	SHIPLAP	STAIN COLOR - SW 3501 'REDWOOD'
3	CONCRETE	--	BOARD FORMED	NATURAL GRAY
4A	METAL GUARD RAIL	*WESTCOAST ALUM.	HORIZONTAL PICKETS	ALUM. RAILING
4B	GLASS GUARD RAIL	*ADVAMP GLASS WALLS	T.B.D.	1/4" THICK TEMPERED GLASS
4C	LASER CUT METAL GUARD RAIL	*REVAMP PANELS	CUSTOM PATTERN	POWDER COATED ALUM. RAILING
5	VINYL WINDOWS	MILGARD	STYLELINE 450 SERIES	BLACK
6	METAL TRELLIS	--	--	BLACK
7	METAL GRATE (AT GARAGE)	--	--	COOL GRAY
8A	C.M.U. SITE WALL	RCP BLOCK AND BRICK	PRECISION BLOCK	NATURAL GRAY
8B	CONCRETE BLOCK WALL	RCP BLOCK AND BRICK	RIDGESTONE	GREYSTONE

*OR APPROVED EQUAL



5-12-24 P.C. SUBMITTAL
REV. DATE DESCRIPTION

SEA CAPE VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

COLORED
ELEVATIONS

SHEET TITLE
230012.00 JOB NO.
04/30/24 DATE

A4.4



5-12-24	P.C. SUBMITTAL
REV. DATE	DESCRIPTION

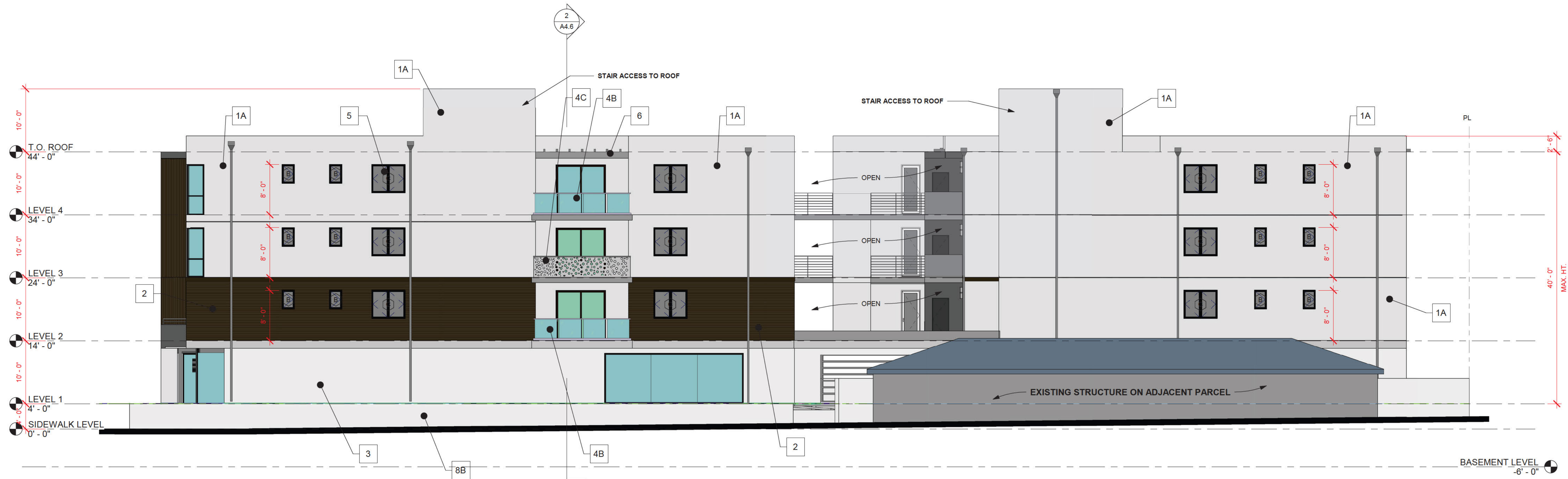
SEA CAPE VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

COLORED ELEVATIONS

230012.00	JOB NO.
04/30/24	DATE

A4.5

SHEET



1 COLORED 14TH ST. (EAST) ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE				
	DESCRIPTION	MANUFACTURER	STYLE / CAT. NO.	COLOR/REMARKS
1A	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6000 SNOWFALL
1B	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6005 FOLKSTONE
2	CEMENT BOARD SIDING	JAMES HARDIE ARTISAN SIDING	SHIPLAP	STAIN COLOR - SW 3501 'REDWOOD'
3	CONCRETE	--	BOARD FORMED	NATURAL GRAY
4A	METAL GUARD RAIL	*WESTCOAST ALUM.	HORIZONTAL PICKETS	ALUM. RAILING
4B	GLASS GUARD RAIL	*ADVANCED GLASS WALLS	T.B.D.	1/4" THICK TEMPERED GLASS
4C	LASER CUT METAL GUARD RAIL	*REVAMP PANELS	CUSTOM PATTERN	POWDER COATED ALUM. RAILING
5	VINYL WINDOWS	MILGARD	STYLELINE 450 SERIES	BLACK
6	METAL TRELLIS	--		BLACK
7	METAL GRATE (AT GARAGE)	--	--	COOL GRAY
8A	C.M.U. SITE WALL	RCP BLOCK AND BRICK	PRECISION BLOCK	NATURAL GRAY
8B	CONCRETE BLOCK WALL	RCP BLOCK AND BRICK	RIDGESTONE	GREYSTONE

*OR APPROVED EQUAL



2 COLORED NORTH (REAR) ELEVATION
1/8" = 1'-0"

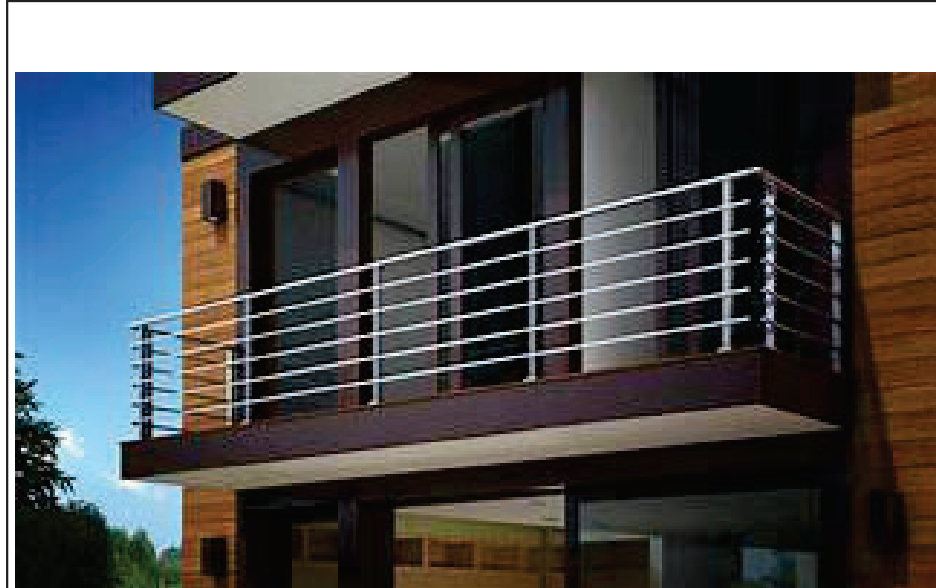
SEA CAPE VILLAGE



STUCCO TEXTURE
LA HABRA 20/30 SAND FINISH



2-CEMENT BOARD SIDING
JAMES HARDIE - SHIPLAP



4A-METAL GUARD RAIL



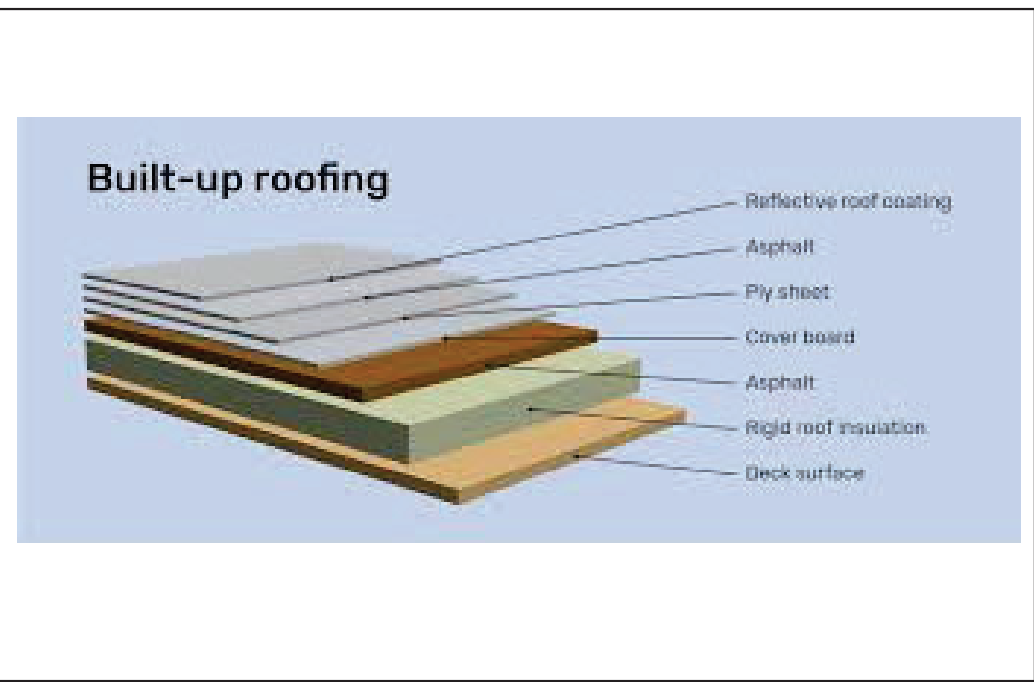
1A-STUCCO COLOR
SHERWIN WILLIAMS SW6000-SNOWFALL



5- MILGARD STYLE-LINE
WINDOWS



4B-GLASS GUARD RAIL



4 PLY BUILT UP ASPHALT ROOFING



1B-STUCCO COLOR
SHERWIN WILLIAMS SW6005-FOLKSTONE



4C-LASER CUT METAL GUARD RAIL

EXTERIOR FINISH SCHEDULE				
	DESCRIPTION	MANUFACTURER	STYLE / CAT. NO.	COLOR/REMARKS
1A	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6000 SNOWFALL
1B	7/8" EXT. CEMENT PLASTER	*LA HABRA	20/30 SAND FINISH	ELASTOMERIC PAINT FINISH SW-6005 FOLKSTONE
2	CEMENT BOARD SIDING	JAMES HARDIE ARTISAN SIDING	SHIPLAP	STAIN COLOR - SW 3501 'REDWOOD'
3	CONCRETE	--	BOARD FORMED	NATURAL GRAY
4A	METAL GUARD RAIL	*WESTCOAST ALUM.	HORIZONTAL PICKETS	ALUM. RAILING
4B	GLASS GUARD RAIL	*ADVANCED GLASS WALLS	T.B.D.	1/4" THICK TEMPERED GLASS
4C	LASER CUT METAL GUARD RAIL	*REVAMP PANELS	CUSTOM PATTERN	POWDER COATED ALUM. RAILING
5	VINYL WINDOWS	MILGARD	STYLELINE 450 SERIES	BLACK
6	METAL TRELLIS	--	--	BLACK
7	METAL GRATE (AT GARAGE)	--	--	COOL GRAY
8A	C.M.U. SITE WALL	RCP BLOCK AND BRICK	PRECISION BLOCK	NATURAL GRAY
8B	CONCRETE BLOCK WALL	RCP BLOCK AND BRICK	RIDGESTONE	GREYSTONE

*OR APPROVED EQUAL



8A- CONCRETE MASONRY UNIT
R.C.P. PRECISION BLOCK



8B- CONCRETE BLOCK
R.C.P. RIDGESTONE-GREYSTONE

PLANT LIST									
	Qty	ID	Botanical Name	Common Name	Scheduled Size	Mature Height	Mature Width	WUCOLS	Comments
Cacti-Succulents									
	8	Agg N	Agave attenuata 'Nova'	Blue Fox Tail Agave	5 Gal	3-4'	3-4'	Low	Comment 1
	6	Agg 'SG'	Agave villmoria 'Stained Glass'	Octopus Agave	5 gal	3-4'	3-4'	Low	
	7	YUC 'SA'	Yucca 'Silver Anniversary'	Silver Anniversary Yucca	5 Gal	2-3'	3-4'	Low	
Shrubs and Grasses									
	5	Bou 'R'	Bougainvillea 'Rosenka'	NCN	5 gal	2-4'	4-6'	Low	
	6	GRE 'S'	Grevillea 'Superb'	Superb Grevillea	5 Gal	4-6'	4-8'	Low	
	11	Iva hay	Iva hayesiana	Poverty Weed	1 gal	2-4'	4-5'	Low	Native Species
	77	JUN PAT 'EB'	Juncus patens 'Elk Blue'	Elk Blue California Gray Rush	1 Gal	18-24"	2-3'	Low	Native Species
	9	Muh rig	Muhlenbergia rigens	Deer Grass	2 gal	4-5'	4-5'	Low	Native Species
	10	Rha 'EC'	Rhamnus californica 'Eve Case'	Coffeeberry	5 gal	4-6'	4-6'	Low	Native Species
	17	ROS CAL	Rosa californica	California Wild Rose	5 Gal	3-5'	5-10'	Low	Native Species
Trees									
	4	Aca pod	Acacia podalyrifolia	Pearl Acacia	24" box	15-20'	10-15'	Low	Tree Form
	3	Cer 'M'	Cercis x 'Merlot'	Merlot Redbud	24" box	15-20'	12-15'	Med	Standard
	2	Gei par	Geijera parviflora	Australian Willow	24" box	20-30'	15-20'	Low	
	4	Myr cal	Myrica californica	Pacific Wax Myrtle	15 gal	20-30'	10-20'	Low	Native Species
	1	Pla rac	Platanus racemosa	Western Sycamore	36" box	40-50'	30-45'	Med	Native Species

TREES



SUCCULENTS, SHRUBS, AND GRASSES



MATERIALS



TOTAL PROJECT LANDSCAPE AREA: 9,656 SF
PARK LANDSCAPE AREA: 5,323 SF

PROJECT TYPE: MULTI-FAMILY, RESIDENTIAL, PARK
WATER SUPPLY: POTABLE

I HAVE COMPLIED WITH THE CRITERIA OF THE
ORDINANCE AND APPLIED THEM FOR THE EFFICIENT
USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

SIGNATURE: _____

DATE: _____

IRRIGATION NOTES:

Pressure regulating devices are required if water pressure is below or exceeds the recommended pressure of the specified irrigation devices.

Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

Irrigation system is designed to prevent runoff, low head drainage, over spray, or other similar conditions where irrigation water flows onto non-targeted areas.

A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.

A Certificate of Completion shall be filled out and certified by either the designer of the landscape plans, the designer of the irrigation plans, or the licensed landscape contractor for the project.

An irrigation audit report shall be completed at the time of final inspection.

A landscape waste diversion plan shall be completed and submitted with the Certificate of Completion.

PLANTING NOTES

MATURE PLANT SPREAD INFORMATION PER SAN MARCOS GROWERS AND OTHER SOUTHERN CALIFORNIA NURSERIES.

MULCH DEPTH IN PLANTING AREAS IS 3", SUCH AS PREMIUM RECYCLE WOOD CHIPS FROM TERRA BELLA NURSERY.

COMPOST TO BE APPLIED AT A MINIMUM RATE OF 4 CU YD PER 1000 SF, OR AT A RATE TO BRING SOIL ORGANIC MATTER UP TO 6% BY DRY WEIGHT, AS INDICATED IN SOIL REPORT. COMPOST TO BE INCORPORATED AT LEAST 6" DEEP.



BENCH, TYPE 1



BENCH, TYPE 2



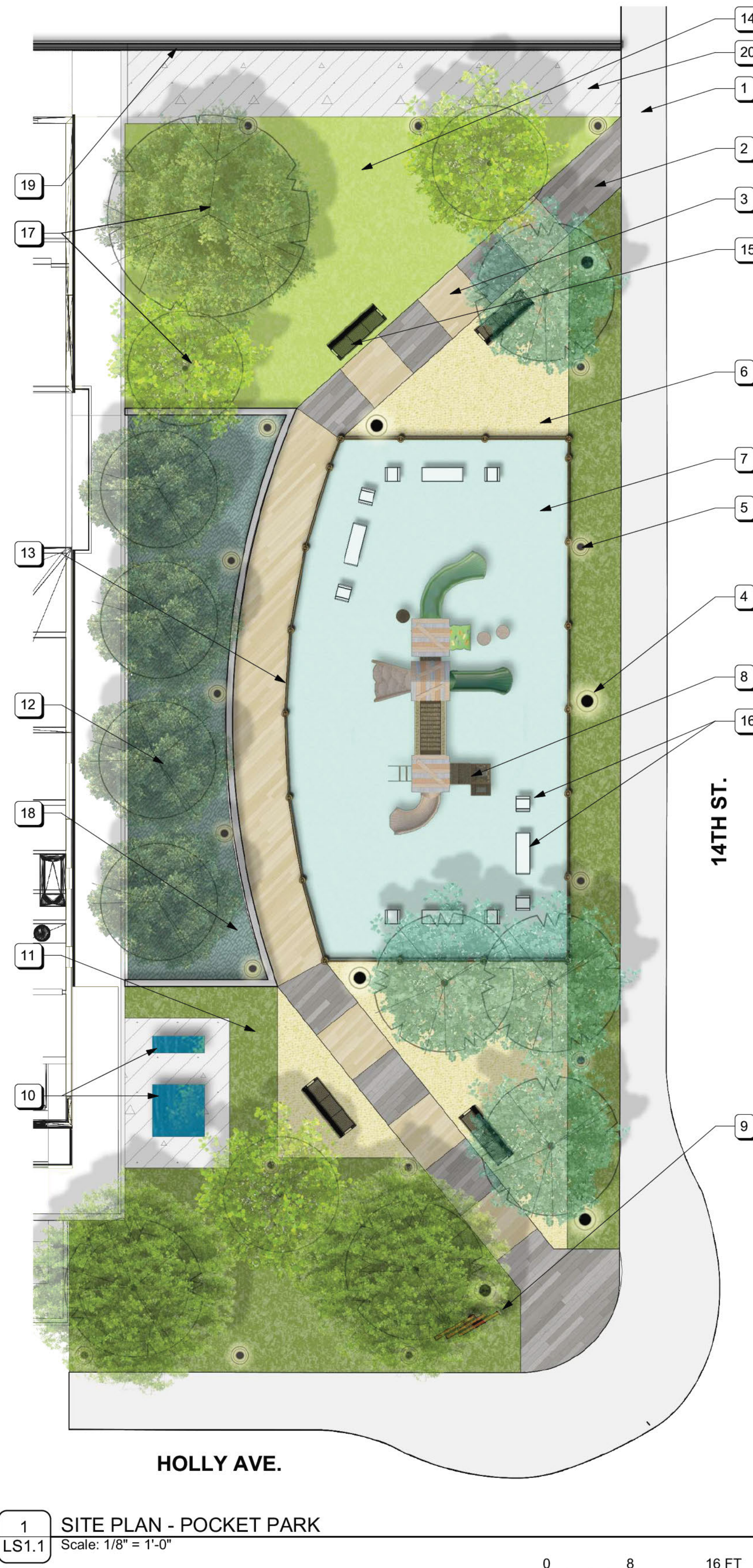
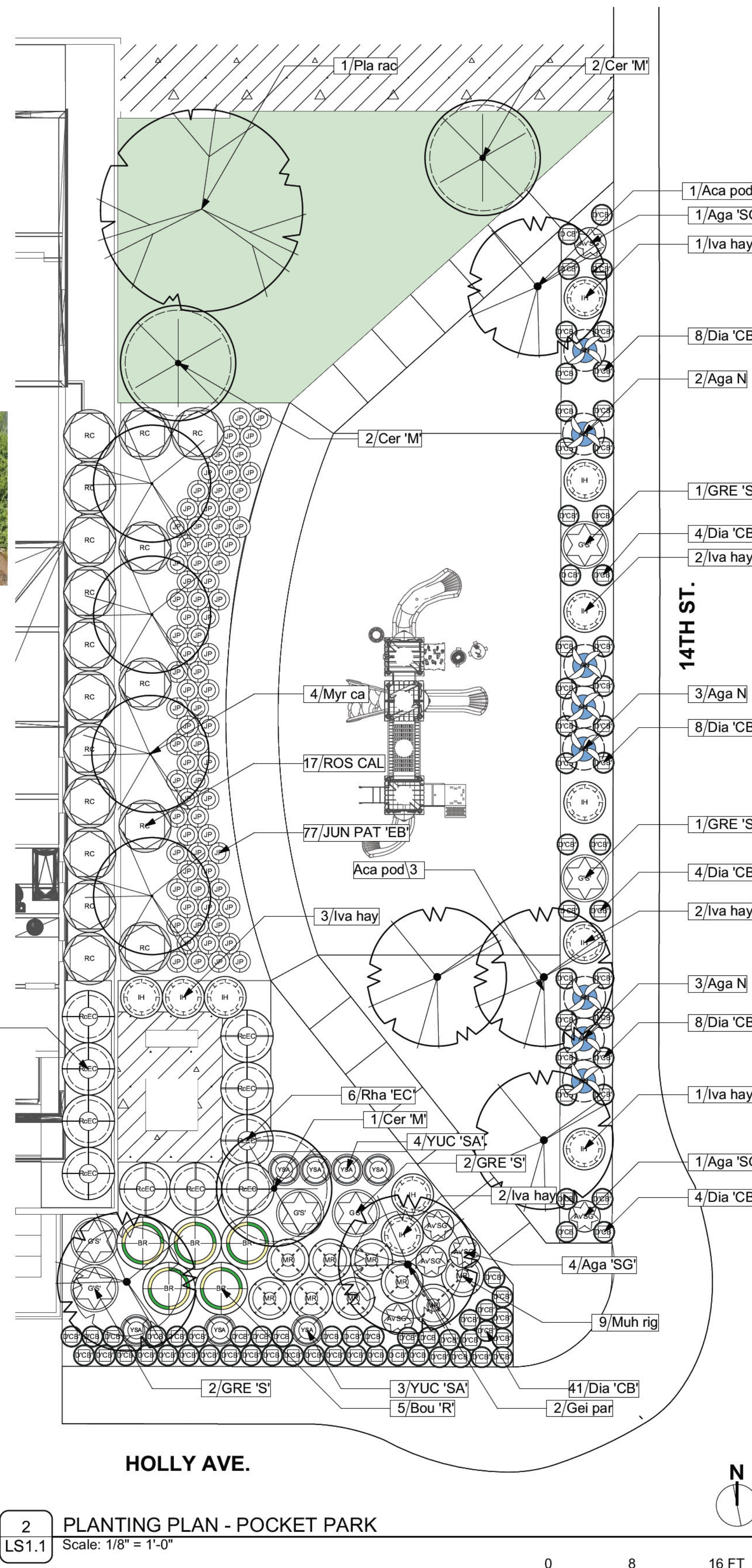
BIKE RACK



PLAY EQUIPMENT

PROPOSED PLAN NOTES

- EXISTING SIDEWALK TO REMAIN
- PERMEABLE CONCRETE PAVERS TYPE 1, SUCH AS WAUSAU TILE H-SERIES, COLOR: ECO PREMIER HEP-10 (SRI 32), SIZE: 6"x12"
- PERMEABLE CONCRETE PAVERS TYPE 2, SUCH AS WAUSAU TILE H-SERIES, COLOR: ECO PREMIER HEP-60 (SRI 28), SIZE: 6"x12"
- POLE LIGHT, TYPICAL, TYPE TBD
- PATH LIGHT, TYPICAL, TYPE TBD
- STABILIZED DECOMPOSED GRANITE PAVING, SUCH AS PALM SPRINGS GOLD FROM SOUTHWEST BOULDER, CHULA VISTA, (619)591-2366
- PLAYGROUND SURFACING, TYPE AND COLOR TBD
- PLAY EQUIPMENT, SUCH AS PLAYWORLD CUSTOM PLAYGROUND, (INTENDED USER AGE 2-12)
- PARK ENTRY SIGN
- ELECTRICAL TRANSFORMER
- PLANTING AREA, LOW WATER USE PALETTE, TYPICAL. SEE PLANTING PLAN FOR MORE INFORMATION
- SCREENING TREE/SHRUB, SEE PLANTING PLAN FOR PROPOSED SPECIES
- 42" HEIGHT FENCE WITH GATE WITH SELF-CLOSING HARDWARE, TYPE TBD
- TURF AREA
- BENCH, TYPE 1, METAL, BY MMCITE, MODEL: EMAU SOLO (EMS256), COLOR TBD
- BENCH, TYPE 2, CONCRETE, BY QCP, MODELS: Q2-WILSON-S AND Q2-WILSON-L, INTERIOR COLOR TBD
- PROPOSED TREE, SEE PLANTING PLAN
- STORMWATER TREATMENT BASIN, PER CIVIL
- CMU BLOCK WALL, PER CIVIL
- CONCRETE WALKWAY



s cala
SOUTHERN CALIFORNIA
ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502

HW
STUDIO
LANDSCAPE ARCHITECTURE
HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



5-12-24	P.C. SUBMITTAL
REV.	DATE DESCRIPTION

SEA CAPE
VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

SITE PLAN - PARK

2322-ANA	JOB NO.
6/7/2024	DATE

LS1.1

STRUCTURES



SHADE STRUCTURE
steel frame, perforated metal canopy



OUTDOOR KITCHEN COUNTER WITH GRILL



CANTILEVERED WOOD BENCHES
such as Wally Bench by Tournesol Siteworks



ALUMINUM RAISED PLANTERS WITH LIGHTING
such as Wilshire and Kitsap by Tournesol Siteworks

TOTAL PROJECT LANDSCAPE AREA: 9,656 SF
PARK LANDSCAPE AREA: 5,323 SF
PROJECT TYPE: MULTI-FAMILY, RESIDENTIAL, PARK
WATER SUPPLY: POTABLE

I HAVE COMPLIED WITH THE CRITERIA OF THE
ORDINANCE AND APPLIED THEM FOR THE EFFICIENT
USE OF WATER IN THE LANDSCAPE DESIGN PLAN.
SIGNATURE: [Redacted]
DATE: 6/11/2024

FURNISHINGS



PICNIC TABLES
such as MCite Blocq picnic table



STONE BENCHES
such as Santa Barbara sandstone



MOVEABLE FURNITURE
rocking chairs, dining tables, side tables, dining chairs



FIRE TABLE

PAVING



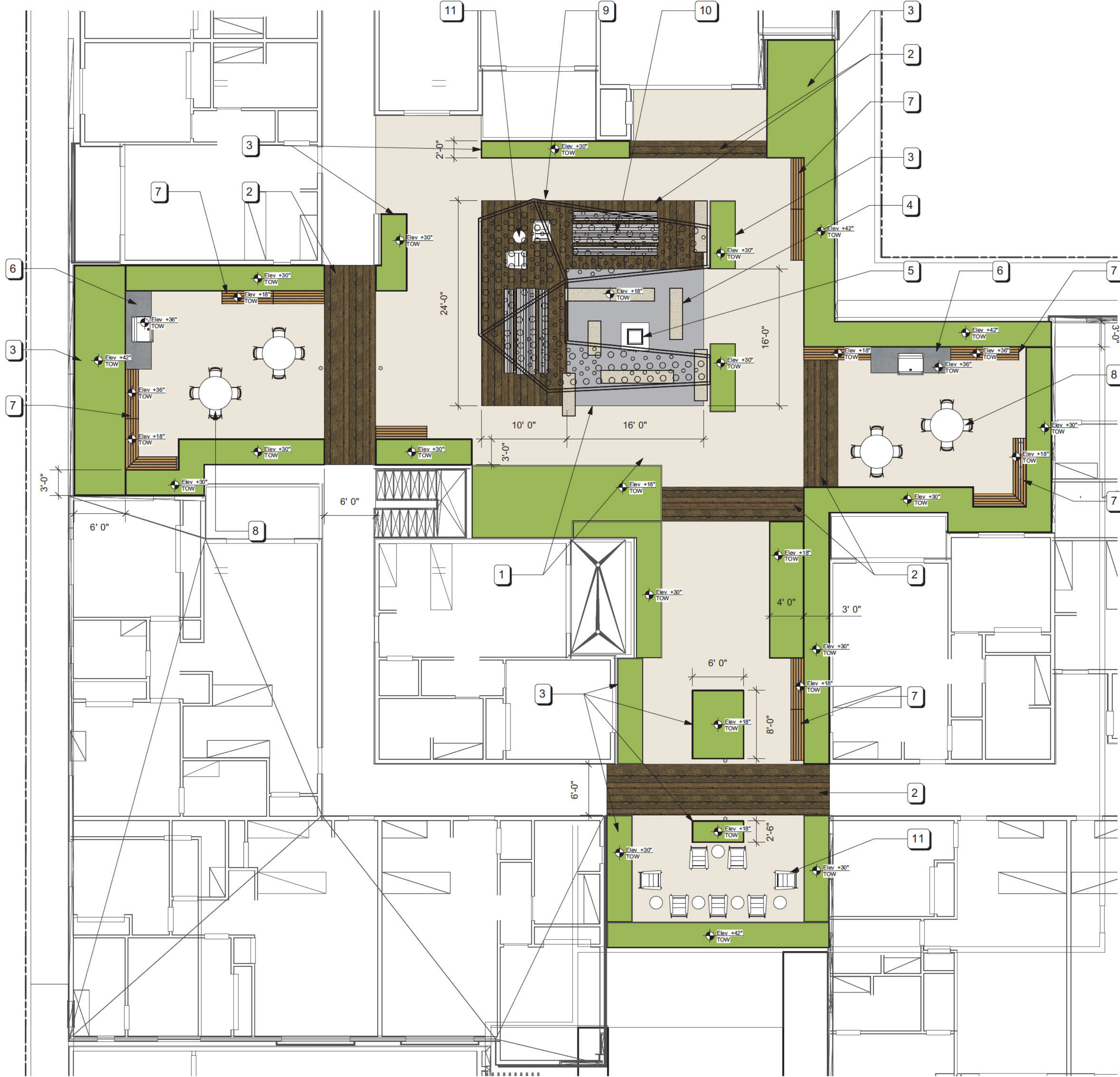
PORCELAIN TILE PAVERS ON PEDESTALS
such as Bison 2cm pavers in Seastone Gray and Trust Gold



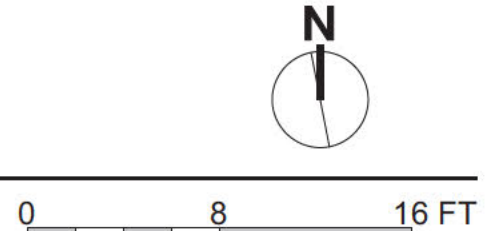
WOOD DECKING ON PEDESTALS
such as Bison bamboo tiles

PROPOSED PLAN NOTES

- 1 2CM CERAMIC TILE PAVING ON PEDESTALS
- 2 WOOD TRAY MODULAR TILE PAVING ON PEDESTALS
- 3 RAISED ALUMINUM PLANTER WITH LIGHTWEIGHT SOIL MEDIUM, ON PEDESTALS, WITH IRRIGATION AND DRAINAGE. INTEGRATED LIGHTING, POWDERCOAT COLOR AND FINISH TBD
- 4 SANDSTONE SLAB SEATING OR LIGHTWEIGHT CONCRETE, COLOR AND FINISH TBD
- 5 GAS FIRE PIT, TYPE AND PRODUCT TBD
- 6 COUNTERTOP WITH GAS GRILL, PRODUCT, MATERIALS, AND COLOR TBD
- 7 CANTILEVERED WOOD BENCH OR COUNTER, FASTENED TO RAISED PLANTER, BRACKET AND REINFORCEMENT PER MANUFACTURER.
- 8 CAFE TABLE AND CHAIRS, PRODUCT AND COLOR TBD
- 9 STEEL SHADE STRUCTURE WITH PERFORATED METAL PANEL CANOPY. COLOR AND FINISH TBD
- 10 PICNIC TABLE AND BENCH
- 11 ADIRONDACK ROCKING CHAIRS AND SIDE TABLE



1 SITE PLAN - LEVEL 2
Scale: 1/8" = 1'-0"



s cala
SOUTHERN CALIFORNIA
ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502



LANDSCAPE ARCHITECTURE

HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



REV.	DATE	DESCRIPTION
5-12-24		P.C. SUBMITTAL

SEA CAPE
VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

SITE PLAN - APARTMENT

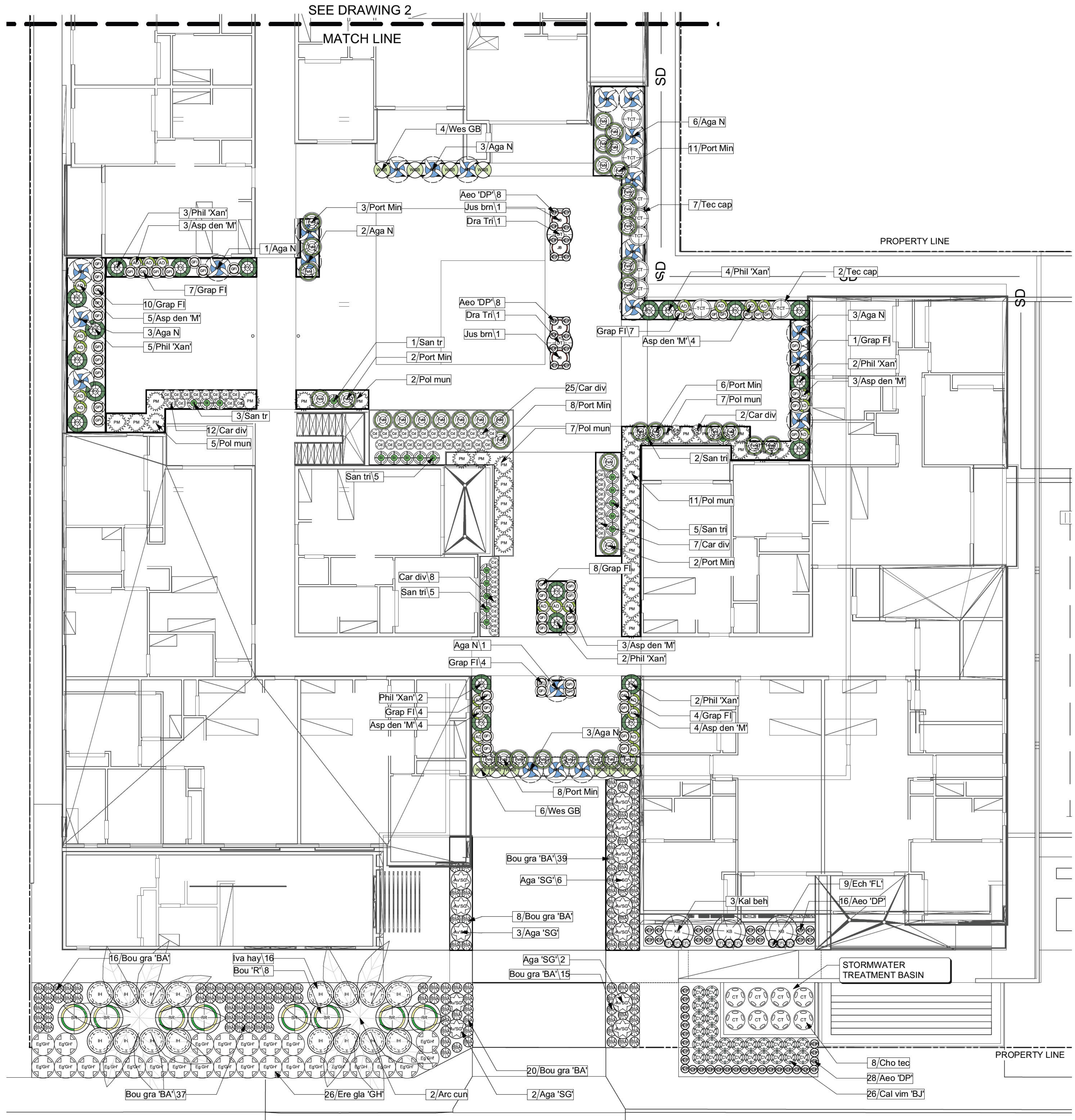
SHEET TITLE	JOB NO.	DATE
2322-ANA		6/11/2024

LS1.2

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

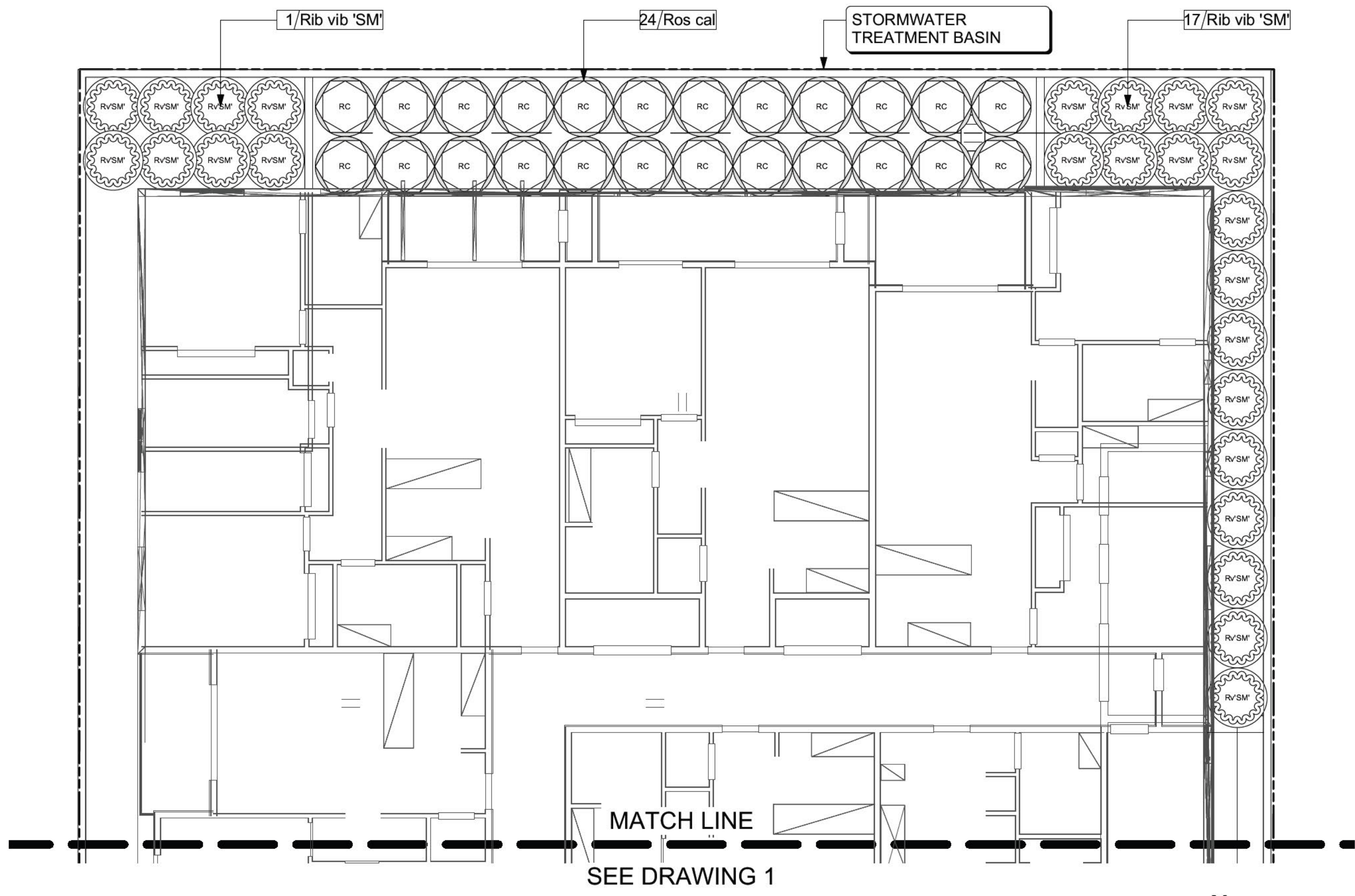
SIGNATURE: _____

DATE: _____



1 PLANTING PLAN - STREETSCAPE AND BUILDING LEVEL 2
Scale: 1/8" = 1'-0"

PLANT LIST									
	Qty	ID	Botanical Name	Common Name	Size	Mature Height	Mature Width	WUCOLS	Comments
Cacti-Succulents									
ADP	60	Aeo 'DP'	Aeonium tabuliforme	Dinner Plate Aeonium	2 gal	6"	18"	Low	
	22	Aga N	Agave attenuata 'Nova'	Blue Fox Tail Agave	5 Gal	3-4'	3-4'	Low	
	13	Aga 'SG'	Agave villmoria 'Stained Glass'	Octopus Agave	5 gal	3-4'	3-4'	Low	
EFL	9	Ech 'FL'	Echeveria 'First Lady'	NCN	1 gal	12"	12-18"	Low	
GF1	49	Grp Fl	Graptoveria 'Fred Ives'	Fred Ives' Graptoveria	1 gal	1-2'	1-2'	Low	
	3	Kal beh	Kalanchoe beharensis	Velvet Elephant Ear	5 gal	6-8'	5-7'	Low	
	40	Port Min	Portulacaria afra 'Minima'	Dwarf Elephant Food	2 gal	6"	4-5'	Low	
Shrubs and Grasses									
AD	26	Asp den 'M'	Asparagus densiflorus 'Myers'	Foxtail Asparagus Fern	1 Gal	1-2'	2-3'	Med	
	8	Bou 'R'	Bougainvillea 'Rosenka'	NCN	5 gal	2-4'	4-6'	Low	
BBA	135	Bou gra 'BA'	Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama	1 gal	1-3'	1-3'	Low	Native Species
CD	26	Cal vim 'BJ'	Callistemon viminalis LJ1 'Better John'	Better John Bottlebrush	5 Gal	2-3'	2-3'	Low	
CD	54	Car div	Carex divulsa	European Grey Sedge	4" pot	12-18"	1-2'	Med	
	8	Cho tec	Chondropetalum tectorum	Small Cape Rush	5 gal	2-3'	3-4'	Low	
	26	Ere gla 'GH'	Eremophila glabra 'Grey Horizon'	Gray Emu Bush	5 Gal	8-12"	4-6'	Low	
	16	Iva hay	Iva hayesiana	Poverty Weed	1 gal	2-4'	4-5'	Low	Native Species
	4	Jus brn	Justicia brandegeana	Shrimp Plant	3 gal	3-4'	3-4'	Med	
	20	Phil 'Xan'	Philodendron 'Xanadu'	Winterbourn Philodendron	5 Gal	2-3'	3-4'	Med	
	32	Pol mun	Polystichum munitum	Western Sword Fern	1 Gal	2-4'	2-4'	Low to Med	Native Species
	25	Rib vib 'SM'	Ribes viburnifolium 'Spooners Mesa'	San Diego Evergreen Currant	1 Gal	2-4'	4-8'	Low	Native Species
	24	Ros cal	Rosa californica	California Wild Rose	5 Gal	3-5'	5-10'	Low	Native Species
	9	Tec cap	Tecomaria capensis Hybrid 'DWYE001'	Yellow Cape Town Honeysuckle	1 Gal	4-5'	3'	Low	
	10	Wes GB	Westringia fruticosa Grey Box	Dwarf Coast Rosemary	3 gal	2-3'	2-3'	Low	
Trees									
	2	Arc cun	Archontophoenix cunninghamiana	Australian Palm	36" Box	40-50'	12-15'	Med	Multi-trunk
	2	Dra Tri	Dracaena marginata 'Tricolor'	Tricolor Dragon Tree	15 Gal	6-12'	3-6'	Low	Min (3) heads



2 PLANTING PLAN - NORTH GROUND LEVEL
Scale: 1/8" = 1'-0"

s cala

SOUTHERN CALIFORNIA ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502

HW
STUDIO

LANDSCAPE ARCHITECTURE

HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



5-12-24 P.C. SUBMITTAL
REV. DATE DESCRIPTION

SEA CAPE VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

PLANTING PLAN -
APARTMENT

SHEET TITLE
2322-ANA JOB NO.
6/11/2024 DATE

LS1.3

SHEET

APARTMENT LEVEL COURTYARD 2 PLANTS

TREES



Dracaena marginata
'Tricolor'

SHRUBS AND GRASSES



Asparagus densiflorus 'Myers'



Carex divulsa



Justicia brandegeana



Philodendron 'Xanadu'



Polystichum
munitum



Tecomaria
capensis Hybrid
'Yellow Cape Town'

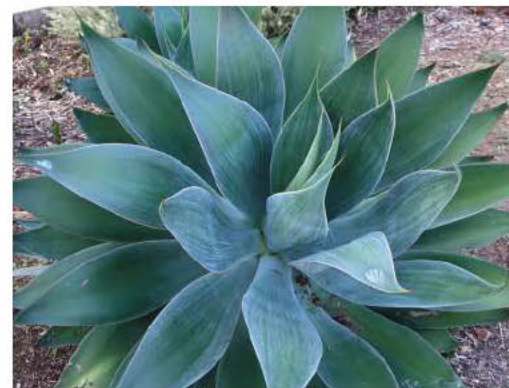


Westringia fruticosa
'Grey Box'

SUCCULENTS AND CACTI



Aeonium tabuliforme



Agave attenuata 'Nova'



Graptopveria 'Fred Ives'



Portulacaria afra 'Minima'

GROUND FLOOR PLANTS

TREES



Archontophoenix
cunninghamiana

SHRUBS AND GRASSES



Bougainvillea 'Rosenka'



Bouteloua gracilis 'Blonde
Ambition'



Callistemon
viminalis 'Better
John'



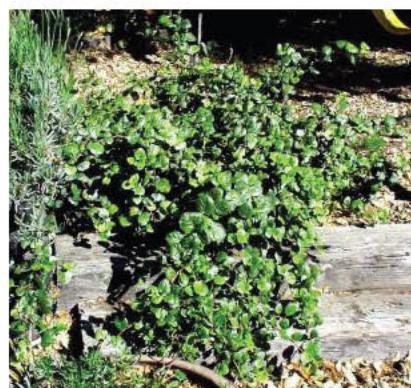
Chondropetalum tectorum



Eremophila glabra 'Grey
Horizon'



Iva hayesiana



Ribes viburnifolium
'Spooners' Mesa'



Rosa californica

SUCCULENTS AND CACTI



Aeonium tabuliforme



Agave villmoriana
'Stained Glass'



Echeveria 'First Lady'



Kalanchoe beharensis

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

SIGNATURE: _____

DATE: _____

PLANT LIST									
	Qty	ID	Botanical Name	Common Name	Size	Mature Height	Mature Width	WUCOLS	Comments
Cacti-Succulents									
ADP	60	Aeo 'DP'	Aeonium tabuliforme	Dinner Plate Aeonium	2 gal	6"	18"	Low	
	22	Aga N	Agave attenuata 'Nova'	Blue Fox Tail Agave	5 Gal	3-4'	3-4'	Low	
	13	Aga 'SG'	Agave villmoriana 'Stained Glass'	Octopus Agave	5 gal	3-4'	3-4'	Low	
EFL	9	Ech 'FL'	Echeveria 'First Lady'	NCN	1 gal	12"	12-18"	Low	
	49	Grap FI	Graptopveria 'Fred Ives'	Fred Ives' Graptopveria	1 gal	1-2'	1-2'	Low	
	3	Kal beh	Kalanchoe beharensis	Velvet Elephant Ear	5 gal	6-8'	5-7'	Low	
	40	Port Min	Portulacaria afra 'Minima'	Dwarf Elephant Food	2 gal	6"	4-5'	Low	
Shrubs and Grasses									
AD	26	Asp den 'M'	Asparagus densiflorus 'Myers'	Foxtail Asparagus Fern	1 Gal	1-2'	2-3'	Med	
	8	Bou 'R'	Bougainvillea 'Rosenka'	NCN	5 gal	2-4'	4-6'	Low	
BBA	135	Bou gra 'BA'	Bouteloua gracilis 'Blonde Ambition'	Blonde Ammbition Blue Grama	1 gal	1-3'	1-3'	Low	Native Species
	26	Cal vim 'BJ'	Callistemon viminalis LJ1 'Better John'	Better John Bottlebrush	5 Gal	2-3'	2-3'	Low	
	54	Car div	Carex divulsa	European Grey Sedge	4" pot	12-18"	1-2'	Med	
	8	Cho tec	Chondropetalum tectorum	Small Cape Rush	5 gal	2-3'	3-4'	Low	
	26	Ere gla 'GH'	Eremophila glabra 'Grey Horizon'	Gray Emu Bush	5 Gal	8-12"	4-6'	Low	
	16	Iva hay	Iva hayesiana	Poverty Weed	1 gal	2-4'	4-5'	Low	Native Species
	4	Jus brn	Justicia brandegeana	Shrimp Plant	3 gal	3-4'	3-4'	Med	
	20	Phil 'Xan'	Philodendron 'Xanadu'	Winterbourn Philodendron	5 Gal	2-3'	3-4'	Med	
	32	Pol mun	Polystichum munitum	Western Sword Fern	1 Gal	2-4'	2-4'	Low to Mex	Native Species
	25	Rib vib 'SM'	Ribes viburnifolium 'Spooners Mesa'	San Diego Evergreen Currant	1 Gal	2-4'	4-8'	Low	Native Species
	24	Ros cal	Rosa californica	California Wild Rose	5 Gal	3-5'	5-10'	Low	Native Species
	9	Tec cap	Tecomaria capensis Hybrid 'DWYE001'	Yellow Cape Town Honeysuckle	1 Gal	4-5'	3'	Low	
	10	Wes GB	Westringia fruticosa Grey Box	Dwarf Coast Rosemary	3 gal	2-3'	2-3'	Low	
Trees									
	2	Arc cun	Archontophoenix cunninghamiana	Australian Palm	36" Box	40-50'	12-15'	Med	Multi-trunk
	2	Dra Tri	Dracaena marginata 'Tricolor'	Tricolor Dragon Tree	15 Gal	6-12'	3-6'	Low	Min (3) heads

GENERAL NOTES

1. VISIT SITE PRIOR TO SUBMITTING BIDS.
2. VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS BEFORE PROCEEDING WITH THEWORK. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY SHOULD FIELD CONDITIONS VARY FROM THOSE SHOWN ON PLANS.
3. DO NOT SCALE DRAWINGS.
4. ALL WORK CONSTRUCTION AND MATERIALS SHALL COMPLY WITH ALL PROVISIONS OF THE LATEST BUILDING CODE AND WITH OTHER RULES, REGULATIONS AND ORDINANCES GOVERNING THE LOCATION OF THE WORK. BUILDING CODE REQUIREMENTS TAKE PRECEDENCE OVER THE DRAWINGS AND IT SHALL BE THE RESPONSIBILITY OF ANYONE SUPPLYING LABOR OR MATERIALS OR BOTH TO BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES OR CONFLICT BETWEEN THE REQUIREMENTS OF THE CODE AND THE DRAWINGS.
5. DISCREPANCIES IN THE DRAWINGS OR BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT. CORRECTED DRAWINGS OR INSTRUCTIONS SHALL BE ISSUED PRIOR TO THE CONTINUATION OF THIS WORK. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY CORRECTIONS DUE TO FAILURE TO REPORT KNOWN DISCREPANCIES.
6. GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL WORK SHOWN ON THESE DRAWINGS AND SPECIFICATIONS UNLESS SPECIFICALLY NOTED OTHERWISE.
7. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE UNLESS OTHERWISE SHOWN; THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE LANDSCAPE ARCHITECT SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES REQUIRED FOR SAME, WHICH ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR. ANY SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT, WHETHER OF MATERIAL OR WORK, AND WHETHER PERFORMED BEFORE, DURING OR AFTER COMPLETION OF CONSTRUCTION ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS, BUT THEY DO NOT GUARANTEE GENERAL CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
8. A PROTECTION FENCE SHALL BE CONSTRUCTED AND MAINTAINED DURING CONSTRUCTION CONFORMING TO THE REQUIREMENTS OF THE BUILDING CODE.
9. MAINTAIN SANITARY TOILET FACILITIES DURING CONSTRUCTION AS REQUIRED BY APPLICABLE REGULATIONS.
10. THE GENERAL CONTRACTOR WARRANTS TO THE OWNER AND THE LANDSCAPE ARCHITECT THAT ALL MATERIALS AND EQUIPMENT FURNISHED WILL BE NEW UNLESS OTHERWISE SPECIFIED AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS.
11. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK AND/OR EQUIPMENT SUPPLIED BY THE OWNER.
12. PROVIDE FACILITIES FOR THE PHYSICALLY HANDICAPPED IN ACCORDANCE WITH C.A.C. TITLE 24 AND AS REQUIRED BY THE LATEST VERSION OF THE CALIFORNIA BUILDING CODE.
13. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE GENERAL CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE EXECUTION OF THIS WORK.
14. PAVING, MASONRY AND CONCRETE SUBCONTRACTORS ARE TO COORDINATE WITH THE ELECTRICIAN, DRAINLINE SUBCONTRACTOR AND IRRIGATION SUBCONTRACTOR FOR SLEEVING, PIPING AND/OR CONDUIT INSTALLATION UNDER OR THROUGH HARDSCAPE ELEMENTS.
15. VERIFY ALL PROPERTY LINES OR OTHER LIMIT OF WORK LINES PRIOR TO COMMENCING WORK.
16. IN THE CASE OF DISCREPANCIES IN THE DRAWINGS, SPECIFICATIONS TAKE PRECEDENCE OVER DETAILS, AND DETAILS TAKE PRECEDENCE OVER PLANS.
17. SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE OWNER.
18. THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL TRADES ARE PROVIDED WITH CURRENT DRAWINGS AND SPECIFICATIONS APPROVED FOR CONSTRUCTION. DO NOT ALLOW DOCUMENTS NOT APPROVED FOR CONSTRUCTION TO BE USED IF SEEN ON SITE. KEEP ONE SET OF AGENCY-APPROVED STAMPED PLANS ON SITE IN CASE CITY INSPECTORS REQUIRE PROOF OF CITY-APPROVED PLANS.
19. REPAIR OR REPLACE ANY DAMAGE TO ADJACENT PROPERTIES, CURBS, WALKS, PLANTING, WALLS, ETC. AT NO ADDITIONAL COST TO THE OWNER.
20. LOCATIONS OF N.I.C. CONSTRUCTION ELEMENTS SUCH AS LIGHTS, SIGNS, VENTS, HYDRANTS, TRANSFORMERS, ETC. ARE APPROXIMATE. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY SHOULD THE LOCATION OF THESE ITEMS INTERFERE WITH THE PROPER EXECUTION OF WORK.
21. PROVIDE THE OWNER WITH ALL WARRANTIES, GUARANTEES, AND INSTRUCTION MANUALS FOR EQUIPMENT, APPLIANCES, FIXTURES, ETC. AS DESCRIBED IN THE SPECIFICATIONS.
22. NOTIFY THE CITY'S AUTHORIZED REPRESENTATIVE 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
23. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
24. CONTRACTOR SHALL OBTAIN THE PERTINENT ENGINEERING AND ARCHITECTURAL PLANS BEFORE BEGINNING WORK.
25. LANDSCAPE ARCHITECT SHALL HAVE FINAL SAY ON INTERPRETATION OF ALL INFORMATION CONTAINED IN THE LANDSCAPE CONSTRUCTION DOCUMENTS, SPECIFICATIONS AND ASSOCIATED REPORTS FOR THE PROJECT.

s cal a
SOUTHERN CALIFORNIA
ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502



LANDSCAPE ARCHITECTURE

HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



5-12-24	P.C. SUBMITTAL
REV.	DATE DESCRIPTION

SEA CAPE
VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

PLANT IMAGES -
APARTMENT

SHEET TITLE

2322-ANA

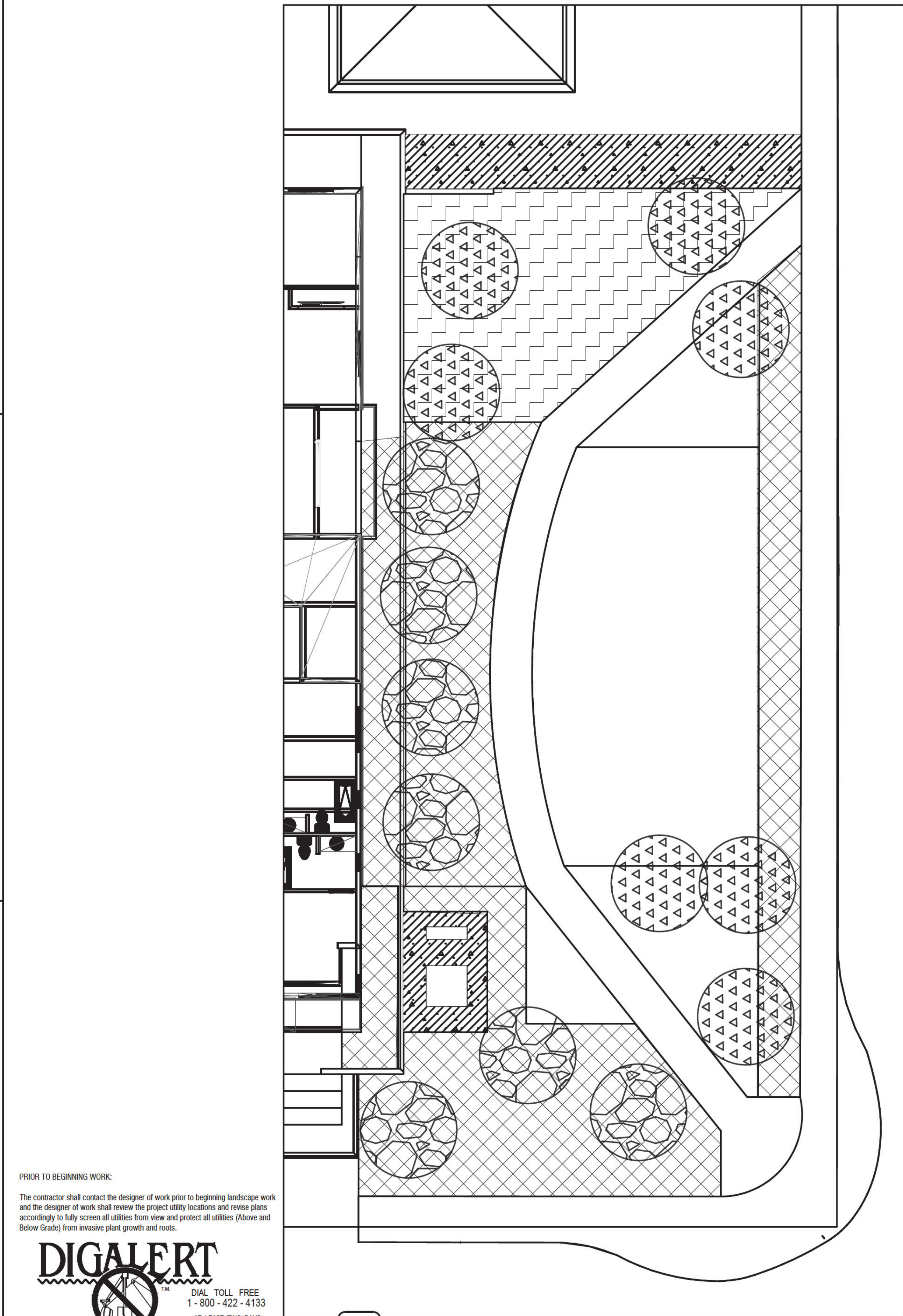
JOB NO.

6/11/2024

DATE

LS1.4

SHEET



1368 HOLLY AVE. - PARK

MAXIMUM APPLIED WATER APPLICATION (MAWA) Calculation:						
46	[(.62 x	5,323) + (1-.55 x	882)] =	79,635 GPY
Eto	Const	Total Landscape Area	ETAF	Total SLA	OR	
					0.2444 AC.FT/YR	
					OR	
					10,646 CU.FT/YR	

1368 HOLLY AVE. - PARK

CITY OF IMPERIAL BEACH ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET							
	Line	Hydro-zone Number					SLA
		1	2	3	4	5	
Evapotranspiration Rate (Eto) See "A" below	1	46	46	46	46	46	
Conversion Factor - 0.62	2	0.62	0.62	0.62	0.62	0.62	
(Line 1 x Line 2)	3	28.52	28.52	28.52	28.52	28.52	
Plant Factor (PF) See "B" below	4	0.3	0.5	0.3	0.3	0.6	
Hydrozone Area(Sq. Ft.)	5	2,439	882	560	560	0	882
(Line 4 x Line 5)	6	732	432	168	168	0	
Irrigation Efficiency (IE) See "C" below	7	81%	75%	81%	75%	81%	
(Line 6 / Line 7)	8	903	576	207	224	0	
TOTAL of all Line 8 boxes + SLA	9	2,793					
Estimated Total Water Use ETWU (Gallon Per Year) Total shall not exceed MAWA below	10	79,656	GPY	100.0%	OF MAWA		

PLANT FACTOR	HZ #	PLANT TYPE	IRRIGATION METHOD	ENV. EXP.
LOW CONSUMPTIVE	1	SHRUB/G.C.	SUBSURFACE DRIP	SUN
HIGH CONSUMPTIVE	2	TURF	ROTATOR	SUN
LOW CONSUMPTIVE	3	TREES	SUBSURFACE DRIP	SUN
MED. CONSUMPTIVE	4	TREES	BUBBLER	SUN

Where:	Eto = Reference Evapotranspiration (San Diego II -Cimis Sta. # 184)
	ETAF = ET Adjustment Factor (45% for MAWA calculation)
	S.ETAF = ET Adjustment Factor add for Special Landscape Area (55% for MAWA calculation)
	LA = Landscape Area
	S.LA = Special Landscape Area* Recycled Water
	Defined as areas:
	Dedicated to edible plants, active recreation, recycled water.
	Const = Constant to convert to gallons per year (GPY)
	GPY = Gallons Per Year
	AC.FT/YR = Acre Feet a Year

IRRIGATION CONSTRUCTION NOTES:

- POINT OF CONNECTION - CONTRACTOR TO MAKE CONNECTION DOWNSTREAM OF A DEDICATED 3/4" POTABLE WATER METER. CONTRACTOR TO INSTALL A WYE STRAINER, BACKFLOW, PRESSURE REGULATOR (IF NEEDED), FLOW SENSOR, MASTER CONTROL VALVE, ISOLATION VALVE AND EXTEND SYSTEM AS SHOWN.
- IRRIGATION CONTROLLER IS A WEB BASE UNIT AS SPECIFIED. POWER SOURCE TO BE PROVIDED BY OTHERS, INSTALL A WIRED RAIN SENSOR ON THE SIDE OF THE BUILDING OR WALL, SENSOR TO HAVE A CLEAR VIEW TO THE SKY.
- REMOTE CONTROL VALVES TO BE INSTALLED IN A MANIFOLD AND TO BE HIDDEN FROM CASUAL SIGHT WHEN POSSIBLE. STAKE LOCATION OF ALL VALVES FOR APPROVAL BY LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE. (TYPICAL ALL LOCATIONS)
- LOCATIONS SHOWN DIAGRAMMATICALLY. ALL EQUIPMENT TO BE INSTALLED WITHIN PLANTING AREAS OR LOCATED AS DIRECTED BY THE LANDSCAPE ARCHITECT. ROUTE IRRIGATION MAINLINE AND CONTROL WIRE APPROXIMATELY AS SHOWN 12" TO 18" FROM BACK OF CURB OR WALK.
- DRIVEWAY AND SIDEWALK CROSSING- MAINLINE, LATERAL LINE AND CONTROL WIRE SLEEVES UNDER ALL PAVING. SLEEVES TWO TIMES DIA. OF PIPE, 2" MIN. (TYP.)PULL BOX- CONTROL WIRE SLEEVES UNDER ALL PAVING TO INCLUDE PULL BOX AT ENDS OF SLEEVES. (TYP.)
- DESIGN PROVIDES ZONE SEPARATION REQUIRED BY DIFFERENCES IN APPLICATION RATE, ENVIRONMENTAL EXPOSURE, TOPOGRAPHY AND PLANT WATER CONSUMPTION.
- DRIP IRRIGATION FOR SHRUB AND GROUND COVER PLANTINGS - DRIP TUBING WITH PRE-INSERTED, 1.1 G GPH PRESSURE COMPENSATING EMITTERS AT 18" O.C. TUBING TO BE UNIFORMLY SPACED 16" TO 18" O.C. IN GRID PATTERN AS SHOWN. SECURE WITH STAPLES 5' O.C. AND PROVIDE 4" TOP SOIL COVER. (AVG. APPLICATION RATE = .72 in/hr TO .69 in/hr)
- DRIP IRRIGATION FOR SHRUB AND GROUND COVER PLANTINGS WITHIN NARROW PLANTERS - DRIP TUBING WITH PRE-INSERTED, 0.53 GPH PRESSURE COMPENSATING EMITTERS AT 12" O.C. TUBING TO BE UNIFORMLY SPACED 10" TO 12" O.C. IN GRID PATTERN AS SHOWN. SECURE WITH STAPLES 5' O.C. AND PROVIDE 4" TOP SOIL COVER. (AVG. APPLICATION RATE = .86 in/hr TO .72 in/hr)
- DRIP IRRIGATION FOR ADDITIONAL WATER ON TREES. DRIP TUBING WITH PRE-INSERTED, 1.1 G GPH PRESSURE COMPENSATING EMITTERS AT 12" O.C. TUBING TO BE UNIFORMLY SPACED IN A RING PATTERN AS DETAILED. SECURE WITH STAPLES 5' O.C. AND PROVIDE 4" TOP SOIL COVER. (AVG. APPLICATION RATE = .92 in/hr TO .79 in/hr)
- HUNTER RZWS BUBBLER IN DEEP WATERING DEVICE WITH PRESSURE COMPENSATING BUBBLER, FOR TREES WITHIN D.G. AREAS AND TURF. SEE LEGEND AND DETAILS FOR STYLE, TYPE AND PLACEMENT.
- DRIP SYSTEM FLUSHING- STATION FLOW 10 GPM OR GREATER; MANUAL FLUSH VALVE AS DETAILED AND INSTALLED AT FLUSH MANIFOLDS. STATION FLOW 9 GPM OR LESS; DRIP OPERATION INDICATOR WITH GPH GDFN NOZZLE AT LATERAL ENDS OR TERMINAL MANIFOLDS.
- DRIP OPERATION INDICATOR INSTALLED ON INLET MANIFOLD, NEAR CONTROL VALVE AND/OR AT LATERAL ENDS OR ON FLUSH MANIFOLDS OF ALL DRIP SYSTEMS (TYP. 2 UNITS PER SYSTEM MINIMUM.) ON SMALL SYSTEMS OR SUB-SYSTEMS THE DRIP OPERATION INDICATOR CAN ALSO ACT AS A FLUSH DEVICE.
- DRIP AIR/VACUUM RELIEF VALVE. LOCATION SHOWN DIAGRAMMATICALLY. VALVE TO BE INSTALLED ON MANIFOLD AT HIGHEST LOCAL ELEVATION (TYP. THROUGHOUT).

NOTE:
ALL BASE INFORMATION FOR THESE PLANS HAS BEEN OBTAINED FROM THE LANDSCAPE ARCHITECT AND REFLECTS ARCHITECTURAL, CIVIL AND/OR MECHANICAL DESIGN AND/OR PLANS. THE LANDSCAPE ARCHITECT OR IRRIGATION CONSULTANT DEPENDS ON ACCURACY OF THIS OBTAINED INFORMATION. CONTRACTOR MUST FIELD VERIFY ACTUAL LOCATIONS.

DECLARATION OF RESPONSIBLE CHARGE:

I am familiar with the requirements for landscape and irrigation plans contained in the City of San Diego Water Efficient Landscape Regulations. I understand that construction drawings are to be prepared in compliance with those regulations and the Landscape Manual. I certify that the plans have been prepared implementing those regulations to provide efficient use of water.

I hereby declare that I am the licensed designer of work for this project and that I have exercised responsibilities charges over the design of this project as defined in Section 6703 of the Business and Professions Code and the design is consistent with current standards.

I understand that the check of project drawings and specifications by the City of San Diego is confined to a review only and does not relieve me, as the licensed designer of work, of my responsibilities for project design.

HATCHWORKS STUDIO
3745 Trudy Lane
San Diego, CA 92106
(704) 968-0029

By : Andrew Hatch, RLA # 6903, Exp. 4/30/2025 Date: 06/11/2024

s|cala|a

SOUTHERN CALIFORNIA ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502



LANDSCAPE ARCHITECTURE

HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



5-12-24	P.C. SUBMITTAL
REV.	DATE DESCRIPTION

SEA CAPE VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

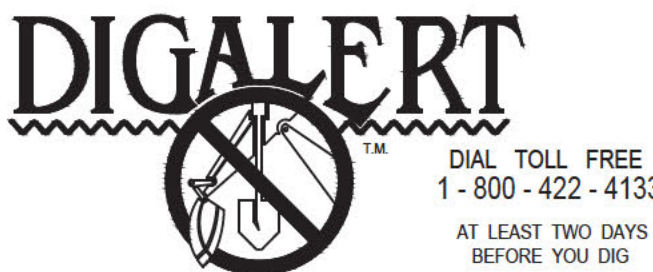
IRRIGATION PLAN - PARK

SHEET TITLE	
2322-ANA	JOB NO.
6/7/2024	DATE

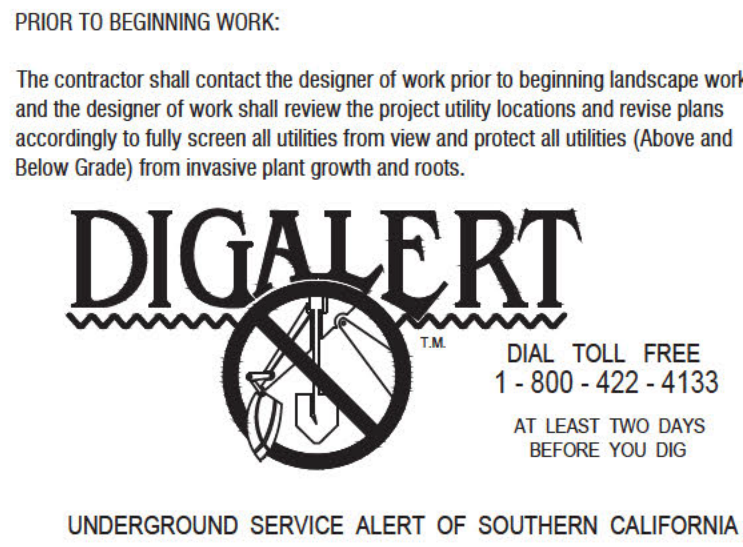
LS2.1

SHEET

PRIOR TO BEGINNING WORK:
The contractor shall contact the designer of work prior to beginning landscape work and the designer of work shall review the project utility locations and revise plans accordingly to fully screen all utilities from view and protect all utilities (Above and Below Grade) from invasive plant growth and roots.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



DECLARATION OF RESPONSIBLE CHARGE:

I am familiar with the requirements for landscape and irrigation plans contained in the City of San Diego Water Efficient Landscape Regulations. I understand that construction drawings are to be prepared in compliance with those regulations and the Landscape Manual. I certify that the plans have been prepared implementing those regulations to provide efficient use of water.

I hereby declare that I am the licensed designer of work for this project and that I have exercised responsibilities charges over the design of this project as defined in Section 6703 of the Business and Professions Code and the design is consistent with current standards.

I understand that the check of project drawings and specifications by the City of San Diego is confined to a review only and does not relieve me, as the licensed designer of work, of my responsibilities for project design.

HATCHWORKS STUDIO
3745 Trudy Lane
San Diego, CA 92106
(704) 988-0029

By: [Redacted]
ANDREW HATCH, RLA # [Redacted] 6903, Exp. 4/30/2025

IRRIGATION CONSTRUCTION NOTES:

- POINT OF CONNECTION - CONTRACTOR TO MAKE CONNECTION DOWNSTREAM OF A DEDICATED 3/4" POTABLE WATER METER. CONTRACTOR TO INSTALL A WYE STRAINER, BACKFLOW, PRESSURE REGULATOR (IF NEEDED), FLOW SENSOR, MASTER CONTROL VALVE, ISOLATION VALVE AND EXTEND SYSTEM AS SHOWN.
 - IRRIGATION CONTROLLER IS A WEB BASE UNIT AS SPECIFIED. POWER SOURCE TO BE PROVIDED BY OTHERS, INSTALL A WIRED RAIN SENSOR ON THE SIDE OF THE BUILDING OR WALL, SENSOR TO HAVE A CLEAR VIEW TO THE SKY.
 - REMOTE CONTROL VALVES TO BE INSTALLED IN A MANIFOLD AND TO BE HIDDEN FROM CASUAL SIGHT WHEN POSSIBLE; STAKE LOCATION OF ALL VALVES FOR APPROVAL BY LANDSCAPE ARCHITECT AND OR OWNER'S REPRESENTATIVE. (TYPICAL ALL LOCATIONS)
 - LOCATIONS SHOWN DIAGRAMMATICALLY. ALL EQUIPMENT TO BE INSTALLED WITHIN PLANTING AREAS OR LOCATED AS DIRECTED BY THE LANDSCAPE ARCHITECT. ROUTE IRRIGATION MAINLINE AND CONTROL WIRE APPROXIMATELY AS SHOWN 12" TO 18" FROM BACK OF CURB OR WALK.
 - DRIVEWAY AND SIDEWALK CROSSING- MAINLINE, LATERAL LINE AND CONTROL WIRE SLEEVES UNDER ALL PAVING. SLEEVES TWO TIMES DIA. OF PIPE, 2" MIN. (TYP.) PULL BOX- CONTROL WIRE SLEEVES UNDER ALL PAVING TO INCLUDE PULL BOX AT ENDS OF SLEEVES. (TYP.)
 - DESIGN PROVIDES ZONE SEPARATION REQUIRED BY DIFFERENCES IN APPLICATION RATE, ENVIRONMENTAL EXPOSURE, TOPOGRAPHY AND PLANT WATER CONSUMPTION.
 - DRIP IRRIGATION FOR SHRUB AND GROUND COVER PLANTINGS - DRIP TUBING WITH PRE-INSERTED, 1.16 GPH PRESSURE COMPENSATING EMITTERS AT 18" O.C. TUBING TO BE UNIFORMLY SPACED 16" TO 18" O.C. IN GRID PATTERN AS SHOWN. SECURE WITH STAPLES 5' O.C. AND PROVIDE 4" TOP SOIL COVER. (AVG. APPLICATION RATE = .72 in/hr TO .69 in/hr)
 - DRIP IRRIGATION FOR SHRUB AND GROUND COVER PLANTINGS WITHIN NARROW PLANTERS - DRIP TUBING WITH PRE-INSERTED, 0.53 GPH PRESSURE COMPENSATING EMITTERS AT 12" O.C. TUBING TO BE UNIFORMLY SPACED 10" TO 12" O.C. IN GRID PATTERN AS SHOWN. SECURE WITH STAPLES 5' O.C. AND PROVIDE 4" TOP SOIL COVER. (AVG. APPLICATION RATE = .86 in/hr TO .72 in/hr)
 - DRIP IRRIGATION FOR ADDITIONAL WATER ON TREES. DRIP TUBING WITH PRE-INSERTED, 1.16 GPH PRESSURE COMPENSATING EMITTERS AT 12" O.C. TUBING TO BE UNIFORMLY SPACED IN A RING PATTERN AS DETAILED. SECURE WITH STAPLES 5' O.C. AND PROVIDE 4" TOP SOIL COVER. (AVG. APPLICATION RATE = .92 in/hr TO .79 in/hr)
 - DRIP AIR/VACUUM RELIEF VALVE. LOCATION SHOWN DIAGRAMMATICALLY. VALVE TO BE INSTALLED ON MANIFOLD AT HIGHEST LOCAL ELEVATION (TYP. THROUGHOUT).
 - DRIP SYSTEM FLUSHING- STATION FLOW 10 GPM OR GREATER; MANUAL FLUSH VALVE AS DETAILED AND INSTALLED AT FLUSH MANIFOLDS. STATION FLOW 9 GPM OR LESS; DRIP OPERATION INDICATOR WITH GPH GDFN NOZZLE AT LATERAL ENDS OR TERMINAL MANIFOLDS.
 - DRIP OPERATION INDICATOR INSTALLED ON INLET MANIFOLD, NEAR CONTROL VALVE AND/OR AT LATERAL ENDS OR ON FLUSH MANIFOLDS OF ALL DRIP SYSTEMS (TYP. 2 UNITS PER SYSTEM MINIMUM.) ON SMALL SYSTEMS OR SUB-SYSTEMS THE DRIP OPERATION INDICATOR CAN ALSO ACT AS A FLUSH DEVICE.
- NOTE:
ALL BASE INFORMATION FOR THESE PLANS HAS BEEN OBTAINED FROM THE LANDSCAPE ARCHITECT AND REFLECTS ARCHITECTURAL, CIVIL AND/OR MECHANICAL DESIGN AND/OR PLANS. THE LANDSCAPE ARCHITECT OR IRRIGATION CONSULTANT DEPENDS ON ACCURACY OF THIS OBTAINED INFORMATION. CONTRACTOR MUST FIELD VERIFY ACTUAL LOCATIONS.

1368 HOLLY AVE. - BUILDING

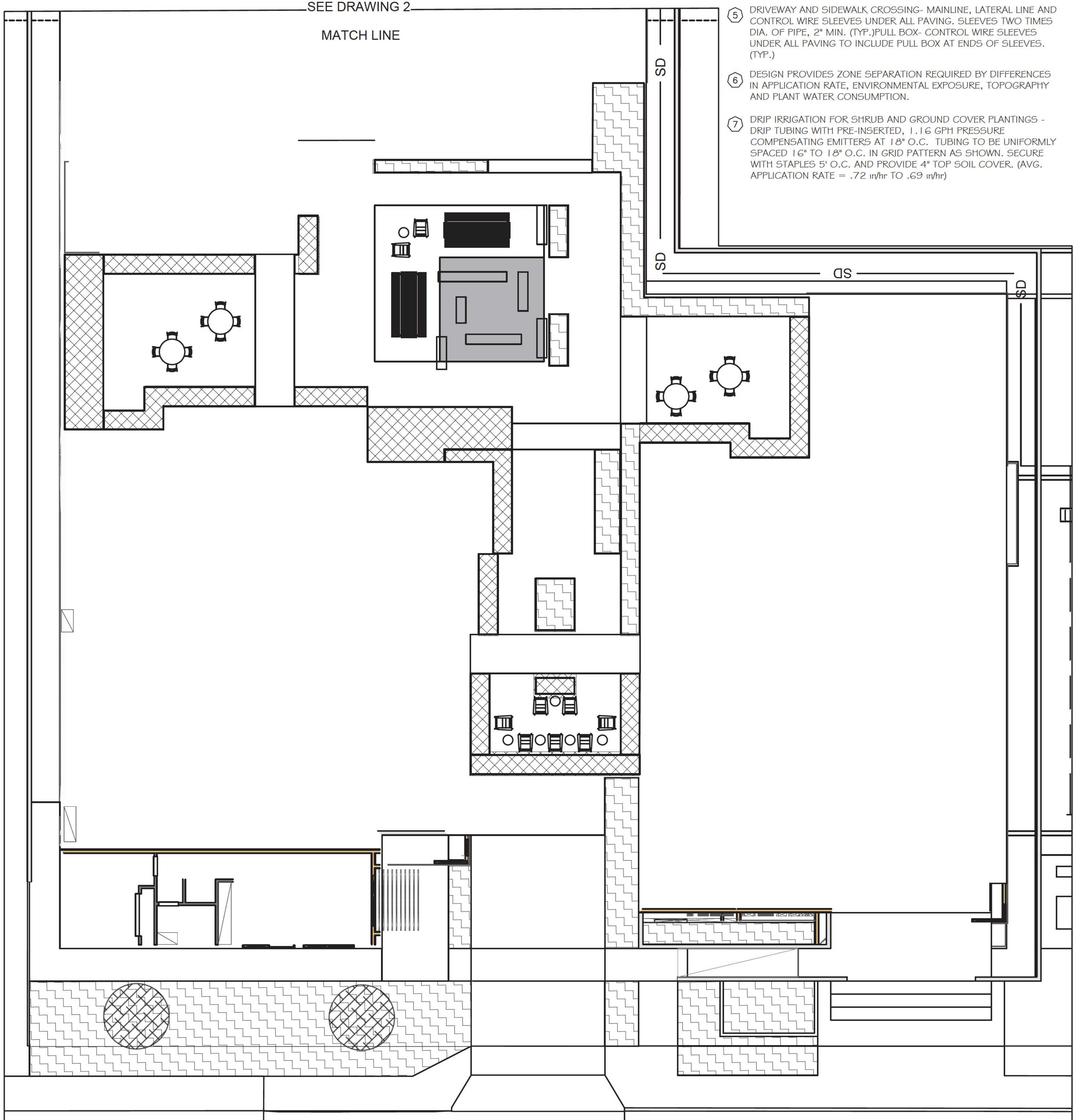
MAXIMUM APPLIED WATER APPLICATION (MAWA) Calculation:					
46	[(.62 x	4,333) + (1-.45 x	0) = 67,967 GPY
Eto	Const.	Total Landscape Area	ETAF	Total SLA	OR
					0.2086 AC.FT/YR
					OR
					9,087 CU.FT/YR

1368 HOLLY AVE. - BUILDING

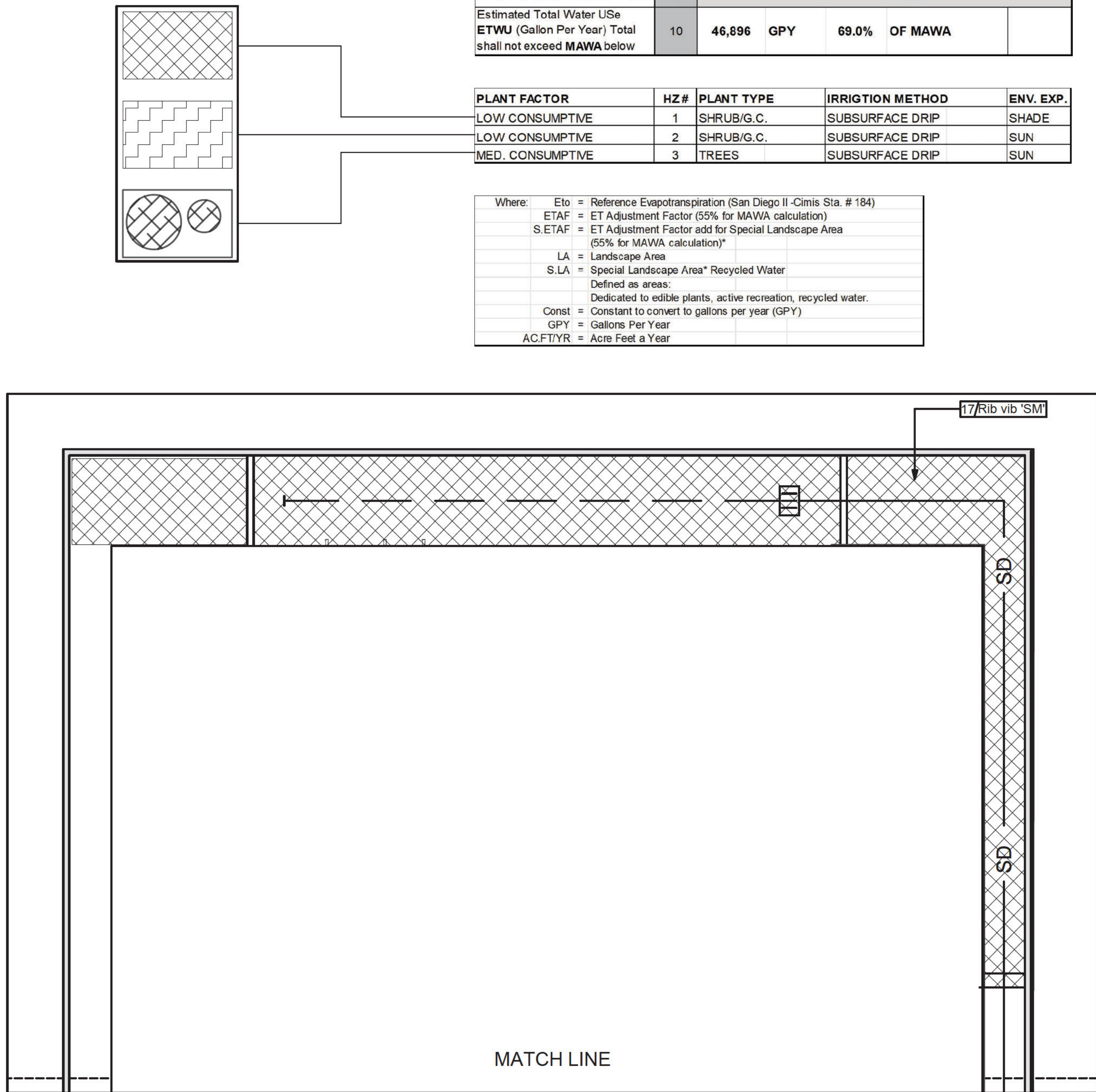
CITY OF IMPERIAL BEACH ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET						
	Line	Hydro-zone Number				
		1	2	3	4	5
Evapotranspiration Rate (Eto) See "A" below	1	46	46	46	46	46
Conversion Factor - 0.62	2	0.62	0.62	0.62	0.62	0.62
(Line 1 x Line 2)	3	28.52	28.52	28.52	28.52	28.52
Plant Factor (PF) See "B" below	4	0.30	0.30	0.50	0.60	0.60
Hydrozone Area (Sq. Ft.)	5	2,039	2,134	160	0	0
(Line 4 x Line 5)	6	612	840	80	0	0
Irrigation Efficiency (IE) See "C" below	7	81%	81%	81%	81%	81%
(Line 6 / Line 7)	8	755	790	99	0	0
TOTAL of all Line 8 boxes + SLA	9	1,644				
Estimated Total Water Use ETWU (Gallon Per Year) Total shall not exceed MAWA below	10	46,896	GPY	69.0%	OF MAWA	

PLANT FACTOR	HZ #	PLANT TYPE	IRRIGATION METHOD	ENV. EXP.
LOW CONSUMPTIVE	1	SHRUB/G.C.	SUBSURFACE DRIP	SHADE
LOW CONSUMPTIVE	2	SHRUB/G.C.	SUBSURFACE DRIP	SUN
MED. CONSUMPTIVE	3	TREES	SUBSURFACE DRIP	SUN

Where:	Eto	= Reference Evapotranspiration (San Diego II-Cimis Sta. # 184)
	ETAF	= ET Adjustment Factor (55% for MAWA calculation)
	S.ETAF	= ET Adjustment Factor add for Special Landscape Area (55% for MAWA calculation)*
	LA	= Landscape Area
	S.LA	= Special Landscape Area* Recycled Water
		Defined as areas:
		Dedicated to edible plants, active recreation, recycled water.
	Const	= Constant to convert to gallons per year (GPY)
	GPY	= Gallons Per Year
	AC.FT/YR	= Acre Feet a Year



1 LS2.2 IRRIGATION PLAN - STREETSCAPE AND BUILDING LEVEL 2
Scale: 1/8" = 1'-0"



2 LS2.2 IRRIGATION PLAN - NORTH GROUND LEVEL
Scale: 1/8" = 1'-0"

s|cala

SOUTHERN CALIFORNIA
ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502



LANDSCAPE ARCHITECTURE

HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



5-12-24 P.C. SUBMITTAL
REV. DATE DESCRIPTION

**SEA CAPE
VILLAGE**

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

IRRIGATION PLAN -
APARTMENT

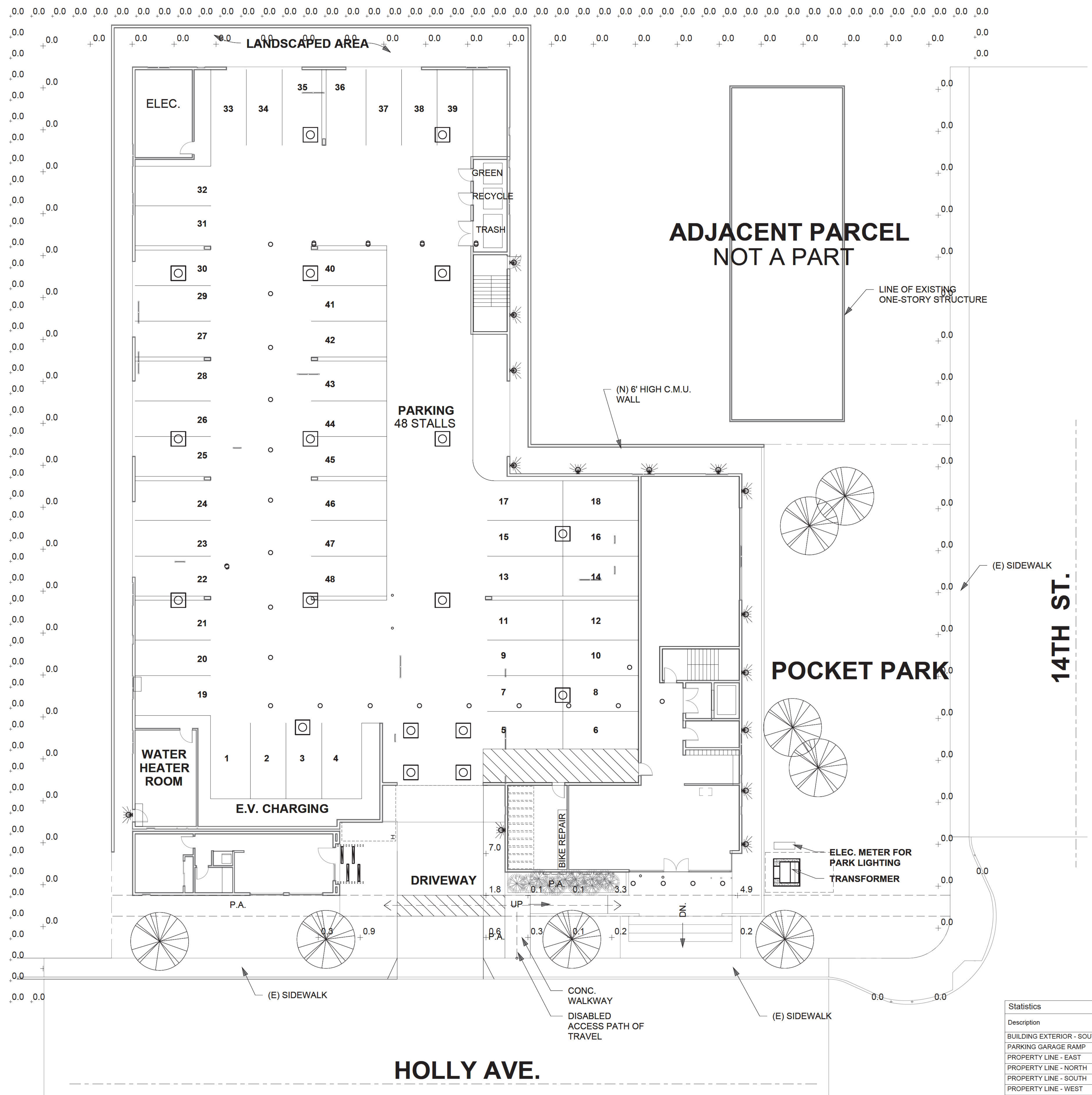
SHEET TITLE

2322-ANA JOB NO.

6/7/2024 DATE

LS2.2

SHEET



Statistics				
Description	Symbol	Avg	Max	Min
BUILDING EXTERIOR - SOUTH	+	3.0 fc	9.9 fc	0.1 fc
PARKING GARAGE RAMP	+	5.8 fc	15.1 fc	0.6 fc
PROPERTY LINE - EAST	+	0.0 fc	0.0 fc	0.0 fc
PROPERTY LINE - NORTH	+	0.0 fc	0.0 fc	0.0 fc
PROPERTY LINE - SOUTH	+	0.1 fc	0.3 fc	0.0 fc
PROPERTY LINE - WEST	+	0.0 fc	0.0 fc	0.0 fc
5FT OUT OF PROPERTY LINE	+	0.0 fc	0.1 fc	0.0 fc






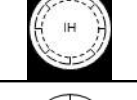
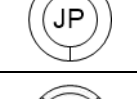
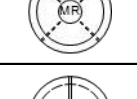
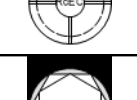

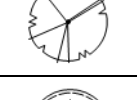
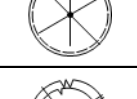
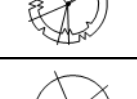
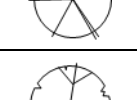

1 PHOTOMETRIC CALCULATIONS FOR PROPERTY LINE
1" = 10'-0"

5-12-24	P.C. SUBMITTAL
REV.	DATE DESCRIPTION

SEA CAPE VILLAGE
1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

PHOTOMETRIC CALCULATIONS FOR PROPERTY LINE
SHEET TITLE
230012.00 JOB NO.
04/30/24 DATE

ES2.1

PLANT LIST									
	Qty	ID	Botanical Name	Common Name	Scheduled Size	Mature Height	Mature Width	WUCOLS	Comments
Cacti-Succulents									
	8	Aga N	Agave attenuata 'Nova'	Blue Fox Tail Agave	5 Gal	3-4'	3-4'	Low	Comment 1
	6	Aga 'SG'	Agave villmoriana 'Stained Glass'	Octopus Agave	5 gal	3-4'	3-4'	Low	
	7	YUC 'SA'	Yucca 'Silver Anniversary'	Silver Anniversary Yucca	5 Gal	2-3'	3-4'	Low	
Shrubs and Grasses									
	5	Bou 'R'	Bougainvillea 'Rosenka'	NCN	5 gal	2-4'	4-6'	Low	
	6	GRE 'S'	Grevillea 'Superb'	Superb Grevillea	5 Gal	4-6'	4-8'	Low	
	11	Iva hay	Iva hayesiana	Poverty Weed	1 gal	2-4'	4-5'	Low	Native Species
	77	JUN PAT 'EB'	Juncus patens 'Elk Blue'	Elk Blue California Gray Rush	1 Gal	18-24"	2-3'	Low	Native Species
	9	Muh rig	Muhlenbergia rigens	Deer Grass	2 gal	4-5'	4-5'	Low	Native Species
	10	Rha 'EC'	Rhamnus californica 'Eve Case'	Coffeeberry	5 gal	4-6'	4-6'	Low	Native Species
	17	ROS CAL	Rosa californica	California Wild Rose	5 Gal	3-5'	5-10'	Low	Native Species
Trees									
	4	Aca pod	Acacia podalyrifiolia	Pearl Acacia	24" box	15-20'	10-15'	Low	Tree Form
	3	Cer 'M'	Cercis x 'Merlot'	Merlot Redbud	24" box	15-20'	12-15'	Med	Standard
	2	Gei par	Geijera parviflora	Australian Willow	24" box	20-30'	15-20'	Low	
	4	Myr cal	Myrica californica	Pacific Wax Myrtle	15 gal	20-30'	10-20'	Low	Native Species
	1	Pla rac	Platanus racemosa	Western Sycamore	36" box	40-50'	30-45'	Med	Native Species

TREES



Acacia podalyrifiolia



Cercis x 'Merlot'



Geijera parviflora



Myrica californica



Platanus racemosa

SUCCULENTS, SHRUBS, AND GRASSES



Agave attenuata 'Nova'



Agave villmoriana 'Stained Glass'



Bougainvillea 'Rosenka'



Dianella 'Clarity Blue'



Iva hayesiana



Juncus patens 'Elk Blue'



Muhlenbergia rigens



Rhamnus californica 'Eve Case'



Rosa californica



Yucca 'Silver Anniversary'

MATERIALS



PERMEABLE PAVERS, TYPE 1



PERMEABLE PAVERS, TYPE 2



STABILIZED DECOMPOSED GRANITE

TOTAL PROJECT LANDSCAPE AREA: 9,656 SF
PARK LANDSCAPE AREA: 5,323 SF

PROJECT TYPE: MULTI-FAMILY, RESIDENTIAL, PARK

WATER SUPPLY: POTABLE

I HAVE COMPLIED WITH THE CRITERIA OF THE
ORDINANCE AND APPLIED THEM FOR THE EFFICIENT
USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

SIGNATURE: _____

DATE: _____

IRRIGATION NOTES:

Pressure regulating devices are required if water pressure is below or exceeds the recommended pressure of the specified irrigation devices.

Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

Irrigation system is designed to prevent runoff, low head drainage, over spray, or other similar conditions where irrigation water flows onto non-targeted areas.

A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.

A Certificate of Completion shall be filled out and certified by either the designer of the landscape plans, the designer of the irrigation plans, or the licensed landscape contractor for the project.

An irrigation audit report shall be completed at the time of final inspection.

A landscape waste diversion plan shall be completed and submitted with the Certificate of Completion.

PLANTING NOTES

MATURE PLANT SPREAD INFORMATION PER SAN MARCOS GROWERS AND OTHER SOUTHERN CALIFORNIA NURSERIES.

MULCH DEPTH IN PLANTING AREAS IS 3", SUCH AS PREMIUM RECYCLE WOOD CHIPS FROM TERRA BELLA NURSERY.

COMPOST TO BE APPLIED AT A MINIMUM RATE OF 4 CU YD PER 1000 SF, OR AT A RATE TO BRING SOIL ORGANIC MATTER UP TO 6% BY DRY WEIGHT, AS INDICATED IN SOIL REPORT. COMPOST TO BE INCORPORATED AT LEAST 6" DEEP.



BENCH, TYPE 1



BENCH, TYPE 2



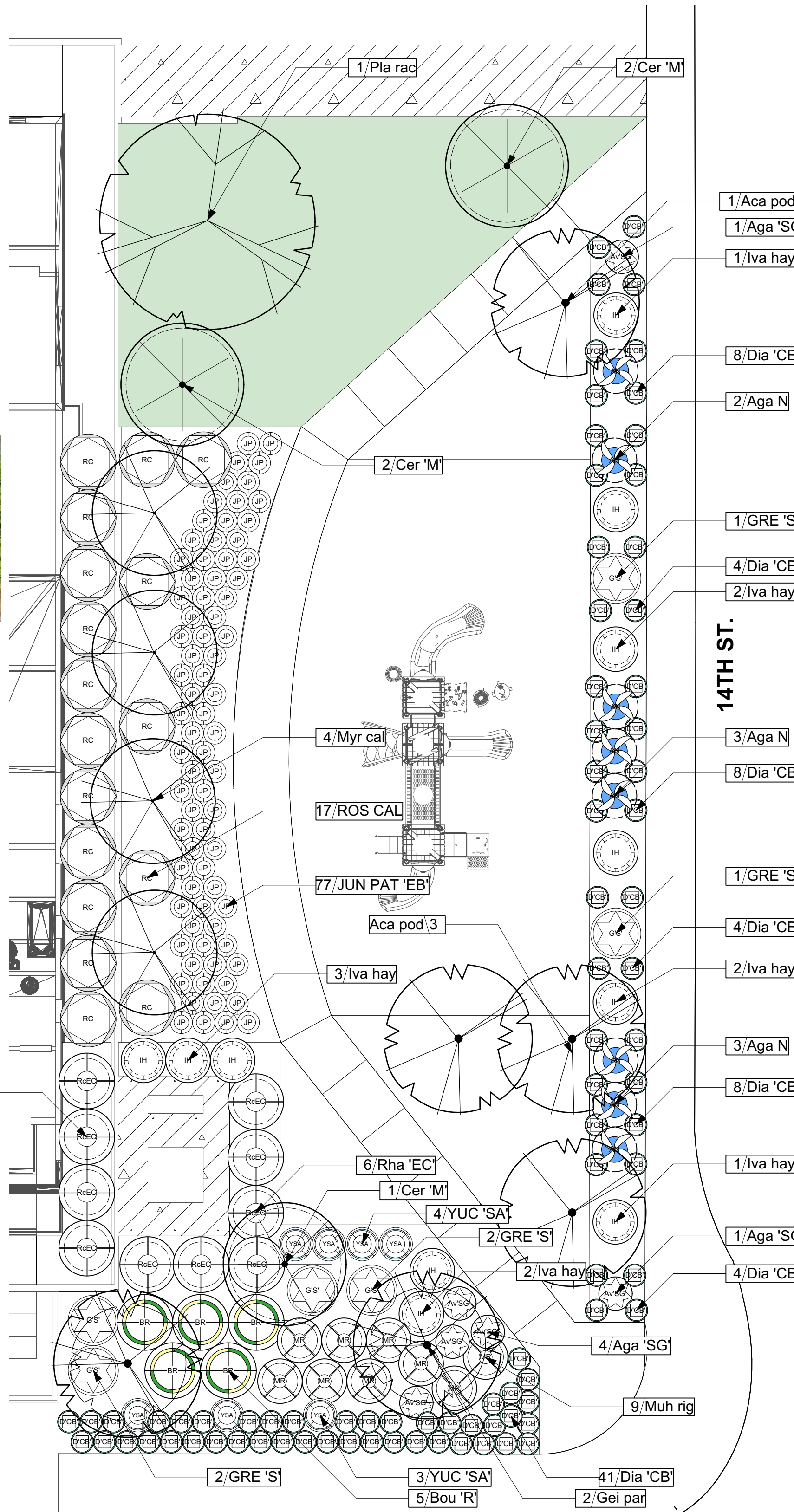
BIKE RACK



PLAY EQUIPMENT

PROPOSED PLAN NOTES

- EXISTING SIDEWALK TO REMAIN
- PERMEABLE CONCRETE PAVERS TYPE 1, SUCH AS WAUSAU TILE H-SERIES, COLOR: ECO PREMIER HEP-10 (SRI 32), SIZE: 6"X12"
- PERMEABLE CONCRETE PAVERS TYPE 2, SUCH AS WAUSAU TILE H-SERIES, COLOR: ECO PREMIER HEP-60 (SRI 28), SIZE: 6"X12"
- POLE LIGHT, TYPICAL, TYPE TBD
- PATH LIGHT, TYPICAL, TYPE TBD
- STABILIZED DECOMPOSED GRANITE PAVING, SUCH AS PALM SPRINGS GOLD FROM SOUTHWEST BOULDER, CHULA VISTA, (619)591-2366
- PLAYGROUND SURFACING, TYPE AND COLOR TBD
- PLAY EQUIPMENT, SUCH AS PLAYWORLD CUSTOM PLAYGROUND, (INTENDED USER AGE 2-12)
- PARK ENTRY SIGN
- ELECTRICAL TRANSFORMER
- PLANTING AREA, LOW WATER USE PALETTE, TYPICAL. SEE PLANTING PLAN FOR MORE INFORMATION
- SCREENING TREE/SHRUB, SEE PLANTING PLAN FOR PROPOSED SPECIES
- 42" HEIGHT FENCE WITH GATE WITH SELF-CLOSING HARDWARE, TYPE TBD
- TURF AREA
- BENCH, TYPE 1, METAL, BY MMCITE, MODEL: EMAU SOLO (EMS256), COLOR TBD
- BENCH, TYPE 2, CONCRETE, BY QCP, MODELS: Q2-WILSON-S AND Q2-WILSON-L, INTERIOR COLOR TBD
- PROPOSED TREE, SEE PLANTING PLAN
- STORMWATER TREATMENT BASIN, PER CIVIL
- CMU BLOCK WALL, PER CIVIL
- CONCRETE WALKWAY

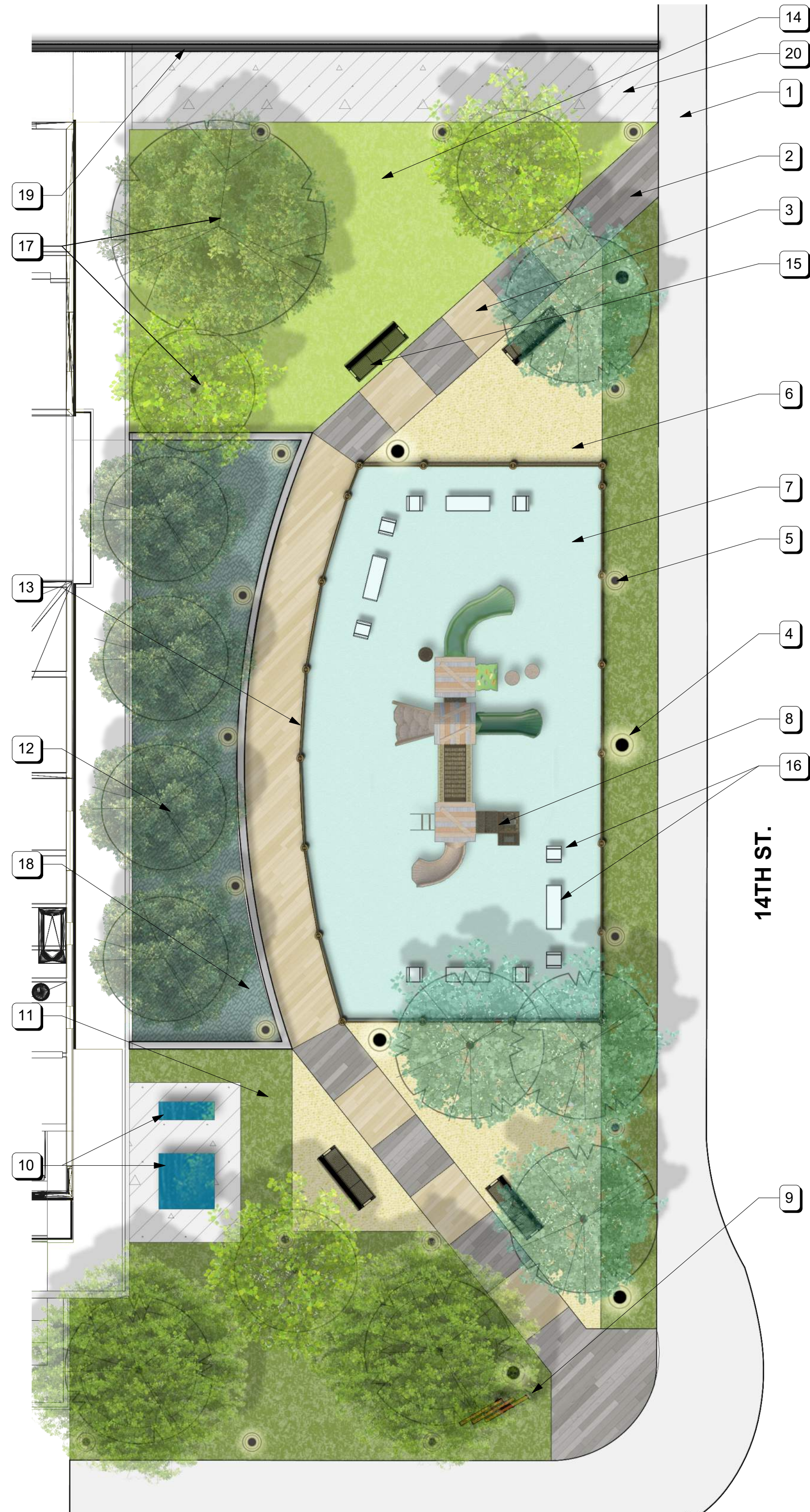


HOLLY AVE.

2 PLANTING PLAN - POCKET PARK

Scale: 1/8" = 1'-0"

0 8 16 FT



HOLLY AVE.

1 SITE PLAN - POCKET PARK

Scale: 1/8" = 1'-0"

0 8 16 FT

s cala

SOUTHERN CALIFORNIA
ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502



LANDSCAPE ARCHITECTURE

HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



5-12-24 P.C. SUBMITTAL
REV. DATE DESCRIPTION

SEA CAPE
VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

SITE PLAN - PARK

SHEET TITLE

2322-ANA JOB NO.

6/7/2024 DATE

LS1.1

SHEET

STRUCTURES



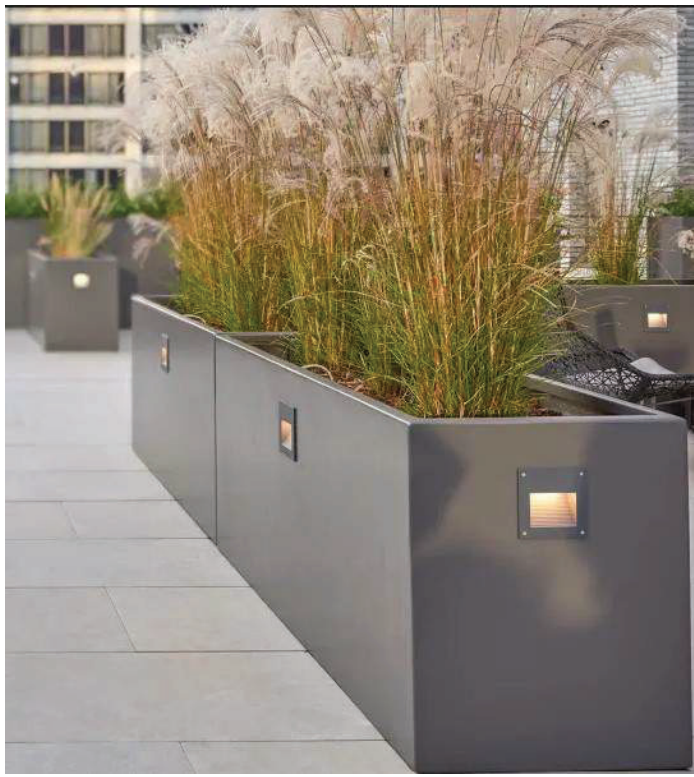
SHADE STRUCTURE
steel frame, perforated metal canopy



OUTDOOR KITCHEN COUNTER WITH GRILL



CANTILEVERED WOOD BENCHES
such as Wally Bench by Tournesol Siteworks



ALUMINUM RAISED PLANTERS WITH LIGHTING
such as Wilshire and Kitsap by Tournesol Siteworks

TOTAL PROJECT LANDSCAPE AREA: 9,656 SF
PARK LANDSCAPE AREA: 5,323 SF
PROJECT TYPE: MULTI-FAMILY, RESIDENTIAL, PARK
WATER SUPPLY: POTABLE

I HAVE COMPLIED WITH THE CRITERIA OF THE
ORDINANCE AND APPLIED THEM FOR THE EFFICIENT
USE OF WATER IN THE LANDSCAPE DESIGN PLAN.
SIGNATURE: _____
DATE: 6/11/2024

FURNISHINGS



PICNIC TABLES
such as MCite Blocq picnic table



STONE BENCHES
such as Santa Barbara sandstone



MOVEABLE FURNITURE
rocking chairs, dining tables, side tables, dining chairs



FIRE TABLE

PAVING



PORCELAIN TILE PAVERS ON PEDESTALS
such as Bison 2cm pavers in Seastone Gray and Trust Gold



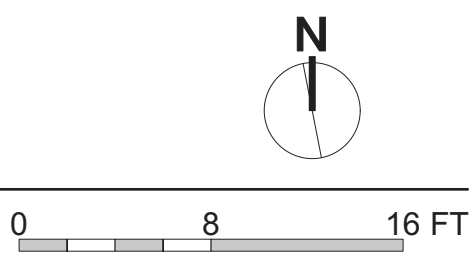
WOOD DECKING ON PEDESTALS
such as Bison bamboo tiles

PROPOSED PLAN NOTES

- 1 2CM CERAMIC TILE PAVING ON PEDESTALS
- 2 WOOD TRAY MODULAR TILE PAVING ON PEDESTALS
- 3 RAISED ALUMINUM PLANTER WITH LIGHTWEIGHT SOIL MEDIUM, ON PEDESTALS, WITH IRRIGATION AND DRAINAGE. INTEGRATED LIGHTING, POWDERCOAT COLOR AND FINISH TBD
- 4 SANDSTONE SLAB SEATING OR LIGHTWEIGHT CONCRETE, COLOR AND FINISH TBD
- 5 GAS FIRE PIT, TYPE AND PRODUCT TBD
- 6 COUNTERTOP WITH GAS GRILL, PRODUCT, MATERIALS, AND COLOR TBD
- 7 CANTILEVERED WOOD BENCH OR COUNTER, FASTENED TO RAISED PLANTER, BRACKET AND REINFORCEMENT PER MANUFACTURER.
- 8 CAFE TABLE AND CHAIRS, PRODUCT AND COLOR TBD
- 9 STEEL SHADE STRUCTURE WITH PERFORATED METAL PANEL CANOPY. COLOR AND FINISH TBD
- 10 PICNIC TABLE AND BENCH
- 11 ADIRONDACK ROCKING CHAIRS AND SIDE TABLE



1 SITE PLAN - LEVEL 2
Scale: 1/8" = 1'-0"



s|cala
SOUTHERN CALIFORNIA
ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502



LANDSCAPE ARCHITECTURE

HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



REV.	DATE	DESCRIPTION
5-12-24		P.C. SUBMITTAL

SEA CAPE
VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

SITE PLAN - APARTMENT

SHEET TITLE	JOB NO.	DATE
2322-ANA		6/11/2024

LS1.2

DATE: _____



1/Rib vib 'SM

24 Ros ca

STORMWATER TREATMENT BASIN

17/Rib vib 'SM

MATCH LINE

SEE DRAWING 1

2
LS1.3

PLANTING PLAN - NORTH GROUND LEVEL

Scale: 1/8" = 1'-0"

0 8 16 FT

N

APARTMENT LEVEL COURTYARD 2 PLANTS

TREES



Dracaena marginata 'Tricolor'

SHRUBS AND GRASSES



Asparagus densiflorus 'Myers'



Carex divulsa



Justicia brandegeana



Philodendron 'Xanadu'



Polystichum munitum



Tecomaria capensis Hybrid 'Yellow Cape Town'



Westringia fruticosa 'Grey Box'

SUCCULENTS AND CACTI



Aeonium tabuliforme



Agave attenuata 'Nova'



Graptopveria 'Fred Ives'



Portulacaria afra 'Minima'

GROUND FLOOR PLANTS

TREES



Archontophoenix cunninghamiana

SHRUBS AND GRASSES



Bougainvillea 'Rosenka'



Bouteloua gracilis 'Blonde Ambition'



Callistemon viminalis 'Better John'



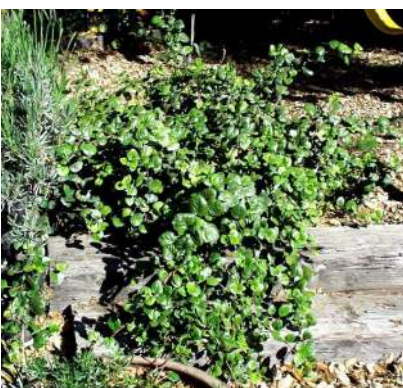
Chondropetalum tectorum



Eremophila glabra 'Grey Horizon'



Iva hayesiana



Ribes viburnifolium 'Spooners' Mesa'



Rosa californica

SUCCULENTS AND CACTI



Aeonium tabuliforme



Agave villmoriana 'Stained Glass'



Echeveria 'First Lady'



Kalanchoe beharensis

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

SIGNATURE: _____

DATE: _____

PLANT LIST									
	Qty	ID	Botanical Name	Common Name	Size	Mature Height	Mature Width	WUCOLS	Comments
Cacti-Succulents									
ADP	60	Aeo 'DP'	Aeonium tabuliforme	Dinner Plate Aeonium	2 gal	6"	18"	Low	
AGV	22	Aga N	Agave attenuata 'Nova'	Blue Fox Tail Agave	5 Gal	3-4'	3-4'	Low	
AGV	13	Aga 'SG'	Agave villmoriana 'Stained Glass'	Octopus Agave	5 gal	3-4'	3-4'	Low	
EFL	9	Ech 'FL'	Echeveria 'First Lady'	NCN	1 gal	12"	12-18"	Low	
GFI	49	Grap FI	Graptopveria 'Fred Ives'	Fred Ives' Graptopveria	1 gal	1-2'	1-2'	Low	
KAL	3	Kal beh	Kalanchoe beharensis	Velvet Elephant Ear	5 gal	6-8'	5-7'	Low	
PM	40	Port Min	Portulacaria afra 'Minima'	Dwarf Elephant Food	2 gal	6"	4-5'	Low	
Shrubs and Grasses									
AD	26	Asp den 'M'	Asparagus densiflorus 'Myers'	Foxtail Asparagus Fern	1 Gal	1-2'	2-3'	Med	
B	8	Bou 'R'	Bougainvillea 'Rosenka'	NCN	5 gal	2-4'	4-6'	Low	
BBA	135	Bou gra 'BA'	Bouteloua gracilis 'Blonde Ambition'	Blonde Ammbition Blue Grama	1 gal	1-3'	1-3'	Low	Native Species
CV	26	Cal vim 'BJ'	Callistemon viminalis LJ1 'Better John'	Better John Bottlebrush	5 Gal	2-3'	2-3'	Low	
Cd	54	Car div	Carex divulsa	European Grey Sedge	4" pot	12-18"	1-2'	Med	
CTM	8	Cho tec	Chondropetalum tectorum	Small Cape Rush	5 gal	2-3'	3-4'	Low	
E	26	Ere gla 'GH'	Eremophila glabra 'Grey Horizon'	Gray Emu Bush	5 Gal	8-12"	4-6'	Low	
I	16	Iva hay	Iva hayesiana	Poverty Weed	1 gal	2-4'	4-5'	Low	Native Species
J	4	Jus brn	Justicia brandegeana	Shrimp Plant	3 gal	3-4'	3-4'	Med	
P	20	Phil 'Xan'	Philodendron 'Xanadu'	Winterbourn Philodendron	5 Gal	2-3'	3-4'	Med	
PM	32	Pol mun	Polystichum munitum	Western Sword Fern	1 Gal	2-4'	2-4'	Low to Mex	Native Species
R	25	Rib vib 'SM'	Ribes viburnifolium 'Spooners Mesa'	San Diego Evergreen Currant	1 Gal	2-4'	4-8'	Low	Native Species
R	24	Ros cal	Rosa californica	California Wild Rose	5 Gal	3-5'	5-10'	Low	Native Species
T	9	Tec cap	Tecomaria capensis Hybrid 'DWYE001'	Yellow Cape Town Honeysuckle	1 Gal	4-5'	3'	Low	
W	10	Wes GB	Westringia fruticosa Grey Box	Dwarf Coast Rosemary	3 gal	2-3'	2-3'	Low	
Trees									
A	2	Arc cun	Archontophoenix cunninghamiana	Australian Palm	36" Box	40-50'	12-15'	Med	Multi-trunk
D	2	Dra Tri	Dracaena marginata 'Tricolor'	Tricolor Dragon Tree	15 Gal	6-12'	3-6'	Low	Min (3) heads

GENERAL NOTES

1. VISIT SITE PRIOR TO SUBMITTING BIDS.
2. VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS BEFORE PROCEEDING WITH THEWORK. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY SHOULD FIELD CONDITIONS VARY FROM THOSESHOWN ON PLANS.
3. DO NOT SCALE DRAWINGS.
4. ALL WORK CONSTRUCTION AND MATERIALS SHALL COMPLY WITH ALL PROVISIONS OF THE LATEST BUILDING CODE AND WITH OTHER RULES, REGULATIONS AND ORDINANCES GOVERNING THE LOCATIONOF THE WORK. BUILDING CODE REQUIREMENTS TAKE PRECEDENCE OVER THE DRAWINGS AND ITSHALL BE THE RESPONSIBILITY OF ANYONE SUPPLYING LABOR OR MATERIALS OR BOTH TO BRING TOTHE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES OR CONFLICT BETWEEN THE REQUIREMENTS OF THE CODE AND THE DRAWINGS.
5. DISCREPANCIES IN THE DRAWINGS OR BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT. CORRECTED DRAWINGS OR INSTRUCTIONS SHALL BE ISSUED PRIOR TO THE CONTINUATION OF THIS WORK. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY CORRECTIONS DUE TO FAILURE TO REPORT KNOWN DISCREPANCIES.
6. GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL WORK SHOWN ON THESE DRAWINGS AND SPECIFICATIONS UNLESS SPECIFICALLY NOTED OTHERWISE.
7. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE UNLESS OTHERWISE SHOWN; THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY FIELD REPRESENTATIVES OF THE LANDSCAPE ARCHITECT SHALL NOT INCLUDE INSPECTIONS OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES REQUIRED FOR SAME, WHICH ARE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR. ANY SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT DURING CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE LANDSCAPE ARCHITECT, WHETHER OF MATERIAL OR WORK, AND WHETHER PERFORMED BEFORE, DURING OR AFTER COMPLETION OF CONSTRUCTION ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS, BUT THEY DO NOT GUARANTEE GENERAL CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
8. A PROTECTION FENCE SHALL BE CONSTRUCTED AND MAINTAINED DURING CONSTRUCTION CONFORMING TO THE REQUIREMENTS OF THE BUILDING CODE.
9. MAINTAIN SANITARY TOILET FACILITIES DURING CONSTRUCTION AS REQUIRED BY APPLICABLE REGULATIONS.
10. THE GENERAL CONTRACTOR WARRANTS TO THE OWNER AND THE LANDSCAPE ARCHITECT THAT ALL MATERIALS AND EQUIPMENT FURNISHED WILL BE NEW UNLESS OTHERWISE SPECIFIED AND THAT ALL WORK WILL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS.
11. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK AND/OR EQUIPMENT SUPPLIED BY THE OWNER.
12. PROVIDE FACILITIES FOR THE PHYSICALLY HANDICAPPED IN ACCORDANCE WITH C.A.C. TITLE 24 AND AS REQUIRED BY THE LATEST VERSION OF THE CALIFORNIA BUILDING CODE.
13. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE GENERAL CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE EXECUTION OF THIS WORK.
14. PAVING, MASONRY AND CONCRETE SUBCONTRACTORS ARE TO COORDINATE WITH THE ELECTRICIAN, DRAINLINE SUBCONTRACTOR AND IRRIGATION SUBCONTRACTOR FOR SLEEVING, PIPING AND/OR CONDUIT INSTALLATION UNDER OR THROUGH HARDSCAPE ELEMENTS.
15. VERIFY ALL PROPERTY LINES OR OTHER LIMIT OF WORK LINES PRIOR TO COMMENCING WORK.
16. IN THE CASE OF DISCREPANCIES IN THE DRAWINGS, SPECIFICATIONS TAKE PRECEDENCE OVER DETAILS, AND DETAILS TAKE PRECEDENCE OVER PLANS.
17. SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE OWNER.
18. THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL TRADES ARE PROVIDED WITH CURRENT DRAWINGS AND SPECIFICATIONS APPROVED FOR CONSTRUCTION. DO NOT ALLOW DOCUMENTS NOT APPROVED FOR CONSTRUCTION TO BE USED IF SEEN ON SITE. KEEP ONE SET OF AGENCY-APPROVED STAMPED PLANS ON SITE IN CASE CITY INSPECTORS REQUIRE PROOF OF CITY-APPROVED PLANS.
19. REPAIR OR REPLACE ANY DAMAGE TO ADJACENT PROPERTIES, CURBS, WALKS, PLANTING, WALLS, ETC. AT NO ADDITIONAL COST TO THE OWNER.
20. LOCATIONS OF N.I.C. CONSTRUCTION ELEMENTS SUCH AS LIGHTS, SIGNS, VENTS, HYDRANTS, TRANSFORMERS, ETC. ARE APPROXIMATE. NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY SHOULD THE LOCATION OF THESE ITEMS INTERFERE WITH THE PROPER EXECUTION OF WORK.
21. PROVIDE THE OWNER WITH ALL WARRANTIES, GUARANTEES, AND INSTRUCTION MANUALS FOR EQUIPMENT, APPLIANCES, FIXTURES, ETC. AS DESCRIBED IN THE SPECIFICATIONS.
22. NOTIFY THE CITY'S AUTHORIZED REPRESENTATIVE 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
23. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED TO PERFORM THE WORK INDICATED HEREIN BEFORE BEGINNING WORK.
24. CONTRACTOR SHALL OBTAIN THE PERTINENT ENGINEERING AND ARCHITECTURAL PLANS BEFORE BEGINNING WORK.
25. LANDSCAPE ARCHITECT SHALL HAVE FINAL SAY ON INTERPRETATION OF ALL INFORMATION CONTAINED IN THE LANDSCAPE CONSTRUCTION DOCUMENTS, SPECIFICATIONS AND ASSOCIATED REPORTS FOR THE PROJECT.

s cala

SOUTHERN CALIFORNIA ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502



LANDSCAPE ARCHITECTURE

HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



5-12-24	P.C. SUBMITTAL
REV.	DATE DESCRIPTION

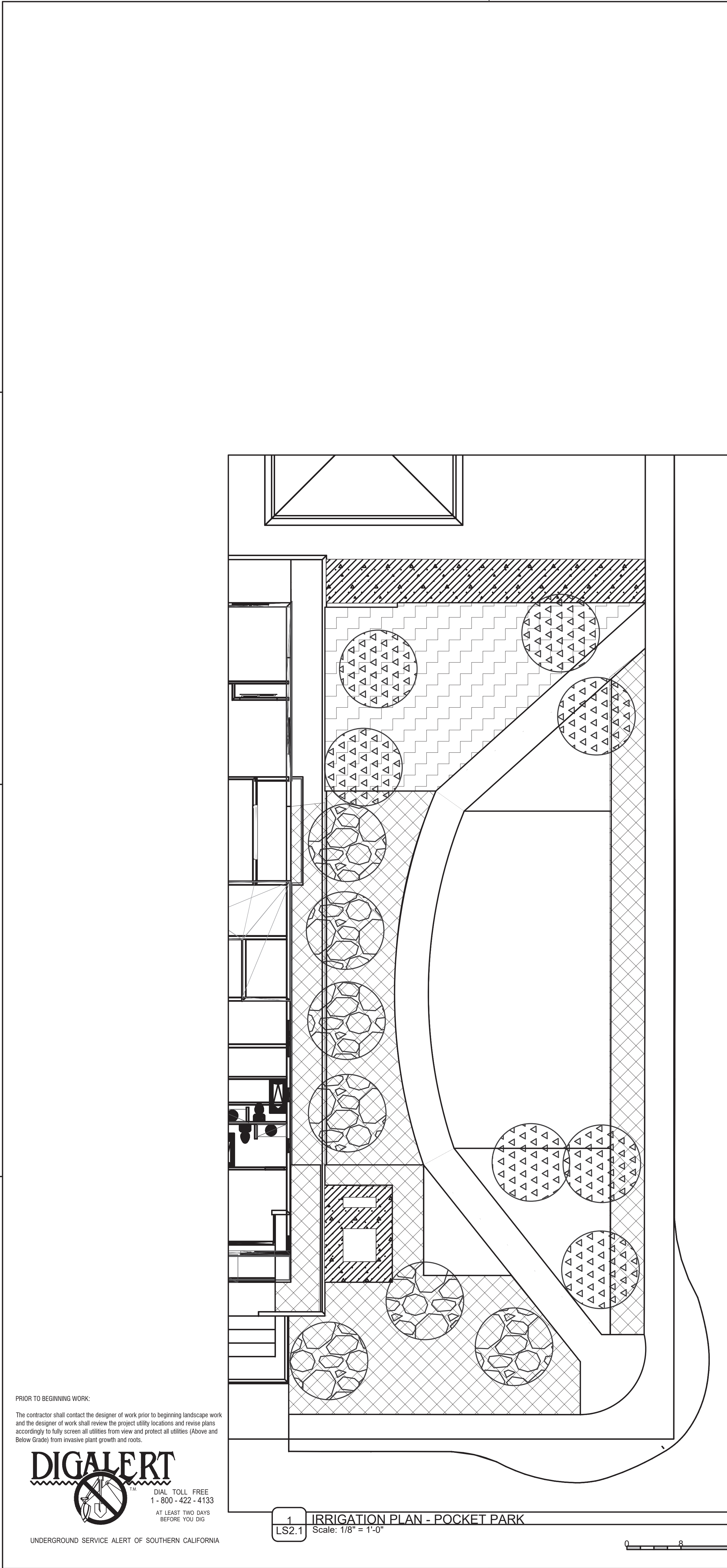
SEA CAPE VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

PLANT IMAGES -
APARTMENT

SHEET TITLE	
2322-ANA	JOB NO.
6/11/2024	DATE

LS1.4



1368 HOLLY AVE. - PARK						
MAXIMUM APPLIED WATER APPLICATION (MAWA) Calculation:						
46	[(.62 x	5,323) + (1-.55 x	882)] =	79,635 GPY
Eto	Const.	Total Landscape Area	ETAF	Total SLA		OR
						0.2444 AC.FT/YR
						OR
						10,646 CU.FT/YR

1368 HOLLY AVE. - PARK						
CITY OF IMPERIAL BEACH ESTIMATED TOTAL WATER USE (ETWU) WORKSHEET						
	Line	Hydro-zone Number				
		1	2	3	4	5
Evapotranspiration Rate (Eto) See "A" below	1	46	46	46	46	46
Conversion Factor - 0.62	2	0.62	0.62	0.62	0.62	0.62
(Line 1 x Line 2)	3	28.52	28.52	28.52	28.52	28.52
Plant Factor (PF) See "B" below	4	0.3	0.5	0.3	0.3	0.6
Hydrozone Area(Sq. Ft.)	5	2,439	882	560	560	0
(Line 4 x Line 5)	6	732	432	168	168	0
Irrigation Efficiency (IE) See "C" below	7	81%	75%	81%	75%	81%
(Line 6 / Line 7)	8	903	576	207	224	0
TOTAL of all Line 8 boxes + SLA	9	2,793				
Estimated Total Water Use ETWU (Gallon Per Year) Total shall not exceed MAWA below	10	79,656	GPY	100.0%	OF MAWA	

PLANT FACTOR	HZ #	PLANT TYPE	IRRIGATION METHOD	ENV. EXP.
LOW CONSUMPTIVE	1	SHRUB/G.C.	SUBSURFACE DRIP	SUN
HIGH CONSUMPTIVE	2	TURF	ROTATOR	SUN
LOW CONSUMPTIVE	3	TREES	SUBSURFACE DRIP	SUN
MED. CONSUMPTIVE	4	TREES	BUBBLER	SUN

Where:	Eto = Reference Evapotranspiration (San Diego II -Cimis Sta. # 184)
	ETAF = ET Adjustment Factor (45% for MAWA calculation)
	S.ETAF = ET Adjustment Factor add for Special Landscape Area (55% for MAWA calculation)
	LA = Landscape Area
	S.LA = Special Landscape Area* Recycled Water Defined as areas:
	Dedicated to edible plants, active recreation, recycled water.
	Const = Constant to convert to gallons per year (GPY)
	GPY = Gallons Per Year
	AC.FT/YR = Acre Feet a Year

IRRIGATION CONSTRUCTION NOTES:

- POINT OF CONNECTION - CONTRACTOR TO MAKE CONNECTION DOWNSTREAM OF A DEDICATED 3/4" POTABLE WATER METER. CONTRACTOR TO INSTALL A WYE STRAINER, BACKFLOW, PRESSURE REGULATOR (IF NEEDED), FLOW SENSOR, MASTER CONTROL VALVE, ISOLATION VALVE AND EXTEND SYSTEM AS SHOWN.
- IRRIGATION CONTROLLER IS A WEB BASE UNIT AS SPECIFIED. POWER SOURCE TO BE PROVIDED BY OTHERS, INSTALL A WIRED RAIN SENSOR ON THE SIDE OF THE BUILDING OR WALL, SENSOR TO HAVE A CLEAR VIEW TO THE SKY.
- REMOTE CONTROL VALVES TO BE INSTALLED IN A MANIFOLD AND TO BE HIDDEN FROM CASUAL SIGHT WHEN POSSIBLE. STAKE LOCATION OF ALL VALVES FOR APPROVAL BY LANDSCAPE ARCHITECT AND OR OWNERS REPRESENTATIVE. (TYPICAL ALL LOCATIONS)
- LOCATIONS SHOWN DIAGRAMMATICALLY. ALL EQUIPMENT TO BE INSTALLED WITHIN PLANTING AREAS OR LOCATED AS DIRECTED BY THE LANDSCAPE ARCHITECT. ROUTE IRRIGATION MAINLINE AND CONTROL WIRE APPROXIMATELY AS SHOWN 12" TO 18" FROM BACK OF CURB OR WALK.
- DRIVEWAY AND SIDEWALK CROSSING- MAINLINE, LATERAL LINE AND CONTROL WIRE SLEEVES UNDER ALL PAVING. SLEEVES TWO TIMES DIA. OF PIPE, 2" MIN. (TYP.)PULL BOX- CONTROL WIRE SLEEVES UNDER ALL PAVING TO INCLUDE PULL BOX AT ENDS OF SLEEVES. (TYP.)
- DESIGN PROVIDES ZONE SEPARATION REQUIRED BY DIFFERENCES IN APPLICATION RATE, ENVIRONMENTAL EXPOSURE, TOPOGRAPHY AND PLANT WATER CONSUMPTION.
- DRIP IRRIGATION FOR SHRUB AND GROUND COVER PLANTINGS - DRIP TUBING WITH PRE-INSERTED, 1.1 G GPH PRESSURE COMPENSATING EMITTERS AT 18" O.C. TUBING TO BE UNIFORMLY SPACED 16" TO 18" O.C. IN GRID PATTERN AS SHOWN. SECURE WITH STAPLES 5" O.C. AND PROVIDE 4" TOP SOIL COVER. (AVG. APPLICATION RATE = .72 in/hr TO .69 in/hr)
- DRIP IRRIGATION FOR SHRUB AND GROUND COVER PLANTINGS WITHIN NARROW PLANTERS - DRIP TUBING WITH PRE-INSERTED, 0.53 GPH PRESSURE COMPENSATING EMITTERS AT 12" O.C. TUBING TO BE UNIFORMLY SPACED 10" TO 12" O.C. IN GRID PATTERN AS SHOWN. SECURE WITH STAPLES 5" O.C. AND PROVIDE 4" TOP SOIL COVER. (AVG. APPLICATION RATE = .86 in/hr TO .72 in/hr)
- DRIP IRRIGATION FOR ADDITIONAL WATER ON TREES. DRIP TUBING WITH PRE-INSERTED, 1.1 G GPH PRESSURE COMPENSATING EMITTERS AT 12" O.C. TUBING TO BE UNIFORMLY SPACED IN A RING PATTERN AS DETAILED. SECURE WITH STAPLES 5" O.C. AND PROVIDE 4" TOP SOIL COVER. (AVG. APPLICATION RATE = .92 in/hr TO .79 in/hr)
- HUNTER RZWS BUBBLER IN DEEP WATERING DEVICE WITH PRESSURE COMPENSATING BUBBLER, FOR TREES WITHIN D.G. AREAS AND TURF. SEE LEGEND AND DETAILS FOR STYLE, TYPE AND PLACEMENT.
- DRIP SYSTEM FLUSHING- STATION FLOW 10 GPM OR GREATER; MANUAL FLUSH VALVE AS DETAILED AND INSTALLED AT FLUSH MANIFOLDS. STATION FLOW 9 GPM OR LESS; DRIP OPERATION INDICATOR WITH GPH GDFN NOZZLE AT LATERAL ENDS OR TERMINAL MANIFOLDS.
- DRIP OPERATION INDICATOR INSTALLED ON INLET MANIFOLD, NEAR CONTROL VALVE AND/OR AT LATERAL ENDS OR ON FLUSH MANIFOLDS OF ALL DRIP SYSTEMS (TYP. 2 UNITS PER SYSTEM MINIMUM.) ON SMALL SYSTEMS OR SUB-SYSTEMS THE DRIP OPERATION INDICATOR CAN ALSO ACT AS A FLUSH DEVICE.
- DRIP AIR/VACUUM RELIEF VALVE. LOCATION SHOWN DIAGRAMMATICALLY. VALVE TO BE INSTALLED ON MANIFOLD AT HIGHEST LOCAL ELEVATION (TYP. THROUGHOUT).

NOTE:
ALL BASE INFORMATION FOR THESE PLANS HAS BEEN OBTAINED FROM THE LANDSCAPE ARCHITECT AND REFLECTS ARCHITECTURAL, CIVIL AND/OR MECHANICAL DESIGN AND/OR PLANS. THE LANDSCAPE ARCHITECT OR IRRIGATION CONSULTANT DEPENDS ON ACCURACY OF THIS OBTAINED INFORMATION. CONTRACTOR MUST FIELD VERIFY ACTUAL LOCATIONS.

DECLARATION OF RESPONSIBLE CHARGE:

I am familiar with the requirements for landscape and irrigation plans contained in the City of San Diego Water Efficient Landscape Regulations. I understand that construction drawings are to be prepared in compliance with those regulations and the Landscape Manual. I certify that the plans have been prepared implementing those regulations to provide efficient use of water.

I hereby declare that I am the licensed designer of work for this project and that I have exercised responsibilities charges over the design of this project as defined in Section 6703 of the Business and Professions Code and the design is consistent with current standards.

I understand that the check of project drawings and specifications by the City of San Diego is confined to a review only and does not relieve me, as the licensed designer of work, of my responsibilities for project design.

HATCHWORKS STUDIO
3745 Trudy Lane
San Diego, CA 92106
(704) 968-0029

By: [Signature] Date: 06/11/2024
ANDREW HATCH, RLA # 6903 Exp. 4/30/2025

s|cala|a
SOUTHERN CALIFORNIA
ARCHITECTS

2100 SAWTELLE BLVD. #306
LOS ANGELES, CA.
90025 310.600.6502



LANDSCAPE ARCHITECTURE

HATCHWORKS STUDIO
3745 TRUDY LANE
SAN DIEGO, CA 92106
619.356.8582



5-12-24 P.C. SUBMITTAL
REV. DATE DESCRIPTION

SEA CAPE
VILLAGE

1368 HOLLY AVE.
IMPERIAL BEACH, CA. 91932

IRRIGATION PLAN -
PARK

SHEET TITLE
2322-ANA JOB NO.
6/7/2024 DATE

LS2.1

SHEET

PRIOR TO BEGINNING WORK:
The contractor shall contact the designer of work prior to beginning landscape work and the designer of work shall review the project utility locations and revise plans accordingly to fully screen all utilities from view and protect all utilities (Above and Below Grade) from invasive plant growth and roots.













1337 Holly Development

7660 Fay Ave H-821
La Jolla CA 92037

September 23rd, 2024

Chair Bradley
Vice Chair Beltran
Member Grace
Member Rogers
Member Voronchihin
825 Imperial Beach Blvd
Imperial Beach, CA 91932

RE: DRB Meeting August 15th – Response to Recommendations

Dear Design Review Board Members,

We appreciate your consideration and approval. Please see our response to the following recommendations:

1. **The City should not grant any dedicated street parking spaces for the project.**
 - We understand the DRB is concerned about parking in the area. Please know that the current sites of the project have four driveway aprons, preventing any vehicles from parking in these areas. The new proposed site will only construct one apron, and the rest will be a curb and gutter. We have considered the DRB recommendations and reduced the street parking waiver to two spots. Per state law, we are entitled to three waivers by right, and this is our waiver.
2. **The project should designate off-street parking spaces to individual units and clearly label each space.**
 - We have numbered all the spaces, and our only intent is to use them for the apartments in the building. As we intend to provide parking for every apartment and others with two spots, it is not operationally effective to assign a parking spot to each unit until we complete the building and determine the best, most efficient way to assign parking.
3. **Enhance screening to reduce lighting impacts, especially to the northeast corner.**
 - We have considered the DRB comments and limited the light impact on the NE corner by only having balcony wall scones but no common area wall scones facing the NE Corner. Additionally, we've added Tecomaria Capensis "Yellow Cape Town" plants in the planter boxes on the courtyard level in the NE Corner. We will continue to review all areas in the NE Corner to use plants as screening material.

4. **Coordinate with neighbors to mitigate privacy concerns.**
 - As mentioned in the meeting by the neighbor, Mr. Jamie Zepeda, we have been in contact multiple times and will continue to work with him to support privacy concerns. Please note, currently, Mr. Zepeda has the property from the west, 1344-1348 Holly Ave, and the North West, 1355 Grove Ave, both 3-story buildings, which have clear views into Mr. Zepeda's backyard from both second-floor decks and third-floor windows. This project will have fewer neighbors and windows overlooking Mr. Zepeda's property, providing more privacy.
5. **Address concerns about building height and views**
 - After consideration, we have determined the project will prevent additional affordable housing from being built if the height is limited. After a review of the area, the West and Northwest corners will barely see over the ridge of the adjacent buildings, both 1344-1348 Holly Ave & 1355 Grove Ave. Their roof pitches are close to 36-38' after reviewing city records, impairing any views that the height of our building may have implied. Furthermore, with the addition of a park and the neighbor property, the setback from the east split between 100' & 55' creates a large enough buffer to keep privacy for the neighborhood. Also, after driving the neighborhood, the area comprises a healthy mix of multifamily buildings, overshadowing single-family homes in the south and north of the subject property as the area develops. This project falls within the neighborhood trend.
6. **Reduce the building to 3 stories or less.**
 - After consideration, we have determined height restrictions will prevent the building of additional affordable housing, which is, therefore, not feasible.
7. **Provide additional parking. Adequate parking is crucial for the project's viability.**
 - After consideration, the building is maxed out for parking. We are providing other solutions, such as bike racks, to encourage other means of transportation. Furthermore, due to the state regulations and density bonus law, we can provide very limited to no parking. However, we hope the board recognizes that we have provided 48 spots to continue supporting the neighborhood's parking concern and that it exceeds the number of apartments on-site.
8. **Require the developer to return to the DRB if the park is not dedicated to the City.**
 - As mentioned throughout the meeting, we intend to dedicate the park to the City. The planning department, park & rec department, and city manager continue healthy conversations to help make this possible.
9. **DRB recommends that the City Council carefully consider the waivers/concessions per state law, specifically those that would allow for height increases and reduced setbacks.**
 - We understand the DRB recommendations. Respectfully, we did not create nor pass state laws allowing these waivers and concessions. We are committed to building a staple project with a unique and charismatic design for the City of Imperial Beach that provides additional housing per the Housing Element produced by the City of Imperial Beach and approved by City Council.

10. Include one or more family-sized units with 2-3 bedrooms.

- After considering and reviewing our in-depth feasibility report, we found the City of the IB needs more one-bedrooms than two/three-bedroom. Therefore, we only focused on affordable units like one-bedrooms and studios.

11. Provide more certainty regarding the park's future status as a public park.

- As mentioned throughout the meeting, we intend to dedicate the park to the City. The planning department, park and rec, and city manager continue healthy conversations to help make this possible. Donating a piece of land with improvements takes much consideration, and we are committed to helping build Imperial Beach neighborhoods.

12. Consider alternative designs that may have less impact on neighbors.

- After reviewing the current design, we feel this is the least impactful design based on the number of apartments intended for construction. As mentioned above, the height is in line with other neighbors' prevent views of existing ridge lines in the North & East, the neighbor's properties to the west will have more screening prevention as many neighbors overlook their backyards, and the potential park provides a feeling of bringing the community together which is what any city needs.

Sincerely,

A black rectangular box redacting the signature of Aaron M. Anavim.

Aaron M. Anavim

Owner/Builder

1337 Holly Development

December 4, 2024

ITEM TITLE: DISCUSSION OF REGULATIONS FOR TENANT PROTECTIONS

ORIGINATING DEPARTMENT:

Mayor

EXECUTIVE SUMMARY:

The topic of local tenant protections has been ongoing in the City of Imperial Beach, particularly since the COVID-19 pandemic. In 2019, the State of California adopted the State Tenant Protection Act (“STPA”) to regulate residential tenant evictions statewide. The STPA permits local governments to adopt stricter tenant protections consistent with state law. Recently, concerns about no-fault evictions, including those for substantial remodels, have been raised during public comments at City Council meetings. It has been reported recently that some Imperial Beach residential tenants may be subject to no-fault substantial remodel evictions. At the November 6, 2024 Council meeting, a representative from the Legal Aid Society, which offers free legal services to qualifying persons, presented on the landlord tenant legal services it provides to its clients. At the November 20, 2024, City Council meeting, Mayor Aguirre requested an item for discussion at the next regular meeting. This agenda item allows for a City Council discussion of the topic of tenant protections and any associated feedback or direction to City Staff.

RECOMMENDATION:

Consider the topic and provide direction to Staff, if applicable.

OPTIONS:

- Discuss topic and provide direction to Staff.

BACKGROUND/ANALYSIS:

Background Law

State laws currently provide tenant protections through the California Tenant Protection Act of 2019 (STPA). Below is a summary of state law and the City’s authority to implement local protections.

A. The State’s Tenant Protection Act of 2019 (“STPA”) (AB1482):

The STPA in Civil Code section 1946.2 provides that a tenancy may only be terminated for Just Cause, which includes both At-Fault Just Cause and No-Fault Just Cause terminations. At-Fault Just Cause reasons for terminating a tenancy include actions by the tenants that justify termination of the tenancy. No-Fault Just Cause reasons for terminating a tenancy include situations in which the tenant is not at fault, and the termination is instead being initiated because of the landlord’s actions. For example, STPA lists removal of a rental property from the rental

market as a No-Fault Just Cause basis. (see Civil Code section 1946.2(b)(2)(B)). The additional Just Cause reasons for terminating a tenancy include the following:

“At fault” evictions include:

- Nonpayment of rent
- Breach of a material term of the lease
- Nuisance, waste, or using the unit for unlawful purposes
- Criminal activity committed on the premises or criminal activity that is directed at the owner or its agent
- Refusal to allow lawful entry
- Refusal to execute a new lease containing similar terms

“No fault” evictions include:

- Owner move-in
- Intent to demolish or substantially remodel the unit
- Withdrawal of the unit from the rental market
- The owner complying with a government order or local law that requires the tenant to leave

Landlords can only evict a tenant for one of the reasons listed above. Some of these reasons have their own specific requirements, such as those listed below per the State of California Department of Justice website (<https://oag.ca.gov/consumers/general/landlord-tenant-issues#protections>):

- Owner Move-In: A tenant can only be evicted for owner move-in if the owner or the owner's spouse, domestic partner, child, grandchild, parent, or grandparent intends to move into the unit. Any landlord planning an owner move-in must act truthfully and in good faith and comply with all state and local requirements. Effective April 1, 2024, the owner or relative must move in within 90 days after the tenant leaves and live there as their primary residence for at least 12 consecutive months. Otherwise, the unit must be offered back to the tenant at the same rent and lease terms as when the tenant left, and the tenant must be reimbursed reasonable moving expenses. Also, effective April 1, 2024, the eviction notice must include the name of the person moving in, their relationship to the owner, and that the tenant may request proof of that relationship, and there must be no other similar unit already vacant on the property that the owner or relative could move in to instead.
- Substantial Remodel: Landlords must act truthfully and in good faith and comply with all state and local requirements when evicting a tenant to conduct a substantial remodel of a unit, as not all repairs meet the definition of “substantial remodel.” To be a “substantial remodel,” the landlord must plan to either replace or substantially modify a structural, electrical, plumbing or other system in the unit in a way that requires a permit, or to abate hazardous materials within the unit. In addition, the work must not be able to be done in a safe manner with tenants in the unit and must require a tenant to vacate the unit for at least 30 consecutive days. Cosmetic renovations do not count. Please also be aware that there may be special protections for protected groups such as senior tenants. Effective April 1, 2024, the eviction notice must include a description of the work to be done, copies of required permits, and a notice that if the substantial remodel is not commenced or completed, the tenant must be given the opportunity to re-rent the unit at the same rent and lease terms as when the tenant left.

In addition to requiring At-Fault or No-Fault Just Cause to terminate a tenancy, STPA further provides for various tenant protections, including reason specific termination notices and relocation assistance. STPA also caps rent increases for most residential tenants in California (Civil Code 1947.12). Landlords cannot raise rent more than 10% total or 5% plus the percentage

change in the cost of living – whichever is lower – over a 12-month period. If the tenants of a unit move out and new tenants move in, the landlord may choose to establish a different initial rent to charge.

The Tenant Protection Act applies to all residential rental units in the state except those specifically identified in the law. Some examples of properties not covered by the STPA include:

- Single-family homes not owned or controlled by a corporation or real estate investment trust (the Act does apply to single-family homes owned or controlled by a corporation or real estate investment trust) A single family home held in title by an LLC is exempt from the Tenant Protection Act of 2019, provided the LLC does not have a corporation as a member; meaning the opposite is true as well, if the LLC is owned by a corporation, the property is not exempt and must follow the rent increase limitations under the law.
- Units covered by a local rent control ordinance that is more protective than the Tenant Protection Act
- Units issued a certificate of occupancy within the past 15 years
- Mobile homes, unless the mobile home is owned and offered for rent by the owner or manager of a mobile home park
- Duplexes, where the owner is living in one of the units at the time the tenant moves into the other unit, but only as long as the owner continues to live there
- Housing that is restricted as affordable housing by deed, government agency agreement, or other recorded document, or that is subject to an agreement that provides housing subsidies for affordable housing
- Dorms

STPA allows local jurisdictions to create their own ordinances to provide for greater tenant protections as long as the just cause for termination of a tenancy in the local ordinance is consistent with the STPA. In instances where a local jurisdiction enacts an ordinance that is more protective than the STPA provisions, the local protections supersede the STPA.

B. Retaliatory Behavior Prohibition (Civil Code 1942.5):

State law provides protections from retaliation for tenants that have exercised a legal right against a landlord. In the event that a tenant exercises a tenant's right (including participation in an organized tenant's rights association) or reports a habitability issue to an enforcing agency, a landlord cannot terminate the tenancy, force the tenant to leave involuntarily, increase rent, or decrease any services for a specified period of time so long as the tenant has not failed to pay rent.

Local jurisdictions may adopt additional tenant anti-harassment provisions pursuant to their local police power authority.

San Diego County

Currently, only the City of San Diego and the City of Chula Vista have local tenant protection ordinances related to just cause for termination of a residential tenancy (See Attachments 1 and 2). Both ordinances provide more protection than state law, typically by increasing the amount of relocation payments. Both cities allow for substantial remodel no-fault evictions, however, they have adopted stricter definitions than state law related to what qualifies for a no-fault substantial remodel eviction. The City of Chula Vista did an evaluation of its ordinance at the City Council meeting of September 10, 2024, and reported that since the effective date in 2023, approximately

85% of the no-fault evictions in the City of Chula Vista were related to substantial remodel and demolition. The Chula Vista City Council asked staff for further evaluation of their current ordinance and a new report in February of 2025. The rest of the cities (including Imperial Beach) and the County of San Diego follow the STPA which does allow for substantial remodel no-fault evictions.

Los Angeles County

Staff did find that several cities in Los Angeles (LA) County have local just cause regulations. The City of LA has a local just cause ordinance (see Attachment 3). On October 30, 2024, the LA City Council asked its staff to bring back a short-term moratorium ordinance related to substantial remodel no-fault evictions due to complaints from residents on this topic. As of the date of preparation of this Staff Report, Staff is not aware if the LA City Council has yet acted to approve a short-term moratorium. The cities of Maywood (see Attachment 4), Alhambra, South Pasadena, and Claremont, to name a few, adopted short-term moratoriums to further study the issue of substantial remodel evictions. Since that time, at least one city (City of South Pasadena) has completely removed substantial remodel as an allowable reason for a no-fault eviction from its local regulations (see Attachment 5). Other cities have provided additional protections such as longer relocation payments for substantial remodel no-fault evictions or adopted stricter definitions for what qualifies as a substantial remodel eviction.

Local Application

The State Tenant Protection Act allows local jurisdictions to create their own ordinances to provide greater tenant protections. The City Council may consider the topic and provide direction to Staff as desired.

General discussion items may include:

- Community input and engagement
- Alignment with State Law and regional regulations
- Just cause eviction requirements (at-fault and no-fault)
- Substantial remodel
- Notification and relocation assistance requirement.
- Enforcement and remedies for tenant protections

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

ATTACHMENTS:

ATT 1 - Chula Vista Residential Tenant Protection
ATT 2 - San Diego Residential Tenant Protections
ATT 3 - City of LA Just Cause for Eviction Ordinance
ATT 4 - Maywood Urgency Ordinance Substantial Remodel
ATT 5 - South Pasadena Just Cause for Eviction

Chapter 9.65

RESIDENTIAL TENANT PROTECTION

Sections:

- 9.65.010 Title and purpose.**
- 9.65.020 Promulgation of administrative regulations.**
- 9.65.030 Definitions.**
- 9.65.040 Residential tenancies not subject to this chapter.**
- 9.65.050 Harassment and Retaliation Against Tenant Prohibited.**
- 9.65.060 Just cause required for termination of tenancy.**
- 9.65.070 Requirements upon termination of a tenancy.**
- 9.65.080 Enforcement and remedies.**
- 9.65.090 Sunset Clause.**

9.65.010 Title and purpose.

A. *Title.* This chapter shall be known as the Chula Vista Residential Tenant Protection Ordinance and may be referred to herein as the Residential Tenant Protection Ordinance.

B. *Purpose.* Subject to the provisions of applicable law, the purpose of the Residential Tenant Protection Ordinance is to require Just Cause for termination of residential tenancies consistent with California Civil Code Section [1946.2](#), to further limit the reasons for termination of a residential tenancy, to require greater tenant relocation assistance in specified circumstances, and to provide additional tenant protections. Nothing in this chapter shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.020 Promulgation of administrative regulations.

The City Manager is authorized to establish, consistent with the terms of this chapter, Administrative Regulations necessary to carry out the purposes of this chapter. Administrative Regulations shall be published on the City's website, and maintained and available to the public in the Office of the City Clerk. Administrative Regulations promulgated by the City Manager shall become effective and enforceable under the terms of this chapter 30 days after the date of publication on the City's website. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.030 Definitions.

When used in this chapter, the following words and phrases shall have the meanings ascribed to them below. Words and phrases not specifically defined below shall have the meanings ascribed to them elsewhere in this Code, or shall otherwise be defined by common usage. For definitions of nouns, the singular shall also include the plural; for definitions of verbs, all verb conjugations shall be included. Any reference to State laws, including references to any California statutes or regulations, is deemed to include any successor or amended version of the referenced statute or regulations promulgated thereunder consistent with the terms of this Chapter.

“Administrative Regulations” means regulations that implement this chapter authorized by the City Manager pursuant to CVMC [9.65.020](#).

“Bad Faith” or “in Bad Faith” means with the intent to vex, annoy, harass, coerce, defraud, provoke or injure another person. This includes the intent of an Owner to induce a Tenant to vacate a Residential Rental Unit through unlawful conduct.

“City” means the City of Chula Vista.

“City Attorney” means the City Attorney of the City of Chula Vista, or their designee.

“City Manager” means the City Manager of the City of Chula Vista, or their designee.

“County” means the County of San Diego.

“Disabled” means an individual with a disability, as defined in California Government Code Section [12955.3](#).

“Elderly” means an individual 62 years old or older.

“Enforcement Officer” means the Director of Development Services, a Code Enforcement Manager, any Code Enforcement Officer, the Building Official, any sworn Officer of the Police Department, the Fire Chief, the Fire Marshal, or any other City department head (to the extent responsible for enforcing provisions of this code), their respective designees, or any other City employee designated by the City Manager to enforce this chapter.

“Family Member” means the spouse, domestic partner, children, grandchildren, parents or grandparents of the residential unit Owner.

“Housing Service” means services provided by the Owner to the Tenant in connection with the use and occupancy of a Residential Rental Unit, either pursuant to contract or as required by law, including repairs, maintenance, and painting; providing light, heat, hot and cold water; window shades and screens; storage; kitchen, bath, and laundry facilities and privileges; janitor services; pest control; elevator service; access to exterior doors, entry systems, and gates; utility charges that are paid by the Owner; refuse removal; furnishings; parking; the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any Residential Rental Unit. Housing Services also includes the proportionate part of services provided to common facilities of the building in which the Residential Rental Unit is located.

“Occupant Owner” means any of the following:

1. An owner who is a natural person that has at least a 25 percent recorded ownership interest in the property.
2. An owner who is a natural person who has any recorded ownership interest in the property if 100 percent of the recorded ownership interest is divided among owners who are related to each other as Family Members.
3. An owner who is a natural person whose recorded interest in the property is owned through a limited liability company or partnership.

For purposes of the "Occupant Owner" definition, a "natural person" includes any of the following: (a) a natural person who is a settlor or beneficiary of a family trust; or (b) if the property is owned by a limited liability company or partnership, a natural person with a 25 percent ownership interest in the property. A "family trust" means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as Family Members. A "beneficial owner" means a natural person or family trust for whom, directly or indirectly and through any contractual arrangement, understanding, relationship, or otherwise, and any of the following applies: (a) the natural person exercises substantial control over a partnership or limited liability company; (b) the natural person owns 25 percent or more of the equity interest of a partnership or limited liability company; (c) the natural person receives substantial economic benefits from the assets of a partnership.

"Owner" (including the term "Landlord") means any Person acting as principal or through an agent, having the right to offer a Residential Rental Unit for rent. As the context may require, "Owner" shall also include a predecessor in interest to the Owner.

"Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

"Residential Rental Complex" means one or more buildings located on a single lot, contiguous lots, or lots separated only by a street or alley containing three or more Residential Rental Units rented or owned by the same Owner.

"Residential Rental Unit" means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park that is not a Mobilehome Residency Law ("MRL") Tenancy defined by California Civil Code Section [798.12](#) (or a tenancy governed by the MRL).

"State" means the State of California.

"Substantial Remodel" means improvements to a Residential Rental Unit meeting all of the following criteria:

1. Any structural, electrical, plumbing, or mechanical system is being replaced or substantially modified; and
2. The cost of the improvements (excluding insurance proceeds, land costs, and architectural/engineering fees) is equal to or greater than \$40.00 per square foot of the Residential Rental Unit; and

3. A permit is required from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, is required in accordance with applicable federal, State, County, or City laws and cannot be reasonably accomplished in a safe manner with the Tenant in place; and
4. It is necessary for the Residential Rental Unit to be vacant for more than 60 days in order to complete the improvements.

Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, counter replacement, and minor repairs, or other work that can be performed safely without having the Residential Rental Unit vacated, do not constitute a Substantial Remodel.

“Tenancy” means the lawful occupation of a Residential Rental Unit and includes a lease or sublease.

“Tenant” means a tenant, subtenant, lessee, sublessee, resident manager, or any other individual entitled by written or oral agreement to the use or occupancy of any Residential Rental Unit. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.040 Residential tenancies not subject to this chapter.

This chapter shall not apply to the following types of residential tenancies or circumstances:

- A. Single-family Owner-occupied residences, including a mobilehome, in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.
- B. A property containing two separate dwelling units within a single structure in which the Owner occupied one of the units as the Owner’s principal place of residence at the beginning of the Tenancy, so long as the Owner continues in occupancy and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
- C. A Residential Rental Unit that is alienable separate from the title to any other dwelling unit; provided, that both of the following apply:
 1. The Owner is not any of the following:
 - a. A real estate investment trust, as defined in section [856](#) of the Internal Revenue Code.
 - b. A corporation.
 - c. A limited liability company in which at least one member is a corporation.
 - d. Management of a mobilehome park, as defined in California Civil Code Section [798.2](#).
 2. The Tenants have been provided written notice that the Residential Rental Unit is exempt from this section using the following statement:

This property is not subject to the rent limits imposed by California Civil Code Section [1947.12](#) and is not subject to Just Cause requirements of California Civil Code Section [1946.2](#) and Chapter [9.65](#) CVMC. This property meets the requirements of California Civil Code Sections [1947.12\(d\)\(5\)](#) and [1946.2\(e\)\(8\)](#) and CVMC [9.65.040\(C\)](#), and the Owner is not any of the following: (1) a real estate investment trust, as defined in Section [856](#) of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

For a Tenancy existing before March 1, 2023, the notice required above may, but is not required to, be provided in the rental agreement. For a Tenancy commenced or renewed on or after March 1, 2023, the notice required above shall be provided in the rental agreement. Addition of a provision containing the notice required above to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of CVMC [9.65.060\(B\)\(5\)](#).

- D. A homeowner in a mobilehome, as defined in California Civil Code Section [798.9](#), or a tenancy as defined in California Civil Code Section [798.12](#). This chapter shall also not apply to a non-owner Tenant of a mobilehome. Instead, a non-owner Tenant of a mobilehome shall retain the rights stated in the State Tenant Protection Act.
- E. Transient and tourist hotel occupancy as defined in California Civil Code Section [1940\(b\)](#).
- F. Any residential occupancy by reason of concession, permit, right of access, license, or other agreement for a period for 30 consecutive calendar days or less, counting portions of calendar days as full days, including Short-Term Rental occupancies as defined in Chapter [5.68](#) CVMC.
- G. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly as defined in California Health and Safety Code Section [1569.2](#), or an adult residential facility as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.
- H. Residential Property or Dormitories owned by the City, an institution of higher education, or a kindergarten and grades one to 12, inclusive.
- I. Housing accommodations in which the tenant shares a bathroom or kitchen facilities with the Owner who maintains their principal residence at the Residential Rental Unit.
- J. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for individuals and families of very low, low, or moderate income as defined in California Health and Safety Code Section [50093](#), or subject to an agreement that provides housing subsidies for affordable housing for individuals and families of very low, low, or moderate income as defined in California Health and Safety Code Section [50093](#) or comparable federal statutes. This exclusion shall not apply to a Tenant with a Section 8 Housing Choice Voucher and such Tenancies shall be governed by this chapter. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.050 Harassment and Retaliation Against Tenant Prohibited.

- A. No Owner or such Owner's agent, contractor, subcontractor, or employee, alone or in concert with another, shall do any of the following in Bad Faith to a Tenant or with respect to a Residential Rental Unit, as applicable:
1. Interrupt, terminate, or fail to provide Housing Services required by contract or by law, including federal, State, County, or City laws;
 2. Fail to perform repairs and maintenance required by contract or by law, including federal, State, County, or City laws;
 3. Fail to exercise commercially reasonable efforts and diligence to commence and complete repairs or maintenance;
 4. Abuse the Owner's right of lawful access into a Residential Rental Unit. This includes entries for "inspections" that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain Tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry;
 5. Abuse the Tenant with words which are offensive and inherently likely to provoke an immediate violent reaction;
 6. Influence or attempt to influence a Tenant to vacate a rental housing unit through fraud, intimidation, or coercion;
 7. Threaten the Tenant, by word or gesture, with physical harm;
 8. Violate any law that prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, AIDS, occupancy by a minor child, or any other protected classification;
 9. Take action to terminate any Tenancy including service of notice to quit or other eviction notice or bring any action to recover possession of a Residential Rental Unit based upon facts that the Owner has no reasonable cause to believe to be true or upon a legal theory that is untenable under the facts known to the Owner. No Owner shall be liable under this section for bringing an action to recover possession unless or until the Tenant has obtained a favorable termination of that action. This subsection shall not apply to any attorney who in good faith initiates legal proceedings against a Tenant on behalf of an Owner to recover possession of a Residential Rental Unit;
 10. Interfere with a Tenant's right to quiet use and enjoyment of a Residential Rental Unit as that right is defined by State law;
 11. Refuse to accept or acknowledge receipt of a Tenant's lawful rent payment, excluding circumstances where an unlawful detainer or other civil action is pending that could be impacted by acceptance of rent;

12. Interfere with a Tenant's right to privacy. This includes entering or photographing portions of a Residential Rental Unit that are beyond the scope of a lawful entry or inspection.

B. No Owner shall retaliate against a Tenant because of the Tenant's exercise of rights under this chapter. A court may consider the protections afforded by this chapter in evaluating a claim of retaliation.

C. This section shall not apply to Mobilehome Residency Law ("MRL") Tenancies under California Civil Code Section [798.12](#) or mobilehome Tenants because the provisions of California Civil Code Section [1940.2](#) and Division 2, Part 2, Chapter 2.5 of the [California Civil Code](#) apply to such Tenancies. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.060 Just cause required for termination of tenancy.

A. *Prohibition.* No Owner of a Residential Rental Unit shall terminate a Tenancy without Just Cause. A Just Cause basis for Termination of Tenancy includes both "At Fault Just Cause" and "No-Fault Just Cause" circumstances as described below.

B. *At Fault Just Cause.* At Fault Just Cause means any of the following:

1. Default in payment of rent.
2. A breach of material term of the lease, as described in paragraph (3) of Section [1161](#) of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
3. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of section [1161](#) of the Code of Civil Procedure.
4. Committing waste as described in paragraph (4) of Section [1161](#) of the Code of Civil Procedure.
5. The Tenant had a written lease that terminated on or after the effective date of this chapter, and after a written request or demand from the Owner, the Tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions; provided, that those terms do not violate this section or any other provision of law. Addition of a provision allowing the Owner to terminate the Tenancy to allow for occupancy by the Owner or Owner's Family Member as described in subsection [\(C\)\(1\)](#) of this section shall constitute a "similar provision" for the purposes of this subsection.
6. Criminal activity by the Tenant at the Residential Rental Unit, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section [422](#) of the California Penal Code, on or off the property where the Residential Rental Unit is located, that is directed at any Owner, any agent of the Owner, or any other Tenant of the Residential Rental Unit or of the property where the Residential Rental Unit is located.

7. Assigning or subletting the premises in violation of the Tenant's lease, as described in paragraph (4) of section [1161](#) of the Code of Civil Procedure.
8. The Tenant's refusal to allow the Owner to enter the Residential Rental Unit as authorized by Sections [1101.5](#) and [1954](#) of the Code of Civil Procedure and California Health and Safety Code Sections [13113.7](#) and [17926.1](#).
9. Using the premises for an unlawful purpose as described in paragraph (4) of Section [1161](#) of the Code of Civil Procedure. A Tenant shall not be considered to have used the premises for an unlawful purpose solely on the basis of the fact that the Owner's Residential Rental Unit is unpermitted, illegal, or otherwise unauthorized under applicable laws.
10. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section [1161](#) of the Code of Civil Procedure.
11. When the Tenant fails to deliver possession of the Residential Rental Unit after providing the Owner written notice as provided in Section [1946](#) of the Civil Code of the Tenant's intention to terminate the hiring of the real property or makes a written offer to surrender that is accepted in writing by the Owner but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section [1161](#) of the Code of Civil Procedure.

C. *No-Fault Just Cause*. No-Fault Just Cause means any of the following:

1. *Intent to Occupy by Occupant Owner or Family Member*. The Tenancy is terminated on the basis that the Occupant Owner or an Occupant Owner's Family Member will occupy the Residential Rental Unit within 90 days after the Tenant vacates and will continuously occupy the Residential Rental Unit for a minimum of 12 continuous months thereafter as their primary residence. For leases entered into on or after July 1, 2020, Intent to Occupy by Occupant Owner or Family Member shall only be a No-Fault Just Cause basis for termination if the Tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if an Occupant Owner or an Occupant Owner's Family Member unilaterally decides to occupy the residential real property.
2. *Compliance with Government or Court Order*. The Tenancy is terminated on the basis of the Owner's compliance with any of the following:
 - a. An order issued by a government agency or court relating to habitability that necessitates vacating the Residential Rental Unit; or
 - b. An order issued by a government agency or court to vacate the Residential Rental Unit; or
 - c. A local ordinance that necessitates vacating the Residential Rental Unit.

If it is determined by any government agency or court that the Tenant is at fault for the condition or conditions triggering the order or need to vacate under this subsection, the Tenant shall not be entitled to relocation assistance as set forth in this Chapter.

3. *Withdrawal From the Rental Market.* The Tenancy is terminated on the basis of the Owner's decision to withdraw the Residential Rental Unit from the rental market.

4. *Substantial Remodel or Complete Demolition.* The Tenancy is terminated because of the Owner's decision to Substantially Remodel or completely demolish a Residential Rental Unit. The Owner may not require the Tenant to vacate the Residential Rental Unit on any days where a Tenant could continue living in the Residential Rental Unit without violating health, safety, and habitability codes and law.

D. *Notice to Tenant of Tenant Protection Provisions Required.* An Owner of a Residential Rental Unit subject to this chapter shall provide written notice in no less than 12-point type to the Tenant as follows:

California law limits the amount your rent can be increased. See Civil Code section [1947.12](#) for more information. Local law also provides an Owner must provide a statement of cause in any notice to terminate a Tenancy. In some circumstances, Tenants who are elderly (62 years or older) or disabled may be entitled to additional Tenant protections. See Chula Vista Municipal Code chapter [9.65](#) for more information.

For a Tenancy in a Residential Rental Unit subject to this Chapter existing before the effective date of this Chapter, the notice required above shall be provided to the Tenant directly or as an addendum to the lease or rental agreement no later than March 1, 2023. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after March 1, 2023, the notice required above shall be included as an addendum to the lease or rental agreement, or as a written notice signed by the Tenant, with a copy provided to the Tenant.

The provision of this notice shall be subject to California Civil Code Section [1632](#).

E. *Reporting Requirements.* Owners and Tenants shall provide City with information regarding termination of Tenancies at such time(s) and with such details as shall be required by City in the attendant Administrative Regulations. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.070 Requirements upon termination of a tenancy.

A. *Requirements Upon Termination of a Tenancy for At Fault Just Cause.* Before an Owner of a Residential Rental Unit issues a notice to terminate a Tenancy for At Fault Just Cause that is a curable lease violation, the Owner shall first give written notice of the violation to the Tenant including a description of the violation (or violations) and an opportunity to cure the violation pursuant to paragraph (3) of section [1161](#) of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the Tenancy.

B. *Requirements Upon Termination of a Tenancy for No-Fault Just Cause.* Upon termination of a Tenancy for No-Fault Just Cause, an Owner of a Residential Rental Unit shall provide notice and relocation assistance as follows:

1. *Tenancy in Unit in a Residential Rental Complex.* When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause, the Owner shall provide notice and relocation assistance to the Tenant as follows:

- a. *Notice to Tenant Required.* The Owner shall give written notice to the Tenant at least 30 or 60 days prior to the proposed date of termination as required by California Civil Code Section [1946.1](#), in no less than 12-point font of:
 - i. *Notice of Basis for No-Fault Just Cause Termination.* The Owner's decision to terminate the Tenancy and a description of the basis for said termination;
 - ii. *Notice of Right to Relocation Assistance.* The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within 15 calendar days of service of the notice; and
 - iii. *Notice of Right to Receive Future Offer.* The Tenant's right to receive an offer to renew the Tenancy in the event that the Residential Rental Unit is offered again for rent or lease for residential purposes within two years of the date the Residential Rental Unit was withdrawn from the rental market, and that to exercise such right, the Tenant: (a) must notify the Owner in writing within 30 days of the termination notice of such desire to consider an offer to renew the Tenancy in the event that the Residential Rental Unit is offered again for rent or lease for residential purposes; (b) furnish the Owner with an address or email address to which that offer is to be directed; (c) and advise the Owner at any time of a change of address to which an offer is to be directed;
 - iv. *Notice of Intended Occupant.* If the Tenancy is being terminated on the basis of an Occupant Owner or Occupant Owner's Family Member move in under CVMC [9.65.060\(C\)\(1\)](#), the written notice must identify the name or names and relationship to the Occupant Owner of the intended occupant. The written notice shall additionally include notification that the Tenant may request proof that the intended occupant is an Occupant Owner or related to the Occupant Owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents;
 - v. *Notice of Substantial Remodel or Demolition.* If the Tenancy is being terminated on the basis of a Substantial Remodel or Complete Demolition under CVMC [9.65.060\(C\)\(4\)](#), the following statement must be included in the written notice:

If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the

offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer.

The written notice shall additionally contain a description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be completely demolished, the expected date by which the property will be demolished, together with one of the following:

- (A) A copy of the permit or permits required to undertake the Substantial Remodel or demolition; or
- (B) If the Substantial Remodel is due to abatement of hazardous materials and does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the Substantial Remodel that reasonably details the work that will be undertaken to abate the hazardous materials.

The written notice shall additionally indicate that if the Tenant is interested in reoccupying the Residential Rental Unit following the Substantial Remodel, the Tenant shall inform the Owner of the Tenant's interest in reoccupying the Residential Rental Unit following the Substantial Remodel and provide to the Owner the Tenant's address, telephone number, and email address.

b. *Notice to City Required.* The Owner shall provide written notice to the City of the No-Fault Just Cause Termination of Tenancy no later than three business days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations. The City shall acknowledge receipt of the Owner's notice to City within three business days of City's receipt of such notice.

c. *Relocation Assistance Required.* The Owner shall, regardless of the Tenant's income or length of Tenancy, at the Owner's option, do one of the following to assist the Tenant to relocate:

- i. Provide a direct payment to the Tenant in an amount equal to the greater of: two months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the ZIP code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, or two months of actual then in effect contract rent under Tenant's lease. If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to the greater of: three months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the ZIP code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, or three months of actual contract rent; or

- ii. Waive in writing and not collect the payment by Tenant of then due or future rent otherwise due under the lease in an amount equivalent to the direct payment described in subsection [\(B\)\(1\)\(c\)\(i\)](#) of this section.

2. *Tenancy in Unit Not in a Residential Rental Complex.* When an Owner terminates a Tenancy of a Residential Rental Unit that is not in a Residential Rental Complex for No-Fault Just Cause, the Owner shall provide notice and relocation assistance to the Tenant as follows:

- a. *Notice to Tenant Required.* The Owner shall give written notice to the Tenant at least 30 or 60 days prior to the proposed date of termination as required by California Civil Code Section [1946.1](#), in no less than 12-point font of:
 - i. *Notice of Basis for No-Fault Just Cause Termination.* The Owner's decision to terminate the Tenancy and a description of the basis for said termination.
 - ii. *Notice of Right to Relocation Assistance.* The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within 15 calendar days of service of the notice; and
 - iii. *Notice of Intended Occupant.* If the Tenancy is being terminated on the basis of an Occupant Owner or Occupant Owner's Family Member move in under CVMC [9.65.060\(C\)\(1\)](#), the written notice must identify the name or names and relationship to the Occupant Owner of the intended occupant. The written notice shall additionally include notification that the Tenant may request proof that the intended occupant is an Occupant Owner or related to the Occupant Owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents.
 - iv. *Notice of Substantial Remodel or Demolition.* If the Tenancy is being terminated on the basis of a Substantial Remodel or Complete Demolition under CVMC [9.65.060\(C\)\(4\)](#), the following statement must be included in the written notice:

If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer.

The written notice shall additionally contain a description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be completely demolished, the expected date by which the property will be demolished, together with one of the following:

- (A) A copy of the permit or permits required to undertake the Substantial Remodel or demolition; or
- (B) If the Substantial Remodel is due to abatement of hazardous materials and does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the Substantial Remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

The written notice shall additionally indicate that if the Tenant is interested in reoccupying the Residential Rental Unit following the Substantial Remodel, the Tenant shall inform the Owner of the Tenant's interest in reoccupying the Residential Rental Unit following the Substantial Remodel and provide to the Owner the Tenant's address, telephone number, and email address.

b. *Notice to City Required.* The Owner shall provide written notice to the City of the No-Fault Just Cause Termination of Tenancy no later than three business days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations. The City shall acknowledge receipt of the Owner's notice to City within three business days of City's receipt of such notice.

c. *Relocation Assistance Required.* The Owner shall, regardless of the Tenant's income or length of Tenancy, at the Owner's option, do one of the following to assist the Tenant to relocate:

- i. Provide a direct payment to the Tenant in an amount equal to one month of actual then in effect contract rent under Tenant's lease; or
- ii. Waive in writing and not collect the payment by Tenant of then due or future rent otherwise due under the lease in an amount equivalent to the direct payment described in subsection [\(B\)\(2\)\(c\)\(i\)](#) of this section.

C. *Additional Requirements Upon Termination of a Tenancy for No-Fault Just Cause.* Upon termination of a Tenancy for No-Fault Just Cause, the following additional provisions shall also apply:

1. When more than one Tenant occupies a rental unit, and the Owner opts to provide direct payment of relocation assistance to the Tenants, the Owner may make a single direct payment to all Tenants named on the rental agreement.
2. The relocation assistance or rent waiver required by this section shall be in addition to the return of any deposit or security amounts owed to the Tenant.

3. Any relocation assistance or rent waiver to which a Tenant may be entitled to under this section shall be in addition to and shall not be credited against any other relocation assistance required by any other law.
4. If the Tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section may be recoverable by Owner as damages in an action to recover possession.
5. If the Tenancy is being terminated on the basis of an Occupant Owner or Occupant Owner's Family Member move in under CVMC [9.65.060\(C\)\(1\)](#) and the intended occupant fails to move into the Residential Rental Unit within 90 days after the Tenant vacates, or fails to occupy the Residential Rental Unit as their primary residence for at least 12 consecutive months, the Owner shall offer the unit to the Tenant who vacated it at the same rent and lease terms in effect at the time the Tenant vacated and shall reimburse the Tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the Tenant in connection with the written notice. If the intended occupant moves into the unit within 90 days after the tenant vacates but dies before having occupied the unit as a primary residence for 12 months, this will not be considered a failure to comply with this section or a material violation of this section by the Owner.
 - a. For a new tenancy commenced during the time periods described in subsection [\(C\)\(5\)](#) of this section, the unit shall be offered and rented or leased at the lawful rent in effect at the time any notice of termination of tenancy is served.
6. If a Residential Rental Unit in a Residential Rental Complex is offered for rent or lease for residential purposes within two years of the date the Tenancy was terminated, the Owner shall first offer the unit for rent or lease to the Tenant displaced from that unit by the No-Fault Just Cause termination if the Tenant: (a) advised the Owner in writing within 30 days of the termination notice of the Tenant's desire to consider an offer to renew the Tenancy, and (b) furnished the Owner with an address or email address to which that offer is to be directed. The Owner shall have the right to screen the Tenant using industry accepted methods and shall communicate such minimum screening criteria in the offer for the new Tenancy, subject to the terms of any attendant Administrative Regulations.
7. With regard to termination of a Tenancy of a Residential Rental Unit in a Residential Rental Complex on the basis of a withdrawal of the unit from the rental market, as described in CVMC [9.65.060\(C\)\(3\)](#), should the property that had been taken off the market be placed on the rental market again within two years of the termination of the Tenancy, then the Owner shall be liable to Tenant for the greater of: (i) six month's rent to the last tenant of the Residential Rental Unit at the rental rate in place at the time the rental unit is re-rented as set forth U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the ZIP code in which the Residential Rental Unit is located; or (ii) six months of actual then in effect contract rent under the Tenant's lease at time of termination. This section does not apply if the property is rented to Owner's Family Member, converted to another non-rental use, or sold or otherwise transferred to a bona fide third party during the two-year period.
8. Among other remedies applicable to Owner's failure to comply with the terms of this chapter, an Owner's failure to strictly comply with this section shall render the notice of termination void. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.080 Enforcement and remedies.

A. *Guiding Principles.* The City seeks to promote good relations between Owners and Tenants, and in furtherance of such goal, provides the following guiding principles:

1. Owners and Tenants should treat each other with respect, listen to each other, and make good faith efforts to informally resolve issues. If Owners and Tenants cannot informally resolve issues, alternative dispute resolution and mediation programs should be voluntarily utilized.
2. If disputes are not able to be settled despite the use of dispute resolution or mediation programs, the primary enforcement mechanism is otherwise expected to be the Private Remedies set forth in subsection [\(D\)](#) of this section.
3. The City shall have the sole and unfettered discretion to determine if and when City will engage in City enforcement of this chapter. Owners and Tenants are highly encouraged to independently resolve disputes as set forth in subsections [\(A\)\(1\)](#) and [\(A\)\(2\)](#) of this section.

B. *General Provisions.*

1. The enforcement mechanisms and remedies specified in this section are cumulative and in addition to any other enforcement mechanisms and remedies available under federal, State, County, and City law for violation of this chapter or Code.
2. It shall be unlawful for any Person to violate any provision or fail to comply with the requirements of this chapter. Each day that a violation continues is deemed to be a new and separate offense.
3. Any waiver of the rights under this chapter shall be void as contrary to public policy.

C. *City Attorney Enforcement.*

1. *Alternative Remedies.* The City Attorney may require Owner and Tenant to participate in education programs related to Owner-Tenant issues, mediation, or an alternative dispute resolution program.
2. *Administrative Citations and Penalties.* The City Attorney or an Enforcement Officer may issue administrative citations or civil penalties in accordance with Chapter [1.41](#) CVMC for violation of any of the provisions of this chapter. Notwithstanding the foregoing, civil penalties for violations of CVMC [9.65.050](#) may be assessed at a rate not to exceed \$5,000 per violation per day. When a violation occurs, it is not required that a warning or notice to cure must first be given before an administrative citation or civil penalty may be issued.
3. *Civil Action.* The City, or the City Attorney on behalf of the People of the State of California, may seek injunctive relief to enjoin violations of, or to compel compliance with, this chapter or seek any other relief or remedy available at law or equity, including the imposition of monetary civil penalties. Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per day. The City may also pursue damages as set forth in CVMC [9.65.070\(C\)\(7\)](#).

4. *Criminal Violation.* An Owner who interferes or facilitates interference with a Tenant's peaceful enjoyment, use, possession or occupancy of a Residential Rental Unit by (a) threat, fraud, intimidation, coercion, or duress, (b) maintenance or toleration of a public nuisance, (c) cutting off heat, light, water, fuel, Wi-Fi, or free communication by anyone by mail, email, telephone/cell phone, or otherwise, or (d) restricting trade (including the use of delivery services for goods or food) or tradespersons from or to any such Tenant, shall be guilty of a misdemeanor punishable by a fine of not more than \$1,000 or imprisonment for a period of not more than six months, or by both a fine and imprisonment. At the sole discretion of the City Attorney, such violation may, in the alternative, be cited and prosecuted as an infraction.

5. *Subpoena Authority.* The City Attorney shall have the power to issue subpoenas for the attendance of witnesses, to compel their attendance and testimony, to administer oaths and affirmations, to take evidence, and to issue subpoenas for the production of any papers, books, accounts, records, documents or other items that may be relevant to the City Attorney's investigation, enforcement action, or prosecution. The City Attorney may exercise such powers prior to or following the commencement of any civil, criminal, or administrative action to the fullest extent allowed by law.

D. *Private Remedies.*

1. *Civil Action.* An aggrieved Tenant may institute a civil action for injunctive relief, actual money damages, and any other relief allowed by law, including the assessment of civil penalties in the amount of no less than \$2,000 and no more than \$5,000 per violation per day. If the aggrieved Tenant is Elderly or Disabled, additional civil penalties of up to \$5,000 per violation per day may be assessed at the discretion of the court. A Tenant may also pursue damages as set forth in CVMC [9.65.070\(C\)\(7\)](#).

a. An Owner who attempts to recover possession of a Residential Rental Unit in material violation of this chapter shall be liable to the Tenant in a civil action for actual damages. Upon a showing that the Owner has acted willfully or with oppression, fraud, or malice, an Owner shall be liable to the Tenant in a civil action for up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the Tenant against the Owner.

2. *Affirmative Defense.* A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer or other civil action.

3. *Attorney's Fees.* The court may award reasonable attorney's fees and costs to a party who prevails in any action described in subsections [\(D\)\(1\)](#) and [\(D\)\(2\)](#) of this section. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.090 Sunset Clause.

This chapter shall remain in effect until January 1, 2030, and as of that date is repealed unless otherwise extended by the City Council. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

The Chula Vista Municipal Code is current through Ordinance 3578, passed September 10, 2024.

Disclaimer: The City Clerk's Office has the official version of the Chula Vista Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.chulavistaca.gov](http://www.chulavistaca.gov)

[To be notified when additions, amendments, or revisions are made to the code, send your e-mail address to \(be sure to add "Chula Vista Municipal Code" in the subject line\) cpc@generalcode.com.](mailto:cpc@generalcode.com)

[Hosted by General Code.](#)

Article 8: Housing**Division 7: Residential Tenant Protections**

*(“Tenants’ Right to Know Regulations” added 3–30–2004 by O–19269 N.S.)
(Retitled to “Residential Tenant Protections” on 5-25-2023 by O-21647 N.S.;
effective 6-24-2023.)*

§98.0701 Purpose and Intent

The purpose and intent of this Division is to promote stability in the San Diego rental housing market and limit adverse impacts on displaced *tenants* forced to find replacement housing in the expensive and limited San Diego housing market. This Division protects the rights of *tenants* by requiring just cause for termination of a *tenancy* consistent with California Civil Code section 1946.2, limiting the grounds for termination of a *tenancy*, requiring greater *tenant* relocation assistance in specified circumstances, and providing additional *tenant* protections. The rights conferred by this Division are in addition to any existing rights provided to *tenants* by state or federal law.

*(“Purpose of Tenants’ Right to Know Regulations” added 3–30–2004 by O–19269 N.S.)
(Retitled to “Purpose and Intent” and amended 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)*

§98.0702 Definitions

For the purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

Buyout agreement means an agreement where the *landlord* pays the *tenant* money or other consideration to vacate the *residential rental property*. A *buyout agreement* does not include an agreement to settle a pending unlawful detainer action.

Buyout offer means any discussion or bargaining, whether oral or written, between a *tenant* and a *landlord* regarding the possibility of entering into a *buyout agreement*. A counteroffer by the *tenant* does not end discussion or bargaining of a *buyout offer*.

Commission means the San Diego Housing Commission.

Disabled means any person with a disability as defined in California Government Code section 12955.3, as may be amended.

Ch.	Art.	Div.	
9	8	7	1

Dwelling unit has the same meaning as in San Diego Municipal Code section 113.0103, as may be amended.

Family trust means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child (by blood or adoption), parent, grandparent, or grandchild (by blood or adoption).

Landlord means an *owner* and any person, acting as principal or through an agent, who has the right to offer *residential rental property* for rent, and includes a predecessor in interest to the *landlord*.

Lease means any lease, sublease, or agreement, written or oral, for the use and occupancy of *residential rental property*.

Natural person includes a natural person who is a settlor or beneficiary of a *family trust*; or if the *residential rental property* is owned by a limited liability company or partnership, a natural person with a 25 percent ownership in the *residential rental property*.

Non-profit transitional housing means temporary housing operated by a non-profit organization for up to 24 months with supportive services to individuals and families with the goal of interim stability and support to successfully move to and maintain permanent housing, which may cover housing costs and accompanying supportive services for program participants.

Owner means a *natural person* that has at least a 25 percent recorded ownership interest in the *residential rental property*; a *natural person* who has any recorded ownership interest in the *residential rental property* if 100 percent of the recorded ownership is divided among owners who are related to each other as sibling, spouse, domestic partner, child (by blood or adoption), parent, grandparent, or grandchild (by blood or adoption); or a *natural person* whose recorded interest in the *residential rental property* is owned through a limited liability company or partnership.

Residential rental property means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

Retaliation means any threat or any other adverse action against a *tenant* for exercising or attempting to exercise any right guaranteed under this Division.

Section 8 means *residential rental property* in which the *tenant* receives tenant-based housing assistance under Section 8 of the United States Housing Act of 1937, also known as the Housing Choice Voucher Program.

Senior means any person 62 years old or older.

Tenancy means the lawful right or entitlement of a *tenant* to continuously use or occupy a *residential rental property* for more than 30 days. A tenancy does not include a *lease* for a fixed-term of three months or less, including any extensions or renewals of that *lease* for a fixed-term of three months or less.

Tenant means a tenant, subtenant, lessee, sublessee, or any other natural person entitled to *lease* any *residential rental property*.

(“When Tenants’ Right to Know Regulations Apply” added 3–30–2004 by O-19269 N.S.)

(Retitled to “Definitions” and amended 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

(Amended 2-27-2024 by O-21769 N.S.; effective 3-28-2024.)

§98.0703 Exemptions

This Division shall not apply to the following types of *residential rental properties* or residential circumstances:

- (a) transient and tourist hotel occupancy as defined in California Civil Code section 1940(b), as may be amended;
- (b) short-term residential occupancy, as defined in and subject to Chapter 5, Article 10, Division 1 of this Code, as may be amended;
- (c) housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other document as affordable housing for persons and families of very low, low, or moderate income, as defined in California Health and Safety Code section 50093, as may be amended;
- (d) housing subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in California Health and Safety Code section 50093, as may be amended, or comparable federal statutes. This exemption shall not include *Section 8*;

- (e) mobilehomes subject to the Mobilehome Residency Law (California Civil Code sections 798-799.11), as may be amended;
- (f) housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in California Health and Safety Code section 1569.2, as may be amended, an adult residential facility, as defined in Title 22, Division 6, Chapter 6 of the Manual of Policies and Procedures published by the California Department of Social Services, as may be amended, or *non-profit transitional housing*;
- (g) dormitories owned and operated by an institution of higher education or an institution offering instruction to any grade from kindergarten through 12;
- (h) *residential rental property* in which the *tenant* shares bathroom or kitchen facilities with the *landlord* who maintains their principal residence at the *residential rental property*;
- (i) single-family residence occupied by the *landlord* as the *landlord's* principal place of residence, including both of the following:
 - (1) a residence in which the *landlord*-occupant rents or leases no more than two bedrooms, two accessory dwelling units, or two junior accessory dwelling units, as defined in section 113.0103; and
 - (2) a mobilehome.
- (j) a property containing two separate *dwelling units* within a single structure in which the *landlord* occupies one of the *dwelling units* as the *landlord's* principal place of residence at the beginning of the *tenancy*, so long as the *landlord* continues in occupancy;
- (k) housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome; and
- (l) *residential rental property*, including a mobilehome, that is alienable separate from the title to any other *dwelling unit*, provided that both of the following apply:
 - (1) The *landlord* is not any of the following:
 - (A) a real estate investment trust, as defined in California Internal Revenue Code section 856, as may be amended;

- (B) a corporation;
 - (C) a limited liability company in which at least one member is a corporation; or
 - (D) management of a mobilehome park, as defined in California Civil Code section 798.2, as may be amended.
- (2) The *tenants* have been provided written notice that the *residential rental property* is exempt from this Division using the following statement:

This property is not subject to the just cause requirements of Chapter 9, Article 8, Division 7 of the San Diego Municipal Code. This property meets the requirements of San Diego Municipal Code section 98.0703(l) and the landlord is not any of the following: (1) a real estate investment trust, as defined by California Internal Revenue Code section 856; (2) a corporation; (3) a limited liability company in which at least one member is a corporation; or (4) management of a mobilehome park, as defined in California Civil Code section 798.2.

For a *tenancy* existing before January 1, 2024, the notice required above may be provided in the *lease*. For a tenancy commenced or renewed on or after January 1, 2024, the notice required above shall be provided in the *lease*.

(“Exemptions” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§98.0704 Just Cause Required for Termination of Tenancy

A *landlord* shall not terminate a *tenancy* without just cause. For purposes of this Division, just cause includes at-fault just cause and no-fault just cause.

- (a) **At-Fault Just Cause.** At-fault just cause is any of the following:
- (1) a default in the payment of rent;
 - (2) a breach of a material term of the *lease*, as described in California Code of Civil Procedure section 1161(3), as may be amended, including violation of a provision of the *lease* after being issued a written notice to correct the violation;

- (3) the maintaining, committing, or permitting the maintenance or commission of a nuisance as described in California Code of Civil Procedure section 1161(4), as may be amended;
- (4) the committing of waste as described in California Code of Civil Procedure section 1161(4), as may be amended;
- (5) where the *tenant* has a written *lease* that terminated on or after June 24, 2023 and after receiving a written request or demand from the *landlord*, the *tenant* refused to execute a written extension or renewal of the *lease* for a substantially similar duration and with substantially similar provisions, provided the terms of the extension or renewal do not violate this Division or any other provision of law;
- (6) criminal activity by the *tenant* on the *residential rental property*, including any common areas associated with the *residential rental property*;
- (7) a criminal threat, as defined in California Penal Code section 422(a), as may be amended, by the *tenant* regardless of where made directed at the *tenant's landlord* or any other *tenant* of the *residential rental property*;
- (8) the *tenant's* assignment or sublet of the *residential rental property* in violation of the *tenant's lease*, as described in California Code of Civil Procedure section 1161(4), as may be amended;
- (9) the *tenant's* refusal to allow the *landlord* to enter the *residential rental property* as authorized by California Civil Code sections 1101.5 and 1954, as may be amended, and California Health and Safety Code sections 13113.7 and 17926.1, as may be amended;
- (10) the *tenant's* use of the *residential rental property* for an unlawful purpose as described in California Code of Civil Procedure section 1161(4), as may be amended;
- (11) where the *tenant* is an employee, agent, or licensee of the *landlord* and the *tenant* fails to vacate the *residential rental property* after their termination as an employee, agent, or licensee as described in California Code of Civil Procedure section 1161(1), as may be amended; and

- (12) when the *tenant* fails to deliver possession of the *residential rental property* after providing the *landlord* written notice as provided in California Civil Code section 1946, as may be amended, of the *tenant's* intention to terminate the *tenancy*, or the *tenant* makes a written offer to surrender the *residential rental property* that is accepted in writing by the *landlord*, but fails to deliver possession at the time specified in that written notice as described in California Code of Civil Procedure section 1161(5), as may be amended.
- (b) **No-Fault Just Cause.** No-fault just cause is any of the following actions taken by the *landlord* in good faith, meaning the *landlord* acts without ulterior motives and with honest intent:
 - (1) The *owner* seeks to recover possession to occupy the *residential rental property* for the *owner* or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent for a minimum of 12 continuous months as that person's primary residence.
 - (A) For *leases* entered into on or after June 24, 2023, section 98.0704(b)(1) shall apply only if the *tenant* agrees to the termination in writing or if the *lease* expressly allows the *owner* to terminate the *lease* if the *owner* unilaterally decides to occupy the *residential rental property* for the *owner* or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.
 - (B) For *tenancies* in effect prior to June 24, 2023, the addition of a provision allowing the *owner* to terminate the *lease* as described in section 98.0704(b)(1) to a new *lease*, renewed *lease*, or fixed-term *lease* constitutes a substantially similar provision for the purposes of section 98.0704(a)(5).
 - (C) Section 98.0704(b)(1) does not apply if the intended occupant occupies a rental unit on the property or if a vacancy of a similar unit already exists at the property.

- (D) The written notice terminating a *tenancy* for just cause under section 98.0704(b)(1) shall contain the name or names and relationship to the *owner* of the intended occupant. In addition, the written notice shall include notification that the *tenant* may request proof that the intended occupant is the *owner* or related to the *owner*. The *owner* shall provide *tenant* the proof upon request, which may include an operating agreement and other non-public documents.
- (E) Section 98.0704(b)(1) applies only if the intended occupant moves into the *residential rental property* within 90 days after the *tenant* vacates and occupies the *residential rental property* for at least 12 continuous months.
- (F) If the intended occupant does not occupy the *residential rental property* within 90 days after the *tenant* vacates or does not occupy the *residential rental property* for at least 12 continuous months, the *owner* shall offer the *residential rental property* to the *tenant* who vacated it at the same rent and *lease* terms in effect at the time the *tenant* vacated and shall reimburse the *tenant* for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the *tenant* in connection with the written notice terminating the *tenancy*.
- (G) If the intended occupant moves into the *residential rental property* within 90 days after the *tenant* vacates, but dies before having occupied the *residential rental property* as a primary residence for 12 continuous months, this will not be considered a failure to comply with section 98.0704(b)(1) or a violation of section 98.0704(b)(1) by the *owner*.
- (H) For a new *tenancy* commenced during the time periods in section 98.0704(b)(1)(E), the *residential rental property* shall be offered and rented or leased at the lawful rent in effect at the time any written notice of terminating a *tenancy* is served.
- (I) For purposes of section 98.0704(b)(1), intended occupant means the *owner* or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.

- (2) The *landlord* seeks to recover possession to withdraw the *residential rental property* from the rental market.
- (3) The *landlord* seeks to recover possession to comply with any of the following:
 - (A) an order issued by a government agency or court relating to habitability that requires vacating the *residential rental property* for at least 30 days. An order issued by a government agency or court relating to habitability that requires vacating the *residential rental property* for fewer than 30 days is not grounds to terminate a *tenancy* for just cause and a *landlord* may be required by applicable state or federal law to provide *tenant* relocation benefits;
 - (B) an order issued by a government agency or court to vacate the *residential rental property*; or
 - (C) a local ordinance that requires vacating the *residential rental property*.

If any government agency or court determines that the *tenant* is at fault for the condition or conditions triggering the order or need to vacate under section 98.0704(b)(3), the *tenant* shall not be entitled to any relocation assistance provided in section 98.0706(c).

- (4) The *landlord* seeks to recover possession to demolish or to substantially remodel the *residential rental property*.
 - (A) For purposes of section 98.0704(b)(4), substantially remodel means either of the following that cannot be reasonably accomplished in a safe manner with the *tenant* in place and that requires the *tenant* to vacate the *residential rental property* for at least 30 continuous days:
 - (i) the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency; or
 - (ii) the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

- (B) For purposes of section 98.0704(b)(4), a *tenant* is not required to vacate the *residential rental property* on any days where a *tenant* could continue living in the *residential rental property* without violating federal, state, or local laws regarding health, safety, and habitability. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the *residential rental property* vacated, do not qualify as substantial remodel.
- (C) If permits are required for the demolition or substantial remodel of the *residential rental property*, *landlord* shall:
- (i) post at the *residential rental property* a copy of the application for the necessary permits within three business days of submittal of the application; and
 - (ii) secure permits necessary for the demolition or substantial remodel of the *residential rental property* prior to issuing the written notice required in section 98.0704(b)(4)(D).
- (D) A written notice terminating a *tenancy* for just cause under section 98.0704(b)(4) shall include all the following, certified under penalty of perjury:
- (i) A statement informing the *tenant* of the *landlord's* intent to demolish or substantially remodel the *residential rental property*.
 - (ii) The following statement:

If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the landlord must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the landlord at the rental rate that was in effect at the time you vacated. You must notify the landlord within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the landlord of your acceptance of the offer.

- (iii) A description of the substantial remodel to be completed with the approximate expected duration of the substantial remodel or, if the *residential rental property* is to be demolished, the expected date by which the *residential rental property* will be demolished, together with the following:
 - (I) a copy of the permits necessary for the demolition or substantial remodel; or
 - (II) only if a notice is issued under section 98.0704(b)(4)(A)(ii) and the substantial remodel does not require any permit, a copy of the signed contract with the contractor hired by the *landlord* to complete the substantial remodel that reasonably details the work that will be undertaken to abate the hazardous materials as described in section 98.0704(b)(4)(A)(ii).
- (iv) A statement stating why the work cannot be reasonably accomplished in a safe manner with the *tenant* in place and requires the *tenant* to vacate the *residential rental property* for at least 30 continuous days.
- (v) A notification to *tenant* in compliance with section 98.0706(b)(1)(C).

(“Just Cause Required for Termination of Tenancy” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)
(Amended 2-27-2024 by O-21769 N.S.; effective 3-28-2024.)

§98.0705 Notice to Tenant of Residential Tenant Protections

- (a) A *landlord of residential rental property* subject to this Division shall provide written notice in no less than 12-point font to the *tenant*, and in a manner that complies with California Civil Code section 1632, as may be amended, that states as follows:

California law limits the amount your rent can be increased. See California Civil Code section 1947.12 for more information. Local law also provides that a landlord shall provide a statement of cause in any notice to terminate a tenancy. In some circumstances, tenants who are seniors (62 years or older) or disabled may be entitled to additional tenant protections. See Chapter 9, Article 8, Division 7 of the San Diego Municipal Code for more information.

- (b) A *landlord of residential rental property* subject to this Division shall include a copy of the Tenant Protection Guide with the written notice required by section 98.0705(a).

The *Commission* shall prepare and make available on the *Commission's* website a Tenant Protection Guide, which shall include educational information and resources for the *tenant* to understand their rights under this Division and state law, including the rights to quiet enjoyment and habitability of the *residential rental property*.

- (c) For a *tenancy* in a *residential rental property* subject to this Division existing before June 24, 2023, the notice required by section 98.0705(a) and the Tenant Protection Guide required by section 98.0705(b) shall be provided to the *tenant* directly or as an addendum to the *lease* within 90 days of June 24, 2023.
- (d) For a *tenancy* in a *residential rental property* subject to this Division commencing or renewed on or after June 24, 2023, the notice required by section 98.0705(a) and the Tenant Protection Guide required by section 98.0705(b) shall be included in the *lease*, or as a written notice signed by the *tenant* at the time the *lease* is signed, with a copy provided to the *tenant*.

(“Notice to Tenant of Residential Tenant Protections” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§98.0706 Requirements Upon Termination of Tenancy

- (a) Requirements Upon Termination of *Tenancy* for At-Fault Just Cause. If a *landlord* issues a termination notice for at-fault just cause, the *landlord* shall do the following:
- (1) Notice to *Tenant*. Before a *landlord* issues a notice to terminate a *tenancy* for at-fault just cause that is a curable lease violation, the *landlord* shall first give written notice of the violation including a description of the violation and an opportunity to cure the violation under California Code of Civil Procedure section 1161(3), as may be amended. If the violation is not cured within the time period in the notice, the *landlord* may terminate the *tenancy* without another opportunity to cure by serving a three-day notice to quit.
 - (2) Notice to *Commission*. The *landlord* shall provide written notice to the *Commission* of the at-fault just cause termination of *tenancy* under section 98.0704(a) no later than three business days after the date the *landlord* provided the required notice to *tenant*. Section 98.0706(a)(2) shall not apply until 30 days after the *Commission* establishes a submission portal and provides the public notice of its creation.
- (b) Requirements Upon Termination of *Tenancy* for No-Fault Just Cause. If a *landlord* issues a termination notice for no-fault just cause, the *landlord* shall do the following:
- (1) Notice to *Tenant*. The *landlord* shall give written notice to the *tenant* at least 30 or 60 days prior to the proposed date of termination as required by California Civil Code section 1946.1, as may be amended, in no less than 12-point font. The written notice shall contain the following:
 - (A) The *landlord* shall provide a description of the basis for the termination.
 - (B) The notice shall state the *tenant's* right to relocation assistance established in section 98.0706(c) by a direct payment to the *tenant* or rent waiver.

- (i) If the *landlord* elects to provide relocation assistance by a direct payment to the *tenant*, the notice shall state the amount of relocation assistance available to the *tenant* and that the *landlord* shall provide the payment within 15 days from the date of the notice.
 - (ii) If the *landlord* elects to provide relocation assistance by rent waiver, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the *tenancy*.
 - (C) The notice shall state the *tenant's* right to receive an offer to renew the *tenancy* established in section 98.0706(d) and 30 days to accept the offer in the event the *residential rental property* is offered again for rent or lease for residential purposes within five years of the date the *tenant* was evicted under sections 98.0704(b)(1), (3), or (4), and that to exercise such right, the *tenant*:
 - (i) shall notify the *landlord* in writing within 30 days of the termination notice of *tenant's* desire to receive an offer to renew the *tenancy*;
 - (ii) provide the *landlord* a mailing address or email address for the *landlord* to send the offer; and
 - (iii) provide the *landlord* a change of mailing address or email address.
 - (2) Notice to *Commission*. The *landlord* shall provide written notice to the *Commission* of the no-fault just cause termination of *tenancy* under section 98.0704(b) no later than three business days after the date the *landlord* provided the required notice to *tenant*. Section 98.0706(b)(2) shall not apply until 30 days after the *Commission* establishes a submission portal and provides the public notice of its creation.
- (c) Relocation Assistance for Termination of *Tenancy* for No-Fault Just Cause.
 - (1) The *landlord* shall, regardless of the *tenant's* income or length of *tenancy* and at the *landlord's* option, provide relocation assistance to the *tenant* by one of the following:

- (A) The *landlord* shall provide a direct payment to the *tenant*.
 - (i) Unless section 98.0706(c)(1)(A)(ii) applies, the direct payment to the *tenant* shall be in an amount equal to two months of actual rent under the *tenant's lease* in effect at the date of the notice.
 - (ii) If the *tenant* is a *senior* or *disabled*, the direct payment to the *tenant* shall be in an amount equal to three months of actual rent under the *tenant's lease* in effect at the date of the notice.
 - (B) The *landlord* shall waive, and not collect the payment by *tenant*, of any currently due or future rent under the *tenant's lease* at the time of the notice and through the remainder of the *tenancy* in an amount equal to the applicable direct payment as set forth in section 98.0706(c)(1)(A).
- (2) When more than one *tenant* occupies the *residential rental property* and the *landlord* elects to provide direct payment of relocation assistance to the *tenants*, the *landlord* may make a single direct payment to all the *tenants* named in the *lease*.
 - (3) The relocation assistance required by this Division shall not relieve the *landlord's* obligation to, and shall be in addition to, the return of any deposit or security amounts owed to the *tenant*.
 - (4) Any relocation assistance required by this Division shall be credited against any other relocation assistance required by any federal, state, or other local law.
 - (5) If a *tenant* fails to vacate after the expiration of the notice to terminate the *tenancy*, the actual amount of any relocation assistance provided under this Division may be recoverable by *landlord* as damages in an action to recover possession of the *residential rental property*.
- (d) Additional Requirement Upon Termination of a *Tenancy* for No-Fault Just Cause.

If a *residential rental property* is offered for rent or lease for residential purposes within five years of the date the *tenant* was evicted under sections 98.0704(b)(1), (3), or (4), *landlord* shall first offer to *lease* the *residential rental property* in writing to the *tenant* displaced from that unit by the no-fault just cause termination if the *tenant*:

- (1) advised the *landlord* in writing within 30 days of the termination notice of the *tenant's* desire to receive an offer to renew the *tenancy*; and
- (2) provided the *landlord* a mailing address or email address for the *landlord* to send the offer, including any change of mailing address or email address.

The *landlord* shall have the right to screen the *tenant* using industry accepted methods and shall communicate the minimum screening criteria in the written offer for the new *tenancy*. The *tenant* shall have 30 days from the date of receipt of the offer to accept.

- (e) In addition to other remedies applicable to *landlord's* failure to comply with this Division, a *landlord's* failure to strictly comply with section 98.0706 shall render void any notice of termination required by section 98.0706.

(“Requirements Upon Termination of Tenancy” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§98.0707 Buyout Agreements

It is the purpose and intent of section 98.0707 to regulate *buyout agreements* to increase the fairness of buyout negotiations and agreements, to ensure that *tenants* who enter into *buyout agreements* are aware of their rights, and to prevent *landlords* from contracting around the legal rights and remedies available to *tenants* under existing law.

- (a) Disclosure Prior to *Buyout Offers*. Prior to making a *buyout offer*, the *landlord* shall provide each *tenant* in a *residential rental property* a written disclosure that shall include the following:
 - (1) a statement that the *tenant* has a right not to enter into a *buyout agreement*;
 - (2) a statement that the *tenant* may choose to consult with an attorney before entering into a *buyout agreement*;

- (3) a statement that the *landlord* may not *retaliate* against the *tenant* for refusing to enter into or negotiate a *buyout agreement*;
 - (4) a statement that all *tenants* of a *residential rental property* may refuse to receive future *buyout offers* by providing *landlord* written notice of their refusal, which shall be effective for six months, and all *tenants* of a *residential rental property* may rescind the refusal to receive future *buyout offers* by providing *landlord* written notice of the rescission;
 - (5) a statement that the *tenant* is eligible for relocation assistance and the amount of the required relocation assistance in section 98.0706(c);
 - (6) the names of all people authorized to discuss the *buyout offer* and enter into a *buyout agreement* on the *landlord's* behalf;
 - (7) a space for each *tenant* to sign and write the date the *landlord* provided the *tenant* with the disclosure; and
 - (8) a space for the *landlord* to sign and write the date on which the *landlord* provided the *tenant* with the disclosure.
- (b) The *landlord* shall provide each *tenant* a fully executed copy of the disclosure form within three days of its execution and retain a copy of each signed disclosure form for five years, along with a record of the date the *landlord* provided the disclosure to each *tenant*.
- (c) Requirements for *Buyout Agreements*. The *landlord* shall comply with the following:
- (1) The *buyout agreement* shall be in writing.
 - (2) A copy of the *buyout agreement* shall be given to each *tenant* at the time the *tenant* signs the *buyout agreement*.
 - (3) The *buyout agreement* shall include the following statements in bold letters in at least 14-point font in close proximity to the space reserved for the signature of the *tenant*:
 - (A) You, the tenant, have a right not to enter into this buyout agreement.

- (B) If you, the tenant, are entitled to relocation assistance under federal, state, or local law, a buyout agreement for less than the amount of the relocation assistance to which you are entitled violates Chapter 9, Article 8, Division 7 of the San Diego Municipal Code and is void.
- (C) You, the tenant, may choose to consult with an attorney before signing this agreement.
- (4) If the *tenant* primarily negotiates the *buyout agreement* or *lease*, orally or in writing, in a non-English language, the *landlord* shall provide the *tenant* with an English and a translated version of the *buyout agreement* at the same time.

A *buyout agreement* that does not strictly comply with all the requirements of section 98.0707(c)(1)-(4) shall be void.

- (d) **Void Buyout Agreements.** *Buyout agreements* must be for an amount that is greater than the amount of relocation assistance available to the *tenant* in section 98.0706(c). A *buyout agreement* for less than the amount of relocation assistance owed to the *tenant* violates this Division and is void.
- (e) **No Waiver.** The provisions of section 98.0707 may not be waived by a *buyout agreement*. Any term of a *buyout agreement*, *lease*, contract, or other agreement which purports to waive or limit a *tenant's* rights under section 98.0707 is contrary to public policy, unenforceable, and void.

(“*Buyout Agreements*” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§98.0708 Retaliation Prohibited

A *landlord* shall not *retaliate* against a *tenant* for exercising any right provided by this Division or seeking the enforcement of this Division.

(“*Retaliation Prohibited*” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§98.0709 Remedies

- (a) A *tenant* claiming a violation of this Division may file an action against a *landlord* in a court of competent jurisdiction.
- (b) A *tenant* may seek injunctive relief, equitable relief, and money damages, including punitive damages, in a civil action against a *landlord* for a violation of this Division.

- (c) A *tenant* may raise, as an affirmative defense, any violation or noncompliance with this Division in any action by a *landlord* to recover possession of a *residential rental property*.
- (d) Any attempt by a *landlord* to recover possession of a *residential rental property* or any actual recovery of possession of a *residential rental property* in violation of this Division shall render the *landlord* liable to the *tenant* in a civil action for wrongful eviction for damages of not less than three times the actual economic damages.
- (e) Any *landlord* who fails to provide relocation assistance as required by section 98.0706(c) shall be liable to the *tenant* in a civil action for not less than three times the required relocation assistance and actual economic damages.
- (f) In the court's discretion, a *landlord* who attempts to recover possession of a *residential rental property* in material violation of this Division shall be liable to the *tenant* in a civil action for reasonable attorney's fees and costs.
- (g) The remedies under section 98.0709 are cumulative and may be used in addition to any other remedies in this Division or at law, statute, or ordinance.
- (h) The City may enforce this Division under Chapter 1, Article 2 of this Code, including civil and criminal remedies.

(“Remedies” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)
(Amended 2-27-2024 by O-21769 N.S.; effective 3-28-2024.)

§98.0710 Failure to Comply with Division

In addition to other remedies applicable to *landlord's* failure to comply with this Division, a *landlord's* failure to comply with any provision of this Division shall render void any notice of termination required by this Division.

(“Failure to Comply with Division” added 2-27-2024 by O-21769 N.S.; effective 3-28-2024.)

ARTICLE 5

JUST CAUSE FOR EVICTION ORDINANCE

(Added by Ord. No. 187,737, Eff. 1/27/23.)

Section

- 165.00 Title.
- 165.01 Findings and Declaration of Purpose.
- 165.02 Definitions.
- 165.03 Just Cause Evictions.
- 165.04 Applicability.
- 165.05 Notices.
- 165.06 Relocation Assistance.
- 165.07 Remedies.
- 165.08 Rent Adjustment Commission.
- 165.09 Relocation Assistance for Economic Displacement.
- 165.10 Severability.
- 165.11 Eviction Protections for Tenants Awaiting Disbursement of ULA ERAP Rental Assistance Payments.

SEC. 165.00. TITLE.

This Article shall be known as the Just Cause for Eviction Ordinance of the City of Los Angeles.

SEC.165.01. FINDINGS AND DECLARATION OF PURPOSE.

Displacement through arbitrary evictions affects the public health, safety and welfare of Los Angeles residents. Evictions destabilize communities by disrupting longstanding community networks, uprooting children from their schools, forcing low-income residents to pay unaffordable relocation costs, and pushing City residents away from important public services. Additionally, arbitrary evictions are a key driver of homelessness.

Approximately 76 percent of the multi-family rental units in the City of Los Angeles are regulated by the Rent Stabilization Ordinance (“RSO”), which protects renters from excessive rent increases and arbitrary evictions. The Tenant Protection Act of 2019 (“TPA”), codified at California Civil Code Sections 1946.2, 1947.12, and 1947.13, provides some protections against price gouging and evictions that did not previously exist for the approximately 138,000 households not covered by the RSO. Hundreds of thousands of Los Angeles households are not protected under either law.

Accordingly, the City adopts this Ordinance to provide just cause eviction protections to renters city-wide.

The TPA provides that municipalities may adopt protections after September 1, 2019, that are consistent and more protective than those provided under California Civil Code Section 1946.2. The local municipality must also make a binding finding that its ordinance is more protective than the provisions of Civil Code Section 1946.2. The City finds that this Ordinance is consistent with Civil Code Section 1946.2 and is more protective than Civil Code Section 1946.2 by further limiting the reasons for termination of a residential tenancy, providing for higher relocation assistance amounts, and providing additional tenant protections that are not prohibited by any other provision of law.

SEC. 165.02. DEFINITIONS.

The following words and phrases, whenever used in this Article, shall be construed as defined in this section.

Department. The Los Angeles Housing Department and any successor department.

Landlord. An owner, lessor, or sublessor (including any person, firm, corporation, partnership, or other entity) who is entitled to offer residential real property for rent, receive rent for the use or occupancy of residential real property, or maintain an action for possession of residential real property, or the agent, representative or successor of any of the foregoing.

Qualified Tenant. Any tenant who satisfies any of the following criteria on the date of service of the written notice of termination: aged 62 or older; handicapped as defined in Section 50072 of the California Health and Safety Code; disabled as defined in Title 42 United States Code § 423; or a person residing with and on whom is legally dependent (as determined for federal income tax purposes) one or more minor children.

Rent. The consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection

with the use or occupancy of residential real property, including, but not limited to, monies demanded or paid for the following: meals when required by the landlord as a condition of the tenancy; parking; furnishings; other housing services of any kind; subletting; or security deposits.

Residential real property. Any dwelling or unit that is intended for human habitation.

Tenant. A tenant, subtenant, lessee, sublessee or any other person entitled to use or occupancy of residential real property.

SEC. 165.03. JUST CAUSE EVICTIONS.

A landlord shall not terminate a tenancy unless it is based upon one or more of the following grounds:

A. The tenant has defaulted in the payment of rent to which the landlord is entitled; provided, however, that the landlord's right to evict a tenant lawfully in possession of residential housing under this subsection is limited to defaults in payment where the amount due exceeds one month of fair market rent for the Los Angeles metro area set annually by the U.S. Department of Housing and Urban Development for an equivalent sized rental unit as that occupied by the tenant. The written notice to the tenant required under Section 165.05 of this article shall state the number of bedrooms in the tenant's rental unit. **(Amended by Ord. No. 187,763, Eff. 3/27/23.)**

B. The tenant has violated a lawful obligation or covenant of the tenancy and has failed to cure the violation after having received written notice from the landlord, except when:

(1) The obligation requires the surrendering of possession upon proper notice.

(2) The obligation limits the number of occupants if the additional occupant is one or more minor dependent children or one adult. The landlord has the right to approve the additional adult occupant provided that approval is not unreasonably withheld.

(3) The obligation is based on a change in the terms of the tenancy that is not the result of an express written agreement signed by both of the parties. For purposes of this subsection, a landlord may not unilaterally change the terms of the tenancy under California Civil Code Section 827 and then evict the tenant for the violation of the added covenant unless the tenant has agreed in writing to the additional covenant. The tenant must knowingly consent, without threat or coercion, to each change in the terms of the tenancy. A landlord is not required to obtain a tenant's written consent to a change in the terms of the tenancy if the change in the terms of the tenancy is authorized by federal, state, or local law. Nothing in this paragraph shall exempt a landlord from providing legally required notice of a change in the terms of the tenancy.

(4) A landlord shall not change the terms of a tenancy to prohibit pets and then evict the tenant for keeping a pet kept and allowed prior to the change, unless the landlord can establish that the pet constitutes a nuisance and the nuisance has not been abated upon proper notice to the tenant.

C. The tenant is committing or permitting to exist a nuisance in or is causing damage to residential real property, appurtenances or common areas of residential real property, or is creating an unreasonable interference with the comfort, safety, or enjoyment of other residents of the rental complex or within a 1,000 foot radius extending from the boundary line of the rental complex.

D. The tenant is using or permitting use of residential real property, common areas, or an area within a 1,000 foot radius from the boundary line of the rental complex for an unlawful purpose. The term "unlawful purpose" does not include the use of housing accommodations that lack a legally-approved use or that has been cited for occupancy or other housing code violations.

E. The tenant had a written lease that terminated on or after the effective date of this Article, and after a written request or demand from the landlord, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this Article or any other provision of law.

F. The tenant has refused the landlord reasonable access to the residential real property for the purpose of making repairs or improvements, for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the residential real property to any prospective purchaser or mortgagee.

G. The person in possession of residential real property at the end of a lease term is a subtenant not approved by the landlord.

H. The landlord seeks in good faith to recover possession of residential real property for use and occupancy as a primary place of residence by:

(1) The landlord; or

(2) The landlord's spouse, domestic partner, grandchildren, children, parents, or grandparents; or

(3) A resident manager when a residential manager, janitor, housekeeper, caretaker, or other responsible person is required to reside upon the premises by law or under the terms of an affordable housing covenant or regulatory agreement.

Landlords seeking to recover possession under this subdivision must comply with the restrictions and requirements of Los Angeles Municipal Code Section 151.30.

I. The landlord seeks in good faith to recover possession of residential real property under the following circumstances:

(1) to demolish the residential real property.

(2) to substantially remodel the residential real property, provided the landlord has secured permits necessary to substantially remodel the residential real property from applicable government agencies, and served a copy of the permits with a written termination notice stating the reason for termination, the type and scope of the work to be performed, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work requires the tenant to vacate the residential real property for at least 30 days. "Substantially remodel" shall have the same meaning as the term defined in California Civil Code Section 1946.2.

(3) to withdraw the residential real property permanently from rental housing use when the landlord is withdrawing from rent or lease all residential real property on the same parcel of land.

J. The landlord seeks in good faith to recover possession of residential real property to comply with a court order or governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates vacating the residential real property.

K. The Secretary of Housing and Urban Development seeks to recover possession to vacate the property prior to sale and has complied with all tenant notification requirements under federal law and administrative regulations.

L. The residential real property is in a Residential Hotel, and the landlord seeks to recover possession to Convert or Demolish the unit, as those terms are defined in Article 7.1 of Chapter IV of this Code. A landlord may recover possession only after the Los Angeles Housing Department has approved an Application for Clearance under Article 7.1 of Chapter IV of this Code.

M. The landlord seeks to recover possession of residential real property for conversion to affordable housing accommodations.

"Affordable housing accommodations" means housing accommodations with a government imposed regulatory agreement that has been recorded with the Los Angeles County Recorder, or which shall be recorded within six months of the filing of an exemption pursuant to this subdivision with the Department, guaranteeing that the housing accommodations will be affordable to either lower income or very low income households for a period of at least 55 years, with units affordable only to households with an income at 60 percent of the Area Median Income or less. None of the subject housing accommodations shall be affordable only to households with incomes greater than 60 percent of the Area Median Income, as these terms are defined by the U.S. Department of Housing and Urban Development. "Lower Income or very low income households" is defined according with California Health and Safety Code Sections 50079.5 and 50105.

To recover possession of residential real property under this subdivision, the landlord must first obtain an exemption from the Department indicating satisfaction of the following conditions:

(1) the housing accommodations are only available to lower income or very low income households with none of the subject accommodations affordable only to households with income greater than 60% of Area Median Income; and,

(2) the rent levels conform to the amounts set by the U.S. Department of Housing and Urban Development, or the California Department of Housing and Community Development, as applicable, based on the public funding source for the subject accommodations.

The Department shall have the authority to revoke an exemption issued pursuant to this subdivision for failure to adhere to any of the conditions for an exemption set forth in this subdivision.

If the landlord fails to record a government imposed regulatory agreement within six months of the filing of the affordable housing exemption with the Department, and the landlord seeks to offer the residential real property for rent or lease, the landlord shall first offer to rent or lease the unit to the tenant displaced from that unit pursuant to this subdivision, provided that the tenant advised the landlord in writing within 30 days of displacement of the tenant's desire to consider an offer to renew the tenancy and provided the landlord with an address to which that offer is to be directed. The tenant may subsequently advise the landlord of a change of address to which an offer is to be directed. A landlord who re-offers the unit pursuant to the provisions of this subdivision shall deposit the offer in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant at the address furnished to the landlord as provided in this subdivision, and shall describe the terms of the offer. The displaced tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance to the Department or deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

N. The landlord seeks to recover possession of residential real property for conversion to non-residential use.

SEC. 165.04. APPLICABILITY.

This Article shall not apply until the expiration of an initial original lease or after six months of continuous and lawful occupancy, whichever comes first, or to the following types of residential real properties or residential circumstances:

(A) Rental units subject to the Rent Stabilization Ordinance.

(B) Transient and tourist hotel occupancy as defined in Subdivision (b) of California Civil Code Section 1940, unless the landlord violates California Civil Code Section 1940.1 to maintain transient occupancy status.

(C) Housing accommodations in any hospital, asylum, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(D) Housing accommodations in a fraternity or sorority house or any housing accommodation owned and operated by an institution of higher education, a high school, or elementary school for occupancy by students.

(E) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(F) A dwelling unit in a nonprofit stock cooperative while occupied by a shareholder tenant of the nonprofit stock cooperative.

(G) Housing accommodations in limited equity housing cooperatives, as defined in California Civil Code Sections 817 and 817.1, when occupied by a member tenant of the limited equity housing cooperative. However, if the cooperative acquired the property pursuant to California Government Code Section 54237(d), then all dwellings in the limited- equity housing cooperative shall be exempt from this Article.

(H) Housing accommodations in an Interim Motel Housing Project pursuant to Los Angeles Municipal Code Section 14.00 A.12. This exception shall apply only to housing accommodations that have been issued an exemption by the Department indicating satisfaction of the following conditions:

(1) the housing accommodations are subject to and operating in accordance with a Supportive Housing or Transitional Housing contract; and

(2) any tenant remaining in the housing accommodations at the commencement of the Supportive Housing or Transitional Housing contract shall be afforded all rights and protections provided by this Article.

The Department shall have the authority to revoke an exemption issued pursuant to this subdivision for failure to adhere to any of the conditions for an exemption set forth in this subdivision.

This exemption shall be deemed automatically revoked upon termination of the Supportive Housing or Transitional Housing contract or failure to operate in accordance with the Supportive Housing or Transitional Housing contract.

(I) Housing accommodations in a nonprofit facility that has the primary purpose of providing short term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and when the client has been informed in writing of the temporary or transitional nature of the housing at its inception.

(J) Housing accommodations in a nonprofit facility that provides a structured living environment that has the primary purpose of helping homeless persons obtain the skills necessary for independent living in permanent housing and when occupancy is restricted to a limited and specific period of time of not more than twenty-four (24) months and when the client has been informed in writing of the temporary or transitional nature of the housing at its inception.

(K) Occupancy in a housing accommodation leased by or otherwise paid for by a government entity or agency with the primary purpose of helping homeless persons obtain temporary or transitional housing.

(L) Housing accommodations owned and operated by the Los Angeles City Housing Authority, or housing accommodations owned, operated, or managed by any other government unit, agency, or authority and which are specifically exempted from municipal regulations on evictions by state or federal law or administrative regulation, or housing accommodations specifically exempted from municipal regulations on evictions by state or federal law or administrative regulation.

SEC. 165.05. NOTICES.

A. A landlord of residential real property subject to this Article shall provide notice of the protections of this Article as follows:

(1) For any tenancy commenced or renewed on or after the effective date of this Article as a written notice to the tenant.

(2) The landlord shall post a notification in a form prescribed by the Department in an accessible common area of the property.

B. In any action to recover possession of residential real property, the landlord shall serve on the tenant a written notice setting forth the reasons for the termination. The written notice shall be as described in Civil Code Section 1946 or Code of Civil Procedure Sections 1161 and 1161a. The notice shall be given in the manner prescribed by Code of Civil Procedure Section 1162 and must also comply with the following:

(1) When the termination of tenancy is based on any of the grounds set forth in Section 165.03 B. through 165.03 G., the termination notice must set forth specific facts to permit a determination of the date, place, witnesses and circumstances concerning the eviction reason.

(2) When the termination of tenancy is based on the grounds set forth in Section 165.03 H., the landlord shall file with the Department a declaration on a form and in the number prescribed by the Department identifying the person to be moved into the residential real property, the date on which the person will move in, the rent presently charged for the residential real property, and the date of the last rental increase. This declaration shall be served on the tenant in the manner prescribed by Code of Civil Procedure Section 1162. When filing the declaration, the landlord shall pay an administrative fee in the amount of \$75. The fee shall pay for the cost of administering and enforcing the provisions of Los Angeles Municipal Code Section 151.30.

(3) When the termination of tenancy is based on any of the grounds set forth in Section 165.03 I. or 165.03 K. through 165.03 N., the landlord shall file with the Department a declaration on a form and in the number prescribed by the Department stating the reason for eviction. This declaration shall be served on the tenant in the manner prescribed by Code of Civil Procedure Section 1162.

(4) When the termination of tenancy is based on the ground set forth in Section 165.03 J., then the landlord shall file with the Department a declaration on a form and in the number prescribed by the Department stating that the landlord intends to evict in order to comply with a court order or governmental agency's order to vacate residential real property. The landlord shall attach a copy of the order to this declaration. This notice shall be served on the tenant in the manner prescribed by Code of Civil Procedure Section 1162.

(5) A copy of any written notice terminating a tenancy shall be filed with the Department within three business days of service on the tenant.

SEC. 165.06. RELOCATION ASSISTANCE.

A. If the termination of tenancy is based on any of the grounds set forth in Sections 165.03 H. through 165.03 N., then the landlord shall pay relocation assistance to the tenant as follows:

(1) For tenants who resided at the residential real property for fewer than three years: \$19,400 to qualified tenants and \$9,200 to all other tenants;

(2) For tenants who resided at the residential real property for three years or longer: \$22,950 to qualified tenants and \$12,050 to all other tenants;

(3) For tenants whose household income is 80% or below Area Median Income (AMI), as adjusted for household size, as defined by the U.S. Department of Housing and Urban Development, regardless of length of tenancy: \$22,950 to qualified tenants and \$12,050 to all other tenants.

(4) The amounts of relocation in Sections 165.06 A.(1) through 165.06 A.(3) do not apply if lower relocation assistance is applicable under Los Angeles Municipal Code Section 151.30 E.

(5) Relocation fees owed to terminate tenancies under Section 165.03 K. or 165.03 M. shall be based on the applicable provisions of the Uniform Relocation Act, California Relocation Assistance Act, or the amounts set forth in this section, whichever is greater.

(6) When the residential real property is a single-family dwelling and the owner is a natural person, including natural persons who hold properties in a trust or registered legal entity controlled by that natural person, who owns no more than four dwelling units and a single-family home on a separate lot in the City of Los Angeles: one month's rent that was in effect when the landlord served the written notice to terminate the tenancy, as either a monetary payment or credit. Los Angeles Municipal Code Section 151.30 E. shall not apply.

(7) If more than one relocation assistance payment applies, the landlord shall pay the highest of the applicable payment. Nothing relieves the landlord from the obligation to provide relocation assistance pursuant to City administrative agency action or

any other provision of local, state or federal law. If a tenant is entitled to monetary relocation benefits pursuant to City administrative agency action or any provision of local, state or federal law, then those benefits shall operate as a credit against any fee required to be paid to the tenant under this section.

B. Tenants who claim eligibility based on their income shall file a statement with the Department verifying their income on a form prescribed by the Department.

C. Requests for a hearing to appeal a decision regarding a tenant's relocation assistance eligibility, including disputes about eligibility for higher relocation assistance based on a tenant's income, age, length of tenancy, family status or disability status, must be filed in writing on the form prescribed by the Department and received by the Department within 15 calendar days of the date of the Department's notification of its decision regarding tenant relocation assistance. The Department shall charge a fee of \$300 for any hearing request to pay for the cost of the appeal hearing.

D. The payment amounts shall be adjusted on an annual basis pursuant to the formula set forth in Los Angeles Municipal Code Section 151.06 D. The adjusted amount shall be rounded to the nearest \$50 increment.

E. Relocation assistance payments to the tenant shall be made as follows:

(1) The entire fee shall be paid to a tenant who is the only tenant in the residential real property.

(2) If the residential real property is occupied by two or more tenants, then each tenant shall be paid an equal, pro-rata share of the fee.

F. If the termination of tenancy is based on the grounds set forth in Section 165.03 H., 165.03 I., 165.03 J., 165.03 K., or 165.03 N., then the landlord shall also pay the City a fee for the purpose of providing relocation assistance by the City's Relocation Assistance Service Provider, as defined in Los Angeles Municipal Code Sections 47.06 B. and 47.07 B. The fee shall be \$840 for each unit occupied by a qualified tenant and \$522 for each unit occupied by other tenants, and an additional \$72 per unit to pay for the administrative costs associated with this service. The fees may be increased in an amount based on the Consumer Price Index – All Urban Consumers averaged for the first 12-month period ending September 30 of each year, as determined and published by the Los Angeles Housing Department on or before May 30, of each year, pursuant to Los Angeles Municipal Code Section 151.07 A.6. The Relocation Assistance Service Provider will provide the relocation assistance services listed in Los Angeles Municipal Code Sections 47.06 D and 47.07 D. These fees shall not be charged when Section 165.06 A.(6) applies.

G. The landlord shall perform the acts described in this section within 15 days of service of a written notice of termination described in California Civil Code Section 1946. The landlord may in its sole discretion elect to pay the monetary relocation benefits pursuant to this section to an escrow account to be disbursed to the tenant upon certification of vacation of the unit. The escrow account shall provide for the payment prior to vacation of all or a portion of the monetary relocation benefits for actual relocation expenses incurred or to be incurred by the tenant prior to vacation, including but not limited to security deposits, moving expense deposits and utility connection charges. Rent Adjustment Commission Regulations governing Relocation Assistance Escrow Accounts, Section 960.00, et seq., shall govern the establishment of escrow accounts, disbursements, disputes, and closure.

H. Any tenant subject to displacement because of a notice to vacate or other order requiring the vacation of an unpermitted dwelling unit in violation of the municipal code or any other provision of law, when the landlord has had a reasonable opportunity to correct the violation, shall be entitled to relocation payable by the landlord to the tenant within 15 days of service of the written notice of termination of the tenancy in accordance with this section.

I. No relocation assistance payment shall be required in the following circumstances:

(1) The landlord seeks in good faith to recover possession of the residential real property for use and occupancy by a resident manager, provided that the resident manager is replacing the existing resident manager in the same unit.

(2) The Department determines that the unit or structure became unsafe or hazardous as the result of a fire, flood, earthquake, or other event beyond the control of the owner or the designated agent and the owner or designated agent did not cause or contribute to the condition.

J. A landlord may offset the tenant's accumulated rent against any relocation assistance due under this section, unless the relocation assistance is owed because a termination of tenancy is required by a governmental agency order to vacate or comply issued for an unpermitted dwelling.

SEC. 165.07. REMEDIES.

In any action by a landlord to recover possession of residential real property, the tenant may raise as an affirmative defense the failure of the landlord to comply with this Article. In addition, any landlord who fails to provide monetary relocation assistance as required by Section 165.06 shall be liable in a civil action to the tenant to whom such assistance is due for damages in the amount the landlord has failed to pay, together with reasonable attorney fees and costs as determined by the court. Violations of this Article shall be a misdemeanor.

SEC. 165.08. RENT ADJUSTMENT COMMISSION.

The Rent Adjustment Commission shall have the authority to promulgate policies, rules and regulations to effectuate the purposes of this Article. All such rules and regulations shall be published once in a daily newspaper of general circulation in the City of Los Angeles, and shall take effect upon such publication.

The Commission may make such studies and investigations, conduct such hearings, and obtain such information as it deems necessary to effectuate the purposes of this Article.

SEC. 165.09. RELOCATION ASSISTANCE FOR ECONOMIC DISPLACEMENT.

(Added by Ord. No. 187,764, Eff. 3/27/23.)

A. A landlord of residential real property subject to this article shall provide the relocation assistance specified in this section to a tenant who elects to relinquish their tenancy following a proposed rental increase that exceeds the lesser of (1) the Consumer Price Index – All Urban Consumers, plus five percent, or (2) ten percent. For purposes of this subsection, the proposed rental increase, whether imposed as a single increase or payable periodically over a 12-month period, shall be calculated based on the highest legal monthly rate of rent established as of the date of the notice of rent increase, not any temporary, promotional, or discounted rent.

B. A landlord may offset a tenant's accumulated rent or other amounts due to the landlord against any relocation assistance payable under this section.

C. Except as otherwise provided in Paragraph D., the relocation assistance amount due under this section shall be three times the fair market rent in the Los Angeles Metro area for a rental unit of a similar size as established by the United States Department of Housing and Urban Development plus \$1,411 in moving costs. The Los Angeles Housing Department shall publish the required relocation amounts annually.

D. The relocation assistance amount due under this section from a landlord of a single-family residence shall be reduced to an amount equal to one month's rent (calculated at the rental amount payable by the tenant at the time of a written notice of a rent increase satisfying Section 165.09 A.) if the owner meets both of the following criteria: (1) the owner is a natural person or a natural person who holds the rental property in a trust or registered legal entity controlled by that natural person; and (2) the owner, and all trusts and legal entities controlled by the owner, owns a single-family dwelling unit and no more than four additional dwelling units in the City all of which are on a lot or lots separate from the single-family dwelling unit.

SEC. 165.10. SEVERABILITY.

(Added by Ord. No. 187,763, Eff. 3/27/23 and Ord. No. 187,764, Eff. 3/27/23.)

If any provision of this article is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this article which can be implemented without the invalid provisions, and to this end, the provisions of this article are declared to be severable. The City Council hereby declares that it would have adopted this article and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

SEC. 165.11. EVICTION PROTECTIONS FOR TENANTS AWAITING DISBURSEMENT OF ULA ERAP RENTAL ASSISTANCE PAYMENTS.

(Amended by Ord. No. 188,131, Eff. 3/8/24.)

No Landlord shall evict or endeavor to evict, in each case upon the grounds of non-payment of rent, any tenant who meets each of the following four criteria: (1) between September 19, 2023 and October 31, 2023 (2023 ULA ERAP), an application for residential rental assistance from the City of Los Angeles United to House Los Angeles Emergency Renters Assistance Program ("ULA ERAP") was filed with the Department; (2) the tenant has rental arrears accumulated between October 1, 2021 and January 31, 2023; (3) on or prior to May 31, 2024, the tenant is approved by the Los Angeles Housing Department for residential rental assistance from ULA ERAP and the rental assistance payment has not been disbursed to the Landlord yet; and (4) the eviction or default is based on solely nonpayment of rent. Nothing in this section prohibits any eviction, effort to evict, or notice of eviction on any grounds other than nonpayment of rent, all of which grounds are permitted, including those grounds specified in Section 151.09 A.2. through 14., or Section 165.03 B. through N. of this Code. Notwithstanding Section 165.04(A), the protections of this section shall apply to tenants of rental units subject to the Rent Stabilization Ordinance ("RSO") and to tenants of rental units not subject to the RSO.

In any action by a Landlord to recover possession of residential real property, the Tenant may raise as an affirmative defense the provisions of, or the failure of the Landlord to comply with, this section. The protections of this section shall be retroactive and to the extent permitted by applicable law a tenant may assert a Landlord's failure to comply with this section as a defense in any action to recover possession of real residential property filed before February 7, 2024, as well as in any such action filed on or after said date. The Los Angeles Housing Department shall encumber and approve release of all rental assistance payments due under the 2023 ULA ERAP on or before June 1, 2024, whereupon the provisions of this Section 165.11 shall terminate and be of no further force or effect.

URGENCY ORDINANCE NO. 23-06-U

AN UNCODIFIED URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAYWOOD IMPOSING A TEMPORARY MORATORIUM ON NO FAULT-SUBSTANTIAL REMODEL EVICTIONS FOR CERTAIN RESIDENTIAL TENANCIES AND DECLARING THE URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:

WHEREAS, the City of Maywood ("the City") is a general law city, incorporated under the laws of the State of California; and

WHEREAS, pursuant to its police power, the City may enact and enforce laws within its boundaries that promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws; and

WHEREAS, the Tenant Protection Act of 2019, Assembly Bill 1481 ("AB 1482"), among other things, prohibits an owner of residential real property from terminating a tenancy without "just cause" ("Eviction Control Provisions");

WHEREAS, AB 1482's Eviction Control Provisions are intended to "help families afford to keep a roof over their heads, and provide California with important new tools to combat our state's broader housing and affordability crisis;" and

WHEREAS, AB 1482's Eviction Control provisions expressly permit a landlord to evict a tenant in order to 'substantially remodel' the rental unit (Civil Code Section 1946.2(b)(2)(D)(i)) (hereinafter "Substantial Remodel Evictions")' and

WHEREAS, AB 1482's Eviction Control Provisions define "substantially remodel" to mean:

"the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days."

WHEREAS, AB 1483, therefore, permits a landlord to evict a tenant to "substantially remodel" the rental unit and then raise rents above AB 1482's rent caps when a new tenancy begins; and

WHEREAS, AB 1482's Eviction Control Provisions expressly authorize local agencies like the City of Maywood to adopt local ordinance that are "more protective" than

D. As the cost of housing in Southern California continues to rise, homelessness has become more prevalent. One of the most effective ways to address homelessness is to prevent individuals and families from becoming homeless in the first place. The City has various resources to assist families threatened with homelessness.

E. The City has determined through direct tenant complaints and information available on a regional basis, that tenants throughout the Los Angeles County region have reported experiencing a surge of eviction notices and threats of evictions premised on AB 1482's Substantial Remodel Eviction exception. In response to such threats and notices, other Los Angeles County cities, including the County of Los Angeles, the cities of Los Angeles, Long Beach, Claremont, South Pasadena, Pomona and Alhambra, have adopted urgency ordinances or are actively considering urgency ordinances aimed at protecting tenants from illegitimate Substantial Remodel Evictions and/or increasing the amount of tenant relocation assistance landlords must provide for Substantial Remodel Evictions. The City has also learned that some residential tenants in Maywood are experiencing this type of eviction for the alleged purpose of substantially remodeling their units.

Accordingly, the above facts, including those in the Recitals, constitute a current and immediate threat to the public peace, health and safety of the City, within the meaning of Government Code Section 36937(b). In light of these facts, the City Council finds that an urgency ordinance is necessary and essential to prevent the irreparable injury tenants and the community in general would suffer due to Substantial Remodel Evictions, including without limitation, housing insecurity and homelessness for the displaced tenants. The City Council declares that this urgency ordinance is necessary for the immediate preservation of the public peace, health and safety of the community.

Section 3. Temporary Moratorium on Certain "No Fault" Evictions. A temporary moratorium on no-fault evictions of certain residential tenants is hereby approved, adopted and imposed as follows:

A. **Moratorium.** During the period this moratorium is in effect, a landlord shall not terminate the tenancy of a residential tenant based on an intent to "substantially remodel" the residential real property or individual residential unit, as "substantially remodel" is defined in Section 1946.2(b)(2)(D) of the California Civil Code.

B. **Exceptions.**

1. This moratorium shall not apply to the termination of a tenancy if the tenant does not qualify for the protections of Assembly Bill 1482, as codified in Section 1946.2(a) of the California Civil Code.

2. This moratorium shall not apply to any type of residential real property or residential circumstance that is exempt from AB 1482's just cause eviction requirements as codified in Section 1946.2(e) of the California Civil Code.

3. This moratorium shall not apply to termination of tenancies so the property owner can perform work that meets AB 1482's definition of "substantial remodel"

and is necessary to bring the property into compliance with applicable codes and laws affecting health and safety of tenants of the building, or under an outstanding notice of code violations affecting the health and safety of tenants of the building. A tenancy shall not be terminated pursuant to this exception unless and until all of the following prerequisites have been met:

- a. Building permits and/or any other applicable permits have been secured and issued from the City of Maywood in advance prior to the issuance of any eviction notices;
- b. The tenant has been provided with copies of the permits; and
- c. The tenant has been provided with a written detailed account of the scope of work, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work cannot be completed within 30 days.

C. **Affirmative Defense.** If a landlord initiates an unlawful detainer (eviction) action against a residential tenant in the City of Maywood who is protected by this Urgency Ordinance, the tenant may assert this Urgency Ordinance as an affirmative defense in that action.

Section 4. Relationship to AB 1482. The City Council finds and declares that this Urgency Ordinance is more protective than Section 1946.2. Consistent with AB 1482 and as authorized by 1946.2(g), this Urgency Ordinance will temporarily prohibit certain no-fault evictions to allow the City time to study, develop and consider adoption of permanent requirements based on a property owner's intent to substantially remodel or demolish the residential real property.

Section 5. Effective Date and Applicability. This Ordinance is an urgency ordinance for the immediate preservation of the public peace, health, and safety within the meaning of Government Code Section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption by a four-fifths vote of the City Council. The provisions of this Urgency Ordinance shall apply to all residential rental units not specified in Section 3 to be exempt, including where a notice to vacate or to quit any rental unit has been served prior to, as of, or after the effective date of this Urgency Ordinance, but where an unlawful detainer judgment has not been issued as of the effective date of this Urgency Ordinance.

Section 6. Term of Urgency Ordinance. This Urgency Ordinance shall be in effect until September 28, 2023, unless further extended.

Section 7. Uncodified. This Ordinance shall not be codified.

Section 8. Inconsistent Provisions. Any provision of the Maywood Municipal Code or appendices that conflicts with the provisions of this Urgency Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Urgency Ordinance.

Section 9. Severability. If any section, subsection, sentence, clause, or phrase of this Urgency Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 10. California Environmental Quality Act. The City Council finds and determines that this Urgency Ordinance is not subject to the requirements of California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2), constituting an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and pursuant to Section 15060(c)(3) constituting an activity that is not a project as defined in Section 15378.

Section 11. Certification and Publication. The City Clerk shall certify to the passage and adoption of this Urgency Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Maywood at the regular meeting of this 28th day of June, 2023.



Frank Garcia, Mayor

ATTEST:



Andrea Aguilar, City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

I, Andrea Aguilar, City Clerk of the City of Maywood, do hereby certify that the foregoing Urgency Ordinance was adopted at a regular meeting of the City Council of the City of Maywood held on the 28th day of June, 2023, by the following vote:

AYES: TORRES, DE LA RIVA, MARQUEZ, AGUILUZ, GARCIA
NOES:
ABSTAIN:
ABSENT:



Andrea Aguilar, City Clerk

ARTICLE X. JUST CAUSE FOR EVICTION

17.106 Termination of tenancy and applicability.

Notwithstanding any other law, if a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy, as described in SPMC [17.114\(a\)](#). For purposes of this Article X, “just cause” includes either “at-fault just cause” or “no-fault just cause” as defined in SPMC [17.107](#) and [17.108](#).

If any additional adult tenant has been added to the lease before an existing tenant had continuously and lawfully occupied the residential real property for 24 months, then this section shall only apply if either of the following is satisfied: (1) all of the tenants have continuously and lawfully occupied the residential real property for 12 months or more; (2) at least one tenant of multiple tenants has continuously and lawfully occupied the residential real property for 24 months or more. (Ord. No. 2351, § 3, 2021; Ord. No. 2384, § 2, 2023.)

17.107 At-fault just cause.

For purposes of this article, “at-fault just cause” includes any of the following:

- (a) Default in the payment of rent.
- (b) A breach of a material term of the lease, as described in paragraph (3) of Section [1161](#) of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- (c) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section [1161](#) of the California Code of Civil Procedure.
- (d) Committing waste as described in paragraph (4) of Section [1161](#) of the California Code of Civil Procedure.
- (e) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section [422](#) of the California Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
- (f) Assigning or subletting the premises in violation of the tenant’s lease, as described in paragraph (4) of Section [1161](#) of the California Code of Civil Procedure.
- (g) The tenant’s refusal to allow the owner to enter the residential real property as authorized by Sections [1101.5](#) and [1954](#) of the California Civil Code, and Sections [13113.7](#) and [17926.1](#) of the California Health and Safety Code.
- (h) Using the premises for an unlawful purpose as described in paragraph (4) of Section [1161](#) of the California Code of Civil Procedure.
- (i) The employee, agent, or licensee’s failure to vacate after being terminated as an employee, agent, or a licensee, as described in paragraph (1) of Section [1161](#) of the California Code of Civil

Procedure.

(j) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in California Civil Code Section [1946](#) of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section [1161](#) of the California Code of Civil Procedure. (Ord. No. 2384, § 2, 2023.)

17.108 No-fault just cause.

For purposes of this article, "no-fault just cause" includes any of the following:

- (a) Intent to occupy the residential real property by the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents.
- (b) Withdrawal of the residential real property from the rental market.
- (c) (1) The owner complying with any of the following:
 - (A) An order issued by a government agency that red tags the residential real property or a rental unit on such property that necessitates vacating the property or unit or a court order relating to habitability that necessitates vacating the residential real property or a rental unit on such property.
 - (B) An order issued by a court to vacate the residential real property.
 - (C) A local ordinance that necessitates vacating the residential real property.
- (2) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under subsection (c)(1) of this section, the tenant shall not be entitled to relocation assistance as outlined in SPMC [17.110](#).
- (d) Intent to demolish the residential real property. (Ord. No. 2384, § 2, 2023.)

17.109 Just cause curable lease violation.

Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section [1161](#) of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy. (Ord. No. 2384, § 2, 2023.)

17.110 No-fault just cause tenant relocation assistance.

(a) (1) For a tenancy for which just cause is required to terminate the tenancy under this article, if an owner of residential real property issues a termination notice based on a "no-fault just cause" described in SPMC [17.108](#), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

- (A) Assist the tenant to relocate by providing a direct payment to the tenant as described in subsection (a)(3) of this section.

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for “no-fault just cause,” the owner shall notify the tenant of the tenant’s right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided herein, the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant’s rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subsection shall be credited against any other relocation assistance required by any other law.

(4) An owner’s failure to strictly comply with this subsection shall render the notice of termination void. (Ord. No. 2384, § 2, 2023.)

17.111 Tenant protections for necessary and substantial repairs.

(a) Necessary and substantial repairs (“necessary and substantial repairs”) shall not be a valid basis for a “no-fault just cause” termination of tenancy under SPMC [17.108](#). Necessary and substantial repairs include an owner’s undertaking in good faith of substantial repairs that are necessary to bring the residential real property and/or rental unit into compliance with housing, health, building or other applicable codes and laws and/or codes and laws affecting the health and safety of tenants of the building; replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit from a governmental agency; and the abatement of hazardous materials, including lead-based paint, mold or asbestos, in accordance with federal, state and local laws. Necessary and substantial repairs do not include cosmetic improvements.

(1) If the necessary and substantial repairs result in untenable conditions in the residential real property that require the tenant to temporarily vacate, the owner shall provide the tenant with relocation benefits as set forth in subsection (a)(5) of this section. Untenable conditions include the conditions described in California Civil Code Section [1941.1](#) and any other condition that renders the residential real property in violation of health, safety, and habitability codes and laws, including exposure of the tenant to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos or any other condition that makes the rental unit incapable of being safely occupied.

(2) The owner shall not commence necessary and substantial repairs unless the owner has obtained all necessary building permits from the city of South Pasadena and has provided written notice to the tenant that includes the tenant’s right to temporary relocation benefits pursuant to this section; a description of the repairs to be completed, the expected duration of the repairs, the expected duration of the temporary untenable conditions, and mitigation

measures to be taken; and a copy of the permits necessary to undertake the repairs. Notice shall be provided in the primary language of the tenant. If the abatement of hazardous materials does not require any permit, the owner shall provide with the written notice a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials. Written notice should be provided to the tenant at least 30 days prior to commencement of the necessary and substantial repairs. If the necessary and substantial repairs are in response to an emergency, then written notice shall be provided to the tenant as soon as practicable and in no event less than 24 hours prior.

(3) The owner shall mitigate untenable conditions resulting from necessary and substantial repairs either through actions to ensure that the tenant can safely remain in their rental unit as set forth in subsection (a)(4) of this section or by providing relocation benefits as set forth in subsection (a)(5) of this section. These two mitigation measures should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the necessary and substantial repairs.

(4) In order to mitigate temporary untenable conditions, if the tenant remains in their rental unit and in accordance with subsection (a)(3) of this section, the owner shall:

- (A) Provide mitigation measures that will meet the standards set forth in applicable housing, health, building and safety laws, unless temporary relocation benefits are provided;
- (B) Provide the tenant with notice of the scheduled construction hours;
- (C) Provide for protection of tenant's personal property during construction;
- (D) Provide for reasonable alternative parking for a tenant otherwise entitled to parking;
- (E) Provide for protection of tenants to exposure at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos;
- (F) Take reasonable steps to prevent the disruption of major systems during construction;
- (G) Take reasonable steps to limit noise and dust within the unit from construction;
- (H) Provide for the safe storage of construction equipment and materials;
- (I) Provide for the safe ingress and egress of tenant and tenant's guests;
- (J) Conform to permitted construction hours under this code or project permits; and
- (K) Post a notification to tenants 30 days prior to commencement of necessary and substantial repair activities in an easily observable location at or near tenant entrances, which notice shall state the expected duration of the construction work and briefly describe the nature of the work and mitigation measures to be taken, and shall remain posted throughout the course of construction. Such notice shall be in the primary language(s) of all tenants of the residential real property. If the necessary and substantial repairs are in response to an emergency, then written notice shall be provided to the tenant as soon as practicable and in no event less than 24 hours prior.

(5) When the necessary and substantial repairs necessitate that the tenant temporarily vacate the rental unit as described in subsections (a)(1) and (a)(3) of this section, the owner shall provide the tenant with the following temporary relocation benefits during the temporary displacement period:

(A) Owner shall advance to the tenant at the time that they vacate, based on a reasonable estimate of the displacement duration, and every 15 days thereafter as needed:

(i) A per-diem payment in an amount based on a daily rate equal to two times the daily pro rata portion of the rental rate of the tenant's rental unit plus an amount based on the most recent federal General Services Administration per-diem rates for Los Angeles County for meals and incidentals per tenant or occupant who is 12 years of age or older and is listed on the most current lease agreement.

(B) Owner shall have the option, in lieu of providing relocation assistance in accordance with subsection (a)(5)(A) of this section, of providing the tenant with comparable housing owned by the owner within the same building or in another building owned by owner at any time during the period of displacement, subject to the following:

(i) If the owner provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at the same comparable housing during the period of displacement.

(C) Owner shall pay the actual costs of moving and storage if tenant is required to remove personal property from the rental unit. Owner may provide a storage facility within a five-mile radius of tenant's rental unit.

(D) The displacement and relocation of a tenant pursuant to this subsection (a)(5) shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his/her/their rental unit upon the completion of the substantial and necessary repairs necessitating the tenant to temporarily vacate the rental unit.

(b) Option to Voluntarily Terminate Tenancy.

(1) If the temporary untenable conditions of a rental unit are projected to persist for 30 days or more, the tenant of the rental unit shall have the option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of SPMC [17.112](#), and the return of any security deposit that cannot be retained by the owner under applicable law.

(2) If the temporary untenable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant required by subsection (a)(2) of this section, the tenant's option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of SPMC [17.112](#) shall be renewed. (Ord. No. 2384, § 2, 2023.)

17.112 Tenant buyout agreements.

(a) Notice of Buyout Agreement. At the time owner provides notice to the tenant of the commencement of the necessary and substantial repairs as set forth in SPMC [17.111](#)(a)(2), owner shall provide notice of tenant's option to voluntarily terminate their tenancy pursuant to a tenant buyout

agreement. The notice shall be in the form approved by the housing division and owner shall include the exact manner in which owner should be contacted by tenant in order to receive a buyout agreement. Notice shall be provided in the primary language of the tenant.

(b) **Owner's Disclosure Prior to Buyout Offer.** At the same time a proposed buyout agreement is provided, the owner shall provide each tenant in the rental unit a written disclosure in the primary language of the tenant, on a form approved by the housing division, translated at the owner's expense, that shall include all of the following:

- (1) A statement that the tenant has a right not to enter into buyout negotiations or a buyout agreement;
- (2) A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;
- (3) A statement that the tenant may rescind the buyout agreement for up to five days after it is fully executed;
- (4) A statement that the tenant may contact the housing division for information about other buyout agreements in the tenant's neighborhood and other relevant information;
- (5) Any other information required by the housing division consistent with the purpose and provisions of this section; and
- (6) A space for each tenant to sign and write the date the owner provided the tenant with the disclosure notice.

(c) **Requirement for Buyout Agreements.** A buyout agreement that does not satisfy all the requirements of this section shall be deemed void and of no force or effect. In such case, the owner shall be required to provide the tenant temporary relocation assistance as set forth in SPMC [17.110](#).

- (1) The buyout agreement shall be in writing in the primary language of the tenant, translated at the owner's expense.
- (2) The buyout agreement shall include the following statement in bold letters in at least 12-point in close proximity to the space reserved for the signature of the tenant:
 - (A) "You, the tenant, may cancel this buyout agreement in writing at any time on or before the fifth (5th) day after all parties have signed this buyout agreement."
 - (B) "You have a right not to enter into a buyout agreement."
 - (C) "You may choose to consult with an attorney before signing this buyout agreement. The City of South Pasadena Housing Division may also have information about other buyout agreements in your neighborhood."
- (3) The owner shall specify in the buyout agreement the exact manner in which the tenant shall contact the landlord should the tenant decide to cancel or rescind the buyout agreement.

(d) The owner shall provide to the tenant a copy of the fully executed buyout agreement with proof of personal service within one day of owner's receipt of the fully executed buyout agreement.

(e) **Rescission of Buyout Agreement.** A tenant shall have the right to rescind a buyout agreement for up to five days after the fully executed buyout agreement with a proof of service is provided to the tenant. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or send by certified mail, return receipt requested, as specified in the buyout agreement, a statement to the owner indicating that the tenant has rescinded the buyout agreement. Owner shall provide written notice to the housing division within 10 days if the tenant has rescinded the buyout agreement.

(f) **Filing of Buyout Agreement and Disclosure Notice.** The owner shall file with the housing division a copy of the executed buyout agreement and disclosure notice, along with proof of service to the tenant of the buyout agreement as required in this section, within 10 days after the buyout agreement is executed by all parties. (Ord. No. 2384, § 2, 2023.)

17.113 Exemptions.

(a) This Article X shall not apply to the following types of residential real properties or residential circumstances:

- (1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section [1940](#) of the California Civil Code.
- (2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section [1569.2](#) of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.
- (3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades one to 12, inclusive, school.
- (4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
- (5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.
- (6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
- (7) Housing that has been issued a certificate of occupancy within the previous 15 years.
- (8) Residential real property that is alienable separate from the title to any other dwelling unit; provided, that both of the following apply:
 - (A) The owner is not any of the following:
 - (i) A real estate investment trust, as defined in Section 856 of the U.S. Internal Revenue Code.
 - (ii) A corporation.
 - (iii) A limited liability company in which at least one member is a corporation.

(B) The tenants have been provided written notice that the residential property is exempt from this section.

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low-, low-, or moderate-income, as defined in Section [50093](#) of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low-, low-, or moderate-income, as defined in Section [50093](#) of the California Health and Safety Code or comparable federal statutes. (Ord. No. 2384, § 2, 2023.)

17.114 Notices related to existence of provisions—Waiver and remedies.

(a) An owner of residential real property, with a tenancy existing prior to December 31, 2019, and subject to this section, shall provide written notice to the tenant as follows:

South Pasadena law provides that after a tenant has continuously and lawfully occupied a property for 12 months or more, or at least one tenant of multiple tenants has continuously and lawfully occupied the property for 24 months or more, the landlord must provide a statement of cause in any notice to terminate a tenancy.

The provision of the notice shall be subject to Section [1632](#) of the California Civil Code.

(b) Any waiver of the rights under this section shall be void as contrary to public policy.

(c) An owner's failure to strictly comply with this Article X shall render a notice of termination of a tenancy void and shall be an affirmative defense to an unlawful detainer action. (Ord. No. 2384, § 2, 2023.)

17.115 Definitions.

For the purposes of this Article X, the following definitions shall apply:

(a) "Owner" and "residential real property" have the same meaning as those terms are defined in Section [1954.51](#) of the California Civil Code.

(b) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease. (Ord. No. 2384, § 2, 2023.)

17.116 Administrative regulations.

To implement and enforce this Article X, the city manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Article X. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the city's website or made available by the city when so adopted. (Ord. No. 2384, § 2, 2023.)

December 4, 2024

ITEM TITLE: PRESENTATION AND FINANCIAL REPORT BY THE IMPERIAL BEACH ATHLETIC CLUB (IBAC) FOR THE 2024 SUMMER SERIES EVENTS. (1040-10)

ORIGINATING DEPARTMENT:

Parks & Recreation

EXECUTIVE SUMMARY:

On June 18, 2024, the City Council approved a special event application for the 2024 Imperial Beach Athletic Club (IBAC) 2024 Summer Series events that took place in July, September and October 2024. As part of the special event terms and conditions, the event organizer is required to return to the City Council with a formal presentation and financial report following the event.

RECOMMENDATION:

The recommendation is that the City Council accepts and files the presentation and financial report from the event organizer and provides further direction to staff.

OPTIONS:

- Accept and file the report; or
- Request additional information and an additional report; or
- Provide direction to the City Manager.

BACKGROUND/ANALYSIS:

On June 18, 2024, the City Council approved a special event application for the 2024 Imperial Beach Athletic Club (IBAC) 2024 Summer Series events that took place on July 20th and 21st, September 14th, October 5th and 6th. As part of the special event terms and conditions, the event organizer is required to return to the City Council with a formal presentation and financial report following the event. The presentation should include the number of attendees, benefit to the community, positive economic impact as a result of the event, beneficiary of funds, and overview of the event budget and outlook for future years. The event financial report and PowerPoint presentation are included in this report as Attachment 1.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The applicant requested fee waivers for eligible fees per the Special Event Fee Waiver and Sponsorship Policy. The City Council approved waving the event fees for the event on June 18, 2024 in the amount of \$1,725. The application fee, direct cost, and staff time are not eligible for a fee waiver or reduction per the Policy. The applicant has paid these fees in full.

ATTACHMENTS:

ATT 1 – IBAC Summer Series



Summer Sports Series 2024

Imperial Beach Athletic Club Mission Statement

To promote the general welfare and interest of its members. To gather together in the company of those in the Imperial Beach and South San Diego County area interested in sports activities for pleasure, recreation and competitive purposes. To promote and sponsor activities for the youth and the community of Imperial Beach and South San Diego County. To organize and sponsor athletic teams for competition in local, state and national sporting events.

Summer Sports Series 2024


IMPERIAL BEACH ATHLETIC CLUB
do it in the sand

**2024 6TH ANNUAL
CORNHOLE TOURNAMENT
WEEKEND 7/20-21/24**
ON THE BEACH AT THE END OF DAHLIA AVE
BLIND DRAW/DOUBLE ELIMINATION

ADULTS SAT JULY 20 REGISTRATION 7 AM TOURNEY 9 AM \$40 SIGNUP venmo @IBAC-1 CASH PRIZES 1st-3rd	KIDS SUN JULY 21 REGISTRATION 8 AM TOURNEY 10 AM FREE FOR ALL KIDS 7-17 EVERY KID GETS A PRIZE! BUSINESS SPONSORS \$100
---	---

SIGNUPS / SPONSORS / DONATIONS
PLEASE CONTACT 619-646-2225 619-755-6029

SPONSORED BY 


IMPERIAL BEACH ATHLETIC CLUB
do it in the sand

**2024 SIXTH ANNUAL
HORSESHOE TOURNAMENT**
ON THE BEACH

CHECK IN 8:30 **START TIME 10:00**

SATURDAY SEPT 14 ★ END OF ELM ST.
BLIND DRAW ★ DOUBLE ELIMINATION ★ 50/50 RAFFLE
REGISTRATION \$40 venmo @IBAC-1 LAST CODE #2038
SIGNUPS AND SPONSOR SIGNS CONTACT SHAWN 619-992-5433

SPONSORED BY 

SPONSORED BY 

IBAC OTL
6TH ANNUAL
OVER THE LINE
ED TEEL MEMORIAL

CORNER OF IMPERIAL BEACH BLVD & SEACOAST DR
SAT/SUN OCT 5-6 2024
CHECK-IN 7AM **START TIME 8AM**

OPEN DIVISION \$120 PER TEAM NO GLOVES ALLOWED	LADIES DIVISION \$60 PER TEAM GLOVES ALLOWED	BUSINESS DIVISION \$150 PER TEAM GLOVES ALLOWED <small>*ALL PLAYERS MUST BE EMPLOYEES. NO EXCEPTIONS. ENTRY FEE INCLUDES A BUSINESS SIGN TO BE DISPLAYED AT THE EVENT</small>
---	---	---

OPEN & LADIES DIVISIONS CONTACT DAVE SPENCER 619-730-9822
BUSINESS DIVISION CONTACT MEL ANTUNEZ 619-817-1031

DIVISION ☐ OPEN ☐ LADIES ☐ BUSINESS

TEAM NAME _____
PHONE/TEXT _____ E-MAIL _____
PLAYER 1 _____ PLAYER 2 _____
PLAYER 3 _____ PLAYER 4 _____
SIGN UP DATE _____ AMOUNT PAID _____ ☐ VENMO ☐ CASH ☐ CARD

SIGN UP WITH VENMO @IBAC-1 & USE YOUR TEAM NAME IN MEMO venmo @IBAC-1

Adult Cornhole - July 20



Adult Cornhole

- 98 participants
 - 50 residents
 - 48 non-residents

Supporting Businesses

- Ye Olde Plank Inn
- Scotty Burgers
- Mike Hess Brewing

Kids Cornhole - July 21

Kids Cornhole

- 76 participants
 - 61 residents
 - 15 non-residents



- Food and drinks were provided for all kids.
- Every kid received a raffle prize for participating.

Cornhole Budget



INCOME

• Registration	\$3,670
• Sponsors	\$1,200
• Merchandise	\$1,390
=	\$6,260

EXPENSES

• Permits	\$513
• Prize Money	\$600
• Medals	\$66
• Merchandise	\$636
• Food/Drinks	\$646
=	\$2,461

PROFIT = \$3,799

Horseshoe - September 14

Participants

- 54 participants
 - 24 residents
 - 30 non-residents

Supporting Businesses

- Mike Hess Brewing
- Ye Olde Plank Inn
- Scotty Burgers
- Champion Field Sports
- The Tin Fish



Horseshoe Budget



INCOME

• Registration	\$1,445
• Merchandise	\$400
• 5050 Raffle	\$107
	= \$1,952

EXPENSES

• Permits	\$513
• Prize Money	\$600
• Medals	\$66
• Merchandise	\$434
• Food/Drinks	\$151
	= \$1,764

PROFIT = \$188

Over the Line - October 5-6

Participants

- 60 participants
 - 13 Open Teams
 - 6 Business Teams

Supporting Business

- IB Forum Sports Bar



OTL Budget



INCOME

• Registration	\$2,500
• Merchandise	\$706
• 5050 Raffle	\$170
	= \$3,376

EXPENSES

• Permits	\$513
• Prize Money	\$600
• Medals	\$130
• Merchandise	\$903
• Food/Drinks	\$465
• Signs	\$60
	= \$2,671

PROFIT = \$705

Cornhole = \$3,799

Horseshoe = \$188

OTL = \$705



IMPERIAL BEACH ATHLETIC CLUB
do it in the sand

**2024 6TH ANNUAL
CORNHOLE TOURNAMENT
WEEKEND 7/20-21/24**
ON THE BEACH AT THE END OF DAHLIA AVE
BLIND DRAW/DOUBLE ELIMINATION

ADULTS SAT JULY 20
REGISTRATION 7AM TOURNEY 9AM

KIDS SUN JULY 21
REGISTRATION 8AM TOURNEY 10AM

\$40 SIGNUP venmo @IBAC-1
CASH PRIZES 1st-3rd

FREE FOR ALL KIDS 7-17
EVERY KID GETS A PRIZE!
KID RAFFLE DRAWING GREATLY APPRECIATED

BUSINESS SPONSORS \$100

SIGNUPS / SPONSORS / DONATIONS
PLEASE CONTACT 619-646-2225 619-755-6029

SPONSORED BY VYVERD FIBER, BATEMAN, WYVERD FIBER



IMPERIAL BEACH ATHLETIC CLUB

**2024 SIXTH ANNUAL
HORSESHOE TOURNAMENT**
ON THE BEACH

CHECK IN 8:30 **START TIME 10:00**

SATURDAY SEPT 14 ★ END OF ELM ST.
BLIND DRAW ★ DOUBLE ELIMINATION ★ 50/50 RAFFLE

REGISTRATION \$40 venmo @IBAC-1 LAST FEE \$25

SIGNUPS AND SPONSOR SIGNS CONTACT SHAWN 619-992-5433

SPONSORED BY VYVERD FIBER, BATEMAN, WYVERD FIBER



SPONSORED BY BATEMAN, WYVERD FIBER

IBAC OTL
6TH ANNUAL
OVER THE LINE
ED TEEL MEMORIAL

CORNER OF IMPERIAL BEACH BLVD & SEACOAST DR
SAT/SUN OCT 5-6 2024
CHECK-IN 7AM START TIME 8AM

OPEN DIVISION \$120 PER TEAM
NO GLOVES ALLOWED

LADIES DIVISION \$60 PER TEAM
GLOVES ALLOWED

BUSINESS DIVISION \$150 PER TEAM
GLOVES ALLOWED
*ALL PLAYERS MUST BE EMPLOYEES, NO EXCEPTIONS. ENTRY FEE INCLUDES A BUSINESS SIGN TO BE DISPLAYED AT THE EVENT

OPEN & LADIES DIVISIONS CONTACT DAVE SPENCER 619-730-9822
BUSINESS DIVISION CONTACT MEL ANTONY 619-817-1031

DIVISION ☐ OPEN ☐ LADIES ☐ BUSINESS

TEAM NAME _____
PHONE/TEXT _____ E-MAIL _____
PLAYER 1 _____ PLAYER 2 _____
PLAYER 3 _____ PLAYER 4 _____
SIGN UP DATE _____ AMOUNT PAID _____ ☐ VENMO ☐ CASH ☐ CARD

SIGN UP WITH VENMO @IBAC-1 & USE YOUR TEAM NAME IN MEMO venmo @IBAC-1

Summer Sports Series Profit Total = \$4,692

Contributions from Funds Raised

Spring Egg Hunt

- 10,000 Eggs
- 80 Prizes
- 400 Cars
- IB Parks & Rec
- IB Fire Department

Expenses = \$750



Contributions from Funds Raised



Mar Vista
Male & Female
Scholar
Athlete
Scholarships

Expenses =
\$1,000



Contributions from Funds Raised



Trunk or Treat

Candy &
Decorations

Expenses = \$300

Contributions from Funds Raised

Christmas Food & Toy Giveaway

- 13 Families
- 31 Kids
- Local Donations

Expenses = \$1,200



Contributions from Funds Raised

- Imperial Beach Little League \$500
- Imperial Beach Girls Softball \$500
- Mar Vista Baseball \$500
- Mar Vista Softball \$500
- Boys & Girls Club \$500
- San Diego Burn Institute \$500
- Paralympics Hockey \$500
- Margarita Volleyball \$200
- Individual Volleyball \$200

○ Total \$3,900

- Spring Egg Hunt \$750
- MV Scholar Athletes \$1,000
- Trunk or Treat \$300
- Christmas Toy Giveaway \$1,200

○ Total \$3,250

IBAC Total Community Donations \$7,150

Summer Sports Series Profits \$4,692

Questions?

December 4, 2024

ITEM TITLE: RESOLUTION 2024-086 AUTHORIZING RECEIPT OF HOUSING ACCELERATION PROGRAM FUNDS, BUDGET ADJUSTMENTS, AND PROFESSIONAL SERVICES AGREEMENTS WITH CITYTHINKERS, INC. FOR THE 13th STREET CORRIDOR IMPROVEMENT PLAN AND 4LEAF, INC. FOR PLANNING SERVICES. (0720-25

ORIGINATING DEPARTMENT:

Community Development

EXECUTIVE SUMMARY:

In 2023, the City of Imperial Beach successfully secured a grant from the San Diego Association of Governments' (SANDAG) Housing Acceleration Program (HAP) Cycle 2 to fund a comprehensive housing initiative. A key component of this initiative is the development of a 13th Street Corridor Improvement Plan. This plan will aim to improve the corridor by reducing Vehicle Miles Traveled (VMT), increasing housing options, promoting fair housing, and fostering a more vibrant community. Resolution No. 2024-086 authorizes the City to accept the grant funds, make necessary budget adjustments, and enter into a professional services agreement with Citythinkers, Inc. to develop the 13th Street Corridor Improvement Plan. A second part of the initiative is to hire temporary planning staff to expedite the review of development applications and support the 13th Street Corridor Improvement Plan.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2024-086 authorizing the City to accept the grant funds, make necessary budget adjustments, and enter into a Professional Services agreement with Citythinkers, Inc. to develop the Imperial Beach 13th Street Corridor Improvement Plan and expand pre-existing contract services with 4Leaf, Inc. for professional planning services.

OPTIONS:

- Adopt Resolution No. 2024-086; or
- Not adopt Resolution No. 2024-086 and provide further direction to staff.

BACKGROUND/ANALYSIS:

In July 2019, the California Legislature passed Assembly Bill (AB) 101, establishing the Local Government Planning Support Grant Program to provide regional governments with one-time state funding for planning activities to meet the 6th Cycle Regional Housing Needs Allocation (RHNA). With Regional Early Action Planning (REAP) funding, SANDAG developed the Housing Acceleration Program (HAP), which provides grants and technical assistance to local jurisdictions

to develop and adopt policies and process improvements to accelerate housing production. The program also promotes equity and sustainability in housing planning and production. REAP 2.0 was established as part of the 2021 California Comeback Plan under AB 140, which intends to build on the success of the initial REAP program and provides grants and technical assistance to local jurisdictions to complete projects in infill areas that contribute to RHNA goals, reduce per capita VMT, and Affirmatively Further Fair Housing.

In 2023, the City of Imperial Beach successfully secured a grant for \$650,000 from SANDAG's Housing Acceleration Program (HAP) Cycle 2 to fund a comprehensive housing initiative. A key component of this initiative is the development of a 13th Street Corridor Improvement Plan, which was allocated \$335,000 of the grant total. The grant aims to support projects that:

- Accelerate infill development to increase housing supply, choice, and affordability
- Affirmatively further fair housing practices
- Reduce vehicle miles traveled (VMT)

Imperial Beach 13th Street Corridor

The 13th Street Commercial Corridor presents a unique opportunity to enhance the quality of life in Imperial Beach. This stretch of road, extending from the Naval Outlying Landing Field (NOLF) to the northernmost point of 13th Street, offers the potential to create a more vibrant, pedestrian-friendly, and aesthetically pleasing community hub.

While the corridor is currently characterized by aging commercial centers in need of modernization and limited parking, its underlying infrastructure provides a solid foundation for transformation. By developing and implementing the 13th Street Corridor Improvement Plan, the City could revitalize the eastern portion of the community to create a more vibrant business climate and inviting destination for both residents and visitors.

The 13th Street Corridor Improvement Plan would conduct a thorough assessment of the existing corridor. The project aims to include policies and design criteria that would have a positive impact on travel behaviors by enhancing the connectivity of commercial uses and adjacent residences to the 13th Street corridor.

Furthermore, implementing a corridor improvement plan would:

- Catalyze redevelopment opportunities for adjacent properties
- Increase the available housing stock
- Create positive economic and social benefits
- Reduce VMT through multi-modal complete street designs
- Improve pedestrian access to public transit

Request for Qualifications/Proposals RFQ/P Process

On October 3, 2024, the City of Imperial Beach issued a Request for Qualifications/Proposals (RFQ/P) to find a qualified consultant or team to help develop the 13th Street Corridor Improvement Plan. This RFQ/P was advertised in the local newspaper, on Bidnet Direct (www.bidnetdirect.com), and on the City's website.

The City received four (4) qualified proposals, which were independently evaluated by the City's Selection Committee and ranked based on the criteria outlined in the RFQ/P. Two (2) principal firms were selected for formal interviews with the City's Selection Committee on November 12, 2024. After careful consideration, Citythinkers, Inc. was determined to be the most qualified firm to provide the services for the Project.

Resolution No. 2024-086, in part, authorizes the City Manager to enter into a professional services agreement with Citythinkers, Inc., with an amount of \$335,000 to develop a 13th Street Corridor Improvement Plan. The Plan tasks include:

- The Creation of a Work Plan
- A Corridor Assessment (Constraints and Opportunities Analysis)
- Outreach and Planning Coordination
- Developing a Draft IB 13th Street Corridor Improvement Plan
- Public Review Process
- Adoption of a Final Plan

Once a draft plan is complete, City staff will return to City Council to provide an update on the Project.

To further the housing initiative, the City will temporarily add planning staff to the Community Development Department. This staff will accelerate the review of development applications, aid in the 13th Street Corridor Improvement Plan, and put into action the Affirmatively Furthering Fair Housing (AFFH) measures detailed in the City's Housing Element. The City has a pre-existing contract with 4Leaf, Inc. for professional services.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The 13th Street Corridor Improvement Plan project costs \$335,000 with an additional \$315,000 allocated for increased staff planning expenses. The total of \$650,000 would be funded by the Housing Acceleration Program Grant for \$0 net effect.

FISCAL YEAR: 2024-2025 and 2025/2026

BUDGETED: \$650,000

BUDGET AMENDMENT Increase expenditures in account 214-1230-413.2006 (Professional Services) in the amount of \$650,000 using project number GRT091 and increase revenues in account 214-0000-334.4001 (State of CA Grants) in the amount of \$650,000 (for the HAP Grant).

ACCOUNT NO(S).: 214-1230-413.2006 (Expenditure); 214-0000-334.4001 (Revenue)

PROJECT NO(S).: GRT091 and subcategories GRT091-13ST (\$335,000) and GRT091-EXP (\$315,000)

FISCAL ANALYSIS:

CURRENT BUDGET: \$0

ANTICIPATED EXPENDITURE: \$650,000

ATTACHMENTS:

1. Resolution No. 2024-086

RESOLUTION NO. 2024-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, AUTHORIZING THE RECEIPT OF HOUSING ACCELERATION PROGRAM (HAP) CYCLE 2 FUNDS, APPROVING BUDGET ADJUSTMENTS, AND ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH CITYTHINKERS, INC TO DEVELOP A 13TH STREET CORRIDOR IMPROVEMENT PLAN FOR THE CITY OF IMPERIAL BEACH. ADDITIONALLY, THE RESOLUTION APPROVES AN AMENDMENT TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC.

WHEREAS, the San Diego Association of Governments (SANDAG) released the Housing Acceleration Program (HAP) call for projects in May of 2023, for approximately \$16 million in grants; and

WHEREAS, City staff submitted a full proposal for and was awarded the full award amount of \$650,000 to fund an Imperial Beach Housing Acceleration and Support Program, which included \$335,000 for the development of the Imperial Beach 13th Street Corridor Improvement Plan; and

WHEREAS, after a Request for Proposals/Qualifications was issued in accordance with Imperial Beach Municipal Code section 3.04.160, the City's Selection Committee considered four (4) proposals from qualified consultants to develop the 13th Street Corridor Improvement Plan; and

WHEREAS, the City recognizes that development of the Imperial Beach 13th Street Corridor Improvement Plan requires specialized knowledge of the City of Imperial Beach's community, policies, and urban form; and

WHEREAS, the City of Imperial Beach finds Citythinkers, Inc. has met the criteria of the RFQ/P, has experience with affordable housing design, land use policy and planning, urban design, zoning, and community outreach, among other disciplines, making Citythinkers, Inc. uniquely qualified among the consultants to have submitted proposals for the development of the Imperial Beach 13th Street Corridor Improvement Plan; and

WHEREAS, the City Council finds that the award of this contract is not a project as defined by the CEQA Guidelines Section 15378.

WHEREAS, the City desires to employ the services of a consultant, 4Leaf, Inc., to provide professional consultant services for the Community Development Department; and

WHEREAS, the City has an pre-existing contract with 4Leaf, Inc. for consultant services; and

WHEREAS, the consultant is an experienced and professional firm an has represented that consultant possesses the necessary qualifications to provide such services; and

WHEREAS, the City seeks an amendment to the Professional Services Agreement not to exceed amount of \$315,000; and

NOW, THEREFORE, THE CITY COUNCIL of the **City of Imperial Beach** resolves as follows:

1. The above recitals are true and correct.
2. The City Manager or designee is authorized to enter into, execute, and deliver a Standard Agreement for the amount of \$650,000, and any and all documents required or deemed necessary or appropriate to evidence and secure the Housing Acceleration Program (HAP) Cycle 2 grant, the City of Imperial Beach's obligations related thereto, and all amendments thereto (collectively, the "HAP Grant Documents").
3. The City shall be subject to the terms and conditions as specified in the Standard Agreement and any applicable grant guidelines published by the HAP grant. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the HAP and in accordance with the Standard Agreement.
4. The City Manager or designee is authorized to accept the Housing Acceleration Program (HAP) Cycle 2 grant funds from the San Diego Association of Governments (SANDAG) in the amount of six hundred and fifty thousand dollars (\$650,000) to fund an Imperial Beach Housing Acceleration and Support Program.
5. The City Manager or designee is authorized to enter into and execute a professional services agreement with Citythinkers, Inc. to develop the Imperial Beach 13th Street Corridor Improvement Plan for an amount not to exceed \$335,000.
6. The City Manager or designee is authorized to increase the amount of a pre-existing contract with 4Leaf, Inc. for an amount not to exceed \$315,000
7. The Finance Director is authorized to increase expenditures in account 214-1230-413.2006 (Professional Services) in the amount of \$650,000 using project number GRT091 and increase revenues in account 214-0000-334.4001 (State of CA Grants) in the amount of \$650,000 (for the HAP Grant).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 4th day of December 2024, by the following roll call vote:

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

PALOMA AGUIRRE, MAYOR

ATTEST:

JACQUELINE M. KELLY, MMC
CITY CLERK

December 4, 2024

ITEM TITLE: DESIGNATION OF MAYORAL AND CITY COUNCIL ASSIGNMENTS REQUIRING ELECTED OFFICIAL REPRESENTATION FOR 2025 (0410-50).

ORIGINATING DEPARTMENT:

City Clerk

EXECUTIVE SUMMARY:

In accordance with the Imperial Beach Municipal Code, the Mayor will represent the City in all regional public agencies which require an elected official unless otherwise determined by the City Council. Each year, the Mayor, in consultation with members of the City Council, reviews the need for representation by elected officials for various intergovernmental and other regional organizations. The Mayor and assigned Councilmembers attend the various meetings, seek input on key issues, and report relevant information to the full membership of the City Council at regular meetings of the City Council. The Mayor has communicated with members of the City Council and staff has prepared a list of the proposed assignments for consideration.

RECOMMENDATION:

Staff recommends that the City Council consider the proposal of the Mayor for City Council assignments for 2025.

OPTIONS:

- Approve the proposal of the Mayor for City Council assignments for 2025.
- Discuss alternative assignments and approval modifications to the proposal.
- Request additional information and an additional report (this action could impact representation at one or more of the regional organizations until the assignment is complete).

BACKGROUND/ANALYSIS:

In accordance with Section 2.08.030.D of the IBMC, the Mayor will “represent the City in all regional public agencies which require an elected City Official, unless otherwise determined by the City Council.” Each year the assignment list is reviewed by the Mayor, and in consultation with the members of the City Council, the assignments are designated. Considerations include availability of time, expertise with the subject matter, personal interests, and similar concerns.

Mayor Aguirre has proposed City Council assignments as indicated on Attachment 1. Approval of the 2025 City Council assignments will allow the intergovernmental, regional and local organizations to prepare for their regular meetings and other business.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

There is no fiscal impact associated with this report.

ATTACHMENTS:

ATT 1 - City Council Representation Assignments for 2025_DRAFT

**2025 CITY OF IMPERIAL BEACH
CITY COUNCIL REPRESENTATION ASSIGNMENTS**

Attachment 1

<p>SOUTH BAY MAYORS AND CITY MANAGERS COMMITTEE: National City, Chula Vista, Coronado, and San Diego meet to discuss mutual concerns relating to South Bay.</p> <p>Primary - Mayor Aguirre 1st Alternate – Mayor Pro Tem McKay <u>Seabury</u>*</p>	<p>Contact: Justine Talavera, Executive Assistant for Mayor & City Council 276 Fourth Avenue Chula Vista, CA 91910 italavera@chulavistaca.gov (619) 691-5044</p> <p>Location: Location rotates between the four cities.</p> <p>Meetings: Quarterly by the host city at 12:00 p.m. on the third Monday of the month.</p>
<p>SD DIVISION, CAL CITIES: A coalition of California cities meeting on issues of statewide concern.</p> <p>Primary – Councilmember Seabury <u>Mayor Aguirre</u> 1st Alternate – Councilmember McKay</p>	<p>Contact: Catherine Hill, Regional Public Affairs Manager San Diego Imperial Division Cal Cities PO Box 82081 San Diego, CA 92138-2081 (619) 733-1751 chill@cacities.org</p> <p>Location: Four Points Sheraton 8110 Aero Drive San Diego, CA 92123</p> <p>Meetings: Dates TBD</p>
<p>SD DIVISION, CAL CITIES – LEGISLATIVE SUB-COMMITTEE: A coalition of San Diego County cities that reviews and provides direction to the San Diego Division membership on bills pending before the Legislature.</p> <p>Primary – Councilmember McKay 1st Alternate – Vacant <u>Mayor Pro Tem Seabury</u>*</p>	<p>Contact: Catherine Hill, Regional Public Affairs Manager San Diego Imperial Division Cal Cities PO Box 82081 San Diego, CA 92138-2081 (619) 733-1751 chill@cacities.org</p> <p>Location: Four Points Sheraton 8110 Aero Drive San Diego, CA 92123</p> <p>Meetings: Not meeting regularly but on call of the Division President periodically.</p>
<p>CAL CITIES - COASTAL CITIES INTEREST GROUP A coalition of California cities meeting on statewide coastal issues.</p> <p>Primary – Councilmember McKay 1st Alternate – Mayor Pro Tem Seabury*</p>	<p>Contact: Melissa Sparks-Kranz, Legislative Affairs, Lobbyist Cal Cities 1400 K Street, 4th Floor Sacramento, CA 95814 msparkskranz@calcities.org (916) 658-8232</p> <p>Location: TBD - Conference calls and virtual meetings; periodic in person meetings at conferences.</p> <p>Meetings: TBD</p>
<p>METROPOLITAN TRANSIT SYSTEMS BOARD: Public transportation issues.</p> <p>Primary – Councilmember Leyba-Gonzalez 1st Alternate – Mayor Aguirre</p>	<p>Contact: Dalia Gonzalez, Executive Assistant and Clerk of the Board O: (619) 398-9561 C: (619) 288-9293 dalia.gonzalez@sdmts.com</p> <p>Location: 1255 Imperial Ave., Ste. 1000 San Diego, CA 92101-7490</p> <p>Meetings: The Board of Directors meetings generally occur on the 1st and 2nd Thursdays of each month at 9:00 a.m. \$150/meeting</p>
<p>SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) BOARD: The regional council of governments, which fosters cooperation on solving regional issues, such as transportation.</p> <p>Primary – Councilmember Fisher 1st Alternate – Councilmember McKay 2nd Alternate – Councilmember Leyba-Gonzalez</p>	<p>Contact: Francesca Webb, Clerk of the Board O: (619) 699-1985 (C): (619) 977-9294 ClerkoftheBoard@sandag.org</p> <p>Location: 401 B Street, Ste. 800 San Diego, CA 92101</p> <p>FAX: (619) 699-1995</p> <p>Meetings: 2nd Friday of each month at 10:00 a.m. and 4th Friday of each month from 9:00 a.m. to 12:00 p.m. (Except Nov and Dec which is on the 1st and 3rd Fridays due to holiday schedule).</p> <p>\$150 Board meeting/\$100 Regional Transportation Commission – held simultaneously with the SANDAG Board. \$100 Policy Advisory Committee (Appointments made by each sub-region) \$100 meetings attended on behalf of SANDAG within San Diego County and \$150 meetings attended on behalf of SANDAG outside San Diego County including per diem</p>

**2025 CITY OF IMPERIAL BEACH
CITY COUNCIL REPRESENTATION ASSIGNMENTS**

Attachment 1

<p>SANDAG – SHORELINE PRESERVATION WORKING GROUP: To advise SANDAG on issues related to the adopted Shoreline Preservation Strategy and opportunities for beach replenishment.</p> <p>Primary – Councilmember McKay <u>Mayor Pro Tem Seabury*</u> 1st Alternate – Mayor Aguirre <u>Vacant</u></p>	<p>Contact: Courtney Becker (619) 699-6942 Courtney.Becker@sandag.org</p> <p>Location: 401 B Street, Ste. 800 San Diego, CA 92101</p> <p>Meetings: Generally, meets quarterly on the first Thursday of the month from 11:30 a.m. to 1:30 p.m.</p>
<p>CHAMBER OF COMMERCE LIAISON:</p> <p>Primary – Mayor Aguirre 1st Alternate – Mayor Pro Tem Seabury*</p>	<p>Contact: Martin Mattes, President martin@yeoldeplankinn.com</p> <p>Location: 925 Seacoast Drive Imperial Beach, CA 91932</p> <p>Meetings: 4th Tuesday of each month at 6:00 p.m. except November & December</p>
<p>METRO WASTEWATER COMMISSION/JPA: Oversees the sewage system for the San Diego area and makes decisions regarding financial expenditures relating to the sewage system. Representative also serves on SANDIST (San Diego Area Wastewater Management District).</p> <p>Primary – Councilmember McKay Alternate – Councilmember Fisher</p>	<p>Contact: Lori Anne Peoples, Secretary to Metro JPA (619) 548-2934 (cell) lorimetrojpa@gmail.com</p> <p>Location: 9192 Topaz Way (PUD MOC II) Auditorium, San Diego, CA Mailing address P.O. Box 1072, National City, CA 91951</p> <p>Meetings: 1st Thursday of each month 12:00 p.m. - 1:30 p.m. \$158/meeting</p>
<p>JOB CORPS LIAISON: Community Relations Council</p> <p>Primary – Councilmember Leyba-Gonzalez Alternate – Councilmember Fisher</p>	<p>Contact: Brian Fischbach, Center Director (619) 429-2300 Fischbach.Brian@jobcorps.org</p> <p>Location: 1325 Iris Ave., Building 60 Imperial Beach, CA 91932</p> <p>Meetings: Once every quarter (notified in advance) at 11:30 a.m.</p>
<p>SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL (SCEDC): To encourage private investment in the South San Diego County region as well as to promote the cultural, educational, social, and geographic opportunities of the area.</p> <p>Primary – Mayor Aguirre 1st Alternate – Mayor Pro Tem Seabury*</p>	<p>Contact: James O'Callaghan, President & CEO (619) 424-5143 jim@southcountyedc.com South County Economic Development Council 710 E. 16th Street #472 National City, CA 91951</p> <p>Location: Pacific Southwest Association of Realtors 880 Canarios Ct., #100 Chula Vista, CA 91910</p> <p>Meetings: 1st Tuesday of each month Networking - 7:30 a.m., Meeting – 8:00 a.m.</p>
<p>SAN DIEGO COMMUNITY POWER JPA: To purchase power for the JPA communities that is price competitive and with a larger percentage of the power generated from renewable resource.</p> <p>Primary – Mayor Aguirre 1st Alternate – Councilmember Fisher</p>	<p>Contact: Maricela (Mari) Hernandez, Clerk of the Board (619) 732-0035 mhernandez@sdcommunitypower.org PO Box 12716 San Diego, CA 92112</p> <p>Location: Don L. Nay Port Administration Boardroom 3165 Pacific Highway San Diego, CA 92101</p> <p>Meetings: 4th Thursday of every month at 5:00 p.m. \$150 Board meeting/\$150 Finance & Risk Management meetings</p>

Cannabis Regulations Ad Hoc Sub-Committee

Councilmember Leyba Gonzalez
Mayor Pro Tem Seabury*

*City Council to consider Mayor Pro Tem Rotation at their meeting of 12/17/24