

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

Wednesday, January 15, 2025

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=2025>

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 PRESENTATION BY SAN DIEGO REGIONAL FIRE FOUNDATION. (0390-84)*
*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.f.
8.a APPROVAL OF CITY COUNCIL MEETING MINUTES. 5
Recommendation:
That the City Council approves the Regular Meeting Minutes of November 20, 2024.
8.b RATIFICATION OF WARRANT REGISTER FOR THE PERIOD FROM DECEMBER 7, 2024 TO JANUARY 3, 2025. (0300-25) 13
Recommendation:
Staff is seeking that the City Council ratify and file the Warrant Register Report.
8.c RECEIVE TREASURER'S REPORT FOR NOVEMBER 2024. (0300-90) 34
Recommendation:
Staff recommends that the City Council receive and file the November 2024 Treasurer's Report.

- 8.d **RESOLUTION 2025-001 CONTINUING THE PROCLAMATION OF A STATE OF LOCAL EMERGENCY RELATING TO IMPACTS FROM CROSS-BORDER POLLUTION IN THE TIJUANA RIVER (0150-40 & 0210-26).** 60
- Recommendation:**
Adopt Resolution No. 2025-001 to maintain a state of local emergency related to the cross-border pollution impacts from the Tijuana River and authorize the City Manager, Mayor, and Council members to work with local, State, Federal, and Mexican authorities to advance binational projects to improve conditions in the Tijuana River.
- 8.e **ADOPTION OF RESOLUTION NUMBER 2025-002 ACCEPTING THE SAN DIEGO REGIONAL FIRE FOUNDATION GRANT ALLOCATION OF \$65,342 IN THE FORM OF REIMBURSEMENT FOR THE PURCHASE OF SAFETY EQUIPMENT FOR FIREFIGHTERS AND LIFEGUARDS (0390-84).** 65
- Recommendation:**
That the City Council adopt Resolution No. 2025-002 accepting the San Diego Regional Fire Foundation Grant allocation of \$65,342 in the form of reimbursement for the purchase of safety equipment for Firefighters and Lifeguards.
- 8.f **RESOLUTION NO. 2025-003 ADDING THE FY25 INFORMATION TECHNOLOGY SERVER ROOM HVAC PROJECT TO THE CAPITAL IMPROVEMENT PROGRAM; APPROPRIATE \$110,000 TO THE PROJECT BUDGET; AND AWARD A CONTRACT TO TRANE TECHNOLOGIES FOR CONSTRUCTION OF THE PROJECT (0330-35).** 70
- Recommendation:**
Adopt Resolution No. 2025-003 to: (1) add the FY25 Information Technology Server Room HVAC Project (F25102) to the Imperial Beach Capital Improvement Program; (2) authorize the appropriation of \$110,000 to the Project budget; and (3) award a Public Works contract for a not to exceed amount of \$110,000 to Trane Technologies to construct the Project.
9. **ORDINANCES/INTRODUCTION & FIRST READING**
- 9.a **CONSIDER REPORT FROM AD HOC AND CONSIDERATION TO ADOPT URGENCY/REGULAR ORDINANCES TO ENACT A LOCAL JUST CAUSE ORDINANCE FOR TERMINATION OF RESIDENTIAL TENANCIES. (0660-95)** 73
- Recommendation:**
Receive report and consider adopting the urgency ordinance and/or introducing the regular ordinance to adopt a local just cause ordinance for termination of residential tenancies. Consider providing direction to Staff to research potential owner incentives to bring back to the Council for future consideration.
10. **PUBLIC HEARINGS**
None.
11. **REPORTS**

- 11.a **PRESENTATION AND FINANCIAL REPORT BY THE IMPERIAL BEACH CHAMBER OF COMMERCE FOR THE 2024 MILITARY APPRECIATION VETERANS DAY EVENT. (1040-10)** 201
- 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.
- 11.b **PRESENTATION AND FINANCIAL REPORT BY THE YE OLDE PLANK INN FOR THE 2024 WINTER COMES TO THE BEACH EVENT. (1040-10)** 208
- 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.
12. **I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS**
- None.
13. **ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)**
14. **CITY COUNCIL FUTURE AGENDA REQUESTS**
15. **ADJOURN REGULAR MEETING**

January 15, 2025

ITEM TITLE: APPROVAL OF CITY COUNCIL MEETING MINUTES.

ORIGINATING DEPARTMENT: City Clerk

RECOMMENDATION:

That the City Council approves the Regular Meeting Minutes of November 20, 2024.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

No fiscal impact associated with this report.

ATTACHMENTS:

ATT1 11-20-2024 Regular Meeting Minutes_DRAFT

**CITY OF IMPERIAL BEACH
CITY COUNCIL
REGULAR MEETING MINUTES**

**November 20, 2024, 6:00 p.m.
Council Chambers
825 Imperial Beach Boulevard
Imperial Beach, CA 91932**

Present: Mayor Aguirre, Mayor Pro Tem McKay, Councilmember Seabury,
Councilmember Fisher, Councilmember Leyba-Gonzalez

Staff: City Manager Foltz, Chief Administrative Officer Cortez-Martinez, City
Attorney Lyon, City Clerk Kelly, Finance Director Flyte

**The City Council also sits as the Imperial Beach Planning Commission, Public Financing
Authority, and Imperial Beach Redevelopment Agency Successor Agency.**

1. CALL TO ORDER

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

2. ROLL CALL

City Clerk Kelly took roll.

3. PLEDGE OF ALLEGIANCE

Councilmember Seabury led the Pledge of Allegiance.

4. REIMBURSEMENT DISCLOSURES/REPORTS ON ASSIGNMENTS AND COMMITTEES

Councilmember Leyba-Gonzalez

- SANDAG Board of Directors meeting
- Military Appreciation Day event
- SANDAG Border to Bayshore Bikeway Project Workshop
- MTS Board of Directors meeting
- Suncoast Farmers Market

Councilmember Fisher

- SANDAG Board of Directors meeting. He encouraged everyone to attend the next SANDAG Board of Directors meeting to provide comment supporting the resolution that the City sent to SANDAG.

Councilmember Seabury

- Military Appreciation Day event
- SANDAG Mobility meeting
- Southwestern College Ribbon Cutting for the Botanical Garden and Tennis Center
- San Diego County's Annual Tribal Flag Raising Ceremony
- Kiwanis Outstanding Student Achievement Award/Student of the Month is Bobby Vejar
- Suncoast Farmers Market at the Arts Bureau Mosaic table
- Pacific Southwest Association of Realtors Installation
- IB Chamber of Commerce Board meeting

Mayor Pro Tem McKay

- Metro Wastewater JPA Meeting
- Military Appreciation Day event
- SANDAG briefing
- Spoke before the City of Chula Vista City Council regarding a state of emergency resolution on the transboundary pollution issue which got approved unanimously
- Suncoast Farmers Market

Mayor Aguirre

- Military Appreciation Day event
- Beyond Borders Conference where she participated in a panel entitled The Tijuana River Conundrum
- Thanked Mayor Pro Tem for going to the City of Chula Vista Council meeting in her absence
- California Coastal Commission meeting in San Francisco. They wired a letter to President Biden requesting a declaration of emergency and sent a letter to the IBWC asking them to prioritize funding and fixes and expedite the timeline for construction of the International Wastewater Treatment Plant
- Attended the Tijuana River Valley Crisis Policy and Innovation Panel
- President Biden and Congress have put out an emergency funding request that includes funding to fix the international treatment plant

5. COMMUNICATIONS FROM CITY STAFF

City Manager Foltz announced the pier will be closed for maintenance and displayed the maintenance/closure schedule.

6. PUBLIC COMMENT

Leon Benham expressed concern about the long timeline for the IBWC plan to address the sewage issues, as well as the impact of the Otay Mesa East viaduct project in Mexico on the sewage problems affecting Imperial Beach.

Maria D. spoke about her personal experience facing eviction and pleaded with the City Council to provide stronger tenant protections.

Alberto Fernandez asked City Council to protect the residents by passing stronger tenant protection laws.

Joshua Lopez asked City Council to prioritize the well-being and interests of the community members over serving the interests of large corporations.

Gerri Wood-Hermann requested rent stabilization so landlords cannot increase rent more than once per year and no more than 3% of the rate of inflation, whichever is lower.

Valerie Fernandez requested help and support from the City Council, as she and her family face the prospect of being evicted during the holiday season.

Ignacio Martinez understood how difficult it must be to be evicted. However, he stated that rent control and regulations are too tough on small business landlords, as the true rate of inflation is much higher than 3%, making it impossible for them to keep up. He said the proposed solutions could have unintended consequences that end up harming small businesses and lead to further corporate takeovers. He also read a letter from his mother, Sheila Martinez, who said that rent control and relocation assistance laws would disproportionately harm the small, private landlords in Imperial Beach, compared to the large companies.

Truth spoke about having more empathy and understanding towards the Imperial Beach community, rather than dismissing it for the sewage issues. She commented that a similar issue at other beaches would have been solved very quickly. She spoke in support of installing a gateway sign to welcome people to Imperial Beach. She also spoke about the presidential election process which is determined by the Electoral College.

Heather England said her family is struggling financially and unable to find an affordable place in Imperial Beach. She appealed for help and urged City Council to consider families like hers when making decisions and to provide support.

Alexandria England spoke about the importance this community is to her, especially with her family's challenges, and encouraged the City Council to allow them to remain in their home, particularly during the holidays.

Philip Del Rio shared his personal struggle after being diagnosed with cancer, expressed deep concern about being evicted on January 31st as he cannot afford to move or rent elsewhere, and he called on the City Council to create laws against what the landlord is doing.

Olivia Fernandez expressed fear and anxiety about her family's impending eviction. She appealed to City Council for help to protect her family and others in similar situations. She emphasized that children and teenagers shouldn't have to worry about losing their homes while trying to focus on school.

Robert Lopo expressed concern over the harm to renters, especially those who face eviction and the uncertainty of finding housing. He also spoke about the rent increases he has experienced, emphasizing that higher rents only benefit property owners.

Gilbert Ivan Johnson urged City Council to advocate for change at the state and federal levels, highlighting incomes, especially disability benefits, are not keeping up with the rising cost of living. He spoke against corporate greed displacing vulnerable people and asked City Council to take action to stop evictions.

Brenda Bautista said that she and other tenants will be evicted for substantial remodels. She spoke in support of stronger tenant protections, citing cities like South Pasadena and Pasadena, where relocation fees are much higher to account for moving costs and tenant needs.

Robert Lucas urged the City Council to ban no-fault evictions, he called for stronger tenant protection laws similar to those in Pasadena, and urged the City Council to take a stand against corporate landlords to protect residents from eviction and rising rent.

Sandra Del Rio spoke about the emotional toll facing eviction has had on her family. She emphasized the unfairness of no-fault evictions, especially when the same units are quickly re-listed at higher rents after tenants leave. She urged City Council to seek a fairer approach to eviction laws and better protections for families like hers.

Jose Lopez urged action against no -fault evictions and stressed the need for stronger tenant protections.

Mico Miranda expressed her desire to remain in their home and community, rather than be displaced and separated from their support network and familiar environment.

Abril Gomez spoke about the stress her mother has been experiencing since receiving an eviction notice, and asked for City Council's support in finding a fair resolution that all can agree to.

Anthony Azul spoke in support of having stronger tenant protections.

Ana Preciado requested compassion and support for the Hawaiian Garden residents.

Rachel Orozco requested help from City Council.

7. PRESENTATIONS

7.a PRESENTATION ON THE PURE WATER SAN DIEGO PROGRAM BY SARAH BROWER, PROGRAM MANAGER WITH THE CITY OF SAN DIEGO. (0840-90)

Sarah Brower, Program Manager with the City of San Diego, gave a PowerPoint presentation on the item.

Truth criticized the program, questioning its practicality, cost-effectiveness, and reliability during emergencies.

City Council discussion ensued regarding the timeline, costs, regional collaboration, and regulatory considerations around the Pure Water San Diego program and its potential impacts on Imperial Beach.

8. CONSENT CALENDAR

Truth commented on the following items:

8c: She criticized other agencies for their overuse of emergency declarations for events she believed don't constitute true emergencies. She commented that the SANDAG item regarding the Otay Mesa East Toll, has no mention of the mitigation fund that was brought up by Councilmember Fisher. She encouraged the public to attend the upcoming SANDAG meeting.

8e: She expressed concerns about awarding the contract to Trane Technologies due to the company's past and current practices. She recommended seeking a different company for the project.

Motion by Councilmember Fisher

Seconded by Mayor Pro Tem McKay

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

AYES (5): Mayor Aguirre, Mayor Pro Tem McKay, Councilmember Seabury, and Councilmember Fisher, Councilmember Leyba-Gonzalez

Motion Carried (5 to 0)

8.a APPROVAL OF CITY COUNCIL MEETING MINUTES.

City Council approved the Regular Meeting Minutes of November 6, 2024.

8.b RATIFICATION OF WARRANT REGISTER FOR THE PERIOD FROM OCTOBER 26, 2024 TO NOVEMBER 8, 2024. (0300-25)

City Council ratified and filed the Warrant Register Report.

8.c RESOLUTION 2024-084 CONTINUING THE PROCLAMATION OF A STATE OF LOCAL EMERGENCY RELATING TO IMPACTS FROM CROSS-BORDER POLLUTION IN THE TIJUANA RIVER. (0150-40 & 0210-26)

Adopted Resolution No. 2024-084 to maintain a state of local emergency related to the cross-border pollution impacts from the Tijuana River and authorize the City Manager, Mayor, and Council members to work with local, State, Federal, and Mexican authorities to advance binational projects to improve conditions in the Tijuana River.

8.d SECOND READING & ADOPTION OF ORD. NO. 2024-1251 AMENDING TITLE 19 TO UPDATE THE CITY'S ZONING ORDINANCE FOR BY-RIGHT HOUSING DEVELOPMENT APPROVAL TO MEET STATE LAW & APPROVING THE LCP AMENDMENT & EXEMPTION PER CEQA GUIDELINES SECTION 15061(b)(3).(0660-95)

City Council conducted the second reading by title only, waived further reading, and adopt Ordinance No. 2024-1251 by title only approving the proposed amendment, Local Coastal Program Amendment (LCPA-23-0001) of Title 19 (Zoning) to allow by-right housing development approval consistent with Program 9 of the City's Housing Element to meet State Law and to update the City's density bonus ordinance to reflect changes in State Law; and finding and certifying that the proposed zoning amendment (Ordinance 2024-1251) is consistent with the Coastal Act; and finding an exemption pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (the common sense exemption).

8.e RESOLUTION NO. 2024-086 ADDING THE FY25 FIRE STATION HVAC PROJECT TO THE CAPITAL IMPROVEMENT PROGRAM; APPROPRIATE \$195,000 TO THE PROJECT BUDGET; AND AWARD A CONTRACT TO TRANE TECHNOLOGIES FOR CONSTRUCTION OF THE PROJECT. (0910-40)

Adopted Resolution No. 2024-086 to: (1) add the FY25 Fire Station HVAC Project (F25101) to the Imperial Beach Capital Improvement Program; (2) authorize the appropriation of \$195,000 to the Project budget; and (3) award a Public Works contract for a not to exceed amount of \$195,000 to Trane Technologies to construct the Project.

9. ORDINANCES/INTRODUCTION & FIRST READING

None.

10. PUBLIC HEARINGS

None.

11. REPORTS

11.a PRESENTATION AND FINANCIAL REPORT BY VW AIR COOLED FIESTA EN LA PLAYA CAR SHOW EVENT. (1040-10)

Dan Decker, Secretary of the San Diego Air Cooled Incorporated VW Car Club, gave a PowerPoint presentation on the item.

Councilmember Fisher expressed his strong appreciation and support for the VW Car Club's annual event at Imperial Beach.

Councilmember Seabury suggested for the club to create and sell a calendar featuring photos from the event.

Mayor Pro Tem McKay supported and appreciated the VW Car Club's annual event and their positive impact on the Imperial Beach community.

Mayor Aguirre shared her personal connection to Volkswagens and her strong appreciation for the VW Car Club's event, which she wants to see continue to grow in Imperial Beach.

Mayor Aguirre called a recess at 8:06 p.m. and called the meeting back to order at 8:12 p.m. with all Council Members present.

11.b REVIEW OF FISCAL YEAR 2023-24 AUDITED FINANCIAL STATEMENTS AND RELATED DOCUMENTS AND RESOLUTION NO. 2024-085 AUTHORIZING THE ALLOCATION OF FUND BALANCE AND AUTHORIZING NECESSARY ASSIGNMENTS, TRANSFERS, AND BUDGET AMENDMENTS. (0412-50 & 0310-90)

Finance Director Flyte gave a PowerPoint presentation on the item.

No public comments.

Mayor Pro Tem McKay appreciated the engaging financial presentation. He questioned the specific uses for the maintenance request and pension fund contributions, with an openness to potentially increase the pension fund amount.

Councilmember Fisher stated that he would be agreeable to making a motion to increase the pension fund contribution to \$300,000, rather than the \$200,000 originally proposed.

Director Flyte responded to Mayor Aguirre's questions about upcoming regulatory changes, recommendations for managing the pension liability, and the City's overall financial health, including the potential impacts of the sales tax decline.

Motion by Councilmember Fisher

Seconded by Mayor Pro Tem McKay

1. For the City Council and Board(s) to receive and file the Fiscal Year 2023-24 City of Imperial Beach Audited Financial Statements and related documents.
2. Adopt Resolution No. 2024-085 authorizing the allocation of fund balance and authorizing necessary assignments, transfers, and budget amendments.
3. Change the PARS Sec 115 trust fund amount from \$200,000 to \$300,000.

AYES (5): Mayor Aguirre, Councilmember Leyba-Gonzalez, Mayor Pro Tem McKay, Councilmember Seabury, and Councilmember Fisher

Motion Carried (5 to 0)

12. I.B. REDEVELOPMENT AGENCY SUCCESSOR AGENCY REPORTS

None.

13. ITEMS PULLED FROM THE CONSENT CALENDAR (IF ANY)

None.

14. CITY COUNCIL FUTURE AGENDA REQUESTS

None.

15. ADJOURN REGULAR MEETING

Mayor Aguirre adjourned the Regular Meeting at 8:44 p.m.

Jacqueline M. Kelly, MMC
City Clerk

Paloma Aguirre
Mayor

January 15, 2025

ITEM TITLE: RATIFICATION OF WARRANT REGISTER FOR THE PERIOD FROM DECEMBER 7, 2024 TO JANUARY 3, 2025. (0300-25)

ORIGINATING DEPARTMENT:

Finance

EXECUTIVE SUMMARY:

Staff is recommending that the City Council ratify the accompanying Warrant Register for the period from December 7, 2024, to January 3, 2025, in the amount of \$1,792,496.89.

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 regularly scheduled meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from December 7, 2024, to January 3, 2025, in the amount of \$1,792,496.89, 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:

<i>VENDOR</i>	<i>CHECK</i>	<i>DESCRIPTION</i>	<i>AMOUNT</i>
SAN DIEGO COUNTY SHERIFF	104484	OCT 2024 SHERIFF SERVICES	\$726,393.86

The following registers are submitted for Council ratification:

Accounts Payable:

DATE	CHECK NUMBER	AMOUNT(S)
12/12/2024	CK104409-CK104454	\$ 160,101.49
12/19/2024	CK104455-CK104497	841,964.70
12/20/2024	CK104498-CK104501	15,996.86
	Sub-Total	\$ 1,018,063.05

DATE	EFT/DRAFT NUMBER	AMOUNT(S)
12/9/2024	DFT0008919-38	\$ 70,723.99
12/17/2024	DFT0008992	200.00
12/20/2024	DFT0008953-54; DFT00062-81; DFT00086-89; DFT000091	181,006.64
	Sub-Total	\$ 251,930.63

Total reflected in the attached Expense Approval Report: **\$1,269,993.68**

Check Reversals/Voids:

DATE	CHECK/EFT NUMBER	AMOUNT(S)
N/A	N/A	\$
	Sub-Total	\$

Payroll Checks/Direct Deposits

DATE	CHECK/EFT NUMBER	AMOUNT(S)
12/19/2024	CK49218-222; EFT0000214	\$ 275,330.50
1/2/2025	CK49223-226; EFT0000215	247,172.71
	Sub-Total	\$ 522,503.21

TOTAL: \$ 1,792,496.89

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 –12.07.2024 – 01.03.2025

Expense Approval Report

By (None)

Payment Dates 12/7/2024 - 1/3/2025



Imperial Beach, CA

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
12/12/2024	104409	AARON N MORGAN	NOV 2024 (5.25 H) - CLASSIFICATION/COMP CONSULTANT	12/2/24	101-1130-412.2006		236.25
12/12/2024	104410	ADVANCED IMAGING SOLUT...	08/20/24-11/19/24 USAGE	37962852	101-1920-419.2017		999.81
12/12/2024	104410	ADVANCED IMAGING SOLUT...	10/20/24-11/19/24 LEASE	37962852	101-1920-419.2017		2,913.02
12/12/2024	104411	AGRICULTURAL PEST CONTR...	11/21/24 BIRD CONTROL SRVCS	775755	101-6040-454.2022	250063	500.00
12/12/2024	104412	APPLIED GEOGRAPHICS, INC	FY24-25 MAPGEO STUDIO - SUBSCRIPTION	10687	503-1923-419.2813		3,000.00
12/12/2024	104412	APPLIED GEOGRAPHICS, INC	FY24-25 MAPGEO SUBSCRIPTION - GOLD TIER	10688	503-1923-419.2813		4,000.00
12/12/2024	104413	AT&T DW HOLDINGS INC	NOV 2024 FIRSTNET MOBILE SPEC UNL AORCARDS/MIFI	287346095064X12082024	101-3020-422.2705		72.72
12/12/2024	104414	BEST BEST & KRIEGER, LLP	PROFESSIONAL STORM WATER SRVCS THROUGH 11/30/24	1015499	101-5050-435.2001		95.00
12/12/2024	104414	BEST BEST & KRIEGER, LLP	PROFESSIONAL STORM WATER SRVCS THROUGH 5/31/24	996996	101-5050-435.2001		1,765.72
12/12/2024	104415	BH SKATING PARKS LLC	SOCK SKATE RINK - SMALL TOWN EVENT - FINAL PYMT	997	101-6014-451.2808	250059	3,799.00
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 400 1/2 PALM AVE IRRIG	1015-210019027905 12/04/...	101-1910-419.2702		677.97
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 950 OCEAN LN	1015-210019276868 12/04/...	101-1910-419.2702		191.65
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 90 IMPERIAL BEACH BLVD IRRIG	1015-210019278093 12/04/...	101-6020-452.2702		48.24
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 1150 SEACOAST DR IRRIG	1015-210019278895 12/04/...	101-6020-452.2702		59.22
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 1234 SEACOAST DR IRRIG	1015-210019279782 12/04/...	101-6020-452.2702		48.24
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 1322 SEACOAST DR IRRIG	1015-210019357057 12/04/...	601-5060-436.2702		48.24
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 90 DESCANSO IRRIG	1015-210019359015 12/04/...	101-6020-452.2702		48.24
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 90 ENCANTO AVE IRRIG	1015-210019360534 12/04/...	101-6020-452.2702		81.22
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 105 IMPERIAL BEACH BLVD	1015-210019482014 12/04/...	101-1910-419.2702		172.35

Expense Approval Report

Payment Dates: 12/7/2024 - 1/3/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 981 2ND ST	1015-210019600799 12/04/...	101-6020-452.2702		888.75
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 170 PALM AVE 64154527	1015-220036553772 12/04/...	101-6020-452.2702		127.66
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 170 PALM AVE 60765844	1015-220036553789 12/04/...	101-6020-452.2702		94.67
12/12/2024	104416	CALIFORNIA AMERICAN WAT...	11/02/24-12/02/24 - 751 10TH ST IRRIG	1015-22004076680512/04/24	101-6020-452.2702		67.88
12/12/2024	104417	CALWEN INC.	SWIFTWATER PPE (10)	135770	101-3030-423.5004	250128	1,437.40
12/12/2024	104417	CALWEN INC.	SWIFTWATER PPE (10)	135770	101-3030-423.5004		113.40
12/12/2024	104417	CALWEN INC.	SWIFTWATER PPE (10)	135770	214-3020-422.5004	250128	12,936.60
12/12/2024	104418	CINTAS CORPORATION	11/26/24 FACILITIES MATS	4212907504	101-1910-419.2006	250067	34.84
12/12/2024	104418	CINTAS CORPORATION	11/26/24 PW UNIFORMS	4212907734	101-5020-432.2503	250036	301.15
12/12/2024	104419	CIVICPLUS, LLC.	12/14/24-12/13/25 IB WEBSITE HOSTING SUBSCRIPTION	318401	503-1923-419.2025		9,599.70
12/12/2024	104420	CMRTA, DIVISION IV	ANNUAL MEMBERSHIP 2024 CMRTA	3782	101-1210-413.2812		150.00
12/12/2024	104421	COUNTY OF SAN DIEGO	MPR EXTRACT & CHARACTERISTICS (6,200 RECORDS)	11/7/2024	503-1923-419.2104		125.00
12/12/2024	104422	COUNTY OF SAN DIEGO	MPR EXTRACT & CHARACTERISTICS (6,199 RECORDS)	10/8/2024	503-1923-419.2104		125.00
12/12/2024	104423	COUNTY OF SAN DIEGO RCS	NOV 2024 - SHERIFF RADIOS	25CTOFIBN05	101-3010-421.2125	250051	1,386.50
12/12/2024	104423	COUNTY OF SAN DIEGO RCS	NOV 2024 - FIRE RADIOS	25CTOFIBN05	101-3020-422.2125	250051	560.50
12/12/2024	104423	COUNTY OF SAN DIEGO RCS	NOV 2024 - MS RADIOS	25CTOFIBN05	101-3030-423.2125	250051	826.00
12/12/2024	104424	COX COMMUNICATIONS	11/22/24-12/21/24 - 495 10TH ST 001 3110 038384601	11/23/2024 4601	503-1923-419.2104		241.45
12/12/2024	104424	COX COMMUNICATIONS	11/25/24-12/24/24 - 825 IB BLVD 001 3110 039780701	11/25/2024 0701	503-1923-419.2104		900.00
12/12/2024	104424	COX COMMUNICATIONS	12/01/24-12/31/24 - 825 IB BLVD 001 3110 015533201	12-01-2024 3201	503-1923-419.2104		29.35
12/12/2024	104424	COX COMMUNICATIONS	12/01/24-12/31/24 - 825 IB BLVD 001 3110 108768102	12-1-2024 8102	503-1923-419.2104		35.32
12/12/2024	104425	DEPARTMENT OF JUSTICE	OCT 2024 EMPLOYEE FINGERPRINTS - APPS/FBI (2)	774180	101-1130-412.2104		49.00
12/12/2024	104426	EMPATHIA PACIFIC, INC.	JAN/FEB/MAR 2025 - EMPLOYEE ASSISTANC...	120884	101-1130-412.2006		942.00
12/12/2024	104427	EVARI GIS CONSULTING, INC.	NOV 2024 GIS HOSTING & SYSTEM SUPPORT	004-8015	503-1923-419.2025		700.00
12/12/2024	104427	EVARI GIS CONSULTING, INC.	DEC 2024 GIS HOSTING & SYSTEM SUPPORT	004-8016	503-1923-419.2025		700.00
12/12/2024	104428	FLYERS ENERGY LLC	11/27/24 - FUEL DELIVERY (1,200 GAS, 143 DSL)	24-233013	501-1921-419.2815		5,360.66

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12/12/2024	104428	FLYERS ENERGY LLC	11/27/24 - FUEL DELIVERY (700 GAS, 100 DSL)	24-237236	501-1921-419.2815		3,156.26
12/12/2024	104429	GLOBAL VILLAGE LANGUAGE...	TRANSLATING SERVICES - CITY COUNCIL CHAMBERS	13776	101-1020-411.2006		358.52
12/12/2024	104430	GO-STAFF, INC.	WE 12/01/24 CITY CLERK STAFF - E MONGE 35 HRS	325647	101-1020-411.2101		1,575.08
12/12/2024	104430	GO-STAFF, INC.	WE 12/01/24 PARKS TEMP STAFF - J TORRES 40 HRS	325648	101-6020-452.2101		1,293.36
12/12/2024	104431	GRAINGER	RAIN BOOTS FOR UNIFORM (8)	9323390725	101-3030-423.2503		731.13
12/12/2024	104432	IRIS GROUP HOLDINGS LLC	DEC 2024 - 10 PUMP STATIONS 24HR ALARM SYSTEM	157182477	601-5060-436.2023		465.15
12/12/2024	104433	JORGE A VELAZQUEZ J.R	TAEKWONDO - TEAM JUST 4 KICKS (2 CLASSES)	1232024TJ4K5	101-6010-451.2107		381.00
12/12/2024	104434	KANE, BALLMER & BERKMAN	SEP 2024 LEGAL SRVCS	28797	216-1240-413.2001		2,640.00
12/12/2024	104435	LESLIE SEIFERT	TRAVEL TO AND FROM CACEO CONFERENCE, LONG BEACH CA	12-02-2024	101-3070-427.2806		168.84
12/12/2024	104435	LESLIE SEIFERT	QUEEN MARY HOTEL, PARKING AND PRESERVATION FEE	74964	101-3070-427.2804		99.00
12/12/2024	104436	MARIANNA YAZMIN HAYES	FALL 2024 - MINI BALLET / TAP (17 ENROLLEES)	12324MH1	101-6010-451.2107		867.00
12/12/2024	104436	MARIANNA YAZMIN HAYES	FALL 2024 - MINI HIP HOP (14 ENROLLEES)	12324MH2	101-6010-451.2107		714.00
12/12/2024	104436	MARIANNA YAZMIN HAYES	FALL 2024 - HIP HOP BEG (5 ENROLLEES)	12324MH3	101-6010-451.2107		405.00
12/12/2024	104436	MARIANNA YAZMIN HAYES	FALL 2024 - BALLET BEG. (8 ENROLLEES)	12324MH4	101-6010-451.2107		648.00
12/12/2024	104437	MIKE G PHOTO	12/14/24 - PHOTOGRAPHER FEES (4 HRS)	121424	101-6014-451.2808		200.00
12/12/2024	104438	NV5 INC	OCT 2024 - USE-24-0024 473 7TH ST	418797	101-1230-413.2102		1,051.63
12/12/2024	104439	PARTY PALS GP	GENERATOR FOR JUMP HOUSES	24563A	101-6014-451.2808		275.00
12/12/2024	104440	PETER T. VINEY	PARKING AT THE CONFERENCE (CD)	555240423/556022004	101-3070-427.2804		65.00
12/12/2024	104441	PITNEY BOWES(PURCHASE P...	POSTAGE METER SUPPLIES - INK & TAPE STRIPS	1026449962	101-1920-419.2809		216.61
12/12/2024	104442	ROYAL ENTERTAINERS INC.	SNOWMAN/REINDEER - SMALL TOWN EVENT	33710973-2	101-6014-451.2808	250069	850.00
12/12/2024	104442	ROYAL ENTERTAINERS INC.	SNOWMAN/REINDEER - SMALL TOWN EVENT - FINAL PYMT	33710973-2	101-6014-451.2808	250069	250.00
12/12/2024	104443	SAMMY'S WOODFIRED PIZZA	REFRESHMENTS - OATH OF OFFICE	101	101-1020-411.2106	250137	1,270.63

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12/12/2024	104444	SDGE	10/31/24-11/29/24 - 170 PALM AVE-ELEC	0002 6464 5267 4 12/06/24	101-1910-419.2701		487.68
12/12/2024	104444	SDGE	10/30/24-11/27/24 - 755 DELAWARE ST	0020 2498 4701 7 12/04/24	601-5060-436.2701		133.02
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 425 IB BLVD 1- REC CTR GAS	0020 8169 2339 9 12/03/24	101-6010-451.2701		11.39
12/12/2024	104444	SDGE	11/01/24-11/30/24 - PALM BET 1ST/5TH D	0027 4196 9935 9 12/06/24	101-5010-431.2701		350.45
12/12/2024	104444	SDGE	11/01/24-11/30/24 - PALM/HWY 75 MAIN DIST D	0028 1987 1631 5 12/06/24	101-5010-431.2701		2,750.39
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 111 PALM AVE	0035 1619 2790 2 12/06/24	101-5010-431.2701		168.72
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 170 PALM AVE-GAS	0049 3035 3196 9 12/03/24	101-1910-419.2701		11.39
12/12/2024	104444	SDGE	10/26/24-11/25/24 - 1297 IB BLVD	0052 8034 0664 1 12/03/24	101-5010-431.2701		116.69
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 120 ELKWOOD AVE	0054 5795 0654 7 12/06/24	101-5010-431.2701		186.36
12/12/2024	104444	SDGE	10/30/24-11/27/24 - 1025 9TH STREET	0087 7382 3642 4 12/04/24	601-5060-436.2701		1,691.42
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 100 1/2 PALM AVE	0094 7600 1698 9 12/06/24	101-5010-431.2701		704.93
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 425 IB BLVD 3 - MINOR FIELD	2100 0097 9290 6 12/06/24	101-6020-452.2701		813.85
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 425 IB BLVD 1- FIELD A	2100 0097 9893 7 12/06/24	101-6020-452.2701		1,003.23
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 425 IB BLVD 2 - FIELD B	2100 0097 9997 6 12/06/24	101-6020-452.2701		1,199.91
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 425 IB BLVD B	2100 0098 0282 0 12/06/24	101-6010-451.2701		267.64
12/12/2024	104444	SDGE	09/31/24-10/30/24 - 425 IB BLVD 4 - MAJOR FIELD	2100 0098 0485 9 11/06/24	101-6020-452.2701		1,650.57
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 425 IB BLVD 4 - MAJOR FIELD	2100 0098 0485 9 12/06/24	101-6020-452.2701		844.68
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 427 IB BLVD - ST/PARK LIGHT	2100 0098 0734 0 12/06/24	101-6020-452.2701		213.59
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 425 IB BLVD 1- REC CENTER	2100 0098 1218 3 12/06/24	101-6010-451.2701		159.08
12/12/2024	104444	SDGE	10/31/24-11/29/24 - 425 IB BLVD A	2100 0098 1222 5 12/06/24	101-6010-451.2701		78.12
12/12/2024	104444	SDGE	10/30/24-11/27/24 - 849 ENCINA AVE	2100 0121 6790 6 12/04/24	101-6020-452.2701		12.30
12/12/2024	104445	SEACOAST INN L.P.	HALL RESERVATION - OATH OF OFFICE	12-17-2024	101-1020-411.2106	250136	600.00
12/12/2024	104446	SIGN IT	HUMAN TRAFFICKING AND SUBSTANCE ABUSE STICKERS	33894	101-6040-454.3002		128.22

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12/12/2024	104447	SOUTH COAST EMERGENCY ...	PART FOR FIRE ENGINE MAINTENANCE & REPAIR	1268	101-3020-422.2801		822.63
12/12/2024	104448	SOUTHWEST SIGNAL	NOVEMBER SIGNAL LIGHT INSPECTIONS	83866	101-5010-431.2104		720.00
12/12/2024	104449	STC TRAFFIC, INC.	SEP 2024 - CALLA AVE PARKING DESIGN	7491	101-5010-431.2006		3,395.00
12/12/2024	104449	STC TRAFFIC, INC.	SEP 2024 - PALM AVE ATP	7491	101-5010-431.2006	240134-R1	5,075.00
12/12/2024	104449	STC TRAFFIC, INC.	SEP 2024 - GENERAL SRVCS	7491	101-5010-431.2104		372.50
12/12/2024	104449	STC TRAFFIC, INC.	SEP 2024 - GENERAL SRVCS	7491	202-5016-531.2006		255.00
12/12/2024	104449	STC TRAFFIC, INC.	SEP 2024 - TRAFFIC SIGNAL SUPPORT	7491	202-5016-531.2006		320.00
12/12/2024	104450	SWRCB	FY25 ANNUAL PERMIT FEE-STORM WATER PERMIT RENEWAL	SW-0302323	101-5050-435.2813		18,196.00
12/12/2024	104451	U.S. TELEPACIFIC CORP	11/23/24-12/22/24 NETWORK REFRESH - RECURRING	183005154-0	503-1923-419.2104		1,253.40
12/12/2024	104451	U.S. TELEPACIFIC CORP	11/23/24-12/22/24 NETWORK REFRESH - NON-RECURRING	183005154-0	503-1923-519.2006	250052	93.64
12/12/2024	104452	URBAN SUSTAINABILITY DIR...	2025 USDN ANNUAL MEMBER DUES - C HELMER	3725	101-5050-435.2812		1,870.00
12/12/2024	104453	WSP USA ENVIRONMENT & I...	JUL-AUG 2024 SD BAY WQIP - SP2500	40119690	101-0000-221.0110	250075	18,770.17
12/12/2024	104453	WSP USA ENVIRONMENT & I...	JUL-AUG 2024 SD BAY WQIP - SP2500	40119690	101-5050-540.2006	250075	344.09
12/12/2024	104453	WSP USA ENVIRONMENT & I...	JUL-AUG 2024 TIJUANA RIVER WQIP - SP2501	40119691	101-0000-221.0110	250076	14,800.45
12/12/2024	104453	WSP USA ENVIRONMENT & I...	JUL-AUG 2024 TIJUANA RIVER WQIP - SP2501	40119691	101-5050-540.2006	250076	2,237.07
12/12/2024	104454	XCEPTIONAL, ALTITUDE INTE...	GEEKOM, WALL MOUNT - CITY MANAGER CONF ROOM	30681	101-1110-412.2903	250127	999.99
12/12/2024	104454	XCEPTIONAL, ALTITUDE INTE...	LOGITECH SIGNATUR/RALLY BAR-CITY MANAGER CONF ROOM	30843	101-1110-412.2903	250127	2,821.99
12/19/2024	104455	BADGE FRAME, INC.	CITY OF IMPERIAL BEACH EMBLEM	42543	101-1110-412.2903	250138	832.36
12/19/2024	104456	BELINDA DOROTHY REED	DEC 2024 - IB WALKING PROGRAM (GRT068-EXP)	1292024BR8	101-6030-453.2310		400.00
12/19/2024	104457	BOB HOFFMAN VIDEO PROD...	12/17/24 OATH OF OFFICE AT PIER SOUTH	SQ1843137	101-1020-411.2106		3,670.00
12/19/2024	104458	BOOT WORLD, INC.	WORK BOOTS - CD EMPLOYEE	102819	101-3040-424.3002		150.00
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/05/24-12/03/24 - 505 HWY 75 IRRG	1015-210018811916 12/09/...	101-1910-419.2702		94.67
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/07/24-12/05/24 - 814 CYPRESS AVE	1015-210018820255 12/09/...	101-6020-452.2702		20.39

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12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/07/24-12/05/24 - 495 10TH ST	1015-210019058534 12/09/...	101-1910-419.2702		275.41
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/07/24-12/05/24 - 630 FLORIDA STREET	1015-210019176067 12/09/...	101-1910-419.2702		719.05
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/07/24-12/05/24 - 624 FLORIDA STREET	1015-210019176128 12/09/...	101-1910-419.2702		20.39
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/07/24-12/05/24 - 1250 PALM AVE IRRIG	1015-210019179080 12/09/...	101-6010-451.2702		683.03
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/14/24-12/11/24 - 840 IMPERIAL BEACH BLVD	1015-210019335248 12/13/...	101-6020-452.2702		3,816.76
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/14/24-12/11/24 - 820 IMPERIAL BEACH BLVD	1015-210019335347 12/13/...	101-1910-419.2702		1,218.66
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/14/24-12/11/24 - 825 IMPERIAL BCH,CITY OF	1015-210019335484 12/13/...	101-1910-419.2702		304.26
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/14/24-12/11/24 - 855 IMPERIAL BEACH BLVD	1015-210019335682 12/13/...	101-6020-452.2702		51.18
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/14/24-12/11/24 - 865 IMPERIAL BEACH BLVD	1015-210019335774 12/13/...	101-1910-419.2702		335.54
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/14/24-12/11/24 - 915 IB BLVD IRRIG	1015-210019335835 12/13/...	101-6020-452.2702		48.31
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/14/24-12/11/24 - 1025 9TH	1015-210019401916 12/13/...	101-6020-452.2702		20.39
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/06/24-12/04/24 - HY MT 007015344	1015-210019512885 12/10/...	101-6020-452.2702		360.35
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/06/24-12/04/24 - IB CLEAN UP TRUCK	1015-21002012597712/10/24	101-6020-452.2702		48.24
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	12/05/24-01/06/25 - 950 OCEAN LN 4IN FIRE	1015-21002015338512/05/24	101-6020-452.2702		55.47
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/06/24-12/04/24 - 825 IMPERIAL BEACH AVE	1015-210020154739 12/10/...	101-1910-419.2702		48.24
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/14/24-12/11/24 - 711 ENCINA AVE	1015-210020277854 12/13/...	101-6020-452.2702		48.24
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/13/24-12/10/24 - 701 5TH ST IRRIG	1015-210020731235 12/12/...	101-6020-452.2702		20.39
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/13/24-12/10/24 - 425 IMPERIAL BEACH BLVD	1015-210021068268 12/12/...	101-1910-419.2702		153.33
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/13/24-12/10/24 - 401 IMPERIAL BEACH BLVD	1015-210021068367 12/12/...	601-5060-436.2702		2,662.09
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/13/24-12/10/24 - 423 IB BLVD IRRIG	1015-210021068541 12/12/...	601-5060-436.2702		150.39
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/14/24-12/11/25 - 845 ENCINA AVE IRRIG	1015-210021082448 12/13/...	101-6020-452.2702		467.90
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/13/24-12/10/24 - 710 5TH STREET	1015-220018914676 12/12/...	101-1910-419.2702		48.24
12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/06/24-12/04/24 - HYDRANT METER #6	1015-220029776225 12/09/...	101-6010-451.2702		421.61

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12/19/2024	104459	CALIFORNIA AMERICAN WAT...	11/13/24-12/10/24 - 582 IB BLVD IRRG	1015-220030150199 12/12/...	101-6020-452.2702		48.24
12/19/2024	104460	CASTLE BY DESIGN	09/16/24-01/06/24 CHARACTE ILLUSTRATION	121024ED7	101-6010-451.2107		108.00
12/19/2024	104461	CINTAS CORPORATION	12/03/24 FACILITIES MATS	4213445070	101-1910-419.2006	250067	34.84
12/19/2024	104461	CINTAS CORPORATION	12/03/24 PW UNIFORMS	4213445298	101-5020-432.2503	250036	293.25
12/19/2024	104462	COLE OFFICE PRODUCTS INC	PAPER, 20LB. 92 BRIGHTNESS (20 CASES)	372674-00	101-1910-419.3002		10.78
12/19/2024	104462	COLE OFFICE PRODUCTS INC	PAPER, 20LB. 92 BRIGHTNESS (20 CASES)	372674-00	101-1910-419.3002	250130	968.67
12/19/2024	104463	COX COMMUNICATIONS	12/04/24-12/03/24 - 825 IB BLVD 001 3110 091187001	12-04-2024 7001	503-1923-419.2104		245.17
12/19/2024	104463	COX COMMUNICATIONS	12/09/24-01/08/25 - 1075 8TH ST 001 3110 093630302	12-10-2024 0302	503-1923-419.2104		100.00
12/19/2024	104464	CRH CALIFORNIA WATER, INC	NOV 2024 EQUIPMENT COOLER - PW	1442483	101-5020-432.3002	250096	163.00
12/19/2024	104464	CRH CALIFORNIA WATER, INC	DEC 2024 EQUIPMENT COOLER - PW	1444902	101-5020-432.3002	250096	173.00
12/19/2024	104465	DRUG TESTING NETWORK INC	JAN 2024 - JAN 2025 DRUG TESTING PROGRAM FEE	118885	101-1130-412.2104	250027	225.00
12/19/2024	104466	EYEGATE DESIGN	CLIMATE ACTION POSTER	i112724-4	214-1230-413.2808		300.00
12/19/2024	104467	GO-STAFF, INC.	WE 12/08/24 CITY CLERK STAFF - E MONGE 32 HRS	325848	101-1020-411.2101		1,440.08
12/19/2024	104467	GO-STAFF, INC.	WE 12/08/24 PARKS STAFF - J TORRES 40 HRS	325849	101-6020-452.2101		1,293.36
12/19/2024	104468	I LOVE A CLEAN SAN DIEGO	NOV 2024 ENVIRON. EDUCATION PRESENTATIONS (2)	24-5650	101-5040-434.2904	250082	900.00
12/19/2024	104469	I.B. CLEARWATER L.L.C.	12/16/24 WATER DELIVERY - FD	12/16/24	101-3020-422.3002		19.37
12/19/2024	104470	ICC CODIFICATION, INC.	ANNUAL ECODE360 MAINT, ORDINANCE UPDATE FEE	GC00128213	101-1020-411.2006		1,795.00
12/19/2024	104471	JORGE A VELAZQUEZ J.R	12/03/24-01/09/25 TAEKWONDO - 3 CLASSES	12102024TJ4K6	101-6010-451.2107		570.00
12/19/2024	104472	LLOYD PEST CONTROL	12/07/24 - 425 IMPERIAL BEACH BLVD	8684601	101-1910-419.2022	250014	60.00
12/19/2024	104473	LN CURTIS & SONS	ANNUAL SERVICE FOR HYDRAULIC TOOLS	INV892619	101-3020-422.2104	250112	995.60
12/19/2024	104474	MICHAEL BAKER INTERNATI...	THROUGH 12/01/24 - 9TH ST IMPROVEMENTS (S22101)	1233212	207-5000-532.2006	250099	3,870.00
12/19/2024	104475	MIDAMERICA ADMINISTRATI...	CY24 Q3 - HRA ADMIN/PLATFORM FEES	0279246	101-1130-412.2006		150.00
12/19/2024	104476	NEXUSPLAN, INC	NOV 2024 - BAYSHORE BIKEWAY RESILIENCY (GRT076)	GRT076-17	214-5050-435.2006	240051-R1	7,050.00
12/19/2024	104477	OCCUPATIONAL HEALTH CEN...	EMPLOYEE PREVENTATIVE CARE SRVCS (3)	84949032	502-1922-419.2904		675.00

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12/19/2024	104478	ODP BUSINESS SOLUTIONS, L...	FINANCE ENVELOPES (5 BOXES)	397392179001	101-1210-413.3001		229.95
12/19/2024	104479	PARS	OCT 2024 ARS-PARS FEES (CA)	56891	101-1130-412.2006	250032	482.17
12/19/2024	104480	PITNEY BOWES INC(INVOICE ...	RED INK CARTRIDGE, TAPE STRIPS	1026449962	101-1920-419.2809		216.61
12/19/2024	104481	PITNEY BOWES(PURCHASE P...	11/13 POSTAGE METER REFILL & 12/06 ACTIVITY FEE	12-06-2024	101-1920-419.2809		1,041.99
12/19/2024	104482	PRIDE INDUSTRIES	NOV 2024 - LABOR 271 HRS - BEACH CLEANING	ARI/21331439	101-6040-454.2104	250064	6,504.00
12/19/2024	104483	SAN DIEGO CENTRE FOR OR...	SEP-DEC ORGANIZATIONAL ASSESSMENT - MS DEPT	TCFOE4912	101-1110-412.2006	240172-R1	1,280.00
12/19/2024	104484	SAN DIEGO COUNTY SHERIFF	OCT 2024 SHERIFF SRVCS (TOW FEE)	10-01-2024	101-0000-338.6003		-685.23
12/19/2024	104484	SAN DIEGO COUNTY SHERIFF	OCT 2024 SHERIFF SRVCS SPECIAL EVENTS - OPEN HOUSE	10-01-2024	101-3010-421.2006		2,277.25
12/19/2024	104484	SAN DIEGO COUNTY SHERIFF	OCT 2024 SHERIFF SRVCS	10-01-2024	101-3010-421.2006		707,488.51
12/19/2024	104484	SAN DIEGO COUNTY SHERIFF	OCT 2024 SHERIFF SRVCS (RRP)	10-01-2024	101-3010-421.2006		1,454.96
12/19/2024	104484	SAN DIEGO COUNTY SHERIFF	OCT 2024 SHERIFF SRVCS (CSO-VACANCY 10/01-10/03)	10-01-2024	212-3036-421.2006		-822.62
12/19/2024	104484	SAN DIEGO COUNTY SHERIFF	OCT 2024 SHERIFF SRVCS (CSO)	10-01-2024	212-3036-421.2006		16,680.99
12/19/2024	104485	SAN DIEGO GAS & ELECTRIC	NOV 2024 - 0056 4977 1474 9 (CITY HALL)	12-09-2024	101-1910-419.2701		5,292.68
12/19/2024	104485	SAN DIEGO GAS & ELECTRIC	NOV 2024 - 0056 4977 1474 9 (PW YARD)	12-09-2024	101-1910-419.2701		1,798.16
12/19/2024	104485	SAN DIEGO GAS & ELECTRIC	NOV 2024 - 0056 4977 1474 9 (STREETS)	12-09-2024	101-5010-431.2701		13,197.80
12/19/2024	104485	SAN DIEGO GAS & ELECTRIC	NOV 2024 - 0056 4977 1474 9 (PARKS&REC)	12-09-2024	101-6020-452.2701		1,130.79
12/19/2024	104485	SAN DIEGO GAS & ELECTRIC	NOV 2024 - 0056 4977 1474 9 (SEWER)	12-09-2024	601-5060-436.2701		3,627.07
12/19/2024	104486	SAN DIEGO ICE COMPANY, I...	SNOW - SMALL TOWN HOLIDAY EVENT	00-401029	101-6014-451.2808	250068	465.00
12/19/2024	104486	SAN DIEGO ICE COMPANY, I...	SNOW - SMALL TOWN HOLIDAY EVENT	00-401029	101-6014-451.2808	250068	6,000.00
12/19/2024	104487	SHARP REES-STEALY MEDICAL...	PRE-EMPLOYMENT PHYSICALS	101695	101-1130-412.2104		3,260.00
12/19/2024	104487	SHARP REES-STEALY MEDICAL...	EMPLOYEE DMV EXAM	101695	501-1921-419.2813		178.00
12/19/2024	104488	SILVERADO AVIONICS, INC.	REPAIR OF RADIO (FD)	2774	101-3020-422.3002		252.51
12/19/2024	104489	SOLANA CENTER FOR ENVIR...	NOV 2024 SB 1383 SUPPORT SRVCS	40-42-11-24	214-5040-434.2904	250126	3,514.76
12/19/2024	104490	SOURCE GRAPHICS	12/25/24-12/24/25 HP PLOTTER SRVC CONTRACT PW/CD	SG236768	503-1923-419.3002		1,397.37

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12/19/2024	104491	SOUTHWEST LIFT & EQUIPM...	KONI 12 TON JACK STAND MODEL SKMH5480-12	14342	501-1921-419.5004	250123	5,478.65
12/19/2024	104492	SUNBELT RENTALS, INC.	LIFT RENTAL FOR HOLIDAY LIGHTS - TREE WRAPPING	161731197-0001	101-6040-454.3002		3,268.81
12/19/2024	104492	SUNBELT RENTALS, INC.	FUEL COSTS FOR LIFT RENTAL	161731197-0002	101-6040-454.3002		388.78
12/19/2024	104492	SUNBELT RENTALS, INC.	LIFT RENTAL FOR HOLIDAY LIGHTING	162746174-0001	101-6040-454.3002		1,388.26
12/19/2024	104493	SWRCB	07/01/24-06/30/25 WATER DISCHARGE PERMIT FEE	WD-0284404	601-5060-436.2813		3,945.00
12/19/2024	104494	TRUE NORTH COMPLIANCE S...	NOV 2024 - PLAN REVIEW SRVCS	24-11-028	101-3040-424.2016		8,100.38
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 CITY COUNCIL	6100648423	101-1010-411.2705		321.13
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 NO COST CTR-CITY COUNCIL	6100648423	101-1010-411.2705		52.19
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 CITY CLERK	6100648423	101-1020-411.2705		104.02
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 NO COST CTR-CITY MGR	6100648423	101-1110-412.2705		23.71
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 HUMAN RESOURCES	6100648423	101-1130-412.2705		46.72
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 FINANCE	6100648423	101-1210-413.2705		62.38
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 NO COST CTR-FINANCE	6100648423	101-1210-413.2705		23.71
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 NO COST CTR-COMM DEV	6100648423	101-1230-413.2705		23.71
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 COMM DEV/COMMUNITY DEVELOPMENT	6100648423	101-1230-413.2705		100.99
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 FACILITIES	6100648423	101-1910-419.2705		157.29
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 N/A - NON DEPT	6100648423	101-1920-419.2705		228.06
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 NO COST CTR-FIRE	6100648423	101-3020-422.2705		47.42
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 FIRE	6100648423	101-3020-422.2705		175.29
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24MARINE SAFETY	6100648423	101-3030-423.2705		152.04
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 LIFEGUARDS	6100648423	101-3030-423.2705		272.18
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 NO COST CTR-LG	6100648423	101-3030-423.2705		23.71
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 JUNIOR LIFEGUARDS	6100648423	101-3035-423.2704		24.72
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 HOUSING	6100648423	101-3040-424.2705		41.57
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 BUILDING	6100648423	101-3040-424.2705		103.36
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 CODE	6100648423	101-3070-427.2705		98.83

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12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 STREETS	6100648423	101-5010-431.2705		232.99
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 NO COST CTR-PW	6100648423	101-5020-432.2705		61.79
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 PUBLIC WORKS	6100648423	101-5020-432.2705		218.67
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 ENV SERVICES	6100648423	101-5050-435.2705		21.40
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 NO COST CTR-PARKS & REC	6100648423	101-6010-451.2705		41.57
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 RECREATION	6100648423	101-6010-451.2705		318.27
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 PARKS AND REC	6100648423	101-6010-451.2705		46.57
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 PARKS MAINT	6100648423	101-6020-452.2705		176.74
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 TIDELANDS	6100648423	101-6040-454.2705		176.52
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 FLEET	6100648423	501-1921-419.2705		27.09
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 INFO TECH	6100648423	503-1923-419.2705		174.39
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 NO COST CTR-IT	6100648423	503-1923-419.2705		186.78
12/19/2024	104495	VERIZON WIRELESS	11/09/24-12/08/24 SEWER	6100648423	601-5060-436.2705		233.04
12/19/2024	104497	VIRTUAL PROJECT MANAGER,..	DEC 2024 SOFTWARE SYS MNGMT (S22101-RMRA)	12-4299	207-5000-532.2006		500.00
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	TRUNK OR TREAT DECORATION SUPPLIES - D. COLAHAN	1012254	101-6014-451.2808		49.46
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(25) 8 HEAVY DUTY STRAP, (2) PACKAGE BOTTLE WATER	1511348	101-6016-451.2808		109.69
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(3) 3/4X18 FLEX REPAIRCOUPLING - S. BULLOCK	1534313	101-6016-451.2808		148.61
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	FAUCET - D. COLAHAN	1562443	214-5000-532.2006		153.26
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	#8X1 1/4 SCREW, (21) 8 HEAVY DUTY STRAP - J. MAYOR	2374725	101-6016-451.2808		114.92
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	CONSTRUCTION GLUE, MATS FOR PUMPKIN - G. GLORIA	2520653	101-6040-454.3002		127.02
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	FLEET SHOP DOUBLE SIDED TAPE - A. RODRIGUEZ	2522778	501-1921-419.3002		19.14
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	GORILLA TAPE - A. HERRERA	2534610	101-6040-454.3002		42.83
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	SUPPLY STOCK - D. COLAHAN	2540230	101-1910-419.3002		73.69
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(6) SCH 40 PVC SLIP CAPS - C. HOWARD	2970833	101-6016-451.2808		5.30
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	TOILET PARTS - D. COLAHAN	3025280	214-5000-532.2006		13.96

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12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	WIRE, WIRE CUTTERS - G. GLORIA	3025288	101-6040-454.3002		46.56
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	MIXING CUPS & STICKS - G. LARSON	3296065	101-1910-419.3002		12.70
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	HOSE TUBES, HOSE CLAMP, GLOVES - D. MARTINEZ	3514248	101-5010-431.3002		36.19
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	RESTROOM UPGRADES - D. COLAHAN	4026210	214-5000-532.2006		72.45
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(2) FURNITURE DOLLY, (2) HUSKY KNEELING PAD - S. B	4026217	214-6030-453.5003		335.73
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(3) HAMPTON BAY HEATERS WITH WHEELS - S. BULLOCK	4026218	214-6030-453.5003		513.97
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	.82 GRILL COVER - S. BULLOCK	424347	214-6030-453.5003		59.79
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	KEYS - - J. HONORATO	4510621	601-5060-436.3002		64.20
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	KEYS - J. HONORATO	4523810	601-5060-436.3002		14.89
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	RESTROOM UPGRADES - - D. COLAHAN	4532969	214-5000-532.2006		7.39
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	PHOTO CELL - M. CORTEZ	513256	101-5010-431.2123		15.06
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	CONCRETE BLOCK, ADHESIVE CUTTING BLADE - G. GLORIA	5523629	101-6040-454.3002		160.41
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	FRIDGE FOR PUBLIC WORKS - D. COLAHAN	5971556	101-1910-419.3002		900.00
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	FRIDGE FOR PUBLIC WORKS - G. LARSON	5971557	101-1910-419.3002		927.95
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	SHERIFF OUTLETS - D. COLAHAN	6020918	101-1910-419.2801		48.14
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	HUSKY 90X90X24 5 SHELF, 5.5' DUAL PLATFORM - C. H	6234924	101-6014-451.2808		278.29
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	FENCE REPAIRS FOR VETERANS PARK - G. LARSON	6297681	101-6020-452.2801		33.01
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	SEWER RESTROOM UPGRADES --- - D. COLAHAN	6532674	101-1910-419.2801		14.44
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	LAG SCREWS, WASHERS, PIPE WRENCH - J. MAYORGA	6970547	101-6016-451.2808		468.40
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	HUSKY PERFORMANCE WORK GLOVE - SPANDEX BACK - J. M	6970548	101-6016-451.2808		19.04
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	HUSKY 90X90X24 5 SHELF, 5.5' DUAL - C. HOWARD	6972634	101-6010-451.3002		483.77
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	FLEET SHOP PROJECT - J. PEREZ- TORRES	7020789	501-1921-419.2816		555.95
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	TOOLS - A. REYES	7297595	101-6040-454.3002		51.13
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	SPIRE 5 BURNER OUTDOOR BARBEQUE - S. BULLOCK	7441826	214-6030-453.5003		2,778.75
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	CONCRETE MIX - A. RODRIGUEZ	7535362	501-1921-419.3002		86.89

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12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	PAINT, PAINT SUPPLIES - A. HERRERA	7554187	101-6040-454.3002		325.14
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	HUSKY 90X90X24 5 SHELF - C. HOWARD	7972533	101-6010-451.3002		376.05
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	HUSKY 90X90X24 5 SHELF- - C. HOWARD	7972535	101-6010-451.3002		376.05
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	SEWER RESTROOM UPGRADES - - D. COLAHAN	8011463	101-1910-419.2801		43.44
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	DUCT TAPE, DEGREASER - D. ARMS	8012587	601-5060-436.3002		333.46
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	SCREWS, PLYWOOD, SPRAY BOTTLES - A. REYES	8012642-2	101-6040-454.3002		102.45
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(5) 4X4X12 LUMBER - J. MAYORGA	8020677	101-6016-451.2808		177.66
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	PLUMBING REPAIRS - D. COLAHAN	8021841	101-1910-419.2801		37.10
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	8.5' LED GIANT PRESENT ARCHWAY - S. BULLOCK	8115656	101-6014-451.2808		216.41
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(3) SOTERIA RAINPROOF 34X34 HEATER COVER - S. BULL	8226418	214-6030-453.5003		169.26
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	9' PRE-LIT LED FESTIVE HOLIDAY - S. BULLOCK	8230590	101-6014-451.2808		163.11
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	TOP SOIL - K. HENDERSON	8298484	101-6020-452.3002		38.85
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	3' LED PE, TOUGH SYSTEM BOX - S. BULLOCK	8311101	101-6010-451.3002		281.64
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	CHIP HAMMER, REDUCER FOR WATER LINE - G. GLORIA	8511736	101-6040-454.3002		45.49
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	SEWER RESTROOM UPGRADES -- - D. COLAHAN	8533764	101-1910-419.2801		17.56
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	ECHO TRIMMER LINE, RINO-TUFF TRIMMER LINE - C. HOW	8972434	101-6016-451.3002		64.59
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	SEWER RESTROOM UPGRADES - D. COLAHAN	9011416	101-1910-419.2801		111.25
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(3) 27 GALLON HDX TOTES, (3) 17 GALLON HDX TOTES -	9012528	101-6010-451.3002		77.42
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(5) PORTABLE POTTING TRAY - S. BULLOCK	9174993	101-6016-451.2808		71.94
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	FLEET OFFICE WALL CABINETS - A. RODRIGUEZ	9250822	501-1921-419.2816		394.00
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	PAINT SUPPLIES FOR DUNES - G. GLORIA	9511542	101-6040-454.3002		163.00
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	3' LED CHARACTER - PELICAN - S. BULLOCK	9537160	101-6014-451.2808		76.10
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	PART FOR FLEET SHOP - J. PEREZ- TORRES	9555433	501-1921-419.2815		418.61

Expense Approval Report

Payment Dates: 12/7/2024 - 1/3/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	12 MEASURING WHEEL - S. BULLOCK	9585552	101-6010-451.3002		59.78
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(6) VIGORO SANSEVIERIA - 10 POT - C. HOWARD	971128	101-1010-411.3002		193.82
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	9 ROLLER TRAY, 6 PIECE PAINT APPLICATOR KIT - C. H	973295	101-6016-451.2808		20.75
12/20/2024	104498	HOME DEPOT CREDIT SERVIC...	(5) 50# UMBRELLA BASE - S. BULLOCK	9826211	214-6030-453.5003		424.13
12/20/2024	104501	IRIS GROUP HOLDINGS LLC	NEW ADT ALARM PANELS - PS #2	157232995	601-5060-436.2023	250094	2,299.82
12/20/2024	104501	IRIS GROUP HOLDINGS LLC	TRIP CHARGE - PS #8	157251063	601-5060-436.2023	250094	75.00
12/09/2024	DFT0008919	CALPERS	LG L2 23011 EE PPE 11/28/2024	100000017700453 EE	101-0000-209.0106		508.38
12/09/2024	DFT0008920	CALPERS	LG L2 23011 ER PPE 11/28/2024	100000017700453 ER	101-0000-209.0106		638.04
12/09/2024	DFT0008921	CALPERS	MISC L2 23012 EE PPE 11/28/2024	100000017700500 EE	101-0000-209.0106		872.63
12/09/2024	DFT0008922	CALPERS	MISC L2 23012 ER PPE 11/28/2024	100000017700500 ER	101-0000-209.0106		1,096.52
12/09/2024	DFT0008923	CALPERS	FIRE PEPRA 25375 EE PPE 11/28/2024	100000017700543 EE	101-0000-209.0106		4,842.45
12/09/2024	DFT0008924	CALPERS	FIRE PEPRA 25375 ER PPE 11/28/2024	100000017700543 ER	101-0000-209.0106		4,845.97
12/09/2024	DFT0008925	CALPERS	LG PEPRA 25376 EE PPE 11/28/2024	100000017700590 EE	101-0000-209.0106		2,306.14
12/09/2024	DFT0008926	CALPERS	LG PEPRA 25376 ER PPE 11/28/2024	100000017700590 ER	101-0000-209.0106		2,307.83
12/09/2024	DFT0008927	CALPERS	MISC 26352 EE PPE 11/28/2024 UNDERDED - FLYTE	100000017700629 EE	101-0000-209.0106		72.31
12/09/2024	DFT0008927	CALPERS	MISC PEPRA 26352 EE PPE 11/28/2024	100000017700629 EE	101-0000-209.0106		11,691.22
12/09/2024	DFT0008928	CALPERS	MISC PEPRA 26352 ER PPE 11/28/2024	100000017700629 ER	101-0000-209.0106		11,945.69
12/09/2024	DFT0008929	CALPERS	FIRE L1 4625 EE PPE 11/28/2024	100000017700381 EE	101-0000-209.0106		3,942.09
12/09/2024	DFT0008930	CALPERS	FIRE L1 4625 ER PPE 11/28/2024	100000017700381 ER	101-0000-209.0106		5,131.20
12/09/2024	DFT0008931	CALPERS	LG L1 4626 EE PPE 11/28/2024	100000017700418 EE	101-0000-209.0106		1,211.49
12/09/2024	DFT0008932	CALPERS	LG L1 4626 ER PPE 11/28/2024	100000017700418 ER	101-0000-209.0106		1,527.93
12/09/2024	DFT0008933	CALPERS	MISC L1 470 EE PPE 11/28/2024	100000017700335 EE	101-0000-209.0106		7,694.46
12/09/2024	DFT0008934	CALPERS	MISC L1 470 ER PPE 11/28/2024	100000017700335 ER	101-0000-209.0106		9,418.60

Expense Approval Report

Payment Dates: 12/7/2024 - 1/3/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
12/09/2024	DFT0008935	CALPERS	SCP MEMBER PAID ARREARS TAXED PPE 11/28/2024	PPE 11/28/2024 MAT	101-0000-209.0106		7.01
12/09/2024	DFT0008936	CALPERS	SCP ARSC POST-TAX PPE 11/28/2024	PPE 11/28/2024 ARSCT	101-0000-209.0106		180.63
12/09/2024	DFT0008937	CALPERS	SCP SPM PRE-TAX PPE 11/28/2024	PPE 11/28/24 SPMTD	101-0000-209.0106		87.85
12/09/2024	DFT0008938	CALPERS	PERS SCP SPM TAXED PPE 11/28/2024	PPE 11/28/24 SPMT	101-0000-209.0106		395.55
12/20/2024	DFT0008953	CALIFORNIA STATE DISBURS...	SDU CHILD SUPPORT PPE 12/12/24	50696493	101-0000-209.0107		781.01
12/20/2024	DFT0008954	COLONIAL LIFE & ACCIDENT	COLONIAL PRE-TAX DEC 2024	9498114-1202153	101-0000-209.0113		25.00
12/20/2024	DFT0008962	CALPERS	LG L2 23011 EE PPE 12/12/24	100000017730069 EE	101-0000-209.0106		508.38
12/20/2024	DFT0008963	CALPERS	LG L2 23011 ER PPE 12/12/24	100000017730069 ER	101-0000-209.0106		638.04
12/20/2024	DFT0008964	CALPERS	MISC L2 23012 EE PPE 12/12/24	100000017730116 EE	101-0000-209.0106		960.33
12/20/2024	DFT0008965	CALPERS	MISC L2 23012 ER PPE 12/12/24	100000017730116 ER	101-0000-209.0106		1,206.73
12/20/2024	DFT0008966	CALPERS	FIRE PEPRA 25375 EE PPE 12/12/24	100000017730166 EE	101-0000-209.0106		4,842.45
12/20/2024	DFT0008967	CALPERS	FIRE PEPRA 25375 ER PPE 12/12/24	100000017730166 ER	101-0000-209.0106		4,845.97
12/20/2024	DFT0008968	CALPERS	LG PEPRA 25376 EE PPE 12/12/24	100000017730204 EE	101-0000-209.0106		2,352.06
12/20/2024	DFT0008969	CALPERS	LG PEPRA 25376 ER PPE 12/12/24	100000017730204 ER	101-0000-209.0106		2,353.78
12/20/2024	DFT0008970	CALPERS	MISC PEPRA 26352 EE PPE 12/12/24	100000017730247 EE	101-0000-209.0106		12,586.44
12/20/2024	DFT0008970	CALPERS	MISC PEPRA 26352 EE PPE 12/12/24 PP OFFSET - FLYTE	100000017730247 EE	101-0000-209.0106		-72.31
12/20/2024	DFT0008971	CALPERS	MISC PEPRA 26352 ER PPE 12/12/24	100000017730247 ER	101-0000-209.0106		12,707.90
12/20/2024	DFT0008972	CALPERS	FIRE L1 4625 EE PPE 12/12/24	100000017729986 EE	101-0000-209.0106		4,093.50
12/20/2024	DFT0008973	CALPERS	FIRE L1 4625 ER PPE 12/12/24	100000017729986 ER	101-0000-209.0106		5,328.28
12/20/2024	DFT0008974	CALPERS	LG L1 4626 EE PPE 12/12/24	100000017730026 EE	101-0000-209.0106		1,286.36
12/20/2024	DFT0008975	CALPERS	LG L1 4626 ER PPE 12/12/24	100000017730026 ER	101-0000-209.0106		1,622.36
12/20/2024	DFT0008976	CALPERS	MISC L1 470 EE PPE 12/12/24	100000017729935 EE	101-0000-209.0106		8,459.10
12/20/2024	DFT0008977	CALPERS	MISC L1 470 ER PPE 12/12/24	100000017729935 ER	101-0000-209.0106		10,354.54
12/20/2024	DFT0008978	CALPERS	SCP MEMBER PAID ARREARS TAXED PPE 12/12/24	PPE 12-12-2024 MAT	101-0000-209.0106		7.02
12/20/2024	DFT0008979	CALPERS	SCP ARSC POST-TAX PPE 12/12/24	PPE 12-12-2024 ARSCT	101-0000-209.0106		180.63
12/20/2024	DFT0008980	CALPERS	SCP SPM PRE-TAX PPE 12/12/24	PPE 12-12-2024 SPMTD	101-0000-209.0106		87.85
12/20/2024	DFT0008981	CALPERS	PERS SCP SPM TAXED PPE 12/12/24	PPE 12-12-2024 SPMT	101-0000-209.0106		395.55
12/20/2024	DFT0008986	STATE OF CALIFORNIA	STATE TAX W/H PPE 12/12/24	8134488	101-0000-209.0105		15,079.17

Expense Approval Report

Payment Dates: 12/7/2024 - 1/3/2025

Payment Date	Payment Number	Vendor Name	Description (Item)	Payable Number	Account Number	Purchase Order Number	Amount
12/20/2024	DFT0008987	STATE OF CALIFORNIA	SDI W/H PPE 12/12/24	8134482	101-0000-209.0115		356.27
12/20/2024	DFT0008988	INTERNAL REVENUE SERVICE	FED TAX W/H PPE 12/12/24	1487215 FED	101-0000-209.0102		38,988.34
12/20/2024	DFT0008989	INTERNAL REVENUE SERVICE	MEDICARE W/H PPE 12/12/24	1487215 MED	101-0000-209.0104		11,947.19
12/20/2024	DFT0008991	INTERNAL REVENUE SERVICE	SOCIAL SECURITY PPE 12/12/24	1487215 SS	101-0000-209.0104		39,084.70
12/17/2024	DFT0008992	CALPERS	ADMIN FEE PPE 11/14/24 WIDLUND CONFIRM NO EARNING	100000017774229	101-1210-413.2102		200.00
Grand Total:							1,269,993.68

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	1,163,220.65
202 - PROP "A" (TRANSNET) FUND	575.00
207 - RMRA	4,370.00
212 - SLESF (COPS) FUND	15,858.37
214 - MISCELLANEOUS GRANTS	28,330.05
216 - HOUSING AUTHORITY	2,640.00
501 - VEHICLE REPLACEMENT/MAINT	15,675.25
502 - RISK MANAGEMENT FUND	675.00
503 - TECHNOLOGY/COMMUNICATIONS	22,906.57
601 - SEWER ENTERPRISE FUND	15,742.79
Grand Total:	1,269,993.68

Account Summary

Account Number	Account Name	Payment Amount
101-0000-209.0102	P/R FIT PAYABLE	38,988.34
101-0000-209.0104	P/R FICA PAYABLE	51,031.89
101-0000-209.0105	P/R STATE TAX LIABILITY...	15,079.17
101-0000-209.0106	P/R PERS RETIREMENT P...	145,468.95
101-0000-209.0107	P/R GARNISHMENT PAY...	781.01
101-0000-209.0113	P/R VOLUNTARY LIFE IN...	25.00
101-0000-209.0115	P/R STD-PART-TIME	356.27
101-0000-221.0110	WQIP-COST SHARE DEP...	33,570.62
101-0000-338.6003	VEHICLE IMPOUND FEE	-685.23
101-1010-411.2705	UTILITIES-CELL PHONES	373.32
101-1010-411.3002	OPERATING SUPPLIES	193.82
101-1020-411.2006	PROFESSIONAL SERVICES	2,153.52
101-1020-411.2101	TEMPORARY STAFFING	3,015.16
101-1020-411.2106	CONTRACTS-ELECTIONS	5,540.63
101-1020-411.2705	UTILITIES-CELL PHONES	104.02
101-1110-412.2006	PROFESSIONAL SERVICES	1,280.00
101-1110-412.2705	UTILITIES-CELL PHONES	23.71
101-1110-412.2903	CONTINGENCY ACCOUNT	4,654.34
101-1130-412.2006	PROFESSIONAL SERVICES	1,810.42
101-1130-412.2104	TECHNICAL SERVICES	3,534.00
101-1130-412.2705	UTILITIES-CELL PHONES	46.72
101-1210-413.2102	ADMINISTRATION CHAR...	200.00
101-1210-413.2705	UTILITIES-CELL PHONES	86.09
101-1210-413.2812	MEMBERSHIP DUES	150.00
101-1210-413.3001	OFFICE SUPPLIES	229.95
101-1230-413.2102	ADMINISTRATION CHAR...	1,051.63

Account Summary

Account Number	Account Name	Payment Amount
101-1230-413.2705	UTILITIES-CELL PHONES	124.70
101-1910-419.2006	PROFESSIONAL SERVICES	69.68
101-1910-419.2022	PEST CONTROL SERVICE	60.00
101-1910-419.2701	GAS & ELECTRIC (SDG&E)	7,589.91
101-1910-419.2702	UTILITIES-WATER	4,259.76
101-1910-419.2705	UTILITIES-CELL PHONES	157.29
101-1910-419.2801	MAINTENANCE & REPAIR	271.93
101-1910-419.3002	OPERATING SUPPLIES	2,893.79
101-1920-419.2017	COPIER LEASES	3,912.83
101-1920-419.2705	UTILITIES-CELL PHONES	228.06
101-1920-419.2809	POSTAGE & FREIGHT	1,475.21
101-3010-421.2006	PROFESSIONAL SERVICES	711,220.72
101-3010-421.2125	RCS PROGRAM	1,386.50
101-3020-422.2104	TECHNICAL SERVICES	995.60
101-3020-422.2125	RCS PROGRAM	560.50
101-3020-422.2705	UTILITIES-CELL PHONES	295.43
101-3020-422.2801	MAINTENANCE & REPAIR	822.63
101-3020-422.3002	OPERATING SUPPLIES	271.88
101-3030-423.2125	RCS PROGRAM	826.00
101-3030-423.2503	RENT-UNIFORMS	731.13
101-3030-423.2705	UTILITIES-CELL PHONES	447.93
101-3030-423.5004	EQUIPMENT	1,550.80
101-3035-423.2704	UTILITIES-TELEPHONE	24.72
101-3040-424.2016	PLAN CHECK SERVICES	8,100.38
101-3040-424.2705	UTILITIES-CELL PHONES	144.93
101-3040-424.3002	OPERATING SUPPLIES	150.00
101-3070-427.2705	UTILITIES-CELL PHONES	98.83
101-3070-427.2804	TRAVEL, TRAINING, MEE...	164.00
101-3070-427.2806	MILEAGE REIMBURSEM...	168.84
101-5010-431.2006	PROFESSIONAL SERVICES	8,470.00
101-5010-431.2104	TECHNICAL SERVICES	1,092.50
101-5010-431.2123	TRAFFIC CONTROL	15.06
101-5010-431.2701	GAS & ELECTRIC (SDG&E)	17,475.34
101-5010-431.2705	UTILITIES-CELL PHONES	232.99
101-5010-431.3002	OPERATING SUPPLIES	36.19
101-5020-432.2503	RENT-UNIFORMS	594.40
101-5020-432.2705	UTILITIES-CELL PHONES	280.46
101-5020-432.3002	OPERATING SUPPLIES	336.00
101-5040-434.2904	OTHER SERVICES & CHA...	900.00
101-5050-435.2001	ATTORNEY SERVICES	1,860.72
101-5050-435.2705	UTILITIES-CELL PHONES	21.40
101-5050-435.2812	MEMBERSHIP DUES	1,870.00

Account Summary

Account Number	Account Name	Payment Amount
101-5050-435.2813	FEES & LICENSES	18,196.00
101-5050-540.2006	PROFESSIONAL SERVICES	2,581.16
101-6010-451.2107	CONTRACTS - RECREATI...	3,693.00
101-6010-451.2701	GAS & ELECTRIC (SDG&E)	516.23
101-6010-451.2702	UTILITIES-WATER	1,104.64
101-6010-451.2705	UTILITIES-CELL PHONES	406.41
101-6010-451.3002	OPERATING SUPPLIES	1,654.71
101-6014-451.2808	COMMUNITY PROGRAMS	12,622.37
101-6016-451.2808	COMMUNITY PROGRAMS	1,136.31
101-6016-451.3002	OPERATING SUPPLIES	64.59
101-6020-452.2101	TEMPORARY STAFFING	2,586.72
101-6020-452.2701	GAS & ELECTRIC (SDG&E)	6,868.92
101-6020-452.2702	UTILITIES-WATER	6,469.98
101-6020-452.2705	UTILITIES-CELL PHONES	176.74
101-6020-452.2801	MAINTENANCE & REPAIR	33.01
101-6020-452.3002	OPERATING SUPPLIES	38.85
101-6030-453.2310	SENIOR PROGRAMS	400.00
101-6040-454.2022	PEST CONTROL SERVICE	500.00
101-6040-454.2104	TECHNICAL SERVICES	6,504.00
101-6040-454.2705	UTILITIES-CELL PHONES	176.52
101-6040-454.3002	OPERATING SUPPLIES	6,238.10
202-5016-531.2006	PROFESSIONAL SERVICES	575.00
207-5000-532.2006	PROFESSIONAL SERVICES	4,370.00
212-3036-421.2006	PROFESSIONAL SERVICES	15,858.37
214-1230-413.2808	COMMUNITY PROGRAMS	300.00
214-3020-422.5004	EQUIPMENT	12,936.60
214-5000-532.2006	PROFESSIONAL SERVICES	247.06
214-5040-434.2904	OTHER SERVICES & CHA...	3,514.76
214-5050-435.2006	PROFESSIONAL SERVICES	7,050.00
214-6030-453.5003	IMPROVEMNTS NOT BUI...	4,281.63
216-1240-413.2001	ATTORNEY SERVICES	2,640.00
501-1921-419.2705	UTILITIES-CELL PHONES	27.09
501-1921-419.2813	FEES & LICENSES	178.00
501-1921-419.2815	VEHICLE OPERATE-FUEL...	8,935.53
501-1921-419.2816	VEHICLE OPERATE-PARTS..	949.95
501-1921-419.3002	OPERATING SUPPLIES	106.03
501-1921-419.5004	EQUIPMENT	5,478.65
502-1922-419.2904	OTHER SERVICES & CHA...	675.00
503-1923-419.2025	SOFTWARE MAINTENAN...	10,999.70
503-1923-419.2104	TECHNICAL SERVICES - I...	3,054.69
503-1923-419.2705	UTILITIES-CELL PHONES	361.17
503-1923-419.2813	FEES & LICENSES	7,000.00

Account Summary

Account Number	Account Name	Payment Amount
503-1923-419.3002	OPERATING SUPPLIES	1,397.37
503-1923-519.2006	PROFESSIONAL SERVICES	93.64
601-5060-436.2023	SECURITY & ALARM	2,839.97
601-5060-436.2701	GAS & ELECTRIC (SDG&E)	5,451.51
601-5060-436.2702	UTILITIES-WATER	2,860.72
601-5060-436.2705	UTILITIES-CELL PHONES	233.04
601-5060-436.2813	FEES & LICENSES	3,945.00
601-5060-436.3002	OPERATING SUPPLIES	412.55
Grand Total:		1,269,993.68

Project Account Summary

Project Account Key	Payment Amount
None	1,183,996.17
GRT068-EXP	400.00
GRT073-EXP	900.00
GRT076-P	7,050.00
GRT077-P-GRANT	4,281.63
GRT084-EXP	3,514.76
GRT087-EXP	300.00
GRT090-EXP	12,936.60
GRT090-LG	1,437.40
S22101-RMRA	4,370.00
S24103-P	575.00
SP22101-SR	247.06
SP23104-TRUNK	49.46
SP24108-EXP	12,572.91
SP2500-P	19,114.26
SP2501-P	17,037.52
SP25102-EXP	1,117.27
T24101-EXP	93.64
Grand Total:	1,269,993.68

January 15, 2025

ITEM TITLE: RECEIVE TREASURER'S REPORT FOR NOVEMBER 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 November 2024 Treasurer's Report.

OPTIONS:

- Receive and file the November 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 November 30, 2024, the total market value of the City's investment portfolio equals \$34,114,881.12. The attached Treasurer's Report provides a statement of cash flows and cash and investments description.

ATTACHMENTS:

- ATT 1 - 2024.11 Treasurer's Report
- ATT 2 - 2024.11 Chandler Statement
- ATT 3 - 2024.11 LAIF Statement



**CITY OF IMPERIAL BEACH
TREASURER'S REPORT
Statement of Cash Flows
For the Month Ended
November 30, 2024**

ATTACHMENT 1

	<u>Beginning Balance</u>	<u>Total Activity</u>	<u>Total Debits</u>	<u>Total Credits</u>	<u>Ending Balance</u>
GENERAL FUND					
101 - GENERAL FUND	16,100,326.33	(573,579.16)	1,832,910.70	2,406,489.86	\$ 15,526,747.17
103 - M&A DA FUND	740,553.05	-	-	-	740,553.05
105 - PEG FUND	46,802.37	7,388.26	7,388.26	-	54,190.63
					<u>16,321,490.85</u>
OTHER GOVERNMENT FUNDS					
201 - GAS TAX FUND	230,855.51	62,940.22	62,940.22	-	293,795.73
202 - PROP "A" (TRANSNET) FUND	(74,951.09)	100,081.42	376,082.00	276,000.58	25,130.33
207 - ROAD MTCE & REHAB (RMRA)	1,539,427.11	52,171.79	68,741.79	16,570.00	1,591,598.90
210 - CDBG-FEDERAL ASSISTANCE	(0.54)	-	-	-	(0.54)
212 - SLESF (COPS) FUND	88,302.36	1,545.25	18,226.24	16,680.99	89,847.61
214 - MISCELLANEOUS GRANTS FUND	905,545.84	(498,025.27)	3,809.24	501,834.51	407,520.57
401 - CAPITAL IMPROVEMENT FUND	595,322.63	198,218.76	198,218.76	-	793,541.39
420 - PARKS MAJOR MAINTENANCE CIP	1,194,507.76	(12,143.21)	-	12,143.21	1,182,364.55
					<u>4,383,798.54</u>
HOUSING AUTHORITY					
216 - HOUSING AUTHORITY	929,512.04	(6,226.00)	-	6,226.00	923,286.04
					<u>923,286.04</u>
SUCCESSOR AGENCY					
303 - REDEV OBLIG RETIRE FUND	577,360.74	(483,357.72)	-	483,357.72	94,003.02
					<u>94,003.02</u>
INTERNAL SERVICES					
501 - VEHICLE REPLACEMENT/MAINT	993,087.88	(34,908.09)	1,179.74	36,087.83	958,179.79
502 - RISK MANAGEMENT FUND	1,394,089.23	44,544.24	58,585.67	14,041.43	1,438,633.47
503 - TECHNOLOGY/COMMUNICATIONS	376,350.38	(40,370.15)	555.96	40,926.11	335,980.23
504 - FACILITY MAINT/REPLACEMENT	304,308.41	100,000.00	100,000.00	-	404,308.41
					<u>3,137,101.90</u>
SEWER FUND					
601 - SEWER ENTERPRISE FUND	4,776,997.74	(542,647.99)	690,424.03	1,233,072.02	4,234,349.75
					<u>4,234,349.75</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>\$ 29,565,332.73</u></u>



**CITY OF IMPERIAL BEACH
TREASURER'S REPORT
Statement of Cash Flows
For the Month Ended
November 30, 2024**

ATTACHMENT 1

<u>CASH DEPOSIT ACCOUNTS</u>	Beginning Balance	Total Activity	Total Debits	Total Credits	Ending Balance
Chase - Checking (Operating)	319,789.26	(971,913.61)	3,847,216.65	4,819,130.26	\$ (652,124.35)
Chandler Investments	23,501,971.29	47,545.96	47,545.96	-	23,549,517.25
LAIF	7,367,939.83	(700,000.00)	-	700,000.00	6,667,939.83
					<u>\$ 29,565,332.73</u>

Operating Bank Reconciliation

General Ledger Balance	(652,124.35)
Outstanding Checks/Deposits/Adjustments	\$2,974,521.10
Statement Balance	<u>\$2,322,396.75</u>

Chandler Asset Management Reconciliation

General Ledger Balance	23,549,517.25
Cash Receivable Pending/Interest/Market Value/Other Adjustments	4,682.37
Statement Balance	<u>\$ 23,554,199.62</u>

LAIF Reconciliation

General Ledger Balance	6,667,939.83
Interest/Market Value/Other Adjustments	-
Statement Balance	<u>\$ 6,667,939.83</u>



**CITY OF IMPERIAL BEACH
TREASURER'S REPORT
Cash and Investments
As of November 30, 2024**

ATTACHMENT 1

Description	Cost Value	Market Value	Interest/Yield to Maturity	Maturity Date	% of Portfolio
Cash and Cash Equivalents					
Chase Bank (statement balance)	\$2,322,396.75	\$2,322,396.75	0.000%	n/a	6.92%
LAIF	6,667,939.83	6,700,760.70	4.477%	n/a	19.86%
Investments					
Chandler Investments					
Asset-Backed Securities	1,323,183.03	1,329,926.23	4.580%	See Attached	3.94%
Federal Agencies	5,734,404.50	5,781,003.91	4.270%	See Attached	17.08%
Collater. Mortgage Obligation	1,748,785.24	1,774,300.79	4.520%	See Attached	5.21%
Cash/ Receivable	4,682.35	4,682.35	0.000%	See Attached	0.01%
Commercial Paper	-	-	0.000%	See Attached	0.00%
US Corporate	5,615,053.20	5,688,951.35	4.460%	See Attached	16.72%
Money Market Funds	13,820.81	13,820.81	4.260%	See Attached	0.04%
Negotiable CDs	-	-	0.000%	See Attached	0.00%
Supranational	615,157.20	625,377.88	4.240%	See Attached	1.83%
US Treasury	8,499,113.28	8,570,417.48	4.240%	See Attached	25.31%
Total Cash and Investments	\$32,544,536.19	\$32,811,638.25	4.339%		
PARS Section 115 Trust Fund					
Pension					
Portfolio Balance	\$ 728,131.08	\$ 920,613.43	0.000%	n/a	2.17%
OPEB					
Portfolio Balance	\$ 300,000.00	\$ 381,120.43	0.000%	n/a	0.89%
	\$ 1,028,131.08	\$ 1,301,733.86			
Bond Reserves					
2020 Tax Allocation Revenue Bonds					
Cash Management	1,509.01	1,509.01	0.000%	n/a	0.00%
2022 Tax Allocation Revenue Bonds					
Cash Management	-	-	0.000%	n/a	0.00%
Total Bond Reserves	\$ 1,509.01	\$ 1,509.01			
Total Investment Portfolio	\$ 33,574,176.28	\$ 34,114,881.12			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 November 30, 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 November 30, 2024

Portfolio Characteristics

Average Modified Duration	1.81
Average Coupon	3.54%
Average Purchase YTM	4.15%
Average Market YTM	4.34%
Average Quality	AA+
Average Final Maturity	2.06
Average Life	1.86

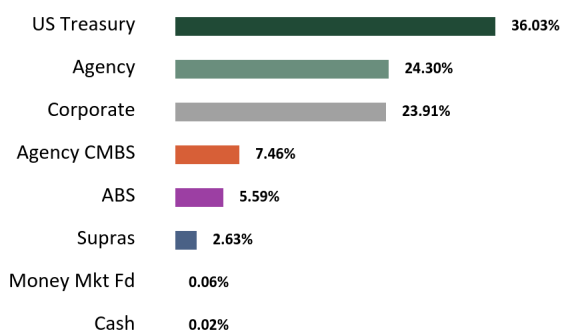
Account Summary

	Beg. Values as of 11/01/2024	End Values as of 11/30/2024
Market Value	23,712,961.45	23,788,480.81
Accrued Interest	159,620.27	173,121.11
Total Market Value	23,872,581.72	23,961,601.91
Income Earned	81,365.06	78,042.89
Cont/WD	0.00	0.00
Par	23,911,696.54	23,984,424.31
Book Value	23,669,318.11	23,735,110.83
Cost Value	23,503,303.89	23,554,199.62

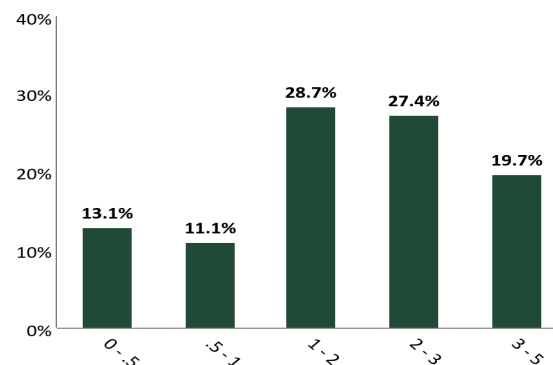
Top Issuers

United States	36.03%
Federal Home Loan Banks	14.47%
Farm Credit System	8.81%
FHLMC	7.46%
State Street Corporation	1.27%
BlackRock, Inc.	1.27%
Toyota Motor Corporation	1.23%
PACCAR Inc	1.21%

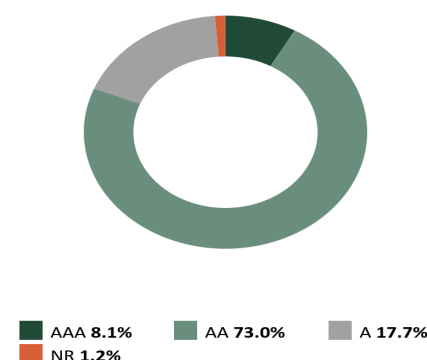
Sector Allocation



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	0.38%	0.62%	4.31%	5.49%	4.87%	2.05%	1.84%	1.68%	1.60%
Benchmark Return*	0.29%	0.51%	3.84%	5.00%	4.15%	1.33%	1.39%	1.35%	1.28%
Secondary Benchmark Return*	0.31%	0.57%	4.05%	5.24%	4.36%	1.48%	1.52%	1.50%	1.43%

*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: 12/06/2024 03:45:58 PM

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

STATEMENT OF COMPLIANCE



City of Imperial Beach | Account | As of November 30, 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	5.6	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	23.9	Compliant	
Max % Issuer (MV)	5.0	1.3	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 November 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	24.3	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 November 30, 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	36.0	Compliant	
Max % Issuer (MV)	100.0	35.9	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY



City of Imperial Beach | Account | As of November 30, 2024

Maturities / Calls

Month to Date	(1,150,000.00)
Fiscal Year to Date	(3,770,000.00)

Principal Paydowns

Month to Date	(36,461.16)
Fiscal Year to Date	(181,597.34)

Purchases

Month to Date	2,497,407.18
Fiscal Year to Date	9,483,993.37

Sales

Month to Date	(1,259,782.84)
Fiscal Year to Date	(5,228,486.38)

Interest Received

Month to Date	54,265.03
Fiscal Year to Date	323,504.00

Purchased / Sold Interest

Month to Date	(1,002.76)
Fiscal Year to Date	(9,213.79)

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	23,669,318.11	23,360,363.10
Maturities/Calls	(1,150,000.00)	(3,770,000.00)
Principal Paydowns	(36,461.16)	(181,597.34)
Purchases	2,497,407.18	9,483,993.37
Sales	(1,259,782.84)	(5,228,486.38)
Change in Cash, Payables, Receivables	3,349.77	(3,301.28)
Amortization/Accretion	11,279.79	74,870.76
Realized Gain (Loss)	(0.02)	(731.39)
Ending Book Value	23,735,110.83	23,735,110.83

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	23,712,961.45	23,182,311.19
Maturities/Calls	(1,150,000.00)	(3,770,000.00)
Principal Paydowns	(36,461.16)	(181,597.34)
Purchases	2,497,407.18	9,483,993.37
Sales	(1,259,782.84)	(5,228,486.38)
Change in Cash, Payables, Receivables	3,349.77	(3,301.28)
Amortization/Accretion	11,279.79	74,870.76
Change in Net Unrealized Gain (Loss)	9,726.64	231,421.88
Realized Gain (Loss)	(0.02)	(731.39)
Ending Market Value	23,788,480.81	23,788,480.81

HOLDINGS REPORT



City of Imperial Beach | Account | As of November 30, 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									
43815EAC8	HAROT 2021-3 A3 0.41 11/18/2025	4,929.45	08/17/2021 0.33%	4,929.38 4,929.44	99.60 5.32%	4,909.83 0.73	0.02% (19.61)	NA/AAA AAA	0.97 0.08
05593AAC3	BMWLT 2023-1 A3 5.16 11/25/2025	9,098.73	02/07/2023 5.43%	9,098.52 9,098.66	100.08 4.63%	9,106.01 7.82	0.04% 7.35	Aaa/AAA NA	0.99 0.14
43815GAC3	HAROT 2021-4 A3 0.88 01/21/2026	7,746.14	11/16/2021 0.89%	7,744.51 7,745.74	99.03 4.85%	7,670.95 1.89	0.03% (74.80)	Aaa/NA AAA	1.14 0.24
47789QAC4	JDOT 2021-B A3 0.52 03/16/2026	7,599.18	07/13/2021 0.52%	7,598.50 7,599.07	99.24 5.06%	7,541.27 1.76	0.03% (57.80)	Aaa/NA AAA	1.29 0.17
89238JAC9	TAOT 2021-D A3 0.71 04/15/2026	8,268.67	11/09/2021 0.95%	8,268.49 8,268.63	99.07 5.14%	8,192.00 2.61	0.03% (76.63)	NA/AAA AAA	1.37 0.21
44935FAD6	HART 2021-C A3 0.74 05/15/2026	4,407.70	11/09/2021 0.75%	4,406.72 4,407.43	99.40 5.01%	4,381.20 1.45	0.02% (26.23)	NA/AAA AAA	1.45 0.14
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	16,769.99	05/10/2022 3.63%	16,769.12 16,769.71	99.44 4.73%	16,676.69 8.97	0.07% (93.02)	Aaa/AAA NA	1.73 0.37
47787JAC2	JDOT 2022 A3 0.36 09/15/2026	16,634.03	03/10/2022 2.34%	16,630.35 16,632.66	99.04 4.82%	16,473.61 17.15	0.07% (159.05)	Aaa/NA AAA	1.79 0.39
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	7,386.56	10/13/2021 0.68%	7,386.37 7,386.52	98.88 4.89%	7,303.50 2.09	0.03% (83.01)	Aaa/AAA NA	1.79 0.27
448977AD0	HART 2022-A A3 2.22 10/15/2026	33,691.04	03/09/2022 2.23%	33,689.75 33,690.64	99.11 4.92%	33,390.86 33.24	0.14% (299.79)	NA/AAA AAA	1.87 0.33
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	7,786.45	01/11/2022 1.24%	7,785.77 7,786.25	98.92 4.78%	7,702.18 4.09	0.03% (84.07)	NA/AAA AAA	1.96 0.31
362585AC5	GMCAR 2022-2 A3 3.1 02/16/2027	20,207.69	04/05/2022 3.16%	20,203.46 20,206.17	99.27 4.79%	20,060.32 26.10	0.08% (145.85)	Aaa/AAA NA	2.21 0.43
43815JAC7	HAROT 2023-1 A3 5.04 04/21/2027	45,000.00	02/16/2023 5.09%	44,991.64 44,995.20	100.26 4.71%	45,118.45 63.00	0.19% 123.25	Aaa/NA AAA	2.39 0.69
02582JIT8	AMXCA 2022-2 A 3.39 05/17/2027	110,000.00	05/17/2022 3.42%	109,975.67 109,994.67	99.44 4.69%	109,383.84 165.73	0.46% (610.84)	NA/AAA AAA	0.45 0.44
58768PAC8	MBART 2022-1 A3 5.21 08/16/2027	63,532.70	02/15/2023 5.03%	63,860.29 63,696.50	100.36 4.70%	63,758.74 147.11	0.27% 62.24	Aaa/AAA NA	2.71 0.63
38012QAD0	GMALT 2024-3 A3 4.21 10/20/2027	65,000.00	09/24/2024 4.61%	64,992.31 64,992.72	99.52 4.54%	64,686.25 83.62	0.27% (306.47)	NA/AAA AAA	2.89 1.63
47800CAC0	JDOT 2023 A3 5.01 11/15/2027	70,000.00	02/22/2023 3.39%	69,987.25 69,992.00	100.39 4.60%	70,275.27 155.87	0.30% 283.27	Aaa/NA AAA	2.96 0.84

HOLDINGS REPORT



City of Imperial Beach | Account | As of November 30, 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
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	60,000.00	05/17/2024 5.73%	59,992.98 59,993.99	101.29 4.58%	60,772.40 141.87	0.26% 778.41	Aaa/NA AAA	3.13 1.61
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	95,000.00	09/17/2024 4.24%	94,984.01 94,984.88	99.53 4.56%	94,549.00 178.60	0.40% (435.88)	NA/AAA AAA	3.21 1.65
362583AD8	GMCAR 2023-2 A3 4.47 02/16/2028	65,000.00	04/04/2023 4.51%	64,998.21 64,998.81	99.93 4.59%	64,956.03 121.06	0.27% (42.78)	Aaa/AAA NA	3.21 0.84
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	75,000.00	11/01/2023 5.74%	74,986.79 74,989.84	101.68 4.50%	76,259.76 118.13	0.32% 1,269.92	Aaa/NA AAA	3.56 1.33
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	60,000.00	11/07/2023 6.30%	59,993.53 59,994.96	101.57 4.50%	60,941.02 147.73	0.26% 946.07	NA/AAA AAA	3.71 1.41
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	245,000.00	09/07/2023 5.17%	244,932.09 244,948.56	101.24 4.48%	248,038.27 561.87	1.04% 3,089.71	NR/AAA AAA	3.79 1.67
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	105,000.00	06/04/2024 5.24%	104,984.05 104,985.65	101.30 4.44%	106,365.72 90.65	0.45% 1,380.07	Aaa/AAA NA	4.24 1.62
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	120,000.00	06/06/2024 4.93%	119,993.27 119,993.93	101.18 4.46%	121,413.07 262.93	0.51% 1,419.14	Aaa/AAA NA	4.45 2.26
Total ABS		1,323,058.34	4.58%	1,323,183.03 1,323,082.62	100.53 4.58%	1,329,926.23 2,346.08	5.59% 6,843.62	Aaa/AAA AAA	3.08 1.27

AGENCY									
3130AQF40	FEDERAL HOME LOAN BANKS 1.0 12/20/2024	175,000.00	12/21/2021 1.03%	174,846.00 174,997.33	99.82 4.60%	174,684.00 782.64	0.73% (313.32)	Aaa/AA+ AA+	0.05 0.05
3133ENKS8	FEDERAL FARM CREDIT BANKS FUNDING CORP 1.125 01/06/2025	90,000.00	01/06/2022 1.20%	89,797.50 89,993.32	99.66 4.71%	89,694.47 407.81	0.38% (298.85)	Aaa/AA+ AA+	0.10 0.09
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	250,000.00	03/07/2022 1.76%	238,280.00 247,528.25	97.14 4.40%	242,848.28 250.00	1.02% (4,679.96)	Aaa/AA+ AA+	0.73 0.71
3133ERPX3	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 11/19/2025	1,000,000.00	08/19/2024 4.42%	998,060.00 998,498.20	99.83 4.43%	998,267.19 1,416.67	4.20% (231.01)	Aaa/AA+ AA+	0.97 0.93
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	350,000.00	01/26/2023 4.00%	354,683.00 351,681.77	100.18 4.31%	350,644.58 7,393.75	1.47% (1,037.18)	Aaa/AA+ AA+	1.03 0.97
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	250,000.00	03/14/2023 4.30%	248,767.50 249,473.88	99.73 4.34%	249,313.03 2,234.38	1.05% (160.85)	Aaa/AA+ AA+	1.28 1.22
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026	250,000.00	08/09/2023 4.58%	249,425.00 249,674.20	100.49 4.20%	251,216.87 3,343.75	1.06% 1,542.67	Aaa/AA+ AA+	1.70 1.60

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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
3130AWTQ3	FEDERAL HOME LOAN BANKS 4.625 09/11/2026	1,000,000.00	09/13/2023 4.81%	994,820.00 996,924.23	100.67 4.23%	1,006,709.55 10,277.78	4.23% 9,785.32	Aaa/AA+ AA+	1.78 1.67
3130AXQL5	FEDERAL HOME LOAN BANKS 4.875 12/11/2026	250,000.00	12/27/2023 4.04%	255,720.00 253,922.89	101.36 4.17%	253,403.23 5,755.21	1.07% (519.66)	Aaa/AA+ AA+	2.03 1.87
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	500,000.00	06/26/2024 4.57%	500,765.00 500,653.69	101.15 4.14%	505,757.64 12,654.51	2.13% 5,103.95	Aaa/AA+ AA+	2.53 2.31
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	400,000.00	07/06/2023 4.49%	391,388.00 393,833.50	99.43 4.17%	397,733.01 7,644.44	1.67% 3,899.51	Aaa/AA+ AA+	3.53 3.19
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	500,000.00	09/07/2023 4.49%	497,450.00 498,078.08	100.76 4.15%	503,820.10 5,043.40	2.12% 5,742.02	Aaa/AA+ AA+	3.77 3.41
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	250,000.00	10/12/2023 4.71%	247,682.50 248,212.07	101.11 4.18%	252,782.90 2,156.25	1.06% 4,570.83	Aaa/AA+ AA+	3.81 3.44
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	500,000.00	04/22/2024 4.71%	492,720.00 493,611.43	100.83 4.16%	504,129.07 3,098.96	2.12% 10,517.64	Aaa/AA+ AA+	4.36 3.91
Total Agency		5,765,000.00	4.24%	5,734,404.50 5,747,082.82	100.29 4.27%	5,781,003.91 62,459.55	24.30% 33,921.10	Aaa/AA+ AA+	2.13 1.96

AGENCY CMBS									
3137BKRJ1	FHMS K-047 A2 3.329 05/25/2025	97,862.82	05/19/2022 3.04%	98,428.59 97,942.44	99.26 4.73%	97,135.23 271.49	0.41% (807.21)	Aaa/AA+ AAA	0.48 0.38
3137BMTX4	FHMS K-052 A2 3.151 11/25/2025	250,000.00	02/10/2023 4.54%	241,220.70 247,029.23	98.64 4.64%	246,609.00 656.46	1.04% (420.23)	Aaa/AA+ AAA	0.99 0.78
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	250,000.00	02/15/2023 4.64%	237,392.58 245,222.45	98.03 4.59%	245,076.10 571.88	1.03% (146.35)	Aaa/AA+ AAA	1.15 0.99
3137BQYS0	FHMS K-056 A2 2.525 05/25/2026	250,000.00	02/08/2023 4.30%	236,826.17 244,204.86	97.27 4.54%	243,172.48 526.04	1.02% (1,032.39)	Aaa/AA+ AAA	1.48 1.29
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	250,000.00	01/31/2023 4.11%	237,910.16 244,234.81	96.94 4.47%	242,344.35 552.71	1.02% (1,890.46)	Aaa/AA+ AAA	1.73 1.62
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	250,000.00	02/08/2023 4.21%	242,861.33 246,168.88	97.89 4.46%	244,720.33 714.58	1.03% (1,448.56)	Aaa/AA+ AAA	2.15 1.90
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	250,000.00	05/12/2023 3.98%	242,705.08 245,381.94	96.90 4.44%	242,246.73 675.83	1.02% (3,135.22)	Aaa/AA+ AA+	2.73 2.50
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	220,000.00	05/24/2023 4.27%	211,440.63 214,252.92	96.82 4.43%	212,996.59 614.17	0.90% (1,256.34)	Aaa/AA+ AAA	3.15 2.83

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Total Agency CMBS		1,817,862.82	4.23%	1,748,785.24 1,784,437.53	97.61 4.52%	1,774,300.79 4,583.15	7.46% (10,136.74)	Aaa/AA+ AAA	1.81 1.61
CASH									
CCYUSD	Receivable	4,682.35	-- 0.00%	4,682.35 4,682.35	1.00 0.00%	4,682.35 0.00	0.02% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		4,682.35	0.00%	4,682.35 4,682.35	1.00 0.00%	4,682.35 0.00	0.02% 0.00	Aaa/AAA AAA	0.00 0.00
CORPORATE									
63743HFC1	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025	125,000.00	03/18/2022 2.75%	121,962.50 124,803.85	99.44 4.99%	124,297.08 742.19	0.52% (506.77)	A2/A- A	0.19 0.18
69371RR73	PACCAR FINANCIAL CORP 2.85 04/07/2025	70,000.00	03/31/2022 2.86%	69,981.80 69,997.89	99.36 4.71%	69,549.88 299.25	0.29% (448.01)	A1/A+ NA	0.35 0.34
87612EBL9	TARGET CORP 2.25 04/15/2025	150,000.00	02/17/2022 2.08%	150,739.50 150,068.85	99.12 4.65%	148,683.05 431.25	0.63% (1,385.81)	A2/A A	0.37 0.36
06406RBC0	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	110,000.00	04/19/2022 3.35%	109,984.60 109,997.96	99.41 4.84%	109,352.20 368.50	0.46% (645.76)	Aa3/A AA-	0.40 0.39
438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	150,000.00	03/09/2022 2.30%	145,542.00 149,311.24	98.34 4.76%	147,514.04 1,012.50	0.62% (1,797.20)	A2/A A	0.50 0.49
594918BJ2	MICROSOFT CORP 3.125 11/03/2025	250,000.00	01/27/2023 4.27%	242,652.50 247,541.10	98.80 4.47%	246,991.94 607.64	1.04% (549.17)	Aaa/AAA WR	0.93 0.89
92826CAD4	VISA INC 3.15 12/14/2025	200,000.00	02/09/2023 4.50%	192,858.00 197,391.62	98.69 4.47%	197,370.10 2,922.50	0.83% (21.52)	Aa3/AA- NA	1.04 0.99
857477BR3	STATE STREET CORP 1.746 02/06/2026	40,000.00	02/02/2022 1.75%	40,000.00 40,000.00	99.37 5.06%	39,749.95 223.10	0.17% (250.05)	Aa3/A AA-	1.19 0.18
713448FQ6	PEPSICO INC 4.55 02/13/2026	45,000.00	02/13/2023 4.57%	44,973.90 44,989.53	100.17 4.40%	45,076.48 614.25	0.19% 86.96	A1/A+ NA	1.21 1.06
037833BY5	APPLE INC 3.25 02/23/2026	250,000.00	02/01/2023 4.27%	242,755.00 247,085.12	98.70 4.35%	246,752.52 2,211.81	1.04% (332.60)	Aaa/AA+ NA	1.23 1.18
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	200,000.00	03/09/2023 5.09%	190,024.00 195,494.71	98.45 4.49%	196,891.26 521.11	0.83% 1,396.55	A2/A A	1.42 1.36
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	150,000.00	01/11/2023 4.55%	133,867.50 142,732.64	95.16 4.40%	142,738.85 764.06	0.60% 6.21	A1/A+ A+	1.55 1.49

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74340XBU4	PROLOGIS LP 3.25 06/30/2026	200,000.00	01/27/2023 4.42%	192,662.00 196,607.79	98.15 4.48%	196,300.84 2,726.39	0.83% (306.95)	A3/A NA	1.58 1.50
857477CD3	STATE STREET CORP 5.272 08/03/2026	100,000.00	07/31/2023 5.27%	100,000.00 100,000.00	101.17 4.53%	101,173.62 1,728.04	0.43% 1,173.62	Aa3/A AA-	1.67 1.48
69371RS56	PACCAR FINANCIAL CORP 5.05 08/10/2026	215,000.00	08/03/2023 5.07%	214,892.50 214,939.48	100.98 4.44%	217,107.64 3,347.73	0.91% 2,168.16	A1/A+ NA	1.69 1.58
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	250,000.00	09/12/2023 5.54%	249,922.50 249,954.69	101.61 4.53%	254,025.20 3,952.63	1.07% 4,070.51	Aa1/A+ AA	1.71 1.52
437076CV2	HOME DEPOT INC 4.95 09/30/2026	80,000.00	11/27/2023 5.04%	79,824.80 79,886.49	100.94 4.40%	80,754.39 671.00	0.34% 867.90	A2/A A	1.83 1.64
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	250,000.00	10/31/2023 5.87%	250,077.50 250,048.89	102.35 4.58%	255,869.82 1,266.26	1.08% 5,820.93	Aa3/A+ AA-	1.91 1.71
713448FW3	PEPSICO INC 5.125 11/10/2026	90,000.00	11/08/2023 5.13%	89,975.70 89,984.28	101.39 4.37%	91,252.77 269.06	0.38% 1,268.49	A1/A+ NA	1.94 1.75
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 4.59%	116,490.71 2,858.64	0.49% 1,490.71	A2/A- AA-	2.03 1.86
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	250,000.00	01/18/2024 4.52%	249,852.50 249,895.21	100.41 4.29%	251,031.69 4,468.75	1.06% 1,136.48	A1/A A+	2.11 1.95
78016HZA0	ROYAL BANK OF CANADA 4.875 01/19/2027	215,000.00	01/10/2024 4.88%	214,946.25 214,961.80	100.82 4.47%	216,759.56 3,843.13	0.91% 1,797.76	A1/A AA-	2.14 1.97
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	250,000.00	03/01/2024 4.78%	250,167.50 250,124.56	100.94 4.35%	252,344.42 3,166.67	1.06% 2,219.86	A1/AA- NA	2.24 2.00
857477CL5	STATE STREET CORP 4.993 03/18/2027	160,000.00	03/13/2024 4.99%	160,000.00 160,000.00	101.08 4.49%	161,731.88 1,619.95	0.68% 1,731.88	Aa3/A AA-	2.30 2.05
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	150,000.00	10/13/2022 5.00%	143,916.00 146,747.89	99.02 4.43%	148,535.71 350.00	0.62% 1,787.82	A2/A+ A+	2.44 2.29
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	250,000.00	05/17/2024 4.93%	250,490.00 250,402.63	101.46 4.37%	253,640.08 590.28	1.07% 3,237.45	A2/A A+	2.45 2.28
437076DB5	HOME DEPOT INC 4.875 06/25/2027	200,000.00	-- 4.94%	199,626.55 199,680.78	101.22 4.36%	202,443.99 4,225.00	0.85% 2,763.22	A2/A A	2.57 2.27
09290DAH4	BLACKROCK INC 4.6 07/26/2027	300,000.00	07/23/2024 4.57%	300,240.00 300,211.15	100.70 4.32%	302,095.55 4,791.67	1.27% 1,884.40	Aa3/AA- NA	2.65 2.36
023135BC9	AMAZON.COM INC 3.15 08/22/2027	250,000.00	07/10/2024 4.73%	238,730.00 240,112.64	97.06 4.30%	242,655.35 2,165.63	1.02% 2,542.71	A1/AA AA-	2.73 2.55
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	150,000.00	06/20/2024 4.89%	148,485.00 148,693.22	100.32 4.42%	150,480.00 1,346.04	0.63% 1,786.78	A1/A+ A+	2.80 2.58

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91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	240,000.00	07/30/2024 4.60%	228,345.60 229,569.76	96.19 4.37%	230,867.55 904.67	0.97% 1,297.79	A2/A+ A	2.87 2.70
57636QBA1	MASTERCARD INC 4.1 01/15/2028	250,000.00	09/19/2024 3.76%	252,557.50 252,401.58	99.37 4.32%	248,423.23 2,448.61	1.04% (3,978.35)	Aa3/A+ NA	3.13 2.87
Total Corporate		5,705,000.00	4.54%	5,615,053.20 5,658,637.34	99.75 4.46%	5,688,951.35 57,458.30	23.91% 30,314.01	A1/A+ A+	1.87 1.72
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	13,820.81	-- 4.26%	13,820.81 13,820.81	1.00 4.26%	13,820.81 0.00	0.06% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		13,820.81	4.26%	13,820.81 13,820.81	1.00 4.26%	13,820.81 0.00	0.06% 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%	149,884.50 149,941.36	100.24 4.33%	150,354.97 300.00	0.63% 413.60	Aaa/AAA NA	1.45 1.39
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	230,000.00	11/29/2023 4.49%	229,250.20 229,488.47	100.25 4.25%	230,571.18 3,802.26	0.97% 1,082.70	Aaa/AAA NA	2.13 1.97
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	250,000.00	09/28/2023 4.82%	236,022.50 239,434.77	97.78 4.17%	244,451.73 3,378.47	1.03% 5,016.96	Aaa/AAA NA	3.62 3.31
Total Supranational		630,000.00	4.63%	615,157.20 618,864.61	99.28 4.24%	625,377.88 7,480.73	2.63% 6,513.27	Aaa/AAA NA	2.55 2.35
US TREASURY									
912828Z52	UNITED STATES TREASURY 1.375 01/31/2025	200,000.00	02/16/2021 0.38%	207,843.75 200,331.35	99.50 4.44%	199,000.00 919.16	0.84% (1,331.35)	Aaa/AA+ AA+	0.17 0.16
912828ZC7	UNITED STATES TREASURY 1.125 02/28/2025	250,000.00	02/09/2022 1.59%	246,533.20 249,723.03	99.19 4.47%	247,980.96 714.78	1.04% (1,742.07)	Aaa/AA+ AA+	0.25 0.24
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	250,000.00	03/17/2021 0.63%	248,671.88 249,891.88	98.73 4.44%	246,826.17 212.91	1.04% (3,065.70)	Aaa/AA+ AA+	0.33 0.32

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91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	1,000,000.00	04/12/2024 5.12%	975,937.50 991,100.17	99.35 4.39%	993,546.87 3,389.42	4.18% 2,446.70	Aaa/AA+ AA+	0.37 0.36
912828ZL7	UNITED STATES TREASURY 0.375 04/30/2025	250,000.00	03/30/2021 0.66%	247,138.67 249,712.14	98.35 4.45%	245,884.77 80.28	1.03% (3,827.37)	Aaa/AA+ AA+	0.41 0.40
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	250,000.00	10/14/2021 0.78%	245,244.14 249,349.84	97.97 4.45%	244,923.83 1.72	1.03% (4,426.01)	Aaa/AA+ AA+	0.50 0.48
91282CAB7	UNITED STATES TREASURY 0.25 07/31/2025	250,000.00	12/02/2021 1.05%	242,753.91 248,687.46	97.30 4.43%	243,251.95 208.90	1.02% (5,435.51)	Aaa/AA+ AA+	0.67 0.65
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	250,000.00	05/05/2022 2.99%	250,097.66 250,023.81	98.89 4.38%	247,228.52 1,277.47	1.04% (2,795.29)	Aaa/AA+ AA+	0.83 0.80
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	250,000.00	06/09/2022 3.05%	249,580.08 249,886.53	98.77 4.39%	246,929.69 642.27	1.04% (2,956.84)	Aaa/AA+ AA+	0.92 0.88
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	350,000.00	01/27/2023 3.84%	334,496.09 343,267.70	97.43 4.27%	341,003.91 711.84	1.43% (2,263.79)	Aaa/AA+ AA+	1.41 1.36
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	350,000.00	01/27/2023 3.83%	323,175.78 337,096.16	95.56 4.23%	334,468.75 1,540.76	1.41% (2,627.41)	Aaa/AA+ AA+	1.71 1.65
91282CLS8	UNITED STATES TREASURY 4.125 10/31/2026	1,000,000.00	11/06/2024 4.29%	996,953.13 997,054.27	99.86 4.20%	998,593.75 3,532.46	4.20% 1,539.48	Aaa/AA+ AA+	1.92 1.81
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	250,000.00	01/27/2023 3.79%	234,355.47 241,934.88	95.93 4.19%	239,833.99 220.99	1.01% (2,100.89)	Aaa/AA+ AA+	1.96 1.88
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	250,000.00	10/21/2022 4.40%	231,025.39 240,031.88	96.38 4.15%	240,957.03 1,064.56	1.01% 925.15	Aaa/AA+ AA+	2.33 2.22
91282CKJ9	UNITED STATES TREASURY 4.5 04/15/2027	250,000.00	05/21/2024 4.60%	249,287.11 249,417.16	100.77 4.16%	251,914.06 1,452.61	1.06% 2,496.91	Aaa/AA+ AA+	2.37 2.22
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	250,000.00	10/13/2022 4.26%	239,277.34 244,120.03	97.87 4.13%	244,677.74 3,400.14	1.03% 557.70	Aaa/AA+ AA+	2.58 2.41
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	250,000.00	01/20/2023 3.59%	245,068.36 247,057.45	97.40 4.13%	243,505.86 1,985.50	1.02% (3,551.59)	Aaa/AA+ AA+	2.75 2.57
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	1,000,000.00	10/11/2023 4.70%	979,570.31 985,435.56	100.01 4.12%	1,000,117.19 7,026.10	4.20% 14,681.63	Aaa/AA+ AA+	2.83 2.63
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	275,000.00	11/26/2024 4.25%	259,832.03 259,888.05	94.83 4.13%	260,788.09 273.48	1.10% 900.03	Aaa/AA+ AA+	2.96 2.81
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	500,000.00	02/09/2024 4.17%	473,593.75 478,294.26	95.75 4.12%	478,750.00 4,218.75	2.01% 455.75	Aaa/AA+ AA+	3.71 3.43
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	400,000.00	03/18/2024 4.39%	378,906.25 382,091.38	96.44 4.11%	385,750.00 552.49	1.62% 3,658.62	Aaa/AA+ AA+	3.96 3.66

HOLDINGS REPORT



City of Imperial Beach | Account | As of November 30, 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
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	250,000.00	09/27/2024 3.53%	241,708.98 242,010.65	94.47 4.11%	236,171.88 18.89	0.99% (5,838.77)	Aaa/AA+ AA+	4.50 4.16
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	400,000.00	10/30/2024 4.30%	398,062.50 398,097.14	99.58 4.10%	398,312.50 5,347.83	1.67% 215.36	Aaa/AA+ AA+	4.67 4.16
Total US Treasury		8,725,000.00	3.71%	8,499,113.28 8,584,502.75	98.26 4.24%	8,570,417.48 38,793.30	36.03% (14,085.28)	Aaa/AA+ AA+	1.99 1.86
Total Portfolio		23,984,424.31	4.15%	23,554,199.62 23,735,110.83	99.14 4.34%	23,788,480.81 173,121.11	100.00% 53,369.98	Aa2/AA AA	2.06 1.81
Total Market Value + Accrued						23,961,601.91			

TRANSACTION LEDGER



City of Imperial Beach | Account | As of November 30, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	11/01/2024	31846V203	1,687.50	FIRST AMER:GVT OBLG Y	1.000	4.45%	(1,687.50)	0.00	(1,687.50)	0.00
Purchase	11/01/2024	31846V203	150,000.00	FIRST AMER:GVT OBLG Y	1.000	4.45%	(150,000.00)	0.00	(150,000.00)	0.00
Purchase	11/04/2024	31846V203	8,588.83	FIRST AMER:GVT OBLG Y	1.000	4.44%	(8,588.83)	0.00	(8,588.83)	0.00
Purchase	11/05/2024	31846V203	1,000,000.00	FIRST AMER:GVT OBLG Y	1.000	4.42%	(1,000,000.00)	0.00	(1,000,000.00)	0.00
Purchase	11/07/2024	91282CLS8	1,000,000.00	UNITED STATES TREASURY 4.125 10/31/2026	99.695	4.29%	(996,953.13)	(797.65)	(997,750.78)	0.00
Purchase	11/12/2024	31846V203	5,306.25	FIRST AMER:GVT OBLG Y	1.000	4.42%	(5,306.25)	0.00	(5,306.25)	0.00
Purchase	11/14/2024	31846V203	6,250.00	FIRST AMER:GVT OBLG Y	1.000	4.42%	(6,250.00)	0.00	(6,250.00)	0.00
Purchase	11/15/2024	31846V203	31,949.86	FIRST AMER:GVT OBLG Y	1.000	4.42%	(31,949.86)	0.00	(31,949.86)	0.00
Purchase	11/15/2024	31846V203	5,359.15	FIRST AMER:GVT OBLG Y	1.000	4.42%	(5,359.15)	0.00	(5,359.15)	0.00
Purchase	11/18/2024	31846V203	3,903.92	FIRST AMER:GVT OBLG Y	1.000	4.26%	(3,903.92)	0.00	(3,903.92)	0.00
Purchase	11/18/2024	31846V203	3,436.25	FIRST AMER:GVT OBLG Y	1.000	4.26%	(3,436.25)	0.00	(3,436.25)	0.00
Purchase	11/19/2024	31846V203	10,625.00	FIRST AMER:GVT OBLG Y	1.000	4.41%	(10,625.00)	0.00	(10,625.00)	0.00
Purchase	11/20/2024	31846V203	228.04	FIRST AMER:GVT OBLG Y	1.000	4.41%	(228.04)	0.00	(228.04)	0.00
Purchase	11/21/2024	31846V203	2,109.25	FIRST AMER:GVT OBLG Y	1.000	4.41%	(2,109.25)	0.00	(2,109.25)	0.00
Purchase	11/25/2024	31846V203	1,126.01	FIRST AMER:GVT OBLG Y	1.000	4.26%	(1,126.01)	0.00	(1,126.01)	0.00
Purchase	11/25/2024	31846V203	10,051.96	FIRST AMER:GVT OBLG Y	1.000	4.26%	(10,051.96)	0.00	(10,051.96)	0.00
Purchase	11/27/2024	9128283F5	275,000.00	UNITED STATES TREASURY 2.25 11/15/2027	94.484	4.25%	(259,832.03)	(205.11)	(260,037.14)	0.00
Total Purchase			2,515,622.02				(2,497,407.18)	(1,002.76)	(2,498,409.94)	0.00
TOTAL ACQUISITIONS			2,515,622.02				(2,497,407.18)	(1,002.76)	(2,498,409.94)	0.00
OTHER										
Maturity	11/01/2024	78015K7C2	(150,000.00)	ROYAL BANK OF CANADA 2.25 11/01/2024	100.000	2.25%	150,000.00	0.00	150,000.00	0.00
Maturity	11/05/2024	912797MA2	(1,000,000.00)	UNITED STATES TREASURY 11/05/2024	100.000	0.00%	1,000,000.00	0.00	1,000,000.00	0.00
Total Maturity			(1,150,000.00)				1,150,000.00	0.00	1,150,000.00	0.00
Sale	11/07/2024	31846V203	(997,750.78)	FIRST AMER:GVT OBLG Y	1.000	4.42%	997,750.78	0.00	997,750.78	0.00
Sale	11/07/2024	31846V203	(1,994.92)	FIRST AMER:GVT OBLG Y	1.000	4.42%	1,994.92	0.00	1,994.92	0.00

TRANSACTION LEDGER



City of Imperial Beach | Account | As of November 30, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest	Pur/Sold	Total Amount	Gain/Loss
Sale	11/27/2024	31846V203	(260,037.14)	FIRST AMER:GVT OBLG Y	1.000	4.41%	260,037.14		0.00	260,037.14	0.00
Total Sale			(1,259,782.84)				1,259,782.84		0.00	1,259,782.84	0.00
TOTAL OTHER TRANSACTIONS			(2,409,782.84)				2,409,782.84		0.00	2,409,782.84	0.00
OTHER											
Coupon	11/01/2024	78015K7C2	0.00	ROYAL BANK OF CANADA 2.25 11/01/2024		2.25%	1,687.50		0.00	1,687.50	0.00
Coupon	11/01/2024	3137BKRJ1	0.00	FHMS K-047 A2 3.329 05/25/2025		2.67%	273.85		0.00	273.85	0.00
Coupon	11/01/2024	3137FBBX3	0.00	FHMS K-068 A2 3.244 08/25/2027		3.93%	675.83		0.00	675.83	0.00
Coupon	11/01/2024	3137BSP72	0.00	FHMS K-058 A2 2.653 08/25/2026		4.00%	552.71		0.00	552.71	0.00
Coupon	11/01/2024	3137BVZ82	0.00	FHMS K-063 A2 3.43 01/25/2027		4.15%	714.58		0.00	714.58	0.00
Coupon	11/01/2024	3137BQYS0	0.00	FHMS K-056 A2 2.525 05/25/2026		4.21%	526.04		0.00	526.04	0.00
Coupon	11/01/2024	3137FETN0	0.00	FHMS K-073 A2 3.35 01/25/2028		4.23%	614.17		0.00	614.17	0.00
Coupon	11/01/2024	3137BMTX4	0.00	FHMS K-052 A2 3.151 11/25/2025		4.43%	656.46		0.00	656.46	0.00
Coupon	11/01/2024	3137BNGT5	0.00	FHMS K-054 A2 2.745 01/25/2026		4.51%	571.88		0.00	571.88	0.00
Coupon	11/03/2024	594918BJ2	0.00	MICROSOFT CORP 3.125 11/03/2025		4.27%	3,906.25		0.00	3,906.25	0.00
Coupon	11/03/2024	00440EAV9	0.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		5.09%	3,350.00		0.00	3,350.00	0.00
Coupon	11/10/2024	665859AW4	0.00	NORTHERN TRUST CORP 4.0 05/10/2027		5.00%	3,000.00		0.00	3,000.00	0.00
Coupon	11/10/2024	713448FW3	0.00	PEPSICO INC 5.125 11/10/2026		5.13%	2,306.25		0.00	2,306.25	0.00
Coupon	11/14/2024	14913UAL4	0.00	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027		4.93%	6,250.00		0.00	6,250.00	0.00

TRANSACTION LEDGER



City of Imperial Beach | Account | As of November 30, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest	Pur/Sold	Total Amount	Gain/Loss
Coupon	11/15/2024	89190GAC1	0.00	TAOT 2021-B A3 0.26 11/17/2025		0.00%	1.10		0.00	1.10	0.00
Coupon	11/15/2024	47789QAC4	0.00	JDOT 2021-B A3 0.52 03/16/2026		0.53%	4.11		0.00	4.11	0.00
Coupon	11/15/2024	89238JAC9	0.00	TAOT 2021-D A3 0.71 04/15/2026		0.71%	5.87		0.00	5.87	0.00
Coupon	11/15/2024	44935FAD6	0.00	HART 2021-C A3 0.74 05/15/2026		0.77%	3.54		0.00	3.54	0.00
Coupon	11/15/2024	448977AD0	0.00	HART 2022-A A3 2.22 10/15/2026		2.23%	70.53		0.00	70.53	0.00
Coupon	11/15/2024	47787JAC2	0.00	JDOT 2022 A3 0.36 09/15/2026		2.35%	37.31		0.00	37.31	0.00
Coupon	11/15/2024	02582JJT8	0.00	AMXCA 2022-2 A 3.39 05/17/2027		3.42%	310.75		0.00	310.75	0.00
Coupon	11/15/2024	912828U24	0.00	UNITED STATES TREASURY 2.0 11/15/2026		3.79%	2,500.00		0.00	2,500.00	0.00
Coupon	11/15/2024	58769GAD5	0.00	MBALT 2024-B A3 4.23 02/15/2028		4.24%	334.88		0.00	334.88	0.00
Coupon	11/15/2024	9128285M8	0.00	UNITED STATES TREASURY 3.125 11/15/2028		4.39%	6,250.00		0.00	6,250.00	0.00
Coupon	11/15/2024	4581X0EK0	0.00	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026		4.53%	3,375.00		0.00	3,375.00	0.00
Coupon	11/15/2024	58768PAC8	0.00	MBART 2022-1 A3 5.21 08/16/2027		4.93%	296.19		0.00	296.19	0.00
Coupon	11/15/2024	05522RDJ4	0.00	BACCT 2024-1 A 4.93 05/15/2029		4.98%	493.00		0.00	493.00	0.00
Coupon	11/15/2024	47800CAC0	0.00	JDOT 2023 A3 5.01 11/15/2027		5.07%	292.25		0.00	292.25	0.00
Coupon	11/15/2024	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	11/15/2024	58770JAD6	0.00	MBALT 2024-A A3 5.32 01/18/2028		5.39%	266.00		0.00	266.00	0.00
Coupon	11/15/2024	89239FAD4	0.00	TAOT 2023-D A3 5.54 08/15/2028		5.61%	277.00		0.00	277.00	0.00

TRANSACTION LEDGER



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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest	Pur/Sold	Total Amount	Gain/Loss
Coupon	11/16/2024	362554AC1	0.00	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	4.85		0.00	4.85	0.00
Coupon	11/16/2024	380146AC4	0.00	GMCAR 2022-1 A3 1.26 11/16/2026		1.27%	9.31		0.00	9.31	0.00
Coupon	11/16/2024	362585AC5	0.00	GMCAR 2022-2 A3 3.1 02/16/2027		3.13%	57.26		0.00	57.26	0.00
Coupon	11/16/2024	362583AD8	0.00	GMCAR 2022-2 A3 4.47 02/16/2028		4.51%	242.13		0.00	242.13	0.00
Coupon	11/18/2024	43815EAC8	0.00	HAROT 2021-3 A3 0.41 11/18/2025		0.41%	2.64		0.00	2.64	0.00
Coupon	11/19/2024	3133ERPX3	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 11/19/2025		4.42%	10,625.00		0.00	10,625.00	0.00
Coupon	11/20/2024	38012QAD0	0.00	GMALT 2024-3 A3 4.21 10/20/2027		4.25%	228.04		0.00	228.04	0.00
Coupon	11/21/2024	43815GAC3	0.00	HAROT 2021-4 A3 0.88 01/21/2026		0.90%	6.82		0.00	6.82	0.00
Coupon	11/21/2024	43815JAC7	0.00	HAROT 2023-1 A3 5.04 04/21/2027		5.11%	189.00		0.00	189.00	0.00
Coupon	11/21/2024	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.75%	354.38		0.00	354.38	0.00
Coupon	11/25/2024	05602RAD3	0.00	BMWOT 2022-A A3 3.21 08/25/2026		3.24%	50.63		0.00	50.63	0.00
Coupon	11/25/2024	05593AAC3	0.00	BMWLT 2023-1 A3 5.16 11/25/2025		5.22%	52.59		0.00	52.59	0.00
Coupon	11/25/2024	096919AD7	0.00	BMWOT 2024-A A3 5.18 02/26/2029		5.24%	453.25		0.00	453.25	0.00
Coupon	11/30/2024	912828ZT0	0.00	UNITED STATES TREASURY 0.25 05/31/2025		0.78%	312.50		0.00	312.50	0.00
Coupon	11/30/2024	91282CES6	0.00	UNITED STATES TREASURY 2.75 05/31/2029		3.53%	3,437.50		0.00	3,437.50	0.00
Total Coupon			0.00				56,682.45		0.00	56,682.45	0.00
Custody Fee	11/25/2024	CCYUSD	(104.17)	Cash		0.00%	(104.17)		0.00	(104.17)	0.00

TRANSACTION LEDGER



City of Imperial Beach | Account | As of November 30, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Total Custody Fee										
			(104.17)				(104.17)	0.00	(104.17)	0.00
Dividend	11/30/2024	31846V203	0.00	FIRST AMER:GVT OBLG Y		4.30%	932.35	0.00	932.35	0.00
Total Dividend										
			0.00				932.35	0.00	932.35	0.00
Management Fee	11/07/2024	CCYUSD	(1,994.92)	Cash		0.00%	(1,994.92)	0.00	(1,994.92)	0.00
Total Management Fee										
			(1,994.92)				(1,994.92)	0.00	(1,994.92)	0.00
Principal Paydown	11/01/2024	3137BKRJ1	852.16	FHMS K-047 A2 3.329 05/25/2025		2.67%	852.16	--	852.16	0.00
Principal Paydown	11/15/2024	89190GAC1	5,081.05	TAOT 2021-B A3 0.26 11/17/2025		0.00%	5,081.05	--	5,081.05	0.00
Principal Paydown	11/15/2024	47789QAC4	1,891.62	JDOT 2021-B A3 0.52 03/16/2026		0.53%	1,891.62	--	1,891.62	0.00
Principal Paydown	11/15/2024	89238JAC9	1,644.22	TAOT 2021-D A3 0.71 04/15/2026		0.71%	1,644.22	--	1,644.22	(0.00)
Principal Paydown	11/15/2024	44935FAD6	1,337.63	HART 2021-C A3 0.74 05/15/2026		0.77%	1,337.63	--	1,337.63	(0.00)
Principal Paydown	11/15/2024	448977AD0	4,433.62	HART 2022-A A3 2.22 10/15/2026		2.23%	4,433.62	--	4,433.62	0.00
Principal Paydown	11/15/2024	47787JAC2	2,662.24	JDOT 2022 A3 0.36 09/15/2026		2.35%	2,662.24	--	2,662.24	(0.00)
Principal Paydown	11/15/2024	58768PAC8	4,687.60	MBART 2022-1 A3 5.21 08/16/2027		4.93%	4,687.60	--	4,687.60	(0.00)
Principal Paydown	11/16/2024	362554AC1	1,174.22	GMCAR 2021-4 A3 0.68 09/16/2026		0.68%	1,174.22	--	1,174.22	(0.00)
Principal Paydown	11/16/2024	380146AC4	1,081.91	GMCAR 2022-1 A3 1.26 11/16/2026		1.27%	1,081.91	--	1,081.91	0.00
Principal Paydown	11/16/2024	362585AC5	1,957.79	GMCAR 2022-2 A3 3.1 02/16/2027		3.13%	1,957.79	--	1,957.79	(0.00)
Principal Paydown	11/18/2024	43815EAC8	2,810.06	HAROT 2021-3 A3 0.41 11/18/2025		0.41%	2,810.06	--	2,810.06	(0.00)

TRANSACTION LEDGER



City of Imperial Beach | Account | As of November 30, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Principal Paydown	11/21/2024	43815GAC3	1,559.05	HAROT 2021-4 A3 0.88 01/21/2026		0.90%	1,559.05	--	1,559.05	0.00
Principal Paydown	11/25/2024	05602RAD3	2,156.55	BMWOT 2022-A A3 3.21 08/25/2026		3.24%	2,156.55	--	2,156.55	0.00
Principal Paydown	11/25/2024	05593AAC3	3,131.44	BMWLT 2023-1 A3 5.16 11/25/2025		5.22%	3,131.44	--	3,131.44	(0.00)
Total Principal Paydown			36,461.16				36,461.16	--	36,461.16	(0.02)
TOTAL OTHER TRANSACTIONS			34,362.07				91,976.87	0.00	91,976.87	(0.02)

California State Treasurer
Fiona Ma, CPA



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

January 07, 2025

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CITY OF IMPERIAL BEACH

CITY TREASURER
825 IMPERIAL BEACH BLVD
IMPERIAL BEACH, CA 91932

[Tran Type Definitions](#)

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Account Number:

November 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
11/19/2024	11/19/2024	RW	1763665	1724201	LILY FLYTE	-700,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	7,367,939.83
Total Withdrawal:	-700,000.00	Ending Balance:	6,667,939.83

January 15, 2025

ITEM TITLE: RESOLUTION 2025-001 CONTINUING THE PROCLAMATION OF A STATE OF LOCAL EMERGENCY RELATING TO IMPACTS FROM CROSS-BORDER POLLUTION IN THE TIJUANA RIVER (0150-40 & 0210-26).

ORIGINATING DEPARTMENT:

Environmental & Natural Resources

EXECUTIVE SUMMARY:

This resolution maintains the City's declaration of a local state of emergency caused by the effects of cross-border pollution originating from the Tijuana River, including both treated and untreated wastewater. Due to contaminated flows in the river, the stretch of Imperial Beach shoreline between the southern end of Seacoast Drive and the border remains severely impacted, with closures lasting all of 2025 to date, 365 days in 2024, 365 days in 2023, 365 days in 2022, 246 days in 2021, 295 days in 2020, 245 days in 2019, and 101 days in 2018. The persistent impacts of these flows continue to affect the Tijuana River Valley, Estuary, beach water quality, and present an emerging threat to air quality that is currently being monitored and studied by the County Air Pollution Control District and Scripps Institute of Oceanography.

The City requires a local state of emergency to enable it to respond to the unpredictable conditions in the Tijuana River, which pose risks to the health, safety, and welfare of Imperial Beach residents, visitors, and the environment. Unless a continuing resolution is passed, declarations of a state of local emergency will expire within 60 days.

RECOMMENDATION:

Adopt Resolution No. 2025-001 to maintain a state of local emergency related to the cross-border pollution impacts from the Tijuana River and authorize the City Manager, Mayor, and Council members to work with local, State, Federal, and Mexican authorities to advance binational projects to improve conditions in the Tijuana River.

OPTIONS:

- Adopt Resolution and recommendation from staff;
- Reject Resolution; or
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

The presence of cross-border pollution in the Tijuana River, combined with the lack of action from federal and state agencies to address this issue, constitutes compelling evidence for the declaration of a local state of emergency within the City. The pollution in the river poses a serious threat to the health and safety of citizens and wildlife in the City of Imperial Beach, with particularly acute effects during and after rain events or illegal discharge events. This pollution has a severe impact on the surrounding ecosystem, leading to poor water quality that can persist for days,

months, or even years. Furthermore, the pollution has a significant impact on recreational activities along the Imperial Beach shoreline, with beach closures causing disruption to residents and visitors alike.

Given these circumstances, the City of Imperial Beach along with the City of Chula Vista, City of San Diego, County of San Diego, Port of San Diego, South Bay Union School District, Sweetwater Union High School District of San Diego County have issued a state of local emergency resolution for the Tijuana River, which allows for flexible responses to changing conditions. The City Council has the authority to issue a local state of emergency, which would last for 60 days or until the next regularly scheduled City Council meeting unless renewed by a continuing resolution. This declaration would enable the City to take swift and effective action to protect the health, safety, and welfare of all those affected by the pollution in the Tijuana River.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

None

ATTACHMENTS:

1. Resolution No. 2025-001

RESOLUTION NO. 2025-001**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, CONTINUING THE PROCLAMATION OF A STATE OF LOCAL EMERGENCY RELATING TO IMPACTS FROM CROSS-BORDER POLLUTION IN THE TIJUANA RIVER**

WHEREAS, Government Code Section 8630 and Imperial Beach Municipal Code (IBMC) Section 2.52.060 empower the City Manager, acting as the Director of Emergency Services, to request that the City Council proclaim the existence of a local emergency when the City is affected by a public calamity; and

WHEREAS, the City Manager, as Director of Emergency Services of the City of Imperial Beach, does hereby find that continued conditions of extreme peril to safety of persons, property, and environment have arisen within said City, caused by persistent impacts from cross-border pollution in the Tijuana River; and

WHEREAS, the persistent impact of cross-border flows of treated and untreated wastewater in the Tijuana River, excessive discharge of sediment into the Tijuana Estuary during storm events, and the continued impact of trash and waste tires in the Tijuana River Valley maintains a condition of extreme peril in the City; and

WHEREAS, transboundary flow events in the Tijuana River impacts water quality along the Imperial Beach shoreline and result in significant beach closure days at Border Field State Park, which include 101 days in 2018; 243 days in 2019; 295 days in 2020, 246 days in 2021, 365 days in 2022, 365 days in 2023, 365 days in 2024, and all of 2025; and

WHEREAS, transboundary flows of pollution include untreated sewage, trash, sediment, hazardous chemicals, heavy metals, and toxins continue to impact the Tijuana River, Estuary, coastal waters of the Pacific Ocean, and tributary canyons including Stewart's Drain, Canon del Sol, Silva Drain, Smuggler's Gulch, Goat Canyon, and Yogurt Canyon; and

WHEREAS, the presence of pollution is creating unsafe conditions for residents and visitors who live, work, or recreate in the Tijuana River Valley and may come in contact with contaminated water; and

WHEREAS, pursuant to Section 8558(c) of the California Government Code, the pollution in the Tijuana River is beyond the control of the services, personnel, equipment and facilities of the City of Imperial Beach; and

WHEREAS, pollutants in the Tijuana River are causing contamination of the Tijuana River Valley, Tijuana Estuary, and the water and beaches of the City of Imperial Beach threatening the health, safety, and welfare of the citizens of Imperial Beach as well as visitors to our beaches; and

WHEREAS, the flow of the contaminants and untreated wastewater continues to escalate due to inadequate wastewater infrastructure in the city of Tijuana and lack of sufficient operation and maintenance of existing infrastructure; and

WHEREAS, this flow is the acknowledged responsibility of the federal governments of the United States and Mexico; and

WHEREAS, researchers at the Scripps Institute of Oceanography are studying the relationship of nearshore ocean currents and aerosolized transmission of contaminants as potential public health concerns for communities impacted by Tijuana River pollution; and

WHEREAS, this condition constitutes an economic and public health threat which warrants and necessitates the proclamation and existence of a local emergency; and

WHEREAS, after decades of sewage spills polluting the Tijuana River and after decades of talk and no meaningful action by federal agencies, the City of Imperial Beach, Port of San Diego, and City of Chula Vista filed a lawsuit on March 2, 2018 against the International Boundary and Water Commission for violation of the Clean Water Act which helped secure additional federal funding and commitments to the river valley; and

WHEREAS, the renewed federal attention from the Environmental Protection Agency and International Boundary and Water Commission led to a careful assessment of project options to manage pollution and ultimately a recommendation to support “Alternative 2” in the USMCA Programmatic Environmental Impact Statement, which represents the preferred Tijuana River Comprehensive Solution that is supported by the City; and

WHEREAS, additional funding and commitments are needed to completely implement the preferred Comprehensive Solution for the Tijuana River; and

WHEREAS, the City of San Diego has maintained a continuous local state of emergency for the Tijuana River since September 1993; and

WHEREAS, the County of San Diego issued a Public Health Emergency order for the Tijuana River in February 2021 and Local State of Emergency in June 2023; and

WHEREAS, the South Bay Union School District of San Diego County adopted a proclamation for a local emergency in the Tijuana River in February 2024; and

WHEREAS, the Sweetwater Union High School District of San Diego County adopted a resolution for a local emergency in the Tijuana River in March 2024; and

WHEREAS, the Southern Indian Health Council adopted a proclamation asking for funding and a declaration for a public health emergency in the Tijuana River in April 2024; and

WHEREAS, the Port of San Diego adopted a Local State of Emergency in April 2024; and

WHEREAS, the City of Chula Vista adopted a Resolution declaring a State of Local Emergency Related to the Impacts of Cross-Border Contamination in November 2024; and

WHEREAS, the County Air Pollution Control District and Scripps Institute of Oceanography are monitoring potential impacts to air quality related to the ongoing sewage crisis;

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. A local emergency exists throughout the City of Imperial Beach.
3. The City Manager, Mayor, and Council members are authorized to work with local, State, Federal, and Mexican authorities and to explore any and all options to improve

- conditions in the Tijuana River.
4. This proclamation of a local emergency shall expire within the timeframes prescribed by State law unless renewed by the City Council.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of January 2025, by the following vote:

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

PALOMA AGUIRRE, MAYOR

ATTEST:

JACQUELINE M. KELLY, MMC
CITY CLERK

January 15, 2025

ITEM TITLE: ADOPTION OF RESOLUTION NUMBER 2025-002 ACCEPTING THE SAN DIEGO REGIONAL FIRE FOUNDATION GRANT ALLOCATION OF \$65,342 IN THE FORM OF REIMBURSEMENT FOR THE PURCHASE OF SAFETY EQUIPMENT FOR FIREFIGHTERS AND LIFEGUARDS (0390-84).

ORIGINATING DEPARTMENT:

Fire

EXECUTIVE SUMMARY:

Adopt Resolution No. 2025-002 accepting the San Diego Regional Fire Foundation Grant allocation of \$65,342 in the form of reimbursement for the purchase of safety equipment for Firefighters and Lifeguards.

RECOMMENDATION:

That the City Council adopt Resolution No. 2025-002 accepting the San Diego Regional Fire Foundation Grant allocation of \$65,342 in the form of reimbursement for the purchase of safety equipment for Firefighters and Lifeguards.

OPTIONS:

- Adopt Resolution No. 2025-002
- Provide direction to the City Manager to take another specific action
- Request additional information and an additional report

BACKGROUND/ANALYSIS:

The San Diego Regional Fire Foundation (Fire Foundation) has been awarded \$65,342 from the San Diego River Conservancy (Conservancy) for the sole purpose of funding 90% of the cost of equipment to protect firefighters and lifeguards in Imperial Beach as detailed below:

Equipment
10 Dry Suits -Full Time Lifeguards
10 Dry Suits & Basic Equipment -Part Time Lifeguards
12 sets of Firefighter PPEs
12 Firefighter Face Masks

Fire Foundation 90%

\$11,944
\$12,937
\$35,998
\$ 4,463
\$65,342

Imperial Beach 10%

\$1,327
\$1,437
\$4,000
\$ 496
\$7,260

Total Cost

\$13,271
\$14,374
\$39,998
\$ 4,959
\$72,602

This Grant Award and Letter of Commitment authorizes the acquisition of the above-mentioned equipment conditioned on the following by the City of Imperial Beach (City):

1. City will purchase the equipment and submit proof of payment (invoices and check copies) to the Fire Foundation, who will reimburse City its 90% share up to \$65,342 within 30 days.
2. City will provide photos of all the equipment acquired through this grant being used by lifeguards and firefighters.
3. City Fire and Marine Safety Departments will provide quotes which the Fire Foundation can utilize in news releases to local media, on its website, and social media.
4. City will post on their website and social media pictures and information describing the grant awarded and how the equipment will benefit the safety of the City's residents and first responders. The city will mention the support of the Fire Foundation and the Conservancy in providing the equipment in its contacts with the media, in social media postings, and in its website.
5. The grant will be recognized at a City Council meeting with the Mayor and pictures will be taken with the Fire Foundation and Conservancy representatives.
6. The City will work with the Fire Foundation to create a plaque for their fire station about the firefighter equipment acquired with this grant and a second plaque for the lifeguard equipment to be placed in their headquarters or other agreed-upon location. The City and the Fire Foundation will coordinate the proper wording and design for the plaques recognizing the Fire Foundation and the Conservancy.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

The San Diego Regional Fire Foundation (Fire Foundation) has been awarded \$65,342 from the San Diego River Conservancy (Conservancy) for the sole purpose of funding 90% of the cost of equipment to protect firefighters and lifeguards in Imperial Beach.

FISCAL YEAR:	24/25
BUDGETED:	No
BUDGET AMENDMENT	Yes
ACCOUNT NO(S):	214-0000-334-4002 \$65,342(Misc.Grants) 214-3020-422-5004 \$65,342(Equipment)
PROJECT NO(S):	GRT090
FISCAL ANALYSIS:	Increase expenditures in account 214-3020-422.5004 of \$65,342 and increase revenues in account 214-0000-334.4002 of \$65,342. The Cities 10% total is \$7,260.
CURRENT BUDGET:	\$0
ANTICIPATED EXPENDITURE:	\$72,602

ATTACHMENTS:

ATT 1 – Resolution No. 2025-002
ATT 2 – Grant Award Letter SDRFF

RESOLUTION NO. 2025-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ACCEPTING A GRANT FROM THE SAN DIEGO REGIONAL FIRE FOUNDATION IN THE AMOUNT OF \$65,342 FOR THE PURCHASE OF SAFETY EQUIPMENT TO PROTECT FIREFIGHTERS AND LIFEGUARDS.

WHEREAS, the San Diego Regional Fire Foundation awards grants yearly to local Fire Department; and

WHEREAS, the San Diego Regional Fire Foundation awarded the Imperial Beach Fire-Rescue Department and the Marine Safety Department a \$65,342 Grant for safety equipment; and

WHEREAS, the City of Imperial Beach Fire-Rescue Department and Marine Safety Department had identified a need for this equipment; and

WHEREAS, these items are integral to the safety of our Firefighters and Lifeguards to protect them from the hazards of their duties.

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

1. The City of Imperial Beach Fire-Rescue Department and the Marine Safety Department has been awarded a Grant from The San Diego Regional Fire Foundation for \$65,342 for purchase of Safety Equipment.
2. The City Manager or designee is authorized to receive the grant.
3. The Finance Director is authorized to increase the revenue by \$65,342 (214-0000-334-40002) Misc. Grants and expenditures by \$65,342 (214-3020422.5004) Equipment for project # GRT090.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of January 2025, by the following vote:

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

PALOMA AGUIRRE, MAYOR

ATTEST:

JACQUELINE M. KELLY, MMC
CITY CLERK



Fire Chief John French
 Captain Jason Lindquist, Marine Safety Dept.
 City of Imperial Beach
 825 Imperial Beach Blvd.
 Imperial Beach, CA 91932

October 28, 2024

Gentlemen:

The San Diego Regional Fire Foundation (Fire Foundation) has been awarded \$65,342 from the San Diego River Conservancy (Conservancy) for the sole purpose of funding 90% of the cost of equipment to protect firefighters and lifeguards in Imperial Beach as detailed below:

Equipment	Fire Foundation 90%	Imperial Beach 10%	Total Cost
10 Dry Suits -Full Time Lifeguards	\$11,944	\$1,327	\$13,271
10 Dry Suits & Basic Equipment - Part Time Lifeguards	\$12,937	\$1,437	\$14,374
12 sets Firefighter PPEs	\$35,998	\$4,000	\$39,998
12 Firefighter Face Masks	\$ 4,463	\$ 496	\$ 4,959
Total	\$65,342	\$7,260	\$72,602

This Grant Award and Letter of Commitment authorizes acquisition of the above-mentioned equipment conditioned on the following by the City of Imperial Beach (City):

1. City will purchase the equipment and submit proof of payment (Invoices and check copies) to the Fire Foundation, who will reimburse City its 90% share up to \$65,342 within 30 days.
2. City will provide photos of all the equipment acquired through this grant being used by lifeguards and firefighters.
3. City Fire and Marine Safety Departments will provide quotes which the Fire Foundation can utilize in news releases to local media, on its website, and social media.
4. City will post on their website and social media pictures and information describing the grant awarded and how the equipment will benefit the safety of the City's residents and first responders. City will mention the support of the Fire Foundation and the Conservancy in providing the equipment in its contacts with the media, in social media postings, and in its website.
5. The grant will be recognized at a City Council meeting with the Mayor and pictures will be taken with the Fire Foundation and Conservancy representatives.
6. The City will work with the Fire Foundation to create a plaque for their fire station about the firefighter equipment acquired with this grant and a second plaque for the lifeguard equipment to be placed in their headquarters or other agreed upon location. The City and the Fire Foundation will coordinate the proper wording and design for the plaques recognizing the Fire Foundation and the Conservancy.

The Fire Foundation is pleased to assist the City in increasing the health and safety of its firefighters and lifeguards.

Sincerely,



Executive Director



January 15, 2025

ITEM TITLE: RESOLUTION NO. 2025-003 ADDING THE FY25 INFORMATION TECHNOLOGY SERVER ROOM HVAC PROJECT TO THE CAPITAL IMPROVEMENT PROGRAM; APPROPRIATE \$110,000 TO THE PROJECT BUDGET; AND AWARD A CONTRACT TO TRANE TECHNOLOGIES FOR CONSTRUCTION OF THE PROJECT (0330-35).

ORIGINATING DEPARTMENT:

Public Works

EXECUTIVE SUMMARY:

Resolution No. 2025-003 (Attachment 1) adds the FY25 Information Technology Server Room HVAC Project (Project) to the Imperial Beach Capital Improvement Program (CIP). Additionally, the resolution authorizes an appropriation of \$110,000 to the Project budget from the General Fund Unassigned Fund Balance. Finally, the resolution awards a Public Works contract to Trane Technologies to construct the Project for a not to exceed amount of \$110,000.

RECOMMENDATION:

Adopt Resolution No. 2025-003 to: (1) add the FY25 Information Technology Server Room HVAC Project (F25102) to the Imperial Beach Capital Improvement Program; (2) authorize the appropriation of \$110,000 to the Project budget; and (3) award a Public Works contract for a not to exceed amount of \$110,000 to Trane Technologies to construct the Project.

OPTIONS:

- Approve resolution and recommendation from staff; or
- Reject the project and provide direction to staff on how to proceed; or
- Request additional information and an additional report.

BACKGROUND/ANALYSIS:

The municipal budget is the primary document that links the priorities of the City Council with the funding necessary to accomplish those goals. The City of Imperial Beach has incorporated a two-year budget cycle to project the revenues and expenditures of the City. Throughout the budget period, the City Council considers various anticipated revenues and expenditures in the General Fund as financial needs change over time. Additionally, staff provides periodic budget updates to the City Council and organizes community forums to educate and maintain financial transparency.

The existing HVAC system in the Information Technology Server Room needs to be upgraded for critical operations. This upgrade was not anticipated when the current budget was adopted. The Project would fund the installation of an upgraded HVAC system to replace the existing IT Server Room HVAC system. The funding of this Project results in an increase of \$110,000 in the

projected expenses in the FY25 Budget to be covered by the General Fund Unassigned Fund Balance (reserves).

In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume purchasing. The City has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives in the past. Trane Technologies is contracted through the OMNIA national purchasing cooperative to provide HVAC products, installation and related products and services to local governments, and it is this cooperative purchasing agreement the City would be utilizing to complete the Project.

ENVIRONMENTAL DETERMINATION:

This project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15302 (Replacement or Reconstruction).

FISCAL IMPACT:

Expenditure:

Trane Technologies Public Works Contract (Design & Construction)	\$100,000
Contingency	\$ 10,000
TOTAL EXPENDITURES	\$110,000

FISCAL YEAR:	2025
BUDGETED:	No
BUDGET AMENDMENT	Yes
ACCOUNT NO(S):	101-1920-419.9003 "Transfer Out" - \$110,000 401-0000-391.9001 "Transfer In-GF" - \$110,000 401-1920-419.5003 "Improvements not Buildings" - \$110,000 (F25102-IT-ROOM-HVAC)
PROJECT NO(S):	F25102
FISCAL ANALYSIS:	Resolution No. 2025-003 allocates \$110,000 from the General Fund Unassigned Fund Balance (reserves) to be used for facility improvements expenditures.
CURRENT BUDGET:	\$0
ANTICIPATED EXPENDITURE:	\$110,000

ATTACHMENTS:

ATT 1 – Resolution No. 2025-003

RESOLUTION NO. 2025-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADDING THE FY25 INFORMATION TECHNOLOGY SERVER ROOM HVAC PROJECT TO THE CAPITAL IMPROVEMENT PROGRAM; APPROPRIATE \$110,000 TO THE PROJECT BUDGET; AND AWARD A CONTRACT TO TRANE TECHNOLOGIES FOR CONSTRUCTION OF THE PROJECT

WHEREAS, the municipal budget is the primary document that links the priorities of the City Council with the funding necessary to accomplish those goals; and

WHEREAS,; the City of Imperial Beach has incorporated a two-year budget cycle to project the revenues and expenditures of the City; and

WHEREAS,; staff provides periodic budget updates to the City Council and organizes community forums to educate and maintain financial transparency; and

WHEREAS, the Information Technology Server Room HVAC replacement was not anticipated when the budget was adopted.

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

1. The above recitals are true and correct.
2. The legislative body hereby accepts the proposal from Trane Technologies.
3. The contractor shall not commence construction or order equipment until they have received a Notice to Proceed.
4. The City Manager or designee is authorized to sign a not to exceed construction contract for \$110,000 with Trane Technologies which includes a \$10,000 contingency.
5. The Finance Director is authorized to amend/increase the FY24/25 Budget in the following accounts:
 - 101-1920-419.9003 "Transfer Out" - \$110,000
 - 401-0000-391.9001 "Transfer In-GF" - \$110,000
 - 401-1920-419.5003 "Improvements not Buildings" - \$110,000 (F25102-IT ROOM HVAC)

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 15th day of January 2025, by the following vote:

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

PALOMA AGUIRRE, MAYOR

ATTEST:

JACQUELINE M. KELLY, MMC
CITY CLERK

January 15, 2025

ITEM TITLE: CONSIDER REPORT FROM AD HOC AND CONSIDERATION TO ADOPT URGENCY/REGULAR ORDINANCES TO ENACT A LOCAL JUST CAUSE ORDINANCE FOR TERMINATION OF RESIDENTIAL TENANCIES. (0660-95)

ORIGINATING DEPARTMENT:

Ad Hoc Just Cause Regulations

EXECUTIVE SUMMARY:

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. The topic of local tenant protections has been ongoing in the City of Imperial Beach, particularly since the COVID-19 pandemic. Most recently, concerns about no-fault evictions, including those for substantial remodels, have been raised during public comments at City Council meetings. At the December 4, 2024 Council meeting, the City Council had a general discussion about just cause evictions and formed a limited term, limited purpose ad hoc committee of Mayor Aguirre and Councilmember Fisher to further explore the topic along with obtaining public input through outreach meetings. Since then, the ad hoc has met several times. The ad hoc also held public outreach meetings on December 16, 2024 and December 21, 2024. Numerous oral and written comments were received from various stakeholders on the topic at the public meetings (see attachments 3 and 4). The ad hoc is proposing the adoption of a local just cause ordinance (see attachments 1 and 2) for termination of residential tenancies which would provide for some additional relocation payments and requirements for certain no fault evictions.

RECOMMENDATION:

Receive report and consider adopting the urgency ordinance and/or introducing the regular ordinance to adopt a local just cause ordinance for termination of residential tenancies. Consider providing direction to Staff to research potential owner incentives to bring back to the Council for future consideration.

OPTIONS:

- Adopt urgency ordinance and/or introduce regular ordinance;
- Do not adopt urgency ordinance, but introduce the regular ordinance;
- Provide direction to modify the proposed ordinances and bring it back to a future Council meeting;
- Do not adopt either ordinance and continue to allow State law to apply to termination of residential tenancies; and/or
- Provide further direction to Staff.

BACKGROUND:

State Law Background

State law currently provides tenant protections through the California Tenant Protection Act of 2019 (STPA). Below is a summary of state law.

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 STPA 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 fifteen 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

The 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 also 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 also adopt additional tenant anti-harassment provisions pursuant to their local police power authority.

San Diego County

The December 4, 2024 staff report and attachments include various materials on this subject which are incorporated into this staff report by this reference.

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 December 2, 2024 Staff Report with attachments). 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 December 2, 2024 Staff Report with attachments). 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 December 2, 2024 Staff Report with attachments), 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 December 2, 2024 Staff Report with attachments). 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.

ANALYSIS:

The STPA allows local jurisdictions to create their own ordinances to provide greater tenant protections for just cause evictions. At the December 4, 2024 Council meeting, the City Council had a general discussion of just cause evictions and formed a limited term, limited purpose ad hoc committee of Mayor Aguirre and Councilmember Fisher to further explore the topic along with obtaining public input through outreach meetings. Since then, the ad hoc has met several times and also held public outreach meetings on December 16, 2024 and December 21, 2024. Numerous oral and written comments were received from various stakeholders on the topic at the public meetings (see attachments 3 and 4).

Since at least the Covid 19 pandemic, the City has taken measures related to residential tenants and evictions. The City approved an eviction moratorium during the pandemic as well as one related to evictions from RV parks within the City in 2022. Additionally, in May of 2024, a citizen's

initiative with over 1700 signatures was submitted to the City. Although the citizen's initiative did not qualify to be submitted to the registrar of voters, it proposed stronger tenant protections than the STPA such as rent stabilization, eviction limitations, and additional relocation assistance. Starting in or around the spring of 2024, numerous residential tenants in Imperial Beach reported at City Council meetings that their landlords were evicting or threatening to evict them for the purpose of substantially remodeling their units. Many of these tenants provided public comments at numerous City Council meetings in 2024 including but not limited to the December 4, 2024 meeting. Further comments on these topics were received at the recent ad hoc public outreach meetings.

The ad hoc is concerned with the exacerbation of homelessness; impacts to displaced tenants, especially the most vulnerable tenants such as elderly and disabled; and housing affordability issues in the City, but also recognizes the impacts that local regulations could have to on landlords/owners.

After thoughtful and thorough consideration of this ongoing issue which balances the interests of various stakeholders on this topic, the ad hoc is proposing the adoption of a local just cause ordinance for termination of residential tenancies (see attachments 1 and 2). The ordinance includes the same just cause reasons for evictions of tenants with at least 12 months of occupancy and the same relocation payments as provided in state law except for the further protections as noted below (*primary modifications underlined*):

- The definition of substantial remodel slightly differs from state law related to the examples of cosmetic improvements that do not qualify as a substantial remodel. It is proposed to read as follows:

“Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, cabinet replacement, counter replacement, window replacement, removal of interior wall coverings solely for the installation of insulation, and minor repairs, or other work that can be performed safely without having the Residential Rental Unit vacated, do not constitute a Substantial Remodel.”
- The notice requirements for termination of a tenancy for tenants who have been in place for at least 12 months based on no fault just cause has been extended to 90 days' notice for tenants and 120 days' notice for disabled and elderly tenants which would exceed the 60 days as provided in state law.
- All no-fault evictions for substantial remodel or demolition in “residential rental complexes” (which means one or more buildings, located on a single lot or contiguous lots, containing fifteen or more units rented or owned by the same owner) would require two months of relocation payments (one month at market rate and one month of current rent) to the tenants with an additional month's relocation payment for disabled and elderly tenants (up to three months of relocation payments for the disabled and elderly at either market rate and/or current rent as decided by the City Council).
- For all no-fault evictions for substantial remodel or demolition in “residential rental complexes” (which means one or more buildings, located on a single lot or contiguous lots, containing fifteen or more units rented or owned by the same owner), the owner shall return the tenant's full deposit or an amount equivalent to such deposit, unless otherwise prohibited by State law.

- Owners shall provide notice of the termination of residential tenancies covered by the ordinance to the City.
- When an owner applies for a City of Imperial Beach business license to operate, the owner will be required to acknowledge that he or she has read and will abide by this chapter of the Imperial Beach Municipal Code.
- Finally, owners would be required to provide a copy of this chapter to tenants.

As presented by the ad hoc, the City Council may consider the adoption of a local just cause ordinance as drafted in attachments 1 and/or 2. Attachment 1 includes an urgency ordinance to adopt the just cause ordinance based upon the urgent need to have additional tenant protections in place as specified in the urgency findings listed in the ordinance. The urgency ordinance requires at least 4 votes to be adopted and would take effect immediately to apply to all notices of termination that are covered in the ordinance issued after the effective date of January 15, 2025. The regular ordinance in Attachment 2 takes effect 30 days after adoption (approximately March 22, 2025 if adopted at the February 19, 2025 Council meeting) and requires at least 3 votes for introduction and adoption. The regulations in both ordinances are the same; the only differences between the two ordinances are: (1) the effective date of the new regulations and (2) the urgency findings required by the urgency ordinance.

The ad hoc is also very concerned about incentives for owners to rehabilitate their buildings and reducing potential impacts related to the additional relocation payments required by this proposed ordinance and would like the City Council to consider directing Staff to look into any possible incentives that the City could provide to owners who have substantially remodeled residential units in residential rental complexes to bring back for further discussion and possible action at a future City Council meeting.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

No fiscal impact. Any future consideration of incentives as discussed within the staff report would require a separate analysis.

ATTACHMENTS:

ATT 1 - Urgency Ordinance
 ATT 2 - Regular Ordinance
 ATT 3 - Written public comments
 ATT 4 - Summary of oral public comments

ORDINANCE NO. 2025-1252

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 36934 AND 36937 ADOPTING A JUST CAUSE FOR TERMINATION OF A RESIDENTIAL TENANCY ORDINANCE IN THE CITY OF IMPERIAL BEACH WHICH AMENDS THE IMPERIAL BEACH MUNICIPAL CODE TO ADD CHAPTER 9.90

WHEREAS, effective January 1, 2020, the Tenant Protection Act of 2019, Assembly Bill 1482 added Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code ("TPA") which has been amended from time to time; and

WHEREAS, subject to certain exceptions, the TPA: (1) limits rent increases over the course of any 12-month period to 5% plus the "percentage change in the cost of living" (as defined), or 10%, whichever is lower; and (2) prohibits an "owner" (as defined in the TPA) of "residential real property" (as defined in the TPA) from terminating a tenancy without "just cause" (as defined in the TPA); and

WHEREAS, the TPA is intended to assist families to afford to keep a roof over their heads and provide California with important tools to combat the state's broader housing and affordability crisis; and

WHEREAS, the TPA expressly permits a landlord to evict a tenant for various no fault reasons; and

WHEREAS, the TPA expressly authorizes local agencies (like the City of Imperial Beach) to adopt ordinances that are "more protective" than the TPA, in which case, the "more protective" local ordinance will apply to non-exempt residential real property (Civ. Code § 1946.2(i)(1)(B)); and

WHEREAS, the City of Imperial Beach ("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, government at all levels has a substantial interest in protecting the public with respect to housing; and

WHEREAS, like many cities in San Diego County, the City of Imperial Beach is experiencing a housing affordability crisis and a humanitarian crisis of homelessness that would be exacerbated by the displacement of renters; and

WHEREAS, much of the City's housing stock was built before 1990 and most places built before 1990 have accessibility challenges, which creates barriers to finding suitable housing for individuals with accessibility needs; and

WHEREAS, a large portion of households in Imperial Beach are of lower income and earn 80% of the Area Median Income or less and many of these households pay more than 50% of their income towards housing costs as renters and homeowners; and

WHEREAS, Imperial Beach residents are experiencing high inflation, increased food and transportation costs, higher rents, and increased utility costs making it impossible to make ends meet. These households are at risk of failing to maintain housing and falling into homelessness; and

WHEREAS, given existing income levels of Imperial Beach residents and the existing high cost of housing in San Diego County, any increased housing costs will exacerbate existing housing affordability issues; and

WHEREAS, a tenant's sudden and immediate displacement caused by a no-fault eviction can have a profound impact on the financial, emotional, and professional stability of the tenant's life; and

WHEREAS, elderly and disabled individuals often live on fixed incomes and cannot absorb rent increases, leading to difficulty in maintaining, searching for, and finding housing to meet their unique needs, making them more susceptible to displacement; and

WHEREAS, it is reported by the Legal Aid Society of San Diego that a significant number of clients in the San Diego County region are experiencing no fault evictions; and

WHEREAS, in Imperial Beach specifically, numerous tenants of residential real property have recently reported that their landlords are evicting or are threatening to evict them for the purpose of substantially remodeling their units; and

WHEREAS, the City is concerned that, without "more protective" local eviction control provisions, mass displacement of tenants will result in various problems for the displaced tenants and the City in general, such as more homelessness in the City; and

WHEREAS, pursuant to Government Code Sections 36934 and 36937, a city may adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety; and

WHEREAS, the Council intends that this ordinance address threats to the public health, safety, and welfare of the residents of the City, to ensure that residents continue to have stable housing, and to protect residents from homelessness; and

WHEREAS, as set forth in more detail in the declaration of the facts constituting the urgency in Section 3 below, the displacement of renters at unprecedented levels without adequate assistance poses numerous threats to the public peace, health, or safety; and

WHEREAS, the additional protections included in the ordinance will assist displaced renters to decrease the negative impacts to the displaced tenants and the City.

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

SECTION 1. Recitals

The City Council finds the foregoing recitals to be true and correct, and hereby incorporates such recitals as findings into this ordinance.

SECTION 2. Environmental Review

The City Council finds and determines that the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this ordinance will have a significant effect on the environment.

SECTION 3. Declaration of Facts Constituting Urgency

The City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937, subdivision (b). The adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety as those terms are used in Government Code Section 36937, subdivision (b) in at least the following respects:

- A. The County of San Diego and City of Imperial Beach are experiencing a housing affordability crisis, which is driving homelessness and displacement of residents to an unprecedented scale.
- B. When a household spends more than 30 percent of its income on housing costs (i.e., is "rent burdened"), it has less disposable income for other necessities such as health care. In the event of unexpected circumstances, such as loss of income or health problems, households with a burdensome housing cost are more likely to become homeless. In Imperial Beach, approximately 63.7% of renter- households use more than 30% of their incomes to cover housing costs, and of those renter-households, approximately 77.5% spend 35 percent or more of their income on housing costs. (2023 ACS 5-Year Estimates Detailed Table)
- C. As the cost of housing in Southern California continues to rise, homelessness has become more prevalent throughout the region.
- D. Homelessness counts do not include individuals who live with relatives or friends, in nearby hotels, or in other transitional housing.
- E. One of the most effective ways to address the homeless crisis is to prevent individuals and families from becoming homeless in the first place. To that end, the City refers some affected individuals to third-party programs that may assist families threatened with homelessness. However, the City is particularly concerned about the ability to assist tenants related to mass evictions of multi-unit residential complexes. As a small city, the City does not have the resources or funds to provide services or assistance to large numbers of evicted tenants.
- F. The City has determined, both through direct residential tenant complaints and through information available on a regional basis, that tenants throughout the San Diego County region have reported experiencing a surge of eviction notices and threats of eviction premised on the TPA's Substantial Remodel Eviction exception. Due to similar

issues, other cities in California have adopted urgency ordinances or are actively considering urgency ordinances aimed at protecting tenants from Substantial Remodel Evictions and/or increasing the amount of tenant relocation assistance landlords must provide for Substantial Remodel Evictions.

G. Since at least the Covid 19 pandemic, the City has taken measures related to residential tenants and evictions. The City approved an eviction moratorium during the pandemic as well as one related to evictions from RV parks within the City in 2022. Additionally, in May of 2024, a citizen's initiative with over 1700 signatures was submitted to the City. Although the citizen's initiative did not qualify to be submitted to the registrar of voters, it proposed stronger tenant protections than the TPA such as rent stabilization, eviction limitations, and additional relocation assistance. Starting in or around the spring of 2024, numerous residential tenants in Imperial Beach reported at City Council meetings that their landlords were evicting or threatening to evict them for the alleged purpose of substantially remodeling their units. Many of these tenants provided public comment at numerous City Council meetings in 2024 including but not limited to the December 4, 2024 meeting; the December 16, 2024 ad hoc meeting; and the December 21, 2024 ad hoc meeting.

H. At its regular meeting on December 4, 2024, the City Council expressed a desire to study, develop, and consider adopting "more protective" local standards for Substantial Remodel Evictions. The City Council created a limited term and limited purpose ad hoc committee and expressed interest in considering a local just cause ordinance.

I. Adoption of regulations through a regular ordinance requires two readings and will not take effect until 30 days after its second reading (Gov. Code §§ 36934, 36937). As a result, absent an urgency ordinance that may be passed immediately, there could be a window of time when Imperial Beach's residential tenants do not have heightened protection from no fault evictions. Therefore, adopting the regulations through a regular ordinance without an urgency ordinance to fill the potential gap could have the unintended consequence of temporarily prompting more no fault evictions.

The above-identified facts constitute a current and immediate threat to the public peace, health, and safety of the City, within the meaning of Government Code section 36937, subdivision (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 no fault evictions, including without limitation, housing insecurity and homelessness for the displaced tenants. The City Council declares that this Urgency Ordinance is necessary for immediate preservation of the public peace, health, and safety of the community.

SECTION 4. Just Cause Ordinance

The Imperial Beach Municipal Code is hereby amended to add Chapter 9.90 "Just Cause for Termination of a Residential Tenancy Ordinance" as fully set forth in Exhibit "A" to this Ordinance which is incorporated herein by reference.

SECTION 5. Relationship to Civil Code Section 1946.2

A. The just cause for termination of a residential tenancy under this local ordinance is consistent with the State of California's Tenant Protection Act of 2019, including Section 1946.2 of the Civil Code.

B. This local ordinance is more protective than Section 1946.2 of the Civil Code because it further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, and provides additional tenant protections that are not prohibited by any other provision of law.

C. It is the City's intent that its residential tenants be afforded the strongest protections available under the law. If any other governmental entity (including without limitation, the United States Government, the State of California, and the County of San Diego) adopts stronger tenant protections that apply to residential tenants in the City of Imperial Beach, then the stronger tenant protections shall prevail, and the City shall not enforce conflicting tenant protections in this ordinance.

SECTION 6. Effective Date.

This ordinance is declared to be an Urgency Ordinance by authority conferred on the City Council of the City of Imperial Beach by Government Code Sections 36934 and 36937 and shall be in full force and effect 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 covered in Exhibit A where a notice to terminate is issued after the effective date of this Ordinance (January 15, 2025).

SECTION 7. Term of Urgency Ordinance.

This Urgency Ordinance shall be in effect until the effective date of Ordinance 2025-1253.

SECTION 8. Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this ordinance are declared to be severable.

SECTION 9. Publication

The City Clerk shall certify the adoption of this ordinance and cause it to be published at least once within fifteen (15) days after its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 15th day of January, 2025 by the following vote:

AYES:	Councilmembers –
NOES:	Councilmembers –
ABSTAIN:	Councilmembers –
ABSENT:	Councilmembers –

Paloma Aguirre, Mayor

ATTEST:

Jacqueline Kelly, City Clerk

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

EXHIBIT A to Urgency Ordinance 2025-1252

Chapter 9.90

JUST CAUSE FOR TERMINATION OF A RESIDENTIAL TENANCY ORDINANCE

Sections:

- 9.90.010 Title and Purpose.
- 9.90.020 Promulgation of Administrative Regulations.
- 9.90.030 Definitions.
- 9.90.040 Residential Tenancies Not Subject to this Chapter.
- 9.90.050 Just Cause Required for Termination of Tenancy.
- 9.90.060 Requirements Upon Termination of Tenancy.
- 9.90.070 Enforcement and Remedies.
- 9.90.080 Sunset Clause.

9.90.010 **Title and Purpose.**

A. **Title.** This chapter shall be known as the Just Cause for Termination of a Residential Tenancy Ordinance and may be referred to herein as the Just Cause Ordinance.

B. **Purpose.** Subject to the provisions of applicable law, the purpose of this Just Cause 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 regulations. Nothing in this chapter shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means.

C. **Intent and Severability.** This chapter is intended to supplement any applicable State and federal law and provide further protection for certain tenants. Any provisions of applicable State or federal law that provide greater or additional protections for tenants than this chapter shall apply. If this chapter does not apply to a tenant, then applicable State law shall apply. If any provision of this chapter is invalidated, any applicable State and federal law shall apply in place of the invalidated provision.

9.90.020 **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 thirty (30) days after the date of publication on the City's website.

9.90.030 **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 State 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 Section 9.90.020.

“City” means the City of Imperial Beach.

“City Attorney” means the City Attorney of the City of Imperial Beach, or designee.

“City Manager” means the City Manager of the City of Imperial Beach, or 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 sixty-two (62) years old or older.

“Enforcement Officer” means the Director of the Community Development Department, any Code Enforcement Officer, the Building Official, any sworn deputy of the San Diego Sheriff’s 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 sibling, spouse, domestic partner, children, grandchildren, parents or grandparents of the residential unit Owner.

“Intended Occupant” means the Owner of the Residential Rental Unit or the Owner’s spouse, domestic partner, child, grandchild, parent, or grandparent.

“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 settlers 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 or contiguous lots, containing fifteen 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.

“State” means the State of California.

“Substantial Remodel” means either of the following that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the Tenant to vacate the residential real property for at least 30 consecutive days:

1. The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.
2. The abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

A Tenant is not required 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 laws.

Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, cabinet replacement, counter replacement, window replacement, removal of interior wall coverings solely for the installation of insulation, 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.

9.90.040 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 Section 798.2 of the California Civil Code.

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 section 1947.12 of the California Civil Code and is not subject to Just Cause requirements of section 1946.2 of the California Civil Code and Chapter 9.90 of the Imperial Beach Municipal Code. This property meets the requirements of sections 1947.12(d)(5) and 1946.2(e)(8) of the California Civil Code and Section 9.90.040(C) of the Imperial Beach Municipal Code, 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 January 15, 2025, 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 January 15, 2025, 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 Section 9.90.050(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 which is subject to the protections of Mobilehome Residency Law.

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 Imperial Beach Municipal Code Chapter 19.04.

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 California Department of Social Services.

H. Residential Property or Dormitories owned by the City, an institution of higher education, or a kindergarten and grades 1 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.

K. Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.

9.90.050 Just Cause Required for Termination of Tenancy.

A. **Prohibition.** After a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, 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 at fault just cause reasons as specified in Civil Code 1946.2 (b)(1):

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 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.
3. 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.
4. Committing waste as described in paragraph (4) of Section 1161 of the California 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 Section 9.90.050(C)(1), below, 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 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 California 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 California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.
9. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
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 California 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 California 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 California Code of Civil Procedure.

C. No-Fault Just Cause. No-Fault Just Cause means any of the following:

1. **Intent to Occupy.** Intent to occupy the Residential Rental Unit by the Owner or the Owner's spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person's primary residence.
 - (a) For leases entered into on or after January 15, 2025, if the lease is for a tenancy in a mobilehome, Intent to Occupy 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 the Owner, or the Owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 9.90.050(B)(5).
 - (b) This subsection 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.
 - (c) Intent to Occupy shall only be a No-Fault Just Cause basis for termination if the Intended Occupant moves into the Residential Rental Unit within 90 days after the Tenant vacates and occupies the Residential Rental Unit as a primary residence for at least 12 consecutive months.
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 State law.

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 Demolition.** The Tenancy is terminated because of the Owner's intent to Substantially Remodel or 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 to the Tenant 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 after a tenant has continuously and lawfully occupied the property for 12 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Imperial Beach Municipal Code Chapter 9.90 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 15, 2025. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after January 15, 2025, 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.

F. Owner Acknowledgement. When an Owner applies for a City of Imperial Beach business license to operate, the Owner will be required to acknowledge that he or she has read and will abide by this chapter if applicable to the Residential Rental Unit.

G. Copy to Tenant. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after on or after January 15, 2025, the Owner must provide a copy of this chapter to the Tenant upon entering into the lease.

9.90.060 **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 after a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, 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 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.

B. Requirements Upon Termination of a Tenancy for No-Fault Just Cause. Upon termination of a Tenancy for No-Fault Just Cause after a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, an Owner of a Residential Rental Unit shall provide notice and relocation assistance as follows:

1. **Termination of a Tenancy in Unit in a Residential Rental Complex for Substantial Remodel or Demolition.** When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause for a Substantial Remodel or Demolition, 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 90 days prior to the proposed date of termination. If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination. Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:

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 fifteen (15) calendar days of service of the notice or the last day of legal occupancy, whichever comes first; and

iii. **Notice of Substantial Remodel or Demolition.** 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 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 (3) 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.
- c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, 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 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, AND one month of actual then in effect contract rent under Tenant's lease. **[COUNCIL OPTION TO ADD: (1) If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to 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, AND one month of actual then in effect contract rent under Tenant's lease. OR (2) If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to one month 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, AND two months 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 (i), above.
- d. **Return of Deposit Required.** Unless otherwise prohibited by State law, the Owner shall return to Tenant the Tenant's full deposit or an amount equivalent to the deposit within fifteen (15) calendar days of service of the notice or the last day or legal occupancy, whichever comes first.
- e. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.

2. **Termination of a Tenancy in Unit in a Residential Rental Complex for a No-Fault Just Cause Reason Other than Substantial Remodel or Demolition.** When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause other than Substantial remodel or demolition, 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 90 days prior to the proposed date of termination. If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination. Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:
 - 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 no later than the last day of legal occupancy; and
 - iii. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of Intent to Occupy under Section 9.90.050(C)(1), above, 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.
 - 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 (3) 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.
 - c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, provide the relocation assistance required per State law under Civil Code section 1946.2.
 - d. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.
3. **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 90 days prior to the proposed date of termination. If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination. Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:
- 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 month of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within fifteen (15) calendar days of service of the notice; and
 - iii. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of Intent to Occupy under Section 9.90.050(C)(1), above, 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 Demolition under 9.90.050(C)(4), above, 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 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 (3) 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.
- c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, provide the relocation assistance required per State law under Civil Code section 1946.2.
- d. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.

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. 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.
- 2. Any relocation assistance or rent waiver to which a Tenant may be entitled to under this chapter shall be in addition to and shall not be credited against any other relocation assistance required by any other law.
- 3. 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.
- 4. If the Tenancy is being terminated on the basis of an Intended Occupant move in under Section 9.90.050(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 above, 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.
5. 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.

9.90.070 **Enforcement and Remedies.**

A. 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 or ordinance 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.

B. Remedies.

1. A Tenant claiming a violation of this chapter may file an action against an Owner in a court of competent jurisdiction.
2. A Tenant may seek injunctive relief, equitable relief, and money damages, including punitive damages, in a civil action against an Owner for a violation of this chapter.
3. A Tenant may raise, as an affirmative defense, any violation or noncompliance with this chapter in any action by an Owner to recover possession of a Residential Rental Unit.
4. Any attempt by an Owner to recover possession of a Residential Rental Unit or any actual recovery of possession of a Residential Rental Unit in violation of this chapter shall render the Owner liable to the Tenant in a civil action for all of the following:
 - a. Actual damages;
 - b. In the court's discretion, reasonable attorney's fees and costs.
 - c. Upon a showing that that Owner has acted willfully or with oppression, fraud or malice, 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.
5. The City may at its own discretion enforce this chapter under Chapters 1.12 and 1.22 of this code, including civil and criminal remedies.

9.90.080 **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.

ORDINANCE NO. 2025-1253**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING A JUST CAUSE FOR TERMINATION OF A RESIDENTIAL TENANCY ORDINANCE IN THE CITY OF IMPERIAL BEACH WHICH AMENDS THE IMPERIAL BEACH MUNICIPAL CODE TO ADD CHAPTER 9.90**

WHEREAS, effective January 1, 2020, the Tenant Protection Act of 2019, Assembly Bill 1482 added Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code ("TPA") which has been amended from time to time; and

WHEREAS, subject to certain exceptions, the TPA: (1) limits rent increases over the course of any 12-month period to 5% plus the "percentage change in the cost of living" (as defined), or 10%, whichever is lower; and (2) prohibits an "owner" (as defined in the TPA) of "residential real property" (as defined in the TPA) from terminating a tenancy without "just cause" (as defined in the TPA); and

WHEREAS, the TPA is intended to assist families to afford to keep a roof over their heads and provide California with important tools to combat the state's broader housing and affordability crisis; and

WHEREAS, the TPA expressly permits a landlord to evict a tenant for various no fault reasons; and

WHEREAS, the TPA expressly authorizes local agencies (like the City of Imperial Beach) to adopt ordinances that are "more protective" than the TPA, in which case, the "more protective" local ordinance will apply to non-exempt residential real property (Civ. Code § 1946.2(i)(1)(B)); and

WHEREAS, the City of Imperial Beach ("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, government at all levels has a substantial interest in protecting the public with respect to housing; and

WHEREAS, like many cities in San Diego County, the City of Imperial Beach is experiencing a housing affordability crisis and a humanitarian crisis of homelessness that would be exacerbated by the displacement of renters; and

WHEREAS, much of the City's housing stock was built before 1990 and most places built before 1990 have accessibility challenges, which creates barriers to finding suitable housing for individuals with accessibility needs; and

WHEREAS, a large portion of households in Imperial Beach are of lower income and earn 80% of the Area Median Income or less and many of these households pay more than 50% of their income towards housing costs as renters and homeowners; and

WHEREAS, Imperial Beach residents are experiencing high inflation, increased food and transportation costs, higher rents, and increased utility costs making it impossible to make ends meet. These households are at risk of failing to maintain housing and falling into homelessness; and

WHEREAS, given existing income levels of Imperial Beach residents and the existing high cost of housing in San Diego County, any increased housing costs will exacerbate existing housing affordability issues; and

WHEREAS, a tenant's sudden and immediate displacement caused by a no-fault eviction can have a profound impact on the financial, emotional, and professional stability of the tenant's life; and

WHEREAS, elderly and disabled individuals often live on fixed incomes and cannot absorb rent increases, leading to difficulty in maintaining, searching for, and finding housing to meet their unique needs, making them more susceptible to displacement; and

WHEREAS, it is reported by the Legal Aid Society of San Diego that a significant number of clients in the San Diego County region are experiencing no fault evictions; and

WHEREAS, in Imperial Beach specifically, numerous tenants of residential real property have recently reported that their landlords are evicting or are threatening to evict them for the purpose of substantially remodeling their units; and

WHEREAS, the City is concerned that, without "more protective" local eviction control provisions, mass displacement of tenants will result in various problems for the displaced tenants and the City in general, such as more homelessness in the City; and

WHEREAS, the Council intends that this ordinance address threats to the public health, safety, and welfare of the residents of the City, to ensure that residents continue to have stable housing, and to protect residents from homelessness; and

WHEREAS, the additional protections included in the ordinance will assist displaced renters to decrease the negative impacts to the displaced tenants and the City.

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

SECTION 1. Recitals

The City Council finds the foregoing recitals to be true and correct, and hereby incorporates such recitals as findings into this ordinance.

SECTION 2. Environmental Review

The City Council finds and determines that the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3),

in that it can be seen with certainty there is no possibility the adoption of this ordinance will have a significant effect on the environment.

SECTION 3. Just Cause Ordinance

The Imperial Beach Municipal Code is hereby amended to add Chapter 9.90 "Just Cause for Termination of a Residential Tenancy Ordinance" as fully set forth in Exhibit "A" to this ordinance which is incorporated herein by reference.

SECTION 4. Relationship to Civil Code Section 1946.2

A. The just cause for termination of a residential tenancy under this local ordinance is consistent with the State of California's Tenant Protection Act of 2019, including Section 1946.2 of the Civil Code.

B. This local ordinance is more protective than Section 1946.2 of the Civil Code because it further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, and provides additional tenant protections that are not prohibited by any other provision of law.

C. It is the City's intent that its residential tenants be afforded the strongest protections available under the law. If any other governmental entity (including without limitation, the United States Government, the State of California, and the County of San Diego) adopts stronger tenant protections that apply to residential tenants in the City of Imperial Beach, then the stronger tenant protections shall prevail, and the City shall not enforce conflicting tenant protections in this ordinance.

SECTION 5. Effective Date.

This ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Imperial Beach shall cause this ordinance to be published pursuant to the provisions of Government Code section 36933.

SECTION 6. Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this ordinance are declared to be severable.

SECTION 7. Publication

The City Clerk shall certify the adoption of this ordinance and cause it to be published at least once within fifteen (15) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California on the 15th day of January 2025, by the following vote:

AYES: Councilmembers –
NOES: Councilmembers –
ABSTAIN: Councilmembers –
ABSENT: Councilmembers –

Paloma Aguirre, Mayor

ATTEST:

Jacqueline Kelly, City Clerk

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

EXHIBIT A to Regular Ordinance 2025-1253

Chapter 9.90

JUST CAUSE FOR TERMINATION OF A RESIDENTIAL TENANCY ORDINANCE

Sections:

- 9.90.010 Title and Purpose.
- 9.90.020 Promulgation of Administrative Regulations.
- 9.90.030 Definitions.
- 9.90.040 Residential Tenancies Not Subject to this Chapter.
- 9.90.050 Just Cause Required for Termination of Tenancy.
- 9.90.060 Requirements Upon Termination of Tenancy.
- 9.90.070 Enforcement and Remedies.
- 9.90.080 Sunset Clause.

9.90.010 **Title and Purpose.**

A. **Title.** This chapter shall be known as the Just Cause for Termination of a Residential Tenancy Ordinance and may be referred to herein as the Just Cause Ordinance.

B. **Purpose.** Subject to the provisions of applicable law, the purpose of this Just Cause 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 regulations. Nothing in this chapter shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means.

C. **Intent and Severability.** This chapter is intended to supplement any applicable State and federal law and provide further protection for certain tenants. Any provisions of applicable State or federal law that provide greater or additional protections for tenants than this chapter shall apply. If this chapter does not apply to a tenant, then applicable State law shall apply. If any provision of this chapter is invalidated, any applicable State and federal law shall apply in place of the invalidated provision.

9.90.020 **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 thirty (30) days after the date of publication on the City's website.

9.90.030 **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 State 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 Section 9.90.020.

“City” means the City of Imperial Beach.

“City Attorney” means the City Attorney of the City of Imperial Beach, or designee.

“City Manager” means the City Manager of the City of Imperial Beach, or 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 sixty-two (62) years old or older.

“Enforcement Officer” means the Director of the Community Development Department, any Code Enforcement Officer, the Building Official, any sworn deputy of the San Diego Sheriff’s 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 sibling, spouse, domestic partner, children, grandchildren, parents or grandparents of the residential unit Owner.

“Intended Occupant” means the Owner of the Residential Rental Unit or the Owner’s spouse, domestic partner, child, grandchild, parent, or grandparent.

“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 settlers 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 or contiguous lots, containing fifteen 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.

“State” means the State of California.

“Substantial Remodel” means either of the following that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the Tenant to vacate the residential real property for at least 30 consecutive days:

1. The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.
2. The abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

A Tenant is not required 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 laws.

Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, cabinet replacement, counter replacement, window replacement, removal of interior wall coverings solely for the installation of insulation, 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.

9.90.040 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 Section 798.2 of the California Civil Code.

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 section 1947.12 of the California Civil Code and is not subject to Just Cause requirements of section 1946.2 of the California Civil Code and Chapter 9.90 of the Imperial Beach Municipal Code. This property meets the requirements of sections 1947.12(d)(5) and 1946.2(e)(8) of the California Civil Code and Section 9.90.040(C) of the Imperial Beach Municipal Code, 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 22, 2025, 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 22, 2025, 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 Section 9.90.050(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 which is subject to the protections of Mobilehome Residency Law.

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 Imperial Beach Municipal Code Chapter 19.04.

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 California Department of Social Services.

H. Residential Property or Dormitories owned by the City, an institution of higher education, or a kindergarten and grades 1 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.

K. Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.

9.90.050 **Just Cause Required for Termination of Tenancy.**

A. **Prohibition.** After a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, 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 at fault just cause reasons as specified in Civil Code 1946.2 (b)(1):

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 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.
3. 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.
4. Committing waste as described in paragraph (4) of Section 1161 of the California 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 Section 9.90.050(C)(1), below, 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 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 California 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 California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.
9. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
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 California 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 California 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 California Code of Civil Procedure.

C. No-Fault Just Cause. No-Fault Just Cause means any of the following:

1. **Intent to Occupy.** Intent to occupy the Residential Rental Unit by the Owner or the Owner's spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person's primary residence.
 - (a) For leases entered into on or after March 22, 2025, if the lease is for a tenancy in a mobilehome, Intent to Occupy 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 the Owner, or the Owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 9.90.050(B)(5).
 - (b) This subsection 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.
 - (c) Intent to Occupy shall only be a No-Fault Just Cause basis for termination if the Intended Occupant moves into the Residential Rental Unit within 90 days after the Tenant vacates and occupies the Residential Rental Unit as a primary residence for at least 12 consecutive months.
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 State law.

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 Demolition.** The Tenancy is terminated because of the Owner's intent to Substantially Remodel or 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 to the Tenant 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 after a tenant has continuously and lawfully occupied the property for 12 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Imperial Beach Municipal Code Chapter 9.90 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 22, 2025. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after March 22, 2025, 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.

F. Owner Acknowledgement. When an Owner applies for a City of Imperial Beach business license to operate, the Owner will be required to acknowledge that he or she has read and will abide by this chapter if applicable to the Residential Rental Unit.

G. Copy to Tenant. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after on or after March 22, 2025, the Owner must provide a copy of this chapter to the Tenant upon entering into the lease.

9.90.060 **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 after a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, 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 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.

B. Requirements Upon Termination of a Tenancy for No-Fault Just Cause. Upon termination of a Tenancy for No-Fault Just Cause after a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, an Owner of a Residential Rental Unit shall provide notice and relocation assistance as follows:

1. **Termination of a Tenancy in Unit in a Residential Rental Complex for Substantial Remodel or Demolition.** When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause for a Substantial Remodel or Demolition, 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 90 days prior to the proposed date of termination. If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination. Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:

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 fifteen (15) calendar days of service of the notice or the last day of legal occupancy, whichever comes first; and

iii. **Notice of Substantial Remodel or Demolition.** 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 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 (3) 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.
- c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, 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 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, AND one month of actual then in effect contract rent under Tenant's lease. **[COUNCIL OPTION TO ADD: (1) If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to 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, AND one month of actual then in effect contract rent under Tenant's lease. OR (2) If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to one month 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, AND two months 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 (i), above.
- d. **Return of Deposit Required.** Unless otherwise prohibited by State law, the Owner shall return to Tenant the Tenant's full deposit or an amount equivalent to the deposit within fifteen (15) calendar days of service of the notice or the last day or legal occupancy, whichever comes first.
- e. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.

2. **Termination of a Tenancy in Unit in a Residential Rental Complex for a No-Fault Just Cause Reason Other than Substantial Remodel or Demolition.** When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause other than Substantial remodel or demolition, 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 90 days prior to the proposed date of termination. If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination. Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:
 - 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 no later than the last day of legal occupancy; and
 - iii. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of Intent to Occupy under Section 9.90.050(C)(1), above, 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.
 - 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 (3) 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.
 - c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, provide the relocation assistance required per State law under Civil Code section 1946.2.
 - d. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.
3. **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 90 days prior to the proposed date of termination. If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination. Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:
- 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 month of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within fifteen (15) calendar days of service of the notice; and
 - iii. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of Intent to Occupy under Section 9.90.050(C)(1), above, 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 Demolition under 9.90.050(C)(4), above, 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 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 (3) 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.
- c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, provide the relocation assistance required per State law under Civil Code section 1946.2.
- d. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.

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. 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.
- 2. Any relocation assistance or rent waiver to which a Tenant may be entitled to under this chapter shall be in addition to and shall not be credited against any other relocation assistance required by any other law.
- 3. 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.
- 4. If the Tenancy is being terminated on the basis of an Intended Occupant move in under Section 9.90.050(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 above, 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.
5. 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.

9.90.070 **Enforcement and Remedies.**

A. 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 or ordinance 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.

B. Remedies.

1. A Tenant claiming a violation of this chapter may file an action against an Owner in a court of competent jurisdiction.
2. A Tenant may seek injunctive relief, equitable relief, and money damages, including punitive damages, in a civil action against an Owner for a violation of this chapter.
3. A Tenant may raise, as an affirmative defense, any violation or noncompliance with this chapter in any action by an Owner to recover possession of a Residential Rental Unit.
4. Any attempt by an Owner to recover possession of a Residential Rental Unit or any actual recovery of possession of a Residential Rental Unit in violation of this chapter shall render the Owner liable to the Tenant in a civil action for all of the following:
 - a. Actual damages;
 - b. In the court's discretion, reasonable attorney's fees and costs.
 - c. Upon a showing that that Owner has acted willfully or with oppression, fraud or malice, 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.
5. The City may at its own discretion enforce this chapter under Chapters 1.12 and 1.22 of this code, including civil and criminal remedies.

9.90.080 **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.

12/16/2024 Tenant Protection Ad Hoc Committee Meeting Correspondence

a) Correspondence from Patsy Brown.
b) Correspondence from Michael and Patricia McCoy.
c) Correspondence from Molly Kirkland.
d) Correspondence from Gary Brown.
e) Correspondence from Sarah Szych.
f) Correspondence from Mark Williams.

From: [patsy brown](#)
To: [Public Comments](#)
Subject: Tenant evictions
Date: Tuesday, December 10, 2024 1:02:34 PM

You don't often get email from [REDACTED]. [Learn why this is important](#)

CAUTION: This email is from an External source. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

I attended the meeting a few months ago and heard the testimonials from these renters. It was heart wrenching to hear their stories. Please do whatever is in your power to help these people. Let Imperial Beach be a place that cares about all people, not just developers.

Thanks,
Patsy Brown
[REDACTED]

From: [REDACTED]
To: [Public Comments](#)
Subject: Evictions
Date: Thursday, December 12, 2024 1:31:31 PM

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[Sent from AOL on Android](#)

We recommend the City of Imperial Beach strengthen the rules governing evictions as per Chula Vista and San Diego.. As a council you represent all of us and can make changes to protect the vulnerable against private equity companies with no faces or history in our community. The people most affected need our help. It comes down to a sense of decency and recognizing who our neighbors are.

We suggest a moratorium to sort this out and find an equitable solution. We have enough homeless families in this county without adding more pain and misery in our own community.

Michael and Patricia McCoy

From: [Molly Kirkland](#)
To: [Public Comments](#)
Cc: [Paloma Aguirre](#); [Jack Fisher](#)
Subject: SCRHA Letter for Tenant Protections Ad Hoc Committee
Date: Friday, December 13, 2024 4:07:25 PM
Attachments: [SCRHA Ltr IB TP AdHoc 12-13-24.pdf](#)

You don't often get email from mkirkland@socalrha.org. [Learn why this is important](#)

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Hello,

I am submitting the attached letter on behalf of the Southern California Rental Housing Association (SCRHA) in advance of Monday's meeting.

Thank you,

Molly Kirkland, Director of Public Affairs

Southern California Rental Housing Association

9655 Granite Ridge Drive #200, San Diego, CA 92123

Office: 858.278.8070 | Direct: 858.751.2200

mkirkland@socalrha.org | www.socalrha.org

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December 13, 2024

Imperial Beach Tenant Protections Ad Hoc Committee
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Dear Mayor Aguirre and Councilmember Fisher:

On behalf of the Southern California Rental Housing Association (SCRHA), I am writing to share our industry expertise with the City of Imperial Beach Tenant Protections Ad Hoc Committee. As expressed at the December 4 City Council meeting, SCRHA has considerable experience with landlord-tenant law and with Tenant Protection Ordinances as a key stakeholder in the discussions that led the creation of the ordinances in the City of Chula Vista and San Diego.

SCRHA appreciates that City of Imperial Beach leaders are seeking ways to assist displaced residents. While neither property that has been identified in recent discussions is a member of SCRHA, we have significant concerns that our rental owner and management company members will find themselves unduly impacted because of efforts to help tenants at these two properties. Moreover, we share the concern expressed by several council members on December 4 about giving the affected residents false hope. Should the city move to enact a local ordinance, it will not help the residents at these properties. SCRHA continues to encourage its members to post available rental units in and near Imperial Beach on AffordableHousing.com and recently shared a list of companies who would welcome affected residents with City Manager Foltz.

While we understand that nothing specific has been proposed and there will be future discussions, I would like to address some items that were mentioned on December 4 and other general concerns.

SCRHA opposes an “eviction moratorium” and attempts to deny a property owner the right to terminate tenancy granted under state law. Property owners have the right to move themselves or family members into their rental units, retrofit their properties, and to remove them from the rental market altogether. Even if a moratorium was isolated to termination of tenancy for substantial remodel, there are still significant concerns.

1. Any moratorium enacted would do nothing to assist the residents at the two affected properties unless it included retroactive provisions and nullified previously served notices. A moratorium that includes retroactivity and invalidates compliant notices would likely put the City in a legally precarious position. The only time we have seen a moratorium with retroactive provisions was during the COVID-19 pandemic when all levels of government declared a public health emergency and the County (the regional health agency) enacted a limited moratorium as citizens were being asked to shelter in place.
2. Other rental owners (of all types and property sizes) in Imperial Beach could be planning a substantial remodel or already served legally compliant termination of tenancy notices for a substantial remodel. Many of these owners may have already secured permits, entered into agreements with contractors, made deposits with a contractor, and more. A moratorium will

be punitive to all owners who are simply trying to ensure their units are upgraded, in good condition, and remain habitable. Property owners are unlikely to go through the permitting process and spend significant amounts of money just to remove residents. However, owners who do go through the process need to be able to recoup their costs. Even those who have budgeted for improvements over the years are now finding rising costs difficult to keep up with. Additionally, multifamily housing has been significantly impacted by the insurance crisis. Many property owners have had or are facing cancellation of their policies, forcing them to find new insurance that often comes with a more than 100% increase in premium. Some companies are refusing to insure properties unless all the plumbing and/or electrical systems are completely upgraded. As this continues to occur, it is even more vital that property owners maintain the ability to substantially retrofit properties.

3. A majority of Imperial Beach's housing stock was built prior to 1990 and is in need of major upgrade. Upgrading electrical or plumbing is invasive, and some upgrades can trigger replacement of other systems. Additionally, when making these upgrades, hazards such as asbestos and lead-based paint are often unencapsulated, legally requiring the abatement of a health hazard. Just like a remodel of an older single-family home, many unknown issues may surface, increasing costs and lengthening the time to complete the project. Property owners will do regular upkeep and make repairs as needed, but other retrofits often necessitate that tenants leave the unit because it will be rendered uninhabitable during the process.

As the December 4 City Staff report confirmed, state law regarding No-Fault Just Cause, including owner/family member move-in and substantial remodel, was amended in 2023 and took effect April 1, 2024 (SB 567). The updated regulation closes what some groups called loopholes in the Tenant Protection Act (TPA/AB 1482). SB 567 was co-sponsored by ACCE Action, California Rural Legal Assistance Foundation, PICO California, Leadership Counsel for Justice & Accountability, Public Advocates, and Western Center on Law & Poverty (Source: 06/27/23- Assembly Housing And Community Development Analysis). Furthermore, on May 22, 2024, Attorney General Rob Bonta issued a bulletin to city attorneys and county counsels reminding them of their new enforcement authority. "The Tenant Protection Act is a powerful tool that my office has used to protect renters from unscrupulous landlords. Thanks to SB 567, all city attorneys and county counsel now also have the express authority to enforce the Tenant Protection Act, and I encourage them to do so," said Attorney General Bonta.

<https://oag.ca.gov/news/press-releases/attorney-general-bonta-alerts-city-attorneys-and-county-counsel-new-enforcement>

SCRHA believes that state law provides ample protection for tenants and strikes a necessary balance between tenant safeguards and the rights of property owners. SCRHA worked closely with the cities of Chula Vista and San Diego on their Tenant Protection Ordinances which closely mirror state law in most cases. It is vital that definitions, exemptions, and other components of a local ordinance are consistent with state law to avoid a patchwork of regulation that confuses both owners and renters. The process in Chula Vista took approximately one year, and in San Diego six months, both of which included numerous

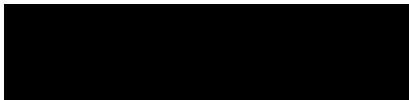


stakeholder meetings. As reported by City Manager Foltz, Chula Vista reviewed their ordinance at the September 10, 2024, City Council meeting. Chula Vista housing staff reported that there had been 108 termination of tenancy notices since the ordinance's effective date, 88 of which were for substantial remodel. However, at that meeting, city staff stated that most of the notices for substantial remodel were from one large residential rental complex that had been recently purchased and was remodeling in phases, indicating displacement for substantial remodel is not a pervasive problem throughout the city. Additionally, the council recognized that Chula Vista's ordinance might be too restrictive to meet the needs of their aging housing stock and punitive to those who have kept rents below market and requested that city staff reevaluate certain components. Per the minutes from that meeting, *"At the request of Councilmember Preciado, there was a consensus of a majority of the City Council to direct staff to meet with industry representatives to obtain feedback on the new concerns being raised, consider any adjustments that may be made to the ordinance to continue the balance between property owners, business owners, and tenants; and return to the City Council with a report in February 2025, including recommendations on the 30- and 60-day minimum vacancy matter and whether HUD is the best way to assess the fair market rent."*

SCRHA appreciates the Imperial Beach City Council's attention to this matter and desire to explore the issue more thoroughly. Should the city wish to pursue a local ordinance we strongly encourage the formation of a stakeholder group so that the concerns of all parties may be considered and to avoid unintended consequences to the rental housing ecosystem. SCRHA will also continue to advocate for rental assistance, shallow subsidies, and other funding to assist renters impacted by the lack of housing.

If I can be of further assistance, please don't hesitate to contact me at 858-278-8070.

Sincerely,



Molly Kirkland
Director of Public Affairs

From: [Gary Brown](#)
To: [Public Comments](#)
Subject: Tennant Protections
Date: Saturday, December 14, 2024 11:39:16 AM

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The attached illustrates two things:

1. Cities can and do make adjustments to protect renters.
2. There's a balance to be struck between protecting renters and encouraging property owners to make improvements.

I trust you ,City Council, will be wise and achieve that balance.

Editorial: Los Angeles can find a fairer way to raise the rent

<https://www.latimes.com/opinion/story/2024-12-08/los-angeles-rent-stabilization-ordinance-increases>

The city's rent control law needs to do more to prevent price shocks for tenants during periods of high inflation while ensuring landlords can recoup costs.

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OPINION

Editorial: Los Angeles can find a fairer way to raise the rent



Gloria Martinez of United Teachers Los Angeles, center, speaks during a news conference advocating changes to allowable rent increases in the city. (Allen J. Schaben / Los Angeles Times)

By The Times Editorial Board

Dec. 8, 2024 5 AM PT

The Los Angeles City Council is considering changing the way it sets annual allowable increases for rent-controlled properties for the first time in nearly 40 years. That's good. The law needs to do more to prevent price shocks for tenants during periods of high inflation while ensuring landlords can recoup the costs of managing their properties.

About 650,000 units in the city were built before Oct. 1, 1978, and are regulated by the rent-stabilization ordinance. That's nearly 75% of L.A.'s apartments.

Los Angeles has one of the least affordable housing markets in the country, and that's [the driving force](#) behind the city's homelessness crisis. More than [half of tenants](#) in the greater L.A. region are rent-burdened, meaning they spend more than a third of their income on housing, leaving less money for savings, healthcare, transportation and other needs.



OPINION

Opinion: I believe in tenants' rights. But L.A. is pushing out small landlords like me

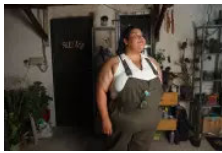
Jan. 16, 2024

More than 10% of tenants spend more than [90% of their income](#) on rent, making them vulnerable to ending up on the street. So city leaders have a keen interest in keeping rents stable to help tenants stay housed.

But the city also has an interest in ensuring that landlords can charge enough money to properly maintain their units and get enough of a return on their investment to keep them in the rental business.

L.A. froze rent increases for nearly four years after the onset of the COVID-19 pandemic, far longer than most jurisdictions. Landlords had to forgo [the cumulative 16%](#) rent increase that would have been allowed under the current formula. The 4% increase allowed on Feb. 1 was the first since the pandemic.

Meanwhile, property owners' operating expenses, including payroll, maintenance, utilities and insurance, have increased faster than inflation in recent years.



CALIFORNIA

To renovate an apartment — and not jack up the rent: These property owners have found a way

Oct. 3, 2024

It's not easy for policymakers to balance those competing interests. But reasonable changes can be made to the formula that establishes how much owners of rent-stabilized units can raise their prices each year.

The city ordinance sets an allowable annual increase in rents between a guaranteed minimum of 3% and a maximum of 8% based on the consumer price index, which measures inflation. Because inflation was low for so long, allowable increases have exceeded the CPI in 23 of the last 30 years, meaning rents were permitted to rise significantly more than inflation.

Fair market rent for a one-bedroom apartment was \$490 in 1985, when the city adopted the current formula. If allowable rent increases had tracked the consumer price index, the same unit would rent for \$1,500 today. With the 3% guaranteed minimum allowable rent increase, however, the rent would be \$1,705, according to an analysis done by [Keep LA Housed](#), a coalition of tenant advocates. That's still lower than current market rent of about \$2,000 a month.



OPINION

Editorial: L.A. can't become an affordable, livable city by protecting single-family zoning

June 17, 2024

L.A. allows annual increases of as much as 8% based on inflation, which is higher than most of the other cities that have rent control. The city also allows landlords to charge an additional 1% if they cover gas and the same if they pay for electricity. At a time when tenants are already crunched by higher prices, the current formula permits landlords to raise most renters' biggest monthly expense by a significant share.

Tenant advocates have pushed the City Council to set a 3% maximum and peg increases to 60% of the consumer price index to slow rent increases over time. Landlord groups want the council to keep the formula as it is so their members can make up for the pandemic rent freeze.

The [Housing Department has settled on a good compromise](#): setting a new maximum allowable rent increase of 5% and a new guaranteed minimum of 2%. That would prevent sharp rent hikes while helping landlords keep up with rising business fees and expenses that may not be reflected in the consumer price index. The department staff also suggested eliminating the extra 2% potentially allowed for utilities after [a study](#) found the additional rent increases likely exceed the cost of service.

Other proposals from the Housing Department need a bit more scrutiny from council members. To help landlords keep up with rising costs in years when inflation exceeds the 5% annual cap, staff suggest “banking” increases above 5% and applying them when the consumer price index falls below 5%. That could cost tenants more because the extra percentage increase would be applied to higher base rents in future years.

The Housing Department also suggests basing rent increases on a different measure of inflation that does not include housing costs, which have been a major driver of inflation. Tenant advocates warn that the proposed measure can be volatile, while landlords say it doesn’t capture enough of their costs.

Rent control is a valuable tool for keeping communities stable and preventing displacement and homelessness in an expensive real estate market. It makes sense to adjust the city’s formula for allowable rent increases to strike a better balance.

But ultimately the solution to L.A.’s housing crisis is to build more housing, especially affordable housing. The top priority of the City Council and Mayor Karen Bass should be making homebuilding faster, easier and cheaper in every neighborhood of the city.

More to Read

L.A. to boost pay for nonprofits at its homeless shelters

Dec. 14, 2024



These L.A. tenants want to own their buildings. L.A. is collecting millions to help

Nov. 21, 2024



An affordable housing complex for Hollywood workers grapples with tenant complaints

Nov. 19, 2024



The Times Editorial Board

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From: [Sarah Szych](#)
To: [Public Comments](#)
Subject: Whistleblower on abuse of veterans in recovery: for funding
Date: Sunday, December 15, 2024 11:35:52 AM

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My name is Sarah R Szych i am present in the encampment at or around 1900 Palm Avenue. I am a gravely disabled grandmother, an honorable veteran (only 1 year 9 months of 3 year service agreement as an airman in the navy, CVN 68 served) we all know what it means to be ineligible but does that mean human services at veteran affairs, who never wore uniforms get to defraud veterans in honest recovery. I qualify for political asylum coming out of MRT. I am wondering under a Vienna protective order, 1126844216, from my refugee status under the Trudeau Ministry and canadian border services, why the United States government employees have continued the harassment. I tried to donate most of the monies my medical and due process violations are worth to no avail, I even applied for a pending grant to fund a program to aid the crisis. The VA Soldier On program has lied and covered up these events and is dishonoring every city I show up in. Do not become part of the problem and choose to fund cost of living raises with Americans abuse. I am only passing through and headed to south America for an adequate environment and to be free from harassment. There are concessions to every rule in life, it's called being held accountable. Turns out it's government employees refusing to be honest about discrimination. People should consider where the problem is, if innuendo over radio waves is ending the life of a grandmother to cover up criminal activity.

Yours truly,

Sarah r szych

Discharged AN Sarah R Rybinski

From: [Mark Williams](#)
To: [Public Comments](#)
Subject: Fwd: AdHoc Meeting December 16, 2024
Date: Sunday, December 15, 2024 5:53:17 PM
Attachments: [241215 Imperial Beach Ad Hoc Committee for Tenant Protections PDF.pdf](#)

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Please find attached too many pages of discussion about tenant protections.

Hoping to bring some common sense.

Thanks

Mark Williams

[REDACTED]

Imperial Beach, CA 91933-1944

[REDACTED]

Imperial Beach Ad Hoc Committee for Tenant Protections

Housing Providers and Tenants have long standing relationships. Occasionally from time to time the relationship needs to be severed or turns sour. This is no different than any other business relationship.

The news is filled with horror stories about tenants destroying rental properties; not only hoarder junk, but drugs, meth, puppy mills, farm animals, non-working cars and trucks leaking oil on the lawns, driveways, in parking lots, which runs into the waste water gutters to our beaches.

Other stories are about tenants who rent a room for one month and never leave. Or tenants who lock out the owners.

A few in our city want to create more issues for housing providers which only help bad tenants. This creates squallier, non-payments, and evictions which are costly and time consuming. What the supporters are forgetting is the individual housing providers. Every time a law is passed it makes it much harder. Because of this the acceptance of lower financial tenants has become unattainable for many of the housing providers. We would require two months security deposit on high risk tenants. Not allowed to any longer. Used to be able to see criminal history; now the counties mask it. Used to look at past evictions and court filings; now that is masked. The state and cities are protecting many of the people you wouldn't let into your home. Why? This helps the professional scammers. Who is this hurting? Everyone!

Used to accept credit scores below 600, now minimum is 715 (national average). Applicant's personal banking is looked at deeper. They now must have in their personal savings a minimum of 12 months' rent. This shows job and financial responsibility stability. I'll add that gig economy and self-employed are having a much harder time because now banking and tax records are required. Just like buying a house or car.

Private investigators are now used to deep dive the background of prospective tenants. Just trying to weed out the known problem tenants. They look at social media post, past bankruptcies, and anything else that may suggest pitfalls.

Today I rent only people with an official identification issued by the US Federal government or a State Government with the Federal E-Verify need apply. Too many scammers.

Lease agreements used to allow for mediation of disputes, just like every other business contract. That was removed by the state to protect tenants. Again, who are they protecting? Now the courts are overloaded and it takes a very long time to evict someone.

Now our own cities are working against housing providers by enacting hostile laws that adversely affect the business relationship between housing providers and their customers, who happen to be tenants.

Ideas that have been enacted include:

Anti-harassment where the tenant "feels" harassed because of anything from being told not to park on the grass, or in someone else's parking spot to asking where the rent is? City of Los Angeles took it much farther by also enacting the "dirty looks" as harassment. Punishment to the housing providers is a

minimum of \$2,000 plus attorney fees. And the lawsuits can be filed by renters, renters organizations, or by the City of Los Angeles and the landlord has to pay attorney fees even if it's the LA City attorney.

Harassment includes taking pictures for obtaining quotes or for cause. It's called evidence. Nobody likes it. It's a necessary business practice. Tenants can remove personal pictures easily enough.

As part of a normal business Housing providers need to perform inspections from time to time. This requires access. Some tenants feel this is harassment. Some feel the right to change the locks or refuse entry to the housing provider, realtors, repair people and even city code enforcement inspector's. Some tenants put wet rags in buckets under sinks to create mold.

Some tenants will call city code enforcement for a problem they created that the housing provider was never notified about. Of course these problems never show up until tenants are being evicted for non-payment of rent. Funny how that happens...

Other issues are broken electrical outlets and switches, water leaks and clogged plumbing, even toys put down a toilet, which go unreported. Broken windows, broken mirrors, holes in walls, storage of hazardous materials, these issues need to be addressed as they occur and yes the tenants need to pay for repairs as they occur; but they don't want to.

Some tenants sneak in dogs which chew door and window trim, through walls, and poop is left on the floors, which damages the flooring, and destroys carpeting. Because of changes in state law security deposits are likely insufficient to cover damages.

Who determines what harassment is? The city? The state? Who? There is not and can never be specific rules. If a tenant is harassed they can sue for emotional distress. The city should butt out.

Housing Providers have been sued because a tenant's dog bit or killed a neighbor. This happened in San Francisco with the housing provider paying \$200,000.00 because the dog killed a neighbor.

This is what much of what the tenant protections are doing.

Where are the housing provider protections? There are none. Housing providers are forced to take large aggressive dog breeds that tenants just got as "emotional support animals". Is it harassment when the housing provider tells the tenant to pick up after the dog poops?

What is the city remedy for changing door locks? Blocking entry for inspection or repairs? Or just outright squatters? How about the city paying for housing provider legal cost to evict squatters?

Just recently I needed to access without notice an upstairs rental unit because water was leaking from a fitting on the toilet. It destroyed the downstairs ceiling. The failure was a direct cause of the tenant incorrectly installing a bidet. Unapproved plumbing alterations water damages and repairs cost of \$25,000. I have receipts. How much of the tenants one month security deposit did this cover? So what is the remedy? Lawsuit and garnish wages? (Good luck with that).

State and cities require low flow shower heads; how often do I need to remove the high flow shower heads and reinstall the low flow shower heads as required? Also required are smoke and CO2 detectors. Also required is the permeant battery 10 year life expensive devices. Used to be the batteries were stolen for other things. Now, because they will get dust and need periodic cleaning, they get thrown away and the tenant says it was never provided.

Where are my city protections for these issues? None exist yet the city wants to fine me for harassing my tenant when I am constantly fixing the same things for the same tenants.

One thing the city could do is refuse to send out code enforcement to look at anything without the housing provider being notified 30 days in advance and provided an opportunity to make repairs. Tenants weaponized Code Enforcement. Don't let that happen.

Housing providers are required by law and morally should provide a safe home. Recently some IB tenants were threatening to withhold rents until the Tijuana poop odors were cleaned up. Some feel it's the housing provider's responsibility to remove the vagrants hanging outside and all the vandalizing and breaking into cars should be paid by the housing providers. Where are the housing provider's rights on this? These are social issues that have gone unchecked by city law enforcement or just out of our cities ability.

Some cities want their regulations in 12pt font. This makes it harder from a management standpoint. If the word processor is set for 12pt, and it prints 12pt but it copied at 11.9pt then what? It makes the lease agreement invalid and the tenants get all of their money back. Yes, it's that level of stupidity.

Any city specific notices should be written on city letterhead and available on line as an addendum PDF and available for a free printed copy. San Diego requires the tenant's protections be provided to the tenants in print, all 70 pages. It immediately goes into the trash. Simply if the city requires it, the city should provide it at city cost. Fair is fair.

Some cities have implemented residential vacancy taxes. San Francisco just lost a lawsuit about this. They will appeal it of course. SF was taking an estimated \$9 million annually. Why does this matter? Because every time the state or city makes it harder to do business, more vacancies occur. These houses and apartments go unfilled. Thus contributing to less available housing.

In 2020 I worked in much of Imperial Beach for the US Census. I was shocked to learn how many homes and apartments in Imperial Beach are kept vacant. I started keeping a count it added up over 200 units. I only went to the homes that did not respond to the census. Some of the owners were past housing providers who chose to keep them off of the market. By implementing more friendly policies Imperial Beach could see some additional housing become available.

What is more favorable to housing providers?

- Unpaid rent from a tenant must be placed into an interest bearing account with the city as an escrow holder within three days of a late notice being served by a housing provider. If the tenant doesn't perform the city is to remain silent regarding eviction.
- During normal business hours if tenant refuses housing provider or their agents access for any reason the housing provider will notify the city and the city is to remain silent regarding eviction.
- Other issues the city needs to remain silent on include:
 - A) Unknown persons who are staying there.
 - B) Animals that were not previously approved by the housing provider. Including any emotional support animals.
 - C) Any criminal activity on or off the property.
 - D) Storage of dangerous items on the property.
 - E) Changing of locks or rekeying without the housing providers written permission
 - F) Anything the violates the lease agreement.

Part of the city's effort will interfere with housing provider's ability to evict nonperforming or underperforming tenants. Requiring a housing provider to accept back rent after eviction papers have been started is costly to the housing provider. Lawyers get \$1,000.00 to just fill out and file the paperwork with the courts. This expense could be avoided if the tenants paid the rent on time and stopped pretending the housing provider is their bank. Banks and loan companies repossess cars without interference from cities and are not required to go to court. Same with furniture. It's a business transaction.

There should be a different set of rules for people who rent rooms vs the entire apartment or home. Currently they share the same benefits, putting the small homeowner/housing provider at much greater risk. This has led to reduced housing with bedrooms sitting empty. There are a few residents who could tell you horror stories about their own individual experiences.

I covered a lot of ground here. Point is if the city wants more housing, then make it easier on housing providers to remove bad apples, non-paying, and other issues that add to the operational cost.

In 2025 we are going to see an additional business Federal tax. This is because the state of California has defaulted on its obligations to the Federal Government on a \$20B loan for COVID-19 pandemic relief. Not only will the manufacturing, farming, retail, hospitality sectors but so will the housing providers. Of course this additional tax will be passed along to every consumer and housing is no different. For this take your complaints to Governor Newsom.

My own water bill in the last 12 months increased over 20% for less water usage. EDCO has increased over 10%. SDGE is next to impossible to calculate thanks to all the other factors. Point is outside costs are driving up the rents. A shower valve replacement used to cost \$300.00 two years ago. Same job today cost \$1,200.00. The trades cost have skyrocketed. Property Insurance has also leaped. This too is something the state messed with. There are plenty of stories. Mostly because they know they can get it. Where is the regulation of these costs? Who is supposed to pay these costs? The consumer always does; the tenants see it with higher rents. **What can the city do? Stop adding risk and adding cost.**

Yes – every residence should be maintained. The heat should work, doors and windows should lock and the roof not leak. Electrical and plumbing should be maintained. This cost a lot, but it is needed.

Because of cost many housing providers will not provide some basic amenities such as a stove and refrigerator. Why? Because accessibility has become an issue with lingering excuses for COVID, work from home interruptions, they want the service in the evening or over the weekends. Some tenants wait until Friday evening to report a plumbing problem because they don't want the intrusion while they are working. So the solution is to minimize risk and cut cost. Law does not require housing providers to have these items, nor should it.

I have only addressed the issues that affect small time housing providers, not the corporate investors. Although they suffer the same cost hardships usually the economies of scale make it more palatable.

Some cities have enacted renter's boards to determine what the rent should be. Or have claw back which require the housing provide to refund rent monies. These cities also have the highest vacancy rates and lowest new builds for apartments.

The corporate investors typically will raise the rent the maximum allowable amount every year. Small housing providers don't usually follow this model. Unfortunately, because of rent control and over reaching tenant protections such as harassment mentioned earlier the small time housing provider no longer has that luxury. Need to build a war chest for the day it's your turn to defend yourself from bad tenants.

How would I go about addressing the issues? Have a real honest discussion with housing providers, large and small. Find ways to contain cost. Find ways to remove bad tenants quickly. These two things will protect the good tenants and go towards keeping rents from increasing as much. Talk with some of the eviction attorneys and learn what their biggest issues are, and their cost.

Nobody want's slumlords and the issues that come from that; just like nobody wants bad tenants and the problems that come from that.

Both sides deserve balance.

Housing is not a monopoly. Housing is owned by many people from individuals to large corporations. Housing can be shopped for amenities, cost, and location. We only have one provider for gas, electric, water, sewer and trash. These are monopolies.

Mark Williams

12/21/2024 Tenant Protection Ad Hoc Committee Meeting Correspondence

a) Correspondence from Danyrea Megginson.
b) Correspondence from Suzzane Warren.
c) Correspondence from Mark Williams x 2
d) Correspondence from Geraldeen Wood-Herman
e) Correspondence from Sandra Brillhart

From: [Danyrea Megginson](#)
To: [Public Comments](#)
Subject: Tenant Protections
Date: Monday, December 16, 2024 5:07:22 PM

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Unfortunately, the narrative of Hawaiian Gardens is a far too familiar one seen throughout our county, where we choose profit over people. There is no consideration given on the effect of the most vulnerable among us. Where will they go? Do you even care?

We need to look at stronger protections for tenants like stopping remodel evictions altogether, and help tenants with temporary placement during the remodel at their current rental cost or below. Lastly, after the remodel allowing them to move back to their residence under the same rental agreement, or no more than a 2-5% rental increase. This will especially help those on a fixed income, such as our seniors or those with disabilities.

When we know better, we can do better. We can make this story and future ones have a happy ending. Having a safe affordable roof over your head is a human right.

With Unity & Love,

Danyrea "**Cookie**" Megginson
Community Organizer
San Diego Organizing Project
m: [REDACTED] **l e:** danyrea@sdop.net
w: www.sdop.net

"Until the Lion learns to write/speak, every story will glorify the hunters narrative" African Proverb

"Righteousness and justice are the foundation of your throne; steadfast love and faithfulness go before you." (Psalm 89:14).

From: [Suzanne Warren](#)
To: [Public Comments](#)
Subject: Hawaiian Gardens in Imperial Beach
Date: Monday, December 16, 2024 10:11:10 PM

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Mayor Aguirre, Council member Jack Fisher and other members of the Council Committee,

I am disturbed by the recent actions taken against the tenants of Hawaiian Gardens in Imperial Beach. The owner of Hawaiian Gardens has told tenants they need to leave by January 31, 2025. This is not acceptable or humane. Residence should be given much more notice and offered choices and help related to finding new housing.

I support a recommendation the City of Imperial Beach strengthen the rules governing evictions as per Chula Vista and San Diego. As a council you represent all of us and can make changes to protect the vulnerable against private equity companies with no faces or history in our community. The people most affected need our help. It comes down to a sense of decency and recognizing who our neighbors are.

We suggest a moratorium to sort this out and find an equitable solution. We have enough homeless families in this county without adding more pain and misery in our own community.

Suzanne Warren

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From: [Mark Williams](#)
To: [Public Comments](#)
Subject: Fwd: Comments for the December 21 Ad Hoc Tenants Rights meeting.
Date: Friday, December 20, 2024 3:53:02 PM
Attachments: [Comments for Ad Hoc tenants protections December 21 2024.docx](#)

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Thank you

Mark Williams



Comments for tenants protections December 21 2024

One of the things that have not been discussed that should not be controversial is public safety.

Imperial Beach has a lot of secondary homes that are hidden behind the main home. We also have a lot of homes where the address is not clearly identified. In addition when the neighbors/sheriff/fire has problems that warrant owner/property manager notification there is no easy path to contact someone.

To address this issue the city could/should require a few things:

Address displayed: Require every property, all homes or separate buildings, to have the address displayed on the structure so it can be seen from the curb/driveway. Additionally it should be a contrasting color.

Addressing alley homes (two or more homes on one lot): A simple sign easily seen from the street curb stating the back house address (s) followed by the word "alley". Example 1070 Alley or other clear reference. Alley houses address need to be seen from the alley and identified on the building. This should be required of all properties, owner occupied or not.

Condos and apartments must have each unit clearly identified by the front door.

Contact Information: Rental properties only with absentee owner: Require posting of a sign that can be read from the curb or alley that provides either a phone number or email address to contact the responsible party. Examples: myemail@aol.com or 619-123-4567 or Managed by: ABC properties 619-987-6543. Point is to have a path for the average person to reach someone for property issues.

Short Term Rentals, less than 30 days, need a permanent sign posted outside, not just in a window, and require a 24 hour contact phone number.

IB code enforcement would be charged with enforcement of these rules.

Health Risk from Second Hand Smoking, Cannabis, Vaping, Incense, Scented Candles

Imperial Beach being a health-conscious community should outright ban any substances capable of creating a smell and can be transported through the air from rental properties. This should exclude BBQ and other food cooking. Make an easy path to evict if necessary the people who break this rule. Aside from the property damage odor producing elements cause neighboring tenants or residents simply cannot get away from it. In some people it causes medical crisis. This is true of all allergens.

California Prop 65 Warning for Mexican Sewage

I urge the city to create a lease addendum for our cities housing providers to explain the unknown health risk due to the Mexican sewage issue. Help the housing providers protect themselves.

Have this available on official City of IB letterhead and available as an option to local housing providers to have tenants sign to acknowledge the risk.

Animals (excluding legitimate service animals)

One of the larger problems is people sneaking in animals. The legal binding lease agreement seems one sided only protecting the tenants, not the landlord. People move in clearly stating they have no pets and then suddenly get their large breed “emotional support” animal. A number of issues come up including the dog owners not picking up the poop, constant dog barking, dog lunging at people, dog chewing walls, doors, and trim creating waste. And if the housing provider says the dog has to go, the bad tenants say it’s their ESA. The city can and should address this issue and put it in the hands of the housing provider, at their sole discretion to allow pets.

FYI – Per changes in state law housing providers are no longer allowed to collect extra security or extra rent for pets. Unfortunately this means every tenant must pay more.

Tenant Financial Accountability

Often housing providers require “Renters” insurance. This is not expensive, however if for some reason the home becomes unable to be occupied or the tenants property becomes damaged or stolen, the tenant is covered. Renters insurance does not pay for broken windows, holes in walls, holes in doors or other such damages. If the housing provider is lucky enough to find this damage while the home is still occupied they will want to fix it. This means bringing in outside contractors to make repairs. Some tenants feel intruded upon and change locks or just flat out refuse to allow repair people in to make repairs or quote. The tenants (or their friends or pets) who caused the damage are fully accountable for these costs. It’s not part of normal wear and tear. Nevertheless they don’t have the hundreds to thousands to pay for the damages. Housing providers can deduct the repair cost from the security and put the tenant on notice that they must refund the security deposit in 30 days, or eventually a notice of eviction and eviction to follow for this. The issue is wholly caused by the tenants and need to pay for this damage. Legal aid and groups like ACCE don’t feel this it is reasonable to demand renters insurance; too expensive. How about liability insurance for that Pit Bull the tenants lied and said they didn’t have?

Point is housing providers need protections and assistance from having to evict bad tenants because of issues like this. An eviction in San Diego takes seven months or more; all the while not collecting rent. The city should require non-paying tenants funds be deposited into a city held escrow account. Nobody deserves a free ride. These funds should go to the prevailing party once the court case is resolved.

Housing Provider Limited Financial Liability

ACCE and other Housing Rights supporters feel that Housing Providers should pay tenants for relocation. The state law already includes that and it is sufficient.

66 What if the property became suddenly not available due to fire, flooding, broken water pipes, electrical
67 problems, SDGE shut downs or gas leaks. Then what? The Housing Provider financial should be limited
68 to 1/30 of the month's rent per night that the tenant cannot occupy the property. This is fair. Tenant's
69 renters insurance will pay for additional living expenses. Housing Providers cannot obtain such
70 insurance. Where is the fairness getting much more than you paid for? Requiring Housing Providers to
71 pay for hotels or other long term housing is a recipe for bankruptcy. This also goes for periodic
72 maintenance including tenting for termites.

73 As unfair requirements are placed upon housing providers, rents go up in reaction. This makes
74 it really hard to be a compassionate housing provider.

75 It is next to impossible to separate the mega corporate owners from the small owners. Every law passed
76 has hurt small time investors. So much, that even renting out a bed room is a huge risk. When there is
77 no longer an upside the vacancy rate will increase. Simply because fewer people will take the risk. This
78 has been seen in San Francisco where the city started charging a vacancy tax. The courts ruled that the
79 city cannot charge that tax. I urge the council and committee to think of the greater good when looking
80 at issues.

81 With regards to the housing rehab issue yes it's hard on the people living there. Yet it's easier on the
82 city. New tenants will bring more money into the city and spend it locally. The city population will not
83 change in numbers, however the city coffers will be larger. In addition the sale of the property reset the
84 property taxes. I am estimating the new annual tax rate will be \$380,000/yr. There is no way for the new
85 owners to offset this cost without higher rents. And it would be very wrong to think otherwise.

87 *We need to also have an anti-harassment clause to protect housing providers. Other evening I*
88 *listen to a phone message that was left threatening a housing provider. Tenant was being evicted*
89 *for nonpayment of rent, and one of her protesting friends, likely also a member of the group*
90 *ACCE called the housing provider and left a threatening message because of the eviction.*

91 *It's behavior like this that detours housing availability. This person who was being evicted also*
92 *had members of ACCE protest in front of the residence, to harass the owners, which led to her*
93 *"friends" throwing rocks and breaking two windows costing over \$1,000.00 to repair.*

94 *The owners should never be harassed like this and certainly our city should demand a complete*
95 *criminal investigation into all parties' present and full restitution be made for the damages.*

From: [Mark Williams](#)
To: [Public Comments](#)
Subject: Additional Comments for tenants protections December 21 2024
Date: Friday, December 20, 2024 4:49:04 PM

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Additional Comments for tenants protections December 21 2024

Here is a question about tenant protections that just doesn't make sense.

- If you don't make your car payment, new or used, your car gets repossessed.
- If you don't pay your water bill, it gets shut off.
- If you don't pay your electric bill it gets shut off.
- If you don't pay your cell phone bill it gets shut off.
- If you don't pay your mortgage your house gets foreclosed on and you are removed.

Not one of the above requires a court appearance or takes a minimum of seven months just to get in front of a judge. It's just part of life. Paying your own way.

Housing is NOT A RIGHT! It's a need, not an obligation placed upon small investors.

How is it fair in any manner of speaking to allow non-paying people to occupy for free your property? Chances of collecting anything down the road is next to impossible.

So how is it okay for others to decide if they can stay or not?

Why are others making it extremely hard to remove non-paying tenants, squatters (truly unknown persons) and others who just hang on? Why are housing providers THE ONLY ONES getting stuck with the bill for property losses, damages, and court cost?

City councils like San Diego and Chula Vista have created an unsustainable situation. The ignorance and self-righteousness is astounding. Decisions are pushing out the small investor and bringing in the corporate investors. The very people the cities say they don't want to see.

Cities providing legal aid to stop an eviction are absurd. Tenant protections have gone too far.

The idea behind anti-harassment protections to the people that are taking (stealing) from others would be laughable, something from The Onion, until it's in writing.

Best way to prevent harassment is pay the rent, on time. It's not like it's a surprise when it's due. Follow this by following the housing rules; not sneaking in pets, additional tenants, sub-letting, Airbnb, and causing waste.

I would think that cities would want responsible residents, this goes equally for tenants and landlords.

Housing providers should maintain the property to acceptable standards of safe and functional. Sometimes that requires tenant relocation. Compensation should be 1/30 per day of the rent. That is fair because is what the housing provider earned. Anything more is unjust.

I met with other housing providers Friday morning that live in San Diego. They own a paid off property. They now have two permanent vacancies. They are just not going to risk it any more.

Housing is coming off of the market because of risk and burdens placed upon by state and local government. What are cities going to do? More restrictions? Enough!

Mark Williams



From: [Geraldeen Wood-Hermann](#)
To: [Public Comments](#)
Subject: Public comments
Date: Friday, December 20, 2024 4:40:56 PM

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Good Morning
Mayor &
Council Members

My husband Bill Hermann & I Gerri Wood-Hermann Live at Swell Apartments which had their outside renovated starting last May of 2024 and are expecting each unit to be renovated inside as of January 2025 when they come to each unit we were told we need to vacate immediately That is not easy to do than if we want to come back we were told we will have to reapply with the rates increase maybe doubled
It was bad enough being forced out of the Coronado Loews Bay Resort Marina & being forced off our boat which we loved & the boating life to have to face another eviction !!!!!

Please help us tenants to be able to affordable our rent & be comfortable in our home without being concern about being able to afford rent or living in our cars

We are not against the little businesses Landlords we are talking about the "BIG" greedy investors who are just coming into our small towns & taking over NOT caring if they are pushing people to be homeless !!
They should drive down town SD or interstate 5 & look at all the homeless living off the side!!!

Thank U for taking the time to let us vent but please think it through who is the REAL person who needs restraints or not !!!

Very concern & grateful
for your concerns
Gerri & Bill of
s/v Stagger Wing
32' WestSail

Sent from my iPhone

.

From: [Sandra Brillhart](#)
To: [Public Comments](#)
Subject: Ad Hoc Tenant Protections Committee
Date: Friday, December 20, 2024 5:12:50 PM

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Thank you for taking on this important and difficult issue.

I support a local tenant protection ordinance because it is becoming increasingly apparent that the State law does not do enough to protect vulnerable IB residents.

If it has not been done already, I suggest trying to get more data on the effectiveness of the existing local ordinances in achieving their desired outcomes. For example,

- Have they resulted in fewer no fault evictions?
- Have they provided impacted residents with sufficient resources to find suitable housing and prevent homelessness?
- Have they resulted in any unanticipated or negative consequences to the community?

Public officials should always put the common good over private interests. Preventing homelessness and safeguarding vulnerable residents against unscrupulous and unfair practices from landlords is clearly in the public interest.

Respectfully,
Sandy Brillhart

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12/23/2024 Tenant Protection Ad Hoc Committee Correspondence

a) Correspondence from Lyle Pavuk
b) Correspondence from Mark Williams
c) Correspondence from Gary Brown x 3
d) Correspondence from Paula Hall

From: Lyle Pavuk [REDACTED]
Sent: Saturday, December 21, 2024 2:11 PM
To: Tyler Foltz <tfoltz@imperialbeachca.gov>
Subject: HUD Research Report on Social/Health Impacts of Eviction

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Good Afternoon Tyler,

Below please find the HUD Report:

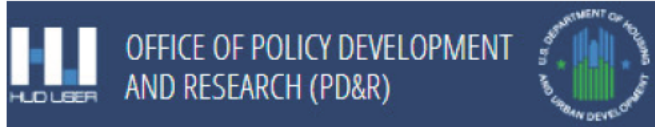
<https://www.huduser.gov/portal/periodicals/em/Summer21/highlight1.html>

The section I read from at the ad-hoc meeting is under the “Social and Economic Impacts” and “Health Impacts” Headings

All my best,

Lyle

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EVIDENCE MATTERS

Transforming Knowledge Into Housing
and Community Development Policy



Summer 2021

IN THIS ISSUE:

Affordable Housing, Eviction, and Health Prevalence and Impact of Evictions Eviction Prevention Initiatives

Affordable Housing, Eviction, and Health

Highlights

- Eviction is a commonplace and highly disruptive experience for low-income renters, with an estimated 3.7 million subjected to eviction filings in the most recent year for which data are available.
- African-American and Latinx renters (especially women), families with children, and renters in certain geographies are at greater risk for eviction.
- Evictions are associated with numerous negative physical and mental health outcomes, and eviction prevention is critical for mitigating both the spread of COVID-19 and its associated mortality.

The United States remains embroiled in a longstanding affordable housing crisis, leaving low-income renters particularly vulnerable to high housing cost burdens and housing instability. As a result, low-income renters often are threatened with or experience eviction — an involuntary move from housing initiated by a landlord.¹ The COVID-19 pandemic and its accompanying economic disruptions have intensified the threat of housing instability and insecurity nationally, but the effects of these crises have been uneven, with negative outcomes borne disproportionately by people and communities of color. Even under normal circumstances, eviction has negative and widespread economic, social, and health impacts on families; during a public health emergency, these impacts are particularly acute. Research links eviction with

increased rates of mortality, substance abuse, suicide, and low birth weight, among other physical and mental health impacts. Since the beginning of the pandemic, federal, state, and local governments have intervened to curb the spread of the coronavirus by helping people remain housed. These interventions, along with other longer-term policies, will be needed to address eviction and its often devastating consequences.

Eviction: A Commonplace Experience for Low-Income Renter Households

Nationally, an estimated 2 million renters are subject to legal eviction filings each year, with 900,000 or more of those resulting in a completed eviction; that is, removal from the home. Researchers at the Eviction Lab at Princeton University point out that significant gaps in eviction tracking data exist, so these figures underestimate both eviction filings and completed evictions.² Based on data from 2016, the most recent year available, landlords filed an estimated 3.7 million evictions, with about 8 out of every 100 renter households receiving eviction notices.³ Hepburn and Rutan place the scale of evictions in context by comparing them with the 2.8 million foreclosure starts at the height of the Great Recession.⁴ As staggering as these figures are, many more renters may be forced to exit their housing without a formal filing or between the time of a filing and a judgment. Wake Forest University law professor Emily Benfer points out that more than 30 percent of tenants move after the first sign of an impending eviction — usually notice from a landlord — without ever going to court.⁵



An estimated 900,000 or more U.S. renters are formally evicted from their homes each year. Photo courtesy of Flickr user Fibonacci Blue (CC BY 2.0)

These national findings build on those by Desmond, who found that more than one in eight Milwaukee renters experienced a forced move between 2009 and 2011.⁶ Another study found that one in seven children born in large U.S. cities between 1998 and 2000

experienced at least one eviction between birth and age 15.⁷

Informal evictions are even more difficult to quantify. A study of Washington, D.C., found that only 5.5 percent of eviction filings resulted in completed evictions; however, a forced exit from housing can happen at many points that may not be recorded.⁸ Existing information on rates of informal evictions indicates that they vary by locality. The Milwaukee study found that informal evictions occurred twice as often as formal evictions, whereas evidence from a different study on moves in New York City between 2016 and 2018 showed the opposite — roughly one informal

eviction for every two formal evictions.⁹ (See “[Prevalence and Impact of Evictions](#),” for more information about current efforts to track evictions and the associated challenges.)

Nonpayment of rent is the primary reason for eviction, which itself can arise from various causes, including rising rents combined with stagnant income growth and persistent poverty, job or income loss, or a sudden economic shock such as a health emergency or a car breakdown. Other reasons include lease violations, which can be technical in nature; property damage; and disruptions, such as police calls. Landlords, for their own reasons, may force tenants to move, either informally or through a legal “no-fault” eviction.¹⁰ Renters often are evicted over relatively small amounts of money — in many cases, less than a full month’s rent.¹¹ As discussed below, however, the disparities in evictions suggest that factors besides the ability to pay rent affect eviction rates.¹²

The COVID-19 pandemic and related mitigation responses drastically altered the context for evictions. On one hand, widespread impacts such as health emergencies and associated expenses, job loss, and income reductions have put many more households at risk of eviction than there were before the pandemic. On the other hand, eviction moratoria and other interventions significantly reduced the prevalence of evictions during the pandemic. In May 2021, an estimated 16.8 percent of renter households felt that eviction would be “very likely” within the next 2 months, and another 28.6 percent felt that eviction would be “somewhat likely” within the next 2 months.¹³ These figures represent an improvement from December 2020, when an estimated 17 percent and 35 percent of respondents believed that they were “very likely” and “somewhat likely,” respectively, to be evicted in the next 2 months. When pandemic-related emergency measures such as eviction moratoria expire, many cities are likely to face a backlog of filings along with a wave of new filings.¹⁴

Eviction Disparities

Although eviction is relatively common among low-income renters because of increasing rental costs and stagnant incomes, studies examining both national and local data have found that African American and Latinx renters (especially women), families with children, and renters in certain geographies are at greater risk for eviction than are other renters and neighborhoods with similar income characteristics.

A study examining court records of eviction cases against 4.1 million individuals in 39 states between 2012 and 2016 found that a disproportionate share of eviction filings and judgments were against African-American renters.¹⁵ Overall, although African-Americans make up only 20 percent of all U.S. renters, they constitute 33 percent of renters who are evicted.¹⁶

Female African-American and Latinx renters were more likely than males in the same groups to have evictions filed against them.¹⁷ Factors contributing to the increased rate of eviction for African-American and Latinx women include low wages, the need for larger and more expensive units to accommodate children, landlords attempting to evade increased scrutiny related to lead

poisoning of children, police calls related to domestic violence, and gender dynamics and abuses of power between male landlords and female tenants, including sexual harassment and assault.¹⁸ In a review of data from large cities, Lundberg and Donnelly found that, between 1998 and 2000, children born into poorer households were more likely to experience evictions than those born into higher-income households, and children in African American and Hispanic households were more likely to experience evictions than those in White households.¹⁹ African-American and Latinx renters were also more likely to be targeted with serial eviction filings — repeated filings against the same individuals at the same address.²⁰

These studies built on the findings of local investigations. The Milwaukee Area Renters Study found higher rates of eviction for African-American, Latinx, and lower-income renters and renters with children. Neighborhood crime and eviction rates, the number of children in a household, and “network disadvantage” — defined by Desmond and Gershenson as “the proportion of one’s strong ties to people who are unemployed, addicted to drugs, in abusive relationships, or who have experienced major, poverty-inducing events (e.g., incarceration, teenage pregnancy) to increase his or her propensity for eviction” — are factors associated with an increased likelihood of eviction.²¹ In Milwaukee County, female renters in predominantly African-American and Latinx neighborhoods were disproportionately evicted.²²

A number of studies of eviction filings in local contexts, usually at the city level, find stark geographic disparities and concentrations of evictions, with a small number of neighborhoods and even specific buildings and landlords accounting for a disproportionate share



The groundbreaking Milwaukee Area Renters Study found higher rates of eviction among African-American, Latinx, and lower-income renters and renters with children.

of evictions. These geographic disparities reflect the intersection of demographic disparities and residential segregation, but they also reveal how a small number of large-scale landlords strategically deploy eviction as a tool for rent collection and tenant control.²³ A study of eviction filings in Washington, D.C., from 2014 to 2018, for example, found wide spatial disparities across the city’s eight wards in filings, which were concentrated in neighborhoods east of the Anacostia River with majority African-American populations, and executed evictions, with more than 60 percent occurring in the two wards east of the river. In 2018, just 20 landlords owning 21 percent of the city’s rental units accounted for nearly half of its eviction filings.²⁴ Similarly, in Richmond, Virginia, researchers found that a neighborhood’s racial composition is associated

with higher eviction rates after controlling for income, property values, and other factors, with higher rates of eviction in neighborhoods with a higher share of African-American residents.²⁵

Tracking a decade of evictions in 17 cities, Rutan and Desmond found that these spatial concentrations of evictions tend to be durable over time. An examination of the 100 land parcels or properties with the highest eviction rates in 3 of the cities, for example, showed that these parcels accounted for more than 1 in 6 evictions in Cleveland, Ohio, and more than 2 in 5 evictions in Fayetteville, North Carolina, and Tucson, Arizona. Among the implications of these findings is that interventions targeted at the neighborhoods, buildings, and landlords responsible for significant numbers of evictions can have a profound impact.²⁶

In some local contexts, other factors, such as property turnover and investor purchases of multifamily rental housing in gentrifying neighborhoods, have been associated with increases in eviction rates, as two studies of eviction in Atlanta found.²⁷

Devastating and Durable Impacts

Evictions are extremely disruptive experiences that have numerous negative economic, social, and health impacts for affected families and communities. Garboden and Rosen argue that even an informal threat of eviction is an expression of the landlord's power over the tenant that can negatively affect not only renters' financial and housing decisions but also "their sense of home and community."²⁸

Social and Economic Impacts. Forced moves are often stressful, rushed, and undertaken with scant resources for associated expenses such as moving and storage services, application fees, and security deposits. During the eviction process, families might lose their possessions, their job, and their social networks and schools (with potentially negative implications for academic achievement).²⁹ Under these circumstances, and with an eviction on record, evicted households often struggle to secure new housing. In a study based on data from New York City, Collinson and Reed found that an eviction increased the likelihood that a household would apply for a homeless shelter by 14 percentage points compared with nonevicted peers and resulted in an increase of 5 percentage points in the number of days spent in a shelter during the 2 years after an eviction filing.³⁰

When evicted households do secure new housing, writes Desmond, "they often must accept conditions far worse than those of their previous dwelling," because many landlords will reject them, forcing them to accept units at the bottom of the market. Such moves within disadvantaged neighborhoods are associated with negative outcomes such as poor school performance, loss of social ties, increased rates of adolescent violence, and health risks.³¹ In addition, a forced move to a more disadvantaged neighborhood or substandard housing often results in subsequent voluntary moves in search of better conditions.³² The record of an eviction filing, however, can make securing housing more difficult and costly for these households well into the future.³³

Health Impacts. Beyond these economic and social impacts, research shows that evictions are associated with numerous negative physical and mental health outcomes.³⁴ “The evidence of the link between eviction and health is starting to snowball with research teasing out the mechanisms and directions [of that link],” says Johns Hopkins professor Dr. Craig Pollack.³⁵

A major life event and social stressor, eviction has been associated with an increase in all-cause mortality,³⁶ higher mortality rates in several substance use categories³⁷, and a likelihood of committing suicide that is four times higher than that of people who have not experienced eviction, controlling for demographic, socioeconomic, and mental health factors.³⁸ Research shows that eviction during pregnancy is associated with reduced infant weight and gestational age at birth.³⁹

These health impacts persist over time, with some studies showing effects as long as 2 years after an eviction. A study based in New York City found that in the 2 years following an eviction, people were more likely to visit the emergency room or require hospitalization for a mental health condition than were their nonevicted peers.⁴⁰ A study of low-income urban mothers using a national U.S. sample found that those who had experienced eviction had higher rates of material hardship and depression than those who had not been evicted, and these effects persisted for as long as 2 years after the forced move.⁴¹

Through its link to homelessness, eviction may lead to numerous risks, including syringe sharing (due to reduced access to sterile syringes and increased contact with the police, which can lead to the loss of injecting equipment and a greater likelihood of sharing),⁴² chlamydia and gonorrhea contraction,⁴³ HIV disease progression (possibly because eviction increases stress and disrupts one’s ability to safely store medication and access care providers and pharmacies),⁴⁴ and an increased likelihood that both male and female users of injected drugs will experience violence.⁴⁵

The link between eviction and health runs both ways: eviction leads to negative health conditions and higher risks, but negative health conditions and their associated costs can themselves lead to eviction and, in turn, worsen health conditions.⁴⁶ A study of Medicaid expansion in California found that increasing the number of Medicaid enrollees was associated with reductions in the number of evictions, suggesting that access to affordable health care can interrupt the connection between poor health and housing instability.⁴⁷

KC Tenants leaders blocking the doors to the Eastern Jackson County Courthouse on January 5, 2021, in Independence, Missouri. Photo by Carly Rosin, courtesy of KC Tenants

Eviction Intersections With the COVID-19 Pandemic

The COVID-19 pandemic and mitigation responses resulted in widespread job and
Submitted by Lyle Pavuk



income loss, which were disproportionately experienced by renters of color. Losses of low-income jobs, totaling more than 5.1 million, were especially high in food services, health care, entertainment, and other service industries.⁴⁸ As a result, many households have

missed rent payments or might miss subsequent payments and therefore are at a heightened risk of eviction. U.S. Census Bureau Pulse Data from May 24 to June 7, 2021, found that 10 percent of renters reported having “no confidence” in their ability to pay the following month’s rent.⁴⁹ In addition to the health impacts of eviction discussed above, forced moves out of housing have negative health implications specific to pandemics.⁵⁰

Eviction is a particular threat to health during a pandemic because, as Benfer explains, “we know that eviction results in doubling up, in couch surfing, in residing in overcrowded environments, in being forced to use public facilities, and, at the same time, not being able to comply with pandemic mitigation strategies like wearing a mask, cleaning your PPE [personal protective equipment], social distancing, and sheltering in place.”⁵¹ Epidemiological modeling under counterfactual scenarios comparing results with a strict moratorium against results without a moratorium suggests that evictions increase COVID-19 infection rates significantly.⁵² Given these patterns, eviction prevention has become a critical pandemic control strategy, important for mitigating both the spread of COVID-19 and its associated mortality.⁵³

Just as African-American and Latinx populations disproportionately experience eviction, members of those groups are also more likely than White peers to receive a positive COVID-19 test, become hospitalized due to COVID-19, and die from COVID-19.⁵⁴ The populations that disproportionately experience eviction are also more likely to have comorbidities that are associated with COVID-19 infection and mortality.⁵⁵ According to Eviction Crisis Monitor, a joint effort of Right to Counsel NYC, the Association for Neighborhood & Housing Development, JustFix.nyc, and the Housing Data Coalition, landlords have sued 32,576 households in New York City for \$265,460,130 since the pandemic began, and 222,135 renters in the state have active cases in court and will face eviction when applicable moratoria expire. Analysis indicates that “Landlords are filing evictions 3.6 times faster in zip codes with the highest rates of death from COVID-19.” In these hardest-hit ZIP codes, 68.2 percent of the population are people of color, whereas only 29.2 percent of the population in the ZIP codes least affected by COVID-19 are

people of color.⁵⁶ Nationally, Hepburn et al. found that from March 15 through December 31, 2020, eviction filings disproportionately affected African-American and female renters.⁵⁷

Research suggests that eviction prevention is important for pandemic mitigation. By studying COVID-19 incidence and mortality in 43 states and the District of Columbia with varying expiration dates for their eviction moratoria, Leifheit et al. found that “COVID-19 incidence was significantly increased in states that lifted their moratoriums starting 10 weeks after lifting, with 1.6 times the incidence...[and] 16 or more weeks after lifting their moratoriums, states had, on average, 2.1 times higher incidence and 5.4 times higher mortality.” The researchers conclude that, nationally, expiring eviction moratoria are associated with a total of 433,700 excess COVID-19 cases and 10,700 excess deaths.⁵⁸ Another study estimates that, had eviction moratoria been implemented nationwide from March 2020 through November 2020, COVID-19 infection rates would have been reduced by 14.2 percent and COVID-19 deaths would have been reduced by 40.7 percent.⁵⁹

Addressing the Crisis Through Policy

At the onset of the pandemic, state and local lawmakers were the first to step in to prevent evictions, with 43 states, 5 territories, and the District of Columbia enacting eviction moratoria of varying terms. By mid-May 2020, 31 states had halted at least one part of the eviction process; however, the hold was often applied only to the latter stages, which meant that eviction filings continued, appearing on tenants’ legal records and negatively affecting their credit scores. State and local moratoria varied in the stage of the eviction process they forestalled, the stakeholder being controlled, the type of tenant or eviction covered, and the duration. Many state moratoria expired or were limited by restricting eligibility or permitting eviction for reasons other than nonpayment (which also created a loophole for landlords), removing or weakening these protections. Benfer notes that in North Carolina, for example, 71,000 families and individuals received eviction filings, and judges denied only 3 percent of these cases despite federal and state moratoria.⁶⁰

At the end of March 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which included federal policies to protect renters. The CARES Act prohibited evictions for nonpayment of rent from all federally backed or assisted rental properties, covering an estimated 12.3 to 20 million renter households through July 24, 2020. Also protected from eviction (potentially beyond July 24, 2020) were renters living in properties granted forbearance on federally backed multifamily and single-family mortgages.⁶¹ Ambrose, An, and Lopez’s analysis found that, in the absence of eviction moratoria, protections based on government-sponsored enterprise financing of rental housing would have reduced eviction filings by approximately 20 percent.⁶²

After the CARES Act protections and many state and local moratoria expired, the Centers for Disease Control and Prevention (CDC) began a federal moratorium that became effective September 4, 2020, and, after successive renewals, was extended through July 31, 2021. The

rationale for the order was that the moratorium would facilitate self-isolation, social distancing, and adherence to stay-at-home orders and reduce residency in congregate settings such as homeless shelters. The CDC moratorium also had significant limitations: it required tenants to initiate their protection through a written declaration and meet a number of conditions for eligibility, such as making "best efforts" to obtain government assistance and proving that they are likely to experience homelessness if evicted.⁶³ In addition, Hepburn says, "there was a lot of variation in how the order was interpreted, [so] some renters were better protected than others."⁶⁴

Although there was no comprehensive national evictions database or tracking of tenant declarations under the CDC moratorium, several studies based on available data indicate that state, local, and national moratoria have curbed eviction filings



The FASTEN (Funds and Services for Tenants Experiencing Need) program in New York is a philanthropic effort to prevent eviction through rental and rental arrears assistance, landlord and tenant mediation, and legal assistance. Photo courtesy of Enterprise Community Partners, Inc.

and evictions.⁶⁵ In a study of 63 jurisdictions, the U.S. Government Accountability Office (GAO) found that under federal, state, and local eviction moratoria, the rate of eviction filings was 74 percent lower in the last week of July 2020 than in the same week in 2019, but it gradually increased under the CDC moratorium.⁶⁶ Another study by Hepburn et al. that examined available eviction filings data found that 65 percent fewer cases were filed between March 15 and December 31, 2020, than during the same period in a typical year. Based on this rate, the researchers estimate a reduction of 1.55 million eviction filings nationwide in 2020.⁶⁷ Looking specifically at the period when the CDC moratorium was in effect, from September 4, 2020, to February 27, 2021, Hepburn and Louis tracked 163,716 eviction filings, a 44 percent reduction compared with the same period in a typical year. The rate of reduction varied considerably from city to city; reductions were greatest in cities that supplemented the CDC moratorium with their own protections. In cities without additional protections, filings were at 50.1 percent of the historical average. At the extremes, filings were 30.1 percent of the historical average in Richmond, Virginia, and 90.1 percent of the historical average in Tampa, Florida.⁶⁸ These findings indicate that the moratoria, coupled with income supports and rental assistance, offered renters significant protections, albeit with substantial gaps. The GAO analysis concluded that improved outreach to increase tenant awareness of the moratorium would make it more effective and beneficial.⁶⁹

Timely rental assistance can help households avoid eviction and its many impacts.
Photo courtesy of Friends in Deed

Although the CDC moratorium was extended several times, many



analysts fear that following its expiration, tenants will experience an “eviction cliff” — precipitous movement on a months long backlog of pending evictions that have been paused at various stages by moratoria.⁷⁰ Research findings by Hepburn et al. showing that eviction filing rates increased in the second half of 2020 and were higher than historic averages when eviction protections expired — for example, between the end of the CARES Act moratorium in August 2020 and the start of the CDC moratorium on September 4, 2020 — lend credence to this concern.⁷¹

The December 2020 COVID-19 relief legislation and the March 2021 American Rescue Plan (ARP) have provided \$46 billion in federal funding for emergency rental and utility assistance as well as various forms of income supports.⁷² ARP also provides \$5 billion for emergency housing vouchers and another \$5 billion for the HOME Investment Partnerships Program for housing and services for those are experiencing or are at risk of homelessness.⁷³ This infusion of funds promises relief to many in need. Although this aid is substantial, it might not be enough to eliminate all the rental debt accrued during a year and a half of the pandemic, and many households remain in a precarious situation for making their upcoming rent payments unless their income has stabilized through employment or government assistance. In some cases, localities are rationing assistance through per-household caps to ensure that more households can receive aid or to prioritize those with the greatest need.⁷⁴ Collyer notes that the income supports from ARP, such as the child tax credits, could also help households make their rent payments.⁷⁵

These recent responses and other policy interventions could go beyond the immediate need to address the COVID-19 pandemic and become part of a broader effort to combat the longstanding eviction crisis. Hepburn notes that because the eviction crisis derives largely from the affordable housing crisis, increasing the supply of affordable housing remains an important intervention.⁷⁶ Collyer adds that ensuring that tenants have a stable and sufficient income is essential.⁷⁷ Ultimately, because eviction is a symptom of a broken system of housing provision, it cannot be eliminated without addressing its root causes. Intermediate interventions that can help curb the rate of evictions include eliminating the state provision for no-fault evictions (in which landlords can evict without cause), extending fair housing legislation to include source of

income protections, sealing records to ensure that evictions do not make securing quality housing difficult, guaranteeing a right to counsel in eviction court proceedings, establishing local eviction diversion programs, and funding emergency rental assistance programs that can make the difference between paying the rent and eviction for families.⁷⁸ Effective long-term interventions include policies that increase the availability of diverse affordable housing options, expand access to housing vouchers and other housing assistance programs, and strengthen renter protections.⁷⁹

Outside of policy interventions, tenants' associations, nonprofits, and other nongovernmental organizations are also addressing the threat of eviction. Tenants in many cities nationwide, including Kansas City, Milwaukee, and Brooklyn, are organizing and protesting to halt evictions and call for rental assistance. In some cases, tenants have successfully delayed eviction proceedings.⁸⁰ The national Autonomous Tenants Union Network, which was founded in 2018 and formalized in 2020, has supported city-level unions that have grown rapidly during the pandemic.⁸¹ Public policy has also been catalyzed and supplemented by philanthropies. The pandemic has spurred philanthropies to pivot from their traditional roles and processes toward providing emergency assistance for public health needs, including support for housing (see "[A Picture of Philanthropy During the Pandemic](#)").

Conclusion

Housing stability — specifically, the prevention of evictions — remains an essential component of COVID-19 mitigation. Keeping people safely housed reduces the spread of the virus while mass vaccination efforts continue. Although the pandemic has brought new urgency to eviction prevention efforts, evictions were widespread before the pandemic and have long been linked to adverse physical and mental health outcomes. Effective responses to keep people housed and mitigate the long-term economic, social, and health effects of eviction are critical to HUD's mission to serve the most vulnerable members of society and, given the disproportionate impact of eviction on people and communities of color, an essential part of the Biden administration's commitment to advance racial equity.

Related Information

[A Picture of Philanthropy During the Pandemic](#)

1. Emily Peiffer. 2018. "[Why We Need to Stop Evictions Before They Happen](#)," *Housing Matters*, 25 July.
2. The Eviction Lab. 2018. "[National Estimates: Eviction in America](#)," Accessed 13 May 2021.

3. Matthew Desmond. 2020. "[On the Brink of Homelessness: How the Affordable Housing Crisis and the Gentrification of America Is Leaving Families Vulnerable](#)," statement before the United States House of Representatives Committee on Financial Services, 3.
4. Peter Hepburn and Devin Q. Rutan. 2021. "[America Can't Just Build Its Way Out of an Eviction Crisis](#)," *Slate* 6 May.
5. Miriam Axel-Lute and Brandon Duong. 2021. "[Fixing the Harms of Our Eviction System: An Interview with Emily Benfer](#)," *Shelterforce* 4 March.
6. Matthew Desmond. 2016. *Evicted: Poverty and Profit in the American City*. New York: Crown, 5.
7. Ian Lundberg and Louis Donnelly. 2019. "A Research Note on the Prevalence of Housing Eviction Among Children Born in U.S. Cities," *Demography* 56:1, 391-404.
8. Brian J. McCabe and Eva Rosen. 2020. "[Eviction in Washington, DC: Racial and Geographic Disparities in Housing Instability](#)," Georgetown University McCourt School of Public Policy, 5.
9. Matthew Desmond and Tracey Shollenberger. 2015. "Forced Displacement from Rental Housing: Prevalence and Neighborhood Consequences," *Demography* 52, 1751; Sophie Collyer and Lily Bushman-Copp. 2019. "[Spotlight on Forced Moves and Eviction in New York City](#)," Columbia Population Research Center, 9.
10. Himmelstein and Desmond.
11. Emily Badger. 2019. "[Many Renters Who Face Eviction Owe Less Than \\$600](#)," *The New York Times*, 12 December.
12. Benjamin F. Teresa. n.d. "[The Geography of Eviction in Richmond: Beyond Poverty](#)," RVA Eviction Lab.
13. U.S. Census Bureau. 2021. "[Week 31 Household Pulse Survey: May 26–June 7: Table 3b. Likelihood of Having to Leave this House in Next Two Months Due to Eviction, by Select Characteristics](#)." Accessed 28 June 2021.
14. Peter Hepburn. 2021. "[The End of the C.D.C. Eviction Moratorium Means Trouble](#)," *The New York Times*, 2 June; Mary K. Cunningham, Ananya Hariharan, and Olivia Fiol. 2021. "[The Looming Eviction Cliff: Findings from the Urban Institute Coronavirus Tracking Survey](#)," The Urban Institute, 1.
15. Peter Hepburn, Renee Louis, and Matthew Desmond. 2020. "[Racial and Gender Disparities among Evicted Americans](#)," *Sociological Science* 7.
16. Himmelstein and Desmond.
17. Hepburn et al.
18. Matthew Desmond. 2014. "[Poor Black Women Are Evicted at Alarming Rates, Setting Off a Chain of Hardship](#)," MacArthur Foundation Policy Research Brief, 2; See Teresa Wiltz. 2020. "[Female Renters Take on Predatory Landlords](#)," Pew Charitable Trusts, 12 March.
19. Lundberg and Donnelly, 56.
20. Hepburn et al.

21. Matthew Desmond and Carl Gershenson. 2016. "[Who gets evicted? Assessing individual, neighborhood, and network factors](#)," *Social Science Research*.
22. Matthew Desmond. 2012. "[Eviction and the Reproduction of Urban Poverty](#)," *American Journal of Sociology* 118:1.
23. Dan Immergluck, Jeff Ernsthausen, Stephanie Earl, and Allison Powell. 2020. "Evictions, large owners, and serial filings: findings from Atlanta," *Housing Studies* 35:5, 903–24.
24. McCabe and Rosen.
25. Teresa.
26. Devin Q. Rutan and Matthew Desmond. 2021. "[The Concentrated Geography of Eviction](#)," *Annals, AAPSS* 693.
27. Elora Lee Raymond, Ben Miller, Michaela McKinney, and Jonathan Braun. 2021. "Gentrifying Atlanta: Investor Purchases of Rental Housing, Evictions, and the Displacement of Black Residents," *Housing Policy Debate*; Immergluck et al.
28. Philip M.E. Garboden and Eva Rosen. 2019. "Serial Filing: How Landlords Use the Threat of Eviction," *City & Community* 18:2.
29. Peiffer; Matthew Desmond and Carl Gershenson. 2016. "[Housing and Employment Insecurity among the Working Poor](#)," *Social Problems*; Diana H. Gruman, Tracy W. Harachi, Robert D. Abbott, Richard Catalano, and Charles B. Fleming. 2008. "Longitudinal Effects of Student Mobility on Three Dimensions of Elementary School Engagement," *Child Development* 79:6.
30. Robert Collinson and Davin Reed. 2018. "[The Effects of Evictions on Low-Income Households](#)," 3.
31. Desmond 2012, 89, 118.
32. Matthew Desmond, Carl Gershenson, and Barbara Kiviat. 2015. "[Forced Relocation and Residential Instability among Urban Renters](#)," *Social Service Review*, 256.
33. Rudy Kleysteuber. 2007. "[Tenant Screening Thirty Years Later: A Statutory Proposal To Protect Public Records](#)," *The Yale Law Journal* 116, 1350; Barbara Kiviat and Sara Sternberg Greene. 2021. "[Losing a Home Because of the Pandemic is Hard Enough. How Long Should It Haunt You?](#)" *The New York Times*, 7 January.
34. Craig Evan Pollack, Kathryn M. Leifeit, and Sabriya L. Linton. 2020. "[When Storms Collide: Evictions, COVID-19, And Health Equity](#)," *Health Affairs Blog*.
35. Interview with Craig Pollack, 7 May 2021.
36. Yerko Rojas. 2017. "[Evictions and short-term all-cause mortality: a 3-year follow-up study of a middle-aged Swedish population](#)," *International Journal of Public Health* 62:3.
37. Ashley C. Bradford and W. David Bradford. 2020. "[The effect of evictions on accidental drug and alcohol mortality](#)," *Health Services Research* 55:1.
38. Yerko Rojas and Sten-Åke Stenberg. 2016. "[Evictions and suicide: a follow-up study of almost 22,000 Swedish households in the wake of the global financial crisis](#)," *Journal of Epidemiol Community Health* 70:4, 409–13.

39. Gracie Himmelstein and Matthew Desmond. 2021. "[Association of Eviction With Adverse Birth Outcomes Among Women in Georgia, 2000 to 2016](#)," *JAMA Pediatrics* 175:5.
40. Collinson and Reed.
41. Matthew Desmond and Rachel Tolbert Kimbro. 2015. "[Eviction's Fallout: Housing, Hardship, and Health](#)," *Social Forces*.
42. Andreas Pilarinos, May Clare Kennedy, Ryan McNeil, Huiru Dong, Thomas Kerr, and Kora DeBeck. 2017. "The association between residential eviction and syringe sharing among a prospective cohort of street-involved youth," *Harm Reduction Journal* 14:1.
43. Linda M. Niccolai, Kim M. Blankinship, and Danya E. Keene. 2019. "Eviction from Renter-occupied Households and Rates of Sexually Transmitted Infections: A Country-level Ecological Analysis," *Sexually Transmitted Diseases* 46:1.
44. Mary Clare Kennedy, Thomas Kerr, Ryan McNeil, Surita Parashar, Julio Montaner, Evan Wood, and M.J. Milloy. 2017. "Residential Eviction and Risk of Detectable Plasma HIV-1 RNA Viral Load Among HIV-Positive People Who Use Drugs," *AIDS and Behavior* 21:3, 678–87.
45. Mary Clare Kennedy, Ryan McNeil, M.J. Milloy, Huiru Dong, Thomas Kerr, and Kanna Hayashi. 2017. "Residential eviction and exposure to violence among people who inject drugs in Vancouver, Canada," *The International Journal on Drug Policy* 41.
46. Pollack et al.
47. Heidi L. Allen, Erica Eliason, Naomi Zewde, and Tal Gross. 2019. "[Can Medicaid Expansion Prevent Housing Evictions?](#)" *Health Affairs* 38:9.
48. Urban Institute. "[Where Low-Income Jobs Are Being Lost to COVID-19](#)," Accessed 4 June 2021.
49. U.S. Census Bureau. 2021. "[Week 31 Household Pulse Survey: May 26–June 7: Table 2b. Confidence in Ability to Make Next Month's Payment for Renter Occupied Housing Units, by Select Characteristics](#)," Accessed 10 June 2021.
50. Emily A. Benfer, David Vlahov, Marissa Y. Long, Evan Walker-Wells, J.L. Pottenger Jr., Gregg Gonsalves, and Danya E. Keene. 2021. "[Eviction, Health Inequity, and the Spread of COVID-19: Housing Policy as a Primary Pandemic Mitigation Strategy](#)," *Journal of Urban Health* 98.
51. Interview with Emily Benfer, 10 May 2021.
52. Anjalika Nande, Justin Sheen, Emma L. Walters, Brennan Klein, Matteo Chinazzi, Andrei H. Gheorghe, Ben Adlam, Julianna Shinnick, Maria Florencia Tejada, Samuel V. Scarpino, Alessandro Vespignani, Andrew J. Greenlee, Daniel Schneider, Michael Z. Levy, and Alison L. Hill. 2021. "[The effect of eviction moratoria on the transmission of SARS-CoV-2](#)," *Nature Communications* 12.
53. Benfer et al.
54. U.S. Centers for Disease Control and Prevention. 2020. "[COVID-19 Racial and Ethnic Health Disparities: Disparities in COVID-19 Illness](#)"; U.S. Centers for Disease Control and Prevention. 2020. "[COVID-19 Racial and Ethnic Health Disparities: Disparities in COVID-](#)

- [19-Associated Hospitalizations](#)"; U.S. Centers for Disease Control and Prevention. 2020. "[COVID-19 Racial and Ethnic Health Disparities: Disparities in Deaths from COVID-19](#)."
55. Emily Benfer, Gregg Gonsalves, Danya Keene, and David Vlahov. 2021. "[Housing Policy & Health Equity During the Covid-19 Pandemic](#)," *Public Health Post*, 3 May.
 56. Lucy Block. 2021. "[220,000 Tenants on the Brink and Counting](#)," Association for Neighborhood & Housing Development, 17 March.
 57. Peter Hepburn, Renee Louis, Joe Fish, Emily Lemmerman, Anne Kat Alexander, Timothy A. Thomas, Robert Koehler, Emily Benfer, and Matthew Desmond. 2021. "U.S. Eviction Filing Patterns in 2020," *Socius: Sociological Research for a Dynamic World* 7, 1–18.
 58. Kathryn M. Leifheit, Sabriya L. Linton, Julia Raifman, Gabriel L. Schwartz, Emily A. Benfer, Frederick J. Zimmerman, and Craig Evan Pollack. 2020. "[Expiring Eviction Moratoriums and COVID-19 Incidence and Mortality](#)," *American Journal of Epidemiology*.
 59. Kay Jowers, Christopher Timmins, Nrupen Bhavsar, Qihui Hu, and Julia Marshall. 2021. "[Housing Precarity and the COVID-19 Pandemic: Impacts of Utility Disconnection and Eviction Moratoria on Infections and Deaths across US Counties](#)."
 60. Emily Benfer. 2021. "[How Policymakers \(and Courts\) Sabotaged Eviction Moratoria](#)," *The Appeal*, 2 April; Interview with Emily Benfer.
 61. U.S. Government Accountability Office. 2021. "[COVID-19 Housing Protections: Moratoriums Have Helped Limit Evictions, but Further Outreach Is Needed](#)," 6.
 62. Brent W. Ambrose, Xudong An and Luis A. Lopez. 2021. "[Eviction Risk of Rental Housing: Does It Matter How Your Landlord Finances the Property?](#)" Federal Reserve Bank of Philadelphia, 6.
 63. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. 2021. "[Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19](#)."
 64. Interview with Peter Hepburn, 7 May 2021.
 65. Aaron Shroyer. 2021. "[Tracking the Impact of the CDC Eviction Moratorium](#)," *PD&R Edge*.
 66. U.S. Government Accountability Office.
 67. Hepburn et al.
 68. Peter Hepburn and Renee Louis. 2021. "[Preliminary Analysis: Six Months of the CDC Eviction Moratorium](#)," Eviction Lab.
 69. U.S. Government Accountability Office.
 70. Kristian Hernández. 2021. "[Some States Ban Evictions After National Moratorium Ends](#)," Pew Charitable Trusts, 9 June; Cunningham, Hariharan, and Fiol.
 71. Hepburn et al., 5.
 72. National Low Income Housing Coalition. 2021. "[Frequently Asked Questions: Eligibility for Assistance Based on Immigration Status](#)."
 73. U.S. Department of Housing and Urban Development. 2021. "[Fact Sheet: Housing Provisions in the American Rescue Plan Act of 2021](#)."
 74. Interview with Emily Benfer.

75. Interview with Sophie Collyer, 7 May 2021.
76. Interview with Peter Hepburn.
77. Interview with Sophie Collyer.
78. Interview with Emily Benfer; Interview with Peter Hepburn.
79. Will Fischer. 2021. "[For Struggling Renters: Housing Vouchers for All Who Need Them](#)," Center on Budget and Policy Priorities.
80. Michelle Conlin. 2021. "'[This is not justice.](#)' Tenant activists upend U.S. eviction courts," *Reuters*, 8 February.
81. Laura Jedeed and Shane Burley. 2021. "[As an Eviction Crisis Looms, Tenant Organizing Explodes Across the Country](#)," *Truthout*, 25 January.

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From: [Mark Williams](#)
To: [Public Comments](#)
Subject: 1% solution to housing - Tenant fund
Date: Saturday, December 21, 2024 5:09:50 PM
Attachments: [241221 IB Tenant Fund.docx](#)

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it's a start.

Mark Williams



1 1% Solution to Housing Issues

2 City of Imperial Beach can create a voluntary fund to aid both tenants and landlords for Imperial Beach
3 properties.

4 The fee 1% (random number; this needs evaluation) would be charged to the tenants rent, collected by
5 the landlord forwarded to the city. This would be a separate fee, not part of the rent.

6 The fund would be used to assist displaced tenants who are only moving within the city. This fund could
7 be used for security deposits, moving expenses, utility deposits, or other related cost. The fund could
8 also be used to assist tenants with temporary housing during repairs for hotel cost and meals. The fund
9 is limited to its use only to assist, not intended to fully pay the tenants cost.

10 In cases where the property was damaged by fire, earthquakes, or flooding, an offset of the expenses
11 will be deducted from any gifts the tenants receive from nonprofits such as the Red Cross.

12 Tenants may not receive compensation if their landlord does not participate in the program or is being
13 evicted for non-payment of rent, or other issues related to not honoring the rental agreement.

14 This fund will also be used to assist landlords in covering cost associated missed rent due to evictions,
15 which can take months, property damages caused by tenants (or their friends) that exceed security
16 deposits and vandalism to private property.

17 To participate with this program the City will create a lease/rental agreement addendum that both the
18 landlord and tenants sign. A copy is retained by the city.

19 Landlords participating in the fund will forward to the city on a monthly bases, quarterly, semi-annual,
20 or annual basis as determined by the city.

21
22 I suggest a special committee be created that consist of both landlords and tenants that live in Imperial
23 Beach get together to review the applications at a minimum of a monthly basis. Each of the four council
24 members and the mayor shall choose two people, a landlord and a tenant from within their district.

25 This group of volunteers will determine the validity of each claim that is submitted after the fact and
26 how much reimbursement is warranted following specific guidelines as to the amount.

27 This helps everyone and is fair. It will also help identify the problems faced and strikes a balance.

28 It's not an immediate solution, there isn't one that is fair to everyone, however it starts the process of
29 understanding the problems faced today.

From: [Gary Brown](#)
To: [Public Comments](#)
Subject: Tenant Protections and housing
Date: Sunday, December 22, 2024 9:19:31 PM

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Guiding principle: To the maximum extent feasible protect tenants AND refrain from harming incentives for property owners and investors to repair, maintain, modernize and build housing.

1. Should there be a moratorium ?

No, IF Council adopts, in the very near future, an ordinance that sufficiently protects tenants and property rights as well as address the imminent evictions in Hawaiian Gardens and other large complexes.

Is a special meeting of City Council necessary to take action?

Yes, IF you need more time to create a satisfactory ordinance and take actions to protect tenants at Hawaiian Gardens and other complexes in the city.

You'll be the ones to define "sufficiently protect."

2. Increase relocation assistance ?

Yes, one month's rent or allowing a tenant to stay a month without paying rent is not sufficient in today's extremely tight housing market. Keep in mind:

a. Please review San Diego's ordinances to see how much they require landlords to pay tenants.

b. Many years ago The US Department of Housing & Urban Development required rental assistance payments equal to 4

years of rental payments for renters IF HUD funds were used in a project. I don't know what the requirements are today. Relocation payments were calculated on a complex formula that I've forgotten. You may want to check with HUD's local office to see the current calculations and requirements.

In any case the few months' rent required by SD or CV is a token amount in today's market.

So additional ways to help may include:

1. Provide a longer lead time for people to search for a home.

2. Require landlords to allow x% of the refurbished units, if substantial work is done, to be affordable or available at no more than y% increase in rent to low-moderate income people, with current tenants getting a first right-of-refusal. This would help a few of the existing tenants.

Just as cities require a percentage of newly built units

be "affordable," this would require a percentage of substantially renovated units be "affordable."

This also integrates affordable housing into market rate complexes.

3. Require earlier notice of intent to purchase and need to relocate or be evicted (Consistent with # 1 above);
Large corporations have spent many months if not years examining a project for financial feasibility, assembling investors and capital, working with architects, examining environmental hazards, review of building codes, making cost estimates of improvements and negotiating the purchase of the property. Given this long front-end time commitment, it may be reasonable to require the seller or purchaser to notify tenants that a sale is pending at least a month before close of escrow. This would allow more time for tenants to find a place, BUT it might also precipitate a panic among renters.

3. Tighten up the definition of "substantial rehab" beyond the state's definition.

Please use a definition similar to San Diego's or Chula Vista's rather than the state's.

The goal is to minimize the necessity to move or maximize the amount of work to be done before a no fault eviction is allowed.

4. Vacant units

Someone mentioned a high number of vacant units in the city. Coronadao has a high percentage of second homes that aren't used for much of the year. A Canadian city places a higher

property tax on homes that aren't inhabited for x months per year. This might encourage people to rent out their properties or sell them. There could also be a higher tax or fee on vacant "unfit" dwellings to incentivize owners to rehab or sell them.

5. Notice of legal assistance

Please consider requiring owners to inform tenants about organizations designed to provide legal assistance.

For example: Require landlords to inform tenants about the available help from the Legal Aid Society of San Diego when landlords issue a notice to vacate property. (The City of IB could create a list of law firms that are interested in helping tenants and require the list to be attached to the notice of vacation.)

6. Legal Assistance

I think the City of Vista contracts with a group that provides legal assistance to renters.

7. Regs not to be applied to "mom & pop" operations

Most or all of the above ideas are made for investors in "large" properties or apartment complexes.

How might mom & pop operations be defined in an easily applied, workable way?

Ownership within what area? Perhaps the number of units managed or owned within just IB or a wider jurisdiction such as SD County or within a certain radius of IB?

Define by number of units or value of assets?

Should it be defined as owning or managing properties that in total exceed \$xyz in assessed value?

What is sufficient evidence to be defined as a small investor?

Will a statement or attestation from owners be acceptable evidence ?

How to define "owner" when corporate bodies create different LLCs that are different assemblies of investors ?

A large complex could be defined as anything equal to or greater than XY units. Mom & pop operations could be defined as anything less than XY units in a complex, but this has the fallacy of allowing a property owner with many times XY units, perhaps all duplexes or single family units, to be called a mom & pop operation. For example, one of IB's major property owners has a large number of single family units that he's bought and rehabbed over his lifetime. Should he be considered a mom & pop operation? He's a very hard worker, has restored many houses, but would he work his way through many regulations?

After much frustration, I think the rules/regulations you create should be applied to large apartment complexes. Large could be anything greater than X units, (8?).

The rules would not apply to any complex containing less than X units or any owner who may own many more than X units, but they aren't in a complex, one piece of property, that contains X or more units.

Please see how SD and CV have designed their regs and to whom they are applied.

8. Counseling and referrals

Should a city provide or arrange for counseling services to housing and even homeless shelters if nothing can be found?

9.EVICTIONS:

Landlords expressed frustration with the "bad apple" tenants.

State laws seem to be affecting their abilities to evict and re-rent their properties.

Can cities assist in clearing these hurdles when bad apple tenants are encountered?

10. COSTS OF PROPERTY MAINTENANCE:

Does IB have remaining redevelopment or covid funds that could help repair units available to low-moderate-income people?

What long term agreements could be struck to ensure units would stay available to low-mod income people for X years?

Could property owners receive a property tax break for X years if they substantially rehabbed units and kept rents affordable for Y years? What would the fiscal impact be on the city?

IB should work with other cities and Cal Cities to bring back a redevelopment program under

state law.

11. HOUSING PRODUCTION:

Should emphasize a regional approach, not just in IB. IB by itself is too small to affect housing within our region. Can SANDAG help?

Is IB's processing of new construction and substantial rehab as efficient as possible? Is it fast and accurate ?

Are development and permitting fees reasonable and comparable with other similar cities? Some cities have used consultants to examine their processes.

Could there be a regional approach to develop an AI system that would analyze and streamline each city's processing?

Could developers pay up-front fees over several years after a project is operational? (The developer who spoke at Saturday's meeting told me he had almost \$500,000 in up-front costs for just 4 homes- not in IB. Not all of it was city fees, but much of it was.) Perhaps the fees could be added to property taxes over several years.

Should IB, working with other cities, persuade the Coastal Commission, the Port, and the Navy to see housing production as an important piece of their missions? (It's frustrating for one state agency to urge cities to get housing built while other state agencies don't see it as their mission to help housing.)

What other institutions have lands that could be used for housing? Native American properties? School districts? Water districts? Cities and the County?

Is IB willing to allow higher building heights and greater densities if developers agree to build affordable units ? Workforce housing?

What is IB doing to encourage ADUs and compliance with state laws to develop affordable housing?

Will IB continue its work with Cal Cities to encourage the state to provide long term funding for homelessness and housing?

BRING BACK REDEVELOPMENT

FEASIBILITY

You have an excellent staff. Please ask them to review the feasibility and practicality of ideas. Can ideas be executed with minimum costs and efforts?

FOLLOW-UP

Whatever you decide, this will not be the last time you'll address housing. Today's solutions will not be final. This is a long term effort.

Whatever you decide, please set up a system of routine monitoring and evaluation to measure achievements, what's going well and not-so-well. Perhaps you will create a housing advisory group with representatives of the many stakeholders. This will allow you to adjust as conditions change.

THANK YOU !

And finally, thank you for your courage, persistence, and tenacity to even attempt to address such a complex topic.

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From: [Gary Brown](#)
To: [Public Comments](#)
Subject: Chapter 9.65 CVMC, Residential Tenant Protection
Date: Monday, December 23, 2024 9:07:05 AM

CAUTION: This email is from an External source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

In my previous email I raised questions about defining ownership, tenants, an apartment complex, applicability of the law and other things.

I should have read the Chula Vista before starting my email. It resolves many questions.

<https://chulavista.municipal.codes/CVMC/9.65>

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From: [Gary Brown](#)
To: [Public Comments](#)
Subject: Tenant Protections and Housing
Date: Monday, December 23, 2024 9:28:21 AM

CAUTION: This email is from an External source. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

In my previous email I raised questions about defining ownership, tenants, an apartment complex, applicability of the law and other things.
I should have read the Chula Vista before starting my email. It resolves many questions.

<https://chulavista.municipal.codes/CVMC/9.65>

During public hearings there was the idea of applying the regulations to the big guy corporations and not to the mom & pop operations. I think section 9.65.040 "Residential tenancies not subject to this chapter" tries to do this in a better way than defining the applicability by simply number of units.

I hope the ordinance will help in your deliberations.

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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 3582, passed November 12, 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.](#)

From: [Paula Hall](#)
To: [Public Comments](#)
Subject: Tenant protections
Date: Monday, December 23, 2024 12:06:07 PM

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CAUTION: This email is from an External source. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Honorable Mayor Aguirre and Councilmembers,

Thank you for holding public outreach meetings regarding tenant protections. Thank you for allowing public comment via email as I am not able to attend most in-person meetings. I have lived in I.B. for 35+ years in district 2 and am fortunate to be a homeowner. My husband and I raised our children here. My children would love to live in I.B. and raise their kids here but they can't afford it. They are renters. My neighborhood has been mostly rentals for years. The impact of high rents affects all of us, young adults and young families struggle to stay here which increases instability for our schools and for the various leisure activities offered to all age groups. It harms the stability of our city, its neighborhoods and our people. We can't bond with each other because there is too much transition. In 2013, I rented a townhome across from the Estuary on Palm and 3rd. It was high rent then at \$1,600 a month. The amenities offered in their literature were not kept up. The swimming pools were out of order, the main sewage pipe in front of my door overflowed (and it took several days for management to fix), and the supposed fitness center's equipment were not functioning. Before the year was out I received notice that the rent would increase to \$2,200 a month. I was lucky because I moved back to our home and did not have to shoulder the burden of rising housing costs/ Most renters do not have that choice.

Please do something to protect our future. In order to thrive and have a future, our community needs it's young families, it's youth and it's diversity.

Thank you again for considering this input along with all the others.

Respectfully,
Paula Hall

Ad Hoc on Just Cause Regulations Meeting Summary Notes

At the December 4, 2024 Council meeting, the City Council had a general discussion of just cause evictions and formed a limited term, limited purpose ad hoc committee of Mayor Aguirre and Councilmember Fisher to further explore the topic along with obtaining public input through outreach meetings. Since then, the ad hoc has met several times and also held public outreach meetings on December 16, 2024 and December 21, 2024.

December 16, 2024 - City Council Chambers at 6:00 p.m.

Attendance: Mayor Aguirre, Councilmember Fisher, City Clerk Kelly, CAO Cortez-Martinez, City Manager Foltz, Community Development Director Openshaw, Housing Manager Rolfe, and City Attorney Lyon

- Staff provided a general overview on state law tenant protections, regional ordinances and local application
- In summary, the following verbal public comments were received:
 1. Family has been in IB for 60 years and have rental properties; more difficult to manage properties in IB with restrictions on landlords; repairs are expensive and restrictions on landlords make it more difficult. Putting more restrictions on landlords is burdensome; What is needed is more housing. Substantial improvements need to be made, or else the old housing stock will remain.
 2. Parents are landlords; keep 20% of money aside for remodeling/repairs; tangible changes happening now with 100 being displaced. Chula Vista has the strongest protections; asked for a ban on substantial remodels, it is not something that is groundbreaking because it has been done before.
 3. State law is enough; Complained about the amount of time it takes to work with contractors which can take more than 30 days; Concern is additional expenses in state law is going to restrict when renters have been there many years; Pursuing a moratorium will give people false hope when they received legal eviction notices; He questioned if people are getting false hope when they have a legal eviction notice. A moratorium will extend wear and tear on housing units and it costs money.
 4. This will stifle growth in IB; yet the City has prospered. It costs more to live in IB; If they can't improve properties, then there will be sub-housing; He questioned if we want investors or to stifle people.
 5. What the City enacts would affect the whole city and have unintended consequences; It will be more difficult for the smaller landlords; The more regulations there are the more difficult it is for the smaller landlords so they would sell to larger investors.
 6. Legal issues with tenants and it costs a lot to get people out; Tenants are difficult so they cannot sell their house. Small people who rent out their homes have difficulty with insurance, structural assessments, etc.; There are things that can happen that you don't know will happen like assessments. Be mindful of the effects of restrictions.
 7. Need to get eviction attorneys to show up; Landlords don't get help like tenants do; Protecting people who are damaging the properties, double standards; Concerned about people who are boarders that won't and also concerned about squatters who won't leave; Need protections that removes squatters, make squatting a criminal act.

8. Expressed concern about large companies buying apartment complexes; Not talking about individual owners, concerned about companies like Blackstone buying mass complexes and driving up the cost of rent.
9. Supported stronger protections against no-fault evictions. Asked for support with stronger tenant protections.
10. There was extensive work in passing SB 567. Hawaiian Gardens is similar to what is happening in the County, choosing profit over people; There is no consideration to the most vulnerable amongst us; Need stronger protections for tenants and put an end to remodel evictions; After remodels, move the tenants back in for the same rent or no more than 5%.
11. Doesn't like when renters are depicted as a hindrance to the growth. The only areas available are the areas that are neglected.
12. Small property owner; More housing is needed. Supply vs. Demand. If there are more rental units then the price will come down due to competition. More restrictions will make it difficult for the smaller landlords.
13. Manage property management company for family in IB since the 1950's; they do it with a lot of pride and have people on Section 8 that are currently are housing; have single moms as tenants; provide affordable and even below market rent because of compassion; don't need government to tell us to do things anything beyond the current state law; that would be really be tying our hands further as landlords here in Imperial Beach; we are not the city of San Diego we are not the city of Chula Vista we're not LA; city of Imperial Beach has the smallest budget in San Diego County as a city so anything that stifles further growth within our community and discourages investment within our communities will hit the city's bottom line; we don't have our own Police Department; we don't have our own library system; we have a lot of areas where the community can continue to grow so I just encourage the city to be mindful in all different areas when taking on areas to kind of cycle growth in our community.
14. Spoke about the need to protect people who live in IB.
15. Rent is not that high; owners have to pay mortgage and taxes.
16. Adding more rules on housing usually has the opposite effect; Rising costs leads to further deterioration; adding yet more rules and regulations on housing usually has the opposite intended effect causing cost and delays to needed increase in building or preserving have affordable units rising costs discourage new projects from being initiated resulting in reduced housing available and ironically driving up prices for everyone else limiting profitability incentives for maintaining or enhancing existing housing will lead to further deterioration and rather than preserving affordable housing the ordinance will diminish it
17. Already have CA rules do not add more.
18. The problem now is the no-fault evictions.
19. Business owners fail because they lack funding; 3rd the major corporations buying up properties; 4th rental agencies that use AI for price fixing helps major corporations charge for rentals; stagger a policy: 90-days as an initial timeframe to find a new home; small business owners do tend to have good tenants; stability will increase spending to local economy.
20. Seems like a boxing match; Rules are rules; If we have rules by the government and want to change it, do we just say yes? How does that work? Our words count too. We have to save money, and we don't come to you for loans.

21. Challenged the notion of a corporate landlord; A common business in CA real-estate is syndication; Individuals who don't have the money, investors pool their money and buy the buildings; Sometimes they are owned by regular middle class common people; He understands that not all corporate landlords are created equally.
22. Corporate landlords rely on investors; They have no personal interest of their tenants; Local landlords have always been good; F&F properties is based in La Jolla- Boutique Property.

December 21, 2024 - Imperial Beach County Library at 11:00 a.m.

Attendance: Mayor Aguirre, Councilmember Fisher, City Clerk Kelly, CAO Cortez-Martinez, City Manager Foltz, Housing Manager Rolfe, and City Attorney Lyon

- Staff provided a general overview on state law tenant protections, regional ordinances and local application
- In summary, the following verbal public comments were received:
 1. Questioned where the economic incentive is for buying property; Big corporations can deal with small margins and will not hesitate to sue; Increases in rent and protections are important, but what about incentives for local people?
 2. Wants remodeling but would like to be able to come back; the increase should only be the legal amount of 10%; In a fight with F&F.
 3. Not all landlords are big companies. There are those that are small that cannot have the city dictate on them additional requirements; We are going downhill; Small landlord would be 4 or 5 units.
 4. Was a renter before so he understands the situation. He made the following suggestions: The pressure on pricing is from the military. This community is affected by the military bases and we have to have affordable housing. He said the city should engage with housing on the bases. Coronado was able to include the base housing in their RHNA numbers. Also, several landlords have said that they will only rent to military. The rank of E-1 receives \$2,148 per soldier (for one person). For 2 soldiers it is \$5,400. He submitted a sheet of Navy rental rates for the record.
 5. Reviewed the 5 stages of a developer/landlord: Enthusiasm, Concern, Panic, Find the guilty, Punish the innocent. Need to keep it to stage 2 to survive and make it. Rather than have a dispute over City policies and practices that exacerbate the housing challenges, reduce fees, initiate housing, and increase housing. He submitted information on arguments against increasing notice periods and imposing additional rent control measures for the record.
 6. Offers cheap rooms in his home; Now he has a squatter that will not leave; New renters will not rent from him; He is the innocent one being penalized; Tenant protections are hurting him; There needs to be discernment about the situation.
 7. Will become homeless; needs help with F&F; and can't afford to pay \$2,000 because she is on SSI.
 8. Not trying to hurt the pockets of the landlords; At a cross roads where it is fully for tenants to be able to get their way or the landlords; Why is it that companies like F&F can up the charges; Why can't there be a middle ground where they can have a sustainable business and tenants can have the opportunity to not spend 75% of their checks on rent; A line has been drawn in the sand, why?

9. Look at the age of the housing stock; Look at the law – State law allows for substantial remodels, not cosmetic; Someone has the right to do that under state law; Chula Vista found out that one complex was that substantial remodel; Do you want people to renovate properties in IB; State law also has the first right of return, that is allowed; With remodeling the rent would be higher; Need alternate housing in the region; If a landlord does the steps, what things in state law do you want examined.
10. Family is spending most of their pay on rent; They will not have time to find new rental before eviction.
11. For private property rights; There are already state laws that protect tenants; Conduct an audit of COVID funds for affordable housing.
12. There are 2 separate issues: Owners achieved the American dream, Property ownership value has tripled in the last 12 years; No fault evictions is a separate issue; It is not new; A proven method being adopted throughout the state of California; Over 70% in IB are renters; This side should be considered.
13. Investor, owns and manages property; Owners are mom and pop - 3 units at max; Elderly people that have over time invested into property and it is their source of income; He wished there was an incentive for first time home buyers; State law currently is more than adequate for restrictions to put on landlords; He feels badly for those at Hawaiian Gardens; Would like to keep his property up; Would not like to live next door to a property with a slum lord; Scrap the idea of an overall moratorium.
14. It doesn't matter what the landlords want because you already sided with the tenants; Leave the rules the way they are; Mayor supports tenants not the landlords.
15. Understands the tenant's situation; he complained about the efforts it takes to repair property; There are real costs; Will not make a profit; Money only counts the day you sell the property; The only thing that changed is response days; There are no protections for owners; Does not want delays with government interference; It will create vacancies.
16. It is a business and a difficult business; Further restrictions causes further difficulties, Need fairness; He still has a handful of tenants that still owes \$20,000 to \$30,000 in rent; Evicting them will not get the money and it will be lost revenue; He is working with the tenants but these added burdens will be difficult; The costs will be passed on to the tenants, that is why it is called income property; Need to be able to put money back in to the properties. He submitted information on arguments against increasing notice periods and imposing additional rent control measures for the record.
17. Not against small family owned properties; She is against big corporations; Not all tenants are bad.
18. Acting for the better of the community; Protect them from mass evictions; Be fair to mom and pop landlords and tenants.
19. Complained that Hawaiian Gardens was renovated 2 years ago and they are renovating again; Do what is good for the community Find a solution that helps the small landlords and the tenants; Opposed to large landlords.
20. Take away incentives of big corporations that they can evict everyone due to renovations; Why can't they put the tenants up somewhere else?; Move tenants into vacant units during remodeling; Disincentive the large landlords; There is no right to housing in this country; A lawsuit is not good enough reason; Profits over people.
21. Hawaiian Gardens did everything they were supposed to do; if you stop them, they will sue City; The City would never go to a business and tell them what to charge or tell them that they have to give something for free; It is not the new owners' fault; Moving the goal

post is not fair; Only a small percentage of the people rent from large owners; Most renters rent from small landlords; Why would you enact rules for a small percentage?; She owns 20 units.

22. Those that bought land and those that rent here, moved into the poorest city in the state; Comparing to IB is not right; Don't compare IB to other cities that are wealth; We are at risk; We are the only city where 4 can break the bank of the city.
23. Work with each other; Need to have tenant protections; Find the greatest good for the people; Review laws
24. Increase housing for others; Renters only have to give 30-days' notice to leave; There isn't equality; In a boxing match.
25. The fight is with the corporation.
26. Believes there should be a difference between landlords with 5 properties and 20, a different standard should apply depending on number of units. She continued on stating that one landlord purchasing 100 units should be held to a different standard than a landlord with one or a few properties.
27. Spoke about the impacts evictions have on people. He submitted information on eviction assistance for the record.

January 15, 2025

ITEM TITLE: PRESENTATION AND FINANCIAL REPORT BY THE IMPERIAL BEACH CHAMBER OF COMMERCE FOR THE 2024 MILITARY APPRECIATION VETERANS DAY EVENT. (1040-10)

ORIGINATING DEPARTMENT:

Parks & Recreation

EXECUTIVE SUMMARY:

On November 6, 2024, the City Council approved a special event application for the 2024 Imperial Military Appreciation Veterans Day event that took place on November 11, 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 November 6, 2024, the City Council approved a special event application for the 2024 Imperial Military Appreciation Veterans Day event that took place on November 11, 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. 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 PowerPoint presentation of the event, which includes the financial report, is attached.

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 November 6, 2024 in the amount of \$1,919.00. 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 PowerPoint presentation with Financial Report

2024 MILITARY APPRECIATION DAY MONDAY, NOVEMBER 11, 2024

PRESENTED BY THE IMPERIAL BEACH CHAMBER OF COMMERCE IN
CONJUNCTION WITH:

AMERICAN LEGION

VFW

FLEET RESERVE

City Council Meeting

January 15, 2025

Item # 11.a

Attachment 1





INFORMATION

- NUMBER OF ATTENDEES:
APPROXIMATELY 250

- ESTIMATED RESIDENTS:
APPROXIMATELY 250

- BENEFITS TO THE COMMUNITY:
BROUGHT PEOPLE DOWN TO THE
BEACH TO ENJOY THE BUSINESSES
LOCATED ON SEACOAST

COST ASSOCIATED WITH Military Appreciation Day

MILITARY APPRECIATION DAY COST 2024		
EVENT	COST	COMPANY
FENCING	0	DONATION FROM ALL AROUND FENCING
TABLES	0	DONATION FROM YE OLDE PLANK INN
CITY PERMIT	782	CITY PERMIT
SECURITY	255	SOLACE SECURITY
CITY PERMIT	193.7	ADDITIONAL FEE
LIQUOR LICENSE	75	ABC
INSURANCE	752	PURCHASED THOUGH THE CITY
BEER COST	0	DONATION FROM PLANK - AB - STONE
LABOR	0	VOLUNTEERS
SUPPLIES	0	DONATIONS FROM VARIOUS SOURCES
ICE	0	DONATIONS FROM PLANK - VFW
FOOD	0	DONATIONS FROM EL TAPATIO
FIRE INSPECTION	100	CITY
MUSIC	500	JEOFF GOFF BAND
	\$2,657.70	
FUNDS		
COWABUNGA	300	
FRANK MARTIN	300	
BEER SALES	800	
	1400	
	-2657.7	
	1400	
	-1257.7	



QUESTIONS?

I'm here to answer any questions!

Thank you

Martin R. Mattes

Imperial Beach Chamber of Commerce

martin@yeoldeplankinn.com

619-392-9811

January 15, 2025

ITEM TITLE: PRESENTATION AND FINANCIAL REPORT BY THE YE OLDE PLANK INN FOR THE 2024 WINTER COMES TO THE BEACH EVENT. (1040-10)

ORIGINATING DEPARTMENT:

Parks & Recreation

EXECUTIVE SUMMARY:

On October 2, 2024, the City Council approved a special event application for the 2024 Winter Comes to the Beach event hosted by the Ye Olde Plank Inn that took place on December 7, 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 October 2, 2024, the City Council approved a special event application for the 2024 Winter Comes to the Beach event hosted by the Ye Olde Plank Inn that took place on December 7, 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. 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 PowerPoint presentation for the event, including the financial report, is attached.

ENVIRONMENTAL DETERMINATION:

Not a project as defined by CEQA.

FISCAL IMPACT:

This event required special event fees including staff fees for staff to be onsite for inspections, during event setup, and before the event began. City staff would also be required, and fees charged to event applicant for the setup and strike of street closure for the event. The fees are paid directly by the event producer prior to the event and a special event permit being issued. Any related cost including staff cost not billed before the event are invoiced after the event as a "cost

recovery” based on actual additional staff time occurred during the event. The applicant has paid these fees in full.

ATTACHMENTS:

ATT1 PowerPoint presentation with Financial Report

WINTER COMES TO THE BEACH 2024

City Council Meeting
January 15, 2025
Item # 11.b

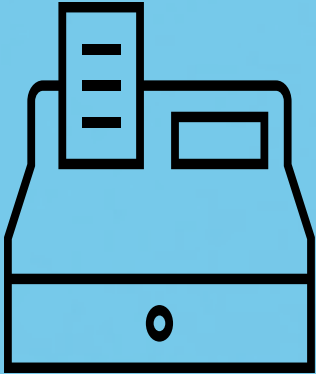


INFORMATION

- Attendance: 734
- Estimated Local Attendance: 500
- Benefits to the Community:
 - Brought 700 plus people to the beach
 - Local businesses saw a significant uptick in business that day (Per conversations)
- Normal Day Revenue for the Plank 24, Inc on a Saturday is \$8000 a day, brought in \$13350 that day. After added expenses, made a profit of \$2407.44 which we gave to Plank Employees for Christmas Bonus
- Positive reviews and minimum complaints.
- Event ended up at 6:00 PM, everything was cleaned up by 7:00 PM.
- IBAC assisted and made the event fun!

COST OF PLANK SUMMER KICK-OFF PARTY/CHANGING OF THE GUARD

WINTER COMES TO THE BEACH 2024			
EVENT	COST	COMPANY	PAID
FENCING	900	ALL AROUND FENCE	PAID
PORTA POTTY	282.56	DIAMOND ENVIRONMENTAL	PAID
TABLES	650	LARA RENTALS	PAID
CITY PERMIT	2183	CITY PERMIT	PAID
SECURITY	800	CITY WIDE SECURITY	PAID
LIQUOR LICENSE	75	ABC	PAID
ALCOHOL COST	2185	CREST/AB/SOUTHERN/RNDC	PAID
LABOR COST	1680	PAID OUT OF PAYROLL	PAID
SUPPLIES	750	HAD SOME FROM LAST PARTY	PAID
MUSIC	800	IMPERIAL BEACH MUSIC COLLECTIVE	PAID
INSURANCE	464	PAID TO THE CITY	PAID
FIRE INSPECTION	173	PAID TO THE CITY	
	\$10,942.56		
	13350	TOTAL FROM THE DAY SALES	
	-10942.56	COST OF GOODS	
	Page 212 of 214	OVERALL PROFIT	





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Thank you

Martin R. Mattes

PLANK 24, INC

DbA YE OLDE PLANK INN

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619-392-9811