



CITY OF HUNTINGTON BEACH  
SUPPLEMENTAL COMMUNICATION  
Joan L. Flynn, City Clerk  
Office of the City Clerk

TO: Honorable Mayor and City Council  
FROM: Joan L. Flynn, City Clerk   
DATE: November 21, 2011  
SUBJECT: **SUPPLEMENTAL COMMUNICATION TO THE CITY COUNCIL FOR THE  
NOVEMBER 21, 2011, REGULAR CITY COUNCIL/RDA/PFA MEETING**

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Attached is the Supplemental Communication to the City Council (received after distribution of the Agenda Packet):

**Study Session**

PowerPoint communication received from Travis Hopkins, Director of Public Works, entitled *Atlanta Avenue Widening Project – Relocation Plan*.

**Consent**

- #4. Communication received from Tim Geddes, dated November 21, 2011 requesting a postponement of the item.
- #4. Communication received from Mary Jo Baretich, dated November 21, 2011 requesting a postponement of the item.
- #10. Communication received from Michele Carr, Director of Human Resources, dated November 21, 2011, entitled *Replacement Side Letter for the Municipal Employees' Association (MEA)*.
- #11. Communication received from Michele Carr, Director of Human Resources, dated November 21, 2011, entitled *Replacement Side Letter for the Municipal Employees' Association (MEA)*.
- #13. Communication received from Kenneth W. Small, Chief of Police, dated November 21, 2011, submitting a revised version of Ordinance No. 3926.

**Public Hearing**

- #15. Communication submitted by Karen Jackle, Past President of Huntington Beach Tomorrow, dated November 17, 2011.
- #15. Two communications submitted by Robert K Sternberg regarding Development Agreement No. 2008-001.

# ATLANTA AVENUE WIDENING PROJECT

RELOCATION PLAN

# Existing Conditions



# Proposed Improvements



**ATLANTA AVENUE**

**PACIFIC MOBILE HOME PARK**

**HUNTINGTON ST.**

**DELAWARE ST.**

101

102

201

301

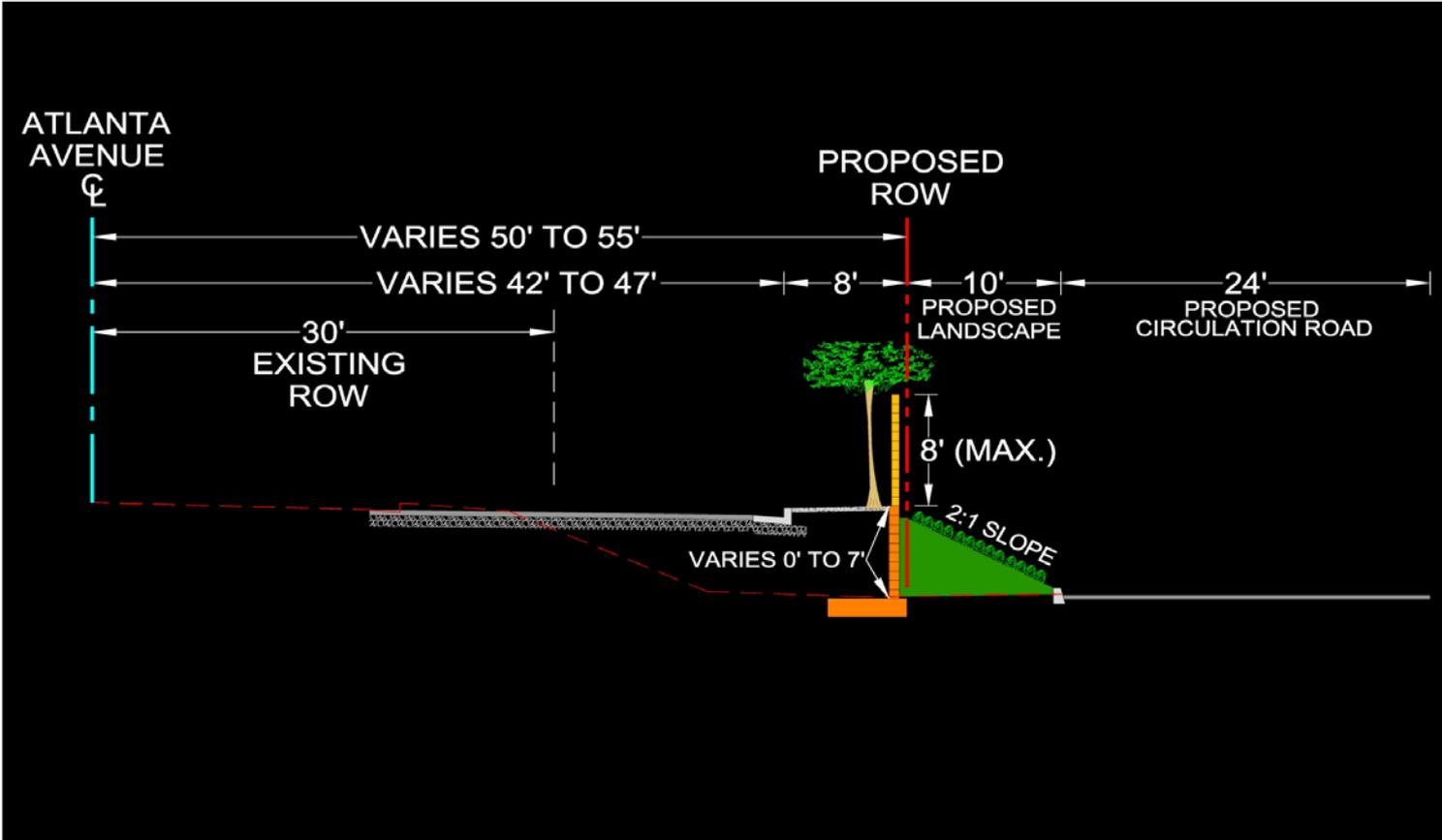
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401

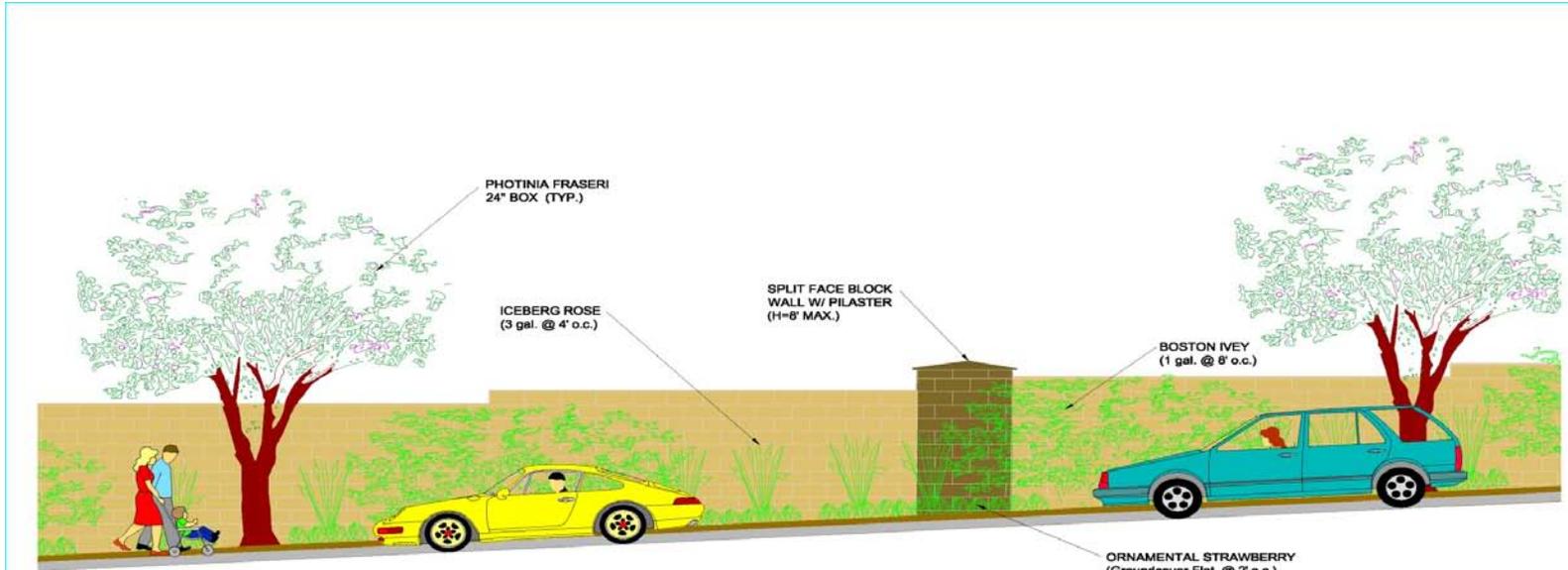
501

502

# Proposed Cross-Section



# Conceptual Elevation View



CONCEPTUAL VIEW FROM STREET  
(LOOKING SOUTHERLY FROM ATLANTA AVENUE)

ATLANTA AVENUE WIDENING

C.C. No. 1319

<p>Underground Service Alert Call: TOLL FREE 1-800-422-4133 TWO WORKING DAYS BEFORE YOU DIG</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> <th>APPROVED</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	DESCRIPTION	APPROVED						<p>REFERENCES</p>	<p>DESIGNED BY: DATE: CITY ENGINEER, HUNTING BEACH P.E. R.C.C. NO. 038714</p>	<p>PREPARED UNDER THE SUPERVISION OF: DEPARTMENT OF PUBLIC WORKS R.C.C. NO. DATE: APPROVED BY:</p>	<p>CITY OF HUNTINGTON BEACH DEPARTMENT OF PUBLIC WORKS</p>	<p>CONCEPTUAL ELEVATION VIEW ATLANTA AVENUE WIDENING (HUNTINGTON ST. - DELAWARE ST.)</p> <p>SHEET NO. 1 OF 2</p>
NO.	DATE	BY	DESCRIPTION	APPROVED												

# Project History

DATE	PROJECT MILESTONE
May 2005	OCTA approved Master Plan of Arterial Highways (MPAH) grant funds for the proposed Atlanta Avenue Widening Project
September 2008	Preliminary Engineering (PE) phase \$137,900 in total PE funds authorized by Caltrans 50% Federal - 50% City matching funds
November 2010 January 2011	Caltrans issued federal NEPA environmental approval City Council approved MND 09-001 for CEQA compliance
May 2011	Right-of-Way (ROW) phase \$3.1M in total ROW funds authorized by Caltrans Approx. 50/50 split between Federal and City matching funds
September 2011	City Council approved the Capital Improvement Program which appropriated \$3.1M in funding for the Right-of-Way phase
FY 2013/14	Construction (CON) funding tentatively programmed by OCTA \$1.1M in total CON funds 50% State – 50% City matching funds

# Relocation Plan: Need & Purpose

## □ **NEED**

- ▣ Required by the federal Uniform Relocation Act
- ▣ Environmental mitigation measure required by CEQA

## □ **PURPOSE**

- ▣ The Relocation Plan's purpose is to assess the needs and characteristics of the displacees and describe the City's program to provide assistance to each of the eight mobile home households that would be directly affected by the proposed street widening project.

# Relocation Plan: Major Elements

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- **Assessment of Relocation Needs**
- **Relocation Resources**
- **Relocation Benefits**

# Assessment of Relocation Needs

- **Personal interviews conducted by OPC to determine:**
  - Household size and composition
  - Income
  - Monthly rent
  - Length of occupancy
  - Ethnicity
  - Home language
  - Physical disabilities
  - Legal status in the U.S.
  - Replacement housing preferences

# Assessment of Relocation Needs

## □ **Current Occupants**

- 8 households with 14 adults and 2 children

## □ **Replacement Housing Needs**

- (2) one-bedroom, (5) two-bedroom, and (1) four-bedroom

## □ **Income**

- 4 Very Low Income (31% - 50% of area median income)
- 1 Moderate Income (81% - 120% of area median income)
- 1 Above Moderate Income (>120% of area median income)
- 2 Declined to respond

# Assessment of Relocation Needs

## □ **Ethnicity/Language**

- 7 reported “White” ethnicity; 1 reported “Mixed”
- 8 reported English as preferred language

## □ **Senior/Handicapped Households**

- 3 households have senior members (62 years or older)
- 2 households reported members with disabilities

## □ **Preferred Relocation Areas**

- 7 households expressed a preference to remain in Huntington Beach, if not Pacific Mobile Home Park itself
- 1 household has relocated to Northern California

# Relocation Resources

- **Replacement Housing Availability**
  - Surveyed all comparable mobile homes for sale within Huntington Beach and surrounding communities

TABLE 3: Availability and Cost of Replacement Housing For Sale

BEDROOM SIZE	ONE	TWO	FOUR
# Found (# needed)	12 (2)	53 (5)	8 (1)
List Price Range	\$17,000 - \$48,000	\$18,900 - \$120,000	\$49,999 - \$147,500
Median Price	\$37,500	\$51,000	\$79,000

# Relocation Benefits

- **Purchase Price Differential:** difference between price paid for displacement home and cost of comparable replacement home (if higher)
- **Residential Moving Expense:** actual (professional mover and related expenses) or fixed (based on room count)
- **Rental Assistance Payment:** difference between existing rent/utilities and comparable rent/utilities multiplied by 42 months
- **Incidental Expenses:** non-recurring escrow costs (i.e., credit reports, appraisal fees, loan processing/recording fees, etc.)
- **Advisory Assistance:** address relocation needs and preferences of each person to be displaced

# Relocation Benefits

- **Estimated Relocation Cost is \$240,000**
  - ▣ Includes relocation-related payments + 10% contingency
  - ▣ Based on displaced owners selling current mobile homes and purchasing replacement dwellings
  - ▣ Does NOT include payments related to land acquisition or the acquisition of the mobile homes

# Public Outreach & Next Steps

- The draft Relocation Plan was posted and distributed on September 8, 2011 for a 30-day public review period.
- Public comments and responses are included as Exhibit E in the Relocation Plan.
- Final Relocation Plan is on tonight's City Council meeting agenda for approval.
- If the Relocation Plan is approved, staff will proceed with appraisal and negotiations with both the park owner and the mobile home coach owners.

# Projected Schedule

PROCESS	TIMELINE	NOTES
RE appraisal/review/approval (6 weeks)	Nov 2011 – Jan 2012	
Offers presented (1 week)	Jan 10 – 16, 2012	
Negotiations (8 weeks)	Jan 10 – Mar 11, 2012	Collect documentation/present Notices of Eligibility to mobile home residents
Offers not accepted/Resolution of Necessity (4 weeks)	April 9, 2012	Relocation assistance continues for affected residents
File complaint/document services (4 weeks)	May 7, 2012	90-Day Informational Vacate Notice issued to residents
Hearing for Order of Possession (5 months)	Oct 1, 2012	Date specific vacate notice issued to residents
Possession of site/site clearance (30 days) With hardship (10 weeks)	Nov 4, 2012 Dec 30, 2012	Finalize relocation claims and assistance for resident relocations
Construction funds authorized by Caltrans	Jan 2013 – July 2013	
Project construction and utility relocation	Jan 2014 – Dec 2014	

**Comments or Questions?**

**Esparza, Patty**

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**From:** Stephenson, Johanna  
**Sent:** Monday, November 21, 2011 2:19 PM  
**To:** City Clerk Agenda  
**Subject:** FW: Council Agenda Item #4

Johanna Stephenson | Executive Assistant | City of Huntington Beach | O: 714.536.5575 | johanna.stephenson@surfcity-hb.org

**SUPPLEMENTAL  
COMMUNICATION**

**From:** Tim Geddes [mailto:timgeddes3@gmail.com]  
**Sent:** Monday, November 21, 2011 1:33 PM  
**To:** CITY COUNCIL  
**Cc:** Mary Jo Baretich  
**Subject:** Council Agenda Item #4

Meeting Date: 11/21/2011  
Agenda Item No. 4

Dear City Council Members,

I am requesting that you pull and postpone Item #4 (the Atlanta Avenue Street Widening Project Relocation Plan and Grievance Procedures) from tonight's Consent Calendar for several reasons.

I first believe that there has been inadequate public discussion of the Relocation options afforded the displaced mobile home owners. It is important that ALL mobile home owners have input into this process since it may provide precedents for the handling of mobile home relocation issues in the future.

Second, I believe the data provided by the consultant (Overland, Pacific & Cutler, Inc., an out-of-town outfit) does not accurately reflect the mobile home relocation picture unique to Huntington Beach. While it correctly states that the value of the mobile home is inverse to its space rent, it does not take into consideration the current policy of some mobile home park owners of rapaciously increasing space rent in an arbitrary manner that would leave incoming displaced mobile home owners totally unprotected against enjoying their previous quality of life and their previous economic security. Because of the uncertain space rent policies prevailing in Huntington Beach, there can be no guarantee of ANY of the property values of available mobile homes currently for sale in the city. The consultant data referred to values of mobile homes currently on the market, but it does not (and cannot) establish values with the important component of space rent in an unstabilized state. The only way a currently displaced mobile home resident would be equitably relocated to another mobile home park in the city would be if the resident received an iron-clad lease of some adequate duration insuring that they would not be subjected to the current practice of space rent spiking that has ruined the current mobile home market in Huntington Beach.

As we have seen in the Huntington Shorecliffs Mobile Home Park and elsewhere in the city, dozens of home owners have been forced out of their manufactured housing by space rents that have escalated beyond the ability of many to afford. This, while mobile home parks, by all accounts, have remained highly profitable investments providing an excellent rate of return for park owners. Council members must be reminded that the vast majority of mobile home parks in the city have had their land costs paid off for many years. Increases in space rents that follow reasonable formulas (tied to indices such as the Consumer Price Index or the rate of inflation), and that can be anticipated by mobile home owners, are, of course, fair and necessary for park owners to maintain their investments. Such reasonable practices help stabilize mobile home values (and pricing) and preserve the economic viability of this form of housing stock in the city.

**It is the uncertainty created by current space rent abuses that prevents displaced residents from Pacific Mobile Home Park from considering certain mobile home parks in which to relocate. It is also this uncertainty that prevents the City from accurately ascertaining the true value of any mobile home on the market (given the inverse relationship of value to space rent alluded to by the consultant).**

**This uncertainty also affects the Grievance Procedures outlined by the consultants. ALL displaced mobile home residents would have just grievances against the City if their future investment in any other local mobile home park was not protected from the predatory space rent policies of park owners who may promise one thing and do another as soon as they can get away with it. The majority of the displaced home owners from Pacific MHP have indicated a desire to remain in the area (to be near work, relatives, friends, medical, educational, and worship opportunities, and to be part of the community they have enjoyed for many years). This necessitates the City coming up with a Relocation Plan that adequately addresses all of the concerns and rights that home owners relocated against their will should have in recovering from this forced displacement.**

**Clearly, the Relocation Plan and Grievance Procedures being proposed tonight do not adequately anticipate or deal with the current market realities of our mobile home community. This plan should be tabled for now until all of the issues raised by mobile home resident concerns are properly addressed. The City should not move forward with plans that may seriously underestimate the unintended consequences of the proposed actions. Now is the time to insist on "getting it right" in the beginning rather than having to make costly corrections in the future.**

**I urge you to pull this necessary but premature and inadequate plan tonight, and to reintroduce it once the concerns raised are addressed and resolved.**

**Sincerely,**

**Tim Geddes**

**21802 Windsong Circle  
Huntington Beach, CA 92646**

**Esparza, Patty**

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**From:** Stephenson, Johanna  
**Sent:** Monday, November 21, 2011 2:48 PM  
**To:** City Clerk Agenda  
**Subject:** FW: ATLANTA STREET WIDENING PROJECT RELOCATION PLAN

Johanna Stephenson | Executive Assistant | City of Huntington Beach | O: 714.536.5575 | [johanna.stephenson@surfcity-hb.org](mailto:johanna.stephenson@surfcity-hb.org)

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**From:** MJ Baretich [mailto:mjbaretich@hotmail.com]  
**Sent:** Monday, November 21, 2011 2:48 PM  
**To:** CITY COUNCIL  
**Subject:** ATLANTA STREET WIDENING PROJECT RELOCATION PLAN

Dear City Council Members,

I am requesting that you pull and postpone Item 4, the Atlanta Avenue Street Widening Project Relocation Plan and Grievance Procedures, from tonight's Consent Calendar.

Because this Project Relocation Plan and Grievance Procedure, as it is presented, is a first for Huntington Beach, I do believe that without adequate public discussion of the Relocation options afforded the displaced mobile home owners, the City may be prematurely setting a precedence in the way they handle relocation of mobilehome homeowners. Our existing Mobilehome Conversion Ordinance may be impacted by this precedence as far as the relocation process.

Now that I have viewed the Project, I and my fellow Huntington Beach homeowners would like to review and comment on its content, prior to its submittal for a Vote by the City Council.

I have issues with the data provided by the consultant, Overland, Pacific & Cutler, Inc. There are many considerations that the data does not address related to an accurate assessment of the fluctuating rents and values of mobilehomes in Huntington Beach, especially in the parks in as close proximity to the beach as Pacific Mobile Home Park.

I agree with many portions of the plan, but would like to have more time to review in depth, the effects on the displaced residents and our Mobilehome Conversion Ordinance.

Please, I ask you again to pull and postpone a vote on Item 4 on the November 21, 2011 City Council Agenda .

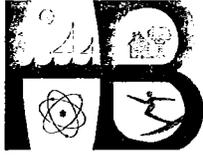
Thank you,

Mary Jo Baretich  
21752 Pacific Coast Highway SP 23A  
Huntington Beach, CA 92646  
[mjbaretich@hotmail.com](mailto:mjbaretich@hotmail.com)  
(714) 960-9507

**SUPPLEMENTAL  
COMMUNICATION**

Meeting Date: 11-21-2011

Agenda Item No. 4



**CITY OF HUNTINGTON BEACH**  
**Interdepartmental Memo**

**TO:** Joan Flynn, City Clerk  
**FROM:** Michele Carr, Director of Human Resources  
**DATE:** November 21, 2011  
**SUBJECT:** Late Communication: Replacement Side Letter for the Municipal Employees' Association (MEA).

The Human Resources Department submitted RCA HR 11-018 for Council Action. Signatures were not obtained before the agenda deadline.

The signed MEA Side Letter is attached as a late communication.

Attachments:  
RCA Attachment 1, Exhibit A: Side Letter

**SUPPLEMENTAL  
COMMUNICATION**

Meeting Date: 11-21-2011  
Agenda Item No. 10

**City of Huntington Beach**  
**SIDE LETTER AGREEMENT**

Representatives of the Municipal Employees' Association ("MEA") and the City of Huntington Beach ("City") hereby agree to the following terms related to the MEA MOU with respect to the following:

**TERM OF MOU EXTENSION**

The Memorandum of Understanding (MOU) shall be extended for a period of (1) one-year from July 1, 2012, through and including midnight June 30, 2013.

**ARTICLE XI – RETIREMENT**

**B. California Public Employees' Retirement System (CalPERS)**

**1. Employee's Contribution**

Each employee covered by this Agreement shall be reimbursed an amount up to eight percent (8%) of the employee's base salary as a pickup of the employee's contribution to CalPERS. The above CalPERS pickup is not base salary, but is done pursuant to Section 414 (h)(2) of the Internal Revenue Code.

**C. PERS 2.5% @ 55**

If all other affected units agree, and subject to a formal ratification vote conducted by PERS, the City shall implement PERS 2.5% @ 55, effective as soon as possible. Effective with implementation and through June 30, 2009, the employees shall pay all of the additional costs to implement 2.5% @ 55.

Effective July 1, 2009 and thereafter, the employees shall pay two and one-quarter percent (2.25%) of the employee share of PERS.

- i. Effective July 1, 2010 and continuing until the end of the pay period that includes September 30, 2011, the employees shall pay four and one-quarter percent (4.25%) of the employee share of PERS.
- ii. Effective the beginning of the pay period that includes January 1, 2012, and continuing until modified by a subsequent side letter or successor MOU, employees covered by this agreement shall pay four and one-quarter percent (4.25%) of the employee-share of PERS.

**D. PERS – Second Tier**

- a. The association agrees to implementation of a second-tier retirement benefit, subject to formal adoption procedures as required by CalPERS.

**ARTICLE XIV – MISCELLANEOUS**

- R. The Physical Fitness program compensation of earning paid time off as outlined in Section 208.8 – 208.8.8 of the Huntington Beach Police Department Policy Manual is hereby suspended until the expiration of the MOU extension.

**Side-Letter Implementation**

The parties agree that this side-letter agreement and the implementation thereof will not be subject to Personnel Rule 19 - Grievance Procedure/Non-Disciplinary Matters nor Article XIV-Miscellaneous (A) - Grievance Arbitration, or otherwise appealed either administratively or in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this SIDE LETTER AGREEMENT to be executed by and through their authorized officers on

**Huntington Beach  
Municipal Employees' Association**

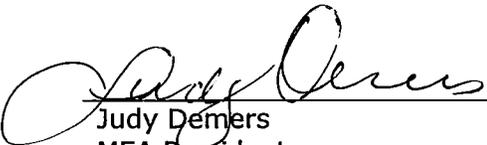
**City of Huntington Beach**

  
\_\_\_\_\_  
Gregorio Daniel  
Teamsters 911

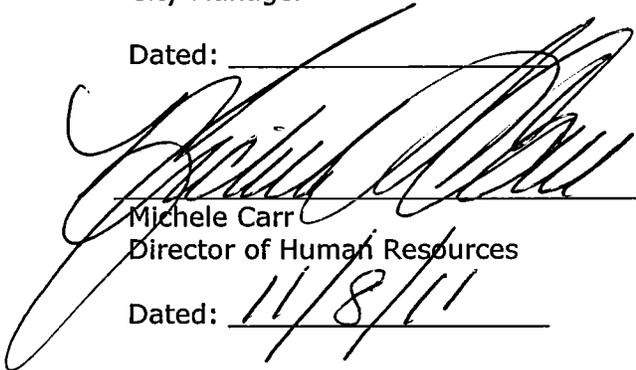
Dated: 11/17/11

\_\_\_\_\_  
Fred A. Wilson  
City Manager

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Judy Demers  
MEA President

Dated: 11/17/11

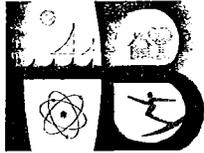
  
\_\_\_\_\_  
Michele Carr  
Director of Human Resources

Dated: 11/8/11

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jennifer M. McGrath  
City Attorney

Dated: 11/14/11



**CITY OF HUNTINGTON BEACH**  
**Interdepartmental Memo**

**TO:** Joan Flynn, City Clerk

**FROM:** Michele Carr, Director of Human Resources

**DATE:** November 21, 2011

**SUBJECT:** Late Communication: Replacement Side Letter for the Municipal Employees' Association (MEA).

The Human Resources Department submitted RCA HR 11-019 for Council Action. Signatures were not obtained before the agenda deadline.

The signed MEA Side Letter is attached as a late communication.

Attachments:  
RCA Attachment 1, Exhibit A: Side Letter

**SUPPLEMENTAL  
COMMUNICATION**

Meeting Date: 11-21-2011

Agenda Item No. 11

City of Huntington Beach  
SIDE LETTER AGREEMENT

Representatives of the Municipal Employees' Association ("MEA") and the City of Huntington Beach ("CITY") hereby agree to the following terms related to the MEA MOU with respect to the following:

**Article IX – HOURS OF WORK/OVERTIME**

A. Work Schedule

4. Holiday Closure

- i. December 27, 28, 29, 30, 2011, will be known and referred to as "Holiday Closure" for the dates specified.
- ii. Employees will not report to work during the "Holiday Closure" and may be required to take up to thirty-six (36) hours of time off (dependent upon the employee's work schedule). Full time (40 hours per week) employees will be required to take 2 days/18 hours as FURLOUGH (unpaid time) for the closure period. Less than full time employees will be required to take a proportional equivalent as FURLOUGH (unpaid time) based upon a proportional percentage of full time employment (e.g. 75%/50%).
- iii. Employees must elect time off without pay (2-days furlough), and employees may use approved leave accruals (general leave or compensatory time) to account for the remaining time away from work during the "Holiday Closure".
- iv. The City may require or permit, at the discretion of the department head, certain employees to work a regular or partial schedule on one or more of the "Holiday Closure" days. (12/27/11, 12/28/11, 12/29/11, 12/30/11).
- v. MEA and the City agree to develop implementation language regarding Holiday Closure for December 2012, by not later than May 1, 2012.

Time Accounting

- i. Members of this unit will be required to account via payroll, for the appropriate time associated with the "Holiday Closure".
- ii. The payroll accounting of the "Holiday Closure" will include, but is not limited to, furlough, use of approved leave accruals (general leave or compensatory time) or alternative equivalent time taken in-lieu of the specific "Holiday Closure" dates referenced herein. Payroll accounting for the "Holiday Closure" not specifically listed herein must be approved by the City Administrator or designee.
- iii. Employees required or permitted to work during any period of the "Holiday Closure" will be paid their regular salary for the hours worked, and will be required to account for all remaining "Holiday Closure" hours via furlough, use of approved leave accruals (general leave or compensatory time), or alternative equivalent time taken in-lieu of the specific "Holiday Closure" dates worked.

- iv. The payroll accounting methods listed herein may be used in any approved combination for a period not to exceed six-months or the end of the pay period ending July 06, 2012, whichever is later.
- v. Employees without adequate leave accruals may borrow against future accruals earned – up to and including time accrued as of the end of the pay period ending July 06, 2012.
- vi. All “Holiday Closure” hours are to be accounted for via payroll within six-months or the end of the pay period ending July 06, 2012.
- vii. Any “Holiday Closure” hours not voluntarily accounted for via payroll as of the end of the pay period ending July 06, 2012, shall be accounted for in the following order until a zero-balance is achieved:
  - 1. Furlough Hours
  - 2. General Leave
  - 3. Compensatory Time
- viii. Employees separating from City service must reconcile all unaccounted “Holiday Closure” hours at time of separation. Time will be accounted for in the following order until a zero-balance is achieved:
  - 1. Furlough Hours
  - 2. General Leave
  - 3. Compensatory Time
- ix. Payroll accounting of the “Holiday Closure” by furlough shall not impact service for purposes of seniority, shall not affect probationary periods, and shall not affect health or retirement benefits.

**b. Scheduling - New Years Day – Flex Day/Holiday Substitute**

Employees assigned to Schedule A flex schedule may select an alternative flex day in lieu of Friday, December 30, 2011, within the pay period of 12/24/11 – 01/06/12. The alternative flex day may not include 12/27/11, 12/28/11, 12/29/11 or 12/30/11.

- i. All provisions pursuant to MEA MOU Exhibit E – Leave Benefits 4(a) and 4(b) shall apply.
- ii. All provisions pursuant to MEA MOU Exhibit F – Leave Benefits 4(a) and 4(b) shall apply.

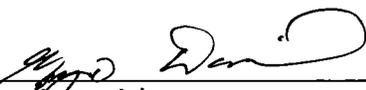
Side-Letter Implementation

The parties agree that this side-letter agreement and the implementation thereof will not be subject to Personnel Rule 19 – Grievance Procedure/Non-Disciplinary Matters nor Article XIV-Miscellaneous (A) – Grievance Arbitration, or otherwise appealed either administratively or in a court of competent jurisdiction.

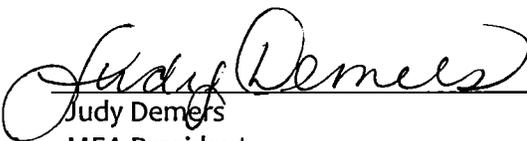
IN WITNESS WHEREOF, the parties have caused this SIDE LETER AGREEMENT to be executed by and through their authorized officers on

\_\_\_\_\_  
**Huntington Beach  
Municipal Employees' Association**

**City of Huntington Beach**

  
\_\_\_\_\_  
Gregorio Daniel  
Teamsters 911

Dated: 11/17/11

  
\_\_\_\_\_  
Judy Demers  
MEA President

Dated: 11/17/11

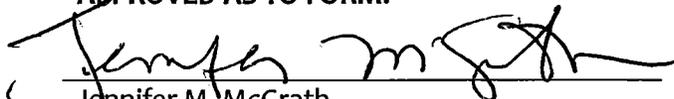
\_\_\_\_\_  
Fred A. Wilson  
City Manager

Dated: \_\_\_\_\_

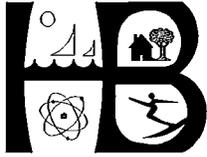
  
\_\_\_\_\_  
Michale Carr  
Director of Human Resources

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jennifer M. McGrath  
City Attorney

Dated: 11.9.11



# CITY OF HUNTINGTON BEACH

## Interdepartmental Memo

**TO:** Joan Flynn, City Clerk

**FROM:** Kenneth W. Small, Chief of Police

**DATE:** November 21, 2011

**SUBJECT:** Supplemental Communications –  
Child Safety Zones - Sex Offender Prohibition

This is the revised version of the ordinance introduced as amended at the November 7, 2011 Council Meeting.

Thank you.

KWS/kar

### SUPPLEMENTAL COMMUNICATION

Meeting Date: 11-21-2011

Agenda Item No. 13

AN ORDINANCE OF THE CITY OF HUNTINGTON BEACH  
AMENDING THE HUNTINGTON BEACH MUNICIPAL  
CODE BY ADDING CHAPTER 9.22 TITLED  
SEX OFFENDER PROHIBITION

The City Council of the City of Huntington Beach does hereby ordain as follows:

SECTION 1. The Huntington Beach Municipal Code is hereby amended to add Chapter 9.22, said chapter to read as follows:

**Chapter 9.22**

**SEX OFFENDER PROHIBITION**

**Sections**

- 9.22.010 Purpose
- 9.22.020 Definitions
- 9.22.030 Sex Offender Prohibition

**9.22.010 Purpose.** The purpose of this chapter is to address the following City Council findings and determinations:

(a) On November 7, 2006, the voters of the State of California overwhelmingly approved Proposition 83, the Sexual Predator Punishment and Control Act, commonly known as "Jessica's Law," to protect Californians, and in particular, to protect the State's children from sex offenders.

(b) Proposition 83, as codified at subsection (b) of California Penal Code section 3003.5, prohibits any person who is required to register as a sex offender per California Penal Code section 290 *et seq.* (a "sex offender") from residing within two thousand feet (2,000') of any public or private school, or any park where children regularly gather.

(c) The City of Huntington Beach is an attractive place for families and children because of the City's largely residential character.

(d) There are many places in the City where children frequently gather such as commercial establishments focused upon providing goods or services to children, parks, libraries, youth activity centers and other locations that host classes and/or group activities for children.

(e) Article XI, Section 7 of the California Constitution authorizes the City to enact and enforce ordinances that regulate conditions that may be public nuisances or health hazards, or that promote social, economic or aesthetic considerations.

(f) California Government Code section 38773.5 authorizes cities to pass ordinances that provide for the recovery of attorneys' fees in any action, administrative proceeding or special proceeding to abate a nuisance.

(g) Sex offenders have high recidivism rates that exceed those exhibited by other convicted criminals. The City must therefore take all necessary action to protect children and potential victims from these dangerous predators.

(h) The City is concerned about the high rate of recidivism among sex offenders and their dangerousness as a class. The City Council takes legislative notice of the November 2003 report issued by the U.S. Department of Justice, Bureau of Justice Statistics entitled, "Recidivism of Sex Offenders Released From Prison in 1994," published in 2003. A fifteen (15) state study of prisoners released in 1994 showed that when compared to non-sex offenders released from state prison, released sex offenders were four times (4x) more likely to be rearrested for a new sex crime. A copy of this report has been available for City Council and public review at the City Clerk's Office as a public record since the date when the agenda including this ordinance's consideration was posted, and will remain as such.

(i) The City Council agrees with the U.S. Department of Justice statements in its brief to the Supreme Court that convicted sexual offenders are much more likely to repeat the offense of conviction than any other type of felon," and (ii) "clinical rehabilitative programs can enable sexual offenders to manage their criminal sexual impulses and thereby reduce the risk of sexual recidivism, [but a] vital component of those programs is for participants to come to terms with their sexual misconduct."

(j) The City Council finds that since sex offender recidivism rates are empirical data, but sex offender rehabilitation depends upon an individual sex offender's personal efforts and acceptance of responsibility, factors that cannot be predicted, the danger presented by sex offenders is an unacceptable risk to the health, safety and welfare of the community that requires the City's regulatory intervention.

(k) In enacting this chapter, the City does not intend to punish sex offenders for their prior illegal conduct. Rather, the purpose of this chapter is to create a regulatory and non-punitive scheme to protect children and the public health, safety and welfare for the City's residents and visitors.

(l) Nothing in this chapter shall be deemed to modify or in any way limit restrictions placed upon a sex offender by terms and conditions of parole or probation.

**9.22.020 Definitions.** As used in this chapter, the following terms shall have meanings as set forth below:

"Child" or "children" shall mean any person(s) under the age of eighteen years of age.

"Park" shall be defined as referenced in Huntington Beach Municipal Code Chapter 13.48.010.

"Sex offender" shall mean any person registered under section 290, *et seq.*, of the Penal Code.

**9.22.030 Sex Offender Prohibition.** A sex offender shall be prohibited from entering into or on a park.

SECTION 2. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, word or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3. This ordinance shall become effective 30 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

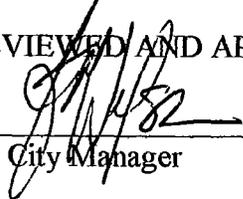
\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:

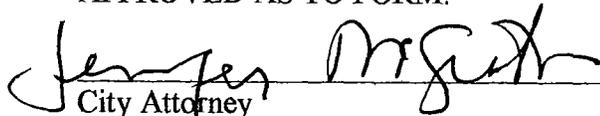
  
Chief of Police

11-21-11

REVIEWED AND APPROVED:

  
City Manager

APPROVED AS TO FORM:

  
City Attorney

11.21.11



# HUNTINGTON BEACH TOMORROW

*Making a difference today for Huntington Beach tomorrow*

P.O. Box 865, Huntington Beach, California 92648

(714) 840-4015

HBTomorrow.com

## HBT's Mission

is  
to promote and maintain  
a high quality of life  
in Huntington Beach.

HBT advocates for:

- Citizen Participation
- Clean & Healthy Environment
- Efficient & Safe Traffic Flow
- Open & Responsive Government
- Preserve Open Space
- Preserve Our Quality of Life
- Recreational Opportunities for All
- Responsible Planned Growth
- Sound Infrastructure
- Sustainable Tax Base

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## **SUPPLEMENTAL COMMUNICATION**

November 17, 2011

City Council  
C/o Joan Flynn, City Clerk  
City of Huntington Beach  
2000 Main St. 2<sup>nd</sup> Floor  
Huntington Beach, CA 92648

**VIA EMAIL**

RE: Development Agreement No. 2008-001  
Village at Bella Terra 10.40 acre Mixed-Use Project

Dear City Council and Project Planner Jane James:

The city council and staff need to obtain tangible benefits that compensate the city and its citizens for the years of benefits the developer is getting if any parts of the request are approved. Please identify equal benefits proposed.

### **What is staff's projected cost of the request of proposed offset to give the developer assurance and guarantees with the right to build?**

Staff is proposing to require the applicant to pay \$500,000 in offset costs to repair the north side of Center Ave. from Costco to the I-405 off ramp as one facet of negotiating the development agreement. We support this staff request as one identifiable offset that will benefit this area impacted by 467 residential units and 30,000 sq. ft. of retail.

### ***At what point in the development process would this offset payment be requested?***

Let's do some math:

For Rent Park & Recreation Fees, \$600,000; For Rent units vs. \$10-14 million For Sale P&R Fees: They pay \$600,000 and ask 10 years time to convert for rent to for sale units. \$12 million, say at an estimated 4% interest if funds are a loan = \$480,000 *per year* interest and they are unwilling to pay \$500,000 in offsets for more than a two-year development agreement?

### **The request to extend Tentative Tract Map 17261 for 10 years instead of two years with two-year renewals causes the city to set pricing of land *now* for fees as a condo development.**

If the development is later phased with subdivision into multiple parcel maps, what would be the offset of fees per map for the additional maps? A 2-year map with automatic 2 year extension could allow the applicant to identify if additional subdivision maps are needed, however, the city should not do offset projections now based on one map at \$10 - \$14 million, then later not collect fees for multiple maps for this parcel when values of land would be higher for smaller parcels. The \$500,000 offset for Center Ave. improvements is a modest request by staff for offsets and much less interest would be paid on a delay of payment of fees as For Sale units. Multiple parcel maps should require additional fee payment.

This project will impact the fiscal needs of the city.

Meeting Date: 11-21-2011

Agenda Item No. 15

It could take ten years as apartments before condominium final map(s) would be recorded, if our economy does not improve steadily. The city does not want to make agreements now they are held to for ten years. Although initial occupancy as apartments is a sound plan, we await news on what goes forward at Pacific City, a different mixed-use project and ask, what if DJM Partners has financing issues like Pacific City and part or all of this 10.4 acres remains as dirt?

***HBT recommends that the city require interim paving material be applied at the site to avoid 10 years of dirt if this development is built in phases on more than a two-year agreement with one, two-year extension.***

**How is the city defining “applicable conversion regulations should the units be rented prior to creation of a common interest development?”**

The conversion regulations should include clarification of how fees will increase if Tentative Map 17261 is subdivided into multiple maps, allowing phasing of the development. If a For Rent fee basis is allowed initially as partial payment toward fees as condos, how will staff costs be covered if phased? Isn't there more initial cost in staff time for the first phases of development in a 10.4-acre project?

**“Delay for sale park and dedication in-lieu fees until a later date:”**

If concessions are made in other areas above, public access to the future walkway from GWC to Bella Terra will be delayed. A specific date tied to approval of any additional subdivision maps going forward for payment of these fees should be agreed upon as part of the development agreement in full within two years of the commencement of construction. The \$250,000 public service needs for the walkway (DA Section 4.1.2) should not be delayed if there is a development agreement and/or subdivision of this site.

HBT also requests the city consider requiring a completion bond at this juncture.

We look forward to receiving more information to clarify any changed components of the development agreement, support staff recommendation for (DA Section 4.1.1) Center Ave. and urge City Council to consider carefully the effects of agreements made on future city revenue as a result of development agreement requests by applicant for Village at Bella Terra.

Respectfully submitted,

Karen Jackle  
Past President  
Huntington Beach Tomorrow  
Beach-Edinger Corridor Subcommittee

CC: Jane James, Project Planner

2014 JUN 10 10:02 AM  
CITY OF HUNTINGTON BEACH

2014 JUN 10 10:02 AM  
CITY OF HUNTINGTON BEACH

Development Agreement No. 2008-001 Village at Bella Terra.  
Please transmit to council members and the project planner Jane James.  
Thank you.

November 17, 2011

City Council  
c/o Joan Flynn, City Clerk  
City of Huntington Beach  
2000 Main St. 2nd Floor  
Huntington Beach, CA 92648

RE: Development Agreement No. 2008-001  
Village at Bella Terra 10.40 acre Mixed-Use Project

Dear City Council Members and Project Planner, Jane James:

I am a long term homeowner and resident of Huntington Beach. I live near the Bella Terra shopping center and go there frequently. I believe that the city council and staff should obtain more tangible benefits that compensate the City of Huntington Beach better for the future years of benefits that the developer is getting from approval of this extension agreement.

One of these thoughts is that the payment of the park fees should not be deferred 100%. The City should request a percentage of the fees be paid up front or over the course of the extension period rather than have all of these fees be deferred. Why give the developer a 10 year lock on his project for a mere \$500,000 payment upgrade to a street/road which his project has caused to wear out prematurely and excessively due to all of the trucks and construction equipment in/on the existing project?

Also if our economy does not improve, it could take the full ten years before construction of rental units or condominiums might be built. The City should not make agreements now that they are held to for ten years unless adequate consideration is given back by the developer. Although initial occupancy as apartments is a sound plan, we [the City of Huntington Beach] await news on what goes forward at Pacific City which as you know is a different mixed use project along Pacific Coast Highway in Huntington Beach. What if DJM Partners has financing issues like Pacific City and part or all of these 10.4 acres remain as a dirt patch with a big green fence around it for years?

**It should be no surprise that there will most likely will be a parking shortage at Bella Terra when the COSTCO store opens. Therefore, I recommend that the City consider that in exchange for this Village at Bella Terra agreement extension, the City require that if this site will not be built on currently or by the time the COSTCO store is opened, the area be paved as a parking lot until the construction begins for these units. I am sure that you and I would not want to see a big ugly green fence put around this area and exist for years while parking spots are at a premium in the Bella Terra area. This would avoid a Pacific City type of blight.**

Regards,

Robert K. Sternberg  
15231 Nottingham Lane  
Huntington Beach, CA 92647

**SUPPLEMENTAL  
COMMUNICATION**

Phone: 714.898.5776

Meeting Date: 11-21-2011

Agenda Item No. 15

**Esparza, Patty**

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**From:** Surf City Pipeline [noreply@user.govoutreach.com]  
**Sent:** Friday, November 18, 2011 2:41 PM  
**To:** CITY COUNCIL; agendaalerts@surfcity-hb.org  
**Subject:** Surf City Pipeline: Comment on an Agenda Item (notification)

**Request # 9870 from the Government Outreach System has been assigned to Johanna Stephenson.**

---

**Request type:** Comment

**Request area:** City Council - Comment on an Agenda Item

**Citizen name:** Robert Sternberg

**Description:** Regarding Item #6 on the Monday, Dec. 19, 20<sup>??</sup>11 meeting regarding the following:  
Recommended Action:

Approve and authorize the Mayor and City Clerk to execute a "Reimbursement Agreement By and Between the City of Huntington Beach and Costco Wholesale Corporation for the Center Avenue Improvements at Bella Terra II" adjacent to the Costco development project.

Why is only 1/2 of the street being paved? This seems very silly. Who paves the other half? Why is or would Costco not pay for the entire street to be paved in front of their store? Their construction activity has degraded the entire street. Do their trucks and potential customer cars only travel on way? what about their delivery trucks coming off of the 405 Freeway at Beach Blvd. they would travel on that half of the street. Thank you for your consideration of this.

**Expected Close Date:** 11/21/2011

[Click here to access the request](#)

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## **SUPPLEMENTAL COMMUNICATION**

Meeting Date: 11-21-2011

Agenda Item No. 15